

**AGREEMENT CONCERNING THE DEVELOPMENT AND DEDICATION
OF WAIOHULI WELLS**

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between the **DEPARTMENT OF HAWAIIAN HOME LANDS** (hereinafter referred to as “DHHL”), whose principal place of business and mailing address is 91-5420 Kapolei Parkway, Kapolei, Hawaii 96707 and the **DEPARTMENT OF WATER SUPPLY** (hereinafter referred to as “DWS”), an agency of the County of Maui a body politic and corporate, and a political subdivision of the State of Hawaii, whose principal place of business and mailing address is 200 South High Street, Wailuku, Hawaii 96793, (collectively, the “PARTIES”).

WITNESSETH:

WHEREAS, Article XI Section 1 of the Hawaii State Constitution recognizes that all water is held in trust by the government for the benefit of the people; and

WHEREAS, there is an affirmative duty of the State and its political subdivisions to take the public trust into account in the planning and allocation of water resources, and to protect public trust uses whenever feasible; and

WHEREAS, the reservations and uses of water by DHHL and its beneficiaries are one of the four public trust uses of water recognized by the Hawaii Supreme Court; and

WHEREAS, DHHL wishes to develop its lands for homesteading and associated purposes in Central and South Maui including a proposed development in Upcountry Maui, Hawaii; and

WHEREAS, DWS has advised DHHL that there currently is a lack of available water source capacity to service its proposed developments in Central Maui, South Maui and Upcountry Maui; and

WHEREAS, DHHL needs to move forward with its proposed developments in Central Maui, South Maui, and Upcountry and is proposing to develop three water wells on its lands in Waiohuli, Maui (“WAIOHULI WELLS”) to provide the water source needed for its proposed developments in Waiohuli and to connect the wells via water transmission lines to DWS’s Central Maui Water System to service its Central and South Maui developments (“PROJECT”); and

WHEREAS, Exhibit A and Exhibit B contain a location map and conceptual plan of the proposed project; and

WHEREAS, DWS is supportive of DHHL's development of the Waiohuli Wells as it will assist DWS in providing additional and reliable water source for its Central Maui Water System as well as provide a water source for DHHL's proposed development on its Waiohuli lands located in Upcountry Maui; and

WHEREAS, the DHHL improvements will be licensed to DWS in perpetuity (for purposes of this Agreement, and in consideration of Sections 204, 205, and 207 of the Hawaiian Homes Commission Act, DHHL and DWS agree that reference to "dedication" in the WSDF Rules is equivalent to a "license in perpetuity"); and

WHEREAS, DHHL will be pursuing the necessary funding for this Project from various sources including the Federal Government, State of Hawaii, and County of Maui; and

WHEREAS, DWS will assist, support, and cooperate with DHHL in pursuing and obtaining the necessary funding for the Project including the pursuit of County of Maui funding if available; and

WHEREAS, DHHL will prepare an Environmental Assessment and all related studies required in accordance with HRS Chapter 343 for the proposed well development, water storage tanks and transmission waterlines: and

WHEREAS, DWS will assist, support and cooperate with DHHL in the preparation of the Environmental Assessment and all related studies required to the maximum extent practicable: and

WHEREAS, DHHL will be applying for Well Construction/Pump Installation Permits with the State of Hawaii Commission on Water Resource Management (hereinafter referred to as "CWRM"); and

WHEREAS, DWS will assist, support and cooperate with DHHL in the pursual of the Well Construction/Pump Installation Permits with CWRM to the maximum extent practicable: and

WHEREAS, the parties desire to set forth all of the terms and conditions of the foregoing matters in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and benefits of the parties hereto, it is hereby understood and agreed by and between DHHL and DWS that:

1. Development of Wells, Pump Control and Storage Tank and Transmission Pipeline;

1.01. Planning and Design. DHHL will engage Tom Nance Water Resource Engineering and Intera Incorporated as its Well Consultants and Austin, Tsutsumi and Associates, Inc. as its well system, transmission lines, and water storage tank Engineer (the “Project Engineer”) to plan, design and engineer the Project. The Project Engineer will prepare detailed plans and specifications for the Project. The plans and specifications shall be subject to DWS’s review and approval which will be expedited by DWS. The plans and specifications shall provide for the construction of the wells and shall include the construction requirements for the well drilling, testing, casing, pump/motor, the pump controls and storage tank, control buildings, emergency generator, electrical and SCADA design, transmission pipeline, and all other appurtenances and facilities necessary to connect to DWS’s water system.

1.02. Construction. DHHL shall construct the Wells, Pump Control and Storage Tank, and Transmission Pipeline including all pumps, pipes, power, utility extensions, and other appurtenances to make the Waiohuli Wells operational and connected to DWS’s existing water system by the Transmission Pipeline in close proximity to DWS’s Maui Research and Technology Park Water Storage Tank, all in accordance with all applicable laws, regulations and standards, including without limitation DWS’s construction standards and applicable regulations of DWS, the State of Hawaii Department of Health (“DOH”), and the federal Safe Drinking Water Act (42 U.S.C. §§ 300F – 300J).

1.03 Capacity of Waiohuli Wells. The maximum capacity of the three Waiohuli wells combined is anticipated to be approximately 2,592,000 gallons per day. The pump installed in each well is anticipated to supply 864,000 gallons in 24 hours of continuous pumping. The DWS operating capacity of each well is based on 16 hours of pumping which is approximately 576,000 gallons per day for a combined total of 1,728,000 gallons per day for the three wells.

1.04 Quality of Well Water/Contamination. The water quality of the Waiohuli Well water is anticipated to have chloride levels of approximately 66 mg/L. If chloride levels are in excess of the allowable DWS chloride standards, DHHL must install treatment facilities to lower the chloride levels to below DWS standards. Further, if any other contaminants regulated by DWS or DOH are found in excess of DOH maximum contaminant level ("MCL"), DHHL must install treatment facilities to lower the level of such contaminants to below the MCL. DHHL's obligations under this paragraph shall cease upon DWS's Acceptance under paragraph 5.

1.05 Contingencies. This Agreement is contingent on completion by DHHL of the construction of the Project within six (6) years of the date of this Agreement (unless extended by force majeure under Section 10.06 below, or by delays caused by actions or inaction of DWS, or otherwise by mutual agreement of DHHL and DWS). In the event any of these contingencies or other provisions in this Section 1 are not satisfied, this Agreement shall terminate and the parties shall have no further obligations hereunder and DWS shall have no further rights to or interest in the Waiohuli Wells or its production or appurtenances.

2. Scope of DHHL's Obligation. The intent of this Agreement is that DHHL will proceed promptly and with diligence to perform all tasks necessary to develop the Project, make it operational, and commence delivery of water (collectively referred to as the "Work"), all at no cost to the DWS. The Work includes, in addition to all of the requirements in the plans and specifications, and without limitation, the following:

- (i) Obtaining all design and construction engineering services;
- (ii) Obtaining all necessary contracts with third parties for the development, construction and equipping of the Project;

- (iii) Obtaining all necessary governmental approvals for construction of the Project (for which DWS will provide reasonable cooperation and support for);
- (iv) Completing all work specified in the plans and specifications;
- (v) Performing all trials and tests necessary to render Waiohuli Wells operational and to confirm and document the quality and quantity of Waiohuli Wells' water production and capacity;
- (vi) Obtaining all CWRM and DWS approvals to put water into DWS's system (which the DWS will provide reasonable cooperation and support for);
- (vii) Installation of necessary electrical, SCADA, and communication line extensions;
- (viii) Obtaining final subdivision approval of the Waiohuli Well and Tank Sites or perpetual exclusive easements for the sites and obtaining the necessary Transmission Pipeline Easements;
- (ix) Complying with all environmental requirements including the preparation of environmental assessments (which DWS will provide reasonable cooperation and support for);
- (x) Obtaining the necessary funding for the Project (which DWS will provide assistance, cooperation, and support for including the pursual of County of Maui funding if available).

3. DWS Oversight. DWS shall be entitled to oversee all aspects of the Work and shall make periodic inspections of the Work as it deems appropriate or upon DHHL's request. DHHL and the Project Engineer shall promptly provide DWS with such information regarding the Work as they may reasonably request. DHHL shall not deviate materially from the Plans and Specifications without first securing DWS's approval.

4. Review and Inspection by DWS. Promptly, but no later than thirty (30) days after receiving written notice from DHHL that construction and all necessary trials and tests for the Work have been completed, and the DOH has approved use of the water generated by Waiohuli Wells, DWS will (a) promptly inspect the Work and review all such tests and trial results; and (b) if DWS determines that the Work has not been completed in accordance with the approved plans and specifications, DWS will promptly notify DHHL in writing of the reasons for said non-approval in sufficient detail to enable

DHHL to correct any and all such deficiencies. Upon receiving written notice from DHHL that all such deficiencies have been corrected, DWS will promptly re-inspect the Work.

5. Wells, Pump Control and Storage Tank, Transmission Pipeline, and Associated Improvements Dedication. Upon completion and approval of the Waiohuli Wells as provided above, DHHL shall license and transfer to DWS the Waiohuli Wells/Well Sites, Pump Control Tank/Storage Tank Site, Transmission Pipeline, and all associated improvements, including but not limited to warranties and as-built drawings, waterline easements reasonably needed for the Transmission Pipeline, and necessary access (the "Transfer"), subject to approval by the Maui County Council pursuant to Chapter 3.44, Maui County Code, if required, or any other successor or applicable law. The license agreement and other appropriate conveyance documents shall be prepared by DHHL at no cost to DWS. The license to the Well Site, Pump Control Tank Site, Transmission Pipeline Site, and associated improvements shall be free and clear of all liens and encumbrances, except for encumbrances which would not have any material, adverse effect on DWS's use and operation of such. Upon approval by the Maui County Council as aforesaid, and the execution of the license agreement and other appropriate conveyance documents ("DWS's Acceptance"), DWS will own, operate, and maintain the Wells/Well Sites, Pump Control and Storage Tank Site, Transmission Pipeline, and all associated improvements for its own use, subject to the terms of this Agreement.

6. Warranty. DHHL shall provide DWS with a written warranty guaranteeing the workmanship and materials incorporated and used in the construction of the Work. The warranty shall be enforceable by DWS for a period of one (1) year from the date of DWS's Acceptance.

7. Source Credit and Issuance of Water Meters. Upon the completion, final inspection, dedication and acceptance of the Waiohuli Wells by DWS and completion of the Transfer, DWS shall grant DHHL Source Credits and the appurtenant source availability on a first priority basis (collectively the "Source Credit"), of not less than 1,728,000 gallons per day which is the total DWS operating capacity of the three wells. The 1,728,000 gallons per day is sufficient source capacity for DHHL's proposed developments in Central, South and Upcountry Maui.

Recognizing DHHL's need to continue development of its parcels in the interim while the Waiohuli Wells are being completed, DWS from and after the date of this Agreement and upon DHHL's

request from time to time, will issue water meters up to a maximum of 683,400 gallons per day which represents approximately 39.5% of the water source needed by DHHL, provided that DHHL, i) has commenced with the development of the Waiohuli Wells and ii) DHHL and/or Beneficiaries who are issued a lease to a homestead that benefits from the Agreement pays in cash the water source, storage, and transmission components of DWS's Water System Development Fee in force for the meter size at the time the water meter is installed. Upon completion and acceptance of the Waiohuli Wells, DWS shall reimburse DHHL and/or applicable Beneficiaries the amounts it has paid for the source, storage, and transmission components of the water meters. No additional water meters for water service, over and above said 683,400 gallons per day allocation, shall be installed until the Wells are completed and accepted by DWS.

The Source Credit may be used by DHHL in perpetuity from the date of DWS's acceptance of the Wells. The term "used" shall mean in each case the application for a water meter has been approved by DWS under its normal meter approval criteria (water meter reservation), other than source availability, and the water meter(s) has been installed by DWS.

When the Source Credit is used to secure water meters for a property, the Source Credit shall be reduced by an amount equal to the average daily use of water as set forth in Exhibit C.

9. Source, Transmission, and Storage Credits.

9.01. Source Credits. Without limiting the generality of Section 8 above, Source Credits to be used by DHHL shall be applied to the source component of the DWS's Water System Development Fee that would have been charged to DHHL in connection with the issuance of new meters.

9.02. Transmission Credits. Upon dedication of the Transmission Line to DWS and submission and approval by DWS of an affidavit itemizing the costs incurred to construct it, DHHL shall receive dollar-for-dollar Transmission Credits which may be applied to the transmission component of DWS's Water System Development Fees that would have been charged to DHHL in connection with issuance of new meters for the DHHL Parcels. Transmission Credits shall be available for meters installed after the Project is completed and accepted by the DWS. The Transmission Credits are limited to construction costs; no compensation shall be made for the cost of engineering, land, easements, surveying, subdivision,

or other non-construction costs. Transmission Credits are based on the transmission lines installed by DHHL and shall be available for use by DHHL in perpetuity

9.03. Storage Credits. Upon dedication of the Storage Tank to DWS, DHHL shall receive storage capacity Credits which may be applied to the storage component of DWS's Water System Development Fees that would have been charged to DHHL in connection with issuance of new meters for the DHHL Parcels that are serviced by the Storage Tank. Storage Credits shall be available for meters installed after the Project is completed and accepted by DWS. Storage capacity credits shall be available for use by DHHL in perpetuity.

9.04. Credit Recipient. All source, transmission and storage fee credits earned under this Agreement may be claimed solely by DHHL and may not be claimed by any other party.

9.05. DHHL Responsible for Balance of Transmission and Storage Fee Component. When water meters are requested to be installed, DHHL must pay for the balance of the transmission fee component of the Water System Development Fees if the transmission credits is less than the Water System Development Fees transmission component effective at the time the water meter is applied for and the water meter is installed. Similarly, if DHHL's available storage capacity is insufficient or not in the location where DHHL's storage credits can be used when water meters are requested, DHHL must pay for the storage fee component effective at the time the water meter is applied for and the water meter is installed.

9.06. Documenting Credit Use. Whenever DHHL elects to use any of the Source, Transmission and Storage Credits, DWS will be notified by a signed notice in substantially the forms attached as Exhibit D. DWS shall promptly sign and acknowledge the credit allocation and tally of remaining credits.

9.07. Application of Credits. The provision for Source Credits does not in and of itself constitute a pre-approval by DWS of any subdivision application, building permit application or water service application for any project that may utilize the Source Credits, as the applicant of any such project will be required to complete all requirements of DWS (other than requirements restricting service for lack of source capacity if the source credits allocated to the project is

adequate to provide the water demands of the project) pursuant to its current rules and regulations. This Agreement does not exempt any applicant from DWS's rules and regulations for subdivisions and other developments.

10. Default; Remedies.

10.01. Default. A party shall be in default of this Agreement if it fails to observe or perform any of such party's covenants or agreements contained herein, the other party gives written notice that such default must be cured, and (i) the defaulting party fails to cure within thirty (30) days of such notice, or (ii) in the case of a covenant or agreement that cannot reasonably be cured within thirty (30) days, the defaulting party fails to continuously and diligently prosecute cure to completion.

10.02. Remedies. If a party is in default of this Agreement, the other party may seek any remedies available in law or equity, including without limitation damages and specific performance.

10.03. Rights and Remedies Cumulative. Each right and remedy provided for in this Agreement shall be cumulative and shall be in addition to every other right or remedy that may be available at law or in equity. The exercise of any one or more of such rights or remedies shall not preclude the simultaneous or later exercise of any or all other rights or remedies provided for in this Agreement, or now or hereafter existing at law or in equity, or by statute or otherwise.

10.04. No Waiver. No failure by any party to insist upon strict performance by the other party of any of the terms and provisions of this Agreement shall be deemed to be a waiver of any such terms or provisions or of the other party's obligation to comply with such terms or provisions; and notwithstanding such failure, each party shall have the right thereafter to insist upon the other party's strict performance of such terms and provisions. Any waiver of the terms of this Agreement shall not be effective unless given in writing.

10.05. Attorney's Fees. If any legal action shall be brought by a party to enforce or interpret any portion of this Agreement or to redress any breach by the other party, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

10.06. Force Majeure. A party's failure to meet its obligations under this Agreement shall be excused if and to the extent that such failure was the direct result of earthquake, fire, hurricane, flood, or other Acts of God, strikes, insurrection, litigation, court order, governmental action or inaction, or other events or occurrences beyond such party's control.

10.07. Approvals. Any approval by either party called for by this Agreement shall not be unreasonably or arbitrarily withheld or delayed.

11. Other Terms and Conditions.

11.01. Governing Law. This Agreement shall be governed by the laws of the State of Hawaii.

11.02. Amendments. This Agreement may not be amended unless mutually agreed to in writing and signed by the parties hereto.

11.03. Notices. All notices or other communications shall be in writing and any written notice or other communication given by either party hereto shall be deemed to be duly given and received by the other party by the earlier to occur of (a) actual receipt by a duly elected or appointed officer, director or authorized employee of said other party, either by mail, courier or hand delivery, or (b) three (3) business days after having been deposited in the United States mail postage prepaid sent by registered or certified mail (whether or not actually received by the other party), addressed to the other party at the address set forth at the top of this Agreement, or to such other address as such other party may have given notice of to the sending party in accordance with the foregoing provision.

11.04. No Third-Party Beneficiary. No third-party beneficiaries are intended to be created by this Agreement or by any of the terms hereof. No person or entity other than DHHL or DWS, shall be entitled to claim any rights under, or to enforce any of the provisions hereof.

11.05. Counterparts. This Agreement may be executed in counterparts, and said execution shall have the same effect as if all parties executed the same original copy hereof. Either party shall be authorized to combine all signed original pages and notary acknowledgements within a single copy of this document for purposes of recording in the State of Hawaii Bureau of Conveyances and submission to any tribunal in any proceeding.

11.06 Exhibits.

Exhibit A: Location Map of Well Site and Transmission Lines

Exhibit B: Map of Well Site

Exhibit C: Department of Water Supply Domestic Consumption Guidelines

Exhibit D: Notice of Exercise of Credits Source, Transmission, and Storage

12. Agreement contingent of Maui County Council Approval. The parties herein SPECIFICALLY UNDERSTAND, AGREE, AND ACKNOWLEDGE that this Agreement, and any and all rights, obligations, and/or benefits resulting therefrom is SUBJECT TO AND CONTINGENT UPON the review and approval, by resolution, by the Maui County Council, in accordance with Chapter 2.20, Maui County Code.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first above written.

DEPARTMENT OF HAWAIIAN HOME LANDS

By _____

Its _____

APPROVAL RECOMMENDED:

JOHN STUFFLEBEAN
Director, Department of Water Supply

COUNTY OF MAUI

RICHARD BISSEN
Mayor

APPROVED AS TO FORM
AND LEGALITY:

REV. 08/19/25

Deputy Corporation Counsel
County of Maui

DRAFT

REV. 08/19/25

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this ____ day of _____, 20____, before me personally appeared _____, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

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

Signature: _____

Print Name: _____
Notary Public, State of Hawaii

My commission expires: _____

NOTARY PUBLIC CERTIFICATION

Doc. Date:

Pages:

Notary Name:

Judicial Circuit:

Doc. Description:

Notary Signature:

Date:

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this ____ day of _____, 20____, before me personally appeared _____, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

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

Signature: _____

Print Name: _____
Notary Public, State of Hawaii

My commission expires: _____

NOTARY PUBLIC CERTIFICATION

Doc. Date:

Pages:

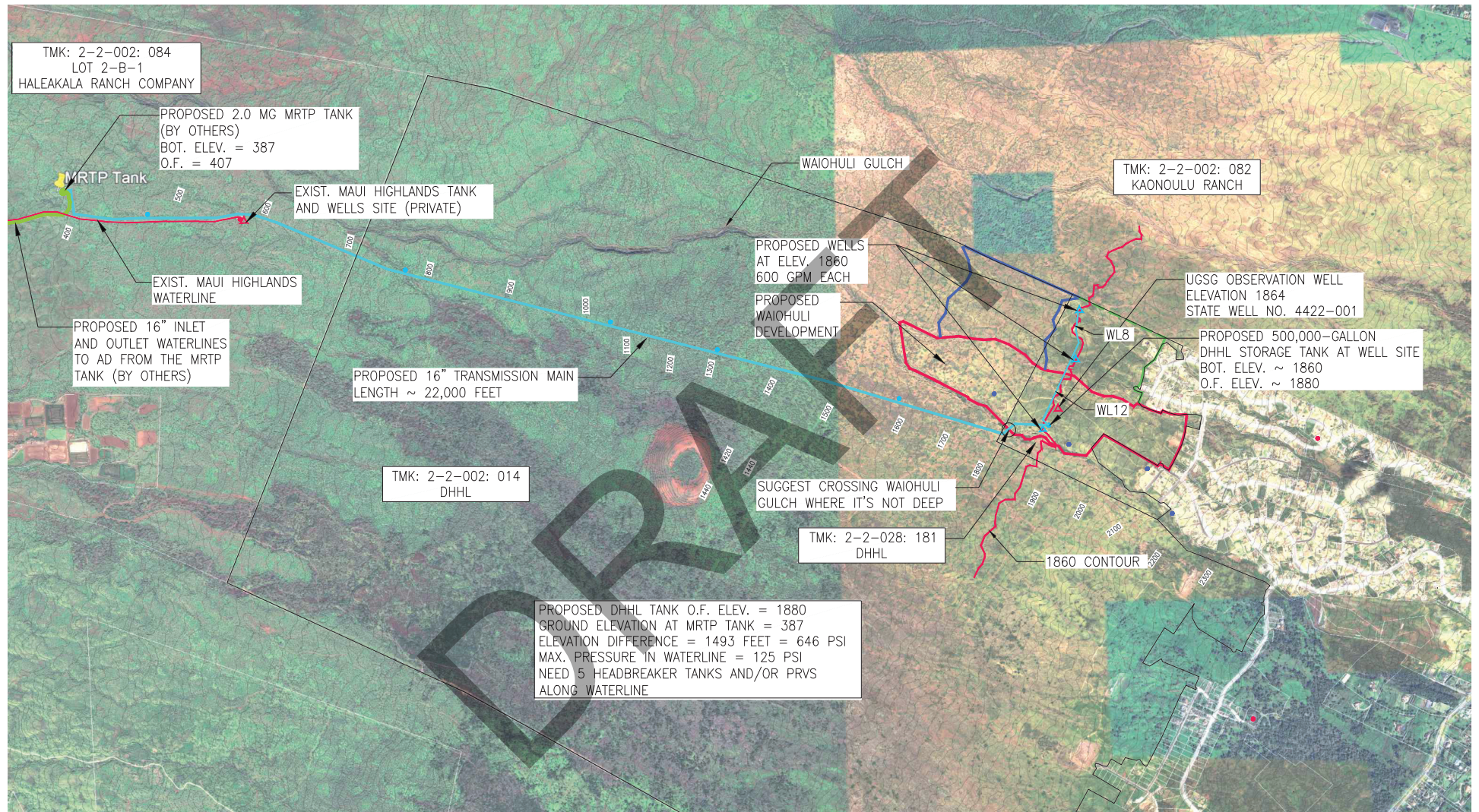
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Judicial Circuit:

Doc. Description:

Notary Signature:

Date:



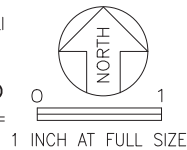
LEGEND

- EXISTING TANK
- PROPOSED WE DO TANK*
- ▲ EXISTING WELL
- ▲ PROPOSED DHHL STORAGE TANK/HEADBREAKER TANK
- ▲ PROPOSED WELL

* TANK LOCATIONS FROM THE DEA FOR THE WAIHOULI ECONOMIC DEVELOPMENT OPPORTUNITIES (WE DO).

VICINITY MAP

SCALE: 1"=2000'



WATER SYSTEM STUDY

DHHL WATER SYSTEM

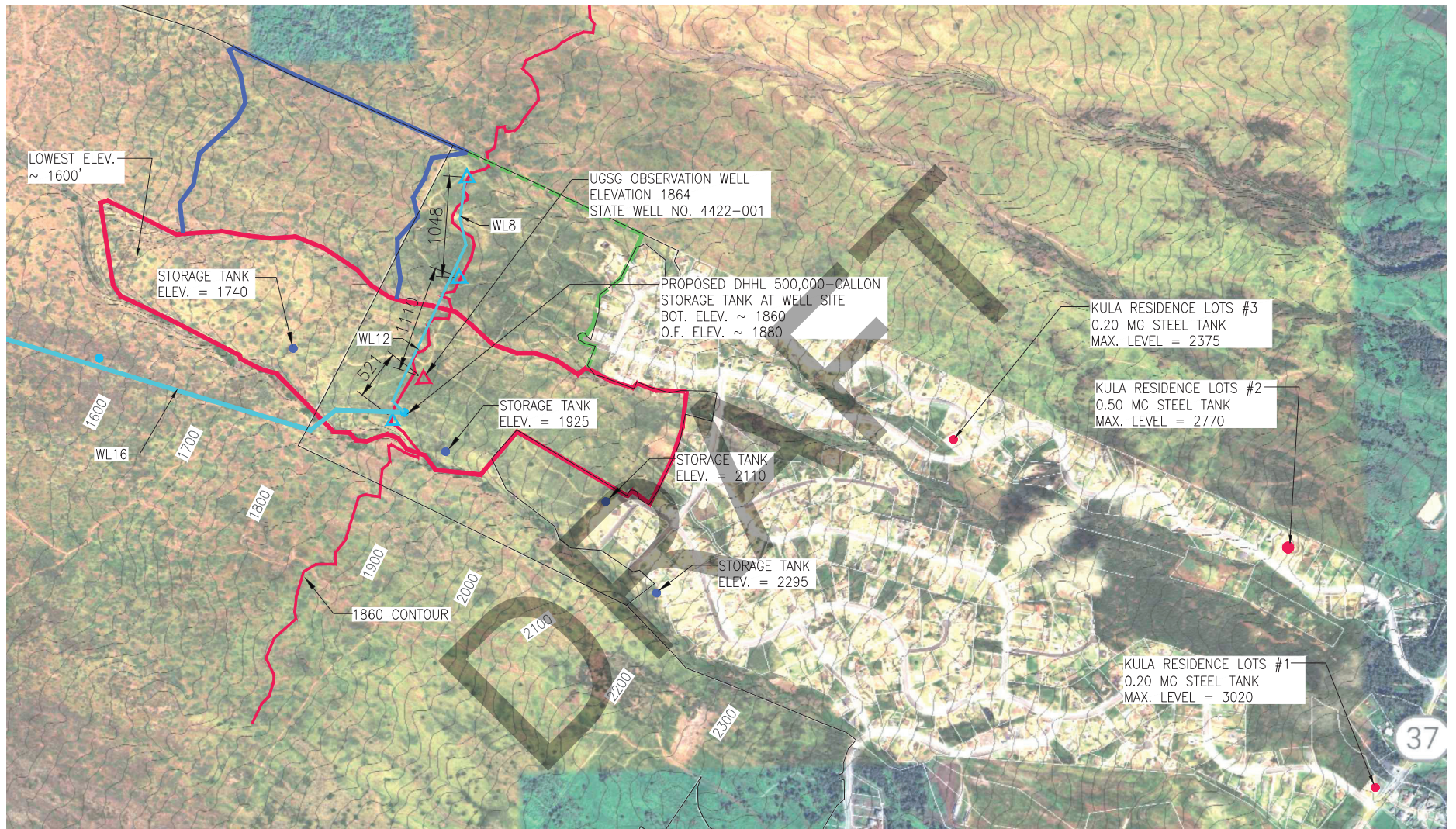
MAUI, HAWAII

ATA AUSTIN, TSUTSUMI & ASSOCIATES, INC.
HONOLULU • WAILUKU • HILO, HAWAII

VICINITY MAP

EXHIBIT

1



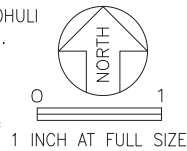
LEGEND

- EXISTING TANK
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- ▲ EXISTING WELL
- ▲ PROPOSED WELL
- PROPOSED DHHL STORAGE TANK/HEADBREAKER TANK

* TANK LOCATIONS FROM THE DEA FOR THE WAOHULI ECONOMIC DEVELOPMENT OPPORTUNITIES (WE DO).

WATER SYSTEM MAP

SCALE: 1"=1000'



WATER SYSTEM STUDY

DHHL WATER SYSTEM

MAUI, HAWAII

ATA AUSTIN, TSUTSUMI & ASSOCIATES, INC.
HONOLULU • WAILUKU • HILO, HAWAII

WATER SYSTEM MAP

EXHIBIT

2

EXHIBIT "C"

DIVISION 100 - PLANNING

Table 100-18 - DOMESTIC CONSUMPTION GUIDELINES				
AVERAGE DAILY DEMAND*				
ZONING DESIGNATION	HAWAII	KAUAI	MAUI	OAHU
RESIDENTIAL:				
Single Family or Duplex	400 gals/unit	500 gals/unit	600 gals/unit or 3000 gals/acre	500 gals/unit or 2500 gals/acre
Multi-Family Low Rise	400 gals/unit	350 gals/unit	560 gals/unit or 5000 gals/acre	400 gals/unit or 4000 gals/acre
Multi-Family High Rise	400 gals/unit	350 gals/unit	560 gals/unit	300 gals/unit
COMMERCIAL:				
Commercial Only	3000 gals/acre	3000 gals/acre	6000 gals/acre	3000 gals/acre
Commercial/Industrial Mix	--	5000 gals/acre	140 gals/1000 sq. ft.	100 gals/1000 sq. ft.
Commercial/Residential Mix	--	3000 gals/acre	140 gals/1000 sq. ft.	120 gals/1000 sq. ft.
RESORT (To include hotel for Maui only)	400 gals/unit (1)	350 gals/unit	350 gals/unit or 17000 gals/acre	350 gals/unit or 4000 gals/acre
LIGHT INDUSTRY:	4000 gals/acre	4000 gals/acre	6000 gals/acre	4000 gals/acre
SCHOOLS, PARKS:	4000 gals/acre or 60 gals/student	4000 gals/acre or 60 gals/student	1700 gals/acre or 60 gals/student	4000 gals/acre or 60 gals/student
AGRICULTURE:		2,500 gals/acre	5000 gals/acre	4000 gals/acre

* - Where two or more figures are listed for the same zoning, the daily demand resulting in higher consumption use shall govern the design unless specified otherwise.

(1) - Subject to special review and control by the Manager.

EXHIBIT D

Notice of Exercise of Water Source Credits No. ()

Pursuant to the Agreement between the COUNTY OF MAUI DEPARTMENT OF WATER SUPPLY and the STATE OF HAWAII DEPARTMENT OF HAWAIIAN HOME LANDS dated _____ concerning the development and dedication of Waiohuli Wells, the undersigned hereby requests water source credits be allocated under said Agreement as set forth below:

1. Water source credits allocated to the undersigned:
2. Water source credits allocated prior to the date of this exercise:
3. Water source credits allocated and exercised by this notice:
4. Water source credits remaining after this exercise:

SOURCE CREDITS (gpd)	
	0
	(0)
	(0)
	0

Submitted by:
State of Hawaii
Department of Hawaiian Home Lands

Acknowledgment:
County of Maui
Department of Water Supply

By: _____
Its: Chairman

By: _____
Its: Director

Request Date: _____

Acknowledgment Date: _____

Credits exercised by this notice is for the following Project:

Notice of Exercise of Water Transmission Credits No.()

Pursuant to the Agreement between the COUNTY OF MAUI DEPARTMENT OF WATER SUPPLY and the STATE OF HAWAII DEPARTMENT OF HAWAIIAN HOME LANDS dated _____ concerning the development and dedication of the Waiohuli Wells, the undersigned hereby requests water transmission credits be allocated under said Agreement as set forth below:

	TRANSMISSION CREDITS (\$)
1. Water transmission credits allocated to the undersigned:	\$0.00
2. Water transmission credits allocated prior to the date of this exercise:	(\$0.00)
3. Water transmission credits allocated and exercised by this notice:	(\$0.00)
5. Water transmission credits remaining after this exercise:	\$0.00

Submitted by:
State of Hawaii
Department of Hawaiian Home Lands

Acknowledgment:
County of Maui
Department of Water Supply

By: _____
Its: Chairman

By: _____
Its: Director

Request Date: _____

Acknowledgment Date: _____

Credits exercised by this notice is for the following project:

Notice of Exercise of Water Storage Credits No. ()

Pursuant to the Agreement between the COUNTY OF MAUI DEPARTMENT OF WATER SUPPLY and the STATE OF HAWAII DEPARTMENT OF HAWAIIAN HOME LANDS dated _____ concerning the development and dedication of the Waiohuli Wells, the undersigned hereby requests water storage credits be allocated under said Agreement as set forth below:

1. Water storage credits allocated to the undersigned:
2. Water storage credits allocated prior to the date of this exercise:
3. Water storage credits allocated and exercised by this notice:
4. Water storage credits remaining after this exercise:

STORAGE CREDITS (gals)	
	0
	(0)
	(0)
	0

Submitted by:
State of Hawaii
Department of Hawaiian Home Lands

Acknowledgment:
County of Maui
Department of Water Supply

By: _____
Its: Chairman

By: _____
Its: Director

Request Date: _____

Acknowledgment Date: _____

Credits exercised by this notice is for the following Project: