On August 5, 2021, Governor David Y. Ige issued an Emergency Proclamation, which continued the suspension of Hawai‘i Revised Statutes (HRS) Chapter 92, relating to Public Agency Meetings and Records (also known as the Sunshine Law) as it pertained to the COVID-19 Response. HRS Chapter 92 was suspended to the extent necessary to enable boards to conduct business in-person or through remote technology without any board members or members of the public physically present in the same location.

The meetings of the PUBLIC ACCESS, OPEN SPACE AND NATURAL RESOURCES PRESERVATION FUND COMMISSION will be conducted as follows until further notice:

- Meetings will be publicly noticed pursuant to HRS Chapter 92.
- In-person meetings will be closed to the public to be consistent with social distancing practices.
- Commissioners, Planning Department Staff, parties to agenda items, and resource individuals may appear via the ZOOM remote technology.
- **Written testimony** may be submitted on any agenda item and submitted to openspace@kauai.gov or mailed to the Kauai County Planning Department, 4444 Rice Street, Ste A473, Lihue, Hawaii 96766. Written testimony received by the Planning Department at least 24 hours prior to the meeting will be distributed to all Commissioners prior to the meeting. Any testimony received after this time and up to the start of the meeting will be summarized by the Clerk of the Commission during the meeting and added to the record thereafter.
- **Oral testimony** will be taken during the meeting via Zoom remote technology platform. Anyone interested in providing oral testimony must register for the meeting and indicate the item you wish to testify on at least 24 hours prior to the meeting. Requests to testify will not be allowed after that time.
  - Each meeting link that is unique to each registrant that cannot be shared.
  - It shall be the responsibility of the testifier to join the meeting through the Zoom link provided via E-mail to provide their oral testimony. In addition, it shall be the responsibility of the testifier to ensure that the Zoom software is downloaded and operational prior to the meeting.
  - All testifier audio and video will be disabled until it is your turn to testify.
  - Per the Open Space Commission’s and Chairs practice, there is a three-minute time limit per testifier.
  - If there are temporary technical glitches during your turn to testify, we may have to move on to the next person due to time constraints; we appreciate your understanding.
- If any major and insurmountable technical difficulties are encountered during the meetings, the Commission will continue all matters and reconvene at the next scheduled Commission Meeting.
- Minutes of meetings will be completed pursuant to HRS Chapter 92 and posted to the Commission’s website upon completion and approval.
PUBLIC ACCESS, OPEN SPACE, AND NATURAL RESOURCES PRESERVATION FUND COMMISSION TELECONFERENCE
MEETING NOTICE AND AGENDA
Thursday, October 14, 2021
1:00 p.m. or shortly thereafter

ZOOM MEETING REGISTRATION LINK:
https://zoom.us/webinar/register/WN_mX6UplcrSvyuKVqa6e-m4Q

A. CALL TO ORDER

B. ROLL CALL

C. APPROVAL OF AGENDA

D. MINUTES of the meeting(s) of the Commission

1. February 11, 2021

E. RECEIPT OF ITEMS FOR THE RECORD

F. HEARINGS AND PUBLIC COMMENT. The Public Access, Open Space, and Natural Resources Preservation Fund Commission will accept written testimony for any agenda item. Written testimony indicating your 1) name, and if applicable, your position/title and organization you are representing, and 2) the agenda item that you are providing comment on, may be submitted in writing to planningdepartment@kauai.gov or mailed to the County of Kaua’i Planning Department, 4444 Rice Street, Suite 473, Līhu’e, Hawai’i 96766. Written testimony received by the Planning Department before 1:00 p.m. on Wednesday, October 13, 2021, will be distributed to all Planning Commissioners prior to the meeting. Written testimony received after 1 p.m. on Wednesday, October 13, 2021, will be summarized by the Clerk of the Commission during the meeting and added to the record thereafter.

Oral testimony will be taken at the beginning of the meeting on any agenda item via the Zoom remote technology platform and it shall be the responsibility of the testifier to ensure that the Zoom software is downloaded prior to the meeting. Requests to provide oral testimony must be made at least 24 hours prior to the meeting by registering for the Zoom meeting and specifying the agenda item(s) that you will be testifying on. Requests will not be allowed after that time.

G. COMMUNICATION

1. Letter from Reid Kawane, Chair of the Charter Review Commission, dated October 1, 2021, requesting any proposals to amend the Charter.

H. GENERAL BUSINESS
1. Update on vacant commissioner positions.

I. **UNFINISHED BUSINESS (For Action)**

1. Update on potential acquisition of 55.408 and 46.461 acre parcels located in Lihue district further identified as tax map key (4) 3-2-001:001 and (4) 3-1-001:012.

J. **NEW BUSINESS (For Action)**

1. Review and discussion of the dedication of an easement and possible improvements related to the easement located on land identified as tax map key (4) 5-4-11: 04 and (4) 5-4-12: 11 that accesses Hideaways Beach.

2. Update on the Coastal Access Inventory Update Project.

3. Discussion and development of the biennial list of priority projects to be reported to the Kauai County Council and the Mayor.

K. **EXECUTIVE SESSION**

EXECUTIVE SESSION: The Commission may go into executive session on an agenda item for one of the permitted purposes listed in Section 92-5(a) Hawai‘i Revised Statutes (“H.R.S.”), without noticing the executive session on the agenda where the executive session was not anticipated in advance. HRS Section 92-7(a). The executive session may only be held, however, upon an affirmative vote of two-thirds of the members present, which must also be the majority of the members to which the board is entitled. HRS Section 92-4. The reason for holding the executive session shall be publicly announced.

L. **ANNOUNCEMENTS**

1. Topics for Future Meetings

2. The following regularly scheduled Open Space Commission meeting will be held at 1:00 p.m., or shortly thereafter, on December 9, 2021. The Open Space Commission anticipates meeting via teleconference, but will announce its intended meeting method via an agenda electronically posted at least six days prior to the meeting date.

M. **ADJOURNMENT**

NOTE: IF YOU NEED AN AUXILIARY AID/SERVICE, OTHER ACCOMMODATION DUE TO A DISABILITY, OR AN INTERPRETER FOR NON-ENGLISH SPEAKING PERSONS, PLEASE CONTACT THE OFFICE OF BOARDS & COMMISSIONS AT (808) 241-4917 OR ASEGRETI@KAUAI.GOV AS SOON AS POSSIBLE. REQUESTS MADE AS EARLY AS POSSIBLE WILL ALLOW ADEQUATE TIME TO FULFILL YOUR REQUEST.

UPON REQUEST, THIS NOTICE IS AVAILABLE IN ALTERNATE FORMATS SUCH AS LARGE PRINT, BRAILLE, OR ELECTRONIC COPY.
**COUNTY OF KAUA‘I**  
Minutes of Meeting  
OPEN SESSION

<table>
<thead>
<tr>
<th>Board/Commission:</th>
<th>Public Access, Open Space and Natural Resources Preservation Fund Commission</th>
<th>Meeting Date</th>
<th>February 11, 2021</th>
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<tbody>
<tr>
<td><strong>Location</strong></td>
<td>Council Chambers, Historic County Building and Microsoft Teams</td>
<td>Start of Meeting: 9:35 a.m.</td>
<td>End of Meeting: 11:25 a.m.</td>
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                    Mālama Hulu‘ia: Executive Director Sara Bowen, President Jan TenBruggencate. Aloha Aina Project Manager and The Trust for Public Land Reyna Ramaele Hayashi and Field Operations Manager Peleke Flores. The Trust for Public Land Director Lea Hong.  
| **Excused**      |                                                                                  |              |                   |
| **Absent**       |                                                                                  |              |                   |

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<td><strong>Swearing in of Commissioners</strong></td>
<td>Prior to the meeting being called to order, Administrative Assistant to the County Clerk Eddie Topenio administered the Oath of Office to Commissioner Jonathan Lucas serving a first term ending 12/31/22.</td>
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<td><strong>Call To Order</strong></td>
<td>Planning Director Ka‘aina Hull called the meeting to order at 9:35 a.m.</td>
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<td><strong>Roll Call</strong></td>
<td>Mr. Hull verified attendance by roll call and requested a verbal response; Commissioner Dizon replied here. Commissioner Jasper replied present.</td>
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<td>Commissioner Kanna replied present. Commissioner Lucas replied present. Commissioner Ono replied here. Commissioner Taniguchi replied here. Chair Pro Tem Kimura replied present.</td>
<td>Quorum was established with seven commissioners present.</td>
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| **Selection of Chair and Vice Chair** | Mr. Hull opened the floor for nominations for Chair.  
  • Ms. Ono nominated Nancy Kanna. | Ms. Ono moved to close nominations for Chair and appoint Nancy Kanna to serve as Chair for calendar year 2021. Mr. Jasper seconded the motion. Motion carried 7:0. | |
| | Mr. Hull opened the floor for nominations for Vice Chair.  
  • Ms. Ono nominated Shaylyn Kimura. | Ms. Ono moved to close nominations for Vice Chair and appoint Shaylyn Kimura to serve as Vice Chair for calendar year 2021. Mr. Jasper seconded the motion. Motion carried 7:0. | |
<p>| Chair Kanna and Vice Chair Kimura assumed their new positions. | | |
| <strong>Approval of Agenda</strong> | Mr. Hull stated the agenda was slightly amended and there would be no preliminary report as noted under J. New Business, 2. A. Preliminary report pertaining to this matter and there were two addendums transmitting testimonies that were forwarded to the commissioners. | Ms. Ono moved to approve the amended agenda. Mr. Jasper seconded the motion. Motion carried 7:0. | |
| <strong>Minutes of the Meeting(s) of the Open Space Commission</strong> | <strong>F.1. Meeting minutes of January 9, 2020.</strong> | Mr. Jasper moved to approve the January 9, 2020, minutes as circulated. Ms. Ono seconded the motion. Motion carried 7:0. | |
| <strong>Receipt of Items For The Record</strong> | There were no items for the record. | |</p>
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| **H.1.** All remaining public testimony pursuant to HRS 92 (Sunshine Law). | Mr. Hull said they received numerous testimonies (208 total) relating to Alakoko Fishpond and asked that the members of Mālama Hulē‘ia and The Trust for Public Land testify at the time the agenda item comes up. He opened the floor for the general public to testify and called out each phone number and asked if they wanted to testify:  
1. — declined  
2. — no response  
3. — declined  
There were no other individuals from the general public, Mr. Hull moved on to the next agenda item. |  |
| **Communication (For Action) (None)** | There were no communications. |  |
| **J.1.** Nomination and appointment of Public Access, Open Space & Natural Resources Preservation Fund Commission’s island wide, at large appointee. | Mr. Hull said Commissioner Nancy Kanna term ended December 31, 2020, but was held over until March 31, 2021. The commission at this time could appoint Ms. Kanna for a second three-year term.  
Ms. Ono asked if Ms. Kanna could be moved to fill the vacant Hanapēpē/‘Eleʻele slot and this could open up the commission to appoint another at-large commissioner. Mr. Hull said the Hanapēpē/‘Eleʻele slot was Council and would require that it go through that process. | Vice Chair Kimura nominated Nancy A. Kanna to fill the at-large commission appointed position and serve a second term ending December 31, 2023 on the Public Access, Open Space, and Natural Resources Preservation Fund Commission. Ms. Ono seconded the motion. Motion carried 7:0. |
| **J.2.** Review and discuss the potential acquisition of 55.408 and 46.641 acre parcels located in Līhuʻe District further identified as Tax Map Keys (4) 3-2-001:001 and (4) 3-1-001:012.  
a. Preliminary report pertaining to this matter.  
b. Presentation by Mālama Hulē‘ia and the Trust for Public Lands. |  |  |
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<td>e. Recommendation to County Council.</td>
<td>Commission Specialist Nani Sadora read page 12, Alekoko (Menehune) Fishponds (Līhu‘e District) portion of the 2015 report to the Kaua‘i County Council and Mayor Bernard Carvalho, Jr., 99 page document. <em>(Documents on file)</em></td>
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<td>Ms. Sadora concluded her report with a recommendation to acquire the two tax map key parcels, (4) 3-2-001:001 and (4) 3-1-001:012, for prevention of residential development which could impact the historical cultural site. The recommendation was to partner with local non-profit Mālama Hulē‘ia who would restore and protect the fishpond and its surrounding areas.</td>
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<td>Mr. Hull briefly updated the commission on the status of the property. The site had been on the Open Space recommendation to purchase list for several years and was recently placed up for public sale by owners, Okada Trucking Company, Ltd. The County and County Council were currently meeting to discuss possible use of Open Space Commission funds to purchase the two parcels. Mr. Hull requested that the Commission provide feedback and comments to the County Council.</td>
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<td>Mālama Hulē‘ia Board President Jen Tenbruggencate thanked the commission for allowing them the opportunity to present. Before beginning the presentation the commission was asked if they could open up with an oli, which was part of their protocol. Field Operations Manager Peleke Flores led the oli of Nā ‘Aumāku. Mr. Tenbruggencate said the property was listed for three million subject to appraisal and there would be additional fees and expenses; however, the request was for the commission to recommend and the county authorize use of open space funds to purchase the two parcels up to the full appraised value. The parcels aligned with the purpose of the fund and they were at risk of losing the property to private developers.</td>
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<td>Aloha Aina Project and The Trust for Public Land (TPL) Manager Reyna Ramolete Hayashi shared a Alakoko Fishpond power point presentation;</td>
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<tr>
<td>1.</td>
<td>TPL was a non-profit land conservation organization whose mission was to protect native land for Hawai‘i’s people.</td>
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<td>2.</td>
<td>In operation for over 42 years</td>
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<td>3.</td>
<td>Acquired and protected over 56,000 aces and 43 special places throughout Hawai‘i.</td>
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<td>4.</td>
<td>Alakoko Fishpond displayed the finest example of inland loko kuapā (brackish water walled fishpond) in Hawai‘i. It showed Hawaiian innovation, engineering, hydrology, aqua culture, biology and model for nature resource management.</td>
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| 5.      | The two parcels total 102 acres:  
|         | TMK 3-2-001-001 (55.408 acres) fishpond parcel  
|         | TMK 3-1-001-012 (46.641 acres) stream parcel |
| 6.      | TPL and Mālama Hulē‘ia has been in open discussions with the Owners who were willing to sell to TPL and Mālama Hulē‘ia. An appraiser was contracted and the final report should be completed in 30-45 days. |
| 7.      | TPL would facilitate the purchase of the two parcels and deed to Mālama Hulē‘ia to become the future owner and steward of the property. Mālama Hulē‘ia currently held a 20-year lease agreement. |

Executive Director Sara Bowen and Field Operations Manager Peleke Flores of Mālama Hulē‘ia shared a 16-page power point presentation.

1. Shared the formation of Mālama Hulē‘ia and mission and vision statements and efforts to eradicate and remove the invasive red mangrove.
2. Alakoko Fishpond was carbon dated to be 600 years old and registered under the National Register of Historic Places in 1973.
3. Ancient stories tell a tale that the Menehune built the first foundation of the fishpond wall with stones from Makaweli and was later finished with stones from the local area and Kōloa.
4. The manmade kuapā (wall) was 2,700 feet long with stone facing the river and dirt mound on the other side.

Ms. Bowen shared that their work had a huge impact on erosion control and runoffs. Their
Mālama Hulē‘ia has accomplished the following:

1. Negotiated with landowner and signed a 20 year lease agreement.
2. Secured a one million grant from the U.S. Fish and Wildlife
3. October 2018 began removal of mangrove
4. Goal was to clear area to its original water passage
5. In discussion to establish stewardship and partnership with the U.S. Fish and Wildlife
6. Due to COVID-19 partnered with Kamehameha Schools to develop a virtual online curriculum based education program

Mr. Flores shared examples of educational opportunities with the school’s curriculum on science and math that related to the Fishponds habitat and ecosystem.

Vice Chair Kimura asked for the type of license Mālama Hulē‘ia held. Ms. Ramolete Hayashi replied that Okada Trucking provided a license agreement in 2017 to access the property and restore Alakoko Fishpond as required by the U.S. Fish and Wildlife grant. Mālama Hulē‘ia started the project in 2018.

Ms. Ono inquired if the three million purchase was subject to TPL providing proof of funding. Ms. Ramolete Hayashi replied that they were actively doing their due diligence and seeking further assistance with the purchase.

County Attorney Laura Barzilai asked if they looked into funding from the State of Hawai‘i Legacy Land Conservation Program. Ms. Ramolete Hayashi replied that the issue with those programs were the timelines and after going through a lengthy process, grant funds would not be available until 2023.

Vice Chair Kimura suggested they secure an option agreement to safe guard the two parcels

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Mr. Jasper inquired who would hold the title and deed. Mr. Hull replied that the county council would determine that, but they could own and contract a steward agreement.

The commissioners and Mālama Hulē‘ia members had a lengthy conversation on the future plans to become self-sustained by food production. Mālama Hulē‘ia was now concentrating on purchasing the property and have not ventured into any feasible business plan of food production; however, they project a healthy fishpond that could produce a variety of plant and fish and the positive impact it would have on the shoreline fish supply.

The commission thanked Mālama Hulē‘ia for the great work they were doing and offered assistance through letters of endorsement.

Vice Chair Kimura asked if the Open Space currently had sufficient funds to purchase the property without impacting other projects. Mr. Hull said it should be available by July 2021 and that funding this project would not take away resources from other projects that were approved in the past.

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Vice Chair Kimura moved to support the acquisition of 55,408 and 46.641 acre parcels located in Līhu‘e District further identified as Tax Map Keys (4) 3-2-001:001 and (4) 3-1-001:012 that meet the commissions criteria to acquire land or property entitlements for the following purposes; 1. Public outdoor recreation and education, including access to beaches and
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<td>The commission requested that they and the department be kept updated on the progress of this acquisition.</td>
<td>mountains; 2. Preservation of historic or culturally important land areas and sites; 3. Protection of significant habitats of ecosystems including buffer zones; 4. Preserving forest, beaches, coastal areas and agricultural lands; 5. Protecting watershed lands to preserve water quality and water supply; 6. Conserving land in order to reduce erosion, floods, landslides and runoffs; 7. Improving public access to an enjoyment of public land and open space; 8. Acquiring public access to public land and open space; and 9. Conserving land for open space and scenic values. Ms. Dizon seconded the motion. Roll Call Vote: 7-Ayes and 0-Nays. Motion carried 7:0.</td>
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**Unfinished**

There was no unfinished business.
### SUBJECT | DISCUSSION | ACTION
--- | --- | ---
**Business (For Action) (None)** | | |
Executive Session | The commission did not go into executive session. | |
Announcements | There were no announcements. | |
Next Meeting Date and Agenda Topics for Discussion | | |
Adjournment | With no further business to conduct, Chair Kanna called for a motion to adjourn. | Ms. Ono moved to adjourn the meeting. Mr. Jasper seconded the motion. Motion carried 7:0. Chair Kanna adjourned the meeting at 11:25am |

Submitted by: _______________________________________ Reviewed and Approved by: _______________________________________
Sandra M. Muragin, Commission Support Clerk Nancy Kanna, Chair

( ) Approved as circulated.
( ) Approved with amendments. See minutes of _____ meeting.
October 1, 2021

Chair Nancy Kanna
Public Access, Open Space & Natural Resources Preservation Fund Commission
c/o Kauai Planning Department
4444 Rice St., Ste. A473
Lihue, Hawaii 96766

RE: Requesting any proposals to amend the Charter

Dear Chair Kanna and Commissioners of the Public Access, Open Space & Natural Resources Preservation Fund Commission:

You are invited to present any proposals you may have on any Charter amendments you would like the Charter Commission to consider.

Should you want to propose any amendments, please provide a brief background on the issue and how the amendment will address or solve the issue.

Should you have any questions, please feel free to contact, Ellen Ching at echinp@kauai.gov or at 247-4922.

Sincerely,

Reid Kawane, Chair
Charter Review Commission
AMENDED GRANT OF EASEMENT

PARTIES:

GRANTOR: ASSOCIATION OF APARTMENT OWNERS OF PU’U PO’A and SOF-XI
KAUAI PV HOTEL, L.P., a Foreign Limited Partnership authorized to do business in the
State of Hawaii

GRANTEE: COUNTY OF KAUAI

PROPERTY DESCRIPTION:

TMK: (4) 5-4-11: 04 and
(4) 5-4-12: 11
AMENDED GRANT OF EASEMENT

This AMENDED Grant of Easement, made and executed this _____ day of ____________, 2021, by and between ASSOCIATION OF APARTMENT OWNERS OF PU’U PO’A (the “Association”) and SOF-XI KAUAII PV HOTEL, L.P. (“SOF-XI”), a Foreign Limited Partnership authorized to do business in the state of Hawaii, hereinafter collectively called the “Grantors”, and the COUNTY OF KAUAII, a political subdivision of the State of Hawaii, whose principal place of business and post office address is Lihue, Kauai, Hawaii 96766, hereinafter called the “Grantee”,

WITNESSETH:

Whereas, a Grant of Easement between Princeville Corporation, as the original Grantor (“Princeville Corp.”), and the County of Kauai, as the original Grantee was entered into on August 9, 1974, and recorded in the Bureau of Conveyances, State of Hawaii at liber 10636, page 589, on May 15, 1975 (the “Original Grant of Easement”), with regard to the following easement area:

Easement “P-1”, 6 feet wide, over, under and across Lot 3, as shown on File Plan 1197 recorded in the Bureau of Conveyances, situate at Hanalei, Halelea, County of Kauai, State of Hawaii (the “Easement P-1”).

Whereas, Princeville Corp.’s successor-in-interest is SOF-XI;

Whereas, Easement P-1 was not constructed and/or maintained as noted and described in the Original Grant of Easement, and was instead relocated to be partly on SOF-XI’s property and partly on the Association’s property.

Therefore, this Amended Grant of Easement seeks to extinguish Easement “P-1”, document the new location hereinafter designated as Easement “P-2”, name all affected parties to this document, including the Association, and set forth herein the terms and conditions of that Amended Grant of Easement by Grantors and Grantee, as follows:

THAT the Grantors, in consideration of the sum of ONE DOLLAR ($1.00) to it paid by the Grantee, the receipt whereof is hereby acknowledged, and of the covenants of the Grantors and Grantee as hereinafter contained, do hereby grant and convey unto the Grantee, its successors and permitted assigns, a perpetual easement, limited to pedestrian access purposes over, under and across as follows: hereinafter referred to as the “easement area”:

Easement “P-2”, 6 feet wide, over, under and across that land identified as TMK No. 4-5-4-011-04 (“Parcel 4”) and TMK No. 4-5-4-12-11 (“Lot 2-A”), situated at Hanalei, Halelea, County of Kauai, State of Hawaii, and as more particularly described on
Exhibit "A" and more particularly delineated on Exhibit "B" (i.e., the Esaki Surveying & Mapping August 27, 2021 Survey map and the Esaki Surveying & Mapping Legal Description), both of which are attached hereto and made a part hereof (the Easement Area”).

TOGETHER with the right of ingress to and egress from the Easement Area over Road A of File Plan 1197, and together also with the right to construct, reconstruct, install, maintain, operate, repair and remove from the Easement Area such pedestrian pathways as the Grantee shall deem necessary or expedient.

TO HAVE AND TO HOLD the same unto the Grantee, its successors and permitted assigns, for the purposes hereinabove provided and for so long as so used, except as provided hereinbelow.

The parties hereto do mutually covenant and agree:

1. That the Grantors shall not at any time during the term of this indenture erect any building foundation, barrier and/or obstruction of any kind below and/or on the surface of the Easement Area or at any time erect any building or structure of any kind on the Easement Area unless such construction shall be first approved in writing by the County of Kauai by its Department of Public Works, and unless such construction shall not interfere with the Grantee’s use of the easement area; provided, however, that this provision shall not prohibit the Grantors from laying, maintaining, operating, repairing or removing its own water or sewer pipelines, conduits or drains below the surface of the Easement Area insofar as such uses do not interfere with the exercise by the Grantee of the rights herein granted. If Grantors do undertake such latter measures, notice will be provided to Grantee prior to such work. Furthermore, this provision will not prohibit Grantors from, besides terminating this Amended Grant of Easement as noted below, erecting signs, barriers and/or fences to temporarily prevent access to the Easement Area if it is not maintained by Grantee so as to provide safe pedestrian access.

2. Grantee will use due care and diligence to keep the Easement Area in good condition and repair and will promptly make any repairs necessary to maintain the pedestrian pathway in a safe condition for pedestrians’ access with respect to the Easement Area.

3. That the Grantee shall indemnify, defend and hold harmless the Grantors, including their respective officers, directors, members, agents, managers, insurers and successors and assigns, against any claims, demands, losses and/or damages to Grantors’, including, but not limited to, Grantors’ respective properties, the property of others, and/or from any claims, demands, losses and/or liability alleged to have arisen from anyone’s use of the Easement Area, and for any claims, demands, losses and/or injury to or death of anyone when such demands, claims, losses,
damages, injury or death arises or proximately results from the negligence of the Grantee, its officers, agents, contractors and/or servants, and/or the use of the Easement Area.

4. That the Grantee shall not assign any rights herein granted or otherwise given without the written consent of the Grantors, which consent may be withheld based totally on the discretion of one or both Grantors.

5. That, except as otherwise herein provided, the Grantee shall not be liable or responsible for any damage to any building, structure or building foundation of any kind, placed or erected or used within the Easement Area, caused by or resulting from the exercise by the Grantor of the rights herein granted in paragraph 1 above.

6. That if and when the Grantee shall cease to use the Easement Area for pedestrian access purposes, shall cease to operate a pedestrian pathway through, under or across the parcel of land comprising the Easement Area, and/or shall fail to maintain the Easement Area in a safe condition, i.e., in the Easement Area must be maintained so as to prevent against bodily injury, harm or death, and/or property damage, then the rights granted and the obligations imposed hereunder shall thereupon terminate without any action on the part of the Grantors. In such event, either of the Grantors may record an instrument terminating this Amended Grant of Easement, and take any and all steps to prevent any pedestrian access to the Easement Area.

7. This instrument constitutes an amendment to the Original Grant of Easement, and it shall be considered the entire agreement between the parties with respect to their rights, duties and obligations hereunder, and all matters related thereto, and supersedes all prior negotiations, representations, correspondence, understandings and agreements between the parties. Any amendment to this instrument shall be ineffective unless in writing and signed by the parties hereto.

That the term “Grantors” wherever used herein shall be held to mean and include the Grantors, and their respective officers, directors, members, agents, managers, insurers, and successors and assigns, and that the term “Grantee” wherever used herein shall be held to mean the County of Kauai, and its successors or permitted assigns and that this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

This instrument may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. All of such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page. It is agreed that fax (facsimile) or electronic copies of this instrument and any related documents will be fully binding and effective for all purposes whether or not originally executed documents are transmitted to any party.
hereto. Fax and/or electronic signatures on documents will be treated the same as original signatures.

IN WITNESS WHEREOF, said Grantors and Grantees have caused these presents to be executed on the day and year first above written.

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]
ASSOCIATION OF APARTMENT OWNERS
OF PU’U PO’A

By ________________________________

Print Name: _________________________

Title: ______________________________

By ________________________________

Print Name: _________________________

Title: ______________________________

“GRANTOR”
SOF-XI KAULAI PV HOTEL, L.P., a Foreign Limited Partnership

By ______________________________________

Print Name: ______________________________

Title: ____________________________________

By ______________________________________

Print Name: ______________________________

Title: ____________________________________

“GRANTOR”
COUNTY OF KAUA‘I

By ____________________________
Its Mayor

By ____________________________
Its County Clerk

“GRANTEE”
APPROVED:  

County Engineer  

APPROVED AS TO FORM AND LEGALITY  

County Attorney  

APPROVED:  

Planning Director
STATE OF HAWAII

COUNTY OF ____________________________

On this ____ day of ______________, 2021, before me personally appeared
______________________________, personally known
to me or proved to me on the basis of satisfactory evidence, who, being by me duly
sworn or affirmed, did say that such person is the
______________________________ of the Association of
Apartment Owners of Pu‘u Po‘a, and that said instrument was signed on behalf of said
Association by authority of its Board of Directors and that said officer acknowledged
said instrument to be the free act and deed of said Association.

Signature: ______________________________
Printed Name: __________________________

Notary Public, State of Hawaii

(Official Stamp or Seal) My commission expires: ____________________

NOTARY CERTIFICATE (Hawaii Administrative Rules § 5-11-8)

Document Identification or Description: Amended Grant Of Easement

Date of Document: ____________________________ No. of Pages: ___

Date of Notarization and Certificate: _______________________

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

Notary Signature: _______________________________________

Printed Name of Notary: __________________________________

(Official Stamp or Seal)
STATE OF HAWAII ) ) SS.
COUNTY OF_________________ )

On this ___ day of ______________, 2021, before me personally appeared ________________________________, personally known to me or proved to me on the basis of satisfactory evidence, who, being by me duly sworn or affirmed, did say that such person is the ________________________________ of the Association of Apartment Owners of Pu‘u Po‘a, and that said instrument was signed on behalf of said Association by authority of its Board of Directors and that said officer acknowledged said instrument to be the free act and deed of said Association.

Signature: ________________________________
Printed Name: ________________________________
Notary Public, State of Hawaii

(Official Stamp or Seal)

My commission expires: ________________

NOTARY CERTIFICATE (Hawaii Administrative Rules § 5-11-8)

Document Identification or Description: Amended Grant Of Easement

Date of Document: ________________________________ No. of Pages: ___

Date of Notarization and Certificate: ________________________________

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

Notary Signature: ________________________________
Printed Name of Notary: ________________________________

(Official Stamp or Seal)
STATE OF ____________________ )
                   ) SS.
COUNTY OF ____________________ )

On this ___ day of ________________, 2021, before me personally appeared ________________________________, personally known to me or proved to me on the basis of satisfactory evidence, who, being by me duly sworn or affirmed, did say that such person is the ________________________________ of SOF-XI KAUAII PV HOTEL, L.P., a Foreign Limited Partnership, and that said instrument was signed on behalf of said partnership by authority of its partners, and that ________________________________ acknowledged said instrument to be the free act and deed of said partnership.

Notary Public, State of ________________

______________________________
(Printed Name of Notary Public)

My commission expires: ________________
On this ____ day of _____________, 2021, before me personally appeared ____________________________________________, personally known to me or proved to me on the basis of satisfactory evidence, who, being by me duly sworn or affirmed, did say that such person is the ___________________________________________ of SOF-XI KAUAI PV HOTEL, L.P., a Foreign Limited Partnership, and that said instrument was signed on behalf of said partnership by authority of its partners, and that ___________________________________________ acknowledged said instrument to be the free act and deed of said partnership.

Notary Public, State of ________________

(Printed Name of Notary Public)

My commission expires: ________________
STATE OF HAWAII
COUNTY OF _______________________

On this ___ day of _____________, 2021, before me personally appeared ________________________________, personally known to me or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument in the capacities shown, and acknowledged that execution to be the free act and deed of said person.

Signature: __________________________
Printed Name: ______________________
Notary Public, State of Hawaii

(Official Stamp or Seal) My commission expires: __________________

NOTARY CERTIFICATE (Hawaii Administrative Rules § 5-11-8)

Document Identification or Description: Amended Grant Of Easement
Date of Document: ________________________________ No. of Pages: ___
Date of Notarization and Certificate: __________________
Jurisdiction (in which notarial act is performed): ________ Circuit

Notary Signature: ________________________________
Printed Name of Notary: ____________________________

(Official Stamp or Seal)
STATE OF HAWAII  )
COUNTY OF ______________________  ) SS.

On this ___ day of ____________, 2021, before me personally appeared
______________________________, personally known to me or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument in the capacities shown, and acknowledged that execution to be the free act and deed of said person.

Signature: ______________________________
Printed Name: ____________________________
Notary Public, State of Hawaii

(Official Stamp or Seal) My commission expires: ________________

NOTARY CERTIFICATE (Hawaii Administrative Rules § 5-11-8)

Document Identification or Description: Amended Grant Of Easement

Date of Document: _________________________________ No. of Pages: ___

Date of Notarization and Certificate: _______________________

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

Notary Signature: _________________________________

Printed Name of Notary: ________________________________

(Official Stamp or Seal)
EXHIBIT "B"

[INSERT NEW LEGAL DESCRIPTION]
### EASEMENT P-2
(For Trail Purposes)

LAND SITUATED AT HANALEI, HALALEA, KAUA'I, HAWAII

Being Portion of Parcel 4 and Lot 2-A
Princeville at Hanalei
Also Being Portion of Grant 4845 to Albert S. Wilcox

Beginning at the southeast corner of this parcel of land, on the north side of Ka Haku Road, the coordinates of said point of beginning referred to Government Survey Triangulation Station "POOKU" being 5,855.34 feet North and 10,433.37 feet West, thence running by azimuths measured clockwise from true South:

<table>
<thead>
<tr>
<th>Azimuth</th>
<th>Distance</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>73° 50’ 44”</td>
<td>6.01</td>
<td>feet along the north side of Ka Haku Road;</td>
</tr>
<tr>
<td>160° 00’</td>
<td>300.40</td>
<td>feet along the remainder of Parcel 4;</td>
</tr>
<tr>
<td>70° 00’</td>
<td>31.00</td>
<td>feet along the remainder of Parcel 4;</td>
</tr>
<tr>
<td>135° 00’</td>
<td>20.00</td>
<td>feet along the remainder of Parcel 4;</td>
</tr>
<tr>
<td>161° 00’</td>
<td>22.00</td>
<td>feet along the remainder of Parcel 4;</td>
</tr>
<tr>
<td>181° 00’</td>
<td>37.00</td>
<td>feet along the remainder of Parcel 4 and Lot 2-A;</td>
</tr>
<tr>
<td>140° 00’</td>
<td>22.00</td>
<td>feet along the remainder of Lot 2-A;</td>
</tr>
<tr>
<td>148° 00’</td>
<td>70.00</td>
<td>feet along the remainder of Lot 2-A;</td>
</tr>
<tr>
<td>219° 00’</td>
<td>86.00</td>
<td>feet along the remainder of Lot 2-A;</td>
</tr>
<tr>
<td>273° 00’</td>
<td>47.00</td>
<td>feet along the remainder of Lot 2-A;</td>
</tr>
<tr>
<td>251° 00’</td>
<td>15.00</td>
<td>feet along the remainder of Lot 2-A;</td>
</tr>
<tr>
<td>296° 00’</td>
<td>34.00</td>
<td>feet along the remainder of Lot 2-A;</td>
</tr>
<tr>
<td>240° 00’</td>
<td>18.00</td>
<td>feet along the remainder of Lot 2-A;</td>
</tr>
<tr>
<td>277° 00’</td>
<td>25.00</td>
<td>feet along the remainder of Lot 2-A;</td>
</tr>
<tr>
<td>267° 00’</td>
<td>19.00</td>
<td>feet along the remainder of Lot 2-A;</td>
</tr>
</tbody>
</table>
16. 256° 00'    14.00    feet along the remainder of Lot 2-A;
17. 233° 00'    10.00    feet along the remainder of Lot 2-A;
18. 194° 00'    5.00     feet along the remainder of Lot 2-A;
19. 152° 00'    5.00     feet along the remainder of Lot 2-A;
20. 242° 00'    6.00     feet along the remainder of Lot 2-A;
21. 332° 00'    7.30     feet along the remainder of Lot 2-A;
22. 14° 00'     9.43     feet along the remainder of Lot 2-A;
23. 53° 00'     13.35    feet along the remainder of Lot 2-A;
24. 76° 00'     15.79    feet along the remainder of Lot 2-A;
25. 87° 00'     20.10    feet along the remainder of Lot 2-A;
26. 97° 00'     23.52    feet along the remainder of Lot 2-A;
27. 60° 00'     19.18    feet along the remainder of Lot 2-A;
28. 116° 00'    34.70    feet along the remainder of Lot 2-A;
29. 71° 00'     13.68    feet along the remainder of Lot 2-A;
30. 93° 00'     45.12    feet along the remainder of Lot 2-A;
31. 39° 00'     78.66    feet along the remainder of Lot 2-A;
32. 328° 00'    65.32    feet along the remainder of Lot 2-A;
33. 320° 00'    23.81    feet along the remainder of Lot 2-A;
34. 1° 00'      38.19    feet along the remainder of Lot 2-A and Parcel 4;
35. 341° 00'    19.55    feet along the remainder of Parcel 4;
36. 315° 00'    14.79    feet along the remainder of Parcel 4;
37. 250° 00'    33.18    feet along the remainder of Parcel 4;
38.340° 00' 306.80 feet along Lot 2-A to the point of beginning and containing an area of 4,688 sq. ft.
Date: August 27, 2021
Prepared for: Kīhei Ridge
and (4) 5-4-12
Tax Map Key: (4) 5-4-12: 04
Hanalei, Kaua'i, Hawai'i
Princetville at Hanalei
Being portion of parcel 4 and lot 2-A
Designation of easement P-2
HIDEAWAYS BEACH TRAIL