STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
Division of Forestry and Wildlife
Honolulu, Hawaii

October 24, 2025

Chairperson and Land Board Members
Board of Land and Natural Resources
State of Hawaii
Honolulu, Hawaii

SUBJECT: 1. (a) APPROVE THE ACQUISITION OF PRIVATE LANDS AT HAMAKUALOA DISTRICT, ISLAND OF MAUI, TAX MAP KEY NOS. (2) 2-9-013:021, (2) 1-1-001:029, AND (2) 1-1-001:036;

(b). APPROVE POST-CLOSING ISSUANCE OF A MANAGEMENT RIGHT-OF-ENTRY FOR TAX MAP KEY NOS. (2) 2-9-013:021, (2) 1-1-001:029, AND (2) 1-1-001:036 TO THE DIVISION OF FORESTRY AND WILDLIFE;

(c). AUTHORIZE THE MAUI BRANCH MANAGER, DIVISION OF FORESTRY AND WILDLIFE TO ISSUE PERMITS PURSUANT TO HAWAII ADMINISTRATIVE RULES CHAPTERS 13-104, 13-122, 13-123, 13-124, 13-126, AND 13-209, FOR USES OF THE LANDS IDENTIFIED BY TAX MAP KEY NOS. (2) 2-9-013:021, (2) 1-1-001:029, AND (2) 1-1-001:036 UNTIL SUCH LANDS ARE ADDED TO A FOREST RESERVE;

AND

(d). AUTHORIZE THE DIVISION OF FORESTRY AND WILDLIFE TO CONDUCT A PUBLIC HEARING ON THE ISLAND OF MAUI FOR A PROPOSED ADDITION OF APPROXIMATELY 651.8 ACRES OF LAND AT HAMAKUALOA DISTRICT, ISLAND OF MAUI, IDENTIFIED AS TAX MAP KEY NOS.: (2) 2-9-013:021, (2) 1-1-001:029, AND (2) 1-1-001:036 TO THE KOOLAU FOREST RESERVE.

SUMMARY:

This second phase of the East Maui Coastal Rainforest acquisition advances an ambitious, multi-phase initiative to safeguard one of Hawai‘i’s most treasured landscapes. Through acquisition and donation of fee title, this request aims to secure three additional parcels, totaling more than 650 acres, that are directly threatened with subdivision and private development. These Phase 2 parcels encompass undeveloped coastline, freshwater streams, endangered species habitats, and lowland wet forests. They are strategically located next to existing State lands, creating stronger mauka-to-makai and coastal connections and preserving public shoreline access. Protecting them will also safeguard water quality, nearshore fisheries, and habitats for rare native species.

The larger East Maui Coastal Rainforest initiative presents a once-in-a-generation opportunity to place contiguous tracts of iconic coastal rainforests into the public trust, spanning 11 ahupua‘a, and encompassing 14 perennial streams. With the first phase approved by the Board in May 2024, this second phase builds on that success, bringing us closer to our long-term vision: a permanent coastal conservation corridor with connectivity from the summit of Haleakalā to the sea. Board approval of this request will ensure that these three parcels—part of a broader landscape increasingly at risk of subdivision—are protected forever for public use, cultural practice, and ecosystem resilience, at minimal to no cost to the State for the fee interest (the majority of funds derived from private donation and no general funds used).

APPLICANT AGENCY:

Division of Forestry and Wildlife (“Division”), Department of Land and Natural Resources (“Department”)

PRIVATE LANDOWNER:

East Maui Landholdings, LLC

LEGAL REFERENCE:

Sections 107-10, 171-11, and 171-30, Hawaii Revised Statutes (HRS), as amended.

LOCATION:

Privately-owned lands of East Maui Landholdings, LLC (“EML” or “landowner”), identified by Tax Map Key Numbers: (2) 2-9-013:021, (2) 1-1-001:029, and (2) 1-1-001:036 (together, the “Property”) as shown on the attached map labeled Exhibit A, Figure 3. EML is a subsidiary of Alexander and Baldwin (A&B).

AREA:

TMK No. (2) 2-9-013:021 (“Parcel 21”)		285.05 acres, more or less
TMK No. (2) 1-1-001:036 (“Parcel 36”)		318 acres, more or less
TMK No. (2) 1-1-001:029 (“Parcel 29”)		48.72 acres, more or less
Total:	approximately	651.77 acres, more or less

ZONING:

TMK No. (2) 2-9-013:021

State Land Use District:	Agriculture and Conservation
County of Maui:	Agriculture and Conservation

TMK No. (2) 1-1-001:029

State Land Use District: Agriculture
County of Maui: Agriculture

TMK No. (2) 1-1-001:036
State Land Use District: Agriculture and Conservation
County of Maui: Agriculture and Conservation

CURRENT USE:

Vacant with some portions licensed as pasture lands to third-party lessees. The seller has informed the Division that all licenses will be released and terminated prior to transfer.

CONSIDERATION:

The Property will be acquired by the Division using private donor funding through the Trust for Public Land ("TPL") (Parcels 36 and 29) and private donor funding received by the state, which is currently held in the state trust fund (Parcel 21).

PURPOSE:

Forest reserve purposes.

CHAPTER 343 – ENVIRONMENTAL ASSESSMENT:

Pursuant to Section 343-5(a)(1), Hawaii Revised Statutes ("HRS"), an environmental assessment ("EA") is not required where State funds are being used to acquire unimproved real property. As the subject lands are unimproved, an EA is not required. Inasmuch as the Chapter 343 environmental requirements apply to the Applicant's use of the lands, the Applicant shall be responsible for compliance with Chapter 343, HRS, as amended.

ACQUISITION REQUIREMENTS:

1) Obtain an appraisal to determine the value of the properties to be acquired.
2) Provide survey maps and descriptions for the privately owned property in accordance with the State Department of Accounting and General Services (DAGS) standards.
3) Obtain a title report for the privately owned property subject to review and approval by the Department.
4) Conduct a Phase I Environmental Site Assessment, and if it identifies the potential for hazardous materials release or the presence of hazardous materials, conduct a Phase II environmental sampling and analysis plan and perform any remediation, abatement, and disposal as may be warranted and as satisfactory to the standards required by the Federal Environmental Protection Agency and the State Department of Health (DOH), all at no cost to the State and to the satisfaction of the Department.

BACKGROUND:

This acquisition will protect a coastal forest by acquiring three privately owned parcels, thereby preventing the loss of forest land and coastal habitats. EML is currently in the process of selling non-core land assets, including the subject parcels. Private subdivision and development are the greatest threats to the lands along this treasured coastline. State acquisition of the subject parcels removes this significant threat and preserves and protects this area for public benefit.

Each of these parcels can be accessed from Hāna Highway and has connectivity to state lands (Koʻolau Forest Reserve and/or adjacent state lands set aside to the Division as an addition to the Koʻolau Forest Reserve) (Exhibit A). These three subject parcels are crucial to expanding Maui's 108,000-acre contiguous network of protected reserves, which encompasses Haleakalā. All parcels include undeveloped coastline and freshwater streams with important scenic, biological, and recreational resources. Additionally, the marine waters offshore of these parcels are classified as Class AA waters, which should be preserved due to their outstanding natural resources, as they have ecological, social, scenic, or recreational importance. (See HAR 11-54-3 for State of Hawaii Department of Health water use classifications). These waters are used for shoreline and offshore fishing (trolling, bottom-fishing) and ōpihi picking.

The parcels contain lowland wet forest habitats that support endangered species, offer opportunities for public access to the coastline, provide recreational and cultural values, and sustain freshwater resources for aquatic life and coastal fisheries. Strategically located next to protected state lands, the subject parcels will expand the island's network of conserved lands and increase connectivity of protected areas from Haleakalā's summit to the sea.

Securing the parcels safeguards forests, shorelines, and streams that are vital for recreation, cultural practices, and the survival of native species. It protects nesting areas for seabirds, habitat for endangered species, and natural resources with subsistence and cultural value. Protecting the forests and streams also benefits monk seals by safeguarding their near-shore environment. The acquisition will preserve shoreline access, currently threatened in this coastal area, and provide access for traditional cultural practices. By protecting these streams, which are crucial for native aquatic wildlife, the acquisition supports efforts to improve water quality and connectivity to the ocean.

The acquisition of the three parcels, which are the subject of this submittal, is the second phase of a larger acquisition project being undertaken by the Division, aimed at acquiring private lands that are threatened with sale and will be included in the network of protected public lands in the East Maui region (Exhibit A).

The first phase of the larger project was approved by the Board in May 2024 and completed with the acquisition of two parcels on March 21, 2025 (Exhibit A, Figure 2). Preliminary work on phase 3 is in progress. The Division has secured $1.5 million in

federal funding for the acquisition of one of the phase 3 parcels and $300,000 in state Legacy Land Program funding for other phase 3 parcels. The Division is currently seeking additional federal, state, and private funding to acquire the remaining parcels for phase 3 (Exhibit A, Figures 4 and 5). Additionally, in March 2023, the Board approved the set-aside of 18 parcels of state lands in this region, to be designated as part of the Koʻolau Forest Reserve via the Governor's Executive Order.

PARCEL DESCRIPTIONS

TMK No. (2) 2-9-013:021 (West Makaīwa) - This parcel includes pasture as well as heavily forested areas (estimated 87% forest cover). Nāʻiliʻilihaele Stream bounds the area to the west and Puehu Stream to the east. The acquisition of this parcel will enable the contiguous protection of the Makaīwa coastline, which is classified as an estuarine and marine wetland habitat. In 2020, the Division of Aquatic Resources (DAR) evaluated 12 streams in East Maui within the Huelo complex. Nāʻiliʻilihaele stream provides habitat for the endemic freshwater shrimp species ʻŌpae kalaʻole (*Atyoida bisulcata*). DAR and the Commission on Water Resource Management (CWRM) have documented that the restoration of stream baseflows in East Maui estuaries leads to measurable increases in the abundance of juvenile native fish and shrimp, underscoring the importance of maintaining connectivity from mauka to makai. Interim Instream Flow Standards (IIFS) were adopted for Nāʻiliʻilihaele Stream in 2022.

TMK No. (2) 1-1-001:029 (East Makaīwa) - This parcel includes pasture as well as heavily forested areas (estimated 77% forest cover). The parcel area spans from Waikamoi Stream to the west and Wahinepeʻe Gulch and Stream to the east. While non-native forest currently dominates the parcel, areas along the coastal sections of this parcel are designated federal critical habitat for five species of endangered coastal plants (*Cyperus pennatiformis, Vigna owahuensis, Peucedanum sandwicense*, *Ischaemum byrone, Brighamia rockii*). Keopuka Rock, a state seabird sanctuary, is offshore from the parcel.

IIFSs were adopted by CWRM for Waikamoi and Wahinepeʻe Streams in 2018. Restoring stream flow is expected to increase habitat availability to native amphidromous animals, especially ʻOʻopu alamoʻo (*Lentipes concolor*) and ʻŌpae kalaʻole (*Atyoida bisulcata*). DAR noted the freshwater shrimp (*A. Bisulcata*), two species of endemic damselfly (pinapinao (*M. calliphya*, *M. hawaiiense*)), as well as the indigenous dragonfly (pinao, *Anax sp.*), in the middle reach (inland area near the ocean) of Waikamoi stream, which includes this parcel. Historically, this stream most likely also fed small loʻi.

This parcel currently has a tenant with a 30-day revokable pasture license from the landowner, who is using portions of the parcel for cattle grazing. All licenses for use of the parcel will be terminated by the seller prior to closing.

TMK No. (2) 1-1-001:036 (East Makaīwa) - This parcel includes pasture as well as heavily forested areas (estimated 77% forest cover). This area includes ʻOʻopuola

Stream, Kaʻaiea Gulch and Stream, Kōlea Stream, and Punaluʻu Gulch and Stream. It also contains the eastern side of Makaīwa Bay. The aquifers that feed this property are part of the Waikamoi system of the Koʻolau sector. DAR determined the restoration potential for ʻOʻopuola Stream is high as it gradually enters marine waters at Makaīwa Bay, with no significant barriers. Surveys of species in and around this stream have not been recorded. Nevertheless, the acquisition will allow the contiguous protection of Makaīwa Bay. Kaʻaiea and Kōlea Streams have been documented to provide usable habitat for endemic species such as ʻOʻopuʻ alamoʻo, ʻOʻopu nopili (*Sicyopterus stimponi*), ʻOʻopu nakea (*Awaous stamineus*), and *A. bisculata*, with *A. bisculata* being present during a recent survey in Kaʻaiea Stream. IIFSs were adopted for Kaʻaiea and Kōlea Streams in 2022.

This parcel currently has a tenant with a 30-day revokable pasture license from the landowner, who is using portions of the parcel for cattle grazing. All licenses for use of the parcel will be terminated by the seller prior to closing.

DUE DILIGENCE:

The Land Division and the Attorney General's Office assisted the Division in conducting due diligence for this acquisition. The Department and TPL obtained title reports, appraisals, and a Phase I Environmental Site Assessment (ESA). DAGS Survey Division has reviewed survey and metes and bounds descriptions for the parcels.

Title reports for the parcels dated September 23, 2020 ((2) 2-9-013:021), April 25, 2025 ((2) 1-1-001:029), and May 30, 2023 ((2) 1-1-001:036) indicate that the three subject parcels contain “broken titles” tracing back to portions, grants, or awards within the parcels. EML, a wholly owned subsidiary of A&B, LLC, and East Maui Irrigation Company LLC (predecessor in interest to EML) acquired substantial ownership interests in these parcels through various conveyances from 1928-1934 (Parcel 29) and 1912-1932 (Parcel 36 and Parcel 21). EML has held ownership interests in these lands for nearly a century without any claims or disputes being raised.

The Division contracted an appraisal for Parcel 21, and TPL contracted appraisals for Parcels 36 and 29 to determine the fair market value (FMV). As required, the appraisals were compliant with the Uniform Standards of Professional Appraisal Practice (USPAP). The appraisals considered the broken title and significantly discounted the FMV by 70% due to the potential cost and time needed to clear title, the uncertainty as to obtaining clear title, and the possible effect on use and value if clear title cannot be obtained. The FMV established by the appraisals conducted by Medusky and Co. is $3,920,000, with a date of value of June 24, 2024. In support of the protection and acquisition of the Property, TPL has secured commitments from a private donor for Parcels 36 and 29. Parcel 21 is proposed to be acquired using funds deposited into the State Trust fund via private donation from the same donor, currently being held in trust by the state. Additionally, the compensation provided to the landowner will be well below the already discounted appraisal.

The acquisition funding summary is provided below:

Donation from TPL (private donor)	$1,568,000
Donation held in State Trust Fund (private donor)	$ 951,999
Total Donation	$2,519,999

A Phase I ESA was prepared by Ford & Associates Inc., dated January 27, 2025. This ESA revealed no recognized environmental conditions (RECs) or significant data gaps related to the subject property. The site inspection identified the following environmental concerns, which were not considered RECs. These environmental concerns had no evidence of hazardous release or impact to the property:

(2) 2-9-013:021: A pile of scrap waste near the second gated entrance, a shelter structure with a stainless-steel sink with undercoating suspected as asbestos-containing material, a suspected onsite cesspool, and a Formerly Used Defense Site (FUDS) and State Hazardous Waste Site (SHWS) “FUDS Kailua Radar System” located 320 feet west-southwest of the property.

(2) 1-1-001:036: A Release Notification Site (SPILLS) “MECO Pole-Mount Transformer 2691” near the southwestern boundary. This site is identified as a low potential impact due to its small size and classification as a “No Further Action” site by the State Department of Health.

(2) 1-1-001:029: An abandoned vehicle chassis at the entrance to the trail.

In June 2025, the landowner removed items noted as environmental concerns, including the abandoned vehicle chassis, the sink with potential asbestos undercoating, and scrap waste, and capped the cesspool, thereby resolving all concerns identified in the report.

TPL contracted Valley Isle Surveyors to prepare survey maps and metes and bounds descriptions of the Property. In consultation with the DAGS Survey Division, the contracted surveyor is revising and finalizing the maps and descriptions to verify and approve them as sufficient for preparing the Copy of Survey Furnished (CSF) required for the issuance of an executive order setting aside the subject lands to the Division. EML has agreed to provide the state with an access easement to parcel 21 through an adjacent parcel that they own, and the acquisition will include this access easement.

REMARKS

The acquisition of lands with a broken title presents specific concerns because there is typically no warranty of title for parcels with a broken title, either by deed from the seller or through title insurance. As such, if there are future claims to ownership interests in the parcel, the State will be required to expend resources in responding to a quiet title action. The Division believes, however, that the subject request presents an exceptional opportunity in which the expansive benefits far outweigh the limited risks.

Division staff recommend moving forward with this acquisition notwithstanding the title defects, for the following reasons:

- Monies from the general fund will not be used in this acquisition. The acquisition will be funded as follows: (i) two parcels will be purchased by contributions by TPL via a private donation; and (ii) funds held in the State fund which was privately donated to the Division Trails and Access Program. No general funds are being used. Most of the purchase is funded through TPL's donation, with no cost to the State. The agreed-upon purchase price is substantially below the already discounted appraised fair market value—reduced by 70% due to title defects—and the negotiated price is even lower than that adjusted value.
- Risk is limited. While the broken title represents a theoretical risk, Division staff feel the practical risk is small, given the long ownership tenure with no issues. The current landowner has held the property for nearly 100 years and has no records of any claims to these lands. Neither the seller nor the Division has plans to initiate a quiet title action. Furthermore, because the parcels are composed of many smaller historical awards, in the unlikely event any claims are successful, they would likely affect only portions of the overall acreage.
- Conservation urgency. These parcels are part of a larger set of lands that the owner intends to sell. Private subdivision and development are among the greatest threats to the lands along this treasured coastline. Delay in resolving title issues could result in permanent loss of this opportunity.
- Public benefits. Acquiring these parcels will secure coastal forests, streams, and habitat for endangered species, expand the contiguous mauka-to-makai conservation corridor in East Maui, and preserve shoreline access for recreation and native Hawaiian cultural practices. The acquisition is part of a larger initiative, and the private funds provide a non-federal match for the U.S. Forest Service's Forest Legacy Program, further leveraging conservation resources for Hawai‘i.

Taken together, the benefits of securing these lands at low cost and without public funding outweigh the potential risks associated with a broken title.

The State is planning to acquire the property through a quitclaim deed, a draft form of which is attached as Exhibit B. Although this is a deviation from the standard warranty deed required by the State, staff recommends that it is appropriate in this instance because EML is not able to provide the standard warranties for title. Although the State will acquire the property without resolving the title issues, this proposed acquisition is made without using general funds, and both the donors and the Division believe that the benefits outweigh the potential risks. Although potential claimants to portions of these parcels may still initiate the legal process to claim these lands in the future, the possible loss of limited acreage does not outweigh the significant conservation value gained through this acquisition. If there were successful claims, the Division is committed to working with any rightful claimant to manage the Property for the public's benefit.

The acquisition of these parcels is part of the larger East Maui Coastal Rainforest project, which includes the planned future acquisition of additional parcels in this region (Exhibit A). The parcels will serve as non-federal cost-share donation tracts for the U.S. Department of Agriculture Forest Service's Forest Legacy Program for this project. A portion of the appraised FMV of one of the parcels will be used to meet the required 25% non-federal match for the total project cost. The draft Quitclaim Deed (Exhibit B) includes the cost-share information and other language required by the Forest Legacy Program to ensure the State manages the property in a manner consistent with conservation purposes.

The quitclaim deed does not include environmental warranties, which are typically included in state acquisitions. Accordingly, the State will have no recourse but to use public resources to respond to any potential hazardous contamination found on the property in the future. Risk of hazardous material contamination is low, given the Phase 1 ESA findings. Additionally, in June 2025, the landowner removed items noted as environmental concerns, including the abandoned vehicle chassis, the sink with potential asbestos undercoating, and scrap waste, and capped the cesspool.

A draft Quitclaim Deed (Exhibit B), a draft Purchase and Sale Agreement (Exhibit C), and a letter of agreement between the landowner and the State (Exhibit D) were reviewed and accepted by the landowner and the State's deputy attorney general and are attached for the Board's review and approval. The landowner has requested the letter of agreement (Exhibit D), which includes an "as-is" clause that disclaims any representations, warranties, or guarantees with respect to the properties subject to this transaction. Such a clause is not standard in State transactions using public funds. It would generally prohibit the State from pursuing recovery from the Seller for claims with respect to the Property in the future. Although the Quitclaim Deed, lack of warranties, and additional letter agreement are not standard for transactions, assuming such risks is justified in this transaction, given the importance and benefits of adding this property to the public trust lands, the minor findings in the Phase 1 environmental assessment, as well as the long intervening time period with no claims.

In addition to approving the acquisition and set aside, the Board is requested to approve an immediate management right-of-entry to the Division for management purposes and authorize the Division to issue permits under Chapters 13-104, 13-122, 13-123, 13-124, 13,126, 13-209, Hawaii Administrative Rules. This request is to enable the Division to address immediate management needs, such as invasive species and managed public access, and to effectively manage the Property upon acquisition during the interim period prior to approval of the Executive Order, which approves the set aside of the parcels to Forest Reserve, pursuant to Chapter 183, Hawaii Revised Statutes. The Division will then conduct public hearings to add the Property to the Forest Reserve System. Upon completing the public hearings, the Division will return to the Board to seek approval to set aside the Property as part of the Forest Reserve System (Koʻolau Forest Reserve) and obtain an Executive Order as appropriate.

The landowner will terminate any existing licenses upon closing. The Division may issue temporary, non-exclusive permits for grazing, pursuant to Chapter 13-104, HAR, to the extent those permits are consistent with management goals. Controlled grazing is an effective method for controlling some noxious weeds and wildfire fuel loads, and is an important tool used by the Division in select areas.

Once designated as a Forest Reserve, the parcels will join other managed areas that preserve Maui's diverse forests. The Division plans to develop a comprehensive management plan for this Forest Reserve, incorporating input from the public. The management plan will address the various resource values of the three parcels, including watershed resources, biodiversity, aquatic species and stream habitats, plants and wildlife, restoration of coastal vegetation, recreational resources (such as camping, fishing, and hiking), management of invasive species, forest restoration, and cultural and historic resources.

COMMUNITY ENGAGEMENT

The Division has conducted extensive outreach with community groups, government leaders, and individuals to share information about this initiative, understand cultural and historical connections to the land, and identify opportunities for collaborative management. These discussions were detailed and meaningful, offering both staff and community members an opportunity to exchange knowledge and perspectives.

The response has been overwhelmingly positive. A dozen letters of support have been received, reflecting broad-based community, cultural, and governmental endorsement of the acquisition. Engagement has included *Nā Moku Aupuni o Koʻolau Hui*, the *Nā Ala Hele Advisory Council*, State Representative Mahina Poepoe (District 13), Maui County Mayor Richard Bissen, Maui County Councilmember Shane Sinenci (East Maui), *Koa Range*, *Aha Wai o Maui Hikina*, *Aha Moku*, the Sierra Club, and the Commission on Water Resource Management (CWRM).

This strong level of support underscores both the importance of protecting these lands and the opportunity for the Division to partner with community stakeholders in future management.

RECOMMENDATION: That the Board:

1. Authorize the acquisition of the subject private lands under the terms and conditions cited above, which are by this reference incorporated herein and further subject to the following:

    A. The terms and conditions of the attached quitclaim deed document, as may be amended,
    B. Review and approval by the Department of the Attorney General, and

C. Such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.

2. Authorize the issuance of a management right-of-entry permit to the Division of Forestry and Wildlife covering the subject parcels under the terms and conditions cited above, effective immediately upon acquisition by the State, which are by this reference incorporated herein and further subject to the following:

   A. The standard terms and conditions of the most current right-of-entry permit form, as may be amended from time to time; and
   B. Such other terms and conditions as the Chairperson may prescribe to best serve the interests of the State.

3. Authorize the Division to issue permits under Chapters 13-104, 13-122, 13-123, 13-124, 13,126, 13-209, Hawaii Administrative Rules.

4. Per Section 183-11, HRS, as amended, authorize the Division of Forestry and Wildlife to conduct a public hearing on the Island of Maui regarding the proposed addition of the Property to the Forest Reserve System. Further, under 183-12, HRS, authorize the Chairperson to:

   A. Set the date, location, and time of the public hearing; and
   B. Appoint a hearing master(s) for the public hearing.

Respectfully Submitted,

_____
David G. Smith
Administrator

APPROVED FOR SUBMITTAL:

_____
Dawn N.S. Chang, Chairperson

Attachments:
Exhibit A – Property Maps
Exhibit B – Draft Quitclaim Deed
Exhibit C – Draft Purchase and Sale Agreement
Exhibit D – Letter Agreement

Exhibit A – Property Maps

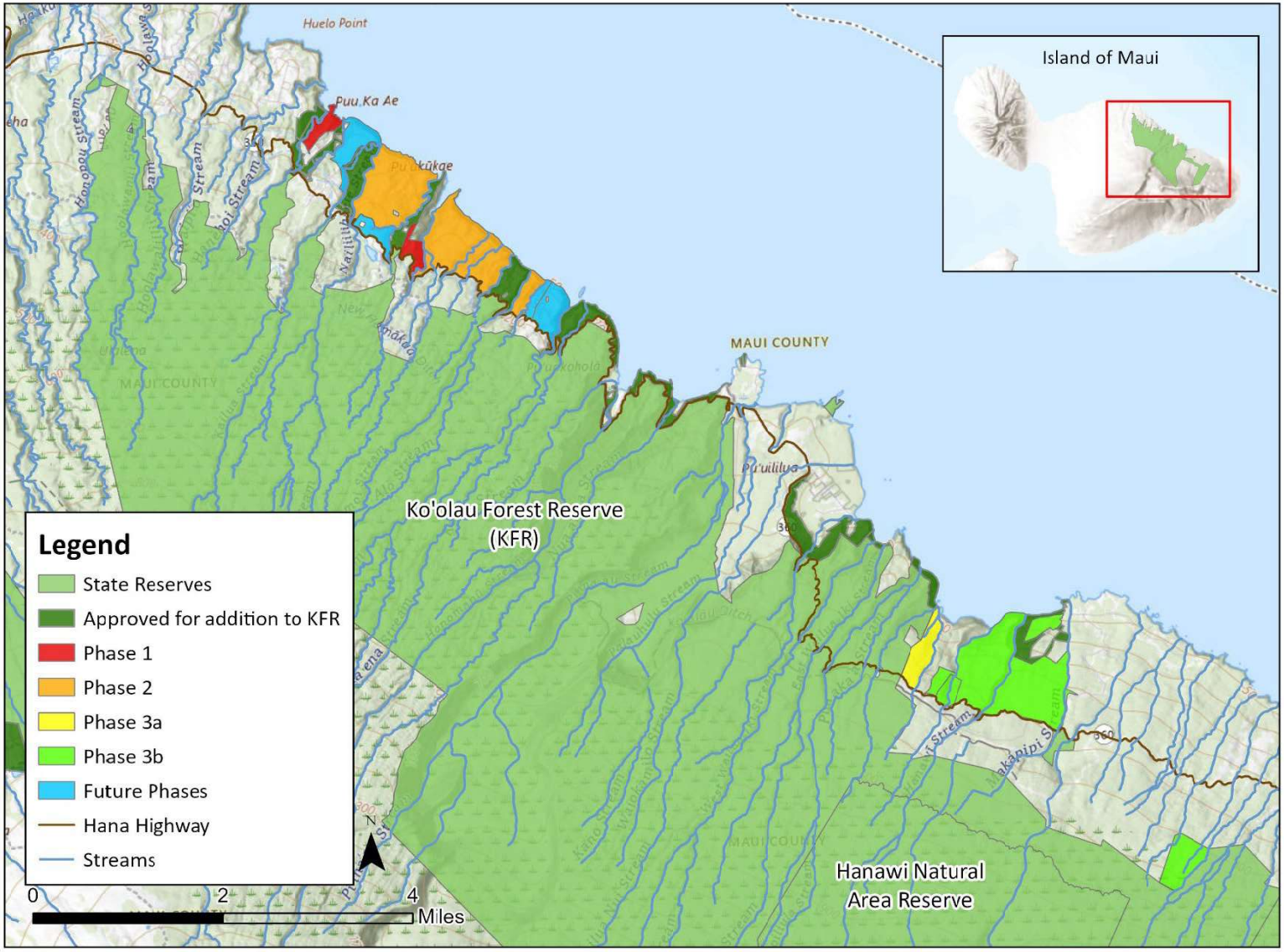

Figure 1: Overview of East Maui Rainforest Project

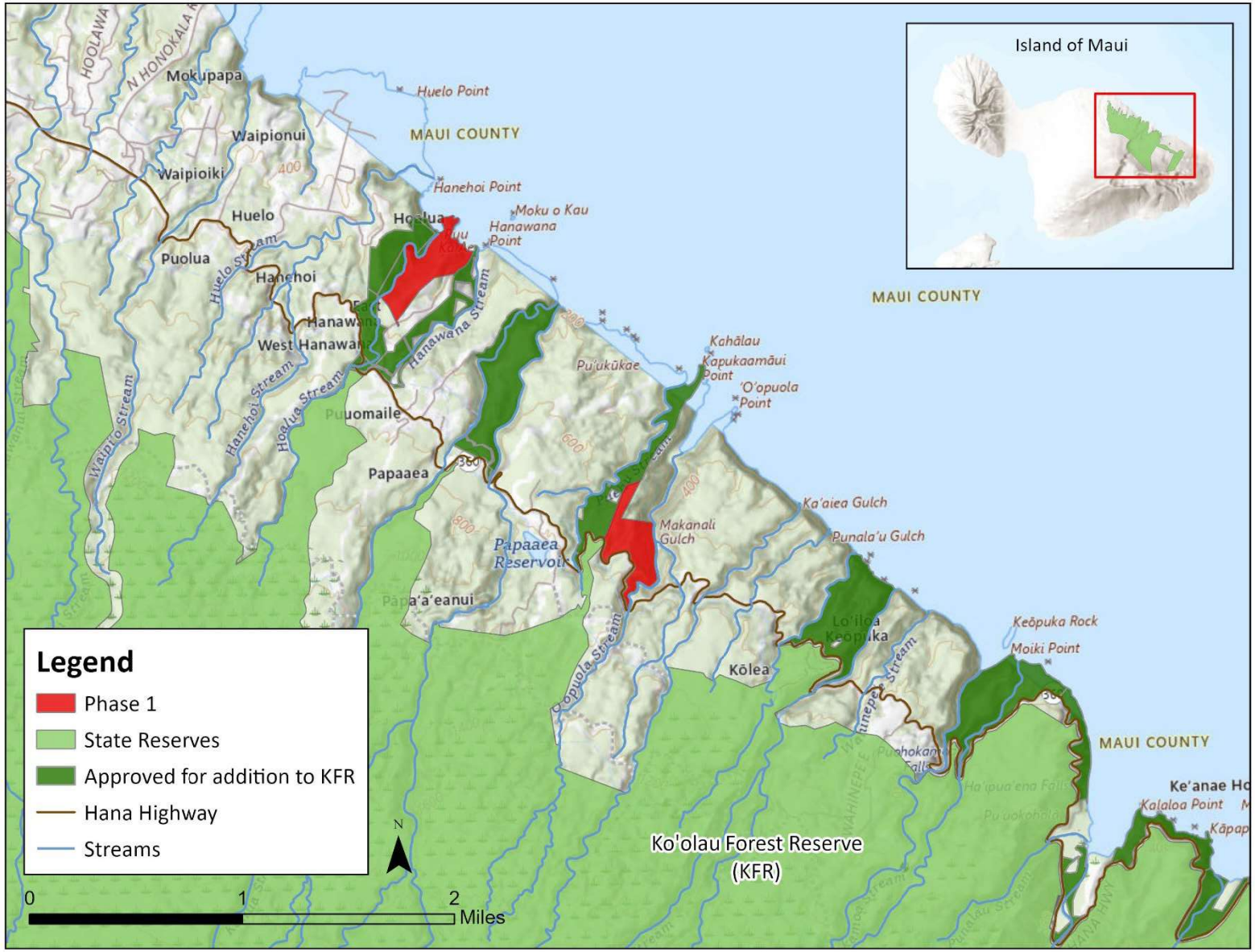

Figure 2: East Maui Rainforest Project- Phase 1 (completed March 21, 2025)

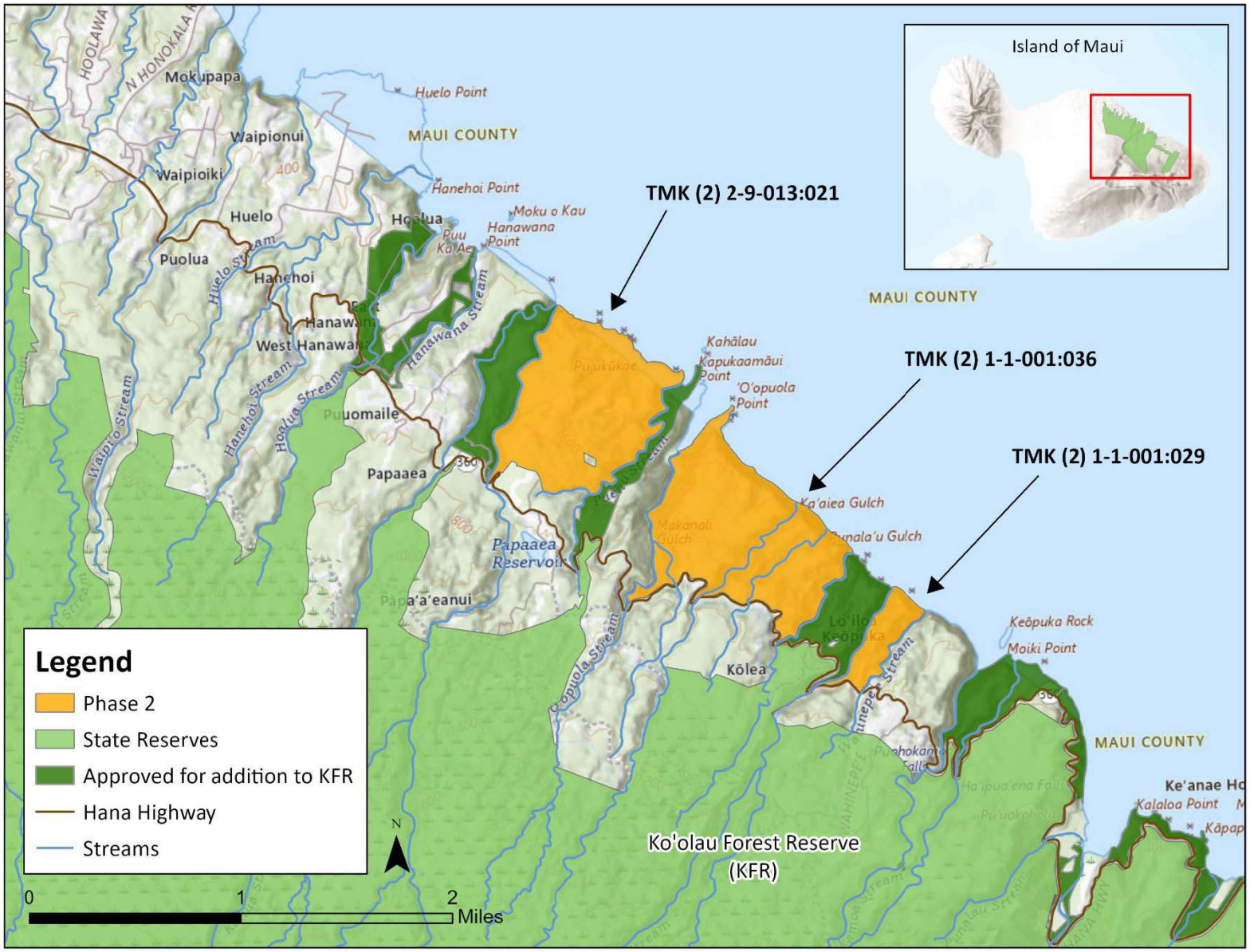

Figure 3: East Maui Rainforest Project- Phase 2 (current agenda item)

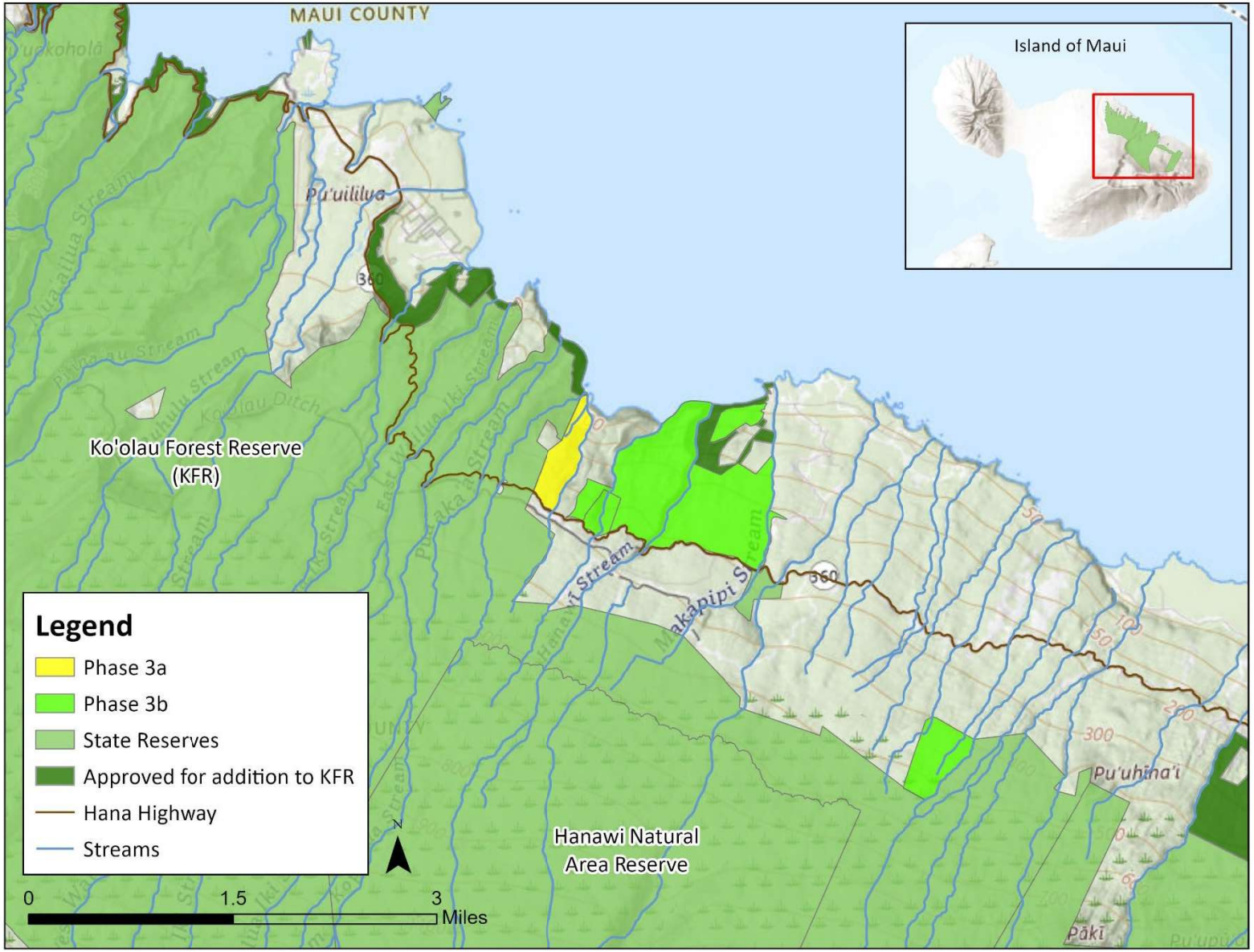

Figure 4: East Maui Rainforest Project- Phase 3

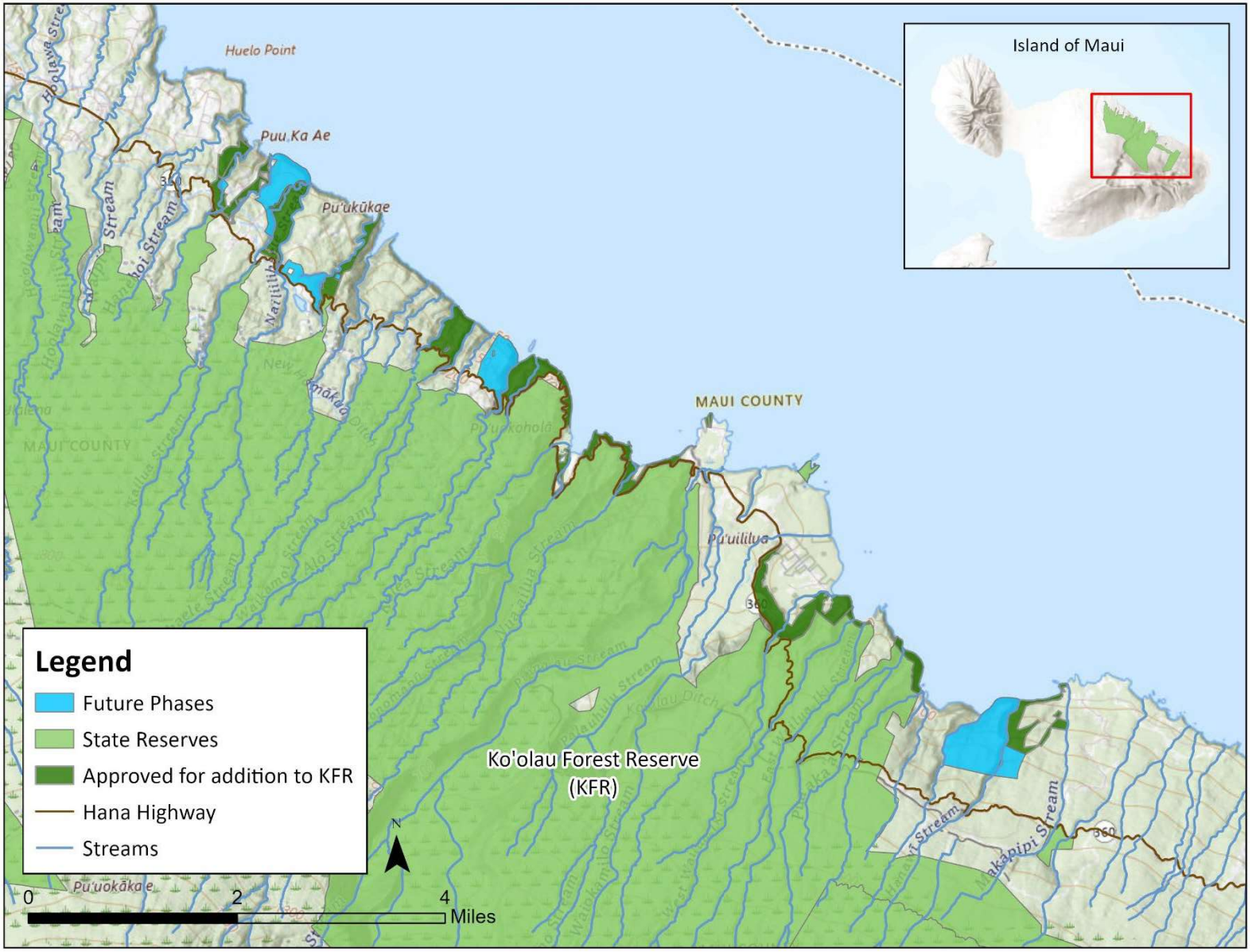

Figure 5: East Maui Rainforest Project- Future Phases

Exhibit B - Draft Quit Claim Deed

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

Total Number of Pages: _____

LOD No. Tax Map Key Nos. (2)1-1-001:021
(2)1-1-001:029
(2)1-1-001:036

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT, effective as of the ____ day of _____, 2025, EAST MAUI LANDHOLDINGS, LLC, a Hawaii limited liability company, whose address is 822 Bishop Street, Honolulu, Hawaii 96813, hereinafter referred to as the "Grantor," for ONE AND NO/100 DOLLARS ($1.00), and other valuable consideration paid by the STATE OF HAWAII, by its Board of Land and Natural Resources, whose address is 1151 Punchbowl Street, Honolulu, Hawai'i 96813, hereinafter referred to as the "Grantee," the receipt whereof is hereby acknowledged, does hereby REMISE, RELEASE AND FOREVER QUITCLAIM TO Grantee, the Grantee's successors and assigns, all of the right, title and interest which Grantor has, if any, in those certain parcels of land and improvements situate at _____, designated as "East Maui Coastal Forest," containing an area of

X acres, more particularly described in Exhibit "A" and delineated on Exhibit "B," both attached hereto and made parts hereof, said exhibits being, respectively, a survey description and survey map prepared by X, and dated _____(hereafter, the "Property").

AND the reversions, remainders, rents, income and profits thereof, and all of the estate, right, title, and interest of the Grantor, both at law and in equity, if any.

TO HAVE AND TO HOLD the same, together with all improvements, rights, easements, privileges and appurtenances thereunto belonging or in anyways appertaining or held and enjoyed therewith unto said Grantee, if any, the Grantee's successors and assigns.

NOTICE OF FEDERAL PARTICIPATION

United States Department of Agriculture (USDA) Forest Service

Purpose & authority. The purpose of this acquisition is to effect the Forest Legacy Program in accordance with the provisions of the Cooperative Forestry Assistance Act of 1978, P.L. 95-313 as amended (codified at 16 U.S.C. 2101 et seq.) on the herein described land, which purposes include protecting environmentally important forest areas that are threatened by conversion to nonforest uses and for promoting forest land protection and other conservation opportunities. The purposes also include the protection and preservation of important scenic, cultural, fish, wildlife and recreational resources, riparian area, and other ecological values, and to ensure that the Property is available for the sustainable and cost-effective harvesting of forest products in a silviculturally sound manner, all of which meet the objectives of the Forest Legacy Program(FLP).

Transfer. This deed may be transferred or assigned only (i) to a government entity that (a) is eligible to hold this deed under the FLP, (b) is willing and able to hold this deed for the purpose for which it was created, and (c) expressly agrees to assume the responsibility imposed by the terms of this deed and (ii) with the consent of the Department of Land and Natural Resources (DLNR), Division of Forestry and Wildlife (DOFAW). If the deed holder ever ceases to exist, or is no longer willing and able to hold this deed for the purpose for which it was

created or carry out the responsibility imposed on the holder by the terms of this deed, the DLNR/DOFAW must identify and select an appropriate entity to which this deed must be transferred.

Disposal. The grant recipient STATE OF HAWAI'I, DLNR/DOFAW, and the owner of the Deed STATE OF HAWAI'I, DLNR/DOFAW, pursuant to the grant agreement East Maui Rainforest Project – Paakea Stream 25-DG-11052021-201 awarded by the United States Department of Agriculture (USDA) Forest Service on January 3,2025 to the DLNR/DOFAW, acknowledge that this acquisition serves as a cost-share tract in the USDA Forest Service Forest Legacy Program authorized by the Cooperative Forestry Assistance Act of 1978, P.L. 95-313 as amended (codified at 16 U.S.C. § 2101 et seq) , and that the interest acquired cannot be sold, exchanged, or otherwise disposed of, in whole or in part. Except, however, the USDA Secretary of Agriculture (Secretary) may exercise discretion to consent to such sale, exchange, or disposition upon the grant recipient's tender of equal valued land or an interest or interests in land acceptable to the Secretary. If land or an interest or interests in land acceptable to the Secretary cannot be identified, the United States must be reimbursed its proportionate share of the market value of the interest at the time of the disposal. The grant agreement is housed in the USDA Forest Service Pacific Southwest Region Office at 1323 Club Drive, Vallejo, California, 94592, or in an archival facility per Agency policy.

The United States' "proportionate share" of Tax Map Key No. (2)1-1-001:036 is 29.1%, which was determined by dividing the market value of the interest that, at the time of its acquisition, was used to meet the cost-share requirement by the value of the interest at that time and expressing the result as a percentage.

The market value of this quitclaim interest or the portion thereof that is disposed shall be the market value of such interest immediately before the disposal as determined by an appraisal that meets the Uniform Standards of Professional Appraisal Practice (USPAP) and is completed by a certified general appraiser approved by the grant recipient DLNR/DOFAW and the USDA Forest Service Pacific Southwest Region Office.

The form of the United States' reimbursement under this paragraph (whether it is received in cash or in kind) shall be in the sole and absolute discretion of the Secretary but shall

in all events be used for FLP or similar conservation purposes. This quitclaim deed shall not be deemed disposed in whole or in part until the United States receives reimbursement as provided in this paragraph.

No inaction or silence by the Secretary shall be construed as approval of a disposal or as an abandonment of this quitclaim deed in whole or in part. Any purported disposal executed without the prior written consent of the Secretary will be null and void. The provisions of this paragraph shall survive any partial disposal.

If the deed owner is notified of a proposal to condemn all or any portion of the property subject to this quitclaim deed, the DLNR/DOFAW and the USDA Forest Service must immediately be notified.

Management objectives. The Property will be managed in a manner consistent with and in accordance with the FLP and a Multi-Resource Management Plan to ensure long-term sustainability and protection of the forest resources and other conservation values for which the Property was acquired. The management plan will provide for maintenance of at least 75% Forest cover.

There will be no surface disturbance of the property other than what is necessary for management activities which are needed for long-term forest health and sustainability. Disturbance must be limited but could include construction of new recreational or forest management roads or trails, construction or replacement of culverts or construction of structures that are necessary to meet the purposes of the acquisition including public access and forest-based recreation. There may be limited extraction of sand or gravel for onsite management activities. Such activities and construction will be outlined in the Multi-Resource Management Plan. Protection of the forest is the primary purpose of this acquisition; any management, structures, disturbance or alteration will be done only if needed for effective protection, management or restoration of the forest.,

There will be no conveyance or subdivision of the subject property except that limited portions may be conveyed as part of bona fide boundary dispute resolutions in consultation with the appropriate Court. The holder of the subject property shall not enter into long term contracts, agreement, leases or easements

that could impact the long-term title of this property or the purposes for which the property entered the FLP.

Ecosystem service markets. No agreements relating to ecosystem service markets shall be made regarding the Property that is or is likely to become inconsistent with the Purposes or Terms of this Deed, the terms of the FLP grant, State of Hawai'i Forest Action Plan or other documents incorporated by reference. If the State of Hawai'i wishes to enter such an agreement it must notify the USDA Forest Service explaining what the State proposes to do and explain why it believes market participation is compatible. The USDA Forest Service will respond with its denial or approval and include instructions if applicable.

IT IS MUTUALLY AGREED that the terms "Grantor" and "Grantee," as and when used hereinabove or hereinbelow shall mean and include the masculine or feminine, the singular or plural number, individuals, associations, trustees, corporations, partnerships, or other entities and their and each of their respective successors in interest, heirs, executors, personal representatives, administrators and permitted assigns, according to the context thereof, and that if these presents shall be signed by two or more grantors, or by two or more grantees, all covenants of such parties shall be and for all purposes deemed to be their joint and several covenants.

The parties agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and the counterparts shall together constitute one and the same instrument, binding all parties notwithstanding that all of the parties are not signatory to the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

[SIGNATURES ON THE FOLLOWING PAGE]

Exhibit B - Draft Quit Claim Deed

IN WITNESS WHEREOF, the Grantor herein, has caused these presents to be executed this _____ day of _____, 2025, and the STATE OF HAWAII, the Grantee herein, has caused the seal of the Department of Land and Natural Resources to be hereunto affixed and these presents to be duly executed this ____ day of _____, 2025, both effective as of the day, month, and year first above written.

EAST MAUI LANDHOLDINGS, LLC, a Hawaii limited liability company

_____

By
Its

GRANTOR

STATE OF HAWAII

Approved by the Board of Land and Natural Resources at its meeting(s) held on _____.

By_____
Chairperson
Board of Land and Natural Resources

GRANTEE

APPROVED AS TO FORM:

_____
Tina M. Tsuchiyama
Deputy Attorney General

Dated: _____

Exhibit B - Draft Quit Claim Deed

STATE OF HAWAII)
) SS.
COUNTY OF)

On this _____ day of _____, 20____, before me personally appeared _____ and _____,to me known to be the persons described in and who executed the foregoing instrument and acknowledged that ____ executed the same as _____ free act and deed.

_____
Notary Public, State of Hawaii

_____

My commission expires: _____

Exhibit B - Draft Quit Claim Deed

EXHIBIT "A"

Exhibit B - Draft Quit Claim Deed

EXHIBIT "B"

Exhibit C – Draft Purchase and Sale Agreement

AGREEMENT OF SALE
(East Maui Rainforest Phase II)

This is an Agreement of Sale ("**Agreement**") dated _____, 2025, between **The Trust for Public Land**, a California nonprofit public benefit corporation, authorized to do business in the State of Hawaii ("**TPL**" or "**Seller**"), and the **State of Hawaii,** by its Board of Land and Natural Resources ("Buyer").

RECITALS

A. The address and telephone numbers of the parties to this Agreement are as follows: Telephone numbers are included for information purposes only:

SELLER:

The Trust for Public Land
P.O. Box 889336
Los Angeles, CA 90088-9336S
Attn: Gordon J. Okawa, Esq.
gordon.okawa@tpl.org
Tel: (415) 800-5294

Copies of any notices to Seller should also be sent to:

The Trust for Public Land
1003 Bishop St. Ste. 740
Honolulu, Hawaii 96813
Attn: Aka Wedemeyer
aka.wedemeyer@tpl.org
Tel: (808) 489-7126

BUYER:

State of Hawaii
Board of Land and Natural Resources
P.O. Box 621
Honolulu, Hawaii 96809-0621
Attn: Dawn Chang, Chairperson
dawn.chang@hawaii.gov
Tel: (808) 587-0401

Copies of any notices to Buyer should also be sent to:

State of Hawaii
Dept. of Land and Natural Resources
Division of Forestry and Wildlife
1151 Punchbowl Street, Room 325
Honolulu, Hawaii 96813
Attn: Tanya Rubenstein
tanya.rubenstein@hawaii.gov
Tel: (808) 333-6803

B. Before the Deed Recordation (as defined below), the parties expect that Seller will purchase the Property (as defined below), located on the Island of Maui, Hawaii, known as Parcel 29, Parcel 36, and Parcel 21 (as such terms are defined below).

C. Seller has entered into an option agreement with East Maui Landholdings, LLC, a Hawaii limited liability company (the "**Landowner**") regarding TPL's desired acquisition of the Property (as defined below), which is currently owned by Landowner ("**TPL Option Agreement**"). Under the TPL Option Agreement, TPL has the right, subject to certain conditions, to acquire the Property from Landowner.

D. Buyer and Seller acknowledge and agree that Parcel 29 Status Report, the Parcel 36 Status Report, and the Parcel 21 Status Report (as such terms are defined below) show that Landowner owns an interest in those certain parcels situated in the County of Maui, Island of Maui, State of Hawai'i, Second Division**,** with (i) Tax Map Keys identified as follows; and (ii) ownership interests corresponding to each listed Tax Map Key as described in the following Status Report (Broken Title) documents listed below and prepared for Landowner by Title Guaranty of Hawaii, LLC ("**Title Company**") (as such documents may be updated by the parties from time to time):

- TMK: (2) 1-1-001:029 ("**Parcel 29**") with an ownership interest as described in the Status Report dated as of April 25, 2025 (Tax Map Key No. (2) 1-1-001:029) and attached hereto as Exhibit F-1 ("**Parcel 29 Status Report**");
- TMK: (2) 1-1-001:036 ("**Parcel 36**") with an ownership interest as described in the Status Report dated as of May 30, 2023 (Tax Map Key No. (2) 1-1-001:036) and attached hereto as Exhibit F-2 ("**Parcel 36 Status Report**"); and
- TMK: (2) 2-9-013:021 ("**Parcel 21**") with an ownership interest as described in the Status Report dated as of July 18, 2025 (Tax Map Key No. (2) 2-9-013:021) and attached hereto as Exhibit F-3 ("**Parcel 21 Status Report**").

Said parcels are more particularly described in Exhibit A attached to this Agreement. Buyer acknowledges the following regarding certain portions of said parcels having broken or otherwise uninsurable title (singularly and collectively, the "**Broken Title LCAs**"):

- Parcel 29: within all of that certain portion of the land described in Royal Patent Grant Number 3394, all of Parcel 29, as hatched on map attached hereto and marked as Exhibit A-1 portions of such land are known to have broken or otherwise uninsurable title as described in the Parcel 29 Status Report, causing Title Company to deem the entire Parcel 29 to be uninsurable;

- Parcel 36: within all of those certain portions of the lands described in Land Commission Award Number 3957-B, Royal Patent Number 4109, Royal Patent Grant Number 1395, and Royal Patent Grant Number 1396, which together consists of all of Parcel 36, as hatched on map attached hereto and marked as Exhibit A-2, portions of such land are known to have broken or otherwise uninsurable title as described in the Parcel 36 Status Report, causing Title Company to deem the entire Parcel 36 to be uninsurable; and

- Parcel 21: within all of those certain portions of the lands described in and covered by Royal Patent Grant Number 384 to William P. Alexander and Land Patent Number 8336, Land Commission Award Number 4919, Apanas 3 and 5 to Kahaule; and all of the land(s) described in and covered by Royal Patent Number 7231, Land Commission Award Number 4965, Apanas 1, 2 and 3 to Kekahuna; Royal Patent Number 7205, Land Commission Award Number 5459-D to Kaalae; and Land Patent Number 8336, Land Commission Award Number 4919, Apanas 4, 6, 7, 10, 11 and 12 to Kahaule, which together consists of all of Parcel 21, as hatched on map attached hereto and marked as Exhibit A-3, portions of such land are known to have broken or otherwise uninsurable

title as described in the Parcel 21 Status Report, causing Title Company to deem the entire Parcel 21 to be uninsurable.

The real property (including, without limitation, the Broken Title LCAs), together with Seller's interest in all improvements, fixtures, timber, water, oil, gas and mineral and metallic mines of every kind or description, if any, and all rights appurtenant to the property, including, but not limited to, timber rights, water rights, grazing rights, access rights, and geothermal rights, if any, will be referred to in this Agreement as the "**Property**." Notwithstanding anything to the contrary contained in this Agreement, the parties acknowledge that Seller and/or Landowner will not be required to undertake any efforts to make title to the Broken Title LCAs insurable or to otherwise have clear title, and that Seller will convey to Buyer (or instruct Landowner to directly convey to Buyer by direct deed) all of Seller's right, title and interest, if any, in the Property (including, without limitation, the Broken Title LCAs) by quitclaim deed.

E. Seller desires to donate Parcel 29 and Parcel 36 to Buyer, and Buyer desires to purchase Parcel 21 from Seller on the terms and conditions set forth in this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. **Purchase and Sale**. Upon Seller's acquisition of the Property from Landowner, (i) Seller agrees to transfer all of its interest in the Property to Buyer , or cause the Landowner to convey the Property directly to Buyer by way of direct deed; and, specifically, (ii) Seller agrees to (aa) donate its interest in Parcel 29 and Parcel 36 and (bb) sell its interest in Parcel 21 to Buyer; and (iii) Buyer agrees to (xx) accept donation of Parcel 29 and Parcel 36 and (yy) buy Parcel 21 from Seller, on the terms and conditions set forth herein (the "**Transaction**").

2. **Purchase Price**. The purchase price for Parcel 21 is NINE HUNDRED FIFTY-ONE THOUSAND, NINE HUNDRED NINETY-NINE and 00/100 DOLLARS ($951,999.00) (the "**Purchase Price**"). The Purchase Price will be payable, in cash or immediately available funds, with funds on Deed Recordation, as defined in Section 7.

3. **Effective Date**. This Agreement will be effective on the date that it is signed by both parties hereto and approved as to form, legality, exceptions and reservations by the Attorney General on behalf of Buyer, as shown on the signature pages to this Agreement (the "**Effective Date**").

4. **Conditions Precedent to Closing**. The parties' respective obligations to close the purchase and sale of the Property are conditioned upon all of the following happening at least one (1) business day before the Closing (as defined in Section 7(a) below):

(a) Seller receives approval of the Transaction which is the subject of this Agreement by the Seller's Board of Directors which approval is subject to said Board's sole discretion;

(b) Seller shall have acquired the Property, which is subject to the terms and conditions of the TPL Option Agreement;

(c) Buyer has approved the title, physical, and structural condition of the Property not later than October __, 2025 (the "**Review Deadline**");

(d) Buyer has approved the environmental condition of the Property by the Review Deadline, subject to the trash remediation by Landowner, said trash identified in that certain Phase I Environmental Site Assessment Report dated January 27, 2025, prepared by Ford & Associates, Inc., and as such report is updated;

(e) Buyer receives approval by the State of Hawaii, Board of Land and Natural Resources ("**BLNR**") to enter into this Agreement and to acquire the Property, which approval is subject to the Board's sole discretion;

(f) Buyer receives all sources of funding which are to be used together to purchase Parcel 21;

(g) Seller has provided Buyer with copies of the Property Information (as defined in Section 5(a)(ii) below), provided to Seller by the Landowner and the results of Seller's due diligence. To Seller's current actual knowledge (without the duty of inquiry or investigation), the Property Information contains all encumbrances, restrictions, and obligations, both recorded and unrecorded, pertaining to the Property;

(h) Landowner and Buyer execute at or prior to Closing, the letter agreement attached hereto as Exhibit B (the "**Letter Agreement**")

(i) Landowner executes and Buyer acknowledges a Confirmation of Easement in the form attached hereto as Exhibit C, which Confirmation of Easement shall be recorded in the Bureau of Conveyances of the State of Hawai'i ("**Bureau**") at the Closing immediately prior to the Quitclaim Deed;

(j) Landowner executes a Quitclaim Deed in the form attached hereto as Exhibit D, conveying the Property to Buyer, which Quitclaim Deed shall be recorded in the Bureau;

(k) Landowner executes a Grant of Easement in the form attached hereto as Exhibit E, which Grant of Easement shall be recorded in the Bureau after the Quitclaim Deed; and

(l) Satisfaction of all obligations stated in this Agreement by both Buyer and Seller, within the periods provided in this Agreement (if any).

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If any condition precedent is not satisfied or waived by the benefited party, Seller or Buyer may terminate this Agreement by written notice to the other party and to the Escrow Holder; in which event the Parties will have no further obligation to each other under this Agreement and Buyer will not be liable for any damages.

5. **Condition of the Property**.

(a) Buyer and Seller agree that, before the Review Deadline, as defined in Section 4(b) above:

(i) Buyer will have had the opportunity to study all aspects or circumstances of the Property which Buyer deems material or relevant;

(ii) Buyer will have received from Seller the documents described in Exhibit G attached hereto and incorporated by this reference, which sets forth Property-related information (the "**Property Information**"), Seller makes no representations or warranties as to the accuracy, completeness or conclusions of the Property Information;

(iii) Buyer will have had access to the Property; and

(iv) Buyer will have had the opportunity to make all inspections and verifications which Buyer deems necessary for the completion of Buyer's due diligence review for the Transaction covered by this Agreement.

(b) EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, BUYER HEREBY ACKNOWLEDGES AND AGREES THAT THE SALE OF THE PROPERTY HEREUNDER IS AND WILL BE MADE ON AN "AS IS, WHERE IS" BASIS AND THAT NEITHER SELLER, NOR ANY ATTORNEY, REPRESENTATIVE, AGENT, OR EMPLOYEE OF SELLER HAS MADE, OR WILL MAKE, AND EXCEPT FOR SELLER'S REPRESENTATIONS AND EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, SELLER SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, FUTURE, OR OTHERWISE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY. UPON CLOSING, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BUYER SHALL ASSUME THE RISK THAT ADVERSE MATTERS MAY NOT HAVE BEEN REVEALED BY BUYER'S INVESTIGATIONS, AND EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BUYER, UPON CLOSING, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER (AND SELLER'S OFFICERS, MEMBERS, MANAGERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS) FROM AND AGAINST ANY AND ALL CLAIMS,

DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH BUYER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER (AND SELLER'S OFFICERS, MEMBERS, MANAGERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS) AT ANY TIME BY REASON OF OR ARISING OUT OF ANY AND ALL ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY. SELLER AND BUYER AGREE THAT THIS PARAGRAPH SHALL SURVIVE CLOSING.

6. **Due Diligence**. Seller has provided to Buyer the Property Information and the opportunity to investigate and review a preliminary title report, the Property Information, and the physical condition of the Property, which investigation and review must be completed on or before the Review Deadline. If Buyer determines that it is dissatisfied with the condition of the Property, then Buyer may terminate this Agreement by delivering written notice to Seller on or before the Review Deadline. If Buyer fails to deliver any such written termination notice to Seller on or before the Review Deadline, then Buyer will be deemed to have elected to proceed to close Escrow (as defined below) and acquire the Property.

7. **Escrow and Closing**.

(a) Seller shall open an escrow (the "**Escrow**") with Title Guaranty of Hawaii, Inc., 235 Queen Street, Honolulu, Hawaii 96813 ATTN: Jeremy Trueblood jtrueblood@tghawaii.com (the "**Escrow Holder**") for the purpose of consummating the purchase and sale of the Property (the "**Closing**"). Buyer and Seller will approve and submit joint escrow closing instructions. "**Deed Recordation**" which is defined as the date on which the Quitclaim Deed is recorded and the Purchase Price paid will occur on or before _____, 2025, unless extended by agreement of the parties.

(b) Buyer and Seller must deliver (or cause to be delivered) all final, fully executed documents and all funds into Escrow at least two (2) business days before the Deed Recordation.

(c) All Closing expenses, fees, and charges will be borne by the Seller.

8. **Title**. Landowner will cause the Property to be conveyed to Buyer by a Quitclaim Deed in the form attached hereto as Exhibit D and incorporated herein by this reference (the "**Deed**"), a fee simple interest in the Property.

Seller will pay or cause to be paid all property taxes up to the date of recordation of the Deed.

9.**No Title Insurance**. Buyer and Seller acknowledge that no title insurance or title policy will be available for any portion of the Property, and agree to not delay or condition the Closing on obtaining title insurance or a title policy.

10. **Seller's Promise not to Further Encumber.** Seller may not, without the prior written consent of the Buyer, make any leases, contracts, options, or agreements whatsoever affecting the Property that would in any manner impede Seller's ability to perform hereunder and deliver title as agreed herein.

11. **Seller's Representations**. Seller represents and warrants that:

(a) Subject to Seller's acquisition of the Property, prior to the Closing, Seller will own and will have the power to sell the Property to Buyer, or to direct Landowner to convey the Property directly to Buyer.

(b) To Seller's actual knowledge, Seller has not received written notice in respect to any action, suit, litigation, arbitration, or other proceeding pending or threatened that in any manner affects the Property;

(c) Subject to the conditions precedent set forth in Section 4, Seller has full power and authority to execute and deliver this Agreement and to consummate the transactions provided herein. The persons signing this Agreement for Seller have full power and authority to sign for Seller and to bind it to this Agreement;

(d) Seller has no current actual knowledge of any written notice from a governmental agency having jurisdiction over the Property in respect to violations of any law, order, ordinance, or regulation affecting the Property;

(e) Seller has not received written notice and has no knowledge of any written notice in respect to any pending or threatened condemnation of all or part of the Property;

(f) This Agreement and the other documents to be executed by Seller hereunder, upon execution and delivery thereof by Seller, will have been duly entered into by Seller, and will constitute legal, valid and binding obligations of Seller, subject to the conditions precedent set forth in Section 4, and subject to applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws or equitable principles affecting or limiting the rights of contracting parties generally. Neither this Agreement nor anything provided to be done under this Agreement violates or will violate any contract, document, understanding, agreement, or instrument to which Seller is a party or by which it is bound;

(g) Seller has no current actual knowledge of any unrecorded agreements affecting the Property;

(h) Seller represents and warrants that it is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code. Seller's United States Taxpayer Identification Number is 23-7222333;

(i) Seller represents and warrants that it is a nonprofit public benefit corporation duly organized, validly existing and in good standing under the laws of the State of California;

(j) Seller represents and warrants, to Seller's current actual knowledge, Seller has not received written notice that the Property is subject to any investigation by any governmental authority or any judicial or administrative proceedings alleging the material violation of or liability under any hazardous materials law, or any outstanding written order or agreement with any governmental authority or private party relating to any hazardous materials laws or hazardous materials claims;

(k) Seller agrees to disclose to Buyer all material findings regarding the condition of the Property that Seller may discover and are not contained in the preliminary title report delivered to Buyer.

12. **Buyer's Representation**. Buyer represents and warrants that subject to approval by the Board of Land and Natural Resources ("**BLNR**"), which approval is at its sole discretion, Buyer has all the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated hereby.

13. **Risk of Loss**. All risk of loss will remain with Seller until Deed Recordation. If the Property is destroyed or damaged after the Effective Date of this Agreement and before Deed Recordation, then Buyer or Seller may, at their option elect to terminate this Agreement with no damages accountable to Buyer.

14. **Notices**. All notices pertaining to this Agreement will be in writing delivered to the parties hereto by email transmission, personally by hand, courier service or Express Mail, or by first class mail, postage prepared, at the addresses set forth in Recital A. All notices will be deemed given: (a) if sent by mail, when deposited in the mail, first class postage prepared, addressed to the party to be notified; (b) if delivered by hand, courier service or Express Mail, when delivered; or (c) if transmitted by email, when transmitted; provided the sender receives no indication the transmittal was unsuccessful. The parties may, by notice as provided above, designate a different address for notices.

15. **Remedies Upon Default**. If Buyer or Seller defaults in the performance of any of their respective obligations under this Agreement, then the non-defaulting party

will, in addition to any and all other remedies provided in this Agreement or by law or equity, have the right of specific performance against the defaulting party.

16. **No Broker's Commission**. Each party represents to the other that it has not used a real estate broker in connection with this Agreement or the Transaction contemplated by this Agreement. Each party further represents that it has not and will not pay or receive a broker's commission or finders' fee for this Transaction. If any person asserts a claim for a broker's commission or finder's fee against one of the parties to this Agreement, then the party on account of whose conduct the claim is asserted will hold the other party harmless from said claim.

17. **Time of the Essence; Dates**. Time is of the essence to this Agreement. If any date specified in this Agreement falls on Saturday, Sunday or a public holiday, then such date will be deemed to be the succeeding day on which the public agencies and major banks are open for business.

18. **Binding on Successors**. Subject to approval by the BLNR and the Seller's Board of Directors, which approvals are at each Board's sole discretion, this Agreement will be binding not only upon the parties but also upon their heirs, personal representatives, assigns, and other successors in interest.

19. **Additional Documents**. Seller and Buyer agree to execute such additional documents, including escrow instructions, as may be reasonable and necessary to carry out the provisions of this Agreement.

20. **Additional Documents to be Provided by Seller to Buyer**. Seller agrees to provide to Buyer or Escrow Holder before the Deed Recordation a resolution of the Board of Directors of Seller authorizing the transaction contemplated by this Agreement, the execution, delivery, and performance of this Agreement, any other obligation of Seller contemplated by this Agreement, and authorizing the person who will sign this Agreement to do so on behalf of Seller.

21. **Assignment**. Buyer may not assign its interests under this Agreement without the written consent of Seller.

22. **Entire Agreement; Modification; Waiver**. This Agreement constitutes the entire agreement between Buyer and Seller pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by all parties. No waiver of any of the provisions of this Agreement will be deemed or will constitute a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver and agreeable to both parties.

23. **Counterparts**. This Agreement may be executed in counterparts; each of which will be deemed an original and which together will constitute one and the same

agreement. Electronic and/or scanned signatures are acceptable and will be treated the same as original ink signatures for the purpose of executing and making this Agreement binding and effective.

24. **Severability**. Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision(s) of this Agreement be for any reason unenforceable, the balance will nonetheless be of full force and effect.

25. **Governing Law**. This Agreement will be governed by and construed in accordance with the laws of the State of Hawai'i.

26. **Survival of Close of Escrow**. All representations, warranties, covenants, conditions, agreements, and other obligations set forth in this Agreement will survive the Closing and Deed Recordation and will not merge therein unless specifically stated otherwise in this Agreement.

27. **Exhibits and Recitals**. All Exhibits attached to this Agreement and the Recitals contained herein, are incorporated into this Agreement by this reference.

[*Signature page follows*.]

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IN WITNESS of the foregoing provisions the parties have signed this Agreement on the dates appearing next to their respective signatures below, but made effective as of the Effective Date:

SELLER:

THE TRUST FOR PUBLIC LAND, a California nonprofit public benefit corporation

By: _____
Lea Hong
Associate V.P. and Hawaii State Director

Date: _____, 2025

BUYER:

STATE OF HAWAII

By: _____
Name: DAWN N.S. CHANG
Chairperson,
Board of Land and Natural Resources

Approved by the Board of Land and Natural Resources at its meeting held on October __, 2025.

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

_____
Name: TINA M. TSUCHIYAMA
Deputy Attorney General

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Exhibit C – Draft Purchase and Sale Agreement

Exhibit A
Legal Description

Exhibit A-1
Parcel 29 map

Exhibit A-2
Parcel 36 map

Exhibit A-3
Parcel 21 map

Exhibit B
Letter Agreement

Exhibit C
Confirmation of Easement

Exhibit D
Quitclaim Deed

Exhibit E
Grant of Easement

Exhibit F-1
Parcel 29 Status Report

Exhibit F-2
Parcel 36 Status Report

Exhibit F-3
Parcel 21 Status Report

Exhibit G
Property Information

DRAFT

Exhibit D - Letter Agreement

_____, 2025

Board of Land and Natural Resources of the State of Hawaii
Kalanimoku Building
1151 Punchbowl St.
Honolulu, HI 96813
Attn.: Ms. Dawn N. S. Chang, Chairperson

Re: Option Agreement dated _____, 2025 (the "OA") between East Maui Landholdings, LLC ("Seller"), and The Trust for Public Land ("Buyer"), for the sale of the Property (as defined in the OA)

Ladies and Gentlemen:

Buyer has exercised its option under the OA to have the Property conveyed directly to the State of Hawaii instead of to Buyer. Seller has agreed to so convey the Property directly to the State of Hawaii on the condition that the State of Hawaii acknowledges and agrees that the conveyance of the Property is made on an "as is, where is" basis and that neither Seller, nor any attorney, representative, agent, or employee of Seller has made, or will make, and the State of Hawaii specifically negates and disclaims any representations, warranties, or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present, future, or otherwise, of, as to, concerning or with respect to the Property (the "AS IS Clause").

By signing this letter agreement, the State of Hawaii confirms its acknowledgment and agreement to the AS IS Clause, which the AS IS Clause shall survive the conveyance of the Property to the State of Hawaii. By signing this letter agreement, the State of Hawaii hereby assumes the risk that adverse matters may not have been revealed by the State of Hawaii's investigations, and the State of Hawaii shall be deemed to have waived, relinquished and released Seller (and Seller's officers, members, managers, directors, shareholders, employees and agents) from and against any and all claims, demands, causes of action (including causes of action in tort), losses, damages, liabilities, costs and expenses (including attorneys' fees and court costs) of any and every kind or character, known or unknown, which the State of Hawaii might have asserted or alleged against Seller (and Seller's officers, members, managers, directors, shareholders, employees and agents) at any time by reason of or arising out of any and all acts, omissions, events, circumstances or matters regarding the Property. Seller and the State of Hawaii agree that this paragraph shall survive the conveyance of the Property to the State of Hawaii.

This letter agreement may be executed in counterparts, each of which shall be deemed an original, and both of which together shall constitute one and the same instrument. If the foregoing terms and conditions are acceptable, please have an authorized representative of the State of Hawaii sign this letter agreement.

[signatures on next page]

Very truly yours,

East Maui Landholdings, LLC,
a Hawaii limited liability company

By Alexander & Baldwin, LLC, Series R,
a series of a Delaware limited liability company
Its Manager

By:_____
Name:_____
Title: _____

By:_____
Name:_____
Title: _____

ACCEPTED AND AGREED:

State of Hawaii

By:_____
Name:
Title:

JOSH GREEN, M.D.
GOVERNOR | KE KIA'ĀINA

SYLVIA LUKE
LIEUTENANT GOVERNOR | KA HOPE KIA'ĀINA

STATE OF HAWAI'I | KA MOKU'ĀINA 'O HAWAI'I
DEPARTMENT OF LAND AND NATURAL RESOURCES
KA 'OIHANA KUMUWAIWAI 'ĀINA

P.O. BOX 621
HONOLULU, HAWAII 96809

DAWN N.S. CHANG
CHAIRPERSON
BOARD OF LAND AND NATURAL RESOURCES
COMMISSION ON WATER RESOURCE MANAGEMENT

RYAN K.P. KANAKA'OLE
FIRST DEPUTY

CIARA W.K. KAHAHANE
DEPUTY DIRECTOR - WATER

AQUATIC RESOURCES
BOATING AND OCEAN RECREATION
BUREAU OF CONVEYANCES
COMMISSION ON WATER RESOURCE MANAGEMENT
CONSERVATION AND COASTAL LANDS
CONSERVATION AND RESOURCES ENFORCEMENT
ENGINEERING
FORESTRY AND WILDLIFE
HISTORIC PRESERVATION
KAHOOLAWE ISLAND RESERVE COMMISSION
LAND
STATE PARKS

October 2, 2025

MEMORANDUM

TO: Division Administrators, Heads of Offices, DOFAW Staff

FROM: David G. Smith, DOFAW Administrator DGS

SUBJECT: Acting Administrator, Division of Forestry and Wildlife

I will be on from October 6-10, 2025. In my absence, Forestry and Wildlife Manager, Marigold Zoll will be Acting Administrator.

Your usual courtesy and cooperation to Ms. Zoll will be greatly appreciated.

Acting Administrator - Oct 6-10, 2025

Final Audit Report 2025-10-02

Created:	2025-10-02 (Hawaii-Aleutian Standard Time)
By:	Sharleen Lee (sharleen.y.lee@hawaii.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYFFbjU6KfSQbWRStl1-FhbFzWrmV7s8S
Number of Documents:	1
Document page count:	1
Number of supporting files:	0
Supporting files page count:	0

"Acting Administrator - Oct 6-10, 2025" History

Document created by Sharleen Lee (sharleen.y.lee@hawaii.gov)
2025-10-02 - 9:03:05 AM HST- IP address: 162.221.246.37

Document emailed to David Smith (david.g.smith@hawaii.gov) for signature
2025-10-02 - 9:03:21 AM HST

Email viewed by David Smith (david.g.smith@hawaii.gov)
2025-10-02 - 10:08:45 PM HST- IP address: 99.24.50.72

Agreement viewed by David Smith (david.g.smith@hawaii.gov)
2025-10-02 - 10:08:48 PM HST- IP address: 99.24.50.72

Document e-signed by David Smith (david.g.smith@hawaii.gov)
Signature Date: 2025-10-02 - 10:08:57 PM HST - Time Source: server- IP address: 99.24.50.72

Agreement completed.
2025-10-02 - 10:08:57 PM HST

Phase 2 Draft Board Submittal East Maui with attachment

Final Audit Report 2025-10-09

Created:	2025-10-09 (Hawaii-Aleutian Standard Time)
By:	Rubyrosa Terrago (rubyrosa.t.terrago@hawaii.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAG0uDHnoC4uEH1U_RnCyN20uClubhhYPt
Number of Documents:	2
Document page count:	41
Number of supporting files:	0
Supporting files page count:	0

"Phase 2 Draft Board Submittal East Maui with attachment" History

Document created by Rubyrosa Terrago (rubyrosa.t.terrago@hawaii.gov)
2025-10-09 - 12:06:00 PM HST- IP address: 75.85.98.168

Document emailed to Marigold Zoll (marigold.s.zoll@hawaii.gov) for signature
2025-10-09 - 12:07:09 PM HST

Agreement viewed by Marigold Zoll (marigold.s.zoll@hawaii.gov)
2025-10-09 - 1:37:41 PM HST- IP address: 162.221.246.37

Document e-signed by Marigold Zoll (marigold.s.zoll@hawaii.gov)
Signature Date: 2025-10-09 - 1:38:42 PM HST - Time Source: server- IP address: 162.221.246.37

Document emailed to Dawn Chang (dawn.chang@hawaii.gov) for signature
2025-10-09 - 1:38:44 PM HST

Agreement viewed by Dawn Chang (dawn.chang@hawaii.gov)
2025-10-09 - 2:51:04 PM HST- IP address: 162.221.246.37

Document e-signed by Dawn Chang (dawn.chang@hawaii.gov)
Signature Date: 2025-10-09 - 2:51:25 PM HST - Time Source: server- IP address: 162.221.246.37

Agreement completed.
2025-10-09 - 2:51:25 PM HST