

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

August 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 July 20, 2015, makes reference to County Communication 15-193, from the Director of Environmental Management, transmitting a proposed resolution entitled "ACCEPTING GRANT OF EASEMENT FOR SEWERLINE PURPOSES FOR THE WAILUKU-KAHULUI FORCE MAIN REPLACEMENT PROJECT, PURSUANT TO SECTION 3.44.015, MAUI COUNTY CODE."

The purpose of the proposed resolution is to accept a sewer line easement encompassing 26,031 square feet from Alexander & Baldwin, LLC, near the intersection of Amala Place and Hobron Avenue, makai of Hana Highway, Kahului, Maui, Hawaii.

Your Committee notes the Council may accept donations of real property or any interest in real property by resolution, pursuant to Section 3.44.015(C), Maui County Code.

The Deputy Director of Environmental Management noted the easement is needed to give the County access to private property for purposes of operating and maintaining the County's sewer system.

Your Committee voted 5-0 to recommend adoption of the proposed resolution and filing of the communication. Committee Chair Cochran and members Baisa, Carroll, Crivello, and White voted "aye." Committee Vice-Chair Hokama and member Guzman were excused.

Your Infrastructure and Environmental Management Committee **RECOMMENDS** the following:

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

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**Committee**  
**Report No. \_\_\_\_\_**

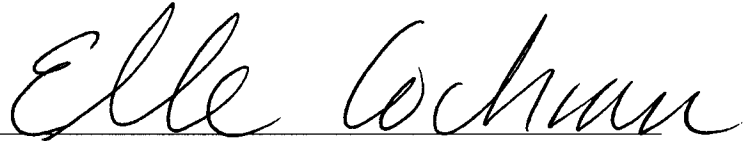
1. That Resolution \_\_\_\_\_, as attached hereto, entitled "ACCEPTING GRANT OF EASEMENT FOR SEWERLINE PURPOSES FOR THE WAILUKU-KAHULUI FORCE MAIN REPLACEMENT PROJECT, PURSUANT TO SECTION 3.44.015, MAUI COUNTY CODE" be ADOPTED; and
2. That County Communication 15-193 be FILED.

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

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**Committee  
Report No.** \_\_\_\_\_

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



ELLE COCHRAN, Chair

iem:cr:15036aa:jkm

# Resolution

No. \_\_\_\_\_

ACCEPTING GRANT OF EASEMENT FOR SEWERLINE PURPOSES  
FOR THE WAILUKU-KAHULUI FORCE MAIN REPLACEMENT PROJECT,  
PURSUANT TO SECTION 3.44.015, MAUI COUNTY CODE

WHEREAS, ALEXANDER & BALDWIN, LLC, a Hawaii limited liability company, desires to dedicate that certain perpetual, non-exclusive Grant of Easement for Sewerline Purposes affecting Tax Map Key Number (2) 3-7-011:019, as more fully described in Exhibit "1", attached hereto and made a part hereof, to the County of Maui; and

WHEREAS, the Director of Environmental Management has reviewed said dedication 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 or any interest in real property by the 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 Alexander & Baldwin, LLC to the County of Maui in accordance with the terms and conditions set forth in said easement; and

2. That it does hereby authorize the Mayor of the County of Maui to execute all necessary documents in connection with the acceptance of said dedication; and

Resolution No. \_\_\_\_\_

3. That certified copies of this Resolution be transmitted to the Mayor of the County of Maui, the Director of Environmental Management, and Alexander & Baldwin, LLC.

APPROVED AS TO FORM  
AND LEGALITY:



RICHELLE M. THOMSON  
Deputy Corporation Counsel  
County of Maui  
2015-4359

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: ALEXANDER & BALDWIN, LLC  
822 Bishop Street  
Honolulu, Hawaii 96813

GRANTEE: COUNTY OF MAUI  
200 South High Street  
Wailuku, Maui, Hawaii 96793

TAX MAP KEY: (2) 3-7-011:019

EXHIBIT " 1 "

## GRANT OF EASEMENT FOR SEWERLINE PURPOSES

THIS GRANT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between ALEXANDER & BALDWIN, LLC, a Hawaii limited liability company, 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 No. (2) 3-7-011:019, (the "Property"), as more particularly shown and described in Exhibits "S-1" and "S-1-A", attached hereto and made a part hereof (collectively, 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.

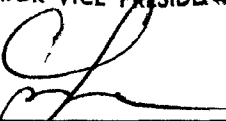
9. Definitions. When more than one person is involved in the grant of this indenture and the covenants herein contained, the term "Grantor" and "Grantee" and related verbs and pronouns in the singular shall include the plural. Where appropriate, the masculine gender shall be deemed to include the feminine 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.

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

GRANTOR:

ALEXANDER & BALDWIN, LLC

By   
\_\_\_\_\_  
**NELSON N.S. CHAN**  
Its **SENIOR VICE PRESIDENT**

By   
\_\_\_\_\_  
**CHARLES W. LOOMIS**  
Its **ASST. SECRETARY**

APPROVAL RECOMMENDED:

  
\_\_\_\_\_  
**KYLE K. GINOZA**  
Director of Environmental Management

APPROVED AS TO FORM  
AND LEGALITY:

  
\_\_\_\_\_  
**RICHELLE M. THOMSON**  
Deputy Corporation Counsel  
County of Maui  
2015-4097

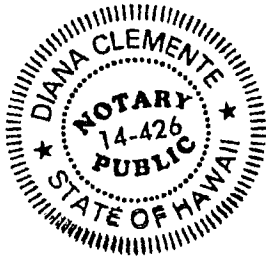
GRANTEE:

COUNTY OF MAUI

By \_\_\_\_\_  
**ALAN M. ARAKAWA**  
Its Mayor

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

On this 12th day of May, 2015, before me personally appeared NELSON N.S. CHUN, 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.



Diana Clemente  
Notary Public, State of Hawaii  
Printed Name: DIANA CLEMENTE  
My commission expires: DEC 14 2018

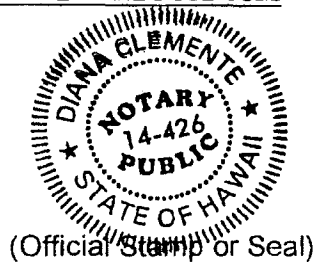
(Official Stamp or Seal)

**NOTARY CERTIFICATION STATEMENT**

Document Identification or Description: GRANT OF EASEMENT FOR SEWERLINE PURPOSES  
Doc. Date: undated at time of notarization  
No. of Pages: 11 Jurisdiction: First Circuit  
(in which notarial act is performed)

Diana Clemente 5/12/2015  
Signature of Notary Date of Notarization and  
Certification Statement

DIANA CLEMENTE  
Printed Name of Notary



(Official Stamp or Seal)

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

On this 12th day of May, 2015, before me personally appeared CHARLES W. LOOMIS, 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.



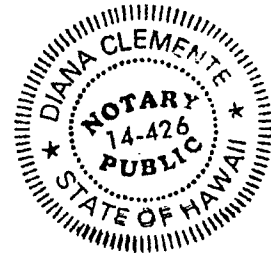
Diana Clemente  
Notary Public, State of Hawaii

Printed Name: DIANA CLEMENTE

My commission expires: DEC 14 2018

(Official Stamp or Seal)

|  |  |
|--|--|
| <b>NOTARY CERTIFICATION STATEMENT</b>  |  |
| Document Identification or Description: <u>GRANT OF EASEMENT FOR SEWERLINE PURPOSES</u> <span style="float: right;">pc/np</span> |  |
| Doc. Date: _____ or <input checked="" type="checkbox"/> Undated at time of notarization.   |  |
| No. of Pages: <u>11</u>  | Jurisdiction: <u>First Circuit</u><br>(in which notarial act is performed) |
| <u>Diana Clemente</u>  | <u>5/12/2015</u>   |
| Signature of Notary  | Date of Notarization and Certification Statement                           |
| <u>DIANA CLEMENTE</u>  |  |
| Printed Name of Notary   |  |



(Official Stamp or Seal)

STATE OF HAWAII )  
 ) SS.  
COUNTY OF MAUI )

On \_\_\_\_\_, 201\_\_\_\_, 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.

[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: _____<br>_____<br>_____ | [Stamp or Seal]         |
| Notary Signature: _____                   |                         |
| Date: _____                               |                         |

EASEMENT S-1

SITUATED AT KAHULUI, MAUI, HAWAII

BEING A PORTION OF GRANT 3343 TO CLAUS SPRECKELS

An Easement for sewer force main purposes affecting Lot F, Valley Isle Produce Subdivision No. 3, and an existing 40' wide roadway easement (Amala Place) in favor of the Department of Environmental Management, County of Maui and described as follows:

Beginning at the Northwest corner of this Easement, on the Eastern side of Hobron Avenue, being 343 05' 48.24 feet from the Southwest corner of Lot F, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE" being 5,225.47 feet North and 11,671.43 feet East and running by azimuths measured clockwise from True South:

1. 262 09' 402.60 feet along the remainder of Lot F, Valley Isle Produce Subdivision No. 3;
2. 263 00' 507.60 feet along the remainder of Lot F, Valley Isle Produce Subdivision No. 3;
3. 264 56' 193.76 feet along the remainder of Lot F, Valley Isle Produce Subdivision No. 3;
4. 18 30' 20.39 feet along Executive Order 2427;
5. 84 35' 191.67 feet along the remainder of Lot F, Valley Isle Produce Subdivision No. 3;
6. 82 07' 599.80 feet along the remainder of Lot F, Valley Isle Produce Subdivision No. 3;

7. 82 47' 299.50 feet along the remainder of Lot F, Valley Isle Produce Subdivision No. 3;
8. 163 05' 24.42 feet along Hobron Avenue to the point of beginning and containing an area of 26,031 Square Feet.



R. T. TANAKA ENGINEERS, INC.

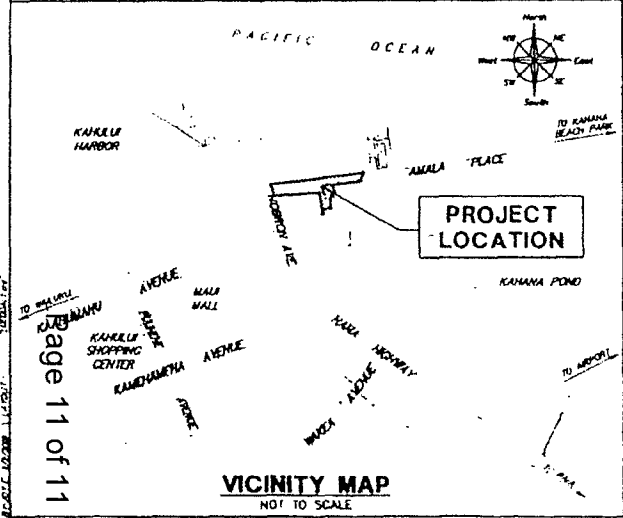
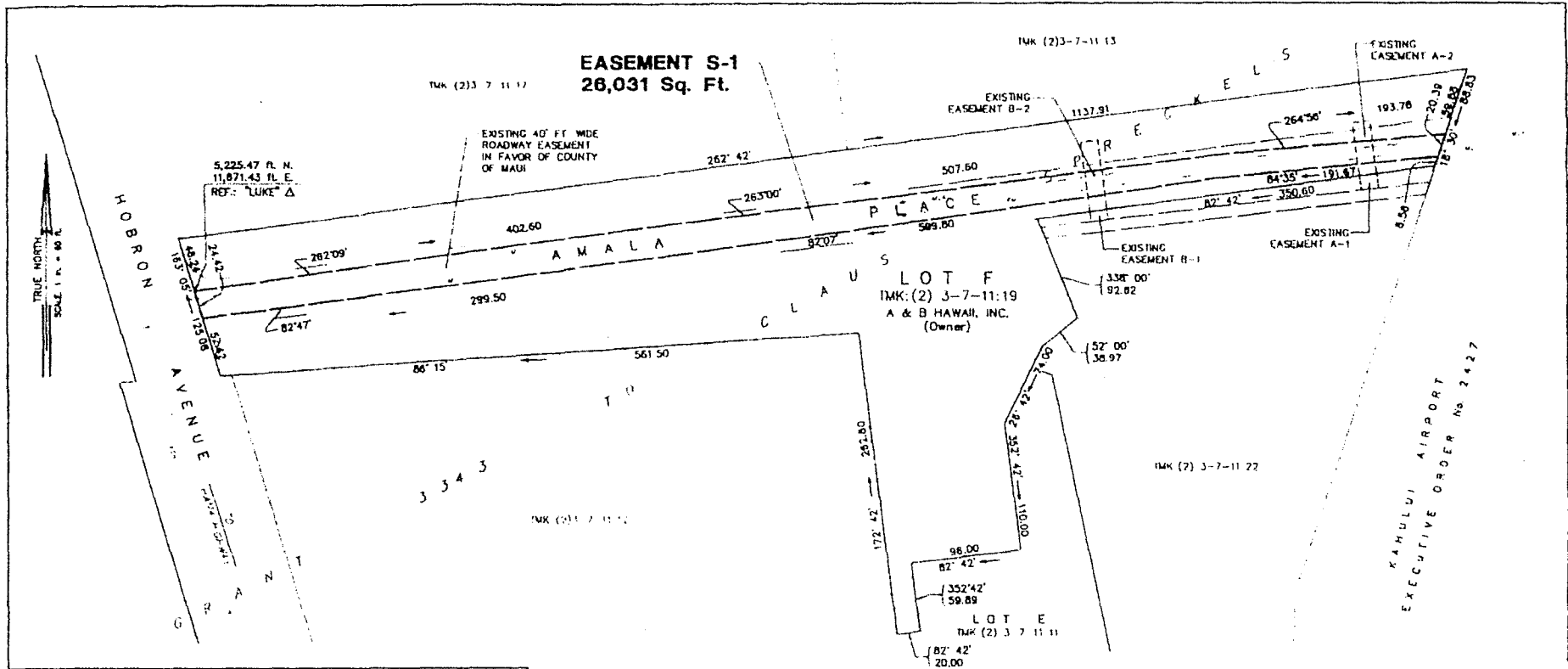
A handwritten signature in black ink, appearing to read "Kirk T. Tanaka".

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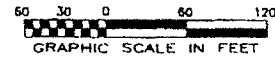
Kirk T. Tanaka  
Licensed Professional Surveyor  
Certificate No. 7223-LS  
License Expires: April 30, 2016

871 Kolu Street, Suite 201  
Wailuku, Hawaii 96793

November 17, 2014



**DESIGNATION OF  
EASEMENT S-1 FOR SEWER FORCE MAIN  
PURPOSES AFFECTING LOT F,  
VALLEY ISLE PRODUCE SUBDIVISION No. 3  
BEING A PORTION OF GRANT 3343  
TO CLAU SPRECKELS  
AT KAHULUI, MAUI, HAWAII**



**NOTE:**  
THE LOCATIONS OF NEW SEWER FORCE MAINS (FM24' AND FM20') AS SHOWN ON THIS MAP WERE TAKEN FROM "AS BUILT" CONSTRUCTION PLANS PREPARED BY TOMO ENGINEERING INC.

**OWNER:**  
A&B HAWAII, INC.  
P.O. BOX 156  
KAHULUI, HI 96732



THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION  
*Kirk T. Tanaka*  
**KIRK T. TANAKA** DATE **11/17/14**  
Licensed Professional Land Surveyor  
Certificate No. 7223  
Expires Effective APRIL 30, 2018

**EXHIBIT S-1A**  
Page 11 of 11  
Tax Map Key: (2) 3-7-11-19  
671 KOLU STREET, SUITE 201  
MAILIKU, MAUI, HAWAII 96793