

COUNCIL OF THE COUNTY OF MAUI
INFRASTRUCTURE AND
ENVIRONMENTAL MANAGEMENT
COMMITTEE

July 7, 2015

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 June 15, 2015, makes reference to County Communication 14-293, from the Director of Public Works, transmitting a proposed resolution entitled "AUTHORIZING THE GRANTING OF NON-EXCLUSIVE EASEMENTS FOR PRIVATE WATERLINE PURPOSES TO HALEAKALA RANCH COMPANY, KAONOULU RANCH LLLP, AND MAUI LAND & PINEAPPLE COMPANY, INC."

The purpose of the proposed resolution is to jointly grant Haleakala Ranch Company, Kaonoulu Ranch LLLP, and Maui Land & Pineapple Company, Inc. ("Grantees") non-exclusive easements at the following locations in Makawao, Maui, Hawaii:

- Portions of Piiholo Road near its intersection with Waiahiwi Road;
- Olinda Road approximately 0.3 miles mauka of its intersection with Hanamu Road; and
- Hanamu Road at its intersection with Kealaloa Avenue and Haleakala Highway.

Your Committee notes pursuant to Section 3.44.020, Maui County Code, the Council may grant easements by resolution.

The Deputy Director of Public Works stated the Grantees own private waterlines that cross through County roadways. Granting the easements will provide the appropriate authorization for the Grantees' private waterlines to continue crossing the County's roadways.

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

Page 2

**Committee
Report No.** _____

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

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

Your Infrastructure and Environmental Management Committee RECOMMENDS the following:

1. That Resolution _____, as revised herein and attached hereto, entitled "AUTHORIZING THE GRANTING OF NON-EXCLUSIVE EASEMENTS FOR PRIVATE WATERLINE PURPOSES TO HALEAKALA RANCH COMPANY, KAONOULU RANCH LLLP, AND MAUI LAND & PINEAPPLE COMPANY, INC.", be ADOPTED; and
2. That County Communication 14-293 be FILED.

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



ELLE COCHRAN, Chair

Resolution

No. _____

AUTHORIZING THE GRANTING OF NON-EXCLUSIVE
EASEMENTS FOR PRIVATE WATERLINE PURPOSES
TO HALEAKALA RANCH COMPANY, KAONOULU RANCH LLLP,
AND MAUI LAND & PINEAPPLE COMPANY, INC.

WHEREAS, the County of Maui is the owner of certain rights-of-way and roadways, situate at Piiholo Road, Olinda Road, Hanamu Road, and Kealaloa Avenue; and

WHEREAS, Haleakala Ranch Company, Kaonoulu Ranch LLLP, and Maui Land & Pineapple Company, Inc. ("Grantees") wish to be granted non-exclusive easements for the limited purposes of constructing, installing, reconstructing, replacing, repairing, operating, maintaining, relocating or removing underground private waterlines within each portion of certain rights-of-way and roadways; and

WHEREAS, a Grant of Non-exclusive Easement for Underground Private Waterline Purposes is attached hereto as Exhibit "1"; and

WHEREAS, Exhibits A-C of Exhibit "1" describe the easements and shall be hereinafter referred to collectively as the "Easement Area"; and

WHEREAS, pursuant to Section 3.44.020 of the Maui County Code, the County Council may grant easements by resolution; and

Resolution No. _____

WHEREAS, the County desires to grant easements under, across, over and through the Easement Area in favor of the Grantees; now, therefore,

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

1. That it does hereby grant easements to the Grantees, in accordance with the terms and conditions of the Grant of Non-exclusive Easement Agreement for Underground Private Waterline Purposes attached hereto as Exhibit "1"; and

2. That it does hereby authorize the Mayor of the County of Maui, or the Mayor's duly authorized representative, to execute all necessary documents in connection with the granting of the easements; and

3. That certified copies of this Resolution be transmitted to the Grantees, the Mayor, and the Director of Public Works.

APPROVED AS TO FORM
AND LEGALITY:



MICHAEL HOPPER
Deputy Corporation Counsel
County of Maui

2014-3081

LAND COURT

REGULAR SYSTEM

Return By Mail Pick-Up To:

TITLE OF DOCUMENT:

GRANT OF NON-EXCLUSIVE EASEMENT
FOR UNDERGROUND PRIVATE WATERLINE PURPOSES

PARTIES TO DOCUMENT:

GRANTOR: COUNTY OF MAUI

GRANTEE: HALEAKALA RANCH COMPANY, a Hawaii corporation
KAONOULU RANCH LLLP, a Hawaii limited liability limited
partnership
MAUI LAND & PINEAPPLE COMPANY, INC., a Hawaii corporation
200 Village Road
Lahaina, Hawaii 96761

TAX MAP KEY(S): (2) 2-4-10: Por. Road; (2) 2-4-11: Por. Road; (2) 2-4-12: Por. Road

(This document consists of 18 pages.)

**GRANT OF NON-EXCLUSIVE EASEMENT
FOR UNDERGROUND PRIVATE WATERLINE PURPOSES**

THIS INDENTURE made this _____ day of _____, 20 __,

by and between the COUNTY OF MAUI, a political subdivision of the State of Hawaii, whose address is 200 South High Street, Wailuku, Maui, Hawaii 96793, hereinafter referred to as the "Grantor", and HALEAKALA RANCH COMPANY, a Hawaii corporation, KAONOULU RANCH LLLP, a Hawaii limited liability limited partnership, and MAUI LAND & PINEAPPLE COMPANY, INC., a Hawaii corporation, whose address is c/o 200 Village Road, Lahaina, Hawaii 96761, hereinafter referred to collectively as the "Grantee",

W I T N E S S E T H:

That the Grantor, in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00) and other valuable consideration to it paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the Grantee, subject to the terms and conditions set forth in this Easement, non-exclusive easements for the limited purpose of constructing, installing, reconstructing, replacing, repairing, operating, maintaining, relocating or removing underground private waterlines within each of the portions of certain rights-of-way and roadways, which portions are described in Exhibit "A" through Exhibit "C" attached hereto and made a part hereof, and which are hereinafter referred to collectively as the "Easement Area".

TO HAVE AND TO HOLD the same unto the Grantee and Grantee's successors and permitted assigns, as easements in gross.

The foregoing grant is made and accepted upon the following terms and conditions which shall be binding upon the Grantor, Grantee and their respective successors and assigns:

1. The Grantee's private waterlines shall be located entirely within the Easement Area shown and described in the attached Exhibit "A" through Exhibit "C".

2. The Grantee shall pay, at their sole expense, for all costs of constructing, reconstructing, installing, relocating, maintaining, operating, repairing, replacing, or removing the Grantee's private waterlines with each portion of the Easement Area, and the Grantee shall defend, indemnify and hold harmless the Grantor from any and all such costs, including but not limited to the Grantor's attorney's fees and costs. Grantee shall provide identification on or warning tape over any of Grantee's current, relocated, repaired or replaced private waterlines. Waterlines shall have a minimum of three feet cover.

3. Prior to installation, relocation, removal, maintenance, replacement or repair of private underground waterlines, Grantee shall submit complete plans for such work for Grantor's approval, which shall not be unreasonably withheld or delayed. All such work shall be performed in strict accordance with the approved plans. After the installation of Grantee's private waterlines, or after any subsequent relocation, removal, maintenance, replacing or repair work thereon has been completed, the Easement Area and all surrounding grounds, to the extent such surrounding grounds shall have been disturbed, shall be restored by the Grantee as near as reasonably possible to their original condition to the satisfaction of the Grantor. Grantor shall at all times have the right to inspect Grantee's work and notify Grantee of any damage within the Easement Area resulting from Grantee's work, which shall be promptly repaired.

4. The Grantee shall defend, indemnify and hold harmless the Grantor and the Grantor's officers, employees, agents, successors and assigns against any and all claims for property damage, personal injury, or wrongful death by whomsoever suffered or brought, arising in any manner whatsoever, directly or indirectly, from the Grantee's private waterlines or their

installation, construction, reconstruction, maintenance, operation, repair, replacement, removal, or relocation.

5. The Grantor shall not be liable or responsible for any and all damages to Grantee's private waterlines resulting from the public's use of the Easement Area, or the roads and rights-of-way in which they are located, or the Grantor's construction, reconstruction, maintenance, operation, repair or removal of any waterline, sewerline or any other improvements in the Easement Area, and Grantee shall defend, indemnify and hold harmless the Grantor and Grantor's officer, employees, agents, successors and assigns for any claims for such damages.

6. Within ninety (90) days after written notice from the Grantor to the Grantee requesting the Grantee to relocate any private waterline to a different location, the Grantee at Grantee's own expense shall relocate its private waterline from the Easement Area to another area designated by the Grantor; PROVIDED, HOWEVER, that the Grantor covenants with Grantee that any new Easement Area shall be within the same right-of-way. If Grantee decides not to relocate its private waterline to the new Easement Area, the Grantee may choose to remove the private waterline from the Easement Area and terminate this Easement as to that waterline.

7. The Grantee shall not commit, suffer or permit to be committed any waste, nuisance, strip or unlawful, improper or offensive use of the Easement Area, or any part thereof, nor, without the prior written consent of the Grantor, cut down, remove or destroy, or suffer to be cut down, removed or destroyed, any trees now growing within the Easement Area.

8. The Grantee shall comply with all of the requirements of all County, State and Federal authorities and observe all County, State and Federal laws now in force or which may hereinafter be in force pertaining to the Easement Area and Grantee's private waterlines.

9. The Grantee will not commit or suffer any act or neglect whereby the Easement Area or any improvement thereon shall become subject to any attachment, lien, charge or encumbrance whatsoever, and shall defend, indemnify and hold harmless the Grantor from and against all attachments, liens, charges and encumbrances and all expenses resulting therefrom, including but not limited to Grantor's attorney's fees and costs.

10. The Grantee shall indemnify, defend and hold harmless the Grantor from and against any claim or demand for loss, liability or damage, including but not limited to claims for property damage, personal injury or death, resulting from the granting of this easement or the Grantee's private waterline or its placement, construction, reconstruction, maintenance, operation, repair, replacement, removal or relocation, or arising out of any accident within the Easement Area and any County road or right-of-way occasioned by any act or nuisance made or suffered by Grantee within the Easement Area and any County road or right-of-way, or growing out of or caused by any failure on the part of the Grantee to maintain the Easement Area in a safe condition, or by any act or omission of the Grantee, and from and against all actions, suits, damages and claims by whomsoever brought or made by reason of Grantee's non-observance or non-performance of any of the terms, covenants and conditions herein or the rules, regulations, ordinances and laws of the federal, state, municipal or county governments applicable to the Easement Area or Grantee's private waterline.

So long as this easement remains in effect, the Grantee, its successors and assigns, shall procure at its own cost and expense and maintain a policy or policies of comprehensive liability insurance in a minimum amount of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) naming the County of Maui as an additional named insured, insuring and defending the Grantee and the County of Maui against any and all claims and demands for loss liability or damage,

including but not limited to, claims for property damage, personal injury or death, resulting from the granting of this easement. A certificate of insurance naming the County of Maui as an additional insured shall be submitted within five (5) days of the execution of this agreement.

11. If the Grantor shall be made a party to any litigation commenced by or against the Grantee (other than condemnation proceedings), arising out of or related to this easement, the Grantee shall pay all costs and expenses incurred by or imposed on the Grantor, including but not limited to Grantor's attorney's fees and costs; furthermore, the Grantee shall pay all costs and expenses, including but not limited to reasonable attorney's fees, which may be incurred by or paid by the Grantor in enforcing the covenants and agreements of this easement.

12. In the event condemnation proceedings shall be initiated against the Easement Area by the Grantor or any other authority with the power of eminent domain, the Grantee shall be entitled to claim from the condemning authority such damages or other compensation as Grantee is entitled to under applicable law.

13. The Grantee shall, at its own expense, from time to time and at all times during the term hereof, substantially repair, maintain and keep in good and safe repair, order, and condition, reasonable wear and tear excepted, the Grantee's waterlines within the Easement Area.

14. The Grantee accepts the Easement Area in "AS IS, WHERE IS" condition, and acknowledges that the Grantor has made no warranties or 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 including, without limitation, any dangerous conditions (latent or patent).

15. In the event the Grantee shall at any time completely remove the waterlines from the Easement Area and for a period of two (2) years thereafter fail to reinstall the waterlines, the Grantee shall, at the Grantor's request, forthwith execute and deliver to Grantor an instrument suitable for recordation in the Bureau of Conveyances of the State of Hawaii ("Bureau") as shall be sufficient to evidence the termination and surrender of the waterline easement granted under this Easement.

16. This Easement shall be construed and governed by the laws of the State of Hawaii.

17. Grantee, individually or collectively, shall have the right to assign their rights under this grant by instrument recorded in the Bureau, provided that the total number of Grantees by virtue of such assignments may not be more than three (3) at any one time. The term "Grantee" wherever used herein, shall be held to mean and include the undersigned Grantee and Grantee's successors and permitted assigns. The term "Grantor" wherever used herein shall be held to mean the County of Maui, its officials, employees, agents, successors and assigns. This Easement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

18. This Easement represents the entire agreement of the parties hereto and may be amended only by written amendment executed by all of the parties hereto.

19. This Easement shall be recorded in the Bureau of Conveyances of the State of Hawaii at Grantee's expense.

20. If the Grantee fails to observe or perform any of the terms or conditions provided herein to be observed or performed by the Grantee, then an essential condition of this

Easement shall be conclusively presumed to have been breached and the Grantee shall be deemed to be in default and Grantor can terminate this Easement as follows:

At any time after a breach shall have occurred, the Grantor shall notify Grantee in writing of its intention to terminate this Easement. If Grantee, within ninety (90) days from receipt of the notice of intention to terminate, shall undertake to cure the breach and shall with due diligence thereafter promptly cure the default, then Grantor shall not have grounds to terminate this Easement on account of such breach. If the Grantee, within ninety (90) days from receipt of the notice of intention to terminate, shall not undertake to cure the breach or having undertaken to cure the breach, shall not cure the breach promptly thereafter, then Grantor shall have the right to apply to the Second Circuit Court of the State of Hawaii or other court of competent jurisdiction for an order declaring this Easement terminated and of no further force and effect, and upon receiving such an order from the Court, the Grantor shall be entitled to remove Grantee's waterlines from the Easement Area.

Nothing in this Section shall be construed to limit or preclude Grantor from exercising any other available remedy at law or in equity with respect to Grantee's breach of the terms of this Easement.

21. This Easement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

TO HAVE AND TO HOLD the same unto the Grantee and its successors and assigns, subject to the terms and conditions hereinabove set forth.

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

APPROVAL RECOMMENDED:

DAVID C. GOODE
Director of Department of Public Works

APPROVED AS TO FORM
AND LEGALITY:

By _____
MICHAEL J. HOPPER
Deputy Corporation Counsel
County of Maui

GRANTOR:

COUNTY OF MAUI

By _____
ALAN ARAKAWA
Its Mayor

GRANTEE:

HALEAKALA RANCH COMPANY

By _____
Name: **Don Young**
Its: **President**

By _____
Name: **J. Scott Hernandez**
Its: **Vice President/Gen**

KAONOULU RANCH LLLP

By _____
Name: **Wendy Rice Peterson**
Its: **General Partner**

MAUI LAND & PINEAPPLE COMPANY,
INC.

By _____
Name: **Ryan Churchill**
Its: **President**

By _____
Name: **Tim T. Esaki**
Its: **Chief Financial Officer**

STATE OF HAWAII)
) ss.
 COUNTY OF MAUI)

On this _____ day of _____, 20____, before me appeared ALAN ARAKAWA, to me personally know, who, being by me duly sworn, did say that she is the Mayor of the County of Maui, a body politic and corporate, and a political subdivision of the State of Hawaii, and that the seal affixed to the foregoing instrument is the lawful seal of said County of Maui and that said instrument was signed and sealed on behalf of said County of Maui by authority of its Council, and said ALAN ARAKAWA acknowledged 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.

 Name:
 Notary Public, State of Hawaii
 My commission expires: _____

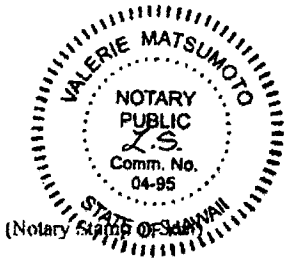
(Notary Stamp or Seal)

NOTARY CERTIFICATION STATEMENT	
Document Identification or Description:	<u>GRANT OF NON-EXCLUSIVE EASEMENT FOR WATERLINE PURPOSES</u>
Document Date:	_____
No. of Pages:	_____
Jurisdiction (in which notarial act is performed):	<u>Second</u> Circuit
(Notary Stamp or Seal)	
Printed Name of Notary	
Signature of Notary	Certification Date

STATE OF HAWAII
COUNTY OF MAUI

)
) ss.
)

On this 12th day of March, 2014, before me personally appeared DON YOUNG and J. SCOTT MEIDELL, proved to me, who, being by me duly sworn or affirmed, did say that they are the PRESIDENT and V.P./GENERAL MANAGER respectively, of HALEAKALA RANCH COMPANY, a Hawaii corporation, and that such persons executed the foregoing instrument as the free act and deed of such persons, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

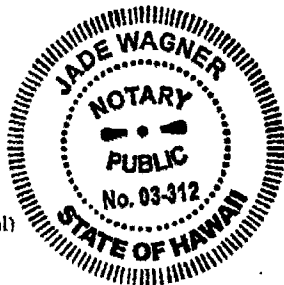


Valerie Matsumoto
Name: Valerie Matsumoto
Notary Public, State of Hawaii
My commission expires: Feb. 29, 2016

NOTARY CERTIFICATION STATEMENT	
Document Identification or Description: <u>GRANT OF NON-EXCLUSIVE EASEMENT FOR WATERLINE PURPOSES</u>	
Document Date: <u>NOT DATED AT TIME OF NOTARIZATION</u>	
No. of Pages: <u>19</u>	(Notary Stamp or Seal)
Jurisdiction (in which notarial act is performed): <u>Second</u> Circuit	
<u>VALERIE MATSUMOTO</u> Printed Name of Notary	A circular notary seal for Valerie Matsumoto, Notary Public, State of Hawaii. The seal contains the text: VALERIE MATSUMOTO, NOTARY PUBLIC, S.S., Comm. No. 04-95, STATE OF HAWAII.
<u>Valerie Matsumoto</u> <u>03-12-14</u> Signature of Notary Certification Date	

STATE OF HAWAII)
) ss.
COUNTY OF MAUI)

On this 6th day of March, 2014, before me personally appeared Ryan Churchill and Tim T. Esaki, proved to me, who, being by me duly sworn or affirmed, did say that they are the President and Chief Financial Officer, respectively, of MAUI LAND & PINEAPPLE COMPANY, INC., a Hawaii corporation, and that such persons executed the foregoing instrument as the free act and deed of such persons, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



(Notary Stamp or Seal)

Jade Wagner

Name: Jade Wagner

Notary Public, State of Hawaii

My commission expires: June 1, 2015

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: GRANT OF NON-EXCLUSIVE EASEMENT FOR WATERLINE PURPOSES

Document Date: Undated at time of notarization

No. of Pages: 19

Jurisdiction (in which notarial act is performed): Second Circuit

Jade Wagner

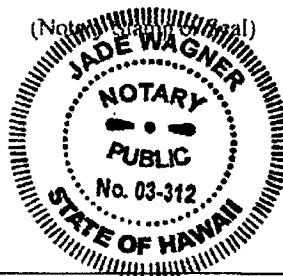
Printed Name of Notary

Jade Wagner

Signature of Notary

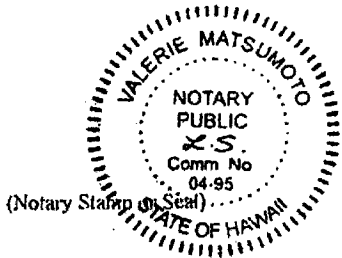
March 6, 2014

Certification Date



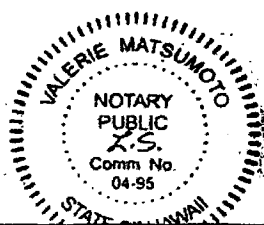
STATE OF HAWAII)
) ss.
COUNTY OF MAUI)

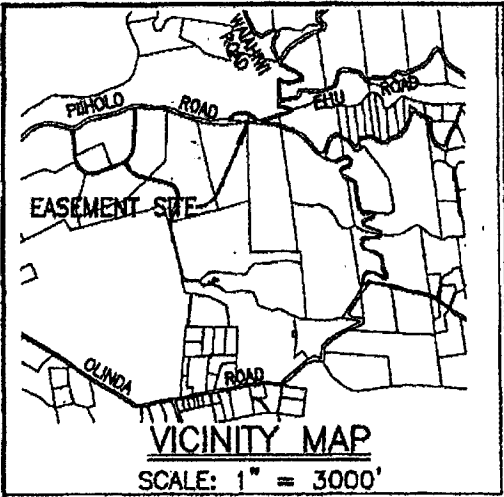
On this 13th day of MARCH, 2014, before me personally appeared WENDY RICE PETERSEN, proved to me, who, being by me duly sworn or affirmed, did say that such person is the General Partner, of KAONOULU RANCH LLLP, a Hawaii limited liability limited partnership, and that such person executed the foregoing 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.



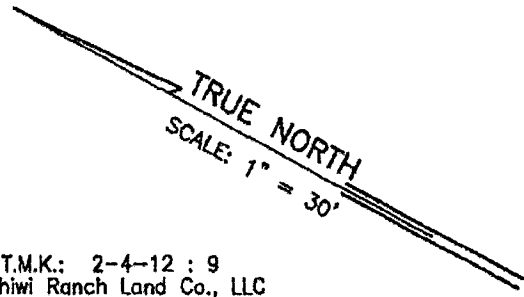
Valerie Matsumoto
Name: Valerie Matsumoto
Notary Public, State of Hawaii
My commission expires: Feb 29, 2016

NOTARY CERTIFICATION STATEMENT	
Document Identification or Description:	<u>GRANT OF NON-EXCLUSIVE EASEMENT FOR WATERLINE PURPOSES</u>
Document Date:	<u>NOT DATED AT TIME OF NOTARIZATION</u>
No. of Pages:	<u>19</u> (Notary Stamp or Seal)
Jurisdiction (in which notarial act is performed):	<u>Second</u> Circuit
Printed Name of Notary	<u>VALERIE MATSUMOTO</u>
Signature of Notary	<u>Valerie Matsumoto 03-13-2014</u>
Certification Date	





T.M.K.: 2-4-12 : 9
 Waiahwi Ranch Land Co., LLC
 (Owner)



HALEAKALA HOMESTEADS

Approx. Location Ext'g
 Pipeline Easement

Grant 7944 to Joe G. Freitas

To Makawao Ave. A.C. Pav't 339'23" To Olinda

241'40" 20.48
 PIIHOLO ROAD R.O.W.

61'41" 17.46 1/2" PIPE (FND.)

WATERLINE EASEMENT
 AREA = 285 SQ. FT.

Grant 2840 to Keku

LOT 3
 PIIHOLO SOUTH
 SUBDIVISION

T.M.K.: 2-4-12 : 46
 Piihilo Investors LLC
 (Owner)

147'55" 5.03

EASEMENT N-1

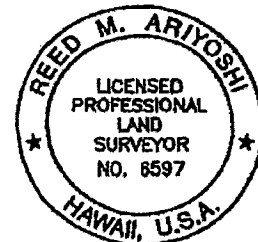
EASEMENT 3

(16.26)
 3493.59 S
 310.65 E
 "PIIHOLO" Δ

T.M.K.: 2-4-13 : 35
 State of Hawaii
 (Owner)

WATERLINE EASEMENT

AFFECTING A PORTION OF PIIHOLO ROAD
 MAKAWAO, MAUI, HAWAII



Reed M. Ariyoshi
 This map was prepared by me
 or under my supervision.

4/30/12 2/24/12
 Expiration Date Date
 of License

NOTES:

AZIMUTHS AND CORDINATES
 REFERRED TO GOVERNMENT
 TRIANGULATION STATION "PIIHOLO"



WARREN S. UNEMORI - ENGINEERING, INC.
 Wells Street Professional Center - Suite 403
 2145 Wells Street - Wailuku, Maui, Hawaii 96793
 (808)242-4403 FAX: (808)244-4856

T.M.K.: (2) 2-4-12

January 14, 2012

EXHIBIT " A "

EXHIBIT "1" PAGE "14"

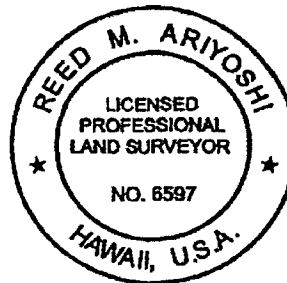
V:\Projdata\12proj\12005\dwg\maps\Piihilo Waterline-00.dwg

**Piiholo Road
Description of Waterline Easement**

An easement (15 feet wide) for waterline pipeline purposes affecting a portion of the Piiholo Road right-of-way at Makawao, Maui, Hawaii and being more particularly described as follows:

Beginning at a point at the southwesterly corner of this easement, on the westerly side of the Piiholo Road right-of-way, the azimuth and distance from the southeasterly corner of Lot 3 of Piiholo South Subdivision being: 147° 55' 16.26 feet, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PIIHOLO" being: 3,493.59 feet South and 310.65 feet East and running by azimuths measured clockwise from True South:

- | | | | |
|----|----------|------------|---|
| 1. | 147° 55' | 15.03 feet | along Lot 3 of Piiholo South Subdivision, being also along Grant 2840 to Kekua; |
| 2. | 241° 40' | 20.48 feet | along the remainder of Piiholo Road right-of-way; |
| 3. | 339° 23' | 15.14 feet | along Grant 7944 to Joe G. Freitas (TMK (2)2-4-12:09); |
| 4. | 61° 41' | 17.46 feet | along the remainder of the Piiholo Road right-of-way to the point of beginning and containing an Area of 285 Square Feet, more or less. |

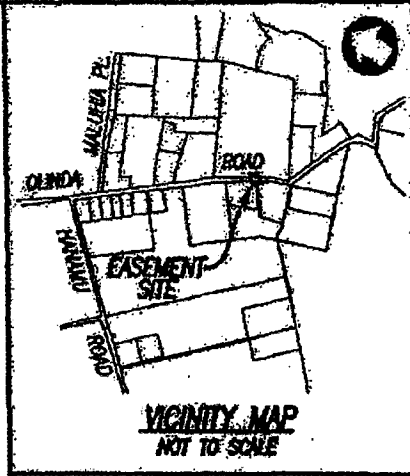


WARREN S. UNEMORI ENGINEERING, INC.
Wells Street Professional Center
2145 Wells Street, Suite 403
Wailuku, Maui, Hawaii 96793
May 23, 2014

BY: Reed M. Ariyoshi 04/30/16 Exp.
Licensed Professional Land Surveyor
Certificate No. 6597

V:\Projdata\12proj\12005\Survey\Desc-Waterline Easement-Piiholo.docx

TRUE NORTH
SCALE 1 IN. = 30 FT.



EXISTING WATERLINE EASEMENT W-1
Grant 318 to Kekalo

TMK (2) 2-4-12: 1

EXISTING WATERLINE EASEMENT W-4

327.13'
15.79'

EXISTING WATERLINE EASEMENT W-3

OLINDA ROAD
To Makawao Avenue

Edge Port.

Edge Port.

5,928.01 S
3,689.96 W

3/4" PIPE (FND.)

To Olinda

1/2" PIPE (FND.)

3/4" PIPE (FND.)

CONC. MON. (FND.)

147.4228'
15.80'

WATERLINE EASEMENT
AREA=514 SQ. FT.

EXISTING WATERLINE EASEMENT W-2
HAYNES

LOT 1

TMK (2) 2-4-11: 23

TMK (2) 2-4-11: 10

SUBMISSION

RAMIREZ



This work was prepared by me or under my supervision.

Norman K. Murakami

Licensed Professional Land Surveyor
Certificate Number LS-8824 Exp. 4/30/12

NOTE:

AZIMUTHS AND COORDINATES
REFERRED TO GOVERNMENT
TRANGULATION STATION "PINKLO".

WATERLINE EASEMENT
AFFECTING A PORTION OF OLINDA ROAD

MAKAWAO, MAUI, HAWAII
FEBRUARY 4, 2011

TMK (2) 2-4-11, 2-4-12

SS 08001-23
PL EAS2.DWG



ControlPoint Surveying, Inc.
1126 Lower Main Street, Suite 102
Ehukai, Maui, Hawaii 96763

EXHIBIT B

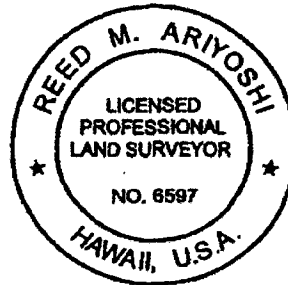
EXHIBIT "1" PAGE "16"

**Olinda Road
Description of Waterline Easement**

An easement (15 feet wide) for waterline pipeline purposes affecting a portion of Olinda Road at Makawao, Maui, Hawaii and being more particularly described as follows:

Beginning at a point at the northwesterly corner of this easement, on the westerly side of Olinda Road, being also the northeasterly corner of Lot 2 of Haynes Ramirez Subdivision, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PIIHOLO" being: 5,928.01 feet South and 3,689.96 feet West and running by azimuths measured clockwise from True South:

- | | | |
|----|--------------|---|
| 1. | 219° 23' | 34.26 feet along the remainder of Olinda Road; |
| 2. | 327° 33' | 15.79 feet along Grant 318 to Kekalo; |
| 3. | 39° 23' | 34.31 feet along the remainder of Olinda Road; |
| 4. | 147° 42' 28" | 15.80 feet along Lot 2 of Haynes Ramirez Subdivision to the point of beginning and containing an Area of 514 Square Feet, more or less. |

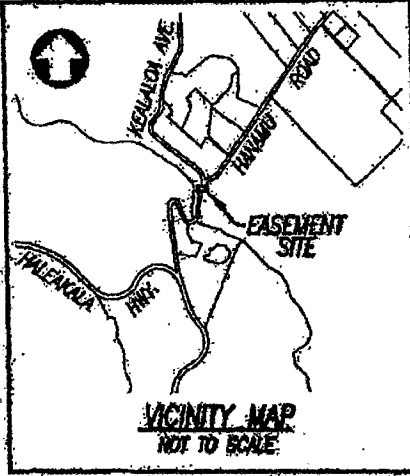


WARREN S. UNEMORI ENGINEERING, INC.
Wells Street Professional Center
2145 Wells Street, Suite 403
Wailuku, Maui, Hawaii 96793
May 23, 2014

BY: Reed M. Ariyoshi 04/30/16 Exp.
Licensed Professional Land Surveyor
Certificate No. 6597

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TRUE NORTH
SCALE 1 IN. = 30 FT.



KEALALO AVENUE
To Ukealohe Avenue

TMK (2) 2-4-10: 2
Grant 601 to Uekalohe

TMK (2) 2-4-10: 3

HANAMU ROAD
To Glinda Road

7611.48 S
7298.66 W

17335
15.09

WATERLINE EASEMENT
AREA=887 SQ. FT.

269°45' — 66.84

89°43' — 52.18

EDGE POINT

Grant 86 to Kahainapule

10°48'05" — 19.88

159°11' — 17.12010

To Ukealohe Highway

TMK (2) 2-4-10: 2D



**WATERLINE EASEMENT
AFFECTING PORTIONS OF HANAMU ROAD
AND KEALALO AVENUE**

MAKAWAO, MAUI, HAWAII
FEBRUARY 19, 2011

This work was prepared by me
or under my supervision.

Norman K. Murakami

Licensed Professional Land Surveyor
Certificate Number 13-5826 Exp. 4/30/12

NOTE:
AZIMUTHS AND COORDINATES
REFERRED TO GOVERNMENT
TRIANGULATION STATION "PINHOLE".

TMK (2) 2-4-10

M: 082001-23
P/E: EAS3.DWG



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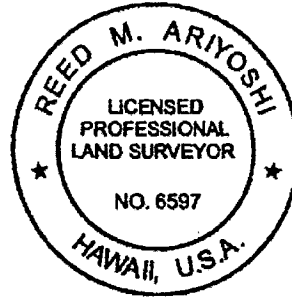
EXHIBIT C
EXHIBIT "1" PAGE "18"

**Kealaloo Avenue and Hanamu Road
Description of Waterline Easement**

An easement (15 feet wide) for waterline pipeline purposes affecting a portion of Hanamu Road and Kealaloo Avenue at Makawao, Maui, Hawaii and being more particularly described as follows:

Beginning at a point at the northwesterly corner of this easement, on the westerly side of Kealaloo Avenue, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PIIHOLO" being: 7,611.48 feet South and 7,296.66 feet West and running by azimuths measured clockwise from True South:

1. 269° 45' 66.84 feet along the remainders of Kealaloo Avenue and Hanamu Road;
2. Thence along Grant 86 to Kahainapule (TMK (2)2-4-10:20) on a curve the left, with the point of curvature azimuth from the radial point being: 135° 31' 10" and the point of tangency azimuth from the radial point being: 126° 01', having a radius of 120.00 feet, the chord azimuth and distance being: 40° 46' 05" 19.88 feet;
3. 89° 45' 52.16 feet along the remainders of Hanamu Road and Kealaloo Avenue;
4. 173° 33' 15.09 feet along Grant 601 to Uekalohe (TMK (2)2-4-10:02) to the point of beginning and containing an Area of 887 Square Feet, more or less.



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