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**COUNTY COUNCIL**  
COUNTY OF MAUI  
200 S. HIGH STREET  
WAILUKU, MAUI, HAWAII 96793  
[www.mauicounty.gov/council](http://www.mauicounty.gov/council)

August 6, 2010

Mr. Christopher Hart  
Chris Hart and Partners, Inc.  
115 N. Market Street  
Wailuku, Hawaii 96793

Dear Mr. Hart:

**SUBJECT: COMMUNITY PLAN AMENDMENT AND CONDITIONAL PERMIT FOR MAUI OCEANFRONT INN AND SARENTO'S ON THE BEACH RESTAURANT (KIHEI) (LU-25)**

May I please request your response to the following:

1. Provide a copy of the letter of authorization and any approvals required by Sections 19.40.030 and 19.510.010(D)(1), Maui County Code, and Section 2.4.1 of the Settlement Agreement,<sup>1</sup> which would allow Western Apartment Supply & Maintenance Co. ("Western") to proceed with the Conditional Permit and Community Plan Amendment applications.
2. Revocable Permit No. 7235, dated December 1, 2000, permits Western to occupy a portion of TMK: (2) 3-9-04:001, consisting of "0.694 acres, more or less". The acreage converts to 30,230.64 square feet. The parcel was subsequently subdivided and the property that is referenced in connection with the Conditional Permit application is now designated TMK: (2) 3-9-04:149, and consists of approximately 35,932 square feet.
  - a. Since the Revocable Permit is for an area that is approximately 5,700 square feet less than Parcel 149, should the proposed Conditional Permit be for a 30,231-square-foot portion of Parcel 149 only, or is Western seeking authorization to occupy the whole of Parcel 149? Please explain the discrepancy and how it is being resolved.

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<sup>1</sup> The Settlement Agreement is attached as Exhibit "6" to the "Maui Planning Department's Report to the Maui Planning Commission November 25, 2008 Meeting".

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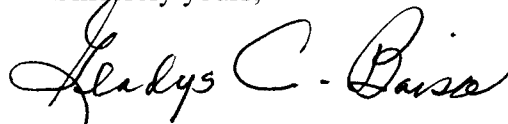
- b. The Settlement Agreement refers to Western's intent to seek a lease of Parcel 149 from the State, through its Board of Land and Natural Resources (see page 3, first full paragraph), and of certain terms that must be contained in that lease (see Section 2.5.1). What is the status of the contemplated lease?
3. What is the status of each of the mitigation measures set forth in Sections 2.5.2 through 2.5.5 of the Settlement Agreement?

I would appreciate receiving your response **by Monday, September 13, 2010.**

To ensure efficient processing, please include the relevant Committee item number in the subject line of your response.

Thank you for your attention to this matter. Should you have any questions, please contact me or the Committee staff (Carla Nakata at 270-7659, or Pauline Martins at 270-8039).

Sincerely yours,



GLADYS C. BAISA, Chair  
Land Use Committee

lu:ltr:025a03:cmn

cc: Ann Cua, Deputy Planning Director  
Joseph Prutch, Planner, Department of Planning  
Western Apartment Supply & Maintenance Co.