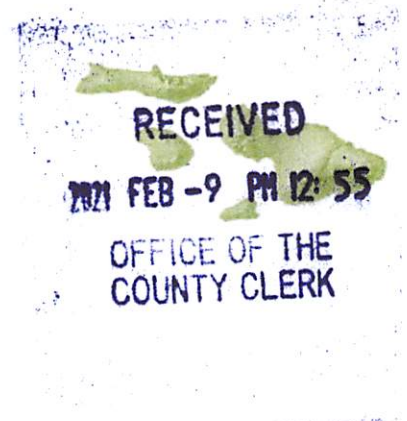
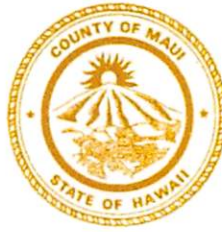


MICHAEL P. VICTORINO
Mayor
MICHELE CHOUTEAU MCLEAN, AICP
Director
JORDAN E. HART
Deputy Director



DEPARTMENT OF PLANNING
COUNTY OF MAUI
ONE MAIN PLAZA
2200 MAIN STREET, SUITE 315
WAILUKU, MAUI, HAWAII 96793
February 5, 2021

Honorable Michael P. Victorino
Mayor, County of Maui
200 South High Street
Wailuku, Hawaii 96793

APPROVED FOR TRANSMITTAL

Michael P. Viti 2/9/21
Mayor Date

For Transmittal to:

Honorable Alice L. Lee, Chair
and Members of the Maui County Council
200 South High Street
Wailuku, Hawaii 96793

Dear Chair Lee and Members:

**SUBJECT: BILL FOR AN ORDINANCE AMENDING THE
CONDITIONAL PERMIT (CP) GRANTED BY ORDINANCE
NO. 2101 (1992) AND AMENDED BY ORDINANCE
NOS. 2360 (1994), 2800 (1999), AND 3201 (2004) TO
ALEXANDER AND BALDWIN SUGAR MUSEUM FOR
MUSEUM USE TO ALLOW FOR AN EXPANSION OF THE
MUSEUM USE AND A TIME EXTENSION ON PROPERTY
SITUATED ON APPROXIMATELY 4.166 ACRES IN THE
R-1 RESIDENTIAL DISTRICT, LOCATED AT
3957 HANSEN ROAD, PUUNENE, MAUI, HAWAII
TMK: (2) 3-8-006:004 (POR.) (CP 89/0002)**

The Department of Planning (Department) is transmitting for your review and action an amendment request to Conditional Permit (CP 89/0002).

The Sugar Museum received a grant in 2019 to expand their master plan to include additional leased area for a display for a historic steam engine and additional landscaping. The Maui Planning Commission reviewed the application at its December 10, 2019, public hearing.

Following the public hearing, delays were incurred due to having to obtain documents from the applicant that were needed by the Department of the Corporation Counsel before signing the proposed bill, and also due to staffing shortages and changes within the Department.

A summary of the proposed amendments to the conditional permit are as follows:

COUNTY COMMUNICATION NO. 21-123

Honorable Michael P. Victorino, Mayor
 For Transmittal to:
 Honorable Alice Lee, Chair
 February 5, 2021
 Page 2

SUMMARY OF APPLICATION	
Application:	CP Amendment (CP 89/0002)
Applicant:	Doug Sheehan, President, Board of Directors, Alexander & Baldwin Sugar Museum
Tax Map Key:	(2) 3-8-006:004 (por.)
Address:	3957 Hansen Road, Puunene, Island of Maui, Hawaii
Owner:	Alexander & Baldwin, LLC
Leased Area:	4.166 acres
Land Use Designations:	State Urban District Maui Island Plan: Outside Protected Areas Wailuku-Kahului Community Plan: Heavy Industrial Title 19, Zoning: R-1 Residential District Other: Outside the Special Management Area
Brief Description:	The Applicant proposes to expand the original approved leased area of 1.773 acres by 2.393 acres for a total approved leased area of 4.166 acres. The leased area represents a portion of the total 237.059 acre parcel. The purpose of the expansion is to implement the museum's master plan, which calls for the development of a multi-purpose building to house a meeting room, restroom, and additional exhibition space for components of the Sugar Cane Train; outdoor display and garden areas; additional vehicle and bus parking; upgraded circulation throughout the exhibition areas; use of the former director's residence for meeting and community space; and use of a portion of newly acquired vacant land for museum sponsored events.
Public Hearing:	A public hearing was held by the Maui Planning Commission (Commission) on December 10, 2019.
Approval as to Form and Legality	Subsequent to the Public Hearing, a Request for Legal Services was transmitted to the Department of the Corporation Counsel. All requested documents have been received by the Department, compiled, and attached as exhibits.
Testimony:	Five individuals testified in support of the project. There was no testimony in opposition to the project. Two letters in support of the project were received prior to the public hearing and are included in the Staff Report.
Recommendation:	The Commission recommended approval subject to the conditions listed in this transmittal.

Honorable Michael P. Victorino, Mayor
For Transmittal to:
Honorable Alice Lee, Chair
February 5, 2021
Page 3

The Commission recommended approval of the CP to the Maui County Council (“Council”) subject to the following conditions:

1. That full compliance with all applicable governmental requirements shall be rendered.
2. That the CP shall be valid until **January 30, 2029**, provided that an extension of this permit beyond this expiration date may be granted pursuant to Section 19.40.090, Maui County Code.
3. That the CP shall be non-transferable unless the Council approves a transfer by ordinance.
4. That Alexander and Baldwin Sugar Museum, its successors and permitted assigns shall exercise reasonable due care as to third parties with respect to all areas affected by subject CP and shall procure at his/her/their own cost and expense, and shall maintain during the entire period of this CP, a policy or policies of comprehensive liability insurance in the minimum amount of \$1,000,000 naming the County of Maui as an additional insured, insuring and defending the permittee and County of Maui against any and all claims or demands for property damage, personal injury and/or death arising out of this CP, including, but not limited to: (1) claims from any accident in connection with the permitted use, or occasioned by any act or nuisance made or suffered in connection with the permitted use in the exercise by the Applicant of said rights; and (2) all actions, suits, damages and claims by whomsoever brought or made by reason of the non-observance or non-performance of any of the terms and conditions of this CP. The CP shall not be effective until Alexander and Baldwin Sugar Museum transmits proof of insurance to the Department.
5. That the Applicant shall develop the property in substantial compliance with the representations made to the Council in obtaining the CP. Failure to so develop the property may result in the revocation of the CP pursuant to Section 19.40.080, Maui County Code.
6. That low level lighting shall be used on the building and within the landscaped areas and further parking lot lighting shall be fully shielded.
7. That no fireworks or pyrotechnics displays shall be deployed from the property.

Inasmuch as Council approval is required for the CP amendment, the Department respectfully transmits the subject application to the Council for consideration. Accordingly,

Honorable Michael P. Victorino, Mayor
For Transmittal to:
Honorable Alice Lee, Chair
February 5, 2021
Page 4

attached for your review are the following exhibits:

1. Proposed bill entitled, "A BILL FOR AN ORDINANCE AMENDING THE CONDITIONAL PERMIT GRANTED BY ORDINANCE NO. 2101 (1992) AND AMENDED BY ORDINANCE NOS. 2360 (1994), 2800 (1999) AND 3201 (2004) TO ALEXANDER AND BALDWIN SUGAR MUSEUM, FOR MUSEUM USE TO ALLOW FOR AN EXPANSION OF THE MUSEUM USE AND FOR A TIME EXTENSION ON APPROXIMATELY 4.166 ACRES IN THE R-1 RESIDENTIAL DISTRICT AT 3957 HANSEN ROAD, TAX MAP KEY (2) 3-8-006:004 (POR.) PUUNENE, MAUI, HAWAII"
2. Conditional Permit Amendment Application dated February 2019;
3. Time Extension Approval dated April 23, 2014;
4. Department's Report, Recommendation, and Agency Comments to the Commission, dated December 10, 2019;
5. Applicant's PowerPoint Presentation, dated December 10, 2019;
6. Maui Planning Commission Recommendation to County Council, dated December 12, 2019; and
7. Adopted Minutes of the December 10, 2019, Commission meeting.

Thank you for your attention to this matter. Should you have any questions, please feel free to transmit them to the Department of Planning through the Office of the Mayor.

Sincerely,



MICHELE MCLEAN, AICP
Planning Director

Attachments

xc: Clayton I. Yoshida, Planning Program Administrator (PDF)
Kimberley Willenbrink, Staff Planner (PDF)
Bryan Esmeralda, Munekiyo & Hiraga (PDF)

MCM:KCW:lp

K:\WP_DOCS\Planning\CP\1989\0002_A&BSugarMuseum\Council Transmittals\TransmitToCouncil.docx

ORDINANCE NO. _____

BILL NO. _____ (2021)

A BILL FOR AN ORDINANCE AMENDING THE CONDITIONAL PERMIT GRANTED BY ORDINANCE NO. 2101 (1992) AND AMENDED BY ORDINANCE NOS. 2360 (1994), 2800 (1999) AND 3201 (2004) TO ALEXANDER AND BALDWIN SUGAR MUSEUM, FOR MUSEUM USE TO ALLOW FOR AN EXPANSION OF THE MUSEUM USE AND FOR A TIME EXTENSION ON APPROXIMATELY 4.166 ACRES IN THE R-1 RESIDENTIAL DISTRICT AT 3957 HANSEN ROAD, TAX MAP KEY (2) 3-8-006:004 (POR.) PUUNENE, MAUI, HAWAII

BE IT ORDAINED BY THE PEOPLE OF THE COUNTY OF MAUI:

SECTION 1. Pursuant to Chapter 19.40, Maui County Code, the conditional permit granted by Ordinance No. 2101 (1992) and amended by ordinance nos. 2360 (1994), 2800 (1999) and 3201 (2004) is hereby expanded to include an area of 4.166 acres as described in Exhibit "A", and as designated on the map attached as Exhibit "B", and subject to the amended conditions imposed in Section 2 of this ordinance.

SECTION 2. The granting of this Conditional Permit is subject to the following conditions:

1. That full compliance with all applicable governmental requirements shall be rendered.
2. That the Conditional Permit shall be valid until January 30, 2029, provided that an extension of this permit beyond this expiration date may be granted pursuant to Section 19.40.090, Maui County Code.

3. That the Conditional Permit shall be nontransferable unless the Council approves transfer by ordinance.
4. That Alexander & Baldwin Sugar Museum, its successors and permitted assigns shall exercise reasonable due care as to third parties with respect to all areas affected by subject Conditional Permit and shall procure at its own cost and expense, and shall maintain during the entire period of this Conditional Permit, a policy or policies of comprehensive liability insurance in the minimum amount of ONE MILLION AND NO/100 DOLLARS (\$1,000,000) naming the County of Maui as an additional insured, insuring and defending the Alexander & Baldwin Sugar Museum and County of Maui against any and all claims or demands for property damage, personal injury and/or death arising out of this Conditional Permit, including, but not limited to: (1) claims from any accident in connection with the permitted use, or occasioned by any act or nuisance made or suffered in connection with the permitted use in the exercise by the Alexander & Baldwin Sugar Museum of said rights; and (2) all actions, suits, damages and claims by whomsoever brought or made by reason of the non-observance or non-performance of any of the terms and conditions of this Conditional Permit. A copy of the certificate of insurance naming County of Maui as an additional insured shall be submitted to the Department of Planning within ninety (90) calendar days from the date of approval of this Conditional Permit, or prior to starting operations, whichever is first. The proof of insurance and all subsequent certifications of insurance coverage shall be submitted directly by the insurance carrier to the Department and shall include the applicable TMK and permit numbers.
5. That the Alexander & Baldwin Sugar Museum shall develop the property in substantial compliance with the representations made to the Maui County Council in obtaining the Conditional Permit. Failure to so develop the property may result in the revocation of the Conditional Permit pursuant to Section 19.40.080, Maui County Code.
6. That low level lighting shall be used on the buildings and within the landscaped areas, and parking lot lighting shall be fully shielded.
7. That no fireworks or pyrotechnics displays shall be deployed from the property.

SECTION 3. This ordinance shall take effect upon its approval.

APPROVED AS TO FORM
AND LEGALITY:

/s/ Michael J. Hopper

MICHAEL J. HOPPER
Deputy Corporation Counsel
County of Maui
LF 2020-0241
2021-01-29 Ordinance A&B Sugar Museum

EXHIBIT "A"

LAND DESCRIPTION SUGAR MUSEUM LEASE

PORTION OF LOT 2-C-4-C-1-E FIRST ASSEMBLY OF GOD SUBDIVISION

All that certain Parcel of land lying on the Easterly side of Puunene Avenue and the Northerly side of Hansen Road, being a portion of Lot 2-C-4-C-1-E of the First Assembly Of God Subdivision, being also a portion of Grant 3343 to Claus Spreckels. Situated at Puunene, Wailuku, Maui, Hawaii and being more particularly described as follows:

BEGINNING at the Northwest corner of this parcel of land at a point on the Easterly side of Puunene Avenue (90.00 feet wide), said point lying distant thereon 149° 25' 30" 367.64 feet from the Southwest corner said Lot 2-C-4-C-1-E (said Southwest corner being the Westerly point of tangency of that certain curve having a radius of 50.00 feet), the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE", being:

3,822.65 feet South
13,663.04 feet East

and running by azimuths measured clockwise from True South:

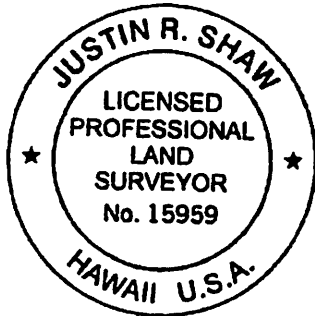
1. 239° 25' 30" 432.69 feet along remainder of said Lot 2-C-4-C-1-E;
2. 329° 25' 30" 419.75 feet along same;
3. 58° 32' 30" 303.54 feet along the Northerly side of Hansen Road;
4. 148° 32' 30" 8.00 feet along same;
5. 58° 32' 30" 78.30 feet along same;
6. thence along same on a curve to the right having a radius of 50.00 feet and a central angle of 90° 53", the chord azimuth and distance being:
103° 59' 00" 71.25 feet;
7. 149° 25' 30" 367.64 feet along the Easterly side of Puunene Avenue to the **POINT OF BEGINNING** and containing an area of 4.166 Acres.

SUBJECT, HOWEVER TO:

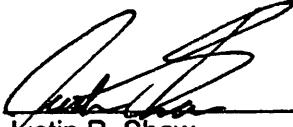
- a. Easement "S-3" for sewer purposes per Document No. A-47440538, dated December 27, 2012.
- b. Easement "S-1A" for sewer purposes per Document No. A-47440535, dated December 27, 2012.
- c. Easement "IR-1" for irrigation purposes per Document No. A-47440534, dated December 27, 2012.
- d. Any and all existing roadways, trails, easements, rights of way, flumes and irrigation ditches.
- e. Mineral and water rights of any nature.
- f. Any unrecorded leases and matters arising from or affecting the same.

PREPARED BY:
A&B Properties Hawaii, LLC

Date: August 20, 2020

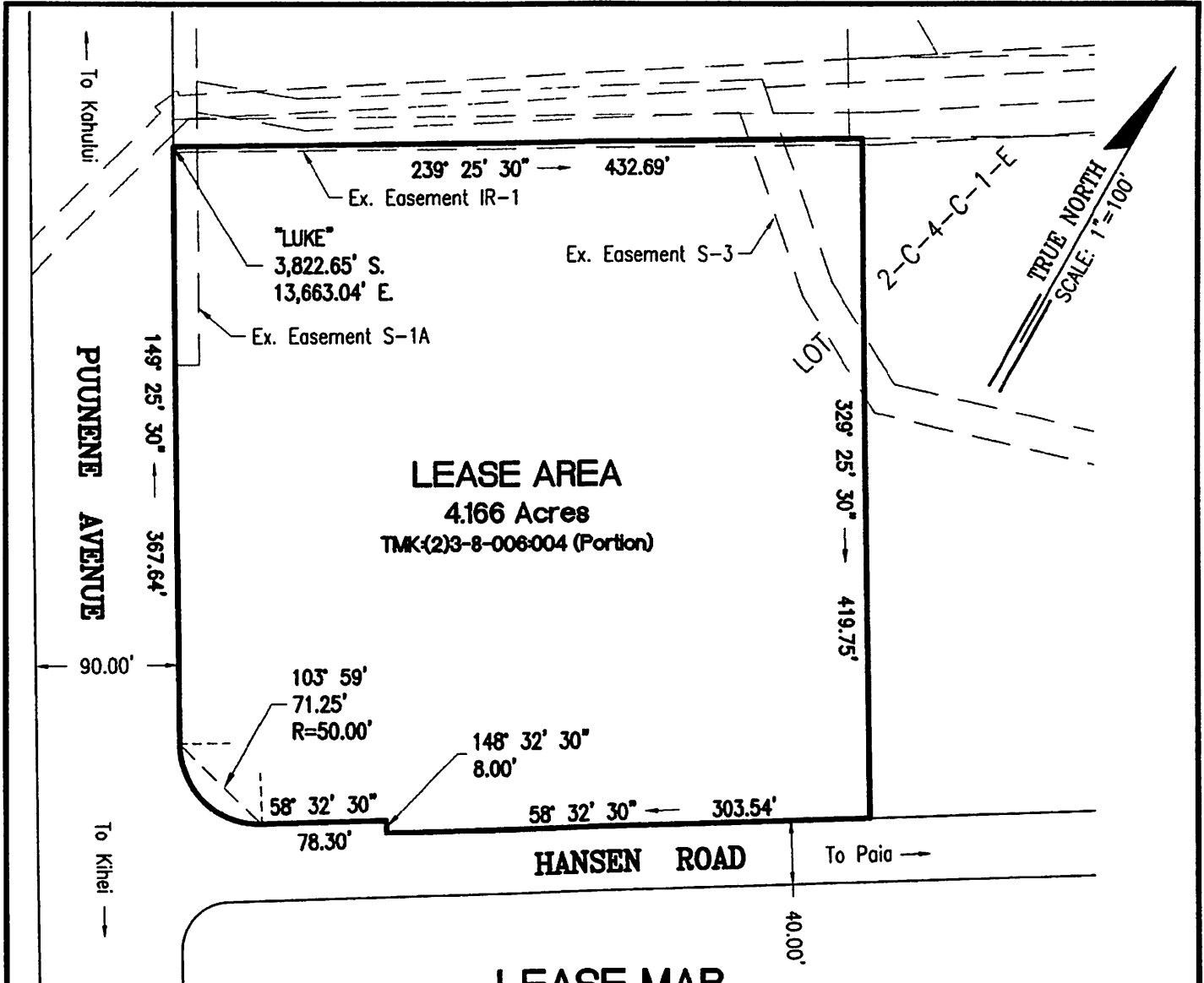


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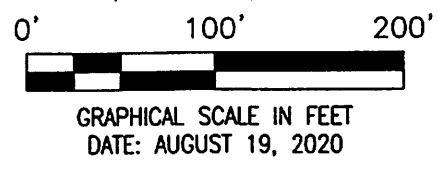

Justin R. Shaw 8/20/2020 Date
Licensed Professional Land Surveyor
Certificate No. LS-15959
Expiration Date: April 30, 2022

ME
44/02-r

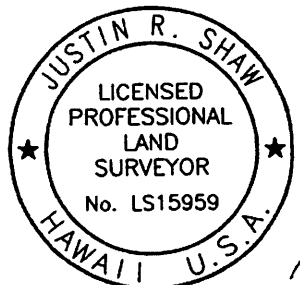
C:\Users\jshaw\Box\1 - Justin Shaw\Projects\200401 MUSAUM LEASE\DWGS\MAP - LEASE BDRY.dwg



LEASE MAP
PORTION OF LOT 2-C-4-C-1-E
FIRST ASSEMBLY OF GOD SUBDIVISION
Being a portion of Grant 3343 to Claus Spreckels
PUNENE, WAILUKU, MAUI, HAWAII



- NOTES:
1. AZIMUTHS AND COORDINATES REFERRED TO GOVERNMENT SURVEY TRIANGULATION STATION "LUKE".



THE WORK WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION

Justin R. Shaw 8/20/2020
JUSTIN R. SHAW DATE
LICENSED PROFESSIONAL LAND SURVEYOR
CERTIFICATE NUMBER LS-15959
EXPIRATION DATE: 4/30/2022

TAX MAP KEY:(2)3-8-006-004 Por.



Application for Amendment to Permit Terms, Conditions, and Time Stipulations

for

**Alexander & Baldwin Sugar Museum
(TMK No. (2)3-8-006:004 (por.))
Pu'unēnē, Maui, Hawai'i
(CP 1989/0002)**

Prepared for:

Alexander & Baldwin Sugar Museum

February 2019
Revised May 2019

Copyright © 2019
By Munekiyo Hiraga



MUNEKIYO HIRAGA

Planning Project Management Sustainable Solutions

EXHIBIT "2"



Application for Amendment to Permit Terms, Conditions, and Time Stipulations

for

**Alexander & Baldwin Sugar Museum
(TMK No. (2)3-8-006:004 (por.))
Pu'unēnē, Maui, Hawai'i
(CP 1989/0002)**

Prepared for:

Alexander & Baldwin Sugar Museum

**February 2019
Revised May 2019**

**Copyright © 2019
By Munekiyo Hiraga**



MUNEKIYO HIRAGA

**Application for Amendment to Permit Terms,
Conditions, and Time Stipulations
for
ALEXANDER & BALDWIN SUGAR MUSEUM
(TMK No. (2)3-8-006:004 (por.))
Pu'unēnē, Maui, Hawai'i
(CP 1989/0002)**

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- 2. Application for Amendment to Permit Terms, Conditions, and Time Stipulations Form**
- 3. Land Ownership Documentation**
- 4. Letters of Authorization**
- 5. Zoning and Flood Confirmation Form**
- 6. Justification for Request**
- 7. Site Photographs**
- 8. Exhibits**

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**APPLICATION FOR AMENDMENT
TO PERMIT TERMS, CONDITIONS,
AND TIME STIPULATIONS
CHECKLIST**

1

REQUIRED SUBMITTALS CHECKLIST

Instructions:

- **The following checklist items shall be completed and submitted at the time of application submittal. Incomplete applications will delay their processing and may be returned.**
- **Please number all documents and arrange them in the order they are listed below.**

1. Completed ***Required Items Checklist*** (THIS CHECKLIST) (pg 2)

2. Completed ***Application Form*** (pg 3) (See Section 2)

3. A notarized letter of authorization from the legal owner, if the applicant is not the owner. **(See Section 4)**

4. An electronic copy in PDF format of the completed application packet on a flash drive or compact disk.

5. Completed ***Zoning and Flood Confirmation Form***, when the proposed amendment would modify the site area subject to development (pg 4) **(See Section 5)**

6. A ***non-refundable filing fee***, payable to County of Maui, Director of Finance.

The current fee schedule is available at the Department of Planning or at the Department of Planning section of the County of Maui website under "Development Permits, Applications & Reviews". www.mauicounty.gov.

7. Other information, as required by the Planning Director. **(See Section 6, Section 7, and Section 8)**

**APPLICATION FOR AMENDMENT
TO PERMIT TERMS, CONDITIONS,
AND TIME STIPULATIONS FORM**

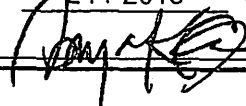
2

Application for Amendment to Permit Terms, Conditions & Time Stipulation

Please print legibly or type in the information below.

PROPERTY ADDRESS / PROJECT INFORMATION	
Name of Project: <i>(If project name is not provided, applicants name will be used)</i> <u>Alexander & Baldwin Sugar Museum</u>	
Tax Map Key No: <u>(2)3-8-006:004 (por.)</u>	Total Lot Area: <u>237.059 acres;</u> Museum Acreage: <u>4.166 acres</u>
Physical Address / Location of Project: <u>3957 Hansen Road, Pu'unēnē, Hawai'i 96784</u>	
Additional Location Information: _____	

DESCRIPTION OF PROPOSED ACTIVITY OR DEVELOPMENT	
<i>Written description of the proposed action shall include, but not be limited to: use, length, width, height, depth, building material(s), and statement of objectives of the proposed action. Attach additional sheets, if needed:</i>	
Describe the Existing Use:	<u>Existing Sugar Museum facilities and parking lot.</u>
Describe the Proposed Use: <small>Include a description of all proposed ground altering activities (e.g., area of disturbance, quantity of fill, depth of excavation, etc.).</small>	<u>See Attachment "A"</u>
Valuation*: <u>Not Applicable</u>	Building Permit Application No: <i>(if applicable)</i> <u>Not Applicable</u>
<small>*Total cost or fair market value as estimated by an architect, engineer, or contractor licensed by the Department of Commerce and Consumer Affairs, State of Hawaii; or, by the administrator of Department of Public Works, Development Services Administration.</small>	

CONTACT INFORMATION	
APPLICANT INFORMATION	
Applicant's Name(s): <u>Douglas Sheehan, President</u> <u>Alexander & Baldwin Sugar Museum B.O.D.</u>	Email: <u>director@maui.net</u>
Mailing Address: <u>P.O. Box 125, Pu'unēnē, Hawai'i 96784</u>	
Phone Number(s): bus <u>871-8058</u> hm <u>----</u> cell <u>----</u> fax <u>871-4321</u>	
Signature(s): <u>See Letter of Authorization, Section 4</u> Date: _____	
CONSULTANT INFORMATION	
Contact Name(s): <u>Bryan Esmeralda, AICP</u> <u>Munekiyō Hiraga</u>	Email: <u>planning@munekiyohiraga.com</u>
Mailing Address: <u>305 High Street, Suite 104, Wailuku, Hawai'i 96793</u>	
Phone Number(s): bus <u>244-2015</u> hm <u>---</u> cell <u>---</u> fax <u>244-8729</u>	
Signature(s):  Date: <u>2/7/19</u>	
OWNER INFORMATION	
Owner's Name(s): <u>Charles Loomis</u> <u>Alexander & Baldwin, LLC</u>	Email: <u>---</u>
Mailing Address: <u>822 Bishop Street, Honolulu, Hawai'i 96813</u>	
Phone Number(s): bus <u>(808) 525-8451</u> hm <u>---</u> cell <u>---</u> fax <u>---</u>	
Signature(s): <u>See Letter of Authorization, Section 4</u> Date: _____	

ATTACHMENT "A"

The Alexander & Baldwin Sugar Museum was established in 1980 with a grant from Alexander & Baldwin, Inc. (A&B) as a memorial to early sugar pioneers Samuel T. Alexander and Henry Perrine Baldwin, founders of A&B. The museum was developed on a 1.773-acre portion of Tax Map Key (TMK) (2)3-8-006:004 (Parcel 4), located in Pu'unēnē, Maui, Hawai'i. The museum's physical address is 3957 Hansen Road, Pu'unēnē.

The underlying zoning designation of the museum area is "R-1, Residential". As such, a Conditional Permit (CP) was obtained in 1989 for a period of three (3) years for the operation of the museum (Ordinance No. 3201). The museum has been granted subsequent CP time extensions in 1992, 1994, 1999, and 2004. Most recently, the museum was granted a 10-year time extension in 2014.

In 2017, the Sugar Museum received a thirty-year lease from A&B, terminating in 2047, for an additional 2.393 acres of land within Parcel 4 which are currently vacant and undeveloped. With this addition, the total acreage of the museum grounds is 4.166 acres. Following this, the museum underwent a master planning process to envision use of the expanded area.

The final 2018 master plan entails the development of a multi-purpose building which would house a meeting room, restroom, and additional exhibition space for components of the Sugar Cane Train, which was envisioned as part of the original CP, outdoor display and garden areas, additional vehicle and bus parking, upgraded circulation throughout the exhibition areas, use of the former director's residence for meeting and community space, and use of a portion of the newly acquired vacant lands for museum sponsored events. Events may include plantation-themed festivals which highlight the culture and lifestyle at the various plantation camps. The events area may also be used for agricultural planting displays to include sugar cane and related plantation-era crops used by plantation camp residents.

Subsequent to the completion of the master plan, the Sugar Museum, in 2019, received a grant to establish onsite, a display for a steam engine used as part of the historic sugar plantation operations. The steam engine is proposed to be housed in an approximately 20-ft. by 30-ft. shed, and will be located within the 1.773-acre area currently covered by the existing Conditional Permit. In addition, the grant provides for the implementation of new landscaping in the area designated as the Heritage Garden.

The foregoing improvements are in keeping with the purpose and intent of the Sugar Museum's Conditional Permit, and equally important, the mission of the museum.

This application for an Amendment to Permit Terms, Conditions, and Time Stipulations is being respectfully submitted to request that the CP be amended to cover the additional 2.393 acres of land recently acquired via the 2017 lease, for a total area of 4.166 acres covered by the CP.

**LAND OWNERSHIP
DOCUMENTATION**

3

LEASE

THIS LEASE is dated July 31, 2017, but effective as of April 1, 2017, by and between ALEXANDER & BALDWIN, LLC, SERIES T, a series of a Delaware limited liability company, whose mailing address is 822 Bishop Street, Honolulu, Hawaii 96813, ("Landlord") and ALEXANDER & BALDWIN SUGAR MUSEUM, a Hawaii non-profit corporation, whose mailing address is P.O. Box 125, Puunene, Hawaii 96784 ("Tenant"). The parties agree as follows:

1. **Premises:** For the term of this lease, in consideration of the rent hereinafter reserved and upon the covenants and conditions herein contained and on the part of Tenant to be observed and performed, Landlord does hereby exclusively lease or license to Tenant certain land in Puunene, Wailuku, Maui, Hawaii identified as a portion of Tax Map Key No. (2) 3-8-006-004 CPR 0002 identified as "Lot 2-C-4-C-1-E-2-A" as shown on the map marked Exhibit "A", attached hereto and made a part hereof, containing approximately 4.166 acres, together with all necessary rights and easements appurtenant thereto (the "Premises").

Landlord reserves unto itself for its own benefit and for the benefit of its affiliated companies and their assigns, all existing easements encumbering the Premises and the easements and other rights described in Section 26 below.

Landlord further reserves the right to separate the Premises from the remainder of the lot, condominium unit or tax parcel of which the Premises is a part. Tenant shall cooperate with any effort by Landlord to effect such separation, including but not limited to execution of applications with governmental authorities and amendments of this Lease. Tenant also shall cooperate with any effort the Landlord to rezone other otherwise change the permitted uses of the Premises and of property nearby the Premises so long as Tenant may conduct its permitted use hereunder at the Premises.

2. **Term.** The term of this lease shall be for a period commencing on April 1, 2017 and ending on the earlier to occur of (a) March 31, 2047 or (b) the ninetieth (90th) day after the date Tenant ceases to use the Premises for the permitted use hereunder. To the extent Tenant ceases to use any portion of the Premises for the permitted use hereunder, Landlord shall have the option to terminate this Lease only as to such portion upon not less than thirty (30) days' notice to Tenant. Tenant also shall have the option to terminate this lease upon one hundred eighty (180) days' notice to Landlord. If Tenant exercises the option to terminate and vacates the Premises on or before March 31, 2025, then Landlord will donate to Tenant the sum of Two Hundred Thousand and No/100 Dollars (\$200,000.00). If Tenant exercises the option to terminate and vacates the Premises after March 31, 2025, but before March 31, 2032, then Landlord will donate to Tenant the sum of One Hundred Thousand and No/100 Dollars (\$100,000.00).

3. **Rent.** Tenant shall pay to Landlord Base Rent and additional rent, as applicable, as set forth below, at the principal place of business of Landlord or such other place designated

by Landlord, without demand therefor and without any deduction or offset whatsoever. Rent for the term of this lease shall be as follows:

(a) **Base Rent.** Base Rent for the entire term of this lease shall be One Hundred Dollars (\$100.00), which Tenant shall prepay in full prior to the commencement of the Term.

(b) **Additional Rent.** Tenant shall pay as additional rent all other sums of money or charges required to be paid by Tenant under this lease, whether or not the same is designated additional rent. If such amounts or charges are not paid at the time provided in the lease, then, they nevertheless shall be collectible as additional rent on demand of Landlord, but nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder, or limit any other remedy of Landlord.

4. **Net Rent; General Excise Taxes.** All of the rent due under this lease shall be net above taxes, assessments and charges of any kind otherwise payable by Tenant. All of the rent, taxes, assessments, charges and other reimbursements provided for in this lease shall be net above Hawaii general excise taxes, and Tenant shall also pay (in addition to such rent, taxes, assessments, charges and other reimbursements) an amount which, when added to the rental payments and taxes, assessments, charges and other reimbursements reserved under this lease, shall yield to Landlord after the deduction of all Hawaii general excise taxes a net amount equal to that which Landlord would have realized from such payments, taxes, assessments, charges and other reimbursements had no such taxes been imposed. During such time as the Hawaii general excise tax on the Island of Maui remains at its present rate of four percent (4%) and no other taxes are imposed upon the receipt by Landlord of the rental payments and other reimbursements due hereunder, such additional amount will be equal to 4.166% of the rental payments, taxes, assessments, charges and other reimbursements reserved under this lease. As used herein, "Hawaii general excise taxes" shall mean the amount of gross income taxes payable by Landlord under the Hawaii General Excise Tax Law, or any similar law which may be hereafter enacted, on account of the receipt, actual or constructive, by Landlord of the rental payments, payment or reimbursement of real property taxes, assessments, charges and other sums payable by Tenant under this lease, the payment or reimbursement of gross income taxes, and any other taxable gross income attributable to the Premises or this lease.

5. **Use.** Tenant shall use the Premises solely as a museum focused on preserving and presenting the history and heritage of sugar cultivation on Maui and the multiethnic plantation life for residents and visitors of Maui. Tenant shall be permitted to have a caretaker (and his or her spouse or significant other) reside at the Premises, provided such use of the Premises complies with all applicable laws. Tenant shall provide Landlord with the name and contact information of such person. Tenant shall not use the Premises, or allow the Premises to be used, for any other purpose, including but not limited to events benefiting any person or entity other than the museum. Without limiting the foregoing, Tenant shall not allow any other persons to reside on the Premises. Tenant shall be solely responsible for obtaining all necessary governmental approvals for Tenant's permitted use, including but not limited to the effectiveness

of this Lease. Any installation or modification of any perimeter fence must be approved by Landlord.

6. **Laws and Ordinances, Indemnity.** Tenant shall, during the whole of the term, keep the Premises in a strictly safe, clean and sanitary condition and observe and perform all laws and ordinances applicable to said Premises or to the buildings and improvements now or hereafter erected on said Premises and all laws, ordinances, rules and regulations relating to health and sanitation for the time being applicable to said Premises, including without limitation to the generality of the foregoing all laws, ordinances, rules and regulations concerning air, land, water, noise and other forms of environmental pollution, and will indemnify, hold harmless and defend Landlord against all actions, suits, damages, costs, expenses, fees and claims by whomsoever brought or made by reason of the nonobservance or nonperformance of said laws, ordinances, rules and regulations or of this covenant and will reimburse Landlord for any reasonable attorneys' fees and for all other costs which Landlord may incur in connection with the defense of any such claims.

7. **Taxes and Other Charges.** Tenant will pay when and as the same becomes due, all taxes and assessments of any kind or nature whatsoever levied and assessed against, upon and/or due with respect to the Premises, whether assessed to, payable or dischargeable by law by either Landlord or Tenant. As to any portions of the Premises which are not separately assessed, Tenant shall reimburse to Landlord the pro rata amount of said taxes and assessments which are attributable to such portions of the Premises, based upon a reasonable allocation determined by Landlord. Tenant shall pay all conveyance taxes imposed in connection with the execution of this lease, any amendment or extension hereof and any conveyance to Tenant of any fee simple or other interest in the Premises.

8. **Improvements; Repairs and Maintenance.** Tenant, with the consent of Landlord, which consent will not be unreasonably withheld or delayed, may make any changes or alterations to the Premises or the improvements thereon. Any such consent will be subject to the following conditions and such other conditions reasonably required by Landlord: (a) Any alteration or addition shall be done in a good and workmanlike manner and in compliance with applicable laws and building codes, and in accordance with the orders, rules and regulations of the National Board of Fire Underwriters or any other body exercising similar functions; (b) The cost of any such alteration or addition shall be paid in cash, or its equivalent, so that the Premises and all portions thereof shall at all times be free of liens for labor and materials supplied or claimed to have been supplied to the Premises; (c) Tenant shall maintain, at Tenant's sole cost and expense, Workers Compensation Insurance covering all persons employed in connection with the work, with respect to whom death or bodily injury claims could be asserted against Landlord or its successors in interest when any work is in process in connection with any such alteration or addition. Such insurance shall be in a company or companies of recognized responsibility, licensed to do business in the State of Hawaii, and true copies of all policies or certificates therefor, issued by the respective insurers, bearing notations evidencing the payment of premiums or accompanied by other evidence satisfactory to Landlord of such payment, shall be delivered to Landlord; (d) All alterations, additions, improvements, and fixtures installed by Tenant (other than trade fixtures and equipment) shall become a part of the Premises at the expiration of the term of the Lease and belong to Landlord unless removed by Tenant prior to

such expiration; and (e) no alteration of improvement shall have an adverse impact upon Landlord's use of adjacent or nearby land owned or controlled by Landlord. Tenant will, at its own expense, keep the Premises, including but not limited to all fences, any buildings or other improvements on the Premises, now or hereafter erected, constructed or installed on the Premises in good order, condition and repair, reasonable wear and tear excepted. Landlord shall have no duty to repair or maintain any portion of the Premises; however, if Tenant fails to repair and maintain any portion of the Premises, Landlord shall have the right, upon not less than two (2) days' notice to enter the Premises and repair the same at the expense of Tenant.

9. **Indemnity.** Tenant will defend, indemnify and hold harmless Landlord from and against all claims and demands for loss or damage, including property damage, personal injury and wrongful death, arising out of or in connection with the use or occupancy of the Premises, and will reimburse Landlord for all its reasonable costs and expenses, including reasonable attorney's fees, incurred in connection with the defense of any such claims, and will hold all goods, materials, furniture, fixtures, equipment, machinery, and other property whatsoever on the Premises at the Tenant's sole risk and hold Landlord harmless from and against any loss or damage thereto by any cause whatsoever.

10. **Attachments, Liens, Etc.** That Tenant shall not commit or suffer any act or neglect whereby the Premises, including improvements thereon, or the estate of Tenant in the same at any time during said term shall become subject to any attachment, lien, charge or encumbrance whatsoever, and shall indemnify and hold harmless Landlord against all liens, charges, and encumbrances and all expenses resulting therefrom, including reasonable attorneys' fees.

11. **Landlord's Expense.** In the event that Landlord shall, without any fault, be made party to any litigation (other than condemnation proceedings) commenced by or against said Tenant, and arising out of Tenant's use of the Premises, then Tenant shall and will pay promptly upon demand therefor by Landlord, all costs and reasonable attorneys' fees incurred by or imposed on Landlord by or in connection with such litigation, and Tenant will also pay all costs and reasonable attorneys' fees which may be incurred or paid by Landlord or in enforcing any covenants of this lease which may be breached by Tenant, including but not limited to, costs of collection of delinquent lease fees, taxes and other charges.

12. **Insurance.** Tenant will, at its own cost and expense, at all times during the term hereof, effect and maintain with responsible insurance companies qualified to do business in the State of Hawaii: (a) a policy or policies of commercial general liability insurance or equivalent, including contractual liability coverage and property damage with such reasonable minimum limits as shall be prescribed by Landlord from time to time, but initially with combined single limits for bodily injury and property damage, with minimum limits of not less than \$2,000,000.00 per occurrence; and (b) replacement cost commercial property insurance which, at a minimum, insures all improvements on the Premises against destruction or damage caused by fire, lightning, explosion, smoke, aircraft or vehicles, riot or civil commotion, vandalism, sprinkler leakage, breakage of glass, falling objects, water damage and any other perils, in such amounts to be determined by Landlord in its reasonable discretion. Such policy or policies shall cover occurrences arising out of the use, occupancy, misuse or condition of the Premises and

improvements thereon, name Landlord as additional insured, be deposited with Landlord, contain a waiver by the insurer of any right of subrogation to any right of Landlord or Tenant against them or any person acting under them and, to the extent available, require the insurer to give Landlord at least thirty (30) days written notice of its intention to cancel, terminate or amend the policy or policies in any material respect.

13. **Condemnation/Road Widening.**

(a) If at any time or times during said term any authority having the power of eminent domain condemns the Premises or any part or parts thereof for any public use or otherwise, then and in every such case the entire amount thereof shall be the sole property of Landlord and Tenant shall not be entitled to any claim for any interest created by this lease and any compensation for or on account thereof is hereby assigned to Landlord. In the event a part only of the Premises is condemned and taken any future rent herein reserved shall be reduced in the proportion that the area of land taken bears to the area of land demised.

(b) Tenant acknowledges that it is aware that Hansen Road may be widened (resulting in a reduction in the size of the Premises) either at the County of Maui's own initiative or as a result of proposed development by Landlord, Landlord's affiliate or a third party developer. Upon demand by Landlord, Tenant shall convey the road widening area to the County of Maui in lieu of condemnation. Tenant shall execute and/or authorize the filing of such instruments requested by Landlord or the County of Maui to effect such road widening and conveyance to the County of Maui. Additionally, Tenant grants to Landlord a power of attorney to execute and file any instrument necessary to effect such road widening and conveyance, which power is coupled with an interest and shall be irrevocable during the term of this Lease. Tenant shall have no right to any compensation on account of such road widening and there shall be no reduction in rent.

14. **Damage or Destruction.** If at any time the Premises are damaged by fire, the elements, accident or other casualty, Tenant shall promptly cause such damage to be repaired and there shall be no abatement of rent. Landlord shall not be liable for interruption to Tenant's business.

15. **Surrender.** At the end of said term or sooner termination of the lease, Tenant will remove and peaceably leave and surrender to Landlord possession of the Premises, and all erections and improvements thereon by whomsoever made in good repair, order and condition, reasonable wear and tear and damage by acts of God excepted; provided, that Tenant, at Tenant's cost, may remove all such improvements from the Premises prior to the expiration of said term and, upon such removal, Tenant shall restore the land as nearly as is reasonably possible to even grade.

16. **Notices.** All notice, request, instruction or other document to be given hereunder by any party hereto to the other party hereto shall be in writing, shall be deemed to have been duly given or delivered when (i) delivered personally, or (ii) sent by certified or registered mail, postage prepaid, return receipt requested, or by Federal Express or other overnight delivery

service, to the address of the party set forth below or to such address as the person to whom notice is to be given shall provide in a written notice to the other party.

If to Landlord: Alexander & Baldwin, LLC, Series T
c/o Hawaiian Commercial & Sugar Company
P. O. Box 266
Puunene, Maui, HI 96784
Attention: General Manager

With Copies to: Alexander & Baldwin, LLC, Series T
822 Bishop Street
Honolulu, HI 96813
Attention: Charles W. Loomis

If to Tenant: Alexander & Baldwin Sugar Museum
P.O. box 125
Puunene, Hawaii 96784
Attention: Doug Sheehan

17. **Default and Re-Entry.**

(a) Upon the occurrence of any of the following events, Landlord may terminate this lease forthwith by giving Tenant notice of its election to do so and may re-enter and take possession of the Premises by any lawful means:

(i) If Tenant fails to make any payment required hereunder within ten (10) days from the date due; or

(ii) If Tenant fails to perform any obligation required to be performed by Tenant hereunder and Tenant does not cure such failure within thirty (30) days after notice from Landlord; or

(iii) If Tenant vacates or abandons the Premises; or

(iv) If Tenant makes a general arrangement or assignment to the benefit of creditors; or

(v) If Tenant files a voluntary Petition in Bankruptcy under the Federal Bankruptcy Reform Act of 1978, as amended, or any successor law or seeks protection under any provision of said Act; or

(vi) If Tenant makes an assignment for the benefit of creditors; or

(vii) If a trustee or receiver is appointed to take possession of substantially all of Tenant's assets or of Tenant's interest in this lease, where possession is not restored to Tenant within thirty (30) days; or

(viii) The attachment, execution or other judicial seizure of substantially all of Tenant's assets or of Tenant's interest in this lease, or such seizure is not discharged within thirty (30) days.

(b) Except for a default under the preceding paragraph for which immediate right of termination is given to Landlord, if Tenant fails to pay any amount due within ten (10) days after the same becomes due and owing, or to perform any other covenant under this lease within thirty (30) days after written notice from Landlord stating the nature of the default, Landlord shall have all rights and remedies available at law or in equity, including but not limited to the right to cancel this Lease and re-enter and take possession of Premises by any lawful means; PROVIDED, HOWEVER, that if the nature of such default other than for non-payment of rent is such that the same cannot reasonably be cured within such thirty-day period, Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently prosecute the same to completion. Notwithstanding such retaking of possession by Landlord, Tenant's liability for amounts due hereunder shall not be extinguished for the balance of the term of this Lease. Upon such re-entry, Landlord may elect either (i) to terminate this Lease, in which event Tenant shall immediately pay to Landlord a sum equal to the amounts to be paid by Tenant over the balance of the term hereof discounted at the rate then being charged for prime short-term commercial loans on Maui; or (ii) without terminating this Lease, to relet all or any part of the Premises for the account of Tenant upon such terms and conditions as Landlord may deem advisable, in which event the rents received on such reletting and collection, including necessary renovation and alteration of the Premises, reasonable attorneys' fees and real estate commissions paid, and thereafter to payment of all sums due or to become due Landlord hereunder, and if a sufficient sum shall not be thus realized to pay Landlord any deficiency monthly, and Landlord may bring an action therefor as such monthly deficiency shall arise. In the event of (ii) above Tenant shall not be entitled to receive any excess or surplus rent which may be received. In the event of any such retaking of possession of Premises by Landlord as herein provided, Tenant shall remove all personal property located therein, and upon failure to do so upon demand of Landlord, Landlord, at its option, may consider all personal property located therein abandoned, or may remove and store the same in any place selected by Landlord, including but not limited to a public warehouse, at the expense and risk of Tenant. If Tenant shall fail to pay the cost of storing any such property after it has been stored for a period of thirty (30) days or more, Landlord may sell any or all of such property at public or private sale and shall apply the proceeds of such sale first, to the cost of such sale, second, to the payment of the charges for storage, if any, and third, to the payment of any other sums of money which may be due from Tenant to Landlord under the terms of this Lease, and the balance, if any, to Tenant. In no event shall Tenant have any right to a refund of any prepaid rent. All amounts due from Tenant to Landlord under this lease shall accrue interest at the rate of twelve percent per annum from the date due to the date paid.

(c) Tenant hereby waives all claims for damages that may be caused by Landlord's lawfully re-entering and taking possession of Premises or lawfully removing and/or storing the property of Landlord as herein provided, and will save Landlord harmless from loss, costs or damages occasioned Landlord thereby, and no such lawful re-entry shall be considered or construed to be a forcible entry.

18. **Nonwaiver and Definitions.** The acceptance or acquiescence in payment of amounts due shall not be deemed to be a waiver by Landlord of any breach or continuing breach by Tenant of any covenant herein contained, nor of Landlord's right to terminate this Lease for breach or continuing breach of covenant. Any custom or practice which may develop between the parties in the course of administering this instrument shall not be construed to waive or to lessen the right of Landlord to insist upon the performance by Tenant of any term, covenant or condition hereof, or the right of Landlord to exercise any rights hereunder. The term "Premises" wherever it appears herein includes and shall be deemed or taken to include (except where such meaning would be clearly repugnant to the context) all improvements now or at any time hereafter built on said land hereby demised. The term "Landlord" or any pronoun used in place thereof shall include Landlord, its successors and assigns. The term "Tenant" or any pronoun used in place thereof shall indicate and include Tenant, its successors and permitted assigns and shall mean all and each of the persons or entities, jointly and severally, named herein as Tenant.

19. **Assignment and Subletting.** Tenant shall not directly or indirectly, by operation of law or otherwise, assign, mortgage or encumber this lease or sublicense the whole or any portion of the Premises without the prior written consent of Landlord, in Landlord's sole and absolute discretion. Any merger, consolidation or liquidation of Tenant or any change in the ownership of or power to vote the majority of Tenant's outstanding voting stock shall constitute an assignment of this lease for purposes of this paragraph. Any assignment, mortgage, encumbrance or sublicense shall be null and void and shall constitute an event of default by Tenant under this lease. No assignment of this lease shall release or be deemed to relieve Tenant from the full and faithful performance of any terms and conditions in this lease contained and on Tenant's part to be observed and performed, or from any liability for the nonobservance or nonperformance thereof, nor be deemed to constitute a waiver of any rights of Landlord hereunder.

20. **Condition of Premises/Utilities.**

(a) Landlord has not made and will not make, any representation or warranty, implied or otherwise, with respect to the condition of the Premises, including but not limited to (a) any express or implied warranty of merchantability or fitness for any particular purpose or (b) any dangerous or defective conditions existing upon the Premises, whether or not such conditions are known to Landlord or reasonably discoverable by Tenant. Tenant accepts the Premises in completely "as is" condition, with full assumption of the risks, and consequences of such conditions. All property, vehicles, approved improvements and equipment of Tenant shall be kept, placed or stored at the sole risk of Tenant, and Landlord shall not be responsible or liable for any damage thereto or loss of theft thereof.

(b) Tenant further acknowledges that Tenant is solely responsible for obtaining necessary utilities for the Premises. Water currently is provided from a County water meter on land controlled by Landlord or its affiliated entity. Upon demand by Landlord or Landlord's affiliate, Tenant shall pay an equitable share of the cost of such water as determined by Landlord or Landlord's affiliate. Electricity currently is provided through infrastructure operated by Landlord or Landlord's affiliate. Tenant shall pay the cost of such electricity as billed to Tenant. Tenant is aware that with the closure of the sugar mill, electricity will not be generated by

Landlord or Landlord's affiliate for use by Tenant. Tenant is also aware that Landlord has no obligation to continue allowing Tenant shared use of the County water meter. Sewer currently is handled by a private sewer system operated by Landlord or Landlord's affiliate. Tenant shall pay an equitable share of the cost of sewer as determined by Landlord or Landlord's affiliate. Landlord agrees to keep Tenant connected to the water and sewer systems for use by Tenant for so long as Landlord requires those systems for its own use. Landlord shall endeavor to give Tenant at least 60 days' notice of the cessation of water or electricity through Landlord or Landlord's affiliate; but Landlord shall have no obligation for failing to provide such notice.

21. **Non-Liability of Landlord.** Tenant will and hereby does assume all risk of loss or damage or injury to persons, crops, personal property, equipment, supplies and other property, by whomsoever owned, stored or placed in, upon or about the Premises caused by the intentional or unintentional discharge of water from Landlord's or Landlord's related companies' ditches or tunnels or agricultural operations, and does hereby agree that Landlord will not be responsible for such loss, damage or injury to such person, livestock or property, whether or not caused by the negligence of Landlord and Tenant hereby agrees to indemnify and hold harmless Landlord from and against any and all claims for such loss or damage.

22. **Nearby Agricultural Activities.** Tenant acknowledges that the Premises is adjacent to, nearby or in the vicinity of lands being, or which in the future may be, actively used for the growing, harvesting and processing of agricultural products (such growing, harvesting and processing activities being herein collectively called the "Agricultural Activities"), which activities may from time to time bring about upon the Premises or result in smoke, dust, noise, heat, agricultural chemicals, particulates and similar substances and nuisances (collectively, the "Agricultural By-Products"). Tenant hereby assumes complete risk of and forever releases Landlord from all claims for damages (including, but not limited to, consequential, special, exemplary and punitive damages) and nuisances occurring on the Premises and arising out of any Agricultural Activities or Agricultural By-Products. Without limiting the generality of the foregoing, Tenant hereby, with full knowledge of its rights, forever: (a) waives any right to require Landlord, and releases Landlord from any obligation, to take any action to correct, modify, alter, eliminate or abate any Agricultural Activities or Agricultural By-Products, and (b) waives any right to file any suit or claim against Landlord for injunction or abatement of nuisances. Tenant shall indemnify, defend and hold harmless Landlord from and against all claims, demands, actions, losses, damages, liabilities, costs and expenses, including, without limitation, attorneys' fees, asserted against or incurred by Landlord, which arise out of any injury, death or damage to person, property or business that occurs on the Premises and is the result of any Agricultural Activities or Agricultural By-Products, irrespective of the theory of liability asserted against Landlord; PROVIDED, HOWEVER, this indemnification shall not apply to claims, demands, actions, losses, damages, liabilities, costs and expenses caused by the proven (and not merely alleged) willful misconduct of Landlord, but unless Landlord's willful misconduct shall be established by a final, nonappealable judgment of a court of competent jurisdiction, Landlord shall be entitled to the full benefits of this indemnification, including the right to reimbursement for all costs and expenses, including attorneys' fees, incurred in the defense of any claims or demands asserted by any party against Landlord. Tenant hereby agrees that any Agricultural Activities or Agricultural By-Products, and any claim, demand, action, loss, damage, liability, cost or expense arising therefrom, shall not constitute a breach of any covenant

or warranty of Landlord under this Lease or be the basis for a suit or other claim for injunction or abatement of nuisances, and Tenant hereby forever waives any right to file any such suit or claim. As used in this Section, all references to the "Landlord" shall mean and include Landlord and all parent, subsidiary, sister and other affiliated companies of Landlord, in their respective capacities as the current owner of the Premises, the owner of the lands on which the Agricultural Activities are or may be conducted, and the person conducting or who may conduct the Agricultural Activities, and all successors and assigns of Landlord and its parent, subsidiary, sister and affiliated companies.

23. **Proper Use of Premises.** Tenant will not commit or suffer any strip or waste or any unlawful, improper or offensive use of the Premises or any part thereof or building or improvements thereon.

24. **Attorneys' Fees and Costs.** Tenant will pay all reasonable costs, attorneys' fees and expenses that shall be made and incurred by Landlord in enforcing the covenants, agreements and conditions contained in this lease.

25. **Hazardous Materials.** Except for the Hazardous Materials (as defined below) which are normally used in connection with Tenant's permitted use and provided that such Hazardous Materials are lawfully used, handled, stored, discharged and disposed of, the Tenant shall at all times keep the Premises (and improvements thereon) free of any and all flammable explosives, radioactive materials, asbestos, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, including, without limitation, any substances defined as or included in the definition of "hazardous substance," "hazardous wastes," "hazardous materials," or "toxic substances" (collectively, "Hazardous Materials") under any federal, state or local laws, ordinances or regulations, now or hereafter in effect, relating to environmental conditions, industrial hygiene or Hazardous Materials on, under or about the Premises and improvements thereon, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section 6901, et seq., the Clean Water Act, 33 U.S.C. Section 1251, et seq., the Clean Air Act, 42 U.S.C. Section 7401, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601 through 2629, the Safe Drinking Water Act, 42 U.S.C. Sections 300f through 300j, and any state and local laws and ordinances and the regulations now or hereafter adopted, published and or promulgated with respect to Hazardous Materials (collectively, the "Hazardous Materials Laws"). Tenant shall keep and maintain the Premises and all improvements thereon, including, without limitation, the ground-water on or under the Premises, in compliance with, and shall not cause or permit the Premises and improvements thereon to be in violation of, any Hazardous Materials Laws. Except for the Hazardous Materials (as defined below) which are normally used in connection with Tenant's permitted use and provided that such Hazardous Materials are lawfully used, handled, stored, discharged and disposed of, the Tenant shall not use, generate, manufacture, treat, handle, refine, produce, process, store, discharge, release, dispose of or allow to exist on, under or above the Premises and improvements thereon, any Hazardous Materials. Tenant shall immediately advise Landlord in writing of (a) any and all enforcement, clean up, removal, mitigation, or other

governmental or regulatory action instituted, contemplated or threatened pursuant to any Hazardous Materials Laws affecting the Premises or improvements thereon, (b) all claims made or threatened by any third party against Tenant, Landlord or the Premises or improvements thereon relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials or violation of or compliance with any Hazardous Materials Laws, and (c) Tenant's discovery of any occurrence or condition on the Premises or improvements thereon or any real property adjoining or in the vicinity of the Premises which could subject Landlord, Tenant or the Premises or improvements thereon to any restrictions on ownership, occupancy, transferability or use of the Premises or improvements thereon under any Hazardous Materials Laws. Tenant shall indemnify and hold harmless Landlord, its directors, officers, employees, agents, successors and assigns from and against, any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, manufacture, treatment, handling, refining, production, processing, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, under or about the Premises or any improvements thereon caused by Tenant or during Tenant's occupancy of the Premises (except that Tenant shall not be responsible for pre-existing Hazardous Materials on the Premises which it did not cause, and Tenant will not be responsible for Hazardous Materials which migrate onto the Premises from adjacent lands), including, without limitation: (i) all foreseeable and unforeseeable consequential damages; (ii) all fines which may be imposed and all costs of any required or necessary repair, clean up or detoxification of the Premises or improvements thereon, and the preparation and implementation of any closure, remedial or other required plans; and (iii) all reasonable costs and expenses incurred by Landlord in connection with clauses (i) and (ii), including, without limitation, reasonable attorneys' fees. Prior to the surrender, expiration or termination of this lease, Tenant, at its expense, shall (A) remove all storage tanks (above ground or underground) which Tenant has installed, if any, and all Hazardous Materials from the Premises and any improvements thereon, (B) restore the Premises to a good and orderly condition, even-grade and to substantially the same condition the Premises were in as of the date of this lease, and fill all areas from which underground storage tanks were removed in a manner reasonably satisfactory to the Landlord, (C) remediate and clean-up any contamination, spills or leakages upon the Premises or any improvements thereon so as to render the Premises and improvements in compliance with all applicable Hazardous Materials Laws, and (D) provide Landlord with a written certification (dated no earlier than the date Tenant fully vacates the Premises) from an independent licensed engineer or other environmental expert approved by Landlord that clauses (A) and (C) have been satisfied and that there exists no violation of any Hazardous Materials Laws pertaining to the Premises or any improvements thereon.

All of the agreements and obligations of Tenant under this section shall survive, and shall continue to be binding upon Tenant notwithstanding, the termination, expiration or surrender of this lease.

26. Landlord's Easements and Reservations.

(a) Landlord reserves from this Lease for the non-exclusive use by Landlord and Landlord's affiliated companies and their successors and assigns from time to time, Easements S-1A and S-3 (for sewer purposes) and IR-1 (for waterline purposes) shown in Exhibit "B" attached hereto and made a part hereof, together the right of ingress and egress thereto and the

right to repair, maintain and improve the same (the "Existing Easements"). Landlord shall use commercially reasonable effort to maintain such Existing Easements to the extent used by Landlord. Tenant shall have the right to make such passive use of the Existing Easements that will not interfere with Landlord's use of the Existing Easements at such times as demanded by Landlord.

(b) Landlord further reserves from this Lease the right to designate and to grant to the State of Hawaii, the County of Maui, Maui Electric Company, Board of Water Supply of the County of Maui or any other appropriate governmental agency or to any public utility or to itself or its affiliated companies or other public or private corporation, without notice to or the consent of joinder of Tenant, easements for electrical, gas, cable television, communications and other utility facilities and purposes and for sewer, drainage, water, irrigation and hydroelectric facilities and purposes, under the usual terms and conditions required by the grantee or holder of such easement rights. In no event may such utilities materially interfere with the use and enjoyment of the Premises for the use permitted hereunder. Tenant hereby appoints Landlord as Tenant's attorney-in-fact to grant such easements and do all other things necessary to effectuate such grants. This power-of-attorney is coupled with interest and is irrevocable. Notwithstanding such appointment, Tenant shall promptly upon Landlord's request and for no additional consideration, join in and execute such documents and instruments to effectuate such grants as may be requested by Landlord.

(c) Landlord and its authorized agents and representatives, shall be entitled to enter the Premises at all reasonable times for the purpose of serving, posting or keeping posted thereon such notices as Landlord may deem necessary or appropriate for protection of Landlord, Landlord's interests, or the Premises, for the purpose of inspecting the Premises or any portion thereof, for the purpose of making necessary repairs to the Premises and performing any work therein or thereon which Landlord may elect to make hereunder, or which Landlord may deem necessary or appropriate to prevent waste, loss, damage to, or deterioration of, or in connection with the Premises and for the performance of such other activities as Landlord shall deem reasonably necessary in connection with the operation of business by Landlord or Landlord's related companies on properties, easements or other interests of Landlord or Landlord's affiliated companies nearby the Premises. In no event shall Landlord or its affiliated companies or their contractors or agents have any liability for damage to any landscaping or other portions of the Premises resulting from Landlord's exercise of its rights as reserved in this Section 26.

27. **Relocation/Substitution of Premises.** Tenant acknowledges that Landlord has provided the Premises to Tenant, including the improvements thereon, at nominal consideration and rent. Tenant therefore agrees that Landlord may relocate Tenant to substitute premises in accordance with this Section 27. Landlord shall provide Tenant not less than three (3) years' notice of such relocation and such notice may not be given prior to March 31, 2024. The relocated Premises shall be within a ten (10) mile radius of the existing Premises. If the relocated Premises has existing improvements, such improvements shall contain not less than ninety percent (90%) of the floor area of the existing Premises, together with parking for such Premises required by law and utilities reasonably necessary for the operation of a sugar museum. If the relocated Premises does not have existing improvements, such Premises shall allow for the construction of improvements having the same size and utilities as the existing Premises. In

either case, Tenant shall be allowed to take the existing improvements upon the Premises at Tenant's expense so long as Tenant does so prior to the time of relocation and restores the Premises to even grade. Tenant shall be solely responsible for the costs of relocation and improving the relocated Premises as necessary for Tenant's purposes, including the cost of construction of new improvements if the relocated Premises is undeveloped; provided, however, Landlord shall pay for up to ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00) toward relocation costs, if relocation occurs on or before March 31, 2032 and TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) toward relocation costs, if relocation occurs after March 31, 2032.

28. **No Waiver.** Landlord's acceptance of rent or any other sums paid under this lease shall not be deemed to be a waiver by Landlord of any breach by Tenant of any term, covenant or condition of this lease herein contained, or of Landlord's right to declare and enforce a forfeiture for any such breach. The failure of Landlord to insist upon strict performance of any of the terms, covenants and conditions of this lease, or to exercise any option herein conferred in any one or more instances, shall not be construed as a waiver or relinquishment for the future of any such terms, covenants, conditions or option, but the same shall be and remain in full force and effect. The term "Landlord" in these presents shall include Landlord, its successors and assigns and the term "Tenant" shall include Tenant, its successors and assigns.

29. **Neither Party Deemed Drafter; Disclosure.** All provisions of this lease have been negotiated by the Landlord and the Tenant at arm's length and with the opportunity for full representation of their respective legal counsel and neither party shall be deemed to be the drafter of this lease. If this lease is ever construed by a court of law, such court shall not construe this lease or any provision of this lease against either party as the drafter of the Agreement.

30. **Waiver of Jury Trial.** The parties hereby waive trial by jury in any action, proceeding or counterclaim brought by either against the other on any matter whatsoever arising out of or in any way connected with this lease, the relationship of Landlord with Tenant, Tenant's use or occupancy of the premises, including any claim of injury or damage, and any emergency and other statutory remedy with respect thereto. In the event Landlord commences any summary possession proceedings for nonpayment of rent or other charges payable by Tenant hereunder, Tenant will not interpose any counterclaim, unless said counterclaim is a compulsory counterclaim which otherwise would be waived under applicable law or rules of court. This shall not, however, be construed as a waiver of Tenant's right to assert such claims in a separate action or actions brought by Tenant.


IT IS FURTHER EXPRESSLY AGREED AND DECLARED that the acceptance of rent by Landlord shall not be deemed a waiver of any breach by Tenant of any covenant or condition of this lease, nor of Landlord's right to declare and enforce a forfeiture for any such breach; and that the term "Landlord" herein shall include Landlord and its successors and assigns, and the term "Tenant" shall include Tenant and its respective executors, administrators and permitted assigns.

[signatures appear on following page]

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

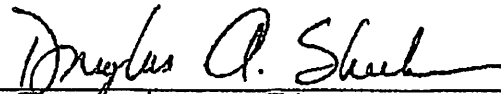
ALEXANDER & BALDWIN, LLC, SERIES T

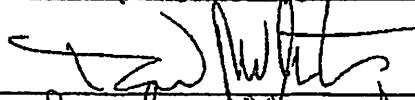
By: 
Name: NELSON N.S. CHUN
Title: SENIOR VICE PRESIDENT . Series T

By: 
Name: CHARLES W. LOOMIS
Title: ASST. SECRETARY . Series T

"Landlord"

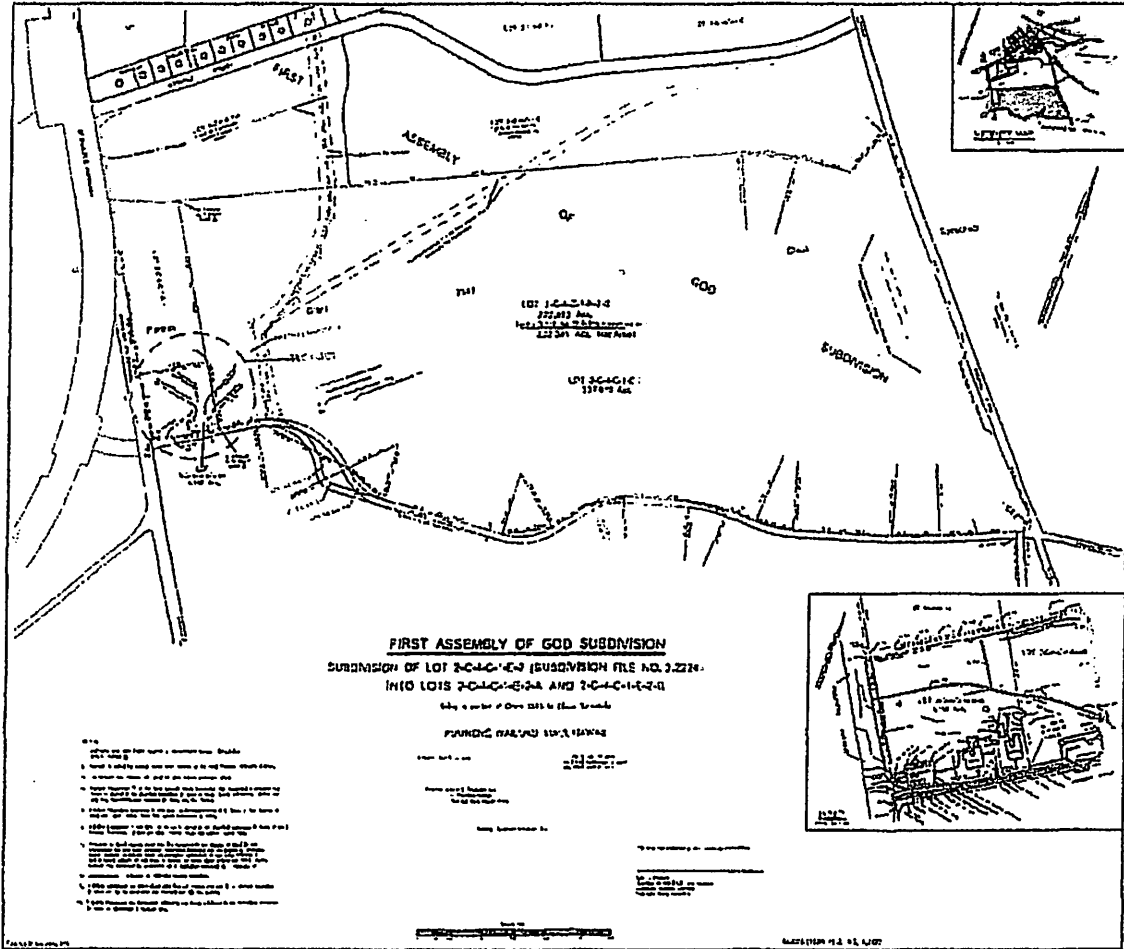
ALEXANDER & BALDWIN SUGAR
MUSEUM

By: 
Name: Douglas Sheehan
Title: President

By: 
Name: Rachel Mae Arthur
Title: Treasurer / Controller

"Tenant"

EXHIBIT "A"



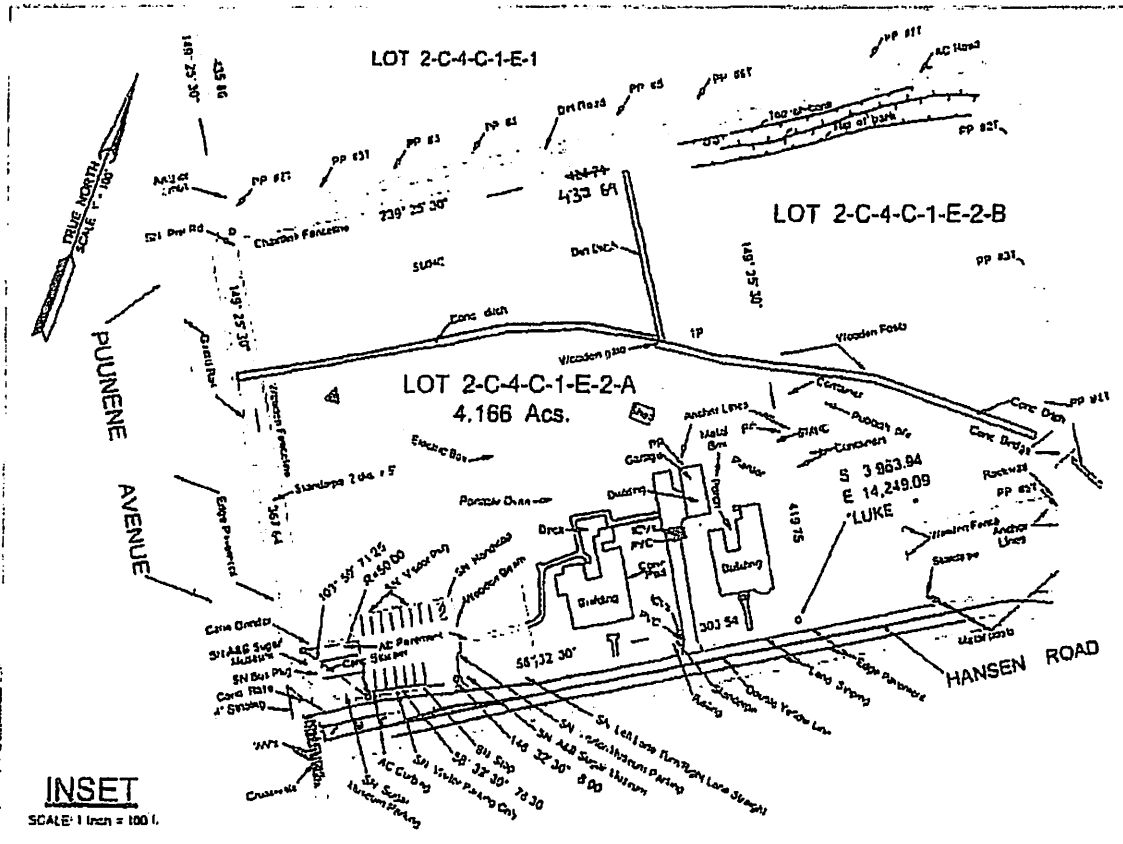
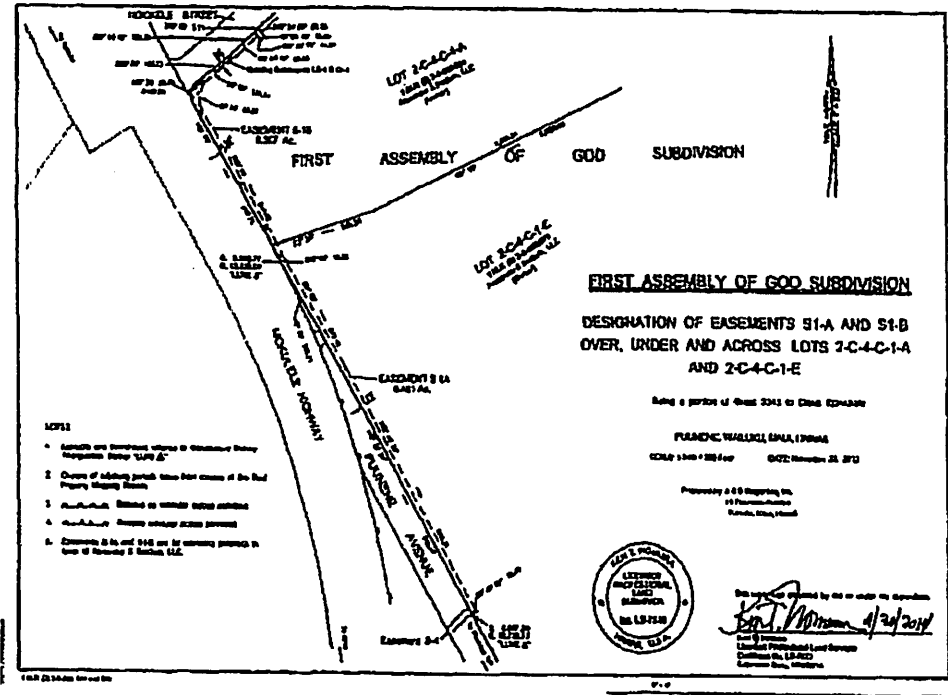


Exhibit A



- NOTES
1. Applicant has furnished copies of all necessary survey documents to the Surveyor General.
 2. Copies of all survey documents shall be retained by the Surveyor General.
 3. All easements shall be recorded in the public records.
 4. Easements S-1A and S-1B are for utility purposes in accordance with the applicable laws.

FIRST ASSEMBLY OF GOD SUBDIVISION
DESIGNATION OF EASEMENTS S-1A AND S-1B
OVER, UNDER AND ACROSS LOTS 2-C-4-C-1-A
AND 2-C-4-C-1-E

Being a portion of the 2011 to Clark Edwards
 Planning, LLC, S.M.A., P.M.A.S.
 C.S.B. 1340 + 2014 Act G.C.E. November 28, 2013

Prepared by S.S. Register, Inc.
 14 Pennsylvania Avenue, S.W.
 Atlanta, GA 30334



Done and attested by me on this 1st day of
[Signature] 4/24/2014
 Licensed Professional Land Surveyor
 Certificate No. 15,402
 Columbia, SC, USA

EASEMENT S-1A

EXHIBIT "B"

EASEMENT S-3

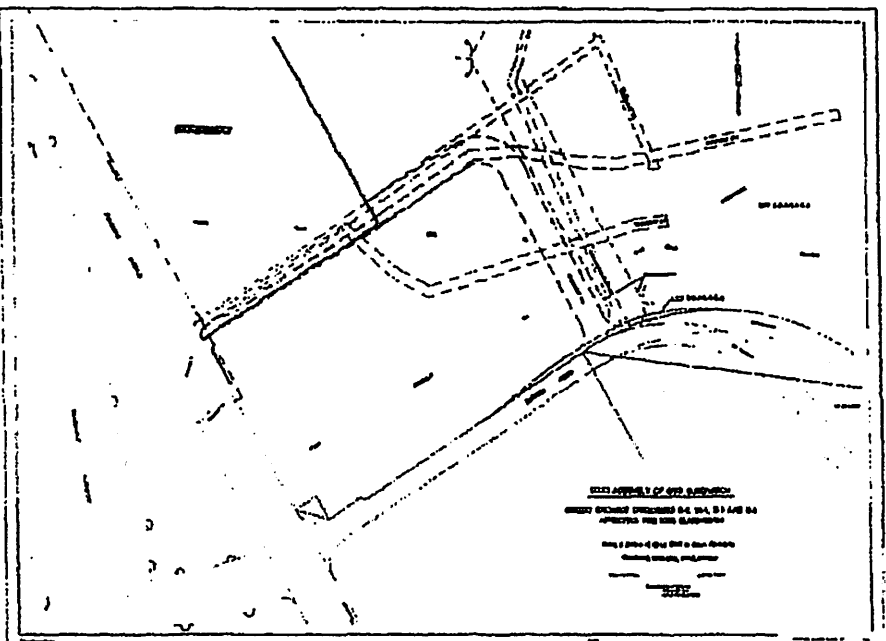


Exhibit B

EASEMENT IR-1

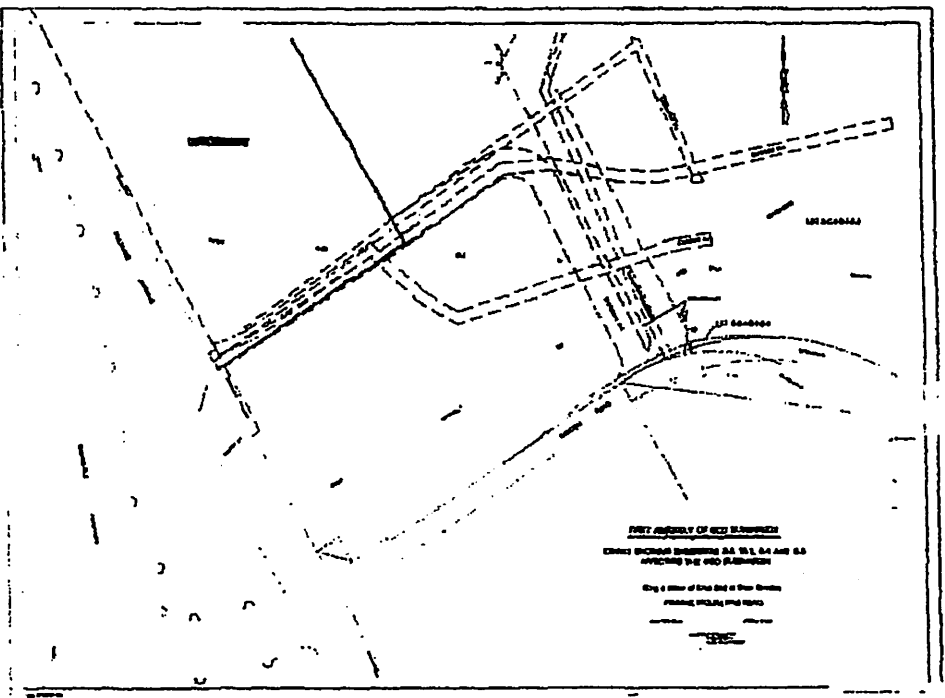


Exhibit B
3

LETTERS OF AUTHORIZATION

4



ALEXANDER & BALDWIN
PARTNERS FOR HAWAII

January 28, 2019

Michele Choteau McLean, Acting Director
County of Maui
Department of Planning
2200 Main Street, Suite 315
Wailuku, Hawaii 96793

**SUBJECT: LETTER OF AUTHORIZATION FOR APPLICATION TO AMEND
PERMIT TERMS, CONDITIONS, AND TIME STIPULATIONS FOR
ALEXANDER & BALDWIN SUGAR MUSEUM; TMK (2)3-8-006:004;
PU'UNĒNĒ, MAUI, HAWAII**

Dear Ms. McLean:

Alexander & Baldwin, LLC is the owner of the subject parcel listed above. This letter is being submitted to authorize the A&B Sugar Museum, and its consultant, Munekiyo Hiraga, to prepare, file, process, and obtain all required regulatory permits for the subject property including, but not limited to, the filing of an Application to Amend Permit Terms, Conditions, and Time Stipulations.

Should you have any questions, please contact Charlie Loomis at (808) 525-8451.

Sincerely,

Nelson N.S. Chun
Senior Vice President, Series R

cc: Roslyn Lightfoot, A&B Sugar Museum
Bryan Esmeralda, Munekiyo & Hiraga

STATE OF HAWAI'I

)

) SS.

)

CITY AND COUNTY OF ~~MAUI~~ HONOLULU

copy mp

On this 28th day of January, 2019 before me personally appeared NELSON N.S. CHUN, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Cheryl A. Onishi

Print Name: CHERYL A. ONISHI
Notary Public, State of Hawai'i

My commission expires: APR 17 2021

Doc. Date: <u>1/28/19</u>	# Pages: <u>2</u>
Notary Name: <u>CHERYL A. ONISHI</u>	
<u>First</u>	Circuit
Doc. Description: <u>Authorization letter</u>	
(Stamp or Seal)	
<i>Cheryl A. Onishi</i>	<u>1/28/19</u>
Notary Signature	Date
NOTARY CERTIFICATION	

copy mp



Alexander & Baldwin Sugar Museum
- 3957 Hansen Road, PO Box 125, Pu'unene, Hawai'i 96784
Phone: 808-871-8058, Fax: 808-871-4321, sugarmus@maui.net
sugarmuseum.com



January 29, 2019

Michele Chotéau McLéan, Acting Director
County of Maui
Department of Planning
2200 Main Street, Suite 315
Wailuku, Hawaii 96793

SUBJECT: LETTER OF AUTHORIZATION FOR APPLICATION TO AMEND PERMIT TERMS, CONDITIONS, AND TIME STIPULATIONS FOR ALEXANDER & BALDWIN SUGAR MUSEUM; TMK (2)3-8-006:004; PU'UNĒNĒ, MAUI, HAWAI'I

Dear Ms. McLean:

As the lessee of the subject property and Applicant, this letter is being submitted to authorize Munekiyo Hiraga, to prepare, file, process, and obtain all necessary permits for the subject property including, but not limited to, the filing of an Application to Amend Permit Terms, Conditions, and Time Stipulations.

Should you have any questions, please do not hesitate to contact me at 871-8058.

Sincerely,

Douglas Sheehan, President
Alexander & Baldwin Sugar Museum Board of Directors

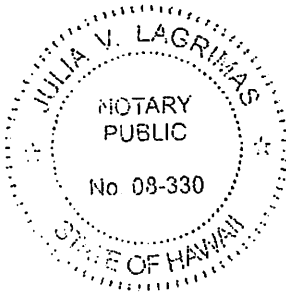
cc: Bryan Esmeralda, Munekiyo Hiraga
K:\DATA\MECO\Kuihelani Substa Expan\Applications\Application for Amendment to Permit Terms Conditions and Time Stipulations.index.doc

Dedicated to preserving and presenting the history and heritage of the sugar industry and the multi-ethnic plantation life which it engendered.

STATE OF Hawaii)
) SS.
COUNTY OF Mau)

On this 01 day of Feb 2019, before me, the undersigned a Notary Public in and for said State, personally appeared Douglas Sheehan, a Hawaii limited liability company, personally known to me (or proved to me on basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/her executed the same in his/her authorized capacity(ies), and that by his/her signature(s) on the instrument and person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

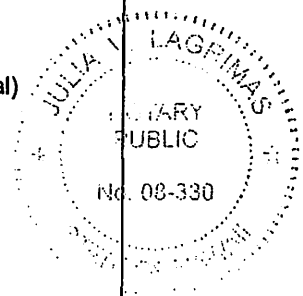


Julia V. Lagrimas
Print Name: Julia V. Lagrimas
Notary Public, State of Hawaii

My commission expires: 8/10/2020

Doc. Date: <u>2-1-19</u>	# Pages: <u>2</u>
Notary Name: <u>Julia V. Lagrimas</u>	
<u>2nd</u> Circuit	
Doc. Description: <u>Letter of authorization for application to amend permit terms</u>	(Stamp or Seal)
<u>Julia V. Lagrimas</u> Notary Signature	<u>2-1-19</u> Date

NOTARY CERTIFICATION



**ZONING AND FLOOD
CONFIRMATION FORM**

5

18/6447-501

COUNTY OF MAUI
DEPARTMENT OF PLANNING
One Main Plaza Building
2200 Main Street, Suite 315
Wailuku, Hawaii 96793



Zoning Administration and
Enforcement Division (ZAED)
Telephone: (808) 270-7253
Facsimile: (808) 270-7634
E-mail: planning@mauicounty.gov

RECEIVED
30-2018
COUNTY OF MAUI
PLANNING

ZONING AND FLOOD CONFIRMATION FORM

(This section to be completed by the Applicant)

APPLICANT NAME Munekiyo Hiraga TELEPHONE 808 244-2015
PROJECT NAME Sugar Museum E-MAIL michael@munekiyohiraga.com
PROPERTY ADDRESS 3957 Hansen Road, Puunene TAX MAP KEY (2)3-8-006:004 (por.)*

- Yes No Will this Zoning & Flood Confirmation Form be used with a Subdivision Application?
IF YES, answer questions A and B below and comply with instructions 2 & 3 below:
- A) Yes No Will it be processed under a consistency exemption from Section 18.04.030(B), MCC?
IF YES, which exemption? (No. 1, 2, 3, 4 or 5) _____
- B) State the purpose of subdivision and the proposed land uses (ie 1-lot into 2-lots for all land uses allowed by law):

- INSTRUCTIONS:
- 1) Please use a separate Zoning & Flood Confirmation Form for each Tax Map Key (TMK) number.
 - 2) If this will be used with a subdivision application AND the subject property contains multiple districts/designations of (1) State Land Use Districts, (2) Maui Island Plan Growth Boundaries, (3) Community Plan Designations, or (4) County Zoning Districts; submit a signed and dated Land Use Designations Map, prepared by a licensed surveyor, showing the metes & bounds of the subject parcel and of each district/designation including any subdistricts.
 - 3) If this will be used with a subdivision application AND the subject property contains multiple State Land Use Districts; submit an approved District Boundary Interpretation from the State Land Use Commission.

(This section to be completed by ZAED)

LAND USE DISTRICTS/DESIGNATIONS (LUD) AND OTHER INFORMATION: ¹

(SMA)
Special
Management Area

STATE DISTRICT: Urban Rural Agriculture Conservation

MAUI ISLAND PLAN Growth Boundary: Urban Small Town Rural Planned Growth Area Outside Growth Boundaries

PLAN Protected Area: Preservation Park Greenbelt Greenway Sensitive Land Outside Protected Areas

COMMUNITY PLAN: ² Heavy Industrial

COUNTY ZONING: R-1 Residential

OTHER/COMMENTS: *Zoning based on portion of parcel (map attached)

(PD)
Planned
Development
 (PH)
Project District
 See
Additional
Comments (Pg.2)
 See
Attached LUD Map

FEMA FLOOD INFORMATION: A Flood Development Permit is required if any portion of a parcel is designated V, VE, A, AO, AE, AH, D, or Floodway, and the project is on that portion.

FLOOD HAZARD AREA ZONES ³ Zone X
& BASE FLOOD ELEVATIONS:

FEMA DESIGNATED FLOODWAY For Flood Zone AO, FLOOD DEPTH:

SUBDIVISION LAND USE CONSISTENCY: Not Consistent, (LUDs appear to have NO permitted uses in common)

Not Applicable, (Due to processing under consistency exemption No. 1, 2, 3, 4, 5).

(Signature) Interim Zoning, (The parcel or portion of the parcel that is zoned interim shall not be subdivided).

⁴ Consistent, (LUDs appear to have ALL permitted uses in common).

⁴ Consistent, upon obtaining an SMA, PD, or PH subdivision approval from Planning.

⁴ Consistent, upon recording a permissible uses unilateral agreement processed by Public Works (See Pg.2).

NOTES:

- 1 The conditions and/or representations made in the approval of a State District Boundary Amendment, Community Plan Amendment, County Change In Zoning, SMA Permit, Planned Development, Project District and/or a previous subdivision, may affect building permits, subdivisions, and uses on the land.
- 2 Please review the Maui Island Plan and the Community Plan document for any goals, objectives, policies or actions that may affect this parcel.
- 3 Flood development permits might be required in zones X and XS for any work done in streams, gulches, low-lying areas, or any type of drainageway; Flood development permits are required for work in all other zones. Subdivisions that include/adjoin streams, gulches, low-lying areas, or any type of drainageway might require the following designations to be shown on the subdivision map: 100-year flood inundation limits; base flood elevations; drainage reserves.
- 4 Subdivisions will be further reviewed during the subdivision application process to verify consistency, unilateral agreement requirements, and the conditions associated with a unilateral agreement [Section 18.04.030.D, Maui County Code].

REVIEWED & CONFIRMED BY:

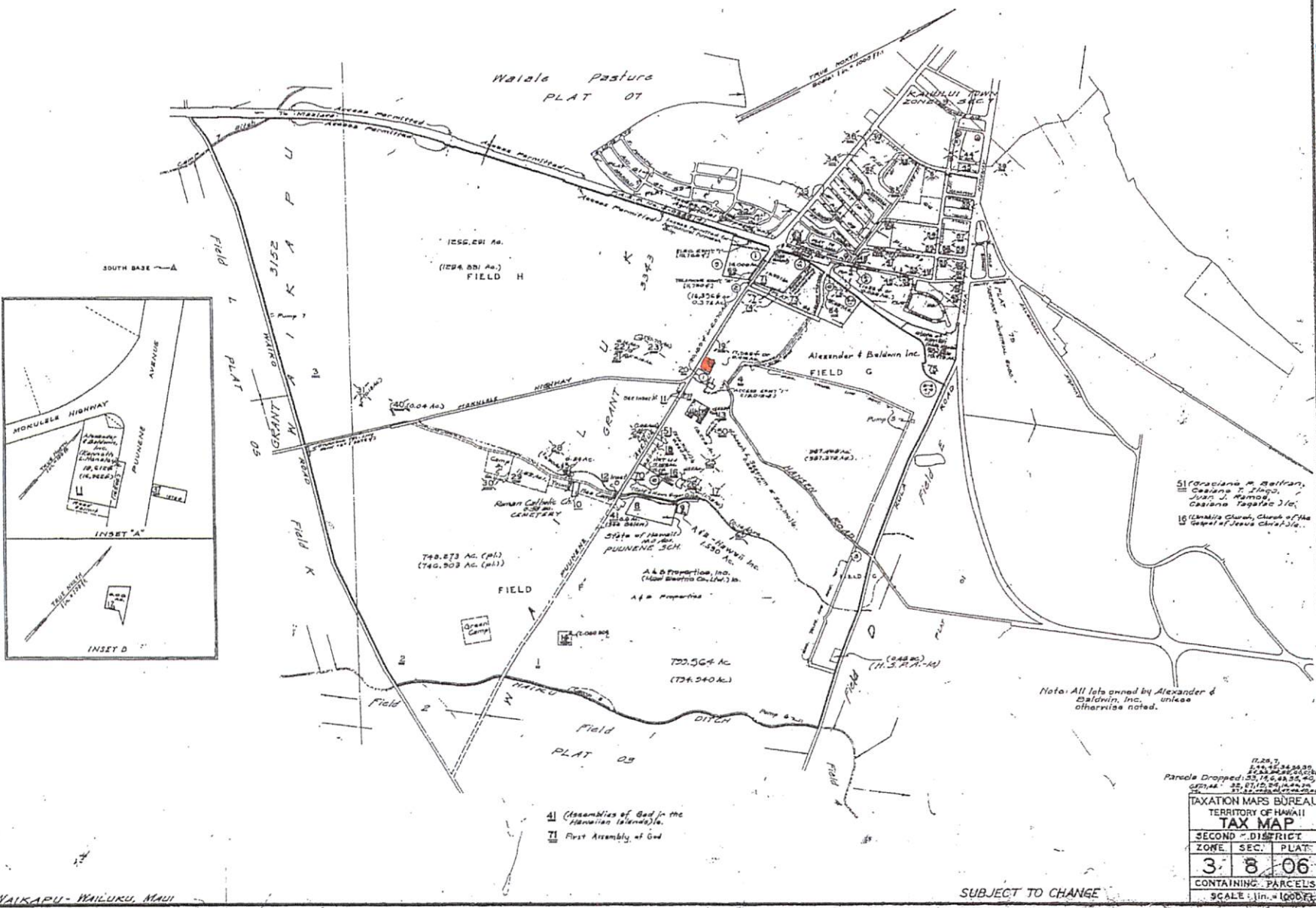
(Signature) Sheilavakagawa

(Date) 12/3/18

For: John S Rapacz, Planning Program Administrator, Zoning Administration and Enforcement Division

* Zoning confirmation requested for portion of parcel 004 identified

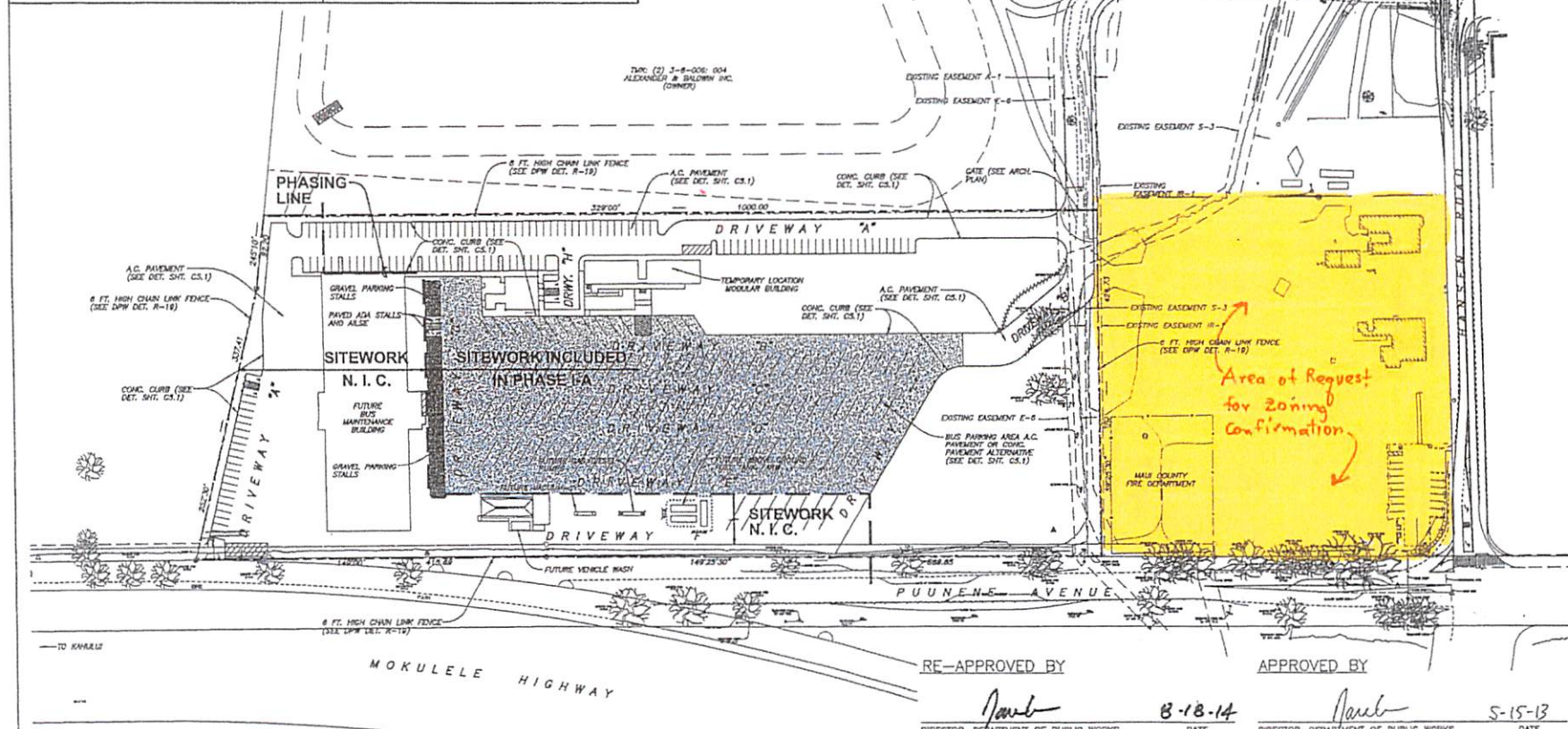
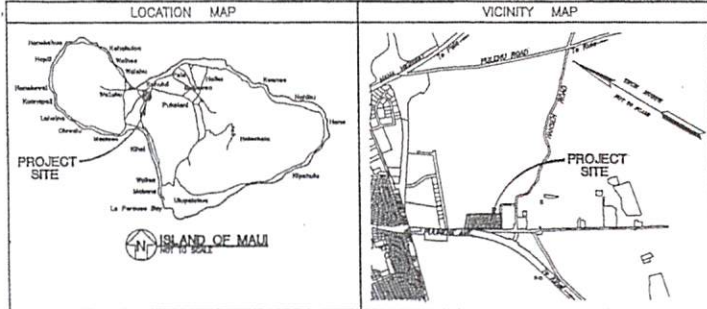
RECEIVED
 NOV 30 2018
 COUNTY OF MAUI
 DEPT. OF PLANNING



11.25.7
 544,103,343.30
 544,103,343.30
 Parcels Dropped: 33,146,435.40
 427,448,107,107.90
 51,257,211,935.40

TAXATION MAPS BUREAU
 TERRITORY OF HAWAII
TAX MAP
 SECOND DISTRICT
 ZONE SEC. PLAT:
 3 8 06
 CONTAINING PARCELS
 SCALE: 1 in. = 1000 FT.

SUBJECT TO CHANGE



OTOMO ENGINEERING, INC.
 CONSULTING ENGINEERS
 205 S. WIND STREET, SUITE 100
 MOLOKAI, HAWAII 96761
 PHONE: (808) 241-0521
 FAX: (808) 241-0778

STACY A. O'ROURKE
 LICENSED PROFESSIONAL ENGINEER
 LICENSE NO. 11115-C
 HAWAII, U.S.A.
 6-20-14

THIS DRAWING WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND I AM A QUALIFIED PROFESSIONAL ENGINEER IN THE STATE OF HAWAII. I AM NOT PROVIDING CONTRACT ADMINISTRATION SERVICES FOR THIS PROJECT.

APPROVED BY: *[Signature]* DATE: 10-21-12
 DRAWN BY: *[Signature]* DATE: 10-21-12

MEO TRANSPORTATION
 T.M.K.: (2) 3-8-006: 004
 KAHULUI, MAUI, HAWAII
 GENERAL SITE PLAN

REVISION	DATE	NOTE
▲	4-1-13	POST NO. REVISION
▲	1-12-15	"AS-BUILT"
▲		
▲		
▲		

DESIGNED BY: S.A.C.
 DRAWN BY: L.C.D.
 PROJECT NO.: 2008-83
 DRAWING NAME: SITE-00
 DATE: 10-21-12

SHEET NO. **C1.1**
 OF SHEETS

AS-BUILT DRAWINGS
 THESE AS-BUILT DRAWINGS HAVE BEEN PREPARED ON THE BASIS OF INFORMATION FURNISHED BY THE CONTRACTOR ON 1-12-15. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS WHICH HAVE BEEN INCORPORATED INTO THIS DOCUMENT AS A RESULT.

RE-APPROVED BY *[Signature]* DATE **8-18-14**
 DIRECTOR, DEPARTMENT OF PUBLIC WORKS
 COUNTY OF MAUI
 (APPROVAL GRANTED FOR WORK WITHIN THE COUNTY RIGHT-OF-WAY)

APPROVED BY *[Signature]* DATE **5-15-13**
 DIRECTOR, DEPARTMENT OF PUBLIC WORKS
 COUNTY OF MAUI
 (APPROVAL GRANTED FOR WORK WITHIN THE COUNTY RIGHT-OF-WAY)

[Signature] DATE **7/24/2014**
 DIRECTOR, DEPARTMENT OF WATER SUPPLY
 COUNTY OF MAUI
 (APPROVAL LIMITED TO IMPROVEMENTS TO BE DEDICATED TO THE DEPARTMENT OF WATER SUPPLY)

GENERAL SITE PLAN
 SCALE: 1" = 40' FT.

JUSTIFICATION FOR REQUEST

6

JUSTIFICATION FOR REQUEST

BACKGROUND

The Alexander & Baldwin Sugar Museum was established in 1980 with a grant from Alexander & Baldwin, Inc. (A&B) as a memorial to early sugar pioneers Samuel T. Alexander and Henry Perrine Baldwin, founders of A&B. The museum was developed on a 1.773-acre portion of Tax Map Key (TMK) (2)3-8-006:004 (Parcel 4), located in Pu'unēnē, Maui, Hawai'i. The museum's physical address is 3957 Hansen Road, Pu'unēnē. See **Figure 1**.

The museum is housed in a renovated historic building that dates back to 1902 and is one of the few remaining structures that were part of Pu'unēnē town. The museum is a historical and cultural repository for artifacts, photos, and documents that tell the story of the sugar industry on Maui. Other structures on the site include the former Museum Director's residence, a garage, and a shed.

The underlying zoning designation of the museum area is "R-1, Residential". As such, a Conditional Permit (CP) was obtained in 1989 for a period of three (3) years for the operation of the museum (Ordinance No. 3201). The museum has been granted subsequent CP time extensions in 1992, 1994, 1999, and 2004. Most recently, the museum was granted a 10-year time extension in 2014. See **Exhibit "A"**.

CONDITIONAL PERMIT AMENDMENT JUSTIFICATION

In 2017, the Sugar Museum received a thirty-year lease from A&B, terminating in 2047, for an additional 2.393 acres of land within Parcel 4 which are currently vacant and undeveloped. See **Figure 2**. With this addition, the total acreage of the museum grounds is 4.166 acres. See **Section 3** of this application document. Following this, the museum underwent a master planning process to envision use of the expanded area. See **Exhibit "B"**.

The final 2018 master plan entails the development of a multi-purpose building which would house a meeting room, restroom, and additional exhibition space for components of the Sugar Cane Train, which was envisioned as part of the original CP, outdoor display and garden areas, additional vehicle and bus parking, upgraded circulation throughout the exhibition areas, use of the former director's residence for meeting and community space, and use of a portion of the newly acquired the vacant lands for museum sponsored events. Refer to **Exhibit "B"** and see **Figure 3**. Events may include plantation-themed festivals which highlight the culture and lifestyle at the various plantation camps. The events area may also be used for agricultural planting displays to include sugar cane and related plantation-era crops used by plantation camp residents.

Subsequent to the completion of the master plan, the Sugar Museum, in 2019, received a grant to establish onsite, a display for a steam engine used as part of the historic sugar plantation operations. The steam engine is proposed to be housed in an approximately 20-ft. by 30-ft. shed, and will be located within the 1.773-acre area currently covered by the existing Conditional Permit. Refer to **Figure 3**. In addition, the grant provides for the implementation of new landscaping in the area designated as the Heritage Garden. Refer to **Figure 3**.



Source: Google Earth and County of Maui, Planning Department

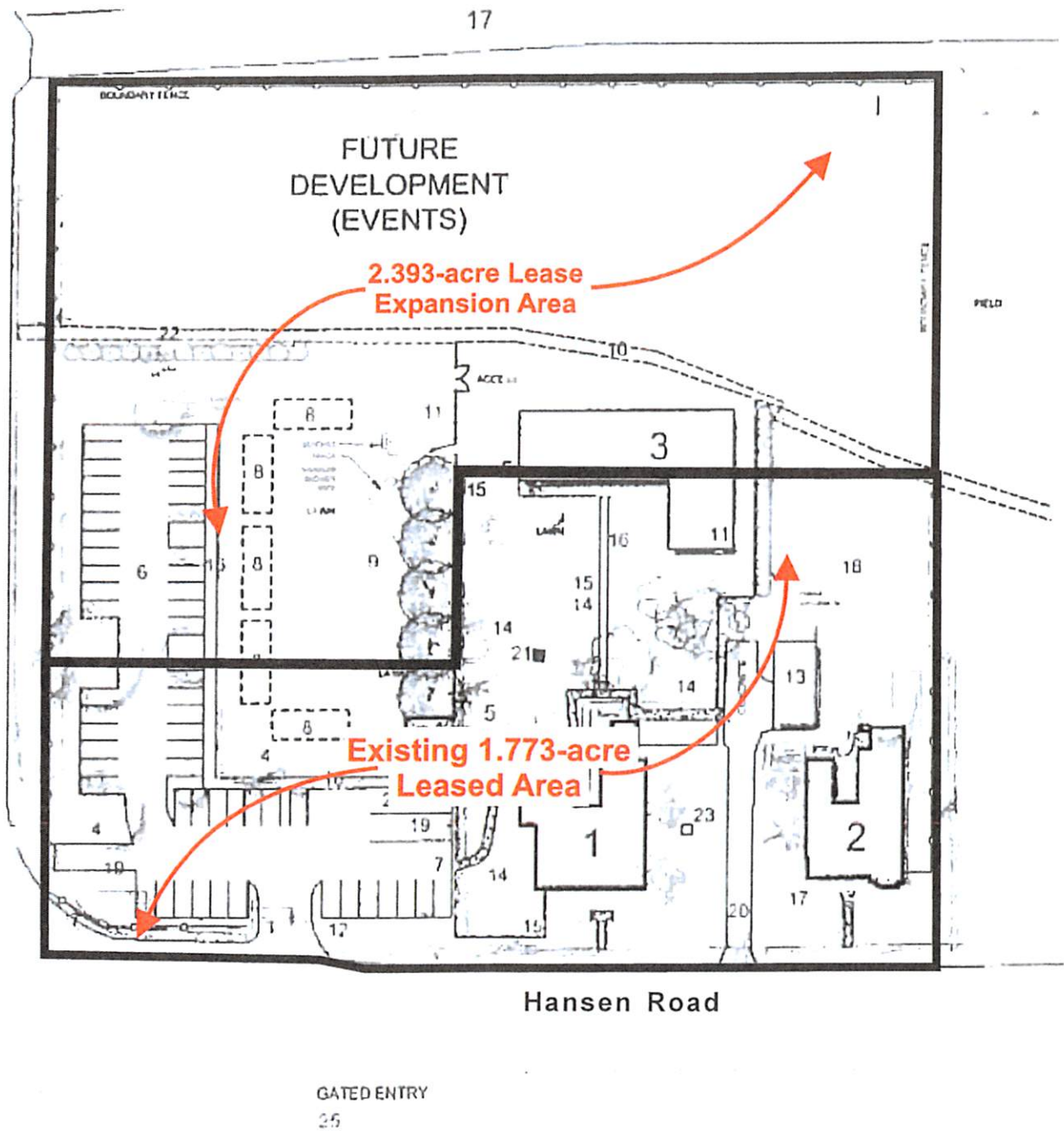
Figure 1

Alexander & Baldwin Sugar Museum Regional Location Map



Prepared for: Alexander & Baldwin Sugar Museum





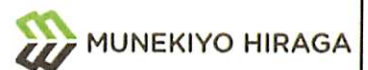
Source: Chris Hart & Partners

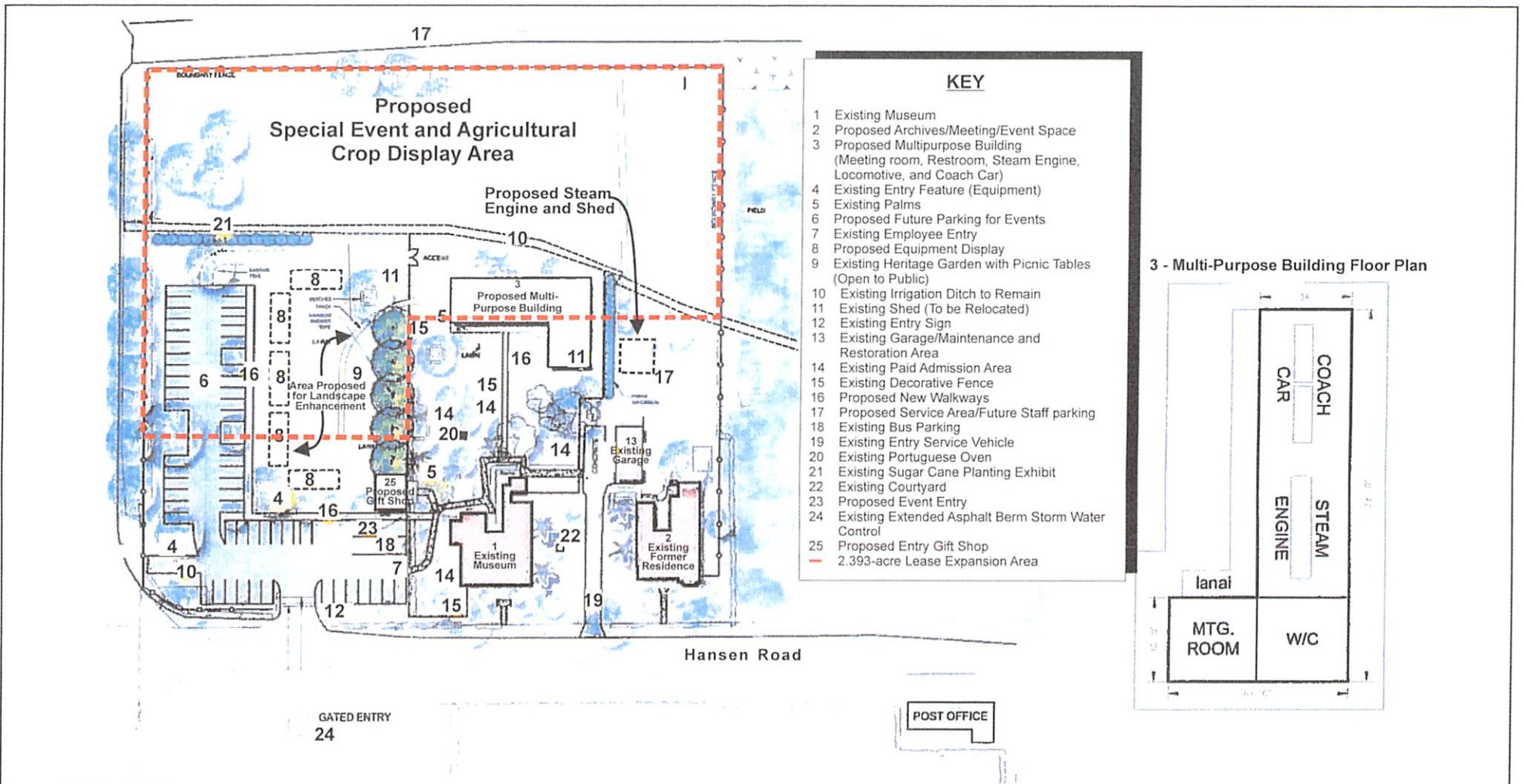
Figure 2 Alexander & Baldwin Sugar Museum
Lease Expansion Area

NOT TO SCALE



Prepared for: Alexander & Baldwin Sugar Museum





Source: Chris Hart & Partners

Figure 3

Alexander & Baldwin Sugar Museum Conceptual Master Plan

NOT TO SCALE



Prepared for: Alexander & Baldwin Sugar Museum



The foregoing improvements are in keeping with the purpose and intent of the Sugar Museum's Conditional Permit, and equally important, the mission of the museum.

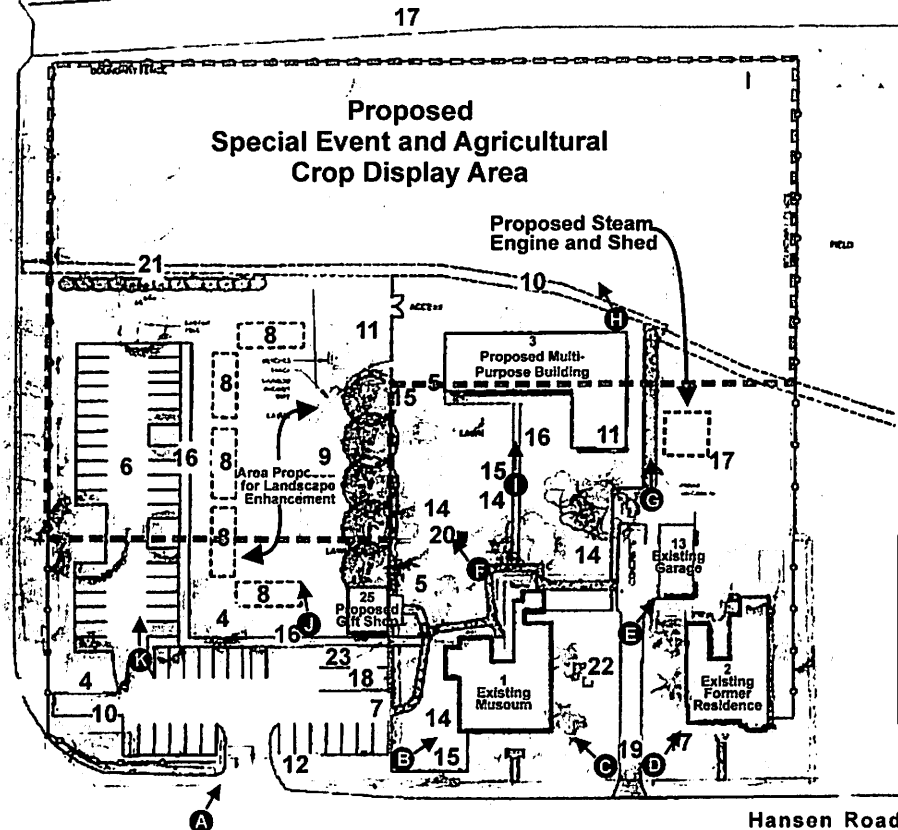
Although the master plan envisions additional exhibition space, it is not anticipated to significantly increase daily visitor counts to the museum. Rather, the additional exhibition areas are intended to enhance the experience for existing visitors. Currently, the average daily visitor count is approximately 90 visitors per day. Further, the event space is envisioned to be used for museum sponsored events which would take place in the evenings or weekends, outside of museum business hours. As such, adverse impacts related to ingress and egress or parking relative to special events are not anticipated. In consideration of the foregoing information, implementation of the master plan on the expanded museum area is not anticipated to yield additional infrastructural demands, nor will it require provision of additional public services such as police, fire, or emergency medical response services.

REQUEST FOR CONDITIONAL PERMIT AMENDMENT

This application for an Amendment to Permit Terms, Conditions and Time Stipulations is being respectfully submitted to request that the CP be amended to cover the additional 2.393 acres of land recently acquired via the 2017 lease, for a total area of 4.166 acres covered by the CP.

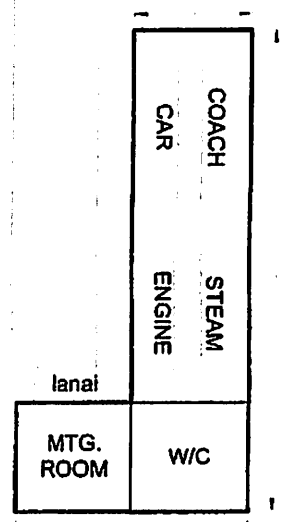
SITE PHOTOGRAPHS

7



- KEY**
- 1 Existing Museum
 - 2 Proposed Archives/Meeting/Event Space
 - 3 Proposed Multipurpose Building (Meeting room, Restroom, Steam Engine, Locomotive, and Coach Car)
 - 4 Existing Entry Feature (Equipment)
 - 5 Existing Palms
 - 6 Proposed Future Parking for Events
 - 7 Existing Employee Entry
 - 8 Proposed Equipment Display
 - 9 Existing Heritage Garden with Picnic Tables (Open to Public)
 - 10 Existing Irrigation Ditch to Remain
 - 11 Existing Shed (To be Relocated)
 - 12 Existing Entry Sign
 - 13 Existing Garage/Maintenance and Restoration Area
 - 14 Existing Paid Admission Area
 - 15 Existing Decorative Fence
 - 16 Proposed New Walkways
 - 17 Proposed Service Area/Future Staff parking
 - 18 Existing Bus Parking
 - 19 Existing Entry Service Vehicle
 - 20 Existing Portuguese Oven
 - 21 Existing Sugar Cane Planting Exhibit
 - 22 Existing Courtyard
 - 23 Proposed Event Entry
 - 24 Existing Extended Asphalt Berm Storm Water Control
 - 25 Proposed Entry Gift Shop
 - 2.393-acre Lease Expansion Area

3 - Multi-Purpose Building Floor Plan



GATED ENTRY
24

POST OFFICE

Source: Chris Hart & Partners

Alexander & Baldwin Sugar Museum
Photo Reference Map

NOT TO SCALE



Prepared for: Alexander & Baldwin Sugar Museum





Photo A: View of Museum Parking Lot Entrance from Hansen Road

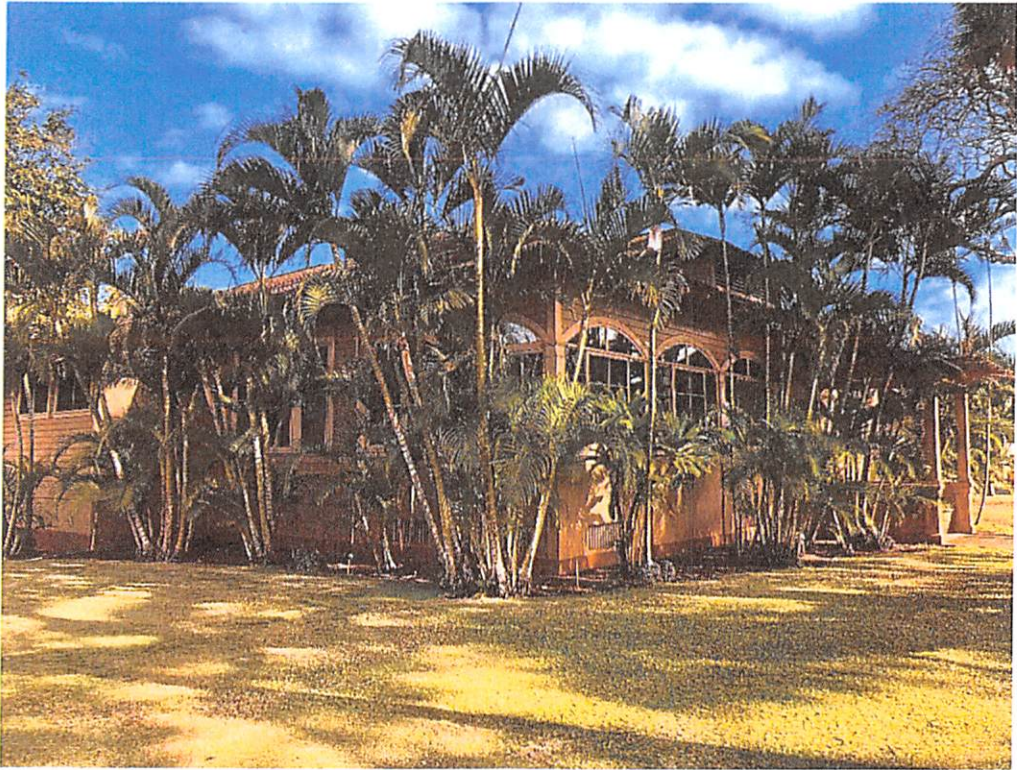


Photo B: View of Museum Building Looking North



Photo C: View of Museum Building Looking West



Photo D: View of Former Museum Director's Residence



Photo E: View of Garage and Maintenance Shed

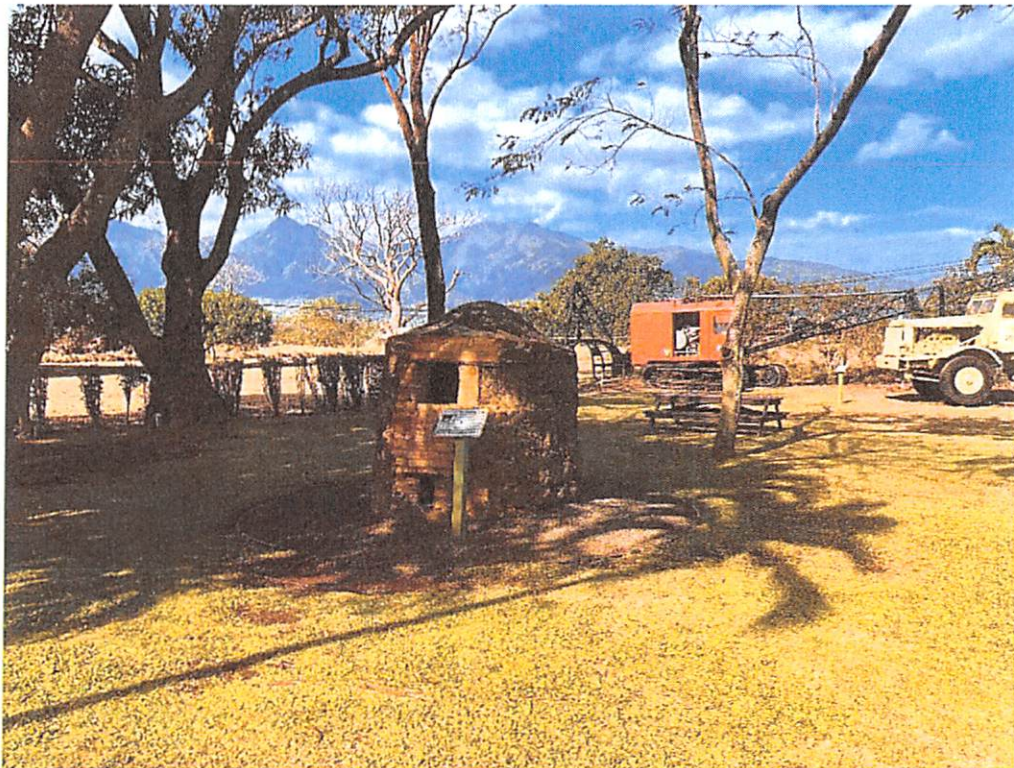


Photo F: View of Existing Outdoor Exhibition Area



Photo G: View of Future Exhibition Building Area Looking Towards Special Event Area



Photo H: View of Special Event Area



Photo I: View of Future Exhibition Building Area



Photo J: View of Future Outdoor Exhibition Area



Photo K: View of Future Parking Area

EXHIBITS | **8**

EXHIBIT A.

**Conditional Permit Time Extension
Approval Letter Dated April 23, 2014**

ALAN M. ARAKAWA
Mayor

WILLIAM R. SPENCE
Director

MICHELE CHOUTEAU McLEAN
Deputy Director



2014
to
2024

COUNTY OF MAUI
DEPARTMENT OF PLANNING

April 23, 2014

Ms. Roslyn Lightfoot, Museum Director
Alexander & Baldwin Sugar Museum
3957 Hansen Road
P.O. Box 125
Puunene, Hawaii 96784

Dear Ms. Lightfoot:

**SUBJECT: APPROVAL OF REQUEST FOR TIME EXTENSION OF AN EXISTING
CONDITIONAL PERMIT (CP) FOR THE ALEXANDER & BALDWIN
SUGAR MUSEUM, LOCATED AT 3957 HANSEN ROAD,
PUUNENE, ISLAND OF MAUI, HAWAII; TMK: (2) 3-8-006:004 (POR.)
(CP 1989/0002)**

Please be advised that the Department of Planning (Department) is in receipt of the application for a time extension of the CP referenced above. Ordinance No. 3827 allows the Planning Director (Director) to approve time extensions of a CP, provided the following criteria are met:

1. The permit holder is in compliance with the conditions of approval;
2. The permitted use has not been substantially changed and new uses have not been added that may result in significant impacts above what would result from the approved CP;
3. Agencies have not identified new matters of concern that require mitigation; and
4. No protests are received from the owners and lessees of record located within 500 feet of the parcel on which the CP use is located.

The Department has determined that all the above criteria have been met.

Pursuant to the aforementioned, a time extension of the CP (CP 1989/0002) is hereby granted subject to the following conditions:

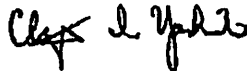
1. That full compliance with all applicable governmental requirements shall be rendered.
2. That the CP shall be valid until **January 30, 2024**, provided that, an extension of this permit beyond this expiration date may be granted pursuant to Section 19.40.090 of the Maui County Code (MCC).

Ms. Roslyn Lightfoot
April 23, 2014
Page 2

3. That the CP shall be non-transferable unless the Council approves transfer by ordinance.
4. That Alexander & Baldwin Sugar Museum, its successors and permitted assigns shall exercise reasonable due care as to third parties with respect to all areas affected by subject CP and shall procure at its own cost and expense, and shall maintain during the entire period of this CP, a policy or policies of comprehensive liability insurance in the minimum amount of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) naming the County of Maui as an additional [named] insured, insuring and defending Alexander & Baldwin Sugar Museum and County of Maui against any and all claims or demands for property damage, personal injury, and/or death arising out of this permit, including but not limited to: (1) claims from any accident in connection with the permitted use, or occasioned by any act or nuisance made or suffered in connection with the permitted use, or occasioned by any act or nuisance made or suffered in connection with the permitted use in the exercise by Alexander & Baldwin Sugar Museum of said rights; and (2) all actions, suits, damages, and claims by whomsoever brought or made by reason of the non-observance or non-performance of any of the terms and conditions of this permit. The CP shall not be effective until Alexander & Baldwin Sugar Museum transmits proof of insurance to the Department. A copy of the Certificate of Insurance naming County of Maui as an additional named insured shall be submitted to the Department within ninety (90) calendar days from the date of transmittal of the ordinance, and each year thereafter.

Thank you for your cooperation. If additional clarification is required, please contact Staff Planner Livit Callentine at livit.callentine@maulicounty.gov or at (808) 270-5537.

Sincerely,



CLAYTON I. YOSHIDA, AICP
Planning Program Administrator

for WILLIAM SPENCE
Planning Director

xc: John S. Rapacz, Planning Program Administrator (PDF)
Livit U. Callentine, AICP, Staff Planner (PDF)
Gerald Azbill, Plans Examiner (PDF)
County Clerk's Office
Development Services Administration
John Min, Consultant
Project File
General File

WRS:CIY:LUC:cr

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EXHIBIT B.

Alexander & Baldwin Sugar Museum Master Plan April 2018

*Alexander & Baldwin Sugar Museum
Master Plan*



Prepared By:
Chris Hart & Partners, Inc.
115N. Market Street
Wailuku, Maui, HI 96793

Prepared For:
Alexander & Baldwin Sugar Museum
3957 Hansen Road
Pu' unēnē, Maui, HI 96784



April 2018



Acknowledgements

**Alexander & Baldwin Sugar Museum
Board of Directors**

Mr. Richard Cameron	Mr. Stephen H. Onaga
Ms. Meredith J. Ching	Mr. Ken S. Ota
Mr. John Hoxie, Jr.	Mr. Douglas A. Sheehan
Mr. William Kennison	Ms. Maryanna G. Shaw Stockholm
Mr. Roger MacArthur	Mr. Rick W. Volner, Jr.
Ms. Alyson Nakamura	Mr. A.D. "Puck" Waterhouse, Jr.
Mr. Howard K. Nakamura	Mr. Darren Strand

**Ms. Roslyn Lightfoot
Museum Director**



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Use Zones.....	8
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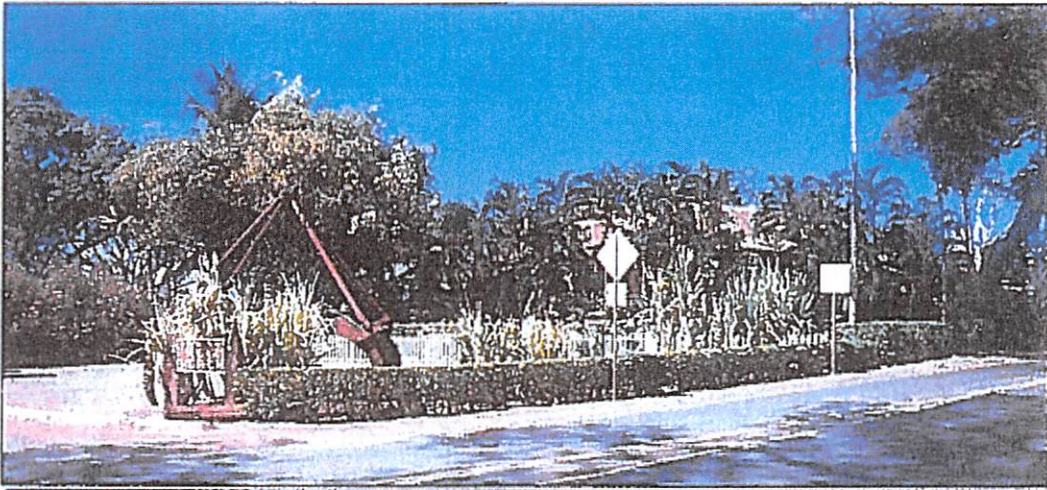
- Figure No. 1 Regional Location Map
- Figure No. 2 Aerial Location Map
- Figure No. 3 Tax Map Key
- Figure No. 4 Topographic Survey with Existing Buildings
- Figure No. 5 State Land Use Classification Map
- Figure No. 6 Maui County Zoning Map
- Figure No. 7 Community Plan Map
- Figure No. 8 Use Zone Map
- Figure No. 9 Circulation and Parking Plan
- Figure No. 10 Concept Master Plan



Part I: Introduction

Overview

The Alexander & Baldwin Sugar Museum was established in 1980 with a grant from Alexander & Baldwin, Inc., as a memorial to early sugar pioneers Samuel T. Alexander and Henry Perrine Baldwin, founders of the company. It was also a gift to the Maui community to mark the 1982 incorporation centennial of Hawaiian Commercial & Sugar Co. (HC&S).



Alexander & Baldwin Sugar Museum from Hansen Road

The Sugar Museum was established with a board of directors and officers as well as an advisory board comprised of individuals with relevant knowledge and interest in the project. The museum operates as an independent non-profit organization under subchapter 501 (c) 3.

The Sugar Museum is located in Pu'unēnē. The museum is housed in a renovated historic building that dates back to 1902 and is one of the few remaining structures that were part of the once-thriving plantation town of Pu'unene.



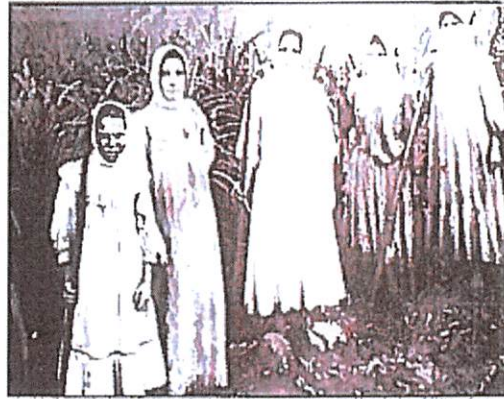
HC&S Sugar Mill



The Sugar Museum is an historical and cultural repository for the artifacts, photos and documents that depict the history of sugar on Maui, telling the story of the sugar industry, plantation life, and the immigrants who came to Hawaii from around the world in response to the industry's labor needs.



Museum Plantation Room



Portuguese He Hana Girls, Lahaina 1911

The Sugar Museum received a thirty-year lease from Alexander and Baldwin that includes an additional 2.43 acres of land located to the northwest and southwest of the existing museum grounds. With the large expansion of the museum grounds, the need for sound planning to address desired future use of the property was recognized. In August 2017, the museum contracted Chris Hart & partners, Inc., to develop a comprehensive master plan for the entire museum grounds.

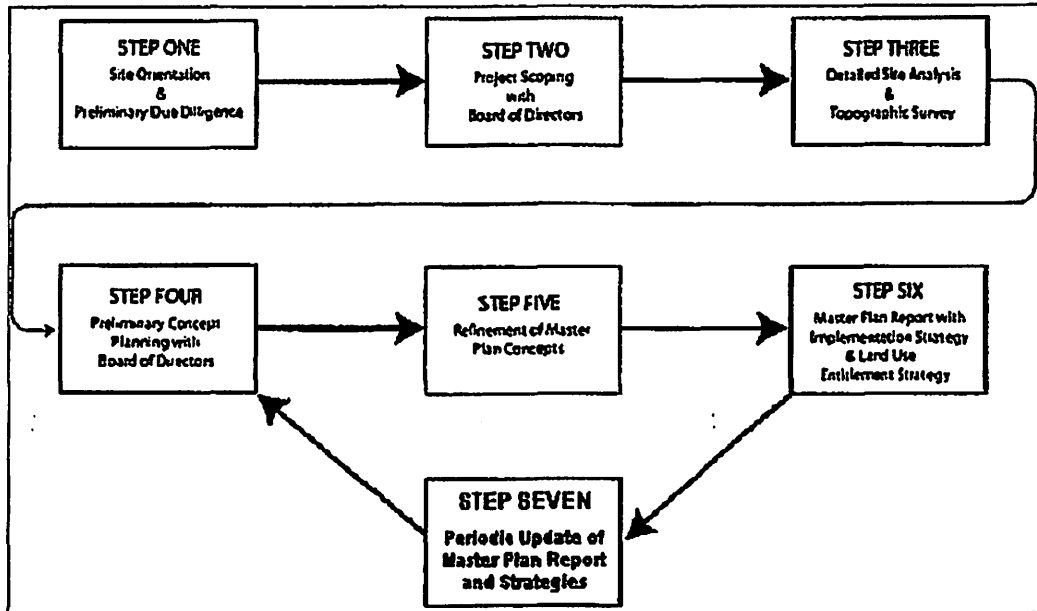
Master Planning Process

Chris Hart & Partner, Inc., worked closely with the Sugar Museum Board of Directors, chaired by Douglas A. Sheehan, in planning and design of future use of the museum grounds. The Board contributed valuable information regarding the museum's history, role in the community, and future vision.

The planning and design process was conducted in several steps. These steps included conducting site analysis and due diligence, stakeholder consultation, and conceptual planning and design.



Master Plan Process



Purpose of the Master Plan

The overall purpose of the Master Plan is to provide a vision, design renderings, and a strategy to guide future use of the museum grounds. The Master Plan is a functional tool which explores the opportunities and constraints of the property, facilitates stakeholder input and support, and provides the basis for logical and orderly implementation of tasks.

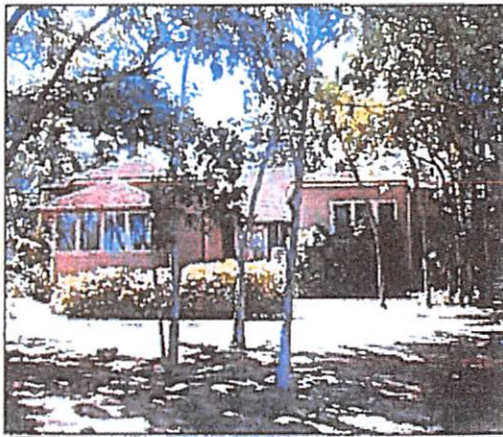


Part II: Site Description & Existing Conditions

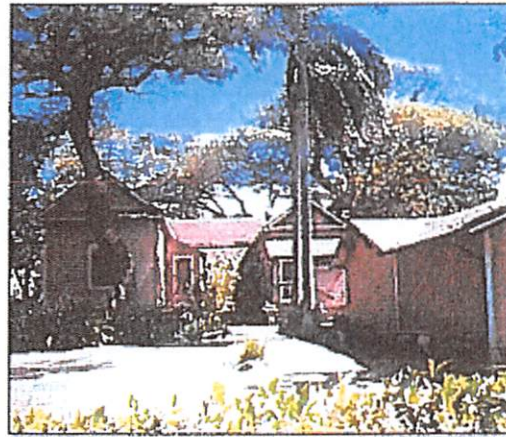
Site Description

The Alexander & Baldwin Sugar Museum is located at 3957 Hansen Road, Pu'unēnē, Maui, Hawaii. (See: Figure 1 *Regional Location Map* and Figure 2 *Areal Location Map*) The museum property is within the Wailuku-Kahului community plan area.

The Sugar Museum site is owned by Alexander & Baldwin and is identified as TMK: (2) 3-8-006:004 (POR.) (LOT 2-C-4-A). (See: Figure 3 *Tax Map Key*). The 4.22 acre site is a portion of a 385 acre parcel located at 3957 Hansen Road, Pu'unēnē, Maui, Hawaii. The existing Sugar Museum currently situates on 1.79 acres. Existing structures on the property include the museum, Director's residence, garage, and shed. (See: Figure 4 *Topographic Survey with Existing Buildings*) There are six rooms featured in the museum, displaying artifacts, photomurals, audiovisual presentations, authentic scale models, and outdoor exhibits of plantation equipment. Also on the existing museum grounds are visitor and employee parking, mature landscaping, and walkways.



Museum from rear



Director's residence and garage from rear

The remaining 2.43 acres are undeveloped and not currently utilized by the museum. The area is largely barren except for a row of monkey pod trees along the southwest property line and a few other trees dispersed throughout the site. An abandoned irrigation ditch runs through the property near its northwest edge.



Land Use Designations

The land use designations for the museum property are as follows:

State Land Use Designation:	Urban
County Zoning:	(R-1) Residential
Community Plan Designation:	(HI) Heavy Industrial

(See: Figure 5 *State Land Use Classification Map*, Figure 6 *Maui County Zoning Map* and Figure 7 *Community Plan Map*)

Museums are not a permitted use within the County Residential District; therefore the museum operates under a County Conditional Permit (Ordinance No. 3201) that expires in January 2014. The project site's land use designations are further discussed in *Part IV: Land Use Strategy*.



Undeveloped land looking west from existing Museum grounds



Existing Utilities & Infrastructure

This section briefly describes the project site's existing utilities and infrastructure and identifies potential constraints or challenges.

Roadways & Access

A&B Sugar Museum is accessed via two entrances from Hansen Road. The main entrance provides public access to the museum building and grounds. The second entrance, east of the main entrance, provides private access to the archival and meeting space facility. Hansen Road fronting the project site is a two-lane road lined with mature trees. Visibility of the main entrance is an issue that the concept master plan addresses.

Water & Fire Protection

Water for potable use and irrigation use is provided to the site through the County Water Department. A County fire hydrant is located on Hansen Road directly across the street from the museum.

Drainage

No detention basins currently exist on the subject property.

Wastewater Disposal

The project site is connected to the County wastewater system which conveys wastewater produced onsite to the Wailuku-Kahului Wastewater Reclamation Facility.

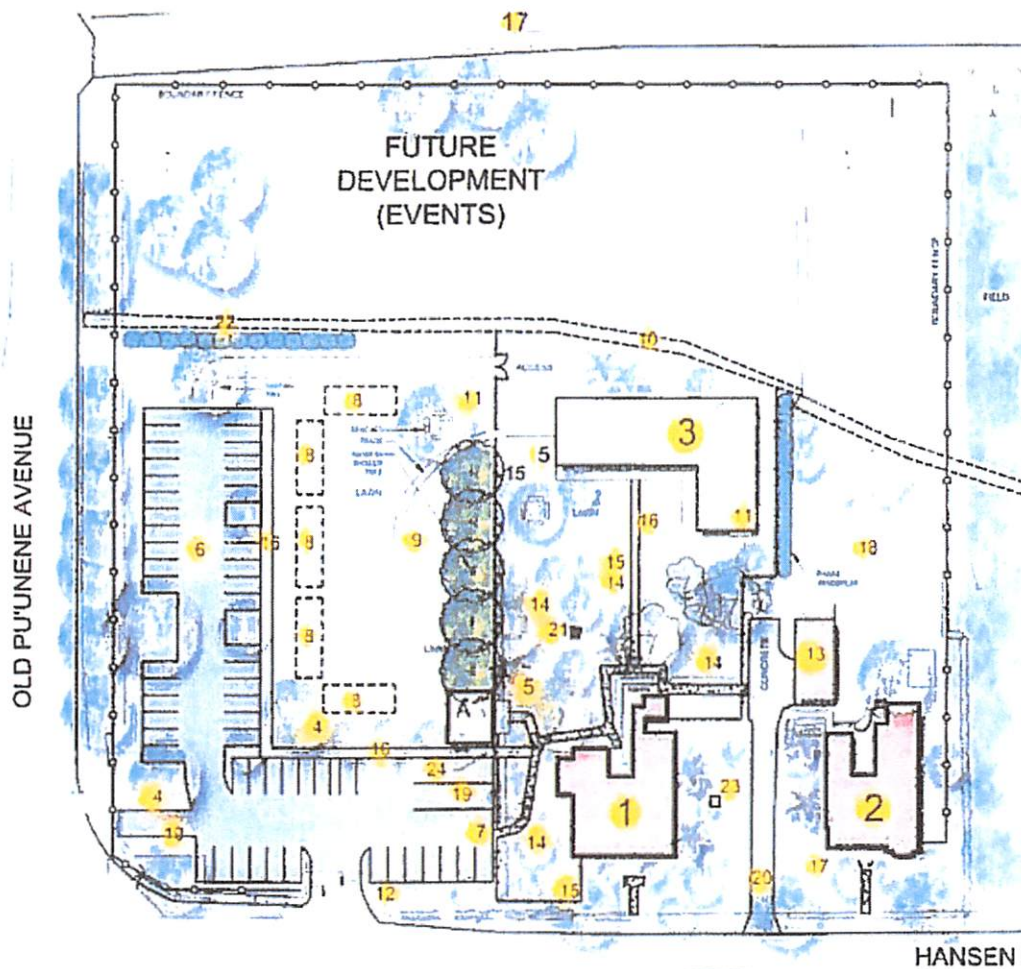
Electrical Power

Electrical power needs at the museum are served by power generated from Maui Electric Company.



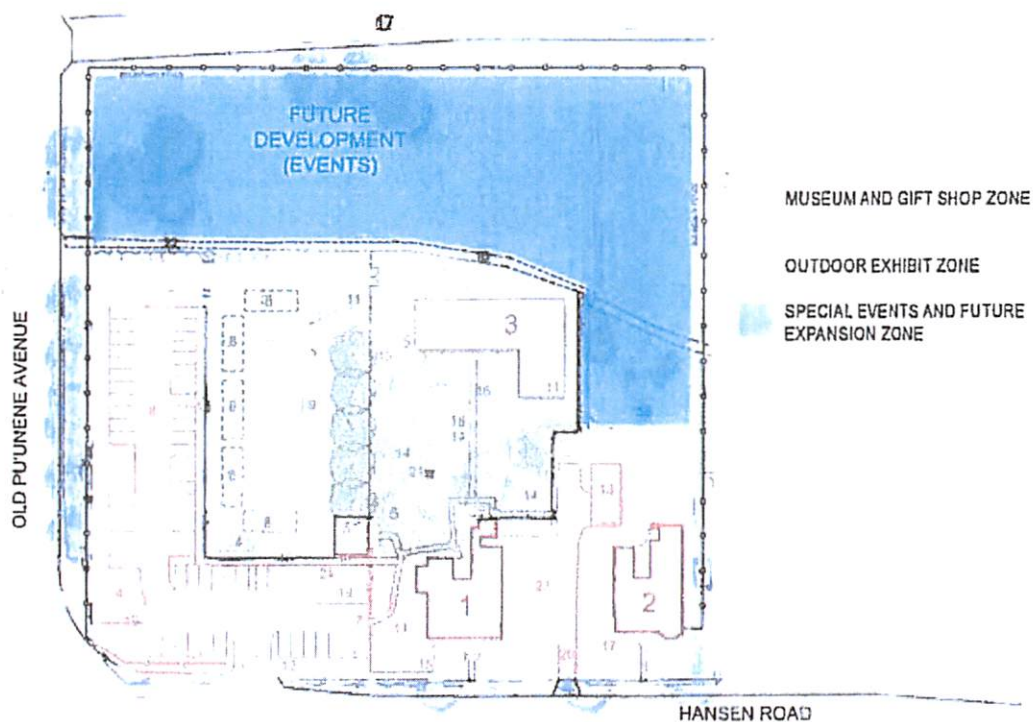
Part III: Concept Master Plan

The original master plan (2009) was developed in two stages. The first stage was to define use zones which were suited for specific functions and activities. Vehicular and pedestrian circulation patterns and parking areas were then defined and overlaid on the established use zones. The updated master plan (2018) builds upon those assumptions, while refining and adapting the zones and circulation to meet the current needs of Museum.



Use Zones

The concept master plan is comprised of three use zones; Museum and Gift Shop Zone, Outdoor Exhibit Zone, and Special Events and Future Expansion Zone. (See: Figure 8 *Use Zone Map*)



Museum and Gift Shop Zone. The Museum and Gift Shop Zone represents the core of the museum grounds and is likely to be the most frequently visited use zone. The use zone includes the densest concentration of museum exhibits and activities, future Train Museum as well as the main museum entrance and parking area.

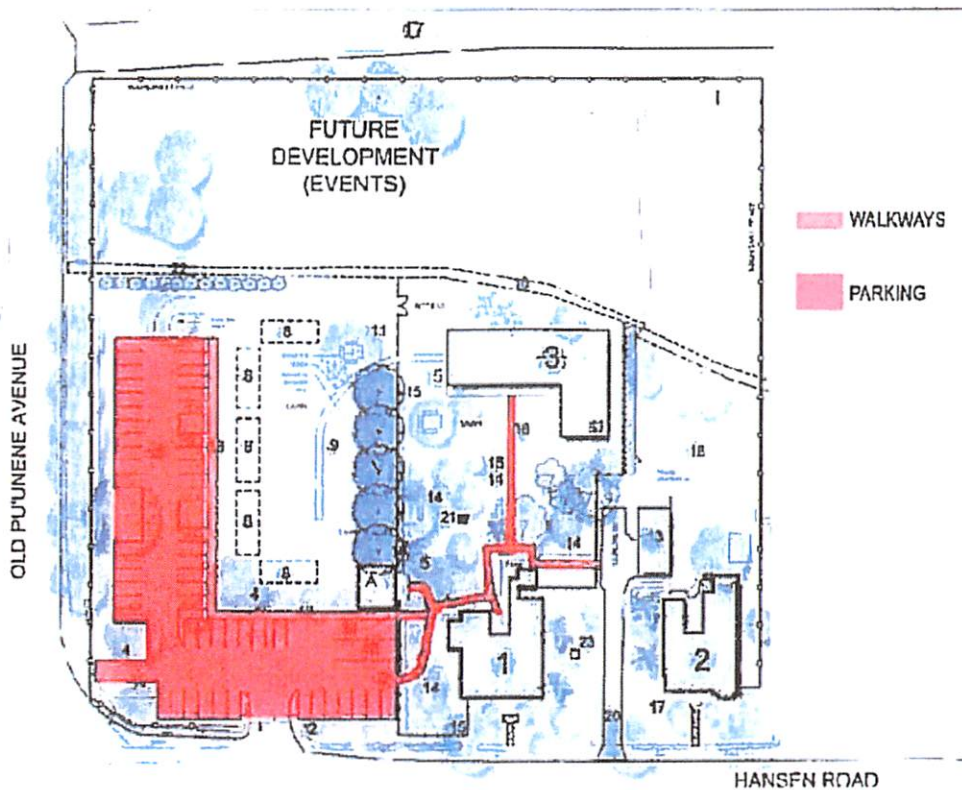
Outdoor Exhibit Zone. The Outdoor Exhibit Zone encompasses the museum's large scale exhibits. The exhibits are linked by a network of walking paths and existing large trees shade the outdoor area and create a welcoming environment for visitors enjoying the exhibits.



Special Events and Future Expansion Zone. The Special Events and Future Expansion Zone is currently undeveloped and encompasses the remainder of the museum grounds. The area provides opportunities for special functions and future museum growth.

Circulation & Parking

Circulation and parking on the museum grounds are designed to provide convenient access to and movement throughout all use zones. Pedestrian circulation is designed to guide visitors through the museum's exhibits in a logical progression and to enhance the overall visitor experience. Two parking lots service the museum including the improved existing main parking lot and a future parking lot. (See: Figure 9 *Circulation and Parking Plan*)



Final Concept Master Plan

The A&B Sugar Museum Concept Master Plan illustrates the site design and special relationship of existing and proposed structures and uses on the museum grounds. (See: Figure 10 *Concept Master Plan*) Each structure, use area, or improvement is numerically identified on the Concept Master Plan.



Part IV: Land Use Strategy

As previously stated in *Part II: Site Description & Existing Conditions*, the museum property is zoned R-1 Residential, the Wailuku-Kahului Community Plan designation is Heavy Industrial and the museum currently operates under a County Conditional Permit (Ordinance No. 3201) that expires in January 2024.

Figures

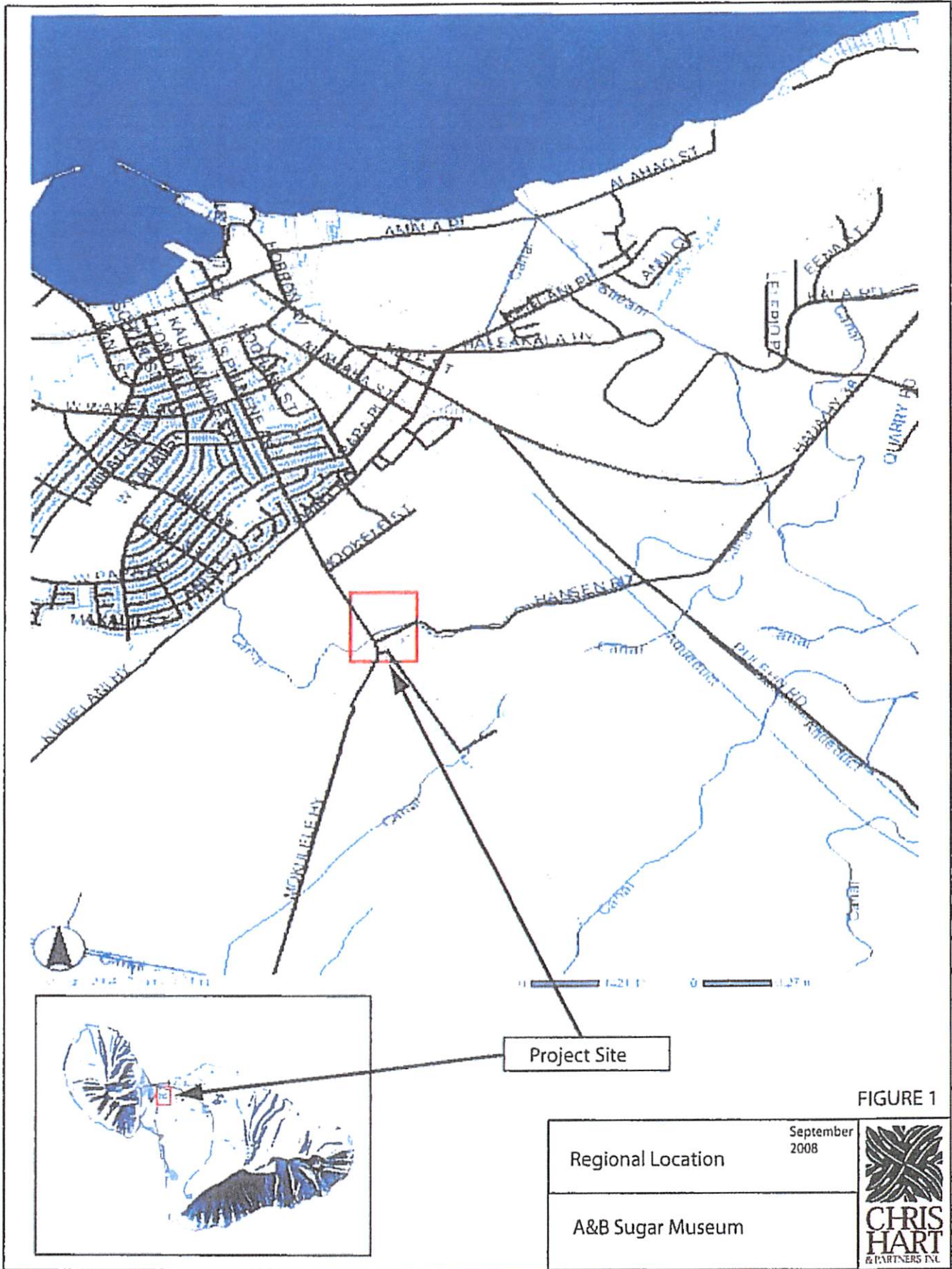



FIGURE 1





FIGURE 2

Aerial Location	September 2008	
A&B Sugar Museum		

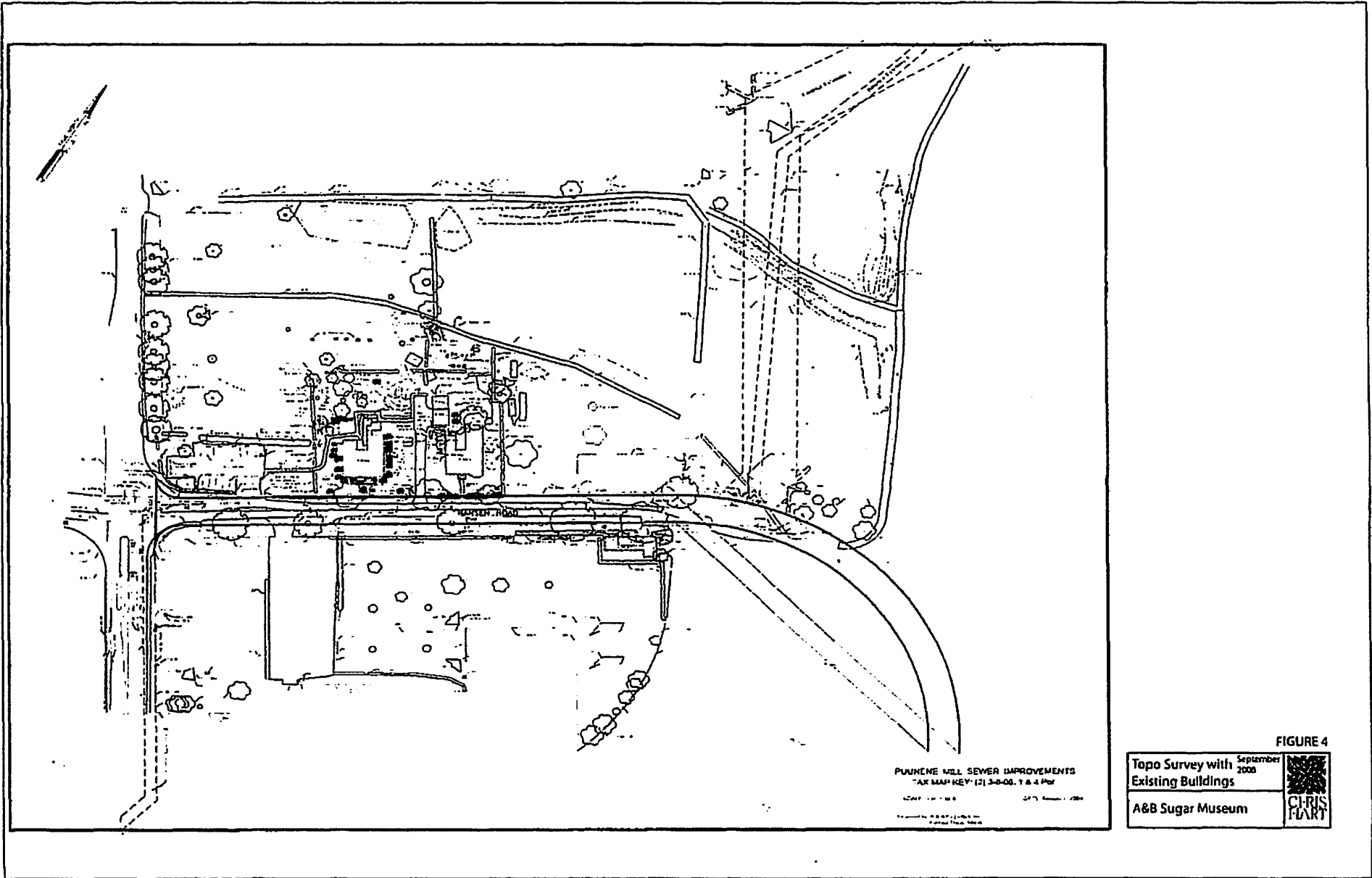


FIGURE 4

Topo Survey with Existing Buildings	September 2000	
A&B Sugar Museum		

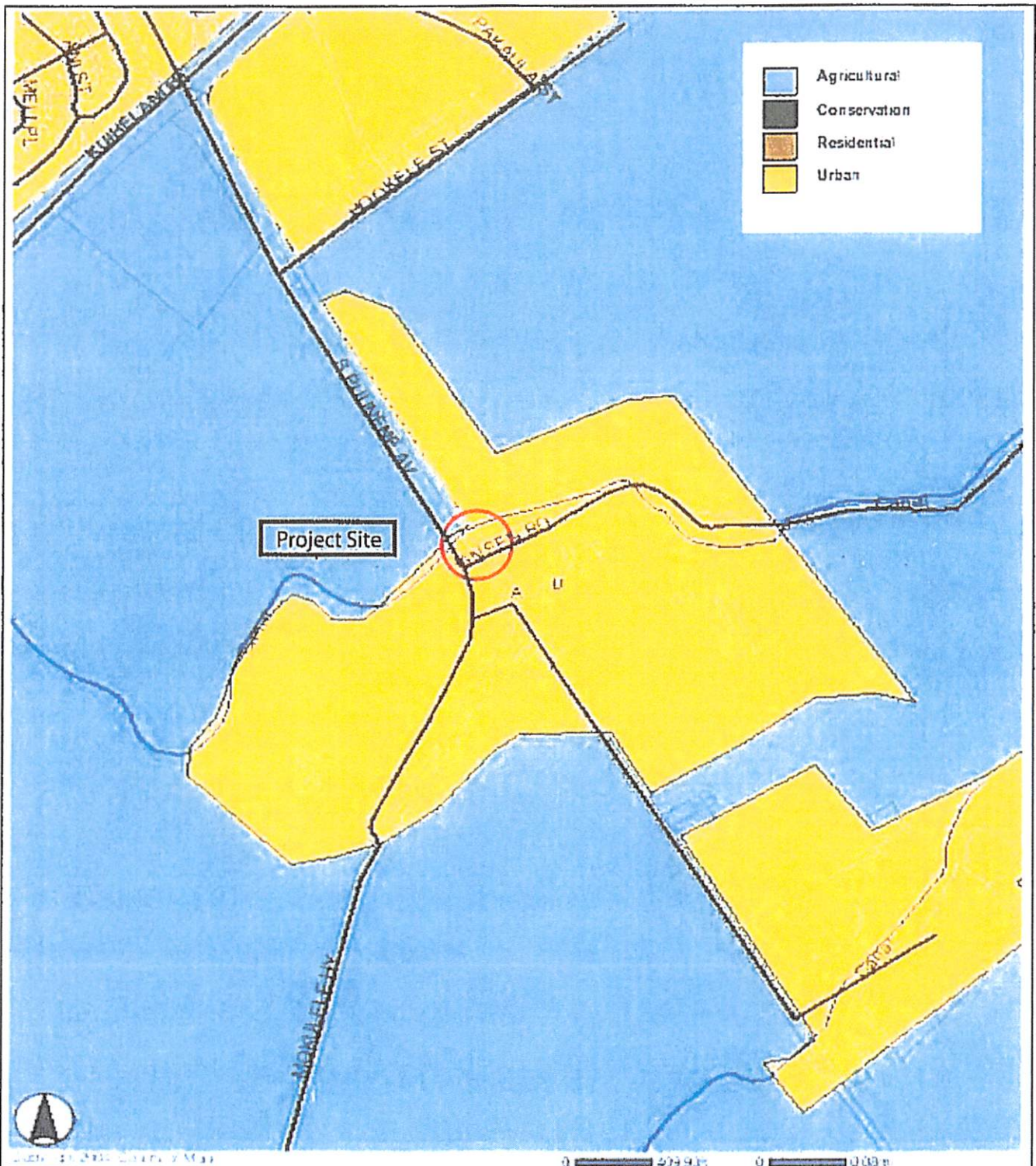


FIGURE 5

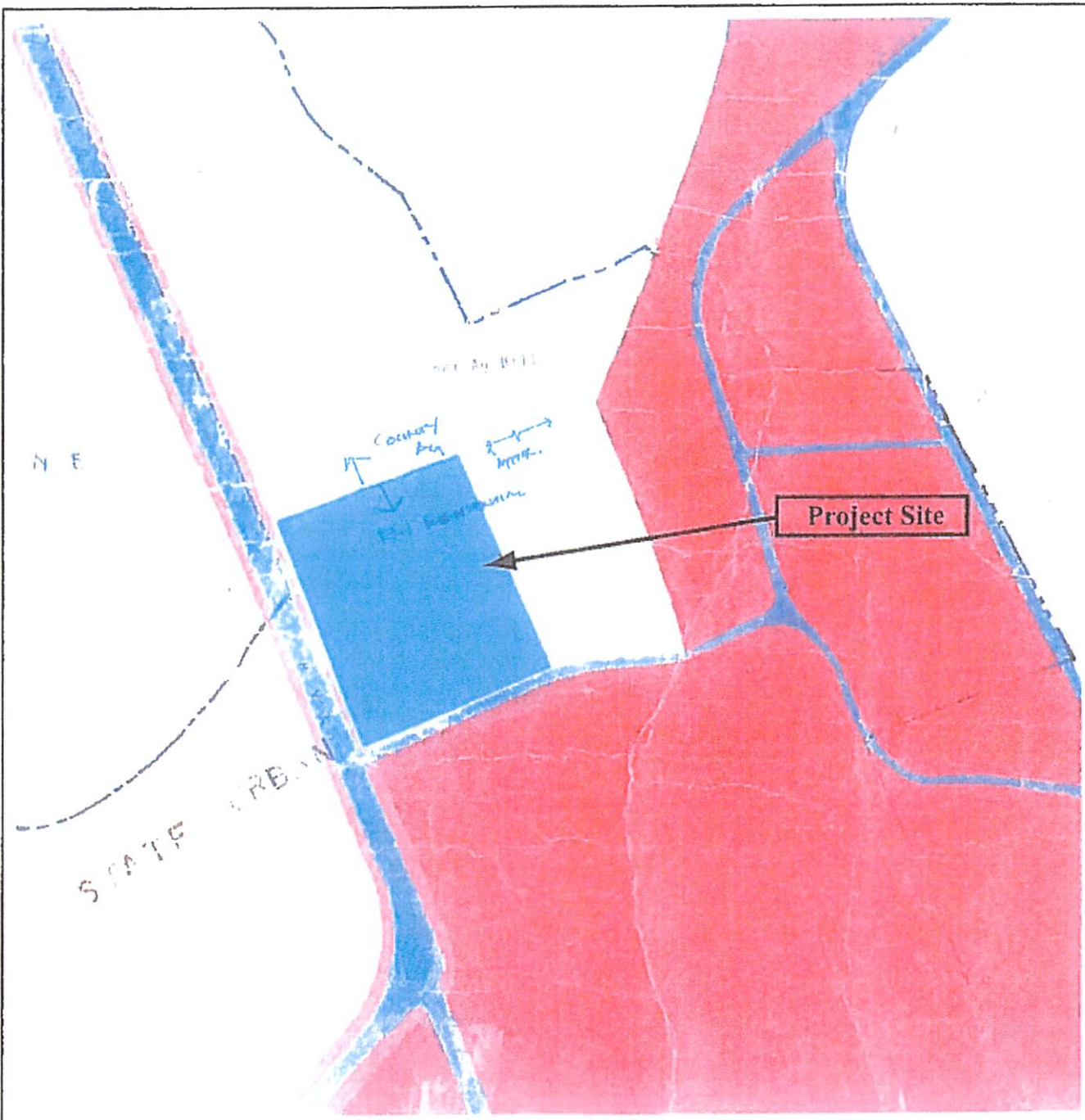
State Land Use Classification: Urban

State Land Use
Classification Map

September
2008


A&B Sugar Museum

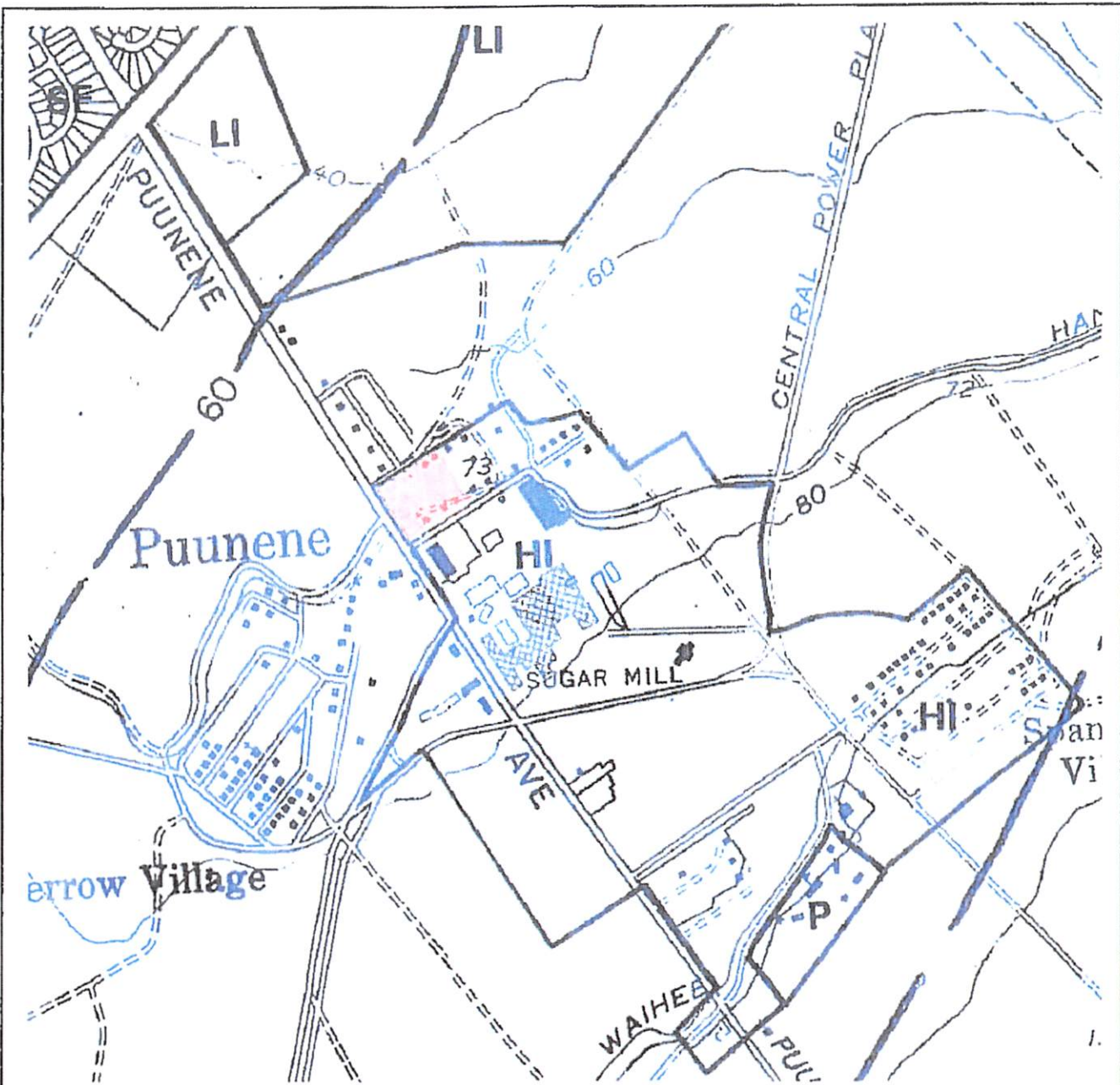




County Zoning: R-1 Residential


FIGURE 6

Maui County Zoning Map	September 2008	
A&B Sugar Museum		

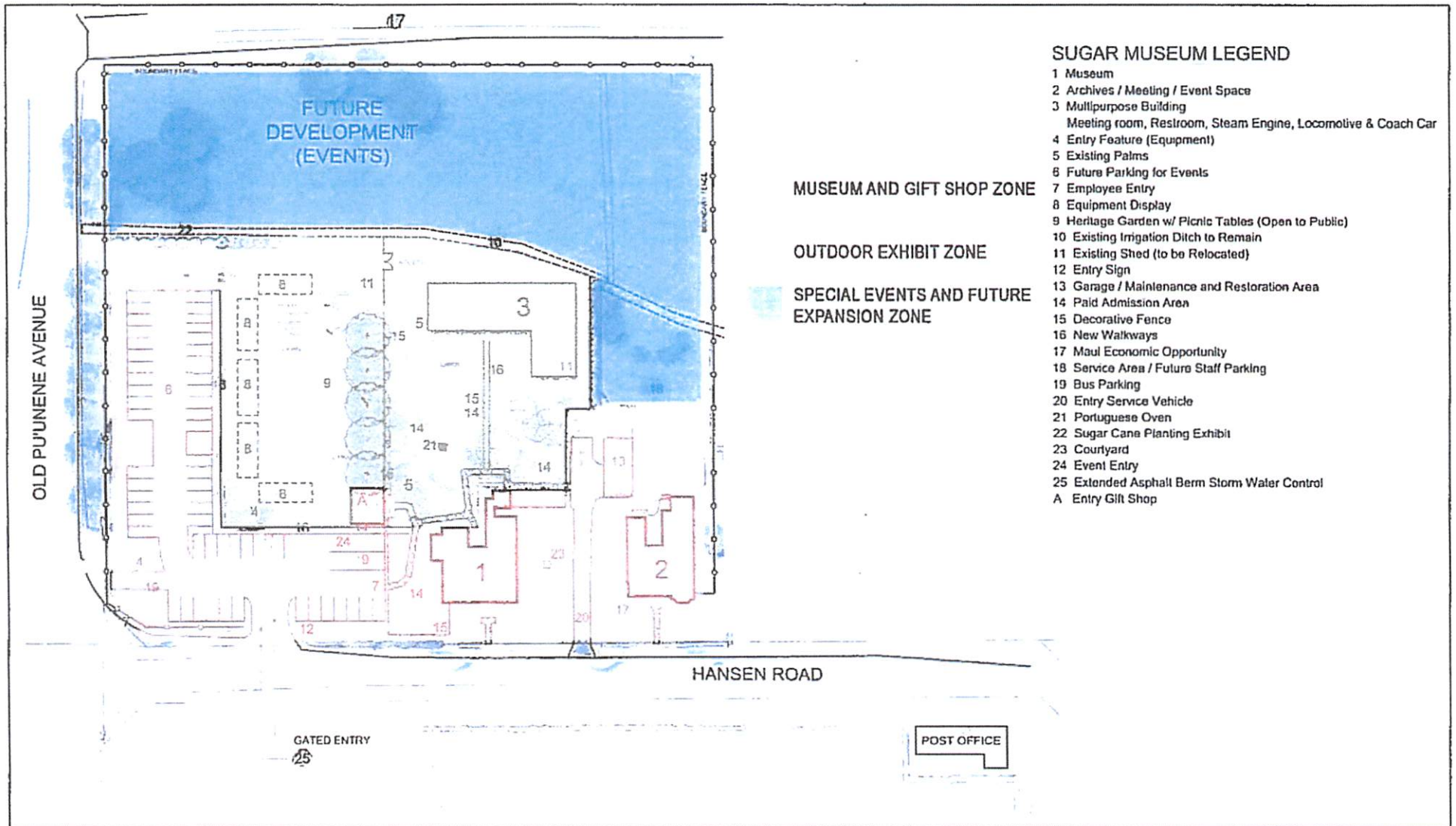


Community Plan: Heavy Industrial

FIGURE 7

Community Plan	September 2008	
A&B Sugar Museum		

**CHRIS
HART**
& PARTNERS INC.



SUGAR MUSEUM LEGEND

- 1 Museum
- 2 Archives / Meeting / Event Space
- 3 Multipurpose Building
Meeting room, Restroom, Steam Engine, Locomotive & Coach Car
- 4 Entry Feature (Equipment)
- 5 Existing Palms
- 6 Future Parking for Events
- 7 Employee Entry
- 8 Equipment Display
- 9 Heritage Garden w/ Picnic Tables (Open to Public)
- 10 Existing Irrigation Ditch to Remain
- 11 Existing Shed (to be Relocated)
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- 18 Service Area / Future Staff Parking
- 19 Bus Parking
- 20 Entry Service Vehicle
- 21 Portuguese Oven
- 22 Sugar Cane Planting Exhibit
- 23 Courtyard
- 24 Event Entry
- 25 Extended Asphalt Berm Storm Water Control
- A Entry Gift Shop

MUSEUM AND GIFT SHOP ZONE

OUTDOOR EXHIBIT ZONE

SPECIAL EVENTS AND FUTURE EXPANSION ZONE

TMK. (2) 3-8-08: por 1 & 4

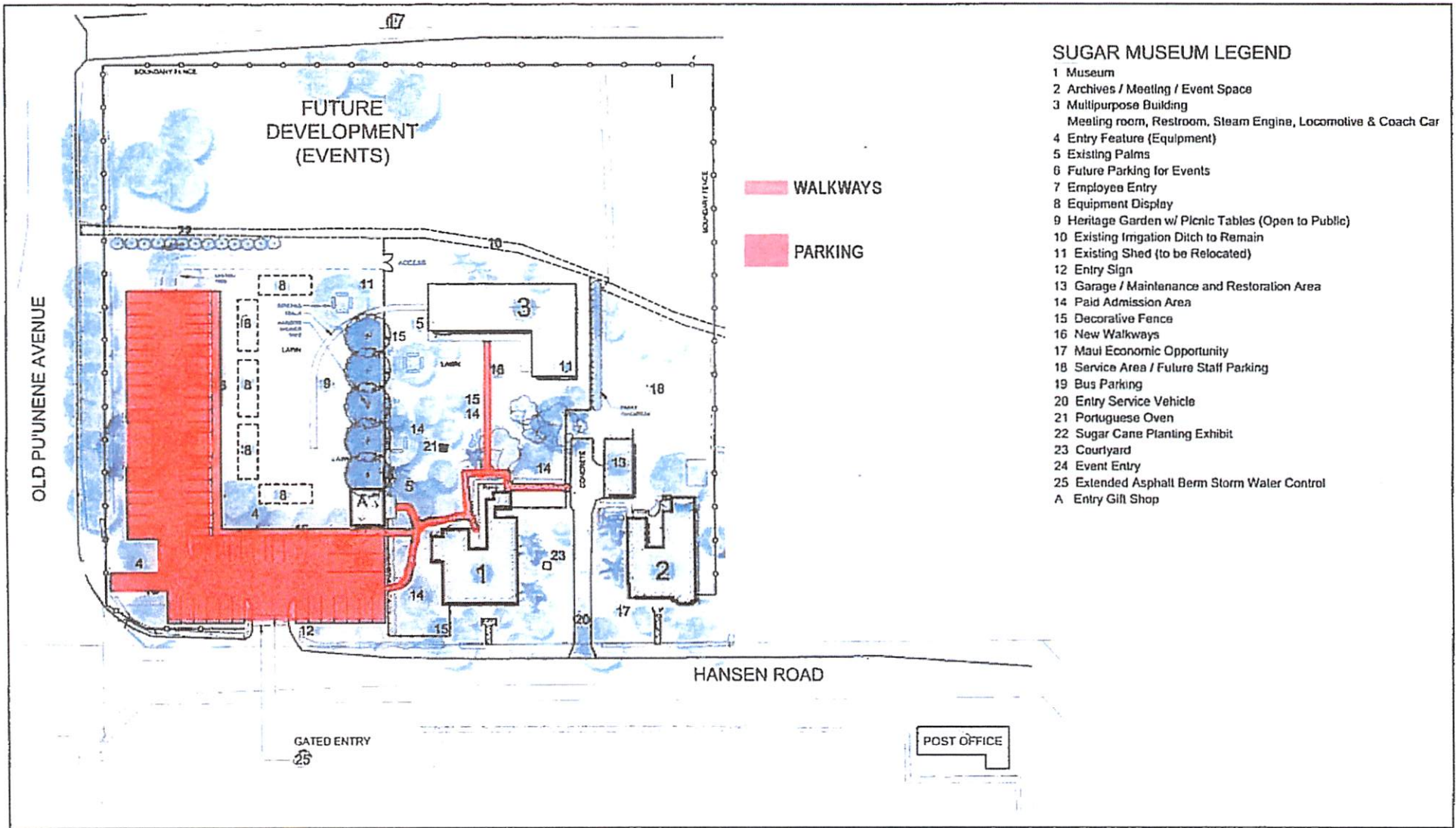


USE ZONE MAP

A & B SUGAR MUSEUM
KAHULUI MAUI, HAWAII

FIGURE B

Use Zone Map	
Sugar Museum	



TMK: (2) 3-8-06: por 1 & 4

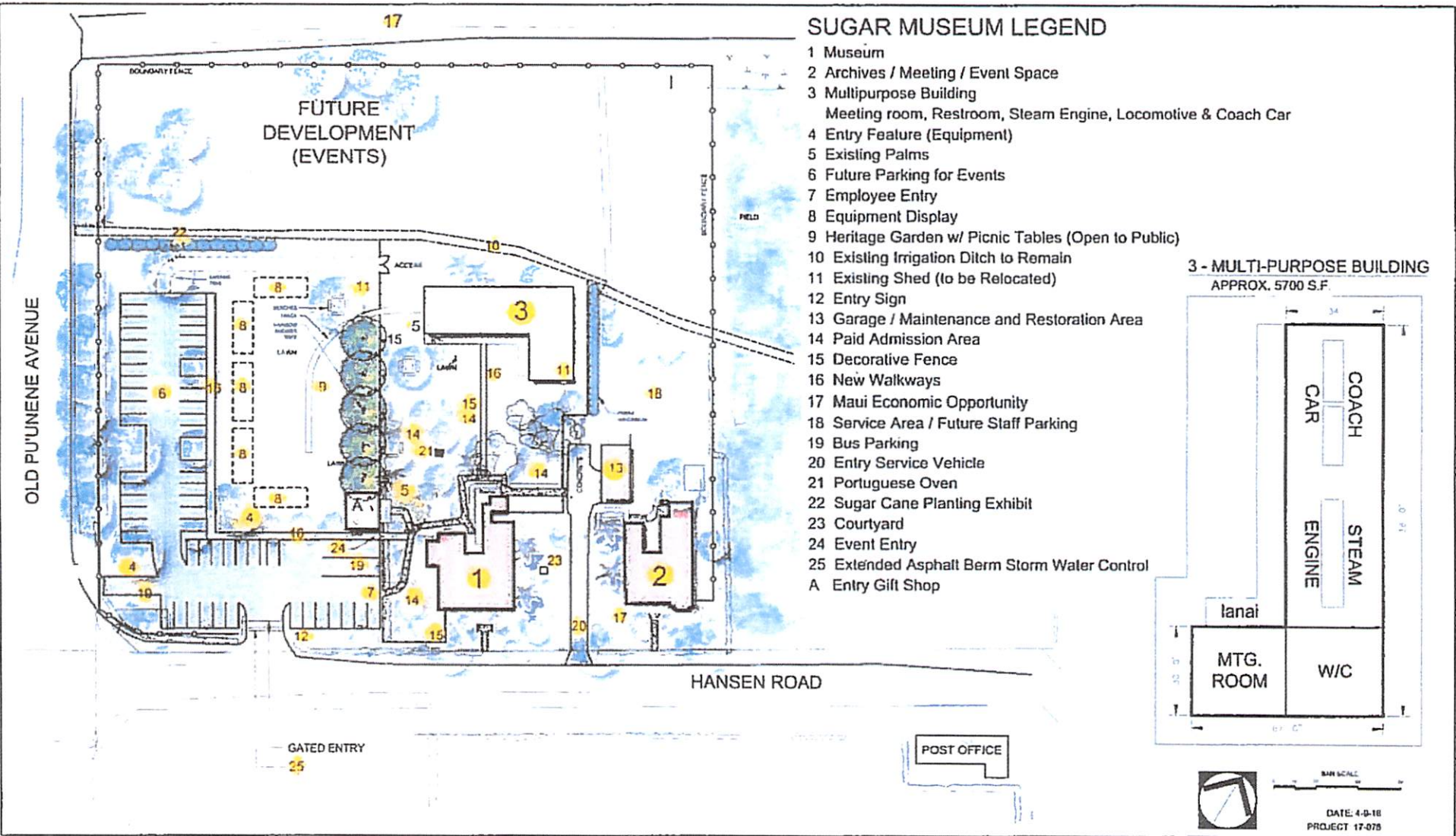


CIRCULATION AND PARKING

A & B SUGAR MUSEUM
KAHULUI, MAUI, HAWAII

FIGURE 9

Circulation and Parking	
Sugar Museum	



TMK: (2) 3-8-06: por 1 & 4



CONCEPT MASTER PLAN

A & B SUGAR MUSEUM
KAHALUI, MAUI, HAWAII

FIGURE 10

Concept Master Plan	CHRIS HART & PARTNERS
Sugar Museum	

ALAN M. ARAKAWA
Mayor

WILLIAM R. SPENCE
Director

MICHELE CHOUTEAU McLEAN
Deputy Director



COUNTY OF MAUI
DEPARTMENT OF PLANNING

April 23, 2014

Ms. Roslyn Lightfoot, Museum Director
Alexander & Baldwin Sugar Museum
3957 Hansen Road
P.O. Box 125
Puunene, Hawaii 96784

Dear Ms. Lightfoot:

**SUBJECT: APPROVAL OF REQUEST FOR TIME EXTENSION OF AN EXISTING
CONDITIONAL PERMIT (CP) FOR THE ALEXANDER & BALDWIN
SUGAR MUSEUM, LOCATED AT 3957 HANSEN ROAD,
PUUNENE, ISLAND OF MAUI, HAWAII; TMK: (2) 3-8-006:004 (POR.)
(CP 1989/0002)**

Please be advised that the Department of Planning (Department) is in receipt of the application for a time extension of the CP referenced above. Ordinance No. 3827 allows the Planning Director (Director) to approve time extensions of a CP, provided the following criteria are met:

1. The permit holder is in compliance with the conditions of approval;
2. The permitted use has not been substantially changed and new uses have not been added that may result in significant impacts above what would result from the approved CP;
3. Agencies have not identified new matters of concern that require mitigation; and
4. No protests are received from the owners and lessees of record located within 500 feet of the parcel on which the CP use is located.

The Department has determined that all the above criteria have been met.

Pursuant to the aforementioned, a time extension of the CP (CP 1989/0002) is hereby granted subject to the following conditions:

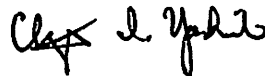
1. That full compliance with all applicable governmental requirements shall be rendered.
2. That the CP shall be valid until **January 30, 2024**, provided that, an extension of this permit beyond this expiration date may be granted pursuant to Section 19.40.090 of the Maui County Code (MCC).

EXHIBIT "3"

3. That the CP shall be non-transferable unless the Council approves transfer by ordinance.
4. That Alexander & Baldwin Sugar Museum, its successors and permitted assigns shall exercise reasonable due care as to third parties with respect to all areas affected by subject CP and shall procure at its own cost and expense, and shall maintain during the entire period of this CP, a policy or policies of comprehensive liability insurance in the minimum amount of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) naming the County of Maui as an additional [named] insured, insuring and defending Alexander & Baldwin Sugar Museum and County of Maui against any and all claims or demands for property damage, personal injury, and/or death arising out of this permit, including but not limited to: (1) claims from any accident in connection with the permitted use, or occasioned by any act or nuisance made or suffered in connection with the permitted use, or occasioned by any act or nuisance made or suffered in connection with the permitted use in the exercise by Alexander & Baldwin Sugar Museum of said rights; and (2) all actions, suits, damages, and claims by whomsoever brought or made by reason of the non-observance or non-performance of any of the terms and conditions of this permit. The CP shall not be effective until Alexander & Baldwin Sugar Museum transmits proof of insurance to the Department. A copy of the Certificate of Insurance naming County of Maui as an additional named insured shall be submitted to the Department within ninety (90) calendar days from the date of transmittal of the ordinance, and each year thereafter.

Thank you for your cooperation. If additional clarification is required, please contact Staff Planner Livit Callentine at livit.callentine@mauicounty.gov or at (808) 270-5537.

Sincerely,



CLAYTON I. YOSHIDA, AICP
Planning Program Administrator

for WILLIAM SPENCE
Planning Director

xc: John S. Rapacz, Planning Program Administrator (PDF)
Livit U. Callentine, AICP, Staff Planner (PDF)
Gerald Azbill, Plans Examiner (PDF)
County Clerk's Office
Development Services Administration
John Min, Consultant
Project File
General File

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BEFORE THE MAUI PLANNING COMMISSION

COUNTY OF MAUI

STATE OF HAWAII

In the Matter of the Application of

**DOUGLAS SHEEHAN, PRESIDENT
ALEXANDER & BALDWIN (A&B) SUGAR
MUSEUM BOARD OF DIRECTORS**

To amend a Conditional Permit in order to expand the A&B Sugar Museum land area and facilities, including expansion of exhibition areas, outdoor display and gardens, additional parking, upgraded circulation, and museum-related events on approximately 4.166 acres in the R-1 Residential District at 3957 Hansen Road, at Maui Tax Map Key: (2) 3-8-006:004 (por.), Puunene, Island of Maui, Hawaii

DOCKET NOS. CP 1989/0002

**Douglas Sheehan
Alexander & Baldwin Sugar Museum
(L. Callentine)**

**MAUI COUNTY PLANNING DEPARTMENT'S REPORT AND RECOMMENDATION
TO THE MAUI PLANNING COMMISSION
DECEMBER 10, 2019 MEETING**

**DEPARTMENT OF PLANNING
COUNTY OF MAUI
2200 MAIN STREET, SUITE 315
WAILUKU, MAUI, HI. 96793**

(Conditional Permit)

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EXHIBIT "4"

BEFORE THE MAUI PLANNING COMMISSION

COUNTY OF MAUI

STATE OF HAWAII

In the Matter of the Application of

DOUGLAS SHEEHAN, PRESIDENT
ALEXANDER & BALDWIN (A&B) SUGAR
MUSEUM BOARD OF DIRECTORS

To amend a Conditional Permit in order to expand the A&B Sugar Museum land area and facilities, including expansion of exhibition areas, outdoor display and gardens, additional parking, upgraded circulation, and museum-related events on approximately 4.166 acres in the R-1 Residential District at 3957 Hansen Road, at Maui Tax Map Key: (2) 3-8-006:004 (por.), Puunene, Island of Maui, Hawaii

DOCKET NOS. CP 1989/0002

Douglas Sheehan, President
Alexander & Baldwin Sugar Museum
(L. Callentine)

DESCRIPTION OF THE PROJECT

The Alexander & Baldwin Sugar Museum was established in 1980 with a grant from Alexander & Baldwin, Inc. (A&B) as a memorial to early sugar pioneers Samuel T. Alexander and Henry Perrine Baldwin, founders of A&B. The museum was developed on a 1.773-acre portion of Tax Map Key (TMK) (2) 3-8-006:004. (See Location Map, Exhibit 1)

The museum is housed in a renovated historic building that dates back to 1902 and is one of the few remaining structures that were part of Puunene town. The museum is a historical and cultural repository for artifacts, photos, and documents that tell the story of the sugar industry on Maui. Other structures on the site include the former Museum Director's residence, a garage, and a shed. See Photographic Reference Map, Exhibit 2, and Property Photographs, Exhibit 3.

The underlying zoning designation of the museum area is "R-1, Residential". As such, a Conditional Permit (CP) was obtained in 1989 for a period of three (3) years for the operation of the museum (Ordinance No. 3201). The museum has been granted subsequent CP time extensions in 1992, 1994, 1999, and 2004. Most recently, the museum was granted a 10-year time extension in 2014.

According to the Applicant, in 2017 the Sugar Museum received a thirty-year lease from A&B, terminating in 2047, for an additional 2.393 acres of land within Parcel 4 which are currently vacant and undeveloped. With this addition, the total acreage of the museum grounds is 4.166 acres. Following this, the museum underwent a master planning process to envision use of the expanded area. (See Expansion Area Map, Exhibit 4)

The final 2018 master plan entails the development of a multi-purpose building which would house a meeting room, restroom, and additional exhibition space for components of the Sugar Cane Train, which was envisioned as part of the original CP, outdoor display and garden areas, additional vehicle and bus parking, upgraded circulation throughout the exhibition areas, use of the former director's residence for meeting and community space, and use of a portion of the newly acquired vacant lands for museum-sponsored events. It is noted that although specifics relative to the proposed special events have not been determined, the Applicant anticipates that events may include sugar and plantation-themed festivals which highlight the culture and lifestyle at the various plantation camps as per the museum's mission. Additionally, other cultural groups may request use of the special events area for their respective culturally-themed events. It is anticipated that approximately six events per year would be held at the Sugar Museum site. Crowd size for these events will vary, but is anticipated to average approximately 200 attendees. (See Conceptual Master Plan, Exhibit 5, and Museum Master Plan April 2018, Exhibit 6)

The Sugar Museum would also like to have the option of hosting all-day plantation themed events, similar to the Plantation Days Festival held during the 2003-2008 timeframe. The Plantation Days Festival attracted approximately 2,000 people over the course of the day. If this type of event is reinstated, coordination will be undertaken with neighboring properties to arrange for temporary event parking.

In 2019, subsequent to the completion of the master plan, the Sugar Museum received a grant to establish a display for a steam engine used as part of the historic sugar plantation operations. The steam engine is proposed to be housed in an approximately 20-ft. by 30-ft. shed, and will be located within the 1.773-acre area currently covered by the existing Conditional Permit. In addition, the grant provides for the implementation of new landscaping in the area designated as the Heritage Garden.

Although the master plan envisions additional exhibition space, it is not anticipated to significantly increase daily visitor counts to the museum. Rather, the additional exhibition areas are intended to enhance the experience for existing visitors. Currently, the average daily visitor count is approximately 90 visitors. Further, although the event space is envisioned to be used for museum sponsored events which would likely take place during museum business hours, as appropriate, coordination will be undertaken with neighboring properties to enable the provision of temporary event parking. As such, adverse impacts related to ingress and egress or parking relative to special events are not anticipated. In consideration of the foregoing information, implementation of the master plan on the expanded museum area is not anticipated to yield additional infrastructural demands, nor will it require provision of additional public services such as police, fire, or emergency medical response services.

The foregoing improvements are in keeping with the purpose and intent of the Sugar Museum's Conditional Permit, and the mission of the museum.

BACKGROUND INFORMATION

1. On September 19, 1989, the Commission recommended approval of the Conditional Permit to the Maui County Council (Council). See Director's Report and Recommendation, **Exhibit 7**.
2. Effective January 4, 1991, the Council approved Ordinance No. 1986, Bill No. 121(1990) granting a Conditional Permit to the A&B Sugar Museum with eight conditions. The CP was valid to January 4, 1993. (**Exhibit 8**)
3. Effective April 20, 1992, the Council enacted Ordinance No. 2101, Bill No. 25 (1992), amending the original permit to delete two of the original conditions, leaving six conditions. The original conditions deleted were No. 1, relating to the provision of a road widening lot with necessary improvements, and No. 4, relating to the requirement to subdivide the subject area licensed to the museum. The ordinance also amended Condition No. 3 and identified January 4, 1994 as the expiration date of the ordinance. (**Exhibit 9**)
4. Effective September 27, 1994, the Council adopted Ordinance No. 2360, Bill No. 69 (1994) and amended Conditions No. 3 and No. 5. Condition No. 3 was amended to validate the permit to January 4, 1999. Condition No 5, relating to the "hold harmless" clause, was a housekeeping measure. No Conditions were deleted. (**Exhibit 10**)
5. Effective September 7, 1999, the Council enacted Ordinance No. 2800, Bill No. 54 (1999) with four standard conditions relating to (1) compliance to all applicable governmental requirements; (2) expiration of the permit to January 31, 2004; (3) nontransferability clause; and, (4) a hold harmless agreement and provision for liability insurance. Condition No. 1 relating to roadway improvements was deleted; the original Condition No. 3 became Condition No. 2, and the expiration of the permit was changed to January 31, 2004. The condition relating to eleven paved parking spaces was removed since the parking lot was completed according to Chapter 19.35, Maui County Code. The "hold harmless" clause was changed to the current standard language requiring the Applicant to provide liability insurance. (**Exhibit 11**)
6. On January 27, 2004, the Commission recommended granting a ten-year time extension of the Conditional Permit. See Minutes of the Maui Planning Commission, **Exhibit 12**.
7. Effective September 3, 2004, the Council enacted Ordinance No. 3201, Bill No. 49 (2004) with four standard conditions as provided in Ordinance No. 2800, except that Conditions 2-4 were amended as housekeeping measures. The CP was valid to January 4, January 30, 2014 (**Exhibit 13**)
8. On April 23, 2014, the Director of Planning approved a time extension of the CP until January 30, 2024. (**Exhibit 14**)

DESCRIPTION OF THE PROPERTY

1. The project is located at 3957 Hansen Road, across from the former Puunene sugar mill and on the corner of Hansen Road and Puunene Avenue. The museum is leasing 4.166 acres of a 237-acre parcel owned by A&B. The leased area is level with an approximately 2,700 square foot building housing the Sugar Museum, a paved and landscaped parking lot comprising approximately a third of an acre and a residence.

2. Land Use Designations --

State Land Use District --	Urban
Maui Island Plan --	Urban, Outside Protected Areas
Paia-Haiku Community Plan --	Heavy Industrial
County Zoning --	R-1 Residential
Other --	Flood Hazard Zone "X", Outside the SMA

3. Surrounding Uses --

North --	MEO Transportation, King's Cathedral, Puunene Shopping Center, Airport Access Road
East --	Maui Veterans Highway, former sugar cane fields
South --	Former Puunene sugar mill
West --	A&B lands, Central Maui Landfill, Kahului Airport, Pacific Ocean

APPLICABLE REGULATIONS

Conditional Permit

A conditional permit is reviewed pursuant to Title 19, Zoning, Chapter 19.40 Conditional Permits; MCC, 1980, as amended. The intent of the conditional permit is to provide the opportunity to consider establishing uses not specifically permitted within a given use zone where the proposed use is similar, related or compatible to those permitted uses and which has some special impact or uniqueness such that its effect on the surrounding environment cannot be determined in advance of the use being proposed for a particular location.

Upon finding that reasons justifying granting of a conditional permit exist, and that the proposed use would not be significantly detrimental to the public interest, convenience and welfare, and will be in harmony with the area in which it is to be located, issuance of a conditional permit may be recommended, subject to such terms and conditions and for such period of time as the facts may warrant.

Should the Commission determine that the permit requested is for a use which is substantially different from those uses permitted in the use zone, the Commission shall recommend denial of the request and may instruct the Applicant to seek a change in zoning should the facts warrant such an application.

Every conditional permit shall be conditioned upon the proposed development fully complying with all requirements of title 19 and other applicable governmental requirements.

PROCEDURAL MATTERS

1. On October 25, 2019, 46 days prior to the hearing, the Maui County Planning Department mailed a notice to the Applicant and appropriate state and county agencies notifying them of the scheduled public hearing.

2. On November 4, 2019, the Applicant mailed a letter of notification and location map to all owners and recorded lessees within 500 ft. of the subject property describing the Conditional Permit application, and notifying them of the scheduled hearing date, time and place

by either certified or registered mail receipt (return receipt requested for land use amendments). Copies of the letter, location map, list of owners and recorded lessees, certified and registered mail receipts and return receipts are on file in the Planning Department.

3. On November 8, 2019, a notice of hearing on the applications was published in the Maui News by the Maui County Planning Department.

4. The subject application does not involve an action that triggers compliance to Chapter 343, HRS, relating to Environmental Impact Statements.

REVIEWING AGENCIES

County Agencies:	Comment	Exhibit Number
Department of Public Works	No	--

Agency review was limited as it is anticipated that relevant agencies will comment on development plans under building, plumbing and electrical permit review. The subject amendment to an existing Conditional Permit is for continuation of an unpermitted use in the R-1 Residential District.

ANALYSIS

1. Zoning – The property is located in the County R-1 Residential District, regulated by Chapter 19.08, MCC. The museum is not a permitted use; neither is it a special use, thus a Conditional Permit is required. The additional land area will be used to expand museum uses permitted under the existing Conditional Permit, including a new Heritage Garden, and outdoor space for community events related to the plantation era. The museum will continue to provide educational programs about the sugar plantations, an undisputedly significant and influential period in Maui’s history.

With the effective closure of the sugar industry in 2016, preservation of its rich multicultural history for future generations is perceived by many to be an historical imperative. The Department supports the expansion and preservation efforts of the A&B Sugar Museum. Refer to testimony, provided in Exhibits 15-16.

In keeping with the existing Conditional Permit, and with the purpose of the museum as an historical and cultural repository for artifacts, photos, and documents that tell the story of the sugar industry on Maui, the Department is hesitant to endorse unlimited and unspecified events carried out by other groups which may request use of the special events area for their respective culturally-themed events, and the Department suggests that it would be more appropriate to limit events that may not directly support the stated mission of the museum. Accordingly, the Department recommends limiting those events that are not museum-sponsored sugar and plantation-themed festivals, but which otherwise highlight or celebrate Maui County’s culture and lifestyle.

2. Conditional Permit – A conditional permit is reviewed pursuant to Title 19, Zoning, Chapter 19.40 Conditional Permits; MCC, 1980, as amended.

Every conditional permit shall be conditioned upon the proposed development fully complying with all requirements of Title 19 and other applicable governmental requirements.

The Department finds that reasons justifying granting of the proposed amendment to the existing conditional permit exist, and that the proposed use would not be significantly detrimental to the public interest, convenience and welfare, and will be in harmony with the area in which it is to be located.

TESTIMONY

As of November 19, 2019, the Planning Department has received two letters in support of the project. See Exhibits 15-16.

ALTERNATIVES

1. Deferral. The Commission may defer action to another meeting date in order to obtain additional information that will assist in their deliberations on the request.
2. Recommend Approval with no Conditions. The Commission may take action to recommend to the Maui County Council approval of the Conditional Permit without imposing any conditions.
3. Recommend Approval with Conditions. The Commission may take action to recommend to the Maui County Council approval of the Conditional Permit with conditions.
4. Denial. The Commission may take action to recommend to the Maui County Council denial of the Conditional Permit.

CONCLUSIONS OF LAW

The application for amendments to an existing Conditional Permit complies with the applicable standards for conditional permits as found in Chapter 19.40, MCC.

RECOMMENDATION

The Maui County Planning Department recommends that the Maui Planning Commission recommend approval to Council, subject to the following conditions:

1. That full compliance with all applicable governmental requirements shall be rendered.
2. That the Conditional Permit shall be valid until January 30, 2029, provided that an extension of this permit beyond this expiration date may be granted pursuant to Section 19.40.090, Maui County Code.
3. That the Conditional Permit shall be nontransferable unless the Council approves a transfer by ordinance.
4. That Alexander & Baldwin Sugar Museum, its successors and permitted assigns shall exercise reasonable due care as to third parties with respect to all areas affected by subject Conditional Permit and shall procure at its own cost and expense, and shall

maintain during the entire period of this Conditional Permit, a policy or policies of comprehensive liability insurance in the minimum amount of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) naming the County of Maui as an additional insured, insuring and defending Alexander & Baldwin Sugar Museum and County of Maui against any and all claims or demands for property damage, personal injury, and/or death arising out of this permit, including but not limited to: (1) claims from any accident in connection with the permitted use, or occasioned by any act or nuisance made or suffered in connection with the permitted use, or occasioned by any act or nuisance made or suffered in connection with the permitted use in the exercise by Alexander & Baldwin Sugar Museum of said rights; and (2) all actions, suits, damages, and claims by whomsoever brought or made by reason of the non-observance or non-performance of any of the terms and conditions of this permit. The Conditional Permit shall not be effective until Alexander & Baldwin Sugar Museum transmits proof of insurance to the Department of Planning.

5. That the Applicant shall develop the property in substantial compliance with the representations made to the Maui County Council in obtaining the Conditional Permit. Failure to so develop the property may result in the revocation of the Conditional Permit pursuant to Section 19.40.080, Maui County Code.
6. That low level lighting shall be used on the buildings and within the landscaped areas, and parking lot lighting shall be fully shielded.
7. That no more than 18 outdoor events with more than 50 attendees may be held each calendar year. No more than six such events may highlight or celebrate aspects of Maui County's culture and heritage other than the sugar or plantation eras; all other events shall be museum-sponsored with sugar and plantation themes that highlight the culture and lifestyle of the plantation camps.

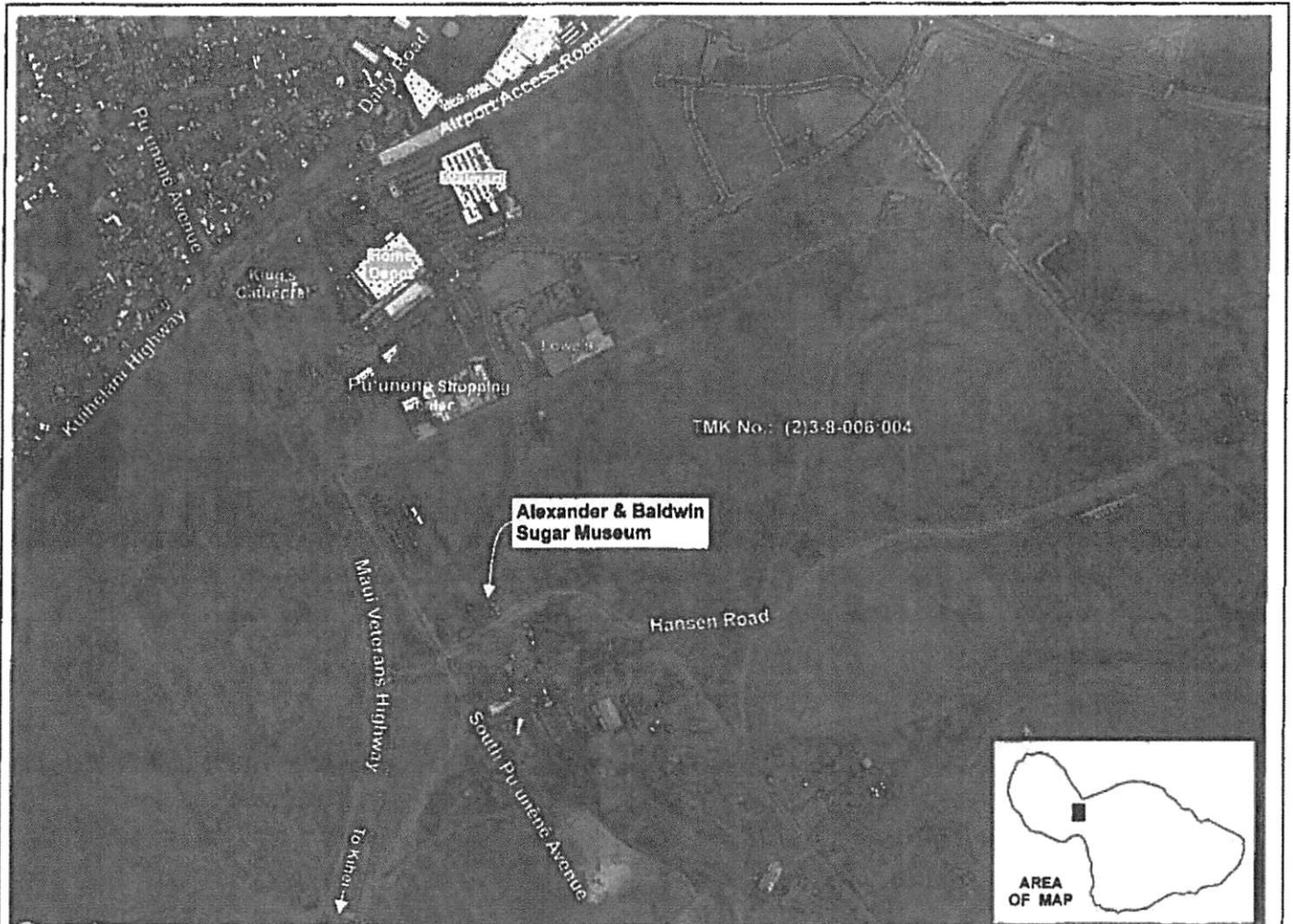
In consideration of the foregoing, the Department of Planning recommends the Maui Planning Commission approve the Land Use Commission Special Permit with conditions, and adopt the Planning Department's Report and Recommendation prepared for the December 10, 2019 meeting as the Findings of Fact, Conclusion of Law and Decision and Order, and authorize the Director of Planning to transmit said written Decision and Order on behalf of the Planning Commission.

APPROVED:

Replace "Land Use Commission Special" with "Conditional."



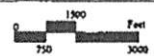
MICHELE MCLEAN, AICP
Planning Director



Source: Google Earth and County of Maui, Planning Department

Figure 1

Alexander & Baldwin Sugar Museum
Regional Location Map



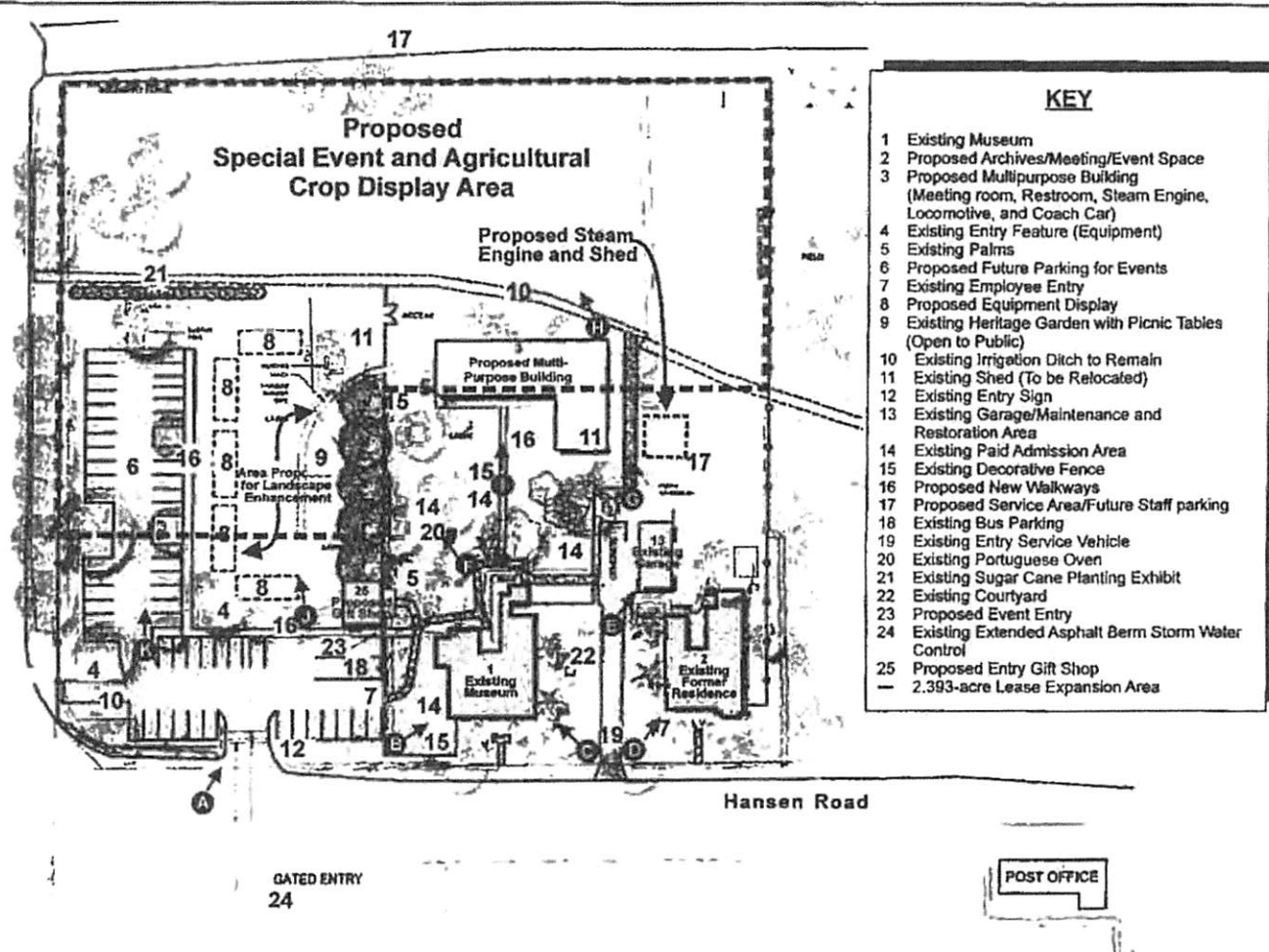
MUNEKIYO HIRAGA

Prepared for: Alexander & Baldwin Sugar Museum

Sugar Museum\WP_Export\WP_Application\Figure\Regional Location Map

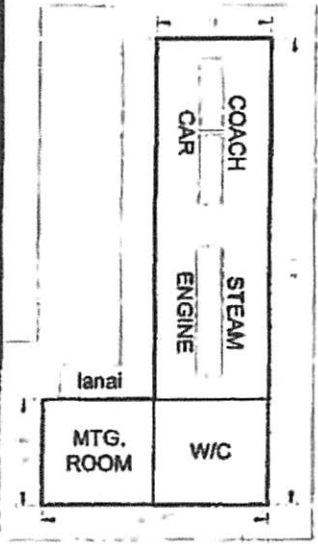
EXHIBIT 1

EXHIBIT 2



- KEY**
- 1 Existing Museum
 - 2 Proposed Archives/Meeting/Event Space
 - 3 Proposed Multipurpose Building (Meeting room, Restroom, Steam Engine, Locomotive, and Coach Car)
 - 4 Existing Entry Feature (Equipment)
 - 5 Existing Palms
 - 6 Proposed Future Parking for Events
 - 7 Existing Employee Entry
 - 8 Proposed Equipment Display
 - 9 Existing Heritage Garden with Picnic Tables (Open to Public)
 - 10 Existing Irrigation Ditch to Remain
 - 11 Existing Shed (To be Relocated)
 - 12 Existing Entry Sign
 - 13 Existing Garage/Maintenance and Restoration Area
 - 14 Existing Paid Admission Area
 - 15 Existing Decorative Fence
 - 16 Proposed New Walkways
 - 17 Proposed Service Area/Future Staff parking
 - 18 Existing Bus Parking
 - 19 Existing Entry Service Vehicle
 - 20 Existing Portuguese Oven
 - 21 Existing Sugar Cane Planting Exhibit
 - 22 Existing Courtyard
 - 23 Proposed Event Entry
 - 24 Existing Extended Asphalt Berm Storm Water Control
 - 25 Proposed Entry Gift Shop
 - 2.393-acre Lease Expansion Area

3 - Multi-Purpose Building Floor Plan



Source: Chris Hart & Partners

**Alexander & Baldwin Sugar Museum
Photo Reference Map**

NOT TO SCALE



Prepared for: Alexander & Baldwin Sugar Museum



Sugar Museum/EP/Expansion/Architectural/Photo Reference Map (REV)

PROPERTY PHOTOGRAPHS



Photo A: View of Museum Parking Lot Entrance from Hansen Road



Photo B: View of Museum Building Looking North



Photo C: View of Museum Building Looking West

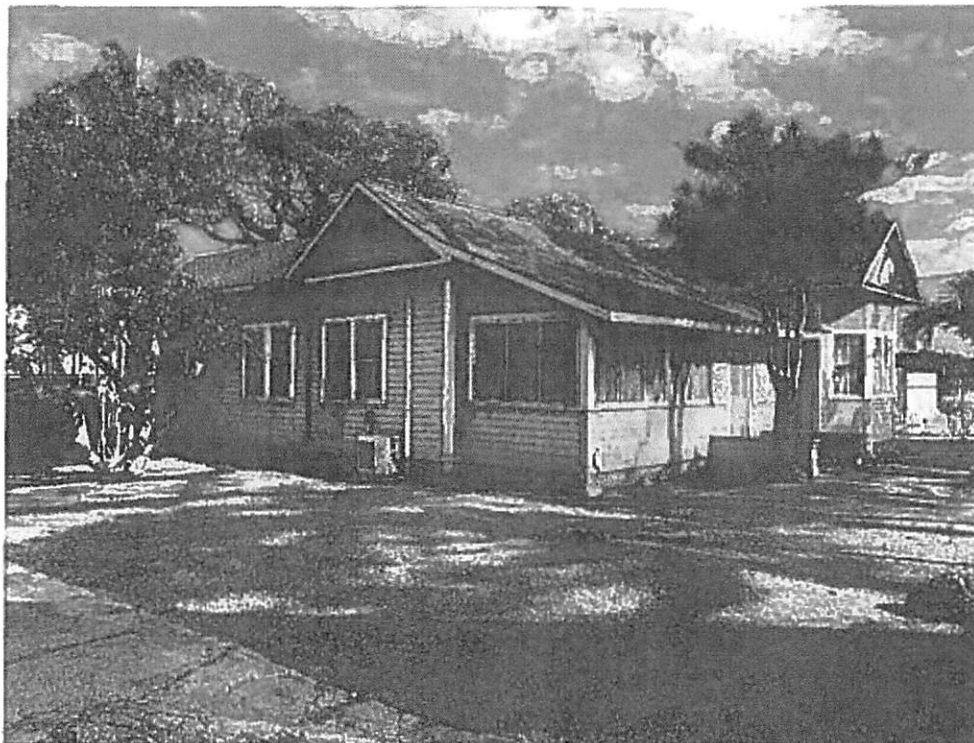


Photo D: View of Former Museum Director's Residence



Photo E: View of Garage and Maintenance Shed

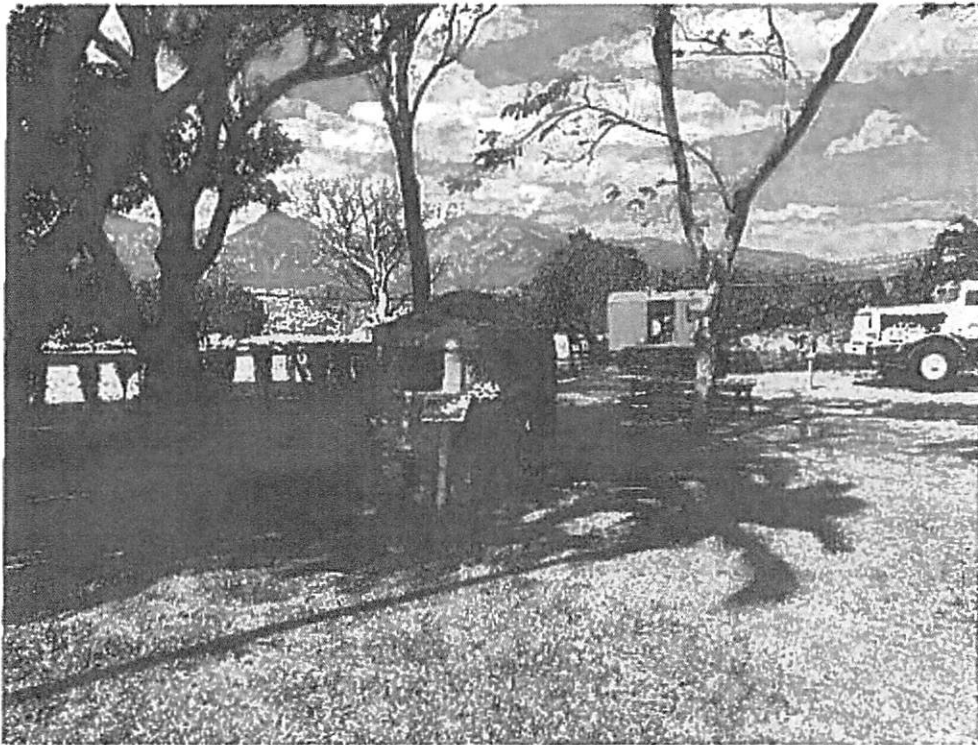


Photo F: View of Existing Outdoor Exhibition Area

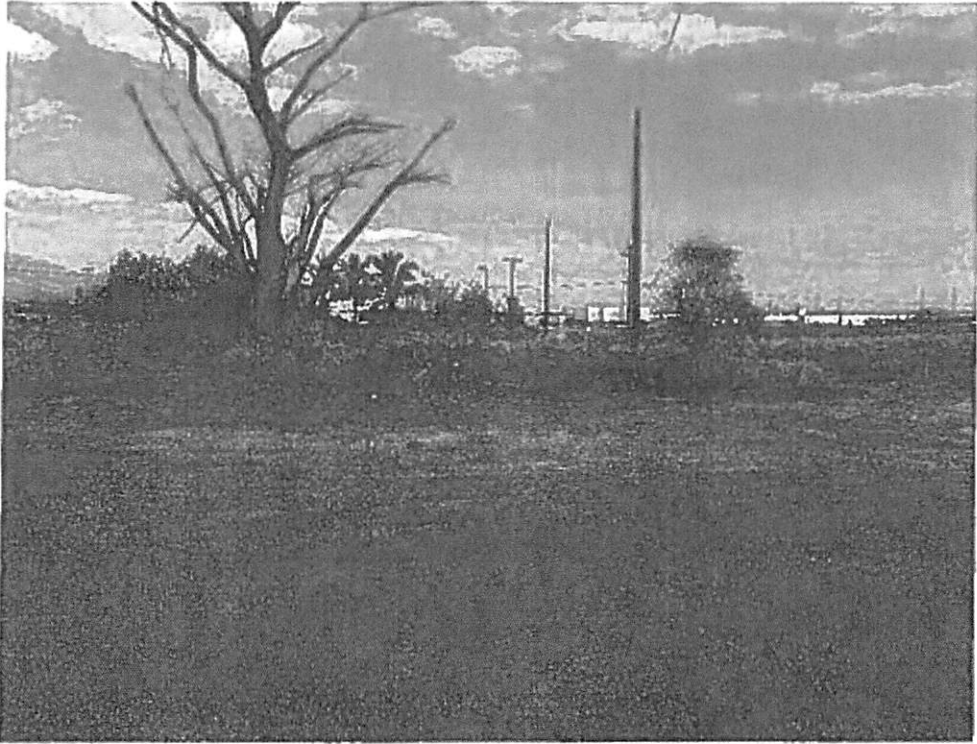


Photo G: View of Future Exhibition Building Area Looking Towards Special Event Area



Photo H: View of Special Event Area

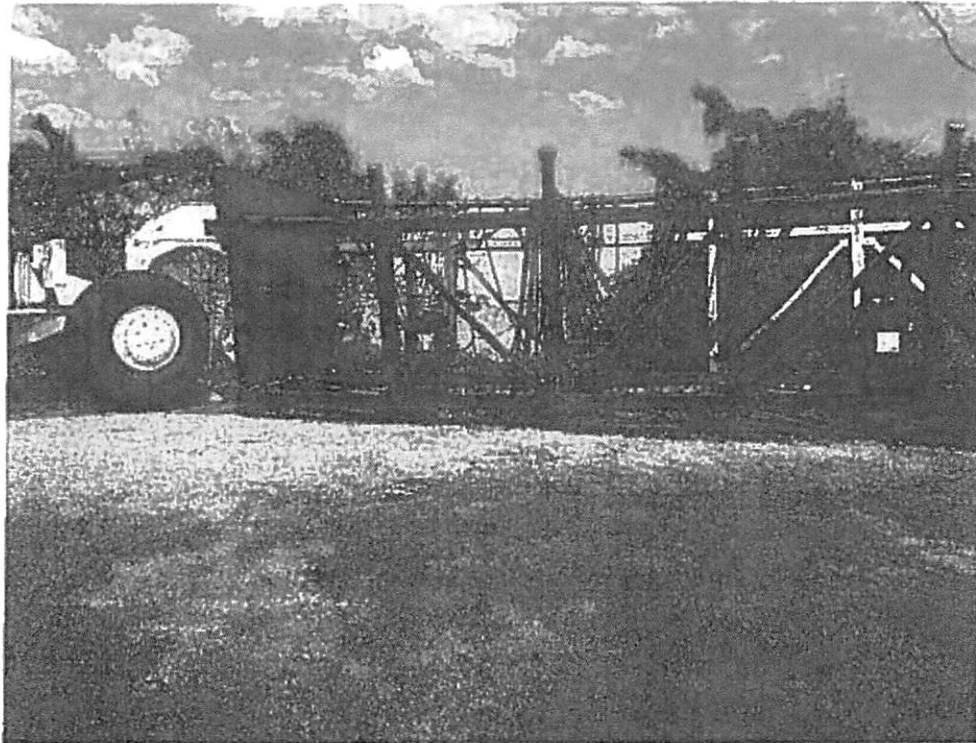


Photo I: View of Future Exhibition Building Area



Photo J: View of Future Outdoor Exhibition Area

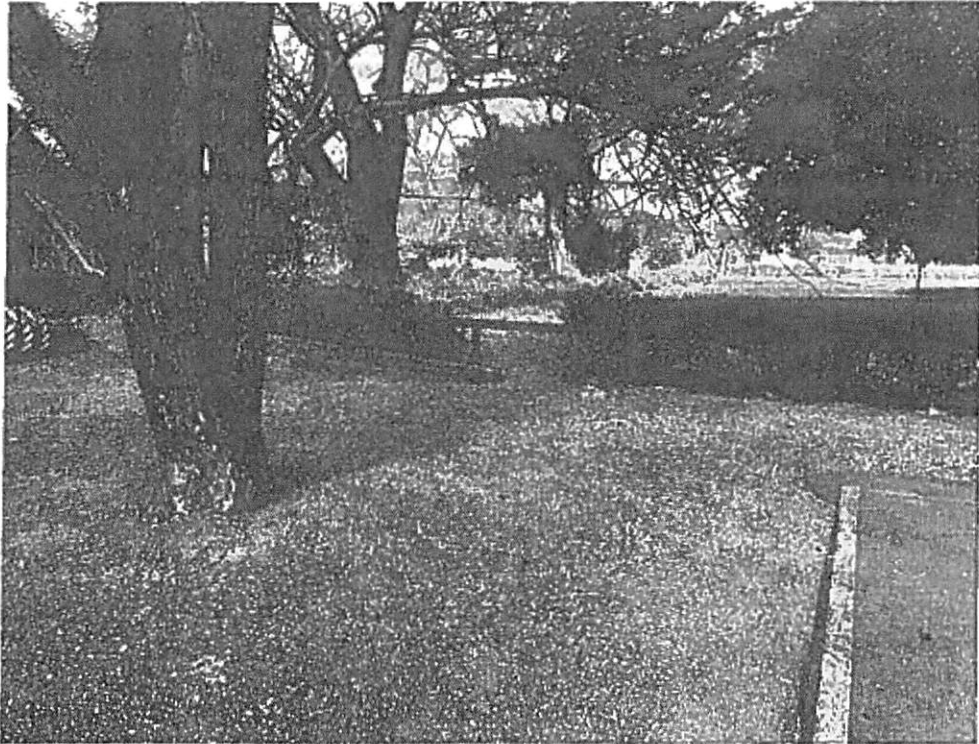
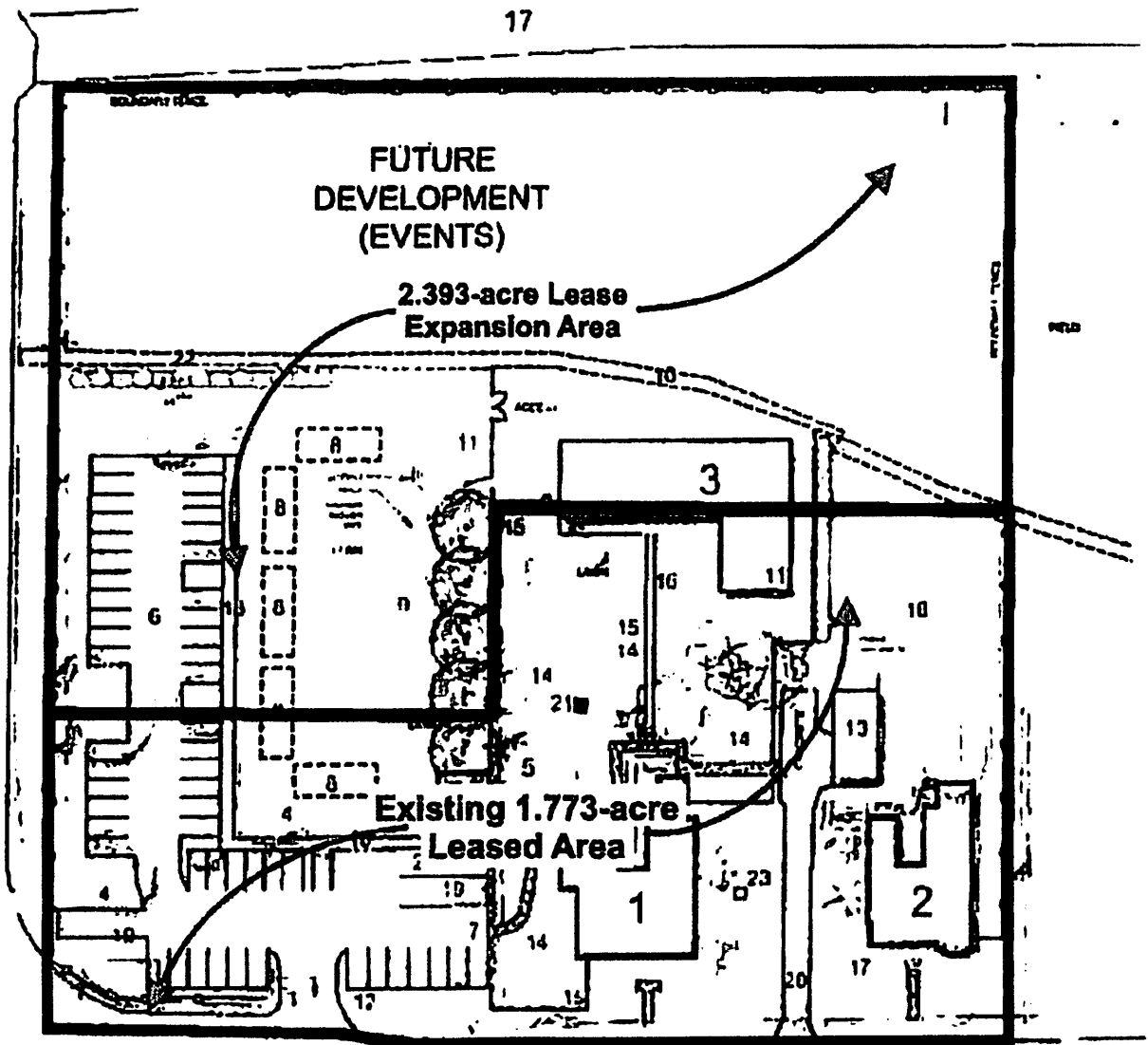


Photo K: View of Future Parking Area



Source: Chris Hart & Partners

**Figure 2 Alexander & Baldwin Sugar Museum
Lease Expansion Area**

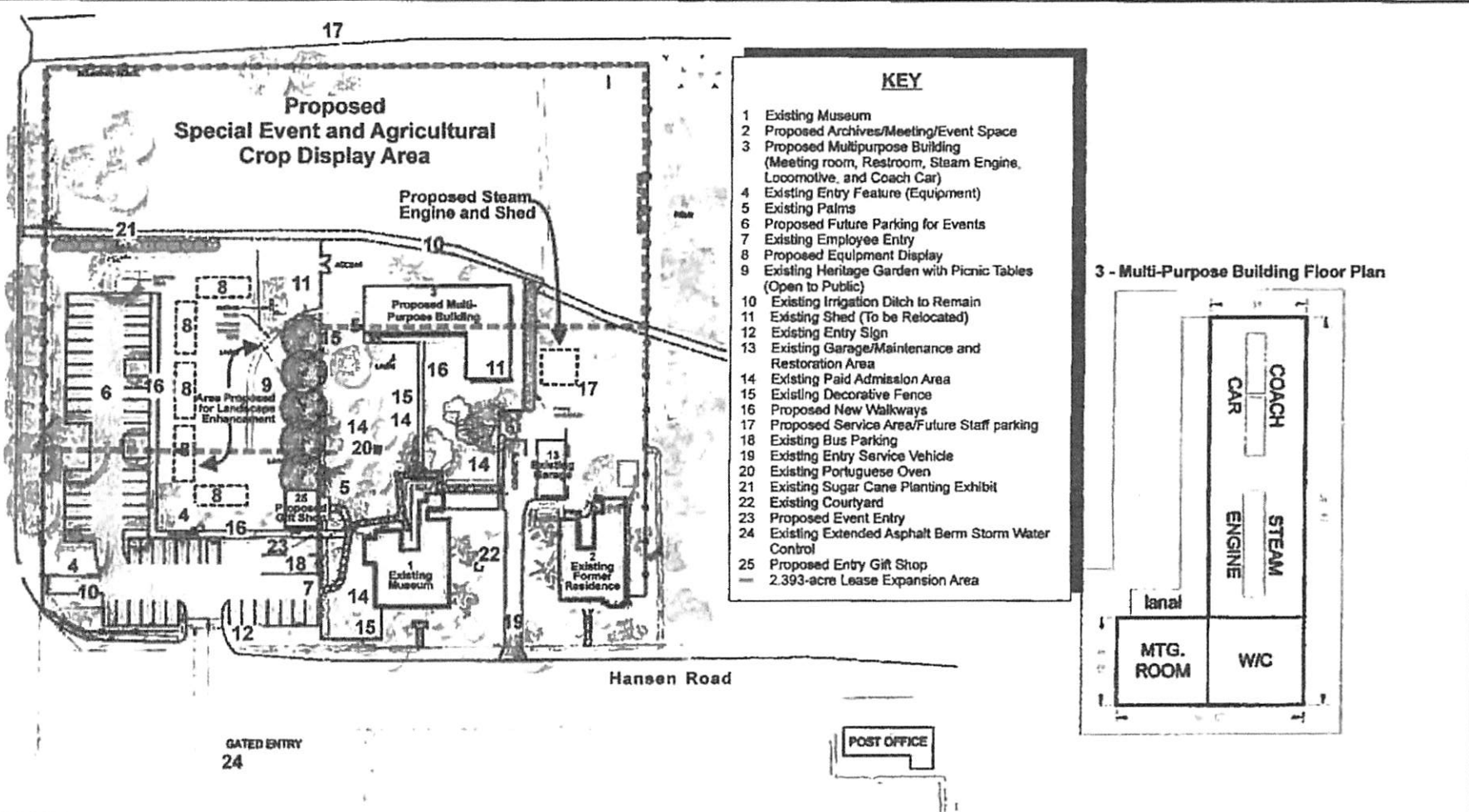
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Prepared for: Alexander & Baldwin Sugar Museum



EXHIBIT 4



Source: Chris Hart & Partners

Figure 3

Alexander & Baldwin Sugar Museum Conceptual Master Plan

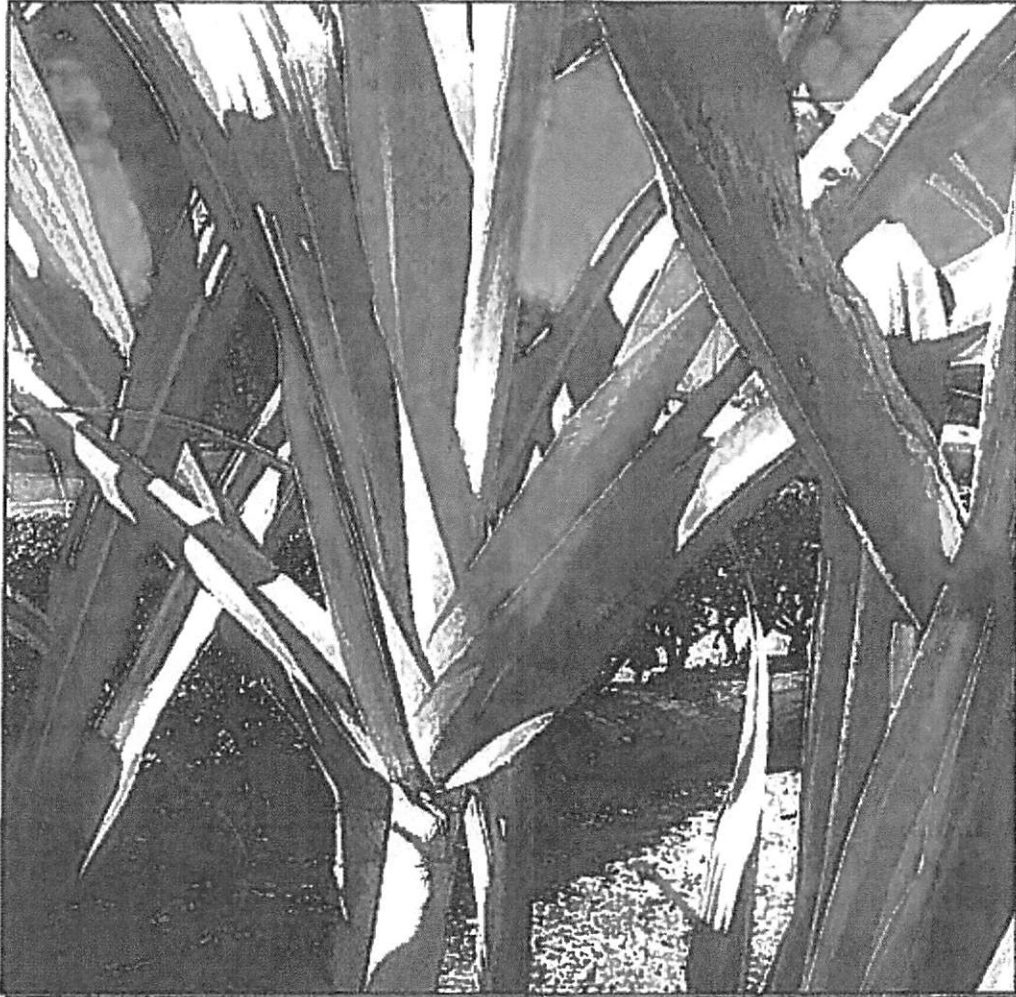
NOT TO SCALE



Prepared for: Alexander & Baldwin Sugar Museum

MUNEKIYO HIRAGA

*Alexander & Baldwin Sugar Museum
Master Plan*



Prepared By:
Chris Hart & Partners, Inc.
115N. Market Street
Wailuku, Maui, HI 96793

Prepared For:
Alexander & Baldwin Sugar Museum
3957 Hansen Road
Pu'unēnē, Maui, HI 96784



April 2018



Acknowledgements

Alexander & Baldwin Sugar Museum Board of Directors

Mr. Richard Cameron	Mr. Stephen H. Onaga
Ms. Meredith J. Ching	Mr. Ken S. Ota
Mr. John Hoxie, Jr.	Mr. Douglas A. Sheehan
Mr. William Kennison	Ms. Maryanna G. Shaw Stockholm
Mr. Roger MacArthur	Mr. Rick W. Volner, Jr.
Ms. Alyson Nakamura	Mr. A.D. "Puck" Waterhouse, Jr.
Mr. Howard K. Nakamura	Mr. Darren Strand

Ms. Roslyn Lightfoot
Museum Director



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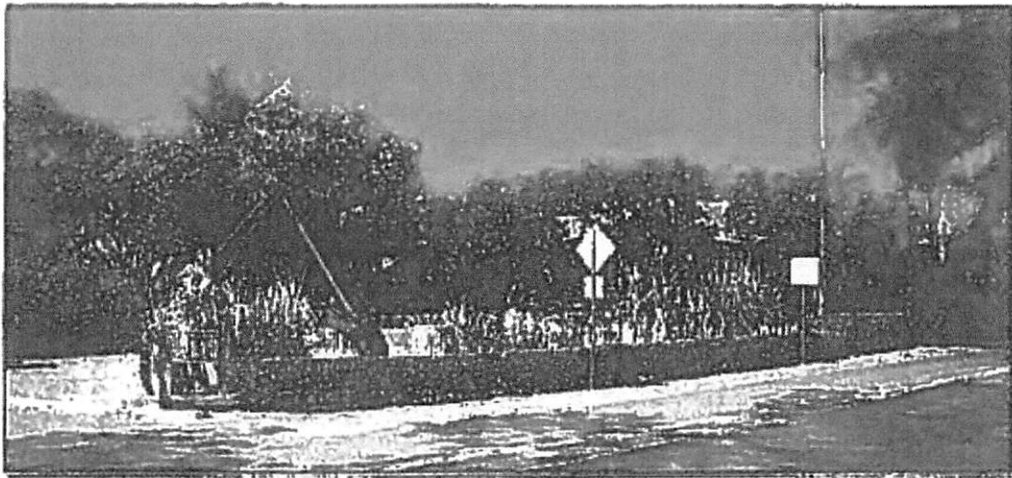
Figure No. 1	Regional Location Map
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Figure No. 8	Use Zone Map
Figure No. 9	Circulation and Parking Plan
Figure No. 10	Concept Master Plan



Part I: Introduction

Overview

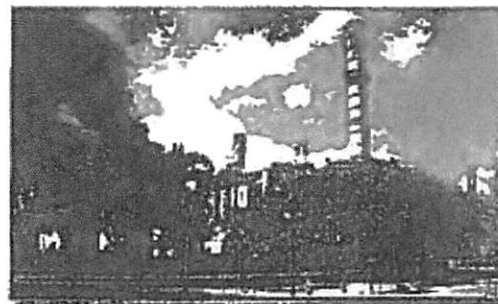
The Alexander & Baldwin Sugar Museum was established in 1980 with a grant from Alexander & Baldwin, Inc., as a memorial to early sugar pioneers Samuel T. Alexander and Henry Ferrine Baldwin, founders of the company. It was also a gift to the Maui community to mark the 1982 incorporation centennial of Hawaiian Commercial & Sugar Co. (HC&S).



Alexander & Baldwin Sugar Museum from Hansen Road

The Sugar Museum was established with a board of directors and officers as well as an advisory board comprised of individuals with relevant knowledge and interest in the project. The museum operates as an independent non-profit organization under subchapter 501 (c) 3.

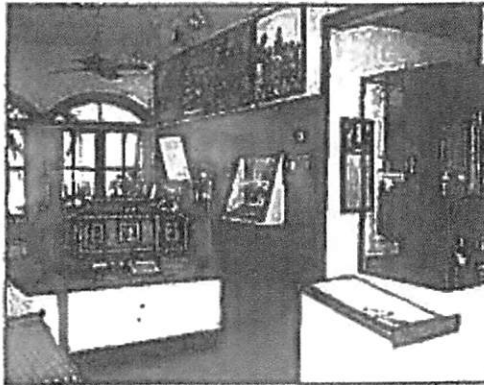
The Sugar Museum is located in Pu'unēnē. The museum is housed in a renovated historic building that dates back to 1902 and is one of the few remaining structures that were part of the once-thriving plantation town of Pu'unene.



HC&S Sugar Mill



The Sugar Museum is an historical and cultural repository for the artifacts, photos and documents that depict the history of sugar on Maui, telling the story of the sugar industry, plantation life, and the immigrants who came to Hawaii from around the world in response to the industry's labor needs.



Museum Plantation Room



Portuguese He Hana Girls, Lahaïna 1911

The Sugar Museum received a thirty-year lease from Alexander and Baldwin that includes an additional 2.43 acres of land located to the northwest and southwest of the existing museum grounds. With the large expansion of the museum grounds, the need for sound planning to address future use of the property was recognized. In August 2017, the museum contracted Chris Hart & partners, Inc., to develop a comprehensive master plan for the entire museum grounds.

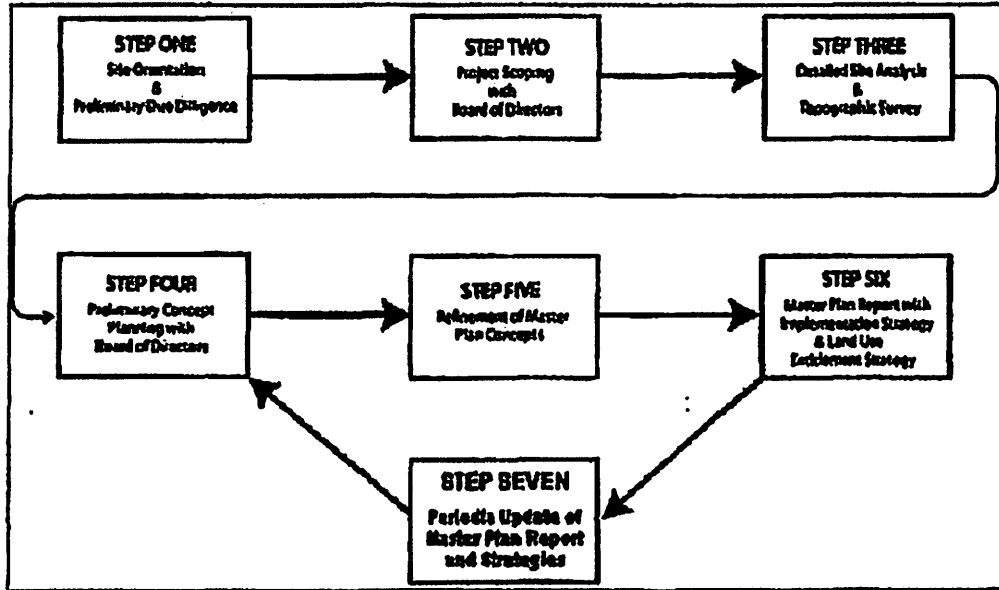
Master Planning Process

Chris Hart & Partner, Inc., worked closely with the Sugar Museum Board of Directors, chaired by Douglas A. Sheehan, in planning and design of future use of the museum grounds. The Board contributed valuable information regarding the museum's history, role in the community, and future vision.

The planning and design process was conducted in several steps. These steps included conducting site analysis and due diligence, stakeholder consultation, and conceptual planning and design.



Master Plan Process



Purpose of the Master Plan

The overall purpose of the Master Plan is to provide a vision, design renderings, and a strategy to guide future use of the museum grounds. The Master Plan is a functional tool which explores the opportunities and constraints of the property, facilitates stakeholder input and support, and provides the basis for logical and orderly implementation of tasks.

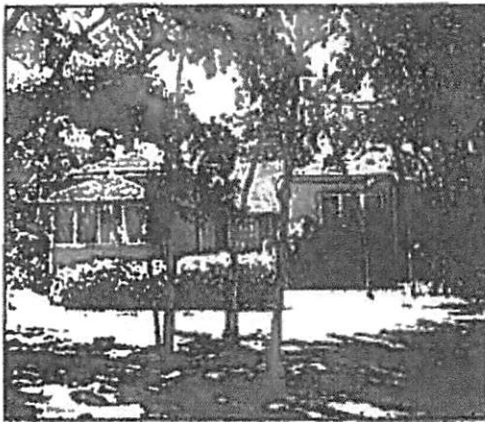


Part II: Site Description & Existing Conditions

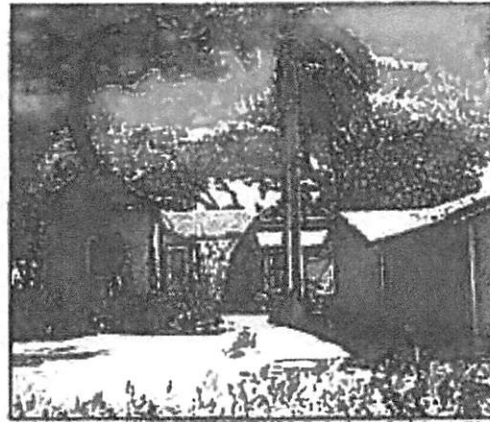
Site Description

The Alexander & Baldwin Sugar Museum is located at 3957 Hansen Road, Pu'unēnē, Maui, Hawaii. (See: Figure 1 *Regional Location Map* and Figure 2 *Areal Location Map*) The museum property is within the Wailuku-Kahului community plan area.

The Sugar Museum site is owned by Alexander & Baldwin and is identified as TMK: (2) 3-8-006:004 (POR.) (LOT 2-C-4-A). (See: Figure 3 *Tax Map Key*). The 4.22 acre site is a portion of a 385 acre parcel located at 3957 Hansen Road, Pu'unēnē, Maui, Hawaii. The existing Sugar Museum currently situates on 1.79 acres. Existing structures on the property include the museum, Director's residence, garage, and shed. (See: Figure 4 *Topographic Survey with Existing Buildings*) There are six rooms featured in the museum, displaying artifacts, photomurals, audiovisual presentations, authentic scale models, and outdoor exhibits of plantation equipment. Also on the existing museum grounds are visitor and employee parking, mature landscaping, and walkways.



Museum from rear



Director's residence and garage from rear

The remaining 2.43 acres are undeveloped and not currently utilized by the museum. The area is largely barren except for a row of monkey pod trees along the southwest property line and a few other trees dispersed throughout the site. An abandoned irrigation ditch runs through the property near its northwest edge.



Land Use Designations

The land use designations for the museum property are as follows:

State Land Use Designation:	Urban
County Zoning:	(R-1) Residential
Community Plan Designation:	(HI) Heavy Industrial

(See: Figure 5 State Land Use Classification Map, Figure 6 Maui County Zoning Map and Figure 7 Community Plan Map)

Museums are not a permitted use within the County Residential District; therefore the museum operates under a County Conditional Permit (Ordinance No. 3201) that expires in January 2014. The project site's land use designations are further discussed in *Part IV: Land Use Strategy*.



Undeveloped land looking west from existing Museum grounds



Existing Utilities & Infrastructure

This section briefly describes the project site's existing utilities and infrastructure and identifies potential constraints or challenges.

Roadways & Access

A&B Sugar Museum is accessed via two entrances from Hansen Road. The main entrance provides public access to the museum building and grounds. The second entrance, east of the main entrance, provides private access to the archival and meeting space facility. Hansen Road fronting the project site is a two-lane road lined with mature trees. Visibility of the main entrance is an issue that the concept master plan addresses.

Water & Fire Protection

Water for potable use and irrigation use is provided to the site through the County Water Department. A County fire hydrant is located on Hansen Road directly across the street from the museum.

Drainage

No detention basins currently exist on the subject property.

Wastewater Disposal

The project site is connected to the County wastewater system which conveys wastewater produced onsite to the Wailuku-Kahului Wastewater Reclamation Facility.

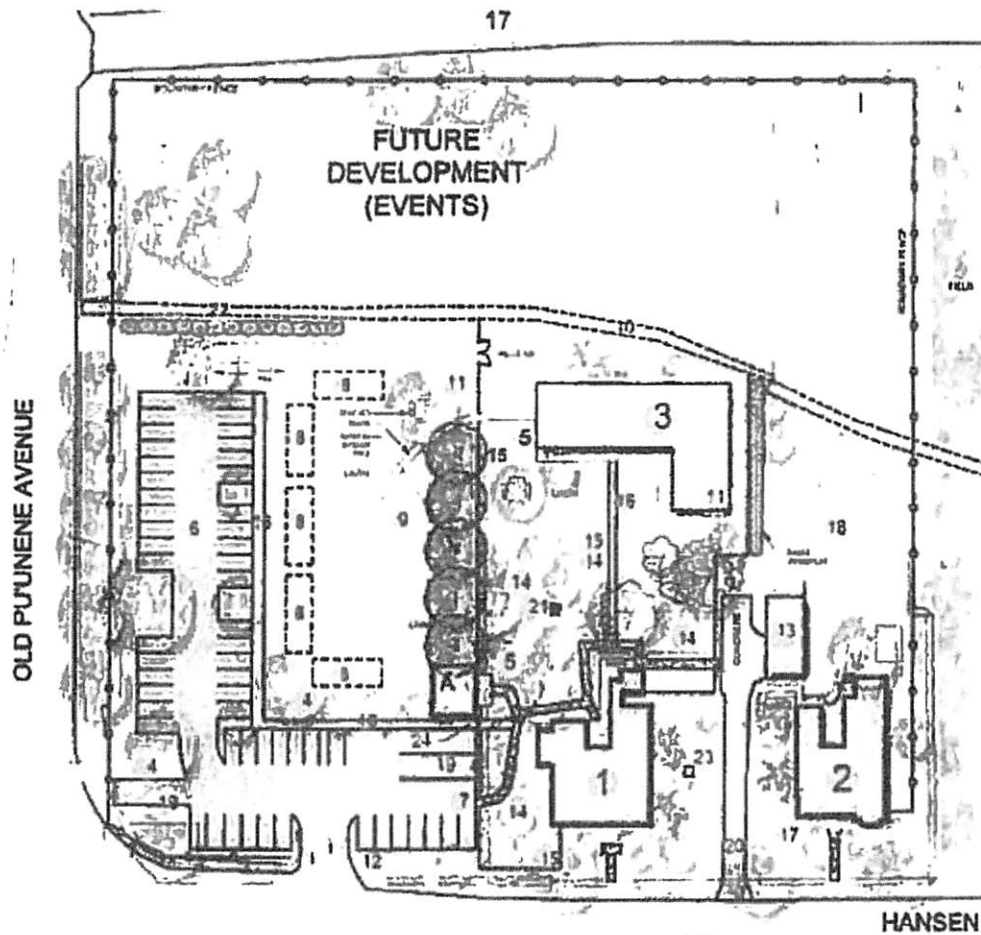
Electrical Power

Electrical power needs at the museum are served by power generated from Maui Electric Company.



Part III: Concept Master Plan

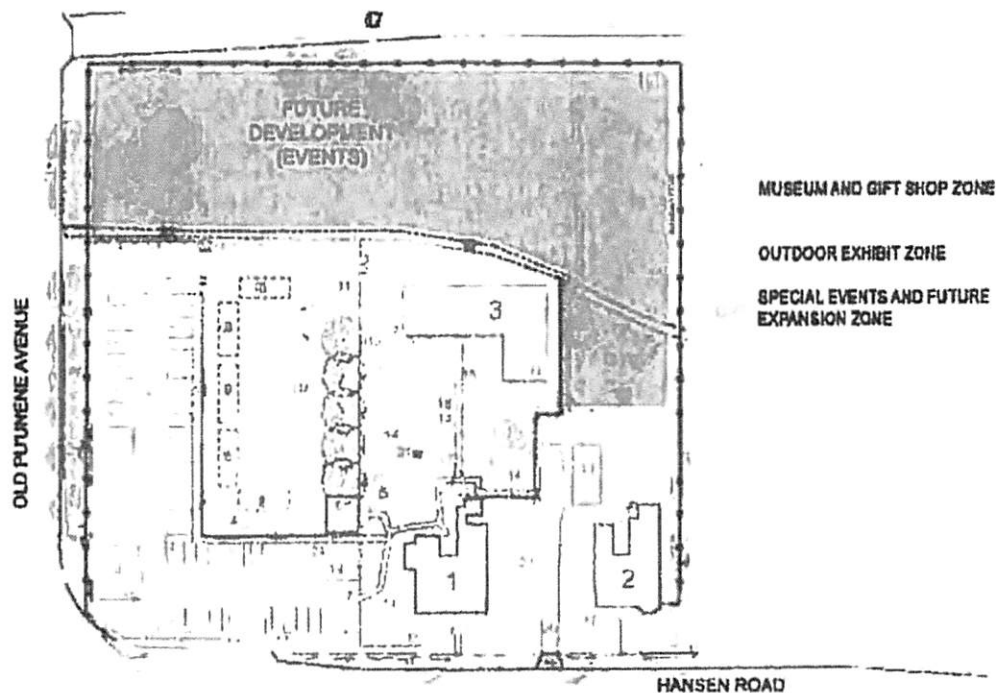
The original master plan (2009) was developed in two stages. The first stage was to define use zones which were suited for specific functions and activities. Vehicular and pedestrian circulation patterns and parking areas were then defined and overlaid on the established use zones. The updated master plan (2018) builds upon those assumptions, while refining and adapting the zones and circulation to meet the current needs of Museum.





Use Zones

The concept master plan is comprised of three use zones; Museum and Gift Shop Zone, Outdoor Exhibit Zone, and Special Events and Future Expansion Zone. (See: Figure 8 Use Zone Map)



Museum and Gift Shop Zone. The Museum and Gift Shop Zone represents the core of the museum grounds and is likely to be the most frequently visited use zone. The use zone includes the densest concentration of museum exhibits and activities, future Train Museum as well as the main museum entrance and parking area.

Outdoor Exhibit Zone. The Outdoor Exhibit Zone encompasses the museum's large scale exhibits. The exhibits are linked by a network of walking paths and existing large trees shade the outdoor area and create a welcoming environment for visitors enjoying the exhibits.

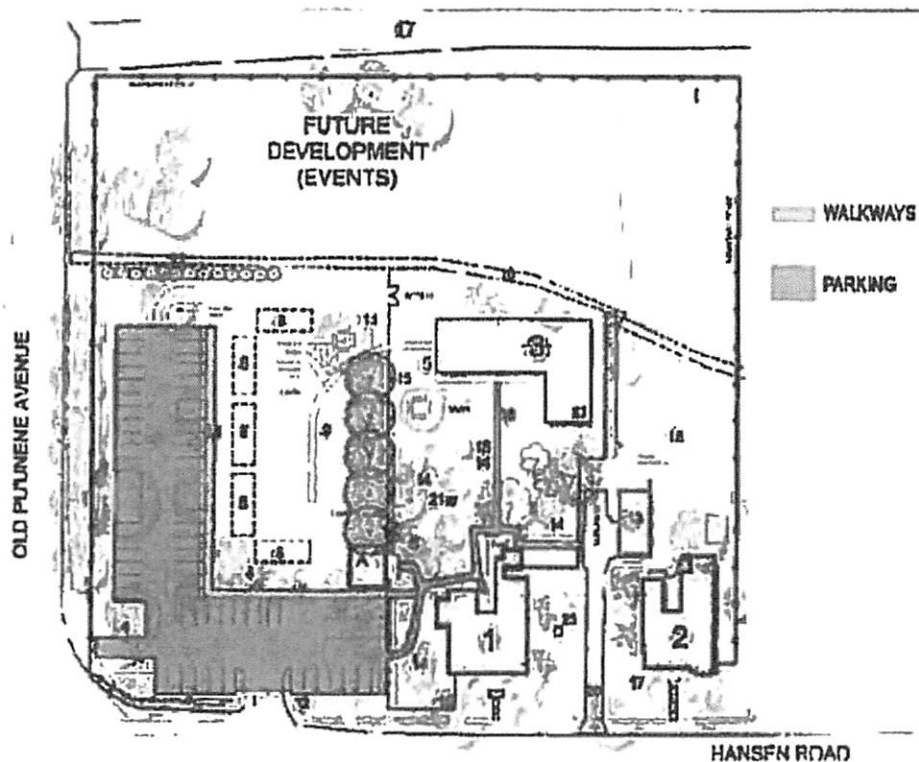


Alexander L. Baldwin Sugar Museum Master Plan

Special Events and Future Expansion Zone. The Special Events and Future Expansion Zone is currently undeveloped and encompasses the remainder of the museum grounds. The area provides opportunities for special functions and future museum growth.

Circulation & Parking

Circulation and parking on the museum grounds are designed to provide convenient access to and movement throughout all use zones. Pedestrian circulation is designed to guide visitors through the museum's exhibits in a logical progression and to enhance the overall visitor experience. Two parking lots service the museum including the improved existing main parking lot and a future parking lot. (See: Figure 9 *Circulation and Parking Plan*)



Final Concept Master Plan

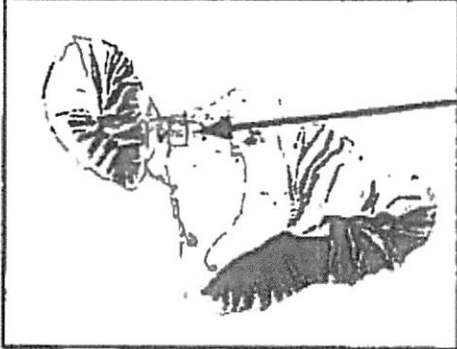
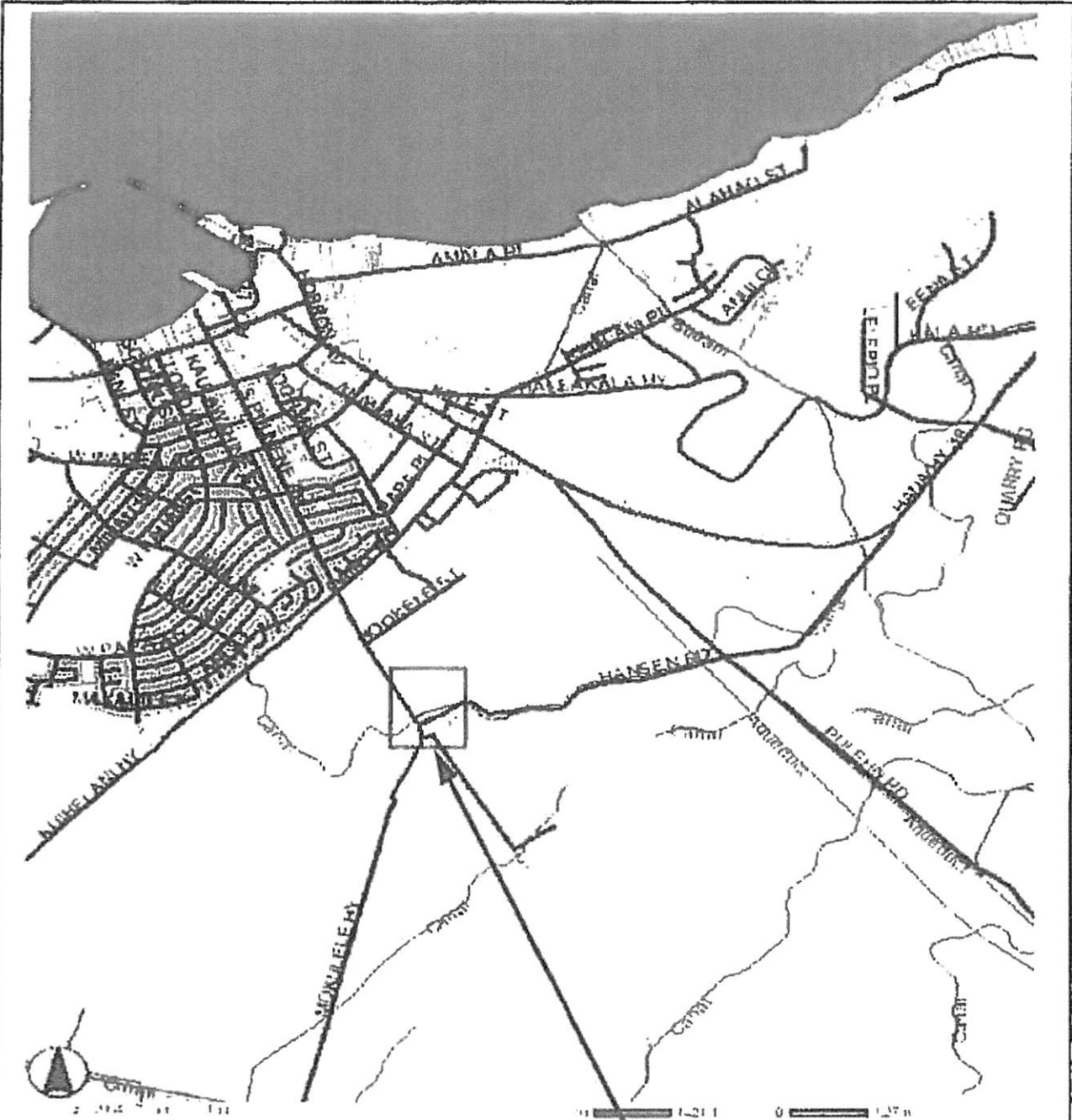
The A&B Sugar Museum Concept Master Plan illustrates the site design and special relationship of existing and proposed structures and uses on the museum grounds. (See: Figure 10 *Concept Master Plan*) Each structure, use area, or improvement is numerically identified on the Concept Master Plan.



Part IV: Land Use Strategy

As previously stated in *Part II: Site Description & Existing Conditions*, the museum property is zoned R-1 Residential, the Wailuku-Kahului Community Plan designation is Heavy Industrial and the museum currently operates under a County Conditional Permit (Ordinance No. 3201) that expires in January 2024.

Figures



Project Site

FIGURE 1



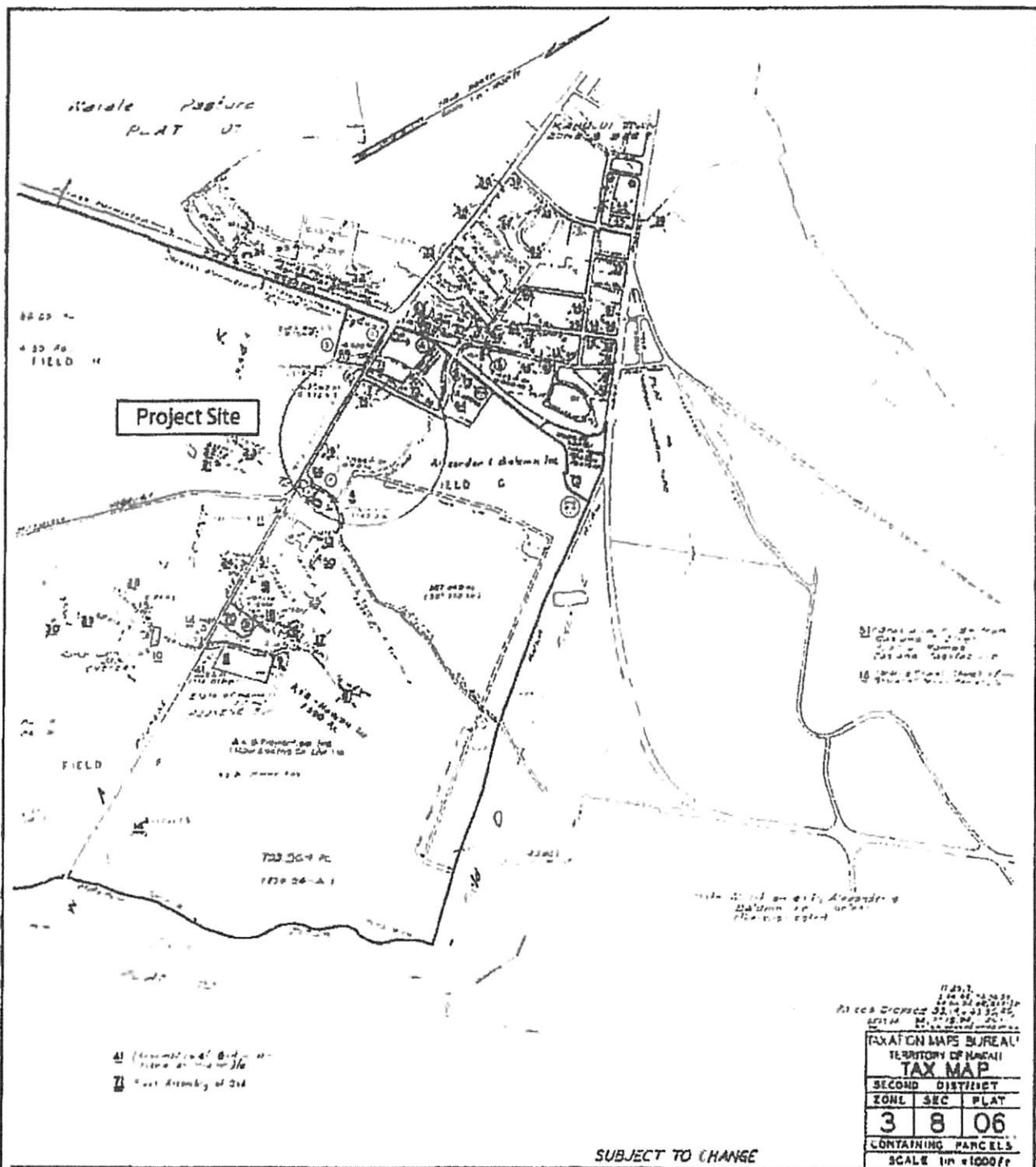
Regional Location	September 2008	
A&B Sugar Museum		




FIGURE 2

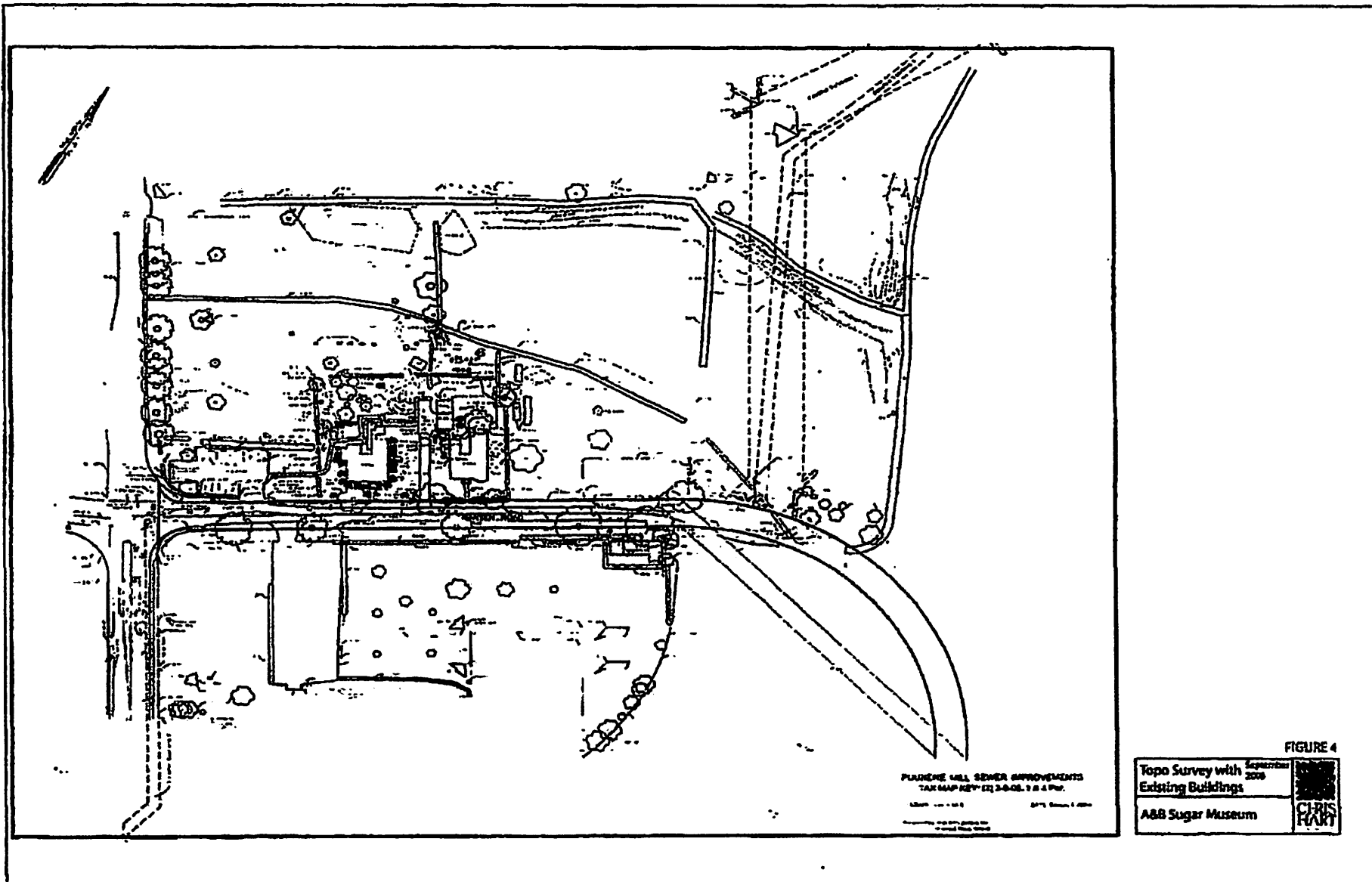
Aerial Location	September 2008	
A&B Sugar Museum		



SUBJECT TO CHANGE


FIGURE 3

<p>TMK Map TMK No. (2) 3-B-006:004 (par.)</p>	<p>September 2008</p>	 <p>CHRIS HART ARCHITECTS INC.</p>
<p>A&B Sugar Museum</p>		



PLAINFIELD MILL SEWER IMPROVEMENTS
 TAX MAP #27-121 3-8-08, 1 & 4 Pgs.
 Sheet 1 of 4
 2008
 Prepared by: [illegible] for [illegible]

FIGURE 4

Topo Survey with Existing Buildings	September 2008	
ABB Sugar Museum		

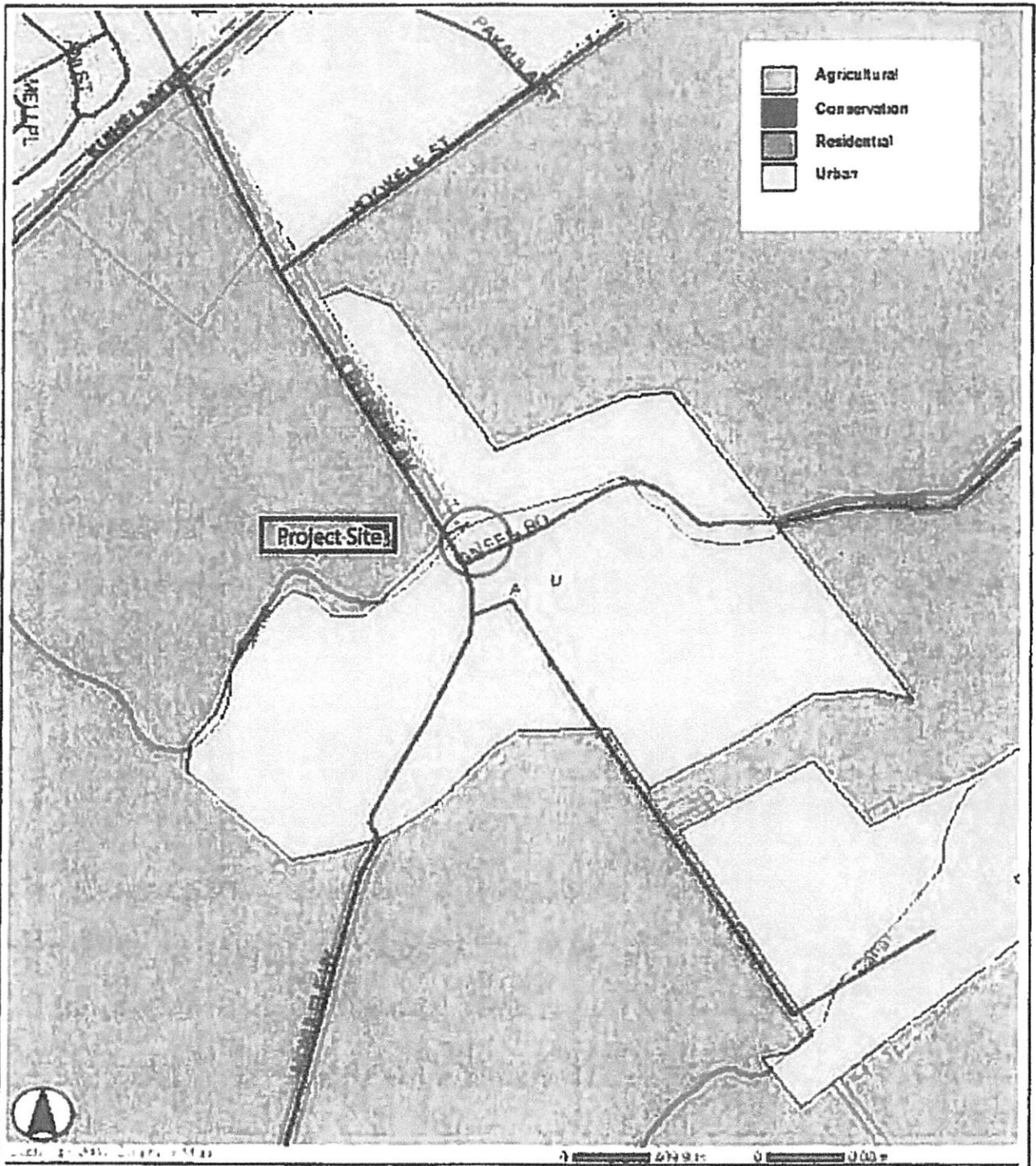


FIGURE 5

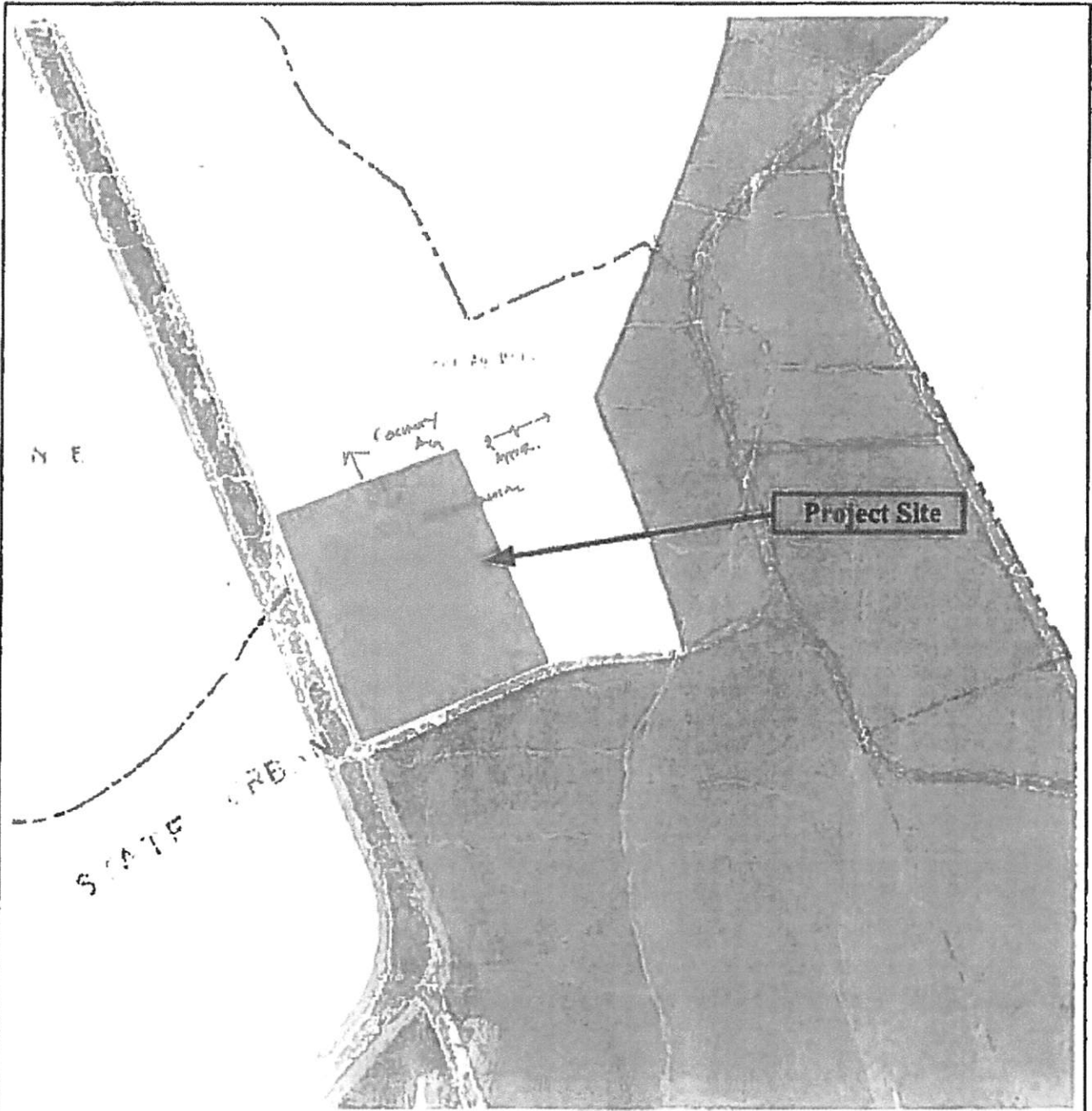
State Land Use Classification: Urban

State Land Use
Classification Map

September
2008



A&B Sugar Museum

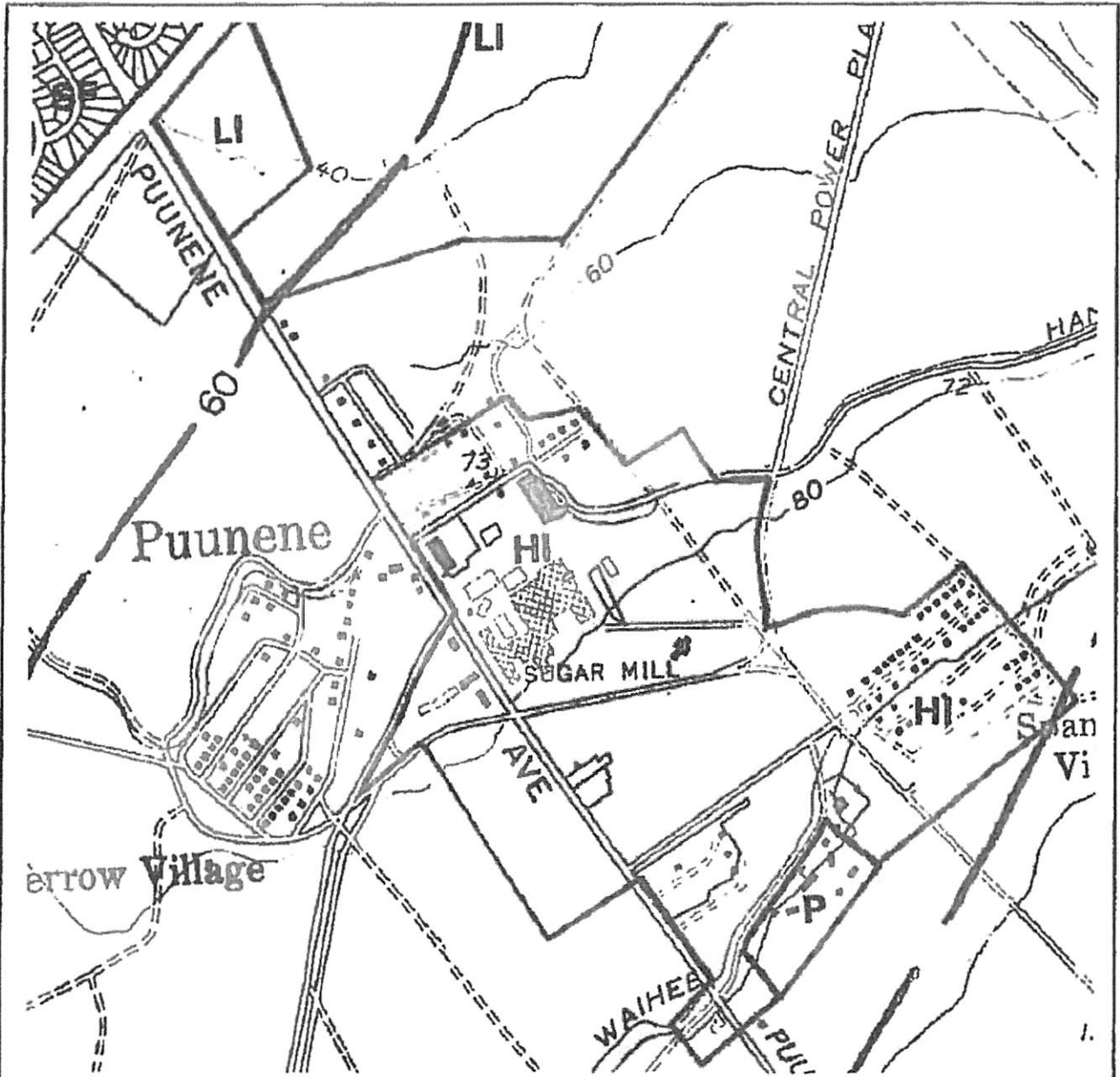




County Zoning: R-1 Residential


FIGURE 6

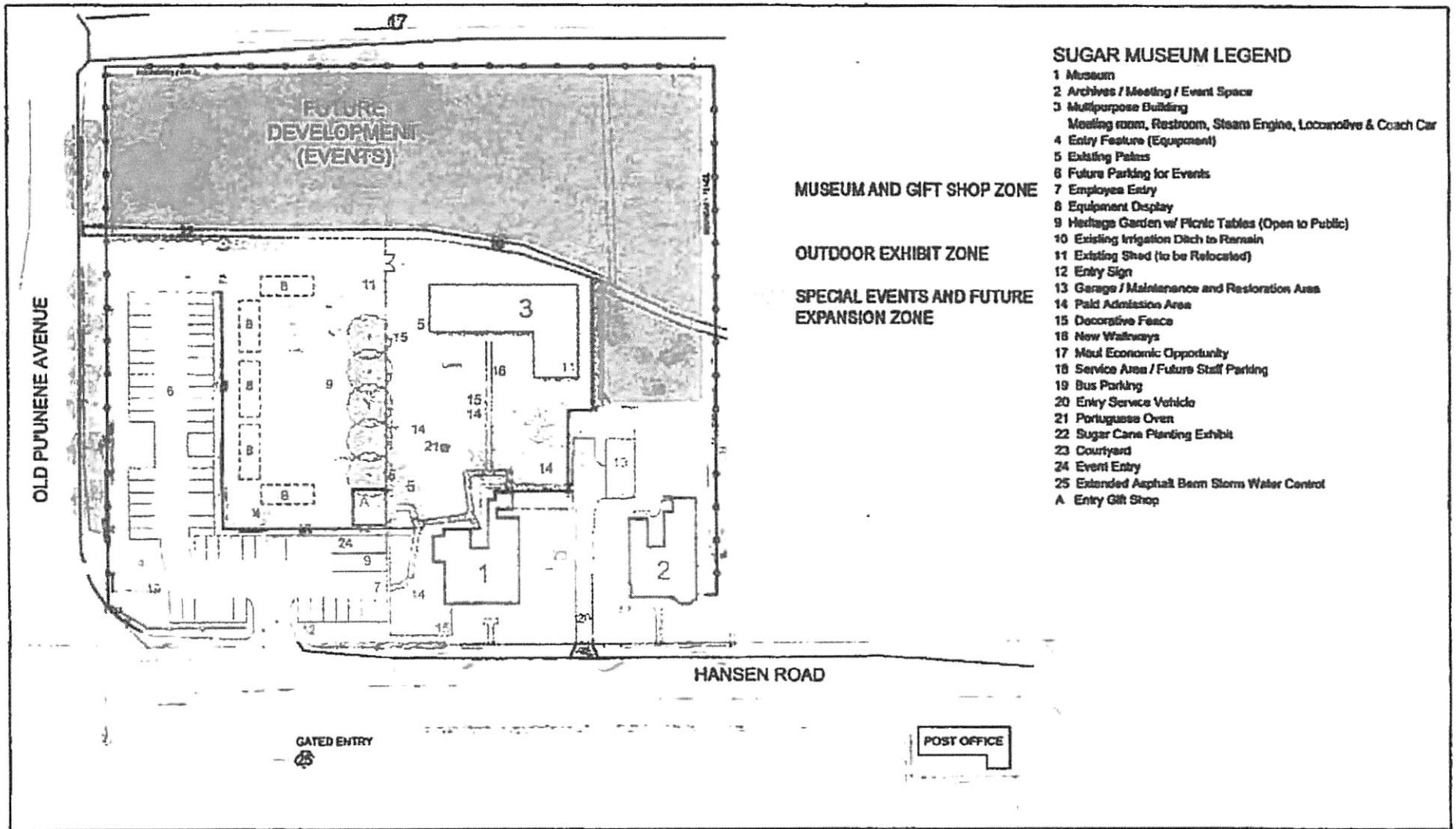
Maui County Zoning Map	September 2008	
A&B Sugar Museum		



Community Plan: Heavy Industrial

FIGURE 7

Community Plan	September 2008	 CHRIS HART & PARTNERS, INC.
A&B Sugar Museum		



TAK (2) 3-8-05- per 1 & 4



USE ZONE MAP

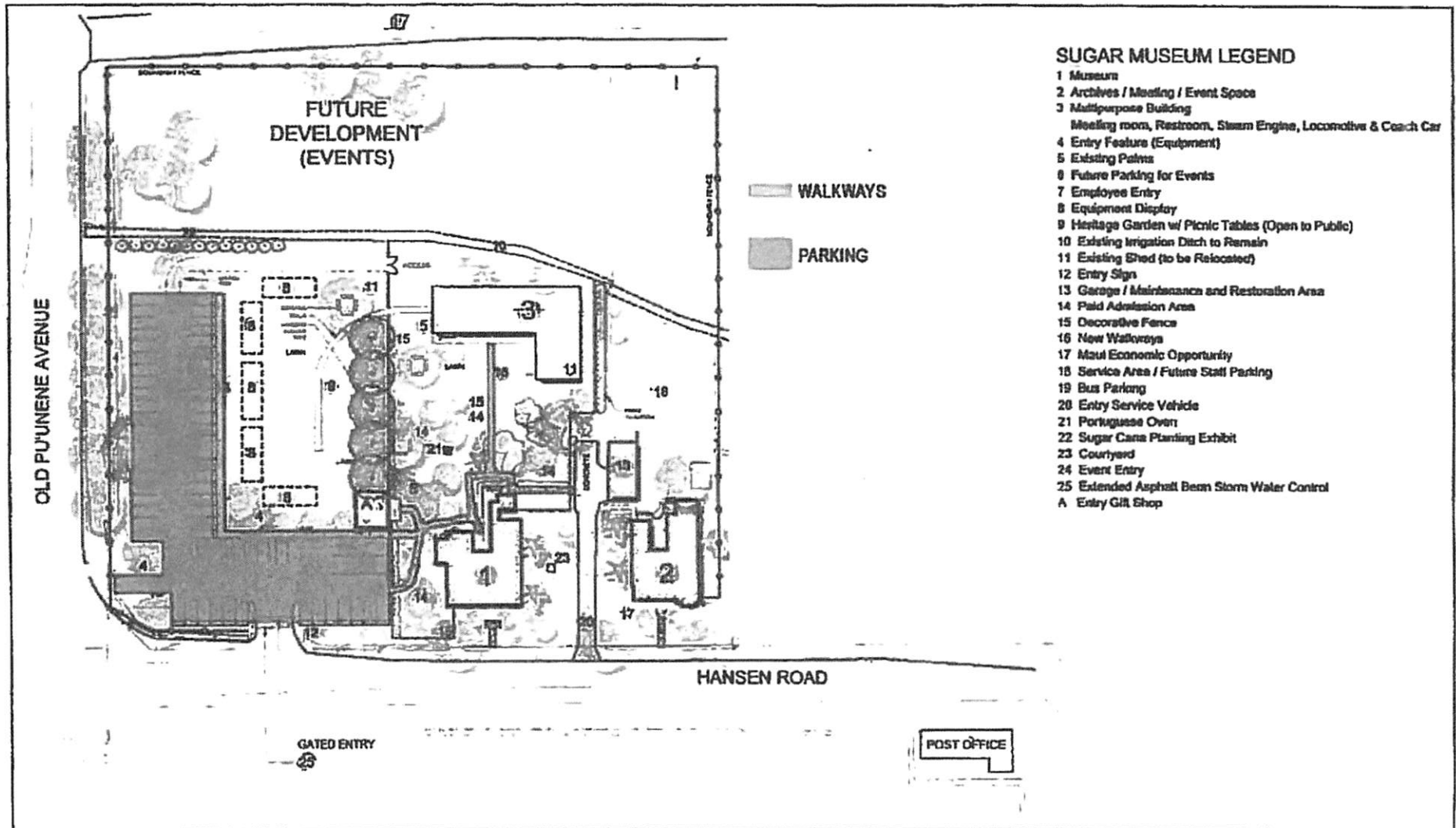
A & B SUGAR MUSEUM
KAHULUI MAUI, HAWAII

FIGURE B

Use Zone Map

Sugar Museum





TMO: (2) 3-B-08: par 1 & 4



CIRCULATION AND PARKING

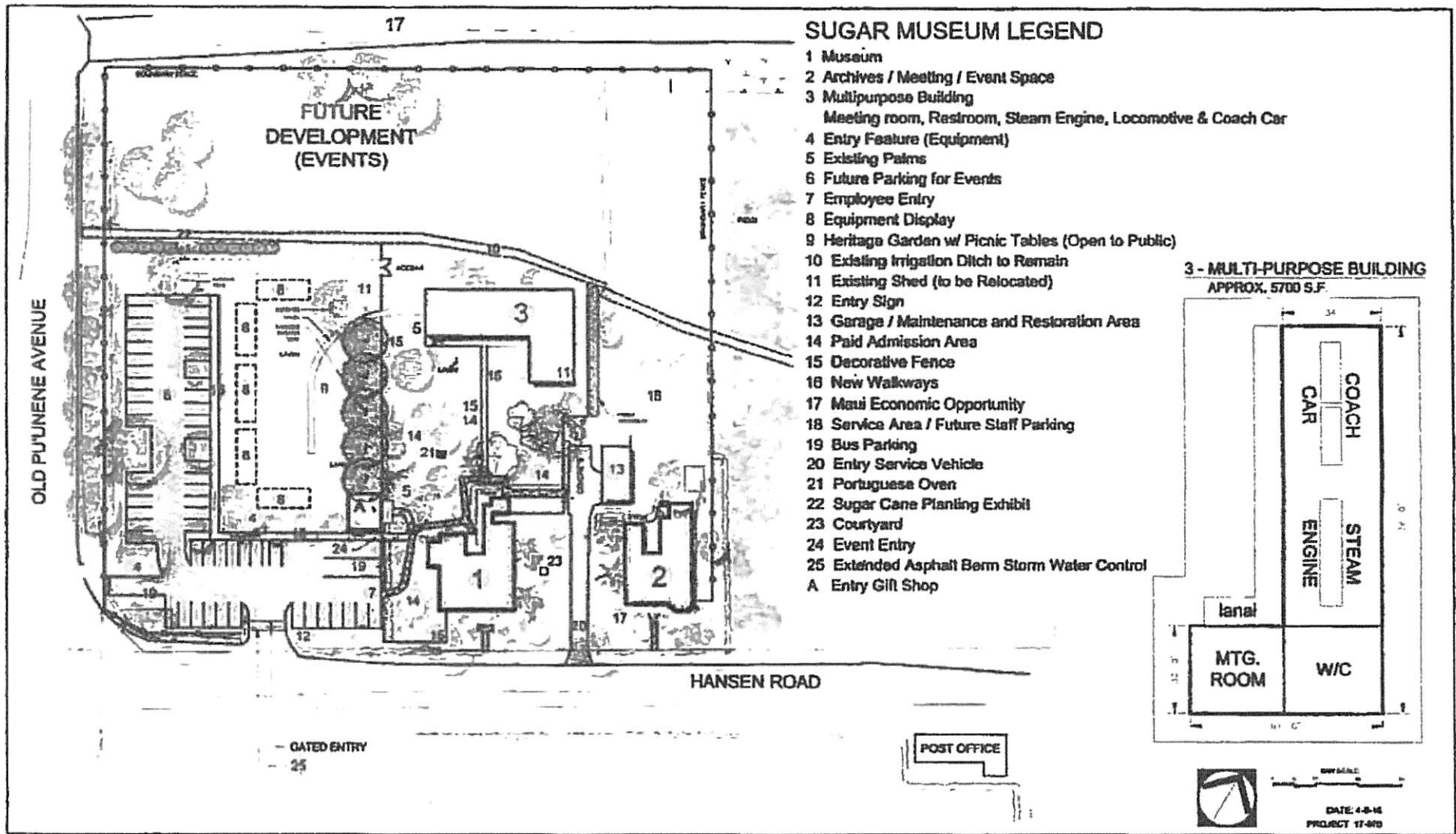
A & B SUGAR MUSEUM
KAHULUI, MAUI, HAWAII

FIGURE B

Circulation and Parking

Sugar Museum

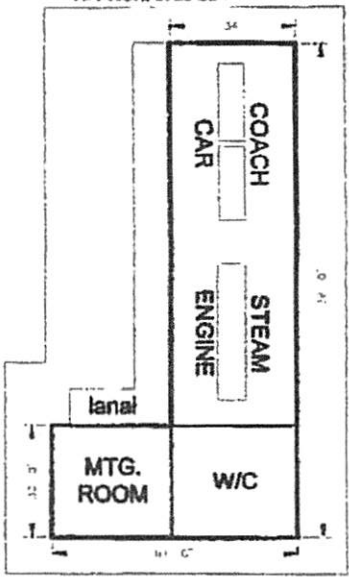




SUGAR MUSEUM LEGEND

- 1 Museum
- 2 Archives / Meeting / Event Space
- 3 Multipurpose Building
Meeting room, Restroom, Steam Engine, Locomotive & Coach Car
- 4 Entry Feature (Equipment)
- 5 Existing Palms
- 6 Future Parking for Events
- 7 Employee Entry
- 8 Equipment Display
- 9 Heritage Garden w/ Picnic Tables (Open to Public)
- 10 Existing Irrigation Ditch to Remain
- 11 Existing Shed (to be Relocated)
- 12 Entry Sign
- 13 Garage / Maintenance and Restoration Area
- 14 Paid Admission Area
- 15 Decorative Fence
- 16 New Walkways
- 17 Maui Economic Opportunity
- 18 Service Area / Future Staff Parking
- 19 Bus Parking
- 20 Entry Service Vehicle
- 21 Portuguese Oven
- 22 Sugar Cane Planting Exhibit
- 23 Courtyard
- 24 Event Entry
- 25 Extended Asphalt Berm Storm Water Control
- A Entry Gift Shop

**3 - MULTI-PURPOSE BUILDING
APPROX. 5700 S.F.**



CONCEPT MASTER PLAN

A & B SUGAR MUSEUM
KAHALUI, MAUI HAWAII

BEFORE THE MAUI PLANNING COMMISSION
COUNTY OF MAUI
STATE OF HAWAII

In the matter of the petition of)
)
 GAYLORD KUBOTA, Museum Director)
 on behalf of ALEXANDER & BALDWIN)
 SUGAR MUSEUM)
) File 89/CP-002
 Requesting a Conditional Use Permit)
 for a museum, train exhibit and)
 parking lot on a portion of)
 TMK 3-8-06:04, containing 1.773 acres)
 at Puunene, Maui, Hawaii)

DIRECTOR'S REPORT

Findings of Fact and Conclusions

This matter arises from an application for a Conditional Use Permit received July 5, 1989 by the Department of Planning submitted pursuant to Section 19.40 of the Maui County Code by Gaylord Kubota, Museum Director on behalf of Alexander and Baldwin Sugar Museum (hereinafter called the "Applicant") for lands located at 3957 Hansen Road, Puunene, Island and County of Maui identified as Tax Map Key 3-8-06: portion of parcel 4 (hereinafter called the "Site").

1. Purpose of the Application

The applicant is requesting a Conditional Use Permit to firstly recognize the existence of a museum and parking lot which was commenced in the latter part of 1986 and to allow for the planned construction of a structure to house the restored Kahului Railroad Locomotive No. 1, the "Claus Spreckels" and other items related to historic island railroads.

2. Applicable Regulations

Authority for the acceptance, processing and final decision on an application for a Conditional Use Permit is found in Chapter 19.40 of the Maui County Code. The intent of the conditional permit is to provide the opportunity to consider establishing uses not specifically permitted within a given use zone where the proposed use is similar, related or compatible to those permitted uses and which has some special impact or uniqueness such that its effect on the surrounding environment cannot be determined in advance of the use being proposed for a particular location.

The commission shall hear and review an application for a conditional permit and provide a recommendation to the County Council.

3. Description of the Property

- a. Location -- The site is located at the intersection of Hansen Road and Puunene Avenue in Puunene.
- b. Site Area -- The parent parcel contains 497.499 acres more or less. The applicant has leased 1.773 acres to accommodate the development.
- c. State Land Classification -- Urban
- d. Wailuku-Kahului Community Plan -- Heavy Industrial
- e. County Zoning -- Residential (R-1)
- f. Adjacent Land Uses -- Agricultural and Industrial
- g. Site Characteristics -- Level lot developed with an approximately 2700 sq. ft. building housing the Sugar Museum, a gravelled parking area comprising approximately 1/3 of the acre and a residence containing approximately 2000 sq. ft. which is occupied by the museum director.
- h. Services --
 - a. County water
 - b. Private wastewater disposal
 - c. Power and telephone (overhead)
 - d. Paved roadway (Hansen and Puunene) no sidewalks, curbs or gutters

4. Description of the Proposed Development

The subject site is currently developed with two single family residences and an approximately one third acre gravelled parking area. One of the residences was converted to house a museum in the latter part of 1986 to preserve and present the history and heritage of the sugar industry and plantation life on Maui for both residents and visitors. The other residence has been maintained as living quarters for Mr. Gaylord Kubota the museum director.

The residence which now houses the museum was the largest former Luna or supervisor house in the vicinity of Puunene Mill and was likely occupied by the mill superintendent. It was built in 1902 and added on to in the 1920's. Careful attention was given to the conversion process to retain the original architectural integrity and feeling as a residence. The rooms are used as exhibit galleries for various subjects. The area surrounding the museum has been landscaped using plant materials typical of those used in the vicinity during the period 1920 and 1930.

In light of the fact that the "Sugar Museum" was in the process of ongoing development for several years prior to 1986 and that the character of the project was predominantly residential the proposal to open the museum to the public in late 1986 was acknowledged as appropriate subject to a condition. The condition was that the applicant complete and submit a rezoning application upon adoption of the Wailuku-Kahului Community Plan by the County Council. The conditional acknowledgement was predicted on the fact that the parcel was within the State Urban District and proposed as Heavy Industrial District in the Community Plan and that a museum with appropriate off-street parking is a permitted use in an Industrial Zoning District. The Wailuku-Kahului Community Plan was signed into law December 7, 1987.

The applicant is now asking approval for a Conditional Use Permit to validate the existing museum and off-street parking. He is further requesting approval to construct a structure that will house the restored Kahului Railroad Locomotive No. 1, the "Claus Spreckels" and an interpretive center related to historic island railroads.

5. Agency Comments

1. Department of Public Works --

- (a) That a road widening lot may be required for the adjoining halves of Puunene Avenue and Hansen Road to provide for future 56 feet minimum right-of-way and improved to County standards, to include but not be limited to, pavement widening, construction of curb, gutter and sidewalk, and relocation of utilities underground. Said lots shall be dedicated to the County upon completion of the improvements. Please contact the Engineering Division for right-of-way and additional information.
- (b) Provide verification that the grading and runoff water generated by the project will not have an adverse effect on the adjacent and downstream properties.
- (c) That two (2) paved parking spaces be provided. In addition, appropriate landscaping and fencing shall be provided per the County's Off-Street Parking and Loading Ordinance.
- (d) That a minimum front yard of 20 feet is required.
- (e) That the licensed area be subdivided per the County's Subdivision Ordinance.

6. Analysis

The provisions of Section 19.40 of the Comprehensive Zoning Ordinance, Title 19 of the Maui County Code require that upon receipt of a complete application for a Conditional Use Permit, the planning director shall review the project parameters, including, but not limited to, location, design, configuration, and impact by comparing the proposed project to fixed standards.

In terms of location, the project is ideally located adjacent to a sugar cane processing facility and is highly accessible via either of two main thoroughfares namely Puunene Avenue and Hansen Road. The design of the project uses the existing residence to perpetuate the original village character and the new locomotive enclosure will utilize similar construction materials and architectural style. Vehicle and pedestrian flow are configured for optimum utilization of the site. Considering that Puunene Village was once a vibrant residential community, it is gratifying to note that two of the original homes were preserved for this project as a remembrance of times past. As all surrounding land use is primarily industrial there is no negative impact the project will have on the area.

The comprehensive zoning for the area is residential and has been in effect since mid 1960; almost 20 years. The intent was to recognize the original residential character and development. Since that time the sugar companies have discontinued, for the most part, company housing adjacent to the mills. In particular, the Puunene Village area has been totally re-directed to industrial land use. The Wailuku-Kahului Community Plan adopted in December of 1987 calls for Heavy Industrial Use designation. The applicant advised that the land owner A&B - Hawaii Inc., is now preparing an application for heavy industrial zoning for all Puunene lands so designated in the Community Plan and lying within the State Land Use Commission Urban District and which would include the subject site. A museum would be a permitted use in an industrial zoning district.

As a matter of record the following sections should be quoted from the Comprehensive Zoning Ordinance for the Commission's consideration.

19.41.070 Establishment. A. Upon finding by the commission that reasons justifying granting of a conditional permit exist, and that the proposed use would not be significantly detrimental to the public interest, convenience and welfare, and will be in harmony with the area in which it is to be located; issuance of a conditional permit may be recommended, subject to such terms and conditions and for such period of time as the facts may warrant.

B. Should the commission determine that the permit requested is for a use which is substantially different from those uses permitted in the use zone, the commission shall recommend denial of the request and may instruct the applicant to seek a change in zoning should the facts warrant such an application.

C. Every conditional permit shall be conditioned upon the proposed development fully complying with all requirements of this title and other applicable governmental requirements.

D. Approval of a conditional permit application shall be through enactment of an ordinance by the council, in accordance with the provisions of the Charter; provided, however, that where the council action is contrary to a recommendation of denial by the commission, enactment of the ordinance granting the conditional permit shall be by at least two-thirds affirmative votes rather than the usual majority. (Ord. 1684 SS2(part), 1988).

19.40.090 Extensions. Conditional permits shall not be extended unless the terms of the initial issuance explicitly provide for same. In any case, extensions must be applied for no later than ninety days prior to expiration and shall be made and approved in the same manner as an original application. If the administration determines that there has been no substantial change in the factors surrounding the original application, no public hearing need be held. (Ord. 1648 SS2 (part), 1988).

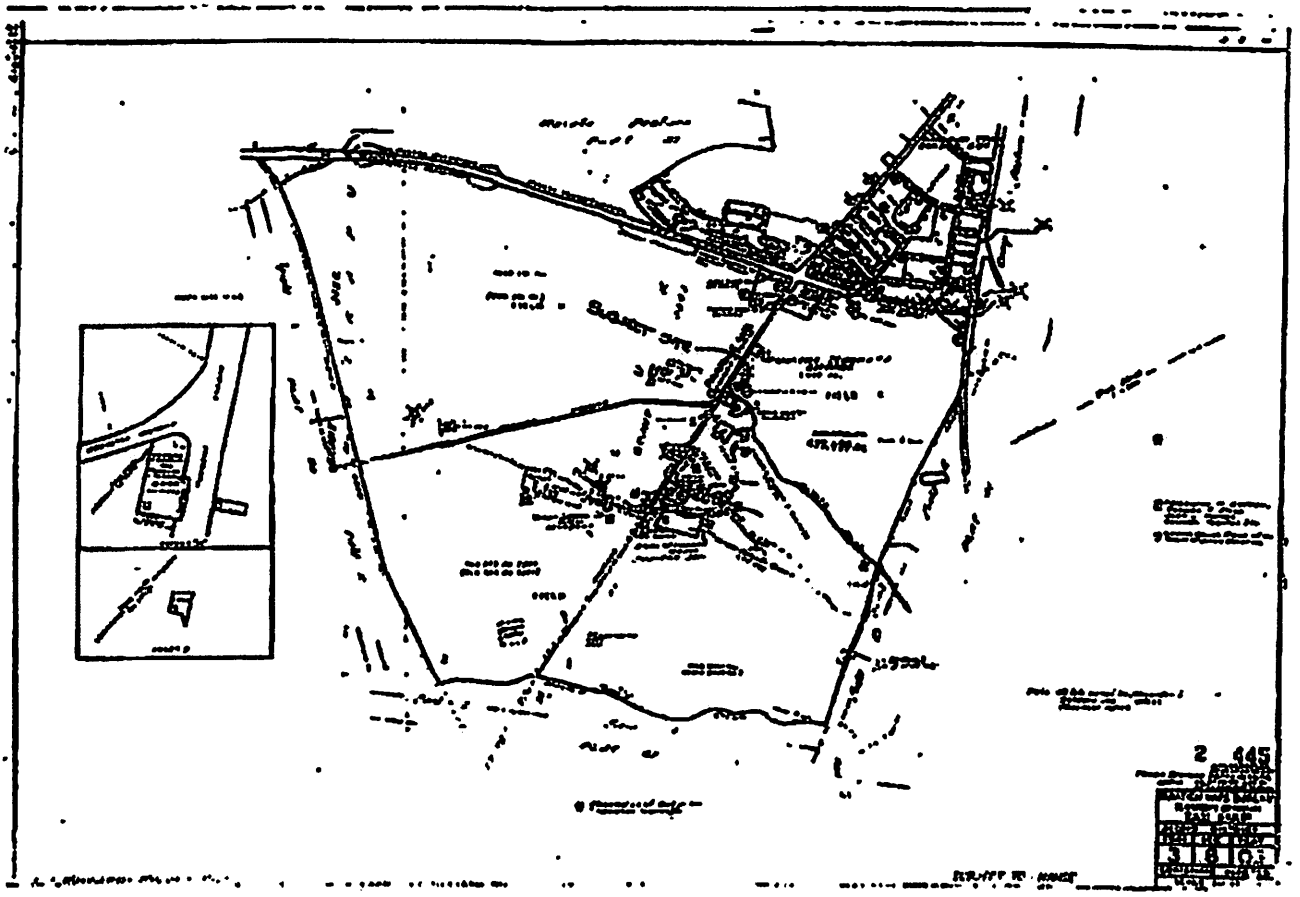
19.40.100. Expiration of permits. Each permit and the ordinance enacting same shall state the duration of the permit and if a specific expiration date is stated such permit shall expire and be repealed on said date without further action. (Ord. 1684 SS2 (part), 1988).

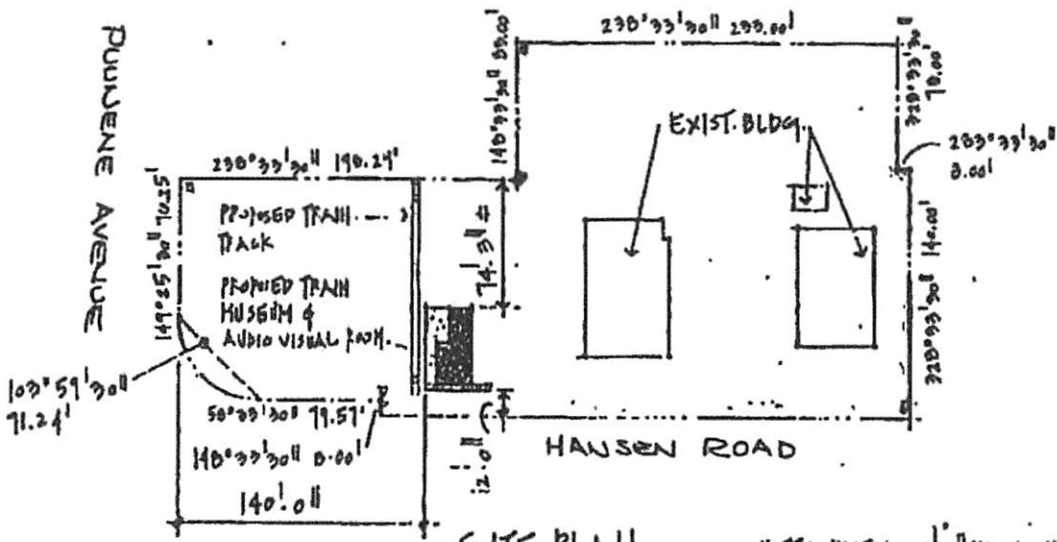
7. Conclusion

The proposed action is consistent with the provisions of the Maui County General Plan, the Wailuku-Kahului Community Plan and the purpose and intent of the Comprehensive Zoning Ordinance.

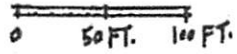
Dated this 12th day of September, 1989, Wailuku, Maui, Hawaii.


CHRISTOPHER L. HART
Planning Director



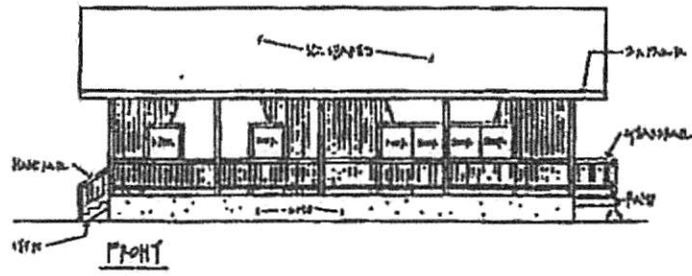
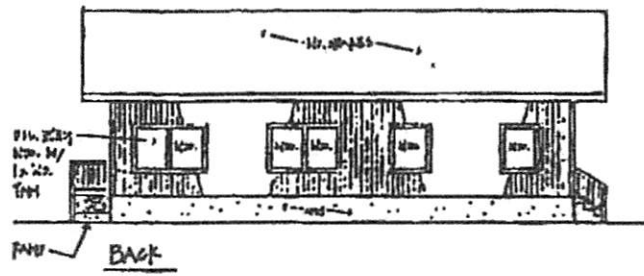
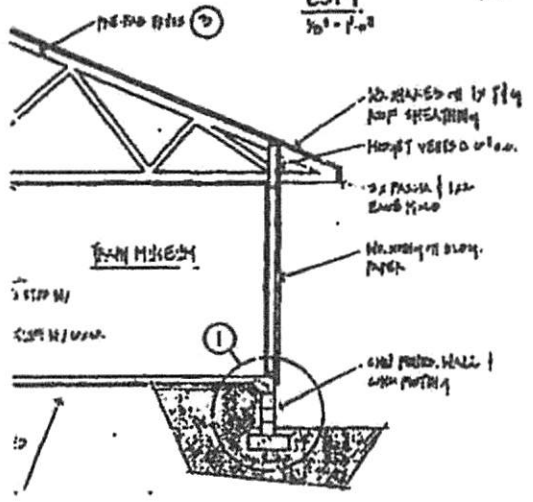
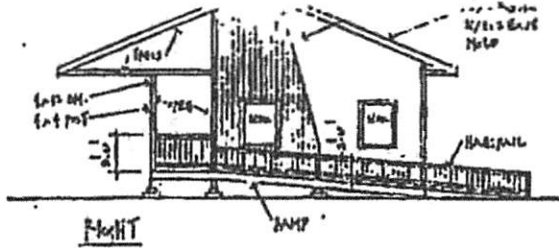
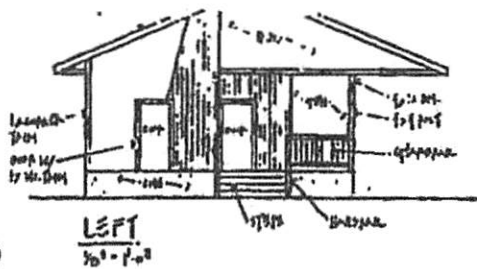


SITE PLAN

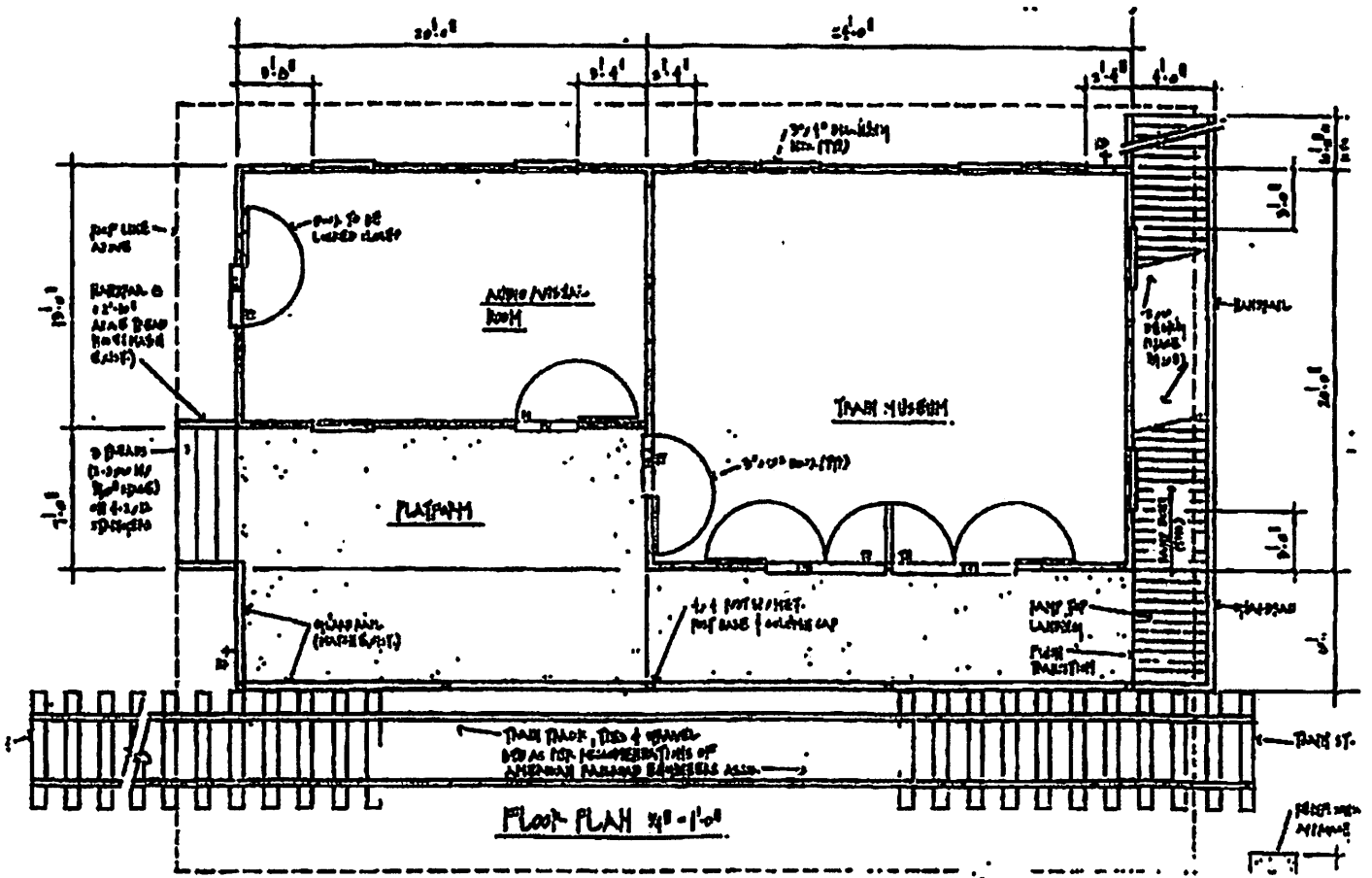


TMK: 3.0.00:4

NOTE: INSTAL 6" HIGH CHAIN LINK FENCE AROUND TRAIN. VERIFY LOCATION W/ ARCHITECT



10'0"
11.1'



BEFORE THE MAUI PLANNING COMMISSION
COUNTY OF MAUI
STATE OF HAWAII

In the matter of the petition of)
)
GAYLORD KUBOTA, Museum Director)
on behalf of ALEXANDER & BALDWIN)
SUGAR MUSEUM)

File 89/CP-002

Requesting a Conditional Use Permit)
for a museum, train exhibit and)
parking lot on a portion of)
TMK: 3-8-06:04, containing 1.773 acres)
at Puunene, Maui, Hawaii)

DIRECTOR'S RECOMMENDATION
Conditional Use Permit
September 19, 1989

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

BEFORE THE MAUI PLANNING COMMISSION
COUNTY OF MAUI
STATE OF HAWAII

In the matter of the petition of)
)
 GAYLORD KUBOTA, Museum Director)
 on behalf of ALEXANDER & BALDWIN)
)
 Requesting a Conditional Use Permit)
 for a museum, train exhibit and)
 parking lot on a portion of)
 TMK: 3-8-06:04, containing 1.773 acres)
 at Puunene, Maui, Hawaii)

File 89/CP-002

RECOMMENDATION

Pursuant to the Findings of Fact and Conclusions contained in the Director's Report dated September 12, 1989 and having due regard to the testimony heard at the public hearing held September 19, 1989, the Director of Planning submits the following recommendation for consideration by the Maui Planning Commission.

The petition for a Conditional Use Permit received July 5, 1989 from Gaylord Kubota, Museum Director, on behalf of Alexander and Baldwin Sugar Museum for lands located at 3957 Hansen Road, Puunene, Island and County of Maui identified as Tax Map Key 3-8-06:parcel 4 be CONDITIONALLY APPROVED and that the approval, the reasons, and the conditions therefore be transmitted to the Council of the County of Maui in the form of a recommendation in accordance with the provisions of the Comprehensive Zoning Ordinance.

The reasons for the recommendation are based on the following:

1. The Wailuku-Kahului Community Plan designates the petitioner's site, among others in the immediate area, as Heavy Industrial (~~M-1~~) and the proposed use being a museum is appropriate within an industrial land use district;
2. The owner of the site and of the parent parcel, Alexander and Baldwin, has declared in the petitioner's reasons for the request that an application is now being prepared for submission to the County of Maui to rezone the site and all lands in the vicinity of the site to Heavy Industrial District (M-2) as provided and in accordance with the Wailuku-Kahului Community Plan;

(3)

3. The petitioner's proposal would not be significantly detrimental to the public interest, convenience and welfare and will be in harmony with the area in which it is located;

4. The petitioner's proposal generally complies with the provisions and goals of the Maui County General Plan and the provisions and policies of the Wailuku-Kahului Community Plan and with the provisions of the Comprehensive Zoning Ordinance.

The following conditions are recommended to be attached to and form part of the approval:

1. That a road widening lot and necessary improvements be provided at the expense of the petitioner to the satisfaction of the Department of Public Works for adjoining halves of Puunene Avenue and Hansen Road. Following acceptance by the County of Maui of the improvements, the road widening lot shall be deeded to the County;

2. The petitioner shall provide verification to the satisfaction of the Department of Public Works that grading and runoff water generated by the project will not have an adverse effect on adjacent and downstream properties;

3. That a minimum of eleven (11) paved parking spaces be provided along with appropriate landscaping and fencing in accordance with the County of Maui Off-street Parking Ordinance;

4. That the licensed area be subdivided in accordance with the provisions of the County of Maui Subdivision Ordinance;

5. The Conditional Use Permit shall be valid for a period not to exceed ~~three~~ ^{two} years at which time an extension of ~~one~~ year may be applied for provided the request is received by the County of Maui no later than ninety days prior to the expiration;

6. The Conditional Use Permit shall not be transferred, assigned or otherwise conveyed;

7. The applicant shall hold the County of Maui harmless from and against any and all loss, liability, claim or demand arising out of the issuance of this permit; and,

8. Full compliance with all applicable governmental requirements shall be rendered.

(4)

Dated this 19th day of September, 1989 at Wailuku, Hawaii.

A handwritten signature in black ink, appearing to read "Christopher L. Hart", written over a horizontal line.

Christopher L. Hart
Director of Planning

ORDINANCE NO. 1986

BILL NO. 121 (1990)

A BILL FOR AN ORDINANCE GRANTING
A CONDITIONAL PERMIT TO PERMIT THE OPERATION
OF A MUSEUM AT PUUNENE, MAUI, HAWAII

BE IT ORDAINED BY THE PEOPLE OF THE COUNTY OF MAUI:

SECTION 1. Pursuant to Chapter 19.40 of the Maui County Code, a conditional permit is granted, subject to the conditions imposed in Section 2 of this ordinance, for the operation of a museum on that certain parcel of land situate at Puunene, Maui, Hawaii, identified for real property tax purposes by TMK No. 3-8-008: Portion of 4, comprised of approximately 1.773 acres of land and more particularly described in Exhibits "A" and "B", which are attached hereto and made a part hereof.

SECTION 2. The granting of this conditional permit is subject to the conditions identified in Exhibit "C", which is attached hereto and made a part hereof.

SECTION 3. This ordinance shall take effect upon its approval.

APPROVED AS TO FORM AND LEGALITY:

Haunani S. Y. Lemn

HAUNANI S. Y. LEMN
Deputy Corporation Counsel
County of Maui
museum/ords/c(cs)

EXHIBIT 8

DESCRIPTION
2-3-8-06-004 Portion

LAND SITUATE AT PUUNENE, WAILUKU COMMONS, District of Wailuku, Island and County of Maui, State of Hawaii, being a portion of Grant 3343 to Claus Spreckels, and more particularly described as follows:

BEGINNING at the most westerly corner of this lot on the easterly side of the proposed 90 foot right-of-way of Puunene Avenue, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE" being 4,070.26 feet South and 13,810.24 feet East, and thence running by azimuths measured clockwise from true South:

1. 238° 33' 30" 198.29 feet along the remainder of Grant 3343 to Claus Spreckels;
2. 148° 33' 30" 83.00 feet along same;
3. 238° 33' 30" 233.00 feet along same;
4. 328° 33' 30" 78.00 feet along same;
5. 238° 33' 30" 8.00 feet along same;
6. 328° 33' 30" 140.00 feet along same;
7. 58° 33' 30" 310.88 feet along the northerly side of Hansen Road;
8. 148° 33' 30" 8.00 feet along same;
9. 58° 33' 30" 79.57 feet along same;
10. Thence along same on a curve to the right with a radius of 50.00 feet, the chord azimuth and distance being: 103° 59' 30" 71.24 feet;
11. 149° 25' 30 76.25 feet along the easterly side of the proposed 90 feet right-of-way of Puunene Avenue to the point of beginning and containing an Area of 1.773 Acres or more or less.

Prepared by A&B Properties, Inc.
Kahului, Hawaii

August 7, 1990

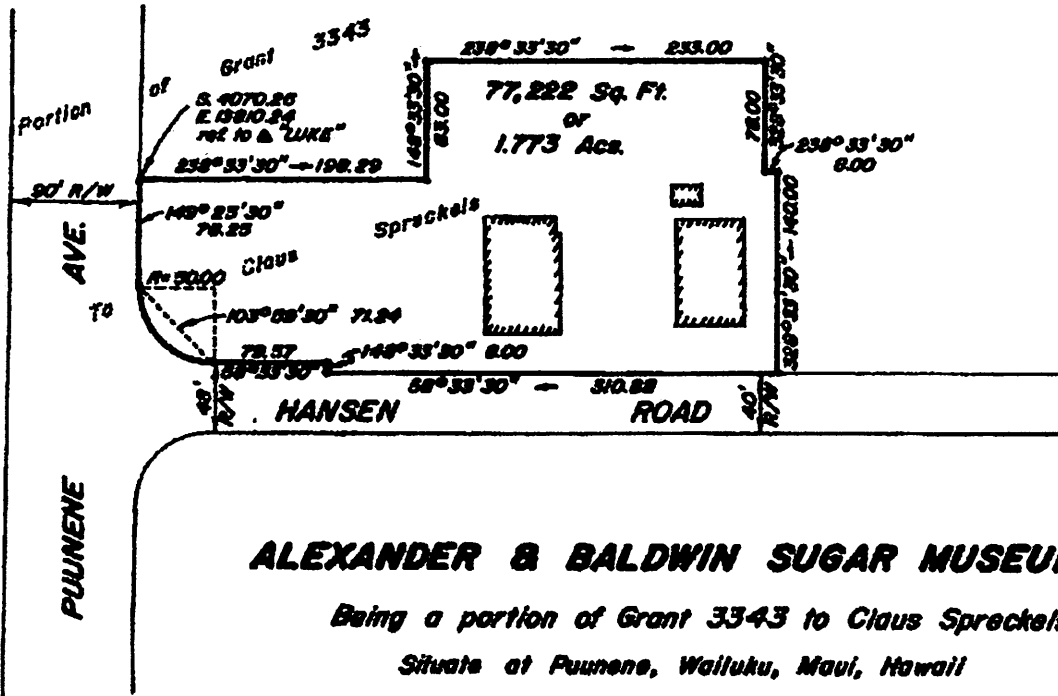
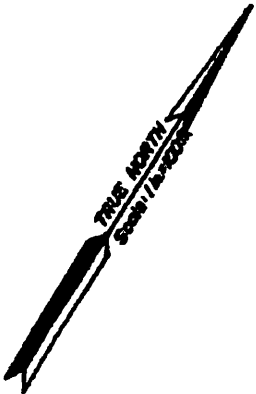
This work was prepared by me or under my supervision.



Michio M. Okuda

Registered Professional Land Surveyor No. 2488-S

ME
13/31-x



ALEXANDER & BALDWIN SUGAR MUSEUM LOT

Being a portion of Grant 3343 to Claus Spreckels

Situate at Puunene, Wailuku, Maui, Hawaii

Owner: Alexander & Baldwin, Inc.



Scale: 1 inch = 100 ft.

Date: Aug. 7, 1990

Prepared by: A & B Properties, Inc.
Honolulu, Hawaii

This work was prepared by me or under my supervision.

Michio M. Okuda
Registered Professional Land Surveyor No. 2488-S

CONDITIONS

1. That a road widening lot and necessary improvements be provided at the expense of the petitioner to the satisfaction of the Department of Public Works for adjoining halves of Puunene Avenue and Hansen Road. Following completion of the improvements to the satisfaction of the Director of Public Works, the road widening lot shall be offered for dedication to the County of Maui;
2. That the petitioner shall provide verification to the satisfaction of the Director of Public Works that grading and runoff water generated by the project will not have an adverse effect on adjacent and downstream properties;
3. That a minimum of eleven (11) paved parking spaces shall be provided along with appropriate landscaping and fencing in accordance with the Off-Street Parking and Loading Ordinance of the County of Maui;
4. That the subject area that is licensed from Alexander and Baldwin, Inc. to the petitioner to operate the museum shall be subdivided in accordance with the provisions of the Subdivision Ordinance of the County of Maui;
5. That the Conditional Permit shall be valid for a period of two (2) years from the effective date of this ordinance; provided that the petitioner may apply for an extension of this Conditional Permit in accordance with Section 19.40.090 of the Maui County Code;
6. That the Conditional Permit shall not be transferred, assigned, or otherwise conveyed;
7. That the petitioner shall hold the County of Maui harmless from and against any and all loss, liability, claim or demand arising from the issuance of this Conditional Permit; and
8. That the petitioner shall fully comply with all applicable governmental requirements.

EXHIBIT "C"

WE HEREBY CERTIFY that the foregoing BILL NO. 121 (1990)

1. Passed FINAL READING at the meeting of the Council of the County of Maui, State of Hawaii, held on the 4th day of January , 1991 , by the following votes:

Howard S. KIHUNE Chair	Patrick S. KAWANO Vice-Chair	Vince G. BAGOYO, Jr.	Goro HOKAMA	Alice L. LEE	Ricardo MEDINA	Wayne K. NISHIKI	Joe S. TANAKA	Leinsala TERUYA DRUMMOND
Aye	Aye	Aye	Aye	Aye	Aye	Aye	Aye	Aye

2. Was transmitted to the Mayor of the County of Maui, State of Hawaii, on the 4th day of January , 1991 .

DATED AT WAILUKU, MAUI, HAWAII, this 4th day of January , 1991 .

1991 JAN -4 PM 1:25
OFFICE OF THE CLERK

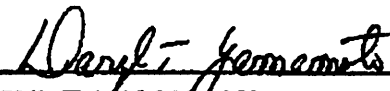

HOWARD S. KIHUNE, CHAIR
Council of the County of Maui


DARYL T. YAMAMOTO, COUNTY CLERK
County of Maui

THE FOREGOING BILL IS HEREBY APPROVED THIS 4th DAY OF JANUARY , 1991.


LINDA CROCKETT LINGLE, MAYOR
County of Maui

I HEREBY CERTIFY that upon approval of the foregoing BILL by the Mayor of the County of Maui, the said BILL was designated as ORDINANCE NO. 1986 of the County of Maui, State of Hawaii.


DARYL T. YAMAMOTO, COUNTY CLERK
County of Maui

Passed First Reading on December 21, 1990.
Effective date of Ordinance January 4, 1991.

RECEIVED
1991 JAN 7 PM 4:27
OFFICE OF THE CLERK

I HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 1986 , the original of which is on file in the Office of the County Clerk, County of Maui, State of Hawaii.

Dated at Wailuku, Hawaii, on

County Clerk, County of Maui

ORDINANCE NO. 2101

BILL NO. 25 (1992)

A BILL FOR AN ORDINANCE AMENDING A
CONDITIONAL PERMIT TO PERMIT THE OPERATION
OF A MUSEUM AT PUUNENE, MAUI, HAWAII

BE IT ORDAINED BY THE PEOPLE OF THE COUNTY OF MAUI:

SECTION 1. Section 2 of Ordinance No. 1986 (1990), is amended to read as follows:

"SECTION 2. The granting of this conditional permit is subject to the conditions identified in Exhibit "[C] D", which is attached hereto and made a part hereof."

SECTION 2. Materials to be repealed is bracketed. New material is underscored. In printing this bill, the County Clerk need not include the brackets, the bracketed material, or the underscoring.

SECTION 3. This ordinance shall take effect upon its approval.

APPROVED AS TO FORM
AND LEGALITY:



GARY W. ZAKIAN
Deputy Corporation Counsel
County of Maui
a:\ords\museum\epg

EXHIBIT 9

CONDITIONS

1. That the petitioner shall provide verification to the satisfaction of the Director of Public Works that grading and runoff water generated by the project will not have an adverse effect on adjacent and downstream properties;
2. That a minimum of eleven (11) paved parking spaces shall be provided along with appropriate landscaping and fencing in accordance with the Off-Street Parking and Loading Ordinance of the County of Maui;
3. That the Conditional Permit shall be valid until January 4, 1994; provided that the petitioner may apply for an extension of this Conditional Permit in accordance with Section 19.40.090 of the Maui County Code;
4. That the Conditional Permit shall not be transferred, assigned, or otherwise conveyed;
5. That the petitioner shall hold the County of Maui harmless from and against any and all loss, liability, claim or demand arising from the issuance of this Conditional Permit; and
6. That the petitioner shall fully comply with all applicable governmental requirements.

EXHIBIT "D"

WE HEREBY CERTIFY that the foregoing BILL NO. 25 (1992)

1. Passed FINAL READING at the meeting of the Council of the County of Maui, State of Hawaii, held on the 3rd day of April, 1992, by the following votes:

Howard S. KIHUNE Chair	Patrick S. KAWANO Vice-Chair	Vince G. BAGOYO, Jr.	Goro HOKAMA	Alice L. LEE	Ricardo MEDINA	Wayne K. NISHIKI	Joe S. TANAKA	Leinuala TERUYA DRUMMOND
Aye	Aye	Aye	Aye	Aye	Aye	Aye	Aye	Aye

2. Was transmitted to the Mayor of the County of Maui, State of Hawaii, on the 3rd day of April, 1992.

DATED AT WAILUKU, MAUI, HAWAII, this 3rd day of April, 1992.

11 1992-04 11 3:02

Howard S. Kihune
HOWARD S. KIHUNE, CHAIR
Council of the County of Maui

Daryl T. Yamamoto
DARYL T. YAMAMOTO, COUNTY CLERK
County of Maui

THE FOREGOING BILL IS HEREBY APPROVED THIS 20 DAY OF APRIL, 1992.

Linda Crockett Lingle
LINDA CROCKETT LINGLE, MAYOR
County of Maui

I HEREBY CERTIFY that upon approval of the foregoing BILL by the Mayor of the County of Maui, the said BILL was designated as ORDINANCE NO. 2101 of the County of Maui, State of Hawaii.

Daryl T. Yamamoto
DARYL T. YAMAMOTO, COUNTY CLERK
County of Maui

Passed First Reading on March 20, 1992.
Effective date of Ordinance April 20, 1992.

I HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2101, the original of which is on file in the Office of the County Clerk, County of Maui, State of Hawaii.

Dated at Wailuku, Hawaii, on

County Clerk, County of Maui

RECEIVED
APR 20 1992

ORDINANCE NO. 2360

BILL NO. 69 (1994)

A BILL FOR AN ORDINANCE AMENDING A CONDITIONAL USE PERMIT TO PERMIT THE OPERATION OF A MUSEUM AT PUUNENE, MAUI, HAWAII

BE IT ORDAINED BY THE PEOPLE OF THE COUNTY OF MAUI:

SECTION 1. Conditions 3 and 5 of Exhibit "D" of Ordinance No. 2101 (1992) are amended to read as follows:

"3. That the Conditional Permit shall [be valid until January 4, 1994] expire on January 4, 1999; provided that [the petitioner may apply for an extension of this Conditional Permit in accordance with] an extension of this permit beyond said expiration date may be granted pursuant to Section 19.40.090 of the Maui County Code.

5. That the [petitioner] applicant, its successors and permitted assigns shall exercise reasonable due care as to third parties with respect to all areas affected by subject Conditional Use Permit and shall defend, indemnify and hold the County of Maui harmless from and against any [and all] loss, liability, claim or demand arising [from the issuance of this Conditional Permit] out of this permit."

SECTION 2. Material to be repealed is bracketed. New material is underscored. In printing this bill, the County Clerk need not include the brackets, the bracketed material, or the underscoring.

SECTION 3. This ordinance shall take effect upon its approval.

APPROVED AS TO FORM AND LEGALITY:



GARY W. ZAKIAN
Deputy Corporation Counsel
County of Maui
c:\ords94\museum\epg

EXHIBIT 10

WE HEREBY CERTIFY that the foregoing BILL NO. 69 (1994)

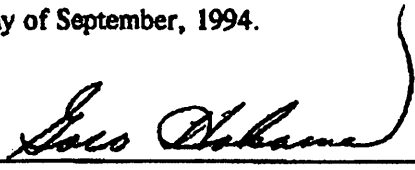
1. Passed FINAL READING at the meeting of the Council of the County of Maui, State of Hawaii, held on the 16th day of September, 1994, by the following votes:

Goro HOKAMA Chair	Dennis Y. NAKAMURA Vice-Chair	James H. APANA, Jr.	B. Lynn BRITTON	Patrick S. KAWANO	Alice L. LEE	Ricardo MEDINA	Manual MONIZ, Jr.	Thomas P. MORROW
Aye	Aye	Aye	Aye	Aye	Aye	Aye	Aye	Aye

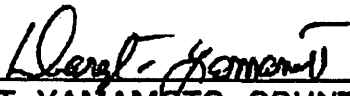
2. Was transmitted to the Mayor of the County of Maui, State of Hawaii, on the 16th day of September, 1994.

DATED AT WAILUKU, MAUI, HAWAII, this 16th day of September, 1994.

RECEIVED
1994 SEP 16 PM 3:24
OFFICE OF THE MAYOR

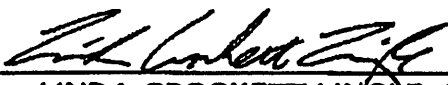


GORO HOKAMA, CHAIR
Council of the County of Maui



DARYL T. YAMAMOTO, COUNTY CLERK
County of Maui

THE FOREGOING BILL IS HEREBY APPROVED THIS 27 DAY OF SEPTEMBER, 1994.



LINDA CROCKETT LINGLE, MAYOR
County of Maui

I HEREBY CERTIFY that upon approval of the foregoing BILL by the Mayor of the County of Maui, the said BILL was designated as ORDINANCE NO. 2360 of the County of Maui, State of Hawaii.



DARYL T. YAMAMOTO, COUNTY CLERK
County of Maui

Passed First Reading on September 2, 1994.
Effective date of Ordinance September 27, 1994.

RECEIVED
1994 SEP 27 10:10:16

I HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2360, the original of which is on file in the Office of the County Clerk, County of Maui, State of Hawaii.

Dated at Wailuku, Hawaii, on

County Clerk, County of Maui

ORDINANCE NO. 2800

BILL NO. 55 (1999)

**A BILL FOR AN ORDINANCE TO EXTEND A CONDITIONAL PERMIT
TO ALLOW THE OPERATION OF A MUSEUM WITHIN THE R-1 RESIDENTIAL
DISTRICT FOR PROPERTY SITUATED AT PUUNENE, MAUI, HAWAII**

BE IT ORDAINED BY THE PEOPLE OF THE COUNTY OF MAUI:

SECTION 1. Pursuant to Chapter 19.40, Maui County Code, the conditional permit granted by Ordinance No. 2101 (1992), as amended by Ordinance No. 2360 (1994), is hereby extended, subject to the conditions imposed in Section 2 of this ordinance, for the operation of a museum in the R-1 Residential District. The site is identified for real property tax purposes by TMK: 3-8-06: 04, and is comprised of approximately 1.773 acres of land.

SECTION 2. The granting of this conditional permit is subject to the following conditions, which shall replace all conditions previously imposed:

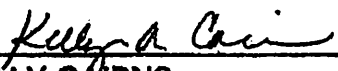
1. That full compliance with all applicable governmental requirements shall be rendered.
2. That the Conditional Permit shall expire on January 31, 2004; provided that, an extension of this permit beyond said expiration date may be granted pursuant to Section 19.40.090 of the Maui County Code;
3. That the Conditional Permit shall be nontransferable without the prior written approval of the Maui County Council;
4. That the applicant, its successors and permitted assigns shall exercise reasonable due care as to third parties with respect to all areas affected by subject Conditional Permit and shall procure at its own cost and

EXHIBIT 11

expense, and shall maintain during the entire period of this Conditional Permit, a policy or policies of comprehensive liability insurance in the minimum amount of ONE MILLION AND NO/100 DOLLARS (1,000,000.00) naming the County of Maui as an additional named insured, insuring and defending the applicant and County of Maui against any and all claims or demands for property damage, personal injury and/or death arising out of this permit, including but not limited to: (1) claims from any accident in connection with the permitted use, or occasioned by any act or nuisance made or suffered in connection with the permitted use in the exercise by the applicant of said rights; and (2) all actions, suits, damages and claims by whomsoever brought or made by reason of the non-observance or non-performance of any of the terms and conditions of this permit. Copies of a hold harmless agreement and the policy naming County of Maui as an additional named insured shall be submitted to the Department within ninety (90) calendar days from the date of transmittal of the decision and order.

SECTION 3. This ordinance shall take effect upon its approval.

**APPROVED AS TO FORM
AND LEGALITY:**



KELLY CAIRNS
Deputy Corporation Counsel
County of Maui
S:\CLERICAL\RIORDAN\SUGAR

WE HEREBY CERTIFY that the foregoing BILL NO. 54 (1999)

1. Passed FINAL READING at the meeting of the Council of the County of Maui, State of Hawaii, held on the 3rd day of September, 1999, by the following votes:

Patrick S. KAWANO Chair	Dan P. KANE Vice-Chair	Michael A. DAVIS	J. Kalani ENGLISH	John Wayne ENRIQUES	G. Riki HOKAMA	Dennis Y. NAKAMURA	Wayne K. NISHIKI	Charmaine TAVARES
Aye	Aye	Aye	Aye	Aye	Aye	Aye	No	Excused

2. Was transmitted to the Mayor of the County of Maui, State of Hawaii, on the 3rd day of September, 1999.


DATED AT WAILUKU, MAUI, HAWAII, this 3rd day of September, 1999.

RECEIVED
1999 SEP -3 PM 2:52
OFFICE OF THE MAYOR


PATRICK S. KAWANO, CHAIR
Council of the County of Maui


DARYL T. YAMAMOTO, COUNTY CLERK
County of Maui

THE FOREGOING BILL IS HEREBY APPROVED THIS 7th DAY OF SEPTEMBER, 1999.


JAMES H. APANA JR., MAYOR
County of Maui

I HEREBY CERTIFY that upon approval of the foregoing BILL by the Mayor of the County of Maui, the said BILL was designated as ORDINANCE NO. 2800 of the County of Maui, State of Hawaii.


DARYL T. YAMAMOTO, COUNTY CLERK
County of Maui

Passed First Reading on August 24, 1999.
Effective date of Ordinance September 7, 1999.

I HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2800, the original of which is on file in the Office of the County Clerk, County of Maui, State of Hawaii.

Dated at Wailuku, Hawaii, on

RECEIVED
1999 SEP -7 PM 2:14
OFFICE OF THE
COUNTY CLERK

County Clerk, County of Maui

**MAUI PLANNING COMMISSION
REGULAR MEETING
JANUARY 27, 2004**

A. CALL TO ORDER

The regular meeting of the Maui Planning Commission was called to order by Chairperson Star Medeiros at 9:04 a.m., Tuesday, January 27, 2004, Planning Conference Room, First Floor, Kalana Pakui Building, 250 South High Street, Wailuku, Maui.

A quorum of the Commission was present. (See Record of Attendance.)

Chairperson Medeiros opened the meeting for testimony of those persons who could not stay until the item they wished to testify on came up on the agenda. She noted that each person would be given three minutes with 30 seconds to conclude. If more time was needed, the person could return after the last person had spoken and would be given an additional three minutes.

The following people testified:

Mr. James Morris - Item B-3, Church of the Nazarene, CIZ
Ms. Julie Higa, - Item B-3, Church of the Nazarene, CIZ
Mr. James Kaimiola - Item B-2, Friends of Moku'ula, SMA
Mr. Kaipo Thomas - Item B-3, Church of the Nazarene, CIZ
Mr. J.J. Elkins - Item B-2, Friends of Moku'ula, SMA
Ms. Sonia Martinez - Item B-3, Church of the Nazarene, CIZ
Mr. Kevin Spencer - Item B-3, Church of the Nazarene, CIZ
Ms. Ivy Paleka - Item B-3, Church of the Nazarene, CIZ
Ms. Debra Sturdevant - Item B-3, Church of the Nazarene, CIZ

Their testimony can be found in the public hearing section for the item on which they testified.

B. PUBLIC HEARINGS (Action to be taken after each public hearing.)

1. **MR. GLENN CORREA, Director of the DEPARTMENT OF PARKS AND RECREATION requesting a Special Management Area Use Permit in order to construct the Central Clubhouse including a future gymnasium for the Boys and Girls Club of Maui and related Improvements at 100 Kanaloa Avenue, Keopuolani Park, TMK: 3-8-007: 001 (portion), Kahului, Island of Maui. (SM1 2003/0016) (K. Caigoy)**

EXHIBIT 12

VOTED: To Defer the Matter to Give the Applicant the Opportunity to Address the Concerns Raised.
(Assenting - B. Lu, R. Piltz, S. Moikeha, D. Shepherd, S. Freitas, P. Eason)
(Excused - J. Amorin)

Ms. Medeiros: Motion is carried.

C. APPROVAL OF THE MINUTES OF OCTOBER 21, 2003 (Corrections requested at the November 25, 2003 meeting) AND OCTOBER 23, 2003 MEETINGS

October 21, 2003

No corrections noted.


October 23, 2003

Corrections were made on page 5, Mr. Glenn Shepherd's statement, corrected to "I preceded him," on page 9, Ms. Moikeha's statement, corrected to "a group of experts," page 10, Ms. Moikeha's statement corrected to, "we couldn't have used the smoothing technique that you used in North Carolina," on page 23, second paragraph, inserted "done," "what had the Halama Street Homeowners Association done to inform the public," pg 64, Ms. Moikeha's statement corrected to "so that would be our first attempt at the rules which are existing today, the attempt of setting setbacks, on page 83, paragraph eight, corrected to "use of error in establishing setbacks," page 121, paragraph two, Mr. Suzuki's statement, "Wong" corrected to "Hwang,"

It was moved by Ms. Shepherd, seconded by Ms. Lu, then

VOTED: To Approve the Minutes of October 21, 2003 and the Minutes of October 23, 2003, as corrected.

D. COMMUNICATIONS

-  1. **MR. GAYLORD C. KUBOTA, Museum Director of the A & B SUGAR MUSEUM requesting a 10-year time extension on the Conditional Permit to continue operation of the Sugar Museum on approximately 1.773 acres of land at 3957 Hansen Road, TMK: 3-8-006: 004, Puunene, Island of Maui. (CP 89/003) (J. Higa)**

Ms. Julie Higa presented the Maui Planning Department's Report.

Ms. Lu: Julie, would you repeat how many times these people had extensions.

Ms. Higa: This is the fifth time and the sixth time coming before because the first time was one year that they had their application. So this will be the fifth time extension.

Ms. Lu: And on this fifth time extension they're asking for 10 years?

Ms. Higa: Yes.

Ms. Medeiros: Anything from the applicant? Does the applicant wish to address us?

Ms. Higa: We have Gaylord Kubota, the museum director, if you have any questions for him he's able to answer.

Ms. Medeiros: Commissioners, any questions for the applicant? Okay, thank you Julie. We'll proceed to the public testimony.

There being no testimony, Ms. Higa was asked to present the Recommendation.

Ms. Lu: Move for approval.

Mr. Piltz: Second.

Ms. Medeiros: Moved by Commissioner Lu and seconded by Commissioner Piltz.

There being no discussion on the motion, the motion was put to a vote.

It was moved by Ms. Lu, seconded by Mr. Piltz, then

**VOTED: To Accept the Recommendation of Approval of the Time Extension of the Conditional Permit.
(Assenting - B. Lu, R. Piltz, S. Moikeha, D. Shepherd, S. Freitas, P. Eason)
(Excused - J. Amorin)**

- 2. MS. KAREN L, NOLAND of KAUKINI INCORPORATED dba KAUKINI GALLERY & GIFT SHOP requesting a 10-year time extension on the State Land Use Commission Special Use Permit and Conditional Permit to continue to operate an art gallery and gift shop to sell Made-in-Hawaii Art Work and Crafts in the State Agricultural District, Kahekili Highway, at TMK: 3-1-002: 021, Kahakuloa, Island of Maui. (SUP 2 20000001) (CP 20000001) (J. Higa)**

environmental impact statement.

G. NEXT REGULAR MEETING DATE: February 10, 2004

H. ADJOURNMENT

The meeting adjourned at 2:40 p.m.

Respectfully submitted by,

CAROLYN J. TAKAYAMA-CORDEN
Secretary to Boards and Commissions II

RECORD OF ATTENDANCE

Present

Star Medeiros, Chairperson
Randy Piltz, Vice Chairperson
Bernice Lu
Susan Moikeha
Diane Shepherd (in attendance at 9:19 a.m.)
Suzanne Freitas
Johanna Amorin (excused at 1:02 p.m.)
Patti Eason

Others

Mike Foley, Planning Department
Brian Moto, Department of the Corporation Counsel
Cindy Young, Department of the Corporation Counsel
Milton Arakawa, Department of Public Works and Environmental Management

ORDINANCE NO. 3201

BILL NO. 49 (2004)

A BILL FOR AN ORDINANCE AMENDING ORDINANCE NO. 2800 (1999)
PERTAINING TO THE GRANTING OF A CONDITIONAL PERMIT TO
PERMIT THE OPERATION OF A MUSEUM FOR PROPERTY
SITUATED AT TMK: (2) 3-8-006:004(POR.), PUUNENE, MAUI, HAWAII

BE IT ORDAINED BY THE PEOPLE OF THE COUNTY OF MAUI:

SECTION 1. Ordinance No. 2800 (1999) is amended by amending
Section 2 as follows:

*SECTION 2. The granting of this Conditional Permit
to Alexander & Baldwin Sugar Museum is subject to the
following conditions[, which shall replace all conditions
previously imposed]:

1. That full compliance with all applicable governmental requirements shall be rendered.
2. That the Conditional Permit shall be valid until January 30, [2004] 2014; provided that, an extension of this permit beyond [said] this expiration date may be granted pursuant to Section 19.40.090 of the Maui County Code;
3. That the Conditional [permit] Permit shall be nontransferable [without the prior written approval of the Maui County] unless the Council approves transfer by ordinance;
4. That [the applicant] Alexander & Baldwin Sugar Museum, its successors and permitted assigns shall exercise reasonable due care as to third parties with respect to all areas affected by subject Conditional Permit and shall procure at its own cost and expense, and shall maintain during the entire period of this Conditional Permit, a policy or policies of comprehensive liability insurance in the minimum amount of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) naming the County of Maui as an additional named insured, insuring and defending [the applicant] Alexander & Baldwin Sugar Museum and County of Maui against any and all claims or demands for property damage, personal injury and/or death arising out of this permit, including but not

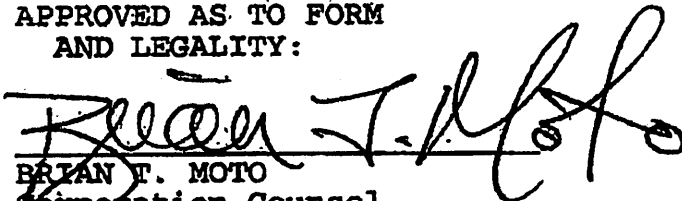
EXHIBIT 13

limited to: (1) claims from any accident in connection with the permitted use, or occasioned by any act or nuisance made or suffered in connection with the permitted use in the exercise by [the applicant] Alexander & Baldwin Sugar Museum of said rights; and (2) all actions, suits, damages and claims by whomsoever brought or made by reason of the non-observance or nonperformance of any of the terms and conditions of this permit. [Copies of a hold harmless agreement and the policy naming County of Maui as an additional named insured shall be submitted to the Department within ninety (90) calendar days from the date of transmittal of the decision and order.] The Conditional Permit shall not be effective until Alexander & Baldwin Sugar Museum transmits proof of insurance to the Department of Planning."

SECTION 2. Material to be repealed is bracketed. New material is underscored. In printing this bill, the County Clerk need not include the brackets, the bracketed material, or the underscoring.

SECTION 3. This ordinance shall take effect upon its approval.

APPROVED AS TO FORM
AND LEGALITY:



BRIAN F. MOTO
Corporation Counsel
County of Maui

S:\CLERICAL\LJN\ORD\Amend2800.1ak.wpd

WE HEREBY CERTIFY that the foregoing BILL NO. 49 (2004)

1. Passed FINAL READING at the meeting of the Council of the County of Maui, State of Hawaii, held on 3rd day of September, 2004, by the following votes:

Dain P. KANE Chair	Robert CARROLL Vice-Chair	G. Rfd HOKAMA	Jo Anne JOHNSON	Dennis A. MATEO	Michael J. MOLINA	Wayne K. NISHIKI	Joseph PONTANELLA	Charme TAVAR
Aye	Aye	Aye	Aye	Aye	Aye	Excused	Aye	Aye

2. Was transmitted to the Mayor of the County of Maui, State of Hawaii, on the 3rd day of September, 2004

DATED AT WAILUKU, MAUI, HAWAII, this 3rd day of September, 2004.

RECEIVED
2004 SEP -3 PM 2:31
OFFICE OF THE MAYOR

DAIN P. KANE, CHAIR
Council of the County of Maui

ROY T. HIRAGA, COUNTY CLERK
County of Maui

THE FOREGOING BILL IS HEREBY APPROVED THIS 3 DAY OF SEPTEMBER, 2004.

ALAN M. ARAKAWA, MAYOR
County of Maui

I HEREBY CERTIFY that upon approval of the foregoing BILL by the Mayor of the County of Maui, the said Bill was designated as ORDINANCE NO. 3201 of the County of Maui, State of Hawaii.

ROY T. HIRAGA, COUNTY CLERK
County of Maui

Passed First Reading on August 24, 2004.
Effective date of Ordinance September 3, 2004.

RECEIVED
004 SEP -7 AM 11:17
OFFICE OF THE
COUNTY CLERK

I HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 3201, the original of which is on file in the Office of the County Clerk, County of Maui, State of Hawaii.

Dated at Wailuku, Hawaii, on

County Clerk, County of Maui

ALAN M. ARAKAWA
Mayor

WILLIAM R. SPENCE
Director

MICHELE CHOUTEAU McLEAN
Deputy Director



COUNTY OF MAUI
DEPARTMENT OF PLANNING

April 23, 2014

Ms. Roslyn Lightfoot, Museum Director
Alexander & Baldwin Sugar Museum
3957 Hansen Road
P.O. Box 125
Puunene, Hawaii 96784

Dear Ms. Lightfoot:

**SUBJECT: APPROVAL OF REQUEST FOR TIME EXTENSION OF AN EXISTING
CONDITIONAL PERMIT (CP) FOR THE ALEXANDER & BALDWIN
SUGAR MUSEUM, LOCATED AT 3957 HANSEN ROAD,
PUUNENE, ISLAND OF MAUI, HAWAII; TMK: (2) 3-8-006:004 (POR.)
(CP 1989/0002)**

Please be advised that the Department of Planning (Department) is in receipt of the application for a time extension of the CP referenced above. Ordinance No. 3827 allows the Planning Director (Director) to approve time extensions of a CP, provided the following criteria are met:

1. The permit holder is in compliance with the conditions of approval;
2. The permitted use has not been substantially changed and new uses have not been added that may result in significant impacts above what would result from the approved CP;
3. Agencies have not identified new matters of concern that require mitigation; and
4. No protests are received from the owners and lessees of record located within 500 feet of the parcel on which the CP use is located.

The Department has determined that all the above criteria have been met.

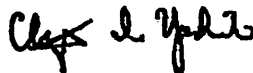
Pursuant to the aforementioned, a time extension of the CP (CP 1989/0002) is hereby granted subject to the following conditions:

1. That full compliance with all applicable governmental requirements shall be rendered.
2. That the CP shall be valid until **January 30, 2024**, provided that, an extension of this permit beyond this expiration date may be granted pursuant to Section 19.40.090 of the Maui County Code (MCC).

3. That the CP shall be non-transferable unless the Council approves transfer by ordinance.
4. That Alexander & Baldwin Sugar Museum, its successors and permitted assigns shall exercise reasonable due care as to third parties with respect to all areas affected by subject CP and shall procure at its own cost and expense, and shall maintain during the entire period of this CP, a policy or policies of comprehensive liability insurance in the minimum amount of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) naming the County of Maui as an additional [named] insured, insuring and defending Alexander & Baldwin Sugar Museum and County of Maui against any and all claims or demands for property damage, personal injury, and/or death arising out of this permit, including but not limited to: (1) claims from any accident in connection with the permitted use, or occasioned by any act or nuisance made or suffered in connection with the permitted use, or occasioned by any act or nuisance made or suffered in connection with the permitted use in the exercise by Alexander & Baldwin Sugar Museum of said rights; and (2) all actions, suits, damages, and claims by whomsoever brought or made by reason of the non-observance or non-performance of any of the terms and conditions of this permit. The CP shall not be effective until Alexander & Baldwin Sugar Museum transmits proof of insurance to the Department. A copy of the Certificate of Insurance naming County of Maui as an additional named insured shall be submitted to the Department within ninety (90) calendar days from the date of transmittal of the ordinance, and each year thereafter.

Thank you for your cooperation. If additional clarification is required, please contact Staff Planner Livit Callentine at livit.callentine@mauicounty.gov or at (808) 270-5537.

Sincerely,



CLAYTON I. YOSHIDA, AICP
Planning Program Administrator

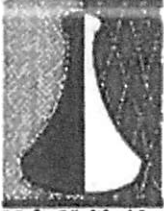
for WILLIAM SPENCE
Planning Director

xc: John S. Rapacz, Planning Program Administrator (PDF)
Livit U. Callentine, AICP, Staff Planner (PDF)
Gerald Azbill, Plans Examiner (PDF)
County Clerk's Office
Development Services Administration
John Min, Consultant
Project File
General File

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9/5/25

Maui Historical Society



Hale Hō'ike'ike
BAILEY HOUSE

Board of Trustees

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U'Iani Bailey Todd
Cindy Mei
Lawrence
Ben Lowenthal
Scott Westerberg

Executive Director
Naomi "Sissy"
Lake-Farm

Hale Hō'ike'ike at the Bailey House

2375 A Main Street, Wailuku, Hawai'i 96793

Tel: 808.244.3326 | Email: info@mauimuseum.org | Web: www.mauimuseum.org

The Maui Historical Society shall collect, preserve, study, interpret, and share the history and heritage of Maui. As caretakers of the land, artifacts, photographs, and documents entrusted to our care. It is our responsibility to ensure that the cultural roots and history that define our community will continue to be here for future generations.

**DEPT. OF PLANNING
COUNTY OF MAUI**

SEP 26 2019

RECEIVED

County of Maui Planning
Department One Main Plaza 2200
Main Street STE 315 Wailuku, HI
96793

Dear Planning
Commissioners,

I am writing to urge you to support the expansion efforts of the Alexander & Baldwin Sugar Museum at 3957 Hansen Road, Puunene. Their acreage of their lease lands have been extended, and the planned use will include development of a "Heritage Garden" for public enjoyment, space for outdoor events available for community use, an additional exhibit building to house the museum's 1883 locomotive "Claus Spreckels" and "Kalakaua Coach Car," and expanded display space.

With the closing of the state's last sugar plantation, the need for the Sugar Museum to continue to educate people about one of the most significant and influential periods in Maui's history is more important now than ever before. The Sugar Museum provides educational programs that teach and inform the people of Maui and the world about Maui's sugar history and plantation heritage, and how it helped shape our current island society and landscape.

The Alexander & Baldwin Sugar Museum is a 501(c) (3) non-profit organization dedicated to preserving and presenting the history and heritage of Maui's sugar industry and the multi-ethnic plantation life it engendered.

Sincerely,

Naomi "Sissy" Lake-Farm, Executive Director
Maui Historical Society
Hale Hō'ike'ike at the Bailey House
2375-A Main street
Wailuku, HI 96793
(808)244-3326

1915034

DEPT. OF PLANNING
COUNTY OF MAUI

SEP 26 2019

RECEIVED

September 19, 2019

Maui County Planning Commission
c/o County of Maui Planning Department
2200 Main Street, Suite 315
Wailuku, HI 96793

Dear Chair and Members:

For 140 years, sugarcane was the mainstay of Maui's agriculture, employing thousands of people. The growth of Hawaii's sugar industry and its demand for laborers brought workers from Europe, Asia and the South Pacific to work in the Hawaiian Islands. Most of the workers stayed and contributed to the multicultural society Hawaii enjoys today. Both of my grandfathers worked for Maui Agricultural Company as did my father. I grew up in Hamakuapoko, a plantation camp. My brother worked for HC&S in the trucking division. His sons worked at Kahului Trucking, part of Alexander & Baldwin Co.

The end of Maui's sugar industry in December 2016 caused our residents to realize that a large part of their history was gone. The velvet green fields of sugarcane would live on in memory only. Almost every person born on Maui between 1850 and 1950 had some connection to the sugar industry. That connection is best captured in the displays and exhibits housed at the Alexander & Baldwin Sugar Museum. The Museum contains our story—the glories of achievement and the sadness of loss. The remnants of equipment on display charted evolving mechanization that helped both field laborers and mill workers. When people talk about "plantation mentality," I am reminded of something former HC&S Manager Richard Cameron once said. To paraphrase him, it was plantation mentality that found ways to increase annual harvests (resulting in higher wages for workers). It was plantation mentality that led to new inventions that moved the industry forward. It was plantation mentality that allowed workers to support their families and buy their homes. Plantation mentality made each of us feel connected to one another and thus, more willing to step forward and help when help was needed.

The Sugar Museum now confronts its most urgent challenge—to preserve the important history of sugar on Maui for future generations. It is imperative that this be done. This is the story of our people and one that must be told in order to understand who we are. The Sugar Museum is the single repository that encompasses Maui's multicultural history in trusteeship for those who are yet to come.

Please support the expansion efforts of the Museum to allow creation of a "Heritage Garden" for public enjoyment, space for outdoor events available for community use, and an additional exhibit building to house the locomotive "Claus Spreckels" and the "Kalakaua Coach Car."

Very truly yours,



Audrey Rocha Reed
111 Kahului Beach Rd. Apt. C313
Kahului, HI 96732

EXHIBIT 16

Alexander & Baldwin Sugar Museum

Conditional Permit Amendment

EXHIBIT "5"

Maui Planning Commission Meeting

December 10, 2019

Prepared for

Alexander & Baldwin Sugar Museum



MUNEKIYO HIRAGA

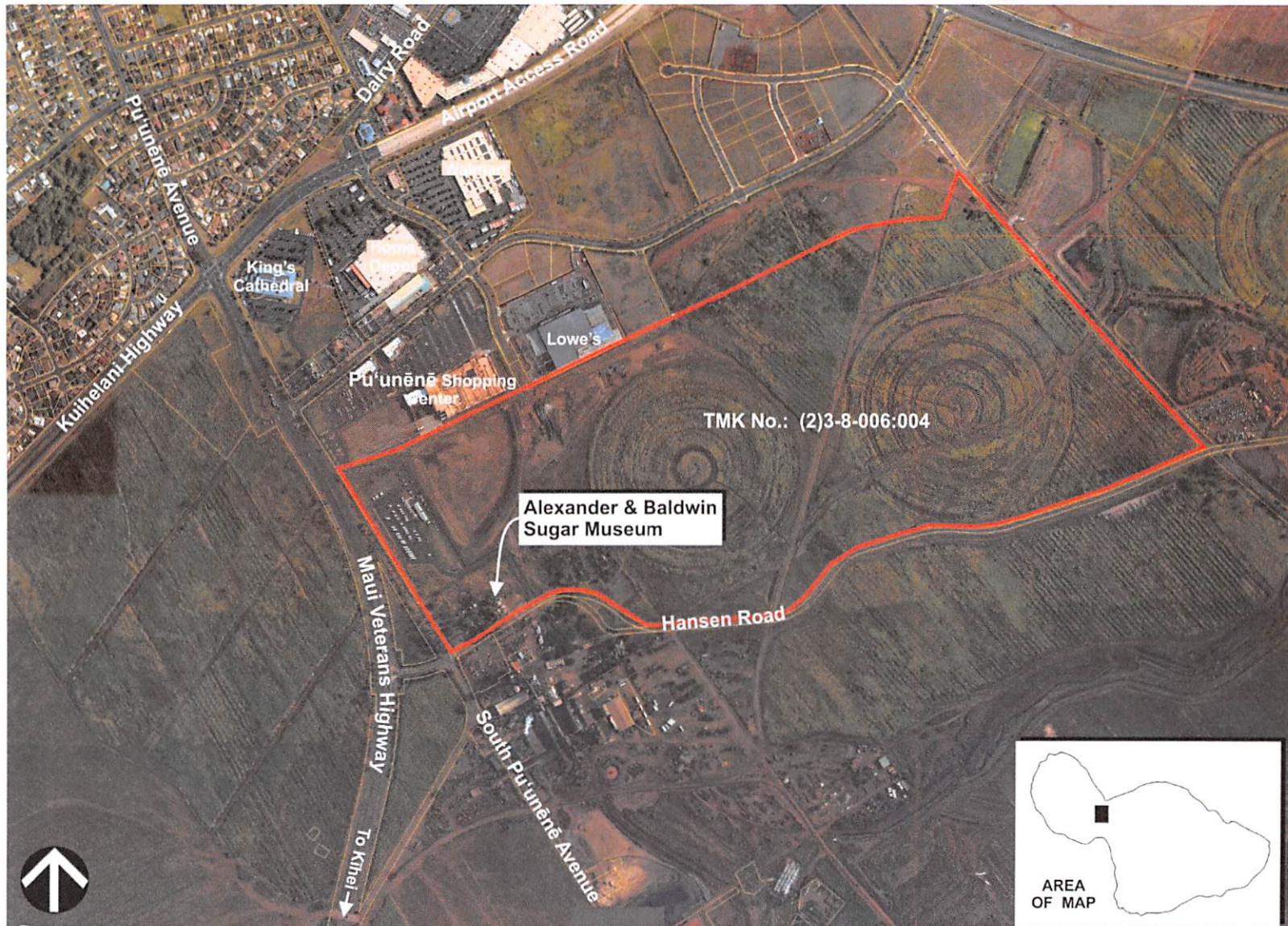
Request

The Applicant (Alexander & Baldwin Sugar Museum) is requesting the Maui Planning Commission's (MPC) favorable recommendation to the Maui County Council for an amendment to the Museum's Conditional Permit (CP) to account for a 2.393-acre expansion in leased area.

Museum History

- Established by grant with A&B in 1980 as a memorial to founders
- Developed on a 1.773-acre portion of TMK (2)3-8-006:004
- Museum is housed in an original Pu'unēnē town structure dating back to 1902
- Historical and cultural repository for artifacts, photos, and documents related to the sugar industry

Property Location and Land Ownership



Land Use Considerations

Land Use Consideration	Designation
State Land Use District	Urban
Maui Island Plan	Urban Growth Boundary
Wailuku-Kahului Community Plan	Heavy Industrial
County Zoning	R-1, Residential

Due to the R-1, Residential zoning designation, the Sugar Museum was granted a Conditional Permit in 1989 for the operation.

Subsequent time extensions were approved in 1992, 1994, 1999, and 2004. Most recently, a ten-year time extension was approved in 2014.

Photos



Photo No. 1: View of Museum
Parking Lot Entrance from Hansen
Road

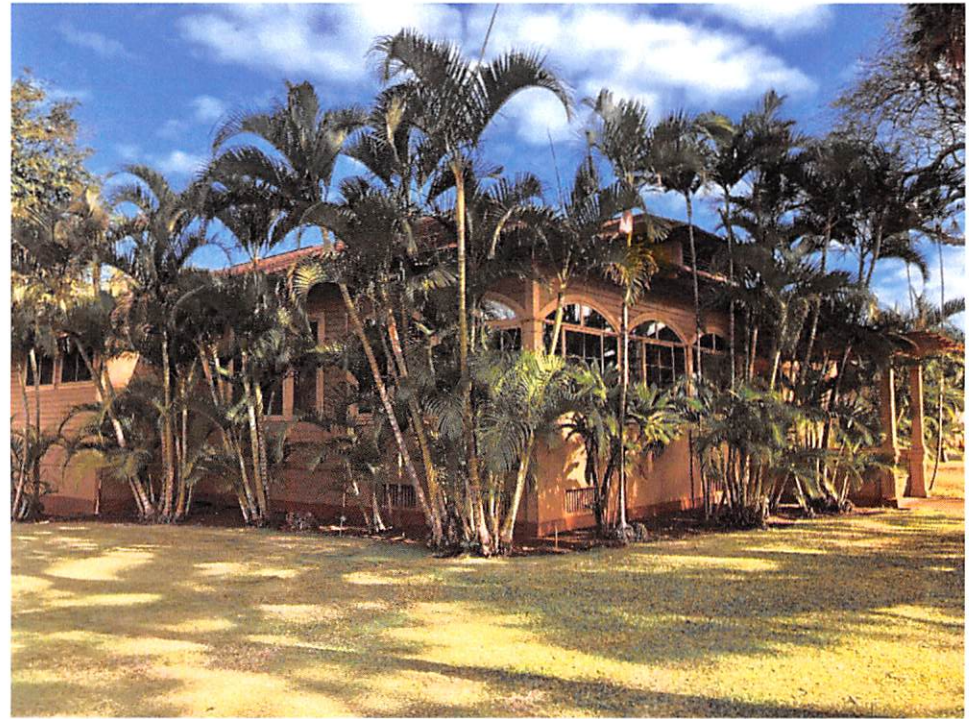


Photo No. 2: View of Museum
Building Looking North

Photos



Photo No. 3: View of Former Museum Director's Residence



Photo No. 4: View of Garage and Maintenance Shed

Photos



Photo No. 5: View of Existing Outdoor Exhibition Area



Photo No. 6: View of Future Exhibition Building Area Looking Towards Special Event Area

Photos



Photo No. 7: View of Special Event Area



Photo No. 8: View of Future Outdoor Exhibition Area

Photos

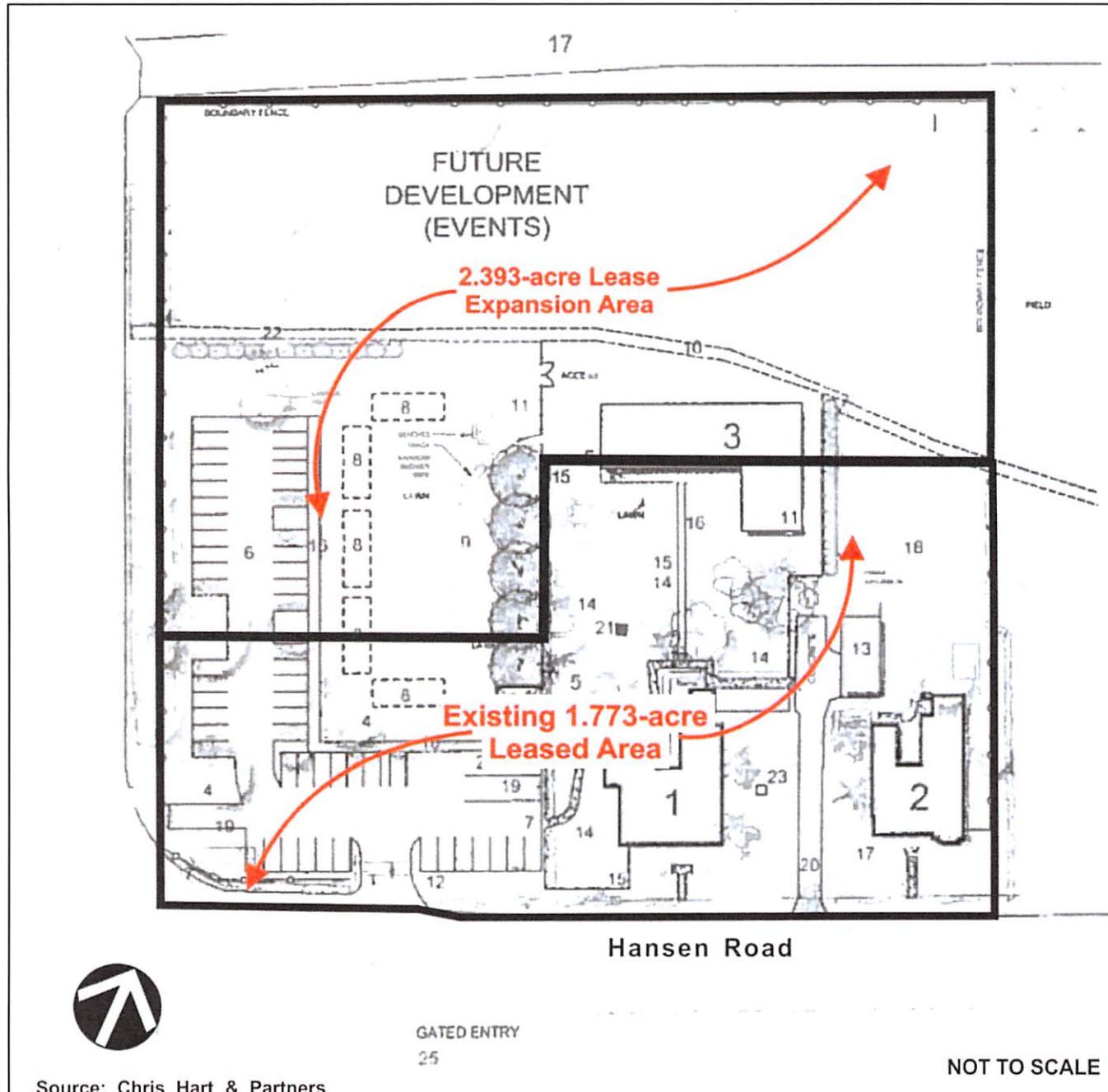


Photo No. 9: View of Future Parking Area

Lease Amendment

- The Sugar Museum received a new thirty-year lease from A&B in 2017, which terminates in 2047
- Lease includes an additional 2.393-acre expansion area which is currently vacant and undeveloped, bringing the total leased area to 4.166 acres
- Following execution of new lease, the Sugar Museum underwent a master planning process

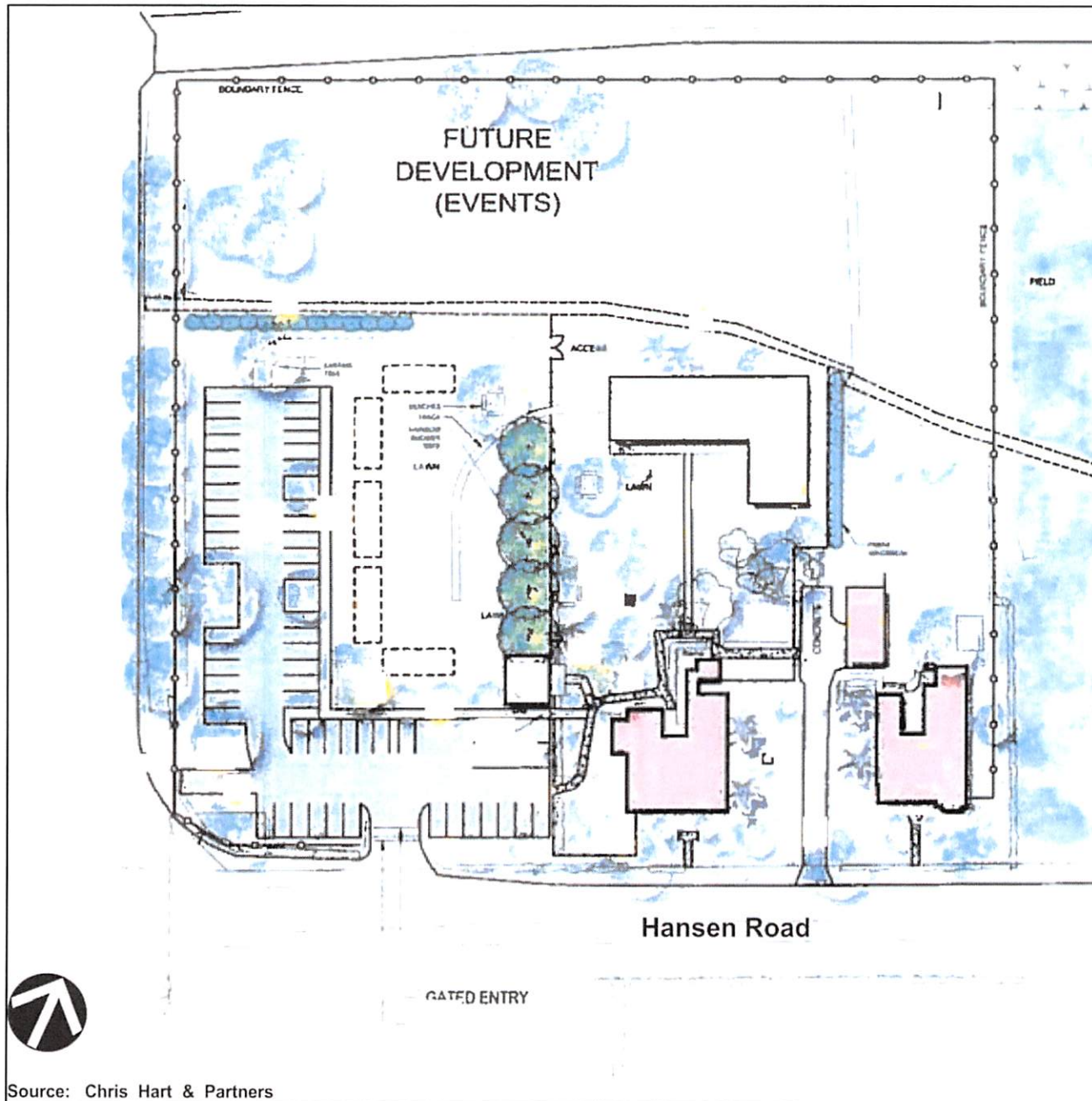
Lease Amendment



Master Plan

- Master Plan entails the development of a multi-purpose building and other uses including:
 - Additional outdoor display and garden areas
 - Additional vehicle and bus parking
 - Upgraded visitor circulation
 - Use of former Director's residence
 - Use of grounds for special events

Conceptual Master Plan



Source: Chris Hart & Partners

Special Events

- Proposed special events may include sugar and plantation-themed events, and events by other cultural groups
- Approximately six (6) events per year, with number of guests varying up to 200
- Option for all-day plantation-themed event similar to past Plantation Days events.

Impact Mitigation

- **Noise**
 - Events with music will be held within reasonable hours so as to not create noise-related nuisances
- **Parking**
 - Coordination will be undertaken with nearby properties to secure off-site parking options for temporary event parking
- **Visitor Counts**
 - Visitor counts are not anticipated to significantly increase; rather, the improvements are intended to enhance the museum experience

Next Steps

- MPC referral to Maui County Council
- Council Sustainable Planning and Land Use Committee Review and Recommendation
- Full Council Review and Action
- Amendment of CP by Ordinance

Summary

The Applicant (Alexander & Baldwin Sugar Museum) is requesting the MPC's favorable recommendation to the Maui County Council for an amendment to the Museum's CP to account for a 2.393-acre expansion in leased area.

Mahalo

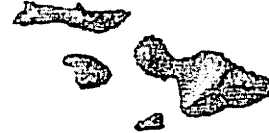
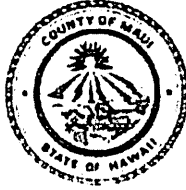
Existing Conditional Permit Conditions

- Full compliance with applicable governmental requirements
- CP valid until January 30, 2024, provided that extensions may be granted pursuant to Maui County Code, 19.40.090
- CP is non-transferrable unless approved by Council
- Valid Certificate of Insurance

Grant Award

- Sugar Museum received a grant in 2019 to establish a display for historic steam engine to be developed within the expansion area
- Grant will also be used for new landscaping within the Heritage Garden

MICHAEL P. VICTORINO
Mayor
MICHELE CHOUTEAU MCLEAN, AICP
Director
JORDAN E. HART
Deputy Director



**DEPARTMENT OF PLANNING
COUNTY OF MAUI
ONE MAIN PLAZA
2200 MAIN STREET, SUITE 315
WAILUKU, MAUI, HAWAII 96793**

December 12, 2019

Mr. Douglas Sheehan, President
A&B Sugar Museum Board of Directors
P. O. Box 125
Puunene, Hawaii 96784

Dear Mr. Sheehan:

SUBJECT: RECOMMENDATION OF APPROVAL OF AN AMENDMENT TO A CONDITIONAL PERMIT (CP) TO EXPAND THE A&B SUGAR MUSEUM LAND AREA AND FACILITIES, INCLUDING EXPANSION OF EXHIBITION AREAS, OUTDOOR DISPLAY AND GARDENS, ADDITIONAL PARKING, UPGRADED CIRCULATION, AND MUSEUM-RELATED EVENTS ON APPROXIMATELY 4.166 ACRES IN THE R-1 RESIDENTIAL DISTRICT AT 3957 HANSEN ROAD, MAUI TAX MAP KEY: (2) 3-8-006:004 (POR.), PUUNENE, ISLAND OF MAUI, HAWAII (CP 1989/0002)

At its regular meeting on December 10, 2019, the Maui Planning Commission (Commission) took public testimony and reviewed the above request, and after due deliberation, the Commission voted to recommend approval of the CP to the Maui County Council (Council) subject to the conditions listed below. The Council has the final review and approval authority for the CP.

1. That full compliance with all applicable governmental requirements shall be rendered.
2. That the CP shall be valid until January 30, 2024, provided that an extension of this permit beyond this expiration date may be granted pursuant to Section 19.40.090, Maui County Code (MCC).

MAIN LINE (808) 270-7735 / FACSIMILE (808) 270-7634
CURRENT DIVISION (808) 270-8205 / LONG RANGE DIVISION (808) 270-7214 / ZONING DIVISION (808) 270-7253

EXHIBIT "6"

3. That the Conditional Permit shall be nontransferable unless the Council approves a transfer by ordinance.
4. That Alexander & Baldwin Sugar Museum, its successors and permitted assigns shall exercise reasonable due care as to third parties with respect to all areas affected by subject Conditional Permit and shall procure at its own cost and expense, and shall maintain during the entire period of this Conditional Permit, a policy or policies of comprehensive liability insurance in the minimum amount of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) naming the County of Maui as an additional insured, insuring and defending Alexander & Baldwin Sugar Museum and County of Maui against any and all claims or demands for property damage, personal injury, and/or death arising out of this permit, including but not limited to: (1) claims from any accident in connection with the permitted use, or occasioned by any act or nuisance made or suffered in connection with the permitted use, or occasioned by any act or nuisance made or suffered in connection with the permitted use in the exercise by Alexander & Baldwin Sugar Museum of said rights; and (2) all actions, suits, damages, and claims by whomsoever brought or made by reason of the non-observance or non-performance of any of the terms and conditions of this permit. The Conditional Permit shall not be effective until Alexander & Baldwin Sugar Museum transmits proof of insurance to the Department of Planning.
5. That the Applicant shall develop the property in substantial compliance with the representations made to the Maui County Council in obtaining the CP. Failure to so develop the property may result in the revocation of the CP pursuant to Section 19.40.080, MCC.
6. That low level lighting shall be used on the buildings and within the landscaped areas, and parking lot lighting shall be fully shielded.
7. That no fireworks or pyrotechnics displays shall be deployed from the property.

Ms. Douglas Sheehan
December 12, 2019
Page 3

Thank you for your cooperation. If you have any questions, please contact Staff Planner Livit Callentine by email at lvit.callentine@mauicounty.gov or by phone at (808) 270-5537.

Sincerely,



MICHELE MCLEAN, AICP
Planning Director

xc: Clayton I. Yoshida, AICP, Planning Program Administrator (PDF)
John S. Rapacz, Planning Program Administrator (PDF)
Livit U. Callentine, AICP, Staff Planning (PDF)
Bryan Esmeralda, Munekiyo Hiraga (Mail, PDF)
Project File

MCM:LUC:rma

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**MAUI PLANNING COMMISSION
PORTION OF REGULAR MINUTES
ITEM B.1
DECEMBER 10, 2019**

Ms. McLean: Thank you Chair, you have five posted public hearing items. Today, the first is a request from Mr. Douglas Sheehan, President of Alexander & Baldwin Sugar Museum Board of Directors for an amendment to a Conditional Permit in order to expand the A&B Sugar Museum land area and facilities, including expansion of exhibition areas, outdoor display and gardens, additional parking, upgraded circulation, and hosting of museum-related events, on approximately 4.166 acres in the R-1 Residential District at 3957 Hansen Road in Puunene at TMK: 3-8-006:004 (por.). Livit Callentine is the project planner.

B. PUBLIC HEARINGS

1. **MR. DOUGLAS SHEEHAN, PRESIDENT, ALEXANDER & BALDWIN (A&B) SUGAR MUSEUM BOARD OF DIRECTORS, requesting an amendment to a Conditional Permit in order to expand the A&B Sugar Museum land area and facilities, including expansion of exhibition areas, outdoor display and gardens, additional parking, upgraded circulation, and hosting of museum-related events, on approximately 4.166 acres in the R-1 Residential District at 3957 Hansen Road, Puunene, Island of Maui, TMK: (2) 3-8-006:004 (por.) (CP 890002) (L. Callentine)**

Ms. Livit Callentine: Thank you Director and good morning Commissioners and Happy Holidays.

Mr. Carnicelli: Good morning Livit.

Ms. Callentine: This item is before you for review because the applicant is proposing an expansion of both the land areas and the uses established by ordinance since 1986. A Conditional Permit is required because the museum is neither a permitted nor a special use in the County R-1 Residential District. Five people have offered testimony in support of the application, no protests were received. In the your staff report the letters we've received are shown...two of them are shown in Exhibits 15 and 16, several more were provided to you by electronic message last week I believe. I'd like to introduce the applicant's consultant, Munekiyo Hiraga who is represented here today by Mike Munekiyo and Bryan Esmeralda, so I'm not sure which one of them is going to how a presentation but I think one of them is gonna come on up and show the presentation for you. Thank you.

Mr. Bryan Esmeralda: Aloha Chair Carnicelli and Commission Members, my name is Bryan Esmeralda of Munekiyo Hiraga.

Mr. Carnicelli: Good morning Bryan.

Mr. Esmeralda: I'm here on behalf of the A&B Sugar Museum to present their request for a Conditional Permit amendment. Before I begin I'd also like to note that the museum's Executive Director Holly Buland and the President of the Board of Directors Doug Sheehan are in the

1 audience today and will be available for questions following the presentation, and as Livit
2 mentioned Mike Munekiyo also from Munekiyo Hiraga is here as well.

3
4 The applicant, the A&B Sugar Museum is requesting the Maui Planning Commission's favorable
5 recommendation to the Maui County Council for an amendment to the museum's Conditional
6 Permit to account for a 2.393 acre expansion in the museum's leased area.

7
8 I'm sure everyone's familiar with the museum but just to provide some historical context. The
9 museum was established by a grant with A&B in 1980 as a memorial to the founders of A&B. It
10 was originally developed on a 1.773 acre portion of a larger TMK which is identified by...as TMK:
11 (2) 3-8-006: 004. The museum is currently housed in an original Puunene town structure which
12 dates back to 1902, and the museum serves as a cultural and historical repository for artifacts,
13 photos and documents related to the sugar industry on Maui.

14
15 Just to point out the location. The red outline here is the overall TMK, Parcel 004 and the museum
16 sits on a portion of the TMK here just off of Hansen Road across the street from the former HC&S
17 sugar mill. The museum site consists of the museum building, the former executive director's
18 residence, garage and shed as well as exhibition spaces.

19
20 In terms of land use considerations, the museum site is within the State Urban District. It's within
21 the Urban Growth Boundary as designated in the Maui Island Plan. The Wailuku-Kahului
22 Community Plan designation is Heavy Industrial, and as Livit mentioned the Zoning is R-1,
23 Residential and it's because of that Residential zoning designation that a Conditional Permit was
24 originally granted for the museum in 1989 and since then subsequent time extensions were
25 approved in 1992, 94, 99 and 2004. Most recently, a ten-year extension was approved in 2014.
26 So currently the Conditional Permit will expire in 2024.

27
28 Some photos of the site. The first photo is of the entrance to the parking lot off of Hansen Road.
29 The second photo is of the museum facade from Hansen Road looking north. Photo three is of
30 the former museum director's residence, photo four is the garage and shed located to the rear of
31 the director's residence. Photo five is of the existing outdoor exhibition area. Photo six is a view
32 of a future exhibition building which I'll explain in a few minutes looking towards the rear of the
33 site which would be the site for the proposed special events. Photo seven is of the special event
34 area as you can see it's currently undeveloped. Photo eight is of future outdoor exhibition spaces.
35 And Photo nine is of a future parking expansion area, and again, I'll go through all these proposed
36 uses in just a couple of minutes.

37
38 So the museum recently received a new 30-year lease from A&B in 2017. So this new lease will
39 terminate in 2047. The new lease included an additional 2.393 acre expansion area. Currently
40 it's vacant and undeveloped. So this expansion area brings the total leased area for the museum
41 up to 4.166 acres. Following the execution of this new lease the museum underwent a master
42 planning process to envision proposed expansion of uses within this new leased area. Just to

1 provide a visual representation, the current leased area is here, 1.773 acres which is on the
2 Hansen Road side of the leased area and the expansion area is located to the rear, 2.393 acres.
3 So again, total 4.166 acres currently leased to the museum by A&B.

4
5 So the master plan entailed the development of a new multi-purpose building which would house
6 a meeting room, restrooms and additional exhibition space as well as other uses around the site
7 including additional outdoor display and garden areas, additional vehicle and bus parking,
8 upgraded visitor circulation throughout the site. Use of the former director's residence for meeting
9 and community spaces as well as use of the grounds for special events. And this is the conceptual
10 master plan. The existing museum structure is here. Adjacent to that the residence and the
11 garage and shed to the rear, the existing parking area off of Hansen Road and the proposed new
12 uses would be the future multi-purpose building, additional outdoor exhibition space, additional
13 parking and the remainder of the site for the special event area.

14
15 With regards to the special events, the museum is proposing to hold special events to include
16 sugar and plantation themed events as well as other events by other cultural groups. The
17 museum has requested as part of their application to host up to six events per year with the
18 number of guests varying between events no more than 200. The museum would also like the
19 option to host an all-day plantation themed event similar to past events that they've held at the
20 museum.

21
22 In terms of impacts with regards to noise, events with music will be held within reasonable hours
23 so that they don't create any noise related nuisances. In regards to parking, should any of the
24 events require additional offsite parking the museum will coordinate with neighboring properties
25 to secure temporary offsite event parking. And in regards to visitor counts, the proposed uses
26 are not anticipated to significantly increase the visitor counts at the museum. More the
27 improvements are intended to enhance the visitor experience for the existing guests.

28
29 In terms of next steps, again we are here today to request the Planning Commission's
30 recommendation of the request to the Maui County Council. After referral to the Council it will be
31 heard by the Sustainable Planning and Land Use Committee who will make a recommendation
32 to the full Council for action, and if approved the amendment to the CP will be adopted by
33 ordinance.

34
35 Again to summarize, the A&B Sugar Museum is requesting the Planning Commission's favorable
36 recommendation to the Maui County Council of an amendment to the Conditional Permit to
37 account for the expanded lease area, total lease area now 4.166 acres. Thank you very much.

38
39 Mr. Carnicelli: Thank you Bryan. Livit I need...before we go to public testimony can you clarify
40 one thing for us please? In your recommendation on Number 7, it says 18 events, 50 attendees,
41 and then no more than six events shall be highlighted to celebrate, you know, the sugar museum.

1 And in Bryan's...in his presentation he said 200 people. So I'm just trying to...the staff report
2 doesn't match up kinda with what it is that they said, so if you would please clarify.

3
4 Ms. Callentine: Yes, thank you Mr. Chair. This condition was crafted in consultation with our
5 Director Michele McLean and I would like to ask her if she could address that...the crafting of
6 Condition Number 7.

7
8 Ms. McLean: Okay, so no more than 18 outdoor events with more than 50 attendees so the 200
9 attendees would be an event with more than 50 attendees.

10
11 Mr. Carnicelli: Okay.

12
13 Ms. Callentine: I think—Mr. Chair did I understand...you're asking how did it go from what the
14 applicant requested to what the Department is recommending? Was that more your—

15
16 Mr. Carnicelli: Yeah, is I mean it just reads kinda wonky for me right now in that is like this
17 maximum of 200 is not in here at all and it says no more than 18 events, okay, with more than 50
18 attendees may be held each calendar year. Can we say with less than 200? I mean, is it...you
19 know what I'm saying?

20
21 Ms. McLean: The idea Chair was that if there are fewer than 50 attendees then—

22
23 Mr. Carnicelli: It doesn't count.

24
25 Ms. McLean: --then there isn't a limit. If it's smaller like that.

26
27 Mr. Carnicelli: Okay.

28
29 Ms. McLean: If it's a smaller event with fewer than 50 attendees then there isn't a limit. If there's
30 more than 50...if there's 50 or more or more than 50 attendees then there's a limit of 18.

31
32 Ms. Pali: Eighteen total events.

33
34 Ms. McLean: Total events per year. So if you want to put a maximum on that too—

35
36 Ms. Pali: So we're recommending more than they want. He's saying only he only wants six, six
37 events.

38
39 Mr. Carnicelli: No it—okay, I'm just trying to get clear before we have public testimony though.
40 Okay, so we're gonna have to I guess wordsmith this a little bit at the end. But just I just wanted
41 to kinda address that before public testimony and somebody else goes down the rabbit hole like
42 I just did. So I'll take myself out of the rabbit hole and we'll open up for public testimony. Let's

1 see who do we have, Roger MacArthur. Oh, and also just so you guys know you have up to three
2 minutes and we have a brand new little blinky thing that Carolyn put up there for us so we have a
3 green light which means go, the yellow means you have 30 seconds left you don't have to stop
4 at the yellow light, and then the red means that your three minutes is up. So good morning Roger.

5
6 Mr. Roger MacArthur: Good morning what's the purple light for? Merry Christmas everybody.

7
8 Mr. Carnicelli: Merry Christmas.

9
10 Mr. MacArthur: And thanks for listening to our presentation. I'm Roger MacArthur and I'm the
11 treasurer of the organization and I have been for a number of years. I'm asking your support for
12 the A&B's Sugar Museum's expansion of their acreage of their leased lands has been extended
13 and planned use to include development of the heritage garden for public employment,
14 enjoyment, space for outdoor events available for community use and additional exhibit buildings
15 to house the museum's 1883 Claus Spreckels and the Kalakaua coach car and expanded display
16 areas. You know with the closing of the Sugar Museum....plantation, the need for the sugar
17 museum to continue its education people about one of the most significant and influential periods
18 in Maui's history is more important now. The sugar museum provides educational programs that
19 teach and inform the people of Maui and the world about Maui's sugar industry and the plantation
20 heritage.

21
22 Further, the requested expansion will hopefully generate further financial support for the museum
23 because the new attractions being added to the premises. It is noted that the attendance at the
24 museum has been on a steady decline since the closure of the sugar mill and I as a treasurer
25 have continued to be concerned about that dropping revenue and admissions. To give you an
26 idea of that in the last ten years our revenue has dropped from \$153,000 down to a \$117,000
27 which is a 23 percent decline in revenue. Furthermore, the attendance has dropped from about
28 28,900 per year down to 24,354 people so that's a 16 percent decline. It just was magic to have
29 that plantation with the smoke coming out of the chimney and the green beautiful fields of sugar
30 and people were attracted to the museum. Well we've lost that wonderful asset. It's no longer
31 there. And so we have now had to decide what can we do to generate interest of that museum.
32 And so that's part of our plan as it's being presented to all of you. Hopefully we can expand upon
33 our marketing skills in order to get people to come back and understand the beauty of the sugar
34 industry and what it meant to Hawaii and more importantly to Maui. So that is our presentation
35 and we hope that you will favorably and approve our request. I thank you very much. Aloha.

36
37 Mr. Carnicelli: Thanks Roger. Is there any questions for the testifier? Roger I actually have a
38 question for you. Is I'm glad you testified first 'cause when I was going through this my question
39 is you know you see A&B and you think that there's this unlimited amount of funds to be able to
40 you know run something like this. Are you guys a stand-alone?

41

1 Mr. MacArthur: We are stand-alone. We're nonprofit, yes. And the bulk of our...we do not make
2 money from revenues. We are very fortunate getting foundation help and from grants, and A&B
3 does provide us with a nice grant on an annual basis but yes, we are independent, we are
4 nonprofit.

5

6 Mr. Carnicelli: So this is going to help with that?

7

8 Mr. MacArthur: Absolutely.

9

10 Mr. Carnicelli: Okay, thank you. Thank you Roger.

11

12 Mr. MacArthur: Any other questions?

13

14 Mr. Carnicelli: Commissioner Thompson.

15

16 Mr. Thompson: I was wondering about the proposed steam engine.

17

18 Mr. MacArthur: Yes.

19

20 Mr. Thompson: And have you acquired one already?

21

22 Mr. MacArthur: We have two of them, yes.

23

24 Mr. Thompson: You have, okay and you're going to operate those there?

25

26 Mr. MacArthur: Yes.

27

28 Mr. Thompson: Are they going to run on like kerosene or something or are they gonna use—

29

30 Mr. MacArthur: I'll let Doug who really knows all about that. He's the mechanical guy, but we
31 already have one steam engine that we just put together. We had a grant, fortunately got a grant
32 and so we...part of our proposal we will be building a building to cover it up, provide elements not
33 coming into wipe it out. But yes, exactly.

34

35 Mr. Thompson: And right now you have what, 90 people a day or so go through there is that what
36 it is?

37

38 Mr. MacArthur: Yeah, about 90 to 100 I believe it is, yes.

39

40 Mr. Thompson: All right and how many people would it take to make it self-sufficient.

41

1 Mr. MacArthur: A lot more than we're getting right now. In answer to your question we get about
2 2,000...the last count November we had 1,700 people going through the front door.

3
4 Mr. Thompson: Thank you.

5
6 Mr. MacArthur: Thank you for your question.

7
8 Mr. Carnicelli: He's an engineer over in Lahaina that's why he wants to
9 know...Commissioner Castro.

10
11 Mr. Castro: I didn't know you could drive a choo choo. Well first of all it was a sad day when the
12 plantation closed and you are correct coming in on the airplane seeing that smoke you know,
13 coming up and seeing all the green lush green fields.

14
15 Mr. MacArthur: Yes.

16
17 Mr. Castro: Kinda takes away from those C&H sugar commercials.

18
19 Mr. MacArthur: Yeah, it sure does. It's a sad, sad day.

20
21 Mr. Castro: Are you acquiring any other equipment from the mill for display?

22
23 Mr. MacArthur: We have one more piece of equipment that will be on display to the big field that
24 we have and that's part of our marketing skills. We're trying to get that equipment out onto Hansen
25 Road and on out to the highway to bring it to the attention of passerbyers. You know we're really
26 in a very fortunate location, Hansen Road, people going to Hana and people going up to
27 Haleakala. So we're very fortunate with the location and we're trying to expand our marketing
28 skills and bringing out some of the heavy equipment because it does catch their eye, but that's a
29 good question. Thank you.

30
31 Mr. Castro: And as far as your marketing have you reached out to the hotels or condominiums
32 with brochures?

33
34 Mr. MacArthur: We're in the process of...yes, we have had to reevaluate our marketing. We took
35 it for granted for so many years because we had the mill, the smoke, and the beautiful green
36 velvet of sugar cane. It ain't there anymore and interesting enough for all of you, the museum
37 attendance throughout the country is down. People just...their desires when they travel,
38 museums aren't the top list anymore. Not that they...but you know, people are finding other
39 activities when they're here so it's required us to try to be more innovative and creative and we
40 are now in the process of really giving that some serious thought as to how to improve it. So if
41 any of you got any better ideas to help us out we'd appreciate it.

42

1 Mr. Carnicelli: Plantation themed weddings. Commissioner Tackett.

2

3 Mr. Tackett: Do you have plans for any maybe, maybe just a small portion of maybe organic cane
4 or something for people to look at and is there any thought towards...I think we have a few people
5 making vodka and things like that with some organic cane or something like that on island. Is
6 there any thought maybe a partnership with that?

7

8 Mr. MacArthur: That's a very good question. Yes, we are gonna do that because so many people
9 do not even know what sugar cane looks like except for the vodka farm and I was up there the
10 other day and they've done a great job of merchandizing that product. They've done a
11 tremendous job and they have a different species of sugar cane up there. So yes, we are going
12 to definitely implement the growth of some sugar cane to help give you a better feel of what, you
13 know, people don't know what sugar cane is, they used to but yeah thank you for that and answer
14 that question, yes we are.

15

16 Mr. Carnicelli: Commissioner La Costa.

17

18 Ms. La Costa: Thank you Chair. I have two questions for you Roger. Thank you for coming and
19 testifying today.

20

21 Mr. MacArthur: Thank you.

22

23 Ms. La Costa: So the sugar cane was part of my...there are several different species so would
24 that be some kind of exhibition that you would have so people would be drawn there additionally
25 to see agriculture?

26

27 Mr. MacArthur: That is our intent, yeah. Yeah, you gotta have some description of what kind of
28 sugar cane it is. I didn't really know there were different kinds of sugar cane until I went up to the
29 vodka farm and then they've got different species for different causes and maybe we'll come back
30 to you for an alcohol license I don't know, it sounds good to me, but anyway we're going to be
31 planting...plantation.

32

33 Ms. La Costa: I have traveled to several countries that have sugar cane and they also have little
34 stalks that they give to people so they can chew on them and everybody's walking around with a
35 stalk of sugar cane, and you know, all the kids are quiet because they're chewing on the sugar
36 cane so that's you know.

37

38 Mr. MacArthur: Or something like that.

39

40 Ms. La Costa: I love my cats, yes. So my second question is I notice a lot of reference to cultural
41 activities here, but is there any anticipation or are there any plans to allow other parties like
42 Christmas parties or weddings or receptions, anything like that?

1
2 Mr. MacArthur: That is our intent, yes. We have the...was formerly the manager's residence and
3 we have felt that have not been used to the max and so we are going, we are planning to definitely
4 expand the use of that facility. Ironically one of the problems we've had was the flies. When the
5 mill was operating there were so many flies there it was just really a tough, tough thing to have
6 an outdoor festivity during the day 'cause the flies would just drive you crazy, but the mill is closed
7 now so we're thinking maybe the amount of flies is not going to be that much of a problem when
8 we have outdoor events during the day time. But we think that the residence hall has got a lot of
9 opportunities for additional income from us and it's...we're excited about what we have ahead of
10 us. We're interviewing new director and the people we've talked to have really been excited about
11 the potential opportunity for getting that facility well-known. But you know we've got other
12 museums on this island they're all vying for the same dollar, but we think that we've got, we've
13 got a real advantage in our location and again, the fact that it's Hawaii's oldest industry and it has
14 so much heritage and history to Maui. I was going to mention something else what I thought
15 would be important but I've forgotten.

16
17 Ms. La Costa: And one last quick question please Roger. On the new section that you are looking
18 at it says events and future development. What kinds of future development have you anticipated
19 or are there any plans for that?

20
21 Mr. MacArthur: Well we wanted to put in additional...some of that equipment we feel might be
22 better under roof and because Mother Nature does take its toll and we're continually having to
23 paint and maintain the equipment because it's appealing to the people and so...and also maybe
24 have a larger facility, facilities at night that would lend itself to additional revenue and interest. So
25 you know it's...we're basically...we're in the entertainment business, we really are, we're there
26 to...and to make people aware of the sugar industry. I mean we...I think we have to help people
27 remember that Hawaii was sugar and pineapple that's what made this place so great and we don't
28 want to lose that, we want to continue that history of a great industry and that's really our goal.

29
30 Ms. La Costa: Thank you.

31
32 Mr. Carnicelli: Thanks Roger appreciate it.

33
34 Mr. MacArthur: Anyone else? One more.

35
36 Mr. Carnicelli: Commissioner Thompson.

37
38 Mr. Thompson: I apologize for never being there, but do you have a gift shop?

39
40 Mr. MacArthur: Yes, we do.

41
42 Mr. Thompson: Okay, great, yeah 'cause museums don't make money but gift shops do.

1
2 Mr. MacArthur: Well, you know that was my other point, for years when sugar was...when the
3 mill was open we would get a lot of...they would donate...HC&S would donate sugar to us and
4 that was a big, big source of income, you know, little packets and people...it's easy to put in your
5 purse or put in your suit case and take it home. And that generated a lot of income for us and
6 well of course with the mill closing down we don't have that avenue, that opportunity with that
7 product but it was a great source and at that time the facility was making money, the gift shop.
8 It's not making money now so we're getting...trying to be creative, t-shirts everybody got to get a
9 t-shirt.

10
11 Mr. Carnicelli: And booze.

12
13 Mr. MacArthur: Yeah, right.

14
15 Mr. Carnicelli: Thanks Roger, appreciate it. Bill Kohl.

16
17 Mr. Bill Kohl: Good morning.

18
19 Mr. Carnicelli: Good morning Bill.

20
21 Mr. Kohl: My name is Bill Kohl and I just came here to show support for the museum. Over the
22 years I've worked with them on indirectly on other projects. Well, for example the Claus Spreckels
23 steam engine that is currently over in Waikapu at the Maui Tropical Plantation. I was the guy that
24 came up with the whole thing of putting in the barn, the steam engine and the train over there. I
25 don't know if anybody's been there but...and then I put the big gears in the middle of the pond.
26 Anyway I'm really into preservation of history in that way and kinda telling a story and I think a
27 real good opportunity here is to allow them to kind of expand on their facility and keep that history
28 going 'cause I think it's really important and I think if they add plants and landscaping and kinda
29 make it a really nice place for people to come visit their numbers will go up you know it's part of
30 the whole marketing. The visibility should improve. But I just want to show support and I think it
31 would be great if you guys could help them out.

32
33 Mr. Carnicelli: Thank you Bill. I love the way that you design by the way. Super cool so help
34 these guys out.

35
36 Mr. Kohl: Yeah, I also helped out Mama's Fish House, put those augers in and all that stuff in.

37
38 Mr. Carnicelli: Yeah, yeah, awesome. Thank you very much. Any other questions? Thank you
39 Bill. Theo Morrison. Good to see you not on the west side.

40
41 Ms. Theo Morrison: I do come over. Good morning, my name is Theo Morrison, Executive
42 Director of Lahaina Restoration Foundation. We're here to support this project and are very

1 excited to see the expansion plans of the sugar museum. Lahaina Restoration Foundation has a
2 variety of museums in Lahaina for the different eras of Lahaina's history and we have a very, very
3 small plantation museum so I believe that, I'm not sure about this, but Maui, the sugar museum
4 has the largest collection of plantation artifacts in Hawaii...Maui, Maui for sure very close to being
5 the largest in Hawaii. Doing the history of an era which has recently closed is probably one of the
6 most difficult things because everybody just looks at your stuff as old junk and it's hard
7 to...(inaudible)...collect it because people are just throwing it away. So it's critical that this
8 expansion especially according to what I read they're going to be collecting or they already have
9 collected some of the big agricultural equipment from the plantation. If they don't get it now they
10 will never get it, and it just won't be there. And there's a world of difference between looking at a
11 photo of some of those huge machines and standing next to one to experience you know, the
12 enormity of the equipment, which was the enormity of this industry. So we think it's fabulous that
13 they're expanding and really hope you support this project. Thank you.

14
15 Mr. Carnicelli: Awesome. Thank you Theo. Any questions for the testifier? Doug Sheehan.

16
17 Mr. Doug Sheehan: Good morning Commission Members. I'm Doug Sheehan.

18
19 Mr. Carnicelli: Good morning.

20
21 Mr. Sheehan: I'm going to be deferring until later during the question and answer time rather than
22 testifying right now if that's all right?

23
24 Mr. Carnicelli: We may not have questions for you so speak now or forever hold your peace. You
25 never know, you got your three minutes take it.

26
27 Mr. Sheehan: Okay, I've been the president since 2007 so I've certainly seen a lot there. We
28 are...this expansion is exciting obviously for all of us. I've always been involved. I moved to Maui
29 in 1980 with my wife and kids, born and raised on Oahu. But anyway I was always working with
30 the sugar industry in my occupation. I'm retired now. So I understand all that...pretty much all
31 that has gone on in what makes sugar and it's just amazing the size, the amount of torque. You're
32 an engineer. I was talking to a gentleman yesterday from Arizona who was looking at some of
33 the crushing equipment, rollers we had and he said, you know we have cane over in Arizona and
34 I didn't believe him and he says, no we do but the rollers are only about this big and so he's
35 looking at these monstrous things that we have and so I threw out a figure to him. I said, the
36 crushing plant, the final mill at HC&S we calculated it about 16 million inch pounds of torque which
37 means one inch away you'd have to put 16 million pounds to turn that thing, correct me if I'm
38 wrong now. I just know enough to be dangerous. Anyway, there's just a lot of facts like that that
39 are not known by people out there that we're trying to get more and more to the people so they
40 go, wow I didn't know it was so involved. I found a book the other day...I still go into the mill, I'm
41 able to sign a waiver and I'm trying to collect a lot of the history that's still there that's a lot of it is
42 just being thrown away. And I found a bunch of manuals that were made not too long ago and it

1 talks about for a new employee the whole history of what's involved in making sugar and so I
2 have maybe three of about 20 these manuals and I'm trying to get the rest of them 'cause it just
3 talked about sugar cane as an example and I had no idea like Roger said you think it's called a
4 grass and you just grow it. Well, this one book talked about hundreds of varieties and how the
5 temperature and the bugs and the soil...what does that mean?
6

7 Ms. Pali: You're up.
8

9 Mr. Sheehan: That mean I'm talking too much.
10

11 Mr. Carnicelli: No, it just means your three minutes is up.
12

13 Mr. Sheehan: Anyway there's a lot of stuff like that that we're involved with. We're trying to bring
14 the last cane haul truck is still over there with a 80-foot long trailer. It's a 772 Cat. It's made for
15 rock quarries, they take the dump bed off and they make a big fifth wheel and then HC&S would
16 build the actual trailer to haul 70 or 80 tons of cane that's sitting there waiting to come over. We've
17 had to have the County cut down trees so that the only way we can get it in is down through old
18 Puunene Highway. We're gonna bring that in on display.
19

20 Mr. Carnicelli: Awesome. Thank you so much. If we have more questions for you we'll bring you
21 back up. Thanks Doug. Holly Buland.
22

23 Ms. Holly Buland: Good morning. My name is Holly Buland. I'm the current director of the sugar
24 museum. I've been with the museum for ten years, mostly as assistant director, and then recently
25 as the interim executive director and it's so important to preserve the history of the sugar industry
26 but mostly the heritage of the plantation and the immigrants that came from all over the world to
27 work in the fields in response to the needs, the labor needs of the industry. You know, today's
28 island society is descended from those original immigrants who came here, a lot of today's society
29 it's the social makeup of our islands and it's very important to preserve that for future generations
30 and to educate them. Some people may not even know their ancestors had come here originally
31 in the 1800's to work in the fields and we have a lot of information that can help them in our
32 archives for genealogical purposes and we're educating our elementary school students right now
33 with our education program we've had for 30 years that maybe your children might have gone
34 through, the second grade school program. It's just incredibly important to continue to educate
35 our youngsters about this really important part of history and now that the mill is gone it's even
36 more important to keep that up 'cause now there's no more visual for anyone to look at so that's
37 my two cents. Thank you very much.
38

39 Mr. Carnicelli: Awesome. Thank you Holly. Any questions for the testifier? Seeing none, thank
40 you Holly. Would anybody else like to testify on this particular item? Please come forward. Good
41 morning.
42

1 Mr. Warren Shibuya: Good morning Commissioners. Good morning Director, Michele.

2

3 Ms. McLean: Good morning former Commissioner.

4

5 Mr. Carnicelli: Please state your name for the record.

6

7 Mr. Shibuya: Warren Shibuya.

8

9 Mr. Carnicelli: Thank you Warren.

10

11 Mr. Shibuya: I'm a former Variance and Appeals Member, and Planning Commissioner and Maui
12 Advisory Group, advisor. I just wanted to lend my support for this expansion of the museum and
13 I hope that we can have this...your concurrence for it. I am one of the docents there and I invite
14 you to join me or if you are planning to visit the museum I'd be willing and very happy to guide
15 you through it. You give me the one-hour bit or you give me the two-hour bit or you want the
16 Japan General Counsel bit, I'll give you whatever you want. I grew up in Camp 5, Puunene and
17 after the strike my family was actually moved out, I mean asked to move out and we went to Kula
18 and actually it changed my life because now I was closer to the stars and I could see many of the
19 things. I actually retired from the Space and Missile System Center as a aerospace type of a
20 engineer. And so I just want you to know that yes, we have local folks that have been part of the
21 aerospace industry but yet I have a aloha for Hawaii and Maui in particular and so please come
22 to my briefing I would love to do that. Please work with the staff and they'll give me a call and
23 we'll arrange the time. Are there any questions?

24

25 Mr. Carnicelli: Seeing none, thank you Warren. Really appreciate you coming. Is there anybody
26 else that would like to come forward and testify on this particular item? Then without objection
27 we'll go ahead and close public testimony. I guess at this point in time we can open up the floor
28 for questions unless Bryan do you have anything else that you want to add or Livit?

29

30 Mr. Esmeralda: I don't, no.

31

32 Ms. Callentine: I do not, Mr. Chair.

33

34 Mr. Carnicelli: Okay, then we'll go ahead and start questions with Commissioner Freitas. And
35 guys just this first round, we'll do as many rounds as we need, let's do two questions each and
36 we'll go around and then after that, so Commissioner Freitas.

37

38 Mr. Freitas: Okay, my question is have you considered changing the zoning from Residential
39 because the last time I saw a house there was probably in the 80's that people actually lived in
40 and I think it would be so much easier than going through the many conditional permits that over
41 the years that you've gone through. Is there an obstacle or challenge that restricted you folks
42 from considering that?

1
2 Mr. Esmeralda: Thank you for that question. The issue is that the land is leased from A&B so
3 they retain the rights on the...you know to retain the land use designations should the lease expire
4 and not be renewed. But you know that question has come up, but at this time the desire is to
5 keep the conditional permit as long as possible. Thank you.

6
7 Mr. Carnicelli: Commissioner Thompson.

8
9 Mr. Thompson: No.

10
11 Mr. Carnicelli: Commissioner Pali. Commissioner Robinson.

12
13 Mr. Robinson: Thank you Santa. I have two questions. The first question is in the report it says
14 that we might expect up to 2,000 people a day like the old days and that you guys will find parking
15 from neighbors. Do you have any letters from neighbors saying that they will agree to that or what
16 is...or how many parking stalls do you have now? Can you help me grasp the numbers and how
17 that kind of event will happen through that?

18
19 Mr. Esmeralda: Sure, so with regards to that event it would be similar to events they've had in
20 the past and that would be maybe 2000 people over the course of the day. Like I mentioned
21 they've had events like that in the past so if I can maybe bring Holly or Doug up to kind of give
22 more information as to how they've handled those events in the past.

23
24 Mr. Robinson: Thank you.

25
26 Mr. Carnicelli: Just state your name for the record.

27
28 Mr. Sheehan: Doug Sheehan, President of the Board of the Directors. Around 2007 in that area
29 we had a Plantation Festival went on three or four years in a row. We were able to get permission
30 from the church at the far end on the highway there.

31
32 Mr. Castro: King's Cathedral.

33
34 Mr. Sheehan: King's Cathedral, and we had SpeediShuttle would offer their services and so we
35 took care of a lot of parking that way. Actually now with HC&S closed I'm sure we'd be able to
36 get permission in that lot right across the street where the old Puunene swimming pool was.
37 There's probably more parking available than there used to be when we did it. It went without a
38 hitch, you know, I mean the road, yeah there were a lot of people...we had police and we had
39 everything set up so it was pretty safe and stop the traffic if people were walking across the street
40 into the facility. And we are, you know, thinking that may be a way to generate more interest. We
41 are trying to get the local people to come in 'cause most of our visitor, you know our admissions
42 are tourists, so that's why we had these festivals.

1
2 Mr. Robinson: Thank you.
3
4 Mr. Sheehan: That's all?
5
6 Mr. Robinson: Another question to the Director, not the Planning Director, what was his name?
7 I'm sorry, whoever's in charge of the museum.
8
9 Ms. Buland: My name is Holly Buland and I'm the museum director.
10
11 Mr. Robinson: Thank you Holly. Is you were talking about the history of the museum and
12 unfortunately I haven't been to the museum, but have you folks reached out to any part of the
13 Native Hawaiian community and the effects the sugar cane had on Maui as maybe as part of your
14 exhibit. I know people are getting a lot more, a lot more open on the effects of everything, you
15 know over the years of the maybe the...you know a little small place, the displacement, the water
16 and how it came about. There's a lot of great things that happened but I think a whole history, is
17 might be you know, might be time where you know everybody gets a little say in it becomes more
18 of a whole full circle thing of what happened and where it was. That's just a recommendation.
19
20 Ms. Buland: Right. Yes, we have not specifically reached out to any groups but that is something
21 to take into consideration, yes.
22
23 Mr. Robinson: Thank you so much.
24
25 Ms. Buland: Thank you.
26
27 Mr. Carnicelli: Commissioner Tackett.
28
29 Mr. Tackett: I have no questions at this time.
30
31 Mr. Carnicelli: Thank you. Commissioner Castro.
32
33 Mr. Castro: No questions.
34
35 Mr. Carnicelli: Commissioner La Costa.
36
37 Ms. La Costa: Thank you Chair. My only question is will there be activities and forgive me if I
38 didn't understand this previously, will there be activities that are non-cultural because everything
39 again that I've seen all talks about cultural, cultural, cultural, so opening it up to non-cultural events
40 might also help with the coffers so that's my question.
41

1 Mr. Esmeralda: Well the intent is to highlight the sugar and plantation multi-ethnic, cultural history
2 of Maui but in terms of maybe revenue generation perhaps, but of course the main focus would
3 be cultural events.

4
5 Mr. Carnicelli: Commissioner Freitas.

6
7 Mr. Freitas: It says in this description of the project that the intent of the museum was a memorial
8 to the early sugar pioneers, Alexander and Baldwin. If you would like to get more of the local
9 community to attend and recommend this location based on what the intent of the museum you
10 kind of missing a good point was that the Hawaiians brought sugar cane here. Maybe you could
11 consider a small, small section that talks about that you know.

12
13 Mr. Esmeralda: Yeah, thank you for that.

14
15 Mr. Freitas: And then that way locals that come would be like okay, it's I mean little bit of what
16 Commissioner Robinson is saying you know, something cultural added in there.

17
18 Mr. Esmeralda: Thank you for that.

19
20 Mr. Carnicelli: Any other questions at this time? One quick question just because we've had
21 issues with boundaries in the past. It's gonna be surveyed?

22
23 Mr. Esmeralda: Yes.

24
25 Mr. Carnicelli: The addition will be surveyed, staked out, clearly delineated.

26
27 Mr. Esmeralda: I'm not sure that it has but—

28
29 Mr. Carnicelli: Not, not, I mean it will be.

30
31 Mr. Esmeralda: Right. Yes.

32
33 Mr. Carnicelli: Okay. Who should I ask the question about events? Holly do you want to do that
34 or—

35
36 Mr. Esmeralda: Or perhaps Doug maybe?

37
38 Ms. Buland: Say my name again?

39
40 Mr. Carnicelli: Sure.

41
42 Ms. Buland: Holly Buland, museum director.

1

2 Mr. Carnicelli: Thanks Holly.

3

4 Ms. Buland: Can I answer your question about the...we do in our, in our exhibit gallery we do
5 spotlight that the Hawaiians did bring sugar cane in its origination things so we do have a little bit
6 of that, but we could certainly expand on it too, that's also possible.

7

8 Mr. Freitas: Thank you for sharing that.

9

10 Ms. Buland: Thank you.

11

12 Mr. Carnicelli: So I'm just going to other conditional permits that we've had that are in this sort of
13 thing, I'll just be direct are you guys okay if we say no pyrotechnics?

14

15 Ms. Buland: Yes.

16

17 Mr. Carnicelli: Okay. Especially in light of some of the things that recently happened it's just like
18 I think that that would be a good condition to put on the permit is to say that okay you can events
19 but I think in the past we've said, you know no open fire greater than a candle or no open fire
20 greater than a tiki torch maybe or something to that effect just being what it is. I mean, would you
21 guys be open to that? I mean we're just a recommendation to Council so they're ultimately going
22 to make the decision but would you guys be open to that?

23

24 Ms. Buland: Yes.

25

26 Mr. Carnicelli: Okay.

27

28 Ms. Buland: You know if they ever come up with battery powered fireworks that would be great
29 too...(inaudible)...battery powered candles. Yes.

30

31 Mr. Carnicelli: And now I want to just go back to the events because if what we're trying to do is
32 allow you guys to generate income, right? I mean that's really what we want to do. So we have
33 six events up to 200 people, it's not like you guys have direct neighbors there, right at least now
34 you might eventually. I know a lot of people would like for you guys to have neighbors, but why
35 only six?

36

37 Ms. Buland: That is a good question. It is not...it was a number that was pretty much just thrown
38 out thinking, thinking about the past plantation days events was one a year. So why not try to do
39 six in light of us trying to put ourselves out in the community we can think of several more than
40 just one event a year. So it was just a random number thrown out.

41

42 Mr. Carnicelli: Cause a wedding can be more than 50 people.

1

2 Ms. Buland: Yes.

3

4 Mr. Carnicelli: Very easily. So if you're wanting to do weddings that you know plantation days
5 and five weddings 'cause that's all you got.

6

7 Ms. Buland: Yeah.

8

9 Mr. Carnicelli: And then you're trying to do a bunch of events less than 50 people. If really what
10 you're trying to do is generate income through doing events that's really kind of ultimately what
11 this is I think you're handcuffing yourselves.

12

13 Ms. Buland: Yes, and I'm not clear about where the 50 persons came into play 'cause I would
14 think that any event would be more than 50 people. I mean just a farmer's market is more than
15 50 people so I'm not clear about that.

16

17 Mr. Carnicelli: True, right, yeah, that be actually kinda a cool place for a farmer's market.

18

19 Ms. Buland: Yeah, that's one of our ideas too. When the agriculture in the area starts producing
20 that would be nice to have.

21

22 Mr. Carnicelli: Either Livit or Director I'm trying...I'm just amiss right now like what would be
23 something more normal that we would do for a conditional permit like this. You know somebody
24 that wanted to do events. I'm thinking of the Baldwin House out in Haiku.

25

26 Mr. Tackett: Baileys

27

28 Mr. Carnicelli: Oh Bailey House, you know some things like that. Is, is especially if they're talking
29 about okay, we're competing with other museums. Okay.

30

31 Ms. McLean: The condition that's in front of you now far outceeded, far exceeded what the original
32 request was.

33

34 Mr. Carnicelli: Okay.

35

36 Ms. McLean: And this was a Department recommendation because we want the museum to
37 succeed we wanted them to have more opportunities to do events than what they had requested.
38 And looking at this today if they want to do more then that's something the commission can
39 consider. But the way the condition is written right now there would not be a limit on outdoor
40 events with up to 50 people. For events with more than 50 people the limit is 18 and only six of
41 those could not have any relation to sugar, the plantation era, so those could just be a wedding
42 without any connection to the museum. The remaining 12 would have to be related to the

1 museum, would have to have the plantation or cultural theme. So that's what...so the Department
2 looked at what they had requested and went beyond that and used this description for them.
3 Whether that's what the commission wants, if you want to allow more people, if you want to allow
4 more events, if the applicant wants to allow more events or change those parameters then that's
5 up for the discussion right now, but that's how this came about. It's was based initially on what
6 the applicant requested and then we broadened it somewhat.

7
8 Mr. Carnicelli: Got it. So less than 50 unlimited. From 50 to 200, 18 of which 12 have to be
9 plantation themed, 6 can be whatever. So I'm gonna put it to you guys. What are you guys okay
10 with? I mean, how would you like to see this written or given? I'm seeing a no. Commissioner
11 Pali I'm gonna go to you first.

12
13 Ms. Pali: Oh okay. Yeah, I don't...is it normal that we would restrict? I mean it is kind of right
14 now out in nowheresville so to speak. There's no neighboring neighbors, we have Omaopio up
15 there but I don't feel like I have to...this is, this is good stuff. This is part of all of our history. I
16 don't feel like we have to micromanage so I don't feel like I need any of this for me personally.

17
18 Mr. Carnicelli: Okay. Commissioner Robinson.

19
20 Mr. Robinson: I just want to get some, some general clarification on things. You know we have
21 events, Town Action Committees they have their events, they come in for special permits. If it's
22 over, they're gonna be developing a new area, they're gonna have a Fire Code. Fire Code is
23 gonna give the amount of people can have inside, they're also gonna have recommendation on
24 what they can carry outside with the fire and I think that's the only thing that we really care about.
25 We did parking. So you know churches have weddings all the time and as much as people can
26 fit in the church you know. This is a nonprofit, this isn't a for profit entity. You know I think that's
27 where we just have to use our common sense and you know, and just County guidelines I think
28 should warrant this. I know it's in a special area. But you know my personal...(inaudible)...you
29 know it's exempt and should be treated like any other nonprofit, you know facility. Because the
30 words cultural, I don't know why it has to be in there. You know, I think again it's a nonprofit and
31 the reason...anything to benefit that nonprofit no matter how they use it you know shouldn't be
32 something that we should hand-tie them with is my feelings. Thank you.

33
34 Mr. Carnicelli: So you want no limit to events or it's...and just say basic Fire Code is gonna limit
35 the number of people.

36
37 Mr. Robinson: Yeah.

38
39 Mr. Carnicelli: And then so number of events just say whatever they can do, they can do.

40
41 Mr. Robinson: For me, it's you know it's putting cultural in there it's trying to...it's unfairly doing it
42 to somebody else that's in that same tax code or that same...you know to have a wedding or an

1 event. Now you know, it's to me it's all about safety, right. It's not gonna affect the neighbors
2 because of the parking. This is a five-year permit. This isn't a forever. You know it could always
3 be, but if there's complaints so my personal thing is is I want them to be successful. I just hope
4 they include more in the history of the museum than just the one angle of it and that's what kind
5 of what I'm going for, but other than that that's my idea.

6

7 Mr. Carnicelli: Okay, Commissioner La Costa.

8

9 Ms. La Costa: Thank you Chair. I concur with my fellow commissioners because I was concerned
10 about the Fire Code but it will be regulated but to hamstringing them by saying it has to 12 cultural
11 events I don't think that that benefits the museum. So if you all want to have plantation day I will
12 be there, if you want to have someone's wedding then you'll get revenue from that and help the
13 museum grow and so best of luck and I don't want to restrict it.

14

15 Mr. Carnicelli: Does anybody else have any comment? So...oh, Commissioner Tackett, sorry.

16

17 Mr. Tackett: So I agree with what was said here today. No matter what your outlook on the
18 industry was, the fact is is that my son, his grandparents one of them owns a house in Wahikuli
19 and they were over three-quarters Hawaiian and one of them owns a house up Lahainaluna Road
20 and they are also three-quarter Hawaiian and it was an industry that allowed Hawaiians to
21 purchase a house and to own land at those times just like there are very few opportunities now
22 for people of that descent to achieve those goals. I'm always supportive of anything that allowed
23 people from an area to stay in an area and to support families and this is an imperfect world and
24 I'm not saying that everything was good or that everything was bad about it but I do know for a
25 fact that a lot of families derived their livelihood from this industry and a lot of them weren't natives
26 in nature and so I'm completely supportive of what you guys are doing and I know that my son's
27 grandparents were fortunate to have opportunities that allowed them to stay here and to purchase
28 a home in this place, so yeah I'm totally, totally in favor.

29

30 Mr. Carnicelli: Thank you Commissioner. So do we have an appetite of just scratching
31 Number 7?

32

33 Ms. La Costa: Yes.

34

35 Ms. Pali: Yep.

36

37 Mr. Carnicelli: Just scratching it. Okay. Right, and then are you guys okay with adding something
38 about fireworks, pyrotechnics, Commissioner Robinson.

39

40 Mr. Robinson: The question I have is the candle thing if they have a...of course fire is everywhere
41 I understand and dry and that's where I think the special events if they're gonna have a cookout
42 you know that's more than a candle you know just on a regular gas flame so I'm not sure. The

1 pyrotechnics I understand that's one thing but if they're gonna have...you're gonna use all that
2 outdoor area that's where I'm concerned about limiting that unless...I don't know what the normal
3 function is for an outdoor event if they do get a special permit or they do have to go through there
4 I'm not sure. But I am concerned about fires, but besides pyrotechnics that other limit I'm not.

5
6 Mr. Carnicelli: Okay, so I mean we don't have to do the open flame thing, we can just...'cause
7 like you said what if they're doing a barbeque gas grill something like that. Pyrotechnics though
8 you guys okay with limiting pyrotechnics, yes? Okay, Director if you would read kind of what it is
9 that you scribbled down.

10
11 Ms. Pali: I have a question.

12
13 Mr. Carnicelli: Yeah, Commissioner Pali.

14
15 Ms. Pali: If we were to want to do let's say pyrotechnics is that...they still have to go through
16 certain County permits anyway whether we exclude it or I mean let's say we kept it open they
17 would still have to go through the proper permitting process anyway, right? And at that time
18 wouldn't they look at the area and deem like oh, that's probably not the best area, it's not over
19 water, it's where all the bush fires are common, so do you feel like you still want to add that in
20 there?

21
22 Mr. Carnicelli: Let's hear what her answer is.

23
24 Ms. McLean: Yes a permit is needed for aerial fireworks but I don't know what review process
25 entails. I simply don't know if it includes concerns about fireworks because my guess is that they
26 don't anticipate fire coming to the ground so I don't know if it's...I don't know what kind of review
27 there is for it.

28
29 Mr. Carnicelli: The other thing too is we're recommendation so we can have it in there or not and
30 it's gonna go to Council and they have the final say. Director if you would read just what it is that
31 you kinda scribbled out if we in fact want to use that as a condition?

32
33 Ms. McLean: Just that no fireworks and pyrotechnic displays shall be allowed or that fireworks
34 and pyrotechnic displays shall be prohibited.

35
36 Ms. Pali: Okay.

37
38 Mr. Carnicelli: Okay, we kinda okay with that consensus? Okay, Livit I see you grabbed the mic
39 did you want to say something?

40
41 Ms. Callentine: Yeah, I was just gonna, just to kinda craft it just a little bit more that no fireworks
42 I forgot what did she say, aerial...pyrotechnic displays shall be deployed from the property.

1
2 Mr. Carnicelli: It seems to be okay, yeah. And then you know Bryan you guys can maybe before
3 it goes to Council do a little homework on finding out like what it takes to get that permit and how
4 safe it is and isn't or something like that. You can say that you know we're not married to this
5 when it comes to Council if in fact there is as Commissioner Pali said, if there's you know
6 safeguards in place and this is something that you guys would like to have then you know make
7 your case in front of Council that's fine with us.

8
9 Mr. Esmeralda: Thank you.

10
11 Mr. Carnicelli: Anything else? So Livit if you would give us your recommendation please.

12
13 Ms. Callentine: Thank you Mr. Chair. The Department finds that the proposed uses would not
14 be significantly detrimental to the public interest, convenience, and welfare and will be in harmony
15 with the area. The Department is recommending that the Commission recommend approval to
16 the Maui County Council of an amendment to the existing conditional permit subject to six
17 standard conditions and one new amended condition, Number 7 which we just discussed. So
18 that would delete the Condition 7 that is shown in your recommendation and that would add the
19 new condition. And I'd also like to amend the last paragraph on Page 20 of the report just...we
20 erroneous referred to a Land Use Commission permit so I'd like to actually read the correct
21 language and I will make this correction. In consideration of the foregoing the Department of
22 Planning recommends the Maui Planning Commission recommend approval of the Conditional
23 Permit with conditions to the Maui County Council and authorize the Director of Planning to
24 transmit its recommendation to Maui County Council and adopt the Planning Department's report
25 and recommendation prepared for the December 10, 2019 meeting as its findings of fact,
26 conclusions of law, and decision and order and authorize the Director of Planning to transmit said
27 written decision and order. Thank you.

28
29 Mr. Carnicelli: Thank you. Do I have a motion? Commissioner La Costa.

30
31 Ms. La Costa: I so move to approve pursuant to Ms. Livit's readings.

32
33 Mr. Carnicelli: Move to approve as recommended by Staff. Do I have a second? Seconded by
34 Commissioner Pali. Any discussion on the motion? Commissioner Pali.

35
36 Ms. Pali: Yeah I think this is just one of those feel good requests. It's sometimes we don't get fill
37 good ones and this feels really good and all of the above just being able to just pass down the
38 legacy of the people who came before us. I had many summers at Lahaina pump and so I have
39 my fair share of memories being there and I think that our kids and their kids and their kids should
40 know and so I appreciate all the hard work that you guys do and we're happy to support this.

41

1 Mr. Carnicelli: Good. Anybody else? Yeah, this is one of those rare ones where nobody walks
2 out sad or mad. Director...oh, Commissioner Freitas.

3
4 Mr. Freitas: I'd like to say to Roger that I am one that like to go to museums when I go on vacation
5 and I'd like to see this one go through as well.

6
7 Mr. Carnicelli: And Warren is gonna give you too. Actually I was fortunate enough to actually do
8 the tour of the mill while it was running that was powerful, that was super powerful, that was super
9 cool. I wish we could still do that, but Director.

10
11 Ms. McLean: Thank you Chair the motion on the floor is to approve the...or excuse me, to
12 recommend approval to the County Council of the conditional permit subject to the seven
13 conditions and language as modified.

14
15 Mr. Carnicelli: All those in favor please raise your hand? Unanimous, seven ayes.
16 Congratulations. Good luck at the County Council and good luck getting all your events filled up
17 as well.

18
19 Mr. Esmeralda: Thank you very much for your time and support today.

20
21 **It was moved by Ms. La Costa, seconded by Ms. Pali, then unanimously**

22
23 **VOTED: To Recommend Approval of the Conditional Permit to the County**
24 **Council as Recommended by the Department with the Seven**
25 **Conditions and Language as Modified.**

26
27 **(Assenting – P. D. La Costa, K. Pali, K. Freitas, D. Thompson,**
28 **K. Robinson, C. Tackett, S. Castro)**
29 **(Absent – T. Gomes)**

30
31 Respectfully Submitted by,

32
33
34 **CAROLYN TAKAYAMA-CORDEN**
35 **Secretary to Boards and Commissions II**
36