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 and its supporters

COMMISSION ON WATER RESOURCE MANAGEMENT

STATE OF HAWAII

In re Petitions to Amend Interim Instream Flow Standards for Honopou, Huelo (Puolua), Hanehoi, Waikamoi, Alo, Wahinepe'e, Puohokamoa, Haipua'ena, Punalau/Kōlea, Honomanu, Nu'ailua, Pi'ina'au, Palauhulu, Ohia (Waianu), Waiokamilo, Kualani, Wailuanui, West Wailuaiki, East Wailuaiki, Kopili'ula, Puaka'a, Waiohue, Pa'akea, Waiaka'a, Kapa'ula, Hanawī and Makapipi streams.

Case No. CCH-MA13-01

REBUTTAL EXHIBIT LIST OF MAUI TOMORROW FOUNDATION, INC. AND ITS SUPPORTERS FOR RE-OPENED HEARING; CERTIFICATE OF SERVICE

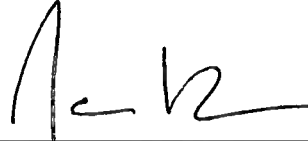
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REBUTTAL EXHIBIT LIST OF MAUI TOMORROW FOUNDATION, INC. AND ITS SUPPORTERS FOR RE-OPENED HEARING

EXHIBIT NUMBER	DESCRIPTION	REFERENCES	ADM
E-1 - E-158	Exhibits, incorporated by reference, as admitted during original contested case hearing		
E-159	Curriculum Vitae for Albert Perez		
E-160	Mālama `Āina: A Conversation About Maui's Farming Future		
E-161	Maui News; August 28, 2016		
E-162	Second Amended Chart, Hanehoi Watershed		
E-163	Hanehoi Stream Diversions; Photos		
E-164	EMI Map of Honopou and Hanehoi Diversions		
E-165	Letter dated September 16, 2016 from Schulmeister to Case		
E-166	NRCS Flyer		
E-167	Newspaper Article on Sale of HC&S farming equipment		
E-168	Photo of EMI diversion dam with notch on Wailuanui Stream June, 2016		
E-169	Photo of sluice gate channel, Hanehoi Stream at New Haiku Ditch October, 2016		
E-170	Acquisition Agreement By And Between Wailuku Water Company LLC And County Of Maui		

E-171	Maui County Draft Water Use and Development Plan, Upcountry, November 30, 2016. http://www.mauicounty.gov/DocumentCenter/View/106359		
E-172	HC&S Application to CWRM for Abandonment of Diversions		
E-173	Alexander & Baldwin, Inc., Premier Hawaii Real Estate Company, Investor Day Presentation, November 2, 2016; Cover page and pages 71 -		

DATED: Wailuku, Maui, Hawaii 1.6.17



Isaac Hall
Attorney for Maui Tomorrow Foundation,
Inc., and its Supporters

CERTIFICATE OF SERVICE

I hereby certify that one copy of the foregoing document was duly served upon the parties listed below by email, on January 6, 2017.

Commission on Water Resource Management
(via U.S. Mail and email
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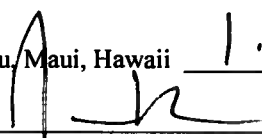
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Pro Se

DATED: Wailuku, Maui, Hawaii

1.6.17


Isaac Hall

Attorney for Maui Tomorrow Foundation, Inc., and its Supporters

Soil Health Key Points



What's critical about soil health now?

1. World population is projected to increase from 7 billion in 2013 to more than 9 billion in 2050. To sustain this level of growth, food production will need to rise by 70 percent.
2. Between 1982–2007, 14 million acres of prime farmland in the U.S. were lost to development.
3. Improving soil health is key to long-term, sustainable agricultural production.

Soil health matters because:

1. Healthy soils are high-performing, productive soils.
2. Healthy soils reduce production costs—and improve profits.
3. Healthy soils protect natural resources on **and** off the farm.
4. Franklin Roosevelt's statement, "The nation that destroys its soil destroys itself," is as true today as it was 75 years ago.
5. Healthy soils can reduce nutrient loading and sediment runoff, increase efficiencies, and sustain wildlife habitat.

What are the benefits of healthy soil?

1. Healthy soil holds more water (by binding it to organic matter), and loses less water to runoff and evaporation.
2. Organic matter builds as tillage declines and plants and residue cover the soil. Organic matter holds 18-20 times its weight in water and recycles nutrients for plants to use.
3. One percent of organic matter in the top six inches of soil would hold approximately 27,000 gallons of water per acre!
4. Most farmers can increase their soil organic matter in **three to 10 years** if they are motivated about adopting conservation practices to achieve this goal.

How to begin your path to Healthy Soils:

1. Keep it covered.
2. Do not disturb.
3. Use cover crops and rotation to feed your soil.
4. Develop a **soil health management plan** with the help of NRCS.

Follow four basic soil health principles to improve soil health and sustainability:

1. Use plant diversity to increase diversity in the soil.
2. Manage soils more by disturbing them less.
3. Keep plants growing throughout the year to feed the soil.
4. Keep the soil covered as much as possible.

What is a Soil Health Management Plan?

1. It's a roadmap to soil health.
2. It outlines a system of practices needed to enhance crop production and soil function, and improve or sustain water quality, air quality, energy efficiency and wildlife habitat.
Some of the recommended conservation practices include: Conservation Crop Rotation, Cover Crops, No Till, Mulching, Nutrient Management, and Pest Management.
3. It provides environmental, economic, health, and societal benefits.
4. It **saves energy** by using less fuel for tillage, and maximizes nutrient cycling.
5. It **saves water** and increases drought tolerance by increasing infiltration and water holding capacity as soil organic matter increases.
6. It **reduces disease** and pest problems.
7. It **improves income sustainability** for farms and ranches.
8. It **improves plant health**.

HC&S plans online auction for plantation equipment

By **MELISSA TANJI**
Staff Writer

More than 450 pieces of equipment and machinery from Hawaiian Commercial & Sugar Co., including Tournahaulers, CAT and John Deere equipment and Ford and Toyota trucks, will be auctioned off online and at the Puunene Mill site next month.

Alexander & Baldwin, the parent company of HC&S, said this week that auction house Global Partners is auctioning equipment left over from sugar operations, which ended this month.

Global Partners' website lists the live webcast auction on Jan. 18 and 19, beginning at 10 a.m. HST. There will be two inspection days, Jan. 16 and 17, from 10 a.m. to 4 p.m. A Global Partners official said that the auction and inspection are open to the public but prospective bidders must register either onsite or online for the web auction.

Items will sold "as-is, where-is," according to the



The Maui News / MATTHEW THAYER photo

A Hawaiian Commercial & Sugar Co. Tournahauler is turned in a tight circle while being positioned to take on a load of harvested cane in May. The company's Tournahaulers are among the more than 450 pieces of equipment and machinery that will be auctioned off online and at the Puunene Mill site next month.

website, and all sales are final. More than 180 photos of red HC&S pickup trucks, bulldozers, Tournahaulers, machine shop equipment, excavators and other equipment and vehicles are featured on the website. No starting prices were

listed as of Thursday morning. The auction page can be found at gaauction.com/events/hcs.

The auction comes about a month after the Puunene Mill went dark and its smokestacks shut off, ending the 145-year

power from Maui Electric Co.

Leftover fiber from the sugar cane, a renewable energy source called bagasse, used to be sent to the mill's power plant to be used as fuel. But, without sugar cane, that is no longer done.

As areas of the mill no longer needed power, they were isolated and have become dark, the company said.

Currently, 350 HC&S employees remain on the payroll, with their last day of work today. But much of the work wound down last week.

And since last week, A&B said that 200 employees have found new jobs. In addition, 99 employees have retired and 13 have relocated away from Maui. At the beginning of 2016, HC&S had 675 workers.

In January, A&B announced its plan to end of sugar operations, citing \$30 million in losses in 2015 with projections of more significant losses.

The company will turn to diversified agriculture for its 36,000 acres of former sugar

cane land.

For about a year, A&B has been testing different grasses on 175 acres with a herd of just over 100 cattle from Ulu-palakua Ranch. The cattle are moved to new grazing sites daily.

Some sugar cane fields were not harvested, although A&B could not say how many. Those fields will be chopped and mulched to leave a protective layer of vegetative matter on the surface to minimize erosion. The work will be done by the remaining employees, which company officials have said will number around 20.

A&B said it has no plans to farm sugar cane as part of its diversification efforts, although there have been "some expressions of interest" from a few parties to grow sugar cane on a small scale. A&B said it would be involved with any future sugar cane farming only as a landlord.

■ *Melissa Tanji can be reached at mtanji@mauinews.com.*

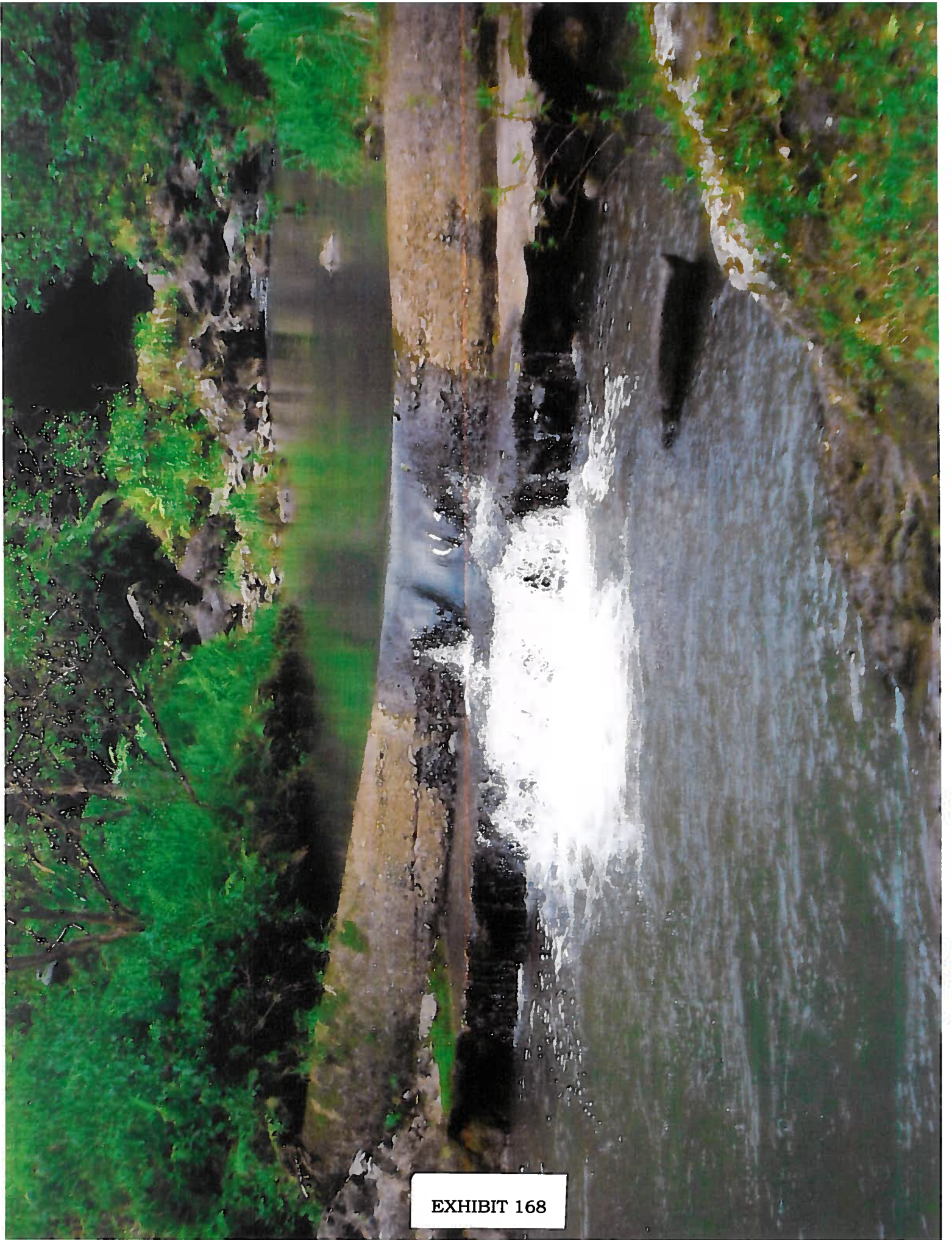


EXHIBIT 168



EXHIBIT 169

ACQUISITION AGREEMENT
BY AND BETWEEN
WAILUKU WATER COMPANY LLC
AND
COUNTY OF MAUI

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ACQUISITION AGREEMENT

THIS ACQUISITION AGREEMENT (this "Agreement") is made as of the date set forth in the section (the "Basic Provisions") immediately below (the "Effective Date"), by and between Wailuku Water Company LLC, ("Seller") c/o Avery Chumbley, P.O. Box 2790, Wailuku, Hawaii, 96793 and County of Maui ("Buyer"), c/o Keith Regan, Managing Director, 200 South High Street, Wailuku, Hawaii, 96793.

BASIC PROVISIONS

1. Effective Date: The Effective Date shall be the date that this Agreement is executed by Buyer and Seller.

2. Buyer: County of Maui, a Municipal Corporation
c/o Keith Regan, Managing Director
200 South High Street
Wailuku, Hawaii 96793

Seller: Wailuku Water Company LLC
P.O. Box 2790
Wailuku, Hawaii 96793

3. Purchase of Assets: At Closing, subject to the terms and conditions set forth in this Agreement, Seller shall sell to Buyer and Buyer shall purchase from Seller, free and clear of any and all liens, claims and liabilities, except as provided herein, the following assets of the Seller, as defined herein.

(a) The Land of the Seller, comprising approximately 8,764 acres, the exact acreage to be confirmed at Closing through survey; and,

(b) Seller's Surface Water Conveyance System, Improvements and associated rights and liabilities.

4. (a) Brief Description of Land: The Land to be transferred from Seller to Buyer under this Agreement involves approximately 8,764 acres and includes parcels of TMK: (2) 3-2-14:01 (approximately 3,306 acres) and TMK: (2) 3-3-3:03 (approximately 2,909 acres) and a portion of TMK: (2) 3-5-03:01 (approximately 2,549 acres). The exact acreage will be defined by survey prior to closing. See Exhibit "A".

(b) Surface Water Conveyance System. In addition to the Land, the Seller shall also transfer and assign to Buyer all of Seller's Surface Water Conveyance System, including water system improvements, easements, entitlements, acreage and infrastructures, and associated rights and obligations, including water delivery contracts. See Exhibit "B", Surface Water Conveyance System.

3-2-14:01 = 5,306 AC. / 3,306 PURCHASED

3-3-3:03 = 2,909 (EXACT)

3-5-03:01 = 3,648 2,549 PURCHASED

3-6-03:01 = 3,421 AC NOT IN COUNTY PURCHASE

Collectively, the Land and Surface Water Conveyance System shall be referred to as Buyer's "Property").

5. Acquisition Price: Buyer shall pay at Closing Nine Million Five Hundred Thousand Dollars (\$9,500,000), as adjusted at Closing, for Buyer's Property with an allocation of Six Million Five Hundred Thousand Dollars (\$6,500,000) at Seven Hundred Fifty Dollars (\$750) per acre for the Land to be transferred to Buyer at Closing, and Three Million Dollars (\$3,000,000) for transfer of the Surface Water Conveyance System.

6. TMK: (2) 3-5-03:01 (Iao South). TMK: (2) 3-5-03:01 comprises approximately 3,649 acres. A portion of this parcel, approximately 1,100 acres, is subject to sale to another party which may close prior to the Closing of this transaction or may close after the Closing of this transaction.

At closing of this transaction, the Buyer will obtain an undivided interest in TMK: (2) 3-5-03:01 which interest will provide the Buyer exclusive possession and control of the referenced portion of the parcel. At closing the Seller shall be obligated to institute proceedings to subdivide the parcel upon an agreed upon subdivision instructions and an agreed upon timetable with the Buyer. Buyer will cooperate and assist in the Seller's efforts to subdivide the parcel.

Upon final subdivision approval of the parcel, the Buyer shall obtain fee simple title to the referenced portion of the parcel. Prior to final subdivision of the referenced portion of the parcel, Buyer will be a co-tenant under a tenancy in common agreement with an undivided interest in the entire parcel with the reserved rights of exclusive possession and control of the referenced portion of the parcel. Upon final subdivision, the tenancy in common agreement will terminate and Buyer will obtain fee simple title to the referenced portion of the parcel.

7. Name and Address of Escrow Agent:

Title Guaranty Escrow Services, Inc.
80 Puunene Avenue
Kahului, Hawaii 96732
Attention: Mark Renschen

8. Earnest Money: Buyer and Seller will establish Escrow at Title Guaranty Escrow Services, Inc. located at 80 Puunene Avenue, Kahului, Hawaii, 96732, Attention: Mark Renschen. A deposit in the amount of \$100,000 will be placed in Escrow within seven (7) calendar days after approval by the Council of the County of Maui and certification of funds available to close the transaction from the Director of Finance of the County of Maui. The deposit shall be deposited in an interest bearing account by the Escrow Agent, as directed by Seller, and the deposit and interest thereon shall be applied to purchase price in the event of closing.

If the Buyer fails to make the deposit to the Escrow Agent, this Agreement shall

automatically be cancelled and neither party shall have any further obligations to the other with respect to the transaction.

9. Inspection Period: The Buyer shall have an inspection period commencing on the date of the agreement to perform all investigations and studies that the Buyer deems prudent, necessary and appropriate in the purchase of the Property. At the commencement of the inspection period Seller shall transmit to Buyer all documentation concerning Seller's Surface Water Conveyance System including contracts, permits, easements, an identification of title to real and personal property interests and all documents requested by Buyer. All costs and expenses to be performed by the Buyer's investigation shall be borne by the Buyer. The Buyer's Inspection Period shall terminate on April 1, 2017. During the Buyer's due diligence period, Buyer shall achieve the following:

(a) Appraisal of Property. Buyer and Seller agree that to obtain Council approval of the transaction the Buyer must engage an appraiser and obtain an appraisal of the Property for the Council's consideration. The Buyer agrees to engage an appraiser for the appraisal of the Property and have the appraisal completed no later than March 15, 2017. Once the appraisal is completed the Buyer and Seller shall meet and confer on the appraisal valuation. If the appraised value of the Property is less than the Acquisition Price, Buyer and Seller will need to determine whether they wish to amend the price or terminate the agreement. Buyer and Seller shall meet to make such decisions no later than five (5) calendar days after the appraisal is completed.

(b) Notice of Council's Action. No later than April 1, 2017 the Buyer shall notify the Seller in writing that the Buyer has approved the Property and that the Council has either approved or not approved the transaction and if approved, that the County Finance Director has provided a certification of funds for Closing. If such notice is not received by the Buyer by April 1, 2017, the Buyer shall notify Seller and Escrow with a written notification of termination of the agreement.

(c) Notice of Council's Approval. If prior to April 1, 2017 the Council of the Buyer has approved the transaction and the Director of Finance of the County of Maui has certified funds to close the transaction, then the Buyer shall notify Seller and Escrow of the same in writing and the Buyer shall make the deposit to the Escrow Agent of \$100,000.

10. Date of Closing: Closing will take place on July 1, 2017 or at another time agreed to in writing between Buyer and Seller.

11. Seller's Condition of Closing. The obligations of Buyer to close are subject to the approval of the transaction by members of the Buyer and the withdrawal of the Public Utilities Commission (P.U.C.) application, currently pending, and the consent of the P.U.C. for such withdrawal.

12. Seller's Designated Agent: Avery B. Chumbley.

Buyer's Designated Agent: Keith Regan

13. Broker: Not applicable.

14. Notice Address of County:

County of Maui
c/o Keith Regan, Managing Director
200 South High Street
Wailuku, Hawaii 96793

With a copy to: Patrick Wong, Corporation Counsel
Department of the Corporation Counsel
200 South High Street, 3rd Floor
Wailuku, Hawaii 96793

Notice Address of Seller:

Avery B. Chumbley
P.O. Box 2790
Wailuku, Hawaii 96793

With a copy to: Paul R. Mancini, Esq.
Mancini Welch & Geiger
305 E. Wakea Avenue, Suite 200
Kahului, Hawaii 96732

ARTICLE 1

DISPOSITION

1.1 Disposition. Subject to the terms and conditions hereinafter set forth, Seller agrees to convey and Buyer agrees to acquire the following:

(a) The Land more particularly described on Exhibit "A" attached hereto and made a part hereof, together with all rights and appurtenances pertaining to such Land, including the property to be subdivided by the Buyer under Section 6 of the Basic Provisions, (TMK: (2) 3-5-03:01); and the Surface Water Conveyance System and all rights, obligations and appurtenances pertaining to the same as described in Exhibit "B", attached hereto and made a part hereof.

(b) All existing studies, plans, records, permits and entitlements pertaining to the Property and not otherwise excluded from delivery to the Buyer herein.

1.2 Property Defined. The Land and Surface Water Conveyance System are hereinafter sometimes referred to collectively as the “Property”).

1.3 Permitted Exceptions. The Property shall be conveyed subject to the matters which are, or are deemed to be, Permitted Exceptions pursuant to Article 2 hereof (herein referred to collectively as the “Permitted Exceptions”).

1.4 Acquisition Price. Seller is to convey and the Buyer is to acquire the Property for the amount set forth in the Basic Provisions (the “Acquisition Price”). Seller and the Buyer agree that the Acquisition Price is the agreed market value of the Property and that the Acquisition Price shall be allocated as referenced in Section 5 of the Basic Provisions.

1.5 Payment of Acquisition Price. The Acquisition Price, as increased or decreased by prorations and adjustments as herein provided, shall be payable in full at Closing in cash by wire transfer or certified check of immediately available federal funds to Escrow.

1.6 Earnest Money. At the date identified in Section 8 of the Basic Provisions, Buyer shall deposit with the escrow agent set forth in the Basic Provisions (the “Escrow Agent”), having its office at the address set forth in the Basic Provisions, the sum set forth in the Basic Provisions (the “Earnest Money”) in good funds, either by cashier’s check or wire transfer of immediately available federal funds. The Escrow Agent shall hold the Earnest Money in an interest-bearing account. All interest accruing on such sum shall become a part of the Earnest Money and shall be distributed as Earnest Money in accordance with the terms of this Agreement.

ARTICLE 2

TITLE AND SURVEY

2.1 Title Examination; Commitment for Title Insurance. Buyer shall have until the expiration of the Inspection Period (defined in Section 9 hereof) to examine title to the Property.

2.2 Title Objections; Cure of Title Objections. Buyer shall have until the expiration of the Inspection Period to notify Seller, in writing, of such objections as the Buyer may have to anything contained in the Title Commitment. In the event the Buyer shall timely notify Seller of objections to any item contained in the Title Commitment, Seller shall have the right, but not the obligation, to cure such objections. If Seller elects not to cure any objections specified in the Buyer’s notice, or if such are not satisfied prior to the end of the Inspection Period, Buyer shall have the following options: (i) to accept a conveyance of the Property subject to the Permitted Exceptions, specifically including any matter objected to by Buyer which Seller is unwilling or unable to cure, and without reduction of the Acquisition Price; or (ii) to terminate this Agreement by sending written notice thereof to Seller no later than the end of the Inspection Period, and upon delivery of such notice of termination, this Agreement shall terminate and the Earnest Money shall be returned to Buyer and thereafter neither party hereto shall have any

further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement. If Buyer fails to timely deliver notice of termination under clause (ii) above, Buyer will be deemed to have elected to proceed to closing under clause (i) above.

2.3 Conveyance of Title. At Closing, Seller shall convey and transfer to Buyer such title to the Property as will enable the Title Company to issue to Buyer an Owner's Policy of Title Insurance (the "Title Policy") with coverages covering the Property, in the full amount of the Acquisition Price. Seller shall be required at Closing to remove or cause the Title Company to insure over any monetary liens other than real property taxes and governmental assessments not then due and payable. Notwithstanding anything contained herein to the contrary, the Property shall be conveyed subject to the following matters, which shall be deemed to be Permitted Exceptions:

- (a) the lien of all ad valorem real property taxes and assessments not yet due and payable as of the date of Closing, subject to adjustment as herein provided;
- (b) local, state and federal laws, ordinances or governmental regulations, including but not limited to, building and zoning laws, ordinances and regulations, nor or hereafter in effect relating to the Property; and
- (c) items appearing of record and, in either case, not objected to by Buyer or waived or deemed waived by Buyer in accordance with Sections 2.2 and 2.3 hereof.

ARTICLE 3

INSPECTION PERIOD

3.1 Right of Inspection. During the Inspection Period, Buyer shall have the right to review all non-physical aspects of the Property, including but not limited to title, zoning, entitlements, subdivision conditions and all other issues which do not require physical investigation of the Property; provided, however, such review may involve examination at the offices of Seller or elsewhere as the same may be located, any operating file maintained by Seller or its property manager in connection with the maintenance and/or management of the Property, but excluding materials not directly related to the maintenance and/or management of the Property such as Seller's internal memoranda, financial projections, budgets, appraisals, accounting and tax records and similar proprietary or confidential information. Seller shall promptly provide to Buyer, to the extent in Seller's possession or control and without any warranty or representation as to accuracy or completeness other than as set forth in Section 5.1 below, copies of Seller's existing documentation pertaining to (a) all plans and governmental approvals; (b) applications and submittals for pending subdivision; (c) information concerning public access rights; (d) information concerning existing water meter assignments; (e) copies of any leases; (f) the environmental condition of the Property, including any presently existing violations of law within Seller's knowledge; and (g) existing technical studies, reports, and work product in Seller's possession or control relating to topography, soils, surface water, ground

water exploration and development, and drainage. On-site inspections may including, without limitation, soils tests, engineering studies and such feasibility and other studies regarding the condition of the Property, as Buyer considers prudent. Buyer agrees to indemnify against and hold Seller harmless from any claim for liabilities, costs, expenses (including reasonable attorneys' fees actually incurred) damages or injuries arising out of or resulting from the inspection of the Property by Buyer or its agents, and notwithstanding anything to the contrary in this Agreement, such obligation to indemnify and hold harmless Seller shall survive Closing or any termination of this Agreement. All inspections shall occur at reasonable times agreed upon by Seller and Buyer and shall be conducted so as not to interfere unreasonably with use of the Property by Seller.

3.2 Inspection Period Right of Termination. Seller agrees that in the event Buyer determines (such determination to be made in Buyer's sole and absolute discretion) that the Property is not suitable for its purposes, Buyer shall have the right, in Buyer's sole and absolute discretion, to terminate this Agreement by giving written notice thereof to Seller, prior to the end of the Inspection Period. If Buyer gives such notice of termination within the Inspection Period, this Agreement shall terminate and the Earnest Money shall be returned to Buyer. Time is of the essence with respect to the provisions of this Section 3.2. If Buyer fails to give Seller notice of termination prior to the expiration of the Inspection Period, Buyer shall no longer have any right to terminate this Agreement under this Section 3.2 and shall be bound to proceed to Closing and consummate the transaction contemplated hereby pursuant to the terms of this Agreement.

ARTICLE 4

CLOSING

4.1 Time and Place. The consummation of the transaction contemplated hereby ("Closing") shall occur upon recordation of the Deed, at 8:00 a.m. (local time at the Property) on the date set forth in the Basic Provisions. At Closing, Seller and Buyer shall perform the obligations set forth in, respectively, Section 4.2 and Section 4.3, the performance of which obligations shall be concurrent conditions.

4.2 Seller's Obligations at Closing. At Closing, Seller shall:

(a) deliver to Buyer a duly executed limited warranty deed in the form reasonably acceptable to the Buyer, as well as all other documents of conveyance to close the transaction including, but not limited to the required easements, bill of sale for personal property to be transferred, permits/entitlements, pending applications, assumption of contracts, and other documentation to transfer the Surface Water Conveyance System;

(b) deliver to Buyer such evidence as the Title Company may reasonably require as to the authority of the person or persons executing documents on behalf of Seller; and

(c) deliver to Buyer an affidavit duly executed by Seller stating that Seller is

not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code") and the Treasury Regulations thereunder and an affidavit that Seller is a resident under the Hawaii Real Property Tax Act.

(d) certifications on compliance with Section 11 of the Basic Provisions that Seller's members have approved the transaction and that the P.U.C. has approved the withdrawal of Seller's application before the P.U.C.

4.3 Buyer's Obligations at Closing: At Closing, Buyer shall:

(a) pay to Seller the full amount of the Acquisition Price, as increased or decreased by prorations and adjustments as herein provided, all funds required of the Buyer to close the transaction under Section 4.5 herein, all in immediately available wire transferred funds or cashier's check pursuant to Section 1.5 above, it being agreed that at Closing, the Earnest Money Deposit(s) shall be delivered to Seller and applied towards payment of the Acquisition Price;

(b) join Seller in execution of the instruments described in Section 4.2(a);

(c) deliver to Seller such evidence as Seller's counsel and/or the Title Company may reasonably require as to the authority of the person or persons executing documents on behalf of Buyer; and

(d) deliver such additional documents as shall be reasonably required to consummate the transaction contemplated by this Agreement.

4.4 Credits and Prorations.

(a) The following shall be apportioned between Seller and Buyer with respect to the Property as of 12:01 a.m. on the day following the day of Closing, as if Buyer were vested with title to the Property during the entire day following the day upon which Closing occurs:

(i) real property taxes and governmental assessments levied against the Property;

(ii) utility charges for which Seller is liable, if any, such charges to be apportioned at Closing on the basis of the most recent meter reading occurring prior to Closing;

(iii) any other operating expenses or other items pertaining to the Property which are customarily prorated in the area in which the Property is located.

(b) Notwithstanding anything contained in the foregoing provisions, any taxes paid at or prior to Closing shall be prorated based upon the amount actually paid. If taxes and assessments for the current year have not been paid at or prior to Closing, Seller shall be charged at Closing an amount equal to that portion of such taxes and assessments which relates to the

period before Closing. Any such apportionment made with respect to a tax year for which the tax rate or assessed valuation, or both, have not yet been fixed shall be based upon the tax rate and/or assessed valuation last fixed. To the extent that the actual taxes and assessments for the current year differ from the amount apportioned at Closing, the parties shall make all necessary by appropriate payments between themselves following Closing.

(c) The provisions of this Section 4.4(b) shall survive Closing.

4.5 Closing Costs. Seller shall pay (a) the fees of any counsel representing Seller in connection with this transaction; (b) one-half of the fee for the issuance of a Hawaii Standard Owner's Policy of title insurance in the amount of the Acquisition Price, without endorsement; (c) one-half of any escrow fees charged by the Escrow Agent; (d) recording fees for the Deed; and (e) parties agree that the Hawaii conveyance tax shall be exempt from the transaction pursuant to HRS, Section 247-3(9) and the provisions therein are applicable to the transaction. Buyer shall pay (a) the fees of any counsel representing Buyer in connection with this transaction; (b) the remainder of the premium for the Owner's Policy of Title Insurance (including all endorsements thereto and all costs of any upgrade to such policy) to be issued to Buyer by the Title Company at Closing; (c) one-half of any escrow fees charged by the Escrow Agent; and (d) the cost of engineering and surveying services to obtain subdivision approval, which shall be reimbursed by the Buyer to Seller at Closing.

4.6 Conditions Precedent to Obligation of Buyer. The obligation of Buyer to consummate the transaction hereunder shall be subject to the fulfillment on or before the date of Closing of all of the following conditions, any or all of which may be waived by Buyer in its sole discretion:

(a) Seller shall have delivered to Buyer (or the Title Company in escrow) all of the items required to be delivered to Buyer pursuant to the terms of this Agreement, including but not limited to, those provided in Section 4.2.

(b) All of the representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects as of the date of Closing (with appropriate modifications permitted under this Agreement or not materially adverse to Buyer).

(c) Seller shall have performed and observed, in all material respects, all covenants and agreements of this Agreement to be performed and observed by Seller as of the date of Closing.

(d) The Title Company shall issue the Title Policy in the form the Title Company committed to issue prior to the expiration of the Non-Physical Inspection Period.

(e) Certifications on compliance with Section 11 of the Basic provisions that Seller's members have approved the transaction and that the P.U.C. has approved the withdrawal of Seller's application before the P.U.C.

4.7 Conditions Precedent to Obligation of Seller. The obligation of Seller to consummate the transaction hereunder shall be subject to the fulfillment on or before the date of Closing of all of the following conditions, any or all of which may be waived by Seller in its sole discretion:

(a) Seller (or the Title Company, in escrow) shall have received the Acquisition Price as adjusted pursuant to and payable in the manner provided for in this Agreement.

(b) Buyer shall have delivered to Seller (or the Title Company, in escrow) all of the items required to be delivered to Seller pursuant to the terms of this Agreement, including but not limited to, those provided for in Section 4.3.

(c) All of the requirements and warranties of Buyer contained in this Agreement shall be true and correct in all material respects as of the date of Closing.

(d) Buyer shall have performed and observed, in all material respects, all covenants and agreements of this Agreement to be performed and observed by Buyer as of the date of Closing.

ARTICLE 5

REPRESENTATIONS, WARRANTIES AND COVENANTS

5.1 Representations and Warranties of Seller. Seller hereby makes the following representations and warranties to Buyer as of the Effective Date:

(a) Seller has been duly organized and is validly existing as a limited liability company under the laws of Hawaii. Seller has the full right and authority to enter into this Agreement and, to transfer all of the Property to be conveyed by Seller pursuant hereto and to consummate or cause to be consummated the transactions contemplated herein to be made by Seller. The persons signing this Agreement on behalf of Seller are authorized to do so.

(b) Except as disclosed to the Buyer, to Seller's knowledge, there is no action, suit or proceeding pending or threatened against Seller or the Property, relating to any alleged violation of law or any environmental rules or Seller's legal duty to third parties or governmental agencies in connection with Seller's ownership, operation or use of the Property.

(c) Other than disclosed to Seller to Buyer, to Seller's knowledge, Seller has delivered or made available to Buyer all documentation Seller is required to provide Buyer pursuant to this Agreement.

5.2 Survival of Seller's Representations and Warranties. The representations and warranties of Seller set forth in Section 5.1 are true on the Effective Date and shall be true as of the Date of Closing.

5.3 Covenants of Seller. Seller hereby covenants with Buyer as follows:

(a) From the Effective Date hereof until the Closing or earlier termination of this Agreement, Seller shall use reasonable efforts to operate and maintain the Property in a manner generally consistent with the manner in which Seller has operated and maintained the Property prior to the date hereof.

5.4 Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller:

(a) Buyer has the full right, power and authority to purchase the Property as provided in this Agreement and to carry out Buyer's obligations hereunder, and all requisite action necessary to authorize Buyer to enter into this Agreement and to carry out its obligations hereunder have been, or by the Closing will have been, taken. The person signing this Agreement on behalf of Buyer is authorized to do so.

(b) There is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending against Buyer which, if adversely determined, could individually or in the aggregate materially interfere with the consummation of the transaction contemplated by this Agreement.

5.5 Covenants of Buyer. If Buyer, in connection with its investigation of the Property during the Inspection Period, elects to inspect the Property for the presence of Hazardous Substances (as hereinafter defined), Buyer shall furnish to Seller copies of any reports received by Buyer in connection with any such inspection. Buyer hereby assumes full responsibility for such inspections and irrevocably waives any claim against Seller arising from the presence of Hazardous Substances in, on, under or contiguous to the Property. Buyer shall pay all costs and expenses of any such investigation and testing and shall indemnify and hold Seller and the Property harmless from and against all injury and damages suffered or incurred by Seller caused by Buyer in Buyer's investigations, but if Buyer does not acquire the Property, such indemnification shall exclude any clean-up costs for any existing environmental condition discovered by Buyer in said investigation. Buyer shall further repair and restore any damage to the Property caused by or occurring during Buyer's testing, and shall return the Property to substantially the same condition as existed prior to such injury. As used herein, the term "Hazardous Substances" means any toxic, noxious, or hazardous wastes or substances of any kind or form including, without limitation of the generality of the foregoing, asbestos, PCB's, and all substances defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9061 et seq., Hazardous Materials Transportation Act, 49 U.S.C. §1802, The Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. and in the Toxic Substance Control Act of 1976, as amended, 15 U.S.C. §2601 et seq., or in any other applicable environmental law and all substances regulated as "pollutants" or "contaminants" in any applicable environmental law.

ARTICLE 6

DEFAULT

6.1 Default by Buyer. The Buyer and Seller agree that in the event the Buyer defaults in the Buyer's obligations hereunder to close its purchase of the land, which default remains uncured five (5) days following written notice from Seller specifying the nature of said default, then the Buyer shall be deemed to be in breach of this Agreement, and Seller shall thereafter be entitled to terminate this Agreement and the Escrow upon written notice to the Buyer and the Escrow Agent, who shall terminate the Escrow and immediately release to Seller the Earnest Money, inclusive of any amount of interest thereon. The Buyer shall pay to Escrow Agent any charges incurred by the Escrow Agent in the course of administering the Escrow which, in accordance with this Agreement, were payable by the Buyer or Seller. This foregoing remedy of Seller for the Buyer's breach of this Agreement is as Liquidated Damages, and not as a penalty, the parties agreeing that Seller's actual damages, if any, which may occur in the event the Buyer breaches this Agreement, would be difficult or impractical to ascertain, but a reasonable estimate of which is stipulated to be equal to the amount of the Earnest Money, inclusive of any interest thereon. Seller's remedy described in this paragraph shall be Seller's sole remedy in the event of the Buyer's breach of this Agreement, and Seller hereby waives the remedy of specific performance.

6.2 Default by Seller. In the event that Seller fails to consummate this Agreement for any reason other than Buyer's default or the permitted termination of this Agreement by Seller or Buyer as herein expressly provided, Buyer shall be entitled, as its sole remedy, either (a) to receive the return of the Earnest Money, which return shall operate to terminate this Agreement and release Seller from any and all liability hereunder, or (b) to enforce specific performance of Seller's obligation to execute the documents required to convey the Property to Buyer, it being understood and agreed that the remedy of specific performance shall not be available to enforce any other obligation of Seller hereunder. Buyer expressly waives its rights to seek damages in the event of Seller's default hereunder. Buyer shall be deemed to have elected to terminate this Agreement and receive back the Earnest Money if Buyer fails to file suit for specific performance against Seller in a court having jurisdiction in the county and state in which the Property is located, on or before one hundred twenty (120) days following the date upon which Closing was to have occurred.

ARTICLE 7

RISK OF LOSS

7.1 Damage. In the event of material loss or damage to the Property or any portion thereof occurring prior to Closing and after the expiration of Buyer's contract termination right under Section 3.2 above, Buyer shall have the right to terminate this Agreement and receive a full refund of Buyer's deposit. Upon Closing, full risk of loss with respect to the Property shall pass to Buyer.

ARTICLE 8

MISCELLANEOUS

8.1 Arbitration. Any dispute between the Parties arising out of or relating to the terms and conditions or subject matter of this Agreement, at the option of either party, shall be submitted to mediation. If the dispute cannot be resolved within ten (10) days after the commencement of the mediation process, or neither party desires to submit the matter to the mediation process, the dispute, at the option of either party, shall be submitted to binding arbitration. The Parties shall attempt to select a single arbitrator by mutual agreement. If the Parties cannot reach an agreement on the selection of an arbitrator, a single arbitrator shall be selected in accordance with Chapter 658A of the Hawaii Revised Statutes. The Parties agree that the decision of the arbitrator shall be binding, final, enforceable and not appealable to any court except as provided in Chapter 658A of the Hawaii Revised Statutes. All proceedings shall be held in Honolulu, Hawaii. The arbitrator shall determine which and to what extent each Party shall be responsible for costs and expenses, including reasonable attorneys' fees. The Parties shall use the services of Dispute Prevention and Resolution, Inc. to conduct the arbitration, but if such organization is not able to so serve, the Parties shall jointly select a similar alternative dispute resolution organization with offices in Honolulu, Hawaii to provide such services.

8.2 Public Disclosure. Prior to Closing, any release to the public of information with respect to the sale contemplated herein or any matters set forth in this Agreement will be made only after informing Seller of the same.

8.3 Discharge of Obligations. The acceptance of the Deed by Buyer shall be deemed to be a full performance and discharge of every representation and warranty made by Seller herein and every agreement and obligation on the part of Seller to be performed pursuant to the provisions of this Agreement, except those which are herein specifically stated to survive Closing.

8.4 Assignment. Buyer may not assign its rights under this Agreement to anyone other than a Permitted Assignee without first obtaining Seller's written approval which may be given or withheld in Seller's sole discretion.

8.5 Notices. Any notices pursuant to this Agreement shall be given in writing by (a) personal delivery, or (b) reputable overnight delivery service with proof of delivery, or (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (d) legible facsimile transmission sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given either at the time of personal delivery, or, in the case of expedited delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein, or, in the case of facsimile transmission, as of the date of the facsimile transmission provided that an original of such facsimile is also sent to the intended addressee by means described in clauses (a), (b) or (c) above. Unless changed in accordance with the preceding sentence, the addressees for notices

given pursuant to this Agreement shall be as follows:

If to Seller:

Wailuku Water Company LLC
c/o Avery B. Chumbley
P.O. Box 2790
Wailuku, Hawaii 96793

with a copy to: Paul R. Mancini, Esq.
Mancini, Welch & Geiger
305 E. Wakea Avenue, Suite 200
Kahului, Hawaii 96732

If to Buyer: County of Maui
c/o Keith Regan, Managing Director
200 South High Street
Wailuku, Hawaii 96793

with a copy to: Patrick Wong, Corporation Counsel
Department of the Corporation Counsel
200 South High Street, 3rd Floor
Wailuku, Hawaii 96793

8.6 Binding Effect. This Agreement shall not be binding in any way upon Seller and/or the Buyer until the Council of the County of Maui has approved the Agreement and has provided authorization and funding to proceed with the Acquisition of the Property.

8.7 Modifications. This Agreement cannot be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought.

8.8 Calculation of Time Periods. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday under the laws of the State in which the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of any such period shall be deemed to end at 5:00 p.m., local time.

8.9 Successors and Assigns. The terms and provisions of this Agreement are to apply to and bind the permitted successors and assigns of the parties hereto.

8.10 Entire Agreement. This Agreement, including the Exhibits, contains the

entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to such subject matter.

8.11 Further Assurances. Each party agrees that it will without further consideration execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement. Without limiting the generality of the foregoing, Buyer shall, if requested by Seller, execute acknowledgments of receipt with respect to any materials delivered by Seller to Buyer with respect to the Property. The provisions of this Section 8.10 shall survive Closing.

8.12 Counterparts. This Agreement may be executed in counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement.

8.13 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

8.14 Applicable Law. This Agreement is performable in the state in which the Property is located and shall in all respects be governed by, and construed in accordance with, the substantive federal laws of the United States and the laws of such state. Seller and Buyer hereby irrevocably submit to the jurisdiction of any state or federal court sitting in the state in which the Property is located in any action or proceeding arising out of or relating to this Agreement and hereby irrevocably agree that all claims in respect of such action or proceeding shall be heard and determined in a state or federal court sitting in the state in which the Property is located. Buyer and Seller agree that the provisions of this Section 8.13 shall survive the Closing of the transaction contemplated by this Agreement.

8.15 No Third Party Beneficiary. The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Buyer only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

8.16 Exhibits. The following exhibits attached hereto shall be deemed to be an integral part of this Agreement:

- (a) Exhibit A Description of Land
- (b) Exhibit B Map of Land and Surface Water Conveyance

System

8.17 Captions. The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or

define the text of any section or any subsection hereof.

8.18 Construction. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

8.19 Termination of Agreement. It is understood and agreed that if either Buyer or Seller terminates this Agreement pursuant to a right of termination granted hereunder (for any reason other than the other party's breach of contract), such termination shall operate to relieve Seller and Buyer from all obligations under this Agreement, except for such obligations as are specifically stated herein to survive the termination of this Agreement.

8.20 No Recordation. Neither this Agreement nor any memorandum of the terms hereof shall be recorded or otherwise placed of public record and any breach of this covenant shall entitle the party not placing same of record to pursue its rights and remedies under Article 6.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement as of the Effective Date.

WAILUKU WATER COMPANY LLC

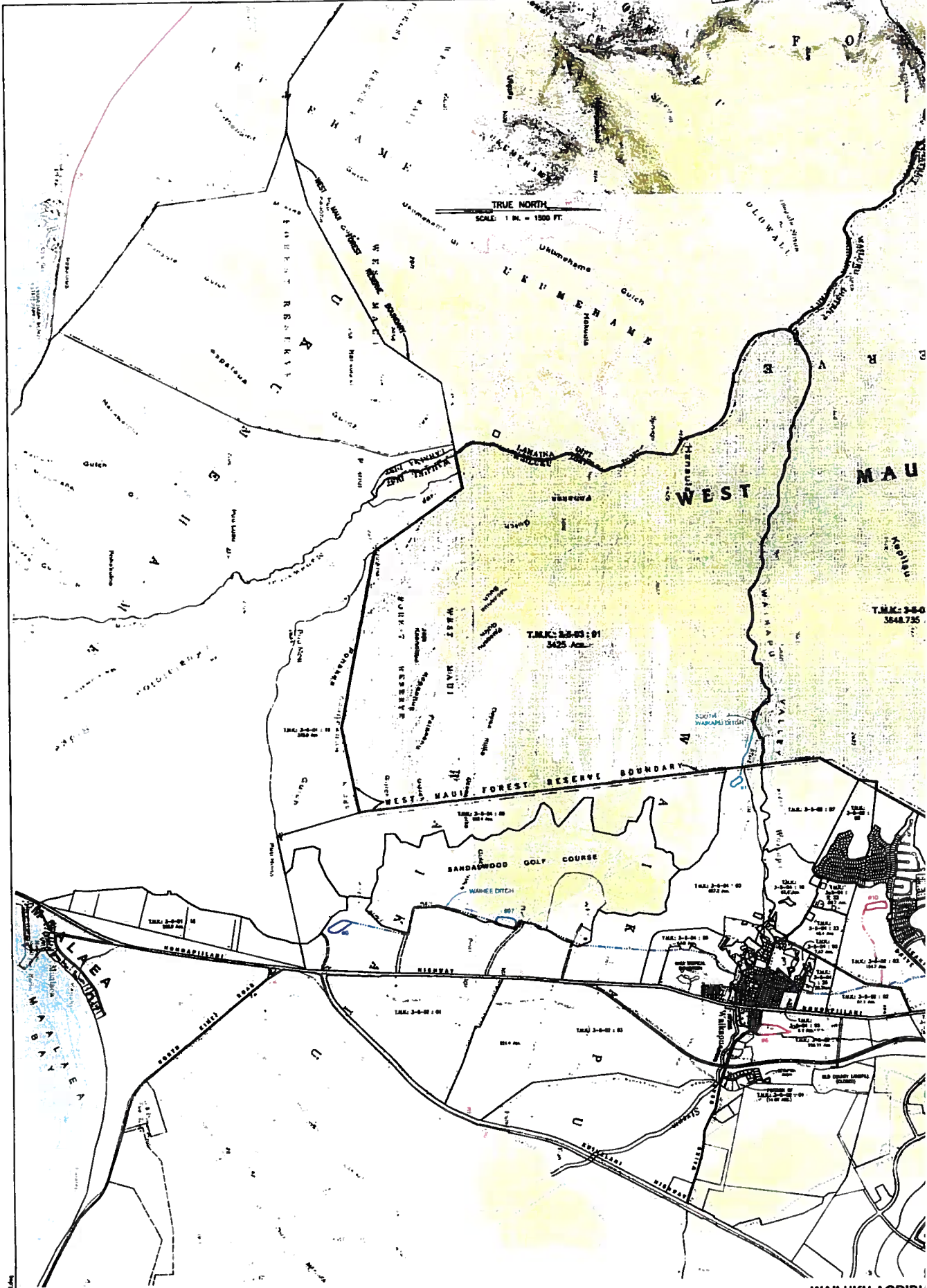
By: Avery B. Chumbley
Its: Manager

COUNTY OF MAUI

By: _____
Its: _____

EXHIBIT "A"

DESCRIPTION OF LAND



TRUE NORTH
SCALE: 1 IN. = 1800 FT.

T.M.K. 2-8-03:01
3425 AC.

LEGEND:

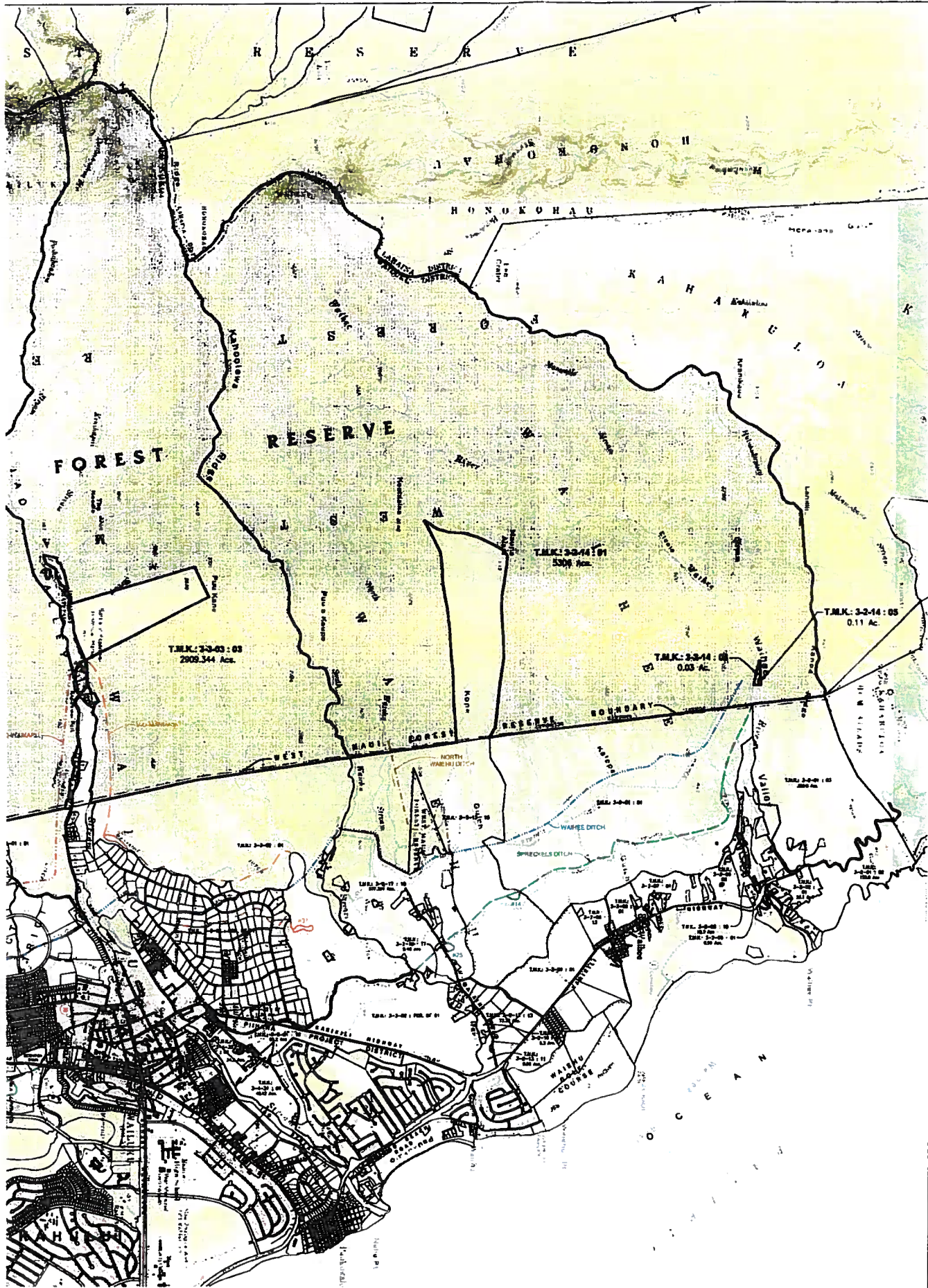
	WAHEE DITCH		NORTH WAIKAPU
	SPRECKELS DITCH		IAO - WAIKAPU
	IAO - MAKAMA		SOUTH WAIKAPU

LEGEND:

	Developable Lands Owned by Waialae Agribusiness Co., Ltd.
	Lands within Forest Reserve Owned by Waialae Agribusiness Co., Ltd.

**WAILUKE AGRIBU
WITHIN WEST M**

0 1500
SCALE:



LTD. LANDS
RESERVE

WARREN E. URSCHER
ENGINEERING, INC.
May 22, 2001

EXHIBIT "B"

MAP OF LAND AND SURFACE WATER CONVEYANCE SYSTEM

Wailuku Agribusiness Co., Inc. Water System GPS Points

Stream Diversions

- 1 Waihee Ditch @ Waihee Stream
- 2 Spreckels Ditch @ Waihee Stream
- 3 Field #1 Intake Ditch @ Waihee Stream
- 4 North Waihehu Ditch @ Waihehu Stream
- 5 Waihee Ditch @ Waihehu Stream
- 6 Iao-Maniania Ditch @ Iao Stream
- 7 Iao-Waikapu Ditch @ Iao Stream
- 8 Kama Ditch @ Iao Stream
- 9 South Waikapu Ditch @ Waikapu Stream
- 10 Everett Ditch @ Waikapu Stream
- 11 Waihee Ditch @ Waikapu Stream
- 12 Reservoir #6 Intake @ Waikapu Stream

Gauging Stations

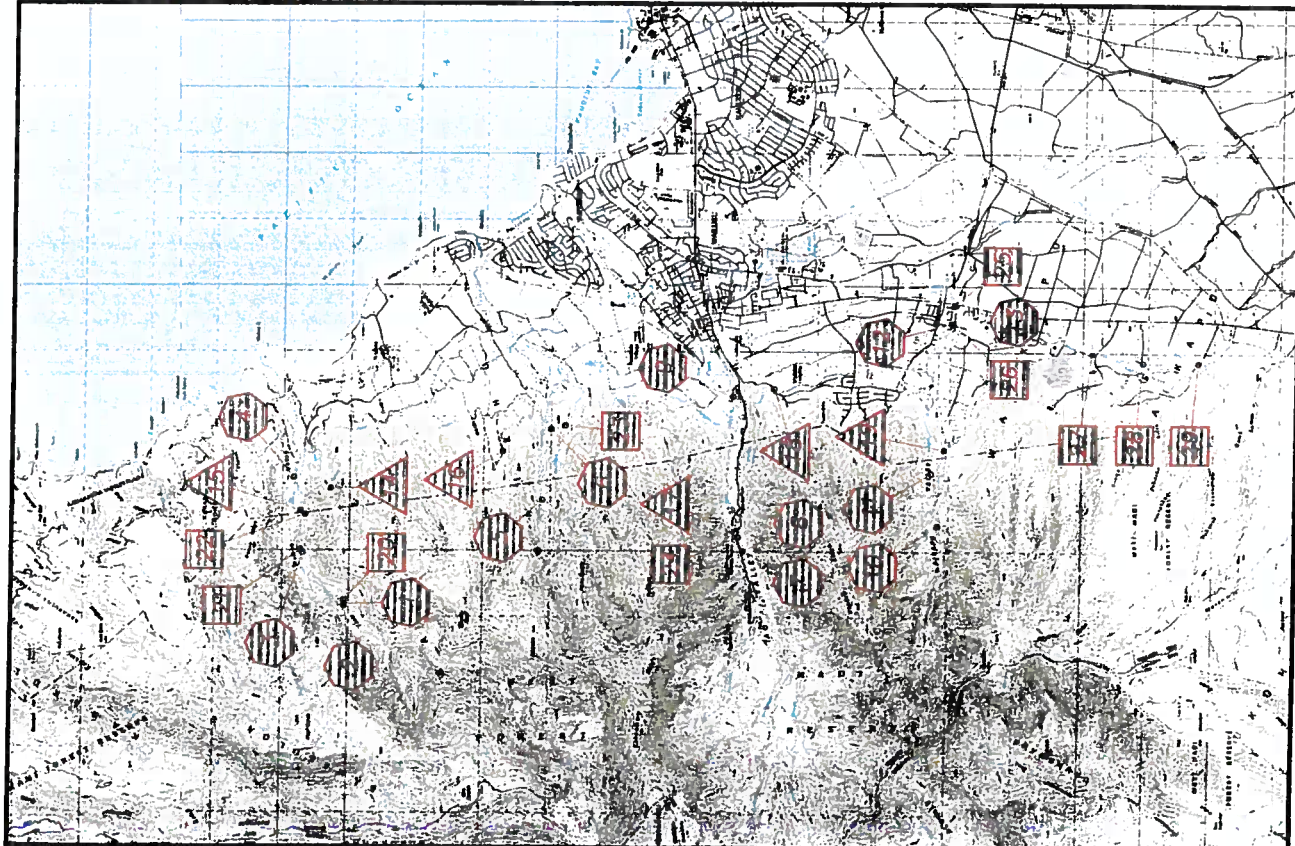
- 13 Waihee Ditch @ Waihee Stream
- 14 Spreckels Ditch @ Waihee Stream
- 15 North Waihehu Ditch @ Waihehu Stream
- 16 Iao-Maniania Ditch @ Iao Stream
- 17 Iao-Waikapu Ditch @ Iao Stream
- 18 South Waikapu Ditch @ Waikapu Stream

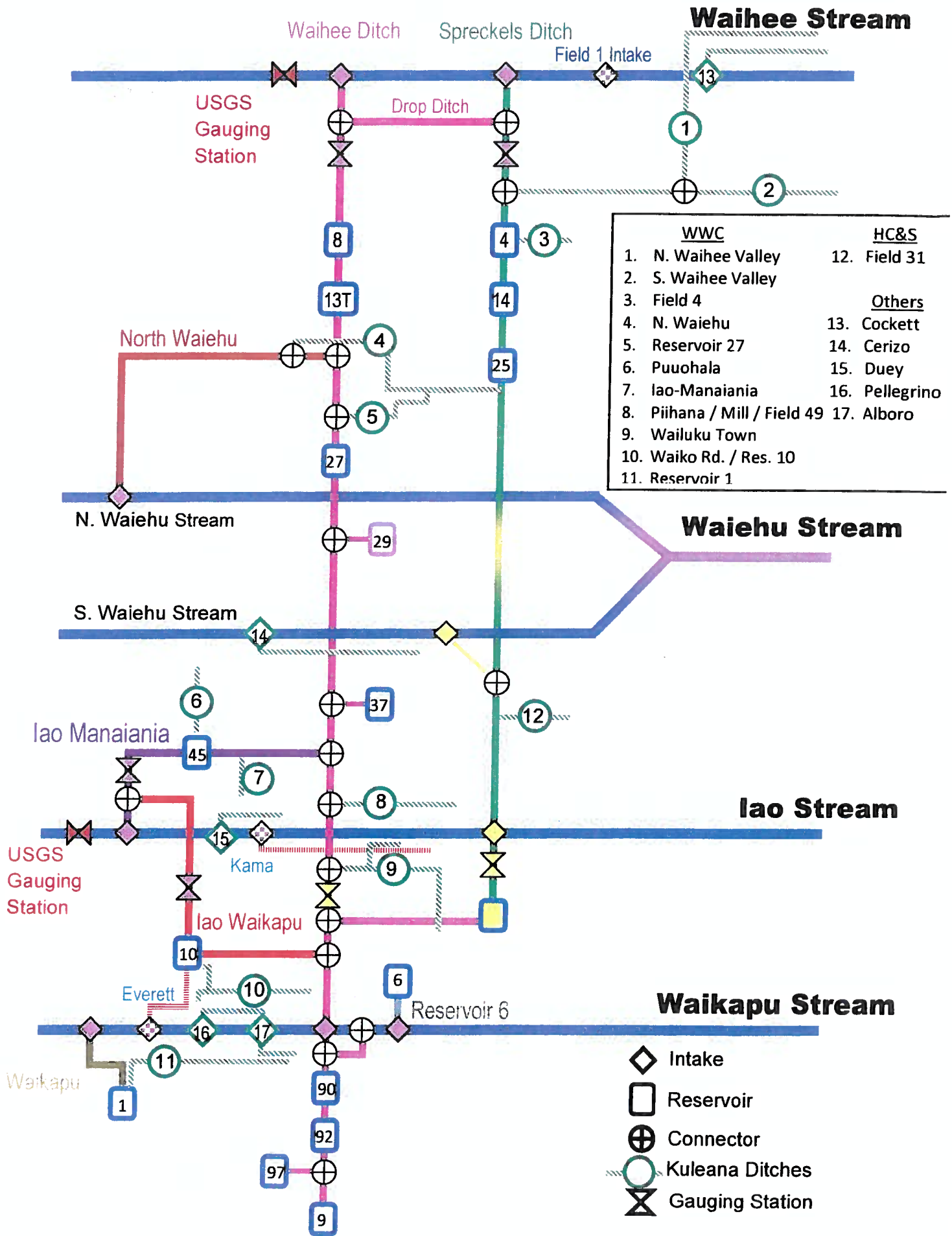
Control Points and Sluice Gates or Valves

- 19 Waihee Ditch Control Gate @ Waihee Valley
- 20 Spreckels Ditch Control Gate @ Waihee Valley
- 21 Waihee Ditch Sluice Gate @ South Waihehu Stream
- 22 Iao Ditch Control Gate @ Iao Stream
- 23 Reservoir #6 Sluice Gate @ South Waikapu Stream
- 24 Waihee Ditch Sluice Gate @ South Waikapu Stream
- 25 Waihee Ditch Sluice Gate @ Field 96
- 26 Waihee Ditch Sluice Gate @ Field 97
- 27 Waihee Ditch Sluice Gate @ Maalaea-Reservoir 9

Scale: 1" = 6000'

3/29/05





**Public Workshops –
Maui Island Water Use & Development Plan
Upcountry - November 30, 2016**

AGENDA

1. Welcome, Agenda, Ground Rules
2. Overview – 6:15 p.m.
 - Central and Ko’olau Regions Profile (starts on page 4)
 - Values and Principles, Strategies and Criteria
 - What We Heard from Public Meetings and Survey

3. Preliminary Measures and Strategies – 7:00 p.m.

Key Issue: Alternative ways to provide reliable supply to the region including the potential for increased storage, given increased growth, climatic changes, and highly variable water supply in the face of reduced transport.

4. Wrap-up/Next Steps – 8:30 p.m.

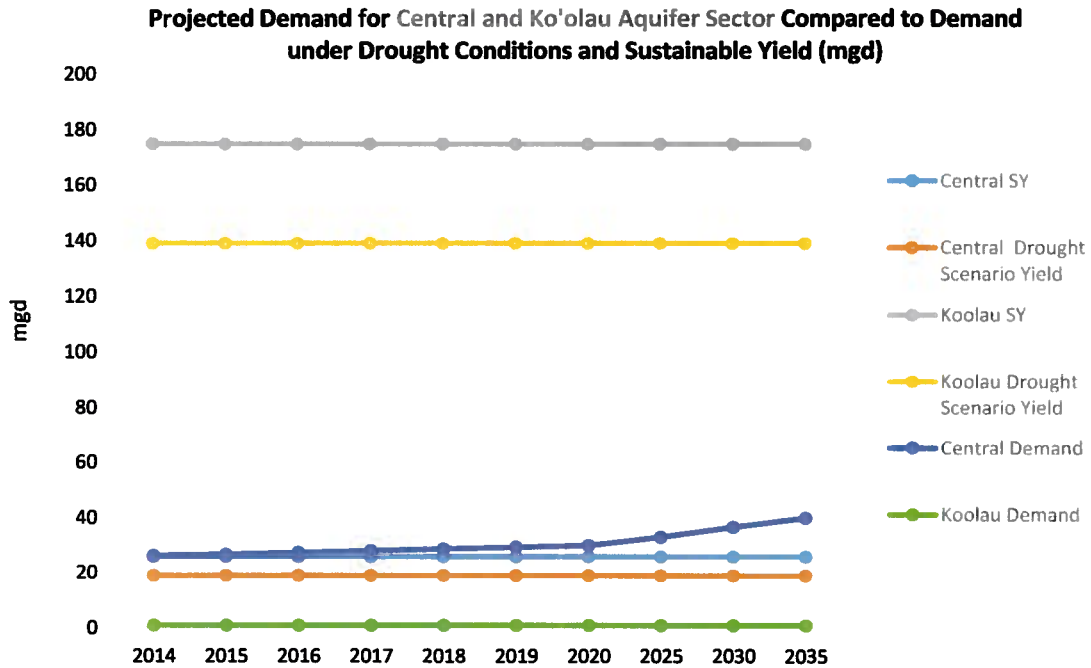
ALOHA ... Please

- BE COURTEOUS (and people will listen to you)
- ALLOW OTHERS TO SPEAK (you can follow up with us, call, email, submit written comments at meeting)
- Keep to the AGENDA

Please Note: Additional materials online for your information!
Water Use and Development Plan - Preliminary Information
- Background, Existing Resources and Uses and Future Demands, 11/15/2016:

<http://www.mauicounty.gov/DocumentCenter/View/106333>

More Information is online: www.mauiwater.org
County of Maui Department of Water Supply, Water Resources & Planning Division
Contact: Pam Townsend, Staff Planner, 463-3110 or pam.townsend@co.maui.hi.us



DWS Systems

The DWS Upcountry and Central Maui systems are currently not connected and are generally planned and budgeted for separately in terms of source development. Projected demand for the base, low and high scenarios for the DWS Upcountry and Central Maui systems only are shown below.

Projected Consumption by MDWS District, Base, High and Low Scenarios (mgd)

District	2014	2035 Base	2035 High	2035 Low
Central/Wailuku	21.154	32.294	35.778	29.533
Upcountry/Makawao	6.263	7.020	7.573	6.420

Excludes Kula Ag Park

Demand based on population growth served by the DWS Upcountry system only represent an increase of 0.7 mgd. The Upcountry Meter List of requests for water meters represents about 1,800 requests for an estimated total of 7.3 mgd. Historically, about 50 percent of the requests are withdrawn or denied. Projected demand to satisfy the Upcountry meter list is therefore estimated within the range of 3.6 to 7.3 mgd. About two-thirds of the requests are for development that would be located outside the Urban Growth Boundary, while policy in the Maui Island Plan directs urban services to areas within the growth boundaries. There remains uncertainty over the number and timing of new meters as well as occupancy.

EMI Taro Stream Diversions

DIVERSIONS BY DITCH		EMI Map #	Approximate Location and Elevation of Diversion	Diversion Structure Type	
			Latitude (N) Longitude (W)	Elevation (feet)	
	Koolau/Waialoa				
	Honopou	W-22	20° 53' 08.50"	1,217	Concrete masonry
	Lupl Long Intake	W-22a	20° 53' 07.60"	1,274	Concrete masonry
	Waiale	W-22b	20° 53' 09.03"	1,239	Concrete masonry
	Hanehoi (Hueilo Intake)	W-18	20° 53' 00.90"	1,242	Concrete masonry
	Piinau	K-31	20° 49' 42.53"	1,316	Concrete masonry
	Hauolo Wahine small intake runoff by gate	K-30d	20° 49' 41.60"	1,213	Concrete masonry
	Piinau 6" steel and pvc pipe intake	K-31a	20° 49' 37.77"	1,359	Pipe
	Kano	K-26	20° 48' 56.10"	1,708	Unlined channel
	Palauhulu				
	Lalahai (# 3 Intake - Hauolo Wahine Ditch)	K-27	20° 48' 53.85"	1,970	Concrete masonry
	Lalapipl (# 2 Intake - Hauolo Wahine Ditch)	K-28	20° 48' 55.12"	2,024	Concrete masonry
	Kaanuu (# 1 Intake - Hauolo Wahine Ditch)	K-29	20° 48' 56.82"	2,037	Concrete masonry
	Hauolo Wahine				
	Hauolo Wahine	K-30	20° 48' 59.61"	1,964	Concrete masonry
	Kaanuu diversion tunnel to # 1 Intake	K-29a	20° 48' 59.58"	1,964	Unlined channel
	Hauolo Wahine small diversion	K-30a	20° 48' 59.58"	1,964	Pipe
	Hauolo Wahine small intake	K-30b	20° 48' 59.58"	1,964	Pipe
	Hauolo Wahine small intake	K-30c	20° 48' 59.58"	1,964	Pipe
	Kulani (East Waioakamilo)	K-22	20° 49' 28.49"	1,472	Concrete masonry
	Waioakamilo # 11 Intake	K-23	20° 49' 30.29"	1,292	Concrete masonry
	Waioakamilo # 12 Intake	K-24	20° 49' 29.69"	1,269	Concrete masonry
	Waioakamilo Kikokiko Intake	K-25	20° 49' 16.40"	1,543	Concrete masonry
	Filipino Ditch Diversion	K-21b	N/A	N/A	N/A
	6" Kulani aluminum pipe	K-22a	20° 49' 32.33"	1,368	Pipe
	Koolau ditch # 10 crosscut Intake # 1	K-22b	20° 49' 32.33"	1,368	Pipe
	Koolau ditch # 10 crosscut Intake # 2	K-22c	20° 49' 32.33"	1,368	Pipe
	Koolau ditch # 10 crosscut Intake # 3	K-22d	20° 49' 32.33"	1,368	Pipe
	Koolau ditch # 10 crosscut Intake # 4	K-22e	20° 49' 32.33"	1,368	Pipe
	Koolau ditch # 10 crosscut Intake # 5	K-22f	20° 49' 32.33"	1,368	Pipe
	Koolau ditch # 10 crosscut Intake # 6	K-22g	20° 49' 32.33"	1,368	Pipe
	4' pvc pipe Intake East of # 11 Intake	K-23a	20° 49' 30.42"	1,296	Pipe
	Koolau Ditch # 12 crosscut Intake # 1	K-24a	20° 49' 29.65"	1,249	Pipe
	Koolau Ditch # 12 crosscut Intake # 2	K-24b	20° 49' 29.65"	1,249	Pipe
	Koolau Ditch # 12 crosscut Intake # 3	K-24c	20° 49' 29.65"	1,249	Pipe
	Koolau Ditch # 12 crosscut Intake # 4	K-24d	20° 49' 29.65"	1,249	Pipe
	Koolau Ditch # 12 crosscut Intake # 5	K-24e	20° 49' 29.65"	1,249	Pipe
	Small Intake west of main # 12 crosscut	K-24f	20° 49' 30.21"	1,230	Pipe
	Small Intake west of main # 12 crosscut	K-24g	20° 49' 30.21"	1,230	Pipe
	Small Intake west of main # 12 crosscut	K-24h	20° 49' 30.21"	1,230	Pipe
	Small Intake west of main # 12 crosscut	K-24i	20° 49' 30.21"	1,230	Pipe
	Small Intake west of main # 12 crosscut	K-24j	20° 49' 30.21"	1,230	Pipe
	East Kikokiko 2" pipe Intake	K-25a	20° 49' 30.21"	1,230	Pipe
	Kikokiko small Intake	K-25b	20° 49' 17.25"	1,524	Pipe

	K-25c	20° 49' 30.49"	156° 09' 22.92"	1,244	Pipe
	K-25d	20° 49' 30.49"	156° 09' 22.92"	1,244	Pipe
	K-25e	20° 49' 30.49"	156° 09' 22.92"	1,244	Pipe
	K-25f	20° 49' 30.49"	156° 09' 22.92"	1,244	Pipe
Waiiuanui (East and West)	K-18	20° 49' 14.09"	156° 08' 26.75"	1,318	Concrete masonry
	K-19	20° 49' 20.42"	156° 08' 26.61"	1,280	Concrete masonry
	K-20	20° 49' 22.70"	156° 08' 28.63"	1,290	Concrete masonry
	K-21	20° 49' 28.71"	156° 08' 41.71"	1,273	Concrete masonry
	K-19a	20° 49' 20.14"	156° 08' 26.80"	1,287	Pipe
	K-20a	20° 49' 26.10"	156° 08' 29.54"	1,254	Pipe
	K-21a	20° 49' 28.58"	156° 08' 41.45"	1,280	Pipe
	New Hamakua				
Honopou	NH-22	20° 53' 11.00"	156° 15' 08.50"	1,194	Concrete masonry
	NH-23	20° 53' 12.91"	156° 15' 26.59"	1,190	Concrete masonry
Hanehol (Puolua)	NH-17	20° 53' 04.20"	156° 13' 52.50"	1,204	Concrete masonry
	NH-17a	20° 53' 11.50"	156° 13' 57.15"	1,187	Unlined channel
	Lowrie				
Honopou	L-15	20° 54' 32.71"	156° 14' 47.26"	615	Unlined channel
	L-16	20° 54' 33.97"	156° 14' 55.28"	638	Unlined channel
	L-17	20° 54' 31.79"	156° 15' 01.66"	605	Concrete masonry
Hanehol (Puolua)	L-5	20° 53' 43.44"	156° 13' 27.40"	708	Concrete masonry
	L-6	20° 53' 49.05"	156° 13' 37.98"	676	Concrete masonry
	L-7	20° 53' 52.46"	156° 13' 40.00"	653	Concrete masonry
	L-5a	20° 53' 42.40"	156° 13' 27.19"	704	Unlined channel
	L-5b	20° 53' 47.43"	156° 13' 28.52"	629	Unlined channel
	L-5c	20° 53' 49.56"	156° 13' 32.28"	653	Unlined channel
	L-7a	20° 53' 58.40"	156° 13' 45.60"	638	Unlined channel
	L-7b	20° 53' 59.83"	156° 13' 47.01"	638	Unlined channel
	Halku				
Honopou	H-8	20° 54' 53.41"	156° 14' 47.53"	399	Concrete masonry
Hanehol (Puolua)	H-3	20° 54' 11.76"	156° 13' 32.38"	459	Concrete masonry
	H-4	20° 54' 05.34"	156° 13' 26.57"	484	Concrete masonry

Total diversions = 69 (Not including Filipino Ditch Diversion) - 28 Waioakanillo diversions that were closed in 2007 = 41

Major diversions registered with CWRM in 1989

Minor diversions registered with CWRM in 1989

LIVESTOCK CROSSING III 2007 / Removed pipe.

Diversion closed in 2007. Removed pipe.

Diversion closed in 2007. Removed pipe.

Diversion closed in 2007. Removed pipe.

Seal intake opening with rocks and concrete.

Bolt steel plates or concrete over diversion intake grate.

Seal intake opening with rocks and concrete.

Seal intake opening with rocks and concrete.

Remove pipe.

Remove pipe.

Remove pipe.

Bolt steel plates or concrete over diversion intake grate.

Seal intake opening with rocks and concrete.

Bolt steel plates or concrete over diversion intake grate.

Construct stream overpass over ditch.

Construct stream overpass over ditch.

Construct stream overpass over ditch.

Close existing control gate.

Bolt steel plates or concrete over diversion intake grate.

Bolt steel plates or concrete over diversion intake grate.

Bolt steel plates or concrete over diversion intake grate.

Construct stream overpass over ditch.

Construct stream overpass over ditch.

Install pipe or box culvert with wing walls through which ditch can pass beneath stream or construct stream overpass over ditch.

Construct stream overpass over ditch.

Construct stream overpass over ditch.

Bolt steel plates or concrete over diversion intake grate and seal opening below grate with rock and concrete.

Bolt steel plates or concrete over diversion intake grate.

Seal intake opening with rock and concrete.

FOR OFFICIAL USE ONLY:		SWHU ID: _____	FILE ID: _____
		GMHU ID: _____	DOC ID: _____
		REACH ID: _____	LON: _____
		LAT: _____	
<p>8. Stream / Gulch Name(s) List all affected streams and/or gulches: Honopou, Hanehoi (Puoua), Waiokamilo, Kualani, Pi'ina'au, Palauhulu and Wailuanui (East and West)</p>			
<p>6. Tax Map Key(s) List all affected tax map key parcels: State of Hawaii owned parcels: 1-1-02:002, 2-9-14:001, 2-9-14:017, 2-9-06:028, 2-9-09:033 EMI owned parcels: 2-8-08:007, 2-9-14:009, 2-9-04:038, 2-9-04:039, 2-9-03:042, 2-9-09:019, 2-9-06:001, 2-9-06:033, 2-9-06:004, 2-9-06:002</p>			
7. Island: (Check only one) <input type="checkbox"/> Kauai <input type="checkbox"/> Oahu <input type="checkbox"/> Molokai <input type="checkbox"/> Lanai <input checked="" type="checkbox"/> Maui <input type="checkbox"/> Hawaii			
STREAM INFORMATION			
8. CONTRACTOR'S NAME / COMPANY		Contractor's Mailing Address	
N/A		Contractor's E-mail Address	
Contractor's Contact Person		Contractor's Phone	
Contractor's Contact Person		Contractor's Phone	
5. CONSULTANT'S NAME / COMPANY		Consultant's Mailing Address	
N/A		Consultant's E-mail Address	
Consultant's Contact Person		Consultant's Phone	
Consultant's Contact Person		Consultant's Phone	
4. LANDOWNER'S NAME / COMPANY		Landowner's Mailing Address	
N/A		Landowner's E-mail Address	
Landowner's Contact Person		Landowner's Phone	
Landowner's Contact Person		Landowner's Phone	
<input checked="" type="checkbox"/> Check here if project will impact multiple landowners. If project impacts multiple landowners, skip item 4 below, then complete and attach Form LND-APP to identify and verify landowner's approval of proposed stream channel alteration or stream diversion work.			
3. APPLICANT'S NAME / COMPANY		Applicant's Mailing Address	
East Maui Irrigation Co., Ltd.		P.O. Box 266 Puunene, Hawaii 96784	
Applicant's Contact Person		Applicant's E-mail Address	
Garret Hew		ghew@hcsugar.com	
Applicant's Phone		Applicant's Phone	
(808) 877-6950		(808) 877-6950	
APPLICANT INFORMATION			
2. Type of Construction: <input type="checkbox"/> Installation <input type="checkbox"/> Modification <input checked="" type="checkbox"/> Removal / Abandonment			
1. Permit Status: <input checked="" type="checkbox"/> New <input type="checkbox"/> After-The-Fact			

<p>STATE OF HAWAII DEPARTMENT OF LAND AND NATURAL RESOURCES COMMISSION ON WATER RESOURCE MANAGEMENT STREAM DIVERSION WORKS PERMIT APPLICATION</p>	<p>PERMIT TYPE</p> <p>1. Permit Status: <input checked="" type="checkbox"/> New <input type="checkbox"/> After-The-Fact</p> <p>2. Type of Construction: <input type="checkbox"/> Installation <input type="checkbox"/> Modification <input checked="" type="checkbox"/> Removal / Abandonment</p> <p>3. APPLICANT'S NAME / COMPANY Applicant's Mailing Address East Maui Irrigation Co., Ltd. P.O. Box 266 Puunene, Hawaii 96784 Applicant's Contact Person Garret Hew Applicant's E-mail Address ghew@hcsugar.com Applicant's Phone (808) 877-6950</p> <p>4. LANDOWNER'S NAME / COMPANY Landowner's Mailing Address Landowner's E-mail Address Landowner's Contact Person Landowner's Phone</p> <p>5. CONSULTANT'S NAME / COMPANY Consultant's Mailing Address Consultant's E-mail Address Consultant's Contact Person Consultant's Phone</p> <p>6. CONTRACTOR'S NAME / COMPANY Contractor's Mailing Address Contractor's E-mail Address Contractor's Contact Person Contractor's Phone</p> <p>7. Island: (Check only one) <input type="checkbox"/> Kauai <input type="checkbox"/> Oahu <input type="checkbox"/> Molokai <input type="checkbox"/> Lanai <input checked="" type="checkbox"/> Maui <input type="checkbox"/> Hawaii</p> <p>8. Stream / Gulch Name(s) List all affected streams and/or gulches: Honopou, Hanehoi (Puoua), Waiokamilo, Kualani, Pi'ina'au, Palauhulu and Wailuanui (East and West)</p> <p>9. Stream / Gulch Name(s) List all affected streams and/or gulches: Honopou, Hanehoi (Puoua), Waiokamilo, Kualani, Pi'ina'au, Palauhulu and Wailuanui (East and West)</p> <p>FOR OFFICIAL USE ONLY: SWHU ID: _____ FILE ID: _____ GMHU ID: _____ DOC ID: _____ REACH ID: _____ LON: _____ LAT: _____</p>
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For Official Use Only:

Instructions: Please print in ink or type and send one (1) completed hardcopy and one (1) digital copy of the application with attachments to the Commission on Water Resource Management, P.O. Box 621, Honolulu, Hawaii 96809. Applicants must be accompanied by a non-refundable filing fee of \$25.00 payable to the Department of Land and Natural Resources. The Commission may not accept incomplete applications without the required signatures. For assistance, call the Stream Protection and Management Branch at 587-0234. For further information and updates to this application form, visit <http://dlnr.hawaii.gov/cwrm>.

Check here to allow Commission staff to communicate primarily via e-mail.
 Legally required and other key correspondence will still be transmitted via postal mail.

GENERAL PROJECT INFORMATION	
10. Diversion No: (if already assigned) N/A	11. Diversion Name: See Attachment
12. Project Site Location(s): Provide site coordinates of downstream-most point of project in degrees, minutes, seconds (NAD83). Latitude: See Attachment Longitude: See Attachment Elevation: See Attachment ft. above mean sea level	
13. Diversion Structure Type: (Check all that apply) <input type="checkbox"/> Unlined channel <input type="checkbox"/> Hand-built rock <input type="checkbox"/> Concrete masonry <input type="checkbox"/> Dam/weir <input type="checkbox"/> Pipe <input type="checkbox"/> Metal <input type="checkbox"/> Plastic <input type="checkbox"/> Wood <input type="checkbox"/> Pump <input type="checkbox"/> Direct use <input type="checkbox"/> Other - Describe: See Attachment	
STREAM DIVERSION WORKS SPECIFICATIONS (For Abandonments, skip to Legal Requirements section, item #32.)	
14. Structure Dimensions: (feet) Width: _____ Height: _____ Length: _____ Diameter: _____	
15. Diversion Location: Provide the general location of the diversion intake structure in relation to the streambank: <input type="checkbox"/> Left bank (downstream view) <input type="checkbox"/> Right bank (downstream view) <input type="checkbox"/> Across entire stream channel	
16. Intake Dimensions: (feet) Width: _____ Height: _____ Length: _____ Diameter: _____	
17. Average diversion amount: (cubic feet per second) 18. Diversion is part of a system of diversions: <input type="checkbox"/> Yes <input type="checkbox"/> No 19. Diverted flow can be controlled: <input type="checkbox"/> Yes <input type="checkbox"/> No	
20. Water will be pumped from the stream: <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, identify pump capacity: (gallons per minute) Daily average pumping time: (hour) _____	
21. Water will be impounded in the stream channel: <input type="checkbox"/> Yes <input type="checkbox"/> No	
22. Water diversion capacity will be measured daily: <input type="checkbox"/> Yes <input type="checkbox"/> No	
23. Water will be returned to the stream: <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, average amount of return flow: (cubic feet per second) _____	
24. Water will be stored off-stream: <input type="checkbox"/> Yes <input type="checkbox"/> No Describe storage facility: Storage capacity: (gallons) _____	
WATER USE INFORMATION	
25. State Land Use Classification: (Check all that apply) <input type="checkbox"/> Agriculture <input type="checkbox"/> Conservation <input type="checkbox"/> Rural <input type="checkbox"/> Urban Check all water use categories below that are intended for the proposed diversion, then describe the proposed use in more detail.	
<input type="checkbox"/> 26. Agriculture <input type="checkbox"/> 27. Domestic <input type="checkbox"/> 28. Industrial <input type="checkbox"/> 29. Irrigation <input type="checkbox"/> 30. Military <input type="checkbox"/> 31. Municipal	
LEGAL REQUIREMENTS	
If required, the permits or approvals below must be obtained before the Commission on Water Resource Management can legally issue a permit. Visit the Commission's Applications & Forms webpage (http://dmr.hawaii.gov/cwrw/information/) for links to agency websites/contact information.	
Conservation District Use Permit (CDUP): To find out if your stream diversion works is located in a Conservation District (CD), you may visit to the Land Use Commission (LUC) website at http://luc.hawaii.gov/maps to view Land Use District Boundary maps. If the stream diversion works will be located in a CD, contact the Department of Land and Natural Resources' Office of Conservation and Coastal Lands (OCCL) at (808) 587-0377 to determine if a CDUP is required.	
<input checked="" type="checkbox"/> Stream diversion works is in a Conservation District. <input type="checkbox"/> Required. CDUP #: _____ Date CDUP approved: _____ <input checked="" type="checkbox"/> Not Required. Attach documentation from Office of Conservation and Coastal Lands (OCCL), Department of Land and Natural Resources. <input type="checkbox"/> I have not checked with the OCCL about whether or not a CDUP is required. <input checked="" type="checkbox"/> Stream diversion works is NOT in a Conservation District.	

33. Special Management Area Permit (SMAP): To determine if an SMAP is necessary, contact your County Planning Department.
 Required. SMAP #: _____ Date SMAP approved: _____
 Not Required. Attach documentation from applicable County agency.
 I have not checked with the County about whether or not an SMA Permit is required.

34. State Historic Preservation Division (SHPD), Department of Land and Natural Resources: If the parcel(s) affected by the stream alteration has been reviewed by the State Department of Land and Natural Resources Historic Preservation Division (SHPD) or through an OEQC Environmental Review, Special Management Area Permit, etc., check "yes" and attach any relevant documentation from SHDP. If the affected parcel(s) has not undergone SHDP review, attach a photograph of the affected area, a schematic diagram (showing the location, access road and infrastructure for the alteration), and a short description of the prior use(s) of the land on which the alteration resides.
 "Please note: You are strongly advised to contact the SHPD to obtain a pre-review of your project. In the event that you do not get an HP pre-review and if during the course of either review or the permit itself it is determined that you need SHPD's concurrence, your application or permit may be held in abeyance or denied until issues with HP are resolved. To contact SHPD, please call (808) 692-8015.
 I have consulted the SHPD regarding potential impacts of stream channel alteration activities on historic sites. I have attached applicable documentation from the SHPD.
 I have not consulted with the SHPD regarding potential impacts of stream channel alteration activities on historic sites.

35. Chapter 343, Hawaii Revised Statutes, Hawaii Environmental Policy Act:
 An Environmental Assessment was completed, and
 An Environmental Impact Statement was required and has been accepted (attach letter of acceptance).
 A Finding of No Significant Impact has been determined (attach letter).
 Publication date in The Environmental Notice: _____
 Publication date in The Environmental Notice: _____
 This project proposes:
 Use of state or county lands, or use of state or county funds
 Use within a state conservation district
 Use within a shoreline setback area
 Use within a national or Hawaii registered historic site
 Use within the Waikiki Special District
 The construction, expansion or modification of helicopter facility

OTHER REGULATORY REQUIREMENTS
 If the proposed stream channel alteration is subject to the following permits or approvals, indicate by checking the appropriate box below and submit either the approval letter from the appropriate agency or attach a copy of the application form. If the proposed stream channel alteration is not subject to the following permits or approvals, indicate by checking the "N/A" (Not Applicable) field.
 A wastewater treatment unit
 Waste-to-energy facility
 Landfill
 Oil refinery
 Power-generating facility
 None of the above 11 items

CULTURAL IMPACTS
 Articles IX and XII of the State Constitution, other state laws, and the courts of the State, require government agencies to promote and preserve the field (e.g., "See attached") and attach all information with this application as requested.
 44. Please provide the identity and scope of cultural, historical, and natural resources in which traditional and customary native Hawaiian rights are exercised in the area.
 County of Maui Planning Department, Kalo Kanu O Ka'aina: A Cultural Landscape Study of Ke'anae and Wailuani, Island of Maui, July 1995
 Kepa Maly and Onaona Maly, Wai O Ke Oia: He Wahi Mo'olelo No Maui Hikina, 2001

36. U.S. Army Corps of Engineers (Harbors and Rivers Act, Section 404, Clean Water Act)
 Attached
 N/A
 37. State Department of Health, Clean Water Branch (Section 401, Clean Water Act, Water Quality Certification, Best Management Practices Plan)
 Attached
 N/A
 38. Right-of-Entry or Right-of-Way Permit if the proposed stream channel alteration includes State lands.
 Attached
 N/A
 39. Hawaii Environmental Policy Act (Chapter 343, Hawaii Revised Statutes, Title 11, Chapter 200, Hawaii Administrative Rules)
 Attached
 N/A
 40. Soil and Water Conservation District
 Attached
 N/A
 41. County Certification of "No-Rise"
 Attached
 N/A
 42. County Grading Permit
 Attached
 N/A
 43. County Discretionary Permits)

45. Identify the extent to which those resources, including traditional and customary Hawaiian rights, will be affected or impaired by the proposed action.

The proposed action will have a positive impact on stream resources.

46. What feasible action, if any, could be taken by the Commission on Water Resource Management in regards to your application to reasonably protect Native Hawaiian rights?
The Commission on Water Resource Management's expedited approval process will advance the projects work schedule.

48. Describe existing stream channel dimensions and median streamflow conditions at the site of the proposed stream diversion works.

N/A

47. Describe the overall project scope and objectives.

See Attached

PROJECT DESCRIPTION

Please complete the following sections by providing detailed information on the project components identified below. If there is not enough space available, please make a note in the field (e.g., "See attached") and attach all information with this application as requested.

49. Identify and describe the project components outlined below
A. Materials
See Attached Work Plan

B. Quantities

C. Excavation

D. Fill


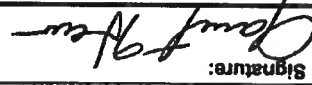
E. Disposal

F. Construction methods

G. Temporary facilities

H. Expected period of time required for construction

I. Liability during construction

50. Describe the project's consistency with county zoning and development plans.	N/A
51. Identify potential alternatives (sources of water) to the project and describe the relative costs and benefits of each alternative.	N/A
SUBMITTALS Please submit the following plans, maps, or drawings in legible form, preferably on 8.5" by 11" sheets.	
52. Location Map: Provide a location map of the proposed project relative to major roadways.	
53. Plans / Elevations / Sections: Provide a plan view of the proposed stream diversion works structure in relation to the stream channel and property boundaries. Elevation and section views of the diversion structure in relation to the stream channel should also be provided if available.	
SIGNATURES Signing below indicates that the signatories understand and swear that the information provided is accurate and true to the best of their knowledge. Further, the signatories understand that if the permit requested is granted by the Commission on Water Resource Management (Commission), the permit shall be subject to the following conditions: 1) The proposed work is to be completed within two (2) years from the date of permit approval. 2) The permittee shall notify the Commission, by letter, of the actual dates of project initiation and completion. 3) The permittee shall submit a set of as-built plans and photographs to the Commission upon completion of the project. 4) The permit may be revoked if work is not started within six (6) months after the date of approval or if work is suspended or abandoned for six (6) months. 5) If the commencement or completion date is not met, the Commission may revoke the permit after giving the permittee notice of the proposed action and an opportunity to be heard.	
54. APPLICANT	
Print Name: East Maui Irrigation Co., Ltd	Signature: 
Date: 9/16/2016	Signature: _____
55. CONSULTANT	
Print Name: N/A	Signature: _____
Date: _____	Signature: _____
56. CONTRACTOR	
Print Name: N/A	Signature: _____
Date: _____	Signature: _____
57. LANDOWNER (If multiple landowners, skip Section 53, then complete and attach Form SCAP-LND with appropriate landowner signatures.)	
Print Name: Grant Hew	Signature: 
Date: 9/16/2016	Signature: _____

CHECKLIST FOR A COMPLETE APPLICATION and ITEM DESCRIPTIONS /ITEMS 1 - 31)

- Fill in the most recent application form (check <http://dmr.hawaii.gov/cwrm> or call 587-0234 for updates).
- Fill in every line which includes items 1-57, as indicated (total 7 pages).
- Enclose a check for \$25 payable to the Department of Land and Natural Resources.
- Mark the proposed diversion location on the appropriate USGS quad map, TMK map, photo and schematic, and attach to the application.
- Attach Form LND-APP to identify and obtain authorizations for the project if multiple landowners will be impacted.
- Attach a grading plan and cross section profiles showing existing and finish grades, if available.
- Attach documentation from CDUP, SHPD, SMAP, SHPD when applicable regarding items 32-34.
- Attach letters from U.S. Army Corps of Engineers, Hawaii Department of Health, Office of Conservation and Coastal Lands, and appropriate county agencies regarding items 35-43.
- Provide digital copies on CD-ROM or via e-mail, if available
- Obtain the necessary signatures for the application form.
- Send the application and maps, copies, and the filing fee to:
Commission on Water Resource Management
P.O. Box 621
Honolulu, HI 96809

PERMIT TYPE

1. **Permit Status:** Indicate whether this application is for a new stream diversion works project (including medication or abandonment) or if the project has already been completed and an after-the-fact permit is being applied for.
2. **Type of Construction:** Is the permit application for a installation of a new diversion works or modification / abandonment of an existing diversion works.

APPLICANT INFORMATION

3. **Well operator's Information:** Fill in the information for the applicant. This should be the entity that will be responsible for operation and maintenance of the stream diversion works and for reporting water use when the project is completed.
4. **Landowner's Information:** Fill in the information for the landowner of the property where the diversion intake will be located.
5. **Consultant's Information:** Fill in the information for the consultant who will assist with plan and design preparation for the subject project.
6. **Contractor's Information:** Fill in the information for the contractor who will perform the work on the subject stream diversion works.

STREAM INFORMATION

7. **Island:** The island name where the stream diversion will be located.
 8. **TMK:** Tax Map Key number (generally there is no lot number, but where a parcel is divided into two lots, fill in the lot number)
 9. **Stream / Gulch Name:** Name of the stream or gulch where the stream diversion will be located.
- GENERAL PROJECT INFORMATION**
10. **Diversion Number:** If you already have a state diversion number assigned, please fill it out here. Otherwise, leave it blank and a diversion number will be assigned by CWRM.
 11. **Diversion Name:** Give the diversion a short concise name that will differentiate it from other diversions.
 12. **Project Site Location(s):** Fill in diversion location coordinates taken from a GPS unit at the project site. Units are Degrees, Minutes and Seconds (seconds should be filled out to at least one decimal place; e.g. 19°59'32.8"N, 155°14'51.5"W). If more than one site, attach separate sheet. Elevations should be provided in feet above mean sea level.
 13. **Diversion Structure Type:** What materials will the diversion works structure consist of and how will it divert water from the stream.

DIVERSION SPECIFICATIONS (For Abandonment applications, skip this section and proceed to the Legal Requirements section, Item #32.)

14. **Structure dimensions:** What are the physical dimensions of the stream diversion works structure that will be located in the stream channel?
15. **Diversion Location:** Will the diversion intake be located on the right or left bank (facing downstream) or across the entire stream channel?
16. **Intake Dimensions:** What are the physical dimensions for the stream diversion intake (gate, pipe, etc.)?
17. **Average Diversion Amount:** The average amount of water that the diversion is calculated to divert from the stream.
18. **Diversion is part of a system of diversions:** Is the diversion part of a larger system including multiple stream diversions?
19. **Diverted flow can be controlled:** Will a control structure be located on the intake that can be used to regulate the diversion (gate, valve, etc.)?
20. **Water will be pumped from the stream:** Will a pump be used to remove water from the stream, and if so, what is the pumpage rate?
21. **Water diversion will be impounded in the stream channel:** Will the diversion structure on the stream channel require impoundment?
22. **Water diversion capacity will be measured daily:** Will a meter or other measurement device be installed and recorded on a daily basis?
23. **Water will be returned to the stream:** Will a portion of the diverted water be returned to the stream, and if so, how much?
24. **Water will be stored off-stream:** Will the diverted water be stored in an off-stream facility (reservoir, basin, tank, etc.)? Describe.
25. **State Land Use Classification:** Identify the current State Land Use Classification.

WATER USE INFORMATION

26. **Agriculture:** Water used for aquaculture, crop irrigation and processing, livestock, ornamental and nursery plants, and taro.
27. **Domestic:** Water used for single- and multi-family households, non-municipal commercial businesses, hospitals, churches, hotels, and schools.
28. **Industrial:** Water used for fire protection, mining, dust control, geothermal, power development, and hydroelectric power.
29. **Irrigation:** Water used for golf courses, hotels, landscape and water features, parks, schools, and habitat maintenance.
30. **Military:** Water is used by the military for military-operated water supply systems.
31. **Municipal:** Water is State, county, or private agency-operated to service multiple users.

Please see header descriptions for remaining Sections in completing Items 32 to 57.

NOTE: Please be aware that some information on this form asks for information in cubic feet per second (CFS). Conversion factors for other commonly used water flow rates are as follows:

1.0 million gallons per day (MGD) equals 1.547 cubic feet per second (CFS)
1.0 gallon per minute (GPM) equals 0.002228 cubic feet per second (CFS)

Attachment to Stream Diversion Works Permit Application
East Maui Irrigation Company, Ltd.

Boxes 1 through 13: This application is for removal/abandonment of multiple diversions on multiple streams. See attached spreadsheet for details.

Boxes 14 through 31: Not applicable for abandonments.

Box 32: Some diversions are located within the Conservation District and others are located outside the Conservation District; see attached spreadsheet ("Approvals" tab). For those located within the Conservation District, it is anticipated that no CDUP will be required and all work can be conducted under a site plan approval from the Office of Conservation and Coastal Lands (OCCL), pursuant to HAR Section 13-5-22, P-8 (B-1). For each project, an application for a site plan approval will be submitted to OCCL prior to conducting the work.

Box 33: Three diversions are located within the Special Management Area (SMA). It is anticipated that removal of all three diversions will be exempt from requiring an SMA Permit because "development", as defined under HAR Section 205A-22 does not include demolition or removal of structures, except those located on a historic site designated on national or state registers. A Special Management Area Assessment application has been prepared for submittal to the County of Maui to confirm that the projects are exempt from SMA rules.

Box 35: The proposed removal/abandonment of existing diversions is an exempt class of action under HAR Section 11-200-8(a)(8).

Box 36: The proposed removal/abandonment of existing diversions is exempt from permitting under Section 404 of the Clean Water Act pursuant to Section 404(f)(1)(c) of the Act. For each project otherwise potentially subject to Section 404(f)(1)(c) of the Act. For each project otherwise potentially subject to Section 404 permitting requirements, concurrence with this exemption will be sought from the U.S. Army Corps of Engineers prior to conducting the work.

Box 37: A Section 401 Water Quality Certification is not required for the proposed removal/abandonment of existing diversions because EMI is not an applicant for a federal license or permit to conduct these activities. Appropriate Best Management Practices will be implemented during the work.



Alexander & Baldwin, Inc.

PREMIER HAWAII REAL ESTATE COMPANY

Investor Day Presentation

November 2, 2016

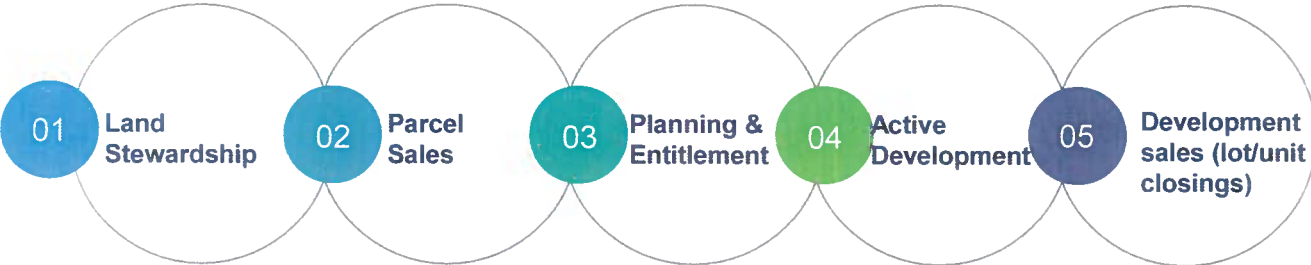




Land

STEWARDSHIP & VALUE CREATION ON OUR 87,500 ACRES
GEORGE MORVIS, A&B VP CORPORATE DEVELOPMENT

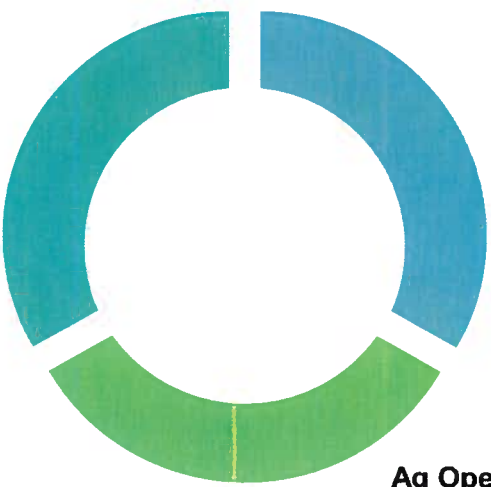
Unlocking Value From Our 87,500 Acres



Increasing Focus on Land Management

Land Management

- Land utilization, stewardship
- Long-range planning & entitlement
- Infrastructure planning & development
- Resource management
- Water rights
- Water delivery



Land Disposition

- Subdivisions
- Easements
- Title
- Negotiations (LOIs, PSAs)

Ag Operations

- Renewable energy
- Ag leases
- Ranching
- Diversified crop farming
- Infrastructure maintenance
- Erosion control, safety

Land Management Philosophy

- A&B takes an integrated approach to land management, stewarding nearly 87,500 acres of agricultural and conservation lands on Maui and Kauai
 - 65,000 acres on Maui, over half of which is transitioning from sugar cultivation to an uncertain future
 - 20,000 acres on Kauai employed in a profitable combination of leasing and renewable energy
- Primary objectives
 - Employ lands at their highest and best use
 - Generate adequate revenues from portfolio of ongoing uses to (1) offset holding costs, (2) over time earn a modest positive cash flow return on land asset value
 - Selectively monetize or entitle parcels as market, community needs warrant, benefitting from long term land price appreciation
- Upcoming Maui transition creates opportunities for repurposing
- Community issues can be expected to arise as lands are transitioned

Land Management Strategies & Tactics

- **Manage on an integrated basis for long-term value creation**
 - Ongoing planning & dialogue with key stakeholders to ensure appropriate uses, adjacencies, access, etc. across various time horizons
 - Preservation of resources and infrastructure will preserve agricultural land use values; sustain economic rents over time
- **Land sales & entitlements will be driven by market utility, community needs**
 - Highest and best use of majority of lands will for the foreseeable future with remain in agriculture
- **Most ranching, farming and resource depletion (e.g., forestry, quarrying) operators want to focus on their operations, not land management or infrastructure issues**
 - All else equal, will pay higher economic rents to access lands & resources which allow them to do so
- **Utilize a portfolio approach to mitigate risks**

Long Range Planning & Entitlement

- Focus on identifying ag lands suitable for future growth and moving them through Hawaii's complicated and lengthy entitlement process
 - Length of process makes it essential to focus on long-term demand
 - Success not measured solely by speed through process
 - Nature and cost of exactions is an important factor
 - A&B's extensive landholdings on Maui and Kauai enable it to take a measured view of the process
 - Can take a more flexible approach to exactions
 - Usually have at least 2 or 3 major projects in the entitlement process
- Recent entitlement successes include MBP, Phase II and Kamalani
- Current projects in process include Waiale, Eleele
- Leverage our entitlement expertise and relationships in our quick turn projects as well (obtaining permits, clearing up issues)
- Difficulty, length of process and limited supply of urban land result in substantial value uplift from successful negotiation of the entitlement process

Land Monetization

- Utilize a variety of approaches to land monetization
- Highest value accretion realized by moving lands through entitlement process to urbanization
- Ag-zoned lands can be monetized through a variety of methods
 - Parcel sales for ag, gentlemen's estate purposes
 - Ag-lot subdivisions
- Many factors drive ag land pricing (location, usable acreage, access to irrigation water)
- A&B's Ag-zoned land sales from 2011 to 2016 (YTD through 9/30) averaged \$28,700 per acre on roughly 310 acres per year sold.

	Total Acres Sold	Weighted Average Price Per Acre	High	Low
Ag-zoned				
0-5 acres	10	\$ 116,400	\$ 151,600	\$ 84,400
5-20 acres	66	\$ 71,700	\$ 104,200	\$ 35,600
20-100 acres	554	\$ 30,500	\$ 55,700	\$ 13,750
100+acres	1,231	\$ 24,800	\$ 35,450	\$ 14,600
Total/Weighted Average	1,861	\$ 28,700	\$ 151,600	\$ 13,750

Ag Operations Strategies & Tactics

- Redeploy lands into diversified agricultural using a portfolio approach under a tiered priority framework
 - Immediate focus on exploring alternatives, accommodating community and market needs, keeping IAL land deployed in ag
 - Mid-term (three to five year) focus on redeploying/scaling large portions (5,000 acres and higher) in pasture, energy crop, feed crop and orchard uses
- Utilize agricultural leases and partnerships to mitigate risk, moderate required investment
- Pursue select operational investments internally
- Continue modest ongoing investment in infrastructure; infrastructure maintenance
- Pursue growth in renewable energy activities