

AB Maui Quarries, LLC

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March 24, 2026

VIA EMAIL TO

lee@leemartinhi.com

(This is your only copy)

Mr. Terrence M. Lee
Pacific Guardian Center
737 Bishop Street, Suite 1450
Honolulu, Hawaii 96813



**Re: Response to March 23, 2026 Correspondence
Hawaiian Cement Pu‘unēnē Quarry (CUP 2006/0002 / SP92-380)
Tax Map Key No. (2) 3-8-004:001 (portion)**

Dear Mr. Lee,

AB Maui Quarries, LLC (“AB Maui”) is in receipt of your March 23, 2026 correspondence. We respectfully disagree with your confused interpretation of the relevant statutes, rules, and the longstanding practice before the Maui County Planning Commission and State Land Use Commission.

First, you dismiss HAR § 15-15-95 as applying to the instant Application and instead assert that the controlling authority is HAR § 15-15-96.1. Your assertion conveniently overlooks the fact that HAR § 15-15-96.1 incorporates and requires that “modification, release or deletion of a condition to a special permit shall comply with the requirements of section 15-15-95 and 15-15-96.” Your reliance on *In the Interest of R Children* for the proposition that specific statutes should supersede general ones is also misguided. You ignore the first rule of statutory interpretation that is “the presumption that our legislature intended to enact an effective law, and it is not to be presumed that legislation is a vain effort, or a nullity.” *State v. Harada*, 98 Hawaii 18, 48, 41 P.3d 174, 204 (2002). But even if we are to accept your assertion that HAR § 15-15-96.1 is a “specific” rule, HAR § 15-15-96.1 not only incorporates HAR § 15-15-95, the general rule, but also that both sections should be read in harmony with each other. Here, HAR § 15-15-95 is not a “general provision being overridden”; it is incorporated as part of the specific modification framework and provides further guidance.

Additionally, Maui County Code § 19.40.030 is consistent with HAR § 15-15-95 and requires that an “applicant with notarized written authorization for the application from the owner may file with the department of planning, an application for a conditional permit.” Similarly, for a Special Use Permit, Maui County Code § 19.510.010(D)(1) — incorporated by reference through § 19.510.070(C) — expressly requires “[d]ocuments which identify the owner of the subject parcel of land and the signature or written authorization for the application by the owner.” Together, these provisions make unequivocally clear that neither a Conditional Use

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Permit nor a Special Use Permit may be modified or otherwise altered without the signature or written authorization of the owner of the subject parcel.

Second, your correspondence ignores that the June 27, 2025 Application to amend failed to identify and notify AB Maui as an owner “with a property interest in the subject property as recorded in the county's real property tax records at the time the petition is filed[]” or within the 500 foot radius of the subject property. HAR § 15-15-48.

Third, the record reflects that all previous applications had landowner consent and approval. Attachment C and Attachment D to your current application as well contains “Letters of Authorization” and “Ownership Information and Survey Map” respectively. Your contrived interpretation of the rules gives further credence to our belief that the failure to obtain AB Maui’s consent and/or notify AB Maui was willful and intentional and done to deprive AB Maui of timely participation and due process.

Finally, with respect to the Amended and Restated License Agreement dated effective March 1, 2012, by and between Hawaiian Cement and AB Maui’s predecessor-in-interest, Hawaiian Cement shall be in default if it “fails at any time to have any portion of the Rock Extraction Area designated as Licensed Premises.” In other words, if Hawaiian Cement removes the property from the SP, Hawaiian Cement is in default. It only logically follows that notice be given and consent be obtained. Should Hawaiian Cement continue with its application, Hawaiian Cement will be in default and AB Maui reserves all its rights including but not limited to the rights stated in Paragraphs 24 and 20 to “all costs, expenses and reasonable attorneys' fees which may be incurred or paid by the non-defaulting party in enforcing any covenant and agreement of this Agreement which may be breached by the defaulting party[.]”

While we again renew our demand for you to withdraw the Application, the Planning Commission and Land Use Commission are in receipt of our objection, and you are free to explain your position why notification of and obtaining consent of the landowner for the modification is not necessary and/or legally required.

Should you wish to discuss this matter further, please do not hesitate to contact me a (808) 842-4929 or by email at maiu@nanhawaii.com.

Sincerely,



Micah P. K. Aiu, Esq.
General Counsel