

JOSH GREEN, M.D.  
GOVERNOR

SYLVIA LUKE  
LT. GOVERNOR



**STATE OF HAWAII  
AGRIBUSINESS DEVELOPMENT CORPORATION  
BOARD OF DIRECTORS**

235 SOUTH BERETANIA STREET, ROOM 205  
HONOLULU, HAWAII 96813

JAYSON M. WATTS  
CHAIRPERSON

JASON OKUHAMA  
VICE CHAIRPERSON

JESSE COOKE  
DAVE HINAZUMI  
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SHARON HURD, Ex-Officio  
CIARA W.K. KAHAHANE, Ex-Officio  
DEAN OKIMOTO  
KAREN SEDDON  
NATHAN TRUMP  
DANE K. WICKER, Ex-Officio

## Notice of Regular Meeting of the Board of Directors

Held via Teleconference with In-Person Location

THURSDAY, JUNE 18, 2026  
9:00 a.m.

Pursuant to section 92-3.7, *Hawai'i Revised Statutes (HRS)*, this meeting will be held using interactive conference technology (ICT). Board members, staff, persons with business before the Board, and the public may participate remotely online using ICT, or may participate via the in-person meeting site which provides ICT.

Interested persons may submit written testimony in advance of the meeting, which will be distributed to Board members prior to the meeting. If possible, we request that testimony be received by our office not less than seventy-two hours prior to the meeting to ensure that staff have time to disseminate it and that Board members have time to review it. Written testimony may be submitted electronically to [dbedt.adc@hawaii.gov](mailto:dbedt.adc@hawaii.gov) or sent via U.S. Postal Service, or delivered to:

Agribusiness Development Corporation  
235 S Beretania St., Ste 205  
Honolulu HI 96813

When testifying via ICT, via telephone, or in-person, you will be asked to identify yourself and the organization you represent, if any. Each testifier is allowed up to two minutes of testimony per agenda item pursuant to determination of the Board on November 20, 2025.

The public may participate in the meeting via:

ICT: <https://us06web.zoom.us/j/85139607654>

Telephone: (669) 900-6833, Webinar ID: 851 3960 7654

In-Person: State Office Tower  
235 S. Beretania St., Ste 205  
Honolulu HI 96813

## **ICT ACCESS**

To view the meeting and provide live oral testimony, please use the link above. You will be asked to enter your name in order to access the meeting as an attendee. The Board requests that you enter your full name, but you may use a pseudonym or other identifier if you wish to remain anonymous. You will also be asked for an email address. You may fill in this field with any entry in an email format, e.g. abcd@efgh.com.

As an attendee, your microphone will be automatically muted. When the Chairperson asks for public testimony, you may click the Raise Hand button found on your screen to indicate that you wish to testify about that agenda item. The Chairperson or staff will individually enable each testifier to unmute their microphone. When recognized by the Chairperson, please unmute your microphone before speaking and mute your microphone after you have finished speaking.

For ICT, telephone, and in-person access, when testifying, you will be asked to identify yourself and the organization, if any, that you represent. Each testifier is allowed up to two minutes of testimony per agenda item pursuant to determination of the Board on November 20, 2025.

## **TELEPHONE ACCESS**

If you do not have ICT access, you may get audio-only access by calling the telephone number listed above.

Upon dialing the number, you will be prompted to enter the Meeting ID that is listed next to the telephone number above. After entering the Meeting ID, you will be asked to either enter your panelist number or wait to be admitted into the meeting. You will not have a panelist number. Please wait until you are admitted into the meeting.

When the Chairperson asks for public testimony, you may indicate you want to testify by entering “ \* ” and then “9” on your telephone’s keypad. After entering “ \* ” and then “9”, a voice prompt will let you know that the host of the meeting has been notified. When recognized by the Chairperson, you may unmute yourself by pressing “ \* ” and then “6” on your telephone. A voice prompt will let you know that you are unmuted. Once you are finished speaking, please enter “ \* ” and then “6” again to mute yourself.

For ICT, telephone, and in-person access, when testifying, you will be asked to identify yourself and the organization, if any, that you represent. Each testifier is allowed up to two minutes of testimony per agenda item pursuant to determination of the Board on November 20, 2025.

## **IN-PERSON ACCESS**

There will also be one meeting location, open to the public, which will have an audio-visual connection. That meeting will be held at:

Agribusiness Development Corporation  
State Office Tower  
235 S. Beretania St., Ste 205  
Honolulu HI 96813

For ICT, telephone, and in-person access, when testifying, you will be asked to identify yourself and the organization, if any, that you represent. Each testifier is allowed up to two minutes of testimony per agenda item pursuant to determination of the Board on November 20, 2025.

### **LOSS OF CONNECTIVITY**

In the event of a loss of ICT connectivity, the meeting will be recessed for a period not to exceed thirty minutes to restore connectivity with all board members and the public in-person access location noted above. If audio connectivity is re-established within thirty minutes without video connectivity, interested participants can access the meeting via the telephone number and Meeting ID number noted above. In the further event that connectivity is unable to be restored within thirty minutes, the meeting will be automatically continued to a date and time to be posted on the ADC website at <https://dbedt.hawaii.gov/adc/> no later than close of business the next business day. New ICT, telephone, and in-person access information will be posted on the website no less than twenty-four hours prior to the continued meeting date. Alternatively, if a decision is made to terminate the meeting, the termination will be posted on the ADC website.

### **SPECIAL ASSISTANCE**

If you require special assistance, accommodations, modifications, auxiliary aids, or services to participate in the public meeting process, including translation or interpretation services, please contact staff at (808) 586-0186 or by email at [dbedt.adc@hawaii.gov](mailto:dbedt.adc@hawaii.gov).

Please allow sufficient time for ADC staff to meet requests for special assistance, accommodation, modifications, auxiliary aids, translation, or interpretation services.

**NOTE: MATERIALS FOR THIS AGENDA WILL BE AVAILABLE FOR REVIEW IN THE ADC OFFICE, 235 S. BERETANIA STREET, SUITE 205, HONOLULU, HAWAII 96813 A MINIMUM OF THREE FULL BUSINESS DAYS (WEEKENDS AND STATE AND FEDERAL HOLIDAYS EXCLUDED) PRIOR TO THE MEETING.**

### **Agribusiness Development Corporation Non-Discrimination Statement**

The Agribusiness Development Corporation does not discriminate on the basis of race, color, sex, national origin, age, or disability, or any other class as protected under applicable federal or state law, in administration of its programs, or activities, and the Agribusiness Development Corporation does not intimidate or retaliate against any individual or group because they have exercised their rights to participate in actions protected by, or oppose action prohibited by, 40 C.F.R. Parts 5 and 7, or for the purpose of interfering with such rights.

If you have any questions about this notice or any of the Agribusiness Development Corporation's non-discrimination programs, policies, or procedures, you may contact:

Mark Takemoto  
Acting Title VI Non-Discrimination Coordinator  
Agribusiness Development Corporation  
235 S Beretania St., Ste 205  
Honolulu HI 96813

*Notice of Regular Meeting of the Board of Directors*  
June 18, 2026

Phone: (808) 586-0186

Email: [dbedt.adc.titlevi@hawaii.gov](mailto:dbedt.adc.titlevi@hawaii.gov)

If you believe that you have been discriminated against with respect to an Agribusiness Development Corporation program or activity, you may contact the Acting Non-Discrimination Coordinator identified above.

Agenda items may be taken out of order.

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## AGENDA

- A. Roll Call & Call to Order
- B. Approval of Minutes
  - 1. Special Meeting Minutes, Regular Session, September 25, 2026
  - 2. Regular Meeting Minutes, Regular Session, October 16, 2025
- C. Chairperson's Report
  - 1. None
- D. Committee & Permitted Interaction Group Reports
  - 1. Administration Committee update regarding fiscal year 2028. budget priorities to be submitted to, and for consideration by, the Board of Directors.
- E. Action Items
  - 1. Request to approve the final terms, and authorize the execution, of that certain Wahiawa Irrigation System Transfer Agreement, previously approved by the Board of Directors on April 15, 2026, including the corporate authorization to purchase, to acquire a portion of the Wahiawa Irrigation System owned by Dole Food Company, Inc., and Wahiawa Water Company, Inc., situated in central O'ahu, City and County of Honolulu, State of Hawai'i, including Tax Map Key Nos. (1) 7 3-005:005; (1) 7-3-013:003; (1) 7-3 012:002, and various easements.
  - 2. Request to approve the final terms, and authorize the execution, of that certain Purchase and Sale Agreement between Agribusiness Development Corporation and Yi-Sun Chiu Trust and 656 Kilani LLC. for approximately 1.5 gross acres, more or less, of land, situated at Wahiawā, District of Wahiawā, City and County of Honolulu, State of Hawai'i, Tax Map Key Nos. (4) 7-4-005:032; :018. *The Board may go into executive session pursuant to section 92-5(a)(4), Hawai'i Revised Statutes to consult with the board's attorney on questions and issues pertaining to the board's powers, duties, privileges, immunities, and liabilities.*
  - 3. After-the-fact request to approve the final terms, and authorize the execution, of that certain Right-of-Entry Agreement between the Agribusiness Development Corporation and the Hawai'i Department of Agriculture and Biosecurity, and their agents and contractors, for purposes of a construction base yard related to the ongoing modifications of the Wahiawa Dam and spillway, situated in Wahiawā, District of Wahiawā, City and County of Honolulu, State of Hawai'i, Tax Map

Key No. (1) 7-3-013:010 (portion).

4. Request to approve the final terms, and authorize the execution, of that certain Memorandum of Understanding between the Agribusiness Development Corporation and the Hawai'i Department of Law Enforcement to provide law enforcement patrols and security technologies for crime prevention at State-owned facilities and agricultural lands in the Central Oahu area, District of Wahiawā, City & County of Honolulu, State of Hawai'i, Tax Map Key Nos. (various).
5. Request to approve the final terms, and authorize the execution, of that certain Memorandum of Agreement between various Hawai'i State government agencies to support the Food and Product Innovation Network.
6. Discussion and action regarding the report and findings of the permitted interaction group established on December 18, 2025 to evaluate the performance of the executive director on a semi-annual and annual basis. *The report and findings of the permitted interaction group were presented to the Board at their meeting on May 21, 2026.*
7. Discussion and action regarding the report and findings of the strategic planning permitted interaction group established on August 25, 2025. *The report and findings of the permitted interaction group were presented to the Board at their meeting on May 21, 2026.*
8. Request to approve the final terms, and authorize the execution, of that certain Revocable Permit issued to the Hawaii Farm Bureau Federation for the purpose of hosting the Annual Farm Fair situated at Whitmore Village, District of Wahiawā, City and County of Honolulu, State of Hawai'i, Tax Map Key Nos. (1) 7-1-002:037 (portion); (1) 7-1-002:041 (portion); (1) 7-1-002:044 (portion); (1) 7-0-001:005 (portion).
9. Request to approve the final terms, and authorize the execution, of that certain Right-of-Entry agreement issued to Hawaiian Electric Company for power-pole installation, situated in Whitmore Village, District of Wahiawā, City and County of Honolulu, State of Hawai'i, Tax Map Key Nos. (1) 7-1-002:004 (portion); :009 (portion).
10. Request to approve the final terms, and authorize the execution, of that certain Memorandum of Agreement between the Agribusiness Development Corporation and the Office of Hawaiian Affairs regarding the use, operation, and maintenance of Office of Hawaiian Affairs water line at Whitmore Village, City and County of

Honolulu, State of Hawaii, Tax Map Key No. (1) 7-1-012:009 (portion).

F. Informational Items

1. Status update and discussion regarding Board-directed emergency actions approved on April 30, 2026:
  - a. Emergency mobilization and operation of drainage infrastructure at the Kawaiele Pump Station, Kekaha, Kaua‘i.
  - b. Agribusiness Development Corporation response to the United States Navy’s Request for Proposal for the operation and maintenance of the Kawaiele Pump Station.

*This is an informational item only. Staff presentation and Board discussion regarding the current status of communication protocols, emergency operation coordination, and contract negotiations with the United States Navy Pacific Missile Range Facility, in coordination with the Hawai‘i Department of the Attorney General.*

G. Adjourn

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*The Board may go into executive session on any agenda item pursuant to the exceptions provided under section 92-5, Hawai‘i Revised Statutes. Agenda items may be taken out of order.  
Agenda items may be taken out of order.*

STATE OF HAWAI'I  
**AGRIBUSINESS DEVELOPMENT  
CORPORATION**

E-1

STAFF SUBMITTAL TO THE BOARD OF DIRECTORS  
June 18, 2026

**Subject:** Request to approve the final terms, and authorize the execution, of that certain Wahiawa Irrigation System Transfer Agreement, previously approved by the Board of Directors on April 15, 2026, including the corporate authorization to purchase, to acquire a portion of the Wahiawa Irrigation System owned by Dole Food Company, Inc., and Wahiawa Water Company, Inc., situated in central O'ahu, City and County of Honolulu, State of Hawai'i, including Tax Map Key Nos. (1) 7 3-005:005; (1) 7-3-013:003; (1) 7-3 012:002, and various easements.

**Applicant:** Agribusiness Development Corporation (ADC)

**Authority:** Section 163D-4(a)(6), Hawai'i Revised Statutes (HRS)  
2023 Haw. Sess. Laws Act 218 (Act 218)

**Tax Map Key No:** (1) 7 3-005:005; (1) 7-3-013:003; (1) 7-3 012:002; various easements (Property).

**Land Status:** Held in fee by Dole Food Company, Inc. and Wahiawa Water Company, Inc.; under contract to acquire by ADC.

**Trust Land Status:** Section \_\_\_ lands of the Hawaii Admission Act  
Yes  No   
Formerly cultivated sugarcane lands pursuant to Article XII of the Hawai'i State Constitution? Yes  No

**Zoning:** SLUD: Agricultural  
CZO: AG-1

**Character of Use:** Part of the larger Wahiawa Irrigation System (WIS)

**Consideration:** Gratis

*Request to approve the final terms, and authorize the execution, of that certain Wahiawa Irrigation System Transfer Agreement, previously approved by the Board of Directors on April 15, 2026, including the corporate authorization to purchase, to acquire a portion of the Wahiawa Irrigation System owned by Dole Food Company, Inc., and Wahiawa Water Company, Inc., situated in central O‘ahu, City and County of Honolulu, State of Hawai‘i, including Tax Map Key Nos. (1) 7-3-005:005; (1) 7-3-013:003; (1) 7-3-012:002, and various easements.*  
June 18, 2026

#### BACKGROUND:

Act 218 provides authorization and appropriation to the Hawai‘i Department of Land and Natural Resources (DLNR), Hawai‘i Department of Agriculture (and Biosecurity) (DAB), and ADC for the acquisition of WIS and the rehabilitation of the dam and spillway. ADC’s Board of Directors (Board) authorized the executive director to execute the Wahiawa Irrigation System Transfer Agreement (Agreement) with Dole Food Company, Inc. and Wahiawa Water Company, Inc. at their meeting on April 15, 2026, and the Agreement was executed thereafter. ADC conducted their diligence of the Property and presented the findings at a special board meeting held on May 29, 2026.

#### REQUEST:

Staff requests that, after having discussed and considered the due diligence findings concerning the Property, including any gaps in easement access, the Board delegate authority to the Executive Director to do all things necessary and appropriate to complete and close the transaction enumerated by the Agreement, including the execution of all documents, assignments, representations, consents, affidavits, Corporate Authorization to Purchase, and any other such documents necessary to close the transaction (Request).

#### DUE DILIGENCE:

Staff’s diligence of the property was presented at a special meeting of the Board held on May 29, 2026 (submittal click [here](#); meeting click [here](#)).

#### CHAPTER 343 – ENVIRONMENTAL ASSESSMENT COMPLIANCE:

The proposed acquisition does not trigger any actions defined under section 343-5, HRS and the chapter is therefore not applicable.

#### REMARKS & DISCUSSION:

At such time as ADC assumes ownership and control of WIS, ADC will require operational expertise and labor to manage the system. A position for O‘ahu Water System Manager has been established and awaiting final approval. If approved, the ADC intends to begin the process to fill the position early next fiscal year. The ADC will require operational expertise, and labor immediately after the acquisition of the WIS. ADC will contract the operation of WIS on a short-term basis to insure proper operations during the transition.

As discussed previously, Helemano 6 and Kemoo 5 reservoirs are not included in this phase of the acquisition. However, those reservoirs are necessary components of the system and will be acquired via subsequent agreement.

Staff observations: to ensure the long-term protection, management, and productive use of this critical water resource, ADC should acquire WIS. The reservoir represents one of the largest freshwater resources on the island of O‘ahu and plays a central role in supporting agricultural viability and infrastructure resilience in the region.

*Request to approve the final terms, and authorize the execution, of that certain Wahiawa Irrigation System Transfer Agreement, previously approved by the Board of Directors on April 15, 2026, including the corporate authorization to purchase, to acquire a portion of the Wahiawa Irrigation System owned by Dole Food Company, Inc., and Wahiawa Water Company, Inc., situated in central O‘ahu, City and County of Honolulu, State of Hawai‘i, including Tax Map Key Nos. (1) 7-3-005:005; (1) 7-3-013:003; (1) 7-3-012:002, and various easements.*  
June 18, 2026

Pursuant to chapter 163D, HRS, ADC is tasked with facilitating the development of agriculture and agribusiness, including the management and operation of irrigation systems that provide reliable water to agricultural lands. Acquisition of WIS directly advances this statutory mandate by securing a critical irrigation asset necessary to support existing farming operations, expand agricultural production, and keep agricultural lands actively in use.

Maintaining lands in active agricultural production also contributes to broader public benefits, including the reduction of unmanaged vegetation and associated fuel loads that can increase wildfire risk. Reliable irrigation infrastructure supports vegetation management and productive land use, helping to mitigate fire hazards in central O‘ahu.

In addition, continued reliance on surface water from WIS reduces pressure on groundwater resources, thereby helping to protect O‘ahu’s drinking water aquifer. By maximizing the use of available surface water for irrigation, ADC can support sustainable water resource management while safeguarding potable water supplies for current and future generations.

As climate variability and water demands continue to increase, maintaining dependable irrigation infrastructure is essential to sustaining agricultural productivity, supporting local food systems, and ensuring efficient water resource utilization. ADC’s control of the system would allow for coordinated management, operational improvements, and long-term planning aligned with the needs of the agricultural community.

Furthermore, acquisition would strengthen oversight of critical infrastructure, including the dam, reservoir, and ditch system. These facilities require ongoing inspection, maintenance, and capital improvements to meet applicable safety and operational standards. ADC ownership would enable a more integrated and proactive approach to infrastructure management, ensuring continued service delivery to agricultural users.

While the Wahiawā reservoir also provides ancillary community benefits, ADC’s primary interest is in preserving and enhancing its function as a reliable irrigation system that supports agricultural production and agribusiness development across central and north O‘ahu.

Based on the foregoing, staff supports the acquisition of WIS as it advances ADC’s statutory responsibilities to promote agriculture, maintain irrigation infrastructure, reduce wildfire risk through active land management, and protect critical water resources necessary for a viable and sustainable agricultural sector.

This is the final approval necessary from the Board in order to complete and close the transaction to acquire the Property.

**RECOMMENDATION(S):**

Based on the foregoing, it is recommended that the Board:

*Request to approve the final terms, and authorize the execution, of that certain Wahiawa Irrigation System Transfer Agreement, previously approved by the Board of Directors on April 15, 2026, including the corporate authorization to purchase, to acquire a portion of the Wahiawa Irrigation System owned by Dole Food Company, Inc., and Wahiawa Water Company, Inc., situated in central O'ahu, City and County of Honolulu, State of Hawai'i, including Tax Map Key Nos. (1) 7-3-005:005; (1) 7-3-013:003; (1) 7-3-012:002, and various easements.*  
June 18, 2026

1. Approve the Request, and
2. Declare that the Request is not an action defined under section 343-5, HRS.

Respectfully Submitted,

*Mark H. Takemoto*

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Senior Executive Assistant

*Approved for Submission:*

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Wendy Gady  
Executive Director

Attachment(s):

- Exhibit A      Wahiawa Irrigation System Transfer Agreement (executed)  
Exhibit B      Corporate Authorization to Purchase

WAHIAWA IRRIGATION SYSTEM TRANSFER AGREEMENT  
(BLNR and ADC)

THIS WAHIAWA IRRIGATION SYSTEM TRANSFER AGREEMENT ("Agreement") dated as of \_\_\_\_\_, 2026, is made and entered into by and between DOLE FOOD COMPANY, INC., a North Carolina corporation and WAHIAWA WATER COMPANY, INC., a Hawaii corporation (collectively, "Seller"), and STATE OF HAWAII, BOARD OF LAND AND NATURAL RESOURCES ("BLNR") and STATE OF HAWAII, AGRIBUSINESS DEVELOPMENT CORPORATION, a public body corporate and politic and an instrumentality and agency of the State of Hawaii ("ADC", and collectively with BLNR, "Buyer"), with reference to the following facts:

RECITALS

- A. Seller is the owner of that certain parcels of land situate at Waialua, District of Waialua, City and County of Honolulu, State of Hawaii, and which are described in Exhibit A attached hereto (the "Land").
- B. Seller is also the owner of certain facilities and improvements constituting the Wahiawa irrigation system (the "WIS"), including the Wahiawa reservoir, the Wahiawa dam, and ditch system.
- C. Certain portions of the WIS are located on the Land (the "Fee Facilities").
- D. Certain other portions of the WIS are located on land owned by Seller, other than the Land, and which are described in Exhibit B attached hereto (the "Dole Facilities"), over which Seller intends to grant to Buyer easement rights to access and use the Dole Facilities, (the "Dole Easement Rights").
- E. Certain other portions of the WIS are located on land owned by third parties (the "Third Party Facilities"), for which Seller holds easement rights to access and use the Third Party Facilities, and which easement rights are described in Exhibit C attached hereto (the "Third Party Easement Rights").
- F. The Fee Facilities, the Dole Facilities, and the Third Party Facilities are hereinafter collectively referred to as the "WIS Facilities".
- G. The State of Hawaii, Department of Land and Natural Resources, issued to Seller: Wahiawa Dam (OA-0017), Wahiawa, Oahu, Remediation Schedule ( the "DLNR Notice"), which set forth certain remediation and deadlines for completion of such obligations.
- H. Under Act 218, Session Laws of Hawaii 2023 ("Act 218"), the office of the Governor of the State of Hawaii was authorized to negotiate with Seller for the acquisition of certain facilities and improvements constituting the WIS, including Seller's interest and the underlying real property interests identified therein.

I. The Land, the WIS Facilities, the Dole Easement Rights, and the Third Party Easement Rights are hereinafter collectively referred to as the "Property".

J. Seller wishes to transfer and convey the Property to Buyer, upon and subject to the terms and conditions set forth herein and consistent with Act 218, and Buyer wishes to acquire the same from Seller upon and subject to the terms and conditions set forth herein and consistent with Act 218.

K. Seller and Buyer acknowledge and agree that certain portions of the Property shall be transferred to BLNR and the remainder of the Property shall be transferred to ADC as follows: (i) the parcels of the Land identified as "BLNR Parcels" in Exhibit A attached hereto and made a part hereof shall be transferred to BLNR, and (ii) the parcels of the Land identified as "ADC Parcels" in Exhibit A, the WIS Facilities, the Dole Easement Rights, and the Third Party Easement Rights shall be transferred to ADC.

NOW, THEREFORE, in consideration of the mutual covenants continued herein, the parties agree as follows:

1. Agreement to Acquire and Convey Property.

Seller hereby agrees to transfer and convey the Property to Buyer and Buyer hereby agrees to acquire the Property from Seller on the terms and conditions of this Agreement.

2. Price and Terms.

2.1 The consideration for the transfer and conveyance of the Property by Seller to Buyer shall be: (i) the payment of nominal monetary consideration of TEN AND NO/100 DOLLARS (\$10.00) (the "Consideration").

2.2 Buyer shall deposit, or cause to be deposited, with Escrow Holder as defined in Section 3.1 below no later than two (2) days prior to the Closing Date immediately available funds in the amount of the Consideration plus all other amounts to be paid by Buyer hereunder through Escrow including all closing costs to be paid by Buyer.

3. Escrow; Due Diligence; Closing Date.

3.1 Upon execution, a copy of this Agreement shall be deposited with Title Guaranty Escrow Services, Inc., as escrow holder ("Escrow Holder"), and shall serve as the escrow instructions, together with such further instructions, if any, as the parties shall provide by written agreement. The parties agree to execute such further escrow instructions as Escrow Holder may reasonably require as long as Escrow Holder shall not require the imposition of any material additional obligations or liabilities on the parties. Such further instructions shall not modify the provisions of this Agreement unless otherwise expressly set forth therein. The escrow ("Escrow") shall be deemed "opened" on the date this Agreement is deposited with Escrow Holder. Except as otherwise provided herein, Seller shall pay all escrow fees.

3.2 Buyer shall have a period of one hundred eighty (180) days after Seller's execution of this Agreement in which to make arrangements with respect to acquisition of the Property, unless otherwise extended by mutual agreement by both parties. Such period shall be referred to as the "Due Diligence Period". Buyer shall have the right to make or cause to be made inspections, investigations and analyses Buyer deems necessary, including but not limited to, compliance by the Property with all health and environmental laws and regulations (meaning any and all present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises and similar items of all governmental legislative bodies, agencies, authorities, departments, commissions, boards, bureaus, or instrumentalities of the United States, the State of Hawaii or any other state or any political subdivisions thereof, and all applicable judicial, administrative, and regulatory decrees, judgments and orders in any way relating to the protection, administration, governance or other regulation of human health or safety, natural resources or the environment) ("Environmental Evaluation"). Seller shall cooperate with Buyer in providing information in Seller's possession regarding the inclusion of the Property, or any portion thereof, in the National Priorities List ("NPL") of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA" or "superfund") and all information pertaining to any deletion or delisting of the Property from the NPL. The cost of any such inspections, tests and studies shall be borne entirely by Buyer. For the sole purpose of conducting such inspections, tests and studies, Buyer and Buyer's representatives shall have the right, during reasonable business hours, upon reasonable notice, to enter onto the Property, subject to Buyer's compliance with any lease or license obligations as to entry on the Property. Buyer will not unduly interfere with the use, occupancy, or business operations of any tenants of the Property. Buyer will keep the Property free from all liens and will promptly restore the Property to its condition existing prior to such inspections.

3.3 "Closing Date" shall mean that date on which, subject to satisfaction of all conditions precedent and contingencies specified herein, the conveyance of the Property to Buyer shall be consummated by the filing of one or more deeds in the Bureau of Conveyances of the State of Hawaii, and the delivery of one or more bills of sale to Buyer or Buyer's designees. "Closing" shall refer to the consummation of the conveyance of the Property to Buyer. Subject to satisfaction of all conditions precedent and contingencies specified herein, including Buyer obtaining (i) Board of Land and Natural Resources approval, (ii) approval to proceed by Agribusiness Development Corporation's board, and (iii) approval to proceed by the Office of the Governor of the State of Hawaii, the Closing Date shall occur not earlier than five (5) days following the end of the Due Diligence Period.

3.4 If Escrow Holder is unable to close Escrow by the Closing Date in compliance with this Agreement, Escrow Holder shall hold the Escrow open and effect Closing as soon as it is able to do so in compliance with this Agreement unless Escrow Holder receives a written demand to terminate the Escrow from either Buyer or Seller, whereupon Escrow Holder shall send a copy of such demand to the other party. If the other party does not object to the termination of the Escrow within five (5) business days of its receipt of such demand, then Escrow Holder shall terminate the Escrow and, except as otherwise provided in this Agreement, return all of the documents and funds then held by Escrow Holder to the party who has deposited

or who is entitled to the same. If the other party objects to the termination of the Escrow within such five (5) business day period, then Escrow Holder shall not terminate the Escrow but shall hold such documents and funds then held by Escrow Holder until Escrow Holder shall have received instructions signed by both parties with respect to such funds and documents. At any time after one party makes written demand for the termination of the Escrow and the other party objects thereto, Escrow Holder may deposit all documents and funds then held by Escrow Holder in a court of competent jurisdiction and, after giving written notice of the same to Buyer and Seller, Escrow Holder's obligations hereunder shall terminate. If, without fault on the part of Escrow Holder, Escrow Holder is involved in any controversy or litigation respecting the Escrow, the parties hereto shall jointly and severally hold Escrow Holder free and harmless from and against any and all loss, cost, damage, liability or expense, including without limitation court costs and reasonable attorneys' fees, to which Escrow Holder may be put or which it may incur by reason of or in connection with such controversy or litigation.

3.5 Escrow Holder is not to be held liable for the sufficiency or correctness as to form, manner of execution or validity of any instruments deposited with Escrow Holder, as to the identity, authority or rights of any person executing the same, nor for any failure to comply with any of the provisions of any agreement, contract or other instrument referred to in this Agreement. Escrow Holder's duties hereunder shall be limited to the safekeeping of any documents or monies received by it as Escrow Holder and for the disposition of the same in accordance with the written instructions of the parties hereto.

#### 4. Representations, Warranties and Agreements of Buyer.

4.1 Buyer hereby represents and warrants the following to Seller for the purpose of inducing Seller to enter into this Agreement and to consummate the transactions contemplated hereby, all of which shall be true as of the date hereof and as of the Closing Date and, except as otherwise expressly provided in this Agreement, shall survive the close of Escrow and conveyance of title to the Property hereunder:

4.1(a) Buyer has the legal power, right and authority to enter into this Agreement. The individuals executing this Agreement on behalf of Buyer have the power, right and authority to bind Buyer.

4.1(b) All requisite action has been taken by Buyer and all requisite consents have been obtained in connection with the entering into of this Agreement.

4.1(c) This Agreement is, and all agreements, instruments and documents to be executed by Buyer provided in this Agreement shall be duly executed by and are, or shall be, valid and legally binding upon Buyer and enforceable in accordance with their respective terms.

4.1(d) The execution of this Agreement shall not result in a breach of or constitute a default under any agreement, document, instrument or any other obligation to which Buyer is a party or to which Buyer may be bound or affected or under any law, statute,

ordinance, rule, governmental regulation or any writ, injunction, order or decree of any court or governmental body, applicable to Buyer.

4.1(e) Buyer is familiar with the Property it is acquiring and has made or by the end of the Due Diligence Period will have made such independent investigation of all physical and economic aspects of the Property and all inspections and investigations of the Property as it deems necessary or appropriate including, without limitation, the cost of any utility connections and service fees, availability of suitable access to and from the Property, availability and cost of any utility laterals required to service the Property, Buyer's Environmental Evaluation as set forth in Section 3.2, and also including its own independent assessment of the economic feasibility of its planned use for the Property. In this regard, it is expressly understood and agreed that Seller has not made any representation or warranty, express or implied, regarding any aspect of the Property (including any tangible personal property included therein) including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, suitability, habitability, quality, physical or operating condition, legal access, economic feasibility, value, or availability of suitable access and utilities. To the extent permitted by law, Buyer hereby releases, acquits and discharges Seller of and from, and hereby waives, any and all claims, actions, causes of action, suits, proceedings, demands, rights, damages, costs, expenses or other compensation whatsoever, whether known or unknown, foreseeable or unforeseeable, that Buyer now has or may have or which may arise in the future, arising out of or in any way connected with any of the condition or aspect of the Property, however and whenever occurring, except for any rights or remedies Buyer may have or may arise in the future based on Seller's non-disclosure, concealment, or misrepresentation of known material defects or material facts regarding any aspect of the Property. Buyer is relying solely upon its own inspection, investigation and analysis and is acquiring the Property "AS IS, WITH ALL FAULTS," in its present state and condition, except as provided herein. This Section shall survive the Closing and delivery and recordation of the Deeds (as hereinafter defined). However, such waiver shall not release Seller from any liability to third parties that Seller may have under applicable law resulting from the 2026 weather events (as such term is hereinafter defined); provided, further, that such waiver in this section shall not preclude the State from exercising any rights it may have as a governmental entity to enforce applicable environmental law for matters resulting from the 2026 weather events. As used herein, the term "2026 weather events" shall mean any and all weather events affecting the State of Hawaii in March and April, 2026. No provision contained in this section shall prevent the State from pursuing all remedies legally available to the State against any third party.

Without in any way limiting the provisions of this Section 4.1(e) above, Buyer understands and acknowledges that:

- (1) Seller makes no representation as to the development potential of the Property including the availability or lack of utility services.
- (2) The Property and/or surrounding areas are being used, or may have been used in the past, for agricultural operations, which operations may have involved the use of pesticides, herbicides, fertilizers and/or other chemicals incident to agricultural uses. Therefore, the Property may not be suitable for cultivation of "organic" crops or livestock. In

addition, such materials may or may not constitute hazardous materials under applicable law.

(3) Seller makes no guaranty, warranty, or representation to the Buyer as to the availability, quantity, potability or suitability of water for the Property or Buyer's intended uses. Buyer at its own expense shall investigate and confirm whether the Property has sufficient access for vehicular, utility and any other purpose desired by Buyer.

(4) Above-ground or below-ground irrigation lines may run through the Property. If so, Seller at its option may cut and cap such lines at the Property borders and abandon such lines in place.

(5) Buyer, at its own expense, shall investigate and confirm whether the Property has sufficient access for vehicular, utility and any other purpose desired by Buyer. Seller shall have no obligation or responsibility to provide or arrange for any access to and from the Property; Buyer shall solely bear the responsibility and cost to obtain any and all such access to and from the Property as Buyer may determine to be necessary or desirable.

4.1(f) Upon Seller's receipt of notification of any material fact that could adversely change any of Buyer's representations or warranties contained in this Section 4.1, Seller may, at Seller's option (a) waive the breach that would be caused by such change, (b) agree with Buyer to adjust the terms of this Agreement to compensate Seller for such change, or (c) terminate this Agreement for breach of Buyer's representations and warranties, and any escrow cancellation fees will be paid by Buyer.

Liability for breaches of representations and warranties of Buyer contained in this Section shall survive the Closing Date and remain in full force and effect indefinitely after the Closing Date.

4.2 Buyer agrees to deliver to Seller any documents reasonably requested by Seller evidencing that Buyer has the power and authority to enter into this Agreement and to consummate the transactions hereunder.

## 5. Representations, Warranties and Agreement of Seller.

5.1 Seller hereby represents and warrants the following to Buyer for the purpose of inducing Buyer to enter into this Agreement and to consummate the transactions contemplated hereby, all of which shall be true as of the date hereof and as of the Closing Date and, except as otherwise expressly provided in this Agreement, shall survive the close of Escrow and conveyance of title to the Property hereunder:

5.1(a) Seller has the legal power, right and authority to enter into this Agreement and the instruments and documents referenced herein, and to consummate the transactions contemplated hereby. The individuals executing this Agreement and the instruments referenced herein on behalf of Seller have the power, right and authority to bind Seller.

5.1(b) All requisite action has been taken by Seller and all requisite consents have been or will be obtained in connection with the entering into of this Agreement and the instruments and documents referenced herein, and the consummation of the transactions contemplated hereby.

5.1(c) This Agreement is, and all agreements, instruments and documents to be executed by Seller provided in this Agreement shall be duly executed by and are, or shall be, valid and legally binding upon Seller and enforceable in accordance with their respective terms.

5.1(d) Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby shall result in a breach of or constitute a default under any agreement, document, instrument, or other obligation to which Seller is a party or to which Seller may be bound or affected under any law, statute, ordinance, rule, governmental regulation or any writ, injunction, order or decree of any court or governmental body, applicable to Seller or to the Property.

5.1(e) Seller is not a foreign person for purposes of the withholding provisions of Section 1445 of the Internal Revenue Code, as amended.

5.1(f) Seller is not a nonresident person for purposes of the withholding provisions of section 235-68 of Hawaii Revised Statutes, as amended.

5.1(g) To Seller's knowledge, the due diligence materials delivered to Buyer are true and correct, and complete copies of all such materials in Seller's possession.

5.1(h) Except for licenses to (i) Island Power Hawaii and (ii) Darnelle Travis (collectively, the "Permitted Licenses") to be assigned to BLNR at Closing, from the date of this Agreement to the Closing Date, Seller will not, without the prior written consent of Buyer, make any leases, contracts, options, or agreements affecting the Property that would in any manner impede Seller's ability to perform hereunder and deliver title as agreed herein.

5.1(i) Except as disclosed by Seller in writing, as set forth in the DLNR Notice, or as otherwise known by ADC and/or BLNR, Seller has not received any notice of pending or threatened investigation, litigation or other legal proceeding that in any way affects the Property.

Except as disclosed by Seller in writing, as set forth in the DLNR Notice, or as otherwise known by ADC and/or BLNR, Seller has not received any notice from any governmental authority of any pending or threatened condemnation or eminent domain proceeding affecting the Property, and Seller has not received any written notice of any condemnation, environmental, or zoning proceedings instituted or planned to be instituted that would affect the Property. Seller shall notify Buyer promptly of any such proceedings or litigation of which Seller becomes aware.

5.1(j) To Seller's knowledge, no attachments, execution proceedings,

assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, or other proceedings are pending or threatened against Seller, nor are any such proceedings contemplated by Seller.

5.1(k) Except as disclosed by Seller in writing, as set forth in the DLNR Notice, or as otherwise known by ADC and/or BLNR, Seller has not received written notice of a violation of federal, state and municipal laws, ordinances, rules and regulations, including, but not limited to zoning and building codes, rules or regulations, fire codes, rules or regulations and environmental laws, rules and regulations (including, but not limited to, those laws, rules and regulations related to wetlands protection) regarding the Property.

5.1(l) All risk of loss will remain with Seller until the Closing Date. If the Property is destroyed or damaged after the date of this Agreement and before the Closing Date, then Buyer or Seller may, at their option elect to terminate this Agreement with no damages accountable to Buyer.

5.1(m) Except as disclosed by Seller in writing, as set forth in the DLNR Notice, or as otherwise known by ADC and/or BLNR, to Seller's knowledge the operations of Seller are in compliance, in all material respects, with all applicable laws and regulations, which compliance includes obtaining, maintaining and complying with any applicable permits required under all applicable environmental laws necessary to operate its business. Except as disclosed by Seller in writing, as set forth in the DLNR Notice, or as otherwise known by Buyer, Seller currently has all required permits necessary for the operation of its business as presently conducted and is not in material default or violation of any term, condition or provision of any permit or contract to which it is a party

5.1(n) Seller shall be solely responsible for all third-party claims related to the 2026 weather events arising prior to the Closing Date or arising after the Closing Date, whether such claims are made, incurred, pending or filed after the Closing Date. Seller agrees to hold harmless Buyer from and against all claims asserted against Buyer by any third party arising out of or in connection with the 2026 weather events.

5.1(o) Upon Buyer's receipt of notification of any material fact that could adversely change any of Seller's representations or warranties contained in this Section 5.1, Buyer may, at Buyer's option (a) waive the breach that would be caused by such change, (b) agree with Seller to adjust the terms of this Agreement to compensate Buyer for such change, or (c) terminate this Agreement for breach of Seller's representations and warranties, and any escrow cancellation fees will be paid by Seller.

The term "Seller's knowledge" or words of similar import, shall mean the knowledge, information, and belief after due and diligent inquiry, of Daniel Nellis, and all relevant employees of Seller who may or may have reasonably acquired or confirmed such information. As between Seller and Buyer, Seller shall be solely responsible for all third-party claims of personal injury and/or property damage related to the Property arising prior to the Closing Date or arising after the Closing Date out of circumstances that occurred before the Closing Date, whether such claims are made, incurred, pending, or filed after the Closing Date.

Liability for breaches of representations and warranties of Seller contained in this Section shall survive the Closing Date and remain in full force and effect indefinitely after the Closing Date.

6. Representations and Warranties of Seller and Buyer re Brokers.

6.1 Each party shall be responsible for their own obligations or liabilities to pay any real estate broker's commission, finder's fee, or other compensation to any person, firm or corporation arising from or in connection with this Agreement or the Property.

7. Conditions Precedent to Obligation to Close.

7.1 Buyer's obligation to consummate the acquisition of the Property shall be conditioned upon satisfaction or waiver of each of the following conditions precedent:

7.1(a) Seller shall cause the delivery of preliminary title reports for the Property (collectively, the "PTRs") from Title Guaranty of Hawaii, Incorporated (the "Title Company"), which shall be updates to the preliminary title reports set forth in Exhibit I attached hereto. Buyer also has had the opportunity to obtain a survey at Buyer's expense. Buyer shall have a period of ten (10) business days following receipt of the PTR and the receipt of a pro forma policy that Buyer shall request in writing to Title Company within three (3) days following the date of this Agreement, whichever shall later occur to notify Seller of any encumbrances or exceptions affecting the Property disapproved by Buyer. With respect to such exceptions as are disapproved by Buyer, Seller (i) may cause each such exception to be removed or insured against, or (ii) may elect to take no action. In the event that Seller provides written notice to Buyer that Seller elects to take no action, Buyer shall have the right to terminate this Agreement within five (5) days following receipt of such written notice. The encumbrances and exceptions noted in the PTRs shall be referred to herein as "Permitted Exceptions", except that Permitted Exceptions shall not include any monetary liens or encumbrances affecting the Property; Seller shall be required to remove all such monetary liens or encumbrances prior to Closing. If on the Closing Date, there are any liens, assessments or encumbrances that Seller has agreed to pay and discharge, Seller shall deposit with Escrow Holder or instruct Escrow Holder to deduct from Seller's proceeds, as applicable, sufficient monies to so that the Property is conveyed free of any such monetary liens, assessments and encumbrances. No later than two (2) days prior to the Closing Date, Seller shall cause to be provided to Escrow Holder all releases that will be filed or recorded to effectively release all such monetary liens or encumbrances that are not Permitted Exceptions, and Escrow Holder will provide copies thereof to Buyer.

7.1(b) The representations and warranties of Seller contained in Sections 5 and 6 shall be true on and as of the close of Escrow as if the same were made on and as of that date.

7.1(c) Seller shall have performed and complied with all agreements, covenants and conditions required by this Agreement to be performed or complied with by Seller prior to or on the close of Escrow.

7.1(d) There shall not have been filed by or against Seller at any time prior to or on the close of Escrow any bankruptcy, reorganization or arrangement petition.

7.1(e) On or before the expiration of the Due Diligence Period, Buyer shall have obtained approval by the Board of Land and Natural Resources (the "BLNR Board") to acquire the Property, which approval is subject to the BLNR Board's sole discretion.

7.1(f) On or before the expiration of the Due Diligence Period, Buyer shall have obtained approval by the Board of the Agribusiness Development Corporation (the "ADC Board") to acquire the Property, which approval is subject to the ADC Board's sole discretion.

7.1(g) On or before the expiration of the Due Diligence Period, Buyer shall have obtained approval by the Office of the Governor of the State of Hawaii, which approval is subject to its sole discretion.

7.1(h) The transfer of the BLNR Parcels to BLNR is subject to the availability of funding in the amount of \$14 million for soil remediation of the BLNR Parcels. If State funding is needed to satisfy this condition, BLNR shall obtain written confirmation from the State of Hawaii Department of Budget and Finance that \$14 million is available in satisfaction of this condition prior to the transfer.

7.2 Seller's obligation to consummate the conveyance of the Property shall be conditioned upon satisfaction or waiver of each of the following conditions precedent:

7.2(a) The representations and warranties of Buyer contained in Sections 4 and 6 shall be true on and as of the close of Escrow as if the same were made on and as of that date.

7.2(b) Buyer shall have performed and complied with all agreements, covenants and conditions required by this Agreement to be performed or complied with by Buyer prior to or on the close of Escrow.

7.2(c) There shall not have been filed by or against Buyer at any time prior to the close of Escrow any bankruptcy, reorganization or arrangement petition.

8. Seller shall cause the Title Company to issue to Buyer at Closing the Title Company's standard owner's policy of title insurance, if available with respect to the Property (the "Title Policy"), with a liability limit in the amount of the most recent real property tax assessed value of the Property, showing title to the Property to be vested in Buyer, subject only to the Permitted Exceptions and the standard printed exceptions in the Title Policy. Prior to closing, Buyer shall be entitled to receive and review a copy of a pro forma title policy. The premium for such Title Policy (including the cost of the Pro Forma, if any) shall be paid by Seller. Buyer shall be responsible for the cost of any title insurance endorsements and related expenses requested by it, and if Buyer shall desire an ALTA extended, rather than a standard owner's, policy of title insurance, Buyer shall bear the incremental cost thereof including any ALTA survey costs.

9. The transfer of the BLNR Parcels to BLNR is subject to the availability of funding in the amount of \$14 million for soil remediation of the BLNR Parcels. If State funding is needed to satisfy this condition, BLNR shall obtain written confirmation from the State of Hawaii Department of Budget and Finance that \$14 million is available in satisfaction of this condition prior to the transfer.

10. Closing.

10.1 At least one (1) business day prior to the Closing Date, Seller shall authorize Escrow Holder to deduct from Seller's proceeds, or deliver to Escrow such funds as may be necessary to comply with Seller's obligation hereunder regarding prorations, costs, expenses, and removal of liens or encumbrances, and payment of taxes and assessments, if any. At least two (2) business days prior to the Closing Date, Seller shall deliver to Escrow Holder the following documents, fully executed and acknowledged where appropriate:

10.1(a) One or more deeds substantially in the form of attached hereto and made a part hereof, conveying (i) the BLNR Parcels to BLNR, and (ii) the ADC Parcels to ADC (collectively, the "Deeds").

10.1(b) One or more bills of sale quitclaiming Seller's right, title and interest in and to the WIS Facilities to ADC, substantially in the form of Exhibit E attached hereto and made a part hereof (collectively, the "Bills of Sale").

10.1(c) One or more grants of easement granting the Dole Easement Rights to ADC, substantially in the form of Exhibit F attached hereto and made a part hereof (collectively, the "Grants of Easement").

10.1(d) One or more assignments of grants assigning Seller's right, title and interest in and to the Third Party Easement Rights to ADC, substantially in the form of Exhibit G attached hereto and made a part hereof (collectively, the "Easement Assignments").

10.1(e) An assignment of the Permitted Licenses to BLNR, substantially in the form of Exhibit H attached hereto and made a part hereof (the "License Assignment").

10.1(f) Such additional documents as shall be reasonably required to consummate the transactions contemplated hereunder in accordance with the covenants, terms and conditions contained in this Agreement.

10.2 At least two (2) business days prior to the Closing Date, Buyer shall deliver to Escrow Holder the Consideration, together with all closing costs to be paid by Buyer and all other amounts to be paid by Buyer through Escrow in immediately available funds and any documents reasonably necessary to effectuate the acquisition of the Property. At least two (2) business days prior to the Closing Date, Buyer shall deliver to Escrow Holder the following documents, fully executed and acknowledged, where appropriate, and such other items as follows:

10.2(a) The Deeds.

10.2(b) The Bills of Sale.

10.2(c) The Grants of Easement.

10.2(d) The Easement Assignments.

10.2(e) The License Assignment.

10.2(f) Such additional documents as shall be reasonably required to consummate the transactions contemplated hereunder in accordance with the covenants, terms and conditions contained in this Agreement.

10.3 Seller shall be responsible for and shall pay all real property taxes, assessments, and other charges attributable to the Property and WIS Facilities for all periods prior to the Closing Date. Any delinquent taxes shall be satisfied at or prior to Closing from funds accruing to Seller.

10.4 Each party shall pay all attorneys' fees, accounting fees, and other expenses incurred by it in connection with the transactions contemplated hereby. Seller shall pay (i) all escrow fees, (ii) the cost of the PTRs, (iii) all transfer taxes, and (iv) all recording fees. Buyer shall pay (i) its own appraisal costs, (ii) its own survey costs, (iii) the cost of its own environmental site assessment report, and (iv) the cost of any title insurance obtained by Buyer. All other closing costs shall be paid for by the Seller.

10.5 Notwithstanding the foregoing Section 9.4, in the event of a default by Seller or Buyer hereunder, all cancellation fees and other Escrow charges shall be borne by the defaulting party.

10.6 On the close of Escrow, subject to Escrow Holder having received the documents and monies required to be deposited into Escrow pursuant to this Agreement and Escrow having received no written notice by a party that a condition precedent to its obligation to close has not been satisfied, Escrow shall do each of the following:

10.6(a) Duly record the Deeds, the Grants of Easement, and the Easement Assignments and arrange for the delivery to the parties conformed copies thereof as soon as available.

10.6(b) Deliver the Consideration to Seller.

10.6(c) Disburse funds as necessary to comply with the provisions of this Agreement pertaining to the payment of the closing costs and prorations pursuant to Sections 9.3 and 9.4.

10.6(d) Deliver executed originals of (i) the Bills of Sale to ADC and (ii) the License Assignment to BLNR.

11. Condemnation.

If, prior to the close of Escrow, any eminent domain or condemnation proceedings are commenced with respect to any portion of the Property, Buyer may, at Buyer's election, either: (i) terminate this Agreement and the rights and obligations of the parties by delivering written notice to Seller, or (ii) proceed to Closing without any reduction of the Consideration or other change in terms, in which case Seller shall assign to Buyer at the close of Escrow all condemnation proceeds.

12. Intentionally omitted.

13. Notices.

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given (i) the second (2nd) business day after deposit in the United States mail, registered or certified mail, postage prepaid, return receipt requested, and addressed to the recipient party at its address below; (ii) on the date of scheduled delivery when deposited with a nationally recognized overnight courier service (e.g., Federal Express, UPS or Airborne) for next day delivery, and addressed to the recipient party at its address below; (iii) upon successful transmission of the email to the recipient's computer, when sent by email to the email address of the party listed below in this Section; or (iv) upon successful delivery by facsimile. Either party may, from time to time, by notice as herein provided, designate a different address to which notice to it shall be sent. The parties' initial addresses for such notices are as follows:

To Seller:                   Wahiawa Water Company, Inc.  
Dole Food Company, Inc.  
1116 Whitmore Avenue  
Wahiawa, HI 96786-1301  
Attn: Daniel Nellis  
Fax: 808-621-7410  
Email: dan.nellis@dole.com

With copy to:               Dole Food Company, Inc.  
200 S. Tryon Street, Suite 600  
Charlotte, North Carolina 28273  
Attn: Jared Gale, Esq.  
Fax:  
Email: Jared.Gale@dole.com

To Buyer:                   State of Hawaii,  
Department of Land and Natural Resources, Land Division  
1151 Punchbowl Street  
Honolulu, HI 96813  
Fax: (808) 587-0390

Email: ryan.kp.kanakaole@hawaii.gov

And to: State of Hawaii,  
Agribusiness Development Corporation  
235 South Beretania Street, Suite 205  
Honolulu, HI 96813  
Fax: (808) 586-0189  
Email: wendy.l.gady@hawaii.gov

14. Further Assurances.

Seller and Buyer agree that, at any time or from time to time after the execution of this Agreement and whether before or after the Closing, they shall, upon request of each other, execute and deliver such further documents and do such further acts and things as such party may reasonably request in order to fully effect the purpose of this Agreement.

15. Attorneys' Fees.

In the event of any action for breach of, to enforce the provisions of, or otherwise involving this Agreement, both parties shall bear their own fees and costs.

16. Assignment.

Neither party may, without the prior written consent of the other, which consent may be given or withheld in its sole and absolute discretion, assign this Agreement or any interest herein, and any attempt by the assigning party to transfer this Agreement or any of the assigning party's rights hereunder without such consent shall be null and void and if the assigning party undertakes any such action, then the assigning party will have committed a breach of this Agreement and the non-assigning party may, at its option, terminate this Agreement. In the event of any assignment made with the consent of the other party, the assignee shall expressly assume the obligations of the assigning party, and such assignee shall succeed to all of the rights and remedies hereunder, including, but not limited to, the specific performance of this Agreement. Nevertheless, no such assignment shall relieve the assigning party of ultimate liability or responsibility for the performance of its obligations hereunder. This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the parties hereto. Notwithstanding the foregoing, Buyer shall have the right to designate entities to take title to the separate parcels of the Property within separate entities.

17. Miscellaneous Provisions.

17.1 This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, oral or written, express or implied, and all understandings, negotiations or discussions of the parties, whether oral or written, and there are no warranties, representations or agreements between the parties in connection with the subject matter hereof except as are set forth herein.

17.2 If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the remainder of such provision or any other provisions hereof.

17.3 No waiver by any party or any breach hereunder shall be deemed a waiver of any other or subsequent breach.

17.4 This Agreement may not be altered, amended, changed, waived, terminated or modified in any respect or particular unless the same shall be in writing signed by or on behalf of the party to be charged therewith.

17.5 Either party may, at any time or times, at its election, waive any of the conditions to its obligations hereunder, but any such waiver shall be effective only if contained in a writing signed by such party. No waiver shall reduce the rights and remedies of such party by reason of any breach of the other party.

17.6 Except as specifically provided to the contrary in this Agreement, each and every agreement, obligation, warranty, representation, and covenant of Seller and Buyer contained herein shall survive the Closing hereunder and the transfer and conveyance of the Property and any and all performances hereunder.

17.7 Time is of the essence of this Agreement.

17.8 Except as otherwise specifically provided herein, no remedy conferred upon a party in this Agreement is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

17.9 This Agreement shall be construed and enforced in accordance with the laws of the State of Hawaii.

17.10 This Agreement may be executed in counterparts, each of which shall be deemed an original, but which when taken together shall constitute one and the same instrument.

17.11 Except as otherwise provided by law or agreed to by Seller, Buyer shall keep confidential all information obtained from Seller. Seller shall keep confidential all information obtained from Buyer. In the event that the sale does not close, each party shall return to the other all confidential information received in the course of this transaction. Seller understands and acknowledges that once the sale of the Property closes, all documentary and

other tangible evidence in possession of Buyer, other than Seller's proprietary business records, may be subject to disclosure to any requesting entity under Chapter 92F, Hawaii Revised Statutes, and any other open record law of the State of Hawaii, including electronic files and electronic mail files.

Additionally, the parties' obligations of confidentiality shall be subject to the following exceptions:

- (a) if and to the extent the information is already a matter of public record;
- (b) if and to the extent the information is acquired totally apart from the other party or its employees, agents or representatives;
- (c) if such disclosures are necessary to the disclosing party's attorney, accounts, architect, engineer, appraiser, or other consultant (collectively, "Permitted Representatives") on the condition that such party shall require each of its Permitted Representatives to keep that information confidential; and
- (d) such disclosures are required by law or by any litigation involving one or both of the parties hereto with respect to the Property; provided further that prior to making any disclosure(s) required by law, the disclosing party shall give the other party as much notice thereof as is legally permitted, along with a copy of the proposed disclosures.

17.12 Existing Agreements. Seller shall maintain all existing contracts with respect to the management of the Property, including any fire, extended coverage and general liability insurance applicable to the Property in full force and effect without modification until Closing. Effective as of Closing, Seller shall terminate the following to the extent applicable to the Property and pay all outstanding amounts with respect thereto except for any contracts necessary to fulfill obligations as enumerated in the Transition Services Agreement to be executed contemporaneously with this Agreement: any and all (a) personnel, (b) contracts (including advertising, employment, maintenance, management, marketing, security, service or similar contracts), (c) insurance policies, and (d) leases and licenses other than the Permitted Licenses. Buyer will not assume any such agreements at Closing, except for the Permitted Licenses.

17.13 Availability of Funds. All payments by the State of Hawaii, including but not limited to the Department of Land and Natural Resources and the Agribusiness Development Corporation, due under this instrument are contingent upon and may not exceed the amount of appropriations available at the time such payments are due hereunder. Additionally, nothing contained in this instrument shall be interpreted as implying that the State of Hawaii Legislature, will, at any later date, appropriate sufficient funds to meet any deficiencies hereunder. No legal liability on the part of the State of Hawaii for any payment may arise under this instrument until funds are made available to the State of Hawaii, Department of Land and Natural Resources, by its Board of Land and Natural Resources, or State of Hawaii, Agribusiness Development Corporation.

IN WITNESS WHEREOF, the parties have executed this Wahiawa Irrigation System Transfer Agreement as of the date first set forth above.

"SELLER"

DOLE FOOD COMPANY, INC., a North Carolina corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

WAHIAWA WATER COMPANY, INC., a Hawaii corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

[The remainder of this page is intentionally left blank; the next page is the signature page.]

"BUYER"

Approved by the Board of Land and Natural Resources at its meeting held on March 27, 2026

STATE OF HAWAII, BOARD OF LAND AND NATURAL RESOURCES

APPROVED AS TO FORM, LEGALITY, EXCEPTIONS, AND RESERVATIONS:

By: RYAN K.P. KANAKA‘OLE  
Its Acting Chairperson

Deputy Attorney General

APPROVED AS TO FORM, LEGALITY, EXCEPTIONS, AND RESERVATIONS:

STATE OF HAWAII, AGRIBUSINESS DEVELOPMENT CORPORATION, a public body corporate and politic and an instrumentality and agency of the State of Hawaii

Deputy Attorney General

By: WENDY L. GADY  
Its Executive Director

ACKNOWLEDGED AND ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

Title Guaranty Escrow Services, Inc.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

EXHIBIT A

DESCRIPTION OF LAND

**BLNR PARCELS:**

FIRST:

All of that certain parcel of land (being portion of the land described in and covered by Land Patent Grant Number 4616 to Mrs. Mary E. Clark) situate, lying and being at Wahiawa, District of Wahiawa, City and County of Honolulu, State of Hawaii, bearing Tax Key designation (1) 7-3-001-003 and containing an area of 7.810 acres, more or less.

BEING THE PREMISES ACQUIRED BY QUITCLAIM DEED

GRANTOR : CASTLE & COOKE, INC., a Hawaii corporation

GRANTEE : WAHIAWA WATER COMPANY, INC., a Hawaii corporation

DATED : January 17, 1991

RECORDED : Document No. 91-016607

SECOND:

All of that certain parcel of land (being portion of the land described in and covered by Land Patent Grant Number 4616 to Mrs. Mary E. Clark) situate, lying and being at Wahiawa, District of Wahiawa, City and County of Honolulu, State of Hawaii, bearing Tax Key designation (1) 7-3-001-019 and containing an area of 0.598 acre, more or less.

BEING THE PREMISES ACQUIRED BY QUITCLAIM DEED

GRANTOR : CASTLE & COOKE, INC., a Hawaii corporation

GRANTEE : WAHIAWA WATER COMPANY, INC., a Hawaii corporation

DATED : January 17, 1991

RECORDED : Document No. 91-016607

THIRD:

All of that certain parcel of land situate Wahiawa, District of Wahiawa, City and County of Honolulu, State of Hawaii, described as follows:

LOT 1-B-22, area 18,514 square feet, more or less, as shown on Map 21, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 12 of T.H. Gibson, W.B. Thomas and B.O. Clark, Trustees.

Being land(s) described in Transfer Certificate of Title No. 365,782 issued to WAHIAWA WATER COMPANY, INC., a Hawaii corporation.

BEING THE PREMISES ACQUIRED BY QUITCLAIM DEED

GRANTOR : CASTLE & COOKE, INC., a Hawaii corporation

GRANTEE : WAHIAWA WATER COMPANY, INC., a Hawaii corporation

DATED : January 17, 1991

FILED : Land Court Document No. 1799975

RECORDED : Document No. 91-016607

FOURTH:

All of that certain parcel of land (being portions of the lands described in and covered by (A) Land Patent Grant Number 4623 to L. G. Kellogg; (B) Land Patent Grant Number 4616 to Mrs. Mary E. Clark; and (C) abandoned government road parcel) situate, lying and being at Wahiawa, District of Wahiawa, City and County of Honolulu, State of Hawaii, bearing Tax Key designation (1) 7-3-007-001 and containing an area of 178.652 acres, more or less.

BEING THE PREMISES ACQUIRED BY QUITCLAIM DEED

GRANTOR : CASTLE & COOKE, INC., a Hawaii corporation

GRANTEE : WAHIAWA WATER COMPANY, INC., a Hawaii corporation

DATED : January 17, 1991

RECORDED : Document No. 91-016607

EXCEPTING AND EXCLUDING from the above described parcel of land, all of that portion thereof conveyed to the CITY AND COUNTY OF HONOLULU, a municipal corporation of the

State of Hawaii, by DEED of CASTLE & COOKE, INC., a Hawaiian corporation, dated August 19, 1964, recorded in Liber 4827 at Page 381.

FIFTH:

All of that certain parcel of land (being portion of the land described in and covered by Land Patent Grant Number 4616 to Mrs. Mary E. Clark) situate, lying and being at Wahiawa, District of Wahiawa, City and County of Honolulu, State of Hawaii, bearing Tax Key designation (1) 7-3-008-001 and containing an area of 0.745 acre, more or less.

BEING THE PREMISES ACQUIRED BY QUITCLAIM DEED

GRANTOR : CASTLE & COOKE, INC., a Hawaii corporation

GRANTEE : WAHIAWA WATER COMPANY, INC., a Hawaii corporation

DATED : January 17, 1991

RECORDED : Document No. 91-016607

SIXTH:

All of that certain parcel of land (being portion of the land described in and covered by Land Patent Grant Number 4616 to Mrs. Mary E. Clark) situate, lying and being at Wahiawa, District of Wahiawa, City and County of Honolulu, State of Hawaii, bearing Tax Key designation (1) 7-3-010-003 and containing an area of 0.720 acre, more or less.

BEING THE PREMISES ACQUIRED BY QUITCLAIM DEED

GRANTOR : CASTLE & COOKE, INC., a Hawaii corporation

GRANTEE : WAHIAWA WATER COMPANY, INC., a Hawaii corporation

DATED : January 17, 1991

RECORDED : Document No. 91-016607

SEVENTH:

All of that certain parcel of land (being portion of the land described in and covered by Land Patent Grant Number 4623 to L. G. Kellogg) situate, lying and being at Wahiawa, District of

Wahiawa, City and County of Honolulu, State of Hawaii, bearing Tax Key designation (1) 7-3-011-003 and containing an area of 1.320 acre, more or less.

BEING THE PREMISES ACQUIRED BY QUITCLAIM DEED

GRANTOR : CASTLE & COOKE, INC., a Hawaii corporation

GRANTEE : WAHIAWA WATER COMPANY, INC., a Hawaii corporation

DATED : January 17, 1991

RECORDED : Document No. 91-016607

EIGHTH:

All of that certain parcel of land (being portion of the land described in and covered by Land Patent Grant Number 4623 to L. G. Kellogg) situate, lying and being at Wahiawa, District of Wahiawa, City and County of Honolulu, State of Hawaii, bearing Tax Key designation (1) 7-3-011-006 and containing an area of 0.090 acre, more or less.

BEING THE PREMISES ACQUIRED BY QUITCLAIM DEED

GRANTOR : CASTLE & COOKE, INC., a Hawaii corporation

GRANTEE : WAHIAWA WATER COMPANY, INC., a Hawaii corporation

DATED : January 17, 1991

RECORDED : Document No. 91-016607

NINTH:

All of that certain parcel of land (being portion of the land described in and covered by Land Patent Grant Number 4623 to L. G. Kellogg) situate, lying and being at Wahiawa, District of Wahiawa, City and County of Honolulu, State of Hawaii, bearing Tax Key designation (1) 7-3-011-007 and containing an area of 0.800 acre, more or less.

BEING THE PREMISES ACQUIRED BY QUITCLAIM DEED

GRANTOR : CASTLE & COOKE, INC., a Hawaii corporation

GRANTEE : WAHIAWA WATER COMPANY, INC., a Hawaii corporation

DATED : January 17, 1991

RECORDED : Document No. 91-016607

TENTH:

All of that certain parcel of land (being a portion of the land described in and covered by Land Patent Grant Number 4623 to L. G. Kellogg) situate, lying and being at Wahiawa, District of Wahiawa, City and County of Honolulu, State of Hawaii, bearing Tax Key designation (1) 7-3-012-006 and containing an area of 0.351 acre, more or less.

BEING THE PREMISES ACQUIRED BY QUITCLAIM DEED

GRANTOR : CASTLE & COOKE, INC., a Hawaii corporation

GRANTEE : WAHIAWA WATER COMPANY, INC., a Hawaii corporation

DATED : January 17, 1991

RECORDED : Document No. 91-016607

ELEVENTH:

All of that certain parcel of land (being portion of the land described in and covered by Land Patent Grant Number 4616 to Mrs. Mary E. Clark) situate, lying and being at Wahiawa, District of Wahiawa, City and County of Honolulu, State of Hawaii, bearing Tax Key designation (1) 7-4-001-003 and containing an area of 3.549 acres, more or less.

BEING THE PREMISES ACQUIRED BY QUITCLAIM DEED

GRANTOR : CASTLE & COOKE, INC., a Hawaii corporation

GRANTEE : WAHIAWA WATER COMPANY, INC., a Hawaii corporation

DATED : January 17, 1991

RECORDED : Document No. 91-016607

TWELFTH:

All of that certain parcel of land (being portion of the land described in and covered by Land Patent Grant Number 4625 to Addie O. Clark) situate, lying and being at Wahiawa, District of

Wahiawa, City and County of Honolulu, State of Hawaii, bearing Tax Key designation (1) 7-4-012-001 and containing an area of 1.930 acres, more or less.

BEING THE PREMISES ACQUIRED BY QUITCLAIM DEED

GRANTOR : CASTLE & COOKE, INC., a Hawaii corporation

GRANTEE : WAHIAWA WATER COMPANY, INC., a Hawaii corporation

DATED : January 17, 1991

RECORDED : Document No. 91-016607

**ADC PARCELS:**

FIRST:

-PARCEL FIRST:-

All of that certain parcel of land situate Wahiawa, District of Wahiawa, City and County of Honolulu, State of Hawaii, described as follows:

LOT 33-A-2, area 1.03 acres, more or less, as shown on Map 14, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 12 of T.H. Gibson, W.B. Thomas and B.O. Clark, Trustees.

-PARCEL SECOND:-

All of that certain parcel of land situate at Wahiawa, District of Wahiawa, City and County of Honolulu, State of Hawaii, described as follows:

LOT 34-B-2, area 1.15 acres, more or less, as shown on Map 14, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 12 of T.H. Gibson, W.B. Thomas and B.O. Clark, Trustees.

Being land(s) described in Transfer Certificate of Title No. 365,782 issued to WAHIAWA WATER COMPANY, INC., a Hawaii corporation.

SECOND:

All of that certain parcel of land (being portion of the land described in and covered by Land Patent Grant Number 4623 to L. G. Kellogg) situate, lying and being at Wahiawa, District of

Wahiawa, City and County of Honolulu, State of Hawaii, bearing Tax Key designation (1) 7-3-013-003 and containing an area of 5.706 acres, more or less.

THIRD:

All of that certain parcel of land (being a portion of the land described in and covered by Land Patent Grant Number 4623 to L. G. Kellogg) situate, lying and being at Wahiawa, District of Wahiawa, City and County of Honolulu, State of Hawaii, bearing Tax Key designation (1) 7-3-012-002 and containing an area of 1.683 acres, more or less.

EXHIBIT B

DESCRIPTION OF DOLE FACILITIES

LOCATION (BY TMK)	DESCRIPTION
(1) 6-5-005-011	siphon, ditch, basin, filter station
(1) 6-5-002-019	ditch
(1) 6-5-002-018	ditch
(1) 6-5-003-022	ditch, siphon, filter station
(1) 6-5-005-008	pipeline, ditch, reservoir
(1) 6-5-005-010	pipeline, ditch, filter station
(1) 6-5-005-003	ditch, filter station

## EXHIBIT C

### DESCRIPTION OF THIRD PARTY EASEMENT RIGHTS

1. Grant of Nonexclusive Easement for Access and Maintenance dated June 20, 2008, by and between Pioneer Hi-Bred International, Inc., as Grantor, and Dole Food Company, Inc., as Grantee, filed in the Office of Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3761412 and recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2008-100335, affecting real property identified by Tax Map Key Nos. (1) 6-7-002-004por; (1) 6-8-007-001por; and (1) 6-8-007-002por., as amended by Amendment of Grant of Nonexclusive Easement for Access and Maintenance dated September 29, 2008, filed in the Office of Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3799261 and recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2008-161440, affecting real property identified by Tax Map Key Nos. (1) 6-7-002-004por; (1) 6-8-003-043por; (1) 6-8-003-044por; (1) 6-8-007-001por; and (1) 6-8-007-002.
2. Grant of Nonexclusive Easement dated May 25, 2010, by and between Flying R Livestock Co., Ltd., as Grantor, and Dole Food Company, Inc., as Grantee, filed in the Office of Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3966465 and recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2010-072662, affecting real property identified by Tax Map Key Nos. (1) 6-7-003-003; (1) 6-7-003-008; and (1) 6-7-003-019.
3. Grant of Nonexclusive Easement dated September 30, 2011, by and between Pioneer Hi-Bred International, Inc., as Grantor, and Dole Food Company, Inc., as Grantee, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2011-159631, affecting real property identified by Tax Map Key Nos. (1) 6-7-002-036por.
4. Grant of Nonexclusive Easement dated March 9, 2012, by and between Kaukonahua Ho'ala LLC, as Grantor, and Dole Food Company, Inc., as Grantee, filed in the Office of Assistant Registrar of the Land Court of the State of Hawaii as Document No. T-8106083 and recorded in the Bureau of Conveyances of the State of Hawaii as Document No. A-44540187, affecting real property identified by Tax Map Key Nos. (1) 6-5-001-019; (1) 6-5-001-034; (1) 6-5-001-038; and (1) 6-5-001-043.
5. Grant of Road and Utility Easement dated December 19, 2013, by and between Poohala Farms, LLC, as Grantor, and Dole Food Company, Inc., as Grantee, filed in the Office of Assistant Registrar of the Land Court of the State of Hawaii as Document No. T-8761214 and recorded in the Bureau of Conveyances of the State of Hawaii as Document No. A-51090579, affecting real property identified by Tax Map Key No. (1) 6-5-002-003 and (1) 6-5-002-001.
6. Grant of Nonexclusive Easement dated December 27, 2013, by and between Villa Rose LLC, as Grantor, and Dole Food Company, Inc., as Grantee, filed in the Office of Assistant Registrar of the Land Court of the State of Hawaii as Document No. T-8761218 and recorded

in the Bureau of Conveyances of the State of Hawaii as Document No. A-51090581, affecting real property identified by Tax Map Key No. (1) 6-5-002-003.

7. Grant of Nonexclusive Easement dated February 18, 2016, by and between the State of Hawaii, by and through the Agribusiness Development Corporation, as Grantor, and Dole Food Company, Inc. as Grantee, filed in the Office of Assistant Registrar of the Land Court of the State of Hawaii as Document No. T-9544136, affecting real property identified by Tax Map Key No. (1) 6-5-002-001.

8. Grant of Nonexclusive Easement dated March 22, 2017, by and between Kaukonahua Ranch LLC, as Grantor, and Dole Food Company, Inc., as Grantee, filed in the Office of Assistant Registrar of the Land Court of the State of Hawaii as Document No. T-9942017 and recorded in the Bureau of Conveyances of the State of Hawaii as Document No. A-62900113, affecting real property identified by Tax Map Key Nos. (1) 6-7-004-001; (1) 6-7-004-004; (1) 6-7-003-002; (1) 6-7-003-006; and (1) 6-7-003-007.

9. Grant of Nonexclusive Easement dated July 14, 2017, by and between the State of Hawaii, Agribusiness Development Corporation, as Grantor, and Dole Food Company, Inc., as Grantee, filed in the Office of Assistant Registrar of the Land Court of the State of Hawaii as Document No. T-10066052 and recorded in the Bureau of Conveyances of the State of Hawaii as Document No. A-64040237, affecting real property identified by Tax Map Key Nos. (1) 6-4-003-016 and (1) 6-5-001-046.

10. Grant of Nonexclusive Easement dated May 11, 2020, by and between Scott Laulani Ing and Ruth Marie Gerrity, as Grantor, and Dole Food Company, Inc., as Grantee, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. A-74360313, affecting real property identified by Tax Map Key No. (1) 6-5-001-014.

11. Grant of Nonexclusive Easement dated December 28, 2018, by and between Pomai'kai Partners, LLC, as Grantor, and Dole Food Company, Inc., as Grantee, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. A-69360569, affecting real property identified by Tax Map Key No. (1) 6-4-001-001.

12. Grant of Nonexclusive Easement dated March 9, 2012, by and between Kaukonahua Ho'ola, LLC, as Grantor, and Dole Food Company, Inc., as Grantee, filed in the Office of Assistant Registrar of the Land Court of the State of Hawaii as Document No. T-8106083 and recorded in the Bureau of Conveyances of the State of Hawaii as Document No. A-44540187, affecting real property identified by Tax Map Key Nos. (1) 6-5-001-050 and (1) 6-5-001-051.

13. Commissioner's Deed dated January 3, 1991, by and between George A. Henrickson, as Commissioner, as Grantor, and Charles Huang, Chun-Foo Huang, Long-Tong Huang, and King-Long Yu, as Grantee, reserving in favor of Castle & Cooke Inc. a non-exclusive easement right, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 81-002030, affecting real property identified by Tax Map Key No. (1) 6-5-001-021.

14. Exchange Deed dated September 27 1985, by and between Castle & Cooke, Inc., as Grantor, and Bishop Trust Company, Limited, as Grantee, reserving in favor of Castle & Cooke Inc. nonexclusive perpetual easements, filed in the Office of Assistant Registrar of the Land Court of the State of Hawaii as Document No. 1326530 and recorded in the Bureau of Conveyances of the State of Hawaii as Liber 18986 Page 328, affecting real property identified by Tax Map Key Nos. (1) 6-5-001-020 and (1) 6-5-001-039.

15. Commissioner's Deed dated September 17, 1990, by and between George A. Henrickson, as Commissioner, as Grantor, and Poamoho Venture L. P., as Grantee, reserving in favor of Castle & Cooke Inc. exclusive and non-exclusive easement rights, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 90-144828, affecting real property identified by Tax Map Key No. (1) 6-5-001-028.

EXHIBIT D

DEEDS TO BLNR AND ADC

LAND COURT SYSTEM	REGULAR SYSTEM
Return by Mail ( ) Pickup ( ) To:	

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Tax Map Key No.: (1) 7-3-001-003	Total pages _____
(1) 7-3-001-019	
(1) 7-3-006-023	
(1) 7-3-007-001	
(1) 7-3-008-001	
(1) 7-3-010-003	
(1) 7-3-011-003	
(1) 7-3-011-006	
(1) 7-3-011-007	
(1) 7-3-012-006	
(1) 7-4-001-003	
(1) 7-4-012-001	

LIMITED WARRANTY DEED

THIS Deed is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by WAHIAWA  
WATER COMPANY, INC., a Hawaii corporation, whose address is 1116 Whitmore Avenue,

Wahiawa, HI 96786-1301 (hereinafter called the “Grantor”), in favor of STATE OF HAWAII, by its BOARD OF LAND AND NATURAL RESOURCES, whose address is 1151 Punchbowl Street, Room \_\_\_\_, Honolulu, Hawaii 96813 (hereinafter called the “Grantee”);

W I T N E S S E T H:

That for valuable consideration paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey unto the Grantee, all of the property more particularly described in **Exhibit A** attached hereto and made a part hereof;

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;

TO HAVE AND TO HOLD the same, together with all buildings, improvements, rights, easements, privileges and appurtenances thereon and thereto belonging or appertaining or held and enjoyed therewith, unto the Grantee according to the tenancy herein set forth, forever.

AND, in consideration of the premises, the Grantor does hereby, for itself and its successors, covenant with the Grantee and its successors and assigns that the Grantor is lawfully seised in fee simple of the premises and has good right to sell and convey the same in the manner aforesaid; and that the Grantor has not heretofore done, committed or willingly suffered to be done or committed any act or thing whatsoever whereby the title and estate hereby conveyed, or any part thereof, are or shall be charged or encumbered, except as set forth in **Exhibit A**.

The terms “Grantor” and “Grantee” as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine, feminine or neutral gender, the singular or plural number, individuals, corporations, partnerships, joint ventures or other associations, and

each of their respective successors, heirs, personal representatives and permitted assigns, according to the context thereof.

This instrument may be executed in several counterparts. In addition, this instrument may contain more than one counterpart of the signature page and this instrument may be executed by the affixing of the signatures of each of the parties to one of such counterpart signature pages and the assembly of such signature pages with this instrument as one document; and all of such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page. 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.

[The remainder of this page is intentionally left blank; the next page is the signature page.]

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this instrument on the day and year first written above.

GRANTOR:

WAHIAWA WATER COMPANY, INC., a Hawaii corporation

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

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

[Signatures continue on the next page.]

[Signature Page to Limited Warranty Deed]

GRANTEE:

STATE OF HAWAII

By: \_\_\_\_\_

Chairperson  
Board of Land and Natural Resources

[Signature Page to Limited Warranty Deed]

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

\_\_\_\_\_  
(Print or Type Name of Notary)

\_\_\_\_\_  
(Signature of Notary)

Notary Public, State of \_\_\_\_\_  
My Commission Expires:

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Limited Warranty Deed

Doc. Date: \_\_\_\_\_ or  Undated at time of  
notarization.

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

\_\_\_\_\_  
Signature of Notary Date of Notarization and  
Certification Statement

\_\_\_\_\_  
Printed Name of Notary

(Official Stamp or Seal)

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

\_\_\_\_\_  
(Print or Type Name of Notary)

\_\_\_\_\_  
(Signature of Notary)

Notary Public, State of \_\_\_\_\_  
My Commission Expires:

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Limited Warranty Deed

Doc. Date: \_\_\_\_\_ or  Undated at time of  
notarization.

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

\_\_\_\_\_  
Signature of Notary Date of Notarization and  
Certification Statement

\_\_\_\_\_  
Printed Name of Notary

(Official Stamp or Seal)

EXHIBIT A

PROPERTY DESCRIPTION

**Tax Map Key Nos.** (1) 7-3-001-003 is referred to herein as **ITEM I**  
(1) 7-3-001-019 is referred to herein as **ITEM II**  
(1) 7-3-006-023 is referred to herein as **ITEM III**  
(1) 7-3-007-001 is referred to herein as **ITEM IV**  
(1) 7-3-008-001 is referred to herein as **ITEM V**  
(1) 7-3-010-003 is referred to herein as **ITEM VI**  
(1) 7-3-011-003 is referred to herein as **ITEM VII**  
(1) 7-3-011-006 is referred to herein as **ITEM VIII**  
(1) 7-3-011-007 is referred to herein as **ITEM IX**  
(1) 7-3-012-006 is referred to herein as **ITEM X**  
(1) 7-4-001-003 is referred to herein as **ITEM XI**  
(1) 7-4-012-001 is referred to herein as **ITEM XII**

**ITEM I:**

All of that certain parcel of land (being portion of the land described in and covered by Land Patent Grant Number 4616 to Mrs. Mary E. Clark) situate, lying and being at Wahiawa, District of Wahiawa, City and County of Honolulu, State of Hawaii, bearing Tax Key designation (1) 7-3-001-003 and containing an area of 7.810 acres, more or less.

BEING THE PREMISES ACQUIRED BY QUITCLAIM DEED

GRANTOR : CASTLE & COOKE, INC., a Hawaii corporation  
GRANTEE : WAHIAWA WATER COMPANY, INC., a Hawaii corporation  
DATED : January 17, 1991  
RECORDED : Document No. 91-016607

**ITEM II:**

All of that certain parcel of land (being portion of the land described in and covered by Land Patent Grant Number 4616 to Mrs. Mary E. Clark) situate, lying and being at Wahiawa, District of Wahiawa, City and County of Honolulu, State of Hawaii, bearing Tax Key designation (1) 7-3-001-019 and containing an area of 0.598 acre, more or less.

BEING THE PREMISES ACQUIRED BY QUITCLAIM DEED

GRANTOR : CASTLE & COOKE, INC., a Hawaii corporation

GRANTEE : WAHIAWA WATER COMPANY, INC., a Hawaii corporation

DATED : January 17, 1991

RECORDED : Document No. 91-016607

**ITEM III:**

All of that certain parcel of land situate Wahiawa, District of Wahiawa, City and County of Honolulu, State of Hawaii, described as follows:

LOT 1-B-22, area 18,514 square feet, more or less, as shown on Map 21, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 12 of T.H. Gibson, W.B. Thomas and B.O. Clark, Trustees.

Being land(s) described in Transfer Certificate of Title No. 365,782 issued to WAHIAWA WATER COMPANY, INC., a Hawaii corporation.

BEING THE PREMISES ACQUIRED BY QUITCLAIM DEED

GRANTOR : CASTLE & COOKE, INC., a Hawaii corporation

GRANTEE : WAHIAWA WATER COMPANY, INC., a Hawaii corporation

DATED : January 17, 1991

FILED : Land Court Document No. 1799975

RECORDED : Document No. 91-016607

**ITEM IV:**

All of that certain parcel of land (being portions of the lands described in and covered by (A) Land Patent Grant Number 4623 to L. G. Kellogg; (B) Land Patent Grant Number 4616 to Mrs. Mary E. Clark; and (C) abandoned government road parcel) situate, lying and being at Wahiawa, District of Wahiawa, City and County of Honolulu, State of Hawaii, bearing Tax Key designation (1) 7-3-007-001 and containing an area of 178.652 acres, more or less.

BEING THE PREMISES ACQUIRED BY QUITCLAIM DEED

GRANTOR : CASTLE & COOKE, INC., a Hawaii corporation

GRANTEE : WAHIAWA WATER COMPANY, INC., a Hawaii corporation

DATED : January 17, 1991

RECORDED : Document No. 91-016607

TOGETHER WITH the right to flood land as reserved in EXCHANGE DEED dated February 21, 1935, recorded in Liber 1273 at Page 24; and in DEED dated April 1, 1938, recorded in Liber 1433 at Page 243.

TOGETHER WITH right and easement for the overhang of trees, branches and other foliage as shall from time to time grow over and across the common boundary between the lands of the Grantor and the land being conveyed by DEED dated March 17, 1980, recorded in Liber 14637 at Page 674.

EXCEPTING AND EXCLUDING from the above described parcel of land, all of that portion thereof conveyed to the CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii, by DEED of CASTLE & COOKE, INC., a Hawaiian corporation, dated August 19, 1964, recorded in Liber 4827 at Page 381; said land described as follows:

PARCEL 1 - LAKEVIEW CIRCLE SEWAGE PUMPING STATION AND FORCE MAIN: Being portions of the following: Lot 1-B of Grant 4616 to Mary E. Clark, and Deed from the Territory of Hawaii to Wahiawa Water Company dated June 6, 1935 and recorded in the Bureau of Conveyances in Liber 1283 at Page 4, situated approximately 150 westerly from Lakeview Circle, at Wahiawa, Oahu, Hawaii, and more particularly described as follows:

Beginning at the south corner of this parcel of land, being also the west corner of Lot 27, and the northwest corner of Lot 26 of Lakeview Tract (File Plan 432), the coordinates of said point of beginning referred to Government Survey Triangulation Station "KOKOLOEA" being 1,128.58 feet north and 1,333.09 feet east and running by azimuths measured clockwise from true South:

1. 137° 30' 95.00 feet along remainder of Deed of Territory of Hawaii to Wahiawa Water Company dated June 6, 1935, recorded in Liber 1283 at Page 4;
2. 227° 30' 65.00 feet along remainder of Deed of Territory of Hawaii to Wahiawa Water Company dated June 6, 1935, recorded in Liber 1283 at Page 4 and Lot 1-B of Grant 4616 to Mary E. Clark;
3. 317° 30' 68.35 feet along remainder of Lot 1-B of Grant 4616 to Mary E. Clark;
4. 25° 12' 20" 70.25 feet along Lot 27 of Lakeview Tract (File Plan 432) to the point of beginning and containing an area of 5,309 square feet, more or less.

RESERVING, HOWEVER, unto the Grantor, its tenants, successors and assigns, an easement over that portion of the aforementioned Parcel 1 (Pump Station Site), which portion being hereinafter described, for access to that certain parcel of land along the northeast boundary if the

Lakeview Circle Sewage Pumping Station site for all purposes in connection with the construction, repair, operation and maintenance of a reservoir and dam; PROVIDED, HOWEVER, that the Grantor shall indemnify the Grantee against loss or damage to the property of the Grantee from liability for damage to the property of the Grantee and from liability for damage to property or injury to or death of persons resulting from the exercise of the reserved access rights by the Grantor, its servants and/or agents:

EASEMENT (10-foot wide) within Parcel 1: Being a portion of Lakeview Circle Sewage Pumping Station Site, being also portions of Grant 4616 to Mary E. Clark and Deed of Territory of Hawaii to Wahiawa Water Company dated June 6, 1935, recorded in Liber 1283 at page 4, situate approximately 150 feet westerly from Lakeview Circle, at Wahiawa, Oahu, Hawaii, mad more particularly described as follows:

Beginning at the south corner of this parcel of land, on the southwest boundary of Lakeview Circle Sewage Pumping Station Site, the true azimuth and distance from the south corner of said pumping station site being 137° 30' 33.65 feet and the coordinates of said point of beginning referred to Government Survey Triangulation Station "KOKOLOEA" being 1,153.39 feet north and 1,310.36 feet east, as shown on Division of Land Survey and Acquisition Parcel Map File No. 12-7-3-43, thence running by azimuths measured clockwise from true South:

- |    |      |       |       |  |
|----|------|-------|-------|--|
| 1. | 137° | 30'   | 10.00 | feet along remainder of Deed of Territory of Hawaii to Wahiawa Water Company dated June 6, 1935, recorded in Liber 1283 at Page 4;   |
| 2. | 30'  | 65.00 | 65.00 | feet along remainder of said pumping station site;   |
| 3. | 317° | 30'   | 10.00 | feet along remainder of Grant 4616 to Mary E. Clark;   |
| 4. | 47°  | 30'   | 65.00 | feet along remainder of said pumping station site to the point of beginning and containing an area of 650 square feet, more or less. |

RESERVING, ALSO, the right unto the Grantor to flood with water from the Wahiawa Reservoir said sewage pumping station site (Parcel 1) up to the 856-foot elevation.

TOGETHER WITH a nonexclusive easement for ingress and egress and utilities over, along, upon, across and under the following described parcel of land:

PARCEL 2 - Being a portion of Deed of Territory of Hawaii to Wahiawa Water Company dated June 6, 1935, as recorded in Liber 1283 at Page 4, situate at Wahiawa, Oahu, Hawaii, and more particularly described as follows:

Beginning at the east corner of this parcel of land, being also the initial point of beginning of the above described parcel of land, and running by azimuths measured clockwise from true South:

1. 25° 12' 20" 14.88 feet along Lot 26 (roadway) of Lakeview Tract (File Plan 432);
2. 64° 46' 13.00 feet along remainder of Deed of Territory of Hawaii to Wahiawa Water Company dated June 6, 1935, recorded in Liber 1283 at Page 4;
3. 137° 30' 23.00 feet along same;
4. 164° 50' 38.26 feet along same;
5. 137° 30' 39.79 feet along same;
6. 227° 30' 8.61 feet along same;
7. 317° 30' 95.00 feet along Lakeview Circle Sewage Pumping Station Site to the point of beginning and containing an area of 1,574 square feet, more or less.

TOGETHER ALSO with an easement for the installation of a force main along, upon, across and under the following described parcel of land:

PARCEL 3 - Being portion of the following: Lot 1-A of Grant 4616 to Mary E. Clark and Deed of Territory of Hawaii to Wahiawa Water Company dated June 6, 1935, recorded in Liber 1283 at Page 4, situate at Wahiawa, Oahu, Hawaii, and more particularly described as follows:

Being a strip of land (20.00 feet wide) and extending 10.00 feet on each side of the following described centerline:

Beginning at the southerly end of this centerline and the northwest boundary line of the first above described piece of land, the true azimuth and distance from the end of Course No. 1 of the first above described piece of land being 227° 30' 1.39 feet, and the coordinates of said point of beginning referred to Government Survey Triangulation Station "KOKOLOEA" being 1,198.62 feet north and 1,268.91 feet east, and running by azimuths measured clockwise from true South:

1. 137° 30' 35.58 feet;
2. 137° 45' 407.26 feet to the southeast boundary of the existing City and County of Honolulu Sewage Disposal Plant and containing an area of 8,857 square feet, more or less.

RESERVING, HOWEVER, the right unto the Grantor, its tenants, successors and assigns, to cross over, through, along or under said Parcel 3 with its own pipelines, conduits or drains

provided that such use does not interfere with the exercise of said easement area by the Grantee nor damage the Grantee's force main.

EXCEPTING AND EXCLUDING from the above described parcel of land, all of that portion thereof acquired by the CITY AND COUNTY OF HONOLULU by FINAL ORDER OF CONDEMNATION dated December 1, 2008, filed in the Circuit Court of the First Circuit, State of Hawaii, in Civil No. 99-4483-12 on December 3, 2008, and recorded in the Bureau of Conveyances as Document No. 2008-182454 on December 3, 2008; said land described as follows:

WAHIAWA WASTEWATER TREATMENT PLANT  
MODIFICATION AND OUTFALL ADJUSTMENTS

PARCEL 1  
(Sewer Easement)

Being a portion of Lot 1-A of the Wahiawa Homesteads, being also a portion of Grant 4616 to Mary E. Clark. Situate at Wahiawa, Oahu, Hawaii.

Beginning at the north corner of this parcel of land, and on the southerly boundary of Wahiawa Wastewater Treatment Plant, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KOKOLOEA" being 1,140.09 feet north and 453.13 feet east, as shown on Division of Land Survey and Acquisition Parcel Map No. 17-10-7-123, and running by azimuths measured clockwise from true South:

- |    |      |     |        |  |
|----|------|-----|--------|--|
| 1. | 314° | 37' | 45.27  | feet along Wahiawa Wastewater Treatment Plant;           |
| 2. | 8°   | 15' | 116.87 | feet along the remainder of Grant 4616 to Mary E. Clark; |
| 3. | 50°  | 45' | 88.36  | feet along same;   |
| 4. | 33°  | 28' | 120.96 | feet along same;   |
| 5. | 123° | 28' | 30.00  | feet along same;   |
| 6. | 213° | 28' | 125.52 | feet along same;   |
| 7. | 230° | 45' | 81.25  | feet along same;   |
| 8. | 188° | 15' | 90.40  | feet along same;   |
| 9. | 143° | 15' | 30.24  | feet along same;   |

10. 224° 37' 25.17 feet along Wahiawa Wastewater Treatment Plant to the point of beginning and containing an area of 10,399 square feet, more or less.

**ITEM V:**

All of that certain parcel of land (being portion of the land described in and covered by Land Patent Grant Number 4616 to Mrs. Mary E. Clark) situate, lying and being at Wahiawa, District of Wahiawa, City and County of Honolulu, State of Hawaii, bearing Tax Key designation (1) 7-3-008-001 and containing an area of 0.745 acre, more or less.

BEING THE PREMISES ACQUIRED BY QUITCLAIM DEED

GRANTOR : CASTLE & COOKE, INC., a Hawaii corporation

GRANTEE : WAHIAWA WATER COMPANY, INC., a Hawaii corporation

DATED : January 17, 1991

RECORDED : Document No. 91-016607

**ITEM VI:**

All of that certain parcel of land (being portion of the land described in and covered by Land Patent Grant Number 4616 to Mrs. Mary E. Clark) situate, lying and being at Wahiawa, District of Wahiawa, City and County of Honolulu, State of Hawaii, bearing Tax Key designation (1) 7-3-010-003 and containing an area of 0.720 acre, more or less.

BEING THE PREMISES ACQUIRED BY QUITCLAIM DEED

GRANTOR : CASTLE & COOKE, INC., a Hawaii corporation

GRANTEE : WAHIAWA WATER COMPANY, INC., a Hawaii corporation

DATED : January 17, 1991

RECORDED : Document No. 91-016607

**ITEM VII:**

All of that certain parcel of land (being portion of the land described in and covered by Land Patent Grant Number 4623 to L. G. Kellogg) situate, lying and being at Wahiawa, District of Wahiawa, City and County of Honolulu, State of Hawaii, bearing Tax Key designation (1) 7-3-011-003 and containing an area of 1.320 acre, more or less.

BEING THE PREMISES ACQUIRED BY QUITCLAIM DEED

GRANTOR : CASTLE & COOKE, INC., a Hawaii corporation

GRANTEE : WAHIAWA WATER COMPANY, INC., a Hawaii corporation

DATED : January 17, 1991

RECORDED : Document No. 91-016607

**ITEM VIII:**

All of that certain parcel of land (being portion of the land described in and covered by Land Patent Grant Number 4623 to L. G. Kellogg) situate, lying and being at Wahiawa, District of Wahiawa, City and County of Honolulu, State of Hawaii, bearing Tax Key designation (1) 7-3-011-006 and containing an area of 0.090 acre, more or less.

BEING THE PREMISES ACQUIRED BY QUITCLAIM DEED

GRANTOR : CASTLE & COOKE, INC., a Hawaii corporation

GRANTEE : WAHIAWA WATER COMPANY, INC., a Hawaii corporation

DATED : January 17, 1991

RECORDED : Document No. 91-016607

**ITEM IX:**

All of that certain parcel of land (being portion of the land described in and covered by Land Patent Grant Number 4623 to L. G. Kellogg) situate, lying and being at Wahiawa, District of Wahiawa, City and County of Honolulu, State of Hawaii, bearing Tax Key designation (1) 7-3-011-007 and containing an area of 0.800 acre, more or less.

BEING THE PREMISES ACQUIRED BY QUITCLAIM DEED

GRANTOR : CASTLE & COOKE, INC., a Hawaii corporation

GRANTEE : WAHIAWA WATER COMPANY, INC., a Hawaii corporation

DATED : January 17, 1991

RECORDED : Document No. 91-016607

**ITEM X:**

All of that certain parcel of land (being a portion of the land described in and covered by Land Patent Grant Number 4623 to L. G. Kellogg) situate, lying and being at Wahiawa, District of Wahiawa, City and County of Honolulu, State of Hawaii, bearing Tax Key designation (1) 7-3-012-006 and containing an area of 0.351 acre, more or less.

BEING THE PREMISES ACQUIRED BY QUITCLAIM DEED

GRANTOR : CASTLE & COOKE, INC., a Hawaii corporation

GRANTEE : WAHIAWA WATER COMPANY, INC., a Hawaii corporation

DATED : January 17, 1991

RECORDED : Document No. 91-016607

**ITEM XI:**

All of that certain parcel of land (being portion of the land described in and covered by Land Patent Grant Number 4616 to Mrs. Mary E. Clark) situate, lying and being at Wahiawa, District of Wahiawa, City and County of Honolulu, State of Hawaii, bearing Tax Key designation (1) 7-4-001-003 and containing an area of 3.549 acres, more or less.

BEING THE PREMISES ACQUIRED BY QUITCLAIM DEED

GRANTOR : CASTLE & COOKE, INC., a Hawaii corporation

GRANTEE : WAHIAWA WATER COMPANY, INC., a Hawaii corporation

DATED : January 17, 1991

RECORDED : Document No. 91-016607

**ITEM XII:**

All of that certain parcel of land (being portion of the land described in and covered by Land Patent Grant Number 4625 to Addie O. Clark) situate, lying and being at Wahiawa, District of Wahiawa, City and County of Honolulu, State of Hawaii, bearing Tax Key designation (1) 7-4-012-001 and containing an area of 1.930 acres, more or less.

BEING THE PREMISES ACQUIRED BY QUITCLAIM DEED

GRANTOR : CASTLE & COOKE, INC., a Hawaii corporation

GRANTEE : WAHIAWA WATER COMPANY, INC., a Hawaii corporation

DATED : January 17, 1991  
RECORDED : Document No. 91-016607

SUBJECT, HOWEVER, to the following:

1. Mineral and water rights of any nature.
2. - AS TO ITEM III: -
  - (A) Right of way for a ditch given by T. H. Gibson, et al., Trustees, to the Wahiawa Water Company, Limited, as set forth in Deed dated June 15, 1904, filed as Land Court Document No. 2.
3. - AS TO ITEM IV: -
  - (A) Free flowage of Kaukonahua Stream.
  - (B) SEWER OUTFALL EASEMENT (20 feet wide) containing an area of 1,740 square feet, more or less, as shown on City and County of Honolulu, Department of Public Works, map dated September 14, 1948.
  - (C) GRANT

TO : THE UNITED STATES OF AMERICA

DATED : July 1, 1941

RECORDED : Liber 1761 Page 60

GRANTING : easement to lay, use and maintain an underground communication cable, or cables, and such appurtenances as may be necessary for the proper use and enjoyment of this easement, over the following described lands:

Being a strip of land five (5) feet wide, situated at Wahiawa, Oahu, Territory of Hawaii, as shown on Signal Office, Hawaiian Department Map No. 1111-EW-10 dated January 10, 1942, said strip of land extending two and one-half (2.5) feet on each side of a centerline described as follows:

Beginning at a point on the south boundary of Lot 1-B, Grant 4616, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KOKOLOEA" being 670.59 feet north and 2,172.42 feet east, and running by azimuths (measured clockwise from true South) and distances:

1. 167° 38'                      842.03                      feet;

- 2. 209° 36' 20" 59.21 feet;
- 3. 142° 36' 30" 23.29 feet;
- 4. 175° 24' 40" 195.65 feet across the south fork of Kaukonahua Stream;
- 5. 220° 10' 40" 86.33 feet;
- 6. 202° 45' 443.90 feet along a line parallel to and two and one-half (2.5) feet from the west boundary of the land of Sakuichi Nakamura to a point on the south boundary of California Avenue and containing an area of 8,252 square feet, more or less.

(D) GRANT

TO : THE HAWAIIAN ELECTRIC COMPANY, LIMITED, a Hawaii corporation, now known as HAWAIIAN ELECTRIC COMPANY, INC.

DATED : June 24, 1943

RECORDED : Liber 1771 Page 165

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

(E) GRANT

TO : CITY AND COUNTY OF HONOLULU, a municipal corporation of the Territory of Hawaii, now the State of Hawaii

DATED : March 11, 1948

RECORDED : Liber 2156 Page 108

GRANTING : easement for the purpose of constructing, maintaining and using an underground drain pipe upon, over and through the following:

- (i) All of that certain parcel of land (being portion of the land described in and covered by Land Patent Grant Number 4616 to Mrs. Mary E. Clark) situate, lying and being at Wahiawa, District of Wahiawa, City and County of Honolulu, State of Hawaii, being PARCEL 1 described as follows:

Beginning at the northwest corner of this parcel of land, said point of beginning being 342° 50' 2.82 feet from the south corner of Lot 43, Lakeview Tract, File Plan No. 423, and running thence by azimuths measured clockwise from true South:

- 1. 252° 50'                      25.00              feet in the Wahiawa Water Company's Reservoir;
- 2. 342° 50'                      10.00              feet in said Reservoir;
- 3. 72° 50'                        25.00              feet in said Reservoir to Lot 10, Lakeview Tract;
- 4. 162° 50'                      10.00              feet along the east boundary of Lot 10, Lakeview Tract to the point of beginning and containing an area of 250 square feet, more or less.

(ii) All of that certain parcel of land (being portion of the land described in and covered by Land Patent Grant Number 4616 to Mrs. Mary E. Clark) situate, lying and being at Wahiawa, District of Wahiawa, City and County of Honolulu, State of Hawaii, being PARCEL 2 described as follows:

Beginning at the northwest corner of this parcel of land, said point of beginning being 335° 45' 24.49 feet from the northeast corner of Lot 37, Lakeview Tract, File Plan No. 423, and running thence by azimuths measured clockwise from true South:

- 1. 264° 20'                      28.67              feet in the Wahiawa Water Company's Reservoir;
- 2. 354° 20'                      10.93              feet in said Reservoir;
- 3. 84° 20'                        25.00              feet in said Reservoir to the east boundary of Lot 37, Lakeview Tract;
- 4. 155° 45'                      11.54              feet along the east boundary of Lot 37, Lakeview Tract to the point of beginning and containing an area of 293 square feet, more or less.

(iii) All of that certain parcel of land (being portion of the land described in and covered by Land Patent Grant Number 4616 to Mrs. Mary E. Clark) situate, lying and being at Wahiawa, District of Wahiawa, City and County of Honolulu, State of Hawaii, being PARCEL 3 described as follows:

Beginning at the southwest corner of this parcel of land, said point of beginning being 288° 02' 68.11 feet from the northwest corner of Lot 31, Lakeview Tract, File Plan No. 423, and running thence by azimuths measured clockwise from true South:

- |             |       |   |
|-------------|-------|---|
| 1. 178° 03' | 35.00 | feet in the Wahiawa Water Company's Reservoir;  |
| 2. 288° 02' | 10.64 | feet in said Reservoir;   |
| 3. 358° 03' | 35.00 | feet in said Reservoir to Lot 32, Lakeview Tract;   |
| 4. 108° 02' | 10.64 | feet along the north boundaries of Lot 32 and 31, Lakeview Tract to the point of beginning and containing an area of 350 square feet, more or less. |

(iv) All of that certain parcel of land (being portion of the land described in and covered by Land Patent Grant Number 4616 to Mrs. Mary E. Clark) situate, lying and being at Wahiawa, District of Wahiawa, City and County of Honolulu, State of Hawaii, being PARCEL 4 described as follows:

Beginning at the northeast corner of this parcel of land, said point of beginning being 356° 34' 15.00 feet from the southwest corner of Lot 21, Lakeview Tract, File Plan No. 423, and running thence by azimuths measured clockwise from true South:

- |             |          |   |
|-------------|----------|---|
| 1. 356° 34' | 11.98    | feet along the west boundary of Lot 9, Lakeview Tract;                                  |
| 2. 120° 00' | 15.00    | feet in the Wahiawa Water Company's Reservoir;  |
| 3. 176°     | 34'11.98 | feet in the Wahiawa Water Company's Reservoir;  |
| 4. 300° 00' | 15.00    | feet to the point of beginning and containing an area of 150 square feet, more or less. |

(F) GRANT

TO : TERRITORY OF HAWAII

DATED : March 31, 1949

RECORDED : Liber 2222 Page 328

GRANTING : easement for the purpose of constructing, maintaining and using surface water spillways of such design, form and

construction as shall prevent damage to or erosion of the easement areas and the adjoining lands of the Grantor; said easement areas described therein

(G) GRANT

TO : THE CITY AND COUNTY OF HONOLULU, a municipal corporation of the Territory of Hawaii, now State of Hawaii

DATED : June 16, 1953

RECORDED : Liber 2731 Page 175

GRANTING : easements for water mains, hydrants and other appurtenances described therein

(H) GRANT

TO : THE CITY AND COUNTY OF HONOLULU, a municipal corporation of the Territory of Hawaii, now State of Hawaii

DATED : June 21, 1957

RECORDED : Liber 3301 Page 204

GRANTING : easements to construct, install, maintain, operate, repair and remove an underground sewer pipe line or pipe lines, with manholes and other equipment, under and across the following:

PARCEL 6 - of WAHIAWA INTERCEPTOR SEWER, SECTION I: Being a portion of Grant 4616 to Mary E. Clark, situate at Wahiawa, Oahu, T. H., and more particularly described as follows:

Beginning at the south corner of this parcel of land, the true azimuth and distance from the south corner of Lot 1-B of the subdivision of Lot 1 of the Tashiro Tract (File Plan 228) being 191° 34' 37.79 feet; and the coordinates of said point of beginning referred to Government Survey Triangulation Station "KOKOLOEA" being 2,105.81 feet north and 2,669.60 feet east and running by azimuths measured clockwise from true South:

1. 156° 43'                      36.19                      feet along remainder of Grant 4616 to Mary E. Clark;
2. 246° 43'                      10.00                      feet along Lot 1-B of the subdivision of Lot 1 of the Tashiro Tract (File Plan 228);
3. 336° 43'                      21.83                      feet along remainder of Grant 4616 to Mary E. Clark;

4. 11° 34' 17.50 feet along Lot 1-B of the subdivision of Lot 1 of the Tashiro Tract (File Plan 228) to the point of beginning and containing an area of 290 square feet, more or less.

(I) GRANT

TO : HAWAIIAN ELECTRIC COMPANY, INC., a Hawaii corporation

DATED : September 11, 1967

RECORDED : Liber 5796 Page 47

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

(J) GRANT

TO : CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii

DATED : February 28, 1984

RECORDED : Liber 17924 Page 651

GRANTING : easement to construct, reconstruct, install, maintain, operate, repair and remove a drainage ditch or structure, including necessary appurtenant equipment, as part of a drainage system, through, over and across the following:

PARCEL 1 - of CALIFORNIA AVENUE RELIEF DRAIN: Being a portion of Grant 4616 to Mary e. Clark. Situate at Wahiawa, Oahu, Hawaii.

Beginning at the north corner of this parcel of land, on the south boundary of Lot 2 of a subdivision of Grant 4616 to Mary E. Clark, being also the south boundary of Wahiawa Corporation Yard, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KOKOLOEA" being 1,858.89 feet north and 1,975.29 feet east, as shown on Division of Land Survey and Acquisition Parcel Map No. 17-10-6-98, and running by azimuths measured clockwise from true South:

1. 336° 40' 29.31 feet along remainder of Grant 4616 to Mary E Clark;

2. 233° 53' 76.25 feet along same;

3. 336° 43' 15.38 feet along Governor's Executive Order No. 970 dated January 13, 1942;

4. 53° 53' 83.10 feet along remainder of Grant 4616 to Mary E.

Clark;

- 5. 56° 29' 31.87 feet along same;
- 6. 146° 29' 15.00 feet along same;
- 7. 236° 29' 26.13 feet along same;
- 8. 156° 40' 32.47 feet along same;
- 9. 246° 43' 15.00 feet along Lot 2 of a subdivision of Grant 4616 to Mary E. Clark to the point of beginning and containing an area of 2,209 square feet, more or less.

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

4. - AS TO ITEM XII: -

GRANT

TO : CITY AND COUNTY OF HONOLULU, a municipal corporation of the Territory of Hawaii, now State of Hawaii

DATED : July 1, 1959

RECORDED : Liber 3669 Page 280

GRANTING : right in the nature of an easement to construct, install, maintain, operate, repair and remove an underground sewer pipe lines or pipe lines with manholes and other equipment under and across the following:

PARCEL 9 - of WAHIAWA INTERCEPTOR SEWER, SECTION II: All of that certain piece or parcel of land being a portion of Grant 4625 to Adeline O. Clark, situate at Wahiawa, Oahu and more particularly described as follows:

Beginning at the southwest corner of this parcel of land and on the easterly boundary of Lot 12 of the Wahiawa Park Tract, File Plan 501, the true azimuth and distance to the south corner of said Lot 12 of the Wahiawa Park Tract, File Plan 501 being 5° 43' 59.39 feet and thence running by azimuths measured clockwise from true South:

- 1. 185° 43' 8.61 feet along Lot 12 of the Wahiawa Park Tract, File Plan 501;

- |    |          |        |   |
|----|----------|--------|---|
| 2. | 254° 00' | 170.00 | feet along Lot 12 of the Wahiawa Park Tract, File Plan 501 and along the remainder of Grant 4625 to Adeline O. Clark;                         |
| 3. | 302° 30' | 0.63   | feet along the remainder of Grant 4625 to Adeline O. Clark;   |
| 4. | 71° 31'  | 173.77 | feet along the remainder of Grant 4625 to Adeline O. Clark to the point of beginning and containing an area of 723 square feet, more or less. |
5. - AS TO ITEMS I, IV, AND XI: -
- Reservoir(s) and/or Dam(s) as referenced on the tax map and any matters arising out of "Hawaii Dam and Reservoir Safety Act of 2007", Chapter 179D of the Hawaii Revised Statutes.
6. - AS TO ITEMS I AND V THRU XI: -
- Rights-of-way and water rights as were conveyed to the Wahiawa Water Company, Limited, by Deeds dated April 18, 1903, recorded in Liber 266 at Page 26 and Liber 269 at Page 2.
- Said rights-of-way were conveyed to the City and County of Honolulu, by instrument dated June 16, 1953, recorded in Liber 2731 at Page 173.
7. - AS TO ITEMS II, V THRU X, AND XII: -
- The land has no recorded access to a public roadway.
8. - AS TO ITEMS VII THRU X: -
- Highwater line of reservoir as referenced on tax map.

LAND COURT SYSTEM

REGULAR SYSTEM

Return by Mail ( ) Pickup ( ) To:

Tax Map Key Nos.: (1) 7-3-005-005  
(1) 7-3-013-003  
(1) 7-3-012-002

Total pages \_\_\_\_\_

LIMITED WARRANTY DEED

THIS Deed is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by WAHIAWA WATER COMPANY, INC., a Hawaii corporation, whose address is 1116 Whitmore Avenue, Wahiawa, HI 96786-1301 (hereinafter called the “Grantor”), in favor of AGRIBUSINESS DEVELOPMENT CORPORATION, a public corporate body and politic and an instrumentality and agency of the State of Hawaii, whose address is State Office Tower, 235 South Beretania Street, Room 205, Honolulu, Hawaii 96813 (hereinafter called the “Grantee”);

W I T N E S S E T H:

That for valuable consideration paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey unto the

Grantee, all of the property more particularly described in Exhibit A attached hereto and made a part hereof;

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;

TO HAVE AND TO HOLD the same, together with all buildings, improvements, rights, easements, privileges and appurtenances thereon and thereto belonging or appertaining or held and enjoyed therewith, unto the Grantee according to the tenancy herein set forth, forever.

AND, in consideration of the premises, the Grantor does hereby, for itself and its successors, covenant with the Grantee and its successors and assigns that the Grantor is lawfully seised in fee simple of the premises and has good right to sell and convey the same in the manner aforesaid; and that the Grantor has not heretofore done, committed or willingly suffered to be done or committed any act or thing whatsoever whereby the title and estate hereby conveyed, or any part thereof, are or shall be charged or encumbered, except as set forth in Exhibit A.

The terms "Grantor" and "Grantee" as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine, feminine or neutral gender, the singular or plural number, individuals, corporations, partnerships, joint ventures or other associations, and each of their respective successors, heirs, personal representatives and permitted assigns, according to the context thereof.

This instrument may be executed in several counterparts. In addition, this instrument may contain more than one counterpart of the signature page and this instrument may be executed by the affixing of the signatures of each of the parties to one of such counterpart signature pages and the assembly of such signature pages with this instrument as one document; and all of such counterpart signature pages shall be read as though one, and they shall have the same force and

effect as though all of the signers had signed a single signature page. 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.

[The remainder of this page is intentionally left blank; the next page is the signature page.]

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this instrument on the day and year first written above.

GRANTOR:

WAHIAWA WATER COMPANY, INC., a Hawaii corporation

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

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

[Signatures continue on the next page.]

[Signature Page to Limited Warranty Deed]

GRANTEE:

STATE OF HAWAII, AGRIBUSINESS  
DEVELOPMENT CORPORATION, a public body  
corporate and politic and an instrumentality and  
agency of the State of Hawaii

By: \_\_\_\_\_

Name:

Its:

[Signature Page to Limited Warranty Deed]

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

\_\_\_\_\_  
(Print or Type Name of Notary)

\_\_\_\_\_  
(Signature of Notary)

Notary Public, State of \_\_\_\_\_  
My Commission Expires:

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Limited Warranty Deed

Doc. Date: \_\_\_\_\_ or  Undated at time of  
notarization.

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

\_\_\_\_\_  
Signature of Notary Date of Notarization and  
Certification Statement

\_\_\_\_\_  
Printed Name of Notary

(Official Stamp or Seal)

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

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(Print or Type Name of Notary)

\_\_\_\_\_  
(Signature of Notary)

Notary Public, State of \_\_\_\_\_  
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(in which notarial act is performed)

\_\_\_\_\_  
Signature of Notary Date of Notarization and  
Certification Statement

\_\_\_\_\_  
Printed Name of Notary

(Official Stamp or Seal)

EXHIBIT A

PROPERTY DESCRIPTION

**Tax Map Key Nos.** (1) 7-3-005-005 is referred to herein as **ITEM I**  
(1) 7-3-013-003 is referred to herein as **ITEM II**  
(1) 7-3-012-002 is referred to herein as **ITEM III**

**ITEM I:**

-PARCEL FIRST:-

All of that certain parcel of land situate Wahiawa, District of Wahiawa, City and County of Honolulu, State of Hawaii, described as follows:

LOT 33-A-2, area 1.03 acres, more or less, as shown on Map 14, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 12 of T.H. Gibson, W.B. Thomas and B.O. Clark, Trustees.

-PARCEL SECOND:-

All of that certain parcel of land situate at Wahiawa, District of Wahiawa, City and County of Honolulu, State of Hawaii, described as follows:

LOT 34-B-2, area 1.15 acres, more or less, as shown on Map 14, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 12 of T.H. Gibson, W.B. Thomas and B.O. Clark, Trustees.

Being land(s) described in Transfer Certificate of Title No. 365,782 issued to WAHIAWA WATER COMPANY, INC., a Hawaii corporation.

BEING THE PREMISES ACQUIRED BY QUITCLAIM DEED

GRANTOR : CASTLE & COOKE, INC., a Hawaii corporation  
GRANTEE : WAHIAWA WATER COMPANY, INC., a Hawaii corporation  
DATED : January 17, 1991  
FILED : Land Court Document No. 1799975  
RECORDED : Document No. 91-016607

**ITEM II:**

All of that certain parcel of land (being portion of the land described in and covered by Land Patent Grant Number 4623 to L. G. Kellogg) situate, lying and being at Wahiawa, District of Wahiawa, City and County of Honolulu, State of Hawaii, bearing Tax Key designation (1) 7-3-013-003 and containing an area of 5.706 acres, more or less.

BEING THE PREMISES ACQUIRED BY QUITCLAIM DEED

GRANTOR : CASTLE & COOKE, INC., a Hawaii corporation  
GRANTEE : WAHIAWA WATER COMPANY, INC., a Hawaii corporation  
DATED : January 17, 1991  
RECORDED : Document No. 91-016607

**ITEM III:**

All of that certain parcel of land (being a portion of the land described in and covered by Land Patent Grant Number 4623 to L. G. Kellogg) situate, lying and being at Wahiawa, District of Wahiawa, City and County of Honolulu, State of Hawaii, bearing Tax Key designation (1) 7-3-012-002 and containing an area of 1.683 acres, more or less.

**BEING THE PREMISES ACQUIRED BY QUITCLAIM DEED**

GRANTOR : CASTLE & COOKE, INC., a Hawaii corporation  
GRANTEE : WAHIAWA WATER COMPANY, INC., a Hawaii corporation  
DATED : January 17, 1991  
RECORDED : Document No. 91-016607

SUBJECT, HOWEVER, to the following:

1. Mineral and water rights of any nature.
2. - AS TO ITEM I: -
  - (A) Right of way for a ditch given by T. H. Gibson, et al., Trustees, to the Wahiawa Water Company, Limited, as set forth in Deed dated June 15, 1904, filed as Land Court Document No. 2.
  - (B) -AS TO PARCEL FIRST:-
    - (i) DESIGNATION OF EASEMENT(S) "P" (10 ft. wide)  
REFERENCED : on Map 99 of Land Court Application No. 12, as set forth by Land Court Order No. 14826, filed September 12, 1956
    - (ii) GRANT  
TO : The City and County of Honolulu

DATED : December 7, 1956  
FILED : Land Court Document No. 203118  
GRANTING : an easement to construct, maintain and use storm drain pipes and appurtenance upon, over and across said Easement "P"

(C) -AS TO PARCEL SECOND:-

(i) DESIGNATION OF EASEMENT(S) "N" (10 ft. wide)

REFERENCED : on Map 99 of Land Court Application No. 12, as set forth by Land Court Order No. 14826, filed September 12, 1956

(ii) DESIGNATION OF EASEMENT(S) "Q" (260 sq. ft.)

REFERENCED : on Map 101 of Land Court Application No. 12, as set forth by Land Court Order No. 15257, filed March 15, 1957

(iii) GRANT

TO : The City and County of Honolulu

DATED : December 7, 1956  
FILED : Land Court Document No. 203118  
GRANTING : an easement to construct, maintain and use storm drain pipes and appurtenance upon, over and across said Easement "N"

(iv) GRANT

TO : EUGENE FREDERICK KENNEDY, husband of Eva Lum Kennedy

DATED : June 3, 1957  
FILED : Land Court Document No. 202561  
GRANTING : an easement to construct, maintain and repair a retaining rock wall upon, over and across Easement "Q"

3. - AS TO ITEM II: -

- (A) Location of the boundary of Kaukaonahua Stream and the effect, if any, upon the area of the land described herein, and the free flowage thereof.
- (B) Rights-of-way and water rights as were conveyed to the Wahiawa Water Company, Limited, by Deeds dated April 18, 1903, recorded in Liber 266 at Page 26 and Liber 269 at Page 2.

Said rights-of-way were conveyed to the City and County of Honolulu, by instrument dated June 16, 1953, recorded in Liber 2731 at Page 173.

(C) GRANT

TO : UNITED STATES OF AMERICA

DATED : December 28, 1978

RECORDED : Liber 13397 Page 217

GRANTING : right-of-way in the nature of an easement across, along through and under the following described parcel of land

AMENDED AND RESTATED PIPELINE EASEMENT AGREEMENT dated December 28, 1994, recorded as Document No. 95-001532; AMENDMENT NO. 2 TO PIPELINE EASEMENT AND RESTATED DISCHARGE RIGHTS AGREEMENT, CONTRACT NO. DACA84-9-79-4, SCHOFIELD BARRACKS MILITARY RESERVATION dated October 5, 2001, recorded as Document No. 2002-001873; and AMENDED PIPELINE EASEMENT AND RESTATED DISCHARGE RIGHTS AGREEMENT dated July 22, 2002, recorded as Document No. 2002-127206.

SCHOFIELD BARRACKS MILITARY RESERVATION  
SEWER FORCE MAIN RIGHT-OF-WAY  
(TRACT B-242-E)  
Situated at Wahiawa, Oahu, Hawaii  
Being portion of Grant 4623 to L. G. Kellogg

Being a strip of land twenty [20] feet wide and extending ten [10] feet on each side of the center line except for Course No. 4 which is ten [10] feet wide and extending five [5] feet on each side of the center line described as follows:

Beginning at the westerly end of this center line at a point on the easterly side of Wilikina Drive (F. A. P. No. 38-A), the coordinates of said point of beginning referred to Government Survey Triangulation Station "WAIPIO-UKA" being 18,746.04 feet north and 14,263.14 feet west, thence running by azimuths measured clockwise from true South:

1. 236° 55' 20" 114.08 feet;
2. 236° 06' 20" 89.00 feet;
3. 286° 44' 00" 55.00 feet;
4. 196° 44' 00" 22.00 feet to the northerly end of said center line.

From the end of Course 3 thence:

5. 286° 44' 00" 20.00 feet to the easterly end of this center line, being also the easterly side of the Waialua Sugar Company

irrigation ditch and containing an area of 5,682 square feet, more or less.

(D) The terms and provisions contained in the following:

INSTRUMENT : RIGHT OF ENTRY FOR OFF INSTALLATION  
SYSTEM COMPONENTS OF THE SCHOFIELD  
BARRACKS WASTEWATER TREATMENT  
PLANT

DATED : June 4, 2004  
RECORDED : Document No. 2006-027980  
GRANTING : UNITED STATES OF AMERICA, by and through the  
Secretary of the Army, ("Grantor") and AQUA  
ENGINEERS, INC., a Hawaii corporation ("Grantee")

(E) The terms and provisions contained in the following:

INSTRUMENT : EASEMENT FOR SCHOFIELD BARRACKS  
WASTEWATER TREATMENT PLANT

DATED : June 4, 2004  
RECORDED : Document No. 2006-027981  
GRANTING : UNITED STATES OF AMERICA, by and through the  
Secretary of the Army ("Grantor"), and AQUA  
ENGINEERS, INC., a Hawaii corporation ("Grantee")

4. - AS TO ITEM III: -

(A) Highwater line of reservoir as referenced on tax map.

(B) The land has no recorded access to a public roadway.

EXHIBIT E

BILL OF SALE

KNOW ALL BY THESE PRESENTS:

That DOLE FOOD COMPANY, INC., a North Carolina corporation, whose address is at 200 S. Tryon Street, Suite 600, Charlotte, North Carolina 28273 (the "Vendor"), for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to Vendor paid by STATE OF HAWAII, AGRIBUSINESS DEVELOPMENT CORPORATION, a public body corporate and politic and an instrumentality and agency of the State of Hawaii, whose address is State Office Tower, 235 South Beretania Street, Room 205, Honolulu, Hawaii 96813 (the "Vendee"), receipt whereof is hereby acknowledged, does hereby release, remise, quitclaim, set over and deliver unto Vendee all of Vendor's right, title and interest in and to all of that certain property described in Exhibit A attached hereto and hereby made a part hereof for all purposes (collectively, the "Property").

TO HAVE AND TO HOLD the same unto said Vendee and Vendee's successors and assigns, absolutely and forever.

Vendor makes no representations or warranties with respect to the state of repair of the Property and that Vendee has agreed to accept possession of the Property in an "AS IS, WHERE IS" condition and "WITH ALL FAULTS".

This instrument may be executed in several counterparts. In addition, this instrument may contain more than one counterpart of the signature page and this instrument may be executed by the affixing of the signatures of each of the parties to one of such counterpart signature pages and the assembly of such signature pages with this instrument as one document; and all of such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page. 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.

[The remainder of this page is intentionally left blank; the next page is the signature page.]

IN WITNESS WHEREOF, the Vendor and Vendee have executed this Bill of Sale on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

DOLE FOOD COMPANY, INC.,  
a North Carolina corporation

STATE OF HAWAII, AGRIBUSINESS  
DEVELOPMENT CORPORATION, a public  
body corporate and politic and an instrumentality  
and agency of the State of Hawaii

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Vendee

Vendor

APPROVED AS TO FORM

By: \_\_\_\_\_  
Its: Deputy Attorney General

EXHIBIT A

DESCRIPTION OF DOLE FACILITIES

LOCATION (BY TMK)	DESCRIPTION
(1) 6-5-005-011	siphon, ditch, basin, filter station
(1) 6-5-002-019	ditch
(1) 6-5-002-018	ditch
(1) 6-4-003-022	ditch, siphon, filter station
(1) 6-5-005-008	pipeline, ditch, reservoir
(1) 6-5-005-010	pipeline, ditch, filter station
(1) 6-5-005-003	ditch, filter station

EXHIBIT F

LAND COURT SYSTEM	REGULAR SYSTEM
Return by Mail ( ) Pickup ( ) To:	

Tax Map Key No.:

Total pages \_\_\_\_\_

**GRANT OF NONEXCLUSIVE EASEMENT**

**THIS INDENTURE** made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Effective Date”), by and between DOLE FOOD COMPANY, INC., a North Carolina corporation whose address is 200 S. Tryon Street, Suite 600, Charlotte, North Carolina 28273 (“Grantor”) and STATE OF HAWAII, AGRIBUSINESS DEVELOPMENT CORPORATION, a public body corporate and politic and an instrumentality and agency of the State of Hawaii, whose mailing address is State Office Tower, 235 South Beretania Street, Room 205, Honolulu, Hawaii 96813 (the “Grantee”);

**RECITALS:**

**WHEREAS**, Grantor is owner of the land described in **Exhibit “A”** attached hereto and incorporated herein by this reference (the “Land”); and

**WHEREAS**, Grantee acquired certain facilities and improvements constituting the Wahiawa irrigation system (the “WIS”) from Grantor, and Grantor agreed to

provide a nonexclusive easement over the Land upon which portions of the WIS are located;

**WHEREAS**, Grantor and Grantee have reached agreement on the terms and conditions under which Grantor has agreed to permit Grantee to use the Land with respect to Grantee's ownership of the WIS, and the parties desire to document such agreements as hereinafter set forth;

**AGREEMENT:**

NOW THEREFORE, for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) paid to them by Grantee, receipt whereof is hereby acknowledged, Grantor does hereby grant unto Grantee, as the owner of the WIS, the right, in the nature of a nonexclusive, transferable easement over, under and through Land, to be exercised and enjoyed by Grantee for vehicular, mechanical and pedestrian access for purposes (collectively, the "Purposes") of (a) ingress and egress over the roadways, trails, paths and pipelines, tunnels, ditches, waterways, reservoirs, irrigation systems and other water facilities currently constituting the WIS to the extent located on the Land (the "Easement Areas"), and (b) accessing, using, drawing water from, inspecting, maintaining, repairing, constructing, modifying, and replacing the aforementioned pipelines, ditches, tunnels, waterways, reservoirs, irrigation systems and other water facilities (collectively, the "Water Facilities") located on the Land for the purposes existing as of the date of the Deed and other purposes for which such improvements, equipment, systems and Water Facilities may be customarily or reasonably used.

**TO HAVE AND TO HOLD** the same unto Grantee, its lessees, tenants, licensees, agents and other designees, forever.

**SUBJECT, HOWEVER**, to any and all existing recorded uses, licenses, easements and other encumbrances of record encumbering the Easement Areas or the Land; and

In consideration of the rights hereby granted, the acceptance thereof and the obligations hereby assumed, Grantor and Grantee hereby covenant and agree as follows:

1. Use of Easement Areas. Grantee shall exercise the rights granted to Grantee hereunder in a manner so as not to interfere unreasonably with use by Grantor of the Land. Grantor covenants and agrees that Grantor, its agents and any third party claiming through Grantor, shall not unreasonably interfere with Grantee's use of the Easement Areas for the purposes set forth in this Grant, and Grantor shall not disturb the flowage of water through the Easement Areas and the Water Facilities thereon nor intercept, use or divert such water for any purpose. Grantor acknowledges that it has no right to use any water that may flow through such system or use any Water Facilities, unless Grantor has entered into a separate water facility agreement with Grantee, which water facility agreement shall solely prescribe and control any such rights granted to Grantor.

2. Observance of Laws and Other Requirements. Grantee shall at all times during the term of this Grant observe, perform and comply with all applicable laws now or hereafter made in connection with the Grantee's exercise of the rights or privileges granted hereunder.

3. Condition of Easement Areas. Grantee accepts the Easement Areas in their “as is, where is” condition and acknowledges that Grantor has made no representations concerning the condition of the Easement Areas or the suitability or fitness of the Easement Areas for any particular use or purpose.

4. Construction of Improvements. No private roadway improvements may be constructed by Grantee within the Easement Areas without the prior written consent of Grantor, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Grantee may freely make improvements to all Water Facilities located within the Easement Areas without Grantor's consent.

5. Indemnity Grantee shall indemnify Grantor, to the extent permitted by law, from and against any and all actions, suits, losses, costs, damages, liabilities or claims thereof (“Claim”), including reasonable attorneys’ fees, arising out of any loss or damage to property and/or injury to or death of persons resulting from the negligent acts or omissions of Grantee or anyone claiming by, through or under Grantee in connection with the Grantee’s exercise of the rights or privileges granted hereunder; provided that the Grantee’s liability for such damage, injury, or loss of property has been determined by a court of competent jurisdiction or agreed to by the Grantee and that funds are appropriated and allotted for that purpose. However, nothing herein shall be deemed to require Grantee to indemnify Grantor for any Claim to the extent such Claim was caused by Grantor’s or its agent’s own acts or omissions.

6. No Liens. Grantee shall not commit or suffer any act or neglect whereby the Easement Areas become subject to any attachment, judgment, lien, charge or encumbrance.

7. Assignment. Grantee may assign and/or transfer, in whole or in part, any right hereby granted without the prior written consent of Grantor, to any subsequent owner of the WIS, as long as the successor agrees to be bound by the terms hereof.

8. Default and Remedies. If a party fails to perform any of the terms, covenants and agreements contained herein, and if such failure continues for a period of sixty (60) days after written notice, then the non-defaulting party shall be entitled to all remedies available to it at law or equity, including by way of example and not in limitation thereof, the right to sue such person for specific performance, injunctive relief and/or monetary damages, including without limitation, reasonable attorneys' fees, costs and expenses. Notwithstanding the foregoing, a party will not be deemed to be in default if such failure to perform any of the terms, covenants and agreements contained herein cannot be cured within said sixty (60) day period, and the defaulting party commences such cure within ten (10) days of receipt of such written notice and thereafter diligently prosecutes the same to completion.

8. Expenses of Enforcement. If Grantor or Grantee brings any legal proceeding to enforce any of the terms, covenants or conditions hereof, the unsuccessful party in such proceeding may be ordered to pay the prevailing party's costs and expenses, including reasonable attorneys' fees, incurred in the bringing or defending of such proceeding.

9. Notices. All communications hereunder will be in writing and shall be deemed duly communicated when delivered in person, sent by overnight courier, sent by facsimile transmission with a confirmation copy by mail, or four (4) days after being sent by certified or registered mail, postage prepaid, addressed to:

If to Grantor:

Dole Food Company, Inc.  
c/o Dole Food Company Hawaii  
1116 Whitmore Avenue  
Wahiawa, HI 96786  
ATTN: Operations Director  
FAX: 808-621-7410

With Copy To:

Dole Food Company, Inc.  
200 S. Tryon Street, Suite 600  
Charlotte, North Carolina 28273  
ATTN: General Counsel  
FAX:

If to Grantee:

State of Hawaii,  
Agribusiness Development Corporation  
235 S. Beretania Street, Suite 205  
Honolulu, HI 96813  
Attn: Executive Director

or, in each case, to such address as may hereunder have been designated most recently.

11. Remedies Cumulative. The remedies set forth herein shall be in addition to remedies otherwise applicable or provided herein or otherwise available at law or in equity, it being understood that all rights and remedies shall always be non-exclusive and cumulative and that the exercise of one remedy or form of relief available hereunder shall not be exclusive of, or constitute a waiver of, any other.

12. No Waiver. The failure in any case to enforce the provisions of any covenant, condition, restriction, obligation or charge of this grant of easement shall not constitute a waiver of any right to enforce any such provision of this grant of easement in any other case.

13. Designation of Land Court Easement; Recording of Agreement. Within twenty-four (24) months following the Effective Date, Grantee shall survey the Easements Areas and submit an application for subdivision approval of the Easement Areas from the Department of Planning and Permitting of the City and County of Honolulu, and designation of the Easement

Areas in the Office of the Assistant Registrar of the Land Court of the State of Hawaii, as necessary. Following submittal of such application, Grantee will use good faith, diligent efforts to prosecute such application to obtain subdivision approval. Promptly following such subdivision approval and designation of the Easement Areas, Grantor and Grantee shall amend and restate this Grant in its entirety to incorporate herein the legal description of the Easement Areas. Grantor agrees to cooperate, join in and/or consent to such documentation as is reasonably necessary for Grantee to complete the subdivision and designation of the Easement Areas as set forth in this section. Grantee may choose in its discretion whether to record this easement agreement.

14. Binding Effect. This instrument shall be binding upon and shall inure to the benefit of Grantor and the owner of the Land through which the Easement Areas cross, Grantee and any subsequent owner of the WIS.

15. Cooperation. Grantor further agrees and covenants to, at no cost to Grantee, promptly execute and deliver such instruments and documents and take such other actions as Grantee may reasonably request to effectuate such grants of easement rights and designations or relocations of easements and to otherwise carry out the terms of this Grant of Easement, including but not limited to, documents designating, confirming, relocating and/or granting any easements hereunder, and documents required by any governmental authorities from Grantor as the owner of the Land.

16. Counterparts. 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 that all of the parties are not signatory to the original or the same counterparts.

17. Availability of Funds. All payments by the State of Hawaii, including but not limited to the Agribusiness Development Corporation, due under this instrument are contingent upon and may not exceed the amount of appropriations available at the time such payments are due hereunder. Additionally, nothing contained in this instrument shall be interpreted as implying that the State of Hawaii Legislature, will, at any later date, appropriate sufficient funds to meet any deficiencies hereunder. No legal liability on the part of the State of Hawaii for any payment may arise under this instrument until funds are made available to the State of Hawaii, Agribusiness Development Corporation.

- The remainder of this page is intentionally left blank; the next page is the signature page -

**IN WITNESS WHEREOF**, the undersigned has executed this instrument as of the date and year first above written.

**Grantor:**

**DOLE FOOD COMPANY, INC.**, a North Carolina corporation

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**Grantee:**

[Signatures continue on the next page.]

APPROVED AS TO FORM, LEGALITY,  
EXCEPTIONS, AND RESERVATIONS:

---

Deputy Attorney General

AGRIBUSINESS DEVELOPMENT  
CORPORATION, a public body corporate and  
politic and an instrumentality and agency of  
the State of Hawaii

---

By: WENDY L. GADY  
Its Executive Director

[Signature Page to Grant of Nonexclusive Easement]

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

\_\_\_\_\_  
(Print or Type Name of Notary)

\_\_\_\_\_  
(Signature of Notary)

Notary Public, State of \_\_\_\_\_  
My Commission Expires:

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Grant of Nonexclusive Easement

Doc. Date: \_\_\_\_\_ or  Undated at time of notarization.

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

\_\_\_\_\_  
Signature of Notary Date of Notarization and Certification Statement

\_\_\_\_\_  
Printed Name of Notary

(Official Stamp or Seal)

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

\_\_\_\_\_  
(Print or Type Name of Notary)

\_\_\_\_\_  
(Signature of Notary)

Notary Public, State of \_\_\_\_\_  
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\_\_\_\_\_  
Signature of Notary Date of Notarization and Certification Statement

\_\_\_\_\_  
Printed Name of Notary

(Official Stamp or Seal)

EXHIBIT A

PROPERTY DESCRIPTION

- Tax Map Key Nos.** (1) 6-5-005-011 is referred to herein as **ITEM I**  
(1) 6-5-002-019 is referred to herein as **ITEM II**  
(1) 6-5-002-018 is referred to herein as **ITEM III**  
(1) 6-4-003-022 is referred to herein as **ITEM IV**  
(1) 6-5-005-008 is referred to herein as **ITEM V**  
(1) 6-5-005-010 is referred to herein as **ITEM VI**  
(1) 6-5-005-003 is referred to herein as **ITEM VII**

**ITEM I:**

All of that certain parcel of land (being a portion of the land(s) described in and covered by Royal Patent Number 4475, Land Commission Award Number 7713, Apana 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201)) situate, lying and being at Paalaa-Uka, Kamananui, Waialua, Oahu, State of Hawaii, being LOT G-5, Subdivision File No. 2022/SUB-223, being also a portion of Lot G-1-D as shown on Subdivision File No. 2010/SUB-176, and thus bounded and described as per survey dated July 3, 2024:

Beginning at the North corner of this parcel of land, being the Northeast corner of Lot G-1-C, being a portion of Royal Patent 4475, Land Commission Award 7713, Apana 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201) and all of Grant 423 to Kahoeaka and Kolikoli; Grant 424 to Koiniho; Grant 425 to Haalou; Grant 440 to Haalilo; and Lot 1 (Map 1) of Land Court Application 1280, and along the South side of Kamehameha Highway [F.A.P. DF-082-1(1)], the coordinates referred to Government Survey Triangulation Station "PUU IKI" being 9,752.58 feet North and 15,005.11 feet East and thence running by azimuths measured clockwise from true South:

- |    |      |     |        |  |
|----|------|-----|--------|--|
| 1. | 291° | 34' | 456.55 | feet along Kamehameha Highway [F.A.P. DF-082-1(1)];  |
| 2. | 21°  | 34' | 10.00  | feet along Kamehameha Highway [F.A.P. DF-082-1(1)];  |
| 3. | 291° | 34' | 225.00 | feet along Kamehameha Highway [F.A.P. DF-082-1(1)];  |
| 4. | 21°  | 34' | 127.00 | feet along Lot G-4, being a portion of R.P. 4475, L.C. Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201); |
| 5. | 293° | 00' | 403.14 | feet along Lot G-4, being a portion of R.P. 4475, L.C. Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201); |

- |     |  |         |         |  |
|-----|--|---------|---------|--|
| 6.  | 306°   | 15'     | 218.53  | feet along Lot G-4, being a portion of R.P. 4475, L.C. Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201); |
| 7.  | 293°   | 00'     | 521.61  | feet along Lot G-4, being a portion of R.P. 4475, L.C. Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201); |
| 8.  | 28°  | 00'     | 1008.47 | feet along Lot G-4, being a portion of R.P. 4475, L.C. Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201); |
| 9.  | Thence along Lot G-4, being a portion of R.P. 4475, L.C. Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201), on a curve to the left with a radius of 30.00 feet, the chord azimuth and distance being: |         |         |  |
|     | 339°   | 07' 30" | 45.20   | feet;  |
| 10. | 290°   | 15'     | 755.58  | feet along Lot G-4, being a portion of R.P. 4475, L.C. Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201); |
| 11. | 27°  | 30'     | 507.06  | feet along Lot G-4, being a portion of R.P. 4475, L.C. Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201); |
| 12. | 72°  | 45'     | 374.58  | feet along Lot G-4, being a portion of R.P. 4475, L.C. Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201); |
| 13. | 37°  | 30'     | 164.17  | feet along Lot G-4, being a portion of R.P. 4475, L.C. Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201); |

Thence boundary follows along top bank of stream for the next seventeen (17) courses, the direct azimuths and distances along said top bank of stream being:

- |     |      |     |        |  |
|-----|------|-----|--------|--|
| 14. | 280° | 00' | 195.00 | feet along Lot G-4, being a portion of R.P. 4475, L.C. Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201); |
| 15. | 316° | 49' | 396.00 | feet along Lot G-4, being a portion of R.P. 4475, L.C. Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201); |
| 16. | 272° | 45' | 322.00 | feet along Lot G-4, being a portion of R.P. 4475, L.C. Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201); |

17.	304°	15'	152.00	feet along Lot G-4, being a portion of R.P. 4475, L.C. Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201);
18.	339°	48'	220.41	feet along Lot G-4, being a portion of R.P. 4475, L.C. Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201);
19.	295°	36'	96.00	feet along Lot G-4, being a portion of R.P. 4475, L.C. Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201);
20.	273°	24'	313.00	feet along Lot G-4, being a portion of R.P. 4475, L.C. Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201);
21.	288°	57'	108.00	feet along Lot G-4, being a portion of R.P. 4475, L.C. Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201);
22.	319°	15'	330.00	feet along Lot G-4, being a portion of R.P. 4475, L.C. Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201);
23.	288°	58'	63.00	feet along Lot G-4, being a portion of R.P. 4475, L.C. Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201);
24.	254°	54'	94.00	feet along Lot G-4, being a portion of R.P. 4475, L.C. Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201);
25.	283°	23'	33.00	feet along Lot G-4, being a portion of R.P. 4475, L.C. Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201);
26.	303°	48'	45.00	feet along Lot G-4, being a portion of R.P. 4475, L.C. Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201);
27.	334°	11'	56.00	feet along Lot G-4, being a portion of R.P. 4475, L.C. Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201);
28.	287°	45'	154.00	feet along Lot G-4, being a portion of R.P. 4475, L.C. Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201);
29.	300°	26'	343.00	feet along Lot G-4, being a portion of R.P. 4475, L.C. Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201);

30. 287° 00' 256.14 feet along Lot G-4, being a portion of R.P. 4475, L.C. Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201);

Thence boundary follows along top west bank of Wahiawa Ditch for the next ten (10) courses, the direct azimuths and distances along said top west bank being:

31. 303° 18' 28" 519.94 feet along Lot K-4-A, being a portion of R.P. 4475, L.C. Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201);

32. 292° 45' 152.00 feet along Lot K-4-A, being a portion of R.P. 4475, L.C. Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201);

33. 357° 00' 334.00 feet along Lot K-4-A, being a portion of R.P. 4475, L.C. Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201);

34. 74° 15' 139.00 feet along Lot K-4-A, being a portion of R.P. 4475, L.C. Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201);

35. 28° 30' 184.00 feet along Lot K-4-A, being a portion of R.P. 4475, L.C. Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201);

36. 97° 30' 414.00 feet along Lot K-4-A, being a portion of R.P. 4475, L.C. Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201);

37. 71° 30' 514.00 feet along Lot K-4-A, being a portion of R.P. 4475, L.C. Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201);

38. 106° 15' 564.00 feet along Lot K-4-A, being a portion of R.P. 4475, L.C. Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201);

39. 79° 30' 191.86 feet along Lot K-4-A, being a portion of R.P. 4475, L.C. Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201);

40. 60° 30' 481.29 feet along Lot K-4-A, being a portion of R.P. 4475, L.C. Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201);

41. 123° 42' 2516.50 feet along Ld. Ct. App. 267, Lot 4 (Map 1) of Ld. Ct. App. 1280, Gr. 443 to Naluahi, Lot 3 (Map 1) of Ld. Ct. App. 1280, and Gr. 426 to Lalawalu;
42. 10° 00' 5782.85 feet along Gr. 426 to Lalawalu;

Thence boundary follows along top edge of gulch for the next six (6) courses, the direct azimuths and distances along said top edge of gulch being:

43. 88° 34' 02" 294.54 feet along portion Gr. 1331 to Kea and Kahui;
44. 136° 38' 30" 777.00 feet along Lot 11 (Map 1) of Ld. Ct. App. 1280;
45. 127° 30' 151.80 feet along Lot 11 (Map 1) of Ld. Ct. App. 1280;
46. 145° 49' 30" 493.44 feet along Lot 2, being a portion of Gr. 1330 to Kuahiwilau;
47. 153° 47' 50" 163.94 feet along Lot 2, being a portion of Gr. 1330 to Kuahiwilau;
48. 137° 58' 502.87 feet along Lot 2, being a portion of Gr. 1330 to Kuahiwilau;
49. 190° 02' 20" 5828.72 feet along Lot G-1-C, being a portion of R.P. 4475, L.C.Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201) and all of Gr. 423 to Kahoeka and Kolikoli; Gr. 424 to Koiniho; Gr. 425 to Haalou; Gr. 440 to Haalilo; and Lot 1 (Map 1) of Ld. Ct. App. 1280;
50. 216° 00' 2700.66 feet along Lot G-1-C, being a portion of R.P. 4475, L.C.Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201) and all of Gr. 423 to Kahoeka and Kolikoli; Gr. 424 to Koiniho; Gr. 425 to Haalou; Gr. 440 to Haalilo; and Lot 1 (Map 1) of Ld. Ct. App. 1280, to the point of beginning and containing an area of 544.153 Acres, more or less.

TOGETHER WITH Crossing No. 18-A (20-ft. wide) for tractor crossing.

**ITEM II:**

All of that certain parcel of land (being all of the land described in and covered by Royal Patent Grant Number 426 to Lalawalu) situate, lying and being at Paukauwila, District of Waialua, City and County of Honolulu, State of Hawaii, bearing Tax Key designation (1) 6-5-002-porti on 019, containing an area of 63.500 acres, more or less.

**ITEM III:**

All of that certain parcel of land (being all of the land described in and covered by Royal Patent Grant Number 443 to Naluahi) situate, lying and being at Paukauwila, District of Waialua, City and County of Honolulu, State of Hawaii, bearing Tax Key designation (1) 6-5-002-018 and containing an area of 62.60 acres, more or less.

**ITEM IV:**

All of that certain parcel of land (being portion of the land described in and covered by Royal Patent Number 4475, Land Commission Award Number 7713, Apana 34 to V. Kamamalu (Certificate of Boundaries No. 201) and all of the land described in and covered by (A) Lot 4, Map 1, Land Court Application 1280; (B) Map 1 of Land Court Application 267; (C) Lots 5-A and 5-B, Map 2, Land Court Application 1280; (D) Lots A, B and C, Map 2, Land Court Application 268; (E) Lots 6-A and 6-B, Map 2, Land Court Application 1280; (F) Royal Patent Grant Number 429 to Kahooalahala; (G) Lot 1, Map 1, Land Court Application 1360; (H) Royal Patent Grant Number 431 to Kauohanui; (I) Map 1, Land Court Application 269; (J) Royal Patent Grant Number 434 to Keawamoku; (K) Royal Patent Grant Number 435 to Ehu; (L) Map 1, Land Court Application 270; and (M) Lot 7, Map 1, Land Court Application 1280) situate, lying and being at Paalaa-Uka and Kamananui, District of Waialua, City and County of Honolulu, State of Hawaii, being LOT K-4-A-1, described as follows:

Beginning at the northwest corner of this parcel of land, being along the south side of Kamehameha Highway, F.A.P. DF-08-1(1), the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU IKI" being 7,227.43 feet north and 19,078.81 feet east and thence running by azimuths measured clockwise from true South:

1. Along the south side of Kamehameha Highway, F.A.P. DF-082-1(1), on a curve to the left with a radius of 2,894.79 feet, the chord azimuth and distance being:  
  
306° 57' 1,471.60 feet;
2. 292° 13' 30" 4,914.04 feet along the south side of Kamehameha Highway, F.A.P. DF-082-1(1);
3. Thence along the south side of Kamehameha Highway, F.A.P. DF-082-1(1), on a curve to the right with a radius of 2,425.70 feet, the chord azimuth and distance being:  
  
317° 42' 30" 2,087.31 feet;
4. 343° 11' 30" 2,515.38 feet along the west side of Kamehameha Highway, F.A.P. DF-082-1(1);

5. 73° 11' 30" 19.69 feet along the west side of Kamehameha Highway, F.A.P. DF-082-1(1);
6. 343° 11' 30" 98.43 feet along the west side of Kamehameha Highway, F.A.P. DF-082-1(1);
7. 253° 11' 30" 19.69 feet along the west side of Kamehameha Highway, F.A.P. DF-082-1(1);
8. 343° 11' 30" 5,992.46 feet along the west side of Kamehameha Highway, F.A.P. DF-082-1(1);
9. Thence along the west side of Kamehameha Highway, F.A.P. DF-082-1(1), on a curve to the right with a radius of 2,262.00 feet, the chord azimuth and distance being:
  - 347° 35' 36" 347.21 feet;
10. 81° 58' 42" 20.00 feet along the west side of Kamehameha Highway, F.A.P. DF-082-1(1);
11. Thence along the west side of Kamehameha Highway, F.A.P. DF-082-1(1), on a curve to the right with a radius of 2,242.00 feet, the chord azimuth and distance being:
  - 353° 52' 12" 146.71 feet;
12. 85° 44' 42" 25.00 feet along the west side of Kamehameha Highway, F.A.P. DF-082-1(1);
13. Thence along the west side of Kamehameha Highway, F.A.P. DF-082-1(1), on a curve to the right with a radius of 2,217.00 feet, the chord azimuth and distance being:
  - 358° 52' 11" 241.70 feet;
14. 271° 59' 40" 40.00 feet along the west side of Kamehameha Highway, F.A.P. DF-082-1(1);
15. Thence along the west side of Kamehameha Highway, F.A.P. DF-082-1(1), on a curve to the right with a radius of 2,257.00 feet, the chord azimuth and distance being:
  - 11° 52' 35" 774.69 feet;
16. 21° 45' 30" 199.39 feet along the west side of Kamehameha Highway, F.A.P. DF-082-1(1);
17. 291° 45' 30" 5.00 feet along the west side of Kamehameha Highway, F.A.P. DF-082-1(1);

18. 21° 45' 30" 226.60 feet along the west side of Kamehameha Highway, F.A.P. DF-082-1(1);

19. Boundary following along the south bank of stream, the direct azimuth and distance being:

106° 12' 10" 4,760.65 feet;

20. 331° 31' 30" 440.00 feet along Lot 1-A-3-C-1-A (Map 12) of Land Court Application 262;

Boundary following along the south bank of stream for the next nine (9) courses, the direct azimuths and distances between points along said south bank of stream being:

21. 111° 46' 1,850.00 feet;

22. 86° 18' 631.50 feet;

23. 127° 26' 900.00 feet;

24. 54° 17' 242.00 feet;

25. 94° 54' 726.00 feet;

26. 135° 01' 420.00 feet;

27. 86° 36' 360.00 feet;

28. 144° 34' 1,437.00 feet;

29. 144° 59' 08" 385.58 feet;

Boundary follows along the top edge of Poamoho Gulch for the next two (2) courses, the direct azimuths and distances along said edge of gulch being:

30. 148° 34' 514.50 feet;

31. 149° 08' 919.03 feet;

32. 190° 00' 66.64 feet along Lot 10-A, being all of Lot 1-A (Map 2) of Land Court Application 271 and Lot 10 (Map 1) of Land Court Application 1280;

Boundary follows along the top edge of Poamoho Gulch for the next seven (7) courses, the direct azimuths and distances between points along said gulch being:

33. 104° 19' 442.79 feet;

- |     |      |     |     |          |   |
|-----|------|-----|-----|----------|---|
| 34. | 122° | 01' | 30" | 470.17   | feet;   |
| 35. | 133° | 45' | 30" | 524.23   | feet;   |
| 36. | 72°  | 30' | 30" | 491.95   | feet;   |
| 37. | 142° | 39' | 30" | 453.55   | feet;   |
| 38. | 100° | 48' |     | 115.08   | feet;   |
| 39. | 91°  | 22' | 30" | 451.16   | feet;   |
| 40. | 190° | 01' |     | 6,325.00 | feet along Grant 443 to Naluahi;  |
| 41. | 303° | 42' |     | 1,028.50 | feet along Lot G-1-D, being portion of R. P. 4475, L. C. Aw. 7713, Ap. 34 to V. Kamamalu (Certificate of Boundaries No. 201) and all of Grant 439 to Hookala; Lot 2 of Land Court Application 1280 (Map 1); and Land Court Application 266; |

Boundary follows along top west bank of Wahiawa Ditch for the next twelve (12) courses, the direct azimuths and distances between said points along top west bank of ditch being:

- |     |      |     |  |        |   |
|-----|------|-----|--|--------|---|
| 42. | 240° | 30' |  | 480.09 | feet;   |
| 43. | 259° | 30' |  | 194.67 | feet;   |
| 44. | 286° | 15' |  | 564.00 | feet;   |
| 45. | 251° | 30' |  | 514.00 | feet;   |
| 46. | 277° | 30' |  | 414.00 | feet;   |
| 47. | 208° | 30' |  | 184.00 | feet;   |
| 48. | 254° | 15' |  | 139.00 | feet;   |
| 49. | 177° | 00' |  | 334.00 | feet;   |
| 50. | 112° | 45' |  | 152.00 | feet;   |
| 51. | 126° | 45' |  | 668.00 | feet;   |
| 52. | 168° | 30' |  | 988.00 | feet;   |
| 53. | 228° | 45' |  | 753.00 | feet to the point of beginning and containing an area of 2,636.817 acres, more or less. |

Said above LOT K-4-A-1 was approved by the Department of Planning and Permitting, City and County of Honolulu (File Number 1016/SUB-165, dated

November 17, 2017) comprises of the following:

-ITEM FIRST:-

All of that certain parcel of land (being portion of the land described in and covered by Royal Patent Number 4475, Land Commission Award Number 7713, Apana 34 to V. Kamamalu (Certificate of Boundaries No. 201) situate, lying and being at Paalaa Uka, District of Waialua, City and County of Honolulu, State of Hawaii, bearing Tax Key designation (1) 6-4-003-001 and containing an area of 1,681.407 acres, more or less.

Said above described parcel of land having been acquired by HELEMANO COMPANY, LIMITED, a Hawaiian corporation, by DEED of WAIALUA LIQUIDATING COMPANY, LIMITED, a Hawaiian corporation, formerly known as Waialua Agricultural Company, Limited, dated July 5, 1949, recorded in Liber 2242 at Page 156.

-Note:- HELEMANO COMPANY, LIMITED merged with and into CASTLE & COOKE, LIMITED, a Hawaii corporation, as set forth in instrument dated May 29, 1958, recorded in Liber 3435 at Page 260.

The corporate name of CASTLE & COOKE, LIMITED was changed to CASTLE & COOKE, INC. as set forth in instrument dated May 29, 1958, recorded in Liber 3435 at Page 275.

The corporate name of CASTLE & COOKE, INC. was changed to DOLE FOOD COMPANY, INC., a Hawaii corporation, as set forth in instrument dated July 30, 1991, filed as Land Court Order No. 103306, and recorded as Document No. 91-105938.

DOLE FOOD COMPANY, INC., a Hawaii corporation, merged with and into DOLE FOOD COMPANY, INC., a Delaware corporation, as set forth in instrument dated effective as of June 30, 2001, filed as Land Court Document No. 2906619.

Order filed as Land Court Document No. T-9831245 sets forth the conversion of DOLE FOOD COMPANY, INC., a Delaware corporation, to DOLE FOOD COMPANY, INC., a North Carolina corporation, as of September 6, 2016.

-ITEM SECOND:-

All of that certain parcel of land situated at Kamananui, District of Waialua, City and County of Honolulu, State of Hawaii, described as follows:

LOT 4, area 63.14 acres, more or less, Map 1, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application 1280 of Waialua Agricultural Company, Limited.

Being the land described in Transfer Certificate of Title No. 71,639 issued to DOLE FOOD COMPANY, INC., a Hawaii corporation.

-ITEM THIRD:-

All of that certain parcel of land situated at Kaheeka, Kamananui, District of Waialua, City and County of Honolulu, State of Hawaii, containing an area of 62.40 acres, more or less, as shown on Map 1, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application 267 of William Edward Rowell.

Being the land described in Transfer Certificate of Title No. 71,654 issued to DOLE FOOD COMPANY, INC., a Hawaii corporation.

-ITEM FOURTH:-

All of that certain parcel of land situated at Kamananui, District of Waialua, City and County of Honolulu, State of Hawaii, described as follows:

LOT 5-A, area 5.088 acres, and LOT 5-B, area 55.922 acres, more or less, Map 2, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application 1280 of Waialua Agricultural Company, Limited.

Being the land described in Transfer Certificate of Title No. 71,639 issued to DOLE FOOD COMPANY, INC., a Hawaii corporation.

-ITEM FIFTH:-

All of that certain parcel of land situated at Kaheeka, Kamananui, District of Waialua, City and County of Honolulu, State of Hawaii, described as follows:

LOT A, area 3.398 acres, more or less,  
LOT B, area 5.695 acres, more or less,  
LOT C, area 49.407 acres, more or less, Map 2, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application 268 of William Edward Rowell.

Being the land described in Transfer Certificate of Title No. 71,654 issued to DOLE FOOD COMPANY, INC., a Hawaii corporation.

-ITEM SIXTH:-

All of that certain parcel of land situated at Kamananui, District of Waialua, City and County of Honolulu, State of Hawaii, described as follows:

LOT 6-A, area 6.171 acres, more or less,  
LOT 6-B, area 52.559 acres, more or less, Map 2, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application 1280 of Waialua Agricultural Company, Limited.

Being the land described in Transfer Certificate of Title No. 71,639 issued to DOLE FOOD COMPANY, INC., a Hawaii corporation.

-ITEM SEVENTH:-

All of that certain parcel of land (being all of the land described in and covered by Royal Patent Grant Number 429 to Kahooalahala) situate, lying and being at Paukauwila, District of Waialua, City and County of Honolulu, State of Hawaii, bearing Tax Key designation (1) 6-5-002-portion 011 and containing an area of 56.922 acres, more or less.

Said above described parcel of land having been acquired by HELEMANO COMPANY, LIMITED, a Hawaiian corporation, by DEED of WAIALUA LIQUIDATING COMPANY, LIMITED, a Hawaiian corporation, formerly known as Waialua Agricultural Company, Limited, dated July 5, 1949, recorded in Liber 2242 at Page 156.

-Note:- HELEMANO COMPANY, LIMITED merged with and into CASTLE & COOKE, LIMITED, a Hawaii corporation, as set forth in instrument dated May 29, 1958, recorded in Liber 3435 at Page 260.

The corporate name of CASTLE & COOKE, LIMITED was changed to CASTLE & COOKE, INC. as set forth in instrument dated May 29, 1958, recorded in Liber 3435 at Page 275.

The corporate name of CASTLE & COOKE, INC. was changed to DOLE FOOD COMPANY, INC., a Hawaii corporation, as set forth in instrument dated July 30, 1991, filed as Land Court Order No. 103306, and recorded as Document No. 91-105938.

DOLE FOOD COMPANY, INC., a Hawaii corporation, merged with and into DOLE FOOD COMPANY, INC., a Delaware corporation, as set forth in instrument dated effective as of June 30, 2001, filed as Land Court Document No. 2906619.

Order filed as Land Court Document No. T-9831245 sets forth the conversion of DOLE FOOD COMPANY, INC., a Delaware corporation, to DOLE FOOD COMPANY, INC., a North Carolina corporation, as of September 6, 2016.

-ITEM EIGHTH:-

All of that certain parcel of land situated at Kamananui, District of Waialua, City and County of Honolulu, State of Hawaii, described as follows:

LOT 1, area 55.10 acres, more or less, Map 1, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application 1360 of Waialua Agricultural Company, Limited.

Being the land described in Transfer Certificate of Title No. 71,640 issued to DOLE FOOD COMPANY, INC., a Hawaii corporation.

-ITEM NINTH:-

All of that certain parcel of land (being all of the land described in and covered by Royal Patent Grant Number 431 to Kauohanui) situate, lying and being at Paukauwila, District of Waialua, City and County of Honolulu, State of Hawaii, bearing Tax Key designation (1) 6-5-002-portion 011 and containing an area of 108.40 acres, more or less.

Said above described parcel of land having been acquired by HELEMANO COMPANY, LIMITED, a Hawaiian corporation, by DEED of WAIALUA LIQUIDATING COMPANY, LIMITED, a Hawaiian corporation, formerly known as Waialua Agricultural Company, Limited, dated July 5, 1949, recorded in Liber 2242 at Page 156.

-Note:- HELEMANO COMPANY, LIMITED merged with and into CASTLE & COOKE, LIMITED, a Hawaii corporation, as set forth in instrument dated May 29, 1958, recorded in Liber 3435 at Page 260.

The corporate name of CASTLE & COOKE, LIMITED was changed to CASTLE & COOKE, INC. as set forth in instrument dated May 29, 1958, recorded in Liber 3435 at Page 275.

The corporate name of CASTLE & COOKE, INC. was changed to DOLE FOOD COMPANY, INC., a Hawaii corporation, as set forth in instrument dated July 30, 1991, filed as Land Court Order No. 103306, and recorded as Document No. 91-105938.

DOLE FOOD COMPANY, INC., a Hawaii corporation, merged with and into DOLE FOOD COMPANY, INC., a Delaware corporation, as set forth in instrument dated effective as of June 30, 2001, filed as Land Court Document No. 2906619.

Order filed as Land Court Document No. T-9831245 sets forth the conversion of DOLE FOOD COMPANY, INC., a Delaware corporation, to DOLE FOOD COMPANY, INC., a North Carolina corporation, as of September 6, 2016.

-ITEM TENTH:-

All of that certain parcel of land situated at Kamananui, District of Waialua, City and County of Honolulu, State of Hawaii, containing an area of 132.8 acres, more or less, as shown on Map 1, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application 269 of William Edward Rowell.

Being the land described in Transfer Certificate of Title No. 71,654 issued to DOLE FOOD COMPANY, INC., a Hawaii corporation.

-ITEM ELEVENTH:-

All of that certain parcel of land (being all of the land described in and covered by Royal Patent Grant Number 434 to Keawamoku) situate, lying and being at

Paukauwila, District of Waialua, City and County of Honolulu, State of Hawaii, bearing Tax Key designation (1) 6-5-002-portion 011 and containing an area of 73.25 acres, more or less.

**-ITEM TWELFTH:-**

All of that certain parcel of land (being all of the land described in and covered by Royal Patent Grant Number 435 to Ehu) situate, lying and being at Paukauwila, District of Waialua, City and County of Honolulu, State of Hawaii, bearing Tax Key designation (1) 6-5-002-portion 011 and containing an area of 75.25 acres, more or less.

**-ITEM THIRTEENTH:**

All of that certain parcel of land situated at Kamananui, District of Waialua, City and County of Honolulu, State of Hawaii, containing an area of 72.00 acres, more or less, as shown on Map 1, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application 270 of William Edward Rowell.

Being the land described in Transfer Certificate of Title No. 71,654 issued to DOLE FOOD COMPANY, INC., a Hawaii corporation.

**-ITEM FOURTEENTH:-**

All of that certain parcel of land situated at Kamananui, District of Waialua, City and County of Honolulu, State of Hawaii, described as follows:

LOT 7, area 75.10 acres, more or less, Map 1, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application 1280 of Waialua Agricultural Company, Limited.

Being the land described in Transfer Certificate of Title No. 71,639 issued to DOLE FOOD COMPANY, INC., a Hawaii corporation.

Note(s):        **-AS TO ITEMS SECOND THROUGH SIXTH, INCLUSIVE, AND ITEMS EIGHTH, TENTH, THIRTEENTH AND FOURTEENTH:-**

- (A)     DOLE FOOD COMPANY, INC., a Hawaii corporation, merged with and into DOLE FOOD COMPANY, INC., a Delaware corporation, as set forth in instrument dated effective as of June 30, 2001, filed as Land Court Document No. 2906619.
- (B)     Order filed as Land Court Document No. T-9831245 sets forth the conversion of DOLE FOOD COMPANY, INC., a Delaware corporation, to DOLE FOOD COMPANY, INC., a North Carolina corporation, as of September 6, 2016.

**ITEM V:**

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent 4475, Land Commission Award Number 7713, Apana 34 to V. Kamamalu

(Certificate of Boundaries No. 201) and Royal Patent Grant 607 to J. S. Emerson) situate, lying and being at Paalaa-Uka and Kamanui, District of waiialua, City and County of Honolulu, State of Hawaii, being LOT G-2, and thus bounded and described:

Beginning at the northwest corner of this parcel of land, being also the northeast corner of Lot G-1-A, being portions of Royal Patent 4475, Land Commission Award 7713, Apana 34 to V. Kamamalu (Certificate of Boundaries No. 201) and Grant 607 to J. S. Emerson and along the south side of Kamehameha Highway (F.A.P. DF-082-1(1)), the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU IKI" being 11,886.07 feet north and 9,607.35 feet east and thence running by azimuths measured clockwise from true South:

- |    |      |         |         |   |
|----|------|---------|---------|---|
| 1. | 291° | 34'     | 1210.65 | feet along the south side of Kamehameha Highway (F.A.P. DF-082-1(1));   |
| 2. | 21°  | 34'     | 5.00    | feet along the south side of Kamehameha Highway (F.A.P. DF-082-1(1));   |
| 3. | 291° | 34'     | 300.00  | feet along the south side of Kamehameha Highway (F.A.P. DF-082-1(1));   |
| 4. | 201° | 34'     | 5.00    | feet along the south side of Kamehameha Highway (F.A.P. DF-082-1(1));   |
| 5. | 291° | 34'     | 1082.58 | feet along the south side of Kamehameha Highway (F.A.P. DF-082-1(1));   |
| 6. | 36°  | 00'     | 2009.48 | feet along Lot G-1-C, being a portion R.P. 4475, L.C.Aw. 7713, Ap. 34 to V. Kamamalu (Certificate of Boundaries No. 201) and all of Grant 423 to Kahoeka and Kolikoli; Grant 424 to Koiniho; Grant 425 to Haalou; Grant 440 to Haalilo and Lot 1 of Land Court Application 1280 (Map 1);    |
| 7. | 10°  | 02' 20" | 1374.72 | feet along Lot G-1-C, being a portion of R.P. 4475, L.C.Aw. 7713, Ap. 34 to V. Kamamalu (Certificate of Boundaries No. 201) and all of Grant 423 to Kahoeka and Kolikoli; Grant 424 to Koiniho; Grant 425 to Haalou; Grant 440 to Haalilo and Lot 1 of Land Court Application 1280 (Map 1); |

Thence boundary follows along the top bank of North Poamoho Gulch, same being along Lot G-3, being portions of Grant 607 to J.S. Emerson and all of Grant 235, Apana 2 to J. Topliff and L. Johnson; Grant 238 to John F. Anderson and Franklin Davis; Lots 3 and 4 of Land Court Application 1164 (Map 1); and Lot 3-C of Land Court Application 1193 (Map 3) for the next five (5) courses, the direct azimuths and distances along said top bank being:

- |    |      |     |        |       |
|----|------|-----|--------|-------|
| 8. | 141° | 00' | 559.17 | feet; |
|----|------|-----|--------|-------|

- |     |      |     |         |   |
|-----|------|-----|---------|---|
| 9.  | 123° | 00' | 225.00  | feet;   |
| 10. | 92°  | 30' | 260.00  | feet;   |
| 11. | 134° | 38' | 873.00  | feet;   |
| 12. | 75°  | 20' | 757.00  | feet;   |
| 13. | 201° | 34' | 3164.00 | feet along Lot G-1-A, being portions of R.P. 4475, L.C.Aw. 7713, Ap. 34 to V. Kamamalu (Certificate of Boundaries No. 201) and Grant 607 to J.S. Emerson to the point of beginning and containing an area of 155.702 acres, more or less. |

Said above described parcel of land having been acquired as follows:

1. By HELEMANO COMPANY, LIMITED, a Hawaiian corporation, by TRANSFER INSTRUMENT OF WAIALUA LIQUIDATING COMPANY, LIMITED, a Hawaiian corporation, dated December 14, 1948, recorded in Liber 2188 at Page 379;

-Note:- HELEMANO COMPANY, LIMITED merged with and into CASTL& COOKE, LIMITED, as set forth in instrument dated May 29, 1958, recorded in Liber 3435 at Page 271; and

The corporate name of CASTLE & COOKE, LIMITED was changed to CASTLE & COOKE, INC. as set forth in instrument dated May 29, 1958, recorded in Liber 3435 at Page 275.

- (B) By CASTLE & COOKE, INC., a Hawaii corporation, by EXCHANGE DEED of OLIVER HUDLESTON EMERSON (and wife, Helen Virginia Emerson), dated November 29, 1968, recorded in Liber 6315 at Page 222;

-Note:- The corporate name of CASTLE & COOKE, INC. was changed to DOLE FOOD COMPANY, INC., a Hawaii corporation, as set forth in instrument dated July 30, 1991, recorded as Document No. 91-105938;

DOLE FOOD COMPANY, INC., a Hawaii corporation, merged into and with DOLE FOOD COMPANY, INC., a Delaware corporation, as set forth in Certificate of Merger dated February 8, 2002, filed as Land Court Document No. 2906619; and

DOLE FOOD COMPANY, INC., a Delaware corporation, converted into DOLE FOOD COMPANY, INC., a North Carolina corporation, as set forth in instrument dated November 15, 2016, filed as Land Court Document No. 9831245.

**ITEM VI:**

All of that certain parcel of land (being a portion of the land(s) described in and covered by Royal Patent Number 4475, Land Commission Award Number 7713, Apana 34 to V.

Kamamalu (Lot 1, Certificate of Boundaries No. 201)) situate, lying and being at Paalaa-Uka, Kamananui, Waialua, Oahu, State of Hawaii, being LOT G-4, Subdivision File No. 2022/SUB-223, being also a portion of Lot G-1-D as shown on Subdivision File No. 2010/SUB-176, and thus bounded and described as per survey dated July 3, 2024:

Beginning at the Northwest corner of this parcel of land, being the Northeast corner of Lot G-5, being a portion of Royal Patent 4475, Land Commission Award 7713, Apana 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201) and all of Grant 439 to Hookala; Land Court Application 266; and Lot 2 (Map 1) of Land Court Application 1280, and along the South side of Kamehameha Highway [F.A.P. DF-082-1(1)], the coordinates referred to Government Survey Triangulation Station "PUU IKI" being 9,492.76 feet North and 15,635.27 feet East and thence running by azimuths measured clockwise from true South:

1. 291° 34' 75.00 feet along Kamehameha Highway [F.A.P. DF-082-1(1)];
2. 201° 34' 10.00 feet along Kamehameha Highway [F.A.P. DF-082-1(1)];
3. 291° 34' 1730.25 feet along Kamehameha Highway [F.A.P. DF-082-1(1)];
4. Thence along Kamehameha Highway [F.A.P. DF-082-1(1) ], on a curve to the right with a radius of 2834.79 feet, the chord azimuth and distance being:
  - 306° 37' 15" 1472.57 feet;
5. 321° 40' 30" 933.88 feet along Kamehameha Highway [F.A.P. DF-082-1(1)];

Thence boundary follows along top west bank of Wahiawa Ditch for the next three (3) courses, the direct azimuths and distances along said top west bank being:

6. 48° 45' 753.00 feet along Lot K-4-A, being a portion of R.P. 4475, L.C.Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201);
7. 348° 30' 988.00 feet along Lot K-4-A, being a portion of R.P. 4475, L.C.Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201);
8. 318° 35' 152.24 feet along Lot K-4-A, being a portion of R.P. 4475, L.C.Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201);

Thence boundary follows along top bank of stream for the next seventeen (17) courses, the direct azimuths and distances along said top bank of stream being:

9.	107°	00'	256.14	feet along Lot G-5, being a portion of R.P. 4475, L.C.Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201) and all of Gr. 439 to Hookala; Ld. Ct. App. 266; and Lot 2 (Map 1) of Ld. Ct. App. 1280;
10.	120°	26'	343.00	feet along Lot G-5, being a portion of R.P. 4475, L.C.Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201) and all of Gr. 439 to Hookala; Ld. Ct. App. 266; and Lot 2 (Map 1) of Ld. Ct. App. 1280;
11.	107°	45'	154.00	feet along Lot G-5, being a portion of R.P. 4475, L.C.Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201) and all of Gr. 439 to Hookala; Ld. Ct. App. 266; and Lot 2 (Map 1) of Ld. Ct. App. 1280; 12. 154° 11' 56.00 feet along Lot G-5, being a portion of R.P. 4475, L.C.Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201) and all of Gr. 439 to Hookala; Ld. Ct. App. 266; and Lot 2 (Map 1) of Ld. Ct. App. 1280;
13.	123°	48'	45.00	feet along Lot G-5, being a portion of R.P. 4475, L.C.Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201) and all of Gr. 439 to Hookala; Ld. Ct. App. 266; and Lot 2 (Map 1) of Ld. Ct. App. 1280;
14.	103°	23'	33.00	feet along Lot G-5, being a portion of R.P. 4475, L.C.Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201) and all of Gr. 439 to Hookala; Ld. Ct. App. 266; and Lot 2 (Map 1) of Ld. Ct. App. 1280;
15.	74°	54'	94.00	feet along Lot G-5, being a portion of R.P. 4475, L.C.Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201) and all of Gr. 439 to Hookala; Ld. Ct. App. 266; and Lot 2 (Map 1) of Ld. Ct. App. 1280;
16.	108°	58'	63.00	feet along Lot G-5, being a portion of R.P. 4475, L.C.Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201) and all of Gr. 439 to Hookala; Ld. Ct. App. 266; and Lot 2 (Map 1) of Ld. Ct. App. 1280;
17.	139°	15'	330.00	feet along Lot G-5, being a portion of R.P. 4475, L.C.Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201) and all of Gr.

				439 to Hookala; Ld. Ct. App. 266; and Lot 2 (Map 1) of Ld. Ct. App. 1280;
18.	108°	57'	108.00	feet along Lot G-5, being a portion of R.P. 4475, L.C.Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201) and all of Gr. 439 to Hookala; Ld. Ct. App. 266; and Lot 2 (Map 1) of Ld. Ct. App. 1280;
19.	93°	24'	313.00	feet along Lot G-5, being a portion of R.P. 4475, L.C.Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201) and all of Gr. 439 to Hookala; Ld. Ct. App. 266; and Lot 2 (Map 1) of Ld. Ct. App. 1280;
20.	115°	36'	96.00	feet along Lot G-5, being a portion of R.P. 4475, L.C.Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201) and all of Gr. 439 to Hookala; Ld. Ct. App. 266; and Lot 2 (Map 1) of Ld. Ct. App. 1280;
21.	159°	48'	220.41	feet along Lot G-5, being a portion of R.P. 4475, L.C.Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201) and all of Gr. 439 to Hookala; Ld. Ct. App. 266; and Lot 2 (Map 1) of Ld. Ct. App. 1280;
22.	124°	15'	152.00	feet along Lot G-5, being a portion of R.P. 4475, L.C.Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201) and all of Gr. 439 to Hookala; Ld. Ct. App. 266; and Lot 2 (Map 1) of Ld. Ct. App. 1280;
23.	92°	45'	322.00	feet along Lot G-5, being a portion of R.P. 4475, L.C.Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201) and all of Gr. 439 to Hookala; Ld. Ct. App. 266; and Lot 2 (Map 1) of Ld. Ct. App. 1280;
24.	136°	49'	396.00	feet along Lot G-5, being a portion of R.P. 4475, L.C.Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201) and all of Gr. 439 to Hookala; Ld. Ct. App. 266; and Lot 2 (Map 1) of Ld. Ct. App. 1280;
25.	100°	00'	195.00	feet along Lot G-5, being a portion of R.P. 4475, L.C.Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201) and all of Gr. 439 to Hookala; Ld. Ct. App. 266; and Lot 2 (Map 1) of Ld. Ct. App. 1280;

26. 217° 30' 164.17 feet along Lot G-5, being a portion of R.P. 4475, L.C.Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201) and all of Gr. 439 to Hookala; Ld. Ct. App. 266; and Lot 2 (Map 1) of Ld. Ct. App. 1280;
27. 252° 45' 374.58 feet along Lot G-5, being a portion of R.P. 4475, L.C.Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201) and all of Gr. 439 to Hookala; Ld. Ct. App. 266; and Lot 2 (Map 1) of Ld. Ct. App. 1280;
28. 207° 30' 507.06 feet along Lot G-5, being a portion of R.P. 4475, L.C.Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201) and all of Gr. 439 to Hookala; Ld. Ct. App. 266; and Lot 2 (Map 1) of Ld. Ct. App. 1280;
29. 110° 15' 755.58 feet along Lot G-5, being a portion of R.P. 4475, L.C.Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201) and all of Gr. 439 to Hookala; Ld. Ct. App. 266; and Lot 2 (Map 1) of Ld. Ct. App. 1280;
30. Thence along Lot G-5, being a portion of R.P. 4475, L.C.Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201) and all of Gr. 439 to Hookala; Ld. Ct. App. 266; and Lot 2 (Map 1) of Ld. Ct. App. 1280, on a curve to the right with a radius of 30.00 feet the chord azimuth and distance being:
- 159° 07' 30" 45.20 feet;
31. 208° 00' 1008.47 feet along Lot G-5, being a portion of R.P. 4475, L.C.Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201) and all of Gr. 439 to Hookala; Ld. Ct. App. 266; and Lot 2 (Map 1) of Ld. Ct. App. 1280;
32. 113° 00' 521.61 feet along Lot G-5, being a portion of R.P. 4475, L.C.Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201) and all of Gr. 439 to Hookala; Ld. Ct. App. 266; and Lot 2 (Map 1) of Ld. Ct. App. 1280;
33. 126° 15' 218.53 feet along Lot G-5, being a portion of R.P. 4475, L.C.Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201) and all of Gr. 439 to Hookala; Ld. Ct. App. 266; and Lot 2 (Map 1) of Ld. Ct. App. 1280;

34. 113° 00' 403.14 feet along Lot G-5, being a portion of R.P. 4475, L.C.Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201) and all of Gr. 439 to Hookala; Ld. Ct. App. 266; and Lot 2 (Map 1) of Ld. Ct. App. 1280;
35. 201° 34' 127.00 feet along Lot G-5, being a portion of R.P. 4475, L.C.Aw. 7713, Ap. 34 to V. Kamamalu (Lot 1, Certificate of Boundaries No. 201) and all of Gr. 439 to Hookala; Ld. Ct. App. 266; and Lot 2 (Map 1) of Ld. Ct. App. 1280, to the point of beginning and containing an area of 127.037 acres, more or less.

BEING THE PREMISES ACQUIRED BY DEED

GRANTOR : WAIALUA LIQUIDATING COMPANY, LIMITED, a Hawaiian corporation, formerly known as WAIALUA AGRICULTURAL COMPANY, LIMITED

GRANTEE : HELEMANO COMPANY, LIMITED, a Hawaiian corporation

DATED : July 5, 1949

RECORDED : Liber 2242 Page 156

**ITEM VII:**

All of that certain parcel of land (being portions of the land described in and covered by Royal Patent Number 4475, Land Commission Award Number 7713, Apana 34 to V. Kamamalu (Certificate of Boundaries No. 201) and all of the land described in and covered by (A) Royal Patent Grant Number 423 to Kahoeka and Kolikoli; (B) Royal Patent Grant Number 424 to Koiniho; (C) Royal Patent Grant Number 425 to Haalou; (D) Royal Patent Number 440 to Haalilo; and (E) Lot 1, Map 1 of Land Court Application 1280) situate, lying and being at Palaa-uka and Kamananui, District of Waialua, City and County of Honolulu, State of Hawaii, being LOT G-1-C, described as follows:

Beginning at the northeast corner of this parcel of land, being also the north corner of Lot G-1-D, being a portion of Royal Patent 4475, Land Commission award 7713, Apana 23 to V. Kamamalu (Certificate of Boundaries No. 201) and all of Grant 439 to Hookala; Lot 2 of Land Court Application 1280 (Map 1); and Land Court Application 266 and along the south side of Kamehameha Highway (F.A.P. DF-802-1(1)), the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU IKI" being 9,752.58 feet north and 15,005.11 feet east and thence running by azimuths measured clockwise from true South:

1. 36° 00' 2,700.66 feet along Lot G-1-D, being a portion of R. P. 4475, L. C. Aw. 7713, Ap. 34 to V. Kamamalu (Certificate of Boundaries No. 201) and all of Grant 439 to Hookala; Lot 2 of Land Court Application 1280 (Map 1); and Land Court Application 266;

2. 10° 02' 20" 5,828.72 feet along Lot G-1-D, being a portion of R. P. 4475, L. C. Aw. 7713, Ap. 34 to V. Kamamalu (Certificate of Boundaries No. 201) and all of Grant 439 to Hookala; Lot 2 of Land Court Application 1280 (Map 1); and Land Court Application 266;

Boundary follows along top of gulch from the next eleven (11) courses, the direct azimuths and distances along said top edge of gulch being:

3. 137° 58' 165.43 feet;

4. 133° 17' 392.71 feet;

5. 121° 19' 29" 35.53 feet;

6. 173° 00' 260.00 feet;

7. 113° 00' 300.00 feet;

8. 23° 00' 110.00 feet;

9. 84° 02' 102.70 feet;

10. 120° 03' 102.22 feet;

11. 130° 40' 990.00 feet;

12. 155° 50' 140.00 feet;

13. 99° 00' 650.00 feet;

14. 139° 04' 142.20 feet;

15. 133° 14' 15" 86.72 feet;

16. 190° 02' 20" 5,801.21 feet along Lot G-1-B, being portions of R. P. 4475, L. C. Aw. 7713, Ap. 34 to V. Kamamalu (Certificate of Boundaries No. 201) and Grant 607 to J. S. Emerson and all of Grant 235, Ap. 2 to J. Topliff and L. Johnson; Grant 238 to John F. Anderson and Franklin Davie; Lots 3 and 4 of Land Court Application 1164 (Map 1); and Lot 3-C of Land Court Application 1193 (Map 3);

17. 216° 00' 2,009.48 feet along Lot G-1-B, being portions of R. P. 4475, L. C. Aw. 7713, Ap. 34 to V. Kamamalu (Certificate of Boundaries No. 201) and Grant 607 to J. S. Emerson and all of Grant 235, Ap. 2 to J. Topliff and L. Johnson; Grant 238 to John F. Anderson and Franklin Davis; Lots 3 and 4 of Land Court

Application 1164 (Map 1); and Lot 3-C of Land Court Application 1193 (Map 3);

- |     |      |     |          |   |
|-----|------|-----|----------|---|
| 18. | 291° | 34' | 2,217.42 | feet along the south side of Kamehameha Highway (F.A.P. DF-82-1(1));  |
| 19. | 21°  | 34' | 5.00     | feet along the south side of Kamehameha Highway (F.A.P. DF-82-1(1));  |
| 20. | 291° | 34' | 400.00   | feet along the south side of Kamehameha Highway (F.A.P. DF-82-1(1));  |
| 21. | 201° | 34' | 5.00     | feet along the south side of Kamehameha Highway (F.A.P. DF-82-1(1));  |
| 22. | 291° | 34' | 593.45   | feet along the south side of Kamehameha Highway (F.A.P. DF-82-1(1)) to the point of beginning and containing an area of 540.99 acres, more or less. |

Said above LOT G-1-C approved by the Department of Planning and Permitting, City and County of Honolulu (File No. 2010/SUB-176, dated June 2, 2011) comprises of the following:

**-ITEM FIRST:-**

All of that certain parcel of land (being portion of the land described in and covered by Royal Patent Number 4475, Land Commission Award Number 7713, Apana 34 to V. Kamamalu (Certificate of Boundaries No. 201)) situate, lying and being at Paalaa-uka, District of Waialua, City and County of Honolulu, State of Hawaii, bearing Tax Key designation (1) 6-4-001-portion 006 and containing an area of 194.32 acres, more or less.

Said above described parcel of land having been acquired by HELEMANO COMPANY, LIMITED, a Hawaiian corporation, by DEED of WAIALUA LIQUIDATING COMPANY, LIMITED, a Hawaiian corporation, formerly known as Waialua Agricultural Company, Limited, dated July 5, 1949, recorded in Liber 2242 at Page 156.

**-Note:-** HELEMANO COMPANY, LIMITED merged with and into CASTLE & COOKE, LIMITED, a Hawaii corporation, as set forth in instrument dated May 29, 1958, recorded in Liber 3435 at Page 260.

The corporate name of CASTLE & COOKE, LIMITED was changed to CASTLE & COOKE, INC. as set forth in instrument dated May 29, 1958, recorded in Liber 3435 at Page 275.

The corporate name of CASTLE & COOKE, INC. was changed to DOLE FOOD COMPANY, INC., a Hawaii corporation, as set forth in instrument dated July 30, 1991, filed as Land Court Order No. 103306, and recorded as Document No. 91-105938.

DOLE FOOD COMPANY, INC., a Hawaii corporation, merged with and into DOLE FOOD COMPANY, INC., a Delaware corporation, as set forth in instrument dated effective as of June 30, 2001, filed as Land Court Document No. 2906619.

Order filed as Land Court Document No. T-9831245 sets forth the conversion of DOLE FOOD COMPANY, INC., a Delaware corporation, to DOLE FOOD COMPANY, INC., a North Carolina corporation, as of September 6, 2016.

**-ITEM SECOND:-**

All of that certain parcel of land (being all of the land described in and covered by Royal Patent Grant Number 423 to Kahoeka and Kolikoli) situate, lying and being at Paukauwila, District of Waialua, City and County of Honolulu, State of Hawaii, bearing Tax Key designation (1) 6-5-005-portion 003 and containing an area of 111.26 acres, more or less.

Said above described parcel of land having been acquired by CASTLE & COOKE, INC., a Hawaii corporation, by DEED of CASTLE & COOKE INVESTMENTS, LIMITED, a Hawaii corporation, dated May 1, 1965, recorded in Liber 5035 at Page 593.

**-Note:-** The corporate name of CASTLE & COOKE, INC. was changed to DOLE FOOD COMPANY, INC., a Hawaii corporation, as set forth in instrument dated July 30, 1991, filed as Land Court Order No. 103306, and recorded as Document No. 91-105938.

DOLE FOOD COMPANY, INC., a Hawaii corporation, merged with and into DOLE FOOD COMPANY, INC., a Delaware corporation, as set forth in instrument dated effective as of June 30, 2001, filed as Land Court Document No. 2906619.

Order filed as Land Court Document No. T-9831245 sets forth the conversion of DOLE FOOD COMPANY, INC., a Delaware corporation, to DOLE FOOD COMPANY, INC., a North Carolina corporation, as of September 6, 2016.

**-ITEM THIRD:-**

All of that certain parcel of land (being all of the land described in and covered by Royal Patent Grant Number 424 to Koiniho) situate, lying and being at Paukauwila, District of Waialua, City and County of Honolulu, State of Hawaii, bearing Tax Key designation (1) 6-5-005-portion 003 and containing an area of 58.80 acres, more or less.

Said above described parcel of land having been acquired by CASTLE & COOKE, INC., a Hawaii corporation, by the following:

1. WARRANTY DEED of JOHN G. WHITAKER and HELEN YOST WHITAKER, husband and wife, and FAITH WHITAKER OLSON (and

husband, Robert A. Olson) dated August 8, 1974, recorded in Liber 13067 at Page 2;

2. WARRANTY DEED of EDWARD C. RIGGS and FRANCES W. RIGGS, husband and wife, dated August 8, 1974, recorded in Liber 13067 at Page 9; and
3. WARRANTY DEED of LEWIS P. BALCH and JULIET W. BALCH, husband and wife, dated August 8, 1974, recorded in Liber 13067 at Page 16.

-Note:- The corporate name of CASTLE & COOKE, INC. was changed to DOLE FOOD COMPANY, INC., a Hawaii corporation, as set forth in instrument dated July 30, 1991, filed as Land Court Document No. 103306, and recorded as Document No. 91-105938.

DOLE FOOD COMPANY, INC., a Hawaii corporation, merged with and into DOLE FOOD COMPANY, INC., a Delaware corporation, as set forth in instrument dated effective as of June 30, 2001, filed as Land Court Document No. 2906619.

Order filed as Land Court Document No. T-9831245 sets forth the conversion of DOLE FOOD COMPANY, INC., a Delaware corporation, to DOLE FOOD COMPANY, INC., a North Carolina corporation, as of September 6, 2016.

-ITEM FOURTH:-

All of that certain parcel of land (being all of the land described in and covered by Royal Patent Grant Number 425 to Haalou) situate, lying and being at Paukauwila, District of Waialua, City and County of Honolulu, State of Hawaii, bearing Tax Key designation (1) 6-5-005-portion 003 and containing an area of 58.80 acres, more or less.

Said above described parcel of land having been acquired by CASTLE & COOKE, INC., a Hawaii corporation, by DEED of JOHN G. WHITAKER, Personal Representative of the Estate of Louise Gulick Whitaker, deceased, dated July 21, 1978, recorded in Liber 13034 at Page 677.

-Note:- The corporate name of CASTLE & COOKE, INC. was changed to DOLE FOOD COMPANY, INC., a Hawaii corporation, as set forth in instrument dated July 30, 1991, filed as Land Court Document No. 103306, and recorded as Document No. 91-105938.

DOLE FOOD COMPANY, INC., a Hawaii corporation, merged with and into DOLE FOOD COMPANY, INC., a Delaware corporation, as set forth in instrument dated effective as of June 30, 2001, filed as Land Court Document No. 2906619.

Order filed as Land Court Document No. T-9831245 sets forth the conversion of DOLE FOOD COMPANY, INC., a Delaware

corporation, to DOLE FOOD COMPANY, INC., a North Carolina corporation, as of September 6, 2016.

**-ITEM FIFTH:-**

All of that certain parcel of land situate at Kamananui, Waialua, District of Waialua, City and County of Honolulu, State of Hawaii, described as follows:

LOT 1, area 57.300 acres, more or less, shown on Map 1, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1280 of Waialua Agricultural Company, Limited.

Being the lands described in Transfer Certificate of Title No. 71,639 issued to DOLE FOOD COMPANY, INC., a Hawaii corporation.

TOGETHER WITH a nonexclusive easement for vehicular and pedestrian ingress and egress and utility purposes, subject to the terms and provisions contained therein, on, over, and across EASEMENT A-1 as described in GRANT OF NONEXCLUSIVE EASEMENT FOR ACCESS AND UTILITY PURPOSES dated September 30, 2011, recorded as Document No. 2011-159692.

-Note:- The above EASEMENT A-1 does not provide contiguous access to a public roadway.

**-ITEM SIXTH:-**

All of that certain parcel of land (being all of the land described in and covered by Royal Patent Grant Number 440 to Haalilo) situate, lying and being at Paukauwila, District of Waialua, City and County of Honolulu, State of Hawaii, bearing Tax Key designation (1) 6-5-005-portion 003 and containing an area of 60.51 acres, more or less.

Said above described parcel of land having been acquired by CASTLE & COOKE, INC., a Hawaii corporation, by DEED of CASTLE & COOKE INVESTMENTS, LIMITED, a Hawaii corporation, dated May 1, 1965, recorded in Liber 5035 at Page 593.

-Note:- The corporate name of CASTLE & COOKE, INC. was changed to DOLE FOOD COMPANY, INC., a Hawaii corporation, as set forth in instrument dated July 30, 1991, filed as Land Court Order No. 103306, and recorded as Document No. 91-105938.

DOLE FOOD COMPANY, INC., a Hawaii corporation, merged with and into DOLE FOOD COMPANY, INC., a Delaware corporation, as set forth in instrument dated effective as of June 30, 2001, filed as Land Court Document No. 2906619.

Order filed as Land Court Document No. T-9831245 sets forth the conversion of DOLE FOOD COMPANY, INC., a Delaware corporation, to DOLE FOOD COMPANY, INC., a North Carolina corporation, as of September 6, 2016.

Note(s)

1. -AS TO ITEM FIFTH:-
  - (A) DOLE FOOD COMPANY, INC., a Hawaii corporation, merged with and into DOLE FOOD COMPANY, INC., a Delaware corporation, as set forth in instrument dated effective as of June 30, 2001, filed as Land Court Document No. 2906619.
  - (B) Order filed as Land Court Document No. T-9831245 sets forth the conversion of DOLE FOOD COMPANY, INC., a Delaware corporation, to DOLE FOOD COMPANY, INC., a North Carolina corporation, as of September 6, 2016.

EXHIBIT G

ASSIGNMENT OF GRANTS OF EASEMENT

LAND COURT

REGULAR SYSTEM

---

AFTER RECORDATION, RETURN BY: MAIL ( ) PICK-UP ( )

Total No. of Pages: \_\_\_\_

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Tax Map Key No.

ASSIGNMENT OF GRANTS OF EASEMENT

This Assignment of Grants of Easement (this "Assignment"), is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between DOLE FOOD COMPANY, INC., a North Carolina corporation, whose address is at 200 S. Tryon Street, Suite 600, Charlotte, North Carolina 28273 ("Assignor"), and STATE OF HAWAII, AGRIBUSINESS DEVELOPMENT CORPORATION, a public body corporate and politic and an instrumentality and agency of the State of Hawaii, whose address is State Office Tower, 235 South Beretania Street, Room 205, Honolulu, Hawaii 96813 ("Assignee");

W I T N E S S E T H:

WHEREAS, Assignor is the holder of easement rights pursuant to those certain instruments set forth in Exhibit A attached hereto and made a part hereof (the "Easement Rights"); and

WHEREAS, Assignor and Assignee are desirous of providing for the assignment of the Easement Rights by Assignor to Assignee and the assumption of the Easement Rights by Assignee;

NOW THEREFORE, in consideration of the premises, and in consideration of the covenants and conditions contained herein, Assignor and Assignee hereby agree as follows:

That Assignor, in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to it paid, and in consideration of the covenants and

agreements of Assignee hereinafter set forth, does hereby assign, transfer, and convey unto Assignee all of Assignor's rights as "Grantee" under those certain instruments set forth in Exhibit A attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns.

AND Assignor further assigns to Assignee any easement rights held by Assignor to access or use portions of the Wahiawa Irrigation System located on any of the parcels identified on Exhibit B attached hereto and made a part hereof.

AND Assignee does hereby promise, covenant and agree to and with the Assignor that, from and after the Effective Date, Assignee will observe and perform all of the obligations of Assignor in the Easement Rights contained and on the part of Assignor to be observed and performed as of the effective date of this Assignment, to the extent permitted by law and appropriations are provided for such purpose, and will hold Assignor harmless from and against any and all obligations, liabilities, claims, accounts and demands (including, without limitation, reasonable attorneys' fees) arising out of Assignee's failure to observe and perform such obligations under the Easement Rights from and after the Effective Date, to the extent permitted by law and appropriations are provided for such purpose.

AND Assignor and Assignee hereby agree that the rights and obligations assigned and assumed hereunder shall inure to the benefit of Assignee and Assignee's successors and assigns.

IT IS MUTUALLY AGREED that the terms "Assignor" and "Assignee", as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine or feminine, the singular or plural number, individuals or corporations, and their and each of their respective heirs, legal representatives, successors and permitted assigns, according to the context thereof, and that if these presents shall be signed by two (2) or more Assignors and/or Assignees, all covenants of such parties shall be and for all purposes deemed to be joint and several.

This Assignment shall be governed by and construed under the laws of the State of Hawaii. Any legal action under this Assignment shall be filed in the Hawaii judicial system only, and the parties hereby unconditionally submit themselves to the jurisdiction of the courts of the State of Hawaii and the United States District Court for the District of Hawaii, and waive the right to assert that such courts are in an inconvenient forum.

The parties acknowledge and agree that the State of Hawaii, including but not limited to the Agribusiness Development Corporation, that the State of Hawaii cannot indemnify the parties, or third parties, pursuant to the Hawaii State Constitution. Accordingly, nothing in this Assignment shall imply that the State of Hawaii will indemnify any Grantors of easement as assigned by this Assignment.

The parties acknowledge that all payments by the State of Hawaii, including but not limited to the Agribusiness Development Corporation, due under this instrument are contingent upon and may not exceed the amount of appropriations available at the time such payments are

due hereunder. Additionally, nothing contained in this instrument shall be interpreted as implying that the State of Hawaii Legislature, will, at any later date, appropriate sufficient funds to meet any deficiencies hereunder. No legal liability on the part of the State of Hawaii for any payment may arise under this instrument until funds are made available to the State of Hawaii, Agribusiness Development Corporation.

This instrument may be executed in several counterparts. In addition, this instrument may contain more than one counterpart of the signature page and this instrument may be executed by the affixing of the signatures of each of the parties to one of such counterpart signature pages and the assembly of such signature pages with this instrument as one document; and all of such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page. 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.

[The remainder of this page is intentionally left blank; the next page is the signature page.]

IN WITNESS WHEREOF, the undersigned Assignor and Assignee have executed this Assignment as of the day and year first above written.

DOLE FOOD COMPANY, INC.,  
a North Carolina corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Assignor

[Signatures continue on the next page.]

STATE OF HAWAII, AGRIBUSINESS  
DEVELOPMENT CORPORATION, a public body  
corporate and politic and an instrumentality and  
agency of the State of Hawaii

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Assignee

APPROVED AS TO FORM

By: \_\_\_\_\_  
Its: Deputy Attorney General

[Signature Page to Assignment of Grants of Easement]

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

\_\_\_\_\_  
(Print or Type Name of Notary)

\_\_\_\_\_  
(Signature of Notary)

Notary Public, State of \_\_\_\_\_  
My Commission Expires:

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

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

\_\_\_\_\_  
(Print or Type Name of Notary)

\_\_\_\_\_  
(Signature of Notary)

Notary Public, State of \_\_\_\_\_  
My Commission Expires:

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

## EXHIBIT A

### DESCRIPTION OF EASEMENT RIGHTS

1. Grant of Nonexclusive Easement for Access and Maintenance dated June 20, 2008, by and between Pioneer Hi-Bred International, Inc., as Grantor, and Dole Food Company, Inc., as Grantee, filed in the Office of Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3761412 and recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2008-100335, affecting real property identified by Tax Map Key Nos. (1) 6-7-002-004por; (1) 6-8-007-001por; and (1) 6-8-007-002por., as amended by Amendment of Grant of Nonexclusive Easement for Access and Maintenance dated September 29, 2008, filed in the Office of Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3799261 and recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2008-161440, affecting real property identified by Tax Map Key Nos. (1) 6-7-002-004por; (1) 6-8-003-043por; (1) 6-8-003-044por; (1) 6-8-007-001por; and (1) 6-8-007-002.
2. Grant of Nonexclusive Easement dated May 25, 2010, by and between Flying R Livestock Co., Ltd., as Grantor, and Dole Food Company, Inc., as Grantee, filed in the Office of Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3966465 and recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2010-072662, affecting real property identified by Tax Map Key Nos. (1) 6-7-003-003; (1) 6-7-003-008; and (1) 6-7-003-019.
3. Grant of Nonexclusive Easement dated September 30, 2011, by and between Pioneer Hi-Bred International, Inc., as Grantor, and Dole Food Company, Inc., as Grantee, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2011-159631, affecting real property identified by Tax Map Key Nos. (1) 6-7-002-036por.
4. Grant of Nonexclusive Easement dated March 9, 2012, by and between Kaukonahua Ho'ala LLC, as Grantor, and Dole Food Company, Inc., as Grantee, filed in the Office of Assistant Registrar of the Land Court of the State of Hawaii as Document No. T-8106083 and recorded in the Bureau of Conveyances of the State of Hawaii as Document No. A-44540187, affecting real property identified by Tax Map Key Nos. (1) 6-5-001-019; (1) 6-5-001-034; (1) 6-5-001-038; and (1) 6-5-001-043.
5. Grant of Road and Utility Easement dated December 19, 2013, by and between Poohala Farms, LLC, as Grantor, and Dole Food Company, Inc., as Grantee, filed in the Office of Assistant Registrar of the Land Court of the State of Hawaii as Document No. T-8761214 and recorded in the Bureau of Conveyances of the State of Hawaii as Document No. A-51090579, affecting real property identified by Tax Map Key No. (1) 6-5-002-003 and (1) 6-5-002-001.
6. Grant of Nonexclusive Easement dated December 27, 2013, by and between Villa Rose LLC, as Grantor, and Dole Food Company, Inc., as Grantee, filed in the Office of Assistant Registrar of the Land Court of the State of Hawaii as Document No. T-8761218 and recorded in the Bureau of Conveyances of the State of Hawaii as Document No. A-51090581, affecting real property identified by Tax Map Key No. (1) 6-5-002-003.

7. Grant of Nonexclusive Easement dated February 18, 2016, by and between the State of Hawaii, by and through the Agribusiness Development Corporation, as Grantor, and Dole Food Company, Inc. as Grantee, filed in the Office of Assistant Registrar of the Land Court of the State of Hawaii as Document No. T-9544136, affecting real property identified by Tax Map Key No. (1) 6-5-002-001.
8. Grant of Nonexclusive Easement dated March 22, 2017, by and between Kaukonahua Ranch LLC, as Grantor, and Dole Food Company, Inc., as Grantee, filed in the Office of Assistant Registrar of the Land Court of the State of Hawaii as Document No. T-9942017 and recorded in the Bureau of Conveyances of the State of Hawaii as Document No. A-62900113, affecting real property identified by Tax Map Key Nos. (1) 6-7-004-001; (1) 6-7-004-004; (1) 6-7-003-002; (1) 6-7-003-006; and (1) 6-7-003-007.
9. Grant of Nonexclusive Easement dated July 14, 2017, by and between the State of Hawaii, Agribusiness Development Corporation, as Grantor, and Dole Food Company, Inc., as Grantee, filed in the Office of Assistant Registrar of the Land Court of the State of Hawaii as Document No. T-10066052 and recorded in the Bureau of Conveyances of the State of Hawaii as Document No. A-64040237, affecting real property identified by Tax Map Key Nos. (1) 6-4-003-016 and (1) 6-5-001-046.
10. Grant of Nonexclusive Easement dated May 11, 2020, by and between Scott Laulani Ing and Ruth Marie Gerrity, as Grantor, and Dole Food Company, Inc., as Grantee, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. A-74360313, affecting real property identified by Tax Map Key No. (1) 6-5-001-014.
11. Grant of Nonexclusive Easement dated December 28, 2018, by and between Pomai’kai Partners, LLC, as Grantor, and Dole Food Company, Inc., as Grantee, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. A-69360569, affecting real property identified by Tax Map Key No. (1) 6-4-001-001.
12. Grant of Nonexclusive Easement dated March 9, 2012, by and between Kaukonahua Ho’ola, LLC, as Grantor, and Dole Food Company, Inc., as Grantee, filed in the Office of Assistant Registrar of the Land Court of the State of Hawaii as Document No. T-8106083 and recorded in the Bureau of Conveyances of the State of Hawaii as Document No. A-44540187, affecting real property identified by Tax Map Key Nos. (1) 6-5-001-050 and (1) 6-5-001-051.
13. Commissioner’s Deed dated January 3, 1991, by and between George A. Henrickson, as Commissioner, as Grantor, and Charles Huang, Chun-Foo Huang, Long-Tong Huang, and King-Long Yu, as Grantee, reserving in favor of Castle & Cooke Inc. a non-exclusive easement right, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 81-002030, affecting real property identified by Tax Map Key No. (1) 6-5-001-021.
14. Exchange Deed dated September 27 1985, by and between Castle & Cooke, Inc., as Grantor, and Bishop Trust Company, Limited, as Grantee, reserving in favor of Castle & Cooke Inc. nonexclusive perpetual easements, filed in the Office of Assistant Registrar of the Land Court of the State of Hawaii as Document No. 1326530 and recorded in the

Bureau of Conveyances of the State of Hawaii as Liber 18986 Page 328, affecting real property identified by Tax Map Key Nos. (1) 6-5-001-020 and (1) 6-5-001-039.

15. Commissioner's Deed dated September 17, 1990, by and between George A. Henrickson, as Commissioner, as Grantor, and Poamoho Venture L. P., as Grantee, reserving in favor of Castle & Cooke Inc. exclusive and non-exclusive easement rights, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 90-144828, affecting real property identified by Tax Map Key No. (1) 6-5-001-028.

EXHIBIT B

<b>TMK Description</b>	<b>Area</b>
1. (1) 6-4-002-001	3,385.6610 (acres)
2. (1) 6-5-001-010	31.4000 (acres)
3. (1) 6-5-001-033	3.2800 (acres)
4. (1) 6-5-001-042	57.5560 (acres)
5. (1) 6-5-001-047	111.5100 (acres)
6. (1) 7-1-012-002	5.6880 (acres)
7. (1) 7-1-012-008	32.1690 (acres)
8. (1) 7-3-012-014	1.4652 (acres)
9. (1) 7-3-013-004	1.0597 (acres)

EXHIBIT H

ASSIGNMENT AND ASSUMPTION OF LICENSES

THIS INDENTURE, executed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by and between DOLE FOOD COMPANY, INC., a North Carolina corporation, whose address is 200 S. Tryon Street, Suite 600, Charlotte, North Carolina 28273 ("**Assignor**"), and STATE OF HAWAII, by its BOARD OF LAND AND NATURAL RESOURCES, whose address is at 1151 Punchbowl Street, Room \_\_\_\_, Honolulu, Hawaii 96813 ("**Assignee**");

W I T N E S S E T H:

That the Assignor, in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to it paid, and in consideration of the covenants and agreements of the Assignee hereinafter set forth, does hereby sell, assign, transfer, set over and deliver unto the Assignee:

All of the right, title and interest of the Assignor as licensor in and under those certain Licenses (collectively, the "**Licenses**") more particularly described in **Exhibit "A"** attached hereto and hereby made a part hereof for all purposes, in and to all security deposits and other deposits held by Assignor with respect to said Licenses, and in and to any guarantees executed in connection with said Licenses. All License payments, prepayments, and other fees or charges, and all security deposits paid by the licensees under such Licenses, if any, for the period of time after the date hereof shall be adjusted, prorated, credited and/or refunded, as the case may be, between Assignor and Assignee as of the date hereof.

TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns, together with the rents, issues, profits, revenues and benefits of and from said Licenses arising or accruing after the date hereof, together with the right to enforce the covenants of said Licenses.

AND THE ASSIGNOR hereby agrees to indemnify and hold the Assignee harmless from and against any and all obligations, liabilities, claims, accounts and demands (including, without limitation, reasonable attorneys' fees) arising out of the Assignor's failure to observe and perform the covenants in said Licenses required to be observed and performed by the licensor named therein prior to the date hereof.

AND THE ASSIGNEE does hereby promise, covenant and agree to and with the Assignor that the Assignee will observe and perform all of the covenants in said Licenses contained and on the part of the licensor therein named to be observed and performed from and after the date hereof and hold Assignor harmless from and against any and all obligations, liabilities, claims, accounts and demands (including, without limitation, reasonable attorneys' fees) arising out of Assignee's failure to observe and perform such covenants under said Licenses from and after the date hereof, to the extent permitted by law.

This Assignment may be executed in several counterparts. In addition, this Assignment may contain more than one counterpart of the signature page and this Assignment may be executed by the affixing of the signatures of each of the parties to one of such counterpart signature pages and the assembly of such signature pages with this Assignment as one document; and all of such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page. For all purposes, including, without limitation, recordation, filing and delivery of this Assignment, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

IT IS MUTUALLY AGREED that the term "Assignor" and "Assignee", as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine or feminine, the singular or plural number, individuals or corporations, and their and each of their respective heirs, legal representatives, successors and permitted assigns, according to the context thereof, and that if these presents shall be signed by two (2) or more Assignors and/or Assignees, all covenants of such parties shall be and for all purposes deemed to be joint and several.

- The remainder of this page is intentionally left blank; the next page is the signature page -

IN WITNESS WHEREOF, the parties have executed these presents as of the day and year first above written.

DOLE FOOD COMPANY, INC.,  
a North Carolina corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Assignor

STATE OF HAWAII

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Assignee

EXHIBIT A

DESCRIPTION OF LICENSES

1. Unrecorded License Agreement dated \_\_\_\_\_, 2026, by and between Dole Food Company Inc., a Delaware corporation, as Licensor, and Darnelle Travis, as Licensee, affecting real property identified by Tax Map Key No. (1) 7-3-007-001por.
  
2. Unrecorded License Agreement dated February 24, 2026, by and between Dole Food Company Inc., a Delaware corporation, as Licensor, and Island Power Hawaii, as Licensee, affecting real property identified by Tax Map Key No. 7-4-001-003por.

EXHIBIT I

PRELIMINARY TITLE REPORTS

BLNR PARCELS:

<u>Title Order No.</u>	<u>Date</u>	<u>TMKs Covered</u>
7311444056R	6/19/24	(1) 7-3-006-023
7311444056P	5/13/24	(1) 7-4-012-001
7311444056Q	5/14/24	(1) 7-3-007-001
7311444056J	5/9/24	(1) 7-3-011-006
7311444056L	5/10/24	(1) 7-3-010-003
7311444056I	5/9/24	(1) 7-3-011-003
7311444056H	5/9/24	(1) 7-3-012-006
7311444056N	5/10/24	(1) 7-3-001-019
7311444056T	5/13/24	(1) 7-3-001-003
7311444056K	5/9/24	(1) 7-3-011-007
7311444056O	5/10/24	(1) 7-4-001-003
7311444056M	5/10/24	(1) 7-3-008-001

ADC PARCELS:

<u>Title Order No.</u>	<u>Date</u>	<u>TMKs Covered</u>
7311444056S	6/19/24	(1) 7-3-005-005
7311444056G	5/14/24	(1) 7-3-012-002
7311444056F	5/10/24	(1) 7-3-013-003

**CORPORATE AUTHORIZATION TO PURCHASE**

WHEREAS, the State of Hawai'i, through its Agribusiness Development Corporation (Corporation), desires to support and promote the conservation and efficient delivery of water, such being prerequisite to a sustainable farming system; and

WHEREAS, the Corporation has determined that certain real property, identified as Tax Map Key Nos. (1) 7 3-005:005; (1) 7-3-013:003; (1) 7-3 012:002, and various easements (collectively, "the Property"), will enhance its objectives and will support agriculture on the island of O'ahu.

NOW, THEREFOR, the Corporation has approved of the purchase of the Property on the terms and subject to the conditions set forth in that certain Wahiawa Irrigation System Transfer Agreement dated \_\_\_\_\_, pursuant to Hawai'i Revised Statutes, Chapter 163D, and Act 218, SLH 2023.

I hereby certify that I am the Executive Director of the Agribusiness Development Corporation, a public body corporate and politic and an instrumentality of the State of Hawai'i; that the Board of Directors of the Corporation approved the purchase of the Property at a regular board meeting held on June 18, 2026 at which meeting a quorum was at all times present and acting; and that the approval of the purchase of the Property is now in full force and effect.

I further certify that I am authorized to execute all documents, consents, and affidavits reasonably necessary to affect the valid consummation of the transaction on behalf of this Corporation.

IN WITNESS THEREOF, I have affixed my name as Executive Director of the Corporation.

By: \_\_\_\_\_  
Wendy L. Gady  
Its: Executive Director  
Date: \_\_\_\_\_

STATE OF HAWAII  
**AGRIBUSINESS DEVELOPMENT  
CORPORATION**

STAFF SUBMITTAL TO THE BOARD OF DIRECTORS  
June 18, 2026

**Subject:** Request to approve the final terms, and authorize the execution, of that certain Purchase and Sale Agreement between Agribusiness Development Corporation and Yi-Sun Chiu Trust and 656 Kilani LLC. for approximately 1.5 gross acres, more or less, of land, situated at Wahiawā, District of Wahiawā, City and County of Honolulu, State of Hawai‘i, Tax Map Key Nos. (4) 7-4-005:032; :018.

**Applicant:** Agribusiness Development Corporation (ADC)

**Authority:** Section 163D-4(a)(6), Hawai‘i Revised Statutes (HRS)

**Area:** 1.5 gross acres, more or less

**Tax Map Key:** (1)7-4-005:032; :018 (Property)

**Land Status:** Held in fee by Yi-Sun Chiu Trust and 656 Kilani LLC (Seller); marketed for sale.

**Trust Land Status<sup>1</sup>:** Section \_\_\_ lands of the Hawaii Admission Act  
Yes  No   
Formerly cultivated sugarcane lands pursuant to Article XII of the Hawai‘i State Constitution? Yes  No

**Zoning:** SLUD: Urban  
CZO: B-2, R-5

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<sup>1</sup> Final trust status to be determined pending completion of due diligence.

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June 18, 2026

**BACKGROUND:**

Act 250, 2025 Haw. Sess. Laws 81 appropriated funding to the Agribusiness Development Corporation for the purchase of certain real property in Wahiawā, City and County of Honolulu, State of Hawai‘i, for possible future use as a commercial egg-cracking facility. At its meeting on October 16, 2026, the ADC Board of Directors (Board) authorized the Executive Director to do all things necessary to facilitate the acquisition of the fee-simple interest of the Property. Since then, Seller and ADC have negotiated and reached agreement on a final Purchase and Sale Agreement (PSA) (exhibit “A”).

The Board previously considered a request to approve a draft version of the PSA at the special board meeting held on May 29, 2026, however Board members expressed concerns about what pre-diligence work had been completed to-date, as well as concerns about approving a draft version of the PSA. The request was deferred pending a response to those concerns.

**REQUEST:**

That the Board approve the final terms, and authorize the execution, of that certain final Purchase and Sale Agreement between ADC and Buyer for approximately 1.5 gross acres, more or less, of land situated at Wahiawā, District of Wahiawā, City and County of Honolulu, State of Hawai‘i, Tax Map Key Nos. (4) 7-4-005:032; :018. (Request)

**DUE DILIGENCE:**

ADC’s formal diligence of the Property, including title review, environmental site assessment, survey work, and miscellaneous other diligence requests will commence once the PSA is executed by the parties. An environmental consultant has already been selected and is on standby to begin once the PSA is executed, and procurement is ongoing for survey services to confirm Property points and boundary, as well as conduct an encroachment review.

**CHAPTER 343 – ENVIRONMENTAL ASSESSMENT COMPLIANCE:**

Under section 343-5(a), HRS, an environmental assessment shall be required for actions, that propose, among other things, the “(1) use of state land or county lands, or the use of state or county funds[.]” This action involves the use of state funds and is subject to the requirements of the chapter. However, the action is de minimis and therefore exempt from the preparation of an environmental assessment under §11-200.1-15(c)(8), Hawai‘i Administrative Rules (HAR), “Continuing administrative activities.”

**PUBLIC TRUST:**

N/A

**REMARKS & DISCUSSION:**

A Phase 1 Environmental Site Assessment conducted by Trileaf Corporation in 2021 (exhibit “B”) (2021 ESA) did not include any Recognized Environmental Conditions that necessitated a Phase 2 ESA. However, out of an abundance of caution, as 2021 ESA was conducted nearly 5 years ago, staff have procured services for an updated Phase 1 ESA. A Phase 2 ESA will be conducted, if necessary.

*Request to approve the final terms, and authorize the execution, of that certain Purchase and Sale Agreement between Agribusiness Development Corporation and Yi-Sun Chiu Trust and 656 Kilani LLC. for approximately 1.5 gross acres, more or less, of land, situated at Wahiawā, District of Wahiawā, City and County of Honolulu, State of Hawai‘i, Tax Map Key Nos. (4) 7-4-005:032; :018.*

June 18, 2026

Board members previously expressed concerns about what pre-diligence work had been completed to determine that the Property was suitable for an egg-cracking facility. Pre-diligence materials are included in this submission as Exhibit “C.” Staff notes further that the provision of funding for this purchase as approved by the legislature and signed into law by the Governor represents a statement of intent and priority by the State of Hawai‘i. However, it is possible that the formal diligence of the property could reveal that the site may be unacceptable for an egg-cracking facility, in which case an evaluation would need to be made whether or not the site could be used for an alternative purpose, such as agricultural workforce housing, or to swap with another department or agency. The diligence process could also reveal liabilities that may be unacceptable to the State. These are issues that the formal due diligence process is intended to flesh-out. A staff report of the diligence findings will be made to the Board, along with staff recommendation regarding the purchase at the conclusion of the due diligence period.

RECOMMENDATION(S):

Based on the foregoing, it is recommended that the Board:

1. Approve the Request, subject to the following conditions:
  - a. Staff will present diligence findings to the Board prior to seeking final approval to complete and close the acquisition, as may be appropriate.
2. Declare that pursuant to §11-200.1-15(c)(8), HAR, the Request is de minimis and is therefore exempt from the preparation of an environmental assessment.

Respectfully Submitted,

*Lyle Roe*

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Asset Manager

*Approved for Submission:*

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Wendy Gady  
Executive Director

Attachment(s):

- |           |   |
|-----------|---|
| Exhibit A | Purchase and Sale Agreement (final)   |
| Exhibit B | Phase 1 Environmental Site Assessment Report dated June 28, 2021  |
| Exhibit C | Pre-diligence materials responsive to board member concerns expressed at the May 29, 2026 special meeting of the Board. |

PURCHASE AND  
SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) is made on and effective the day of , 2026 (the “Effective Date”), by and between YI-SUN CHIU TRUST, Self-Trusteed Trust Agreement of Yi-Sun Chiu, dated February 8, 2023, and 656 KILANI LLC, a Hawaii limited liability company (jointly the "Seller"), and STATE OF HAWAII, AGRIBUSINESS DEVELOPMENT CORPORATION, a public body corporate and politic and an instrumentality of the State of Hawaii ("Buyer").

1. Purchase and Sale.

Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell and convey or assign (as applicable) to Buyer, and Buyer hereby agrees to purchase or assume (as applicable) from Seller (the “Sale”), the property described in this Section 1 (collectively the “Property”).

1.1 Real property. All of the fee simple land located at 1) 650 Kilani Avenue, Wahiawa, Hawaii, 96786 and further designated as Tax Map Key No. (1) 7-4-005:032; and 2) 656 Kilani Avenue, Wahiawa, Hawaii 96786 and further designated as Tax Map Key No. (1) 7-4-005:018, all as further described in Exhibit A attached hereto (collectively, the “Real Property”).

1.2 Improvements. All buildings and other improvements (the “Improvements”) located on the Real Property as of the date of the Effective Date including, but not limited to, surface parking.

1.3 Contracts. All Contracts (hereinafter defined) to the extent approved by Buyer and assignable.

1.4 Fixtures. All attached fixtures, if any, owned by Seller and located on or about the Real Property and the Improvements shall remain at the property at closing.

2. Purchase Price and Terms. The purchase price for the Property (the "Purchase Price") shall be FOUR MILLION SIX HUNDRED EIGHTY THOUSAND DOLLARS (\$4,680,000.00) U.S. Dollars..

2.1 Purchase Price. Purchase price for the Property in U.S. Dollars shall be paid as follows:

Ten per cent (10%) of the Purchase Price will serve as the Initial Deposit and shall be paid to Escrow, hereinafter defined, within 20 business days after the execution of the Agreement.

The remaining amount of the Price shall be paid into Escrow pursuant to Section 6, below.

The parties have fully negotiated the Purchase Price and agree that it is fair, adequate and sufficient consideration for this purchase.

### 3. Due Diligence

3.1 Buyer's Due Diligence. Buyer shall have a period of sixty (60) days from the Effective Date, to review and approve all aspects of the Property (the "Approval Period"), at the sole cost and expense of the Buyer. The Approval Period may be extended by thirty (30) days (or such other period) by mutual written agreement of Buyer and Seller (the "Extended Approval Period" and if so, extended the Approval Period shall include the Extended Approval Period), prior to the expiration of the Approval Period. If Buyer is not satisfied in its sole discretion with its due diligence investigations of the Property, Buyer may terminate this Agreement by giving written notice (the "Termination Notice") thereof to Seller on or before the expiration of the Approval Period. If Buyer is satisfied with the due diligence investigation, it shall notify Seller by giving written notice (the "Diligence Notice") on or before the expiration of the Approval Period. Failure to give a Termination Notice or Diligence Notice prior to the expiration of the Approval Period shall be deemed a rejection of the Property.

(a) Inspection. Without limiting the generality of the foregoing, Buyer shall have the right to make or cause to be made all inspections, investigations and analyses deemed necessary or appropriate and to review all aspects of the property Buyer deems necessary, including but not limited to, compliance by the Property with all health and environmental laws and regulations (meaning any and all present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises and similar items of all governmental legislative bodies, agencies, authorities, departments, commissions, boards, bureaus, or instrumentalities of the United States, the State of Hawaii or any other state or any political subdivisions thereof, and all applicable judicial, administrative, and regulatory decrees, judgments and orders in any way relating to the protection, administration, governance or other regulation of human health or safety, natural resources or the environment) ("Environmental Evaluation"). Buyer shall have the right to commence Buyer's physical inspection of the Property immediately after the Effective Date upon twenty-four (24) hours prior written notice to Seller. Buyer's physical inspection of the Property shall be conducted during normal business hours at times mutually acceptable to Buyer and Seller. Inspection of any occupied interior units shall require seven (7) days written notice to Seller so that Seller may give six (6) days written notice to the tenants. No invasive testing or boring shall be done without the prior notification of Seller and Seller's written consent, which shall not be unreasonably withheld.

(b) Scope. Seller shall provide Buyer with adequate opportunity to make such surveys, tests, studies, and inspections of the Property as Buyer has, in Buyer's discretion, deemed necessary or advisable as a condition precedent to Buyer's purchase of the Property and to determine the physical, environmental and land use characteristics of the Property and its suitability for Buyer's intended use. All such surveys, tests, studies and inspections shall be at the sole cost and expense of Buyer. In addition to any surveys, tests, studies, and inspections of the Property as Buyer shall require, Buyer's inspection shall include, without limitation, a

complete and satisfactory physical review of the Property and its structural, plumbing and electrical systems, and other physical components by Buyer's architectural and engineering staff and/or Buyer's designated third-party consultants. Buyer shall provide Seller with Copies of any environmental reports commissioned by Buyer at no expense to Seller as permitted by law.

(c) Due Diligence Items. Seller has, or will within ten (10) days of the Effective Date, make the following due diligence items (the "Due Diligence Items") available to Buyer which shall review such Due Diligence Items for approval within the Approval Period:

- i. Copies of all current executory contracts entered into by Seller pertaining to or involving the Property, but expressly excluding all executory contracts for the provision of services to Seller in connection with the Property (the "Contracts");
- ii. Copies of all current leases, licenses, or interests of land entered into by Seller pertaining to or involving the Property ("Leases");
- iii. A rent roll (the "Rent Roll") which contains an accurate and complete list of all presently effective Leases and listing of each tenant, the monthly base rent payable, lease expiration date, refundable security deposit and any other refundable deposits or prepaid rent by such tenant, reflecting any rent due at the time the Rent Roll is prepared; provided, however, Buyer shall comply with any Federal or State requirements, including Hawaii Revised Statutes chapters 92 and 92F, to maintain the privacy requirements of Tenants' personal and financial information contained on the Rent Roll;
- iv. A copy of any Environmental Reports on the Property;
- v. Copies of all warranties relating to construction and maintenance of the Property as are in Seller's possession; and
- vi. All documents, reports, and other materials and information pertaining to the Property, which are in Seller's possession or control.

(d) Confidential Information. All information provided by Seller to Buyer or obtained by buyer relating to the Property in the course of Buyer's review, including, without limitation, any Due Diligence Items, or environmental assessment or audit (collectively, the "Reports") shall be treated as confidential information by Buyer and Buyer shall instruct all of its employees, agents, representatives, and contractors as to the information's confidentiality, to the extent such information can be treated as confidential by Buyer pursuant to law.

(e) Survey. Seller shall, within five (5) days following the Effective Date, deliver to Buyer the Topographic Survey Map, Dated June 4, 2019, and prepared by Galang Land Survey and Mapping, Inc. Buyer may, at its option and its expense, procure an updated boundary survey with encroachment review of the Property (the "Survey").

(f) Title Commitment. Within ten (10) days following the Effective Date, Buyer shall obtain from Title Company at its expense, a title commitment or report (the "Title Commitment") to issue an Owner's Policy of Title Insurance in the policy form and amount and such endorsements as Buyer may designate, including Buyer's Objections (as defined below) (the "Title Policy") insuring Buyer's title to the Property to be good and indefeasible as of the Closing, subject to only the Permitted Encumbrances. A copy of the Title Commitment and legible copies of each of the documents of record reflected therein shall be furnished to the attorneys for Buyer and Seller at the respective addresses set forth in section 9.1 hereof.

(f) Buyer's Objections. Within ten (10) business days of receipt of (1) the Survey, and (2) the Title Commitment, Buyer shall identify (a) any matter on the Survey affecting the Property that is unacceptable to Buyer, or (b) any exceptions that appear in the Title Commitment that are unacceptable to Buyer, and notify Seller in writing of such facts and the reasons therefor ("Buyer's Objections"). Buyer's Objections will specify the required policy form of the Title Policy and any endorsements to the Title Policy required by Buyer (collectively, the "Endorsements"). Within five (5) business days of receipt of Buyer's Objections, Seller shall give Buyer notice (the "Initial Response Notice") identifying any exceptions that seller will cause to be removed prior to Closing. Notwithstanding the expiration of the Approval Period, Buyer shall then have ten (10) business days from receipt of the Initial Response Notice to either (i) terminate this Agreement by written notice to Seller or (ii) waive its prior notice as to the Buyer Objections which Seller has elected not to cure, in which such event such exceptions shall be deemed Permitted Encumbrances. The title exceptions that Buyer approves or is deemed to have approved pursuant to the foregoing provisions of this paragraph are herein called "Permitted Encumbrances."

(g) Seller's Response. Seller shall not be required to expend any money or bring any action or proceeding or do any other thing in order to cure any of Buyer's Objections, except that Seller shall convey the Real Property to Buyer free and clear of any Seller Lien(s) recorded against the Real Property. If Seller thereafter determines in good faith that it is unable to cure any title exception identified in the Initial Response Notice, Seller shall promptly give notice thereof to Buyer (the "Subsequent Response Notice"). Notwithstanding the expiration of the Approval Period, Buyer may, as its exclusive remedy, elect by written notice given to Seller within five (5) business days of receipt of a Subsequent Response Notice, either (a) to accept such title subject to the matters set forth in Seller's Subsequent Response Notice, without any reduction or abatement of the Purchase Price, or (b) to terminate this Agreement.

#### 4. Escrow.

4.1 Opening of Escrow. Upon the execution of this Agreement by Buyer and Seller, and the acceptance of this Agreement by Title Guaranty of Hawaii (the "Title Company" or "Escrow Holder"), in writing, this Agreement shall constitute the joint escrow instructions of Buyer and Seller to Escrow Holder to open an escrow, if not already opened, (the "Escrow") for the consummation of the sale of the Property to Buyer pursuant to the terms of this Agreement. Upon Escrow Holder's written acceptance of this Agreement, Escrow Holder is authorized to act in accordance with the terms of this Agreement. Prior to the Closing Date, Seller and Buyer each shall give appropriate joint written escrow instructions, consistent with this Agreement, to

the Title Company for the closing (as hereinafter defined) in accordance with this Agreement and upon giving such instructions such party need not be physically present at the Closing.

4.2 Closing Payment. The Buyer shall use commercially reasonable efforts to cause the Purchase Price to be delivered to Escrow at least two (2) Business Days before closing, including Buyer's share of closing costs pursuant to Section 6.

4.3 Escrow Holder. Escrow Holder is not to be held liable for the sufficiency or correctness as to form, manner of execution or validity of any instruments deposited with Escrow Holder, as to the identity, authority or rights of any person executing the same, nor for any failure to comply with any of the provisions of any agreement, contract or other instrument referred to in this Agreement. Escrow Holder's duties hereunder shall be limited to the safekeeping of any documents or monies received by it as Escrow Holder and for the disposition of the same in accordance with the written instructions of the parties hereto.

## 5. Representations and Warranties.

5.1 Buyer's Representations and Warranties. Buyer hereby represents and warrants the following to Seller, all of which shall be true as of the date hereof and as of the Closing Date and, except as otherwise expressly provided in this Agreement, shall survive the close of Escrow and conveyance of title to the Property hereunder:

(a) Buyer has the legal power, right and authority to enter into this Agreement and the instruments and documents referenced herein, and to consummate the transactions contemplated hereby. The individuals executing this Agreement and the instruments referenced herein on behalf of Buyer have the power, right and authority to bind Buyer.

(b) All requisite action has been taken by Buyer and all requisite consents have been obtained in connection with the entering into of this Agreement.

(c) This Agreement is, and all agreements, instruments and documents to be executed by Buyer provided in this Agreement shall be duly executed by and are, or shall be, valid and legally binding upon Buyer and enforceable in accordance with their respective terms.

(d) Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby shall result in a breach of or constitute a default under any agreement, document, instrument or any other obligation to which Buyer is a party or to which Buyer may be bound or affected or under any law, statute, ordinance, rule, governmental regulation or any writ, injunction, order or decree of any court or governmental body, applicable to Buyer.

(e) Buyer is familiar with the Property it is purchasing and has made or by the end of the Due Diligence Period will have made such independent investigation of all physical and economic aspects of the Property and all inspections and investigations of the Property as it deems necessary or appropriate including, without limitation, Buyer's Environmental Evaluation as set forth in Section 3 hereof. In this regard, except as set forth in Section 5, Seller has not

made any representation or warranty, express or implied, regarding any aspect of the Property (including any tangible personal property included therein) including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, suitability, habitability, quality, physical or operating condition, legal access, economic feasibility, value, or availability of suitable access and utilities. Buyer hereby releases, acquits and discharges Seller of and from, and hereby waives, any and all claims, actions, causes of action, suits, proceedings, demands, rights, damages, costs, expenses or other compensation whatsoever, whether known or unknown, foreseeable or unforeseeable, that Buyer now has or may have or which may arise in the future, arising out of or in any way connected with any of the condition or aspect of the Property, however and whenever occurring. Buyer is relying solely upon its own inspection, investigation and analysis and is acquiring the Property "AS IS, WITH ALL FAULTS," in its present state and condition. This Section shall survive the Closing and delivery and recordation of the Deed.

(f) Buyer at its own expense shall investigate and confirm whether the Property has sufficient access for vehicular, utility and any other purpose desired by Buyer.

(g) Above-ground or below-ground irrigation lines may run through the Property. If so, Seller at its option may cut and cap such lines at the Property borders and abandon such lines in place.

(h) Upon Seller's receipt of notification of any material fact that could adversely change any of Buyer's representations or warranties contained in this Section 4.1, Seller may, at Seller's option (a) waive the breach that would be caused by such change, (b) agree with Buyer to adjust the terms of this Agreement to compensate Seller for such change, or (c) terminate this Agreement for breach of Buyer's representations and warranties, and any escrow cancellation fees will be paid by Buyer.

(i) Buyer agrees to deliver to Seller any documents reasonably requested by Seller evidencing that Buyer has the power and authority to enter into this Agreement and to consummate the transactions hereunder.

5.2 Seller's Representations and Warranties. Seller hereby represents and warrants the following to Buyer, all of which shall be true as of the date hereof and as of the Closing Date:

(a) Seller has the legal power, right and authority to enter into this Agreement and the instruments and documents referenced herein, and to consummate the transactions contemplated hereby. Seller is duly organized, validly existing and in good standing under the laws of the State of its formation.

(b) All requisite action has been taken by Seller and all requisite consents have been or will be obtained in connection with the entering into of this Agreement and the instruments and documents referenced herein, and the consummation of the transactions contemplated hereby.

(c) This Agreement is, and all agreements, instruments and documents to be executed by Seller provided in this Agreement shall be duly executed by and are, or shall be, valid and legally binding upon Seller and enforceable in accordance with their respective terms.

(d) Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby shall result in a breach of or constitute a default under any agreement, document, instrument, or other obligation to which Seller is a party or by which Seller may be bound or under any law, statute, ordinance, rule, governmental regulation or any writ, injunction, order or decree of any court or governmental body, applicable to Seller or to the Property.

(e) Seller is not a foreign person for purposes of the withholding provisions of Section 1445 of the Internal Revenue Code of 1986 as amended.

(f) Seller is not a nonresident person for purposes of the withholding provisions of HRS Section 235-68, as amended.

(g) To Seller's knowledge, the due diligence materials delivered to Buyer are true and correct copies of all such materials.

(h) From the date of this Agreement to the Closing Date, Seller will not, without the prior written consent of Buyer, make any leases, contracts, options, or agreements affecting the Property that would in any manner impede Seller's ability to perform hereunder and deliver title as agreed herein.

(i) Except as disclosed by Seller in writing, Seller has not received any notice of pending or threatened litigation or other legal proceeding which, if adversely determined, might (i) prevent, restrain, delay, make illegal, or otherwise interfere with the consummation of any of the transactions herein described, (ii) detrimentally and materially affect the value, ownership, use, or operation of the Property following the Closing or (iii) result in a lien or encumbrance on all or part of the Property.

(j) Except as disclosed by Seller in writing, Seller has not received any notice from any governmental authority of any pending or threatened condemnation or eminent domain proceeding affecting the Property, and Seller has not received any written notice of any condemnation, environmental, or zoning proceedings instituted or planned to be instituted that would affect the Property. Seller shall notify Buyer promptly of any such proceedings or litigation of which Seller becomes aware.

(k) To Seller's knowledge, no attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, or other proceedings are pending or threatened against Seller, nor are any such proceedings contemplated or initiated by Seller.

(l) Seller has not received written notice of a violation of federal, state and municipal laws, ordinances, rules and regulations, including, but not limited to zoning and

building codes, rules or regulations, fire codes, rules or regulations and environmental laws, rules and regulations (including, but not limited to, those laws, rules and regulations related to wetlands protection) regarding the Property.

(m) All risk of loss will remain with Seller until the Closing Date. If the Property is destroyed or damaged after the date of this Agreement and before the Closing Date, then Buyer or Seller may, at their option elect to terminate this Agreement with no damages accountable to Buyer.

(n) Seller is not entering into the transactions described in this Agreement with intent to defraud any creditor or to prefer the rights of one creditor over any other. Seller and Buyer have negotiated this Agreement at arm's length and the consideration paid represents fair value for the Property.

All representations and warranties of Seller contained herein shall survive the execution and delivery of this Agreement, the Assignment and the Closing for a period of six (6) months from the Closing, and any claim for breach thereof must be filed, if at all, within such six (6) month period. The aggregate liability of Seller with respect to all claims made by Buyer under this Section 5.2 of the Agreement shall be the lesser of actual damages or \$100,000.00

5.3 Condition of the Property. Buyer acknowledges that Buyer has inspected and investigated the Property (or prior to the Closing will have inspected and investigated the Property) and has entered into this Agreement based upon such investigation and inspection and Buyer's right to conduct the inspection and investigation. Except as expressly provided in this Agreement or any other documents or instruments delivered to Buyer at Closing, and the warranties set forth in the Deed (as hereinafter defined), Buyer acknowledges that it is relying solely on its own investigation and inspection of the Property and not on any information provided for or on behalf of Seller with respect to the physical condition of the Property or its zoning, use, operation, income, or compliance with laws (collectively the "Documents and Materials"), and Buyer acknowledges that Seller has provided the Documents and Materials on the express condition that Buyer make an independent verification of the accuracy of the information contained in the Documents and Materials. Except as expressly provided in this Agreement or any documents or instruments delivered to Buyer at Closing, the sale of the Property is made on an "As Is, "Where Is" and "With all Faults" basis as allowed by law and Buyer expressly acknowledges that, in consideration of the agreements of Seller and except as expressly provided in this Agreement, the warranties set forth in the Deed, or any documents or instruments delivered to Buyer at Closing, Seller has not made any warranty or representation, express or implied, or arising by operation of law with respect to any matters concerning the Property, including without limitation, the physical condition, the presence of hazardous or toxic materials or substances (such as materials or substances that may now or in the future be determined to be hazardous or toxic by any state or federal environmental law or regulation, flood control, use zoning, income or legal compliance of the Property, including but not limited to, any warranty of suitability, habitability, condition, eligibility, merchantability or fitness for a particular purpose with respect to any portion thereof. The provisions of this paragraph shall survive the Closing.

5.4 Representations and Warranties of Seller and Buyer Regarding Brokers.

Each party shall be responsible for their own obligations or liabilities to pay any real estate broker's commission, finder's fee, or other compensation to any person, firm or corporation arising from or in connection with this Agreement or the Property.

6. Closing.

6.1 Closing. The closing shall mean that date, on which, subject to satisfaction of all conditions precedent and contingencies specified herein, the conveyance of the Property to Buyer shall be consummated by the filing of one or more deeds in the Bureau of Conveyances of the State of Hawaii to Buyer or Buyer's designees; or on September 30, 2026 ("Closing Date") through Escrow established with the Escrow Holder pursuant to escrow instructions which are consistent with this Agreement. 6.2 Conveyance of the Property. Seller shall convey title to the Property to Buyer, subject only to (i) liens to secure payment of non-delinquent real property taxes and other governmental assessments, (ii) all exceptions of record (other than Seller Liens), (iii) all matters identified on the Survey, (iv) applicable zoning and building ordinances and land use regulations, or other governmental regulation restricting or regulating the use, occupancy and enjoyment of the Property, and (v) the Permitted Encumbrances. The forgoing permitted exceptions to title are collectively referred to herein as the "Permitted Exceptions"; provided, however, that the Permitted Exceptions shall not include (a) any mortgages, financing statements, security agreements, or judgements and other monetary liens, whether voluntary or involuntary, caused, permitted, or suffered by Seller (each a "Seller Lien) or (b) any encumbrance identified in the Initial Response Notice that Seller agreed to remove at closing. Any provision in this Agreement to the contrary notwithstanding, Seller shall have no obligation or liability to Buyer with respect to any of the Permitted Exceptions, whether or not all of the Permitted Exceptions are specifically referenced in the Deed.

6.3 Possession. Possession of the Property shall be delivered to the Buyer at closing.

6.4 Conditions Precedent to Obligations of Buyer. Buyer shall not be obligated to close under this Agreement unless each of the following conditions shall be satisfied or waived by Buyer on or prior to the Closing Date.

(a) Title Policy. The Title Company shall be irrevocably and unconditionally committed to issue the Title Policy to the Permitted Encumbrances with such endorsements and otherwise in form reasonably required by Buyer, naming Buyer as insured upon payment of the title premium therefor. Buyer may request an extended coverage title policy and endorsements thereto, and Seller shall cooperate with Buyer and Title Company to allow Buyer to obtain such policy, including without limitation, execution of such affidavits required by Title Company to issue affirmative coverage over mechanics liens and parties in possession.

(b) Accuracy of Representations. The representations and warranties made by Seller in this Agreement shall be true and correct in all material aspects as of the Closing Date.

(c) Seller's Performance. Seller shall have performed its obligations under

this Agreement, including, without limitation the delivery of the documents set forth in Section 3.1.

(d) No Tenants. There shall be no tenants or lessees or other parties in possession on the Property.

(e) Appraisal and Survey. Buyer shall have obtained the Appraisal and boundary survey of the Property.

(f) Removal of Property. Seller shall remove all property not to be sold to Buyer from the Property prior to Closing.

6.5 Conditions Precedent to Obligations of Seller. Seller shall not be obligated to close under this Agreement unless each of the following conditions shall be satisfied or waived by Seller prior to the Closing Date.

(a) Accuracy of Representations. The representations and warranties made by Buyer in this Agreement shall be true and correct in all material respects as of the Closing Date.

(b) Buyer's Performance. Buyer shall have performed its obligations under this Agreement.

6.6 Conditions Precedent to Obligations of Each Party. Neither Party shall be obligated to close under this Agreement unless each of the following conditions shall be satisfied or waived by the parties prior to the Closing Date.

(a) No Action or Proceeding. None of the parties hereto shall be subject to any order or injunction in a court of competent jurisdiction which prohibit consummation of the transactions contemplated by this Agreement. In the event any such order or injunction shall have been issued, each party agrees to use its reasonable efforts to have any such injunction lifted.

(b) Regulatory Consents. All consents, authorizations, orders and approvals of (or filings or registrations with) any Governmental Agency required in connection with the execution delivery performance of this Agreement shall have been obtained or made, other than documents required to be filed, or consents, authorizations, orders or approvals required to be issued after the Closing Date.

6.7 Deliveries At Closing.

(a) Seller's Deliveries. Two (2) business days prior to the Closing Date, Seller shall deliver to Escrow Agent the following:

(i) Limited Warranty Deed. Three (3) originals of the Deed executed by Seller and duly notarized, together with three (3) originals of an executed Hawaii conveyance tax certificate.

- (ii) Evidence of Authority. Such organizational and authorizing documents of Seller as shall be required by the title company to evidence Seller's authority to consummate the transactions as contemplated by this Agreement.
  - (iii) FIRPTA Certification. An affidavit with respect to compliance with the Foreign Investment in Real Property Tax Act (Internal Revenue Code Sec. 1445, as amended, and the regulations issued thereunder).
  - (iii) HARPTA Certificate. A Certification for Exemption from the Withholding Tax on the Disposition of Hawaii Real Property (Form N-289) pursuant to Section 235-68 of the Hawaii Revised Statutes.
  - (iv) Tax Clearance Certificate. A tax clearance certificate issued by the State of Hawaii Department of Taxation dated no more than thirty (30) calendar days prior to the Closing Date.
  - (v) Closing Statement. One (1) original of the Closing Statement prepared in accordance with the terms of this Agreement.
  - (vi) Affidavits. Seller shall deliver to the Title Company in the customary form affidavits attesting that: (i) there are no mechanic's or materialmen's liens affecting the Property, and (ii) there are no parties in possession of the Property other than Seller.
  - (vii) Other Documents. Any other documents which (A) Seller is obligated to deliver to Buyer pursuant to this Agreement, (B) that may be reasonably requested by the Title Company in order to issue the Title Policy, (C) that are necessary to effectuate the transfer of the Property in accordance with the terms of this Agreement or pursuant to any applicable Law or as reasonably requested by Escrow Agent, and (D) all documents which are ordinary and customary for transactions similar to the transaction contemplated by this Agreement.
- (b) Buyer's Deliveries. Two (2) Business Days prior to the Closing Date, Buyer shall deliver to Escrow Agent the following:
- (i) Limited Warranty Deed. Three (3) originals of the Deed executed by Buyer and duly notarized, together with three (3) originals of an executed Hawaii conveyance tax certificate.
  - (ii) Closing Funds. Remainder of Purchase Price shall be deposited to Escrow, including closing costs as enumerated in Section 6.8.
  - (ii) Other Documents. Any other documents which (A) Buyer is obligated to deliver to Seller pursuant to this Agreement, (B) that may be reasonably

requested by the Title Company in order to issue the Title Policy, (C) that are necessary to effectuate the transfer of the Property in accordance with the terms of this Agreement or pursuant to any applicable Law or as reasonably requested by Escrow Agent, and (D) all documents which are ordinary and customary for transactions similar to the transaction contemplated by this Agreement.

6.8 Closing Costs.

(a) Seller's Closing Costs. Seller shall be responsible for paying for any recording fees, one-half (1/2) of Escrow Fees, the costs of standard title policy coverage for the full Acquisition Price, and all conveyance tax, if any.

(b) Buyer's Closing Costs. In addition to the Purchase Price and other costs which the Buyer has agreed to pay under this Agreement, Buyer shall be responsible to pay the costs of any endorsements and/or an extended coverage policy to its title insurance (if requested by the Buyer), one-half (1/2) of Escrow fees, and all of Buyer's appraiser's fees.

(c) Other Closing Costs/ Prorations. Escrow shall apportion all other closing costs, if any, in a manner customary for real estate transactions of this nature in the State of Hawaii. Real property taxes and all assessments and other expenses shall be prorated as of Closing. Any delinquent taxes shall be satisfied at or prior to Closing from funds coming to Seller. Except as otherwise specifically provided in this Agreement, each party shall be responsible for all closing costs incurred by them, including each of their respective attorney's fees.

6.9 Risk of Loss. If between the Effective Date and the Closing (i) the Improvements are materially damaged or (ii) the Property or any material portion thereof is taken or threatened by eminent domain, Seller shall promptly and in any event prior to the Closing, notify Buyer of same. Buyer may elect, by written notice delivered to Seller within fifteen (15) days after receipt of such notice to terminate this Agreement without further liability to Buyer and neither party shall have any further obligation to the other hereunder except for the Surviving Obligations. In the event that the Closing Date is less than fifteen (15) days after receipt of such notice regarding material damage or threatened eminent domain the Closing Date shall be extended as necessary to permit Buyer the full fifteen (15) days to determine whether or not it will terminate this Agreement. As used herein "material damage" or "material portion" means damage or a taking, as applicable, the costs of which in Buyer's reasonable judgment is Fifty Thousand Dollars (\$50,000.00) or more for repair. If Buyer does not so terminate, (i) in the case of material damage, Seller shall assign to Buyer at the Closing its right to recover under any insurance policies covering such damage and shall pay to Buyer (or credit against the Purchase Price) at the Closing the amount of the deductible or other self-insured retention, if any, and the amount, if any, of the uninsured portion of the casualty, and (ii) in the case of an actual taking of a material portion of the Property, Seller shall assign to Buyer at the Closing Seller's entire right, title, and interest in the proceeds thereof. If between the date hereof and the Closing Date, the Improvement suffer damage, other than reasonable wear and tear, which is not material, Buyer shall continue to be required to purchase the Property hereunder without offset against the

Purchase Price, however, Seller shall assign to Buyer at the Closing Seller's right to collect any and all insurance proceeds available for the repair of such damage, and Seller shall pay to Buyer (or credit against the Purchase Price) the amount of any deductible or other self-insurance retention and the amount, if any, of the uninsured portion of the casualty. In the case of a Proceeding that detrimentally affects the value of the Property, the Purchase Price shall be adjusted to account for the dollar amount by which the Property is reduced in value as a result of such Proceeding.

7. General Provisions.

7.1 Condemnation. If, prior to the close of Escrow, any eminent domain or condemnation proceedings are commenced with respect to any portion of the Property, Buyer may, at Buyer's election, either: (i) terminate this Agreement and the rights and obligations of the parties by delivering written notice to Seller, or (ii) proceed to Closing without any reduction of the Purchase Price or other change in terms, in which case Seller shall assign to Buyer at the close of Escrow all condemnation proceeds.

7.2 Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given (i) the second (2nd) business day after deposit in the United States mail, registered or certified mail, postage prepaid, return receipt requested, and addressed to the recipient party at its address below; (ii) on the date of scheduled delivery when deposited with a nationally recognized overnight courier service (e.g., Federal Express, UPS or Airborne) for next day delivery, and addressed to the recipient party at its address below; (iii) upon successful transmission of the email to the recipient's computer, when sent by email to the email address of the party listed below in this Section; or (iv) upon successful delivery by facsimile. Either party may, from time to time, by notice as herein provided, designate a different address to which notice to it shall be sent. The parties' initial addresses for such notices are as follows:

To Seller: YI-SUN CHIU, as Trustee  
YI-SUN CHIU TRUST,  
DATED March 12, 2026  
920-B 19<sup>th</sup> Ave. Honolulu, HI 96816  
Email: simonhawaii@yahoo.com

and

GENGSHENG TONG, as Member/MGR  
of Chang Jiang Investments LLC as Member/MGR  
of 656 Kilani LLC  
1525 Palolo Ave. Honolulu, HI 96816  
Email: tongzeng1980@gmail.com

To Buyer:                   Agribusiness Development Corporation  
235 S. Beretania Street, Suite 205  
Honolulu, HI 96813  
Fax: (808) 586-0189  
Attn: Executive Director  
Email: dbedt.adc@hawaii.gov

7.3     Further Assurances. Seller and Buyer agree that, at any time or from time to time after the execution of this Agreement and whether before or after the Closing, they shall, upon request of each other, execute and deliver such further documents and do such further acts and things as such party may reasonably request in order to fully effect the purpose of this Agreement.

7.4     Attorneys' Fees. In the event of any action for breach of, to enforce the provisions of, or otherwise involving this Agreement, both parties shall bear their own fees and costs.

7.5     Assignment. Neither party may, without the prior written consent of the other, which consent may be given or withheld in its sole and absolute discretion, assign this Agreement or any interest herein, and any attempt by the assigning party to transfer this Agreement or any of the assigning party's rights hereunder without such consent shall be null and void and if the assigning party undertakes any such action, then the assigning party will have committed a breach of this Agreement and the non-assigning party may, at its option, terminate this Agreement. In the event of any assignment made with the consent of the other party, the assignee shall expressly assume the obligations of the assigning party, and such assignee shall succeed to all of the rights and remedies hereunder, including, but not limited to, the specific performance of this Agreement. Nevertheless, no such assignment shall relieve the assigning party of ultimate liability or responsibility for the performance of its obligations hereunder. This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the parties hereto.

7.6     Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, oral or written, express or implied, and all understandings, negotiations or discussions of the parties, whether oral or written, and there are no warranties, representations or agreements between the parties in connection with the subject matter hereof except as are set forth herein. Notwithstanding the foregoing, any confidentiality agreement previously signed by Buyer relating to the possible purchase of real property from Seller will remain in full force and effect to the extent permitted by law.

7.7     Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the remainder of such provision or any other provisions hereof.

7.8     Time of the Essence. Time is of the essence of this Agreement.

7.9 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Hawaii.

7.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which when taken together shall constitute one and the same instrument.

7.9 Amendment. Any amendment to this Agreement shall be in writing and signed by all parties hereto.

7.10 Construction; Section Headings. The use of any pronoun herein shall include all pronouns, and the singular shall include the plural and vice versa, as the context may require. Section headings are inserted only for convenience of reference and shall in no way modify or affect the meaning or construction of any of the terms or provisions hereof.

7.11 No Party Deemed Drafter. No party shall be deemed the drafter of this Agreement. If this Agreement is ever construed by a court of law, such court shall not construe this Agreement or any provision hereof against any party as drafter.

7.12 Risk of Loss. All risk of loss will remain with Seller until Closing. The parties agree that the Buyer shall not be responsible for any and all liabilities, obligations, or risks related to the Property until Closing.

7.13 Maintenance of Property. Between the Effective Date and the Closing, Seller shall maintain the Property in the same order, condition and repair, reasonable wear and tear excepted, shall perform all work required to be performed by the landlord under the terms of any Lease, shall make all repairs, maintenance and replacements to the Property and any Personal property consistent with past operating practices, and shall operate the Property in material compliance with all applicable laws, rules and regulations and otherwise in the same manner as before the making of this Agreement, as if Seller were retaining the Property. Any Personal Property that is removed shall be replaced by Seller with personal property or such asset of at least equal quality and utility.

7.14 No Modification to Title. From and after the Effective Date, Seller shall not take any actions that would create any additional, or modify, amend or terminate any existing covenants, conditions, restrictions, easements, liens, rights, rights of way or other encumbrances affecting title to the Property, except in accordance with Section 3.1 above.

7.15 No Marketing. From and after the Effective Date, Seller will cease all efforts to market the Property for sale either directly or through its agents and will not entertain or accept any offers to Purchase Property or any interest therein.

[The remainder of this page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Purchase and Sale Agreement and Joint Escrow Instructions as of the date first set forth above.

"SELLER"

\_\_\_\_\_  
YI-SUN CHIU, as Trustee of the Yi-Sun Chiu Trust, Dated March 12, 2026

\_\_\_\_\_  
GENGSHENG TONG, as Member/MGR of Chang Jiang Investments LLC as Member/MGR of 656 Kilani LLC

"BUYER"

STATE OF HAWAII, AGRIBUSINESS DEVELOPMENT CORPORATION, a public body corporate and politic and an instrumentality of the State of Hawaii

\_\_\_\_\_  
WENDY L. GADY  
Executive Director

ACKNOWLEDGED AND ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

Title Guaranty Escrow Services, Inc.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

EXHIBIT A

## FIRST:

All of that certain parcel of land situate at Wahiawa, District of Wahiawa, City and County of Honolulu, State of Hawaii, described as follows:

Lot 255, area 9,964 square feet, more or less, as shown on Map 79, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with the Land Court Application Number 12 of T. H. Gibson, W. B. Thomas and B. O. Clark, Trustees.

Being the land(s) described in Transfer Certificate of Title No. 1,267,659 issued to YI SUN CHIU, as trustee of the Self-Trusteed Trust Agreement of Yi-Sun Chiu dated 2/8/2023, with full powers to sell, mortgage, lease, or otherwise deal with the land, and 656 KILANI LLC, a Hawaii limited liability company, as Tenants in Common.

Said above described parcel of land having been acquired as follows:

1. By YI SUN CHIU, as Trustee of the Self-Trusteed Trust Agreement, of Yi-Sun Chiu dated 2/8/2023, with full powers to sell, mortgage, lease or otherwise deal with the land, by QUIT CLAIM DEED of YI SUN CHIU and CHRISTY ZENG LEI, dated October 10, 2023, filed as Land Court Document No. T-12338292; and
2. By 656 KILANI LLC, a Hawaii limited liability company, by QUIT CLAIM DEED of CHRISTY ZENG TONG and GENSHENG TONG, as Co-Trustees of Trust of Christy Zeng Tong and Gengsheng Tong, dated 9/25/2023, with full powers to sell, mortgage, lease or otherwise deal with the land, dated April 24, 2024, filed as Land Court Document No. T-12532216.

## SECOND:

All of that certain parcel of land situate at Wahiawa, District of Wahiawa, City and County of Honolulu, State of Hawaii, described as follows:

Lot 254, area 54,700 square feet, more or less, as shown on Map 79, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 12 of T. H. Gibson, etals, Trustees.

Being land(s) described in Transfer Certificate Title No. 1,267,659 issued to YI SUN CHIU, as Trustee of the Self-Trusteed Trust Agreement of Yi-Sun Chiu dated February 8, 2023, with full powers to sell, mortgage, lease or otherwise deal with the land, as to an undivided 50% interest, and 656 KILANI LLC, a Hawaii limited liability company, as to an undivided 50% interest.

Said above parcel of land having been acquired as follows:

1. By YI SUN CHIU, as Trustee of the Self-Trusteed Trust Agreement of Yi-Sun Chiu dated February 8, 2023, with full powers to sell, mortgage, lease or

otherwise deal with the land, by QUITCLAIM DEED of YI SUN CHIU and CHRISTY ZENG LEI dated October 10, 2023, filed as Land Court Document No. T-12338292; and

2. By 656 KILANI LLC, a Hawaii limited liability company, as to an undivided 50% interest, by QUITCLAIM DEED of CHRISTY ZENG TONG and GENSHENG TONG, as Co-Trustees of Trust of Christy Zeng Tong and Gengsheng Tong, dated September 25, 2023, dated April 24, 2024, filed as Land Court Document No. T-12532216.



# Phase I Environmental Site Assessment Report

June 28, 2021



**650 & 656 Kilani Ave**  
650 and 656 Kilani Avenue  
Wahiawa, Hawaii 96786  
Trileaf # 681068

Prepared For:  
**Ohana Pacific Bank**  
1357 Kapiolani Boulevard, Suite 102  
Honolulu, Hawaii 96814

Prepared By:  
**Trileaf Corporation**  
2121 West Chandler Boulevard, Suite 108  
Chandler, Arizona 85224

Project Summary Table

Report Section		REC	CREC	HREC	VEC	BER/ Non-Scope	No Further Action	Comments
2.0	USER PROVIDED INFORMATION						✓	
3.2.1	Environmental Database Search Summary	✓					✓	The Property historically operated as a drycleaners with a UST on site, with no closure documentation. Due to the lack of information regarding the status of the UST, and hazardous materials associated with the dry-cleaning process, it is the opinion of Trileaf that these listings constitute a REC. Two (2) historic gas stations, one (1) with an active LUST release, and the other listed as having contained several USTs installed in the 1960s, with no information on site closure, are located up gradient and in close proximity to the Property. Based on the open status of

Report Section		REC	CREC	HREC	VEC	BER/ Non-Scope	No Further Action	Comments
								the LUST case and lack of documentation regarding the USTs, these sites pose a REC at this time.
3.3	Historical Use Information on the Property	✓					✓	A drycleaners operated on the Property from at least 1953 to 1995. The use of chlorinated solvents before modern environmental regulations poses a REC to the Property at this time. An auto repair shop, towing services, and auto wrecking yard operated on the Property from at least the 1970s to present. The use and storage of hazardous substance poses a REC to the Property at this time.
3.4	Historical Use Information on Adjoining Properties	✓					✓	Historic use of surrounding sites as gasoline stations at 651 Kilani Avenue and 150 Kamehameha

Report Section		REC	CREC	HREC	VEC	BER/ Non-Scope	No Further Action	Comments
								Highway, pose a REC to the Property based on operations prior to modern environmental regulations, close proximity to the Property, and/or up gradient position.
4.2.1	Buried Debris, Debris/Soil Piles, Evidence of Dumping, and/or Fill Material						✓	
4.2.2	Drains (other than municipal sanitary waste drains such as sinks, showers, and toilets)						✓	
4.2.3	Heating and Cooling Systems						✓	
4.2.4	Stained Surfaces and/or Stressed Vegetation						✓	
4.2.5	Sources of Polychlorinated Biphenyls (PCBs)						✓	
5.1	Interviews with Agencies and Individuals						✓	
6.0	VAPOR ENCROACHMENT						✓	

Report Section		REC	CREC	HREC	VEC	BER/ Non-Scope	No Further Action	Comments
7.0	NON-SCOPE SERVICES						✓	

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## 1.0 SUMMARY

This report presents the results of a Phase I Environmental Site Assessment (ESA) conducted by Trileaf Corporation (Trileaf) of the property located at 650 and 656 Kilani Avenue, Wahiawa, Honolulu County, Hawaii 96786 (Property). Specifically, the ‘Property’ hereinafter refers to the area referenced in the [Site Plan and Other Maps Appendix \(Appendix 9.2\)](#). The Property and immediate surrounding area were evaluated for this report.

Trileaf has performed a Phase I ESA in conformance with the scope and limitations of ASTM E1527-13 of the Property. Any exceptions to, or deletions from, this practice are described in [Section 8.4](#) of this report.

This study was initiated by Ohana Pacific Bank, hereinafter referred to as ‘User’, to investigate potential environmental concerns at the Property.

<i>Property Details</i>	
<b>Parcel Number(s)</b>	1-7-4-005-018-0000 - 656 Kilani Ave 1-7-4-005-032-0000 - 650 Kilani Ave
<b>Property Acreage</b>	1-7-4-005-018-0000 - 1.26 acres 1-7-4-005-032-0000 - 0.23 acres Total acres: 1.49
<b>Number of Structures</b>	Five (5) total: 1-7-4-005-018-0000 - 656 Kilani Ave - four (4) = single/multi-family residences 1-7-4-005-032-0000 - 650 Kilani Ave - one (1) = private school and church
<b>Size of Structure(s)</b>	1-7-4-005-018-0000 - 656 Kilani Ave - 1,196 square feet (2), 3,050 square feet, 960 square feet 1-7-4-005-032-0000 - 650- Kilani Ave - 6,572 square feet
<b>Property Type</b>	mixed use
<b>Occupants</b>	Vacant
<b>Owner</b>	Harry Jong, LLC
<b>Legal Description</b>	1-7-4-005-018-0000 - LOT 254 54,700 SF MAP 79 LCAPP 12 1-7-4-005-032-0000 - LOT 255 9,964 SF MAP 79 LCAPP 12
<b>Site Coordinates</b>	21.499071° north latitude and 158.028986° west longitude

**1.1 Findings**

The past use of the Property consisted of a drycleaners, restaurant, auto repair shop, and various dwellings. The historical drycleaners operated on the Property from at least 1957 to 1995; therefore, the hazardous nature of chlorinated solvents associated with the dry-cleaning process before modern environmental regulations poses a Recognized Environmental Condition (REC) to the Property at this time. Additionally, an auto repair shop, towing services, and auto wrecking yard operated on the Property from at least the 1970s to present. The historic use and storage of hazardous substance poses a REC to the Property at this time. This is discussed in greater detail below the table.

Additionally, two (2) historic gas stations are located up gradient and in close proximity to the Property, one (1) of which has an active Leaking Underground Storage Tank (LUST) release. Based on the era of operations prior to modern environmental regulations, the historic use of these sites as gasoline stations pose a REC to the Property at this time. This is discussed in greater detail below the table. See Section 3.4.

<i>Summary of Surrounding Land Use</i>		
	<b>Current</b>	<b>Previous</b>
North	Kamehameha Highway, residential development, Buddhist Temple, and North Fork Kaukonahua Stream	Vacant land, Kamehameha Highway, and North Fork Kaukonahua Stream
East	Residential and commercial development, containing Trinh's Barber Shop, Barrio Cafe, Kilani Bakery, and LS Automotive Repair and Transmission, LLC (720 Kilani Avenue), followed by Lehua Street	Residential development, followed by Lehua Street
South	Multi-tenant commercial building at 634 Kilani Avenue, containing Curves, Applause Performance Academy, and Family Dentistry, an eye clinic at 606 Kilani Avenue, followed by Kilani Avenue, followed by a parking lot associated with a multi-tenant commercial bulding at 156-130 Mango Street, and an motorcycle sales/ repair shop at 651 Kilani Avenue (currently Hawaii Rides)	Vacant urban lot and Kilani Avenue, followed by roller skating ring and urban vacant lot
West	Multi-tenant commercial building at 634 Kilani Avenue, containing Curves, Applause Performance Academy, and Family	Vacant urban lot and Kamehameha Highway, followed by North Fork Kaukonahua Stream and commercial and residential development

<i>Summary of Surrounding Land Use</i>		
	<b>Current</b>	<b>Previous</b>
	Dentistry, an eye clinic at 606 Kilani Avenue, and Kamehameha Highway, followed by North Fork Kaukonahua Stream, followed by residential and commercial developments, currently containing Tamura's Market, Tamura's Kitchen, Dominos Pizza, Kanemaru Family Dental	

Trileaf observed renovation debris on the ground and within a trash container on the north side of the former preschool located on the Property. This debris is associated with the renovation of the bathrooms located within the former preschool building and should not pose an environmental concern at this time.

Trileaf observed a drainage area on the north side of the Property, near the former preschool area. This feature are not anticipated to pose an environmental concern at this time.

One (1) pole-mounted transformer that may contain Polychlorinated Biphenyls (PCBs) was observed at the southeast corner of the Property. No labels indicating the presence of PCBs or lack thereof were observed on the transformer. The transformer appeared to be in good condition with no apparent staining. Although no PCB information was available, based on field observations, Trileaf does not consider this transformer to be an environmental concern for the Property at this time.

Trileaf observed staining on the west side of the Property, which used to operate as a salvage vehicle storage area. This staining is most likely associated with general vehicular movement and is considered *de minimis*.

The Property is listed in the Facility Index Systems (FINDS), EDR Historic Cleaner (EDR HIST CLEANER), Release Notifications (SPILLS), Federal Insecticide, Fungicide, and Rodenticide Act/Toxic Substance Control Act Tracking System (FTTS), and Underground Storage Tank (UST) databases due to its past use as a drycleaning plant from at least 1969 to 1995, and due to formerly containing a 550-gallon UST of unknown content, which was closed on November 12, 1996. No other information was available for review regarding this tank, and it is uncertain whether or not the tank remains on site, or if there is any contamination associated with it or with the chemicals used in the dry-cleaning operations. Due to the historic use of the Property as a dry-cleaning plant, formerly containing a UST, Trileaf conducted a Phase II - Vapor Intrusion (VI) Assessment on the Property in 2018 to investigate the potential for vapor intrusion by Contaminants of Concern (COCs). According to this report, analytical results from the indoor air samples collected did not find elevated contaminant concentrations above the maximum reporting limits. Therefore, Trileaf recommended no further investigation at the time. Nonetheless, since the Phase II only covered VI, and not soil samples, there is a possibility that soil contamination is still present at the Property. As such, and due to the lack of information regarding the status of the UST, and hazardous

materials associated with the dry-cleaning process, it is the opinion of Trileaf that these listings constitute a REC to the Property at this time. However, no further action is recommended at this time based on the negative results from the Vapor Intrusion Assessment and depth to groundwater.

An active LUST site at 150 N. Kamehameha Highway is located upgradient to the Property, approximately 290-feet to the southwest. Additionally, a historic gas station site at 651 Kilani Avenue (adjoining to the south) is listed as having contained several USTs installed in the 1960s, with no information on site closure. Based on the gradient of both sites, open status of the LUST site, and lack of documentation provided by the Hawaii Department of Health (DOH) at the time of this report on the degree of contamination, it is Trileaf's opinion that known and suspected contamination may have migrated or has the potential to migrate onto the Property, and therefore these sites are considered a REC for the Property at this time.

Trileaf did not identify Controlled RECs (CRECs) or Historical RECs (HRECs) associated with the Property.

## 1.2 Opinion

Trileaf found evidence of RECs associated with the Property. However, It is the opinion of Trileaf that no additional investigations are necessary at this time for the purpose of identifying RECs.

This opinion is based on site reconnaissance, an environmental database search report, and available historical research. Data gaps are described in the Data Gaps, Limiting Conditions, Deviations, Deletions, and Exceptions section ([Section 8.4](#)) of this report.

## 1.3 Conclusions

Trileaf has performed a Phase I ESA in conformance with the scope and limitations of ASTM E1527-13 of the Property located at 650 and 656 Kilani Avenue, Wahiawa, Honolulu County, Hawaii 96786, the *Property*. Exceptions to, or deletions from, this practice are described in the Data Gaps, Limiting Conditions, Deviations, Deletions, and Exceptions section ([Section 8.4](#)) of this report.

This assessment has revealed no evidence of RECs in connection with the Property except for the following:

- The Property is listed as a UST and EDR Historic Cleaner site due to its past use as a drycleaning plant from at least 1957 to 1995, and due to formerly containing a 550-gallon UST of unknown content, which was closed on November 12, 1996. Due to the hazardous nature of chlorinated solvents associated with the dry-cleaning process, and lack of documentation associated with the use and condition of the UST when closed, it is Trileaf's opinion these listings represent a REC to the Property at this time.

- The LUST site located at 150 North Kamehameha Highway, contains two (2) LUST cases that pose an environmental concern at this time. One of the releases is listed as EPMP, indicating that contamination remains in-place under some sort of engineering and/or institutional controls, and the second release is currently listed as open. Based on the open status of the LUST site, lack of documentation associated with the degree of contamination, and the potential for contamination to migrate towards the Property, it is Trileaf's opinion these listings represent a REC to the Property at this time.
- A historic gas station site at 651 Kilani Avenue (adjoining to the south) is listed as having contained several USTs installed in the 1960s, with no information on site closure. Based on the lack of documentation associated with the closure of these USTs, and the potential for contamination to migrate towards the Property, it is Trileaf's opinion these listings represent a REC to the Property at this time.

Based on the negative results from the VI Assessment conducted on the Property in 2018, it is the opinion of Trileaf that no additional investigation is warranted at this time. However, even though the VI Assessment did not detect any contamination within the soil vapor, it is still possible that soils on the Property are contaminated due to the Property's past use as a dry cleaner, automotive repair shop, and automotive wrecking yard. Therefore, if any disturbance of the soils on the Property is proposed, Trileaf recommends a subsurface investigation be conducted.

These conclusions are based on the review of available historical information, regulatory records, site reconnaissance, and interviews when possible. These conclusions are not subject to environmental concerns or contamination that is hidden, unpublished, or otherwise undiscoverable using standard ASTM E1527-13 Phase I ESA methodology.

This section is only a brief summary of the findings and does not represent a detailed summary of the information gathered in the preparation of this report. The report should be reviewed in its entirety to fully understand environmental conditions associated with the Property.

## 2.0 USER PROVIDED INFORMATION

In accordance with ASTM Standard E 1527-13, Trileaf Corporation requested that the User of this Phase I ESA provide information that would assist in identifying the potential for RECs in connection with the Subject Property. Information received from the User is contained in the appendices of this report and is summarized in the table below. Issues identified by Trileaf Corporation during the review of the information along with related comments are also presented.

Type of Information	User Provided	Issue Identified	Comments
<b>Title Records</b>	Yes	No	Trileaf reviewed a Preliminary Title Report dated March 5, 2021, provided to Trileaf by the User. Based upon the information reviewed by Trileaf, the Property is currently owned by Harry Jong LLC, a Hawaii limited liability company.
<b>Environmental Liens or Activity and Use Limitations</b>	No	No	No Environmental Liens or Activity and Use Limitations were identified in the Preliminary Title Report provided by the User.
<b>Specialized Knowledge</b>	No	No	
<b>Commonly Known or Reasonably Ascertainable Information</b>	No	No	
<b>Valuation Reduction for Environmental Issues</b>	No	No	
<b>Previous Reports and Documentation</b>	Yes	No	See Section 2.1
<b>Reason for Performing the Phase I</b>	Yes	No	The User requested a Phase I ESA in order to investigate potential environmental concerns at the Property and to satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner or bona fide prospective purchaser limitations on

Type of Information	User Provided	Issue Identified	Comments
			Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) liability.
ASTM User Questionnaire	Yes	No	Completed on June 10, 2021, by Mr. Johnson Lin
Other	No	No	

## 2.1 Prior Documentation

Trileaf reviewed a Phase I Environmental Site Assessment dated November 22, 2017, prepared by Trileaf Corporation on behalf of Ohana Pacific Bank. This report was prepared in accordance with American Society for Testing and Materials (ASTM) Standard E1527-13, which was the current standard at the time. According to this report, the Property includes an approximately 1.5-acre lot made up of two (2) contiguous parcels with an existing 6,572-square foot private school and church, one (1) 3,050-square foot single-family residence, two (2) 1,196-square foot multi-family residences, one (1) 960-square foot single-family residence, and one (1) 1,200-square foot metal utility shed, which at the time were operated by Abundant Life United Pentecostal Church, Hayashi Auto Repair, and Chang's Towing as a church and private school, automotive repair shop, and towing service, respectively. The Phase I report identified the following RECs in connection with the Property:

- *Based on review of available regulatory database information, the Property is listed as an underground storage tank (UST) and EDR Historic Cleaner site. Historical Sanborn maps depict the structure located at 650 Kilani Avenue to be a dry-cleaning plant as early as 1957, and historical city directories show it was in operation until as recent as 1995. The structure located at 650 Kilani Avenue is also listed as having a 550-gallon capacity UST from as early as 1938 until 1996. Due to the hazardous nature of chlorinated solvents associated with the dry-cleaning process, and lack of documentation provided by the Hawaii Department of Health (DOH) at the time of this report on the use and condition of the UST when closed, it is Trileaf's opinion these listings represent a REC to the Property.*
- *A leaking underground storage tank (LUST) site at 150 N. Kamehameha Highway is located upgradient to the Property, approximately 290-feet to the southwest. The status of the LUST site is listed as Exposure Prevention Management Plan (EPMP), indicating that contamination remains in-place under some sort of engineering and/or institutional controls. Additionally, two historic gas station sites at 651 Kilani Avenue (adjoining to the south) and 202 N. Kamehameha Highway (adjoining to the southwest) are listed as having contained several USTs installed in the 1960s, with no information on site closure. Based on the gradient of all three sites, regulatory status of the LUST site, and lack of documentation provided by the Hawaii DOH at the time of this report*

*on the degree of contamination, it is Trileaf's opinion that known and suspected contamination may have migrated or has the potential to migrate onto the Property, and therefore these sites are considered a REC for the Property.*

- An orphan site titled HECO PAD-MOUNTED TRANSFORMER 52230 V5988A, located at 64-1551 Kamehameha Highway, was determined to be located adjacent to the Property along the western boundary. The site is listed in the SHWS database for an undetermined hazard, while the Hazard Evaluation and Emergency Response Office (HEER) continues an ongoing assessment. No remedial actions appear to have been taken, and without further documentation from the Hawaii DOH, it is Trileaf's opinion this site represents a REC to the Property.*

Based on these RECs, additional assessment of the Property was recommended by Trileaf to investigate the potential for COCs associated with the uses of the Property and adjoining sites discussed above.

Trileaf also reviewed a Phase II - Vapor Intrusion Assessment Report, dated January 2, 2018, prepared by Trileaf Corporation on behalf of Ohana Pacific Bank. According to this report, the Phase II scope of work consisted of the installation of three (3) vacuum canisters in the church and school building that was formally an operating drycleaners located on the Property, to be analyzed for Benzene, Toluene, Ethylbenzene and Xylenes (BTEX) and Naphthalene, Trichloroethylene (TCE), PCE, Vinyl Chloride (VC), and cis and trans 1,2-Dichloroethene (DCE). Based on the analytical results from the samples collected from the Property, which did not identify any contaminants above the maximum reporting limits, Trileaf recommended no further investigation.

Copies of the reports are available upon request.

### 3.0 RECORDS REVIEW

#### 3.1 Physical Setting Sources

The EDR GeoCheck Physical Setting Source (PSS) Addendum, contained within the radius search report, was used as the primary source for the following information. Other maps, including but not limited to regional topographical maps, geological maps, and U.S. Geological Survey well maps, were also reviewed.

Physical setting information is summarized in the following table.

<i>Geologic, Hydrologic, and Topographic Conditions</i>	
<b>Item</b>	<b>Description</b>
<b>Lithology (Soils)</b>	
<b>Source</b>	U.S. Department of Agriculture Soil Conservation Service
<b>Soil Type(s)</b>	Wahiawa silty clay - majority of the Property Helemano silty clay - northwest corner of the Property
<b>Infiltration Rates</b>	Moderate
<b>Drainage</b>	well
<b>Soil Profile</b>	A typical profile of a Wahiawa soil consists of silty clay in two (2)-distinctive layers from 0 to 11-inches and from 11 to 59-inches, subsurface. A typical profile of a Helemano soil consists of silty clay from 0 to 9-inches, paragravelly silty clay from 9 to 40-inches, and very paragravelly silty clay from 40 to 59-inches, subsurface.
<b>Geology</b>	
<b>Geologic Sources(s)</b>	1939, <i>Geologic map and guide of the Island of Oahu, Hawaii: Hawaii Division of Hydrography, Bulletin 2, scale 1:62,500</i> , obtained from U.S. Geological Survey
<b>Geologic Description</b>	The Property is underlain by volcanic rocks from the Pliocene to Holocene age, consisting of lava flows.
<b>Hydrology</b>	
<b>Hydrologic Source(s)</b>	EDR's PSS Addendum map

<i>Geologic, Hydrologic, and Topographic Conditions</i>	
<b>Item</b>	<b>Description</b>
<b>On-Property Water Bodies</b>	None
<b>Off-Property Water Bodies</b>	Kaukonahua Stream (169 feet NW), Tanada Reservoir (1.92 miles N), Waikakalaua Stream (2.06 miles S), Kipapa Stream (4.17 miles SE),
<b>Presumed Groundwater Flow Direction</b>	Although the surface drainage on the Property is generally toward the south-southeast, the local topography suggests that the regional drainage and associated shallow groundwater flow beneath the Property is estimated to be northwest. In order to more accurately determine the direction of local groundwater flow, groundwater potentiometric surface measurements would be required.
<b>Groundwater Wells</b>	According to EDR PSS Addendum map, there are ten (10) water wells located within 0.5 miles of the Property, though none are located on or adjoining the Property. Information obtained from the Hawaii State Well Database for wells in this area suggests that the depth to shallow groundwater ranges from 272.9 to 275 feet below ground.
<b>Topographic Conditions</b>	
<b>Topographic Source(s)</b>	7.5-minute U.S. Geological Survey Topographic Map Schofield Barracks, Hawaii Quadrangle, dated 2017
<b>Property Elevation</b>	approximately 906 feet AMSL
<b>Property Setting</b>	Commercial
<b>Topography</b>	gently sloped
<b>Surface Water Runoff</b>	South-southeast

### 3.2 Standard Environmental Record Sources

Trileaf reviewed an environmental database search dated June 16, 2021. The environmental database search meets the government records search requirements of ASTM E1527-13 for Environmental Site Assessments. The relevant portions of the search will be summarized in this section. A table of the total number of sites in each respective category can be found in the report in the [Regulatory Records Documentation Appendix \(Appendix 9.5\)](#).

For detailed descriptions of the databases searched, please refer to the database descriptions in the environmental database search report included in the [Regulatory Records Documentation Appendix \(Appendix 9.5\)](#).

### 3.2.1 Environmental Database Search Summary

#### Regulatory Report Summary

Database	Search Radius	Target Property	Within 0.12mi	0.12mi to 0.25mi	0.25mi to 0.50mi	0.50mi to 1.00mi	Total
NPL	1.000	0	0	1	0	0	1
Proposed NPL	1.000	0	0	0	0	0	0
NPL LIENS	1.000	0	0	0	0	0	0
Delisted NPL	1.000	0	0	0	0	1	1
FEDERAL FACILITY	0.500	0	0	0	0	NR	0
SEMS	0.500	0	0	1	1	NR	2
SEMS-ARCHIVE	0.500	0	0	0	0	NR	0
CORRACTS	1.000	0	0	0	0	0	0
RCRA-TSDF	0.500	0	0	0	1	NR	1
RCRA-LQG	0.250	0	0	0	NR	NR	0
RCRA-SQG	0.250	0	0	0	NR	NR	0
RCRA-VS QG	0.250	0	2	5	NR	NR	7

# EXHIBIT B

Database	Search Radius	Target Property	Within 0.12mi	0.12mi to 0.25mi	0.25mi to 0.50mi	0.50mi to 1.00mi	Total
LUCIS	0.500	0	0	0	0	NR	0
US ENG CONTROLS	0.500	0	0	1	0	NR	1
US INST CONTROLS	0.500	0	0	1	0	NR	1
ERNS	0	NR	NR	NR	NR	NR	0
SHWS	1.000	0	0	3	5	4	12
SWF/LF	0.500	0	0	0	0	NR	0
LUST	0.500	0	4	7	3	NR	14
INDIAN LUST	0.500	0	0	0	0	NR	0
FEMA UST	0.250	0	0	0	NR	NR	0
UST	0.250	1	8	11	NR	NR	20
INDIAN UST	0.250	0	0	0	NR	NR	0
ENG CONTROLS	0.500	0	0	1	0	NR	1
INST CONTROL	0.500	0	0	0	0	NR	0
INDIAN VCP	0.500	0	0	0	0	NR	0
VCP	0.500	0	0	0	0	NR	0

Database	Search Radius	Target Property	Within 0.12mi	0.12mi to 0.25mi	0.25mi to 0.50mi	0.50mi to 1.00mi	Total
BROWNFIELDS	0.500	0	0	0	0	NR	0
US BROWNFIELDS	0.500	0	0	0	0	NR	0
SWRCY	0.500	0	0	0	1	NR	1
INDIAN ODI	0.500	0	0	0	0	NR	0
ODI	0.500	0	0	0	0	NR	0
DEBRIS REGION 9	0.500	0	0	0	0	NR	0
IHS OPEN DUMPS	0.500	0	0	0	0	NR	0
US HIST CDL	0	NR	NR	NR	NR	NR	0
CDL	0	NR	NR	NR	NR	NR	0
US CDL	0	NR	NR	NR	NR	NR	0
LIENS 2	0	NR	NR	NR	NR	NR	0
HMIRS	0	NR	NR	NR	NR	NR	0
SPILLS	0	1	NR	NR	NR	NR	1
SPILLS 90	0	NR	NR	NR	NR	NR	0
RCRA NonGen / NLR	0.250	0	2	7	NR	NR	9
FUDS	1.000	0	0	1	0	1	2
DOD	1.000	0	0	0	1	1	2

Database	Search Radius	Target Property	Within 0.12mi	0.12mi to 0.25mi	0.25mi to 0.50mi	0.50mi to 1.00mi	Total
SCRD DRYCLE ANERS	0.500	0	0	0	0	NR	0
US FIN ASSUR	0	NR	NR	NR	NR	NR	0
EPA WATCH LIST	0	NR	NR	NR	NR	NR	0
2020 COR ACTION	0.250	0	0	0	NR	NR	0
TSCA	0	NR	NR	NR	NR	NR	0
TRIS	0	NR	NR	NR	NR	NR	0
SSTS	0	NR	NR	NR	NR	NR	0
ROD	1.000	0	0	1	0	1	2
RMP	0	NR	NR	NR	NR	NR	0
RAATS	0	NR	NR	NR	NR	NR	0
PRP	0	NR	NR	NR	NR	NR	0
PADS	0	NR	NR	NR	NR	NR	0
ICIS	0	NR	NR	NR	NR	NR	0
FTTS	0	1	NR	NR	NR	NR	1
MLTS	0	NR	NR	NR	NR	NR	0
COAL ASH DOE	0	NR	NR	NR	NR	NR	0
COAL ASH EPA	0.500	0	0	0	0	NR	0

Database	Search Radius	Target Property	Within 0.12mi	0.12mi to 0.25mi	0.25mi to 0.50mi	0.50mi to 1.00mi	Total
PCB TRANSFORMER	0	NR	NR	NR	NR	NR	0
RADINFO	0	NR	NR	NR	NR	NR	0
HIST FTTS	0	NR	NR	NR	NR	NR	0
DOT OPS	0	NR	NR	NR	NR	NR	0
CONSENT	1.000	0	0	0	0	0	0
INDIAN RESERV	1.000	0	0	0	0	0	0
FUSRAP	1.000	0	0	0	0	0	0
UMTRA	0.500	0	0	0	0	NR	0
LEAD SMELTERS	0	NR	NR	NR	NR	NR	0
US AIRS	0	NR	NR	NR	NR	NR	0
US MINES	0.250	0	0	0	NR	NR	0
ABANDONED MINES	0.250	0	0	0	NR	NR	0
FINDS	0	1	NR	NR	NR	NR	1
UXO	1.000	0	0	0	0	0	0
DOCKET HWC	0	NR	NR	NR	NR	NR	0
ECHO	0	NR	NR	NR	NR	NR	0

Database	Search Radius	Target Property	Within 0.12mi	0.12mi to 0.25mi	0.25mi to 0.50mi	0.50mi to 1.00mi	Total
FUELS PROGRAM	0.250	0	0	0	NR	NR	0
AIRS	0	NR	NR	NR	NR	NR	0
DRYCLEANERS	0.250	0	0	0	NR	NR	0
Financial Assurance	0	NR	NR	NR	NR	NR	0
LEAD	0	NR	NR	NR	NR	NR	0
UIC	0	NR	NR	NR	NR	NR	0
MINES MRDS	0	NR	NR	NR	NR	NR	0
EDR MGP	1.000	0	0	0	0	0	0
EDR Hist Auto	0.125	0	3	NR	NR	NR	3
EDR Hist Cleaner	0.125	1	0	NR	NR	NR	1
RGA HWS	0	NR	NR	NR	NR	NR	0
RGA LF	0	NR	NR	NR	NR	NR	0
RGA LUST	0	NR	NR	NR	NR	NR	0

### 3.2.2 Environmental Database Sites Summary

The tables below present a summary of the relevant information obtained from the environmental database search report.

It should be noted that additional listings may appear in the table below if they are affiliated with another listing with a larger search radius.

**Target Property Environmental Database Sites Summary**

**Target Property Summary**

Database	Site Name	Address	Dist. (ft) / Dir.	Elevation (ft)	Comments
FINDS, EDR HIST CLEANER, SPILLS, FTTS, UST	ABUNDANT LIFE SCHOOL / PERFECTION DRY CLEANERS LTD / WAHIAWA AUTO REPAIR OIL DUMPING COMPLAINT	650/650-654 KILANI AVENUE, WAHIAWA, HI 96786	Property	906.0	Recognized Environmental Condition See table below

Opinion	Recognized Environmental Condition
<p>The Property, listed as a dry-cleaning plant from 1969 to 1995, is listed in the FINDS database due to its registration in the Integrated Compliance Information System (ICIS) and UST Program. Historical sanborn maps identify the drycleaners to be located on the Property from at least 1957. The UST listing refers to the closure of a 550-gallon UST of unknown content, which was installed on January 31, 1998, and closed on November 12, 1996. No other information was available for review regarding this tank, and it is uncertain whether or not the tank remains on site or if there is any contamination associated with it. Additionally, the Property is listed in the FTTS database due an inspection conducted in 2008 with a violation reported, associated with the tracking of pesticides on the Property. The Property is also listed in the SPILLS database due to a complaint involving the dumping of used vehicle oil onto the ground on June 25, 2020; however, the case was closed on June 30, 2020, by the Solid and Hazardous Waste Branch.</p> <p>Due to the historic use of the Property as a dry-cleaning plant, formerly containing a UST, Trileaf conducted a Phase II Vapor Intrusion (VI) Assessment on the Property in 2018 to investigate the potential for vapor intrusion by COCs. Trileaf reviewed the <i>Vapor Intrusion Assessment Report</i>, dated January 2, 2018, and provided by the User, for additional information regarding this assessment. According to the report, indoor air samples were collected to be analyzed for Benzene, Toluene, Ethylbenzene and Xylenes (BTEX) and Naphthalene (petroleum indicators), and Trichloroethylene (TCE), tetrachloroethylene (PCE), Vinyl Chloride (VC), and cis and trans 1,2-Dichloroethene (DCE) (chlorinated solvent indicators). Based on analytical results from the indoor air samples collected, concentrations of toluene, PCE, and m,p-Xylenes were detected above their respective method reporting limits (MRLs), but below the applicable United States Environmental Protection Agency (EPA) Vapor Intrusion Screening Levels (VISLs) for commercial scenarios. Therefore, Trileaf recommended no further investigation at the time. Nonetheless, since the Phase II only covered VI, and not soil samples, there is a possibility that soil contamination is still present at the Property. As such, and due to the lack of information regarding the status of the UST, and hazardous materials associated with the dry-cleaning process, it is the opinion of Trileaf that these listings constitute a REC to the Property at this time. However, no further action is recommended at this time based on the negative results from the Vapor Intrusion Assessment.</p>	

**Surrounding Properties Environmental Database Sites Summary**

**Surrounding Properties Summary**

Database	Site Name	Address	Dist. (ft) / Dir.	Elevation (ft)	Comments
UST, FINANCIAL ASSURANCE	76 WAHIAWA 7-11 #169	202 N KAMEHAMEHA HWY, WAHIAWA, HI, 96786	86.00/SSW Cross gradient  Southwest adjacent parcel	904.0	No Environmental Concern at this time See table below
UST	NAPA AUTOMOTIVE RETAIL/ WHOLESALE	651 KILANI AVE, SCHOFIELD BARRACKS, HI, 96786	99.00/SE Up gradient  Southeast adjacent parcel	899.0	Recognized Environmental Condition See table below
UST	CHEE HING CATERING	125 WESTERVELT ST, SCHOFIELD BARRACKS, HI, 96786	238.00/SE Up gradient	899.0	No Environmental Concern at this Time This facility is listed in the UST database due to the closure of a diesel UST of unknown capacity, on January 15, 1990. Although no additional information was available for review, based on the lack of reported releases at the time of closure

Database	Site Name	Address	Dist. (ft) / Dir.	Elevation (ft)	Comments
					and distance from the Property, this facility should not pose an environmental concern at this time.
LUST, UST, FINANCIAL ASSURANCE, EDR HIST AUTO	ACE TRANSMISSION / ARAKAWAS SHELL SERVICE	720 KILANI AVE, SCHOFIELD BARRACKS, HI, 96786	287.00/E Cross gradient	895.0	No Environmental Concern at this Time See table below
LUST, UST, FINANCIAL ASSURANCE, RCRA-VSQG, EDR HIS AUTO	AIM WAHIAWA / ALOHA PETROLEUM: AIM WAHIAWA / WAHBA AMGAD A R C O WAHIAWA	150 N. KAMEHAMEHA HWY., WAHIAWA, HI, 96786	367.00/SSW Cross gradient	899.0	Recognized Environmental Condition See table below
LUST, UST, FINANCIAL ASSURANCE	U.S. POSTAL SERVICE - WAHIAWA	115 LEHUA ST, WAHIAWA, HI, 96786	372.00/ESE Up gradient	901.0	No Environmental Concern at this Time This facility is listed in the UST, Leaking UST (LUST), and FINANCIAL ASSURANCE databases due to the closure of two (2) 6,000-gallon gasoline USTs on August 10, 1992, and September 21,

Database	Site Name	Address	Dist. (ft) / Dir.	Elevation (ft)	Comments
					<p>2004, respectively, and associated release. The LUST case received No Further Action (NFA) on April 16, 1996. Based on the NFA status, this facility should not pose an environmental concern at this time.</p>
<p>UST, FINANCIAL ASSURANCE</p>	<p>WAHIAWA GENERAL HOSPITAL</p>	<p>128 LEHUA ST, WAHIAWA, HI, 96786</p>	<p>406.00/E Cross gradient</p>	<p>898.0</p>	<p>No Environmental Concern at this Time                      This facility is listed in the UST and FINANCIAL ASSURANCE databases due to containing USTs, including one (1) currently in-use 5,000-gallon diesel UST, and one (1) permanently out of use 10,000-gallon diesel UST, closed in October 1998. Based on the distance and</p>

Database	Site Name	Address	Dist. (ft) / Dir.	Elevation (ft)	Comments
					lack of reported releases or violations, this facility should not pose an environmental concern at this time.
LUST, UST, FINANCIAL ASSURANCE, EDR HIST AUTO, RCRA NONGEN/NLR	MAHALO WAHIAWA / COMMUNITY SERVICE STATION INC	119 KAMEHAMEHA HWY, WAHIAWA, HI, 96786	424.00/SW Cross gradient	902.0	No Environmental Concern at this Time See table below
RCRA NonGen / NLR, FINDS, ECHO	AUTO CENTER OF HAWAII	129 MAALA ST, WAHIAWA, HI, 99999	0.11 miles/ SSW Cross gradient	898.0	No Environmental Concern at this Time This facility is listed in the Facility Index Systems (FINDS) and Enforcement and Compliance (ECHO) databases due to its registration in the Resource Conservation and Recovery Act (RCRA) database as a non-generator (NONGEN / NLR) of hazardous waste. There are no reported violations

Database	Site Name	Address	Dist. (ft) / Dir.	Elevation (ft)	Comments
					associated with this listing; therefore, this facility should not pose an environmental concern at this time.
RCRA-VSQG, FINDS, ECHO	NORMANS FENDER SHOP INC	415 KILANI AVE UNIT A, WAHIAWA, HI, 96786	0.120 miles/ SW Cross gradient	903.0	No Environmental Concern at this Time This facility is listed in the FINDS and ECHO databases due to its registration in the RCRA database as a Very Small Quantity Generator (VSQG) of hazardous waste. There are no reported violations associated with this listing; therefore, this facility should not pose an environmental concern at this time.
Multiple (60)	Multiple (36)	Various	>0.130 miles		No Environmental Concern at this Time

Database	Site Name	Address	Dist. (ft) / Dir.	Elevation (ft)	Comments
					Based on the distance from the Property, these remaining 36 sites should not pose an environmental concern to the Property at this time.

<i>Surrounding Properties Database Listings</i>	
Site Name	76 WAHIAWA 7-11 #169
Site Address	202 N KAMEHAMEHA HWY, WAHIAWA, HI, 96786
Opinion	No Environmental Concern
<p>This facility is listed in the UST and FINANCIAL ASSURANCE databases due to historically containing USTs, including three (3) closed and permanently out of use USTs, and two (2) currently active and in-use USTs. The closed USTs included two (2) 7,000-gallon gasoline USTs, which were installed on April 4, 1966 and closed on February 22, 1990, and one (1) 5,000-gallon gasoline UST, which was installed on April 4, 1970 and closed on February 22, 1990. No information regarding the closure of these tanks and associated site assessments was available for review. The currently in-use USTs include two (2) 10,000-gallon gasohol USTs, which were installed on May 25, 1990. Trileaf’s historic review of this property (see Section 3.4), determined that this site was developed as a gas station/auto repair shop from at least 1957 through the present. Although no UST closure documentation was available for review, based on the closure of the USTs during modern environmental regulations with no reported releases, and depth to groundwater ( 72.9 to 275 feet bgs) this facility should not pose an environmental concern to the Property at this time.</p>	

<i>Surrounding Properties Database Listings</i>	
Site Name	NAPA AUTOMOTIVE RETAIL/WHOLESALE
Site Address	651 KILANI AVE, SCHOFIELD BARRACKS, HI, 96786
Opinion	Recognized Environmental Condition

<i>Surrounding Properties Database Listings</i>	
<p>This facility is listed in the UST database due to formerly containing two (2) 10,000-gallon USTs, which were installed on March 3, 1961, and closed at an unknown date. No other information was available for review regarding tank closure, and it is uncertain whether or not the tanks remain on site. Additionally, according to Trileaf’s historic review of this property (see Section 3.4), this site was developed as a gas station/auto repair shop from at least 1957 through the early 1990s. Currently, it is occupied by an automotive sales facility. Due to the long duration of operation and lack of details regarding tank closure, and upgradient location with respect to the Property, it is the opinion of Trileaf that this site constitutes a REC to the Property. However, no further action is recommended at this time based on the depth to groundwater (272.9 to 275 feet below ground), and the negative results from the Vapor Intrusion Assessment conducted on the Property, which did not identify COCs above the maximum reporting limits.</p>	

<i>Surrounding Properties Database Listings</i>	
Site Name	ACE TRANSMISSION / ARAKAWAS SHELL SERVICE
Site Address	720 KILANI AVE, SCHOFIELD BARRACKS, HI, 96786
Opinion	No Environmental Concern
<p>This facility is listed in the EDR Historic Auto (EDR HIST AUTO) database as a gasoline station from 1969 to 1989, and as an auto repair shop from 1991 to 2014. Due to its past use as a gasoline station and its associated release, the facility is listed in the UST, LUST, and FINANCIAL ASSURANCE databases as formerly containing seven (7) USTs, which are listed as permanently out of use. Five (5) of the USTs were closed in October 1986 and two (2) of the USTs were closed on November 1998. One (1) LUST case is reported at this site associated with the closure of the above-mentioned tanks; however it received No Further Action (NFA) on August 3, 1999. Due to the receipt of a NFA letter, and distance from the Property, it is the opinion of Trileaf that this site does not constitute a REC.</p>	

<i>Surrounding Properties Database Listings</i>	
Site Name	AIM WAHIAWA / ALOHA PETROLEUM: AIM WAHIAWA / WAHBA AMGAD A R C O WAHIAWA
Site Address	150 N. KAMEHAMEHA HWY., WAHIAWA, HI, 96786
Opinion	Recognized Environmental Condition
<p>This facility, an active gasoline station, is listed in the EDR HIST AUTO database as such from 1971 to 2014. Additionally, it is listed in the RCRA database as a VSQG of hazardous waste, including ignitable waste and benzene. There are no reported violations associated with this listing. Due to its uses as a gasoline station and its associated releases, the facility is listed in the UST, LLUST, and FINANCIAL ASSURANCE databases as</p>	

<i>Surrounding Properties Database Listings</i>	
<p>containing USTs, including five (5) closed and permanently out of use USTs, and two (2) currently active and in-use USTs. The closed USTs include one (1) 550-gallon used oil UST, which was installed on February 6, 1985 and closed on August 9, 1994, and four (4) 10,000-gallon gasohol USTs, which were installed on February 6, 1985 and closed on September 7, 2018. The currently in-use USTs include two (2) 13,800-gallon gasohol USTs installed in August 2018. This site is also listed in the LUST database in association with Release I.D.s 980143, 950028, 070016, 180005, and 050027. The facility status as of July 19, 2000, in association to Release I.D.s 950028 and 980143 is Site Cleanup Completed (SCC) with receipt of a NFA letter. However, the facility status as of September 1, 2008 in association with Release I.D. 070016 EPMP, indicating that contamination remains in-place under some form of engineering or institutional controls. Additionally, Release I.D. 18005 is a confirmed, open release reported on October 36, 2017. All previous releases were consolidated under Release I.D. 050027 on August 28, 2018, for management purposes. Due to the active LUST and upgradient location, it is the opinion of Trileaf that this site constitutes a REC to the Property. However, no further action is recommended at this time based on the depth to groundwater (272.9 to 275 feet below ground), and the negative results from the Vapor Intrusion Assessment conducted on the Property, which did not identify COCs above the maximum reporting limits.</p>	

<i>Surrounding Properties Database Listings</i>	
Site Name	MAHALO WAHIAWA / COMMUNITY SERVICE STATION INC
Site Address	119 KAMEHAMEHA HWY, WAHIAWA, HI, 96786
Opinion	No Environmental Concern
<p>This facility is listed in the EDR HIST AUTO database as a gasoline station from 1974 to 1999, and in the RCRA database as a non-generator of hazardous waste. There are no violations reported in relation to the RCRA listing. Additionally, this facility is listed in the UST, LUST, and FINANCIAL ASSURANCE databases due to containing USTs, including three (3) currently in-use USTs, one (1) temporary out of use UST, one (1) permanently out of use UST, and three (3) to be installed USTs. There are two (2) releases reported for this site in the LUST database, identified as releases 200003 and 000096. Release 000096 received NFA in September 2000; however release 200003 has not been closed yet, and has a confirmed release date of November 2019. Although release 200003 has not been closed, based on the distance and cross gradient position from the Property, it is Trileaf's opinion that this site should not pose an environmental concern at this time.</p>	

### 3.2.3 Orphan Sites

In addition, Trileaf reviewed the list of “orphan” sites – sites that were unable to be mapped – and found eight (8) orphan sites identified in the regulatory records. Trileaf reviewed site information and found that none of the orphan sites pose an environmental concern to the Property based upon their location and/or regulatory status.

A listing of the orphan sites is included in the [Regulatory Records Documentation Appendix \(Appendix 9.5\)](#).

### 3.2.4 Additional Records Review

As the Property is listed in the regulatory records as a UST and EDR HIST CLEANERT site, on June 8, 2021, Trileaf submitted a records request to the Hawaii Department of Environmental Health for records associated with the Property. As of the date of this report, no response has been received from this agency.

As the Property and surrounding sites are listed as UST and LUST sites, on June 22, 2021, Trileaf searched the Hawaii Solid and Hazardous Waste UST/LUST Online Database for information associated with these listings. No records were found in regards to these listings; however, as discussed in Section 3.2.2, the Property and sites located at 651 Kilani Avenue and 150 Kamehameha Highway, are considered an environmental concern at this time.

### 3.3 Historical Use Information on the Property

Summaries of the available historical resources reviewed as well as past uses of the Property are presented in the following tables.

<i>Available Historical Information Summary</i>														
Historical Resource	Pre 1900	1900	1910	1920	1930	1940	1950	1960	1970	1980	1990	2000	2010	2020
<b>Aerial Photographs</b>								1962	1972 1977	1985	1992	2000 2001 2004 2006		
<b>Historical Topographic Maps</b>				1928			1953 1959	1966	1970	1983	1992 1998		2013	
<b>Fire Insurance Maps</b>						1942	1957		1974	1981 1985	1990 1991			
<b>City Directories</b>											1992 1995	2000 2005	2010 2014 2017	
<b>Other</b>														

<i>Historical Property Use Summary</i>	
<b>Date(s)</b>	<b>Property Use(s)</b>
1928 - 1942	Vacant lot
1957 - 1962	650 Kilani Avenue: existing commercial building, occupied by a drycleaner 656 Kilani Avenue: eight (8) residences
1972 - Present	650 Kilani Avenue: commercial building. Past and present occupants include: 1969-1995: Perfection Dry Cleaners 2010-2018: Abundant Life Church Present: vacant building 656 Kilani Avenue: five (5) buildings, used as either residences or commercial. Past and present occupants include: 1974-1991: three (3) residences, two (2) commercial buildings, and an auto wrecking yard 1995-2017: three (3) residences, Chang Towing Service, Hayashi Auto Repair, and an auto wrecking yard Present: five (5) vacant buildings and vacant land

The Property was a vacant urban lot from at least 1928 to 1942. In 1957, historical sanborn maps identify the Property to contain a drycleaners, restaurant, and various dwellings. By 1974, some of the residences appear to have been converted into an auto repair shop/wrecked auto storage area. In 2010, the area formerly occupied by the drycleaners is occupied by Abundant Life Church. The buildings north adjacent to this were utilized by Chang's Towing, Hayashi Auto Repair, and several residences. Currently, the buildings on the Property are vacant as it is under demolition/renovation. See also the [Historical Research Documentation Appendix \(Appendix 9.4\)](#).

Review of the historical information identified a drycleaners to be located on the Property from at least 1957 to 1995. Due to the hazardous nature of chlorinated solvents associated with the dry-cleaning process before modern environmental regulations, the historic use of the Property as a drycleaners poses a REC to the Property at this time. Additionally, the Property also historically operated with an auto repair shop, towing services, and auto wrecking yard on site from approximately the 1970s to present. Due to the use and storage of hazardous substances associated with the auto repair/wrecking activities, the historic use of the Property as an auto repair shop poses a REC to the Property at this time. Note that these statements are made from the best information available. Trileaf has found no reason to believe that the use of this Property has been altered between available information sources. Based upon this historical review, Trileaf found no data gaps that significantly affected Trileaf's ability to identify RECs associated with the Property.

### 3.4 Historical Use Information on Adjoining Properties

The past use of the adjoining properties is summarized in the following table.

<i>Historical Adjoining Property Use Summary</i>	
<b>Date(s)</b>	<b>Property Use(s)</b>
<b>North</b>	
1929 - 1957	Undeveloped land, followed by Kamehameha Highway/State Highway 80, followed by the North Fork Kaukonahua Stream
1974 - 2006	Undeveloped land, with residential buildings and Buddhist Temple (1992) to the northeast, followed by Kamehameha Highway/State Highway 80 followed, by the North Fork Kaukonahua Stream
Present	Garden and parking area associated with a Buddhist Temple, followed by Kamehameha Highway/State Highway 80 followed, by the North Fork Kaukonahua Stream
<b>East</b>	
1928 - 1957	Residential buildings followed by Lehua Street
1969 - Present	Mixed residential and commercial development, including a gas station - Arakawas Shell Service (1969 - 1989) /auto repair shop - Ace Transmission and General Repair (1991 - Present) at 720 Kilani Avenue followed by Lehua Street
<b>South</b>	
1928	No development depicted, followed by Kilani Avenue, followed by unknown structures depicted
1942	Vacant urban lot, followed by Kilani Avenue, followed by vacant urban lots and a roller skating ring
1957	Commercial (634 Kilani Avenue) and mixed-use building (602-06 Kilani Avenue), followed by Kilani Avenue, followed by a storage facility at 154 Mango Street, a parking lot, and a gas station/auto repair shop at 651 Kilani Avenue
1974 - 1982	Commercial (634 Kilani Avenue), a parking lot, and mixed-use building (602-06 Kilani Avenue), followed by Kilani Avenue, followed by a parking lot associated with a multi-tenant commercial bulding at 156-130 Mango Street, and a gas station/auto repair shop at 651 Kilani Avenue

<i>Historical Adjoining Property Use Summary</i>	
<b>Date(s)</b>	<b>Property Use(s)</b>
1985 - 1991	Commercial (634 Kilani Avenue), a parking lot, and an eye clinic (606 Kilani Avenue), followed by Kilani Avenue, followed by a parking lot associated with a multi-tenant commercial bulding at 156-130 Mango Street, and a gas station/auto repair shop at 651 Kilani Avenue
2000 - Present	Commercial building (634 Kilani Avenue), containing Curves, Applause Performance Academy, and Family Dentistry, an office building (610-12 Kilani Avenue), and an eye clinic (606 Kilani Avenue), followed by Kilani Avenue, followed by a parking lot associated with a multi-tenant commercial bulding at 156-130 Mango Street, and an motorcycle sales/ repair shop at 651 Kilani Avenue (currently Hawaii Rides)
<b>West</b>	
1928	Kamehameha Highway
1942	Vacant urban lot and Kamehameha Highway, followed by North Fork Kaukonahua Stream, followed by residential and commercial development, including various dry cleaners.
1957 - Present	Commercial store at 634 Kilani Avenue, multi-tenant commercial building at 602-06 Kilani Avenue, gasoline station at 524 Kilani Avenue (currently 7-Eleven at 2020 Kamehameha Highway), and Kamehameha Highway, followed by North Fork Kaukonahua Stream, followed by residential and commercial developments, currently containing Tamura's Market, Tamura's Kitchen, Dominos Pizza, Kanemaru Family Dental

The surrounding area was used as primarily as residential developments. In 1942, A skating ring is evident to the south, and various dry cleaners are evident to the west. In 1969, a gasoline station is evident to the east at 720 Kilani Street, according to the EDR HIST AUTO listing associated with this site. This site was operated solely as an auto repair shop from at least 1991 to present. Additionally, in 1957, two (2) gasoline stations are evident to the west at 524 Kilani Avenue (currently 7-Eleven at 2020 Kamehameha Highway), and to the south at 651 Kilani Avenue (currently Hawaii Rides Auto Sales), respectively. Commercial development, including a store and restaurant are evident west adjacent to the Property in 1957. See also the [Historical Research Documentation Appendix \(Appendix 9.4\)](#).

Historic use of surrounding sites as gasoline stations at 651 Kilani Avenue and 150 Kamehameha Highway, pose a REC to the Property based on operations prior to modern environmental regulations, close proximity to the Property, and/or up gradient position.

## 4.0 SITE RECONNAISSANCE

### 4.1 Methodology

The site reconnaissance included a walkover and examination of the Property and the adjacent properties. Observations of the Property and the adjoining properties were made from within the Property boundaries, and photographs were taken. Photographic documentation is included in the [Site Photographs Appendix \(Appendix 9.3\)](#).

<b>Date of Site Visit:</b>	June 17, 2021
<b>Personnel:</b>	Ms. Alexa Lopezlira
<b>Escorts:</b>	N/A
<b>Inaccessible Areas:</b>	Trileaf did not have access to the buildings located on the northwest portion of the Property. The northern portion of the Property was under construction, preventing observations of the area.
<b>Limiting Conditions:</b>	Inaccessible areas

### 4.2 Site Reconnaissance Findings

The Property consisted of three (3) joined buildings

<i>Site Reconnaissance Summary</i>		
<b>Feature</b>	<b>Observed on Subject Property</b>	<b>Observed on Adjacent Property</b>
<b>Buried Debris, Debris/Soil Piles, Evidence of Dumping, and/or Fill Material</b>	Yes	No
Detention or Retention Basins, Stormwater Drains, or Other Stormwater / Water Features	No	No
<b>Drains (other than municipal sanitary waste drains such as sinks, showers, and toilets)</b>	Yes	No
Drums and Chemical Containers (capacity 5 to 55 gallons)	No	No
Generation, Storage, and/or Disposal of Hazardous Waste (including waste oil and batteries)	No	No

<i>Site Reconnaissance Summary</i>		
<b>Feature</b>	<b>Observed on Subject Property</b>	<b>Observed on Adjacent Property</b>
<b>Heating and Cooling Systems</b>	Yes	No
High-Voltage Electrical Transmission Lines	No	No
Interceptors and/or Separators (including OWS)	No	No
On-Site Records	No	No
Pools, Pits, Cisterns, Sumps, Vaults, or Similar Receptacles Where Liquids Drain, Collect or are Stored, and Pooled Liquids	No	No
Septic Systems	No	No
<b>Stained Surfaces and/or Stressed Vegetation</b>	Yes	No
<b>Sources of Polychlorinated Biphenyls (PCBs)</b>	Yes	No
Storage Tanks (USTs, ASTs, or totes)	No	No
Unidentified Substances	No	No
Wastewater (excluding sanitary wastes)	No	No
Wells (potable, monitoring, observation, or dry)	No	No
Other Improvements, Features, or Environmental Concerns	No	No

No obvious signs of environmental concerns (monitoring wells, soil staining, stressed vegetation, odors, pools of liquid, and other signs of potential environmental concerns) were noted on the Property or on the adjoining properties.

#### **4.2.1 Buried Debris, Debris/Soil Piles, Evidence of Dumping, and/or Fill Material**

Trileaf observed renovation debris on the ground and within a trash container on the north side of the former preschool located on the Property. This debris is associated with the renovation of the bathrooms located within the former preschool building and should not pose an environmental concern at this time.

Trileaf observed a drainage area on the north side of the Property, near the former preschool area. This feature are not anticipated to pose an environmental concern at this time.

#### **4.2.2 Drains (other than municipal sanitary waste drains such as sinks, showers, and toilets)**

Trileaf observed a drainage area on the north side of the Property, near the former preschool area. This feature are not anticipated to pose an environmental concern at this time.

#### **4.2.3 Heating and Cooling Systems**

Trileaf observed ground-based HVAC units on the southwest portion of the Property. These features are not anticipated to pose an environmental concern at this time.

#### **4.2.4 Stained Surfaces and/or Stressed Vegetation**

Trileaf observed staining on the west side of the Property, which used to operate as a salvage vehicle storage area. This staining is most likely associated with general vehicular movement and is considered *de minimis*.

#### **4.2.5 Sources of Polychlorinated Biphenyls (PCBs)**

Historically, polychlorinated biphenyls (PCBs), a group of hazardous substances and suspected human carcinogens, were widely used as an additive in cooling oils for electrical components. Typical sources of PCBs can include elevators and hydraulic equipment.

PCBs were also added to dielectric fluid in some transformers. One (1) pole-mounted transformer that may contain PCBs was observed at the southeast corner of the Property. No labels indicating the presence of PCBs or lack thereof were observed on the transformer. The transformer appeared to be in good condition with no apparent staining. Although no PCB information was available, based on field observations, Trileaf does not consider this transformer to be an environmental concern for the Property at this time.

## 5.0 INTERVIEWS

Trileaf conducted and/or attempted to conduct the following interviews in relation to the Property. The contact information for and correspondence with (if applicable) those contacted is included in the [Interviews and Records Requests Appendix \(Appendix 9.6\)](#).

### 5.1 Interviews with Agencies and Individuals

<i>Summary of Interviews</i>			
<b>Title</b>	<b>Contact</b>	<b>Date(s) Contacted</b>	<b>Response Received?</b>
Owner	Harry Jong, LLC Mr. Harry Jong 808-218-1234	6/17/2021	No
Site Manager	N/A		No
Site Occupants	N/A		No
Local Government Officials and Records Requests	Hawaii Department of Health - Solid and Hazardous Waste Branch amy.liana@doh.hawaii.gov	6/8/2021	No
Local Government Officials and Records Requests	Hawaii Department of Health - Hazard Evaluation and Emergency Response MaeRose.Domingo@doh.hawaii.gov	6/8/2021	No
Other	N/A		No

## 6.0 VAPOR ENCROACHMENT

Trileaf has conducted a Vapor Encroachment Screen (VES) by evaluating historic and regulatory record sources along with soil, topographic, and groundwater data in the vicinity of the Property. The purpose of the VES is to determine the likelihood that Vapor Encroachment Conditions (VECs) exist at the Property. It should be noted that this VES was not conducted in full compliance with ASTM E2600-15; rather, this VES is the equivalent of a Tier 1 screening. Consideration of vapor encroachment consists of reviewing available information and use of professional judgment in determining 1) whether contamination is suspected in the soil and/or groundwater at, or near, the Property, and 2) whether identified contamination is suspected to exist within a 'Critical Distance' from the Property.

“Critical Distances”, as defined in ASTM E2600-15 Standard Guide for Vapor Encroachment Screening on Property Involved in Real Estate Transactions, refer to the maximum distances at which vapor encroachment may occur. These distances vary depending on topographic and hydrologic gradient, width of the contaminant plume, and type of contaminant known, or suspected, to exist. Generally, Critical Distances are 100 feet for non-petroleum contaminants of concern (COCs) and 30 feet for dissolved petroleum COCs. If a facility is beyond the critical distance, it is highly unlikely that a VEC exists. Consideration of topographic gradient is key to defining the Areas of Concern (AOCs) within which Critical Distances are applied. When plume data is not available, AOCs are used in lieu of Critical Distance to determine whether a VEC exists or not. According to ASTM E2600, the AOCs for these critical distances are as follows:

- 1,760 feet (1/3 mile) for contamination located up-gradient of the Property, except for dissolved petroleum hydrocarbons, which have a distance of 528 feet (1/10 mile),
- 365 feet for contamination located cross-gradient of the Property,
- 100 feet for contamination located down-gradient of the Property, with the exception of dissolved petroleum hydrocarbons, which have a distance of 30 feet. If non-aqueous phase petroleum hydrocarbons (LNAPL) are present, the 100-foot distance is utilized.

Based on the negative results obtained from a previous Phase II - Vapor Intrusion Assessment conducted on the Property in 2018 (see Section 3.2.2), this investigation has identified no potential VECs in connection with the Property.

## 7.0 NON-SCOPE SERVICES

No additional services were requested or provided for this Phase I ESA.

## 8.0 SUPPLEMENTAL INFORMATION

### 8.1 Purpose and Definitions

The purpose of this assessment is to identify RECs, including Controlled RECs (CRECs) associated with the Property and establish bona fide prospective purchaser liability protection and contiguous property owner liability protection in relation to the Property. ASTM E1527-13 defines the term “recognized environmental condition” as:

“...the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment...”

ASTM E1527-13 defines the term “controlled recognized environmental condition” as:

“...a recognized environmental condition resulting from a past release of hazardous substances or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority...with hazardous substances allowed to remain in place subject to the implementation of required controls...”

In addition, this assessment summarizes Historical RECs (HRECs) associated with the Property. ASTM E1527-13 defines the term “historical recognized environmental condition” as:

“...a past release of any hazardous substances or petroleum products that has occurred in connection with the property and has been addressed to the satisfaction of the applicable regulatory authority or meeting unrestricted use criteria established by a regulatory authority, without subjecting the property to any required controls...”

### 8.2 Detailed Scope-of-Services

On June 7, 2021, Ohana Pacific Bank contracted with Trileaf to conduct a standard Phase I ESA for the Property. Trileaf performed the following services:

- Site reconnaissance
- Records review of federal and state databases
- Review of previous environmental reports (when available)
- Interviews (where possible) and review of government records
- Review of historical topographic maps
- Review of historical aerial photographs
- Review of historical Sanborn fire insurance maps (when available)
- Review of city directories (when available)

The most recent U.S. Geological Survey topographic map is included in the [Site Vicinity Map Appendix \(Appendix 9.1\)](#). A site plan is also included in the [Site Plan and Other Maps Appendix \(Appendix 9.2\)](#).

### 8.3 Significant Assumptions

It is assumed that the direction of surface water flow in the vicinity of the Property approximates the direction of subsurface shallow groundwater flow in lieu of additional local shallow groundwater information; however, localized geologic characteristics and other subsurface conditions could alter the normally expected shallow groundwater flow direction. In order to more accurately determine the direction of local groundwater flow, subsurface water table measurements would be required.

### 8.4 Data Gaps, Limiting Conditions, Deviations, Deletions, and Exceptions

This assessment meets or exceeds the ASTM E1527-13 guidelines for typical scope and, where requested, non-scope considerations, and is intended to constitute all appropriate inquiry into the previous ownership and uses of the property consistent with good commercial or customary practice as defined at 42 U.S.C. Section 9601(35)(B). Non-scope conditions, as noted in Section 13 of ASTM E1527-13, may include, but are not limited to, an audit for regulatory compliance, a survey of ecological resources, endangered species, wetlands, or historic/cultural resources, assessments of indoor air quality, health and safety, or industrial hygiene, proximity to infrastructure releasing electromagnetic fields (EMF) or radiofrequency radiation (i.e. radiation emitted by certain antenna systems), or the presence of asbestos containing building materials (ACBMs), lead based paint, lead in drinking water, mold, or radon. No non-scope conditions have been evaluated.

The information presented in this report is compiled from a variety of sources over which Trileaf has neither affiliation nor control. Although these sources are considered reliable, no environmental site assessment can wholly eliminate uncertainty regarding the potential for RECs in connection with the Property. All appropriate inquiry does not mean an exhaustive assessment of a Property, rather, it is intended to reduce, but not eliminate, uncertainty regarding the potential for RECs in connection with a property.

This Phase I ESA is subject to the following data gaps, limiting conditions, deviations, deletions, and exceptions:

- Some historical records reviewed were not readily available in 5-year intervals or prior to first use of the Property. Although topographic maps date to the early 1900s, the use of the Property is not clear due to scale of the map, and the first available Sanborn map (dated 1942) depicts the Property as a vacant urban lot.

- Trileaf did not have access to the buildings located on the northwest portion of the Property. Additionally, the northern portion of the Property was under construction, preventing observations of the area. It should be noted that stored materials and indications of environmental concerns may be present in the areas not viewed during the site reconnaissance.
- Trileaf has not received a response to the Owner questionnaire.
- Trileaf was unable to obtain an interview from a local government authority.

It is Trileaf's opinion that none of the above-mentioned data failures, data gaps, limiting conditions, deviations, deletions, and exceptions have significantly affected Trileaf's ability to identify RECs in connection with the Property.

### **8.5 Special Terms and Conditions**

There were no special terms or conditions involved with this assessment.

### **8.6 User Reliance**

This report may be relied upon by Ohana Pacific Bank only. Reliance on this document by any other party is forbidden without the express written consent of Trileaf in the form of a signed Reliance Letter and that party's acceptance of mutually agreeable terms and conditions. Use of this report for purposes beyond those reasonably intended by Ohana Pacific Bank and Trileaf will be at the sole risk of the unintended user.

This report is based on the best current available information and prepared in accordance with generally accepted practices in the field of environmental consulting. Trileaf is not responsible for independent conclusions or recommendations made by others based on the data presented in this report.

## 8.7 References

### ASTM E1527-13

Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process

Designation: E1527-13

ASTM International

100 Barr Harbor Drive

West Conshohocken, PA 19428-2959

### Environmental Database Resources

6 Armstrong Road, 4th Floor

Shelton, CT 06484

<http://edrnet.com>

### Hawaii Solid and Hazardous Waste UST/LUST Online Database

<https://health.hawaii.gov/shwb/ustlust-data/>

### Geologic map and guide of the Island of Oahu, Hawaii: Hawaii Division of Hydrography, Bulletin 2, scale 1:62,500, (1939)

<https://mrdata.usgs.gov/geology/state/state.php?state=HI>

### Previous Phase I

Phase I ESA, dated November 22, 2017, prepared by Trileaf Corporation on behalf of Ohana Pacific Bank

### Previous Phase II

Phase II ESA - VI Assessment dated January 2, 2018 prepared by Trileaf Corporation on behalf of Ohana Pacific Bank

### U.S. Geological Survey

Schofield Barracks Quadrangle, Hawaii – 7.5-Minute Series (2017)

<https://viewer.nationalmap.gov/>

[basic/?basemap=b1&category=ustopo&title=US%20Topo%20Download#startUp](https://viewer.nationalmap.gov/basic/?basemap=b1&category=ustopo&title=US%20Topo%20Download#startUp)

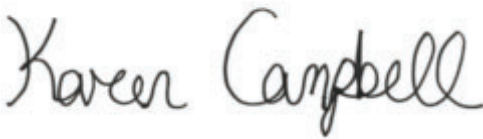
## 8.8 Signature(s) of Environmental Professional(s) & Others

The following environmental professionals and others of Trileaf participated in the writing of this report. This Phase I ESA was performed in accordance with the generally accepted practices in the field of environmental consulting. The analysis and recommendations indicated in this report are based upon the best current available information that could be obtained in the specified time frame. Trileaf assumes no liability for independent conclusions or recommendations made by others in conjunction with the data presented in this report.



Kenia Ampuero  
Project Scientist II

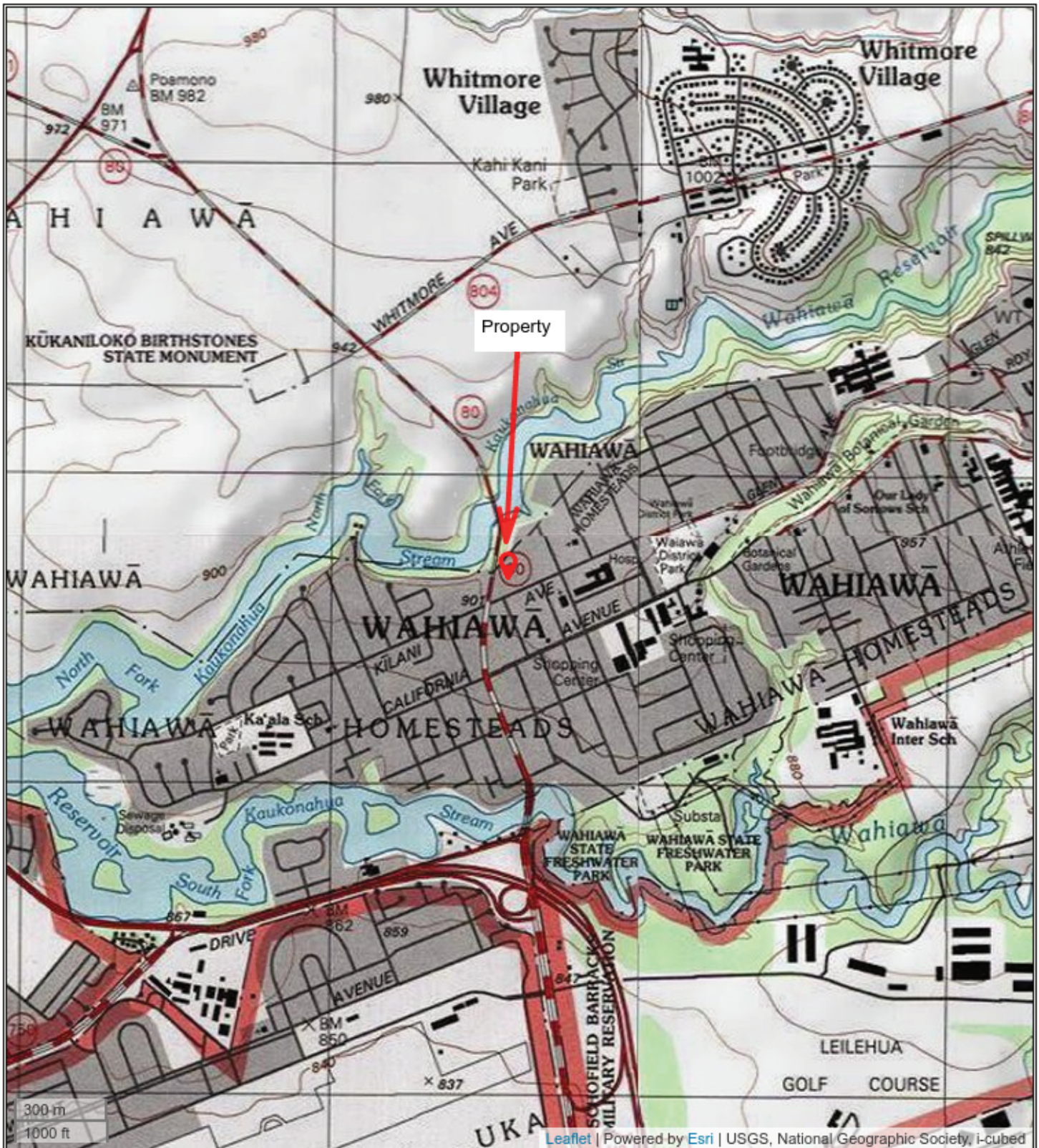
I declare that, to the best of my professional knowledge and belief, I meet the definition of Environmental professional as defined in § 312.10 of 40 CFR § 312. I have the specific qualification based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. I have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.



Karen Campbell  
Assistant Project Manager II  
Environmental Professional

Resumes of the environmental professionals and others who participated in the preparation of this ESA are included in [Qualifications of Environmental Professionals and Others Appendix \(Appendix 9.10\)](#).

**Appendix 9.1**  
Site Vicinity Map



**Site Vicinity Map**

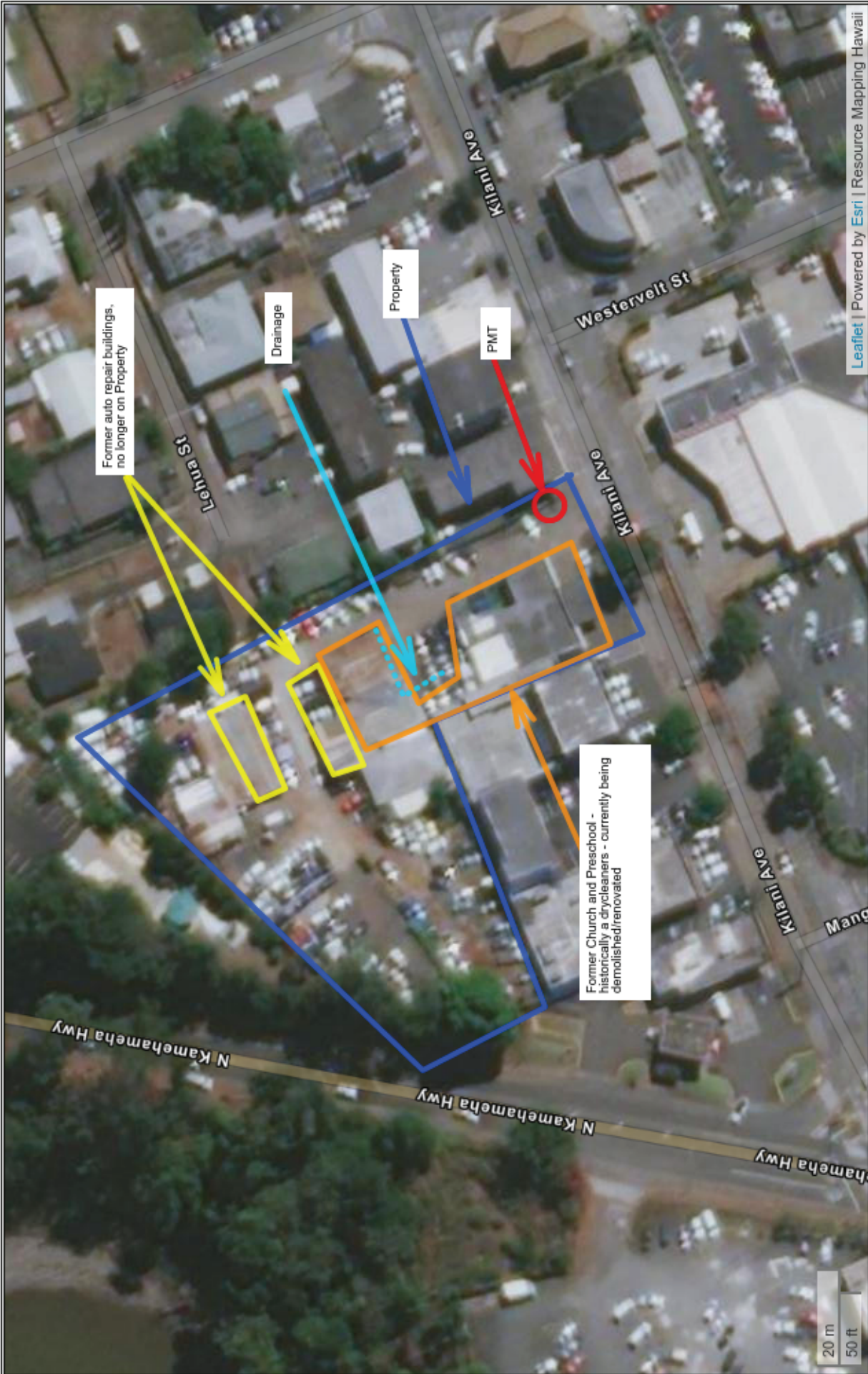
650 and 656 Kilani Avenue  
 Wahiawa, Hawaii 96786  
 Schofield Barracks Quadrangle,  
 Latitude: 21.499071 Longitude: 158.028986



North



**Appendix 9.2**  
Site Plan and Other Maps



Leaflet | Powered by Esri | Resource Mapping Hawaii



**Site Plan**

650 and 656 Kilani Avenue  
Wahiawa, Hawaii 96786



**Site Plan - Vicinity**

650 and 656 Kilani Avenue  
Wahiawa, Hawaii 96786



North



# ADC Egg Cracking Facility Update

Prepared by University of Hawai'i Community Design Center

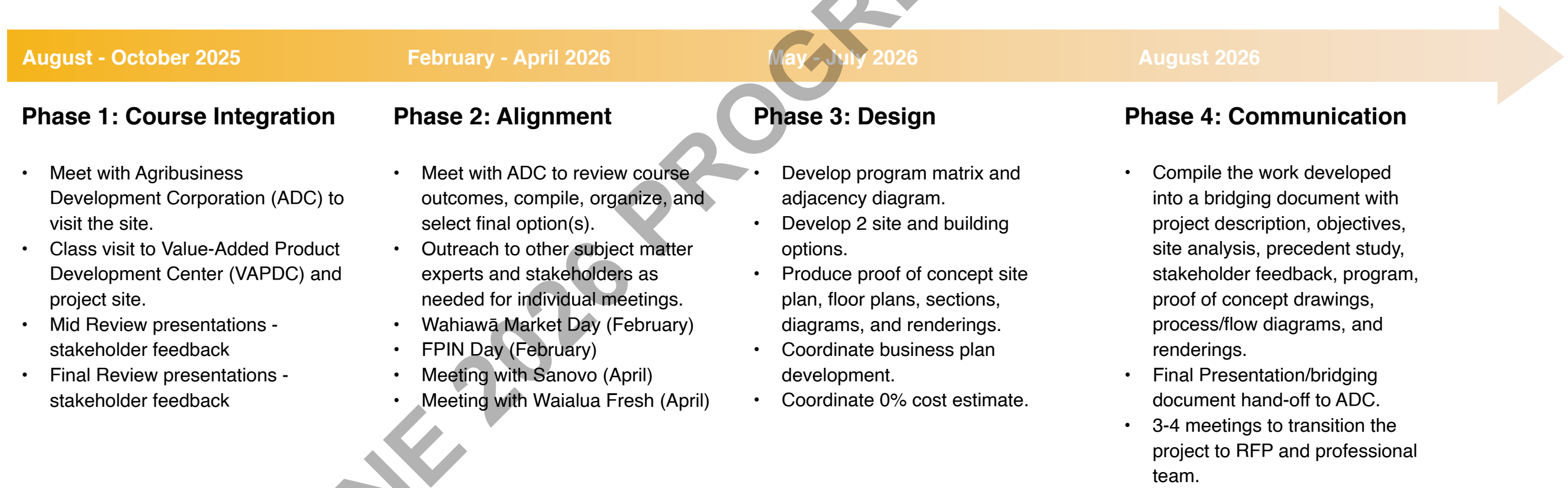
June 01, 2026

JUNE 2026 PROGRESS

## Agenda

- Project timeline
- Goals and objectives
- Project information
- Property Information
- Student work + stakeholder feedback
- Program inventory
- Egg data
- Egg cracking facility layouts
- Next steps

JUNE 2026 PROGRESS



## Goals and objectives

- Provide site analysis, stakeholder outreach, program adjacencies, and proof of concept site plan, floor plans, sections, and renderings for an egg cracking facility.
- Inform CIP requests for land acquisition, planning, design, and construction.
- Provide a bridging document for future professional teams.
- Maximize local egg production in Hawai'i.

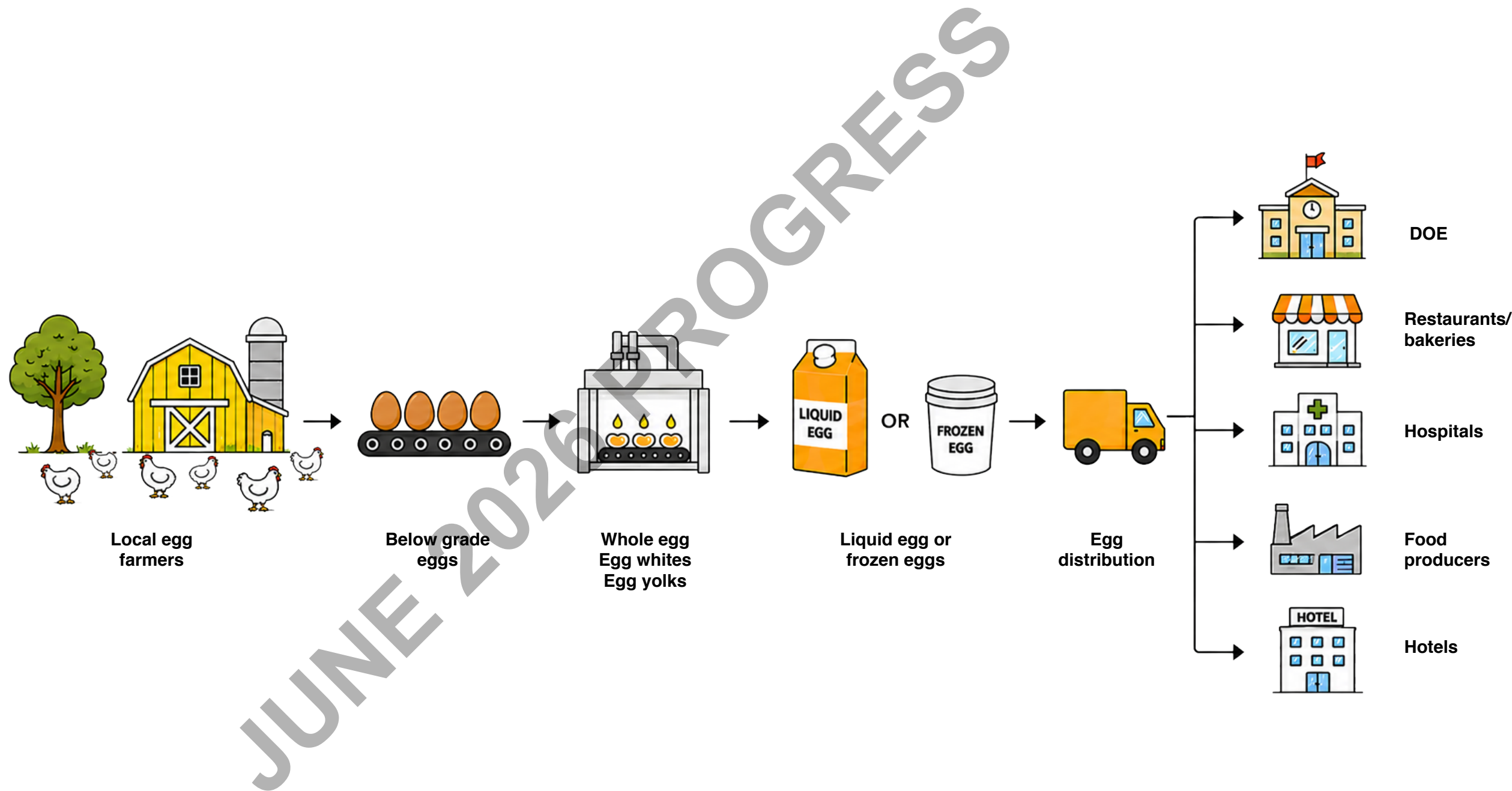
JUNE 2026 PROGRESS

BACKGROUND

# Project Information

**Project Description:**

The State of Hawai'i is interested in developing an egg cracking facility to support egg farmers and food producers across Hawai'i. The egg cracking facility would take the below grade eggs from local egg farmers and turn it into liquid egg products for restaurants, food producers, and the Department of Education. "The Department of Education uses an average of 2,400 pounds of liquid egg every month for school breakfast meals. Having large scale local suppliers will be crucial to ensure that the demands of our Regional Kitchen are met." The project also explores the co-location of workforce housing on the proposed site.



BACKGROUND

# Proposed Location

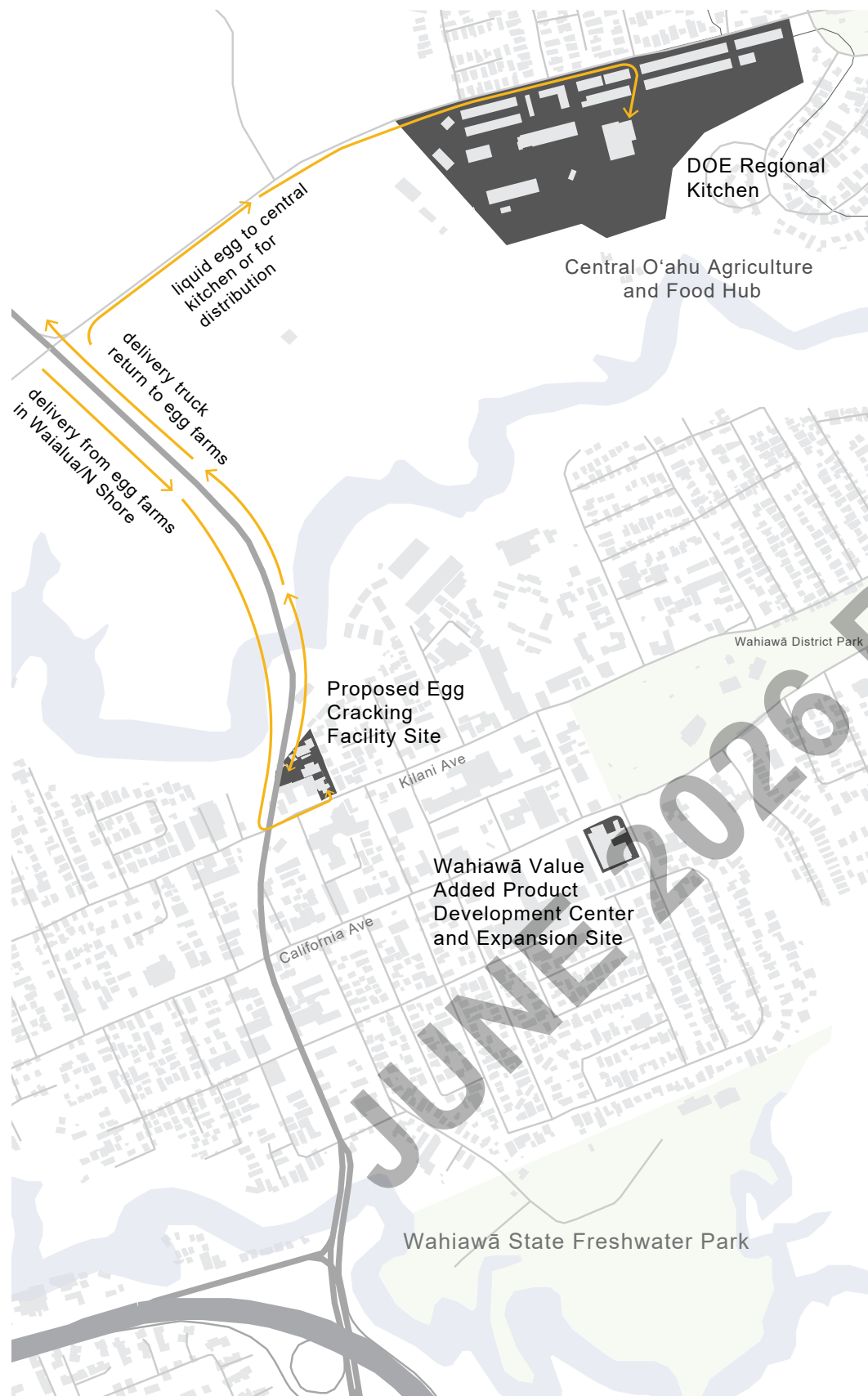
Located within Wahiawā’s emerging agricultural and industrial corridor, the project site is strategically positioned between newly established food production, processing, and distribution infrastructures that are a part of the broader Agribusiness Development Corporation vision for Central O’ahu.

The Central O’ahu Agriculture and Food Hub is a regional center that supports food aggregation, processing, storage, packaging, workforce development, and agricultural innovation. A key component of the hub is the DOE Regional Kitchen, a centralized food preparation and distribution facility which aims to increase the use of locally grown food in school meals while creating a more efficient and reliable system for sourcing, preparing, and distributing food to students.

The Wahiawā Value Added Product Development Center promotes local food manufacturing and entrepreneurship by providing commercial kitchens, food safety certification support, product incubation space, technical assistance, and opportunities for local producers to scale value-added products for wider distribution.

The proposed egg cracking facility is envisioned as a specialized food processing that will take shell eggs from local farms and process them into liquid egg products that can be used by schools, hospitals, restaurants, bakeries, hotels, and large-scale food service providers.

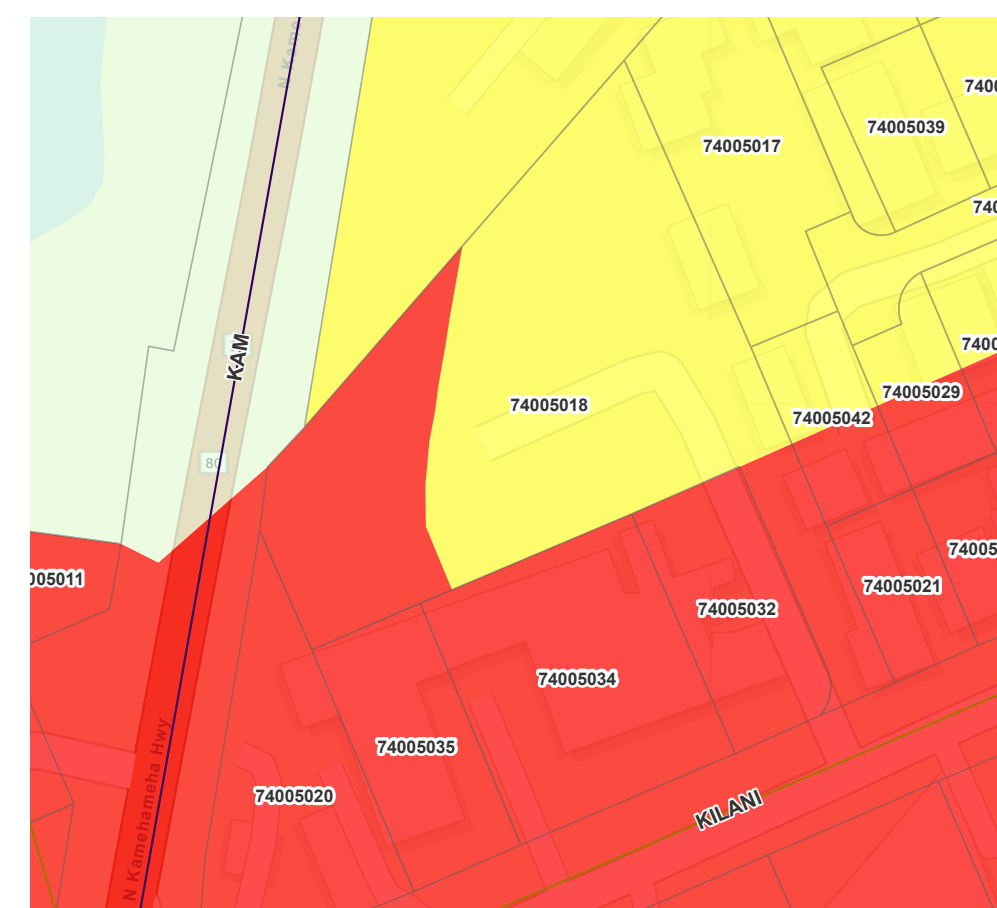
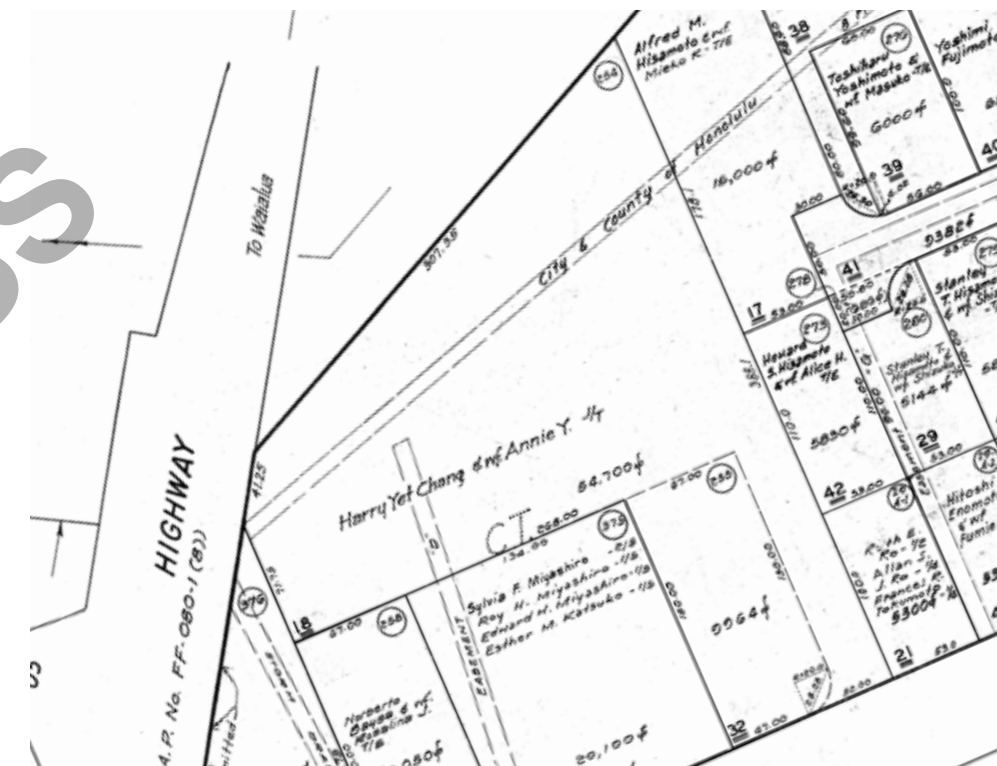
Together, these facilities establish an ecosystem that links agricultural production with food processing, business development, and regional distribution infrastructure for the state of Hawai’i.



BACKGROUND

# Property Information

**TMK:** 74005018, 74005032  
**Project Location:** 656 Kilani Avenue, Wahiawā, HI 96786  
**Property Description:** Residential A, Commercial  
**Fee Simple Owner:** Chiu, Yi Sun Tr  
**Client Requesting Due Diligence:** No  
**Land Area:** 1.26 acres (54,700 SF), 0.23 acres (9,964 SF)  
**Flood Zones:** D- undetermined  
**Tsunami Evacuation Zone:** No  
**Slide Area:** No  
**State and Use Designation:** Urban District  
**Important Agricultural Lands:** No  
**Conservation District:** No  
**Development Plan Area:** Central O'ahu  
**SMA:** Not in SMA  
**Zoning (LUO):** R-5 Residential , B-2 Community Resilience  
**Min. lot area:** 5,000 SF (R-5); None, except dwellings = 5,000 SF (B-2)  
**Min. lot width:** 50 FT (R-5)  
**Min lot depth:** 100 FT (R-5)  
**Street setbacks Front, Side and Rear:** 10 FT Front, 5 FT Side, 10 FT Rear (R-5); None, 10 FT if abutting residential (B-2)  
**Max building area:** 50% (R-5); Controlled by FAR, 2.5 (B-2)  
**Max height:** 25 FT, or 30 FT with pitched roof (R-5), 60 FT (B-2)  
**Height setback:**  
**Parking Requirements (typ 90 degree):**  
 Residential - 2 per dwelling  
 Retail - 1 per 300 SF GFA  
 Office - 1 per 400 SF GFA  
 Restaurant - 1 per 100-150 SF dining area  
 Stall dimensions: 8.5 FT x 18 FT (standard)  
 7.5 FT x 16 FT (compact, 40%)  
 Aisle width: 24 FT  
 Bike parking: 1 per 5,000 SF (Non-Residential); 1 per 2 units (Residential)  
 Electric vehicle: EV-ready spaces required (25% for >100 stall lots)  
 Car sharing: Allowed as substitution for some required stalls

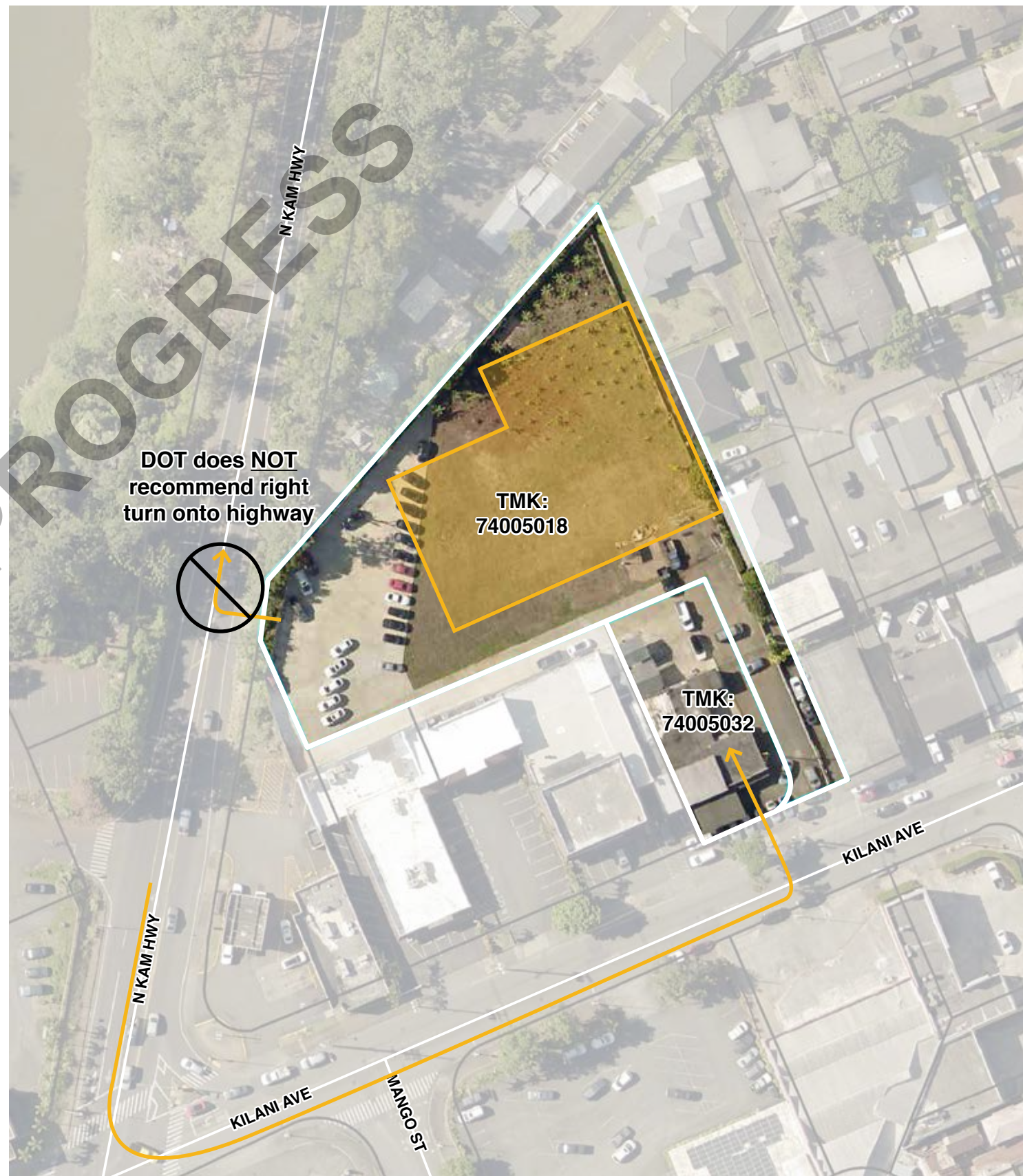
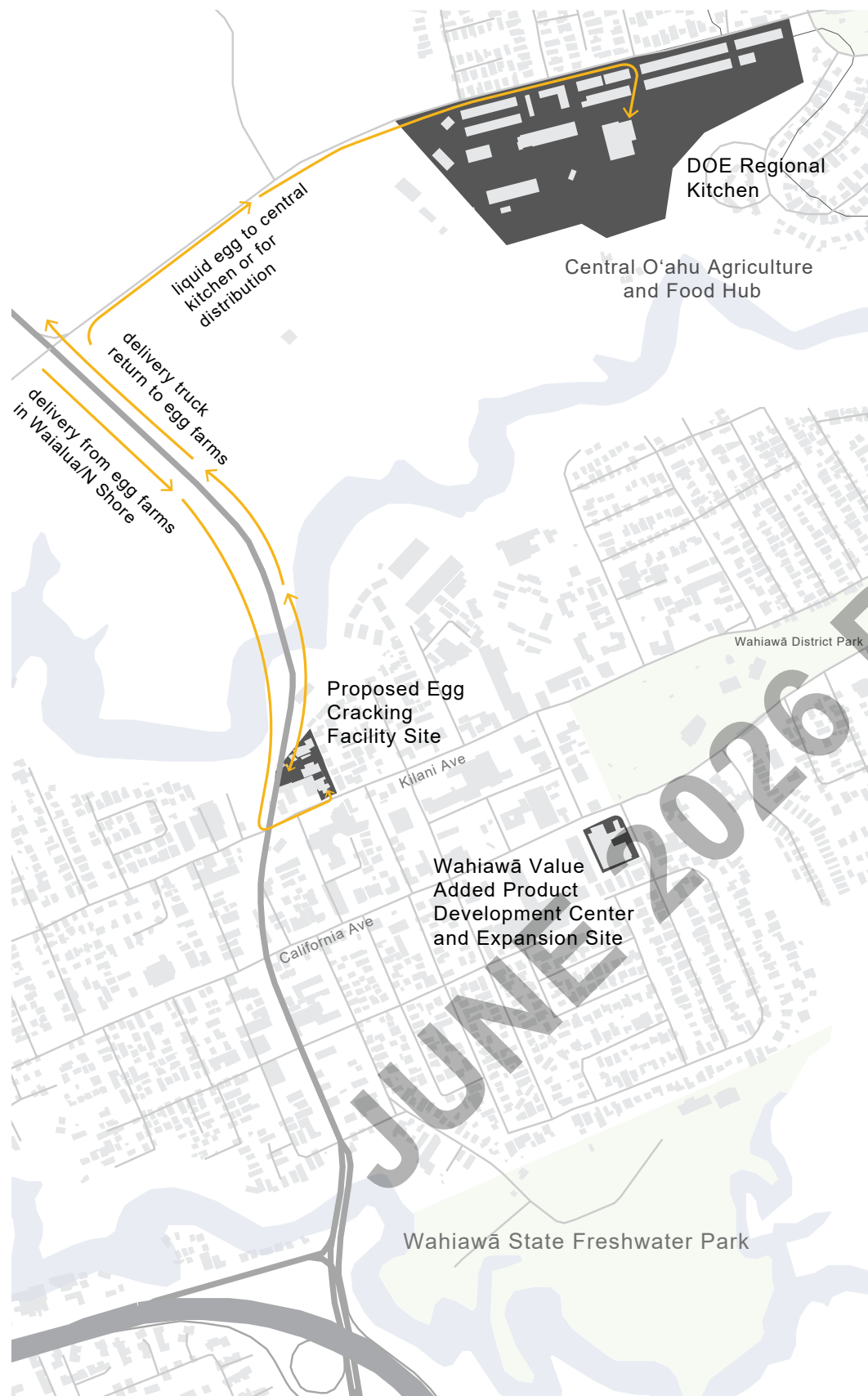


BACKGROUND

# DOT Recommendation

DOT does not recommend allowing the additional driveway access onto Kamehameha Highway. Kamehameha Highway is a principal arterial carrying high traffic volumes. Adding another access point in this segment would increase conflicts with through-traffic and turns out of the driveway.

DOT recommends the continued use of the access from Kilani Avenue, a side street that connects to the highway corridor. It keeps facility trucks separated from the higher-volume, through-traffic on Kamehameha Highway.



ENGAGEMENT

# ARCH 416 Student Showcase and Stakeholder Engagement

Over eight weeks, the Fall 2025 ARCH 416 studio have developed design proposals for the Egg Cracking Facility.

The student showcase, held on October 15, 2025, at the Wahiawā Value-Added Product Development Center, provided an opportunity for attendees to engage directly with the students, gain insight into their design visions, and offer constructive feedback. The class received feedback from stakeholders representing: VAPDC, UHCC, ADC, Senator Donovan Dela Cruz, Department of Health, food producers, food consultants, Leilehua Alumni Association, and Waiialua Fresh.

**Stakeholder Attendees:**

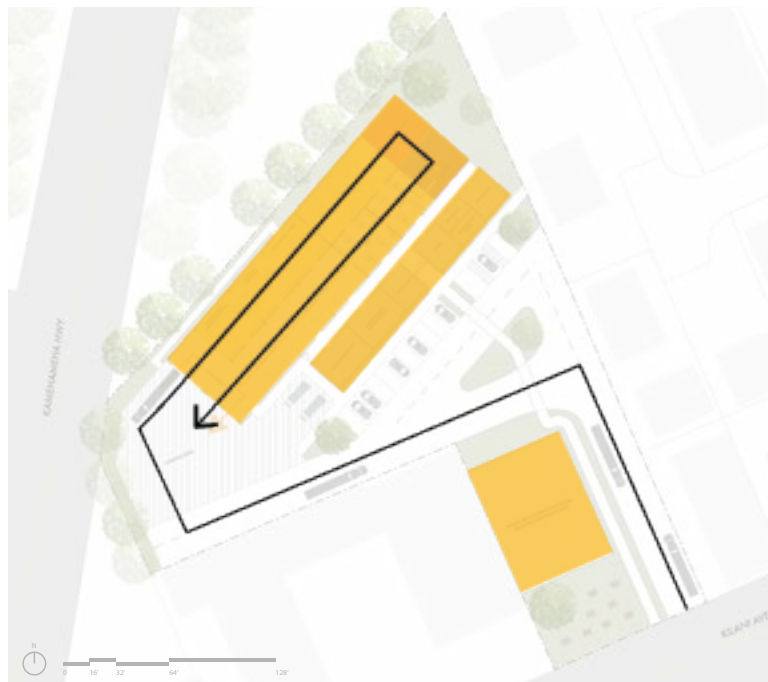
- Donovan Dela-Cruz, Senator, Wahiawā
- Chris Bailey, VAPDC
- Avery Barry, General Manager, Waiialua Fresh Eggs
- Ken Nakamoto, Property Manager, ADC
- Anela Akana, Climate-Resilient Food and Product Innovation Network Manager
- Denise Yoshimori-Yamamoto, UH Community Colleges
- Kathy Ho, Deputy Director for Environmental Health, Department of Health
- Poni Askew, Executive Director, Cultivate Hawai'i Workforce Development Collaborative
- Lia Tengan, Secretary, Leilehua Alumni and Community Association
- Carolyn Hayashi, President, Leilehua Alumni and Community Association
- Danny Rubenstein, Strategic Advisor, DRCNOW



# ARCH 416 Student Work Overview

## Side by side Bars

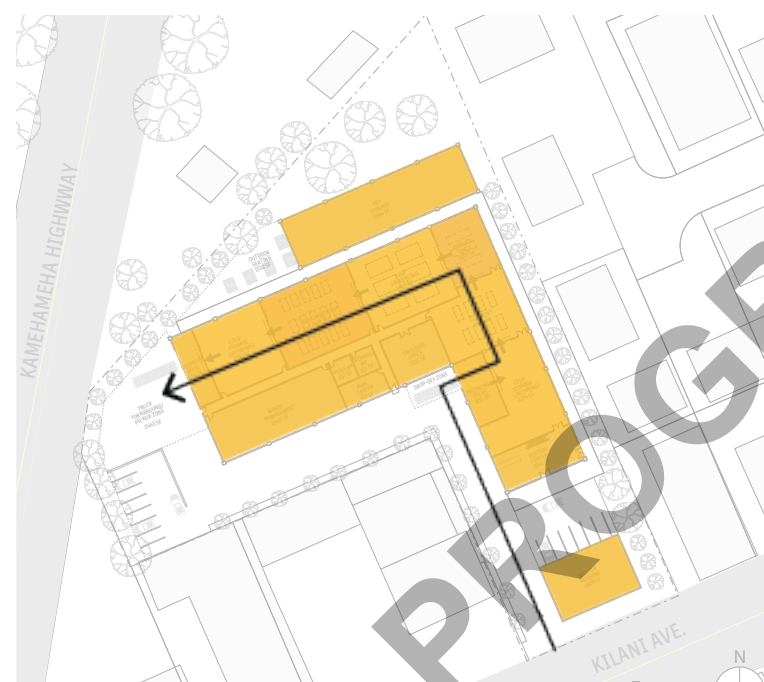
- Consolidates services into two streamlined, linear workflows
- Keeps noise and loading area away from residences



Student work by: Allyssa Baldoria and Julieanna Coloma

## L-Shaped Spine

- Directs services along an L-shaped processing path
- Buffers all noise from residential, but vehicle circulation is tight.



Student work by: Christopher Lopes and Joseph Contreras

## Donut

- Organizes services into a circular workflow



Student work by: Geosa Aquisay and Ethan Ching

## Community-Engaged Front

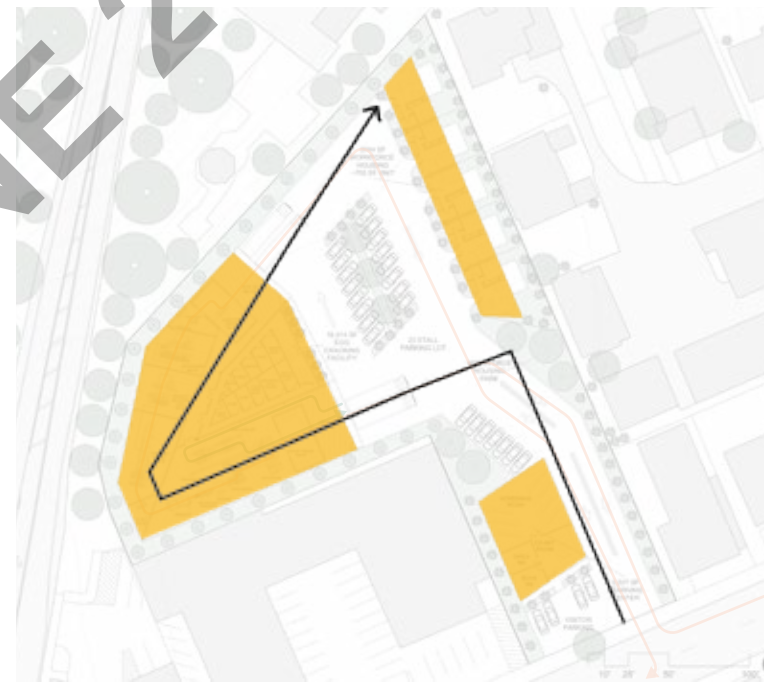
- Places public-oriented services in the front
- Loading dock at the back of the side, still adjacent to residential



Student work by: Kaleb Camacho and Felicia Ang

## Three Zones

- Surrounds a central parking lot by three different zones



Student work by: Reese Alipaz and Michael Bautista

ENGAGEMENT

# UHCDC Stakeholder Outreach

On February 21, 2026, UHCDC participated in the Wahiawā Market Day held at the Wahiawā Value-Added Product Development Center. The event showcased locally grown and produced foods, artisans, and other products to support O'ahu food producers, farmers, and other local businesses.

UHCDC participated in the event to gather feedback from food producers and community members about the Egg Cracking Facility, including the proposed site, potential food production goals, and additional considerations for the project.



Building on outreach efforts from the Wahiawā Market Day, UHCDC also participated in the inaugural Food and Product Innovation Network (FPIN) Day at the Capitol on February 25, 2026. The event brought together exhibitors, partners, and stakeholders to showcase the collective impact of Hawai'i's food and production innovation ecosystem.

UHCDC continued to gather feedback from food producers, community members, and stakeholders to better understand industry needs, community interests and concerns, and considerations that could help guide the Egg Cracking Facility's development.



PROOF OF CONCEPT STUDY

## Egg Cracking Facility

In order to support egg-farmers and food producers statewide, the Agribusiness Development Corporation (ADC) contracted the University of Hawai'i Community Design Center (UHCDC) to develop a proof of concept study for an Egg Cracking Facility. The facility will allow egg farmers to turn below grade eggs into liquid and frozen egg products to meet the demand for local eggs by the Department of Education (DOE) and other food producers.

The DOE alone projects the need for over 70,000 eggs every week for school meals.



Images generated by OpenAI's ChatGPT, February 19, 2026. Prompts as written and images from Google AI and Ebnor Ching also generated by OpenAI's ChatGPT.



PROOF OF CONCEPT STUDY

## Share your feedback:

How can an egg cracking facility support your food production goals?

10 chickens today. Small egg farmers don't need but good idea.

What should the UHCDC team consider for the egg cracking facility?

Proposed Site

The current proposed site is at 656 Kilani Avenue, Wahiawā, HI, comprised of two TMKs 74005018, 74005032.



Site comments:

- Traffic
- Road too narrow
- Eggs not issue 7-Eleven has highway access Traffic AM + 2-3 PM
- There was a famous Misocho Market, look-up.
- Talk to Keoni Alo Hospital (Queens)
- Great idea, love what you're doing
- There is an eye center, Elmo Cafe + Hawaiian Vinegar is there.

PROOF OF CONCEPT STUDY

## Egg Cracking Facility

In order to support egg-farmers and food producers statewide, the Agribusiness Development Corporation (ADC) contracted the University of Hawai'i Community Design Center (UHCDC) to develop a proof of concept study for an Egg Cracking Facility. The facility will allow egg farmers to turn below grade eggs into liquid and frozen egg products to meet the demand for local eggs by the Department of Education (DOE) and other food producers.

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PROOF OF CONCEPT STUDY

## Share your feedback:

How can an egg cracking facility support your food production goals?

Something that could be expanded and reach more communities (long-term)

What should the UHCDC team consider for the egg cracking facility?

- Used to have an egg facility in Kalaheo, near Dole
- Find a way to separate yolks from whites for baking or sauces
- How many eggs are wasted every week?
- What happens to below grade eggs currently?
- Love the idea!
- A lot of feral chickens. Can this facility address that? There is a bit to collect chickens.
- Think of cost of transportation, extra handling (economic analysis, advantages vs disadvantages)
- Good idea! Helps the farmers.
- Great! Wish you luck!

Proposed Site

The current proposed site is at 656 Kilani Avenue, Wahiawā, HI, comprised of two TMKs 74005018, 74005032.



Site comments:

- Medical MJ processing (Aloha Care) is near the site
- Place in central area, near schools
- Closer to primary egg production sources
- Tolu maker used to be here, find out if he's still there
- Look at alternative sites, closed to egg producers
- High traffic along intersection

# Showcase/Stakeholder Feedback

## Site + Context

### History of Place

- **Resonate with the historical background of Wahiawā.** This is to honor place, space, and history, predating the pineapple cultivation.

### Site Planning

- Prior to construction, there is a need to assess the site for **potential contaminants (e.g. oil spills)**. Remediation may be required.
- **The site must be secured.** Determine fencing and interfaces with adjacent residential properties to balance security with neighborhood integration.
- Pay attention to native plants, existing conditions, and other landscape considerations to ensure cultural and environmental integration into the site.
- Research prior and existing site uses to understand infrastructure capacity and zoning constraints.

## Traffic + Accessibility

- **Accommodate for vehicle circulation.**
- Verify the turning radius to ensure 40-foot trucks and semi trucks can enter, turn, and exit the site safely.
- Parking demand in this area is high. **Include more parking** spaces for the public, commercial loading/unloading spaces, and accommodate for the elderly/aging visitors.
- Be sensitive to traffic impact especially during afternoon peak hours.
- High traffic volumes at nearby intersections may affect circulation and require careful planning.
- Deliveries might be once or twice a day due to limited egg farmers. Distribution would likely be through the Central O'ahu Agriculture and Food Hub.

## Users + Community Roles

- Consider end users: small egg farmers are not likely to utilize the facility due to scale mismatch.
- This could be impactful for farmers at larger or regional scales and may support long-term community-serving functions.
- Collect baseline data on egg waste (e.g. weekly volume and current handling of below-grade eggs).

- Look into previous egg facility models (e.g. former Kalihi facility).
- Assess alternative sites, including those near schools or institutional uses.
- Consider siting the facility closer to egg producers to reduce transportation impacts.

## Spatial + Structural Opportunities

### Building Shape and Size

- **Consider building up by adding another story** to allow for vertical expansion opportunities. For example, maximizing height could aid cold storage by increasing storage volume and energy efficiency.
- Pay attention to interior building elements (e.g. window frames, door sizes, etc). For instance, one of the stakeholders recommended the use of slender window frames. Or, adding doors between offices and staff rooms to create separation.

### Circulation

- **Interior circulation should clearly separate public, staff, and processing spaces** to maintain cleanliness where appropriate. For example, create a catwalk or dedicated hallway to improve circulation between the processing spaces and the dry storage space.
- Containment and airlocks/safety buffer zones are critical to prevent cross-contamination.
- Validation and allergen-sensitive spaces must be isolated.

## Programming

### Program Organization

- **A larger cold storage** was identified as an essential program element, and a frozen area for eggs was suggested to improve shelf life.
- A **visitor/education center and public viewing spaces** (for example, to view egg cracking) should be **integrated to support education and tourism**. This will teach them about food systems and processing impacts.
- Create learning opportunities tied to operations. For instance, supervised viewing of the egg cracking process.
- Shift employee zones and waste management away from public areas.
- Sanitation locations for staff must be carefully sited.
- Preserve flexible square footage to allow future opportunities and larger volume uses.

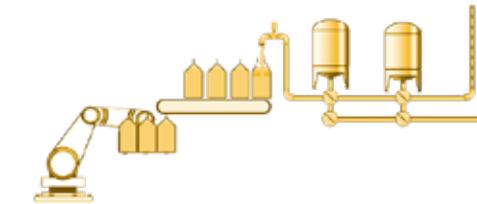
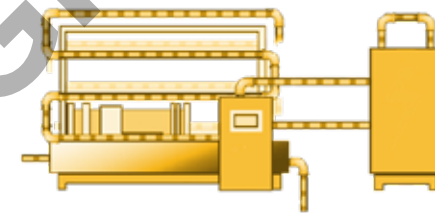
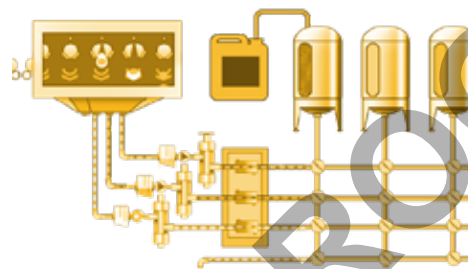
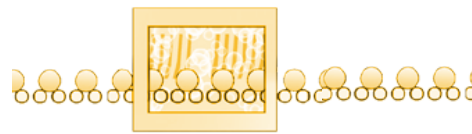
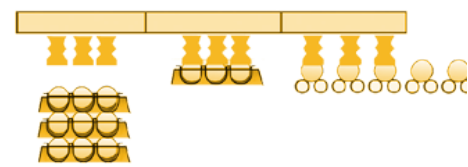
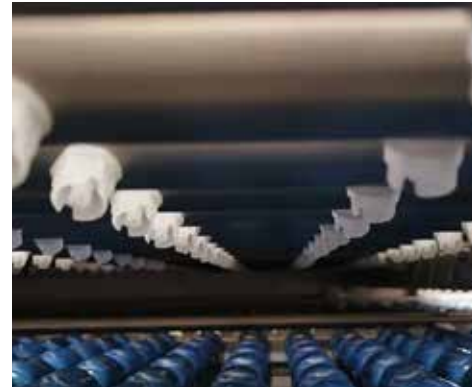
## Environmental, sustainability, and infrastructure needs

- **Consider on-site power strategies** (for example, solar panels).
- **Plan for wastewater containment and treatment.** Waste management facilities must be located away from places of worship and residential interfaces, with clear containment and odor/noise control measures.
- Identify where animal waste (if a slaughter facility is included) will be handled and how it will be treated or removed.
- **Implement noise mitigation strategies** such as greenscape buffers to minimize noise impact on neighboring properties (e.g. residential homes, temple, etc). Noise is typically generated by loading/unloading equipment, commercial operations, etc.

## Regulatory, outreach, and external coordination

- Consult local ordinances and operational restrictions to determine allowable work hours and scheduling.
- The **Senator's team suggested contacting the Department of Transportation to assess the feasibility of a secondary entrance** along North Kamehameha Highway.

# Liquid Egg Processing



**Loading**

The loading area functions to receive, inspect, and introduce shell eggs to the production line. It features temperature-controlled receiving bays and automated de-palletizers that feed the shell eggs smoothly into candling, washing, and breaking machines.

**Requires 3 staff/employees**

**Washing**

The washing area serves as the initial sanitation stage where shell eggs are cleaned by removing dirt, debris, and potential contaminants from the shell surface, supporting food safety and regulatory compliance. This controlled environment helps reduce contamination risks and ensures eggs meet sanitary standards before processing.

**Requires 1-2 staff/employees**

**Breaking and Liquid Processing**

The breaking and liquid processing area functions as the core production zone where shell eggs are cracked, separated, filtered, and blended into liquid products (e.g. whole egg, egg white, or egg yolk). Designed for hygienic and efficient operation, this area includes equipment for separating shells, removing impurities, and preparing products for pasteurization. As the central processing stage, this space drives the facility's primary manufacturing function.

**Requires 3 staff/employees**

**Pasteurization**

The pasteurization area houses equipment used to heat-treat liquid egg products to eliminate harmful pathogens while preserving nutritional quality and product functionality. This stage is a critical food safety step required before packaging. The area is designed to carefully regulate temperature and processing times to ensure compliance with food safety standards. Proper pasteurization helps extend shelf life while maintaining the integrity of liquid egg products.

**Requires 2-3 staff/employees**

**Filling and Packaging**

The filling and packaging room serves as the final production stage where processed liquid egg products are transferred into containers or bags and sealed for distribution. This area is designed to maintain sanitary conditions to protect product quality and minimize contamination risks after pasteurization. Packaging operations may support a range of formats, including bulk, food service, and retail products.

**Requires 3-4 staff/employees**

**CIP (Clean-in-Place) Area**

The CIP area houses systems used to sanitize processing equipment, tanks, and piping. It supports automated cleaning cycles that are critical to maintaining hygienic production conditions and preventing contamination between processing runs.

**MCC (Motor Control Center) Panel**

The MCC panel room contains the motor control center responsible for managing electrical distribution and operational controls for production equipment. This area supports centralized monitoring and power management for systems such as pumps, conveyors, pasteurization units, and processing equipment.

**SCADA**

The SCADA (Supervisory Control and Data Acquisition) room serves as the control center for monitoring and automating facility operations. Through digital systems, operators can track key production metrics such as temperature, pressure, flow rates, and equipment performance in real time.

**USDA**

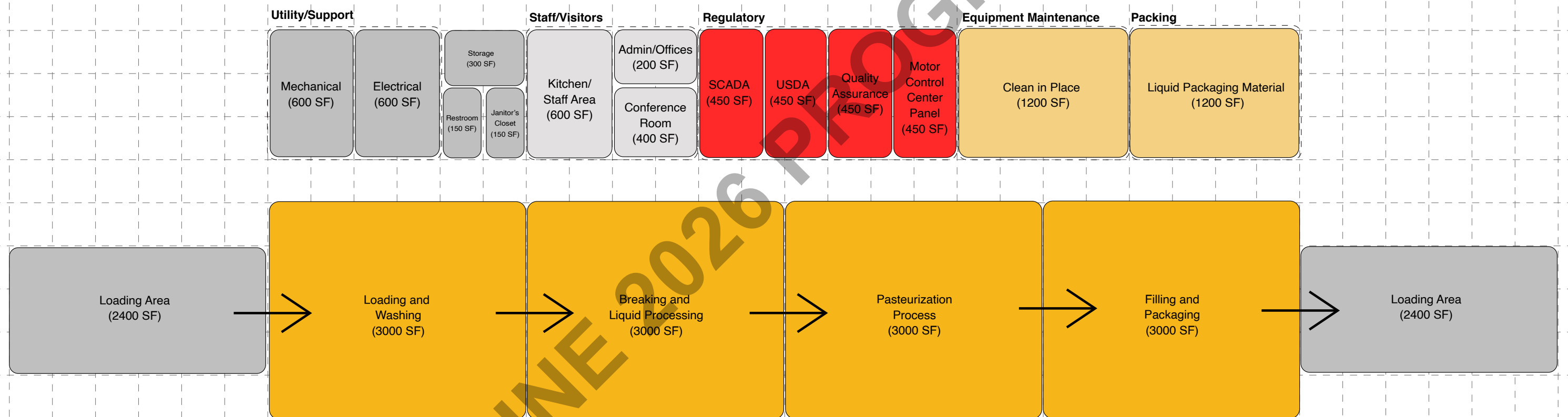
The USDA office provides dedicated workspace for regulatory personnel responsible for overseeing food safety, sanitation, and compliance within the facility. The office supports adherence to liquid egg processing standards and regulatory requirements.

**Quality Assurance (QA)**

The QA area supports product testing, sampling, and verification processes throughout production. This space is used to assess product consistency, food safety, and compliance with pasteurization and liquid egg processing standards.

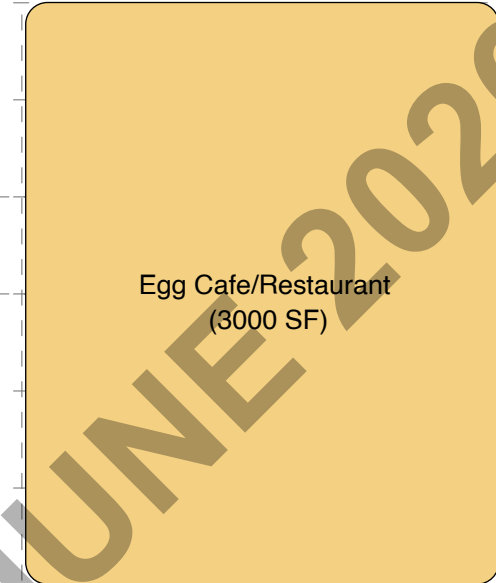
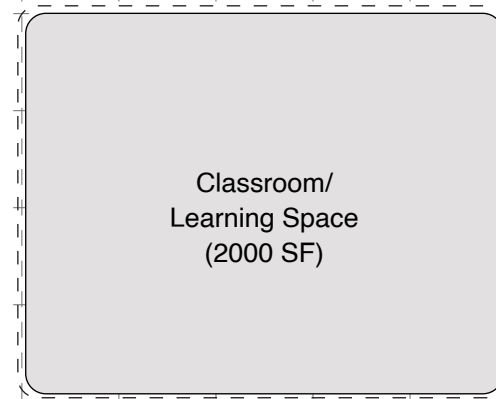
# Generic Program

Facility Size  
~22,000 SF

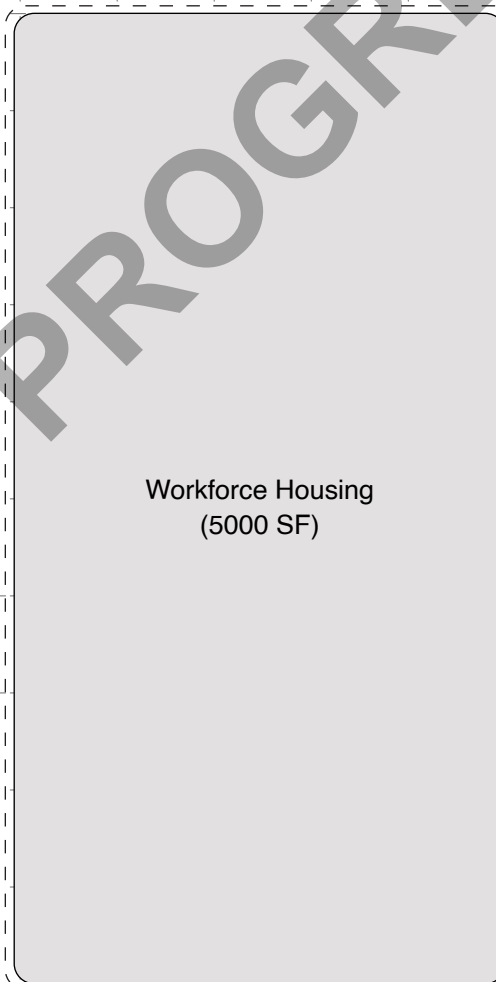


# Based on stakeholder input, additional programs

Staff/Visitors



Staff



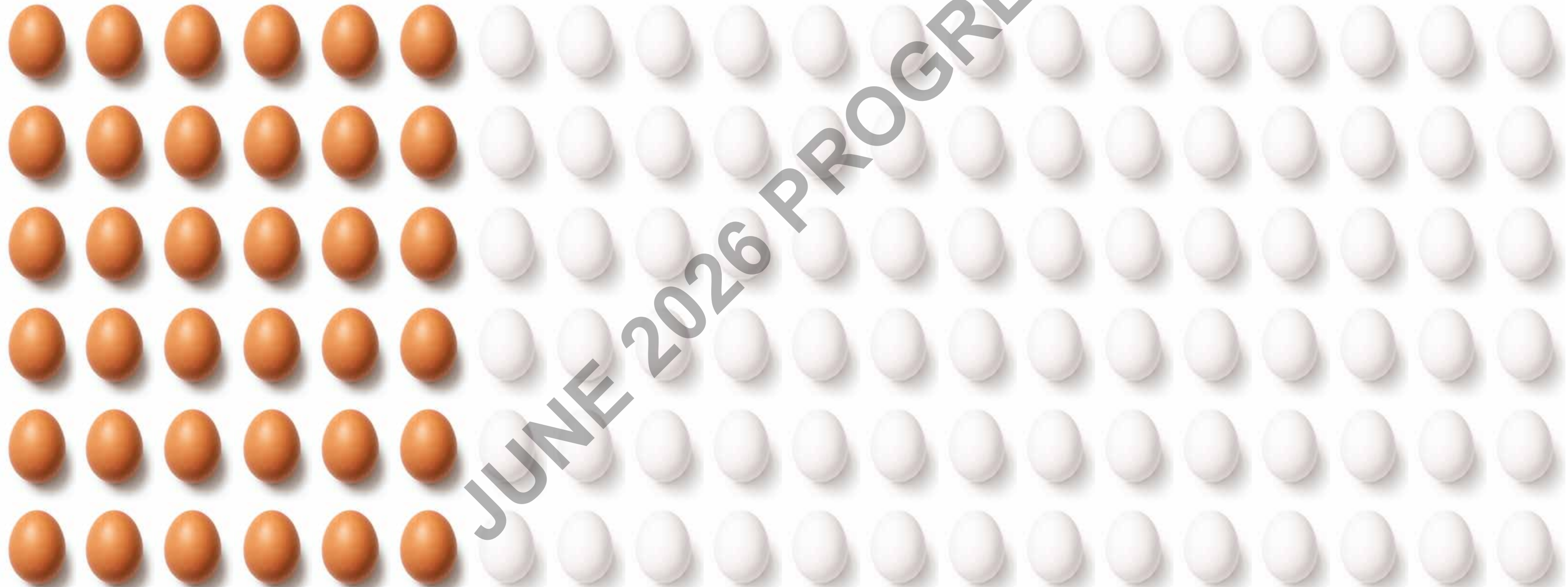
JUNE 2026 PROGRESS

# Egg Consumption in Hawai'i

≈ 1.2 million eggs consumed daily  
*if everyone in Hawaii eats 0.75 eggs per day*

Population adjusted for tourism ≈ 1.65 million x 0.75 eggs per person per day (USDA)

\*\*\*Each egg represents 10,000 eggs consumed daily

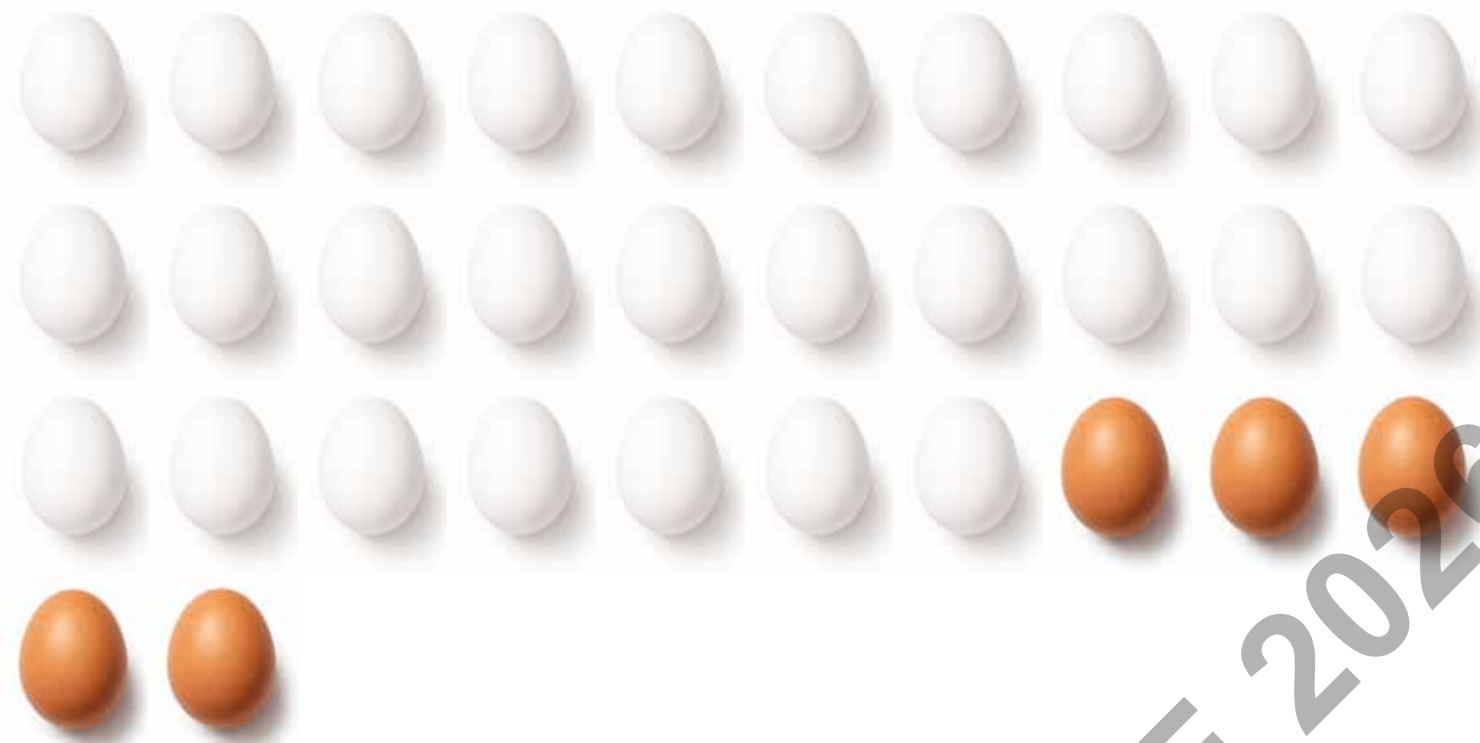


**360,000** eggs are consumed as liquid, frozen, or powdered egg.

**840,000** eggs are consumed as shell eggs.

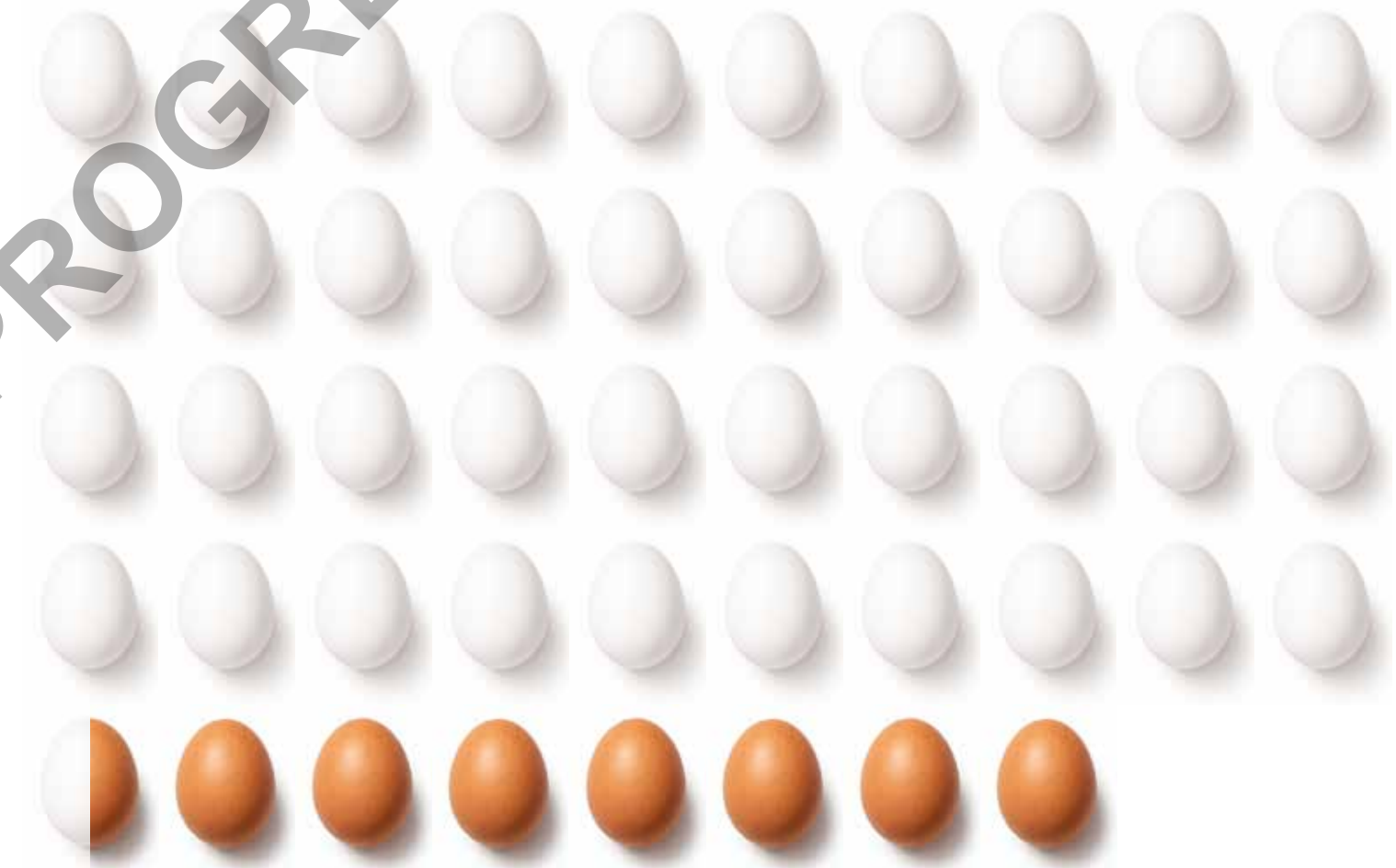
# Waialua Fresh Breaker Egg Supply

## Current Production



~50,000 below grade eggs/day

## Projected Expansion

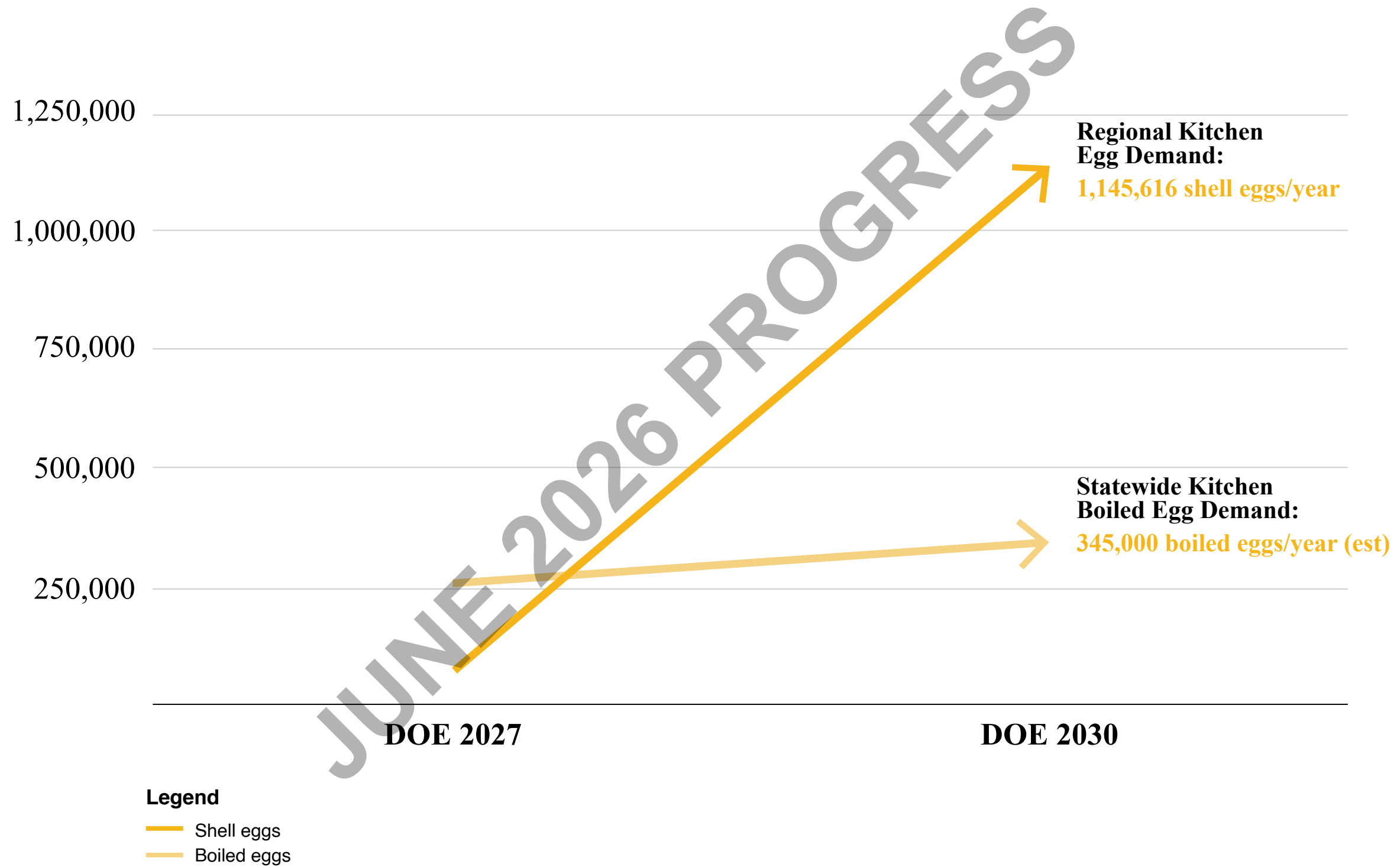


~75,000 below grade eggs/day

\*\*\*Each egg represents 10,000 eggs.

JUNE 2026 PROGRESS

# DOE Annual Projected Liquid Egg Demand 2030



## 2030 Liquid Egg Demand

### Non-DOE Liquid Egg Demand 2026

Waialua Fresh's calculation for  
current liquid egg demand:  
**80,000 lbs of liquid egg per week**

**80,000 lbs \* 8 eggs** (8 eggs = 1 lb of liquid egg)  
**= 640,000 eggs per week**

With an 0.8 yield, you need  
**800,000 eggs per week**

**800,000 eggs per week / 5 days**  
**= 160,000 eggs per day or**  
**20,000 eggs per hour**

### DOE Wahiawā Regional Kitchen Liquid Egg Demand 2030

DOE 2030's liquid egg demand:  
**143,185 lbs of liquid egg for 40 weeks**

**143,185 lbs of liquid egg**  
**divide by 40 weeks**  
**= 3,580 lbs of liquid eggs per week**

**3,580 lbs \* 8 eggs** (8 eggs = 1 lb of liquid egg)  
**= 28,640 eggs per week**

With an 0.8 yield, DOE needs  
**35,800 eggs per week**

**35,800 eggs per week / 5 days**  
**= 7,160 eggs per day or**  
**895 eggs per hour**

### Combined DOE Regional Kitchen Liquid Egg Demand 2030

**160,000 eggs per day (non-DOE)**  
**+ 7,160 eggs per day (DOE)**  

---

**167,160 eggs per day or**  
**20,895 eggs per hour**

## 2050 Liquid Egg Demand (with DOE Statewide Regional Kitchens)

**Combined Non-DOE and DOE**  
**Statewide Liquid Egg Demand**  
**167,160 eggs per day \* 3 (est)**  
**= 501,480 eggs per day or**  
**62,685 eggs per hour**

### 2050 Statewide Projection

**501,480 eggs per day \* 1.09**

(based on the 9% Hawai'i population growth by 2050)

**= 546,613 eggs per day or**  
**68,326 eggs per hour**

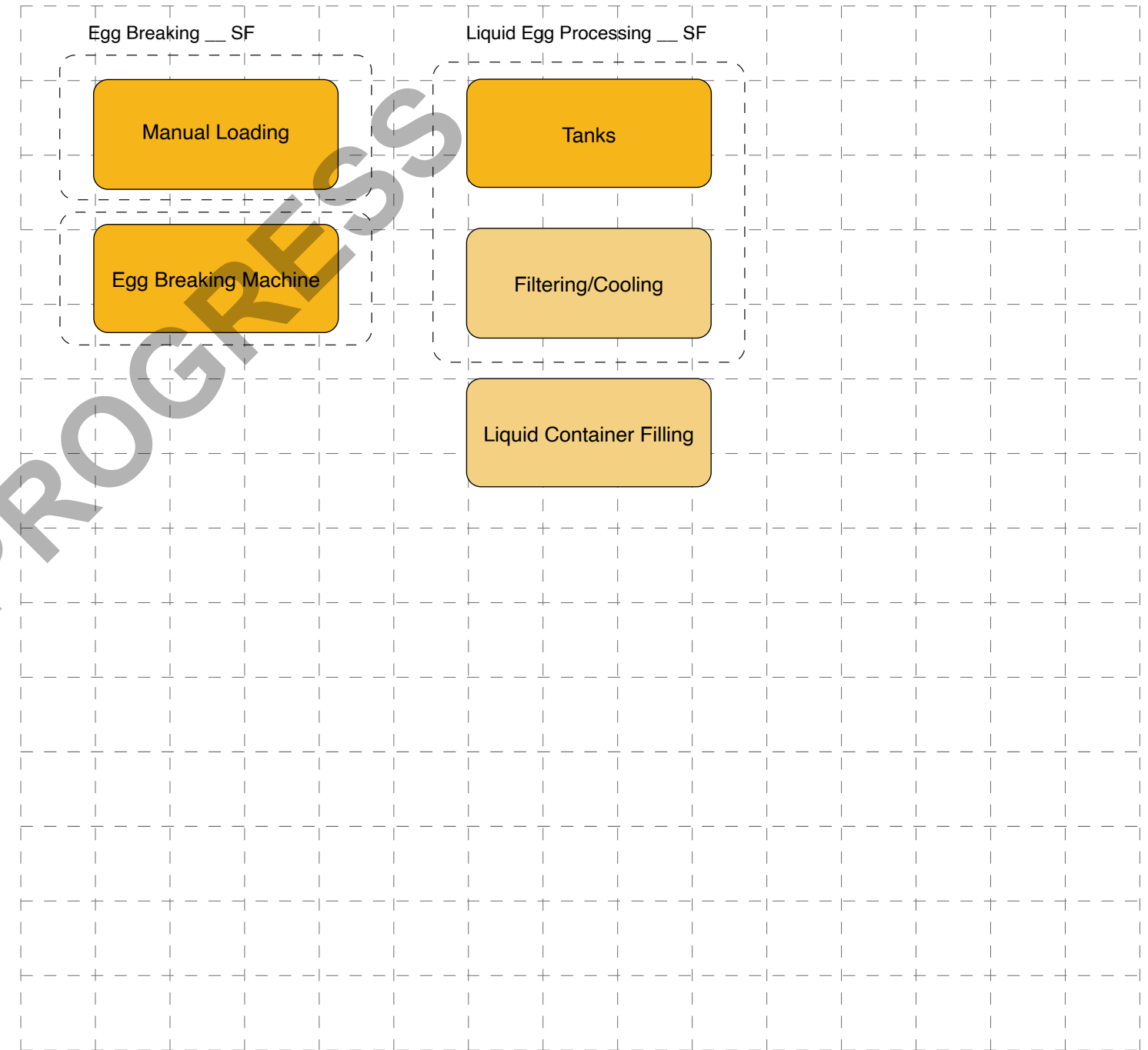
# Sanovo Small Liquid Processing

Up to **21,600 eggs/hours**

Our small-scale egg processing solution is designed for businesses with moderate production demands, delivering high-quality liquid processing with efficiency and quality.

With a capacity of up to 21,600 eggs per hour, this setup includes essential features like manual loading, OptiBreaker Basic, and liquid filling. Perfect for those looking to maximize output without compromising quality, this compact factory setup is for egg processors entering into egg processing.

1. Manual loading	Optional you can add a power-lift for ease of operation
2. OptiBreaker Basic 2	High-performance egg breaking and separation machine for small-scale liquid egg processing plants
3. Ovotank	Buffer tanks for feeding liquid eggs to the PrimeLine
4. PrimeLine	Small scale pasteurization with capacities starting at 500 l/h
5. Liquid container filling	Automatic liquid filling into containers. If needed you can also have a bag-in-box filling station.



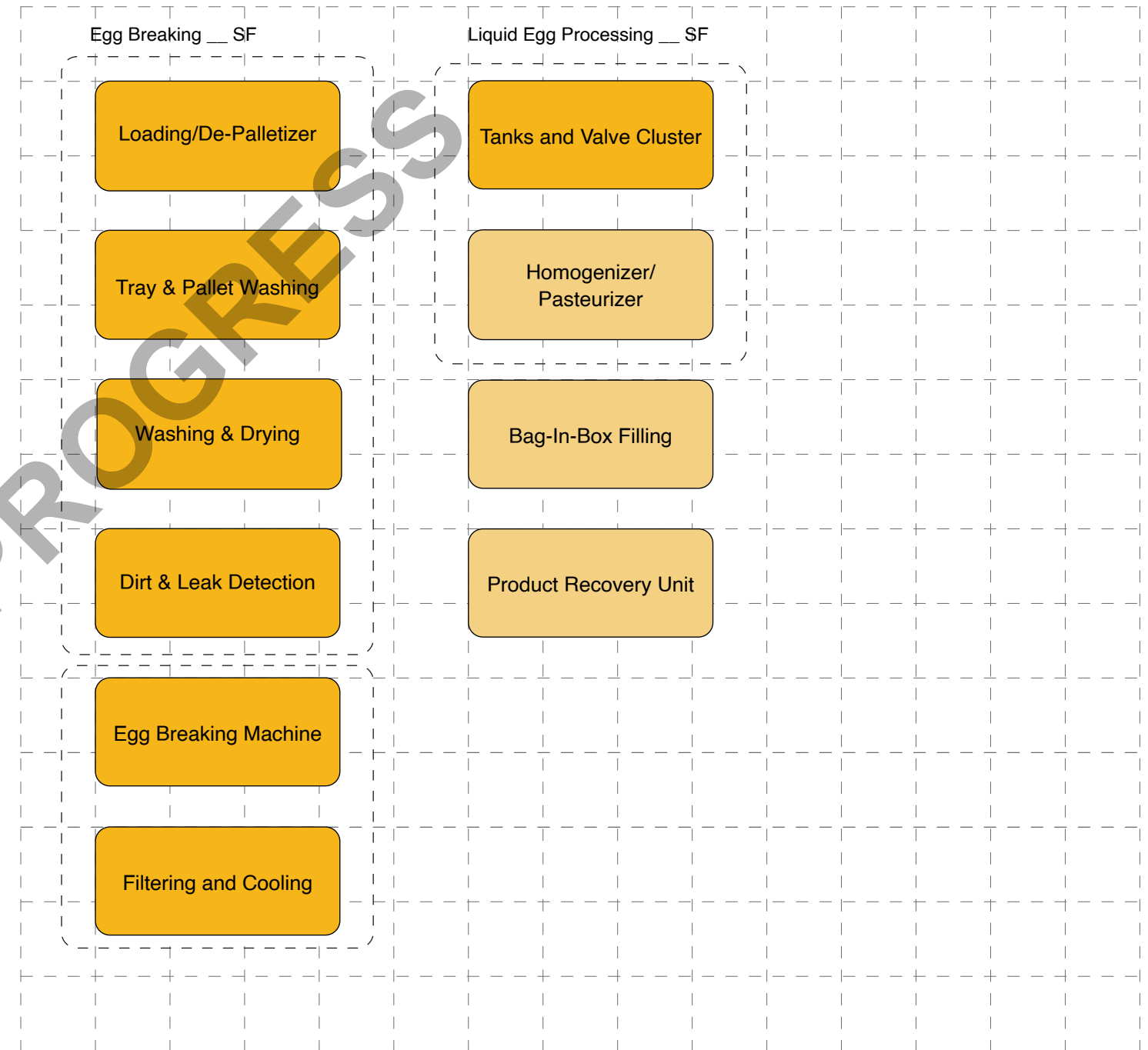
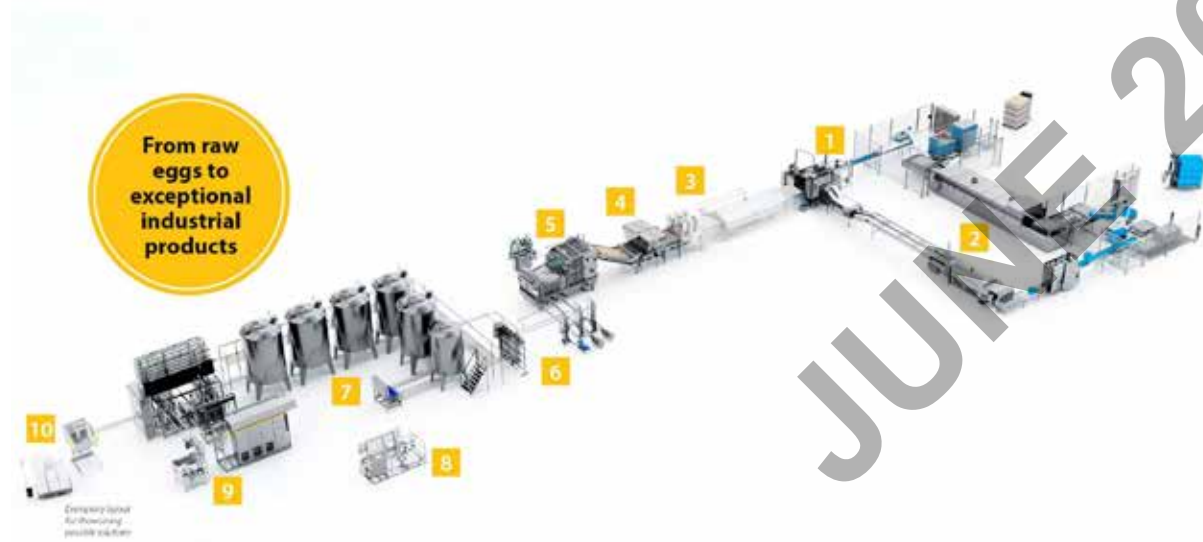
# Sanovo Medium Liquid Processing

Up to **151,200 eggs/hours**

For growing operations, our medium egg processing factory offers enhanced capabilities with a capacity of up to 151,200 eggs per hour.

This setup includes automated loading with de-palletizing, the BreakerPro 12, advanced pasteurization, and bag-in-box filling for high-volume liquid egg processing. Configured to handle a larger liquid throughput with consistent product quality.

Number referring to picture below	<ol style="list-style-type: none"> <li>1. Loading / De-Palletizer / AGV</li> <li>2. Tray- and Pallet washing / Cargo Palletizer / AGV</li> <li>3. Washing / Drying (option when washing is required)</li> <li>4. Dirt &amp; Leak Detection</li> <li>5. BreakerPro 12</li> <li>6. Filtering &amp; Cooling</li> <li>7. Tanks &amp; Valve Cluster</li> <li>8. Product Recovery Unit</li> <li>9. Homogenizer / Pasteurizer</li> <li>10. Bag-In-Box Filling</li> </ol>
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EGG CRACKING FACILITY

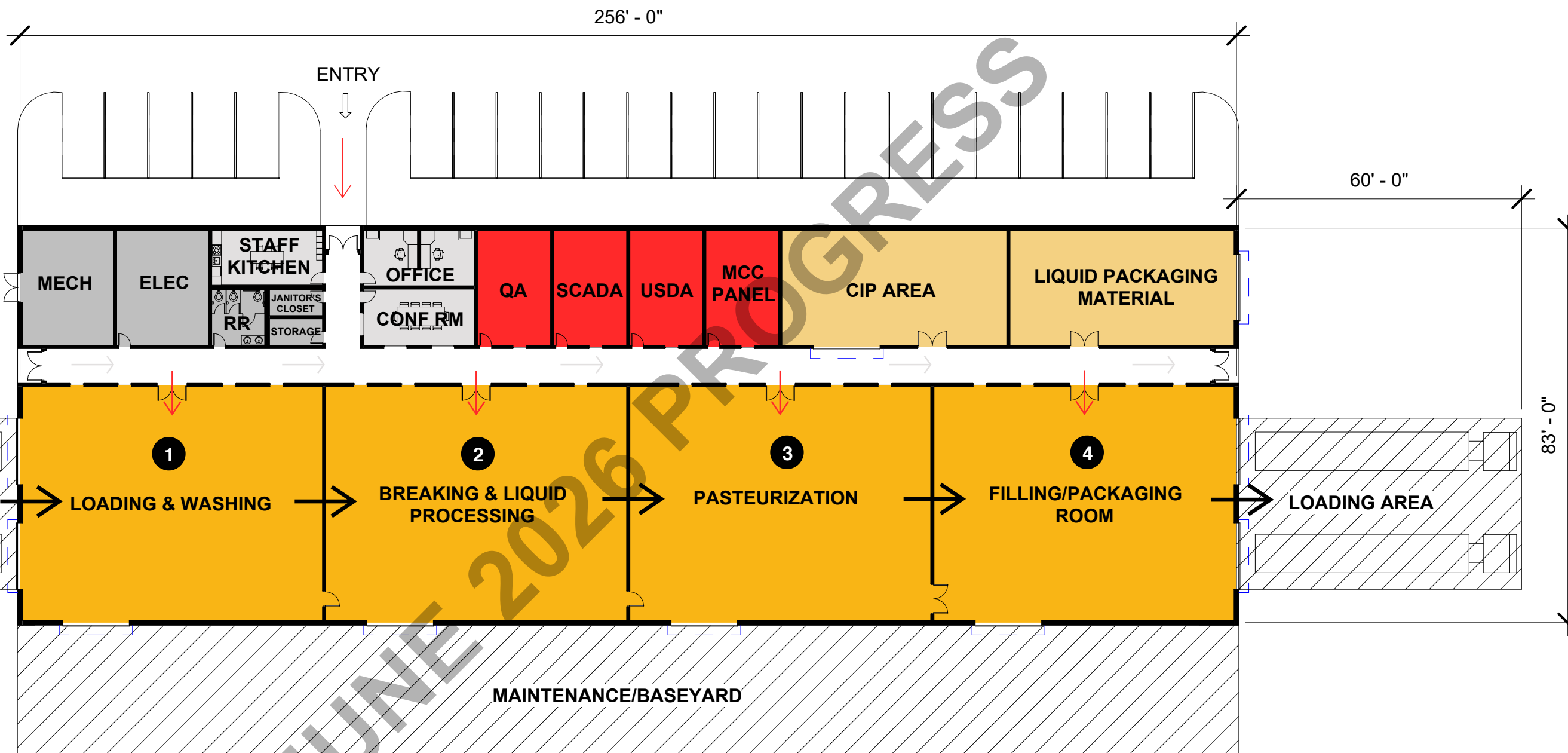
# General Linear Layout

Sanovo Medium Liquid Processing  
151,200 eggs/hours

Facility Size  
~22,000 SF

Legend

- Egg circulation
- Staff circulation
- Visitor circulation



**1 Loading & Washing**  
The loading area functions to receive, inspect, and introduce shell eggs to the production line. The shell eggs are then cleaned by removing dirt, debris, and potential contaminants from the shell surface, supporting food safety and regulatory compliance.

**2 Breaking & Liquid Processing**  
The breaking and liquid processing area functions as the core production zone where shell eggs are cracked, separated, filtered, and blended into liquid products (e.g. whole egg, egg white, or egg yolk).

**3 Pasteurization**  
The pasteurization area houses equipment used to heat-treat liquid egg products to eliminate harmful pathogens while preserving nutritional quality and product functionality. This stage is a critical food safety step required before packaging.

**4 Filling & Packaging**  
The filling and packaging room serves as the final production stage where processed liquid egg products are transferred into containers or bags and sealed for distribution.

EGG CRACKING FACILITY

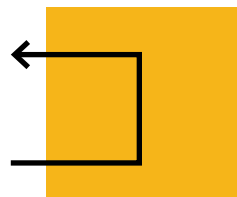
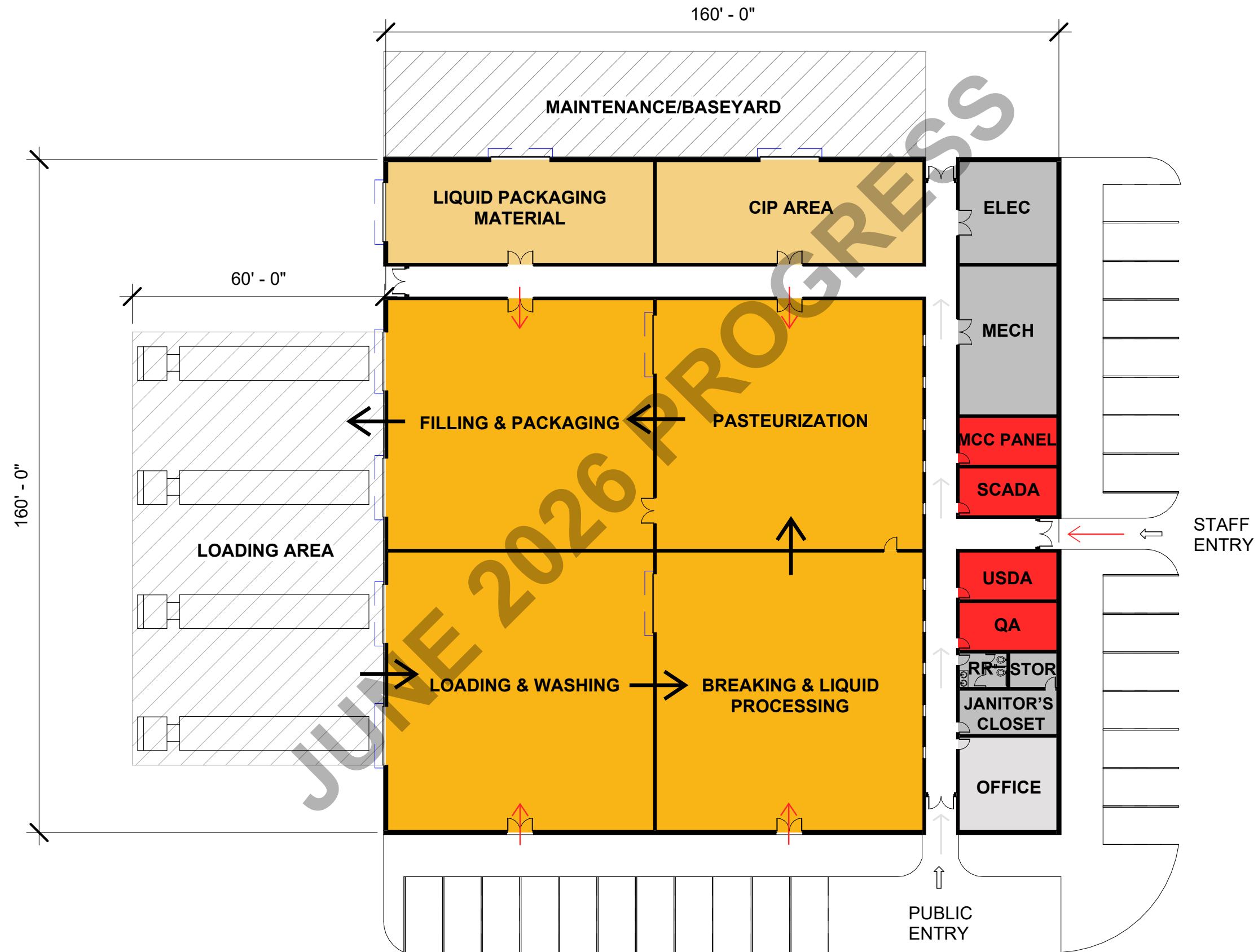
# General U-shaped Layout

Sanovo Medium Liquid Processing  
151,200 eggs/hours

Facility Size  
~25,600 SF

**Legend**

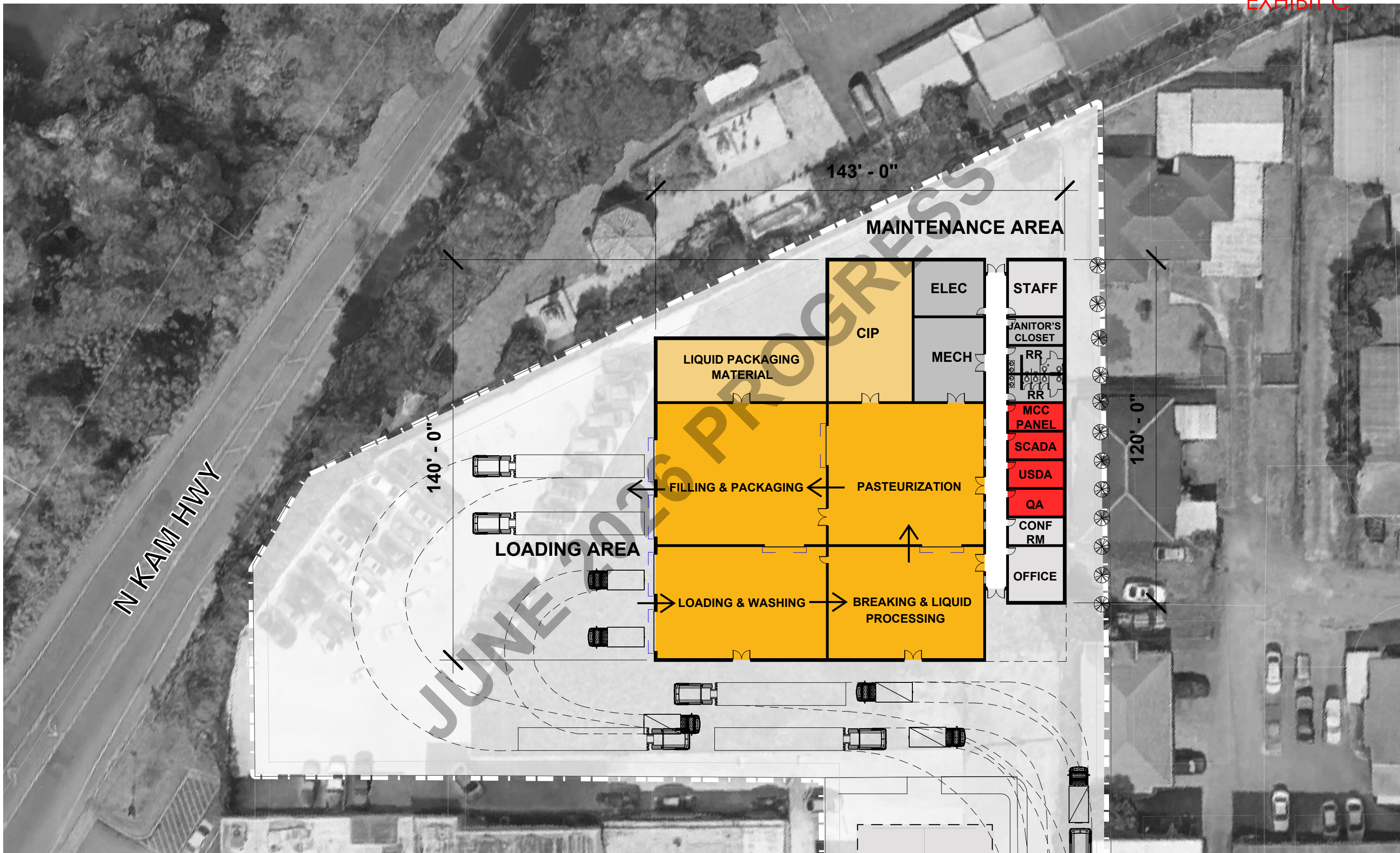
- Egg circulation
- Staff circulation
- Visitor circulation



# General Layout on Proposed Site

Facility Size  
~18,000 SF





## Discussion/Next Steps

- Confirm production goals for facility design and equipment sizing.
- Share-out progress at Wahiawā Market Day.
- Develop more detailed equipment plans.
- Confirm parking, delivery, accessibility requirements.
- Confirm regulatory USDA/DOH/etc requirements.
- Develop business plan and cost estimate.
- Develop bridging document.

JUNE 2026 PROGRESS

The proposed egg breaker/liquid egg processing facility is justified by a combination of Hawai'i's growing institutional food demand, the current loss of below-grade eggs that cannot efficiently enter the shell egg market, and the strategic advantages of co-locating the facility within the emerging Central O'ahu Agriculture and Food Hub in Wahiawā.

### **Why an Egg Breaker Facility is Needed**

Hawai'i currently **consumes approximately 1.2 million eggs per day** when adjusted for tourism demand, with **approximately 360,000 eggs per day already consumed in liquid, frozen, or powdered form**. The **majority of this processed egg product is imported**, representing a significant opportunity for local production substitution and food security enhancement.

The proposed facility would allow Hawai'i to utilize "below-grade" eggs produced locally that cannot be sold efficiently as premium shell eggs but remain safe and valuable for processing into liquid egg products. The UH CDC report notes that the facility would convert local shell eggs into liquid egg products for the Department of Education (DOE), hospitals, hotels, bakeries, restaurants, and food manufacturers.

Current and projected production data from Waialua Fresh demonstrates a sufficient local supply base to justify the facility:

- Current below-grade egg supply: 50,000 eggs/day
- Projected expansion supply: 75,000 eggs/day

In addition, DOE's statewide regional kitchen initiative creates a long-term institutional demand anchor for liquid egg products. The report estimates DOE's 2030 regional kitchen liquid egg demand at approximately:

- 35,800 eggs/week required
- 7,160 eggs/day
- 895 eggs/hour

Beyond DOE demand, Waialua Fresh estimated current non-DOE liquid egg demand at:

- 800,000 eggs/week
- 160,000 eggs/day
- 20,000 eggs/hour

Combined demand projections reach approximately 167,160 eggs/day. This **demonstrates that Hawai'i already possesses sufficient institutional and commercial demand to support a local liquid egg industry**.

The facility also directly supports the State's broader goals relating to:

- Food security and resiliency
- Import replacement
- Local food manufacturing
- Value-added agricultural production

- Workforce development
- DOE regional kitchen implementation
- Agricultural diversification

The facility would further create a secondary market for egg producers, reducing waste and improving producer economics by monetizing eggs that would otherwise be discounted or discarded.

### **Why the Wahiawā Location Makes the Most Economic Sense**

The proposed Wahiawā site is economically advantageous because it is strategically positioned within the emerging Central O‘ahu Agriculture and Food Hub and adjacent to complementary food infrastructure already being developed by ADC and its partners. The UHCDC report specifically identifies the site as being located between “food production, processing, and distribution infrastructures” that support ADC’s broader Central O‘ahu vision.

Key economic advantages of the Wahiawā location include:

#### 1. Proximity to Existing and Planned Food Infrastructure

The site is adjacent to:

- The DOE Regional Kitchen
- The Wahiawā Value Added Product Development Center (VAPDC)
- Planned food aggregation and distribution facilities
- Existing agricultural operations in Central O‘ahu and the North Shore

This co-location reduces:

- Transportation costs
- Distribution inefficiencies
- Cold-chain logistics expenses
- Infrastructure duplication

The report specifically identifies direct logistical advantages:

- Egg deliveries from Waiialua/North Shore
- Direct liquid egg distribution to DOE kitchens and other institutional users
- Return truck circulation efficiencies

#### 2. Centralized Distribution Position

Wahiawā is geographically positioned to efficiently distribute products statewide across O‘ahu while maintaining close proximity to North Shore agricultural production. This minimizes haul times for raw eggs while improving delivery efficiency to institutional customers.

The location also benefits from existing highway connectivity through:

- Kamehameha Highway
- H-2 freeway access
- Central O'ahu logistics corridors

### 3. Existing Industrial and Utility Context

The site is already located within a mixed commercial/agricultural corridor with compatible neighboring industrial uses, including:

- Value-Add and Food & Beverage businesses
- Commercial retail/service operations
- Existing warehouse and industrial activity

This substantially lowers development barriers compared to greenfield agricultural sites that would require extensive infrastructure upgrades.

### 4. Ability to Integrate Shared Infrastructure

The Wahiawā hub model allows for shared:

- Workforce development
- Parking and circulation
- Cold storage strategies
- Food safety training
- Utilities and maintenance
- Distribution systems
- Visitor and education spaces

The facility concept also incorporates workforce housing, classroom/learning space, and educational programming, further leveraging adjacent state investments and maximizing land efficiency.

### 5. Reduced Capital Costs Through Right-Sized Facility Planning

The proposed facility can begin at a smaller scalable operational level while preserving expansion capacity. The Sanovo small liquid processing system can process up to 21,600 eggs/hour, while the medium configuration can scale to 151,200 eggs/hour.

This phased/scalable approach:

- Reduces initial capital exposure
- Allows matching production to market growth
- Supports future expansion without site relocation
- Improves long-term return on investment

## 6. Alignment with Existing ADC and State Investments

The project complements and strengthens other public investments already underway in Wahiawā, including:

- DOE Regional Kitchen planning
- FPIN/Food Innovation initiatives
- VAPDC expansion
- Agricultural aggregation/distribution planning
- Workforce development programs

Rather than creating isolated infrastructure, the egg breaker facility leverages existing and planned investments to create an integrated food manufacturing ecosystem.

The egg breaker facility is economically justified because Hawai'i already possesses:

- Sufficient liquid egg demand
- A growing institutional buyer base
- Existing local egg production capable of supporting processing operations
- Significant imported product replacement opportunity

The Wahiawā location makes the most economic sense because it:

- Co-locates with complementary food infrastructure
- Minimizes transportation and cold-chain costs
- Leverages existing ADC and DOE investments
- Supports scalable expansion
- Maximizes operational efficiency within the Central O'ahu Agriculture and Food Hub framework

Collectively, the facility represents a strategic value-added agricultural infrastructure investment that strengthens Hawai'i's food security, agricultural economy, and institutional food supply chain.

STATE OF HAWAII  
**AGRIBUSINESS DEVELOPMENT  
CORPORATION**

E-3

STAFF SUBMITTAL TO THE BOARD OF DIRECTORS  
June 18, 2026

**Subject:** After-the-fact request to approve the final terms, and authorize the execution, of that certain Right-of-Entry Agreement between the Agribusiness Development Corporation and the Hawai'i Department of Agriculture and Biosecurity, and their agents and contractors, for purposes of a construction base yard related to the ongoing modifications of the Wahiawa Dam and spillway, situated in Wahiawā, District of Wahiawā, City and County of Honolulu, State of Hawai'i, Tax Map Key No. (1) 7-3-013:010 (portion).

**Applicant:** Hawai'i Department of Agriculture and Biosecurity (DAB)

**Authority:** Section 163D-4(a)(5), Hawai'i Revised Statutes (HRS)

**Area:** 5.118 gross acres

**Field No(s):** WW-02

**Tax Map Key:** (1) 7-3-013:010 (Property)

**Land Status:** Set aside to the Agribusiness Development Corporation in 2018 by Governor's Executive Order No. 4558 for *agricultural purposes*.

**Trust Land Status:** Section 5(b) lands of the Hawaii Admission Act  
Yes  No   
Formerly cultivated sugarcane lands pursuant to Article XII of the Hawai'i State Constitution? Yes  No

**Zoning:** SLUD: Urban  
CZO: R-5

**Character of Use:** Construction base yard

**Land Doc. Type:** Right-of-Entry Agreement

**Term:** 1 years, or i) upon completion of the dam remediation project, or ii) the cancellation of Governor's Executive Order No. 4558.

**Consideration:** Gratis

*After-the-fact request to approve the final terms, and authorize the execution, of that certain Right-of-Entry Agreement between the Agribusiness Development Corporation and the Hawai‘i Department of Agriculture and Biosecurity, and their agents and contractors, for purposes of a construction base yard related to the ongoing modifications of the Wahiawa Dam and spillway, situated in Wahiawā, District of Wahiawā, City and County of Honolulu, State of Hawai‘i, Tax Map Key No. (1) 7-3-013:010 (portion).*

June 18, 2026

#### BACKGROUND:

The Wahiawā Dam was constructed in 1906 as a source of irrigation water for the Waiialua Sugar Company. Various portions of the dam and ditch system (jointly the “Wahiawā Irrigation System” or “WIS”) are currently owned by the Agribusiness Development Corporation (ADC), Dole Food Company, Inc. (Dole) and the Wahiawa Water Company, Inc. (WWC)<sup>1</sup>. In 1921, a storm event caused the failure of the dam which was rebuilt with the existing 183-foot wide spillway. However, modern dam safety requirements demand an even greater spillway size to accommodate updated Probable Maximum Flood estimates.

Act 218, 2023 Session Laws of Hawai‘i provided authorization and appropriation to the Hawai‘i Department of Land and Natural Resources (DLNR), DAB, and ADC to acquire WIS. Specifically, funding was provided to DAB for the rehabilitation of the dam and spillway (Dam Project). In April 2026, following two Kona Low storm systems that caused significant island-wide flooding and property damage, and which produced WIS system flows that tested the operational limits of the dam, the Governor directed the Hawai‘i Department of Transportation (DOT) to assume management of the upgrades to the dam and spillway in order to expedite the Dam Project in the interest of public safety.

Planning for the Dam Project always anticipated utilizing the subject Property as a construction base yard. Contractors began accessing the Property on May 1<sup>st</sup> and the contractor’s construction base yard is presently situated on the Property (see Exhibit “B”). Additionally, the Office of Hawaiian Affairs (OHA) granted the Dam Project use of a portion of their property on the other side of the dam for construction base yard purposes.

#### REQUEST:

That the ADC Board of Directors (Board) grant after-the-fact approval to the final terms, and authorize the execution, of that certain Right-of-Entry Agreement (Exhibit “A”) between the Agribusiness Development Corporation and the Hawai‘i Department of Agriculture and Biosecurity, and their agents and contractors, for purposes of a construction base yard related to the ongoing modifications of the Wahiawa Dam and spillway, situated in Wahiawā, District of Wahiawā, City and County of Honolulu, State of Hawai‘i, Tax Map Key No. (1) 7-3-013:010 (portion) (Request).

#### OPERATIONAL PLAN:

Recent Board action consented to the bifurcation of the Property to set aside a portion of the southern half to the Hawai‘i Department of Human Services (DHS) for Kauhale purposes (Kauhale Project). The right-of-entry agreement will terminate upon the cancellation of Governor’s Executive Order 4558. Under any new executive order, DAB will be required to coordinate with DHS.

#### CHAPTER 343 – ENVIRONMENTAL ASSESSMENT COMPLIANCE:

The improvements to the Wahiawā Dam are not subject to chapter 343, HRS pursuant to Governor’s “Seventh Proclamation Relating to March and April 2026 Weather Events” which suspends chapter 343, HRS “to the extent necessary to allow government agencies to prepare for, respond to, and recover from the emergency.”

#### PUBLIC TRUST ANALYSIS:

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<sup>1</sup> As of this writing, ADC is soon to be under contract to acquire certain portions of the dam, lake, spillway, and ditch system from Dole and WWC

*After-the-fact request to approve the final terms, and authorize the execution, of that certain Right-of-Entry Agreement between the Agribusiness Development Corporation and the Hawai'i Department of Agriculture and Biosecurity, and their agents and contractors, for purposes of a construction base yard related to the ongoing modifications of the Wahiawa Dam and spillway, situated in Wahiawā, District of Wahiawā, City and County of Honolulu, State of Hawai'i, Tax Map Key No. (1) 7-3-013:010 (portion).*  
June 18, 2026

N/A

**REMARKS & DISCUSSION:**

For the purpose of this Request, there is no fiscal impact to ADC. Noted previously, the Board has consented the bifurcation of the Property to set aside the southern portion to DHS for the Kauhale Project. DAB and their agents and contractors will be required to coordinate with DHS for the shared use and transit of the Property at such times as they may both be using it.

**RECOMMENDATION(S):**

Based on the foregoing, it is recommended that the Board:

1. Approve the Request, subject to the following conditions:
  - a. The right-of-entry agreement shall terminate after one (1) year, or upon cancellation of Governor's Executive Order 4558; and
  - b. DAB shall ensure that their agents and contractors maintain insurance, including commercial general liability insurance, which shall include ADC as additionally insured as it relates to the use or remediation of all ADC properties.

Respectfully Submitted,

*Lyle Roe*

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Asset Manager

*Approved for Submission:*

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Wendy Gady  
Executive Director

**Attachment(s):**

Exhibit A      Right-of-Entry Agreement (includes map)  
Exhibit B      Photos of the base yard on ADC property

**RIGHT-OF-ENTRY AGREEMENT**

THIS RIGHT-OF-ENTRY AGREEMENT (Agreement) is made and entered into by and between the STATE OF HAWAII, AGRIBUSINESS DEVELOPMENT CORPORATION (GRANTOR), whose mailing address is 235 South Beretania Street, Suite 205, Honolulu, Hawaii, 96813, and the STATE OF HAWAII, DEPARTMENT OF AGRICULTURE AND BIOSECURITY (GRANTEE), whose mailing address is 1428 South King Street, Honolulu, Hawaii 96814, and (collectively “Parties”).

**WITNESSETH:**

WHEREAS, GRANTEE desires a right-of-entry onto, over and across that certain property located on the island of Oahu, Hawaii, described as Tax Map Key: (1) 7-3-013-010 (Property), and as more specifically identified on the map attached hereto as Exhibit “A”, for access, removal of homeless encampments and abandoned property, grubbing, grading, and staging of construction equipment purposes (Authorized Activities) related to improvements GRANTEE plans to make to the Wahiawa Reservoir spillway (Project Work); and

WHEREAS, the Property is set aside to GRANTOR for agricultural purposes pursuant to Governor’s Executive Order No. 4558 (EO4558) until such time as EO4558 is canceled in accordance with the action approved by GRANTOR’S Board at its meeting of April 15, 2026, Item E-2; and

WHEREAS, GRANTOR wishes to cooperate with GRANTEE to allow the entry of GRANTEE and its officers, employees, consultants, contractors, and subcontractors of any tier (collectively “Grantee’s Agents”) onto the Property for the Authorized Activities;

NOW, THEREFORE, in consideration of the premises and covenants contained herein, and other good and valuable consideration given, the Parties hereto mutually agree as follows:

1. GRANTOR hereby grants to GRANTEE and Grantee’s Agents permission to enter upon the Property for the Authorized Activities relating to the Project Work.
2. This Agreement shall be effective as of the execution date so noted below and shall expire in one year, or upon the cancellation of EO4558, whichever is sooner, unless sooner terminated pursuant to Paragraph 13 below.
3. GRANTEE and Grantee’s Agents shall maintain and exercise due care in conducting the Authorized Activities.
4. GRANTEE and Grantee’s Agents shall not enter upon the Property prior to GRANTOR’s consultants, contractors, and subcontractors of any tier (collectively, “Permitted Contractors”) satisfying the requirements of Paragraph 17 to the satisfaction of GRANTOR. Notwithstanding Paragraph

13, failure to maintain the required policies of insurance under Paragraph 17 of this agreement may result in the immediate termination of this Agreement, subject to the sole discretion of the Executive Director.

5. GRANTEE shall provide GRANTOR with no less than twenty-four hours' written notice prior to the commencement of any work and related activities and shall coordinate access to the Property with GRANTOR. Written notices shall be provided pursuant to Paragraph 21 below and may be provided via electronic mail.
6. The Property shall only be accessed at access points approved in writing by GRANTOR. GRANTEE shall not damage any gates to access the Property, build any improvements upon the Property, or alter the Property (except as permitted through conduct of the Authorized Activities) without the written approval of GRANTOR. GRANTEE shall ensure that there is no damage to access roads, interior roads, the Property (except as permitted through conduct of the Authorized Activities), or commit damage or nuisance upon surrounding properties.
7. GRANTEE shall ensure that the Permitted Contractors shall not cause or permit the escape, disposal or release of any hazardous materials except as permitted by law. GRANTEE shall ensure that its Permitted Contractors shall not allow the storage or use of such materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such materials, nor allow to be brought onto the right-of-entry area or Property any such materials except to use in the ordinary course of GRANTEE and its Permitted Contractors' business, and then only after written notice is given to GRANTOR of the identity of such materials and upon the GRANTOR'S consent which consent may be withheld at the GRANTOR'S sole and absolute discretion. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of hazardous materials by GRANTEE and its Permitted Contractors, GRANTEE shall ensure that its Permitted Contractors shall be responsible for the cost thereof. In addition, GRANTEE and its Permitted Contractors shall execute affidavits, representations, and the like from time to time at the GRANTOR'S request concerning GRANTEE and its Permitted Contractors' best knowledge and belief regarding the presence of hazardous materials on the right-of-entry area or Property placed or released by GRANTEE and its Permitted Contractors.
8. GRANTEE shall ensure that its Permitted Contractors agree to indemnify and hold GRANTOR harmless, from any damages and claims resulting from the release of hazardous materials on the right-of-entry area or premises occurring while GRANTEE and its Permitted Contractors is/are in possession, or elsewhere if caused by GRANTEE and its Permitted Contractors. These covenants shall survive the expiration or earlier termination of this Agreement.

9. For purposes of this right-of-entry, "hazardous material" shall mean any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, or oil as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Federal Clean Water Act, or any other federal, state, or local environmental law, regulation, ordinance, rule, or by-law, whether existing as of the date hereof, previously enforced, or subsequently enacted, provided however, that obligation to indemnify and hold harmless hereunder shall not apply to contractors who are only contracted to perform professional architectural, engineering, surveying, or construction services on behalf of GRANTEE.
10. GRANTEE shall ensure that its Permitted Contractors agree to indemnify, release, and hold harmless GRANTOR from and against any and all costs, claims, suits, fines, damages, or causes of action of any kind for injury of any kind to any person, or damage to any property of any kind occasioned, in whole or in part, by GRANTEE'S or its Permitted Contractors' actions or omissions arising out of the exercise of this Agreement. Further, GRANTEE agrees that GRANTOR shall not be liable, should GRANTEE suffer injury to its personnel or damage to its property as a result of work conducted upon the Property pursuant to this Agreement. GRANTEE shall not be liable or responsible for any property damage or conditions that existed prior to the GRANTEE'S exercise of the Agreement.
11. (a) GRANTEE, as an agency of the State of Hawaii, shall be liable subject to the applicable provisions of Chapter 661, Hawaii Revised Statutes (Actions By and Against the State) and Chapter 662, Hawaii Revised Statutes (State Tort Liability Act) for all claims and demands for property damage, loss, personal injury or death caused by the negligent or wrongful act or omission of any officer or employee of GRANTEE while acting within the scope of the office of employment, or persons acting for GRANTEE in an official capacity; provided that GRANTEE's liability for such damage or injury has been determined by a court or agreed to by GRANTEE.  
  
(b) GRANTOR and GRANTEE acknowledge and agree that GRANTEE, as an agency of the State of Hawaii, is not authorized to indemnify GRANTOR in any way, including, without limitation, against any claims for bodily injury, wrongful death, and/or property damages by any persons, except for GRANTEE'S officers or employees in accordance with subparagraph (a) above. Notwithstanding anything to the contrary contained in this Agreement, GRANTEE shall have no contractual duty to indemnify, defend, hold harmless or reimburse GRANTOR or any other persons (except for GRANTEE'S officers or employees in accordance with subparagraph (a) above) under any circumstances arising out of or related to this Agreement. In each instance in this Agreement where GRANTEE is obligated to

indemnify, defend, hold harmless, or reimburse GRANTOR or any other persons, such obligations shall be deemed to be null and void and of no effect, and such contrary indemnity, defense, hold harmless and/or reimbursement obligations and provisions shall be deemed superseded by this provision, and of no force or effect.

(c) GRANTOR and GRANTEE acknowledge and agree that GRANTEE is an agency of the State of Hawaii and any payments that may be due under this Agreement are contingent upon and may not exceed the amount of appropriations available at the time such payments are due, if any. Additionally, nothing contained in this Agreement shall be interpreted as implying that the State of Hawaii Legislature will, at any later date, appropriate sufficient funds to meet any deficiencies hereunder. No legal liability on the part of the State of Hawaii for any payment may arise under this Agreement until funds are made available to the State of Hawaii, Department of Agriculture and Biosecurity, if any.

12. In the event of any unanticipated sites or remains such as bone or charcoal deposits, human burials, rock or coral alignments, paving's or walls are encountered in the course of Fieldwork, GRANTEE and Grantee's Agents, in the exercise of this Agreement, shall stop work immediately and contact the State of Hawaii, Department of Land and Natural Resources, Historic Preservation Division in Kapolei at (808) 692-8015. GRANTEE shall also notify GRANTOR immediately of any unanticipated finds during Fieldwork.
13. Any failure or breach by GRANTEE or GRANTOR to abide by the terms and conditions set forth herein shall constitute a breach of this Agreement. Upon written request, any breaching party shall be afforded a reasonable period of time within which to cure any said breach, such cure to be determined by the non-breaching party as acceptable to avoid breach. In the event additional costs are incurred by any party as a result of a breach of this Agreement, both parties shall bear their own costs, including any legal costs and fees incurred except as otherwise provided.
14. Notwithstanding any other provision contained herein, this Agreement is revocable at the will of GRANTOR, and can be canceled or terminated at any time and for any reason, including any breach or default hereunder, upon seven days' written notice, sent via U.S. Postal Service, first class mailing, or electronic mail to GRANTEE at the address listed in Paragraph 20.
15. In the event this Agreement is terminated as provided herein, GRANTEE shall immediately remove any and all property of GRANTEE and Grantee's Agents physically located in the Property within seven days from receipt of notice of termination. Any property not timely removed shall be deemed abandoned by GRANTEE and Grantee's Agents, and GRANTOR shall

have the right to dispose of the property in any commercially reasonable manner.

16. Paragraphs 7, 8, and 15 shall survive the termination of this Agreement and shall be binding on the Parties, and their successors and assigns.
17. GRANTEE shall ensure that its Permitted Contractors shall procure and maintain, at its own cost and expense, in full force and effect throughout the term of this Agreement, the following policies of insurance:
  - a. Commercial general liability insurance with an insurance company or companies licensed or authorized to do business in the State of Hawaii with an AM Best rating of not less than "A-VIII" or other comparable or equivalent industry rating, in an amount of at least \$1,000,000 for each occurrence and \$2,000,000 aggregate, and with coverage terms acceptable to the Executive Director of the Agribusiness Development Corporation. The policy or policies of insurance shall name the "State of Hawaii, Agribusiness Development Corporation" as an additional insured. A copy of the policy or other documentation required by the GRANTOR shall be filed with the GRANTOR. The insurance shall cover the entire Property, including all buildings, improvements, and grounds and all roadways or sidewalks on or adjacent to the Property.
  - b. Comprehensive automobile liability insurance covering all owned, hired, or non-owned vehicles, including the loading or unloading thereof on the Property. The policy coverage limits shall not be less than \$1,000,000.
  - c. Workers' Compensation insurance affording statutory limits, and employers' liability coverage with limits of no less than \$1,000,000 covering all persons admitted to the Property under the terms of this Agreement.

The GRANTEE shall ensure that its Permitted Contractors, prior to the entry and use of the Property or within 15 days after the effective date of this Agreement, whichever is sooner, shall furnish the GRANTOR with a policy(s) or other documentation required by the GRANTOR showing the policy(s) to be initially in force, keep the policy(s) or other documentation required by the GRANTOR on deposit during the entire term of the Agreement, and furnish a like policy(s) or other documentation required by the GRANTOR upon each renewal of the policy(s). This insurance shall not be cancelled, limited in scope of coverage, or nonrenewed until after 30 days written notice has been given to GRANTOR and GRANTEE. GRANTOR may at any time require the GRANTEE direct its Permitted Contractors to provide GRANTOR with copies of the insurance policy(s) that are or were in effect during the Agreement term or other documentation required by the GRANTOR.

The GRANTOR shall retain the right at any time to review the coverage, form, and amount of the insurance required by this Agreement. If, in the opinion of the GRANTOR, the insurance provisions in this Agreement do not provide adequate protection for the GRANTOR, the GRANTOR may require GRANTEE to direct its Permitted Contractors to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. The GRANTOR'S requirements shall be reasonable but shall be designed to assure protection for and against the kind and extent of the risks which exist at the time a change in insurance is required. The GRANTOR shall notify GRANTEE in writing of changes in the insurance requirements and GRANTEE shall ensure that its Permitted Contractors deposit copies of acceptable insurance policy(s) or other documentation required by the GRANTOR thereof, with the GRANTOR incorporating the changes within 30 days after receipt of the notice.

The procuring of the required policy(s) of insurance shall not be construed to limit liability of GRANTEE'S Permitted Contractors under this Agreement nor to release or relieve GRANTEE'S Permitted Contractors of the indemnification provisions and requirements of this Agreement. Notwithstanding the policy(s) of insurance, GRANTEE'S Permitted Contractors shall be obligated for the full and total amount of any damage, injury, or loss caused by GRANTEE'S Permitted Contractors' negligence or neglect connected with this Agreement.

It is agreed that any insurance maintained by the GRANTOR will apply in excess of, and not contribute with, insurance provided by the GRANTEE'S Permitted Contractors' policy(s).

18. This Agreement shall be governed by the laws of the State of Hawaii in effect on the execution date noted below, or as may be lawfully enacted thereafter, and without reference to the principles governing conflict of laws or choice of laws applicable in any other jurisdiction.
19. GRANTEE agrees that this Agreement does not in any way convey a real property interest in the Property to the GRANTEE.
20. GRANTEE shall not use the Property, nor permit the Property to be used in support of any policy that unlawfully discriminates against anyone based upon race, color, national origin, sex, age, disability, or any other class as protected under applicable federal or state law. GRANTEE shall not practice any unlawful discrimination based upon race, color, national origin, sex, age, disability, or any other class as protected under applicable federal or state law.
21. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give the other party shall be in writing, sent to the address noted below (or such other address as a party may

designate in writing to the other party), and given by delivering such notice in person or by commercial courier; by sending it by first-class mail, certified mail, return receipt requested; or by electronic mail as may be permitted elsewhere in this Agreement.

GRANTOR: Agribusiness Development Corporation  
Attention Wendy L. Gady  
235 S Beretania St Rm 205  
Honolulu HI 96813

Email: dbedt.adc@hawaii.gov  
Phone: (808) 586-0186

GRANTEE: Department of Agriculture and Biosecurity  
Attention Sharon Hurd  
1428 South King Street  
Honolulu, HI 96814

Email: sharon.hurd@hawaii.gov  
brian.kau@hawaii.gov  
Phone: (808) 973-9473

*(remainder of this page is intentionally blank)*

IN WITNESS WHEREOF, the parties hereto have executed this Right-of-Entry Agreement this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GRANTOR:**

By: \_\_\_\_\_  
Wendy L. Gady  
Its: Executive Director

APPROVED AS TO FORM:

\_\_\_\_\_

Deputy Attorney General

**GRANTEE:**

By: \_\_\_\_\_  
Sharon Hurd  
Its: Chairperson

APPROVED AS TO FORM:

\_\_\_\_\_

Deputy Attorney General

EXHIBIT A

Map

[see following un-numbered page(s)]



*After-the-fact request to approve the final terms, and authorize the execution, of that certain Right-of-Entry Agreement between the Agribusiness Development Corporation and the Hawai'i Department of Agriculture and Biosecurity, and their agents and contractors, for purposes of a construction base yard related to the ongoing modifications of the Wahiawa Dam and spillway, situated in Wahiawā, District of Wahiawā, City and County of Honolulu, State of Hawai'i, Tax Map Key No. (1) 7-3-013:010 (portion).*  
June 18, 2026

**EXHIBIT B**



*After-the-fact request to approve the final terms, and authorize the execution, of that certain Right-of-Entry Agreement between the Agribusiness Development Corporation and the Hawai'i Department of Agriculture and Biosecurity, and their agents and contractors, for purposes of a construction base yard related to the ongoing modifications of the Wahiawa Dam and spillway, situated in Wahiawā, District of Wahiawā, City and County of Honolulu, State of Hawai'i, Tax Map Key No. (1) 7-3-013:010 (portion).*  
June 18, 2026



*After-the-fact request to approve the final terms, and authorize the execution, of that certain Right-of-Entry Agreement between the Agribusiness Development Corporation and the Hawai'i Department of Agriculture and Biosecurity, and their agents and contractors, for purposes of a construction base yard related to the ongoing modifications of the Wahiawa Dam and spillway, situated in Wahiawā, District of Wahiawā, City and County of Honolulu, State of Hawai'i, Tax Map Key No. (1) 7-3-013:010 (portion).*  
June 18, 2026



*After-the-fact request to approve the final terms, and authorize the execution, of that certain Right-of-Entry Agreement between the Agribusiness Development Corporation and the Hawai'i Department of Agriculture and Biosecurity, and their agents and contractors, for purposes of a construction base yard related to the ongoing modifications of the Wahiawa Dam and spillway, situated in Wahiawā, District of Wahiawā, City and County of Honolulu, State of Hawai'i, Tax Map Key No. (1) 7-3-013:010 (portion).*  
June 18, 2026



*After-the-fact request to approve the final terms, and authorize the execution, of that certain Right-of-Entry Agreement between the Agribusiness Development Corporation and the Hawai'i Department of Agriculture and Biosecurity, and their agents and contractors, for purposes of a construction base yard related to the ongoing modifications of the Wahiawa Dam and spillway, situated in Wahiawā, District of Wahiawā, City and County of Honolulu, State of Hawai'i, Tax Map Key No. (1) 7-3-013:010 (portion).*  
June 18, 2026



STATE OF HAWAI'I  
**AGRIBUSINESS DEVELOPMENT  
CORPORATION**

E-4

STAFF SUBMITTAL TO THE BOARD OF DIRECTORS  
June 18, 2026

**Subject:** Request to approve the final terms, and authorize the execution, of that certain Memorandum of Understanding between the Agribusiness Development Corporation and the Hawai'i Department of Law Enforcement to provide law enforcement patrols and security technologies for crime prevention at State-owned facilities and agricultural lands in the Central Oahu area, District of Wahiawā, City & County of Honolulu, State of Hawai'i, Tax Map Key Nos. (various).

**Applicant:** Agribusiness Development Corporation (ADC)

**Authority:** Section 163D-4(a)(5), Hawaii Revised Statutes (HRS)

**BACKGROUND:**

The Department of Law Enforcement (DLE) is a new state law enforcement agency established by Act 278, SLH 2022, which consolidated and transferred some or all of the law enforcement functions of the Hawai'i Departments of the Attorney General, Public Safety, Transportation, and Defense to the DLE.

The Agribusiness Development Corporation (ADC), established in 1994, is one of DBEDT's attached agencies. ADC focuses on economic development through agricultural business development and provides direction for diversification of Hawai'i's agriculture industry, including supporting the production of local agricultural products for local consumption who owns and manages large tracts of agricultural land and facilities in Central Oahu.

ADC and DLE seek to establish a collaborative arrangement that defines the provisions of law enforcement, security, protective technologies and special duty or overtime law enforcement officer staffing to provide law enforcement, security and protective services for ADC facilities, personnel, and programs in the Central Oahu area that include but is not limited to Whitmore North and South Parcels, Galbraith Agricultural Lands, the Wahiawa Irrigation System, and associated agricultural parcels.

**REQUEST:**

Staff requests that the Board authorize the Executive Director to execute a Memorandum of Agreement (MOA) between ADC and DLE for DLE to perform law enforcement functions and protective services for the safeguarding of ADC facilities, personnel, and programs. (collectively, "enforcement") as described in the MOA and any amendments to the MOA for enforcement. (Request).

*Request to approve the final terms, and authorize the execution, of that certain Memorandum of Understanding between the Agribusiness Development Corporation and the Hawai'i Department of Law Enforcement to provide law enforcement patrols and security technologies for crime prevention at State-owned facilities and agricultural lands in the Central Oahu area, District of Wahiawā, City & County of Honolulu, State of Hawai'i, Tax Map Key Nos. (various).*

June 18, 2026

#### OPERATIONAL PLAN:

DLE will assist ADC by performing law enforcement functions and having a presence in the Central Oahu area. DLE's proposed scope of work includes the following:

- a. Protecting ADC properties, facilities, employees
- b. Providing comprehensive protective services for ADC facilities in Central Oahu, including but not limited to:
  - i. Security of Lake Wilson and the Wahiawa Dam.
  - ii. Random patrols of ADC properties, facilities, and lessee properties by use of technology and special duty or overtime officers.
  - iii. Providing special duty or overtime officers for any additional protective measures deemed necessary for specific ADC facilities, or events on ADC property in Central Oahu.
- c. Preventing, detecting, and investigating criminal acts, and enforcing traffic regulations throughout Central Oahu ADC facilities, personnel, and programs.
- d. Providing ADC, no later than the first day of January each year, with the names, electronic mail addresses, and telephone numbers of the DLE Director, Deputy Directors, Sheriff, First Deputy Sheriff, and all Commanders in charge of commands associated with the protection of the Central Oahu ADC facilities, properties, and lessee properties. DLE shall notify ADC of any change in the above assignments as deemed necessary.
- e. Immediately notifying ADC via the Administrator, or Administrator's designee of any threats, security incidents, security breaches, criminal arrests for acts committed on ADC property, and/or damages to the ADC facility. In addition, DLE shall submit a written security incident report detailing the incident to ADC within 24 hours of the occurrence.
- f. Providing advance notification at the earliest convenience to the Executive Director, in writing, of conflicting obligations, which may reduce the number of DLE personnel present at any ADC facility. Provide regular progress reports to ADC, legislators, and stakeholders on the progress of the Project.
- g. Obtaining prior written notice, approval, and coordination from ADC for any DLE plan or proposal to bring outside personnel or equipment into ADC facilities. This includes, but is not limited to, additional law enforcement personnel, specialized equipment, or any other resources not typically present in ADC facilities. The written request shall detail the nature of the plan, the resources involved, and the justification for their presence. ADC reserves the right to approve, modify, or deny any such requests based on security considerations and the potential impact on ADC operations.
- h. Within thirty days of the execution of this agreement by all parties, and each year thereafter, the Director of DLE shall meet and confer with the ADC Executive Director, or their respective designees. Each meeting shall focus on the security requirements for ADC, including but not limited to:

*Request to approve the final terms, and authorize the execution, of that certain Memorandum of Understanding between the Agribusiness Development Corporation and the Hawai'i Department of Law Enforcement to provide law enforcement patrols and security technologies for crime prevention at State-owned facilities and agricultural lands in the Central Oahu area, District of Wahiawā, City & County of Honolulu, State of Hawai'i, Tax Map Key Nos. (various).*

June 18, 2026

- i. The protection of Central Oahu ADC facilities, personnel, and program
- ii. Optimal staffing and fiscal levels for DLE to provide a safe environment.
- i. Collaborating with ADC to execute any subsequent agreement that sets forth additional ADC and DLE responsibilities regarding the protection of other ADC facilities and.
- j. Maintaining the keys and access that ADC issues to DLE. DLE shall be responsible for the costs of replacing lost keys.
- k. DLE shall provide a designee to be the initial point of contact for issues arising from concerns or incidents that occurred in ADC facilities.
- l. DLE shall maintain daily operational control of DLE personnel assigned to ADC facilities.
- m. DLE shall continue to process all personnel and fiscal documents for the ADC-assigned special duty or overtime law enforcement officers.
- n. DLE shall retain supervisory control of the ADC-assigned special duty or overtime law enforcement officers.

If the Board approves the staff's request, DLE and ADC, will collaboratively work with each other, and other stakeholders, to further refine the respective responsibilities of DLE and ADC, establish milestone task and schedules and, if needed, propose an amendment to this MOA for the Board's review, consideration, and action.

CONSERVATION PLAN:

N/A

CHAPTER 343:

N/A

DISCUSSION:

Consider Authorizing the Executive Director to enter into an agreement with DLE to allow DLE staff, to: (i) assist ADC, a public body corporate and politic and an instrumentality and agency of the State, in providing law enforcement in Central Oahu that include but is not limited to ADC owned property such as Whitmore North and South Parcels, Galbraith Agricultural Lands, Wahiawa Irrigation System, and various Oahu Tax Map Keys; (ii) Enter into a Memorandum of Agreement with ADC that Memorializes the Respective Responsibilities and Duties of DLE and ADC for said enforcement, and (iii) take all other actions necessary to effectuate this request.

RECOMMENDATION:

Based on the foregoing, staff recommends that the Board approve the Request noted above.

*Request to approve the final terms, and authorize the execution, of that certain Memorandum of Understanding between the Agribusiness Development Corporation and the Hawai'i Department of Law Enforcement to provide law enforcement patrols and security technologies for crime prevention at State-owned facilities and agricultural lands in the Central Oahu area, District of Wahiawā, City & County of Honolulu, State of Hawai'i, Tax Map Key Nos. (various).*  
June 18, 2026

Respectfully Submitted,

*Ken Nakamoto*

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KEN NAKAMOTO  
Project Manager

*Approved for Submission:*

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Wendy Gady  
Executive Director

**MEMORANDUM OF AGREEMENT BETWEEN THE  
DEPARTMENT OF LAW ENFORCEMENT  
AND THE AGRIBUSINESS DEVELOPMENT CORPORATION  
STATE OF HAWAII**

This Memorandum of Agreement (“Agreement”) is entered into on \_\_\_\_\_, 2026, but is effective as of July 1, 2026 (the “Effective Date”) by and between the STATE OF HAWAII DEPARTMENT OF LAW ENFORCEMENT (“DLE”), a body corporate and a public instrumentality of the State of Hawaii, whose business address is 715 S. King Street, Honolulu, Hawaii 96813 and the STATE OF HAWAII AGRIBUSINESS DEVELOPMENT CORPORATION, (“ADC”) a public body corporate and politic and an instrumentality and agency of the State, whose business address is 235 S. Beretania Street, Suite 205, Honolulu, Hawaii 96813(collectively, the “Parties”)

**WITNESSETH THAT:**

WHEREAS, ADC’s mission is to support the production of local agricultural products for local consumption in a manner that is economically and environmentally sustainable while continuing to develop commercial exports of locally produced agricultural products by coordinating and administering programs to assist agricultural industry to facilitate the transition of agricultural infrastructure from agricultural operations into other agricultural enterprises that promote through the use of former agricultural lands to enhance the economy;

WHEREAS, Act 211, Session Laws of Hawai’i (SLH) 1989, as amended, was enacted to consolidate all public safety functions and employees of state government into a department of public safety (PSD). Act 211, SLH 1989, as amended, provided further that effective July 1, 1990, the functions and employees of the office of the sheriff and security personnel in ADC, among others, were transferred to PSD;

WHEREAS, the DLE is a new state law enforcement agency established by Act 278, SLH 2022, which transferred some or all of the law enforcement functions of the Hawai’i Departments of the Attorney General, Public Safety, Transportation, and Defense to the DLE; and

WHEREAS, DLE’s law enforcement officers are currently assigned duties to protect State facilities, personnel, and programs throughout the state; and

WHEREAS, ADC and DLE seek to establish a collaborative arrangement that defines the provisions of law enforcement, security, protective technologies and special duty or overtime law enforcement officer staffing to provide law enforcement, security and protective services for ADC facilities, personnel, and programs in the Central Oahu area;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the ADC Executive Director and the DLE Director agree as follows:

**1. ROLES AND RESPONSIBILITIES OF THE PARTIES**

## **DLE Responsibilities:**

The DLE shall provide law enforcement and security technologies such as unmanned aerial systems (“drones”), cameras, and special duty or overtime law enforcement officers as needed at ADC’s Central Oahu properties to perform law enforcement functions and protective services for the safeguarding of ADC facilities, personnel, and programs. (collectively, “enforcement”)

DLE’s scope of work is more fully described below:

- a. Protecting ADC properties, facilities, employees
- b. Providing comprehensive protective services for ADC facilities in Central Oahu, including but not limited to:
  - i. Security of Lake Wilson and the Wahiawa Dam.
  - ii. Random patrols of ADC properties, facilities, and lessee properties by use of technology and special duty or overtime officers.
  - iii. Providing special duty or overtime officers for any additional protective measures deemed necessary for specific ADC facilities, or events on ADC property in Central Oahu.
- c. Preventing, detecting, and investigating criminal acts, and enforcing traffic regulations throughout Central Oahu ADC facilities, personnel, and programs.
- d. Providing ADC, no later than the first day of January each year, with the names, electronic mail addresses, and telephone numbers of the DLE Director, Deputy Directors, Sheriff, First Deputy Sheriff, and all Commanders in charge of commands associated with the protection of the Central Oahu ADC facilities, properties, and lessee properties. DLE shall notify ADC of any change in the above assignments as deemed necessary.
- e. Immediately notifying ADC via the Administrator, or Administrator’s designee of any threats, security incidents, security breaches, criminal arrests for acts committed on ADC property, and/or damages to the ADC facility. In addition, DLE shall submit a written security incident report detailing the incident to ADC within 24 hours of the occurrence.
- f. Providing advance notification at the earliest convenience to the Executive Director, in writing, of conflicting obligations, which may reduce the number of DLE personnel present at any ADC facility. Provide regular progress reports to ADC, legislators, and stakeholders on the progress of the Project.
- g. Obtaining prior written notice, approval, and coordination from ADC for any

DLE plan or proposal to bring outside personnel or equipment into ADC facilities. This includes, but is not limited to, additional law enforcement personnel, specialized equipment, or any other resources not typically present in ADC facilities. The written request shall detail the nature of the plan, the resources involved, and the justification for their presence. ADC reserves the right to approve, modify, or deny any such requests based on security considerations and the potential impact on ADC operations.

- h. Within thirty days of the execution of this agreement by all parties, and each year thereafter, the Director of DLE shall meet and confer with the ADC Executive Director, or their respective designees. Each meeting shall focus on the security requirements for ADC, including but not limited to:
  - i. The protection of Central Oahu ADC facilities, personnel, and program
  - ii. Optimal staffing and fiscal levels for DLE to provide a safe environment.
- i. Collaborating with ADC to execute any subsequent agreement that sets forth additional ADC and DLE responsibilities regarding the protection of other ADC facilities and.
- j. Maintaining the keys and access that ADC issues to DLE. DLE shall be responsible for the costs of replacing lost keys.
- k. DLE shall provide a designee to be the initial point of contact for issues arising from concerns or incidents that occurred in ADC facilities.
- l. DLE shall maintain daily operational control of DLE personnel assigned to ADC facilities.
- m. DLE shall continue to process all personnel and fiscal documents for the ADC-assigned special duty or overtime law enforcement officers.
- n. DLE shall retain supervisory control of the ADC-assigned special duty or overtime law enforcement officers.

### **ADC Responsibilities:**

ADC, as the owner of the State facilities and agricultural lands in Central Oahu, shall work with DLE, as requested by DLE, to expeditiously resolve questions posed by or input sought by DLE. ADC shall carry out any and all other tasks necessary to facilitate the enforcement.

The implementation of DLE's scope of work is subject to appropriation of CIP funds by the legislature for the Project and such funds are being made available to the DLE. If funding is not appropriated during the legislative session, this MOA may be terminated by either party by providing thirty days prior written notice to the other party.

ADC's scope of work is more fully described below:

- a. Issuing keys and any other access to DLE personnel to carry out their responsibility for the protection of each ADC property and facilities. DLE shall maintain and be responsible for the security of the keys issued to DLE personnel by ADC and shall not duplicate the keys and electronic card keys without ADC's written permission.
- b. Providing DLE, no later than the first day of January each year, with the names and telephone numbers of the Administrator, applicable mid-level managers, and any of ADC's Central Oahu property lessees. ADC shall notify DLE of any changes.
- c. ADC shall give the DLE responsibility for procuring, repairing, maintaining, and managing all law enforcement, security and protective technologies.
- d. ADC shall provide 10-days' advanced notice of the need for special duty or overtime law enforcement officers.
- e. Collaborating with DLE to execute any subsequent agreement that sets forth additional ADC and DLE responsibilities regarding the protection of ADC facilities, properties, and lessee properties.
- f. Provides access and reasonable space to the DLE for the purposes of installing and housing independent information technology hardware and software to support security response, monitoring, booking, report writing and other tasks related to the protection of ADC facilities, personnel, and programs.
- g. The ADC shall provide its administrator, or the administrator's designee, to be the initial point of contact for issues arising from concerns or incidents that occurred in ADC facilities.
- h. ADC shall fund the appropriate complement of full-time ADC staff positions required in support and supervision of ADC-assigned special duty or overtime law enforcement officers.

**Joint DLE and ADC Responsibilities:**

- a. DLE and ADC agree that the total number of ADC-assigned law enforcement officers for a special events deployment such as the Hawaii Farm Fair, shall be determined by DLE, after consultation with ADC. DLE and ADC recognize that the safety and security of ADC facilities, personnel, and programs are important, and that DLE and ADC will coordinate and support each other's requests to the Legislature for additional law enforcement officers, additional support staff, and equipment to service the ADC.
- b. ADC, through its Administrator, or their designee, shall have only those authorities and responsibilities specifically set forth in this MOA with respect to all ADC-assigned law enforcement and security technologies and special duty or

overtime law enforcement officers. DLE, as the employer of all ADC-assigned special duty or overtime law enforcement officers, shall retain all other authorities and responsibilities not explicitly granted to ADC in this MOA.

- c. DLE and ADC shall comply with all applicable requirements of the Americans with Disabilities Act (ADA) as it relates to the law enforcement, security, and protective functions and special duty or overtime law enforcement officers performed under this MOA. DLE shall provide reasonable accommodations to qualified individuals with disabilities, including modifying policies, practices, and procedures accordingly. ADC shall cooperate with DLE in identifying and implementing necessary accommodations. The parties shall engage in an interactive process to determine appropriate reasonable accommodations on a case-by-case basis.
- d. ADC and DLE shall review, as necessary, the effectiveness of services provided by DLE.
- e. ADC and DLE shall collaboratively: (i) further refine and clarify the respective responsibilities of ADC and DLE, (ii) develop a schedule for the tasks under this MOA and the timeline for accomplishing each of the tasks, and (iii) develop tasks.
- f. No later than 60 days after the tasks are agreed upon by the Parties, DLE and ADC shall amend this MOA to memorialize the results of tasks (i), (ii), and (iii) above and shall execute future memoranda of agreement to address any individual requirements for the protection of ADC, offices, properties, programs, and personnel in Central Oahu; DLE's use of ADC facilities; DLE's technological needs within ADC facilities; and other relevant matters not covered in this MOA, including escorting and transportation services for individuals in custody.
- g. Each party's responsibilities under this MOA are subject to the availability of funds for those purposes.
- h. The parties agree to discuss and resolve any dispute regarding the terms and conditions of this MOA.

## **2. TERM**

This MOA is effective as of the Effective Date and shall continue until terminated as provided herein.

## **3. BUDGET AND PAYMENT SCHEDULE**

The DLE shall be compensated by the ADC for facilitating and coordinating the Enforcement. The compensation from ADC to DLE shall be either, a fixed amount or an hourly rate, to be agreed to by the Parties only if funding is appropriated in the legislative session. If funding is appropriated in the legislative session, the parties shall work in good faith to agree on

a compensation and, failing agreement on compensation, this MOA may be terminated by DLE by providing thirty days prior written notice to the other party.

- a. The parties will, as much as possible, identify and agree to law enforcement staffing levels necessary to meet the requirements of the needs supported by this Agreement, and assist in the formation of the expenditure plan and annual budget process for this Agreement;
- b. No later than sixty (60) days prior to the start of each fiscal year, DLE will submit an Expenditure Plan and budget to ADC for its review and approval. ADC will pay DLE for actual costs expended outlined in the approved Expenditure Plan under this Agreement. DLE will submit a request in writing to ADC for any changes to the approved annual Expenditure Plan for approval by ADC provided that ADC may reasonably withhold approval for requests to changes to the approved annual Expenditure Plan, but ADC understands that DLE may reduce staffing or operations if funds are not available.
- c. Upon ADC's approval of the DLE's Expenditure Plan, DLE is authorized to expend funds in accordance with and not to exceed the approved Expenditure Plan.
- d. ADC will transfer up to \$828,565.96 to the DLE based upon the approved Expenditure Plan. Funds not used or encumbered by the close of a fiscal year shall be returned to ADC or transferred for use in the first fiscal quarter of the subsequent fiscal year with prior written approval by ADC. If prior year's funds are transferred, DLE will adjust the transfer of the new fiscal year funds for the first quarter.
- e. The DLE Director will submit its written request to ADC Administrator to approve any increases to the DLE's annual Expenditure Plan for approval. DLE will not expend funds above any approved budget without obtaining prior written approval from ADC.
- f. The rates for the fringe benefits specified in the expenditure plan shall be based upon the Employee Fringe Rates published by the State of Hawaii Department of Budget and Finance, or as superseded by subsequent publications. ADC shall reimburse DLE for any additional costs that may result from new or additional benefits gained through collective bargaining for the DLE personnel assigned to the ADC.
- g. No later than 45 calendar days following the close of each quarter, DLE will provide the completed expenditure reports to ADC with information related to the respective operations. No later than 60 calendar days following the close of the fiscal year, DLE will provide the completed expenditure report to ADC with the information related to the operation. For any funds transferred by either ADC to DLE that remains unexpended by DLE at the end of the fiscal year as calculated in the year-end expenditure report, DLE shall reduce the invoice

payment by the same amount for the first quarter of the next fiscal year to the respective party. The expenditure report (Attachment A) is subject to review and audit, and additional information may be requested by ADC and provided by DLE.

#### **4. INTERGOVERNMENTAL COMMUNICATIONS.**

To provide for consistent and effective communications between ADC and HCDA, each party shall designate a principal responsible party to serve as the central point of contact and communications on matters relating to activities to be provided through this Agreement.

##### **ADC PRINCIPAL RESPONSIBLE PARTY:**

Wendy Gady, Executive Director  
Agribusiness Development Corporation  
235 S. Beretania St., Suite 205  
Honolulu, Hawaii 96813  
808-586-0186  
[wendy.l.gady@hawaii.gov](mailto:wendy.l.gady@hawaii.gov)

##### **DLE PRINCIPAL RESPONSIBLE PARTY:**

Mike Lambert, Director  
Department of Law Enforcement  
715 S. King St.  
Honolulu, Hawaii 96813  
808-587-5045  
[law.director@hawaii.gov](mailto:law.director@hawaii.gov)

Persons designated by ADC and DLE Director shall meet, as necessary, to discuss any issues related to the implementation of this MOA and shall meet and confer about any other unanticipated situation regarding the mutual covenants specified herein.

#### **5. AMENDMENT AND MODIFICATION**

This MOA constitutes the entire agreement between the parties and supersedes all prior written and/or oral agreements regarding the matters specifically addressed herein. This MOA may be altered or modified only in writing signed by the parties.

#### **6. TERMINATION**

This MOA may be terminated by either party after providing written notice of termination at least 180 calendar days prior to the requested date of termination. Upon termination of this MOA, and except as provided herein, the personnel, supplies, and equipment of each party shall be retained by that party.

#### **7. COUNTERPARTS**

This Agreement may be executed by the Parties in one or more counterparts, each of which shall be deemed an original, and said counterparts will together constitute one and the same agreement and shall be binding on each of the Parties notwithstanding that all the Parties are not signatory to the original or same counterpart. The submission of a signature page by facsimile transmission, or similar electronic submission facility (e.g., e-mail or electronic signature) shall be deemed to constitute an “original signature page for all purposes, and facsimile or electronic copies shall be deemed to constitute duplicate originals.

**8. THIRD PARTY BENEFICIARY**

This Agreement is made solely and specifically for the benefit of the Parties, its successors, agents, representatives and assigns. No other person or entity shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have executed this MOA on the dates set forth below.

Department of Law Enforcement:

Agribusiness Development Corporation:

\_\_\_\_\_  
MIKE LAMBERT  
Director

\_\_\_\_\_  
WENDY GADY  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Deputy Attorney General

\_\_\_\_\_  
Deputy Attorney General



STATE OF HAWAII  
**AGRIBUSINESS DEVELOPMENT  
CORPORATION**

E-5

STAFF SUBMITTAL TO THE BOARD OF DIRECTORS  
June 18, 2026

**Subject:** Request to approve the final terms, and authorize the execution, of that certain Memorandum of Agreement between various Hawai'i State government agencies to support the Food and Product Innovation Network.

**Applicant:** Agribusiness Development Corporation (ADC)

**Authority:** Section 163D-4(a)(5), Hawaii Revised Statutes (HRS)

**BACKGROUND:**

The Hawaii State Legislature passed Act 237, SLH 2025, which established the Food and Product Innovation Network ("FPIN") within the Agribusiness Development Corporation ("ADC"). Act 237 directs ADC to develop open-access facilities that support value-added agriculture, product development, and agribusiness expansion by providing technical expertise, advance production equipment, toll-processing services, and commercialization support for Hawaii producers.

The legislature finds that establishing a food and product innovation network is critical to meeting the State's agricultural and economic diversification goals. The network will allow businesses in the State to capitalize globally on the "Hawaii made", "made in Hawaii", "produced in Hawaii", or "processed in Hawaii" brand; create world-class products; and scale up production by providing the businesses with access to a diverse suite of manufacturing equipment and industry expertise.

Accordingly, the purpose of this Act is to establish a statewide network of open-access food and value-added product development facilities to enable businesses to scale up new products from research and development to manufacturing and commercialization.

Implementation of the FPIN requires leadership from DBEDT to coordinate efforts with other departments and State agencies. These agencies must work together to advance food innovation, improve market access, and strengthen Hawaii's agricultural and economic resilience as envisioned under Act 237.

**REQUEST:**

Staff requests that the Board authorize the Executive Director to execute a Memorandum of Agreement ("MOA") between ADC and various State Government agencies, which include Department of Business, Economic Development, and Tourism ("DBEDT"), University of Hawaii ("UH"), Hawaii Department of Education ("HIDOE"), Department of Health ("DOH"), Department of Agriculture and Biosecurity ("DAB"), Department of Labor and Industrial Relations ("DLIR"), Hawaii Department of Transportation ("DOT"), Hawaii Technology Development Corporation ("HTDC"), Hawaii Community Development Authority ("HCDA"), and the Workforce Development Council to support the FPIN established under Act 237, SLH 2025. (Request).

*Request to approve the final terms, and authorize the execution, of that certain Memorandum of Agreement between various Hawai'i State government agencies to support the Food and Product Innovation Network.*

June 18, 2026

OPERATIONAL PLAN:

The various State agencies will work cohesively to support the implementation of a statewide network of open-access food and value-added product development facilities to enable businesses to scale up new products from research and development to manufacturing and commercialization. ADC's roles and responsibilities include the following:

- i. Develop and manage shared-use processing, aggregation, cold storage, and toll-manufacturing facilities that prioritize DOE regional kitchen demand and support scalable production statewide.
- ii. Coordinate with CTAHR and DAB to develop geographic information system ("GIS")-based maps of agricultural lands, irrigation systems, and commodity production capacity needed to support FPIN.
- iii. Lead statewide commodity mapping to inform FPIN planning, including analysis of production capacity, growing conditions, irrigation needs, and regional crop suitability.

CONSERVATION PLAN:

N/A

CHAPTER 343:

N/A

DISCUSSION:

The purpose of the MOA is to establish a framework of collaboration that articulates specific roles and responsibilities of the Parties to support the FPIN established by the Legislature through Act 237, SLH 2025. This interagency agreement will be jointly reviewed by all parties annually and revised, as needed, based on changes in laws/regulations, and/or when any party requests that changes be made.

RECOMMENDATION:

Based on the foregoing, staff recommends that the Board approve the Request noted above.

**MEMORANDUM OF AGREEMENT  
To Effectuate Act 237, Session Laws of 2025,**

**BASED UPON TRANSACTIONS AMONG GOVERNMENTAL ENTITIES  
with the  
STATE OF HAWAII, DEPARTMENT OF BUSINESS, ECONOMIC DEVELOPMENT,  
AND TOURISM  
and the  
UNIVERSITY OF HAWAII  
and the  
STATE OF HAWAII, DEPARTMENT OF EDUCATION  
and the  
STATE OF HAWAII, DEPARTMENT OF HEALTH  
and the  
STATE OF HAWAII, DEPARTMENT OF AGRICULTURE AND BIOSECURITY  
and the  
STATE OF HAWAII, DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS  
and the  
STATE OF HAWAII, DEPARTMENT OF TRANSPORTATION  
and the  
AGRIBUSINESS DEVELOPMENT CORPORATION  
and the  
HAWAII TECHNOLOGY DEVELOPMENT CORPORATION  
and the  
HAWAII COMMUNITY DEVELOPMENT AUTHORITY  
and the  
WORKFORCE DEVELOPMENT COUNCIL  
  
TO SUPPORT THE FOOD AND PRODUCT INNOVATION NETWORK**

# MEMORANDUM OF AGREEMENT TO SUPPORT THE FOOD AND PRODUCT INNOVATION NETWORK

## 1. *Background*

Act 237, Session Laws of Hawaii 2025 ("Act 237"), established the statewide Food and Product Innovation Network ("FPIN") within the Agribusiness Development Corporation ("ADC"). Act 237 directs ADC to develop open-access facilities that support value-added agriculture, product development, and agribusiness expansion by providing technical expertise, advance production equipment, toll-processing services, and commercialization support for Hawaii producers.

Implementation of FPIN requires leadership from DBEDT to coordinate efforts with other departments and State agencies. These agencies must work together to advance food innovation, improve market access, and strengthen Hawaii's agricultural and economic resilience as envisioned under Act 237.

## 2. *Purpose*

The purpose of this Memorandum of Agreement ("MOA") is to establish a collaborative framework that defines the roles and responsibilities of departments and State agencies in supporting the statewide implementation of Act 237. This MOA is entered into by the following State of Hawaii entities ("Parties"): Department of Business, Economic Development and Tourism ("DBEDT"), ADC, Hawaii Technology Development Corporation ("HTDC"), Hawaii Community Development Authority ("HCDA"), University of Hawaii ("UH"), Department of Education ("DOE"), Department of Health ("DOH"), Department of Agriculture and Biosecurity ("DAB"), Department of Labor and Industrial Relations ("DLIR"), Workforce Development Council ("WDC"), and Department of Transportation ("DOT") (each, a "Party", and collectively, the "Parties").

This agreement outlines each Party's roles and responsibilities.

Each Party to this MOA is recognized as an independent State entity with its own statutory authority. Participation in this MOA does not alter or supersede the governance, fiduciary responsibilities, or approval requirements of any Party, including any required approvals by governing boards.

Each Party may execute this MOA through its authorized representative. For entities with governing boards, execution of this MOA shall be subject to applicable board approval requirements prior to signature.

## 3. *Roles and Responsibilities*

### a. **DEPARTMENT OF BUSINESS, ECONOMIC DEVELOPMENT AND TOURISM**

Purpose: DBEDT serves as the statewide coordinator for the FPIN. DBEDT aligns economic strategy, infrastructure development, and business support

## MEMORANDUM OF AGREEMENT TO SUPPORT THE FOOD AND PRODUCT INNOVATION NETWORK

programs to strengthen Hawaii’s innovation ecosystem, expand value-added manufacturing, and grow export opportunities. DBEDT provides statewide leadership, policy direction, and interagency coordination across its divisions and agencies to advance Hawaii’s long-term economic priorities.

### Responsibilities of Department of Business, Economic Development and Tourism

DBEDT shall:

- i. Coordinate cross agency economic development strategies to ensure alignment with FPIN and Hawaii’s broader innovation priorities, working with divisions such as the Business Development and Support Division (“BDS”), the Research and Economic Analysis Division (“READ”), and attached agencies such as ADC, HTDC, and HCDA.
- ii. Align statewide investment priorities across programs and agencies to support high growth sectors and infrastructure with strong economic return potential.
- iii. Coordinate and align DBEDT divisions and attached agencies supporting FPIN, including BDS, READ, HTDC, HCDA, and others, while respecting the independent statutory authority and governance structures of each entity.

### Responsibilities of Agribusiness Development Corporation

ADC is administratively attached to DBEDT and has independent statutory authority, including governance by its Board of Directors. All actions undertaken pursuant to this MOA shall be consistent with ADC’s statutory authority and subject to board approvals as required.

ADC supports statewide agricultural readiness, shared-use facilities, and infrastructure required for FPIN scale-up. ADC shall:

- i. Develop and manage shared-use processing, aggregation, cold storage, and toll-manufacturing facilities that prioritize DOE regional kitchen demand and support scalable production statewide.
- ii. Coordinate with CTAHR and DAB to develop geographic information system (“GIS”)-based maps of agricultural lands, irrigation systems, and commodity production capacity needed to support FPIN.
- iii. Lead statewide commodity mapping to inform FPIN planning, including analysis of production capacity, growing conditions, irrigation needs, and regional crop suitability.

# MEMORANDUM OF AGREEMENT TO SUPPORT THE FOOD AND PRODUCT INNOVATION NETWORK

## Responsibilities of Business Development Support Division

BDSB supports FPIN by strengthening local business competitiveness and market access. BDSB shall:

- i. Promote authentic Hawaii-made food and product companies by increasing visibility and expanding their market reach.
- ii. Support the expansion of FPIN-aligned businesses across counties by leveraging Enterprise Zones to provide tax incentives that reduce operational costs and encourage local investment.
- iii. Expand export readiness for FPIN businesses through market training, supporting standards and regulatory compliance, and assisting with domestic US and international market entry.
- iv. With DAB, harmonize the Hawaii Made and Made in Hawaii with Aloha brands.

## Responsibilities of Foreign Trade Zone 9

FTZ9 shall:

- i. Operate FTZ9 in compliance with U.S. Customs and Foreign Trade Zones Board regulations and provide support and assistance to FPIN participants regarding foreign-trade zone compliance and service.
- ii. Provide bonded warehousing, logistics support, and trade services to importers, exporters, and manufacturers, including value-added producers in FPIN.
- iii. Reduce trade-related costs through duty deferral, reduction, or elimination programs that support scaling and global competitiveness.
- iv. Support FPIN businesses in accessing international markets by leveraging foreign-trade zone benefits to enhance export competitiveness.

## Responsibilities of Hawaii Technology Development Corporation

HTDC shall:

- i. Strengthen manufacturers through INNOVATE Hawaii (Hawaii's National Institute of Standards and Technology Manufacturing Extension Partnership Center) with technical assistance, training, and operations improvement.
- ii. Provide industry-focused services, including lean/process improvement, Industry 4.0 technologies, supply chain optimization, cybersecurity, product development, and food safety program development.

## MEMORANDUM OF AGREEMENT TO SUPPORT THE FOOD AND PRODUCT INNOVATION NETWORK

- iii. Administer key manufacturing and innovation grants including the Manufacturing Assistance Program (“MAP”) and Hawaii Small Business Innovation Research (“SBIR”) matching programs to support technology development and commercialization.
- iv. Provide innovation infrastructure such as incubators and hubs (e.g. Entrepreneurs Sandbox) to support startups, manufacturers, and technology firms.
- v. Partner with educators and employers to build technology and manufacturing workforce pipelines.
- vi. Advance statewide technology sector growth and diversified economic development.

### Responsibilities of Hawaii Community Development Authority:

HCDA operates under its own statutory authority and governance structure. Participation in this MOA and execution of related actions shall be subject to HCDA Board approval where applicable.

HCDA shall:

- i. Identify and plan sites for FPIN innovation hubs and value-added production facilities.
- ii. Connect FPIN firms with developers, investors, and public agencies to advance projects.
- iii. Streamline approvals for FPIN-related facilities to ensure zoning, building, and sustainability compliance.
- iv. Support investment attraction, job creation, and startup infrastructure.
- v. Coordinate necessary site infrastructure (roads, utilities, logistics support).
- vi. Engage communities and preserve cultural and historic assets.
- vii. Track FPIN project impacts and refine strategies.

### **b. UNIVERSITY OF HAWAII**

Purpose: UH serves as FPIN’s research, technical assistance, and workforce engine. UH aligns applied research, extension services, academic programs, and technical training to strengthen Hawaii’s food system, manufacturing capacity, and statewide innovation economy.

### Responsibilities of UH:

The UH fulfills its FPIN role through the coordinated efforts of its campuses and programs, including:

## MEMORANDUM OF AGREEMENT TO SUPPORT THE FOOD AND PRODUCT INNOVATION NETWORK

- i. Advance applied research in food systems, processing, formulation, packaging, and shelf life to support value-added product development.
- ii. Provide extension services for food safety, processing, and packaging.
- iii. Develop a statewide manufacturing workforce through industry-aligned, stackable credentials and community-college training.
- iv. Build education pathways connecting 2-year and 4-year programs.
- v. Lead statewide FPIN planning through engagement, research, and pilot development.
- vi. Operate food innovation and analytical capacity for testing, prototyping, labeling, and commercialization.
- vii. Support entrepreneurship through product development programs and internships.
- viii. Maintain statewide technical and academic standards aligned with FPIN.

### **Specifically, the following campuses and units have the following responsibilities:**

- i. UH Community Colleges (“UHCC”): Through the Office of the Vice President for Community Colleges, provides statewide access to technical education and workforce development programs, including early college and dual-credit pathways, and operates key facilities such as the Wahiawa Value-Added Product Development Center (“WVAPDC”) and Maui Food Innovation Center.
  - a. Leeward Community College:
    - i) Deliver entrepreneurship training including the ‘Āina to Mākeke and related programs.
    - ii) Provide the Food Manufacturing Technician certificate.
    - iii) Operate the WVAPDC including the High-Pressure Processing (“HPP”) facilities.
    - iv) Offer technical consulting in formulation, shelf life, and processing.
    - v) Expand access to neighbor-island partners through Statewide Access Master Plan.
  - b. Maui College:
    - i) Provide training and technical assistance in food business development and manufacturing.
    - ii) Operate shared-use facility for product testing and production.
    - iii) Support workforce through credit and non-credit programs.
    - iv) Connect entrepreneurs with experts and resources.

## MEMORANDUM OF AGREEMENT TO SUPPORT THE FOOD AND PRODUCT INNOVATION NETWORK

- c. Honolulu Community College:
    - i) Deliver training in machining welding, fabrication, and industrial production.
    - ii) Operate the Advanced Manufacturing Program Facility.
    - iii) Collaborate with the U.S. Department of Defense’s Industrial Base Analysis and Sustainment Program, Ku’i Hao, and industry partners.
  - ii. College of Tropical Agriculture and Human Resilience (“CTAHR”):
    - a. Supports commodity mapping, value-added product development, and scale-up programs.
    - b. Provide research in food systems, crop diversity, food science, and agricultural technology.
    - c. Deliver extension programs statewide.
    - d. Facilitate innovation forums.
    - e. Support agricultural workforce training.
    - f. Support FPIN planning using commodity maps developed with ADC, DAB, and the Office of Planning and Sustainable Development (“OPSD”)
  - iii. University of Hawaii Community Design Center (“UHCDC”):
    - a. Provides planning, research, and proof-of-concept design services to support FPIN infrastructure and implementation.
    - b. Develops MOAs with relevant entities to develop proof of concept engagement, research, analysis, planning, programming, designs, visualization, and communication strategies for FPIN sites.
- c. **DEPARTMENT OF EDUCATION**

Purpose: DOE supports FPIN by connecting K-12 career and technical education pathways and adult education programming, including career foundations, to value-added food production, entrepreneurship, and workforce opportunities. FPIN prepares entrepreneurs and chefs to potentially work with DOE to provide value-added foods for school menus.

### Responsibilities of Department of Education:

DOE shall:

- i. Develop relationships with out-of-state schools or school districts that have formed successful alliances with their regional kitchens or food product and innovation networks.

## MEMORANDUM OF AGREEMENT TO SUPPORT THE FOOD AND PRODUCT INNOVATION NETWORK

- ii. Support student entrepreneurship at the elementary, middle, and high school levels through career and technical education and Eduprise.
- iii. Administer work-based learning programs connected to FPIN for DOE students. This includes paid internships for high school and adult education students.
- iv. Develop and implement curriculum for Department of Education K-12 and adult education programs connected to FPIN, such as the Community Schools for Adults' Career Foundations curriculum. This includes the development of curriculum specifically for elementary schools.
- v. Support the use of the Career Foundations curriculum across state agencies and other members of FPIN through the Community Schools for Adults.
- vi. Continue to develop Career Foundations curriculum, as needed, to support the success and growth of FPIN through the Community Schools for Adults.

### d. **DEPARTMENT OF HEALTH**

Purpose: DOH ensures that FPIN-related food development, processing, and commercialization with state and federal food-safety standards. The DOH will assist, when possible, with international food safety-standards.

Responsibilities of Department of Health:

DOH shall:

- i. Ensure compliance with applicable food safety requirements.
- ii. Conduct inspections and issue certifications.
- iii. Review and approve food production and manufacturing facilities, including shared-use and FPIN-supported facilities, prior to operation in accordance with applicable health and safety regulations.
- iv. Provide training, Hazard Analysis Critical Control Point ("HACCP") or equivalent food-safety plan templates, and technical support.
- v. Authorize CTAHR and LCC to deliver standardized food safety training.
- vi. Provide pre-application guidance to reduce permitting delays.
- vii. Align standards with FDA and USDA state food-safety standards.
- viii. Align guidance with federal funding opportunities supporting FPIN.

### e. **DEPARTMENT OF AGRICULTURE AND BIOSECURITY**

Purpose: DAB prepares farmers to meet institutional-scale demand and emerging export opportunities while strengthening the agricultural economy.

# MEMORANDUM OF AGREEMENT TO SUPPORT THE FOOD AND PRODUCT INNOVATION NETWORK

## Responsibilities of Department of Agriculture and Biosecurity:

DAB shall:

- i. Support FPIN planning using commodity maps developed with ADC, CTAHR, and OPSD.
- ii. Develop grant and loan programs to help farmers scale food production.
- iii. Support cooperatives and food hubs through guidance and technical assistance.
  - a. Governance and business planning support.
  - b. Aggregation, cold chain, and distribution of operations.
  - c. Value-added processing and use of shared facilities (WVAPDC, HPP, commercial kitchens).
  - d. Market access and institutional buyer readiness.
  - e. Compliance with food safety and regulatory requirements (GAP, GMP, HACCP, labeling).
  - f. Workforce training aligned with FPIN needs.
  - g. Access to funding resources.
  - h. Implementation of data and traceability systems.
  - i. Integration into the Food and Product Innovation Network.
- iv. Conduct outreach on FPIN commodity needs and food safety requirements.
- v. Coordinate biosecurity and industry-protection measures.
- vi. With the Department of Business, Economic Development & Tourism, harmonize the Hawaii Made and Made in Hawaii with Aloha brands.
- vii. With interagency collaboration, for example, but not limited to, DOE, DBEDT, ADC, CTAHR, and the Department of Accounting and General Services, develop a system from delivery of commodities to payment for delivered goods, to eliminate barriers for DAB to encourage farmers to do business with the FPINs.

## **f. DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS**

Purpose: DLIR supports a skilled workforce for Hawaii's value-added food and manufacturing sectors.

## Responsibilities of Department of Labor and Industrial Relations:

DLIR shall:

- i. Administer the Workforce Innovation and Opportunity Act ("WIOA") and the Employment and Training Fund Program.
- ii. Identify employer skill needs and training investments.
- iii. Support internships and on-the-job training, including Hele Imua.

## MEMORANDUM OF AGREEMENT TO SUPPORT THE FOOD AND PRODUCT INNOVATION NETWORK

- iv. Manage job placement via HireNet Hawaii.
- v. Provide workforce policy oversight.
- vi. Enforce labor and safety standards.

### **g. WORKFORCE DEVELOPMENT COUNCIL**

Purpose: The Workforce Development Council serves as the State Workforce Development Board under WIOA and supports FPIN through statewide workforce strategy, system alignment, employer engagement, and development of talent pipelines connected to Hawai‘i’s food and product innovation economy.

#### Responsibilities of Workforce Development Council:

WDC shall:

- i. Align FPIN workforce initiatives with Hawai‘i’s WIOA State Unified Plan and long-term workforce priorities.
- ii. Convene employers, labor, education, and government partners to identify workforce needs in food production, manufacturing, logistics, and entrepreneurship.
- iii. Support development of career pathways, stackable credentials, and industry-recognized training programs relevant to FPIN sectors.
- iv. Promote work-based learning models including internships, apprenticeships, and earn-and-learn opportunities.
- v. Assist in identifying available federal and state workforce funding opportunities to support implementation.
- vi. Advance inclusive participation for underserved communities, rural communities, and Native Hawaiian beneficiaries through workforce access strategies.
- vii. Provide policy recommendations to strengthen long-term talent capacity for FPIN industries.

### **h. DEPARTMENT OF TRANSPORTATION**

Purpose: DOT supports FPIN by enabling efficient and reliable movement of goods statewide.

# MEMORANDUM OF AGREEMENT TO SUPPORT THE FOOD AND PRODUCT INNOVATION NETWORK

## Responsibilities of Department of Transportation

DOT shall:

- i. Maintain cold-chain logistics and transportation infrastructure supporting movement of perishable goods.
- ii. Ensure intermodal connectivity across freight systems.
- iii. Support FPIN transportation needs for local and value-added products.
- iv. Coordinate with partners to optimize freight flow.
- v. Promote safety, sustainability, and accessibility.
- vi. Make available, to the maximum extent possible, local, and value-added products in vendor and retail space to promote the Hawaii-made brand.

## 4. *General Terms*

- a. DURATION: This MOA shall take effect on July 1, 2026 and expire on June 30, 2028.
- b. MOA RENEWAL: this MOA may be extended for a period not to exceed two state fiscal years, provided that:
  - i. The Parties mutually agree in writing to extend the MOA prior to the expiration of the MOA; and
  - ii. The extended MOA shall be under the same terms and conditions of the original MOA, unless all Parties agree in writing to modify terms.
- c. DISPUTE RESOLUTION: In the event of any dispute, claim, or controversy arising out of or relating to this MOA, the complaining Party shall notify the other Parties of the dispute, claim, or controversy. The Parties shall attempt in good faith to resolve the matter through informal discussions.

If the dispute is not resolved through informal discussions within thirty (30) days after written notice of the dispute is provided as set forth above, the dispute shall be submitted to the Department of the Attorney General for discussion with each Party's legal counsel and, if applicable, a proposed resolution. The Parties shall cooperate fully and provide such information as may be reasonably requested for purposes of resolving the dispute. Any proposed resolution developed by the Department of the Attorney General shall be advisory only.
- d. APPROVAL: This MOA is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including as required by statute, regulation, rule, order, or other directive.

## MEMORANDUM OF AGREEMENT TO SUPPORT THE FOOD AND PRODUCT INNOVATION NETWORK

- e. MOA TERMINATION: Any Party may terminate its participation in this MOA by providing at least thirty (30) days written notice to the other Parties. The remaining Parties shall meet and determine whether the purpose of the MOA remains feasible without the terminated Party. If the remaining Parties determine that the purpose of the MOA remains feasible, they may continue operating under this MOA and shall make modifications as necessary to effectuate its purpose. Any amendments or modifications shall be completed pursuant to section f of this section.
- f. AMENDMENTS AND MODIFICATIONS: This MOA may be amended or modified only by mutual agreement in writing and signed by all of the Parties involved, including approval as to form by the Department of the Attorney General. The updated MOA shall be provided to all Parties upon execution.

### 5. Other Provisions:

- a. Nothing in this MOA shall be construed to conflict with applicable laws or otherwise diminish authorities otherwise vested in the Parties under federal law, the laws of the State of Hawai'i and/or binding agreements on agencies with third parties. Any provision in this MOA found to be in conflict with federal or state law and/or existing agreements shall be invalidated, but the remainder of this MOA shall remain in effect. If a provision is invalidated, the Parties shall immediately review this MOA to decide what should be done in light of the invalid term.
- b. This MOA defines in general terms the basis on which the Parties will cooperate, and as such, does not constitute a financial obligation or an authorization for particular expenditures. Expenditures of funds, human resources, equipment, supplies, facilities, training, public information, and technical expertise are generally intended to be provided by each Party to the extent that their participation is required and resources are available.
- c. Nothing in this MOA is intended to require the expenditure of funds in excess or advance of applicable appropriations. This MOA is not a fiscal or funds obligation document. Any activities involving reimbursement or contribution of funds among Parties to this MOA shall be handled in accordance with applicable laws, regulations, and procedures. Such activities will be documented in separate agreements that identify the specific projects between or among the Parties in appropriate detail. Such separate agreements should also reference this MOA.
- d. Nothing herein is intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any non-party to this MOA against the State of Hawai'i, its respective departments, agencies, or entities, or their officers, employees, or agents, or any other person.

**MEMORANDUM OF AGREEMENT TO SUPPORT THE FOOD AND PRODUCT  
INNOVATION NETWORK**

6. *Signatures of Approval:* Each party, by the signature below of its authorized representative, hereby acknowledges understanding of this MOA and agrees to its content.

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**MEMORANDUM OF AGREEMENT TO SUPPORT THE FOOD AND PRODUCT  
INNOVATION NETWORK**

State of Hawai‘i,  
Department of Business, Economic Development, and Tourism

APPROVED AS TO FORM:

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James Kunane Tokioka  
Director  
State of Hawai‘i, Department of Business, Economic Development, and Tourism

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Deputy Attorney General

Dated: \_\_\_\_\_

Agribusiness Development Corporation

APPROVED AS TO FORM:

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Wendy Gady  
Executive Director  
Agribusiness Development Corporation

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Deputy Attorney General

Dated: \_\_\_\_\_

Hawaii Technology Development Corporation

APPROVED AS TO FORM:

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Trung Lam  
Executive Director  
Hawaii Technology Development Corporation

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Deputy Attorney General

Dated: \_\_\_\_\_

**MEMORANDUM OF AGREEMENT TO SUPPORT THE FOOD AND PRODUCT  
INNOVATION NETWORK**

Hawaii Community Development Authority

APPROVED AS TO FORM:

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Craig K. Nakamoto  
Executive Director  
Hawaii Community Development Authority

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Deputy Attorney General

Dated: \_\_\_\_\_

University of Hawai'i

APPROVED AS TO FORM:

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Wendy F. Hansel  
President  
University of Hawaii

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Deputy Attorney General

Dated: \_\_\_\_\_

State of Hawai'i, Department of Education

APPROVED AS TO FORM:

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Keith T. Hayashi  
Superintendent  
State of Hawai'i, Department of Education

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Deputy Attorney General

Dated: \_\_\_\_\_

**MEMORANDUM OF AGREEMENT TO SUPPORT THE FOOD AND PRODUCT  
INNOVATION NETWORK**

Hawaii Department of Health

APPROVED AS TO FORM:

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Kenneth S. Fink  
Director  
Hawaii Department of Health

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Deputy Attorney General

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

State of Hawai'i, Department of Agriculture and Biosecurity

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Sharon Hurd  
Chair  
State of Hawai'i, Department of Agriculture and Biosecurity

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Deputy Attorney General

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

Department of Labor and Industrial Relations

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Jade Butay  
Director  
Department of Labor and Industrial Relations

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Deputy Attorney General

Dated: \_\_\_\_\_

**MEMORANDUM OF AGREEMENT TO SUPPORT THE FOOD AND PRODUCT  
INNOVATION NETWORK**

APPROVED AS TO FORM:

Department of Transportation

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Edwin Sniffen  
Director  
Department of Transportation

Dated: \_\_\_\_\_

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Deputy Attorney General

STATE OF HAWAII  
AGRIBUSINESS DEVELOPMENT CORPORATION

REVOCABLE PERMIT NO. RP-W52-26-03

Effective the \_\_\_\_\_, 2026 HAWAII FARM BUREAU (GRANTEE) whose mailing address is P.O. Box 253, Kunia, HI 96759, hereinafter called "PERMITTEE", is permitted to enter and occupy, 10 days of, The 60<sup>th</sup> Annual Hawaii State Farm Fair for parking and hosting the event located on that certain parcel of State land situate at Whitmore, District of Wahiawa, Oahu, TMK: (1)7-1-002-037, (1) 7-1-002-044, (1)7-001:005 (por) and (1) 7-1-002:041 (por) which encompasses approximately 52 acres hereinafter referred to as the "Premises."

THIS REVOCABLE PERMIT ("Permit") IS GRANTED UNDER THE FOLLOWING CONDITIONS:

A. The PERMITTEE shall:

1. Occupy and use the Premises, AS IS, WHERE IS, for the following specified purposes only:  
Hosting the Hawaii State Farm Fair and parking
2. Pay to the Agribusiness Development Corporation, whose mailing address is 235 S. Beretania St., Room 205, Honolulu, Hawaii 96813, hereinafter called ("ADC"), the sum of \$350 being venue fee due and payable by July 1, 2026. This fee will cover the ten days of venue use from July 5, 2026 through July 15, 2026.

Space	Area	Rate	Total
Whitmore	52 acres	\$350	\$350
<b>Total</b>	<b>52 Acres</b>		<b>\$350</b>

3. The Term of this Permit shall begin on or about July 5, 2026 and shall terminate on July 15, 2026, unless sooner terminated pursuant to the terms set forth in this Permit.
4. At the PERMITTEE's own cost and expense, keep insured all buildings and improvements erected on the premises in the joint names of the State of Hawaii and the PERMITTEE. At minimum, coverage must protect against loss or damage by fire, including perils specified in the extended coverage endorsement and in an amount equal to the full replacement value thereof. In the event of

a loss, damage, or destruction of those improvements, ADC shall retain from the proceeds of the policies those amounts it deems necessary to cover the loss, damage or destruction of the improvements and the balance of those proceeds, if any, shall be delivered to the PERMITTEE.

5. At the PERMITTEE's own cost and expense, maintain during the entire period of this Permit a policy or policies of commercial general liability insurance sufficient to protect PERMITTEE and ADC from and against any liability for all claims for personal injury, death, and property damage which may arise out of the exercise of rights granted herein. The policy or policies cover the entire Premises, including all buildings, structures, improvements, and grounds and all roadways or sidewalks on or adjacent to the Premises in the control or use of PERMITTEE. The minimum limit of said policy or policies shall not be less than \$500,000.00 for each occurrence and \$1,000,000.00 aggregate, with an insurance company or companies licensed to do business in the State of Hawaii.

PERMITTEE, prior to entry and use of the Premises or within fifteen (15) days from the effective date of this Permit, whichever is sooner, shall furnish ADC with a certificate(s) showing the policy(ies) to be initially in force, keep the certificate(s) on deposit during the entire term of this Permit, and furnish like certificate(s) upon each renewal of the policy(ies). The certificate(s) for such insurance shall contain or be accompanied by an assurance that a notice of cancelation and time to cure by PERMITTEE or by ADC at ADC's option, shall be issued to PERMITTEE and ADC at least thirty (30) days before cancelation. The policy shall include ADC as an additional insured as ADC's interests appear under this Permit.

6. If a holdover permittee, pay all real property taxes, which shall be assessed against the Premises from the date of this Permit. In addition, a PERMITTEE, if not a holdover permittee, who has occupied the Premises for a continued period of one year or more, shall pay the real property tax assessed against the Premises after the first year of the Permit.

7. Observe and comply with all laws, ordinances, rules, and regulations of the federal, state, municipal, or county governments affecting the Premises or any improvements, including but not limited to, all applicable federal, state, and county environmental impact regulations, including but not limited to Chapter 343, Hawaii Revised Statutes, as amended, and rules governing historic preservation.
8. Repair and maintain all buildings or other improvements now or hereafter on the Premises.
9. Obtain the prior written consent of ADC before making any improvements.
10. Keep the Premises and improvements in a safe, clean, sanitary, and orderly condition.
11. Pay, when due, a pro rata share of all common area maintenance fees and utilities, including but not limited to: custodial, maintenance, and groundskeeping services, and electrical, waste disposal, and water utilities.
12. Not make, permit, or suffer, any waste, nor strip, nor spoil, any nuisance or unlawful, improper or offensive use of the Premises.
13. Agree to indemnify, defend, and hold harmless the State of Hawaii, its officers, employees, Board members, and agents from and against any claim or demand for loss, liability, damage, cost, expense, and attorneys' fees, including claims for property damage, personal injury, or wrongful death, to the extent arising out of any occurrence on the Premises, resulting from any act or omission of the PERMITTEE, or occasioned by any act or nuisance made or suffered on the Premises, or by any accident or fire thereon caused by the PERMITTEE, or growing out of or caused by any failure on the part of PERMITTEE to maintain the Premises in a safe condition, or by any act or omission of PERMITTEE, and from and against all actions, suits, damages, and claims by whomsoever brought or made by reason of the non-observance or non-performance by PERMITTEE of any of the terms, covenants, and conditions herein or the laws,

ordinances, rules, and regulations of the federal, state, or county governments.

The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Permit.

In case the ADC shall, without any fault on ADC's part, be made a party to any litigation commenced by or against PERMITTEE in connection with this Permit, the PERMITTEE shall pay all costs and expenses incurred by or imposed on the ADC, including attorneys' fees.

14. Maintain for the duration of this Permit, insurance against claims for injuries to persons or damages to Premises, which may arise from or in connection with PERMITTEE or PERMITTEE'S agent, representative, employee, or contractor's use or occupancy of the Premises.

PERMITTEE shall ensure that any and all of PERMITTEE'S agents, representatives, employees or contractors carry and maintain at their sole cost and expense the following insurance policies and coverage below:

- a. Comprehensive general liability insurance, including contingent liability, contractual liability and products and completed operations liability in form and substance reasonably satisfactory to ADC, with an insurer licensed to do business in the State of Hawaii reasonably satisfactory to ADC, which shall be no less than:

Bodily Injury and Property Damage Liability \$500,000 each occurrence/ \$1,000,000 aggregate.

If the policy is written on a "claims made" form, it shall provide for an extended reporting period of not less than three (3) years.

- b. Comprehensive automobile liability insurance covering all owned, hired, or non-owned vehicles, including the loading and unloading thereof on the Premises.

- c. Workers' compensation insurance affording statutory limits, and employees' liability coverage with limits no less than \$500,000 covering all persons admitted to the Premises under the terms of this Permit.

15. PERMITTEE shall be responsible for any environmental issue occurring on the Premises during the entire time PERMITTEE occupies the Premises.

(a) PERMITTEE shall not cause or permit the escape, disposal, or release of any hazardous materials, except as permitted by federal, state, and local law. PERMITTEE shall not allow the storage or use of such materials in any manner not sanctioned by such federal, state, and local law. ADC may, upon reasonable request and for reasonable cause, require testing of the Premises to ascertain whether or not there has been any release of hazardous materials by PERMITTEE. In the event that the results of such testing establish that there has been a release of hazardous materials on the Premises by PERMITTEE, PERMITTEE shall, in addition to PERMITTEE's other obligations hereunder, be responsible for the cost of such testing.

PERMITTEE shall execute affidavits, representations, and the like from time to time at ADC's request concerning PERMITTEE's best knowledge and belief regarding the presence of hazardous materials on the Premises placed or released by PERMITTEE. If PERMITTEE at any time becomes aware of any past, present, or contemplated hazardous discharge or of any hazardous materials claims with respect to the Premises which could subject ADC, PERMITTEE, or the Premises to any liability or restrictions on ownership, occupancy, transferability, or use of the Premises under any hazardous materials laws, PERMITTEE shall immediately advise ADC thereof in writing and provide to ADC such detailed reports thereof as may be reasonably requested by ADC. ADC shall have the right in ADC's sole discretion to join and participate in any settlements, remedial actions, or legal proceedings or actions initiated with respect to any hazardous materials claims.

(b) PERMITTEE shall be responsible for and shall indemnify, defend, and hold harmless ADC and ADC's officers, employees, agents, successors, Board members, and assigns from and against any loss, damage, cost, expense, or liability directly or indirectly arising out

of or attributable to the generation, manufacture, treatment, handling, refining, production, processing, storage, release, threatened release, discharge, disposal, or presence of hazardous materials occurring on, under, or about the Premises during the term of this Permit and caused by PERMITTEE, including, without limitation: (1) all foreseeable and unforeseeable consequential damages; (2) the costs of any repair, clean-up, or detoxification of the Premises required by hazardous materials laws and of the preparation and implementation of any related closure, remedial, or other required plans; (3) the costs of ADC's investigation and handling of any hazardous materials claims, whether or not any lawsuit or other formal legal proceeding shall have been commenced with respect thereto; (4) the costs of ADC's enforcement of this covenant, whether or not a lawsuit is brought therefore; and (5) all reasonable costs and expenses incurred by ADC in connection with clauses (1), (2), (3), and (4) including, without limitation, reasonable attorney's fees.

(c) The provisions of this paragraph shall survive the revocation or earlier termination of this Permit.

B. Additional Conditions:

1. ADC may revoke this Permit for any reason whatsoever, upon written notice to the PERMITTEE at least thirty (30) days prior to the revocation; provided, however, that in the event that payment is delinquent for a period of ten (10) days or more, this Permit may be revoked upon written notice to the PERMITTEE. Said notice must be at least five (5) business days prior to the revocation date.
2. If the PERMITTEE does not vacate the premises upon the revocation of the Permit by ADC, the PERMITTEE shall pay to the State of Hawaii liquidated damages at the daily rate of TWENTY AND NO/DOLLARS (\$20.00) for each day, or portion thereof, the PERMITTEE remains on the premises over the date of revocation. The payment is in addition to any other rights or remedies ADC may be entitled to pursue, such as breach of contract, or for illegal occupancy, including the right to evict the PERMITTEE without court action, and the costs and attorneys' fees

thereof to be paid by the PERMITTEE. The provisions of this paragraph shall survive the revocation or earlier termination of this Permit.

3. If the PERMITTEE fails to vacate the premises upon the revocation of the Permit, then the ADC, ADC's agents and/or representatives may enter upon the Premises and remove and dispose of all vehicles, equipment, materials, and/or any personal property remaining on the Premises, and the PERMITTEE agrees to pay for all costs and expenses of removal and disposition. The provisions of this paragraph shall survive the revocation or earlier termination of this Permit.
4. Upon termination or revocation of the Permit, PERMITTEE shall surrender the Premises in substantially the condition as of the date hereof, ordinary wear and tear excepted. If the PERMITTEE fails to surrender the Premises in such condition, ADC shall have the option to correct any issues and charge the PERMITTEE for any costs, including reasonable damages for any delay caused. The provisions of this paragraph shall survive the revocation or earlier termination of this Permit.
5. Any improvements, including but not limited to equipment, buildings and fences, erected or moved on to the Premises by the PERMITTEE shall remain the property of the PERMITTEE and the PERMITTEE shall have the right, prior to the termination of this Permit, or within an additional period ADC in its discretion may allow, to remove the improvements from the Premises; provided, however, that in the event the PERMITTEE fails to remove the improvements forty-five (45) days after written notice to remove has been sent, then ADC may elect to retain the improvements or may remove the same and charge the cost of removal, storage, or disposal, if any, to the PERMITTEE.
6. ADC may at any time increase or decrease the monthly rental by written notice at least thirty (30) days prior to the date of change of rent.
7. ADC reserves the right for itself, its agents, and/or representatives, to enter or cross any portion of the Premises with prior notice to PERMITTEE. Notice is not required in the case of an emergency.

8. This Permit or any rights hereunder shall not be sold, assigned, conveyed, leased, mortgaged, or otherwise transferred or disposed of.
9. It is understood that the PERMITTEE has inspected the Premises and knows the conditions thereof and fully assumes all risk incident to PERMITTEE'S use of the Premises.
10. The acceptance of fee by the ADC shall not be deemed a waiver of any breach by the PERMITTEE of any term, covenant, restriction, or condition of this Permit, or of ADC's right to declare and enforce a forfeiture for any breach; and the failure of ADC to insist upon strict performance of any term, covenant, or condition, or to exercise any option herein conferred, in any one or more instances, shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or option unless reduced to writing and signed by the ADC.
11. The failure of the ADC to insist upon strict compliance with any term, provision, or condition of this Permit shall not constitute or be deemed to constitute a waiver or relinquishment of the ADC'S right to enforce the same in accordance with this Permit.
12. The term of this event permit beyond one (1) year from date of issuance, is subject to the prior approval of the ADC Board of Directors.
13. The use and enjoyment of the Premises shall not be in support of any policy which discriminates against anyone based upon race, color, sex, national origin, age, or disability, or any other class as protected under applicable federal or state law.
14. Any and all disputes and/or questions arising under this permit shall be referred to the ADC Executive Director and her determination of the disputes or questions shall be final and binding on the parties.
15. ADC shall not be responsible for theft or damage to PERMITTEE'S property, including but not limited to any vehicles or property stored on the Premises.
16. There is no parking on Saipan Road it is a private road. Any cars participating in event found parked on Saipan

Road will be subject to tow and organizer will be fined \$1,000.00 payable to ADC for this infraction.

[The remainder of this page is left intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the dates noted below.

**PERMITTOR:**

STATE OF HAWAII,  
AGRIBUSINESS DEVELOPMENT  
CORPORATION

By: \_\_\_\_\_  
Wendy Gady

Its: Executive Director

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

**PERMITTEE:**

Hawaii Farm Bureau Federation

By: \_\_\_\_\_

\_\_\_\_\_  
Brian Miyamoto  
(print name)

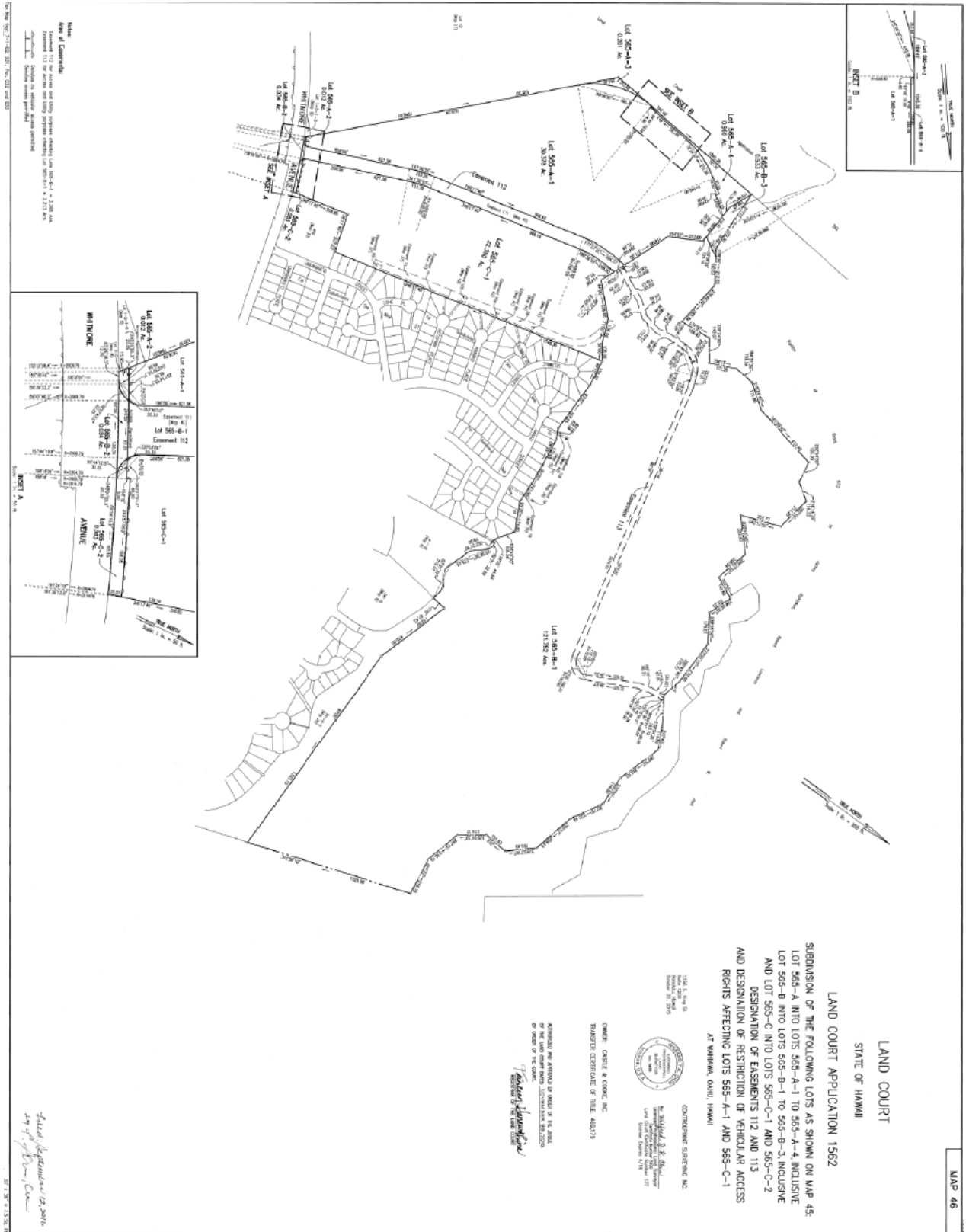
Its: \_\_\_\_\_  
President

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy Attorney General

EXHIBIT A



Notes:  
 Area of Controversy:  
 1. The area shown on this map is the area of controversy between the applicant and the State of Hawaii.  
 2. The area shown on this map is the area of controversy between the applicant and the State of Hawaii.  
 3. The area shown on this map is the area of controversy between the applicant and the State of Hawaii.



State Department of Land and Natural Resources  
 12/1/2011  
 12/1/2011

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

On this \_\_\_\_ day of \_\_\_\_\_, 2026, before me personally appeared **WENDY L. GADY**, personally known/proved to me on the basis of satisfactory evidence, 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.

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

(Notary Stamp or Seal)

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

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

On this \_\_\_\_ day of \_\_\_\_\_, 2026, before me personally appeared \_\_\_\_\_, personally known/proved to me on the basis of satisfactory evidence, 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.

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

(Notary Stamp or Seal)

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

STATE OF HAWAI'I  
**AGRIBUSINESS DEVELOPMENT  
CORPORATION**

E-9

STAFF SUBMITTAL TO THE BOARD OF DIRECTORS  
June 18, 2026

**Subject:** Request to approve the final terms, and authorize the execution, of that certain Right-of-Entry agreement issued to Hawaiian Electric Company for power-pole installation, situated in Whitmore Village, District of Wahiawā, City and County of Honolulu, State of Hawai‘i, Tax Map Key Nos. (1) 7-1-002:004 (portion); :009 (portion).

**Applicant:** Agribusiness Development Corporation (ADC)

**Authority:** Section 163D-4(a)(5), Hawaii Revised Statutes (HRS)

**BACKGROUND:**

This request is related to the development of the Central Oahu Food and Agriculture Hub (COFAH) in Whitmore, Oahu. The Department of Accounting and General Services (DAGS) has been tasked with constructing the interior roads and infrastructure for the project that includes water, sewer, and power. On June 26, 2025, the ADC Board of Directors (Board) approved the issuance of a construction right of entry to the Hawaii Department of Education (HDOE) for the construction of their regional kitchen within the COFAH. HDOE made a request to DAGS for power to be installed by December 2026 so that they can start construction of the regional kitchen in order to meet their anticipated start date in June 2027. The right of entry is to allow the Hawaiian Electric Company, Inc. (HECO) to access the property and install new power poles on site.

**REQUEST:**

Staff requests that the Board authorize the Executive Director to execute and issue a Right of Entry (ROE) (Exhibit “A”) to HECO, for utility work consisting of installing, maintaining, replacing and removing electric utility poles and associated equipment in Whitmore, Oahu. (Request).

**OPERATIONAL PLAN:**

The electrical service will provide power for HDOE’s regional kitchen and sewer lift station. Upon installation of the infrastructure, ADC will obtain metes and bounds for the issuance of a grant of easement in favor of HECO to maintain their equipment and access the meter. A separate subsequent request will be made to the Board for an easement upon completion of construction and survey work.

**CONSERVATION PLAN:**

N/A

**CHAPTER 343:**

Under *Hawaii Revised Statutes* (HRS) §343-5(a), an environmental assessment shall be required for actions, that propose, among other things, the “(1) use of state land or county lands, or the use of state or county funds[.]” In this case, the project triggers an environmental assessment because it proposes the use of state or county lands.

*Request to approve the final terms, and authorize the execution, of that certain Right-of-Entry agreement issued to Hawaiian Electric Company for power-pole installation, situated in Whitmore Village, District of Wahiawā, City and County of Honolulu, State of Hawai‘i, Tax Map Key Nos. (1) 7-1-002:004 (portion); :009 (portion).*  
June 18, 2026

In accordance with the Comprehensive Exemption List for the Agribusiness Development Corporation dated May 1, 2018, the subject Request is exempt from the preparation of an environmental assessment pursuant to Exemption Class No. 10, item 9, which includes “Creation or termination of easements, covenants, or other rights in structures or land[.]” The Request is a de minimis action that will probably have minimal or no significant effect on the environment and should be declared exempt from the preparation of an environmental assessment.

DISCUSSION:

The requirement of a right of entry is standard for HECO electrical service installation. The ROE shall remain in place until ADC issues a grant of easement to HECO. The ROE provides HECO with rights to access areas within the COFAH for the utility work. There will be no rent fees assessed to HECO in connection with this right of entry.

RECOMMENDATION:

Based on the foregoing, it is recommended that the Board:

1. Approve the Request, subject to the following conditions:
  - a. HECO shall obtain appropriate insurance to cover the event that shall indemnify ADC and the property, and
  - b. HECO shall indemnify and hold harmless ADC from all claims, and
2. Declare that, pursuant to ADC’s Comprehensive Exemption List dated May 1, 2018, the proposed disposition will probably have minimal or no significant effect on the environment and is therefore exempt from the preparation of an environmental assessment, pursuant to HRS Chapter 343.

Respectfully Submitted,

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KEN NAKAMOTO  
Project Manager

*Approved for Submission:*

---

Wendy Gady  
Executive Director

JOSH GREEN, M.D.  
GOVERNOR

SYLVIA LUKE  
LT. GOVERNOR



WENDY GADY  
EXECUTIVE DIRECTOR

STATE OF HAWAII  
**AGRIBUSINESS DEVELOPMENT CORPORATION**  
HUI HO'OUULU AINA MAHIAI

June 18, 2026

**TO:** Erin P. Kippen, Vice President  
Hawaiian Electric Company, Inc.  
Land & Rights of Way Division  
P.O. Box 2750  
Honolulu, HI 96840-0001

**FROM:** Wendy L. Gady  
Executive Director

**SUBJECT:** Right to Enter Upon Property in Whitmore, Wahiawa, Oahu for Installing New Power Poles

The AGRIBUSINESS DEVELOPMENT CORPORATION, (“GRANTOR”), understands that the Hawaiian Electric Company, Inc. (GRANTEE”) is a Hawaii corporation, whose mailing address is P.O. Box 2750, Honolulu, Hawaii, 96840-0001.

GRANTOR hereby grants a right-of-entry for access to a limited portion of tax map key (TMK) (1)7-1-002:004 and 009 (por) which is outlined on Exhibit A, hereto attached (hereinafter referred to as the “Premises”) to the GRANTEE and its designees, also referred to collectively, as “GRANTEE,” for the purpose of accessing, installing, maintaining, replacing and removing electric utility poles and associated equipment, (“Utility Work”) subject to the following:

1. This Agreement is exclusively for GRANTEE’s performance of the Utility Work. The term of this Agreement shall commence on [INSERT DATE], 2026, and terminate upon the recordation of a Grant of Easement between the parties hereto for GRANTEE’s access and utility purposes concerning the Premises, unless otherwise extended by GRANTOR and agreed upon by GRANTEE in writing.
2. GRANTEE shall be responsible for damage to property or injury to persons to the extent such damage or injury is caused by or resulting from any negligent act or omission of the GRANTEE during the GRANTEE’s use of the Premises to the extent provided under applicable law.
3. GRANTOR makes no representations as to the present or future use of the Premises. GRANTEE acknowledges that there are certain risks of injury or property damage inherent to using the Premises, and agrees to assume such risk and to release, discharge, hold the GRANTOR and all of its employees harmless from and against any and all claims, demands, losses, expenses (including

attorneys' fees), liabilities and damages (including those arising from property damage, personal injury, and wrongful death), arising out of or in any way related to Grantee's use of the Premises except to the extent that any injury or property damage is attributable to the negligence or willful misconduct of GRANTOR or its employees or agents.

4. Vehicles shall only enter the Premises at access points approved in writing by GRANTOR. GRANTEE shall not cut any berms or fences to access the Premises, build any improvements upon the Premises (except to the extent the same is considered Utility Work, or otherwise alter the Premises without written approval of GRANTOR. In the event that GRANTEE causes damage to the Premises, GRANTEE shall repair the same to a condition substantially similar to that which existed immediately prior to such damage, reasonable wear and tear excepted.
5. GRANTEE shall take necessary precautions to ensure the Premises is secured after the maintenance work is completed. Such precautions may include but are not limited to: locking and securing gates used by Grantee, restoring agricultural berms cut by Grantee, and placing traffic barriers where needed by virtue of Grantee's use of the Premises to prevent unauthorized access.
6. GRANTEE shall observe and comply with all laws, ordinances, rules and regulations of the Federal, State and County governments applicable to the use of the Premises.
7. The use of the Premises shall not be in support of any policy, which discriminates against anyone based upon race, creed, color, sex national origin, religion, marital status, familial status, ancestry, physical handicap, disability, age or HIV (Human Immunodeficiency Virus).
8. GRANTEE shall not cause or permit the escape, disposal or release of any hazardous material except as permitted by law. GRANTEE shall not allow the storage or use of such materials in any manner not sanctioned by law or the standards prevailing in the industry for the storage and use of such materials, nor allow to be brought onto the Premises any such materials except to use in the ordinary course of GRANTEE's business.

"Hazardous materials" shall mean any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, or oil defined as toxic or hazardous in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, the Federal Clean Water Act, or any other Federal, State, or local environmental law, regulation, ordinance, or rule, whether existing as of the date hereof, previously enforced, or subsequently enacted.

9. GRANTEE must provide liability insurance coverage insuring itself against liability due to GRANTEE's damage to property, bodily injury or death, in the amounts of \$500,000 per occurrence for bodily injury and property damage, and \$1,000,000 in the aggregate. The State of Hawaii Agribusiness Development Corporation shall be included as additional insured. A certificate of insurance evidencing sufficient insurance coverage shall be deposited with GRANTOR prior to the date of the maintenance work.
10. GRANTEE may not assign its interests under this Agreement without the written consent of GRANTOR.
11. This Agreement constitutes the entire agreement between GRANTOR and GRANTEE pertaining to GRANTEE's right of entry onto the Premises, and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver and agreeable to both parties.
12. GRANTEE agrees to indemnify, defend, release and hold harmless GRANTOR from and against any and all costs, claims, suits, fines, damages, or causes of action of any kind for injury of any kind to any person, or damage to any property of any kind occasioned (collectively, "Claims"), including all reasonable costs incurred by GRANTOR to defend any such action but only to the extent such Claims are attributable to GRANTEE's negligence or willful misconduct in its use of the Premises.
13. GRANTOR and GRANTEE agree that GRANTEE does not and shall not claim at any time any real property interest in the Premises. THIS AGREEMENT IS NOT A LEASE OR A GRANT OF EASEMENT.
14. GRANTEE will not suffer, make, commit, or permit any waste or strip or unlawful or improper or offensive use of the Premises, or any part thereof. GRANTEE will ensure that any and all material such as, but not limited to, paper products, soda cans, etc., brought to the Premises by GRANTEE shall be removed from the Premises each day of the GRANTEE's exercise of the rights granted under this Agreement.
15. GRANTEE shall be responsible for the actions and activities of its employees, agents, and contractors acting in the course of their respective employment and operations pursuant to this Agreement. GRANTEE's operations will be conducted in a professional, workmanlike, and orderly manner.

- 16. GRANTOR makes no representations as to the present or future condition of the Premises. GRANTEE assumes all risks except as provided otherwise by this Agreement.
- 17. This Agreement shall be governed by the laws of the State of Hawaii and any question arising hereunder shall be construed or determined according to such law.

GRANTOR and GRANTEE acknowledge, accept, and promise to abide by all terms and conditions of this Agreement for the use of the Premises by executing this Agreement on the date noted below.

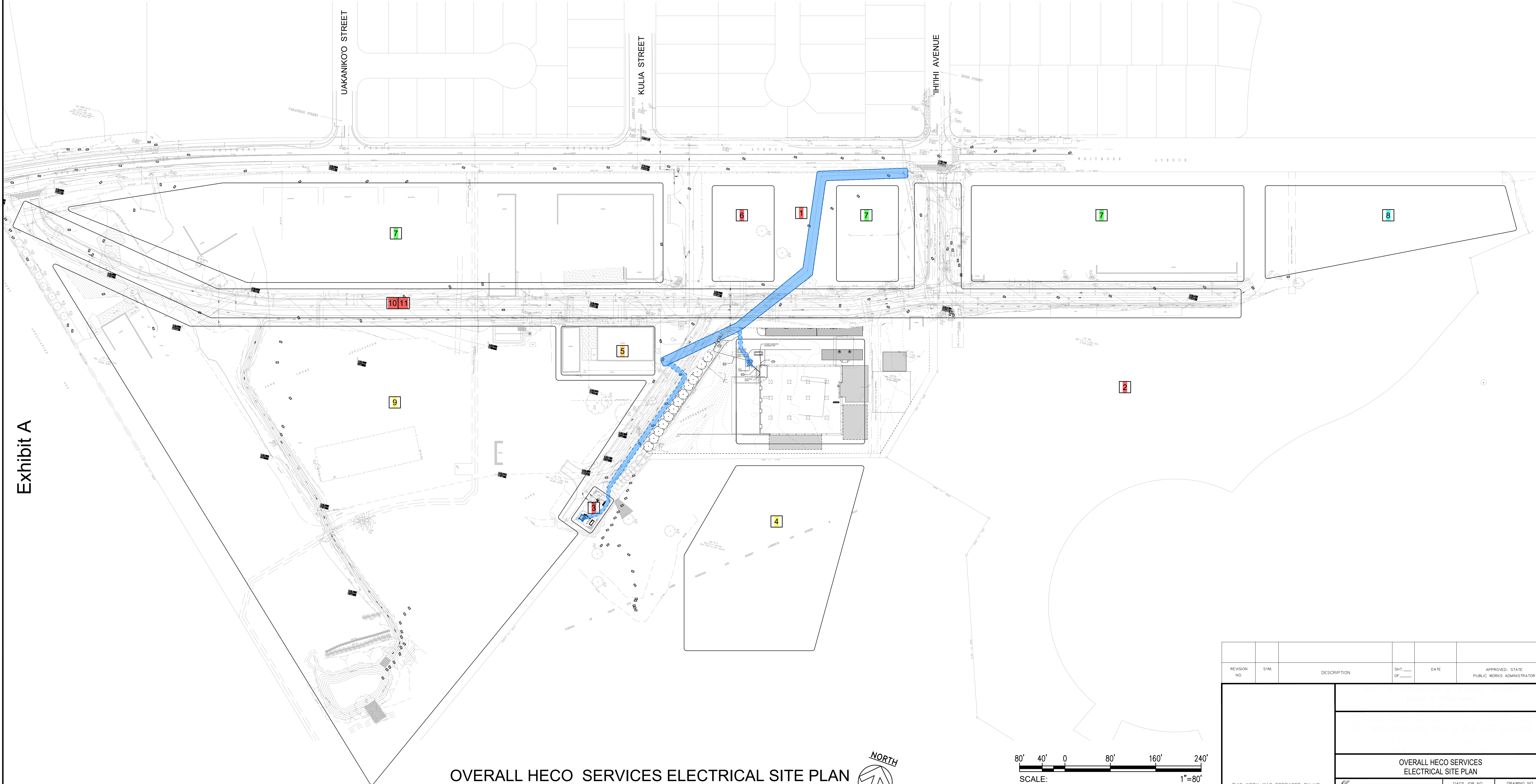
Acknowledged, Accepted, and Agreed:

<p>GRANTEE:</p> <p>HAWAIIAN ELECTRIC COMPANY, INC.</p> <p>By: _____ Name: Erin P. Kippen Its: Vice President</p> <p>Date: _____</p> <p>Approved as to Content:</p> <p>By: _____ Wendy Oda Land &amp; Rights of Way</p>	<p>GRANTOR:</p> <p>AGRIBUSINESS DEVELOPMENT CORPORATION</p> <p>By: _____ Wendy L. Gady Its: Executive Director</p> <p>Date: _____</p> <p>Approved as to Form:</p> <p>By: _____ Kelcie K. Nagata Deputy Attorney General</p>
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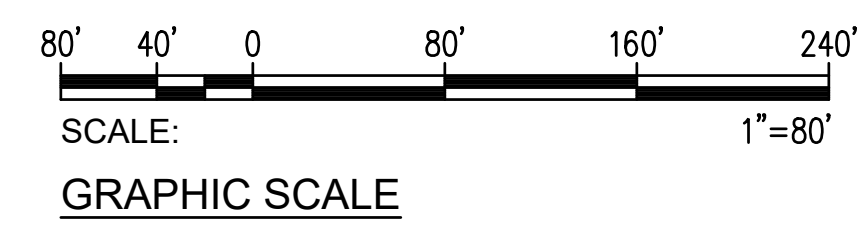
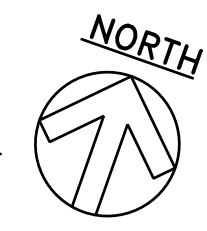
# EXHIBIT "A"

**ELECTRICAL PLAN NOTES:**

- 1** INTERIM OVERHEAD LINE EXTENSION FOR DOE REGIONAL KITCHEN AND SEWER LIFT STATION. SERVICE REQUIRED BY DECEMBER 2026. EASEMENT NOT REQUIRED FOR TEMPORARY OVERHEAD LINES.
- 2** DOE REGIONAL KITCHEN 30,000 SF (APRIL 2022 INFRASTRUCTURE UPDATE) 847KVA LOAD (SEPT 2025)
- 3** SEWER LIFT STATION DAGS JOB NO. 12-11-7758 20KVA LOAD
- 4** DOE FUTURE EXPANSION 50,000 SF (APRIL 2022 INFRASTRUCTURE UPDATE)
- 5** HIGH PRESSURE PROCESSING (HPP) FACILITY 2,000KVA (AUG 2025 ELECTRICAL BASIS OF DESIGN)
- 6** WAREHOUSE DAGS JOB NO. 22-11-7759 18KVA
- 7** ADC WAREHOUSE & OFFICE 82,720 SF (APRIL 2022 INFRASTRUCTURE UPDATE)
- 8** WORKFORCE HOUSING 40,000 SF
- 9** P3 LEASE AREA
- 10** UNDERGROUND ELECTRICAL INFRASTRUCTURE DAGS JOB NO. 12-11-7758
- 11** STREET LIGHTING DAGS JOB NO. 12-11-7758 3KVA



**OVERALL HECO SERVICES ELECTRICAL SITE PLAN**  
SCALE: 1"=80'

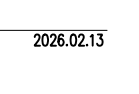


C:\Users\kyle.Vraig.K. Otoni and Associates\Projects - General\22043 Central Oahu Ag & Food Hub\ACAD\Onsite and SLS\E001A-Overall HECO Services Elec Site Plan.dwg February 13, 2026

Exhibit A

REVISION NO.	SYM.	DESCRIPTION	SHT. OF	DATE	APPROVED: STATE PUBLIC WORKS ADMINISTRATOR

DESIGNED BY: SIJ		CHECKED BY: BHK		DAGS JOB NO. 12-11-7758	DRAWING NO. E001
DRAWN BY: VSG		APPROVED BY: KKO		DATE: JAN, 2024	SHEET: 91
SIGNATURE: 		SCALE: AS NOTED		OF 91	SHTS
EXPIRATION DATE OF THE LICENSE					

STATE OF HAWAII  
**AGRIBUSINESS DEVELOPMENT  
CORPORATION**

E-10

STAFF SUBMITTAL TO THE BOARD OF DIRECTORS  
June 18, 2026

**Subject:** Request to approve the final terms, and authorize the execution, of that certain Memorandum of Agreement between the State of Hawaii Agribusiness Development Corporation and the Office of Hawaiian Affairs for water line purposes in District of Wahiawa, City & County of Honolulu, State of Hawai'i, Tax Map Key No. (1) 7-1-012:009 (por.)

**Applicant:** Agribusiness Development Corporation (ADC)

**Authority:** Section 163D-4(a)(5), Hawaii Revised Statutes (HRS)

**BACKGROUND:**

In 2012, the State of Hawai'i acquired from the Trust for Public Lands, over 1,700 acres of land previously owned by the Estate of George Galbraith, of which 1,207 acres were acquired by the Agribusiness Development Corporation ("ADC"), and 511 acres were acquired by Office of Hawaiian Affairs ("OHA"). ADC utilizes the existing infrastructure, which includes the Bott Well, as a water source, a twelve-inch subterranean waterline for transport, and five water hydrants to control water flow, which are critical for delivering irrigation water to these diversified farming operations. One segment of the existing subterranean waterline, including one water hydrant, which transports water from the Bott Well to a portion of ADC lands, which traverses OHA lands, and is owned by OHA ("OHA Waterline"). The Parties have executed a Memorandum of Agreement effective June 28, 2018 regarding the use, operation, and maintenance of OHA Waterline, which terminates on June 27, 2026.

**REQUEST:**

Staff requests that the Board authorize the Executive Director to execute a Memorandum of Understandings (MOUs) (Exhibit "A") between ADC and OHA that sets forth the rights and obligations of the Parties for the continued use, inspection, operation, maintenance, replacement, and repair of the OHA Waterline on that certain portion of the OHA lands more particularly identified for the purpose of this MOA as TMK (1) 7-1-012:009, consisting of 186 ("Property").

**OPERATIONAL PLAN:**

During the term of this MOA, OHA will permit ADC to use the OHA Waterline for the purposes described in the Recitals and in the terms of the MOA, in accordance with and upon and subject to the terms and conditions of the agreement.

**CONSERVATION PLAN:**

N/A

**CHAPTER 343:**

Under *Hawaii Revised Statutes* (HRS) §343-5(a), an environmental assessment shall be required for actions, that propose, among other things, the "(1) use of state land or county lands, or the use

*Request to approve the final terms, and authorize the execution, of that certain Memorandum of Agreement between the State of Hawaii Agribusiness Development Corporation and the Office of Hawaiian Affairs for water line purposes in District of Wahiawa, City & County of Honolulu, State of Hawai'i, Tax Map Key No. (1) 7-1-012:009 (por.)*

June 18, 2026

of state or county funds[.]” In this case, the project triggers an environmental assessment because it proposes the use of state or county lands.

In accordance with the Comprehensive Exemption List for the Agribusiness Development Corporation dated May 1, 2018, the subject Request is exempt from the preparation of an environmental assessment pursuant to Exemption Class No. 10, item 9, which includes “Creation or termination of easements, covenants, or other rights in structures or land[.]” The Request is a de minimis action that will probably have minimal or no significant effect on the environment and should be declared exempt from the preparation of an environmental assessment.

DISCUSSION:

The Parties desire to continue their agreement regarding the use, operation, and maintenance of OHA’s Waterline. Any New Waterline will be owned by ADC and, upon the installation and commencement of operation of a New Waterline and execution of a grant of easement, the MOA shall terminate. This pertains to future waterline projects such as the R-1 water transmission line from the City and County of Honolulu’s Wahiawa Wastewater Treatment Plant and Lake In-take Pump Station at the Wahiawa Reservoir. Apart from the work already-in-progress and ADC staff time, this activity will have a neutral effect on ADC income and budget.

RECOMMENDATION:

Based on the foregoing, it is recommended that the Board:

1. Approve the Request, subject to the following conditions:
  - a. The term of the MOA shall be for one year and will terminate on June 27, 2027.
  - b. OHA shall indemnify and hold harmless ADC from all claims, and
2. Declare that, pursuant to ADC’s Comprehensive Exemption List dated May 1, 2018, the proposed disposition will probably have minimal or no significant effect on the environment and is therefore exempt from the preparation of an environmental assessment, pursuant to HRS Chapter 343.

Respectfully Submitted,

---

KEN NAKAMOTO  
Project Manager

*Approved for Submission:*

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Wendy Gady  
Executive Director

**MEMORANDUM OF AGREEMENT**  
**Between**  
**OFFICE OF HAWAIIAN AFFAIRS**  
**And**  
**AGRIBUSINESS DEVELOPMENT CORPORATION**

THIS MEMORANDUM OF AGREEMENT (“MOA”), is executed on the respective dates indicated below, and effective June 28, 2026, between the OFFICE OF HAWAIIAN AFFAIRS (“OHA”), a body corporate existing under the constitution and laws of the State of Hawai‘i, whose business address is 560 N. Nimitz Hwy., Suite 200, Honolulu, HI 96817, and the AGRIBUSINESS DEVELOPMENT CORPORATION (ADC), a public body corporate and politic and an instrumentality of the State of Hawai‘i, whose business address is 235 S. Beretania St., Suite 205, Honolulu, HI 96813. OHA and ADC are sometimes referred to herein collectively as “Parties” or individually as a “Party”.

RECITALS

WHEREAS, in 2012, the State of Hawai‘i acquired from the Trust for Public Lands, over 1,700 acres of land previously owned by the Estate of George Galbraith, of which 1,207 acres were acquired by ADC (“ADC lands”), and 511 acres were acquired by OHA (“OHA lands”);

WHEREAS, these lands were acquired to preserve the natural open space and increase local food production in Central O‘ahu;

WHEREAS, ADC has licensed the former pineapple fields to tenants for diversified farming operations;

WHEREAS, ADC utilizes the existing infrastructure, which includes the Bott Well, as a water source, a twelve-inch subterranean waterline for transport, and five water hydrants to control water flow, which are critical for delivering irrigation water to these diversified farming operations;

WHEREAS, one segment of the existing subterranean waterline, including one water hydrant, which transports water from the Bott Well to a portion of ADC lands, which traverses OHA lands, and is owned by OHA (“OHA Waterline”);

WHEREAS, the Parties have previously executed a Memorandum of Agreement effective June 28, 2018 regarding the OHA Waterline, which terminated on June 27, 2025; and

WHEREAS, the Parties agreed to continue the MOA for an additional year and executed a subsequent Memorandum of Agreement;

WHEREAS, the Parties desire to continue their agreement regarding the use, operation, and maintenance of the OHA Waterline.

AGREEMENT

NOW THEREFORE, in consideration of the terms and conditions herein set forth, the Parties hereby agree to the following:

1. PURPOSE. This MOA shall be the coordinating agreement that sets forth the rights and obligations of the Parties for the use, inspection, operation, maintenance, replacement, and repair of the OHA Waterline on that certain portion of the OHA lands more particularly identified for the purpose of this MOA as TMK (1) 7-1-012:009, consisting of 186 acres and shown on the map attached hereto as Exhibit A (“Property”).
2. TERM. The term of this MOA shall commence on June 28, 2026, and shall expire one year thereafter, unless sooner terminated as provided herein.
3. USE OF WATERLINE. During the term of this MOA, OHA will permit ADC to use the OHA Waterline for the purposes described in the Recitals and in the terms of this MOA, in accordance with and upon and subject to the terms and conditions of this MOA.
4. ACCESS TO WATERLINE. Upon not less than seventy-two hours prior written request from ADC, OHA shall provide ADC, its contractors, and its employees, with reasonable access to the Property for the inspection, operation, maintenance, replacement, and repair of the OHA Waterline as provided in this MOA; provided, however, that in emergency circumstances in which damage to property or injury to persons is imminently threatened, ADC may enter the Property upon such prior notice to OHA as is reasonable under the circumstances. OHA may designate specific areas or routes for access to the OHA Waterline by ADC and its contractors and employees, in which event ADC, its contractors, and its employees shall enter the Property only upon such designated areas or routes.
5. REPORTS AND NOTICES. Each Party will immediately provide to the other Party copies of any reports relating to inspections or other administrative or regulatory reviews, citations, notices of administrative actions, notice of legal proceedings, or any other such action that may impact the OHA Waterline, this MOA, or the ability of either Party to adequately perform its obligations herein. Any notice that a Party is required or may desire to give to the other Party shall be in writing and may be sent by: email or facsimile transmission; personal delivery; registered or certified United States mail, postage prepaid, return receipt requested; or Federal Express or similar generally recognized overnight carrier regularly providing proof of delivery, addressed as follows:

OHA PRINCIPAL RESPONSIBLE PARTY:

OHA Chief Executive Officer  
560 N. Nimitz Hwy., Suite 200  
Honolulu, HI 96817  
Telephone: (808) 594-1835  
Facsimile: (808) 594-1865  
Email address: [stacyf@oha.org](mailto:stacyf@oha.org)

ADC PRINCIPAL RESPONSIBLE PARTY:

ADC Executive Director  
235 S. Beretania St., Suite 205  
Honolulu, HI 96813  
Telephone: (808) 586-0186  
Facsimile: (808) 586-0189  
Email address: dbedt.adc@hawaii.gov

Delivery of such notice shall be deemed complete on the date of actual delivery as shown by certification receipt, addressee's registry, facsimile confirmation, or other means of verification. Parties may designate a different principal responsible party or address by notice similarly given.

6. INSTALLATION OF A NEW WATERLINE. Notwithstanding any other provision of this MOA, OHA, at any time, may request that ADC install a new waterline ("New Waterline") to replace the existing OHA Waterline. Such request shall identify the proposed location(s) of the New Waterline. ADC agrees to review any such request of OHA. OHA acknowledges that ADC's review will include consideration of the costs of such installation, together with all necessary costs to relocate, replace, or realign ADC's improvements, if any. In the event that ADC agrees to install a New Waterline within the location(s) proposed by OHA, OHA agrees to negotiate in good faith with ADC to grant ADC an easement for the New Waterline over those portion(s) of OHA lands upon which the New Waterline will be located; provided that the grant of easement will give OHA the same right to water as provided in Section 20 of this MOA, and the right to additional water from other sources transported through the New Waterline, as negotiated by OHA and ADC. Any New Waterline will be owned by ADC and, upon the installation and commencement of operation of a New Waterline and execution of a grant of easement therefor as aforesaid, this MOA shall terminate. Upon termination of this MOA as aforesaid, the Parties' respective rights and obligations with respect to the existing OHA Waterline, together with any improvements or alterations made thereto by ADC, shall be as set forth in Section 10 of this MOA. OHA shall not be responsible for any costs or damages incurred or suffered by ADC as a result of any interruption in use of the OHA Waterline by ADC arising from the installation of a New Waterline.
7. RELOCATION, REPLACEMENT, AND REALIGNMENT. Notwithstanding any other provision of this MOA, OHA shall have the right, at any time, in OHA's sole and absolute discretion, and at OHA's sole cost and expense, to relocate, replace, or realign the OHA Waterline, or any portion(s) thereof. Upon such relocation, replacement, or realignment, all references to "OHA Waterline" in this MOA shall mean and refer to the OHA Waterline as so relocated, replaced, or realigned, and "OHA Waterline" shall not include any portions of the OHA Waterline that are no longer used for transmission of water as contemplated by this MOA. OHA shall not be responsible for any costs or damages incurred or suffered by ADC as a result of any interruption in use of the OHA Waterline by ADC arising from

any such relocation, replacement, or realignment activity. OHA shall provide ADC with at least thirty days written notice of any relocation, replacement, or realignment activity that may affect ADC's ability to use the OHA Waterline as provided in this MOA.

8. MAINTENANCE AND REPAIR.

- (a) No Obligation of OHA. OHA shall have no obligation to maintain, repair, or replace the OHA Waterline or Property, and ADC accepts use of the OHA Waterline and access to the Property in their "AS-IS" "WHERE-IS" conditions.
- (b) ADC Repair and Maintenance. Subject to the terms of this MOA, ADC shall have the right to inspect, and shall be responsible, at ADC's sole cost and expense, for maintaining and repairing all pipes, valves, hydrants, and other infrastructure comprising or associated with the OHA Waterline; provided that funds are appropriated by the Hawai'i State Legislature and allotted for that purpose; provided further that ADC shall not be obligated to repair any damage to the OHA Waterline caused by OHA.
- (c) Removal of Vegetation. Subject to the terms of this MOA, ADC may clear existing vegetation located above the OHA Waterline to facilitate access to the OHA Waterline by ADC.
- (d) OHA Approval. ADC shall not repair or replace any portion of the OHA Waterline, or clear any vegetation on the Property unless ADC has obtained OHA's prior written approval of the proposed action, pursuant to a written request submitted not later than fourteen days prior to the proposed date of action; provided, however, that in emergency circumstances in which damage to property or injury to persons is imminently threatened, ADC may make such emergency repairs to the OHA Waterline upon such prior notice to OHA as is reasonable under the circumstances.
- (e) Use of Due Care. When entering and performing any activity on or about the Property, ADC, its contractors, and its employees shall at all times exercise due care and reasonable precaution against damaging the OHA Waterline or any part of the Property, or any person or property located thereon.
- (f) Emergency Repairs of OHA. OHA shall have the right, but not the obligation, to make emergency repairs to the OHA Waterline if, after such prior notice from OHA to ADC as is reasonable under the circumstances, ADC fails to make any repairs necessary to prevent an imminent threat of damage to property or injury to persons. As provided in Section 12, ADC shall be responsible for the cost of such emergency repairs to the OHA Waterline made by OHA, except where such emergency repairs are necessitated by damage to the OHA Waterline caused by OHA or its agents.
- (g) Temporary Suspension of Water Availability. ADC may temporarily suspend the availability of water to OHA pursuant to Section 20 of this MOA as and to the extent reasonably required for the purpose of maintaining or repairing the subterranean waterline. OHA shall be solely responsible, at its own cost, to provide its own water storage to provide continuous water flow when and as needed. In the event that ADC temporarily suspends the delivery of water to OHA for the purpose of maintaining or repairing the subterranean waterline, OHA shall have the right to take and transport water from any water source available to ADC and service the

ADC lands, up to the amount described in Section 20, provided that water is available.

9. CONSTRUCTION OF IMPROVEMENTS. No improvements may be constructed on the Property or alterations made to the OHA Waterline by ADC without the prior written consent of OHA, which consent may not be unreasonably withheld if such improvements or alterations are reasonably necessary for use of the OHA Waterline by ADC in accordance with this MOA, provided that OHA may establish requirements for the removal of the improvement as a condition to its consent. Any request by ADC for consent shall be in writing and shall include a complete set of plans and specifications for the proposed improvements, together with such other information as OHA reasonably may request. Any approval by OHA of such plans and specifications shall not be construed as an acknowledgment or representation by OHA of the architectural, structural, or legal sufficiency of the plans and specifications or of any improvements built in accordance therewith or of any other matter related to the plans and specifications or any improvements built in accordance therewith. ADC shall be solely responsible for the cost of any such improvements or alterations, and for any and all damage caused to the surrounding land, people, or property as a result of such improvements or alterations, as provided in Section 12. Upon completion of any construction within the Property, if requested, ADC shall provide OHA, at ADC's sole expense, with a complete set of plans and specifications for the entirety of such construction certified by ADC's engineer or other duly licensed consultant: (a) as showing the completed construction "as built"; and (b) as being in substantial compliance with the approved plans and specifications.
10. SURRENDER. Except as otherwise required by OHA as a condition to OHA's consent to improvements or alterations pursuant to Section 9, upon the termination of this MOA for any reason, ADC, by written notice to OHA given not later than thirty days after termination of this MOA, may remove any improvements or alterations made by ADC on the Property or to the OHA Waterline during the term of this MOA provided that ADC:
  - (a) Shall identify the specific improvements or alternations to be removed in said notice;
  - (b) Shall restore or repair any damage to the Property or OHA Waterline arising from such removal; and
  - (c) Shall complete such removal and any required restoration or repair within ninety days from the date of such notice.

All other improvements and alterations shall become the property of OHA without the requirement of any payment therefor. The provisions of this Section 10 shall survive the termination of this MOA.

11. LIMITATION OF LIABILITY. OHA shall not be liable or responsible for, and ADC, for itself and its contractors and employees, hereby releases OHA from any loss or damage sustained by ADC, its contractors, or its employees, or anyone claiming through or under ADC, its contractors, or its employees, because of acts or omissions of ADC, its

contractors, or its employees, or any condition existing on the Property. The provisions of this Section 11 shall survive the termination of this MOA.

12. DAMAGE OR INJURIES. To the maximum extent permitted by applicable law, ADC shall be responsible for any and all damages or injuries to OHA, to ADC, or to their respective agents, contractors or employees, to third parties, or to any property owned by any of them, including, without limitation, the OHA Waterline and Property, which in any way is caused by ADC, its contractors, or its employees, that occur during the term of this MOA, as a direct or indirect result of the inspection, operation, maintenance, replacement, and repair of the OHA Waterline, or failure to do so, by ADC or by its contractor, or by its employees, or from any act or omission upon the Property by ADC, its contractors, or its employees, or from any breach or default by ADC of this MOA, provided that ADC's liability for such damages or injuries has been determined by a court or agreed to by ADC. ADC shall pay for such damages and injuries provided that funds are appropriated by the Hawai'i State Legislature and allotted for that purpose. The provisions of this Section 12 shall survive the termination of this MOA.
13. INSURANCE. OHA hereto understands and agrees that ADC is self-insured and shall maintain, for the duration of this MOA, insurance against claims for injuries to persons or damages to the Property, which may arise from or in connection with the performance of the work by ADC, its contractors, and its employees.

ADC shall ensure that any and all of its contractors (including subcontractors) performing any work on or about the OHA Waterline or Property shall carry and maintain at their sole cost and expense the following insurance policies and coverage noted below:

- (a) Commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate. OHA shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 (or equivalent), and under the commercial umbrella, if any. The form of policy shall be "Occurrence" form of policy, unless otherwise specifically approved by OHA.
- (b) Automobile liability insurance with a combined single limit of \$1,000,000.00 for each accident or equivalent and that covers owned, hired, and non-owned vehicles, including the loading and unloading thereof on the property.
- (c) Workers' compensation insurance affording statutory limits and employees' liability coverage with limits no less than \$500,000.00 covering all persons who enter onto the Property under the terms of this MOA.
- (d) Other insurance as required by ADC or OHA.
- (e) All policies of insurance described in clauses (a) to (d) above shall:
  - (i) Name the State of Hawai'i, ADC, OHA and its Trustees, OHA's employees, representatives, and agents as Additional Insureds, by endorsement;
  - (ii) Provide that the insurance is Primary with respect to all insureds for claims arising out of the contractor's negligent acts and/or omissions or misconduct, and that any insurance (or self-insurance) carried by OHA or the State of Hawai'i shall be excess and non-contributing; and

- (iii) Be provided by insurers authorized to do business in the State of Hawai‘i, and with a current Best’s rating of not less than A-VII, or otherwise as approved by OHA.

Prior to any entry by any ADC contractor upon the Property, ADC shall provide OHA with certificates of insurance or such other documentation as may be required by OHA to confirm that such contractor has obtained and maintains in force the policies of insurance required hereunder.

14. LIENS. ADC shall not commit or suffer any act or neglect whereby the Property, any other OHA lands, or any improvements located therein or thereon, including, without limitation, the OHA Waterline, becomes subject to any attachment, judgment, lien, charge, or encumbrance whatsoever. The provisions of this Section 14 shall survive the termination of this MOA.
15. TERMINATION. This MOA shall terminate upon the earliest to occur:
  - (a) The expiration of the term;
  - (b) The completion of ADC installing the New Waterline pursuant to Section 6;
  - (c) The abandonment of the subterranean waterline by ADC;
  - (d) The complete or substantial destruction of the OHA Waterline due to causes other than the acts or omissions of ADC, its contractors, and its employees;
  - (e) Upon the default by either Party and failure to cure such default as provided in Section 16, by written notice from the non-defaulting Party; or
  - (f) Termination of this MOA by either Party, for any or no reason, upon not less than thirty days prior written notice to the other Party.
16. DEFAULTS AND REMEDIES. If either Party fails to perform any of the terms, covenants, and agreements contained herein, and such failure continues for a period of ten days after written notice from the other Party, then the non-defaulting Party shall be entitled to all remedies available to it at law or equity, including by way of example and not in limitation thereof, the right to sue such person or Party for specific performance, injunctive relief, and/or monetary damages. In all cases, each Party agrees to bear its own fees and cost incurred.
17. REMEDIES CUMULATIVE. The remedies set forth herein shall be in addition to remedies otherwise applicable or provided herein or otherwise available at law or in equity, it being understood that all rights and remedies shall always be non-exclusive and cumulative and that the exercise of one remedy or form of relief available hereunder shall not be exclusive of, or constitute a waiver of, any other.
18. NO WAIVER. The failure in any case to enforce the provisions of any covenant, condition, restriction, obligation, or charge of this MOA shall not constitute a waiver of any right to enforce any such provision of this MOA in any other case.

19. OHA’S RESERVATIONS. Any other provision herein notwithstanding, and in addition to any other reservations set forth herein, this MOA is subject to the reservation unto OHA, from time to time, of the following rights, to which ADC hereby consents:
- (a) The right to subdivide all or any portion of the land through which the OHA Waterline crosses into lots or to consolidate all or any portion of such land with adjoining land and to resubdivide the same into lots at OHA’s expense;
  - (b) The right to utilize or to permit others to utilize the land above the OHA Waterline provided that such use does not materially adversely affect the exercise by ADC of its rights under this MOA;
  - (c) The right to sell or lease the Property or to make one or more grants or assignments of rights in the Property from time to time to any person, including, without limitation, governmental authorities, public or private utilities, or others, which do not materially adversely affect the exercise by ADC of its rights under this MOA; and
  - (d) The right to exercise any and all other rights of the owner of the Property that do not materially adversely affect the exercise by ADC of its rights under this MOA.

ADC shall work cooperatively with OHA on any effort to realign or relocate the OHA Waterline and efficiently return it to operating condition.

20. PROVISION OF IRRIGATION WATER. In consideration for the use of the OHA Waterline and ADC’s other privileges under this MOA, upon the request of OHA, ADC shall provide up to one hundred forty three thousand gallons of irrigation water per day (143,000 GPD) to OHA for agriculture and related purposes throughout the term of this MOA, provided that water is available, and provided that OHA shall be responsible for providing tanks, and/or other portable water storage equipment on the Property. Such water shall be provided, except as otherwise agreed by OHA and ADC, on the most favorable terms and conditions as water is provided by ADC to governmental agencies or private users. OHA and ADC agree to cooperate to execute a further memorandum (“Water Use Agreement”) to memorialize such terms and conditions for the provision of water as aforesaid. ADC shall provide not less than thirty days prior written notice to OHA if a change in water quality is anticipated by ADC. If a change in water quality is not anticipated by ADC, but thereafter discovered by ADC, ADC shall notify OHA within twenty-four hours of such discovery.
21. PARTIAL INVALIDITY. If any term, provision, covenant or condition of this MOA or the application thereof to any person or circumstances shall to any extent, be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this MOA, or the application of such term, provision, covenant, or condition of this MOA to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term or provision of this MOA shall be valid and enforceable to the fullest extent permitted by law.
22. GOVERNING LAW. The laws of the State of Hawai‘i shall govern the validity, performance, and enforcement of this MOA.

23. AMENDMENT. This MOA may only be amended in writing, executed by both Parties hereto.
24. COOPERATION. Each Party will communicate and work with the other Party in good faith to attempt to resolve any disputes that may arise with respect to this MOA and shall use good faith efforts to provide the other Party with any information in such Party's possession required for the other Party to satisfy its obligations under this MOA.
25. COUNTERPARTS; FACSIMILE, OR ELECTRONIC EXECUTION. The MOA may be executed by the Parties in one or more counterparts, each of which shall be deemed an original, and said counterparts will together constitute one and the same agreement and shall be binding on each of the Parties notwithstanding that all of the Parties are not signatory to the original or the same counterpart. The submission of a signature page by facsimile transmission, or similar electronic submission facility (e.g., e-mail or electronic signature) shall be deemed to constitute an "original" signature page for all purposes, and facsimile or electronic copies shall be deemed to constitute duplicate originals.

[The remainder of this page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Agreement by their duly authorized representatives by their signatures, on the dates noted below.

FOR THE OFFICE OF HAWAIIAN  
AFFAIRS

FOR THE AGRIBUSINESS  
DEVELOPMENT CORPORATION

By:

By:

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Summer L.H. Sylva  
Ka Pouhana Kūikawā  
Chief Executive Officer  
Date:

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Wendy L. Gady  
Executive Director  
Date:

APPROVED AS TO FORM

APPROVED AS TO FORM

By:

By:

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Everett Ohta  
Ka Paepae Puka  
OHA Corporate Counsel

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Kelcie K. Nagata Deputy  
Attorney General

APPROVED AS TO CONTENT

By:

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Daniel Sandomire  
Managing Director of Real Estate



**AGRIBUSINESS DEVELOPMENT CORPORATION  
BOARD OF DIRECTORS SUBMITTAL**

**TO:**

ADC Board of Directors

**FROM:**

Wendy Gady, Executive Director

**DATE:**

June 18, 2026

**SUBJECT:**

Development of ADC's Proposal in Response to Navy RFP

**TIMELINE OF MILESTONES**

<b>Date</b>	<b>Milestone</b>
February 20, 2026	Navy RFQ received
April 30, 2026	ADC Board authorizes Executive Director to pursue contract opportunity
May 12, 2026	ADC notifies Navy of Board authorization
May 1 – June 10, 2026	Detailed review of Navy RFQ, comparison with historical contract requirements, identification of required certifications and qualifications, and development of scopes of work for five subcontract procurements
June 18, 2026	ADC forms Professional Services Selection Committee
June 18, 2026	ADC initiates travel requests for anticipated pre-bid meetings and contractor outreach activities
June 22, 2026	HlePRO solicitation posted for Pump & Drain O&M and SSHO services
June 25, 2026	Selection Committee completes evaluation of QA/QC, EEH, and Water Quality Monitoring Services

June 25, 2026	ADC submits request to DBEDT Director and Governor for approval to contract for QA/QC, EEH, and Water Quality Monitoring Services
June 25, 2026	ADC drafts subcontract agreements for QA/QC, EEH, and Water Quality Monitoring Services
June 26, 2026	ADC submits professional service contracts to ATG and/or DBEDT for review and approval as to form
July 7–8, 2026 (Estimated)	ADC conducts pre-bid meetings, site visits, and contractor outreach with prospective bidders for Pump & Drain O&M and SSHO services
July 14, 2026	HlePRO bids due for Pump & Drain O&M and SSHO services
July 14, 2026	ADC submits request to DBEDT Director and Governor for approval to contract for Pump & Drain O&M and SSHO services
July 14, 2026	ADC drafts subcontract agreements for Pump & Drain O&M and SSHO services
July 15, 2026	ADC submits O&M and SSHO contracts to ATG and/or DBEDT for review and approval as to form
July 17, 2026	ADC compiles all subcontractor fee proposals and submits complete proposal package to the Navy
July 25, 2026	Anticipated receipt of approvals from DBEDT Director and Governor
July 26, 2026	Assuming all approvals have been obtained, ADC executes Navy Contract and all five subcontracts

## **CRITICAL DEPENDENCIES**

The proposed timeline reflects ADC's best estimate and assumes timely completion of activities by multiple agencies and external parties. Numerous milestones are dependent upon factors outside ADC's direct control, including:

- Availability of qualified bidders.
- Scheduling and completion of pre-bid meetings and site visits.
- Travel request approvals.

- Selection committee availability.
- Department of the Attorney General contract review timelines.
- DBEDT review and approval timelines.
- Governor's Office approval timelines.
- Navy review and acceptance schedules.
- Existing workloads and competing priorities of all participating agencies.

Accordingly, all dates should be considered target dates and are subject to modification based on procurement, legal, administrative, and operational considerations.