COUNCIL OF THE COUNTY OF MAUI

INFRASTRUCTURE AND ENVIRONMENTAL MANAGEMENT COMMITTEE

December 4, 2015

Committee Report No. 15-169

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

Chair and Members:

Your Infrastructure and Environmental Management Committee, having met on November 16, 2015, makes reference to County Communication 15-262, from the Director of Housing and Human Concerns, transmitting a proposed resolution entitled "AUTHORIZING THE GRANTING OF EASEMENTS FOR SEWERLINE PURPOSES TO HOSPICE MAUI, INC., PURSUANT TO CHAPTER 3.44, MAUI COUNTY CODE."

The purpose of the proposed resolution is to grant Hospice Maui, Inc. easements in Wailuku, Maui, Hawaii, allowing for its facility to connect to the County's wastewater system.

Your Committee notes the Council may grant easements by resolution, pursuant to Section 3.44.020, Maui County Code.

The Director of Housing and Human Concerns stated Hospice Maui leases County property at 400 Mahalani Street in Wailuku. She further stated the term of the easements runs concurrent with Hospice Maui's lease term, which terminates on December 15, 2044.

The Director of Public Works noted Hospice Maui must restore the roadway to its original, or better, condition, to the satisfaction of the County, following installation of sewer lines.

Your Committee voted 5-0 to recommend adoption of the proposed resolution and filing of the communication. Committee Chair Cochran and members Baisa, Carroll, Guzman, and White voted "aye." Committee Vice-Chair Hokama and member Crivello were excused.

Your Committee is in receipt of a revised proposed resolution, approved as to form and legality by the Department of the Corporation Counsel, incorporating nonsubstantive revisions.

Your Infrastructure and Environmental Management Committee RECOMMENDS the following:

1. That Resolution _____, as revised herein and attached hereto, entitled "AUTHORIZING THE GRANTING OF EASEMENTS FOR SEWERLINE PURPOSES TO HOSPICE MAUI, INC., PURSUANT TO CHAPTER 3.44, MAUI COUNTY CODE," be ADOPTED; and

2. That County Communication 15-262 be FILED.

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

ELLE COCHRAN, Chair

iem:cr:15042aa:jkm

Resolution

No. _____

AUTHORIZING THE GRANTING OF EASEMENTS
FOR SEWERLINE PURPOSES TO HOSPICE MAUI, INC.,
PURSUANT TO CHAPTER 3.44, MAUI COUNTY CODE

WHEREAS, the County of Maui is the owner of real property identified for real property tax purposes as tax map key (2) 3-8-046:017 ("Leased Premises"); and

WHEREAS, Hospice Maui, Inc. ("Grantee") wishes to be granted a sewerline easement for the limited purpose of installing underground sewer pipelines and related facilities within the Leased Premises and other real property owned by the County, identified for real property tax purposes as tax map keys (2) 3-8-046:026 and (2) 3-8-046:037, for the purposes of connecting to the County's public sewer system; and

WHEREAS, the Sewerline Easement is attached hereto as Exhibit "1"; and

WHEREAS, Exhibits "A" - "C" of Exhibit "1" describe the easements and shall be hereinafter referred to collectively as the "Easement Area"; and

WHEREAS, pursuant to Section 3.44.020 of the Maui County Code, the County Council may grant easements by resolution; and

Resolution No. _____

WHEREAS, the County desires to grant easements under, across, over and through the Easement Area in favor of the Grantee; now, therefore,

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

1. That it does hereby grant easements to Hospice Maui, Inc., in accordance with the terms and conditions of the Sewerline Easement attached hereto as Exhibit "1"; and

2. That it does hereby authorize the Mayor of the County of Maui, or the Mayor's duly authorized representative, to execute all necessary documents in connection with the granting of the easements; and

3. That certified copies of this Resolution be transmitted to Hospice Maui, Inc., the Mayor, and the Director of Public Works.

APPROVED AS TO FORM
AND LEGALITY:

RICHELLE M. THOMSON
Deputy Corporation Counsel
County of Maui
2015-4955

LAND COURT | REGULAR SYSTEM

Return by Mail ☒ Pick-Up ☐ To:

COUNTY OF MAUI
Department of Public Works
200 South High Street
Wailuku, Hawaii 96793

TITLE OF DOCUMENT:

SEWERLINE EASEMENT

PARTIES TO DOCUMENT:

GRANTOR: County of Maui
200 South High Street
Wailuku, Hawaii 96793

GRANTEE: Hospice Maui, Inc.
400 Mahalani Street
Wailuku, Hawaii 96793

TAX MAP KEY NOs.: (2) 3-8-046:026 and (2) 3-8-046:037

SEWERLINE EASEMENT

THIS GRANT is made this _____ day of _____, 20____, by and between COUNTY OF MAUI, a political subdivision of the State of Hawaii, the principal office and mailing address of which is 200 South High Street, Wailuku, Hawaii 96793 (hereinafter referred to as the "County"), and Hospice Maui, Inc., 400 Mahalani Street, Wailuku, Hawaii 96793 (hereinafter referred to as the "Grantee").

Whereas, by Resolution No. 89-116, the Council of the County of Maui authorized the lease of real property described as Tax Map Key No. (2) 3-8-046-:017 ("Leased Premises") to the Grantee for a term of fifty-five (55) years;

Whereas, County and Grantee entered into that Lease dated April 19, 1990, which Lease commenced on December 16, 1989, and terminates on December 15, 2044 ("Lease Term");

Whereas, said Lease states that any improvements to the Leased Premises require the prior approval of the County; and

Whereas, Grantee wishes to install underground sewer pipelines and related facilities within the Leased Premises and other real property owned by County, described further herein, for the purposes of connecting to the County's public sewer system, and the County agrees to allow such installation subject to the terms and conditions contained herein.

WITNESSETH:

That the County, in consideration of the sum of ONE DOLLAR ($1.00) paid to the County by the Grantee, and other valuable consideration, the receipt whereof is hereby acknowledged, and subject to the terms, conditions and covenants contained herein, does hereby grant, bargain, sell and convey unto the Grantee, its successors and permitted assigns, a nonexclusive easement over, under, across and through those portions that certain real property situate at Wailuku, Maui, State of Hawaii and designated as Tax Map Key Nos. (2) 3-8-046:026 and (2) 3-8-046:037 (collectively, the "Property"), as more particularly described in Exhibits "A" and "B" and as shown on Exhibit "C" attached hereto and made a part hereof (the "Easement Area"). The easement granted hereunder shall be for the limited purpose to construct, reconstruct, install, maintain, operate, repair, replace, and remove underground sewer pipelines and related facilities (collectively, the "Sewer System Improvements").

TOGETHER with reasonable rights of ingress to and egress from the Easement Area across existing roadways or such other portions of the County's property provided or specified by the County for such purposes, as reasonably required in connection with the rights granted herein.

County hereby authorizes the use of the Leased Premises for the installation of Sewer System Improvements to serve the facilities located within and on the Leased Premises only.

In consideration of the rights hereby granted and the acceptance thereof and the obligations hereby assumed, the County 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 County, the Grantee, and their respective successors and assigns:

1. Waste and Unlawful, Improper or Offensive Use of Premises. The Grantee shall not commit or permit to be committed any waste or nuisance or any unlawful, improper, or offensive use of the Easement Area and adjoining areas.

2. Costs/Lien-Free Construction. Grantee shall bear and promptly pay without the imposition of any lien or charge on or against any portion of County's Property all costs and expenses of design, construction, and maintenance of Sewer System Improvements. Grantee shall provide County with as-built drawings and, at County's request, a survey showing the location and depth of the improvements installed within the Easement Area.

3. Term. The term of this Easement shall commence upon the effective date of this agreement and shall terminate concurrently with the Lease Term, as may be extended according to the terms of the Lease. Upon termination, County may, at its sole option, purchase the Sewer System Improvements for the sum of ONE DOLLAR ($1.00), or may require the Grantee to remove said Sewer System Improvements within 60 days of termination.

4. Use and Restoration of Premises. The Grantee shall diligently maintain the Sewer System Improvements in good and safe condition and repair. Without limiting the foregoing, the Grantee shall promptly repair any leaks, spills and overflow from the Sewer System Improvements and all damages to the Easement Area and the surrounding area, and the improvements thereon, resulting therefrom. Upon and in connection with performing any maintenance or repair work, the Grantee shall restore the surface of the Easement Area and the surrounding area, and the improvements thereon, damaged in the performance of said construction, maintenance or repair work or otherwise from any leaks, spills or overflow from the Sewer System Improvements, to its original condition to the satisfaction of the County. The Grantee's construction, reconstruction, installation, maintenance, operation, repair, replacement, and removal of the Sewer System Improvements shall not unreasonably interfere with the use of the Easement Area by the County. Grantee shall coordinate all work within the Easement Area with County to ensure as little disruption to County and the public as reasonably possible.

Within 90 days after written notice from the County to the Grantee requesting Grantee to relocate the Sewer System Improvements to a different location, the Grantees shall relocate the Sewer System Improvements from the Easement Area to another area, as designated by the County. PROVIDED, HOWEVER, at the sole option of Grantee, upon Grantee's receipt of the relocation notice from County, Grantee may choose to completely remove the Sewer System Improvements and terminate Grantee's rights under this agreement.

5. Compliance with Laws. Grantee shall comply with all of the requirements of all county, municipal, state and federal authorities and observe all county, municipal, state and

federal laws, regulations, and codes now in force or which may hereinafter be in force pertaining to the Easement Area and Grantee's Sewer System Improvements. Prior to any construction, Grantee shall seek and obtain approval of the design of its Sewer System Improvements by the County of Maui, Department of Environmental Management, Wastewater Reclamation Division ("DEM"). County shall incorporate changes to the design as requested by DEM.

6. Indemnity. (a) The Grantee shall defend, indemnity and hold harmless the Grantor and the Grantor's officers, employees, agents, successors and assigns, against any and all claims for property damage, personal injury, or wrongful death by whomsoever suffered or brought, arising in any manner whatsoever, directly or indirectly, from the Grantee's private sewerline or its placement, construction, reconstruction, maintenance, operation, repair, replacement, removal or relocation, except as may have been caused by Grantor's own negligence or willful misconduct.

(b) The Grantee shall defend, indemnify and hold harmless the Grantor and the Grantor's officers, employees, agents, successors and assigns, from and against any and all damage to Grantee's private sewerline resulting from the public's use of the Easement Area, as a public roadway or from the Grantee's use, construction and maintenance of the Easement Area, or from the Grantor's construction, reconstruction, maintenance, operation, repair or removal of any waterline, sewerline or any other improvements in the Easement Area.

7. Damage to County Property. The Grantee, regardless of any prior approval granted by the County to conduct work or make improvements within the Easement Area, shall be responsible for all costs and expenses incurred by the County in connection with the repair of damages to County property when and to the extent such damages result from or arise out of the negligence of the Grantee, and shall reimburse the County for costs and expenses, including reasonable attorney's fees, incurred by the County in enforcing this provision.

8. Condemnation. In the event condemnation proceedings shall be initiated against the Easement Area by the County or any other authority with the power of eminent domain, the Grantee acknowledges that Grantee shall not be entitled to nor will assert any claim for compensation arising from the rights granted by this agreement or Grantee's Sewer System Improvements.

9. Non-Exclusive Easement. The right and easement granted herein are nonexclusive, and the County 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.

10. Removal. In the event the Grantee shall at any time completely remove the Sewer System Improvements from the Easement Area and for a period of twelve (12) months thereafter fail to reinstall the Sewer System Improvements, the Grantee shall, at the County's request, forthwith execute and deliver to County an instrument suitable for recordation in the appropriate registry office of the State of Hawaii as shall be sufficient to evidence the termination and surrender of the easement granted under this agreement.

11. Breach. If the Grantee fails to observe or perform any of the terms or conditions provided herein to be observed or performed by the Grantee, then an essential condition of this Agreement shall be conclusively presumed to have been breached and the Grantee shall be deemed to be in default and County may terminate this easement as follows:

At any time after a breach shall have occurred, the County shall notify Grantee in writing of its intention to terminate this easement. If Grantee within ninety (90) days from the date of mailing of the notice of intention to terminate, shall undertake to cure the default and shall with due diligence thereafter promptly cure the default, then County shall not have grounds to terminate this easement on account of such default. If the Grantee, within ninety (90) days from the date of mailing of the notice of intention to terminate, shall not undertake to cure the default or, having undertaken to cure the default, shall not cure the default promptly thereafter, then County shall have the right to apply to the Second Circuit Court of the State of Hawaii or other court of competent jurisdiction for an order declaring this easement terminated and of no further force and effect, and upon receiving such an order from the Court, the County shall be entitled to remove Grantee's Sewer System Improvements from the Easement Area, with all associated costs to be borne and immediately payable by Grantee.

Nothing in this paragraph 11 shall be construed to limit or preclude County from exercising any other available remedy at law or in equity with respect to Grantee's breach of the terms of this agreement.

12. Assignment. Grantee may not assign this Agreement to any other person without the express prior written consent of the County. A putative assignment made without such required consent will have no effect.

13. No Warranties. The County 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 County 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.

14. Definitions. When more than one person is involved in the grant of this indenture and the covenants herein contained, the term "County" 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 "County"

wherever used herein shall be held to mean and include the County, 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 County and its successors and assigns, and the Grantee and its successors and permitted assigns.

15. Counterparts. This agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

16. Authorized Representative. Each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

17. Insurance. In consideration for the granting of this easement, the Grantee shall procure, at its own cost and expense, and shall maintain during the entire period of this easement a policy or policies of comprehensive public liability insurance, in the minimum amount of ONE MILLION AND NO/100 DOLLARS ($1,000,000.00), insuring and defending the Grantor against all claims for personal injury and/or death against which the Grantee is responsible to defend, indemnify or hold harmless the Grantor under the terms of this agreement, and in an amount of at least ONE HUNDRED THOUSAND AND NO/100 dollars ($100,000.00) for all claims of property damage against which the Grantee is responsible to defend, indemnify or hold harmless the Grantor under the terms of this agreement. The Grantee shall furnish the Grantor with a certificate showing said policy or policies to be initially in force and shall furnish a like certificate upon each renewal of the policy or policies, each certificate to contain or be accompanied by an assurance of the insurer to notify the Grantor of any intention to cancel said policy or policies at least sixty (60) days prior to actual cancellation. The procuring of this policy or policies shall not release or relieve the Grantee of its responsibility under this agreement or limit the amount of the Grantee's liability under this agreement. The notice to cancel shall be sent to the Grantor at least sixty (60) days prior to the date of cancellation.

[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:

COUNTY OF MAUI

By _____
ALAN M. ARAKAWA
Its Mayor

APPROVAL RECOMMENDED:

_____
CAROL K. REIMANN
Director of Housing and Human Concerns

_____
DAVID C. GOODE
Director of Public Works

GRANTEE:

HOSPICE MAUI, INC.

By _____
C.E.O.
Its

APPROVED AS TO FORM
AND LEGALITY:

_____
Deputy Corporation Counsel
County of Maui
MICHAEL J. HOPPER

STATE OF Hawaii)
County of Maui) SS.
)

On this 17th day of September, 2015, before me personally appeared R. Gregory Lagoy, 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]

CINDY L. P. GARCIA NOTARY PUBLIC Comm. No. 11-357 STATE OF HAWAII

Cindy L P Garcia
Notary Public, State of Hawaii

Print Name: Cindy L P Garcia

My Commission Expires: 11/13/2015

NOTARY PUBLIC CERTIFICATION

Doc. Date:	September 17, 2015	# Pages:	12
Notary Name:	Cindy L P Garcia	Judicial Circuit:	2nd
Doc. Description:	Sewerline Easement		

[Stamp or Seal]

CINDY L. P. GARCIA NOTARY PUBLIC Comm. No. 11-357 STATE OF HAWAII

Notary Signature: Cindy L P Garcia

Date: 9/17/2015

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this _____ day of _____, 20___, before me personally appeared ALAN M. ARAKAWA, to me personally known, who, being by me duly sworn 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 Section 7-5.11 and Section 9-18 of the Charter of the County of Maui; and the said ALAN M. ARAKAWA acknowledged the said instrument to be the free act and deed of said County of Maui.

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

[Stamp or Seal]

_____
Notary Public, State of Hawaii

Print Name: _____

My commission expires: _____

NOTARY PUBLIC CERTIFICATION

Doc. Date: _____ # Pages: _____

Notary Name: _____ Judicial Circuit: _____

Doc. Description: _____

_____

_____ [Stamp or Seal]

_____

Notary Signature: _____

Date:

EASEMENT DESCRIPTION

Being all of Easement 1 (6 feet wide) for sewerline purposes lying wholly within Lot B-1-B-4 of the Hale O Mana'o Lana Hou Subdivision (Mahalani Street) [TMK: (2) 3-8-046:026], in favor of Hospice Maui, Inc. affecting Lot B-1-B-4 of the Hale O Mana'o Lana Hou Subdivision (Mahalani Street) [TMK: (2) 3-8-046:026].

Situated at Wailuku Commons, Kalua, Wailuku, Maui, Hawaii
TMK: (2) 3-8-046:026 portion

Beginning at the southwesterly corner of this easement, being a point on the northerly boundary of Lot B-1-B-3 of the Hale O Mana'o Lana Hou Subdivision [TMK: (2) 3-8-046:017], being a point on the southerly side of Lot B-1-B-4 of the Hale O Mana'o Lana Hou Subdivision (Mahalani Street) [TMK: (2) 3-8-046:026] the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE" being 930.27 feet north and 1,742.02 feet east and running by azimuths measured clockwise from true south; thence,

1. 166° 02' 44.40 feet along the remainder of Lot B-1-B-4 of the Hale O Mana'o Lana Hou Subdivision (Mahalani Street) [TMK: (2) 3-8-046:026]; thence,

2. 225° 00' 23.56 feet along the same; thence,

3. Following along Lot 2 of the Hale O Mana'o Lana Hou Phase II [TMK: (2) 3-8-046:037] along a curve to the right with a radius of 437.59 feet, the radial azimuth to the point of curve being 165°59'45", the radial azimuth to the point of tangent being 167°29'21", the direct azimuth and distance being,

   256° 44' 33" 11.40 feet; thence,

4. 45° 00' 29.86 feet along the remainder of Lot B-1-B-4 of the Hale O Mana'o Lana Hou Subdivision (Mahalani Street) [TMK: (2) 3-8-046:026]; thence,

5. 346° 02' 40.73 feet along the same; thence,

6. Following along Lot B-1-B-3 of the Hale O Mana'o Lana Hou [TMK: (2) 3-8-046:017] along a curve to the left with a radius of 381.59 feet, the radial azimuth to the point of curve being 163°51'36", the radial azimuth to the point of tangent being 162°57'29", the direct azimuth and distance being,

   73° 24' 32.5" 6.01 feet to the point of beginning and containing an area of 416 square feet.

This description is based on an actual field survey and was prepared by me or under my direct supervision.

13 AUG 15

Randall Sherman
Licensed Professional Land Surveyor
State of Hawaii Certificate Number LS4187
License Expiration Date: April 30, 2016

Date

Exhibit "A"

Valley Isle Surveyors, Inc. P.O. Box 1001 Kihei, HI 96753 TEL: (808) 874-8066

EASEMENT DESCRIPTION

Being all of Easement 2 (6 feet wide) for sewerline purposes lying wholly within Lot 2 of the Hale O Mana'o Lana Hou Phase II [TMK: (2) 3-8-046:037], in favor of Hospice Maui, Inc. affecting Lot 2 of the Hale O Mana'o Lana Hou Phase II [TMK: (2) 3-8-046:037].

Situated at Wailuku Commons, Kalua, Wailuku, Maui, Hawaii
TMK: (2) 3-8-046:037 portion

Beginning at the southwesterly corner of this easement, being a point on the southerly boundary of Lot 2 of the Hale O Mana'o Lana Hou Phase II [TMK: (2) 3-8-046:037], being a point on the northerly side of Lot B-1-B-4 of the Hale O Mana'o Lana Hou Subdivision (Mahalani Street) [TMK: (2) 3-8-046:026] the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE" being 990.02 feet north and 1,747.96 feet east and running by azimuths measured clockwise from true south; thence,

1.	225° 00'	26.44	feet along the remainder of Lot 2 of the Hale O Mana'o Lana Hou Phase II [TMK: (2) 3-8-046:037]; thence,
2.	170° 18'	52.80	feet along the same; thence,
3.	185° 12'	52.10	feet along the same; thence,
4.	243° 32'	42.97	feet along the same; thence,
5.	19° 50' 40"	4.51	feet along the same along Existing Sewerline Easement C; thence,
6.	289° 50' 40"	3.99	feet along the same; thence,
7.	63° 32'	39.12	feet along the remainder of Lot 2 of the Hale O Mana'o Lana Hou Phase II [TMK: (2) 3-8-046:037]; thence,
8.	5° 12'	47.97	feet along the same; thence,
9.	350° 18'	55.12	feet along the same; thence,
10.	45° 00'	19.85	feet along the same; thence,
11.	Following along Lot B-1-B-4 of the Hale O Mana'o Lana Hou (Mahalani Street) [TMK: (2) 3-8-046:017] along a curve to the left with a radius of 437.59 feet, the radial azimuth to the point of curve being 167°29'21", the radial azimuth to the point of tangent being 165°59'45", the direct azimuth and distance being,		
	76° 44' 33"	11.40	feet to the point of beginning and containing an area of 1,000 square feet.

This description is based on an actual field survey and was prepared by me or under my direct supervision.

13 Aug 15

Randall Sherman — Date
Licensed Professional Land Surveyor
State of Hawaii Certificate Number LS4187
License Expiration Date: April 30, 2016

RANDALL SHERMAN REGISTERED PROFESSIONAL LAND SURVEYOR #LS4187 HAWAII, U.S.A.

Exhibit "B"

P.O. Box 1001
Kihei, Maui, HI 96753

Valley Isle Surveyors, Inc.

TEL: (808) 874-8066
FAX: (808) 874-8366

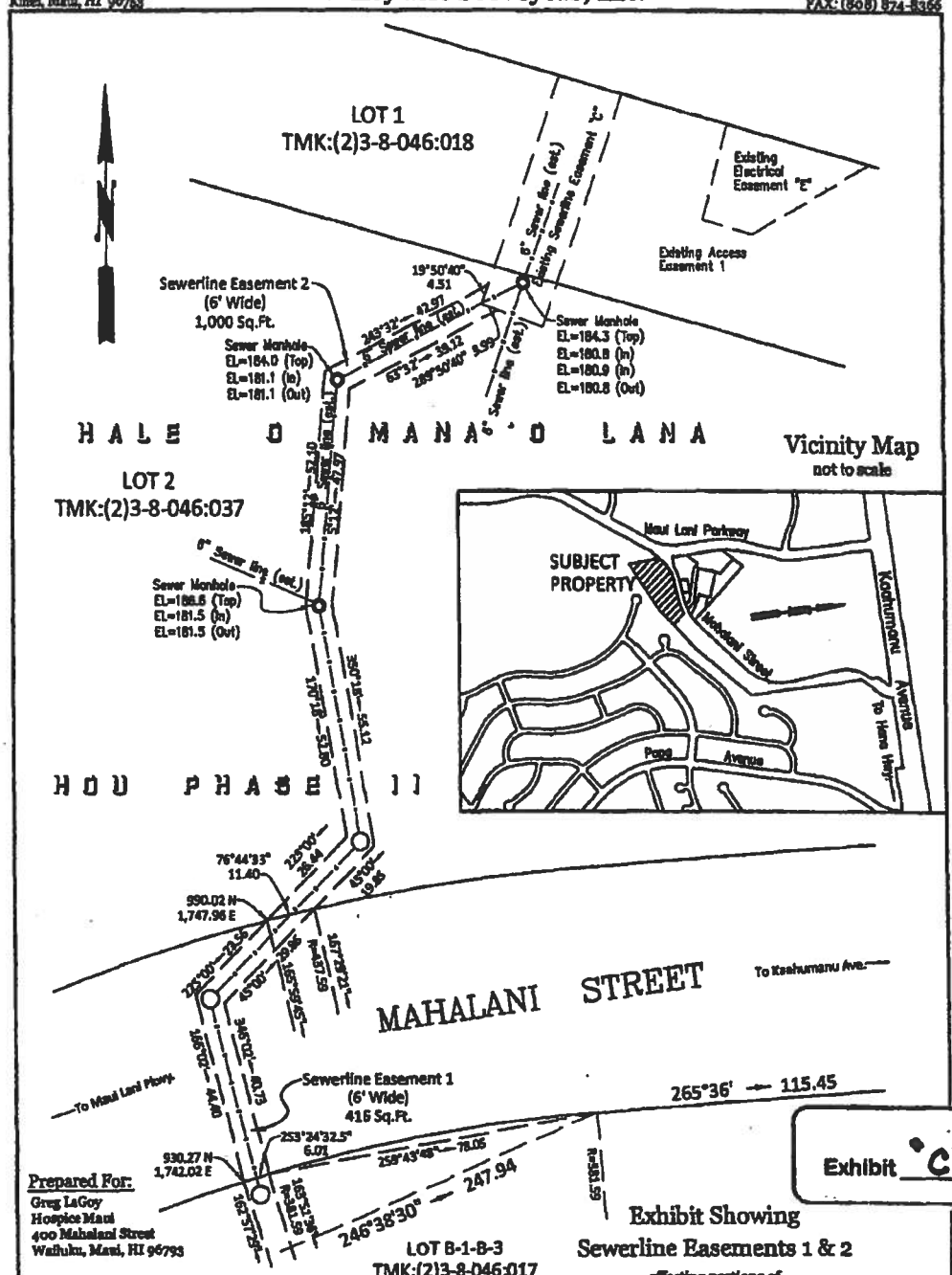

Exhibit "C"

Prepared For:
Greg LeGoy
Hospice Maui
400 Mahalani Street
Wailuku, Maui, HI 96793

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

Randall Sherman
Licensed Professional Land Surveyor
State of Hawaii Certificate Number LS4187
License Expiration Date: April 30, 2016
Land Court Certificate No 189

RANDALL SHERMAN
LICENSED PROFESSIONAL LAND SURVEYOR
LS4187
HAWAII, U.S.A.

NOTES:

1. This map is based on an actual field survey performed on 16 MAY & 4 SEP 2014.
2. Azimuths and coordinates are referred to Government Survey Triangulation Station "LUKE".
3. No pipes (found or set) at all boundary corners, unless otherwise noted.
4. Elevations are based on Mean Sea Level.
5. Benchmark elevation provided by County of Maui.

Exhibit Showing
Sewerline Easements 1 & 2
affecting portions of
LOT B-1-B-3
of the
HALE O MANA'O LANA HOU SUB'D & LOT 2
of the
HALE O MANA'O LANA HOU PHASE II
(being portions of Royal Patent 4475, Land Commission Award 7719 to V. Kamamalu & Grant 3343 to Claus Spreckels)
Situated at
Wailuku Commons, Kahua, Wailuku, Maui, Hawaii

30 0 30 60 90
SCALE: 1 inch = 30 feet

REVISED: 13 AUG 15
DATE: 5 JAN 15

JOB NO: 14094 NAME: LAGOY-TOPO Sewerline TMK: (2) 3-8-046:017 (2) 3-8-046:037