

**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 15-194, from the Director of Environmental Management, transmitting a proposed resolution entitled "ACCEPTING A GRANT OF EASEMENT FOR SEWERLINE PURPOSES AND SEWER SYSTEM IMPROVEMENTS FOR THE MAUI LANI PHASE 6 SUBDIVISION, PURSUANT TO SECTION 3.44.015, MAUI COUNTY CODE."

The purpose of the proposed resolution is to accept a sewer line easement encompassing 2.665 acres, a 12-inch sewer line, and related appurtenances from the developers of the Maui Lani Phase 6 Subdivision, also known as The Parkways at Maui Lani, in 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 informed your Committee the proposed dedication of the sewer line easement and sewer improvements would fulfill subdivision requirements. The Department inspected the improvements and found them to be compliant with County standards.

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

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

Page 2

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

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:

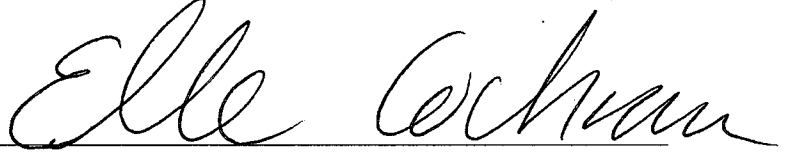
1. That Resolution \_\_\_\_\_, as attached hereto, entitled "ACCEPTING A GRANT OF EASEMENT FOR SEWERLINE PURPOSES AND SEWER SYSTEM IMPROVEMENTS FOR THE MAUI LANI PHASE 6 SUBDIVISION, PURSUANT TO SECTION 3.44.015, MAUI COUNTY CODE," be ADOPTED; and
2. That County Communication 15-194 be FILED.

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:15038aa:jkm

# Resolution

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

ACCEPTING A GRANT OF EASEMENT FOR SEWERLINE  
PURPOSES AND SEWER SYSTEM IMPROVEMENTS FOR THE  
MAUI LANI PHASE 6 SUBDIVISION, PURSUANT TO  
SECTION 3.44.015, MAUI COUNTY CODE

WHEREAS, MAUI LANI PHASE 6, LLC, a Hawaii limited liability company, desires to grant that certain perpetual, non-exclusive Grant of Easement for Sewerline Purposes affecting Tax Map Key Numbers (2) 3-8-099:218 and (2) 3-8-099:220, and HBT OF MAUI LANI LLC, a Hawaii limited liability company, desires to grant the sewer system improvements located within said parcels 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 and sewer system improvements, as described in Exhibit "1", attached hereto, to be dedicated by Maui Lani Phase 6, LLC and HBT of Maui Lani LLC to the County of Maui in accordance with the terms and conditions set forth in said document; and

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

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

3. That certified copies of this Resolution be transmitted to the Mayor of the County of Maui, the Director of Environmental Management, Maui Lani Phase 6, LLC, and HBT of Maui Lani LLC.

APPROVED AS TO FORM  
AND LEGALITY:



RICHELLE M. THOMSON  
Deputy Corporation Counsel  
County of Maui  
2014-1703

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

Total Pages: \_\_\_\_\_

TITLE OF DOCUMENT:

GRANT OF EASEMENT FOR SEWERLINE PURPOSES

PARTIES TO DOCUMENT:

GRANTOR: Maui Lani Phase 6, LLC  
1100 Alakea Street, Suite 2200  
Honolulu, Hawaii 96813

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

LOT OWNER: HBT of Maui Lani LLC  
2200 South King Street, Suite 960  
Honolulu, Hawaii 96813

TAX MAP KEY NOS.: (2) 3-8-099: 218 and 220

Easement S-3

## GRANT OF EASEMENT FOR SEWERLINE PURPOSES

THIS GRANT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between MAUI LANI PHASE 6, LLC, a Hawaii limited liability company, the address of which is 1100 Alakea Street, Suite 2200, Honolulu, Hawaii 96813 (hereinafter referred to as the "Grantor"), 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"), and HBT OF MAUI LANI LLC, a Hawaii limited liability company, the address of which is 220 South King Street, Suite 960, Honolulu, Hawaii 96813 (hereinafter referred to as the "Lot Owner").

### RECITALS:

1. By that certain Limited Warranty Deed and Reservation of Rights and Easements, dated May 28, 2013, and recorded in the Bureau of Conveyances of the State of Hawaii (the "Bureau") as Document No. A-48990632 (the "Deed"), the Grantor conveyed the following real property, among other real property, to the Lot Owner: Lots 218 and 220 of the "Maui Lani Phase 6 Subdivision", as shown on the map filed in the Bureau as File Plan Number 2487 (collectively, the "Encumbered Lots").
2. Among other reservations, the Deed reserved to the Grantor, its designees, successors and assigns, a perpetual easement over, under and across Easement U-1 for utility purposes (which Easement U-1 is shown on File Plan Number 2487), together with the right to dedicate, assign or grant all or any portion of Easement U-1 to any governmental authorities, and together also with rights of vehicular and pedestrian access (as appropriate) over and across the "Property" (as defined in the Deed) in favor of the Grantor and other relevant parties to gain access to Easement U-1.
3. As set forth in the Deed, Easement U-1 affects the Encumbered Lots, as well as Lot 219, as shown on File Plan Number 2487.
4. Attached to and made a part of this Grant as EXHIBIT "A" is a description of Sewerline Easement S-3 (the "Easement Area"), the boundaries of which are wholly within the boundaries of Easement U-1, thereby making the Easement Area a subset and a portion of Easement U-1.
5. Of the lots shown on File Plan Number 2487, only the Encumbered Lots are encumbered by the Easement Area. Lot 219 is not encumbered by the Easement Area.
6. By this Grant, and pursuant to the rights reserved to the Grantor in the Deed, (a) the Grantor desires to grant easement rights over the Easement Area to the Grantee, and (b) the Grantee desires to accept easement rights over the Easement Area from the Grantor.
7. As the owner of the Encumbered Lots and of the improvements and other property located within the Encumbered Lots, the Lot Owner desires, by this Grant, to (a) join in and consent to the Grantor's grant of easement rights over the Easement Area to the Grantee, and

(b) grant and convey to the Grantee the Sewer System Improvements (as defined below) located within the Easement Area.

NOW, THEREFORE, in consideration of the Recitals, the Grantor, the Grantee and the Lot Owner hereby agree as follows:

GRANT, ETC.:

The Grantor, in consideration of the Recitals, 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, hereby grants, bargains, sells and conveys unto the Grantee, its successors and assigns, a perpetual, nonexclusive easement for underground sewerline purposes over, under, across and through the Easement Area, which is more particularly described in EXHIBIT "A" attached hereto and made a part hereof.

TOGETHER with rights of vehicular and pedestrian access (as appropriate) over and across existing roadways within the Property (or such other portions of the Property), as reasonably required to gain access to the Easement Area.

The Lot Owner, in consideration of the Recitals, the sum of ONE DOLLAR (\$1.00) paid to the Lot Owner by the Grantee, and other valuable consideration, the receipt whereof is hereby acknowledged, and subject to the terms, conditions and covenants contained herein, hereby (a) joins in and consents to the Grantor's grant of easement rights over the Easement Area to the Grantee, as set forth in this Grant, and (b) grants, bargains, sells and conveys unto the Grantee, its successors and assigns, all underground sewer pipelines and related facilities located within the Easement Area that are owned by the Lot Owner and that were installed by or on behalf of the Grantor and/or the Lot Owner, including any manholes and other equipment and appurtenances used for the proper maintenance, operation or repair of such underground sewer pipelines (collectively, the "Sewer System Improvements").

TOGETHER with reasonable rights of ingress to and egress from the Easement Area across existing roadways or such other portions of the Lot Owner's property provided or specified by the Lot Owner for such purposes, as reasonably required to gain access to the Sewer System Improvements.

AGREEMENT:

In consideration of the rights hereby granted and the acceptance thereof and the obligations hereby assumed, the Grantor, the Grantee and the Lot Owner hereby covenant and agree that the foregoing grant and conveyance are made upon the following restrictions and conditions, which shall be binding upon, as applicable, the Grantor, the Grantee, the Lot Owner 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, subject to the provisions of section 8(e) below. 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 Lot Owner. Except as permitted herein, the Grantee shall not exercise any of its rights hereunder in any manner that causes any permanent damage to or destruction of any land, building, structure, facilities or improvements located within or adjacent to the Easement Area. The Grantee shall give the Lot Owner five days prior written notice of the Grantee's intent to enter upon the Easement Area for the purpose of exercising its rights under this instrument, except in the event of an emergency, in which case notice will be given as soon as reasonably possible.

3. Use by the Lot Owner. The Lot Owner 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 Lot Owner 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 Lot Owner (or others with the approval of the Lot Owner) from (and no approval from the Grantee shall be required for) grading the Easement Area and/or constructing, installing and maintaining roadways, walkways, curbs, landscaping and other surface improvements to the Easement Area, or 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 Lot Owner shall promptly repair any damage to the Sewer System Improvements or other appurtenances in the Easement Area, resulting or arising from the Lot Owner's erection or construction of said building foundation, building or structure, from the Lot Owner's raising or lowering of the ground level, from the Lot Owner's planting of hedges or trees, or from the Lot Owner'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 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 and section 8(e) below.

5. Indemnity.

(a) The Grantee shall indemnify and hold harmless the Grantor, the Lot Owner and their 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 against the Grantor, 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.

(c) The Lot Owner 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 Lot Owner, 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 against the Lot Owner, but only to the extent that the Lot Owner's liability for such damage, loss or injury has been determined by a court of competent jurisdiction or otherwise agreed to by the Lot Owner, and only to the extent the payment for such damage, loss or injury is permitted by law.

6. Damage to Sewer System Improvements. The Lot Owner, 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 Lot Owner, 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 over the Easement Area are nonexclusive, and the Grantor and the Lot Owner shall each 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 and the Sewer System Improvements for the purposes stated herein.

8. Special Provisions Relating to Restriction of Public Road Access. If, and only as long as, the internal roads in the Subdivision remain under private ownership, the Grantor, the Grantee and the Lot Owner hereby agree that the following covenants and conditions shall apply:

(a) The conditions, covenants, rights and obligations set forth in this grant of easement shall run with the land upon the conveyance of the interior roads, or upon any other or future transfer of title or interest thereof and shall pass with the title of the property conveyed or transferred to the grantee or transferee.

(b) If public access to the Subdivision is restricted, the Lot Owner shall provide the Grantee with the means to gain access to the Easement Area in the form of keys, electronic bypass code, or other device which shall be located in a lock box at the entrance to the subdivision development comprised of the Property (the "Subdivision"). The Lot Owner shall provide the Grantee a lock box with a padlock as specified by the Grantee so that the Grantee may gain access to the Subdivision by use of the keys, electronic bypass instructions, or other devices contained within the lock box. If said keys, access codes or other devices are changed at any time in the future, the Lot Owner will promptly place new keys, access code or device into the lock box so that the Grantee will continue to have means of access.

(c) If at any time in the future and for any reason the Grantee's access to the Easement Area for the purpose of performing repairs or maintenance to the Sewer System Improvements shall be hindered, restricted or delayed as a result of the access to said roads by the public being restricted, the Lot Owner shall indemnify and hold harmless the Grantee from and against all claims for property damage, personal injury or wrongful death when and to the extent that such damage, injury or death proximately results from or arises out of said hindrance, restriction or delay in the Grantee's gaining access.

(d) The Lot Owner shall, at its sole expense and at all times during such private ownership, keep in full force and effect a policy or policies of liability insurance, insuring against loss, damage or liability for bodily or personal injury to, or death of persons, and loss or damage to property for which the Lot Owner is obligated to indemnify the Grantee under any provision of this grant of easement, and said policy or policies shall name the Grantee as additional insured. The limits of public liability and property damage liability shall be not less than \$1,000,000 per person, per occurrence for personal injury, and not less than \$100,000 per occurrence for property damage liability. The Lot Owner will provide the Grantee with certificates or copies of such policies from time to time as the Grantee may request to evidence the Lot Owner's compliance with this insurance requirement.

(e) When the pavement within any portion of the Easement Area shall be excavated or removed by the Grantee in connection with the repair or maintenance of any sewer line or appurtenance, the Grantee shall be obligated to restore the surface of the pavement only by "cold patch" method. Any final surfacing of the pavement by any more costly method shall be performed by the Lot Owner at the Lot Owner's expense.

(f) The Lot Owner shall be responsible for providing and maintaining current contact information for the owner(s) of the Easement Area or, if appropriate, the entity responsible for maintenance of the Easement Area (e.g., a lot owners association). The information to be provided shall include contact information (i.e., entity name, individual contact, address, phone numbers) during normal business hours and for 24-hour emergency purposes. The required information shall be provided to the Grantee or to successors or assignees of the Grantee (as appropriate) of which the Lot Owner has been given notice

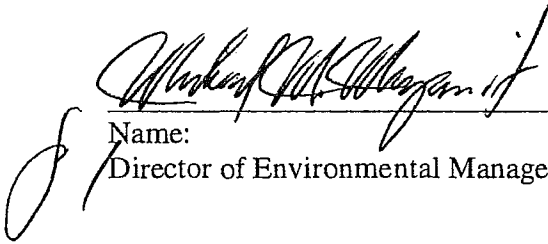
9. No Warranties. Neither the Grantor nor the Lot Owner warrant the condition of the Easement Area or of the Sewer System Improvements or the title of the Sewer System Improvements. The Grantee accepts the Easement Area and the Sewer System Improvements in the condition they are in at the commencement of this Grant, and the Grantee hereby acknowledges that neither the Grantor nor the Lot Owner has made any representations concerning the conditions of the Easement Area, the Sewer System Improvements or their suitability for the use intended to be made thereof. The Grantee accepts and assumes all risks with respect to entry upon the Easement Area, use of the Sewer System Improvements and the conditions thereof.

10. Definitions. When more than one person is involved in the grant of this indenture and the covenants herein contained, the terms "Grantor", "Grantee" and "Lot Owner" 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, the term "Grantee" wherever used herein shall be held to mean and include the Grantee, its successors and permitted assigns, and the term "Lot Owner" wherever used herein shall be held to mean and include the Lot Owner, its successors and permitted assigns. This Grant shall be binding upon and shall inure to the benefit of the Grantor and its successors and assigns, the Grantee and its successors and permitted assigns, and the Lot Owner and its successors and assigns.


*[Signature page follows]*

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

APPROVAL RECOMMENDED:

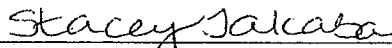
  
Name:  
Director of Environmental Management

APPROVED AS TO FORM AND LEGALITY:

  
Name:  
Deputy Corporation Counsel  
County of Maui

GRANTOR:

MAUI LANI PHASE 6, LLC,  
a Hawaii limited liability company

By   
STACEY TAKABA  
Its President

GRANTEE:

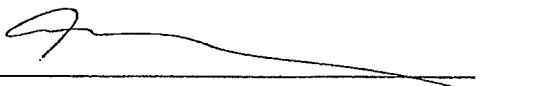
COUNTY OF MAUI

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

LOT OWNER:

HBT OF MAUI LANI LLC,  
a Hawaii limited liability company

By: Towne Development of Hawaii, Inc.,  
a Hawaii corporation  
Its: Manager

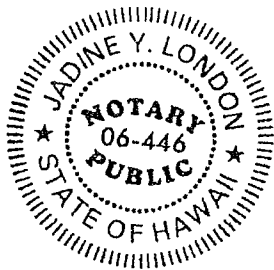
By   
Christopher Lau  
Its Vice President

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

On April 14, 2014, before me personally appeared STACEY TAKABA, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacities.

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

Date of Document: \_\_\_\_\_ or  undated at time of notarization  
Number of Pages: 17  
Document Description: Grant of Easement for Sewerline Purposes  
(Easement S-3)  
Jurisdiction/Judicial Circuit Where Signed: \_\_\_\_\_ First \_\_\_\_\_



Jadine Y. London  
Type or print name: Jadine Y. London  
Date: 4/14/14  
Notary Public, State of Hawaii  
My commission expires: July 23, 2014

STATE OF HAWAII )  
 ) SS.  
COUNTY OF MAUI )

On \_\_\_\_\_, before me personally appeared ALAN 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, and that the said instrument was signed and sealed on behalf of said County of Maui by authority of its Charter, and the said ALAN ARAKAWA acknowledged the said instrument to be the free act and deed of said County of Maui.

\_\_\_\_\_  
Type or print name: \_\_\_\_\_  
Notary Public, State of Hawaii  
My commission expires: \_\_\_\_\_

Date of Doc: _____	# Pages: _____
Name: _____	Second Circuit
Doc. Description: Grant of Easement for Sewerline Purposes (Easement S-3)	
_____ Notary Signature	_____ Date
NOTARY CERTIFICATION	

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

On 4/15/14, before me personally appeared CHRISTOPHER LAU, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacities.

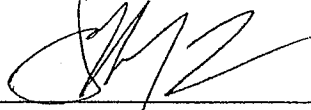
Further, I certify, as of this date, as follows:

Date of Document: \_\_\_\_\_ or  undated at time of notarization

Number of Pages: 17

Document Description: Grant of Easement for Sewerline Purposes  
(Easement S-3)

Jurisdiction/Judicial Circuit Where Signed: \_\_\_\_\_ First \_\_\_\_\_

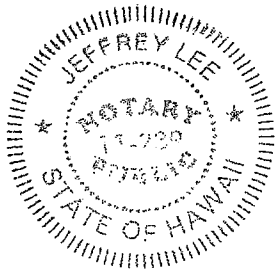


Type or print name: \_\_\_\_\_

Date: \_\_\_\_\_

Notary Public, State of Hawaii **JEFFREY LEE**

My commission expires: \_\_\_\_\_ Expiration Date: July 31, 2015





**EXHIBIT "A"**

**Easement Area**

The Easement Area is comprised of the following:

Easement S-3, described in EXHIBIT "A-1" attached hereto, the location of which is shown on the map attached hereto as EXHIBIT "B-1".

Attached as EXHIBIT "C" is a Project Vicinity Map that shows the approximate location of the Easement Area.



6. Thence along Lots 86, 87, 88, 89, 90, 213, 91, 92 and 93 of Maui Lani Phase 6 Subdivision (File Plan 2487) on a curve to the left having a radius of 824.00 feet, the chord azimuth and distance being:  
99° 52' 416.34 feet;
7. 85° 14' 481.92 feet along Lots 93, 94, 95, 96, 97, 98, 99, 100, 101 and 102 of Maui Lani Phase 6 Subdivision (File Plan 2487);
8. Thence along Lots 102, 103, 104 and 105 of Maui Lani Phase 6 Subdivision (File Plan 2487) on a curve to the right with the point of curvature azimuth from the radial point, being: 355° 14' and the point of tangency azimuth from the radial point being:  
4° 19' 56", having a radius of 826.00 feet, the chord azimuth and distance being:  
89° 46' 58" 131.04 feet;
9. Thence along Lot 105 of Maui Lani Phase 6 Subdivision (File Plan 2487) on a curve to the left with the point of curvature azimuth from the radial point being: 184° 19' 56" and the point of tangency azimuth from the radial point being:  
91° 48', having a radius of 20.00 feet, the chord azimuth and distance being:  
46° 03' 58" 28.90 feet;
10. 1° 48' 97.73 feet along same;
11. Thence along Lot 212 of Maui Lani Phase 6 Subdivision (File Plan 2487) on a curve to the left with the point of curvature azimuth from the radial point being:  
91° 48' and the point of tangency azimuth from the radial point being:  
0° 05' 38", having a radius of 20.00 feet, the chord azimuth and distance being:  
315° 56' 49" 28.70 feet;
12. Thence along Maui Lani Parkway on a curve to the right with the point of curvature azimuth from the radial point being:  
0° 05' 38" and the point of tangency azimuth from the radial point being:  
3° 58' 16", having a radius of 1,750.00 feet, the chord azimuth and distance being:  
92° 01' 57" 118.40 feet;

13. Thence along Lot 214 of Maui Lani Phase 6 Subdivision (File Plan 2487) on a curve to the left with the point of curvature azimuth from the radial point being: 3° 58' 16" and the point of tangency azimuth from the radial point being: 278° 58', having a radius of 20.00 feet, the chord azimuth and distance being: 231° 28' 08" 27.02 feet;
14. 188° 58' 109.08 feet along Lot 106 of Maui Lani Phase 6 Subdivision (File Plan 2487);
15. Thence along same on a curve to the left with the point of curvature azimuth from the radial point being: 278° 58' and the point of tangency azimuth from the radial point being: 191° 22' 53", having a radius of 20.00 feet, the chord azimuth and distance being: 145° 10' 26.5" 27.68 feet;
16. 191° 22' 53" 52.00 feet along the remainder of Lot 218 (Olina Street) of Maui Land Phase 6 Subdivision (File Plan 2487);
17. Thence along Lots 196, 189 and 188 of Maui Land Phase 6 Subdivision (File Plan 2487) on a curve to the left with the point of curvature azimuth from the radial point being: 11° 22' 53" and the point of tangency azimuth from the radial point being: 355° 14', having a radius of 774.00 feet, the chord azimuth and distance being: 273° 18' 26.50" 217.42 feet;
18. 265° 14' 481.92 feet along Lots 188, 182, 181, 221 (Ka`ana Street) and 176 of Maui Land Phase 6 Subdivision (File Plan 2487);
19. Thence along Lots 176, 175, 174, 225 (Unahe Street), 49, 50, 51 and 52 of Maui Lani Phase 6 Subdivision (File Plan 2487) on a curve to the right having a radius of 876.00 feet, the chord azimuth and distance being: 279° 52' 442.61 feet;
20. 294° 30' 371.47 feet along Lots 52, 53, 54, 55, 56, 57 and 58 of Maui Lani Phase 6 Subdivision (File Plan 2487);

21. Thence along Lots 58, 59 and 60 of Maui Lani Phase 6 Subdivision (File Plan 2487) on a curve to the left having a radius of 474.00 feet, the chord azimuth and distance being:  
285° 32' 30" 147.62 feet;
22. 276° 35' 129.20 feet along Lots 60, 61 and 62 of Maui Lani Phase 6 Subdivision. (File Plan 2487);
23. Thence along Lot 62, 63, 64 and 65 of Maui Lani Phase 6 Subdivision (File Plan 2487) on a curve to the right having a radius of 226.00 feet, the chord azimuth and distance being:  
295° 14' 46.5" 144.64 feet;
24. 313° 54' 33" 67.13 feet along Lots 65 and 211 of Maui Lani Phase 6 Subdivision (File Plan 2487);
25. Thence along Lot 211 of Maui Lani Phase 6 Subdivision (File Plan 2487) on a curve to the left with the point of curvature azimuth from the radial point being:  
43° 54' 33" and the point of tangency azimuth from the radial point being:  
320° 13', having a radius of 20.00 feet, the chord azimuth and distance being:  
272° 03' 46.50" 26.69 feet;
26. Thence along Kamehameha Avenue on a curve to the right with the point of curvature azimuth from the radial point being:  
320° 13' and the point of tangency azimuth from the radial point being:  
321° 00', having a radius of 1,684.22 feet, the chord azimuth and distance being:  
50° 36' 30" 23.03 feet;
27. 51° 00' 85.50 feet along same to the point of beginning and containing an Area of 2.665 Acres, more or less.

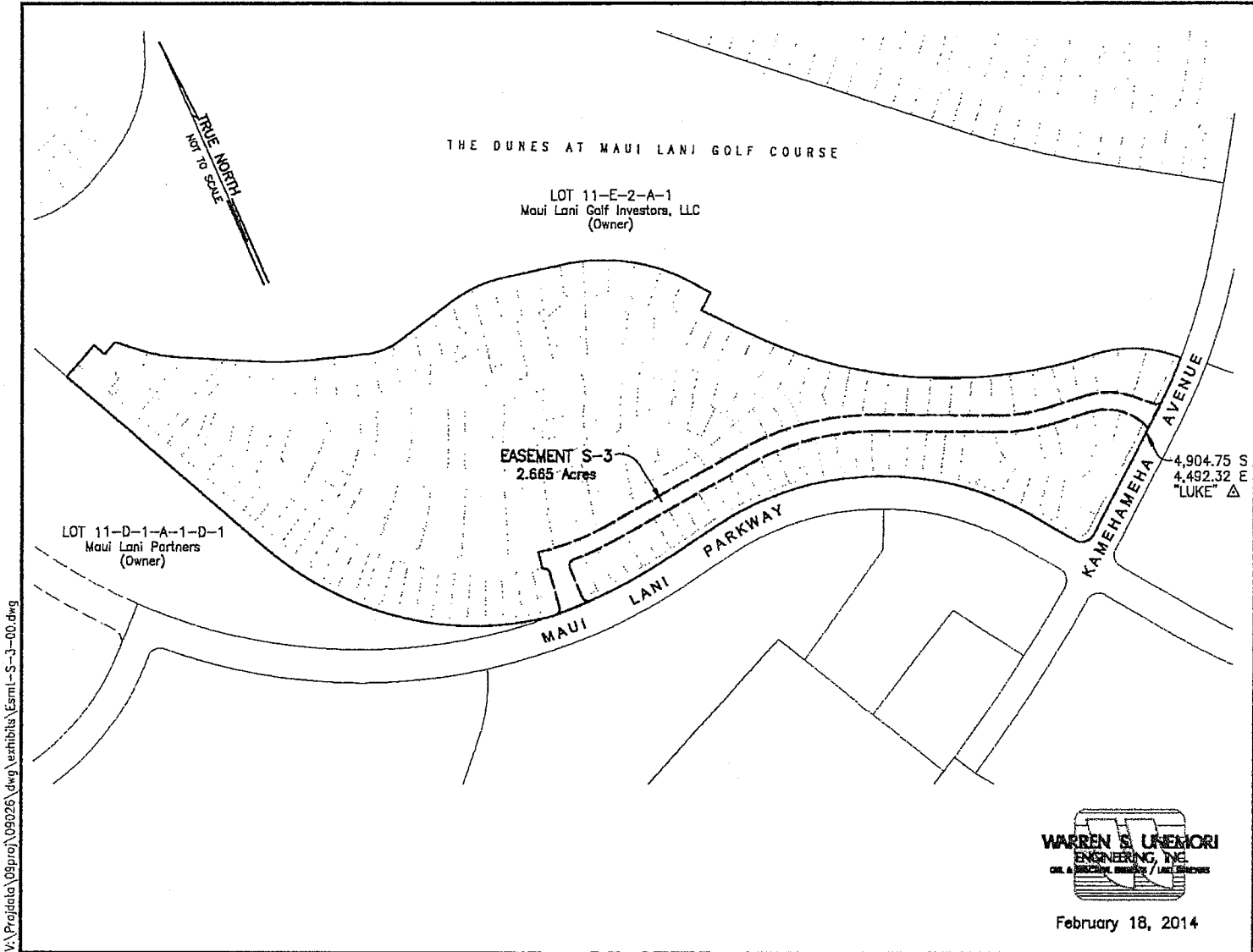
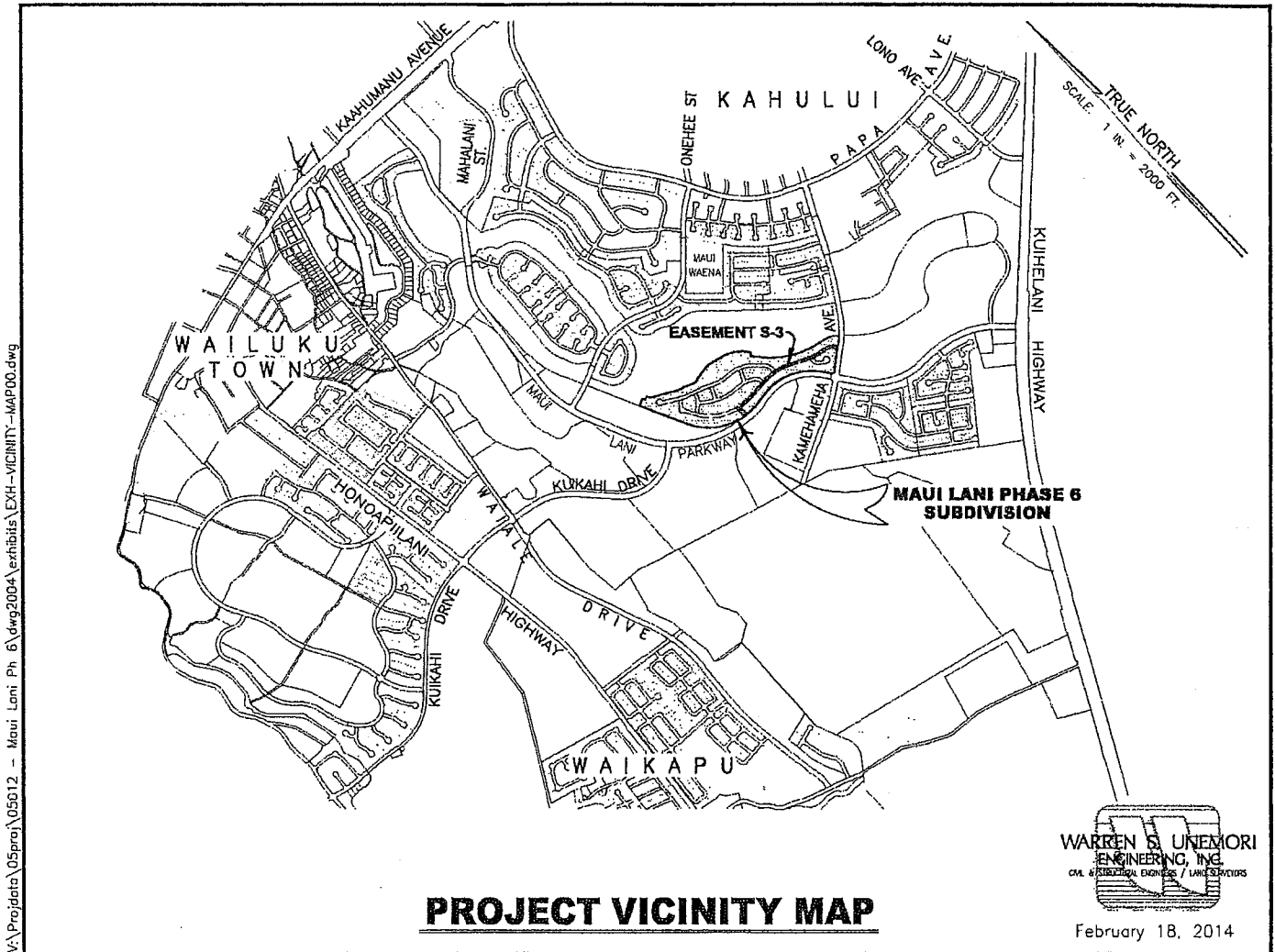


EXHIBIT "B-1"

**EXHIBIT "C"**



V:\Projectdata\05proj\05012 - Maui Lani Ph 6\dwg2004\exhibits\EXH-VICINITY-MAP00.dwg