

WR-27

THE ORIGINAL OF THE DOCUMENT
RECORDED AS FOLLOWS:
STATE OF HAWAII

BUREAU OF CONVEYANCES

DATE OCT 10 2005 TIME 2:00 PM
DOCUMENT NO. 2005-205100

LAND COURT SYSTEM

REGULAR SYSTEM

Return by Mail () Pickup (X) To:

DEPT. OF LAND AND NATURAL RESOURCES
LAND DIVISION

Total Number of Pages 16
Tax Map Key No. (2)4-6-017:012

ASSIGNMENT OF RIGHTS UNDER DEED

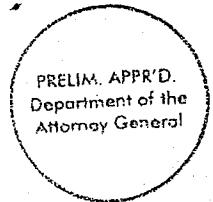
THIS AGREEMENT, entered into this 3rd day of October, 20 05, by and between the State of Hawaii, hereinafter referred to as the "Grantor," by its Board of Land and Natural Resources, called the "Board," and the COUNTY OF MAUI, DEPARTMENT OF WATER SUPPLY, whose address is 200 South High Street, Wailuku, Hawaii 96793, hereinafter referred to as the "Grantee," and HANS FRITZ MICHEL, husband of Emily Ann Michel, whose address is 1404 Olona Place, Lahaina, Maui, Hawaii 96761, hereinafter referred to as the "Owner";

WITNESSETH:

WHEREAS, by that certain Quitclaim Deed ("Deed") executed May 6, 1981, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 15554, Page 213, marked Exhibit "A" attached hereto and made a part hereof, Pioneer Mill Company, Limited, a Hawaii corporation, as grantor, issued to Hans Fritz Michel, husband of Emily Ann Michel, as grantee, that certain parcel of land situate at Paeohi, Moalii and Panaewa (Kanaha Valley), Lahaina, Maui, Hawaii; and

Received @ 8/2/06 WR mtg.
(Hans Michel)

55577_1



WHEREAS, the Deed contains condition B as found on Exhibit A on page 5; and

WHEREAS, the State of Hawaii has an interest as to a portion of the Deed land as set forth as Lot B, together with a non-exclusive easement for roadway and waterline, furthermore the State of Hawaii is permitted, without charge, to the use and possession of Lot B prior to the conveyance thereof to the State of Hawaii; and

WHEREAS, the Board of Water Supply of the County of Maui, a political subdivision of the State of Hawaii, hereinafter referred to as the "BWS," and Owner entered into that certain Agreement dated June 03, 1994; and

WHEREAS, Grantee has succeeded to the rights and obligations of BWS under the said Agreement; and

WHEREAS, at its meeting held on June 27, 2003, the Board authorized the assignment of the State of Hawaii's rights under said Deed to the County of Maui, Department of Water Supply, affecting tax map key no. (2) 4-6-017:012, consisting of well site containing an area of 8,348 square feet, more or less, and roadway and waterline easements containing an area of 29,246 square feet, more or less.

NOW, THEREFORE, the Grantor, for good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby, grant, bargain, sell, and convey unto the Grantee, Grantor's rights under said Deed more particularly depicted in said deed.

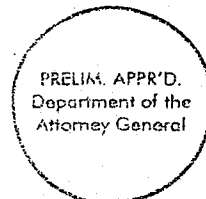
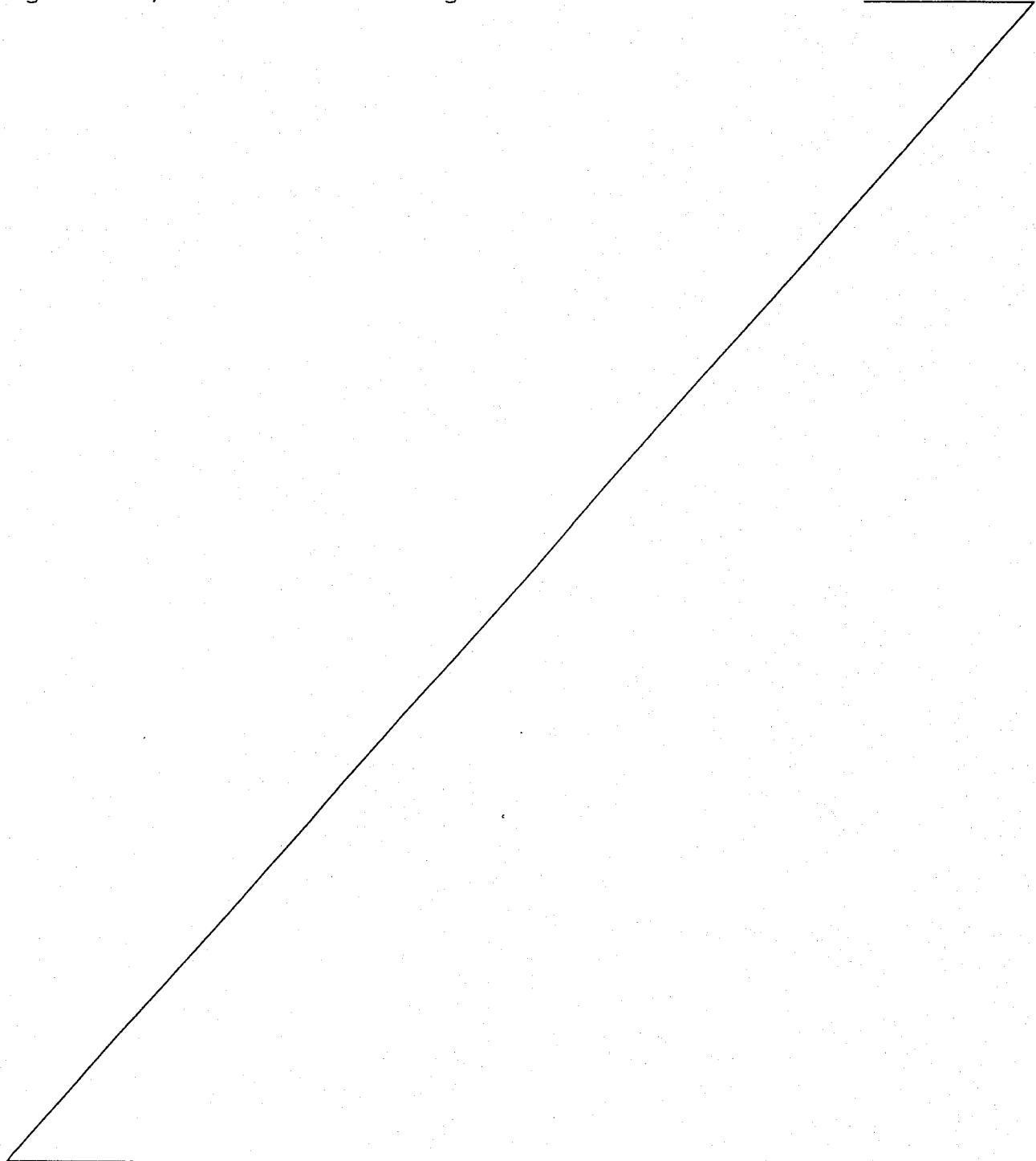
SUBJECT TO rights of native tenants and regulatory rights and ownership rights (if any) of the State of Hawaii established pursuant to state law including Chapter 6E, Hawaii Revised Statutes, over prehistoric or historic remains found in, on, or under the land.

TO HAVE AND TO HOLD the same together with all of the rights, easements, privileges and appurtenances thereunto belonging or in any ways appertaining or held and enjoyed therewith in fee simple unto said Grantee, its successors, and assigns, forever, except as noted herein.

The Owner has no objections to this assignment of rights under the Deed. The Owner and the Grantee agree that the ONE HUNDRED AND NO/100 DOLLARS (\$100.00) consideration as stated

in the Deed, is to be paid solely from other than the State of Hawaii.

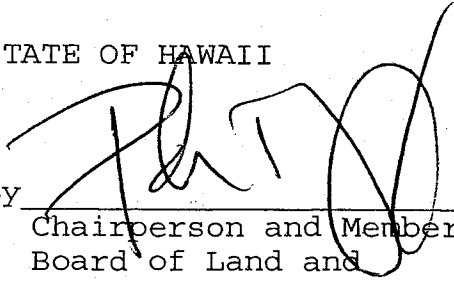
The BWS, Owner, and Grantee agree that this Assignment shall in no way affect the validity of the said June 03, 1994, Agreement, the same remaining in full force and effect.



IN WITNESS WHEREOF, the STATE OF HAWAII, the Grantor herein, has caused the seal of the Department of Land and Natural Resources to be hereunto affixed and these presents to be duly executed this 3rd day of October, 2005, and the Grantee herein, has caused these presents to be executed this 3rd day of June, 2005, both effective as of 3rd October, 2005.


Approved by the Board of Land and Natural Resources at its meeting held on June 27, 2003.

STATE OF HAWAII

By 
Chairperson and Member
Board of Land and
Natural Resources

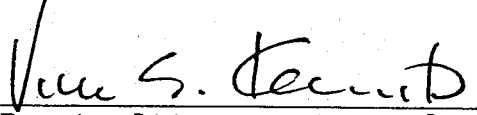
GRANTOR

COUNTY OF MAUI

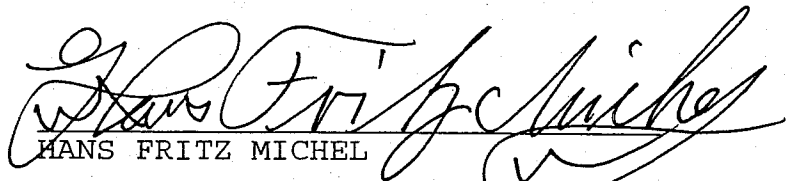
By 
ALAN M. ARAKAWA
Its Mayor

GRANTEE

APPROVED AS TO FORM:


Deputy Attorney General

Dated: 9/27/04


HANS FRITZ MICHEL

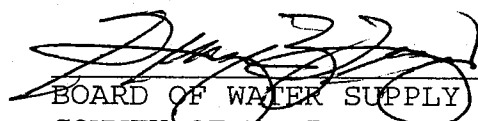
OWNER

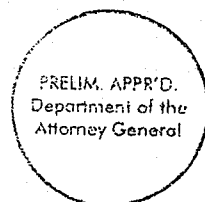
APPROVED AS TO FORM
AND LEGALITY:


Deputy Corporation Counsel

Dated: 7/26/05

APPROVED:


BOARD OF WATER SUPPLY
COUNTY OF MAUI



STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this _____ day of AUG 3 - 2005, 20 _____,
before me 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 said County of Maui, and that the said instrument was signed
and sealed on behalf of said County of Maui pursuant to 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.



Notary Public, State of Hawaii

LINDA K. TAMASHIRO

My commission expires: 10/19/06

PRELIM. APPR'D.
Department of the
Attorney General

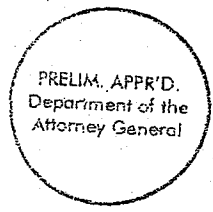
STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this 3 day of JUNE, 2005,
before me personally appeared HANS FRITZ MICHEL, 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.

Barbara P.H. Robert
Notary Public, State of Hawaii
Barbara P.H. Robert

My commission expires: 10.1.07

L.S.



81 MAY 19 AIO: 26

15554 213

LESLIE G. /
LEALMAN III, REGISTRAR

RECORDATION REQUESTED BY:

81- 50383

AFTER RECORDATION, RETURN TO:

AMFAC SUGAR
P.O. Box 320
Hon. HI 96801 ATTN: JOHN LEOMIS
945-8133
When completed: Mail ()
Pick up () Phone:

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

That PIONEER MILL COMPANY, LIMITED, a Hawaii corporation, whose principal place of business is in Lahaina, Maui, Hawaii, and whose mailing address is P. O. Box 727, Lahaina, Maui, Hawaii 96761, hereinafter called the "Grantor", in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration to it paid by HANS FRITZ MICHEL, husband of Emily Ann Michel, whose residence and post office address is 1404 Olona Place, Lahaina, Maui, Hawaii 96761, hereinafter called the "Grantee", the receipt of which is hereby acknowledged, does hereby remise, release and forever quitclaim unto the Grantee and his heirs and assigns, all of the Grantor's right, title and interest in and to:

ALL of that certain parcel of land situate at Paeohi, Moalii and Panaewa (Kanaha Valley), Lahaina, Maui, Hawaii, described in Exhibit "A" attached hereto and made a part hereof, subject, however, to the exceptions and reservations set forth in said Exhibit "A":

TO HAVE AND TO HOLD the same unto the Grantee and his heirs and assigns, forever, subject as aforesaid;

AND the Grantee hereby covenants and agrees with the Grantor that in the event the Grantee shall desire to sell the parcel of land herein quitclaimed, the Grantee shall first offer the parcel to the Grantor for the price and on the terms of the intended sale. The Grantor shall have ninety (90) days

CERTIFICATE FILED
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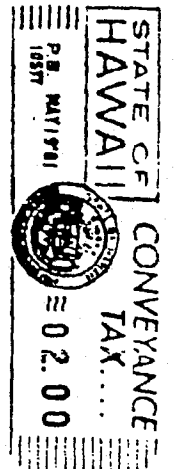


EXHIBIT A

from the date of such offer in which to accept or reject the same. These conditions and restrictions shall inure to the benefit of the Grantor and its successors and assigns and shall be binding on the Grantee, his heirs and assigns, and shall continue in full force and effect for twenty-one (21) years from the date of death of the Grantee.

IN WITNESS WHEREOF, the Grantor and the Grantee have executed these presents this 6th day of May, 1980.

22
2p

PIONEER MILL COMPANY, LIMITED

BY J. E. Loomis
Its VICE PRESIDENT

BY Barbara Wilson
Its SECRETARY

Grantor

Hans Fritz Michel
Hans Fritz Michel

Grantee

ALL of that certain parcel of land, being all of Royal Patent 4388, Land Commission Award 8452, Apana 3 to Keohokalole, Royal Patent 2399, Land Commission Award 10667, Apana 3 to Pikanele, Land Commission Award 3702, Apana 1 to David Malo, and a portion of Land Commission Award 11216 to Kekauonohi, situated at Paeohi, Moalii and Panaewa (Kanaha Valley), Lahaina, Maui, Hawaii.

Beginning at the Northeast corner of this lot, the coordinates of said point of beginning referred to Government Survey Triangulation Station "Laina" being:

1,714.32 feet South
4,966.57 feet East

and running by azimuths measured clockwise from true South:

15°	20'	00"	58.00	feet along Lot D-1 (Map 3) of Land Court Application 403 (Lahainaluna School Lands);
68°	00'	00"	30.00	feet along same;
100°	40'	00"	89.17	feet along same;
100°	40'	00"	310.83	feet along same;
118°	57'	00"	302.30	feet along same;
109°	30'	00"	219.00	feet along same;
125°	00'	00"	133.00	feet along same;
114°	00'	00"	67.00	feet along same;
191°	38'	00"	262.00	feet along same;
298°	00'	00"	195.00	feet along same;
330°	30'	00"	85.00	feet along same;
349°	20'	00"	61.00	feet along same;
294°	00'	00"	125.00	feet along same;
154°	00'	00"	16.50	feet along same;
285°	00'	00"	126.10	feet along same;
178°	00'	00"	15.00	feet along same;
286°	00'	00"	110.00	feet along same;
293°	00'	00"	10.00	feet along same;
12°	15'	00"	105.75	feet along remainder of said L. C. Aw. 11216 to Kekauonohi;
281°	25'	00"	98.16	feet along line common to said L. C. Aw. 11216 to Kekauonohi and said L. C. Aw. 3702, Ap. 1 to David Malo;

289°	00'	00"	90.00	feet along Lot D-1 (Map 3) of Land Court Application 403 (Lahainaluna School Lands);
279°	30'	00"	60.00	feet along same;
307°	00'	00"	150.00	feet along same;
280°	00'	00"	120.00	feet along same to the point of beginning and containing an area of 4.390 acres.

Excepting and reserving unto the Grantor and its successors and assigns and others entitled thereto:

I. A 20-foot wide easement for roadway and waterline purposes over, under and across said land in favor of all other lands owned by the Grantor in Kanaha Valley, which easement is more particularly described as follows:

Beginning at the Northwest corner of this easement, said point being 11° 38' 00" 182.63 feet from the Northerly corner of said land, the coordinates of said point of beginning referred to Government Survey Triangulation Station "Laina" being:

1,306.76 feet South
3,905.20 feet East

and running by azimuths measured clockwise from true South:

1.	290°	15'	00"	117.08 feet along remainder of said L. C. Aw. 8452, Ap. 3 to Keohokalole;
2.	287°	00'	00"	147.84 feet along same;
3.	206°	00'	00"	38.41 feet along same;
4.	294°	00'	00"	20.01 feet along Lot D-1 (Map 3) of Land Court Application 403 (Lahainaluna School Lands);
5.	26°	00'	00"	37.49 feet along remainder of said L. C. Aw. 8452, Ap. 3 to Keohokalole;
6.	295°	05'	00"	33.63 feet along same;
7.	281°	10'	00"	41.66 feet along same;
8.	268°	20'	00"	100.81 feet along same and along remainder of said L. C. Aw. 10667, Ap. 3 to Pikanele;
9.	279°	00'	00"	56.48 feet along remainders of said L. C. Aw. 10667, Ap. 3 to Pikanele and said L. C. Aw. 11216 to Kekauonohi;

10.	262 ^o	30'	00"	40.77 feet along remainder of said L. C. Aw. 11216 to Kekauonohi;
11.	286 ^o	00'	00"	60.26 feet along Lot D-1 (Map 3) of Land Court Application 403 (Lahainaluna School Lands);
12.	293 ^o	00'	00"	10.00 feet along same;
13.	12 ^o	15'	00"	171.30 feet along remainders of said L. C. Aw. 11216 to Kekauonohi and said L. C. Aw. 3702, Ap. 1 to David Malo;
14.	290 ^o	15'	00"	58.22 feet along remainder of said L. C. Aw. 3702, Ap. 1 to David Malo;
15.	281 ^o	30'	00"	98.72 feet along same;
16.	322 ^o	30'	00"	35.13 feet along same;
17.	300 ^o	15'	00"	96.01 feet along same;
18.	280 ^o	40'	00"	52.62 feet along same;
19.	264 ^o	25'	00"	60.92 feet along same;
20.	10 ^o	00'	00"	20.76 feet along same;
21.	84 ^o	25'	00"	58.21 feet along remainder of said L. C. Aw. 3702, Ap. 1 to David Malo;
22.	100 ^o	40'	00"	58.91 feet along Lot D-1 (Map 3) of Land Court Application 403 (Lahainaluna School Lands);
23.	120 ^o	15'	00"	103.40 feet along remainder of said L. C. Aw. 3702, Ap. 1 to David Malo;
24.	142 ^o	30'	00"	16.37 feet along same;
25.	21 ^o	20'	00"	46.36 feet along same;
26.	100 ^o	40'	00"	20.35 feet along Lot D-1 (Map 3) of Land Court Application 403 (Lahainaluna School Lands);
27.	201 ^o	20'	00"	46.63 feet along remainder of said L. C. Aw. 3702, Ap. 1 to David Malo;
28.	101 ^o	30'	00"	84.71 feet along same;
29.	110 ^o	15'	00"	81.54 feet along same;
30.	192 ^o	15'	00"	180.91 feet along same and along remainder of said L. C. Aw. 11216 to Kekauonohi;

31. 106° 00' 00" 42.22 feet along remainder of said L. C. Aw. 11216 to Kekauonohi;
32. 82° 30' 00" 39.51 feet along same;
33. 99° 00' 00" 57.51 feet along same and along remainders of said L. C. Aw. 10667, Ap. 3 to Pikanele and said L. C. Aw. 8452 Ap. 3 to Keohokalole;
34. 88° 20' 00" 101.19 feet along remainder of said L. C. Aw. 8452, Ap. 3 to Keohokalole;
35. 101° 10' 00" 46.35 feet along same;
36. 115° 05' 00" 45.51 feet along same;
37. 107° 00' 00" 156.26 feet along same;
38. 110° 15' 00" 114.62 feet along same;
39. 191° 38' 00" 20.23 feet along Lot D-1 (Map 3) of Land Court Application 403 (Lahainaluna School Lands) to the point of beginning and containing an area of 28,377 square feet.

II. A 20-foot wide easement for roadway purposes over and across said land in favor of all other lands owned by the Grantor in Kanaha Valley, which easement is more particularly described as follows:

Beginning at the Northeast corner of this easement the coordinates of said point of beginning referred to Government Survey Triangulation Station "Laina" being:

1,693.49 feet South
4,848.39 feet East

and running by azimuths measured clockwise from true South:

1. 127° 00' 00" 22.45 feet along Lot D-1 (Map 3) of Land Court Application 403 (Lahainaluna School Lands);
2. 10° 00' 00" 51.33 feet along remainder of said L. C. Aw. 3702, Ap. 1 to David Malo;
3. 264° 25' 00" 20.76 feet along same;
4. 190° 00' 00" 35.56 feet along remainder of said L. C. Aw. 3702, Ap. 1 to David Malo to the point of beginning and containing an area of 869 square feet.

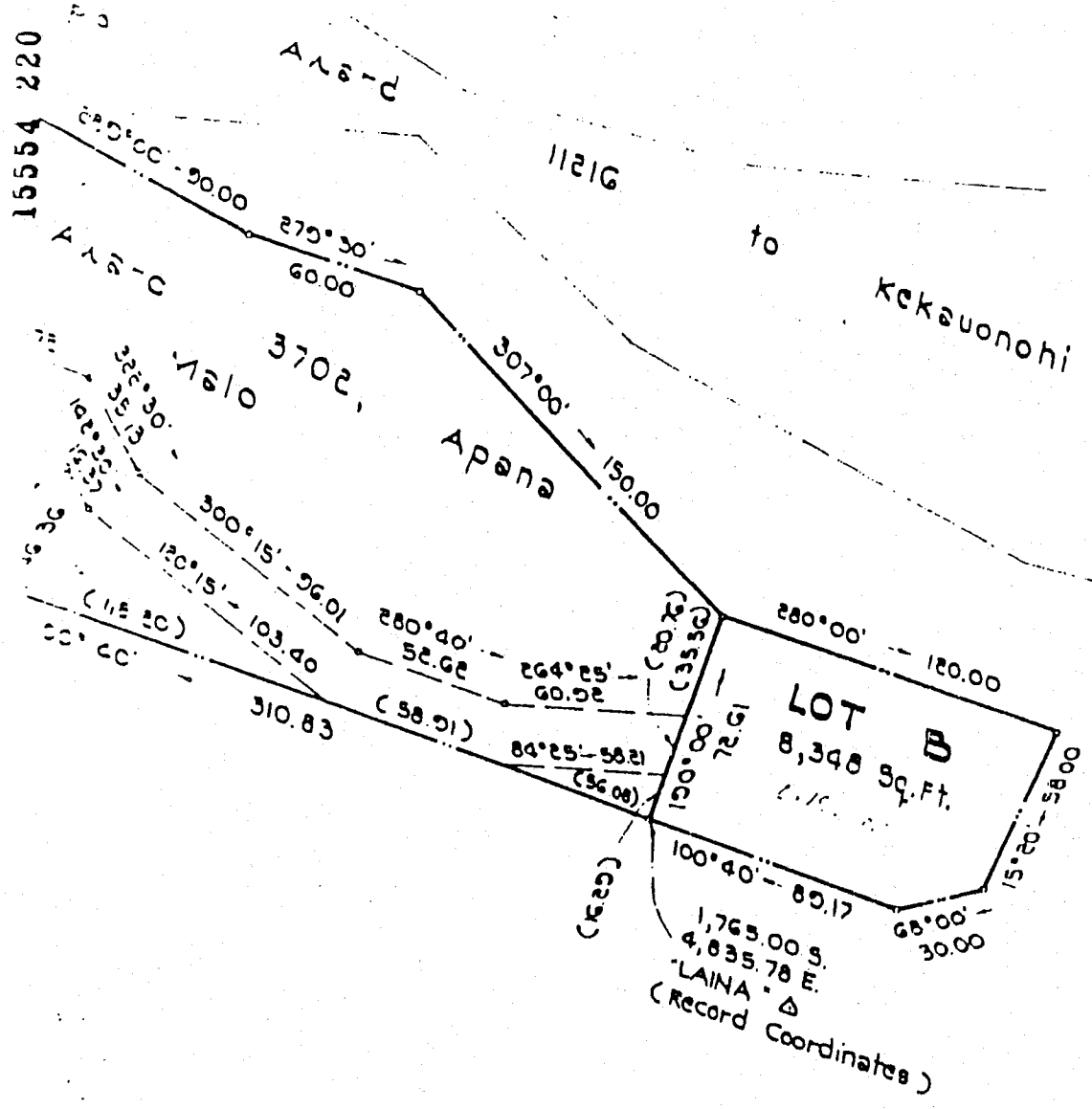
Reserving unto the Grantor the right to grant and convey to others easement rights over, under, through and/or across said easement areas described in I and II above without the consent of the Grantee.

Also excepting and reserving unto the Grantor and its successors and assigns all water rights, including but not limited to, ancient, appurtenant, prescriptive, riparian, surface and underground water rights, belonging to said land, arising or flowing thereon, including but not limited to the water in Kanaha Stream, and the right on the Grantor's own behalf or through persons authorized by it, to capture, divert or impound the same and to occupy and use so much of said land as may be required in the exercise of these reserved water rights.

SUBJECT, HOWEVER, to:

A. Grant of Easement dated September 22, 1980, in favor of Maui Electric Company, Limited, a Hawaii corporation, recorded in the Bureau of Conveyances at Honolulu in Book 15106, Page 201, granting a perpetual right and easement to build, construct, rebuild, reconstruct, maintain, operate and repair pole and wire line or lines and to use such poles, wires, guys, conduits and other appliances and equipment as may be necessary for the transmission and distribution of electricity to be used for light and power and communications and control circuits along, across, over, through and upon a portion of the land herein described.

B. Grantor has agreed to convey to the State of Hawaii, for the sum of \$100.00 ("consideration"), that portion of the land hereby conveyed shown designated as Lot B on the map attached hereto upon subdivision of Lot B from the land hereby conveyed, together with a non-exclusive easement for roadway and waterline, which easement is more particularly described in paragraph I above, and the Grantee, for himself, his heirs, personal representatives and assigns, hereby covenants and agrees with the Grantor and its successors and assigns to permit the State of Hawaii, without charge, to use and possess Lot B prior to the conveyance thereof to the State of Hawaii, and to convey Lot B, together with an easement as aforesaid, to the State of Hawaii upon subdivision of Lot B from the land hereby conveyed and to pay to the Grantor the consideration upon receipt thereof, and to indemnify and keep the Grantor indemnified against all claims, demands, damages, costs, counsel fees and expenses by reason of any breach of these covenants.



This work was prepared by me
or under my direct supervision

George F. Dew
Registered Professional
Land Surveyor No 2715-S

NOTES:

- 1) All azimuths and coordinates refer to Geodetic Survey Triangulation Station "LAINA".
- 2) Owners of adjoining land parcels shown are from the records of the State of Hawaii Department of Taxation.
- 3) a) Lot B is the Kanaha Well Number 14
b) Easement C is a roadway and water.

STATE OF HAWAII)
)
CITY AND COUNTY OF HONOLULU)

SS:

On this 30th day of April, 1981,
before me personally appeared J. E. LOOMIS and
BARBARA WILSON, to me personally known, who,

being by me duly sworn, did say that they are

VICE PRESIDENT and SECRETARY,

respectively, of PIONEER MILL COMPANY, LIMITED, a Hawaii corpo-
ration; that the seal affixed to the foregoing instrument is
the corporate seal of said corporation, and that said instru-
ment was signed and sealed on behalf of said corporation by
authority of its Board of Directors; and said

J. E. LOOMIS and BARBARA WILSON

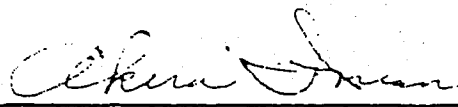
acknowledged that they executed the same as the free act and
deed of said corporation.

Susan A. Shurona
Notary Public
State of Hawaii
My commission expires: 3.26.83

15554 222

STATE OF HAWAII)
) SS:
COUNTY OF MAUI)

On this 6TH day of May, 1981,
before me personally appeared HANS FRITZ MICHEL, to me known
to be the person described in and who executed the foregoing
instrument and acknowledged that he executed the same as his
free act and deed.



Notary Public, Second Circuit
State of Hawaii
My commission expires: 12-13-84