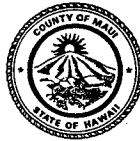


Council Chair  
G. Riki Hokama

Vice-Chair  
Robert Carroll

Council Members  
Michelle Anderson  
Jo Anne Johnson  
Dain P. Kane  
Danny A. Mateo  
Michael J. Molina  
Joseph Pontanilla  
Charmaine Tavares



Director of Council Services  
Ken Fukuoka

**COUNTY COUNCIL**  
COUNTY OF MAUI  
200 S. HIGH STREET  
WAILUKU, MAUI, HAWAII 96793  
[www.co.maui.hi.us/council/](http://www.co.maui.hi.us/council/)

December 14, 2006

Mr. Hans Michel  
1404 Olona Place  
Lahaina, Hawaii 96761-1754

Dear Mr. Michel:

**SUBJECT: ACCESS THROUGH THE HANS MICHEL PROPERTY  
FOR MAINTENANCE AND OPERATION OF KANAHA  
VALLEY STREAM (WR-27)**

Please find enclosed correspondence dated September 11, 2006, from the Director of Water Supply.

Please note that, at my behest, the Water Resources Committee has recommended that this matter be referred to the Council Chair for the term beginning January 2, 2007. That recommendation is contained in Water Resources Committee Report No. 06-175, which will be considered at the Council meeting of December 19, 2006. I look forward to working with you and the Administration to resolve this matter early in the new Council term.

Should you have any questions, please contact me or the Committee staff (David Raatz at ext. 270-7663, or Pauline Martins at ext. 270-8039).

Sincerely,

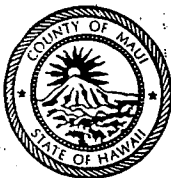
A handwritten signature in cursive script, appearing to read "Michelle Anderson".

MICHELLE ANDERSON, Chair  
Water Resources Committee

wr:ltr:27a01:dr

Enclosure

ALAN M. ARAKAWA  
Mayor



GEORGE Y. TENGAN  
Director

RECEIVED

ERIC H. YAMASHIGE, P.E., L.S.  
Deputy Director

2006 SEP 12 PM 4:01

DEPARTMENT OF WATER SUPPLY  
COUNTY OF MAUI  
200 SOUTH HIGH STREET  
WAILUKU, MAUI, HAWAII 96793-2155  
www.mauiwater.org

OFFICE OF THE MAYOR

OFFICE OF THE  
COUNTY COUNCIL

06 SEP 12 P 4:35

RECEIVED

September 11, 2006

Honorable Alan M. Arakawa  
Mayor, County of Maui  
Wailuku, Hawaii 96793

For transmittal to

Honorable Michele Anderson, Chair  
Water Resources Committee  
Maui County Council  
Wailuku, Hawaii 96793

*MA* 9/12/06

Dear Chair Anderson:

**SUBJECT: ACCESS THROUGH THE HANS MICHEL PROPERTY FOR  
MAINTENANCE AND OPERATION OF KANAHA VALLEY  
STREAM (WR-27)**

Thank you for the opportunity to provide comments on the status of the agreements with Mr. Hans Michel. There are two agreements, attached for reference. We identify the conditions of the agreement, the status, and an order of magnitude cost & time to accomplish the outstanding conditions.

JUNE 3, 1994 AGREEMENT between Hans Michel (Owner) and the Board of Water Supply, County of Maui (Board).

- 1. Water Meter for the Property:** The Board shall provide a 5/8-inch water meter on property and adjacent to existing 0.30 MG Kanaha tank after (1) Owner makes request, and (2) Owner enters into elevation agreement. Owner shall pay for water consumed.

Comment: Owner has not submitted application, and elevation agreement not done.

*"By Water All Things Find Life"*



Honorable Alan M. Arakawa  
For transmittal to:  
Honorable Michelle Anderson  
Page 2  
September 11, 2006

2. **Maintenance of Dirt Roadway Located Between the Lahainaluna High School's Piggery and the Board's Kanaha Pump Station No. 2:** The Board shall maintain the existing roadway and stream crossing within the property, and pursue a resolution with the State of Hawaii to maintain the existing roadway and stream crossing within the state's property. The Board shall limit maintenance work to repair of damage or wear caused by Board with crushed rock waste or base course. Damage to the stream crossing due to storm flow shall be jointly funded by Owner and Board.

Comment: The Board, or department, has delivered and placed base course on the existing roadways on multiple occasions. The stream crossing within the State property was recently damaged. Work on this crossing will require a Corps of Engineers (COE) permit for work within the stream. O/M cost: \$100,000.

3. **Drainage Control Improvements Within the Board's 0.30 MG Kanaha Tank Site:** Board shall repair damages to roadway adjacent to Kanaha tank site caused by runoff through the tank site. Repair work to restore ground to original condition as reasonably possible.

Comment: The department recently, upon request from Mr. Michel, delivered and spread two truckloads of base course in December 2005.

4. **Board Vehicles Parking on the Property Adjacent to the 0.30 MG Kanaha Tank:** Owner shall allow Board vehicles to park adjacent to tank, and grade to maintain the parking area.

Comment: As noted in condition 3, the department, upon request from Mr. Michel, delivered and spread two truckloads of base course in December 2005.

5. **Grading of the Roadway Near the Tank Site Access Driveway Gate:** Board shall perform excavation work, one-time to the satisfaction of Owner, for vehicle turn-around near tank site access.

Comment: Board completed this work.

6. **Board 0.30 MG Kanaha Tank Site Boundary Adjustment:** Board shall modify the subdivision map (SD 90-15) to delete portion of land Owner wishes to acquire. Owner shall coordinate with State to acquire State owned land.

Honorable Alan M. Arakawa  
For transmittal to:  
Honorable Michelle Anderson  
Page 3  
September 11, 2006

Comment: This work is not complete. There are land title issues requiring resolution. The Department will research resolution and processing of subdivision.

7. **Easements:** Owner shall grant easements to Board for (1) Board vehicle parking, (2) 0.30 MG Kanaha tank overflow discharge, (3) Kanaha tank surface runoff discharge, (4) pump prelubrication discharges at pump stations 1 & 2, (5) vehicular access along existing dirt road to Kanaha tank site & pump stations 1 & 2, and (6) waterlines and appurtenances.

Comment: This work is not complete. There are land title issues requiring resolution. The Department will research resolution and processing of subdivision.

8. **Repair Eroded Areas Within the Property and Along the Pedestrian Trail:** The Board shall discuss with the State of Hawaii and Pioneer Mill the Owner's request to repair pedestrian trail along cliff eroded by overflow water from screenbox, and erosion on property caused by overflow water.

Comment: The design of the overflow allowed the water to cascade over the cliff wall. The department needs to initiate discussion with the State and Kaanapali.

9. **Boulder Removal:** Board, at its cost, remove or relocate 5 boulders from property.

Comment: Done.

10. **Relocation of Board Waterlines:** Board, at its cost, relocate portion of 6-inch waterline from pump station 2 into access easement.

Comment: In conversation with Mr. Michel, relocation of waterline at this time not cost effective, and serves no purpose. Relocate waterline into proposed easement when repairs required.

11. **Ownership of the Pump Site No. 2:** Owner shall dedicate to Board title to Kanaha Pump Site No. 2, as revised. Ownership revert back to Owner if pump station function abandoned.

Comment: This work is not complete. There are land title issues requiring resolution.. The Department will research resolution and processing of subdivision.

Honorable Alan M. Arakawa  
For transmittal to:  
Honorable Michelle Anderson  
Page 4  
September 11, 2006

- 12. Relocation of Access Gate at Pump Station No. 2:** Board shall relocate vehicle access gate to east (south?) side of site. Owner to grant easements for roadway and power pole relocation.

Comment: This work is not complete. There are land title issues requiring resolve. The Owner and Department recently entered into an agreement to reduce the pump site from 4,874 square feet to 2,000 square feet, with necessary easement adjustments. This amendment to agreement dated May 23, 2005, recorded in the Bureau of Conveyances October 10, 2005 at 2:00 PM, document no. 2005-205101.

- 13. Grading of Land Near Pump Station No. 2 for Access Onto Kanaha Stream:** The Board discuss with State and Pioneer Mill excavation work to access stream with heavy equipment.

Comment: Done, heavy equipment access into the stream is available.

- 14. Flowage Easement for Discharge From the Lahaina Water Treatment Plant Improvements and the Existing State and Pioneer Mill Co., Ltd. Water System:** Board pay \$25,000 for flowage easement from south boundary line of property to Kanaha Valley.

Comment: Done.

- 15. Payment of Attorney Fees:** Board pay Owner \$900.00 for attorney fees during May 11, 1993 meeting.

Comment: Done.

- 16. Reimbursement to the Owner for Improvements Performed by the Owner Which Benefited the Board:** Board pay Owner \$40,000.00 for materials, equipment and labor for various maintenance and improvements.

Comment: Done.

- 17. Damage or Injury from Landslide or Earthquake and Falling rocks:** Owner not responsible or liable for damages or injury resulting from landslide, earthquake or falling rocks.

Honorable Alan M. Arakawa  
For transmittal to:  
Honorable Michelle Anderson  
Page 5  
September 11, 2006

18. **Stream Crossing and Heavy Flood Water:** Owner not responsible for loss or injury when crossing stream.
19. **Damage to Vehicle and Injuries to Employees and Agents:** Owner's property is a farm. Owner not responsible for damage or injury caused by collision with animals.
20. The Board shall not grant permission over roadway easements, except employees and agents pursuing Board's business.

MAY 23, 2005 AMENDMENT TO AGREEMENT between Hans Michel (Owner) and Department of Water Supply (Department). Recorded in Bureau of Conveyances on October 10, 2005 at 2:00 PM, document no. 2005-205101.

1. **Revise Kanaha Pump Site 2:** Revise Kanaha Pump Station Site 2 (Lot B) to: (a) 2,000 square feet area reflected by existing fenced site and parking lot turn-around, and (b) revise 20-foot wide easements 9 and 12 to follow south boundary of Lot B.
2. **Revise Exhibits A & B (1994) with Exhibits A-1 and B-1 (2005).**
3. **Other terms, covenants, and conditions of 1994 agreement unchanged.**

In addition to the above noted discussion, in 2004 the Department had constructed a man bridge to provide safe crossing of the stream during high flows.

We have evaluated the intake dam, and designed reinforcing to strengthen the dam, restore the dam spillway, and reduce erosion undermining. This work requires coordination with the US COE. Order-of-magnitude cost is \$250,000, and estimated time of 1-1/2 years, subject to funding. We have also, on several occasions, hired a contractor to remove landslide materials from the dam storage basin.

Finally, several years ago a dry stack rock wall constructed by Mr. Michel was damaged by an excavator hired by the Department. After much discussion and consideration of alternatives, the Department is pursuing a contractor to re-stack the damaged rockwall in its original construction. Order-of-magnitude cost is \$100,000, and an estimated time of one year, subject to funding.

Honorable Alan M. Arakawa  
For transmittal to:  
Honorable Michelle Anderson  
Page 6  
September 11, 2006

Thank you for the opportunity to provide this update. The Department continues to pursue the conditions of the agreement, the maintenance of the improvements, and the operation of the water system.

Sincerely,



GEORGE Y. TENGAN  
Director

Attachments

AGREEMENT

THIS AGREEMENT, made and entered into this 3 day of June, 1994, by and between HANS MICHEL, whose address is 1404 Olona Place, Lahaina, Maui, Hawaii 96761-1754, referred to as the "Owner", and the BOARD OF WATER SUPPLY of the COUNTY OF MAUI, a political subdivision of the State of Hawaii, Wailuku, Maui, Hawaii, its successors and assigns, referred to as the "Board",

W I T N E S S E T H:

WHEREAS, the Owner represents that he is the fee simple owner of a parcel of real property situated at Panaewa (Kanaha Valley), Lahaina, Maui, Hawaii, identified as Tax Map Key 4-6-17:12, referred to as the "Property"; and

WHEREAS, the Board operates and maintains the Kanaha Pump Station No. 2 located within the Property; and

WHEREAS, the Board utilizes the existing unimproved roadway located on the Property to access the Board's 0.30 MG Kanaha Tank, and the Kanaha Pump Stations No. 1 and No. 2; and

WHEREAS, the Board desires to obtain from the Owner title to the Kanaha Pump Station No. 2 site and easements for waterlines and access; and

WHEREAS, the Owner had made a request to the Board to provide compensation, improvements, water service, and



miscellaneous work in exchange for the conveyance of title to the Kanaha Pump Station No. 2 site and easements for waterlines and access; NOW, THEREFORE

W I T N E S S E T H F U R T H E R T H A T:

FOR AND IN CONSIDERATION of the mutual obligations of the parties to be performed as hereinafter set forth, it is hereby understood and agreed by the Owner and the Board that:

1. Water Meter for the Property:

The Board shall provide a five-eighth inch (5/8") water meter for water service to the Property. The meter shall be installed after (1) the Owner makes a request to the Board for water service and (2) the Owner enters into an elevation agreement. The water meter shall be installed by the Board at no charge (no water system development fee or installation charge). The meter shall be located within the Property and adjacent to the existing 0.30 MG Kanaha tank site. The Owner shall pay the Board for water consumed through the meter at the Department's current rates at the time of water consumption.

2. Maintenance of the Dirt Roadway Located Between the Lahainaluna High School's Piggery and the Board's Kanaha Pump Station No. 2:

The Board shall maintain the existing roadway and stream crossing located within the Property. The Board shall

pursue a resolution with the State of Hawaii on the maintenance of the roadway and stream crossing located within the State of Hawaii property identified as Tax Map Key 4-6-18:7. The Board shall limit its maintenance work to repair damage or wear caused by the Board with crushed rock waste or base coarse. Damage to the stream crossing due to storm generated stream flows shall be jointly funded by the Owner and Board.

3. Drainage Control Improvements Within the Board's 0.30 MG Kanaha Tank Site:

The Board shall repair damages to the roadway adjacent to the southern boundary of the 0.30 MG Kanaha tank site, referred to as the "Tank Site", caused by rainfall surface runoff flowing through the Tank Site. Repair work shall restore the surface of the ground to their original condition to the extent that such restoration work is reasonably possible.

4. Board Vehicles Parking on the Property Adjacent to the 0.30 MG Kanaha Tank:

The Owner shall allow Board vehicles to park on the Property on the southern side adjacent to the Tank Site. The Board shall provide grading work to maintain the parking area.

5. **Grading of the Roadway Near the Tank Site Access Driveway Gate:**

The Board shall perform excavation work to the area near the Tank Site access driveway gate along the roadway to provide the Owner with a turn-around area for vehicles. The Board shall grade the area only one time to the satisfaction of the Owner.

6. **Board 0.30 MG Kanaha Tank Site Boundary Adjustment:**

The Board shall modify the subdivision map (SD 90-15) currently being processed for the acquisition of the Tank Site lot to delete the portion of land the Owner wishes to acquire. The Owner shall coordinate with the State to acquire the State owned land.

7. **Easements:**

The Owner shall grant easements within the Property in favor of the Board for (1) Board vehicle parking, (2) the 0.30 MG Kanaha tank overflow discharge, (3) the 0.30 MG Kanaha tank site surface runoff discharge, (4) the pump prelubrication discharges at Pump Stations No. 1 and No. 2, (5) vehicular access along the existing dirt road to the 0.30 Kanaha MG tank site and Pump Stations No. 1 and No. 2, and (6) waterlines and appurtenances. The locations of the subjects within this paragraph are shown on the map attached hereto as Exhibit "B".

8. Repair Eroded Areas Within the Property and Along the Pedestrian Trail:

The Board shall discuss with the State of Hawaii and Pioneer Mill Co., Ltd. the request by the Owner to repair the pedestrian trail along the cliff that was eroded by the overflow water from the screenbox and also the erosion on the Property caused from the overflow water.

9. Boulder Removal:

The Board shall, at its own cost, remove the five boulders from the Property. The Owner may choose to have the Board relocate the boulders to a different location within the Property.

10. Relocation of Board Waterlines:

The Board shall, at its own cost, relocate a portion of the six-inch waterline from Pump Station No. 2 into the access easement area (onto the existing roadway area).

11. Ownership of the Pump Site No. 2:

The Owner shall grant, convey and dedicate unto the Board title to the Kanaha Pump Site No. 2 site, as revised. The Board shall transfer the title for the Kanaha Pump Station No. 2 site back to the Owner or his heirs in the event the pump station function is abandoned by the Board, at no cost to the Owner or his heirs.

12. Relocation of Access Gate at Pump Station No. 2:

The Board shall relocate the vehicle access to the east side of the Pump Station No. 2. The Owner shall provide the Board the necessary easements for such access from the roadway. The Owner shall provide the necessary easements to Maui Electric Company for any power pole relocations as required.

13. Grading of Land Near Pump Station No. 2 for Access Onto Kanaha Stream:

The Board shall discuss with the State of Hawaii and Pioneer Mill Co., Ltd. the grading (excavation) work the Owner requested at the area east of the Pump Station No. 2. The Owner desires the grading work to provide improved access for heavy construction equipment into the Kanaha Stream bed.

14. Flowage Easement for Discharge From the Lahaina Water Treatment Plant Improvements and the Existing State and Pioneer Mill Co., Ltd. Water Systems:

The Board shall pay Owner TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) for the flowage easement. The easement path shall extend from the southern boundary line of the Property to the Kanaha Valley. Owner shall not interfere with, terminate, or in any way restrict or affect the Board's easement for any reason, including suspected or actual unauthorized use by anyone other than the Board.

The Board shall not give permission to anyone to use the flowage easement, except its employees and agents who are pursuing business of the Board.

15. Payment of Attorney Fees:

The Board shall pay the Owner for his attorney expenses in the sum of NINE HUNDRED AND NO/100 DOLLARS (\$900.00) incurred during the May 11, 1993 meeting.

16. Reimbursement to the Owner for Improvements Performed by the Owner Which Benefitted the Board:

The Board shall pay FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00) to the Owner for the materials, equipment and labor the Owner had expended for various maintenance and improvements performed which benefits the Board.

The locations of the subjects within paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 16 are shown on the map attached hereto as Exhibit "A", as revised.

17. Damage or Injury from Landslide or Earthquake and Falling Rocks:

The Owner shall not be responsible or liable for any damage to property or vehicles or injuries to person caused by landslide or earthquake and rocks from the hillside. Board shall indemnify and protect Owner from any and all claims for damage to Board's property or vehicle or injury to its employees resulting from such landslide, earthquake or falling rocks, including attorney's fees and costs.

18. Stream Crossing and Heavy Flood Water:

Owner shall not be held responsible for loss of vehicles or injury to person (its employees and agents) when crossing the stream. The Board shall indemnify and protect Owner from any or all claims for loss of Board's vehicles, or injury to its employees and agents, when crossing the stream during heavy flood water, including attorney's fees and costs.

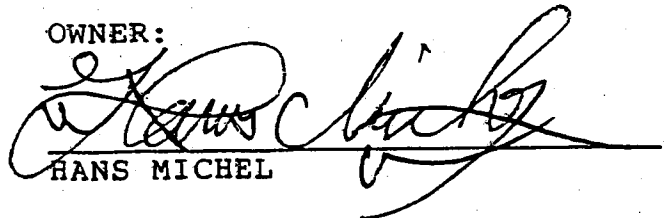
19. Damage to Vehicle and Injuries to Employees and Agents:

The property belonging to Owner is a farm. Owner shall not be held responsible for any damage to Board's vehicles or its employees and agents caused by collisions with the Owner's animals. The Board shall indemnify and protect Owner from any and all claims for damage to vehicles or injury to its employees and agents caused by collision with Owner's animals, including attorney's fees and costs.

20. The Board shall not give permission to anyone to use the roadway easement, except its employees and agents who are pursuing business of the Board.


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

OWNER:

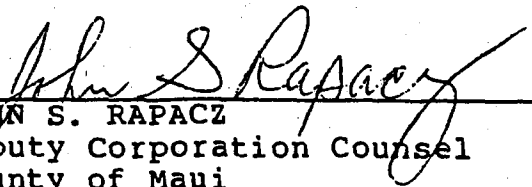


HANS MICHEL

BOARD:

  
BYRON WALTERS  
Its Chairperson

APPROVED AS TO FORM  
AND LEGALITY:

  
JOHN S. RAPACZ  
Deputy Corporation Counsel  
County of Maui



STATE OF HAWAII

)

COUNTY OF MAUI

)

SS:

On this 3 day of June, 1994, before me personally appeared HANS MICHEL, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

*Raymond L. ...*

Notary Public, State of Hawaii

My commission expires: 6/17/95

STATE OF HAWAII

)

COUNTY OF MAUI

)

SS:

On this 28th day of September, 1994, before me appeared BYRON WALTERS, to me personally known, who, being by me duly sworn, did say that he is the Chairperson of the BOARD OF WATER SUPPLY of the County of Maui, and that the seal affixed to the foregoing instrument is the lawful seal of the BOARD OF WATER SUPPLY, and that said instrument was signed and sealed on behalf of said BOARD OF WATER SUPPLY, and said BYRON WALTERS acknowledged said instrument to be the free act and deed of said BOARD OF WATER SUPPLY.

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

*Josephann ...*

Notary Public, State of Hawaii

My commission expires: 4/19/98

MAP 54-7

KANAHU VALLEY NUMBER TWO SUBDIVISION

PROPOSED  
SUBDIVISION OF PARCEL 12 OF  
TAX MAP KEY: 4-6-17 INTO  
LOT A AND LOT B AND DESIGNATION  
OF EASEMENTS 9, 12 AND 13

Being all of  
Royal Patent No. 10000, Land Commission Award 8452,  
Apas 3 to 10, 10000, Royal Patent 2300, Land  
Commission Award 10000, Apas 3 to 10, 10000, Land  
Commission Award 10000, Apas 1 to David Molo,  
No. 1, Section of  
Land Commission Award 10210 to Kekuonahi

PASCHI, MOALII, AND PANA KANAHU VALLEY, LANAHANA, MAUI, HAWAII  
Scale: 1 inch = 50 feet Date: February 17, 1989

Prepared for: County of Maui, Board of Water Supply, Wailuku, Maui, Hawaii, 96793  
Prepared by: NORMAN S. COE, THE HAWAII CONSULTANTS, INC., 2001 Kalia Road, Suite 207, Honolulu, Hawaii 96815

Owner of Parcel 12: Hans F. Michs



This work was prepared by me under my supervision.  
*Norman S. Coe*  
Registered Professional Land Surveyor No. 2753

NOTES:

1. Boundaries and field conditions refer to Government Survey Triangulation Station 10000.
2. Owners of adjoining parcels are listed from Tax Map Records.
3. Boundary corners for Lot B and Easements 9, 12 and 13 are marked with 3/4" inch pipe unless noted otherwise.
4. Easements 9, 12 and 13 are for utilities and access purposes in favor of the Board of Water Supply.

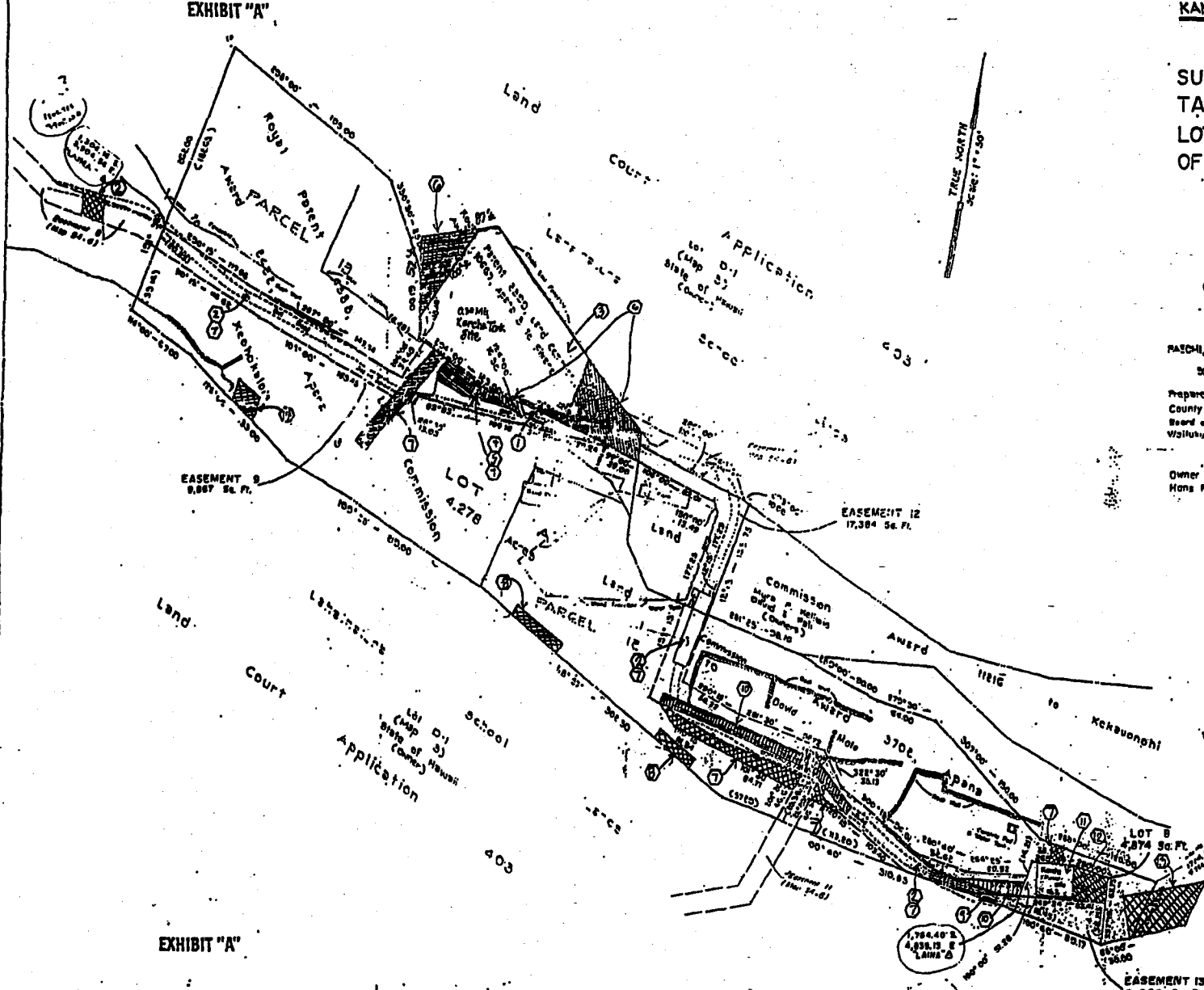
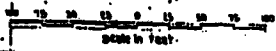


EXHIBIT "A"

EXHIBIT "A"



KANAHĀ WELL NUMBER TWO SUBDIVISION

SUBDIVISION OF PARCEL 12 OF TAX MAP KEY: 4-6-17 INTO LOT A AND LOT B AND DESIGNATION OF EASEMENTS 9, 12 AND 13

Being all of Royal Patent 4388, Land Commission Award 8482, Apans 3 to Kauhakole, Royal Patent 3500, Land Commission Award 10667, Apans 3 to Pikanalo, Land Commission Award 3702, Apans 1 to David Molo, and a portion of Land Commission Award 1116 to Kakuwerohi

FASOH, MOALII, AND PANAENĀ (KANAHĀ VALLEY), LAHANĀ, MAHI, HANĀHI

Scale: 1 inch = 50 feet

Date: February 27, 1988

Prepared for: County of Maui, Board of Water Supply, 1701uku, Maui, Hawaii 96793

Prepared by: NORMAN SATO, ENGINEERING CONSULTANTS, INC., 2188 Main Street, Suite 203, Wahiuku, Maui, Hawaii 96793

Owner of Parcel 12: Hans F. Michel



This work was prepared by me or under my supervision.

Norman Sato, Registered Professional Land Surveyor No. 803-3

NOTES:

1. All monuments and field coordinates refer to Government Survey Triangulation Station "LAHĀ".
2. Owners of adjoining parcels are taken from Tax Map Records.
3. Boundary corners of Lot B and Easements 9, 12 and 13 are marked with 3/4-inch pipe unless noted otherwise.
4. Easement 9 and 12 are for utility and access purposes in favor of the Board of Water Supply.

Note: Marks & Bounds of Easements are Approximate Only

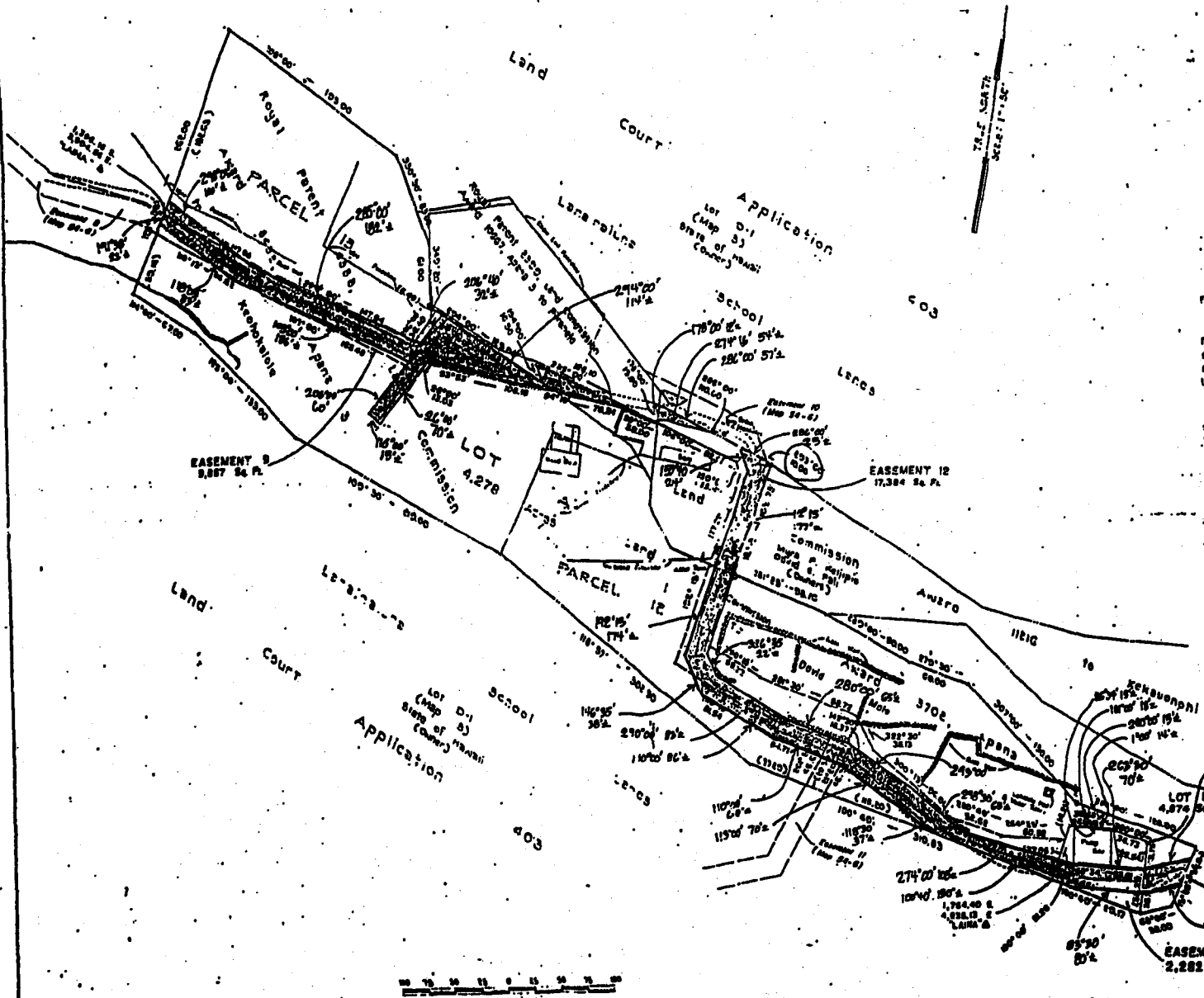
L.U.C.A. File No.

51" x 36"

C-56

49 88-101

EXHIBIT B



The Map Keys 4-6-17:12 and 13

EXHIBIT B

THE ORIGINAL OF THE DOCUMENT  
RECORDED AS FOLLOWS:  
STATE OF HAWAII

BUREAU OF CONVEYANCES

DATE OCT 10 2005 TIME 2:00 pm

DOCUMENT NO. 2005-205101

LAND COURT SYSTEM

REGULAR SYSTEM

Return by Mail ( ) Pickup (X)

To:

DEPT. OF LAND AND NATURAL RESOURCES  
LAND DIVISION

Total Number of Pages: 11

Tax Map Key No. (2) 4-6-017:012

AMENDMENT TO AGREEMENT

AMENDMENT TO AGREEMENT

This Amendment, made and entered into this \_\_\_\_\_ day of  
MAY 23 2005, 20\_\_\_\_, by and between HANS MICHEL, whose address is  
1404 Olona Place, Lahaina, Maui, Hawai`i 96761-1754, herein  
referred to as the "Owner", and the DEPARTMENT OF WATER SUPPLY  
of the COUNTY OF MAUI, a political subdivision of the State of  
Hawai`i, whose address is 200 South High Street, Wailuku, Maui,  
Hawai`i 96793-2155, herein referred to as the "Department".

W I T N E S S E T H:

WHEREAS, the Owner and the Board of Water Supply of the  
County of Maui, herein referred to as the "Board", made and  
entered into that certain Agreement dated June 03, 1994; and

WHEREAS, the Department has succeeded to the rights and  
obligations of the Board under the said Agreement; and

WHEREAS, the Owner and the Department now wish to amend the  
said Agreement;

NOW, THEREFORE, for good and valuable consideration, it is  
hereby agreed by and between the parties that:

1. Exhibits "A" and "B" shall be revised at the Kanaha Pump  
Site 2 as follows:

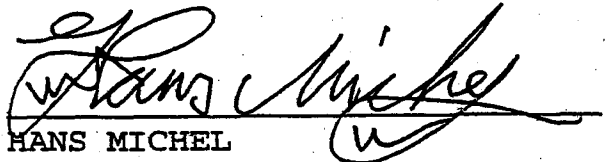
- a. Lot B shall be reduced to a total combined area of  
2,000 square feet to reflect the existing fenced  
Kanaha Pump Site 2 and the parking lot turnaround  
(shown as shaded on Exhibits "A-1" and "B-1"); and

b. Non-transferable Easements 9 and 12 for access to Kanaha Pump Site 2 by Owner and Department of Water Supply only shall be revised to follow the south boundary line at Kanaha Pump Site 2 (shown as a dashed line on Exhibits "A-1" and "B-1"). The easement width where revised shall be approximately 20 feet.

2. Exhibits "A" and "B" to the said Agreement shall be changed as shown on Exhibits "A-1" and "B-1", attached hereto and incorporated herein by this reference;


3. Other than as changed in paragraphs 1 and 2, all of the other terms, covenants, and conditions of the said Agreement shall remain in full force and effect forever.

DATED: Lahaina, Maui, Hawai'i, May 5, 2005.

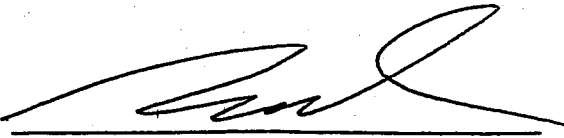
  
HANS MICHEL

DATED: Wailuku, Maui, Hawai'i, MAY 23 2005

COUNTY OF MAUI

By   
ALAN ARAKAWA  
Its Mayor

APPROVED AS TO FORM  
AND LEGALITY:



Deputy Corporation Counsel

Dated: 4/28/05

APPROVAL RECOMMENDED:



GEORGE Y. TENGAN  
Director, Department of Water Supply

STATE OF HAWAI'I )  
 ) SS.  
COUNTY OF MAUI )

On this 5 day of May, 2005, before me personally appeared HANS MICHEL, 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.

*Barbara P.H. Robert*

Notary Public, State of Hawai'i

*Barbara P.H. Robert*

TYPED OR PRINTED NAME OF NOTARY

My Commission expires: 10. 1. 07  
L.S.

STATE OF HAWAI'I )  
 ) SS.  
COUNTY OF MAUI )

On this \_\_\_\_\_ day of MAY 23 2005, 20\_\_\_\_, before me personally appeared ALAN ARAKAWA, 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.

*Linda K. Tamashiro*

Notary Public, State of Hawai'i

**LINDA K. TAMASHIRO**

TYPED OR PRINTED NAME OF NOTARY

My Commission expires: 10/19/06



STATE OF HAWAII )  
 ) SS.  
COUNTY OF MAUI )

On this 12<sup>th</sup> day of May, 2005, before me appeared ALAN M. ARAKAWA, to me personally known, who being by me duly sworn did say that he is the Mayor of the County of Maui, a political subdivision of the State of Hawaii, and that the seal affixed to the foregoing instrument is the lawful seal of the said County of Maui, and that the said instrument was signed and sealed on behalf of said County of Maui by authority of its Charter, and the said ALAN M. ARAKAWA acknowledged the said instrument to be the free act and deed of said County of Maui.

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

L.S.

Kay A. Ogasawara  
NOTARY PUBLIC, State of Hawaii  
Kay A. Ogasawara  
(Print Name)  
My commission expires: 7/1/05

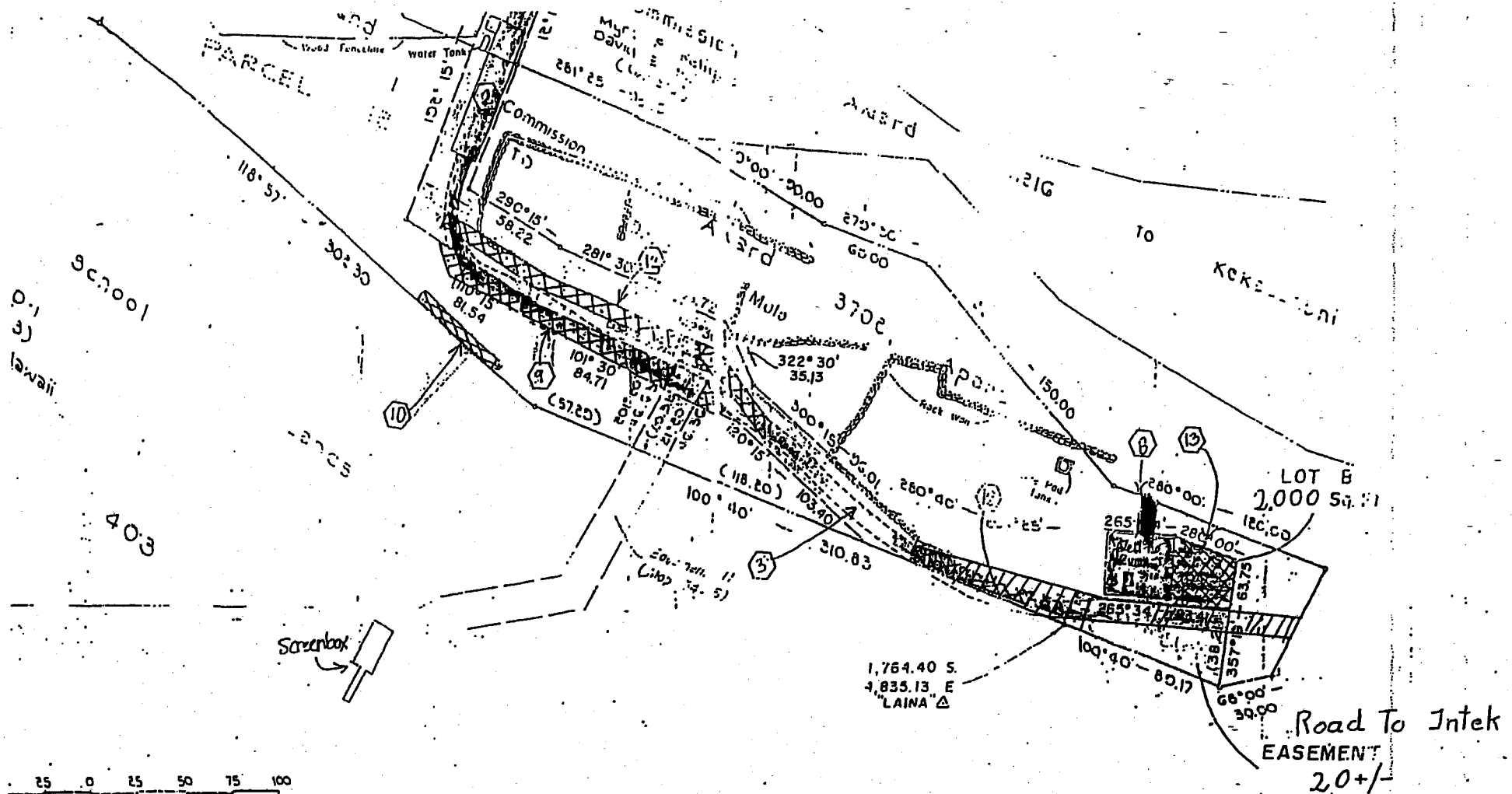


Exhibit - Lot B. 2,000 Sq. Ft.

EXHIBIT "A-1"

Land

COWAY

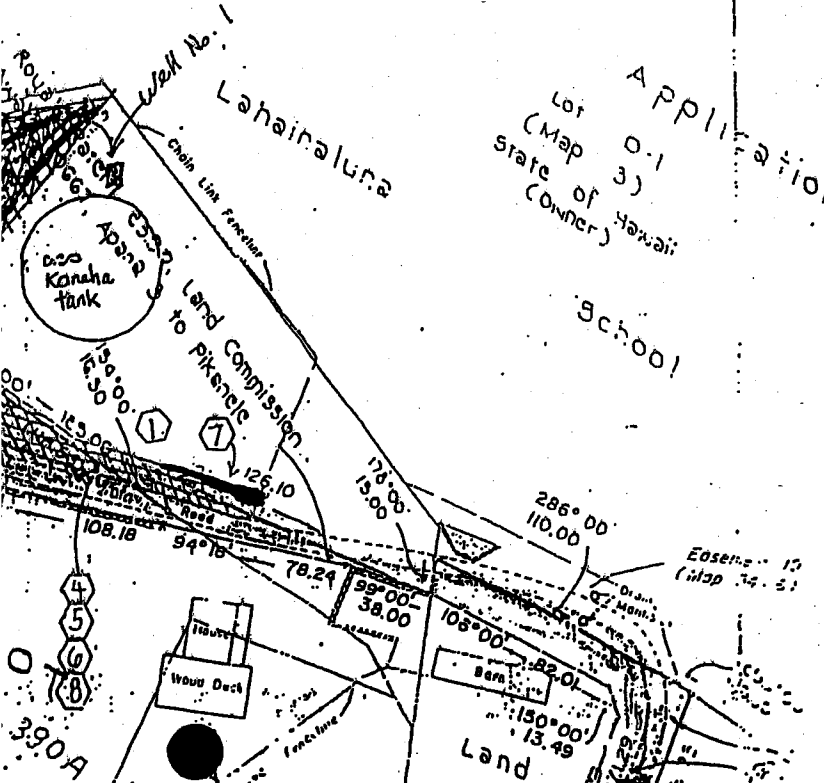
Application

Lot 0-1  
(Map 3)  
State of Hawaii  
(Owner)

Lahainauna

School

403



EASEMENT  
17,384

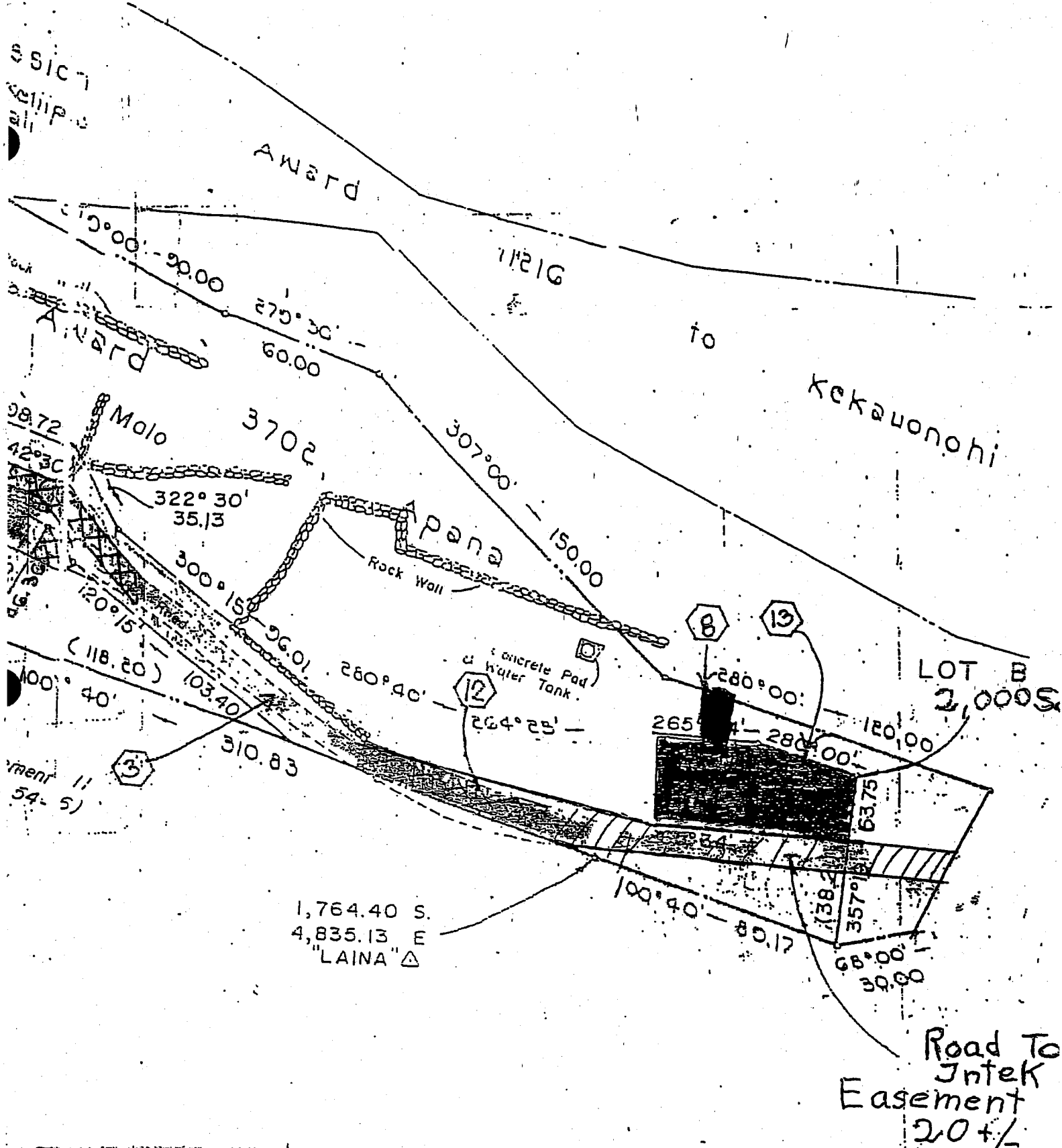
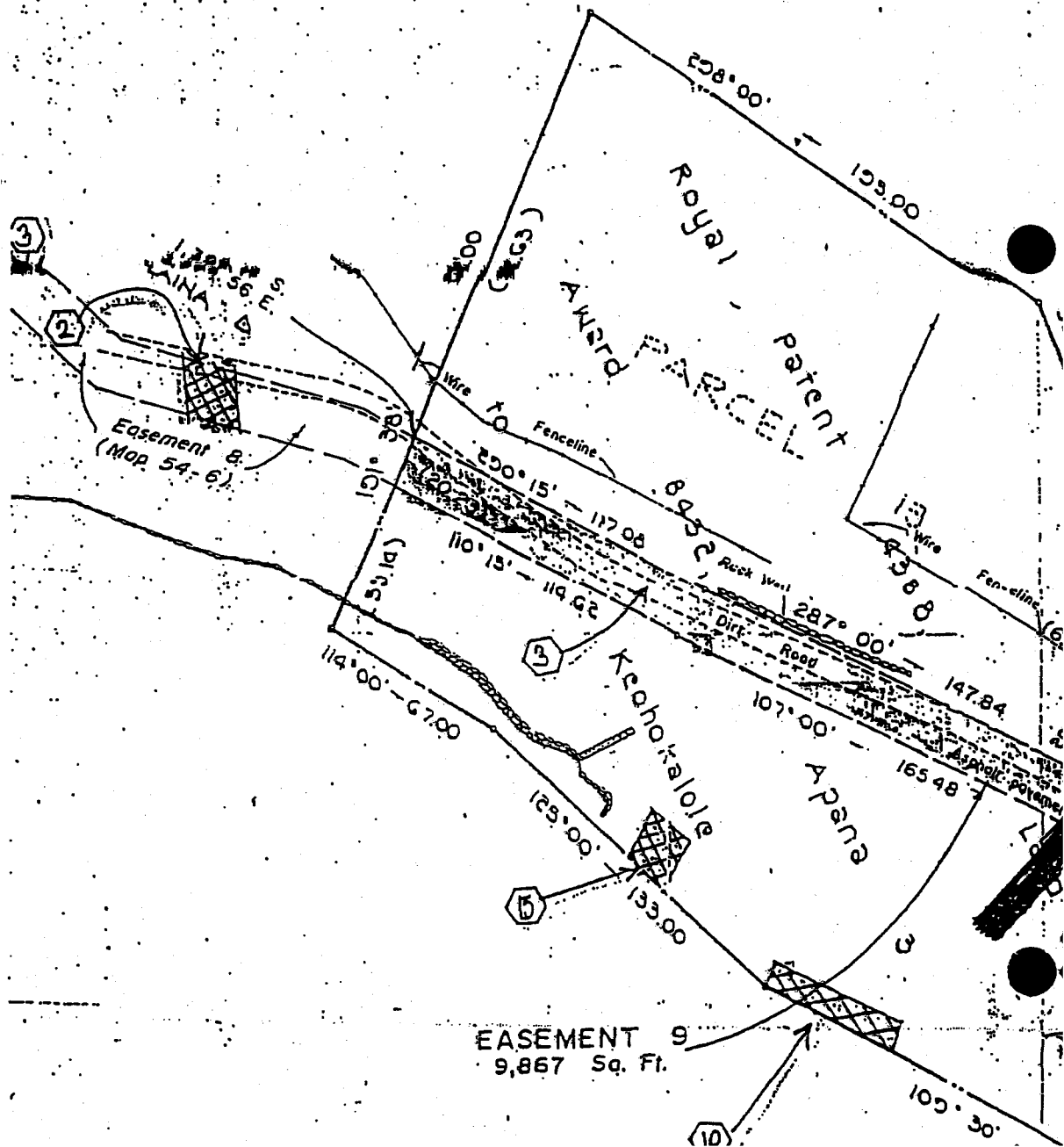


Exhibit-LOT B. 2,000 Sq. Ft.



COURT

Application

State Court

CO



Tax Map Key: 4-6-17: 12 and 13

100 75