

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

January 12, 2017

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

PSF No.: 17MD-059

(Maui)

Grant of Thirty (30) Year Term Non-Exclusive Easement to Ka'anapali Land Management Corp.
For Agricultural Irrigation Purposes, Honokohau, Lahaina, Island of Maui; Tax Map Key(s): (2)
4-4-002:012; (2) 4-4-002:013; (2) 4-4-002:014; (2) 4-4-005:035; (2) 4-5-021:005; (2) 4-6-
018:011

APPLICANT:

Ka'anapali Land Management Corp. ("KLMC")

LEGAL REFERENCE:

Section 171-13, Hawaii Revised Statutes, as amended.

LOCATION:

Portion of Government land located at Honokohau, Lahaina, Island of Maui, identified by Tax
Map Keys: (2) 4-4-002:012; (2) 4-4-002:013; (2) 4-4-002:014; (2) 4-4-005:035; (2) 4-5-021:005;
(2) 4-6-018:011, as shown on the attached map(s) labeled Exhibit 1.

AREA:

16.28 acres, more or less.

ZONING:

State Land Use District:	<u>Agricultural</u>
County of Maui CZO:	<u>Agricultural</u>

TRUST LAND STATUS:

Section 5(b) lands of the Hawaii Admission Act: YES

CURRENT USE STATUS:

Subject area was encumbered by General Lease No. S-5262 to Pioneer Mill Company ("Pioneer"), successor by merger to Pioneer Mill Company, Limited, for Agricultural/Irrigation purposes, attached as Exhibit 2. Pioneer and its subsidiaries, affiliates, and successors have been leasing state-owned portions of the Honokohau ditch since 1954. The original lease expired in 1984 and a new 30yr term lease was approved by the BLNR on June 22, 1984, Exhibit 3, and executed by DLNR on August 5, 1997, effective retroactively to June 22, 1984. That lease to Pioneer expired on June 1, 2014. Applicant KLMC is an affiliate of Pioneer Mill Company, LLC and intends to continue to utilize the same state-owned ditch segments for the same purpose of their predecessor, *with the exception of TMK: (2) 4-4-07:010*, which KLMC does not wish to continue utilizing. The proposed easement, if approved by the Board, would be effective retroactively to June 2, 2014 in order to remedy the elapsed time period between expiration of the previous term and execution of the new easement.

CHARACTER OF USE:

Right, privilege, and authority to operate, and maintain the Honokohau Ditch and Honokowai Tunnel (portions running over and across government land) for the transmission of water for irrigation purposes.

COMMENCEMENT DATE:

June 2, 2014. *See above.*

CONSIDERATION:

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

CHAPTER 343 - ENVIRONMENTAL ASSESSMENT:

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 June 5, 2015, the subject request is exempt from the preparation of an environmental assessment pursuant to Exemption Class No. 1:

23. Repair and maintenance of existing water tanks, water catchment basins, water units, pumps and controls, pipes, channels, dikes, and moats.

46. Creation or termination of easement, covenants, or other rights in structures or land.

47. Leases of state land involving negligible or no expansion or change of use beyond that previously existing.

The Department's Exemption Notification letter is attached as Exhibit 4.

DCCA VERIFICATION:

Place of business registration confirmed:	YES <u>X</u>	NO <u> </u>
Registered business name confirmed:	YES <u>X</u>	NO <u> </u>
Applicant in good standing confirmed:	YES <u>X</u>	NO <u> </u>

APPLICANT REQUIREMENTS:

Applicant shall be required to:

- 1) Pay for an appraisal to determine fair market rent;
- 2) Provide survey maps and descriptions according to State DAGS standards and at Applicant's own cost.

REMARKS:

The Honolua-Honokohau Ditch is an elaborate system of tunnels, ditches, siphons, flumes, and reservoirs built over a century ago to irrigate sugar, cattle, and pineapple lands. The ditch currently provides water service to both public and private users, including lands owned by the Applicant and its affiliates. Applicant owns numerous parcels that are benefitted from the lease of the subject ditch and they are listed and described in the supplement to the application as Exhibit 5.

Applicant is seeking renewal of multi-decade use of existing ditch systems, without modification, to transport water to irrigate agricultural and *other lands* owned by Applicant and its affiliates, related parties, and *other users*, in certain areas adjacent to and/or between the Honokowai and Kauaula Streams in West Maui. Certain areas of the existing ditch also provide for storm water runoff protection of the makai residential areas. If approved, Applicant will continue to provide general maintenance and care for the portions of the ditch in their leased area, including making repairs and improvements that do not intensify or change the character of use.

Applicant is in good standing with the Department and 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. The Commission on Water Resource Management was consulted due to the subject-matter. The State Attorney General's Office was also consulted on this matter. In regards to the use of water, it is the Department's understanding that the water is diverted from a source located on privately-owned land. Therefore the Department is not requiring a water lease at this time and the Grant of Easement, if approved, will not convey any interest in water to the Applicant.

RECOMMENDATION: That the Board:

1. Declare that, after considering the potential effects of the proposed disposition as provided by Chapter 343, HRS, and Chapter 11-200, HAR, this project will probably have minimal or no significant effect on the environment and is therefore exempt from the preparation of an environmental assessment.

2. Subject to the Applicant fulfilling all of the Applicant requirements listed above, authorize the issuance of a term non-exclusive easement to Ka'anapali Land Management Corp. covering the subject area for transmission of water and irrigation 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 easement document form, as may be amended from time to time;
 - B. Review and approval by the Department of the Attorney General; and
 - C. Such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.

Respectfully Submitted,


Malama Minn
Project Development Specialist

APPROVED FOR SUBMITTAL:

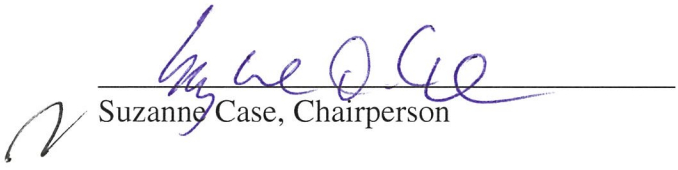
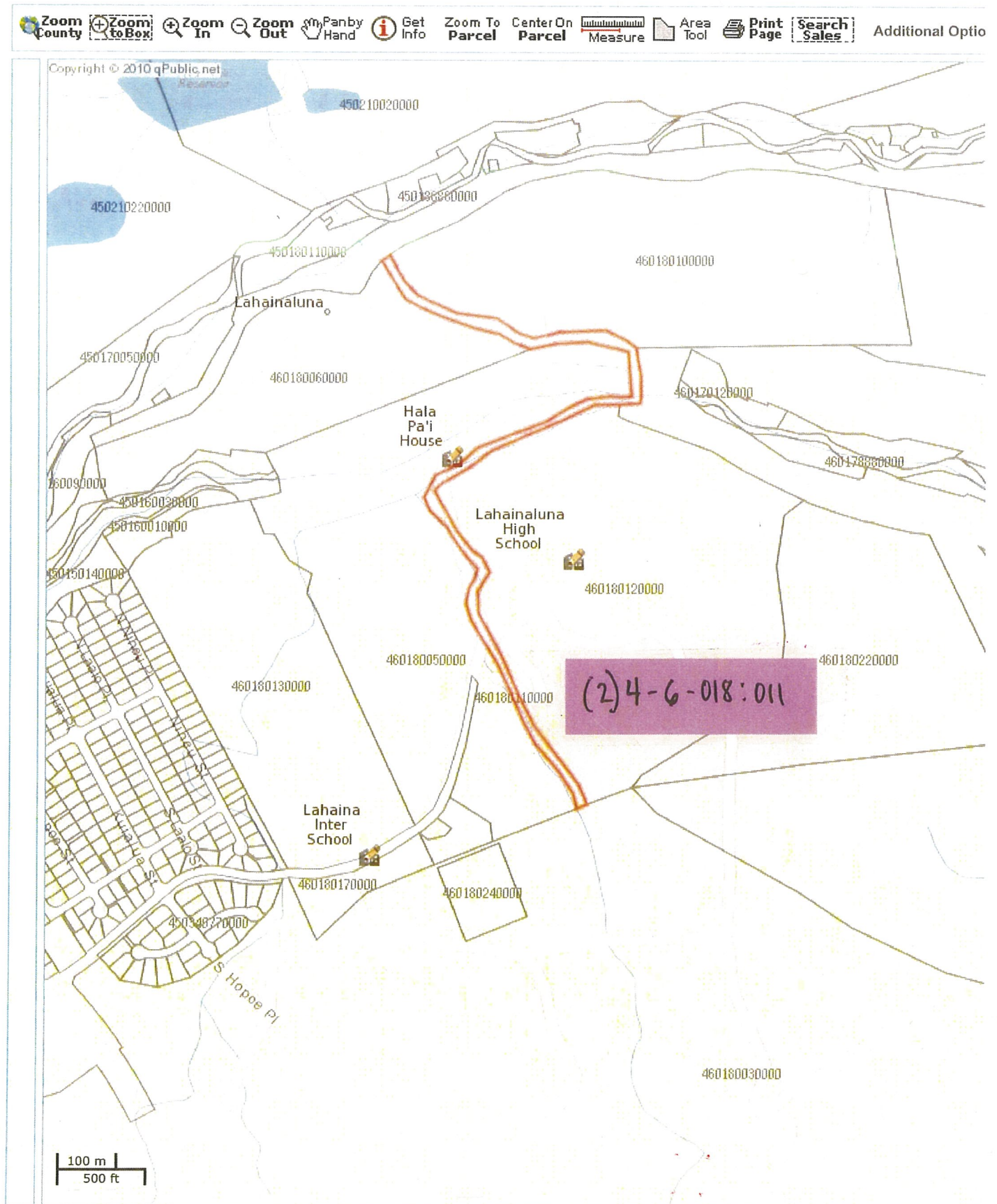

Suzanne Case, Chairperson

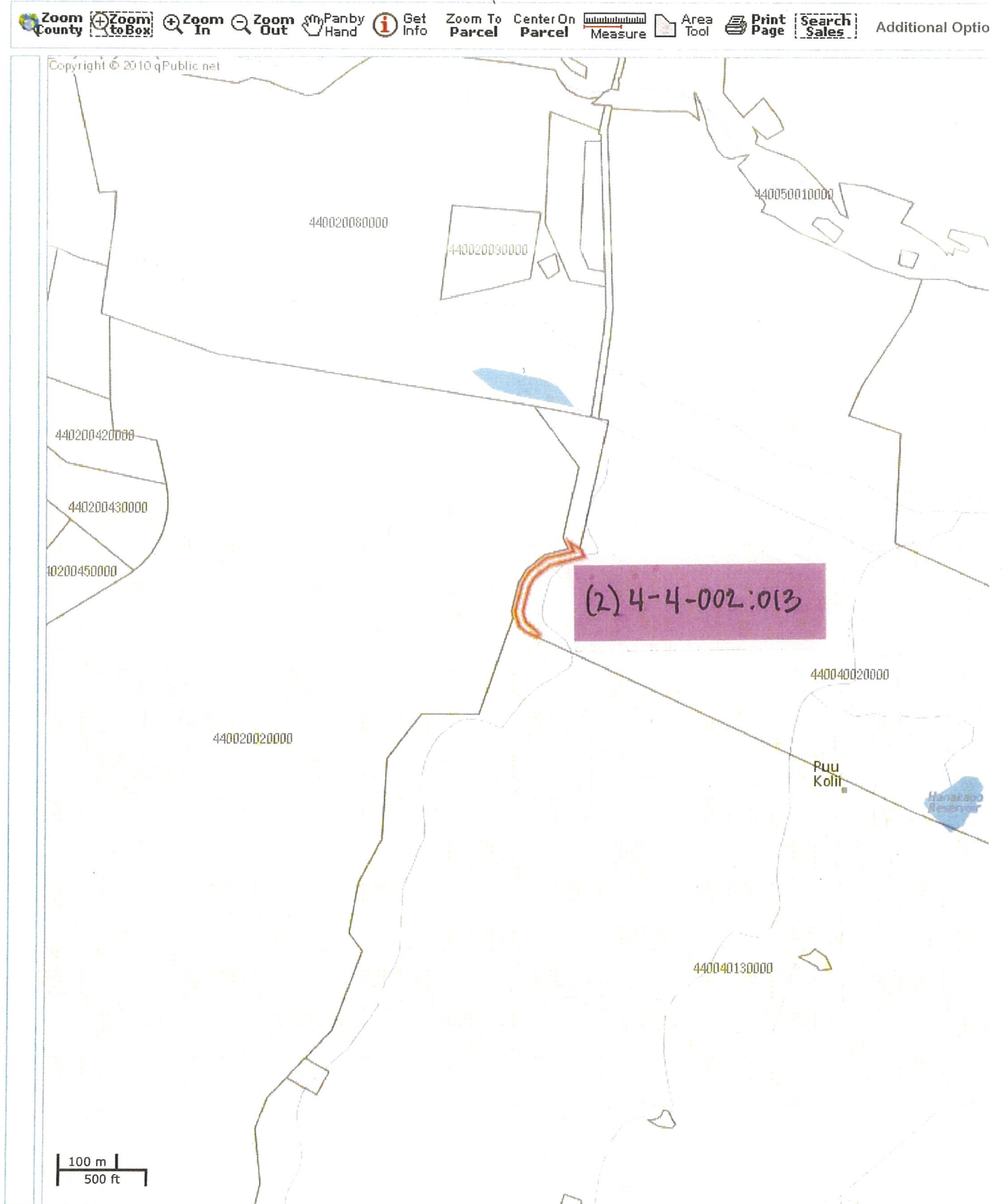
EXHIBIT 1



Maui County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data.



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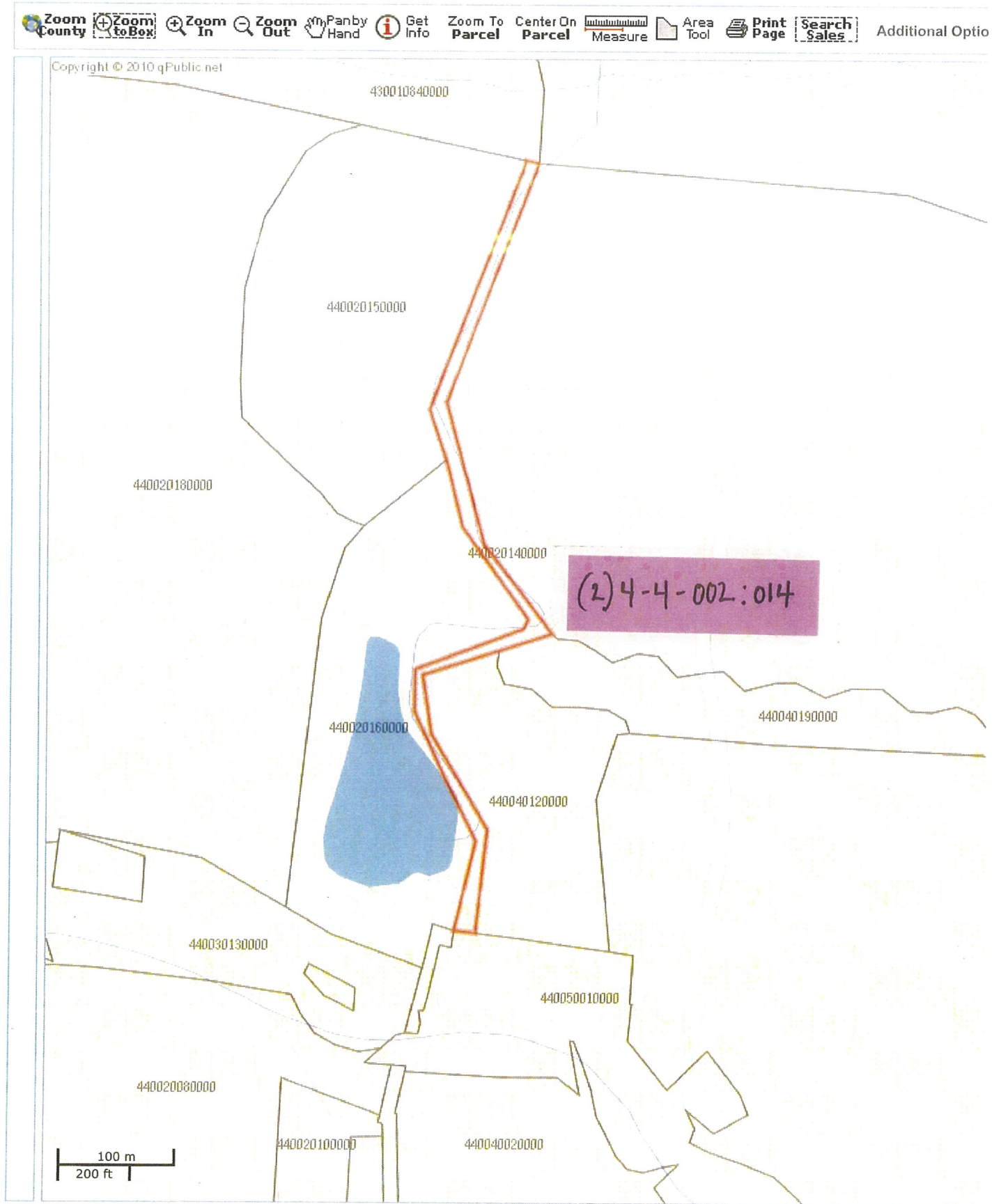
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EXHIBIT 2

25
Goddard
L-112
STATE OF HAWAII
OFFICE OF ASSISTANT REGISTRAR
RECORDED

OCT 07, 1997 08:02 AM

Doc No(s) 2407425

on Cert(s) 44,733

/s/ CARL T. WATANABE
ASSISTANT REGISTRAR

LAND COURT SYSTEM)
Return by Mail () Pickup (X) To: REGULAR SYSTEM
DEPT. OF LAND AND NATURAL RESOURCES
LAND DIVISION

Total Pages 29

LC only
Tax Map Key Nos. (2) 4-4-02:12, 13, & 14;
4-4-05:35; 4-4-07:10;
4-5-21:5 and 4-6-18:11

LEASE OF NON-EXCLUSIVE EASEMENT S-5262

THIS INDENTURE, made and entered into this 5th
day of August, 1997, by and between the STATE OF
HAWAII, by its Board of Land and Natural Resources, hereinafter
referred to as the "Lessor," and PIONEER MILL COMPANY, LIMITED,
a Hawaii corporation, whose mailing address is c/o Amfac/JMB
Hawaii, Inc., Post Office Box 3230, Honolulu, Hawaii 96801,
hereinafter referred to as the "Lessee."

WITNESSETH THAT:

The Lessor, 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 Lessee to be kept, observed,
and performed, does hereby lease unto the Lessee, the following
non-exclusive and term easement rights:

Right, privilege, and authority to operate, and
maintain the Honokohau Ditch and Honokowai Tunnel
(portions running over and across government land)
for the transmission of water for irrigation purposes
and for mill use,

in, over, under and across those certain parcels of land more
particularly described herein being:

PART 1, Non-Exclusive Water Transmission Easement Over and Across Honokohau Ditch Right-of-Way, situate at Honokowai, Lahaina (Kaanapali), Maui, Hawaii, containing an area of 0.650 acre, 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. 20,015 and dated August 6, 1984; and

PART 2, Non-Exclusive Water Transmission Easement Over and Across Honokohau Ditch Right-of-Way, situate at Honokowai, Lahaina (Kaanapali), Maui, Hawaii, containing an area of 1.599 acres, 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. 20,016 and dated August 6, 1984; and

PART 3, Non-Exclusive Water Transmission Easement Over and Across Honokohau Ditch Right-of-Way, situate at Honokowai, Lahaina (Kaanapali), Maui, Hawaii, containing an area of 0.04 acre, 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. 20,017 and dated August 6, 1984; and

PART 4, Non-Exclusive Water Transmission Easement Over and Across Honokohau Ditch Right-of-Way, situate at Honokowai, Lahaina (Kaanapali), Maui, Hawaii, containing an area of 2.335 acres, more particularly described in Exhibit "G" and delineated on Exhibit "H," 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. 20,018 and dated August 6, 1984; and

PART 5, Non-Exclusive Water Transmission Easement Extending from the Amalu Stream Intake to Honokowai Stream, situate at Honokowai, Lahaina (Kaanapali), Maui, Hawaii, containing an area of 0.964 acres, more particularly described in Exhibit "I" and delineated on Exhibit "J," 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. 20,019 and dated August 6, 1984; and

PART 6, Non-Exclusive Water Transmission Easement Over and Across Honokohau Ditch Right-of-Way, situate at Wahikuli, Lahaina, Maui, Hawaii, containing an area of 6.556 acres, more particularly described in Exhibit "K" which is attached hereto and made a part hereof, said exhibit being a survey description prepared by the Survey Division, Department of Accounting and General Services, State of Hawaii designated C.S.F. No 20,020 and dated August 6, 1984; and

PART 7, Non-Exclusive Water Transmission Easement Over and Across Honokohau Ditch Right-of-Way, situate at Lahaina, Maui, Hawaii, being all of Lot A-2 as shown on Map 3 of Land Court Application 403, containing an area of 1.401 acres, covered by Transfer Certificate of Title 44733 issued to the State of Hawaii, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii; and

Part 8, Non-Exclusive Water Transmission Easement Over and Across Honokohau Ditch Right-of-Way, situate at Lahaina, Maui, Hawaii, being all of Lot B-2 as shown on Map 3 of Land Court Application 403, containing an area of 0.270 acre covered by Transfer Certificate of Title 44733 issued to the State of Hawaii, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii; and

Part 9, Non-Exclusive Water Transmission Easement Over and Across Honokohau Ditch Right-of-way, situate at Lahaina, Maui, Hawaii, being all of Lot D-2 as shown on Map 3 of Land Court Application 403, containing an area of 0.196 acre covered by Transfer Certificate of Title 44733 issued to the State of Hawaii, filed in the Office of the Assistant Registrar of the Land court of the State of Hawaii; and

Part 10, Non-Exclusive Water Transmission Easement Over and Across Honokohau Ditch Right-of-Way, situate at Lahaina, Maui, Hawaii, being all of Lot B-3 as shown on Map 3 of Land Court Application 403, containing an area of 3.031 acres covered by Transfer Certificate of Title 44733 issued to the State of Hawaii, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii, and

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

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

1. The term of this easement shall be thirty (30) years, commencing on the 2nd day of June, 1984, up to and including the 1st day of June, 2014, unless sooner terminated as hereinafter provided, the Lessor reserving and the Lessee yielding and paying to the Lessor at the Office of the Department of Land and Natural Resources, Honolulu, Oahu, State of Hawaii, an annual rental as provided hereinbelow, payable in advance, without notice or demand, in annual installments on June 2nd of each and every year during the term as follows:

A. For the first ten (10) years, the sum of TWO THOUSAND ELEVEN AND NO/DOLLARS (\$2,011.00) per annum.

B. The annual rental reserved shall be reopened and redetermined as of the day following the expiration of the tenth (10th), and twentieth (20th) years of the term.

C. Determination of rental upon reopening of the annual rental. The rental for any ensuing period shall be the fair market rental at the time of reopening. Except as provided herein, the provisions in Hawaii Revised Statutes, Chapter 658, shall be followed. At least six (6) months prior to the time of reopening, the fair market rental shall be determined by an appraiser whose services shall be contracted for by the Lessor, and the Lessee shall be promptly notified by certified mail, return receipt requested, of the fair market rental as determined by Lessor's appraiser; provided, that should the Lessee fail to notify Lessor in writing within thirty (30) calendar days after receipt thereof that Lessee disagrees with the fair market rental as determined by Lessor's appraiser and that Lessee has appointed its own appraiser to prepare an independent appraisal report, then the fair market rental as determined by Lessor's appraiser shall be deemed to have been accepted by Lessee and shall be the fair market rental as of the date of reopening. If Lessee has notified Lessor and appointed its appraiser as stated hereinabove, Lessee's appraiser shall complete an appraisal and the two appraisers shall then exchange their reports within forty-five (45) calendar days from the date of Lessee's appointment of the appraiser.

The two appraisers shall review each other's reports and make every effort to resolve whatever differences they may

have. However, should differences still exist fourteen (14) calendar days after the exchange, the two appraisers shall within seven (7) calendar days thereafter appoint a third appraiser who shall also prepare an independent appraisal report based on the review of the two appraisal reports prepared and any other data. Copies thereof shall be furnished to the first two appraisers within forty-five (45) calendar days of the appointment. Within twenty (20) calendar days after receiving the third appraisal report, all three shall meet and determine the fair market rental in issue. The fair market rental as determined by a majority of the appraisers shall be final and binding upon both Lessor and Lessee(s), subject to vacation, modification or correction in accordance with the provisions of Sections 658-8 and 658-9, Hawaii Revised Statutes. Each party shall pay for its own appraiser and the cost of the services of the third appraiser shall be borne equally by the Lessor and the Lessee. All appraisal reports shall become part of the public record of the Lessor.

In the event that the appraisers are unable to determine the fair market rental before the reopening date, or by the foregoing prescribed time, whichever is later, the Lessee shall pay the fair market rental as determined by Lessor's new appraised value until the new rent is determined and the rental paid by Lessee shall then be subject to retroactive adjustments as appropriate to reflect the fair market rental determined as set forth hereinabove. However, Lessee or Lessee's appraiser's failure to comply with the procedures set forth above shall constitute a waiver of Lessee's right to contest the new rent, and the Lessee shall pay the rent as determined by Lessor's appraiser without any retroactive adjustments. Alternatively, Lessor may treat such failure as a breach of this lease and terminate the lease.

D. The interest rate on any and all unpaid or delinquent rentals shall be at one percent (1%) per month, plus a service charge of FIFTY AND NO/100 DOLLARS (\$50.00) per month for each month of delinquency.

THE LESSEE COVENANTS AND AGREES WITH THE LESSOR AS FOLLOWS:

1. The Lessee shall at all times with respect to the easement areas use due care for public safety and agrees to indemnify, defend, and hold the Lessor 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 Lessee relating to the Lessee's use, occupancy, maintenance, or enjoyment of the easement areas; 2) any failure on the part of the Lessee to maintain the

easement areas and sidewalks, roadways and parking areas adjacent thereto in the Lessee's use and control, and including any accident, fire or nuisance, growing out of or caused by any failure on the part of the Lessees to maintain the easement areas in a safe condition; and 3) from and against all actions, suits, damages, and claims by whomsoever brought or made by reason of the Lessee's non-observance or non-performance of any of the terms, covenants, and conditions of this lease of non-exclusive easements or the rules, regulations, ordinances, and laws of the federal, state, municipal or county governments.

2. The Lessor reserves unto itself, its successors and assigns, the full use and enjoyment of the easement areas and to grant to others rights and privileges for any and all purposes affecting the easement areas, provided, however, that the rights herein reserved shall not be exercised by the Lessor and similar Lessee in any manner which interferes unreasonably with the herein Lessee in the use of the easement areas for the purposes for which this easement is leased.

3. All improvements placed in or upon the easement areas by the Lessee shall be done without cost or expense to the Lessor and shall remain the property of the Lessee and may be removed or otherwise disposed of by the Lessee at any time; provided, that the removal shall be accomplished with minimum disturbance to the easement areas 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 areas, the Lessee shall remove therefrom all equipment and unused or surplus materials, if any, and shall leave the easement areas in a clean and sanitary condition satisfactory to the Lessor.

5. This easement or any rights leased herein shall not be sold, assigned, conveyed, leased, mortgaged, or otherwise transferred or disposed of, directly or by operation of law, except with the prior written consent of the Lessor.

6. The Lessee shall keep the easement areas 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 areas.

7. The Lessee covenants, for itself, its successors and assigns, that the use and enjoyment of the land herein leased 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 Lessee, in the exercise of the rights leased 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 statutes, rules and regulations, now in force or which may hereinafter be in force.

9. These easement rights shall cease and terminate, and the easement areas shall revert to the Lessor without any action on the part of the Lessor, in the event of non-use or abandonment by the Lessee of the easement areas, or any portion thereof, for a consecutive period of one (1) year.

10. The Lessee shall, at the end of the term or other sooner termination of this easement, peaceably deliver unto the Lessor possession of the premises, together with all improvements existing or constructed thereon or Lessee shall remove such improvements, and shall restore the easement areas to their original state, or as close thereto as possible, within a reasonable time and at the expense of the Lessee at the option of the Lessor. Furthermore, upon the expiration, termination, and/or revocation of this easement, should the Lessee fail to remove any and all of Lessee's personal property from the premises, after notice thereof, the Board may remove any and all of Lessee'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 Lessee and the Lessee 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 Lessee shall procure and maintain, at its own cost and expense, in full force and effect throughout the term of this easement, commercial general liability insurance, in an amount of at least \$300,000.00 for each occurrence and \$500,000.00 aggregate, with an insurance company or companies licensed to do business in the State of Hawaii. The policy or policies of insurance shall name the State of Hawaii as an additional insured. The insurance shall cover the entire easement areas, including all grounds and all roadways or sidewalks on or adjacent to the easement in the use or control of the Lessee.

12. The Lessor reserves the right to withdraw the easement for public use or purposes, at any time during the term of this lease of easement upon the giving of reasonable notice by the Lessor and without compensation.

13. The Lessee shall not mortgage, hypothecate, or pledge the premises, any portion, or any interest in this easement without the prior written approval of the Chairperson 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 Lessee shall fail to pay the rent, or any part, at the times and in the manner provided within thirty (30) calendar days after delivery by the Lessor of a written notice of breach or default, or if the Lessee shall become bankrupt, or 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 Lessee's property for the benefit of creditors, or if Lessee 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 Lessor of a written notice of breach or default, by personal service, registered mail or certified mail to the Lessee at its last known address and to each mortgagee or holder of record having a security interest in the premises, the Lessor 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 arrears of rent or for any preceding or other breach of contract; and in the event of termination, at the option of Lessor, all improvements shall remain and become the property of the Lessor or shall be removed by Lessee; furthermore, the Lessor shall retain all rent paid in advance to be applied to any damages.

15. In the event the Lessor 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 of rent payment within thirty (30) calendar days or any other default or breach within sixty (60) calendar days, from the date of receipt of the Lessor's notice, or within an additional period allowed by Lessor 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 Lessor 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 Lessor 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 arrears of rent or for any preceding or other breach or default and use its best efforts to dispose 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 Lessor 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 disposition shall be applied, first, to reimburse the Lessor for costs and expenses in connection with the disposition; second, to discharge in full any unpaid purchase price or other indebtedness owing the Lessor in connection with the privilege, interest, or estate terminated; third, to the mortgagee to the extent of the value received by the State upon disposition which exceeds the fair market lease 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 Lessor shall, without any fault on its part, be made a party to any litigation commenced by or against the Lessee as a result of this lease of non-exclusive easements (other than condemnation proceedings), the Lessee shall pay all costs, including reasonable attorney's fees and expenses incurred by or imposed on the Lessor; furthermore, the Lessee shall pay all costs, including reasonable attorney's fees and expenses, which may be incurred by or paid by the Lessor in enforcing the covenants and conditions of this lease of non-exclusive easements, or in the collection of delinquent rental, fees, taxes, and any and all other applicable charges attributed to said easement areas.

17. The Lessee shall not cause or permit the escape, disposal or release of any hazardous materials except as permitted by law. Lessee 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 areas any such materials except to use in the ordinary course of Lessee's business, and then only after written notice is given to Lessor of the identity of such materials and upon Lessor's consent which consent may be withheld at Lessor'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 Lessee, then the Lessee shall be responsible for the reasonable costs thereof. In addition, Lessee shall execute affidavits, representations and the like from time to time at Lessor's request concerning Lessee's best knowledge and belief regarding the presence of hazardous materials on the easement areas placed or released by Lessee.

The Lessee agrees to indemnify, defend, and hold Lessor harmless, from any damages and claims resulting from the release of hazardous materials on the easement areas occurring while Lessee is in possession, or elsewhere if caused by Lessee or persons acting under Lessee. 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 by-law, whether existing as of the date hereof, previously enforced, or subsequently enacted.

18. It is understood that the Lessee has inspected the easement areas and know the conditions thereof and fully assumes all risks incident to their use.

19. The Lessee shall, at its own cost and expense, within thirty (30) calendar days after the date of receipt of this easement document, procure and deposit with the Lessor and thereafter keep in full force and effect during the term of this easement a good and sufficient surety bond, conditioned upon the full and faithful observance and performance by Lessee of all the terms, conditions, and covenants of this easement, in an amount equal to two times the annual rental then payable. This bond shall provide that in case of a breach or default of any of the easement terms, covenants, conditions, and agreements, the full amount of the bond shall be paid to the Lessor as liquidated and ascertained damages and not as a penalty.

20. The Lessee shall comply with all applicable federal and state environmental impact regulations.

21. The Lessee shall maintain and employ debris, pollution and contamination control measures, safeguards and techniques to prevent debris, pollution or contamination to the

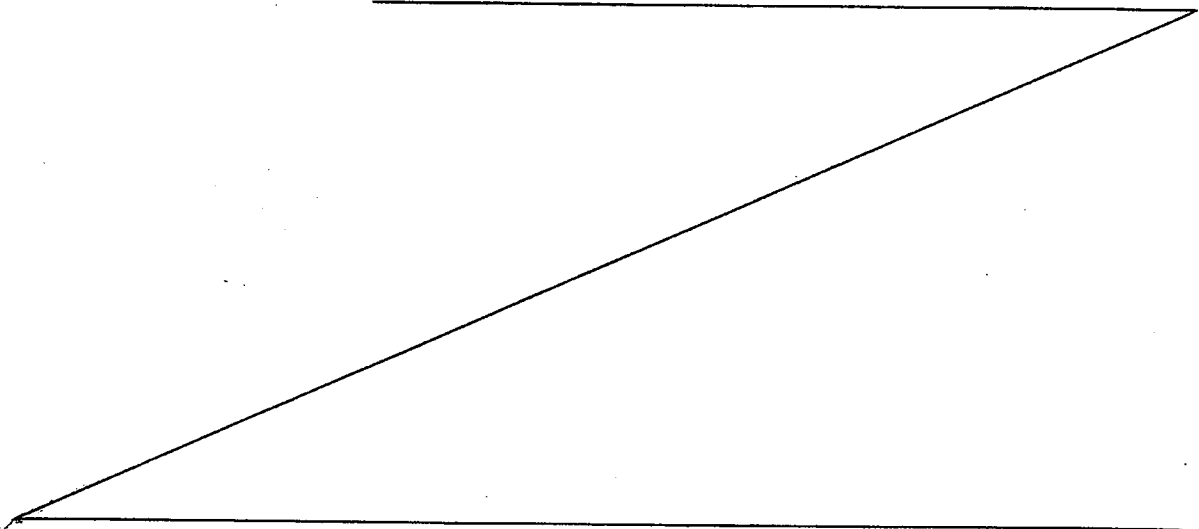
ocean waters, streams or waterways resulting from the Lessee's, its invitees or its agent's use, maintenance, repair and operation of the easement areas, and shall take immediate corrective action in the event of such pollution or contamination to immediately remove the cause of such pollution or contamination, and shall immediately clean the easement areas and its surrounding waters of such pollutant or contaminant and restore to the Lessor's satisfaction the areas affected by such pollution or contamination, all at the Lessee's own cost and expense.

22. The Grantee acknowledges and agrees that the subject easements covers only a right-of-way for the Honokohau Ditch and Honokowai Tunnel which runs over and across portions of government land and does not in any way grant any right or interest in any government-owned waters nor does it grant any right to take any government-owned waters.

23. The Lessee with the Lessor's approval may take and use from the easement areas, reasonable amounts of earth, rock and other materials as may be there available and necessary for the maintenance and operation of the water transmission system.

24. The Lessor reserves unto itself and Lahainaluna School, the right to enter or cross any portion of the Honokohau Ditch right-of-way running through the school for all purposes in connection with the school's operations and activities.

25. This lease of easement shall be subject to the concurrence of the Department of Education and the Governor as to the areas set aside under Executive Order No. 251 for Lahainaluna School.



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
June 22, 1984.

By Robert S. Coleman
Chairperson and Member
of Board of Land and
Natural Resources

LESSOR

PIONEER MILL COMPANY, LIMITED,
a Hawaii corporation

Approved as to form:

By CLWH
OK

By [Signature]
Its VICE PRESIDENT

LESSEE

APPROVED AS TO FORM:

[Signature]
Deputy Attorney General

Dated: 7/7/85

15078



STATE OF HAWAII

SURVEY DIVISION

DEPT. OF ACCOUNTING AND GENERAL SERVICES

HONOLULU

August 6, 1984

C.S.F. No. 20,015

NON-EXCLUSIVE WATER TRANSMISSION EASEMENT
OVER AND ACROSS HONOKOWAI DITCH RIGHT-OF-WAY

PART 1

Honokowai, Lahaina (Kaanapali), Maui, Hawaii

Being a portion of the Government (Crown) Land of Honokowai.

Beginning at the southwest corner of this easement and at the southeast corner of Grant S-15081, Parcel G to Pioneer Mill Company, Limited, the coordinates of said point of beginning referred to Government Survey Triangulation Station "MANINI (Puu Koli)" being 2005.37 feet North and 2952.73 feet West, thence running by azimuths measured clockwise from True South:-

- | | |
|-------------|--|
| 1. 129° 10' | 48.17 feet along Grant S-15081, Parcel G
to Pioneer Mill Company, Limited; |
| 2. 164° 09' | 81.17 feet along Grant S-15081, Parcel G
to Pioneer Mill Company, Limited; |
| 3. 193° 10' | 152.88 feet along Grant S-15081, Parcel G
to Pioneer Mill Company, Limited; |
| 4. 209° 39' | 73.21 feet along Grant S-15081, Parcel G
to Pioneer Mill Company, Limited; |
| 5. 230° 08' | 118.95 feet along Grant S-15081, Parcel G
to Pioneer Mill Company, Limited; |
| 6. 255° 43' | 149.51 feet along Grant S-15081, Parcel G
to Pioneer Mill Company, Limited; |
| 7. 152° 32' | 54.89 feet along Grant S-15081, Parcel G
to Pioneer Mill Company, Limited; |
| 8. 301° 15' | 67.51 feet along R.P. 7661, L.C.Aw. 76,
Ap. 3 to William Shaw; |
| 9. 192° 00' | 7.78 feet along R.P. 7661, L.C.Aw. 76,
Ap. 3 to William Shaw; |

August 6, 1984

- | | |
|--------------|--|
| 10. 332° 32' | 53.65 feet along the remainder of the Government (Crown) Land of Honokowai; |
| 11. 75° 43' | 190.89 feet along the remainder of the Government (Crown) Land of Honokowai; |
| 12. 50° 08' | 102.65 feet along the remainder of the Government (Crown) Land of Honokowai; |
| 13. 29° 39' | 60.19 feet along the remainder of the Government (Crown) Land of Honokowai; |
| 14. 13° 10' | 136.73 feet along the remainder of the Government (Crown) Land of Honokowai; |
| 15. 344° 09' | 58.22 feet along the remainder of the Government (Crown) Land of Honokowai; |
| 16. 309° 10' | 86.87 feet along the remainder of the Government (Crown) Land of Honokowai; |
| 17. 326° 05' | 45.72 feet along the remainder of the Government (Crown) Land of Honokowai; |
| 18. 113° 29' | 98.71 feet along R.P. 2567, L.C.Aw. 7715, Part 1 to L. Kamahameha to the point of beginning and containing an AREA OF 0.650 ACRES. |

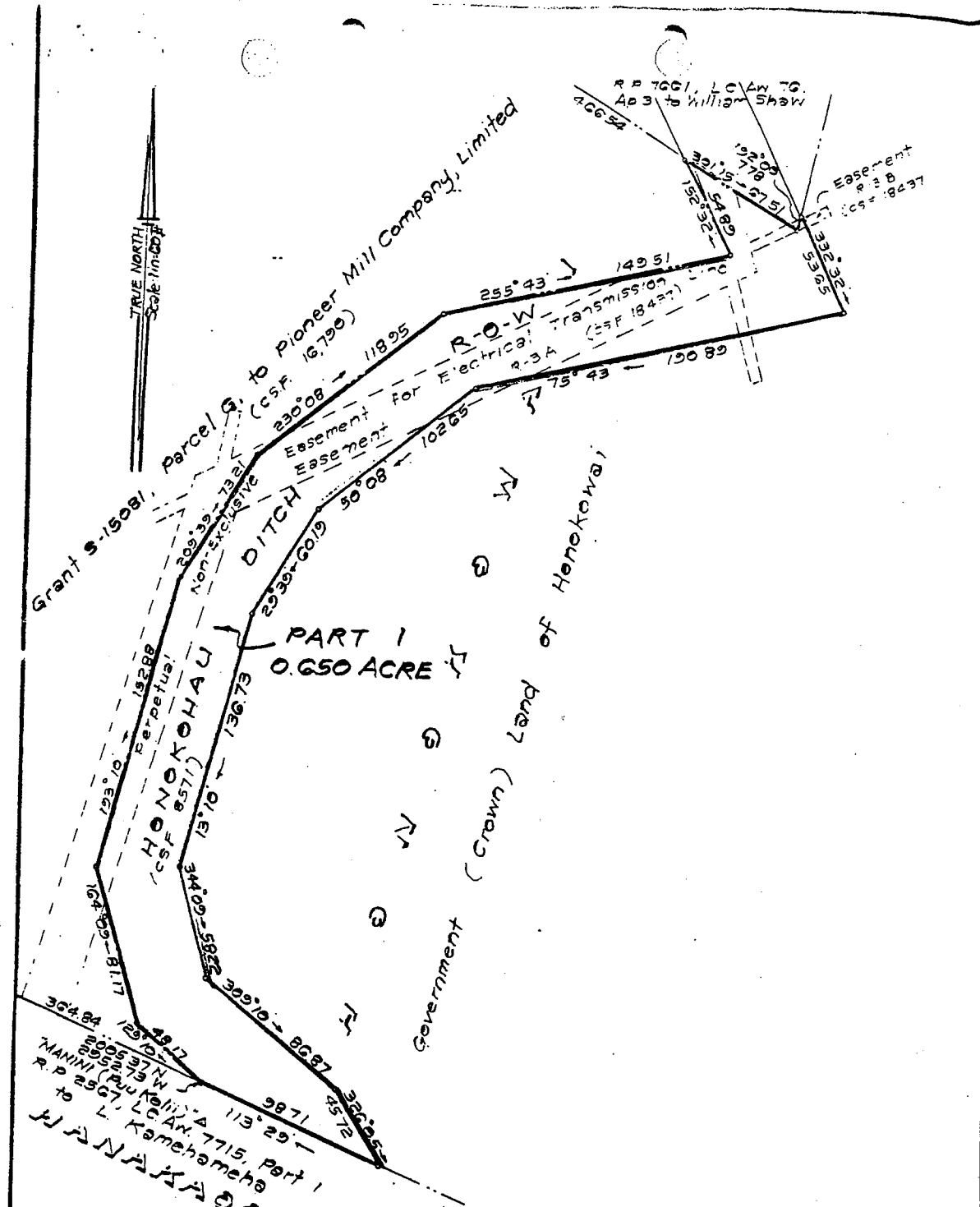
SURVEY DIVISION
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
STATE OF HAWAII

By: 

Stanley T. Hasegawa
Land Surveyor

pt

Compiled from CSF 8571, 16,790,
18,437 and other Govt. Survey
Records.



**NON-EXCLUSIVE WATER TRANSMISSION EASEMENT
OVER AND ACROSS HONOKOHAU DITCH RIGHT-OF-WAY
PART 1**

Honokowai, Lahaina (Kaanapali), Maui, Hawaii

Scale: 1 inch = 60 feet

REDUCED
NOT TO SCALE

JOB Ma-232 (84)
C. BK Hasegawa & Pgs 60

TAX MAP 4-4-02:13

SURVEY DIVISION
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
STATE OF HAWAII

EXHIBIT "B"

5TH Aug 6, 1984

C. S. F. No. 200/15



STATE OF HAWAII

SURVEY DIVISION

DEPT. OF ACCOUNTING AND GENERAL SERVICES
HONOLULU

C.S.F. No. 20.016

August 6, 1984

NON-EXCLUSIVE WATER TRANSMISSION EASEMENT
OVER AND ACROSS HONOKOHAU DITCH RIGHT-OF-WAY

PART 2

Honokowai, Lahaina (Kaanapali), Maui, Hawaii

Being a portion of the Government (Crown) Land of Honokowai.

Beginning at the southwest corner of this easement and on the north boundary of R.P. 7661, L.C.Award 76, Apana 3 to William Shaw, the coordinates of said point of beginning referred to Government Survey Triangulation Station "MANINI (Puu Koli)" being 3150.65 feet North and 2618.58 feet West, thence running by azimuths measured clockwise from True South:-

- | | |
|-------------|--|
| 1. 189° 22' | 491.24 feet along the remainder of the Government (Crown) Land of Honokowai; |
| 2. 185° 00' | 136.59 feet along the remainder of the Government (Crown) Land of Honokowai; |
| 3. 178° 25' | 195.54 feet along the remainder of the Government (Crown) Land of Honokowai and along Grant 9269, Part 1 to Pioneer Mill Company, Limited; |
| 4. 178° 20' | 716.00 feet along the remainder of the Government (Crown) Land of Honokowai; |
| 5. 178° 25' | 55.00 feet along Grant 9269, Part 1 to Pioneer Mill Company, Limited; |
| 6. 110° 17' | 7.94 feet along Grant 9269, Part 1 to Pioneer Mill Company, Limited; |
| 7. 192° 27' | 140.93 feet along the remainder of the Government (Crown) Land of Honokowai; |
| 8. 274° 15' | 40.41 feet along R.P. 7962, L.C.Aw. 6476 to Keliikuli; |

August 6, 1984

- | | | |
|-----|----------|--|
| 9. | 12° 27' | 132.00 feet along the remainder of the Government (Crown) Land of Honokowai; |
| 10. | 290° 17' | 5.39 feet along the remainder of the Government (Crown) Land of Honokowai; |
| 11. | 358° 25' | 60.51 feet along the remainder of the Government (Crown) Land of Honokowai; |
| 12. | 358° 20' | 716.00 feet along the remainder of the Government (Crown) Land of Honokowai; |
| 13. | 358° 25' | 197.86 feet along the remainder of the Government (Crown) Land of Honokowai; |
| 14. | 5° 00' | 140.41 feet along the remainder of the Government (Crown) Land of Honokowai; |
| 15. | 9° 22' | 493.15 feet along the remainder of the Government (Crown) Land of Honokowai; |
| 16. | 99° 56' | 40.00 feet along R.P. 7661, L.C.Aw. 76, Ap. 3 to William Shaw to the point of beginning and containing an AREA OF 1.599 ACRES. |

SURVEY DIVISION
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
STATE OF HAWAII

By: 

Stanley T. Hasegawa
Land Surveyor

pt

Compiled from CSF 8571, 4678,
18,438, 18,276, 19,694 and
Govt. Survey Records.



STATE OF HAWAII

SURVEY DIVISION

DEPT. OF ACCOUNTING AND GENERAL SERVICES

HONOLULU

C.S.F. No. 20,017

August 6, 1984

NON-EXCLUSIVE WATER TRANSMISSION EASEMENT
OVER AND ACROSS HONOKOWAI DITCH RIGHT-OF-WAY

PART 3

Honokowai, Lahaina (Kaanapali), Maui, Hawaii

Being a portion of the Government (Crown) Land of Honokowai.

Beginning at the northwest corner of this easement and on the south boundary of Grant 9269, Part 2 to Pioneer Mill Company, Limited, the coordinates of said point of beginning referred to Government Survey Triangulation Station "MANINI (Puu Koli)" being 5287.01 feet North and 2441.77 feet West, thence running by azimuths measured clockwise from True South:-

1. 289° 27' 26.13 feet along Grant 9269, Part 2 to Pioneer Mill Company, Limited;
2. 277° 08' 30" 40.02 feet along the remainder of the Government (Crown) Land of Honokowai;
3. 5° 16' 46.03 feet along Grant 13332 to Pioneer Mill Company, Limited;
4. 109° 27' 31.78 feet along Grant 13332 to Pioneer Mill Company, Limited;
5. 12° 27' 232.24 feet along Grant 13332 to Pioneer Mill Company, Limited the remainder of R.P. 6187, L.C.Aw. 3766, Ap. 1 to Akaku and again along Grant 13332 to Pioneer Mill Company, Limited to the north side of Honokowai Stream;
6. Thence along the north side of Honokowai Stream, along L.C.Aw. 76, Ap. 5 to William Shaw, the direct azimuth and distance being:
88° 00' 41.31 feet;

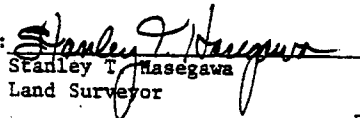
August 6, 1984

7. 192° 27'

283.82 feet along Grant 13,332 to Pioneer Mill Company, Limited to the point of beginning and containing a GROSS AREA OF 0.28 ACRE and a NET AREA OF 0.24 ACRE after excluding a portion of R.P. 6187, L.C.Aw. 3766, Ap. 1 to Akaku containing an AREA of 0.04 ACRE.

SURVEY DIVISION
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
STATE OF HAWAII

By:


Stanley T. Masegawa
Land Surveyor

pt

Compiled from CSF 4677,
8571, 12,457 and other
Govt. Survey Records.



STATE OF HAWAII

SURVEY DIVISION

DEPT. OF ACCOUNTING AND GENERAL SERVICES

HONOLULU

C.S.F. No. 20,018

August 6, 1984

NON-EXCLUSIVE WATER TRANSMISSION EASEMENT
OVER AND ACROSS HONOKOWAI DITCH RIGHT-OF-WAY

PART 4

Honokowai, Lahaina (Kaanapali), Maui, Hawaii

Being a portion of the Government (Crown) Land of Honokowai.

Beginning at the southwest corner of this easement and at the southeast corner of Grant 9269, Part 2 to Pioneer Mill Company, Limited, the coordinates of said point of beginning referred to Government Survey Triangulation Station "MANINI (Puu Koli)" being 5278.31 feet North and 2417.13 feet West, thence running by azimuths measured clockwise from True South:-

- | | |
|-------------|--|
| 1. 185° 16' | 261.50 feet along Grant 9269, Part 2 to Pioneer Mill Company, Limited; |
| 2. 150° 50' | 315.25 feet along Grant 9269, Part 2 to Pioneer Mill Company, Limited; |
| 3. 170° 19' | 187.65 feet along Grant 9269, Part 2 to Pioneer Mill Company, Limited; |
| 4. 251° 50' | 359.60 feet along Grant 9269, Part 2 to Pioneer Mill Company, Limited; |
| 5. 143° 34' | 265.85 feet along Grant 9269, Part 2 to Pioneer Mill Company, Limited; |
| 6. 163° 31' | 407.82 feet along Grant 9269, Part 2 to Pioneer Mill Company, Limited and the remainder of the Government (Crown) Land of Honokowai; |
| 7. 202° 06' | 592.88 feet along the remainder of the Government (Crown) Land of Honokowai; |
| 8. 224° 04' | 141.33 feet along the remainder of the Government (Crown) Land of Honokowai; |

August 6, 1984

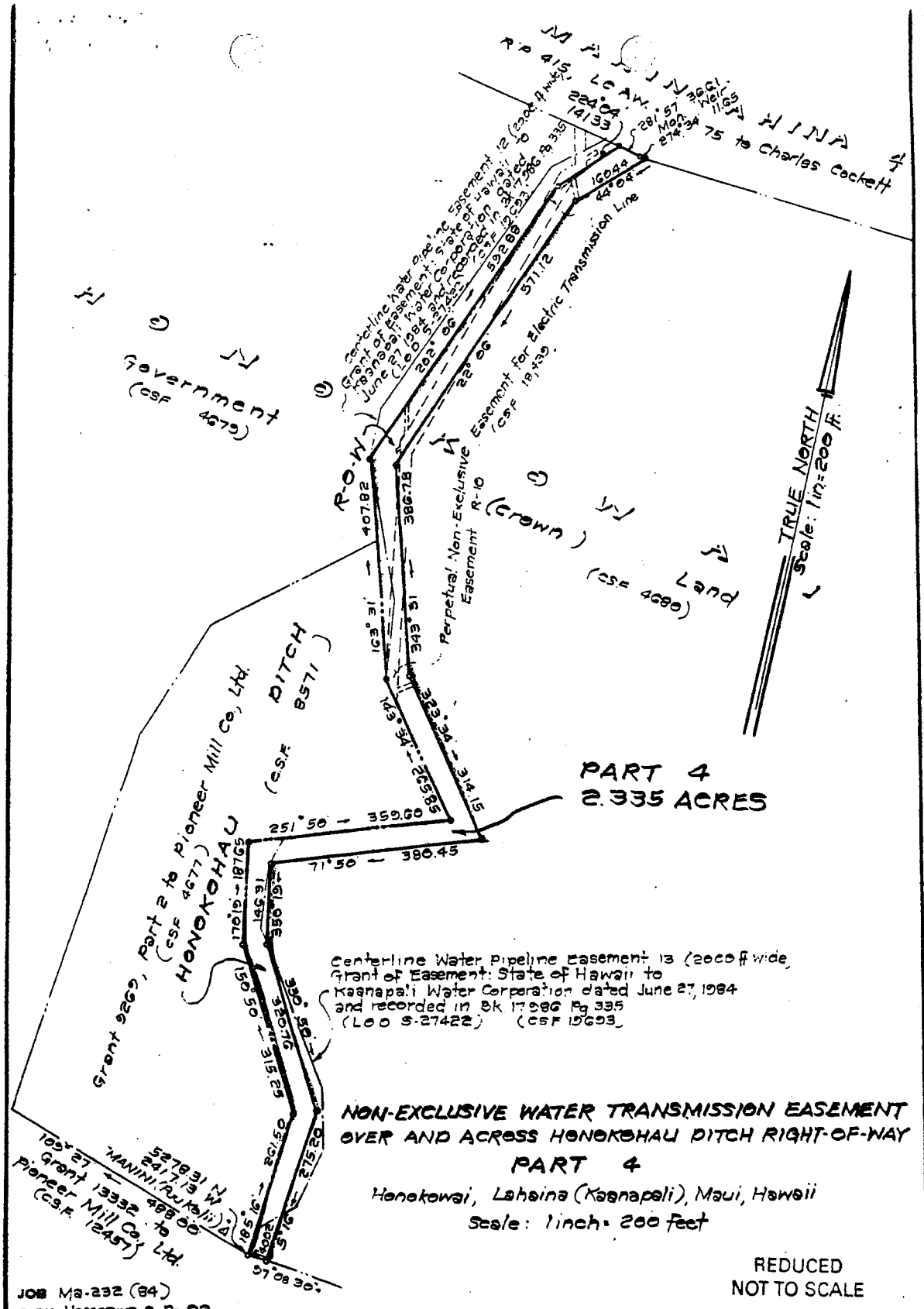
- | | |
|-----------------|--|
| 9. 281° 57' | 36.61 feet along R.P. 415, L.C.Aw. 75 to Charles Cockett to Monument "Weir"; |
| 10. 274° 34' | 11.65 feet along R.P. 415, L.C.Aw. 75 to Charles Cockett; |
| 11. 44° 04' | 160.44 feet along the remainder of the Government (Crown) Land of Honokowai; |
| 12. 22° 06' | 571.12 feet along the remainder of the Government (Crown) Land of Honokowai; |
| 13. 343° 31' | 386.78 feet along the remainder of the Government (Crown) Land of Honokowai; |
| 14. 323° 34' | 314.15 feet along the remainder of the Government (Crown) Land of Honokowai; |
| 15. 71° 50' | 380.45 feet along the remainder of the Government (Crown) Land of Honokowai; |
| 16. 350° 19' | 146.31 feet along the remainder of the Government (Crown) Land of Honokowai; |
| 17. 330° 50' | 320.76 feet along the remainder of the Government (Crown) Land of Honokowai; |
| 18. 5° 16' | 275.20 feet along the remainder of the Government (Crown) Land of Honokowai; |
| 19. 97° 08' 30" | 40.02 feet along Grant 13332 to Pioneer Mill Company, Limited to the point of beginning and containing an AREA OF 2.335 ACRES. |

SURVEY DIVISION
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
STATE OF HAWAII

By: Stanley T. Hasegawa
Stanley T. Hasegawa
Land Surveyor

pt

Compiled from CSF 4677,
4679, 4680, 8571, 18,439,
19,693 and other Govt.
Survey Records.



**NON-EXCLUSIVE WATER TRANSMISSION EASEMENT
OVER AND ACROSS HONOKOHAU DITCH RIGHT-OF-WAY
PART 4**

Honokowai, Lahaina (Kaanapali), Maui, Hawaii
Scale: 1 inch = 200 feet

REDUCED
NOT TO SCALE

JOB Ma-232 (84)
C. BK Hasegawa & Pg. 62



STATE OF HAWAII

SURVEY DIVISION

DEPT. OF ACCOUNTING AND GENERAL SERVICES
HONOLULU

C.S.F. No. 20,019

August 6, 1984

NON-EXCLUSIVE WATER TRANSMISSION EASEMENT
Extending from the Amalu Stream Intake to Honokowai Stream

PART 5

Honokowai, Lahaina (Kaanapali), Maui, Hawaii

Being a portion of the Government (Crown) Land of Honokowai.

Being an easement forty (40.00) feet wide for Water
Transmission purposes located within the West Maui Forest Reserve,
Governor's Proclamation dated April 12, 1908 as shown approximately
on plan attached hereto and made a part hereof, having a tunnel length
of 1050 feet and an AREA OF 0.964 ACRE.

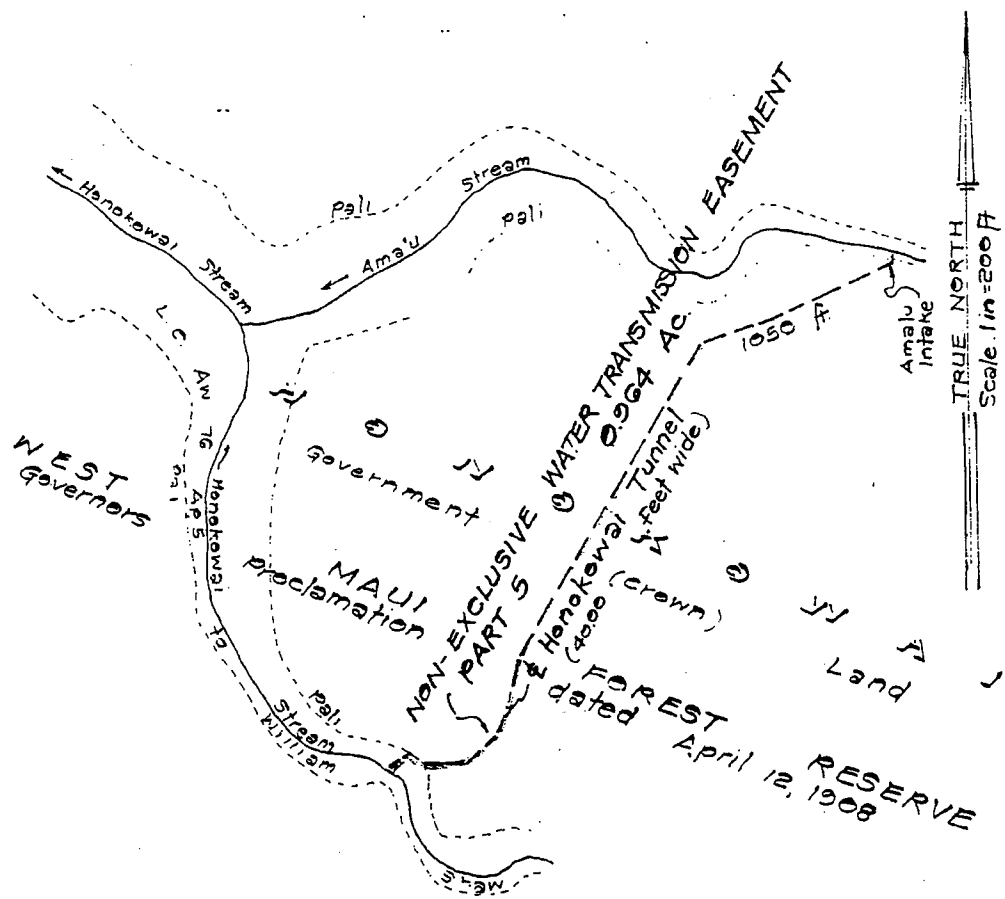
SURVEY DIVISION
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
STATE OF HAWAII

By: Stanley T. Hasegawa
Stanley T. Hasegawa
Land Surveyor

pt

Compiled from CSF 9229
and other Govt. Survey
Records.

EXHIBIT I



NON-EXCLUSIVE WATER TRANSMISSION EASEMENT
 Extending from the Amalu Stream Intake to Honokowai Stream
PART 5

Honokowai, Lahaina (Kaanapali), Maui, Hawaii
 Scale: 1 inch = 200 feet

REDUCED
 NOT TO SCALE

JOB Ma-232(84)
 C. BK Hasegawa 2

TAX MAP 4-4-07:10

SURVEY DIVISION
 DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
 STATE OF HAWAII

EXHIBIT J 2

C. S. F. No. 20,019

STH. Aug 6, 1984



STATE OF HAWAII

SURVEY DIVISION

DEPT. OF ACCOUNTING AND GENERAL SERVICES
HONOLULU

C.S.F. No. 20,020 ..

August 6, 1984

NON-EXCLUSIVE WATER TRANSMISSION EASEMENT
OVER AND ACROSS HONOKOHAU DITCH RIGHT-OF-WAY

PART 6

Wahikuli, Lahaina, Maui, Hawaii

Being a portion of the Government (Crown) Land of Wahikuli.

Being a strip of land forty (40.00) feet wide, extending
twenty (20.00) feet on each side of the following described
centerline.

Beginning at the north end of this centerline and on the
boundary between the lands of Wahikuli and Hanakao, the coordinates of
said point of beginning referred to Government Survey Triangulation
Station "LAINA" being 9667.3 feet North and 1879.4 feet East, thence
running by azimuths measured clockwise from True South:-

1.	6° 03'	166.0 feet;
2.	352° 55'	162.2 feet;
3.	345° 27'	131.2 feet;
4.	00° 30'	112.0 feet;
5.	32° 13'	172.6 feet;
6.	16° 10'	143.7 feet;
7.	355° 20'	86.3 feet;
8.	4° 12'	451.2 feet;
9.	32° 14'	108.8 feet;
10.	349° 36'	149.5 feet;
11.	318° 52'	94.3 feet;
12.	277° 34'	204.8 feet;
13.	43° 06'	128.7 feet;
14.	7° 30'	91.8 feet;
15.	60° 32'	132.0 feet;

August 6, 1984

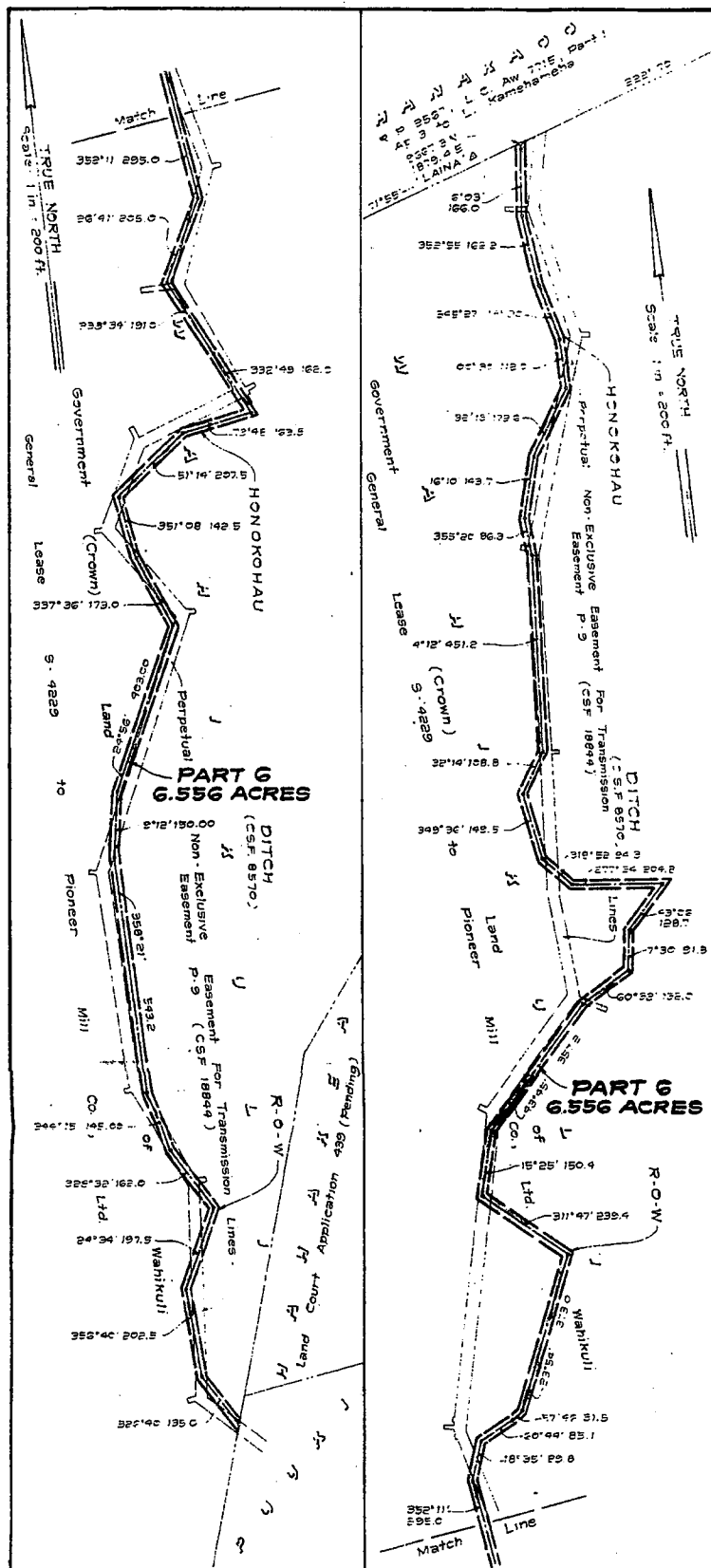
16.	43° 45'	357.2 feet;
17.	15° 25'	150.4 feet;
18.	311° 47'	239.4 feet;
19.	23° 54'	373.0 feet;
20.	57° 46'	31.5 feet;
21.	60° 44'	85.1 feet;
22.	18° 35'	89.8 feet;
23.	352° 11'	295.0 feet;
24.	26° 41'	205.0 feet;
25.	333° 34'	191.0 feet;
26.	332° 49'	162.0 feet;
27.	79° 48'	163.5 feet;
28.	51° 14'	207.5 feet;
29.	351° 08'	142.5 feet;
30.	337° 36'	173.0 feet;
31.	24° 56'	403.0 feet;
32.	9° 12'	150.0 feet;
33.	358° 21'	543.2 feet;
34.	344° 15'	145.0 feet;
35.	328° 32'	162.0 feet;
36.	24° 34'	197.5 feet;
37.	356° 40'	202.5 feet;
38.	326° 40'	135.0 feet to the boundary between the lands of Waikeolu and Puukia and contain- ing an AREA OF 6.556 ACRES.

SURVEY DIVISION
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
STATE OF HAWAII

By: Stanley T. Hasegawa
Stanley T. Hasegawa
Land Surveyor

Compiled from CSF 8570
and other Govt. Survey
Records.

pt



**NON-EXCLUSIVE WATER TRANSMISSION EASEMENT
OVER AND ACROSS HONOKOHAU DITCH RIGHT-OF-WAY
PART 6**

Wahikuli, Lahaina, Maui, Hawaii
Scale: 1 inch = 200 feet

JOB No. 232 (24)
C.B.K. H2500PWA 2

TAX MAP 4-5-21:5
C.S.F. No. 20 C2C

SURVEY DIVISION
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
STATE OF HAWAII

P.S.S. Aug. 2, 1964

EXHIBIT 3

GEORGE R. ARIYOSHI
GOVERNOR OF HAWAII



STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
DIVISION OF LAND MANAGEMENT
P. O. BOX 621
HONOLULU, HAWAII 96809

DIVISIONS:
CONVEYANCES
FISH AND GAME
FORESTRY
LAND MANAGEMENT
STATE PARKS
WATER AND LAND DEVELOPMENT

June 22, 1984

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

Gentlemen:

*amended: beginning
30 yr. term - June 2
individual
appraisal*

MAUI

DIRECT SALE OF EASEMENT AT HONOKOWAI,
KAANAPALI, WAHIKULI AND LAHAINALUNA,
LAHAINA, MAUI, HAWAII

STATUTE: Chapter 171, Hawaii Revised Statutes

APPLICANT: PIONEER MILL COMPANY, LIMITED

FOR: Forty (40)-ft.-wide non-exclusive easement for water transmission purposes over and across portion of Government lands of Honokowai, Kaaanapali, Wahikuli and Lahainaluna situate at Lahaina, Maui, Hawaii, Tax Map Keys 4-4-02:12, 13 and 14; 4-4-05:35; 4-4-07:9 and 10; 4-5-21:05 and 4-6-18:11, as shown outlined in red on the maps labeled Land Board Exhibits "A," "B," "C," "D" and "E," respectively, appended to the basic file; portions also designated as Lots A-2, B-2, D-2 and B-3 of Land Court Application 403, Map 4.

STATUS OF
LAND TITLE: Subsection 5(b) Admission Act

STATUS: Formerly encumbered under General Lease No. S-3835 to Pioneer Mill Company, Limited for the transmission of domestic and irrigation water only.

This twenty (20)-year lease expired on June 1, 1984.

Portions (TMK 4-6-18:por. 11) also encumbered under E.O. No. 251 to Board of Public Instruction (now Department of Education) for Lahainaluna School.

ZONING: State Land Use Commission: Agriculture District
County of Maui: Agriculture

~~ITEM F-7~~ EXHIBIT "3"

AREA:

Tax Map Key 4-4-02:12	1.670 acres
Tax Map Key 4-4-02:13	0.550 acre
Tax Map Key 4-4-02:14	2.410 acres
Tax Map Key 4-4-05:35	0.260 acre
Tax Map Key 4-4-07:09	0.595 acre
Tax Map Key 4-4-07:10	0.960 acre
Tax Map Key 4-5-21:05	6.556 acres
Tax Map Key 4-6-18:11	<u>4.898 acres</u>
TOTAL AREA	17.899 acres

PURPOSE:

Right, privilege and authority to operate and maintain the Honokohau Ditch and Honokowai Tunnel (portions running over and across government land) for the transmission of water for irrigation purposes and for mill use.

METHOD OF
PAYMENT:

Annually in advance.

REOPENING AND
REDETERMINATION
OF ANNUAL
CONSIDERATION:

At the end of the 10th- and 20th-year term of the easement with said annual consideration to be determined by independent appraisal.

REMARKS:

As noted above, the lease covering the subject parcels expired on June 1, 1984 and the applicant has now asked that they be allowed the continued use of these areas on an easement basis.

The lease rent at the time of expiration of the lease amounted to \$2,206.00 per annum.

as of
1984

The subject forty (40)-ft.-wide strips of land are identified as the Honokohau Ditch rights-of-way and the Honokowai Tunnel rights-of-way. They consist of open ditches, flumes and tunnels and comprise part of the water transmission system utilized by Pioneer Mill to transport water for irrigation purposes.

The Honokohau Ditch transmits high-level waters from the East Maui mountains to Pioneer Mill Company's sugar cane fields. Approximately 1,800 acres of cane lands are irrigated from the ditch. According to Pioneer Mill, all the waters transported in the ditch are developed or taken from the lands owned by Maui Land & Pineapple, Inc. The quantity of water delivered to Pioneer Mill at or near the north boundary of the State land of Honokowai averages 20 million gallons per day (mgd).

← This
can't
be
correct

The Honokowai Tunnel is a transmission tunnel and not a water development tunnel. Approximately 5 mgd diverted from two (2) branches of the Honokowai Stream passes through the tunnel to irrigate some 500 acres of the applicant's cane lands.

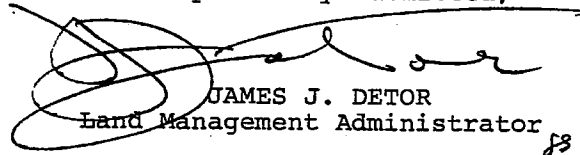
It should be emphasized that this easement does not grant Pioneer Mill any right or interest in any government-owned waters nor does it grant them any right to take any government-owned waters.

RECOMMENDATION: That the Board:

- A. Find that the subject scattered parcels when combined with the applicant's parcels constitute a unit of minimum size relative to its intended use and therefore can be considered as an economic unit.
- B. Approve the direct sale of the subject easement to the applicant under the foregoing terms and conditions which are by reference incorporated herein, in addition to the following terms and conditions:
 1. The Grantee acknowledges and understands that the subject easement covers only a right-of-way for the Honokohau Ditch and Honokowai Tunnel which runs over and across portions of government land and does not in any way grant any right or interest in any government-owned waters nor does it grant any right to take any government-owned waters.
 2. The Grantee may with the approval of the State, take and use from the easement area reasonable amounts of earth, rock and other such materials as may be available and necessary for the maintenance and operation of the water transmission system.
 3. Concurrence of the Department of Education and the Governor relative to the areas set aside by Executive Order No. 251 for Lahainaluna School.
 4. The State reserves to itself and to Lahainaluna School the right to enter or cross any portion of the Honokohau Ditch right-of-way running through the school for all purposes in connection with the school's operations and activities.

5. Authorize a petition to the Land Court for designation of easement for water transmission purposes over Lots A-2, B-2, D-2 and B-3 (Tax Map Key 4-6-18:11) as shown on Map 4 of Land Court Application 403.
6. Standard indemnification and hold-harmless clauses.
7. Standard abandonment clause.
8. Waive relocation clause.
9. Other terms and conditions of the standard grant of easement form.
10. Other terms and conditions as may be prescribed by the Chairperson.

Respectfully submitted,


JAMES J. DETOR
Land Management Administrator

APPROVED FOR SUBMITTAL:



SUSUMU ONO, Chairperson

EXHIBIT 4

EXEMPTION NOTIFICATION

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

Project Title: Grant of Term Easement for Portion of Government-Owned Lands for Access and Utility Purposes

Project / Reference No.: 17MD-059

Project Location: Honokohau, Lahaina, Island of Maui, Tax Map Key(s): (2) 4-4-002:012; (2) 4-4-002:013; (2) 4-4-002:014; (2) 4-4-005:035; (2) 4-5-021:005; (2) 4-6-018:011

Project Description: Grant of Term Easement for state-owned segments of the Honokohau Ditch

Chap. 343 Trigger(s): Use of State Land

Exemption Class No.: In accordance with Hawaii Administrative Rule Section 11-200-8 and the Exemption List for the Department of Land and Natural Resources concurred with by the Environmental Council and dated June 5, 2015, the subject request is exempt from the preparation of an environmental assessment pursuant to Exemption Class No. 1:

Item 23. Repair and maintenance of existing water tanks, water catchment basins, water units, pumps and controls, pipes, channels, dikes, and moats.

Item 46. Creation or termination of easement, covenants, or other rights in structures or land.

Item 47. Leases of state land involving negligible or no expansion or change of use beyond that previously existing.

Inasmuch as the Chapter 343 environmental requirements apply to Applicant's use of the land, the Applicant shall be responsible for compliance with Chapter 343, HRS, as amended.

Consulted Parties: Agencies noted in the BLNR submittal.

Recommendation: It is recommended that the Board find that 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.

EXHIBIT 5



Kaanapali Land Management Corp.

275 Lahainaluna Road • Lahaina, Maui, HI 96761 • t: (808) 661-9652 • f: (808) 667-9658 • www.KaanapaliLand.com

Honoring our roots.
Preserving our spirit.

August 23, 2017

DLNR-Land Division
Kalanimoku Building
1151 Punchbowl Street, Room 220
Honolulu, Hawaii 96813
Attn: Malama Minn

RECEIVED
LAND DIVISION
2017 AUG 29 AM 11:24
DEPT. OF LAND &
NATURAL RESOURCES
STATE OF HAWAII

Re: Kaanapali Land Management Corp.'s Request for State Lands (Direct
Negotiation) Application

Dear Ms. Minn:

This letter is intended to provide additional background information related to our Request for State Lands (Direct Negotiation) Application dated March 15, 2017 (the "**Application**") and to respond to your inquiries in regards thereto.

A. *Renewal of Existing Lease (and Recharacterization as a Grant of Easement)*

The Application pertains to the renewal of that certain Lease of Non-Exclusive Easement S-5262, dated August 5, 1997, which by its terms was effective June 2, 1984 to June 1, 2014 ("**Existing Lease**"). Prior to the expressed termination date of the Existing Lease, Kaanapali Land Management Corp. ("**KLMC**") submitted a similar request to the Department of Land and Natural Resources ("**DLNR**") dated August 12, 2011. **The Existing Lease continues to be extended on an annual basis since its expiration date pending resolution of this issue.** KLMC is seeking a renewal of the Existing Lease as further described in Insert 1 to the Application.

B. *Honolua-Honokohau Ditch System*

The Honolua-Honokohau Ditch is an elaborate system of tunnels, ditches, siphons, flumes and reservoirs built over a century ago. The upstream Honolua section runs underground from the Honokohau Intake located on the north slope of West Maui and surfaces at Mahinahina Weir. The downstream Honokohau section extends from the Honokohau siphon to the recently decommissioned Wahikuli Reservoir, and then continues on the south side of the Kahoma Valley where it can be used to service land owned by Pioneer Mill Company, LLC, an affiliate of KLMC, **including land that is zoned for agricultural use.** While improvements to the current system would be needed to utilize this southern portion beyond Wahikuli, those are not economically feasible without the renewal of the Existing Lease. These two sections comprise a unitary ditch system with the area covered by the Application located downstream of Mahinahina Weir.

The ditch system collects water from lands located mauka of the system and gravity transports the water downstream. The system benefits both public and private interests. The County of Maui draws surface water from the ditch system near Mahinahina Weir and directs the

water to the County's treatment plant which provides drinking water to residents of Lahaina, Napili, Wahikuli, Kahana, and Alaeloa. The ditch system is an open channel. Any water the County does not take, due to its turbidity or otherwise, continues to flow downstream through the ditch and crosses over lands under different ownership, including lands we own.

This flow-through water is used to irrigate agricultural and other lands owned by KLMC and its affiliates, related parties and other users, in certain areas adjacent to and/or between the Honokowai and Kauaula Streams in West Maui. Certain areas of the ditch system also provide storm water runoff protection of the makai residential areas.

Lands owned by KLMC and/or our affiliates that are or may be serviced by the ditch system include the following:

No.	TMK No.	Attachment	Owner of Record According to Maui County Real Property Tax Website
1	TMK (2) 4-4-015-034	Attachment 1	Kaanapali Land Management Corp.
2	TMK (2) 4-4-015-039	Attachment 1	Kaanapali Land Management Corp.
3	TMK (2) 4-4-015-040	Attachment 1	Kaanapali Land Management Corp.
4	TMK (2) 4-4-015-041	Attachment 1	Kaanapali Land Management Corp.
5	TMK (2) 4-4-015-042	Attachment 1	Kaanapali Land Management Corp.
6	TMK (2) 4-4-015-043	Attachment 1	Kaanapali Land Management Corp.
7	TMK (2) 4-4-015-044	Attachment 1	Kaanapali Land Management Corp.
8	TMK (2) 4-4-015-045	Attachment 1	Kaanapali Land Management Corp.
9	TMK (2) 4-4-015-054	Attachment 1	Kaanapali Land Management Corp.
10	TMK (2) 4-4-015-055	Attachment 1	Kaanapali Land Management Corp.
11	TMK (2) 4-4-015-056	Attachment 1	Kaanapali Land Management Corp.
12	TMK (2) 4-4-015-057	Attachment 1	Kaanapali Land Management Corp.
13	TMK (2) 4-4-015-058	Attachment 1	Kaanapali Land Management Corp.
14	TMK (2) 4-4-015-059, por.	Attachment 1	Kaanapali Land Management Corp.
15	TMK (2) 4-4-015-067, por.	Attachment 1	Kaanapali Land Management Corp.
16	TMK (2) 4-4-015-068, por.	Attachment 1	Kaanapali Land Management Corp.
17	TMK (2) 4-4-015-069, por.	Attachment 1	Kaanapali Land Management Corp.
18	TMK (2) 4-4-015-070	Attachment 1	Kaanapali Land Management Corp.
19	TMK (2) 4-4-002-002	Attachment 2	Kaanapali Land Management Corp.
20	TMK (2) 4-4-006-070	Attachment 3	Kaanapali Land Management Corp.
21	TMK (2) 4-4-006-001	Attachment 3	Kaanapali Land Management Corp.
22	TMK (2) 4-4-006-083	Attachment 3	Kaanapali Land Management Corp.
23	TMK (2) 4-4-006-084	Attachment 3	Kaanapali Land Management Corp.
24	TMK (2) 4-4-006-085	Attachment 3	Kaanapali Land Management Corp.
25	TMK (2) 4-4-006-086	Attachment 3	Kaanapali Land Management Corp.
26	TMK (2) 4-4-006-087	Attachment 3	Kaanapali Land Management Corp.
27	TMK (2) 4-5-009-007 (Pioneer Mill Site)	Attachment 4	Pioneer Mill Company LLC

August 23, 2017

p.3

The foregoing list should not, however, be construed to limit the parcels that may be serviced by the ditch system now or in the future.

The downstream Honokohau section of the ditch is critically important to the integrity of the ditch system as a whole. With continued and proper use and maintenance, the Honokohau section of the ditch provides for a safe and responsible means of handling and directing of (open channel) water, particularly water flowing beyond the point where the County of Maui draws water (for treatment to drinking water quality). Maintaining the existing ditch system will require cooperation and collaboration among a number of parties. The lease extension will allow KLMC to continue to utilize a long-standing ditch system vital to supporting West Maui's agriculture and domestic needs.

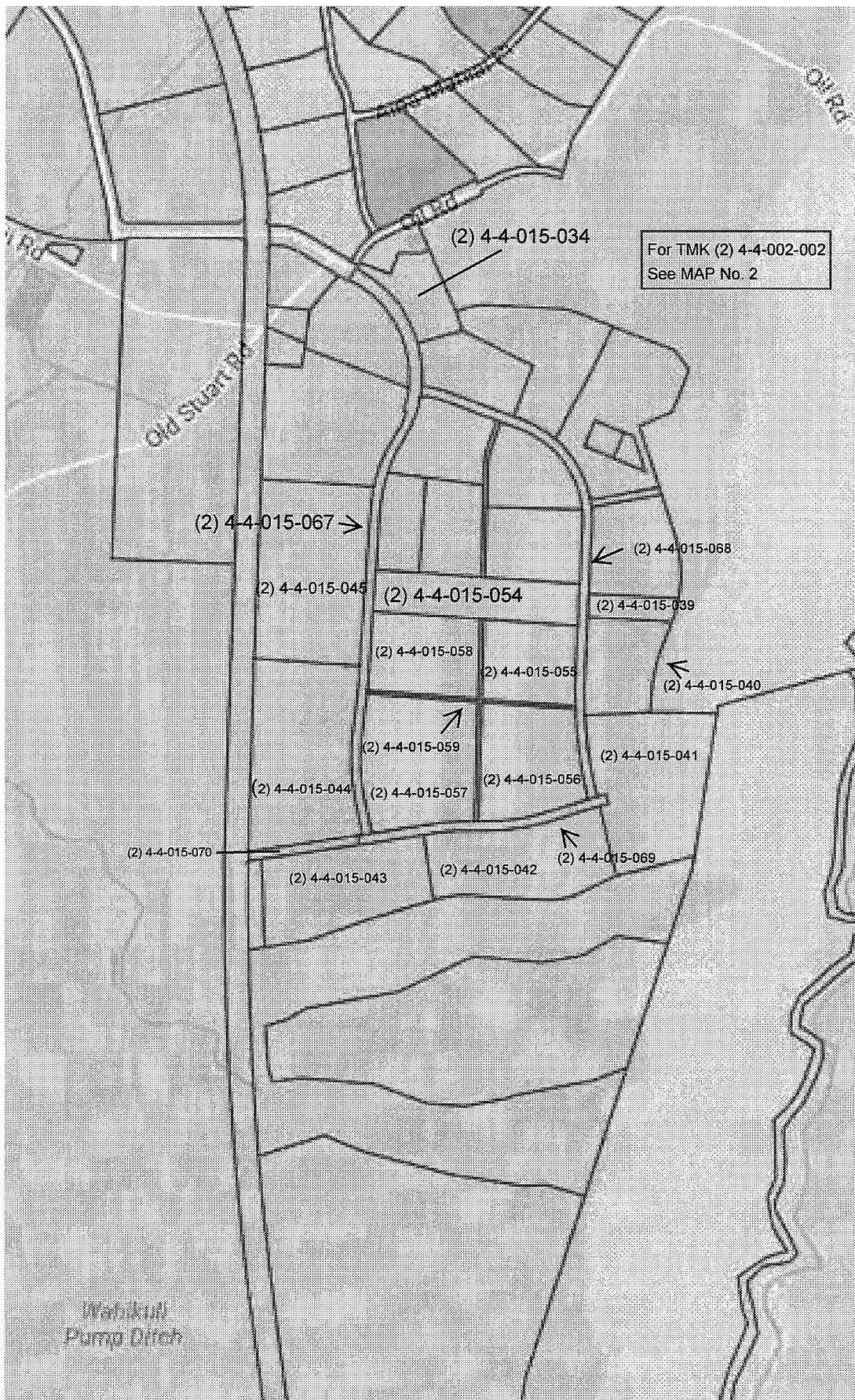
Should you have any additional questions, please do not hesitate to contact me at (808) 661-9652.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Jeffrey F. Rebugio', written in a cursive style.

Jeffrey F. Rebugio
Vice President, Kaanapali Land Management Corp

Enclosures



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Maui County Assessor

Parcel: 440150390000 Acres: 1.86

Name	KAANAPALI LAND MGT CORP	Land Value	\$28,000.00
Site	0 PUUKOLII RD	Building Value	\$0.00
Sale		Misc Value	\$0.00
Mail	275 LAHAINALUNA RD LAHAINA HI 96761	Just Value	\$0.00
		Assessed Value	\$28,000.00
		Exempt Value	\$0.00
		Taxable Value	\$28,000.00



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Maui County Assessor

Parcel: 440150400000 Acres: 6.22

Name	KAANAPALI LAND MGT CORP	Land Value	\$3,100.00
Site	0 PUUKOLII RD	Building Value	\$0.00
Sale		Misc Value	\$0.00
Mail	275 LAHAINALUNA RD LAHAINA HI 96761	Just Value	\$0.00
		Assessed Value	\$3,100.00
		Exempt Value	\$0.00
		Taxable Value	\$3,100.00



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Puukoli Reservoir

- 2015+ Parcel Sales
- 2014 Parcel Sales
- 2013 Parcel Sales
- Lakes/Rivers from US Census Dept, may not match parcels exactly

0 1100 2200 3300 4400 ft

Maui County Assessor

Parcel: 440150410000 Acres: 14.2

Name	KAANAPALI LAND MGT CORP	Land Value	\$7,100.00
Site	0 PUUKOLII RD	Building Value	\$0.00
State		Misc Value	\$0.00
Mail:	275 LAHAINALUNA RD LAHAINA HI 96761	Just Value	\$0.00
		Assessed Value	\$7,100.00
		Exempt Value	\$0.00
		Taxable Value	\$7,100.00



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Puukolii Reservoir

- 2015+ Parcel Sales
- 2014 Parcel Sales
- 2013 Parcel Sales
- Lakes/Rivers from US Census Dept, may not match parcels exactly

0 1100 2200 3300 4400 ft

Maui County Assessor

Parcel: 440150420000 Acres: 10.96

Name	KAANAPALI LAND MGT CORP	Land Value	\$5,500.00
Site	0 PUUKOLII RD	Building Value	\$0.00
Sale		Misc Value	\$0.00
Mail	275 LAHAINALUNA RD LAHAINA HI 96761	Just Value	\$0.00
		Assessed Value	\$5,500.00
		Exempt Value	\$0.00
		Taxable Value	\$5,500.00



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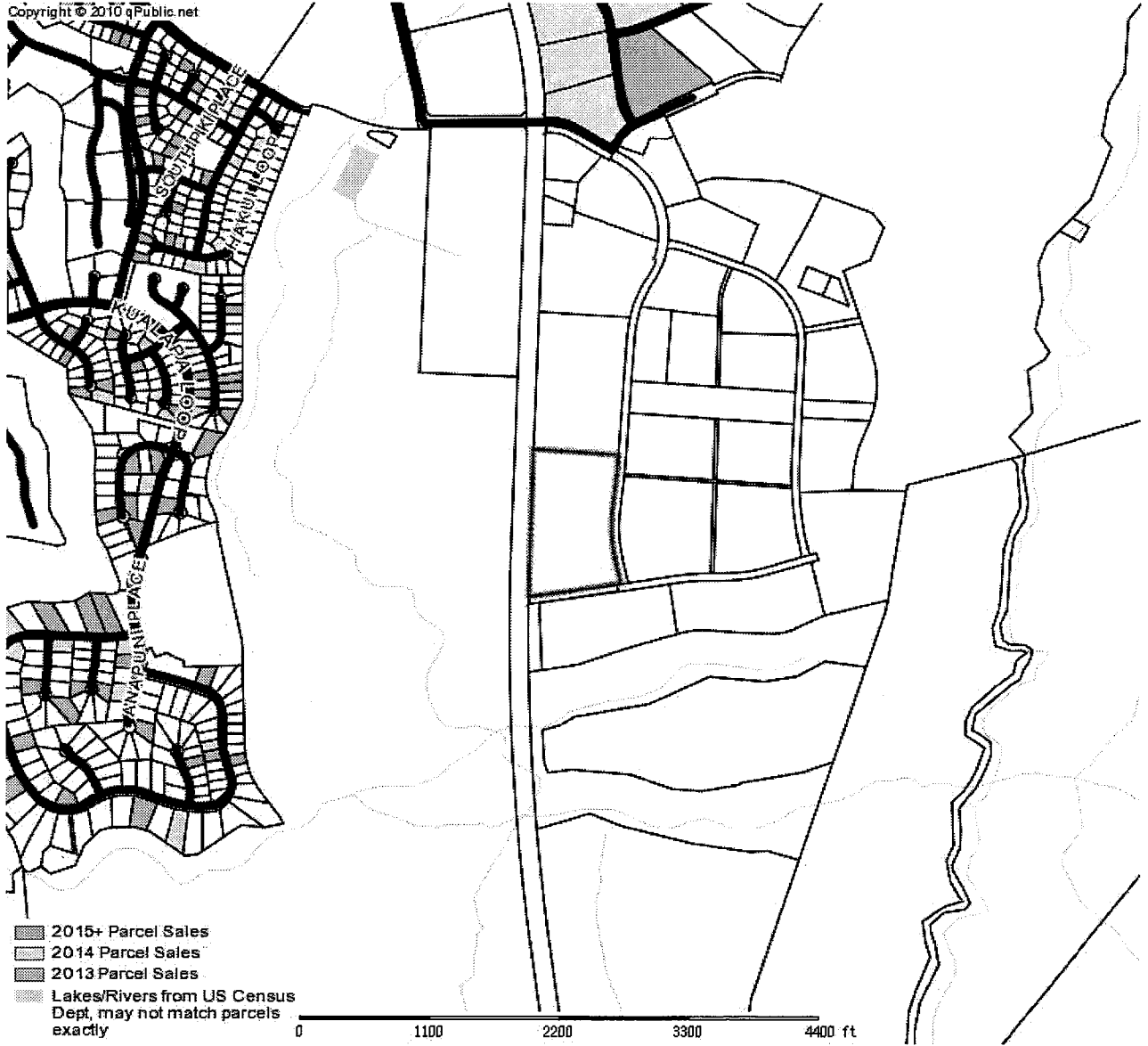
Name	KAANAPALI LAND MGT CORP	Land Value	\$5,800.00
Site	0 PUUKOLII RD	Building Value	\$0.00
State		Misc Value	\$0.00
Mail	275 LAHAINALUNA RD LAHAINA HI 96761	Just Value	\$0.00
		Assessed Value	\$5,800.00
		Exempt Value	\$0.00
		Taxable Value	\$5,800.00



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Maui County Assessor

Parcel: 440150440000 Acres: 18

Name	KAANAPALI LAND MGT CORP	Land Value	\$9,000.00
Site	0 PUUKOLII RD	Building Value	\$0.00
State		Misc Value	\$0.00
Mail	275 LAHAINALUNA RD LAHAINA HI 96761	Just Value	\$0.00
		Assessed Value	\$9,000.00
		Exempt Value	\$0.00
		Taxable Value	\$9,000.00



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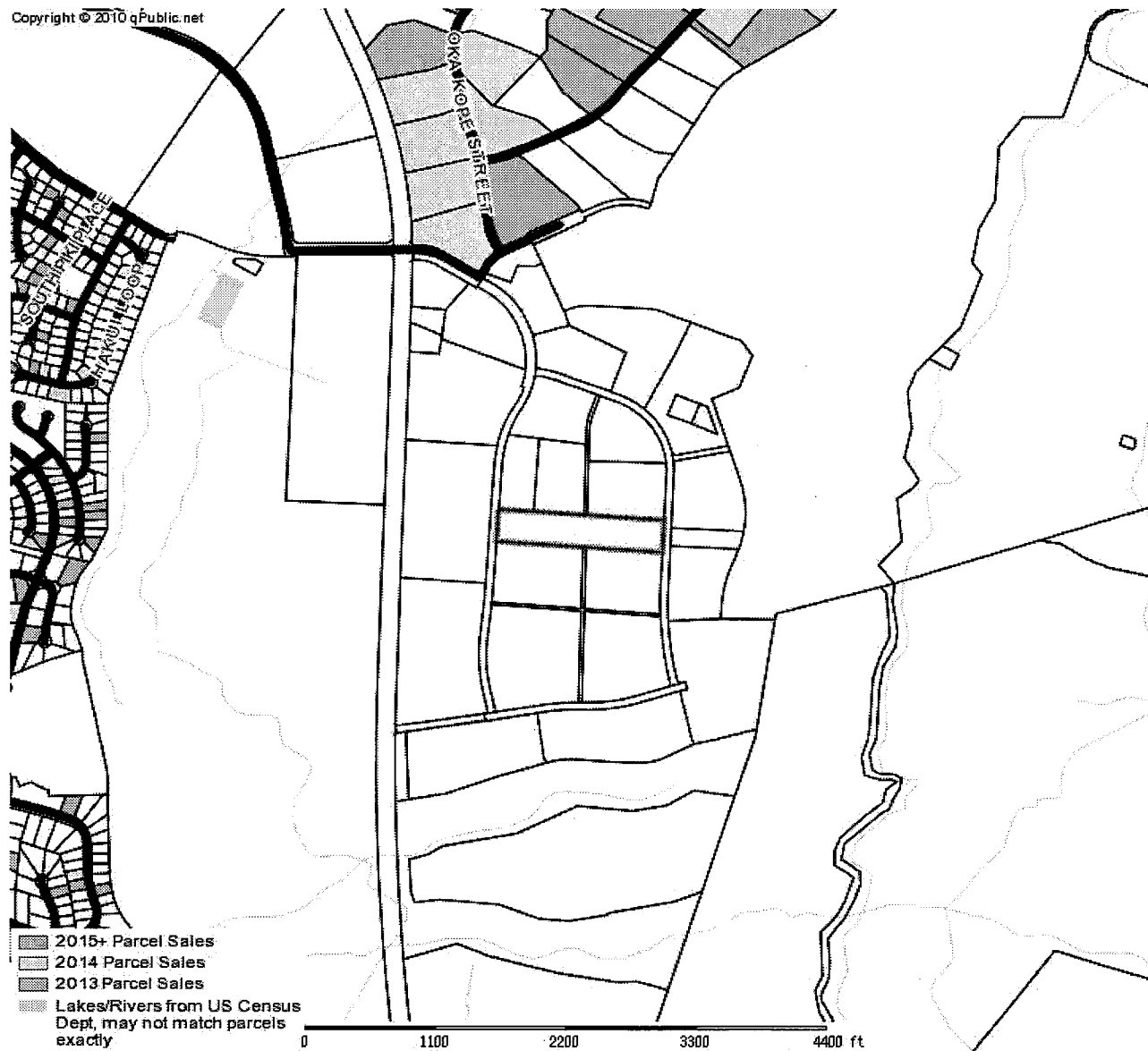
Maui County Assessor

Parcel: 440150450000 Acres: 18.53

Name	KAANAPALI LAND MGT CORP	Land Value	\$27,800.00
Site	0 PUUKOLII RD	Building Value	\$0.00
		Misc Value	\$0.00
		Just Value	\$0.00
		Assessed Value	\$27,800.00
		Exempt Value	\$0.00
		Taxable Value	\$27,800.00
Mail	275 LAHAINALUNA RD LAHAINA HI 96761		

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Parcel: 440150540000 Acres: 8.04

Name	KAANAPALI LAND MGT CORP	Land Value	\$12,100.00
Site	0 PUUKOLII RD	Building Value	\$0.00
State		Misc Value	\$0.00
Maui	275 LAHAINALUNA RD LAHAINA HI 96761	Just Value	\$0.00
		Assessed Value	\$12,100.00
		Exempt Value	\$0.00
		Taxable Value	\$12,100.00



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Parcel: 440150550000 Acres: 6.96

Name:	KAANAPALI LAND MGT CORP	Land Value	\$3,500.00
Site:	0 PUUKOLII RD	Building Value	\$0.00
State:		Misc Value	\$0.00
Mail:	275 LAHAINALUNA RD LAHAINA HI 96761	Just Value	\$0.00
		Assessed Value	\$3,500.00
		Exempt Value	\$0.00
		Taxable Value	\$3,500.00



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Parcel: 440150560000 Acres: 10.13

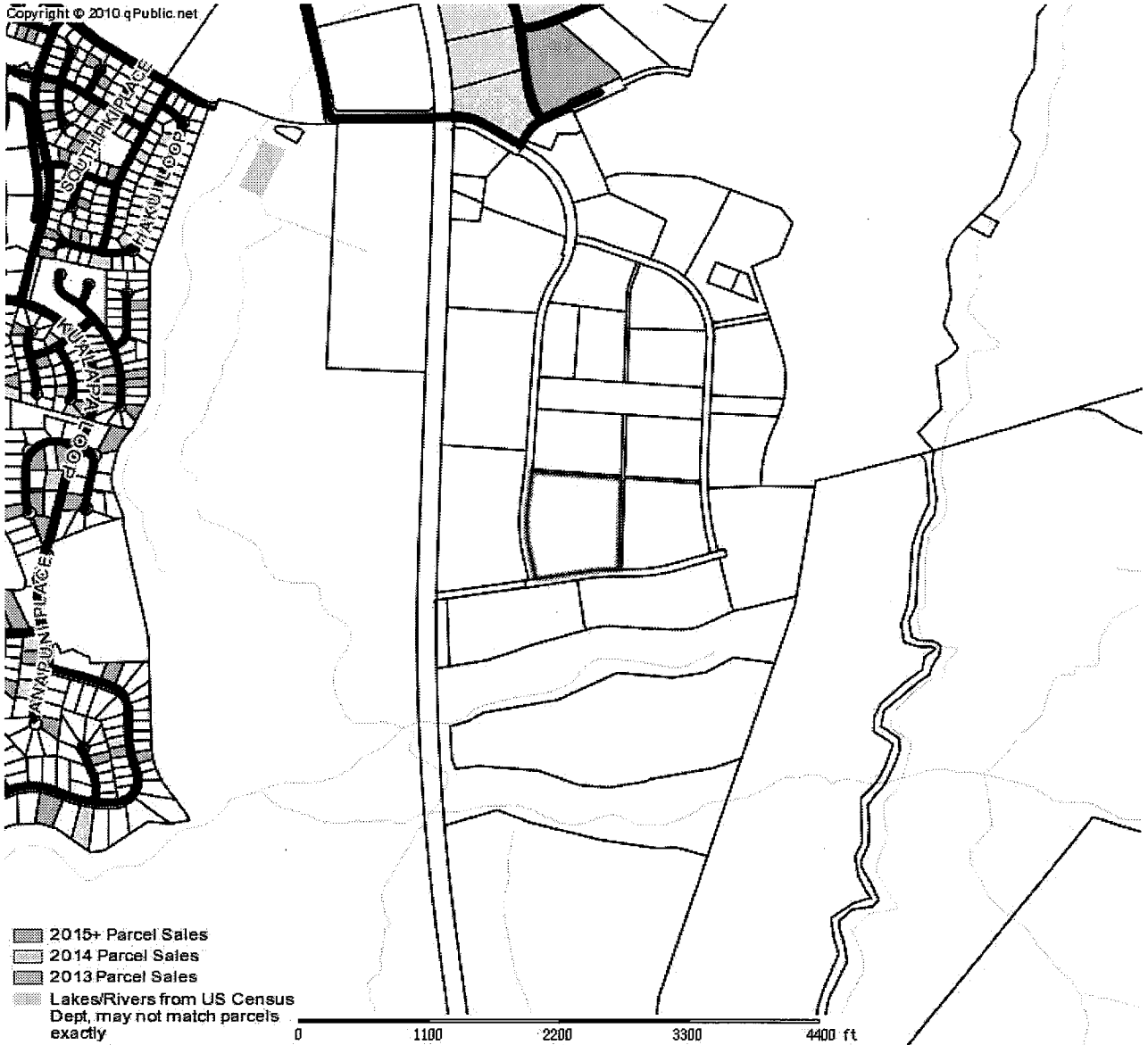
Name	KAANAPALI LAND MGT CORP	Land Value	\$5,100.00
Site	0 PUUKOLII RD	Building Value	\$0.00
State		Misc Value	\$0.00
Map	275 LAHAINALUNA RD LAHAINA HI 96761	Just Value	\$0.00
		Assessed Value	\$5,100.00
		Exempt Value	\$0.00
		Taxable Value	\$5,100.00



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- 2014 Parcel Sales
- 2013 Parcel Sales
- Lakes/Rivers from US Census Dept, may not match parcels exactly

0 1100 2200 3300 4400 ft

Maui County Assessor

Parcel: 440150570000 Acres: 13.4

Name:	KAANAPALI LAND MGT CORP	Land Value	\$6,700.00
Site:	0 PUUKOLII RD	Building Value	\$0.00
State:		Misc Value	\$0.00
Mail:	275 LAHAINALUNA RD LAHAINA HI 96761	Just Value	\$0.00
		Assessed Value	\$6,700.00
		Exempt Value	\$0.00
		Taxable Value	\$6,700.00



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Parcel: 440150580000 Acres: 8.11

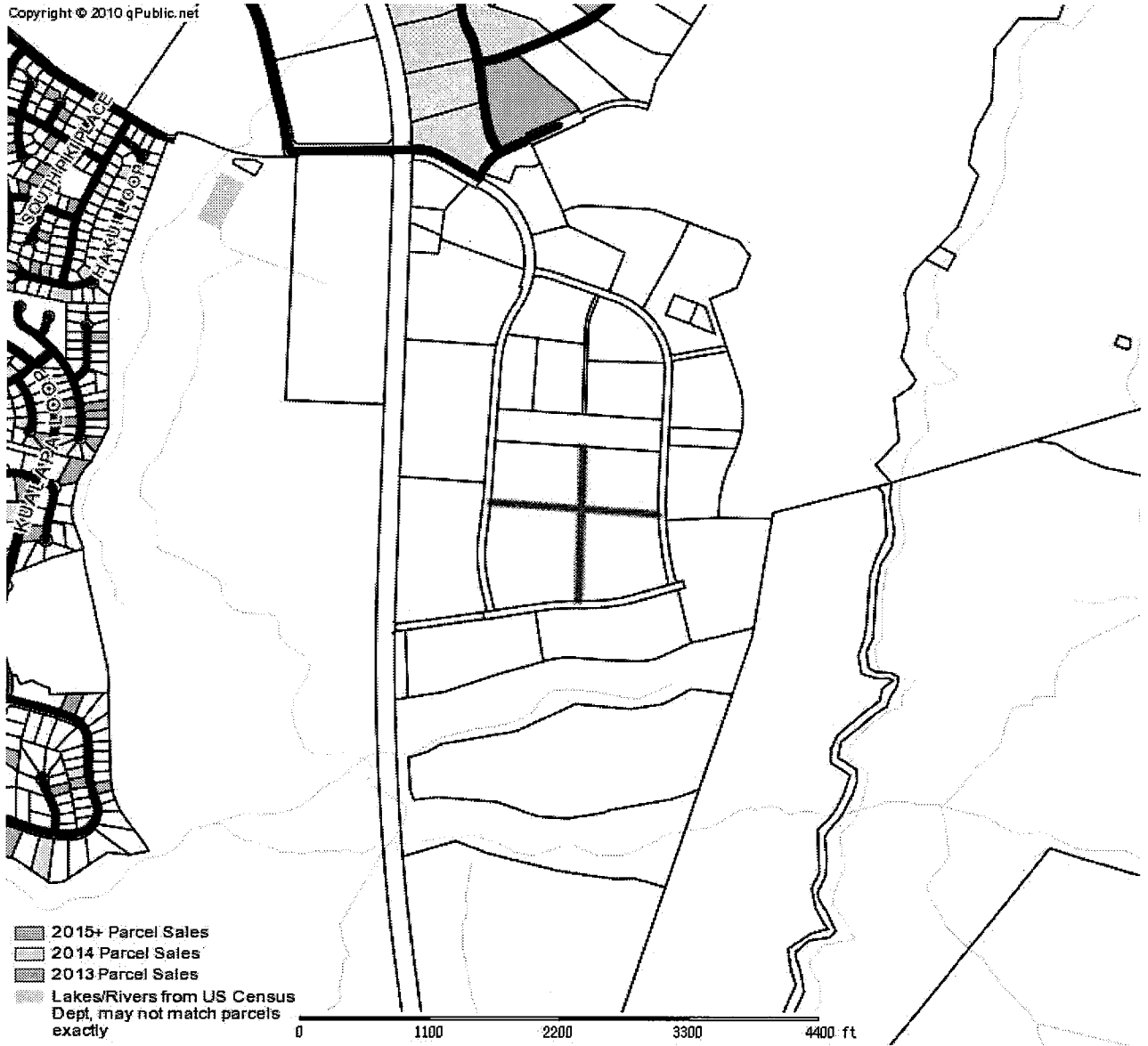
Name	KAANAPALI LAND MGT CORP	Land Value	\$2,000.00
Site	0 PUUKOLII RD	Building Value	\$0.00
State		Misc Value	\$0.00
Mail:	275 LAHAINALUNA RD LAHAINA HI 96761	Just Value	\$0.00
		Assessed Value	\$2,000.00
		Exempt Value	\$0.00
		Taxable Value	\$2,000.00



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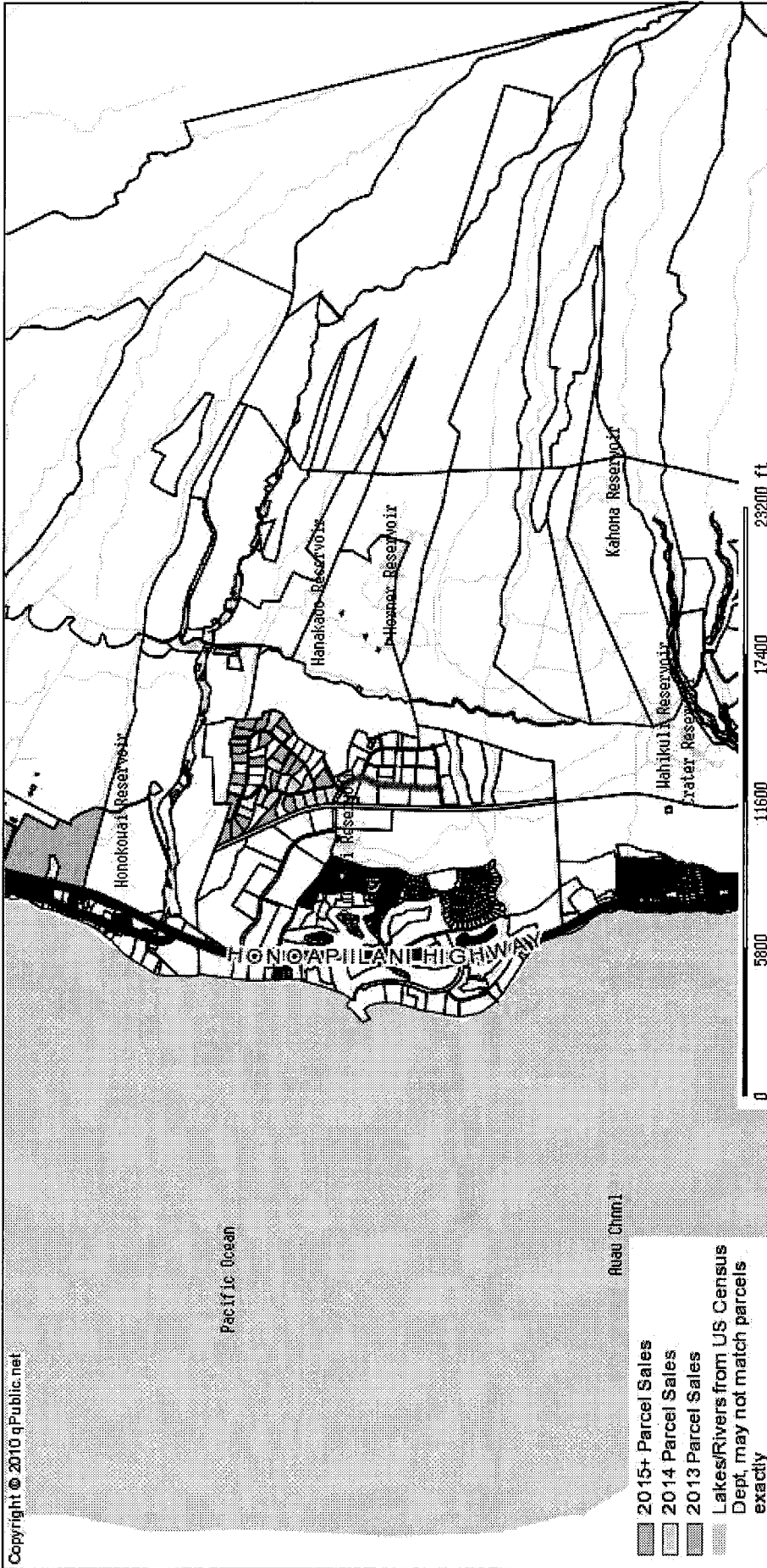
Parcel: 440150590000 Acres: 1.33

Name:	KAANAPALI LAND MGT CORP	Land Value	\$2,000.00
Site:	0 PUUKOLII RD	Building Value	\$0.00
State:		Misc Value	\$0.00
Mail:	275 LAHAINALUNA RD LAHAINA HI 96761	Just Value	\$0.00
		Assessed Value	\$2,000.00
		Exempt Value	\$0.00
		Taxable Value	\$2,000.00



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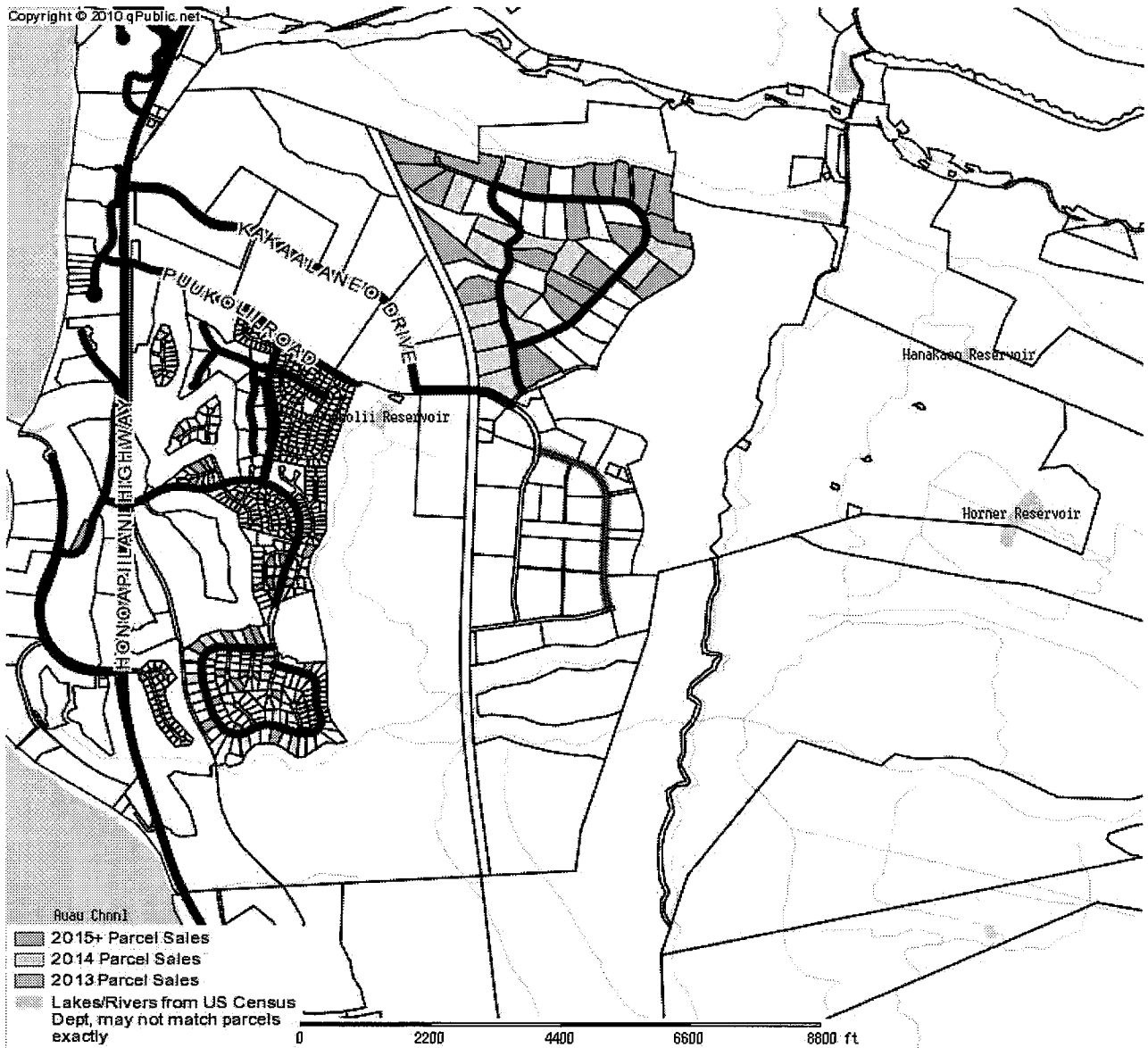
Parcel: 440150670000 Acres: 5.75

Name	KAANAPALI LAND MGT CORP	Land Value	\$600.00
Site	0 PUUKOLII RD	Building Value	\$0.00
State		Misc Value	\$0.00
		Just Value	\$0.00
		Assessed Value	\$600.00
		Exempt Value	\$600.00
		Taxable Value	\$0.00
Mail	275 LAHAINALUNA RD LAHAINA HI 96761		

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Parcel: 440150680000 Acres: 4.47

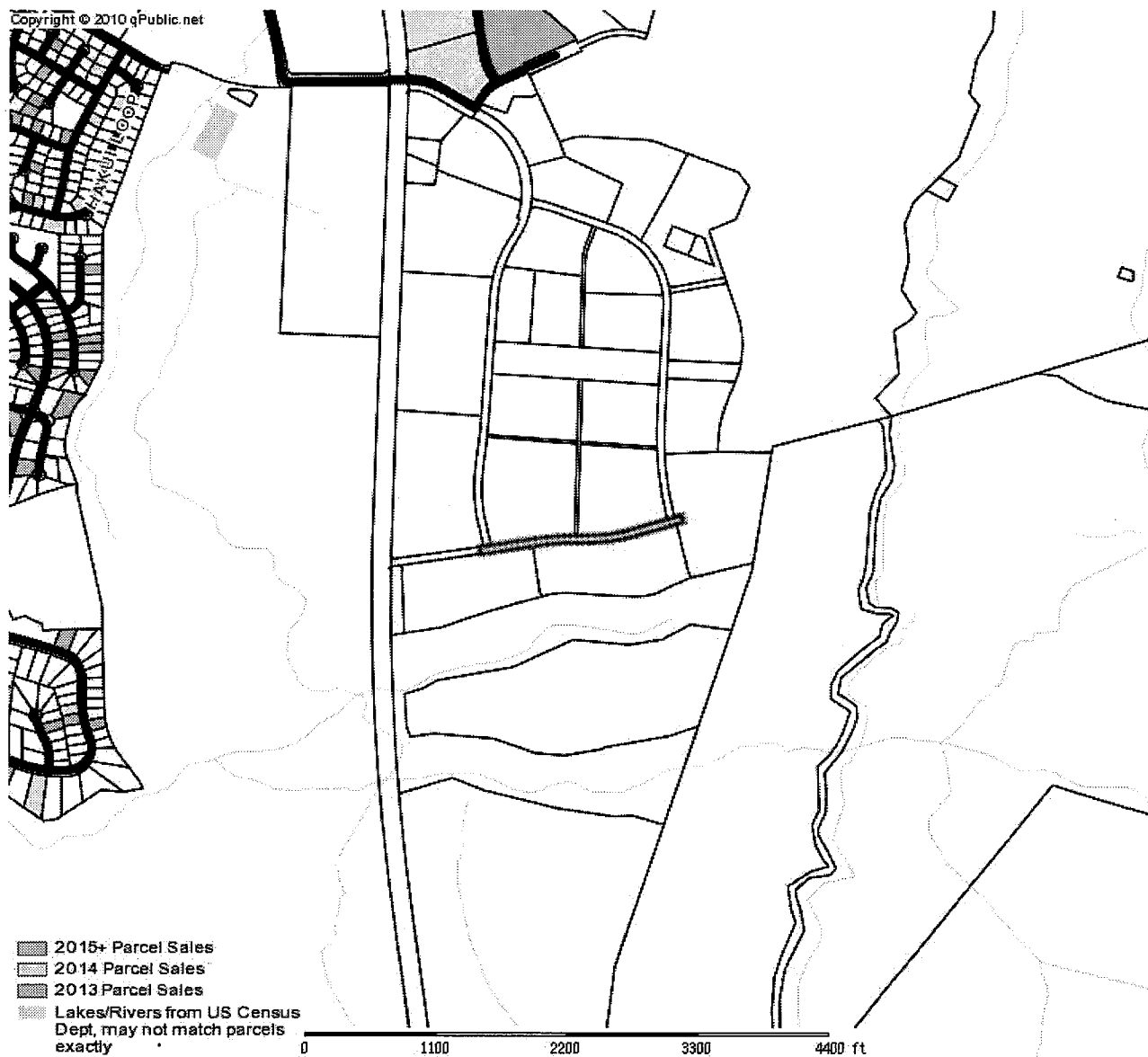
Name:	KAANAPALI LAND MGT CORP	Land Value	\$400.00
Site:	0 PUUKOLII RD	Building Value	\$0.00
State:		Misc Value	\$0.00
Mail:	275 LAHAINALUNA RD LAHAINA HI 96761	Just Value	\$0.00
		Assessed Value	\$400.00
		Exempt Value	\$400.00
		Taxable Value	\$0.00



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Parcel: 440150690000 Acres: 2.23

Name	KAANAPALI LAND MGT CORP	Land Value	\$200.00
Site	0 PUUKOLII RD	Building Value	\$0.00
Sale		Misc Value	\$0.00
Mail	275 LAHAINALUNA RD LAHAINA HI 96761	Just Value	\$0.00
		Assessed Value	\$200.00
		Exempt Value	\$200.00
		Taxable Value	\$0.00



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Maui County Assessor

Parcel: 440150340000 Acres: 4.12

Name	KAANAPALI LAND MGT CORP	Land Value	\$2,100.00
Site	0 PUUKOLII RD	Building Value	\$0.00
State		Misc Value	\$0.00
Map:	275 LAHAINALUNA RD LAHAINA HI 96761	Just Value	\$0.00
		Assessed Value	\$2,100.00
		Exempt Value	\$0.00
		Taxable Value	\$2,100.00



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Parcel: 440150700000 Acres: 1.01

Name	KAANAPALI LAND MGT CORP	Land Value	\$100.00
Site	0 PUUKOLII RD	Building Value	\$0.00
State		Misc Value	\$0.00
Map	275 LAHAINALUNA RD LAHAINA HI 96761	Just Value	\$0.00
		Assessed Value	\$100.00
		Exempt Value	\$100.00
		Taxable Value	\$0.00

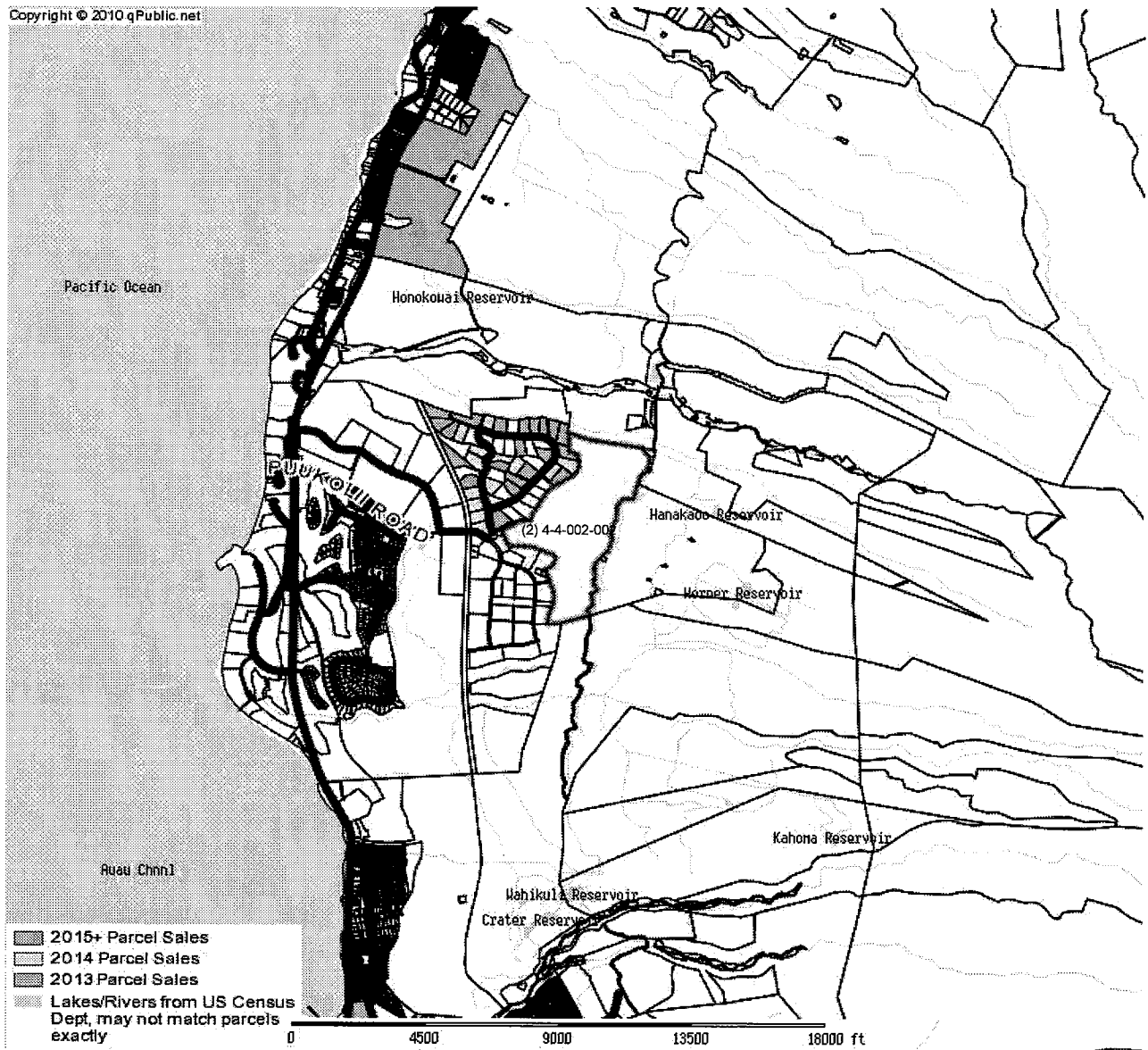


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Attachment 2

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Parcel: 440020020000 Acres: 295.48

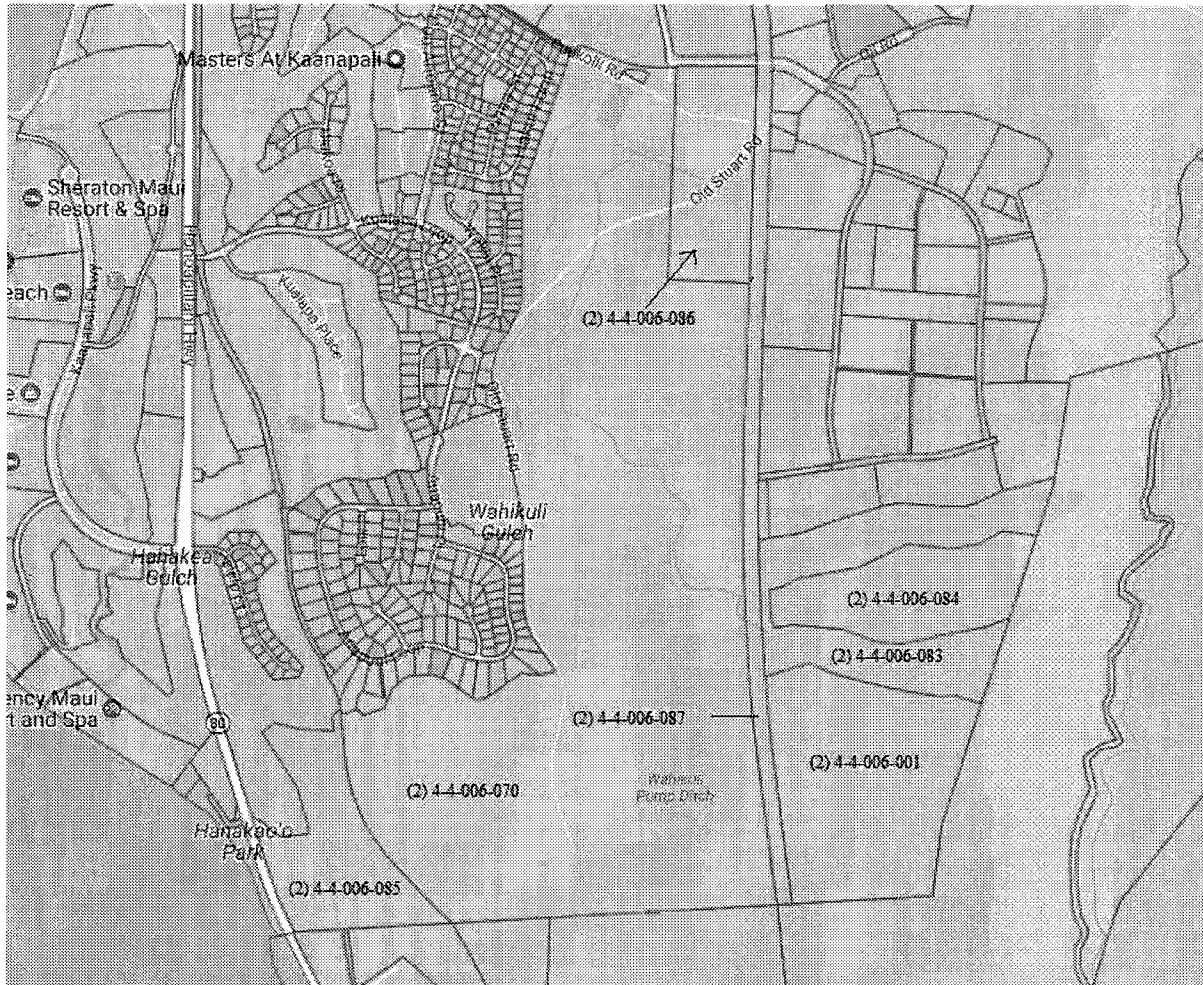
Name:	KAANAPALI LAND MANAGEMENT CORP	Land Value	\$46,800.00
Site:	0 PUUKOLII RD	Building Value	\$84,100.00
Sale:		Misc Value	\$0.00
Mail:	275 LAHAINALUNA RD LAHAINA HI 96761	Just Value	\$0.00
		Assessed Value	\$132,900.00
		Exempt Value	\$0.00
		Taxable Value	\$132,900.00



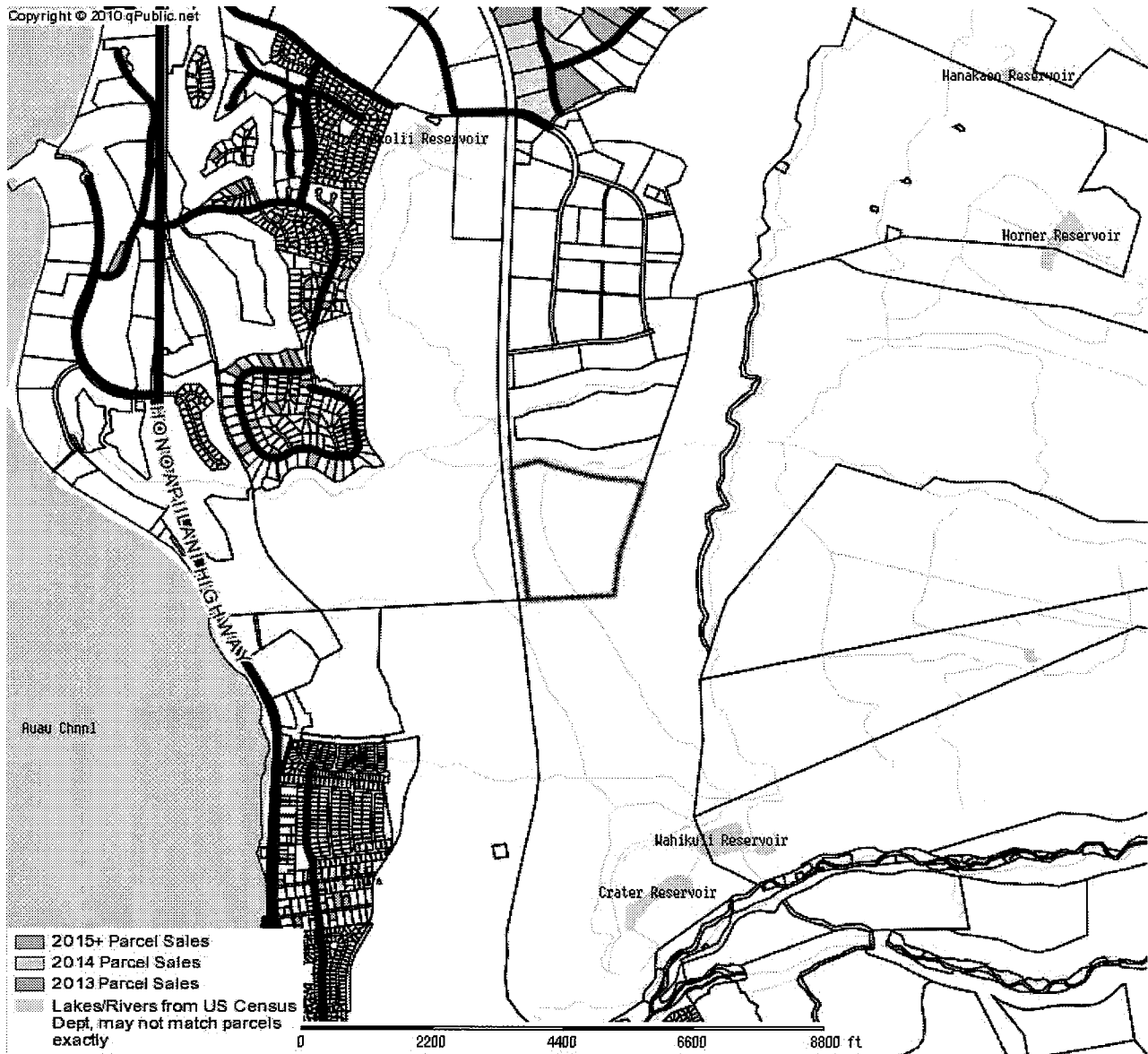
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ATTACHMENT 3



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Parcel: 440060010000 Acres: 79.28

Name	KAANAPALI LAND MANAGEMENT CORP	Land Value	\$19,600.00
Site	0 HONOAPIILANI HWY	Building Value	\$21,800.00
Sale		Misc Value	\$0.00
Mail	275 LAHAINALUNA RD LAHAINA HI 96761	Just Value	\$0.00
		Assessed Value	\$41,400.00
		Exempt Value	\$0.00
		Taxable Value	\$41,400.00



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 2015+ Parcel Sales
 2014 Parcel Sales
 2013 Parcel Sales
 Lakes/Rivers from US Census Dept, may not match parcels exactly

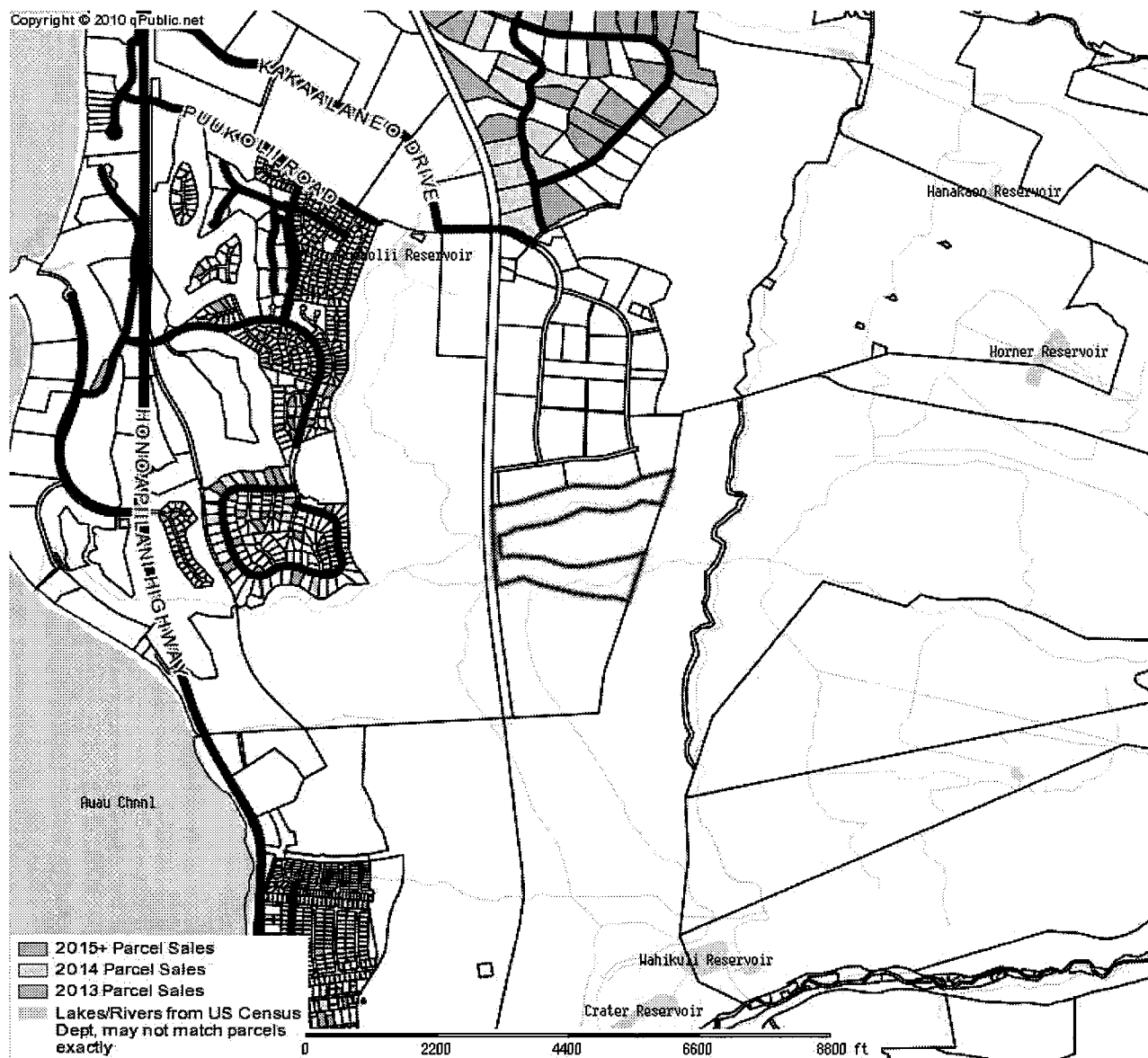
Parcel: 440060700000 Acres: 441.62

Parcel: 47-00001-00000-7-0000-47-1102	Name	KAANAPALI LAND MANAGEMENT CORP	Land Value	\$101,100.00
	Site	0 PUUKOLII	Building Value	\$0.00
	State		Misc Value	\$0.00
		275 LAHAINALUNA RD	Just Value	\$0.00
		LAHAINA HI 96761	Assessed Value	\$101,100.00
Mail:			Exempt Value	\$0.00
			Taxable Value	\$101,100.00

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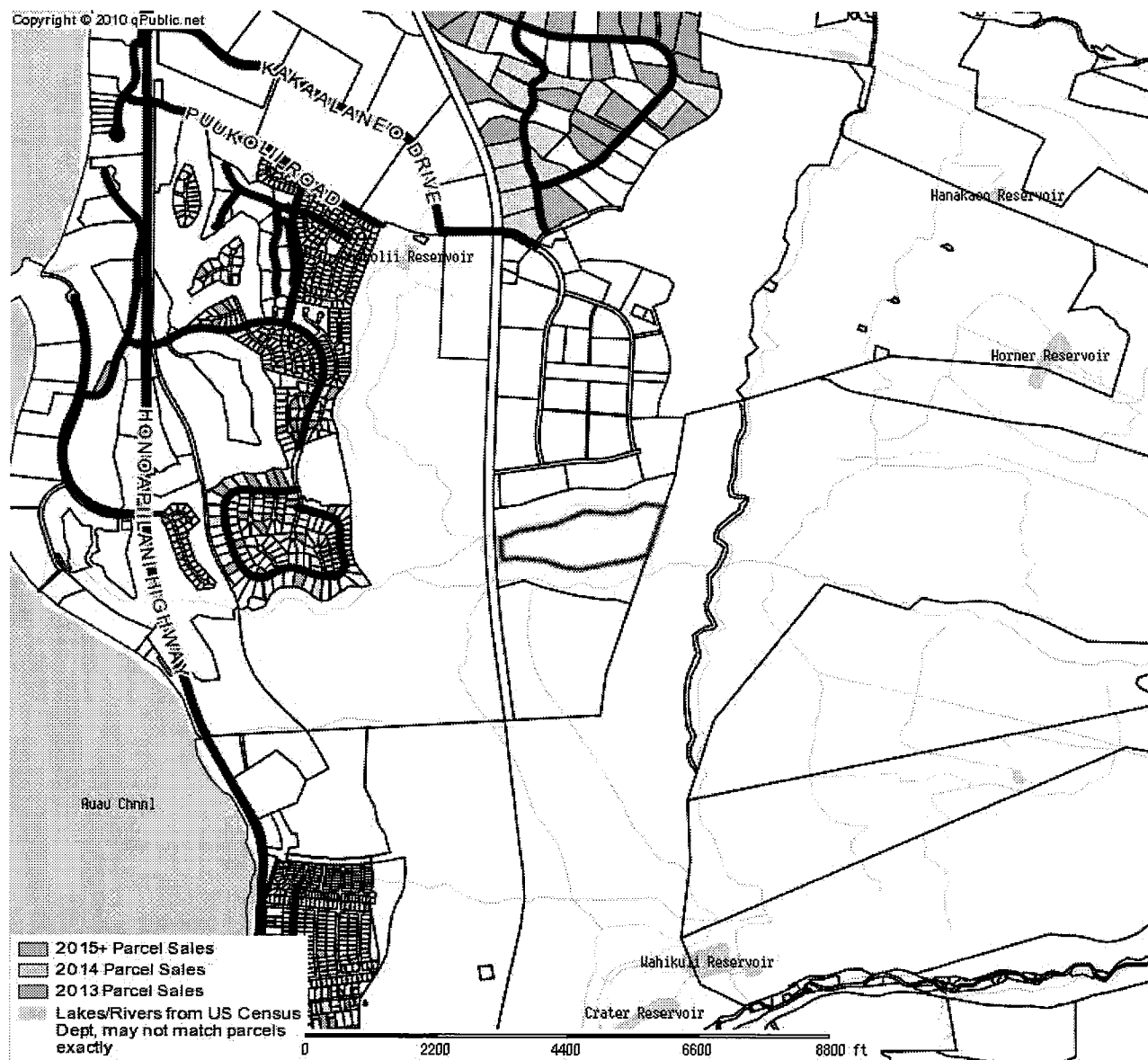
Parcel: 440060830000 Acres: 55.78

Name	KAANAPALI LAND MANAGEMENT CORP	Land Value	\$5,600.00
Site	0 PUUKOLII	Building Value	\$0.00
Sale		Misc Value	\$0.00
Map	275 LAHAINALUNA RD LAHAINA HI 96761	Just Value	\$0.00
		Assessed Value	\$5,600.00
		Exempt Value	\$0.00
		Taxable Value	\$5,600.00



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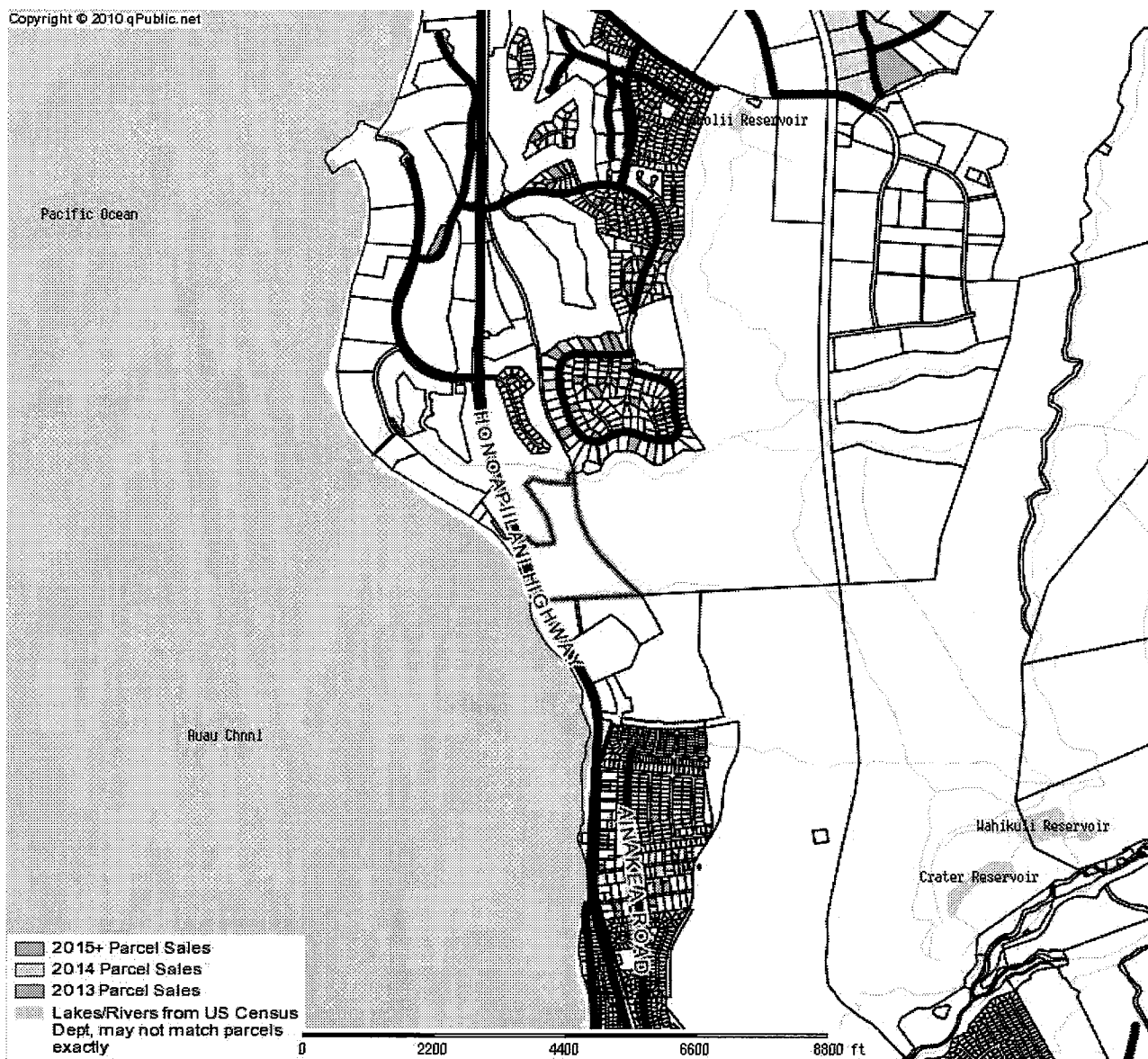
Parcel: 440060840000 Acres: 39.4

Name	KAANAPALI LAND MANAGEMENT CORP	Land Value	\$9,900.00
Site	0 PUUKOLII	Building Value	\$0.00
Sale		Misc Value	\$0.00
Map	275 LAHAINALUNA RD LAHAINA HI 96761	Just Value	\$0.00
		Assessed Value	\$9,900.00
		Exempt Value	\$0.00
		Taxable Value	\$9,900.00



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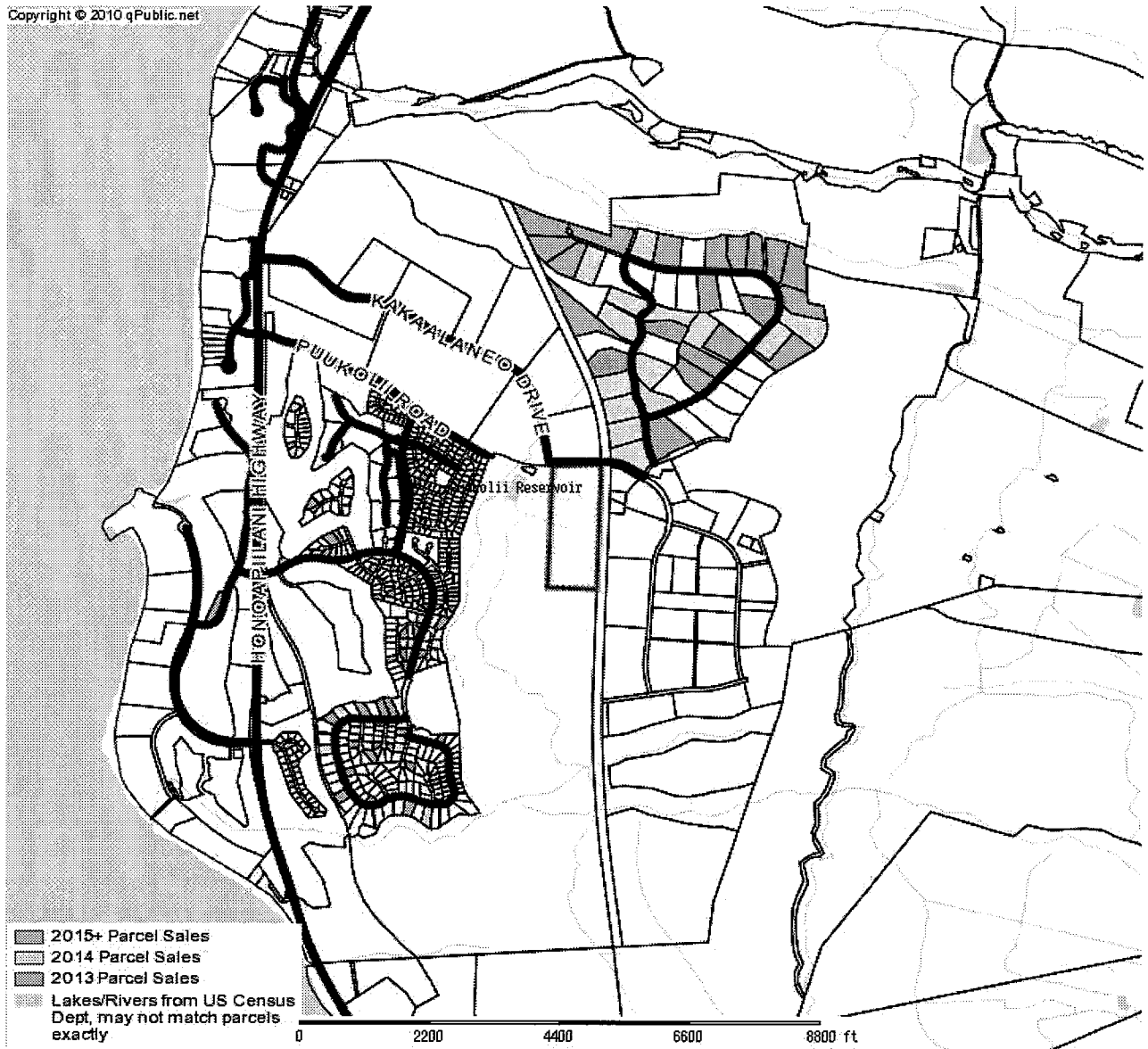


Maui County Assessor			
Parcel: 440060850000 Acres: 40.14			
Name	KAANAPALI LAND MANAGEMENT CORP	Land Value	\$10,000.00
Site	0 PUUKOLII	Building Value	\$0.00
Sale		Misc Value	\$0.00
Map	275 LAHAINALUNA RD LAHAINA HI 96761	Just Value	\$0.00
		Assessed Value	\$10,000.00
		Exempt Value	\$0.00
		Taxable Value	\$10,000.00



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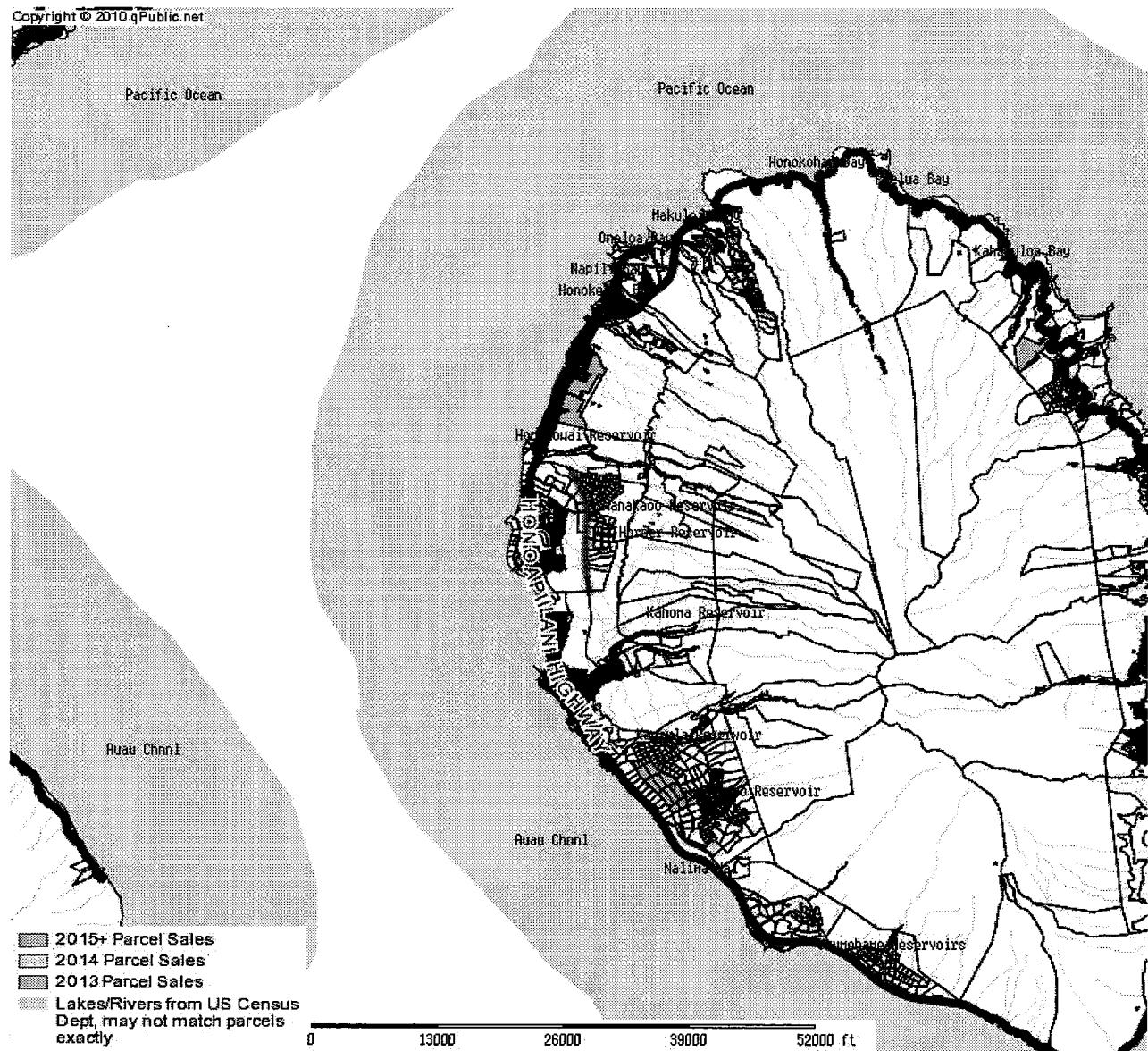
Parcel: 440060860000 Acres: 36.6

Name	KAANAPALI LAND MANAGEMENT CORP	Land Value	\$9,200.00
Site	0 PUUKOLII	Building Value	\$0.00
Sale		Misc Value	\$0.00
Mail	275 LAHAINALUNA RD LAHAINA HI 96761	Just Value	\$0.00
		Assessed Value	\$9,200.00
		Exempt Value	\$0.00
		Taxable Value	\$9,200.00



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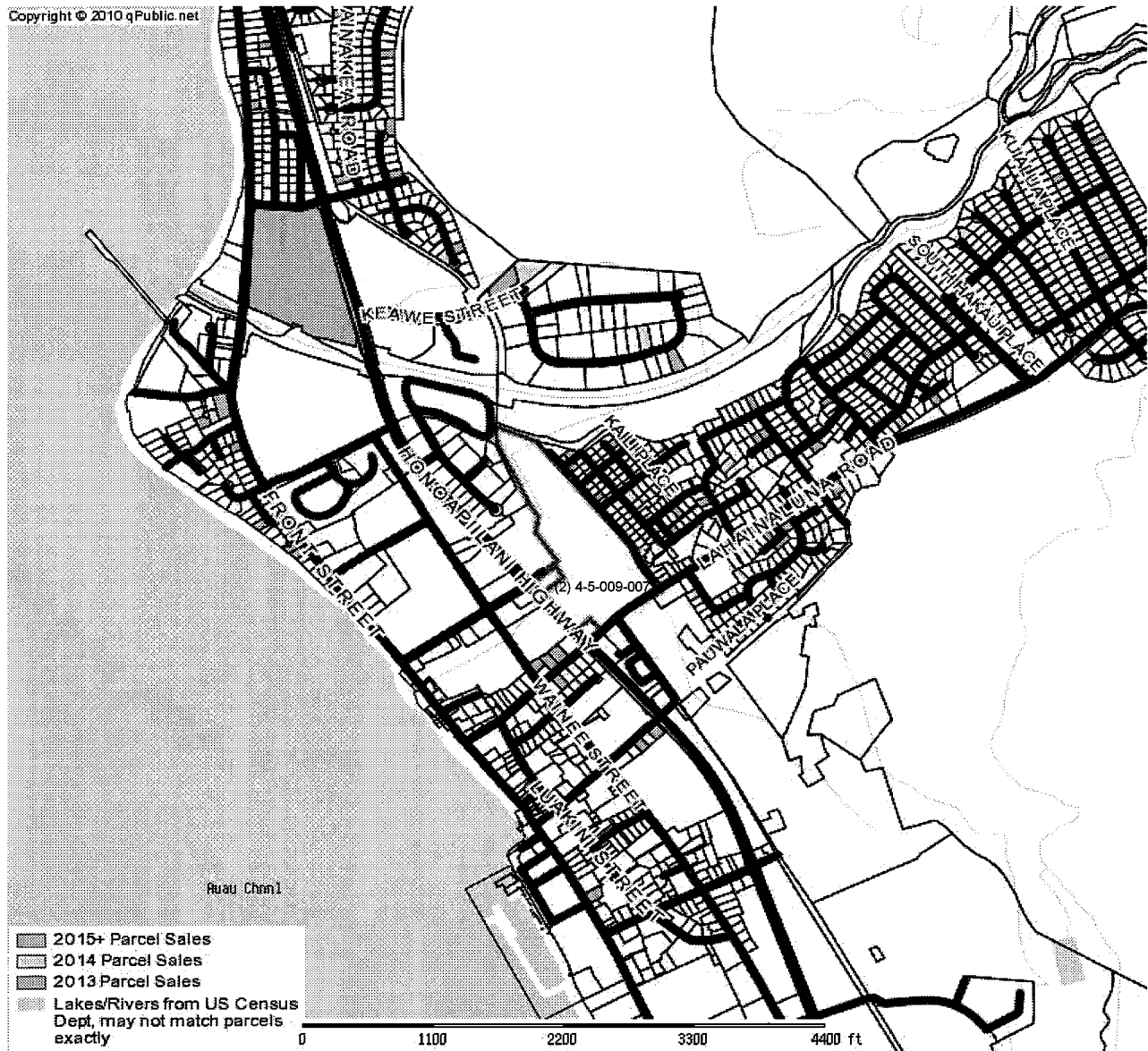


Maui County Assessor			
Parcel: 440060870000 Acres: 43.7			
Name:	KAANAPALI LAND MANAGEMENT CORP	Land Value	\$917,700.00
Site:	0 PUUKOLII	Building Value	\$0.00
State:		Misc Value	\$0.00
Mail:	275 LAHAINALUNA RD LAHAINA HI 96761	Just Value	\$0.00
		Assessed Value	\$917,700.00
		Exempt Value	\$0.00
		Taxable Value	\$917,700.00



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Parcel: 450090070000 Acres: 19.62

Name	PIONEER MILL COMPANY LLC	Land Value	\$9,401,100.00
Site	301 LAHAINALUNA RD	Building Value	\$321,800.00
Sale		Misc Value	\$0.00
Mail	275 LAHAINALUNA RD LAHAINA HI 96761	Just Value	\$0.00
		Assessed Value	\$9,722,900.00
		Exempt Value	\$0.00
		Taxable Value	\$9,722,900.00



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