

October 30, 2024

MEMO TO: DRIP-2(24) File

F R O M: Tamara Paltin, Chair *Tamara A.M. Paltin*
Disaster Resilience, International Affairs, and Planning Committee

SUBJECT: **DISCUSSION ON PROPOSED CHANGE IN ZONING FOR
PULELEHUA** (DRIP-2(24))

The attached informational document pertains to Item 2(24) on the Committee's agenda.

Attachment

**AGREEMENT FOR WATER DELIVERY
(PULELEHUA)**

THIS AGREEMENT ("Agreement") is made and entered into on this 3rd day of JUNE, 2016, by and between **MAUI LAND & PINEAPPLE COMPANY, INC.**, a Hawaii corporation, whose address is 200 Village Drive, Kapalua, Hawaii 96761, hereinafter called "MLP", and **MAUI OCEANVIEW LP**, a Delaware limited partnership, whose address is 2525 McKinney Avenue, Suite B, Dallas, Texas 75201, hereinafter called "Developer".

R E C I T A L S:

A. MLP is the owner and operator of the "Honolua Ditch" surface water collection, transmission and delivery system (the "Water System") that provides non-potable water for use in the businesses and operations of MLP and for use by others pursuant to agreements that MLP has entered into with such others.

B. Developer is the owner of certain unimproved parcels of land located in Lahaina, Maui, Hawaii, described as Lots 1 and 2 of the Mahinahina Mauka Subdivision (currently TMK Nos. (2) 4-3-1-82 & -83, respectively), which will be the site of the proposed Pulelehua development, a planned, mixed-use community (the "Project").

C. MLP is the owner of the land located at Mahinahina 1, 2, 3 and 4, Kaanapali, Lahaina, Island and County of Maui, State of Hawaii, identified by Tax Map Key No. (2) 4-3-001-084, being Lot 3 of the Mahinahina Mauka Subdivision ("Lot 3"), which contains a water reservoir that has the capacity to store approximately five million gallons of water ("Reservoir 17"), and Tax Map Key No. (2) 4-4-002-016 (the "Reservoir 140 Lot"), which are more described in Exhibit A together with all improvements located thereon (collectively, the "Reservoirs").

D. The parties desire to enter into this Agreement to set forth the terms and conditions upon which MLP will (1) provide non-potable water from its Water System to supply the Project and (2) convey the Reservoirs and the real property relating to the Reservoirs and the Water Well to Developer, subject to the terms herein.

NOW, THEREFORE, in consideration of the above and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Private Water System Easement.** On or about the date of this Agreement, MLP and Developer are entering into that certain Grant of Pulelehua Private Water System Easement (the "Grant"). The Grant provides for, among other things, the granting of easements over and across Lot 3 and the Reservoir 140 Lot for Developer to construct a Water Treatment Plant, Water Well, Reservoir Facilities, Transmission Facilities and Electric Lines (as such terms are defined in the Grant) in connection with the transmission of water from the Water System to the Reservoirs and the Project. All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Grant.

2. **Options to Purchase Real Property, Reservoirs and Water Well.** MLP hereby grants to Developer a ten (10) year option (each an "Option" and collectively the "Options") to purchase from MLP, at no cost, the following: (a) the Reservoir 140 Lot, together with the reservoir and any improvements thereon (but excluding the portions of the Honolua Ditch located within Reservoir Lot 140, for which MLP will reserve a perpetual easement in a form reasonably agreed upon by MLP and Developer) ; (b) Reservoir 17, together with up to five (5) acres surrounding Reservoir 17 (hereinafter referred to as the "Reservoir 17 Lot"), the location and acreage of the Reservoir 17 Lot to be reasonably agreed upon between MLP and Developer (provided Developer shall be responsible for any and all costs associated with subdividing the Reservoir 17 Lot, including any permits needed in connection with such subdivision and the construction of Developer's Water Treatment Plant); and (c) up to one-half (1/2) an acre of Lot 3 to construct the Water Well and all necessary water infrastructure and water lines to service the Project, such ½ acre site to be at an elevation of at least 1,200 feet above sea level and in close proximity to Developer's Water Treatment Plant at a location reasonably agreed upon between MLP and Developer (provided Developer shall be responsible for any and all costs and permits associated with subdividing the well lot). Developer may exercise any of the Options, whether individually or simultaneously, granted in this Section 2 by providing MLP with written notice of Developer's election to exercise such Option. MLP shall convey the properties to Developer or its designee by limited warranty deed and free of any monetary liens or other encumbrances that would impair use of the properties for the purposes contemplated by this Agreement, but subject to all other encumbrances of record. The rights of Developer with respect to the Options shall terminate on the date that is ten (10) years from the date of this Agreement.

3. **Delivery of Water.** Subject to the terms and conditions herein, MLP agrees to deliver non-potable water from the Water System to Developer. MLP will make such water available for Developer to draw from the existing Honolua Ditch water transport channel at the location of Developer's water treatments facilities adjacent to the ditch. Developer shall be entitled to draw from the ditch non-potable water in such amounts as needed to meet the potable and non-potable water demands of the Project of up to 0.750 Million Gallons Per Day ("MGD"). Water delivered pursuant to this Agreement shall be used for the Project only and may not be transmitted to or used on any lands other than the parcels identified in Exhibit A, provided that Developer may elect to provide water that Developer is entitled to draw under this Agreement to the County of Maui Department of Water Supply ("DWS") in exchange for DWS service to the Project.

4. **Treatment and Use.** Water that Developer draws pursuant to this Agreement may not be used for potable water purposes unless Developer at its expense first filters and treats the water until it meets all state and federal drinking water laws, regulations and standards. Developer's water service to the Project shall at all times comply with applicable laws and regulations. Developer shall not use water from the Water System to serve owners or occupants of the Project until Developer receives certification for such service from the Public Utilities Commission of the State of Hawaii ("PUC") (i.e., a Certificate of Public Convenience and Necessity). Developer agrees to implement reasonable measures in the development of the Project to mitigate demand for water from the Water System, such as imposing restrictive covenants and rules to prohibit excessive water use, requiring landscaping with drought-tolerant lawns and plantings, and use of alternative water sources for irrigation where feasible.

5. **Use Priorities.** Developer acknowledges and agrees that MLP: (a) shall have the right to provide water from MLP's Water System to DWS and others for production of potable water ("Potable Uses"); provided, however, with respect to Potable Uses, the parties acknowledge and agree that (i) as of the date of this Agreement, the only parties that MLP has contracted with and granted the right to produce potable water from MLP's Water System are DWS and Developer, (ii) MLP shall provide notice to Developer if MLP enters into an agreement with any other party with respect to Potable Uses; provided, however, DWS and Developer shall have priority over any other party, whether now or in the future for so long as this Agreement is in effect, claiming any right to Potable Uses, and (iii) despite using the Water System for Potable Uses and Current Non-Potable Uses (as defined in Section 5(b) below), Developer shall have priority over any other party (except for DWS), whether now or in the future for so long as this Agreement is in effect, claiming any right to use MLP's Water System for potable and non-potable water; (b) shall have the right to continue to provide water for non-potable use to Kapalua Water Company and other existing non-potable users (the "Current Non-Potable Uses"); and (c) shall have the right to provide additional non-potable water to existing and new non-potable users pursuant to other water purchase agreements that MLP may enter into from time to time (collectively the "New Non-Potable Uses"). In the event of drought or other conditions that may reduce the water available to MLP below the amount required for MLP to meet its various potable and non-potable demands, commitments and requirements, the parties agree that MLP shall allocate its water resources as follows: first, to satisfy all Potable Uses, including Potable Uses at the Project, in the priority of their respective water delivery agreements, which reflect DWS and Developer having priority of any other party with respect to Potable Uses; second, to satisfy Current Non-Potable Uses; provided, however, that if there is insufficient water to satisfy all Current Non-Potable Uses, MLP shall have the right to reduce the amount of water delivered for non-potable use, provided that the delivery of water for all other Current Non-Potable Uses shall be similarly reduced in a nondiscriminatory manner based upon each Current Non-Potable Use's respective non-potable water usage over the preceding twelve months; and third, to the extent available, to satisfy the New Non-Potable Uses.

6. **Water Delivery Charges.** MLP will deliver such water through the Water System and the Project will accept delivery of such water at the delivery location and in the quantities above specified (or such lesser quantities that may be specified by Developer from time to time) and will pay for the same at the initial rate of \$310.00 per million gallons (i.e., \$0.310 per thousand gallons) plus the Hawaii general excise tax thereon, payable monthly in arrears (or such other time periods as may be mutually agreed upon by the parties in writing). On each anniversary of the date of this Agreement, the rate then in effect shall be increased by a percentage equal to the percentage increase over the preceding twelve months in the Consumer Price Index for All Urban Consumers (CPI-U) for Honolulu published by the U.S. Department of Labor – Bureau of Labor Statistics (1982-84=100) ("CPI"); provided that if such index is discontinued MLP shall have the right to reasonably designate an alternative index of inflation. MLP reserves the right at any time to adjust the rate in effect from time to time to be commensurate with any material increase in MLP's costs in operating and maintaining the Water System, provided that (1) MLP shall provide Developer with no less than thirty (30) days notice of such rate adjustment which notice shall include reasonably detailed information supporting such increase, (2) such an increase shall be permitted only to the extent that the increases in MLP's costs in operating and maintaining the Water System exceed the increases in the rate based on CPI as provided in the preceding sentence, and (3) the increase in the rate shall reflect a

proportionate allocation of the cost increase among all users, such that Developer does not disproportionately bear the impact of cost increases. The cost of any repairs or replacements performed for or on behalf of MLP in operating and maintaining the Water System which are classified as capital improvements under generally accepted accounting principles shall be amortized over the useful life of the improvement. To the extent MLP passes such capital improvement costs to the users of the Water System, in any particular calendar year, MLP shall only be allowed to pass along the amortized portion of the capital improvement attributable to such calendar year in accordance with the terms and requirements of subsections (1) through (3) hereinabove. Developer shall pay to MLP together with each payment required hereunder which is subject to the State of Hawaii general excise tax on gross income, as it may be amended from time to time, or any successor or similar tax, an amount which, when added to such payment (currently 4.166% of each such payment), shall yield to MLP, after deduction of all such tax payable by MLP with respect to all such payments, a net amount equal to that which MLP would have realized from such payments had no such tax been imposed.

7. **Water Meters.** Developer shall, at its own expense, install and maintain suitable gauges or meters at accessible locations to accurately measure all water taken by Developer from the Water System. Such gauges or meter shall be subject to MLP's reasonable approval, such approval to not be unreasonably withheld, conditioned or delayed, and representatives of MLP shall have access to such gauges or meters at all reasonable times for the purpose of reading and checking the same.

8. **This Agreement is Non-Expiring; Abandonment.** This Agreement shall remain in effect until terminated by mutual agreement of the parties, provided that this Agreement may be terminated by MLP if, following the date on which Developer's Water Treatment Plant is placed in service, Developer voluntarily stops drawing material quantities of water from the Water System for use at the Project for two (2) consecutive years and Developer does not resume drawing material quantities within six (6) months of the date that Developer receives notice from MLP of MLP's intent to terminate this Agreement pursuant to the terms herein. Furthermore, this Agreement may be terminated by Developer if, following the date on which Developer's Water Treatment Plan is placed in service, Developer notifies MLP that Developer no longer requires material quantities of water from the Water System. For purposes of this Section 8, "material quantities" is defined as 36,000,000 gallons in any given calendar year. *[Drafting note: this figure is based on approximately 100,000 gallons per day, which is a small fraction of Pulelehua's total estimated usage at build-out of 750,000 gpd.]*

9. **MLP's Warranties, Representations & Covenants.** MLP warrants and represents to Developer (a) that MLP is the owner in fee simple or holds recorded easements for all of the lands underlying the portions of the Water System necessary to deliver water to the Reservoirs and the Project pursuant to this Agreement, (b) that MLP currently holds, and will use commercially reasonable efforts to at all times maintain, all permits and approvals required by law for the operation of the Water System, including those required by the Commission on Water Resource Management of the State of Hawaii ("CWRM") and the County of Maui, which efforts will be comparable to the efforts used by MLP to manage, repair and maintain the Water System for all other users, (c) that MLP will at all times exercise commercially reasonable efforts to manage, repair and maintain the Water System in condition adequate for the reliable delivery of water to the Reservoirs and the Project in accordance with this Agreement, and (d) that the Water

System will not be relocated during the term of this Agreement. Except as set forth throughout this Agreement, MLP makes no warranties, express or implied, as to water quality available to Developer, or any other warranties.

10. **Force Majeure.** Developer and MLP agree and understand that their ability to perform their respective obligations under this Agreement are made expressly subject to earthquake, hurricanes, drought, landslides, tunnel or ditch collapse or other natural disasters or events which render MLP's Water System temporarily or permanently inoperable, actions of CWRM, the PUC or other federal, state and county governments or agencies thereof, including without limitation enactment or enforcement of laws or governmental regulations, strikes, lock-outs, unavailability of labor or materials, wars, insurrections, rebellions, civil disorder, declaration of national emergencies, acts of God, or other causes beyond MLP's and/or Developer's respective control (collectively "*force majeure*"). Neither party shall have any liability for failure or inability to perform its obligations hereunder to the extent such failure or inability is caused by any such *force majeure* cause or event. Developer further acknowledges and agrees that if the Water System is substantially damaged or destroyed by natural disasters, tunnel collapse or ditch collapse or similar *force majeure* events there is no assurance that it is possible to rebuild the Water System and MLP shall not be obligated to undertake such rebuilding unless all necessary governmental approvals are issued and adequate funding of such work is first committed by governmental agencies, users of the Water System, lenders and any other available sources.

11. **PUC Commitments.** If this Agreement and/or the services provided hereunder (including without limitation the provision of water to the Project) shall at any time be determined by the PUC to require regulation and/or certification (i.e., a Certificate of Public Convenience and Necessity) by the PUC, then MLP at its sole cost and expense, shall use its reasonable best efforts and diligence to obtain such certification or other authorization from the PUC that would allow MLP (or such other entity as may be assigned or designated by MLP) to continue to provide water and/or said services to the Project pursuant to the terms of this Agreement. As part of said proceeding requesting such certification or authorization, MLP agrees to request PUC approval of a tariffed rate or rates for the services covered under this Agreement at the lower of either (1) the rate in effect under this Agreement at that time, or (2) rate(s) designed to (a) recover the then current operating expenses of the water operations, (b) a reasonable reserve for capital repairs and maintenance, and (c) a reasonable return of investment on any applicable rate base. During the pendency of such proceedings, MLP agrees, unless ordered otherwise by PUC or court order, that MLP (or its designated entity) will continue to provide water to the Project in the amount specified in this Agreement and on all of the other terms and conditions set forth in this Agreement. Notwithstanding the above, Developer agrees and acknowledges that the rate(s) that may ultimately be approved by the PUC and at which Developer will be obligated to pay may be different than the rate(s) proposed as part of that proceeding, and that said rate(s) as may ultimately be approved by the PUC and at which Developer will be obligated to pay may change from time to time by order or approval of the PUC.

12. **Condemnation.** This Agreement does not confer on Developer any right, title or interest in the Water System, which remains the sole property of MLP. If the Water System or any part thereof shall be taken or condemned by any authority having the power of

eminent domain, Developer shall have no claim to compensation for the taking of the Water System but Developer shall be entitled to seek compensation and damages from the condemning authority for the loss of Developer's rights and interests under this Agreement, including inverse condemnation damages arising from the diminution in value of the Project from the loss of rights to obtain water from the Water System.

13. **Indemnity**. Developer shall defend and indemnify MLP to the maximum extent permitted by law against any suit or claim brought, or loss suffered or liability incurred by MLP, including all reasonable fees and litigation costs and expenses, arising out of any claim for personal injury (including death) or damage to or the loss of property, resulting from the use of the Water System by Developer and the end recipients at the Project, or consumption of water at the Project, in connection with water delivered pursuant to this Agreement.

14. **Defaults and Remedies**. If a party fails to perform any of the terms, covenants and agreements contained herein, if such failure continues for a period of thirty (30) days after written notice, then the non-defaulting party shall be entitled to all remedies available to it at law or equity, including by way of example and not in limitation thereof, the right to sue such person for specific performance, injunctive relief and/or monetary damages, including without limitation, reasonable attorneys' fees, costs and expenses.

15. **Attorneys Fees**. Should any party hereto employ an attorney for the purpose of enforcing or construing this Agreement, or any judgment based on this Agreement, in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, the prevailing party shall be entitled to receive from the other party or parties thereto reimbursement for all reasonable attorneys' fees and all costs, whether incurred at the trial or appellate level, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees and the cost of any bonds, whether taxable or not, and such reimbursement shall be included in any judgment, decree or final order issued in that proceeding. The "prevailing party" means the party in whose favor a judgment, decree, or final order is rendered.

16. **Notices**. All communications hereunder will be in writing and shall be deemed duly communicated when delivered in person, sent by facsimile transmission, sent by email, or four (4) days after being sent by certified or registered mail, postage prepaid, addressed to:

if to MLP, to:

Maui Land & Pineapple Company, Inc.
200 Village Road
Lahaina, HI 96761
Attention: Tim T. Esaki
Email: tesaki@mlpmaui.com
Telephone: (808) 665-5480
Facsimile: (808) 665-0641

with a copy to:

Cades Schutte LLP
444 Hana Highway Suite 204
Kahului, Hawaii 96732
Attention: Rick Kiefer
Email: rkiefer@cades.com
Telephone: (808) 871-9700
Facsimile: (808) 871-6017

if to Developer, to:

Maui Oceanview LP
2525 McKinney Avenue, Suite B
Dallas, Texas 75201
Attention: Paul Cheng
Email: paulc@chenginvestments.com
Telephone: (214) 415-8868
Facsimile: (214) 731-9600

with a copy to:

Kessler Collins, P.C.
2100 Ross Avenue, Suite 750
Dallas, Texas 75201
Attention: Anthony J. Barbieri
Email: ajb@kesslercollins.com
Telephone: (214) 379-0733
Facsimile: (214) 373-4714

17. **Assignment.** Developer may assign this Agreement, in whole or in part, without MLP's consent (a) in connection with the transfer by Developer of the Project, (b) to a corporation, limited liability company, partnership or other entity wholly owned by, or in common control with Developer, or (c) to a private water company formed or engaged by Developer to provide PUC-regulated water service to the Project. Otherwise Developer may not assign any rights hereunder without the prior written consent of MLP, which consent may be withheld in MLP's sole discretion.

18. **Binding Effect.** This Agreement shall be binding on, and shall inure to the benefit of, the parties and their successors and permitted assigns.


19. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed an original; such counterparts shall together constitute but one agreement. A facsimile copy of a signature shall constitute an original signature for purposes of the execution of this Agreement.

20. **Amendment.** No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

[SIGNATURES FOLLOW]

DATED: _____, 2016.

**MAUI LAND & PINEAPPLE COMPANY,
INC.**

By  _____
Name: Tim T. Esaki
Its: Chief Financial Officer

MLP

MAUI OCEANVIEW LP,
a Delaware limited partnership

By: Maui Oceanview GP Inc.,
a Texas corporation,
its sole general partner

By _____
Name:
Its:

Developer

DATED: _____, 2016.

**MAUI LAND & PINEAPPLE COMPANY,
INC.**

By _____
Name:
Its:

MLP

MAUI OCEANVIEW LP,
a Delaware limited partnership

By: Maui Oceanview GP Inc.,
a Texas corporation,
its sole general partner

By _____
Name:
Its:

Paul Cheng
Paul Cheng
PRESIDENT

Developer

EXHIBIT A

Location and Description of Reservoirs

TMK (2) 4-3-001-084

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Grant Number 1166 to D. Baldwin, J. F. Pogue and S.E. Bishop, Royal Patent Number 415, Land Commission Award Number 75 to Charles Cockett, Royal Patent Number 1663, Land Commission Award Number 5524, Apana 1 to L. Konia, Royal Patent Number 4919, Land Commission Award Number 3925-M, Apana 2 to Lili, Royal Patent Number 4587, Land Commission Award Number 3925-G, Apana 2 to Apolo, Land Commission Award Number 10813, Apana 2 to L. Palina, Royal Patent Number 7945, Land Commission Award Number 3925-H, Apana 4 to Kaaha, Royal Patent Number 5037, Land Commission Award Number 9065, Apana 1 to Kuoioi, and Royal Patent Number 6231, Land Commission Award Number 3925-I, Apana 6 to Pala, also being all of Royal Patent Number 4698, Land Commission Award Number 4268, Apana 2 and 4 to Koiku, Royal Patent Number 5037, Land Commission Award Number 9065, Apana 3 to Kuoioi, and Land Commission Award Number 10,813, Apana 1 to L. Palina) situate, lying and being Alaeloa 1 and 2, Mailepai, Kahana, Mahinahina 1, 2, 3, and 4, Kaanapali, District of Lahaina, Island and County of Maui, State of Hawaii, being LOT 3 of the "MAHINAHINA MAUKA SUBDIVISION", as referenced on Subdivision Map dated September 15, 2009, last revised April 23, 2010 and approved by the Director of Public Works, County of Maui on May 12, 2010 (Subdivision File No. 4.955), bearing Tax Key designation (2) 4-3-001-084 and containing an area of 1,434.795 acres, more or less.

TMK (2) 4-4-002-016

-PARCEL FIRST:-

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Land Patent Grant Number 9269 to Pioneer Mill Company, Limited) situate, lying and being at Honokowai, District of Kaanapali, Island and County of Maui, State of Hawaii, being RESERVOIR SITE ON NORTH SIDE OF HONOKOWAI GULCH AND ON WEST SIDE OF HONOKOHAU DITCH RIGHT-OF-WAY and thus bounded and described as follows:

Beginning at the southeast corner of this lot, on the north side of Honokowai Gulch and on the west side of Honokohau Ditch Right-of-Way (40 feet wide), said corner being by true azimuths and distance 349° 33' 30" 87.13 feet from the Pioneer Mill Company's Triangulation Station "NORTH SIPHON", the coordinates of said triangulation station referred to Government Survey Triangulation Station "PUU KOLII" being 5364.0 feet north and 2432.9 feet west, as shown on Government Survey Registered Map No. 2534, and running by true azimuths:

1. 109° 27' 488.00 feet along the north side of Honokowai Gulch;
2. 186° 08' 707.00 feet along government land;
3. 198° 20' 288.00 feet along same;
4. 230° 08' 339.00 feet along same to the west side of Honokohau
Ditch Right-of-Way (40 feet

wide);

5. 343° 31' 263.70 feet along the west side of Honokohau Ditch
Right-of-Way (40 feet wide);
6. 323° 34' 265.85 feet along same;
7. 71° 50' 359.60 feet along same;
8. 350° 19' 187.65 feet along same;
9. 330° 50' 315.25 feet along same;
10. 5° 16' 261.50 feet along same to the point of beginning and
containing an area of 9.88 acres,
more or less.

-PARCEL SECOND:-

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Land Patent Grant Number 9269 to Pioneer Mill Company, Limited) situate, lying and being at Honokowai, District of Kaanapali, Island and County of Maui, State of Hawaii, being RIGHT-OF-WAY FOR OUTLET DITCH FROM RESERVOIR SITE TO HONOKOWAI-MAHINAHINA 4 BOUNDARY, BEING A STRIP OF LAND 20-FEET WIDE, extending 10 feet on each side of the center line and thus bounded and described as follows:

Beginning at a point on the west boundary of Reservoir Site, said point being 230° 08' 50.6 feet from the northwest corner of same, the coordinates of which is referred to Government Survey Triangulation Station "PUU KOLII" being 6392.64 feet north and 2691.17 feet west, as shown on Government Survey Triangulation Map No. 2534, and running by true azimuths:

1. 114° 50' 50.07 feet;
2. Thence along a curve to the right with a radius of 100 feet, the direct
azimuth and distance being:
126° 17' 39.7 feet;
3. 137° 44' 120.69 feet;
4. Thence along a curve to the left with a radius of 100 feet, the direct
azimuth and distance being:
132° 25' 18.53 feet;
5. 127° 06' 124.65 feet;

6. Thence along a curve to the right with a radius of 100 feet, the direct azimuth and distance being:

136° 23' 30" 32.29 feet;

7. 145° 41' 68.18 feet;

8. Thence along a curve to the right with a radius of 100 feet, the direct azimuth and distance being:

164° 08' 63.30 feet;

9. 182° 35' 194.58 feet;

10. Thence along a curve to the right with a radius of 200 feet, the direct azimuth and distance being:

184° 28' 30" 13.20 feet;

11. 186° 22' 156.12 feet;

12. Thence along a curve to the right with a radius of 400 feet, the direct azimuth and distance being:

198° 21' 166.10 feet;

13. 210° 20' 103.72 feet;

14. Thence along a curve to the right with a radius of 200 feet, the direct azimuth and distance being:

214° 27' 30" 28.78 feet;

15. 218° 35' 77.64 feet;

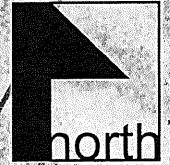
16. Thence along a curve to the right with a radius of 100 feet, the direct azimuth and distance being:

242° 37' 30" 81.48 feet;

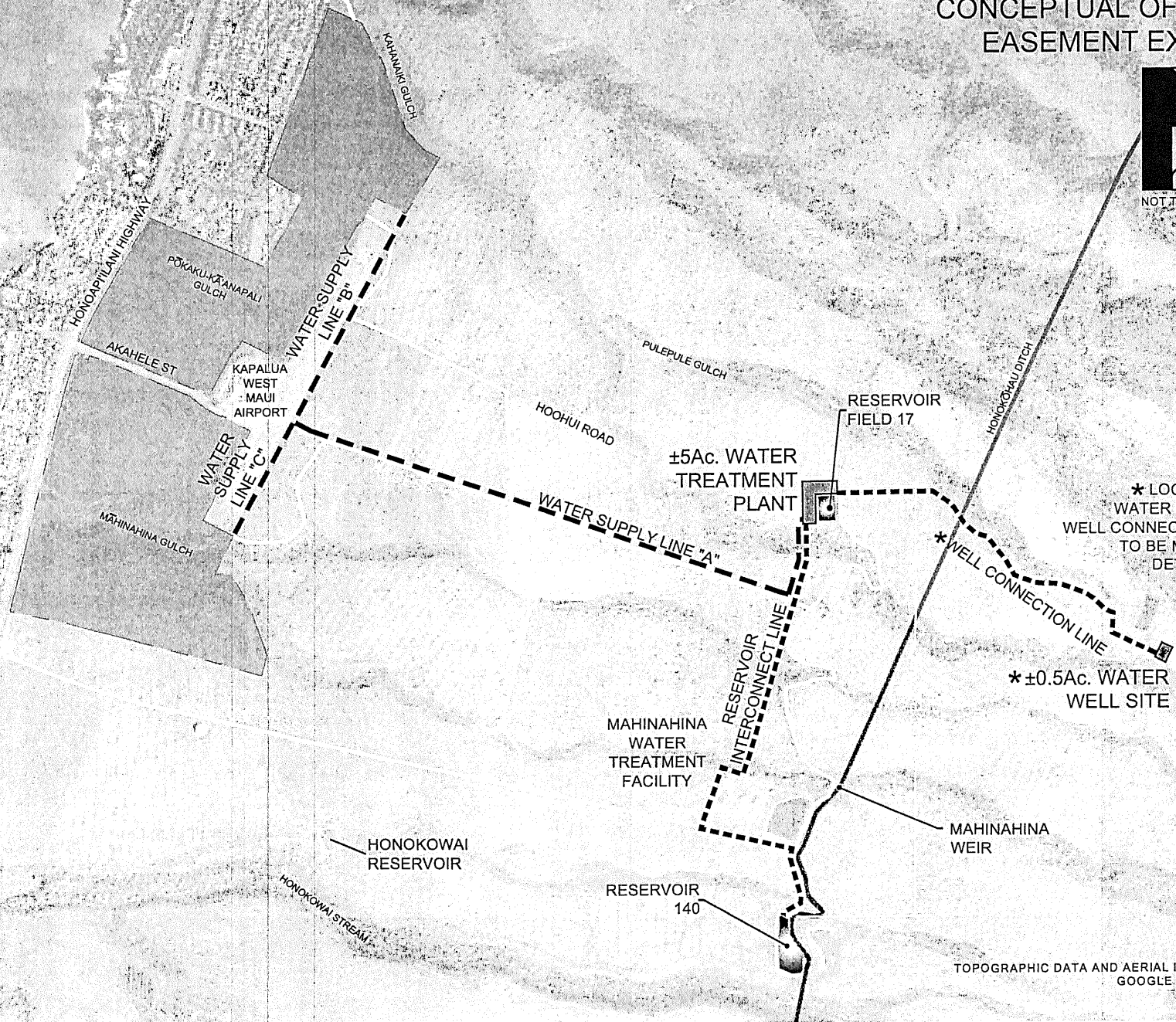
17. 266° 40' 27.05 feet, more or less, to Honokowai-Mahinahina 4 boundary and containing an area of 0.63 acre, more or less.

Pulelehua

CONCEPTUAL OFFSITE EASEMENT EXHIBIT



NOT TO SCALE



K:\FRL CIVIL\SINGLE FAMILY PURSUITS\2016033 - LAHAINA\CAD\EXHIBITS\EXHIBIT-EASEMENTS-OFFSITE.DWG
5/23/2016 7:44 AM

DWG NAME
LAST SAVED

NOTE:
TOPOGRAPHIC DATA AND AERIAL IMAGE FROM
GOOGLE EARTH 2016.