

COUNCIL OF THE COUNTY OF MAUI
AGRICULTURE AND PUBLIC TRUST
COMMITTEE

June 4, 2021

Committee
Report No. _____

Honorable Chair and Members
of the County Council
County of Maui
Wailuku, Maui, Hawaii

Chair and Members:

Your Agriculture and Public Trust Committee, having met on May 18, 2021, makes reference to County Communication 20-486, from the Director of Water Supply, transmitting a proposed resolution entitled “APPROVING DISPOSITION OF NONEXCLUSIVE ACCESS EASEMENT DUE TO RELOCATION OF ACCESS ROAD FOR THE KAMOLE WEIR WATER TREATMENT PLANT.”

The purpose of the proposed resolution is to approve canceling an easement held by the County to allow access to the Kamole Weir Water Treatment Plant in Hamakuapoko, Makawao, Maui, Hawaii.

Your Committee notes that the Council’s Water, Infrastructure, and Transportation Committee (2019-2021 Council term) met on December 3, 2020.

Your Committee further notes an easement is a property interest granting the holder the right to use another party’s real property for a specific purpose. Under Section 46-66, Hawaii Revised Statutes, and Section 3.44.010, Maui County Code, Council approval is required to cancel an easement.

The Director of Water Supply provided your Committee with background information.

The Director said the easement is no longer necessary because new easement documents have been executed to allow Department of Water Supply employees other means to access the plant.

COUNCIL OF THE COUNTY OF MAUI
**AGRICULTURE AND PUBLIC TRUST
COMMITTEE**

Page 2

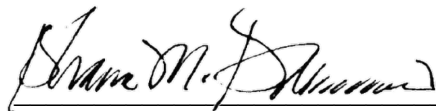
**Committee
Report No.** _____

Your Committee voted 7-0 to recommend adoption of the proposed resolution and filing of the communication. Committee Chair Sinenci, Vice-Chair Johnson, and members King, Lee, Molina, Paltin, and Rawlins-Fernandez voted “aye.”

Your Agriculture and Public Trust Committee RECOMMENDS the following:

1. That Resolution _____, attached hereto, entitled “APPROVING DISPOSITION OF NONEXCLUSIVE ACCESS EASEMENT DUE TO RELOCATION OF ACCESS ROAD FOR THE KAMOLE WEIR WATER TREATMENT PLANT,” be ADOPTED; and
2. That County Communication 20-486 be FILED.

This report is submitted in accordance with Rule 8 of the Rules of the Council.



SHANE M. SINENCI, Chair

Resolution

No. _____

APPROVING DISPOSITION OF NONEXCLUSIVE ACCESS EASEMENT DUE TO RELOCATION OF ACCESS ROAD FOR THE KAMOLE WEIR WATER TREATMENT PLANT

WHEREAS, the County of Maui Department of Water Supply is the holder of that certain Nonexclusive Easement dated May 20, 1982 and recorded in the Bureau of Conveyances of the State of Hawaii on August 3, 1982 in Liber 16497 at Page 686 ("Existing Easement"), attached hereto as Exhibit "A"; and

WHEREAS, the purpose of the Existing Easement was so that the County of Maui Department of Water Supply had access to its Kamole Weir Water Treatment Plant ("Kamole WTP") situated at Hamakuapoko, Makawao, Maui, Hawaii; and

WHEREAS, due to the development of the Kaluanui Ridge Subdivision, the location for access by the Department of Water Supply to and from the Kamole WTP had to be relocated; and

WHEREAS, the owners of the parcels of real property upon which a new access road lies have executed new access easements in favor of the County of Maui so that the Department of Water Supply can continue to have access to the Kamole WTP, attached hereto as Exhibits "B-1" and "B-2"; and

WHEREAS, because there will be new access easements granted in favor of the County of Maui, the owners of the parcels of real property upon which the old access road was and the Department of Water Supply desire to cancel the Existing Easement through cancellations of nonexclusive easement, attached hereto as Exhibits "C-1" and "C-2"; and

WHEREAS, the Existing Easement is considered "real property," pursuant to Section 3.44.010, Maui County Code ("MCC"); and

Resolution No. _____

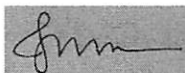
WHEREAS, the disposition of the Existing Easement by way of cancellation is in the public interest because it furthers the public purpose of attaining a new and sufficient access easement for the Kamole WTP; and

WHEREAS, disposition of real property, pursuant to Section 3.44.020, MCC, requires the authorization of the Council by resolution; now, therefore,

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

1. That it finds that disposition of the Existing Easement by cancellation is in the public interest; and
2. That it approves the disposition of the Existing Easement by cancellation; and
3. That certified copies of this resolution be transmitted to the Mayor, the Director of Water Supply, and the Director of Finance.

APPROVED AS TO FORM AND
LEGALITY:

 2020.09.03
10:31:40 -10'00'

JENNIFER M.P.E. OANA
Department of the Corporation Counsel
County of Maui

#2120E

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

RECORDATION REQUESTED BY:

BUREAU OF CONVEYANCES

County of Maui

Received for record this AUG 3 1982

AFTER RECORDATION, RETURN TO:

Office of the County Clerk
County of Maui
Wailuku, Hawaii 96793

at 12:44 P.M. and

recorded in Liber 16497 686

RETURN BY: MAIL (X)

NONEXCLUSIVE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That MAUI LAND & PINEAPPLE CO., INC., a Hawaii corporation whose principal place of business is at Kahului, Maui, Hawaii 96732, hereinafter called "Grantor", in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable consideration to it paid by the DEPARTMENT OF WATER SUPPLY, COUNTY OF MAUI, a political subdivision of the State of Hawaii, hereinafter called "Grantee", the receipt whereof is hereby acknowledged, does hereby, subject to the restrictions and conditions hereinafter contained, grant and convey unto Grantee, its successors and assigns, nonexclusive road easement to be exercised and enjoyed by Grantee, its successors and assigns, to cross through that parcel of land being a portion of L.C. Aw. 11216, Apana 27 to M. Kekauonohi, situate at Hamakuapoko, Makawao, Maui, Hawaii, containing an area of 1.279 acres, and more particularly described in Exhibit "A" attached hereto and made a part hereof.

TOGETHER ALSO with the right of ingress and egress to and from Grantor's adjoining lands to the nearest government road for the purpose of constructing, maintaining, and operating the Kamale Weir Water Treatment Plant.

The foregoing grant is made upon the following restric-

329 *60's file*

7/2 X.E

EXHIBIT " 1 "

EXHIBIT "A"

tions and conditions, which restrictions and conditions shall be binding upon Grantee and its legal successors and assigns:

1. Termination. Upon vacating, closing, abandonment, or discontinuance of use by Grantee of the Kamole Weir Water Treatment Plant and Pump Station, this grant immediately and without further act or deed by Grantor or Grantee shall be null and void and all of Grantee's rights and interests in such easement area or areas shall terminate.

2. Use by Grantor. The granting of said easement shall prevent Grantor, its heirs, executors, administrators, successors and assigns, from using said easement area for the construction of buildings, the planting of trees; or other obstructions which will interfere with the exercise by Grantee of the rights herein granted.

3. Indemnity. Grantee will indemnify and hold harmless Grantor and its successors and assigns and all persons occupying said easement area or land immediately adjacent thereto, either under lease or by permission of Grantor, from any and all claims and demands against them for any loss or damage or injury to persons or property, including the claims of their respective agents, servants and employees, that shall or may arise out of use of said easement area not proximately caused by the negligence of the party to be indemnified, its agents, servants, or employees acting within the course and scope of their employment; and from and against all damages, costs, counsel fees, expenses or liabilities incurred or resulting from any such claim or demand or any action or proceeding brought thereon.

TO HAVE AND TO HOLD the same unto Grantee and its legal successors and assigns, subject to the conditions hereinabove set forth.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed this 20th day of May, 1982.

Grantor:

MAUI LAND & PINEAPPLE CO., INC.

By Dennis K. Iwawaka
Its Secretary-Treasurer
By [Signature]
Its Vice President

Grantee:

DEPARTMENT OF WATER SUPPLY
COUNTY OF MAUI

By [Signature]
Its Director

APPROVED AS TO FORM AND LEGALITY:

[Signature]
Deputy Corporation Counsel
County of Maui

Grantee:

COUNTY OF MAUI

By [Signature]
Its Mayor

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this 20th day of May, 1982, before me personally appeared Dennis K. Swascha and J. Hatley, Jr., to me personally known, who, being by me duly sworn, did say that they are the Secretary-Treasurer and Vice President, respectively, of Maui Land & Pineapple Company, Inc. and that the seal affixed to the foregoing instrument is the corporate seal of said corporation by authority of its Board of Directors, and the said Dennis K. Swascha and J. Hatley, Jr. acknowledged said instrument to be the free act and deed of said corporation.

Dennis M. Muka
Notary Public, 2nd Judicial Circuit,
State of Hawaii

My commission expires: 4-29-84

LS

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this 7th day of July, 1982, before me appeared WILLIAM S. HAINES, to me personally known, who, being by me duly sworn, did say that he is the Director of the Department of Water Supply of the County of Maui, a political subdivision of the State of Hawaii, and that the seal affixed to the foregoing instrument is the lawful seal of the said County of Maui, and that the said instrument was signed and sealed on behalf of said County of Maui pursuant to rules and regulations of the Department of Water Supply, and the said WILLIAM S. HAINES, acknowledged the said instrument to be the free act and deed of the said County of Maui.

James D. Mulla
Notary Public, 2nd Judicial Circuit,
State of Hawaii
My commission expires: 4/19/86

STATE OF HAWAII)
 : SS.
COUNTY OF MAUI)

On this 29th day of July, 1982,
before me appeared HANNIBAL TAVARES, 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 instru-
ment is the lawful seal of the said County of Maui, and that
the said instrument was signed and sealed in behalf of said
County of Maui by authority of its Council, and the said
HANNIBAL TAVARES acknowledged the said instrument to be the
free act and deed of the said County of Maui.

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

Georgia K. Kawana
Notary Public, State of Hawaii
My commission expires: 11-15-85

DESCRIPTION OF ROAD EASEMENT

All of that certain parcel of land being a portion of Land Commission Award 11216, Apana 27 to M. Kekauonohi, situate Hamakuapoko, Makawao, Maui, Hawaii, more particularly described as a 25-foot wide strip of land, the centerline being described as follows:

Beginning at a point on the northerly end of this easement, on the southerly side of Waiioa Ditch Tunnel, the coordinates of said point of beginning referred to Government Survey Triangulation Station "Puunene" being:

7,180.52 feet South
23,136.89 feet East

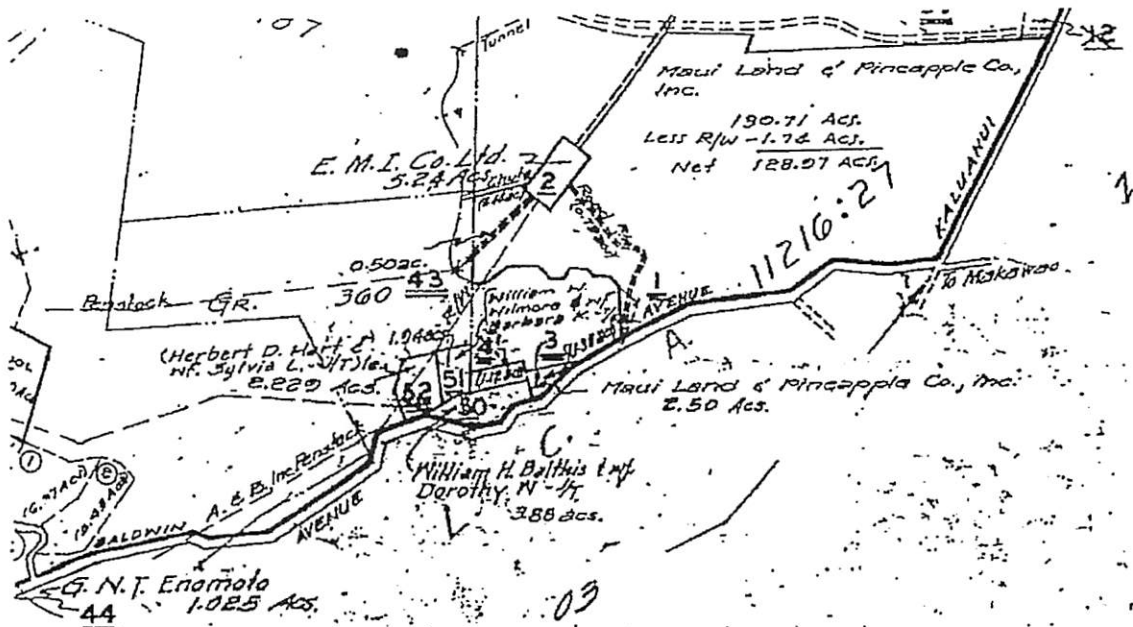
and running by azimuths measured clockwise from true south:

1. 358° 15' 114.52 feet to a point;
2. 289° 18' 350.00 feet to a point;
3. 4° 25' 531.80 feet to a point;
4. 9° 09' 319.40 feet to a point;
5. 11° 32' 202.20 feet to a point;
6. 7° 55' 109.00 feet to a point;
7. 15° 43' 137.00 feet to a point;
8. 17° 00' 464.28 feet to the northerly side of Baldwin Avenue; containing an area of 1.279 Acres.

This work was prepared by me or under my supervision.



Norman M. Saito
10/25/76



sernary K. Fujimoto - 1/20
 ton N. T. Enomoto - 1/20
 hen N. I. Enomoto - 1/20
 s L. T. Enomoto - 1/20
 y J. S. Enomoto - 1/20
 hi Enomoto, Sr. - Curt. Rt.
 r McNicoll, Jr. - 1/20

Parcels 19,
 40,
 2-5

Dropped 1

Note: parcels 13, 24, 26, 25 thru 35, 43,
 47, 48, 49, 52, 53, 55, 57, 59, 65, 68,
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PWS. NAME: MAUI LAND & PINEAPPLE CO., INC
 TMK: 2-5-04:01

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 OF DOCUMENT:

ACCESS EASEMENT
EASEMENT "A-1"

EXHIBIT "B-1"

PARTIES TO DOCUMENT:

GRANTOR: RICHARD PAUL DREWES, TRUSTEE OF THE RICHARD PAUL
DREWES FAMILY INTERVIVOS TRUST
DATED APRIL 17, 2014
P.O. Box 3733
Incline Village, Nevada 89450

KALUANUI RIDGE 7D, LLC
5310 Beethoven Street
Los Angeles, California 90066

KALUANUI RIDGE 7E, LLC
5310 Beethoven Street
Los Angeles, California 90066

ANTONY GARRETT LISI
188 Hanalani Street
Makawao, Hawaii 96768

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

TAX MAP KEY NOS: (2) 2-5-004:090, Total No. of Pages _____
(2) 2-5-004:096, (2) 2-5-004:097,
(2) 2-5-004:098, and (2) 2-5-004:099

ACCESS EASEMENT
(Easement "A-1")

THIS GRANT is effective as of _____, 20____, and is entered into by and between RICHARD PAUL DREWES, Trustee of the Richard Paul Drewes Family Intervivos Trust dated April 17, 2014, having all powers under said trust, including full power to sell, convey, exchange, mortgage, lease, assign or otherwise deal with and dispose of all lands of the trust estate and interests therein, whose address is P.O. Box 3733, Incline Village, Nevada 89450; KALUANUI RIDGE 7D, LLC, a Delaware limited liability company, whose address is 5310 Beethoven Steet, Los Angeles, California 90066; KALUANUI RIDGE 7E, LLC, a Delaware limited liability company, whose address is 5310 Beethoven Street, Los Angeles, California 90066; and ANTONY GARRETT LISI, whose address is 188 Hanalani Street, Makawao, Hawaii 96768 (hereinafter collectively 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 Richard Paul Drewes Family Intervivos Trust dated April 17, 2014 is the current fee owner of the parcel of real property now designated as Tax Map Key No. (2) 2-5-004:090; Kaluanui Ridge 7D, LLC is the current fee owner of the parcel of real property now designated as Tax Map Key No. (2) 2-5-004:096; Kaluanui Ridge 7E, LLC is the current fee owner of the parcel of real property now designated as Tax Map Key No. (2) 2-5-004:097; Antony Garrett Lisi is the current fee owner of the parcel of real property now designated as Tax Map Key No. (2) 2-5-004:098; and the Richard Paul Drewes Family Intervivos Trust dated April 17, 2014 is the current fee owner of the parcel of real property now designated as Tax Map Key No. (2) 2-5-004:099

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 Makawao, Maui, Hawaii, and designated

as Tax Map Key Nos. (2) 2-5-004:090, (2) 2-5-004:096, (2) 2-5-004:097, (2) 2-5-004:098, and (2) 2-5-004:099, (hereinafter referred to as the "Property"), being Easement "A-1", 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 ingress and egress access purposes to and from the Department of Water Supply's Kamole Water Treatment Facility and High-Lift Booster Pump Station ("Water System Facilities") located on the parcel designated as Tax Map Key No. (2) 2-5-004:080.

AND, the Grantor hereby covenants with the Grantee that the Grantor is lawfully seized in fee simple of the described real property, respectively, 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 Facilities 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 Facilities, the Grantee shall 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 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 Facilities 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 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 Facilities 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 Facilities. 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 Facilities 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. 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.

8. 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:

RICHARD PAUL DREWES FAMILY
INTERVIVOS TRUST DATED
APRIL 17, 2014

By *Richard Paul Drewes Trustee*
RICHARD PAUL DREWES
Its Trustee as aforesaid

KALUANUI RIDGE 7D, LLC

By _____
KLEE IRWIN
Its Member

KALUANUI RIDGE 7E, LLC

By _____
KLEE IRWIN
Its Member

ANTONY GARRETT LISI

GRANTEE:

COUNTY OF MAUI

By _____
MICHAEL P. VICTORINO
Its Mayor

STATE OF Nevada)
)
COUNTY OF Washoe) SS.

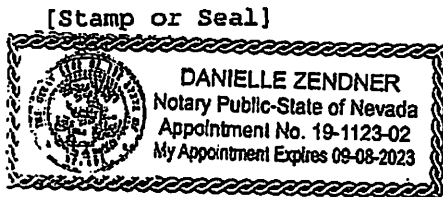
On this 12th day of February, 2020, before me personally appeared RICHARD PAUL DREWES, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.


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

Danielle Zendner
Notary Public, State of Nevada

Print Name: Danielle Zendner

My Commission Expires: 09-08-2023



NOTARY PUBLIC CERTIFICATION	
Doc. Date: <u>02-12-2020</u>	# Pages: <u>14</u>
Notary Name: <u>Danielle Zendner</u>	Judicial Circuit: <u>Washoe</u>
Doc. Description: <u>Easement</u>	The total page numbers written may not include the additional counterpart signature pages.
Notary Signature: <u>Danielle Zendner</u>	[Stamp or Seal]
Date: <u>02-12-2020</u>	

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

GRANTOR:

RICHARD PAUL DREWES FAMILY
INTERVIVOS TRUST DATED
APRIL 17, 2014

By _____
RICHARD PAUL DREWES
Its Trustee as aforesaid

KALUANUI RIDGE 7B, LLC
By _____
KLEE IRWIN
Its Member

KALUANUI RIDGE 7E, LLC
By _____
KLEE IRWIN
Its Member

ANTONY GARRETT LISI

GRANTEE:

COUNTY OF MAUI

By _____
MICHAEL P. VICTORINO
Its Mayor

STATE OF California)
COUNTY OF Los Angeles) SS.

On this 19 day of February, 2020, before me personally appeared KLEE IRWIN, 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.



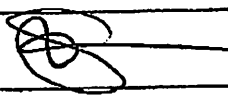
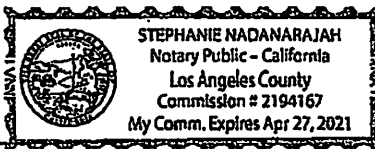
Notary Public, State of California

Print Name: Stephanie Nadanarajah

My Commission Expires: April 27, 2021

[Stamp or Seal]

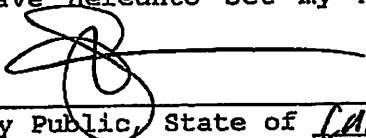


NOTARY PUBLIC CERTIFICATION	
Doc. Date: _____	# Pages: <u>12</u>
Notary Name: <u>Stephanie Nadanarajah</u>	Judicial Circuit: _____
Doc. Description: <u>Access Easement</u> <u>Easement "A-1"</u>	The total page numbers written may not include the additional counterpart signature pages.
Notary Signature: 	[Stamp or Seal]
Date: <u>19 February 2020</u>	

STATE OF California)
)
COUNTY OF Los Angeles) SS.

On this 19 day of February, 2020, before me personally appeared KLEE IRWIN, 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.

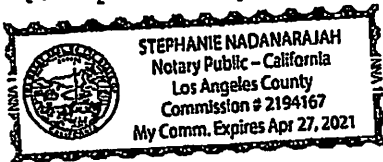



Notary Public, State of California

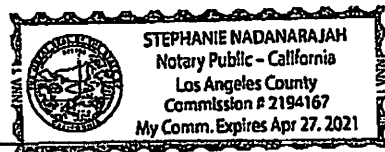
Print Name: Stephanie Nadanarajah

My Commission Expires: April 27, 2021

[Stamp or Seal]



NOTARY PUBLIC CERTIFICATION	
Doc. Date: _____	# Pages: <u>12</u>
Notary Name: <u>Stephanie Nadanarajah</u>	Judicial Circuit: _____
Doc. Description: <u>Access Easement</u> <u>Easement "A-1"</u>	The total page numbers written may not include the additional counterpart signature pages.
Notary Signature: 	
Date: <u>19 February 2020</u>	[Stamp or Seal]



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Los Angeles)

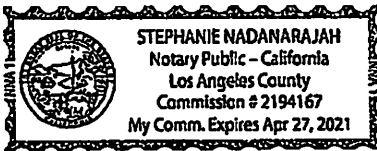
On February 19, 2020 before me, Stephanie Nadanarajah, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Klee Irwin
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: ACCESS Easement

Document Date: _____ Number of Pages: 12

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Klee Irwin

Corporate Officer — Title(s): Member

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: Kaluanni Ridge
FD, LLC

Signer's Name: Klee Irwin

Corporate Officer — Title(s): Member

Partner — Limited General

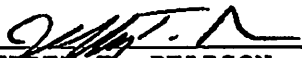
Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: Kaluanni Ridge
FD, LLC

REVIEWED AND APPROVED:



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

REVIEWED AND APPROVED:

ROWENA DAGDAG-ANDAYA
Director of Public Works

ACCEPTED:

SCOTT K. TERUYA
Director of Finance

APPROVED AS TO FORM
AND LEGALITY:

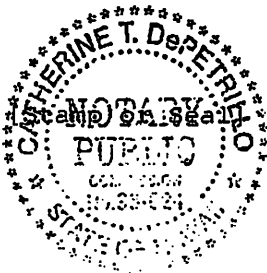
JENNIFER M.P.E. OANA
Deputy Corporation Counsel



STATE OF Hawaii)
) SS.
COUNTY OF Maui)

On this 24 day of February, 2020, before me personally appeared ANTONY GARRETT LISI, 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.



[Handwritten Signature]

Notary Public, State of Hawaii

Print Name: Catherine T. DePetrillo

My Commission Expires 11/30/2022

NOTARY PUBLIC CERTIFICATION	
Doc. Date: _____	# Pages: <u>17</u>
Notary Name: <u>Catherine T DePetrillo</u>	Judicial Circuit: <u>2nd</u>
Doc. Description: <u>Access Easement</u>	The total page numbers written may not include the additional counterpart signature pages.
_____ _____ _____ Notary Signature: <i>[Handwritten Signature]</i>	
Date: <u>02/24/2020</u>	

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this _____ day of _____, 20____, 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 pursuant to the Charter of the County of Maui; 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.

[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: _____ _____ _____	The total page numbers written may not include the additional counterpart signature pages.
Notary Signature: _____	[Stamp or Seal]
Date: _____	

EXHIBIT "A"

KALUANUI RIDGE SUBDIVISION Subdivision File No. 2.3262

EASEMENT A-1

All of that certain Easement A-1, 25 feet wide for ingress and egress purposes affecting Lots 5, 7-G, 7-F, -7-E and 7-D of Kaluanui Ridge Subdivision (Subdivision No. 2.3262), in favor of the County of Maui being portion of Lot 7 of Kaluanui Ridge Subdivision and portion of Royal Patent 7512, Land Commission Award 11216, Apana 27 to M. Kekauonohi situate at Hamakuapoko, Makawao, Island and County of Maui, State of Hawaii.

Beginning at a point at the southeast corner of this easement along the north of Baldwin Avenue, the coordinates of said point of beginning referred to Triangulation Station "PUUNENE" being 9,138.68 feet South and 23,163.60 feet East and running by azimuths measured clockwise from true South; thence,

1. 115° 43' 25.29 feet along the north side of Baldwin Avenue to a point; thence,
2. 197° 00' 457.02 feet along portion of Lot 5 of Kaluanui Ridge Subdivision to a point; thence,
3. 195° 43' 136.01 feet along the same to a point; thence,
4. 187° 55' 108.54 feet along the same to a point; thence,
5. 191° 32' 202.34 feet along the same and along portion of Lot 7-G of Kaluanui Ridge Subdivision, Subdivision File No. 2.3262 to a point; thence,
6. 189° 09' 318.63 feet along portions of Lots 7-G and 7-F of Kaluanui Ridge Subdivision, Subdivision File No. 2.3262 to a point; thence,
7. 184° 25' 303.46 feet along portion of Lot 7-F of Kaluanui Ridge Subdivision, Subdivision File No. 2.3262 to a point; thence,
8. 92° 27' 30" 39.02 feet along the same to a point; thence,

9. 136° 35' 396.10 feet along Lot 7-C of Kaluanui Ridge Subdivision, Subdivision File No. 2.3262 to a point; thence,
10. 178° 15' 168.01 feet along portions of Lot 7-E and 7-D of Kaluanui Ridge Subdivision, Subdivision File No. 2.3262 to a point; thence,
11. 274° 30' 25.15 feet along the south side of Wailoa Ditch Tunnel right-of- way to a point; thence,
12. 358° 15' 155.76 feet along the remainder of Lot 7-D of Kaluanui Ridge Subdivision, Subdivision File No. 2.3262 to a point; thence,
13. 316° 35' 376.45 feet along the same to a point; thence,
14. 272° 27' 30" 54.76 feet along the same to a point; thence,
15. 4° 25' 330.36 feet along the same and along the remainders of Lots 7-E and 7-F of Kaluanui Ridge Subdivision, Subdivision File No. 2.3262 to a point; thence,
16. 9° 09' 320.18 feet along the same and along the remainder of Lot 7-G of Kaluanui Ridge Subdivision, Subdivision File No. 2.3262 to a point; thence,
17. 11° 32' 202.07 feet along the same and along the remainder of Lot 5 of Kaluanui Ridge Subdivision to a point; thence,
18. 7° 55' 109.46 feet along the remainder of Lot 5 of Kaluanui Ridge Subdivision to a point; thence,
19. 15° 43' 137.99 feet along the same to a point; thence,
20. 17° 00' 461.14 feet along the same to the point of beginning and containing an area of 1.227 acres, more or less.

This work was prepared by me
or under my direct supervision.

DMC ENGINEERING

[Handwritten signature]
3/18/20

Bernardo L. Rarogal *UC. Exp. 8/20*
Licensed Professional Land Surveyor
State of Hawaii Certificate No. 10009
End of description.
Easement A-1



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 OF DOCUMENT:

ACCESS EASEMENT
EASEMENT "A-1"

PARTIES TO DOCUMENT:

GRANTOR: MICHAEL KENNETH POWERS
153 East Kamehameha Avenue, Suite 104-171
Kahului, Hawaii 96732

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

TAX MAP KEY NO: (2) 2-5-004:096

Total No. of Pages _____

EXHIBIT "B-2"

**ACCESS EASEMENT
(Easement "A-1")**

THIS GRANT is effective as of _____, 20____, and is entered into by and between MICHAEL KENNETH POWERS, whose address is 153 East Kamehameha Avenue, Suite 104-171, Kahului, Hawaii 96793 (hereinafter collectively 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 Makawao, Maui, Hawaii, and designated as Tax Map Key No. 2-5-004:096, (hereinafter referred to as the "Property"), being Easement "A-1", 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" as to the portions of the Easement Area located within the Property.

The easement granted hereunder shall be for ingress and egress access purposes to and from the Department of Water Supply's Kamole Water Treatment Facility and High-Lift Booster Pump Station ("Water System Facilities") located on the parcel designated as Tax Map Key No. (2) 2-5-004:080.

AND, the Grantor hereby covenants with the Grantee that the Grantor is lawfully seized in fee simple of the described real property, respectively, 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 Facilities 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 Facilities, the Grantee shall 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 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 Facilities 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 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 Facilities 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 Facilities. 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 Facilities 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.

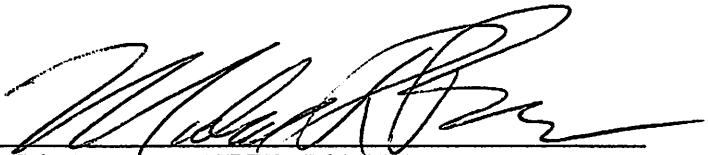
7. Definitions. When more than one person is involved in the grant of this indenture and the covenants herein contained, the term "Grantor" and "Grantee" and related verbs and pronouns in the singular shall include the plural. Where appropriate, the masculine gender shall be deemed to include the feminine 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.

8. 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:


MICHAEL KENNETH POWERS

GRANTEE:

COUNTY OF MAUI

By _____
MICHAEL P. VICTORINO
Its Mayor

REVIEWED AND APPROVED:

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

REVIEWED AND APPROVED:

ROWENA DAGDAG-ANDAYA
Director of Public Works

ACCEPTED:

SCOTT K. TERUYA
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 this 3rd day of September, 2020, before me personally appeared MICHAEL KENNETH POWERS, 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]

Joel C. Grooms
Notary Public, State of Hawaii

Print Name: Joel C. Grooms

My Commission Expires: 16 October 2023

LS

NOTARY PUBLIC CERTIFICATION			
Doc. Date:	<u>Undated</u>	# Pages:	<u>8</u>
Notary Name:	<u>Joel C. Grooms</u>	Judicial Circuit:	<u>2nd</u>
Doc. Description:	<u>Access Easement</u> <u>Easement "A-1"</u>		
			[Stamp or Seal] ^{LS}
Notary Signature:	<u>Joel C. Grooms</u>		
Date:	<u>9/3/2020</u>		

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this _____ day of _____, 20____, 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 pursuant to the Charter of the County of Maui; 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.

[Stamp or Seal]

Notary Public, State of Hawaii

Print Name: _____

My commission expires: _____

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

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 OF DOCUMENT:

CANCELLATION OF NONEXCLUSIVE EASEMENT

PARTIES TO DOCUMENT:

GRANTOR: RICHARD PAUL DREWES, TRUSTEE OF THE RICHARD PAUL
DREWES FAMILY INTERVIVOS TRUST
DATED APRIL 17, 2014
P.O. Box 3733
Incline Village, Nevada 89450

KALUANUI RIDGE 7D, LLC
5310 Beethoven Street
Los Angeles, California 90066

KALUANUI RIDGE 7E, LLC
5310 Beethoven Street
Los Angeles, California 90066

ANTONY GARRETT LISI
188 Hanalani Street
Makawao, Hawaii 96768

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

TAX MAP KEY NOS: (2) 2-5-004:090,
(2) 2-5-004:096, (2) 2-5-004:097,
(2) 2-5-004:098, and (2) 2-5-004:099

Total No. of Pages _____

CANCELLATION OF NONEXCLUSIVE EASEMENT

THIS CANCELLATION OF NONEXCLUSIVE EASEMENT is effective as of _____, 20____, and is entered into by and between RICHARD PAUL DREWES, Trustee of the Richard Paul Drewes Family Intervivos Trust dated April 17, 2014, having all powers under said trust, including full power to sell, convey, exchange, mortgage, lease, assign or otherwise deal with and dispose of all lands of the trust estate and interests therein, whose address is P.O. Box 3733, Incline Village, Nevada 89450; KALUANUI RIDGE 7D, LLC, a Delaware limited liability company, whose address is 5310 Beethoven Steet, Los Angeles, California 90066; KALUANUI RIDGE 7E, LLC, a Delaware limited liability company, whose address is 5310 Beethoven Street, Los Angeles, California 90066; and ANTONY GARRETT LISI, whose address is 188 Hanalani Street, Makawao, Hawaii 96768 (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:

WHEREAS, in 1982, Maui Land & Pineapple Co., Inc. granted and conveyed to the Department of Water Supply, County of Maui, a road easement as set forth in that certain Nonexclusive Easement, dated May 20, 1982 and recorded on August 3, 1982 in the Bureau of Conveyances of the State of Hawaii in Liber 16497 at Page 686, hereinafter referred to as the "Existing Easement", which road easement crosses through that parcel of land being a portion of Land Commission Award 11216, Apana 27 to M. Kekauonohi, situate at Hamakuapoko, Makawao, Maui, Hawaii, containing an area of 1.279 acres, and more particularly described in Exhibit "A" to the Nonexclusive Easement, which is attached hereto as Exhibit "1" and made a part hereof; and

WHEREAS, the Existing Easement was for access purposes so that the Department of Water Supply could construct, maintain, and operate the Kamole Weir Water Treatment Plant (the "Kamole WTP"); and

WHEREAS, the Richard Paul Drewes Family Intervivos Trust dated April 17, 2014 is the current fee owner of the parcel of real property now designated as Tax Map Key No. (2) 2-5-004:090; Kaluanui Ridge 7D, LLC is the current fee owner of the parcel of real property now designated as Tax Map Key No. (2) 2-5-004:096; Kaluanui Ridge 7E, LLC is the current fee owner of the parcel of

real property now designated as Tax Map Key No. (2) 2-5-004:097; Antony Garrett Lisi is the current fee owner of the parcel of real property now designated as Tax Map Key No. (2) 2-5-004:098; and the Richard Paul Drewes Family Intervivos Trust dated April 17, 2014 is the current fee owner of the parcel of real property now designated as Tax Map Key No. (2) 2-5-004:099; said parcels of real property shall hereinafter collectively be referred to as the "Property"; and

WHEREAS, the Existing Easement crosses through the Property; and

WHEREAS, due to the development of the Kaluanui Ridge Subdivision, the location for access by the Department of Water Supply to and from the Kamole WTP has to be relocated; and

WHEREAS, the relocation for access to and from the Kamole WTP thereby requires the need for a new access easement for the Department of Water Supply within the Property; and

WHEREAS, the Grantor and the Grantee desire to cancel the Existing Easement and a new access easement, being Easement "A-1", will be conveyed by the Grantor to the Grantee in a separate document and will be executed concurrently with the execution of this Cancellation;

NOW, THEREFORE, the Grantor and the Grantee do hereby agree that the Existing Easement is cancelled.

This Cancellation of Nonexclusive Easement 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 Cancellation to be duly executed on the day and year first written above.

GRANTOR:

RICHARD PAUL DREWES FAMILY
INTERVIVOS TRUST DATED
APRIL 17, 2014

By *Richard Paul Drewes, Trustee*
RICHARD PAUL DREWES
Its Trustee as aforesaid

KALUANUI RIDGE 7D, LLC

By _____
KLEE IRWIN
Its Member

KALUANUI RIDGE 7E, LLC

By _____
KLEE IRWIN
Its Member

ANTONY GARRETT LISI

GRANTEE:

COUNTY OF MAUI

By _____
MICHAEL P. VICTORINO
Its Mayor

STATE OF Nevada)
)
COUNTY OF Washoe) SS.

On this 12 day of February, 2020, before me personally appeared Richard Pavi Drewes, 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.

Danielle Zendner
Notary Public, State of Nevada

Print Name: Danielle Zendner

My Commission Expires: 09-08-2023



NOTARY PUBLIC CERTIFICATION	
Doc. Date: <u>02-12-2020</u>	# Pages: <u>15</u>
Notary Name: <u>Danielle Zendner</u>	Judicial Circuit: <u>Washoe</u>
Doc. Description: <u>Easement Cancellation</u>	The total page numbers written may not include the additional counterpart signature pages.
Notary Signature: <u>Danielle Zendner</u>	
Date: <u>02-12-2020</u>	

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

GRANTOR:

RICHARD PAUL DREWES FAMILY
INTERVIVOS TRUST DATED
APRIL 17, 2014

By _____
RICHARD PAUL DREWES
Its Trustee as aforesaid

KALUANUI RIDGE 7D, LLC

By _____
KLEE IRWIN
Its Member

KALUANUI RIDGE 7E, LLC

By _____
KLEE IRWIN
Its Member

ANTONY GARRETT LISI

GRANTEE:

COUNTY OF MAUI

By _____
MICHAEL P. VICTORINO
Its Mayor

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

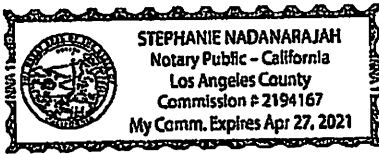
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On February 19, 2020 before me, Stephanie Nadanarajah, Notary Public.
Date Here Insert Name and Title of the Officer
personally appeared Klee Irwin
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Cancellation of Non-exclusive Easement

Document Date: _____ Number of Pages: 13

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Klee Irwin

- Corporate Officer — Title(s): Member
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: Kaluarini Ridge
FD, LLC

Signer's Name: Klee Irwin

- Corporate Officer — Title(s): Member
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: Kaluarini Ridge
FD, LLC

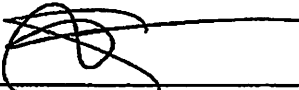
STATE OF California)
)
COUNTY OF Los Angeles) SS.

On this 19 day of February, 2020, before me personally appeared Klee Irwin, 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.

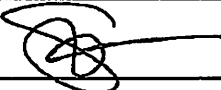
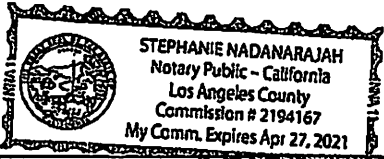
[Stamp or Seal]




Notary Public, State of California

Print Name: Stephanie Nadanarajah

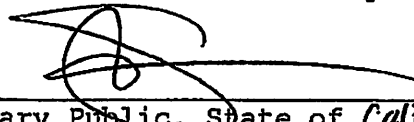
My Commission Expires: April 27, 2021

NOTARY PUBLIC CERTIFICATION	
Doc. Date: _____	# Pages: <u>13</u>
Notary Name: <u>Stephanie Nadanarajah</u>	Judicial Circuit: _____
Doc. Description: _____	The total page numbers written may not include the additional counterpart signature pages.
<u>Cancellation of Non-exclusive Easement</u>	
Notary Signature: 	[Stamp or Seal]
Date: <u>February 19, 2020</u>	

STATE OF California)
)
COUNTY OF Los Angeles) SS.

On this 19 day of February, 2020, before me personally appeared Klec Irwin, 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.

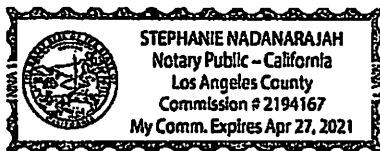


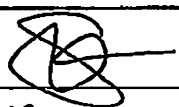
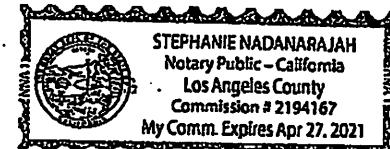
Notary Public, State of California

Print Name: Stephanie Nadanarajah

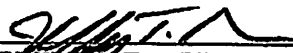
My Commission Expires: April 27, 2021

[Stamp or Seal]



NOTARY PUBLIC CERTIFICATION	
Doc. Date: _____	# Pages: <u>13</u>
Notary Name: <u>Stephanie Nadanarajah</u>	Judicial Circuit: _____
Doc. Description: <u>Cancellation of Non-exclusive Easement</u>	The total page numbers written may not include the additional counterpart signature pages.
Notary Signature: 	[Stamp or Seal]
Date: <u>February 19, 2020</u>	

REVIEWED AND APPROVED:



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

REVIEWED AND APPROVED:

ROWENA DAGDAG-ANDAYA
Director of Public Works

ACCEPTED:

SCOTT K. TERUYA
Director of Finance

APPROVED AS TO FORM
AND LEGALITY:


JENNIFER M.P.E. OANA
Deputy Corporation Counsel

STATE OF Hawaii)
)
COUNTY OF Maui) SS.

On this 24 day of February, 2020, before me personally appeared Antony Garrett Lisi, 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.

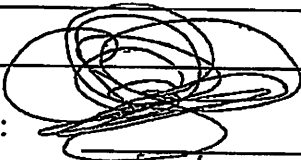
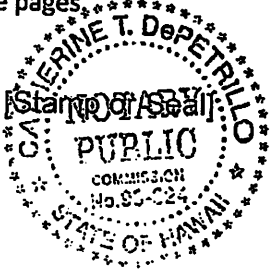
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.





Notary Public, State of _____

Print Name: Catherine T. DePetrillo
My Commission Expires: 11/30/2022

NOTARY PUBLIC CERTIFICATION	
Doc. Date: _____	# Pages: <u>18</u>
Notary Name: <u>Catherine T DePetrillo</u>	Judicial Circuit: <u>2nd</u>
Doc. Description: <u>Cancellation of Non Exclusive Easement</u>	The total page numbers written may not include the additional counterpart signature pages.
_____ _____ _____ Notary Signature: 	
Date: <u>02/24/2020</u>	

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this _____ day of _____, 20____, 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 pursuant to the Charter of the County of Maui; 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.

[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: _____ _____ _____	The total page numbers written may not include the additional counterpart signature pages.
	[Stamp or Seal]
Notary Signature: _____	
Date: _____	

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 OF DOCUMENT:

CANCELLATION OF NONEXCLUSIVE EASEMENT

PARTIES TO DOCUMENT:

GRANTOR: MICHAEL KENNETH POWERS
153 East Kamehameha Avenue, Suite 104-171
Kahului, Hawaii 96732

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

TAX MAP KEY NO: (2) 2-5-004:096

Total No. of Pages _____

EXHIBIT "C-2"

CANCELLATION OF NONEXCLUSIVE EASEMENT

THIS CANCELLATION OF NONEXCLUSIVE EASEMENT is effective as of _____, 20____, and is entered into by and between MICHAEL KENNETH POWERS, whose address is 153 East Kamehameha Avenue, Suite 104-171, Kahului, Hawaii 96732, (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:

WHEREAS, in 1982, Maui Land & Pineapple Co., Inc. granted and conveyed to the Department of Water Supply, County of Maui, a road easement as set forth in that certain Nonexclusive Easement, dated May 20, 1982 and recorded on August 3, 1982 in the Bureau of Conveyances of the State of Hawaii in Liber 16497 at Page 686, hereinafter referred to as the "Existing Easement", which road easement crosses through that parcel of land being a portion of Land Commission Award 11216, Apana 27 to M. Kekauonohi, situate at Hamakuapoko, Makawao, Maui, Hawaii, containing an area of 1.279 acres, and more particularly described in Exhibit "A" to the Nonexclusive Easement, which is attached hereto as Exhibit "1" and made a part hereof; and

WHEREAS, the Existing Easement was for access purposes so that the Department of Water Supply could construct, maintain, and operate the Kamole Weir Water Treatment Plant (the "Kamole WTP"); and

WHEREAS, the Grantor is the current fee owner of the parcel of real property now designated as Tax Map Key No. (2) 2-5-004:096, hereinafter referred to as the "Property"; and

WHEREAS, the Existing Easement crosses through a portion of the Property; and

WHEREAS, due to the development of the Kaluanui Ridge Subdivision, the location for access by the Department of Water Supply to and from the Kamole WTP has to be relocated; and

WHEREAS, the relocation for access to and from the Kamole WTP thereby requires the need for a new access easement for the Department of Water Supply within the Property; and

WHEREAS, the Grantor and the Grantee desire to cancel the Existing Easement as it pertains to Grantor's Property and a new access easement, being Easement "A-1", will be conveyed by the Grantor to the Grantee in a separate document and will be executed concurrently with the execution of this Cancellation;


NOW, THEREFORE, the Grantor and the Grantee do hereby agree that the Existing Easement as it pertains to Grantor's Property is cancelled.

This Cancellation of Nonexclusive Easement 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 Cancellation to be duly executed on the day and year first written above.

GRANTOR:


MICHAEL KENNETH POWERS

GRANTEE:

COUNTY OF MAUI

By _____
MICHAEL P. VICTORINO
Its Mayor

REVIEWED AND APPROVED:

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

REVIEWED AND APPROVED:

ROWENA DAGDAG-ANDAYA
Director of Public Works

ACCEPTED:

SCOTT K. TERUYA
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 this 3rd day of September, 2020, before me personally appeared MICHAEL KENNETH POWERS, 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]


LS



Notary Public, State of Hawaii

Print Name: Joel C. Groomes

My Commission Expires: 16 October 2023

NOTARY PUBLIC CERTIFICATION			
Doc. Date:	<u>Undated</u>	# Pages:	<u>6</u>
Notary Name:	<u>Joel C. Groomes</u>	Judicial Circuit:	<u>2nd</u>
Doc. Description:	<u>Cancellation of Nonexclusive Easement</u>		
			[Stamp or Seal] LS
Notary Signature:			
Date:	<u>9/3/2020</u>		

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this _____ day of _____, 20____, 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 pursuant to the Charter of the County of Maui; 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.

[Stamp or Seal]

Notary Public, State of Hawaii

Print Name: _____

My commission expires: _____

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