

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

December 10, 2021

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

PSF No.: 02MD-538

Maui

Refund Rent from February 2020 through September 2021 for Revocable Permit Nos. 5834 and 5835 to Association of Apartment Owners of Hale Pau Hana, Kamaole, Kula, Maui, Tax Map Key: (2) 3-9-005: Portion of 001 and Seaward of 001.

APPLICANT:

Association of Apartment Owners of Hale Pau Hana, a Domestic Nonprofit Corporation

LEGAL REFERENCE:

Section 171-6, Hawaii Revised Statutes (HRS), as amended.

LOCATION:

Portion of Government lands of Hawaii situated at Kamaole Beach Lots, Kamaole, Kula, Maui, identified by Tax Map Key: (2) 3-9-005: Portion of 001 and Seaward of 001.

AREA:

18,668 square feet, more or less.

TRUST LAND STATUS:

Section 5(b) lands of the Hawaii Admission Act

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

CURRENT USE STATUS:

Encumbered by Grant of Non-Exclusive Easement No. S-6161, Association of Apartment

Owners ("AOAO") of Hale Pau Hana, Grantee. Grant of easement to expire on March 9, 2066. Easement document attached as Exhibit A.

CHARACTER OF USE:

For purposes of landscaping, maintenance, rubble rock revetment, rock wall, and two concrete stairways.

OVERPAYMENT DATES:

February 1, 2020 through September 1, 2021.

AMOUNT OF OVERPAYMENT:

\$8,264.44. See Exhibit B.

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>

REMARKS:

Applicant held revocable permit (RP) numbers 5834 and 5835 from March 1, 1980 to September 27, 2021 and May 10, 1980 to September 27, 2021 respectively. RP5834 was for the construction of a rubble rock revetment and RP5835 was for landscaping consisting of lawn grass, coconut palms and other ground cover, maintenance (sprinklers) and two stairways to the beach. The permits were month-to-month with annual rent reviews.

On March 10, 2011, Item D-4, the Board approved the cancellation of RP Nos. 5834 and 5835 and the issuance of a fifty-five year term, non-exclusive easement to Applicant. In October 2011, the State-contracted appraiser provided a valuation for the easement of \$291,000. The AOA of Hale Pau Hana objected to the valuation and hired their own appraiser who valued the easement at \$44,000. At the time, the AOA chose to arbitrate the discrepancy in valuation. However, the arbitration process was never consummated, and the AOA continued paying rent for the two revocable permits.

In October 2019, Staff contacted the AOA to ask if they wanted to complete the easement. The AOA agreed to proceed by accepting the State's independent appraisal and in January 2020 paid \$291,000 pursuant to the March 10, 2011 valuation. Staff prepared concurrent resolutions for the 2020 legislative session and in January 2020, Staff advised the AOA to pay for the easement prior to the legislative session to demonstrate that they were serious about completing the easement and increase the likelihood of the resolutions

passing. Due to the covid-19 pandemic, the legislative session was cut short and the concurrent resolutions were not presented and did not pass. A year later, Staff presented the concurrent resolutions during the 2021 legislative session. Senate Concurrent Resolution No. 12, which approved the subject easement, was adopted by the legislature and filed on April 20, 2021.

On September 27, 2021, a fifty-five (55) year term, non-exclusive easement for the subject area was fully executed, commencing on March 10, 2011 and running through March 9, 2066. The easement, which replaces the subject RPs, was executed in September 2021 and the subject RPs were cancelled at that time, therefore no rent is due after September 2021.

RECOMMENDATION: That the Board

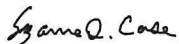
1. Declare that rent for revocable permit numbers 5834 and 5835 be adjusted to \$0 (zero dollars) per month effective February 1, 2020 through September, 30 2021.
2. Refund rent and late fees, in the amount of \$8,264.44, paid by AOA of Hale Pau Hana for the term from February 1, 2020 to September 30, 2021.

Respectfully Submitted,



Seiko Machida
Land Agent

APPROVED FOR SUBMITTAL:



Suzanne D. Case, Chairperson *RT*

Right, privilege, and authority to use, maintain, repair, replace, and remove the existing rubble rock revetment, wall, concrete stairways, and for landscaping and maintenance purposes, subject to the terms and conditions herein,

in, over, under and across those certain portions of land ("area"), also referred to as "premises," situate at Kamaole, Wailuku, Maui, Hawaii, being identified as "Non-Exclusive Revetment, Wall, Stairways, Landscaping and Maintenance Easement," containing an area of 18,668 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. 25,079 and dated May 18, 2011, 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 10th day of March, 2011, up to and including the 9th day of March, 2066, 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 TWO HUNDRED NINETY ONE THOUSAND AND NO/100 DOLLARS (\$291,000.00).



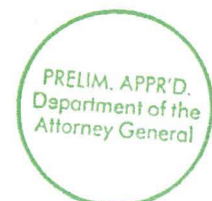
THE GRANTOR AND THE GRANTEE COVENANT AND AGREE AS
FOLLOWS:

1. The Grantee shall at all times with respect to the easement area use due care for public safety and agrees to release, 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: a) any act or omission on the part of the Grantee relating to the Grantee's use, occupancy, maintenance, or enjoyment of the easement area; b) 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 c) 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) 3-9-005:006, 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 expiration, termination or revocation 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 expiration, termination or revocation 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, 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-VIII" 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. A copy of the policy or other documentation required by the Grantor 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 policy(s) or other documentation required by the Grantor showing the policy(s) to be initially in force, keep the policy(s) or other documentation required by the Grantor on deposit during the entire easement term, and furnish a like policy(s) or other documentation required by the Grantor 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 or other documentation required by the Grantor.

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 other documentation required by the Grantor 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 or the Grantee's employees, agents, officers, or invitees' 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.

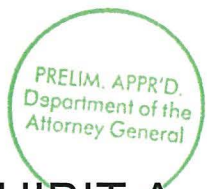
12. Grantor reserves the right to withdraw the easement for public use or purposes, at any time during the term of this easement upon the giving of reasonable notice to Grantee. Upon withdrawal of the easement, Grantor shall return to Grantee a portion of the one-time payment described in paragraph 1. 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 redistribution shall be applied, first, to reimburse the Grantor for costs and expenses in connection with the redistribution; 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 redistribution 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



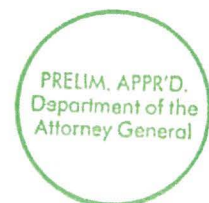
addition, Grantee shall execute affidavits, representations and the like from time to time at Grantor's request concerning Grantee's best knowledge and belief regarding the presence of hazardous materials on the easement area placed or released by Grantee.

The Grantee agrees to release, 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 rubble rock revetment, wall, concrete stairways, and landscaping shall be placed or constructed within the easement area.

19. The Grantee acknowledges and agrees that the existing rubble rock revetment, wall, concrete stairways, and landscaping 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 rubble rock revetment, wall, concrete stairways, and landscaping without first obtaining the appropriate permission (e.g., conservation district use permit) from Grantor. In no event may Grantee extend the existing rubble rock revetment, wall, concrete stairways, and landscaping seaward of their present location. Furthermore, the Grantee shall keep the existing rubble rock revetment, wall, concrete stairways, and landscaping in good condition and repair; provided, however, if the existing rubble rock revetment, wall, concrete stairways, and landscaping are damaged or destroyed by any means (including voluntary demolition) to an extent of more than fifty per cent (50%) of its replacement cost at the time of destruction 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.

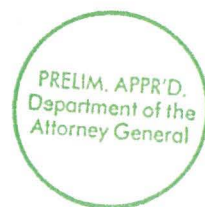
20. The public shall have access across the easement area at all times.

21. The Grantee shall release, 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 rubble rock revetment, wall, concrete stairways, and landscaping 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 rubble rock revetment, wall, concrete stairways, and landscaping.

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 rubble rock revetment, wall, concrete stairways, and landscaping 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 rubble rock revetment, wall, concrete stairways, and landscaping 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 rubble rock revetment, wall, concrete stairways, and landscaping and restore the area to a condition satisfactory to the Grantor.



25. 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's approval was obtained on May 24, 2021.

26. 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 on April 20, 2021.

27. 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.


28. The Grantee will remove and prevent any unnatural vegetation from growing seaward of the toe of the revetment, on the beach to allow for improved public access and recreational use of the shoreline area fronting the revetment.



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 as amended by
the Board of Land and
Natural Resources at its
meeting held on
March 10, 2011.

By 
SUZANNE D. CASE
Chairperson
Board of Land and
Natural Resources

APPROVED AS TO FORM:



COLIN J. LAU
Deputy Attorney General

Dated: 8/5/21

GRANTOR

ASSOCIATION OF APARTMENT OWNERS OF
HALE PAU HANA, a Hawaii nonprofit
corporation

PLEASE SEE ATTACHED
FOR NOTARIZATION

By 
Stephen Wallace
Its Treasurer

By _____
Its _____

GRANTEE



California

STATE OF ~~HAWAII~~

COUNTY OF *contra Costa*)
SS.

On this _____ day of _____, 20_____,
before me appeared _____ and
_____, to me personally
known, who, being by me duly sworn, did say that they are the
_____ and _____,
respectively of ASSOCIATION OF APARTMENT OWNERS OF HALE PAU HANA,
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 _____ and
_____ acknowledged said instrument to
be the free act and deed of said corporation.

PLEASE SEE ATTACHED
FOR NOTARIZATION

Notary Public, State of ~~Hawaii~~

California

My commission expires: _____





STATE OF HAWAI'I
SURVEY DIVISION
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
HONOLULU

C.S.F. No. 25,079

May 18, 2011

NON-EXCLUSIVE
REVETMENT, WALL, STAIRWAYS, LANDSCAPING
AND MAINTENANCE EASEMENT

Kamaole, Wailuku, Maui, Hawaii

Being a portion of the Government Land of Kamaole.

Being also a portion of the Government Beach Reservation fronting
Kamaole Beach Lots.

Beginning at the southeast corner of this easement and at the
southwest corner of Grant 10914 to Allan L. Burdick, the coordinates of said point of
beginning referred to Government Survey Triangulation Station "PUU O KALI" being
4895.84 feet South and 20,570.45 feet West, thence running by azimuths measured
clockwise from True South:-

1. 78° 35' 25.00 feet along Part II of Kamaole Beach Park,
 Governor's Executive Order 822 to
 shoreline;

Thence along shoreline for the next eleven (11) courses, the direct azimuths and
distances between points along said shoreline being:

- | | | |
|----|----------|--------------|
| 2. | 149° 25' | 26.00 feet; |
| 3. | 159° 09' | 207.40 feet; |
| 4. | 143° 44' | 78.35 feet; |
| 5. | 109° 43' | 16.01 feet; |



- | | | |
|-----|----------|---|
| 6. | 150° 38' | 74.57 feet; |
| 7. | 136° 02' | 47.08 feet; |
| 8. | 122° 22' | 86.74 feet; |
| 9. | 43° 33' | 10.40 feet; |
| 10. | 140° 00' | 13.06 feet; |
| 11. | 166° 23' | 10.33 feet; |
| 12. | 126° 30' | 12.53 feet; |
| 13. | 233° 42' | 20.80 feet along the remainder of Government Beach
Reservation; |
| 14. | 329° 17' | 9.27 feet along Grant 12290 to (Mrs.) Lucy R. Holt; |
| 15. | 290° 11' | 76.33 feet along Grant 12290 to (Mrs.) Lucy R. Holt; |
| 16. | 303° 35' | 101.68 feet along Grant 12290 to (Mrs.) Lucy R. Holt; |
| 17. | 331° 58' | 173.34 feet along Grant 10914 to Allan L. Burdick; |
| 18. | 338° 30' | 229.85 feet along Grant 10914 to Allan L. Burdick to the
point of beginning and containing an AREA OF
18,668 SQUARE FEET, MORE OR LESS. |

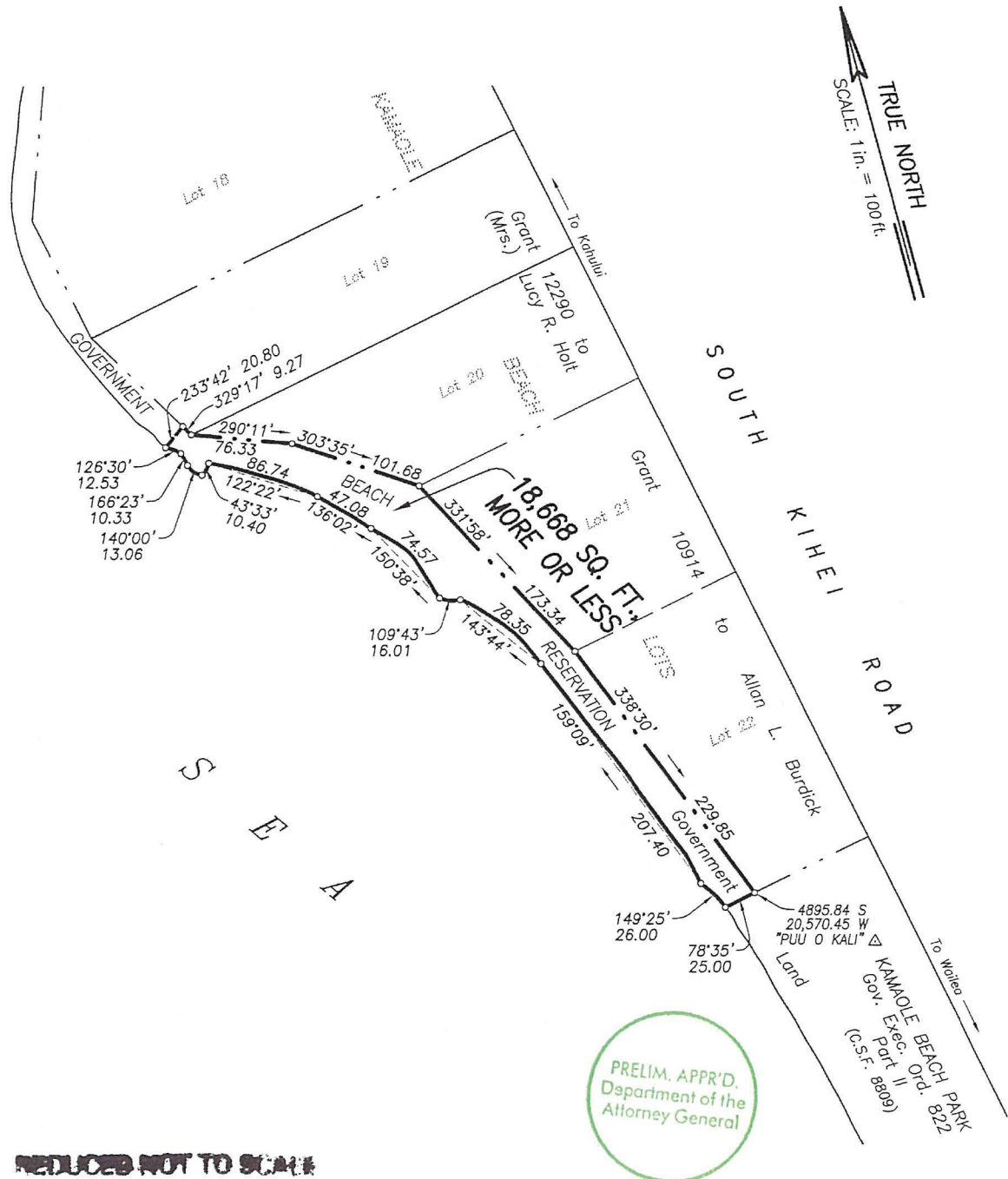
SURVEY DIVISION
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
STATE OF HAWAII

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

ry

Compiled from map and desc. furn. by
Valley Isle 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 REVTMENT, WALL, STAIRWAYS, LANDSCAPING AND MAINTENANCE EASEMENT

Kamaole, Wailuku, Maui, Hawaii

Scale: 1 inch = 100 feet

EXHIBIT "B"

JOB Ma-108(11)
C. BK.

TAX MAP 3-9-05: Por. 01

C.S.F. NO. 25,079

SURVEY DIVISION
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
STATE OF HAWAII

EXHIBIT A
JULY 28, 2011

California Jurat

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

State of California

County of Contra Costa

Subscribed and sworn to (or affirmed) before me on this 9th day of September, 2021,

by Stephen P. Wallace
Name of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Signature of Notary Public



Place Notary Seal Above

Description of Attached Document

Title or Type of Document: Grant of Non-exclusive Easement 5-16161

Document Date: 09/09/2021 No. of Pages: _____

Signers(s) Other Than Named Above: _____

EXHIBIT A

	RP5834	RP5835
Feb-20	\$ 360.41	\$ 42.41
Mar-20	\$ 360.41	\$ 42.41
Apr-20	\$ 360.41	\$ 42.41
May-20	\$ 360.41	\$ 42.41
Jun-20	\$ 360.41	\$ 42.41
Jul-20	\$ 360.41	\$ 42.41
Aug-20	\$ 360.41	\$ 42.41
Sep-20	\$ 360.41	\$ 42.41
Oct-20	\$ 360.41	\$ 42.41
Nov-20	\$ 360.41	\$ 42.41
Dec-20	\$ 360.41	\$ 42.41
Jan-21	\$ 360.41	\$ 42.41
Feb-21	\$ 360.41	\$ 42.41
Mar-21	\$ 360.41	\$ 42.41
Apr-21	\$ 360.41	\$ 42.41
May-21	\$ 360.41	\$ 42.41
Jun-21	\$ 360.41	\$ 42.41
Jul-21	\$ 360.41	\$ 42.41
Aug-21	\$ 360.41	\$ 42.41
Sep-21	\$ 360.41	\$ 42.41
Subtotal rent	\$ 7,208.20	\$ 848.20
late fees	\$ 107.20	\$ 100.84
Totals	\$ 7,315.40	\$ 949.04
Grand total	\$ 8,264.44	

EXHIBIT B