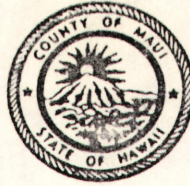


Action

Nov 27 - Jan 11

SP74-194 - MRS. EVELYN MILNE (Makawao, Maui)

MAUI PLANNING COMMISSION
Stanley Okamoto, Chairman
Victoria Chung, Vice Chairman
Zadoc Brown
Joseph Felipe
Joseph J. Franco
David T. Fukuda
Lois Z. Haling
Joe C. Ventura
Roy Suda
Ralph Hayashi, Ex-Officio
William Haines, Ex-Officio



HANNIBAL TAVARES
Mayor

TOSH ISHIKAWA
Planning Director

CHRISTOPHER L. HART
Deputy Planning Director

COUNTY OF MAUI
PLANNING DEPARTMENT

200 S. HIGH STREET
WAILUKU, MAUI, HAWAII 96793

December 17, 1984

SP-194

LAND USE COMMISSION
STATE OF HAWAII
DEC 20 2 27 PM '84

Mr. Thomas R. Cole
Attorney at Law
P. O. Box 284
Wailuku, HI 96793

Dear Mr. Cole:.

Re Land Use Commission Special Use Permit Extension -- Kalama
Hills Kennels, TMK 2-4-09:Por. 1, Makawao, Maui.

The Maui Planning Commission at its regular meeting of December 14,
1984 voted unanimously to approve the subject Land Use Commission
Special Use Permit Extension, provided the following conditions are
met:

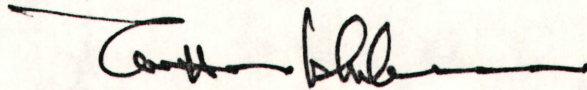
1. That the original conditions set forth in the approval
letter dated December 17, 1979 shall continue to be
maintained (see attached letter) with the following
modifications:
 - a. That condition No. 1 shall be modified to read as
follows: "That the request shall be granted for a
period of 10 years from the date of the final approval
subject to further extension upon a timely
reapplications and a favorable review by this Planning
Commission."
 - b. That condition No. 3 shall be deleted in its entirety.
2. That the approval shall be invalid should the applicant
cease operation of the kennels.

A copy of the Staff report and recommendations dated December 14,
1984 is enclosed for your reference.

Mr. Thomas R. Cole
December 17, 1984
Page 2

If additional clarification is required, please contact
Ms. Ann Molina of this office.

Very truly yours,



TOSH ISHIKAWA
Planning Director

AM:hk

Encl.

cc: LUCA

Mrs. Evelyn Milne

✓ A. Molina

✓ G. Furutani

December 14, 1984

TO: Maui Planning Commission

FROM: Planning Department Staff

SUBJECT: MR. THOMAS R. COLE on behalf of MRS. EVELYN MILNE, requesting an extension of a Land Use Commission Special Use Permit to operate the Kalama Hill Kennels at TMK 2-4-09: portion 1, Makawao, Maui.

A. PHYSICAL CHARACTERISTICS

1. Location -- The Kalama Hill Kennels is located off of Makawao Avenue, Makawao, Maui.
2. Total Land Area -- 33.23 acres
3. Land Use Designations --

State Land Use Designation - Agriculture
General Plan Designation - Agriculture
Zoning Designation - Agriculture

4. Surrounding Land Uses --

North - Dr. Cleghorn's office
South - Pasture land
East - Pasture land
West - Maui Horse Center Stables

B. PROJECT BACKGROUND

1. On November 20, 1974, a Land Use Commission Special Use Permit was granted for 2 years to Mrs. Evelyn Milne for the operation of a dog boarding kennel at the Kalama Hill Kennels in Makawao. Because no reapplications were made within the two year period, the Special Use Permit expired.
2. At its December 14, 1979 meeting, the Maui Planning Commission unanimously voted to reapprove a Land Use Commission Special Use Permit for the operation of a dog and cat kennel at the Kalama Hill Kennels. This permit was granted for a period of 5 years from the date of final approval subject to further extension upon a timely reapplication and a favorable review by the Planning Commission.
3. Today, the applicant is requesting Planning Commission approval to extend operation of the boarding kennel in Makawao. The kennel is located on less than one acre of land. The kennel maintains 26 kennels for both dogs and cats and has an average occupancy of approximately 21 animals per day. It should be noted that the approval was granted for 30 kennels under the present permit.

C. ANALYSIS

Based on the December 6, 1984 staff visit, there are no apparent discrepancies or violations that would affect the applicant's request. The applicant has fully complied with the six (6) conditions set forth by the Planning Commission (see attached letter dated December 17, 1979).

To our knowledge, there has been no complaints regarding the operation of the kennel.

Staff Report
Kalama Hill Kennels
December 14, 1984
Page 2

D. LETTERS IN SUPPORT OR OPPOSITION

As of this date, the department has received 24 letters and one phone call in support of the request. In addition, no letters in opposition of the project have been received.

E. RECOMMENDATIONS

The Planning Department recommends approval of the extension to operate a dog and cat boarding kennel at the Kalama Hill Kennels subject to the following conditions:

1. That the original conditions set forth in the approval letter dated December 17, 1979 shall continue to be maintained (see attached letter).
2. That the approval shall be invalid should the applicant cease operation of the kennels.

PLANNING COMMISSION
Patrick Kawano, Chairman
Marvin Romme, Vice Chairman
Mary Cabuslay
Charles Ota
Rogelio Tacdol
Wesley Wong
Harlow Wright
Wayne Uemae, Ex-Officio
Tatsumi Imada, Ex-Officio



Hannibal Tavares

XXXXXXXXXX
Mayor

Tosh Ishikawa
Planning Director

Yoshikazu "Zuke" Matsui
Deputy Planning Director

COUNTY OF MAUI
PLANNING DEPARTMENT

200 S. HIGH STREET
WAILUKU, MAUI, HAWAII 96793

December 17, 1979

Mrs. Evelyn A. Milne
140 Mauka Place
Kula, Hawaii
96790

Dear Mrs. Milne:

Re: Land Use Commission Special Permit -- Kennel,
TMK 2-4-09:portion of 1, Makawao, Maui.

The Maui Planning Commission, at its December 14, 1979 meeting, voted unanimously to approve your request for a Land Use Commission Special Permit in order to operate a dog and cat kennel at Makawao, Maui. Approval of the subject request was granted with the following conditions, as amended:

1. That the request shall be granted for a period of five years from the date of final approval subject to further extension upon a timely reapplication and a favorable review by the Planning Commission.
2. That the subject use shall be limited to a kennel operation consisting of an office/storage area, 30 cages and interior open space within the existing structure.
3. That the structure shall be modified to de-amplify any noise generated by the animals. Further, that appropriate modification plans shall be submitted to the Department for review.
4. That the special permit shall not be transferable.
5. That the applicant, his successors and assigns shall defend, indemnify and hold the County of Maui harmless against any loss, liability, claim or demand arising out of this permit.
6. That all other State and County requirements be met.

Please note that pursuant to recent changes to the Land Use law, Chapter 205, HRS, review and final approval by the Land Use Commission is not required. Therefore, you are permitted to initiate compliance with the conditions of the permit and operate the kennel.

Should there be any questions, please contact me at any time.

cc: LUCA
LUC w/report &
transcript

Very truly yours,

Hannibal Tavares
Mayor

HANNIBAL TAVARES
Mayor

RALPH HAYASHI, P.E.
Director of Public Works

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

LOUIS ABREU
Superintendent of Highways

FRED ARAKI
Engineering Head

EDWIN KAGEHIRO
Waste Management Chief

AARON SHINMOTO
Land Use Administrator



Am

Dec 5 1 27 PM '84

PLANNING
DEPT OF MAUI

COUNTY OF MAUI
DEPARTMENT OF PUBLIC WORKS

200 SOUTH HIGH STREET
WAILUKU, MAUI, HAWAII 96793

December 5, 1984

MEMO TO: Toshio Ishikawa, Planning Director

F R O M: Ralph Hayashi, Director of Public Works

RH 12/5

SUBJECT: Land Use Commission Special Use Permit Extension,
Kalama Hill Kennels, TMK:2-4-09:portion of 1, Makawao, Maui.

We have reviewed the above request and have no comments to offer at this time.

AS/rt

CHARLES C. HESTAND
CERTIFIED PUBLIC ACCOUNTANT

RECEIVED

Nov 19 10 17 AM '84

260 AULII PLACE - PUKALANI, HAWAII 96788
572-0723

Am

PLANNING
COUNTY OF MAUI

November 15, 1984

Mr. Toshio Ishikawa,
Planning Director
Dept. of Planning
County of Maui
200 So. High St.
Maui, Hi. 96793

Renewal of Permit for
KALAMA HILL KENNELS

Dear Mr. Ishikawa:

It has come to my attention that a renewal of permit to operate Kalama Hill Kennels is due.

I just want to say on behalf of consideration for this renewal that I don't think Maui can be without Kalama Hill Kennels. For years, before we had this service, my husband and I could not plan a vacation.....but thanks to the opening of this Kennels we have been able to live our Golden Years traveling and with a feeling that our pets were being given good, loving care.

Please do not deny the permission of this oh, so important renewal permit. It would, indeed, effect many people if we could not count on Kalama Hill Kennels.

Thanking you for your kind consideration and blessing you at this Thanksgiving time, I am,

Very truly yours,

Geneva L. Hestand

Geneva L. Hestand



CONSTRUCTION &
SUPPLY CO., LTD.

P.O. BOX 1658 • 246 PAPA PLACE • KAHULUI, MAUI, HAWAII 96732
(808) 877-7558

November 13, 1984

RECEIVED
NOV 13 9 50 AM '84

PLANNING
COUNTY OF MAUI

Dear Mr. Ashikawa,

I understand that Mrs. Milne's permit to conduct her animal boarding operation is due for renewal soon.

Since there is no other operation of this kind or quality in upcountry Maui, Kalama Hills Kennel is very important to those of us animal owners who rely solely on the kennels for the boarding of our animals.

I sincerely hope that her license will be renewed; and, that she will be able to continue her business as the owner of Kalama Hills Kennel.

Sincerely yours,
Christine Cotes
Robert M. Cotes

GENERAL
CONTRACTING

BUILDING
SUPPLIES



CONSTRUCTION
CONSULTING

CONTRACTOR'S LIC.
BC - 8764

Ann

RECEIVED

Nov 21 1 33 PM '84

PLANNING
COUNTY OF MAUI

461 Aulii Drive
Pukalani, Hawaii 96788
November 19, 1984

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

Dear Mr. Ishikawa:

I understand that Kalama Hill Kennels is asking for a renewal of its license and I would like to urge you to give it a favorable consideration.

We have used the kennel ever since it opened, and remember all too well how difficult it was before such a facility was available. It provides a valuable service to the community, in my opinion, and would be sorely missed if it were to go out of business.

Sincerely,

Helen A. James

Helen A. James

Am

RECEIVED

Nov 21 1 33 PM '84

DEPT. OF PLANNING
COUNTY OF MAUI

November 20, 1984

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

Dear Mr. Ishikawa:

It is my understanding that Kalama Kennels, Makawao, is requesting extension of their permit.

The undersigned is very much in favor of this extension. This facility is an efficiently run, clean operation. I am a frequent customer and reside near enough to know it is in no way offensive.

Sincerely,

Robert M. Huddleston

Robert M. Huddleston
50 Poha Place
Pukalani, HI 96788

Anna

JOHN P. RUSSELL

R.R. 1, BOX 436
KULA, HAWAII 96790

RECEIVED
NOV 23 10 53 AM '84
COUNTY OF MAUI

Dear Sir:

I understand Mrs. Milne, who operates an animal boarding kennel at Makawao, is required to obtain a renewal of her license or permit to operate, and that there have been some objections to the operation.

From time to time we have need of the service rendered by Mrs. Milne. As far as I know, there is no other boarding kennel in operation in upcountry Maui, and perhaps any where else on Maui.

It seems obvious that it would be a hardship on pet owners, if Mrs Milne were to be forced to close her kennels. We would have no other satisfactory place to go, and I am sure there are many others in the same boat.

Therefore, I earnestly request that you accede to Mrs Milne's request for a renewal of her permit.

Yours truly,

J.P. Russell

Ann

RECEIVED
NOV 23 1 23 AM '84
MAKAWAO, MAUI
COUNTY OF MAUI

Mr. Toshio Ishikawa
Planning Director
Dept. of Planning
County of Maui
200 South High St.
Wailuku, Maui - 96793

Dear Mr. Ishikawa:

I hope that the Planning Commission will extend the zoning permit Mrs. Milne needs to continue her business, Kalama Hills Kennels, at its current location.

I have boarded my dog with her many times and am extremely impressed with the care she has given not only my dog, but all the animals entrusted to her care.

The location of her business is good, too .. there are no close neighbors, so I can see no reason why the area should not continue to be zoned for kennel useage.

Yours truly,

Jocelyn Perry

Jocelyn Perry

Am

RECEIVED

NOV 23 11 45 AM '84

PLANNING
COUNTY OF MAUI

325 Hanakai St.
Kahului, Maui - 96732
Nov. 21, 1984

Mr. Toshio Ishikawa
Planning Director
Dept. of Planning
County of Maui
200 South High St.
Wailuku, Maui - 96793

Dear Mr. Ishikawa:

I understand that Mrs. Milne of Kalama Hills Kennels has requested an extension of the zoning permit needed for her to continue her business in its current location.

I certainly hope that her request will be granted. I take my animals to her frequently for boarding and think she provides a much needed service for the people of Maui.

She also, I might add, takes extremely good care of my pets and I hope to be able to board them there, when necessary, indefinitely.

Please grant her the extension requested.

Yours truly,

Gail Gammie

Gail C. Gammie

Ann

RECEIVED
NOV 21 10 40 AM '84
PLANNING
DEPT MAUI

P. O. Box J, Haiku,
Hi., 96708
Nov. 24, 1984

Mr. Toshio Ishikawa, Planning Director,
Planning Department,
County of Maui,
200 High Street,
Waikuku, Hi., 96793

Dear Sir:

It has been brought to our attention that the Kalama Hill kennels is to appear before the County Planning Department to have their license renewed for a period of another five years. To my wife and myself, we consider this renewal very important.

We have lived on Maui for six and a half years and this is the first year we have been able to take a vacation together, because my wife's parents came to Maui in 1978 to live with us and since they were both 90 years old, one of us had to be available at all times. My wife's father died at 95 in August, 1983 and her mother died last Dec.

Five and a half years ago we found a two day old kitten in the koa woods next to our property, whose mother had been scared off by dogs running wild in the neighborhood. She has turned out to be a very intelligent and loving pet and is a member of our family. We could not take a vacation without our pet being safely and properly taken care of.

We are planning on going to California Dec 15th to visit our children and to finally settle part of my Mother-in-law's estate.

Without the Kalama Hill Kennels to provide the necessary care for our pet, we could not go together. Therefore it is very important to us the the Kalama Hill Kennels have their license renewed for another five years. Please give serious consideration to this matter, I can assure you That they have taken very good care of our pet on two occasions this fall.

Sincerely yours,

Walter & Dorothy M. Fraser
Dr. and Mrs. Walter A. Fraser

am

RECEIVED
Nov 23 10 33 AM '84
PLANNING
COUNTY OF MAUI

Ms Shirley St. Martin
P.C. Box 1713
Lahaina, Hawaii 96767-1713

27 November 1984

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

Re: Kalama Hills Kennels

Dear Mr. Ishikawa:

I have recently learned that Kalama Hills Kennels is applying for renewal of their business permit.

I am writing this letter to urge the Maui County Planning Commission to approve issuance of this permit so that Kalama Hills Kennels may continue providing this valuable and much-needed service to the community.

I have been boarding my pets with Kalama Hills since 1970. The service and personal attention given each animal has always been exemplary. I have always found the kennels and surrounding areas to be as clean and sanitary as possible.

Please renew their license. We need Kalama Hills Kennels.

Sincerely,

Shirley St. Martin
Shirley St. Martin

Ann

RECEIVED
November 20, 1984
NOV 23 10 32 AM '84

PLANNING
COUNTY OF MAUI

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

Dear Mr. Ishikawa:

Mrs. Milne's permit to conduct animal boarding is due for extension.

As a frequent visitor to Kalama Kennels, I find the accommodations for the visiting animals very much above the average as to size, airiness, and the cleanliness of their places.

As to care, Mrs. Milne is a true animal lover; she is very conscious of the fact that these animals need extra care and attention when they are away from the family that they know so she adds this care to the physical caring.

Since Mrs. Milne is careful in choosing and training her workers, she is able to give excellent care even when the kennel is filled to capacity.

The location is an excellent one; the animals are more comfortable due to the cooler temperature of the upper country; and Dr. Cleghorn's Veterinarian Clinic is "next door" so that the animals have immediate health care.

Talking with many of Kalama Kennel's other customers, I learn that Maui - and particularly the past customers - would be the losers if we did not have this accommodation.

I appreciate your reading my letter and hope that you will give the application for the extension of the permit for the operation of Kalama Hills Kennel your full approval.

Respectfully,

Ann M. Fulton

(Mrs.) Ann M. Fulton
122 Ka Drive, Kula, Hawaii 96790
Telephone: 878-6135

Ann

Garfield King
Box 186
Kula, Maui
Hawaii 96790

RECEIVED

Nov 28 10 09 AM '84

Mr. Toshio Ishikawa

DEPT. OF PLANNING
COUNTY OF MAUI

Planning Director
Maui County

Dear Mr. Ishikawa,

Apparently the operating permit
of Kalamo Kennels is up for renewal.
This facility is of great service to
the whole upcountry community. It is
well-run, clean and takes extra
good care of its animals.

I strongly urge that its permit
be renewed.

Sincerely

Garfield King

11/27

Ann

Lois K. Cummings
2837 Koea Pl.
Pukalani, Hawaii 96788

RECEIVED

NOV 23 10 09 AM '84

NOV 23 10 09 AM '84
COUNTY OF MAUI

Mr. Leslie Islikawa, Planning Dir.
County of Maui Planning Dept.
200 High St.
Wailuku, HI 96793

Dear Les -

Would like to express my appreciation
to Mrs. Milne and her Ka Lani Hills Kennel
as an asset & necessity to our community.
She gives loving care to pets whose families
can not care for them due to accidents, illness
or various reasons. Please extend her
permit.

Sincerely,

Lois Cummings

JEANNE BOOTH JOHNSON
P. O. BOX 147
WAILUKU, MAUI, HAWAII 96793

RECEIVED
NOV 27 10 20 AM '84

PLANNING
COUNTY OF MAUI

November 20, 1984

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

Re: Kalama Hill Kennels

Dear Mr. Ishikawa:

It is my understanding that the permit for Kalama Hill Kennels allowing Mrs. Jock (Evelyn) Milne to conduct her Animal Boarding Operation is due for extension.

As a patron of Kalama Hill Kennels ever since it opened, I wish to express my whole-hearted support and to go on record as being in favor of this permit being extended.

Mrs. Milne conducts a dog and cat boarding operation which allows not only me, but, through the years, hundreds of Mauians to be absent from their pets with the utmost peace of mind, knowing that they will be cared for.

It would be impossible for most of us, (unless wealthy enough to pay domestic or other help to come to our homes) to take vacations or other business trips away from our homes longer than daylight hours without leaving our pets stranded.

Mrs. Milne's Kalama Hill Kennels allows us to do this.
for their pets

It also provides care when individuals may be hospitalized, even for a few days, and, as I do, live alone, and wonder what would become of their pets.

All of this is a very necessary and vital service which is being provided by Kalama Hill Kennels at reasonable cost and with tender, loving care.

Please accept this letter as definitely IN FAVOR of extending Kalama Hill Kennels' permit to conduct an animal boarding operation.

With best personal regards

Sincerely


Jeanne Booth Johnson

Am

NOVEMBER 29, 1984

RECEIVED

Toshio Ishikawa, Planning Director
DEC 3 11 14 AM '84

Planning Department
COUNTY OF MAUI
COUNTY OF MAUI

Dear Sir;

It is my understanding that Kalama Hill Kennels will be appearing for an extension of their permit shortly.

I feel very strongly that Kalama Hill Kennels is a most necessary boarding facility for not only the county of Maui, but for those coming from the other islands needing to board their animals.

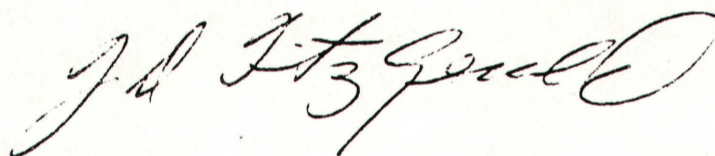
In the past years it has been my observation that Mrs. Milne has managed the kennels in a most business like manner-The Kennels are kept very clean and every possible care is seen to that the animals are kept in a comfortable and a happy surrounding.

The location of the Kennels is situated so that there could be no possible objectionable noise factor.

A great many people have come to rely on the Kennels for boarding their animals while they are, either traveling for business reasons, pleasure, or family emergencies.

It is my sincere wish that the Kennels be able to continue their services.

Sincerely;



J.D. Fitzgerald
390 Hapapa Road
Kula, Maui
Hawaii 96790

Ann

Mauka Kai Realty, Inc.

1158 MAKAWAO AVENUE, MAKAWAO, MAUI, HAWAII 96768
MAIL: P.O. BOX 448 458
(808) 572-7277

DEC 7 10 16 AM '84

PLANNING
DEPT OF MAUI

December 3, 1984

Mr. Toshio Ishikawa
Planning Director
Dept of Planning
200 S. High St.
Wailuku, HI 96793

Re: Kalama Hill Kennels

Dear Mr. Ishikawa:

I would like to speak in support of the extension of permit to allow the referenced business to continue in our community. Kalama Hill Kennels is a needed facility for the pet owners in the upcountry area. I have personally done business with Mrs. Milne and find her to run a clean, efficient and humane operation.

Very truly yours,

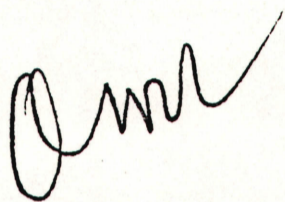

Peter W. Meagher

RECEIVED

RECEIVED

DEC 3 11 14 AM '84

PLANNING
CITY OF MAUI



Fri. Nov. 30

Dear Sir:

This is to say I hope the Malama Mill Kennel remains open. Weve taken our dog there for dight years and it is most satisfactory, in fact, the dog loves it and becomes excited with pleasure on seeing that thats her destination.

We have absolutkely no complaint.

Carol H. Bartley

Dec. 1, 1984

RECEIVED
DEC 3 11 43 AM '84
PLANNING
COUNTY OF MAUI
Mr. Toshi Ishikawa, Planning Director
County of Maui, Wailuku, HI. 96793

Subject: Extension of Conditional Use Permit
for Kalama Hill Kennels, Makena -
(Mrs. Milne, owner)

Dear Mr. Ishikawa,

Will you please consider extending the
Conditional Use Permit for the above Request?

I, like many dog owners in the
"Upcountry" area find the Kalama Hill
Kennels an important factor in our
lifestyle. There is no other facility in
this area which is able to provide
such service. As a regular client of
the above establishment, I find it to
be clean and conforming to the
environment, and also very convenient,
if not necessary, to the numerous dog
owners of the Community.

Thank you very much!

Francis and Natsu Lau
102-7 Kani Place, Kula, Maui, HI 96790

November 23, 1984

MRS. DAVID P. YOUNG
487 OLINDA ROAD
MAKAWAO, HAWAII 96768

RECEIVED

NOV 26 10 53 AM '84

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

DEPT. OF PLANNING
COUNTY OF MAUI

Dear Mr. Ishikawa,

I am writing in behalf of Mrs. Evelyn Milne, owner of Kalama Hill Kennels on Makawao Avenue. It is my understanding that her permit expires soon, and I hope that you and your Planning Board will give her an extension of her permit.

Mrs. Milne's kennel is clean, well run, and provides a great service to animal owners in up-country Maui. Her boarding rates are lower than those asked by comparable kennels on Oahu. As further "endorsement", my dog, who has stayed there a number of times, is always excited when she sees she is going there and scratches at the door until it is opened!

Thank you for your time and consideration of this request.

David P. Young



RECEIVED MEMBER
Painting and Decorating
Contractors Association of Hawaii

Nov 23 10 11 AM '84

P. O. BOX 1051 • KIHEI, MAUI, HAWAII 96753-0102 • TELEPHONE 879-4101 LIC. NO. C-6555

DEPT. OF PLANNING
COUNTY OF MAUI

November 16, 1984

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

It has been brought to my attention that Mrs. Milne's permit to carry on operations for Kalama Hill Kennels is up for renewal.

We have always been completely satisfied with her kennel.

Due to my husbands past illness it was necessary for us to make frequent trips to Honolulu to see his doctor.

We also left our dog for almost three weeks when we visited the Mainland.

Do hope you consider our need for a good kennel here on Maui and keep Kalama Hill Kennels available for all of us on Maui.

Sincerely,

Mary Milne

CC: Mrs. Milne
Kalama Hill Kennels

Anna

DEC 3 10 43 AM '84
PLANNING
COUNTY OF MAUI

December 3, 1884

Mr. Toshio Ishikawa, Planning Director
Planning Department, County of Maui
200 S. High St.
Wailuku, HI 96793

RE: Kalama Kennels

Dear Mr. Ishikawa,

Please consider keeping the Kalama Kennels open. So many of us Up-Country depend on Mrs. Milne taking care of our animals while we are away.

In my case, I must make several trips a year to Straub Clinic in Honolulu. I really appreciate the clean large pen for my puppy while I am away.

I have found that Mrs. Milne truly loves the animals as if they were her own and the animals become very fond of her. It is so nice to have some one like her to leave my pet with when I must be away.

Hopefully I may continue to do so.

Respectfully,

Anna L. Meddings
210 Copp Road
Kula, HI 96790

Ann

Mr. Toshio Ishikawa
Planning Director
Dept. of Planning
200 S. High St.
Wailuku, HI. 96793

RECEIVED
DEC 5 10 43 AM '84
PLANNING
COUNTY OF MAUI

Mr. Ishikawa:

Please extend the permit for Kalama Hill Kennels as I feel
it is extremely necessary.

Thank you for your attention to this matter.

Sincerely,

Barbara

Barbara Schaefer
506 Kimo Drive
Kula, HI. 96790

Amu

RECEIVED

Nov 19 10 17 AM '84

DEPT. OF PLANNING
COUNTY OF MAUI

1118 Manu St.
Kula, HI 96790
Nov. 15, 1984

Mr. Toshio Ishikawa
Planning Director
200 S. High St.
Wailuku, HI 96793

Dear Mr. Ishikawa:

We understand that the Kalama Hill Kennels permit is coming up, and would like to see it renewed. We feel that the service is badly needed on the island, and have used it several times when we leave Maui.

Sincerely,

Fred F. Hebert

(Fred F. Hebert)

Ann

Mrs. H. F. Rice
1104 Ka Drive, Kula, Hawaii 96790

Dear Mr. Iohikawa,

I understand the extension
of a permit for the Kalawa Hill
Kennel is coming before your
attention very soon.

May I say that the Kennel
is most efficiently operated
by Mrs. Milne, its owner.
She gives the animals left in
her care with the love and
attention they need.

Please see fit to permit
this operation to continue.

Sincerely
Jane L. Rice

Dec. 2, 1984

Mr. Toshio Ishikawa
Planning Director
County of Maui

12/6/84

Dear Mr. Ishikawa;

RECEIVED
DEC 10 10 16 AM '84

It has come to my attention that a review will be held this month with regard to an Extension of Permit for the Kalama Hill Kennels in Makawao.

As a resident who uses this kennel service several times a year I can assure you that it performs a very worthwhile service to the community. It has also been my observation that this particular kennel provides very efficient animal care at rates which are considerably less than those of kennels on Maui and Oahu. The Kalama Kennels are well kept and there are no adverse effects to the surrounding community as far as I can determine.

It is my sincere request that you and your staff give every consideration to approving this extension of permit for this organization.

Thank you for your kind attention.

Charles M. Lydgate
Charles M. Lydgate
RR1 Box 434
Kula, Maui, Hi 96790

January 2, 1975

Maui Planning Commission
200 South High Street
Wailuku, Maui 96793

Attention: Mr. Howard K. Nakamura
Planning Director

Gentlemen:

At its meeting on December 17, 1974, the Land Use Commission voted to approve a special permit to Evelyn Milne (SP74-194) to allow a commercial dog kennel on approximately 33 acres of land situated within the State's Agricultural District described as Tax Map Key 2-4-9: 1; Makawao, Maui; subject to the conditions imposed by the Maui County Planning Commission with the further condition that any extension of the special permit be subject to the final approval of the Land Use Commission.

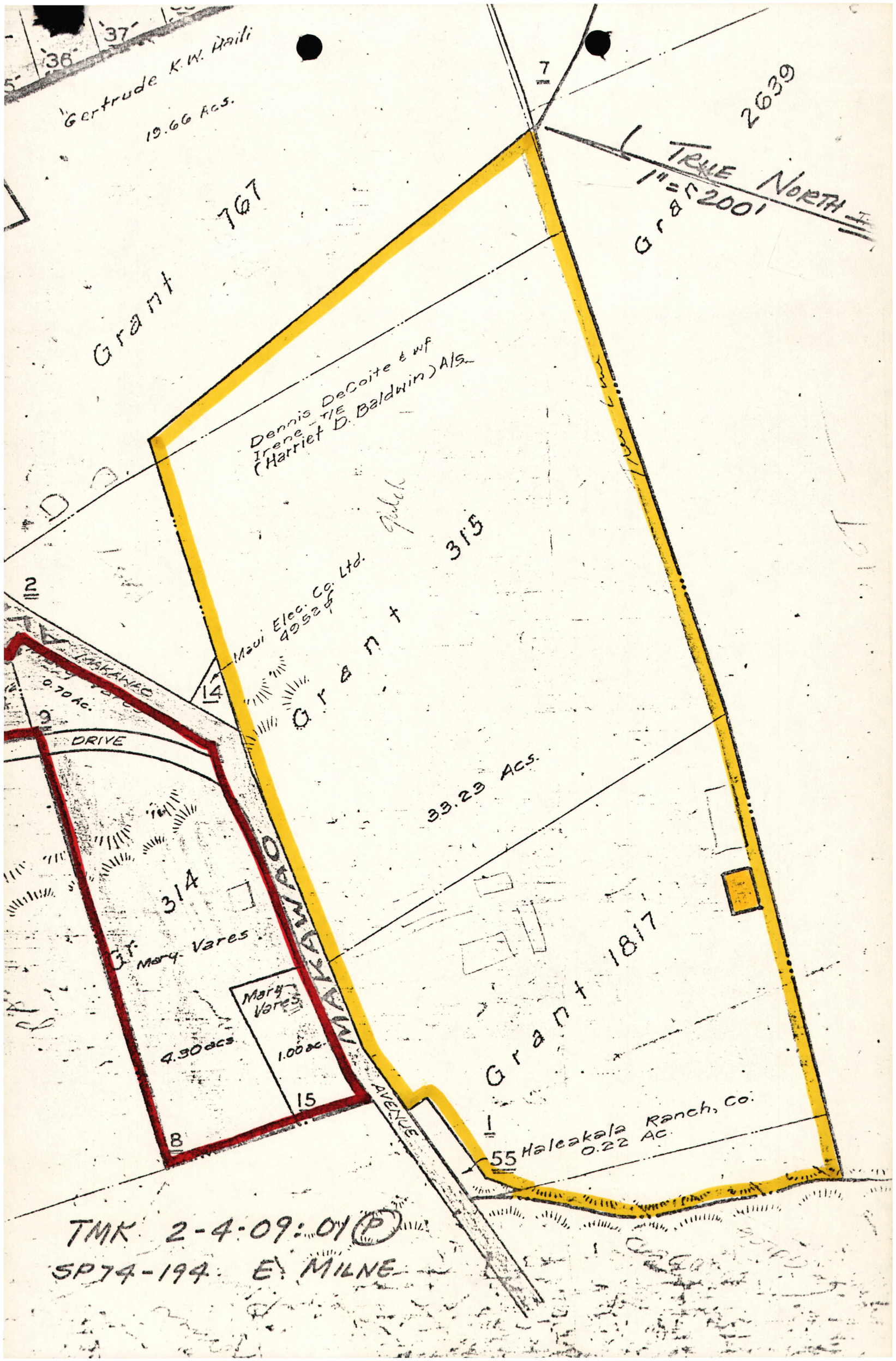
A copy of the staff report is enclosed for your information.

Very truly yours,

TATSUO FUJIMOTO
Executive Officer

Encls.

cc: Mrs. Evelyn Milne
Dept. of Taxation, Maui
Property Technical Office, Dept. of Tax.
Tax Maps Recorder, Dept. of Tax.
Real Property Tax Assessor, Dept. of Tax.



Gertrude K.W. Haili
19.66 Acs.

2639

TRUE NORTH
1" = 200'

Grant 767

Dennis DeCoite & wf
Irene
(Harriet D. Baldwin) Als.

Maui Elec. Co. Ltd.
49522

315

39.29 Acs.

DRIVE
314
Mary Vares
4.30 acs
1.00 ac
15
B

Grant 1817

55 Haleakala Ranch, Co.
0.22 AC.

MAKAHALEKALE AVENUE

TMK 2-4-09:01 (P)
SP74-194 E. MILNE

25% COTTON
XCELERASE
by
FOX RIVER

January 2, 1975

Mrs. Evelyn Milne
140 Mauka Place
Kula, Maui 96790

Dear Mrs. Milne:

The original of the attached letter is on file
in the office of the Maui Planning Department, 200
South High Street, Wailuku, Maui.

Very truly yours,

TATSUO FUJIMOTO
Executive Officer

Encls.

25% COTTON

STATE OF HAWAII
LAND USE COMMISSION

VOTE RECORD

ITEM SP74-194 - Evelyn Milne

DATE December 17, 1974

PLACE Wailuku Elementary School

TIME 7:30 p.m.

NAME	YES	NO	ABSTAIN	ABSENT
SAKAHASHI, STANLEY	✓			
OURA, MITSUO	✓			
YAMAMURA, TANJI	✓			
CARRAS, JAMES	✓			
NAPIER, ALEXANDER	✓			
MARK, SHELLEY	✓			
KIDO, SUNAO	✓			
YANAI, EDWARD	✓			
TANGEN, EDDIE	✓			

Comments:

Motion: I move that the special permit application be approved.

STATE OF HAWAII
LAND USE COMMISSION

MEMORANDUM

December 17, 1974
7:30 p.m.

TO: Land Use Commission

FROM: Staff

SUBJECT: SP74-194 - Evelyn Milne

Mrs. Evelyn Milne requests approval of a special permit to establish a commercial dog boarding kennel on a portion of a 33.2 acre property described as Tax Map Key 2-4-9:1, situated in the Agricultural District at Makawao, Maui.

A total of 19 kennels, an office space, and a large open area are proposed to be housed in an existing building measuring 98' x 35', comprising approximately 3,430 sq. ft. of floor area. According to the petitioner, the primary purpose for the facility is to keep female dogs in season off the streets.

The property in question is located on the mauka side of Makawao Avenue and is leased to the petitioner for a period of 5 years by Mrs. Harriet Baldwin, the landowner. The site is located approximately 1 mile to the northeast of the Haleakala Highway - Makawao Avenue intersection at Pukalani. Directly across Makawao Avenue from the 33 acre parcel lies the south portion of the Makawao Urban District. Soils are classified as "C" or "fair" by the Land Study Bureau, indicating lands with 11 to 20% slopes, non-stony and well drained soils which are primarily used for pineapple cultivation and grazing uses. Presently existing on the 33 acre property are the proposed kennel structure and a former slaughter house situated at the rear boundary of the property, and a single family dwelling and horse paddocks at the frontal portion of the property. A single gravel driveway provides access from Makawao Avenue. The surrounding area is described as rural in character, with an intermixture of isolated pockets of homes, vacant land and lands in grazing use. All public utilities are available except sewer services, which is provided privately. The Maui Department of Water Supply has indicated that they have no objection to the request but that no additional or larger water meter will be provided.

COUNTY RECOMMENDATION

On November 20, 1974, the Maui County Planning Commission voted unanimously to recommend approval of this request subject to the following conditions:

- "1. That the subject request be granted for a period of two years from date of final approval, subject to further extension upon a favorable review by the Planning Commission.
- "2. That the subject use be limited to a dog boarding kennel consisting of an office, approximately 19 cages, and interior open space at the location as specified in the lease agreement. Further, that all cages be located within the structure.
- "3. That the subject use be initiated within one year after final approval by the State Land Use Commission.
- "4. That all State and County requirements be met."

In its letter transmitting the records of this special permit, the Maui Planning Department noted that a total of 8 Makawao residents submitted letters supporting the proposal and 4 persons spoke in favor of the request at the public hearing. No objections have been raised on this matter to date. It is also noted that the proposed facility will be utilizing an existing structure which is located at the rear boundary of a 33 acre parcel and situated approximately 700 ft. from Makawao Avenue. The nearest residence is about 800 ft. to 1,000 ft. away from the facility. The parcel is bounded on 2 sides by gulches and this would provide additional buffer to minimize any adverse aspects of the operation.

Staff evaluation finds that the use can be considered an "unusual and reasonable use" under the guidelines established by the Commission as surrounding property would not be adversely affected; public agencies would not be burdened to provide needed services; the essential character of the land will not be substantially altered as an existing structure will be used; and existing agricultural activities in the surrounding area would not be adversely affected.

Approval of this special permit is recommended subject to the Maui County Planning Commission's conditions with the further condition that any extension of the special permit be subject to the final approval of the Land Use Commission.

STATE OF HAWAII
LAND USE COMMISSION
P. O. BOX 2359
HONOLULU, HAWAII 96804

December 11, 1974

Mrs. Evelyn Milne
140 Mauka Place
Kula, Maui 96790

Dear Mrs. Milne:

The Land Use Commission next meets on December 17, 1974
at 7:30 p.m., in the Wailuku Elementary School Cafeteria,
355 South High Street, Wailuku, Maui

At that time the special permit application by Evelyn Milne
(SP74-194) to allow a commercial
dog kennel on approximately 33 acres of land
in the Agricultural District at Makawao, Maui
will be considered.

Should you have any questions regarding this matter, please
feel free to contact us.

Very truly yours,

TATSUO FUJIMOTO
Executive Officer

Enclosure - Agenda

PLANNING COMMISSION
Yoshikazu Matsui, Chairman
G. Alan Freeland, Vice-Chairman
Louis Hao
Shiro Hokama
Kazuo Kage
George Murashige
Leo Pofo, Jr.
Stanley Goshi, Ex-Officio
Carl Kaiama, Ex-Officio



COUNTY OF MAUI
PLANNING DEPARTMENT

200 S. HIGH STREET
WAILUKU, MAUI, HAWAII 96793

Elmer F. Cravalho
Mayor

BOARD OF ADJUSTMENT
& APPEALS
Young Whee Chun, Chairman
George Tamura, Vice-Chairman
William Hong
Norman Muranaka
Herbert Vierra

Howard K. Nakamura
Planning Director

Tosh Ishikawa
Deputy Planning Director

November 22, 1974

6-794
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NOV 27 1974

State of Hawaii
LAND USE COMMISSION

SP 74-194

Mr. Tatsuo Fujimoto
Executive Officer
Land Use Commission
P.O.Box 2359
Honolulu, Hawaii

Dear Mr. Fujimoto:

Re: Special Permit request by Mrs. Evelyn Milne,
TMK 2-4-9: por. 1.

The Maui Planning Commission at its meeting of November 20, 1974, unanimously voted to recommend approval of the request for a State Land Use Commission Special Permit to operate a dog boarding kennel in an agricultural district at Makawao, Maui. In reviewing the matter, the primary concern of noise was discussed and clarified. At the public hearing on October 30, 1974, four persons beside the applicant spoke in favor of the request. In addition, the department has received a total of eight letters from residents of the Makawao District supporting the proposed kennel.

Approval of the Special Permit request was granted with the following conditions:

1. That the subject request be granted for a period of two years from date of final approval, subject to further extension upon a favorable review by the Planning Commission.
2. That the subject use be limited to a dog boarding kennel consisting of an office, approximately 19 cages, and interior open space at the location as specified in the lease agreement. Further, that all cages be located within the structure.
3. That the subject use be initiated within one year after final approval by the State Land Use Commission.
4. That all State and County requirements be met.

Transmitted for your review and consideration are pertinent data relative to the subject request.

Please contact our office at any time should there be any questions.

Yours verty truly,

A handwritten signature in dark ink, appearing to read 'Tosh Ishikawa', with a long horizontal flourish extending to the left.

TOSH ISHIKAWA
Deputy Planning Director

Trans.

cc Mrs. Milne

STAFF REPORT

November 20, 1974

TO: Maui Planning Commission
FROM: Planning Department Staff
SUBJECT: Special Permit - State Land Use Commission

Applicant: MRS. EVELYN MILNE

Location: Makawao, Maui

TMK: 2-4-9:1

Area: 33.23 acres

Zoning: State Agricultural District

Request: The applicant requests approval of a State Land Use Commission Special Permit to operate a dog boarding kennel on a portion of the subject property.

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State of Hawaii
LAND USE COMMISSION

COMMENTS:

1. A public hearing on the subject request was held by the Commission on October 30, 1974. Aside from the applicant, four persons spoke in favor of the request. A total of 7 letters were received by the Planning Department, all in favor of the proposed dog kennel.
2. The proposed kennel would contain 19 kennels within a wood and metal structure located at the rear of the property. An office and large open area would be included in the building. The primary purpose of the kennel, as indicated by the application, is to keep female dogs in season off the streets.
3. Relative to the Commission's concern on the noise, it is staff's opinion that the noise generated, if any, would not be detrimental, inasmuch as the nearest residential area (2 homes) is located 700 or more feet away, and the fact that the kennels would be located within the structure itself.
4. Communications from the Dept. of Water Supply indicate that they have no objection to the request, and that no larger or additional water meter will be granted for the subject parcel.
5. The subject request meets the following guidelines established by the State Land Use Commission for uses in Agricultural Districts:
 - a. The desired use would not adversely affect the surrounding property.
 - b. Such use would not burden public agencies to provide undue public service and utility improvements.
 - c. The proposed use will not substantially alter or change the essential character of the land and present use.
6. One additional letter in favor of the request has been received since the public hearing.

RECOMMENDATIONS:

Staff recommends approval of the Special Permit request with the following conditions:

Staff Report - page 2
November 20, 1974
Applicant: MRS. EVELYN MILNE

1. That the subject request be granted for a period of two years from date of final approval, subject to further extension upon a favorable review by the Planning Commission.
2. That the subject use be limited to a dog boarding kennel consisting of an office, approximately 19 cages, and interior open space at the location as specified in the lease agreement. Further, that all cages be located within the structure.
3. That the subject use be initiated within one year after final approval by the State Land Use Commission.
4. That all State and County requirements be met.

Maui Planning Commission
Public Hearing
October 30, 1974

The public hearing on the following request was called to order by Yoshikazu Matsui on Wednesday, October 30, 1974, in the Hearing Room, 6th Floor, County Building, Wailuku, Maui.

Public Hearing

1. EVELYN ALICE MILNE, requesting approval of a State Land Use Commission Special Permit in order to operate a dog boarding kennel on property located on the mauka side of Makawao Avenue in the vicinity of Kalama Hill, Makawao, Maui, TMK 2-4-9:1. Said property contains approximately 33.23 acres.

Mr. Ishikawa read the notice of public hearing, which was published in the Maui News on October 10, 1974.

Mr. Ishikawa explained the request from the Staff report.

Mr. Kage: You know those letters that you received, who were they from?

Mr. Ishikawa: J. D. Fitzgerald, Mr. & Mrs. Howard, Jr., June & Dyke Williamson, Dr. & Mrs. Cleghorn, Bob Kelsey, Mr. & Mrs. Cole, and Thomas Hanchett.

Mr. Kage: What's the closest residence to this particular site?

Mr. Ishikawa: There is a residence on the property. There is a residence across the street but it is about 700-1,000 feet away.

Mr. Matsui: Why is the acreage so big?

Mr. Ishikawa: That is the acreage for the property in total. I would suggest in considering this we would confine the usage & permit to a more specific area within this 33 acres.

Mr. Matsui: The request shouldn't be for 33 acres.

Mr. Ishikawa: Yes. We would consider confining the acreage down to the area.

The Chair opened the hearing to the public.

Mrs. Milne: We would not be using anything outside of the building. It will be within the building itself. I myself feel there is a great need for such a service on Maui. If you do want a map I have it here.

The map was circulated.

Mr. Kage: If you have a kennel of this nature, what is your capacity going to be?

Mrs. Milne: 16 kennels. The building has a capacity of 61.

Mr. Kage questioned the noise that would be generated from the kennels.

Mrs. Milne: There shouldn't be too much. There shouldn't be no noise bothering the neighbors.

RECEIVED

NOV 27 1974

State of Hawaii
LAND USE COMMISSION

Mr. Kage: How much noise generated from the kennel? I hate to have a kennel located near my house.

Mrs. Milne: I don't think you have to worry about that.

Mr. Matsui: But you just stated you will have some noise there. You will have lots of noise?

Mrs. Milne: Not necessarily.

Mr. Matsui: What's the acreage you talking about?

Mrs. Milne: Building is 100' x 35'. We plan to have the runway inside the building.

Mr. Matsui: Did you check what portion of this 33 acres would be feasible? Work with the staff till both agree.

Mrs. Harriet Baldwin: I happen to be the owner of the property. This land is very country type. Like above it is Haleakala Dairy. On the other side there is a deep gulch which is also pasture, and then if you go towards Makawao you go up Kalama Hill & property extends up to the top of the hill but we do not border the road. You mentioned the entrance, there as being a stonewall on both sides. I think that is more of an asset then a detriment because it does slow you down going in & coming out. I don't think traffic will cause any kind of problem there. I think it is an ideal location.

Mr. Ted Hill: I have had dogs since I was 12 years old. I have always had a female in my kennel. I find that if your female is running around loose & you have a pack of young fellows, you have a lot of noise, but if your female is locked up you don't have trouble.

Ms. Eloise Kahalekai: (Maui County Humane Society) I find that the dogs if nobody bothers the dogs, looking at the dogs, the dogs don't make any noise at all. You don't know there is an animal there if people aren't around. People won't be there so dogs won't be making any noise at all.

Mr. Kage: Did I understand that you said you represent the Humane Society. I think basically no one is questioning the kennel. Are you familiar with the location? Would you, as a member of the Humane Society recommend this location?

Mrs. Kahalekai: I think I would. It is isolated & away from the road.

Mr. J. D. Fitzgerald: I think if you can visualize this 33 acres. I think the location of this particular building they are talking about, if the building is in the rear of the property & as far away as you can get from any residence in relationship to the 33 acres, therefore it would not disturb any residences.

No one else spoke for the granting of the request.

No one spoke against the granting of the request.

The Chair closed the public hearing.

Respectfully submitted,

JEAN A. UEMAE
Private Secretary

Scuc

October 23, 1974

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NOV 27 1974

State of Hawaii
LAND USE COMMISSION

TO: Maui Planning Commission
FROM: Planning Staff
SUBJECT: State Land Use Commission Special Permit

APPLICANT: Evelyn Alice Milne
LOCATION: Makawao, Maui
TMK: 2-4-9:1
AREA: 33.23 acres
ZONING: State Agriculture District
REQUEST: The applicant requests approval to operate a dog boarding kennel on the subject property.

COMMENTS:

1. The subject property is located between Makawao and Pukalani in the vicinity of Kalama Hill. The property abuts the mauka side of Makawao Avenue. The land is owned by Mrs. Harriet Baldwin and leased to the applicant for a period of five years.

2. A single gravel driveway is the only access from Makawao Avenue. The driveway and road are 10 and 22 feet wide respectively. An on-site inspection of the parcel revealed some problems with the sight distance of the Makawao bound traffic from the access point.

3. Existing improvements to the subject property include the following:

- a. Maui Horse Center - 3 wooden structures and a paddlock area.
- b. single family dwelling
- c. slaughterhouse
- d. wood and corrugated metal structure

Except for the slaughterhouse and wood & metal structure, the remaining structures are presently being utilized as indicated. The house and horse center are located at the front portion of the property which slopes gently downward from the rear. The two remaining structures are located at the rear some 700 feet from Makawao Avenue. The wood and metal structure is proposed to be converted to a dog kennel consisting of office space, 19 cages, and a large open area within the structure.

4. According to the Land Study Bureau report, soils in the area are classified C indicating an average rating for crop cultivation. The soils are deep, well drained, and nonstony in character. Major existing uses for this type of soil are pine cultivation and grazing.

5. Public utilities and services are as follows:

- a. Water - line on Makawao Avenue
- b. Fire - one standpipe and fire hydrant on property frontage with a fire station nearby.
- c. Electricity and telephone - Available
- d. Sewers - Private system
- e. Drainage - None

The site is presently tied in with the utility system and should not place any undue burden on these systems.

6. The character of the surrounding area can be described as rural in character. Several isolated pockets of homes exist in the area along with inactive and active agricultural lands. A portion of the Makawao Urban District is located across the street from the

subject property. Staff feels that the proposed use is compatible with the existing development and character of the area.

7. According to the applicant, there is a public need for a dog boarding kennel of which one purpose is to keep female dogs in season off the streets. Although no other supportive data has been submitted by the applicant, staff has received 6 letters in support of the proposed dog kennel. No letters of disapproval have been received.

8. This application has been referred to the Health, Water, and Public Works Departments. No comments have been received as of this date.

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OCT 21 1974

DEPT. OF PLANNING
COUNTY OF MAUI

AFFIDAVIT OF PUBLICATION

STATE OF HAWAII, }
County of Maui. } ss.

Barbara Y. Iwaishibeing duly sworn
deposes and says, that he is Advertising Clerk of the
Maui Publishing Co., Ltd., publishers of the MAUI NEWS, a newspaper
published in Wailuku, County of Maui, State of Hawaii; that the or-
dered publication as to NOTICE OF PUBLIC

HEARING

of which the annexed is a true and corrected printed notice, was
published 1 times in the MAUI NEWS, aforesaid, commencing
on the 10th day of Oct., 1974, and ending
on the.....day of....., 19....., (both days
inclusive), to-wit: on Oct. 10, 1974

and that affiant is not a party to or in any way interested in the above
entitled matter.

Barbara Y. Iwaishi

Subscribed and sworn to before me this
16 day of Oct. A. D. 1974

[Signature]

Notary Public, Second Judicial
Circuit, State of Hawaii.

My commission expires August 31, 1975.

NOTICE OF PUBLIC HEARING

LUC SPECIAL USE PERMIT

NOTICE IS HEREBY given of a public hearing to be held by the Maui Planning Commission on Wednesday, October 30, 1974 at the County Building, 6th Floor, Room 614, Wailuku, Maui, at 1:30 p.m. or as soon thereafter as those interested may be heard to consider the following request for SPECIAL USE PERMIT under provisions of SECTION 205-6 of the HAWAII REVISED STATUTES:

EVELYN ALICE MILNE, requesting approval of a State Land Use Commission Special Permit in order to operate a dog boarding kennel on property located on the mauka side of Makawao Avenue in the vicinity of Kalama Hill, Makawao, Maui, TMK 2-4-9:1. Said property contains approximately 33.23 acres.

Information pertaining to the above request is on file in the office of the County of Maui Planning Department, 200 S. High Street, Wailuku, Maui, Hawaii, and is open to the public for inspection during office hours.

All testimony regarding the SPECIAL USE PERMIT should be filed in writing to the Planning Department, County of Maui, 200 S. High Street, Wailuku, Maui 96793, before the date of the Hearing or presented in person at the time of the hearing.

MAUI PLANNING DEPARTMENT

By Howard K. Nakamura
County Planning Director

(MN: Oct. 10, 1974)

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NOV 27 1974

State of Hawaii
LAND USE COMMISSION

INSTRUCTIONS:

- 1. To be filed in triplicate.
- 2. Use black ink or typewriter with black ribbon.
- 3. Use additional sheets if necessary.

MAUI PLANNING COMMISSION
~~P.O. BOX 1487, KAHULUI, HAWAII~~
 200 S. HIGH ST, WAILUKU
 APPLICATION FOR SPECIAL PERMIT
 Special Permit is hereby requested:

DO NOT WRITE IN THIS SPACE

Appl. & fee received _____
 Notice published _____
 Public hearing _____
 Recommendation to LUC _____
 Action by State LUC _____
 County & Appl. notified _____

- A. Description of Property: (1) Tax Map Key No. 2-4-09-01 SP74-194
 (2) Lot Area 33.23 ACRES (3) Location Makawao Avenue - Makawao
- B. Ownership: (1) Owner's name MRS. HARRIET D. Baldwin
 Evelyn Alice Milne
 (2) Lessee's name MRS. John Milne (3) Unexpired term 5 years
- C. Request: (1) State request briefly and exactly: _____

FOR Purpose of Dog Boarding Kennels

RECEIVED

NOV 27 1974

State of Hawaii
LAND USE COMMISSION

(2) Reasons justifying granting of request: _____
Public Need for Purpose of
conducting The Business of a Dog Boarding
Kennels - special Cages constructed for
Female Dogs in Season - so as to attempt to
Keep Female dogs off the streets

D. Applicant: (1) Name MRS. John Milne - Evelyn Alice Milne
 (2) Address 146 Mauka Place - Kula (3) Telephone 8781713
 (4) Signature Evelyn Alice Milne

E. Planning Commission action: _____ Date _____ Vote: _____
 ayes noes

Reasons: _____

F. State Land Use Commission's action: _____ Date: _____

G. Copies to: State LUC ___ Supervisors ___ Applicant ___ Owner & Lessee ___

1. The purpose of this report is to provide information regarding the activities of the various groups and individuals who are active in the community.

2. The information was obtained from a confidential source who has provided reliable information in the past.

3. The information was obtained from a confidential source who has provided reliable information in the past.

4. The information was obtained from a confidential source who has provided reliable information in the past.

5. The information was obtained from a confidential source who has provided reliable information in the past.

6. The information was obtained from a confidential source who has provided reliable information in the past.

7. The information was obtained from a confidential source who has provided reliable information in the past.

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SEP 12 1974

DEPT. OF PLANNING
COUNTY OF MAUI

100 South Main Street, Suite 200, Maui, HI 96750

100 South Main Street, Suite 200, Maui, HI 96750

100 South Main Street, Suite 200, Maui, HI 96750

RECORDATION REQUESTED BY:

AFTER RECORDATION, RETURN TO:

RETURN BY: MAIL () PICK-UP ()

RECEIVED
NOV 27 1974
State of Hawaii
LAND USE COMMISSION

REQUESTOR TO FILL ABOVE

SPACE ABOVE THIS LINE FOR REGISTRAR'S USE

L E A S E

This INDENTURE OF LEASE made this 11th day of September, 1974, by and between HARRIET D. BALDWIN, wife of Richard H. Baldwin, whose residence address is Makawao, Maui, State of Hawaii, and whose post office address is P. O. Box 428, Makawao, Maui, State of Hawaii, hereinafter called "LESSOR", and EVELYN ALICE MILNE, whose residence and post office address is 140 Mauka Place, Kula, Maui, State of Hawaii, hereinafter called "LESSEE",

W I T N E S S E T H :

WHEREAS:

1. Lessor owns that certain parcel of land situate at Makawao, Maui, more particularly described by Exhibit A attached hereto and made a part hereof, hereinafter called "ENTIRE PREMISES".

2. Lessee desires to lease that portion of the Entire Premises, together with the buildings and improvements thereon, more particularly shown by the sketch attached hereto and made a part hereof as Exhibit B, hereinafter called "PREMISES".

NOW THEREFORE, that for and in consideration of the rents, covenants, conditions and agreements hereinafter reserved and contained, by the Lessee to be paid, observed, kept and performed, the Lessor has demised and by these presents does demise and lease unto the Lessee the Premises.

TOGETHER with the non-exclusive right and easement of Lessee, her heirs, permitted assigns and business invitees, to use and enjoy, in common with Lessor, her heirs and assigns, and all others entitled thereto, the "Entrance Road" shown on the said sketch (Exhibit B).

TO HAVE AND TO HOLD the same, together with all the buildings and improvements thereon, and the rights, easements, privileges and appurtenances thereunto belonging or appertaining or held and enjoyed in connection therewith, unto the Lessee, her heirs and assigns, for a term of FIVE (5) YEARS from December 1, 1974, upon the following terms, covenants and conditions of lease, which the parties do hereby mutually covenant and agree to perform and observe:

1. Fixed Net Monthly Minimum Rent. Lessee shall pay Lessor a fixed net monthly minimum rent of ONE HUNDRED and 00/100 DOLLARS (\$100.00). All of such rents shall be due and payable in advance on the last day of the preceding month, without notice, demand or any off-set for any of the charges to be paid by Lessee hereunder, in legal United States tender, at the Lessor's last known address.

2. Monthly Percentage Rent. Lessee shall pay Lessor a monthly percentage rent in an amount equal to six per cent (6%) multiplied by the monthly gross sales earned by

the premises during each month of the lease term, less an amount equal to the fixed net monthly minimum rent paid in respect of such month under section 1, above. If the amount of the fixed net monthly minimum rent for any month should exceed the amount of the percentage monthly rent for such month, Lessor shall not be obliged to return the amount of such excess to Lessee, nor shall the amount of such excess be carried over or back to any succeeding or preceding month to be applied against the amount of any fixed net monthly minimum rent or any net percentage monthly rent due for any such succeeding or preceding month.

Such net monthly percentage rent shall be due and payable, without notice, demand and any off-set for any of the charges to be paid by Lessee hereunder, in legal United States tender at such place and/or to such person as Lessor shall fix by the delivery of written notice to Lessee, on the twentieth (20th) day of the month following the month for which such rent is due. Lessee shall also submit to Lessor, at the time such net monthly percentage rent is due, a statement as to the gross sales earned by the premises, as hereinafter defined, during the month for which such rent is due, signed by Lessee and certified by Lessee's accountant.

"Gross Sales Earned By The Premises" shall mean the gross sales and receipts for all goods and services sold, performed or rendered to or for any customer or patron by any salesman, agent, employee, permitted subtenant or permitted concessionaire working on, out of, or from the premises, whether for cash or on a charge basis, whether paid or unpaid, collected or uncollected, including without

keep at the premises for at least three (3) years following the close of the calendar year - 3 - which any such sale or

limitation any rent derived from any portion of the premises, less the following: (a) the amount of any excise or sales tax collected by Lessee in respect of any such sale or transaction (whether such tax is imposed upon the Lessee, as a privilege for doing business, or upon the customer or patron); and (b) the amount of any uncollected account for goods or services sold or performed which the Lessee shall determine to be worthless. Any business or sales resulting from orders taken from the premises or incident to business conducted on the premises, whether or not the service or goods in respect thereof be furnished or delivered at the premises or at some other place, shall, for the purpose of computing such monthly rent, be deemed to have occurred on the premises. Lessee shall record all of such sales and transactions of business in cash registers approved by Lessor, and Lessor shall have the right to select the person or persons who shall repair and maintain such cash registers, and shall have the right to obtain from such person or persons any information with respect to such sales or transactions of business obtained in the course of such repair or maintenance. Lessee shall also give each such customer or patron a receipt to show such sale, and shall keep a copy thereof with her records. Lessee shall from time to time (not less than quarterly) file with Lessor a copy of the excise tax return filed by Lessee with the Department of Taxation of the State of Hawaii, which shows the gross sales earned by the premises, not less than five (5) days after Lessee files such excise tax return with the Department of Taxation.

For the purpose of computing or verifying the amount of the monthly percentage rent due hereunder, Lessee shall keep at the premises for at least three (3) years following the close of the calendar year in which any such sale or

transaction occurred a full and complete set of books, records, receipts and accounts, to be maintained in accordance with such generally accepted accounting practices as the auditors or accountants for Lessor shall reasonably require, which shall show such detail with respect to the Lessee's sales and transactions of business in respect of the premises as may be necessary to accurately determine the amount of such rent. Lessee shall open such books, records, and accounts, and any tax returns (including without limitation any income tax returns) filed by her in respect of such sales or transactions of business, to inspection or audit by Lessor and her agents, accountants and attorneys, upon Lessor's request, at reasonable hours of business and at reasonable intervals. Any information obtained or revealed in the course of any such inspection or audit shall not be disclosed by Lessor to any person, except to her attorneys or accountants, or except in the course of any suit or action brought by Lessor hereunder. If any such inspection or audit shall show that Lessee has underpaid her aggregate monthly percentage rent by two per cent (2%) or more for the year, then Lessee shall be liable for the reasonable costs and fees incurred for such inspection or audit, and Lessor shall have the right to terminate this lease, without prejudice, however, to any other remedy or right of action which Lessor may have for rents in arrears or for any other or preceding breach of any covenant of this lease on the part of Lessee.

Lessee shall diligently, efficiently and continuously operate the premises, in accordance with good business practice, for the use hereinafter set forth during normal business hours, during the full term of this lease, to produce a maximum amount of monthly percentage rent hereunder; provided, that

Lessee shall not be obliged to so operate the premises on any day or at any hour when it is customary for any similar business establishment in the neighborhood to be closed.

3. Additional Rent. Lessee shall also pay Lessor, as additional rent, the full amount of any gross income or excise tax imposed upon Lessor by any taxing power in respect of her receipt of the foregoing specified rents and in respect of any payment or charge, for which Lessee is liable hereunder, attributed to Lessor as rent or treated as rent hereunder.

4. Real Property Taxes. The premises do not constitute a separate tax parcel (tax key) of land for real property tax purposes. Lessor shall pay all real property taxes, governmental charges and assessments upon the Entire Premises or any interest therein, or with respect to any buildings and/or improvements thereon or benefits thereto, and Lessee shall promptly reimburse Lessor for that portion of such real property taxes, governmental charges and assessments levied upon the Entire Premises, which Lessor in her sole and sound discretion determines to be the share thereof fairly allocable to the premises. Upon receipt by Lessor of the notice of the real property taxes, governmental charges and assessments to be paid in respect of Entire Premises for any real property tax year, Lessor shall promptly give Lessee notice of the share thereof to be paid by Lessee, and Lessee shall pay Lessor such share by installments not less than thirty (30) days before each such installment of real property taxes, governmental charges or assessments come due. The share of Lessee for such real property taxes payable in respect of the terminal year of the lease shall be prorated between Lessor and Lessee as of the date of the

termination of the lease. Lessee shall not file any real property tax return with the State of Hawaii as to the value of any or all of the premises, or otherwise. Nor shall Lessee contest or appeal the amount or validity, or both, of any such tax, charge or assessment before any administrative agency or judicial tribunal without the prior written consent of the Lessor, and, upon obtaining such consent, Lessee shall pay all of the fees and costs incurred as a result of such contest or appeal.

5. Zoning Changes And Variances. Lessee shall not, without Lessor's consent, request or petition for any change in the zoning or variance from the use of the premises now established, nor shall Lessee consent to, or join in, any such request or petition filed in respect of any property near the premises, as required or provided under any ordinance of the County of Maui or statute of the State of Hawaii relating thereto, or any rule or regulation issued by any governmental agency in respect thereof.

6. Use. Lessee shall use the premises only as a kennel, and no other use, except such use as may be directly incidental thereto, shall be made of the premises, or any portion thereof, without the prior written consent of Lessor. In any event, and notwithstanding the foregoing statement of the permitted use of the premises, no use shall be made or permitted to be made of the premises which will increase the cost of obtaining any insurance for the premises, or which will cause the cancellation of any such insurance policy, nor shall Lessee sell or permit to be kept, used, or sold, in or about the

premises, any article which may be prohibited by the standard form of fire insurance policy. Lessee shall at her cost comply with any requirements of any such insurer with respect to the use of the premises. Lessee shall not conduct or permit any auction sale in the premises.

7. Utilities And Maintenance. Lessee shall pay and be responsible for all utility charges (including any charge for garbage collection), except for water, hereafter incurred in respect of the premises. Lessee shall perform and provide her own janitorial service and janitorial supplies for the premises and for the disposal of any trash, waste and garbage from the premises. Lessee shall not, without the prior written consent of Lessor, use any common area of the Entire Premises for the storage of any materials, waste or trash, except that the Lessee may keep trash and waste at any place or places expressly designated therefor by Lessor. Lessor shall pay for the water used for the Entire Premises. On the tenth day of each month (including the month following the termination of the lease) Lessee shall reimburse Lessor for that portion of the direct cost to Lessor of the water used for the Entire Premises which Lessor in her sole and sound discretion determines to be the share thereof fairly allocable to the premises.

8. Waste. Lessee shall not do or commit or permit or suffer to be done any willful or voluntary waste, spoil or destruction in or upon the premises or any part thereof, nor shall Lessee remove any dirt, gravel, soil or timber from the premises, or dig any well upon the premises. Lessor reserves the right to from time to time enter, or have her

duly designated agent enter, the premises to inspect the same at reasonable hours upon reasonable advance notice given to Lessee. Lessor shall inform Lessee by letter of her agent, if any, so designated for such purpose. Lessee agrees, with respect to the use of the premises, to observe and comply with all rules, regulations and laws now in effect or which may be enacted during the term of this lease by any governmental authority. Lessee shall indemnify and defend Lessor against all actions, suits, damages or claims brought against Lessor or suffered by Lessor as a result of the non-observance or non-performance of any such rule, regulation or law or of this covenant.

9. Alterations. Lessee shall not alter, reconstruct, or add to any of the interior or exterior of any building which is a part of the premises, nor shall Lessee construct or move any improvements to the premises, nor shall Lessee make any change in the contour or grade of the land of the Entire Premises, remove any soil, or lay any concrete, asphaltic or other permanent substance upon the premises, or cut any of the trees on the Entire Premises, without the prior written consent of Lessor. Lessee shall not make any repair to any of the premises that would be aesthetically offensive.

10. Signs. Lessee shall not erect or display any sign upon the premises except as the same shall:

- (i) advertise Lessee's business;
- (ii) be approved by Lessor; and
- (iii) be in accord with any applicable ordinance.

During the last ninety (90) days of the lease term, or immediately upon any termination of this lease for default

or by the exercise of any power of termination, Lessor shall have the right to enter the premises to post and maintain a "To Rent" sign, and shall also have the right to enter and show the premises to prospective tenants.

11. Repairs. Lessee shall keep and maintain the premises and all parts thereof, in good and substantial repair and in a sanitary condition. If Lessee should fail to make any repairs required of her, then Lessor shall have the right to make such repair, and Lessee shall be liable for the full cost of such repairs, and shall pay the same upon demand together with interest thereon at the rate of one per cent (1%) per month from the time Lessor shall have paid for such repairs. Lessor, her agents, employees, servants and contractors shall have the right to enter the premises during reasonable hours, together with such machinery and equipment as may be required, for the purpose of making such repairs.

12. Performance And Payment Bonds. Before the commencement of any permitted construction or reconstruction of any building or improvement upon the premises, Lessee shall have the general contractor who shall perform such work obtain a bond, guaranteed by a corporate surety licensed to do business within the State of Hawaii, in the penal amount of the total contract price for such construction or reconstruction established by contract between Lessee and her prime contractor (the total amount of such bond or bonds shall equal such total contract price), for the full performance of such construction or reconstruction in accordance with the plans and specifications therefor, and for the full payment and complete satisfaction of any mechanic's or materialmen's liens claimed by any person

whatsoever in the course of such construction or reconstruction. Lessor and Lessee shall be named as co-obligees under such bond. Lessee shall give Lessor a copy of such bond before the commencement of such construction or reconstruction. Before the commencement of such construction or reconstruction, and from time to time during the course thereof, Lessor shall have the right to demand that Lessee produce satisfactory evidence that such bond or bonds have been obtained and are in full force and effect. If the total contract price for such construction or reconstruction be less than FIVE THOUSAND and 00/100 DOLLARS (\$5,000.00), then, in lieu of obtaining such bond, Lessee shall have the right to deposit, in her name, an amount equal to such contract price with a bank licensed to do business within the State of Hawaii, and any withdrawal from such deposit shall be used to pay for work performed and materials supplied in the course of such construction or reconstruction, but each such withdrawal shall require Lessor's consent.

13. Termination Of Lease Upon Destruction Of Or Damage To Premises; Abatement Of Rent. In the event of any substantial damage to, or the destruction of, the premises, Lessee and Lessor shall each have the power to terminate this lease, and in the event of the exercise of such power neither shall be further obligated hereunder, by giving written notice of termination to the other within thirty (30) days after the occurrence of such casualty. If in such event no such notice of termination shall be given, and this lease shall continue, Lessee shall not be obliged to pay any rent hereunder from the date of the occurrence of such casualty until the restoration of the premises to be restored has been substantially completed.

14. Casualty Insurance. Lessee shall, during the term of this lease, at her own cost and expense, insure and keep insured all buildings, structures, fixtures and improvements now on or hereafter placed upon the premises against loss or damage by fire and such other perils as may be covered by endorsement to, or extension of (without the payment of any additional premium), the standard fire insurance policy, in the name of Lessor, with an insurance company or companies licensed to do business within the State of Hawaii, in an amount equal to the full replacement value thereof, and shall from time to time pay all premiums and any other costs in respect thereof. The proceeds of such insurance shall be payable to Lessor, and in the event of any such loss, damage or other casualty, the same shall be applied as hereinafter set forth. In the event of any such loss, damage or other casualty, Lessor shall promptly apply the net proceeds of such insurance to restore the portion or portions of the premises damaged or destroyed according to the original plans and elevations therefor (so far as practicable). If, in the event of any substantial damage to or the destruction of the premises, either party shall terminate this lease, then all of such proceeds of insurance shall be the absolute property of Lessor, and Lessor shall not be obligated to apply the same to restore the damaged or destroyed premises.

15. Liability Insurance. Lessee shall purchase from an established liability insurer, and maintain during the term of this lease, a policy of general liability insurance, or the equivalent, with limits of liability of not less than ONE HUNDRED THOUSAND and 00/100 DOLLARS (\$100,000.00) for injury (including death) to any one person, THREE HUNDRED THOUSAND and 00/100 DOLLARS (\$300,000.00) for injury (including

death) to more than one person in any one accident or occurrence, and FIFTY THOUSAND and 00/100 DOLLARS (\$50,000.00) against claims for property damage, which shall fully insure the Lessor and Lessee against any suit or claim by whomsoever brought, or loss or liability suffered by Lessor or Lessee, arising out of any injury to any person or property caused or allegedly caused by the condition of the premises, or any area adjacent thereto, or the Lessee's use thereof.

16. Insurance Certificates. Lessee shall deposit with Lessor such policies of insurance, or certificate of insurance, or other evidence that the insurance coverage required by the preceding paragraphs is in effect and that the premiums therefor have been paid. Lessor shall be notified in writing no later than thirty (30) days prior to the termination, cancellation, or material change in any of the terms of such insurance coverage. Any such insurance required by the preceding paragraphs may provide for a deductible amount of Five Hundred Dollars (\$500.00) or such higher amount as may be first agreed upon in writing between the Lessor and the Lessee.

17. Indemnification. Lessee shall defend and indemnify Lessor against any suit or claim brought by any third person, or loss or liability suffered by Lessor, arising out of any injury (including death) to any person or property caused or allegedly caused by the condition of the premises (whether or not such condition is now in existence), any area adjacent thereto, or the Lessee's use thereof.

on any of the rights, remedies, privileges or
apprehensions thereto or involving or pertaining or held

18. Waiver Of Claims And Right Of Subrogation.

Lessor shall not be liable to Lessee, nor shall Lessor be liable to any person or persons claiming under Lessee by lease, license, assignment or subrogation by operation of law, or upon the premises with the express, implied or constructive consent of Lessee, for any loss of, damage to or the destruction of the premises, or some part or parts thereof, or any goods, furniture, fixtures or equipment thereon, for the interruption of any business, or for any injury to the person (including wrongful death) or property of Lessee or to any such persons claiming under Lessee.

19. Subordination Of Lease To Mortgage. Lessor

reserves the right to mortgage the premises during the term of this lease. At the option of Lessor, this lease shall be subordinated to the lien created by any such mortgage, and, if requested by Lessor, Lessee shall forthwith execute and deliver such document or documents as may be required to evidence such subordination. At the request of any such mortgagee, and notwithstanding the subordination of this lease to such mortgage, in the event of the foreclosure of such mortgage, this lease shall continue in effect for the remaining unexpired term, and Lessee shall forthwith attorn to such mortgagee or to the successor in interest of Lessor under such foreclosure.

20. Condemnation. If at any time during the term

of this lease any authority exercising the power of eminent domain should condemn or take all or any part of the premises or any of the rights, easements, privileges and/or appurtenances thereunto belonging or appertaining or held

and enjoyed in connection therewith, or if the value of the premises be impaired because of any such condemnation or taking, then Lessee shall not have the right to claim or recover any of the money payable as a result thereof, except that Lessee shall be entitled to such money, if any, as may be payable by any condemnor as a result of the interruption of the Lessee's business conducted on the premises, because of such taking or condemnation, and for any trade fixtures placed or installed upon the premises and owned by Lessee, if, and only if, such amount of money be separately stated and determined by such condemnor or by a court of competent jurisdiction (but Lessee shall not be entitled to any portion of any condemnation award for any loss of the Lessee's leasehold estate in the premises). In the event of any such complete or partial condemnation or taking of the premises, or in the event of any such impairment to the value of the premises because of such condemnation or taking, Lessee shall have the right to terminate this lease, as of the effective date of such condemnation or taking, without any penalty or further liability hereunder, by giving notice thereof not less than thirty (30) days prior to such effective date. In the event of any such condemnation or taking, unless Lessee exercises her right to terminate this lease, Lessee shall continue to pay the entire rent due hereunder. Each of the parties shall have the right to independently contest any issue in respect of such condemnation relevant to them, and each shall be liable for their own costs, fees and expenses incurred as a result thereof.

21. Involuntary Liens. If Lessee should make any assignment for the benefit of her creditors or be adjudicated a bankrupt, or apply for relief under any provision of the Bankruptcy Act, or if her interest in the premises be seized by virtue of or under any writ, process or order of any court, or if any lien be placed against her interest in the premises, then Lessor, at her option, may terminate this lease, reserving, however, any prior claims, fixed or contingent, against Lessee. Lessor shall have the right to satisfy and discharge any liens or charges imposed against the Lessee's interest in the premises, and any amounts so paid by Lessor shall be immediately due and payable by the Lessee to Lessor as additional rent. If Lessee should contest the validity of any lien involuntarily imposed against her interest in the premises, Lessor shall not have the right to terminate this lease or to satisfy or discharge any such lien, as hereinbefore provided, until after a final adjudication of the validity thereof, if Lessee shall have filed a bond, with a corporate surety satisfactory to Lessor, that guarantees the prompt satisfaction or discharge of such lien upon a final adjudication of the validity thereof.

22. Distress. In the event of Lessee's failure to pay any rent due hereunder, and if such default should continue for thirty (30) days, Lessor shall have the right to seize any of Lessee's goods and property upon the premises, and ninety (90) days after the delivery of written notice of such default and seizure, if such default should continue, shall have the power to sell the same as Lessee's irrevocably appointed agent and shall apply the net proceeds of such sale, after reimbursement of the costs and expenses incident thereto, in satisfaction of such unpaid rent.

23. Surrender. Any and all buildings and improvements now existing, or built or placed upon the premises during the term of this lease, shall be yielded up to Lessor at the end or other sooner determination of the term of this lease, and the same shall not be removed therefrom by the Lessee during the term or at the expiration of this lease, in the same state and condition, except as herein expressly otherwise provided, as at the execution of this lease, save and except normal exhaustion, depreciation, fair wear and tear. Lessee may remove or replace at any time during the term or at, or within thirty (30) days after, the termination of this lease any trade fixture placed or installed upon the premises by Lessee, if such removal or replacement does not deface or damage the premises or if such defacement or damage shall be promptly repaired by Lessee, but only if Lessee is not then in default hereunder. Any holding over by Lessee, with the consent of Lessor, after the termination of this lease, shall be deemed to be a tenancy from month to month, and so far as applicable shall be on the terms and conditions of this lease.

24. Notices. The parties shall, by certified mail, inform each other of any change in their respective post office addresses during the term of this lease. Any notice or payment, required by this lease, mailed to such last known post office address, shall be deemed to have been delivered five days after the deposit thereof with any governmental postal service.

25. Consent. Wherever it is herein provided that Lessee shall obtain Lessor's consent to any act contemplated by Lessee, Lessor shall not unreasonably or arbitrarily withhold such consent, nor shall Lessor demand the payment of any money for the giving of such consent in excess of a reasonable charge for the preparation and recordation of a document to evidence such consent. Lessee shall give Lessor written notice of any act contemplated by Lessee that requires Lessor's consent or approval. Lessor shall then give Lessee written notice of her disapproval or refusal to so consent or approve, and her grounds therefor. If Lessee fails to receive written notice of disapproval or refusal to consent from Lessor within thirty (30) days after Lessee shall have deposited her notice requesting consent or approval, then Lessor shall be deemed to have given her consent or approval to the act contemplated by Lessee.

26. Defeasance. If Lessee should fail to observe, keep or perform any of the covenants or agreements on the part of the Lessee to be observed, kept and performed, including the covenant in respect of the payment of rent, or should abandon the premises, Lessor shall have the right, without legal process, to take possession of the premises thirty (30) days after the Lessor shall have delivered to the Lessee written notice of such default, if Lessee shall have failed to correct such default within such thirty (30) day period, and such retaking shall thereby determine the estate created by this lease, whereupon all of Lessee's interest in the premises shall be forfeit, without prejudice,

however, to any other remedy or right of action which Lessor may have for rents in arrears or for any other or preceding breach of any covenant of this lease on the part of Lessee. (If this lease be recorded with the Bureau of Conveyances or with the Land Court of the State of Hawaii, then Lessor may, at her option, exercise her right to retake the premises, without any physical entry, by filing with the Bureau of Conveyances or the Land Court, as the case may be, an appropriate notice of retaking, and the filing of such notice shall be deemed the equivalent of a physical entry upon the premises.) The liability and obligation of Lessee to pay the rent provided by section 1, above, shall survive such termination of the estate created by this lease. In such event Lessor may, at her option (i) relet the premises upon such terms and conditions as the Lessor shall in her discretion determine, and Lessee shall continue to pay Lessor, as liquidated damages, the fixed rents provided by section 1, above, as and when the same become due and payable, for the period which would have otherwise constituted the balance of the term of this lease, less the net rents received by Lessor as a result of such reletting after deducting all repossession costs, alteration costs, attorney's fees and clean up charges; or (ii) Lessee shall pay Lessor, as liquidated damages, upon demand by Lessor, an amount equal to the difference between the total rent provided by section 1, above, for the remaining unexpired term of lease, less the reasonable rental value of the premises for such remaining unexpired term of lease as

determined by an appraiser of real estate selected by Lessor, discounted to the normal expiration date of the lease term at the rate of six per cent (6%) per year, plus an amount equal to all repossession costs, alteration costs, attorney's fees and clean up charges.

27. Interest On Past Due Amounts. Interest shall accrue, and be due and payable by Lessee, upon any amount Lessee owes Lessor (including without limitation any past due rent) under this lease at the rate of one per cent (1%) per month thirty (30) days after such unpaid amount came due, and all of such interest shall be deemed to be a part of the rent due hereunder.

28. Separate Suits. Lessor shall have the right to split her cause of action for any unpaid rent due hereunder so as to permit the filing of separate suit or suits for any portion of any rents due hereunder, and neither the institution of any such suit, nor the entry of a judgment therein, shall bar Lessor from filing, and proceeding to judgment, a suit or suits for any other rent due hereunder, or for any other payment owed by Lessor to Lessee hereunder.

29. Attorney's Fees. If Lessor is made a party defendant to any litigation concerning this lease, the premises, or the possession thereof by Lessee, then Lessee shall hold Lessor harmless from all losses or liability arising from such litigation, including reasonable attorney's fees, costs and expenses incurred by Lessor, whether or not such litigation is prosecuted to judgment. If Lessor

commences an action against Lessee to enforce any of the terms of this lease, or for the unlawful detainer of the premises, Lessee shall pay Lessor the reasonable attorney's fees, costs and expenses incurred by Lessor, whether or not such action is prosecuted to judgment. If Lessee is in default under any term of this lease, Lessor may employ an attorney to protect the rights of Lessor, and, whether or not an action is commenced by Lessor because of such default, Lessee shall pay Lessor the reasonable attorney's fees, costs and expenses incurred by Lessor.

30. Quiet Enjoyment. Lessor is the owner in fee simple of the premises, and hereby warrants and will defend the interest of Lessee in the premises under this Indenture Of Lease against the claim of any person claiming the same or any part thereof during the term of this lease. The foregoing is in addition to any covenant of title or quiet enjoyment implied by law, or any of the other provisions of this lease for the benefit and security of Lessee.

31. Assignments And Subleases. Lessee shall not have the right to assign this lease, or the leasehold estate, or the right to further sublease any of the premises without the prior written consent of Lessor, nor shall any trustee in bankruptcy, receiver, or assignee for the benefit of creditors of Lessee acquire this lease or the leasehold estate hereby created by operation of law.

32. Non-Waiver Of Breach. Lessor's failure to demand strict and full performance of any of the covenants or agreements on the part of the Lessee to be observed, kept

and performed, or the acceptance of any rent by the Lessor while the Lessee be in default with respect to any such covenant or agreement, shall not be construed to be a waiver or relinquishment by the Lessor of such covenant or agreement, and, in spite of such failure, such covenant or agreement shall be and remain in full force and effect.

33. No Accord And Satisfaction. No payment by Lessee or receipt by Lessor of a lesser amount than the full amount of rent specified shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Lessor shall have the right to accept such payment or deposit or negotiate such check without prejudice to the right of Lessor to recover the rest of such rent or to exercise any other right given to the Lessor under this lease.

34. Acceptance Of Premises By Lessee. Lessee carefully examined the premises at the date hereof, and Lessee acknowledges and covenants to Lessor that the same are:

(i) in the condition represented by Lessor and the agents of Lessor;

(ii) fit and suitable for the use and purpose demised; and

(iii) free from any latent or patent defect.

lessee hereby accepts the premises "as is", and shall indemnify and defend Lessor from and against any claim or action that may arise from any defective or allegedly defective condition existing in or with respect to the premises.

35. Premises. The term "premises" wherever it appears herein, shall be deemed to include (except where such meaning would be clearly repugnant to the context), the land hereinabove described, all buildings, structures, fixtures and improvements now existing on or hereafter constructed or placed upon the said land during the term of this lease.

36. Miscellaneous. All the covenants, agreements, conditions and undertakings herein contained shall extend to and be binding upon the personal representatives, heirs, successors and/or assigns of the respective parties as though expressly named herein, and all the covenants and agreements herein contained shall be construed to be covenants running with the land. The execution of this lease shall not be deemed to create a partnership, joint adventure, or similar relation between the parties. The headings and marginal notations of this lease are for convenience only, and if there be any conflict, the text shall control. The use of any gender shall include all genders. Whenever any words are used in the singular, they shall be construed as though they were also used in the plural in all cases where they would so apply, and vice versa. No amendment of this instrument shall be effective unless the same is in writing and has been executed by all of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument the day and year first above written.

Harriet D. Baldwin
Harriet D. Baldwin

Lessor

Evelyn A. Milne
Evelyn Alice Milne

Lessee

Approved as
to form

William F. Crockett

STATE OF HAWAII)
) ss.
COUNTY OF MAUI)

On this 11th day of September, 1974,
before me personally appeared HARRIET D. BALDWIN, to me known
to be the person described in and who executed the foregoing
instrument, and acknowledged that she executed the same as
her free act and deed.

Geraldine Ann Barlakan
Notary Public, Second Judicial
Circuit, State of Hawaii

My commission expires: 1-6-76

STATE OF HAWAII)
) ss.
COUNTY OF MAUI)

On this 11th day of September, 1974,
before me personally appeared EVELYN ALICE MILNE, to me known
to be the person described in and who executed the foregoing
instrument, and acknowledged that she executed the same as
her free act and deed.

Geraldine Ann Barlach
Notary Public, Second Judicial
Circuit, State of Hawaii

My commission expires: 1-6-76

EXHIBIT A

ALL of that certain parcel of land (comprising portions of the lands described in and covered by Royal Patent Grants Numbers 1817 to Kupaiuli, 315 to Kalaau, 767 to Richard Holliday, 2639 to Daniel T. Conde, 598 to Ieremia and in Royal Patent Number 7453, Land Commission Award Number 8452, Apana 7 to Keohokalole) situate, southeasterly of Makawao Avenue, at Makawao, Island and County of Maui, State of Hawaii, and thus bounded and described:

BEGINNING at a pipe at the northeasterly corner of this parcel of land, which point is on the boundary of the adjoining land owned by Minerva L. Kalama, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PIIHOLO" being 3,680.73 feet South and 9,363.17 feet West, and running thence by azimuth measured clockwise from true South:

1. 301° 13' 78.98 feet along the fence along the Minerva L. Kalama property, being the remaining portion of Grant 767 to Richard Holliday to a pipe;
2. 302° 32' 284.42 feet along the same to a pipe;
3. 302° 33' 30" 525.22 feet along the same, and the remaining portion of Grant 2639 to Daniel T. Conde to a pipe;
4. 292° 12' 44.12 feet along the same fence along remaining portion of Grant 2639 to Daniel T. Conde to a pipe;
5. 55° 20' 161.85 feet along the fence along the Haleakala Ranch Company's property to a pipe;
6. 53° 21' 1,010.40 feet along the same to a pipe;
7. 57° 54' 30" 774.00 feet along the same to a pipe;
8. 147° 36' 592.20 feet along the same to a pipe;
9. 181° 34' 30" 65.87 feet along the same to a pipe;
10. 215° 33' 185.45 feet along the same to a pipe;
11. 125° 33' 40.00 feet along the same to a pipe;
12. 215° 33' 111.82 feet along the southeasterly boundary of Makawao Avenue along the remaining portion of Grant 1817 to Kupaiuli to a pipe;

13. 219° 17' 40.73 feet along same to a pipe;
14. 230° 04' 574.74 feet along the southeasterly boundary of Makawao Avenue along the remaining portions of Grant 1817 to Kupaiuli and Grant 315 to Kalaau to a pipe;
15. 234° 27' 206.56 feet along fence along remaining portion of Grant 315 to Kalaau to a pipe;
16. 234° 37' 428.41 feet along same to the point of beginning, containing an area of 33.23 acres, more or less.

TOGETHER WITH the right to use the area lying between Courses 9 and 10 and Makawao Avenue for vehicular and pedestrian access from the above-described property to Makawao Avenue and from Makawao Avenue to the above described property. This right of access shall be exercisable not only by those who have a legal or equitable interest in the above-described property or any part thereof from time to time, but also by those actually residing on the above-described property or any part thereof from time to time (including any part resulting from a subdivision or resubdivision), and by their guests and invitees.

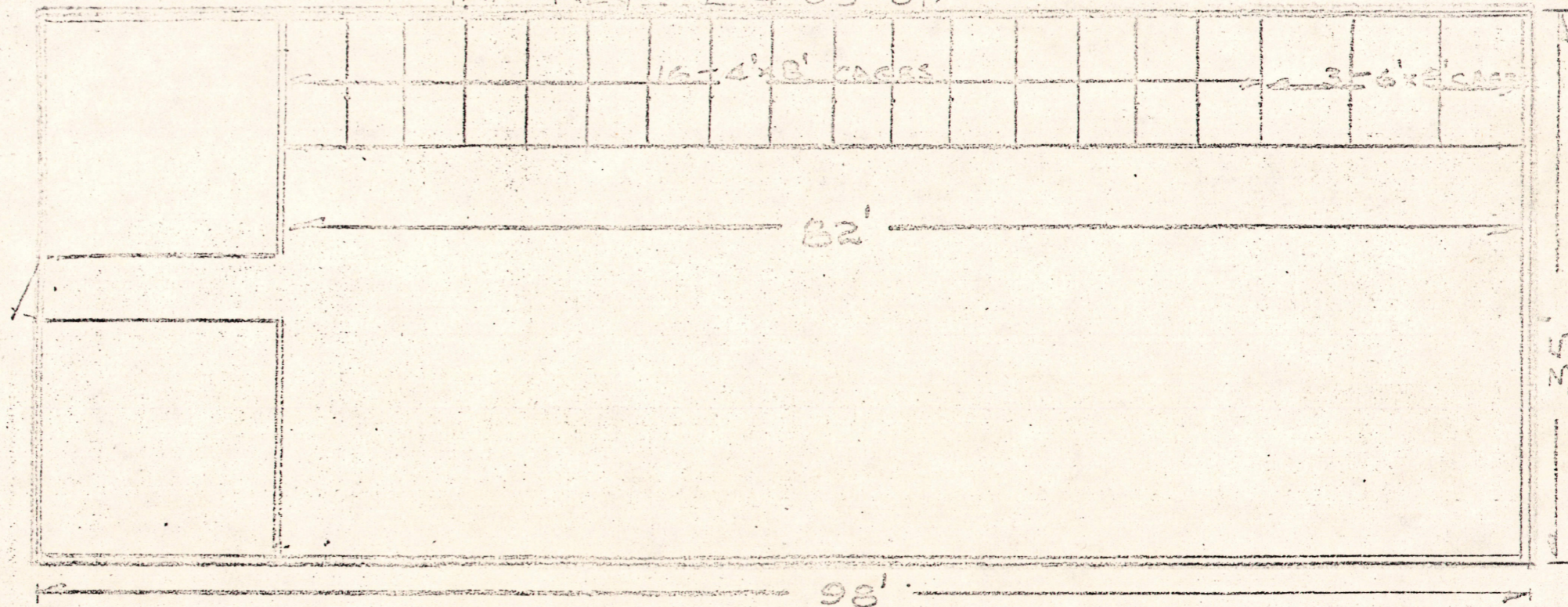
This right of access shall be appurtenant to the above-described property and every part thereof and shall run with the land; PROVIDED, HOWEVER, should the United States Government, State of Hawaii, or the County of Maui acquire fee simple title to any or all of the easement area, the right of access hereinbefore granted shall cease as to the part so required.

SUBJECT, HOWEVER, to the reservation in favor of the State of Hawaii of all mineral and metallic mines as reserved in Royal Patent Grant Nos. 315, 598, 767, 1817, 2639, and Royal Patent 7453.

EXHIBIT B

Boundaries of premises
marked in RED.


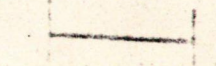
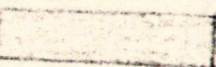
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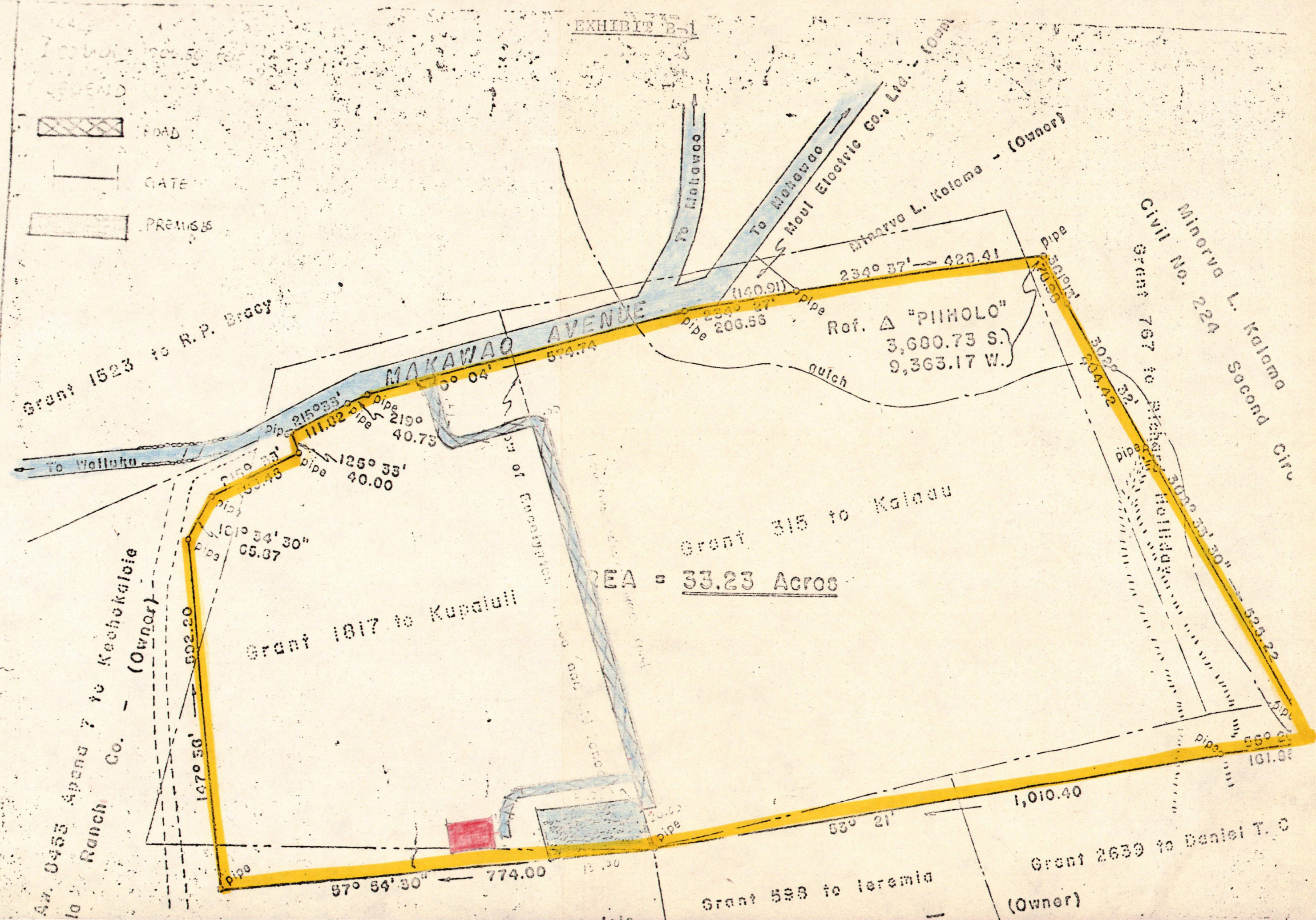


REMODELING INTERIOR OF EXISTING BARN

SCALE: 1 IN. = 10 FEET.

EXHIBIT B-1

-  ROAD
-  GATE
-  PREMISES



Grant 1523 to R.P. Bracy

MAKAWAO AVENUE

AREA = 33.23 Acres

Ref. Δ "PIIHOLO"
3,680.73 S.
9,363.17 W.

Grant 0455 Apuna 7 to Keohokaloie (Owner)

Grant 1817 to Kupalulu

Grant 315 to Kaladu

Grant 598 to Jeremiah (Owner)

Grant 2639 to Daniel T. O (Owner)

Civil No. 224 Second Circle
Grant 767 to ...
Minerva L. Kalama

200.00 = 200.50 feet

To Walluku

To Manawao

To Manawao
S. Maul Electric Co. Ltd. (Owner)

Minerva L. Kalama - (Owner)

gully

part of Encroachment



pipe 215° 33' 111.02
pipe 219° 40.73
pipe 125° 33' 40.00
pipe 10° 34' 30" 65.07
pipe 53° 48'

pipe 234° 37' 206.55
pipe 234° 37' 420.41

pipe 302° 32' 204.42

pipe 302° 33' 30"

pipe 55° 00' 101.00

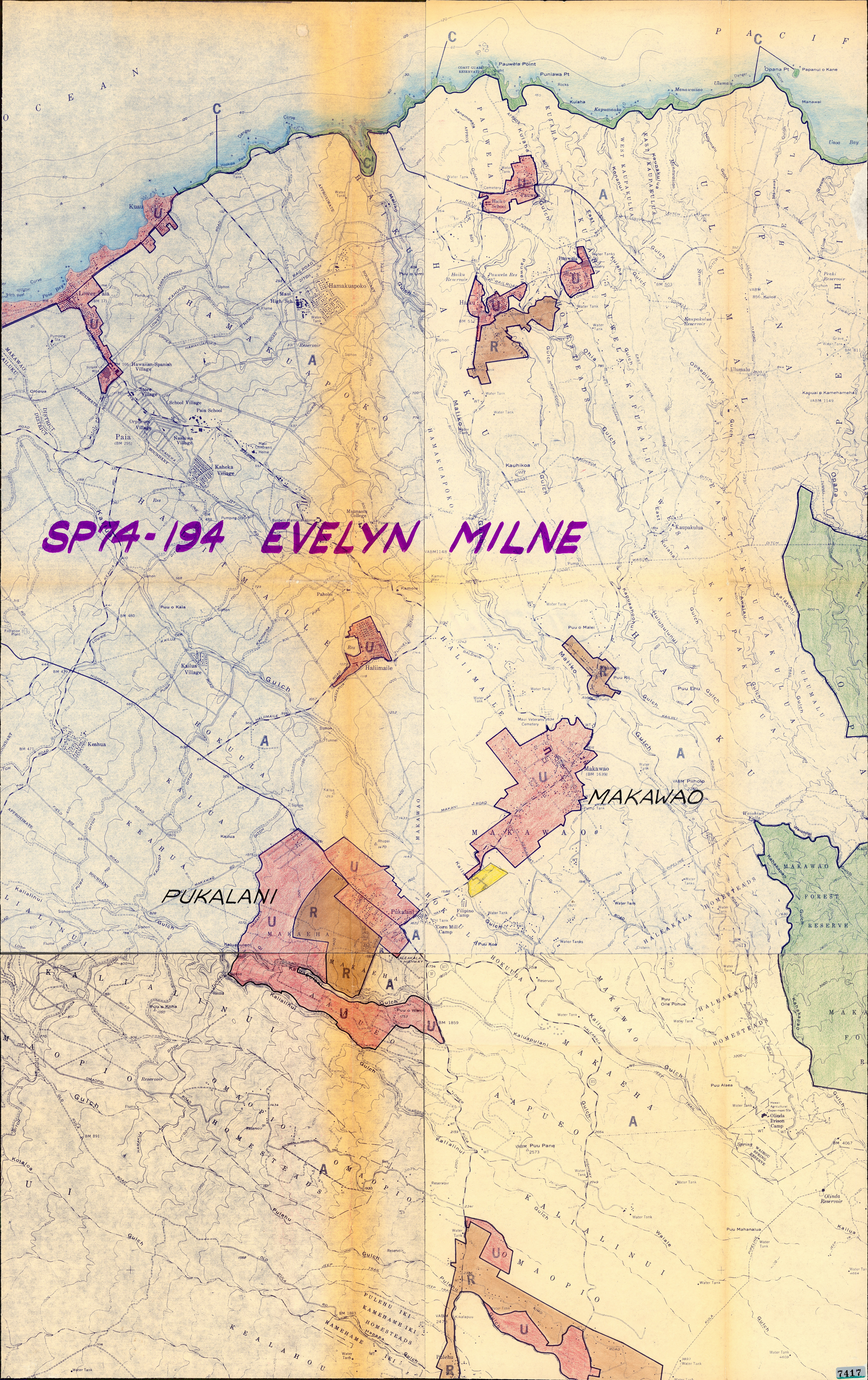
pipe 107° 50' 602.20

pipe 57° 54' 30" 774.00

53° 21' 1,010.40

pipe 52° 22'

SP74-194 EVELYN MILNE



8976-124 EVELYN MILNE

1-10

m-7

m-8

1-11

