

MAUI PLANNING COMMISSION  
Mary Cabuslay, Chairman  
Stanley Okamoto, Vice Chairman  
Victoria Chung  
Marlene Kaahui  
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

March 1, 1982

Mr. Arthur K. Goto  
225 Queen Street, Suite 302  
Honolulu, HI 96813

Dear Mr. Goto:

Re: Sheraton Maui Beach Right-of-Way (Brow) at  
TMK 4-4-08:5, Kaanapali, Maui.

In response to your recent correspondence regarding the above B.R.O.W. dated February 16th, 19th, and 23rd, the Planning Department offers the following comments:

1. That the proposed wording, design, and placement of the public beach right-of-way and public right-of-way parking signs as noted on revised plans dated February 18, 1982 are hereby approved.
2. That the planting setback between the proposed sidewalk and the south boundary (adjacent to the Kaanapali Beach Hotel) shall not exceed two (2) feet, and that a Panax hedge pruned to fence height or an appropriate flowering vine shall be planted along this boundary, in order to screen the Kaanapali Beach Hotel service area from public view. In addition, both of the two (2) ft. wide planting setbacks shall be irrigated and planted with a non-aggressive low maintenance groundcover such as Hemigraphis, Laua'e Fern, etc.

Please be advised that March 3rd marks the termination of the thirty (30) day period for "Immediate Implementation" and that no schedule for construction has been received by our office to date.

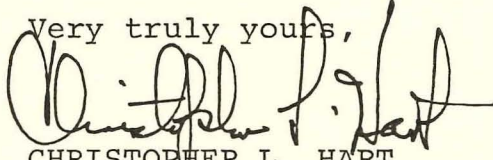
Mr. Arthur K. Goto

2

March 1, 1982

Should additional clarification be required, please contact this office.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Christopher L. Hart", written over the typed name.

CHRISTOPHER L. HART  
Deputy Planning Director

WM:hk

cc: H. Nakamura  
H. R. Betts  
R. Masuda  
G. Archer  
T. Ishikawa  
A. Shinmoto

MAUI PLANNING COMMISSION  
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HANNIBAL TAVARES  
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Planning Director

CHRISTOPHER L. HART  
Deputy Planning Director

COUNTY OF MAUI  
PLANNING DEPARTMENT

200 S. HIGH STREET  
WAILUKU, MAUI, HAWAII 96793

March 1, 1982

Memorandum

To: Mayor Hannibal Tavares, County of Maui  
From: Christopher L. Hart, Deputy Planning Director  
Subject: Update on Sheraton Maui Beach Right-of-Way at  
TMK 4-4-08:5, Kaanapali, Maui.

*Chris Hart*

In order to keep you up to date on the above matter, we are enclosing copies of recent correspondence concerning the Sheraton Beach Right-of-Way. There has been some progress in recent weeks, and the Planning Department is looking forward to the ultimate resolution of this problem. Also, attached for your review and information is the most recent revision to the proposed plan dated February 18, 1982.

Should you have any comments or questions, please contact this office at 244-7735.

CHRISTOPHER L. HART

WM:hk

Encls.

cc: H. Nakamura  
H. R. Betts  
R. Masuda  
G. Archer  
✓ T. Ishikawa  
A. Shinmoto



KASHIWA, IWAI, MOTOOKA AND GOTO

GENRO KASHIWA  
WILFRED K. IWAI  
MILTON M. MOTOOKA  
ARTHUR K. GOTO  
PETER T. KASHIWA

ATTORNEYS AT LAW  
A LAW CORPORATION  
SUITE 302 TOWN TOWER AT HARBOR SQUARE  
225 QUEEN STREET  
HONOLULU, HAWAII 96813

TELEPHONE (808) 521-4943  
TELEGRAPHIC ADDRESS  
"KASHLAW HONOLULU"  
TELEX 7430338  
CALL BACK "KKLAW"

February 16, 1982

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

Dear Mr. Hart:

Re: Sheraton Maui Beach Right of Way  
TMK: 4-4-08:5, Kaanapali, Maui

1. I returned to my office following a business trip to find your letter dated February 3, 1982 awaiting me.

2. Following our conference on Maui on July 10, 1981, the plan for the sidewalk area, a copy of which was given to you, was revised. A copy of the revision with revision date July 13, 1981 is enclosed for your reference. I believe this revised plan already has provided for the inclusion of the existing property line fence, and also incorporates the modified standard Maui beach right of way sign which announces "Public Parking" in lieu of "Public Right of Way." My recollection is that you had no objection to that change of wording. This plan was sent to AMFAC on July 13, 1981. Subsequently it was sent to the Trustees of the Campbell Estate for their action. My intention was to transmit this revised plan to you for formal approval upon obtaining approval of the property owners as provided in our lease. As of this time the property owners have not advised us of their approval of the plans. However, we shall do all we can to meet your March 3, 1982 implementation date.

3. I have sent your instructions regarding the plans to architect Donald Goo for incorporation into the plan. Would you please advise, however, as to whether you wish the beach right of way sign to read "Public Parking" or "Public Right of Way".



KASHIWA, IWAI, MOTOOKA AND GOTO

ATTORNEYS AT LAW  
A LAW CORPORATION

Mr. Chris Hart  
February 16, 1982  
Page 2

4. The attorney for The Campbell Estate has requested some changes to the Grant of Easement and wrote to me earlier concerning those matters. I have prepared a new form of grant and have sent it to him, along with a request for the mortgagees consent as he has also requested.

5. Kyo-ya Company, Ltd. is ready and willing to proceed with the construction of the beachwalk improvement, and as mentioned, will do all it can to obtain required clearances by your March 3, 1982 date.

Very truly yours,



ARTHUR K. GOTO

AKG:al

cc: Donald Goo, A.I.A.  
Kyo-ya Company, Ltd.  
The Sheraton Corporation  
Attn: Messrs. Takahashi  
Nishizaki  
Arakawa

enclosure

KASHIWA, IWAI, MOTOOKA AND GOTO

GENRO KASHIWA  
WILFRED K. IWAI  
MILTON M. MOTOOKA  
ARTHUR K. GOTO  
PETER T. KASHIWA

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225 QUEEN STREET  
HONOLULU, HAWAII 96813

TELEPHONE (808) 521-4943  
TELEGRAPHIC ADDRESS  
"KASHLAW HONOLULU"  
TELEX 7430338  
CALL BACK "KKLAW"

February 19, 1982

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

Dear Mr. Hart:

Re: Sheraton Maui Beach Right of Way  
TMK: 4-4-8-5 Kaanapali, Maui

1. Please find enclosed, a copy of the latest plans for the above-referenced beach right of way, bearing revision date February 18, 1982. I believe it incorporates such matters as were mentioned in your letter dated February 3, 1982.

2. With regard to the signs, it escaped my attention, but the plans with revision date July 13, 1981 had called for two signs, one being the standard sign, and the second one, immediately adjacent to the entrance reading "Public Parking" in lieu of "Public Right of Way". I trust this meets with your approval.

3. The plans indicate that the six foot sidewalk is to be constructed immediately adjacent to the property boundary. I wonder if we may have your permission to leave about a two foot distance between the boundary and the sidewalk in order that we may plant a hedge in that area. The reason is that the Kaanapali Beach Hotel has its service driveway immediately next to the boundary, to include its rubbish area and its loading area. This is a very unsightly scene to visitors to the beach who will be using the sidewalk. We believe it is in the interest of all concerned to be able to screen out this view with the hedge. As noted, we will also plant a second hedge along the ten-foot border as you indicated in your letter of February 3, 1982.

RECEIVED  
FEB 21 3 17 PM '82  
COUNTY OF MAUI

KASHIWA, IWAI, MOTOOKA AND GOTO

ATTORNEYS AT LAW

A LAW CORPORATION

Mr. Christopher L. Hart

February 19, 1982

Page 2

4. May I have your comments on this matter, as well as any comments you may have about the revised plan, to include, if possible the approval of your Department to the plan.

Very truly yours,



ARTHUR K. GOTO

AKG:al

enclosure

cc: Kyo-ya Company, Ltd.

The Sheraton Corporation

Attn: Messrs. Takahashi

Nizhizaki

Donald Goo, A.I.A.

Guy Archer, Deputy Corp.

Counsel





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

February 19, 1982

RECEIVED  
FEB 24 1 42 PM '82  
DEPT. OF CORP. COUNSEL  
COUNTY OF MAUI

MEMO TO: Bill Medeiros, Planner  
F R O M: Guy Archer, Deputy Corporation Counsel  
SUBJECT: Sheraton Maui Beach Right of Way

I spoke with Arthur K. Goto, Esq., this afternoon, and he indicated that his firm was taking action on the matter, including obtaining consent from the mortgage holder and approval from the trustees of Campbell Estate. Mr. Goto mentioned that he has just written to Chris Hart, and I suggest that we review the most recent correspondence. In the meantime, I have put a call into Mr. Steve MacMillan at the Campbell Estate to find out what problems the Estate may have on this matter. I recommend that we defer initiating an SMA revocation action until this office has had a reasonable opportunity to investigate and settle the case.

*Guy Archer*  
GUY ARCHER  
Deputy Corporation Counsel

GA: jkm

GENRO KASHIWA  
WILFRED K. IWAI  
MILTON M. MOTOOKA  
ARTHUR K. GOTO  
PETER T. KASHIWA

KASHIWA, IWAI, MOTOOKA AND GOTO

ATTORNEYS AT LAW  
A LAW CORPORATION  
SUITE 302 TOWN TOWER AT HARBOR SQUARE  
225 QUEEN STREET  
HONOLULU, HAWAII 96813

RECEIVED

TELEPHONE (808) 521-4943

TELEGRAPHIC ADDRESS  
KASHLAW HONOLULU"

TELEX 7430338

CALL BACK "KKLAW"

February 23, 1982

✓  
Mr. Christopher L. Hart  
Maui Planning Commission  
County of Maui  
200 S. High Street  
Wailuku, Maui 96793

Dear Mr. Hart:

Re: Sheraton Maui Hotel  
Beach Access Pedestrian Easement

1. Thank you for your call on Monday, February 22, 1982.
2. As I understand our discussion, you advised that there is no objection to constructing the sidewalk in such a manner that there is some space between the south edge (the side closest to the Kaanapali Beach Hotel) of the easement, and the paved sidewalk, provided the sidewalk remains six feet wide.
3. Additionally, you advised that you would like us to plant some other type of hedge besides oleander along the boundary fence separating the Sheraton Maui Hotel from the Kaanapali Beach Hotel in order to be sure that the foliage does not grow so thick or lush as to preclude passage of pedestrians on the full six feet of the sidewalk.
4. Thank you for this consideration. We believe the area will be much enhanced by allowing us to screen off the activities of the Kaanapali Beach Hotel's rubbish storage and loading/unloading facilities in this manner, and shall

KASHIWA, IWAI, MOTOOKA AND GOTO

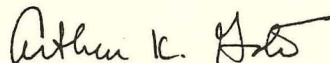
ATTORNEYS AT LAW

A LAW CORPORATION

Mr. Christopher L. Hart  
February 23, 1982  
Page 2

construct the easement in that manner. We do not anticipate revising the plan (which at present bears the revision date February 18, 1982) to show this change, but shall have the hotel incorporate the change by written agreement with the contractor.

Very truly yours,



ARTHUR K. GOTO

AKG:al

cc: Kyo-ya Company, Ltd.  
The Sheraton Corporation  
Attn: Messrs. Takahashi  
Nishizaki  
Equitable Life Assurance Society  
Attn: Mr. Gerald Flieder  
A. James Wriston, Esq.  
Robert Strand, Esq.  
Donald Goo, A.I.A.  
Guy Archer, Esq.  
Deputy Corp. Counsel



40' FT SHORE-  
LINE SETBACK

OCEAN

SAND BEACH  
GRASS

VEGETATION LINE

OLEANDER HEDGE  
PLANTED ON THE EASEMENT  
LINE.

40' SETBACK LINE

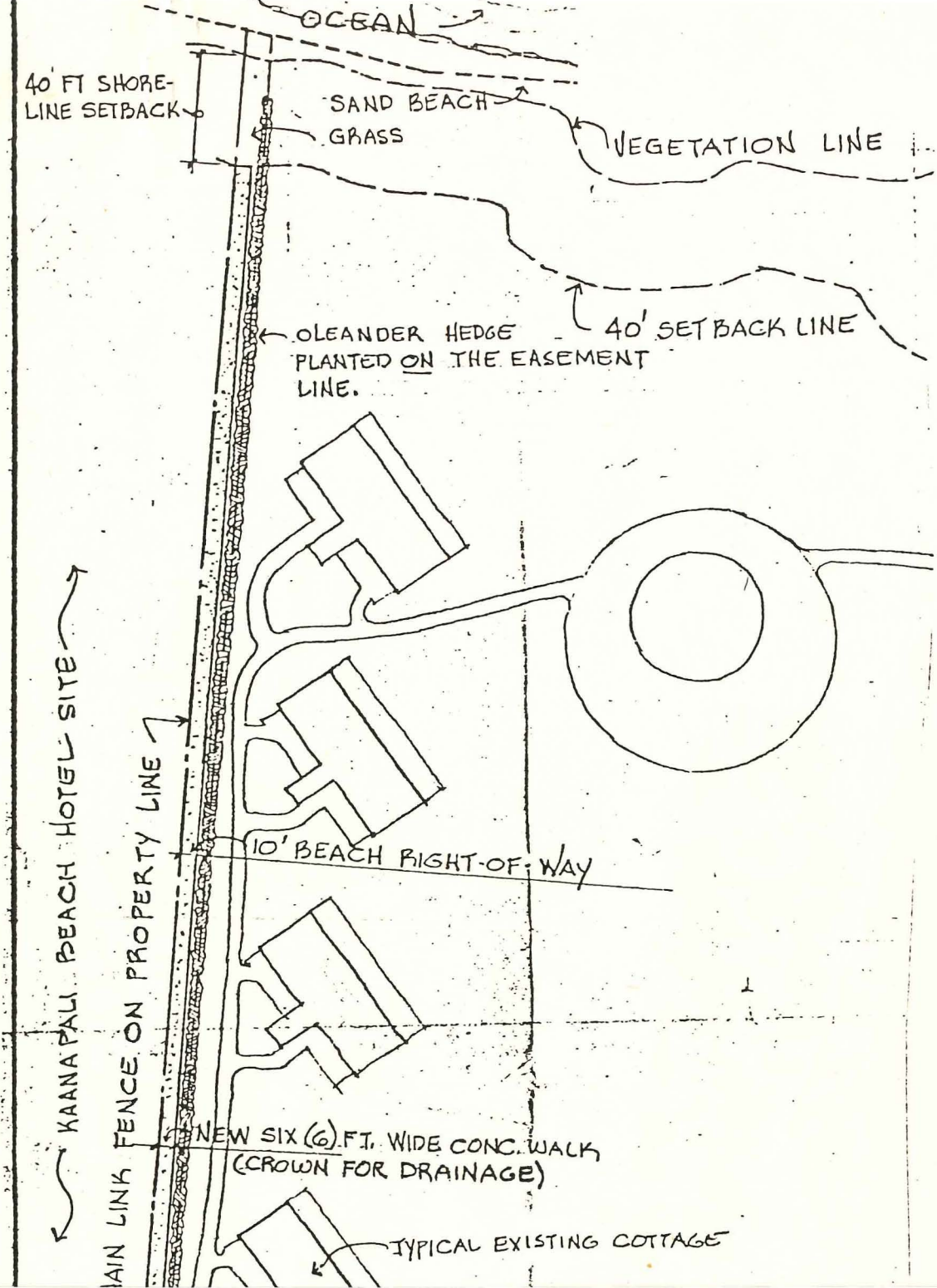
KAANAPALI BEACH HOTEL SITE

MAIN LINK FENCE ON PROPERTY LINE

10' BEACH RIGHT-OF-WAY

NEW SIX (6) FT. WIDE CONC. WALK  
(CROWN FOR DRAINAGE)

TYPICAL EXISTING COTTAGE



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

*file*



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

February 3, 1982

Mr. Arthur K. Goto, Attorney  
Suite 302 Town Tower at Harbor Square  
225 Queen Street  
Honolulu, Hawaii 96813

Dear Mr. Goto:

Re: Sheraton Maui Beach Right-of-Way (BROW)  
TMK 4-4-08:5, Kaanapali, Maui

In a personal year-end review of pending matters, I note in the last communication regarding the above dated July 10, 1981, Item No. 3, you state that:

"We shall keep you advised of the progress..." of the Beach Right-of-way plan approval process by "... the Trustees of the Estate of James Campbell, Deceased, and one of the Amfac divisions or subsidiaries..."

For your information this office has received no further response to this obvious violation of your Special Management Area (SMA) Permit dated October 11, 1977.

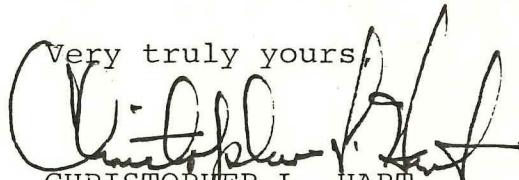
In addition, I have the following positive comments for further refinement of said BROW plan:

1. The existing property line fence separating the Sheraton Maui and Kaanapali Beach Hotel projects should be identified.
2. The Oleander Hedge should be planted exactly on the ten (10) ft. BROW line to insure that the six (6) ft. wide concrete sidewalk will not be obstructed due to a lack of hedge maintenance. In addition, said hedge should be maintained at a four (4) ft. maximum height, in order to permit visual contact with all public users; as a measure to insure that the public health, safety and welfare is maintained over the entire 720 ft. length.

3. That the concrete paved walkway portion of the required ten (10) ft. wide BROW shall be increased from five (5) ft. to six (6) ft., in order to provide for a safer and improved accommodation of two-way pedestrian traffic over the 720 ft. distance to the ocean. (Please note Condition No. 8 of the SMA Permit.)
4. The asphalt paved area for the five (5) car public parking lot should be extended six (6) ft. minimum in accordance with Attachment Nos. 1 & 2, in order to facilitate the maneuvering of vehicles seeking egress from said lot.
5. Both the BROW and parking signs shall be constructed and installed in accordance with Attachment No. 3, minus the "Eucalyptus or Keawe logs."

(The foregoing comments are documented on Attachment Nos. 1, 2 & 3.)

Please be advised that this office expects immediate implementation of the above BROW plan, and that failure to comply within a period of thirty (30) days will result in the initiation of legal proceedings.

Very truly yours,  
  
CHRISTOPHER L. HART  
Deputy Planning Director

Attachments

cc: Mayor Tavares (w/attachments)  
H. Nakamura  
H. R. Betts  
G. Archer  
✓ T. Ishikawa  
A. Shinmoto  
T. Takahashi

CLH:di



7mk 4-4-08:5

May 7, 1981

MEMORANDUM

TO: Honorable Hannibal Tavares, Mayor  
FROM: Tosh Ishikawa, Planning Director  
SUBJECT: Beach Right-of-way - Sheraton Maui Hotel

As requested please find attached appropriate documents pertaining to the above referenced matter.

Please contact my office should you have any questions.

TOSH ISHIKAWA

RES



H. RODGER BETTS  
Corporation Counsel

DEPARTMENT OF THE CORPORATION COUNSEL

COUNTY OF MAUI  
WAILUKU, MAUI, HAWAII 96793  
TELEPHONE 244-7740

RECEIVED  
OCT 22 8 45 AM '82

PLANNING  
COUNTY OF MAUI

October 21, 1982

Arthur K. Goto, Esq.  
Iwai, Motooka & Goto  
820 Mililani Street  
Suite 502  
Honolulu, Hawaii 96813

Dear Mr. Goto:

RE: Sheraton Maui Hotel, Beach Access  
Easement

I have reviewed the revised Grant of Nonexclusive Easement (10/14/82) and find the document to be in form satisfactory to the County of Maui. With respect to the requirements of the Subdivision Ordinance, I will review current procedures and will advise you what documents need to be submitted to accomplish final subdivision approval.

Very truly yours,

DEPARTMENT OF THE  
CORPORATION COUNSEL

*Guy P. D. Archer*  
GUY P. D. ARCHER

Deputy Corporation Counsel

GPDA:jso

cc: ✓ Christopher L. Hart, Deputy  
Planning Director  
Aaron Shinmoto, Land Use and  
Codes Administrator

RECORDATION REQUESTED BY:

AFTER RECORDATION, RETURN TO:

RETURN BY: MAIL ( ) PICKUP ( )

SPACE ABOVE THIS LINE FOR REGISTRAR'S USE

[PERPETUAL]  
GRANT OF NONEXCLUSIVE EASEMENT

THIS INDENTURE made this \_\_\_\_\_ day of \_\_\_\_\_, 1982, by and among the TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED, acting in their fiduciary and not in their individual corporate capacities, hereinafter called the "Grantor", KYO-YA COMPANY, LTD., a Hawaii corporation, hereinafter called the "Lessee", and the COUNTY OF MAUI, a body politic and political subdivision of the State of Hawaii, whose principal place of business and post office address is 200 South High Street, Wailuku, Maui, Hawaii 96793, hereinafter called the "Grantee".

W I T N E S S E T H :

WHEREAS, the Grantor is the fee owner of land affected by easements being granted herein, which land is described in Exhibit "A", attached hereto and made a part hereof; and

WHEREAS, the Lessee is the owner of the Sheraton Maui Hotel and is the holder of a Special Management Area Permit issued by the Maui Planning Commission on October 17, 1977; and

WHEREAS, Hawaii Rev. Stat. §205A-26 requires that all development within the special management area shall



provide adequate access, by dedication or other means, to publicly owned or used beaches; and

WHEREAS, the Maui Planning Commission is requiring Lessee to construct and maintain, as part of the hotel grounds, a beach right of way and to provide five paved parking stalls immediately adjacent and identified for public use;

NOW, THEREFORE, for and in consideration of the premises and of the covenants and agreements herein contained, the Grantor and the Lessee do hereby grant and convey unto the Grantee, its successors and assigns <sup>[forever, ... lease)]</sup> <sup>[perpetual]</sup> ~~a~~ non-exclusive right of way and easement of public access at the Sheraton Maui Hotel as more fully described in Exhibit <sup>[A]</sup> "B", attached hereto and made a part hereof, hereinafter called "Easement Areas."

TOGETHER WITH all landscaping, pavement, signs and other improvements thereon.

SUBJECT, HOWEVER, TO THE RESERVATION IN FAVOR OF THE GRANTOR AND LESSEE AS FOLLOWS:

(a) the right to themselves, their successors and assigns, including without limitation their officers, employees, agents, guests, and invitees, in common with the Grantee and the public, to full, free and unobstructed access from its adjoining lands to the beach in, upon, through, over and across the Easement Areas;

(b) the right to themselves, their successors and assigns, to construct, reconstruct, repair, replace maintain, and make secure the paved walkway located on the Easement Areas;

(c) the right to themselves, their successors and assigns, in favor of its adjoining lands, the dominant estate, and third parties, including any public utility or governmental authority, to designate and grant easements in, upon, above, through, over, under and across the Easement Areas to construct, install, repair, replace, maintain and operate lines or other transmission facilities and appurtenances for electricity, gas, telephone, water, sewer, drainage and similar services and utilities;

(d) the right to themselves, their successors and assigns, subject to the rights and obligations hereby created, to mortgage the fee simple or leasehold interest in the Easement Areas or permit any other security interest therein without the further consent of the Grantee; and

(e) the right of themselves, their successors and assigns, to transfer or assign any part or all of their interests, rights, obligations or liabilities held under this indenture; and upon such transfer or assignment, the Grantor or the Lessee, as the case may be, shall be deemed automatically released and discharged from the obligations and liabilities of this indenture to the extent that the transferee or assignee provides written assurance to the Grantee that all obligations and liabilities to be performed hereunder will be performed.

SUBJECT, FURTHER, to such easements and rights of way as may be disclosed by public records or as may otherwise legally exist.

TO HAVE AND TO HOLD the Easement Areas, together with all improvements, rights, privileges, and appurtenances thereunto belonging or appertaining, unto the

Grantee, its successors and assigns, for the duration of that certain Lease set forth in Amendment to Lease (the "Lease") dated June 28, 1968, by and between Amfac, Inc., a Hawaii corporation, as Lessor, and Sheraton Maui Corporation, predecessor in interest to Kyo-ya Company, Ltd., as Lessee, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 448807, as said Lease may be extended or renewed.

AND THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

1. Use of Easement Areas. The Grantee shall not use, or permit the use of, the Easement Areas, except for pedestrian travel to and from the beach and adjoining ocean waters.

2. Liens. The Grantee will not commit or suffer any act or neglect whereby the Easement Areas or any improvement thereon shall become subject to any attachment, lien, charge or encumbrance whatsoever, and shall indemnify and hold harmless the Grantor and the Lessee from and against all attachments, liens, charges, encumbrances and expenses resulting therefrom, except those that may occur or arise out of the acts or neglect of the Grantor or the Lessee.

3. Taxes and Assessments. The Grantee shall pay or cause to be paid, when due, the amount of all taxes, rates, assessments and other outgoings of every description as to which the Easement Areas or any part thereof may become liable, whether assessed to or payable by the Grantor, the Lessee or the Grantee.



4. Compliance with Laws. The Grantee shall comply with all of the requirements of municipal, state and federal authorities and shall observe all municipal ordinances, state and federal statutes, and rules and regulations now in force or which may hereinafter be in force, except as otherwise expressly agreed herein.

5. Covenant against Discrimination. The use of the Easement Areas shall not be in support of any policy which discriminates against any person based upon sex, race, creed, or national origin.

6. Waste. The Grantee shall not commit, suffer or permit to be committed any waste, nuisance, strip or unlawful, improper or offensive use of the Easement Areas or any part thereof.

7. Assignment. The Grantee shall not transfer or assign this grant of easement or any interest therein without the prior written consent of the Grantor and the Lessee.

8. Parting with Possession. The Grantee shall not rent or otherwise part with possession of the whole or any portion of the Easement Areas, nor use or permit the use of said areas for any business or commercial purpose, or for any other purpose not expressly permitted or allowed herein, without the prior written consent of the Grantor and the Lessee.

9. Mortgage. The Grantee shall not mortgage, hypothecate or pledge the Easement Areas, or any portion thereof, or this grant or any interest therein, and any such attempted mortgage, hypothecation or pledge shall be deemed null and void.

10. Inspection. The Grantee shall permit the Grantor, the Lessee, and their agents at all reasonable times herein to enter the Easement Areas to examine the state of repair and condition, and the Lessee and its agents shall maintain and repair the Easement Areas and all defects thereto as required herein for the duration of its lease.

11. Maintenance. The lessee, for the duration of its lease, shall at its own cost and expense keep and maintain, as part of the hotel grounds, the Easement Areas, related irrigation systems, if any, and landscaped areas and any other facilities or areas related to or contained within the Easement Areas in good repair and safe condition, free from rubbish and debris, in accordance with the terms and conditions of the Special Management Area Permit issued on October 17, 1977. The Lessee, for the duration of its lease, shall maintain a standard County beach right of way sign publicly identifying the beach access and shall identify the five adjacent paved parking stalls for public use, pursuant to the terms of said Special Management Area Permit.

12. Condemnation. If all or any portion of the Easement Areas should be condemned for public purposes by the State or any other governmental authority other than the Grantee, then this grant shall be deemed automatically terminated as of the date condemnor shall take possession, and the Grantee shall not by reason of such condemnation be entitled to any claim against either the Grantor or the Lessee. Where only a portion of the Easement Areas is

taken which renders the remainder unsuitable for the use as a pedestrian walkway, the Grantee shall have the option to surrender this grant and be discharged and relieved from any further liability therefor.

13. Vehicular Access. In the interest of preserving the safety and security of residents and guests, it is understood and agreed that the Lessee shall have the authority in common with the Grantee to control vehicular access to and within the five paved parking stalls. Such control may extend to the establishment of specified hours on a daily basis, or otherwise, when such parking shall be permitted or prohibited, as the case may be, all as may be agreed upon by the Lessee and the Grantee. The agreement required by this section, and any amendments thereto, shall be in writing and executed by the Lessee and the Grantee, and shall be deemed a part hereof and shall represent the obligations of the parties as though expressly set forth herein.

14. Liability Insurance. The Lessee, for the duration of its lease, shall purchase and maintain from an insurance company licensed within the state a general liability insurance policy with minimum limits of \$300,000 per occurrence for personal injury, and \$100,000 per occurrence for property damage, which shall fully insure the Lessee, Grantor and the Grantee against any claim or suit by whomever brought arising out of any injury to person or property caused or allegedly caused by the negligence of Lessee or its agents in carrying out or in the performance of any obligation of Lessee pursuant to this instrument.



15. Indemnity by Grantee. The Grantee, its successors and permitted assigns, shall indemnify and hold harmless the Grantor, the Lessee, their successors and permitted assigns, from and against any claim or suit by whomsoever brought arising out of any injury to person or property caused or allegedly caused by the negligence of Grantee or its agents in carrying out or in the performance of any obligation of Grantee pursuant to this instrument.

16. Consent. Except as otherwise provided herein, the exercise of the rights reserved to the Grantor and the Lessee may be without notice to, consent from or joinder by the Grantee.

17. Amendments. The terms and conditions of this grant shall not be varied in its terms by any oral agreement or representation, nor otherwise except by an instrument in writing executed by all parties by their respective officers or other persons duly authorized.

18. Severability. In the event any term, covenant or condition contained in this grant is held invalid by any court, such invalidity shall not affect any other term, covenant or condition, provided, that such invalid provision shall be deemed automatically adjusted to conform to the requirements for validity as declared at such time, and, as so adjusted, shall be deemed a provision of this grant as though originally included herein.

19. Interpretation. The terms, covenants and conditions of this grant shall in all cases be construed simply according to their fair meaning and not strictly for or against any party. This grant shall be construed in accordance with the laws of the State of Hawaii.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year first above written.

THE TRUSTEES UNDER THE WILL  
AND OF THE ESTATE OF JAMES  
CAMPBELL, DECEASED, acting in their  
fiduciary and not in their indivi-  
dual corporate capacities

F. E. TROTTER, INC.

By \_\_\_\_\_  
Its President

W. H. McVAY, INC.

By \_\_\_\_\_  
Its President

P. R. CASSIDAY, INC.

By \_\_\_\_\_  
Its President

H. C. CORNUELLE, INC.

By \_\_\_\_\_  
Its President

("Grantor")

KYO-YA COMPANY, LTD.

By \_\_\_\_\_  
Its Vice President

("Lessee")

COUNTY OF MAUI

By \_\_\_\_\_  
Its Mayor

("Grantee")

APPROVED AS TO FORM  
AND LEGALITY:

\_\_\_\_\_  
Deputy Corporation Counsel  
County of Maui

[ ]



STATE OF HAWAII                    )  
                                      )  
COUNTY OF HONOLULU                )     SS.

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me appeared KATSUAKI HOSOYA, to me personally known, who, being by me duly sworn, did say that he is the Vice President of KYO-YA COMPANY, LTD., a Hawaii corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said KATSUAKI HOSOYA acknowledged said instrument to be the free act and deed of said corporation.

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

\_\_\_\_\_  
Notary Public, State of Hawaii

My Commission Expires:

STATE OF HAWAII                    )  
                                      )  
COUNTY OF MAUI                    )     SS.

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me appeared HANNIBAL TAVARES, to me personally known, who being by me duly sworn did say that he is the Mayor of the County of Maui, a political subdivision of the State of Hawaii, and that the seal affixed to the foregoing instrument is the lawful seal of the said County of Maui, and that the said instrument was signed and sealed in behalf of said County of Maui by authority of its Council, and the said HANNIBAL TAVARES acknowledged the said instrument to be the free act and deed of said County of Maui.

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

\_\_\_\_\_  
Notary Public, State of Hawaii

My Commission Expires:

New

EXHIBIT "A"

All of that certain parcel of land situate at Hanakaoo and Honokowai, Kaanapali, District of Lahaina, Island and County of Maui, State of Hawaii, described as follows:

Lot 53, area 23.291 acres, as shown on Map 13, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1744 of Pioneer Mill Company, Limited.

Being the same premises described in Transfer Certificate of Title No. 211,102, issued to the Trustees Under the Will and of the Estate of James Campbell, Deceased.

[A]  
EXHIBIT "B"  
—

Easement 37

(seven feet wide) as designated over and across Lot 53 as shown on Map 13; and

Easement 72

(three feet wide) as designated on Map 30 over and across Lot 53 as shown on Map 13,

all as filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1744 of Pioneer Mill Company, Limited, said Lot 53 being the land described in Transfer Certificate of Title No. 211,102 issued to the Trustees Under the Will and of the Estate of James Campbell, Deceased.



*Iwai, Motooka & Goto*

ATTORNEYS AT LAW

SUITE 502, HASEGAWA KOMUTEN BUILDING

820 MILILANI STREET

HONOLULU, HAWAII 96813

WILFRED K. IWAI  
MILTON M. MOTOOKA  
ARTHUR K. GOTO

RECEIVED  
ATTORNEY'S OFFICE

OCT 18 12 32 PM '82

COUNTY OF MAUI  
WAILUKU, HI 96793

AREA CODE 808  
TELEPHONE 537-1935

October 15, 1982

Guy P. D. Archer, Esq.  
Department of the Corporation Counsel  
County of Maui  
Wailuku, Maui, Hawaii 96793

Re: Sheraton Maui Hotel, Beach Access Easement

Dear Mr. Archer:

1. My regrets again at not providing a quicker response on this matter. You may have noticed that since our last communication, I have withdrawn from my former law firm, and my present law firm affiliation, address and telephone number are noted above. I would appreciate your noting the change in your records.

2. As you know, during the interim, work on the sidewalk and signs, as well as modification of the parking area was completed on or about June 8, 1982. I understand that several officers or officials of the County have been at the site and I trust have found it satisfactory. The area is presently being utilized by the public.

3. Attorneys for the Campbell Estate have advised me that Maui County could accomodate their desire to have the easement coterminous with the lease, provided that provisions are included in the grant instrument that the term would include any extensions or renewals of the lease. This would be in accordance with the similar provisions we are told exist in at least the Maui Marriott situation. On that basis, the draft bearing revision date "r.4/20/82" was revised to the form provided herein, and identified with the revision date "r.10/14/82". The major change as stated, is with respect to the term of the grant of easement being coterminous with the Sheraton Maui lease.

4. While neither the Campbell Estate nor Kyo-ya Company, Ltd. has approved the enclosed draft, it is in a form which the respective attorneys would recommend for approval and execution, and in

*Iwai, Motooka & Goto*

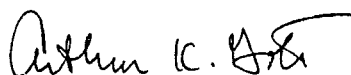
ATTORNEYS AT LAW

Guy P. D. Archer, Esq.  
October 15, 1982  
Page 2

my case would request approval of its mortgagee and Sheraton, if it is in a form satisfactory to the County of Maui. Therefore, we would appreciate your thoughts as to the revised form enclosed. We have indicated the changes with red ink on one of the enclosed copies.

5. I wonder if you would also advise me on any changes which may have occurred with respect to the question regarding subdivision necessity for this matter. Hopefully it will not be required, or with the support of the Planning Commission, and perhaps your office, we could request a waiver of the possible requirement in this instance through an informal letter request.

Very truly yours,



ARTHUR K. GOTO

AKG/cn

enclosure

cc: Ashford and Wriston (A. James Wriston, Esq.)  
Attorneys for Campbell Estate  
Carlsmith, Carlsmith, Wichman and Case  
(Robert Strand, Esq.)  
Attorneys for AMFAC, Inc.

*Sham*

# NEWS RELEASE

INFORMATION OFFICE  
County Building, 9th Floor  
200 S. High Street  
Wailuku, Maui, Hawaii 96793  
Phone (808) 244-7866

RECEIVED

INFORMATION OFFICE  
County of Maui

JUN 8 8 44 AM '82  
DEPT. OF PLANNING  
COUNTY OF MAUI

JUNE 9, 1982

## TWO BEACH RIGHT-OF-WAYS

The Sheraton-Maui Hotel at Kaanapali has opened a beach right-of-way to the public as a result of a continuous concern by the County for public access and in compliance with the requirement of an SMA permit, announced Tosh Ishikawa, County Planning Director.

The Sheraton-Maui was notified by the County Planning Department in February 1981 that they were not in compliance with terms of their Special Management Area permit.

The beach right-of-way includes a five-stall public parking lot, identification signs, a six foot wide pedestrian sidewalk and appropriate landscape planting.

The five-stall parking lot has a direct driveway access from the Royal Kaanapali Beach Parkway and is separate from the main parking lot in order to provide direct public driveway access to the parking lot. The public access is located along the boundary of the Kaanapali Beach Hotel and the Sheraton-Maui Hotel.

An additional public beach access makai of Front Street will soon be available to Lahaina residents located in the vicinity of the Aholo and Kauaula Street subdivisions.

The beach right-of-way is located in the vicinity of the intersection of Front and Kauaula Streets and will provide a safer access for children and adults in this highly residential area.

The Hawaii Omori Corporation has donated the 4 ft. x 130 ft. strip



May 11, 1982

Memorandum

To: Howard Nakamura, Managing Director  
From: Christopher L. Hart, Deputy Planning Director  
Subject: Sheraton-Maui Beach Right-of-Way (B.R.O.W.) Progress Report

I. May 5, 1982 - Planning Department Staff conducted a site inspection of the proposed B.R.O.W. to determine the construction progress; estimated project completion date April 30, 1982. Current condition of the B.R.O.W. is as follows (photos are attached for your reference):

A.) Status - Not open to the public. Parking area and B.R.O.W. are roped off.

B.) Completed Improvements -

1. Grading
2. Concrete walkway (entire length of B.R.O.W.)
3. Parking area modified and repaved
4. Parking area restriped

C.) Improvements Not Yet Completed -

1. Landscape planting
2. Appropriate signage, including parking stall markings.
3. Related parking lot modifications not adjacent to B.R.O.W., e.g. (removal of former access point).

It is apparent that while substantial progress has been made in the actual construction of the B.R.O.W.; however, final improvements such as landscape planting and installation of appropriate signage has not been implemented.



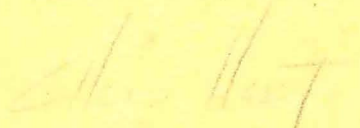
May 11, 1982

II. May 9, 1982 The Planning Department Staff conducted another site inspection of the subject B.R.O.W. and notes the following additional improvements:

1. B.R.O.W. and parking are open to the public.
2. Signage installed
3. 5-stall parking lot being well used by the public.  
(At 2:00 p.m. seven (7) cars were observed in the 5-stall area).

The landscape planting i.e. (Stephanotis vine on fence and Oleander hedge) have not yet been installed.

The Planning Department will continue to monitor the progress of this project and will keep you informed relative to the final completion.

  
CHRISTOPHER L. HART

WM:hk

Encl. (photos)

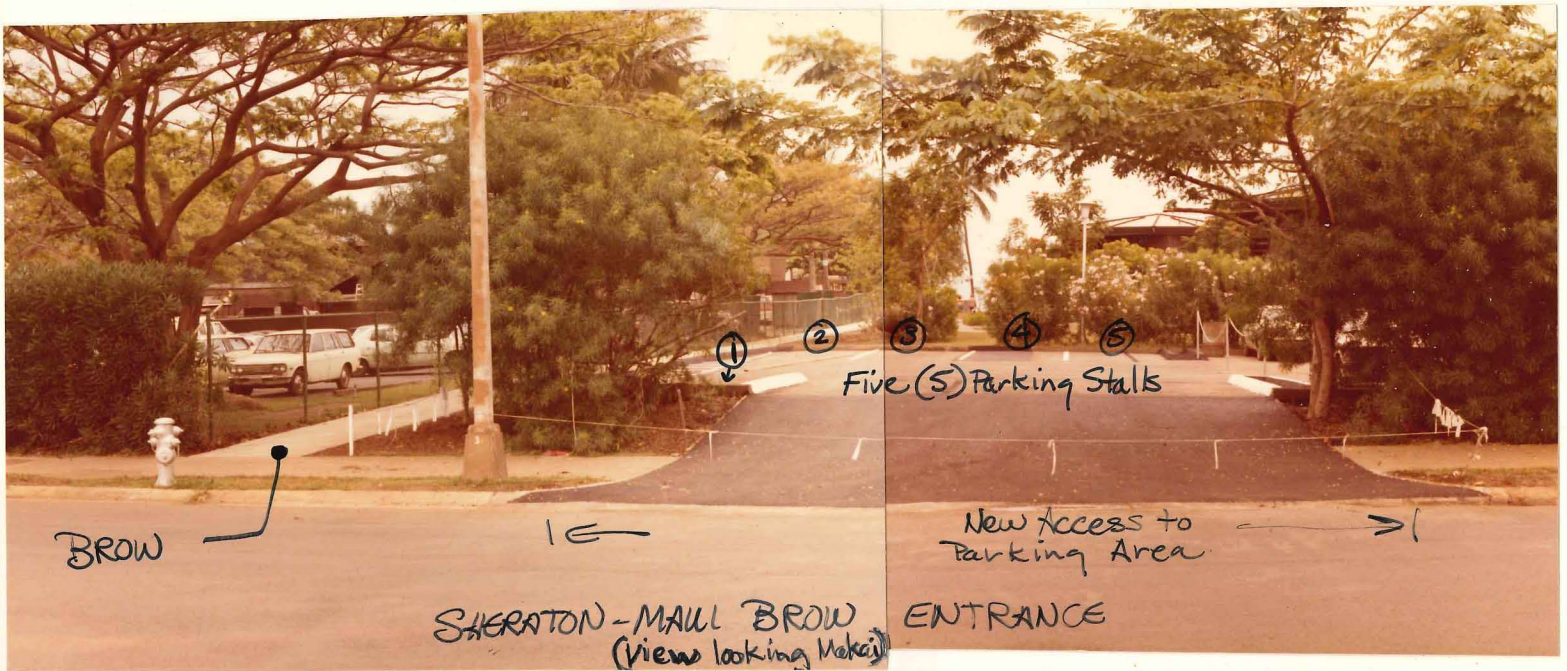
cc: H. R. Betts  
R. Masuda  
G. Archer  
A. Shinmoto  
T. Ishikawa  
W. Medeiros



SHERATON MAUI

BEACH RIGHT OF WAY

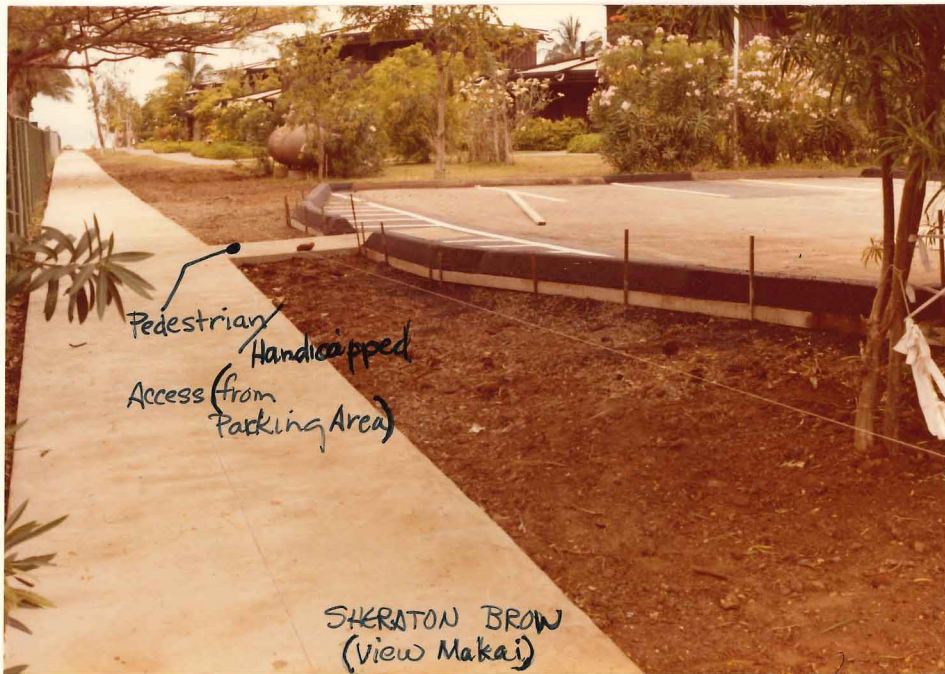
Photographs taken on May 5, 1982







SHERATON BROW  
(Access to Beach)



Pedestrian  
Handicapped  
Access (from  
Parking Area)

SHERATON BROW  
(View Makai)



SHERATON BROW  
(View Mauka)



HANNIBAL TAVARES  
Mayor



H. RODGER BETTS  
Corporation Counsel

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

April 22, 1982

Arthur K. Goto, Esq.  
Kashiwa, Iwai, Motooka & Goto  
Suite 302, Town Tower at Harbor Square  
225 Queen Street  
Honolulu, Hawaii 96813

Re: Sheraton Maui Hotel  
Beach Access Easement

Dear Mr. Goto:

I have reviewed your revision of Grant of Perpetual Nonexclusive Easement and find the same to be acceptable except for your proposed paragraph 15. I suggest that the indemnity language parallel the language in the preceeding paragraph pertaining to liability insurance. Also, I have deleted the last few words from paragraph 14 which are unnecessary as a result of your revision.

I have enclosed a retyped copy bearing the identification "r. 4/20/82" at the bottom, which revised copy incorporates all your changes made on 4/15/82, except for the superseding items mentioned above. I have forwarded a copy to A. James Wriston, Jr. for review and comment. Several alternatives to the subdivision application process have been mentioned, but to date the matter has not proceeded beyond the discussion stage. I appreciate your cooperation and attention to this matter and am glad to hear that construction has commenced on the pedestrian walkway.

Very truly yours,

  
GUY P. D. ARCHER  
Deputy Corporation Counsel

GPDA:yh

Encl.

cc: A. James Wriston, Esq.  
Mr. Chris Hart, Deputy Director  
Department of Planning  
County of Maui

RECORDATION REQUESTED BY:

AFTER RECORDATION, RETURN TO:

RETURN BY: MAIL ( )

---

GRANT OF PERPETUAL NONEXCLUSIVE EASEMENT

THIS INDENTURE made this \_\_\_\_\_ day of \_\_\_\_\_, 1982, by and among the TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED, acting in their fiduciary and not in their individual corporate capacities, hereinafter called the "Grantor", KYO-YA COMPANY, LTD., a Hawaii corporation, hereinafter called the "Lessee", and the COUNTY OF MAUI, a body politic and political subdivision of the State of Hawaii, whose principal place of business and post office address is 200 South High Street, Wailuku, Maui, Hawaii 96793, hereinafter called the "Grantee".

W I T N E S S E T H:

WHEREAS, the Grantor is the fee owner of land affected by easements being granted herein; and

WHEREAS, the Lessee is the owner of the Sheraton Maui Hotel and is the holder of a Special Management Area Permit issued by the Maui Planning Commission on October 17, 1977; and



WHEREAS, Hawaii Rev. Stat. §205A-26 requires that all development within the special management area shall provide adequate access, by dedication or other means, to publicly owned or used beaches; and

WHEREAS, the Maui Planning Commission is requiring Lessee to construct and maintain as part of the hotel grounds, a beach right of way and to provide five paved parking stalls immediately adjacent and identified for public use;

NOW, THEREFORE, for and in consideration of the premises and of the covenants and agreements herein contained, the Grantor and the Lessee do hereby grant and convey unto the Grantee, its successors and assigns, forever, (except that Lessee's grant and conveyance is for the duration of its lease) a perpetual, nonexclusive right of way and easement of public access at the Sheraton Maui Hotel as more fully described in Exhibit A annexed hereto and made a part hereof, hereinafter called "Easement Areas."

TOGETHER WITH all landscaping, pavement, signs and other improvements thereon.

SUBJECT, HOWEVER, TO THE RESERVATION IN FAVOR OF THE GRANTOR AND LESSEE AS FOLLOWS:

(a) the right to themselves, their successors and assigns, including without limitation their officers, employees, agents, guests, and invitees, in common with the Grantee and the public, to full, free and unobstructed access from its adjoining lands to the beach in, upon, through, over and across the Easement Areas;

(b) the right to themselves, their successors and assigns, to construct, reconstruct, repair, replace,

maintain, and make secure the paved walkway located on the Easement Areas;

(c) the right to themselves, their successors and assigns, in favor of its adjoining lands the dominant estate, and third parties, including any public utility or governmental authority, to designate and grant easements in, upon, above, through, over, under and across the Easement Areas to construct, install, repair, replace, maintain and operate lines or other transmission facilities and appurtenances for electricity, gas, telephone, water, sewer, drainage and similar services and utilities;

(d) the right to themselves, their successors and assigns, subject to the rights and obligations hereby created, to mortgage the fee simple or leasehold interest in the Easement Areas or permit any other security interest therein without the further consent of the Grantee; and

(e) the right of themselves, their successors and assigns, to transfer or assign any part or all of their interests, rights, obligations or liabilities held under this indenture; and upon such transfer or assignment, the Grantor or the Lessee, as the case may be, shall be deemed automatically released and discharged from the obligations and liabilities of this indenture to the extent that the transferee or assignee provides written assurance to the Grantee that all obligations and liabilities to be performed hereunder will be performed.

SUBJECT, FURTHER, to such easements and rights of way as may be disclosed by public records or as may otherwise legally exist.

TO HAVE AND TO HOLD the Easement Areas, together with all improvements, rights, privileges, and appurtenances thereunto belonging or appertaining, unto the Grantee, its successors and assigns, forever.

AND THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

1. Use of Easement Areas. The Grantee shall not use, or permit the use of, the Easement Areas, except for pedestrian travel to and from the beach and adjoining ocean waters.

2. Liens. The Grantee will not commit or suffer any act or neglect whereby the Easement Areas or any improvement thereon shall become subject to any attachment, lien, charge or encumbrance whatsoever, and shall indemnify and hold harmless the Grantor and the Lessee from and against all attachments, liens, charges, encumbrances and expenses resulting therefrom, except those that may occur or arise out of the acts or neglect of the Grantor or the Lessee.

3. Taxes and Assessments. The Grantee shall pay or cause to be paid, when due, the amount of all taxes, rates, assessments and other outgoings of every description as to which the Easement Areas or any part thereof may become liable, whether assessed to or payable by the Grantor, the Lessee or the Grantee.

4. Compliance with Laws. The Grantee shall comply with all of the requirements of municipal, state and federal authorities and shall observe all municipal ordinances, state and federal statutes, and rules and regulations now in force or which may hereinafter be in

force, except as otherwise expressly agreed herein.

5. Covenant against Discrimination. The use of the Easement Areas shall not be in support of any policy which discriminates against any person based upon sex, race, creed, or national origin.

6. Waste. The Grantee shall not commit, suffer or permit to be committed any waste, nuisance, strip or unlawful, improper or offensive use of the Easement Areas or any part thereof.

7. Assignment. The Grantee shall not transfer or assign this grant of easement or any interest therein without the prior written consent of the Grantor and the Lessee.

8. Parting with Possession. The Grantee shall not rent or otherwise part with possession of the whole or any portion of the Easement Areas, nor use or permit the use of said areas for any business or commercial purpose, or for any other purpose not expressly permitted or allowed herein, without the prior written consent of the Grantor and the Lessee.

9. Mortgage. The Grantee shall not mortgage, hypothecate or pledge the Easement Areas, or any portion thereof, or this grant or any interest therein, and any such attempted mortgage, hypothecation or pledge shall be deemed null and void.

10. Inspection. The Grantee shall permit the Grantor, the Lessee, and their agents at all reasonable times herein to enter the Easement Areas to examine the state of repair and condition, and the Lessee and its agents shall maintain and repair the Easement Areas and all defects

thereto as required herein for the duration of its lease.

11. Maintenance. The Lessee, for the duration of its lease, shall at its own cost and expense keep and maintain, as part of the hotel grounds, the Easement Areas in good repair and safe condition, free from rubbish and debris, in accordance with the terms and conditions of the Special Management Area Permit issued on October 17, 1977. The Lessee, for the duration of its lease, shall maintain a standard County beach right of way sign publicly identifying the beach access and shall identify the five adjacent paved parking stalls for public use, pursuant to the terms of said Special Management Area Permit.

12. Condemnation. If all or any portion of the Easement Areas should be condemned for public purposes by the State or any other governmental authority other than the Grantee, then this grant shall be deemed automatically terminated as of the date condemnor shall take possession, and the Grantee shall not by reason of such condemnation be entitled to any claim against either the Grantor or the Lessee. Where only a portion of the Easement Areas is taken which renders the remainder unsuitable for the use as a pedestrian walkway, the Grantee shall have the option to surrender this grant and be discharged and relieved from any further liability therefor.

13. Vehicular Access. In the interest of preserving the safety and security of residents and guests, it is understood and agreed that the Lessee shall have the authority in common with the Grantee to control vehicular access to and within the five paved parking stalls. Such control may extend to the establishment of specified hours on a daily basis, or otherwise, when such parking shall be permitted or



prohibited, as the case may be, all as may be agreed upon by the Lessee and the Grantee. The agreement required by this section, and any amendments thereto, shall be in writing and executed by the Lessee and the Grantee, and shall be deemed a part hereof and shall represent the obligations of the parties as though expressly set forth herein.

14. Liability Insurance. The Lessee, for the duration of its lease, shall purchase and maintain from an insurance company licensed within the state a general liability insurance policy with minimum limits of \$300,000 per occurrence for personal injury, and \$100,000 per occurrence for property damage, which shall fully insure the Lessee, Grantor and the Grantee against any claim or suit by whomsoever brought arising out of any injury to person or property caused or allegedly caused by the negligence of Lessee or its agents in carrying out or in the performance of any obligation of Lessee pursuant to this instrument.

15. Indemnity by Grantee. The Grantee, its successors and permitted assigns, shall indemnify and hold harmless the Grantor, the Lessee, their successors and permitted assigns, from and against any claim or suit by whomsoever brought arising out of any injury to person or property caused or allegedly caused by the negligence of Grantee or its agents in carrying out or in the performance of any obligation of Grantee pursuant to this instrument.

16. Consent. Except as otherwise provided herein, the exercise of the rights reserved to the Grantor and the Lessee may be without notice to, consent from or joinder by the Grantee.

17. Amendments. The terms and conditions of this grant shall not be varied in its terms by any oral agreement or representation, nor otherwise except by an instrument in writing executed by all parties by their respective officers or other persons duly authorized.

18. Severability. In the event any term, covenant or condition contained in this grant is held invalid by any court, such invalidity shall not affect any other term, covenant or condition, provided, that such invalid provision shall be deemed automatically adjusted to conform to the requirements for validity as declared at such time, and, as so adjusted, shall be deemed a provision of this grant as though originally included herein.

19. Interpretation. The terms, covenants and conditions of this grant shall in all cases be construed simply according to their fair meaning and not strictly for or against any party. This grant shall be construed in accordance with the laws of the State of Hawaii.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year first above written.

THE TRUSTEES UNDER THE WILL  
AND OF THE ESTATE OF JAMES  
CAMPBELL, DECEASED

F. E. TROTTER, INC.

By \_\_\_\_\_  
Its President

W. H. McVAY, INC.

By \_\_\_\_\_  
Its President

P. R. CASSIDAY, INC.

By \_\_\_\_\_  
Its President

H. C. CORNUELLE, INC.

By \_\_\_\_\_  
Its President

KYO-YA COMPANY, LTD.

By \_\_\_\_\_  
Its Vice President

COUNTY OF MAUI

By \_\_\_\_\_  
Its Mayor

APPROVED AS TO FORM  
AND LEGALITY:

\_\_\_\_\_  
Deputy Corporation Counsel  
County of Maui

STATE OF HAWAII )  
 : SS.  
CITY AND COUNTY OF HONOLULU )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_,  
before me appeared \_\_\_\_\_,  
to me personally known, who, being by me duly sworn, did say  
that he is the President of F. E. TROTTER, INC., a  
\_\_\_\_\_ corporation; that the seal affixed to  
the foregoing instrument is the corporate seal of said  
corporation, and that said instrument was signed and sealed  
in behalf of said corporation by authority of its Board of  
Directors, and the said officer acknowledged said instrument  
to be the free act and deed of said corporation.

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

\_\_\_\_\_  
Notary Public, State of Hawaii

My commission expires \_\_\_\_\_

STATE OF HAWAII )  
 : SS.  
CITY AND COUNTY OF HONOLULU )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_,  
before me appeared \_\_\_\_\_,  
to me personally known, who, being by me duly sworn, did say  
that he is the President of W. H. McVAY, INC., a  
\_\_\_\_\_ corporation; that the seal affixed to  
the foregoing instrument is the corporate seal of said  
corporation, and that said instrument was signed and sealed  
in behalf of said corporation by authority of its Board of  
Directors, and the said officer acknowledged said instrument  
to be the free act and deed of said corporation.

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

\_\_\_\_\_  
Notary Public, State of Hawaii

My commission expires \_\_\_\_\_

STATE OF HAWAII )  
 : SS.  
CITY AND COUNTY OF HONOLULU )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_,  
before me appeared \_\_\_\_\_,  
to me personally known, who, being by me duly sworn, did say  
that he is the President of P. R. CASSIDAY, INC., a  
\_\_\_\_\_ corporation; that the seal affixed to  
the foregoing instrument is the corporate seal of said  
corporation, and that said instrument was signed and sealed  
in behalf of said corporation by authority of its Board of  
Directors, and the said officer acknowledged said instrument  
to be the free act and deed of said corporation.

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

\_\_\_\_\_  
Notary Public, State of Hawaii

My commission expires \_\_\_\_\_

STATE OF HAWAII )  
 : SS.  
CITY AND COUNTY OF HONOLULU )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_,  
before me appeared \_\_\_\_\_,  
to me personally known, who, being by me duly sworn, did say  
that he is the President of H. C. CORNUELLE, INC., a  
\_\_\_\_\_ corporation; that the seal affixed to  
the foregoing instrument is the corporate seal of said  
corporation, and that said instrument was signed and sealed  
in behalf of said corporation by authority of its Board of  
Directors, and the said officer acknowledged said instrument  
to be the free act and deed of said corporation.

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

\_\_\_\_\_  
Notary Public, State of Hawaii

My commission expires \_\_\_\_\_



STATE OF HAWAII )  
 : SS.  
CITY AND COUNTY OF HONOLULU )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_,  
before me appeared KATSUAKI HOSOYA, to me personally known,  
who, being by me duly sworn, did say that he is the Vice-  
President of KYO-YA COMPANY, LTD., a Hawaii corporation;  
that the seal affixed to the foregoing instrument is the  
corporate seal of said corporation, and that said instrument  
was signed and sealed in behalf of said corporation by  
authority of its Board of Directors, and the said KATSUAKI  
HOSOYA acknowledged said instrument to be the free act and  
deed of said corporation.

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

\_\_\_\_\_  
Notary Public, State of Hawaii

My commission expires \_\_\_\_\_

STATE OF HAWAII )  
 : SS.  
COUNTY OF MAUI )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_,  
before me appeared HANNIBAL TAVARES, to me personally known,  
who being by me duly sworn did say that he is the Mayor of  
the County of Maui, a political subdivision of the State of  
Hawaii, and that the seal affixed to the foregoing instrument  
is the lawful seal of the said County of Maui, and that the  
said instrument was signed and sealed in behalf of said  
County of Maui by authority of its Council, and the said  
HANNIBAL TAVARES acknowledged the said instrument to be the  
free act and deed of said County of Maui.

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

\_\_\_\_\_  
Notary Public, State of Hawaii

My commission expires: \_\_\_\_\_

STATE OF HAWAII )  
CITY AND COUNTY OF HONOLULU ) : SS.

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HOSOYA acknowledged said instrument to be the free act and  
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IN WITNESS WHEREOF, I have hereunto set my hand and  
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Notary Public, State of Hawaii

My commission expires \_\_\_\_\_

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who being by me duly sworn did say that he is the Mayor of  
the County of Maui, a political subdivision of the State of  
Hawaii, and that the seal affixed to the foregoing instrument  
is the lawful seal of the said County of Maui, and that the  
said instrument was signed and sealed in behalf of said  
County of Maui by authority of its Council, and the said  
HANNIBAL TAVARES acknowledged the said instrument to be the  
free act and deed of said County of Maui.

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

\_\_\_\_\_  
Notary Public, State of Hawaii

My commission expires: \_\_\_\_\_

EXHIBIT A

Easement 37

(seven feet wide) as designated over and across Lot 53 as shown on Map 13; and

Easement 72

(three feet wide) as designated on Map 30 over and across Lot 53 as shown on Map 13,

all as filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1744 of Pioneer Mill Company, Limited, said Lot 53 being the land described in Transfer Certificate of Title No. 211,102 issued to the Trustees Under the Will and of the Estate of James Campbell, Deceased.

April 23, 1982

Mr. Arthur K. Goto  
Kashiwa, Iwai, Motooka, and Goto  
225 Queen Street, Suite 302  
Honolulu, HI 96813

Dear Mr. Goto:

Re: Sheraton-Maui Public Beach Right-of-Way

Thank you for your letter of April 16, 1982 notifying this Department that work has commenced on the public beach right-of-way as of April 15. On April 19, while on site inspections in the Lahaina area, members of the Planning Commission and Planning Department staff visited the site and verified the start of construction.

Also, please be advised that the Planning Department is anticipating a project completion date of April 30, 1982.

Thank you for your cooperation. Should further clarification be required, please contact this office.

Very truly yours,

CHRISTOPHER L. HART  
Deputy Planning Director

WM:hk

cc: H. Nakamura  
H. P. Betts  
R. Masuda  
G. Archer  
A. Shinmoto  
T. Ishikawa

KASHIWA, IWAI, MOTOOKA AND GOTO

GENRO KASHIWA  
WILFRED K. IWAI  
MILTON M. MOTOOKA  
ARTHUR K. GOTO  
PETER T. KASHIWA

ATTORNEYS AT LAW  
A LAW CORPORATION  
SUITE 302 TOWN TOWER AT HARBOR SQUARE  
225 QUEEN STREET  
HONOLULU, HAWAII 96813

TELEPHONE (808) 521-4943

TELEGRAPHIC ADDRESS  
"KASHLAW HONOLULU"

TELEX 7430338

CALL BACK "KKLAW"

April 16, 1982

✓ Mr. Christopher L. Hart  
Deputy Director  
Maui Planning Commission  
County of Maui  
200 S. High Street  
Wailuku, Maui 96793

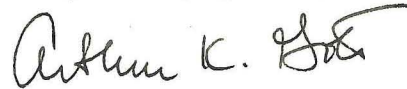
Dear Mr. Hart:

Re: Sheraton Maui Hotel Beach Access Easement

We have been informed that the outside contractor has commenced work on its excavation, paving and related matters on April 15, 1982.

Thank you very much for your patience in this matter and for taking the time to visit the site for further coordination with both the hotel manager and the contractor.

Very truly yours,



ARTHUR K. GOTO

AKG:al

cc: Kyo-ya Company, Ltd.  
The Sheraton Corporation  
Attn: Messrs. Takahashi  
Nishizaki  
A. James Wriston, Esq.  
Robert Strand, Esq.  
C. Jepson Garland, Esq.



KASHIWA, IWAI, MOTOOKA AND GOTO

GENRO KASHIWA  
WILFRED K. IWAI  
MILTON M. MOTOOKA  
ARTHUR K. GOTO  
PETER T. KASHIWA

ATTORNEYS AT LAW  
A LAW CORPORATION  
SUITE 302 TOWN TOWER AT HARBOR SQUARE  
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HONOLULU, HAWAII 96813

TELEPHONE (808) 521-4943

TELEGRAPHIC ADDRESS  
"KASHLAW HONOLULU"

TELEX 7430338

CALL BACK "KKLAW"

APR 12 11 17 AM '82  
COUNTY OF MAUI  
April 7, 1982

Mr. Christopher L. Hart  
Deputy Planning Director  
Planning Department  
County of Maui  
200 S. High Street  
Wailuku, Maui 96793

Dear Mr. Hart:

Re: Sheraton Maui Beach Right of Way

1. Since my last report to you dated March 17, 1982, I learned that The Sheraton Corporation, the contractual hotel manager, requires a certain project review and approval process before a contract can be executed by the General Manager. Although we were expediting the process as quickly as possible, knowing the anxiety of your department, we have still not obtained the final clearance from the Boston headquarters, but have been advised on Tuesday, April 6, 1982, that the review had proceeded sufficiently so that the General Manager could proceed to execute the contract.

2. Preliminary discussions with the contractor are that construction will commence on his contract on April 13, 1982, however, the General Manager is meeting with the contractor this week to confirm this date.

3. As to the turn-around area, at this point I am not sure which of the plans, i.e. the original plans for the turn-around area, or the ones you proposed in your letter of March 15, 1982, are incorporated in the contractor's plans. During our brief discussion today, you mentioned that either one was acceptable.

HANNIBAL TAVARES  
Mayor



H. RODGER BETTS  
Corporation Counsel

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

March 19, 1982

Arthur K. Goto, Esq.  
Kashiwa, Iwai, Motooka & Goto  
Suite 302, Town Tower  
225 Queen Street  
Honolulu, Hawaii 96813

Re: Sheraton Maui Hotel-Beach Right-of-Way

Dear Mr. Goto:

In discussions with the Department of Public Works, I understand that the Subdivision Ordinance, §18.04.470, provides in part:

"Easements for roadway or access purposes shall be construed as subdivided land."

I bring this matter to your attention in the event that your design personnel have not already made application to the Division of Land Use and Codes. If you have any questions on this aspect, I suggest that you contact either me or Mr. Aaron Shinmoto, Administrator, Division of Land Use and Codes.

Very truly yours,

DEPARTMENT OF THE  
CORPORATION COUNSEL

*Guy P. D. Archer*  
GUY P. D. ARCHER  
Deputy Corporation Counsel

GPDA:ko

cc: A. James Wriston, Esq.  
✓ Christopher L. Hart, Deputy  
Planning Director  
Aaron Shinmoto, Administrator, LUC

RECEIVED  
MAR 23 3 39 PM '82  
COUNTY OF MAUI  
DEPT. OF PLANNING

March 24, 1982

Mr. Arthur K. Goto  
225 Queen Street, Suite 302  
Honolulu, HI 96813

Dear Mr. Goto:

Re: Sheraton-Maui Beach Right-of-Way at TMK 4-4-08:5,  
Kaanapali, Lahaina, Maui.

Thank you for your letter dated March 17, 1982 notifying this department that the required approvals for construction have been received and that the General Manager, Mr. Nishizaki, is proceeding with final negotiations with the contractor.

In view of the foregoing accomplishments, together with the fact that the project is an outstanding violation, this office strongly recommends that a date for the actual initiation of construction should be set. Therefore, the Planning Department would appreciate receiving notification of the date of the start of construction on the beach right-of-way within a period not to exceed fourteen (14) days from the date of this letter.

Thank you for your cooperation.

Very truly yours,

CHRISTOPHER L. HART  
Deputy Planning Director

WM:hk

cc: H. Nakamura  
H. R. Betts  
R. Masuda  
G. Archer  
T. Ishikawa  
A. Shinmoto



March 16, 1982

Memorandum

To: Aaron Shinmoto, Land Use and Codes Administrator  
From: Christopher L. Hart, Deputy Planning Director  
Re: Sheraton-Maui Beach Right-of-Way public parking area.

Enclosed please find a copy of the proposed improvements to the parking area at the Sheraton-Maui Beach Right-of-Way. Note the inclusion of additional paving to provide for the turnaround or maneuvering space.

Also, enclosed is a letter from Mr. Wayne Hedani, Amfac's Resort Administration manager. Mr. Hedani states in point (1) of his letter that the additional turnaround space is unnecessary.

We would like the Land Use and Codes Administration to review the proposed plans and comment regarding the need for the additional maneuvering space.

Should further clarification be required, please contact Mr. Bill Medeiros of this office.

CHRISTOPHER L. HART

WM:hk

Encls.

HANNIBAL TAVARES  
Mayor

RALPH HAYASHI  
Director of Public Works

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



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 22, 1982

MEMO TO: Chris Hart, Deputy Planning Director  
F R O M: Ralph Hayashi, Director of Public Works  
RE: Sheraton-Maui Beach Right-of-Way Public  
Parking Area

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PLANNING  
DIVISION

In response to your March 16, 1982 memorandum, the department does require that the surfacing of the parking lot be extended a minimum of 4 feet from the last parking stall (designated as stalls 1 and 5 on the plot plan).

The department has found that the turn around area is necessary for the vehicles to maneuver out of the parking stall and head into the street in a forward manner.

AS:mt



KASHIWA, IWAI, MOTOOKA AND GOTO

GENRO KASHIWA  
WILFRED K. IWAI  
MILTON M. MOTOOKA  
ARTHUR K. GOTO  
PETER T. KASHIWA

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MAR 19 10 44 AM '82

MAUI PLANNING  
COUNTY OF MAUI

ATTORNEYS AT LAW  
A LAW CORPORATION

SUITE 302 TOWN TOWER AT HARBOR SQUARE  
225 QUEEN STREET  
HONOLULU, HAWAII 96813

TELEPHONE (808) 521-4943

TELEGRAPHIC ADDRESS  
"KASHLAW HONOLULU"

TELEX 7430338

CALL BACK "KKLAW"

March 17, 1982

Mr. Christopher L. Hart  
Deputy Director  
Maui Planning Commission  
200 S. High Street  
Wailuku, Maui 96793

Dear Mr. Hart:

Re: Sheraton Maui Hotel-Beach Right of Way

1. This is to confirm my telephonic report to you on Friday, March 12, 1982, and to advise you of a further development concerning the construction of the beach access easement at the Sheraton Maui Hotel.

2. We have received the written consent of the mortgagee, being The Equitable Life Assurance Company, to construct the easement. We have also received communication from AMFAC Property Corp. which permits us to proceed with construction of the beach access. At the time I spoke with you, we had not received approval of the Campbell Estate for the construction, however, subsequent to our telephonic discussion, an oral approval was received from their attorney's office.

3. We therefore are in receipt of the required approvals for construction. I have advised Kyo-ya Company, Ltd. of this fact, and also Mr. Ernest Nishizaki, the General Manager at the hotel. Mr. Nishizaki will proceed with final negotiations with the contractor and execute the contract.

4. As soon as we learn the anticipated schedule, we shall advise you of the matter. In the interim, we shall

KASHIWA, IWAI, MOTOOKA AND GOTO

ATTORNEYS AT LAW  
A LAW CORPORATION

Mr. Christopher L. Hart  
March 17, 1982  
Page 2

be working with Guy Archer, Esq. with regard to the instruments necessary for the conveyance.

Very truly yours,



ARTHUR K. GOTO

AKG:al

cc: Kyo-ya Company, Ltd.  
The Sheraton Corp.

Attn: Mr. S. Takahashi  
Mr. E. Nishizaki  
Mr. D. Arakawa

Guy Archer, Esq.  
A. James Wriston, Esq.  
Robert Strand, Esq.

✓ To: Chris Hart

**AMFAC PROPERTY CORP.**

P. O. BOX 10279  
2530 KEKAA DRIVE  
LAHAINA, MAUI, HAWAII 96761  
TELEPHONE (808) 667-7411

March 8, 1982

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COUNTY OF MAUI

RECEIVED  
ATTORNEY'S OFFICE **Amfac** COMPANY

MAR 10 4 01 PM '82

COUNTY OF MAUI  
WAILUKU, HI 96793

Mr. Arthur K. Goto  
KASHIWA, IWAI, MOTOOKA AND GOTO  
Suite 302 Town Tower at Harbor Square  
225 Queen Street  
Honolulu, HI 96813

Dear Mr. Goto:

Subject: Sheraton-Maui Beach Access Easement Plans &  
Transmittal of February 22, 1982

We have reviewed the above plans. Our comments are as follows:

1. We feel that the extension for the vehicular turnaround is unnecessary. We feel that the aisle width should be adequate for turnaround from the last stall; however, we will not object to the same if it is a firm requirement of the County.
2. We question the connection to the existing Kaanapali Parkway walkway system since the public parking stalls are provided within the Sheraton lot. The connecting segment will expose the entire length of the chain link fencing to view from Kaanapali Parkway. Since no provision has been made for landscaping between proposed concrete walkway and the chain link fence itself, it will appear unsightly. In all other areas where chain link fences have been used within the Resort, we have required a landscape screen to preclude visibility from Kaanapali Parkway; however, again if it is a County requirement which cannot be changed, we shall take no exception to the proposed design. In the latter case, we would prefer the connecting segment on our property match the existing Kaanapali walkway specifications with rock salt finish and "Arizona Tan" colored concrete.
3. All deleted and unused driveways along the Kaanapali Parkway should be filled, landscaped and continuous walkways constructed to match the existing concrete walkway specifications and grade.

Mr. Arthur K. Goto

March 8, 1982

Page 2

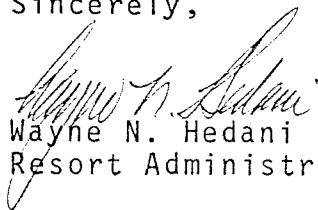
4. We feel that the post and chain design to segregate the public parking stalls is hazardous. Regardless of markings which can be placed on them, we feel that this will still incur liability for accidental injury or death. For your information, we have recently incurred a motorcyclist fatality on Pioneer Mill Co.'s haul cane road and APC has also reached out of court settlements of roughly \$45,000 for a similar accident with a motorcyclist in the past involving chains and/or unlit pole gates.

We pass the benefit of this experience on to you and recommend that the post and chain be replaced by permanent landscaping and curbing. An alternative treatment would be to utilize prefabricated landscaping planters such as that utilized by the Hyatt and the Maui Marriott Resort in similar situations. If you retain the proposed design, you should be prepared to accept full responsibility and liability for the same.

5. We feel that it is unfortunate that no landscape screening of the chain link fence is provided. We suggest consideration be given to some form of landscaping such as Creeping Fig or Stephanotis which can still possibly be incorporated.
6. Since simultaneous transmittals have been made to the Estate of James Campbell, our comments are subject to additional review and approval from the Trustees.

Generally, the above comments have been presented as recommendations only since we fully understand and concur with the County and Sheraton's desire to complete these improvements as rapidly as possible.

Sincerely,



Wayne N. Hedani

Resort Administration Manager

WNH:tg

xc:Stephen MacMillan  
James A. Wriston, Esq.  
Ernest Nishizaki  
Guy Archer



MAUI PLANNING COMMISSION  
Renee Tardor, Chairman  
Mary Cabeslay, Vice Chairman  
Victoria Chung  
Marlene Kaahui  
Stanley Okamoto  
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

March 15, 1982

Mr. Arthur K. Goto, Attorney  
Kashiwa, Iwai, Motooka and Goto  
225 Queen Street, Suite 302  
Honolulu, HI 96813

Dear Mr. Goto:

Re: Sheraton Maui Beach Right of Way (BROW)  
at TMK 4-4-08:5, Kaanapali, Maui.

Thank you for your letters dated March 4 & 5, 1982 informing the Planning Department of current progress in the completion of the above BROW. Please be advised that this office takes exception to your interpretation of Item #2a regarding the six (6) ft. turnaround area as follows:

My communication with Mr. Nishizaki resulted in the understanding that said turnaround area which would require the addition of six feet of pavement to the parking area should be retained to provide adequate vehicular maneuvering space, and that a pedestrian link between the parking and BROW should also be incorporated resolving the apparent two (2) ft. grade difference.

The direct pedestrian link is defined specifically for your consideration on the attached "Detail Entry Plan." The parking area and the BROW walkway will require the construction of stairs or a pedestrian ramp.

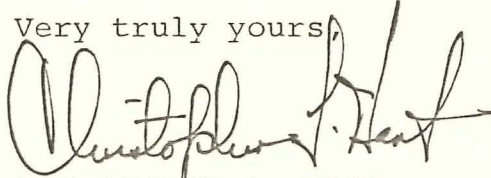
A further review of your letter indicates that progress is being made from an administrative level; however, we feel that it is time for a written commitment as to the dates for commencing and completing construction.



Mr. Arthur K. Goto  
March 15, 1982  
Page Two

Should additional clarification be required, please  
contact this office at 244-7735.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Christopher L. Hart". The signature is fluid and cursive, with a large initial "C" and a long horizontal stroke at the end.

CHRISTOPHER L. HART  
Deputy Planning Director

CLH:di

Attachment

cc: E. Nishizaki  
H. Nakamura  
R. Betts  
G. Archer  
T. Ishikawa  
A. Shinmoto

GENRO KASHIWA  
WILFRED K. IWAI  
MILTON M. MOTOOKA  
ARTHUR K. GOTO  
PETER T. KASHIWA

KASHIWA, IWAI, MOTOOKA AND GOTO

ATTORNEYS AT LAW

A LAW CORPORATION

SUITE 302 TOWN TOWER AT HARBOR SQUARE

225 QUEEN STREET

HONOLULU, HAWAII 96813

TELEPHONE (808) 521-4943

TELEGRAPHIC ADDRESS  
"KASHLAW HONOLULU"

TELEX 7430338

CALL BACK "KKLAW"

March 4, 1982

Mr. Christopher L. Hart  
Maui Planning Commission  
County of Maui  
200 S. High Street  
Wailuku, Maui 96793

Dear Mr. Hart:

Re: Sheraton Maui Hotel Beach Access Easement

1. This is a status report to keep you advised on the progress of this matter.
2. We have implemented the requirements contained in the SMA permit by the following actions to date:
  - a. The plans for the construction of the sidewalk and installation of a driveway have been revised per your letter of February 3, 1982. I understand that Mr. Nishizaki, the general manager has discussed a possible revision of the plans to eliminate the six foot additional paved area in the parking lot because of the ground configuration between the end of the existing paved parking area and the sidewalk. You previously indicated your concurrence to the plan bearing revision date February 13, 1982.
  - b. The existing landscaping in the easement area has been trimmed in preparation of the paving work.
  - c. Existing pipes for the sprinkler system in the easement area have been capped.
  - d. An independent licensed surveyor has staked out the ten-foot boundary of the easement so the oleander can be planted on that line.
  - e. Three bids for the contractual paving and related portions of the improvement have been obtained.

GENRO KASHIWA  
WILFRED K. IWAI  
MILTON M. MOTOOKA  
ARTHUR K. GOTO  
PETER T. KASHIWA

RECEIVED  
MAR 10 1982  
PLANNING  
COUNTY OF MAUI

KASHIWA, IWAI, MOTOOKA AND GOTO  
ATTORNEYS AT LAW  
A LAW CORPORATION  
SUITE 302 TOWN TOWER AT HARBOR SQUARE  
225 QUEEN STREET  
HONOLULU, HAWAII 96813

TELEPHONE (808) 521-4943  
TELEGRAPHIC ADDRESS  
"KASHLAW HONOLULU"  
TELEX 7430338  
CALL BACK "KKLAW"

March 5, 1982

✓  
Mr. Christopher L. Hart  
Deputy Planning Director  
County of Maui  
Planning Department  
200 S. High Street  
Wailuku, Maui 96793

Dear Mr. Hart

Re: Sheraton Maui Beach Right-of-Way (BROW) at  
TMK 4-4-8-5, Kaanapali, Maui

1. Thank you for your letter dated March 1, 1982, which was received by us on March 5, 1982. Your letter and mine, dated March 4, 1982, crossed in the mail.

2. As additional information, please be advised that the full oleandar and other plants that were in the easement area have been removed by backhoe on March 3, 1982. The area is now ready for the paving contractor. We are prepared to issue the contract and the notice to proceed, the only matters preventing that action is the consent of the lessors, of AMFAC, and of the mortgagee. I intend to call each of those agencies on Monday, March 8, 1982 to learn their current progress on the matter.

3. The comments of your letter regarding types of plants are being incorporated. The current plans will align the south (Kaanapali Beach Hotel side) side of the sidewalk about six (6) inches from the boundary to permit the vines or hedges to grow, and to allow as much room on the opposite side of the sidewalk for the oleandar to "grow in", of course up to the four-foot height limit. I hope that you will be able to arrange your schedule to go to the site to meet with Mr. Nishizaki on the ground to work out additional details.

4. I also hope that my letter of March 4, and this letter

KASHIWA, IWAI, MOTOOKA AND GOTO

ATTORNEYS AT LAW

A LAW CORPORATION

Mr. Christopher L. Hart

March 5, 1982

Page 2

will suffice, for the present, to advise you of the current status of the project.

Very Truly Yours



Arthur K. Goto

cc: Kyo-Ya Company, Ltd.

The Sheraton Corporation

Attn: Mr. Stanley Takahashi

Mr. Ernest Nishizaki

Equitable Life Assurance Society (Mr. Flieder)

A. James Wriston, Esq.

Robert Strand, Esq.

Guy Archer, Esq.

(All cc's except Mr. Archer with  
copy of March 1, 1982 letter of  
Mr. Hart.)



KASHIWA, IWAI, MOTOOKA AND GOTO

GENRO KASHIWA  
WILFRED K. IWAI  
MILTON M. MOTOOKA  
ARTHUR K. GOTO  
PETER T. KASHIWA

ATTORNEYS AT LAW  
A LAW CORPORATION  
SUITE 302 TOWN TOWER AT HARBOR SQUARE  
225 QUEEN STREET  
HONOLULU, HAWAII 96813

TELEPHONE (808) 521-4943  
TELEGRAPHIC ADDRESS  
"KASHLAW HONOLULU"  
TELEX 7430338  
CALL BACK "KKLAW"

March 5, 1982

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

Attn: Mr. Aaron Shinmoto

Gentlemen:

Re: Sheraton Maui Hotel Beach Right-of-Way (BROW) at  
TMK 4-4-8-5, Kaanapali, Maui, Hawaii

1. This office represents Kyo-ya Company, Ltd., owner of the Sheraton Maui Hotel, which is located on property leased from the Campbell Estate at Lahaina, Maui.
2. It is our understanding that Mr. Richard Moore, the Chief Engineer at the Sheraton Maui Hotel recently inquired of your office, in particular of Mr. Shinmoto, as to whether a building permit, and/or a driveway permit would be required for the construction of the beach pedestrian right-of-way on the south boundary of the hotel. The plans for this area have been previously discussed with and approved by the County Planning Department through Mr. Christopher L. Hart, Deputy Director.
3. Mr. Moore's understanding is that no such permits are necessary in the circumstances of this case, and we may proceed with construction without such permits.
4. If our understanding is incorrect, kindly advise us so

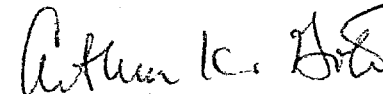
KASHIWA, IWAI, MOTOOKA AND GOTO

ATTORNEYS AT LAW  
A LAW CORPORATION

Director  
Building Department  
March 5, 1982  
Page 2

that we may comply with any requirements in this regard. Otherwise we shall proceed based on our understanding.

Very Truly Yours



Arthur K. Goto

cc: Kyo-Ya Company, Ltd.  
The Sheraton Corporation  
Attn: Messrs. Takahashi, Nishizaki, Moore  
Maui County Planning Department  
Attn: Mr. Chris Hart  
Guy Archer, Esq.

GENRO KASHIWA  
WILFRED K. IWAI  
MILTON M. MOTOOKA  
ARTHUR K. GOTO  
PETER T. KASHIWA

KASHIWA, IWAI, MOTOOKA AND GOTO

ATTORNEYS AT LAW

A LAW CORPORATION

SUITE 302 TOWN TOWER AT HARBOR SQUARE

225 QUEEN STREET

HONOLULU, HAWAII 96813

TELEPHONE (808) 521-4943

TELEGRAPHIC ADDRESS  
"KASHLAW HONOLULU"

TELEX 7430338

CALL BACK "KKLAW"

March 4, 1982

Mr. Christopher L. Hart  
Maui Planning Commission  
County of Maui  
200 S. High Street  
Wailuku, Maui 96793

Dear Mr. Hart:

Re: Sheraton Maui Hotel Beach Access Easement

1. This is a status report to keep you advised on the progress of this matter.

2. We have implemented the requirements contained in the SMA permit by the following actions to date:

a. The plans for the construction of the sidewalk and installation of a driveway have been revised per your letter of February 3, 1982. I understand that Mr. Nishizaki, the general manager has discussed a possible revision of the plans to eliminate the six foot additional paved area in the parking lot because of the ground configuration between the end of the existing paved parking area and the sidewalk. You previously indicated your concurrence to the plan bearing revision date February 13, 1982.

b. The existing landscaping in the easement area has been trimmed in preparation of the paving work.

c. Existing pipes for the sprinkler system in the easement area have been capped.

d. An independent licensed surveyor has staked out the ten-foot boundary of the easement so the oleander can be planted on that line.

e. Three bids for the contractual paving and related portions of the improvement have been obtained.

Mr. Christopher L. Hart  
March 4, 1982  
Page 2

f. The hotel has been instructed to determine from the building department whether any building or driveway permit is necessary.

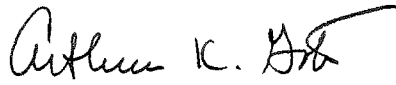
g. A revised form of the grant instrument has been transmitted to Guy Archer, Esq., Deputy Corporation Counsel for his review and approval as to form.

h. Our lease provides that consent for the construction and the grant must occur before construction. We have requested the consent to proceed with construction from the lessor. We have inquired on March 3, 1982 as to when this consent may be expected. We shall advise you of the response of the lessor as soon as it is received.

i. Our mortgage also requires that the mortgagee consent to this grant of easement. We have requested their approval. We called the mortgagee's representative on March 3, 1982, and requested permission on an oral basis to proceed with construction of the sidewalk and new driveway, while the review of the grant instrument is simultaneously occurring. The representative indicated that he foresaw no difficulty with that approach but that he would respond to that request shortly.

3. We are able to enter into a contract with the selected contractor and start the paving and installation of the new driveway as soon as the lessor's consent and the mortgagee's consent to construction is received. We shall continue to urge immediate action by the affected agencies.

Very truly yours,

  
ARTHUR K. GOTO

AKG:al

cc: Kyo-ya Company, Ltd.  
The Sheraton Corporation  
Attn: Mr. Takahashi & Mr. Nishizaki  
Robert E. Strand, Esq.  
A. James Wriston, Esq.  
Guy Archer, Esq.  
Equitable Life Assurance Society  
Attn: Mr. Gerald Flieder

HANNIBAL TAVARES  
Mayor



H. RODGER BETTS  
Corporation Counsel

RECEIVED

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DEPT. OF PLANNING  
COUNTY OF MAUI

DEPARTMENT OF THE CORPORATION COUNSEL

COUNTY OF MAUI

WAILUKU, MAUI, HAWAII 96793

TELEPHONE 244-7740

March 4, 1982

Arthur K. Goto, Esq.  
Kashiwa, Iwai, Motooka and Goto  
Suite 302 Town Tower  
225 Queen Street  
Honolulu, Hawaii 96813

Dear Mr. Goto:

Re: Sheraton Maui Hotel Beach Access Easement

I have reviewed the proposed Grant of Easements document and wish to note the following points:

1. At the time of issuance of the SMA permit, the Maui Planning Commission imposed the following condition:

"That the proposed ten (10) ft. wide paved beach right of way shall be set aside as a public easement in favor of the County of Maui and shall be maintained as a part of the hotel grounds."

(Emphasis added.)

I assume that the fee owner, lessee, and mortgage holder have already negotiated the respective liabilities of the parties in the event of any personal injury or property damage on the premises. I further assume that the lessee or operator of the hotel has an obligation to provide suitable public liability insurance protecting all parties who have an interest in the premises. Such public liability insurance probably already covers the proposed beach right of way which is a part of the premises.

The condition that the beach right of way "shall be maintained as a part of the hotel grounds" suggests that the operator of the hotel will bear all expenses of constructing



Arthur K. Goto, Esq.

Page 2

March 4, 1982

and keeping the beach right of way in good condition and repair. Presumably, the party responsible for constructing and maintaining the walkway and parking stalls would be responsible for negligent construction or failure to repair a dangerous condition.

Also, the word "maintain" suggests that the premises will be kept in good order and will be safe for both guests and residents. Since the beach right of way is to be maintained as a "part of the hotel grounds," it is only logical for the hotel operator to include the walkway and parking stalls in its security program with open views to and from other portions of the hotel grounds.

Based upon the foregoing analysis, it appears that the hotel operator should be ultimately responsible for any personal injury or property damage resulting from use of the beach right of way. Inclusion of the walkway and parking stalls under the current public liability insurance policy and security program for the entire premises does not appear to involve any significant, additional expense to the hotel operator.

2. Another condition imposed by the Maui Planning Commission in 1977 was:

"That the proposed seven (7) ft. wide beach right of way shall be increased to ten (10) feet wide and that five (5) paved parking stalls shall be provided immediately adjacent and identified for public use."

In reviewing the easement document, I notice that no mention is made of the five paved parking stalls.

3. A third condition imposed was:

"That the proposed beach right-of-way shall be publicly identified by the standard Maui County Beach Right-of-Way sign mounted on a 4 in. by 4 in. redwood post."

Again the proposed document makes no mention of this obligation.

Arthur K. Goto, Esq.

Page 3

March 4, 1982

In order to clarify the obligations of the parties, I have prepared a revised Grant of Perpetual Nonexclusive Easement for review by the parties. While the attorneys are reviewing the document, I understand that the hotel operator will proceed with construction of the beach right of way and signs to identify both the five public parking stalls and the beach access. If you have any comments or questions, kindly call me at your convenience.

Very truly yours,

DEPARTMENT OF THE  
CORPORATION COUNSEL

  
GUY ARCHER

Deputy Corporation Counsel

GA:jkm

Enclosure

cc: A. James Wriston, Esq.  
Christopher Hart, Deputy Planning Director  
H. Rodger Betts, Esq.

RECORDATION REQUESTED BY:

AFTER RECORDATION, RETURN TO:

RETURN BY: MAIL ( )

---

GRANT OF PERPETUAL NONEXCLUSIVE EASEMENT

THIS INDENTURE made this \_\_\_\_\_ day of \_\_\_\_\_, 1982, by and among the TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED, acting in their fiduciary and not in their individual corporate capacities, hereinafter called the "Grantor", THE SHERATON CORPORATION, a \_\_\_\_\_ corporation, hereinafter called the "Lessee", and the COUNTY OF MAUI, a body politic and political subdivision of the State of Hawaii, whose principal place of business and post office address is 200 South High Street, Wailuku, Maui, Hawaii 96793, hereinafter called the "Grantee".

W I T N E S S E T H:

WHEREAS, the Grantor is the fee owner of land affected by easements being granted herein; and

WHEREAS, the Lessee is the operator of the Sheraton Maui Hotel and is the holder of a Special Management Area Permit issued by the Maui Planning Commission on October 17, 1977; and

WHEREAS, Hawaii Rev. Stat. §205A-26 requires that all development within the special management area shall provide adequate access, by dedication or other means, to publicly owned or used beaches; and

WHEREAS, the Maui Planning Commission is requiring Lessee to construct and maintain a beach right of way and five paved parking stalls for public use;

NOW, THEREFORE, for and in consideration of the premises and of the covenants and agreements herein contained, the Grantor and the Lessee do hereby grant and convey unto the Grantee, its successors and assigns, forever, a perpetual, nonexclusive right of way and easement of public access and for public parking at the Sheraton Maui Hotel as more fully described in Exhibit A annexed hereto and made a part hereof, hereinafter called "Easement Areas."

TOGETHER WITH all landscaping, pavement, signs and other improvements thereon.

SUBJECT, HOWEVER, TO THE RESERVATION IN FAVOR OF THE GRANTOR AND LESSEE AS FOLLOWS:

(a) the right to themselves, their successors and assigns, including without limitation their officers, employees, agents, guests, and invitees, in common with the Grantee and the public, to full, free and unobstructed access from its adjoining lands to the beach in, upon, through, over and across the Easement Areas;

(b) the right to themselves, their successors and assigns, to construct, reconstruct, repair, replace, maintain, and make secure the paved walkway and paved parking stalls located on the Easement Areas;



(c) the right to themselves, their successors and assigns, in favor of its adjoining lands and third parties, including any public utility or governmental authority, to designate and grant easements in, upon, above, through, over, under and across the Easement Areas to construct, install, repair, replace, maintain and operate lines or other transmission facilities and appurtenances for electricity, gas, telephone, water, sewer, drainage and similar services and utilities;

(d) the right to themselves, their successors and assigns, subject to the rights and obligations hereby created, to mortgage the fee simple or leasehold interest in the Easement Areas or permit any other security interest therein without the further consent of the Grantee; and

(e) the right of themselves, their successors and assigns, to transfer or assign any part or all of their interests, rights, obligations or liabilities held under this indenture; and upon such transfer or assignment, the Grantor or the Lessee, as the case may be, shall be deemed automatically released and discharged from the obligations and liabilities of this indenture to the extent that the transferee or assignee provides written assurance to the Grantee that all obligations and liabilities to be performed hereunder will be performed.

SUBJECT, FURTHER, to such easements and rights of way as may be disclosed by public records or as may otherwise legally exist.

TO HAVE AND TO HOLD the Easement Areas, together with all improvements, rights, privileges, and appurtenances

thereunto belonging or appertaining, unto the Grantee, its successors and assigns, forever.

AND THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

1. Use of Easement Areas. The Grantee shall not use, or permit the use of, the Easement Areas, except for pedestrian travel to and from the beach and adjoining ocean waters and for the parking of vehicles in designated parking stalls.

2. Liens. The Grantee will not commit or suffer any act or neglect whereby the Easement Areas or any improvement thereon shall become subject to any attachment, lien, charge or encumbrance whatsoever, and shall indemnify and hold harmless the Grantor and the Lessee from and against all attachments, liens, charges, encumbrances and expenses resulting therefrom, except those that may occur or arise out of the acts or neglect of the Grantor or the Lessee.

3. Taxes and Assessments. The Grantee shall pay or cause to be paid, when due, the amount of all taxes, rates, assessments and other outgoings of every description as to which the Easement Areas or any part thereof may become liable, whether assessed to or payable by the Grantor, the Lessee or the Grantee.

4. Compliance with Laws. The Grantee shall comply with all of the requirements of municipal, state and federal authorities and shall observe all municipal ordinances, state and federal statutes, and rules and regulations now in force or which may hereinafter be in

force, except as otherwise expressly agreed herein.

5. Covenant against Discrimination. The use of the Easement Areas shall not be in support of any policy which discriminates against any person based upon sex, race, creed, or national origin.

6. Waste. The Grantee shall not commit, suffer or permit to be committed any waste, nuisance, strip or unlawful, improper or offensive use of the Easement Areas or any part thereof.

7. Assignment. The Grantee shall not transfer or assign this grant of easement or any interest therein without the prior written consent of the Grantor.

8. Parting with Possession. The Grantee shall not rent or otherwise part with possession of the whole or any portion of the Easement Areas, nor use or permit the use of said areas for any business or commercial purpose, or for any other purpose not expressly permitted or allowed herein, without the prior written consent of the Grantor and the Lessee.

9. Mortgage. The Grantee shall not mortgage, hypothecate or pledge the Easement Areas, or any portion thereof, or this grant or any interest therein, and any such attempted mortgage, hypothecation or pledge shall be deemed null and void.

10. Inspection. The Grantee shall permit the Grantor, the Lessee, and their agents at all reasonable times herein to enter the Easement Areas to examine the state of repair and condition, and the Lessee and its agents shall maintain and repair the Easement Areas and all defects

thereto as required herein.

11. Maintenance. The Lessee shall at its own cost and expense keep and maintain the Easement Areas in good repair and safe condition, free from rubbish and debris, in accordance with the terms and conditions of the Special Management Area Permit issued on October 17, 1977. The Lessee shall maintain a standard County beach right of way sign publicly identifying the parking area and beach access pursuant to the terms of said Special Management Area Permit.

12. Condemnation. If all or any portion of the Easement Areas should be condemned for public purposes by the State or any other governmental authority other than the Grantee, then this grant shall be deemed automatically terminated as of the date condemnor shall take possession, and the Grantee shall not by reason of such condemnation be entitled to any claim against either the Grantor or the Lessee. Where only a portion of the Easement Areas is taken which renders the remainder unsuitable for the use as a pedestrian walkway or parking, the Grantee shall have the option to surrender this grant and be discharged and relieved from any further liability therefor.

13. Vehicular Access. In the interest of preserving the safety and security of residents and guests, it is understood and agreed that the Lessee shall have the authority in common with the Grantee to control vehicular access to and within the parking area. Such control may extend to the establishment of specified hours on a daily basis, or otherwise, when such parking shall be permitted or

prohibited, as the case may be, all as may be agreed upon by the Lessee and the Grantee. The agreement required by this section, and any amendments thereto, shall be in writing and executed by the Lessee and the Grantee, and shall be deemed a part hereof and shall represent the obligations of the parties as though expressly set forth herein.

14. Liability Insurance. The Lessee shall purchase and maintain from an insurance company licensed within the state a general liability insurance policy with minimum limits of \$300,000 per occurrence for personal injury, and \$100,000 per occurrence for property damage, which shall fully insure the Grantor and the Grantee against any claim or suit by whomsoever brought arising out of any injury to person or property caused or allegedly caused by the condition of the premises or use thereof by residents, guests, or other persons.

15. Consent. Except as otherwise provided herein, the exercise of the rights reserved to the Grantor and the Lessee may be without notice to, consent from or joinder by the Grantee.

16. Amendments. The terms and conditions of this grant shall not be varied in its terms by any oral agreement or representation, nor otherwise except by an instrument in writing executed by all parties by their respective officers or other persons duly authorized.

17. Severability. In the event any term, covenant or condition contained in this grant is held invalid by any court, such invalidity shall not affect any other term, covenant or condition, provided, that such



invalid provision shall be deemed automatically adjusted to conform to the requirements for validity as declared at such time, and, as so adjusted, shall be deemed a provision of this grant as though originally included herein.

18. Interpretation. The terms, covenants and conditions of this grant shall in all cases be construed simply according to their fair meaning and not strictly for or against any party. This grant shall be construed in accordance with the laws of the State of Hawaii.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year first above written.

THE TRUSTEES UNDER THE WILL  
AND OF THE ESTATE OF JAMES  
CAMPBELL, DECEASED

F. E. TROTTER, INC.

By \_\_\_\_\_  
Its President

W. H. McVAY, INC.

By \_\_\_\_\_  
Its President

P. R. CASSIDAY, INC.

By \_\_\_\_\_  
Its President

H. C. CORNUELLE, INC.

By \_\_\_\_\_  
Its President

STATE OF HAWAII )  
 : SS.  
CITY AND COUNTY OF HONOLULU )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_,  
before me appeared \_\_\_\_\_,  
to me personally known, who, being by me duly sworn, did say  
that he is the President of F. E. TROTTER, INC., a  
\_\_\_\_\_ corporation; that the seal affixed to  
the foregoing instrument is the corporate seal of said  
corporation, and that said instrument was signed and sealed  
in behalf of said corporation by authority of its Board of  
Directors, and the said officer acknowledged said instrument  
to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public, State of Hawaii

My commission expires \_\_\_\_\_

STATE OF HAWAII )  
 : SS.  
CITY AND COUNTY OF HONOLULU )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_,  
before me appeared \_\_\_\_\_,  
to me personally known, who, being by me duly sworn, did say  
that he is the President of W. H. McVAY, INC., a  
\_\_\_\_\_ corporation; that the seal affixed to  
the foregoing instrument is the corporate seal of said  
corporation, and that said instrument was signed and sealed  
in behalf of said corporation by authority of its Board of  
Directors, and the said officer acknowledged said instrument  
to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public, State of Hawaii

My commission expires \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 : SS.  
\_\_\_\_\_ AND COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_,  
before me appeared \_\_\_\_\_,  
and \_\_\_\_\_, to me personally  
known, who, being by me duly sworn, did say that they are  
the \_\_\_\_\_ and \_\_\_\_\_ of THE  
SHERATON CORPORATION, a \_\_\_\_\_ corporation;  
that the seal affixed to the foregoing instrument is the  
corporate seal of said corporation, and that said instrument  
was signed and sealed in behalf of said corporation by  
authority of its Board of Directors, and the said officers  
acknowledged said instrument to be the free act and deed of  
said corporation.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

My commission expires \_\_\_\_\_

STATE OF HAWAII )  
 : SS.  
COUNTY OF MAUI )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_,  
before me appeared HANNIBAL TAVARES, to me personally  
known, who being by me duly sworn did say that he is the  
Mayor of the County of Maui, a political subdivision of the  
State of Hawaii, and that the seal affixed to the foregoing  
instrument is the lawful seal of the said County of Maui,  
and that the said instrument was signed and sealed in behalf  
of said County of Maui by authority of its Council, and the  
said HANNIBAL TAVARES acknowledged the said instrument to be  
the free act and deed of said County of Maui.

\_\_\_\_\_  
Notary Public, State of Hawaii

My commission expires: \_\_\_\_\_

March 1, 1982

Mr. Arthur K. Goto  
225 Queen Street, Suite 302  
Honolulu, HI 96813

Dear Mr. Goto:

Re: Sheraton Maui Beach Right-of-Way (Brow) at  
TMK 4-4-08:5, Kaanapali, Maui.

In response to your recent correspondence regarding the above B.R.O.W. dated February 16th, 19th, and 23rd, the Planning Department offers the following comments:

1. That the proposed wording, design, and placement of the public beach right-of-way and public right-of-way parking signs as noted on revised plans dated February 18, 1982 are hereby approved.
2. That the planting setback between the proposed sidewalk and the south boundary (adjacent to the Kaanapali Beach Hotel) shall not exceed two (2) feet, and that a Panax hedge pruned to fence height or an appropriate flowering vine shall be planted along this boundary, in order to screen the Kaanapali Beach Hotel service area from public view. In addition, both of the two (2) ft. wide planting setbacks shall be irrigated and planted with a non-aggressive low maintenance groundcover such as Hemigraphis, Laua'e Fern, etc.

Please be advised that March 3rd marks the termination of the thirty (30) day period for "Immediate Implementation" and that no schedule for construction has been received by our office to date.

Mr. Arthur K. Goto

2

March 1, 1982

Should additional clarification be required, please contact this office.

Very truly yours,

CHRISTOPHER L. HART  
Deputy Planning Director

WM:hk

cc: H. Nakamura  
H. R. Betts  
R. Masuda  
G. Archer  
T. Ishikawa  
A. Shinmoto



March 1, 1982

Memorandum

To: Mayor Hannibal Tavares, County of Maui  
From: Christopher L. Hart, Deputy Planning Director  
Subject: Update on Sheraton Maui Beach Right-of-Way at  
TMK 4-4-08:5, Kaanapali, Maui.

In order to keep you up to date on the above matter, we are enclosing copies of recent correspondence concerning the Sheraton Beach Right-of-Way. There has been some progress in recent weeks, and the Planning Department is looking forward to the ultimate resolution of this problem. Also, attached for your review and information is the most recent revision to the proposed plan dated February 18, 1982.

Should you have any comments or questions, please contact this office at 244-7735.

CHRISTOPHER L. HART

WM:hk

Encls.

cc: H. Nakamura  
H. R. Betts  
R. Masuda  
G. Archer  
T. Ishikawa  
A. Shinmoto

HANNIBAL TAVARES  
Mayor



H. RODGER BETTS  
Corporation Counsel

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

February 19, 1982

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DEPT. OF PLANNING  
COUNTY OF MAUI

MEMO TO: Bill Medeiros, Planner  
F R O M: Guy Archer, Deputy Corporation Counsel  
SUBJECT: Sheraton Maui Beach Right of Way

I spoke with Arthur K. Goto, Esq., this afternoon, and he indicated that his firm was taking action on the matter, including obtaining consent from the mortgage holder and approval from the trustees of Campbell Estate. Mr. Goto mentioned that he has just written to Chris Hart, and I suggest that we review the most recent correspondence. In the meantime, I have put a call into Mr. Steve MacMillan at the Campbell Estate to find out what problems the Estate may have on this matter. I recommend that we defer initiating an SMA revocation action until this office has had a reasonable opportunity to investigate and settle the case.

*Guy Archer*  
GUY ARCHER  
Deputy Corporation Counsel

GA: jkm

KASHIWA, IWAI, MOTOOKA AND GOTO

ATTORNEYS AT LAW

A LAW CORPORATION

SUITE 302 TOWN TOWER AT HARBOR SQUARE

225 QUEEN STREET

HONOLULU, HAWAII 96813

GENRO KASHIWA  
WILFRED K. IWAI  
MILTON M. MOTOOKA  
ARTHUR K. GOTO  
PETER T. KASHIWA

RECEIVED

TELEPHONE (808) 521-4943

TELEGRAPHIC ADDRESS

"KASHLAW HONOLULU"

TELEX 7430338

CALL BACK "KKLAW"

FEB 24 11 52 PM '82  
DEPT. OF PLANNING  
COUNTY OF MAUI

February 23, 1982

✓  
Mr. Christopher L. Hart  
Maui Planning Commission  
County of Maui  
200 S. High Street  
Wailuku, Maui 96793

Dear Mr. Hart:

Re: Sheraton Maui Hotel  
Beach Access Pedestrian Easement

1. Thank you for your call on Monday, February 22, 1982.
2. As I understand our discussion, you advised that there is no objection to constructing the sidewalk in such a manner that there is some space between the south edge (the side closest to the Kaanapali Beach Hotel) of the easement, and the paved sidewalk, provided the sidewalk remains six feet wide.
3. Additionally, you advised that you would like us to plant some other type of hedge besides oleander along the boundary fence separating the Sheraton Maui Hotel from the Kaanapali Beach Hotel in order to be sure that the foliage does not grow so thick or lush as to preclude passage of pedestrians on the full six feet of the sidewalk.
4. Thank you for this consideration. We believe the area will be much enhanced by allowing us to screen off the activities of the Kaanapali Beach Hotel's rubbish storage and loading/unloading facilities in this manner, and shall

KASHIWA, IWAI, MOTOOKA AND GOTO

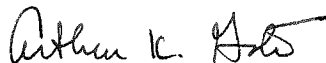
ATTORNEYS AT LAW

A LAW CORPORATION

Mr. Christopher L. Hart  
February 23, 1982  
Page 2

construct the easement in that manner. We do not anticipate revising the plan (which at present bears the revision date February 18, 1982) to show this change, but shall have the hotel incorporate the change by written agreement with the contractor.

Very truly yours,



ARTHUR K. GOTO

AKG:al

cc: Kyo-ya Company, Ltd.  
The Sheraton Corporation  
Attn: Messrs. Takahashi  
Nishizaki  
Equitable Life Assurance Society  
Attn: Mr. Gerald Flieder  
A. James Wriston, Esq.  
Robert Strand, Esq.  
Donald Goo, A.I.A.  
Guy Archer, Esq.  
Deputy Corp. Counsel



KASHIWA, IWAI, MOTOOKA AND GOTO

GENRO KASHIWA  
WILFRED K. IWAI  
MILTON M. MOTOOKA  
ARTHUR K. GOTO  
PETER T. KASHIWA

ATTORNEYS AT LAW  
A LAW CORPORATION  
SUITE 302 TOWN TOWER AT HARBOR SQUARE  
225 QUEEN STREET  
HONOLULU, HAWAII 96813

TELEPHONE (808) 521-4943  
TELEGRAPHIC ADDRESS  
"KASHLAW HONOLULU"  
TELEX 7430338  
CALL BACK "KKLAW"

February 19, 1982

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

RECEIVED  
FEB 24 3 17 AM '82  
COUNTY OF MAUI

Dear Mr. Hart:

Re: Sheraton Maui Beach Right of Way  
TMK: 4-4-8-5 Kaanapali, Maui

1. Please find enclosed, a copy of the latest plans for the above-referenced beach right of way, bearing revision date February 18, 1982. I believe it incorporates such matters as were mentioned in your letter dated February 3, 1982.

2. With regard to the signs, it escaped my attention, but the plans with revision date July 13, 1981 had called for two signs, one being the standard sign, and the second one, immediately adjacent to the entrance reading "Public Parking" in lieu of "Public Right of Way". I trust this meets with your approval.

3. The plans indicate that the six foot sidewalk is to be constructed immediately adjacent to the property boundary. I wonder if we may have your permission to leave about a two foot distance between the boundary and the sidewalk in order that we may plant a hedge in that area. The reason is that the Kaanapali Beach Hotel has its service driveway immediately next to the boundary, to include its rubbish area and its loading area. This is a very unsightly scene to visitors to the beach who will be using the sidewalk. We believe it is in the interest of all concerned to be able to screen out this view with the hedge. As noted, we will also plant a second hedge along the ten-foot border as you indicated in your letter of February 3, 1982.



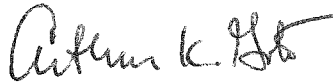
KASHIWA, IWAI, MOTOOKA AND GOTO

ATTORNEYS AT LAW  
A LAW CORPORATION

Mr. Christopher L. Hart  
February 19, 1982  
Page 2

4. May I have your comments on this matter, as well as any comments you may have about the revised plan, to include, if possible the approval of your Department to the plan.

Very truly yours,



ARTHUR K. GOTO

AKG:al  
enclosure

cc: Kyo-ya Company, Ltd.  
The Sheraton Corporation  
Attn: Messrs. Takahashi  
Nizhizaki  
Donald Goo, A.I.A.  
Guy Archer, Deputy Corp.  
Counsel

GENRO KASHIWA  
WILFRED K. IWAI  
MILTON M. MOTOOKA  
ARTHUR K. GOTO  
PETER T. KASHIWA

KASHIWA, IWAI, MOTOOKA AND GOTO  
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SUITE 302 TOWN TOWER AT HARBOR SQUARE  
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CALL BACK "KKLAW"  
DEPT. OF PLANNING  
COUNTY OF MAUI

February 16, 1982

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

Dear Mr. Hart:

Re: Sheraton Maui Beach Right of Way  
TMK: 4-4-08:5, Kaanapali, Maui

1. I returned to my office following a business trip to find your letter dated February 3, 1982 awaiting me.

2. Following our conference on Maui on July 10, 1981, the plan for the sidewalk area, a copy of which was given to you, was revised. A copy of the revision with revision date July 13, 1981 is enclosed for your reference. I believe this revised plan already has provided for the inclusion of the existing property line fence, and also incorporates the modified standard Maui beach right of way sign which announces "Public Parking" in lieu of "Public Right of Way." My recollection is that you had no objection to that change of wording. This plan was sent to AMFAC on July 13, 1981. Subsequently it was sent to the Trustees of the Campbell Estate for their action. My intention was to transmit this revised plan to you for formal approval upon obtaining approval of the property owners as provided in our lease. As of this time the property owners have not advised us of their approval of the plans. However, we shall do all we can to meet your March 3, 1982 implementation date.

3. I have sent your instructions regarding the plans to architect Donald Goo for incorporation into the plan. Would you please advise, however, as to whether you wish the beach right of way sign to read "Public Parking" or "Public Right of Way".

KASHIWA, IWAI, MOTOOKA AND GOTO

ATTORNEYS AT LAW  
A LAW CORPORATION

Mr. Chris Hart  
February 16, 1982  
Page 2

4. The attorney for The Campbell Estate has requested some changes to the Grant of Easement and wrote to me earlier concerning those matters. I have prepared a new form of grant and have sent it to him, along with a request for the mortgagees consent as he has also requested.

5. Kyo-ya Company, Ltd. is ready and willing to proceed with the construction of the beachwalk improvement, and as mentioned, will do all it can to obtain required clearances by your March 3, 1982 date.

Very truly yours,



ARTHUR K. GOTO

AKG:al

cc: Donald Goo, A.I.A.  
Kyo-ya Company, Ltd.  
The Sheraton Corporation  
Attn: Messrs. Takahashi  
Nishizaki  
Arakawa

enclosure

HANNIBAL TAVARES  
Mayor  
TELEPHONE 244-7855



OFFICE OF THE MAYOR  
COUNTY OF MAUI  
WAILUKU, MAUI, HAWAII 96793

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DEPT. OF PLANNING  
COUNTY OF MAUI

*Chris  
for your follow-up*

February 9, 1982

MEMORANDUM

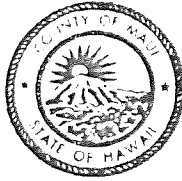
TO: Tosh Ishikawa, Planning Director  
FROM: Ralph Masuda, Administrative Assistant *Rm*  
SUBJECT: Sheraton Maui Beach Right-of-Way

We have received a copy of the letter dated February 3, 1982 from the Planning Department to Mr. Arthur K. Goto on the subject matter. Should there be no action taken within the time frame mentioned in the letter, you are instructed to initiate action to revoke the SMA Permit.

Please keep us informed on this matter.

Thank you for your cooperation.

MAUI PLANNING COMMISSION  
Rogelio Tacdol, Chairman  
Mary Cabustay, Vice Chairman  
Victoria Chung  
Marlene Kaahui  
Stanley Okamoto  
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

February 3, 1982

Mr. Arthur K. Goto, Attorney  
Suite 302 Town Tower at Harbor Square  
225 Queen Street  
Honolulu, Hawaii 96813

Dear Mr. Goto:

Re: Sheraton Maui Beach Right-of-Way (BROW)  
TMK 4-4-08:5, Kaanapali, Maui

In a personal year-end review of pending matters, I note in the last communication regarding the above dated July 10, 1981, Item No. 3, you state that:

"We shall keep you advised of the progress..." of the Beach Right-of-way plan approval process by "... the Trustees of the Estate of James Campbell, Deceased, and one of the Amfac divisions or subsidiaries..."

For your information this office has received no further response to this obvious violation of your Special Management Area (SMA) Permit dated October 11, 1977.

In addition, I have the following positive comments for further refinement of said BROW plan:

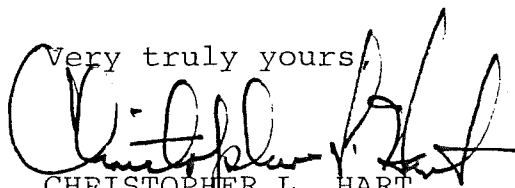
1. The existing property line fence separating the Sheraton Maui and Kaanapali Beach Hotel projects should be identified.
2. The Oleander Hedge should be planted exactly on the ten (10) ft. BROW line to insure that the six (6) ft. wide concrete sidewalk will not be obstructed due to a lack of hedge maintenance. In addition, said hedge should be maintained at a four (4) ft. maximum height, in order to permit visual contact with all public users; as a measure to insure that the public health, safety and welfare is maintained over the entire 720 ft. length.



3. That the concrete paved walkway portion of the required ten (10) ft. wide BROW shall be increased from five (5) ft. to six (6) ft., in order to provide for a safer and improved accommodation of two-way pedestrian traffic over the 720 ft. distance to the ocean. (Please note Condition No. 8 of the SMA Permit.)
4. The asphalt paved area for the five (5) car public parking lot should be extended six (6) ft. minimum in accordance with Attachment Nos. 1 & 2, in order to facilitate the maneuvering of vehicles seeking egress from said lot.
5. Both the BROW and parking signs shall be constructed and installed in accordance with Attachment No. 3, minus the "Eucalyptus or Keawe logs."

(The foregoing comments are documented on Attachment Nos. 1, 2 & 3.)

Please be advised that this office expects immediate implementation of the above BROW plan, and that failure to comply within a period of thirty (30) days will result in the initiation of legal proceedings.

Very truly yours,  
  
CHRISTOPHER L. HART  
Deputy Planning Director

Attachments

cc: Mayor Tavares (w/attachments)  
H. Nakamura  
H. R. Betts  
G. Archer  
T. Ishikawa  
A. Shinmoto  
T. Takahashi

CLH:di

RECEIVED

JUL 10 4 32 PM '81

DEPT. OF PLANNING  
COUNTY OF MAUI

July 10, 1981

Mr. Chris Hart  
Deputy Director  
Department of Planning  
City & County of Maui  
200 South High Street  
Wailuku, HI 96793

Dear Mr. Hart:

1. We transmit herewith, a copy of our tentative improvement plan for the Sheraton-Maui Hotel beach access project. The plan is dated June 30, 1981, for purposes of identification.
2. We thank you for your guidance and rapid response which will permit the hotel owners to submit the plan to the lessors for their action. As you know, the lessor is now the Trustees of the Estate of James Campbell, Deceased, and one of the Amfac divisions or subsidiaries acts as their agent. The plan is tentative while we await their response.
3. We shall keep you advised of the progress of the approval, however, please feel free to call the undersigned if we can also be of assistance in the interim.
4. Thank you again for your kind assistance.

Very truly yours,

KASHIWA, IWAI, MOTOOKA AND GOTO

By: Arthur K. Goto

Arthur K. Goto  
Attorneys for Owners of  
Sheraton-Maui Hotel

AKG:hko

cc: Sheraton-Maui Hotel:  
Mr. E. Nishizaki  
Mr. Tony Burns  
Mr. D. Arakawa

The Sheraton Corporation  
ATTN: Mr. S. Takahashi

Kyo-Ya Company Ltd.

6/25/81

# Hotel told it must provide right-of-way

WAILUKU — The Sheraton-Maui Hotel at Kaanapali has been warned by Maui County that it must provide a paved and marked public right-of-way to the shoreline adjacent to a new addition to the hotel.

Maui County planners in October 1977 had required the right-of-way in granting a special management area permit to construct 30 two-story cottages on the hotel site.

A county official said, the county must follow through on the requirement and the 10-foot-wide right-of-way was not provided.

Arthur Goto, attorney for the hotel, said the hotel is moving to meet the requirement after receiving a notice of non-compliance from county deputy planning director Chris Hart in January.

Goto said he has sent to the county a document for providing an easement for public use on the hotel grounds.

But he could not say when all approvals from hotel officials, Amfac (owner of the Kaanapali Resort) and the county will be granted for paving the right-of-way.

The lack of the right-of-way was reported this week in the Maui Sun.

Questions over lack of public access to the beaches at Kaanapali have been raised in the past, primarily because the county had not regularly made requirements for access until much of the Kaanapali resort had been built.

Hart said yesterday the Maui Planning Commission had granted the SMA permit for the 70-unit hotel expansion in 1977 with conditions for a paved right-of-way, provisions for five public parking stalls, and

signs to denote the presence of the right-of-way.

When the addition to the hotel was completed, the five parking stalls were included with signs to indicate the stalls were for public use.

But the right-of-way, which is about 600 feet away from the shoreline, had not been constructed or marked.

Goto said the hotel management felt it would be better to allow "the public to filter through the hotel grounds" rather than to have a marked access path.

He also said he believed the concern over the lack of a marked access occurred because of insufficient parking area. He said the hotel has occasionally posted an attendant in the parking lot, to tell the public that only the five stalls were for public use,

with the remaining parking stalls reserved for hotel guests.

"Sometimes, the public feels they have a right to park in any of the stalls," he said.

Hart said the primary concern now is to have the right-of-way posted and paved according to the requirements of the SMA permit.

"What we're interested in is having the area defined, so people can walk down to the beach and feel that it's a public area," he said.

He said he did receive an easement document after he wrote to the hotel in January. But the easement has not yet been approved by the hotel owners, by Amfac or by the county. He indicated the county is still waiting for plans on how the right-of-way shall be designed.



# SHERATON CITED FOR LACK OF ACCESS

The county has cited the Sheraton Maui Hotel for being in violation of a Shoreline Management Permit that required the establishment of a shoreline access point on the edge of its Kaanapali property.

A February survey of 47 beach rights of way around the island showed that Sheraton is the only party NOT making any attempt to comply with the requirement. An access point constructed at Wailea was found to be closed to the public because it received heavy damage during the January, 1980 storm. The county is responsible for that access point.

In October, 1977, Sheraton got permission to build 13 two-story cottage-like structures containing 78 hotel rooms through the Shoreline Management Area (SMA) process. The permit was contingent on Sheraton building a 10-foot wide beach right-of-way along side the cottages. That never happened. The county was in contact with the hotel earlier this year about that.

"It was also noted that action by Sheraton Maui to dedicate and develop the beach right of way is long overdue, when we consider the cottage additions have been occupied for more than a year," wrote county Deputy Planning Director Chris Hart in January to the hotel's Honolulu attorney.

Last week in an interview with the Sun, Hart said that he has not heard from the hotel's owners or their

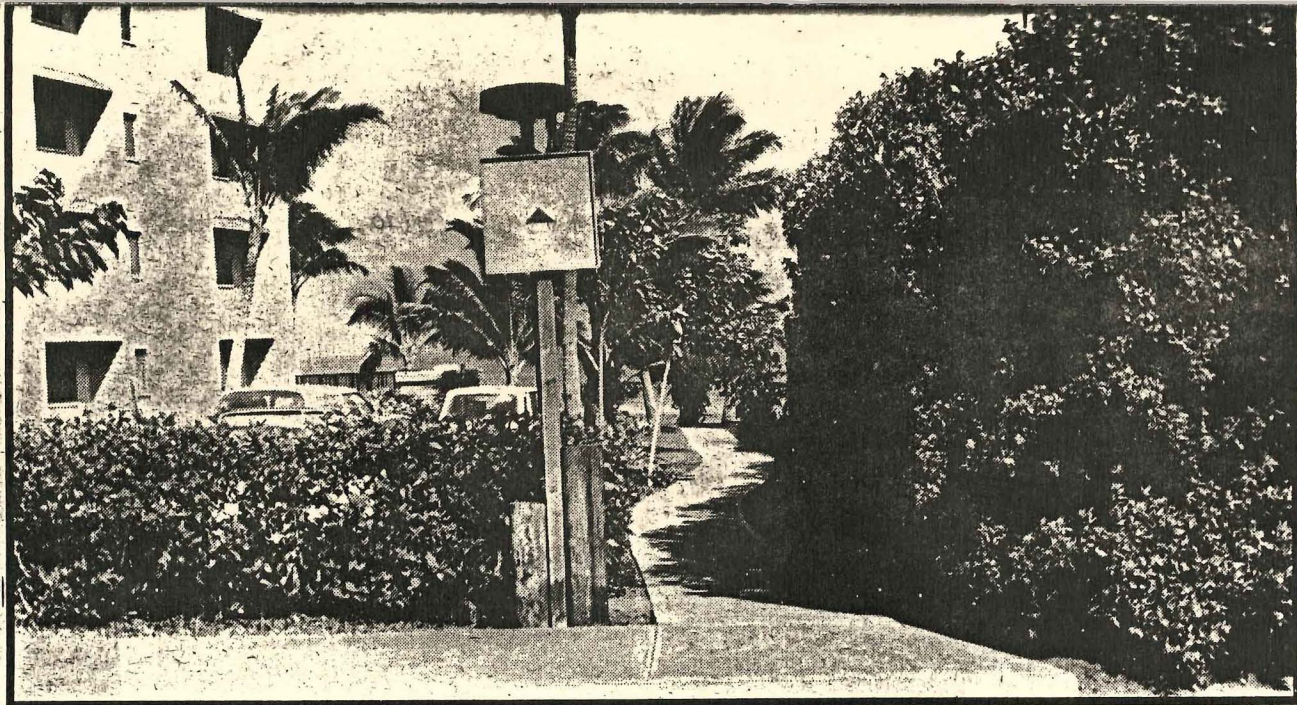
in its history, and a remarkable one for Maui because it shows that the residents of this island know how to take care of their own.

St. Anthony's made special note of the help given to it by the following individuals and businesses: Ed and Elsie Ige, Maurice Sullivan, James W.Y. Wong, Jon Miki, Irwin and Joan Bickson, Jerry and Luana Pang-Ching, Elmer Cravalho, Frank Munoz, Muneo Yamamoto, Marvin Funes, Danny Fong, Phil and Marge Christopher, Hans Riecke, AIA, and the Wailea Development Company.

Last week's program also contained 13 pages of names in small type, 180 names per page. These are the other contributors to the new church, big and small.

The old church burned as Halloween turned into All Saints Day, surely a devilish act. But it resulted in showing what is good about Maui; and what a lot

Dave DeLeon Photo



*A properly marked and maintained beach access is in Maalaea.*

attorney since then. He said that he would write them to inform the hotel that it is in violation of the law. The Sheraton Maui is owned by Kyo-ya Company of Honolulu.

If the matter actually goes to the county's prosecuting attorney's office, the hotel could be fined \$10,000 and a separate \$500 a day until it complies with the law.

The 1977 permit requires Sheraton to build a 10 foot right-of-way, a five-foot walkway from the road to the beach, install a sign marking the right-of-way, dedication of five parking stalls for the public, and landscaping the right-of-way.

The county had received a number of complaints about the Sheraton right-of-way. The five marked parking stalls exist, but they are connected to a regular hotel parking lot, which is controlled by a parking attendant. The attendant, said the complaints, regularly refuses local residents access to the stalls in favor of tourists.

There is no access from the parking lot to the beach. Where the right-of-way should be is heavily planted and unmarked. According to some local beach users, the hotel recently has actually increased its plantings in the area where the access should be.

The review of the status of the county's beach access points was requested by the county administra-

47 access points reviewed, 28 were classified as "open to the public," seven were under construction, three were "unimproved," four were considered unsafe, two are still just proposals, one was a government access right-of-way, and one, Sheraton, was classified as "no access marked." No access at all would be more like it.

The Nov. 14, 1977 Maui Sun listed a total of 117 beach or shoreline access points around Maui.

The county has also recently paved three new beach access points. They include one at the Maui County Club in Sprecklesville, another in Kuau, and a third on the Kihei side of Maalaea.

The county got some heat from the residents near the new Kuau drive-in access, because while there were provisions made for paving the lot, no thought seemed to have been spent in keeping the area clean. They also fear the area will become a favorite pa hana beer party hang-out.

County Parks Director Nolle Smith said the paving job surprised him as well as the residents because his parks manpower is already stretched to its limits.

"We've just got 10 men to maintain 102 acres. That's too much, but we'll manage," Smith said. He noted money for the paving job was appropriated a long while ago.

According to county Public Works Director Ralph Hayashi the paving was done by county personnel.

Maui Sun: JUNE 24, 1981



January 29, 1981

Mr. Arthur K. Goto, Attorney  
Suite 302 Town Tower at Harbor Square  
225 Queen Street  
Honolulu, Hawaii 96813

Dear Mr. Goto:

Re: Sheraton Maui Beach Right-of-Way (BROW)  
TMK 4-4-08:5, Kaanapali, Maui

In acknowledgement of our conversation on January 20, 1981 transmitting a draft of the "Grant of Easements" document for the above BROW, please be advised as follows:

- A. Said draft easement document has been transmitted to the office of the Corporation Counsel for review as to form and legality.  
(Communication of the response shall be forthcoming.)
- B. As evolved in our conversation, this office is anticipating the receipt of a BROW development plan identifying the following:
  - 1. A ten (10) ft. wide BROW, along the southerly property boundary.
  - 2. A six (6) ft. wide paved walkway from the access boulevard to the shoreline setback line; plus paved marked parking for five (5) stalls.
  - 3. Installation of the BROW sign with the identification that five (5) public parking spaces are available.
  - 4. Identification of proposed landscape planting and irrigation.  
(Said development is a specific requirement of the Special Management Area (SMA) Permit.)

It was also noted that action by the Sheraton Maui to dedicate and develop the BROW is long overdue, when we consider that the cottage additions have been occupied for more than a year.



PLANNING COMMISSION  
Wesley Wong, Chairman  
Rogelio Tacdol, Vice Chairman  
Mary Cabuslay  
Patrick Kawano  
Charles Ota  
Marvin Romme  
Ralph Hayashi, Ex-Officio  
William Haines, Ex-Officio



HANNIBAL TAVARES  
Mayor

TOSH ISHIKAWA  
Planning Director

CHRISTOPHER L. HART  
Deputy Planning Director

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ATTORNEY'S OFFICE

JAN 23 8 59 AM '81

DEPT. OF PLANNING  
COUNTY OF MAUI

COUNTY OF MAUI  
WAILUKU, HI 96793  
PLANNING DEPARTMENT

200 S. HIGH STREET  
WAILUKU, MAUI, HAWAII 96793

January 27, 1981

To: Mr. H. Rodger Betts, Corporation Counsel

From: Christopher L. Hart, Deputy Planning Director *CLH*

Subject: Dedication of the Sheraton Maui Hotel Beach Right-of-Way  
at TMK 4-4-08:5 Kaanapali, Maui

Transmitted for your review as to form and legality is the draft "Grant of Easements" document for dedication of the above B.R.O.W. to the County of Maui. In addition, I am enclosing pertinent communications relative to the matter.

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

CLH:hk  
Enclosures

cc: A. Shinmoto w/ encls.

*3/9/81*

*Chris:*

*I have reviewed the document attached. It appears to be in proper form. I am a little confused as to whether right-of-way is intended to satisfy Condition 7 - or 8. Also, don't we want obligation re: paving, sign, and maintenance mentioned?*

*Simon*

January 27, 1981

To: Mr. H. Rodger Betts, Corporation Counsel  
From: Christopher L. Hart, Deputy Planning Director  
Subject: Dedication of the Sheraton Maui Hotel Beach Right-of-Way  
at TMK 4-4-08:5 Kaanapali, Maui

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

CLH:hk  
Enclosures

cc: A. Shinmoto w/ encls.

KASHIWA, IWAI, MOTOOKA AND GOTO

ATTORNEYS AT LAW  
A LAW CORPORATION

SUITE 302 TOWN TOWER AT HARBOR SQUARE  
225 QUEEN STREET  
HONOLULU, HAWAII 96813

GENRO KASHIWA  
WILFRED K. IWAI  
MILTON M. MOTOOKA  
ARTHUR K. GOTO  
PETER T. KASHIWA

TELEPHONE (808) 521-4943

TELEGRAPHIC ADDRESS  
"KASHLAW HONOLULU"

TELEX 7430338

CALL BACK "KKLAW"

January 19, 1981

Mr. Chris Hart  
Planning Department  
County of Maui  
200 S. High St.  
Wailuku, Maui, Hawaii 96793

Via Messenger

RECEIVED  
JAN 20 11 38 AM '81  
COUNTY OF MAUI  
PLANNING

Dear Mr. Hart:

Re: Sheraton Maui Hotel-Beach Easement

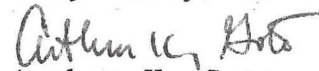
1. Enclosed, please find the suggested form of the grant of easement for the beach access right of way over property on which the Sheraton Maui Hotel is constructed.

2. We would appreciate your staffing the document through the proper agencies for their comments. If it is acceptable, we shall advise the landowner of the approval of the form and request their execution of same.

3. I had hoped to obtain the landowner's approval before presenting the instrument to you, however, their agent, AMFAC, Inc. has insisted that we clear the matter with the County first.

4. Also, I am most appreciative of the opportunity to discuss the remaining requirements of the SMA permit, and look forward to our conference on January 20, 1981.

Very Truly Yours



Arthur K. Goto

Attorney for Kyo-ya Company, Ltd.

enc  
cc: Kyo-ya Company, Ltd.  
The Sheraton Corporation  
Attn: Mr. Nishizaki  
Mr. S. Takahashi

(cc's without enclosure)



RECORDATION REQUESTED BY:

AFTER RECORDATION, RETURN TO:

RETURN BY: MAIL ( ) PICKUP ( )

RECEIVED  
JAN 20 11 38 AM '81  
DEPT. OF LAND & NATURAL RESOURCES  
COUNTY OF MAUI

SPACE ABOVE THIS LINE FOR REGISTRAR'S USE

GRANT OF EASEMENTS

THIS INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_, 198\_, by and between the Trustees under the Will and of the Estate of James Campbell, Deceased, acting in their fiduciary and not their individual capacities, hereinafter called the "Grantor", and the COUNTY OF MAUI, a body politic and corporate of the State of Hawaii, the principal place of business and post office address of which is 200 South High Street, Wailuku, Maui 96793, hereinafter called the "Grantee".

W I T N E S S E T H :

That the Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00), to it paid by the Grantee, receipt whereof is hereby acknowledged, and of the covenants and agreements hereinafter contained, does hereby grant unto the Grantee, non-exclusive easements of right-of-way to be used only for pedestrian travel in common with the Grantor, its successors, assigns, employees, agents, business guests, lessees, business guests of lessees and others entitled thereto along the following property, to wit:

Easement 37 (seven feet wide) as designated over and across Lot 53 as shown on Map 13;



Easement 72

(three feet wide) as designated on Map 30 over and across Lot 53 as shown on Map 13;

all as filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1744 of Pioneer Mill Company, Limited, said Lot 53 being a portion of the land described in Grantor's Transfer Certificate of Title No. \_\_\_\_\_.

TO HAVE AND TO HOLD said non-exclusive easements of right-of-way, unto the Grantee, its successors and permitted assigns, forever.

IN CONSIDERATION of the easements of right-of-way hereby granted, the Grantor and Grantee hereby covenant and agree:

1. That the Grantee, its successors and permitted assigns, will indemnify and save harmless the Grantor, its successors and assigns, including lessees of Lot 53 aforesaid, from and against all claims and demands for loss or damage to the property of Grantor or to the property of others situated outside the easement area, and from liability for injury to or death of persons, and also by reason of accident, fire, or any nuisance arising out of or in connection with the use or occupancy of the easement areas or made or suffered on the easement areas by the Grantee, its successors and permitted assigns, or any person claiming by, through or under it, when such loss, damage, injury, death, accident, fire or nuisance arises or proximately results from the negligence of the Grantee, its officers, agents or servants, and will reimburse the Grantor, its successors and assigns, for any attorneys' fees or other costs and expenses in connection with the defense of any such claims or demands.

2. That the Grantee shall not assign any right here-

in granted or otherwise given, except to a successor or permitted assign, without the written consent of Grantor, its successors or assigns, and Grantor for itself, its successors and assigns agrees such consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Trustees Under the Will and of  
the Estate of James Campbell,  
Deceased

-Grantor-

COUNTY OF MAUI

By \_\_\_\_\_  
Its:

-Grantee-

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 1980, before  
me personally appeared \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_

\_\_\_\_\_, four of the Trustees of the Estate of James Campbell, to me known to be the persons described in and who executed the foregoing instrument, and severally acknowledged that they executed the same as their free act and deed as such Trustees.

Notary Public, State of Hawaii

My commission expires: \_\_\_\_\_

STATE OF HAWAII )  
 )  
COUNTY OF MAUI ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 1980, before me personally appeared HANNIBAL TAVARES, to me known, who, being by me duly sworn, did say that he is the Mayor of the COUNTY OF MAUI, a municipal corporation, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and that the instrument was signed and sealed in behalf of said municipal corporation by authority of its County Council, and said HANNIBAL TAVARES acknowledged the instrument to be the free act and deed of said municipal corporation.

Notary Public, State of Hawaii

My commission expires: \_\_\_\_\_

GENRO KASHIWA  
WILFRED K. IWAI  
MILTON M. MOTOOKA  
ARTHUR K. GOTO  
PETER T. KASHIWA

KASHIWA, IWAI, MOTOOKA AND GOTO  
ATTORNEYS AT LAW  
A LAW CORPORATION  
SUITE 302 TOWN TOWER AT HARBOR SQUARE  
225 QUEEN STREET  
HONOLULU, HAWAII 96813

TELEPHONE (808) 521-4943  
TELEGRAPHIC ADDRESS  
"KASHLAW HONOLULU"  
TELEX 7430338  
CALL BACK "KKLAW"

January 19, 1981

Mr. Chris Hart  
Planning Department  
County of Maui  
200 S. High St.  
Wailuku, Maui, Hawaii 96793

Via Messenger

RECEIVED  
JAN 20 11 38 AM '81  
COUNTY OF MAUI  
PLANNING

Dear Mr. Hart:

Re: Sheraton Maui Hotel-Beach Easement

1. Enclosed, please find the suggested form of the grant of easement for the beach access right of way over property on which the Sheraton Maui Hotel is constructed.

2. We would appreciate your staffing the document through the proper agencies for their comments. If it is acceptable, we shall advise the landowner of the approval of the form and request their execution of same.

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Very Truly Yours

*Arthur K. Goto*

Arthur K. Goto

Attorney for Kyo-ya Company, Ltd.

enc  
cc: Kyo-ya Company, Ltd.  
The Sheraton Corporation  
Attn: Mr. Nishizaki  
Mr. S. Takahashi

(cc's without enclosure)



RECORDATION REQUESTED BY:

AFTER RECORDATION, RETURN TO:

RETURN BY: MAIL ( ) PICKUP ( )

RECEIVED  
JAN 20 11 38  
COUNTY OF MAUI  
REG. CLERK

SPACE ABOVE THIS LINE FOR REGISTRAR'S USE

GRANT OF EASEMENTS

THIS INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_, 198\_, by and between the Trustees under the Will and of the Estate of James Campbell, Deceased, acting in their fiduciary and not their individual capacities, hereinafter called the "Grantor", and the COUNTY OF MAUI, a body politic and corporate of the State of Hawaii, the principal place of business and post office address of which is 200 South High Street, Wailuku, Maui 96793, hereinafter called the "Grantee".

W I T N E S S E T H :

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Easement 37 (seven feet wide) as designated over and across Lot 53 as shown on Map 13;

Easement 72

(three feet wide) as designated  
on Map 30 over and across Lot  
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all as filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1744 of Pioneer Mill Company, Limited, said Lot 53 being a portion of the land described in Grantor's Transfer Certificate of Title No. \_\_\_\_\_.

TO HAVE AND TO HOLD said non-exclusive easements of right-of-way, unto the Grantee, its successors and permitted assigns, forever.

IN CONSIDERATION of the easements of right-of-way hereby granted, the Grantor and Grantee hereby covenant and agree:

1. That the Grantee, its successors and permitted assigns, will indemnify and save harmless the Grantor, its successors and assigns, including lessees of Lot 53 aforesaid, from and against all claims and demands for loss or damage to the property of Grantor or to the property of others situated outside the easement area, and from liability for injury to or death of persons, and also by reason of accident, fire, or any nuisance arising out of or in connection with the use or occupancy of the easement areas or made or suffered on the easement areas by the Grantee, its successors and permitted assigns, or any person claiming by, through or under it, when such loss, damage, injury, death, accident, fire or nuisance arises or proximately results from the negligence of the Grantee, its officers, agents or servants, and will reimburse the Grantor, its successors and assigns, for any attorneys' fees or other costs and expenses in connection with the defense of any such claims or demands.

2. That the Grantee shall not assign any right here-

in granted or otherwise given, except to a successor or permitted assign, without the written consent of Grantor, its successors or assigns, and Grantor for itself, its successors and assigns agrees such consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Trustees Under the Will and of  
the Estate of James Campbell,  
Deceased

-Grantor-

COUNTY OF MAUI

By \_\_\_\_\_  
Its:

-Grantee-

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

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me personally appeared \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_

\_\_\_\_\_, four of the Trustees of the Estate of James Campbell, to me known to be the persons described in and who executed the foregoing instrument, and severally acknowledged that they executed the same as their free act and deed as such Trustees.

Notary Public, State of Hawaii

My commission expires: \_\_\_\_\_

STATE OF HAWAII )  
COUNTY OF MAUI ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 1980, before me personally appeared HANNIBAL TAVARES, to me known, who, being by me duly sworn, did say that he is the Mayor of the COUNTY OF MAUI, a municipal corporation, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and that the instrument was signed and sealed in behalf of said municipal corporation by authority of its County Council, and said HANNIBAL TAVARES acknowledged the instrument to be the free act and deed of said municipal corporation.

Notary Public, State of Hawaii

My commission expires: \_\_\_\_\_



Sheraton Hotel  
B.R.O.W.

September 5, 1980

Mr. Don Timbie  
Sheraton Maui  
Kaanapali, Maui 96761

Dear Mr. Timbie:

Re: Requirement for a public beach right-of-way  
easement in conjunction with the Special  
Management Area Permit for the 78-unit expansion  
to the Sheraton Maui Hotel.

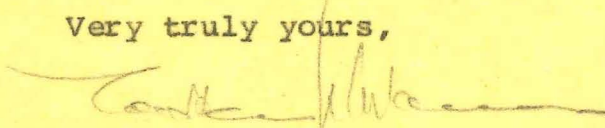
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find enclosed the following:

1. Copy of my letter to Mr. Donald Goo of Wimberly, Whisenand,  
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2. Copy of the memorandum of the Maui Planning Department,  
dated October 11, 1977, which was adopted by the Maui  
Planning Commission. I call to your attention items #7  
and #8.
3. Copy of a letter to Mr. Arthur Goto, Attorney, dated  
November 8, 1977, from Mr. Christopher L. Hart.

I trust the enclosures will clarify the matter of the public  
beach access.

Please contact my office, should you have any questions.

Very truly yours,

  
TOSHIO ISHIKAWA  
Planning Director

Encls.

cc: Chris Hart ✓

AMFAC PROPERTY CORP.

P. O. BOX 696

LAHAINA, MAUI, HAWAII 96761

TELEPHONE (808) 667-7411

August 27, 1980

Mr. Don Timbie, General Manager  
Sheraton Maui Hotel  
Kaanapali Beach, Maui, Hi 96761

Dear Don:

In conjunction with the latest addition to the Sheraton Maui Hotel, Sheraton committed to provide public parking and a public beach access as one of their SMA conditions. It is my understanding that these conditions are legally enforceable by the County.

In response to complaints by the general public, the County Planning Department has inspected this beach access for conformance. They have found that there is no defined access-way to the beach from the designated public parking area. Our own inspection confirms this discrepancy. It would seem that the most economical and direct resolution would be to add a concrete walkway surface from the immediate vicinity of the designated public parking stalls to your existing concrete walkway that services the Lahaina-most cottages, plus an extension of the same walkway directly to the beach. We also understand that the walkway must be designated with a standard public beach access sign.

Prior to taking any action, I suggest you contact the Planning Director, Tosh Ishikawa, directly at 244-7735. He is expecting your call.

If I can be of any assistance, please do not hesitate to contact me.

Sincerely,

Wayne N. Hedani  
Resort Administration Manager

WNH/ar

xc: TT  
xc: Tosh Ishikawa  
TENNY TAKAHASHI  
AUG 30 1980

9/2/80  
C. A. S. Co. for your attention  
T. A. S. Co.

AN AMFAC COMPANY

RECEIVED

AUG 33 10 11 AM '80

DEPT. OF PLANNING  
COUNTY OF MAUI

November 8, 1977

Mr. Arthur Goto, Attorney  
Suite 302  
225 Queen Street  
Honolulu, Hawaii 96813

Dear Mr. Goto:

Re: Special Management Area Permit to construct  
a 78-unit expansion to the existing Sheraton  
Maui Hotel at TMK 4-4-08:5, Kaanapali, Maui

In response to our telephone conversation of October 28, 1977,  
regarding the permit for the above project, please be advised of the  
following:

1. I am enclosing herewith a copy of the letter transmitting  
the Maui Planning Commission's action on October 11th with enclosures.  
The memorandum transmitting the staff's recommendation contains the  
changes to conditions 7 & 8 which were read into the minutes.

2. Also, I have discussed the matter of conveyance of the beach  
right-of-way and parking as a "public easement" with the Planning  
Director, Toshio Ishikawa, and it is the recommendation of this office  
that said easement should be set aside in perpetuity and not for the  
duration of the Sheraton lease. This recommendation is being made  
because Kaanapali Beach Resort is a totally-planned and wholly-owned  
resort destination area, and all public amenities should be identified  
with the total complex.

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

Very truly yours,

CHRISTOPHER L. HART  
Landscape Architect/Planner

Encl.

cc: Toshio Ishikawa  
LUCA

October 19, 1977

Mr. Donald W. Y. Goo, Architect  
Wimberly, Whisenand, Allison, Tong & Goo  
2222 Kalakaua Avenue, Penthouse  
Honolulu, Hawaii 96815

Dear Mr. Goo:

Pursuant to Section 15 of the Interim Coastal Zone Management Rules and Regulations of the County of Maui, the Maui Planning Commission at its regular meeting on October 11, 1977, conducted a public hearing relative to your request for a special management area permit to construct a 78-unit expansion to the existing Sheraton Maui Hotel consisting of 13-two story woodframe buildings at TMK 4-4-08:5 Kaanapali, Maui.

Following a period of deliberation, the Commission unanimously voted to approve the special management area permit subject to the conditions defined in the attached memorandum.

Please also note that the staff report dated October 11, 1977, is enclosed for your review.

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

Yours very truly,

TOSH ISHIKAWA  
Planning Director

Encl.

cc LUCA w/encl.



October 11, 1977

MEMORANDUM

TO: Maui Planning Commission  
FROM: Planning Staff  
SUBJECT: Mr. Donald W.Y. Goo, Architect on behalf of Kyo-ya Company, Ltd., a Hawaii Corporation requesting a Special Management Area Permit to construct a 78-unit expansion to the existing Sheraton Maui Hotel.

RECOMMENDATION:

The Planning Department finds that the policies set forth in Section 7 of the Rules and Regulations have been essentially met, and, therefore, approval of the Special Management Area Permit is recommended in accordance with the plans dated June 30, 1977, and subject to the following conditions:

1. That construction of the proposed project shall be initiated within nine (9) months from the date of the granting of the Special Management Area Permit.
2. That appropriate measures shall be taken during construction to mitigate the short-term impact of the project relative to soil erosion from wind and water and increased ambient noise levels.
3. That required grading of the site shall not alter the existing natural drainage pattern.
4. That increased storm runoff from the developed site shall be disposed of in accordance with County standards.
5. That the proposed buildings shall be sited and structurally designed in response to their location within an area subject to potential tsunami inundation.
6. That the shoreline shall be certified within six (6) months prior to the filing of a building permit application, in order to establish the required forty (40) ft. shoreline setback line.
7. That the proposed seven (7) ft. wide beach right of way shall be increased to ten (10) feet wide and that ~~four (4)~~ <sup>FIVE (5)</sup> paved parking stalls shall be provided immediately adjacent and identified for public use.
8. That the proposed ten (10) ft. wide ~~beach~~ <sup>PAVED</sup> right of way shall be set aside as a public easement in favor of the County of Maui and shall be maintained as part of the hotel grounds.
9. That the proposed beach right-of-way shall be publicly identified by the standard Maui County Beach Right-of-Way sign mounted on a 4 in. by 4 inc. redwood post.
10. That the fencing for the proposed tennis courts shall be covered with a fabric windscreen and that substantial foundation planting shall be provided around each court.
11. That a pedestrian sidewalk shall be provided linking the parking lot and entrance boulevard with the lobby.
12. That the relocated cooling tower above the laundry shall be visually screened through architectural treatment and the use of plant materials.

13. That full compliance with the attached Standard Comments of the Urban Design Review Board relative to color scheme and architectural and landscape architectural details.

14. That the Special Management Area Permit shall be valid for a period of ten (10) years from the date of its granting, and that said permit may be extended "for good cause" where no changes have been made or will be made in the original plans as specified.

15. That the applicant, its successors and assigns, shall save and hold the County of Maui harmless from and against any loss, liability, claim or demand arising out of this permit.

16. That full compliance with all Federal, State and County requirements shall be rendered.

STANDARD COMMENTS  
URBAN DESIGN REVIEW BOARD  
COUNTY OF MAUI

1. Final landscape architectural plans should be prepared which reflect the following:
  - a. A complete site plan defining site grading, surface drainage and circulation.
  - b. A complete site irrigation system defining head locations, coverage and pipe sizes.
  - c. A complete site planting and lighting plan defining plant locations, names, sizes and quantities plus necessary landscape lighting.
  - d. Design drawings for an entrance feature which shall identify the project and contribute to the enhancement of the streetscape.
  - e. Depression and/or visual screening of parking areas from public view.
  - f. Specification of one large crown shade tree for every five (5) parking stalls to be located in planted areas which are curbed and four (4) feet minimum in width and adjacent to required maneuvering lanes.
  - g. Provision of permanent wheel stops for parking spaces abutting pedestrian walkways, in order to control the encroachment of automobile bumper overhang.
  - h. Provision of an efficiently developed and aesthetically integrated service and trash disposal system.
  - i. Visual screening or enclosure of electric meter bank(s), electric transformer(s), liquid propane gas tank(s), sewage treatment plant(s) and pool equipment, if required.
  - j. Specification of parking area and pedestrian walkway lighting fixtures which are dark metal or wood surfaces, and which do not exceed ten (10) feet in height. (All additionally required lighting should result from indirect landscape sources and low intensity building wall-mounted fixtures.)
2. Final architectural plans should be prepared which reflect or consider the following:
  - a. Incorporation of planting as an architectural element.
  - b. Specification of exterior railings and window frames which are dark metal or wood surfaces.
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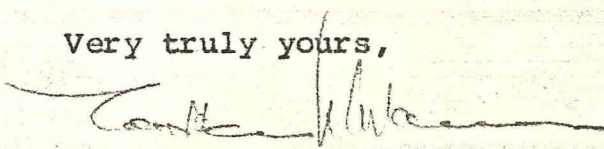
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P. O. BOX 696

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TELEPHONE (808) 667-7411

RECEIVED

AUG 33 10 11 AM '80

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