

STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
DIVISION OF STATE PARKS  
Honolulu, Hawaii 96813

February 27, 2026

Board of Land and Natural Resources  
State of Hawaii  
Honolulu, Hawaii

Kauai

Authorize the Acquisition in Fee Simple of Real Property and Improvements at Hā'ena Beach Park, Kaua'i, Hawaii, Tax Map Key: (4) 5-9-005-019-0000, and Maninihola Dry Cave, Kaua'i, Hawaii, Tax Map Key: (4) 5-9-005-017-0000, from County of Kaua'i to State by Way of Dedication; and

Approve and recommend to the Governor the issuance of an Executive Order Setting Aside Hā'ena Beach Park and Maninihola Dry Cave to the Department of Land and Natural Resources, Division of State Parks for Park Purposes; and Recommendation for properties so acquired, to be added to Hā'ena State Park pursuant to the requirements of Section 171-11, HRS. Hā'ena State Park is currently set aside under Governor's Executive Order 3391, for Park Purposes.

Declare the Project Exempt from the Requirement of Preparation of an Environmental Assessment under Chapter 343, HRS, and Chapter 11-200.1, HAR.

## **APPLICANT**

Department of Land and Natural Resources, Division of State Parks ("DSP")

## **LEGAL REFERENCE**

Hawaii Revised Statutes ("HRS") §§ 171-11, 171-30, 184-2, and 184-3, as amended.

## **LOCATION**

Hā'ena Beach Park, Kaua'i, Hawaii, identified by Tax Map Key ("TMK"): (4) 5-9-005-019-0000, and Maninihola Dry Cave, Kaua'i, Hawaii, identified by TMK: (4) 5-9-005-017-0000, as noted in the map labeled **Exhibit A**.

## **AREA**

Hā'ena Beach Park: an approximate five (5) acres, more or less; Maninihola Dry Cave: an approximate three (3) acres, more or less

## **ZONING**

State Land Use District: Conservation  
County of Kauai CZO: P-1

## **TRUST LAND STATUS**

Section 5(b) lands of the Hawai'i Admission Act  
DHHL 30% entitlement lands pursuant to Hawai'i State Constitution: NO

## **CURRENT USE STATUS**

County of Kaua'i park lands.

## **CHARACTER OF USE**

State-park purposes to be included within Hā'ena State Park.

## **CHAPTER 343 ENVIRONMENTAL ASSESSMENT**

Pursuant to HRS § 343-5(a)(1), an environmental assessment is required where county lands are being used in the transfer of title of improved real property. The proposed use is exempted under HAR § 11-200.1-16(a)(1), General Exemption Type 1, Part 1, section 37, as a "Transfer of title to land." (**Exhibit P.**) Inasmuch as the Chapter 343 environmental requirements apply to DSP's future management of the property, DSP will be responsible for compliance with HRS Chapter 343, as amended.

## **DISCUSSION**

Less than one mile east of Hā'ena State Park ("HSP"), and accessible via Kūhiō Highway, is Hā'ena Beach Park, makai of Kūhiō Highway, and Maninihola Dry Cave, mauka of Kūhiō Highway, (collectively, the "Parcels") under the jurisdiction and management of County of Kaua'i (the "County").

At HSP, DSP and the Hui Maka'āinana o Makana's (the "Hui") co-management have led to successful crowd-control measures and tourist management. They took an at once overcrowded nightmare for residents and guests and turned it into a residents' haven, while still allowing ample guest patronage through a streamlined reservation system. Meanwhile, and currently, the Hui, through mālama 'āina principles, have restored the lo'i field, cleared acres of invasive

species, and hosted educational and informative tours and programs for keiki and the community.

Despite HSP's success, an all-too-real concern is that the crowds have migrated down the road to Hā'ena Beach Park. County residents no longer frequent the beach park because of the massive crowds and lack of available parking, as was the case with HSP, and the County has struggled to manage the overcapacity and traffic congestion.

The County, recognizing the success of HSP's community co-management paradigm, wishes to convey Hā'ena Beach Park to the State of Hawai'i (the "State"), to be managed by DSP, with the express intent of expanding the community management of HSP to this area through an amended or new long-term co-management agreement with the Hui.

Having Hā'ena Beach Park become part of DSP's jurisdiction would enable the success at HSP to expand down the road: reduced crowds, safer pedestrian use, improved resident access, and high-quality management. The County conditions the conveyance of Hā'ena Beach Park with the acceptance of Maninihola Dry Cave. Maninihola Dry Cave is located just across the highway, makai of Hā'ena Beach Park, and is a wahi pana for the kanaka of Hā'ena and Hawai'i.

### Agreements Between County and State

After a July 31, 2023, meeting with the County regarding the transfer of the Parcels to the State, County sent DSP copies of one quitclaim deed per parcel. **(Exhibits C-D.)** The County also provided two Memorandum of Agreements ("MOAs") for Lifeguard Services at Haena Beach Park and for Park Maintenance Services at Haena Beach Park with County of Kaua'i and DSP. **(Exhibits E-F.)** The MOA for Lifeguard Services provides that the County will continue to provide lifeguard services to Hā'ena Beach Park for one year. The MOA for Park Maintenance Services provides, similarly, that the County will continue to provide maintenance and beautification services at Hā'ena Beach Park for one year, but that the County and DSP may extend the term for an additional year, dependent on DSP's ability to get new positions authorized by the legislature.

### Due Diligence

DSP engaged in due diligence in facilitating this conveyance. The County has declared that since 1925, date of ownership, no burial sites, environmental contamination, or hazard materials are present at the Parcels. **(Exhibit G.)** DSP determined that Hā'ena Beach Park has a number of improvements on the property such as, two parking lots, a pavilion, a lifeguard tower, and a comfort station. **(Exhibits A & B.)** Further, there is no Land and Water Conservation Fund encumbrance on either parcel **(Exhibit H)** and that there are currently two food vendors operating concessions at Hā'ena Beach Park under a monthly revocable permit **(Exhibits I & J.)** DSP will engage with the vendors in securing

proper state permitting should they wish to continue their concessions. There is, however, a covenant over Maninihola Dry Cave not to permit or engage in commercial activities thereon pursuant to the 1968 Commissioners' Deed that partitioned the lands of Hā'ena. (**Exhibit K.**)

Further, after discussing with the County and the Hawai'i Department of Transportation Kaua'i Highways ("HDOT") about rock-fall hazards over Maninihola Dry Cave, HDOT provided a draft report published in April 2024. (**Exhibit L.**) The report provides that while hazards are present, no injuries or deaths from rockfall have been recorded at Maninihola Dry Cave. HDOT has a committed, long-term plan to address rockfall on the Northshore of Kaua'i. Upon acquisition of the Parcels, DSP will work with HDOT to permit HDOT to continue addressing rockfall hazards.

The County has also declared that no injuries or deaths from rockfall have occurred at the parcel. (**Exhibit G.**) DSP will erect the appropriate Act 82 signage, warning visitors of potential rockfall for visitor safety and discharge its duty to warn, as recommended by HDOT. DSP will also coordinate with the Hui for maintenance and access to the mauka parcel should the parcels come under DSP management. A final survey of Survey of Maninihola Dry Cave was conducted and completed on July 15, 2025. (**Exhibit M.**) The Northshore-Kaua'i community members and the Council of the County of Kaua'i have also vetted the scope of this conveyance. ("County Council.")

## County and Community Approval

Targeted, informal outreach by the County on the transfer proposal took place over several years. More recently, following direct State-County discussions, two public outreach meetings were held to formally present the proposed transfer to the North Shore community.

On October 14, 2025, the Hanalei-Wainiha-Hā'ena Community Association (the "Association") hosted a presentation and informational meeting at Hā'ena Beach Park, featuring the Kaua'i County Parks Director, Kaua'i County Councilmembers, DSP, the Hui, and the Hanalei Initiative. The Association presented the transfer proposal and held a Q&A with audience members, eliciting mixed approval and opposition and leaving some questions unanswered. A follow-up, informational meeting was proposed.

On November 20, 2025, the Hui and the County hosted a joint informational meeting at Waipā, regarding the details, obligations, and benefits of the transfer. The meeting featured statements from Mayor Derek S.K. Kawakami, the Hui, and DSP Acting Administrator Alan. B. Carpenter, reassuring county residents that the success of the HSP model will be replicated at the Parcels. The meeting concluded with no voiced opposition, and DSP committed to creating a community management plan to address site-specific issues. (**Exhibit N.**)

Thereafter, on November 26, 2025, the County Council convened and heard testimony on the transfer of the parcels from the County to the State. (**Exhibit O.**) The meeting included testimony in support for the transfer from community members and Mayor Kawakami and vocal support from County Council members. Ultimately, the County Council unanimously approved the proposed transfer. (**Id.**)

### Authority to Receive Parcels and Granting DSP Jurisdiction Over the Parcels

Under HRS § 46-65.5, counties may transfer park lands to the State. HRS §§ 184-3(1), (9) permits the Department of Land and Natural Resources (the “Department”), as headed by the Board and acting for the State of Hawai‘i, to accept lands and park lands from a county. The Board is empowered under HRS § 171-30 to acquire real property and the improvements thereon by way of dedication. However, the Department must first receive the county council’s respective consent. *Id.* § 184-2(2). Thereafter, and with prior approval from the Board, the governor of the State of Hawai‘i may set aside jurisdiction over the park lands to DSP. *Id.* §§ 171-11, 184-2(1).

As iterated above, the County and DSP have engaged in talks about transferring the Parcels from the County to the State. The County agrees that DSP is in the best position to manage, steward, and protect the Parcels for the people of Kaua‘i, the State, and visitors alike. Accordingly, pursuant to HRS §§ 46-65.5 and 184-2(2), the County Council approved the transfer of the Parcels by way of dedication from the County to the State to be managed and stewarded by DSP. (**Exhibit O.**)

The conveyance of the Parcels to the State, followed by an executive order to place management jurisdiction in the hands of DSP, as an extension of HSP, will ensure the historical significance of these sites is well-managed, stewarded, and protected for current and future generations.

### **RECOMMENDATION**

1. Authorize the acquisition of the subject lands under terms and conditions cited above which are by incorporated by reference herein and further subject to the following:
  - a. The standard terms and conditions of the most current deed document form, as may be amended from time to time;
  - b. Review and approval by the Department of the Attorney General; and
  - c. Such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State;
2. Approve of and recommend to the Governor the issuance of an executive order setting aside jurisdiction over the Hā‘ena Beach Park and Maniniholo Dry Cave

to the Division of State Parks under the terms and conditions cited above, which are by this reference incorporated herein and further subject to the following:

- a. The standard terms and conditions of the most current executive order document form, and may be amended from time to time;
  - b. Disapproval by the Legislature by two-thirds vote of either the House of Representatives or the Senate or by a majority vote by both in any regular or special session next following the date of the setting aside;
  - c. Review and approval by the Department of the Attorney General; and
  - d. Such other terms and conditions as may be prescribed by the Chairperson to best serve the interest of the State.
3. Authorize the boundaries of Hā'ena State Park to extend eastwardly to include Hā'ena Beach Park and Maninihola Cave as part of Hā'ena State Park.
  4. Declare that, after considering the potential effects of the proposed disposition as provided by Chapter 343, HRS, and chapter 11-200, HAR, this project will probably have minimal or no significant effect on the environment and is therefore exempt from the preparation of an environmental assessment.

Respectfully submitted,



ALAN B. CARPENTER  
Acting Administrator  
Division of State Parks

APPROVED FOR SUBMITTAL



RYAN K.P. KANAKA'OLE  
Acting Chairperson  
Board of Land and Natural Resources

## ATTACHMENTS

- Exhibit A – Aerial map that includes improvements for Hā'ena Beach Park and Maninihola Dry Cave
- Exhibit B – Map of Hā'ena Beach Park, denoting the extent and location of improvements and other features thereon
- Exhibit C – Quitclaim Deed for the Transfer of Hā'ena Beach Park from the County of Kaua'i to the State of Hawai'i

- Exhibit D – Quitclaim Deed for the Transfer of Maninihola Dry Cave from the County of Kaua'i to the State of Hawai'i
- Exhibit E – Memorandum of Agreement for Lifeguard Services at Hā'ena Beach Park
- Exhibit F – Memorandum of Agreement for Maintenance and Beautification Services at Hā'ena Beach Park
- Exhibit G – Kaua'i County Declaration that No Contamination or Burial Sites are Present at nor Have Rockfall Injuries or Death Occurred at Hā'ena Beach Park or Maninihola Dry Cave
- Exhibit H – Grants for Kaua'i under the Land and Water Conservation Fund
- Exhibit I – Revocable permit granted to Coconut Da Kine for February 2026
- Exhibit J – Revocable permit granted to Mr. Wagon for February 2026
- Exhibit K – Relevant Portions of the 1968 Commissioner's Deed.
- Exhibit L – Relevant Portions of the Hawai'i Department of Transportation Statewide Rockfall Assessment
- Exhibit M – Maninihola Dry Cave Survey with Proper Boundaries of the Cave.
- Exhibit N – Invitation from Hui Maka'āinana o Makana to the Northshore Community of Kaua'i to Attend an Informational Meeting About the Transfer of Hā'ena Beach Park and Maninihola Dry Cave to the State of Hawai'i
- Exhibit O – Council of the County of Kaua'i Resolution No. 2025-42, Approving the Transfer of Maninihola Dry Cave and Hā'ena Beach Park from the County of Kaua'i to the State of Hawai'i.
- Exhibit P – Hawai'i Revised Statutes, Chapter 343 Environmental Exemption, HAR § 11-200.1-16(a)(1), General Exemption Type 1, Part 1, section 37, "Transfer of title to land."



Hā'ena Beach Park

Lifeguard Tower

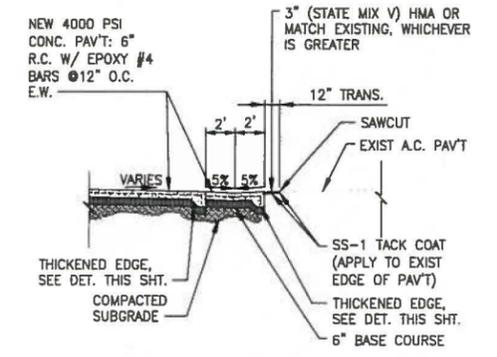
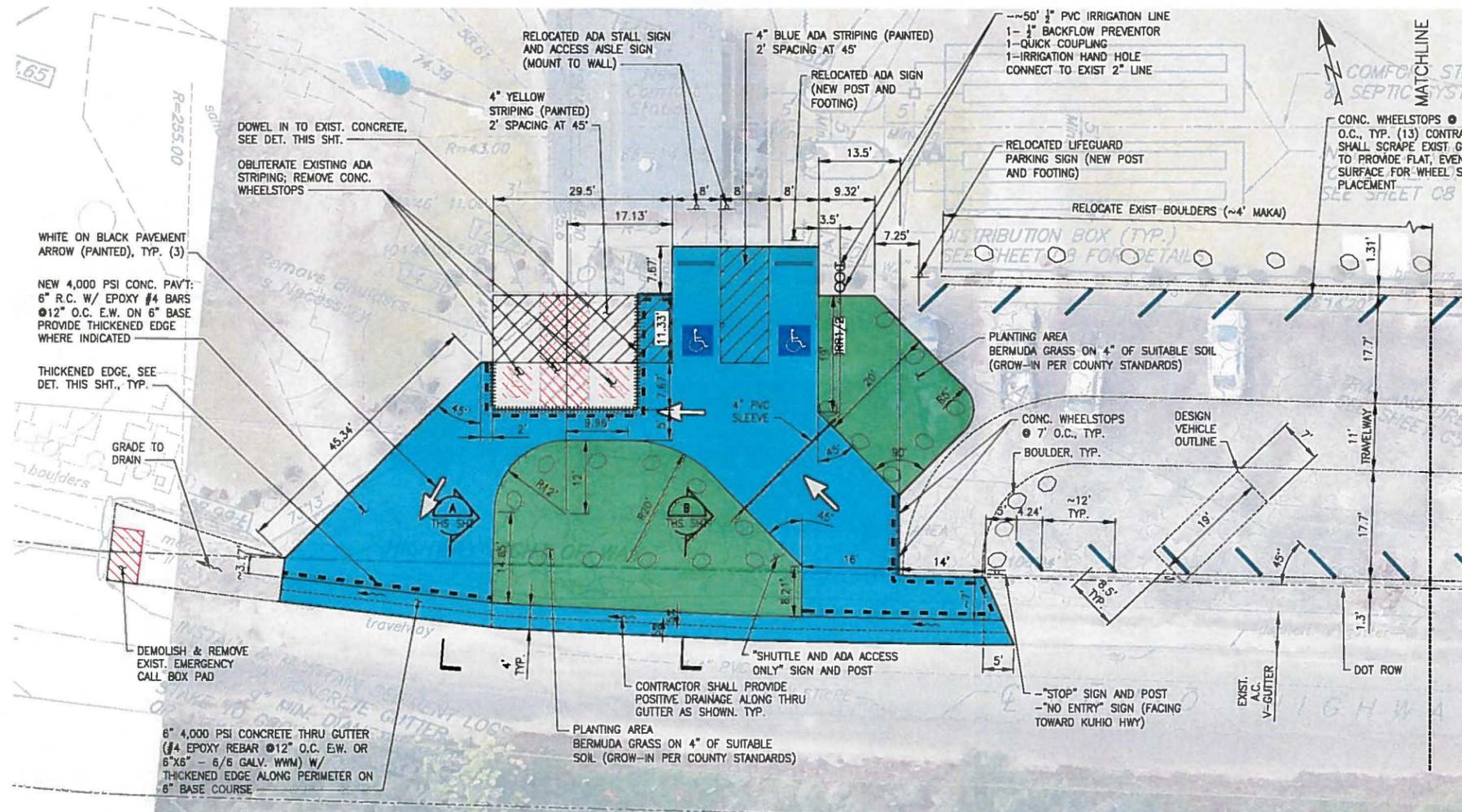
Pavillion

Comfort Station

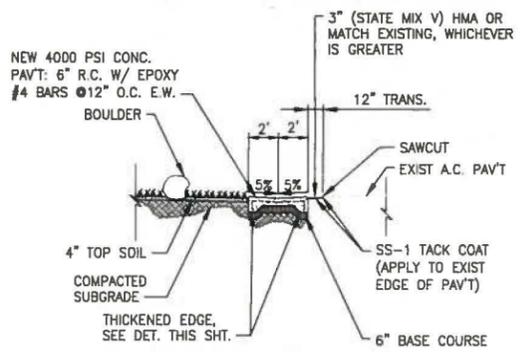
Parking

Parking

Maniniholo Cave

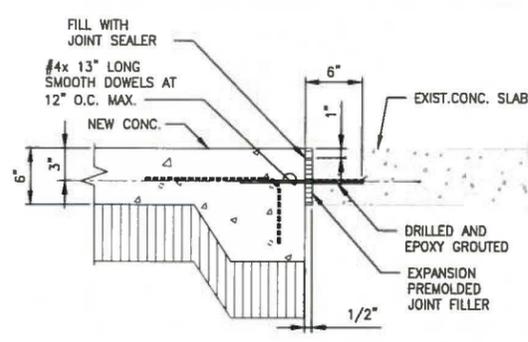


**SECTION A**  
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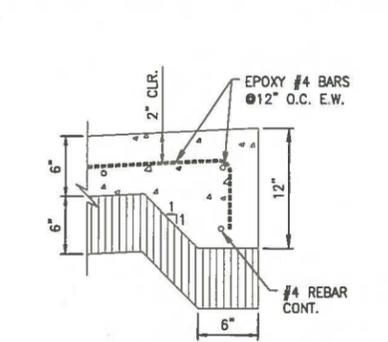


**SECTION B**  
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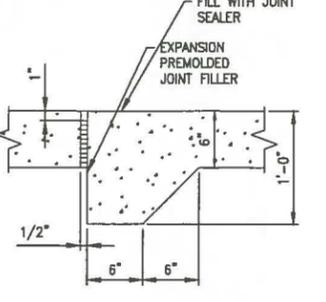
**LEGEND:**  
 - - - - - DOWELING LIMITS  
 - - - - - THICKENED EDGE LIMITS



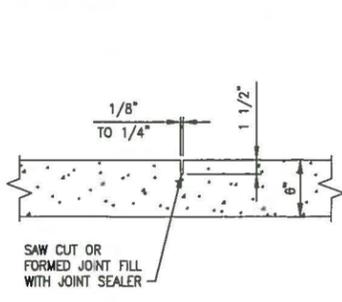
**DOWEL JOINT DETAIL**  
NOT TO SCALE



**THICKENED EDGE DETAIL**  
NOT TO SCALE



**EXPANSION JOINT**



**CONTROL JOINT**

**JOINT DETAILS**  
NOT TO SCALE

**APPROVAL:**  
 [Signature]  
 DIRECTOR, DEPT. OF PARKS AND RECREATION  
 COUNTY OF KAUAI

10/29/19  
 DATE

REVIEWED BY:  
 WILLIAM H. Q. BOW  
 LICENSED PROFESSIONAL ENGINEER  
 NO. 4904-C  
 HAWAII, USA

JESSE J. C. PELLIOTTI  
 LICENSED PROFESSIONAL ENGINEER  
 NO. 14518  
 HAWAII, USA

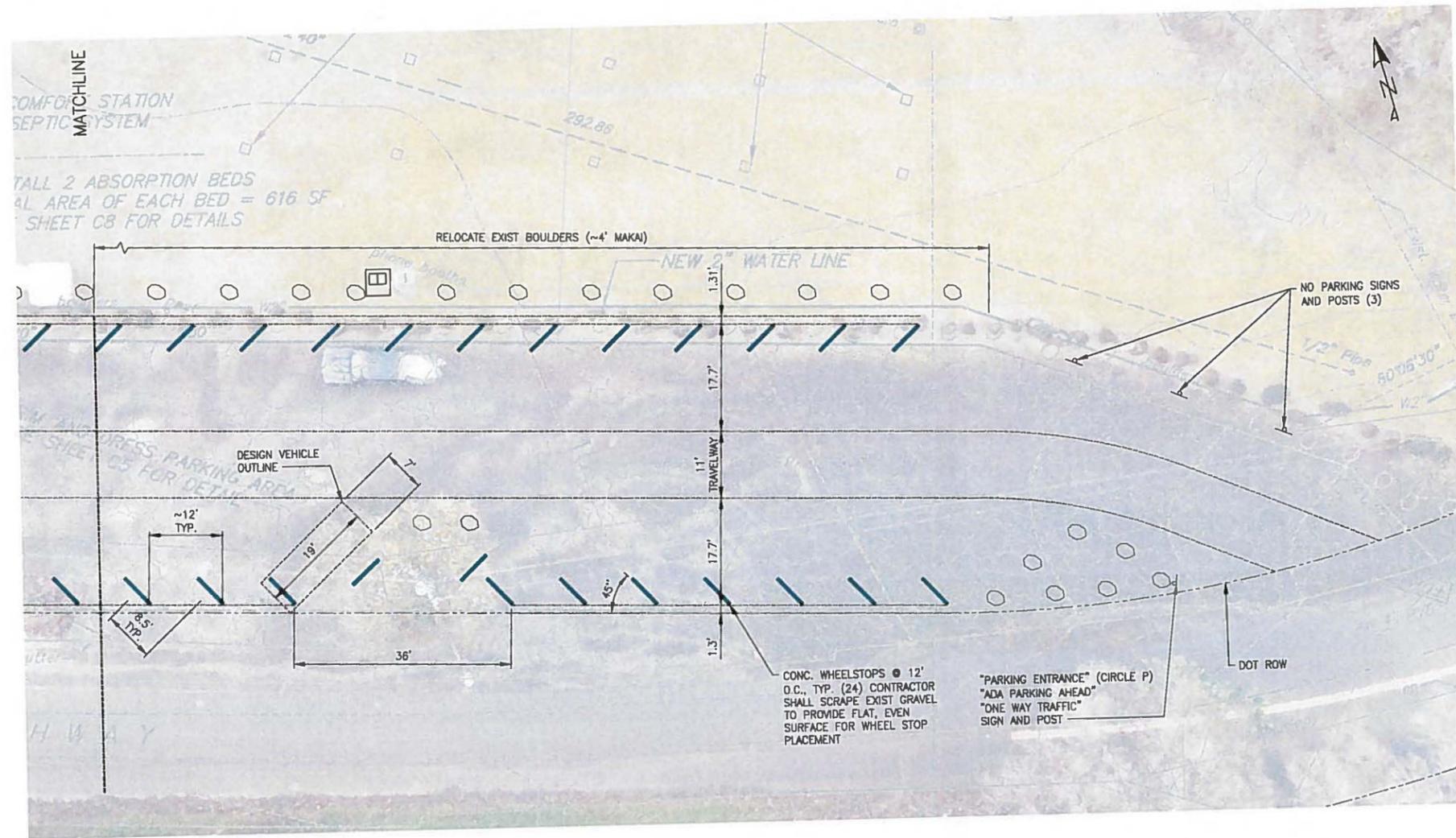
THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION AND CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION  
 [Signature]  
 EXPIRES 04-30-2020

0 5 10'  
 SCALE 1" = 10'

**HAENA BEACH PARK - SHUTTLE STOP**

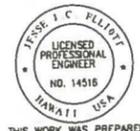
**APPROVED FOR CONSTRUCTION**  
 OCTOBER 25, 2019

**C1.01**

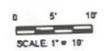


H:\P\2019\102019.00 Haena Beach Park - Shuttle Stop\106 (04/25/19) 106 Haena Beach Park-SITE (KAWA).dwg

APPROVAL: *Per W*  
 DATE: 10/20/19  
 DIRECTOR, DEPT. OF PARKS AND RECREATION  
 COUNTY OF KAUAI



THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION AND CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION  
 EXPRES 04-30-2020



HAENA BEACH PARK - SHUTTLE STOP  
 APPROVED FOR CONSTRUCTION  
 OCTOBER 25, 2019  
 C1.02

LAND COURT SYSTEM

REGULAR SYSTEM

After Recordation Return by Mail to:  
Office of the County Attorney  
4444 Rice Street Suite 220  
Lihue HI, 96766

Total Pages: \_\_\_\_\_

**Tax Map Key Nos.: (4) 5-9-005-019-0000**

TITLE OF DOCUMENT:

**QUITCLAIM DEED**

PARTIES TO DOCUMENT:

Grantor: **County of Kaua'i**  
4444 Rice Street Suite 220  
Lihue, HI 96766

Grantee: **Hawai'i State Department of Land and Natural Resources**  
Kalanimoku Building  
1151 Punchbowl Street, Room 310  
Honolulu, Hawai'i, 96813

Exhibit C

## QUITCLAIM DEED

THIS QUITCLAIM DEED is made as of \_\_\_\_\_, 2024 (the “Effective Date”), by the County of Kaua‘i (“Grantor”) in favor of the Hawaii State Department of Land and Natural Resources (“Grantee”).

### WITNESSETH

For good and valuable consideration, the sufficiency of which is hereby acknowledged by Grantor, Grantor does hereby release, remise and quitclaim unto Grantee, as tenant in severalty, in an “AS IS” condition, without representations or warranties of any sort, all of Grantor’s right, title and interest in and to that certain real property described in Exhibit A attached hereto and made a part hereof (the “Property”).

AND the revisions, remainders, rems, issues, and profits thereof and all of the estate, right, title, and interest of Grantor, both in law and in equity, in and to the Property.

TO HAVE AND TO HOLD the same, together with all buildings, improvements, rights, easements, privileges, and appurtenances thereon and thereto belonging or appertaining or held and enjoyed therewith, unto Grantee in the tenancy set forth above, absolutely and in fee simple, forever.

The conveyance set forth in this Quitclaim Deed is expressly declared to be in favor of Grantee and Grantee’s successors and assigns.

The Property and any improvements thereon are conveyed “AS IS” in its existing condition and all claims and liabilities against the Grantor, if any, that the Grantee has, may have had, or may have in the future, regarding any injury, loss, cost, damage, or liability, including reasonable attorney’s fees, concerning the physical, environmental, soil, economic, and legal condition of the Property, shall be released, waived and extinguished.

The terms “Grantor” and “Grantee,” as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine or feminine, the singular or plural number, individuals or entities, and each of their respective successors, heirs, personal representatives, and assigns, according to the context thereof.

*[The remainder of this page is intentionally left blank; signature page follows.]*

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed as of the Effective Date.

**GRANTOR**

**County of Kaua'i**

\_\_\_\_\_  
Its: Director of Finance                      Date

APPROVED:

\_\_\_\_\_  
Mayor Derek S.K. Kawakami              Date

APPROVED AS TO FORM  
AND LEGALITY:

Office of the County Attorney

State Department of the Attorney General

\_\_\_\_\_  
Deputy County Attorney

\_\_\_\_\_  
Deputy Attorney General

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

STATE OF HAWAI'I        )  
                                  )ss.  
COUNTY OF KAUA'I        )

On this \_\_\_ day of \_\_\_\_\_, 202\_\_\_, before me appeared BLANCHE REIKO MATSUYAMA, to me personally known, who being by me was duly sworn; and that said Officer is the DIRECTOR OF FINANCE for the COUNTY OF KAUA'I, a political subdivision of the State of Hawai'i, and that the foregoing instrument was signed on behalf of said COUNTY with authority of its Charter, and that said Officer acknowledged the instrument to be the free act and deed of said COUNTY.

\_\_\_\_\_  
Notary Public, State of Hawai'i

Name of Notary:\_\_\_\_\_

My Commission Expires:

**EXHIBIT A**

**(Legal Description of the Property)**

LAND COURT SYSTEM

REGULAR SYSTEM

After Recordation Return by Mail to:  
Office of the County Attorney  
4444 Rice Street Suite 220  
Lihue HI, 96766

Total Pages: \_\_\_\_\_

**Tax Map Key Nos.: (4) 5-9-005-017-0000**

TITLE OF DOCUMENT:

**QUITCLAIM DEED**

PARTIES TO DOCUMENT:

Grantor: **County of Kaua'i**  
4444 Rice Street Suite 220  
Lihue, HI 96766

Grantee: **Hawai'i State Department of Land and Natural Resources**  
Kalanimoku Building  
1151 Punchbowl Street, Room 310  
Honolulu, Hawai'i, 96813

Exhibit D

## QUITCLAIM DEED

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### WITNESSETH

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AND the revisions, remainders, rems, issues, and profits thereof and all of the estate, right, title and interest of Grantor, both in law and in equity, in and to the Property.

TO HAVE AND TO HOLD the same, together with all buildings, improvements, rights, easements, privileges, and appurtenances thereon and thereto belonging or appertaining or held and enjoyed therewith, unto Grantee in the tenancy set forth above, absolutely and in fee simple, forever.

The conveyance set forth in this Quitclaim Deed is expressly declared to be in favor of Grantee and Grantee’s successors and assigns.

The Property and any improvements thereon are conveyed “AS IS” in its existing condition and all claims and liabilities against the Grantor, if any, that the Grantee has, may have had, or may have in the future, regarding any injury, loss, cost, damage, or liability, including reasonable attorney’s fees, concerning the physical, environmental, soil, economic, and legal condition of the Property, shall be released, waived and extinguished.

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*[The remainder of this page is intentionally left blank; signature page follows.]*

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed as of the Effective Date.

**GRANTOR**

**County of Kaua'i**

\_\_\_\_\_  
Its: Director of Finance                      Date

APPROVED:

\_\_\_\_\_  
Mayor Derek S.K. Kawakami              Date

APPROVED AS TO FORM  
AND LEGALITY:

Office of the County Attorney

State Department of the Attorney General

\_\_\_\_\_  
Deputy County Attorney

\_\_\_\_\_  
Deputy Attorney General

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

STATE OF HAWAI'I        )  
                                      )ss.  
COUNTY OF KAUA'I        )

On this \_\_\_ day of \_\_\_\_\_, 202\_\_, before me appeared BLANCHE REIKO MATSUYAMA, to me personally known, who being by me was duly sworn; and that said Officer is the DIRECTOR OF FINANCE for the COUNTY OF KAUA'I, a political subdivision of the State of Hawai'i, and that the foregoing instrument was signed on behalf of said COUNTY with authority of its Charter, and that said Officer acknowledged the instrument to be the free act and deed of said COUNTY.

\_\_\_\_\_  
Notary Public, State of Hawai'i

Name of Notary:\_\_\_\_\_

My Commission Expires:

**EXHIBIT A**

**(Legal Description of the Property)**

**MEMORANDUM OF AGREEMENT FOR LIFEGUARD SERVICES**  
**AT HAENA BEACH PARK**

THIS MEMORANDUM OF AGREEMENT for Lifeguard Services at Hā'ena Beach Park, effective on \_\_\_\_\_ 2024, is by and between the STATE OF HAWAII, by its Board of Land and Natural Resources ("STATE") and the COUNTY OF KAUA'I, a political subdivision of the STATE OF HAWAII, whose address is 4444 Rice Street, Līhu'e, Hawai'i ("COUNTY") (hereinafter "the Parties").

WHEREAS, COUNTY intends to transfer to the STATE the real property ownership of the County Beach Park and Maninihola Cave at Hā'ena, Kaua'i, Hawai'i, TMK 4590050190000 and 4590050170000 (the "Park"). The Parties intend that COUNTY will continue to provide Water Safety Officer/Lifeguard Services at the Park due to COUNTY's trained personnel and expertise to provide these Services for the safety and protection of Park beach users; and

WHEREAS, in accordance with Hawai'i Revised Statutes ("HRS") §46-12.5, each county may provide lifeguard services for any state beach park where the number of swimmers using the beach may warrant a lifeguard, provided that STATE and COUNTY shall first mutually agree that those services are necessary for the particular beach; and

WHEREAS, HRS §78-27 allows for STATE to act as a receiving agency for COUNTY employees on a temporary assignment or exchange; and

WHEREAS, the Services herein described do not involve elements of competition which require adherence to the Hawai'i Public Procurement Code, HRS Chapter 103D; and

WHEREAS, the Parties wish to enter into this Memorandum of Agreement ("MOA") outlining the Parties' benefits, duties and obligations.

NOW, THEREFORE, in consideration of the mutual promises as described herein, the Parties agree as follows:

1. AUTHORITY:

Each Party is imbued with the following authority to enter into, and perform under, this MOA:

- a. COUNTY: Under the County of Kaua'i Charter §7.05, the Mayor of the COUNTY

is authorized to exercise direct supervision over all COUNTY administrative departments. The Fire Chief is authorized under the County of Kaua'i Charter §12.03 to appoint, train, equip, and supervise the personnel of the Kauia Fire Department ("KFD"), an administrative department of the COUNTY. The Ocean Safety Operation Bureau is a Division of KFD and the direct employing division of the COUNTY's Water Safety Officers/Lifeguards. The Mayor, or a designated representative of the COUNTY, shall represent and act for the COUNTY in administering the terms and conditions of this MOA.

b. STATE: Under HRS §§ 26-15 and 171-6, the Board of Land and Natural Resources shall manage and administer the public lands of the STATE and may delegate authority to the Chairperson of the Board of Land and Natural Resources ("Chairperson") to effectuate this duty. The Chairperson or the Chairperson's designated representative shall represent and act for the STATE in administering the terms and conditions of this MOA.

## 2. TERM OF AGREEMENT

This MOA is effective upon recordation at the State of Hawai'i Bureau of Conveyances of the Deed of Conveyance of the Park parcels from COUNTY to STATE and shall remain in effect until December 31, 2025, unless terminated or modified in accordance with the terms herein. The MOA can be extended for consecutive twelve-month periods by way of a written Amendment executed by the Parties.

## 3. SCOPE OF SERVICES AND DUTIES

COUNTY shall provide STATE with all Water Safety Officer/Lifeguard Services necessary at the Park, as determined by KFD ("Services"). The labor cost for these Services, including salary, travel, and fringe benefits, will not be reimbursed from STATE to COUNTY. Services will be provided daily, including weekends and holidays, during the entire MOA term and any extensions thereof. COUNTY shall provide lifeguard services at such hours and at such locations at the Park as it deems necessary to enhance the safety and protection of Park beach users. When requested, COUNTY will provide STATE with personnel duty schedules evidencing times of Service. COUNTY will ensure that the Park is properly and fully equipped with lifeguard towers and all necessary equipment and supplies. COUNTY shall determine the number and placement locations of the lifeguard towers, subject to the concurrence of the STATE, for optimum surveillance of ocean waters.

#### 4. EMPLOYMENT STATUS OF WATER SAFETY OFFICERS/LIFEGUARDS

All COUNTY Water Safety Officers/Lifeguards who provide Services at the Park will remain as COUNTY employees or civil servants, subject to COUNTY employment qualifications, requirements, benefits, duties, and disciplinary action, and will operate under COUNTY's exclusive control.

#### 5. RECORD KEEPING AND REPORTING

COUNTY shall maintain the following records, and upon STATE's request make these records available for STATE inspection:

- i. Records of Water Safety Officer/Lifeguard training activities and professional certificates;
- ii. Daily lifeguard station logs, and incident, rescue or emergency response reports;
- iii. COUNTY will notify STATE by telephone as soon as practical of the occurrence of any serious injury requiring emergency medical services or hospitalization, or a fatality, at the Park or offshore during Water Safety Officer/Lifeguard hours of service. Within a reasonable time thereafter, a written incident report and any investigative reports shall be prepared and forwarded to the STATE Point of Contact below.

#### 6. POINTS OF CONTACT

Contacts for all communications regarding this MOA shall be via email or regular first-class mail to the following persons:

David Kalani Vierra, Ocean Safety  
Bureau  
Kaua'i Fire Department  
COUNTY OF KAUA'I  
4444 Rice Street, Suite 105  
Līhu'e, Hawai'i 96766  
(808) 241-4984  
[oceansafety@kauai.gov](mailto:oceansafety@kauai.gov)

Alan B. Carpenter, Acting Administrator  
Division of State Parks  
Department of Land and Natural Resources  
STATE OF HAWAII  
1151 Punchbowl Street, Room 310  
Honolulu, Hawai'i 96813  
(808) 587-0286  
[Alan.b.carpenter@hawaii.gov](mailto:Alan.b.carpenter@hawaii.gov)

#### 7. MODIFICATION

Parties may modify this MOA by mutual written Amendment.

#### 8. TERMINATION

Either Party may terminate this MOA upon thirty (30) days' written notice of intent

to terminate.

#### 9. DISPUTE RESOLUTION

Parties shall make reasonable efforts to informally resolve any dispute under this MOA within thirty (30) days of an initial email or letter between Points of Contact, describing the alleged dispute, and will reduce the resolution of the dispute to a writing signed by Points of Contact or their designees. Disputes which are not resolved in this manner will be elevated to the Office of the Mayor and the Office of the Chairperson for an informal resolution within thirty (30) days of a written request to elevate. Any further unresolved dispute shall be resolved by binding decision of a Certified Professional Mediator to be selected by the Chairperson from a list of three suggested names submitted by each Point of Contact. While any dispute is pending resolution, STATE and COUNTY shall continue to diligently perform under all terms of this MOA.

#### 10. DEFENSE AND INDEMNITY

STATE agrees to defend COUNTY and COUNTY'S Water Safety Officers/Lifeguards under the terms set forth in HRS §662-16, Defense of state employees; county lifeguards, and, to indemnify COUNTY and its Water Safety Officers/Lifeguards, employees, appointees, agents, officers and assigns against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses including but not limited to reasonable attorneys' fees and costs, actually or allegedly, directly or indirectly, arising out of or related to the Services, in each case, whether or not caused in whole or in part by the COUNTY or Water Safety Officer/Lifeguard negligence, and whether or not the relevant claim or suit has merit.

#### 11. INSURANCE

The Parties agree to maintain all applicable insurance coverage for the term of this MOA. STATE's insurance policies will be endorsed as primary and any insurance or self-insurance program maintained by the COUNTY shall be non-contributory.

#### 12. CHOICE OF LAW AND VENUE

This MOA shall be governed by and construed in accordance with the laws of the State of Hawai'i. Any legal suit arising under or relating to this MOA shall be brought in the Fifth Circuit Court of the State of Hawai'i.

#### 13. MERGER

This MOA contains the final, complete and exclusive statement of the duties,

obligations, benefits and requirements between the parties with respect to the Services contemplated herein. All prior or contemporaneous written or oral agreements with respect to the subject matter hereof are merged herein.

14. SEVERABILITY

If any provision of this MOA shall be held or made invalid by a court decision, statute or rule, or shall be otherwise rendered invalid, the remainder of this MOA shall not be affected thereby.

Approved by the Board of Land and Natural Resources at its meeting held on **00/00/2026**.

ACKNOWLEDGED  
COUNTY OF KAUA'I

ACKNOWLEDGED  
STATE OF HAWAI'I

By:

By:

\_\_\_\_\_  
DEREK S.K. KAWAKAMI, Mayor  
Date:

\_\_\_\_\_  
RYAN KANAKA'OLE, Acting Chairperson  
Board of Land and Natural Resources  
Date:

ACKNOWLEDGED  
COUNTY OF KAUA'I

By: \_\_\_\_\_  
Chief Michael R. Gibson  
Kaua'i Fire Department  
Date:

APPROVED AS TO FORM AND LEGALITY:

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy County Attorney  
Office of the County Attorney  
Date:

\_\_\_\_\_  
Deputy Attorney General  
Office of the Attorney General  
Date:

**MEMORANDUM OF AGREEMENT FOR  
PARK MAINTENANCE SERVICES AT HAENA BEACH PARK**

THIS MEMORANDUM OF AGREEMENT for Park Maintenance Services at Hā'ena Beach Park is effective on \_\_\_\_\_2026, by and between the STATE OF HAWAI'I, by its Board of Land and Natural Resources, ("STATE") and the COUNTY OF KAUA'I, a political subdivision of the STATE OF HAWAI'I, whose address is 4444 Rice Street, Līhu'e, Hawai'i ("COUNTY") (hereinafter "the Parties").

WHEREAS, COUNTY intends to transfer to the STATE the real property ownership of the County Beach Park and Maninihola Cave at Hā'ena, Kaua'i, Hawai'i, TMK 4590050190000 and 4590050170000 (the "Park"). The Parties intend that COUNTY will continue to provide Park Maintenance and Beautification Services at the Park due to COUNTY's trained personnel and expertise to provide these Services for Park users; and

WHEREAS, Hawai'i Revised Statutes ("HRS") § 78-27 allows for STATE to act as a receiving agency for COUNTY employees on a temporary assignment or exchange; and

WHEREAS, the Services herein described do not involve elements of competition which require adherence to the Hawai'i Public Procurement Code, HRS Chapter 103D; and

WHEREAS, the Parties wish to enter into this Memorandum of Agreement ("MOA") outlining the Parties' benefits, duties, and requirements.

NOW, THEREOFRE, in consideration of the mutual promises as described herein, the Parties agree as follows:

1. AUTHORITY:

Each Party is imbued with the following authority to enter into, and perform under, this MOA:

a. COUNTY: Under the County of Kaua'i Charter § 7.05, the Mayor of the COUNTY is authorized to exercise direct supervision over all COUNTY administrative departments. Under the County of Kaua'i Charter § 31.03, the Director of Parks and Recreation is authorized to operate, maintain and beautify parks and recreational facilities of the COUNTY. The Mayor, or a designated representative of the COUNTY, shall

Exhibit F

represent and act for the COUNTY in administering the terms and conditions of this MOA.

b. STATE: Under HRS § 26-15 and § 171-6, the Board of Land and Natural Resources shall manage and administer the public lands of the STATE and may delegate authority to the Chairperson of the Board of Land and Natural Resources (“Chairperson”) to effectuate this duty. The Chairperson or her designated representative shall represent and act for the STATE in administering the terms and conditions of this MOA.

2. TERM OF AGREEMENT:

This MOA is effective upon recordation at the State of Hawai'i Bureau of Conveyances of the Deed of Conveyance of the Park parcels from COUNTY to STATE and shall remain effective for One (1) Year, unless terminated or modified in accordance with the terms herein. Parties may exercise by written Amendment an option to extend this MOA for an additional One (1) Year. This extension is available to STATE upon its demonstration to COUNTY's satisfaction that STATE has made a reasonable effort to recruit and employ qualified STATE personnel to replace COUNTY personnel but was unsuccessful in this effort.

3. SCOPE OF SERVICES AND DUTIES

Park Maintenance and Beautification personnel will maintain Park facilities, restrooms, fixtures and grounds, in accordance with established duties historically performed by the COUNTY Department of Parks and Recreation (“Services”). Duties include but are not limited to those outlined in Exhibit A, attached hereto. Any modification to duties shall be by written Amendment between the Parties. The labor cost for these Services, including salary, travel, and fringe benefits, will not be reimbursed from STATE to COUNTY.

4. EMPLOYMENT STATUS OF PARKS AND RECREATION PERSONNEL

All COUNTY Park Maintenance and Beautification Personnel who provide Services at the Park will remain COUNTY employees or civil servants, subject to COUNTY employment qualifications, requirements, benefits, duties and disciplinary action, and will operate under COUNTY's exclusive control.

5. CAMPING

STATE will administer and manage any overnight camping program which it elects to continue at the Park.

6. POINTS OF CONTACT

Contacts for all communications regarding this MOA shall be via email or regular first-class mail to the following persons:

Patrick T. Porter, Director  
Department of Parks and Recreation  
COUNTY OF KAUA'I  
4444 Rice Street, Suite 105  
Līhu'e, Hawai'i 96766  
(808) 241-4460  
parks@kauai.gov

Alan B. Carpenter, Acting Administrator  
Department of Land and Natural  
Resources  
STATE OF HAWAII  
1151 Punchbowl Street, Room 310  
Honolulu, Hawai'i 96813  
(808) 587-0286  
Alan.b.carpenter@hawaii.gov

7. MODIFICATION

Parties may modify this MOA by mutual written Amendment.

8. TERMINATION

Either Party may terminate this MOA upon thirty (30) days' written notice of intent to terminate.

9. DISPUTE RESOLUTION

Parties shall make reasonable efforts to informally resolve any dispute under this MOA within thirty (30) days of an initial email or letter between Points of Contact, describing the alleged dispute, and to reduce the resolution of the dispute to a writing signed by Points of Contact or their designees. Disputes which are not resolved in this manner will be elevated to the Office of the Mayor and the Office of the Chairperson for an informal resolution within thirty (30) days of a written request to elevate. Any further unresolved dispute shall be resolved by binding decision of a Certified Professional Mediator to be selected by the Chairperson from a list of three suggested names submitted by each Point of Contact. While any dispute is pending resolution, STATE and COUNTY shall continue to diligently perform under all terms of this MOA.

10. DEFENSE AND INDEMNITY

STATE agrees to defend and indemnify COUNTY and COUNTY'S employees, STATE agrees to defend and indemnify COUNTY, its appointees, employees, officers, agents and assigns, against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses including but not limited to reasonable attorneys' fees and costs, actually or allegedly, directly or indirectly, arising out of or related to the Services, in each case, whether or not caused in whole or in part

by the COUNTY or COUNTY employee's negligence, and whether or not the relevant claim or suit has merit.

11. INSURANCE

The Parties agree to maintain all applicable insurance coverage for the term of this MOA. STATE's insurance policies will be endorsed as primary and any insurance or self-insurance program maintained by the COUNTY shall be non-contributory.

12. CHOICE OF LAW AND VENUE

This MOA shall be governed by, and construed in accordance with, the laws of the State of Hawai'i. Any legal suit arising under or relating to this MOA shall be brought in the Fifth Circuit Court of the State of Hawai'i.

13. MERGER

This MOA contains the final, complete and exclusive statement of the duties, obligations, benefits and requirements between the parties with respect to the services contemplated herein. All prior or contemporaneous written or oral agreements with respect to the subject matter hereof are merged herein.

14. SEVERABILITY

If any provision of this MOA shall be held or made invalid by a court decision, statute or rule, or shall be otherwise rendered invalid, the remainder of this MOA shall not be affected thereby.

ACKNOWLEDGED  
COUNTY OF KAUA'I

ACKNOWLEDGED  
STATE OF HAWAI'I

By: \_\_\_\_\_  
DEREK S.K. KAWAKAMI, County of  
Kaua'i Mayor  
Date:

By: \_\_\_\_\_  
ALAN B. CARPENTER, Acting  
Chairperson  
Board of Land and Natural Resources  
Date:

ACKNOWLEDGED  
COUNTY OF KAUAI

By: \_\_\_\_\_

Patrick T. Porter, Director  
Department of Parks and  
Recreation Date:

APPROVED AS TO FORM AND LEGALITY:

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy County Attorney  
Office of the County Attorney  
Date:

\_\_\_\_\_  
Deputy Attorney General  
Office of the Attorney General  
Date:

# DEPARTMENT OF PARKS & RECREATION

PATRICK T. PORTER, DIRECTOR  
PRESTON CHONG, DEPUTY DIRECTOR



DEREK S.K. KAWAKAMI, MAYOR  
REIKO MATSUYAMA, MANAGING DIRECTOR

February 10, 2026

Via Email: [alan.b.carpenter@hawaii.gov](mailto:alan.b.carpenter@hawaii.gov)

Alan B. Carpenter, Acting Administrator  
State of Hawai'i, Department of Land and Natural Resources  
Division of State Parks  
1151 Punchbowl Street, Room 310,  
Honolulu, HI 96813

Aloha Mr. Carpenter:

I am the Director of the Kaua'i County Department of Parks and Recreation. I have direct familiarity with County operations at Hā'ena Beach Park and the Maniniholo Cave cultural site. Since 1925, County has been the single, continual owner of these parcels.

To my knowledge, there is no environmental contamination present at these sites, nor is there any known hazardous material present. Further, there are no known reports of burial sites. Finally, there are no known incident reports of injury or death caused by rockfall in connection with these sites.

Mahalo,

A handwritten signature in black ink, appearing to read "Patrick Porter".

Patrick Porter  
Department of Parks and Recreation, Director

## KAUAI LWCF GRANTS

Project #	Island	Project Title	Type*	Year Completed	Grant Amount
15-0001	Kauai	Kapa'a Beach Park	D	1968	\$20,518.48
15-0003	Kauai	Salt Pond Beach Park	D	1968	\$7,601.47
15-0004	Kauai	Kekaha Beach Park	D	1968	\$13,255.72
15-0012	Kauai	Wailua Beach Park	D	1970	\$168,688.42
15-0013	Kauai	Wailua River State Park	A	1971	\$15,402.00
15-0021	Kauai	Po'ipu Beach Park	D	1972	\$13,431.60
15-0027	Kauai	Kalihikai Beach Park	A	1972	\$44,431.71
15-0032	Kauai	Hanamaulu Beach Park	D	1972	\$61,892.00
15-0051	Kauai	Lucy Wright Park	D	1973	\$28,190.76
15-0061	Kauai	Hä'ena State Park	A	1976	\$1,301,898.00
15-0062	Kauai	Hanalei Beach Park	A	1973	\$210,600.00
15-0070	Kauai	Anini Beach Park	D	1977	\$75,645.04
15-0072	Kauai	Puhi Park	D	1976	\$99,768.00
15-0073	Kauai	Kalawai Park	A	1975	\$118,614.54
15-0075	Kauai	Kapa'a Ball Park	D	1977	\$271,604.19
15-0076	Kauai	Po'ipu Beach Park	A	1975	\$34,996.00
15-0085	Kauai	Nawiliwili Ramp	D	1979	16053.47
15-0092	Kauai	Kilauea Park	D	1981	\$51,129.78
15-0093	Kauai	Hanamaulu Park	D	1981	\$65,985.81
15-0098	Kauai	Nawiliwili Boat Harbor	D	1981	\$91,399.97
15-0101	Kauai	Kalawai Park - Phase II	D	1984	\$223,503.47
15-0103	Kauai	Wailua Homestead Park	D	1984	\$325,834.12
15-0119	Kauai	Hanapepe Tennis Court	D	1986	\$41,600.00
15-0120	Kauai	Kapa'a Swim Pool	R	1989	\$145,600.00
15-0121	Kauai	Kekaha Garden - Phase I	D	1989	\$48,620.00
15-0131	Kauai	Polihale State Park	R	1993	\$171,340.00
15-0147	Kauai	Vidinha Stadium	R	2007	\$430,000.00
15-0151	Kauai	Hanapepe Heights & Cliff	D	2011	\$37,543.40
15-0154	Kauai	Kekaha Garden - Phase II	D	CANCEL	
15-0161	Kauai	Wailua River SP (Kaumualii)	D	2013	\$150,000.00
15-0174	Kauai	Ball Court Renovation (partial w/dra	R	2020	\$46,000.00
15-0180	Kauai	Russian Fort Elizabeth SHP	R & D		\$500,000.00

A = Acquisition  
D = Development  
R = Renovation

Updated 12/2023

Exhibit H

## KAUAI LWCF GRANTS

Project #	Island	Project Title	Type*	Year Completed	Grant Amount
15-0182	Kauai	Kapaa Swimming Pool	R		\$576,437.50
15-0183	Kauai	Puhi Park	R		\$375,000.00
15-0184	Kauai	Baptiste Sports Complex	R		\$375,000.00
15-0186	Kauai	Wailua Homesteads Park	R		\$300,000.00
15-0186	Kauai	Wailua Houselots Park	R		\$325,000.00
15-0189	Kauai	Hanapepe Stadium	D		\$1,000,000.00
SUBTOTAL	Kauai				\$7,782,585.45

A = Acquisition  
D = Development  
R = Renovation

Updated 12/2023

Exhibit H



# FACILITY SALES RECEIPT

Receipt # **369979**  
 Payment Date: 01/29/26  
 Household: 81857

Permit Office  
 4444 Rice Street  
 Moikeha Bldg. Suite 150  
 Lihue HI 96766  
 Phone: (808)241-4463

Coconut Da Kine  
 P.O. Box 2268  
 Kapaa HI 96746  
 davidkaamoana@gmail.com

## Reservation Details: Haena Beach Park, Haena Food Truck 1

Address:	HI-560, Kapaa, HI, 96746	<u>New Fees</u>	<u>Total Fees</u>	<u>New Paid</u>	<u>Total Paid</u>	<u>Amount Due</u>
Reserv. Contact:	<b>Coconut Da Kine</b>	100.00	100.00	0.00	0.00	100.00
Phone Number:	<b>(540)577-3460</b>					
Reserv. Number:	96663					
Status:	Firm					
Purpose:	COCONUT DA KINE HAENA #1 FOOD TRUCK FEBRUARY 2026 COK PERMIT					
Anticipated Count:	1					

Date(s): Sun @ 8:00am - 4:00pm: 2/1, 2/8, 2/15, 2/22  
 Mon @ 8:00am - 4:00pm: 2/2, 2/9, 2/16, 2/23  
 Tue @ 8:00am - 4:00pm: 2/3, 2/10, 2/17, 2/24  
 Wed @ 8:00am - 4:00pm: 2/4, 2/11, 2/18, 2/25  
 Thu @ 8:00am - 4:00pm: 2/5, 2/12, 2/19, 2/26  
 Fri @ 8:00am - 4:00pm: 2/6, 2/13, 2/20, 2/27  
 Sat @ 8:00am - 4:00pm: 2/7, 2/14, 2/21, 2/28

Facility Comments: This permit is valid only for the hours specified and will be forfeited if permittee is not present at the start time. Permittee is required to restore the facility to its original condition or better, which includes the removal of all trash. Failure to comply may result in forfeiture of the deposit. \_\_\_\_ Initials

Special Questions: Event Type: Type VI  
 Maintenance Comment Code:  
 Reservation Comment Code:

Reservee: Coconut Da Kine Reservation No: 96663  
 P.O. Box 2268  
 Kapaa, HI 96746  
 No Phone # Listed

### Waiver of Claim and Indemnity Agreement

For and in consideration of the County's providing the use of the above-mentioned building, facility, or grounds, I, the undersigned, individually, jointly and in any representative or legal capacity, on behalf of my respective self, heirs, executors and/or administrators, do hereby waive, release, discharge and agree to hold harmless and indemnify the COUNTY OF KAUAI, its officers, employees and agents, individually and in their official capacity, from all liability or loss of any claim for death, injury, or damage to property resulting directly or indirectly from the undersigned Applicant's use of the County building, facility or grounds. I further avow that my aforesaid waiver, release, discharge and agreement shall be applicable to any guest or participant in any program or event conducted or held by the Applicant at the above-described building, facility, or grounds.

\_\_\_\_\_  
 Print Name of Applicant

\_\_\_\_\_  
 Signature of Applicant

# FACILITY SALES RECEIPT

**Receipt #** 369979  
**Payment Date:** 01/29/2026  
**Household:** 81857

Processed on 01/29/26 @ 10:46am by LO

Total New Fees	100.00
Discount Applied	0.00
<b>Total Due</b>	<b>100.00</b>
Total Fees Paid	0.00
<b>Total Paid</b>	<b>0.00</b>
Balance From Receipt	100.00

## Household Balance Information

Facility Reservations Balance Due	100.00
<b>Overall Household Balance Due</b>	<b>100.00</b>

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date



**FACILITY SALES RECEIPT**

Receipt # 369977  
Payment Date: 01/29/26  
Household: 81853

Permit Office  
4444 Rice Street  
Moikeha Bldg. Suite 150  
Lihue HI 96766  
Phone: (808)241-4463

Sukhothai Corp Mr. Wagon  
329 Kane Pl  
Kapaa HI 96746  
pholphak-k@hotmail.com

**Reservation Details: Haena Beach Park, Haena Food Truck 2**

Address: HI-560, Kapaa, HI, 96746  
Reserv. Contact: **Sukhothai Corp Mr. Wagon**  
Phone Number: **(808)645-1896**  
Reserv. Number: 96662  
Status: Firm  
Purpose: SUKHOTHAI HAENA #2 FOOD TRUCK FEBRUARY 2026 COK PERMIT  
Anticipated Count: 1

<u>New Fees</u>	<u>Total Fees</u>	<u>New Paid</u>	<u>Total Paid</u>	<u>Amount Due</u>
100.00	100.00	100.00	100.00	0.00

Date(s): Sun @ 8:00am - 4:00pm: 2/1, 2/8, 2/15, 2/22  
Mon @ 8:00am - 4:00pm: 2/2, 2/9, 2/16, 2/23  
Tue @ 8:00am - 4:00pm: 2/3, 2/10, 2/17, 2/24  
Wed @ 8:00am - 4:00pm: 2/4, 2/11, 2/18, 2/25  
Thu @ 8:00am - 4:00pm: 2/5, 2/12, 2/19, 2/26  
Fri @ 8:00am - 4:00pm: 2/6, 2/13, 2/20, 2/27  
Sat @ 8:00am - 4:00pm: 2/7, 2/14, 2/21, 2/28

Facility Comments: This permit is valid only for the hours specified and will be forfeited if permittee is not present at the start time. Permittee is required to restore the facility to its original condition or better, which includes the removal of all trash. Failure to comply may result in forfeiture of the deposit. \_\_\_\_ Initials

Special Questions: Event Type: Type VI  
Maintenance Comment Code:  
Reservation Comment Code:

Reservee: Sukhothai Corp Mr. Wagon Reservation No: 96662  
329 Kane Pl  
Kapaa, HI 96746  
No Phone # Listed

**Waiver of Claim and Indemnity Agreement**

For and in consideration of the County's providing the use of the above-mentioned building, facility, or grounds, I, the undersigned, individually, jointly and in any representative or legal capacity, on behalf of my respective self, heirs, executors and/or administrators, do hereby waive, release, discharge and agree to hold harmless and indemnify the COUNTY OF KAUAI, its officers, employees and agents, individually and in their official capacity, from all liability or loss of any claim for death, injury, or damage to property resulting directly or indirectly from the undersigned Applicant's use of the County building, facility or grounds. I further avow that my aforesaid waiver, release, discharge and agreement shall be applicable to any guest or participant in any program or event conducted or held by the Applicant at the above-described building, facility, or grounds.

Print Name of Applicant \_\_\_\_\_

Signature of Applicant \_\_\_\_\_

**FACILITY SALES RECEIPT**

**Receipt #** 369977  
**Payment Date:** 01/29/2026  
**Household:** 81853

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Processed on 01/29/26 @ 10:39am by LO

Total New Fees	100.00
Discount Applied	0.00
<b>Total Due</b>	<b>100.00</b>
<hr/>	
Total Fees Paid	100.00
<b>Total Paid</b>	<b>100.00</b>

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**Household Balance Information**

Overall Household Balance Due 0.00

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Payment of: 100.00 Made By: Cash With Reference:

Recordation requested by:

County of Kauai

After recordation, return to:

Clark, County of Kauai  
Box 111  
Niihau, Hawaii 96766

Return by Mail  Pickup

68-- 5630,  
dc

STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECEIVED FOR RECORD  
SER 5961 PAGE 45

FEB 12 1968 P.H. 3:19

*William A. Adams*  
INDEXED REGISTERED

COMMISSIONERS' DEED

KNOW ALL MEN BY THESE PRESENTS:

That HENRY C. WEDEMEYER, YELSO YAMAURA and NICHOLAS A. AKANA, Commissioners appointed in Civil No. 30 in the Fifth Circuit Court of Hawaii to partition the lands of Haena Hui, also known as the "Hui Kuai Aina o Haena," being the Ahupuaa of Haena, also known as Royal Patent 3596, Land Commission Award 10613, Apana 6 to Abner Paki, pursuant to the powers granted to them by said Court and in accordance with the Final Order in Partition entered on October 20<sup>th</sup>, 1967, do hereby grant and convey unto COUNTY OF KAUAI, a political subdivision of the State of Hawaii, its successors and assigns:

All those certain parcels of land (Lot 43, Lot 44, Lot 48 (with an easement as to Road F-1), Lot 121, Lot 125, Lot 126, Lot 127 (subject to Easement Q-1), Lot 130, Lot 131, Lot 132, Lot 133 (subject to easement), Road L, Road A-1, Road D-1, Road E, Pathway S and Pathway T, of the Haena Hui Partition) situate at Haena, Halealea, Island and County of Kauai, State of Hawaii, being more fully described in "Exhibit A" attached hereto.

SUBJECT, as to said Lots 44, 130 and 131 to the condition that no concessions or commercial activities shall be permitted thereon, said condition being enforceable by the owner of any lot created by the partition of said Hui Lands.

TO HAVE AND TO HOLD the same with all the improvements thereon and the rights, easements, privileges

STATE OF HAWAII  
CONVEYANCE TAX...  
\$ 00.00  
NOV 1967

9921226  
APR 1968

and appurtenances thereunto belonging, unto the Grantee,  
its successors and assigns, forever.

IN WITNESS WHEREOF, said Commissioners have  
hereunto set their hands and seals this 17<sup>th</sup> day of  
November 1967.

Henry C. Wedemeyer  
Henry C. Wedemeyer

Yeiso Yamaura  
Yeiso Yamaura

Nicholas A. Akana

APPROVED AS TO FORM:

John O. Obit  
COUNTY ATTORNEY  
COUNTY OF KAUAI

STATE OF HAWAII )  
COUNTY OF KAUAI ) SS:

On this 17<sup>th</sup> day of November, 1967  
before me personally appeared HENRY C. WEDEMEYER, YEISO  
YAMAURA and NICHOLAS A. AKANA, to me known to be the  
persons described in and who executed the foregoing  
instrument as Commissioners appointed in Civil No. 30 in  
the Fifth Circuit Court of Hawaii and severally  
acknowledged to me that they executed the same as their  
free act and deed as such Commissioners.

John O. Obit  
Notary Public, Fifth Judicial  
Circuit, State of Hawaii  
My commission expires: 8-25-'70.



3.	320° 55'	174.10 feet;
4.	308° 42' 30"	100.30 feet;
5.	280° 03'	143.80 feet;
6.	285° 48'	142.00 feet;
7.	271° 10' 30"	149.50 feet;
8.	237° 03'	84.98 feet;

thence following up the middle of Manoa Stream, along remainder of the Ahupuaa of Haena (Lot 42) for the next five (5) courses, the direct azimuths and distances between points in middle of said stream being:

9.	329° 13'	88.35 feet;
10.	335° 50'	87.50 feet;
11.	329° 35'	77.20 feet;
12.	352° 29' 30"	92.90 feet;
13.	319° 58'	87.83 feet to the Northerly side of Road "A";

thence along the Northerly side of Road "A," on a curve to the right with a radius of 230.00 feet, the chord azimuth and distance being:

14.	80° 08' 30"	201.11 feet;
15.	106° 04'	345.94 feet along the Northerly side of Road "A";

E-43a

**R. M. TOWILL CORPORATION**  
CIVIL ENGINEERS • SURVEYORS  
 333 MERCHANT ST. • HONOLULU, HAWAII 96813

Exhibit K

thence along the Northerly side of Road "A," on a curve to the right with a radius of 255.00 feet, the chord azimuth and distance being:

16. 121° 17' 133.86 feet;  
 17. 136° 30' 115.02 feet along the Northerly side of Road "A";

thence along the Northerly side of Road "A," on a curve to the right with a radius of 160.00 feet, the chord azimuth and distance being:

18. 147° 39' 61.88 feet;  
 19. 158° 48' 69.07 feet along the Northerly side of Road "A";

thence along the Northerly side of Road "A," on a curve to the left with a radius of 315.00 feet, the chord azimuth and distance being:

20. 152° 09' 72.96 feet;  
 21. 145° 30' 157.58 feet along the Northerly side of Road "A";

thence along the Northerly side of Road "A," on a curve to the left with a radius of 185.00 feet, the chord azimuth and distance being:

22. 133° 53' 41" 74.43 feet to the point of beginning and containing an area of 239,487 square feet.

E-43b

HAENA HUI

LOT 44 (MANINIHOLO DRY CAVE)

COUNTY OF KAUAI - AWARDÉE

LAND SITUATED ON THE SOUTHERLY SIDE OF ROAD "A"

AT HAENA, HALELEA, KAUAI, HAWAII

Being a Portion of the Ahupuaa of Haena,

Royal Patent 3596, Land Commission Award 10,613, Apana 6 to Abner Paki

Beginning at the Northwest corner of this parcel of land, on the Southerly side of Road "A," being also the Northeast corner of Lot 151, the coordinates of which referred to Government Survey Triangulation Station "NIHA 2" being 1,311.81 feet South and 6,744.52 feet West, and running by azimuths measured clockwise from true South:

1. 286° 04'                      110.00 feet along the Southerly side of Road "A";

thence along the Southerly side of Road "A," on a curve to the left with a radius of 270.00 feet, the chord azimuth and distance being:

2. 258° 05' 20"                253.33 feet to the middle of Manoa Stream;

E-44

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thence following up the middle of Manoa Stream, along remainder of the Ahupuaa of Haena (Lot 45) for the next two (2) courses, the direct azimuths and distances between points in middle of said stream being:

- |    |          |  |
|----|----------|--|
| 3. | 306° 43' | 39.84 feet;  |
| 4. | 316° 42' | 98.33 feet; thence   |
| 5. | 64° 43'  | 141.33 feet along remainder of the Ahupuaa of Haena (Lots 47 and 71);  |
| 6. | 347° 56' | 201.09 feet along remainder of the Ahupuaa of Haena (Lot 71);  |
| 7. | 77° 56'  | 290.00 feet along remainder of the Ahupuaa of Haena (Lot 71);  |
| 8. | 167° 56' | 400.00 feet along remainder of the Ahupuaa of Haena (Lot 151) to the point of beginning and containing an area of 111,882 square feet. |

E-44a

**R. M. TOWILL CORPORATION**  
INCORPORATED IN HAWAII

111 MERCANT ST. • HONOLULU, HAWAII 96813

- The narrow roadway requires going in opposite directions hug their respective shoulder as pass each other. This puts vehicles in the inbound lane of traffic in very close proximity to the near vertical cut face on the Hanalei-side of the hairpin turn.



**Insert 67: Scaled Slope Face with Loose Root-laden Soils along Slope Brow (left) and Some Fracture Sets Needing Regular Scaling Maintenance - Highway MP 6.89 to 6.95**



**Insert 68: Heavily Vegetated Slope Near Kuhio Highway MP 6.89**

### 2.3.16 KUHIO HIGHWAY MP 8.78 TO 8.89

#### Observed Slope Conditions:

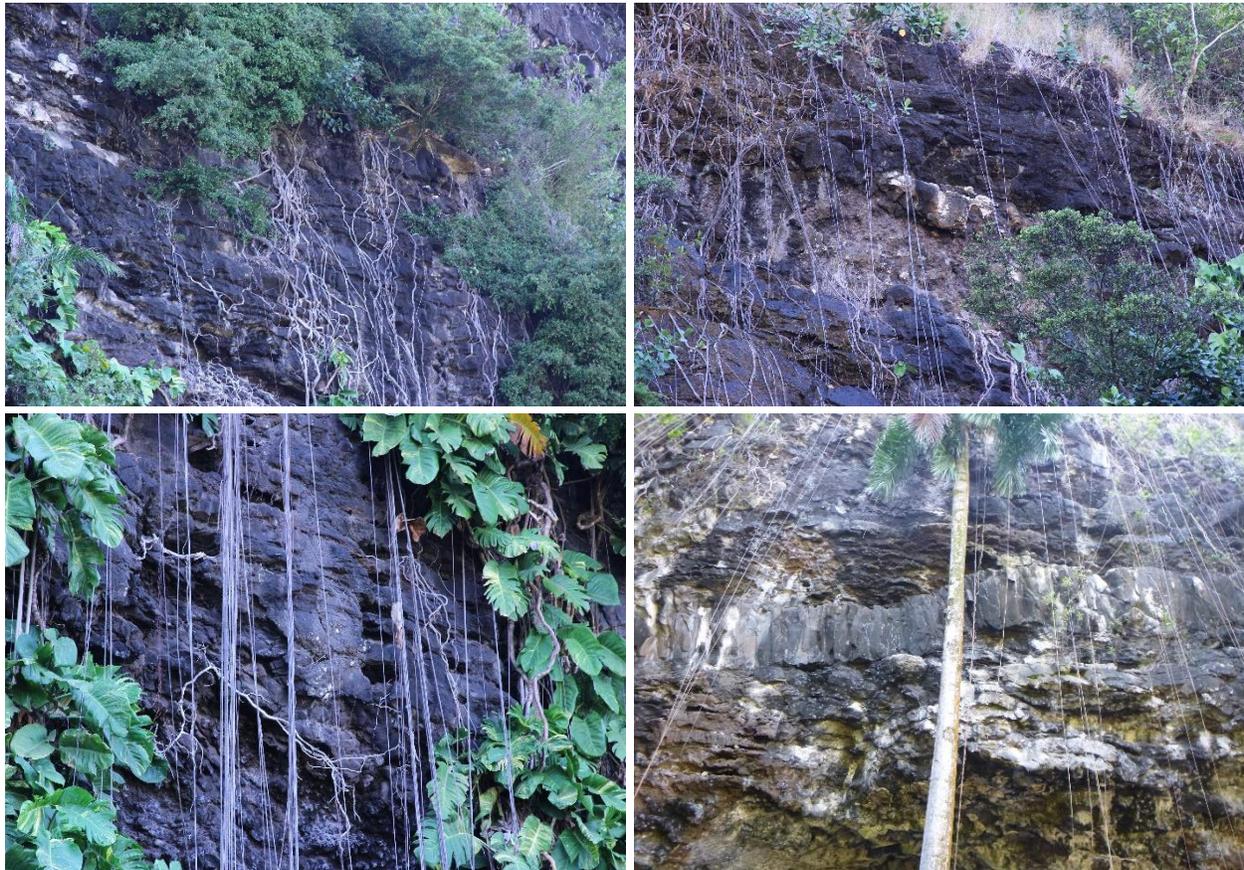
- Approximate Height of Near Vertical Pali Bluff (feet):  $\pm 200$
- Approximate Overall Slope Height (feet): 400+ (slope continues up along the Pohakukane ridge)
- Approximate Gradient of Natural Slope Above Near Vertical Pali Buff: not known

- Vegetation Conditions: Small diameter trees and brush growing on vertical Pali face with root system draped along the face in areas.
- Shoulder Width (feet): ±5 to 10
- Annual Average Daily Traffic (vehicles): 0 to 5,000
- Posted Speed Limit: 10 mph
- Rock Mass Site Surface Condition: Very Blocky to Blocky/disturbed (opened cracks)/seaming, with disintegrated beds of ash, cinders, and clinker., Fair to poor rock mass qualities
- Other Features: A small midslope bench is located along portions of the Pali bluff that can act as a ski jump feature causing rockfall to traject away from the slope. The travel lane is used by vehicles entering and exiting the Haena State Beach Park and many pedestrian beachgoers and visitors accessing the dry cave which is located at the Hanalei-end of this study site. During peak park hours, cars are frequently stopped or parked in the travel lane waiting for parking or maneuvering around pedestrians. Several rockfall bomb scars are located on the asphalt pavement driving lane where large rockfalls have damaged the pavement.





**Insert 69: Slope Conditions During Roadway Visit on Kuhio Highway MP 8.78 to 8.89**



**Insert 70: Very Blocky to Blocky/disturbed (opened cracks)/Seaming Basalt Rock Face -  
Kuhio Highway MP 8.82 to 8.89**

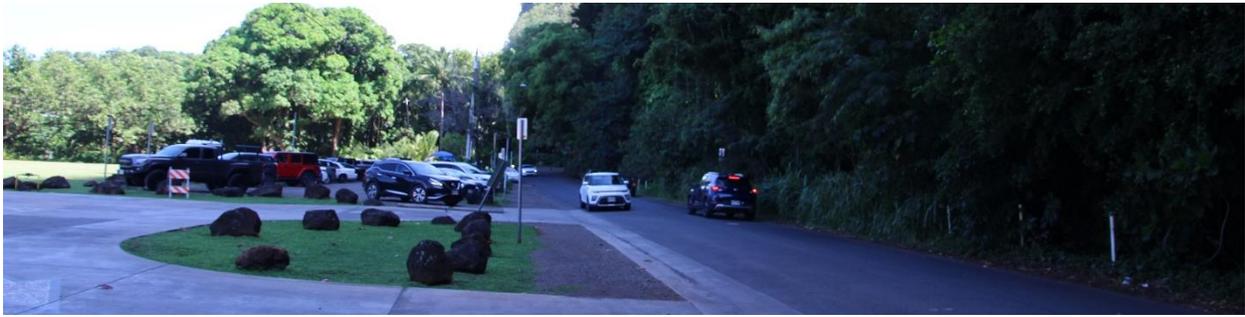
Historical Rockfall Incidents:

- October 2018: Scaling and tree removal performed (believed to have been performed by upslope landowner).
- Six rockfall craters are observed along the pavement (See Insert 71). A local commercial vendor who has worked at the park for several years informs that the many or most of the numerous boulders placed in the grassy medians are fallen boulders that came from the Pali bluff. See Insert 72. This person also mentioned that a tourist was killed several years ago when a rock landed on them in their convertible car. We were not able to confirm this reported fatality based on a google search.
- Late September 2023: Large boulder fell during windy weather. Park goers assisted with moving boulder out of the travel lane. See Insert 73.



**Insert 71: Rockfall Craters Kuhio Highway MP 8.78 to 8.89**





**Insert 72: Purported Fallen Rocks Placed Along Median - Kuhio Highway MP 8.78 to 8.89**



**Insert 73: September 2023 Rockfall Incident Kuhio Highway MP 8.78 to 8.89**

### Observed Rockfall Hazards:

- Fractured interbedded basalt lava flows combined with root jacking caused by extensive vegetation established on the Pali buff create potential rockfall sources. Several rockfall scars are exposed on the slope face (see Insert 74).
- The near vertical Pali bluff is very tall (up to  $\pm 200$  feet) with small benches located on the slope that can act as ski-jumps to trajectory falling rocks out onto the roadway. Eyewitness observations and several rockfall craters seen on the roadway document the hazard that falling rocks pose to the public traversing along the roadway.

- The beach park and dry cave tourist attractions in vicinity of this site results in vehicular and pedestrian traffic on the roadway often moving at slow speeds during peak park use hours. This creates an increased risk to the public.





**Insert 74: Rockfall Scars on Pali Bluff - MP 8.78 to 8.89**

Mitigation Priority	Highway Number / Name	Approximate Extents (MP to MP)	Geotechnical Concerns and Probable Mitigation
			tensile steel nets, barrier or attenuator system may needed for uphill areas.
Critical	560 Kuhio Hwy	6.86 to 7.15	Recent scaling has addressed majority of the near-term rockfall concerns on the Hanalei side of the hairpin turn. Some localized scaling and removal of resting boulders needed to address near term rockfall hazards on Hanalei-side. Longer-term slope mitigation such as anchored wire mesh is needed. Steepen slopes on the Haena-side include slide scarps indicating they are marginally stable. Flatten cut slope to a more stable grade with suitable erosion protection or stabilize and protect with anchored high tensile steel nettings with soil nails/rock bolts and erosion control fabric. Shoreline retreat appears to be undermining the roadway on Hanalei-side. It appears that a slope failure on the shoreline side may cause the roadway to collapse into the ocean.
Critical	560 Kuhio Hwy	8.78 to 8.89	Many past rockfalls falling from the near vertical ±200-foot-tall pali bluff have landed on the roadway with enough velocity leaving numerous rockfall craters on the roadway. Park visitors tend to park and stay in the rockfall zones for long periods of time. The presence of blocky fractured rocks with disintegrating zones on cliff face combined with established vegetation and root jacking create the potential for frequent rockfalls to occur. Lack of information on the conditions of uphill hillslope but it appears that surface runoff may be directed over the slope that can exacerbate rockfall. Prioritize a detailed site survey, examination of the slope and rockfall analyses to provide data for design/evaluation

Mitigation Priority	Highway Number / Name	Approximate Extents (MP to MP)	Geotechnical Concerns and Probable Mitigation
			<p>of mitigative actions which may include but not limited to rockfall catchment ditch, draped netting, barriers, rockfall shelter and relocating the roadway away from the rockfall zone. Relocate the road away from the vertical cliff as soon as practicable to provide a setback to keep public away from the rockfall impact zone. Install warning signs and possibly fence off rockfall impact hazard areas.</p>
Critical	560 Kuhio Hwy	24.87 to 24.9 (Right)	<p>Highly fractured basalt rock with established trees. Several cobble to boulder sized fractured rocks have open fractures being dislodged by roots. Root jacking can trigger rockfalls at any time. Emergency scaling is warranted. Draped netting or anchored high tensile steel nets are likely needed as longer-term mitigation measures.</p>
High	560 Kuhio Hwy	0.66 to 1.17	<p>Portions of the between 0.66 to 0.87 and 1.07 to 1.17 are unprotected with near vertical slope cuts and tall natural slopes above with minimal shoulder separation. Site has experienced numerous slope failures or instabilities requiring stabilization and underpinning at various locations. There is no known geotechnical investigation information to document the slope stability and factors of safety for the various stabilization and underpinning work that has been performed. On-going stabilization work reduces the priority level from critical to high.</p>
High	560 Kuhio Hwy	4.97 to 5.26	<p>Experienced numerous slides and rockfalls. The primarily extremely to highly weathered lavas are susceptible to continuing chemical decomposition and erosion by stormwater. Potential for large slide slides which may also</p>



The Hui Maka'āinana o Makana invites you to attend an informational meeting on the proposed transfer of the Hā'ena Beach Park (Maninihola) from the County of Kaua'i to the State of Hawaii Department of Land and Natural Resources & State Parks for management



**When – Thursday, November 20th, 2025 from 4:00PM to 6:30PM (this week!)**

**Where – Waipā Foundation, Keanolani Hale (classroom / multi-purpose bldg)**

**What – We, the community, have requested more information and time to discuss the proposed park transfer. So, we are convening this meeting to bring the appropriate representatives from the County of Kaua'i, State Parks, and community organizations like ours to be in discussion with interested community members. The meeting will include a short presentation from agency and organization representatives, then a community question-and-answer session to allow attendees to share input and ask questions.**

**Community members are encouraged to attend, learn more, and participate in the discussion. For more information, please email us: [info@huimakaainanaomakana.org](mailto:info@huimakaainanaomakana.org)**

COUNTY COUNCIL

COUNTY OF KAUA'I

**Resolution** No. 2025-42

**RESOLUTION AUTHORIZING THE CONVEYANCE OF TWO PARCELS OF  
COUNTY LAND TO THE STATE OF HAWAII DEPARTMENT OF LAND  
AND NATURAL RESOURCES**

---

WHEREAS, the County of Kaua'i and the State of Hawai'i wish to conduct a transaction to convey ownership from County to State, of Hā'ena Beach Park and the Maniniholo Cave; and

WHEREAS, the County holds title to Hā'ena Beach Park and Maniniholo Cave pursuant to a 1967 Partition Commissioners' Deed; and

WHEREAS, under the State of Hawai'i Revised Statutes (HRS) Section 46-65 (Parks in the charge of council), all public parks and public recreation grounds are placed in the charge of the council of the county in which the same may be located, to be maintained, managed, and controlled by them. For Kaua'i County, management is delegated to the Department of Parks and Recreation; and

WHEREAS, under HRS Section 184-2(2), the State Department of Land and Natural Resources (DLNR) may designate and bring under its control and management, as parts of the State park system, parks and parkways, including County parks which may be acquired for the State park system by consent of the Council of the county, if the Council and DLNR agree that the park is of such interest and importance to the people of the whole State as to make such action appropriate; and

WHEREAS, in accordance with the Kaua'i County Charter Section 10.04(K), the Director of Finance is authorized to dispose of any County real property as the interest of the County may require; and

WHEREAS, implementation of the Hā'ena State Park Master Plan guided by the Hui Maka'āinana o Makana, which includes daily visitor limits through a reservation system, shuttle operation by The Hanalei Initiative for out of state visitors, and no-cost vehicle and pedestrian entry for Hawai'i residents, has resulted in better access for Hawai'i residents, an improved visitor experience, and has prioritized the preservation of natural and cultural resources; and

WHEREAS, unintended consequences have fallen on the County's Hā'ena Beach Park and the Maniniholo Cave located only one mile from Hā'ena State Park with visitors over utilizing the limited parking stalls, illegal parking, vehicles

blocking the highway to queue for the next available parking stall, and prevention of access for local fishermen, surfers, and other resident beachgoers; and

WHEREAS, given the close proximity of Hā'ena Beach Park and Maninihola Cave to Hā'ena State Park and the State's ability to incorporate comprehensive resource management of these parcels into its agreement with Hui Maka'āinana o Makana, it is in the County's best interest to transfer these parcels to the State for community management and improved resident access; and

WHEREAS, for several years, the State of Hawai'i has been in positive discussions with the County and is agreeable to taking ownership of the two parcels; and

WHEREAS, the resident Hanalei-to-Hā'ena community, the DLNR Division of State Parks, the County, and the Visitor Industry will work together on a Community Action Plan to develop a framework to enhance the experience for residents, visitors, and businesses between Hā'ena and Waipā; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE COUNTY OF KAUA'I, STATE OF HAWAII, that the Council authorizes and approves the conveyance of title to the Hā'ena Beach Park parcel, Tax Map Key No. (4) 5-9-005-019-0000 and the Maninihola Cave parcel, Tax Map Key No. (4) 5-9-005-017-0000, to the State of Hawai'i, Department of Land and Natural Resources. The Council further authorizes the Director of Finance to proceed with all necessary documents and procedures to complete the transaction.

BE IT FINALLY RESOLVED, that the County Clerk shall forward a copy of this Resolution to the Honorable Mayor Derek S.K. Kawakami, County of Kaua'i Finance Department, and State Department of Land & Natural Resources.

Introduced by:



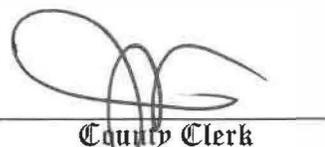
FERN HOLLAND  
(By Request)

V:\RESOLUTIONS\2024-2026 TERM\Resolution - Conveyance of Haena Beach Park\_lb (FH) CNT\_ss.docx

	Aye	Not	Excused	Refused
Bulosan	X			
Carbalho	X			
Cowden	X			
Holland	X			
Kaneshiro	X			
Kuali'i	X			
Rapozo	X			
<b>Total</b>	<b>7</b>	<b>0</b>	<b>0</b>	<b>0</b>

### Certificate Of Adoption

We hereby certify that Resolution No. 2025-42 was adopted by the Council of the County of Kaua'i, State of Hawai'i, Lihu'e, Kaua'i, Hawai'i, on November 26, 2025.



County Clerk



Chairman & Presiding Officer

Dated November 26, 2025



**STATE OF HAWAII | KA MOKU'ĀINA 'O HAWAI'I  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
KA 'OIHANA KUMUWAIWAI 'ĀINA**

P.O. BOX 621  
HONOLULU, HAWAII 96809

February 27, 2026

**EXHIBIT P - EXEMPTION NOTIFICATION**

Regarding the preparation of an environmental assessment pursuant to Chapter 343, HRS and Chapter 11-200.1, HAR.

**Project Title:** Transfer of Hā'ena Beach Park and Maninihola Dry Cave from the County of Kaua'i to the State of Hawai'i.

**Project Location:** Hā'ena Beach Park, Island of Kaua'i, Tax Map Key (TMK): (4) 5-9-005-019-0000; Maninihola Dry Cave, Island of Kaua'i, Tax Map Key (TMK): (4) 5-9-005-017-0000.

**Project Description:** Transfer of title to Hā'ena Beach Park and Maninihola Dry Cave from the County of Kaua'i to the State of Hawai'i to be managed by the Department of Land and Natural Resources as a state park. The transfer will convey approximately 8 acres of park land and ensure proper management and stewardship for public purposes. The parcels consist of conservation-zoned lands. The transfer will ease the congestion and overcrowding in Hā'ena, as well as create equal opportunities for public outdoor recreation for Kaua'i residents and visitors alike.

**Chapter 343 Trigger(s):** Use and entitlement to county lands.

**Exemption Class No.:** General Exemption Type 1; Part 1 Type 37, "Transfer of title to land."

**Cumulative impact of planned successive action in same Place significant?**

No. The proposed action is a stand-alone, one-time transfer of county lands that does not involve cumulative impacts from planned, successive actions of the same kind, in the same place, over time.

**Action may have significant impact on**

particularly sensitive environment?

No. While the project area comprises environmentally sensitive areas, as native ecosystems are present, there will be no impact because the transfer of title will not change the environment.

Analysis:

The transfer of title to Hā'ena Beach Park and Maninihola Dry Cave from the County of Kaua'i to the State of Hawai'i via quitclaim deeds will not have a significant effect on the environment. The Division believes the use of county lands, as part of the transfer of title, will probably have minimal or no significant negative effects on the environment. While ownership will change from the County of Kaua'i to the State of Hawai'i, the use of the parcels will not change.

Therefore, the proposed use is exempt from the preparation of an environmental assessment in accordance with HRS §§ 343-5, -6; HAR § 11-200-8; and General Exemption Type 1, Part 1, Item 37 on the Exemption List for the Department of Land and Natural Resources, reviewed and concurred on by the Environmental Council on November 10, 2020.

Consulted parties:

DLNR Land Division: No HRS Chapter 343 Exemption Needed;  
DLNR OCCL Division: Gave no comment.

Declaration:

The Board finds that this project will probably have minimal or no significant effect on the environment and declares that this project is exempt from the preparation of an environmental assessment.