

LAND USE COMMISSION

PAGE NO. 1 OF 1.

LAND USE COMMISSION
STATE OF HAWAII

DOCKET NO. /PETITIONER: A12-796/ WAIKO INDUSTRIAL INVESTMENT, LLC.

PARTY: COUNTY OF MAUI

2012 NOV 21 A 7:22

LIST OF WITNESSES

NAME/ORGANIZATION/POSITION (List in Order of Appearance)	TO BE QUALIFIED AS A WITNESS IN:	SUBJECT MATTER	WRITTEN TESTIMONY (Yes or No)	EXHIBIT NUMBER(S)	LENGTH OF DIRECT
William Spence, Planning Director, County of Maui, or his Representative	Expert Witness in Planning & Land Use	Planning, Land Use, Overall Project Analysis	Yes	To be submitted 11/30/2012	25 Minutes
Kyle Ginoza, Director of Environ- mental Management or his Representative	Expert Witness in Environmental Management	Easement Use	Yes	To be submitted 11/30/2012	20 Minutes

DOCKET NO. /PETITIONER: A12-796/ WAIKO INDUSTRIAL INVESTMENT, LLC.

PARTY: COUNTY OF MAUI

LIST OF EXHIBITS

EXHIBIT NUMBER	DESCRIPTION	PARTY: OBJECTIONS	ADMIT
1	Resume for William Spence, Director of Planning		
2	Resume for Kyle Ginoza, Director of Environmental Management		
3	Bureau of Conveyances Document Number: 92-134141 granting perpetual nonexclusive easement from Waikapu Road, also known as Waiko Road, to property owned by the County of Maui known as the Waikapu Landfill side, over, and across "Easement Area" (being Easements "C" and "D").		
4	Letter from Kyle Ginoza, Director of Environmental Management, dated November 9, 2012		

**William Spence, Planning Director
Maui Planning Department
250 South High Street, Wailuku, Hawaii 96793
(808) 270-7735**

Planning Director, January 2011 to Present

As Planning Director, I am the chief planning officer for Maui County and am the technical advisor to the mayor, council, and planning commissions on all planning related matters.

I am also the administrative head of the Planning Department, which is comprised of three divisions, Long Range, Current, and Zoning and Enforcement. I am responsible to staff the Maui, Molokai, and Lanai planning commissions, the Cultural Resources Commission, Urban Design Review Board, Maui Redevelopment Agency, and the Hana Advisory Committee. My office also attends and advises the County Council's General Plan, Planning, and Land Use Council committees. The department has 64 employees.

The William Spence Company, 2002 to December 2010.

As an independent consultant, I primarily worked with private landowners to obtain discretionary approvals or legislative actions. The applications that I wrote and processed varied widely in complexity, from basic Special Management Area assessments, to compound approvals for multi-million dollar facilities or housing projects. I worked closely with other professionals such as attorneys, engineers, or architects, as well as multiple government agencies.

Maui Planning Department, Senior Staff Planner, 1992 to 2002.

As a staff planner, I was responsible for a number of multi-year, regional projects that resulted in passing legislation. All of the projects required independent research and analysis using socio-economic or other data, mapping, and other sources of information. All of them involved multiple presentations and hearings before public-interest groups, citizen committees, planning commissions, and the Maui County Council:

- Interim Rezoning. There were three projects to rezone approximately 1,800 properties from the Interim zoning district to an appropriate district in accordance with the community plan designations.
- Community Plan Revisions. I staffed the Makawao-Pukalani-Kula, Paia-Haiku, and Molokai plans, from the initial citizen advisory committee, to planning commission and through the County Council.
- Upcountry Greenways Masterplan. This project was to identify and map a system of public recreational paths through the Upcountry area.

I was also responsible for virtually every type of discretionary permit or legislative action within the Maui Planning Department, including SMA permits, Land Use Commission and County special permits, Conditional Permits, and Changes in Zoning. Two applications involved extensive contested case hearings.

Myra Frank and Associates, Associate Planner, 1990 to 1992, Los Angeles, CA.

As an associate planner, I performed technical environmental analysis for various public works or public facilities as well as regional planning projects. Most of my work involved cumulative and project specific air quality analysis.

Formal Education – Bachelor of Science in Urban and Regional Planning, School of Environmental Design, California State Polytechnic at Pomona, graduated 1990.

Affiliations - American Planning Association (APA) since 1987, former board member of Art Maui, and the Hui Noeau Visual Art Center.

KYLE K. GINOZA

39 Maka Hou Place
Wailuku, HI 96793
(808) 344-1864 (cell)
ginoza@stanfordalumni.org

EDUCATION:

- 8/00-12/02 **UNIVERSITY OF CALIFORNIA AT LOS ANGELES (UCLA)** **Los Angeles, CA**
Masters in Business Administration conferred in December 2002. Coursework included: Financial Management, Negotiation, Strategic Consulting, Accounting, Marketing, Personnel Management, and Economics. Thesis project dealt with strategic development for health care information technology companies in New Zealand.
- 9/92-6/97 **STANFORD UNIVERSITY** **Stanford, CA**
Master of Science in Mechanical Engineering conferred in June 1997. Bachelor of Science in Mechanical Engineering conferred in June 1996. Coursework included: Mechanical Engineering Design, Mechanics of Materials, Fluid Mechanics, Heat Transfer, Structural Analysis, Design of Steel Structures, Computer Science, Japanese, German, and Spanish. Thesis project involved development of an enhanced design of an automatic teller machine (ATM) for NCR Scotland.

WORK EXPERIENCE:

- 1/11-present **COUNTY OF MAUI, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT** **Wailuku, HI**
Director - Responsible for managing the existing solid waste and wastewater programs in Maui County and for developing new programs to promote an effective waste management strategy for Maui County.
- Oversight of roughly 225 department employees in two operating divisions, the Wastewater Reclamation Division and the Solid Waste Division.
 - Management of a department budget of approximately \$90 million.
 - Development of initiatives, such as waste-to-energy, curbside recycling, landfill development, and improved department program communication tools.
 - Service as the public liaison of the department to members of the community and to State and Federal agencies.
 - Preparation of budget and various presentation materials for transmittal to and discussion with the Maui County Council.
- 4/09-12/10 **COUNTY OF MAUI, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT** **Wailuku, HI**
Project Engineer / Construction Manager - Responsible for project management through the planning, design, and construction phases of a number of capital improvement projects for the County of Maui, Wastewater Reclamation Division.
- Management of over \$6 million in construction projects over the last two years.
 - Management of \$500,000 in design projects over the last two years.
 - Preparation of regulatory documentation for compliance with State Department of Health requirements.
- 1/07-3/09 **MUNEKIYO & HIRAGA, INC.** **Wailuku, HI**
Project Manager - Responsible for assisting private landowners and government departments in managing the land use entitlement or regulatory permitting process as well as other planning consulting work elements.
- Preparation and coordination of environmental, governmental, regulatory documentation, such as Environmental Impact Statements (EIS) and Environmental Assessments (EA), Special Management Area Permit applications, and building permit applications.
 - Cooperation with various Federal, State, and County departments and community groups toward support and approval of land development or redevelopment plans.
 - Presentation to various community groups and County government bodies, such as the Maui Planning Commission, Board of Variance and Appeals, Urban Design Review Board, and Maui Redevelopment Agency.

KYLE K. GINOZA

39 Maka Hou Place
Wailuku, HI 96793
(808) 344-1864 (cell)
ginoza@stanfordalumni.org

WORK EXPERIENCE (CONTINUED):

- 7/03-12/07 **COUNTY OF MAUI, DEPARTMENT OF TRANSPORTATION** **Wailuku, HI**
Director - Responsible for setting the vision of and executing the objectives of the transportation program in concert with directives set forth by the Mayor of Maui County. The department was created in July 2003.
- Development of the protocols for the operation of the department.
 - Development of the public transit system for the island of Maui.
 - Transit patronage peaked to 60,000 boardings per month from 2,500 boardings per month during tenure as director.
 - Promotion of the public bus system.
 - Collaboration with the State of Hawaii government to procure funding for various harbor improvements.
 - Service as the public liaison of the department to members of the community.
 - Preparation of budget and various presentation materials for transmittal to and discussion with the Maui County Council.
 - Management of a department budget that grew from \$4 to \$8 million during tenure as director.
 - Acquisition of over \$6 million in Federal funding for the public transit system through successful grant writing.
 - Cooperation with various departments and community groups toward assuaging the demands of Maui County residents and visitors.
 - Negotiation of the contract terms with both private and non-profit entities.

- 7/97-5/03 **HONEYWELL INTERNATIONAL** **Torrance, CA**
Project Engineer - Responsible for managing various interdisciplinary teams in the design and manufacture of turbomachinery for commercial aircraft and for representing the company in consults with customers and vendors.
- Formulation and tracking of program schedule and coordination with team members to fulfill requirements.
 - Administration of weekly staff meeting to promote cohesiveness and team development.
 - Management of \$3 million program budget and evaluation of potential schedule and financial risks.
 - Presentation of program information to internal and external customers (Boeing, Airbus Europe, Lockheed, U.S. Navy, and Army).
 - Performance of development and qualification testing of hardware.
 - Development of qualification reports for Federal Aviation Administration (FAA) certification.
 - Management of air cycle machine acoustics to ensure the product will meet the component specification.
 - Development and tracking of the turbomachinery product line STRAP (strategic plan).

LICENSES:

- 7/05 **PROFESSIONAL ENGINEER – STATE OF HAWAII**
2/00 **PROFESSIONAL ENGINEER – STATE OF CALIFORNIA (inactive)**
2/07 **REAL ESTATE SALESPERSON – STATE OF HAWAII (inactive)**
7/08 **CERTIFIED PLANNER – AMERICAN INSTITUTE OF CERTIFIED PLANNERS (AICP) (inactive)**

ADDITIONAL INFORMATION:

- Proficient at Microsoft Word, Excel, PowerPoint, MS Project, Outlook, Front Page, and Dreamweaver.
- 1992 Maui High School Valedictorian.
- Hobbies include shoreline fishing, diving, golfing, running, piano playing, and spending time with family.

EASEMENT

This Indenture, made this 20th day of April, 1991, by and between ALEXANDER & BALDWIN, INC., a Hawaii corporation, whose mailing address is 822 Bishop Street, Honolulu, Hawaii 96813, hereinafter called "Grantor", and COUNTY OF MAUI, a political subdivision of the State of Hawaii, whose business and post office address is 200 South High Street, Wailuku, Maui, Hawaii 96793, hereinafter called "Grantee",

W I T N E S S E T H :

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) to it paid by the Grantee and for other valuable consideration, receipt whereof is hereby acknowledged, and the covenants hereinafter contained to be observed and performed by the parties hereto, does hereby grant and convey unto the Grantee, its successors and assigns:

A perpetual nonexclusive easement from Waikapu Road, also known as Waiko Road to property owned by the County of Maui known as the Waikapu Landfill site and identified as Tax Map Key No. (2)3-8-07-92, over and across property owned by Grantor and identified as Tax Map Key No. (2)3-8-07-103, hereinafter referred to as the "Easement Area", more particularly shown on Exhibit "A" attached hereto and incorporated herein by reference, situate at Wailuku and Waikapu, Island and County of Maui, State of Hawaii, for ingress and egress purposes only.

TO HAVE AND TO HOLD, unto the Grantee and its successors and assigns for the purposes hereinabove provided and for so long as so used and not otherwise.

EXCEPTING AND RESERVING, HOWEVER, from this grant the right of the Grantor, full use of the land within the Easement Area and the right to grant to others easements for any purposes within

the Easement Area, subject to the rights of the Grantee herein set forth.

In consideration of the rights hereby granted and the acceptance thereof and the obligations hereby assumed, the parties hereto do further mutually covenant and agree as follows:

1. That the Grantee shall, at its own cost, maintain the Easement Area in condition acceptable to Grantor. The Grantee will use due care and diligence in the use and maintenance of the Easement Area, in keeping and maintaining the same in good and safe condition and repair and in the exercise of its rights hereunder.

2. That the Grantee will comply with all laws and ordinances and governmental rules and regulations in its use and maintenance of the Easement Area, and shall indemnify and hold harmless the Grantor for any losses or expenses or fines, including but not limited to attorneys' fees and costs, suffered or incurred in connection with the granting, use or maintenance of the Easement.

3. That the Grantee will indemnify and hold the Grantor harmless from any and all claims and demands against the Grantor for loss or damage or injury to persons or Grantor's agents and employees, arising out of the maintenance or use of the Easement Area or in any other manner in connection with this easement not caused by the negligence of the Grantor or its agents or employees acting within the course and scope of their employment, and from and against all damages, costs, attorneys' fees, expenses and liabilities incurred in or resulting from any such claim or demand or any action or proceeding brought thereon.

4. That if at any time the Easement Area or any part thereof or interest therein, shall be taken or condemned by any authority having the power of eminent domain, then and in every such case all compensation and damages payable for or on account of such part of the Easement Area so taken or condemned, shall be payable solely to the Grantor and the interest of the Grantee in

the Easement Area or such part so taken or condemned shall thereupon cease.

5. The Grantee hereby agrees and acknowledges that the Grantor has not made and will not make, any representation or warranty with respect to the condition of the Easement Area, including but not limited to, any express or implied warranty of merchantability or fitness for a particular purpose. The Grantee acknowledges that the Grantor and its subsidiaries conduct active agricultural and processing operations on lands surrounding the Easement Area, which activities in the normal course may from time to time bring about on the Easement Area smoke, heat, agricultural chemicals, particulates and similar substances. The Grantee further acknowledges and agrees that this agreement is subject to any effect that the presence of such substances may from time to time have upon the Easement Area or the operations and activities conducted thereon. The Grantee will accept this agreement with full assumption of the risks, and consequences thereof, of said operations (which operations may include, but are not limited to, the growing of sugarcane), including but not limited to, dust caused as a result thereof, quality of water and the property damages as a result thereof, burning of sugarcane, use of equipment and use of chemicals normally used in said operations. The Grantee agrees to indemnify and hold harmless the Grantor for any and all losses, costs and/or damages, including but not limited to, reasonable attorneys' fees and court costs arising out of or in connection with any such claims brought by the Grantee, its employees, agents, licensees, tenants, or third persons.

6. The Grantee shall at all times keep the Easement Area free of any and all flammable explosives, radioactive materials, asbestos, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, including, without limitation, any substances defined as or included in the definition of "hazardous sub-

defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" (collectively, "Hazardous Materials") under any federal, state or local laws, ordinances or regulations, now or hereafter in effect, relating to environmental conditions, industrial hygiene or Hazardous Materials on, under or about the premises and improvements thereon, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section 6901, et seq., the Clean Water Act, 33 U.S.C. Section 1251, et seq., the Clean Air Act, 42 U.S.C. Section 7401, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601 through 2629, the Safe Drinking Water Act, 42 U.S.C. Sections 300f through 300j, Hawaii Revised Statutes Chapter 128-D and any other federal, state and local laws and ordinances and the regulations now or hereafter adopted, published and/or promulgated with respect to Hazardous Materials (collectively, the "Hazardous Materials Laws"). The Grantee shall keep and maintain the Easement Area, including, without limitation, the groundwater on or under the premises, in compliance with, and shall not cause or permit the Easement Area to be in violation of, any Hazardous Materials Laws. The Grantee shall not transport, use, generate, manufacture, treat, handle, refine, produce, process, store, discharge, release, dispose of or allow to exist on, under or above the Easement Area, any Hazardous Materials.

The Grantee shall immediately advise the Grantor in writing of (a) any and all enforcement, clean up, removal, mitigation, or other governmental or regulatory action instituted, contemplated or threatened pursuant to any Hazardous Materials Laws affecting the Easement Area, (b) all claims made or threatened by any third party against the Grantee, the Grantor or the Easement Area

relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials or violation of or compliance with any Hazardous Materials Laws, and (c) the Grantee's discovery of any occurrence or condition on the Easement Area or any real property adjoining or in the vicinity of the Easement Area which could subject the Grantor, the Grantee or the Easement Area to any restrictions on ownership, occupancy, transferability or use of the Easement Area under any Hazardous Materials Laws. The Grantee shall indemnify and hold harmless the Grantor, its directors, officers, employees, agents, successors and assigns from and against, any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, manufacture, treatment, handling, refining, production, processing, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, under or about the Easement Area, including, without limitation: (i) all fines which may be imposed and all costs of any required or necessary repair, clean up or detoxification of the Easement Area, and the preparation and implementation of any closure, remedial or other required plans; and (ii) all reasonable costs and expenses incurred by the Grantor in connection with clause (i) and any other actions arising as a result of Grantee's actions, including, without limitation, reasonable attorneys' fees. At any time during the term of this easement, Grantor may require Grantee to (A) remove all Hazardous Materials from the Easement Area, (B) restore the Easement Area to a good and orderly condition even-grade and to substantially the same condition the Easement Area was in as of the date of this Easement, (C) remediate and clean-up any contamination, spills or leakages upon the Easement Area so as to render the Easement Area in compliance with all applicable Hazardous Materials Laws, and (D) provide the Grantor with a written certification (dated no earlier than the date the Grantee fully vacates the premises) from an independent licensed engineer or

other environmental expert approved by the Grantor that Grantee is in compliance with clauses (A) and (C) and that there exists no violation of any Hazardous Materials Laws pertaining to the Easement Area.

All of the agreements and obligations of the Grantee under this paragraph 8 shall survive, and shall continue to be binding upon the Grantee notwithstanding, the termination of this easement.

7. Any easement right herein granted will automatically terminate in the event it, or any portion or portions thereof, is unused for a period of twenty-four (24) months. In such event, if so requested by the Grantor, the Grantee, if requested by Grantor, shall without delay restore the surface of the grounds within the Easement Area to its original condition to the extent that such restoration is reasonably possible. The Grantee shall also, without delay, execute and file an appropriate release and termination of this grant of easement with the Bureau of Conveyances of the State of Hawaii.

8. That this grant of easement is upon the condition that should the Grantee become bankrupt or fail faithfully to observe or perform any of the covenants, agreements, or conditions herein contained, and on the part of the Grantee to be observed and performed, within thirty (30) days after written notice of breach thereof, the Grantor may at once without legal process at its option terminate this easement and record an appropriate instrument reflecting such termination, without prejudice to any other right of action or remedy for any such breach or by any other breach of covenant or condition. In the event of such bankruptcy or breach, the Grantor shall have the right to at once without legal process remove any of the Grantee's property on said lands, or property placed thereby or through the Grantee and store the same in a public warehouse or any other place at the risk and cost and for the account of the Grantee. Should the Grantor at any time terminate this easement for any breach, in

addition to any other remedy it may have, it may recover from the Grantee all costs and damages it may incur by reason of such breach, including reasonable attorneys' fees.

9. The Grantee shall not assign, sublet or mortgage the rights and privileges herein granted, or any part thereof or interest therein, without the prior written consent of the Grantor, which consent may be withheld in Grantor's sole discretion.

10. In the event that the Grantor decides to develop the Easement Area or any portion thereof, or decides in its sole discretion that the Easement Area should be relocated, and Grantor can provide an alternate route, the Grantor may, at any time upon at least thirty (30) days' notice to the Grantee require a relocation of the Easement Area at Grantee's sole cost and expense, which cost of relocating shall be payable to the Grantor promptly upon demand therefor by the Grantor. Thereafter, this agreement shall continue in full force and effect with respect to the area or premises to which the Easement Area is relocated. The Grantor shall not be required to pay or reimburse the Grantee for any losses due to special or consequential damages, business interruption, loss of good will or similar losses or damages resulting from any such relocation.

11. The Grantee's use of the Easement Area for access to the Waikapu Landfill (Tax Map Key No. (2)3-8-07-92) will be for private purposes only. Grantee will not take any action or allow any use of the Easement Area which may result in the Easement Area being constructed as or deemed to be a public right of way.


12. This Easement will terminate in the event that either public access to the Waikapu Landfill (Tax Map Key No. (2)3-8-07-92) becomes available in the future or Grantee obtains or may reasonably obtain alternative access to the Waikapu Landfill over public lands or by means of easement.

13. The foregoing covenants and agreements shall run with the Easement Area and shall be binding upon and shall inure to

the benefit of the Grantor and its successors and assigns and the Grantee and its successors and permitted assigns.

IN WITNESS WHEREOF, the Grantor and the Grantee have caused these presents to be executed by their proper officers on the day and year first above written.

ALEXANDER & BALDWIN, INC.


By 
Its VICE PRESIDENT
R. K. SASAKI

By 
Its ASST. SECRETARY
SUMAE TSUHA

COUNTY OF MAUI

By 
Its MAYOR
LINDA CROCKETT LINGLE

APPROVED AS TO FORM
AND LEGALITY


Deputy Corporation Counsel
County of Maui

Howard M. Fukushima

STATE OF HAWAII)
CITY & COUNTY OF HONOLULU) SS:

On this 30th day of April, 1991, before me appeared R. K. SASAKI and SUMAE TSUNAGA, to me personally known, who, being by me duly sworn, did say that they are the PRESIDENT and ASST. SECRETARY, respectively, of ALEXANDER & BALDWIN, INC., a Hawaii corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and said Officers acknowledged said instrument to be the free act and deed of said corporation.

C. S.

Concetta V. V...
Notary Public, State of Hawaii

My Commission Expires: 6-7-93

STATE OF HAWAII)
COUNTY OF MAUI) ss.

On this 17th day of December, 1991, before me personally appeared LINDA CROCKETT LINGLE, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the County of Maui, a political subdivision of the State of Hawaii, and that the seal affixed to the foregoing instrument is the lawful seal of the said County of Maui, and that the said instrument was signed and sealed on behalf of said County of Maui pursuant to Section 7-5.11 and Section 9-18 of the Charter of the County of Maui; and the said LINDA CROCKETT LINGLE acknowledged the said instrument to be the free act and deed of said County of Maui.

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

LS

Janet K. Peterson
Notary Public, State of Hawaii
My commission expires: 10/19/94

EXHIBIT "A"

Easements C and D of Kopaa Subdivision No. 2, over and across a portion of Grant 3152 to Henry Cornwell at Waikapu, Wailuku, Maui, Hawaii.

Easement C

Beginning at the northeasterly corner of this easement, on the southerly boundary of Lot 4 of Kopaa Subdivision No. 2, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE" being 9750.80 feet South and 941.85 feet East, and running by azimuths measured clockwise from True South:

1. 322° 07' 459.45 feet over and across Lot 1-C of Kopaa Subdivision No. 2;
2. Thence over and across same on a curve to the right having a radius of 6020.00 feet, the chord azimuth and distance being 326° 11' 07.5" 854.28 feet;
3. Thence over and across same on a curve to the left having a radius of 20.00 feet, the chord azimuth and distance being 303° 15' 50.5" 18.15 feet;
4. Thence along the northerly side of Waiko Road on a curve to the left having a radius of 2780.00 feet, the chord azimuth and distance being 95° 16' 16" 97.30 feet;
5. Thence over and across Lot 1-C of Kopaa Subdivision No. 2 on a curve to the left having a radius of 20.00 feet, the chord azimuth and distance being 211° 59' 27.5" 35.41 feet;
6. Thence over and across same on a curve to the left having a radius of 5980.00 feet, the chord azimuth and distance being 145° 54' 54.5" 792.32 feet;
7. 142° 07' 506.51 feet over and across same and along Lot 1-B of Kopaa Subdivision No. 2;
8. 281° 45' 61.76 feet along Lot 4 of Kopaa Subdivision No. 2 to the point of beginning and containing an area of 1.230 Acres.

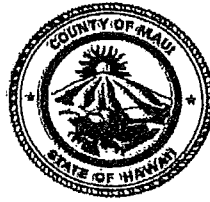
EXHIBIT " A "

Easement D

Beginning at the southeasterly corner of this easement, on the southerly boundary of Lot 4 of Kopaa Subdivision No. 2, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE" being 9,750.80 feet South and 941.85 feet East, and running thence by azimuths measured clockwise from True South:

1. 101° 45' 61.76 feet along Lot 1 of Kopaa Subdivision No. 2;
2. 142° 07' 253.49 feet along the remainder of Lot 4;
3. Thence along same, along a curve to the right with a radius of 1,784.00 feet, the chord azimuth and distance being: 162° 38' 1,250.51 feet;
4. 183° 09' 450.00 feet along same;
5. Thence along same, along a curve to the left with a radius of 1,210.00 feet, the chord azimuth and distance being: 161° 22' 898.06 feet;
6. 139° 35' 42.86 feet along same;
7. 185° 45' 55.45 feet along the remainder of Grant 3152 to Henry Cornwell;
8. 319° 35' 81.27 feet along the remainder of Lot 4;
9. Thence along same, along a curve to the right with a radius of 1,250.00 feet, the chord azimuth and distance being: 341° 22' 927.74 feet;
10. 3° 09' 450.00 feet along same;
11. Thence along same, along a curve to the left with a radius of 1,744.00 feet, the chord azimuth and distance being: 342° 38' 1,222.47 feet;
12. 322° 07' 300.55 feet along same to the point of beginning and containing an area of 2.744 acres.

ALAN M. ARAKAWA
Mayor
KYLE K. GINOZA, P.E.
Director
MICHAEL M. MIYAMOTO
Deputy Director

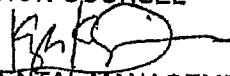


TRACY TAKAMINE, P.E.
Solid Waste Division
ERIC NAKAGAWA, P.E.
Wastewater Reclamation Division

COUNTY OF MAUI
DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT
2200 MAIN STREET, SUITE 100
WAILUKU, MAUI, HAWAII 96793

November 9, 2012

MEMO TO: JAMES GIROUX
DEPARTMENT OF CORPORATION COUNSEL

FROM: KYLE GINOZA, DIRECTOR 
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

SUBJECT: WAIKO INDUSTRIAL INVESTMENT, LLC
EASEMENT COMMENT

Thank you for the opportunity to add our comments relative the proposed modification to our access easement from Waiko Road. In looking at the proposed subdivision plan, the proposed relocation of our access easement is acceptable provided:

- 1) All turning radii will accommodate large vehicles accessing our landfill.
- 2) The replacement roadway surface is sufficient to handle the weight of our large vehicles that access the landfill.
- 3) The continuity of flow from Waiko Road to the remainder of the landfill access easement.

Coordination should be with our Solid Waste Division.

EXHIBIT 4

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing document was served on the following as indicated below:

B. MARTIN LUNA CARLSMITH BALL LLP Attorney for the Petitioner One Main Plaza, Suite 400 2200 Main Street Wailuku, Hawaii 96793	Mail
GREGORY K. SCHLAIS CARLSMITH BALL LLP Attorney for the Petitioner ASB Tower, Suite 2200 1001 Bishop Street Honolulu, Hawaii 96813	Mail
MARLIN NEW MANAGEMENT, INC., Manager WAIKO INDUSTRIAL INVESTMENT, LLC P.O. Box 220 Kihei, Hawaii 96753	Mail
JESSE SOUKI Director Office of Planning State of Hawaii 235 South Beretania Street, Room 406 Honolulu, Hawaii 96813	Mail
BRYAN YEE, Deputy Attorney General Department of the Attorney General 425 Queen Street Honolulu, Hawaii 96813	Mail
MAUI PLANNING COMMISSION County of Maui 250 South High Street Wailuku, Hawaii 96793	Mail
JAMES A. GIROUX Deputy Corporation Counsel Department of the Corporation Counsel County of Maui 200 South High Street Wailuku, Hawaii 96793	Hand Delivery

