

# REQUEST FOR LEGAL SERVICES

**D a t e:** November 14, 2023  
**F r o m:** Tom Cook, Chair  
Water and Infrastructure Committee

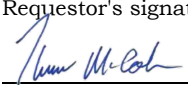
**TRANSMITTAL**

**Memo to:** DEPARTMENT OF THE CORPORATION COUNSEL  
Attention: Caleb P. Rowe, Esq.

**Subject:** PROPOSED CD1 VERSION OF RESOLUTION 23-222, APPROVING DISPOSITION (PARTIAL CANCELLATION) OF WATERLINE EASEMENT (WAI-14)

**Background Data:** Please see revised resolution. Please submit your response to wai.committee@mauicounty.us with a reference to WAI-14.

**Work Requested:** ☒ FOR APPROVAL AS TO FORM AND LEGALITY  
☐ OTHER:

Requestor's signature  Tom Cook, Chair	Contact Person <u>Jarret Pascual or Richard E. Mitchell</u> (Telephone Extension: <u>7141 or 7662, respectively</u> )
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☐ ROUTINE (WITHIN 15 WORKING DAYS) ☐ RUSH (WITHIN 5 WORKING DAYS)  
☐ PRIORITY (WITHIN 10 WORKING DAYS) ☐ URGENT (WITHIN 3 WORKING DAYS)

☒ SPECIFY DUE DATE (IF IMPOSED BY SPECIFIC CIRCUMSTANCES): November 21, 2023  
REASON: For posting on the December 1, 2023, Council agenda.

**FOR CORPORATION COUNSEL'S RESPONSE**

ASSIGNED TO:	ASSIGNMENT NO.	BY:
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TO REQUESTOR: ☐ APPROVED ☐ DISAPPROVED ☐ OTHER (SEE COMMENTS BELOW)  
☐ RETURNING--PLEASE EXPAND AND PROVIDE DETAILS REGARDING ITEMS AS NOTED

COMMENTS (NOTE - THIS SECTION NOT TO BE USED FOR LEGAL ADVICE): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DEPARTMENT OF THE CORPORATION COUNSEL

Date \_\_\_\_\_

By \_\_\_\_\_  
(Rev. 7/03)

wai:ltr:014acc01:jpp

Attachment

# Resolution

No. 23-222, CD1

APPROVING DISPOSITION (PARTIAL CANCELLATION)  
OF A WATERLINE EASEMENT IN THE MAUI LANI PHASE 6  
SUBDIVISION

WHEREAS, the County of Maui is the holder of that certain Waterline Easement dated October 31, 2019, and recorded in the Bureau of Conveyances of the State of Hawaii on November 18, 2019 (“Existing Easement”), attached as Exhibit “1”; and

WHEREAS, the purpose of the Existing Easement was so that the County of Maui Department of Water Supply had a right and easement to construct, install, maintain, operate, repair, remove, replace, and reinstall an underground water pipeline or pipelines situated at Kuihelani Highway, Kahului, Maui, Hawaii, inclusive of the parcel identified as TMK: (2) 3-8-099:218; and

WHEREAS, the Existing Easement traverses portions of private parcels of land within the HBT of Maui Lani Subdivision, including Lot 218-A of the subdivision; and

WHEREAS, the County of Maui does not anticipate installing a waterline in Lot 218-A of the Existing Easement for the HBT of Maui Lani Subdivision; and

WHEREAS, the County of Maui and the Owner of Lot 218-A of the HBT of Maui Lani Subdivision desire to partially cancel the Existing Easement located within Lot 218-A by way of a Partial Cancellation of Easement, attached as Exhibit “2”; and

WHEREAS, the Existing Easement is considered “real property,” under Section 3.44.010, Maui County Code (“MCC”); and

WHEREAS, the disposition of a portion of the Existing Easement by way of cancellation is in the public interest because it reduces the potential maintenance burden and liabilities to the County of Maui in having an unused easement; and

## **Resolution No. 23-222, CD1**

WHEREAS, disposition of real property, under Section 3.44.020, MCC, requires the Council's authorization by resolution; and

WHEREAS, under Subsection 3.44.030(A), MCC, disposition of real property must be made at public auction, unless the Council finds that it is in the public interest to dispose of the real property in another manner and adopts a resolution to that effect, approved by two-thirds of its members; now therefore,

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

1. That it finds the disposition of a portion of the Existing Easement by cancellation is in the public interest and waives the requirement for disposition by public auction;
2. That it approves the disposition of a portion of the Existing Easement by cancellation, as described in Exhibit "2"; and
3. That certified copies of this Resolution be transmitted to the Mayor of the County of Maui, the Director of Water Supply, and the Director of Finance.

APPROVED AS TO FORM AND LEGALITY:

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Department of the Corporation Counsel  
County of Maui

wai:misc:014areso01:jpp

INTRODUCED BY:

A handwritten signature in cursive script, appearing to read "Alice L. Lee", written over a horizontal line.

ALICE L. LEE

Upon the request of the Mayor.

NK  
LA



STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDED

November 18, 2019 8:01 AM  
Doc No(s) A-72610352



1 2/6 ICL  
B-33420209

/s/ LESLIE T. KOBATA  
REGISTRAR

LAND COURT

REGULAR SYSTEM

Return by Mail ☒ Pick-Up ☐

TO:  
COUNTY OF MAUI  
Department of Water Supply  
Engineering Division  
200 South High Street, 5th Floor  
Wailuku, Maui, Hawaii 96793

TITLE GUARANTY OF HAWAII HAS  
FILED THIS DOCUMENT FOR RECORD  
AS AN ACCOMMODATION ONLY. THIS  
DOCUMENT HAS NOT BEEN  
REVIEWED OR IN ANY WAY EXAMINED  
AS TO ITS EFFECT ON REAL PROPERTY.

PS  
②

TG ACCOM 514869C

TITLE OF DOCUMENT:

WATERLINE EASEMENT  
EASEMENT "U-8"

PARTIES TO DOCUMENT:

GRANTOR: HBT OF MAUI LANI LLC  
220 South King Street, Suite 960  
Honolulu, Hawaii 96813

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

TAX MAP KEY NOS: (2)3-8-099:109, 110, 111, 112, 113, 114, 115,  
116, 117, 118, 119, 120, 121, 122, 123, 124, 135, 136, 137, 215  
& 218 Total No. of Pages 18

Exhibit "1"

(1 for ea. Tmk (21))  
071 057 - 071 077

**WATERLINE EASEMENT**  
**(Easement "U-8")**

THIS GRANT is effective as of the 31<sup>st</sup> day of October, 2019, and is entered into by and between HBT OF MAUI LANI LLC, a Hawaii limited liability company, whose address is 220 South King Street, Suite 960, 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").

W I T N E S S E T H:

That the Grantor, pursuant to Section 3.44.015 F.2., Maui County Code, and in consideration of the sum of TEN DOLLARS (\$10.00) 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, and convey unto the Grantee, its successors and assigns, a perpetual, nonexclusive easement over, under, across and through those portions of that certain real property situate at Wailuku, Maui, Hawaii, and designated as Tax Map Key Nos. (2)3-8-099:109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 135, 136, 137, 215 and 218, (the "Property"), being Easement "U-8", as more particularly described in Exhibit "A" and shown on Exhibit "B", both attached hereto and made a part hereof, hereinafter referred to as the "Easement Area".

The easement granted hereunder shall be for access to water meter and for waterline purposes, including the right to construct, reconstruct, install, maintain, operate, repair, replace, and remove such water meter, pipelines and related facilities, including other equipment and appurtenances necessary or expedient for the proper maintenance, operation or repair of such water meter or pipelines (collectively, the "Water System Improvements") installed within said easement in connection with the construction of Increment 4 of Maui Lani Phase 6 Subdivision, SD Project No. 05-079.

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 for or specified by the Grantor for such purposes, as reasonably required in connection with the rights granted herein.

AND, the Grantor hereby covenants with the Grantee that the Grantor is lawfully seized in fee simple of the described real property and that the Grantor has good right to convey the same as aforesaid; that the property is free and clear of all encumbrances affecting Grantor's conveyance described herein, and the Grantor will warrant and defend the same unto the Grantee, forever, against the lawful claims and demands of all persons.

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 of the Water System Improvements in the Easement Area, the Grantee shall restore the surface of the Easement Area damaged in the performance of said maintenance or repair work to its original condition to the extent such restoration is reasonably possible.

Notwithstanding the foregoing, 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 the Water System Improvements, 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 Grantor at the Grantor's expense.

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 seven and one-half feet of the centerline of any water pipeline or related appurtenance, referred to as the "Restricted 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 constructing and maintaining roadways within the Easement Area or from laying, constructing, operating, maintaining, repairing, or removing its own water pipelines, conduits or drains, or other utilities or facilities on or below the surface of the Easement Area, provided that such uses and roadways, water pipelines, conduits, drains or other utilities or facilities do not 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 Water System Improvements or other appurtenances in the Easement Area and shall defend, indemnify and hold harmless the Grantee from and against any and all claims, including loss to person or property, and damage to the Grantee's water pipelines, meters, fire hydrants, or other appurtenances in the Easement Area, resulting or arising from the Grantor's improvements to or activities within the Easement Area, from the 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 roadways, water pipelines, conduits, drains, or other utilities or facilities in the Easement Area.

The Grantor shall timely provide as-built plans/drawings of all existing and future improvements within the Easement Area to the Grantee.

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. The Grantor releases and waives any and all claims against the Grantee, its directors, officers, employees, contractors, agents, successors and assigns, for property damage, personal injury, or wrongful death arising from or in any way connected with the performance of any work or activities associated with Water System Improvements and/or the entry upon and the use of the Easement Area by the Grantee and anyone claiming under the Grantee.

Further, the Grantor shall defend, indemnify and hold harmless the Grantee, its directors, officers, employees,



contractors, agents, successors and assigns, 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 an act or omission of the Grantor, or of any person for whose acts or omissions Grantor shall be legally responsible, 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.

5. Damage to Water System Improvements. The Grantor, regardless of any prior approval granted by the Director of the Department of Water Supply 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 Water System Improvements when and to the extent such damages result from or arise out of an act or omission of the Grantor, or of any person for whose acts or omissions Grantor shall be legally responsible, 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 interfere with the Grantee's use and enjoyment of the Easement Area for the purposes stated herein.

7. Special Provisions Relating to Restriction of Public Road Access. If, and as long as, the Increment 4 of Maui Lani Phase 6 Subdivision shall restrict public access to the internal roads in the subdivision and the Easement Area, the Grantor and the Grantee hereby agree that the following covenants and conditions shall apply:

a. For all purposes of this easement, the term "Grantor" shall mean the Grantor named above and The Maui Lani Community Association, a Hawaii non-profit corporation (the homeowner's association of which the owners of all lots in the Increment 4 of Maui Lani Phase 6 Subdivision

shall be members, and which shall be responsible for holding, managing, maintaining and repairing all common areas within the subdivision, including the interior roads) (the "Association") and their respective successors in interest. The conditions and covenants set forth in this easement shall run with the land upon the conveyance of the interior roads to the Association, and upon any other or future transfer of title or interest thereof. At such time as HBT of Maui Lani LLC shall have conveyed to third parties all residential lots in the Increment 4 of Maui Lani Phase 6 Subdivision and the road lots to the Association so that it has no further ownership interest in any land in the subdivision, the term "Grantor" shall mean the Association only; and thereafter HBT of Maui Lani LLC shall have no further obligations or liabilities as "Grantor" hereunder (except for obligations and liabilities which shall have accrued or arisen prior to HBT of Maui Lani LLC's transfer of its last remaining property interest in the subdivision).

b. The Grantor will provide the Grantee with the means to gain access to the Easement Area in the form of keys, electronic bypass codes, or other devices which shall be located in a lock box at the entrance of the Increment 4 of Maui Lani Phase 6 Subdivision. The Grantor 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 Grantor will promptly place new keys, access codes, or devices 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 Water System Improvements shall be hindered, restricted or delayed as a result of the access to said roads by the public being restricted, the Grantor shall indemnify, defend, and hold harmless the Grantee from and against any and 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 Grantor shall at all times and at its sole expense 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 Grantor is obligated to indemnify the Grantee under any provision of this easement, and said policy or policies shall name the Grantee as an additional insured. The limits of public liability and property damage liability shall not be less than \$1,000,000 per person, per occurrence for personal injury and not less than \$100,000 per occurrence, per property for property damage liability. The Grantor shall provide the Grantee with certificates or copies of such policies from time to time as the Grantee may request to evidence the Grantor's compliance with this insurance requirement.

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:

HBT OF MAUI LANI LLC

By TOWNE DEVELOPMENT OF HAWAII,  
INC.  
Its Manager

By Brenda Oehlheiser  
BRENDA OHLHEISER  
Its Vice President

GRANTEE:

COUNTY OF MAUI

By Michael P. Victorino  
MICHAEL P. VICTORINO  
Its Mayor

APPROVED:

Jeffrey T. Pearson  
JEFFREY T. PEARSON, P.E.  
Director of Water Supply

REVIEWED AND APPROVED:

Rowena Dacdag-Andaya  
ROWENA DACDAG-ANDAYA  
Director of Public Works

ACCEPTED:

Scott Teruya  
SCOTT TERUYA  
Director of Finance

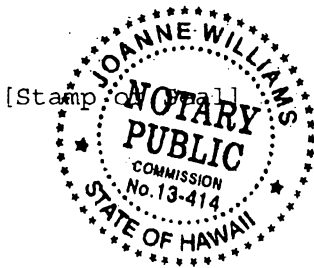
APPROVED AS TO FORM  
AND LEGALITY:

Jennifer M.P.E. Oana  
JENNIFER M.P.E. OANA  
Deputy Corporation Counsel

STATE OF HAWAII )  
 ) SS.  
COUNTY OF MAUI )

On this 16<sup>TH</sup> day of SEPTEMBER, 2019, before me personally appeared BRENDA OHLHEISER, 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.

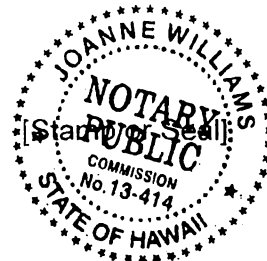


Joanne Williams  
Notary Public, State of HAWAII

Print Name: JOANNE WILLIAMS  
My commission expires 11/10/2021

My Commission Expires: \_\_\_\_\_

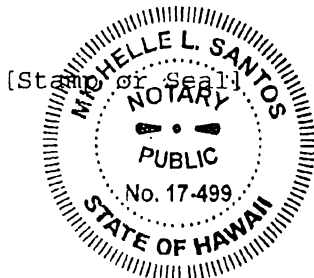
NOTARY PUBLIC CERTIFICATION			
Doc. Date:	<u>UNDATED</u>	# Pages:	<u>18</u>
Notary Name:	<u>JOANNE WILLIAMS</u>	Judicial Circuit:	<u>SECOND</u>
Doc. Description:	<u>WATERLINE EASEMENT</u> <u>EASEMENT "U-8"</u>		
Notary Signature:	<u>Joanne Williams</u>		
Date:	<u>SEP 16 2019</u>		



STATE OF HAWAII           )  
  ) SS.  
COUNTY OF MAUI         )

On this 31st day of October, 2019, before me personally appeared MICHAEL P. VICTORINO, 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 MICHAEL P. VICTORINO 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.



Michelle L. Santos  
Notary Public, State of Hawaii

Print Name: MICHELLE L. SANTOS

My commission expires: DEC 03 2021

NOTARY PUBLIC CERTIFICATION			
Doc. Date:	<u>10-31-19</u>	# Pages:	<u>17</u>
Notary Name:	<u>MICHELLE L. SANTOS</u>	Judicial Circuit:	<u>2nd</u>
Doc. Description:	<u>Waterline Easement</u> <u>U-8</u>		
Notary Signature:	<u>Michelle L. Santos</u>		
Date:	<u>10-31-19</u>		

**Maui Lani Phase 6 Increment 4 Subdivision  
Description of Easement U-8**

A Waterline Easement in favor of the County of Maui over and across a portion of Lot 218-A ('Olina Street) of Maui Lani Phase 6 Increment 4 Subdivision, also affecting a portion of Grant 3343 to Claus Spreckels at Wailuku, Maui, Hawaii and being more particularly described as follows:

Beginning at a point at the most southerly corner of this easement, the azimuth and distance from the northwesterly corner of Lot 39 of Maui Lani Phase 6 - Increment 1 Subdivision (File Plan 2495) and the northeasterly corner of Lot 40-A of Maui Lani Phase 6 Increment 4 Subdivision being:  $111^{\circ} 09'$  24.51 feet, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE" being: 4,477.45 feet South and 2,472.04 feet East and running by azimuths measured clockwise from True South:

1.  $112^{\circ} 00'$  78.24 feet along Lots 40-A, 41-A and 111-A of Maui Lani Phase 6 Increment 4 Subdivision, being also along the remainder of Grant 3343 to Claus Spreckels;
2. Thence along Lots 111-A, 112-A, 113-A, 114-A and 115-A of Maui Lani Phase 6 Increment 4 Subdivision, being also along the remainder of Grant 3343 to Claus Spreckels on a curve to the right, with the point of curvature azimuth from the radial point being:  $22^{\circ} 00'$  and the point of tangency azimuth from the radial point being:  $31^{\circ} 36' 48''$ , having a radius of 1,452.00 feet, the chord azimuth and distance being:  $116^{\circ} 48' 24''$  243.34 feet;

**EXHIBIT " A "**

3. Thence along Lots 115-A, 117-A, 118-A, 119-A, 120-A and 121-A of Maui Lani Phase 6 Increment 4 Subdivision, being also along the remainder of Grant 3343 to Claus Spreckels on a curve to the right, with the point of curvature azimuth from the radial point being:  $31^{\circ} 36' 48''$  and the point of tangency azimuth from the radial point being:  $70^{\circ} 50' 48''$ , having a radius of 386.00 feet, the chord azimuth and distance being:  $141^{\circ} 13' 48''$  259.18 feet;
4. Thence along Lots 121-A, 122-A and 123-A of Maui Lani Phase 6 Increment 4 Subdivision, being also along the remainder of Grant 3343 to Claus Spreckels on a curve to the right, with the point of curvature azimuth from the radial point being:  $70^{\circ} 50' 48''$  and the point of tangency azimuth from the radial point being:  $76^{\circ} 16' 06''$ , having a radius of 1,452.00 feet, the chord azimuth and distance being:  $163^{\circ} 33' 27''$  137.35 feet;
5. Thence along Lots 123-A and 124-A of Maui Lani Phase 6 Increment 4 Subdivision, being also along the remainder of Grant 3343 to Claus Spreckels on a curve to the left, with the point of curvature azimuth from the radial point being:  $256^{\circ} 16' 06''$  and the point of tangency azimuth from the radial point being:  $212^{\circ} 33'$ , having a radius of 75.00 feet, the chord azimuth and distance being:  $144^{\circ} 24' 33''$  55.85 feet;



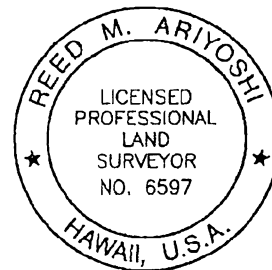
6. Thence along Lots 124-A and 125-A of Maui Lani Phase 6  
Increment 4 Subdivision,  
Lot 126 of Maui Lani Phase 6  
Subdivision (File Plan 2487)  
and Lot 127-A of Maui Lani  
Phase 6 Increment 4  
Subdivision, being also along  
the remainder of Grant 3343 to  
Claus Spreckels on a curve to  
the right, with the point of  
curvature azimuth from the  
radial point being:  
32° 33' and the point of  
tangency azimuth from the  
radial point being:  
155° 23' 50", having a radius  
of 48.50 feet, the chord  
azimuth and distance being:  
183° 58' 25" 85.18 feet;
7. Thence along Lots 127-A and 128-A of Maui Lani Phase 6  
Increment 4 Subdivision, being  
also along the remainder of  
Grant 3343 to Claus Spreckels  
on a curve to the left, with  
the point of curvature azimuth  
from the radial point being:  
335° 23' 50" and the point of  
tangency azimuth from the  
radial point being:  
307° 22', having a radius of  
102.00 feet, the chord azimuth  
and distance being:  
231° 22' 55" 49.40 feet;
8. 217° 22' 39.09 feet along Lot 128-A of Maui Lani  
Phase 6 Increment 4  
Subdivision, being also along  
the remainder of Grant 3343 to  
Claus Spreckels;

9. Thence along same on a curve to the left, with the point of curvature azimuth from the radial point being:  
307° 22' and the point of tangency azimuth from the radial point being:  
299° 52' 32", having a radius of 274.00 feet, the chord azimuth and distance being:  
213° 37' 16" 35.80 feet;
10. Thence along same on a curve to the left, with the point of curvature azimuth from the radial point being:  
299° 52' 32" and the point of tangency azimuth from the radial point being:  
208° 15' 55", having a radius of 20.00 feet, the chord azimuth and distance being:  
164° 04' 13.5" 28.68 feet;
11. Thence along Lot 225-A (Unahe Street) of Maui Lani Phase 6 Increment 4 Subdivision, being also along the remainder of Grant 3343 to Claus Spreckels on a curve to the left, with the point of curvature azimuth from the radial point being:  
28° 15' 55" and the point of tangency azimuth from the radial point being:  
23° 12' 52", having a radius of 1,026.00 feet, the chord azimuth and distance being:  
295° 44' 23.5" 90.42 feet;

12. Thence along Lot 135-A of Maui Lani Phase 6 Increment 4 Subdivision, being also along the remainder of Grant 3343 to Claus Spreckels on a curve to the left, with the point of curvature azimuth from the radial point being:  $203^{\circ} 12' 52''$  and the point of tangency azimuth from the radial point being:  $118^{\circ} 46' 30''$ , having a radius of 20.00 feet, the chord azimuth and distance being:  $70^{\circ} 59' 41''$  26.88 feet;
13. Thence along Lots 135-A and 136-A of Maui Lani Phase 6 Increment 4 Subdivision, being also along the remainder of Grant 3343 to Claus Spreckels on a curve to the right, with the point of curvature azimuth from the radial point being:  $298^{\circ} 46' 30''$  and the point of tangency azimuth from the radial point being:  $307^{\circ} 22'$ , having a radius of 326.00 feet, the chord azimuth and distance being:  $33^{\circ} 04' 15''$  48.84 feet;
14.  $37^{\circ} 22'$  40.23 feet along Lot 136-A of Maui Lani Phase 6 Increment 4 Subdivision, being also along the remainder of Grant 3343 to Claus Spreckels;

15. Thence along Lots 136-A and 137-A of Maui Lani Phase 6 Increment 4 Subdivision, being also along the remainder of Grant 3343 to Claus Spreckels on a curve to the left, with the point of curvature azimuth from the radial point being:  $127^{\circ} 22'$  and the point of tangency azimuth from the radial point being:  $78^{\circ} 32' 59''$ , having a radius of 77.00 feet, the chord azimuth and distance being:  $12^{\circ} 57' 29.5''$  63.64 feet;
16. Thence along Lots 137-A, 138-A and 139-A of Maui Lani Phase 6 Increment 4 Subdivision, being also along the remainder of Grant 3343 to Claus Spreckels on a curve to the left, with the point of curvature azimuth from the radial point being:  $78^{\circ} 32' 59''$  and the point of tangency azimuth from the radial point being:  $70^{\circ} 50' 48''$ , having a radius of 1,400.00 feet, the chord azimuth and distance being:  $344^{\circ} 41' 53.5''$  188.08 feet;
17. Thence along Lots 139-A, 209-A and 140-A of Maui Lani Phase 6 Increment 4 Subdivision, being also along the remainder of Grant 3343 to Claus Spreckels on a curve to the left, with the point of curvature azimuth from the radial point being:  $70^{\circ} 50' 48''$  and the point of tangency azimuth from the radial point being:  $31^{\circ} 36' 48''$ , having a radius of 334.00 feet, the chord azimuth and distance being:  $321^{\circ} 13' 48''$  224.26 feet;

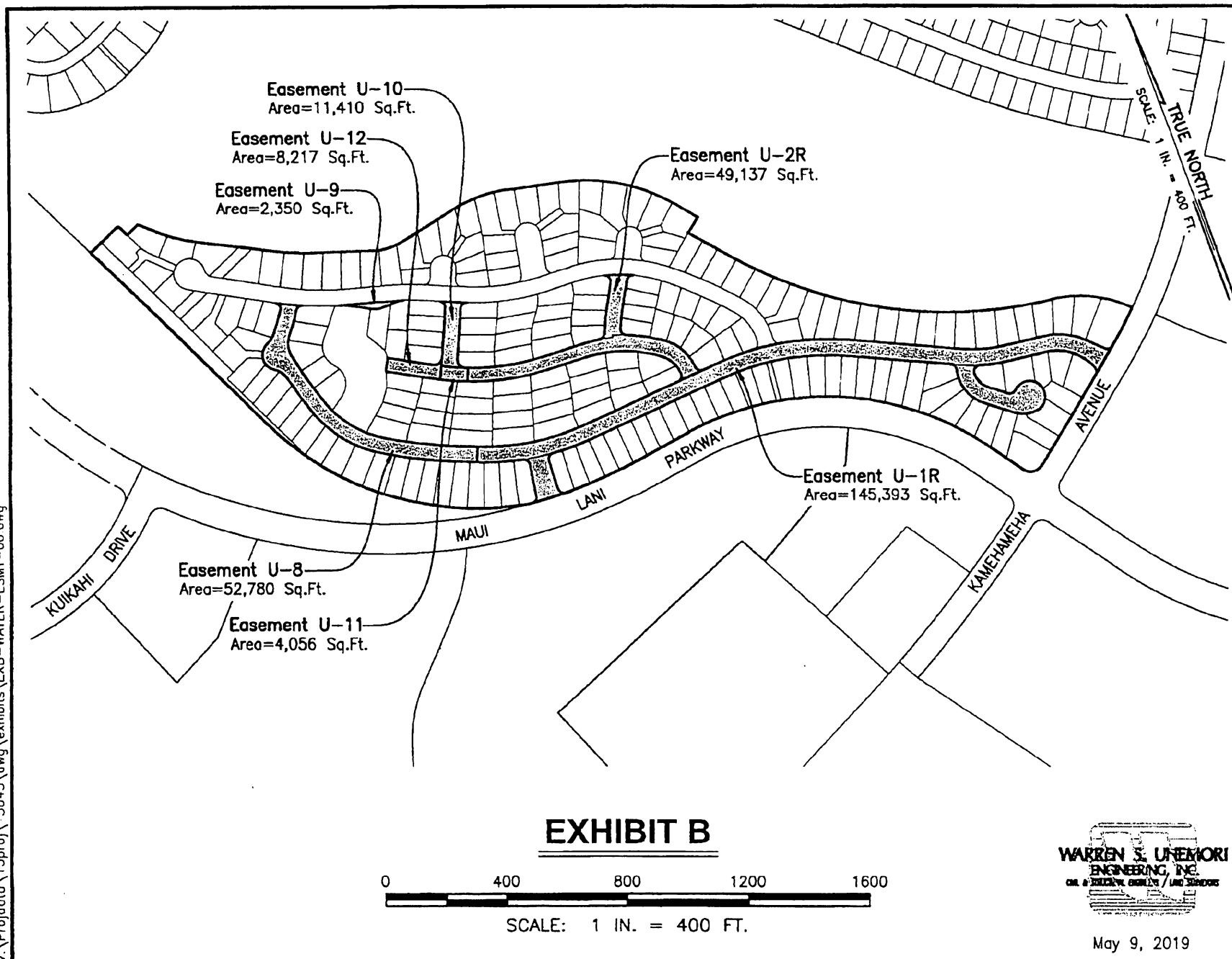
18. Thence along Lots 140-A, 204-A and 197-A of Maui Lani Phase 6 Increment 4 Subdivision, being also along the remainder of Grant 3343 to Claus Spreckels on a curve to the left, with the point of curvature azimuth from the radial point being:  $31^{\circ} 36' 48''$  and the point of tangency azimuth from the radial point being:  $22^{\circ} 00'$ , having a radius of 1,400.00 feet, the chord azimuth and distance being:  $296^{\circ} 48' 24''$  234.62 feet;
19.  $292^{\circ} 00'$  78.24 feet along Lot 197-A of Maui Lani Phase 6 Increment 4 Subdivision, being also along the remainder of Grant 3343 to Claus Spreckels;
20.  $22^{\circ} 00'$  52.00 feet along the remainder of Lot 218-A ('Olina Street) of Maui Lani Phase 6 Increment 4 Subdivision, being also along the remainder of Grant 3343 to Claus Spreckels, to the point of beginning and containing an Area of 52,780 Square Feet or 1.212 Acres, more or less.



WARREN S. UNEMORI ENGINEERING, INC.  
Wells Street Professional Center  
2145 Wells Street, Suite 403  
Wailuku, Maui, Hawaii 96793  
May 8, 2019

BY: Reed M. Ariyoshi 04/30/20 Exp.  
Licensed Professional Land Surveyor  
Certificate No. 6597

v:\Projdata\13proj\13043\dwg\exhibits\EXB-WATER-ESMT-00.dwg



LAND COURT

REGULAR SYSTEM

Return by Mail to:

COUNTY OF MAUI  
Department of Water Supply  
Engineering Division  
200 South High Street, 5<sup>th</sup> Floor  
Wailuku, Hawaii 96793

TITLE OF DOCUMENT:

PARTIAL CANCELLATION OF EASEMENT  
(Waterline)

PARTIES TO DOCUMENT:

GRANTOR: HBT OF MAUI LANI LLC  
220 South King Street, Suite 960  
Honolulu, Hawaii 96813

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

TAX MAP KEY NO.: (2)3-8-099:218

Total No. of Pages \_\_\_\_\_

Exhibit "2"

**PARTIAL CANCELLATION OF EASEMENT  
(Waterline)**

THIS PARTIAL CANCELLATION OF EASEMENT, is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between HBT OF MAUI LANI LLC, a Hawaii limited liability company, whose address is 220 South King Street, Suite 960, 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 "County").

W I T N E S S E T H:

WHEREAS, Grantor owns that certain parcel of land situate at Wailuku, Island and County of Maui, State of Hawaii, known as Lot 218-A of the Maui Lani Phase 6 Increment 4 Subdivision, designated as Tax Map Key No. (2) 3-8-099:218; and

WHEREAS, the County is the holder of an existing easement for water pipeline purposes, dated October 31, 2019 and recorded in the State of Hawaii Bureau of Conveyances (Doc No A-72610352), hereinafter referred to as the "Existing Waterline Easement"; and

WHEREAS, the Existing Waterline Easement is located on Grantor's Lot 218-A; and

WHEREAS, the County does not anticipate installing a waterline in a portion of the Existing Waterline Easement; and

WHEREAS, the County and Owners desire to partially cancel the Existing Waterline Easement only as it relates to the Existing Waterline Easement as described in Exhibit "A" and shown in Exhibit "B", attached hereto and made a part hereof;

NOW, THEREFORE, the County and the Owners do hereby agree that the Existing Waterline Easement is partially cancelled and shall be of no further force or effect only as to the portion of the Existing Waterline Easement located within Grantor's Lot 218-A.

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



GRANTOR:

HBT OF MAUI LANI LLC

By TOWNE DEVELOPMENT OF HAWAII, INC.  
Its Manager

By \_\_\_\_\_  
BRENDA OHLHEISER  
Its Vice President

GRANTEE:

COUNTY OF MAUI

By \_\_\_\_\_  
RICHARD T. BISSEN, JR.  
Its Mayor

APPROVED:

\_\_\_\_\_  
JOHN STUFFLEBEAN, P.E.  
Director of Water Supply

APPROVED AS TO FORM  
AND LEGALITY:

\_\_\_\_\_  
CALEB P. ROWE  
Deputy Corporation Counsel

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared BRENDA OHLHEISER, 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: _____
Doc. Description: _____	
_____	
_____	
_____	
Notary Signature: _____	
Date: _____	

[Stamp or Seal]

STATE OF HAWAII       )  
                              ) SS.  
COUNTY OF MAUI       )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared RICHARD T. BISSEN, JR., 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 RICHARD T. BISSEN, JR. acknowledged the said instrument to be the free act and deed of said County of Maui.

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

[Stamp or Seal]

\_\_\_\_\_  
Notary Public, State of Hawaii

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

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

[Stamp or Seal]

# EXHIBIT "A"

## Description of Portion of Easement U-8 (Waterline Easement)

A portion of Waterline Easement U-8 in favor of the County of Maui, over and across a portion of Lot 218-A ('Olina Street) of Maui Lani Phase 6 Increment 4 Subdivision, also affecting a portion of Grant 3343 to Claus Spreckels at Wailuku, Maui, Hawaii and being more particularly described as follows:

Beginning at a point at the most southerly corner of this easement, the azimuth and distance from the northwesterly corner of Lot 113-A and the northeasterly corner of Lot 114-A of Maui Lani Phase 6 Increment 4 Subdivision being:  $118^{\circ} 20' 50''$  34.94 feet, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE" being: 4,371.36 feet South and 2,238.67 feet East and running by azimuths measured clockwise from True South:

1. Thence along Lots 114-A and 115-A of Maui Lani Phase 6 Increment 4 Subdivision, being also along the remainder of Grant 3343 to Claus Spreckels on a curve to the right, with the point of curvature azimuth from the radial point being:  $29^{\circ} 02' 12''$  and the point of tangency azimuth from the radial point being:  $31^{\circ} 36' 48''$ , having a radius of 1,452.00 feet, the chord azimuth and distance being:  $120^{\circ} 19' 30''$  65.29 feet;

2. Thence along Lots 115-A, 117-A, 118-A, 119-A, 120-A and 121-A of Maui Lani Phase 6 Increment 4 Subdivision, being also along the remainder of Grant 3343 to Claus Spreckels on a curve to the right, with the point of curvature azimuth from the radial point being:  $31^{\circ} 36' 48''$  and the point of tangency azimuth from the radial point being:  $70^{\circ} 50' 48''$ , having a radius of 386.00 feet, the chord azimuth and distance being:  $141^{\circ} 13' 48''$  259.18 feet;
3. Thence along Lots 121-A, 122-A and 123-A of Maui Lani Phase 6 Increment 4 Subdivision, being also along the remainder of Grant 3343 to Claus Spreckels on a curve to the right, with the point of curvature azimuth from the radial point being:  $70^{\circ} 50' 48''$  and the point of tangency azimuth from the radial point being:  $76^{\circ} 16' 06''$ , having a radius of 1,452.00 feet, the chord azimuth and distance being:  $163^{\circ} 33' 27''$  137.35 feet;
4. Thence along Lots 123-A and 124-A of Maui Lani Phase 6 Increment 4 Subdivision, being also along the remainder of Grant 3343 to Claus Spreckels on a curve to the left, with the point of curvature azimuth from the radial point being:  $256^{\circ} 16' 06''$  and the point of tangency azimuth from the radial point being:  $212^{\circ} 33'$ , having a radius of 75.00 feet, the chord azimuth and distance being:  $144^{\circ} 24' 33''$  55.85 feet;

5. Thence along Lots 124-A and 125-A of Maui Lani Phase 6  
Increment 4 Subdivision,  
Lot 126 of Maui Lani Phase 6  
Subdivision (File Plan 2487)  
and Lot 127-A of Maui Lani  
Phase 6 Increment 4  
Subdivision, being also along  
the remainder of Grant 3343 to  
Claus Spreckels on a curve to  
the right, with the point of  
curvature azimuth from the  
radial point being:  
32° 33' and the point of  
tangency azimuth from the  
radial point being:  
155° 23' 50", having a radius  
of 48.50 feet, the chord  
azimuth and distance being:  
183° 58' 25" 85.18 feet;
6. Thence along Lots 127-A and 128-A of Maui Lani Phase 6  
Increment 4 Subdivision, being  
also along the remainder of  
Grant 3343 to Claus Spreckels  
on a curve to the left, with  
the point of curvature azimuth  
from the radial point being:  
335° 23' 50" and the point of  
tangency azimuth from the  
radial point being:  
307° 22', having a radius of  
102.00 feet, the chord azimuth  
and distance being:  
231° 22' 55" 49.40 feet;
7. 217° 22' 39.09 feet along Lot 128-A of Maui Lani  
Phase 6 Increment 4  
Subdivision, being also along  
the remainder of Grant 3343 to  
Claus Spreckels;

8. Thence along same on a curve to the left, with the point of curvature azimuth from the radial point being:  
307° 22' and the point of tangency azimuth from the radial point being:  
299° 52' 32", having a radius of 274.00 feet, the chord azimuth and distance being:  
213° 37' 16" 35.80 feet;
9. Thence along same on a curve to the left, with the point of curvature azimuth from the radial point being:  
299° 52' 32" and the point of tangency azimuth from the radial point being:  
208° 15' 55", having a radius of 20.00 feet, the chord azimuth and distance being:  
164° 04' 13.5" 28.68 feet;
10. Thence along Lot 225-A (Unahe Street) of Maui Lani Phase 6 Increment 4 Subdivision, being also along the remainder of Grant 3343 to Claus Spreckels on a curve to the left, with the point of curvature azimuth from the radial point being:  
28° 15' 55" and the point of tangency azimuth from the radial point being:  
23° 12' 52", having a radius of 1,026.00 feet, the chord azimuth and distance being:  
295° 44' 23.5" 90.42 feet;

11. Thence along Lot 135-A of Maui Lani Phase 6 Increment 4 Subdivision, being also along the remainder of Grant 3343 to Claus Spreckels on a curve to the left, with the point of curvature azimuth from the radial point being: 203° 12' 52" and the point of tangency azimuth from the radial point being: 118° 46' 30", having a radius of 20.00 feet, the chord azimuth and distance being: 70° 59' 41" 26.88 feet;
12. Thence along Lots 135-A and 136-A of Maui Lani Phase 6 Increment 4 Subdivision, being also along the remainder of Grant 3343 to Claus Spreckels on a curve to the right, with the point of curvature azimuth from the radial point being: 298° 46' 30" and the point of tangency azimuth from the radial point being: 307° 22', having a radius of 326.00 feet, the chord azimuth and distance being: 33° 04' 15" 48.84 feet;
13. 37° 22' 40.23 feet along Lot 136-A of Maui Lani Phase 6 Increment 4 Subdivision, being also along the remainder of Grant 3343 to Claus Spreckels;



14. Thence along Lots 136-A and 137-A of Maui Lani Phase 6  
Increment 4 Subdivision, being  
also along the remainder of  
Grant 3343 to Claus Spreckels  
on a curve to the left, with  
the point of curvature azimuth  
from the radial point being:  
127° 22' and the point of  
tangency azimuth from the  
radial point being:  
78° 32' 59", having a radius of  
77.00 feet, the chord azimuth  
and distance being:  
12° 57' 29.5" 63.64 feet;
15. Thence along Lots 137-A, 138-A and 139-A of Maui Lani Phase 6  
Increment 4 Subdivision, being  
also along the remainder of  
Grant 3343 to Claus Spreckels  
on a curve to the left, with  
the point of curvature azimuth  
from the radial point being:  
78° 32' 59" and the point of  
tangency azimuth from the  
radial point being:  
70° 50' 48", having a radius of  
1,400.00 feet, the chord  
azimuth and distance being:  
344° 41' 53.5" 188.08 feet;
16. Thence along Lots 139-A, 209-A and 140-A of Maui Lani Phase 6  
Increment 4 Subdivision, being  
also along the remainder of  
Grant 3343 to Claus Spreckels  
on a curve to the left, with  
the point of curvature azimuth  
from the radial point being:  
70° 50' 48" and the point of  
tangency azimuth from the  
radial point being:  
31° 36' 48", having a radius of  
334.00 feet, the chord azimuth  
and distance being:  
321° 13' 48" 224.26 feet;

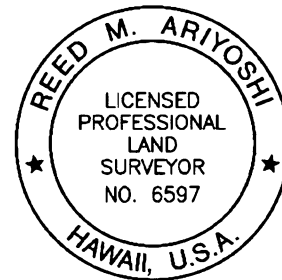
17. Thence along Lot 140-A of Maui Lani Phase 6 Increment 4

Subdivision, being also along the remainder of Grant 3343 to Claus Spreckels on a curve to the left, with the point of curvature azimuth from the radial point being:  $31^{\circ} 36' 48''$  and the point of tangency azimuth from the radial point being:  $29^{\circ} 02' 05''$ , having a radius of 1,400.00 feet, the chord azimuth and distance being:  $300^{\circ} 19' 26.5''$  63.00 feet;

18.  $29^{\circ} 05' 23''$

52.00 feet along the remainder of Lot 218-A ('Olina Street) of Maui Lani Phase 6 Increment 4

Subdivision, being also along the remainder of Grant 3343 to Claus Spreckels, to the point of beginning and containing an Area of 39,604 Square Feet or 0.909 Acres, more or less.



WARREN S. UNEMORI ENGINEERING, INC.  
Wells Street Professional Center  
2145 Wells Street, Suite 403  
Wailuku, Maui, Hawaii 96793  
August 25, 2023

BY: Reed M. Ariyoshi 04/30/24 Exp.  
Licensed Professional Land Surveyor  
Certificate No. 6597

V:\Projdata\21PROJ\21062\Survey\Description\Desc - Portion of Esmt U-8 (To Be Cancelled).docx

