

JOHN WAINEE  
GOVERNOR OF HAWAII



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

WILLIAM W. PATY, CHAIRPERSON  
BOARD OF LAND AND NATURAL RESOURCES

DEPUTIES  
John P. Keppeler, II  
Dona L. Hanaïke

AQUACULTURE DEVELOPMENT  
PROGRAM  
AQUATIC RESOURCES  
CONSERVATION AND  
ENVIRONMENTAL AFFAIRS  
CONSERVATION AND  
RESOURCES ENFORCEMENT  
CONVEYANCES  
FORESTRY AND WILDLIFE  
HISTORIC PRESERVATION  
PROGRAM  
LAND MANAGEMENT  
STATE PARKS  
WATER AND LAND DEVELOPMENT

RECEIVED

'92 MAR 25

FILE NO: FCMA-3/4/92-2549  
DOC. ID.: QUALITY CONTROL

MAR 24 1992

MEMORANDUM

TO: Mr. Brian J. J. Choy, Director  
Office of Environmental Quality Control

FROM: William W. Paty, Chairperson  
Board of Land and Natural Resources

SUBJECT: Document for Publication in the OEQC Bulletin  
Environmental Assessment for Conservation District Use  
Application MA-3/4/92-2549 for Lower Kula Water Treatment  
Plant; TMK: 2-4-16: 02 (Easement C)

The above mentioned Chapter 343 document was reviewed and a negative declaration was declared based upon the environmental assessment provided with the CDUA.

Please feel free to call me or Roy Schaefer of our Office of Conservation and Environmental Affairs, at 587-0377, if you have any questions.

1992-04-08-MA-FEB-Lower Kula Water  
Treatment Plant

MA-2549

APR - 8 1992

**LOWER KULA WATER TREATMENT PLANT**  
**CONSERVATION DISTRICT USE APPLICATION**

prepared on behalf of the

**Board of Water Supply**  
**County of Maui**

by

**ECM, Inc.**  
1149 Bethel Street Suite 518  
Honolulu HI 96813  
(808) 531-8070  
Fax: 526-0702



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February 1983

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

DEPARTMENT MASTER APPLICATION FORM

FOR DLNR USE ONLY

Reviewed by \_\_\_\_\_  
Date \_\_\_\_\_  
Accepted by \_\_\_\_\_  
Date \_\_\_\_\_  
Docket/File No. \_\_\_\_\_  
180-Day Exp. \_\_\_\_\_  
EIS Required \_\_\_\_\_  
PH Required \_\_\_\_\_  
Board Approved \_\_\_\_\_  
Disapproved \_\_\_\_\_  
Well No. \_\_\_\_\_

(Print or Type)

I. LANDOWNER/WATER SOURCE OWNER

(Although State-owned land, project is entirely within an easement granted to County of Maui Board of Water Supply. See CUDA #I.G., p.5)

Name County of Maui  
Department of Water Supply  
Address P. O. Box 1109  
Wailuku, Maui Hi 96793-7109

Telephone No. 243-7816

SIGNATURE *Dan O'Connell*

Date 1/10/82

II. APPLICANT (Water Use, omit if applicant is landowner)

Name County of Maui  
Department of Water supply  
Address P. O. Box 1109  
Wailuku, Maui Hi 96793-7109

Telephone No. 243-7816

Interest in Property \_\_\_\_\_  
Perpetual Easement

(Indicate interest in property; submit written evidence of this interest)

\*SIGNATURE *Dan O'Connell*  
Director  
Date 1/10/82

\*If for a Corporation, Partnership, Agency or Organization, must be signed by an authorized officer.

III. TYPE OF PERMIT(S) APPLYING FOR

- ( ) A. State Lands
- (x) B. Conservation District Use
- ( ) C. Withdraw Water From A Ground Water Control Area
- ( ) D. Supply Water From A Ground Water Control Area
- ( ) E. Well Drilling/Modification

IV. WELL OR LAND PARCEL LOCATION REQUESTED

District Makawao  
Island Maui  
County Maui

Tax Map Key TMK 2nd 2-04-16:02

Area of Parcel 33.62 acres  
(Indicate in acres or sq. ft.)

Term (if lease) (perpetual easement)

## **V. Environmental Requirements**

Pursuant to Chapter 343, Hawaii Revised Statutes, and in accordance with Title 11; Chapter 200, Environmental Impact Statement Rules for applicant actions; an Environmental Assessment of the proposed use is attached. The Environmental Assessment includes:

1. **Proposing Agency:** County of Maui, Department of Water Supply
2. **Approving Agency:** for EA: Director, Department of Water Supply, on behalf of the County of Maui, Board of Water Supply  
for CDUA: State of Hawaii Department of Land and Natural Resources  
Office of Conservation & Environmental Affairs
3. **Agencies consulted:** (see EA Appendix 1)
4. **General Description of the proposed action:**
  - A. **Technical:** Construction of 6 mgd surface water treatment plant, associated structures and 1.7 mile access road improvements (see EA pages 1, 4, 11 - 13e).
  - B. **Economic:** Expenditure of approximately \$17.6 million, plus commitment to operate and maintain over an estimated 30 - 50 year life cycle.
  - C. **Social:** Public use; proposed plant will provide drinking water to Lower Kula / Makawao water system patrons in compliance with water quality standards set by the EPA Safe Drinking Water Act, Surface Water Treatment Rule, and Hawaii Public Health Regulations (see EA pages 1, 4, 8 - 10; 21-22).
  - D. **Environmental Characteristics:** Construction of project elements (see EA pages 11-13e) on existing 33.62 acre conservation land easement; filter washwater recovered on-site (EA pages 14-20); EA Findings: no adverse effect (EA pages 21-22)
5. **Summary description of the environment:** (see EA pages 2, 8 - 10, 21 - 22)
  - A. **Site Maps:** Location, USGS Topo Map, Sites Overlay, Survey Map (EA pages 5a - 5d)
  - B. **Site Layout:** Site Layout, Aerial Photograph, Site Layout Overlay, Process Schematic, Hydraulic Profile (see EA pages 13a - 13e)
6. **Summary of the major impacts:** (see EA pages 8 - 10 and 21 - 22)
7. **Alternatives considered:** (see EA pages 6 to 7; alternative sites illustrated on pages 5a to 5d)
8. **Mitigation measures proposed:** (none necessary)
9. **Agency determination:** Socially necessary, no adverse environmental effects (pages 20-21)
10. **Findings and reasons to support the determination:** (see EA Findings on pages 21 - 22)
11. **Agencies to be consulted if an EIS is prepared.** (see EA Appendix 1)

## VI. Summary of Proposed Use

The Department of Water Supply of the County of Maui intends to construct and operate the Lower Kula Water Treatment Plant (WTP) to treat collected surface water for domestic water supply in upcountry Maui. The raw surface water is runoff collected from stream intakes in the Waikamoi watershed and collected in the 50 million gallon (mg) Piihola Reservoir. Construction will be entirely within the existing 33.62 acre easement for the Piihola Reservoir and adjacent to its downslope embankment. This easement is on state-owned property in the Hamakua Poko district of Makawao. The land is zoned conservation (resource subzone), and is entirely within the Makawao Forest Reserve.

Treatment will be by direct filtration. The plant will supply up to six (6) million gallons per day (mgd) in normal operation. Treated water will conform to standards specified by the U.S. Environmental Protection Agency in accordance with the Safe Drinking Water Act, the Surface Water Treatment Rule (SWTR), and State of Hawaii Public Health Regulations, Chapter 20. Present treatment does not meet federal (SWTR) standards which take effect in June 1993. The plant is scheduled for completion on or before this compliance deadline.

In addition to construction of the water treatment plant, a 1.5 mg treated water storage tank, a tank to contain water for backwashing filters, a filter backwash water neutralization and reclamation bed, and infrastructure upgrades (roadway, electricity, and telephone) sufficient to support this facility will be located on site. Improvement of 1.7 miles of road will also be required to provide adequate access for plant construction, employees, and delivery of treatment chemicals.

This facility is required to comply with federal law and will be of significant benefit to the health and welfare of the community. Construction and operation of this facility will have no significant environmental impacts.

## INFORMATION REQUIRED FOR ALL USES

### **I. Description of Parcel**

#### **A. Existing structures/Use.**

The 33.62 acre easement is presently occupied by Piiholo Reservoir, a small shed to cover access to transmission line valves, and a second small unused shed, presumably for storage (these can be seen on the aerial photograph on page 13c of the EA). A fence surrounds the reservoir. The major portion of reservoir construction was completed during Fiscal Year (FY) 1969, with project completion and service to patrons by FY 1971.

#### **B. Existing utilities.**

Electricity, water, telephone, and sewer service are not presently available on site. An existing electric power line runs to the site but is not connected. Drainage ditches were constructed above the reservoir to prevent runoff from entering the reservoir. These do not appear to be within the easement. There do not appear to be any other drainage control provisions.

#### **C. Existing access.**

Access to the reservoir is by a 1.7 mile unnamed road which connects to Piiholo Road. The first 0.2 mile segment is paved (to Ehu Road), followed by a single-lane gravel/dirt road with a few heavily-rutted portions which require a four-wheel drive vehicle for passage. During periods of heavy or prolonged rainfall, portions of this access road have significant drainage problems and can become impassable. The first 1.1 mile segment is county-owned, and 0.6 mile is on an easement for reservoir access within the state-owned forest reserve, with a locked gate at the entrance to the forest reserve. Another jeep trail enters the makai (north) end of the site from the Wailuku side and exits on the Hana side. These roads / trails can be seen on the aerial photograph on page 13c and/or on the USGS map on page 5c of the Environmental Assessment. (All distances are approximate.)

#### **D. Vegetation.**

The construction area was cleared during construction of the reservoir between 1968 and 1971. Few native species are included among the regrowth of Eucalyptus, gorse, shrubs, and alien grasses. A botanical survey was conducted, comprised of eleven transects with particular attention to areas closest to intact native vegetation. The survey concluded that no rare, threatened or endangered plant species were present on the site.

**E. Topography.** (See attached site plan / topographical contour map.)

**F. Shoreline.** (No shoreline area is involved.)

**G. Existing covenants, easements, restrictions.**

The site for the Lower Kula Water Treatment Plant (LK-WTP) is the existing 33.62 acre easement for the Piiholo Reservoir on state-owned property in the Hamakua Poko district of Makawao. This land is zoned conservation (resource subdesignation) and is entirely within the Makawao Forest Reserve.

The Grant of Easement provides the County of Maui Board of Water Supply a non-exclusive perpetual easement for public water supply purposes, specifying: "For the use, construction, operation and maintenance of water transmission lines and reservoir lot in connection with Phase IV, Lower Kula Transmission Line Project...".

Grant of Easement #75-9373 was entered into November 20, 1975 and recorded November 2, 1977 on Land Office Deed 26544 (L. 11102, p. 77-85, C.S.F. No. 16579 [DAGS Survey Division, granted March 17, 1972 and amended August 6, 1975]).

The legal designation is Easement C on Tax Map Key (TMK): 2nd 2-04-16:02). The grant of easement includes transmission line easements (Easements A and B), and indicates a total of 36.07 acres. Grant, Survey, and Map included with submission.

**H. Historic sites affected.**

The site is a previously-disturbed area with no historic sites in the proposed project area.

**II. Description:** Construction activity (elaborated in the EA) includes:

**Site Improvements** including site grading, drainage, paving of roads and parking area, landscaping, and utility service will be provided.

**Operations Building:** An operations building will be constructed, including the following: office, dayroom, small laboratory, restrooms with showers and lockers, workshop / machine shop, electrical systems (including emergency generator), control and instrumentation systems, heating, ventilation, and instrument air conditioning, chemical systems (tanks, feed pumps, metering), a separate chemical storage and generator / flammables storage buildings (both with a 40' separation from the main structure).

**Water Treatment Facilities** will be constructed, including: rapid mixer, flocculation tanks, filter and pipe gallery, backwash water tank and pump, wash water reclamation tank, reclaimed washwater return pump station, washwater pump station, washwater neutralization and solids precipitation bed.

**A Treated Water Storage Tank** will be constructed to contain the treated water, provide sufficient disinfectant contact time, and increase system storage.

**Outside Piping** will be installed to connect the reservoir, chemical feed, treatment and filtration equipment, treated water storage tank, and transmission line.

The existing 1.7 mile Access Road will be improved along the same alignment as the existing road. Improved drainage, turning radii, sight distances, and a better road surface will be provided. (This road has deteriorated to an unsafe condition, and is a maintenance issue, not a CDUA item. Road construction and mass grading will be accomplished by a contract separate from other construction.)

|                                |                       |                                  |
|--------------------------------|-----------------------|----------------------------------|
| <b>III. Commencement Date:</b> | Normal schedule:      | August 2, 1992                   |
|                                | Accelerated schedule: | June 28, 1992                    |
| <b>Completion Date:</b>        | Normal schedule:      | December 29, 1994                |
|                                | Accelerated schedule: | April 21, 1994                   |
| <b>Operational Date:</b>       | Normal schedule:      | August 1994 (normal operation)   |
|                                | Accelerated schedule: | June 1993 (manual mode)          |
|                                |                       | February 1994 (normal operation) |

**IV. Type of Use Requested: Permitted Use**

DLNR Title 13, Chap. 2, Sect. 13-2-11 (c) (8); Subzone: Resource

According to the Administrative Rules of the Department of Land and Natural Resources (DLNR) Title 13, Chapter 2 (pursuant to HRS 183-41, as amended), this is a permitted use. Permitted uses for Resource (R) subzones include all those permitted under more protective designations. Permitted uses under §13-2-11 Protective (P) subzone (the most restrictive designation) include (under §13-2-11 (c) (8)): "Governmental use not enumerated herein where public benefit outweighs any impact on the conservation district."

**Area of Proposed Use:** 33.62 acres

**Name & Distance of Nearest Town or Landmark:** Piiholo Reservoir (on site); Makawao is approximately 2-3/4 miles Northwest (straight line distance).

**Boundary Interpretation:**

Construction will be entirely within conservation (resource subzone) land on the existing 33.62 acre easement within the Makawao Forest Reserve.

**Conservation District Subzone:** Resource

**County General Plan Designation:** (No official, site-specific designation, however:)

*The proposed construction is consistent with applicable county and community plans. The General Plan of the County of Maui, 1991 Update specifies its first water policy objective is "To provide an adequate supply of potable and irrigation water to meet the needs of Maui County's residents." Construction of this facility directly supports at least four specific policies, including four listed on page 10:*

- (a.) "Support the improvement of water transmission systems to those areas which historically experience critical water supply problems...",
- (b.) "Meet or exceed Federal quality standards for the potable water supply",
- (g.) "Seek new sources of water..." (although not a new source, this WTP will provide DWS greater control over an underutilized source and a net increase in water available to the community),
- (j.) "Support the planning, preservation, and development of water resources and systems which service Hawaiian Home Lands".

This facility also supports two major goals of the *Makawao-Pukalani-Kula Community Plan*. It will directly address the goals of insuring "adequate supply and quality of water" and improving "treatment of the domestic supply", which will be accomplished by this facility, although it does not implement the goal to "establish separate domestic and irrigation water systems". While the facility does not increase supply, increasing the ability of the County manage existing resources effectively is likely to result in increased water availability for the community.

**V. FILING FEE:** \$50.00 enclosed by County of Maui check, payable to the State of Hawaii.

JOHN WAIHEE  
GOVERNOR OF HAWAII



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

WILLIAM W. PATY, CHAIRPERSON  
BOARD OF LAND AND NATURAL RESOURCES

LIBERT K. LANDGRAF  
DEPUTY

AQUACULTURE DEVELOPMENT  
PROGRAM  
AQUATIC RESOURCES  
CONSERVATION AND  
ENVIRONMENTAL AFFAIRS  
CONSERVATION AND  
RESOURCES ENFORCEMENT  
CONVEYANCES  
FORESTRY AND WILDLIFE  
LAND MANAGEMENT  
STATE PARKS  
WATER AND LAND DEVELOPMENT

DOC.: 3046E

APPLICANT'S CHECKLIST  
CONSERVATION DISTRICT USE APPLICATION  
(CDUA)

- / X/ Eighteen (18) Copies of the CDUA (+4 for OEQC =22)
- / X/ \$50 Filing Fee
- N/A/ / \$50 Public Hearing Fee
- N/A/ / Shoreline Management Act Permit (From County Planning Agency)
- / X/ Tax Map Key(s) Determined (TMK 2<sup>nd</sup> 2-04-16:02)
- / X/ Conservation District Sub-Zone Determined (Resource)
- / X/ Landownership Determined (State)
- / X/ Agent Established (by County of Maui Department of Water Supply)
- / X/ Applicant Has Signed the CDUA
- / X/ Applicant Has Provided a Division Map
- / X/ Applicant Has Provided a Zone Map
- / X/ Applicant Has Provided a Section Map
- / X/ Applicant Has Provided a Plat Map
- / X/ Applicant Has Provided a Parcel Map
- / X/ Applicant Has Provided Project Plans (preliminary, in EA)
- / X/ Applicant Has Provided Project Photographs (aerial, w/overlay, in EA)
- / X/ Applicant Has Provided Eighteen (18) Copies of the Environmental Assessment (+4 for OEQC)
- N/A/ / Applicant Has Provided Eighteen (18) Copies of the Environmental Impact Statement
- / X/ Applicant has Filed a Previous CDUA: \_\_\_\_\_
- / X/ Other Makawao Forest Reserve Survey & Map  
Grant of Easement, Survey & Map  
Memorandum of Understanding (EMI Water Rights to BWS)

(This submission does not contain a page 8)

DOCUMENT FOR PUBLICATION IN THE OEQC BULLETIN

Date: 1 / 10 / 92

Prepared by: ECM, Inc.

The document is a (check all that apply)

|                       |       |                        |       |
|-----------------------|-------|------------------------|-------|
| Chapter 205A Document | ( )   | Negative Declaration   | ( X ) |
| Chapter 343 Document  | ( X ) | EIS Preparation Notice | ( )   |
| NEPA Document         | ( )   | Draft EIS              | ( )   |
|                       |       | Final EIS              | ( )   |
|                       |       | Acceptance Notice      | ( )   |

Is the document a supplemental EIS? Yes ( ) No ( X )

Title of Proposed Action or Project: Lower Kula Water Treatment Plant

Location: Island Maui District Makawao

Type of Action (check one): Applicant ( ) Agency ( X )

Name of Proposing Applicant or Agency: County of Maui Dept. of Water Supply

Name of Contact: Larry Winter, Project Engineer

Address: 200 South High Street

City: Wailuku State: Hawaii Zip Code: 96793

Phone: ( 808 ) 243-7835 Fax: 243-7833

Name of Preparer or Consultant: ECM, Inc.

Name of Contact: James M. Brock

Address: 1149 Bethel Street

City: Honolulu State: Hawaii Zip Code: 96813

Phone: ( 808 ) 531-8070

Accepting Authority: State of Hawaii Dept. of Land and Natural Resources  
Office of Conservation and Environmental Affairs

| Estimated Project Cost: |                      | Document Preparation Cost: |          |
|-------------------------|----------------------|----------------------------|----------|
| Federal Funds           | \$ _____             | Neg Dec/EA                 | \$ _____ |
| State Funds             | \$ <u>2,000,000</u>  | Draft EIS                  | \$ _____ |
| County Funds            | \$ <u>15,600,000</u> | Sup Draft EIS              | \$ _____ |
| Private Funds           | \$ _____             | Sup Final EIS              | \$ _____ |
| TOTAL                   | \$ <u>17,600,000</u> | TOTAL                      | \$ _____ |

EA Trigger (check all that apply)

- ( X ) Use of State or County Lands or Funds
- ( X ) Use of Conservation District Lands
- ( ) Use of Shoreline Setback Area
- ( ) Use of Historic Site or District
- ( ) Use of Lands in the Waikiki Special District
- ( ) Use Requiring an Amendment to a County General Plan

NOTE: For answers to any question on Page 10 or 11, please contact the Office of Environmental Quality Control at (808) 548-6915.

[OEQC Form 89-01 (1/89)  
Page 1 of 2]

- ( ) Use Requiring the Reclassification of Conservation Lands
- ( ) Construction or Modification of Helicopter Facilities
- ( ) Other \_\_\_\_\_

Brief Description of the Proposed Action or Project which will be Published in the OEQC Bulletin (limit of 500 words or less):

The Department of Water Supply of the County of Maui intends to construct and operate the Lower Kula Water Treatment Plant (WTP) to treat collected surface water for domestic water supply in upcountry Maui. The raw surface water is runoff collected from stream intakes in the Waikamoi watershed and collected in the 50 million gallon (mg) Piihola Reservoir. Construction will be entirely within the existing 33.62 acre easement for the Piihola Reservoir and adjacent to its downslope embankment. This easement is on state-owned property in the Hamakua Poko district of Makawao. The land is zoned conservation (resource subzone), and is entirely within the Makawao Forest Reserve.

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This facility is required to comply with federal law and will be of significant benefit to the health and welfare of the community. Construction and operation of this facility will have no significant environmental impacts.

Tax Map Key (TMK): 2nd 2-04-16:02

**FOR OEQC USE ONLY**

Date of Submission:  
 Date of Publication:  
 Last Day for Consulted  
 Party Request:  
 Comment Period Ends:  
 Acceptance Date:  
 Publication Date of  
 Acceptance:

OEQC # \_\_\_\_\_  
 Planner: \_\_\_\_\_

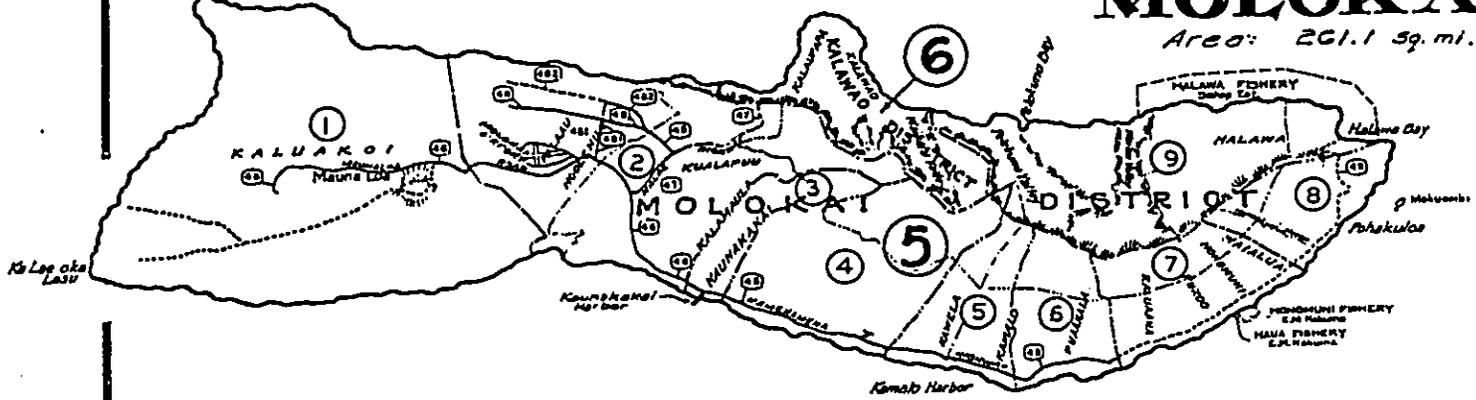
[OEQC Form 89-01 (1/89)  
 Page 2 of 2]

Completed  
Apr 1 1964

Ki Loo aka Ilo

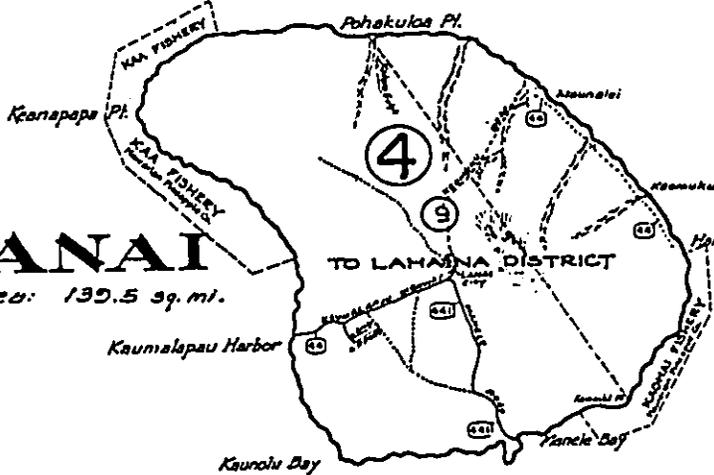
# MOLOKAI

Area: 261.1 sq. mi.



# LANAI

Area: 139.5 sq. mi.



# KAHO OLAWA

Area: 45 sq. mi.



Appr. by: W. Chassey  
Revised by: \_\_\_\_\_  
Appr. by: \_\_\_\_\_

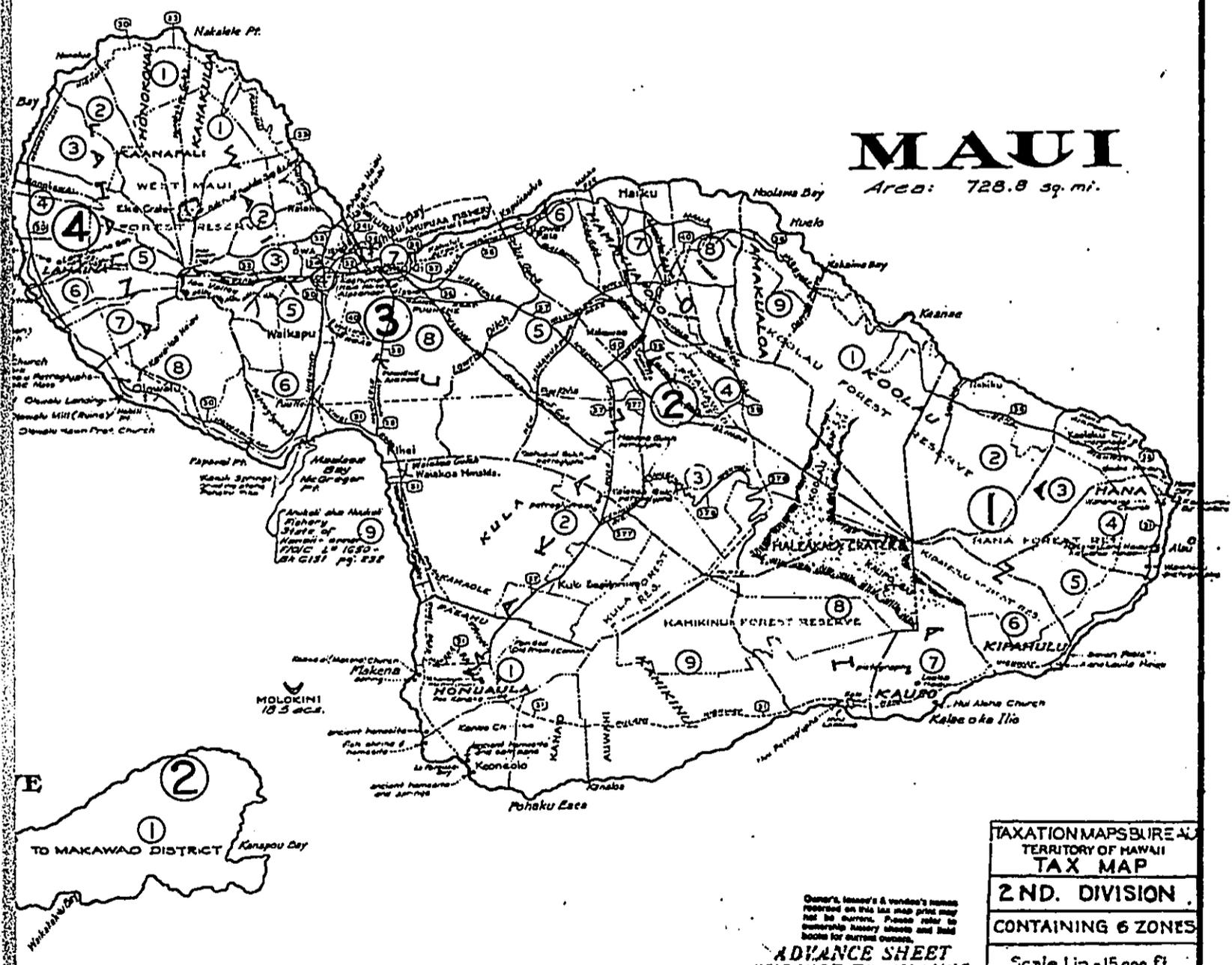
Dwg. No. 126A  
By: W. Chassey  
Source: Revised Survey Notes

True North  
Scale 1" = 1000'

AI  
mi.

# MAUI

Area: 728.8 sq. mi.



Owner's, lessee's & vendee's names recorded on this tax map print may not be correct. Please refer to appropriate history sheets and field books for current owners.  
**ADVANCE SHEET  
SUBJECT TO CHANGE**

|  |
|--|
| TAXATION MAPS BUREAU<br>TERRITORY OF HAWAII<br>TAX MAP |
| <b>2 ND. DIVISION</b>                                  |
| CONTAINING 6 ZONES                                     |
| Scale 1 in. = 15,000 ft.                               |





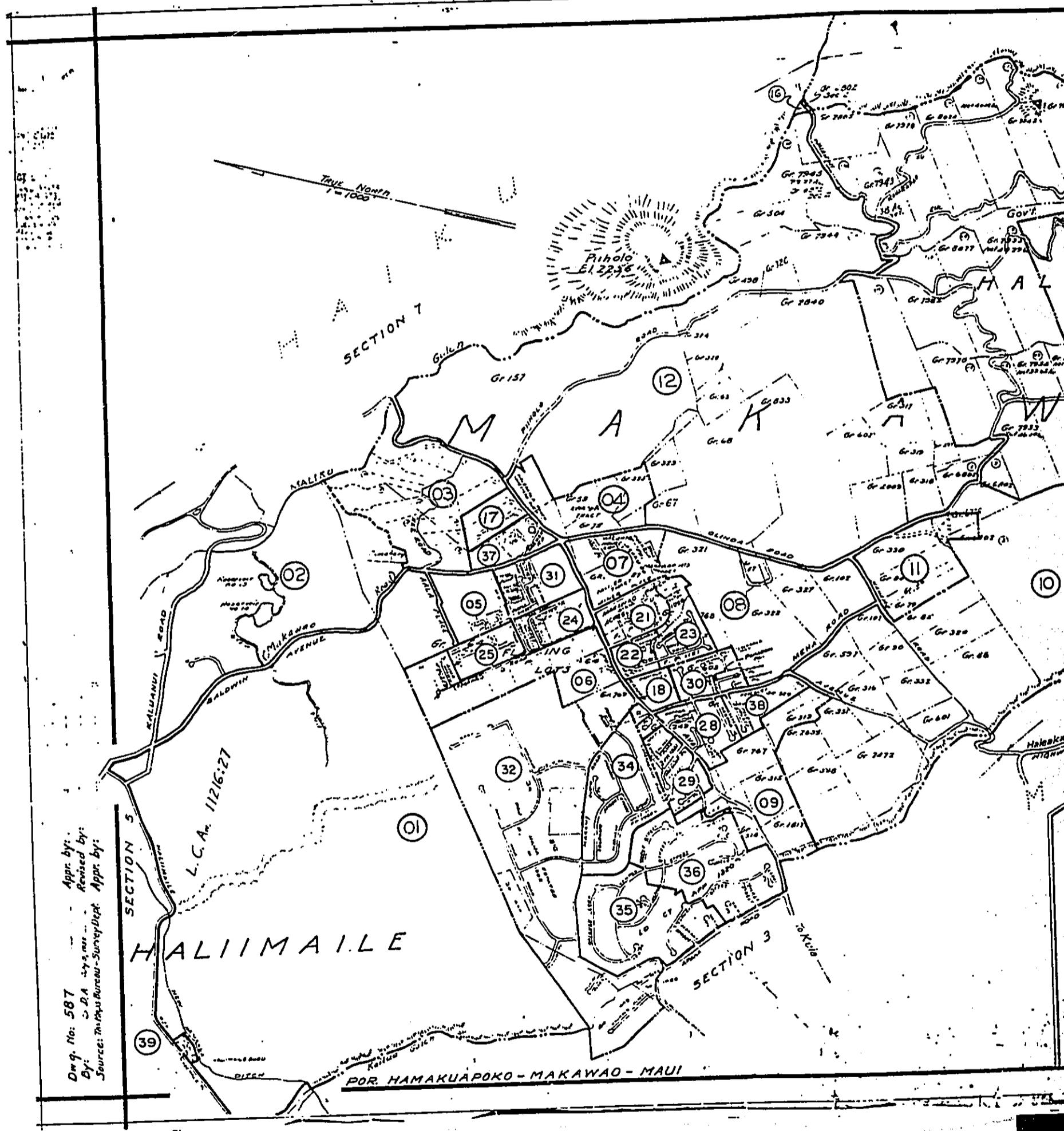
Dwg. No: 587  
By: D.A. ...  
Source: Topog. Bureau - Survey Dept.

SECTION 5

HALIIMAILLE

L.C. No. 11216:27

POB. HAMAKUAPOKO - MAKAWAO - MAUI



TRUE NORTH  
1" = 1000'

SECTION 7

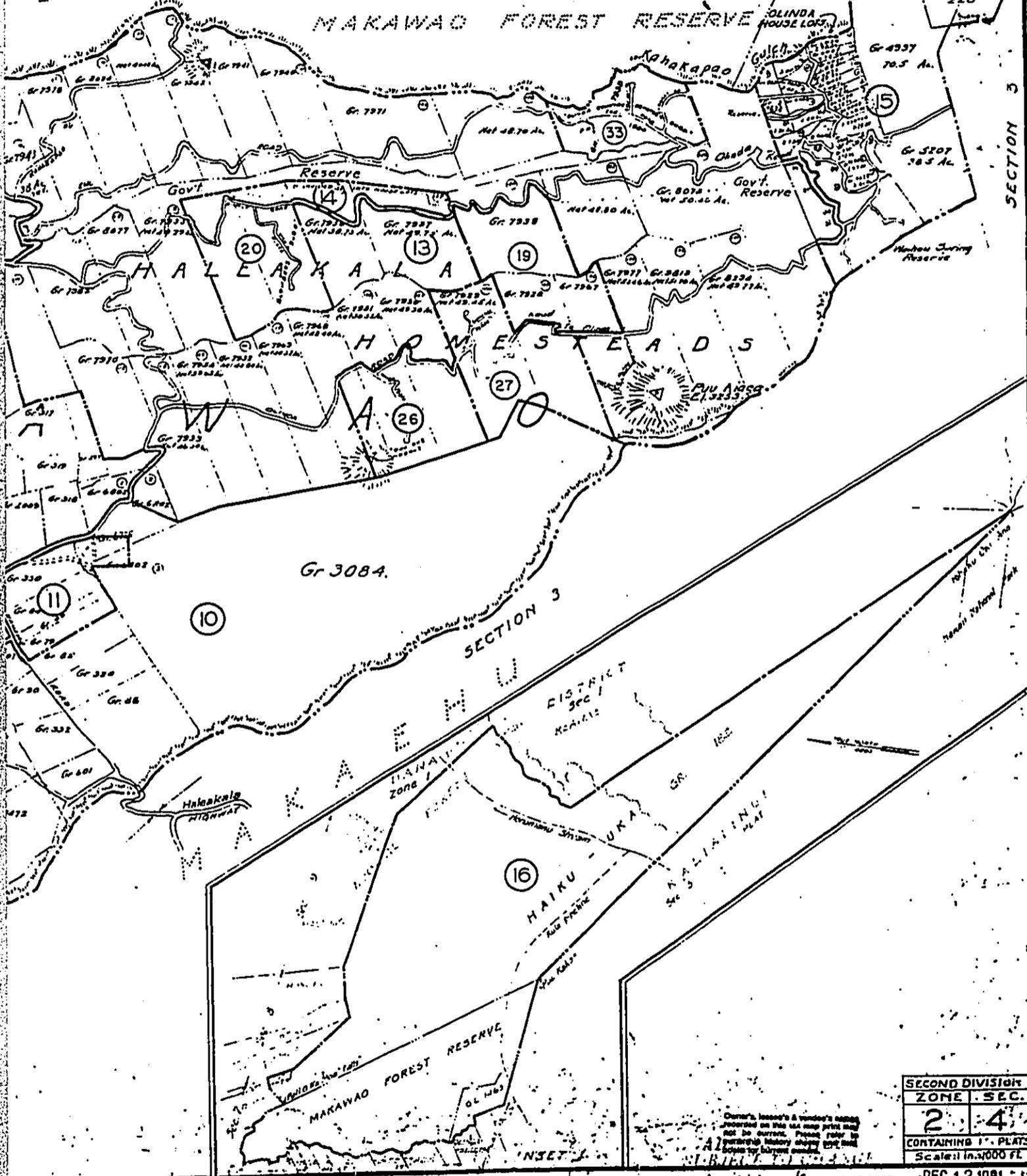
SECTION 3

SECTION 10

Piholo  
El. 2246

PLAT 16  
SEE INSET

# MAKAWAO FOREST RESERVE



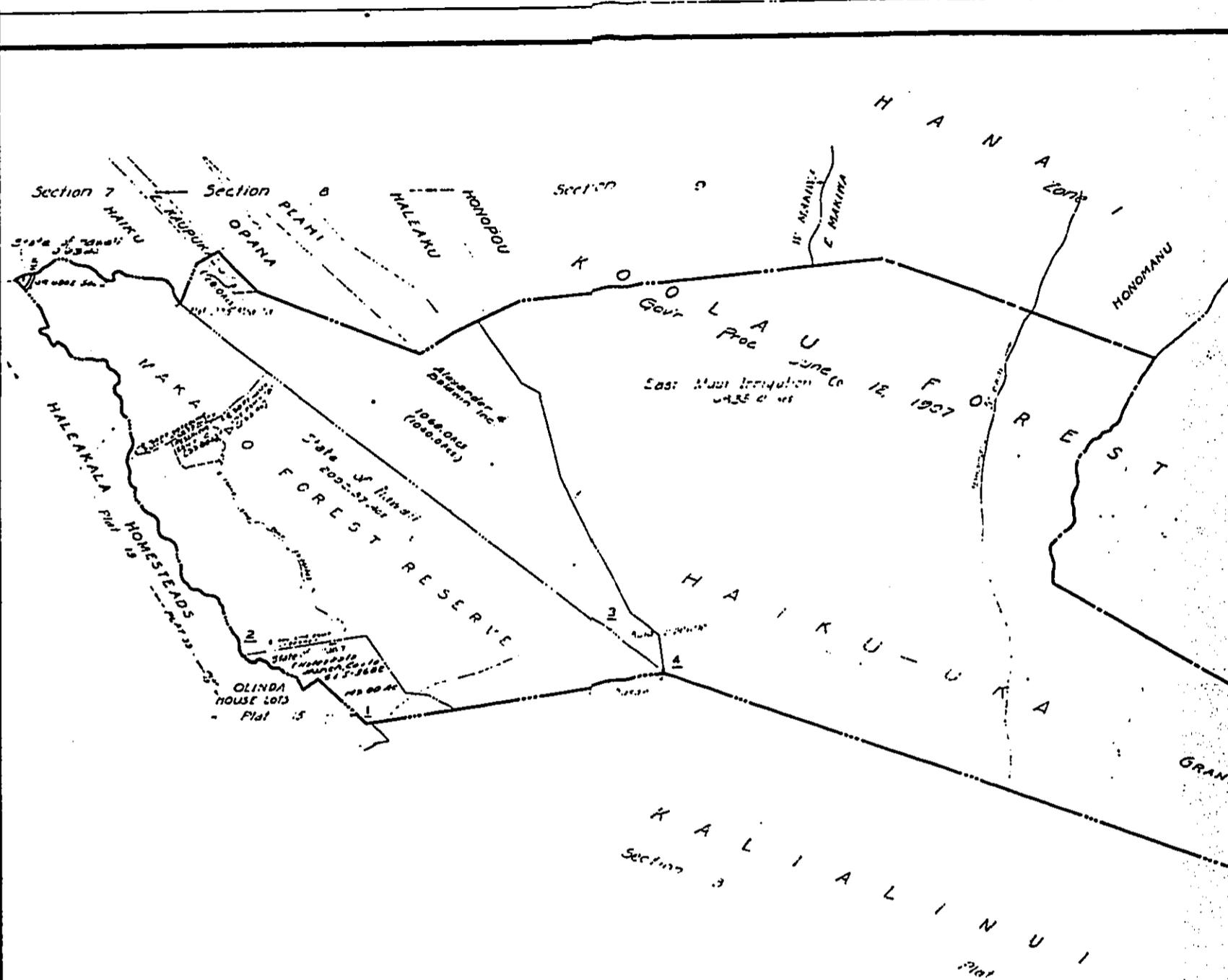
| SECOND DIVISION         |      |
|-------------------------|------|
| ZONE                    | SEC. |
| 2                       | 4    |
| CONTAINING 1 PLATS      |      |
| Scale: 1 in. = 1000 ft. |      |

Owner's, lessee's & vendor's names  
 recorded on this map may not  
 be current. Please refer to  
 recording history showing any  
 change of ownership.

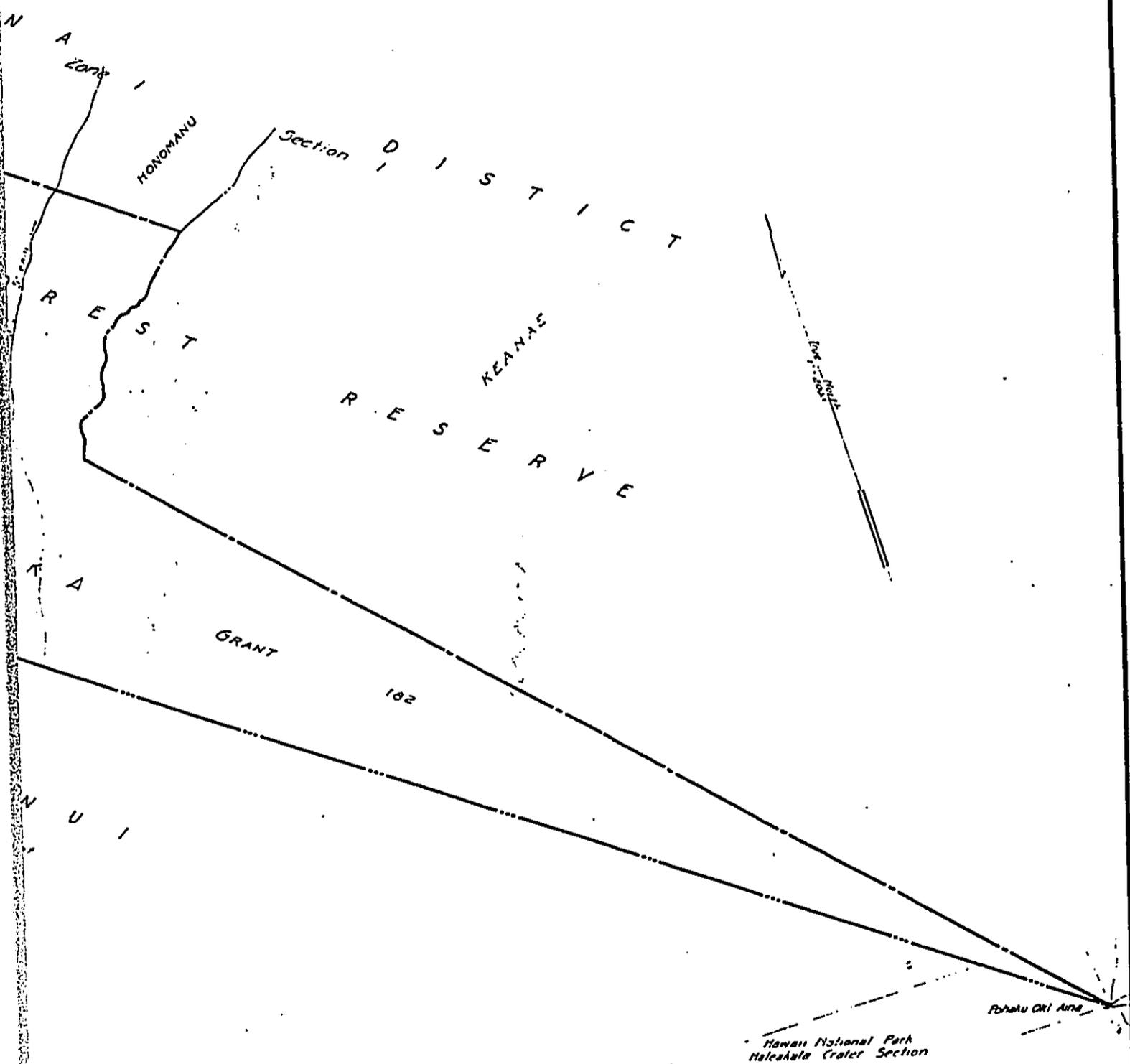
PRINTED: DEC 12 1991

1118

Dist No. 10241 - Revised to  
By - U.S.C.A.H.N.L. March, 1934.  
Source: In Poss. 1932.



HAIKU-UKA & POR. MAKAWAO, MAKAWAO, MAUI



Owner's, lessee's & vendor's names recorded on this tax map print may not be current. Please refer to ownership history sheets and file books for current owners.

ALL SUBS...

| SECOND DIVISION        |      |      |
|------------------------|------|------|
| ZONE                   | SEC. | PLAT |
| 2                      | 4    | 16   |
| CONTAINING PARCELS     |      |      |
| SCALE: 1 in = 2000 FT. |      |      |

PRINTED... DEC 12 1991



# Territory of Hawaii,

Office of the Government Survey,

Honolulu, T. H., May 2nd, 1909.

(2nd. Revised Description)

MAKAWAO FOREST RESERVE  
Portion of Haleakala Government Tract,  
Makawao, Hamakuapoko, Maui.

Beginning at a  $\dagger$  on a rock on the Pali-a-ka-Moa Falls, said marked rock being on the boundary of this tract and the land of Haiku, the coordinates of which point referred to Government Survey Trig. Station "Pihiolo" are 3773.9 feet South and 7410.0 feet East, as shown on Government Survey Registered Map No. 2394, and running by true azimuths:-

1.  $325^{\circ} 55' 30''$  17866.5 feet along the land of Haiku to mamane post on top of Puu Kakae;
2.  $97^{\circ} 37'$  6043.0 feet along the land of Kalialinui;
3.  $136^{\circ} 00'$  924.0 feet along remainder of Haleakala Tract;
4.  $114^{\circ} 40'$  617.0 feet along remainder of Haleakala Tract;
5.  $164^{\circ} 14'$  2038.0 feet along remainder of Haleakala Tract;
6.  $97^{\circ} 43'$  3615.0 feet along remainder of Haleakala Tract, and crossing the Kahakapao Gulch, to a point on the West edge of same;
7. Thence along the West edge of the Kahakapao Gulch to a Forest Reserve Monument, the direct azimuth and distance being:  $150^{\circ} 00'$  2732.3 feet;
8. Thence still along the West edge of the Kahakapao Gulch to a Forest Reserve Monument, the direct azimuth and distance being:  $172^{\circ} 44'$  4072.3 feet;
9.  $214^{\circ} 32'$  4882.0 feet, crossing the Kahakapao Gulch, and to the point of beginning.

Area 1830 Acres.

14778.9    14777.8    14775.0  
Area  
Honolulu - May 6 - 1909  
May 1909  
J. H. Hanakama  
Assistant Government Surveyor.

C.S.F.No. 2002

# Territory of Hawaii,

Office of the Government Survey.

Honolulu, T. H., April 25, 1917

Addition to

MAKAWAO FOREST RESERVE

Portion of Haleakala Government Tract,

Makawao, Hamakua, Maui.

Beginning at a + on a rock on the Pali-a-ka-Moa Falls,

at the East corner of this piece and the North corner of the MAKAWAO FOREST RESERVE, said marked rock being on the boundary of this tract and the land of Haiku, the coordinates of said point of beginning referred to Government Survey Trig. Station "Piihole" being 3773.9 feet South and 7410.0 feet East, as shown on Government Survey Registered Map No. 2394, and running by true azimuths:-

1.  $34^{\circ} 39'$  4874.0 feet along the MAKAWAO FOREST RESERVE to a Forest Reserve Monument on the West edge of the Kahakapao Gulch;
2. Thence along the top edge of Kahakapao Gulch along Lot 130 of the Haleakala Homesteads, the direct azimuth and distance being:  $193^{\circ} 51'$  1298.5 feet to a pipe;
3. Thence still along the top edge of Kahakapao Gulch along Lot 131 of the Haleakala Homesteads, the direct azimuth and distance being  $174^{\circ} 35'$  853.6 feet to a pipe;
4. Thence still along the top edge of Kahakapao Gulch along Lot 132 of the Haleakala Homesteads, the direct azimuth and distance being  $183^{\circ} 48'$  824.2 feet to a pipe;
5. Thence still along the top edge of Kahakapao Gulch along Lot 133 of the Haleakala Homesteads, the direct azimuth and distance being  $119^{\circ} 08'$  759.5 feet to a pipe;

# CORRECTION

THE PRECEDING DOCUMENT(S) HAS  
BEEN REPHOTOGRAPHED TO ASSURE  
LEGIBILITY  
SEE FRAME(S)  
IMMEDIATELY FOLLOWING

# Territory of Hawaii,

Office of the Government Survey.

Honolulu, T. H., April 25, 1917

Addition to

**MAKAWAO FOREST RESERVE**

Portion of Haleakala Government Tract,

Makawao, Hamakua, Maui.

Beginning at a + on a rock on the Pali-a-ka-Moa Falls,

at the East corner of this piece and the North corner of the MAKAWAO FOREST RESERVE, said marked rock being on the boundary of this tract and the land of Haiku, the coordinates of said point of beginning referred to Government Survey Trig. Station "Pihole" being 3773.9 feet South and 7410.0 feet East, as shown on Government Survey Registered Map No. 2394, and running by true azimuths:-

1.  $34^{\circ} 39'$  4874.0 feet along the MAKAWAO FOREST RESERVE to a Forest Reserve monument on the West edge of the Kahakapao Gulch;
2. Thence along the top edge of Kahakapao Gulch along Lot 130 of the Haleakala Homesteads, the direct azimuth and distance being  $193^{\circ} 51'$  1298.5 feet to a pipe;
3. Thence still along the top edge of Kahakapao Gulch along Lot 131 of the Haleakala Homesteads, the direct azimuth and distance being  $174^{\circ} 35'$  853.6 feet to a pipe;
4. Thence still along the top edge of Kahakapao Gulch along Lot 132 of the Haleakala Homesteads, the direct azimuth and distance being  $183^{\circ} 48'$  824.2 feet to a pipe;
5. Thence still along the top edge of Kahakapao Gulch along Lot 133 of the Haleakala Homesteads, the direct azimuth and distance being  $119^{\circ} 08'$  759.5 feet to a pipe;

Add'n to Makawao For. Res.  
Makawao, Maui.

-2-

4/25/17

6. Thence still along the top <sup>edge</sup> of Kahakapao Gulch along Lot 134 of the Haleakala Homesteads, the direct azimuth and distance being  $145^{\circ} 53'$  800.2 feet to a pipe;
7.  $54^{\circ} 45'$  192.0 feet across a small gulch along Lot 134 of the Haleakala Homesteads to a pipe on the top edge of the gulch;
8. Thence along the top edge of the gulch along Lot 135 of the Haleakala Homesteads to a point on the South boundary of Grant 2885 to Kauwe; the direct azimuth and distance being  $155^{\circ} 50'$  694.2 feet;
9.  $267^{\circ} 36'$  297.0 feet along Grant 2885 to Kauwe to a mamane post at the bottom of the Kahakapao Gulch;
10.  $178^{\circ} 10'$  584.0 feet along Grant 2885 to Kauwe;
11.  $154^{\circ} 30'$  1142.0 feet along Grant 2885 to Kauwe to the Wai-o-Hiwi Falls;
12. Thence up along the middle of Waiohiwi stream along the land of Haiku to the point of beginning, the direct azimuth and distance being  $296^{\circ} 20'$  4746.0 feet.  
Area  $263\text{-}32/100$  Acres.

Excepting and Reserving therefrom a Right-of-way for pipe line across this tract and also that portion of the Piholo Road within this tract (area  $32/100$  acre) LEAVING A NET AREA OF 263 ACRES, more or less.

Compiled from Government Survey Records, by,

*A. E. Newton*  
Assistant Government Surveyor.

1  
6225.6

5  
6226.5

E  
4915.7

W  
4914.2

*MAN*  
Area  
ETC  
P. Chan. A. Chaney. Apr. 27-17



REGISTRATION REQUESTED BY:  
NAME OF LAND AND NATURAL RESOURCES DIVISION

77- 83733

NOV 11 1977  
11:12:40

AFTER RECORDATION, RETURN TO:

DEPT OF LAND AND NATURAL RESOURCES  
LAND MANA KULIHI DIVISION

RETURN BY: MAIL ( ) PICKUP (X)

GRANT OF EASEMENT

THIS INDENTURE, made and entered into this 20<sup>th</sup> day of November, 1975, by and between the STATE OF HAWAII, by its Board of Land and Natural Resources, pursuant to the provisions of Section 171-95(a)(3), Hawaii Revised Statutes, hereinafter referred to as the "GRANTOR", and the COUNTY OF MAUI, (Board of Water Supply), a body corporate and politic in the State of Hawaii, whose principal place of business and post office address is County Building, Wailuku, Maui, State of Hawaii, hereinafter referred to as the "GRANTEE",

*Handwritten initials*

WITNESSETH THAT:

The Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and of the terms, conditions and covenants herein contained and on the part of the Grantee to be observed and performed, does hereby grant unto the Grantee, non-exclusive perpetual easements:

For the use, construction, operation and maintenance of water transmission lines and reservoir lot in connection with Phase IV, Lower Kula Transmission Line Project,

in, over, under and across those certain parcels of land consisting of 36.07 acres more or less, situate at Hamakua-poko, Makawao, Maui, Hawaii, State of Hawaii, being Easements

DEPARTMENT OF LAND AND NATURAL RESOURCES  
DIVISION OF LAND MANAGEMENT  
P. O. BOX 551  
HONOLULU, HAWAII 96809

STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
DIVISION OF LAND MANAGEMENT

DOCUMENT CAPTURED AS RECEIVED

A, B and C, more particularly described in Exhibit "A" and delineated on Exhibit "B", both of which are attached hereto and made a part 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, both being designated C.S.F. No. 16,579 and dated March 17, 1972, TOGETHER WITH the right from time to time and at all reasonable times to enter upon the easement areas for the abovementioned purposes.

TO HAVE AND TO HOLD the said easements unto the Grantee in perpetuity, subject, however, to the provisions of Section 171-95(a)(3), Hawaii Revised Statutes.

THESE EASEMENTS are granted subject to the following terms, conditions and covenants:

1. The Grantee shall at all times with respect to the easement areas use due care for public safety and agrees to defend, hold harmless and indemnify the Grantor, its officers, agents and employees or any person acting for and on its behalf, from and against all claims or demands for damage, including claims for property damage, personal injury or death, arising on, about or in connection with the premises, caused directly or proximately by any failure on the part of the Grantee to use and maintain the easement areas in accordance with the terms and conditions of this Indenture, or arising out of or caused by any act or omission of the Grantee.

2. The grantor reserves the right unto itself and its successors to cross over and use for all purposes the whole or any portion of the land crossed by such easements and to grant to others rights and privileges for any and all purposes affecting said land; provided, however, that the rights herein reserved shall not be exercised by the Grantor or any agent, representative or assign of the Grantor in such manner so as to interfere unreasonably with the Grantee in the use of said land for the purpose for which these easements are granted.
3. All improvements placed in or upon the easement areas by the Grantee shall be and remain the property of the Grantee and may be removed or otherwise disposed of by the Grantee at any time; provided, that such removal shall be accomplished with minimum disturbance to the premises, 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 Grantee shall remove therefrom all equipment and unused or surplus materials, if any, and shall leave the said areas in a clean and sanitary condition satisfactory to the Grantor.

- AM: 1110J m 100
5. should future development necessitate any relocation, the Grantee shall be required to relocate said easements to an alternate, reasonable location at its own cost and expense.
  6. These easements or any rights granted 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 consent of the Grantor.
  7. The Grantee shall keep the said premises and the improvements therein in a clean, sanitary and orderly condition, and shall not make, permit or suffer, any waste, strip, spoil, nuisance or unlawful, improper or offensive use of said premises.
  8. The Grantee covenants, for itself, its successors and assigns, that the use and enjoyment of the land herein conveyed shall not be in support of any policy which discriminates against anyone based upon race, creed, color or national origin.
  9. These easement rights shall cease and determine, without any action on the part of the Grantor, in the event of non-use or abandonment by the Grantee of the easement areas, or any portion thereof, for a period of one (1) year.
  10. This grant of easements shall be subject to the provision of Regulation No. 4 of the Department of Land and Natural Resources, providing for land use regulations within the Conservation District.

DOCUMENT CAPTURED AS RECEIVED

1971 JUN 22 11 02 AM

IN WITNESS WHEREOF, the parties hereto have caused this indenture to be executed by their duly authorized officers as of the day and year first above written.

STATE OF HAWAII

By C. Off  
Chairman and Member  
Board of Land and  
Natural Resources

And By L. H. ...  
Member  
Board of Land and  
Natural Resources

COUNTY OF MAUI (Board of Water Supply)

By [Signature]  
Board Chairman

APPROVED AS TO FORM  
AND LEGALITY:

[Signature]  
Deputy Attorney General  
Dated: June 22, 1971

APPROVED AS TO FORM  
AND LEGALITY:

[Signature]  
Deputy Attorney General

DOCUMENT CAPTURED AS RECEIVED

NOV 11 1975

STATE OF HAWAII )  
COURT OF MAUI )

on this 30<sup>th</sup> day of October, 1975, before me appeared MEL BARTOLOME, to me personally known, who, being by me duly sworn, did say that he is the Chairman of the BOARD OF WATER SUPPLY OF THE COUNTY OF MAUI, a board duly created and existing under the laws of the State of Hawaii; that the seal affixed to the foregoing instrument is the corporate seal of said Board; that said instrument was signed and sealed by him by authority of said Board; and the said MEL BARTOLOME acknowledged said instrument to be the free act and deed of said Board of Water Supply.

*Floriene Ueoka*  
Notary Public, Second Judicial  
Circuit, State of Hawaii.

My commission expires: 2/3/79

Proved by:

DOCUMENT CAPTURED AS RECEIVED



STATE OF HAWAII  
SURVEY DIVISION  
DEPT. OF ACCOUNTING AND GENERAL SERVICES  
HONOLULU

March 17, 1972

C.S.F. No. 16,579

LOWER KULA WATER SYSTEM

EASEMENTS A, B AND C

Hamakuapoko, Makawao, Maui, Hawaii

Being portions of the Government Land of Makawao.

Being also portions of Makawao Forest Reserve set aside  
by Governor's Proclamation dated April 21, 1908  
and amended June 5, 1909.

EASEMENT A: Perpetual non-exclusive easement for water pipeline  
Right-of-Way thirty (30.00) feet wide and extending  
fifteen (15.00) feet on each side of the following-  
described centerline:

Beginning at the west end of this easement, on the west edge  
of Kahakapao Gulch being also the easterly boundary of Grant 7971 to Rose  
Ella Crook, the coordinates of said point of beginning referred to Govern-  
ment Survey Triangulation Station "PIIHOLO" being 7808.87 feet South and  
4634.80 feet East, as shown on Government Survey Registered Map No. 2394,  
thence running by azimuths measured clockwise from True South:-

1. 259° 16' 50" 60.71 feet;
2. 258° 14' 32" 294.30 feet;
3. 275° 47' 15" 335.78 feet;
4. 259° 26' 25" 651.13 feet to the westerly boundary of Easement C  
(Reservoir Lot) and containing an  
AREA OF 0.92 ACRES.

*This is a reproduction of the same document attached as "Exhibit A",  
which does not reproduce legibly from the original copy attached to the  
Grant of Easement.*

EASEMENT B: Perpetual non-exclusive easement for water pipeline Right-of-Way thirty (30.00) feet wide and extending fifteen (15.00) feet on each side of the following-described centerline:

Beginning at the west end of this easement, and on the west top edge of Gulch on the easterly boundary of Easement C (Reservoir Lot), the coordinates of said point of beginning referred to Government Survey Triangulation Station "PIIHOLO" being 7427.46 feet South and 7257.72 feet East, as shown on Government Survey Registered Map No. 2394, thence running by azimuths measured clockwise from True South: -

1. 260° 36' 21" 394.82 feet;
2. 239° 38' 57" 502.79 feet;
3. 246° 41' 49" 490.77 feet;
4. 233° 05' 31" 322.18 feet;
5. 237° 36' 12" 202.59 feet;
6. 244° 38' 34" 219.77 feet;
7. 236° 28' 38" 89.02 feet to the westerly boundary of Grant 182, to Kekuanooa and containing an AREA OF 1.53 ACRES.

EASEMENT C: Being a parcel of land for Reservoir Lot, said parcel of land being more particularly described as follows:

Beginning at the northeast corner of this easement and on the west top edge of gulch, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PIIHOLO" being 7407.35 feet South and 7256.01 feet East, as shown on Government Survey Registered Map No. 2394, thence running by azimuths measured clockwise from True South: -

Along the west top edge of gulch for the next eight (8) courses, the direct azimuths and distances between points on said west top edge of gulch being:

1. 355° 08' 23" 20.18 feet;
2. 359° 37' 32" 169.87 feet;

- 3. 311° 45' 283.00 feet;
- 4. 55° 31' 38" 177.06 feet;
- 5. 341° 22' 337.00 feet;
- 6. 19° 18' 98.00 feet;
- 7. 33° 14' 219.00 feet;
- 8. 351° 00' 116.00 feet;
  
- 9. 78° 00' 190.00 feet along the remainder of Makawao Forest Reserve (Governor's Proclamation dated April 21, 1908);
- 10. 95° 30' 945.00 feet along the remainder of Makawao Forest Reserve (Governor's Proclamation dated April 21, 1908);
- 11. 54° 30' 50.00 feet along the remainder of Makawao Forest Reserve (Governor's Proclamation dated April 21, 1908);
- 12. 143° 00' 235.00 feet along the remainder of Makawao Forest Reserve (Governor's Proclamation dated April 21, 1908);
- 13. 177° 30' 750.00 feet along the remainder of Makawao Forest Reserve (Governor's Proclamation dated April 21, 1908);
- 14. 260° 00' 1320.00 feet along the remainder of Makawao Forest Reserve (Governor's Proclamation dated April 21, 1908), to the point of beginning and containing an AREA OF 33.62 ACRES.

SURVEY DIVISION  
 DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES  
 STATE OF HAWAII

By: James Chrystal, Jr.  
 James Chrystal, Jr.  
 Land Surveyor

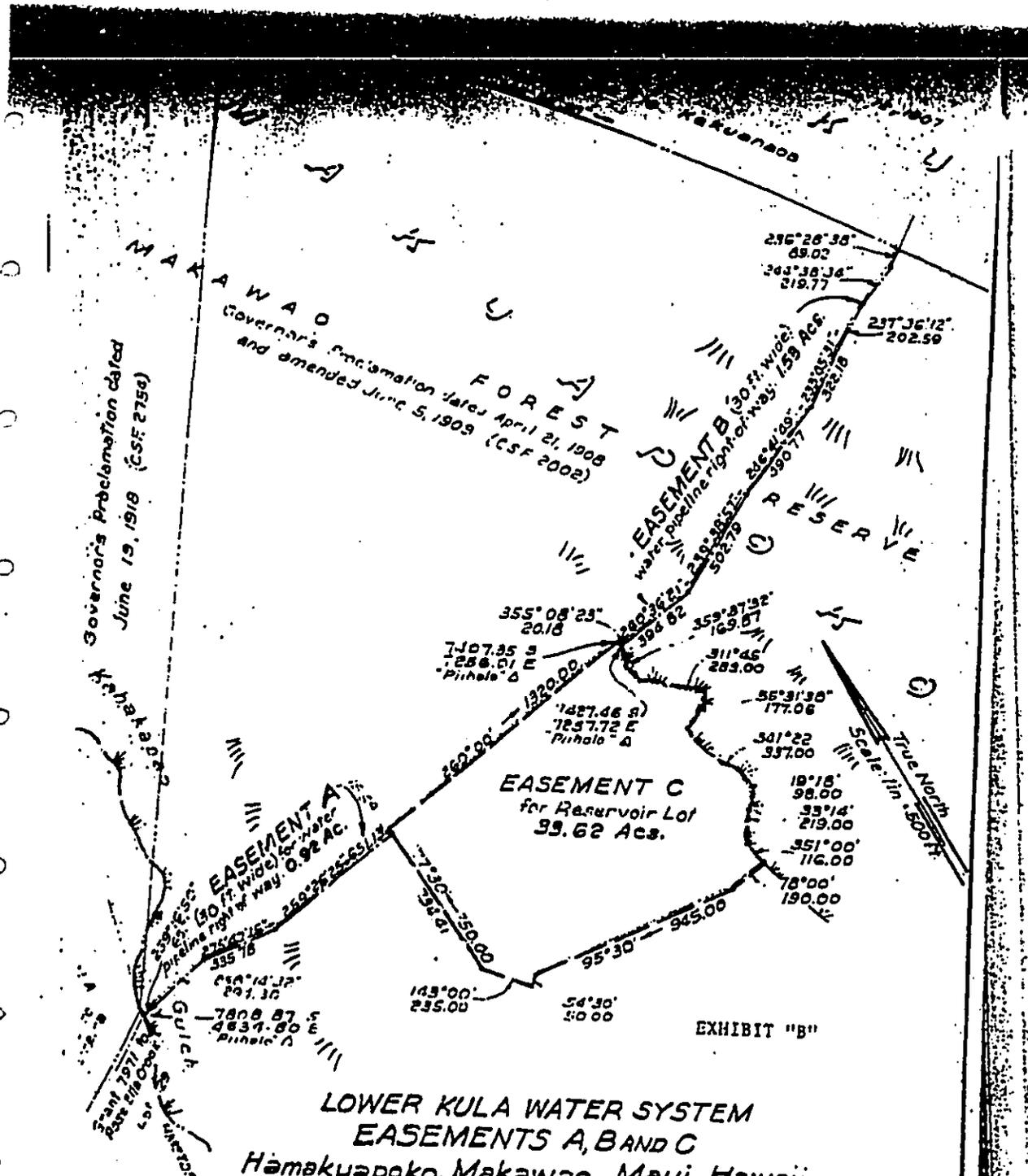
ac

Compiled from map and desc.  
 from Board of Water Supply,  
 County of Maui and  
 Govt. Survey Records.

EASEMENT A  
 Checked By S. Nakamura Date: 4/12/72  
 Cal. Book No. Book 1 Page 117  
 Closure Parallel Sides 0.78 ACRES

EASEMENT B  
 Checked By S. Nakamura Date: 4/12/72  
 Cal. Book No. Book 1 Page 117  
 Closure Parallel Sides 1.33 ACRES

EASEMENT C  
 Checked By S. Nakamura Date: 4/12/72  
 Cal. Book No. Book 1 Page 118  
 Closure 1256.76A, 1256.76S, 1639.73E, 1639.73W



7 Ma 4245  
BM FOLDER 2 MAUI

AP 2-4-16  
No. 1857D

SURVEY DIVISION  
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES  
STATE OF HAWAII

Exhibit B

Amended Aug. 6, 1975  
March 17, 1972 J.C.

Certified to be a true and correct copy  
of the original presented for record.

CHARLES F. NEUMAN, III, Registrar

By: *[Signature]* Clerk

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM made as of the 31st day of December, 1973, by and between the BOARD OF WATER SUPPLY OF THE COUNTY OF MAUI, whose post office address is Kalana O Maui, Wailuku, Maui, Hawaii, hereinafter called BWS, and EAST MAUI IRRIGATION COMPANY, LIMITED, a Hawaii corporation, whose post office address is Paia, Maui, Hawaii, hereinafter called EMI, and HAWAIIAN COMMERCIAL AND SUGAR COMPANY, a division of Alexander & Baldwin, Inc., whose post office address is Puunene, Maui, Hawaii, hereinafter called HC&S.

Background. At the present time EMI is the holder of three general licenses from the State of Hawaii covering the following areas: License No. 3505 (Nahiku), which license expires on June 30, 1976, General License No. S-3695 (Honomanu), which license expires June 30, 1986, and General License No. 3578 (Huelo), which license expires June 30, 1981. EMI also has a revocable permit for the Keanae area with the State of Hawaii, pending an offering for a new license for public bid sometime in 1974. The approximate locations of the respective license areas are indicated in Exhibit A attached hereto. Further, EMI, HC&S and BWS have entered into an agreement (herein called the "1961 Agreement") whereby BWS has the right to collect water in areas owned or leased by EMI and HC&S in the Waiakamoi area and the Awalau Intake area, the approximate boundaries of which are indicated in black on Exhibit B.

In order to establish a constant and steady flow of water for the continued growth and progress of the Island of Maui, the parties have agreed to the following terms and

conditions concerning the collection and delivery of water by EMI in the east Maui area with respect to the properties under license by EMI with the State of Hawaii and also on properties owned by EMI to be used by BWS for public water purposes in the Kula and Makawao and Nahiku water systems of BWS.

1. Nahiku. EMI will continue to collect and deliver to BWS at the rates provided herein up to 6,000 gallons of water per twenty-four hour day to serve the Nahiku community. The delivery point shall be the same point as presently used by EMI and BWS.

2. Waiakamoi and Awalau Areas. As of January 1, 1974, EMI will be appointed the exclusive manager to collect and deliver water in the area presently under license to BWS from EMI and HC&S, the approximate area of which is indicated in red on Exhibit B. Within that area EMI shall be responsible, at its expense, for the operation, maintenance, repair of the water collection and conveying facilities and the operation of the water storage and pumping facilities and shall collect at the highest elevation possible the maximum quantity of water that is economically feasible. EMI agrees at its expense and at its sole discretion to replace existing collection facilities or install additional collection facilities, or both, in order to improve the collection of water in this area. Any replacements to the existing collection facilities or any additional collection facilities installed by EMI shall belong to BWS upon completion of construction of each item.

Title to the existing water collection facilities installed by BWS shall remain with BWS. BWS shall be responsible for the maintenance of the storage facilities in this area

except that EMI shall perform minor maintenance on Puohokamoa dam and the three Waiakamoi dams. The portion of the system under the operational jurisdiction of BWS is colored in blue and under the operational jurisdiction of EMI is colored in red on the sketch attached hereto as Exhibit C.

EMI will at its expense from time to time and at all times during the term of this agreement, repair, maintain, amend and keep water collection facilities at any time during the term of this agreement existing within the collection area in good operational order and condition and will not allow unnecessary loss or waste of water.

Extensive and substantial damages to the collection and conveying and storage facilities owned by BWS as provided herein due to acts of God or events beyond the control of EMI requiring restoration or replacement of the facilities shall be the responsibility of BWS. Actual restoration and replacement of the existing facilities shall be subject to budgetary limitations of BWS which agrees to exercise reasonable judgment and good faith to include the costs, or portions thereof, of restoration and replacement in the ensuing budget or budgets. Actual restoration and replacement of additional facilities constructed by EMI shall be made at the discretion of BWS which decision shall be final and shall not be subject to arbitration.

At the end of the term of this agreement or sooner termination as provided herein, EMI shall surrender the collection and conveying facilities presently existing on the property together with any and all improvements or additional

facilities EMI may have installed to BWS in good operational order and condition, ordinary wear and tear or damages due to acts of God or beyond the control of EMI being excepted.

To the extent inconsistent with the terms of this agreement, the provisions of the agreement dated January 22, 1961, ("1961" Agreement") by and between the parties herein shall be cancelled and terminated by mutual agreement.

All water collected by EMI in the Waiakamoi and Awalau Intake areas shall be discharged into the following points:

Waiakamoi and Olinda Reservoirs  
Waiakamoi Pump  
Awalau Intake  
Piholo Reservoir

The parties shall, if necessary, execute a more definitive agreement outlining the duties and responsibilities of each party consistent with the terms of this agreement.

3. Wailoa Ditch. From the waters collected by EMI in the Wailoa Ditch System EMI will make available to BWS up to 12 million gallons of water per twenty-four hour period. An additional 4 million gallons of water per twenty-four hour period as needed by BWS will be made available by EMI to BWS upon one year's written notice to EMI.

Waters from the Wailoa Ditch shall be delivered to BWS at the following points presently used by EMI and BWS:

Huluhulunui, Lilikoi and Kamole Forebay.

4. Proportionate Reduction. If EMI is not successful in acquiring or holding the licenses mentioned hereinabove or in the event of a court ruling or the adoption of any governmental statute, ordinance, regulation or policy including but not limited to the withdrawal by the State of any lands under license or the condemnation of any lands under license, reducing the amount of water collected or

delivered by EMI or affecting the capability of EMI to collect or deliver water, then subject to and with the approval of the BWS by a vote of 2/3 of the members present, the amount of water to be delivered to BWS hereunder may be reduced proportionately; provided that in the event EMI is not successful in acquiring or holding the licenses mentioned hereinabove, then BWS will approve a proportionate reduction only (1) if the replacement State license included a provision wherein the licensee is required to make the proportionate amount of water available to BWS and (2) after a vote of 2/3 of the members present at a meeting duly called.

5. Due Diligence. EMI agrees to comply with the terms of the existing State licenses and to use due diligence to acquire replacement licenses as the present licenses, including the Keanae license, expire and replacement licenses for the same area containing substantially similar terms, other than the rent, are offered for bid by the State. BWS agrees to request the State Board of Land and Natural Resources to include a provision in any replacement license that the licensee make available to BWS amounts of water consistent with this agreement.

6. Additional Delivery Points. Additional delivery points may be added from time to time as mutually agreed between the parties. In the event the parties fail to agree and a party desires another delivery point to be added, then the same shall be determined by arbitration as provided herein.

7. Water Charges. BWS shall pay to EMI the sum of six cents per thousand gallons delivered by EMI to BWS from the Nahiku and Waiakamoi and Awalau Intake Systems and the Wailoa Ditch System. This rate shall remain fixed for the term of this agreement. After the lapse of fifteen (15) years of the term of this agreement, EMI may request for

an adjustment in the water charges due to increases in the cost to EMI of (1) payments to the State for water pursuant to the licenses mentioned herein; (2) fuel oil; (3) salaries and wages of EMI employees. BWS shall consider the request only after an affirmative vote of 2/3 of the members of the Board present at such meeting duly called agreeing to consider the request. In the event BWS should decide to consider the request by a vote of 2/3 of the members present, then BWS shall determine the request of EMI by a vote of 2/3 of the members present. The decision of BWS shall be final and shall not be subject to arbitration.

BWS shall install and maintain suitable meters or other measuring devices (hereinafter called meters) satisfactory to EMI for the purpose of measuring the total amount of water as provided herein. The meters shall be maintained within 2% accuracy and shall be tested every three years by BWS. Separate meters shall be installed by BWS to measure the water at any additional delivery point which may be required by EMI for a proper determination of the quantity of water being taken. Readings of the meters shall be taken and recorded by BWS at sufficient intervals so as to give a record in such form and degree of accuracy as shall be satisfactory to both parties. Reports of such readings shall be delivered by BWS to EMI at such intervals as shall be agreeable to the parties and EMI shall have the right at all times to inspect and make copies of the records of BWS and to make independent readings to verify all measurements taken by BWS. Where BWS operates a continuous water stage recorder which makes other water measurements within any of the sources listed above, copies of all the flow charts and/or records of individual water measurements shall be furnished to EMI.

BWS will pay the water charges herein mentioned in lawful currency of the United States at times and in the manner provided above to EMI or such other person or corporation as shall be designated by EMI in writing at least 10 days prior to the next ensuing payment.

8. Priority. BWS shall use insofar as practical all of the water collected in the Waiakamoi and Awalau Intake Systems prior to pumping water collected at Kamole Forebay. EMI shall give BWS priority in the use of water in fulfilling EMI's obligations set forth herein before any other private use.

9. Water Delivery. If the State of Hawaii requires in any replacement license to the licenses mentioned hereinabove that the licensee make available to BWS for public consumption and use certain portion of the water collected in the license area and the successful bidder is a person, partnership or corporation other than EMI or HC&S or any corporation affiliated with Alexander & Baldwin, Inc. and said licensee delivers said water to a convenient point of connection onto the Wailoa Ditch System, then EMI agrees to convey said water from the point of connection onto the Wailoa Ditch System to the points of delivery specified in this agreement to BWS free of any charge whatsoever.

10. Improvements to Wailoa Ditch System. EMI recognizes that improvements to the collection system for the Wailoa Ditch System may be necessary in order for EMI to provide the amount of water provided herein to BWS. EMI agrees that it shall at its expense make the necessary improvements as may be required. To the extent required by maintenance the parties recognize that portions of the Wailoa Ditch System may from time

to time be shut down for short periods of time. In such cases diversion of the water from one area to another may be necessary and each party shall cooperate with the other in order to permit the repair and maintenance of the Wailoa Ditch System.

11. Anti-Pollution. EMI agrees that it will use diligent efforts to prevent contamination or pollution of the water and that in the installation, maintenance and construction of collection facilities, and in the collection and delivery of water, it will in all cases comply with the rules and regulations of the Department of Land and Natural Resources, Department of Agriculture and the Department of Health of the State of Hawaii concerning the prevention of contamination or pollution. EMI shall not be otherwise responsible for the quality or potability of the water delivered to BWS according to the terms of this agreement.

12. Excuse of Performance. Anything in this agreement to the contrary notwithstanding, providing such cause is not due to the willful act or neglect of EMI, EMI shall not be deemed in default with respect to the performance of any of the terms, covenants and conditions of this agreement if same shall be due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any material, service, or financing, through act of God or other cause beyond the control of EMI.

13. Term. The term of this agreement shall be for twenty (20) years commencing January 1, 1974, and termi-

nating on December 31, 1993; provided, however, that this agreement may be extended from time to time by mutual agreement; provided further, that if any party decides not to extend the term of this agreement beyond December 31, 1993, then such party must give written notice of its decision to the other party prior to December 31, 1991; failure to provide such notice by December 31, 1991 shall extend, with the consent of the other party, this agreement for a period of two years if no notice is given by December 31, 1993, or if notice is given after December 31, 1991 but before December 31, 1993, then this agreement shall be extended, with the consent of the other party, for a period of two years from the date such notice was given.

14. Arbitration. Except as provided in paragraphs 2 and 7, if at any time during the term of this agreement or after the expiration or sooner determination thereof, any question, dispute, difference or disagreement shall arise between the parties hereto which cannot be adjusted or settled by them to their mutual satisfaction, then every such matter shall, at the desire of either party, be submitted to and be determined by three (3) arbitrators in the manner provided by Chapter 658 of the Hawaii Revised Statutes, as the same now is or may from time to time be amended, in which case either party may give to the other party written notice of its desire to have an arbitration of the matter in question and appoint one of the arbitrators in said notice, whereupon the other party, within ten (10) days after the receipt of such notice, shall appoint a second arbitrator and, in case of failure so to do, the party who has already appointed an arbitrator may have the second arbitrator appointed by a judge of the Circuit Court of the Second Judicial Circuit of the State of Hawaii, and the two arbitrators so appointed, in either manner, shall appoint

the third arbitrator, and in the event that the two arbitrators so appointed shall, within ten (10) days after the appointment of the second arbitrator, fail to appoint the third arbitrator, either party may have the third arbitrator appointed by said judge, and the three arbitrators so appointed shall thereupon proceed to determine the matter in question and the decision of any two of them shall be final, conclusive and binding upon the parties unless the same shall be vacated, modified or corrected as by said statute provided. The arbitrators shall have all the powers and duties prescribed by said statute and judgment may be entered upon such award by the said Circuit Court as provided by said statute and said judgment shall not be subject to appeal. Each of the parties shall pay its own expenses but the compensation and expenses of the arbitrators shall be borne equally by both parties.

15. Default. This agreement is upon the express condition that if any one or more of the following events of default shall occur, to wit:

a. BWS shall fail to pay the water rates herein reserved or any part thereof within thirty (30) days after the same become due, or

b. EMI shall fail to observe or perform any of the covenants herein contained and on the part of EMI to be observed and performed, and such failure shall continue for a period of sixty (60) days after written notice thereof given by BWS to EMI.

Then and in case of any such default EMI or BWS as the case may be, may, upon the occurrence of such event of default or at any time thereafter during the continuance

of such default, at its respective option, terminate this agreement by giving ten (10) days' written notice thereof to the defaulting party without resort to any legal process, all without prejudice to any other remedy or right of action which the other party may have for such default.

In addition the parties agree to enter into discussions for the purpose of entering into an alternate default provision in the event of default by EMI.

16. Acceptance of Water Rates Not Waiver. The acceptance of payment of water rates by EMI or its agents shall not be deemed to be a waiver by it of any breach by BWS of any covenant herein contained. The waiver by any party of any breach shall not operate to extinguish the covenant or condition, the breach whereof has been waived nor be deemed to be a waiver by such party of its right to terminate this agreement for any breach thereof.

17. Miscellaneous.

a. Definitions. The terms "party" and "parties" as used herein mean and include EMI, HC&S and the BWS.

b. Notices. Any notice or demand to be given to or served upon a party in connection with this agreement shall be deemed to have been sufficiently given or served for all purposes by being sent as registered mail, postage prepaid, addressed to such party at its post office address hereinbefore specified or at such other post office address as such party may from time to time designate in writing to the other party, or by being delivered personally to any officer of such party within the State of Hawaii, and any

such notice or demand shall be deemed conclusively to have been given or served on the date of such registration or personal delivery.

18. Successors and Assigns. All the terms, covenants, and conditions of this agreement shall inure to the benefit of and be binding upon the successors and assigns of all parties.

19. Private Contract. Nothing herein contained shall be construed as impressing this agreement with the character of a public service contract and no owner of any water privilege, domestic, commercial or otherwise, granted by BWS, shall have any right, title or interest in or to any of the water deliverable to BWS which shall be enforceable against or be binding upon EMI.

20. Rates Not Indicative. In the event of condemnation of any land or water rights in the areas covered by this agreement, the water rates contained in this agreement shall not be taken as indicative of the true value of the land or water rights, nor shall they be used for appraisal purposes on such taking.

21. Amendment. This agreement may be amended by mutual agreement in writing executed by both parties.

22. Consent. To the extent required by the above-mentioned State licenses the participation of EMI in this agreement is subject to the approval of the Board of Land and Natural Resources of the State of Hawaii.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed this 31<sup>st</sup> day of December, 1973, effective as of December 31, 1973.

BOARD OF WATER SUPPLY OF  
THE COUNTY OF MAUI

By *David H. H. H.*  
ITS

EAST MAUI IRRIGATION COMPANY,  
LIMITED

By William S. Ham  
Its VICE-PRESIDENT

By Paul G. [Signature]  
Its Vice President

ALEXANDER & BALDWIN, INC.

By Merle L. [Signature]  
Its Executive Vice President

By Willis R. Derring  
Its Secretary

STATE OF HAWAII        )  
                              ) ss.  
COUNTY OF MAUI        )

On this 31<sup>st</sup> day of DECEMBER, 1973,

before me appeared DAVID NOBRIGA, to me personally known, who, being by me duly sworn, did say that he is the Chairman of the BOARD OF WATER SUPPLY OF THE COUNTY OF MAUI, and that the seal affixed to the foregoing instrument is the seal of said Board of Water Supply and that the instrument was signed and sealed in behalf of said Board of Water supply by authority of the said Board, and said DAVID NOBRIGA acknowledged the instrument to be the free act and deed of said Board of Water Supply.

Flaemon Uekou  
NOTARY PUBLIC, Second Judicial  
Circuit, State of Hawaii.

My commission expires: 2/9/75

STATE OF HAWAII        )  
                              ) ss.  
COUNTY OF MAUI        )

On this 31<sup>st</sup> day of December, 1973,

before me appeared William S. Haines and Phil Scott, to me personally known, who, being by me duly sworn, did say that they are the Vice President and Vice President respectively, of EAST MAUI IRRIGATION COMPANY, LIMITED, 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 in 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.

Kiyochi Uehara  
NOTARY PUBLIC, Second Judicial  
Circuit, State of Hawaii.

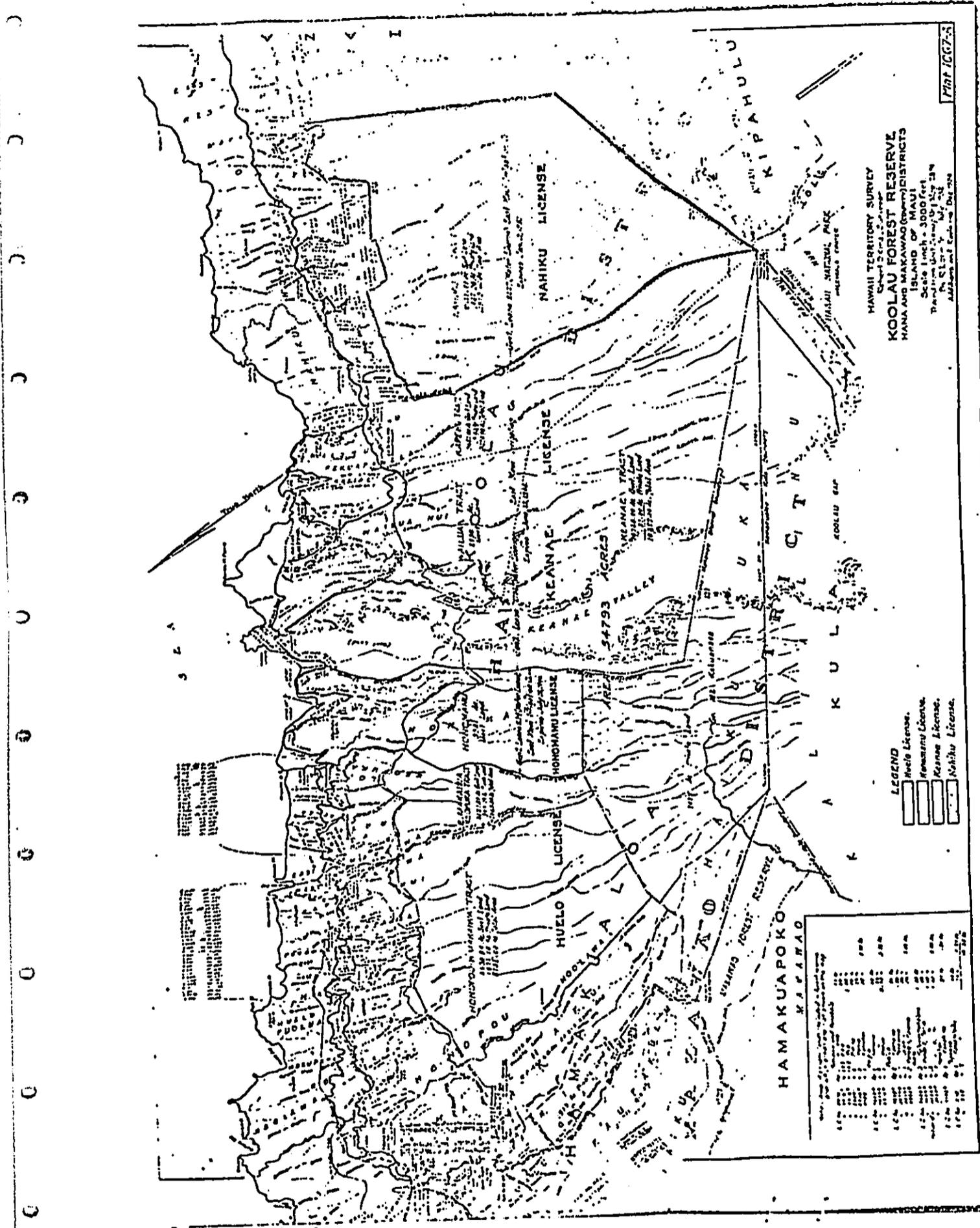
My commission expires: 1/10/75

STATE OF HAWAII                    )  
  ) ss.  
CITY AND COUNTY OF HONOLULU )

On this 31<sup>st</sup> day of December, 1973,  
before me appeared Michael Ulyshen and  
Willis R. Deming, to me personally known, who,  
being by me duly sworn, did say that they are the  
Executive Vice President and Vice President Secretary,  
respectively, of ALEXANDER & BALDWIN, INC., a Hawaii cor-  
poration; that the seal affixed to the foregoing instru-  
ment is the corporate seal of said corporation; that said instru-  
ment was signed and sealed in 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.

Patricia M. Hono  
NOTARY PUBLIC, First Judicial  
Circuit, State of Hawaii.

My commission expires: 10/1/76



HAWAII TERRITORY SURVEY  
 Koolau Forest Reserve  
**KOOLAU FOREST RESERVE**  
 HANA AND MAKAWAO DISTRICTS  
 ISLAND OF HAWAII  
 Scale 1 inch = 3000 feet  
 Drawn by J. M. Smith  
 Pl. 1667-A  
 Approved and Published by the U.S. G.P.O.

**LEGEND**

- Huelo License.
- Keaunui License.
- Keanae License.
- Nahiku License.

| Area           | Acres | Area            | Acres |
|----------------|-------|-----------------|-------|
| Huelo License  | 1,000 | Keaunui License | 1,000 |
| Keanae License | 1,000 | Nahiku License  | 1,000 |
| Other Areas    | ...   | Other Areas     | ...   |



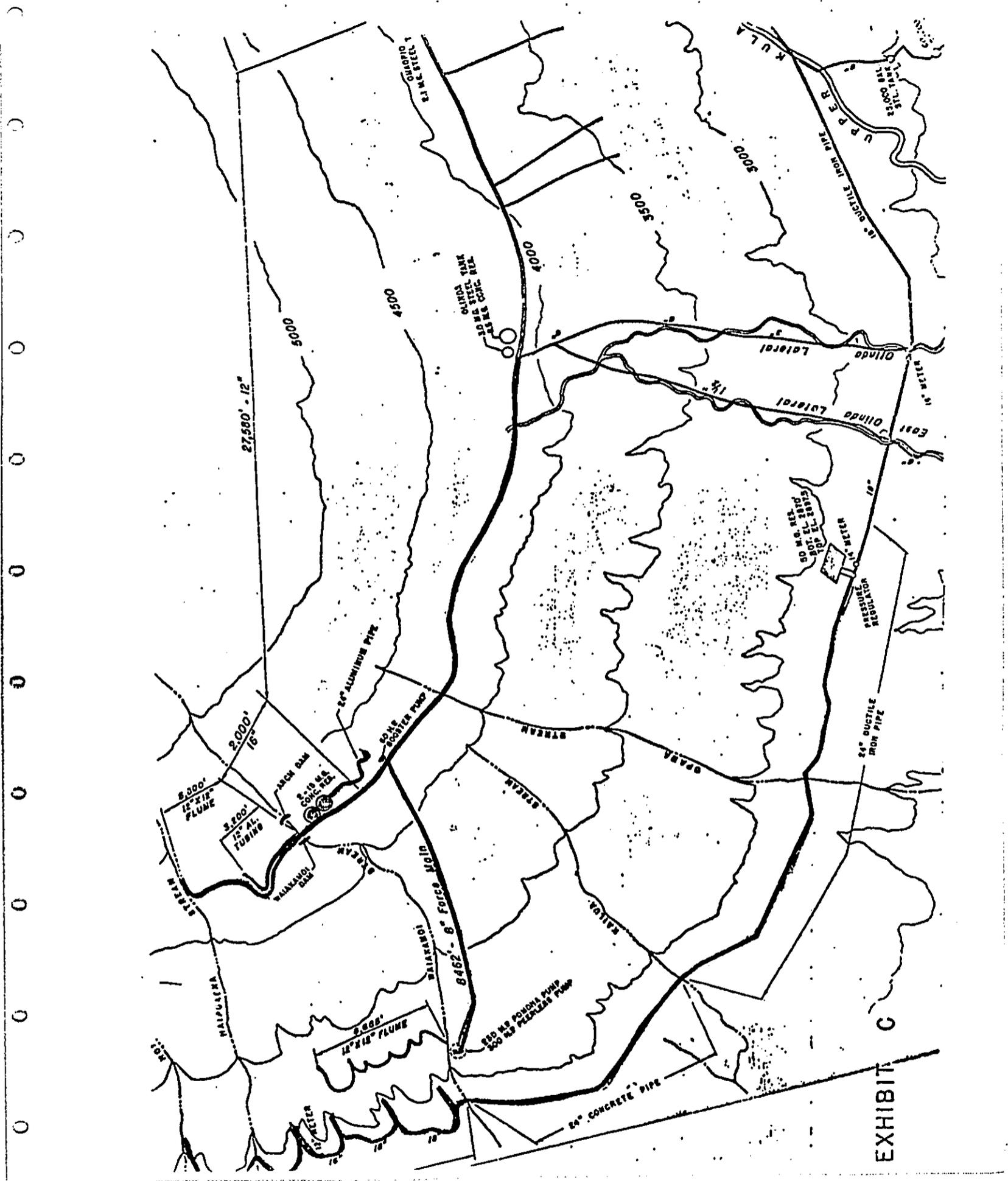


EXHIBIT C