

Ralph -
please arrange for
Workshop

RECEIVED

December 9, 1985 AM '85

DEPT. OF PLANNING
COUNTY OF MAUI

WIMBERLY
WHISENAND
ALLISON
TONG
& GOO
& GOO
Architects, Ltd.

Mr. Tosh Ishikawa
Planning Director
County of Maui
Planning Department
200 South High Street
Wailuku, Maui, Hawaii 96793

Dear Tosh:

Re: Proposed Restoration and Renovation of
Pioneer Inn at Lahaina, Maui

Thank you for your time and recommendations during our recent meeting with you regarding the subject project.

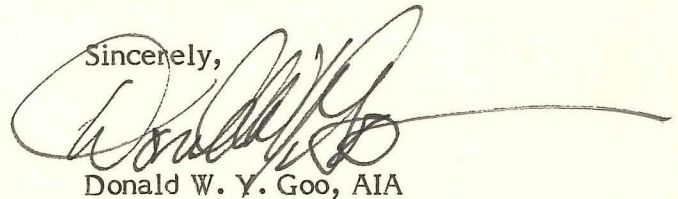
We are very much in accord with the suggestion that there be an informal "workshop" whereby the members of the Maui Historical Commission could be briefed on the proposed restoration and renovation prior to their scheduled January 16 meeting.

From conversations with Coleen Suyama of your office, it was suggested that sometime in the week prior to January 16 might be in order. We would appreciate it if you could make such arrangements for this "workshop" meeting. We would think that one hour at the most would be enough time.

We appreciate very much the interest and suggestions that you have made to assist us in satisfying the planning requirements and to move the project along as expeditiously as possible.

Please let me know when and where the meeting may be held and I will be there.

Sincerely,



Donald W. Y. Goo, AIA

DWYG:dt

cc: Mr. Ray Wilson
Mr. Martin Luna
Mr. Howard Lennon

WAT&G

2222
Kalakaua
Avenue
Penthouse
Honolulu
Hawaii
96815
Telephone
(808)
922-1253
Telecopier
(808)
922-1250
Telex
8704
WWATG HR
Cable
WIKI WIKI

George J.
WIMBERLY
F.A.I.A.

Gerald L.
ALLISON
F.A.I.A.

Gregory M.B.
TONG
A.I.A.

Donald W.Y.
GOO
A.I.A.

Donald F.
FAIRWEATHER

George S.
BEREAN
A.I.A.

Ronald J.
HOLECEK
A.I.A.

Sidney C.L.
CHAR
A.I.A.

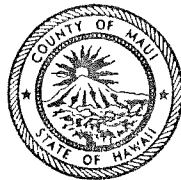
Larry E.
HELBER
A.S.L.A.

Mark H.
HASTERT
A.I.C.P.

Richard H.
VAN HORN
A.I.C.P., A.I.A.

Glenn T.
KIMURA

MAUI PLANNING COMMISSION
Zadoc Brown, Chairman
Victoria Chung, Vice-Chairman
Toshi Ansal
Joseph Felipe
Joseph J. Franco
David T. Fukuda
Lois Z. Halling
Roy Suda
Joseph C. Ventura
Ralph Hayashi, Ex-Officio
Vince Bagoyo, Jr., Ex-Officio



HANNIBAL TAVARES
Mayor

TOSH ISHIKAWA
Planning Director

RALPH N. MASUDA
Deputy Planning Director

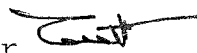
**COUNTY OF MAUI
PLANNING DEPARTMENT**

200 S. HIGH STREET
WAILUKU, MAUI, HAWAII 96793

March 21, 1985

MEMORANDUM

TO: Mr. Jeff Dela Cruz, Planning Inspector

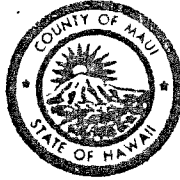
FROM: Tosh Ishikawa, Planning Director 

RE: Request for Variance from Section 19.36.010(26)
of the Off-Street Parking and Loading Ordinance
by Mr. Ormond Kelley, representing Pioneer Inn,
at Lahaina, Maui, Hawaii; TMK 4-6-01:08

Please be advised that we have no objections to the request for variance for the above referenced matter inasmuch as relocation of the trash collection area and enclosure of the old trash area will improve the overall situation at Pioneer Inn.

It appears that the variance from the requirement for three off-street parking stalls for the additional 150 square feet to an existing shop is reasonable. We recommend approval of the said variance application.

MAUI PLANNING COMMISSION
David T. Fukuda, Chairman
Joseph C. Ventura, Vice Chairman
Toshi Ansai
Joseph Felipe
Joseph J. Franco
Rachael Jio
Roy Suda
Tom Sato
Susumu Sakaida
Vince Bagoyo, Jr., Ex-Officio
Alvin Fukunaga, Ex-Officio



HANNIBAL TAVARES
Mayor

CHRISTOPHER L. HART
Planning Director

RALPH N. MASUDA
Deputy Planning Director

COUNTY OF MAUI
PLANNING DEPARTMENT
200 S. HIGH STREET
WAILUKU, MAUI, HAWAII 96793

March 31, 1986

Mr. B. Martin Luna
Attorney at Law
P.O. Box 1086
Wailuku, Maui 96793

Dear Mr. Luna:

RE: SMA for the proposed restoration and renovation
of the Pioneer Inn, TMK 4-6-01:8

In response to your letter dated March 25, 1986, proposing the completion of the subject project in "two phases", please be advised that this office supports your proposal to identify those improvements limited to the courtyard area and the portions of the project adjacent to the courtyard along Papalekani Street as Phase II. In addition, this office also supports your proposal to initiate work on said Phase II of the project within a period of one year from the March 20, 1986, date of approval, and that a request for extension of this time period can be considered by this department, if necessary.

Thank you for your cooperation. We look forward to its completion as a positive contribution to the overall quality of the Lahaina Historic Districts.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Christopher L. Hart", is written over the typed name and title.

CHRISTOPHER L. HART
Planning Director

cc Mr. Ralph Masuda
cc Mr. Colleen Suyama

CARLSMITH, WICHMAN, CASE, MUKAI AND ICHIKI

ATTORNEYS AT LAW

A PARTNERSHIP INCLUDING LAW CORPORATIONS
2145 WELLS STREET, SUITE 201

WELLS STREET PROFESSIONAL BUILDING
WAILUKU, HAWAII 96793

March 25, 1986

HONOLULU OFFICE:

P. O. BOX 656
HONOLULU, HAWAII 96809
(808) 523-2500

GUAM OFFICE:

P. O. BOX BF
AGANA, GUAM 96910
(671) 472-6813
TELEX 721-6445 CWCM GM

LOS ANGELES OFFICE:

P. O. BOX 71169
LOS ANGELES, CALIFORNIA 90071-0169
(213) 955-1200

MAUI OFFICE:

P. O. BOX 1086
WAILUKU, HAWAII 96793
(808) 242-4535

HILO OFFICE:

P. O. BOX 686
HILO, HAWAII 96721-0686
(808) 935-6644

KONA OFFICE:

P. O. BOX 1720
KAILUA-KONA, HAWAII 96745-1720
(808) 329-6464

Mr. Chris Hart
Planning Director
County of Maui
200 S. High Street
Wailuku, Maui, Hawaii 96793

Re: Restoration and Renovation of Pioneer Inn
by Front Street Properties, Inc.

Dear Chris:

This is to confirm our representation that because of certain legal problems, Front Street Properties, Inc. will be proceeding to restore and renovate the Pioneer Inn in two phases. Phase I will be limited to all the improvements specified in our application for SMA permit and Historic Commission approval of the project except the improvement of the courtyard area and the area immediately adjacent to the courtyard along Papalekani Street. The work that is omitted from Phase I will be performed in Phase II.

Meet 25 Feb
* It is the intent of Front Street Properties, Inc. to proceed with Phase II upon the resolution of the legal difficulties that Front Street Properties, Inc. is confronted with at this time. Hopefully, this will occur within one year. However, in the event that the resolution of these legal problems cannot be accomplished by March 20, 1987, Front Street Properties, Inc. will meet with you and the Maui Historic Commission, if necessary, to decide on the course of action that is acceptable to all parties concerned.

It is my understanding that the County is agreeable to the foregoing procedure. Based on this understanding, we will be submitting to the Department of Public Works the applications for all permits that are needed for Phase I of the project.

Mr. Chris Hart
Page Two
March 25, 1986

I hope my understanding of our discussion as set forth above is consistent with yours. In the event that my statements herein need to be revised or I have omitted a term or condition of some significance, please let me know immediately.

Thank you very much for your continued courtesy and cooperation.

Sincerely yours,

B. Martin Luna

B. MARTIN LUNA

BML:cff

HANNIBAL TAVARES
Mayor

RALPH HAYASHI, P.E.
Director of Public Works

LESTER NAKASATO, P.E.
Deputy Director of Public Works

LOUIS ABREU
Superintendent of Highways

FRED ARAKI, P.E.
Engineering Chief

EDWIN KAGEHIRO, P.E.
Waste Management Chief

AARON SHINMOTO, P.E.
Land Use Administrator



COUNTY OF MAUI
DEPARTMENT OF PUBLIC WORKS


200 SOUTH HIGH STREET
WAILUKU, MAUI, HAWAII 96793

March 20, 1985

RECEIVED
MAR 20 10 03 AM '85
DEPARTMENT OF PLANNING
COUNTY OF MAUI

MEMORANDUM:

TO: TOSH ISHIKAWA, Planning Director

FROM: JEFF DELA CRUZ, Planning Inspector 

RE: Request for Variance from Section 19.36.010(26) of the Off-Street Parking and Loading Ordinance by Mr. Ormond Kelley, representing PIONEER INN, at Lahaina, Maui, Hawaii; TMK:4-6-01:08.

Please review and provide comments/recommendations.

In addition, please advise whether approval or variance from the Maui Historic Commission is required (Section 19.52.090 G).

If you have any questions, please call me at Extension 760.

JDC:ng

enclosure

Ormond L. Kelley A.I.A. Architect Inc.

March 8, 1985

Aaron Shimoto
Land Use and Codes Administration
County of Maui
200 South High Street
Wailuku, Hawaii 96793

Re: Pioneer Inn
TMK 4-06-01:8

Dear Mr. Shimoto:

We are requesting a variance to the Off Street Parking Ordinance Section 19.36 of the Maui County Code as follows:

The owners of the Pioneer Inn wish to relocate the highly hazardous trash storage area from the Hotel Street side to the Pelekane Street side of the property and also close up the existing 150 square feet of trash area and include it in the shop space with an adjoining tenant.

The Parking Ordinance requires three (3) Off-Street parking spaces for this 150 sq. ft. of additional shop space. To provide this Off Street parking the owner is faced with great hardship since there is no unoccupied area on this property to park 3 cars. The Inn complex predates the parking ordinance and there is no parking on the site.

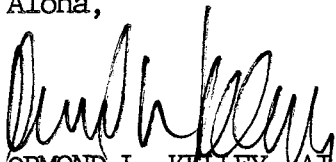
The Uniform Building Code, stipulates 30 square feet per occupant for the intended use, this additional space would allow five more people to occupy this 34,262 square foot site.

The existing trash area is open to the public and is very difficult to police as well as being unsightly and odoriferous.

Attached please find:

- a) Notice of Request for Variance
- b) Stubs of certified mail sent to adjacent owners and lessees
- c) \$100.00 check for filing fee
- d) Evidence of Ownership of the parcel
- e) Ten sets of plot plan
- f) Architectural Drawing

Aloha,


ORMOND L. KELLEY, AIA
encls.

R

cc: J. Howard Lennon
Hilton Umemori

NOTICE OF REQUEST FOR VARIANCE

DATE March 7, 1985

TO:

This will inform you that the undersigned will apply to the County of Maui Board of Variances and Appeals for a variance affecting the following real estate:

STREET: Hotel

TOWN AND ISLAND: Lahaina, Maui

TAX MAP KEY: 4-6-01:8

IN THE VICINITY OF: Front Street

THE REQUEST WILL BE RELATIVE TO THE FOLLOWING:

ORDINANCE AFFECTING THE REQUEST: 19.36 off street parking and loading

BRIEF DESCRIPTION OF REQUEST: To allow the Pioneer Inn, Lahaina, Maui to relocate hazardous trash area away from the building and enclose the old trash area and make into 150 square feet shop extension of an adjoining shop, without providing the three required off street parking spaces, there being no parking spaces on the site now nor available.

Information relative to this application is available for review at the Office of the Division of Land Use and Codes Administration, County Building, Wailuku, Maui, Hawaii. Inquiries may be made by telephoning 244-7760, or in person(s) at the Division's Office.

The date, time and place of the public hearing will be published at least fifteen (15) days prior to the date of the hearing.

All testimony pertaining to this request should be submitted in writing to the Department of Public Works, Land Use and Codes Administration, 200 South High Street, Wailuku, Maui, Hawaii 96793, or presented in person at the time of the public hearing.

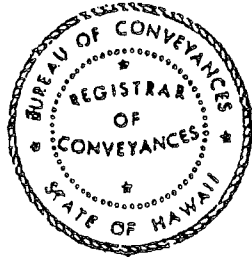
ORMOND L. KELLEY, AIA
NAME OF APPLICANT

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
BUREAU OF CONVEYANCES
P. O. BOX 2867
HONOLULU, HAWAII 96803

*Sealed } new
Please }*

Date OCT 8 1975

I hereby certify that the attached instrument is a true copy from the records of the Bureau of Conveyances of the State of Hawaii.



Attest: *[Signature]*
72 REGISTRAR OF CONVEYANCES

RECORDATION REQUESTED BY:

Saint, Title Corporation

AFTER RECORDATION, RETURN TO:

RETURN BY: MAIL () PICKUP (✓)

4790 10 10 1976
MICHIGI

Certified to be a true and correct copy
of the original presented to me
MICHIGI ADA(III), Registrar
By: Clerk

Pursuant to the provisions of Section # 343-21
Revised Laws of Hawaii (1955) as amended, this
fly leaf is attached to the within

Deed
dated July 1, 1962 between
George W. W. W. W. W.
and
James H. H. H. H.

RECEIVED
FIRST HAWAIIAN BANK
CONSTRUCTION & IMPROV. PROP.
LOAN SECTION

MAR 24 1976

For Action _____

For Information _____

Ground Lease

THIS INSTRUMENT OF LEASE made as of this 1st day
of July, 1964, by and between GEORGE ALAN
FREELAND of Lahaina, County of Maui, State of Hawaii, and
whose post office address is Post Office Box 6, Lahaina,
County of Maui, State of Hawaii, hereinafter called "LESSOR",
and HOMER HUNGERFORD, husband of Anabel Hungerford, whose
residence and post office address is 4509 Aukai Ave., Honolulu, Hawaii,
hereinafter called "LESSEE",

W I T N E S S E T H:

ARTICLE I

Demise

1. Premises. The Lessor, in consideration of the
rent hereinafter reserved and of the covenants herein con-
tained and on the part of the Lessee to be observed and
performed, does hereby demise and lease unto the Lessee:

ALL that certain land situate at Lahaina,
County of Maui, State of Hawaii, as described on
the exhibit attached hereto, marked Exhibit "A"
and made a part hereof by reference.

2. Term. The term of this lease for and during
which the Lessee shall have and hold the premises hereinabove
described, together with the buildings, improvements, rights,
easements, privileges and appurtenances thereunto belonging
or appertaining subject to the covenants and conditions
hereinafter contained, shall be from the 1st day of July
-----, 1964, for the term of sixty-five (65) years,
then next ensuing, to and including the 30th day of June
-----, 2029.

ARTICLE II

Rental

1. Minimum Rent. The Lessee shall pay to the Lessor

net over and above all taxes, rates, assessments and other charges hereunder payable by the Lessee with respect thereto, minimum rent for the demised premises as follows:

A. For and during the period of twenty (20) years from July 1, 1964 to June 30, 1984

both days inclusive, the minimum rent shall be the sum of TWELVE THOUSAND DOLLARS (\$12,000.00) per annum.

B. For and during the period of twenty (20) years from July 1, 1984 to June 30, 2004

both days inclusive, the minimum rent shall be the sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00) per annum.

C. For and during the period of twenty-five (25) years from July 1, 2004 to June 30, 2029

both days inclusive, the minimum rent shall be such annual sum as shall be determined by written agreement of the Lessor and Lessee, or if they fail to reach such agreement prior to June 30, 2004, such annual sum as shall be determined by appraisal, but in no event shall such annual sum be less than FIFTEEN THOUSAND DOLLARS (\$15,000.00) per annum.

2. Percentage Rent. The Lessee shall pay as additional rent for and during each calendar year of said term, beginning July 1, 1964, the amount by which the percentage rent computed in accordance with the provisions of this paragraph shall exceed the minimum rent payable for and during said calendar year.

A. The annual percentage rent shall be equal to the sum of the following percentages of the gross annual sales of rooms, food, beverages and sublease and concession rentals as hereinafter defined in or from the demised

premises:

(1) For and during the period of twenty (20) years from July 1, 1964 to June 30, 1984, both days inclusive:

- (a) Three and one half per cent (3½%) of the gross annual sales of rooms or any other merchandise sold or services rendered by the Lessee on the demised premises, exclusive of food and beverages;
- (b) One per cent (1%) of the gross annual sales of food;
- (c) Two per cent (2%) of the gross annual sales of beverages; and
- (d) Fifteen per cent (15%) of the gross annual sublease and concession rentals including percentage rentals, if applicable.

(2) For and during the period of twenty (20) years from July 1, 1984 to June 30, 2004, both days inclusive:

- (a) Four per cent (4%) of the gross annual sales of rooms or any other merchandise sold or services rendered by the Lessee on the demised premises, exclusive of food and beverages;
- (b) One per cent (1%) of the gross annual sales of food;
- (c) Two per cent (2%) of the gross annual sales of beverages; and
- (d) Twenty per cent (20%) of the gross annual sublease, and concession rentals, including percentage rentals, if applicable.

(3) For and during the period of twenty-five (25) years from July 1, 2004 to June 30, 2029, both days inclusive, the percentage rent shall be such annual sum as shall be determined by written agreement of the Lessor and Lessee, or if they shall fail to reach such agreement prior to June 30, 2004, such annual sum as shall be determined by appraisal, but in no event shall such

4790 101

annual sum be less than the percentage rent provided for in subparagraph 2 A (2).

3. The term "gross annual sales" shall include the entire amount of the actual sales price of all sales of rooms, food and beverages, merchandise or services in or from the demised premises; but excluding therefrom (1) the amount of federal excise taxes and state gross income and/or sales taxes or other similar taxes levied or imposed on the value of goods or services sold or included in the selling price thereof; (2) reasonable charges made by travel or tourist agencies for the arranging of accommodations for guests at the hotel to be constructed on the demised premises; (3) all credits or refunds made to customers for merchandise returned or exchanged; (4) all receipts from weighing machines, lockers, stamp machines, public telephones and public toilets and room and house telephones; and (5) all sums and credits received in settlement of claims for loss or damage to merchandise; PROVIDED, HOWEVER, that where sales receipts received by any sublessee, concessionaire or licensee are excluded,) the amounts received from such other person as sublease rentals or other payments in the nature of rentals shall be subject as aforesaid to payment of percentage rent at the rate of fifteen per cent (15%) or twenty per cent (20%), as

in the preceding sentence shall mean the regular list price or, as the case may be, the "Kamaaina rate", the "military rate", the "complimentary rate", or any other similar rate (whether now or hereafter established) whereby the effective net rate is less than the regular list price. In allocating sales under the American plan between room sales and food sales, the Lessee shall do so in a reasonable manner consistent with the practice in other comparable hotels.

C. The Lessee shall submit to the Lessor on or before the expiration of ninety (90) days following the end of each calendar year a complete audited statement made by a certified public accountant and signed by the Lessee showing in reasonable detail the amount of gross sales during the preceding calendar year and the percentage rent due hereunder; PROVIDED, HOWEVER, that if the Lessee or its sublessee shall use a fiscal year for accounting and tax purposes, such statement need not be audited, it being understood that audited statements showing in reasonable detail the amount of gross sales during each such fiscal year shall be submitted to the Lessor on or before the expiration of ninety (90) days following the end of each such fiscal year. The Lessee shall keep in the demised premises or other location made known and accessible to the Lessor, for a period of two (2) consecutive years following the end of each calendar year, a complete and accurate account of all sales of merchandise and of services, and of all business transacted in or from the demised premises for

such calendar year. Lessee shall also keep for at least one (1) year after each calendar year, or until the Lessor's auditors have had reasonable opportunity to audit the same, whichever is later, all pertinent sales records. All such records, gross income tax reports and other business and occupation tax reports shall be open to inspection and audit of the Lessor and its agents at all reasonable times during ordinary business hours. If any audit by the Lessor shows an error in the Lessee's original statement and the result of such audit is to increase the rent payable to the Lessor in an amount equal to or greater than one per cent (1%) of the amount of rent reported by the Lessee's statement for the period of the audit, the Lessor may require the Lessee to pay the cost of the audit. The Lessor's right to audit may include the taking of such other steps as are generally deemed proper in auditing practice.

*WZWC
MP*

3. Payment. The minimum rent herein reserved shall be paid quarterly in advance on the 1st day of July, October, January and April in each and every year during said term, without any deduction.

Percentage rent for each calendar year shall be paid monthly on or before the 20th day of each and every month, computed upon the gross annual sales of the immediately preceding month, it being understood that the monthly percentage rent payment will consist of the amount by which the total of the applicable percentage rents for said month exceed one-twelfth (1/12) of the minimum rent for the year, and that the percentage rent for each calendar year will be adjusted annually in conformance with paragraph 2 of ARTICLE II hereof.

4. Appraisal. Whenever this lease provides that

the minimum rent shall be determined by appraisal, the determination by appraisal for the purposes of setting the minimum rent shall be conclusive and such appraisal shall constitute the appraisal required hereby. Such appraisal shall be made by three (3) arbitrators appointed and constituted as provided hereafter in ARTICLE VIII hereof. The appraisal of minimum rent shall be based upon the then market value of the demised premises for use as a resort hotel site, exclusive of buildings and other permanent improvements erected thereon by the Lessee, and the minimum rent therefor shall be based upon such annual sum as shall equal six per cent (6%) of such appraised market value of the demised premises.

ARTICLE III

Quiet Enjoyment

The Lessor hereby covenants with the Lessee that upon payment by the Lessee of the rent as aforesaid and upon observance and performance of the covenants and conditions by the Lessee hereinafter contained, the Lessee shall peaceably hold and enjoy said premises for the term hereby demised without hindrance or interruption.

ARTICLE IV

Lessee's Covenants

The Lessee hereby covenants with the Lessor as follows:

1. Payment of Rent. The Lessee will pay all the rents and other charges herein reserved in lawful currency of the United States of America at the times and in the manner aforesaid to the Lessor or to such other person or corporation as shall be designated by the Lessor in writing at least ten (10) days prior to the next ensuing rent payment date.

2. Payment of Taxes and Other Governmental Charges.

The Lessee will also pay before the same respectively becomes delinquent all taxes, rates, assessments, charges and other outgoings of every description which are now or may during said term be assessed against the demised premises or any part thereof or to which the demised premises are now or may during said term become liable, whether assessed to or payable by the Lessor or Lessee; PROVIDED, HOWEVER, that with respect to any assessments made under any betterment or improvement law which may be payable in installments, the Lessee shall be required to pay only such installments, together with interest on unpaid balances thereof, as shall become due and payable during said term. Nothing herein contained shall prevent the Lessee from contesting in good faith, by any appropriate proceedings commenced before the same becomes delinquent, the validity or amount of any such tax, rate, assessment or charge, nor require the payment thereof until the final determination of such contest adversely to the Lessee; PROVIDED, HOWEVER, that the Lessee will pay all such taxes, rates, assessments or charges, together with all interest, penalties, fines and costs accrued thereon or imposed in connection therewith, forthwith upon the commencement of proceedings to foreclose any lien which attached to the demised premises or any part thereof as security therefor or within such further time as may be duly allowed by any stay of such foreclosure proceedings; and PROVIDED, FURTHER, that if the Lessee shall fail to pay any such taxes, rates, assessments and charges as herein provided, the Lessor may at any time thereafter pay the same, together with any interest, penalties, fines and costs accrued thereon or imposed in connection therewith, and the Lessee

will repay to the Lessor upon demand therefor the full amount so paid by the Lessor, together with interest thereon at the rate of seven per cent (7%) per annum.

3. Improvements Required by Law. The Lessee will, at its own expense, during the whole of said term make, build, alter, maintain and repair all fences, roads, curbs, sidewalks sewers, drains, parkways and parking areas which may be required by law to be made, built, altered, maintained and repaired by Lessor or Lessee upon or adjoining or in connection with or for the use of the demised premises or any part thereof except as otherwise provided herein.

4. Repair of Improvements. Subject to the provisions hereinafter contained in ARTICLE V relating to insurance of buildings and ARTICLE VII relating to condemnation, the Lessee will, at its own expense from time to time and at all times during said term, well and substantially repair, maintain, amend and keep all buildings and other improvements at any time during said term existing on the demised land, with all necessary reparations and amendments whatsoever, in good order and condition. This covenant shall include the obligation to maintain and keep in good order all of the demised premises and the landscaping thereon. Ordinary wear and tear and unavoidable casualty are excluded from the provisions of this paragraph.

5. Observance of Laws. The Lessee will, during the whole of said term, keep the demised premises in a strictly clean and sanitary condition and observe and perform all laws, ordinances, rules and regulations whether now or hereafter made by any governmental authority for the time being applicable to said premises or the use thereof, and will indemnify the Lessor against all actions, suits, claims and damages by

whosoever brought or made by reason of the nonobservance or nonperformance of said laws, ordinances, rules and regulations or of this covenant.

6. Inspection of Premises. The Lessee will permit the Lessor and its agents at all reasonable times during said term to enter the demised premises and examine the state of repair and condition thereof, and will repair and make good all defects reasonably required by the terms of this lease to be repaired and made good by the Lessee, of which notice shall be given by the Lessor or its agents, within a reasonable time after the giving of such notice. If the Lessee shall refuse or neglect to commence such repairs and complete the same within said period, the Lessor may make such repairs or cause the same to be made and shall not be responsible to the Lessee for any loss or damage that may be caused to the property or business of the Lessee by reason thereof, and if the Lessor shall make such repairs or cause the same to be made, the Lessee shall pay forthwith on demand to the Lessor the cost thereof, with interest at the rate of seven per cent (7%) per annum. The right of the Lessor hereunder to inspect the premises shall be exercised in such manner as not to disrupt the operations of the Lessee.

7. Waste and Unlawful Use. The Lessee will not make or suffer any strip or waste or unlawful, improper or offensive use of the demised premises or any part thereof.

8. Assignments and Subleases. The Lessee will not, without the written consent of the Lessor, assign or mortgage this lease or sublet the demised premises in whole or in part; PROVIDED, HOWEVER, that the Lessor will not require payment by the Lessee of any moneys therefor other than such

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reasonable costs and expenses as may be incurred by the Lessor in connection with such consent and the Lessor further agrees that it will not unreasonably withhold such consent; PROVIDED, FURTHER, that the Lessee, without first securing the consent of the Lessor, may mortgage this lease to any mortgagee where the proceeds of the mortgage are to be used exclusively for the construction of the hotel building to be constructed upon the demised premises or for any other improvement upon the demised premises, or may assign this lease to any corporation in which the Lessee may have an interest subject only to the continuing liability of the Lessee under this lease; PROVIDED, FURTHER, that nothing herein contained shall prevent the Lessee from renting or subletting any hotel rooms without such consent.

9. Costs and Expenses of Lessors. The Lessee will pay to the Lessor all costs and expenses, including reasonable attorneys' fees, incurred or paid by the Lessor in enforcing any of the covenants and conditions herein contained, in recovering possession of the demised premises or any part thereof or in collecting any delinquent rent, taxes or other charges hereunder payable by the Lessee, or incurred by or imposed upon the Lessor by or in connection with any litigation commenced by or against the Lessee (other than condemnation proceedings) to which the Lessor shall, without fault, be made party.

10. Indemnity. The Lessee will indemnify and hold the Lessor harmless from and against all claims and demands for loss or damage, including claims for property damages, personal injury or wrongful death, arising out of or in connection

with the use or occupancy of the demised premises by the Lessee or any other person claiming by, through or under it, or any accident or fire on said premises, or any nuisance made or suffered thereon, or any failure of the Lessee to maintain said premises in a safe condition, and the Lessee will reimburse the Lessor for all costs and expenses, including reasonable attorneys' fees, paid or incurred by the Lessor in connection with the defense of any such claims. The provisions of this paragraph shall not be applicable to claims and demands caused by the wilful act or the negligence of the Lessor or by the failure of Lessor to comply with the provisions of this lease.

11. Liability Insurance. The Lessee will, at its own expense, effect and maintain during the whole of said term a policy or policies of comprehensive general liability insurance covering the Lessor and the Lessee with respect to the demised premises in form and with coverage satisfactory to and approved by the Lessor, which approval shall not unreasonably be withheld, with minimum limits of not less than THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) for injury to one person and not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for injury to more than one person in any one accident, and also a policy of insurance in the sum of not less than TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) against claims for property damage in any insurance company or companies satisfactory to the Lessor, and will from time to time upon receiving the same, deposit promptly with the Lessor copies or evidence of such policies of insurance and every receipt for premiums paid thereon.

12 Construction of Buildings and Improvements.

The Lessee at its own expense, within a reasonable time after the commencement of the term of this lease, will submit to the Lessor for approval complete plans and specifications for, and will commence to construct and thereafter will construct and complete with all reasonable dispatch and within and during the first five (5) years of the term of the lease, on the demised premises, in accordance with such complete plans and specifications therefor approved in writing by the Lessor, which consent shall not be unreasonably withheld, a first class resort hotel and shop building or buildings, shall improve within said period the present hotel building so that the cost of said improvements and the value of the new building or buildings erected by the Lessee shall be not less than THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00). The Lessee will engage a licensed architect to prepare said plans and specifications. Such plans and specifications shall include plans for the landscaping of all of the demised premises, with site plans for all improvements to be placed upon the demised premises. In the event that the construction or completion of said requirements during said five (5) year period as hereinabove provided shall be delayed or prevented for the time being by reason of any act of God, or the public enemy, war, strike, riot, civil commotion, fire, earthquake, flood or other similar disaster, or by reason of any act of the United States, State of Hawaii or County of Maui, or any department, commission, board or agency thereof, or for any other reason, whereby the Lessee, without fault on its part, shall be unable to obtain any materials, supplies, machinery, equipment or labor necessary therefor, the time for completion and construction of said improvements shall be extended according to the duration and nature of such delay.

13. Use of Premises The Lessee will use the

demised premises for the purpose of maintaining and operating a resort hotel for the sale of rooms, food and beverages, to include shops and services and other normal items carried in such operation, and any other use which is pertinent to and in connection with the operation of a resort hotel on the demised premises and any other use which may be pertinent to or appropriate for a resort area. No use of the demised premises by the Lessee, its successors or assigns, or any sublessee, concessionaire or licensee of the Lessee, other than those permitted herein shall be authorized without the express written consent of the Lessor and upon such terms and conditions as may be agreeable to the Lessor.

14. Bond and Indemnity Against Liens. A. The

Lessee, prior to the destruction of any buildings on the demised premises at the commencement of this lease and prior to the commencement of the construction on the demised premises of any building or other improvement and prior to the commencement of any alterations or additions to any building or other improvement on the demised premises, will deposit with the Lessor a certificate or other evidence satisfactory to the Lessor that the contractor for such construction has obtained a bond naming the Lessor and Lessee as obligees, in an amount equal to the total construction cost thereof and in form and with surety satisfactory to the Lessor guaranteeing the completion of such construction free and clear of all mechanics' and materialmen's liens; PROVIDED, HOWEVER, that if the Lessee shall undertake any such construction without a contractor, it will, prior to the commencement thereof, deposit with the Lessor such bond naming the Lessor

as obligee.

5. The Lessee will promptly discharge or cause to be discharged every attachment, lien, charge or encumbrance of any nature which may be filed against the demised premises or any improvements thereon, or to which the demised premises or any erection or improvement thereon or the estate of the Lessee therein at any time during said term shall become subject, other than any permitted mortgage of this lease as herein provided, and will indemnify and save the Lessor harmless from all loss, cost and expense, including attorneys' fees, with respect thereto; it being expressly agreed that the Lessee shall have no authority to create any lien, charge or encumbrance upon the demised premises and the improvements thereon or upon the estate of the Lessee therein, other than a permitted mortgage of the estate of the Lessee. The Lessee shall have the right to contest in good faith any such attachment, lien, charge or encumbrance. The provisions of this paragraph shall not apply to attachments, liens, charges or encumbrances arising out of the performance or failure of performance by the Lessor of its covenants and obligations contained in this lease.

15. Surrender. At the end of said term or sooner determination of this lease, the Lessee will peaceably deliver up to the Lessor possession of the land hereby demised, together with all buildings and other improvements thereon, by whomsoever made, in good repair, order and condition, reasonable wear and tear and unavoidable casualty excepted,

and except as provided in ARTICLES V and VII hereof; PROVIDED, HOWEVER, that if the Lessee shall not then be in default hereunder, it may thereupon remove from the demised premises any furnishings, equipment and trade fixtures installed by it during said term upon condition that the Lessee shall at its own expense repair promptly to the satisfaction of the Lessor all damage caused by such removal.

16. Approval of Construction or Alteration. The Lessee will not construct any building or other improvement and will not remodel, replace, substantially alter or make any addition to any building or other improvement on the demised premises unless the Lessor shall in writing consent thereto. Any such replacement, remodeling, alteration or addition shall be in accordance with plans and specifications approved in writing by the Lessor. The consent of the Lessor herein required shall not be unreasonably withheld. The provisions of this paragraph shall not apply to any interior alterations or construction, effected during the first 40 years of the term hereof, the cost of which does not exceed TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$12,500.00).

ARTICLE V

Insurance of Buildings

1. Fire and Other Insurance. The Lessee will, at its own expense, at all times during said term keep all buildings existing on the demised land insured against loss or damage by fire and the risks covered by the Standard Extended Coverage Endorsement in an insurance company or companies approved in writing by the Lessor, which approval shall not unreasonably be withheld, and in time of war against war damage to the extent such governmental insurance is obtainable,

in an amount as near as practicable to the full replacement cost of said buildings without deduction for depreciation, and will pay all premiums thereon when due and will from time to time upon receiving the same deposit promptly with the lessor all policies of such insurance or true copies thereof and every receipt for premiums paid thereon.

2. Payment of Insurance Proceeds. Every policy of such insurance shall be issued to cover and insure all the several interests in said buildings of the Lessor, the Lessee and any mortgagees under any mortgage of this lease, as their respective interests shall appear, and shall be made payable in case of loss or damage to such trust company authorized by law to exercise corporate trust powers in the State of Hawaii and having its principal office in Honolulu as shall from time to time be designated by the Lessor as trustee of all proceeds of such insurance; PROVIDED, HOWEVER, that the interest of any mortgagees in such insurance proceeds payable for destruction or damage of any such building to an extent exceeding fifty per cent (50%) of the actual cash value thereof at the time of such casualty, which interest shall not diminish the amount of the interest of the Lessor in such insurance proceeds as hereinafter defined, may be made payable to such mortgagees at their option in reduction of the indebtedness secured by any mortgage of this lease. Said trustee shall have no-obligation whatsoever to effect, maintain or renew such insurance, nor to attend to any claim for loss or damage thereunder or the collection of any proceeds thereof, nor to incur any expense therefor, and shall be responsible only for the proper custody and application as herein provided for all proceeds of such insurance that shall

actually come into its possession, and the Lessee will pay all fees and expenses of said trustee for or in connection with its services. The respective interests of the Lessor, the Lessee and any mortgagees in any proceeds of such insurance payable for loss or damage to any such building shall be fixed and determined as of the date of such loss or damage as follows:

A. The interest of the Lessor therein shall be a proportionate amount of such insurance proceeds in the ratio which the expired portion of the term of this lease, from the date of original completion of said building to the date of such loss or damage, bears to the portion of said term from the date of original completion of said building to the date of expiration of said term.

B. The interest of the Lessee shall be the balance of such insurance proceeds after first deducting therefrom the amount of the interest of the Lessor therein as hereinbefore defined.

C. The interest of any mortgagees therein shall be limited to the amount of and encumber only the interest of the Lessee in such insurance proceeds as hereinbefore defined and shall not affect the interest of the Lessor therein, and the respective interests and rights of two or more mortgagees in and to said interest of the Lessee shall be determined between them in accordance with their respective mortgages of this lease.

3. Use of Insurance Proceeds. In case said buildings or any part thereof shall be destroyed or damaged by fire or other casualty insured against as herein required, then and

as often as the same shall happen, all proceeds of such insurance, including the interest therein of the Lessor and the balance of the interest therein of the Lessee after deducting such amount of the interest of any mortgagees in such insurance proceeds as may be required to be applied in reduction of the indebtedness secured by any mortgage of this lease as hereinbefore provided and excluding the proceeds of any rental value or use and occupancy insurance of the Lessee, shall be available for and used with all reasonable dispatch by the Lessee (plus the amount of the proceeds paid to the mortgagee) in rebuilding, repairing or otherwise reinstating the buildings so destroyed or damaged in a good and substantial manner according to the plan and elevation thereof, or according to such modified plan for the same or substitute buildings as shall be approved in writing by the parties hereto; PROVIDED, HOWEVER, that if such insurance proceeds available therefor (plus the amount of the proceeds paid to the mortgagee) shall be insufficient for rebuilding, repairing or otherwise reinstating such buildings as aforesaid, then the Lessee in lieu thereof shall have the right at its option, by giving written notice thereof to the Lessor within fifteen (15) days after the determination of insufficiency of such total amount, promptly to remove from the demised land all remains of the buildings so destroyed or damaged and all debris resulting from such casualty and to restore said land to good and orderly condition and even grade, and upon such removal and restoration the Lessee shall be relieved of all further obligations hereunder with respect to such buildings; PROVIDED, FURTHER, that notwithstanding the foregoing option of the Lessee, the Lessor shall have the right at its option, by giving written

notice thereof to the Lessee and any mortgagees having any interest in such insurance proceeds within fifteen (15) days after the election by the Lessee to remove the remains of such buildings from the demised land, to rebuild, repair or otherwise reinstate such buildings as aforesaid, using such insurance proceeds available therefor (it being understood that the Lessee shall make available to the Lessor an amount equivalent to that paid to the mortgagee) and making up any deficiency in such total amount from the Lessor's own funds, and in every such case the Lessee shall pay to the Lessor as additional rent, at the same times and in the same manner as the payment of rents hereinbefore reserved, from the date when such buildings shall be fully reinstated for and during the unexpired balance of said term a sum equal to seven per cent (7%) per annum of the amount so expended by the Lessor from its own funds over and above such insurance proceeds.

4. Abatement of Rent. In case the Lessee shall rebuild, repair or otherwise reinstate as hereinbefore provided any buildings destroyed or damaged by fire or other such casualty to an extent exceeding fifty per cent (50%) of the actual cash value of all buildings situated on said demised premises at the time of such casualty, then the minimum rent herein reserved shall be abated in a proportionate amount determined as of the effective date of said abatement and as of each successive due date for the payment of rent during the continuance of said abatement by mutual agreement of the Lessor and Lessee or, if they fail to reach such agreement prior to such date, by the ratio which the floor area of such buildings then remaining untenable because of such casualty bears to the total floor area of such buildings immediately

prior to such casualty, said abatement of rent to become effective as of the date of performance of the first actual work on the demised premises as part of a continuous operation to rebuild, repair or otherwise reinstate such buildings and to continue during the diligent prosecution of such work until such buildings shall be fully reinstated by the Lessee. In case the Lessor shall rebuild, repair or otherwise reinstate as hereinbefore provided such buildings so destroyed or damaged to an extent exceeding fifty per cent (50%) of the actual cash value of all buildings situated on said premises at the time of such casualty, then said minimum rent herein reserved shall be abated in the same amount and manner as aforesaid, said abatement of rent to become effective as of the date of election by the Lessee to remove the remains of such buildings from the demised land and to continue until such buildings shall be fully reinstated by the Lessor. Any unearned portion of said rent paid in advance prior to the effective date of such abatement and any unpaid portion of said rent accruing after the expiration of such abatement shall be adjusted between the Lessor and Lessee on the next succeeding due date for the payment of rent.

5. Termination of Lease. In case the Lessee shall elect to remove from the demised land all remains of any buildings destroyed or damaged by fire or other such casualty and all debris resulting from such casualty and to restore said land to good and orderly condition and even grade as hereinbefore provided, and the Lessor shall not elect to rebuild, repair or otherwise reinstate such buildings as hereinbefore provided, then upon such removal and restoration by the Lessee, either party hereto shall have the right at its option, by

giving prior written notice thereof to the other party, to terminate this lease. Upon such termination, the Lessee shall be relieved of all further obligations under this lease, and the Lessor shall refund to the Lessee any unearned portion of the rent paid in advance prior to the effective date of such termination. Upon termination of this lease, the interest of the Lessee and Lessor in all insurance proceeds payable for loss or damage to such buildings, subject to the interest of any mortgagees therein, shall be payable to the Lessor.

6. Option of Lessor to Terminate Lease. In the event said buildings shall be substantially destroyed by fire, or other such casualty insured against as herein required, during the last five (5) years of the term hereof, then notwithstanding the foregoing provisions of this ARTICLE V, the Lessor shall have the right at its option, by giving written notice thereof to the Lessee within fifteen (15) days after said buildings are destroyed, to terminate this lease. Upon such termination, the Lessee shall be relieved of all further obligations under this lease, and the Lessor shall refund to the Lessee any unearned portion of the rent paid in advance prior to the effective date of such termination. Upon termination of this lease, the interest of the Lessee and Lessor in all insurance proceeds payable for loss or damage to such buildings, subject to the interest of any mortgagees therein, shall be payable to the Lessor and Lessee as their interests shall appear.

ARTICLE VI

Mortgages

In the event that the Lessee shall assign this lease by way of mortgage, if the Lessee shall furnish to the Lessor

a true copy of such mortgage, together with the name and address of the mortgagee, the Lessor will not terminate this lease by reason of the occurrence of any of the events of default set forth in ARTICLE IX hereof if the mortgagee, within sixty (60) days after the Lessor has mailed to the mortgagee at its last known address a written notice of intention to terminate the lease for such cause, shall either cure such default, if the default can be cured by the payment of money, or if such is not the case, shall undertake in writing to perform all covenants of this lease capable of performance by the mortgagee until such time as this lease shall be transferred upon foreclosure pursuant to said mortgage; it being understood that if such default shall be the failure of the Lessee promptly to discharge or cause to be discharged any lien, charge or encumbrance which may be filed against the demised premises or any improvements thereon, junior in priority to said mortgage, the mortgagee may cure such default by accomplishing the foreclosure of said mortgage, and such default shall be deemed to be cured within said period of sixty (60) days if such foreclosure shall be accomplished through proceedings or action instituted within said period and thereafter prosecuted in a diligent and timely manner.

ARTICLE VII

Condemnation

1. Consequences of Condemnation. In the event at any time or times during said term the demised premises or any part thereof shall be taken or condemned by any authority having the power of eminent domain, then and in every such case the estate and interest of the Lessee in any part of the demised premises so taken or condemned shall at once cease and

determine; and the minimum rent herein reserved for the demised premises shall be reduced for and during the unexpired balance of said term, effective as of the date when the Lessee shall, by reason of such taking or condemnation, lose the right to possession of such part of the demised premises, to a sum which shall bear the same ratio to the minimum rent payable hereunder immediately before the taking as the land area of the demised premises immediately after the taking bears to the land area of the demised premises immediately before the taking, and the Lessor shall refund to the Lessee any unearned portion of the rent thereof paid in advance prior to the effective date of such taking or condemnation. In the event the reduction in rent provided for herein is deemed inequitable by the Lessee, the Lessee shall have the right to take the matter to arbitration as hereinafter provided for; if the arbitrators should agree that the reduction is inequitable, the arbitrators shall determine the amount of the reduction but shall be governed by the usability of the premises condemned and that of the premises remaining for use.

2. Compensation and Damages. In every such case of taking or condemnation of the demised premises or any part thereof, all compensation and damages payable for or on account of any land hereby demised and any buildings and other improvements existing on the demised land at the commencement of said term shall be payable to and be the sole property of the Lessor, and the Lessee shall have no interest or claim to such compensation or damages or any part thereof whatsoever; and all compensation and damages payable for or on account of any buildings and other improvements erected on the demised land during said term and any plans and other preparations

therefor shall be payable to the Lessor, the Lessee and any mortgagees under any mortgage of this lease, as their respective interests shall appear, and said respective interests in such compensation and damages payable for or on account of any such building or other improvement shall be fixed and determined as of the date when the Lessee shall, by reason of such taking or condemnation, lose the right to possession of such part of the demised premises so taken or condemned as follows:

A. The interest of the Lessor therein shall be a proportionate amount of such compensation and damages in the ratio which the expired portion of the term of this lease, from the date of original completion of said building or improvement to the effective date of such taking or condemnation, bears to the portion of said term from the date of original completion of said building or improvement to the date of expiration of said term;

B. The Lessee's interest therein shall be the balance of such compensation and damages after first deducting therefrom the amount of the interest of the Lessor therein as hereinbefore defined; and

C. The interest of any mortgagees therein shall be limited to the amount of and encumber only the Lessee's interest in such compensation and damages as hereinbefore defined and shall not affect the interest of the Lessor therein, and the respective interests and rights of two or more mortgagees in and to said Lessee's interest shall be determined between them in accordance with their respective mortgages of this lease.

3. Partial Taking of Improvements. In the event only part of any building or other improvement now or hereafter built on the demised land shall be so taken or condemned, then and in every such case, notwithstanding the foregoing provisions of this ARTICLE VII, all compensation and damages payable for or on account of said building or improvement, including both the interest of the Lessor therein and the balance of the Lessee's interest therein and after deducting such amount of the interest of any mortgagees in such compensation and damages as may be required to be applied in reduction of the indebtedness secured by any mortgage of this lease, shall be payable to such trust company authorized by law to exercise corporate trust powers in the State of Hawaii and having its principal office in Honolulu as shall be designated by the Lessor, as trustee of all such compensation and damages, and shall be available for and used with all reasonable dispatch by the Lessee (plus an amount equivalent to that paid to the mortgagee) in rebuilding, repairing or otherwise reinstating or replacing said building or improvement on the balance of the demised land, in a good and substantial manner according to such plan as shall be approved in writing by the parties hereto; PROVIDED, HOWEVER, that if such compensation and damages available therefor (plus the amount of the proceeds paid to the mortgagee) shall be determined to be insufficient for rebuilding, repairing or otherwise reinstating or replacing said building or improvement as aforesaid, then the Lessor and the Lessee shall have the same rights to rebuild, repair, or otherwise reinstate or replace said building or improvement as are afforded them under the provisions of paragraph 3 of ARTICLE V of this lease but without adjustment of rents, subject only to the provision of paragraph 1 of this ARTICLE VII.

In the event that neither the Lessor nor the Lessee exercises

the options hereby granted, then the Lessee in lieu thereof may, at Lessee's option, promptly remove all remains of said building or improvement from the balance of the demised land and restore said land to good and orderly condition and even grade, and upon such removal and restoration, all compensation and damages payable for or on account of said building or improvement shall be payable to the Lessor. Said trustee shall have no obligation whatsoever to attend to any claim for such compensation or damages or the collection thereof, nor to incur any expense therefor, and shall be responsible only for the proper custody and application as herein provided of all such compensation and damages that shall actually come into its possession, and the Lessee will pay all fees and expenses of said trustee for or in connection with its service.

4. Termination of Lease. In the event only part of the demised premises shall be so taken or condemned, and either -

A. The parties hereto shall agree in writing that the balance of the demised premises is unsuitable for the purpose of the building required to be constructed thereon by the Lessee, and if the parties fail to agree the arbitrators provided for herein should so find, or

B. All of said building on the demised premises shall be so taken or condemned, or

C. Only part of said building shall be so taken or condemned, and the Lessee shall remove all remains of

said building and any other improvements from the balance of the demised premises and restore said land to good and orderly condition and even grade under its option as hereinbefore provided, then and in every such case the Lessee shall have the right at its option, by giving prior written notice thereof to the Lessor within seventy-five (75) days after such event, to terminate this lease. Upon such termination, the Lessee shall be relieved of all further obligations under this lease, and the Lessor shall refund to the Lessee any unearned portion of the rent therefor paid in advance prior to the effective date of such termination.

5. Condemnation of Leasehold Interest. In the event at any time or times during said term a leasehold interest in the demised premises or any part thereof shall be so taken or condemned, then and in every such case, notwithstanding the foregoing provisions of this ARTICLE VII, such taking or condemnation shall not result in any reduction in rent hereunder, nor give the Lessee any right to terminate this lease with respect to any part of the demised premises, nor excuse the Lessee from the full and faithful performance of its covenants and obligations hereunder for the payment of money, nor excuse or relieve the Lessee from the performance of its covenants and obligations hereunder other than for the payment of money, except to the extent that and for so long as the performance of such other covenants and obligations shall be rendered impossible by reason of the loss by the Lessee of possession of such part of the demised premises subject to such taking or condemnation; but in every such case of taking or condemnation of a leasehold interest the Lessee shall be entitled to claim

and recover from the condemning authority its damages sustained by reason thereof, and all compensation and damages payable for or on account of such taking or condemnation of any part of the leasehold interest of the Lessee hereunder shall be payable to and be the sole property of the Lessee.

6. Loss of Business Damages. Notwithstanding the foregoing provisions of this ARTICLE VII, the Lessee shall have the right to claim and recover from the condemning authority, but not from the Lessor, such compensation as may be separately awarded or recoverable by the Lessee in its own right on account of any and all damage to its business by reason of any condemnation and for or on account of any cost or loss to which the Lessee might be put in removing its furnishings and equipment.

ARTICLE VIII

Arbitration

If at any time during the term of this lease or after the expiration or sooner determination thereof, any question, dispute, difference or disagreement shall arise between the parties hereto which cannot be adjusted or settled by them to their mutual satisfaction, then every such matter shall, at the desire of either party, be submitted to and be determined by three (3) arbitrators in the manner provided by Chapter 188 of the Revised Laws of Hawaii 1955, as the same now is or may from time to time be amended, in which case either party may give to the other party written notice of its desire to have an arbitration of the matter in question and appoint one of the arbitrators in said notice, whereupon the other party, within ten (10) days after the receipt of such notice, shall appoint a second arbitrator and, in case of

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

ARTICLE IX

Defeasance

1. Events and Consequences of Default. This demise is upon the express condition that if any one or more of the following events of default shall occur, to wit:

A. The Lessee shall fail to pay the rent herein reserved or any part thereof within thirty (30) days after the same becomes due, and within ten (10) days after written notice of such failure to pay is given the Lessee, or

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

C. The Lessee shall abandon the demised premises, or

D. The Lessee shall become bankrupt or insolvent, or seek protection under any provision of the Bankruptcy Act, or if any assignment be made of Lessee's property for the benefit of its creditors, or if the property subject to this lease shall be attached through legal process or taken upon execution and such attachment or execution cannot be vacated by appropriate court order within a reasonable time, then and in case of any such default the Lessor may, upon the occurrence of such event of default or at any time thereafter during the continuance of such default, at its option, terminate this lease by giving ten (10) days' written notice thereof to the Lessee, and upon such termination the Lessor may then or at any time thereafter re-enter the demised premises or any part thereof in the name of the whole and thereupon take possession of said premises and all improvements thereon and may expel and remove from the demised premises the Lessee and those claiming under the Lessee, and the Lessee's and their effects, without service of notice or resort to any legal process and without being deemed guilty of any trespass or becoming liable for any loss or damage which may be occasioned

thereby, or may then or at any time thereafter bring an action for summary possession of said premises or any part thereof as provided by law, all without prejudice to any other remedy or right of action which the Lessor may have for arrears of rent or for any preceding or other breach of contract. If this lease is filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii, such termination thereof shall be made effective by filing in said office an affidavit that such notice of termination has been given to the Lessee or by filing in said office an order of said Land Court cancelling this lease, which order may be issued ex parte upon the petition of the Lessor without service of notice or legal process upon the Lessee.

2. Acceptance of Rent Not Waiver. The acceptance of rent by the Lessor or its agent shall not be deemed to be a waiver by it of any breach by the Lessee of any covenant herein contained or of the right of the Lessor to re-enter for breach of condition. The waiver by the Lessor of any breach shall not operate to extinguish the covenant or condition the breach whereof has been waived nor be deemed to be a waiver by the Lessor of its right to declare a forfeiture of this lease for any breach thereof.

ARTICLE X

General Covenants

1. Assumption of Risk by Lessee. The Lessee will and does hereby assume all risk of loss or damage to furniture, fixtures, supplies, merchandise and other property, by whomsoever owned, stored or placed in the demised premises and does hereby agree that the Lessor will not be responsible for loss

or damage to any such property, and the Lessee hereby agrees to indemnify and save harmless the Lessor from and against any and all claims for such loss or damage, other than damage caused by the wilful act or negligence of the Lessor.

2. Holding Over. If the Lessee shall, with the consent of the Lessor, remain in possession of the demised premises after the expiration of said term and without executing any extension or renewal of this lease, Lessee shall be deemed to occupy said premises as a tenant from month to month at twice the annual minimum rent herein reserved for the last ten year period of the term hereof, upon and subject to all the other covenants, conditions and provisions herein contained insofar as the same is applicable to a month to month tenancy.

3. Operation of Hotel. The Lessee agrees to operate the building or buildings to be constructed on the demised premises as a first class resort hotel during the entire term hereof, unless prevented from so doing by causes beyond Lessee's control, and to conduct its business at all times in a respectable, reputable, and lawful manner and in good faith so that the Lessor will at all times receive the maximum amount of rent for the operation of such business in and upon the demised premises.

4. Cancellation of Prior Lease. Effective as of the date of execution hereof, that certain lease dated the 5th day of July, 1956, between the Lessor and Donn Beach, William J. Mullahey and Stewart E. Fern, Lessees, is cancelled and shall no longer be of any force and effect whatsoever.

ARTICLE XI

Miscellaneous

1. Definitions. The term "premises" as used herein

means and includes (except where such meaning would be clearly repugnant to the context) the land hereby demised and all buildings and other improvements now or at any time hereafter built on the land hereby demised. The term "mortgage" as used herein means any assignment, deed of trust or other transfer of this lease, made as security for any indebtedness of the Lessee; and the term "mortgagee" as used herein means any person to whom any such mortgage of this lease is made.

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

3. Article and Section Headings. The article and section headings herein are inserted only for convenience and reference and shall in no way define, limit or describe the scope or intent of any provision of this lease.

4. Successors and Assigns. All the terms, covenants and conditions of this lease shall inure to the benefit of and be binding upon the successors and assigns of the Lessor and the successors and permitted assigns and sublessees of the Lessee to the same extent as said terms, covenants and conditions inure to the benefit of and are binding upon the Lessor

and the Lessee, respectively. In all cases of assignment, mortgage, subleases in whole or in part, or concession or license by the Lessee, whether or not the consent of the Lessor is required, the Lessee shall give notice in writing to the Lessor of such action.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed this 2nd day of July, 1964.

George Alan Freeland
GEORGE ALAN FREELAND

LESSOR

Homer Hungerford
HOMER HUNGERFORD

LESSEE

City and
COUNTY OF MAUI }
STATE OF HAWAII } SS.

On this 6th day of July, A. D., 1964, before me personally appeared GEORGE ALAN FREELAND, 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.



Normie L. Chang
Notary Public, Second Judicial
Circuit, State of Hawaii.

My commission expires: 6-30-66

STATE OF HAWAII }
CITY AND COUNTY OF HONOLULU } SS.

On this 2nd day of July, A. D., 1964, before me personally appeared HOMER HUNGERFORD, 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.

Normie L. Chang
Notary Public, First Judicial
Circuit, State of Hawaii.

Part of L.C.Aw. 8559 to C. Kanaina, Grant 5367 to A. N. Hayselden, and a portion of R.P. 4475, L.C.Aw. 7713 Apana 26 to V. Kaimaliu, situate in block area of Front, Hotel, Wharf and Pelekane Streets at Paehoe, Lahaina, County of Maui, State of Hawaii.

Beginning at a 2" pipe on the northeast corner of this lot, southeast corner of Pelekane Street, the coordinates of which point referred to Triangulation Station "Laina" are 8465.60 feet south and 3322.10 feet west and running by azimuths measured clockwise from true south:

1.	325°	11'		88.10 feet along Front Street;
2.	325°	20'		48.00 feet along same;
3.	58°	25'		163.00 feet along Hotel Street;
4.	328°	55'		5.16 feet along same;
5.	58°	03'	30"	99.36 feet along same;
6.	147°	58'	00"	46.20 feet along Wharf Street;
7.	150°	18'	00"	85.20 feet along same to a pipe;
8.	234°	00'	00"	252.80 feet along Pelekane Street to the point of beginning containing an area of 34,262 square feet.

Sharon Lawrence, Chairperson
LeVan Sequeira, Vice Chairperson
Anne Bal
Rudy Ballinbln
Anna Dizon
Mary H. Lindsey
Stanley H. Raymond, II
Edwina Smythe
Rev. Abraham Williams
Toshio Ishikawa, Ex-Officio



HANNIBAL TAVARES
Mayor

MAUI HISTORIC COMMISSION

COUNTY OF MAUI
200 S. High Street
Wailuku, Maui, Hawaii 96793

September 25, 1984

Mr. Ormond L. Kelley
Front Street Properties Association
P. O. Box KKK
Wailuku, HI 96793

Dear Mr. Kelley:

Re: Request on behalf of PIONEER INN requesting Historic Commission approval of renovations at the Pioneer Inn Complex, TMK 4-6-01:8, Lahaina, Maui.

The Maui Historic Commission at its regular meeting on September 20, 1984, reviewed the above project, and after due deliberation, voted to approve said request subject to the following conditions:

1. That the architect and owner should be advised that the project is subject to flood inundation. As such, said project must conform to Ordinance 1145, pertaining to flood hazard districts.
2. That the proposed sidewalk shall lie within the property boundary of the project site.
3. That an appropriate SMA Permit shall be obtained prior to construction of the proposed renovations.
4. That a building permit shall be obtained prior to construction of the proposed renovations.
5. That full compliance with all other Federal, State, and County requirements shall be rendered.
6. Consider modification of the existing air-conditioning system.



Mr. Ormond L. Kelley
September 25, 1984
Page 2

If further clarification is required, please contact
Ms. Aileen Ogimachi of this office.

Very truly yours,



TOSH ISHIKAWA
Administrator
Maui Historic Commission

AO:hk
cc: A. Ogimachi

COUNTY OF MAUI
PLANNING DEPARTMENT
200 S. High Street
Wailuku, Maui, Hawaii 96793

September 27, 1984

Mr. Ormond Kelley
Front Street Properties Association
P. O. Box KKK
Wailuku, HI 96793

Dear Mr. Kelley:

Re: Special Management Area (SMA) Assessment/Minor Permit --

for renovations at the Pioneer Inn Complex, TMK 4-6-01:8,
Lahaina, Maui. (Valuation: \$20,000.00)

In response to your letter, dated/received on August 23, 1984 requesting a determination in accordance with the requirements of the SMA Rules and Regulations of the County of Maui relative to the above project, it is hereby determined, in accordance with Section 2-9.5 of said Rules and Regulations, that an SMA Minor Permit is required for the following reasons:

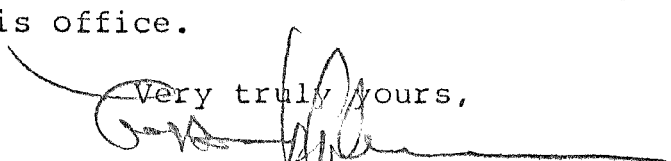
1. Said project is a development;
2. Said project has a valuation not in excess of \$65,000.00;
3. Said project has no significant adverse environmental or ecological effect, taking into account potential cumulative effects; and
4. Said project is consistent with the objectives, policies, and Special Management Area guidelines set forth in the Hawaii Revised Statutes 205-A and is consistent with the County General Plan and Zoning.

In consideration of the above determination, you are hereby granted an SMA Minor Permit approval, subject to the following conditions:

1. That full compliance shall be rendered with all the terms and conditions of the Maui Historic Commission as established in the attached letter dated September 25, 1984.
2. That full compliance with all Federal, State, and County requirements shall be rendered.

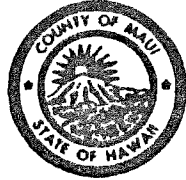
Thank you for your cooperation. If additional clarification is required, please contact this office.

Very truly yours,


TOSHIO ISHIKAWA
Planning Director

cc: LUCA/Building Division

Sharon Lawrence, Chairperson
LeVan Sequeira, Vice Chairperson
Anne Bal
Rudy Ballinbin
Anna Dizon
Mary H. Lindsey
Stanley H. Raymond, II
Edwina Smythe
Rev. Abraham Williams
Toshio Ishikawa, Ex-Officio



HANNIBAL TAVARES
Mayor

MAUI HISTORIC COMMISSION

COUNTY OF MAUI
200 S. High Street
Wailuku, Maui, Hawaii 96793

September 5, 1984

Mr. Ormond L. Kelley
Front Street Properties Association
P. O. Box KKK
Wailuku, HI 96793

Dear Mr. Kelley:

Re: Request for Historic Commission Approval of modifications to
the Pioneer Inn Complex, TMK 4-6-01:8, Lahaina, Maui.

Please be advised that the above request has been scheduled for
review with the Maui Historic Commission at their meeting on
September 20, 1984 at 1:30 p.m. in the meeting room of the Lahaina
Civic and Recreation Center, Lahaina, Maui. An authorized
representative is hereby requested to be in attendance at the
scheduled meeting.

Thank you for your cooperation. If additional clarification is
required, please contact Ms. Aileen Ogimachi of this office.

Very truly yours,

A handwritten signature in black ink, appearing to read "Toshio Ishikawa", written over a circular stamp.

TOSH ISHIKAWA
Administrator
Maui Historic Commission

AO:hk
cc: A. Ogimachi



Ormond L. Kelley, AIA
Architect Inc.

P. O. Box KKK
 WAILUKU, HAWAII 96793

Phone 244-3872

RECEIVED

AUG 23 11 30 AM '84

LETTER OF TRANSMITTAL

TO MR. Toshio Ishikawa
 Director of Planning Department
 County of Maui
 200 South High Street
 Wailuku, Hawaii 96793

DATE August 23, 1984	JOB NO.
ATTENTION	
RE: Pioneer Inn Complex	

WE ARE SENDING YOU Attached Under separate cover via _____ the following items:

- Shop drawings Prints Plans Samples Specifications
 Copy of letter Change order _____

COPIES	DATE	NO.	DESCRIPTION
1	8/23/84		Letter from Ormond Kelley to Mr. Ishikawa
1	8/23/84		Letter to Maui Historic Commission, from Ormond Kelley
1	8/23/84		Filing of Assessment Application (SMA)
1	8/6/84		Letter of Authorization from Front Street Properties Associates
2			Plot Plans
2	8/22/84		Project drawings

THESE ARE TRANSMITTED as checked below:

- For approval Approved as submitted Resubmit _____ copies for approval
 For your use Approved as noted Submit _____ copies for distribution
 As requested Returned for corrections Return _____ corrected prints
 For review and comment _____
 FOR BIDS DUE _____ 19 _____ PRINTS RETURNED AFTER LOAN TO US

REMARKS _____

COPY TO _____

SIGNED: *Ormond L. Kelley*

Ormond L. Kelley A.I.A. Architect Inc.

August 23, 1984

Maui Historic Commission
c/o Maui Planning Department
County of Maui
200 South High Street
Wailuku, Hawaii 96793

Re: Pioneer Inn Complex
Lahaina, Maui
TMK 4-6-01:8

Gentlemen:

The owners of the above referenced structure respectfully request your approval to make minor modifications to the building in accordance with the attached drawing.

These minor modifications will relocate the unsightly trash storage and pick up area from the traffic intensive Hotel Street sidewalk to a well screened area fronting Papalekane Street.

The modifications are:

- a. Remove trash bins from hall fronting on Hotel Street.
- b. Refurbish the area for sales use, install new interior finish and appropriate compatible doors, trim, etc., on exterior.
- c. Relocate trash area fronting Papalekane Street.
- d. Revise walkway, fencing, gates, etc., on Papalekane Street side to accommodate trash bins.
- e. Install 24" more or less wide concrete curb/walk on property line at the Hotel Street and Wharf Street sides of the project to provide protection for the wood post system that supports the second floor of the Pioneer Inn.
- f. Install 2 x 4 protective barrier on the existing fence on Papalekane Street.
- g. Install new electrical panel room 2'6" x 20' 0" on east Lanai elevation. Enclosure to match existing wood siding.

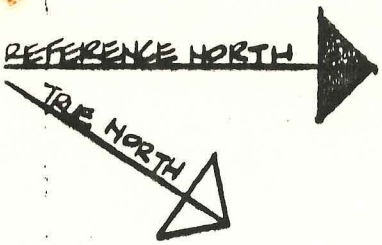
Your review and approval of these alterations will be appreciated.

Aloha,


ORMOND L. KELLEY, AIA

OLK:lr
encls.

cc: J. Howard Lennon, Hilton Unemori

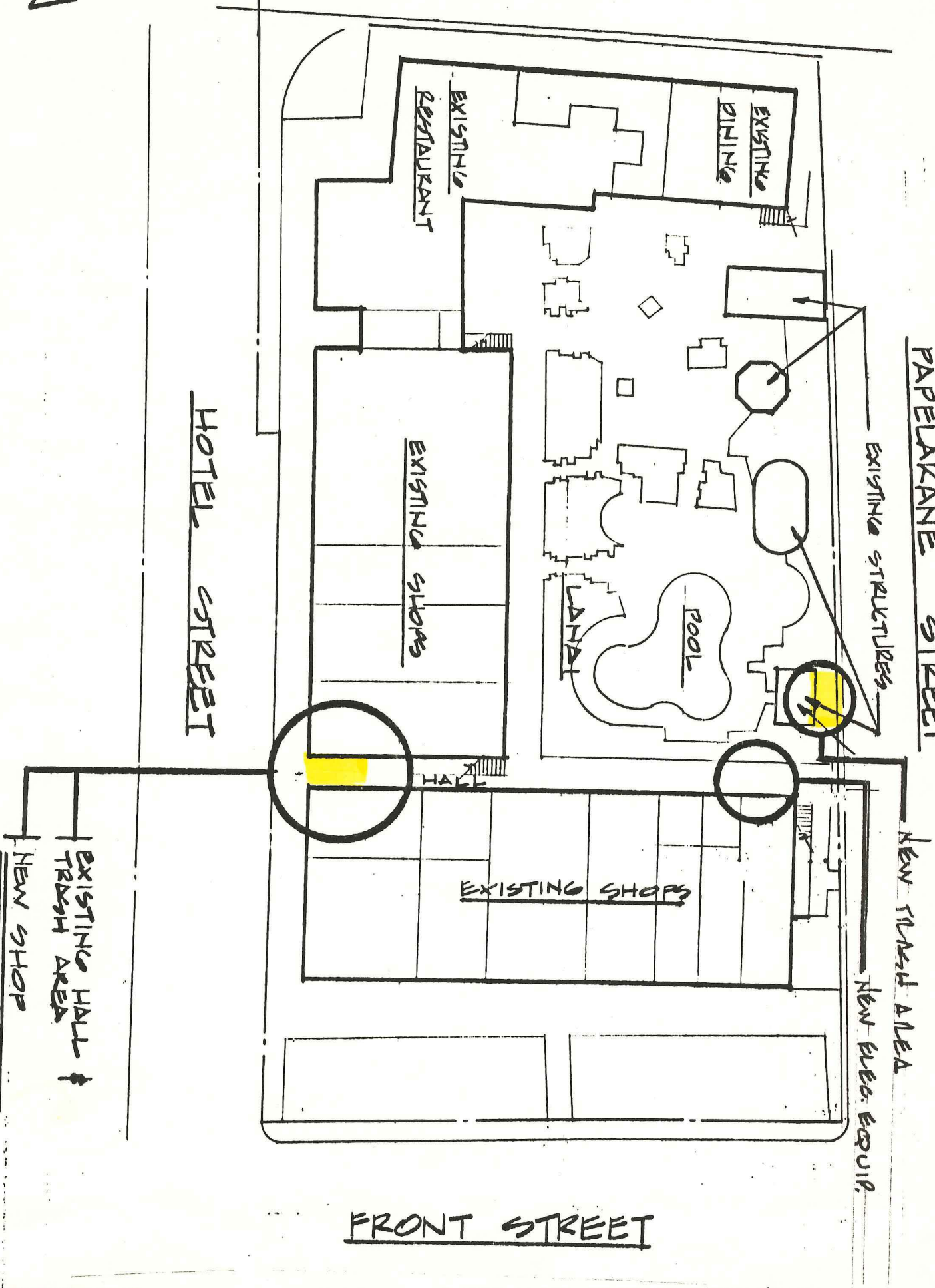


WHARF STREET

PAPELAKANE STREET

HOTEL STREET

FRONT STREET



SITE PLAN

SCALE: 1"=30'

THE PIONEER INN - 3-1-85

Ormond L. Kelley A.I.A. architect
p.o. box kkk, wailuku, maui, hawaii
96793. (808)244-3872

COUNTY OF MAUI
PLANNING DEPARTMENT
200 S. High Street
Wailuku, Maui, Hawaii 96793

January 24, 1983

Mr. Howard Lennon
Pioneer Inn Company
First National Bank Building, 43rd Floor
Dallas, Texas 75202

Dear Mr. Lennon:

Re: Special Management Area (SMA) Assessment/Minor Permit --
to repair and replace damaged or rotten portions of the
Pioneer Inn Complex at TMK 4-6-01:8, Lahaina, Maui.
(Approximate Cost: \$40,000.00)

In response to your letter, dated/received on January 11, 1983 requesting a determination in accordance with the requirements of the SMA Rules and Regulations of the County of Maui relative to the above project, it is hereby determined, in accordance with Section 2-9.5 of said Rules and Regulations, that an SMA Minor Permit is required for the following reasons:

1. Said project is a development;
2. Said project has a valuation not in excess of \$65,000.00;
3. Said project has no significant adverse environmental or ecological effect, taking into account potential cumulative effects and;
4. Said project is consistent with the objectives, policies, and Special Management Area Guidelines set forth in Hawaii Revised Statutes Chapter 205-A and is consistent with the County General Plan, Zoning, and Subdivision Codes and other applicable ordinances.

In consideration of the above determination, you are hereby granted an SMA Minor Permit approval, subject to the following conditions:

1. That the color scheme of the exterior painting shall match the existing complex.
2. That pursuant to Section 2-9 of the Special Management Area (SMA) Rules and Regulations of the County of Maui an appropriate SMA Permit shall be obtained prior to the initiation of construction.
3. That a building permit shall be obtained prior to the initiation of any construction.
4. That all other State and County requirements shall be met.

Thank you for your cooperation. If additional clarification is required, please contact this office.

Very truly yours,



TOSHIO ISHIKAWA, Planning Director

cc: LUCA/Building Division
LUCA/CZM

January 24, 1983

Mr. Howard Lennon
Pioneer Inn Company
First National Bank Building, 43rd Floor
Dallas, Texas 75202

Dear Mr. Lennon:

Re: Historic Commission approval for exterior repair and maintenance work to the Pioneer Inn Complex at TMK 4-6-01:8, Lahaina, Maui.

At its regular meeting on January 20, 1983, the Maui Historic Commission reviewed the above request and after due deliberation unanimously voted to grant approval subject to the following conditions:

1. That the color scheme of the exterior painting shall match the existing complex.
2. That pursuant to Section 2-9 of the Special Management Area (SMA) Rules and Regulations of the County of Maui, an appropriate SMA Permit shall be obtained prior to the initiation of construction.
3. That a building permit shall be obtained prior to the initiation of any construction.
4. That all other State and County requirements shall be met.

Furthermore, the Commission recommends that the applicant take measures to modify the existing air-conditioning system in favor of a centralized system.

Enclosed for your information are copies of the Staff report and recommendations dated January 20, 1983.

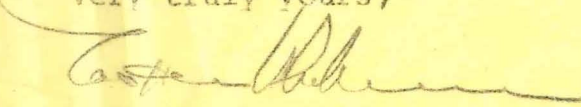
Mr. Howard Lennon

2

January 24, 1983

Thank you for your cooperation. If additional clarification is required, please contact Ms. Muffy Mitchell of the Planning Department.

Very truly yours,



TOSH ISHIKAWA
Administrator
Maui Historic Commission

MM:hk

Encls.

cc.

LUCA
Chris Hart

42. file

COUNTY OF MAUI
PLANNING DEPARTMENT
200 S. High Street
Wailuku, Maui, Hawaii 96793

January 24, 1983

Mr. Howard Lennon
Pioneer Inn Company
First National Bank Building, 43rd Floor
Dallas, Texas 75202

Dear Mr. Lennon:

Re: Special Management Area (SMA) Assessment/Minor Permit --
to repair and replace damaged or rotten portions of the
Pioneer Inn Complex at TMK 4-6-01:8, Lahaina, Maui.
(Approximate Cost: \$40,000.00)

In response to your letter, dated/received on January 11, 1983 requesting a determination in accordance with the requirements of the SMA Rules and Regulations of the County of Maui relative to the above project, it is hereby determined, in accordance with Section 2-9.5 of said Rules and Regulations, that an SMA Minor Permit is required for the following reasons:

1. Said project is a development;
2. Said project has a valuation not in excess of \$65,000.00;
3. Said project has no significant adverse environmental or ecological effect, taking into account potential cumulative effects and;
4. Said project is consistent with the objectives, policies, and Special Management Area Guidelines set forth in Hawaii Revised Statutes Chapter 205-A and is consistent with the County General Plan, Zoning, and Subdivision Codes and other applicable ordinances.

In consideration of the above determination, you are hereby granted an SMA Minor Permit approval, subject to the following conditions:

1. That the color scheme of the exterior painting shall match the existing complex.
2. That pursuant to Section 2-9 of the Special Management Area (SMA) Rules and Regulations of the County of Maui an appropriate SMA Permit shall be obtained prior to the initiation of construction.
3. That a building permit shall be obtained prior to the initiation of any construction.
4. That all other State and County requirements shall be met.

Thank you for your cooperation. If additional clarification is required, please contact this office.

Very truly yours,



TOSHIO ISHIKAWA, Planning Director

cc: LUCA/Building Division
LUCA/CZM

STAFF REPORT

January 20, 1983

TO: Maui Historic Commission

FROM: Planning Department Staff

SUBJECT: MR. HOWARD LENNON on behalf of PIONEER INN COMPANY
requesting approval to repair and replace damaged or
rotten portions of the Pioneer Inn Complex at
TMK 4-6-01:8, Lahaina, Maui.

A. BACKGROUND INFORMATION

1. Location -- The subject project is located along the makai side of Front Street north of the Banyan Courtyard within a 34,262 square foot parcel.
2. Land Use Designations --
 - a. Lahaina General Plan and Zoning -- Historic District No. 1
 - b. Lahaina Community Development Plan -- Historic District Business
 - c. National Historic District Landmark Boundary -- The subject site is located within said landmark boundary.
 - d. Special Management Area -- The site is within the Special Management Area (SMA) boundary and is subject to the SMA Rules and Regulations of the County of Maui.
 - e. Environmental Impact Statement (E.I.S.) Rules and Regulations -- Pursuant to Section 1:33 Exempt Classes of Action Subsection a(7), the proposed exterior renovation qualify as "construction or placement of minor structures accessory to existing facilities;" and therefore is exempt from said rules and regulations.

B. PROJECT DESCRIPTION

The applicant proposes to replace or repair with like materials, finish and arrangement the following:

1. Stairway replacement in alley to restaurant kitchen off Hotel Street. Stringers and runners are rotten. Stairway used for fire escape.
2. Decking replacement. Open decking located over restaurant kitchen - second floor. Rotten boards throughout and decking leaks into kitchen below.
3. Replacement of structural posts street side, which are damaged by vehicular traffic or are rotten.
4. Replacement of wood trim, wall plates, and moldings along exterior areas. Those wood items that are damaged or rotten will be replaced for aesthetic improvement.
5. Reroofing will be done in part or entirely on same schedule to be determined by contractor. Leaking evident.
6. Lattice fencing to be repaired.
7. Repainting of exterior in part or entirely.

C. ANALYSIS

Since the applicant proposes to maintain the Pioneer Inn Complex by replacing repaired areas with like materials and finish, the architectural character of these repairs will not be altered. These repairs essentially conform with the guidelines established in the "Architectural Style Book for Lahaina," 1969.

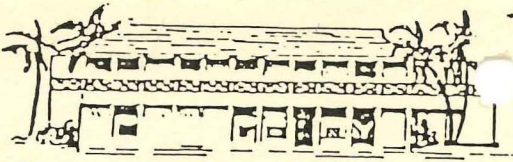
The proposed project is located within the Special Management Area (SMA) boundary of the County of Maui and will be subject to the Special Management Area (SMA) Rules and Regulations.

In addition, staff recommends that measures should be taken to modify the existing wall mounted air conditioning system in favor of a centralized system.

D. RECOMMENDATION

The Planning Department Staff recommends approval of the proposed renovations subject to the following conditions:

1. That the color scheme of the exterior painting shall match the existing complex.
2. That measures should be taken to modify the existing air conditioning system in favor of a centralized system.
3. That pursuant to Section 2-9 of the Special Management Area (SMA) Rules and Regulations of the County of Maui an appropriate SMA Permit shall be obtained prior to the initiation of construction.
4. That a building permit shall be obtained prior to the initiation of any construction.
5. That all other State and County requirements shall be met.



LAHAINA MAUI HAWAII

PIONEER INN CO
c/o Howard Lennon
1st National Bank Bldg., 43rd Fl
Dallas, Texas 75202

January 6, 1983

Maui Historic Commission
c/o Maui Planning Department
County of Maui
200 South High Street
Wailuku, Maui 96793

RECEIVED
JAN 11 11 03 AM '83
COUNTY OF MAUI

Gentlemen:

Re: Pioneer Inn Complex
Lahaina, Maui
TMK 4-6-01:8

The owners of the above referenced structure respectfully request your approval to make minor repairs to the building in accordance with the attached drawing.

Replace or repair with like materials, finish and arrangement, the damaged or rotten woodwork, moldings, facia, posts, supports, brackets, roof; decking, flooring, stairways, walls, ceilings, overhangs and fencing including repainting of existing buildings. The present conditions of these exteriors or common areas need to be made safe or aesthetically improved. It is expected that the work will continue under an ongoing maintenance program.

Your review and approval of these repairs will be appreciated.

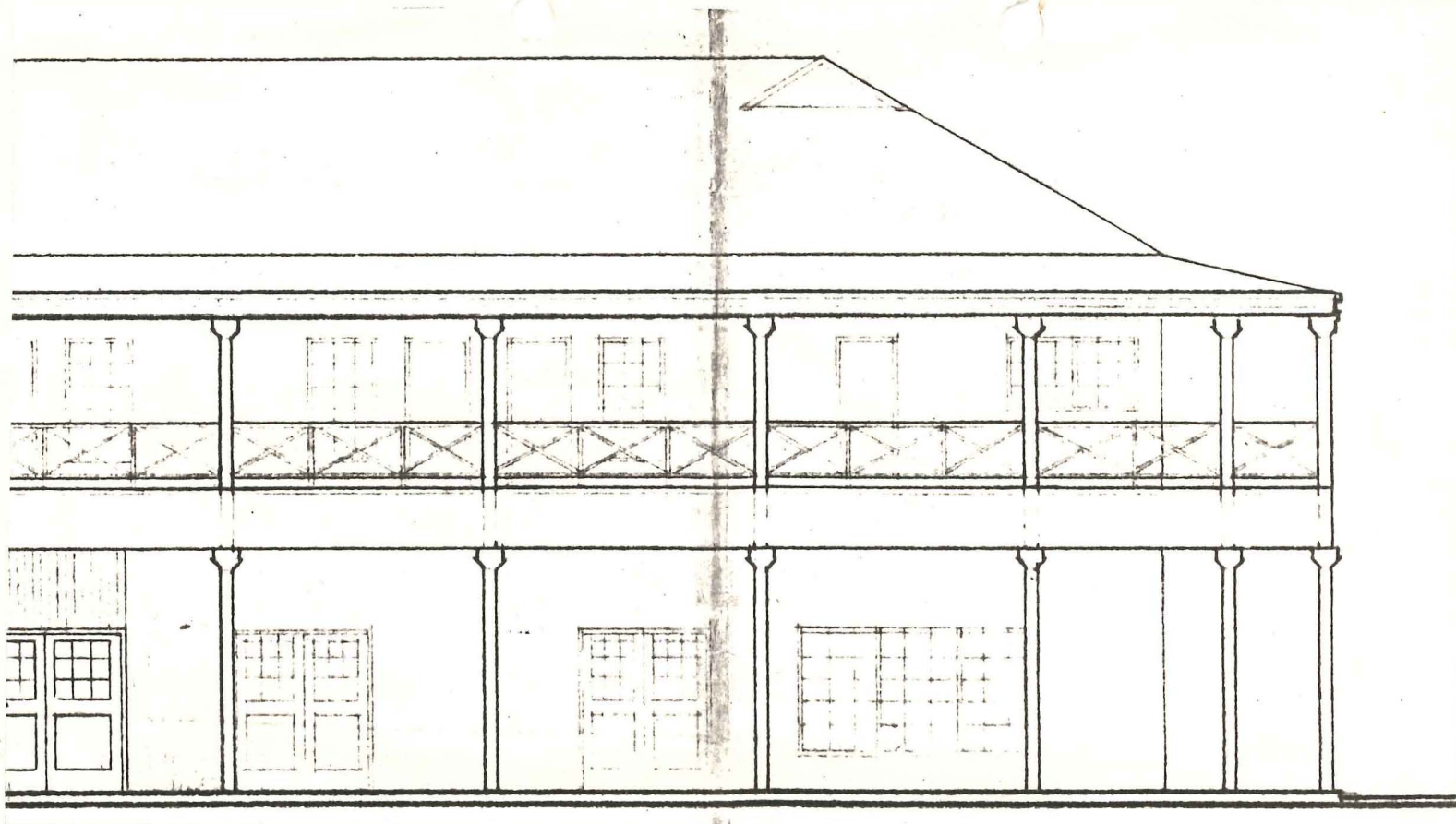
Aloha,

PIONEER INN COMPANY

Howard Lennon
Agent - Partner

Encls.

cc: Hilton Unemori



ELEVATION



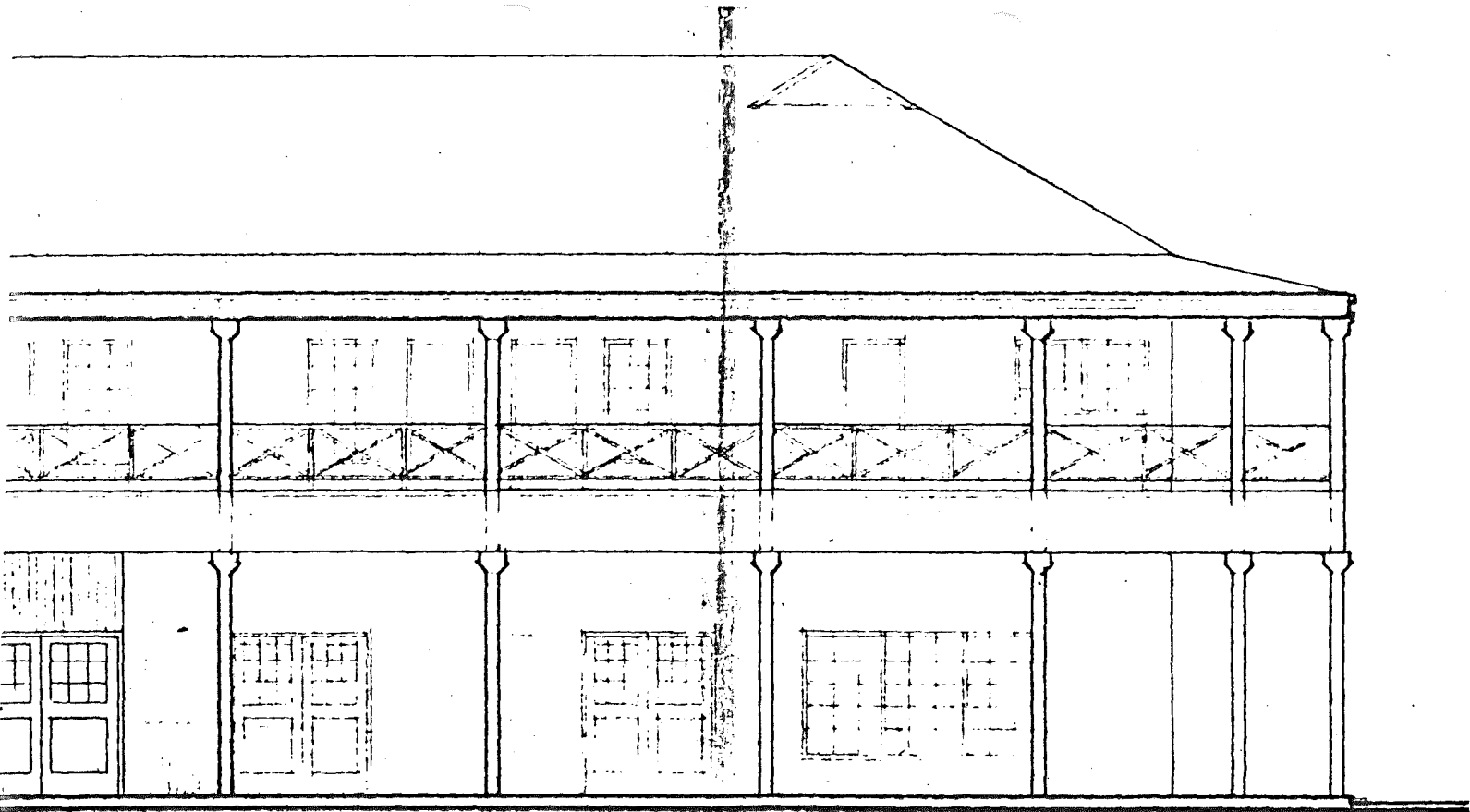
PHOTO OF ELEVATION - HOTEL ST. SIDE

Description of work to be done under maintenance program: (Using like materials, finish and arrangement)

1. Stairway replacement in alley to restaurant kitchen off Hotel Street -- see attached sketch. Stringers & runners are rotten. Stairway used for fire escape.
2. Decking replacement. Open decking located over restaurant kitchen - second floor. Rotten boards throughout and decking leaks into kitchen below.
3. Replacement of structural posts street side, which are damaged by vehicular traffic or are rotten.
4. Replacement of wood trim, wall plates, and moldings along exterior areas. Those wood items that are damaged or rotten will be replaced for aesthetic improvement.
5. Reroofing will be done in part or entirely on same schedule to be determined by contractor. Leaking evident.
6. Lattice fencing to be repaired.
7. Repainting of exterior in part or entirely.

ECM, INC.
 ELECTRICAL, MECHANICAL, CIVIL
 & ENERGY CONSULTANTS
 261 Dairy Road
 Kahului, Maui, HI 96732
 Phone: 871-7965

PIONEER INN
 Description of Maintenance Work
 Attachment 2



ELEVATION

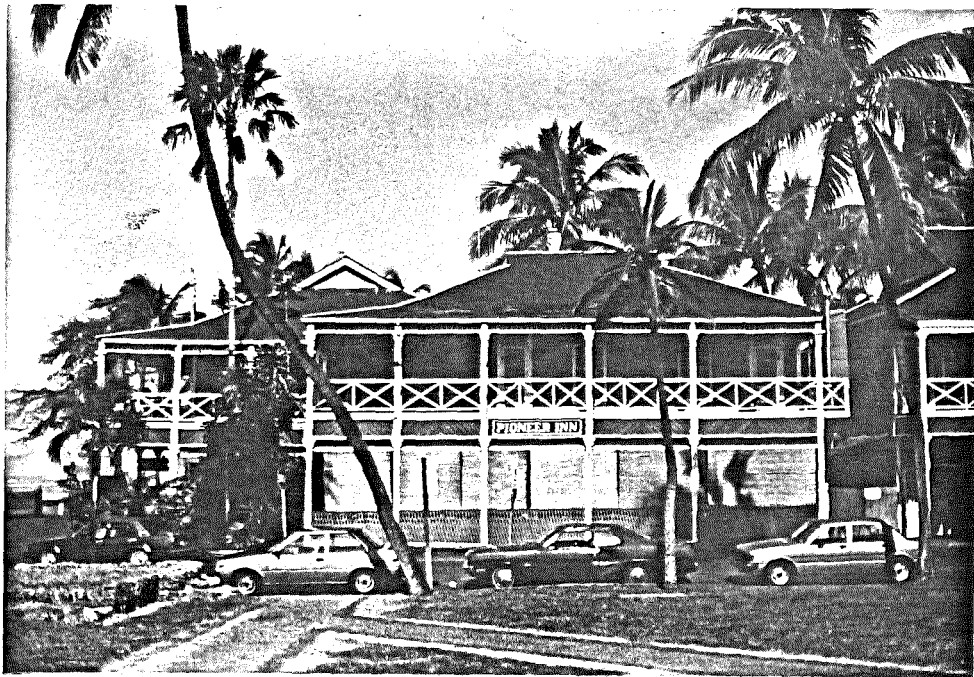


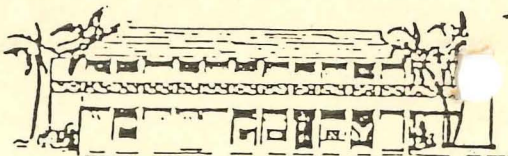
PHOTO OF ELEVATION - HOTEL ST. SIDE

Description of work to be done under maintenance program: (Using like materials, finish and arrangement)

1. Stairway replacement in alley to restaurant kitchen off Hotel Street -- see attached sketch. Stringers & runners are rotten. Stairway used for fire escape.
2. Decking replacement. Open decking located over restaurant kitchen - second floor. Rotten boards throughout and decking leaks into kitchen below.
3. Replacement of structural posts street side, which are damaged by vehicular traffic or are rotten.
4. Replacement of wood trim, wall plates, and moldings along exterior areas. Those wood items that are damaged or rotten will be replaced for aesthetic improvement.
5. Reroofing will be done in part or entirely on same schedule to be determined by contractor. Leaking evident.
6. Lattice fencing to be repaired.
7. Repainting of exterior in part or entirely.

ECM, INC.
*ELECTRICAL, MECHANICAL, CIVIL,
& ENERGY CONSULTANTS*
261 Dairy Road
Kahului, Maui, HI 96732
Phone: 871-7965

PIONEER INN
Description of Maintenance Work
Attachment 2



LAHAINA MAUI HAWAII

PIONEER INN CO .

c/o Howard Lennon
1st National Bank Bldg., 43rd F1
Dallas, Texas 75202

January 6, 1983

Mr. Toshio Ishikawa, Director
Planning Department
County of Maui
200 South High Street
Wailuku, Maui 96793

Dear Mr. Ishikawa:

Re: Pioneer Inn Complex
Lahaina, Maui
TMK 4-6-01:8

RECEIVED
JAN 11 11 03 AM '83
DEPT. OF PLANNING
COUNTY OF MAUI

Enclosed please find 1 project drawing and application for an SMA Permit to make minor repairs to the building in accordance with the attached drawing including reroofing on same schedule with like material and finish.

These minor repairs involves an ongoing maintenance program to repair or replace with like materials, finish and arrangement, the damaged or rotten woodwork, moldings, facia, posts, supports, brackets, roof; decking, flooring, stairways, walls, ceilings, overhangs and fencing including repainting of existing buildings. The present conditions of these exteriors or common areas need to be made safe or aesthetically improved. It is expected that the work will continue under an ungoing maintenance program.

At the present time, the proposed work specifically includes stairway replacement, decking replacement and replacement of posts. General repairs must be done to replace rotten wood molding, laths and facia.

We respectfully request deletion of the requirements for a Certified Shoreline Survey since it abuts the boat harbor and an Impact Statement since the building is existing and project scope very minor.

Your consideration in granting a minor permit would be very much appreciated.

Aloha,

PIONEER INN COMPANY

Howard Lennon
Agent - Partner

Encls.
cc: Hilton Unemori

COUNTY OF MAUI
PLANNING DEPARTMENT
200 S. High Street
Wailuku, Maui, Hawaii 96793

April 14, 1982

Mr. Colin Campbell
397 Palama Drive
Kahului, Maui, HI 96732

Dear Mr. Campbell:

Re: Special Management Area (SMA) Assessment/Minor Permit --
for the proposed exterior renovation (construct new entrance)
to a shop at the Pioneer Inn Complex at TMK 4-6-01:8,
Lahaina, Maui (Total Valuation: \$4,000.00).

In response to your letter, dated/received on April 8, 1982
requesting a determination in accordance with the requirements of the
SMA Rules and Regulations of the County of Maui relative to the above
project, it is hereby determined, in accordance with Section 2-9.5 of
said Rules and Regulations, that an SMA Minor Permit is required for
the following reasons:

1. The proposed action qualifies as development;
2. The total cost or fair market value of the renovation does not
exceed \$25,000.00; and
3. Since the renovation is to an existing larger development, no apparent
significant adverse environmental or ecological impacts are anticipated
within the Special Management Area.

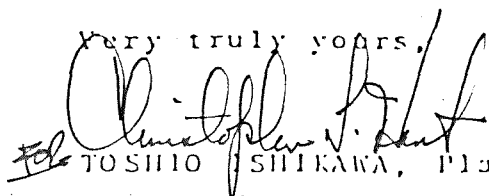
In consideration of the above determination, you are hereby granted
an SMA Minor Permit approval, subject to the following conditions:

1. That full compliance with the terms and conditions established by the
Maui Historic Commission at its regular meeting on April 8, 1982 shall
be rendered.
2. That the exterior renovation shall be in accordance with plans dated
February, 1982.
3. That all other State and County requirements shall be met.

Thank you for your cooperation. If additional clarification is
required, please contact this office.

Very truly yours,

cc: LUCA/Building Division
Historic District file


TOSHIO SHIKAWA, Planning Director

April 14, 1982

Mr. Colin Campbell
397 Palama Drive
Kahului, HI 96732

Dear Mr. Campbell:

Re: Historic Commission Approval for proposed exterior renovations
to the Pioneer Inn Complex at TMK 4-6-01:8, Lahaina, Maui.

Please be advised that the Maui Historic Commission reviewed the
above request at its regular meeting on April 8, 1982 and after due
deliberation, unanimously voted to approve the request in accordance
with plans dated February, 1982 and subject to the following
conditions:

1. That the color scheme of the doors shall match the existing
doors at the Pioneer Inn Complex.
2. That all signage for the building shall be submitted to the
Planning Department for review and approval.
3. That the architect and owner should be advised that the project
is subject to flood inundation. As such, said project must
conform to Ordinance No. 1145, pertaining to flood hazard
districts.
4. That pursuant to Section 2-9 of the Special Management Area
(SMA) Rules and Regulations of the County of Maui, any
appropriate SMA Permit shall be obtained prior to any further
construction of the proposed renovations.
5. That a flush-mounted through the wall air conditioning unit
with wood louvres shall be utilized.

Mr. Colin Campbell

2

April 14, 1982

6. That a building permit shall be obtained prior to any further construction.
7. That the outstanding Notice of Violation shall be resolved with the Land Use and Codes Administration within sixty (60) days of the Historic Commission's approval.
8. That full compliance with all other State and County requirements shall be rendered.

Enclosed for your information is a copy of the Staff Report dated April 8, 1982.

Thank you for your cooperation. If additional clarification is required, please contact Ms. Colleen Taguchi of the Planning Department.

Very truly yours,

TOSH ISHIKAWA
Administrator
Maui Historic Commission

CT:hk

Encl.

cc: LUCA

C. Hart

STAFF REPORT

April 8, 1982

TO: Maui Historic Commission
FROM: Planning Department Staff
SUBJECT: Request by MR. COLIN CAMPBELL for Historic Commission Approval for the proposed exterior renovations to the Pioneer Inn Complex at TMK 4-6-01:8, Lahaina, Maui.

A. BACKGROUND INFORMATION

1. Location - The subject property is located along the makai side of Front Street north of the Banyan Courtyard containing the Pioneer Inn Complex at TMK 4-6-01:8, Lahaina, Maui.
2. Land Use Designations --
 - a. Lahaina General Plan and Zoning -- Historic District No. 1
 - b. Lahaina Community Development Plan -- Historic District Business
 - c. National Historic District Landmark Boundary -- The subject site is located within said landmark boundary
 - d. Special Management Area -- The site is within the Special Management Area (SMA) boundary and is subject to the SMA Rules and Regulations of the County of Maui.
 - e. Environmental Impact Statement (E.I.S.) Rules and Regulations -- Pursuant to Section 1:33 Exempt Classes of Action Subsection a(7), the proposed exterior renovation qualify as "construction or placement of minor structures accessory to existing facilities;" and therefore is exempt from said rules and regulations.

B. PROJECT DESCRIPTION

The applicant proposes to subdivide an existing retail shop (Jack Ackerman's Dive Shop) into two (2) retail shops with the installation of interior partitions. A new entrance will be provided by replacing the existing store window with double paneled doors similar to the existing doors at the Pioneer Inn Complex. In addition, an air conditioning unit will be installed through the rear wall of the shop.

C. PROJECT REVIEW

1. Department of Public Works -- see attached comments dated March 31, 1982

D. ANALYSIS

1. On February 22, 1982 the Land Use and Codes Administration issued a Notice of Violation to the applicant for the installation of interior partitions and remodeling as well as the construction of the new entrance doors without the appropriate permits. The matter is still pending with the Land Use and Codes Administration.
2. The architectural character of the exterior renovations essentially conforms with the guidelines established in the "Architectural Style Book for Lahaina," 1969. Traditionally, double paneled doors with fixed glass multi-paned windows were constructed within the historic districts, therefore, the proposed double doors similar to those already existing at the Pioneer Inn Complex would be compatible with the architectural character of the historic districts.

Staff Report - H.C.
Re: Pioneer Inn Complex
April 8, 1982
Page 2

E. RECOMMENDATION

The Planning Department Staff recommends approval of the request subject to the following conditions:

1. That the color scheme of the doors shall match the existing doors at the Pioneer Inn Complex.
2. That all signage for the building shall be submitted to the Planning Department for review and approval.
3. That the architect and owner should be advised that the project is subject to flood inundation. As such, said project must conform to Ordinance No. 1145, pertaining to flood hazard districts.
4. That pursuant to Section 2-9 of the Special Management Area (SMA) Rules and Regulations of the County of Maui, an appropriate SMA Permit shall be obtained prior to any further construction of the proposed renovations.
5. That a flush-mounted thru the wall air conditioning unit with wood louvres shall be utilized.
6. That a building permit shall be obtained prior to any further construction.
7. That the outstanding Notice of Violation shall be resolved with the Land Use and Codes Administration within sixty (60) days of the Historic Commission's approval.
8. That full compliance with all other State and County requirements shall be rendered.

DATE: August 2002

(Please Print or Type)

Planning Director
County of Maui
200 S. High Street
Wailuku, Hawaii 96793

Dear Sir:

Re: Filing of Assessment Application

Pursuant to Article II, Part II, Section 2-9, Item 2 (Filing of Assessment Application of the Special Management Area Rules and Regulations of the County of Maui), of the Rules and Regulations of the Planning Commission of the County of Maui; (I,we) hereby request an assessment of a proposed action within the Special Management Area (SMA). The following information is provided for your use in evaluating said action:

1. Identification of the Applicant along with documentation of ownership and authorization by the owners of the land on which the proposed action is to occur.

2. Tax Map Key of the property: 4 . 6 . 0 . 1 . 8

Location: Lahaina Area: Pioneer Inn

3. A plot plan of the land upon which the proposed action is to occur.

4. A certified shoreline survey if the land abuts the shoreline.

5. A written description of the proposed action, including but not limited to the use, length, width, height, depth, and building materials of the proposed action.

6. A plan of the development designating in dimensions the location of the proposed action on the land. If structures are included in the action, the plan of the development shall also show a dimensioned floor plan, sections, elevations and other features.

7. Verification of the total cost or fair market value of the proposed action as estimated by an architect, engineer, or contractor licensed by the Department of Regulatory Agencies, State of Hawaii, or by the Administrator of the Land Use and Codes Administration, County of Maui: \$ 4,000.00

8. An Environmental Impact Statement if required pursuant to Chapter 343, Hawaii Revised Statutes, or if required by the Director.

9. Any other information and documentation required by the Director.

In addition, if it is deemed appropriate, (I,we) hereby respectfully request issuance of a minor permit pursuant to Section 2-9, item 5 (Director's Determination of Assessment Application) of the Special Management Area Rules and Regulations.

Thank you for your cooperation.

Very truly yours,
Colin Campbell Colin Campbell
C.P.R. CONSTRUCTION LESSEE

(Please Print) Name: COLIN CAMPBELL

Address: PIONEER INN ARCADE Lahaina HI
90701

encl.

Telephone: (Bus.) 6672045 (Res.) 8774512

HANNIBAL TAVARES
Mayor

RALPH HAYASHI
Director of Public Works

~~KAMUEK MATSUDA, P.E.~~
Deputy Director of Public Works
LESTER NAKASATO, P.E.



DIVISIONS
Engineering
Highway Construction
and Maintenance
Land Use and
Codes Administration
Waste Management

COUNTY OF MAUI
DEPARTMENT OF PUBLIC WORKS

200 SOUTH HIGH STREET
WAILUKU, MAUI, HAWAII 96793

March 31, 1982

RECEIVED
APR 1 1 00 PM '82
COUNTY OF MAUI
DEPARTMENT OF PLANNING

TO: Toshio Ishikawa, Planning Director *RK*

FROM: Ralph Hayashi, Director of Public Works

SUBJECT: Historic Commission Approval -- Colin Campbell requesting exterior renovations to Pioneer Inn at TMK:4-6-01:8, Lahaina, Maui, Hawaii.

We have reviewed the above application and offer the following comments:

1. That the architect and owner should be advised that the project is subject to possible tsunami and flood inundation. As such, said project must conform to Ordinance No. 1145, pertaining to flood hazard districts.
2. That a notice of violation has been issued for commencing the subject project without obtaining a building permit.

AS:aa

MAUI PLANNING COMMISSION
Rogelio Tacdol, Chairman
Mary Cabuslay, Vice Chairman
Victoria Chung
Marlene Kaahui
Stanley Okamoto
Linda Wheeler
Wesley Wong
Ralph Hayashi, Ex-Officio
William Haines, Ex-Officio



HANNIBAL TAVARES
Mayor

TOSH ISHIKAWA
Planning Director

CHRISTOPHER L. HART
Deputy Planning Director

COUNTY OF MAUI
PLANNING DEPARTMENT

200 S. HIGH STREET
WAILUKU, MAUI, HAWAII 96793

RUSH

TO: Aaron Shinmoto - LUCA

DATE: March 30, 1982

SUBJECT: Historic Commission Approval:
Colin Campbell requesting
exterior renovations to
Pioneer Inn at TMK 4-6-01.8
Historic District I, Lahaina

Gentlemen:

Transmitted to you are the following: _____

-- Letter of Application _____

-- Project Plan _____

These are transmitted as checked below:

- For your information
 For your review and comments/recommendations
 For your approval
 For your signature
 For your action
 As requested

Please submit your comments/recommendations by April 5, 1982.

Remarks: Please contact Ms. Colleen Taguchi of this office
should there be any questions.

Signed T. Ishikawa

March 22, 1982

To: Maui Historic Commission
Re: Letter Of Application For Changing Of Exterior Window Area To
Store Entrance
From: Colin Campbell Sublesee Of Portion Of Store Located At Jack
Ackerman's Maui Diver's Pioneer Inn Arcade Lahaina, Maui

RECEIVED
MAR 23 4 29 PM '82
COUNTY OF MAUI PLANNING

Along with this letter we have submitted 3 copies of our plans; showing what we have done at the above mentioned property. We realize that your primary concern is of maintaining and preserving the exterior presentation of any building situated within the Historic District. With this in mind we have installed 2 new doors for the entrance to our store that are of the same dimensions, design, color and position to that of the existing doors so as to insure a uniform and complimenting effect on the building. We have experienced no adverse effects on traffic flow, appearance, or function of the new entrance. The new entrance is a necessity to the success of our store and we thus will be appreciating your full understanding on this matter.

We have been issued a notice of violation from inspector Galam on Feb. 22 1982 for not having a building permit (a copy of the violation is attached to this letter). We would like to be pardoned for not obtaining a permit from you before beginning and completing our project. We have reasons for this un-excused action and would be glad to take time to discuss them with you at your convenience or at the meeting on April 8th 1982.

MAILING ADDRESS

397 PALAMA DR.
Kahului HI 96732

Thank you very much,

Colin Campbell
Colin Campbell- Sublesee

Mr. Galam



FILE NO. _____

Date _____

LAND USE AND CODES ADMINISTRATION

COUNTY OF MAUI

NOTICE OF VIOLATION

TO: Owner/Contr./Lessee/Tenant Jack Anderson - 314-1-1000

Mailing Address 314-1-1000, The Hale Hotel, Lahaina

RE: Jack Anderson Violation 314-1-1000
(Name or description)

ADDRESS 314-1-1000, The Hale Hotel, Lahaina

TAX MAP KEY _____ PERMIT NO. None

New Building _____ ; Type _____ Constr. ; Stories 2 ; Repairing _____ ; Demolition _____ ; Reconstruction _____ ;
 Old Building _____ ; Addition _____ ; Alteration X ; Remodel X ; Moving _____ ; Misc. Structure _____ ;
 Dimension _____ ; Floor Area _____ Sq. Ft. ; Ceiling _____ ;
 Walls _____ ; Floor _____ ; Basement Floor _____ ;
 Partitions _____ ; Roof _____ ;
 Foundation _____ ; Roof Overhang _____ ;

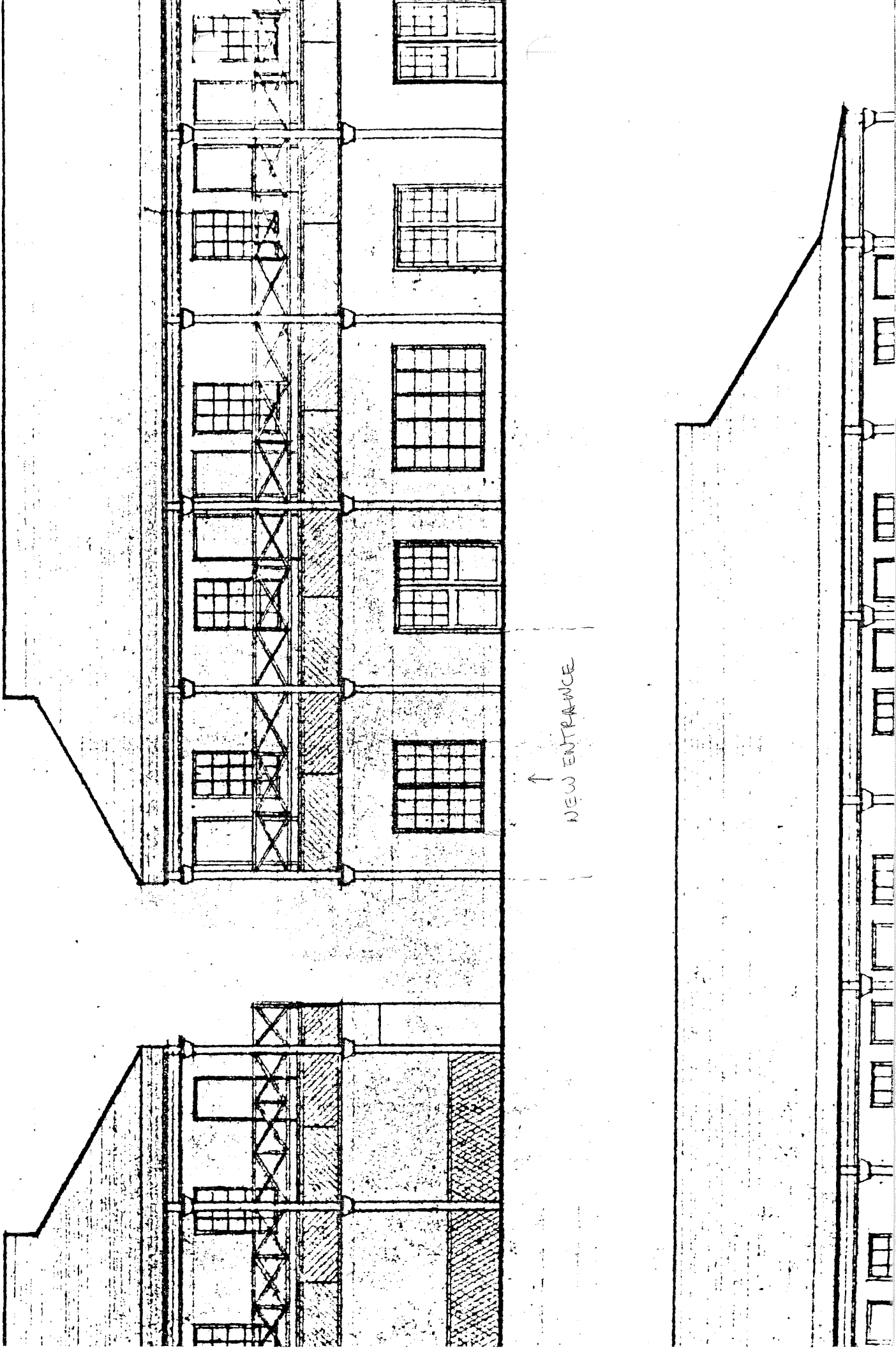
I have inspected the above described structure and/or premises and have found the following violations of the County of Maui's codes and/or ordinances governing same:

Codes and/or Ordinance (s) and Section (s)	Violation (s)
<u>314-1-1000 UBC</u>	<u>Partitions with out</u>
<u>314-1-1000 UBC</u>	<u>not obtaining an approved building plan</u>
<u>314-1-1000 UBC</u>	<u>Alterations & Remodeling also require</u>
<u>314-1-1000 UBC</u>	<u>license fees (approx 15'0" X 11' 0")</u>
<u>314-1-1000 UBC</u>	<u>Thickness wall was being placed with</u>
<u>314-1-1000 UBC</u>	<u>being done</u>

- You are requested to:
- Stop Work! Apply for permit for the work performed as required by law, within 26 (26) days from date of notice. Submit 3 copies of Building Plans and Plot Plans of project, when applying for a permit.
 - Stop Work! Please contact _____ as soon as possible, but no later than _____ 19____ before doing any more work.
 - Start making corrections immediately and complete all work within _____ () days from date of notice. Please call the undersigned after corrections have been made.

PLEASE BE ADVISED THAT IF NO ACTION IS TAKEN WITHIN THE SPECIFIED TIME, THIS MATTER WILL BE REFERRED TO THE COUNTY ATTORNEY'S OFFICE FOR APPROPRIATE ACTION.

EXISTING ELEVATION
PIONEER INN BUILDING



↑
NEW ENTRANCE

RECORDATION REQUESTED BY:

AFTER RECORDATION, RETURN TO:

RETURN BY: MAIL () PICKUP ()

SUB-SUBLEASE

THIS SUB-SUBLEASE made this 5th day of February, 1982, by and between JACK ACKERMAN'S MAUI DIVERS, INC., a Hawaii corporation, having its principal place of business and post office address at the Pioneer Inn in Lahaina, Maui, Hawaii, hereinafter called "Sub-Sublessor" and COLIN CAMPBELL and CYNTHIA CAMPBELL, whose post office address is 397 Palama Street, Kahului, Maui, Hawaii, 96732, hereinafter called "Sub-Sublessee",

W I T N E S S E T H T H A T :

That for and in consideration of the rents, covenants, conditions and agreements hereinafter reserved and contained, by the Sub-Sublessee to be observed, kept and performed, the Sub-Sublessor has demised and by these presents does demise and Sub-Sublease unto the Sublessee the following described premises:

Six Hundred Seventy Five (675) square feet of floor space on the first floor of Pioneer Inn being a portion of the area leased to Sub-Sublessor by Indenture of Lease dated February 9, 1966. The said 675 square feet is comprised of approximately 15 x 45 foot area to the immediate left of Sub-Sublessor's existing entrance facing Hotel Street, more particularly described in Exhibit "A" attached hereto and incorporated herein.

TO HAVE AND TO HOLD the same together with all the rights, improvements, easements, privileges and appurtenances thereunto belonging or appertaining or held and enjoyed in connection therewith unto the Sub-Sublessee for a forty-nine (49) month term commencing from March 1st, 1982, and ending on March 31, 1986, upon the following terms and conditions:

1. Rent. Sub-Sublessee shall pay to Sub-Sublessor \$2.00 per square foot for the 675 square feet rented for a monthly base lease rent of \$1,350.00. In addition to this monthly base lease rent, Sub-Sublessee shall pay ten percent (10%) of the gross sales, to the extent that said ten percent (10%) should exceed the \$1,350.00 base lease rent figure. Sub-Sublessee acknowledges receipt of a copy of the Sub-Sublessor's Sublease with Pioneer Inn, Ltd., dated February 9, 1966, and all percentage rent computations shall be computed in accordance with the procedures set forth in said Sublease.

2. Sublease and Master Lease. As specified above, this Sub-Sublease is subject and subordinate to the Sublease made by Pioneer Inn, Ltd., effective as of February 9, 1966, to Sub-Sublessor, JACK ACKERMAN'S MAUI DIVERS, INC. and a Master Lease made by GEORGE ALAN FREELAND dated July 1, 1964, made to HOMER HUNGERFORD which lease was assigned to Pioneer Inn, Ltd. Sub-Sublessee shall respect all rights of Pioneer Inn, Ltd. under its Sublease and GEORGE ALAN FREELAND under his Master Lease shall observe and perform all terms, covenants and conditions applicable to Sublessee or Lessee, respectively, therein.

of the term of said Sub-Sublease, it being understood that if any such rent under said Sub-Sublease shall be determinable by reference to any rent payable under the Sublease dated February 9, 1966 and/or Sub-Sublease dated March 1st, 1982, such Sub-Sublease rental shall be determined in the same manner as though said Sublease and/or Sub-Sublease were in full force and effect according to its terms.

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument in counterpart to be effective on the day and year first above written.

SUB-SUBLESSEE:

Colin Campbell
COLIN CAMPBELL

Cynthia Campbell
CYNTHIA CAMPBELL

SUB-SUBLESSOR:

JACK ACKERMAN'S MAUI DIVERS, INC.

By Jack Ackerman
JACK ACKERMAN
Its President

By Janie L. Ackerman
JANIE L. ACKERMAN
Its Vice-President
See. Jan -

ce
NP

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this 5th day of February, 1982, before me personally appeared COLIN CAMPBELL and CYNTHIA CAMPBELL, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Clawdina J. Eshalar
Notary Public, In and for
the State of Hawaii

My commission expires: June 20, 1985

STATE OF Hawaii)
) SS.
COUNTY OF maui)

On this 5th day of February, 1982, before me appeared JACK ACKERMAN and JANIE L. ACKERMAN, to me personally known, who, being by me duly sworn, did say that they are the President and Vice President, respectively, of JACK ACKERMAN'S MAUI DIVERS, INC., a Hawaii corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation and said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and said JACK ACKERMAN and JANIE L. ACKERMAN acknowledged that they executed said instrument as the free act and deed of said corporation.

Clawdina J. Eshalar
Notary Public, In and for
the State of Hawaii

My commission expires: June 20, 1985

February 1, 1982

Mr. Ormond L. Kelley, Architect
P. O. Box KKK
Wailuku, Maui 96793

Dear Mr. Kelley:

Re: Historic Commission approval for exterior renovations to the Pioneer Inn Complex at TMK 4-6-01:8, Lahaina, Maui. In addition, approval for a change in use from a hallway to retail shop.

Please be advised that the Maui Historic Commission at its special meeting on January 28, 1982 reviewed the above referenced application and, after due deliberation, unanimously voted to grant approval in accordance with plans dated January 6, 1982 and subject to the following conditions:

1. That the color scheme for the doors, walls, and fencing shall match the existing building.
2. That all signage for the building shall be submitted to the Planning Department for review and approval.
3. That the architect and owner should be advised that the project is subject to flood inundation. As such, said project must conform to ordinance No. 1145, pertaining to flood hazard districts.
4. That the project shall conform to the County's Offstreet Parking and Loading Ordinance.
5. That pursuant to Section 2-9 of the Special Management Area (SMA) Rules and Regulations of the County of Maui, an appropriate SMA permit shall be obtained prior to construction of the proposed renovations.
6. That a building permit shall be obtained prior to the initiation of construction.
7. That full compliance with all other State and County requirements shall be rendered.

Mr. Ormond L. Kelley

2

February 1, 1982

In granting approval of the project, the Commission added the following condition regarding air conditioning:

"8. That the air conditioning unit shall be either split units or flush-mounted thru-the-wall units in accordance with the attached Historic District guidelines."

(A copy of the Staff Report dated January 19, 1982 is attached for your review and file).

Thank you for your cooperation. If additional clarification is required, please contact Ms. Colleen Taguchi of this office.

Very truly yours,



TOSH ISHIKAWA
Administrator
Maui Historic Commission

Attachments

CT:hk

cc: LUCA
Water Department

COUNTY OF MAUI
PLANNING DEPARTMENT
200 S. High Street
Wailuku, Maui, Hawaii 96793
January 29, 1982

Mr. Ormond L. Kelley, Architect
P. O. Box KKK
Wailuku, Maui, HI 96793

Dear Mr. Kelley:

Re: Special Management Area (SMA) Assessment/Minor Permit --
for exterior renovations to the Pioneer Inn Complex at
TMK 4-6-01:8, Lahaina, Maui.

In response to your letter, ~~dated~~/received on January 8, 1982 requesting a determination in accordance with the requirements of the SMA Rules and Regulations of the County of Maui relative to the above project, it is hereby determined, in accordance with Section 2-9.5 of said Rules and Regulations, that an SMA Minor Permit is required for the following reasons:

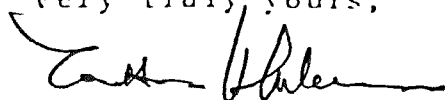
1. The proposed action qualifies as development;
2. The total cost or fair market value of the proposed development does not exceed \$25,000.00; and
3. Because the proposed exterior renovations are part of a larger existing development, no apparent significant adverse environmental or ecological impacts are anticipated within the Special Management Area.

In consideration of the above determination, you are hereby granted an SMA Minor Permit approval, subject to the following conditions:

1. That full compliance with the conditions established by the Maui Historic Commission at its special meeting on January 28, 1982 shall be rendered.
2. That all other Federal, State, and County requirements shall be met.

Thank you for your cooperation. If additional clarification is required, please contact this office.

Very truly yours,



TOSHIO ISHIKAWA, Planning Director

cc: LUCA/Building Division
Historic District file

January 19, 1982

TO: Maui Historic Commission

FROM: Planning Department Staff

SUBJECT: Historic Commission Approval for exterior renovations to the Pioneer Inn Complex at TMK 4-6-01:8, Lahaina, Maui. In addition, approval for a change in use from a hallway to retail shop.

A. BACKGROUND INFORMATION

1. Location -- The subject property is located along the makai side of Front Street north of the Banyan Courtyard. Containing the Pioneer Inn Complex at TMK 4-6-01:8, Lahaina, Maui.
2. Land Use Designations
 - a. Lahaina General Plan and Zoning -- Historic District No. 1
 - b. Lahaina Community Development Plan -- Historic District Business
 - c. Natural Historic Landmark Boundary -- The subject site is located within said landmark boundary.
 - d. Special Management Area -- The site is within the Special Management Area (SMA) boundary and is subject to the SMA Rules and Regulations of the County of Maui.
 - e. Environmental Impact Statement (E.I.S.) Rules and Regulations -- Pursuant to Section 1:33 Exempt Classes of Action Subsection a(7), the proposed exterior renovations qualifies as "construction or placement of minor structures accessory to existing facilities;" and therefore is exempt from said rules and regulations.

B. PROJECT DESCRIPTION

The applicant proposes the following exterior renovations to the Pioneer Inn Complex:

1. Relocate the existing trash bins from the hallway fronting on Hotel Street to an area fronting Papalekame Street. Improvements include a new concrete ramp and floor; new lath fences and gates similar to the existing fence; and a new stud wall under the stairway.
2. Install a new electrical panel room measuring 2 ft. 6 in. by 20 ft. on the east lanai elevation facing the interior courtyard. The enclosure will match the existing wood siding.
3. Convert the hallway fronting Hotel Street from a trash collection area to a retail shop. Improvements include the installation of new interior finish; double panel doors similar to those existing within the complex; removal of an existing bay window display from the existing shop mauka of the project area; and the installation of an air conditioning unit in the rear of the shop.

In addition, the applicant requests approval for the change in use from a hallway to a retail shop.

4. Relocation of the existing gas water heater from the proposed new trash collection area.

C. PROJECT REVIEW

1. Department of Public Works -- see comments dated January 15, 1982.

D. ANALYSIS

The architectural character of the exterior renovations essentially conform with the guidelines established in the "Architectural Style Book for Lahaina," 1969, in terms of the following:

- a. Doors -- Traditionally double panel doors with fixed glass windows were constructed within the historic districts, therefore, the proposed double doors similar to those already existing in the Pioneer Inn Complex would be compatible with the architectural character of the historic districts.
- b. Fences -- Traditionally diagonal lathes were used within the historic districts as a design feature, therefore, the proposed lathe fence similar to the existing fencing would be compatible with the established architectural character of the historic districts.
- c. Siding -- The wood enclosure for the new electrical panel room will match the existing wood siding of the building in terms of material and color scheme, therefore, would have minimal impact on the historic district.

E. RECOMMENDATION

Planning Department staff recommends approval of the request subject to the following conditions:

- 1) That the color scheme for the doors, walls, and fencing shall match the existing building.
- 2) That all signage for the building shall be submitted to the Planning Department for review and approval.
- 3) That the architect and owner should be advised that the project is subject to flood inundation. As such, said project must conform to Ordinance No. 1145, pertaining to flood hazard districts.
- 4) That the project shall conform to the County's Offstreet Parking and Loading Ordinance.
- 5) That pursuant to Section 2-9 of the Special Management Area (SMA) Rules and Regulations of the County of Maui, an appropriate SMA permit shall be obtained prior to construction of the proposed renovations.
- 6) That a building permit shall be obtained prior to the initiation of construction.
- 7) That full compliance with all other State and County requirements shall be rendered.

Callahan



HANNIBAL TAVARES
Mayor

RALPH HAYASHI
Director of Public Works

SAMUEL MATSUO, Ph.D.
Deputy Director of Public Works

RECEIVED
JAN 15 9 03 AM '81
PLANNING
COUNTY OF MAUI

DIVISIONS
Engineering
Highway Construction
and Maintenance
Land Use and
Codes Administration
Waste Management

COUNTY OF MAUI
DEPARTMENT OF PUBLIC WORKS

200 SOUTH HIGH STREET
WAILUKU, MAUI, HAWAII 96793

January 15, 1982

TO: Toshio Ishikawa, Planning Director *RK*
FROM: Ralph Hayashi, Director of Public Works
SUBJECT: Historic Commission Approval -- Remodeling of Pioneer Inn
TMK: 4-6-01:08

We have reviewed the above application and offer the following comments:

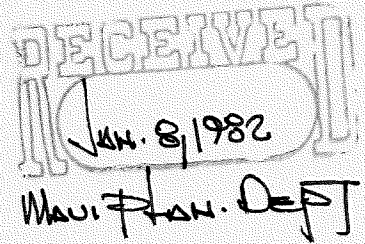
1. That the architect and owner should be advised that the project is subject to flood inundation. As such, said project must conform to Ordinance No. 1145, pertaining to flood hazard districts.
2. That the project conform to the Off-Street Parking and Loading Ordinance.

AS:aa

Ormond L. Kelley A.I.A. Architect Inc.

January 6, 1982

Mr. Toshio Ishikawa, Director
Planning Department
County of Maui
200 South High Street
Wailuku, Hawaii 96793



Re: Pioneer Inn Complex
Lahaina, Maui
TMK 4-6-01:8

Dear Mr. Ishikawa:

Enclosed please find 1 project drawing and application for an SMA Permit to make minor modifications to the building in accordance with the attached drawing.

These minor modifications will relocate the unsightly trash storage and pick up area from the traffic intensive Hotel Street sidewalk to a well screened area fronting on Papalekane Street.

The modifications are:

- a. Remove trash bins from hall fronting on Hotel Street.
- b. Refurbish the area for sales use, install new interior finish and appropriate compatible doors, trim, etc., on exterior.
- c. Relocate trash area fronting Papalekane Street.
- d. Revise walkway, fencing, gates, etc., on Papalekane Street side to accommodate trash bins.
- e. Install new electrical panel room 2'6" x 20'-0" on east lanai elevation. Enclosure to match existing wood siding.

We respectfully request deletion of the requirements for a Certified Shoreline Survey since it abuts the boat harbor and an Impact Statement since the building is existing and project scope very minor.

Your consideration in granting a minor permit would be very much appreciated.

Aloha,

ORMOND L. KELLEY, AIA

OLK:lr
encls.

cc: Hilton Unemori

January 6, 1982

(Please Print or Type)

Planning Director
County of Maui
200 S. High Street
Wailuku, Hawaii 96793

Jan. 8, 1982
MAUI PLAN. DEPT.

Dear Sir:

Re: Filing of Assessment Application

Pursuant to Article II, Part-II, Section 2-9, Item 2 (Filing of Assessment Application of the Special Management Area Rules and Regulations of the County of Maui), of the Rules and Regulations of the Planning Commission of the County of Maui; (I,we) hereby request an assessment of a proposed action within the Special Management Area (SMA). The following information is provided for your use in evaluating said action:

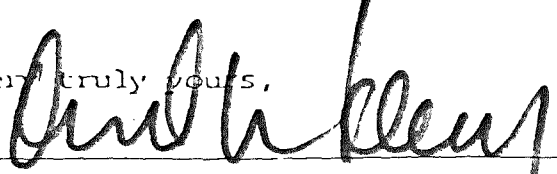
1. Identification of the Applicant along with documentation of ownership and authorization by the owners of the land on which the proposed action is to occur.
2. Tax Map Key of the property: 4-6-01:8
Location: Lahaina, Maui Area: 34,262 sq. ft.
3. A plot plan of the land upon which the proposed action is to occur.
4. A certified shoreline survey if the land abuts the shoreline.
5. A written description of the proposed action, including but not limited to the use, length, width, height, depth, and building materials of the proposed action.

The owner proposes to relocate trash bins from hall area on Hotel Street to a screened area fronting on Papalekane Street. The original trash area to be refurbished to sales space with new interior and exterior doors to match existing construction. Also to construct new electric gear room 20' x 2'6" with doors to match existing siding.

6. A plan of the development designating in dimensions the location of the proposed action on the land. If structures are included in the action, the plan of the development shall also show a dimensioned floor plan, sections, elevations and other features.
7. Verification of the total cost or fair market value of the proposed action as estimated by an architect, engineer, or contractor licensed by the Department of Regulatory Agencies, State of Hawaii, or by the Administrator of the Land Use and Codes Administration, County of Maui: \$ 15,000.00
8. An Environmental Impact Statement if required pursuant to Chapter 343, Hawaii Revised Statutes, or if required by the Director.
9. Any other information and documentation required by the Director.

In addition, if it is deemed appropriate, (I,we) hereby respectfully request issuance of a minor permit pursuant to Section 2-9, item 5 (Director's Determination of Assessment Application) of the Special Management Area Rules and Regulations.

Thank you for your cooperation.

Very truly yours,


(Please Print) Name: Ormond L. Kelley, Architect for Doyon, Limited
Address: P.O. Box KKK, Wailuku, Maui, Hawaii 96793
Telephone: (Hawaii) 244-3872 (Hawaii) 879-2727

encl.

TMK 4-6-1-8

September 21, 1981

Memorandum

To: Howard K. Nakamura, Managing Director
From: Christopher L. Hart, Deputy Planning Director
Subject: On-Street Parking proposal along Front Street fronting Pioneer Inn Complex.

At its regular meeting of September 10, 1981 the Maui Historic Commission reviewed the above proposal by the Police Department to provide on-street parking stalls along Front Street on the Wailuku side of the Lahaina Library.

During the discussion, it was noted that one (1) automobile parking stall is marked along the two (2) driveway entrances that have been blocked off. A present parking is done within the marked driveway entrances, therefore, the Commission had no objections to eliminating the driveway entrances for parking provided Pioneer Inn has no further intentions of utilizing the entrances. With the elimination of the entrances, approximately 4-5 automobile stalls could be provided.

Thank you for the opportunity in reviewing the above referenced matter. If further clarification is required, please contact me at any time.

CT:hk

cc: Tosh Ishikawa
Richard Hoopii
C. Taguchi

MAUI PLANNING COMMISSION
Rogelio Tacdol, Chairman
Mary Cabuslay, Vice Chairman
Wesley Wong
Stanley Okamoto
Ralph Hayashi, Ex-Officio
William Haines, Ex-Officio



HANNIBAL TAVARES
Mayor

TOSH ISHIKAWA
Planning Director

CHRISTOPHER L. HART
Deputy Planning Director

COUNTY OF MAUI
PLANNING DEPARTMENT
200 S. HIGH STREET
WAILUKU, MAUI, HAWAII 96793

September 4, 1981

MEMORANDUM

TO: Mr. Chris Hart, Deputy Planning Director
FROM: Tosh Ishikawa, Planning Director *Tosh*
SUBJECT: On-Street Parking proposal along Front
Street fronting Pioneer Inn Complex

Please review and comment on the proposal by the Police Department to provide on-street parking stalls along Front Street just Wailuku side of the Lahaina Library.

Please submit your comments to Howard Nakamura as soon as possible.

TOSH ISHIKAWA

MAUI PLANNING COMMISSION
Rogelio Tacdol, Chairman
Mary Cabuslay, Vice Chairman
Wesley Wong
Stanley Okamoto
Ralph Hayashi, Ex-Officio
William Haines, Ex-Officio



HANNIBAL TAVARES
Mayor

TOSH ISHIKAWA
Planning Director

CHRISTOPHER L. HART
Deputy Planning Director

**COUNTY OF MAUI
PLANNING DEPARTMENT**

200 S. HIGH STREET
WAILUKU, MAUI, HAWAII 96793

September 4, 1981

MEMORANDUM

TO: Mr. Chris Hart, Deputy Planning Director
FROM: Tosh Ishikawa, Planning Director *Tosh*
SUBJECT: On-Street Parking proposal along Front
Street fronting Pioneer Inn Complex

Please review and comment on the proposal by the Police Department to provide on-street parking stalls along Front Street just Wailuku side of the Lahaina Library.

Please submit your comments to Howard Nakamura as soon as possible.

TOSH ISHIKAWA

File

January 4, 1980

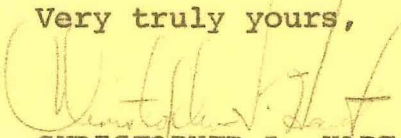
Mr. Ronald A. Kawahara, CPA, CPM
Managing Agent (Pioneer Inn)
Suite 204
Lahaina Shopping Center Office Bldg.
Lahaina, Hawaii 96761

Dear Mr. Kawahara:

Re: Repairs to the Pioneer Inn - ~~TMK 4-6-01:8~~

In response to your letter dated December 17, 1979, please be advised that the act of replacing existing interior and exterior wood flooring with materials and colors to match the existing does not require formal approval by the Maui Historic Commission. However, if the work exceeds a value of \$100.00, a building permit initiated through the Land Use and Codes Division of the County will be required.

Thank you for your cooperation. If additional clarification is required, please contact this office.

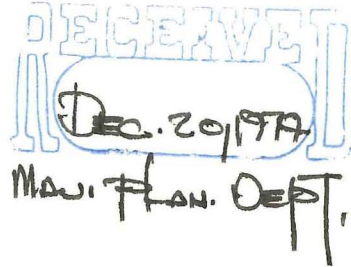
Very truly yours,

CHRISTOPHER L. HART
Planner



RONALD A. KAWAHARA AND CO.
CERTIFIED PUBLIC ACCOUNTANTS, INC.

December 17, 1979

Mr. Chris Hart, Planner
Maui County Planning Department
200 South High Street
Wailuku, Hawaii 96793



SUBJECT: PIONEER INN BUILDING

Dear Chris:

Our Firm will be taking over as Managing Agents for the Pioneer Inn building effective January 1, 1980. We would like to request permission from the Maui Historic Commission to make certain repairs to the Pioneer Inn building as follows:

1. Replace all wood decking on the porch, fronting the Lahaina Yacht Harbor.
2. Replace all flooring in and around the lobby of the Pioneer Inn.
3. Replace flooring in the ladies restroom.
4. Replace flooring in the mens restroom.

All the materials used in the repair will be the same as the original. The painting will be the same color or as close as we can match.

According to Baird Miller, Manager of the Pioneer Inn, such repairs require simple administrative approval and do not need to go through the Historic Commission Process. Since we are anxious to get started, we would appreciate your action on this matter as soon as possible.

Best wishes for the Holiday Season!

Yours very truly,

Ronald A. Kawahara, CPA, CPM
Managing Agent

RAK:11

cc: Baird Miller, Pioneer Inn
Digby Cook, Doyon, Ltd.

Suite 204 • Lahaina Shopping Center Office Building • Lahaina • Maui • Hawaii 96761 • (808) 661-4405

Suite 300 • Kahului Building • 33 Lono Avenue • Kahului • Maui • Hawaii 96732 • (808) 877-7611

File

September 6, 1979

Mr. Gregg Mills
V.P., Marketing
Hawaiian Holiday Macadamia Nut Co.
P. O. Box 707
Honokaa, Hawaii 96727

Dear Mr. Mills:

At the regular meeting of the Maui Historic Commission on August 9, 1979, your request for approval of plans to install a standby generator, temporary propane fuel tank and an air conditioning equipment closet within the Pioneer Inn Courtyard at TMK 4-6-01:8, Lahaina, Maui, was unanimously granted in accordance with plans dated May 24, 1979, and received July 30, 1979, and subject to the following conditions:

1. That the proposed standby generator shall be removed within a period of twelve (12) months from the aforementioned date of approval.
2. That a maximum effort shall be made to muffle all engine and exhaust noise, and that the exhaust emissions shall be vented through a vertical stack.
3. That the hours of operation shall be between 9:00 a.m. and 10:00 p.m. only.
4. That the exterior color scheme shall match that of the Pioneer Inn.
5. That full compliance with all Federal, State and County requirements shall be rendered.

Thank you for your cooperation. If additional clarification is required, please contact Mr. Chris Hart of our staff.

Very truly yours,



TOSHIO ISHIKAWA
Administrator

cc: LUCA
H. Unemori

August 1, 1979

Mr. Greg Mills
V.P. Marketing
Hawaiian Holiday Macadamia Nut Co.
P.O. Box 707
Honokaa, Hawaii
96727

Dear Mr. Mills:

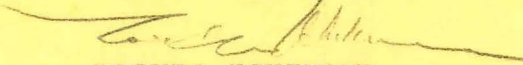
The Maui Historic Commission at its regular meeting on July 12, 1979 voted to defer action on your request for approval of plans to install a standby generator and temporary propane fuel tank within the Pioneer Inn Courtyard at ~~TMK 4-6-01:8~~, Lahaina, Maui for the following reason:

No responsible representative was present at the meeting.

The item will be placed on the agenda for the August 9th Commission meeting.

Thank you for your cooperation. If additional information is required please contact Mr. Chris Hart of our staff.

Very truly yours,


TOSHIO ISHIKAWA
Administrator
Maui Historic Commission

cc: H. Unemori

File
January 4, 1979

Mr. John E. Wilson III
Cutright-Wilson
Pioneer Inn
Lahaina, Hawaii 96761

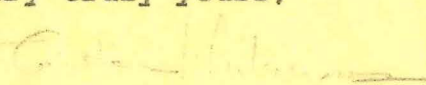
Dear Mr. Wilson:

Re: Mr. Ray Landrum requesting "tentative approval" to establish an information and marine activities booking use to be housed in a "booth" in the existing former parking area mauka of the Pioneer Inn and parallel with Front Street at TMK 4-6-01:8, Lahaina, Maui.

At the regular meeting of the Maui Historic Commission on December 14, 1978, your letter dated December 8, 1978, as sublessor of the above former parking area, was read, which informed the Commission that Mr. Ray Landrum "never received authorization from this office for such utilization." In response to this circumstance, the Commission voted unanimously to delete the item from the agenda and to inform the office of the Corporation Counsel that an opinion regarding the appropriateness of the subject use was not required.

Thank you for your cooperation. If additional clarification is required, please contact Mr. Chris Hart of our staff.

Very truly yours,


TOSHIO ISHIKAWA
Administrator

cc: G. Kosaka
C. Hart ✓

Outright-Wilson
PIONEER INN
LAHAINA, HAWAII
(808) 661-4881

RECEIVED
Dec 14 10 10 AM '78
DEPT. OF PLANNING
COUNTY OF MAUI

December 8, 1978

Mr. Chris Hart
Historic Commission
County of Maui
County Building
Wailuku, HI 96793

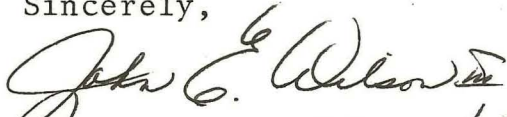
Re: Pioneer Inn

Dear Chris:

With reference to the request by Mr. Ray Landrum to utilize the space in front of the Pioneer Inn facing Front Street for the purpose of a charter information booth, he has never received authorization from this office for such utilization.

Please call me if you need further information.

Sincerely,


John E. Wilson III *slb*

JW/slb

ELMER F. CRAVALHO
Mayor



PAUL R. MANCINI
Corporation Counsel

DEPARTMENT OF THE CORPORATION COUNSEL
COUNTY OF MAUI
WAILUKU, MAUI, HAWAII 96793
TELEPHONE 244-7740

RECEIVED

Nov 9 12 01 PM '78

DEPT. OF PLANNING
COUNTY OF MAUI

November 9, 1978

Historic Commission
c/o Planning Department
County of Maui
Wailuku, Hawaii 96793

Gentlemen:

Re: Proof of Ownership or Owner's Consent

In response to the question asked at the last meeting of the Historic Commission as to whether the Commission could require some sort of proof of ownership or owner's consent before the Commission would take action on an application before it; we respond in the affirmative.

As provided for in the Permanent Ordinances of the County of Maui 1971, Section 8-3.4, states:

"The commission . . . shall adopt rules and regulations for the transaction of its business."

Proof as to whether an applicant has necessary property rights to advance his application is clearly within the province of the Commission's business.

Further, the proposed requirement is reasonable and relates to a purpose which would expedite and facilitate the Commission in carrying out its functions.

It should be noted that such a rule or regulation would fall within the purview of Hawaii Revised Statutes,

Historic Commission

2

November 9, 1978

Chapters 91 and 92. Steps like notice, public hearings, etc., must be taken to adopt such a rule.

If this matter needs further clarification, please do not hesitate to contact our office.


Very truly yours,



HOWARD M. FUKUSHIMA
Deputy Corporation Counsel

HFM: jkm

APPROVED:



Paul W. Kani
Corporation Counsel
County of Maui

File

October 19, 1978

Mr. Ray Landrum
c/o Mr. Dan O'Brien
98 Halelo Street
Lahaina, Hawaii 96761

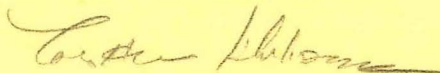
Dear Mr. Landrum:

At the regular meeting of the Maui Historic Commission on October 12, 1978, Commission action on Proposed Findings of Fact, Conclusions of Law, Decision and Order relative to the August 10th denial of your request for "tentative approval" to establish an information and marine activities booking use to be housed in a "booth" mauka of the Pioneer Inn at TMK 4-6-01:8, Lahaina, Maui, was unanimously deferred in order to provide sufficient opportunity to establish your legal authorization for initiating said request.

Please be advised that the item will be placed on the agenda for the November 9th meeting of the Maui Historic Commission.

Thank you for your cooperation. If additional clarification is required, please contact Mr. Chris Hart of the Planning Department staff.

Very truly yours,



TOSHIO ISHIKAWA
Administrator

cc: Paul Mancini

File

October 3, 1978

Mr. Paul Mancini
Corporation Counsel
County of Maui
Wailuku, Maui

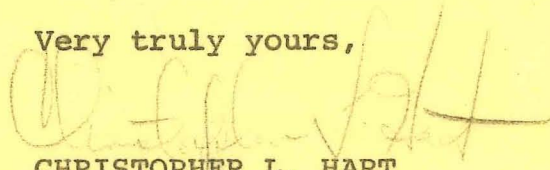
Dear Mr. Mancini:

Re: Maui Historic Commission Action to Deny -
Mr. Ray Landrum, proposed tentative approval
to establish an information and marine acti-
vities booking use to be housed in a "booth"
in the former parking area mauka of the
Pioneer Inn and parallel with Front Street at
TMK 4-6-01:8, Lahaina, Maui

In order to act on proposed Findings of Fact, Conclusions
of Law, Decision and Order, it is respectfully requested that a
review of said document plus a response to our attached letter
dated August 7, 1978, be completed prior to the October 12th
regular meeting of the Maui Historic Commission.

Thank you for your cooperation. If additional clarification
is required, please contact this office.

Very truly yours,



CHRISTOPHER L. HART
Landscape Architect/Planner

Encls.

HISTORIC COMMISSION
COUNTY OF MAUI, STATE OF HAWAII

In The Matter of The Application)
)
MR. RAY LANDRUM for "Tentative)
Approval of New Construction at)
TMK 4-6-01:8, Within Maui Historic)
District No. 1, Lahaina, Maui,)
Hawaii)
)

PROPOSED
FINDINGS OF FACT, CONCLUSIONS OF LAW,
DECISION AND ORDER

The above-entitled matter, having been heard before the Maui Historic Commission, County of Maui, State of Hawaii, on the 10th day of August, 1978, and

The said Commission having heard and considered the above-entitled matter finds:

1. That Mr. Ray Landrum has requested tentative approval for the following action as identified in his letter of application dated August 3, 1978: "...to construct a small booth consistent with the aesthetics within the historical area of Lahaina. The function of the booth would be to offer free information to Maui visitors with emphasis on Historical Lahaina. We would also arrange basically aquatic activities...". Said "small booth" would be located in the existing former parking area mauka of the Pioneer Inn building and parallel with Front Street at TMK 4-6-01:8, Lahaina, Maui.

2. That the aforementioned paved parking area originally accommodated eight (8) automobiles and was required as part of the final plans for the Pioneer Inn project dated October 4, 1965, and approved by the Maui Historic Commission on October 18, 1965.

3. That Ordinance No. 576, effective in September, 1968, deleted all reference to required off-street parking in Maui Historic Districts Nos. 1 and 2 from Article 3. Maui County Historic Districts Ordinance of the Permanent Ordinances of the County of Maui 1971.

4. That, because no off-street parking requirement existed within Maui Historic Districts Nos. 1 & 2 after September, 1968, the office of the Maui County Attorney rendered an opinion relative to the aforementioned former parking area that "the property owner may use his property to the maximum extent allowed by law..."

5. That on March 6, 1978, Ordinance 892, amending Article 3 Maui County Historic Districts Ordinance of the Permanent Ordinances of the County of Maui, 1971, became effective and re-established the offstreet parking requirement within Historic Districts Nos. 1 & 2.

6. That the subject site is located within the Special Management Area, and pursuant to Section 12 of the Interim Coastal Zone Management (CZM) Rules and Regulations of the County of Maui, requires a CZM permit.

7. That the subject site is located within the specific boundaries of the Lahaina National Historic Landmark as defined by the Secretary of the U. S. Department of the Interior on September 16, 1974.

8. That political subdivisions of the State of Hawaii are empowered pursuant to Act 104, Session Laws of Hawaii 1976, Sections 14 & 15, to provide:

SECTION 14: "...a comprehensive program of historic preservation, to promote the use and conservation of historic properties for the education, pleasure, and enrichment of the citizens of this State. The governing body of any political subdivision may establish a historic preservation commission to preserve, promote and develop the historical resources of the political subdivision."

SECTION 15: "...regulations, special conditions or restrictions for the protection, enhancement, preservation and use of historic properties."

9. That the following land use designations are defined for the subject site identified as TMK 4-6-01:8, Lahaina, Maui:

- a. LAHAINA GENERAL PLAN - HISTORIC DISTRICTS 1 & 2
- b. LAHAINA ZONING MAP NO. 8 - HISTORIC DISTRICT NO. 1

10. That the Maui Historic Commission and Maui Historic District No. 1 were created by Ordinance No. 320 adopted May 21, 1962, and as currently defined in Chapter 8, Article 3, of the Permanent Ordinances of the County of Maui 1971.

11. That the Permanent Ordinances of the County of Maui 1971, Chapter 3, Maui County Historic Districts Ordinance Sections 8-3.14 and 8-3.5 stipulate Regulations for Historic Districts and procedures for Review of Plans as follows:

a. SECTION 8-3.14 REGULATIONS FOR HISTORIC DISTRICTS

(a) ESTABLISHMENT OF PLAN

"For Historic District No. 1 and Historic District No. 2, that report entitled "Proposal for the Historical Restoration and Preservation of Lahaina" prepared for the Council of the County of Maui by Community Planning, Inc., dated May 1961...shall be used as a guide to the determination of the required land use, height of buildings, style of architecture, parking requirements, yard spaces and lot areas, and any other matter pertaining to that particular historic district. (emphasis added)

NOTE: That the subject site is designated on the Restoration Plan of said Proposal as Open Space with landscape planting.

(b) USE REGULATIONS

Item No. (51) indicates that retail stores or businesses are permitted uses within Historic District No. 1.

(c) SECTION 8-3.5 REVIEW OF PLANS AS AMENDED BY BILL NO. 13 ADOPTED JUNE 1, 1973

"The commission shall review all plans for the construction, reconstruction, alteration, repair, moving or demolition of structures, including any repainting or modification of existing structures and appurtenances thereto, in the historic districts created herein. In said review, the commission shall give consideration to:

- (1) The use to which the building, structure or site will be put, its historical or architectural style or significance, and its relationship to the historic district.
- (2) The general compatibility of exterior design, arrangement, the choice of colors, materials used, signs and advertisements, especially as it relates to the objectives of the historic district and to other structures in the immediate vicinity.
- (3) Any other factors, including landscaping, aesthetics, and civic beauty." (emphasis added)

PROPOSED
CONCLUSIONS OF LAW

1. That this Commission has jurisdiction to approve or disapprove the subject request.

2. That the Maui Historic Commission has jurisdiction to review all plans for new construction and, pursuant to such, must give consideration to:

- a. The use to which the building, structure or site will be put.
- b. Its relationship to the historic district.
- c. The general compatibility of exterior design, especially as it relates to the objectives of the historic district and to other structures in the immediate vicinity.

3. That that office of the Corporation Counsel, County of Maui, rendered a verbal opinion at the regular meeting of the Maui Historic Commission on August 10, 1978, indicating that with the passage of said Ordinance 892, effective March 6, 1978, which establishes an offstreet parking requirement within Maui Historic Districts Nos. 1 & 2, the remaining six (6) parking stalls mauka of the Pioneer Inn and parallel with Front Street are "required".

4. That the proposed construction of a booth structure to conduct business activities would be contrary to the established offstreet parking use of the site.

PROPOSED
DECISION AND ORDER

It was the decision of the Maui Historic Commission on the 10th day of August, 1978, that for the reasons as stated, the application by Mr. Ray Landrum be denied.

DATED at Wailuku, Maui, Hawaii, this _____ day of September, 1978.

September 29, 1978

Mr. Ray Landrum
c/o Mr. Dan O'Brien
P. O. Box 845
Lahaina, Hawaii 96761

Dear Mr. Landrum:

Re: Request for "Tentative Approval" to establish a business booth in the former eight (8) car parking area mauka of the Pioneer Inn and parallel with Front Street at **TMK 4-6-01:8**, Lahaina, Maui

Please be advised that Findings of Fact, Conclusions of Law and Decision and Order will be acted upon by the Maui Historic Commission at its next regular meeting on October 12, 1978. Action was deferred from the rescheduled meeting on September 21st, pending receipt of an opinion from the office of the Corporation Counsel regarding the permitted use of the subject parcel in consideration of the current requirement for offstreet parking within Maui Historic Districts 1 & 2.

You may wish to present your own Findings relative to the Historic Commission's action; if so, sufficient opportunity will be afforded you.

Thank you for your cooperation. If additional clarification is required, please contact Mr. Chris Hart of the Planning Department staff.

Very truly yours,

TOSHIO ISHIKAWA
Administrator

cc: P. Mancini

211

September 29, 1978

Mr. Ray Landrum
c/o Mr. Dan O'Brien
P. O. Box 845
Lahaina, Hawaii 96761

Dear Mr. Landrum:

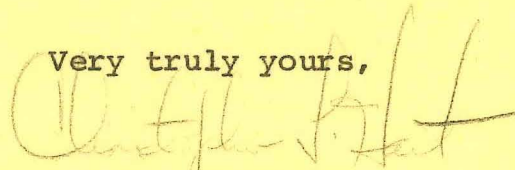
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Thank you for your cooperation. If additional clarification is required, please contact Mr. Chris Hart of the Planning Department staff.

Very truly yours,



File TOSHIO ISHIKAWA
Administrator

cc: P. Mancini

August 7, 1978

Mr. Paul Mancini
Corporation Counsel
County of Maui
Wailuku, Maui

Dear Mr. Mancini:

The Maui Historic Commission has received for consideration at its next regular meeting on August 10, 1978, the attached request by Mr. Ray Landrum for "tentative approval" to establish a booth for dispensing information and booking marine activities in the former eight (8) car parking area mauka of the Pioneer Inn and parallel with Front Street at TMK 4-6-01:8, Lahaina, Maui. The following background is provided for clarification:

1. The aforementioned parking area was identified as part of the final plans for the Pioneer Inn project approved by the Maui Historic Commission on October 18, 1965, and, subsequently, Ordinance No. 576, effective in September, 1968, deleted all reference to required off-street parking in Maui Historic Districts Nos. 1 and 2.
2. On December 11, 1975, the office of the Maui County Attorney rendered an opinion that because no off-street parking requirement was existing in Historic Districts Nos. 1 and 2, "the property owner may use his property to the maximum extent allowed by law..."
3. On March 6, 1978, Ordinance 892 became effective, and off-street parking, again, was established as a requirement within Historic Districts Nos. 1 and 2.

In consideration of the foregoing, does the previously required eight (8) car parking area, again, become required? If so, what would be the status of the existing portable information booth located on two of the stalls at the southerly end of said parking area?

Thank you for your cooperation. If additional clarification is required, please contact Mr. Chris Hart of our staff.

Very truly yours,

TOSHIO ISHIKAWA
Administrator

Encls.

File

August 7, 1978

Mr. Paul Mancini
Corporation Counsel
County of Maui
Wailuku, Maui

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Thank you for your cooperation. If additional clarification is required, please contact Mr. Chris Hart of our staff.

Very truly yours,



TOSHIO ISHIKAWA
Administrator

Encls.

August 7, 1978

Mr. Paul Mancini
Corporation Counsel
County of Maui
Wailuku, Maui

Dear Mr. Mancini:

The Maui Historic Commission has received for consideration at its next regular meeting on August 10, 1978, the attached request by Mr. Ray Landrum for "tentative approval" to establish a booth for dispensing information and booking marine activities in the former eight (8) car parking area mauka of the Pioneer Inn and parallel with Front Street at TMK 4-6-01:8, Lahaina, Maui. The following background is provided for clarification:

1. The aforementioned parking area was identified as part of the final plans for the Pioneer Inn project approved by the Maui Historic Commission on October 18, 1965, and, subsequently, Ordinance No. 576, effective in September, 1968, deleted all reference to required off-street parking in Maui Historic Districts Nos. 1 and 2.

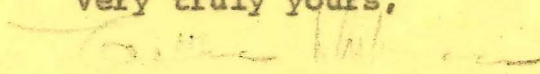
2. On December 11, 1975, the office of the Maui County Attorney rendered an opinion that because no off-street parking requirement was existing in Historic Districts Nos. 1 and 2, "the property owner may use his property to the maximum extent allowed by law..."

3. On March 6, 1978, Ordinance 892 became effective, and off-street parking, again, was established as a requirement within Historic Districts Nos. 1 and 2.

In consideration of the foregoing, does the previously required eight (8) car parking area, again, become required? If so, what would be the status of the existing portable information booth located on two of the stalls at the southerly end of said parking area?

Thank you for your cooperation. If additional clarification is required, please contact Mr. Chris Hart of our staff.

Very truly yours,


TOSHIO ISHIKAWA
Administrator

Encls.

252 Lahainaluna Road
Lahaina, Hawaii 96761
August 3, 1978

Planning Department
County of Maui
200 South High Street
Wailuku, Hawaii 96793

Attention: Mr. C. L. Hart, Planner

Subject: Open area on Front Street side of Pioneer Inn, Lahaina

Gentlemen:

I am hereby requesting that you consider placing on your agenda for the Commissioners meeting of August 10 the matter of the existing open area of Pioneer Inn.

I am requesting authority to construct a small booth consistent with the aesthetics within the historical area of Lahaina. The function of the booth would be to offer free information for Maui visitors with emphasis on Historical Lahaina. We would also arrange basically aquatic activities but would not expect to display any commercial advertising signs on Front Street.

My purpose here is to gain tentative approval for such a structure, subject to your suggestions and restrictions. I would expect to submit a general plan prior to final approval.

Respectfully yours,


Ray Landrum

/lm

40 Mr. Don O'RIEN
98 Halelo St.

RECEIVED
Aug. 4, 1978
Maui Historic Com.

July 7, 1978

Mr. Carl D. Johnsen
Property Manager
Norris, Beggs & Simpson, Ltd.
Suite 2610, Pacific Trade Center
190 S. King Street
Honolulu, Hawaii 96813

Dear Mr. Johnson:

Re: Proposed repainting of the Pioneer Inn at
TMK 4-6-01:8, utilizing the same green and white
color scheme.

On behalf of the Maui Historic Commission, you are hereby granted approval of the above project in response to the copy of your letter to Mr. George A. Freeland, dated June 28, 1978.

However, since extensive renovation work is being undertaken, we would like to take this opportunity to remind you that all of the exterior projecting wall-mounted air-conditioning units are a non-conforming visual element in the Pioneer Inn building facade. Therefore, we respectfully request, once again, that this visual inconsistency be rectified in accordance with the attached adopted guide line for air-conditioning within Maui Historic Districts.

Thank you for your cooperation. If additional clarification is required, please contact Mr. Chris Hart of our staff.

Very truly yours,



TOSHIO ISHIKAWA
Administrator
Maui Historic Commission

Encl.

cc: G. A. Freeland



NORRIS, BEGGS & SIMPSON, LTD.

SUITE 2610, PACIFIC TRADE CENTER • 190 S. KING STREET • HONOLULU, HAWAII 96813
PHONE (808) 524-4510

June 28, 1978

RECEIVED
JUL 3 12 02 PM '78
DEPT. OF PLANNING
COUNTY OF MAUI

Mr. George A. Freeland
Pioneer Inn
666 Front Street
Lahaina, Maui, HI 96761

Re: Pioneer Inn

Dear Mr. Freeland:

The Pioneer Inn Co., lessee by assignment of that certain lease dated July 1, 1964, requests your consent to repaint the exterior of the buildings comprising the Pioneer Inn. At a cost in excess of \$20,000.00, the buildings will be scraped, cleaned, and coated with acrylic paint using colors to match the present color scheme.

By copy of this letter, we are also requesting approval of the Lahaina Historic Commission.

We are anxious to proceed with all dispatch inasmuch as several years have elapsed since the buildings were last painted and several areas are in desperate need of refinishing. Work is tentatively scheduled to commence on July 7.

Your early response to this request will be greatly appreciated.

Kindly indicate your consent by returning a signed copy of this letter to our office at your earliest convenience. A posted return envelope is enclosed for your convenience.

Very truly yours,

NORRIS, BEGGS & SIMPSON, LTD.

CDJ:jo
Enclosure

cc: Mr. Chris Hart ✓
Thos. Fujikawa Painting Co., Ltd.
Mr. Bill Daily

Carl D. Johnsen
Property Manager

APPROVED:

George A. Freeland

Dated: _____

C
O
P
Y

File

September 19, 1977

Mr. Hans Riecke, Architect
P. O. Box 1627
Kahului, Hawaii 96732

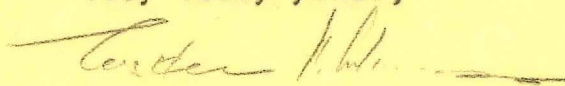
Dear Mr. Riecke:

At the regular meeting of the Maui Historic Commission on September 8, 1977, your request for approval of plans to complete certain exterior renovations to the Pioneer Inn, including new wood railings for existing stairs, new gates, and an enclosure for an existing water heater at **TMK 4-6-10:8**, Lahaina, Maui, was unanimously approved in accordance with plans dated August 3, 1977, and subject to the following conditions:

1. That the materials and color scheme shall match the existing Pioneer Inn.
2. That full compliance with the requirements of Section 12 of the Interim Coastal Zone Management Rules and Regulations of the County of Maui shall be rendered.
3. That full compliance with all other State and County requirements shall be rendered.

Thank you for your cooperation. If additional clarification is required, please contact Mr. Chris Hart of our staff.

Very truly yours,



TOSHIO ISHIKAWA
Administrator

cc: LUCA

File

April 29, 1977

Mr. Baird B. Miller, General Manager
Pioneer Inn
Spencecliff Corporation
Lahaina, Hawaii 96761

Dear Mr. Miller:

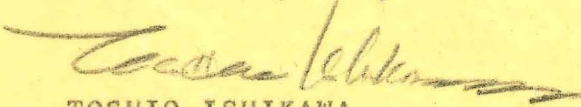
At the regular meeting of the Maui Historic Commission on 4/14/77, your request for approval of plans to install window screens on the exterior windows of the Pioneer Inn lobby, and to install removable canvas awnings on the exterior of the coffee shop at **TMK 4-6-01:8**, Lahaina, Maui, was unanimously approved subject to the following conditions:

1. That the screens shall be constructed of wood and consist of 4 proportionate sections.
2. That the wood frames of said screens shall be painted white.
3. That the canvas awning shall not extend out more than 2 feet beyond the edge of the building, and that said awning shall be a shade of dark green.
4. That full compliance with Section 12a of the Interim Coastal Zone Management Rules and Regulations of the County of Maui shall be rendered.
5. That full compliance with all other State and County requirements shall be rendered.

(Please see attached note concerning submittal of plans to the Historic Preservation Officer.)

Thank you for your cooperation. If additional clarification is required, please contact Mr. Chris Hart of the Planning Department staff.

Very truly yours,


TOSHIO ISHIKAWA
Administrator

cc: LUCA
J. Silverman

Telephone (907) 452-4755

Doyon, Limited

*Doyon Building
First and Hall
Fairbanks, Alaska 99701*

April 19, 1977

Mr. Christopher L. Hart
Planning Department
County of Maui
200 South High Street
Wailuku, Hawaii 96793

Dear Chris:

I want to thank you for taking the time to meet with Howard Lennon and I the other week. I enjoyed hearing about the plans for the restoration of the Lahaina area. I have finished reviewing the materials with which you so kindly furnished us and I am even more excited about the proposed restoration.

I am looking forward to being able to watch the progress that the county will undoubtedly make in this area. If we can be of any assistance, please let me know.

Yours truly,

William H. Timme
William H. Timme

WHT/ckl

RECEIVED
APR 22 1977

DEPT. OF PLANNING
COUNTY OF MAUI

PIONEER INN



Old Whalers Grog Shop

Lahaina Roadstead, Maui, Sandwich Isles

80° Sunny
March 30, 1977

RECEIVED

APR 4 1977

DEPT. OF PLANNING
COUNTY OF MAUI

Mr. "Tosh" Ishikawa, Director
Maui County Planning Dept.
County of Maui
200 So. High Street
Wailuku, Maui, Ha. 96793

Dear Mr. Ishikawa:

Spencecliff Corp. dba Pioneer Inn would like to be placed on the Agenda of the Maui County Historic Commission.

The reasons for Application are as follows:

- 1.- We are going to be converting the Lobby Area to a luncheon area and, to meet Health Dept. Regulations, must install screens on the lobby exterior windows, (see # 1 & # 2 Photos). We will design and build to meet "Staff's" recommendations,
- 2.- We have a very bad time during the rainy season in our coffee shop area, in fact, we generally must close that area during rain storms. We would like to install canvas awnings which would be used during rain storms only. They would be completely removeable and stored else where during the good weather. They would be considered temporary and put up and used during emergency periods only. Here again, we would construct per "Staff's" recommendations. (PHOTO #3)

If you need any more information or have any further questions, Please contact me at your convenience.

Baird B. Miller
General Manager
Spencecliff Corp.
Maui Division

Baird

APPROVED:

MAUI HISTORIC COMM.

Date April 14, 1977

for by *C. L. Hart*
C. L. HART

Breakfast, Lunch, Dinner, Grog and Rooms.

A Haven for Whalers and World Travelers Since 1901.

January 20, 1976

Mr. John E. Wilson III
Pali Kai Realtors
888 Front Street
Lahaina, Hawaii 96761

Dear Mr. Wilson:

Re: Proposed exterior renovations to the
Pioneer Inn (TMK 4-6-01:8), Lahaina, Maui

At the regular meeting of the Maui Historic Commission on January 8, 1976, your request for approval of plans to remove the existing window and install three additional double doors to the Front Street facade of the First Hawaiian Bank office, located in the Pioneer Inn arcade, was unanimously approved in accordance with plans as presented, and subject to the following conditions:

1. That all materials and colors shall match the existing, and that care shall be taken to execute the renovations so that patching will not be evident.
2. That full compliance with all State and County requirements shall be rendered.

Thank you for your cooperation. If additional clarification is required, please contact Mr. Chris Hart of the Planning Department staff.

Very truly yours,



TOSHIO ISHIKAWA
Administrator

ELMER F. CRAVALHO
Mayor

ARTHUR T. UEOKA
County Attorney



OFFICE OF THE COUNTY ATTORNEY

COUNTY OF MAUI

WAILUKU, MAUI, HAWAII 96793

December 11, 1975

ANDREW T. JOHNSON, JR.
Assistant County Attorney
ERNEST K. C. CHING
Deputy County Attorney
BOYD P. MOSSMAN
Deputy County Attorney
MELVYN T. YOSHII
Deputy County Attorney
STEVEN R. SCOTT
Deputy County Attorney

Mr. Toshio Ishikawa, Director
Department of Planning
County of Maui
Wailuku, Hawaii 96793

RECEIVED

DEC 11 1975

DEPT. OF PLANNING
COUNTY OF MAUI

Re: Use of Existing Parking Stalls by
Thomas W. Barefoot

Dear Mr. Ishikawa:

We are in receipt of your request for a written opinion as to the legality of the establishment of a business on two existing parking stalls fronting the Pioneer Inn in Lahaina, due to the fact that those parking stalls were required on plans for construction of addition to the Pioneer Inn approved on September 13, 1965.

Please find attached a copy of our opinion of November 24, 1975, relating to County Parking Ordinance, Section 8-1.16(b)(7). The principles therein are applicable to parking requirements within the Historic Districts, as well as the comprehensively-zoned areas of the County of Maui. In short, the law is clear that parking requirements fall comfortably within the usual delegations of zoning power and the purpose for which such power may be exercised. Accordingly, it is our opinion that changes in parking requirements have the same legal effect as changes in any other zoning requirements, such as height, density, setbacks, and other zoning regulations.

In all zoning regulations where plans for improvements are approved under one set of regulations, and those regulations are subsequently made less restrictive, there is nothing to prevent the landowner or developer from taking advantage of the less restrictive regulations. For example, when a two-story building is

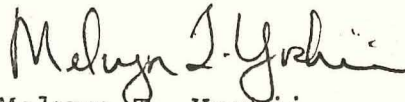
Mr. Toshio Ishikawa, Director
Page 2
December 11, 1975

constructed on land zoned for two-story buildings and subsequently the zoning for that parcel is changed to allow six-story buildings, there would be nothing prohibiting the landowner from adding to his existing two-story building or reconstructing a six-story building in accordance with the existing zoning.

We are informed that the two parking stalls in question were required under plans approved in 1965. Subsequently, by passage of Ordinance No. 514 in 1967, off-street parking in the Historic District was required to conform to the Maui Parking Ordinance. However, by Ordinance No. 576 effective in September, 1968, all reference to required off-street parking in Historic District Nos. 1 and 2 was deleted from the zoning ordinances. From 1968 to the present time, there has been no off-street parking requirements in either Historic District No. 1 or No. 2.

Therefore, it seems clear that in the absence of a restrictive zoning regulation, the property owner may use his property to the maximum extent allowed by law and, in the case of the two parking stalls in question, that those stalls may be used for purposes other than parking.

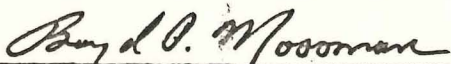
Very truly yours,



Melvyn T. Yoshii
Deputy County Attorney

MTY:dg
Attachment

APPROVED:



Boyd O. Moorman
Assistant County Attorney

File *Uplines*

November 24, 1975

Mrs. Hulu Nakasone, Administrator
Land Use & Codes Administration
County of Maui
Wailuku, Maui, Hawaii 96793

Re: Interpretation of Parking Ordinance,
Section 8-1.16(b)(7) of the Permanent
Ordinances of the County of Maui 1971

Dear Mrs. Nakasone:

The Board of Adjustment and Appeals has requested our opinion of the interpretation of the above-mentioned section of the Zoning Ordinance of the County of Maui; more specifically, that part of said ordinance which reads "Parking areas shall be used for actively used vehicle parking only"

The problem of providing parking space for motor vehicles is widely shared and appreciated. A plan for the development of land must reckon with the parking problem, and regulations which implement such a plan must provide for the parking of motor vehicles which will be attracted by new uses, just as they must provide for accommodation of the traffic which will be generated thereby. Most modern zoning ordinances undertake to prevent a deterioration of the parking situation by requiring that plans for new construction include specific provisions for off-street parking (Section 26.64, American Law of Zoning). Such regulations are calculated to promote public safety, and, by keeping the traffic lanes clear, to provide transportation capable of serving existing uses. Off-street parking regulations fall comfortably within the usual delegations of zoning power, and the purpose for which such power may be exercised (see Mirschel v. Weissenberger, 100 N.Y.S. 2d 452 (1950); Uday v. Dearborn, 96 N.W. 2d 775 (1959); Chambers v. Zoning Board of Adjustment, 108 S.E. 2d 211, 74 A.L.R. 2d 412 (1959)).

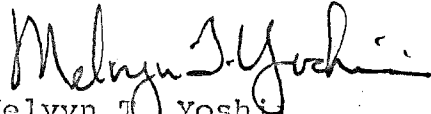
(57) (100)

Mrs. Hulu Nakasone
Page 2
November 24, 1975

The applicable provision of the Maui County Parking Ordinance is clear and unambiguous and the purpose and intent of that ordinance is uncontroverted. Petitioner, Sugar Beach Condominium, proposes to use a portion of a designated parking area for tennis courts. This proposal contravenes not only the clear wording of the ordinance but also the intent and purpose of that ordinance, since the essence of zoning regulations is to regulate the use of land and structures and not merely to serve as a housing code.

Therefore, the administrators of a zoning ordinance may not allow petitioner's proposal and should petitioner wish to pursue the matter, he must make application for a variance.

Very truly yours,



Melvyn T. Yoshi
Deputy County Attorney

MTY:dg

APPROVED:

Arthur J. Neelon

County Attorney

FROM

Maui Historic Commission
200 South High Street
Wailuku, Maui 96793

File

ISLAND PAINTING

LIC. NO. C-6555

P. O. BOX 814 • LAHAINA, HAWAII 96761
TELEPHONE 661-0300

SUBJECT

Repainting Pioneer Inn, Lahaina, Maui

DATE

Nov. 5, 1975

MESSAGE:

Island Painting will repaint rails, posts and fascia on the exterior only at the Pioneer Inn, Lahaina, Maui starting November 10 and will be completed the first week of December, 1975.

All work to match existing colors.

RECEIVED

NOV 10 1975

DEPT. OF PLANNING
COUNTY OF MAUI

ORIGINATOR-DO NOT WRITE BELOW THIS LINE

REPLY TO →

SIGNED

[Signature]

REPLY

On Behalf of the Maui Historic Commission, you are hereby granted permission to proceed with the repainting of the Pioneer Inn as defined above.

DATE

Nov. 10, 1975

SIGNED

Thank you for your cooperation
[Signature]
Maui Historic Commission

SEND PARTS 1 AND 3 INTACT-PART 1 WILL BE RETURNED WITH REPLY

RM-87

RETURN TO ORIGINATOR

May 25, 1972

Mr. Mike Stevens, Manager
Pioneer Inn
Lahaina, Maui 96761

Dear Mr. Stevens:

At the regular meeting of the Maui Historic Commission on May 10, 1972, the subject of air conditioning in the Lahaina Historic Districts was discussed, and it was unanimously agreed that:

1. Staff should research this subject and prepare a guideline for the installation and use of air conditioning in accordance with the aesthetic requirements of the Historic Districts Ordinance. (This guideline will be presented to the Commission for adoption at its next regular meeting on June 14, 1972.)

2. A letter should be sent to the manager of the Pioneer Inn, requesting that

When it becomes necessary to replace the existing "projecting-type" wall-mounted units due to obsolescence, "through-the-wall" units, which are flush-mounted to the exterior building facade, should be used. (See the enclosed sketch.)

The installation and use of air conditioning in the Historic Districts has been a constant problem, and we respectfully request your cooperation as well as that of the Spencecliff Corporation in rectifying this situation.

If additional information or clarification is required, please contact Mr. Chris Hart of the Planning Department staff.

Very truly yours,

HOWARD K. NAKAMURA
Administrator

ch

Encl.

PURSUANT TO CHAPTER 92, PART 1, HAWAII REVISED STATUTES, AS AMENDED,
NOTICE IS HEREBY GIVEN OF A MEETING OF THE MAUI HISTORIC COMMISSION

DATE: December 11, 1975
TIME: 1:30 p.m.
LOCATION: Lahaina District Courthouse
ADDRESS: 2nd Floor, Court Room
628 Wharf Street
Lahaina, Maui

AGENDA

A. MINUTES OF THE MEETINGS OF NOVEMBER 13 and 20, 1975

B. RENOVATIONS

1. MS. RONNIE STEINFELZ requesting approval of plans to complete various exterior renovations to the front facade of her shop located in the Crispin Building at TMK 4-5-01:3, Lahaina, Maui.

C. COMMUNICATIONS

1. MS. SHERYL B. SEAMAN, Media Five Architects, transmitting copies of the revised Environmental Impact Statement for the Whalers Wharf Project located at TMK 4-6-08:70, 64, 67, 68 and 5 pursuant to Chapter 343, Hawaii Revised Statutes.

D. OLD BUSINESS

1. MR. THOMAS W. BAREFOOT requesting approval of plans to construct a wood deck and low planters in the Front Street parking lot of the Pioneer Inn at TMK 4-6-01:8 as part of the Lahaina Towne Tour Operation.

E. LAHAINA RESTORATION PROJECTS

1. Hale Aloha
2. Lahaina Courthouse Flags
3. Report: relative to the coordination of the use of Lahaina historic sites.

F. NEXT MEETING DATE: January 8, 1976

NOTICE TO APPLICANTS: Each applicant shall provide responsible representation at the meeting.

PURSUANT TO CHAPTER 92, PART 1, HAWAII REVISED STATUTES, AS AMENDED,
NOTICE IS HEREBY GIVEN OF A SPECIAL MEETING OF THE:

MAUI HISTORIC COMMISSION

DATE: November 20, 1975
TIME: 1:30 p.m.
LOCATION: Lahaina District Courthouse
ADDRESS: 2nd Floor, Court Room
628 Wharf Street
Lahaina, Maui

AGENDA

A. MINUTES OF THE REGULAR MEETING OF OCTOBER 9, 1975

B. NEW CONSTRUCTION

1. MS. ALEXANDRA MORROW, requesting approval of plans to construct a two-story addition to the White Butterfly Boutique to be located at the rear of Squire's Men's Clothing Store at TMK 4-6-09:2, Lahaina, Maui.

C. RENOVATIONS

1. ALAN KANEMITSU, requesting approval to renovate the exterior of the existing garage located on Prison Road at TMK 4-6-08:56, Lahaina, Maui. Mr. Kanemitsu is proposing to renovate said garage for use as an okazu-ya restaurant.

D. OLD BUSINESS

1. MR. THOMAS W. BAREFOOT, requesting approval of plans to construct a wood deck and low planters on the Front Street side of the Pioneer Inn at TMK 4-6-01:8 as part of the Lahaina Towne Tour operation.
2. MRS. DOROTHY R. PYLE, President of the Maui Historical Society, requesting "consideration of certain areas as historic districts ..."

E. SPECIAL REQUEST

1. HISTORIC LAHAINA DEVELOPMENT COMMITTEE, requesting approval to install Christmas lights along Front Street for the period December 13, 1975, through January 3, 1976.

F. LAHAINA RESTORATION PROJECTS

1. Hale Aloha
2. Lahaina Seawall
3. Use of Hale Paahao

G. NEXT MEETING: December 11, 1975

NOTICE TO APPLICANTS: Each applicant shall provide responsible representation at the meeting.

PURSUANT TO CHAPTER 92, PART 1, HAWAII REVISED STATUTES, AS AMENDED,
NOTICE IS HEREBY GIVEN OF A MEETING OF THE:

MAUI HISTORIC COMMISSION

DATE: November 13, 1975
TIME: 1:30 p.m.
LOCATION: Lahaina District Courthouse
ADDRESS: 2nd Floor, Court Room
628 Wharf Street
Lahaina, Maui

AGENDA

A. MINUTES OF THE REGULAR MEETING OF OCTOBER 9, 1975

B. NEW CONSTRUCTION

1. MS. ALEXANDRIA MORROW, requesting approval of plans to construct a two-story addition to the White Butterfly Boutique to be located at the rear of Squire's Men's Clothing Store at TMK 4-6-09:2, Lahaina, Maui.

C. RENOVATIONS

1. ALAN KANEMITSU, requesting approval to renovate the exterior of the existing garage located on Prison Road at TMK 4-6-08:56, Lahaina, Maui. Mr. Kanemitsu is proposing to renovate said garage for use as an okazu-ya restaurant.

D. OLD BUSINESS

1. MR. THOMAS W. BAREFOOT, requesting approval of plans to construct a wood deck and low planters on the Front Street side of the Pioneer Inn at TMK 4-6-01:8 as part of the Lahaina Towne Tour operation.
2. MRS. DOROTHY R. PYLE, President of the Maui Historical Society, requesting "consideration of certain areas as historic districts ..."

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1. HISTORIC LAHAINA DEVELOPMENT COMMITTEE, requesting approval to install Christmas lights along Front Street for the period December 13, 1975, through January 3, 1976.

F. LAHAINA RESTORATION PROJECTS

1. Hale Aloha
2. Lahaina Seawall
3. Use of Hale Paahao

G. NEXT MEETING: December 11, 1975

NOTICE TO APPLICANTS: Each applicant shall provide responsible representation at the meeting.

PURSUANT TO CHAPTER 92, PART I, HAWAII REVISED STATUTES, AS AMENDED,
NOTICE IS HEREBY GIVEN OF A MEETING OF THE:

MAUI HISTORIC COMMISSION

DATE: September 11, 1975
TIME: 1:30 p.m.
LOCATION: Lahaina District Court House
ADDRESS: 2nd Floor, Court Room
628 Wharf Street
Lahaina, Maui

AGENDA

A. MINUTES OF THE REGULAR MEETING OF AUGUST 14, 1975.

B. NEW CONSTRUCTION

1. MR. THOMAS W. BAREFOOT requesting approval of plans to construct a trellis structure, wood deck, and planters on the Front Street side of the Pioneer Inn at TMK 4-6-01:8 as part of his Lahaina Tours operations.

C. SIGNS AND RENOVATIONS

1. MR. MYRON ACE of the Lahaina Theater requesting approval of a wall sign and two (2) hanging signs to be installed on the Front Street facade at 828 Front Street (TMK 4-5-01:12), Lahaina, Maui.
2. MRS. HELEN TOMS, representing KAAHUMANU CHURCH, located in Historic District No. 3 (TMK 3-4-14:2), requesting approval of second phase renovations of the building to include replacement of the roof structure and exterior shingles.
3. MR. JOHN E. WILSON III, President, Pali Kai Realtors, requesting approval of plans to install new double entrance doors to the PIRATE CHEST AND LIQUOR STORE located in the Pioneer Inn arcade at TMK 4-6-01:8.
4. MR. MERRILL SMITH, requesting approval of plans for exterior renovations to the jewelry shop located on the Kaanapali side of the Front Street entrance to the Lahaina Market Place at TMK 4-6-9:11.

D. OLD BUSINESS

1. MR. ROGER H. BUSH requesting Commission consideration of a proposal to construct and operate a fueling facility, consisting of storage tank and pump house, within the Lahaina Small Boat Harbor (TMK 4-6-01:2).
2. MR. TODD FRANK requesting Commission approval to operate a sandwich board advertising service on the public streets within the Lahaina Historic Districts.

E. LAHAINA RESTORATION PROJECTS

F. NEXT MEETING: OCTOBER 9, 1975

NOTICE TO APPLICANTS: Each applicant shall provide responsible representation at the meeting.

MAUI HISTORIC COMMISSION
REGULAR MEETING
THURSDAY, FEBRUARY 13, 1975
1:30 P.M., LAHAINA DISTRICT COURT HOUSE

AGENDA

A. ELECTION OF OFFICERS

B. RENOVATIONS

1. MRS. EDITH SANBORN representing JACK ACKERMAN'S MAUI DIVERS, INC. in the PIONEER INN ARCADE requests approval of plans to remove an existing window and add a second double entrance to the shop fronting Hotel Street.
2. MR. ED FAWCETT requests approval of plans to establish an art gallery and make various renovations to the old NELS BROBERG residence at 608 Front Street.

C. SIGNS

1. MR. THOMAS W. BAREFOOT requests approval of a sign in conjunction with the establishment of a tour service in Lahaina.

D. OLD BUSINESS

1. MR. MICHAEL BOBIER of the CAFE PARADISE requests approval of plans to construct an exterior entrance walk to include fencing, planting, decking and sign. The restaurant is an existing operation located on the premises of the original CHARLIE'S JUICE STAND at TMK 4-5-01:34.
 - a. Item was deferred on January 9, 1975, pending submittal of a RIGHT OF ENTRY to adjacent properties.

E. LAHAINA RESTORATION PROJECTS

F. NEXT MEETING: March 13, 1975

NOTICE TO APPLICANTS: Please make every possible effort to attend this meeting.

MAUI HISTORIC COMMISSION
REGULAR MEETING
THURSDAY, JANUARY 9, 1975
1:30 P.M., LAHAINA DISTRICT COURT HOUSE

AGENDA

- A. MINUTES OF THE REGULAR MEETING OF NOVEMBER 14, 1974.
- B. NEW CONSTRUCTION
1. MR. MELVYN Y. K. CHOY, AIA, requesting preliminary approval of plans and model for the WHALERS WHARF PROJECT located between the Whales Tale and the Banyan Inn at TMK 4-6-08:5, 61, 64, 68, 70, Lahaina, Maui (Conceptual approval was granted at the regular meeting on October 10, 1974).
 2. MR. DAVID R. ROCKETT, Fleet Captain, LAHAINA YACHT CLUB, requests approval of plans to construct a 300 sq. ft. building for the storage of Laser-Type Sail Boats. The building is to be sited makai of Kam III School within the Small Boat Harbor at TMK 4-6-01:2.
- C. RENOVATIONS
1. MR. MICHAEL BOBIER of the CAFE PARADISE requests approval of plans to construct an exterior entrance walk to include fencing, planting, decking and sign. The restaurant is an existing operation located on the premises of CHARLIE'S JUICE STAND at TMK 4-5-01:34.
- D. COMMUNICATIONS
1. MRS. LEO CARROLL, President, Lahaina Art Society, requests that its artists be permitted to exhibit and sell their artworks under the Banyan Tree for a period of approximately six months or until the recently-planted kou trees makai of Wharf Street are mature enough to provide necessary shelter from the sun.
 2. MR. WILLIAM BIRCHALL of TROPICAL RICKSHAW, INC. requests approval to operate five three-wheeled open air pedicabs as a "Tour Guide Service" for visitors.
 3. MR. TOM W. BAREFOOT requests approval to operate a tour of the Lahaina Historic Districts by pedicab and to establish a base of operation mauka of the Pioneer Inn at the intersection of Front and Hotel Streets.
- E. DEMOLITION
1. MR. B. MARTIN LUNA, Attorney, representing HAWAII CREATIVE REALTY, INC., requests approval to demolish ten (10) homes located on land owned by the B. P. Bishop Estate at TMK 4-5-03:10. (The Commission approved the construction of a sixty-unit condominium project on this site at its regular meeting on July 11, 1974.)
- F. OLD BUSINESS
1. MR. KENNETH K. TAVARES, Customer Planner, MAUI ELECTRIC CO., LTD., requested at the regular meeting on October 10, 1974, approval of plans to install a new utility pole on the mauka side of Front St. in conjunction with the recently approved ALEXIS MIRAB RESTAURANT PROJECT. (Mr. Donald Chai, Customer Engineering Supervisor, has informed this office by letter, dated December 13, 1974, that an alternative solution has been found which will not require the addition of a new utility pole.)
- G. LAHAINA RESTORATION PROJECTS
- H. NEXT MEETING: February 13, 1975

NOTICE TO APPLICANTS: Please make every possible effort to attend the meeting.