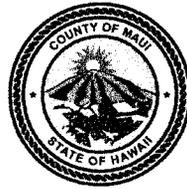


ALAN M. ARAKAWA
Mayor



RECEIVED
2017 JUN 27 AM 9:33
DANILO F. AGSALOG
Director
OFFICE OF THE MAYOR
MARK R. WALKER
Deputy Director

COUNTY OF MAUI
DEPARTMENT OF FINANCE
200 S. HIGH STREET
WAILUKU, MAUI, HAWAII 96793

June 27, 2017

Honorable Alan M. Arakawa
Mayor, County of Maui
200 South High Street
Wailuku, Hawaii 96793

For Transmittal to:

Honorable Alike Atay, Chair
Water Resources Committee
Maui County Council
200 South High Street
Wailuku, Hawaii 96793

Dear Chair Atay:

SUBJECT: ACCEPTANCE OF A WATERLINE EASEMENT (HALIIMAILE)
(WR-10)

Pursuant to your request dated June 23, 2017, the following are the Finance Department's responses.

1. When was the acquisition of the easement completed?

The effective date of the Waterline Easement is November 4, 2016 as stated on Page 1 of the Waterline Easement.

2. The only document attached to your transmittal is a document labeled Exhibit "B," which therefore appears incomplete. Please provide the rest of the document.

Enclosed please find a copy of the fully executed Waterline Easement.

RECEIVED
2017 JUN -3 AM 9:33
OFFICE OF THE
COUNTY COUNCIL
Al. Atay
6/30/17

3. Did the Director of Public Works review and approve a metes and bounds description of the easement before it was accepted? Please explain and provide a copy of the metes and bounds description.

The Public Works Director Reviewed and Approved the Waterline Easement. Please refer to Page 7 of the easement. The metes and bounds are contained in Exhibit A of the Waterline Easement. Finance will defer to the Department of Water Supply –Engineering Division for an explanation of the description.

4. Do you typically accept a map that does not have a certification stamp or signature of the preparer? Please explain.

Please refer to Department of Water Supply – Engineering for a response.

5. Did the Corporation Counsel review and approve as to form and legality the conveyance documents.

Yes, Corporation Counsel reviews and approves as to form and legality prior to routing for signatures. Please refer to Page 7.

Should you have any questions, please do not hesitate to contact my office at x7844.

Sincerely,



for DANILO F. AGSALOG
Director of Finance

NCG

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

May 17, 2017 8:01 AM

Doc No(s) A-63460457



1 1/1 ICL
8-32992753

/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

T/A 488443 C RS

TITLE OF DOCUMENT:

WATERLINE EASEMENT
15-FOOT WIDE EASEMENT "WL-1"

PARTIES TO DOCUMENT:

GRANTOR: LOT 3 LLC
P. O. Box 790267
Paia, Hawaii 96779

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

TAX MAP KEY NO: (2) 2-5-3:30
Subdivision File No. 2.3261

Total No. of Pages: 19

WATERLINE EASEMENT
(15-Foot Wide Easement "WL-1")

THIS GRANT is made this 4th day of November, 2016, by and between LOT 3 LLC, a Hawaii limited liability company, whose address is P. O. Box 790267, Paia, Hawaii 96779 (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 is the owner of that certain real property situate at Haliimaile, Maui, Hawaii, and designated as Tax Map Key No. (2) 2-5-3:30 (the "Property") as described in Exhibit "A" attached hereto and made a part hereof. 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 that portion of the Property shown as the clouded area on Exhibit "B" attached hereto and made a part hereof (hereinafter referred to as the "Easement Area").

Within twelve (12) months following final subdivision approval of Baldwin Ranch Estates Subdivision by the County of Maui, Grantor shall execute and deliver to the Department of Water Supply an amendment to this Waterline Easement, acceptable to Grantee, to describe the Easement Area by a surveyed description with metes and bounds and a survey map attached showing the Easement Area, stamped and signed by a licensed Hawaii land surveyor.

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 the Baldwin Ranch Estates Subdivision/Development.

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 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 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 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 damage, 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 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 water pipelines, conduits, drains, or other utilities or facilities 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; Release.

(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 or omission 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 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 the intentional, reckless or negligent 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 the intentional, reckless or negligent 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 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:

LOT 3 LLC

By JOLI JUMPER LLC
Its Manager

By _____
JOSHUA A. STONE
Its Manager

GRANTEE:

COUNTY OF MAUI

By _____
ALAN M. ARAKAWA
Its Mayor

APPROVED:

DAVID S. TAYLOR, P.E.
Director of Water Supply

REVIEWED AND APPROVED:

DAVID C. GOODE
Director of Public Works

ACCEPTED:

DANILO F. AGSALOG
Director of Finance

APPROVED AS TO FORM
AND LEGALITY:

JENNIFER M.P.E. OANA
Deputy Corporation Counsel

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On 04 Nov 2016, before me personally appeared JOSHUA A. STONE, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed this 19-page Waterline Easement dated 04 Nov 2016, in the Second Circuit of the State of Hawaii, as the free act and deed of such person(s), and if applicable, in the capacity(ies) shown, having been duly authorized to execute such instrument in such capacity(ies).




Print Name: Theresa J. Cook
Notary Public, State of Hawaii.

My commission expires: 10-07-2019

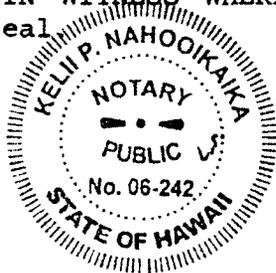
THERESA J. COOK
My Commission expires 10-07-2019



STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this 8th day of May, 2017, before me appeared ALAN M. ARAKAWA, to me personally known, who being by me duly sworn, did say that she 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 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.



Kelii P. Nahooikaika
Notary Public, State of Hawaii
Print Name: KELII P. NAHOOIKAIKA

My commission expires: 4.30.18

Date of Doc: <u>11.4.16</u>	# Pages: <u>9</u>
Name: <u>KELII P. NAHOOIKAIKA</u>	Second Circuit
Doc. Description: <u>waterline easement</u> <u>15-foot wide easement "WL-1"</u>	
<u>Kelii P. Nahooikaika</u> Notary Signature	
NOTARY CERTIFICATION	

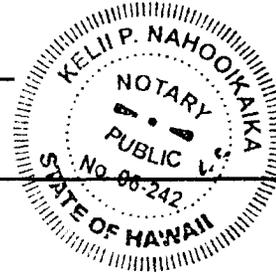


EXHIBIT A

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent 7512, Land Commission Award 11216, Apana 27 to M. Kekauonohi) situate, lying and being at Haliimaile, Makawao, Island and County of Maui, State of Hawaii, being LOT 3 of the "HALIIMAILE RESIDENTIAL LARGE LOT SUBDIVISION", as shown on Subdivision Map approved by the County of Maui, Department of Public Works, on May 4, 2009, LUCA 2.2958 and thus bounded and described as per survey dated December 19, 2014:

Beginning at the most northerly corner of this parcel of land at a point on the present southwesterly right-of-way of Baldwin Avenue (50.00 feet wide) being also the most easterly corner of Lot 11 (T.M.K. (2) 2-5-003:038) of said Haliimaile Residential Large Lot Subdivision, the coordinates of said point of beginning refer to Government Survey Triangulation Station "AHUPAI" being 12,726.61 feet north and 167.53 feet west and running by azimuths measured clockwise from true South:

Thence along said southwesterly right-of-way of Baldwin Avenue being also the northeasterly boundary of said Lot 3 the following twenty-eight (28) courses:

1. 293° 10' 20" 4.37 feet;
2. 296° 32' 20" 147.88 feet;
3. 298° 19' 20" 154.35 feet;

Thence on a curve to the left having a radius of 455.00 feet, the chord azimuth and distance being:

4. 278° 09' 20" 313.72 feet;
5. 257° 59' 20" 89.48 feet;

Thence on a curve to the right having a radius of 185.00 feet, the chord azimuth and distance being:

6. 306° 39' 20" 277.83 feet;
7. 355° 19' 20" 245.29 feet;

Thence on a curve to the left having a radius of 261.00 feet, the chord azimuth and distance being:

8. 317° 11' 50" 322.27 feet;
9. 279° 04' 20" 44.29 feet;
10. 274° 08' 41.72 feet;

Thence on a curve to the right having a radius of 196.00 feet, the chord azimuth and distance being:

11. $291^{\circ} 48' 30''$ 119.02 feet;
12. $309^{\circ} 29'$ 46.37 feet;
13. $318^{\circ} 56'$ 78.93 feet;
14. $320^{\circ} 38' 30''$ 101.39 feet;

Thence on a curve to the left having a radius of 356.00 feet, the chord azimuth and distance being:

15. $300^{\circ} 15'$ 248.09 feet;
16. $279^{\circ} 51' 30''$ 173.11 feet;
17. $282^{\circ} 18'$ 158.35 feet;

Thence on a curve to the right having a radius of 578.00 feet, the chord azimuth and distance being:

18. $294^{\circ} 38'$ 246.92 feet;
19. $306^{\circ} 58'$ 79.75 feet;
20. $305^{\circ} 19' 40''$ 158.95 feet;
21. $304^{\circ} 12'$ 182.71 feet;

Thence on a curve to the right having a radius of 506.00 feet, the chord azimuth and distance being:

22. $312^{\circ} 56' 30''$ 153.80 feet;
23. $321^{\circ} 41'$ 116.26 feet;
24. $324^{\circ} 22' 30''$ 239.96 feet;
25. $321^{\circ} 59' 30''$ 99.46 feet;
26. $319^{\circ} 39' 30''$ 136.23 feet;
27. $312^{\circ} 08' 30''$ 67.28 feet;

Thence on a curve to the left having a radius of 315.00 feet, the chord azimuth and distance being:

28. $305^{\circ} 55' 34.5''$ 68.21 feet;

Thence along the west corner of Baldwin Avenue (50.00 feet wide) and Haliimaile Road (30.00 feet wide) on a curve to the right having a radius of 30.00 feet, the chord azimuth and distance being:

29. 340° 02' 51.5" 38.84 feet;

Thence along the northwest right-of-way of Haliimaile Road (30.00 feet wide) being also the southeast boundary of said Lot 3 the following seven (7) courses:

30. 20° 23' 04" 234.77 feet;

Thence on a curve to the right having a radius of 475.09 feet, the chord azimuth and distance being:

31. 39° 07' 04" 305.16 feet;

32. 57° 51' 04" 445.20 feet;

Thence on a curve to the left having a radius of 1,545.29 feet, the chord azimuth and distance being:

33. 54° 00' 04" 207.52 feet;

34. 50° 09' 04" 168.90 feet;

Thence on a curve to the right having a radius of 1,515.00 feet, the chord azimuth and distance being:

35. 57° 10' 04" 370.14 feet;

36. 64° 11' 04" 39.93 feet to a point on said northwest right-of-way of Haliimaile Road intersecting the southwesterly boundary of said Lot 3 and the remainder of Royal Patent 7512, Land Commission Award 11216, Apana 27 to M. Kekauonohi (T.M.K. (2) 2-5-003:005);

Thence along said southwesterly boundary of Lot 3 of the Haliimaile Residential Large Lot Subdivision and remainder of Royal Patent 7512, Land Commission Award 11216, Apana 27 to M. Kekauonohi (T.M.K. (2) 2-5-003:005) the following thirty-three (33) courses:

37. 144° 29' 04" 59.62 feet;
38. 155° 07' 04" 221.10 feet;
39. 121° 45' 04" 278.00 feet;
40. 133° 15' 04" 114.60 feet;
41. 151° 14' 04" 473.60 feet;
42. 114° 52' 04" 165.50 feet;
43. 107° 40' 04" 152.20 feet;
44. 96° 49' 04" 151.80 feet;
45. 122° 09' 04" 180.80 feet;
46. 32° 54' 04" 367.05 feet;
47. 143° 44' 04" 119.30 feet;
48. 156° 25' 04" 82.10 feet;
49. 183° 15' 04" 118.80 feet;
50. 193° 20' 04" 157.10 feet;
51. 163° 57' 04" 27.80 feet;
52. 128° 22' 04" 75.30 feet;
53. 124° 40' 04" 95.10 feet;
54. 103° 22' 04" 79.40 feet;
55. 83° 23' 04" 111.60 feet;
56. 109° 58' 04" 98.00 feet;
57. 141° 18' 04" 92.20 feet;
58. 159° 27' 04" 128.40 feet;
59. 171° 42' 04" 64.70 feet;
60. 182° 18' 04" 36.50 feet;
61. 198° 14' 04" 132.00 feet;

- 62. 209° 56' 04" 69.00 feet;
- 63. 153° 54' 04" 47.10 feet;
- 64. 138° 43' 04" 66.20 feet;
- 65. 130° 41' 04" 101.00 feet;
- 66. 134° 46' 04" 85.60 feet;
- 67. 145° 39' 04" 90.70 feet;
- 68. 158° 34' 04" 131.80 feet;
- 69. 147° 35' 04" 183.60 feet to the shared boundary corner at the southwesterly terminus of that shared boundary line between said Lots 3 and 11 of the Haliimaile Residential Large Lot Subdivision;
- 70. 208° 30' 1,066.35 feet along said shared boundary line of Lots 3 and 11 of the Haliimaile Residential Large Lot Subdivision to the point of beginning and containing a gross area of 137.740 acres, more or less, and a net area of 133.725 acres, more or less, after excepting and excluding Parcel 4 (T.M.K. (2) 2-5-003:004) containing an area of 4.015 acres, more or less.

Being the premises conveyed by Limited Warranty Deed with Reservation of Easements, Covenants, Reservations and Restrictions from Alexander & Baldwin, LLC, a Hawaii limited liability company, successor by conversion to Alexander & Baldwin, Inc., as Grantor, to Lot 3 LLC, a Hawaii limited liability company, as Grantee, dated January 6, 2015, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. A-54870296.

SUBJECT, HOWEVER, TO:

- 1. Mineral and water rights of any nature in favor of the State of Hawaii.

2. Any and all existing roads, trails, and ditches as referenced on Tax Map.
3. New Hamakua Ditch as referenced on Tax Map.
4. LEASE OF RIGHT-OF-WAY dated August 5, 1960, recorded in Liber 3906 at Page 64, by and between HAWAIIAN COMMERCIAL AND SUGAR COMPANY, LIMITED, a Hawaii corporation, as Lessor, and MAUI ELECTRIC COMPANY, LIMITED, a Hawaii corporation, and HAWAIIAN TELEPHONE COMPANY, a Hawaii corporation, now known as HAWAIIAN TELCOM, INC., as Lessees, wherein the Lessor does hereby demise and lease unto the Lessees rights-of-way, each twenty-five (25) feet in width, over, across and under all lands owned and held by the Lessor situate on the Island and in the County of Maui, State of Hawaii, for a term of thirty-five (35) years from the date hereof, and thereafter from year to year until terminated.
5. GRANT
 - TO : ELOISE NICHOLS
 - DATED : June 30, 1969
 - RECORDED : Liber 6606 Page 373
 - GRANTING : a right of way for ingress egress from Baldwin Avenue to that certain parcel of land described in the Deed dated November 11, 1910, recorded in Liber 332 at Page 484, being more particularly described therein
6. GRANT
 - TO : MAUI ELECTRIC COMPANY, LIMITED and HAWAIIAN TELEPHONE COMPANY INCORPORATED, now known as HAWAIIAN TELCOM, INC.
 - DATED : December 13, 1983
 - RECORDED : Liber 17583 Page 80
 - GRANTING : a right and easement for utility purposes, as shown on map attached thereto
7. The terms and provisions contained in the following:
 - INSTRUMENT: SUBDIVISION AGREEMENT (AGRICULTURAL USE)
 - DATED : April 9, 2008
 - RECORDED : Document No. 2008-061473
 - PARTIES : ALEXANDER & BALDWIN, INC., "OWNER", and the COUNTY OF MAUI, through its Department of Planning
8. The terms and provisions contained in the following:

INSTRUMENT : AGREEMENT FOR ALLOCATION OF FURTHER
SUBDIVISION POTENTIAL

DATED : September 25, 2008
RECORDED : Document No. 2008-155298
PARTIES : ALEXANDER & BALDWIN, INC., "Subdivider", and
COUNTY OF MAUI, through its Department of Public
Works, a political subdivision of the State of Hawaii,
"County"

9. Matters arising out of, including any access and utility rights in favor of Royal Patent 7512, Land Commission Award 11216, Apana 27 to M. Kekauonohi, Tax Map Key (2) 2-5-003-004, located within Schedule C, said area being more particularly described as follows:

1. 48° 21' 04" 499.46 feet along Lot 3 of the Haliimaile Residential Large Lot Subdivision;
2. 140° 27' 04" 76.20 feet along same;
3. 168° 27' 04" 56.10 feet along same;
4. 182° 37' 04" 110.80 feet along same;
5. 188° 21' 04" 124.50 feet along same;
6. 172° 53' 04" 165.11 feet along same;
7. 181° 06' 04" 73.50 feet along same;
8. 192° 50' 04" 188.69 feet along same;
9. 318° 21' 04" 581.50 feet along same, to the point of beginning and containing an area of 4.015 acres, more or less.

10. Existing Drainage Reserve as shown on survey map prepared by Ken T. Nomura, Land Surveyor, dated October 27, 2005, last revised April 9, 2009, approved by the County of Maui, Department of Public Works, on May 4, 2009, Luca 2.2958.

11. No building, building construction to occur in the Drainage Reserve area unless contours and the 100 year flood inundation limits are provided, as set forth in survey map prepared by Ken T. Nomura, Land Surveyor, dated October 27, 2005, last revised April 9, 2009, approved by the County of Maui, Department of Public Works, on May 4, 2009, Luca 2.2958.

12. GRANT

TO : NADJA KOOLE and FRANCIS KOOLE, wife and

husband

DATED : November 15, 2012
RECORDED : Document No. A-47020542
GRANTING : a nonexclusive easement over, across and through Easement G-1 for access and utility purposes as shown on map attached thereto and being more particularly described therein

Said Grant was amended by FIRST AMENDMENT TO GRANT OF ACCESS EASEMENT dated January 6, 2015, recorded in the Bureau of Conveyances of the State of Hawaii as Document No.

Doc A - 54871233

13. Claims arising out of customary and traditional rights and practices, including without limitation those exercised for subsistence, cultural, religious, access or gathering purposes, as provided for in the Hawaii Constitution or the Hawaii Revised Statutes.
14. Any unrecorded leases and matters arising from or affecting the same.
15. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other matters which a correct survey or archaeological study would disclose.
16. Easement AD-1 for ditch access easement as referenced on the Boundary map prepared by Justin R. Shaw, Licensed Professional Land Surveyor, dated December 18, 2014, more particularly described as follows:

Beginning at the northwest corner of this easement being also a point on the present southwesterly side of Baldwin Avenue (50.00 feet wide) and the northeasterly boundary of said Lot 3, the true azimuth travers to said point of beginning being 301° 36' 44" a distance of 2,314.20 feet from the north corner of said Lot 3 being also the east corner of Lot 11 of said Haliimaile Residential Large Lot Subdivision on the southwest side of said Baldwin Avenue, the coordinates of said north corner of Lot 3 referred to Government Survey Triangulation Station "AHUPAI" being 12,726.61 feet north and 167.53 feet west and running by azimuths measured clockwise from true South:

1. 282° 18' 49.82 feet along said southwesterly side of Baldwin Avenue and said northeasterly side of Lot 3;
2. 288° 32' 44" 125.76 feet to a point;
3. 50° 56' 12" 160.54 feet to a point;
4. 163° 03' 58.91 feet to a point;
5. 142° 35' 10.02 feet to a point;

- 6. 125° 00' 56" 42.97 feet to a point;
- 7. 193° 36' 64.63 feet to the point of beginning and containing an area of 13,840 square feet, more or less.

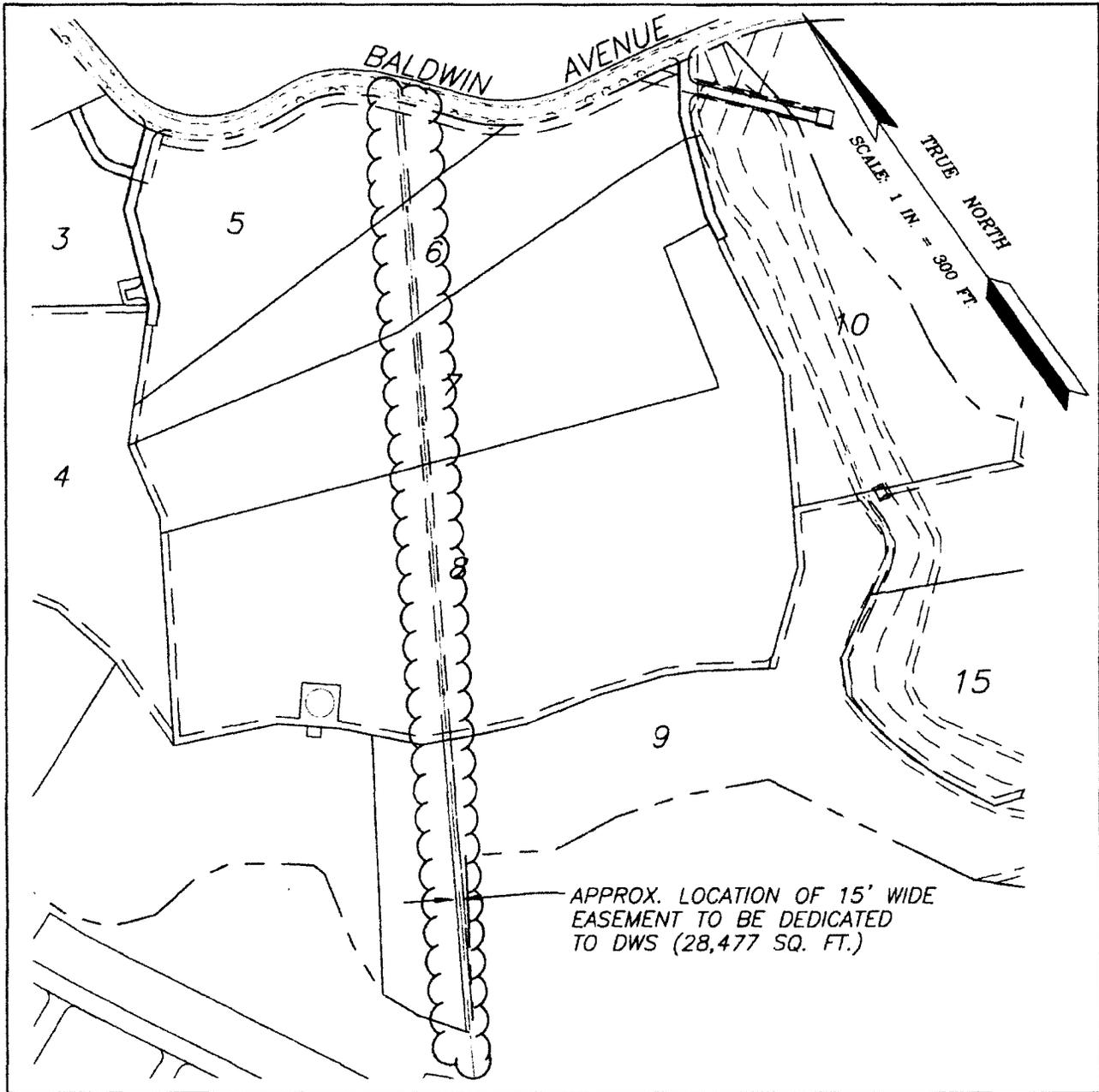
17. Easement D-1 for ditch purposes, and Easement DR3-1 for Drainage reserve purposes, as referenced on the Boundary map prepared by Justin R. Shaw, Licensed Professional Land Surveyor, dated December 18, 2014.

18. GRANT OF EASEMENTS

In Favor Of : ALEXANDER & BALDWIN, LLC, a Hawaii limited liability company
Dated : January 6, 2015
Recorded : _____, 2015 in the Bureau of Conveyances of the State of Hawaii as Document No. _____
Doc A - 54870294

19. GRANT OF EASEMENT (Waterline) January 09, 2015 8:01 AM

In Favor Of : ALEXANDER & BALDWIN, LLC, a Hawaii limited liability company
Dated : January 6, 2015
Recorded : _____, 2015 in the Bureau of Conveyances of the State of Hawaii as Document No. _____
Doc A - 54870296
January 09, 2015 8:01 AM



EASEMENT "WL-1"
 (15-FT. WIDE WATERLINE EASEMENT)

Being Parcel 030 of Tax Map Key: (2) 2-5-003
 SITUATED AT HALIIMAILE, MAKAWAO, MAUI, HAWAII

SIGNATURE	DATE
THIS PLAT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.	

PREPARED FOR: LOT 3 LLC P.O. BOX 790267 PAIA, HAWAII 96779	PREPARED BY:
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T.M.K.: (2) 2-5-003: 030

SCALE: 1 IN. = 300 FT.

DATE: SEPTEMBER 23, 2016