



**CHRIS  
HART**  
& PARTNERS, INC.

Landscape Architecture  
City & Regional Planning

May 17, 2016

Mr. Samuel J. Lemmo, Administrator  
Office of Conservation and Coastal Lands  
Department of Land and Natural Resources  
P.O. Box 621  
Honolulu, Hawaii 96809

Attention: Ms. Tiger Mills

Dear Mr. Lemmo:

**RE: Conservation District Use Application for Driveway for Engel Residence**  
TMK: (2) 4-2-004:062 6501 Honoapiilani Highway, Honolua, Maui. (Enforcement  
Action MA 13-23)

On behalf of Mr. William E. Engel, the Applicant, Chris Hart & Partners, Inc. is submitting an After-the-Fact Conservation District Use Application (CDUA) for repairs to driveway and rock walls and construction of rock columns and a wooden gate within a 15,462 square foot easement through the subject 4.45 acre property owned by Maui Land & Pineapple Company, Inc. (ML&P).

Following is a chronology of events concerning the driveway:

Date	Description	Comments
Unknown	Driveway and rock walls constructed on subject property for access to TMK: (2) 4-2-004:019 by previous owner.	
12/9/2009	William E. Engel & Marla A. Engel acquire TMK: (2) 4-2-004:019.	18,519 square foot parcel is adjacent to subject property.

6/29/2012	State Department of Transportation reported possible Conservation District use violation.	Department of Land & Natural Resources (DLNR) conducts site inspection and notes unauthorized land uses.
7/6/2012	Mr. Engel acquires easement from ML&P.	Easement agreement revised on 3/11/2015.
10/11/2013	Mr. Engel notified of unauthorized land use (ENF: 13-23).	ML&P, the owner of the subject property, was given prior notice of unauthorized land use.
6/13/2014	Board of Land & Natural Resources (BLNR) finds Mr. Engel in violation of §183C HRS and §13-5 HAR.	Ordered to obtain an After-the-Fact Conservation District Use Permit (CDUP) or remove improvements.
9/22/2014	In a letter to Mr. Engel regarding his intention of replacing the single family residence on his property (SPA: MA 15-5), the Office of Conservation and Coastal Lands (OCCL) recommends that the work on the driveway, rock wall & columns, and gate be included in the application for the residence.	OCCL has since requested that Mr. Engel apply for a separate CDUP to resolve the violations since processing the CDUP for the residence could be lengthy.

**Departmental Permit.** The land is within the State Conservation District Limited Subzone. Section P-8 "Structures and Land Uses, Existing" (HAR §13-5-22) identifies uses within the Protective Subzone which also apply to the Limited Subzone:

*(C-1) Moderate alteration of existing structures, facilities, uses, and equipment.*

**Analysis:** According to the June 13, 2014 OCCL staff report to the BLNR:

*The driveway, rock walls and gate improvements appear to be a moderate alteration to the existing residence and driveway on adjacent parcel 19 ...*

*Moderate alteration has been defined in Chapter 13-5, HAR as work done to an existing structure, facility, or use that results in more than a 10% increase, but no more than a 50% increase, in the size of the structure, facility, or use.*

*Under the Penalty Guideline Framework, this action is considered "Moderate" since the identified land use would require a Departmental Permit under the permit prefix "C".*

**HRS Chapter 343 "Environmental Impact Statements"**. Compliance with HRS Chapter 343 is triggered since the action occurs within the Conservation District. However, pursuant to HAR §11-200-5 "Exempt Classes of Action", the action in this application is declared exempt by Class No. 1:

*Operations, repairs, or maintenance of existing structures, facilities, equipment, or topographical features, involving negligible or no expansion or change of use beyond that previously existing;*

Attached for your review is the After-the-Fact CDUA and, pursuant to HAR §13-5-33, a check in the amount of \$250.00 (two hundred fifty dollars and no cents) for the Departmental Permit fee. Upon acceptance of the application, the additional required copies will be provided.

**Conclusion:** The proposed repairs to the existing driveway and rock wall and construction of rock columns and wooden gate on the subject property, owned by ML&P, qualifies as a "moderate alteration" and, therefore, requires a Departmental Conservation District Use Permit processed by the DLNR and approved by the BLNR Chairperson. With the issuance of this permit, all violations will be clear; the Applicant will be submitting a CDUA for the replacement single family residence on the adjacent property.

Thank you for your assistance and consideration in this matter. Please contact Raymond Cabebe of our office at (808) 242-1955 or [rcabebe@chpmaui.com](mailto:rcabebe@chpmaui.com), or me should further clarification or assistance be needed.

Respectfully,



Jordan E. Hart, President

Attachments: CDUA  
Figures  
Appendices  
Fee Check for \$250

Cc: Mr. William E. Engel  
Mr. Keith Scott



# CONSERVATION DISTRICT USE APPLICATION

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**ENGEL DRIVEWAY**



## CONSERVATION DISTRICT USE APPLICATION (CDUA)

*All permit applications shall be prepared pursuant to HAR 13-5-31*

File No.:	
Acceptance Date:	180-Day Expiration Date:
Assigned Planner:	<i>for DLNR Use</i>

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### PROJECT NAME: ENGEL DRIVEWAY

Conservation District Subzone: Limited

Identified Land Use: (C-1) Moderate alteration of existing structures, facilities, uses, and equipment.

*(Identified Land Uses are found in Hawai'i Administrative Rules (HAR) §13-5-22 through §13-5-25)*

Project Address: 6501 Honoapi'ilani Highway

Honolua, Maui

Tax Map Key(s): (2) 4-2-004:062 (formerly (2) 4-2-004:032 & (2) 4-2-001:007)

Ahupua'a: Honolua

District: Ka'anapali

County: Maui

Island: Maui

Proposed Commencement Date: ATF

Proposed Completion Date: ATF

Estimated Project Cost: \$43,500.00

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**TYPE OF PERMIT SOUGHT:**     Board Permit     Departmental Permit

Temporary Variance (*ref §13-5-36*)

Site Plan Approval (*ref §13-5-38*)

*Note: The two items on the left do not require that a full CDUA be filled out. Please complete the first four pages of this application and refer to the relevant HAR sections for the required documentation.*

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### ATTACHMENTS (*where applicable*)

\$ 250 Application Fee (*ref §13-5-32 through 34*)

\$ \_\_\_\_\_ Public Hearing Fee (*\$250 plus publication costs; ref §13-5-40*)

20 copies of CDUA for Board and Departmental Permits (*5 hard + 15 hard or digital copies*)

Management Plan *or* Comprehensive Management Plan (*ref §13-5-39 and Chapter 13-5 Exhibit 3*)

Draft / Final Environmental Assessment *or* Draft / Final Environmental Impact Statement

Special Management Area Determination (*ref Hawai'i Revised Statutes (HRS) 205A*)

Shoreline Certification (*ref §13-5-31(a)(8)*) if land use is subject to coastal hazards.

Kuleana documentation (*ref §13-5-31(f)*) if applying for a non-conforming kuleana use.

Boundary Determination (*ref §13-5-17*) if land use lies within 50 feet of a subzone boundary.

## REQUIRED SIGNATURES

### Applicant

Name / Agency: William E. Engel

Street Address: 590 15<sup>th</sup> Street

Del Mar, CA 92014

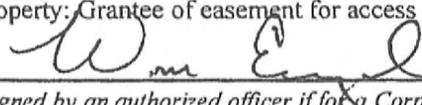
Contact Person & Title: William E. Engel

Phone: (858) 414-6569

Fax:

Email: bengel@peglion.com

Interest in Property: Grantee of easement for access & landscaping

Signature: 

Date: 5/14/16

*Signed by an authorized officer if for a Corporation, Partnership, Agency or Organization*

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### Landowner (if different than the applicant)

Name: Tim T. Esaki

Title; Agency: Chief Financial Officer, Maui Land & Pineapple Company, Inc.

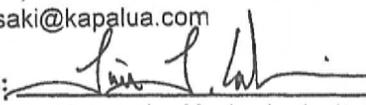
Mailing Address: 200 Village Road

Lahaina, Hawaii 96761

Phone: (808) 665-5480

Fax: (808) 665-0641

Email: tesaki@kapalua.com

Signature: 

Date: May 17, 2016

*For State and public lands, the State of Hawai'i or government entity with management control over the parcel shall sign as landowner.*

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### Agent

Agency: Chris Hart & Partners, Inc.

Contact Person & Title: Jordan E. Hart, President

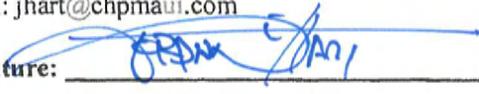
Mailing Address: 115 North Market Street

Wailuku, Hawaii 96793

Phone: (808) 242-1955

Fax: (808) 242-1956

Email: jhart@chpmaui.com

Signature: 

Date: 2016-05-17

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### For DLNR Managed Lands

#### State of Hawai'i

Chairperson, Board of Land and Natural Resources

State of Hawaii

Department of Land and Natural Resources

P.O. Box 621

Honolulu, Hawaii 96809-0621

Signature \_\_\_\_\_

Date: \_\_\_\_\_

## **PROPOSED USE**

Total size/area of proposed use (indicate in acres or sq. ft.): See Attachment 1, p. 1

Please provide a detailed description of the proposed land use(s) in its entirety. Information should describe what the proposed use is; the need and purpose for the proposed use; the size of the proposed use (provide dimensions and quantities of materials); and how the work for the proposed use will be done (methodology). If there are multiple components to a project, please answer the above for each component. Also include information regarding secondary improvements including, but not limited to, grading and grubbing, placement of accessory equipment, installation of utilities, roads, driveways, fences, landscaping, etc.

Attach any and all associated plans such as a location map, site plan, floor plan, elevations, and landscaping plans drawn to scale (*ref §13-5-31*).

See Attachment 1, pp. 1-3

## **EXISTING CONDITIONS**

Please describe the following, and attach maps, site plans, topo maps, colored photos, and biological or archaeological surveys as appropriate:

Existing access to site:

See Attachment 1, p. 4

Existing buildings/structures:

See Attachment 1, p. 4

Existing utilities (electrical, communication, gas, drainage, water & wastewater):

See Attachment 1, p. 4

Physiography (geology, topography, & soils):

See Attachment 1, pp. 4-5

Hydrology (surface water, groundwater, coastal waters, & wetlands):

See Attachment 1, p. 5

Flora & fauna (indicate if rare or endangered plants and/or animals are present):

See Attachment 1, p. 5

Natural hazards (erosion, flooding, tsunamis, seismic, etc.):

See Attachment 1, p. 5

Historic & cultural resources:

See Attachment 1, pp. 5-6

## EVALUATION CRITERIA

**The Department or Board will evaluate the merits of a proposed land use based upon the following eight criteria (*ref §13-5-30(c)*)**

1. The purpose of the Conservation District is to conserve, protect, and preserve the important natural and cultural resources of the State through appropriate management and use to promote their long-term sustainability and the public health, safety, and welfare. (*ref §13-5-1*)  
How is the proposed land use consistent with the purpose of the conservation district?

See Attachment 1, p. 7

2. How is the proposed use consistent with the objectives of the subzone of the land on which the land use will occur? (*ref §13-5-11 through §13-5-15*)

See Attachment 1, p. 7

3. Describe how the proposed land use complies with the provisions and guidelines contained in chapter 205A, HRS, entitled “Coastal Zone Management” (*see 205A objectives on p. 9*).

See Attachment 1, pp. 7-8

4. Describe how the proposed land use will not cause substantial adverse impact to existing natural resources within the surrounding area, community or region.

See Attachment 1, p. 8

5. Describe how the proposed land use, including buildings, structures and facilities, is compatible with the locality and surrounding areas, appropriate to the physical conditions and capabilities of the specific parcel or parcels.

See Attachment 1, p. 8

6. Describe how the existing physical and environmental aspects of the land, such as natural beauty and open space characteristics, will be preserved or improved upon.

See Attachment 1, p. 8

7. If applicable, describe how subdivision of land will not be utilized to increase the intensity of land uses in the Conservation District.

See Attachment 1, p. 8

8. Describe how the proposed land use will not be materially detrimental to the public health, safety and welfare.

See Attachment 1, p. 8

## **CULTURAL IMPACTS**

Articles IX and XII of the State Constitution, other state laws, and the courts of the State, require government agencies to promote and preserve cultural beliefs, practices, and resources of Native Hawaiians and other ethnic groups.

Please provide the identity and scope of cultural, historical, and natural resources in which traditional and customary native Hawaiian rights are exercised in the area.

See Attachment 1, p. 9

Identify the extent to which those resources, including traditional and customary Native Hawaiian rights, will be affected or impaired by the proposed action.

See Attachment 1, p. 9

What feasible action, if any, could be taken by the Board of Land and Natural Resources in regards to your application to reasonably protect Native Hawai'i rights?

See Attachment 1, pp. 9-10

## **OTHER IMPACTS**

Does the proposed land use have an effect (positive/negative) on public access to and along the shoreline or along any public trail?

See Attachment 1, p. 11

Does the proposed use have an effect (positive/negative) on beach processes?

See Attachment 1, p. 11

Will the proposed use cause increased sedimentation?

See Attachment 1, p. 11

Will the proposed use cause any visual impact on any individual or community?

See Attachment 1, p. 11

Please describe any sustainable design elements that will be incorporated into the proposed land use (*e.g. the use of efficient ventilation and cooling systems; renewable energy generation; sustainable building materials; permeable paving materials; efficient energy and water systems; efficient waste management systems; etc.*).

See Attachment 1, p. 11

If the project involves landscaping, please describe how the landscaping is appropriate to the Conservation District (*e.g. use of indigenous and endemic species; xeriscaping in dry areas; minimizing ground disturbance; maintenance or restoration of the canopy; removal of invasive species; habitat preservation and restoration; etc.*)

See Attachment 1, pp. 11-12

Please describe Best Management Practices that will be used during construction and implementation of the proposed land use.

See Attachment 1, p. 12

Please describe the measures that will be taken to mitigate the proposed land use's environmental and cultural impacts.

See Attachment 1, p. 12



## CHAPTER 205A – COASTAL ZONE MANAGEMENT

Land uses are required to comply with the provisions and guidelines contained in Chapter 205A, Hawai‘i Revised Statutes (HRS), entitled "Coastal Zone Management," as described below:

- **Recreational resources:** Provide coastal recreational opportunities accessible to the public.
- **Historic resources:** Protect, preserve, and, where desirable, restore those natural and manmade historic and prehistoric resources in the coastal zone management area that are significant in Hawaiian and American history and culture.
- **Scenic and open space resources:** Protect, preserve, and, where desirable, restore or improve the quality of coastal scenic and open space resources.
- **Coastal ecosystems:** Protect valuable coastal ecosystems, including reefs, from disruption and minimize adverse impacts on all coastal ecosystems.
- **Economic uses:** Provide public or private facilities and improvements important to the State's economy in suitable locations.
- **Coastal hazards:** Reduce hazard to life and property from tsunami, storm waves, stream flooding, erosion, subsidence, and pollution.
- **Managing development:** Improve the development review process, communication, and public participation in the management of coastal resources and hazards.
- **Public participation:** Stimulate public awareness, education, and participation in coastal management.
- **Beach protection:** Protect beaches for public use and recreation.
- **Marine resources:** Promote the protection, use, and development of marine and coastal resources to assure their sustainability.

## MANAGEMENT PLAN REQUIREMENTS

Certain land uses require that a Management Plan be approved by the Board of Land and Natural resources. The Management Plan can be processed concurrently with the Conservation District Use Application and must be consistent with HAR Chapter 13-5, Exhibit 3. Please attach the proposed Management Plan as a separate document.

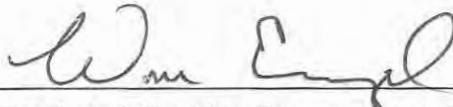
Pursuant to the above, Management Plans must include:

- General description of the proposed use (e.g. forestry, fishpond, astronomy, aquaculture, agriculture)
- Project location (e.g. island maps, location map, site plan (drawn to scale))
- Natural resource assessment, including descriptive information about the natural resources in the project vicinity such as biological, archaeological, cultural, geological, coastal, recreational, and scenic resources, where applicable. The presence of any threatened or endangered species shall be disclosed.
- A description of best management practices used during project construction and implementation (e.g. mitigation measures).
- A description of the best management practices to be used during the lifetime of the project (e.g. mitigation measures)
- A description of the conservation methods as applications to be used in the short term and long term (e.g. mitigation measures)
- Description of existing uses and facilities, if any.
- Description of proposed facilities and uses, including phases, if applicable.
- Project schedule including description of project sequencing from project construction to project completion and on-going maintenance plans, including a description and timing of natural resource monitoring and maintenance plans.
- A description of the annual reporting requirements.
- Any other information or data, as required by the department.

## CERTIFICATION

I hereby certify that I have read this completed application and that, to the best of my knowledge, the information in this application and all attachments and exhibits is complete and correct. I understand that the failure to provide any requested information or misstatements submitted in support of the application shall be grounds for either refusing to accept this application, for denying the permit, or for suspending or revoking a permit issued on the basis of such misrepresentations, or for seeking of such further relief as may seem proper to the Land Board.

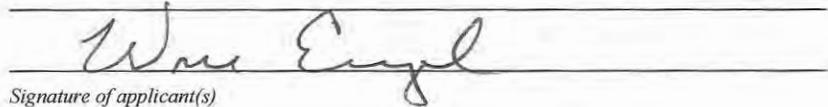
I hereby authorize representatives of the Department of Land and Natural Resources to conduct site inspections on my property. Unless arranged otherwise, these site inspections shall take place between the hours of 8:00 a.m. and 4:30 p.m.



*Signature of authorized agent(s) or if no agent, signature of applicant*

## AUTHORIZATION OF AGENT

I hereby authorize           Jordan E. Hart           to act as my representative and to bind me in all matters concerning this application.



*Signature of applicant(s)*

## ATTACHMENT 1

### Proposed Use

Total size/area of proposed use (indicate in acres or sq. ft.): Approx. 4,800 sq. ft.

Please provide a detailed description of the proposed land use(s) in its entirety. Information should describe what the proposed use is; the need and purpose for the proposed use; the size of the proposed use (provide dimensions and quantities of materials); and how the work for the proposed use will be done (methodology). If there are multiple components to a project, please answer the above for each component. Also include information regarding secondary improvements including, but not limited to, grading and grubbing, placement of accessory equipment, installation of utilities, roads, driveways, fences, landscaping, etc. Attach any and all associated plans such as a location map, site plan, floor plan, elevations, and landscaping plans drawn to scale (ref §1 3-5-31).

### Need and Purpose

The purpose of the Conservation District Use Permit Application is to analyze the potential impact related to the granting of a Conservation District Use Permit (CDUP) for an existing driveway, rock walls, and a wooden gate (the **Improvements**) on TMK: (2) 4-2-004:062 (the **Property**), which is owned by Maui Land & Pineapple Company, Inc.

The **Applicant**, William Engel, wishes to leave the Improvements in place to provide access to adjoining parcel, TMK: (2) 4-2-004:019 (the **Applicant's Property**). The Applicant is the Grantee of a Grant of Access and Landscaping Easement (March 11, 2015) with the owner of the Property, Maui Land & Pineapple Company, Inc., as the Grantor (See: Appendix "A"). The easement, for "yard and landscaping purposes, and for vehicular and pedestrian access", has an area of 15,462 square feet. The Applicant is applying for After-the-Fact approval of the Improvements within the easement area as recommended by OCCL.

The driveway is an accessory use needed for access to the existing single family residence.

### Proposed Use

The Improvements consisted of the following:

- Repair approximately 12-foot wide, 100-foot long concrete driveway by removing and replacing damaged portions.
  - The driveway is reconstructed with expansion joints at appropriate intervals.
- Repair and extend rock retaining walls on both sides of driveway.
  - The rock walls are approximately 3-feet high and 18-inches wide.
  - The rock wall on the west side of driveway is approximately 100 feet long and the east side rock wall is approximately 82 feet long.

- The walls consist of stacked rock with the top surface grouted with concrete.
- Build two concrete and rock columns at entrance to driveway.
  - The rock columns are approximately 2-feet 6-inches by 2-feet 6-inches and 6-feet 6-inches high.
  - The columns consist of stacked rock with the top surface grouted with concrete.
- Install wooden gate between rock columns.
  - The each of the two-door gates are 6-feet wide by 6-feet 6-inches high.
  - The gates are constructed of 6-inch wide Ipe wood lats.
- Landscape plantings to prevent erosion on the bank on the west side of the driveway. Plantings are also provided between the east side retaining wall and the existing residence.
  - Plantings consists of the following shrubs and trees: red & green ti, ginger, philodendron, croton, bromeliad, dracaena, bird of paradise, areca palms, papaya, plumeria, and ironwood.

The rock walls and a driveway were present on the Property when the Applicant acquired the Applicant's Property in 2011. Residential use was established on the Applicant's Property by Conservation District Use Permit MA-163, approved on January 22, 1971 by the Board of Land and Natural Resources (the **Board**). At the time, the Applicant was of the understanding that the existing wall and driveway were originally constructed with permits issued by the Board. The Improvements were constructed in 2012.

The Department of Land and Natural Resources, Maui District Land Office (MDLO) conducted an inspection of the Property on June 29, 2012 and identified the existence of the Improvements. At its meeting on June 13, 2014, the Board found the Applicant in violation of §183C, HRS and §13-5 HAR due to the Improvements being constructed on the Property without proper authorization. The Department of Land and Natural Resources, Office of Conservation and Coastal Lands (OCCL) recommended that the Applicant obtain an After the Fact CDUP for the Improvements.

The use of Conservation District land triggers compliance with HRS Chapter 343 "Environmental Impact Statements." However, the Improvements qualify as an exempt action pursuant to HAR 11-200-8, under the following classes:

4. *Minor alterations in the conditions of land, water, or vegetation;*
6. *Construction or placement of minor structures accessory to existing facilities;*

An Environmental Assessment (EA) is being prepared to support an application for CDUP for the demolition and reconstruction of a single family residence on the Applicant's Property. The EA will provide a comprehensive evaluation of environmental impacts of the Improvements in the context of the aforementioned proposed actions on the Applicant's Property.

As discussed in this application, the retention of the Improvements will not result in an environmental impact to surrounding waters, near shore waters, natural resources and/or archaeological and historic resources of the site or in the immediate area. The Improvements will not result in significant impacts to the environment and is consistent with the requirements of HRS, Section 343.

Supporting exhibits are provided:

Figure No. 1: Regional Location Map

Figure No. 2: Aerial Map

Figure No. 3: Site Photographs

Appendix A: Grant of Access and Landscaping Easement (March 11, 2015)

Appendix B: Certified Shoreline Map (July 5, 2013)

## Existing Conditions

**Please describe the following, and attach maps, site plans, topo maps, colored photos, and biological or archaeological surveys as appropriate:**

The Property, TMK: (2) 4-2-004:062, is a narrow 4.45 acre undeveloped shoreline property. The parcel was formerly identified as TMK: (2) 4-2-004:032 and TMK: (2) 4-2-001:007. It abuts Lower Honoapiilani Road to southeast and the Pacific Ocean to the northwest. The shoreline, which runs the entire of the property, appears to consist primarily of rocks and boulders.

**Land Use Designations** are as follows:

State Land Use Classification:	Conservation
West Maui Community Plan:	Conservation & Park
County Zoning:	Interim
Flood Zone Designation:	VE & X
Special Designations:	Special Management Area (SMA)

### **Existing access to site:**

Access is via Honoapiilani Highway, a two lane two-way road maintained by the State of Hawaii.

### **Existing buildings/structures:**

The Property does not contain any additional buildings or structures.

### **Existing utilities (electrical, communication, gas, drainage, water & wastewater):**

No utilities serve the Property

### **Physiography (geology, topography, & soils):**

According to the Soil Survey of the Islands of Kauai, Oahu, Maui, Molokai, and Lanai, State of Hawaii, prepared by the United States Department of Agriculture, Soil Conservation Service, August 1972, the soil classifications found on the project site are rock land (rRK) and rough broken land ( rRR). rRK ranges from almost level to very steep slopes. Exposed rock can cover the surface of this soil type from 25 to 90 percent. It ranges in elevation from nearly sea level to more than 6,000 feet and is used primarily for pasture, wildlife habitat, and water supply. It is also used for urban development but has a high shrink-swell potential (drastic volume change). rRR, has a slope of about 40 to 70 percent, it occurs in gulches and on mountainsides, and it

ranges from nearly sea level to 8,000 feet. Uses range from watershed, wildlife habitat, pasture, and woodlands. The rRR soil type is on the portion of the property where the Improvements are located.

**Hydrology (surface water, groundwater, coastal waters, & wetlands):**

In the vicinity of the Improvements, there are no features indicating surface water bodies or wetlands. The Property overlies the Honolulu Aquifer (State Code No. 602020) which has an estimated sustainable yield of 8 MGD (million gallons per day), according to the State Commission on Water Resource Management. As previously noted, the shoreline runs along the northwest boundary of the Property.

**Flora & fauna (indicate if rare or endangered plants and/or animals are present):**

Existing vegetation on the property primarily consists of native and non-native species typical of vacant shoreline properties in the area. Predominant species are buffelgrass, various weeds, ironwood, dragon fruit, and *haole* koa. No wetland indicator plants were found in the vicinity of the Improvements on the Property. Avifauna typically found in the area includes the common myna, several species of dove, cardinal, house finch, and house sparrow. Mammals common to this area include cats, dogs, rats, mice, and mongoose. No known rare, endangered, or threatened species of flora or fauna were observed on the Property. The waters around all of the Hawaiian Islands are known habitats for the Hawaiian monk seal and the green and hawksbill turtles (listed species); however, there are no officially designated "critical habitats" for these species in the waters surrounding Maui at this time. There are no known significant habitats of rare, endangered or threatened species of flora and fauna located on the subject property. Thus, rare, endangered, or threatened species of flora and fauna will not be impacted by the Improvements.

**Natural hazards (erosion, flooding, tsunami, seismic, etc.):**

According to Panel Number 150003 0262F dated November 04, 2015 Flood Insurance Rate Map, prepared by the United States Federal Emergency Management Agency, the project site is situated within Zones VE & X. The portion of the subject property that runs along the shoreline, the northern boundary, is designated Zone VE, an area of 100-year coastal flood with a wave action velocity and a base flood elevation of 19 feet. The remainder and majority of the parcel is designated Zone X, areas determined to be outside the 0.2% annual chance floodplain. The Improvements are located in Zone X.

**Historic & cultural resources:**

A Cultural Impact Analysis (CIA) was prepared by Ms. Jill Engledow and Ms. Katherine Kama'ema'e Smith (March 2016) for the proposed improvements on the Applicant's Property. The CIA did not identify any cultural resources, i.e. medicinal plants, shoreline resources, religious sites that will be impacted by the project on the

Applicant's Property and it is reasonable to expect that cultural resources are absent on Property in the vicinity of the Improvements.

See the following attachments:

Figure No. 1: Regional Location Map

Figure No. 2: Aerial Map

Figure No. 3: Site Photographs

## Evaluation Criteria

The Department or Board will evaluate the merits of a proposed land use based upon the following eight criteria (ref §13-5-30 (c)):

**1. The purpose of the Conservation District is to conserve, protect, and preserve the important natural and cultural resources of the State through appropriate management and use to promote their long-term sustainability and the public health, safety, and welfare. (ref §13-5-1) How is the proposed land use consistent with the purpose of the conservation district?**

The primary natural resource in the immediate area of the property is the shoreline. The shoreline includes the beach, the ocean waters and the aquatic life. Properties fronting this portion of shoreline at Honokahua Bay are naturally armored by a rock and boulder beach. The Improvements are located approximately 100 feet from the shoreline.

The Improvements will not adversely impact existing coastal processes and will not aggravate or contribute to erosion and will have no direct adverse impact on marine resources or the natural environment. Also, the Improvements do not cause changes in the shoreline position due to the limited scope and distance from the shoreline.

**2. How is the proposed use consistent with the objectives of the subzone of the land on which the land use will occur? (ref §13-5-1 I through §13-5-1 5)**

The Improvements lie within the Limited Subzone. The objective of the Limited Subzone is to limit uses where natural conditions suggest constraints on human activities.

The Improvements, occupying approximately 4,800 square feet, or 3%, of the 4.45 acre (193,842 square feet) Property, have a minimal effect on any natural and cultural resources of the Property.

**3. Describe how the proposed land use complies with the provisions and guidelines contained in chapter 205A, HRS, entitled "Coastal Zone Management" (see 205A objectives on p. 8).**

The Special Management Area Rules, Regulations and Guidelines address recreational resources, historic/cultural resources, scenic and open space resources, coastal ecosystems, economic uses, coastal hazard, management of development, and the public participation with regard to the same, as well as beach protection, marine resources. The Improvements would not have any significant adverse effect on the resources of the area including recreational, historic, cultural, open space resources, coastal ecosystems, the economic uses, the coastal hazards, and the beach marine

resources of the area. The Improvements do not narrow the useable section of the beach nor does it inhibit lateral access along the shoreline. The Improvements do not alter, nor will they alter public use toward the ocean. The Improvements do not interfere with the public's use of the beach, nor do they have an adverse impact on the coastal and marine resources.

**4. Describe how the proposed land use will not cause substantial adverse impact to existing natural resources within the surrounding area, community or region.**

Due to the limited scope of the Improvements, on approximately 4,800 square feet, or 3%, of the 4.45 acre (193,842 square feet) Property, there are minimal impacts on the natural resources of the Property, surrounding area, community and region.

**5. Describe how the proposed land use, including buildings, structures and facilities, is compatible with the locality and surrounding areas, appropriate to the physical conditions and capabilities of the specific parcel or parcels.**

The property is bordered to the northeast by the Applicant's Property containing permitted single family residential use. The Improvements are for vehicular and pedestrian access to the Applicant's Property, accessory uses to the residential use.

**6. Describe how the existing physical and environmental aspects of the land, such as natural beauty and open space characteristics, will be preserved or improved upon.**

The Improvements are a driveway with rock walls (no higher than 3 feet) on either side, two rock columns, and a wooden gate. The Improvements occupy approximately 3% of the area of the Property, with the remainder of the Property in open space.

**7. If applicable, describe how subdivision of land will not be utilized to increase the intensity of land uses in the Conservation District.**

No subdivision is proposed; therefore, there is no increase in intensity of land uses.

**8. Describe how the proposed land use will not be materially detrimental to the public health, safety and welfare.**

The Improvements occur within private property and does interfere with public health, safety, or welfare.

## CULTURAL IMPACTS

**Articles IX and XII of the State Constitution, other state laws, and the courts of the State require government agencies to promote and preserve cultural beliefs, practices, and resources of Native Hawaiians and other ethnic groups.**

**Please provide the identity and scope of cultural, historical and natural resources in which traditional and customary native Hawaiian rights are exercised in the area.**

A Cultural Impact Analysis (CIA) was prepared by Ms. Jill Engledow and Ms. Katherine Kama'ema'e Smith (March 2016) for the proposed improvements on the Applicant's Property. The CIA identifies property in the *moku* (district) of Ka'anapali, now known as Lahaina, within the *ahupua'a* land division of Honolulu.

*Ka'anapali Moku was known for its fishing grounds, rich 'uala (sweet potato) farming and cattle grazing land. Many kuleana parcels were held by small farmers at the time of the Mahele. (Engledow & Smith 2016: 10)*

The CIA contains results of archival research and oral interviews with individuals who lived in the Kapalua area or worked for Maui Land & Pineapple Company when the plantation and ranch were operating. One of authors of the CIA, Ms. Smith, knew one of the families that lived on the Applicant's Property in the 1970s, which was part of a 3.42 acre Land Court Award to Naiwimawaho, a result of the Great Mahele of 1848

The CIA did not identify any cultural resources, i.e. medicinal plants, shoreline resources, religious sites that will be impacted by the project on the Applicant's Property. Nor are there cultural sites in the immediate vicinity that require access through the Applicant's Property. It is reasonable to expect that the easement area adjacent to the Applicant's Property is also absent of any cultural sites.

**Identify the extent to which those resources, including traditional and customary Native Hawaiian rights, will be affected or impaired by the proposed action.**

The Improvements do not affect the common practice of fishing along the shoreline. Since no other cultural resources have been identified in the area, no traditional and customary Native Hawaiian rights are affected by this action.

**What feasible action, if any, could be taken by the BLNR in regards to your application to reasonably protect native Hawaiian rights?**

As noted above, no traditional or customary Hawaiian rights have been identified as being currently exercised in the immediate area. Therefore, there is no action available to the BLNR for the protection of any rights.

## OTHER IMPACTS

### **Does the proposed land use have an effect (positive/negative) on public access to and along the shoreline or along any public trail?**

The public can access the shoreline at D.T. Fleming Park approximately 1,500 feet to the south. Private access to the shoreline is also available at several points south of the Improvements through the Property. The Improvements do not alter public access to and along the shoreline.

### **Does the proposed use have an effect (positive/negative) on beach processes?**

As previously noted, the Improvements are approximately 100 feet away from the rocky shoreline and has no effect on the current nature of beach processes on Honokahua Bay.

### **Will the proposed use cause increased runoff or sedimentation?**

Due to the hardened surface of the Improvements, there is a small amount of runoff generated. However, since 98% of the Property is undeveloped, the minimal runoff percolates into the ground.

### **Will the proposed use cause any visual impact on any individual or community?**

There are minimal public *makai* views through this portion of the property. High banks along the highway and heavy vegetation obstruct *makai* views through most of property. As such, the existing Improvements do not have a significant visual impact on individuals or the community.

### **Please describe any sustainable design elements that will be incorporated into the proposed land use (such as the use of efficient ventilation and cooling systems; renewable energy generation; sustainable building materials; permeable paving materials; efficient energy and water systems; efficient waste management systems; et al.).**

The Improvements do not have any sustainable design elements, however it does not use any energy or water, it does not generate any waste, nor does it cause any significant environmental harm.

### **If the project involves landscaping, please describe how the landscaping is appropriate to Conservation District (e.g. use of indigenous and endemic species; xeriscaping in dry areas; minimizing ground disturbance; maintenance or restoration of the canopy; removal of invasive species; habitat preservation and restoration; et al.).**

Except for the area bordering the Improvements, existing vegetation within the easement area will remain as is. Native or endemic and County Planting Zone 3 drought tolerant shrubbery have been planted on both sides of the driveway. Plantings on the west side of the driveway stabilize the bank and control erosion. No invasive plant species are proposed. A comprehensive planting plan will be developed in conjunction with the redevelopment of the Applicant's Property.

**Please describe the Best Management Practices that will be used during construction and implementation of the proposed land use.**

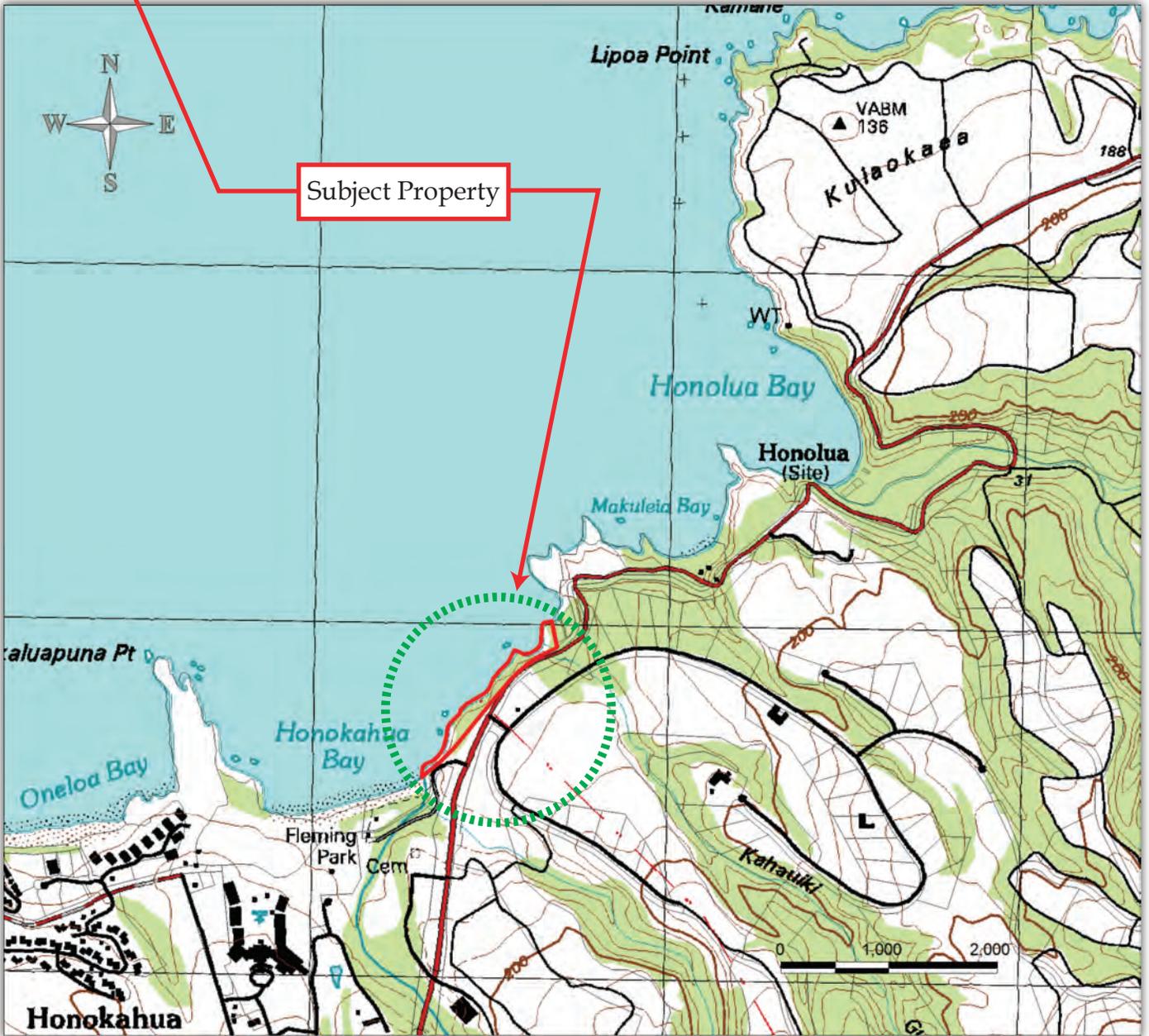
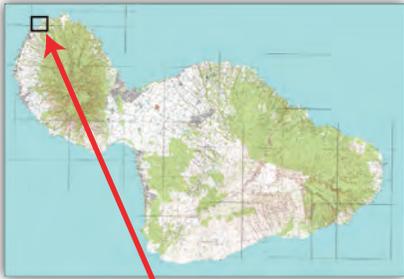
This action is for the retention of the existing Improvements and does not involve any construction. Care was taken, however, when the Improvements were constructed to minimize erosion and impacts to surrounding properties. There are no Best Management Practices that can be proposed in connection with this action.

**Please describe the measures that will be taken to mitigate the proposed land use's environmental and cultural impacts.**

As previously noted, the existing Improvements have not caused any additional or substantial environmental impacts to the Honokahua Bay shoreline and cultural resources have not been identified in the area.



FIGURES



Subject Property

### FIGURE 1

Location Map

Engel Driveway



Not to Scale



**CHRIS  
HART**  
& PARTNERS, INC.



**FIGURE 2**

Aerial Map



Not to Scale

Engel Driveway

Source: Google Earth



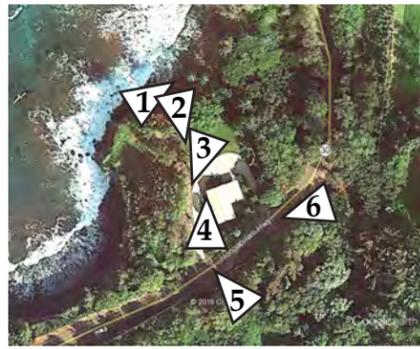


PHOTO  
KEY



1. Looking northeast along the shoreline fronting the Applicant's Property.



4. Looking north along driveway towards existing residence.



2. Looking south towards driveway from shoreline. Existing house on Applicant's Property on left.



5. Looking northwest across Honoapiilani Highway towards wooden gate at top of driveway.



3. View of driveway, looking south from approximate location of property line between the Property and the Applicant's Property.



6. Looking southwest along Holoapiilani Highway. Applicant's Property and Property frontage on right.

**FIGURE 3**  
Site Photographs

Engel Driveway  
Taken August 2015





## APPENDICES



APPENDIX A  
Grant of Access and Landscape Easement (March 11, 2015)



STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDED  
March 17, 2015 10:45 AM  
Doc No(s) A-55540702



1 2/2 TAW  
B-32601120

/s/ NICKI ANN THOMPSON  
REGISTRAR

Handwritten initials 'JW'.

Return by Mail ( ) Pickup (✓) To:

**RJK**  
CADES SCHUTTE LLP  
1000 Bishop Street, 12th Floor  
Honolulu, Hawaii 96813

(2)

(2)

This document contains 14 pages.

Tax Map Key Nos.: (2) 4-2-004:019 & 032

### GRANT OF ACCESS AND LANDSCAPING EASEMENT

THIS GRANT OF ACCESS AND LANDSCAPING EASEMENT (“*Agreement*”) is made as of March 11, 2015, by MAUI LAND & PINEAPPLE COMPANY, INC., a Hawaii corporation (“*Grantor*”), and WILLIAM E. ENGEL and MARIA A. ENGEL, husband and wife (collectively, “*Grantee*”).

#### RECITALS

A. Grantor is the owner in fee simple of that certain parcel of land located in Honolua, Kaanapali, Island and County of Maui bearing Tax Map Key No. (2) 4-2-004-032, and more particularly described in Exhibit A attached hereto and made a part hereof (the “*Burdened Property*”).

B. Grantee is the owner in fee simple of that certain parcel of land located in Honolua, Kaanapali, Island and County of Maui bearing Tax Map Key No. (2) 4-2-004-019, which is more particularly described in the attached Exhibit B attached hereto and made a part hereof (the “*Benefited Property*”). The Benefited Property is adjacent to and adjoins the Burdened Property.

C. Easement 1 is a portion of the Burdened Property and is more particularly described in Exhibit C, and is approximately shown on Exhibit D, which exhibits are attached

hereto and made a part hereof (the “*Easement Area*”). A portion of the concrete driveway and retaining rock wall from the Benefited Property is located within the Easement Area.

D. Grantor has agreed to grant to Grantee a perpetual exclusive easement for yard and landscaping purposes, and for vehicular and pedestrian access to and from the Benefited Property, on, over, under and across the Easement Area, which Easement Area is appurtenant to and for the benefit of the Benefited Property, subject to the terms and conditions of this Agreement.

## AGREEMENT

NOW, THEREFORE, in consideration of the rights hereby granted and the acceptance thereof, Grantor and Grantee hereby covenant and agree as follows:

1. **Grant of Access and Landscaping Easement.** Subject to all encumbrances of record, Grantor for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid by Grantee, the receipt whereof is hereby acknowledged, and in further consideration of the covenants and conditions in this Agreement contained by Grantor and Grantee to be observed and performed, does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, for the benefit of and as an appurtenance to the Benefited Property, a perpetual and exclusive easement over, under and across the Easement Area solely for access and landscaping purposes as more particularly described in Section 2 below, all upon and in accordance with the terms and conditions set forth in this Agreement (the “*Easement*”).

2. **Permitted Use.** Grantee and its assigns, tenants, licensees, invitees and permittees (collectively, “*Permittees*”) may use the Easement Area solely for (a) pedestrian and vehicular access between the Benefited Property and Honoapiilani Highway, and (b) yard and landscaping purposes.

3. **Maintenance of the Easement Area; No Other Improvements Permitted.** Grantee shall, at its sole expense, be solely responsible for maintaining and repairing the concrete driveway and retaining rock wall within the Easement Area (the “*Improvements*”) in good order, repair and condition, reasonable wear and tear excepted. Grantee may, at its sole expense, replace the Improvements, provided that any replacements shall be no larger than the currently existing structures, and must comply with all applicable laws. Grantee shall also maintain at its expense any trees or other landscaping located within the Easement Area. No other improvements, structures, or uses of any kind are permitted in the Easement Area.

4. **Landscaping Restrictions.** Grantee must submit landscaping plans to Grantor for Grantor’s approval prior to the installation of any landscaping improvements. Landscaping improvements shall not include the planting of any noxious species and the landscaping improvements shall not grow to a height greater than 25 feet in height. Grantor shall review and approve, approve with modifications, or deny within 30 days of Grantor’s receipt of the plans. If Grantor does not disapprove or provide other comments or corrections to Grantee with 30 days after receipt, the submitted landscaping plans shall be deemed to be disapproved and Grantee may submit a second submittal to Grantor which shall be marked in bold letters: “This is a

second submittal. Failure to respond within 5 days will result in deemed approval of the enclosed materials.”

5. **Drainage Maintenance Access.** Grantee agrees that Grantor and its agents and contractors may enter the Benefited Property as and when necessary to maintain the drainage channel located to the north of Benefited Property, provided that (a) except in emergencies Grantor shall provide at least forty-eight hours notice of such entry, (b) the activities pursuant to this paragraph shall cause a minimum of inconvenience and disturbance to any occupants of the Benefited Property; and (c) Grantor will repair any damage to Benefited Property caused by its entry and any work performed pursuant to this paragraph.

6. **Abandonment.** If Grantee abandons or ceases to use or maintain the Easement Area or any part thereof for a period of two (2) years, including removal of the Improvements and failure within two (2) years to reinstall the Improvements therein, then all rights herein granted shall thereupon cease and terminate with respect to all or part of the Easement Area, as the case may be, so abandoned, unused, or unmaintained.

7. **“AS IS” Condition; Assumption of Risk.** Grantee accepts the Easement Area and the Improvements in their “AS IS” condition and acknowledges that Grantor has made no representations concerning the condition of the Easement Area or the Improvements or the suitability or fitness of the Easement Area or Improvements for any particular use or purpose. Grantee accepts the Easement Area and the Improvements at its sole risk, without any obligation or liability whatsoever of Grantor for the condition thereof.

8. **Indemnity.** Grantee will save, protect, defend, indemnify and hold harmless Grantor and its successors and assigns from and against any and all claims or liability, including claims for personal injury or property damage, arising out of the existence, maintenance, use or repair of the Easement Area or the Improvements.

9. **Discharge of Liens.** Grantee shall not commit or permit any act or neglect whereby the Easement Area or any portion thereof, or the Burdened Property or any portion thereof, shall become subject to any attachment, judgment, lien, charge, or encumbrance whatsoever resulting from the acts or omissions of Grantee, or its guests, invitees or contractors. Grantee shall promptly discharge or cause to be discharged or dismissed, every such attachment, judgment, lien, charge, encumbrance, or any notice or application thereof, which may be filed against the Easement Area and/or the Burdened Property.

10. **Certain Expenses.** All costs and expenses related to the repair and maintenance of the Improvements installed in the Easement Area, and the landscaping and maintenance of the Easement Area, shall be borne by Grantee at no expense to Grantor. Grantor will pay as and when due all real estate taxes and assessments which shall become due with respect to the Burdened Property, including the Easement Area, except that Grantee will pay and reimburse to Grantor all such taxes and assessments which are properly allocable to the Improvements constructed by Grantee within the Easement Area.

11. **Responsibility.** Grantee at all times in connection with all uses of or actions within the Easement Area by Grantee or its Permittees, will (a) observe and perform all laws,

ordinances, rules and regulations now or hereafter imposed by any governmental authority which are applicable to the Easement Area or the Improvements; (b) not at any time make or suffer any strip or waste or unlawful, improper or offensive use of the Easement Area or the Improvements; (c) keep and maintain the Improvements and the Easement Area in good repair and condition; (d) be responsible for all liability, loss or damage occurring within the Easement Area, except to the extent caused solely by Grantor.

12. **Grantor's Reservation of Rights.** Each of Grantor and Grantee acknowledge and agree that (a) Grantor owns and shall continue to own the Easement Area, and the real property upon which such Easement Area is located and, (b) subject to the easements granted in this Agreement, Grantor shall have all rights attendant to fee simple ownership of such Easement Area under applicable law (including, without limitation, (i) the right to install utilities, drainage pipes, conduits and other items beneath the surface or above the Easement Area from time to time, (ii) the right grant easements to others to install, maintain, use, repair and replace for such utilities, drainage pipes, conduits and other items, and (iii) the right to all casualty and condemnation proceeds with respect to Grantor's interest in the Burdened Property).

13. **Binding Effect.** All the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, successors in interest and assigns. This Agreement shall be appurtenant to and for the benefit of the Benefited Property and shall run with the land. The terms "Grantor" and "Grantee" herein shall include their respective successors in interest.

14. **Severability.** If any provision of this Agreement, or any section, sentence, clause, phrase or word or the application thereof in any circumstances shall be held invalid, the validity of the remainder of this Agreement and of the application of such provision, sentence, clause, phrase or word under any other circumstances shall not be affected.

15. **No Waiver.** The failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of the right to enforce such provision thereafter.

16. **Interpretation.** The captions of the sections of this Agreement are for convenience only and shall not be considered to expand, modify or aid in the interpretation, construction or meaning of this Agreement. As used herein, the singular shall include the plural and the masculine shall include the feminine and neuter.

17. **Enforcement.** Each party hereto may enforce its rights by an action for specific performance in the courts of the State of Hawaii in addition to any other remedies available at law or in equity.

18. **Amendments; Interpretation.** Any modifications of this Agreement must be in writing and signed by the parties hereto. The headings of sections in this Agreement are inserted only for convenience and shall in no way define, describe or limit the scope or intent of any provision of this Agreement. As used herein, the singular shall include the plural and the masculine shall include the feminine and neuter.

19. **Attorneys' Fees.** Should any party hereto employ an attorney for the purpose of enforcing or construing this Agreement, or any judgment based on this Agreement, in any legal

proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, the prevailing party shall be entitled to receive from the other party or parties thereto reimbursement for all reasonable attorneys' fees and all costs, whether incurred at the trial or appellate level, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees and the cost of any bonds, whether taxable or not, and such reimbursement shall be included in any judgment, decree or final order issued in that proceeding.

20. **Jury Trial Waiver.** The parties each voluntarily and knowingly waive trial by jury in any action, proceeding or counterclaim brought by either party against the other on any matter arising out of or in any way connected with this Agreement or the relationship of the parties.

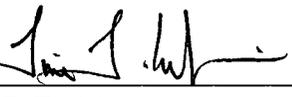
21. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. Duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

*[Signatures on following page]*

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Agreement to be executed as of the date set forth in the introductory paragraph.

**MAUI LAND & PINEAPPLE COMPANY,  
INC.**

By   
\_\_\_\_\_  
Ryan Churchill  
President

By   
\_\_\_\_\_  
Tim T. Esaki  
Chief Financial Officer

**Grantor**

\_\_\_\_\_  
**WILLIAM E. ENGEL**

\_\_\_\_\_  
**MARLA A. ENGEL**

**Grantee**

Attachments:

- Exhibit A - Description of Burdened Property
- Exhibit B - Description of Benefitted Property
- Exhibit C - Description of Easement Area
- Exhibit D - Survey Map

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Agreement to be executed as of the date set forth in the introductory paragraph.

**MAUI LAND & PINEAPPLE COMPANY,  
INC.**

By \_\_\_\_\_  
Ryan Churchill  
President

By \_\_\_\_\_  
Tim T. Esaki  
Chief Financial Officer

**Grantor**

  
\_\_\_\_\_  
**WILLIAM E. ENGEL**

  
\_\_\_\_\_  
**MARLA A. ENGEL**

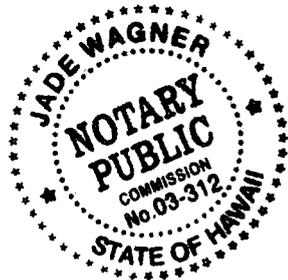
**Grantee**

Attachments:

- Exhibit A - Description of Burdened Property
- Exhibit B - Description of Benefitted Property
- Exhibit C - Description of Easement Area
- Exhibit D - Survey Map

STATE OF HAWAII )  
 ) ss.  
COUNTY OF MAUI )

On this 10th day of March, 2015, before me personally appeared RYAN CHURCHILL and TIM T. ESAKI, to me personally known, who, being by me duly sworn, did say that such persons are the President and the Chief Financial Officer, respectively, of **MAUI LAND & PINEAPPLE COMPANY, INC.**, and that said instrument was duly authorized and executed on behalf of said company, and said officers further acknowledged said instrument to be the free act and deed of said company.



*Jade Wagner*

Notary Public, State of Hawaii

Printed Name: Jade Wagner

My commission expires: June 1, 2015

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Grant of Access and Landscaping Easement

Doc. Date: \_\_\_\_\_, 2015 or  Undated at time of notarization.

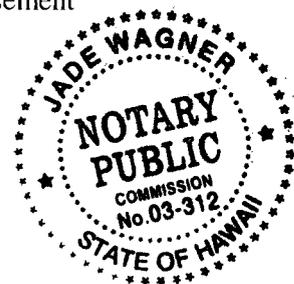
No. of Pages: 14

Jurisdiction: Second Circuit  
(in which notarial act is performed)

*Jade Wagner*  
Signature of Notary

March 10, 2015  
Date of Notarization and  
Certification Statement

Jade Wagner  
Printed Name of Notary



(Official Stamp or Seal)

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of San Diego ) ss.

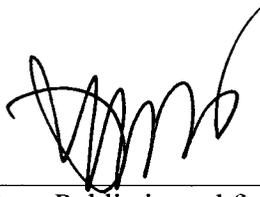
On 3/11/15, before me, Lanh Tran,

a Notary Public for the State of California, personally appeared **WILLIAM E. ENGEL** and **MARLA A. ENGEL**, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and who acknowledged to me that they executed the same in their authorized capacities, and by their signatures on the instrument the persons, or entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Official Stamp or Seal)



Notary Public in and for said County and State



**EXHIBIT A**

**Burdened Property**

All of that certain parcel of land situated at Lahaina, Maui, Hawaii, being more particularly described as a portion of Lot C-1 of the D. T. Fleming Park Subdivision, bearing Tax Key designation (2) 4-2-004-032, and containing an area of 13.587 acres, more or less.

END OF EXHIBIT A

TMK No. (2) 4-2-004-032

**EXHIBIT B**

**Benefited Property**

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Number 6962, Land Commission Award Number 3931, Apana 2 to Naiwimawaho, and Land Patent Number 8129, Land Commission Award Number 8559-B, Apana 23 to Wm. C. Lunalilo) situate, lying and being at Honolua, District of Kaanapali, Island and County of Maui, State of Hawaii, and thus bounded and described:

Commencing at a driven 3/4" pipe on side of Government Road, which bears 4152.33' south and 2727.95' west from Government Survey Triangulation Station "Malo" and running:

- |    |              |        |  |
|----|--------------|--------|--|
| 1. | 45° 44'      | 41.93  | feet to a 3/4" pipe along Government road; thence  |
| 2. | 50° 43'      | 57.61  | feet to a 3/4" pipe along Government road; thence  |
| 3. | 157° 59'     | 208.55 | feet to a 3/4" pipe on shoreline; thence   |
| 4. | 237° 07'     | 52.90  | feet to 3/4" pipe; thence  |
| 5. | 279° 00'     | 31.76  | feet to 3/4" pipe to storm drain; thence   |
| 6. | 328° 02' 30" | 65.44  | feet along storm drain to 3/4" pipe; thence  |
| 7. | 336° 08' 30" | 104.78 | feet along storm drain to point of commencement, containing an area of 18,519 square feet, more or less. |

Being the same premises conveyed to William E. Engel and Maria A. Engel, husband and wife, by Warranty Deed dated December 2, 2011, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2011-207956.

END OF EXHIBIT B

TMK No. (2) 4-2-004-019

**EXHIBIT C**

**Easement Area**

**EASEMENT 1**

**Exclusive Easement for Access & Landscaping Purposes**

Dominant Tenement: TMK: (2) 4-2-04:019

Affecting portion of TMK: (2) 4-2-04:032, being portion of Land Patent 8129, Land Commission Award 8559-B, Apana 23 to Wm C. Lunalilo situate at Honolua, KaaNapali, Island and County of Maui, State of Hawaii and being more particularly described as follows:

Beginning at the southeast corner of this easement, said point being the southerly corner of TMK: (2) 4-2-04:019 at the northerly side of Honoapiilani Highway, the coordinates of said point of beginning referred to Government Survey Triangulation Station "MALO" being 4,218.07 feet South and 2,802.57 feet West and running by azimuths measured clockwise from true South:

1	50° 43'	30.41	feet along the northerly side of Honoapiilani Highway to a point;
---	---------	-------	---

Along same on a curve to the right with a radius of 265.00 feet, the radial azimuth to the point of curve being 320° 43' and the point of tangency azimuth from the radial point being: 323 °27', the chord azimuth and distance being:

2.	52° 05'	12.64	feet to a point;
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3.	145° 51'	109.51	feet along remainder of Land Patent 8129, Land Commission Award 8559-B, Apana 23 to Wm C. Lunalilo to a point;
----	----------	--------	--

4.	130° 12'	87.88	feet along same to a point a point;
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Along same, along the top bank of sea pali for the next 3 courses, the direct azimuth and distance between points being:

5.	196° 21'	53.40	feet to a point;
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6.	244° 12'	21.00	feet to a point;
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7.	270° 18'	20.00	feet to a point;
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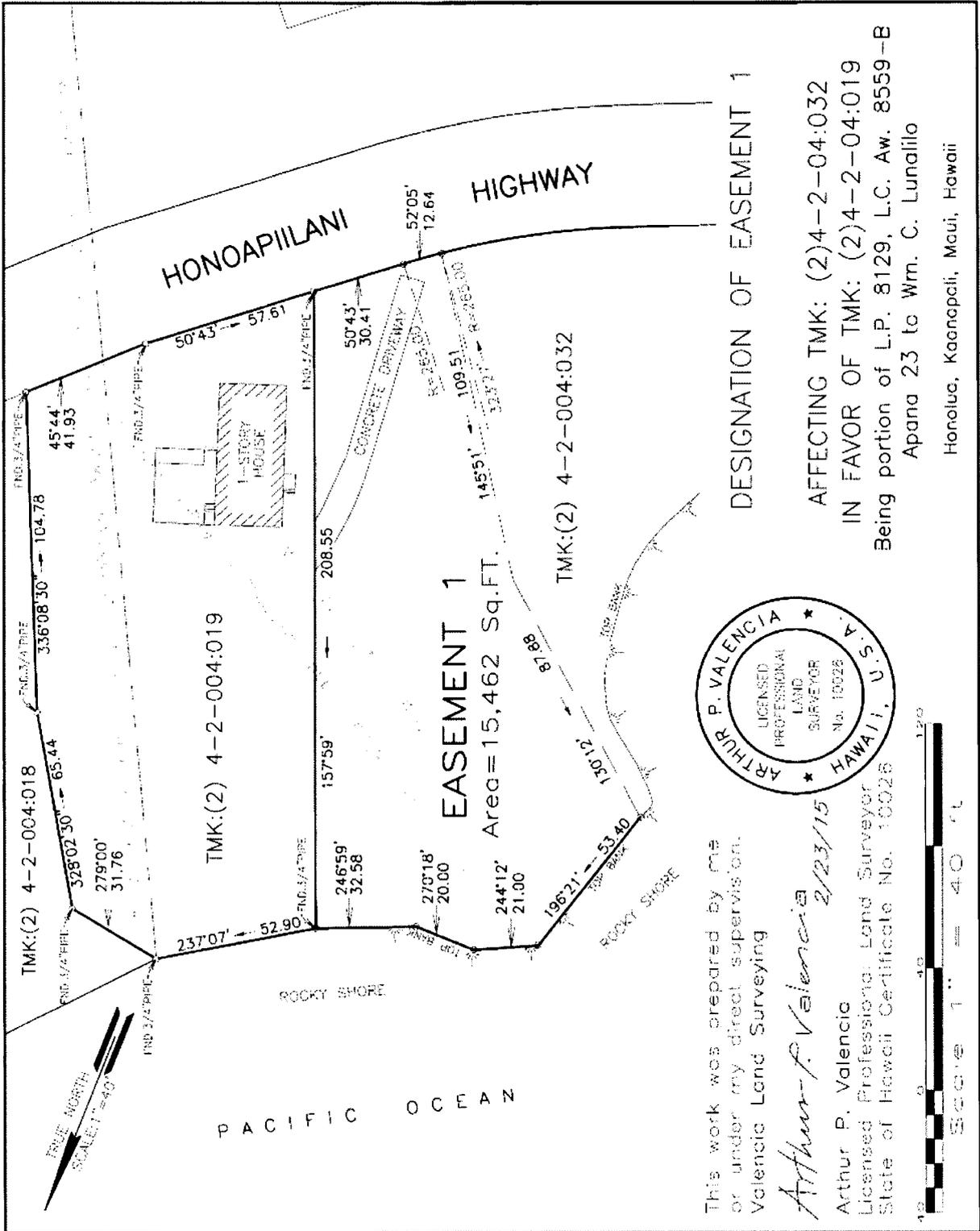
- |    |          |        |   |
|----|----------|--------|---|
| 8. | 246° 59' | 32.58  | feet along remainder of Land Patent 8129, Land Commission Award 8559-B, Apana 23 to Wm C. Lunalilo to a point;  |
| 9. | 337° 59' | 208.55 | feet along TMK: (4) 4-2-04:019, along remainder of Land Patent 8129, Land Commission Award 8559-B, Apana 23 to Wm C. Lunalilo to the point of beginning and containing an area of 15,462 square feet, more or less. |

This work was prepared by me  
or under my direction  
VALENCIA LAND SURVEYING

Arthur P. Valencia  
Licensed Professional Land Surveyor  
State of Hawaii Certificate No. 10026

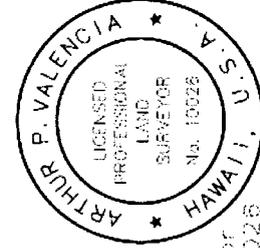
END OF EXHIBIT C

EXHIBIT D



DESIGNATION OF EASEMENT 1

AFFECTING TMK: (2)4-2-04:032  
 IN FAVOR OF TMK: (2)4-2-04:019  
 Being portion of L.P. 8129, L.C. Aw. 8559-B  
 Apana 23 to Wm. C. Lunaililo



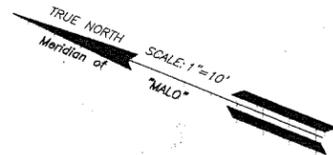
This work was prepared by me or under my direct supervision. Valencio Land Surveying

*Arthur P. Valencia* 2/23/15  
 Arthur P. Valencia  
 Licensed Professional Land Surveyor  
 State of Hawaii Certificate No. 10026

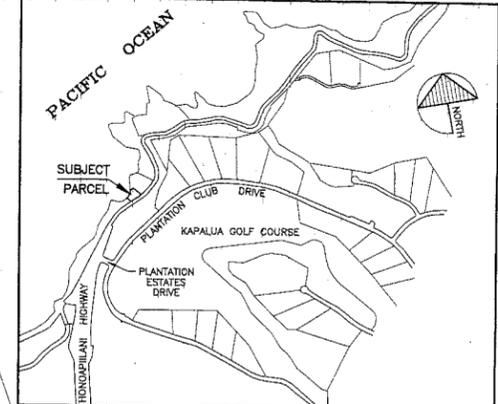
Honolulu, Kaunapali, Maui, Hawaii



APPENDIX B  
Certified Shoreline Map (July 5, 2013)



TMK:(2) 4-2-004:018  
Edward Napaepae  
(OWNER)



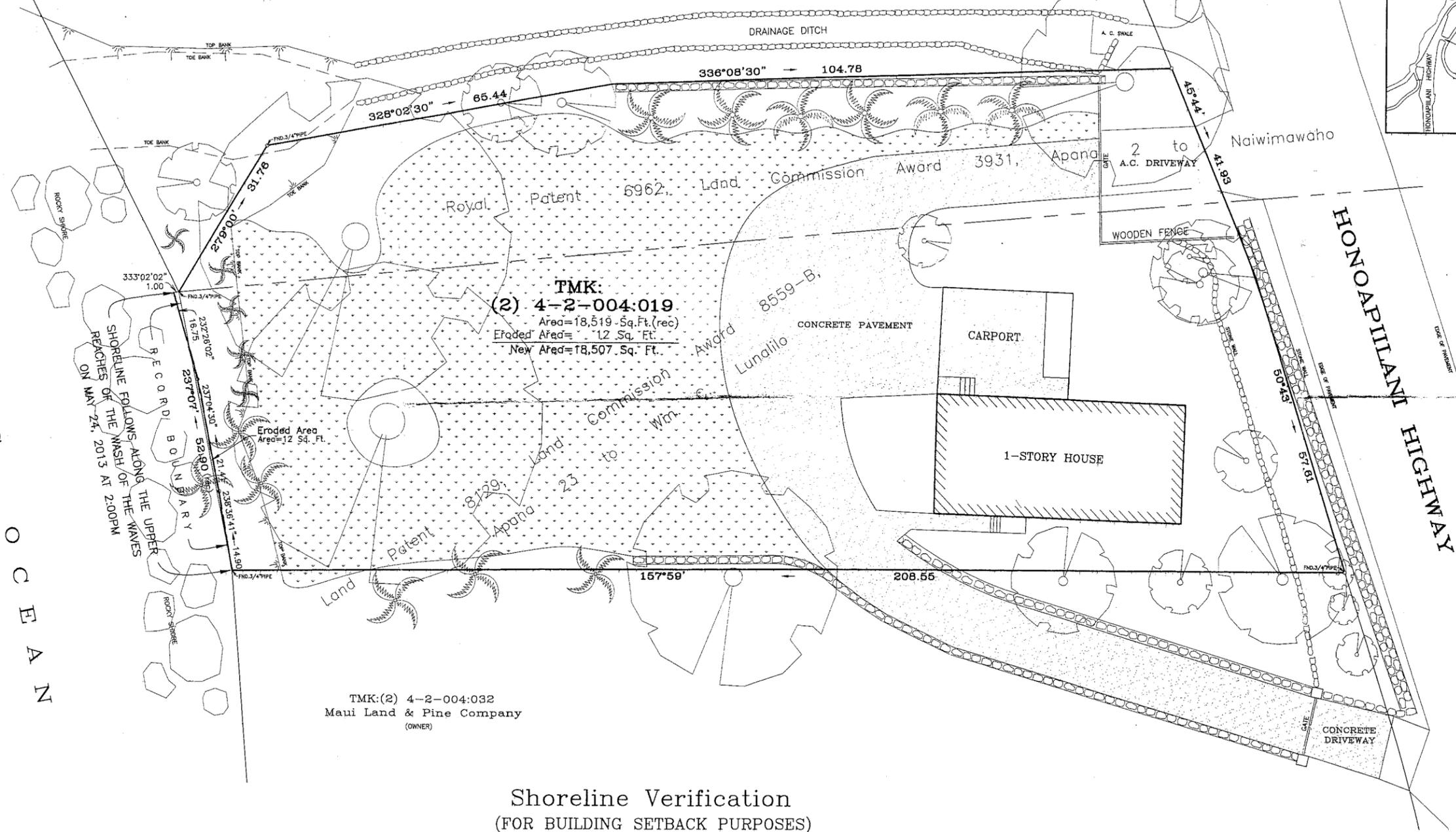
VICINITY MAP  
(NTS)

The shoreline as delineated in red is hereby certified as the shoreline as of JUL - 5 2013

*Arthur P. Valencia*  
Chairperson, Board of Land and Natural Resources  
197

PACIFIC OCEAN

SHORELINE FOLLOWS ALONG THE UPPER REACHES OF THE MASH OF THE WAVES ON MAY 24, 2013 AT 2:00PM



TMK:  
(2) 4-2-004:019  
Area=18,519 Sq. Ft. (rec)  
Eroded Area= 12 Sq. Ft.  
New Area=18,507 Sq. Ft.

TMK:(2) 4-2-004:032  
Maui Land & Pine Company  
(OWNER)

Shoreline Verification  
(FOR BUILDING SETBACK PURPOSES)  
TMK:(2) 4-2-004:019

Being portions of Royal Patent 6962, Land Commission Award 3931 Apana 2 to Naiwimawaho and Land Patent 8129, Land Commission Award 8559-B, Apana 23 to Wm. C. Lunalilo  
HONOLUA, KAAPALI, MAUI, HAWAII

- NOTES:
- This map is based from a survey performed on May 24, 2013.
  - Coordinates and azimuths are based from Triangulation Station "MALO" and its meridian was established from found boundary corner monuments of this lot.

LEGEND:

- COCONUT
- TREE
- PALM
- CRM WALL UNLESS OTHERWISE NOTED
- GRASS LAWN
- CONCRETE PAVEMENT

T.M.K.: (2) 4-2-04:019

Scale 1" = 10' ft

Property Address:  
6245 Honoapiilani Highway  
Lahaina, Hawaii 96761

Owner:  
William and Mary Engel  
6245 Honoapiilani Highway  
Lahaina, Hawaii 96761

Prepared by:  
VALENCIA LAND SURVEYING  
P.O. Box 546  
Lahaina, Hawaii 96767  
Tel. 808-681-3257 / 385-6110

This work was prepared by me or under my direct supervision.  
VALENCIA LAND SURVEYING  
*Arthur P. Valencia 5/25/13*  
ARTHUR P. VALENCIA  
Licensed Professional Land Surveyor  
State of Hawaii Certificate No. 10026  
Exp. Date: 4-30-14  
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