

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 15-195, from the Director of Environmental Management, transmitting a proposed resolution entitled "ACCEPTING DEDICATION OF SEWERLINE EASEMENT AND SEWER SYSTEM IMPROVEMENTS, PURSUANT TO SECTION 3.44.015, MAUI COUNTY CODE."

The purpose of the proposed resolution is to accept a sewer line easement encompassing 15,525 square feet, an eight-inch sewer line, and related appurtenances from RCFC Kehalani, LLC ("Developer"), in an area near Wailuku Elementary School, Wailuku, 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 Developer desires to dedicate to the County a sewer line easement and sewer improvements for the purposes of connecting to the County system and improving the reliability of the sewer system serving its development. He further informed your Committee the Department is unable to verify whether the installation of the improvements was properly conducted. To mitigate this uncertainty, the Developer has agreed to pay for all repairs needed to correct any defects that may become apparent in a one-year period.

COUNCIL OF THE COUNTY OF MAUI
INFRASTRUCTURE AND
ENVIRONMENTAL MANAGEMENT
COMMITTEE

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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:

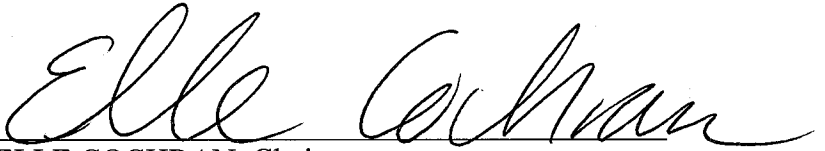
1. That Resolution _____, as attached hereto, entitled "ACCEPTING DEDICATION OF SEWERLINE EASEMENT AND SEWER SYSTEM IMPROVEMENTS, PURSUANT TO SECTION 3.44.015, MAUI COUNTY CODE," be ADOPTED; and
2. That County Communication 15-195 be FILED.

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:15039aa:jkm

Resolution

No. _____

ACCEPTING DEDICATION OF SEWERLINE
EASEMENT AND SEWER SYSTEM IMPROVEMENTS,
PURSUANT TO SECTION 3.44.015, MAUI COUNTY CODE

WHEREAS, RCFC KEHALANI, LLC, a Delaware limited liability company, desires to dedicate that certain perpetual, non-exclusive Sewerline Easement affecting Tax Map Key Number (2) 3-5-001:080, as more fully described in Exhibit "1", and sewer system improvements located within said Easement, as described in Exhibit "2", attached hereto and made a part hereof, to the County of Maui; and

WHEREAS, the Director of Environmental Management has reviewed said dedications 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 Sewerline Easement, as described in Exhibit "1" and sewer system improvements, as described in Exhibit "2", attached hereto, to be dedicated by RCFC KEHALANI, LLC, to the County of Maui in accordance with the terms and conditions set forth in said documents; 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, and RCFC KEHALANI, LLC.

APPROVED AS TO FORM
AND LEGALITY:



RICHELLE M. THOMSON
Deputy Corporation Counsel
County of Maui
2015-3958

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:

SEWERLINE EASEMENT
(Easement C)

PARTIES TO DOCUMENT:

GRANTOR: RCFC KEHALANI, LLC
555 California Street, Suite 3450
San Francisco, California 94104

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

TAX MAP KEY(S): (2) 3-5-001:080

Total No. of Pages _____

EXHIBIT " 1 "

**SEWERLINE EASEMENT
(Easement C)**

THIS GRANT is made this _____ day of _____, 20____, by and between RCFC KEHALANI, LLC, a Delaware limited liability company, the address of which is 555 California Street, Suite 3450, San Francisco, California 94104, (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").

W I T N E S S E T H:

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 (the "Easement Area"), as more particularly described in Exhibit "A", over, under, across and through those portions of that certain real property situate at Wailuku, Maui, State of Hawaii and designated as Tax Map Key No. (2) 3-5-001:080, (the "Property"), which, along with the Easement Area, is shown on Exhibit "B", attached hereto and made a part hereof. 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, including manholes and other equipment and appurtenances necessary or expedient 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 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. Use and Restoration of Premises. 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 of the Sewer System Improvements, to their original condition to the extent such restoration is reasonably possible.

2. 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.

3. 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 1 above.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

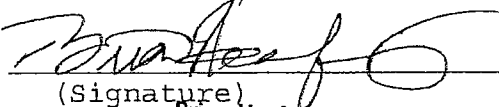
9. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same instrument.

[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:

RCFC KEHALANI, LLC

By 
(Signature)

Its Brian Heafey
Authorized Signatory
(Title)

By _____
(Signature)

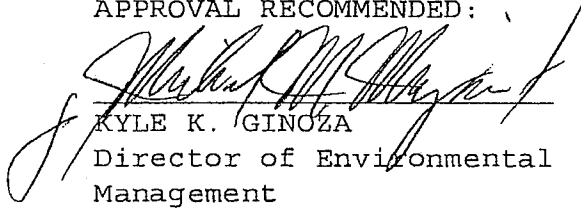
Its _____
(Title)

GRANTEE:


COUNTY OF MAUI

By _____
ALAN M. ARAKAWA
Its Mayor

APPROVAL RECOMMENDED:


KYLE K. GINOZA
Director of Environmental
Management

APPROVED AS TO FORM
AND LEGALITY:


RICHELLE M. THOMSON
Deputy Corporation Counsel
County of Maui

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EASEMENTS\2014.10.6 RCFC KEHALANI
35001080.doc

ACKNOWLEDGMENT

State of California
County of San Francisco)

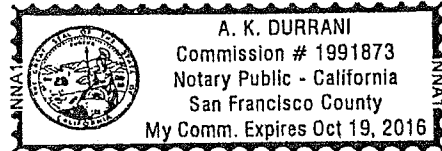
On 1-30-2015 before me, A. K. DURRANI, Notary Public
(insert name and title of the officer)

personally appeared BRIAN HEAFEY,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature A K Durani (Seal)



STATE OF _____)
)
) SS.
_____)

On this _____ day of _____, 20____, before me personally appeared _____, 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.

[Stamp or Seal]

Notary Public, State of _____

Print Name: _____

My Commission Expires: _____

NOTARY PUBLIC CERTIFICATION

Doc. Date: _____ # Pages: _____

Notary Name: _____ Judicial Circuit: _____

Document Description: _____

[Stamp or Seal]

Notary Signature: _____

Date: _____

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

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

**Kehalani Mauka (Large-Lot) Subdivision No. 2
Description of Easement C**

A Sewer and Drainage Easement C in favor of RCFC Kehalani, LLC and the County of Maui, over and across a portion of Lot 1-J of Kehalani Mauka (Large-Lot) Subdivision No. 2, also affecting a portion of Grant 172 to E. Bailey at Wailuku, Maui, Hawaii and being more particularly described as follows:

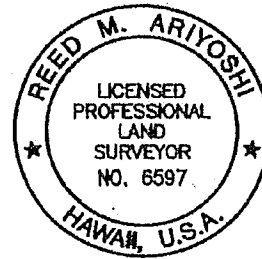
Beginning at a point at the most southwesterly corner of this easement, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE" being 10.96 feet North and 3,626.34 feet West and running by azimuths measured clockwise from True South:

- | | | | |
|-----|----------|-------------|---|
| 1. | 176° 48' | 6.56 feet | along the remainder of Lot 1-J of Kehalani Mauka (Large-Lot) Subdivision No. 2, being also along the remainder of Grant 172 to E. Bailey; |
| 2. | 123° 00' | 176.80 feet | along same; |
| 3. | 132° 56' | 184.38 feet | along same; |
| 4. | 170° 47' | 559.18 feet | along same; |
| 5. | 197° 54' | 59.99 feet | along same; |
| 6. | 170° 47' | 31.55 feet | along same; |
| 7. | 253° 45' | 22.68 feet | along the southerly side of Malako Street; |
| 8. | 350° 47' | 23.28 feet | along the remainder of Lot 1-J of Kehalani Mauka (Large-Lot) Subdivision No. 2, being also along the remainder of Grant 172 to E. Bailey; |
| 9. | 17° 54' | 76.46 feet | along same; |
| 10. | 350° 47' | 550.42 feet | along same; |
| 11. | 312° 56' | 177.94 feet | along same; |

12. 303° 00' 183.10 feet along same;
13. 356° 48' 12.59 feet along same;
14. 80° 47' 15.08 feet along Lot 51 of Site 22 at Kehalani (File Plan 2437) to the point of beginning and containing an Area of 15,525 Square Feet, more or less.

SUBJECT HOWEVER to the following:

1. A portion of an existing Electrical Easement in favor of Maui Electric Company, Ltd. and Hawaiian Telephone Company.

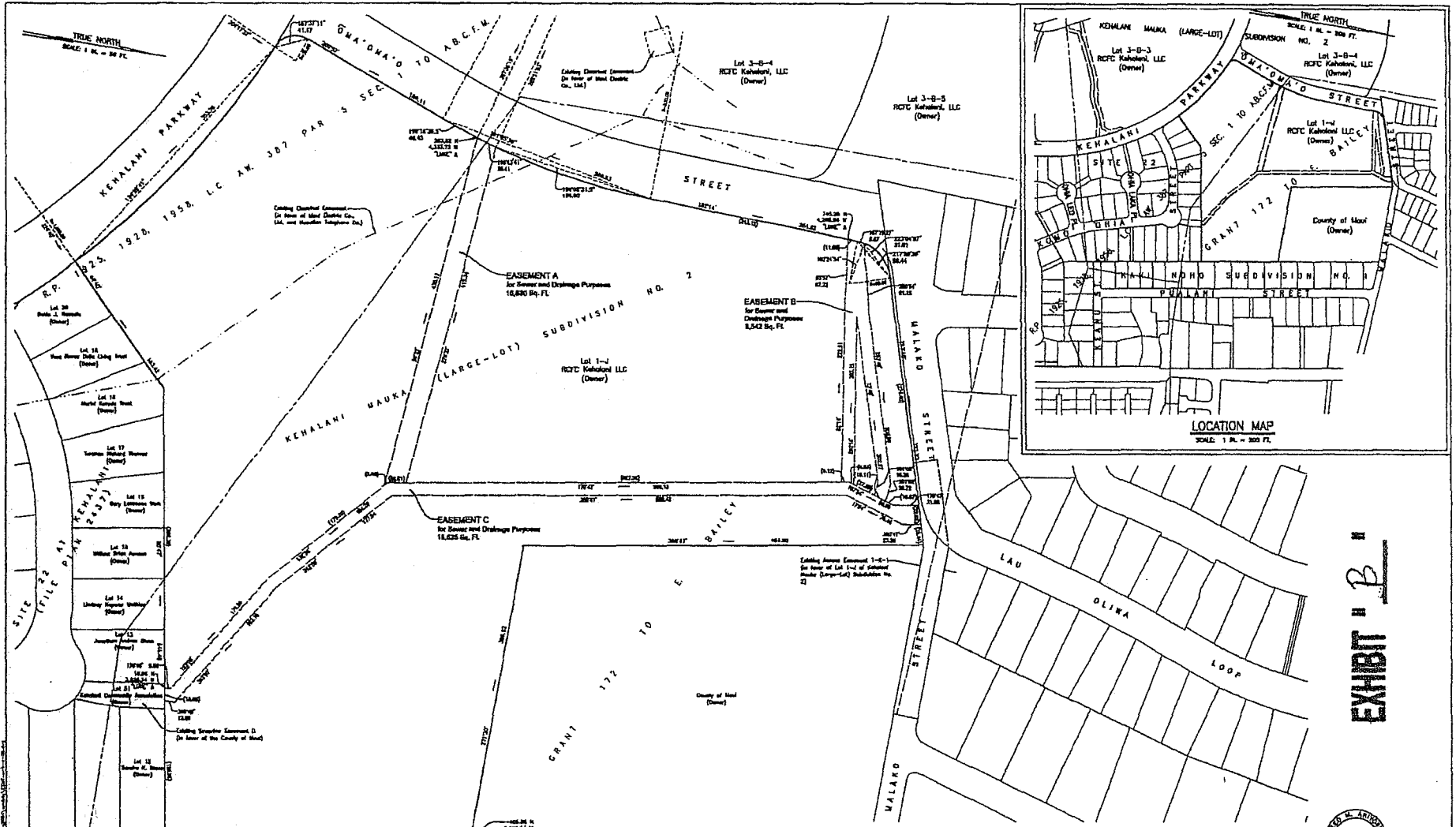


WARREN S. UNEMORI ENGINEERING, INC.

Wells Street Professional Center
2145 Wells Street, Suite 403
Wailuku, Maui, Hawaii 96793
March 26, 2014

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

V:\Projdata\13PROJ\13026\Survey\Desc-Easement C.docx



EASEMENT MAP

DESIGNATION OF EASEMENTS A, B AND C AFFECTING LOT 1-J OF KEHALANI MAUKA (LARGE-LOT) SUBDIVISION NO. 2

BEING PORTIONS OF ROYAL PATENT 1925, 1926, 1936, LAND COMMISSION AWARD 387 PART 3 SECTION 1 TO A.B.C.F.M. AND GRANT 172 TO E. BAILEY WAILUKU, MAUI, HAWAII



SCALE: 1 IN. = 50 FT.

OWNER: RCTC KEHALANI, LLC
ADDRESS: SAN FRANCISCO, CALIFORNIA

NOTES:

1. ALL ALIENATIONS AND RECORDS REFERRED TO GOVERNMENT SURVEY TRANSMISSION SURVEY "LINC".
2. COORDINATES OF ADJOINING LINES, AS SHOWN ON PLAN, ARE TAKEN FROM RECORDS IN THE REAL PROPERTY MAPPING BRANCH.
3. EASEMENT A, IS FOR SEWER AND DRAINAGE PURPOSES, TO BE IN FAVOR OF RCTC KEHALANI, LLC AND COUNTY OF MAUI.
4. EASEMENT B, IS FOR SEWER AND DRAINAGE PURPOSES, TO BE IN FAVOR OF RCTC KEHALANI, LLC AND COUNTY OF MAUI.
5. EASEMENT C, IS FOR SEWER AND DRAINAGE PURPOSES, TO BE IN FAVOR OF RCTC KEHALANI, LLC AND COUNTY OF MAUI.

T.M.L.K.: (2) 3-5-01 : 80

EXHIBIT "B"

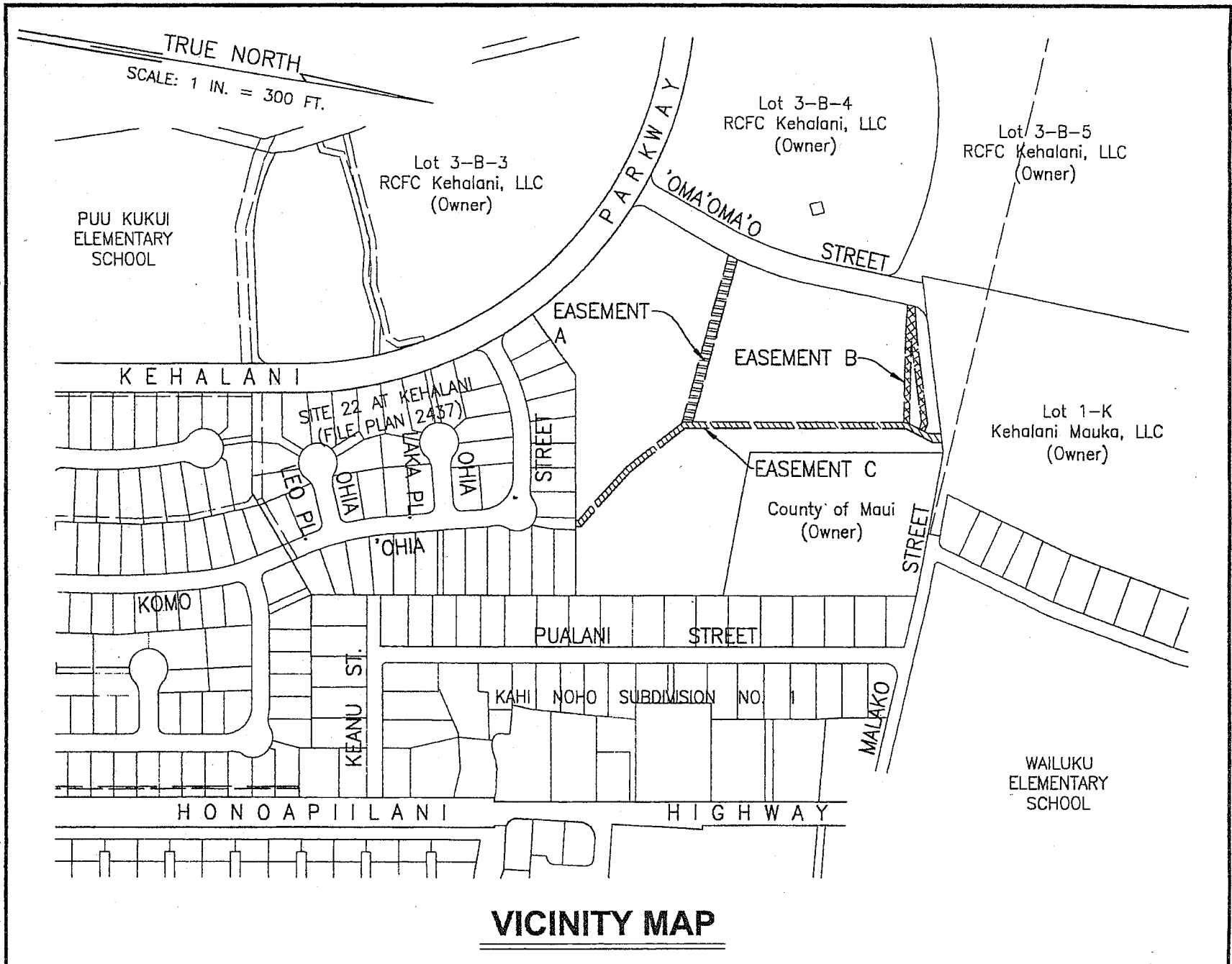


Red M. [Signature]
9/28/16

WALTER S. LAWRENCE - ENGINEERING, INC.
1715 Main Street - Honolulu, Hawaii 96813
Phone: (808) 531-1111 Fax: (808) 531-1111

March 25, 2018

V:\Projdata\13proj\13026 - RCFC Kehalani (Mauka Park)\dwg2004\exhibits\ESMT VICINITY-00.dwg



VICINITY MAP

**DEDICATION AND GRANT OF SEWER SYSTEM IMPROVEMENTS
AND AGREEMENT FOR REPAIR**

This Dedication and Grant of Sewer System Improvements and Agreement for Repair ("Agreement") is made this _____ day of _____, 20____, by and between RCFC KEHALANI, LLC, a Delaware limited liability company, whose mailing address is 555 California Street, Suite 3450, San Francisco, California 94104 (hereinafter referred to as "Grantor"), and the COUNTY OF MAUI, a political subdivision of the State of Hawaii, whose address is 200 South High Street, Wailuku, Hawaii 96793 (hereinafter referred to as "County");

RECITALS

WHEREAS, Grantor is the legal and equitable owner of real property located at Wailuku, Maui, State of Hawaii and designated as Tax Map Key No. (2) 3-5-001:080 (the "Property"), and certain sewer system improvements, including underground sewer pipelines and appurtenances, such as manholes, (collectively, "Sewer System Improvements") located within the Property; and

WHEREAS, Grantor desires to dedicate and grant ownership of said Sewer System Improvements to the County and the County desires to accept the dedication; and

WHEREAS, this Agreement is subject to approval by the Maui County Council.

Now, therefore, the Grantor dedicates and grants ownership of the Sewer System Improvements and the County accepts such dedication, subject to the terms and conditions herein:

1. Grantor shall warrant, repair, and/or replace any and all defects in the Sewer System Improvements (referred to as "Repair Work") in accordance with the standards acceptable to the Department of Environmental Management ("Department") for a period of 365 calendar days following the effective date of this Agreement, subject to Paragraphs 4 and 7.

2. Grantor shall perform Repair Work if and whenever the Department determines that any portion of the Sewer System Improvements requires such Repair Work.

3. Grantor shall perform all Repair Work under the direction of the Department, and all materials furnished and performance of labor shall be consistent with the standards of the Department.

4. Grantor shall furnish and pay for all materials, labor, equipment, and other directly and/or indirectly related costs, including all claims for the payment of material, labor, and other costs associated with the Repair Work, which claims may be made during the term of this Agreement and thereafter until such time that such claims are barred by Chapter 657, Hawaii Revised Statutes.

5. Grantor shall be fully responsible for any property damage, personal injury, and wrongful death that may arise out of or in connection with the incorporation of defective material and/or improper performance of labor in constructing the Sewer System Improvements, and any and all Repair Work thereof, and shall defend, indemnify, and hold harmless the County, its employees and assigns, from and against any and all claims and demands for loss or damage,

including claims for property damage, personal injury, or wrongful death, arising out of or in connection with the Grantor's incorporation of defective material and/or improper performance of labor in the construction of the Sewer System Improvements, and any and all Repair Work thereof until such time that such claims and demands are barred by Chapter 657, Hawaii Revised Statutes.

6. Upon failure of the Grantor to perform any Repair Work within a reasonable length of time, or in the event of an emergency, as determined by the County, the Department may perform or cause the performance of the Repair Work, and the Grantor shall be fully responsible for all costs and expenses incurred by the Department in performing or causing the performance of the Repair Work.

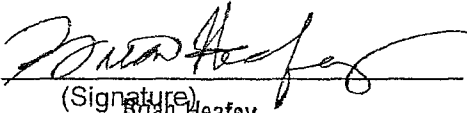
7. The Grantor shall be responsible any and all claims and demands, which may be made under Chapter 507, Hawaii Revised Statutes.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.]

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

GRANTOR:

RCFC KEHALANI, LLC

By 
(Signature)
Its Brian Heafey
(Title) Authorized Signatory

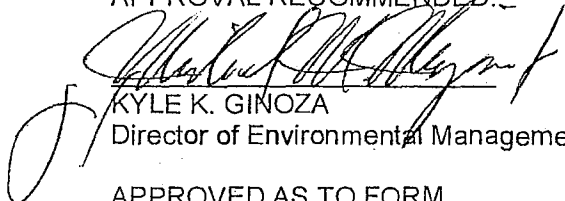
By _____
(Signature)
Its _____
(Title)

GRANTEE:


COUNTY OF MAUI

By _____
ALAN M. ARAKAWA
Its Mayor

APPROVAL RECOMMENDED:


KYLE K. GINOZA
Director of Environmental Management

APPROVED AS TO FORM
AND LEGALITY:


RICHELLE M. THOMSON
Deputy Corporation Counsel
County of Maui

ACKNOWLEDGMENT

State of California
County of San Francisco)

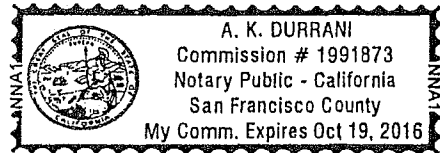
On 1-30-2015 before me, A. K. DURRANI, Notary Public
(insert name and title of the officer)

personally appeared BRIAN HEAFEY
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature A. K. Durrani (Seal)



STATE OF _____)
) SS.

)

On this _____ day of _____, 20____, before me personally appeared _____, 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.

[Stamp or Seal]

Notary Public, State of _____

Print Name: _____

My Commission Expires: _____

<u>NOTARY PUBLIC CERTIFICATION</u>	
Doc. Date: _____	# Pages: _____
Notary Name: _____	Judicial Circuit: _____
Document Description: _____	
_____	[Stamp or Seal]
Notary Signature: _____	
Date: _____	

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

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