

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
Land Division
Honolulu, Hawaii 96813

January 12, 2018

Board of Land and Natural Resources
State of Hawaii
Honolulu, Hawaii

PSF: 14MD-198

MAUI

Amend Prior Board of Land and Natural Resources action of April 8, 2016, under Agenda Item D-5: *“Amend GL S-6050, Grant of Term, Non-Exclusive Easements to the Puamana Community Association for Shoreline Seawall/Revetment Encroachments Purposes, Puamana, Lahaina, Maui, Tax Map Key: (2) 4-6-028:seaward of 001, increasing the Easement Area from 1,895 Square Feet to 5,242 Square Feet.”*

The purpose of this amendment is to modify the approved easement areas, resulting in an increase to the current easement area of GL S-6050 from 1,895 square feet to a new total of approximately 5,365 square feet, more or less.

BACKGROUND:

By Land Board action of October 26, 2012, under agenda Item D-6, the Board authorized the direct sale of a 55-year term non-exclusive easement for seawall and revetment encroachment purposes to the Puamana Community Association (PCA). Following the Board's 2012 approval, the PCA paid \$116,300.00 as consideration for the easement and entered into a grant of non-exclusive easement agreement (GL S-6050) with the State, dated March 3, 2014 after fulfilling all procedural requirements. GL S-6050 is a term non-exclusive easement to PCA consisting of five (5) easement areas (Easements “E-1” through “E-5”) that cover a combined total area of 1,895 square feet (sq. ft.), as noted below:

GL S-6050 Easement Areas (BLNR approved 10/26/12)		
<i>Easements</i>	<i>Area (sq. ft.)</i>	<i>Description</i>
E-1	1115	Non-Exclusive Seawall Easement
E-2	57	Non-Exclusive Concrete Groin Easement
E-3	300	Non-Exclusive Pool Structure and Revetment Footing Easement
E-4	223	Non-Exclusive Seawall Easement
E-5	200	Non-Exclusive Seawall Easement
TOTAL	1895	

Following execution of GL S-6050, PCA's prior surveyor, Newcomer-Lee Land Surveyors, Inc., submitted a shoreline certification application for the PCA property identified as TMK (2) 4-6-028:001 (“2014 shoreline application”). A site inspection was held on July 24,

2014 with the Survey Division of the Department of Accounting and General Services (DAGS) as part of certified shoreline application processing to review the shoreline survey and the location of the proposed shoreline. Following this site visit, it was determined that the aforementioned easements identified in the March 3, 2014 easement agreement would need to be amended to include some additional areas for the seawall and pool structures where the proposed shoreline of said structures is situated *mauka* (landward) of the official record boundary for the PCA property. GL S-6050 covers only those areas of the structures that are encroaching *makai* (seaward) of the 'record boundary' of the PCA property-consistent with DLNR's prior policy regarding shoreline encroachments.

When the encroachments were first identified, the policy for shoreline encroachment used the recorded private property boundary to determine the *mauka* boundary of the encroachment easement, regardless if any portion of the shoreline were *mauka* of the recorded boundary (assuming the shoreline was determined to be *mauka* of the recorded boundary). At that time staff was concerned about assuming State ownership over previously private lands and the possibility of a "takings" claim. Subsequently, after much analysis and discussion with the Department of the Attorney General, Land Division took the position that every structure built by the private land owner (or predecessors) that is situated seaward of the shoreline is an encroachment on State land and needs to be resolved by either removal or applying for an easement.

At its meeting on April 8, 2016, under agenda item D-5, the Board approved amending the area of GL S-6050 by changing easement areas "E-2" and "E-3," with a total area of 357 sq. ft., into one single easement "E-2-A" consisting of a total area of 1,228 sq. ft.; and easement areas "E-4" and "E-5," with a total area of 423 sq. ft., into one single easement area "E-3-A" with an area of 2,899 sq. ft. ("2016 Board Approval"). The approval increased the total easement area by 3,347 sq. ft., for a total combined easement area of 5,242 sq. ft. (Easement "E-1" of GL S-6050 remained unchanged). The consideration of the additional easement areas was to be determined by a new independent appraisal report. A copy of the approved submittal is attached as Exhibit 4.

After the Board's 2016 approval, an appraisal was obtained for the amended easement area. The appraisal, conducted by Appraisal Hawaii, Inc., dated June 28, 2016, valued the amended area at \$48,000.00. However, consideration for the additional easement areas was not tendered and the amendment was never finalized. Subsequently, PCA through their current surveyor Austin, Tsutsumi & Associates, Inc. submitted a new application for a certified shoreline. A site inspection was conducted by the State Surveyor and Department staff on May 5, 2017. As a result, in some areas the shoreline was located further *mauka* than the 2014 shoreline application, expanding the encroachment footprint and thus requiring a further amendment to the easement area, which now comes before the Board for approval.

REMARKS:

PCA's surveyor provided maps delineating revised easement areas that correspond to the three proposed areas in the 2016 Board approval. The maps also provide comparisons between the existing areas in GL S-6050 (highlighted in yellow) and the easement areas requested in this

approval (highlighted in orange). The *mauka* boundary of the easement areas is a combination of the most *mauka* points of 1) the record boundary, 2) the shoreline as located for the 2014 shoreline application and 3) the shoreline as located for the 2017 shoreline application. The boundary is delineated on the maps as the red line identified as the “2017 combined shoreline.” The maps for easements 1, 2 and 3 are attached as Exhibits 1, 2 and 3 respectively.

Easement area 1, which was not changed in the 2016 Board Approval, would now be reduced from the original area of 1,115 sq. ft. to approximately 533 sq. ft. more or less. The reason for the reduction is that due to an error in the boundary of the original survey, the seawall was located too far *makai*, resulting in a larger encroachment. With the new survey making the necessary boundary adjustments, the new corrected easement area more accurately reflects the encroachments. Easement areas 2 and 3, constituting areas of 52 sq. ft. and 300 sq. ft. respectively, would now be consolidated into one easement area of approximately 1,496 sq. ft., more or less. The increase in area is due to the shoreline moving further inland, resulting in greater portions of the swimming pool and revetment becoming encroachments. However, similar to easement area 1, corrections to the boundary would result in the moving portions of the *makai* boundary of the easement further *mauka*. Easement areas 4 and 5, constituting areas of 223 sq. ft. and 200 sq. ft. respectively, would now be consolidated into one easement area of approximately 3,336 sq. ft., more or less. The increase in area is due to the shoreline moving further inland, resulting in greater portions of the seawall becoming encroachments. Additionally, additional portions of the seawall located *makai* of the record boundary were discovered. In order to be consistent with the 2016 Board approval, the Department will procure an independent appraisal to determine the fair market value for the revised easement areas. PCA through their surveyor will also need to provide revised survey maps and descriptions subject to review and approval by the State Surveyor. The amendments to the easements are summarized in the table below:

GL S-6050 Easement Areas		Revised Easement Areas	
Easements	Area (sq. ft.)	Easements	Approximately Area (sq. Ft.)
E-1	1,115	Proposed	533
E-2	57	Proposed	1,496
E-3	300		
E-4	223	Proposed	3,336
E-5	200		
TOTAL	1,895	NEW TOTAL	5,365 (3,470 sq. ft. increase)

Additionally, during the May 5, 2017 site inspection, two piles of boulders located on the north and south side of the Kauaula Stream mouth were also identified as encroachments. It is unknown as to why the encroachments were not identified during the prior site inspection. Rather than include the boulders in the easement, PCA elected to remove the boulders. Photos confirming the removal of the boulders were provided by PCA.

This request was originally scheduled to be heard by the Board at its meeting on October 13, 2017. However, it was pulled from the agenda over a concern as to whether this action was an acquisition subject to approval by the Attorney General pursuant to Sections 26-7 and 107-10,

Hawaii Revised Statutes. The Attorney General is in the process of drafting an opinion on this matter but has reviewed and approved this particular easement amendment request.

RECOMMENDATION: That the Board amend its prior action of April 8, 2016 under Agenda Item D-5 by approval of the following:

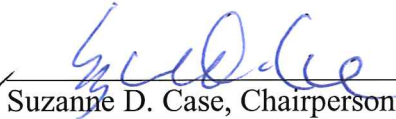
1. Amend recommendation 1 by replacing the additional area of "3,347 sq. ft." with "3,470 sq. ft."
2. Except as amended hereby, all terms and conditions listed in the April 8, 2016 approval to remain the same.

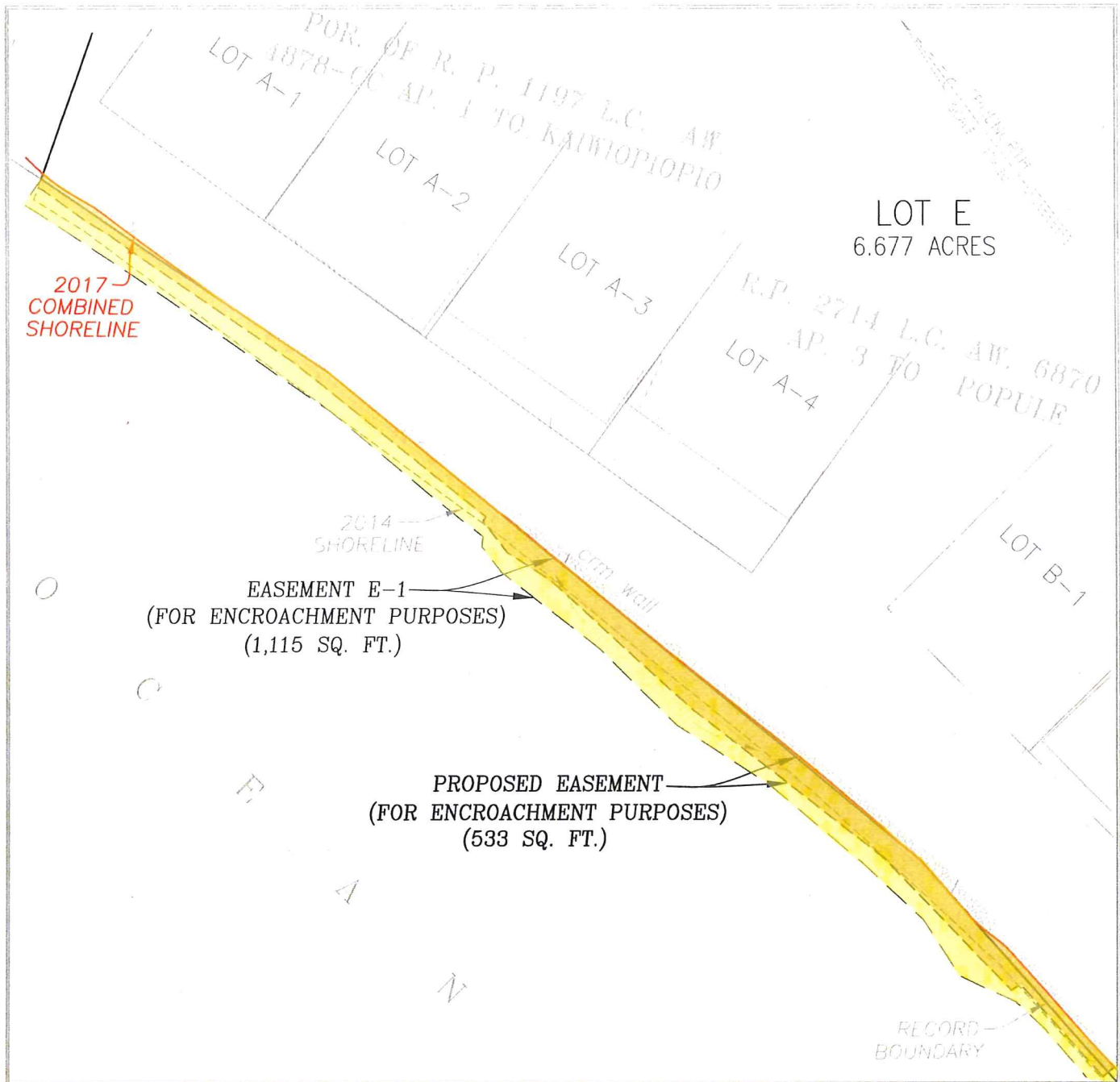
Respectfully Submitted,



Ian Hirokawa
Special Projects Coordinator

APPROVED FOR SUBMITTAL:


Suzanne D. Case, Chairperson



**PROPOSED EASEMENT
FRONTING LOT E OF THE
PUAMANA PLANNED UNIT DEVELOPMENT, UNIT 1,
SECTION B, FILE PLAN 1056
SITUATED AT PUAMANA-LAHAINA, MAUI, HAWAII**

PREPARED FOR:
Puamana Community Association
34 Pualima Place
Lahaina, HI 96761

PREPARED BY:
AUSTIN, TSUTSUMI
& ASSOCIATES, INC.
1871 WILI PA LOOP, SUITE A,
WAILUKU, MAUI, HAWAII 96793

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

T.M.K.:(2) 4-6-028: PORTION 001

SCALE: 1 INCH = 20 FEET

DATE: MAY 4, 2017
REVISED: SEPTEMBER 19, 2017

8.5"x11"

JOB NO. 16-572

EXHIBIT "1"

ROYAL PATENT 1112,
LAND COMMISSION AWARD 10,427
APANA 2 TO NAOA

LOT C
2.662 ACRES

2017
COMBINED
SHORELINE

2014
SHORELINE

EASEMENT E-3
(FOR CONCRETE GROIN, POOL STRUCTURE
AND REVETMENT FOOTING PURPOSES)
(300 SQ. FT.)

PROPOSED EASEMENT
(FOR CONCRETE GROIN, POOL STRUCTURE
AND REVETMENT FOOTING PURPOSES)
(1,496 SQ. FT.)

EASEMENT E-2
(FOR CONCRETE GROIN, POOL STRUCTURE
AND REVETMENT FOOTING PURPOSES)
(57 SQ. FT.)

O C E A N

PROPOSED EASEMENT
FRONTING LOT C OF THE
PUAMANA PLANNED UNIT DEVELOPMENT, UNIT 1,
SECTION B, FILE PLAN 1056
SITUATED AT PUAMANA-LAHAINA, MAUI, HAWAII

PREPARED FOR:

Puamana Community Association
34 Pualima Place
Lahaina, HI 96761

PREPARED BY:

AUSTIN, TSUTSUMI
& ASSOCIATES, INC.
1871 WILI PA LOOP, SUITE A,
WAILUKU, MAUI, HAWAII 96793

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

T.M.K.:(2) 4-6-028: PORTION 001

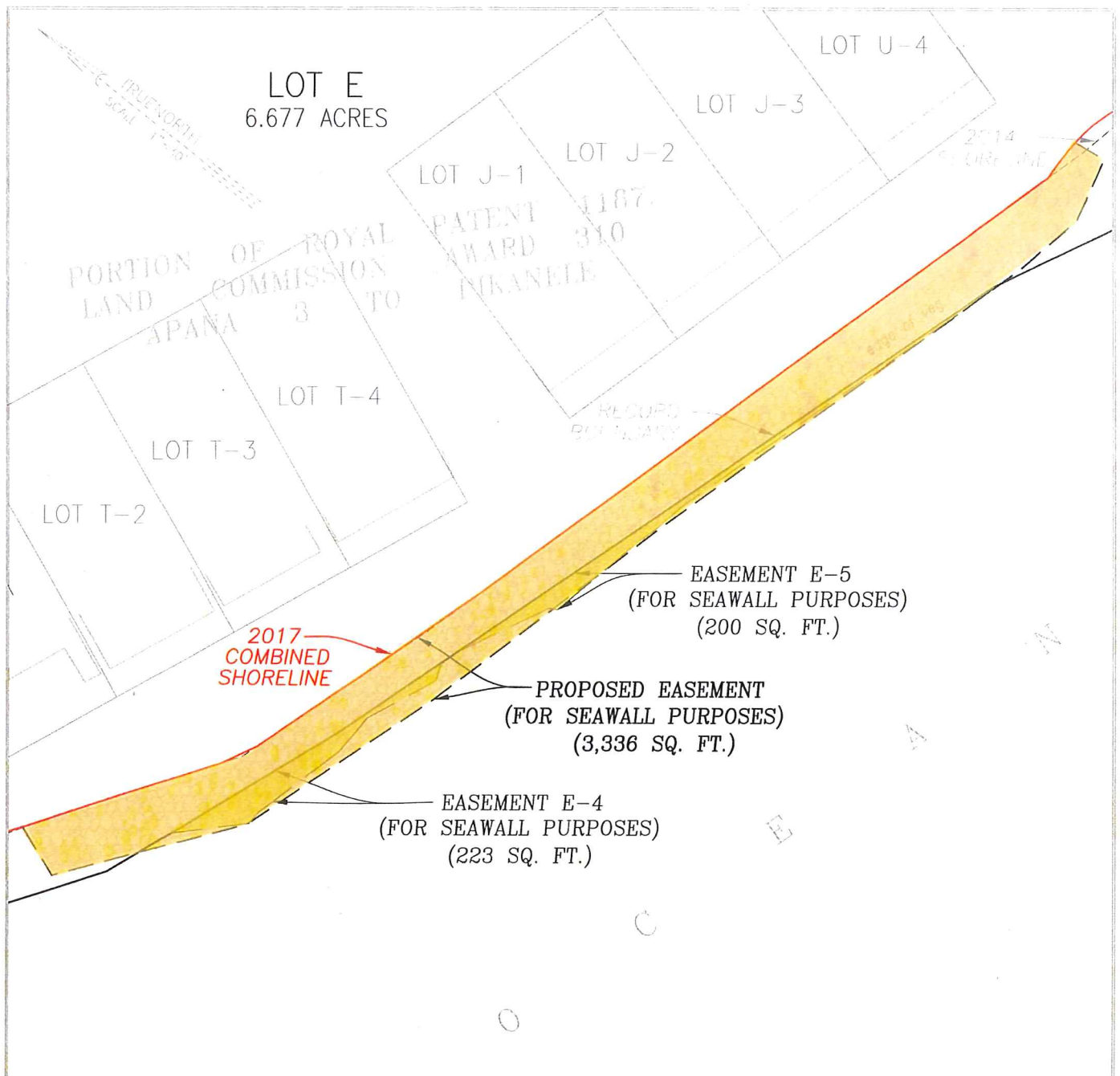
SCALE: 1 INCH = 20 FEET

DATE: MAY 4, 2017
REVISED: SEPTEMBER 19, 2017

8.5"X11"

EXHIBIT "2"

JOB NO. 16-572



**PROPOSED EASEMENT
FRONTING LOT E OF THE
PUAMANA PLANNED UNIT DEVELOPMENT, UNIT 1,
SECTION B, FILE PLAN 1056
SITUATED AT PUAMANA-LAHAINA, MAUI, HAWAII**

PREPARED FOR:

Puamana Community Association
34 Pualima Place
Lahaina, HI 96761

PREPARED BY:

AUSTIN, TSUTSUMI
& ASSOCIATES, INC.
1871 WILI PA LOOP, SUITE A,
WAILUKU, MAUI, HAWAII 96793

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

T.M.K.:(2) 4-6-028: PORTION 001

SCALE: 1 INCH = 20 FEET

DATE: MAY 4, 2017
REVISED: SEPTEMBER 19, 2017

8.5"X11"

EXHIBIT "3"

JOB NO. 16-572

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
Land Division
Honolulu, Hawaii 96813

April 8, 2016

Board of Land and Natural Resources
State of Hawaii
Honolulu, Hawaii

PSF 14MD-198

MAUI

Amend GL S-6050, Grant of Term, Non-Exclusive Easements to the Puamana Community Association for Shoreline Seawall/Revetment Encroachment Purposes, Puamana, Lahaina, Maui, Tax Map Key: (2)4-6-028: Seaward of 001, increasing the Easement Area from 1,895 Square Feet to 5,242 Square Feet.

BACKGROUND:

By Land Board action of October 26, 2012, under agenda Item D-6, the board authorized the direct sale of a 55-year term non-exclusive easement for seawall and revetment encroachment purposes to the Puamana Community Association (PCA).

Following the Board's 2012 approval, the PCA paid \$116,300.00 as consideration for the easements and entered into a grant of non-exclusive easement agreement (GL S-6050) with the State, dated March 3, 2014 after fulfilling all procedural requirements. The 2014 easement agreement grants non-exclusive and term easement rights to PCA for five (5) easements (Easements "E-1" through "E-5") that cover a combined total area of 1,895 square feet (sq. ft.), as noted below:

BLNR-APPROVED EASEMENTS (10/26/12)		
<i>Easements</i>	<i>Area (sq. ft.)</i>	<i>Description</i>
E-1	1115	Non-Exclusive Seawall Easement
E-2	57	Non-Exclusive Concrete Groin Easement
E-3	300	Non-Exclusive Pool Structure and Revetment Footing Easement
E-4	223	Non-Exclusive Seawall Easement
E-5	200	Non-Exclusive Seawall Easement
TOTAL	1895	

Following execution of the 2014 easement agreement, PCA's surveyor (Bruce Lee of Newcomer-Lee Land Surveyors, Inc.) submitted a shoreline certification application for the PCA property identified as TMK (2) 4-6-028:001. A site inspection was held on July 24, 2014 with the

APPROVED BY THE BOARD OF
LAND AND NATURAL RESOURCES
AT ITS MEETING HELD ON
April 8, 2016 co.

EXHIBIT " **4** "

D-5

Survey Division of the Department of Accounting and General Services (DAGS) as part of certified shoreline application processing to review the shoreline survey and the location of the proposed shoreline. Following this site visit, it was determined that the aforementioned easements identified in the March 3, 2014 easement agreement would need to be amended to include some additional areas for the seawall and pool structures where the proposed shoreline of said structures is situated mauka (landward) of the official record boundary for the PCA property. The original easements, reflected in the attached March 3, 2014 agreement, cover only those areas of the structures that are encroaching beyond (seaward of) the 'record boundary' of the PCA property-consistent with DLNR's prior policy regarding shoreline encroachments.

EXHIBITS:

Exhibit 1 - Grant of non-exclusive easement agreement dated March 3, 2014, (GL S-6050,)

Exhibit 2 – Previously approved Land Board submittal dated October 26, 2012, Item D-6.

Exhibit 3 – Revised non-exclusive seawall/revetment easement maps dated April 23, 2015 (including metes & bounds descriptions).

REMARKS:

In order for the PCA to obtain a certified shoreline survey for TMK (2) 4-6-028:001, DLNR is requiring that PCA amend the shoreline easements to include those additional areas of the seawall and pool structures that have been determined to fall mauka (landward) of the record boundary and makai (seaward) of the 'shoreline'.

In this regard, the applicant's surveyor has prepared amended easement plat maps that identify those areas of the pool and seawall structures that are encroaching beyond (seaward of) the shoreline that was identified during the July 24, 2014 site inspection with the State Surveyor. The existing easements identified in the March 3, 2014 agreement as Easements "E-2" and "E-3" (with a total area of 357 sq. ft.) have become Easement "E-2-A". Easement "E-2-A" now encompasses a total area of 1,228 sq. ft. (an increase of 871 sq.ft.). Existing Easements "E-4" and "E-5" in the March 3, 2014 agreement (with a total area of 423 sq. ft.) have now become Easement "E-3-A" with an area of 2,899 sq. ft. (an increase of 2,476 sq. ft.). The total increase of the new easement area is 3,347 sq. ft. (for a total combined easement area of 5,242 sq. ft. including new Easement "E-2-A", new Easement "E-3-A", and the unchanged Easement "E-1"). The consideration necessary to acquire the additional easement areas (3,347 sq. ft.) will be determined by a new independent appraisal report. The requested amendments to the easements are summarized in the table below:

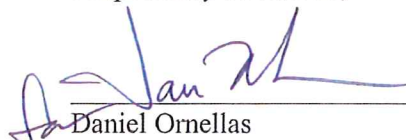
BLNR-APPROVED EASEMENTS (10/26/12)		CURRENT REQUEST	
Easements	Area (sq. ft.)	Easements	Area (sq. Ft.)
E-1	1115	E-1	1115 (no change)

E-2	57	E-2-A	1228
E-3	300		
E-4	223	E-3-A	2899
E-5	200		
TOTAL	1895	NEW TOTAL	5242 (3347 sq. ft. Increase)

RECOMMENDATION: That the Board:

1. Approve the amendment of GL S-6050 to include an additional 3,347 sq. ft. to the easement area and include the following additional applicant requirements for the new area:
 - a. Provide metes and bounds descriptions for amended easements in accordance with State DAGS standards.
 - b. Valuation of the amended easement area to be determined by an independent or staff appraisal.
 - c. Public Notice pursuant to HRS Section 171-16.
 - d. Governor's approval pursuant to HRS Section 171-53(c)
 - e. Authorization of legislature by means of concurrent resolution.

Respectfully Submitted,


Daniel Ornellas
District Land Agent

APPROVED FOR SUBMITTAL:

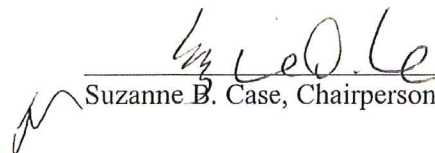

Suzanne B. Case, Chairperson

EXHIBIT 1

NEIL ABERCROMBIE
GOVERNOR OF HAWAII



MAR 25 2014
WILLIAM J. AIAI, JR.
CHAIRPERSON
BOARD OF LAND AND NATURAL RESOURCES
COMMISSION ON WATER RESOURCE MANAGEMENT

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
LAND DIVISION

54 High Street, Room 101
Wailuku, Hawaii 96793
PHONE: (808) 984-8103
FAX: (808) 984-8111

March 24, 2014

Ref. No.: GL S-6050
LD-DO/dy

Mark Roy, Vice President
Munekiyo & Hiraga, Inc.
305 High Street, Suite 104
Wailuku, Hawaii 96793

Dear Mr. Roy:

Subject: 55-Year Term, Non-Exclusive Grant of Easement Bearing GL No. S-6050 to the Puamana Community Association for Shoreline Encroachment Purposes; Puamana, Lahaina, Maui, Tax Map Key: (2) 4-6-028:Seaward of 001

Enclosed, for your records, are two (2) fully executed copies of the above referenced document.

We call your attention to page 6 and 7, paragraph 11 of the easement document which requires the ongoing procurement and maintenance of a comprehensive general liability insurance coverage. Please do advise your clients to inform their insurer of our requirement for receipt of a Certificate of Insurance at each renewal period.

If there is anything we can help you with or if you have any questions, please do not hesitate to contact us at 984-8103. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Daniel Ornellas".

Daniel Ornellas
District Land Agent

Enclosures

cc: Central Files
District File

EXHIBIT 1

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LAND COURT SYSTEM)	REGULAR SYSTEM

Total Number of Pages: _____

Tax Map Key No. (2) 4-6-028:seaward of 001

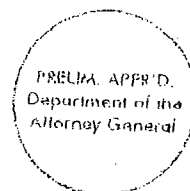
GRANT OF NON-EXCLUSIVE EASEMENT S-6050

THIS INDENTURE, made and entered into this 3rd day of March, 2014, by and between the STATE OF HAWAII, by its Board of Land and Natural Resources, hereinafter referred to as the "Grantor," and PUAMANA COMMUNITY ASSOCIATION, a Hawaii nonprofit corporation, whose address is 34 Puailima Place, Lahaina, Hawaii 96761, hereinafter referred to as the "Grantee."

WITNESSETH THAT:

The Grantor, pursuant to Section 171-13 and Section 171-53, Hawaii Revised Statutes, and Section 183C-5, Hawaii Revised Statutes, to the extent applicable, for and in consideration of the rent to be paid and of the terms, conditions, and covenants herein contained, all on the part of the Grantee to be kept, observed, and performed, does hereby grant unto the Grantee, the following non-exclusive and term easement rights:

Right, privilege, and authority to use, maintain, repair, replace, and remove existing seawalls, footings and concrete groin, subject to the terms and conditions herein,



in, over, under and across those certain parcels of land ("area"), also referred to as "premises," being identified as:

"Non-Exclusive Seawall Easement, Easement E-1,"
Fronting Lot E of Puamana Planned Unit Development, Unit I, Section B, File Plan 1056, situate at Makila, Lahaina, Maui, Hawaii, containing an area of 1,115 square feet, more or less, more particularly described in Exhibit "A" and delineated on Exhibit "B," both of which are attached hereto and made parts hereof, said exhibits being respectively, a survey description and survey map prepared by the Survey Division, Department of Accounting and General Services, State of Hawaii, designated C.S.F. No. 25,248 and dated January 23, 2013; and

"Non-Exclusive Concrete Groin Easement E-2 and Non-Exclusive Pool Structure and Revetment Footing Easement E-3,"
Fronting Lot C of Puamana Planned Unit Development Unit I, Section B, File Plan 1056, situate at Makila, Lahaina, Maui, Hawaii, as:

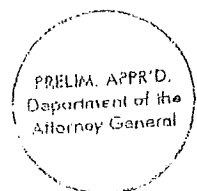
Non-Exclusive Concrete Groin Easement E-2 containing an area of 57 square feet, more or less, and

Non-Exclusive Pool Structure and Revetment Footing Easement E-3 containing an area of 300 square feet, more or less, more particularly described in Exhibit "C" and delineated on Exhibit "D," both of which are attached hereto and made parts hereof, said exhibits being respectively, a survey description and survey map prepared by the Survey Division, Department of Accounting and General Services, State of Hawaii, designated C.S.F. No. 25,249 and dated January 23, 2013; and

"Non-Exclusive Seawall Easement, Easements E-4 and E-5," Fronting Lot E of Puamana Planned Unit Development Unit I, Section B, File Plan 1056, situate at Pahoia, Lahaina, Maui, Hawaii, as:

Non-Exclusive Seawall Easement E-4 containing an area of 223 square feet, more or less, and

Non-Exclusive Seawall Easement E-5 containing an area of 200 square feet, more or less, more particularly described in Exhibit "E" and delineated on Exhibit "F," both of which are attached hereto and made parts hereof, said exhibits being respectively, a survey description and survey map prepared by the Survey Division, Department of Accounting and General Services, State of Hawaii, designated C.S.F. No. 25,250 and dated January 23, 2013.



TOGETHER WITH the rights of ingress and egress to and from the easement area for all purposes in connection with the rights hereby granted.

TO HAVE AND TO HOLD the easement rights unto the Grantee, its successors and assigns, SUBJECT, HOWEVER, to the following terms, conditions and covenants:

1. The term of this easement shall be fifty five (55) years, commencing on the 3rd day of March, 2014, up to and including the 2nd day of March, 2069, unless sooner terminated as hereinafter provided, the Grantor reserving and the Grantee yielding and paying to the Grantor at the Office of the Department of Land and Natural Resources, Honolulu, Oahu, State of Hawaii, a one time payment, payable in advance, without notice or demand of ONE HUNDRED SIXTEEN THOUSAND THREE HUNDRED AND NO/100 DOLLARS (\$116,300.00).

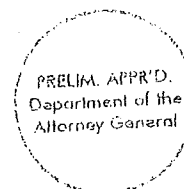
THE GRANTOR AND THE GRANTEE COVENANT AND AGREE AS
FOLLOWS:

1. The Grantee shall at all times with respect to the easement area use due care for public safety and agrees to indemnify, defend, and hold the Grantor harmless from and against any claim or demand for loss, liability, or damage, including claims for bodily injury, wrongful death, or property damage, arising out of or resulting from: 1) any act or omission on the part of the Grantee relating to the Grantee's use, occupancy, maintenance, or enjoyment of the easement area; 2) any failure on the part of the Grantee to maintain the easement area and sidewalks, roadways, and parking areas adjacent thereto in the Grantee's use and control, and including any accident, fire or nuisance, growing out of or caused by any failure on the part of the Grantee to maintain the easement area in a safe condition; and 3) from and against all actions, suits, damages, and claims by whomsoever brought or made by reason of the Grantee's non-observance or non-performance of any of the terms, covenants, and conditions of this grant of non-exclusive easement or the rules, regulations, ordinances, and laws of the federal, state, municipal or county governments.

2. The Grantor reserves unto itself, its successors and assigns, the full use and enjoyment of the easement area and the right to grant to others rights and privileges for any and all purposes affecting the easement area, provided, however, that the rights herein reserved shall not be exercised by the Grantor and similar grantee(s) in any manner which interferes unreasonably with the Grantee in the use of the easement area for the purposes for which this easement is granted.

3. The placement of all improvements in or upon the easement area by the Grantee shall be done without cost or expense to the Grantor and shall remain the property of the Grantee and subject to the terms of paragraphs 10 and 14 may be removed or otherwise disposed of by the Grantee at any time; provided, that the removal shall be accomplished with minimum disturbance to the easement area which shall be restored to its original condition, or as close thereto as possible, within a reasonable time after removal.

4. Upon completion of any work performed in or upon the easement area, the Grantee shall remove therefrom all equipment and unused or surplus materials, if any, and shall leave the easement area in a clean and sanitary condition satisfactory to the Grantor.



5. Throughout the term of this easement (unless sooner abandoned or otherwise terminated herein) this easement shall run with the land and shall inure to the benefit of the real property described as tax map key no. (2) 4-6-028:001, provided however, that the Grantee shall carry the required liability insurance covering the easement area and comply with all other terms and conditions as provided herein, and that the Grantee, or authorized representative of the Grantee's estate, shall notify the Grantor in writing when this easement is sold, assigned, conveyed, or otherwise transferred, and Grantee shall notify the Grantee's successors or assigns of the insurance requirement in writing, separate and apart from this easement document.

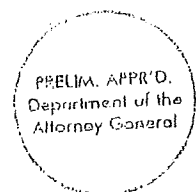
6. The Grantee shall keep the easement area and the improvements thereon in a safe, clean, sanitary, and orderly condition, and shall not make, permit or suffer, any waste, strip, spoil, nuisance or unlawful, improper, or offensive use of the easement area.

7. The Grantee covenants, for itself, its successors and assigns, that the use and enjoyment of the land herein granted shall not be in support of any policy which discriminates against anyone based upon race, creed, sex, color, national origin, religion, marital status, familial status, ancestry, physical handicap, disability, age or HIV (human immunodeficiency virus) infection.

8. The Grantee, in the exercise of the rights granted herein, shall comply with all of the requirements of the federal, state, and county authorities and shall observe all county ordinances and state and federal laws, rules and regulations, now in force or which may hereinafter be in force.

9. These easement rights shall cease and terminate, and the easement area shall automatically be forfeited to the Grantor, without any action on the part of the Grantor, in the event of non-use or abandonment by the Grantee of the easement area, or any portion thereof, for a consecutive period of one (1) year.

10. The Grantee shall, at the end of the term or other sooner termination of this easement, peaceably deliver unto the Grantor possession of the premises, together with all improvements existing or constructed thereon or Grantee shall remove such improvements and shall restore the premises to their original state, or as close thereto as possible, within a reasonable time and at the expense of the Grantee. If the

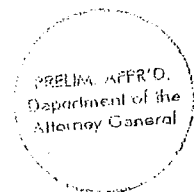


Grantee does not remove the improvements or restore the premises to the satisfaction of the Grantor, the Grantor may effect such action and the Grantee agrees to pay all costs and expenses for such action. Furthermore, upon the expiration, termination, or revocation of this easement, should the Grantee fail to remove any and all of Grantee's personal property from the premises, after notice thereof, the Grantor may remove any and all of Grantee's personal property from the premises, and either deem the property abandoned and dispose of the property or place the property in storage at the cost and expense of Grantee and the Grantee does agree to pay all costs and expenses for disposal, removal, or storage of the personal property. This provision shall survive the termination of the easement.

11. The Grantee shall procure and maintain, at its own cost and expense, in full force and effect throughout the term of this easement, comprehensive general liability insurance, or its equivalent, with an insurance company or companies licensed or authorized to do business in the State of Hawaii with an AM Best rating of not less than "A-" or other comparable and equivalent industry rating, in an amount of at least \$1,000,000.00 for each occurrence and \$2,000,000.00 aggregate, and with coverage terms acceptable to the Chairperson of the Board of Land and Natural Resources. The policy or policies of insurance shall name the State of Hawaii as an additional insured and a copy shall be filed with the State of Hawaii, Department of Land and Natural Resources. The insurance shall cover the entire easement area, including all buildings, improvements, and grounds and all roadways or sidewalks on or adjacent to the easement in the use or control of the Grantee.

The Grantee, prior to entry and use of the easement area or within fifteen (15) days after the effective date of this easement, whichever is sooner, shall furnish the Grantor with a certificate(s) showing the policy(s) to be initially in force, keep the certificate(s) on deposit during the entire easement term, and furnish a like certificate(s) upon each renewal of the policy(s). This insurance shall not be cancelled, limited in scope of coverage, or nonrenewed until after thirty (30) days written notice has been given to the Grantor. The Grantor may at any time require the Grantee to provide Grantor with copies of the insurance policy(s) that are or were in effect during the easement period.

The Grantor shall retain the right at any time to review the coverage, form, and amount of the insurance required by this easement. If, in the opinion of the Grantor, the insurance provisions in this easement do not provide adequate



protection for the Grantor, the Grantor may require Grantee to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. The Grantor's requirements shall be reasonable but shall be designed to assure protection for and against the kind and extent of the risks which exist at the time a change in insurance is required. The Grantor shall notify Grantee in writing of changes in the insurance requirements and Grantee shall deposit copies of acceptable insurance policy(s) or certificate(s) thereof, with the Grantor incorporating the changes within thirty (30) days after receipt of the notice.

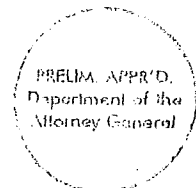
The procuring of the required policy(s) of insurance shall not be construed to limit Grantee's liability under this easement nor to release or relieve the Grantee of the indemnification provisions and requirements of this easement. Notwithstanding the policy(s) of insurance, Grantee shall be obligated for the full and total amount of any damage, injury, or loss caused by Grantee's negligence or neglect connected with this easement.

It is agreed that any insurance maintained by the Grantor will apply in excess of, and not contribute with, insurance provided by Grantee's policy.

12. Grantor reserves the right to withdraw the easement for public use or purposes, at any time during the term of this easement upon the giving of reasonable notice to Grantee. Upon withdrawal of the easement, Grantor shall return to Grantee a portion of the one-time payment described in paragraph 1. For purposes of determining the amount to be returned to the Grantee, the term "net payment" shall mean the one-time payment described in paragraph 1 reduced by any non-refundable portion of the one-time payment, if any, that Grantor was required by statute to pay to any other entity or body. The amount returned to Grantee shall be the net payment prorated for the unused term of the easement.

13. The Grantee shall not mortgage, hypothecate, or pledge the premises, any portion, or any interest in this easement without the prior written approval of the Chairperson of the Board of Land and Natural Resources and any mortgage, hypothecation, or pledge without the approval shall be null and void.

14. Time is of the essence in this agreement and if the Grantee shall abandon the premises, or if this easement and premises shall be attached or taken by operation of law, or if any assignment is made of the Grantee's property for the benefit



of creditors, or if Grantee shall fail to observe and perform any of the covenants, terms, and conditions contained in this easement and on its part to be observed and performed, and this failure shall continue for a period of more than sixty (60) calendar days after delivery by the Grantor of a written notice of breach or default, by personal service, registered mail or certified mail to the Grantee at its last known address and to each mortgagee or holder of record having a security interest in the premises, the Grantor may, subject to the provisions of section 171-21, Hawaii Revised Statutes, at once re-enter the premises, or any part, and upon or without the entry, at its option, terminate this easement without prejudice to any other remedy or right of action for any preceding or other breach of contract; and in the event of termination, at the option of Grantor, all improvements shall remain and become the property of the Grantor or shall be removed by Grantee.

15. In the event the Grantor seeks to forfeit the privilege, interest, or estate created by this easement, each recorded holder of a security interest may, at its option, cure or remedy the default or breach within sixty (60) calendar days, from the date of receipt of the Grantor's notice, or within an additional period allowed by Grantor for good cause, and add the cost to the mortgage debt and the lien of the mortgage. Upon failure of the holder to exercise its option, the Grantor may: (a) pay to the holder from any moneys at its disposal, including the special land and development fund, the amount of the mortgage debt, together with interest and penalties, and secure an assignment of the debt and mortgage from the holder or if ownership of the privilege, interest, or estate shall have vested in the holder by way of foreclosure, or action in lieu thereof, the Grantor shall be entitled to the conveyance of the privilege, interest, or estate upon payment to the holder of the amount of the mortgage debt, including interest and penalties, and all reasonable expenses incurred by the holder in connection with the foreclosure and preservation of its security interest, less appropriate credits, including income received from the privilege, interest, or estate subsequent to the foreclosure; or (b) if the property cannot be reasonably reassigned without loss to the State, then terminate the outstanding privilege, interest, or estate without prejudice to any other right or remedy for any preceding or other breach or default and use its best efforts to redispense of the affected land to a qualified and responsible person free and clear of the mortgage and the debt secured; provided that a reasonable delay by the Grantor in instituting or prosecuting its rights or remedies shall not operate as a waiver of these rights or to deprive it of a remedy when it may still otherwise hope to resolve the problems created by the breach or

default. The proceeds of any redisposition shall be applied, first, to reimburse the Grantor for costs and expenses in connection with the redisposition; second, to discharge in full any unpaid purchase price or other indebtedness owing the Grantor in connection with the privilege, interest, or estate terminated; third, to the mortgagee to the extent of the value received by the State upon redisposition which exceeds the fair market value of the land as previously determined by the State's appraiser; and fourth, to the owner of the privilege, interest, or estate.

16. In case the Grantor shall, without any fault on its part, be made a party to any litigation commenced by or against the Grantee as a result of this grant of non-exclusive easement (other than condemnation proceedings), the Grantee shall pay all costs, including reasonable attorney's fees and expenses incurred by or imposed on the Grantor; furthermore, the Grantee shall pay all costs, including reasonable attorney's fees and expenses, which may be incurred by or paid by the Grantor in enforcing the covenants and conditions of this grant of non-exclusive easement, or in the collection of delinquent rental, fees, taxes, and any and all other applicable charges attributed to said easement area.

17. The Grantee shall not cause or permit the escape, disposal or release of any hazardous materials except as permitted by law. Grantee shall not allow the storage or use of such materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such materials, nor allow to be brought onto the easement area any such materials except to use in the ordinary course of Grantee's business, and then only after written notice is given to Grantor of the identity of such materials and upon Grantor's consent which consent may be withheld at Grantor's sole and absolute discretion. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of hazardous materials by Grantee, then the Grantee shall be responsible for the reasonable costs thereof. In addition, Grantee shall execute affidavits, representations and the like from time to time at Grantor's request concerning Grantee's best knowledge and belief regarding the presence of hazardous materials on the easement area placed or released by Grantee.

The Grantee agrees to indemnify, defend, and hold Grantor harmless, from any damages and claims resulting from the release of hazardous materials on the easement area occurring while Grantee is in possession, or elsewhere if caused by Grantee or persons acting under Grantee. These covenants shall survive

the expiration or earlier termination of this easement.

For the purpose of this easement "hazardous material" shall mean any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, or oil as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Federal Clean Water Act, or any other federal, state, or local environmental law, regulation, ordinance, rule, or bylaw, whether existing as of the date hereof, previously enforced, or subsequently enacted.

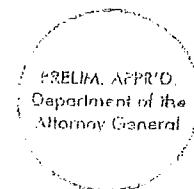
18. No building, structure or improvements other than the existing seawalls, footings and concrete groin shall be placed or constructed within the easement area.

19. The Grantee acknowledges and agrees that the existing seawalls, footings and concrete groin described in Exhibit "A" and delineated on Exhibit "B" herein are nonconforming and, further, that the Grantee is prohibited from rebuilding or altering said existing seawalls, footings and concrete groin without first obtaining the appropriate permission (e.g., conservation district use permit) from Grantor. In no event may Grantee extend the existing seawalls, footings and concrete groin seaward of their present location. Furthermore, the Grantee shall keep the existing seawalls, footings and concrete groin in good condition and repair; provided, however, if the existing seawalls, footings and concrete groin are substantially (greater than fifty percent) or completely destroyed as determined by the Grantor, this easement and all rights granted herein shall cease and terminate automatically without any further action on the part of the Grantor.

20. The public shall have access across the easement area at all times.

21. The Grantee shall hold harmless, defend, and indemnify the State of Hawaii, its boards, departments, agencies, and public and appointed officials from any and all claims for harm, taking, damages, loss of land, or specific performance that may arise out of or result from the existence and effect of the existing seawalls, footings and concrete groin on the flow of ocean water that, in turn, may affect or cause lateral erosion of shoreline land in either direction along the shore from the existing seawalls, footings and concrete groin.

22. The Grantee shall comply with all applicable federal and state environmental impact regulations.



23. The Grantee shall maintain and employ debris, pollution and contamination control measures, safeguards and techniques to prevent debris, pollution or contamination to the ocean waters, streams or waterways resulting from the Grantee's, its invitee's, or its agent's use, maintenance, repair and operation of the easement area, and shall take immediate corrective action in the event of such pollution or contamination to immediately remove the cause of such pollution or contamination, and shall immediately clean the easement area and its surrounding waters of such pollutant or contaminant and restore to the Grantor's satisfaction the areas affected by such pollution or contamination, all at the Grantee's own cost and expense.

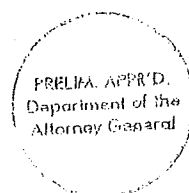
24. The Grantee shall maintain, repair and upkeep the existing seawalls, footings and concrete groin in a condition satisfactory to the Grantor, and in a manner that will enhance the public shoreline and access thereto. Any improvements to the existing seawalls, footings and concrete groin shall be subject to the prior written approval of the Board of Land and Natural Resources and any other appropriate permission. Upon abandonment, expiration or termination of this easement, if desired by the Grantor, the Grantee, its successors and assigns, at its sole cost and expense, shall remove the existing seawalls, footings and concrete groin and restore the area to a condition satisfactory to the Grantor.

25. Should future development necessitate a relocation of the easement granted herein, or any portion thereof, the relocation shall be accomplished at the Grantee's own cost and expense.

26. Section 171-53(c), Hawaii Revised Statutes, requires the prior approval of the Governor of the State of Hawaii to be obtained for this term easement. The Governor of the State of Hawaii' approval was obtained on February 27, 2013.

27. Section 171-53(c), Hawaii Revised Statutes, requires the prior authorization of the legislature by concurrent resolution to be obtained for this term easement. Said concurrent resolution was obtained by Senate Concurrent Resolution No. 69 dated March 5, 2013.

28. This easement is subject to any shoreline hardening policy that may be adopted by the State of Hawaii, Board of Land and Natural Resources prior to execution of the grant of easement.



IN WITNESS WHEREOF, the STATE OF HAWAII, by its Board of Land and Natural Resources, has caused the seal of the Department of Land and Natural Resources to be hereunto affixed and the parties hereto have caused this Indenture to be executed as of the day, month, and year first above written.

STATE OF HAWAII

Approved by the Board of
Land and Natural Resources
at its meeting held on
October 26, 2012, as
amended. *aa*

By *W. J. Aila, Jr.*
WILLIAM J. AILA, JR.
Chairperson
Board of Land and
Natural Resources

GRANTOR

PUAMANA COMMUNITY ASSOCIATION, a
Hawaii nonprofit corporation

By *Leifer Zeidman*
LEIFER ZEIDMAN
Its TREASURER

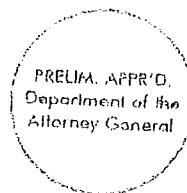
APPROVED AS TO FORM:

Julie H. China
JULIE H. CHINA
Deputy Attorney General

And By _____
Its _____

GRANTEE

Dated: Nov. 20, 2013



STATE OF HAWAII

)

) SS.

COUNTY OF Maui

)

On this 18th day of February, 2014,
before me appeared Lester Zelaman and
Treasurer and he is
who, being by me duly sworn, did say that ~~they~~ he is are the
respectively of PUAMANA COMMUNITY ASSOCIATION, a Hawaii nonprofit
corporation, and that said instrument was signed in behalf of
said corporation by authority of its Board of Directors, and the
said Treasurer and
acknowledged said instrument to be the free act and deed of said
corporation.

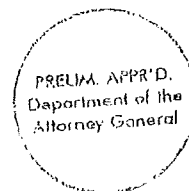


Tracy Nakamoto
Notary Public, State of Hawaii

Tracy Nakamoto

My commission expires: 10/15/16

Date: <u>2/18/14</u>	# of Pages: <u>25</u>
Name: <u>Tracy Nakamoto</u>	<u>Second</u> Circuit
Doc. Description: <u>grant of</u>	
<u>Non-Exclusive Easement S-6050</u>	
<u>Tracy Nakamoto</u> Notary Signature	(Stamp or Seal)
NOTARY CERTIFICATION	





STATE OF HAWAII
SURVEY DIVISION
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
HONOLULU

C.S.F. No. 25,248

January 23, 2013

NON-EXCLUSIVE SEAWALL EASEMENT
EASEMENT E-1

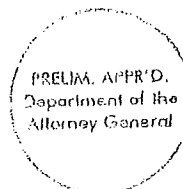
Fronting Lot E of Puamana Planned Unit Development
Unit I, Section B, File Plan 1056

Makila, Lahaina, Maui, Hawaii

Being a portion of the Reclaimed (Filled) Land of Makila.

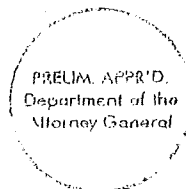
Beginning at the north corner of this easement and at the northwest corner of Lot E of Puamana Planned Unit Development, Unit I, Section B, File Plan 1056, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LAINA" being 12,577.62 feet South and 689.85 feet West, thence running by azimuths measured clockwise from True South:-

1. Along highwater mark along Lot E of Puamana Planned Unit Development, Unit I, Section B, File Plan 1056, the direct azimuth and distance being:
341° 11' 49.60 feet;
2. Thence along highwater mark along Lot E of Puamana Planned Unit Development, Unit I, Section B, File Plan 1056, the direct azimuth and distance being:
346° 33' 109.02 feet;



3. Thence along highwater mark along Lot E of Puamana Planned Unit Development, Unit I,
Section B, File Plan 1056, the direct azimuth and
distance being:
355° 32' 30" 101.85 feet;

- | | |
|--------------|-------------|
| 4. 136° 19' | 2.80 feet; |
| 5. 173° 28' | 14.60 feet; |
| 6. 175° 37' | 14.00 feet; |
| 7. 176° 31' | 16.20 feet; |
| 8. 171° 12' | 10.60 feet; |
| 9. 176° 13' | 14.70 feet; |
| 10. 170° 17' | 5.60 feet; |
| 11. 151° 55' | 8.90 feet; |
| 12. 184° 00' | 9.60 feet; |
| 13. 169° 55' | 12.00 feet; |
| 14. 166° 53' | 17.50 feet; |
| 15. 159° 50' | 15.20 feet; |
| 16. 171° 46' | 15.30 feet; |
| 17. 164° 54' | 18.00 feet; |
| 18. 179° 17' | 4.60 feet; |
| 19. 223° 09' | 1.50 feet; |
| 20. 165° 38' | 9.70 feet; |
| 21. 166° 54' | 18.00 feet; |
| 22. 161° 57' | 33.70 feet; |
| 23. 160° 07' | 19.20 feet; |



C.S.F. No. 25,248

January 23, 2013

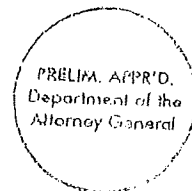
24. 251° 11'

4.35 feet to the point of beginning and containing an AREA
OF 1115 SQUARE FEET, MORE OR LESS.

SURVEY DIVISION
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
STATE OF HAWAII

By: *Glenn J. Kodani*
Glenn J. Kodani
Land Surveyor ry

Compiled from map and desc. furn. by
Newcomer-Lee Land Surveyors, Inc.
Said map and desc. have been examined
and checked as to form and mathematical
correctness but not on the ground by the
Survey Division.

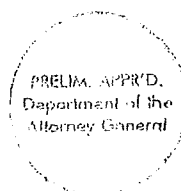


4. 236° 08' 19.00 feet to the point of beginning and containing an AREA OF 57 SQUARE FEET, MORE OR LESS.

NON-EXCLUSIVE POOL STRUCTURE AND REVETMENT FOOTING EASEMENT E-3

Beginning at the east corner of this easement and on the southwest boundary of Lot C of Puamana Planned Unit Development, Unit I, Section B, File Plan 1056, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LAINA" being 13,452.90 feet South and 414.73 feet West, thence running by azimuths measured clockwise from True South:-

- | | |
|---|-------------|
| 1. 47° 23' | 6.00 feet; |
| 2. 86° 18' | 6.70 feet; |
| 3. 120° 56' | 6.50 feet; |
| 4. 142° 36' | 9.20 feet; |
| 5. 148° 57' | 20.00 feet; |
| 6. 145° 55' | 24.16 feet; |
| 7. 148° 59' | 14.90 feet; |
| 8. 165° 06' | 10.00 feet; |
| 9. Thence along highwater mark along Lot C of Puamana Planned Unit Development, Unit I, Section B, File Plan 1056, the direct azimuth and distance being: | |
| 327° 51' | 70.82 feet; |



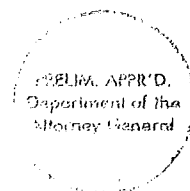
January 23, 2013

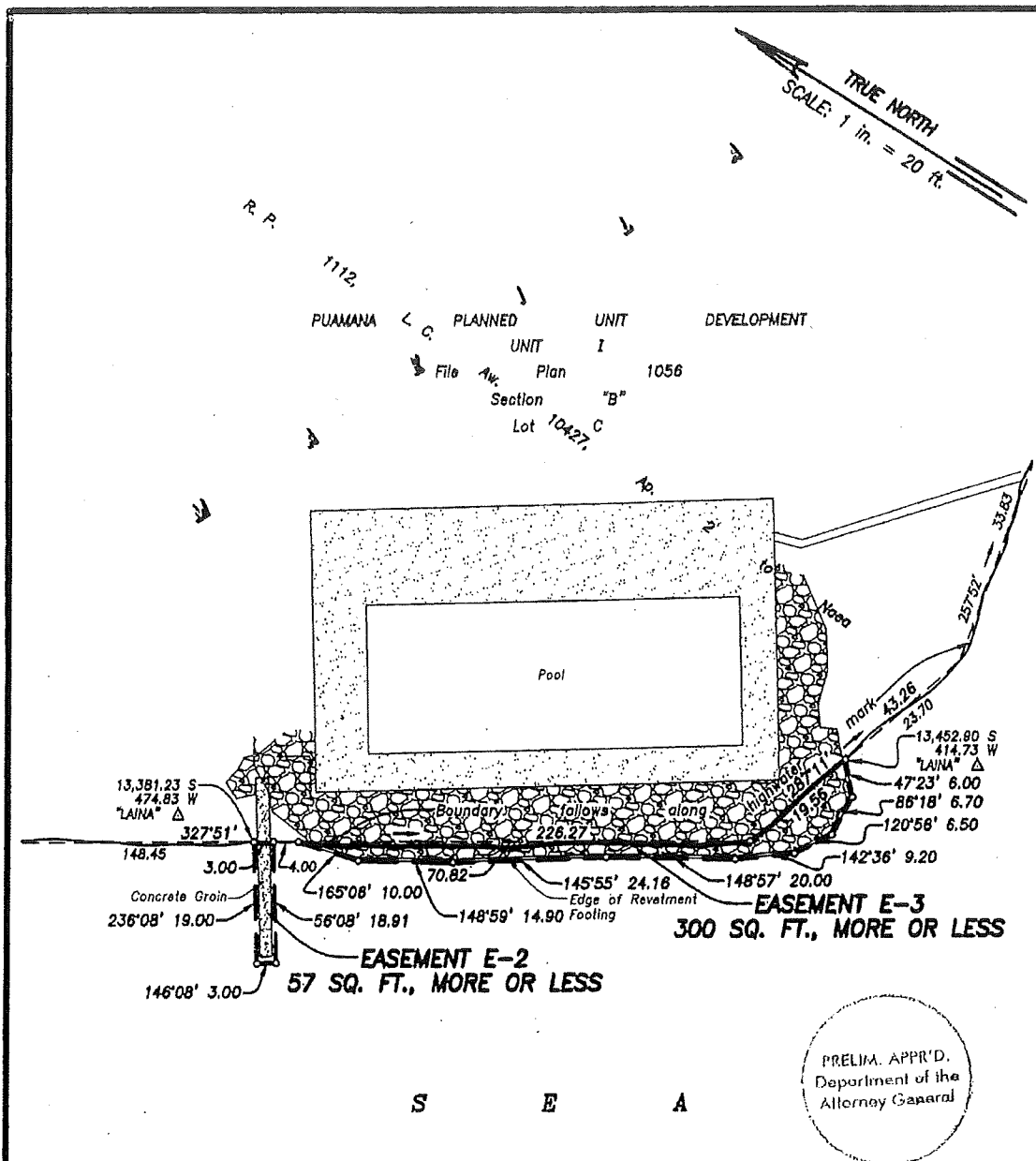
10. Thence along highwater mark along Lot C of Puamana Planned Unit Development, Unit I, Section B, File Plan 1056, the direct azimuth and distance being:
287° 11' 19.56 feet to the point
of beginning and containing an AREA OF 300
SQUARE FEET, MORE OR LESS.

SURVEY DIVISION
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
STATE OF HAWAII

By: Glenn J. Kodani
Glenn J. Kodani
Land Surveyor ry

Compiled from map and desc. furn. by
Newcomer-Lee Land Surveyors, Inc.
Said map and desc. have been examined
and checked as to form and mathematical
correctness but not on the ground by the
Survey Division.





REDUCED NOT TO SCALE

NON-EXCLUSIVE CONCRETE GROIN EASEMENT E-2 AND

NON-EXCLUSIVE POOL STRUCTURE AND REVTMENT FOOTING EASEMENT E-3

Fronting Lot C of Puamana Planned Unit Development
Unit I, Section B, File Plan 1056

Job Ma-268(12)

C. BK.

Makila, Lahaina, Maui, Hawaii

EXHIBIT D

Scale: 1 inch = 20 feet

Fronting Parcel 01 of TMK: 4-6-28

SURVEY DIVISION
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES

C.S.F. NO. 25,249

STATE OF HAWAII

RDM January 23, 2013



STATE OF HAWAII
SURVEY DIVISION
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
HONOLULU

C.S.F. No. 25,250

January 23, 2013

NON-EXCLUSIVE SEAWALL EASEMENT
EASEMENTS E-4 AND E-5

Fronting Lot E of Puamana Planned Unit Development
Unit I, Section B, File Plan 1056

Pahoa, Lahaina, Maui, Hawaii

Being portions of the Reclaimed (Filled) Land of Pahoa.

NON-EXCLUSIVE SEAWALL EASEMENT E-4

Beginning at the northwest corner of this easement and on the south boundary of Lot E of Puamana Planned Unit Development, Unit I, Section B, File Plan 1056, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LAINA" being 13,607.31 feet South and 77.73 feet West, thence running by azimuths measured clockwise from True South:-

1. Along highwater mark along Lot E of Puamana Planned Unit Development, Unit I, Section B, File Plan 1056, the direct azimuth and distance being:
289° 56' 41.08 feet;
- 2 Thence along highwater mark along Lot E of Puamana Planned Unit Development, Unit I, Section B, File Plan 1056, the direct azimuth and distance being:
286° 45' 27.31 feet;
3. 68° 07' 4.00 feet;

- 1 -

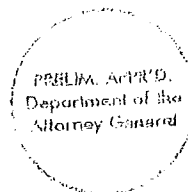


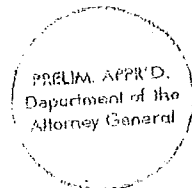
EXHIBIT E

- | | |
|-------------|--|
| 4. 112° 17' | 16.70 feet; |
| 5. 90° 52' | 9.50 feet; |
| 6. 103° 53' | 21.60 feet; |
| 7. 91° 57' | 3.00 feet; |
| 8. 133° 43' | 16.80 feet to the point of beginning and containing an AREA
OF 223 SQUARE FEET, MORE OR LESS. |

NON-EXCLUSIVE SEAWALL EASEMENT E-5

Beginning at the northeast corner of this easement and on the south boundary of Lot E of Puamana Planned Unit Development, Unit I, Section B, File Plan 1056, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LAINA" being 13,670.59 feet South and 124.64 feet East, thence running by azimuths measured clockwise from True South:-

- | | |
|-------------|-------------|
| 1. 92° 32' | 1.40 feet; |
| 2. 106° 08' | 80.60 feet; |
| 3. 100° 21' | 7.30 feet; |
| 4. 105° 07' | 5.10 feet; |
| 5. 100° 51' | 22.50 feet; |
| 6. 149° 59' | 1.80 feet; |
| 7. 115° 22' | 21.69 feet; |



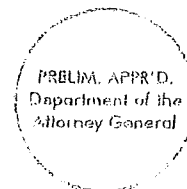
January 23, 2013

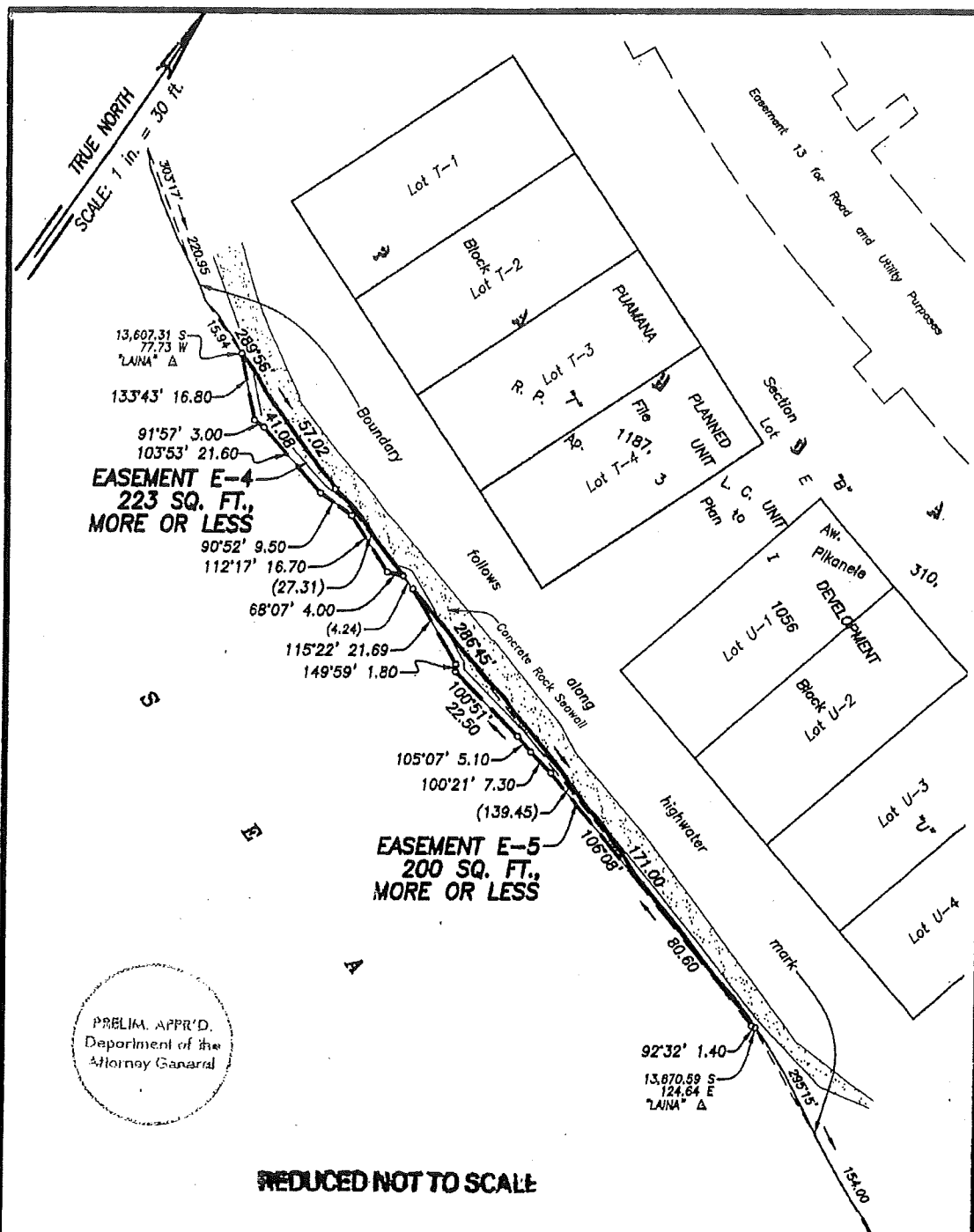
8. Thence along highwater mark along Lot E of Puamana Planned Unit Development, Unit I, Section B, File Plan 1056, the direct azimuth and distance being:
286° 45' 139.45 feet to the
point of beginning and containing an AREA OF
200 SQUARE FEET, MORE OR LESS.

SURVEY DIVISION
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
STATE OF HAWAII

By: Glenn J. Kodani
Glenn J. Kodani
Land Surveyor ry

Compiled from map and desc. furn. by
Newcomer-Lee Land Surveyors, Inc.
Said map and desc. have been examined
and checked as to form and mathematical
correctness but not on the ground by the
Survey Division.





NON-EXCLUSIVE SEAWALL EASEMENT EASEMENTS E-4 AND E-5

Fronting Lot E of Puamana Planned Unit Development
Unit I, Section B, File Plan 1056

Pahoa, Lahaina, Maui, Hawaii

EXHIBIT F

Job Ma-268(12)

C. BK.

Scale: 1 inch = 30 feet

Fronting Parcel 01 of TMK: 4-6-28

SURVEY DIVISION
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES

C.S.F. NO. 25,250

STATE OF HAWAII

RDM January 23, 2013

EXHIBIT 2

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
Land Division
Honolulu, Hawaii 96813

October 26, 2012

Board of Land and Natural Resources
State of Hawaii
Honolulu, Hawaii

PSF No.:12MD-019

Maui

Grant of a Term, Non-Exclusive Easement to the Puamana Community Association for Five (5) Shoreline Encroachment Areas, and Assessment of a \$500.00 Fine and \$940.00 in Administrative Costs Against the Puamana Community Association for Shoreline Encroachments, Puamana, Lahaina, Maui, Tax Map Key: (2) 4-6-028: seaward of 001.

APPLICANT:

Puamana Community Association, a Hawaii Nonprofit Corporation.

LEGAL REFERENCE:

Section 171-6, -13, and -53(c), Hawaii Revised Statutes, as amended.

LOCATION:

Portion of Government land located seaward of the Puamana Community Association lands at Lahaina, Maui, identified by Tax Map Key: (2) 4-6-028: 001, as shown on the attached map labeled Exhibit I.

AREA:

Easement "1"	1,115	sq. ft.
Easement "2"	57	sq. ft.
Easement "3"	300	sq. ft.
Easement "4"	223	sq. ft.
Easement "5"	200	sq. ft.

Combined total area of 1,895 square feet, more or less.

EXHIBIT 2

D-6

ZONING:

State Land Use District:	Conservation
County of Maui CZO:	Special Management Area

TRUST LAND STATUS:

Section 5(b) lands of the Hawaii Admission Act

DHHL 30% entitlement lands pursuant to the Hawaii State Constitution: YES _____ NO
X

CURRENT USE STATUS:

Unencumbered with encroachments.

CHARACTER OF USE:

Right, privilege and authority to use, maintain, repair, replace and remove existing seawalls, footings and concrete groin over, under and across State-owned land.

COMMENCEMENT DATE:

To be determined by the Chairperson.

CONSIDERATION:

One-time payment to be determined by independent appraisal establishing fair market rent, subject to review and approval by the Chairperson.

EASEMENT TERM:

Fifty-five (55) years

CHAPTER 343 - ENVIRONMENTAL ASSESSMENT:

Office of Conservation and Coastal Lands (OCCL) staff observed the subject seawall and determined it appeared to be built before 1974, prior to the enactment of the EIS law and this action is therefore exempt from Ch. 343.

In accordance with Hawaii Administrative Rule Sections 11-200-8(a)(1) & (4) and the Exemption List for the Department of Land and Natural Resources approved by the Environmental Council and dated December 4, 1991, the subject request is exempt from

the preparation of an environmental assessment pursuant to Exemption Class No. 1, that states "Operations, repairs or maintenance of existing structures, facilities, equipment, or topographical features, involving negligible or no expansion or change of use beyond that previously existing" and Class No. 4, that states "Minor alteration in the conditions of land, water, or vegetation."

DCCA VERIFICATION:

Place of business registration confirmed: YES x NO
Registered business name confirmed: YES x NO
Applicant in good standing confirmed: YES x NO

APPLICANT REQUIREMENTS:

Applicant shall be required to:

- 1) Pay for an appraisal to determine initial one-time payment;
- 2) Provide survey maps and descriptions according to State DAGS standards and at Applicant's own cost;
- 3) Comply with all County of Maui Special Management Area rules and regulations.

EASEMENT DESCRIPTIONS:

Easement "E-1" – Portion of a Concrete Rubble Masonry (CRM) Seawall: Easement "E-1" totals 1,115 sq. ft. and is comprised of a portion of a CRM seawall located along the northernmost shoreline of TMK (2) 4-6-028:001. The CRM seawall provides stability for the Puamana property and serves to protect nearby residences from coastal erosion and high waves. See **Exhibit III** identifying approximate location of Easement "E-1" in yellow and Photo No. 1 of **Exhibit II**.

Easement "E-2" – Portion of a Concrete Groin: Easement "E-2" totals 57 sq. ft. and is comprised of a portion of a concrete groin at the north side of the Puamana swimming pool. The concrete groin represents part of the historic swimming pool that was constructed in the 1930's. A saltwater pump that once fed water from the ocean into the swimming pool was located within this structure. At a later date, the pump was removed from the concrete groin as the pool was no longer a saltwater pool. The removal of the groin may affect the structural integrity of the pool foundation. See **Exhibit III** identifying approximate location of Easement "E-2" in green and Photo No. 2 of **Exhibit II**.

Easement "E-3" – Portion of the Pool Structure and Revetment Footings: Easement "E-3" totals 300 sq. ft. and is comprised of a portion of the concrete pool structure and its

revetment footings. The Puamana swimming pool is a historic structure constructed in the 1930's and is located just north of the Kauaula Stream on the Puamana property. See **Exhibit III** identifying approximate location of Easement "E-1" in red and Photo No. 3 of **Exhibit II**.

Easement "E-4" – Portion of a CRM Seawall: Easement "E-4" totals 223 sq. ft. and is comprised of a portion of a CRM seawall located along the shoreline, south of the Kauaula Stream. The CRM seawall provides stability for the Puamana property and serves to protect nearby residences from coastal erosion and high waves. See **Exhibit III** identifying approximate location of Easement "E-4" in purple and Photo No. 4 of **Exhibit II**.

Easement "E-5" – Portion of a CRM Seawall: Easement "E-5" totals 200 sq. ft. and is comprised of a portion of a CRM seawall located along the shoreline, south of the Kauaula Stream. The CRM seawall provides stability for the Puamana property and serves to protect nearby residences from coastal erosion and high waves. See **Exhibit III** identifying approximate location of Easement "E-5" in blue and Photo No. 4 of **Exhibit II**.

EXHIBITS:

Exhibit- I- Tax Map of (2) 4-6-028:001

Exhibit- II- Photos of easement areas 1 through 5.

Exhibit- III- Puamana Community Shoreline Encroachment Map with color key.

REMARKS:

In an attempt to certify the shoreline area fronting the Puamana Condominium complex, a shoreline inspection was conducted on June 3, 2010. The shoreline certification application was submitted by the Puamana Community Association (PCA) as part of the permitting process to undertake necessary structural repairs to the community's aging swimming pool structure. During the shoreline inspection, several improvements from the PCA were determined to be encroaching onto the shoreline or government submerged land.

Refer to the previous section, EASEMENT DESCRIPTIONS for a specific details and the purpose for each encroachment.

The Office of Conservation and Coastal Lands (OCCL) has determined that all five shoreline structures in question are Non-Conforming (A structure constructed or existed prior to the subject land area being designated as a Conservation District). Therefore, a Conservation District Use Permit would not be required. Refer to Exhibit (2), letter dated November 16, 2012, to Erin Mukai of Munekiyo & Hiraga, Inc. (PCA Consultant) from OCCL Administrator Mr. Sam Lemmo.

It has also been determined that these easement areas will not have a negative impact to the surrounding shoreline or public access. Therefore, OCCL agrees that the structures may remain in place with a proper disposition from the State for the use of the subject land areas that are being encumbered by PCA's encroachments.

Pursuant to the Board's action of June 28, 2002, under agenda item D-17 which established criteria for imposing fines for encroachments, staff is recommending a fine of \$500 as the subject encroachment is over 100 square feet. Additionally, Land Division staff has incurred administrative costs of \$440, and OCCL staff has incurred costs of \$500, in bringing this matter to the Board. Staff therefore seeks recovery of a total of administrative costs of \$940 from PCA as permitted under HRS Section 171-6.

AGENCY COMMENTS:

Comments have been solicited from the following agencies.

Agency	Comments
Office of Conservation & Coastal Lands	No objections
County of Maui – Planning Dept.	Received letter of with comment of no objections.
Office of Hawaiian Affairs	No comment received
State of Hawaii – DAR	No objections. Noted that the area has a history of accelerated erosion.

The Applicant has not had a lease, permit, easement or other disposition of State lands terminated within the last five years due to non-compliance with such terms and conditions.

Pursuant to Section 171-53(c), HRS, "the board, with the prior approval of the governor and the prior authorization of the legislature by concurrent resolution, may lease state submerged lands and lands beneath tidal waters under the terms, conditions, and restrictions provided in this chapter." Staff will have to work with the Applicant in obtaining the legislative concurrent resolution.

The Puamana community encumbers two separate parcels of beach front property, 1- (2) 4-6-028:001 and 2) (2) 4-6-032:001. The above easement request is strictly related to the shoreline areas seaward of Tax Map Key: (2) 4-6-028:001. Per the request of the applicant, the encroachment fronting Tax Map Key (2) 4-6-032:001 will be addressed

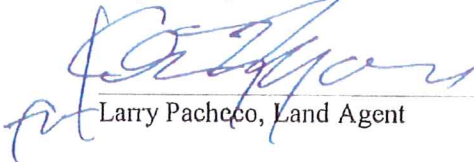
separately. This encroachment consists of rubble rocks which were dumped along the shoreline as an unpermitted revetment as a means to stop further loss of their private property during a large storm event which occurred in the 1980's. The OCCL is requiring the PCA to complete a Conservation District Use Application (CDUA) to address the unauthorized rock revetment situate on the shoreline seaward of Tax Map Key: (2) 4-6-032:001. A CDUA is not a requirement for the encroachments fronting (2) 4-6-028:001.

RECOMMENDATION: That the Board:

1. Impose a \$500 fine for illegal encroachments, and assess \$940 in administrative costs against the Applicant, pursuant to HRS Section 171-6.
2. Authorize the subject requests to be applicable in the event of a change in the ownership of the abutting parcel described as Tax Map Key: (2) 4-6-028:001, provided the succeeding owner has not had a lease, permit, easement or other disposition of State lands terminated within the last five (5) years due to non-compliance with such terms and conditions.
3. Subject to the Applicant fulfilling all of the Applicant requirements listed above, authorize the issuance of term, non-exclusive easements to the Puamana Community Association covering the subject area for Seawall and Revetment purposes under the terms and conditions cited above, which are by this reference incorporated herein and further subject to the following:
 - A. The standard terms and conditions of the most current term shoreline encroachment easement document form, as may be amended from time to time;
 - B. The easements shall run with the land and shall inure to the benefit of the real property described as Tax Map Key (2) 4-6-028:001, provided however: (1) it is specifically understood and agreed that the easements shall immediately cease to run with the land upon the expiration or other termination or abandonment of the easement; and (2) if and when the easement is sold, assigned, conveyed, or otherwise transferred, the Grantee shall notify the Grantor of such transaction in writing, and shall notify Grantee's successors or assign of the insurance requirement in writing, separate and apart from the easement document.
 - C. Review and approval by the Department of the Attorney General; and
 - D. Such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.

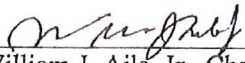
- E. Any shoreline hardening policy that may be adopted by the Board prior to execution of the grant of easement

Respectfully Submitted,




Larry Pacheco, Land Agent

APPROVED FOR SUBMITTAL:



William J. Aila, Jr., Chairperson



NEIL ABERCROMBIE
GOVERNOR OF HAWAII



WILLIAM J. ALA, JR.
CHAIRPERSON
BOARD OF LAND AND NATURAL RESOURCES
COMMISSION ON WATER RESOURCE MANAGEMENT



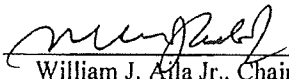
STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
LAND DIVISION

POST OFFICE BOX 621
HONOLULU, HAWAII 96809

EXEMPTION NOTIFICATION

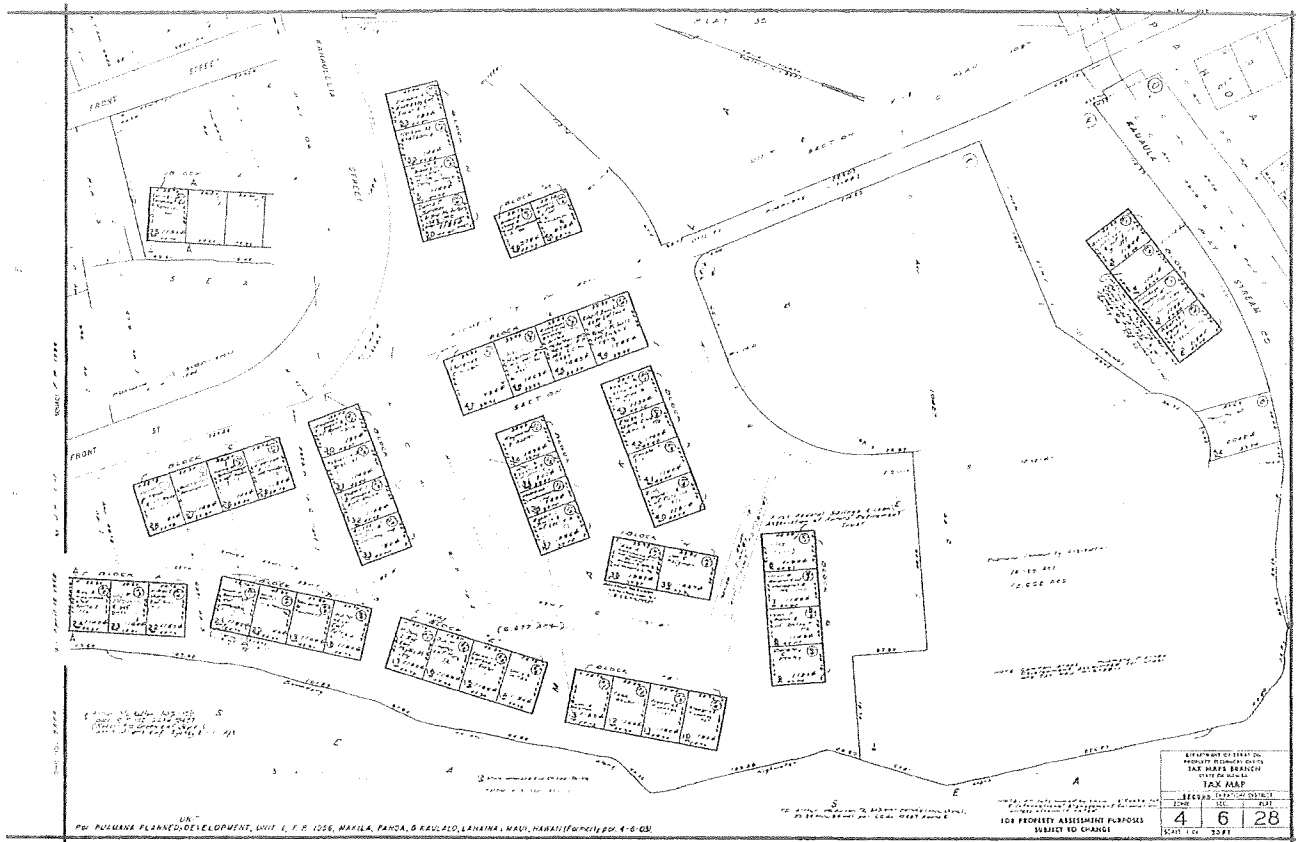
regarding the preparation of an environmental assessment pursuant to Chapter 343, HRS and Chapter 11-200, HAR

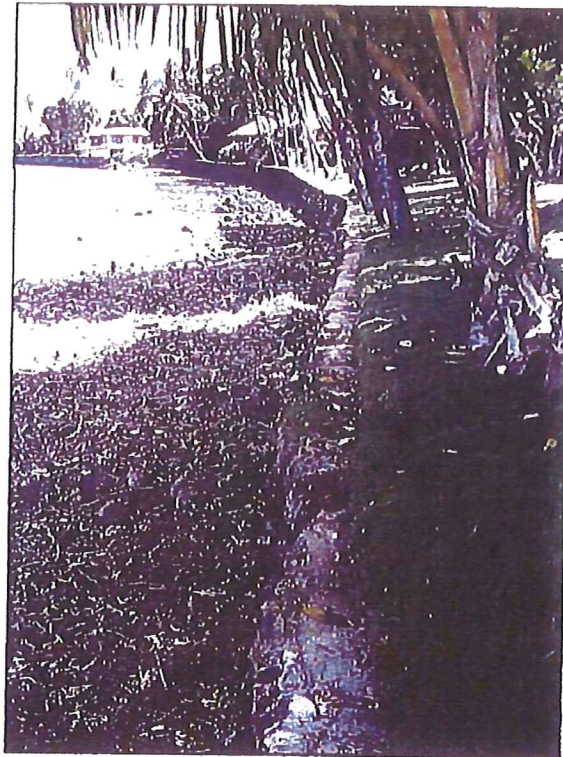
Project Title:	Issuance of Term, Non-Exclusive Easement to the Puamana Community Association.
Project / Reference No.:	PSF No. 12MD-019
Project Location:	Puamana, Lahaina, Maui, Hawaii
Project Description:	Granting of a Term, Non-Exclusive Easement for Encroachment Purposes.
Chap. 343 Trigger(s):	Use of State Lands in Conservation District (Shoreline)
Exemption Class No. and Description:	In accordance with the Department of Land and Natural Resources Department-wide Exemption List, approved by the Environmental Council and dated December 4, 1991, the subject project is considered to be exempt from the preparation of an environmental assessment pursuant to Exemption Class No.1, that states: Operations, repairs, or maintenance of existing structures, facilities, equipment, or topographical features, involving negligible or no expansion or change of use beyond that previously existing [HAR 11-200-8 (a)(1)].
Consulted Parties:	The Office of Conservation and Coastal Lands was consulted as a source authority having jurisdiction or expertise in this matter, and concurs that the exemption identified above is applicable to and appropriate for the proposed project.
Recommendation:	It is anticipated this project will probably have minimal or no significant effect on the environment and is presumed to be exempt from the preparation of an environmental assessment.


William J. Ala Jr., Chairperson

10/8/12

Date



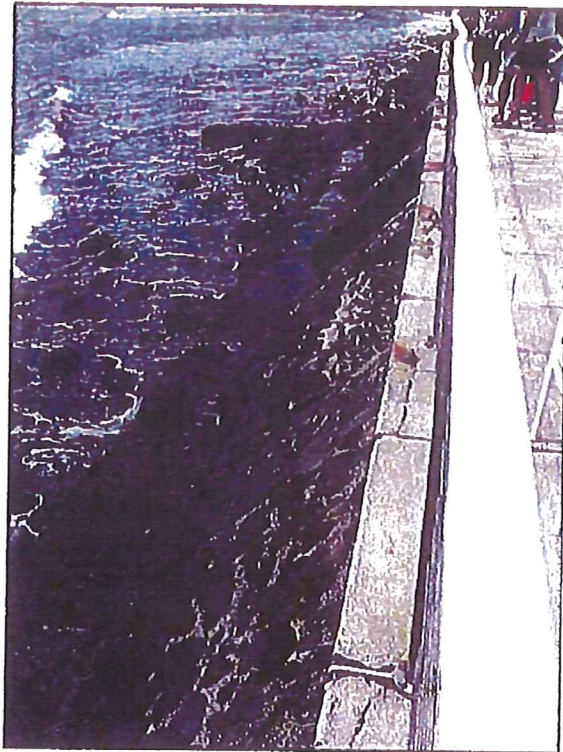


Photograph No. 1: Seawall on north side of property (Easement "E-1")

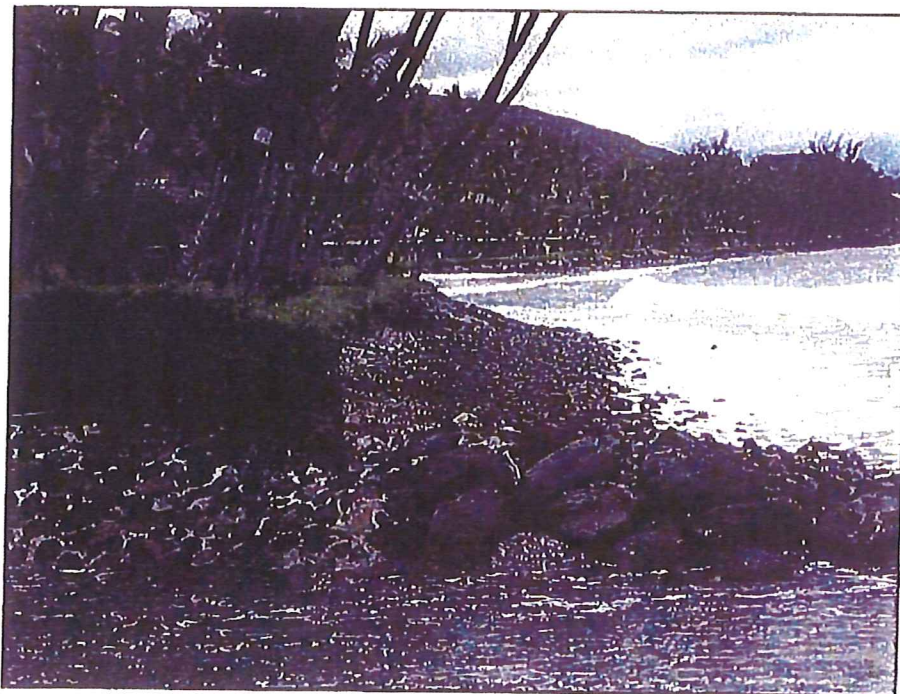


Photograph No. 2: Concrete groin at north side of swimming pool (Easement "E-2")

EXHIBIT " 11 "



Photograph No. 3: Revetment footings of swimming pool (Easement "E-3")



Photograph No. 4: View towards seawall encroachment south of the drainage channel (Easements "E-4" and "E-5")

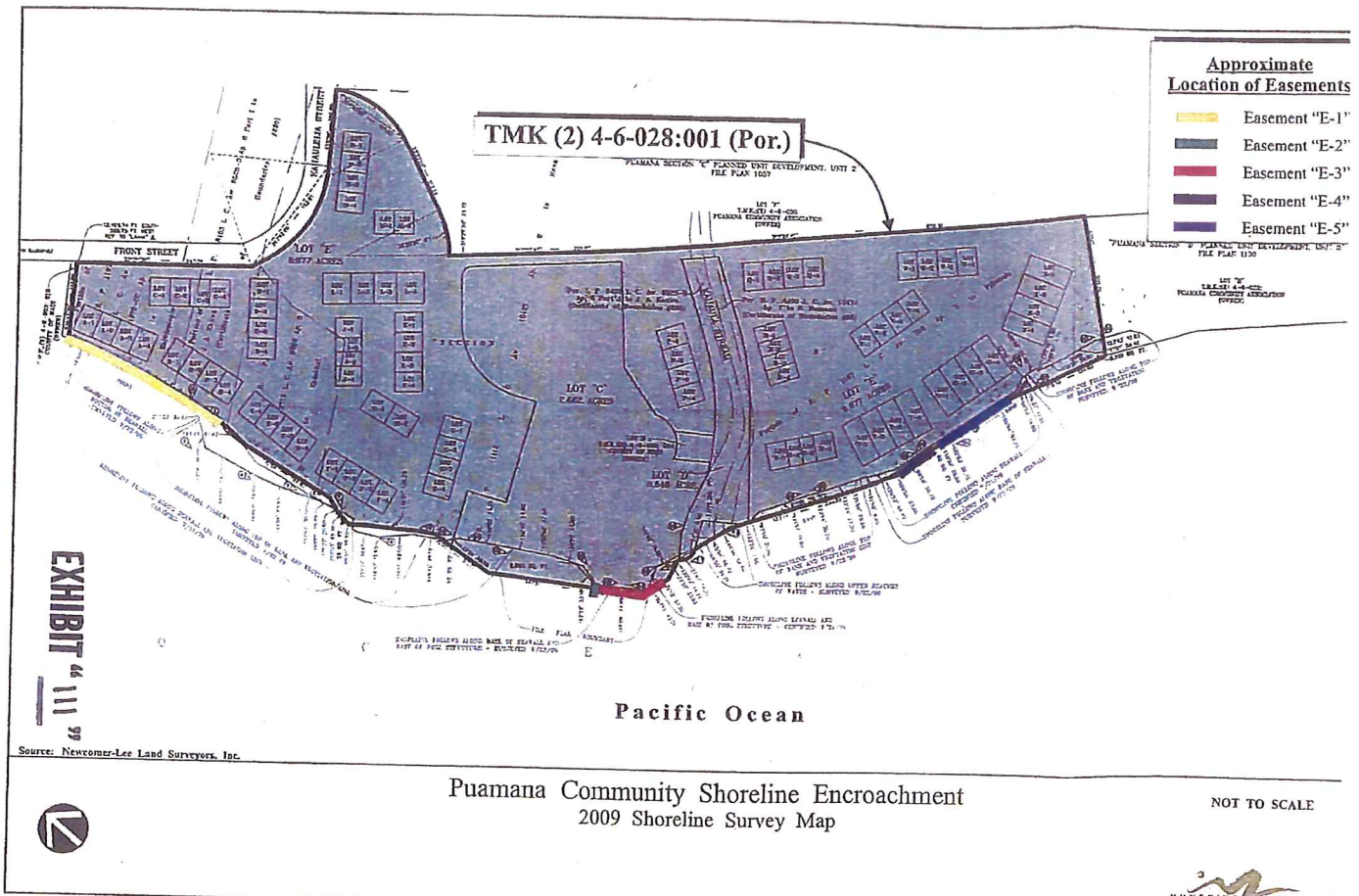


EXHIBIT 3



MUNEKIYO HIRAGA

Planning. Project Management. Sustainable Solutions.

RECEIVED
MAUI DISTRICT
LAND DIVISION

2016 MAR -9 PM 2: 52

Michael T. Munekiyo
PRESIDENT

Karlynn K. Fukuda
EXECUTIVE VICE PRESIDENT

Mark Alexander Roy
VICE PRESIDENT

Tessa Munekiyo Ng
VICE PRESIDENT

TO: Reid Siarot, State Land Surveyor
Department of Accounting and General
Services
Land Survey Division
1151 Punchbowl Street, Room 210
Honolulu, Hawai'i 96813

Daniel Ornellas, Maui District Land
Agent
Department of Land and Natural
Resources
55 High Street, Suite 101
Wailuku, Hawai'i 96793

DATE: March 9, 2016

SUBJECT: Puamana Community Association's
Request to Amend 55-Year Term,
Non-Exclusive Easements for
Portions of a Seawall and Pool
Structure Encroachment Purposes
Located at Puamana, Lahaina,
Maui, TMK (2) 4-6-028:001 (por.)
(Reference No.: GLS-6050)

Enclosed is/are:

Copies	Date	Description
1	---	Easement Plat Map Showing Easement "E-2-A"
1	---	Metes and Bounds Description of Easement "E-2-A"
1	---	Easement Plat Map Showing Easement "E-3-A"
1	---	Metes and Bounds Description of Easement "E-3-A"
Original	---	(Full-size) Shoreline Survey Map
1 (CD)	---	Easement Plat Maps of Easement "E-2-A" and Easement "E-3-A" (CADD files)
1 (CD)	---	Shoreline Survey Map (CADD files)

For your information
For necessary action
For your review
For your files

X

For your use
As requested
For your signature
Returning

REMARKS: The enclosed are provided, as requested, to enable further processing of Puamana Community Association's Request to Amend 55-Year Term, Non-Exclusive Easements for Portions of a Seawall and Pool Structure Encroachment Purposes Located at Puamana, Lahaina, Maui, TMK (2) 4-6-028:001 (por.).

Reid Siarot, State Land Surveyor
Daniel Ornellas, Maui District Land Agent
March 9, 2016
Page 2

Should you have any ns, please feel free to contact our office at (808) 244-2015.

Signed: 
Erin Mukai
Senior Associate

EM:yp
Copy to:

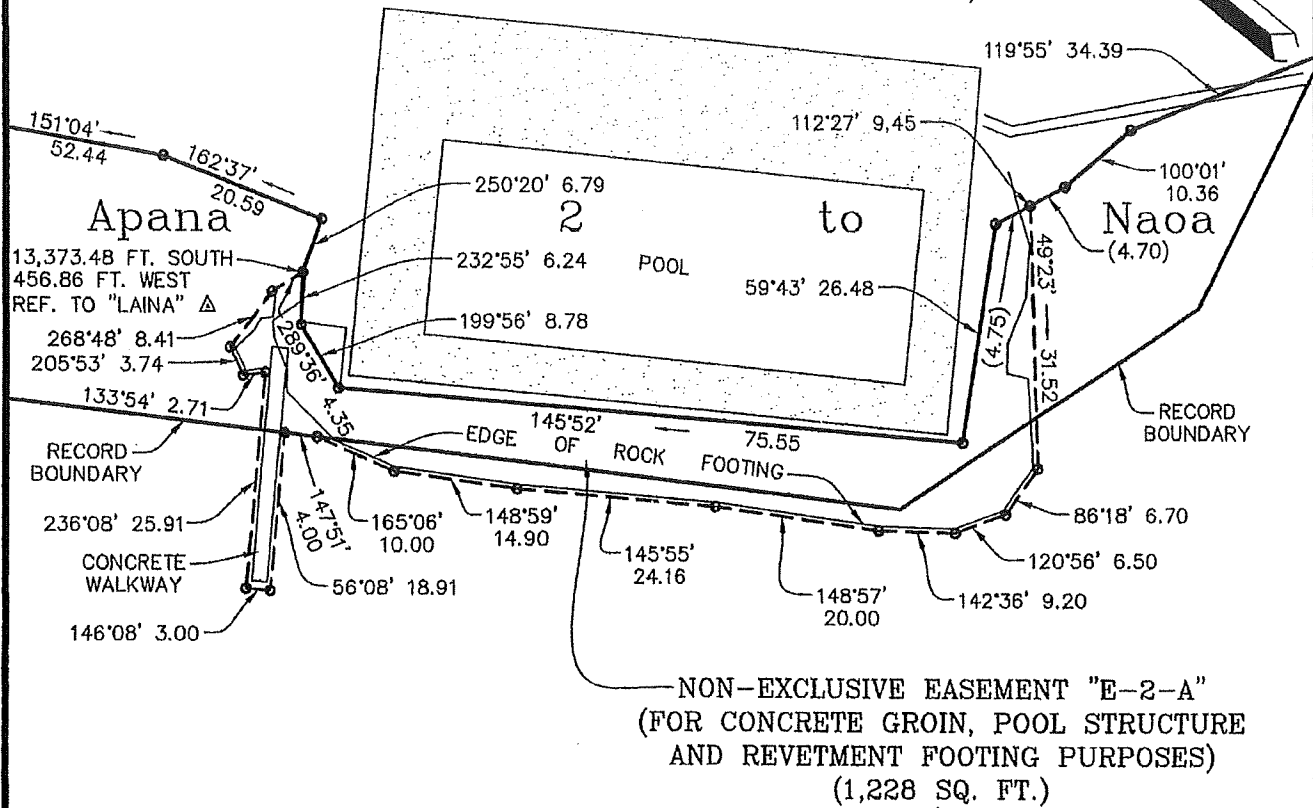
Bruce Lee, Newcomer – Lee Land Surveyors, Inc. (w/out enclosures)
Carl Verley, Puamana Community Association (w/out enclosures)
Dave Medina, Puamana Community Association (w/out enclosures)
K:\DATA\Puamana\Shoreline\Email\MapstoDAGS.trans.doc

Royal Patent 1112,

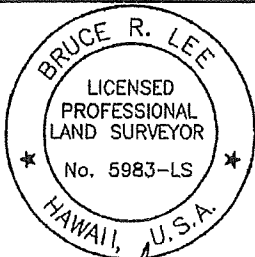
LOT "C"
2.662 ACRES

Land Commission Award 10,427

TRUE NORTH
SCALE 1 INCH = 20 FEET



O C E A N



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

T.M.K.:(2) 4-6-028: PORTION 001

NON-EXCLUSIVE EASEMENT "E-2-A"
FRONTING LOT "C" OF THE
PUAMANA PLANNED UNIT DEVELOPMENT, UNIT 1,
SECTION "B", FILE PLAN 1056
SITUATED AT PUAMANA-LAHAINA, MAUI, HAWAII

PREPARED FOR:

Puamana Community Association
34 Pualima Place
Lahaina, HI 96761

PREPARED BY:

NEWCOMER - LEE
LAND SURVEYORS, INC.
1498 LOWER MAIN STREET, SUITE D,
WAILUKU, MAUI, HAWAII 96793

SCALE: 1 INCH = 20 FEET

DATE: APRIL 23, 2015

8.5"X11"

DWG NO. 7999-EASE 2 JOB NO. 09-7999

DESCRIPTION
NON-EXCLUSIVE EASEMENT "E-2-A"
(FOR CONCRETE GROIN, POOL STRUCTURE AND
REVTMENT FOOTING PURPOSES)
AFFECTING THE GOVERNMENT LAND FRONTING THE
PUAMANA PLANNED UNIT DEVELOPMENT,
UNIT 1, SECTION "B", FILE PLAN 1056

All of that certain easement, being Non-Exclusive Easement "E-2-A" for concrete groin, pool structure and revetment footing purposes over, under and across a portion of Lot "C" of the Puamana Planned Unit Development, Unit 1, Section "B", File Plan 1056, along the remainder of Royal Patent 1112, Land Commission Award 10,427, Apana 2 to Naea and the Government Land fronting Lot "C" of the Puamana Planned Unit Development, Unit 1, Section "B", File Plan 1056, situated at Puamana, Lahaina, Island and County of Maui, State of Hawai'i and being more particularly described as follows:

Beginning at the northeast corner of this easement, on the certified shoreline fronting Lot "C" of the Puamana Planned Unit Development, Unit 1, Section "B", File Plan 1056, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LAINA" being:

13,373.48 Feet South
456.86 Feet West

and running by azimuths measured clockwise from true South:

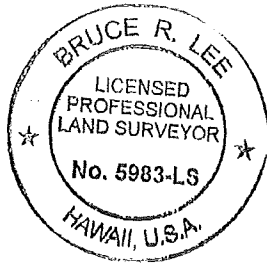
- | | | | |
|----|--------------|-------|--|
| 1. | 52° 55' 00" | 6.24 | feet along the certified shoreline fronting Lot "C" of the Puamana Planned Unit Development, Unit 1, Section "B", File Plan 1056, along the remainders of Lot "C" of the Puamana Planned Unit Development, Unit 1, Section "B", File Plan 1056 and Royal Patent 1112, Land Commission Award 10,427, Apana 2 to Naea; |
| 2. | 19° 56' 00" | 8.78 | feet along the certified shoreline fronting Lot "C" of the Puamana Planned Unit Development, Unit 1, Section "B", File Plan 1056, along the remainders of Lot "C" of the Puamana Planned Unit Development, Unit 1, Section "B", File Plan 1056 and Royal Patent 1112, Land Commission Award 10,427, Apana 2 to Naea; |
| 3. | 325° 52' 00" | 75.55 | feet along the certified shoreline fronting Lot "C" of the Puamana Planned Unit Development, Unit 1, Section "B", File Plan 1056, along the remainders of Lot "C" of the Puamana Planned Unit Development, Unit 1, Section "B", File Plan 1056 and Royal Patent 1112, Land Commission Award 10,427, Apana 2 to Naea; |

- | | | | |
|-----|--------------|-------|--|
| 4. | 239° 43' 00" | 26.48 | feet along the certified shoreline fronting Lot "C" of the Puamana Planned Unit Development, Unit 1, Section "B", File Plan 1056, along the remainders of Lot "C" of the Puamana Planned Unit Development, Unit 1, Section "B", File Plan 1056 and Royal Patent 1112, Land Commission Award 10,427, Apana 2 to Naea; |
| 5. | 292° 27' 00" | 4.75 | feet along the certified shoreline fronting Lot "C" of the Puamana Planned Unit Development, Unit 1, Section "B", File Plan 1056, along the remainders of Lot "C" of the Puamana Planned Unit Development, Unit 1, Section "B", File Plan 1056 and Royal Patent 1112, Land Commission Award 10,427, Apana 2 to Naea; |
| 6. | 49° 23' 00" | 31.52 | feet along the remainders of Lot "C" of the Puamana Planned Unit Development, Unit 1, Section "B", File Plan 1056, Royal Patent 1112, Land Commission Award 10,427, Apana 2 to Naea and the Government Land fronting Lot "C" of the Puamana Planned Unit Development, Unit 1, Section "B", File Plan 1056; |
| 7. | 86° 18' 00" | 6.70 | feet along the remainder of the Government Land fronting Lot "C" of the Puamana Planned Unit Development, Unit 1, Section "B", File Plan 1056; |
| 8. | 120° 56' 00" | 6.50 | feet along the remainder of the Government Land fronting Lot "C" of the Puamana Planned Unit Development, Unit 1, Section "B", File Plan 1056; |
| 9. | 142° 36' 00" | 9.20 | feet along the remainder of the Government Land fronting Lot "C" of the Puamana Planned Unit Development, Unit 1, Section "B", File Plan 1056; |
| 10. | 148° 57' 00" | 20.00 | feet along the remainder of the Government Land fronting Lot "C" of the Puamana Planned Unit Development, Unit 1, Section "B", File Plan 1056; |
| 11. | 145° 55' 00" | 24.16 | feet along the remainder of the Government Land fronting Lot "C" of the Puamana Planned Unit Development, Unit 1, Section "B", File Plan 1056; |
| 12. | 148° 59' 00" | 14.90 | feet along the remainder of the Government Land fronting Lot "C" of the Puamana Planned Unit Development, Unit 1, Section "B", File Plan 1056; |

- | | | | |
|-----|--------------|-------|--|
| 13. | 165° 06' 00" | 10.00 | feet along the remainder of the Government Land fronting Lot "C" of the Puamana Planned Unit Development, Unit 1, Section "B", File Plan 1056; |
| 14. | 147° 51' 00" | 4.00 | feet along the remainder of the Government Land fronting Lot "C" of the Puamana Planned Unit Development, Unit 1, Section "B", File Plan 1056; |
| 15. | 56° 08' 00" | 18.91 | feet along the remainder of the Government Land fronting Lot "C" of the Puamana Planned Unit Development, Unit 1, Section "B", File Plan 1056; |
| 16. | 146° 08' 00" | 3.00 | feet along the remainder of the Government Land fronting Lot "C" of the Puamana Planned Unit Development, Unit 1, Section "B", File Plan 1056; |
| 17. | 236° 08' 00" | 25.91 | feet along the remainders of the Government Land fronting Lot "C" of the Puamana Planned Unit Development, Unit 1, Section "B", File Plan 1056, along the remainders of Lot "C" of the Puamana Planned Unit Development, Unit 1, Section "B", File Plan 1056 and Royal Patent 1112, Land Commission Award 10,427, Apana 2 to Naea; |
| 18. | 133° 54' 00" | 2.71 | feet along the remainders of Lot "C" of the Puamana Planned Unit Development, Unit 1, Section "B", File Plan 1056, Royal Patent 1112, Land Commission Award 10,427, Apana 2 to Naea; |
| 19. | 205° 53' 00" | 3.74 | feet along the remainders of Lot "C" of the Puamana Planned Unit Development, Unit 1, Section "B", File Plan 1056 and Royal Patent 1112, Land Commission Award 10,427, Apana 2 to Naea; |
| 20. | 268° 48' 00" | 8.41 | feet along the remainders of Lot "C" of the Puamana Planned Unit Development, Unit 1, Section "B", File Plan 1056 and Royal Patent 1112, Land Commission Award 10,427, Apana 2 to Naea; |
| 21. | 289° 36' 00" | 4.35 | feet along the remainders of Lot "C" of the Puamana Planned Unit Development, Unit 1, Section "B", File Plan 1056 and Royal Patent 1112, Land Commission Award 10,427, Apana 2 to Naea to the point of beginning and containing an area of 1,228 Square Feet, more or less. |

Prepared by:

NEWCOMER-LEE
LAND SURVEYORS, INC., a Hawai'i Corporation



4/23/15
PUAMANA SHORELINE
File 14-9737
14-9737 Puamana Shoreline Easement E-2-A

This description was prepared from a
survey on the ground performed by me or
under my supervision.

A handwritten signature in cursive script, appearing to read "Bruce R. Lee 4/23/15", written over a horizontal line.

BRUCE R. LEE
Licensed Professional Land
Surveyor Certificate No. 5983-LS

DESCRIPTION
NON-EXCLUSIVE EASEMENT "E-3-A"
(FOR SEAWALL PURPOSES)
AFFECTING THE GOVERNMENT LAND FRONTING THE
PUAMANA PLANNED UNIT DEVELOPMENT, UNIT 1,
SECTION "B", FILE PLAN 1056

All of that certain easement, being Non-Exclusive Easement "E-3-A" for seawall purposes over, under and across a portion of Lot "E" of the Puamana Planned Unit Development, Unit 1, Section "B", File Plan 1056, a portion of Royal Patent 1112, Land Commission Award 10,427, Apana 2 to Naea and a portion of the Government Land fronting Lot "E" of the Puamana Planned Unit Development, Unit 1, Section "B", File Plan 1056, situated at Puamana, Lahaina, Island and County of Maui, State of Hawai'i and being more particularly described as follows:

Beginning at the east corner of this easement, on the certified shoreline fronting Lot "E" of the Puamana Planned Unit Development, Unit 1, Section "B", File Plan 1056, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LAINA" being:

13,669.05 Feet South
168.63 Feet East

and running by azimuths measured clockwise from true South:

- | | | | |
|----|--------------|-------|---|
| 1. | 77° 56' 00" | 22.44 | feet along the remainders of Lot "E" of the Puamana Planned Unit Development, Unit 1, Section "B", File Plan 1056 and Royal Patent 1112, Land Commission Award 10,427, Apana 2 to Naea;; |
| 2. | 101° 27' 00" | 14.00 | feet along the remainders of Lot "E" of the Puamana Planned Unit Development, Unit 1, Section "B", File Plan 1056 and Royal Patent 1112, Land Commission Award 10,427, Apana 2 to Naea;; |
| 3. | 92° 32' 00" | 9.73 | feet along the remainders of Lot "E" of the Puamana Planned Unit Development, Unit 1, Section "B", File Plan 1056, Royal Patent 1112, Land Commission Award 10,427, Apana 2 to Naea and the Government Land fronting Lot "E" of the Puamana Planned Unit Development, Unit 1, Section "B", File Plan 1056;; |
| 4. | 106° 08' 00" | 80.63 | feet along the remainder of the Government Land fronting Lot "E" of the Puamana Planned Unit Development, Unit 1, Section "B", File Plan 1056; |

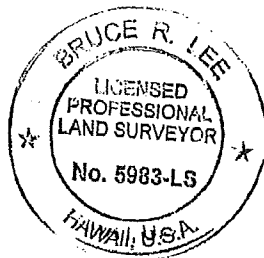
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|-----|--------------|-------|--|
| 5. | 100° 21' 00" | 7.30 | feet along the remainder of the Government Land fronting Lot "E" of the Puamana Planned Unit Development, Unit 1, Section "B", File Plan 1056; |
| 6. | 105° 07' 00" | 5.10 | feet along the remainder of the Government Land fronting Lot "E" of the Puamana Planned Unit Development, Unit 1, Section "B", File Plan 1056; |
| 7. | 100° 51' 00" | 22.50 | feet along the remainder of the Government Land fronting Lot "E" of the Puamana Planned Unit Development, Unit 1, Section "B", File Plan 1056; |
| 8. | 149° 59' 00" | 1.80 | feet along the remainder of the Government Land fronting Lot "E" of the Puamana Planned Unit Development, Unit 1, Section "B", File Plan 1056; |
| 9. | 115° 22' 00" | 21.69 | feet along the remainder of the Government Land fronting Lot "E" of the Puamana Planned Unit Development, Unit 1, Section "B", File Plan 1056; |
| 10. | 106° 45' 00" | 4.29 | feet along the remainder of the Government Land fronting Lot "E" of the Puamana Planned Unit Development, Unit 1, Section "B", File Plan 1056; |
| 11. | 68° 07' 00" | 4.00 | feet along the remainder of the Government Land fronting Lot "E" of the Puamana Planned Unit Development, Unit 1, Section "B", File Plan 1056; |
| 12. | 112° 17' 00" | 16.76 | feet along the remainder of the Government Land fronting Lot "E" of the Puamana Planned Unit Development, Unit 1, Section "B", File Plan 1056; |
| 13. | 90° 52' 00" | 9.40 | feet along the remainder of the Government Land fronting Lot "E" of the Puamana Planned Unit Development, Unit 1, Section "B", File Plan 1056; |
| 14. | 103° 53' 00" | 21.60 | feet along the remainder of the Government Land fronting Lot "E" of the Puamana Planned Unit Development, Unit 1, Section "B", File Plan 1056; |

15. 91° 57' 00" 3.00 feet along the remainder of the Government Land fronting Lot "E" of the Puamana Planned Unit Development, Unit 1, Section "B", File Plan 1056;
16. 133° 37' 00" 25.80 feet along the remainders of the Government Land fronting Lot "E" of the Puamana Planned Unit Development, Unit 1, Section "B", File Plan 1056, Lot "E" of the Puamana Planned Unit Development, Unit 1, Section "B", File Plan 1056 and Royal Patent 1112, Land Commission Award 10,427, Apana 2 to Naea;
17. 123° 27' 00" 15.89 feet along the remainders of Lot "E" of the Puamana Planned Unit Development, Unit 1, Section "B", File Plan 1056 and Royal Patent 1112, Land Commission Award 10,427, Apana 2 to Naea;
18. 181° 03' 00" 10.68 feet along the remainders of Lot "E" of the Puamana Planned Unit Development, Unit 1, Section "B", File Plan 1056 and Royal Patent 1112, Land Commission Award 10,427, Apana 2 to Naea to a point on the certified shoreline fronting Lot "E" of the Puamana Planned Unit Development, Unit 1, Section "B", File Plan 1056;
19. 300° 34' 00" 7.93 feet along the certified shoreline fronting Lot "E" of the Puamana Planned Unit Development, Unit 1, Section "B", File Plan 1056, along the remainders of Lot "E" of the Puamana Planned Unit Development, Unit 1, Section "B", File Plan 1056 and Royal Patent 1112, Land Commission Award 10,427, Apana 2 to Naea;
20. 303° 17' 00" 42.00 feet along the certified shoreline fronting Lot "E" of the Puamana Planned Unit Development, Unit 1, Section "B", File Plan 1056, along the remainders of Lot "E" of the Puamana Planned Unit Development, Unit 1, Section "B", File Plan 1056 and Royal Patent 1112, Land Commission Award 10,427, Apana 2 to Naea;
21. 286° 49' 00" 48.44 feet along the certified shoreline fronting Lot "E" of the Puamana Planned Unit Development, Unit 1, Section "B", File Plan 1056, along the remainders of Lot "E" of the Puamana Planned Unit Development, Unit 1, Section "B", File Plan 1056 and Royal Patent 1112, Land Commission Award 10,427, Apana 2 to Naea;

22. 284° 50' 00" 173.90 feet along certified shoreline fronting Lot "E" of the Puamana Planned Unit Development, Unit 1, Section "B", File Plan 1056, along the remainders of Lot "E" of the Puamana Planned Unit Development, Unit 1, Section "B", File Plan 1056 and Royal Patent 1112, Land Commission Award 10,427, Apana 2 to Naea;
23. 280° 44' 00" 9.69 feet along the certified shoreline fronting Lot "E" of the Puamana Planned Unit Development, Unit 1, Section "B", File Plan 1056, along the remainders of Lot "E" of the Puamana Planned Unit Development, Unit 1, Section "B", File Plan 1056 and Royal Patent 1112, Land Commission Award 10,427, Apana 2 to Naea to the point of beginning and containing an area of 2,899 Square Feet, more or less.

Prepared by:

NEWCOMER-LEE
LAND SURVEYORS, INC., a Hawai'i Corporation



REVISED: 2/16/16
PUAMANA SHORELINE
File 14-9737
14-9737 Puamana Shoreline Ease E-3-A

This description was prepared from a survey on the ground performed by me or under my supervision.

A handwritten signature in dark ink, appearing to read "Bruce R. Lee", written over a horizontal line.

BRUCE R. LEE
Licensed Professional Land
Surveyor Certificate No. 5983-LS