

State of Hawai'i  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
Division of State Parks  
Honolulu, Hawai'i 96813

May 22, 2026

Board of Land and Natural Resources  
State of Hawai'i  
Honolulu, Hawai'i

Kaua'i

Mutual Cancellation of General Lease No. SP0136, Ruth Elizabeth Piccard, Lot 22, Kōke'e Camp Site Lots, Kōke'e State Park, Waimea (Kona), Kaua'i, Hawai'i, Tax Map Key: (4) 1-4-004:013

APPLICANT:

Ruth Elizabeth Piccard, Lessee, (Tenant in Severalty), whose address is 1747 Hulu Road, Kapaa, Hawai'i 96746.

LEGAL REFERENCE:

Section 171-61 and other applicable sections of Chapter 171, Hawai'i Revised Statutes ("HRS"), as amended.

LOCATION:

Lot 22, Kōke'e Camp Site Lots, Kōke'e State Park, Waimea (Kona), Kaua'i, Tax Map Key: (4) 1-4-004:013, as shown on the map attached as **EXHIBIT A**.

AREA:

0.51 acres, more or less.

ZONING:

State Land Use District: Conservation (Resource Subzone)  
County of Kaua'i: Open (OP)

TRUST LAND STATUS:

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

CURRENT USE STATUS:

Encumbered by Governor's Executive Order No. 1509 setting aside land for park purposes, to be under the control and management of the State of Hawai'i, Department of Land and Natural Resources, Division of State Parks.

Encumbered by General Lease No. SP0136, issued to Ruth Elizabeth Piccard as Tenant in Severalty for recreation-residence purposes.

CHARACTER OF USE:

Recreation-residence.

TERM OF GENERAL LEASE:

Twenty (20) years, commencing January 1, 2009, and expiring on December 31, 2028, as amended, with one rental reopening scheduled on the tenth year.

EFFECTIVE CANCELLATION DATE:

Upon BLNR's approval of the board submittal.

ANNUAL RENTAL:

Six thousand eight hundred and 00/100 dollars (\$6,800.00) per annum.

DCCA VERIFICATION:

Not applicable as Lessee is an individual not required to register with the DCCA.

PHASE I ENVIRONMENTAL SITE ASSESSMENT:

Pursuant to Section 53 of General Lease No. SP0136, Lessee is required to conduct a Phase 1 Environmental Site Assessment (ESA) and any required abatement to meet the Federal Environmental Protection Agency and the Department of Land and Natural Resources ("DLNR") standards before lease termination.

Staff notes that the demised premises have been utilized solely as a seasonal, non-commercial recreational residence, consistent with the permitted use under the lease, and there is no known history of hazardous material use, storage, or disposal on the property.

Staff recommends that the Board of Land and Natural Resources ("Board") waive the requirement for a Phase I ESA, as such assessment is not warranted under the circumstances and would impose additional costs without corresponding environmental benefit.

REMARKS:

On February 11, 2026, Lessee formally submitted a request for the voluntary surrender and cancellation of General Lease No. SP0136. Due to advanced age and the resulting inability to maintain the cabin, Lessee is compelled to relinquish the lease. Furthermore, Lessee confirmed that no immediate family members are willing to assume the lease obligations, making surrender necessary.

Originally entered into on January 6, 2009, with Barbara Putzier, General Lease No. SP0136 was assigned on May 21, 2014, to Barbara Clare Childers, Trustee of the Barbara Clare Childers Trust. The lease was subsequently assigned on June 2, 2015, to the current lessee, Ruth Elizabeth Piccard, unmarried, as Tenant in Severalty, both assignments having been approved by the Board of Land and Natural Resources ("Board").

While a third-party transfer was originally contemplated by current lessee, such transaction is now rendered impossible due to policy restriction implemented by DLNR, Division of State Parks ("DSP") on December 30, 2025, which limits assignment exclusively to immediate family members, defined as grandparents, parents, siblings, children, spouses, and reciprocal beneficiaries. This policy was deemed necessary to curb the proliferation of unauthorized transfers and profiteering through lease assignments. DSP takes the position that, as these recreation cabins are designated public trust resources, they must be held by the State for the public benefit and cannot be subject to private, fee-simple encumbrances.

A recent staff inspection confirms that the demised premises are in satisfactory condition, properly maintained, and in good repair. Furthermore, Lessee is fully compliant with all lease provisions, including but not limited to, timely payment of rent, property taxes, and utilities. Lessee has also adhered to all authorized occupancy limits, design standards and guidelines regarding cabin improvements, with evidence of required bond, fire and liability insurance on file.

All personal effects, equipment, and items of personal property have been completely removed from the demised premises. Possession and all keys have been formally surrendered to DSP. Lessee acknowledges and agrees that upon early termination of the lease, all existing or subsequently constructed improvements, structures, or fixtures on the premises remain or become the absolute property of DLNR, free and clear of all claims. Any right to compensation for said improvements is waived, saving and excepting only applicable prorated rent.

Lessee has not had a lease, permit, easement or other disposition of State lands terminated within the last five years due to non-compliance with such terms and conditions.

No comments have been received from any agency or the community regarding this request.

In accordance with Act 225, DSP will make the subject cabin available for lease via public lottery within 12 months of its vacancy date to ensure mandatory public access and state regulation compliance. DSP will finalize the lottery application process and initiate open enrollment no later than the one-year anniversary of the vacancy.

Based on the foregoing, DSP recommends that the Board approve the mutual cancellation of General Lease No. SP0136 issued to Ruth Elizabeth Piccard.

RECOMMENDATION:

That the Board of Land and Natural Resources:

1. Approve the mutual cancellation of General Lease No. SP0136 to Ruth Elizabeth Piccard in the manner specified by law and further subject to the below condition:
  - a. Waive the requirement for the Lessee to perform a Phase 1 Environmental Site Assessment on the subject property.
2. Terminate the lease and all rights, title, and interest of the Lessee and all obligations of the Lessor effective as of the date of the Board approval of this submittal, provided that any and all obligations of the Lessee which have accrued up to said effective date or which are stated in the lease to survive termination shall endure past such termination date until duly fulfilled, and further provided that Lessor reserves all other rights and claims allowed by law.
3. The State shall accept any donated improvements by the Lessee at no charge to the Lessor.

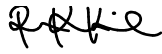
Respectfully submitted,



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ALAN B. CARPENTER  
Acting Administrator  
Division of State Parks

APPROVED FOR SUBMITTAL:



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

Attachments:

- Exhibit A – Legal Description and Survey Map
- Exhibit B – Consent to Assignment of Lease to Piccard
- Exhibit C – Ruth Elizabeth Piccard's Lease Termination Letter



STATE OF HAWAII

SURVEY DIVISION

DEPT. OF ACCOUNTING AND GENERAL SERVICES

HONOLULU

C.S.F. No. KAUAI FILE  
FOLDER 3

November 2, 1966

KOKEE CAMP SITE LOTS

LOT 22

Waimea (Kona), Kauai, Hawaii

Being a portion of Kokee Park  
(Governor's Executive Order 1509)

Beginning at a pipe at the southwest corner of this lot, the northwest corner of Lot 8 of Kokee Camp Site Lots, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KOKEE" being 1721.08 feet North and 1086.28 feet East, as shown on H.S.S. Plat 3096, thence running by azimuths measured clockwise from True South:-

1. 215° 33' 104.79 feet along the remainder of Kokee Park (Governor's Executive Order 1509) to a pipe;
2. 206° 19' 30" 94.70 feet along the remainder of Kokee Park (Governor's Executive Order 1509) to a pipe;
3. 272° 16' 74.61 feet along the remainder of Kokee Park (Governor's Executive Order 1509) to a pipe;
4. 13° 22' 211.81 feet along the remainder of Kokee Park (Governor's Executive Order 1509) to a pipe;
5. 56° 48' 46.24 feet along the remainder of Kokee Park (Governor's Executive Order 1509) to a pipe;
6. 125° 33' 30" 110.39 feet along Lot 8 of Kokee Camp Site Lots to the point of beginning and containing an Area of 0.51 Acre.

SURVEY DIVISION  
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES  
STATE OF HAWAII

By: Akira Taga  
Akira Taga  
Land Surveyor bys

Compiled from maps by  
Henry Sumida and Associates,  
Inc. and Govt. Survey Records.

IBM Class (Fig. 22)

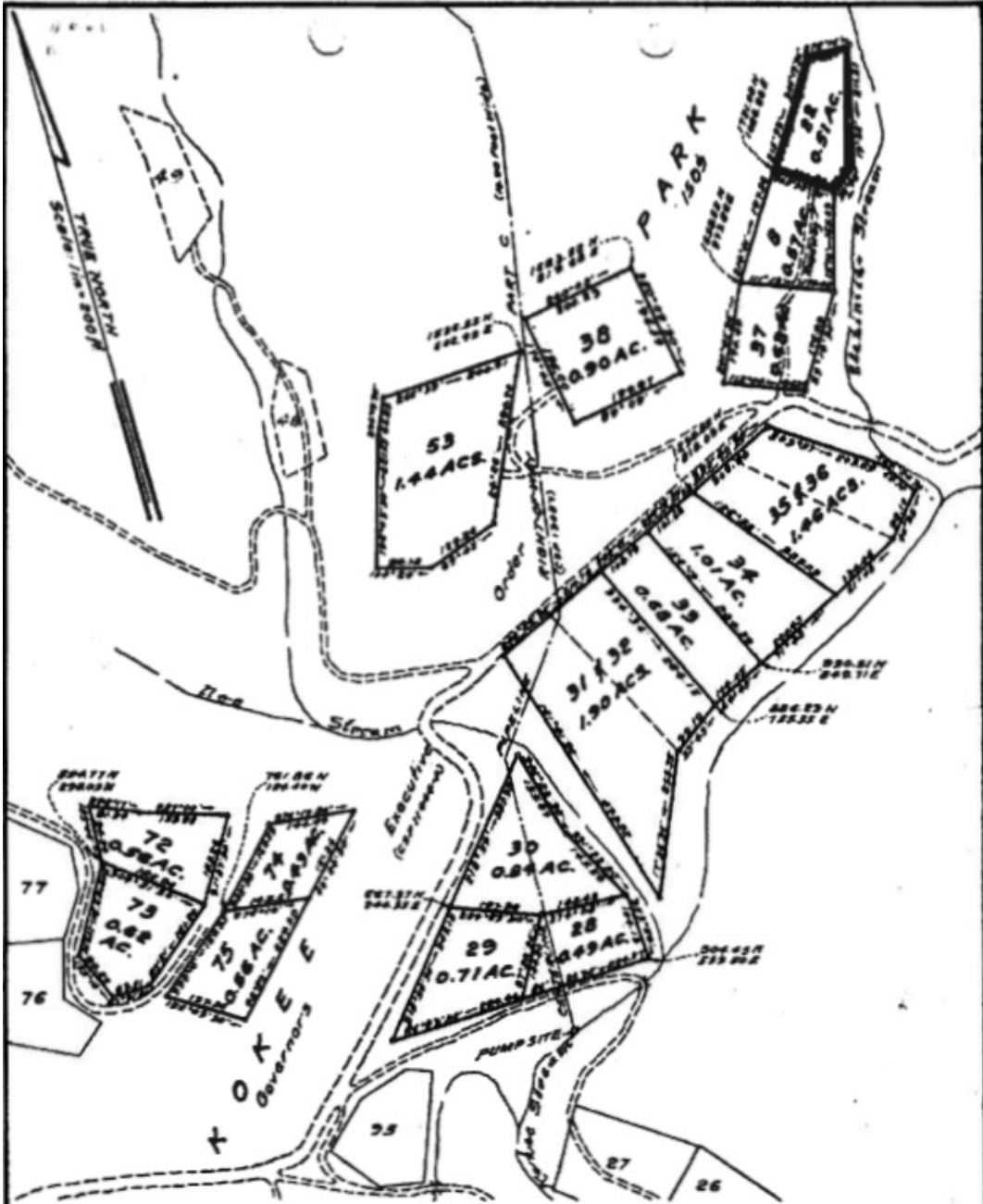
Area

Coord

J. Chr

EXHIBIT "A"

EXHIBIT "A"



**KOKEE CAMP SITE LOTS**  
**LOTS 8, 22, 28, 29, 30, 31, 32, 33, 34, 35, 36,**  
**37, 38, 53, 72, 73, 74 AND 75**

*Waimea, (Kona) Kauai, Hawaii*

**EXHIBIT "B"**

*Scale: 1 inch = 200 feet*

*Lots 8 and 37 (combined) See map and description dated May 18, 1885. All corners marked with pipe. Coordinates referred to KOKEE A.*

JOB K-3884  
C. BK

TAX MAP 1-4-04  
KAUAI FILE  
FOLDER 3

SURVEY DIVISION  
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES  
STATE OF HAWAII

A7, Nov. 2, 1966

EXHIBIT "A"



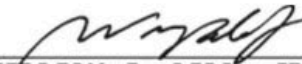
further assignment of any interest under the general lease shall be made without the written consent of the Board of Land and Natural Resources being first obtained and endorsed thereon.

FURTHERMORE, Assignor hereby acknowledges that the Lessor's consent to assignment of the general lease, does not release the Assignor from any and all responsibilities, obligations, liabilities, and claims respecting or arising under or out of said general lease.

IN WITNESS WHEREOF, the STATE OF HAWAII, by its Board of Land and Natural Resources, has caused the seal of the Department of Land and Natural Resources to be hereunto affixed and these presents to be duly executed this 21<sup>st</sup> day of May, 2014.

STATE OF HAWAII

Approved by the Board of Land and Natural Resources at its meeting held on December 13, 2013.

By   
WILLIAM J. AILA, JR.  
Chairperson  
Board of Land and  
Natural Resources

LESSOR

  
BARBARA PUTZIER

ASSIGNOR

APPROVED AS TO FORM:

  
WILLIAM J. WYNHOFF  
Deputy Attorney General

Dated: 3/31/14



STATE OF New Mexico )  
~~HAWAII~~ )  
COUNTY OF Santa Fe ) SS.

On this 6 day of May, 2014, before me personally appeared BARBARA PUTZIER, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

Edna Crawford  
Notary Public, State of ~~Hawaii~~ New Mexico

My commission expires: 4/30/2016





**MCCORRISTON MILLER  
MUKAI MACKINNON LLP**

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[www.m4law.com](http://www.m4law.com)

**Michael D. Scarbo**, Partner  
[mds@m4law.com](mailto:mds@m4law.com)

February 11, 2026

SENT VIA US MAIL (OR E-MAIL)

State of Hawaii  
Department of Land and Natural Resources  
State Parks Division  
ATTN: Brigida Ayson, State Parks Lead Property Manager  
1151 Punchbowl Street, Rm 310  
Honolulu, HI 96809

[Brigida.v.ayson@hawaii.gov](mailto:Brigida.v.ayson@hawaii.gov)

Re: Lease No. SP-0136  
Lot 22, Kokee Camp Site Lots, Waimea, Kauai (TMK (4) 1-4-004-013)

TO WHOM IT MAY CONCERN:

The purpose of this letter is to request that the State of Hawaii, Department of Land and Natural Resources (“DLNR”) accept the surrender/cancellation of Lease No. SP-0136 by Ruth Elizabeth Piccard (“Lessee”).

Lessee and her significant other have experienced a number of health concerns in the past few years, which has rendered the Lease obligations physically and financially untenable moving forward. In the summer of 2025, Lessee began discussions with a local family who were interested in taking over the terms of the Lease, with the intention of submitting a transfer proposal for DLNR approval in early 2026. However, at the close of 2025 she received the Notice of New Lease Assignment Policy from DLNR, informing her that DLNR will henceforth only approve transfers made to immediate family members. As the local family is not “immediate family”, Lessee was forced to abandon any plans to transfer the lease to the local family.

Lessee has no immediate family members who are able or willing to assume the Lease. The Lessee was able to come up with the funds to cover the 2026 lease rents, but it has proven to be a serious financial burden. Lessee sees no other viable option other than to surrender the Cabin to DLNR.

The current lease is set to terminate on December 31, 2028.

**EXHIBIT “C”**

Piccard, Ruth Elizabeth  
Lease No. SP-0136  
February 11, 2026  
Page 2 of 2

It is our understanding that in anticipation of this letter and offer to surrender/cancel the lease, Owen Strong, DLNR Kauai Property Manager conducted an inspection of the Cabin on February 5, 2026. It is our understanding that Mr. Strong will be informing the DLNR Board that the Cabin is in good repair and will be recommending approval of the surrender/cancellation of the lease at the DLNR Board's next scheduled meeting. It is our understanding that the next meeting is scheduled for February 27, 2026. Mr. Strong and Lessee have discussed that Lessee's personal effects will be removed from the Cabin prior to February 27, 2026 – as a note, most have already been removed.

If the DLNR Board is inclined to accept the cancellation of the Lease, we ask that Lessee not be required to pay any transfer fee associated with the Lease cancellation. Furthermore, we request a refund of a pro rata share of the rents paid by Lessee for the 2026 year, based off of the effective Cancellation Date of February 27, 2026. Based on the proposed effective date, DLNR would refund Lessee 5/6 of the annual rent tendered in January of 2026 – representing rents for March through December of 2026.

Again, Lessee had been exploring alternatives to surrender/cancellation; however, when DLNR announced its new policy, restricting assignments to immediate family, she was left with no other alternatives but to seek to surrender/cancel the lease.

Lessee is happy to provide any additional documentation requested or required by the DLNR Board to facilitate the surrender/cancellation of the Lease in a timely manner.

Very truly yours,

MCCORRISTON MILLER MUKAI MACKINNON LLP

*1/21 Michael D. Scarbo*

Michael D. Scarbo