

COUNCIL OF THE COUNTY OF MAUI
INFRASTRUCTURE AND ENVIRONMENTAL
MANAGEMENT COMMITTEE

March 1, 2013

Committee
Report No. _____

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

Chair and Members:

Your Infrastructure and Environmental Management Committee, having met on February 11, 2013, makes reference to County Communication 13-26, from the Director of Environmental Management, transmitting a proposed resolution entitled "ACCEPTING GRANT OF EASEMENT FOR SEWERLINE PURPOSES AND APPROVING TERMINATION OF EASEMENT FOR THE MAUI MALL SUBDIVISION, PURSUANT TO CHAPTER 3.44, MAUI COUNTY CODE".

The purpose of the proposed resolution is to accept the dedication of a perpetual, nonexclusive, sewerline easement from A&B Properties, Inc., and approve the termination of an existing sewerline easement within the same parcel, situated in Kahului, Maui, Hawaii, identified as TMK (2) 3-7-009:004 (por.) and (2) 3-7-009:030. Adoption of the proposed resolution will enable the sewerline within the Maui Mall Subdivision to be relocated.

Your Committee notes that, pursuant to Section 3.44.015(C), Maui County Code ("MCC"), the Council may accept donations of real property or any interest in real property by resolution, approved by a majority of its members.

Your Committee further notes that, pursuant to Section 3.44.020(A), MCC, the Council may dispose of easements in real property by resolution, approved by a majority of its members.

The Director of Environmental Management stated that the subject sewerline currently serves the Maui Mall Subdivision in Kahului. The recent Alamaha Force Main Replacement Capital Improvement Project required the realignment of the existing sewerline to connect to the new force main. The Department chose to realign the sewerline as proposed, to avoid relocating existing trees in the area.

COUNCIL OF THE COUNTY OF MAUI
INFRASTRUCTURE AND ENVIRONMENTAL
MANAGEMENT COMMITTEE

Page 2

Committee
Report No. _____

The Director stated that approval to terminate the existing easement and authorize the acceptance of a new easement will allow this preferred alignment to proceed. The easement will provide the County certain rights within the easement area, including the ability to repair and replace sewerlines located there.

Your Committee voted 6-0 to recommend adoption of the proposed resolution and filing of the communication. Committee Chair Cochran, Vice-Chair Crivello, and members Carroll, Couch, Guzman, and White voted "aye". Committee member Hokama was excused.

Your Infrastructure and Environmental Management Committee
RECOMMENDS the following:

1. That Resolution _____, attached hereto, entitled "ACCEPTING GRANT OF EASEMENT FOR SEWERLINE PURPOSES AND APPROVING TERMINATION OF EASEMENT FOR THE MAUI MALL SUBDIVISION, PURSUANT TO CHAPTER 3.44, MAUI COUNTY CODE", be ADOPTED; and
2. That County Communication 13-26 be FILED.

COUNCIL OF THE COUNTY OF MAUI
**INFRASTRUCTURE AND ENVIRONMENTAL
MANAGEMENT COMMITTEE**

Page 3

Committee
Report No. _____

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



ELLE COCHRAN, Chair

iem:cr:13001aa:scj

Resolution

No. _____

ACCEPTING GRANT OF EASEMENT FOR SEWERLINE PURPOSES
AND APPROVING TERMINATION OF EASEMENT
FOR THE MAUI MALL SUBDIVISION,
PURSUANT TO CHAPTER 3.44, MAUI COUNTY CODE

WHEREAS, A&B PROPERTIES, INC., a Hawaii corporation, owner of real property described as Tax Map Key Numbers (2) 3-7-009:004 (por.) and (2) 3-7-009:030, desires to enter into that certain Grant of Easement for Sewerline Purposes, as more fully described in Exhibit "1", attached hereto and made a part hereof; and

WHEREAS, A&B PROPERTIES, INC. and the County of Maui desire to enter into that Termination of Easement, as more fully described in Exhibit "2", attached hereto and made a part hereof; and

WHEREAS, the proposed transactions will facilitate relocation of County sewer system improvements within the Maui Mall Shopping Center; and

WHEREAS, the Director of Environmental Management has reviewed said Grant of Easement for Sewerline Purposes and said Termination of Easement and recommends approval of the same; and

WHEREAS, pursuant to Section 3.44.015(C), Maui County Code, the County Council may accept donations of real property

Resolution No. _____

or any interest in real property by the passage of a resolution approved by a majority of its members; and

WHEREAS, pursuant to Section 3.44.020(A), Maui County Code, the County Council may dispose of interests in real property by passage of a resolution approved by a majority of its members; now, therefore,

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

1. That it hereby accepts the Grant of Easement for Sewerline Purposes, as described in Exhibit "1" attached hereto, to be dedicated by A&B PROPERTIES, INC., to the County of Maui in accordance with the terms and conditions set forth in said easement; and

2. That it hereby approves the Termination of Easement, as described in Exhibit "2" attached hereto, in accordance with the terms and conditions set forth in said document; and

3. That it does hereby authorize the Mayor of the County of Maui to execute all necessary documents in connection with the acceptance of said Grant of Easement for Sewerline Purposes and said Termination of Easement; and

Resolution No. _____

4. That certified copies of this Resolution be transmitted to the Mayor of the County of Maui, the Director of Environmental Management, and A&B PROPERTIES, INC.

APPROVED AS TO FORM
AND LEGALITY:



RICHELLE M. THOMSON
Deputy Corporation Counsel
County of Maui

S:\ALL\RMT\Resos\Sewerline Easement and Termination of Easement 2-3-009-004 and 030.doc

LAND COURT

REGULAR SYSTEM

Return by Mail Pick-Up To:

COUNTY OF MAUI
Department of Environmental Management
2200 Main Street, Suite 100
Wailuku, Maui, Hawaii 96793

TITLE OF DOCUMENT:

GRANT OF EASEMENT FOR SEWERLINE PURPOSES

PARTIES TO DOCUMENT:

GRANTOR: A&B PROPERTIES, INC.
822 Bishop Street
Honolulu, Hawaii 96813

GRANTEE: County of Maui
200 South High Street
Wailuku, Maui, Hawaii 96793

TAX MAP KEYS: (2) 3-7-009:004 (por.);
(2) 3-7-009:030

EXHIBIT " 1 "

GRANT OF EASEMENT FOR SEWERLINE PURPOSES

THIS GRANT is made this _____ day of _____, 20____, by and between A&B PROPERTIES, INC., a Hawaii corporation, the address of which is 822 Bishop Street, Honolulu, Hawaii 96813 (hereinafter referred to as the "Grantor"), and the COUNTY OF MAUI, a political subdivision of the State of Hawaii, the principal office and mailing address of which is 200 South High Street, Wailuku, Hawaii 96793 (hereinafter referred to as the "Grantee").

WITNESSETH:

That the Grantor, in consideration of the sum of ONE DOLLAR (\$1.00) paid to the Grantor by the Grantee, and other valuable consideration, the receipt whereof is hereby acknowledged, and subject to the terms, conditions and covenants contained herein, does hereby grant, bargain, sell and convey unto the Grantee, its successors and assigns, a perpetual, nonexclusive easement over, under, across and through those portions that certain real property situate at Kahului, Maui, State of Hawaii and designated as Tax Map Key Nos. (2) 3-7-009:004 (por.), and (2) 3-7-009:030 (collectively, the "Property"), as more particularly described in Exhibit "A" and shown on Exhibit "B" attached hereto and made a part hereof (the "Easement Area"). The easement granted hereunder shall be for underground sewerline purposes, including the right to construct, reconstruct, install, maintain, operate, repair, replace, and remove underground sewer pipelines and related facilities (collectively, the "Sewer System Improvements"), including manholes and other equipment and appurtenances necessary or expedient for the proper maintenance, operation or repair of such underground sewer pipelines.

TOGETHER with reasonable rights of ingress to and egress from the Easement Area across existing roadways or such other portions of the Grantor's property provided or specified by the Grantor for such purposes, as reasonably required in connection with the rights granted herein.

In consideration of the rights hereby granted and the acceptance thereof and the obligations hereby assumed, the Grantor and the Grantee hereby covenant and agree that the foregoing grant is made upon the following restrictions and conditions, which shall be binding upon, as applicable, the Grantor, the Grantee, and their respective successors and assigns:

1. Waste and Unlawful, Improper or Offensive Use of Premises. The Grantee shall not commit or permit to be committed any waste or nuisance or any unlawful, improper, or offensive use of the Easement Area and adjoining areas.

2. Use and Restoration of Premises. The Grantee shall diligently maintain the Sewer System Improvements in good and safe condition and repair. Without limiting the foregoing, the Grantee shall promptly repair any leaks, spills and overflow from the Sewer System Improvements and all damages to the Easement Area and the

surrounding area, and the improvements thereon, resulting therefrom. Upon and in connection with performing any maintenance or repair work, the Grantee shall restore the surface of the Easement Area and the surrounding area, and the improvements thereon, damaged in the performance of said maintenance or repair work or otherwise from any leaks, spills or overflow from the Sewer System Improvements, to its original condition to the extent such restoration is reasonably possible. The Grantee's construction, reconstruction, installation, maintenance, operation, repair, replacement, and removal of the Sewer System Improvements shall not unreasonably interfere with the use of the Easement Area by the Grantor.

3. Use by the Grantor. The Grantor shall not erect or construct any building foundations, buildings, or structures above or below the present ground level of the Easement Area, raise or lower the present ground level of the Easement Area, or plant any hedges or trees within the Easement Area, unless the Grantor receives prior written approval from the Grantee, which approval shall not be unreasonably withheld, delayed or conditioned; provided, however, that this provision shall not prevent the Grantor from laying, constructing, operating, maintaining, repairing, or removing its own sewer or water pipelines, conduits or drains, other utilities or facilities on or below the surface of the Easement Area, provided that such sewer or water pipelines, conduits, drains or other utilities or facilities do not unreasonably interfere with the exercise by the Grantee of the rights herein granted; provided, further, however, that notwithstanding and irrespective of any prior written approval of the Grantee, the Grantor shall promptly repair any damage to the Sewer System Improvements or other appurtenances in the Easement Area, resulting or arising from Grantor's erection or construction of said building foundation, building or structure, from the Grantor's raising or lowering of the ground level, from the Grantor's planting of hedges or trees, or from the Grantor's construction, operation, maintenance, repair or removal of its own sewer or water pipelines, conduits or drains in the Easement Area.

4. Maintenance of Easement Area. This grant of easement does not obligate or charge the Grantee with any duties or responsibilities with regard to the ownership, condition, repair, and/or maintenance of the Easement Area except as provided in section 2 above.

5. Indemnity. (a) The Grantee shall indemnify and hold harmless the Grantor, its successors and assigns, from and against all claims for property damage, personal injury, or wrongful death arising out of or in connection with the intentional, reckless or negligent act of the Grantee, its agents, employees, contractors and servants, or from or in connection with the exercise by the Grantee of the rights and privileges granted herein, but only to the extent that the Grantee's liability for such damage, loss or injury has been determined by a court of competent jurisdiction or otherwise agreed to by the Grantee, and further, to the extent the payment for such damage, loss or injury is permitted by law and approved by the Maui County Council, pursuant to Chapter 3.16, Maui County Code, as amended.

(b) The Grantor shall indemnify and hold harmless the Grantee from and against all claims for property damage, personal injury, or wrongful death when

such damage, injury or death proximately results from or arises out of the intentional, reckless or negligent act of the Grantor, and will reimburse the Grantee for any judgments, costs, and expenses, including reasonable attorney's fees, incurred in connection with the defense of any such claim, or incurred by the Grantee in enforcing this Grant, but only to the extent that the Grantor's liability for such damage, loss or injury has been determined by a court of competent jurisdiction or otherwise agreed to by the Grantor, and only to the extent the payment for such damage, loss or injury is permitted by law.

6. Damage to Sewer System Improvements. The Grantor, regardless of any prior approval granted by the County of Maui to make improvements within the Easement Area, shall be responsible for all costs and expenses incurred by the Grantee in connection with the repair of damages to the Sewer System Improvements when and to the extent such damages result from or arise out of the negligence of the Grantor, and shall reimburse the Grantee for costs and expenses, including reasonable attorney's fees, incurred by the Grantee in enforcing this provision.

7. Non-Exclusive Easement. The right and easement granted herein are nonexclusive, and the Grantor shall have the right to make one or more revocable or irrevocable, non-exclusive grants or assignments of all or portions of the Easement Area from time to time to governmental authorities, public or private utilities, corporations, owners associations or other parties, and the Grantee hereby consents thereto; provided, however, that any such grant or assignment shall not unreasonably interfere with the Grantee's use and enjoyment of the Easement Area for the purposes stated herein.

8. No Warranties. The Grantor does not warrant the condition of the Easement Area. The Grantee accepts the Easement Area in the condition it is in at the commencement of this easement, and the Grantee hereby acknowledges that the Grantor has made no representations concerning the conditions of the Easement Area or its suitability for the use intended to be made thereof. The Grantee accepts and assumes all risks with respect to entry upon the Easement Area and the conditions thereof.

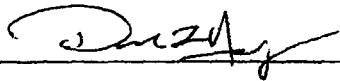
9. Definitions. When more than one person is involved in the grant of this indenture and the covenants herein contained, the term "Grantor" and "Grantee" and related verbs and pronouns in the singular shall include the plural. Where appropriate, the masculine gender shall be deemed to include the feminine or neuter genders. The term "Grantor" wherever used herein shall be held to mean and include the Grantor, its successors and assigns, and the term "Grantee", wherever used herein shall be held to mean and include the Grantee, its successors and permitted assigns. This instrument shall be binding upon and shall inure to the benefit of the Grantor and its successors and assigns, and the Grantee and its successors and permitted assigns.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed on the day and year first written above.

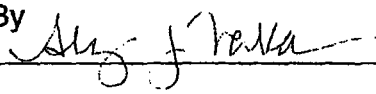
GRANTOR:

A&B PROPERTIES, INC.

By 

David I. Haverly

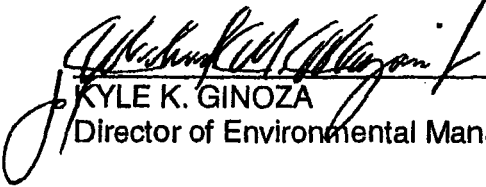
Its SENIOR VICE PRESIDENT

By 

ALYSON J. NAKAMURA

Its SECRETARY

APPROVAL RECOMMENDED:



KYLE K. GINOZA
Director of Environmental Management

GRANTEE:

COUNTY OF MAUI

By _____
ALAN M. ARAKAWA
Its Mayor

APPROVED AS TO FORM
AND LEGALITY:


RICHELLE M. THOMSON
Deputy Corporation Counsel
County of Maui

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EASEMENTS\A&B Easement 37009030 and
37009004(por).doc

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

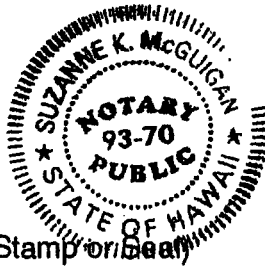
On this 20th day of October, 2012, before me personally appeared David I. Haverly, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Suzanne K. McGuigan

Notary Public, State of Hawaii

Printed Name: SUZANNE K. MCGUIGAN

My commission expires: 2/18/2013



(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Grant of Easement for Sewerline Purposes

Doc. Date: _____ or Undated at time of notarization.

No. of Pages: 11 Jurisdiction: First Circuit (in which notarial act is performed)

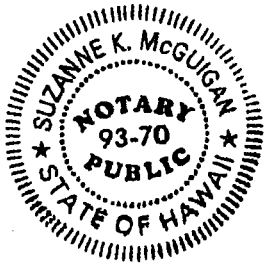
Suzanne K. McGuigan
Signature of Notary _____ Date of Notarization and Certification Statement 10/20/2012

SUZANNE K. MCGUIGAN

(Official Stamp or Seal)
Printed Name of Notary

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

On this 20th day of October, 2012, before me personally appeared ALYSON J. NAKAMURA, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Suzanne K. McGuigan
Notary Public, State of Hawaii

Printed Name: SUZANNE K. MCGUIGAN

My commission expires: 2/18/2013

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT	
Document Identification or Description: Grant of Easement for Sewerline Purposes	
Doc. Date: _____ or <input checked="" type="checkbox"/> Undated at time of notarization	
No. of Pages: _____	Jurisdiction: First Circuit (which notarial act is performed)
<u>Suzanne K. McGuigan</u> Signature of Notary	<u>10/20/2012</u> Date of Notarization and Certification Statement
<u>SUZANNE K. MCGUIGAN</u> (Official Stamp or Seal) Printed Name of Notary	

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On _____, before me personally appeared ALAN M. ARAKAWA, to me personally known, who, being by me duly sworn or affirmed, did say that he is the Mayor of the County of Maui, a political subdivision of the State of Hawaii, and that the seal affixed to the foregoing instrument is the lawful seal of the said County of Maui by authority of its Charter, and the said ALAN M. ARAKAWA acknowledged the said instrument to be the free act and deed of said County of Maui.

Further, I certify, as of this date, as follows:

Date of Document: _____
Number of Pages: _____
Document Description: _____
Jurisdiction/Judicial Circuit Where Signed: _____

Type or print name: _____
Date: _____
Notary Public, State of Hawaii
My commission expires: _____

MAUI MALL SUBDIVISION

EASEMENT 3-A

SITUATED ON THE NORTHERLY SIDE OF KAMEHAMEHA AVENUE

AT KAHULUI, MAUI, HAWAII

BEING A PORTION OF GRANT 3343 TO CLAUS SPRECKELS

An Easement (15.00 feet wide) for sewer purposes affecting Lot 8, Maui Mall Subdivision [Tax Map Key: (2) 3-7-09:04] and Parcel 30 of Tax Map Key: (2) 3-7-09, in favor of the Department of Environmental Management, County of Maui and described as follows:

Beginning at the Southeast corner of this Easement, along the Northerly side of Kamehameha Avenue, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE" being 3,485.31 feet North and 11,458.83 feet East, thence running by azimuths measured clockwise from True South:

1. Along Kamehameha Avenue on a curve to the right with a radius of 522.96 feet, the radial azimuth to the point of curve being $332^{\circ} 12' 09''$ and the radial azimuth to the point of tangent being $333^{\circ} 51' 11''$, the chord azimuth and distance being
 $63^{\circ} 01' 40''$ 15.06 feet;
2. $158^{\circ} 16'$ 369.90 feet along the remainder of Lot 8, Maui Mall Subdivision [Tax Map Key: (2) 3-7-09:04];
3. $218^{\circ} 55'$ 203.33 feet along the remainders of Lot 8, Maui Mall Subdivision [Tax Map Key: (2) 3-7-09:04] and Parcel 30 of Tax Map Key: (2) 3-7-09;
4. $314^{\circ} 49'$ 15.08 feet along Parcel 02 of Tax Map Key: (2) 3-7-09:

5. 38° 55' 193.00 feet along the remainders of Parcel 30 of Tax Map Key: (2) 3-7-09 and Lot 8, Maui Mall Subdivision [Tax Map Key: (2) 3-7-09:04];
6. 338° 16' 359.75 feet along the remainder of Lot 8, Maui Mall Subdivision [Tax Map Key: (2) 3-7-09:04] to the point of beginning and containing an area of 8,446 Square Feet.



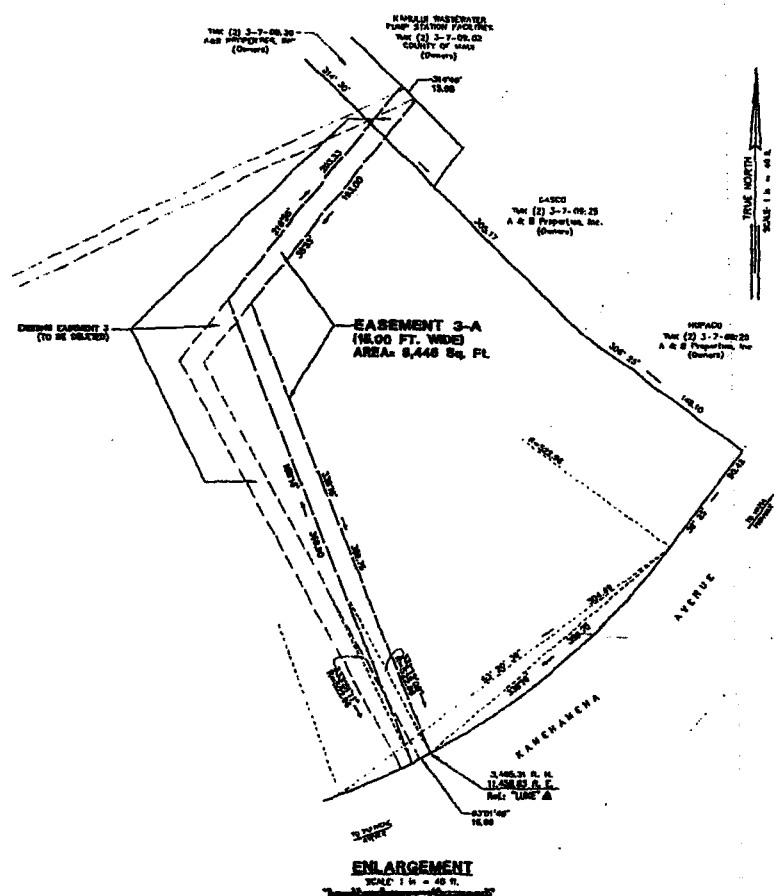
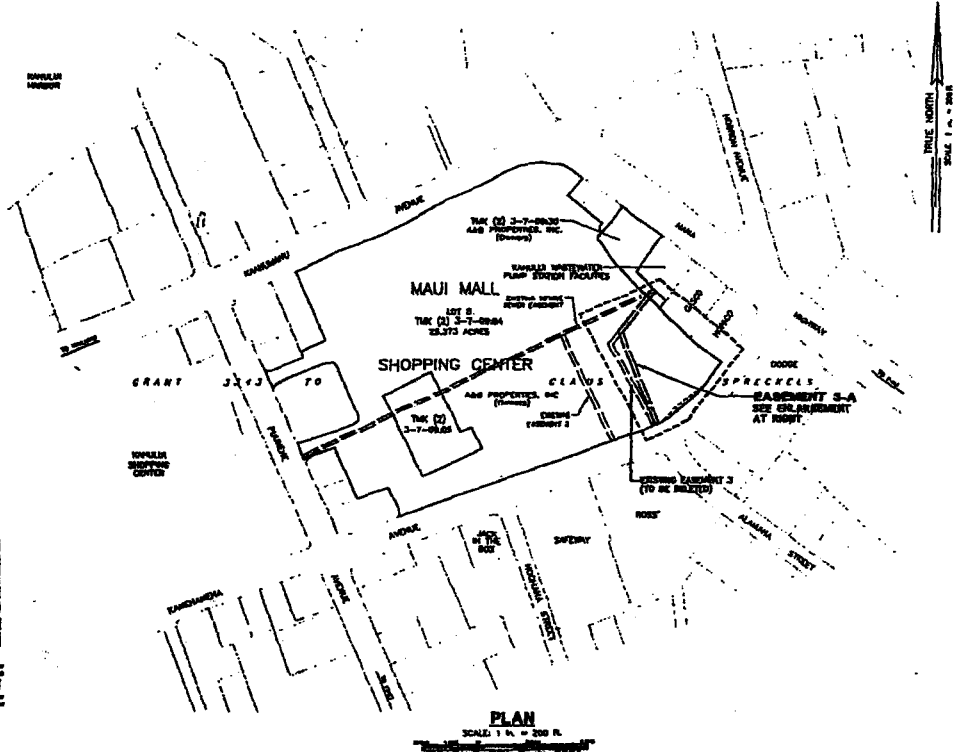
R. T. TANAKA ENGINEERS, INC.

A handwritten signature in black ink, appearing to read "Kirk T. Tanaka".

Kirk T. Tanaka
Licensed Professional Surveyor
Certificate No. 7223-LS
License Expires: April 30, 2014

871 Kolu Street, Suite 201
Wailuku, Hawaii 96793

May 18, 2012
Revised: October 2, 2012



**MAUI MALL SUBDIVISION
DESIGNATION OF EASEMENT 3-A
AND
DELETION OF EXISTING EASEMENT 3**

Being a Portion of Grant 3343 to Claus Spreckels

AT KAHULUI, MAUI, HAWAII

R. T. TANAKA ENGINEERS, INC.



THE SEAL AND PROVIDED BY ME OR UNDER MY SUPERVISION
R. T. Tanaka as per
R. T. TANAKA
Licensed Professional Engineer
License No. 1222
License Expiration Date: 12/31/2014

REVISIONS: MAY 18, 2012
DATE: JULY 23, 2011
JOB NO. 09730

LAND COURT

REGULAR SYSTEM

RETURN BY: MAIL PICK UP TO:

County of Maui
Department of Environmental Management
2200 Main Street, Suite 100
Wailuku HI 96793

NUMBER OF PAGES:

TMK (2) 3-7-009:004 (por.) and (2) 3-7-009:030

TERMINATION OF EASEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between A&B PROPERTIES, INC., a Hawaii corporation, successor in interest to Alexander & Baldwin, Inc., whose address is 822 Bishop Street, Honolulu, Hawaii 96813, and the COUNTY OF MAUI, a political subdivision of the State of Hawaii, whose address is 200 South High Street, Wailuku, Maui, Hawaii 96793, referred to as the "County".

WHEREAS, A&B PROPERTIES, INC., grantor, and County, as grantee, entered into that certain agreement dated January 14, 1981, recorded in the Bureau of Conveyances of the State of Hawaii on May 8, 1981, in Liber 15534, Page 757, related to "EASEMENT 2" and "EASEMENT 3" for underground sewer pipeline purposes.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) paid by County to A&B PROPERTIES, INC., that certain Agreement dated May 8, 1981, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 15534, Page 757, is hereby terminated as to EASEMENT 3 only, as shown on Exhibit "A" attached hereto and made a part hereof.

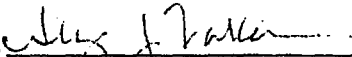
EXHIBIT " 2 "

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

IN WITNESS WHEREOF, the parties hereto have caused this termination agreement to be duly executed on the date first above written.

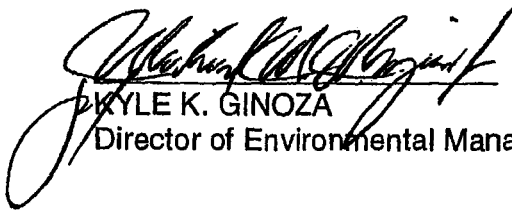
A&B PROPERTIES, INC.

By: 
Its David I. Haverly
SENIOR VICE PRESIDENT

By: 
Its ALYSON J. NAKAMURA
SECRETARY


APPROVAL RECOMMENDED:

COUNTY OF MAUI


KYLE K. GINOZA
Director of Environmental Management

By: _____
ALAN M. ARAKAWA
Its Mayor

APPROVED AS TO FORM
AND LEGALITY:



RICHELLE M. THOMSON
Deputy Corporation Counsel
County of Maui

S:\ALL\RM\TEM\AGREEMENTS\EASEMENTS\Abandonment of Easement 3 Agmt A&B.doc

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

On this 20th day of October, 2012, before me appeared DAVID I. HAVERLY, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

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



Signature: Suzanne K. McGuigan
Notary Public, State of Hawaii

Print Name: SUZANNE K. MCGUIGAN

My Commission Expires: 2/18/2013

NOTARY CERTIFICATION STATEMENT

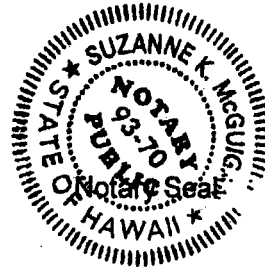
Document Identification: Termination of Easement

Doc. Date: _____ or Undated at time of notarization.

No. of Pages: 4 Jurisdiction: First Circuit

Suzanne K. McGuigan 10/20/2012
Signature of Notary Date of Certificate

Suzanne K. McGuigan
Printed Name



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

On this 30th day of October, 2012, before me appeared ALYSON J. NAKAMURA, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

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



Signature: Suzanne K. McGuigan
Notary Public, State of Hawaii

Print Name: SUZANNE K. MCGUIGAN

My Commission Expires: 2/18/2013

NOTARY CERTIFICATION STATEMENT	
Document Identification: Termination of Easement	
Doc. Date: _____	or <input checked="" type="checkbox"/> Undated at time of notarization
No. of Pages: <u>4</u>	Jurisdiction: First Circuit
<u>Suzanne K. McGuigan</u> Signature of Notary	<u>10/30/2012</u> Date of Certificate
Suzanne K. McGuigan Printed Name	 Notary Seal

STATE OF HAWAII)
COUNTY OF MAUI } SS.

On this ___ day of _____, 20___, before me personally appeared ALAN M. ARAKAWA, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the County of Maui, a political subdivision of the State of Hawaii, and that the seal affixed to the foregoing instrument is the lawful seal of the said County of Maui, and that the said instrument was signed and sealed on behalf of said County of Maui pursuant to Section 7-5.11 and Section 9-18 of the Charter of the County of Maui; and the said ALAN M. ARAKAWA acknowledged the said instrument to be the free act and deed of said County of Maui.

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

[Stamp or Seal]

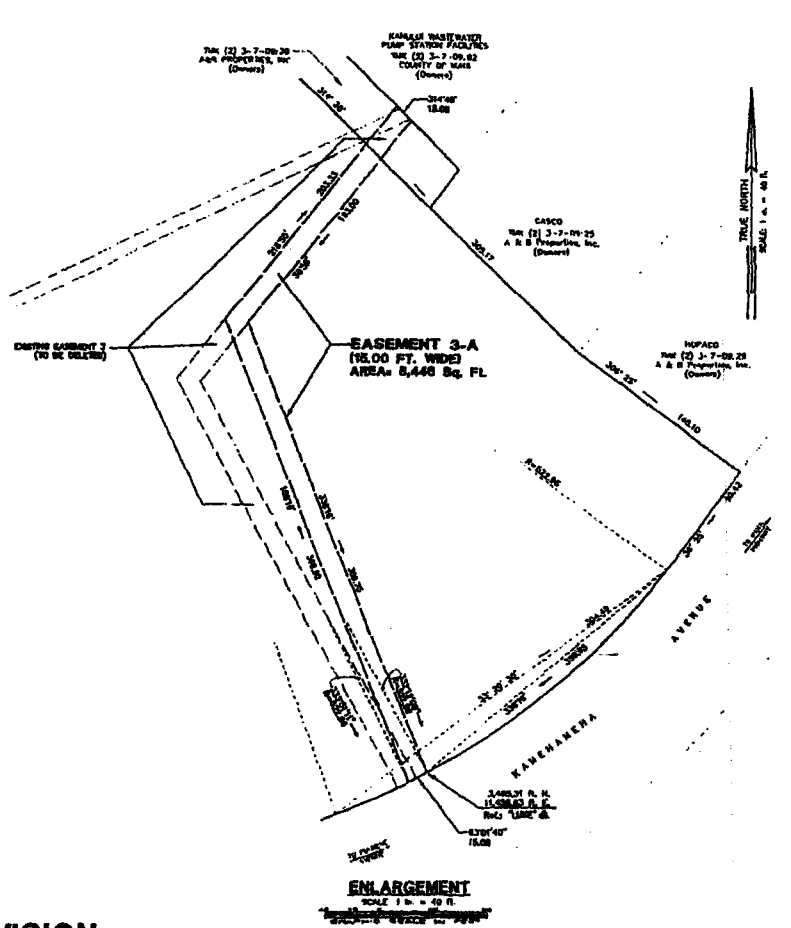
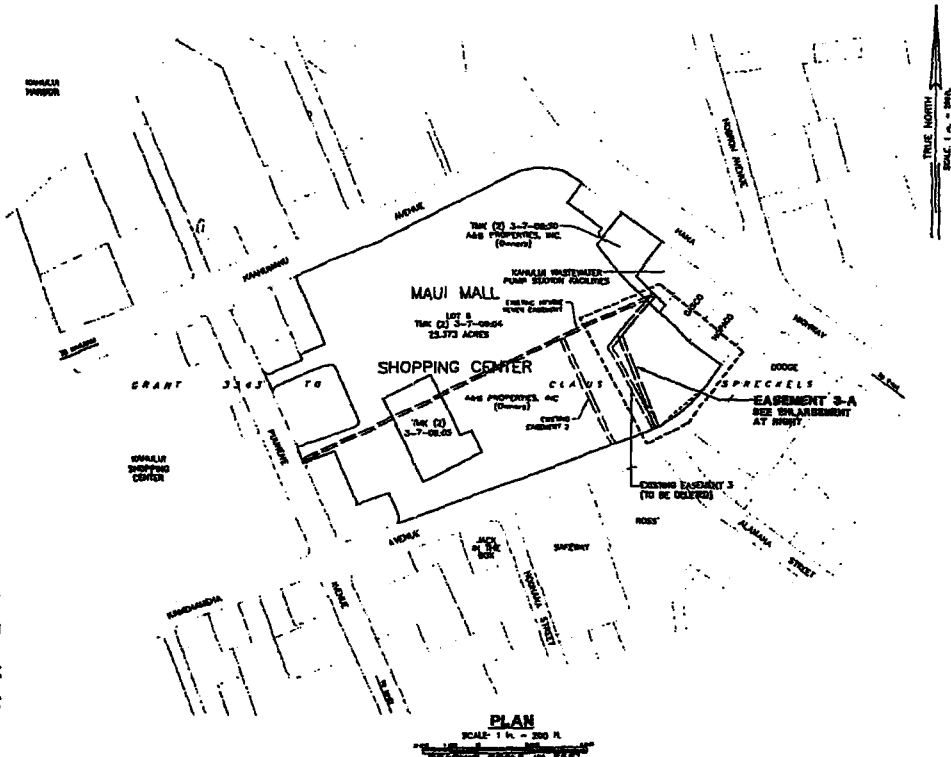
Notary Public, State of Hawaii

Print Name: _____

My commission expires: _____

NOTARY PUBLIC CERTIFICATION	
Doc. Date: _____	# Pages: _____
Notary Name: _____	Judicial Circuit: _____
Doc. Description: _____	

Notary Signature: _____	[Stamp or Seal]
Date: _____	



MAUI MALL SUBDIVISION
DESIGNATION OF EASEMENT 3-A
AND
DELETION OF EXISTING EASEMENT 3

Being a Portion of Grant 3343 to Claus Spreckels

AT KAHULUI, MAUI, HAWAII

THIS PLAN WAS PREPARED BY ME OR UNDER MY SUPERVISION
K. T. Tanaka DATE: 05/25/04
 KIM T. TANAKA
 Licensed Professional Land Surveyor
 Certificate No. 9723
 License Expiration 05/25, 2011

071 Maui Street, Suite 201
 Maui, Hawaii 96703

R. T. TANAKA ENGINEERS, INC.
 LAND SURVEYORS - CIVIL & STRUCTURAL ENGINEERS

REVISED MAY 15, 2004
 05/25/04
 JOB NO: 04-04

