

BOARD OF WATER SUPPLY, COUNTY OF KAUAI

On March 16, 2020, Governor David Y. Ige issued a Supplementary Emergency Proclamation related to COVID-19 which suspended Chapter 92 of the Hawai'i Revised Statutes ("HRS"), relating to Public Agency Meetings and Records (commonly referred to as the Sunshine Law) to the extent necessary in order to enable boards to conduct business in-person or through remote technology without holding meetings open to the public. Boards shall consider reasonable measures to allow public participation consistent with social distancing practices, such as providing notice of meetings, allowing the submission of written testimony on items which have been posted on an agenda, live streaming of meetings, and posting minutes of meetings online. No board deliberation or action shall be invalid, if such measures are not taken.

In accordance with the Governor's Proclamations including the stay-at-home order and the Mayor's Proclamations and Emergency Rules, the Board of Water Supply meetings will be conducted as follows until further notice:

- Board meetings will be held via remote technology to be consistent with social distancing practices and stay-at-home orders.
- Board members and/or resource individuals may appear via remote technology.
- Board meetings will continue to be noticed pursuant to HRS Chapter 92.
- Written testimony on any agenda item will continue to be accepted.
 - Written testimony may be submitted to the Commission Support Clerk via email at board@kauaiwater.org by the close of business the day before the Board meeting is scheduled, or mailed to the Board of Water Supply at 4398 Pua Loke Street, Līhu'e, Kaua'i, Hawai'i 96766 with attention to the Commission Support Clerk. The public is asked to please provide sufficient time for receipt of the testimony if mailing in public testimony.
 - Persons wishing to testify are requested to register their name, phone number, and identify the agenda item for which they wish to provide testimony via email at board@kauaiwater.org or by calling (808) 245-5406.
 - If you wish to submit oral testimony prior to the Board meeting, it may be submitted by leaving a voice message at (808) 245-5406.
 - The Commission Support Clerk will provide electronic copies of public testimony received, if any, to the Board members prior to the start of the meeting.
- Board meeting minutes will continue to comply with HRS Chapter 92 and be posted to the Board's website at http://www.kauaiwater.org/cp_waterboard_agendas.asp.

For more information on COVID-19 and to access the Governor's Proclamations please visit: <https://hawaiiicovid19.com/>.

For County of Kaua'i information, including the Mayor Kawakami's daily updates, Proclamations, and Emergency Rules, please visit: <http://www.kauai.gov/COVID-19>.



BOARD OF WATER SUPPLY

GREGORY KAMM, CHAIR
KURT AKAMINE, VICE CHAIR

JULIE SIMONTON, SECRETARY
LAWRENCE DILL, MEMBER
KA'AINA HULL, MEMBER
TROY TANIGAWA, MEMBER
ELESTHER CALIPJO, MEMBER

REGULAR MONTHLY TELECONFERENCE MEETING NOTICE AND AGENDA

Thursday, October 21, 2021
10:00 a.m. or shortly thereafter

PUBLIC ACCESS +1- 415-655-0001 US Toll, Conference ID: 2552 141 7049, Password: 4398#

This meeting will be held via Microsoft Teams conferencing only. Members of the public are invited to join this meeting by calling the number above with the conference ID information. You may testify during the video conference or submit written testimony in advance of the meeting via e-mail, fax, or mail. To avoid excessive noise/feedback, please mute your microphone except when you are called to testify.

If members or the public require technical assistance, please contact: informationtechnology@kauaiwater.org

CALL TO ORDER

ROLL CALL

ANNOUNCEMENTS:

Introduction of new Manager, Joseph Tait

Next Scheduled Meeting: Thursday, November 18, 2021 – 10:00 a.m. via Tele-Conference.

APPROVAL OF AGENDA

APPROVAL OF MEETING MINUTES:

1. Regular Board Meeting – September 23, 2021
2. Executive Session Meeting – September 23, 2021

CONSENT CALENDAR

1. Manager's Report No. 22-27 Discussion and Possible Action on Proposed Changes to Board Policy 8, Charges for Department Labor and Equipment on Jobbing Work and Capital Projects by Department Personnel
2. Manager's Report No. 22-28 Discussion and Possible Action to Rescind Board Policy 12, Retention Periods and Destruction of Records
3. Manager's Report No. 22-29 Discussion and Possible Action to Rescind Board Policy 15, Payment of Claims and Disbursement of Funds
4. Manager's Report No. 22-30 Discussion and Possible Action on Proposed Changes to Board Policy 19, Travel Allowance Excess Expenditures

Kulana Onsite

5. Manager's Report No. 22-31 Discussion and Possible Action to approve the Conveyance of Water Facility from the Kulana Association of Apartment Owners, for the Kulana Subdivision Onsite Water System Phase 2; TMK: (4) 4-3-011:001; Kapaa, Kauai, Hawaii
6. Manager's Report No. 22-32 Discussion and Possible Action to approve a Grant of Easement agreement from Kulana Association of Apartment Owners, for Kulana Subdivision Onsite Water System, Phase 2, S-99-49; TMK: (4) 4-3-011:001, Kapaa, Kaua'i, Hawai'i

Kulana Offsite

7. Manager's Report No. 22-33 Discussion and Possible Action to approve the Conveyance of Water Facility from the Kulana Association of Apartment Owners, for the Kulana Subdivision Offsite Water System and 0.25 MG Tank; TMK: (4) 4-3-011:001 and (4) 4-4-003:089; Kapaa, Kauai, Hawai'i
8. Manager's Report No. 22-34 Discussion and Possible Action to approve a Right of Entry Agreement with Kulana Association of Apartment Owners, for the Roadway Lot 21 (referred to as Kulana Place) of the Kulana Subdivision, S-99-49, TMK: (4) 4-3-011:001; Kapaa, Kauai, Hawai'i

Kulana Tank

9. Manager's Report No. 22-35 Discussion and Possible Action to approve a Right of Entry Agreement with Kulana Association of Apartment Owners, for the Lot 8 (por.) of the Thronas Subdivision; TMK: (4) 4-4-003:089; Kapaa, Kauai, Hawaii

Kukui'ula Parcel E

10. Manager's Report No. 22-36 Discussion and Possible Action to approve the Conveyance of Water Facility from Kukuiula Development Company, LLC for Parcel E, Subdivision No. S-2020-02; TMK: (4) 2-6-022:083 and 020, Koloa, Kaua'i, Hawai'i
11. Manager's Report No. 22-37 Discussion and Possible Action to approve a Grant of Easement agreements from Kukuiula Development Company, LLC for Parcel E, Subdivision No. S-2020-02; TMK: (4) 2-6-022:083 and 020 (por.), Koloa, Kaua'i, Hawai'i

Kukui'ula Parcel G

12. Manager's Report No. 22-38 Discussion and Possible Action to approve a Grant of Easement agreement from Kukuiula Development Company, LLC for Parcel G, Subdivision No. S-2019-19; TMK: (4) 2-6-022:070, Koloa, Kaua'i, Hawai'i

Kukui'ula Parcel Kainani Villas

13. Manager's Report No. 22-39 Discussion and Possible Action to approve Grant of Easement agreements from Kukuiula Development Company, LLC for Kainani Phase 2, Subdivision No. S-2019-13; TMK: (4) 2-6-021:017, (4) 2-6-021:005 (por.) and (4) 2-6-021:016 (por.) Koloa, Kaua'i, Hawai'i

NEW BUSINESS:

1. Manager's Report No. 22-40 Discussion and Adoption of Resolution No. 22-05 Imagine A Day Without Water
2. Manager's Report No. 22-41 Discussion and Possible Action to Request Board Approval for Indemnification for Zoom between the Board of Water Supply, County of Kaua'i and Zoom

3. Manager's Report No. 22-42 Discussion and Possible Action to Request Board Approval for Indemnification for Granicus between the Board of Water Supply, County of Kaua'i and Granicus
4. Board Meeting Dates for 2022

STAFF REPORTS:

1. Statement of Revenues and Expenditures
 - a. September Monthly Summary Budget
 - b. Accounts Receivable Aging Summary
2. Public Relations Activities
 - a. Video Presentation of EPA WaterSense 2021 Excellence Award
3. Operational Activities
4. Manager and Chief Engineer

QUARTERLY REPORTS:

1. Build America Bond
2. Claims Settled by Department of Water
3. Engineering
4. Information Technology

TOPICS FOR NEXT BOARD OF WATER SUPPLY MEETING: *(November)*

1. Election of Officers for 2022

TOPICS FOR FUTURE BOARD OF WATER SUPPLY MEETINGS:

1. DOW Draft Audit Financial Statements and Independent Auditor's Report for Fiscal Year Ending 2021
2. Manager and Chief Engineer Goals for Calendar Year 2022
3. Manager's Report No. 17-29 - Discussion and Possible Action on the Financial Management Planning and Water Rate Study for the Department of Water for Fiscal Year 2022 through Fiscal Year 2026
4. Department of Water Performance Audit
5. Baseyard Master Plan Workshop

EXECUTIVE SESSION:

Pursuant to Hawai'i Revised Statutes (HRS) §92-7(a), the Board may, when deemed necessary, hold an executive session on any agenda item without written public notice if the Executive Session was not anticipated in advance. Any such executive session shall be held pursuant to HRS §92-4 and shall be limited to those items described in HRS §92-5(a).

ADJOURNMENT

WRITTEN TESTIMONY

The Board is required to afford all interested persons an opportunity to present testimony on any agenda item. The Board encourages written testimony at least two (2) business days prior to a scheduled Board meeting. At each Board meeting, the Board will accept oral and written testimony on any agenda item at item Public Testimony.

Please include:

1. Your name and if applicable, your position/title and organization you are representing
2. The agenda item that you are providing comments on; and
3. Whether you are a registered lobbyist and, if so, on whose behalf you are appearing.

Send written testimony to:

Board of Water Supply, County of Kaua'i
C/O Administration
4398 Pua Loke Street
Lihu'e, Hawai'i 96766

E-Mail: board@kauaiwater.org
Phone: (808) 245-5406
Fax: (808) 245-5813

SPEAKER REGISTRATION

Prior to the Day of the Meeting: Persons wishing to testify are requested to register their name, phone number, and identify the agenda item for which they wish to provide testimony via email at board@kauaiwater.org or by calling (808) 245-5406.

On the Day of the Meeting: Persons who have not registered to testify by the time the Board meeting begins will be given an opportunity to speak on an item following oral testimonies of registered speakers. The length of time allocated to person(s) wishing to present verbal testimony may be limited at the discretion of the chairperson.

SPECIAL ASSISTANCE

If you need an auxiliary aid/service or other accommodation due to a disability, or an interpreter for non-English speaking persons, please call (808) 245-5406 or email board@kauaiwater.org 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.

A horizontal splash of clear blue water with bubbles, positioned behind the text.

DRAFT

MINUTES

MINUTES
BOARD OF WATER SUPPLY
Thursday, September 23, 2021

The Board of Water Supply, County of Kaua‘i, met in a regular meeting **via remote** in Līhu'e on Thursday, September 23, 2021. Chairman Gregory Kamm called the meeting to order at 10:08 a.m. The following Board members were present:

BOARD: Mr. Gregory Kamm, *Chair*
Mr. Kurt Akamine, *Vice Chair (entered at 11:03 a.m.)*
Mr. Kaaina Hull
Ms. Julie Simonton
Mr. Troy Tanigawa

EXCUSED: Mr. Lester Calipjo
Mr. Lawrence Dill

Quorum was achieved with 4 members present at Roll Call.

STAFF: Manager & Chief Engineer Mark Knoff
Mrs. Mary-jane Akuna
Mr. Jaspreet Banwait
Mr. Michael Hinazumi
Mrs. Jonell Kaohelaulii
Mr. Valentino Reyna
Mr. Marcelino Soliz
Ms. Cherisse Zaima
Deputy County Attorney Mahealani M. Krafft

ANNOUNCEMENTS

Next Scheduled Meeting: Thursday, October 21, 2021 – 10:00 a.m. via Tele-Conference

Prior to the approval of the agenda, Chair Kamm requested that Item 2 under New Business, Discussion and Adoption of Resolution No. 22-04 Farewell to Keith Aoki, be moved to the beginning of the meeting.

APPROVAL OF AGENDA

Board member Simonton moved to approve the agenda, as amended, to take Item 2 under New Business as the first item on the agenda, seconded by Mr. Tanigawa; with no objections, motion carried with 4 Ayes.

NEW BUSINESS:

2. Manager’s Report No. 22-26 Discussion and Adoption of Resolution No. 22-04 Farewell to Keith Aoki (Retiree), Civil Engineer VI, Engineering Division

Manager Knoff read Resolution No. 22-04 into the record, followed by presentation of the resolution.

Board member Hull moved to approve Manager's Report No. 22-26, seconded by Troy Tanigawa; with no objections, motion carried with 4 Ayes.

APPROVAL OF MEETING MINUTES

1. Special Board Meeting – August 16, 2021 (1:30 p.m.)
2. Special Board Meeting – August 16, 2021 (2:00 p.m.)
3. Executive Session Meeting – August 16, 2021
4. Regular Board Meeting – August 26, 2021
5. Executive Session Meeting – August 26, 2021
6. Regular Board Meeting – August 30, 2021 (continued from August 26, 2021)
7. Executive Session Meeting – August 30, 2021 (continued from August 26, 2021)

Board Member Hull moved to approve Board Meeting minutes 1 through 7, seconded by Mr. Hull; with no objections, motion carried with 6 Ayes.

PUBLIC TESTIMONY

There was one (1) registered testimony received via email. Mr. Tristan Gonzales of Goodfellow Bros. read his email testimony into the record (on file).

There were three (3) callers from the public who joined in the meeting.

CORRESPONDENCE

1. From Tristan Gonzales, Kaua'i Assistant Regional Manager, Goodfellow Bros. re: Contractor Pay Application Approval Process, Change Order Requests and Response, Request for Equitable Adjustment

CONSENT CALENDAR

1. Manager's Report No. 22-20 Discussion and Possible Action on Proposed Changes to Board Policy 24, Delegation of Responsibility for Conveyance of Water Facilities and Grants of Easement
2. Manager's Report No. 22-21 Discussion and Possible Action on Proposed Changes to Board Policy 28, Inter-Fund Transfer
3. Manager's Report No. 22-22 Discussion and Possible Action on Proposed Changes to Board Policy 29, Categorization & Funding of Capital Projects
4. Manager's Report No. 22-23 Discussion and Possible Action on Proposed Changes to Board Policy 30, Delegation of Responsibility for Rights of Entry
5. Manager's Report No. 22-24 Discussion and Possible Action on Proposed Changes to Board Policy 31, Reserve Fund

Manager Knoff explained that these are existing policies that have been revised for form and clarification, and to remove any redundancies; there are no substantive changes to these policies.

Board member Hull moved to approve Consent Calendar items 1 through 5, seconded by Mr. Tanigawa; with no objections, motion carried with 4 Ayes.

NEW BUSINESS

1. Manager's Report No. 22-25 Discussion and Possible Action on a Memorandum of Understanding between the Employees Retirement System of the State of Hawai'i and the Department of Water, County of Kaua'i for the Governmental Accounting Standards Board

Statement No. 68, “Accounting and Financial Reporting for Pensions” Financial Statement for FY Ending June 2021 through 2026

Manager Knoff explained that there is a new ERS requirement to gather accounting and financial reporting for pensions by state and government employees. To comply with this, the Department will be partnering with other organizations in order to reduce costs. This MOU will substantially reduce department fees and will eliminate the need for the department to go out and procure these services. Overall, it is a much more cost-effective and efficient way to collect the information the department is required to report.

Board member Tanigawa moved to approve Manager’s Report No. 22-25, seconded by Mr. Hull; with no objections, motion carried with 4 Ayes.

STAFF REPORTS

1. Statement of Revenues and Expenditures
 - a. June Monthly Summary Budget
 - b. Accounts Receivable Aging Summary

Assistant Waterworks Controller Marcelino Soliz provided a summary of the Fiscal report.

2. Public Relations Activities

Information and Educational Specialist Jonell Kaohelaulii provided a summary of the Public Relations report.

3. Operational Activities

Chief of Water Operations Val Reyna provided a summary of the Operations report submitted.

4. Manager and Chief Engineer

Manager Mark Knoff provided a summary of the Manager’s Update submitted.

TOPICS FOR NEXT BOARD OF WATER SUPPLY MEETINGS

1. Discussion and Possible Action on Proposed Board Policies
2. Quarterly Staff reports (Engineering, Water Quality, I.T., County Attorney)

Manager Knoff noted that there are four (4) Board Policies that have not yet been evaluated, but once they have gone through these last four, all of the policies will have been updated and the Board can start the next calendar year with a clean slate of policies.

TOPICS FOR FUTURE BOARD OF WATER SUPPLY MEETINGS:

1. Manager’s Report No. 17-29 - Discussion and Possible Action on the Financial Management Planning and Water Rate Study for the Department of Water for Fiscal Year 2022 through Fiscal Year 2026
2. Department of Water Performance Audit
3. Baseyard Master Plan Workshop

Chair Kamm noted that the Baseyard Master Plan Workshop has been on the agenda long before he was on the Board and asked whether that was actually going to happen. Manager Knoff stated that he is aware that a master plan has been put together, but it’s more of a look at future

planning for what facilities and resources the organization will need based on the number of personnel and how operations are conducted. Workshop may not be the correct term for it.

Vice Chair Akamine entered the meeting at 11:02 a.m.

EXECUTIVE SESSION:

Pursuant to Hawai'i Revised Statutes (HRS) §92-7(a), the Board may, when deemed necessary, hold an executive session on any agenda item without written public notice if the Executive Session was not anticipated in advance. Any such executive session shall be held pursuant to HRS §92-4 and shall be limited to those items described in HRS §92-5(a).

1. Pursuant to Hawai'i Revised Statutes § 92-4 and § 92-5(a)(4), the purpose of this Executive Session is for the Board to consult with the Board's attorney on questions and issues pertaining to the Board's powers, duties, privileges, immunities, and liabilities as it relates to Recruitment Incentives for the Manager and Chief Engineer position.
2. Pursuant to Hawai'i Revised Statutes § 92-4 and § 92-5(a)(4), the purpose of this Executive Session is for the Board to consult with the Board's attorney on questions and issues pertaining to the Board's powers, duties, privileges, immunities, and liabilities as it relates to correspondence from Goodfellow Bros. regarding Contractor Pay Application Approval Process, Change Order Requests and Response, Request for Equitable Adjustment.

Vice Chair moved to go into executive session, and to invite the Manager and Chief Engineer to participate as a resource, seconded by Mr. Hull; with no objections, motion carried with 5 Ayes.

The board resumed in open session at 11:45 a.m.

Vice Chair Akamine moved to ratify actions taken in Executive Session, seconded by Ms. Simonton; with no objections, motion carried with 5 Ayes.

ADJOURNMENT

Board member Simonton moved to adjourn the Regular Board meeting at 11:47 a.m., seconded by Mr. Hull; with no objections, motion carried 5:0.

Respectfully submitted,

Cherisse Zaima
Commission Support Clerk

Approved,

Julie Simonton
Secretary, Board of Water Supply

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CONSENT CALENDAR

MANAGER'S REPORT No. 22-27

October 21, 2021

Re: Discussion and Possible Action on Proposed Changes to Board Policy 8, Charges for Department Labor and Equipment on Jobbing Work and Capital Projects by Department Personnel

RECOMMENDATION:

It is recommended that the Board approve the proposed changes to Board Policy 8, Charges for Department Labor and Equipment on Jobbing Work and Capital Projects by Department Personnel.

FUNDING:

Not applicable.

BACKGROUND:

The purpose of this policy is to establish reimbursable labor, materials and vehicles/equipment direct and overhead costs for service installation, jobbing work and capital projects.

The policy has been reformatted for readability. There are some substantive changes to the policy.

1. Previously labor was computed using the average wage and overhead for the Department's field crews. Improvements in work order software now allow staff to determine individual personnel and hours for each job. Reimbursement will be calculated for each employee. The overhead or fringe costs will be established using the County's most current Fringe Cost Rates. These are published each year.
2. Vehicle and equipment charges were computed based on the actual cost of depreciation, fuel, maintenance, and repairs. This is difficult to calculate on a per job basis. Instead, staff is recommending that the current IRS mileage rate, where applicable, and current FEMA Schedule of Equipment Rates be used.
3. There are no changes recommended to the overhead charge for materials.

Overall, this will simplify the reimbursement process and allows others to more easily estimate the reimbursable costs.

MRK/mja

Attachment: Board Policy 8, Charges for Department Labor and Equipment on Jobbing Work and Capital Projects by Department Personnel

Mgrrp/October 2021/22-27/ Discussion and Possible Action on Proposed Changes to Board Policy 8, Charges for Department Labor and Equipment on Jobbing Work and Capital Projects by Department Personnel (10/21/21):mja

BOARD OF WATER SUPPLY POLICY NO. 8

RE: Charges for Department Labor and Equipment on Jobbing Work and Capital Projects by Department Personnel

Purpose

Establish reimbursable labor, materials and vehicles/equipment direct and overhead costs for service installation, jobbing work and capital projects.

Labor

Labor will be reimbursed at the employee's hourly rate. Overhead costs will be calculated using the County of Kauai's most current fringe cost rates.

1. Vacation
2. Sick Leave
3. Holidays
4. Retirement
5. F.I.C.A.
6. Health, Dental and other employee insurance paid for by the Department
7. Office and Engineering Support

Materials

Materials costs include additional 30% of the purchase price for storage, and handling.

Vehicles/Equipment

Vehicle and equipment charges shall be based on mileage or running hours. Mileage will be based upon the current IRS mileage rate. Vehicles and equipment not covered by the IRS mileage rate will use the most recent FEMA Schedule of Equipment Rates.

The rates shall be reviewed and revised annually.

Chair, Kauai Board of Water Supply

Date

RE: CHARGES FOR DEPARTMENT LABOR AND EQUIPMENT ON JOBBING WORK AND CAPITAL PROJECTS BY DEPARTMENT PERSONNEL

Effective Date: October 21, 2021
Supersedes: May 14, 1970

BOARD OF WATER SUPPLY POLICY NO. 8

RE: Charges for Department Labor and Equipment on Jobbing Work and Capital Projects by Department Personnel

Purpose

Establish reimbursable labor, materials and vehicles/equipment direct and overhead costs for service installation, jobbing work and capital projects.

Labor

~~1. Labor will be reimbursed at the employee's hourly rate. In computing the overhead on labor~~
Overhead costs include: will be calculated using the County of Kauai's most current fringe benefit guidelines cost rates. ~~for service installation, jobbing work and capital projects, the following costs shall be recovered:~~

- a) 1. Vacation
- b) 2. Sick Leave
- c) 3. Holidays
- d) 4. Retirement
- e) 5. F.I.C.A.
- f) 6. Health, Dental and other employee insurance paid for by the Department
- g) 7. Office and Engineering Support

~~2. Materials~~A single labor charge may be established for all field personnel by averaging their wages and applying the overhead established above.

~~3. Overhead charges for materials~~Materials shall be computed to recover costs
costs include
of additional 30% of the purchase priceing for, storage, and handling of the materials.

Vehicles/Equipment

~~4. Vehicle and equipment charges shall be~~portal to portalbased on mileage or running hours. Mileage will be based upon the current IRS mileage rate. Vehicles and equipment not covered by the IRS mileage rate will use the most recent FEMA Schedule of Equipment Rates. and shall equal the estimate of actual costs including depreciation, fuel, maintenance and repairs.

~~5. The rates shall be reviewed~~and revisedannually~~and revised as necessary to reflect actual costs.~~

Chairperson, Kauai Board of Water Supply

_____ Date

RE: CHARGES FOR DEPARTMENT LABOR AND EQUIPMENT ON JOBBING WORK
AND CAPITAL PROJECTS BY DEPARTMENT PERSONNEL

Effective Date: October 21, 2021

Supersedes: May 14, 1970

MANAGER'S REPORT No. 22-28

October 21, 2021

Re: Discussion and Possible Action to Rescind Board Policy 12, Retention Periods and Destruction of Records

RECOMMENDATION:

It is recommended that the Board rescind Board Policy 12, Retention Periods and Destruction of Records.

FUNDING:

Not applicable.

BACKGROUND:

The Department follows all applicable County's policies. It would be redundant to have a Board policy stating that we follow the County's records retention policy.

MRK/mja

Attachment: Board Policy 12, Retention Periods and Destruction of Records

Mgrrp/October 2021/22-28/ Discussion and Possible Action on Proposed Changes to Board Policy 12, Retention Periods and Destruction of Records (10/21/21):mja

BOARD OF WATER SUPPLY POLICY NO. 12

RE: RETENTION PERIODS AND DESTRUCTION OF FISCAL DIVISION
RECORDS

1. All Fiscal Division records shall be retained for periods of time as shown on attached schedule.
2. Vouchers, documents and other records and papers which have been retained for periods of time, as required in attached schedule, may be destroyed in accordance with Section 46-43 HRS.

J. P. Saebian

Chairman
Board of Water Supply

5/10/71

Date

RE: RETENTION PERIODS AND DESTRUCTION OF FISCAL DIVISION
RECORDS

Effective Date: May 10, 1971

DEPARTMENT OF WATER
COUNTY OF KAUAI

SCHEDULE FOR RETENTION PERIODS OF THE FISCAL DIVISION RECORDS
(Note - "P" means Permanently)

<u>Type of Records</u>	<u>Retention Period in Years</u>
Account Distribution Records:	
Distribution Records (Labor & Transportation)	5
Monthly Summary of Distribution Recapitulation.	P
Audit Reports.	P
Bank Statements.	7
Budget Records:	
Annual Budget	P
Monthly Status of Budget.	P
Worksheet	3
Checks - Paid and Cancelled.	P
Cost Accounting Records.	7
Deposit Slips.	5
Daily Time & Truck Reports	5
Financial Statements (Monthly & Yearly).	P
Fixed Capital Records (Utility Plant).	P
Insurance Policies (after expiration).	4
Inventory Sheets (Plant & Equipment)	3
Annual Inventory (Plant & Equipment)	P
Invoices (Paid Bills).	P
Ledgers and Journals:	
Accounts Receivable	14
Cash.	P
Expense	P
General Ledger.	P
General Journal	P
Property.	P
Recurring Journal	P
Voucher Register.	P
Refund 70%.	P

SCHEDULE FOR RETENTION PERIODS OF THE FISCAL DIVISION RECORDS

Page

<u>Type of Records</u>	<u>Retention Period in Years</u>
Material & Supplies Records:	
Inventory Records	5
Store Requisitions & Credits	5
Stock Cards.	7
Quotations for Materials & Supplies.	7
Payroll Vouchers.	P
Payroll - Year to Date.	P
Property Retired Records - Form 9	P
Purchase Order Copies - Alphabetically.	3
Purchase Order Copies - Numerically	14
Purchase Order Copies - Receiving	P
Purchase Requisition Copies - Original.	P
Purchase Requisition Copies - Duplicate	1
Warrant Vouchers.	P
Withholding Exemption Records	5
Work Order (Construction WIP)	P
Consumer Accounting:	
Accounts Receivable Records.	14
Accounts Receivable Charge-off	7
Check Register	P
Checks Paid & Cancelled.	P
Meter Records & Books.	P
Outstanding Check Records.	7
Statistical Reports.	P
Uncollectible Accounts	7
Job Orders (original - white copies)	P
Job Orders (buff & pink copies)	7

Note: Records to be kept permanent above have been amended to permanent or statutory compliance. This is because statutes which require records to be kept permanently presently maybe amended in the future for a shorter retention period.

MANAGER'S REPORT No. 22-29

October 21, 2021

Re: Discussion and Possible Action to Rescind to Board Policy 15, Payment of Claims and Disbursement of Funds

RECOMMENDATION:

It is recommended that the Board rescind Board Policy 15, Payment of Claims and Disbursement of Funds.

FUNDING:

Not applicable.

BACKGROUND:

Board Policy 15 was originally promulgated in 1970. The policy is unnecessary to comply with HRS 54-25. HRS 54 envisions an organizational structure of the County that does not correlate with the Charter. Policy 15 predates changes in case law on preemption. The Supreme Court of Hawai'i has held that the legislature delegated the administration of the waterworks to the counties. *Hawaii Gov't Employees' Ass'n, Am. Fed'n of State, Cty. & Mun. Emps., Loc. 152, AFL-CIO v. Maui*, 59 Haw. 65, 79-80 (1978). As such, where the Charter speaks to a matter related to the waterworks, the Charter controls.

There are other policies which already address disbursement of funds (e.g., the Water Utility Fund, Reserve Fund). The reporting under this policy would be covered under the reporting requirements of the other policies. Therefore, the policy is redundant.

MRK/mja

Attachment: Board Policy 15, Payment of Claims and Disbursement of Funds

Mgrrp/October 2021/22-29/ Discussion and Possible Action on Proposed Changes to Board Policy 15, Payment of Claims and Disbursement of Funds (10/21/21):mja

Board Policy No. 15 A

Re: Payment of Claims and Disbursement of Funds

Purpose:

To streamline and improve the procedure for the payment of claims and disbursement of monies of the Board of Water Supply for its operating and capital projects expenditures that have been approved in the Annual Operating and Capital Improvement Budget while maintaining Board of Water Supply oversight.

Procedure:

1. The Board delegates its authority to approve funds disbursement vouchers as described in HRS 54-25 to the Manager and Chief Engineer to approve accounts payable vouchers on its behalf provided that the following conditions are met:
 - a. The payment of claims are for those operating and capital projects expenditures approved in the annual operating budget as revised from time to time which have been approved by the Board.
 - b. The Department follows applicable procurement procedures.
 - c. Payments of claims are in accordance with Board Policy No. 3 - EXPENDITURE OF WATER UTILITY FUNDS.
 - d. Payments of claims are in accordance with Board Policy No. 22 – BUDGET AND CONTRACT AWARD PROCESS.
 - e. There shall be no redirection of funds in the budget.
2. A Claims Payable Summary Report shall be given to the Board, on a monthly basis.
3. In the absence of the Manager and Chief Engineer and Deputy, the Board Chair is authorized to sign all claim warrant vouchers based on invoices that have been previously approved by the Manager and Chief Engineer or the Deputy.

This action for Board Policy No. 15A was officially approved and effective as of the October 21, 2010 Board Meeting.

APPROVED BY:



Chairperson, Board of Water Supply

Dated: 10/21/10

MANAGER'S REPORT No. 22-30

October 21, 2021

Re: Discussion and Possible Action on Proposed Changes to Board Policy 19, Travel Allowance Excess Expenditures

RECOMMENDATION:

It is recommended that the Board approve the proposed changes to Board Policy 19, Travel Allowance Excess Expenditures.

FUNDING:

Not applicable.

BACKGROUND:

The purpose of the policy is to establish Department approval authority for travel costs in excess of those authorized by the County's existing travel policy.

The policy has been reformatted for readability and to identify policy execution responsibilities more easily. Redundant language was removed. There are not any substantive changes to the policy.

MRK/mja

Attachment: Board Policy 19, Travel Allowance Excess Expenditures

Mgrp/October 2021/22-30/ Board Policy 19, Travel Allowance Excess Expenditures (10/21/21):mja

BOARD OF WATER SUPPLY POLICY NO. 19

RE: Travel Allowance Excess Expenditures

Purpose

Establish Department approval authority for travel costs in excess of those authorized by the County's existing travel policy.

Board Chair Responsibilities

The Department will follow the County of Kauai Travel Policy except that all excess expenditure requests shall be submitted to the Board Chair for approval or disapproval prior to travel. Reimbursement is not guaranteed unless prior approval is obtained.

Employee Responsibilities

When prior approval cannot be obtained, employees shall submit the attached form to the Board Chair to request compensation for travel expenses greater than allowed in the County's policy. The submittal will include all receipts and justification.

Chair, Board of Water Supply Date

RE: TRAVEL ALLOWANCE EXCESS EXPENDITURES

Effective Date: October 21, 2021
Supersedes: February 21, 1986

REQUEST FOR TRAVEL ALLOWANCE EXCESS EXPENDITURES

CLAIMANT NAME: Enter text.

DATE: Click or tap to enter a date.

CLAIMANT SIGNATURE

PURPOSE OF TRIP: Click or tap here to enter text.

Per Diem & Business Expense	Amount	Ground Transportation	Amount
Enter text.	\$XXX.XX	Enter text.	\$XXX.XX
Enter text.	\$XXX.XX	Enter text.	\$XXX.XX
Enter text.	\$XXX.XX	Enter text.	\$XXX.XX
Enter text.	\$XXX.XX	Enter text.	\$XXX.XX
Total	\$XXX.XX	Total	\$XXX.XX
Less Per Diem Allowance	(\$XXX.XX)	Less Per Diem Allowance	(\$XXX.XX)
Excess	\$XXX.XX	Excess	\$XXX.XX

REASON FOR ALLOWANCE EXCESS: Click or tap here to enter text.

APPROVED DISAPPROVED

MANAGER AND CHIEF ENGINEER SIGNATURE

BOARD CHAIR SIGNATURE

NOTE: RECEIPTS OR PROOF OF EXPENDITURES MUST BE ATTACHED TO THIS FORM.

BOARD OF WATER SUPPLY POLICY NO. 19

RE: Travel Allowance Excess Expenditures

Purpose

Establish Department approval authority fo-r travel costs in excess of those authorized by the County's existing travel policy.

Board Chair Responsibilities

The Department will follow the ~~existing travel allowance policies of the~~ County of Kauai Travel Policy except that all excess expenditure requests shall be submitted to the Board Chair ~~person~~ for approval or disapproval prior to travel. ~~Reimbursement is not guaranteed unless prior approval is obtained.~~

Employee Responsibilities

~~In extenuating circumstances~~ When prior approval cannot be obtained, employees shall submit the attached form to the Board Chair to; requests ~~for~~ compensation for ~~excess~~ travel expenses greater than allowed in the County's policy. The submittal will include ~~allowance expenditures~~ may shall be submitted to the Board Chair ~~person~~ on the attached form along with all substantiating receipts and justification ~~for approval.~~ Reimbursement is not guaranteed unless prior approval is obtained.

Chair ~~person~~, Board of Water Supply

Date

RE: TRAVEL ALLOWANCE EXCESS EXPENDITURES

| Effective Date: October 21, 2021
Supersedes: February 21, 1986

DEPARTMENT OF WATER

County of Kaua'i

"Water has no Substitute – Conserve It!"

MANAGER'S REPORT No. 22-31

October 21, 2021

Re: Discussion and Possible Action to approve the Conveyance of Water Facility from the Kulana Association of Apartment Owners, for the Kulana Subdivision Onsite Water System Phase 2; TMK: (4) 4-3-011:001; Kapa'a, Kaua'i, Hawai'i.

RECOMMENDATION:

It is recommended that the Board approve the Conveyance of Water Facility (COWF) whereby the Kulana Association of Apartment Owners transfer unto the Board of Water Supply, County of Kaua'i, all of its right, title and interest to the water facilities, in place complete, identified in "Exhibit A" of the subject agreement.

FUNDING: N/A.

BACKGROUND:

The Kulana Subdivision development installed new water facilities and appurtenances in accordance with the Board of Water Supply's rules and regulation, standards and policies. The development is in the final process of attaining a certificate of completion.

OPTIONS:

Option 1: Approve the Conveyance of Water Facility agreement.

Pros: The facilities will be transferred to the Board of Water Supply, the project will move to closure and water service will be provided by the DOW.

Cons: None.

Option 2: Do not approve the Conveyance of Water Facility agreement.

Pros: None

Cons: The project will not be accepted and water service will not be provided.

Attachments: Conveyance of Water Facility – Kulana Subdivision Onsite; TMK: (4) 4-3-011:001, Kapa'a, Kaua'i, Hawai'i

Mgrrp/October 2021/22-31/ Discussion and Possible Action to approve the Conveyance of Water Facility from the Kulana Association of Apartment Owners, for the Kulana Subdivision Onsite Water System Phase 2; TMK: (4) 4-3-011:001; Kapa'a, Kaua'i, Hawaii (10/21/21)

LAND COURT SYSTEM

REGULAR SYSTEM

After Recordation Return By: MAIL [XX] Pickup []
TO:

DEPARTMENT OF WATER
4938 PUA LOKE STREET
LĪHU'E, KAUA'I HAWAI'I 96766

CONVEYANCE OF WATER FACILITY
for
TMK: (4) 4 - 3 - 011 - 001

KNOW ALL MEN BY THESE PRESENTS:

In compliance with the Rules and Regulations of the Department of Water, County of Kaua'i, State of Hawai'i, and in consideration of the water supply, service and maintenance hereafter to be provided by said department, the Kulana Association of Apartment Owners, an unincorporated condominium association herein called the "OWNER", whose principal place of business and mailing address mailing address is 2970 Haleko Road, Suite 205, Līhu'e, Kaua'i, Hawai'i 96766 does hereby convey and transfer unto the **BOARD OF WATER SUPPLY, COUNTY OF KAUA'I**, HEREIN CALLED THE "BOARD", whose mailing address is, 4398 Pua Loke Steet, Līhu'e, Kaua'i, Hawai'i 96766 for: **Tax Map Key No. (TMK): (4) - 4 - 3 - 011 - 001 District: Kapa'a. PROJECT NAME: Kulana Subdivision Onsite Water System, Phase 2, SUBDIVISION NO.: S-99-49**, all of its right, title and interest in and to: the Kulana Subdivision Onsite Water System, Phase 2 as shown on the improvement plans approved by the Manager and Chief Engineer on July 11, 2019 and as more particularly described in Exhibit "A" which is attached and incorporated by reference into this conveyance.

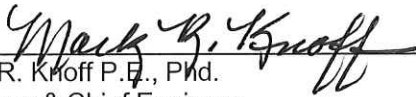
The "OWNER" covenants with the "BOARD", its successors and assigns, that it is the lawful owner of the facilities above conveyed and that the same is free and clear of all liens and claims and that it will hold said "BOARD" free and clear of all claims against said facilities of all persons whomsoever.

This conveyance may be executed in counterparts. Each counterpart shall be executed by one or more parties hereinbefore named and the several counterparts shall constitute one instrument to the same effect as though the signatures of all the parties are upon the same document.

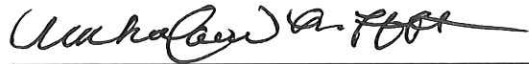
IN WITNESS WHEREOF, APPLICANT has executed this CONVEYANCE this _____ day of _____.

APPROVED:

**APPROVED AS TO FORM
AND LEGALITY:**



Mark R. Kroff P.E., Ph.D.
Manager & Chief Engineer
Department of Water, County of Kaua'i



Mahealani M. Krafft
Deputy County Attorney

ACCEPTED:
BOARD OF WATER
SUPPLY, COUNTY OF
KAUAI

By: Gregory Kamm
Its: Chairperson

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

On this ____ day of _____, 2021 in the 5th Circuit, State of Hawai'i, before me personally appeared **Gregory Kamm**, who is personally known to me or whose identity I proved on the basis of satisfactory evidence, who being by me duly sworn or affirmed, did say that such person is the **Chairperson** for the **Board of Water Supply, County of Kaua'i** executed **Conveyance of Water Facilities** for **TMK: (4) 4 - 3 - 0 1 1 : 0 0 1**; dated ____ and consisting of 6 pages at the time of notarization, as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Notary Public, State of Hawai'i
Name of Notary: Mary-jane Akuna
My Commission expires: March 30,
2022

(Affix Seal)

OWNER:

Kulana Association of Apartment Owners,
an unincorporated condominium association

Brad Rockwell

By: Brad Rockwell
Its: President

GRANTOR

STATE OF Hawaii)
) ss
COUNTY OF Kauai)

On this 20th day of September, 2021, before me appeared Brad Rockwell who is personally known to me or whose identity I proved on the basis of satisfactory evidence, being by me duly sworn, did say that he is the President of the Kulana Association of Apartment Owners, an unincorporated condominium association and that said instrument was signed on behalf of said unincorporated condominium association and he acknowledged said instrument to be the free act and deed of said unincorporated condominium association.



Notary Public, State of Hawaii
Name of Notary: Joel C. Grooms (Affix Seal)
My Commission expires: 16 October 2023



Date: undated # Pages: 6
Name: Joel C. Grooms 5th Circuit
Doc. Description: Conveyance of water facility

Joel C. Grooms
Notary Signature
NOTARY CERTIFICATION
10/16/2023
my commission expires

OWNER:

Kulana Association of Apartment Owners,
an unincorporated condominium association

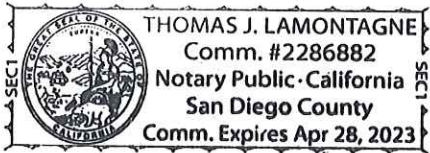
Mark Sullivan

By: Mark Sullivan

Its: Treasurer

STATE OF CA)
) ss
COUNTY OF San Diego)

On this 13 day of September, 2021 before me appeared Mark Sullivan who is personally known to me or whose identity I proved on the basis of satisfactory evidence, being by me duly sworn, did say that he is the Treasurer of the Kulana Association of Apartment Owners, an unincorporated condominium association and that said instrument was signed on behalf of said unincorporated condominium association and he acknowledged said instrument to be the free act and deed of said unincorporated condominium association.



Thomas J. Lamontagne
Notary Public, State of California
Name of Notary: Thomas J Lamontagne (Affix Seal)
My Commission expires: 04/28/2023

EXHIBIT "A"

Kulana Subdivision Roadways & Onsite Water System Phase II

Quantity	Unit	Description
9715	LF	6-inch CL 52 DIP Waterline, in place complete
12	EA	6-inch Gate Valve, Including CI Valve Box & Cover
2	EA	12-inch Gate Valve, Including CI Valve Box & Cover
12	EA	1-inch Copper Air Relief Valve Assembly, in place complete
4	EA	2-1/2" Cleanout, in place complete
24	EA	Fire Hydrant Assembly w/1-4 1/2" & 1-2 1/2" Outlet, in place complete
24	EA	6-inch Gate Valve, Including CI Valve Box & Cover for Fire Hydrant
1	EA	6" Blowoff Assembly
16	EA	1-inch Copper Single Service Lateral for 5/8" Water Meter, in place complete
9	EA	1 1/2-inch Copper Double Service Lateral for 5/8-inch Water Meter, in place complete
1	EA	2-inch Copper Triple Service Lateral for 5/8-inch Water Meter, in place complete

Notes:

- 1) All items are "in-place" and "complete"
- 2) Appurtenances include all miscellaneous fittings

DEPARTMENT OF WATER

County of Kaua'i

"Water has no Substitute – Conserve It!"

MANAGER'S REPORT No. 22-32

October 21, 2021

Re: Discussion and Possible Action to approve a Grant of Easement agreement from Kulana Association of Apartment Owners, for Kulana Subdivision Onsite Water System, Phase 2, S-99-49; TMK: (4) 4-3-011:001, Kapa'a, Kaua'i, Hawai'i

RECOMMENDATION:

It is recommended that the Board approve the Grant of Easement agreement; whereby, the above landowner, grant to the Board of Water Supply, County of Kaua'i, easement "AU-20" on, over and under that certain parcel of land located TMK: (4) 4-3-011:001 as specified above in Kapa'a, Kaua'i, Hawai'i, for the following work:

1. Reading of water meters and for the construction, installation, re-installation, maintenance, repair, and removal of potable water pipelines and related meters, valves, and other associated waterworks facility improvements and appurtenances.

Further, the GRANTEE shall indemnify and save the GRANTOR harmless from and against all damage to the GRANTOR's property and all liability for injury to or the death of persons when such damage, injury, or death is caused by the negligence of the GRANTEE, its officers, agents and employees while using the easement area.

FUNDING: N/A.

BACKGROUND:

As part of the subject project, the above owner installed potable water pipelines and service laterals, meters, valves and other associated waterworks appurtenances. The water facilities are on private property which requires an easement in favor of Department of Water for meter reading and future maintenance and repair.

OPTIONS

Option 1: Approve the Grant of Easement Agreement.

Pro: The project will be completed as designed and accepted by the Department and water service will be able to be available with a project certification completion.

Con: None.

Option 2: Do not approve the Grant of Easement Agreement.

Pro: None.

Con: The project will not be completed as designed and accepted by the Department and water service will not be able to be provided.

Attachment: Grant of Easement "AU-20" – Kulana Association of Apartment Owners, TMK: (4) 4-3-011:001, Kapa'a, Kaua'i, Hawai'i

Mgrp/October 2021/22-32/ Discussion and Possible Action to approve a Grant of Easement agreement from Kulana Association of Apartment Owners, for Kulana Subdivision Onsite Water System, Phase 2, S-99-49; TMK: (4) 4-3-011:001, Kapa'a, Kaua'i, Hawai'i

LAND COURT SYSTEM

REGULAR SYSTEM

After Recordation Return By: MAIL [XX] Pickup []

TO:

DEPARTMENT OF WATER
4398 PUA LOKE STREET
LĪHU'E, KAUA'I, HAWAI'I 96766

GRANT OF EASEMENT
for
TMK: (4) 4 - 3 - 011 - 001

THIS INDENTURE is made on this _____ day of _____, _____,
between the **KULANA ASSOCIATION OF APARTMENT OWNERS**, an unincorporated Condominium
Association whose principal place of business and mailing address is: 2970 Haleko Road, Suite 205, Līhu'e,
Kaua'i, Hawai'i, 96766 (hereafter individually or collectively "GRANTOR") and the **BOARD OF WATER**
SUPPLY, COUNTY OF KAUA'I, whose mailing address is 4398 Pua Loke Street, Līhu'e, Kaua'i, Hawai'i
96766 (hereafter "GRANTEE");

WITNESSETH:

THAT IN CONSIDERATION of the sum of one dollar (\$1.00) paid by the GRANTEE to the GRANTOR, the receipt
of which is acknowledged, and the covenants contained in this grant of easement to be performed by the
GRANTEE, the GRANTOR does hereby grant, bargain, sell and convey to the GRANTEE an easement in
perpetuity on, over, and under that certain parcel of land located generally at Kapa'a District, Kaua'i, Hawai'i, **Tax**
Map Key No. (TMK) (4) - 4 - 3 - 011 - 001; PROJECT NAME: Kulana Subdivision Onsite Water System, Phase 2,
SUBDIVISION NO.: S-99-49, and more particularly described in Exhibit "A", which is attached and incorporated by
reference into this grant of easement (hereafter "easement area").

This easement is granted for the reading of water meters and for the construction, installation, re-installation, maintenance, repair, and removal of potable water pipelines and related meters, valves, and other associated waterworks facility improvements and appurtenances. The GRANTEE is further allowed the right of ingress and egress at any time to, from, and through the easement area, with or without vehicles or equipment, as the GRANTEE deems necessary for the proper operation of its water system.

TO HAVE AND TO HOLD the same unto the GRANTEE forever; provided that should the GRANTEE cease to use the easement area for the purposes described for a continuous period of two (2) calendar years, this easement shall terminate and the interest granted shall immediately and without the GRANTOR's re-entry revert to the GRANTOR. In such an event, this easement shall cease to exist by operation of the GRANTEE's non-use, without any necessary action on the GRANTOR's part.

AND IN FURTHER CONSIDERATION of the rights granted to the GRANTEE the benefits accruing to the GRANTOR under this easement, the GRANTOR and GRANTEE further covenant, agree, and promise as follows:

1. That should the GRANTEE disturb in any way the ground which is the subject of the easement area, the GRANTEE shall at its own expense restore the ground to its original condition to the extent that such restoration is reasonable;
2. That the GRANTEE shall indemnify and save the GRANTOR harmless from and against all damage to the GRANTOR's property and all liability for injury to or the death of persons when such damage, injury, or death is caused by the negligence of the GRANTEE, its officers, agents and employees while using the easement area;
3. That the GRANTEE shall not assign its rights under this easement without the prior written consent of the GRANTOR; provided that the GRANTEE may assign its rights to a successor of the GRANTEE duly created by law;
4. That should the GRANTOR's development plans require that the easement area and/or waterworks facility improvements within, on, or under the easement area be re-located, the GRANTOR will, at the GRANTOR's own expense and pursuant to the GRANTEE's instructions and specifications, re-locate the affected easement area and waterworks facility improvements and appurtenances without interruption of the GRANTEE's services;
5. That the GRANTOR shall at no time erect any building foundation of any kind below the surface of the land which is the subject of the easement area or any building or structure of any kind (other than roads, sidewalks, curbs or similar appurtenances) on the surface of the land which is the subject of the easement area unless the GRANTOR receives the prior written consent of the GRANTEE.

Only lawn grass shall be planted within three (3) feet of all meter boxes, fire hydrants, and other waterworks facility improvements and appurtenances. No trees with aggressive root systems shall be planted within twenty (20) feet of all meter boxes, fire hydrants, and other waterworks facility improvements and appurtenances.

This Paragraph No. 5, though, shall not prevent the GRANTOR from crossing over, constructing, and maintaining roadways within the easement area or laying, operating, maintaining, repairing, or removing conduits and drains which do not interfere with the exercise of the GRANTEE's rights under this easement; and


6. That the GRANTOR covenants with the GRANTEE that the GRANTOR is the lawful owner of the land which is the subject of this easement area, that the GRANTOR has good right and title to grant this easement, and that the GRANTOR will warrant and defend the same unto the GRANTEE against the claims and demands of all persons.

When used within this document the term "GRANTOR" shall mean the singular and plural, masculine and feminine, and natural persons, trustees, corporations, partnerships, limited partnerships, sole proprietorships and other forms of business entities. The term shall also mean the GRANTOR's or GRANTORS' estates, heirs, personal representatives, successors, successors-in-trust and assigns.

IT IS FURTHER MUTUALLY AGREED that the terms of this easement shall be binding upon and inure to the benefit of all the parties to this document and that all covenants and obligations undertaken by two or more persons shall be deemed to be joint and several unless a contrary intention is clearly expressed in this document.

This Grant of Easement may be executed in counterparts. Each counterpart shall be executed by one or more parties hereinbefore named and the several counterparts shall constitute one instrument to the same effect as though the signatures of all the parties are upon the same document.

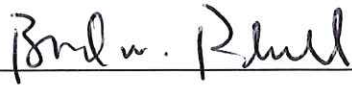
APPROVED:




Manager and Chief Engineer
Department of Water, County of Kaua'i

OWNER:

Kulana Association of Apartment Owners,
an unincorporated condominium association



By: Brad Rockwell
Its: President
GRANTOR



By: Mark Sullivan
Its: Treasurer
GRANTOR

**APPROVED AS TO FORM
AND LEGALITY:**



Mahealani M. Krafft
Deputy County Attorney

ACCEPTED:

**BOARD OF WATER
SUPPLY, COUNTY OF
KAUA'I**

By: Gregory Kamm
Its: Chairperson
GRANTEE

STATE OF HAWAII)
) ss.
COUNTY OF KAUAI)

On this ____ day of _____, 2021 in the 5th Circuit, State of Hawaii, before me personally appeared **Gregory Kamm**, who is personally known to me or whose identity I proved on the basis of satisfactory evidence, who being by me duly sworn or affirmed, did say that such person is the **Chairperson** for the **Board of Water Supply, County of Kauai** executed **Conveyance of Water Facilities** for **TMK: (4) 4 - 3 - 0 1 1 : 0 0 1**; dated ____ and consisting of 49 pages at the time of notarization, as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Notary Public, State of Hawaii
Name of Notary: Mary-jane Akuna
My Commission expires: March 30,
2022

(Affix Seal)

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

On this 20th day of September, 20 , before me appeared Brad Rockwell who is personally known to me or whose identity I proved on the basis of satisfactory evidence, being by me duly sworn, did say that he is the President of the Kulana Association of Apartment Owners, an unincorporated condominium association and that said instrument was signed on behalf of said unincorporated condominium association and he acknowledged said instrument to be the free act and deed of said unincorporated condominium association.



Joel C. Groomes
Notary Public, State of Hawaii
Name of Notary: Joel C. Groomes (Affix Seal)
My Commission expires: 16 October 2023

Date: undated # Pages: 49
Name: Joel C. Groomes 5th Circuit
Doc. Description: Grant of easement

Joel C. Groomes
Notary Signature

NOTARY CERTIFICATION
10/16/2023
my Commission expires



EXHIBIT "A"

6. 208° 50'

44.00

feet along Easement AU-41 (Lot 19, Kūlana Subdivision), to the point of beginning and containing an area of 0.637 Acre.



DESCRIPTION PREPARED BY:
ESAKI SURVEYING & MAPPING, INC.

A handwritten signature in black ink, appearing to read "Dennis M. Esaki".

Dennis M. Esaki
Licensed Professional Land Surveyor
Certificate Number 4383

Lihue, Hawaii
July 2020

EASEMENT AU-41

44.00 Feet Wide

(for Pedestrian and Vehicular Access and Utility purposes)

LAND SITUATED AT KAPAA, KAWAIHAU, KAUAI, HAWAII

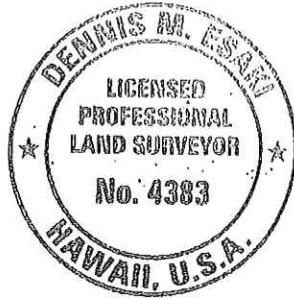
Being Portion of Lot 19, Kūlana Subdivision

Being also Portion of Grant 5266 to Rufus P. Spalding

Beginning at the North corner of this parcel of land, at the corner of Lots 8 and 18, Kūlana Subdivision, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 8,143.34 feet North and 4,821.37 feet East, thence running by azimuths measured clockwise from True South:

- | | | | |
|----|----------|--------|---|
| 1. | 298° 50' | 291.10 | feet along Lots 8 and 9, Kūlana Subdivision; |
| 2. | 28° 50' | 44.00 | feet along Easement AU-20 (Lot 19, Kūlana Subdivision); |
| 3. | 118° 50' | 193.10 | feet along the remainder of Lot 19, Kūlana Subdivision; |
| | | | thence along the remainder of Lot 19, Kūlana Subdivision, on a curve to the left with a radius of 20.00 feet, the chord azimuth and distance being: |
| 4. | 73° 50' | 28.28 | feet; |
| 5. | 28° 50' | 20.00 | feet along the remainder of Lot 19, Kūlana Subdivision; |
| 6. | 118° 50' | 52.00 | feet along the remainder of Lot 19, Kūlana Subdivision; |
| 7. | 208° 50' | 20.00 | feet along the remainder of Lot 19, Kūlana Subdivision; |
| | | | thence along the remainder of Lot 19, Kūlana Subdivision, on a curve to the left with a radius of 20.00 feet, the chord azimuth and distance being: |
| 8. | 163° 50' | 28.28 | feet; |

9. 118° 50' 6.00 feet along the remainder of Lot 19, Kūlana Subdivision;
10. 208° 50' 44.00 feet along Lot 18, Kūlana Subdivision, to the point of beginning and containing an area of 0.346 Acre.



DESCRIPTION PREPARED BY:
ESAKI SURVEYING & MAPPING, INC.

A handwritten signature in black ink, appearing to read "Dennis M. Esaki", written over a horizontal line.

Dennis M. Esaki
Licensed Professional Land Surveyor
Certificate Number 4383

Lihue, Hawaii
July 2020

EASEMENT AU-48

(for Pedestrian and Vehicular Access and Utility purposes)

LAND SITUATED AT KAPAA, KAWAIHAU, KAUAI, HAWAII

Being Portion of Lots 1, 2, and 3, Kūlana Subdivision
Being also Portion of Grant 5266 to Rufus P. Spalding

Beginning at the Northeast corner of this parcel of land, the coordinates of said point of beginning referred to Government-Survey Triangulation Station "NONOU" being 9,582.97 feet North and 2,120.70 feet East, thence running by azimuths measured clockwise from True South:

- along the remainder of Lot 3, Kūlana Subdivision, on a curve to the left with a radius of 162.00 feet, the chord azimuth and distance being:
- | | | | |
|----|----------------|--------|--|
| 1. | 341° 10' 10" | 75.79 | feet; |
| | | | thence along the remainder of Lot 3, Kūlana Subdivision, on a curve to the left with a radius of 20.00 feet, the chord azimuth and distance being: |
| 2. | 103° 38' 02.5" | 27.79 | feet; |
| | | | thence along the remainder of Lot 3, Kūlana Subdivision, on a curve to the left with a radius of 188.00 feet, the chord azimuth and distance being: |
| 3. | 54° 36' 17.5" | 32.91 | feet; |
| | | | thence along the remainder of Lot 3, Kūlana Subdivision, on a curve to the right with a radius of 252.00 feet, the chord azimuth and distance being: |
| 4. | 68° 16' | 161.45 | feet; |
| 5. | 86° 57' | 73.32 | feet along the remainder of Lot 3, Kūlana Subdivision; |

thence along the remainder of Lot 3, Kūlana Subdivision, and Lot 2, Kūlana Subdivision, on a curve to the right with a radius of 312.00 feet, the chord azimuth and distance being:

- | | | | |
|-----|--------------|---------|---|
| 6. | 110° 26' | 248.65' | feet; |
| 7. | 133° 55' | 70.57 | feet along the remainder of Lot 2, Kūlana Subdivision; |
| | | | thence along the remainder of Lot 2, Kūlana Subdivision, and Lot 1, Kūlana Subdivision, on a curve to the right with a radius of 262.00 feet, the chord azimuth and distance being: |
| 8. | 149° 25' | 140.03 | feet; |
| 9. | 164° 55' | 65.23 | feet along the remainder of Lot 1, Kūlana Subdivision; |
| 10. | 160° 38' | 124.94 | feet along Lot 1, Kūlana Subdivision; |
| | | | thence along Lot 1, Kūlana Subdivision, on a curve to the left with a radius of 112.00 feet, the chord azimuth and distance being: |
| 11. | 135° 11' 30" | 96.23 | feet; |
| 12. | 109° 45' | 90.09 | feet along Lot 1, Kūlana Subdivision, and the remainder of Lot 1, Kūlana Subdivision; |
| 13. | 99° 29' | 153.20 | feet along the remainder of Lot 1, Kūlana Subdivision; |
| | | | thence along the remainder of Lot 1, Kūlana Subdivision, on a curve to the left with a radius of 88.00 feet, the chord azimuth and distance being: |
| 14. | 53° 54' | 125.71 | feet; |

15.	8° 19'	65.88	feet along the remainder of Lot 1, Kūlana Subdivision;
16.	98° 19'	44.00	feet along the remainder of Lot 1, Kūlana Subdivision;
			thence along the remainder of Lot 1, Kūlana Subdivision, on a curve to the left with a radius of 20.00 feet, the chord azimuth and distance being:
17.	78° 04'	13.84	feet;
18.	57° 49'	9.71	feet along the remainder of Lot 1, Kūlana Subdivision;
19.	147° 49'	51.28	feet along the remainder of Lot 1, Kūlana Subdivision;
20.	237° 49'	17.99	feet along the remainder of Lot 1, Kūlana Subdivision;
21.	188° 19'	38.42	feet along the remainder of Lot 1, Kūlana Subdivision;
22.	278° 19'	23.43	feet along the remainder of Lot 1, Kūlana Subdivision;
			thence along the remainder of Lot 1, Kūlana Subdivision, on a curve to the left with a radius of 20.00 feet, the chord azimuth and distance being:
23.	239° 25'	25.12	feet;
			thence along the remainder of Lot 1, Kūlana Subdivision, on a curve to the right with a radius of 132.00 feet, the chord azimuth and distance being:
24.	240° 00'	167.87	feet;
25.	279° 29'	182.88	feet along the remainder of Lot 1, Kūlana Subdivision, and Lot 2, Kūlana Subdivision;

thence along the remainder of Lot 2, Kūlana Subdivision, on a curve to the right with a radius of 222.00 feet, the chord azimuth and distance being:

26. 312° 12' 239.98 feet;

27. 344° 55' 150.62 feet along the remainder of Lot 2, Kūlana Subdivision;

thence along the remainder of Lot 2, Kūlana Subdivision, on a curve to the left with a radius of 218.00 feet, the chord azimuth and distance being:

28. 329° 25' 116.52 feet;

29. 313° 55' 70.57 feet along the remainder of Lot 2, Kūlana Subdivision;

thence along the remainder of Lot 2, Kūlana Subdivision, and Lot 3, Kūlana Subdivision, on a curve to the left with a radius of 268.00 feet, the chord azimuth and distance being:

30. 290° 26' 213.59 feet;

31. 266° 57' 73.32 feet along the remainder of Lot 3, Kūlana Subdivision;

thence along the remainder of Lot 3, Kūlana Subdivision, on a curve to the left with a radius of 208.00 feet, the chord azimuth and distance being:

32. 248° 16' 133.26 feet;

thence along the remainder of Lot 3, Kūlana Subdivision, on a curve to the right with a radius of 232.00 feet, the chord azimuth and distance being:

33. 236° 32' 36" 56.23 feet;

thence along the remainder of Lot 3, Kūlana Subdivision, on a curve to the left with a radius of 20.00 feet, the chord azimuth and distance being:

34.209° 06' 01" 22.60

feet to the point of beginning and containing an area of 71,966 Sq. Ft.



DESCRIPTION PREPARED BY:
ESAKI SURVEYING & MAPPING, INC.

A handwritten signature in black ink, appearing to read "Dennis M. Esaki".

Lihue, Hawaii
July 2020

Dennis M. Esaki
Licensed Professional Land Surveyor
Certificate Number 4383

EASEMENT AU-50

(for Pedestrian and Vehicular Access and Utility purposes)

LAND SITUATED AT KAPAA, KAWAIHAU, KAUAI, HAWAII

Being Portion of Lots 6, 15, 17, 18, and 19, Kūlana Subdivision

Being also Portion of Grant 5266 to Rufus P. Spalding

Beginning at the North corner of this parcel of land, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 9,734.54 feet North and 4,287.54 feet East, thence running by azimuths measured clockwise from True South:

1. 318° 24' 47.35 feet along Lot 7, Kūlana Subdivision;
thence along Lot 7, Kūlana Subdivision, on a curve to the right with a radius of 183.00 feet, the chord azimuth and distance being:
2. 326° 16' 30" 50.15 feet;
3. 64° 09' 6.00 feet along Lot 7, Kūlana Subdivision;
4. 334° 09' 97.91 feet along Lot 7, Kūlana Subdivision;
thence along the remainder of Lot 17, Kūlana Subdivision, on a curve to the right with a radius of 182.00 feet, the chord azimuth and distance being:
5. 346° 40' 30" 78.94 feet;
6. 359° 35' 2.57 feet along the remainder of Lot 17, Kūlana Subdivision;
thence along the remainder of Lot 17, Kūlana Subdivision, on a curve to the right with a radius of 122.00 feet, the chord azimuth and distance being:
7. 16° 17' 116.49 feet;
8. 44° 48' 307.60 feet along the remainder of Lot 17, Kūlana Subdivision;

9.	44° 13'	62.51	feet along the remainder of Lot 17, Kūlana Subdivision;
			thence along the remainder of Lot 17, Kūlana Subdivision, on a curve to the left with a radius of 128.00 feet, the chord azimuth and distance being:
10.	0° 41'	176.33	feet;
11.	317° 09'	114.96	feet along the remainder of Lot 17, Kūlana Subdivision;
			thence along the remainder of Lot 17, Kūlana Subdivision, on a curve to the right with a radius of 232.00 feet, the chord azimuth and distance being:
12.	346° 55'	230.36	feet;
13.	16° 41'	225.39	feet along the remainder of Lot 17, Kūlana Subdivision, and along Lot 18, Kūlana Subdivision;
			thence along Lot 18, Kūlana Subdivision, on a curve to the left with a radius of 278.00 feet, the chord azimuth and distance being:
14.	358° 26'	174.12	feet;
15.	340° 11'	397.66	feet along Lot 18 and along the remainder of Lot 18, Kūlana Subdivision;
			thence along the remainder of Lot 18, Kūlana Subdivision, on a curve to the left with a radius of 218.00 feet, the chord azimuth and distance being:
16.	301° 38'	271.71	feet;
17.	263° 05'	106.60	feet along the remainder of Lot 18, Kūlana Subdivision;

		thence along the remainder of Lot 19, Kūlana Subdivision, on a curve to the right with a radius of 277.00 feet, the chord azimuth and distance being:
18. 295° 46'	299.16	feet;
19. 328° 27'	63.71	feet along the remainder of Lot 19, Kūlana Subdivision;
		thence along the remainder of Lot 19, Kūlana Subdivision, on a curve to the left with a radius of 253.00 feet, the chord azimuth and distance being:
20. 305° 33'	196.90	feet;
21. 282° 39'	37.68	feet along the remainder of Lot 19, Kūlana Subdivision;
		thence along the remainder of Lot 19, Kūlana Subdivision, on a curve to the left with a radius of 218.00 feet, the chord azimuth and distance being:
22. 269° 09'	101.78	feet;
		thence along the remainder of Lot 19, Kūlana Subdivision, on a curve to the right with a radius of 162.00 feet, the chord azimuth and distance being:
23. 283° 23'	150.78	feet;
24. 311° 07'	113.26	feet along the remainder of Lot 19, Kūlana Subdivision;
		thence along the remainder of Lot 19, Kūlana Subdivision, on a curve to the left with a radius of 218.00 feet, the chord azimuth and distance being:
25. 304° 58'	46.71	feet;

			thence along the remainder of Lot 19, Kūlana Subdivision, on a curve to the left with a radius of 20.00 feet, the chord azimuth and distance being:
26.	246° 17'	31.75	feet;
27.	193° 45'	17.50	feet along the remainder of Lot 19, Kūlana Subdivision;
28.	283° 45'	52.00	feet along the remainder of Lot 19, Kūlana Subdivision;
29.	13° 45'	15.79	feet along the remainder of Lot 19, Kūlana Subdivision;
			thence along the remainder of Lot 19, Kūlana Subdivision, on a curve to the left with a radius of 20.00 feet, the chord azimuth and distance being:
30.	317° 27' 30"	33.27	feet;
31.	261° 10'	90.65	feet along the remainder of Lot 19, Kūlana Subdivision;
32.	351° 10'	44.00	feet along Lot 20, Kūlana Subdivision;
33.	78° 31'	95.41	feet along the remainder of Lot 19, Kūlana Subdivision;
			thence along the remainder of Lot 19, Kūlana Subdivision, on a curve to the right with a radius of 262.00 feet, the chord azimuth and distance being:
34.	110° 32'	184.22	feet;
35.	131° 07'	113.26	feet along the remainder of Lot 19, Kūlana Subdivision;

			thence along the remainder of Lot 19, Kūlana Subdivision, on a curve to the left with a radius of 118.00 feet, the chord azimuth and distance being:
36.	103° 23'	109.82	feet;
			thence along the remainder of Lot 19, Kūlana Subdivision, on a curve to the right with a radius of 262.00 feet, the chord azimuth and distance being:
37.	89° 09'	122.33	feet;
38.	102° 39'	37.68	feet along the remainder of Lot 19, Kūlana Subdivision;
			thence along the remainder of Lot 19, Kūlana Subdivision, on a curve to the right with a radius of 297.00 feet, the chord azimuth and distance being:
39.	125° 33'	231.14	feet;
40.	148° 27'	63.71	feet along the remainder of Lot 19, Kūlana Subdivision;
			thence along the remainder of Lot 19, Kūlana Subdivision, and along Lot 18, Kūlana Subdivision, on a curve to the left with a radius of 233.00 feet, the chord azimuth and distance being:
41.	115° 46'	251.64	feet;
42.	83° 05'	106.60	feet along the remainder of Lot 18, Kūlana Subdivision;
			thence along the remainder of Lot 18, Kūlana Subdivision, on a curve to the right with a radius of 262.00 feet, the chord azimuth and distance being:
43.	121° 38'	326.56	feet;

44. 160° 11'	397.66	feet along the remainder of Lot 18, Kūlana Subdivision, Lot 16, Kūlana Subdivision, and the remainder of Lot 15, Kūlana Subdivision; thence along the remainder of Lot 15, Kūlana Subdivision, on a curve to the right with a radius of 322.00 feet, the chord azimuth and distance being:
45. 178° 26'	201.68	feet;
46. 196° 41'	208.30	feet along the remainder of Lot 15, Kūlana Subdivision, and the remainder of Lot 17, Kūlana Subdivision; thence along the remainder of Lot 17, Kūlana Subdivision, on a curve to the left with a radius of 218.00 feet, the chord azimuth and distance being:
47. 166° 54' 30"	216.52	feet;
48. 137° 08'	98.28	feet along the remainder of Lot 17, Kūlana Subdivision; thence along the remainder of Lot 17, Kūlana Subdivision, and the remainder of Lot 6, Kūlana Subdivision, on a curve to the right with a radius of 172.00 feet, the chord azimuth and distance being:
49. 180° 58'	238.24	feet;
50. 224° 48'	62.20	feet along the remainder of Lot 6, Kūlana Subdivision;
51. 224° 14'	308.63	feet along Lot 6 and the remainder of Lot 6, Kūlana Subdivision;

thence along the remainder of Lot 6, Kūlana Subdivision, and the remainder of Lot 17, Kūlana Subdivision, on a curve to the left with a radius of 78.00 feet, the chord azimuth and distance being:

52. 191° 04' 85.34

feet;

53. 157° 54' 148.37

feet along the remainder of Lot 17, Kūlana Subdivision;

thence along the remainder of Lot 17, Kūlana Subdivision, on a curve to the left with a radius of 78.00 feet, the chord azimuth and distance being:

54. 148° 09' 26.42

feet;

55. 138° 24' 58.28

feet along the remainder of Lot 17, Kūlana Subdivision;

56. 228° 24' 56.00

feet along Lot 5, Kūlana Subdivision, to the point of beginning and containing an area of 172,813 Sq. Ft.



DESCRIPTION PREPARED BY:
ESAKI SURVEYING & MAPPING, INC.

A handwritten signature in black ink, appearing to read "Dennis M. Esaki".

Dennis M. Esaki
Licensed Professional Land Surveyor
Certificate Number 4383

Lihue, Hawaii
July 2020

EASEMENT AU-52

(for Pedestrian and Vehicular Access and Utility purposes)

LAND SITUATED AT KAPAA, KAWAIHAU, KAUAI, HAWAII

Being Portion of Lot 19, Kūlana Subdivision
Being also Portion of Grant 5266 to Rufus P. Spalding

Beginning at the North corner of this parcel of land, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 7,966.03 feet North and 5,052.22 feet East, thence running by azimuths measured clockwise from True South:

- | | | | |
|----|-------------|--------|---|
| 1. | 298° 50' | 87.36 | feet along the remainder of Lot 19, Kūlana Subdivision; |
| | | | thence along the remainder of Lot 19, Kūlana Subdivision, on a curve to the left with a radius of 20.00 feet, the chord azimuth and distance being: |
| 2. | 73° 50' | 28.28 | feet; |
| 3. | 28° 50' | 30.87 | feet along the remainder of Lot 19, Kūlana Subdivision; |
| | | | thence along the remainder of Lot 19, Kūlana Subdivision, on a curve to the left with a radius of 78.00 feet, the chord azimuth and distance being: |
| 4. | 16° 40' | 32.88 | feet; |
| 5. | 4° 30' | 180.65 | feet along the remainder of Lot 19, Kūlana Subdivision; |
| | | | thence along the remainder of Lot 19, Kūlana Subdivision, on a curve to the right with a radius of 147.00 feet, the chord azimuth and distance being: |
| 6. | 31° 28' 30" | 133.36 | feet; |
| 7. | 58° 27' | 20.67 | feet along the remainder of Lot 19, Kūlana Subdivision; |

			thence along the remainder of Lot 19, Kūlana Subdivision, on a curve to the left with a radius of 20.00 feet, the chord azimuth and distance being:
8.	9° 49' 52"	30.01	feet;
			thence along the remainder of Lot 19, Kūlana Subdivision, on a curve to the right with a radius of 253.00 feet, the chord azimuth and distance being:
9.	144° 49' 52"	31.94	feet;
10.	148° 27'	54.65	feet along the remainder of Lot 19, Kūlana Subdivision;
			thence along the remainder of Lot 19, Kūlana Subdivision, on a curve to the left with a radius of 20.00 feet, the chord azimuth and distance being:
11.	283° 27'	28.28	feet;
12.	238° 27'	12.08	feet along the remainder of Lot 19, Kūlana Subdivision;
			thence along the remainder of Lot 19, Kūlana Subdivision, on a curve to the left with a radius of 118.00 feet, the chord azimuth and distance being:
13.	211° 28' 30"	107.05	feet;
14.	184° 30'	147.61	feet along the remainder of Lot 19, Kūlana Subdivision;
			thence along the remainder of Lot 19, Kūlana Subdivision, on a curve to the right with a radius of 262.00 feet, the chord azimuth and distance being:
15.	196° 32' 32"	109.32	feet;

thence along the remainder of Lot 19, Kūlana Subdivision, on a curve to the left with a radius of 20.00 feet, the chord azimuth and distance being:

16. 163° 42' 32"

28.22

feet to the point of beginning and containing an area of 20,274 Sq. Ft.



DESCRIPTION PREPARED BY:
ESAKI SURVEYING & MAPPING, INC.

A handwritten signature in black ink, appearing to read "Dennis M. Esaki", written over a horizontal line.

Dennis M. Esaki
Licensed Professional Land Surveyor
Certificate Number 4383

Lihue, Hawaii
July 2020

EASEMENT AU-53

(for Pedestrian and Vehicular Access and Utility purposes)

LAND SITUATED AT KAPAA, KAWAIHAU, KAUAI, HAWAII

Being Portion of Lots 7, 8, and 9, Kūlana Subdivision
Being also Portion of Grant 5266 to Rufus P. Spalding

Beginning at the Southeast corner of this parcel of land, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 7,879.69 feet North and 5,364.37 feet East, thence running by azimuths measured clockwise from True South:

- | | | | |
|----|----------------|--------|--|
| | | | along Lot 19, Kūlana Subdivision, on a curve to the right with a radius of 538.00 feet, the chord azimuth and distance being: |
| 1. | 104° 00' 21.5" | 87.95 | feet; |
| | | | thence along the remainder of Lot 9, Kūlana Subdivision, on a curve to the left with a radius of 20.00 feet, the chord azimuth and distance being: |
| 2. | 244° 00' 49" | 28.13 | feet; |
| | | | thence along the remainder of Lot 9, Kūlana Subdivision, on a curve to the right with a radius of 162.00 feet, the chord azimuth and distance being: |
| 3. | 212° 10' 59" | 72.06 | feet; |
| 4. | 225° 02' | 138.88 | feet along the remainder of Lot 9, Kūlana Subdivision; |
| | | | thence along the remainder of Lot 9, Kūlana Subdivision, on a curve to the left with a radius of 128.00 feet, the chord azimuth and distance being: |
| 5. | 214° 41' | 45.99 | feet; |
| 6. | 204° 20' | 40.39 | feet along the remainder of Lot 9, Kūlana Subdivision; |

			thence along the remainder of Lot 9, Kūlana Subdivision, on a curve to the left with a radius of 78.00 feet, the chord azimuth and distance being:
7.	183° 57'	54.33	feet;
8.	163° 34'	99.10	feet along the remainder of Lot 9, Kūlana Subdivision;
			thence along the remainder of Lot 9, Kūlana Subdivision, on a curve to the left with a radius of 278.00 feet, the chord azimuth and distance being:
9.	142° 02'	204.08	feet;
10.	120° 30'	227.26	feet along the remainder of Lots 9, Kūlana Subdivision, and remainder of Lot 8, Kūlana Subdivision;
			thence along the remainder of Lot 8, Kūlana Subdivision, (on a curve to the right with a radius of 272.00 feet, the chord azimuth and distance being:
11.	136° 30'	149.95	feet;
12.	152° 30'	179.50	feet along the remainder of Lot 8, Kūlana Subdivision;
			thence along the remainder of Lot 8, Kūlana Subdivision, on a curve to the left with a radius of 228.00 feet, the chord azimuth and distance being:
13.	141° 15'	88.96	feet;
14.	130° 00'	73.69	feet along the remainder of Lot 8, Kūlana Subdivision, and remainder of Lot 7, Kūlana Subdivision;

			thence along the remainder of Lot 7, Kūlana Subdivision, on a curve to the right with a radius of 262.00 feet, the chord azimuth and distance being:
15.	154° 46' 30"	219.59	feet;
16.	179° 33'	120.42	feet along the remainder of Lot 7, Kūlana Subdivision;
			thence along the remainder of Lot 7, Kūlana Subdivision, on a curve to the left with a radius of 218.00 feet, the chord azimuth and distance being:
17.	173° 10'	48.47	feet;
18.	166° 47'	104.76	feet along the remainder of Lot 7, Kūlana Subdivision;
			thence along the remainder of Lot 7, Kūlana Subdivision, on a curve to the right with a radius of 162.00 feet, the chord azimuth and distance being:
19.	192° 43' 06.5"	141.70	feet;
			thence along the remainder of Lot 7, Kūlana Subdivision on a curve to the left with a radius of 20.00 feet, the chord azimuth and distance being:
20.	179° 14' 06.5"	25.40	feet;
21.	319° 49'	87.11	feet along the remainder of Lot 7, Kūlana Subdivision;
			thence along the remainder of Lot 7, Kūlana Subdivision, on a curve to the left with a radius of 20.00 feet, the chord azimuth and distance being:
22.	84° 16' 50"	32.98	feet;

			thence along the remainder of Lot 7, Kūlana Subdivision, on a curve to the left with a radius of 118.00 feet, the chord azimuth and distance being:
23.	7° 45' 50"	84.50	feet;
24.	346° 47'	104.76	feet along the remainder of Lot 7, Kūlana Subdivision;
			thence along the remainder of Lot 7, Kūlana Subdivision, on a curve to the right with a radius of 262.00 feet, the chord azimuth and distance being:
25.	353° 10'	58.26	feet;
26.	359° 33'	120.42	feet along the remainder of Lot 7, Kūlana Subdivision;
			thence along the remainder of Lot 7, Kūlana Subdivision, and remainder of Lot 8, Kūlana Subdivision, on a curve to the left with a radius of 218.00 feet, the chord azimuth and distance being:
27.	334° 46' 30"	182.71	feet;
28.	310° 00'	75.68	feet along the remainder of Lot 8, Kūlana Subdivision;
			thence along the remainder of Lot 8, Kūlana Subdivision, on a curve to the right with a radius of 262.00 feet, the chord azimuth and distance being:
29.	321° 15'	102.23	feet;
30.	332° 30'	164.97	feet along the remainder of Lot 8, Kūlana Subdivision;

			thence along the remainder of Lot 8, Kūlana Subdivision, on a curve to the left with a radius of 218.00 feet, the chord azimuth and distance being:
31.	317° 35'	112.23	feet;
32.	302° 40'	266.55	feet along the remainder of Lot 8, Kūlana Subdivision, and remainder of Lot 9, Kūlana Subdivision;
			thence along the remainder of Lot 9, Kūlana Subdivision, on a curve to the right with a radius of 322.00 feet, the chord azimuth and distance being:
33.	323° 07'	225.01	feet;
34.	343° 34'	99.95	feet along the remainder of Lot 9, Kūlana Subdivision;
			thence along the remainder of Lot 9, Kūlana Subdivision, on a curve to the right with a radius of 122.00 feet, the chord azimuth and distance being:
35.	3° 57'	84.99	feet;
36.	24° 20'	40.39	feet along the remainder of Lot 9, Kūlana Subdivision;
			thence along the remainder of Lot 9, Kūlana Subdivision, on a curve to the right with a radius of 172.00 feet, the chord azimuth and distance being:
37.	34° 41'	61.80	feet;
38.	45° 02'	138.88	feet along the remainder of Lot 9, Kūlana Subdivision;

thence along the remainder of Lot 9, Kūlana Subdivision, on a curve to the left with a radius of 118.00 feet, the chord azimuth and distance being:

39. 34° 29' 00.5" 43.21 feet;

thence along the remainder of Lot 9, Kūlana Subdivision, on a curve to the left with a radius of 20.00 feet, the chord azimuth and distance being:

40. 331° 37' 32" 31.65 feet to the point of beginning and containing an area of 92,718 Sq. Ft.



DESCRIPTION PREPARED BY:
ESAKI SURVEYING & MAPPING, INC.

A handwritten signature in black ink, appearing to read "Dennis M. Esaki".

Dennis M. Esaki
Licensed Professional Land Surveyor
Certificate Number 4383

Lihue, Hawaii
July 2020

EASEMENT AU-54

(for Pedestrian and Vehicular Access and Utility purposes)

LAND SITUATED AT KAPAA, KAWAIHAU, KAUAI, HAWAII

Being Portion of Lots 9, and 10, Kūlana Subdivision
Being also Portion of Grant 5266 to Rufus P. Spalding

Beginning at the South corner of this parcel of land, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 7,906.57 feet North and 5,742.48 feet East, thence running by azimuths measured clockwise from True South:

- | | | | |
|----|--------------|--------|---|
| 1. | 150° 00' | 44.00 | feet along Lot 20, Kūlana Subdivision; |
| 2. | 240° 00' | 177.67 | feet along the remainder of Lot 10, Kūlana Subdivision; |
| | | | thence along the remainder of Lot 10, Kūlana Subdivision, on a curve to the left with a radius of 218.00 feet, the chord azimuth and distance being: |
| 3. | 225° 41' 30" | 107.75 | feet; |
| 4. | 211° 23' | 131.25 | feet along the remainder of Lot 10, Kūlana Subdivision; |
| | | | thence along the remainder of Lot 10, Kūlana Subdivision, on a curve to the left with a radius of 218.00 feet, the chord azimuth and distance being: |
| 5. | 176° 38' | 248.52 | feet; |
| 6. | 141° 53' | 130.74 | feet along the remainder of Lot 10, Kūlana Subdivision; |
| | | | thence along the remainder of Lot 10, Kūlana Subdivision, on a curve to the right with a radius of 262.00 feet, the chord azimuth and distance being: |
| 7. | 147° 50' | 54.32 | feet; |

8.	153° 47'	68.30	feet along the remainder of Lot 10, Kūlana Subdivision; thence along the remainder of Lot 10, Kūlana Subdivision, (on a curve to the left with a radius of 218.00 feet, the chord azimuth and distance being:
9.	145° 54'	59.80	feet;
10.	138° 01'	49.53	feet along the remainder of Lot 10, Kūlana Subdivision; thence along the remainder of Lot 10, Kūlana Subdivision, and remainder of Lot 9, Kūlana Subdivision, on a curve to the right with a radius of 262.00 feet, the chord azimuth and distance being:
11.	147° 42'	88.14	feet;
12.	157° 23'	105.32	feet along the remainder of Lot 9, Kūlana Subdivision; thence along the remainder of Lot 9, Kūlana Subdivision, on a curve to the left with a radius of 20.00 feet, the chord azimuth and distance being:
13.	116° 48' 01"	26.02	feet; thence along the remainder of Lot 9, Kūlana Subdivision, and along Lot 10, Kūlana Subdivision, on a curve to the left with a radius of 328.00 feet, the chord azimuth and distance being:
14.	249° 16' 53.5"	79.22	feet; thence along the remainder of Lot 10, Kūlana Subdivision, on a curve to the left with a radius of 20.00 feet, the chord azimuth and distance being:
15.	19° 51' 52.5"	27.01	feet;

16. 337° 23'	102.53	feet along the remainder of Lot 10, Kūlana Subdivision;
		thence along the remainder of Lot 10, Kūlana Subdivision, on a curve to the left with a radius of 218.00 feet, the chord azimuth and distance being:
17. 327° 42'	73.34	feet;
18. 318° 01'	49.53	feet along the remainder of Lot 10, Kūlana Subdivision;
		thence along the remainder of Lot 10, Kūlana Subdivision, on a curve to the right with a radius of 262.00 feet, the chord azimuth and distance being:
19. 325° 54'	71.87	feet;
20. 333° 47'	68.30	feet along the remainder of Lot 10, Kūlana Subdivision;
		thence along the remainder of Lot 10, Kūlana Subdivision, on a curve to the left with a radius of 218.00 feet, the chord azimuth and distance being:
21. 327° 50'	45.20	feet;
22. 321° 53'	130.74	feet along the remainder of Lot 10, Kūlana Subdivision;
		thence along the remainder of Lot 10, Kūlana Subdivision, on a curve to the right with a radius of 262.00 feet, the chord azimuth and distance being:
23. 356° 38'	298.68	feet;
24. 31° 23'	131.25	feet along the remainder of Lot 10, Kūlana Subdivision;

thence along the remainder of Lot 10, Kūlana Subdivision, on a curve to the right with a radius of 262.00 feet, the chord azimuth and distance being:

25. 45° 41' 30" 129.50

feet;

26. 60° 00' 177.67

feet along Lot 20, Kūlana Subdivision, to the point of beginning and containing an area of 56,768 Sq. Ft.



DESCRIPTION PREPARED BY:
ESAKI SURVEYING & MAPPING, INC.

A handwritten signature in black ink, appearing to read "Dennis M. Esaki", written over a horizontal line.

Dennis M. Esaki
Licensed Professional Land Surveyor
Certificate Number 4383

Lihue, Hawaii
July 2020

EASEMENT AU-56

(for Pedestrian and Vehicular Access and Utility purposes)

LAND SITUATED AT KAPAA, KAWAIHAU, KAUAI, HAWAII

Being Portion of Lots 14, 16, and 18, Kūlana Subdivision
Being also Portion of Grant 5266 to Rufus P. Spalding

Beginning at the Southeast corner of this parcel of land, on the North side of Roadway Lot 23, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 7,322.86 feet North and 3,769.26 feet East, thence running by azimuths measured clockwise from True South:

1. 112° 28' 112.22 feet along the North side of Roadway Lot 23, Kūlana Subdivision;
thence along the remainder of Lot 14, Kūlana Subdivision, on a curve to the left with a radius of 20.00 feet, the chord azimuth and distance being:
2. 234° 32' 08" 33.90 feet;
thence along the remainder of Lot 14, Kūlana Subdivision, on a curve to the left with a radius of 78.00 feet, the chord azimuth and distance being:
3. 163° 47' 08" 34.61 feet;
4. 150° 58' 119.95 feet along the remainder of Lot 14, Kūlana Subdivision;
thence along the remainder of Lot 14, Kūlana Subdivision, on a curve to the left with a radius of 158.00 feet, the chord azimuth and distance being:
5. 127° 58' 123.47 feet;

thence along the remainder of Lot 14, Kūlana Subdivision, and remainder of Lot 16, Kūlana Subdivision, on a curve to the right with a radius of 102.00 feet, the chord azimuth and distance being:

6.	161° 49'	170.80	feet;
7.	218° 40'	32.30	feet along the remainder of Lot 16, Kūlana Subdivision;
			thence along the remainder of Lot 16, Kūlana Subdivision, on a curve to the right with a radius of 322.00 feet, the chord azimuth and distance being:
8.	243° 56'	274.88	feet;
9.	269° 12'	111.55	feet along the remainder of Lot 16, Kūlana Subdivision;
			thence along the remainder of Lot 16, Kūlana Subdivision, on a curve to the right with a radius of 282.00 feet, the chord azimuth and distance being:
10.	276° 40'	73.29	feet;
11.	284° 08'	109.03	feet along the remainder of Lot 16, Kūlana Subdivision;
12.	272° 23'	123.55	feet along the remainder of Lot 16, Kūlana Subdivision;
			thence along the remainder of Lot 16, Kūlana Subdivision, on a curve to the left with a radius of 328.00 feet, the chord azimuth and distance being:
13.	265° 12' 07"	82.01	feet;

			thence along Lot 16, Kūlana Subdivision, on a curve to the left with a radius of 20.00 feet, the chord azimuth and distance being:
14.	209° 06' 07"	30.15	feet;
15.	340° 11'	57.17	feet along the remainder of Lot 18, Kūlana Subdivision;
			thence along the remainder of Lot 18, Kūlana Subdivision, on a curve to the left with a radius of 262.00 feet, the chord azimuth and distance being:
16.	336° 39' 26.5"	32.23	feet;
			thence along the remainder of Lot 18, Kūlana Subdivision, on a curve to the left with a radius of 20.00 feet, the chord azimuth and distance being:
17.	114° 36' 01"	24.92	feet;
			thence along the remainder of Lot 18, Kūlana Subdivision, and remainder of Lot 16, Kūlana Subdivision, on a curve to the right with a radius of 322.00 feet, the chord azimuth and distance being:
18.	81° 02' 04.5"	55.74	feet;
19.	86° 00'	66.03	feet along the remainder of Lot 16, Kūlana Subdivision;
			thence along the remainder of Lot 16, Kūlana Subdivision, on a curve to the right with a radius of 282.00 feet, the chord azimuth and distance being:
20.	95° 04'	88.88	feet;
21.	104° 08'	140.60	feet along the remainder of Lot 16, Kūlana Subdivision;

			thence along the remainder of Lot 16, Kūlana Subdivision, on a curve to the left with a radius of 238.00 feet, the chord azimuth and distance being:
22.	96° 40'	61.86	feet;
23.	89° 12'	111.55	feet along the remainder of Lot 16, Kūlana Subdivision;
			thence along the remainder of Lot 16, Kūlana Subdivision, on a curve to the left with a radius of 278.00 feet, the chord azimuth and distance being:
24.	63° 56'	237.32	feet;
25.	38° 40'	24.94	feet along the remainder of Lot 16, Kūlana Subdivision;
			thence along the remainder of Lot 16, Kūlana Subdivision, on a curve to the left with a radius of 58.00 feet, the chord azimuth and distance being:
26.	342° 04'	96.84	feet;
27.	285° 28'	16.63	feet along Lot 16, Kūlana Subdivision;
			thence along Lot 16, Kūlana Subdivision, on a curve to the right with a radius of 172.00 feet, the chord azimuth and distance being:
28.	307° 40' 30"	130.02	feet;
29.	329° 53'	175.28	feet along Lot 16, Kūlana Subdivision;
			thence along Lot 16, Kūlana Subdivision, on a curve to the right with a radius of 82.00 feet, the chord azimuth and distance being:
30.	353° 27' 10"	65.58	feet;

thence along Lot 16, Kūlana Subdivision,
on a curve to the left with a radius of 20.00
feet, the chord azimuth and distance
being:

31. 334° 44' 40"

26.91

feet to the point of beginning and
containing an area of 66,519 Sq. Ft.



DESCRIPTION PREPARED BY:
ESAKI SURVEYING & MAPPING, INC.

A handwritten signature in black ink, appearing to read "Dennis M. Esaki".

Dennis M. Esaki
Licensed Professional Land Surveyor
Certificate Number 4383

Lihue, Hawaii
July 2020

EASEMENT AU-57

(for Pedestrian and Vehicular Access and Utility purposes)

LAND SITUATED AT KAPAA, KAWAIIHAU, KAUAI, HAWAII

Being Portion of Lots 13, and 16, Kūlana Subdivision
Being also Portion of Grant 5266 to Rufus P. Spalding

Beginning at the Southeast corner of this parcel of land, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 7,902.85 feet North and 3,917.36 feet East, thence running by azimuths measured clockwise from True South:

- | | | | |
|----|--------------|--------|---|
| | | | along the remainder of Lot 16, Kūlana Subdivision, on a curve to the left with a radius of 282.00 feet, the chord azimuth and distance being: |
| 1. | 95° 45' 27" | 64.41 | feet; |
| 2. | 89° 12' | 27.36 | feet along the remainder of Lot 16, Kūlana Subdivision; |
| | | | thence along the remainder of Lot 16, Kūlana Subdivision, on a curve to the left with a radius of 20.00 feet, the chord azimuth and distance being: |
| 3. | 210° 08' 16" | 34.31 | feet; |
| | | | thence along the remainder of Lot 16, Kūlana Subdivision, on a curve to the left with a radius of 78.00 feet, the chord azimuth and distance being: |
| 4. | 142° 52' 16" | 22.26 | feet; |
| 5. | 134° 40' | 179.55 | feet along the remainder of Lot 16, Kūlana Subdivision; |

			thence along the remainder of Lot 16, Kūlana Subdivision, on a curve to the left with a radius of 218.00 feet, the chord azimuth and distance being:
6.	123° 41'	83.07	feet;
7.	112° 42'	128.40	feet along the remainder of Lot 16, Kūlana Subdivision;
			thence along the remainder of Lot 16, Kūlana Subdivision, on a curve to the right with a radius of 262.00 feet, the chord azimuth and distance being:
8.	131° 47'	171.32	feet;
9.	150° 52'	28.08	feet along the remainder of Lot 16, Kūlana Subdivision;
			thence along the remainder of Lot 16, Kūlana Subdivision, on a curve to the left with a radius of 20.00 feet, the chord azimuth and distance being:
10.	87° 05' 30"	35.88	feet;
11.	23° 19'	147.91	feet along the remainder of Lot 16, Kūlana Subdivision;
12.	160° 11'	64.36	feet along Lot 14, Kūlana Subdivision;
13.	203° 19'	124.91	feet along Lot 13, Kūlana Subdivision;
14.	150° 52'	15.87	feet along the remainder of Lot 13, Kūlana Subdivision;
15.	240° 52'	20.00	feet along the remainder of Lot 13, Kūlana Subdivision;

thence along the remainder of Lot 13, Kūlana Subdivision, and Lot 16, Kūlana Subdivision, on a curve to the left with a radius of 20.00 feet, the chord azimuth and distance being:

16.	195° 52'	28.28	feet;
17.	150° 52'	6.00	feet along the remainder of Lot 13, Kūlana Subdivision;
18.	240° 52'	14.47	feet along the remainder of Lot 13, Kūlana Subdivision;
19.	203° 19'	37.25	feet along Lot 13, Kūlana Subdivision;
20.	330° 52'	158.00	feet along the remainder of Lot 16, Kūlana Subdivision;
			thence along the remainder of Lot 16, Kūlana Subdivision, on a curve to the left with a radius of 218.00 feet, the chord azimuth and distance being:
21.	311° 47'	142.55	feet;
22.	292° 42'	128.40	feet along the remainder of Lot 16, Kūlana Subdivision;
			thence along the remainder of Lot 16, Kūlana Subdivision, on a curve to the right with a radius of 262.00 feet, the chord azimuth and distance being:
23.	303° 41'	99.83	feet;
24.	314° 40'	193.57	feet along the remainder of Lot 16, Kūlana Subdivision;
			thence along the remainder of Lot 16, Kūlana Subdivision, on a curve to the right with a radius of 112.00 feet, the chord azimuth and distance being:
25.	332° 02' 17.5"	66.88	feet;

thence along the remainder of Lot 16, Kūlana Subdivision, on a curve to the left with a radius of 20.00 feet, the chord azimuth and distance being:

26. 315° 51' 44.5"

22.10

feet to the point of beginning and containing an area of 43,113 Sq. Ft.



DESCRIPTION PREPARED BY:
ESAKI SURVEYING & MAPPING, INC.

A handwritten signature in black ink, appearing to read "Dennis M. Esaki", written over a horizontal line.

Dennis M. Esaki
Licensed Professional Land Surveyor
Certificate Number 4383

Lihue, Hawaii
July 2020

KŪLANA CONDOMINIUM (AMENDED)

EASEMENT W-1
(for Water Line purposes)

LAND SITUATED AT KAPAA, KAWAIHAU, KAUAI, HAWAII

Being Portion of Lots 19, and 20, Kūlana Subdivision
Being also Portion of Grant 5266 to Rufus P. Spalding

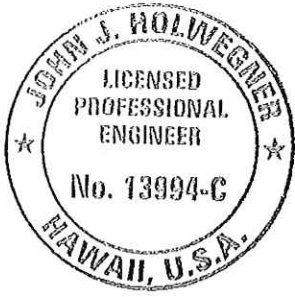
Beginning at the East corner of this parcel of land, on the North side of Roadway Lot 23, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 7,256.28 feet North and 5,848.07 feet East, thence running by azimuths measured clockwise from True South:

			along the North side of Roadway Lot 23, Kūlana Subdivision, on a curve to the right with a radius of 432.00 feet, the chord azimuth and distance being:
1.	49° 03' 38"	15.38	feet;
2.	89° 37'	122.25	feet along the remainder of Lot 20, Kūlana Subdivision, (Limited Common Element for Unit 20E) and remainder of Lot 19, Kūlana Subdivision, (Limited Common Element for Unit 19B);
3.	84° 10'	88.02	feet along the remainder of Lot 19, Kūlana Subdivision, (Limited Common Element for Unit 19B);
4.	179° 57'	10.05	feet along the remainder of Lot 19, Kūlana Subdivision, (Limited Common Element for Unit 19B);
5.	264° 10'	87.50	feet along the remainder of Lot 19, Kūlana Subdivision, (Limited Common Element for Unit 19B);

6. 269° 37'

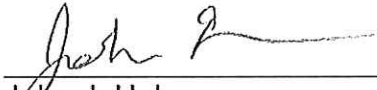
134.39

feet along the remainder of Lot 19, Kūlana Subdivision, (Limited Common Element for Unit 19B) and remainder of Lot 20, Kūlana Subdivision, (Limited Common Element for Unit 20E) to the point of beginning and containing an area of 2,161 Sq. Ft.

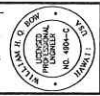


Lihue, Hawaii
August 2018

DESCRIPTION PREPARED BY:
ESAKI SURVEYING & MAPPING, INC.



John J. Holwegner
Licensed Professional Engineer
Certificate Number 13994

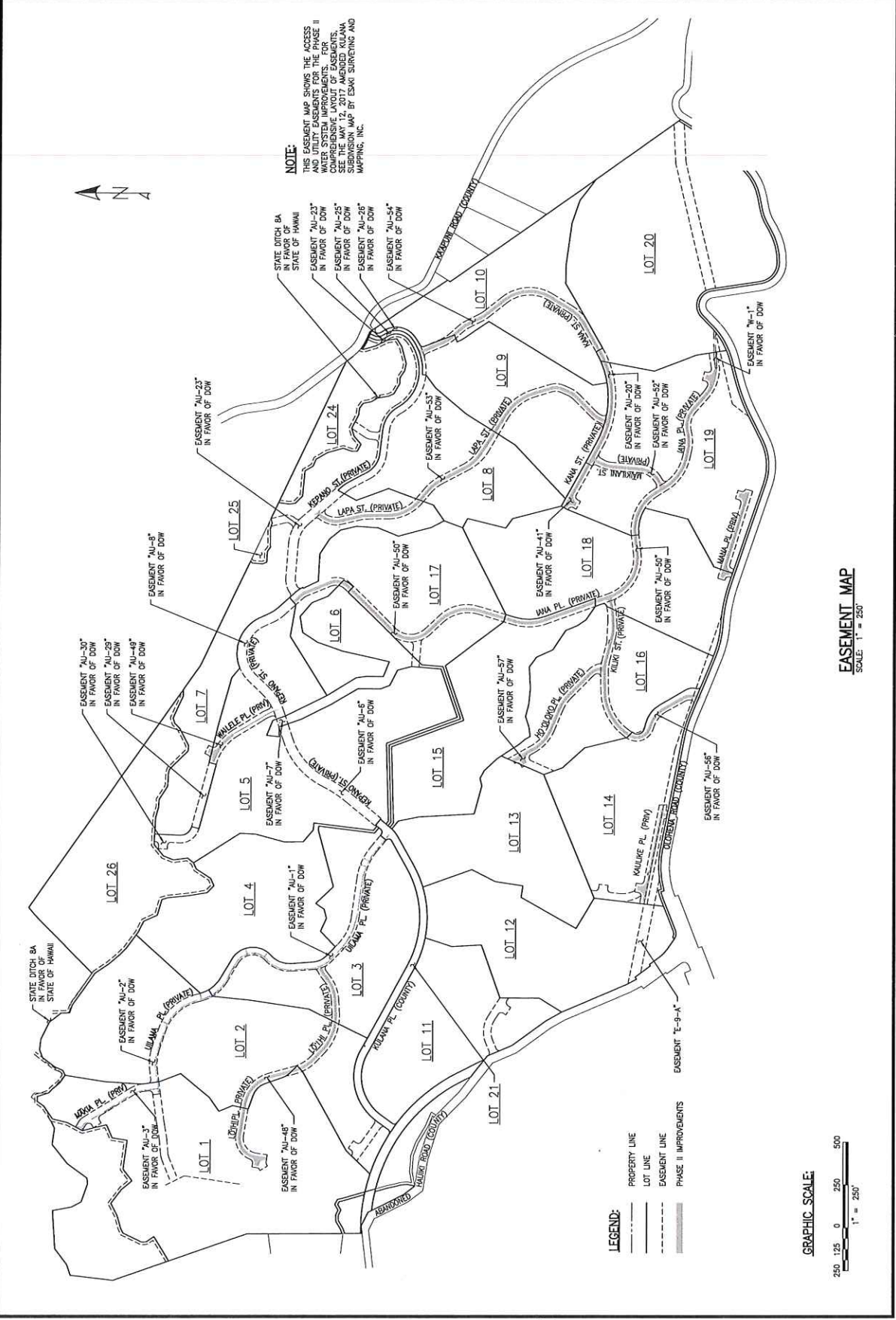


THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION AND I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF HAWAII.
 Date: JULY 2021
 Title: CIVIL ENGINEER
 Project: EASEMENTS MAP #2 - 2021 AMENDED KULANA SUBDIVISION MAP BY EAST SURVEYING AND MAPPING, INC.

EASEMENT MAP
 KULANA SUBDIVISION
 FILE #14-01103
 EAST SURVEYING AND MAPPING, INC.

CIVIL ENGINEERS
 EAST SURVEYING AND MAPPING, INC.
 1515 KEELENA ST., SUITE 101A
 HONOLULU, HI 96813
 TEL: (808) 533-9299
 FAX: (808) 533-9298
 Email: info@eastmapping.com

DATE	DESCRIPTION	BY



Plotter: Mon, 19 Jul 2021 - 10:08 AM By: KIMURA
 File Name: I:\Projects\1455 Kulana\res\1455 Easements Map#2 - 2021 Amended.dwg

DEPARTMENT OF WATER

County of Kaua'i

"Water has no Substitute – Conserve It!"

MANAGER'S REPORT No. 22-33

October 21, 2021

Re: Discussion and Possible Action to approve the Conveyance of Water Facility from the Kulana Association of Apartment Owners, for the Kulana Subdivision Offsite Water System and 0.25 MG Tank; TMK: (4) 4-3-011:001 and (4) 4-4-003:089; Kapa'a, Kaua'i, Hawai'i

RECOMMENDATION:

It is recommended that the Board approve the Conveyance of Water Facility (COWF) whereby the Kulana Association of Apartment Owners transfer unto the Board of Water Supply, County of Kaua'i, all of its right, title and interest to the water facilities, in place complete, identified in "Exhibit A" of the subject agreement.

FUNDING: N/A.

BACKGROUND:

The Kulana Subdivision development installed a new 0.25 MG tank, offsite water facilities and appurtenances in accordance with the Board of Water Supply's rules and regulation, standards and policies. The development is in the final process of attaining a certificate of completion.

OPTIONS:

Option 1: Approve the Conveyance of Water Facility agreement.

Pros: The facilities will be transferred to the Board of Water Supply, the project will move to closure and water service will be provided by the DOW.

Cons: None.

Option 2: Do not approve the Conveyance of Water Facility agreement.

Pros: None

Cons: The project will not be accepted and water service will not be provided.

Attachments: Conveyance of Water Facility – Kulana Subdivision Offsite and 0.25 MG Tank; TMK: (4) 4-3-011:001 and (4) 4-4-003:089, Kapa'a, Kaua'i, Hawai'i

Mgrrp/October 2021/22-33/ Discussion and Possible Action to approve the Conveyance of Water Facility from the Kulana Association of Apartment Owners, for the Kulana Subdivision Offsite Water System and 0.25 MG Tank; TMK: (4) 4-3-011:001 and (4) 4-4-003:089; Kapa'a, Kaua'i, Hawai'i

LAND COURT SYSTEM

REGULAR SYSTEM

After Recordation Return By: MAIL [XX] Pickup []
TO:

DEPARTMENT OF WATER

4398 PUA LOKE STREET

LĪHU'E, KAUA'I, HAWAI'I 96766

CONVEYANCE OF WATER FACILITY

for

TMK: (4) 4 - 3 - 011 - 001 & TMK: (4) 4 - 4 - 003 - 089

KNOW ALL MEN BY THESE PRESENTS:

In compliance with the Rules and Regulations of the Department of Water, County of Kaua'i, State of Hawai'i, and in consideration of the water supply, service and maintenance hereafter to be provided by said department, the Kulana Association of Apartment Owners, an unincorporated condominium association herein called the "OWNER", whose principal place of business and mailing address mailing address is 2970 Haleko Road, Suite 205, Lihue, Kaua'i, Hawai'i 96766 does hereby convey and transfer unto the **BOARD OF WATER SUPPLY, COUNTY OF KAUA'I**, HEREIN CALLED THE "BOARD", whose mailing address is, 4398 Pua Loke Street, Līhu'e, Kaua'i, Hawai'i 96766 for: **Tax Map Key No. (TMK): (4) - 4 - 3 - 011 - 001 & (4) - 4 - 4 - 003 - 089; District: Kapa'a. PROJECT NAME: Kulana Subdivision Offsite Water System & 0.25 MG Tank, SUBDIVISION NO.: S-99-49**, all of its right, title and interest in and to: the Kulana Subdivision Offsite Water System, Phase 1 as shown on the "re-certified" improvement plans approved by the Manager and Chief Engineer on March 5, 2018 and as more particularly described in Exhibit "A" which is attached and incorporated by reference into this conveyance.


The "OWNER" covenants with the "BOARD", its successors and assigns, that it is the lawful owner of the facilities above conveyed and that the same is free and clear of all liens and claims and that it will hold said "BOARD" free and clear of all claims against said facilities of all persons whomsoever.

This Conveyance may be executed in counterparts. Each counterpart shall be executed by one or more parties hereinbefore named and the several counterparts shall constitute one instrument to the same effect as though the signatures of all the parties are upon the same document.

IN WITNESS WHEREOF, APPLICANT has executed this Conveyance this _____ day of _____, _____.

APPROVED:

**APPROVED AS TO FORM
AND LEGALITY:**



Mark R. Knoff P.E., Phd.
Manager & Chief Engineer



Mahealani M. Krafft
Deputy County Attorney

Department of Water, County of Kaua'i

**ACCEPTED:
BOARD OF WATER
SUPPLY, COUNTY OF
KAUA'I**

By: Gregory Kamm
Its: Chairperson

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

On this ____ day of _____, 2021 in the 5th Circuit, State of Hawai'i, before me personally appeared **Gregory Kamm**, who is personally known to me or whose identity I proved on the basis of satisfactory evidence, who being by me duly sworn or affirmed, did say that such person is the **Chairperson** for the **Board of Water Supply, County of Kaua'i** executed **Conveyance of Water Facilities** for **TMK: (4) 4 - 3 - 0 1 1 : 0 0 1 & (4) 4 - 4 - 0 0 3 : 0 8 9** dated _____ and consisting of 6 pages at the time of notarization, as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Notary Public, State of Hawai'i
Name of Notary: Mary-jane Akuna
My Commission expires: March 30,
2022

(Affix Seal)

OWNER:

Kulana Association of Apartment Owners,
 an unincorporated condominium association

Brad Rockwell

By: Brad Rockwell
 Its: President

GRANTOR

STATE OF Hawaii)
) ss
 COUNTY OF Kauai)

On this 21st day of September, 2021 before me appeared Brad Rockwell who is personally known to me or whose identity I proved on the basis of satisfactory evidence, being by me duly sworn, did say that he is the President of the Kulana Association of Apartment Owners, an unincorporated condominium association and that said instrument was signed on behalf of said unincorporated condominium association and he acknowledged said instrument to be the free act and deed of said unincorporated condominium association.

Date: 9/21/2021 # Pages: 6
 Name: Joel C. Groomes 5th Circuit
 Doc. Description: Conveyance of
Water facility

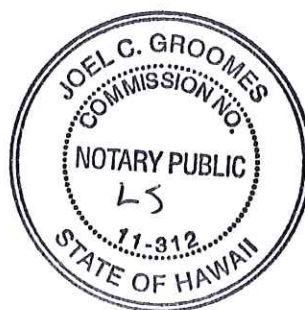
Joel C. Groomes
 Notary Public, State of Hawaii

(Affix Seal)

Name of Notary: Joel C. Groomes
 My Commission expires: 16 October 2023

Joel C. Groomes
 Notary Signature

NOTARY CERTIFICATION
 10/16/2023
 my Commission
 expires



OWNER:

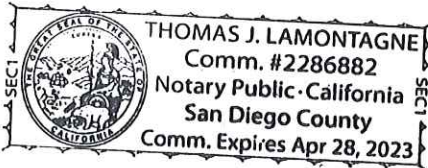
Kulana Association of Apartment Owners,
an unincorporated condominium association

Mark Sullivan

By: Mark Sullivan
Its: Treasurer

STATE OF CA)
) ss
COUNTY OF San Diego)

On this 13 day of September, 2021, before me appeared Mark Sullivan who is personally known to me or whose identity I proved on the basis of satisfactory evidence, being by me duly sworn, did say that he is the Treasurer of the Kulana Association of Apartment Owners, an unincorporated condominium association and that said instrument was signed on behalf of said unincorporated condominium association and he acknowledged said instrument to be the free act and deed of said unincorporated condominium association.



Thomas J. Lamontagne

Notary Public, State of CA
Name of Notary: Thomas J. Lamontagne (Affix Seal)
My Commission expires: 04/28/2023

EXHIBIT "A"
Kulana Subdivision Offsite Water System and 0.25 MG Tank

Quantity	Unit	Description
12885	LF	12-inch CL 52 DIP Waterline, in place complete
3325	LF	6-inch CL 52 DIP Waterline, in place complete
27	LF	8-inch CL 52 DIP Waterline, in place complete
10	LF	3-inch CL 52 DIP Waterline, in place complete
11	EA	Fire Hydrant Assembly w/1-4 1/2" & 1-2 1/2" Outlet, in place complete
9	EA	1-inch Copper Air Relief Valve Assembly, in place complete
19	EA	12-inch Gate Valve, Including CI Valve Box & Cover
4	EA	8-inch Gate Valve, Including CI Valve Box & Cover
25	EA	6-inch Gate Valve, Including CI Valve Box & Cover
1	EA	4-inch Gate Valve, Including CI Valve Box & Cover
9	EA	6-inch Blow-Off Assembly
15	EA	1-inch Copper Single Service Lateral for 5/8" Water Meter, in place complete
14	EA	1 1/2-inch Copper Double Service Lateral for 5/8-inch Water Meter, in place complete
4	EA	2-inch Copper Triple Service Lateral for 5/8-inch Water Meter, in place complete

WATER TANK SITE		
1	EA	0.25 MG Cast In Place Concrete Water Tank
411	LF	12-inch CL 52 DIP Waterline, in place complete
1	EA	12-inch Center Guided Silent Check Valve, w/ Precast Manhole with C.I. Manhole Frame & Cover
1	EA	4-inch Venturi Flow Tube, in-place complete
1	EA	4-inch Cla-Val, in place complete
1	LS	SCADA Control Cabinet, in place complete
1	LS	RTU Control Cabinet, in place complete

Notes:

- 1) All items are "in-place" and "complete".
- 2) Appurtenances include all miscellaneous fittings.

DEPARTMENT OF WATER

County of Kaua'i

"Water has no Substitute – Conserve It!"

MANAGER'S REPORT No. 22-34

October 21, 2021

Re: Discussion and Possible Action to approve a Right of Entry Agreement with Kulana Association of Apartment Owners, for the Roadway Lot 21 (referred to as Kulana Place) of the Kulana Subdivision, S-99-49, TMK: (4) 4-3-011:001; Kapa'a, Kaua'i, Hawai'i

RECOMMENDATION:

It is recommended that the Board approve the Right of Entry (ROE) agreement with the subject owners. The purpose of the Right of Entry is to allow the DOW access for the reading of water meters and for the construction, installation, maintenance, repair, and removal of potable pipelines and related meters, valves, and other associated waterworks facilities improvements and appurtenances, and further for ingress and egress at any time to, from, and through the easement area, with or without vehicles or equipment, as the Grantee deems necessary for the proper operation of its water system.

The right of entry shall commence upon execution and shall automatically expire at such time that the Grantor conveys the new roadways to the County of Kaua'i pursuant to the tentative subdivision approval granted by the Planning Commission for the Kulana Subdivision.

Further, BWS approval is specifically requested of the indemnification provision in the agreement; wherein, the BWS agrees to *"...indemnify and hold harmless the Grantor from and against any claims for injuries or damages of any kind occasioned, in whole or in part, by Grantee's gross negligent actions or omissions arising out of its exercise of this right of entry"*.

FUNDING: N/A.

BACKGROUND:

The Kulana development involved installation of waterlines within roadway lots to be conveyed to the County of Kaua'i. The waterlines have been connected to the DOW system and is in the process of attaining certificate of completion. At the present time, the roadway lots have not been conveyed to the County of Kaua'i and the DOW requires a right of entry agreement to access and maintain the water facilities contained within it.

OPTIONS:

Option 1: Approve the Right of Entry agreement.

Pros: This will allow the DOW legally to operate and maintain the newly constructed facilities on the subject property.

Cons: The DOW and Board must agree to the indemnification provisions in the agreement.

Option 2: Do not approve the Right of Entry agreements.

Pros: The DOW and Board does not have to agree to the indemnification provisions in the agreement.

Cons: The project would be connected to our system with no legal access for DOW to operate and maintain as intended and delay certificate of completion.

Attachments: Right of Entry Agreement – Kulana Subdivision Offsite; TMK: (4) 4-3-011:001, Kapa'a, Kaua'i, Hawai'i

Mgrrp/October 2021/22-34/ Discussion and Possible Action to approve a Right of Entry Agreement with Kulana Association of Apartment Owners, for the Roadway Lot 21 (referred to as Kulana Place) of the Kulana Subdivision, S-99-49, TMK: (4) 4-3-011:001; Kapa'a, Kaua'i, Hawai'i

RIGHT-OF-ENTRY

THIS INDENTURE made this _____ day of _____, 202_ by and between **KULANA ASSOCIATION OF APARTMENT OWNERS**, an unincorporated condominium association, whose mailing address is 2970 Haleko Road, Suite 205, Lihu'e, Kaua'i, Hawai'i 96766, (hereinafter, the "Grantor"), and the **BOARD OF WATER SUPPLY** of the County of Kaua'i, whose mailing address is 4398 Pua Loke Street, Lihu'e, Kaua'i, Hawai'i 96766 (hereinafter, the "Board").

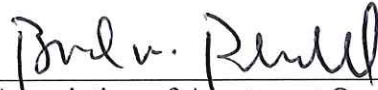
W I T N E S S E T H:

For and in consideration of the sum of One Dollar (\$1.00) to the Grantor paid, the receipt whereof is hereby acknowledged, the Grantor does hereby grant to the Grantee, its officers, employees, contractors, subcontractors, and agents (hereinafter collectively the "Grantee"), a temporary construction right-of-entry subject to the following terms and conditions:

1. This right-of-entry shall be an area over, under, and across that certain property situated, lying, and being Roadway Lot 21 of the Kulana Subdivision (also referred to as Kulana Place), Kaua'i, Hawai'i at Tax Map Key No. (4) 4-3-011-001 and as illustrated in the map attached hereto as Exhibit "A" and made a part hereof.
2. This right-of-entry shall be used by the Grantee for purposes of operation and maintenance of the Kulana Subdivision Offsite Water System and 0.25 MG Tank, and all necessary appurtenances for S-99-49 .
3. The Grantee shall indemnify and hold harmless the Grantor from and against any claims for injuries or damages of any kind occasioned, in whole or in part, by Grantee's gross negligent actions or omissions arising out of its exercise of this right-of-entry.
4. This right-of-entry shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
5. The Grantor warrants and covenants with the Grantee that Grantor is the fee simple owner of the property upon which the right-of-entry is located, has full right to grant said right-of-entry and will warrant and defend the right-of-entry granted herein against all adverse claims.
6. This right-of-entry may be executed in counterparts. Each counterpart shall be executed by one or more parties hereinbefore named and the several counterparts shall constitute one instrument to the same effect as though the signatures of all the parties are upon the same document.
7. The term of this right-of-entry shall commence upon the execution of the same by Grantor and shall automatically expire, without the submission or presentation of any documents to that effect, at such time that the Grantor conveys the new roadways to the County of Kaua'i pursuant to the final subdivision approval granted by the Planning Commission for the Kulana Subdivision (S-99-49) with respect to that portion of Tax Map Key No. (4) 4-3-011-001 which the Grantee deems necessary for the reading of water meters and for the construction, installation, reinstallation, maintenance, repair, and removal of potable water

pipelines and related meters, valves, and other associated waterworks facilities improvements and appurtenances, and further for ingress and egress at any time to, from, and through the easement area, with or without vehicles or equipment, as the Grantee deems necessary for the proper operation of its water system.

GRANTOR(S):



Kulana Association of Apartment Owners,
an unincorporated condominium association
By: Brad Rockwell
Its: President




Kulana Association of Apartment Owners,
an unincorporated condominium association
By: Mark Sullivan
Its: Treasurer

GRANTEE:

BOARD OF WATER SUPPLY, COUNTY
OF KAUA'I

APPROVED:


Mark R. Knoff
Manager and Chief Engineer

Gregory Kamm
Its: Chairperson

**APPROVED AS TO FORM
AND LEGALITY:**


Mahealani Krafft
Deputy County Attorney

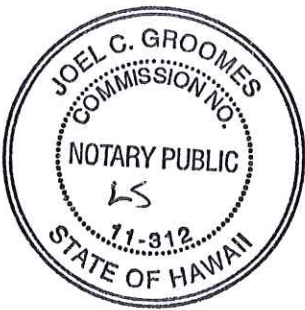
STATE OF HAWAI'I)
) ss.
COUNTY OF KAUA'I)

On this ____ day of _____, 20____ in the Fifth Circuit, State of Hawai'i, before me personally appeared **Gregory Kamm**, who is personally known to me or whose identity I proved on the basis of satisfactory evidence, who being by me duly sworn or affirmed, did say that such person is the **Chairperson** for the **Board of Water Supply, County of Kaua'i** executed _____, dated _____ and consisting of ____ pages at the time of notarization, as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Notary Public, State of Hawai'i
Name of Notary: _____ (Affix Seal)
My Commission expires: _____

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

On this 25th day of September, 2021, before me appeared Brad Rockwell who is personally known to me or whose identity I proved on the basis of satisfactory evidence, being by me duly sworn, did say that he is the President of the Kulana Association of Apartment Owners, an unincorporated condominium association and that said instrument was signed on behalf of said unincorporated condominium association and he acknowledged said instrument to be the free act and deed of said unincorporated condominium association.



Joel C. Groomes
Notary Public, State of Hawai'i
Name of Notary: Joel C. Groomes (Affix Seal)
My Commission expires: 16 October 2023

Date: 9/21/2021 # Pages: 13
Name: Joel C. Groomes 5th Circuit
Doc. Description: _____
Right of entry

Joel C. Groomes
Notary Signature

NOTARY CERTIFICATION
10/16/2023
my Commission
expires



EXHIBIT "A"

**ROADWAY LOT 21
(KULANA PLACE)**

LAND SITUATED AT KAPAA AND WAIPOULI, KAWAIHAU, KAUAI, HAWAII

Being Portion of Royal Patent 7373, L.C. Aw. 8559-B, Apana 42 to William C. Lunalilo
Being Also a Portion of Grant 5266 to Rufus P. Spalding

Beginning at the Southwest corner of this parcel of land, at the Southeast corner of Lot 2, Kulana Subdivision, on the North side of Roadway Lot 22, Kulana Subdivision, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 9,143.12 feet North and 1,159.74 feet East, thence running by azimuths measured clockwise from True South:

- | | | |
|----|--------------|---|
| | | along Lot 2, Kulana Subdivision, on a curve to the left with a radius of 20.00 feet, the chord azimuth and distance being: |
| 1. | 259° 10' 06" | 27.71 feet; |
| 2. | 215° 19' | 80.84 feet along Lot 2, Kulana Subdivision; |
| | | thence along Lot 2, Kulana Subdivision, on a curve to the right with a radius of 322.00 feet, the chord azimuth and distance being: |
| 3. | 257° 11' | 429.81 feet; |
| 4. | 299° 03' | 560.49 feet along Lots 2 and 3, Kulana Subdivision; |
| | | thence along Lot 3, Kulana Subdivision, on a curve to the left with a radius of 578.00 feet, the chord azimuth and distance being: |
| 5. | 269° 45' 30" | 565.58 feet; |
| 6. | 240° 28' | 186.80 feet along Lot 3, Kulana Subdivision; |
| | | thence along Lot 3, Kulana Subdivision, on a curve to the left with a radius of 20.00 feet, the chord azimuth and distance being: |
| 7. | 185° 07' 30" | 32.90 feet; |
| 8. | 219° 47' | 44.00 feet along Lot 3, Kulana Subdivision; |

9.	309° 47'	7.82	feet along Lot 3, Kulana Subdivision; thence along Lot 3, Kulana Subdivision, on a curve to the left with a radius of 20.00 feet, the chord azimuth and distance being:
10.	264° 47'	28.28	feet;
11.	219° 47'	40.00	feet along Lots 3, 4, and 5 Kulana Subdivision;
12.	309° 47'	44.00	feet along Lot 5, Kulana Subdivision;
13.	39° 47'	88.14	feet along Lots 5, 6, 17, and 15, Kulana Subdivision; thence along Lot 13, Kulana Subdivision, on a curve to the right with a radius of 147.00 feet, the chord azimuth and distance being:
14.	50° 07' 30"	52.78	feet;
15.	60° 28'	193.80	feet along Lot 13, Kulana Subdivision; thence along Lots 13, 12, and 11, Kulana Subdivision, on a curve to the right with a radius of 622.00 feet, the chord azimuth and distance being:
16.	89° 45' 30"	608.63	feet;
17.	119° 03'	560.49	feet along Lot 11, Kulana Subdivision; thence along Lot 11, Kulana Subdivision, on a curve to the left with a radius of 278.00 feet, the chord azimuth and distance being:
18.	77° 11'	371.07	feet;
19.	35° 19'	80.84	feet along Lot 11, Kulana Subdivision;

thence along Lot 11, Kulana Subdivision, on a curve to the left with a radius of 20.00 feet, the chord azimuth and distance being:

20. 351° 27' 54" 27.71 feet;

thence along the North side of Roadway Lot 22, Kulana Subdivision, on a curve to the left with a radius of 1,028.00 feet, the chord azimuth and distance being:

21. 125° 19' 82.40 feet to the point of beginning and containing an area of 2.098 Acres.

SUBJECT, HOWEVER, to Easement D-53 (10 feet wide) for Irrigation Ditch System Purposes.



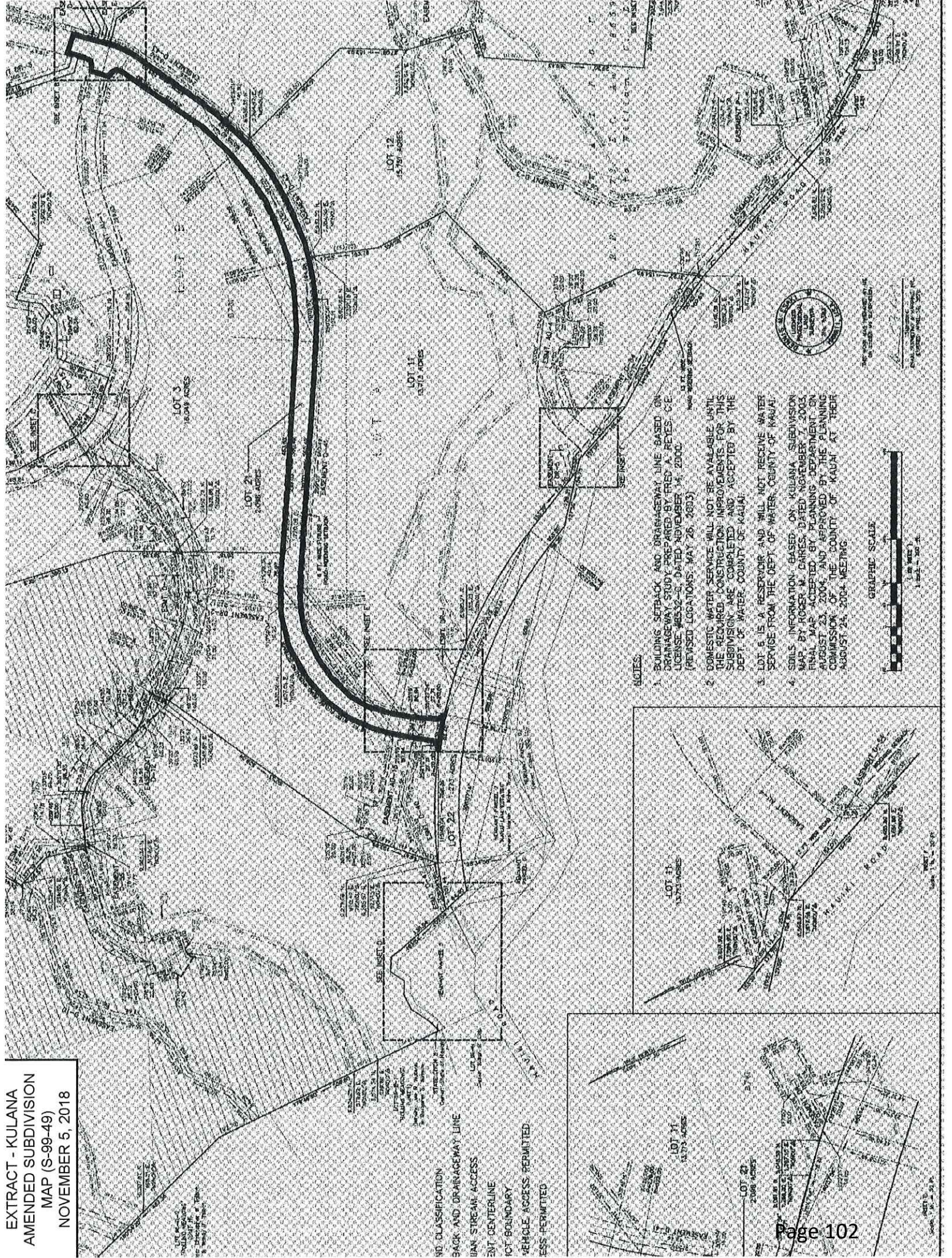
DESCRIPTION PREPARED BY:
ESAKI SURVEYING & MAPPING, INC.

A handwritten signature in black ink, appearing to read "Dennis M. Esaki", written over a horizontal line.

Dennis M. Esaki
Licensed Professional Land Surveyor
Certificate Number 4383

Lihue, Hawaii
December 2019

EXTRACT - KULANA
 AMENDED SUBDIVISION
 MAP (S-99-49)
 NOVEMBER 5, 2018



- NOTES:
1. BUILDING SETBACK AND DRAINAGEWAY LINE BASED ON DRAINAGEWAY STUDY PREPARED BY FRED A. REYES, CE LICENSE #6532-8, DATED NOVEMBER 14, 2000. (REVISED LOCATIONS: MAY 26, 2003)
 2. DOMESTIC WATER SERVICE WILL NOT BE AVAILABLE UNTIL THE REQUIRED CONSTRUCTION IMPROVEMENTS FOR THIS SUBDIVISION ARE COMPLETED AND ACCEPTED BY THE DEPT. OF WATER, COUNTY OF KAUAI.
 3. LOT 5 IS A RESERVOIR AND WILL NOT RECEIVE WATER SERVICE FROM THE DEPT. OF WATER, COUNTY OF KAUAI.
 4. SOILS INFORMATION BASED ON KULANA SUBDIVISION MAP BY ROGER M. DAIRES, DATED NOVEMBER 7, 2003. FINAL MAP ACCEPTED BY PLANNING DEPARTMENT ON AUGUST 23, 2004, AND APPROVED BY THE PLANNING COMMISSION OF THE COUNTY OF KAUAI AT THEIR AUGUST 24, 2004 MEETING.



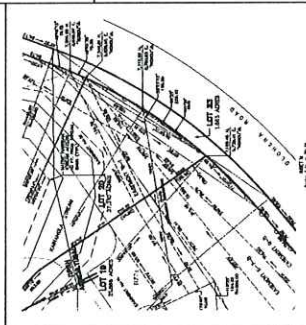
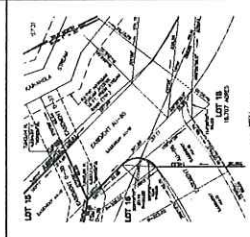
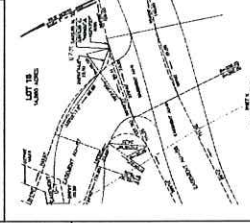
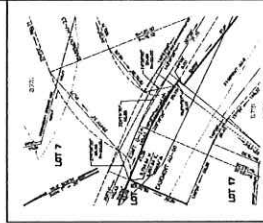
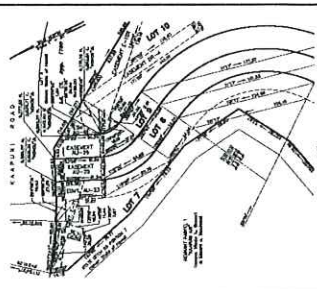
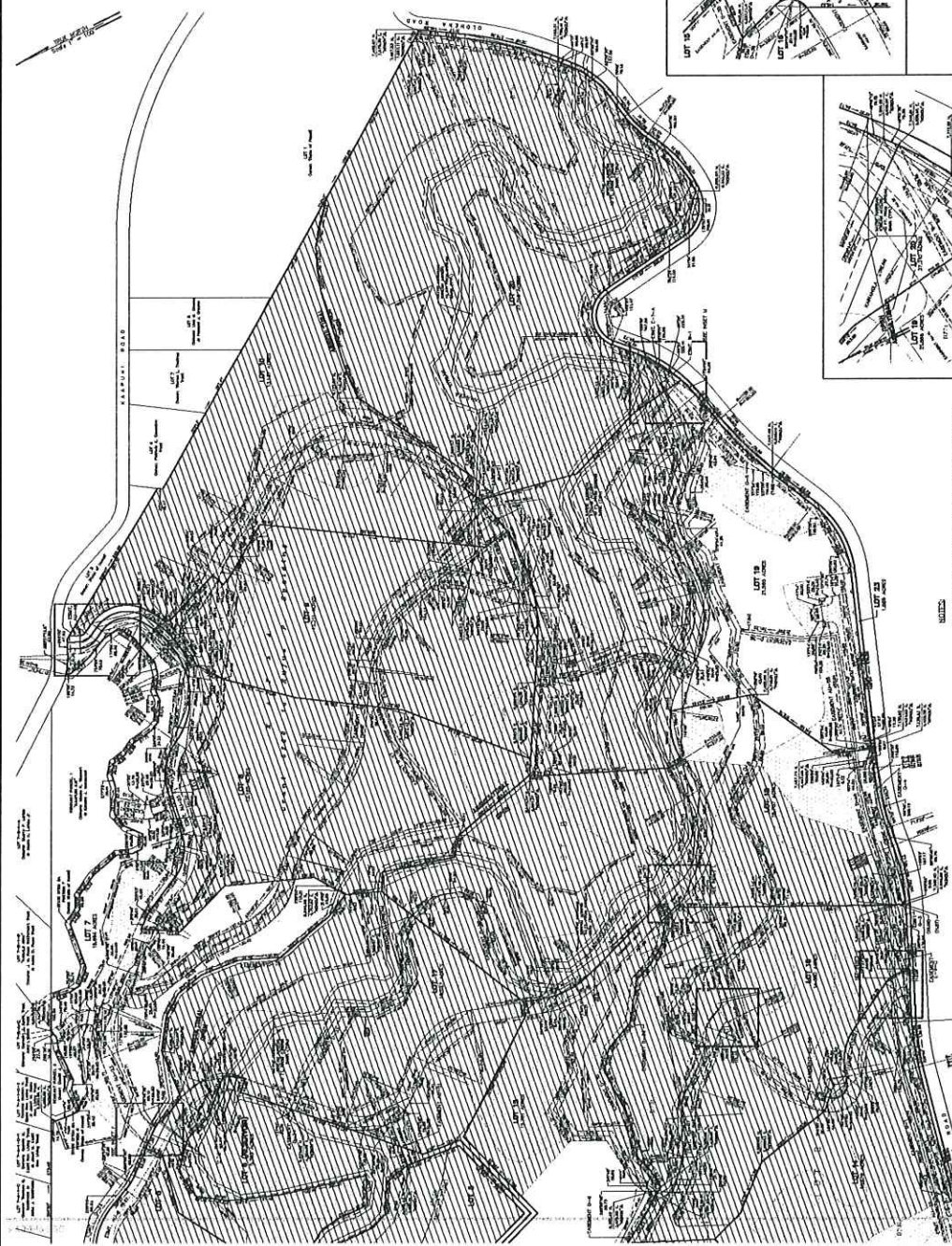


EXHIBIT
MILANA STEVENSON (AMENDED)
 Being portions of E.P. 2074, L.O. No. 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.



NOTES:
 1. BUILDING SETBACKS AND SPANWAY LINE BASED ON LICENSE RESUBMITTAL DATED NOVEMBER 14, 2004, REC. CL. 2004-11-14-001.
 2. THE REQUIRED COORDINATION IMPROVEMENTS FOR THE SITE OF WATER COUNTY CANAL, ACCEPTED BY THE BOARD OF WATER COUNTY CANAL.
 3. LOT 8 IS A RESERVOIR AND WILL NOT RECEIVE WATER SERVICE FROM THE SOUTH OF WATER COUNTY CANAL.
 4. MAPS BY FLOOD IN CHARGE DATED NOVEMBER 17, 2004, AND APRIL 22, 2004, AND APPROVED BY THE PLANNING AND DESIGN DIVISION OF WATER COUNTY CANAL, AUGUST 24, 2004, METRIC.
 5. DOWNSIDE ACCESS PERMITTED

LEGEND:
 PHASE 1
 PHASE 2
 10' SETBACKS
 BUILDING SETBACKS AND SPANWAY LINE
 DITCH LOCATIONS
 DITCH LOCATIONS
 DOWNSIDE ACCESS PERMITTED



DEPARTMENT OF WATER

County of Kaua'i

"Water has no Substitute – Conserve It!"

MANAGER'S REPORT No. 22-35

October 21, 2021

Re: Discussion and Possible Action to approve a Right of Entry Agreement with Kulana Association of Apartment Owners, for the Lot 8 (por.) of the Thronas Subdivision;
TMK: (4) 4-4-003:089; Kapa'a, Kaua'i, Hawai'i

RECOMMENDATION:

It is recommended that the Board approve the Right of Entry (ROE) agreement with the subject owners. The purpose of the Right of Entry is to allow the DOW access for operation and maintenance of the Kulana Subdivision Offsite Water System and 0.25 MG Tank, the reading of water meters and for the construction, installation, maintenance, repair, and removal of potable pipelines and related meters, valves, and other associated waterworks facilities improvements and appurtenances, and further for ingress and egress at any time to, from, and through the easement area, with or without vehicles or equipment, as the Grantee deems necessary for the proper operation of its water system.

The right of entry shall commence upon execution and shall automatically expire at such time that the Grantor conveys the new water tank property to the Board of Water Supply, pursuant to the final subdivision approval granted by the Planning Commission for the Subdivision of Lot 8 of the Thronas Subdivision.

Further, BWS approval is specifically requested of the indemnification provision in the agreement; wherein, the BWS agrees to *"...indemnify and hold harmless the Grantor from and against any claims for injuries or damages of any kind occasioned, in whole or in part, by Grantee's gross negligent actions or omissions arising out of its exercise of this right of entry"*.

FUNDING: N/A.

BACKGROUND:

The Kulana development involved installation of waterlines and construction of a potable water storage tank on a lot to be conveyed to the Board of Water Supply. The waterlines and water storage tank have been constructed and connected to the DOW system and is in the process of attaining certificate of completion. At the present time, the tank lot has not been conveyed to the Board of Water Supply and requires a right of entry agreement to access and maintain the water facilities contained within it.

OPTIONS:

Option 1: Approve the Right of Entry agreement.

Pros: This will allow the DOW legally to operate and maintain the newly constructed facilities on the subject property.

Cons: The DOW and Board must agree to the indemnification provisions in the agreement.

Option 2: Do not approve the Right of Entry agreements.

Pros: The DOW and Board does not have to agree to the indemnification provisions in the agreement.

Cons: The project would be connected to our system with no legal access for DOW to operate and maintain as intended and delay certificate of completion.

Attachments: Right of Entry Agreement – Kulana Subdivision Tank; TMK: (4) 4-4-003:089, Kapa‘a, Kaua‘i, Hawai‘i

Mgrrp/October 2021/22-35/ Discussion and Possible Action to approve a Right of Entry Agreement with Kulana Association of Apartment Owners, for the Lot 8 (por.) of the Thronas Subdivision; TMK: (4) 4-4-003:089; Kapa‘a, Kaua‘i, Hawai‘i

RIGHT-OF-ENTRY

THIS INDENTURE made this _____ day of _____, 202_ by and between **KULANA ASSOCIATION OF APARTMENT OWNERS**, an unincorporated condominium association, whose mailing address is 2970 Haleko Road, Suite 205, Lihu'e, Kaua'i, Hawai'i 96766, (hereinafter, the "Grantor"), and the **BOARD OF WATER SUPPLY** of the County of Kaua'i, whose mailing address is 4398 Pua Loke Street, Lihu'e, Kaua'i, Hawai'i 96766 (hereinafter, the "Board").

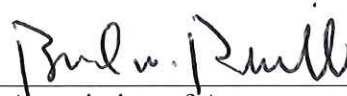
W I T N E S S E T H:

For and in consideration of the sum of One Dollar (\$1.00) to the Grantor paid, the receipt whereof is hereby acknowledged, the Grantor does hereby grant to the Grantee, its officers, employees, contractors, subcontractors, and agents (hereinafter collectively the "Grantee"), a temporary construction right-of-entry subject to the following terms and conditions:

1. This right-of-entry shall be an area over, under, and across that certain property situated, lying, and being a portion of Lot 8 of the Thronas Subdivision, Kaua'i, Hawai'i at Tax Map Key No. (4) 4-4-003-089 and as illustrated in the map attached hereto as Exhibit "A" and made a part hereof.
2. This right-of-entry shall be used by the Grantee for purposes of operation and maintenance of the Kulana Subdivision Offsite Water System and 0.25 MG Tank, and all necessary appurtenances for S-99-49.
3. The Grantee shall indemnify and hold harmless the Grantor from and against any claims for injuries or damages of any kind occasioned, in whole or in part, by Grantee's gross negligent actions or omissions arising out of its exercise of this right-of-entry.
4. This right-of-entry shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
5. The Grantor warrants and covenants with the Grantee that Grantor is the fee simple owner of the property upon which the right-of-entry is located, has full right to grant said right-of-entry and will warrant and defend the right-of-entry granted herein against all adverse claims.
6. This right-of-entry may be executed in counterparts. Each counterpart shall be executed by one or more parties hereinbefore named and the several counterparts shall constitute one instrument to the same effect as though the signatures of all the parties are upon the same document.
7. The term of this right-of-entry shall commence upon the execution of the same by Grantor and shall automatically expire, without the submission or presentation of any documents to that effect, at such time that the Grantor conveys the new water tank property to the Board of Water Supply pursuant to the final subdivision approval granted by the Planning Commission for the Subdivision of Lot 8 into Lots 8A and 8B Being Portion of Grant 7286 to J.B. Souza Being also portion of R.P.7373. L.C. Aw. 8559-B, Ap 42 to William C. Lunalilo Waipouli, Kauai (S-2018-12) with respect to that portion of Tax Map Key No. (4) 4-4-003-089 which the Grantee deems necessary for the reading of water meters and for the

construction, installation, reinstallation, maintenance, repair, and removal of potable water pipelines and related meters, valves, and other associated waterworks facilities improvements and appurtenances, and further for ingress and egress at any time to, from, and through the easement area, with or without vehicles or equipment, as the Grantee deems necessary for the proper operation of its water system.

GRANTOR(S):



Kulana Association of Apartment Owners,
an unincorporated condominium association
By: Brad Rockwell
Its: President



Kulana Association of Apartment Owners,
an unincorporated condominium association
By: Mark Sullivan
Its: Treasurer

GRANTEE:

BOARD OF WATER SUPPLY, COUNTY
OF KAUAI

APPROVED:



Mark R. Knoff
Manager and Chief Engineer

Gregory Kamm
Its: Chairperson

**APPROVED AS TO FORM
AND LEGALITY:**



Mahealani Kraft
Deputy County Attorney

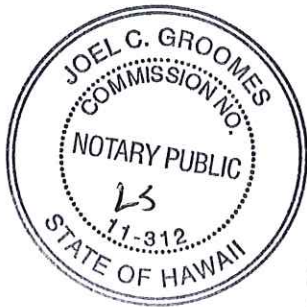
STATE OF HAWAI'I)
) ss.
COUNTY OF KAUA'I)

On this ____ day of _____, 20__ in the Fifth Circuit, State of Hawai'i, before me personally appeared **Gregory Kamm**, who is personally known to me or whose identity I proved on the basis of satisfactory evidence, who being by me duly sworn or affirmed, did say that such person is the **Chairperson** for the **Board of Water Supply, County of Kaua'i** executed _____, dated _____ and consisting of ____ pages at the time of notarization, as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

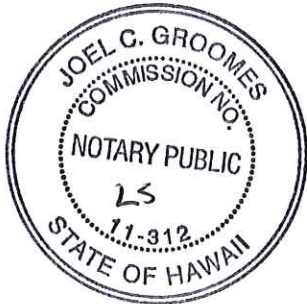
Notary Public, State of Hawai'i
Name of Notary: _____ (Affix Seal)
My Commission expires: _____

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

On this 21st day of September, 2021, before me appeared Brad Rockwell who is personally known to me or whose identity I proved on the basis of satisfactory evidence, being by me duly sworn, did say that he is the President of the Kulana Association of Apartment Owners, an unincorporated condominium association and that said instrument was signed on behalf of said unincorporated condominium association and he acknowledged said instrument to be the free act and deed of said unincorporated condominium association.



Joel C. Groomes
Notary Public, State of Hawaii
Name of Notary: Joel C. Groomes (Affix Seal)
My Commission expires: 16 October 2023

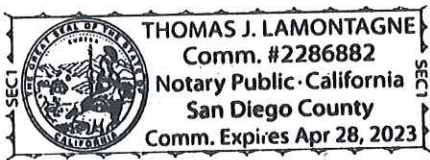


Date: 9/21/2021 # Pages: 7
Name: Joel C. Groomes 5th Circuit
Doc. Description: _____
Right of entry

Joel C. Groomes
Notary Signature
NOTARY CERTIFICATION
10/16/2023
my Commission
expires

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

On this 13 day of September, 2021 before me appeared Mark Sullivan who is personally known to me or whose identity I proved on the basis of satisfactory evidence, being by me duly sworn, did say that he is the Treasurer of the Kulana Association of Apartment Owners, an unincorporated condominium association and that said instrument was signed on behalf of said unincorporated condominium association and he acknowledged said instrument to be the free act and deed of said unincorporated condominium association.



Thomas J. Lamontagne
Notary Public, State of Hawai'i
Name of Notary: Thomas J Lamontagne (Affix Seal)
My Commission expires: 04/28/2023

LOT 8-A

LAND SITUATED AT WAIPOULI, KAWAIHAU, KAUAI, HAWAII

Being Portion of Grant 7286 to J. B. Souza
Being Also Portion of R.P. 7373, L. C. Aw. 8559-B, Ap. 42 to William C. Lunalilo

Beginning at the northeast corner of this parcel of land, on the south side of Hauiki Road, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 9,267.31 feet North and 516.52 feet East, thence running by azimuths measured clockwise from true South:

- | | | | |
|----|----------|--------|---------------------|
| 1. | 295° 10' | 29.29 | feet along Lot 8-B; |
| 2. | 353° 25' | 109.84 | feet along Lot 8-B; |
| 3. | 87° 24' | 97.99 | feet along Lot 8-B; |
| 4. | 84° 30' | 117.81 | feet along Lot 8-B; |
| 5. | 173° 41' | 97.10 | feet along Lot 7; |

thence along Lot 7 on a curve to the right with a radius of 20.00 feet, the chord azimuth and distance being:

- | | | | |
|----|----------|--------|--|
| 6. | 218° 41' | 28.28 | feet; |
| 7. | 263° 41' | 170.09 | feet along the south side of Hauiki Road to the point of beginning and containing an area of 0.586 Acre. |

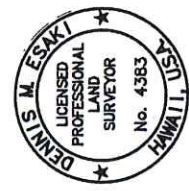
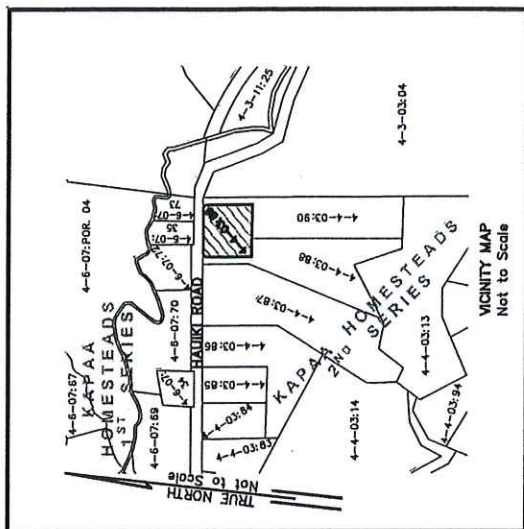
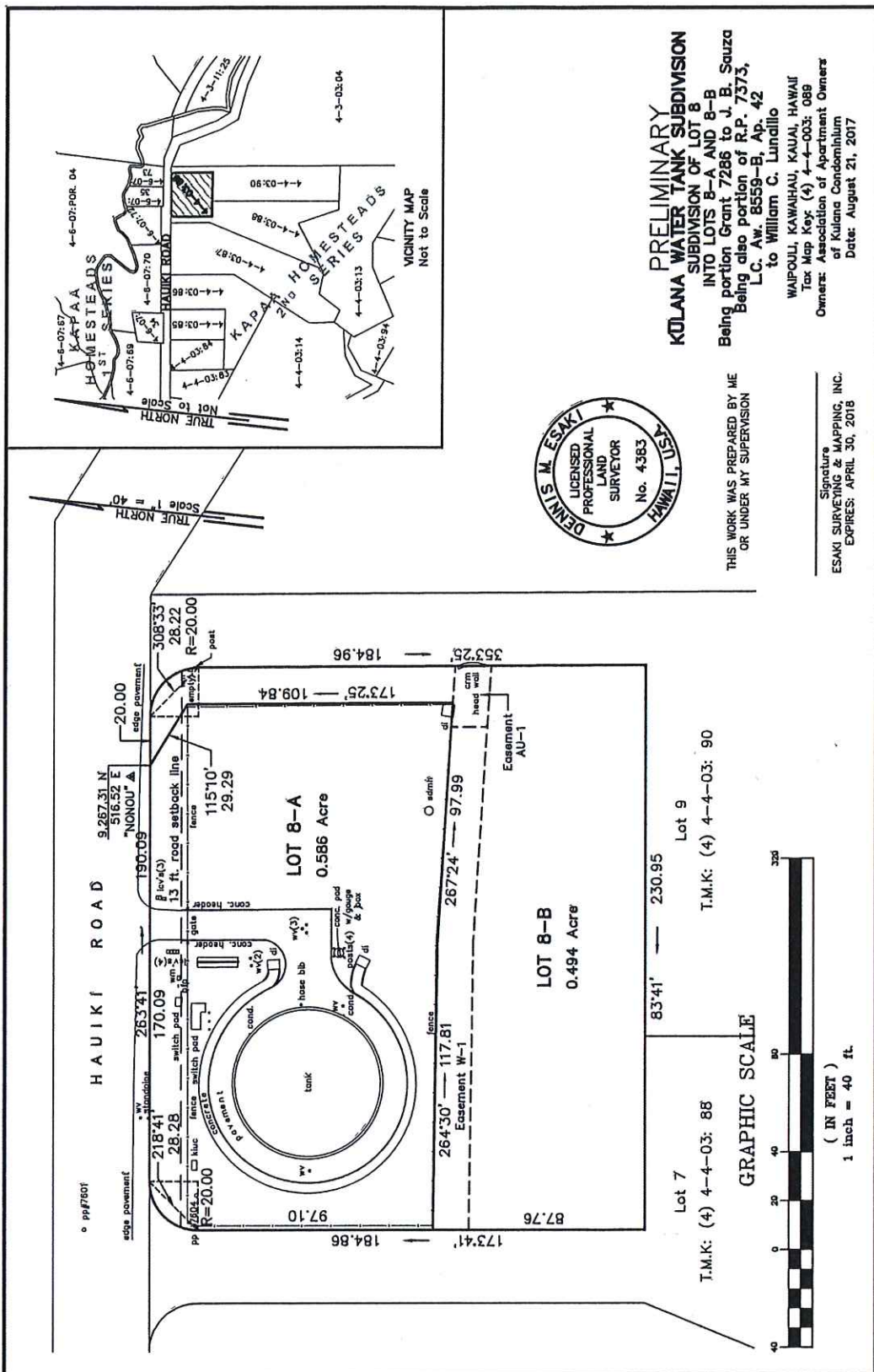


Lihue, Hawaii
December 2019

DESCRIPTION PREPARED BY:
ESAKI SURVEYING & MAPPING, INC.

A handwritten signature in black ink, appearing to read "Dennis M. Esaki".

Dennis M. Esaki
Licensed Professional Land Surveyor
Certificate Number 4383



PRELIMINARY KOLANA WATER TANK SUBDIVISION
SUBDIVISION OF LOT 8
INTO LOTS 8-A AND 8-B
 Being portion Grant 7266 to J. B. Souza
 Being also portion of R.P. 7373,
 L.C. Aw. 8559-B, Ap. 42
 to William C. Lundillo
 WAIPOULI, KAWAII, HAWAII
 Tax Map Key: (4) 4-4-003: 089
 Owners: Association of Apartment Owners
 of Kulana Condominium
 Date: August 21, 2017

THIS WORK WAS PREPARED BY ME
OR UNDER MY SUPERVISION

Signature
ESAKI SURVEYING & MAPPING, INC.
 EXPIRES: APRIL 30, 2018

Job Number: 17-21 MA
 Drawing File: 17-21 subd.dwg

ESAKI SURVEYING & MAPPING, INC.
 Civil Engineers - Land Surveyors - Planners

1610 Haleukana Street
 Lihue, Hawaii 96766

DEPARTMENT OF WATER

County of Kaua'i

"Water has no Substitute – Conserve It!"

MANAGER'S REPORT No. 22-36

October 21, 2021

Re: Discussion and Possible Action to approve the Conveyance of Water Facility from Kukui'ula Development Company, LLC for Parcel E, Subdivision No. S-2020-02; TMK: (4) 2-6-022:083 and 020, Kōloa, Kaua'i, Hawai'i

RECOMMENDATION:

It is recommended that the Board approve the Conveyance of Water Facility (COWF) whereby Kukui'ula Development Company, LLC transfer unto the Board of Water Supply, County of Kauai, all of its right, title and interest to the water facilities, in place complete, identified in "Exhibit A" of the subject agreement.

FUNDING: N/A.

BACKGROUND:

The Kukui'ula development installed new water facilities and appurtenances in accordance with the Board of Water Supply's rules and regulation, standards and policies. The development is in the final process of attaining a certificate of completion.

OPTIONS:

Option 1: Approve the Conveyance of Water Facility agreement.

Pros: The facilities will be transferred to the Board of Water Supply, the project will move to closure and water service will be provided by the DOW.

Cons: None.

Option 2: Do not approve the Conveyance of Water Facility agreement.

Pros: None

Cons: The project will not be accepted and water service will not be provided.

Attachments: Conveyance of Water Facility – Kukui'ula Development Company, LLC; TMK: (4) 2-6-022:083 and 020, Kōloa, Kaua'i, Hawai'i

Mgrrp/October 2021/22-36/ Discussion and Possible Action to approve the Conveyance of Water Facility from Kukui'ula Development Company, LLC for Parcel E, Subdivision No. S-2020-02; TMK: (4) 2-6-022:083 and 020, Kōloa, Kaua'i, Hawai'i

Return by Mail (X) Pickup () To:
Department of Water
4398 Pua Loke Street
Lihu'e, Kaua'i, Hawai'i 96766

This document contains _____ pages.

Tax Map Key Nos.: (4) 2-6-022: 020 (por) and (4) 2-6-022: 083

CONVEYANCE OF WATER FACILITY
for
TMKs: (4) 2-6-022: 020 (por) and 083

KNOW ALL MEN BY THESE PRESENTS:

In compliance with the Rules and Regulations of the Department of Water, County of Kaua'i, State of Hawai'i, and in consideration of the water supply, service and maintenance hereafter to be provided by said department,

KUKUI'ULA DEVELOPMENT COMPANY (HAWAII), LLC, a Hawaii limited liability company, herein called the "OWNER", whose mailing address is 2700 Ke Alaula Street, Suite B, Koloa, Hawaii 96756,

does hereby convey and transfer unto the **BOARD OF WATER SUPPLY, COUNTY OF KAUA'I, HEREIN CALLED THE "BOARD"**, whose mailing address is 4398 Pua Loke Street, Lihu'e, Kaua'i, Hawai'i, 96766, for: **Tax Map Key Nos. (TMK) (4) 2-6-022: 020 (por) and 083; District: Koloa, Kaua'i, Hawai'i; PROJECT NAME: Parcel E; PROJECT NO. Not Applicable; SUBDIVISION NO.: S-2020-2**, all its right, title and interest in and to:

the water facilities more particularly described in Exhibit A attached hereto and made a part hereof, and as shown on the map attached hereto as Exhibit B.

The "OWNER" covenants with the "BOARD", its successors and assigns, that it is the lawful owner of the facilities above conveyed and that the same is free and clear of all liens and claims and that it will hold said "BOARD" free and clear of all claims against said facilities of all persons whomsoever.


The parties hereto agree that, in the event that any lot encumbered by this Conveyance is subdivided, then this Conveyance shall automatically affect and encumber only the subdivided lot or lots upon which the water facilities described in **Exhibit A** attached hereto, and as shown on the map attached hereto as **Exhibit B**, is located and the other unaffected subdivided lot or lots shall be deemed free and clear of this Conveyance for all purposes without any further action of the parties hereto.

This Conveyance may be executed in counterparts. Each counterpart shall be executed by one or more parties hereinbefore named and the several counterparts shall constitute one instrument to the same effect as though the signatures of all the parties are upon the same document.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, OWNER has executed this CONVEYANCE this _____ day of _____, 2021.

APPROVED:



Manager & Chief Engineer
Department of Water, County of Kaua'i


OWNER:

**KUKUI'ULA RESIDENTIAL
DEVELOPMENT, LLC**, a Hawaii limited
liability company

By: 

Name: Richard Albrecht
Its: President

**APPROVED AS TO FORM
AND LEGALITY:**



Deputy County Attorney

ACCEPTED:

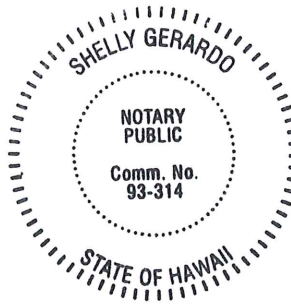
**BOARD OF WATER SUPPLY,
COUNTY OF KAUA'I**

By: _____
Its: _____

[OWNER]

STATE OF HAWAII)
) SS:
COUNTY OF KAUAI)

On this 12th day of August, 2021, before me appeared **RICHARD ALBRECHT**, to me known, who, being by me duly sworn, did say that he is the President of Kukui‘ula Development Company (Hawaii), LLC, a Hawaii limited liability company, and that the said instrument was signed on behalf of said Company, and he acknowledged said instrument to be the free act and deed of said Limited Liability Company.

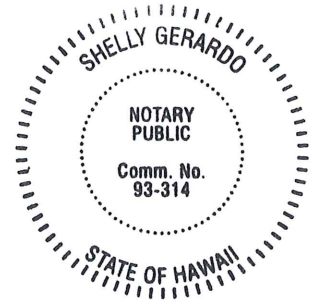


Signature: Shelly Gerardo
Name: Shelly Gerardo
Notary Public, State of Hawaii

My commission expires: 12/25/23

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT	
Document Identification or Description: Conveyance of Water Facility for TMKs (4) 2-6-022: 083 and 020	
<input type="checkbox"/> Doc. Date: _____ or <input checked="" type="checkbox"/> Undated at time of notarization	
No. of Pages: <u>7</u>	Jurisdiction: Fifth Circuit (in which notarial act is performed)
<u>Shelly Gerardo</u> Signature of Notary	<u>8/12/21</u> Date of Notarization and Certification Statement
<u>Shelly Gerardo</u> Printed Name of Notary	
Date of notary commission expiration: <u>12/25/23</u>	(Official Stamp or Seal)



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

On this _____ day of _____, _____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that said officer is the _____ of the **COUNTY OF KAUA'I, BOARD OF WATER SUPPLY**, and that the foregoing instrument was signed on behalf of said Department, and said officer acknowledged said instrument to be the free act and deed of said Department, and that said Department has no corporate seal.

Notary Public, State of Hawai'i
Name of Notary: _____
My commission expires: _____

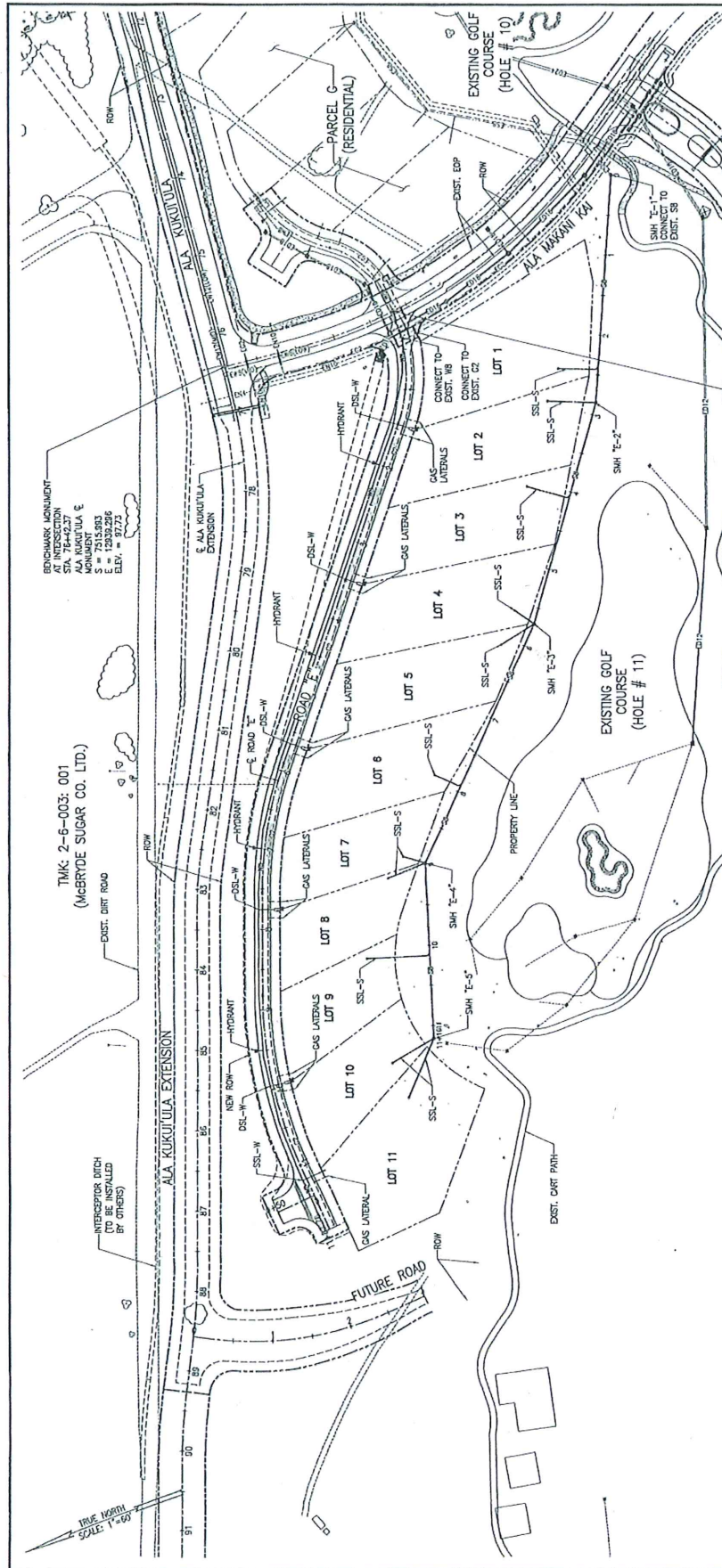
EXHIBIT "A"

Description of Water Facilities

Kukui'ula Parcel E

1211	LF	12" Ductile Iron Waterline, in place complete
172	LF	8" Ductile Iron Waterline, in place complete
2	EA	ARV Assembly
2	EA	4" cleanout, in place complete
4	EA	Fire Hydrant Assembly
6	EA	12" Gate Valve, including C.I. Valve Box & Cover for Fire Hydrant
4	EA	6" Gate Valve, including C.I. Valve Box & Cover for Fire Hydrant
1	EA	1-inch Copper Single Service lateral for 5/8-inch Water Meter, in place complete
5	EA	1-inch Copper Double Service lateral for 5/8-inch Water Meter, in place complete

EXHIBIT B



BENCHMARK MONUMENT
AT INTERSECTION
STA. 74+42.27
ALA KUKI'UA E
S # 7215.923
E # 12392.296
E.L.V. = 877.2

TMK: 2-6-003: 001
(MGBRYDE SUGAR CO. LTD.)
DIST. DIRT ROAD

INTERCEPTOR DITCH
(TO BE INSTALLED
BY OTHERS)

BENCHMARK MONUMENT
AT INTERSECTION
STA. 64+00 ROAD 164
E MONUMENT
S # 7739.23
E.L.V. = 85.568

GENERAL UTILITY PLAN
SCALE 1"=60'

AUSTIN TSUTSUMI & ASSOCIATES, INC. ENGINEERS/ARCHITECTS - HONOLULU, HAWAII KUKI'UA DEVELOPMENT CO. (HAWAII), LLC KOKOA, KAUAI, HAWAII PARCEL E GENERAL UTILITY PLAN	
PREPARED BY: [Signature] DATE: 08/20/19	APPROVED BY: [Signature] DATE: 08/20/19

DWG. NO. C-07
SHEET B OF 33

DATE: SEPTEMBER 2019

JOB NO. 01-10747

DEPARTMENT OF WATER

County of Kaua'i

"Water has no Substitute – Conserve It!"

MANAGER'S REPORT No. 22-37

October 21, 2021

Re: Discussion and Possible Action to approve a Grant of Easement agreements from Kukui'ula Development Company, LLC for Parcel E, Subdivision No. S-2020-02; TMK: (4) 2-6-022:083 and 020 (por.), Kōloa, Kaua'i, Hawai'i

RECOMMENDATION:

It is recommended that the Board approve the Grant of Easement agreements; whereby, the above landowner, grant to the Board of Water Supply, County of Kaua'i, easements "AU-1" and "W-1" on, over and under that certain parcel of land located TMK: (4) 2-6-022:083 and 020 (por.) as specified above in Kōloa, Kaua'i, Hawai'i, for the following work:

1. Reading of water meters and for the construction, installation, re-installation, maintenance, repair, and removal of potable water pipelines and related meters, valves, and other associated waterworks facility improvements and appurtenances.

Further, the GRANTEE shall indemnify and save the GRANTOR harmless from and against all damage to the GRANTOR's property and all liability for injury to or the death of persons when such damage, injury, or death is caused by the negligence of the GRANTEE, its officers, agents and employees while using the easement areas.

FUNDING: N/A.

BACKGROUND:

As part of the subject project, the above owner installed potable water pipelines and service laterals, meters, valves and other associated waterworks appurtenances. The water facilities are on private property which requires easements in favor of Department of Water for meter reading and future maintenance and repair.

OPTIONS

Option 1: Approve the Grant of Easement Agreements.

Pro: The project will be completed as designed and accepted by the Department and water service will be able to be available with a project certification completion.

Con: None.

Option 2: Do not approve the Grant of Easement Agreements.

Pro: None.

Con: The project will not be completed as designed and accepted by the Department and water service will not be able to be provided.

Attachments: Grant of Easement "AU-1" – Kukui'ula Development Company, LLC., TMK: (4) 2-6-022:083, Kōloa, Kaua'i, Hawai'i
Grant of Easement "W-1" – Kukui'ula Development Company, LLC., TMK: (4) 2-6-022:020 (por.), Kōloa, Kaua'i, Hawai'i

Mgrp/October 2021/22-37/ Discussion and Possible Action to approve a Grant of Easement agreements from Kukui'ula Development Company, LLC for Parcel E, Subdivision No. S-2020-02; TMK: (4) 2-6-022:083 and 020 (por.), Kōloa, Kaua'i, Hawai'i

Return by Mail (X) Pickup () To:
Department of Water
4398 Pua Loke Street
Lihu'e, Kaua'i, Hawai'i 96766

This document contains _____ pages.

Tax Map Key No.: (4) 2-6-022: 083

GRANT OF EASEMENT
for
TMK: (4) 2-6-022: 083
(Easement AU-1)

THIS INDENTURE is made on this ____ day of _____, 2021, by and between **KUKUI'ULA DEVELOPMENT COMPANY (HAWAII), LLC**, a Hawaii limited liability company, whose principal place of business and mailing address is

2700 Ke Alaula Street, Suite B
Koloa, Kauai, Hawaii 96756

(hereinafter individually or collectively "GRANTOR") and the **BOARD OF WATER SUPPLY, COUNTY OF KAUA'I**, whose mailing address is 4398 Pua Loke Street, Lihue, Kauai, Hawaii 96766 (hereafter "GRANTEE");

WITNESSETH:

THAT IN CONSIDERATION of the sum of one dollar (\$1.00) paid by the GRANTEE to the GRANTOR, the receipt of which is acknowledged, and the covenants contained in this grant of easement to be performed by the GRANTEE, the GRANTOR does hereby grant, bargain, sell and convey to the GRANTEE a non-exclusive easement in perpetuity on, over, and under that certain parcel of land located generally at Koloa District, Kaua'i, Hawaii, **Tax Map Key No. (4) 2-6-022: 083; District: Koloa, Kaua'i, Hawai'i; PROJECT NAME: Parcel E; SUBDIVISION NO.: S-2020-2**, being Easement AU-

1, and more particularly described in Exhibit A, and as shown on the map attached as Exhibit B, all of which exhibits are attached and incorporated by reference into this grant of easement (hereafter “easement area”).

RESERVING, HOWEVER, UNTO GRANTOR and the Kukui‘ula Community Association, a non-profit Hawaii corporation (the “**Association**”), and their tenants and licensees, the rights set forth herein, including but not limited to the right to use the easement area for any purpose in common with GRANTEE and others to whom GRANTOR or the Association grants any rights in the easement area, and to allow others to use the easement area, and the right to grant to governmental entities, any public or private utility and/or any other person or entity, additional easement rights over, under across, along, upon in and through the easement area as GRANTOR or the Association deem necessary or appropriate; provided, however, that such use or grant shall not materially interfere with the exercise of the GRANTEE’s rights under this easement. Whenever this Grant of Easement refers to “materially interfere with the exercise of GRANTEE’s rights under this easement,” any use of the easement area as of the date of this Grant of Easement and any utility lines installed as of the date of this Grant of Easement do not “materially interfere with the exercise of the GRANTEE’s rights under this easement.”

This easement is granted for the reading of water meters and for the construction, installation, re-installation, maintenance, repair, and removal of potable water pipelines and related meters, valves, and other associated waterworks facility improvements and appurtenances. The GRANTEE is further allowed the right of ingress and egress at any time to, from, and through the easement area, with or without vehicles or equipment, as the GRANTEE deems necessary for the proper operation of its water system.

TO HAVE AND TO HOLD the same unto the GRANTEE forever; provided that should the GRANTEE cease to use the easement area for the purposes described for a continuous period of two (2) calendar years, this easement shall terminate and the interest granted shall immediately and without the GRANTOR’s re-entry revert to the GRANTOR; and provided further that this easement shall terminate as to any portion of the easement area upon dedication and conveyance of such portion of the easement area to the County of Kauai. In any such an event, this easement shall cease to exist by operation of the GRANTEE’s non-use or dedication and conveyance to any governmental authority, without any necessary action on the GRANTOR’s part. Notwithstanding the foregoing, upon the request of the GRANTOR or the Association, the GRANTEE shall execute a recordable document sufficient to evidence the termination of the easement granted herein pursuant to this paragraph.

SUBJECT, HOWEVER, to that certain Second Amended and Restated Community Charter for Kukui‘ula dated August 5, 2015, recorded in the Bureau as Document No. A-56951009, as amended, restated, and supplemented, and as may be hereafter amended, restated or supplemented.

AND IN FURTHER CONSIDERATION of the rights granted to the GRANTEE the benefits accruing to the GRANTOR and the Association under this easement, the GRANTOR and GRANTEE further covenant, agree, and promise as follows:

1. That should the GRANTEE disturb in any way the ground which is the subject of the easement area, the GRANTEE shall at its own expense restore the ground to its original condition to the extent that such restoration is reasonable;
2. That the GRANTEE shall indemnify and save the GRANTOR and the Association, and their respective successors and assigns, harmless from and against all damage to the GRANTOR’s property and the easement area and all liability for injury to or the death of

persons when such damage, injury, or death is caused by the negligence of the GRANTEE, its officers, agents and employees while using the easement area;

3. That the GRANTEE shall not assign its rights under this easement without the prior written consent of the GRANTOR; provided that the GRANTEE may assign its rights to a successor of the GRANTEE duly created by law;
4. That should the GRANTOR's development plans require that the easement area and/or waterworks facility improvements within, on, or under the easement area be relocated, the GRANTOR will, at the GRANTOR's own expense and pursuant to the GRANTEE's instructions and specifications, re-locate the affected easement area and waterworks facility improvements and appurtenances without interruption of the GRANTEE's services;
5. That the GRANTOR shall at no time erect any building foundation of any kind below the surface of the land which is subject of the easement area or any building or structure of any kind (other than roads, sidewalks, utility lines, curbs or similar appurtenances) on the surface of the land which is the subject of the easement area unless the GRANTOR receives the prior written consent of the GRANTEE;

Only lawn grass shall be planted within three (3) feet of all meter boxes, fire hydrants, and other waterworks facility improvements and appurtenances. No trees with aggressive root systems shall be planted within twenty (20) feet of all meter boxes, fire hydrants, and other waterworks facility improvements and appurtenances;

This Paragraph No. 5 though, shall not prevent the GRANTOR, the Association or any others to whom the GRANTOR or the Association grants any rights in the easement area from crossing over, constructing, and maintaining roadways and other utility improvements within the easement area or laying, operating, maintaining, repairing, or removing conduits and drains which do not materially interfere with the exercise of the GRANTEE's rights under this easement;

6. That the GRANTOR covenants with the GRANTEE that the GRANTOR is the lawful owner of the land which is the subject of this easement area, that the GRANTOR has good right and title to grant this easement, and that the GRANTOR will warrant and defend the same unto the GRANTEE against the claims and demands of all persons;
7. That, in the event that any lot encumbered by this Grant of Easement is subdivided, then this Grant of Easement shall automatically affect and encumber only the subdivided lot or lots upon which the easement area described in **Exhibit A** and **Exhibit B** attached hereto is located and the other unaffected subdivided lot or lots shall be deemed free and clear of this Grant of Easement for all purposes without any further action of the parties hereto; and
8. That the GRANTOR or the Association may, without the consent or joinder of GRANTEE, dedicate all or any portion of the easement area to the County of Kauai, Hawaii, or to any other local, state, or federal governmental or quasi-governmental entity, with or without payment or compensation from such transferee. In such event, GRANTOR or the Association will use good faith efforts to notify GRANTEE of such dedication.

When used within this document the terms "GRANTOR," "GRANTEE," and "Association" shall mean the singular and plural, masculine and feminine, and natural persons, trustees, corporations, partnerships, limited partnerships, sole proprietorships and other forms of business entities. The terms shall also mean each such party and their respective estates, heirs, personal representatives, successors, successors-in-trust and assigns.


IT IS FURTHER MUTUALLY AGREED that the terms of this easement shall be binding upon and inure to the benefit of all the parties to this document and the Association and that all covenants and obligations undertaken by two or more persons shall be deemed to be joint and several unless a contrary intention is clearly expressed in this document.

This Agreement may be executed in counterparts. Each counterpart shall be executed by one or more parties hereinbefore named and the several counterparts shall constitute one instrument to the same effect as though the signatures of all the parties are upon the same document.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year first written above.

APPROVED:



Manager & Chief Engineer
Department of Water, County of Kaua'i

**KUKUI'ULA DEVELOPMENT COMPANY
(HAWAII), LLC**, a Hawaii limited liability
company

By: 

Name: Richard Albrecht
Its: President

GRANTOR

**APPROVAL AS TO FORM
AND LEGALITY**



Deputy County Attorney

ACCEPTED:

**BOARD OF WATER SUPPLY,
COUNTY OF KAUA'I**

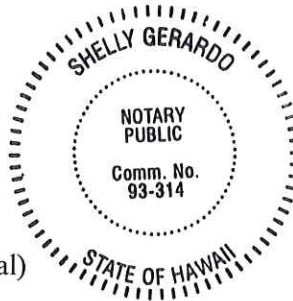
By: _____
Its: _____

GRANTEE

[GRANTOR]

STATE OF HAWAII)
)
COUNTY OF KAUAI) ss.

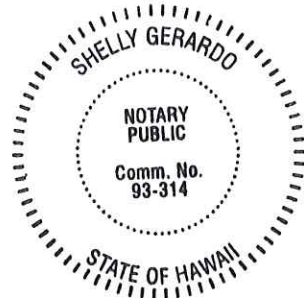
On this 12th day of August, 2021, before me appeared **RICHARD ALBRECHT**, to me known, who, being by me duly sworn, did say that he is the President of Kukui'ula Development Company (Hawaii), LLC, a Hawaii limited liability company, and that the said instrument was signed on behalf of said Company, and he acknowledged said instrument to be the free act and deed of said Limited Liability Company.



Shelly Gerardo
Print Name: Shelly Gerardo
Notary Public, State of Hawaii
My commission expires: 12/25/23

(Official Stamp or Seal)

<u>NOTARY CERTIFICATION STATEMENT</u>	
Document Identification or Description: Grant of Easement for TMK: (4) 2-6-022: 083 (Easement AU-1)	
Doc. Date: _____ or <input checked="" type="checkbox"/> Undated at time of notarization.	
No. of Pages: <u>12</u>	Jurisdiction: Fifth Circuit (in which notarial act is performed)
<u>Shelly Gerardo</u> Signature of Notary	<u>8/12/21</u> Date of Notarization and Certification Statement
<u>Shelly Gerardo</u> Printed Name of Notary	
Date of notary commission expiration: <u>12/25/23</u>	(Official Stamp or Seal)



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

On this ____ day of _____, 2021, before me appeared _____, to me personally known, who, being by me duly sworn, did say that said officer is the _____ of the **COUNTY OF KAUA'I, BOARD OF WATER SUPPLY**, and that the foregoing instrument was signed on behalf of said Department and said officer acknowledged said instrument to be the free act and deed of said Department and the said Department has no seal.

Notary Public, State of Hawaii

Name of Notary: _____

My commission expires: _____

Exhibit A

**KUKUI'ULA PARCEL E SUBDIVISION
EASEMENT AU-1
FOR ACCESS AND UTILITY PURPOSES**

Affecting all of Lot 12 of Kukui'ula Parcel E Subdivision, being also a portion of Royal Patent 4512, Mahele Award 43 to J.Y. Kanehoa.

Situate at Lāwa'i, Kōloa, Kona, Kauai, Hawaii.

Beginning at the Northeast corner of this parcel of land, being also a point on the West side of Lot Z (Makani Kai Street) of Kukui'ula Parcel A Subdivision, Phase I, the coordinates of said point of beginning referred to Government Survey Triangulation Station "WARIAWA" being 7,689.74 feet South and 12,898.10 feet East thence running by azimuths measured clockwise from true South:

Along Lot Z (Makani Kai Street) of Kukui'ula Parcel A Subdivision, Phase I, on a curve to the left with a radius of 678.00 feet, the chord azimuth and distance being:

1. 355° 03' 03" 84.73 feet;

Thence along Lot 13 of Kukui'ula Parcel E Subdivision, on a curve to the left with a radius of 20.00 feet, the chord azimuth and distance being:

2. 134° 25' 27" 24.10 feet;

Thence along Lots 13 and 1 of Kukui'ula Parcel E Subdivision, on a curve to the right with a radius of 207.00 feet, the chord azimuth and distance being:

3. 113° 34' 09" 115.43 feet;

4. 129° 45' 30" 447.26 feet along Lots 1 thru 6 of Kukui'ula Parcel E Subdivision;



AUSTIN, TSUTSUMI & ASSOCIATES, INC.

601 SUMNER STREET, SUITE 521
HONOLULU, HAWAII 96817-5031

CIVIL ENGINEERS • SURVEYORS
1871 WILIPA LOOP, SUITE A
WAILUKU, MAUI, HAWAII 96793

103 PALMHI STREET, SUITE 207
HILO, HAWAII 96720

Thence along Lots 6 and 7 of
Kukui'ula Parcel E Subdivision,
on a curve to the left with a
radius of 478.00 feet, the
chord azimuth and distance
being:

5. 120° 18' 45" 156.89 feet;

6. 110° 52' 127.32 feet along Lots 7 thru 9 of Kukui'ula
Parcel E Subdivision;

Thence along Lots 9 and 10 of
Kukui'ula Parcel E Subdivision,
on a curve to the left with a
radius of 478.00 feet, the
chord azimuth and distance
being:

7. 98° 26' 205.83 feet;

8. 86° 00' 88.58 feet along Lots 10 and 11 of
Kukui'ula Parcel E Subdivision;

9. 176° 00' 44.00 feet along Lot 13 of Kukui'ula
Parcel E Subdivision;

Thence along same, on a curve
to the left with a radius of
20.00 feet, the chord azimuth
and distance being:

10. 221° 00' 28.28 feet;

11. 176° 00' 20.00 feet along same;

12. 266° 00' 52.00 feet along same;

13. 356° 00' 20.01 feet along same;

Thence along same, on a curve
to the left with a radius of
20.00 feet, the chord azimuth
and distance being:

14. 311° 10' 51" 28.19 feet;

-2-



AUSTIN, TSUTSUMI & ASSOCIATES, INC.

501 SUMNER STREET, SUITE 521
HONOLULU, HAWAII 96817-5001

CIVIL ENGINEERS • SURVEYORS
1671 WILI PALOPO, SUITE A
WAILUKU, MAUI, HAWAII 96793

501 MAIANI STREET, SUITE 213
H.E.O. HAWAII 96720

Thence along same, on a curve to the right with a radius of 522.00 feet, the chord azimuth and distance being:

15. 278° 36' 51" 221.56 feet;

16. 290° 52' 127.32 feet along same;

Thence along same, on a curve to the right with a radius of 522.00 feet, the chord azimuth and distance being:

17. 300° 10' 45" 171.34 feet;

18. 309° 45' 30" 447.26 feet along same;

Thence along same, on a curve to the left with a radius of 163.00 feet, the chord azimuth and distance being:

19. 297° 10' 40" 70.27 feet;

Thence along same, on a curve to the left with a radius of 20.00 feet, the chord azimuth and distance being:

-3-



AUSTIN, TSUTSUMI & ASSOCIATES, INC.

601 KUMUHIKI STREET, SUITE 621
HONOLULU, HAWAII 96817-5031

CIVIL ENGINEERS • SURVEYORS
1871 WILIPUA LOOP, SUITE A
WAILUKU, MAUI, HAWAII 96793

100 PALAHU STREET, SUITE 212
HILO, HAWAII 96720

20. 231° 44' 55" 31.99 feet to the point of beginning and containing and area of 53,466 Square Feet.



Description Prepared By:

AUSTIN, TSUTSUMI & ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "Erik S. Kaneshiro".

ERIK S. KANESHIRO
Licensed Professional Land Surveyor
Certificate No. 9826
Exp. 04/22

Honolulu, Hawaii
August 25, 2020

TMK: (4) 2-6-022: POR. 020
X:\BYNANE\Kukuiaula\PARCEL E\SURVEY\Descriptions\PARCEL E - EASEMENT AU-1.docx

-4-



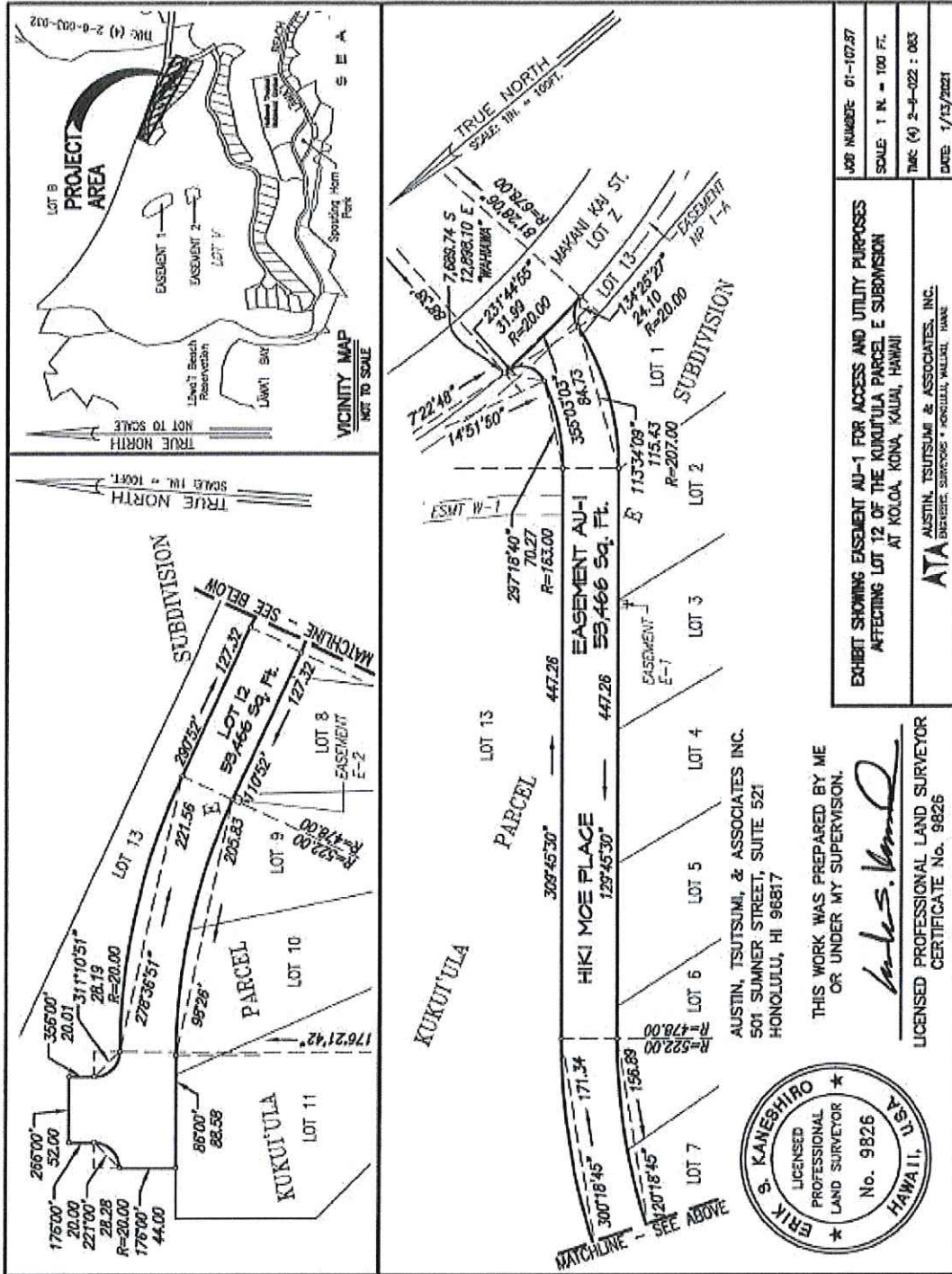
AUSTIN, TSUTSUMI & ASSOCIATES, INC.

501 BLANNER STREET, SUITE 521
HONOLULU, HAWAII 96817-1051

CIVIL ENGINEERS • SURVEYORS
1871 WILIPA LOOP, SUITE A
WAILUKI, MAUI, HAWAII 96793

100 PUAHAI STREET, SUITE 213
HILLO, HAWAII 96720

Exhibit B



Return by Mail (X) Pickup () To:
Department of Water
4398 Pua Loke Street
Lihu'e, Kaua'i, Hawai'i 96766

This document contains _____ pages.

Tax Map Key No.: (4) 2-6-022: 020 (por.)

<p style="text-align: center;">GRANT OF EASEMENT for TMK: (4) 2-6-022: 020 (por.) (Easement W-1)</p>

THIS INDENTURE is made on this ____ day of _____, 2021, by and between **KUKUI'ULA DEVELOPMENT COMPANY (HAWAII), LLC**, a Hawaii limited liability company, whose principal place of business and mailing address is

2700 Ke Alaula Street, Suite B
Koloa, Kauai, Hawaii 96756

(hereinafter individually or collectively "GRANTOR") and the **BOARD OF WATER SUPPLY, COUNTY OF KAUA'I**, whose mailing address is 4398 Pua Loke Street, Lihue, Kauai, Hawaii 96766 (hereafter "GRANTEE");

WITNESSETH:

THAT IN CONSIDERATION of the sum of one dollar (\$1.00) paid by the GRANTEE to the GRANTOR, the receipt of which is acknowledged, and the covenants contained in this grant of easement to be performed by the GRANTEE, the GRANTOR does hereby grant, bargain, sell and convey to the GRANTEE a non-exclusive easement in perpetuity on, over, and under a portion of that certain parcel of land located generally at Koloa District, Kaua'i, Hawaii, **Tax Map Key No. (4) 2-6-022: 020; District: Koloa, Kaua'i, Hawai'i; PROJECT NAME: Parcel E; SUBDIVISION NO.: S-2020-2**, being

Easement W-1, and more particularly described in Exhibit A, and as shown on the map attached as Exhibit B, all of which exhibits are attached and incorporated by reference into this grant of easement (hereafter "easement area").

RESERVING, HOWEVER, UNTO GRANTOR and the Kukui'ula Community Association, a non-profit Hawaii corporation (the "**Association**"), and their tenants and licensees, the rights set forth herein, including but not limited to the right to use the easement area for any purpose in common with GRANTEE and others to whom GRANTOR or the Association grants any rights in the easement area, and to allow others to use the easement area, and the right to grant to governmental entities, any public or private utility and/or any other person or entity, additional easement rights over, under across, along, upon in and through the easement area as GRANTOR or the Association deem necessary or appropriate; provided, however, that such use or grant shall not materially interfere with the exercise of the GRANTEE's rights under this easement. Whenever this Grant of Easement refers to "materially interfere with the exercise of GRANTEE's rights under this easement," any use of the easement area as of the date of this Grant of Easement and any utility lines installed as of the date of this Grant of Easement do not "materially interfere with the exercise of the GRANTEE's rights under this easement."

This easement is granted for the reading of water meters and for the construction, installation, re-installation, maintenance, repair, and removal of potable water pipelines and related meters, valves, and other associated waterworks facility improvements and appurtenances. The GRANTEE is further allowed the right of ingress and egress at any time to, from, and through the easement area, with or without vehicles or equipment, as the GRANTEE deems necessary for the proper operation of its water system.

TO HAVE AND TO HOLD the same unto the GRANTEE forever; provided that should the GRANTEE cease to use the easement area for the purposes described for a continuous period of two (2) calendar years, this easement shall terminate and the interest granted shall immediately and without the GRANTOR's re-entry revert to the GRANTOR; and provided further that this easement shall terminate as to any portion of the easement area upon dedication and conveyance of such portion of the easement area to the County of Kauai. In any such an event, this easement shall cease to exist by operation of the GRANTEE's non-use or dedication and conveyance to any governmental authority, without any necessary action on the GRANTOR's part. Notwithstanding the foregoing, upon the request of the GRANTOR or the Association, the GRANTEE shall execute a recordable document sufficient to evidence the termination of the easement granted herein pursuant to this paragraph.

SUBJECT, HOWEVER, to that certain Second Amended and Restated Community Charter for Kukui'ula dated August 5, 2015, recorded in the Bureau as Document No. A-56951009, as amended, restated, and supplemented, and as may be hereafter amended, restated or supplemented.

AND IN FURTHER CONSIDERATION of the rights granted to the GRANTEE the benefits accruing to the GRANTOR and the Association under this easement, the GRANTOR and GRANTEE further covenant, agree, and promise as follows:

1. That should the GRANTEE disturb in any way the ground which is the subject of the easement area, the GRANTEE shall at its own expense restore the ground to its original condition to the extent that such restoration is reasonable;
2. That the GRANTEE shall indemnify and save the GRANTOR and the Association, and their respective successors and assigns, harmless from and against all damage to the GRANTOR's property and the easement area and all liability for injury to or the death of

persons when such damage, injury, or death is caused by the negligence of the GRANTEE, its officers, agents and employees while using the easement area;

3. That the GRANTEE shall not assign its rights under this easement without the prior written consent of the GRANTOR; provided that the GRANTEE may assign its rights to a successor of the GRANTEE duly created by law;
4. That should the GRANTOR's development plans require that the easement area and/or waterworks facility improvements within, on, or under the easement area be relocated, the GRANTOR will, at the GRANTOR's own expense and pursuant to the GRANTEE's instructions and specifications, re-locate the affected easement area and waterworks facility improvements and appurtenances without interruption of the GRANTEE's services;
5. That the GRANTOR shall at no time erect any building foundation of any kind below the surface of the land which is subject of the easement area or any building or structure of any kind (other than roads, sidewalks, utility lines, curbs or similar appurtenances) on the surface of the land which is the subject of the easement area unless the GRANTOR receives the prior written consent of the GRANTEE;

Only lawn grass shall be planted within three (3) feet of all meter boxes, fire hydrants, and other waterworks facility improvements and appurtenances. No trees with aggressive root systems shall be planted within twenty (20) feet of all meter boxes, fire hydrants, and other waterworks facility improvements and appurtenances;

This Paragraph No. 5 though, shall not prevent the GRANTOR, the Association or any others to whom the GRANTOR or the Association grants any rights in the easement area from crossing over, constructing, and maintaining roadways and other utility improvements within the easement area or laying, operating, maintaining, repairing, or removing conduits and drains which do not materially interfere with the exercise of the GRANTEE's rights under this easement;

6. That the GRANTOR covenants with the GRANTEE that the GRANTOR is the lawful owner of the land which is the subject of this easement area, that the GRANTOR has good right and title to grant this easement, and that the GRANTOR will warrant and defend the same unto the GRANTEE against the claims and demands of all persons;
7. That, in the event that any lot encumbered by this Grant of Easement is subdivided, then this Grant of Easement shall automatically affect and encumber only the subdivided lot or lots upon which the easement area described in **Exhibit A** and **Exhibit B** attached hereto is located and the other unaffected subdivided lot or lots shall be deemed free and clear of this Grant of Easement for all purposes without any further action of the parties hereto; and
8. That the GRANTOR or the Association may, without the consent or joinder of GRANTEE, dedicate all or any portion of the easement area to the County of Kauai, Hawaii, or to any other local, state, or federal governmental or quasi-governmental entity, with or without payment or compensation from such transferee. In such event, GRANTOR or the Association will use good faith efforts to notify GRANTEE of such dedication.

When used within this document the terms "GRANTOR," "GRANTEE," and "Association" shall mean the singular and plural, masculine and feminine, and natural persons, trustees, corporations, partnerships, limited partnerships, sole proprietorships and other forms of business entities. The terms shall also mean each such party and their respective estates, heirs, personal representatives, successors, successors-in-trust and assigns.


IT IS FURTHER MUTUALLY AGREED that the terms of this easement shall be binding upon and inure to the benefit of all the parties to this document and the Association and that all covenants and obligations undertaken by two or more persons shall be deemed to be joint and several unless a contrary intention is clearly expressed in this document.

This Agreement may be executed in counterparts. Each counterpart shall be executed by one or more parties hereinbefore named and the several counterparts shall constitute one instrument to the same effect as though the signatures of all the parties are upon the same document.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year first written above.

APPROVED:



Manager & Chief Engineer
Department of Water, County of Kaua'i

**KUKUI'ULA DEVELOPMENT COMPANY
(HAWAII), LLC, a Hawaii limited liability
company**

By: 

Name: Richard Albrecht
Its: President

GRANTOR

**APPROVAL AS TO FORM
AND LEGALITY**



Deputy County Attorney

ACCEPTED:

**BOARD OF WATER SUPPLY,
COUNTY OF KAUA'I**

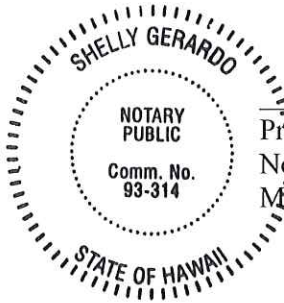
By: _____
Its: _____

GRANTEE

[GRANTOR]

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

On this 12th day of August, 2021, before me appeared **RICHARD ALBRECHT**, to me known, who, being by me duly sworn, did say that he is the President of Kukui'ula Development Company (Hawaii), LLC, a Hawaii limited liability company, and that the said instrument was signed on behalf of said Company, and he acknowledged said instrument to be the free act and deed of said Limited Liability Company.



Shelly Gerardo
Print Name Shelly Gerardo
Notary Public, State of Hawaii
My commission expires: 12/25/23

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Grant of Easement for
TMK: (4) 2-6-022: 020 (por.) (Easement W-1)

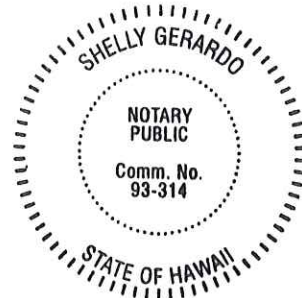
Doc. Date: _____ or Undated at time of notarization.

No. of Pages: 10 Jurisdiction: Fifth Circuit
(in which notarial act is performed)

Shelly Gerardo 8/12/21
Signature of Notary Date of Notarization and
Certification Statement

Shelly Gerardo
Printed Name of Notary

Date of notary commission expiration: 12/25/23



(Official Stamp or Seal)

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

On this ____ day of _____, 2021, before me appeared _____, to me personally known, who, being by me duly sworn, did say that said officer is the _____ of the **COUNTY OF KAUA'I, BOARD OF WATER SUPPLY**, and that the foregoing instrument was signed on behalf of said Department and said officer acknowledged said instrument to be the free act and deed of said Department and the said Department has no seal.

Notary Public, State of Hawaii

Name of Notary: _____

My commission expires: _____

Exhibit A

KUKUI'ULA PARCEL E SUBDIVISION

**EASEMENT W-1
FOR WATERLINE PURPOSES**

Affecting Lot 13 of Kukui'ula Parcel E Subdivision, being also a portion of Royal Patent 4512, Mahele Award 43 to J.Y. Kanehoa.

Situate at Lawa'i, Koloa, Kona, Kauai, Hawaii.

Beginning at the Northeast corner of this easement, being also the Northwest corner of Lot Z (Makani Kai Street) of Kukui'ula Parcel A Subdivision, Phase I, the coordinates of said point of beginning referred to Government Survey Triangulation Station "WAHIAWA" being 7,480.35 feet South and 12,889.40 feet East thence running by azimuths measured clockwise from true South:

1.	9°	09'	24"	20.39	feet	along Lot Z (Makani Kai Street) of Kukui'ula Parcel A Subdivision, Phase I;
2.	99°	52'		17.75	feet	along remainder of Lot 13 of Kukui'ula Parcel E Subdivision;
3.	9°	52'		10.00	feet	along same;
4.	279°	52'		17.87	feet	along same;
5.	9°	09'	24"	29.00	feet	along Lot Z (Makani Kai Street) of Kukui'ula Parcel A Subdivision, Phase I;
6.	99°	07'		8.17	feet	along remainder of Lot 13 of Kukui'ula Parcel E Subdivision;
7.	9°	52'		27.55	feet	along same;
8.	34°	45'	30"	76.25	feet	along same;
9.	39°	45'	30"	46.71	feet	along same;
10.	129°	45'	30"	15.00	feet	along Lot 12 (Hiki Moe Place) of Kukui'ula Parcel E Subdivision;
11.	219°	45'	30"	46.06	feet	along remainder of Lot 13 of Kukui'ula Parcel E Subdivision;



AUSTIN, TSUTSUMI & ASSOCIATES, INC.

651 SUMNER STREET, SUITE 621
HONOLULU, HAWAII 96817-5031

CIVIL ENGINEERS • SURVEYORS
1871 WILIPALOO, SUITE A
WAILUKU, MAUI, HAWAII 96793

103 PALMHI STREET, SUITE 207
ILO, HAWAII 96726

- 12. 214° 45' 30" 72.28 feet along same;
- 13. 189° 52' 24.07 feet along same;
- 14. 101° 13' 7.50 feet along same;
- 15. 189° 52' 57.59 feet along same;
- 16. 276° 15' 29.99 feet along Lot B-1 of Subdivision of Lot B (Subd. File No. S-2009-19), to the point of beginning and containing an area of 3,794 square feet.



Description Prepared By:

AUSTIN, TSUTSUMI & ASSOCIATES, INC.

Erik S. Kaneshiro

ERIK S. KANESHIRO
 Licensed Professional Land Surveyor
 Certificate No. 9826
 Exp. 04/22

Honolulu, Hawaii
 January 18, 2021

TMK: (4) 2-6-022: 020 (Portion)
 X:\BYNAME\Kukuiula\PARCEL E\SURVEY\Descriptions\PARCEL E - EASEMENT W-1.docx



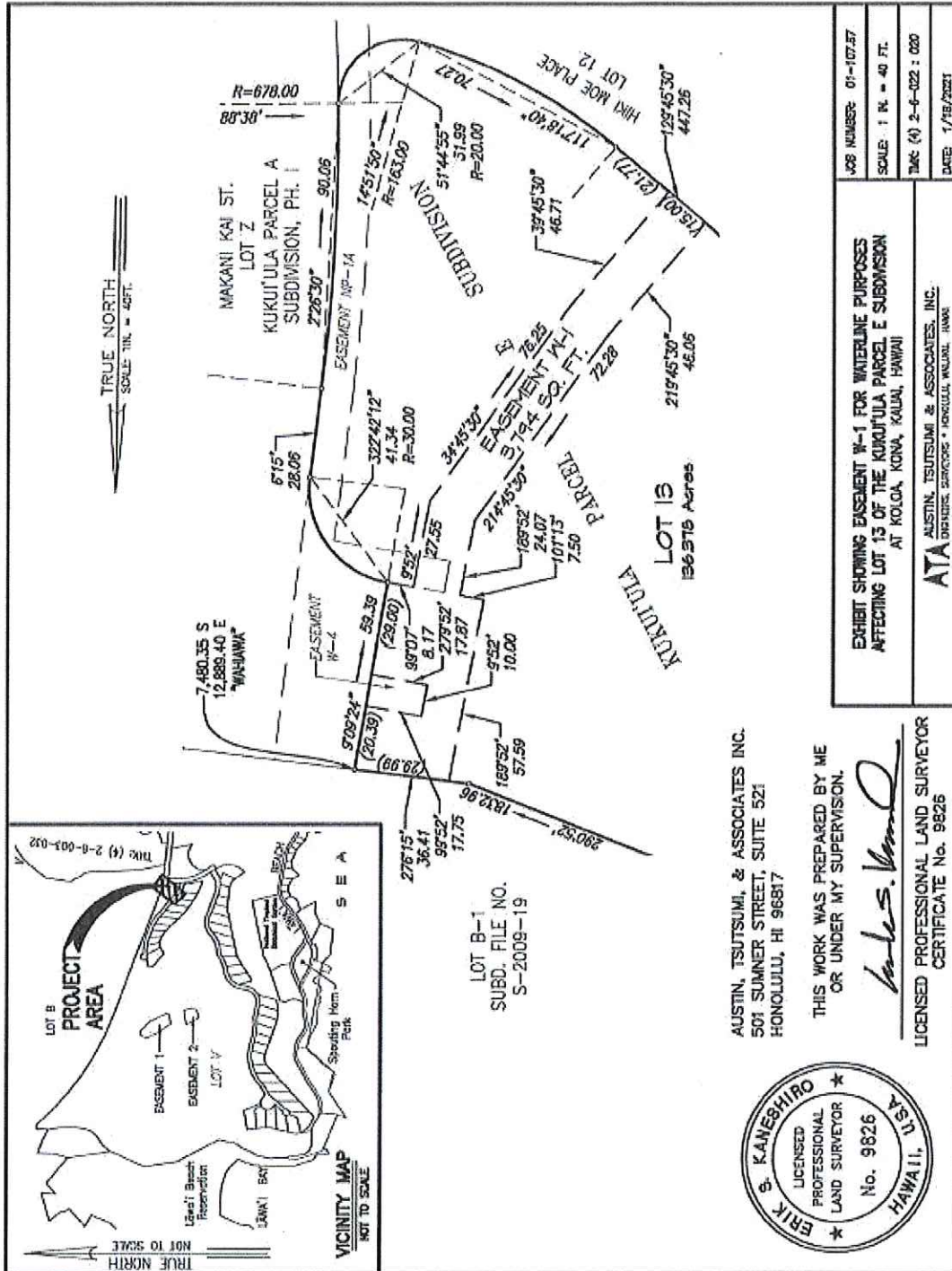
AUSTIN, TSUTSUMI & ASSOCIATES, INC.

501 SUMNER STREET, SUITE 201
 HONOLULU, HAWAII 96817-5031

CIVIL ENGINEERS & SURVEYORS
 1671 NIHI PA LOOPI, SUITE A
 WAILUKU, MAUI HAWAII 96793

100 PALAHOE STREET, SUITE 213
 HIGLO, HAWAII 96720

Exhibit B



DEPARTMENT OF WATER

County of Kaua'i

"Water has no Substitute – Conserve It!"

MANAGER'S REPORT No. 22-38

October 21, 2021

Re: Discussion and Possible Action to approve a Grant of Easement agreement from Kukui'ula Development Company, LLC for Parcel G, Subdivision No. S-2019-19;
TMK: (4) 2-6-022:070, Kōloa, Kaua'i, Hawai'i

RECOMMENDATION:

It is recommended that the Board approve the Grant of Easement agreement; whereby, the above landowner, grant to the Board of Water Supply, County of Kaua'i, easement "AU-1" on, over and under that certain parcel of land located TMK: (4) 2-6-022:070 as specified above in Kōloa, Kaua'i, Hawai'i, for the following work:

1. Reading of water meters and for the construction, installation, re-installation, maintenance, repair, and removal of potable water pipelines and related meters, valves, and other associated waterworks facility improvements and appurtenances.

Further, the GRANTEE shall indemnify and save the GRANTOR harmless from and against all damage to the GRANTOR's property and all liability for injury to or the death of persons when such damage, injury, or death is caused by the negligence of the GRANTEE, its officers, agents and employees while using the easement area.

FUNDING: N/A.

BACKGROUND:

As part of the subject project, the above owner installed potable water pipelines and service laterals, meters, valves and other associated waterworks appurtenances. The water facilities are on private property which requires an easement in favor of Department of Water for meter reading and future maintenance and repair.

OPTIONS

Option 1: Approve the Grant of Easement Agreement.

Pro: The project will be completed as designed and accepted by the Department and water service will be able to be available with a project certification completion.

Con: None.

Option 2: Do not approve the Grant of Easement Agreement.

Pro: None.

Con: The project will not be completed as designed and accepted by the Department and water service will not be able to be provided.

Attachment: Grant of Easement "AU-1" – Kukui'ula Development Company, LLC., TMK: (4) 2-6-022:070, Kōloa, Kaua'i, Hawai'i

Mgrp/October 2021/22-38/ Discussion and Possible Action to approve a Grant of Easement agreement from Kukui'ula Development Company, LLC for Parcel G, Subdivision No. S-2019-19; TMK: (4) 2-6-022:070, Kōloa, Kaua'i, Hawai'i

Return by Mail (X) Pickup () To:
Department of Water
4398 Pua Loke Street
Lihu'e, Kaua'i, Hawai'i 96766

This document contains _____ pages.

Tax Map Key No.: (4) 2-6-022: 070

GRANT OF EASEMENT
for
TMK: (4) 2-6-022: 070
(Easement AU-1)

THIS INDENTURE is made on this ____ day of _____, 2021, by and between **KUKUI'ULA DEVELOPMENT COMPANY (HAWAII), LLC**, a Hawaii limited liability company, whose principal place of business and mailing address is

2700 Ke Alaula Street, Suite B
Koloa, Kauai, Hawaii 96756

(hereinafter individually or collectively "GRANTOR") and the **BOARD OF WATER SUPPLY, COUNTY OF KAUA'I**, whose mailing address is 4398 Pua Loke Street, Lihue, Kauai, Hawaii 96766 (hereafter "GRANTEE");

WITNESSETH:

THAT IN CONSIDERATION of the sum of one dollar (\$1.00) paid by the GRANTEE to the GRANTOR, the receipt of which is acknowledged, and the covenants contained in this grant of easement to be performed by the GRANTEE, the GRANTOR does hereby grant, bargain, sell and convey to the GRANTEE a non-exclusive easement in perpetuity on, over, and under that certain parcel of land located generally at Koloa District, Kaua'i, Hawaii, Tax Map Key No. (4) 2-6-022: 070; District: Koloa, Kaua'i, Hawai'i; **PROJECT NAME: Parcel G; SUBDIVISION NO.: S-2019-19**, being Easement AU-1, and

AU-1, and more particularly described in **Exhibit A**, and as shown on the map attached as **Exhibit B**, all of which exhibits are attached and incorporated by reference into this grant of easement (hereafter “easement area”).

RESERVING, HOWEVER, UNTO GRANTOR and the Kukui‘ula Community Association, a non-profit Hawaii corporation (the “**Association**”), and their tenants and licensees, the rights set forth herein, including but not limited to the right to use the easement area for any purpose in common with GRANTEE and others to whom GRANTOR or the Association grants any rights in the easement area, and to allow others to use the easement area, and the right to grant to governmental entities, any public or private utility and/or any other person or entity, additional easement rights over, under across, along, upon in and through the easement area as GRANTOR or the Association deem necessary or appropriate; provided, however, that such use or grant shall not materially interfere with the exercise of the GRANTEE’s rights under this easement. Whenever this Grant of Easement refers to “materially interfere with the exercise of GRANTEE’s rights under this easement,” any use of the easement area as of the date of this Grant of Easement and any utility lines installed as of the date of this Grant of Easement do not “materially interfere with the exercise of the GRANTEE’s rights under this easement.”

This easement is granted for the reading of water meters and for the construction, installation, re-installation, maintenance, repair, and removal of potable water pipelines and related meters, valves, and other associated waterworks facility improvements and appurtenances. The GRANTEE is further allowed the right of ingress and egress at any time to, from, and through the easement area, with or without vehicles or equipment, as the GRANTEE deems necessary for the proper operation of its water system.

TO HAVE AND TO HOLD the same unto the GRANTEE forever; provided that should the GRANTEE cease to use the easement area for the purposes described for a continuous period of two (2) calendar years, this easement shall terminate and the interest granted shall immediately and without the GRANTOR’s re-entry revert to the GRANTOR; and provided further that this easement shall terminate as to any portion of the easement area upon dedication and conveyance of such portion of the easement area to the County of Kauai. In any such an event, this easement shall cease to exist by operation of the GRANTEE’s non-use or dedication and conveyance to any governmental authority, without any necessary action on the GRANTOR’s part. Notwithstanding the foregoing, upon the request of the GRANTOR or the Association, the GRANTEE shall execute a recordable document sufficient to evidence the termination of the easement granted herein pursuant to this paragraph.

SUBJECT, HOWEVER, to that certain Second Amended and Restated Community Charter for Kukui‘ula dated August 5, 2015, recorded in the Bureau as Document No. A-56951009, as amended, restated, and supplemented, and as may be hereafter amended, restated or supplemented.

AND IN FURTHER CONSIDERATION of the rights granted to the GRANTEE the benefits accruing to the GRANTOR and the Association under this easement, the GRANTOR and GRANTEE further covenant, agree, and promise as follows:

1. That should the GRANTEE disturb in any way the ground which is the subject of the easement area, the GRANTEE shall at its own expense restore the ground to its original condition to the extent that such restoration is reasonable;
2. That the GRANTEE shall indemnify and save the GRANTOR and the Association, and their respective successors and assigns, harmless from and against all damage to the GRANTOR’s property and the easement area and all liability for injury to or the death of

persons when such damage, injury, or death is caused by the negligence of the GRANTEE, its officers, agents and employees while using the easement area;

3. That the GRANTEE shall not assign its rights under this easement without the prior written consent of the GRANTOR; provided that the GRANTEE may assign its rights to a successor of the GRANTEE duly created by law;
4. That should the GRANTOR's development plans require that the easement area and/or waterworks facility improvements within, on, or under the easement area be relocated, the GRANTOR will, at the GRANTOR's own expense and pursuant to the GRANTEE's instructions and specifications, re-locate the affected easement area and waterworks facility improvements and appurtenances without interruption of the GRANTEE's services;
5. That the GRANTOR shall at no time erect any building foundation of any kind below the surface of the land which is subject of the easement area or any building or structure of any kind (other than roads, sidewalks, utility lines, curbs or similar appurtenances) on the surface of the land which is the subject of the easement area unless the GRANTOR receives the prior written consent of the GRANTEE;

Only lawn grass shall be planted within three (3) feet of all meter boxes, fire hydrants, and other waterworks facility improvements and appurtenances. No trees with aggressive root systems shall be planted within twenty (20) feet of all meter boxes, fire hydrants, and other waterworks facility improvements and appurtenances;

This Paragraph No. 5 though, shall not prevent the GRANTOR, the Association or any others to whom the GRANTOR or the Association grants any rights in the easement area from crossing over, constructing, and maintaining roadways and other utility improvements within the easement area or laying, operating, maintaining, repairing, or removing conduits and drains which do not materially interfere with the exercise of the GRANTEE's rights under this easement;

6. That the GRANTOR covenants with the GRANTEE that the GRANTOR is the lawful owner of the land which is the subject of this easement area, that the GRANTOR has good right and title to grant this easement, and that the GRANTOR will warrant and defend the same unto the GRANTEE against the claims and demands of all persons;
7. That, in the event that any lot encumbered by this Grant of Easement is subdivided, then this Grant of Easement shall automatically affect and encumber only the subdivided lot or lots upon which the easement area described in **Exhibit A** and **Exhibit B** attached hereto is located and the other unaffected subdivided lot or lots shall be deemed free and clear of this Grant of Easement for all purposes without any further action of the parties hereto; and
8. That the GRANTOR or the Association may, without the consent or joinder of GRANTEE, dedicate all or any portion of the easement area to the County of Kauai, Hawaii, or to any other local, state, or federal governmental or quasi-governmental entity, with or without payment or compensation from such transferee. In such event, GRANTOR or the Association will use good faith efforts to notify GRANTEE of such dedication.

When used within this document the terms “GRANTOR,” “GRANTEE,” and “Association” shall mean the singular and plural, masculine and feminine, and natural persons, trustees, corporations, partnerships, limited partnerships, sole proprietorships and other forms of business entities. The terms shall also mean each such party and their respective estates, heirs, personal representatives, successors, successors-in-trust and assigns.

IT IS FURTHER MUTUALLY AGREED that the terms of this easement shall be binding upon and inure to the benefit of all the parties to this document and the Association and that all covenants and obligations undertaken by two or more persons shall be deemed to be joint and several unless a contrary intention is clearly expressed in this document.

This Agreement may be executed in counterparts. Each counterpart shall be executed by one or more parties hereinbefore named and the several counterparts shall constitute one instrument to the same effect as though the signatures of all the parties are upon the same document.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year first written above.

APPROVED:



Manager & Chief Engineer
Department of Water, County of Kaua'i

**KUKUI'ULA DEVELOPMENT COMPANY
(HAWAII), LLC, a Hawaii limited liability
company**

By: 

Name: Richard Albrecht
Its: President

GRANTOR

**APPROVAL AS TO FORM
AND LEGALITY**



Deputy County Attorney

ACCEPTED:

**BOARD OF WATER SUPPLY,
COUNTY OF KAUA'I**

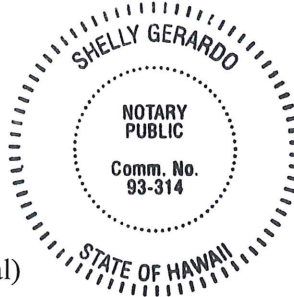
By: _____
Its: _____

GRANTEE

[GRANTOR]

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

On this 12th day of August, 2021, before me appeared **RICHARD ALBRECHT**, to me known, who, being by me duly sworn, did say that he is the President of Kukui'ula Development Company (Hawaii), LLC, a Hawaii limited liability company, and that the said instrument was signed on behalf of said Company, and he acknowledged said instrument to be the free act and deed of said Limited Liability Company.



Shelly Gerardo
Print Name: Shelly Gerardo
Notary Public, State of Hawaii
My commission expires: 12/25/23

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Grant of Easement for
TMK: (4) 2-6-022: 071 (Easement AU-1)
70

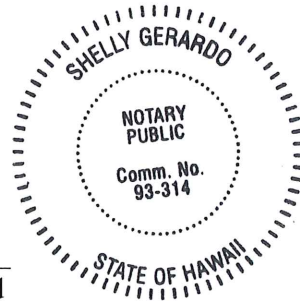
Doc. Date: _____ or Undated at time of notarization.

No. of Pages: 11 Jurisdiction: Fifth Circuit
(in which notarial act is performed)

Shelly Gerardo 8/12/21
Signature of Notary Date of Notarization and
Certification Statement

Shelly Gerardo
Printed Name of Notary

Date of notary commission expiration: 12/25/23



18

(Official Stamp or Seal)

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

On this ____ day of _____, 2021, before me appeared _____, to me personally known, who, being by me duly sworn, did say that said officer is the _____ of the **COUNTY OF KAUA'I, BOARD OF WATER SUPPLY**, and that the foregoing instrument was signed on behalf of said Department and said officer acknowledged said instrument to be the free act and deed of said Department and the said Department has no seal.

Notary Public, State of Hawaii

Name of Notary: _____

My commission expires: _____

Exhibit A

KUKUI'ULA PARCEL G SUBDIVISION

**EASEMENT AU-1
FOR ACCESS AND UTILITY PURPOSES**

Affecting all of Lot 7 (La Hiki Place) of Kukui'ula Parcel G Subdivision, being also a portion of Royal Patent 4512, Mahele Award 43 to J.Y. Kanehoa.

Situate at Lāwa'i, Kōloa, Kona, Kauai, Hawaii.

Beginning at the Southwest corner of this parcel of land, being also the Northwest corner of Lot 5 of Kukui'ula Parcel G Subdivision, the coordinates of said point of beginning referred to Government Survey Triangulation Station "WAHIANA" being 7,763.00 feet South and 12,960.37 feet East thence running by azimuths measured clockwise from true South:

Along Lot 2 (Ala Makani Kai) of Kukui'ula Parcel A Subdivision, Phase I, on a curve to the right with a radius of 622.00 feet, the chord azimuth and distance being:

1. 174° 27' 20" 59.06 feet;

Thence along Lot 6 of Kukui'ula Parcel G Subdivision, on a curve to the left with a radius of 18.00 feet, the chord azimuth and distance being:

2. 284° 23' 39" 20.24 feet;

Thence along same, on a curve to the left with a radius of 78.00 feet, the chord azimuth and distance being:

3. 232° 06' 27" 48.42 feet;

Thence along same, on a curve to the right with a radius of 172.00 feet, the chord azimuth and distance being:

4. 216° 39' 25" 15.80 feet;



AUSTIN, TSUTSUMI & ASSOCIATES, INC.

39

501 SUMNER STREET, SUITE 521
HONOLULU, HAWAII 96817-0031

CIVIL ENGINEERS • SURVEYORS
1671 WILI PALLOP, SUITE A
WAILUKU, MAUI, HAWAII 96793

100 PALM H STREET, SUITE 207
HILO, HAWAII 96720

Thence along same, on a curve to the left with a radius of 18.00 feet, the chord azimuth and distance being:

- 5. 181° 17' 40" 22.16 feet;
- 6. 143° 18' 27.65 feet along same;
- 7. 233° 18' 56.00 feet along same;
- 8. 323° 18' 27.65 feet along same;

Thence along same, on a curve to the left with a radius of 18.00 feet, the chord azimuth and distance being:

- 9. 285° 18' 20" 22.16 feet;

Thence along same, on a curve to the right with a radius of 172.00 feet, the chord azimuth and distance being:

- 10. 250° 48' 50" 21.02 feet;
- 11. 254° 19' 7.00 feet along same;
- 12. 344° 19' 44.00 feet along Lots 6, 4 and 3 of Kukui'ula Parcel G Subdivision;
- 13. 74° 19' 7.00 feet along Lot 2 of Kukui'ula Parcel G Subdivision;

Thence along Lots 2 and 1 of Kukui'ula Parcel G Subdivision, on a curve to the left with a radius of 128.00 feet, the chord azimuth and distance being:

- 14. 54° 10' 15" 88.17 feet;

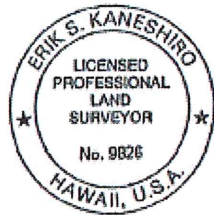


Thence along Lots 1 and 5 of
Kukui'ula Parcel G Subdivision,
on a curve to the right with a
radius of 122.00 feet, the
chord azimuth and distance
being:

15. 56° 12' 35" 92.13 feet;

Thence along Lot 5 of Kukui'ula
Parcel G Subdivision, on a
curve to the left with a radius
of 20.00 feet, the chord
azimuth and distance being:

16. 57° 33' 54" 14.22 feet to the point of beginning and
containing an area of 11,291
Square Feet.



Description Prepared By:

AUSTIN, TSUTSUMI & ASSOCIATES, INC.

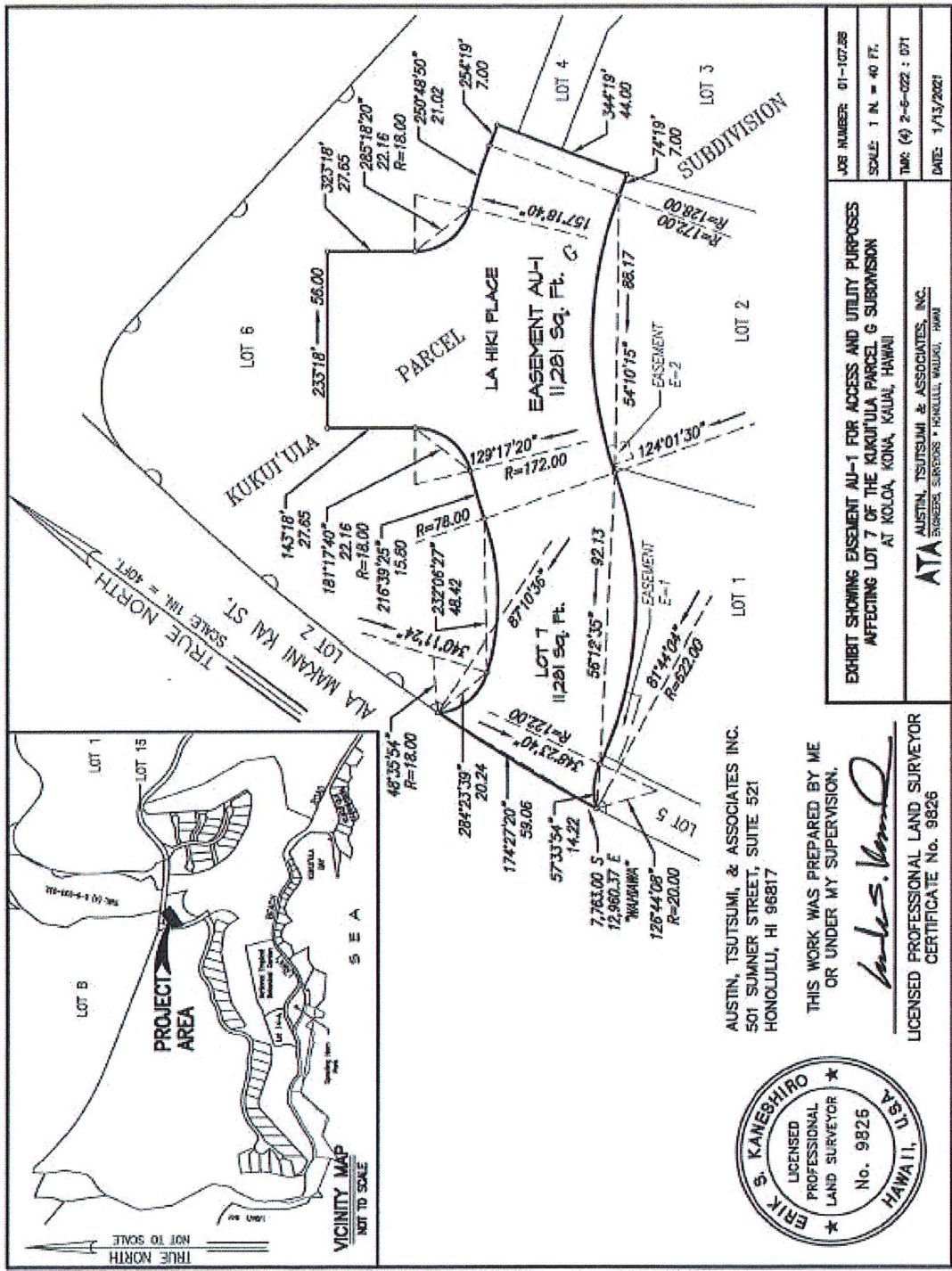
A handwritten signature in black ink, appearing to read "Erik S. Kaneshiro".

ERIK S. KANESHIRO
Licensed Professional Land Surveyor
Certificate No. 9826
Exp. 01/22

Honolulu, Hawaii
August 28, 2020

TMK: (4) 2-6-022: POR. 019
X:\BYNAME\Kukuiula\Parcel G\Descriptions\PARCEL G - EASEMENT AU-1.docx

Exhibit B



JOB NUMBER	01-10728
SCALE	1 IN. = 40 FT.
TWC (4)	2-6-022 : 071
DATE	1/13/2021

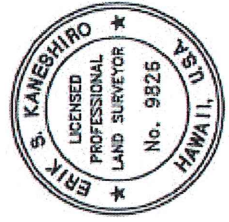
EXHIBIT SHOWING EASEMENT AU-1 FOR ACCESS AND UTILITY PURPOSES AFFECTING LOT 7 OF THE KUKUI'ULA PARCEL G SUBDIVISION AT KOLOA, KONA, KAUAI, HAWAII

ATA
 AUSTIN, TSUTSUMI & ASSOCIATES, INC.
 ENGINEERS, SURVEYORS • HONOLULU, HAWAII, HAWAII

AUSTIN, TSUTSUMI, & ASSOCIATES INC.
 501 SUMNER STREET, SUITE 521
 HONOLULU, HI 96817

THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION.

Erisk S. Kaneshiro
 LICENSED PROFESSIONAL LAND SURVEYOR
 CERTIFICATE No. 9826



DEPARTMENT OF WATER

County of Kaua'i

"Water has no Substitute – Conserve It!"

MANAGER'S REPORT No. 22-39

October 21, 2021

Re: Discussion and Possible Action to approve Grant of Easement agreements from Kukui'ula Development Company, LLC for Kainani Phase 2, Subdivision No. S-2019-13;
TMK: (4) 2-6-021:017, (4) 2-6-021:005 (por.) and (4) 2-6-021:016 (por.) Kōloa, Kaua'i, Hawai'i

RECOMMENDATION:

It is recommended that the Board approve the Grant of Easement agreements; whereby, the above landowner, grant to the Board of Water Supply, County of Kaua'i, easements "AU-1", "W-1", "W-2", "W-3" and "W-4" on, over and under that certain parcel of land located TMK: (4) 2-6-021:017, (4) 2-6-021:005 (por.) and (4) 2-6-021:016 (por.) as specified above in Kōloa, Kaua'i, Hawai'i, for the following work:

1. Reading of water meters and for the construction, installation, re-installation, maintenance, repair, and removal of potable water pipelines and related meters, valves, and other associated waterworks facility improvements and appurtenances.

Further, the GRANTEE shall indemnify and save the GRANTOR harmless from and against all damage to the GRANTOR's property and all liability for injury to or the death of persons when such damage, injury, or death is caused by the negligence of the GRANTEE, its officers, agents and employees while using the easement areas.

FUNDING: N/A.

BACKGROUND:

As part of the subject project, the above owner installed potable water pipelines and service laterals, meters, valves and other associated waterworks appurtenances. The water facilities are on private property which requires easements in favor of Department of Water for meter reading and future maintenance and repair.

OPTIONS

Option 1: Approve the Grant of Easement Agreements.

Pro: The project will be completed as designed and accepted by the Department and water service will be able to be available with a project certification completion.

Con: None.

Option 2: Do not approve the Grant of Easement Agreements.

Pro: None.

Con: The project will not be completed as designed and accepted by the Department and water service will not be able to be provided.

Attachments: Grant of Easement "AU-1" – Kukui'ula Development Company, LLC., TMK: (4) 2-6-021:017, Kōloa, Kaua'i, Hawai'i
Grant of Easement "W-1" – Kukui'ula Development Company, LLC., TMK: (4) 2-6-021:005 (por.), Kōloa, Kaua'i, Hawai'i
Grant of Easement "W-2" – Kukui'ula Development Company, LLC., TMK: (4) 2-6-021:016 (por.), Kōloa, Kaua'i, Hawai'i
Grant of Easement "W-3" – Kukui'ula Development Company, LLC., TMK: (4) 2-6-021:016 (por.), Kōloa, Kaua'i, Hawai'i
Grant of Easement "W-4" – Kukui'ula Development Company, LLC., TMK: (4) 2-6-021:016 (por.), Kōloa, Kaua'i, Hawai'i

Mgrpp/October 2021/22-39/ Discussion and Possible Action to approve Grant of Easement agreements from Kukui'ula Development Company, LLC for Kainani Phase 2, Subdivision No. S-2019-13; TMK: (4) 2-6-021:017, (4) 2-6-021:005 (por.) and (4) 2-6-021:016 (por.) Kōloa, Kaua'i, Hawai'i

Return by Mail (X) Pickup () To:
Department of Water
4398 Pua Loke Street
Lihu'e, Kaua'i, Hawai'i 96766

This document contains _____ pages.

Tax Map Key No.: (4) 2-6-021: 017

GRANT OF EASEMENT
for
TMK: (4) 2-6-021: 017
(Easement AU-1)

THIS INDENTURE is made on this ____ day of _____, 2021, by and between **KUKUI'ULA RESIDENTIAL DEVELOPMENT, LLC**, a Hawaii limited liability company, whose principal place of business and mailing address is

2700 Ke Alaula Street, Suite B
Koloa, Kauai, Hawaii 96756

(hereinafter individually or collectively "GRANTOR") and the **BOARD OF WATER SUPPLY, COUNTY OF KAUA'I**, whose mailing address is 4398 Pua Loke Street, Lihue, Kauai, Hawaii 96766 (hereafter "GRANTEE");

WITNESSETH:

THAT IN CONSIDERATION of the sum of one dollar (\$1.00) paid by the GRANTEE to the GRANTOR, the receipt of which is acknowledged, and the covenants contained in this grant of easement to be performed by the GRANTEE, the GRANTOR does hereby grant, bargain, sell and convey to the GRANTEE a non-exclusive easement in perpetuity on, over, and under that certain parcel of land located generally at Koloa District, Kaua'i, Hawaii, **Tax Map Key No. (4) 2-6-021: 017; District: Koloa, Kaua'i, Hawai'i; PROJECT NAME: Kainani Phase 2 ; SUBDIVISION NO.: S-2019-13**, being

being Easement AU-1, and more particularly described in Exhibit A, and as shown on the map attached as Exhibit B, all of which exhibits are attached and incorporated by reference into this grant of easement (hereafter "easement area").

RESERVING, HOWEVER, UNTO GRANTOR and the Kukui'ula Community Association, a non-profit Hawaii corporation (the "**Association**"), and their tenants and licensees, the rights set forth herein, including but not limited to the right to use the easement area for any purpose in common with GRANTEE and others to whom GRANTOR or the Association grants any rights in the easement area, and to allow others to use the easement area, and the right to grant to governmental entities, any public or private utility and/or any other person or entity, additional easement rights over, under across, along, upon in and through the easement area as GRANTOR or the Association deem necessary or appropriate; provided, however, that such use or grant shall not materially interfere with the exercise of the GRANTEE's rights under this easement. Whenever this Grant of Easement refers to "materially interfere with the exercise of GRANTEE's rights under this easement," any use of the easement area as of the date of this Grant of Easement and any utility lines installed as of the date of this Grant of Easement do not "materially interfere with the exercise of the GRANTEE's rights under this easement."

This easement is granted for the reading of water meters and for the construction, installation, re-installation, maintenance, repair, and removal of potable water pipelines and related meters, valves, and other associated waterworks facility improvements and appurtenances. The GRANTEE is further allowed the right of ingress and egress at any time to, from, and through the easement area, with or without vehicles or equipment, as the GRANTEE deems necessary for the proper operation of its water system.

TO HAVE AND TO HOLD the same unto the GRANTEE forever; provided that should the GRANTEE cease to use the easement area for the purposes described for a continuous period of two (2) calendar years, this easement shall terminate and the interest granted shall immediately and without the GRANTOR's re-entry revert to the GRANTOR; and provided further that this easement shall terminate as to any portion of the easement area upon dedication and conveyance of such portion of the easement area to the County of Kauai. In any such an event, this easement shall cease to exist by operation of the GRANTEE's non-use or dedication and conveyance to any governmental authority, without any necessary action on the GRANTOR's part. Notwithstanding the foregoing, upon the request of the GRANTOR or the Association, the GRANTEE shall execute a recordable document sufficient to evidence the termination of the easement granted herein pursuant to this paragraph.

SUBJECT, HOWEVER, to that certain Second Amended and Restated Community Charter for Kukui'ula dated August 5, 2015, recorded in the Bureau as Document No. A-56951009, as amended, restated, and supplemented, and as may be hereafter amended, restated or supplemented.

AND IN FURTHER CONSIDERATION of the rights granted to the GRANTEE the benefits accruing to the GRANTOR and the Association under this easement, the GRANTOR and GRANTEE further covenant, agree, and promise as follows:

1. That should the GRANTEE disturb in any way the ground which is the subject of the easement area, the GRANTEE shall at its own expense restore the ground to its original condition to the extent that such restoration is reasonable;
2. That the GRANTEE shall indemnify and save the GRANTOR and the Association, and their respective successors and assigns, harmless from and against all damage to the GRANTOR's property and the easement area and all liability for injury to or the death of

persons when such damage, injury, or death is caused by the negligence of the GRANTEE, its officers, agents and employees while using the easement area;

3. That the GRANTEE shall not assign its rights under this easement without the prior written consent of the GRANTOR; provided that the GRANTEE may assign its rights to a successor of the GRANTEE duly created by law;
4. That should the GRANTOR's development plans require that the easement area and/or waterworks facility improvements within, on, or under the easement area be relocated, the GRANTOR will, at the GRANTOR's own expense and pursuant to the GRANTEE's instructions and specifications, re-locate the affected easement area and waterworks facility improvements and appurtenances without interruption of the GRANTEE's services;
5. That the GRANTOR shall at no time erect any building foundation of any kind below the surface of the land which is subject of the easement area or any building or structure of any kind (other than roads, sidewalks, utility lines, curbs or similar appurtenances) on the surface of the land which is the subject of the easement area unless the GRANTOR receives the prior written consent of the GRANTEE;

Only lawn grass shall be planted within three (3) feet of all meter boxes, fire hydrants, and other waterworks facility improvements and appurtenances. No trees with aggressive root systems shall be planted within twenty (20) feet of all meter boxes, fire hydrants, and other waterworks facility improvements and appurtenances;

This Paragraph No. 5 though, shall not prevent the GRANTOR, the Association or any others to whom the GRANTOR or the Association grants any rights in the easement area from crossing over, constructing, and maintaining roadways and other utility improvements within the easement area or laying, operating, maintaining, repairing, or removing conduits and drains which do not materially interfere with the exercise of the GRANTEE's rights under this easement;

6. That the GRANTOR covenants with the GRANTEE that the GRANTOR is the lawful owner of the land which is the subject of this easement area, that the GRANTOR has good right and title to grant this easement, and that the GRANTOR will warrant and defend the same unto the GRANTEE against the claims and demands of all persons;
7. That, in the event that any lot encumbered by this Grant of Easement is subdivided, then this Grant of Easement shall automatically affect and encumber only the subdivided lot or lots upon which the easement area described in **Exhibit A** and **Exhibit B** attached hereto is located and the other unaffected subdivided lot or lots shall be deemed free and clear of this Grant of Easement for all purposes without any further action of the parties hereto; and
8. That the GRANTOR or the Association may, without the consent or joinder of GRANTEE, dedicate all or any portion of the easement area to the County of Kauai, Hawaii, or to any other local, state, or federal governmental or quasi-governmental entity, with or without payment or compensation from such transferee. In such event, GRANTOR or the Association will use good faith efforts to notify GRANTEE of such dedication.

When used within this document the terms “GRANTOR,” “GRANTEE,” and “Association” shall mean the singular and plural, masculine and feminine, and natural persons, trustees, corporations, partnerships, limited partnerships, sole proprietorships and other forms of business entities. The terms shall also mean each such party and their respective estates, heirs, personal representatives, successors, successors-in-trust and assigns.

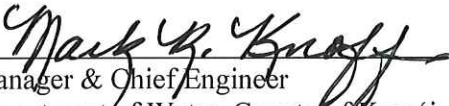
IT IS FURTHER MUTUALLY AGREED that the terms of this easement shall be binding upon and inure to the benefit of all the parties to this document and the Association and that all covenants and obligations undertaken by two or more persons shall be deemed to be joint and several unless a contrary intention is clearly expressed in this document.

This Agreement may be executed in counterparts. Each counterpart shall be executed by one or more parties hereinbefore named and the several counterparts shall constitute one instrument to the same effect as though the signatures of all the parties are upon the same document.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year first written above.

APPROVED:



Manager & Chief Engineer
Department of Water, County of Kaua'i


**KUKUI'ULA RESIDENTIAL
DEVELOPMENT, LLC**, a Hawaii limited
liability company

By: 

Name: Richard Albrecht
Its: Authorized Signatory

GRANTOR

**APPROVAL AS TO FORM
AND LEGALITY**



Deputy County Attorney

ACCEPTED:

**BOARD OF WATER SUPPLY,
COUNTY OF KAUA'I**

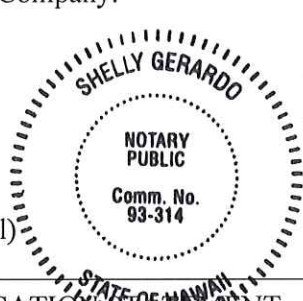
By: _____
Its: _____

GRANTEE

[GRANTOR]

STATE OF HAWAII)
)
COUNTY OF KAUAI) ss.

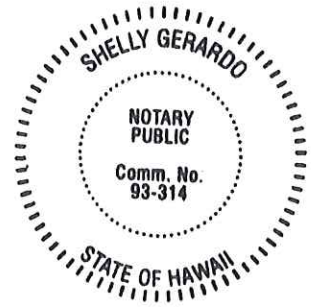
On this 5th day of October, 2021, before me appeared **RICHARD ALBRECHT**, to me known, who, being by me duly sworn, did say that he is the Authorized Signatory of Kukui'ula Residential Development, LLC, a Hawaii limited liability company, and that the said instrument was signed on behalf of said Company, and he acknowledged said instrument to be the free act and deed of said Limited Liability Company.



(Official Stamp or Seal)

Shelly Gerardo
Print Name: Shelly Gerardo
Notary Public, State of Hawaii
My commission expires: 12/25/23

<u>NOTARY CERTIFICATION STATEMENT</u>	
Document Identification or Description: Grant of Easement for TMK: (4) 2-6-021: 017 (Easement AU-1)	
Doc. Date: _____ or <input checked="" type="checkbox"/> Undated at time of notarization.	
No. of Pages: <u>12</u>	Jurisdiction: Fifth Circuit (in which notarial act is performed)
<u>Shelly Gerardo</u> Signature of Notary	<u>10/5/21</u> Date of Notarization and Certification Statement
<u>Shelly Gerardo</u> Printed Name of Notary	
Date of notary commission expiration: <u>12/25/23</u>	(Official Stamp or Seal)



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

On this ____ day of _____, 2021, before me appeared _____, to me personally known, who, being by me duly sworn, did say that said officer is the _____ of the **COUNTY OF KAUA'I, BOARD OF WATER SUPPLY**, and that the foregoing instrument was signed on behalf of said Department and said officer acknowledged said instrument to be the free act and deed of said Department and the said Department has no seal.

Notary Public, State of Hawaii

Name of Notary: _____

My commission expires: _____

Exhibit A

KUKUI'ULA RESIDENTIAL SUBDIVISION, PHASE III-C-II

EASEMENT AU-1

Affecting all of Lot 8 of Kukui'ula Residential Subdivision, Phase III-C-II, being also a portion of Royal Patent 6714, Land Commission Award 7714-B, Apana 2 to M. Kekuaiwa no M. Kekuanaoa.

Situate at Kōloa, Kona, Kauai, Hawaii.

Beginning at a North corner of this easement, being also the East corner of Lot 6 of Kukui'ula Residential Subdivision, Phase III-C-II, along the Southwesterly side of Lot 17 (Ala Pualeikukui) of Kukui'ula Large-Lot Subdivision III, the coordinates of said point of beginning referred to Government Survey Triangulation Station "WAHIAWA" being 7,854.17 feet South and 19,386.63 feet East thence running by azimuths measured clockwise from true South:

Along Lot 17 (Ala Pualeikukui) of Kukui'ula Large-Lot Subdivision III, on a curve to the right with a radius of 453.00 feet, the chord azimuth and distance being:

1. 322° 53' 17" 61.43 feet;

Thence along Lot 1 of Kukui'ula Residential Subdivision, Phase III-C-II, on a curve to the left with a radius of 10.00 feet, the chord azimuth and distance being:

2. 98° 23' 17" 14.95 feet;

3. 50° 00' 45.36 feet along same;

Thence along same on a curve to the left with a radius of 10.00 feet, the chord azimuth and distance being:

4. 359° 02' 10" 15.53 feet;



AUSTIN, TSUTSUMI & ASSOCIATES, INC.

601 SUMNER STREET, SUITE 921
HONOLULU, HAWAII 96817-3031

CIVIL ENGINEERS • SURVEYORS
1871 WILI PA LOOP, SUITE A
WAILUKU, MAUI, HAWAII 96793

100 PALAHI STREET, SUITE 207
HILO, HAWAII 96720

37

Thence along same on a curve to the right with a radius of 190.00 feet, the chord azimuth and distance being:

5. 311° 12' 10" 20.75 feet;

6. 44° 20' 10.00 feet along same;

Thence along same on a curve to the right with a radius of 180.00 feet, the chord azimuth and distance being:

7. 319° 35' 32.94 feet;

8. 38° 00' 31.64 feet along same;

Thence along Lot 2 of Kukui'ula Residential Subdivision, Phase III-C-II, on a curve to the left with a radius of 150.00 feet, the chord azimuth and distance being:

9. 138° 10' 03" 52.96 feet;

10. 128° 00' 21.74 feet along same;

Thence along Lots 2, 3 and 4 of Kukui'ula Residential Subdivision, Phase III-C-II, on a curve to the right with a radius of 320.00 feet, the chord azimuth and distance being:

11. 138° 53' 52" 121.00 feet;

Thence along Lot 4 of Kukui'ula Residential Subdivision, Phase III-C-II, on a curve to the left with a radius of 25.00 feet, the chord azimuth and distance being:

12. 130° 49' 52" 16.25 feet;

-2-



AUSTIN, TSUTSUMI & ASSOCIATES, INC.

801 SUMNER STREET, SUITE 621
HONOLULU, HAWAII 96817-5021

CIVIL ENGINEERS • SURVEYORS
1871 WILI PA LOOP, SUITE A
WAILUKU, MAUI, HAWAII 96793

100 PALAUU STREET, SUITE 215
HILO, HAWAII 96720

38

Thence along same on a curve to the right with a radius of 40.00 feet, the chord azimuth and distance being:

13. 150° 27' 21" 49.90 feet;

Thence along Lot 5 of Kukui'ula Residential Subdivision, Phase III-C-II, on a curve to the right with a radius of 40.00 feet, the chord azimuth and distance being:

14. 221° 20' 28" 42.74 feet;

Thence along Lot 6 of Kukui'ula Residential Subdivision, Phase III-C-II, on a curve to the right with a radius of 40.00 feet, the chord azimuth and distance being:

15. 318° 16' 26" 72.29 feet;

Thence along same on a curve to the left with a radius of 25.00 feet, the chord azimuth and distance being:

16. 355° 00' 01" 23.40 feet;

Thence along same on a curve to the left with a radius of 280.00 feet, the chord azimuth and distance being:

17. 321° 40' 15" 52.89 feet;

Thence along same on a curve to the left with a radius of 10.00 feet, the chord azimuth and distance being:

18. 273° 07' 33" 13.67 feet;

19. 230° 00' 58.28 feet along same;

-3-



AUSTIN, TSUTSUMI & ASSOCIATES, INC.

CIVIL ENGINEERS • SURVEYORS

801 SUMNER STREET, SUITE 821
HONOLULU, HAWAII 96817-5631

1871 WILIPA LOOP, SUITE A
WAILUKU, MAUI, HAWAII 96793

100 PALAHE STREET, SUITE 213
HILO, HAWAII 96730

39

Thence along same on a curve to the left with a radius of 10.00 feet, the chord azimuth an distance being:

20. 184° 30' 14.27 feet to the point of beginning and containing an area of 15,449 Square Feet.



AUSTIN, TSUTSUMI & ASSOCIATES, INC.

Description Prepared By:

Erik S. Kaneshiro EXP 2/4/20

ERIK S. KANESHIRO

Licensed Professional Land Surveyor
Certificate No. 9826

Honolulu, Hawaii
April 1, 2020

TMK: (4) 2-6-021: (Portion) 005
X:\BYNAME\Kukuiula\Parcel U-AA\Descriptions\PHASE III-C-II\EASEMENT AU-1.d.cx

-4-



AUSTIN, TSUTSUMI & ASSOCIATES, INC.

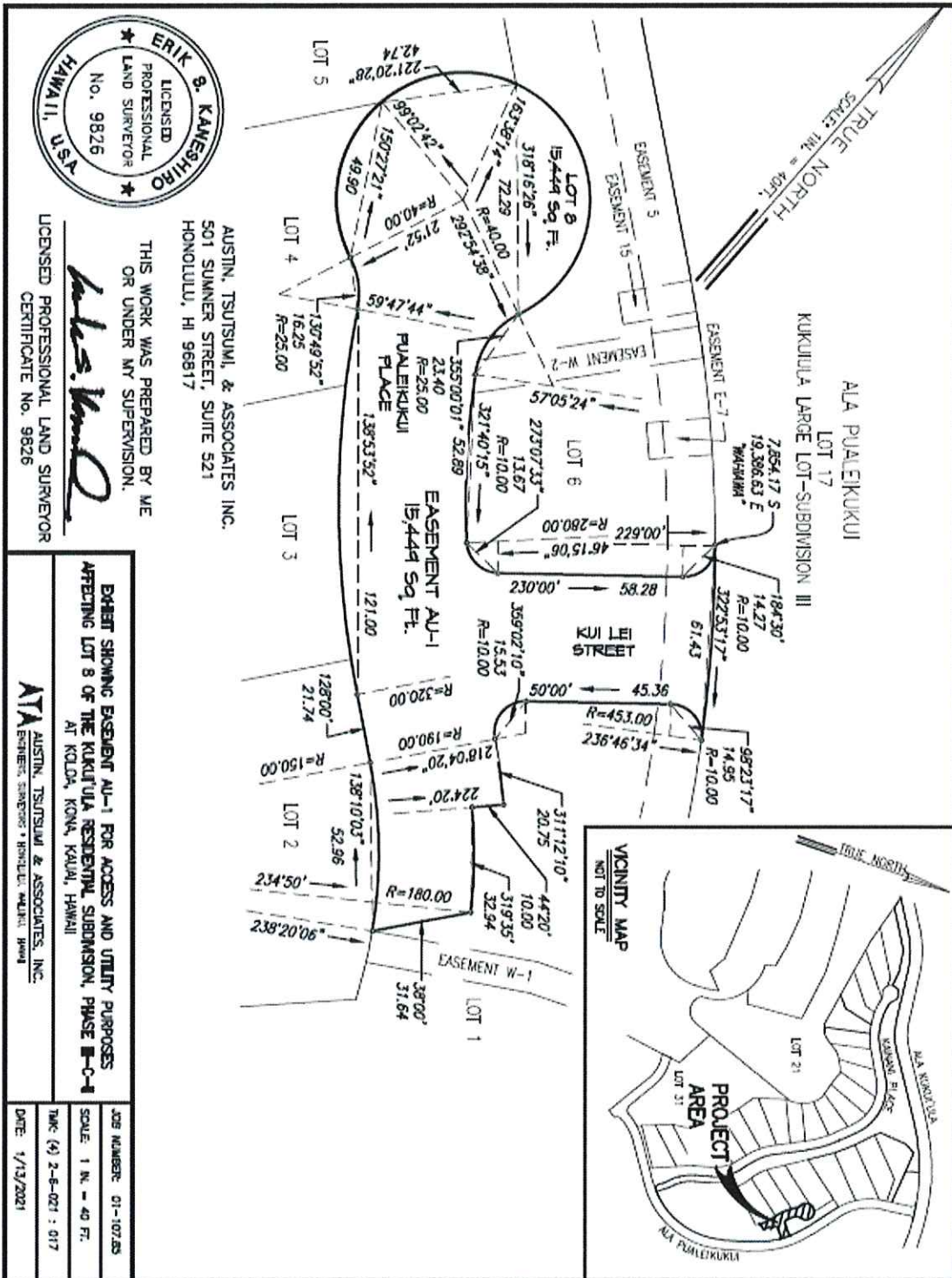
801 SURFER STREET, SUITE 831
HONOLULU, HAWAII 96817-2001

CIVIL ENGINEERS • SURVEYORS
1871 WILIPA LOOP, SUITE A
WAILUKU, MAUI, HAWAII 96793

100 PALAHI STREET, SUITE 213
HILO, HAWAII 96730

40

Exhibit B



AUSTIN, TSUTSUMI, & ASSOCIATES INC.
 501 SUMNER STREET, SUITE 521
 HONOLULU, HI 96817

THIS WORK WAS PREPARED BY ME
 OR UNDER MY SUPERVISION.

Erik S. Kaneshiro
 LICENSED PROFESSIONAL LAND SURVEYOR
 CERTIFICATE NO. 9826

SHEET SHOWING EASEMENT AL-1 FOR ACCESS AND UTILITY PURPOSES AFFECTING LOT 8 OF THE KUKULUA RESIDENTIAL SUBDIVISION, PHASE III-C-1 AT KOLEA, KONA, KAUAI, HAWAII	
PROJECT AREA LOT 31	VICINITY MAP NOT TO SCALE
JOB NUMBER: 01-10725	SCALE: 1" = 40 FT.
DATE: 1/13/2021	TANK: (4) 2-B-021 : 017
AUSTIN, TSUTSUMI & ASSOCIATES, INC. ENGINEERS, SURVEYORS • HONOLULU, HAWAII	

Return by Mail (X) Pickup () To:
Department of Water
4398 Pua Loke Street
Lihu'e, Kaua'i, Hawai'i 96766

This document contains _____ pages.

Tax Map Key No.: (4) 2-6-021: 005 (por.)

GRANT OF EASEMENT
for
TMK: (4) 2-6-021: 005 (por.)
(Easement W-1)

THIS INDENTURE is made on this ____ day of _____, 2021, by and between **KAINANI VILLAS, LLC**, a Hawaii limited liability company, whose principal place of business and mailing address is

2700 Ke Alaula Street, Suite B
Koloa, Kauai, Hawaii 96756

(hereinafter individually or collectively "GRANTOR") and the **BOARD OF WATER SUPPLY, COUNTY OF KAUA'I**, whose mailing address is 4398 Pua Loke Street, Lihue, Kauai, Hawaii 96766 (hereafter "GRANTEE");

WHEREAS, pursuant to Section 17.1 of that certain Second Amended and Restated Declaration of Condominium Property Regime of Kainani Villas dated March 31, 2016, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. A-59400609, as amended (hereafter "Declaration"), the GRANTOR is the holder of certain reserved rights to grant access and utility easements to a public or private utility over and otherwise deal with the Property (defined below), as the GRANTOR deems necessary or appropriate for the development, conveyance or use of the Property (collectively, the "Reserved Rights");

WHEREAS, pursuant to its Reserved Rights, the GRANTOR desires to grant, and the

is willing to accept, a non-exclusive easement for waterline purposes over, under, across and through the easement area (defined below);

NOW, THEREFORE, in consideration of the premises and of the covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

WITNESSETH:

THAT IN CONSIDERATION of the sum of one dollar (\$1.00) paid by the GRANTEE to the GRANTOR, the receipt of which is acknowledged, and the covenants contained in this grant of easement to be performed by the GRANTEE, the GRANTOR does hereby grant, bargain, sell and convey to the GRANTEE, pursuant to its Reserved Rights reserved in the Declaration, a non-exclusive easement in perpetuity on, over, and under a portion of that certain parcel of land located generally at Koloa District, Kaua'i, Hawaii, Tax Map Key No. (4) 2-6-021: 005; District: Koloa, Kaua'i, Hawai'i; **PROJECT NAME: Kainani Phase 2 ; SUBDIVISION NO.: S-2019-13** (herein called "Property"), being Easement W-1, and more particularly described in Exhibit A, and as shown on the map attached as Exhibit B, all of which exhibits are attached and incorporated by reference into this grant of easement (hereafter "easement area").

RESERVING, HOWEVER, UNTO GRANTOR, as "Developer" under the Declaration, and the Kukui'ula Community Association, a non-profit Hawaii corporation (the "Association"), and their tenants and licensees, the rights set forth herein, including but not limited to the right to use the easement area for any purpose in common with GRANTEE and others to whom GRANTOR or the Association grants any rights in the easement area, and to allow others to use the easement area, and the right to grant to governmental entities, any public or private utility and/or any other person or entity, additional easement rights over, under across, along, upon in and through the easement area as GRANTOR or the Association deem necessary or appropriate; provided, however, that such use or grant shall not materially interfere with the exercise of the GRANTEE's rights under this easement. Whenever this Grant of Easement refers to "materially interfere with the exercise of GRANTEE's rights under this easement," any use of the easement area as of the date of this Grant of Easement and any utility lines installed as of the date of this Grant of Easement do not "materially interfere with the exercise of the GRANTEE's rights under this easement."

This easement is granted for the reading of water meters and for the construction, installation, re-installation, maintenance, repair, and removal of potable water pipelines and related meters, valves, and other associated waterworks facility improvements and appurtenances. The GRANTEE is further allowed the right of ingress and egress at any time to, from, and through the easement area, with or without vehicles or equipment, as the GRANTEE deems necessary for the proper operation of its water system.

TO HAVE AND TO HOLD the same unto the GRANTEE forever; provided that should the GRANTEE cease to use the easement area for the purposes described for a continuous period of two (2) calendar years, this easement shall terminate and the interest granted shall immediately and without the GRANTOR's re-entry revert to the GRANTOR; and provided further that this easement shall terminate as to any portion of the easement area upon dedication and conveyance of such portion of the easement area to the County of Kauai. In any such an event, this easement shall cease to exist by operation of the GRANTEE's non-use or dedication and conveyance to any governmental authority, without any necessary action on the GRANTOR's part. Notwithstanding the foregoing, upon the request of the GRANTOR or the Association, the GRANTEE shall execute a recordable document sufficient to evidence the termination of the easement granted herein pursuant to this paragraph.

SUBJECT, HOWEVER, to the Declaration and that certain Second Amended and Restated

SUBJECT, HOWEVER, to the Declaration and that certain Second Amended and Restated Community Charter for Kukui'ula dated August 5, 2015, recorded in the Bureau as Document No. A-56951009, as amended, restated, and supplemented, and as may be hereafter amended, restated or supplemented.

AND IN FURTHER CONSIDERATION of the rights granted to the GRANTEE the benefits accruing to the GRANTOR and the Association under this easement, the GRANTOR and GRANTEE further covenant, agree, and promise as follows:

1. That should the GRANTEE disturb in any way the ground which is the subject of the easement area, the GRANTEE shall at its own expense restore the ground to its original condition to the extent that such restoration is reasonable;
2. That the GRANTEE shall indemnify and save the GRANTOR and the Association, and their respective successors and assigns, harmless from and against all damage to the GRANTOR's property and the easement area and all liability for injury to or the death of persons when such damage, injury, or death is caused by the negligence of the GRANTEE, its officers, agents and employees while using the easement area;
3. That the GRANTEE shall not assign its rights under this easement without the prior written consent of the GRANTOR; provided that the GRANTEE may assign its rights to a successor of the GRANTEE duly created by law;
4. That should the GRANTOR's development plans require that the easement area and/or waterworks facility improvements within, on, or under the easement area be relocated, the GRANTOR will, at the GRANTOR's own expense and pursuant to the GRANTEE's instructions and specifications, re-locate the affected easement area and waterworks facility improvements and appurtenances without interruption of the GRANTEE's services;
5. That the GRANTOR shall at no time erect any building foundation of any kind below the surface of the land which is subject of the easement area or any building or structure of any kind (other than roads, sidewalks, utility lines, curbs or similar appurtenances) on the surface of the land which is the subject of the easement area unless the GRANTOR receives the prior written consent of the GRANTEE;

Only lawn grass shall be planted within three (3) feet of all meter boxes, fire hydrants, and other waterworks facility improvements and appurtenances. No trees with aggressive root systems shall be planted within twenty (20) feet of all meter boxes, fire hydrants, and other waterworks facility improvements and appurtenances;

This Paragraph No. 5 though, shall not prevent the GRANTOR, the Association or any others to whom the GRANTOR or the Association grants any rights in the easement area from crossing over, constructing, and maintaining roadways and other utility improvements within the easement area or laying, operating, maintaining, repairing, or removing conduits and drains which do not materially interfere with the exercise of the GRANTEE's rights under this easement;

6. That the GRANTOR covenants with the GRANTEE that the GRANTOR is the lawful holder of the Reserved Rights which affect the land which is the subject of this easement area, that the GRANTOR has good right and title to grant this easement, and that the

GRANTOR will warrant and defend the same unto the GRANTEE against the claims and demands of all persons;

7. That, in the event that any lot encumbered by this Grant of Easement is subdivided, then this Grant of Easement shall automatically affect and encumber only the subdivided lot or lots upon which the easement area described in **Exhibit A** and **Exhibit B** attached hereto is located and the other unaffected subdivided lot or lots shall be deemed free and clear of this Grant of Easement for all purposes without any further action of the parties hereto; and
8. That the GRANTOR or the Association may, without the consent or joinder of GRANTEE, dedicate all or any portion of the easement area to the County of Kauai, Hawaii, or to any other local, state, or federal governmental or quasi-governmental entity, with or without payment or compensation from such transferee. In such event, GRANTOR or the Association will use good faith efforts to notify GRANTEE of such dedication.

When used within this document the terms "GRANTOR," "GRANTEE," and "Association" shall mean the singular and plural, masculine and feminine, and natural persons, trustees, corporations, partnerships, limited partnerships, sole proprietorships and other forms of business entities. The terms shall also mean each such party and their respective estates, heirs, personal representatives, successors, successors-in-trust and assigns. So long as the easement area is part of the common elements of Kainani Villas condominium project, the GRANTOR shall mean the developer under the condominium documents of such condominium project solely to the extent of its reserved rights thereunder, or the owners of the condominium units in the Kainani Villas condominium project acting through its board of directors of the Condominium Association. The GRANTOR is granting the easement rights set forth herein pursuant to the rights reserved unto the GRANTOR as "Developer" under the Declaration.

IT IS FURTHER MUTUALLY AGREED that the terms of this easement shall be binding upon and inure to the benefit of all the parties to this document and the Association and that all covenants and obligations undertaken by two or more persons shall be deemed to be joint and several unless a contrary intention is clearly expressed in this document.

This Agreement may be executed in counterparts. Each counterpart shall be executed by one or more parties hereinbefore named and the several counterparts shall constitute one instrument to the same effect as though the signatures of all the parties are upon the same document.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year first written above.

APPROVED:



Manager & Chief Engineer
Department of Water, County of Kaua'i

KAINANI VILLAS, LLC,
a Hawaii limited liability company

By: 

Name: Richard Albrecht
Its: Authorized Signatory

GRANTOR

**APPROVAL AS TO FORM
AND LEGALITY**



Deputy County Attorney

ACCEPTED:

**BOARD OF WATER SUPPLY,
COUNTY OF KAUA'I**

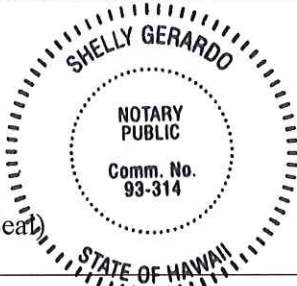
By: _____
Its: _____

GRANTEE

[GRANTOR]

STATE OF HAWAII)
)
COUNTY OF KAUAI) ss.

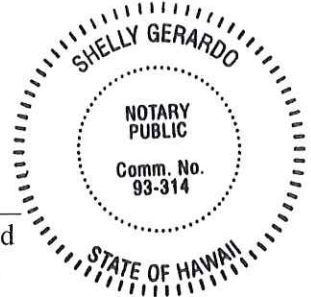
On this 5th day of October, 2021, before me appeared **RICHARD ALBRECHT**, to me known, who, being by me duly sworn, did say that he is the Authorized Signatory of Kainani Villas, LLC, a Hawaii limited liability company, and that the said instrument was signed on behalf of said Company, and he acknowledged said instrument to be the free act and deed of said Limited Liability Company.



(Official Stamp or Seal)

Shelly Gerardo
Print Name: Shelly Gerardo
Notary Public, State of Hawaii
My commission expires: 12/25/23

NOTARY CERTIFICATION STATEMENT	
Document Identification or Description: Grant of Easement for TMK: (4) 2-6-021: 005 (por.) (Easement W-1)	
Doc. Date: _____ or <input checked="" type="checkbox"/> Undated at time of notarization.	
No. of Pages: <u>10</u>	Jurisdiction: Fifth Circuit (in which notarial act is performed)
<u>Shelly Gerardo</u> Signature of Notary	<u>10/5/21</u> Date of Notarization and Certification Statement
<u>Shelly Gerardo</u> Printed Name of Notary	
Date of notary commission expiration: <u>12/25/23</u>	(Official Stamp or Seal)



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

On this ____ day of _____, 2021, before me appeared _____, to me personally known, who, being by me duly sworn, did say that said officer is the _____ of the **COUNTY OF KAUA'I, BOARD OF WATER SUPPLY**, and that the foregoing instrument was signed on behalf of said Department and said officer acknowledged said instrument to be the free act and deed of said Department and the said Department has no seal.

Notary Public, State of Hawaii

Name of Notary: _____

My commission expires: _____

Exhibit A

KUKUI'ULA RESIDENTIAL SUBDIVISION, PHASE III-C-II

**EASEMENT W-1
FOR WATERLINE PURPOSES**

Affecting Lot 1 of Kukui'ula Residential Subdivision, Phase III-C-II, being also a portion of Royal Patent 6714, Land Commission Award 7714-B, Apana 2 to M. Kekuaiwa no M. Kekuaaoa.

Situate at Kōloa, Kona, Kauai, Hawaii.

Beginning at the Southwest corner of this easement, being also the South corner of Lot 8 of Kukui'ula Residential Subdivision, Phase III-C-II, the coordinates of said point of beginning referred to Government Survey Triangulation Station "WAHIANA" being 8,016.45 feet South and 19,385.04 feet East thence running by azimuths measured clockwise from true South:

1. 239° 23' 52.97 feet along the remainder of Lot 1 of Kukui'ula Residential Subdivision, Phase III-C-II;

2. 247° 56' 34.66 feet along same;

Thence along Lot 17 (Ala Pualeikukui) of Kukui'ula Large-Lot Subdivision III, on a curve to the right with a radius of 453.00 feet, the chord azimuth and distance being:

3. 337° 55' 30" 10.00 feet;

4. 67° 56' 33.89 feet along the remainder of Lot 1 of Kukui'ula Residential Subdivision, Phase III-C-II;

5. 59° 23' 52.39 feet along same;

Thence along Lot 2 of Kukui'ula Residential Subdivision, Phase III-C-II, on a curve to the left with a radius of 150.00 feet, the chord azimuth and distance being:



AUSTIN, TSUTSUMI & ASSOCIATES, INC.

501 SUMNER STREET, SUITE 511
HONOLULU, HAWAII 96817-5031

CIVIL ENGINEERS • SURVEYORS
1871 WILK PA LOOP, SUITE A
WAILUKU, MAUI, HAWAII 96793

100 PALIAGE STREET, SUITE 207
HELE, HAWAII 96720

6. 150° 14' 44" 10.00 feet to the point of beginning and containing an area of 869 square feet.



AUSTIN, TSUTSUMI & ASSOCIATES, INC.

Description Prepared By:

Erik S. Kaneshiro Exp 04/20

ERIK S. KANESHIRO
Licensed Professional Land Surveyor
Certificate No. 9826

Honolulu, Hawaii
April 1, 2020

TMK: (4) 2-6-021: 005 (Portion)

H:\BIRING\Buhula\Excel U A\Description\KATHANI 4 LOT\EMD\BHY W-1.docx

-2-



AUSTIN, TSUTSUMI & ASSOCIATES, INC.

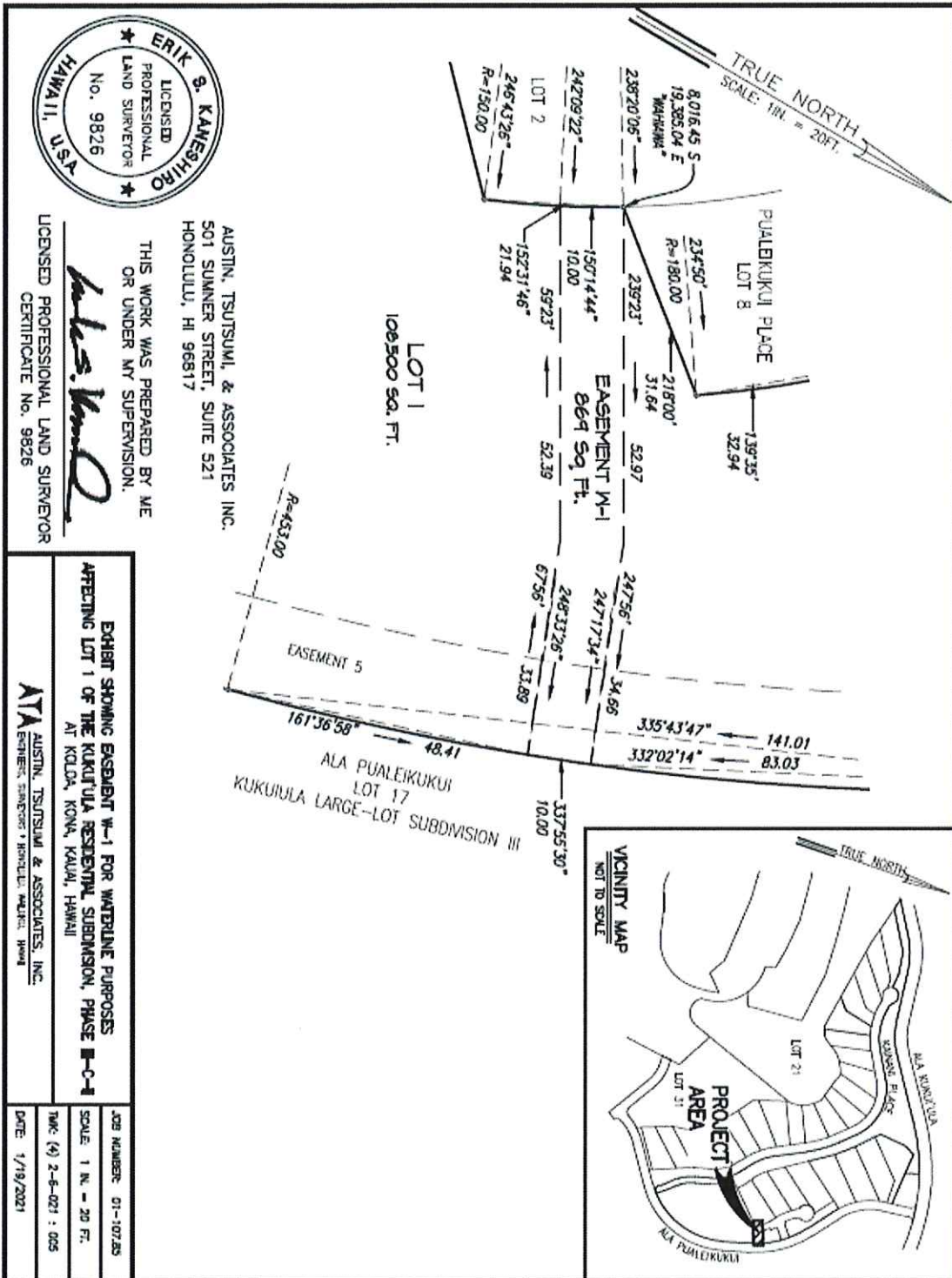
301 SUMNER STREET, SUITE 831
HONOLULU, HAWAII 96817-5031

CIVIL ENGINEERS • SURVEYORS
1471 WILIPA LOOP, SUITE A
WAILUKU, MAUI, HAWAII 96793

100 PALIAH STREET, SUITE 213
H.E.O., HAWAII 96720

44

Exhibit B



AUSTIN, TSUTSUMI, & ASSOCIATES INC.
501 SUMNER STREET, SUITE 521
HONOLULU, HI 96817

THIS WORK WAS PREPARED BY ME
OR UNDER MY SUPERVISION.

Erik S. Kaneshimo
LICENSED PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO. 9826

EXHIBIT SHOWING EASEMENT W-1 FOR WATERLINE PURPOSES		JOB NUMBER: 01-10723
AFFECTING LOT 1 OF THE KUKUIULA RESIDENTIAL SUBDIVISION, PHASE B-C-1		SCALE: 1" = 20 FT.
AT KOLOA, KONA, KAILUA, HAWAII		TWC (X) 2-6-021 : 005
AUSTIN, TSUTSUMI & ASSOCIATES, INC. EXHIBIT, STANDARD - HONOLULU, HAWAII, 1994		DATE: 1/19/2021

Return by Mail (X) Pickup () To:
Department of Water
4398 Pua Loke Street
Lihue, Kaua'i, Hawai'i 96766

This document contains ____ pages.

Tax Map Key No.: (4) 2-6-021: 016 (por.)

GRANT OF EASEMENT
for
TMK: (4) 2-6-021: 016 (por.)
(Easement W-2)

THIS INDENTURE is made on this ____ day of _____, 2021, by and between **KUKUI'ULA RESIDENTIAL DEVELOPMENT, LLC**, a Hawaii limited liability company, whose principal place of business and mailing address is

2700 Ke Alaula Street, Suite B
Koloa, Kauai, Hawaii 96756

(hereinafter individually or collectively "GRANTOR") and the **BOARD OF WATER SUPPLY, COUNTY OF KAUA'I**, whose mailing address is 4398 Pua Loke Street, Lihue, Kauai, Hawaii 96766 (hereafter "GRANTEE");

WITNESSETH:

THAT IN CONSIDERATION of the sum of one dollar (\$1.00) paid by the GRANTEE to the GRANTOR, the receipt of which is acknowledged, and the covenants contained in this grant of easement to be performed by the GRANTEE, the GRANTOR does hereby grant, bargain, sell and convey to the GRANTEE a non-exclusive easement in perpetuity on, over, and under a portion of that certain parcel of land located generally at Koloa District, Kaua'i, Hawaii, **Tax Map Key No. (4) 2-6-021: 016; District: Koloa, Kaua'i, Hawai'i; PROJECT NAME: Kainani Phase 2 ; SUBDIVISION NO.: S-**

2019-13, being Easement W-2, and more particularly described in **Exhibit A**, and as shown on the map attached as **Exhibit B**, all of which exhibits are attached and incorporated by reference into this grant of easement (hereafter "easement area").

RESERVING, HOWEVER, UNTO GRANTOR and the Kukui'ula Community Association, a non-profit Hawaii corporation (the "**Association**"), and their tenants and licensees, the rights set forth herein, including but not limited to the right to use the easement area for any purpose in common with GRANTEE and others to whom GRANTOR or the Association grants any rights in the easement area, and to allow others to use the easement area, and the right to grant to governmental entities, any public or private utility and/or any other person or entity, additional easement rights over, under across, along, upon in and through the easement area as GRANTOR or the Association deem necessary or appropriate; provided, however, that such use or grant shall not materially interfere with the exercise of the GRANTEE's rights under this easement. Whenever this Grant of Easement refers to "materially interfere with the exercise of GRANTEE's rights under this easement," any use of the easement area as of the date of this Grant of Easement and any utility lines installed as of the date of this Grant of Easement do not "materially interfere with the exercise of the GRANTEE's rights under this easement."

This easement is granted for the reading of water meters and for the construction, installation, re-installation, maintenance, repair, and removal of potable water pipelines and related meters, valves, and other associated waterworks facility improvements and appurtenances. The GRANTEE is further allowed the right of ingress and egress at any time to, from, and through the easement area, with or without vehicles or equipment, as the GRANTEE deems necessary for the proper operation of its water system.

TO HAVE AND TO HOLD the same unto the GRANTEE forever; provided that should the GRANTEE cease to use the easement area for the purposes described for a continuous period of two (2) calendar years, this easement shall terminate and the interest granted shall immediately and without the GRANTOR's re-entry revert to the GRANTOR; and provided further that this easement shall terminate as to any portion of the easement area upon dedication and conveyance of such portion of the easement area to the County of Kauai. In any such an event, this easement shall cease to exist by operation of the GRANTEE's non-use or dedication and conveyance to any governmental authority, without any necessary action on the GRANTOR's part. Notwithstanding the foregoing, upon the request of the GRANTOR or the Association, the GRANTEE shall execute a recordable document sufficient to evidence the termination of the easement granted herein pursuant to this paragraph.

SUBJECT, HOWEVER, to that certain Second Amended and Restated Community Charter for Kukui'ula dated August 5, 2015, recorded in the Bureau as Document No. A-56951009, as amended, restated, and supplemented, and as may be hereafter amended, restated or supplemented.

AND IN FURTHER CONSIDERATION of the rights granted to the GRANTEE the benefits accruing to the GRANTOR and the Association under this easement, the GRANTOR and GRANTEE further covenant, agree, and promise as follows:

1. That should the GRANTEE disturb in any way the ground which is the subject of the easement area, the GRANTEE shall at its own expense restore the ground to its original condition to the extent that such restoration is reasonable;
2. That the GRANTEE shall indemnify and save the GRANTOR and the Association, and their respective successors and assigns, harmless from and against all damage to the GRANTOR's property and the easement area and all liability for injury to or the death of

persons when such damage, injury, or death is caused by the negligence of the GRANTEE, its officers, agents and employees while using the easement area;

3. That the GRANTEE shall not assign its rights under this easement without the prior written consent of the GRANTOR; provided that the GRANTEE may assign its rights to a successor of the GRANTEE duly created by law;
4. That should the GRANTOR's development plans require that the easement area and/or waterworks facility improvements within, on, or under the easement area be relocated, the GRANTOR will, at the GRANTOR's own expense and pursuant to the GRANTEE's instructions and specifications, re-locate the affected easement area and waterworks facility improvements and appurtenances without interruption of the GRANTEE's services;
5. That the GRANTOR shall at no time erect any building foundation of any kind below the surface of the land which is subject of the easement area or any building or structure of any kind (other than roads, sidewalks, utility lines, curbs or similar appurtenances) on the surface of the land which is the subject of the easement area unless the GRANTOR receives the prior written consent of the GRANTEE;

Only lawn grass shall be planted within three (3) feet of all meter boxes, fire hydrants, and other waterworks facility improvements and appurtenances. No trees with aggressive root systems shall be planted within twenty (20) feet of all meter boxes, fire hydrants, and other waterworks facility improvements and appurtenances;

This Paragraph No. 5 though, shall not prevent the GRANTOR, the Association or any others to whom the GRANTOR or the Association grants any rights in the easement area from crossing over, constructing, and maintaining roadways and other utility improvements within the easement area or laying, operating, maintaining, repairing, or removing conduits and drains which do not materially interfere with the exercise of the GRANTEE's rights under this easement;

6. That the GRANTOR covenants with the GRANTEE that the GRANTOR is the lawful owner of the land which is the subject of this easement area, that the GRANTOR has good right and title to grant this easement, and that the GRANTOR will warrant and defend the same unto the GRANTEE against the claims and demands of all persons;
7. That, in the event that any lot encumbered by this Grant of Easement is subdivided, then this Grant of Easement shall automatically affect and encumber only the subdivided lot or lots upon which the easement area described in **Exhibit A** and **Exhibit B** attached hereto is located and the other unaffected subdivided lot or lots shall be deemed free and clear of this Grant of Easement for all purposes without any further action of the parties hereto; and
8. That the GRANTOR or the Association may, without the consent or joinder of GRANTEE, dedicate all or any portion of the easement area to the County of Kauai, Hawaii, or to any other local, state, or federal governmental or quasi-governmental entity, with or without payment or compensation from such transferee. In such event, GRANTOR or the Association will use good faith efforts to notify GRANTEE of such dedication.

When used within this document the terms "GRANTOR," "GRANTEE," and "Association" shall mean the singular and plural, masculine and feminine, and natural persons, trustees, corporations, partnerships, limited partnerships, sole proprietorships and other forms of business entities. The terms shall also mean each such party and their respective estates, heirs, personal representatives, successors, successors-in-trust and assigns.

IT IS FURTHER MUTUALLY AGREED that the terms of this easement shall be binding upon and inure to the benefit of all the parties to this document and the Association and that all covenants and obligations undertaken by two or more persons shall be deemed to be joint and several unless a contrary intention is clearly expressed in this document.

This Agreement may be executed in counterparts. Each counterpart shall be executed by one or more parties hereinbefore named and the several counterparts shall constitute one instrument to the same effect as though the signatures of all the parties are upon the same document.

[signatures on following page]


IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year first written above.

APPROVED:



Manager & Chief Engineer
Department of Water, County of Kaua'i

**KUKUI'ULA RESIDENTIAL
DEVELOPMENT, LLC**, a Hawaii limited
liability company

By: 

Name: Richard Albrecht
Its: Authorized Signatory

GRANTOR

**APPROVAL AS TO FORM
AND LEGALITY**



Deputy County Attorney

ACCEPTED:

**BOARD OF WATER SUPPLY,
COUNTY OF KAUA'I**

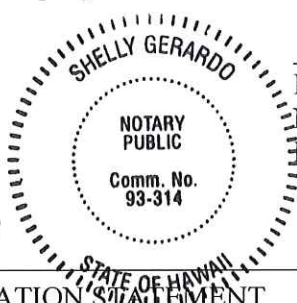
By: _____
Its: _____

GRANTEE

[GRANTOR]

STATE OF HAWAII)
)
COUNTY OF KAUAI) ss.

On this 5th day of October, 2021, before me appeared **RICHARD ALBRECHT**, to me known, who, being by me duly sworn, did say that he is the Authorized Signatory of Kukui'ula Residential Development, LLC, a Hawaii limited liability company, and that the said instrument was signed on behalf of said Company, and he acknowledged said instrument to be the free act and deed of said Limited Liability Company.



Shelly Gerardo
Print Name: Shelly Gerardo
Notary Public, State of Hawaii
My commission expires: 12/25/23

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Grant of Easement for
TMK: (4) 2-6-021: 016 (por.) (Easement W-2)

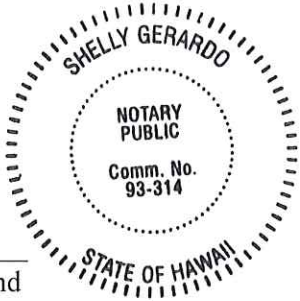
Doc. Date: _____ or Undated at time of notarization.

No. of Pages: 10 Jurisdiction: Fifth Circuit
(in which notarial act is performed)

Shelly Gerardo 10/5/21
Signature of Notary Date of Notarization and
Certification Statement

Shelly Gerardo
Printed Name of Notary

Date of notary commission expiration: 12/25/23 (Official Stamp or Seal)



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

On this ____ day of _____, 2021, before me appeared _____, to me personally known, who, being by me duly sworn, did say that said officer is the _____ of the **COUNTY OF KAUA'I, BOARD OF WATER SUPPLY**, and that the foregoing instrument was signed on behalf of said Department and said officer acknowledged said instrument to be the free act and deed of said Department and the said Department has no seal.

Notary Public, State of Hawaii

Name of Notary: _____

My commission expires: _____

Exhibit A

KUKUI'ULA RESIDENTIAL SUBDIVISION, PHASE III-C-II

**EASEMENT W-2
FOR WATERLINE PURPOSES**

Affecting Lot 6 of Kukui'ula Residential Subdivision, Phase III-C-II, being also a portion of Royal Patent 6714, Land Commission Award 7714-B, Apana 2 to M. Kekuaiwa no M. Kekuanaoa.

Situate at Kōloa, Kona, Kauai, Hawaii.

Beginning at the Northeast corner of this easement, being also an azimuth and distance of 315° 15' 51" 58.97 feet to the East corner of Lot 6 of Kukui'ula Residential Subdivision, Phase III-C-II, the coordinates of said point of beginning referred to Government Survey Triangulation Station "WAHIWA" being 7,812.28 feet South and 19,345.13 feet East thence running by azimuths measured clockwise from true South:

1. 40° 09' 73.60 feet along the remainder of Lot 6 of Kukui'ula Residential Subdivision, Phase III-C-II;

Thence along Lot 8 of Kukui'ula Residential Subdivision, Phase III-C-II, on a curve to the right with a radius of 280.00 feet, the chord azimuth and distance being:
2. 146° 29' 11" 5.90 feet;

Thence along same, on a curve to the right with a radius of 25.00 feet, the chord azimuth and distance being:
3. 152° 20' 19" 4.69 feet;
4. 220° 09' 70.29 feet along the remainder of Lot 6 of Kukui'ula Residential Subdivision, Phase III-C-II;



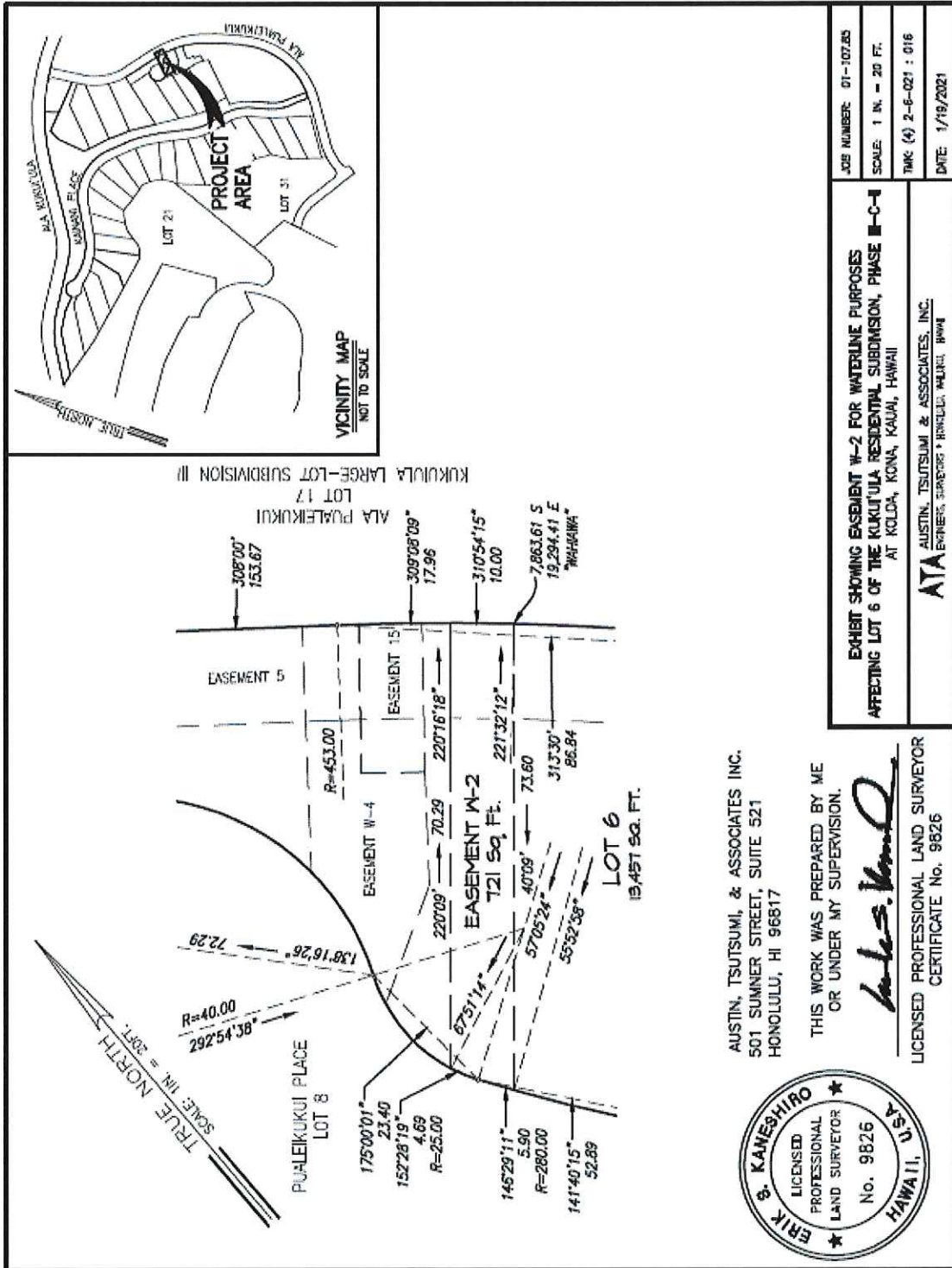
AUSTIN, TSUTSUMI & ASSOCIATES, INC.

501 SUNSHINE STREET, SUITE 521
HONOLULU, HAWAII 96817-3031

CIVIL ENGINEERS • SURVEYORS
1871 WALIPA LOOP, SUITE A
WAIUKU, KAUAI, HAWAII 96783

100 PAUAAHI STREET, SUITE 207
H.L.O. HAWAII 96720

Exhibit B



Return by Mail (X) Pickup () To:
Department of Water
4398 Pua Loke Street
Lihue, Kaua'i, Hawai'i 96766

This document contains ____ pages.

Tax Map Key No.: (4) 2-6-021: 016 (por.)

**GRANT OF EASEMENT
for
TMK: (4) 2-6-021: 016 (por.)
(Easement W-3)**

THIS INDENTURE is made on this ____ day of _____, 2021, by and between **KUKUI'ULA RESIDENTIAL DEVELOPMENT, LLC**, a Hawaii limited liability company, whose principal place of business and mailing address is

2700 Ke Ala'ula Street, Suite B
Koloa, Kauai, Hawaii 96756

(hereinafter individually or collectively "GRANTOR") and the **BOARD OF WATER SUPPLY, COUNTY OF KAUA'I**, whose mailing address is 4398 Pua Loke Street, Lihue, Kauai, Hawaii 96766 (hereafter "GRANTEE");

WITNESSETH:

THAT IN CONSIDERATION of the sum of one dollar (\$1.00) paid by the GRANTEE to the GRANTOR, the receipt of which is acknowledged, and the covenants contained in this grant of easement to be performed by the GRANTEE, the GRANTOR does hereby grant, bargain, sell and convey to the GRANTEE a non-exclusive easement in perpetuity on, over, and under a portion of that certain parcel of land located generally at Koloa District, Kaua'i, Hawaii, **Tax Map Key No. (4) 2-6-021: 016; District: Koloa, Kaua'i, Hawai'i; PROJECT NAME: Kainani Phase 2 ; SUBDIVISION NO.: S-**

2019-13, being Easement W-3, and more particularly described in Exhibit A, and as shown on the map attached as Exhibit B, all of which exhibits are attached and incorporated by reference into this grant of easement (hereafter "easement area").

RESERVING, HOWEVER, UNTO GRANTOR and the Kukui'ula Community Association, a non-profit Hawaii corporation (the "**Association**"), and their tenants and licensees, the rights set forth herein, including but not limited to the right to use the easement area for any purpose in common with GRANTEE and others to whom GRANTOR or the Association grants any rights in the easement area, and to allow others to use the easement area, and the right to grant to governmental entities, any public or private utility and/or any other person or entity, additional easement rights over, under across, along, upon in and through the easement area as GRANTOR or the Association deem necessary or appropriate; provided, however, that such use or grant shall not materially interfere with the exercise of the GRANTEE's rights under this easement. Whenever this Grant of Easement refers to "materially interfere with the exercise of GRANTEE's rights under this easement," any use of the easement area as of the date of this Grant of Easement and any utility lines installed as of the date of this Grant of Easement do not "materially interfere with the exercise of the GRANTEE's rights under this easement."

This easement is granted for the reading of water meters and for the construction, installation, re-installation, maintenance, repair, and removal of potable water pipelines and related meters, valves, and other associated waterworks facility improvements and appurtenances. The GRANTEE is further allowed the right of ingress and egress at any time to, from, and through the easement area, with or without vehicles or equipment, as the GRANTEE deems necessary for the proper operation of its water system.

TO HAVE AND TO HOLD the same unto the GRANTEE forever; provided that should the GRANTEE cease to use the easement area for the purposes described for a continuous period of two (2) calendar years, this easement shall terminate and the interest granted shall immediately and without the GRANTOR's re-entry revert to the GRANTOR; and provided further that this easement shall terminate as to any portion of the easement area upon dedication and conveyance of such portion of the easement area to the County of Kauai. In any such an event, this easement shall cease to exist by operation of the GRANTEE's non-use or dedication and conveyance to any governmental authority, without any necessary action on the GRANTOR's part. Notwithstanding the foregoing, upon the request of the GRANTOR or the Association, the GRANTEE shall execute a recordable document sufficient to evidence the termination of the easement granted herein pursuant to this paragraph.

SUBJECT, HOWEVER, to that certain Second Amended and Restated Community Charter for Kukui'ula dated August 5, 2015, recorded in the Bureau as Document No. A-56951009, as amended, restated, and supplemented, and as may be hereafter amended, restated or supplemented.

AND IN FURTHER CONSIDERATION of the rights granted to the GRANTEE the benefits accruing to the GRANTOR and the Association under this easement, the GRANTOR and GRANTEE further covenant, agree, and promise as follows:

1. That should the GRANTEE disturb in any way the ground which is the subject of the easement area, the GRANTEE shall at its own expense restore the ground to its original condition to the extent that such restoration is reasonable;
2. That the GRANTEE shall indemnify and save the GRANTOR and the Association, and their respective successors and assigns, harmless from and against all damage to the GRANTOR's property and the easement area and all liability for injury to or the death of

persons when such damage, injury, or death is caused by the negligence of the GRANTEE, its officers, agents and employees while using the easement area;

3. That the GRANTEE shall not assign its rights under this easement without the prior written consent of the GRANTOR; provided that the GRANTEE may assign its rights to a successor of the GRANTEE duly created by law;
4. That should the GRANTOR's development plans require that the easement area and/or waterworks facility improvements within, on, or under the easement area be relocated, the GRANTOR will, at the GRANTOR's own expense and pursuant to the GRANTEE's instructions and specifications, re-locate the affected easement area and waterworks facility improvements and appurtenances without interruption of the GRANTEE's services;
5. That the GRANTOR shall at no time erect any building foundation of any kind below the surface of the land which is subject of the easement area or any building or structure of any kind (other than roads, sidewalks, utility lines, curbs or similar appurtenances) on the surface of the land which is the subject of the easement area unless the GRANTOR receives the prior written consent of the GRANTEE;

Only lawn grass shall be planted within three (3) feet of all meter boxes, fire hydrants, and other waterworks facility improvements and appurtenances. No trees with aggressive root systems shall be planted within twenty (20) feet of all meter boxes, fire hydrants, and other waterworks facility improvements and appurtenances;

This Paragraph No. 5 though, shall not prevent the GRANTOR, the Association or any others to whom the GRANTOR or the Association grants any rights in the easement area from crossing over, constructing, and maintaining roadways and other utility improvements within the easement area or laying, operating, maintaining, repairing, or removing conduits and drains which do not materially interfere with the exercise of the GRANTEE's rights under this easement;

6. That the GRANTOR covenants with the GRANTEE that the GRANTOR is the lawful owner of the land which is the subject of this easement area, that the GRANTOR has good right and title to grant this easement, and that the GRANTOR will warrant and defend the same unto the GRANTEE against the claims and demands of all persons;
7. That, in the event that any lot encumbered by this Grant of Easement is subdivided, then this Grant of Easement shall automatically affect and encumber only the subdivided lot or lots upon which the easement area described in **Exhibit A** and **Exhibit B** attached hereto is located and the other unaffected subdivided lot or lots shall be deemed free and clear of this Grant of Easement for all purposes without any further action of the parties hereto; and
8. That the GRANTOR or the Association may, without the consent or joinder of GRANTEE, dedicate all or any portion of the easement area to the County of Kauai, Hawaii, or to any other local, state, or federal governmental or quasi-governmental entity, with or without payment or compensation from such transferee. In such event, GRANTOR or the Association will use good faith efforts to notify GRANTEE of such dedication.

When used within this document the terms "GRANTOR," "GRANTEE," and "Association" shall mean the singular and plural, masculine and feminine, and natural persons, trustees, corporations, partnerships, limited partnerships, sole proprietorships and other forms of business entities. The terms shall also mean each such party and their respective estates, heirs, personal representatives, successors, successors-in-trust and assigns.

IT IS FURTHER MUTUALLY AGREED that the terms of this easement shall be binding upon and inure to the benefit of all the parties to this document and the Association and that all covenants and obligations undertaken by two or more persons shall be deemed to be joint and several unless a contrary intention is clearly expressed in this document.

This Agreement may be executed in counterparts. Each counterpart shall be executed by one or more parties hereinbefore named and the several counterparts shall constitute one instrument to the same effect as though the signatures of all the parties are upon the same document.

[signatures on following page]


IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year first written above.

APPROVED:



Manager & Chief Engineer
Department of Water, County of Kaua'i

**KUKUI'ULA RESIDENTIAL
DEVELOPMENT, LLC**, a Hawaii limited
liability company

By: 

Name: Richard Albrecht
Its: Authorized Signatory

GRANTOR

**APPROVAL AS TO FORM
AND LEGALITY**



Deputy County Attorney

ACCEPTED:

**BOARD OF WATER SUPPLY,
COUNTY OF KAUA'I**

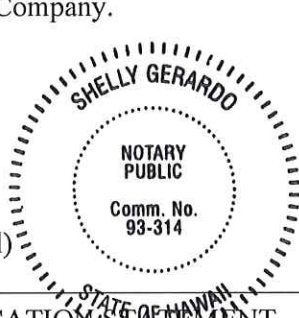
By: _____
Its: _____

GRANTEE

[GRANTOR]

STATE OF HAWAII)
)
COUNTY OF KAUAI) ss.

On this 5th day of October, 2021, before me appeared **RICHARD ALBRECHT**, to me known, who, being by me duly sworn, did say that he is the Authorized Signatory of Kukui'ula Residential Development, LLC, a Hawaii limited liability company, and that the said instrument was signed on behalf of said Company, and he acknowledged said instrument to be the free act and deed of said Limited Liability Company.



(Official Stamp or Seal)

Shelly Gerardo
Print Name: Shelly Gerardo
Notary Public, State of Hawaii
My commission expires: 12/25/23

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Grant of Easement for
TMK: (4) 2-6-021: 016 (por.) (Easement W-3)

Doc. Date: _____ or Undated at time of notarization.

No. of Pages: 10

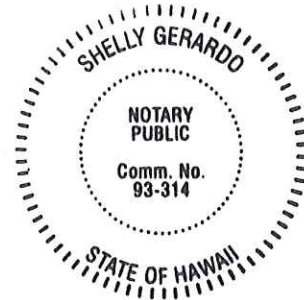
Jurisdiction: Fifth Circuit
(in which notarial act is performed)

Shelly Gerardo
Signature of Notary

10/5/21
Date of Notarization and
Certification Statement

Shelly Gerardo
Printed Name of Notary

Date of notary commission expiration: 12/25/23



(Official Stamp or Seal)

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

On this ____ day of _____, 2021, before me appeared _____, to me personally known, who, being by me duly sworn, did say that said officer is the _____ of the **COUNTY OF KAUA'I, BOARD OF WATER SUPPLY**, and that the foregoing instrument was signed on behalf of said Department and said officer acknowledged said instrument to be the free act and deed of said Department and the said Department has no seal.

Notary Public, State of Hawaii

Name of Notary: _____

My commission expires: _____

Exhibit A

KUKUI'ULA RESIDENTIAL SUBDIVISION, PHASE III-C-II

**EASEMENT W-3
FOR WATERLINE PURPOSES**

Affecting Lot 6 of Kukui'ula Residential Subdivision, Phase III-C-II, being also a portion of Royal Patent 6714, Land Commission Award 7714-B, Apana 2 to M. Kekuaiwa no M. Kekuanaoa.

Situate at Kōloa, Kona, Kauai, Hawaii.

Beginning at the Southwest corner of this easement, being also an azimuth and distance of 308° 00' 80.77 feet from the West corner of Lot 6 of Kukui'ula Residential Subdivision, Phase III-C-II, the coordinates of said point of beginning referred to Government Survey Triangulation Station "WAHIAWA" being 7,766.82 feet South and 19,219.27 feet East thence running by azimuths measured clockwise from true South:

- | | | | |
|----|----------|------------|--|
| 1. | 218° 00' | 42.53 feet | along the remainder of Lot 6 of Kukui'ula Residential Subdivision, Phase III-C-II; |
| 2. | 308° 00' | 10.00 feet | along Lot 17 (Ala Pualeikukui) of Kukui'ula Large-Lot Subdivision III; |
| 3. | 38° 00' | 42.53 feet | along the remainder of Lot 6 of Kukui'ula Residential Subdivision, Phase III-C-II; |



501 SUMNER STREET, SUITE 511
HONOLULU, HAWAII 96817-5031

AUSTIN, TSUTSUMI & ASSOCIATES, INC.

CIVIL ENGINEERS • SURVEYORS
1871 WILIPA LOOP, SUITE A
WAILUKU, MAUI, HAWAII 96793

100 PALAHU STREET, SUITE 207
HILO, HAWAII 96720

47

4. 128° 00' 10.00 feet along Lot 5 of Kukui'ula Residential Subdivision, Phase III-C-II, to the point of beginning and containing an area of 425 square feet.



AUSTIN, TSUTSUMI & ASSOCIATES, INC.

Description Prepared By:

Erik S. Kaneshiro
ERIK S. KANESHIRO
Licensed Professional Land Surveyor
Certificate No. 9826

Honolulu, Hawaii
April 1, 2020

TMK: (4) 2-6-021: 005 (Portion)

X:\B\HNS\Kukui'ula\Forcel 9-AAA\Descriptions\KAHANE 4 LOTSEASEHEIF H-1.docx

-2-



AUSTIN, TSUTSUMI & ASSOCIATES, INC.

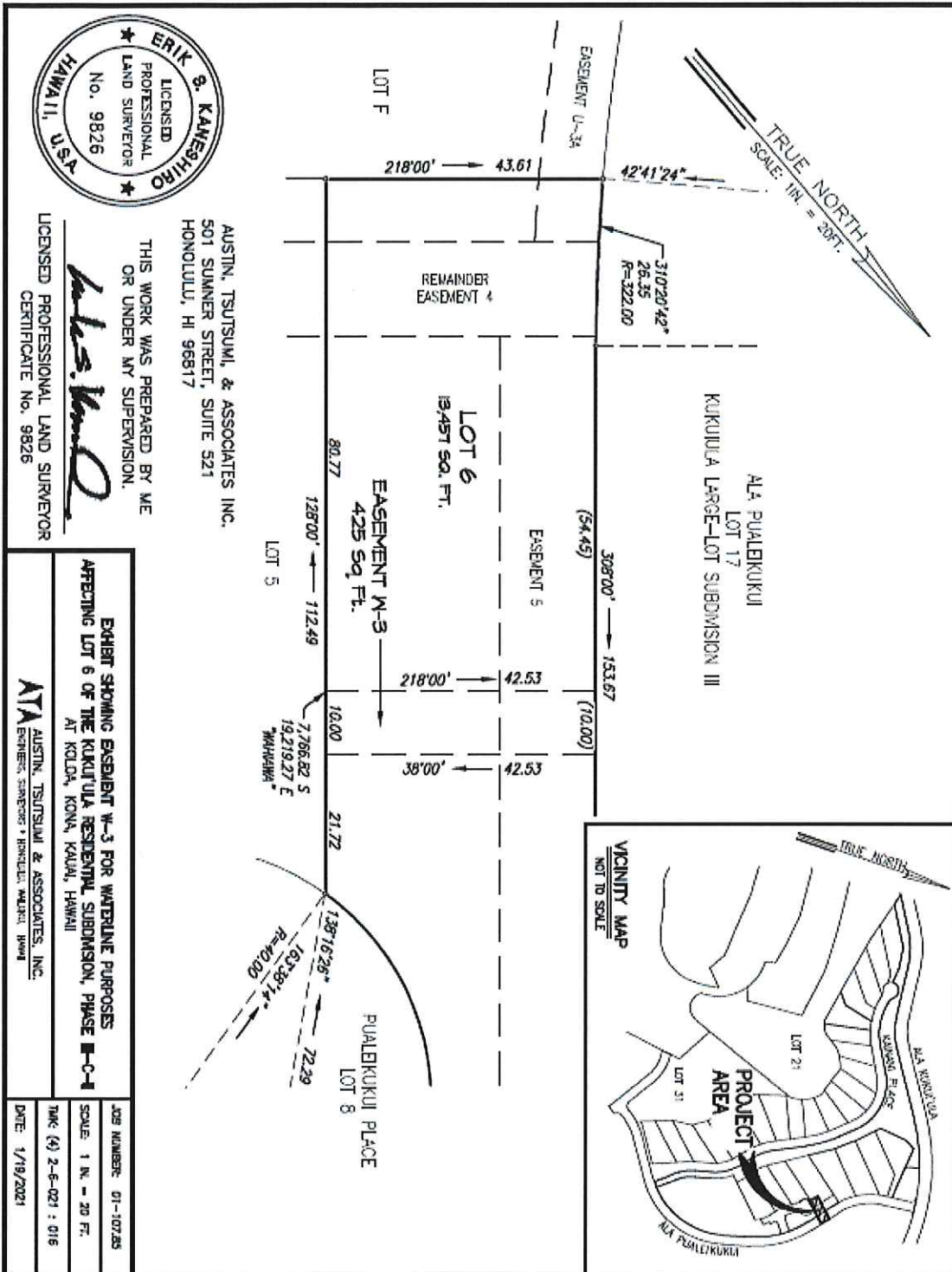
801 BUNGHER STREET, SUITE 021
HONOLULU, HAWAII 96817-5951

CIVIL ENGINEERS - SURVEYORS
1871 WALIPA LOOP, SUITE A
WAILUKU, MAUI, HAWAII 96793

100 PALIARI STREET, SUITE 213
HILO, HAWAII 96720

48

Exhibit B



AUSTIN, TSUTSUMI & ASSOCIATES INC.
 501 SUMNER STREET, SUITE 521
 HONOLULU, HI 96817

THIS WORK WAS PREPARED BY ME
 OR UNDER MY SUPERVISION.

Eric S. Kaneshiro
 LICENSED PROFESSIONAL LAND SURVEYOR
 CERTIFICATE NO. 9826

Return by Mail (X) Pickup () To:
Department of Water
4398 Pua Loke Street
Lihue, Kaua'i, Hawai'i 96766

This document contains _____ pages.

Tax Map Key No.: (4) 2-6-021: 016 (por.)

GRANT OF EASEMENT
for
TMK: (4) 2-6-021: 016 (por.)
(Easement W-4)

THIS INDENTURE is made on this ____ day of _____, 2021, by and between **KUKUI'ULA RESIDENTIAL DEVELOPMENT, LLC**, a Hawaii limited liability company, whose principal place of business and mailing address is

2700 Ke Alaula Street, Suite B
Koloa, Kauai, Hawaii 96756

(hereinafter individually or collectively "GRANTOR") and the **BOARD OF WATER SUPPLY, COUNTY OF KAUA'I**, whose mailing address is 4398 Pua Loke Street, Lihue, Kauai, Hawaii 96766 (hereafter "GRANTEE");

WITNESSETH:

THAT IN CONSIDERATION of the sum of one dollar (\$1.00) paid by the GRANTEE to the GRANTOR, the receipt of which is acknowledged, and the covenants contained in this grant of easement to be performed by the GRANTEE, the GRANTOR does hereby grant, bargain, sell and convey to the GRANTEE a non-exclusive easement in perpetuity on, over, and under a portion of that certain parcel of land located generally at Koloa District, Kaua'i, Hawaii, **Tax Map Key No. (4) 2-6-021: 016; District: Koloa, Kaua'i, Hawai'i; PROJECT NAME: Kainani Phase 2 ; SUBDIVISION NO.: S-**

2019-13, being Easement W-4, and more particularly described in **Exhibit A**, and as shown on the map attached as **Exhibit B**, all of which exhibits are attached and incorporated by reference into this grant of easement (hereafter “easement area”).

RESERVING, HOWEVER, UNTO GRANTOR and the Kukui‘ula Community Association, a non-profit Hawaii corporation (the “**Association**”), and their tenants and licensees, the rights set forth herein, including but not limited to the right to use the easement area for any purpose in common with GRANTEE and others to whom GRANTOR or the Association grants any rights in the easement area, and to allow others to use the easement area, and the right to grant to governmental entities, any public or private utility and/or any other person or entity, additional easement rights over, under across, along, upon in and through the easement area as GRANTOR or the Association deem necessary or appropriate; provided, however, that such use or grant shall not materially interfere with the exercise of the GRANTEE’s rights under this easement. Whenever this Grant of Easement refers to “materially interfere with the exercise of GRANTEE’s rights under this easement,” any use of the easement area as of the date of this Grant of Easement and any utility lines installed as of the date of this Grant of Easement do not “materially interfere with the exercise of the GRANTEE’s rights under this easement.”

This easement is granted for the reading of water meters and for the construction, installation, re-installation, maintenance, repair, and removal of potable water pipelines and related meters, valves, and other associated waterworks facility improvements and appurtenances. The GRANTEE is further allowed the right of ingress and egress at any time to, from, and through the easement area, with or without vehicles or equipment, as the GRANTEE deems necessary for the proper operation of its water system.

TO HAVE AND TO HOLD the same unto the GRANTEE forever; provided that should the GRANTEE cease to use the easement area for the purposes described for a continuous period of two (2) calendar years, this easement shall terminate and the interest granted shall immediately and without the GRANTOR’s re-entry revert to the GRANTOR; and provided further that this easement shall terminate as to any portion of the easement area upon dedication and conveyance of such portion of the easement area to the County of Kauai. In any such an event, this easement shall cease to exist by operation of the GRANTEE’s non-use or dedication and conveyance to any governmental authority, without any necessary action on the GRANTOR’s part. Notwithstanding the foregoing, upon the request of the GRANTOR or the Association, the GRANTEE shall execute a recordable document sufficient to evidence the termination of the easement granted herein pursuant to this paragraph.

SUBJECT, HOWEVER, to that certain Second Amended and Restated Community Charter for Kukui‘ula dated August 5, 2015, recorded in the Bureau as Document No. A-56951009, as amended, restated, and supplemented, and as may be hereafter amended, restated or supplemented.

AND IN FURTHER CONSIDERATION of the rights granted to the GRANTEE the benefits accruing to the GRANTOR and the Association under this easement, the GRANTOR and GRANTEE further covenant, agree, and promise as follows:

1. That should the GRANTEE disturb in any way the ground which is the subject of the easement area, the GRANTEE shall at its own expense restore the ground to its original condition to the extent that such restoration is reasonable;
2. That the GRANTEE shall indemnify and save the GRANTOR and the Association, and their respective successors and assigns, harmless from and against all damage to the GRANTOR’s property and the easement area and all liability for injury to or the death of

persons when such damage, injury, or death is caused by the negligence of the GRANTEE, its officers, agents and employees while using the easement area;

3. That the GRANTEE shall not assign its rights under this easement without the prior written consent of the GRANTOR; provided that the GRANTEE may assign its rights to a successor of the GRANTEE duly created by law;
4. That should the GRANTOR's development plans require that the easement area and/or waterworks facility improvements within, on, or under the easement area be relocated, the GRANTOR will, at the GRANTOR's own expense and pursuant to the GRANTEE's instructions and specifications, re-locate the affected easement area and waterworks facility improvements and appurtenances without interruption of the GRANTEE's services;
5. That the GRANTOR shall at no time erect any building foundation of any kind below the surface of the land which is subject of the easement area or any building or structure of any kind (other than roads, sidewalks, utility lines, curbs or similar appurtenances) on the surface of the land which is the subject of the easement area unless the GRANTOR receives the prior written consent of the GRANTEE;

Only lawn grass shall be planted within three (3) feet of all meter boxes, fire hydrants, and other waterworks facility improvements and appurtenances. No trees with aggressive root systems shall be planted within twenty (20) feet of all meter boxes, fire hydrants, and other waterworks facility improvements and appurtenances;

This Paragraph No. 5 though, shall not prevent the GRANTOR, the Association or any others to whom the GRANTOR or the Association grants any rights in the easement area from crossing over, constructing, and maintaining roadways and other utility improvements within the easement area or laying, operating, maintaining, repairing, or removing conduits and drains which do not materially interfere with the exercise of the GRANTEE's rights under this easement;

6. That the GRANTOR covenants with the GRANTEE that the GRANTOR is the lawful owner of the land which is the subject of this easement area, that the GRANTOR has good right and title to grant this easement, and that the GRANTOR will warrant and defend the same unto the GRANTEE against the claims and demands of all persons;
7. That, in the event that any lot encumbered by this Grant of Easement is subdivided, then this Grant of Easement shall automatically affect and encumber only the subdivided lot or lots upon which the easement area described in **Exhibit A** and **Exhibit B** attached hereto is located and the other unaffected subdivided lot or lots shall be deemed free and clear of this Grant of Easement for all purposes without any further action of the parties hereto; and
8. That the GRANTOR or the Association may, without the consent or joinder of GRANTEE, dedicate all or any portion of the easement area to the County of Kauai, Hawaii, or to any other local, state, or federal governmental or quasi-governmental entity, with or without payment or compensation from such transferee. In such event, GRANTOR or the Association will use good faith efforts to notify GRANTEE of such dedication.

When used within this document the terms “GRANTOR,” “GRANTEE,” and “Association” shall mean the singular and plural, masculine and feminine, and natural persons, trustees, corporations, partnerships, limited partnerships, sole proprietorships and other forms of business entities. The terms shall also mean each such party and their respective estates, heirs, personal representatives, successors, successors-in-trust and assigns.


IT IS FURTHER MUTUALLY AGREED that the terms of this easement shall be binding upon and inure to the benefit of all the parties to this document and the Association and that all covenants and obligations undertaken by two or more persons shall be deemed to be joint and several unless a contrary intention is clearly expressed in this document.

This Agreement may be executed in counterparts. Each counterpart shall be executed by one or more parties hereinbefore named and the several counterparts shall constitute one instrument to the same effect as though the signatures of all the parties are upon the same document.

[signatures on following page]


IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year first written above.

APPROVED:



Manager & Chief Engineer
Department of Water, County of Kaua'i

**KUKUI'ULA RESIDENTIAL
DEVELOPMENT, LLC**, a Hawaii limited
liability company

By: 

Name: Richard Albrecht
Its: Authorized Signatory

GRANTOR

**APPROVAL AS TO FORM
AND LEGALITY**



Deputy County Attorney

ACCEPTED:

**BOARD OF WATER SUPPLY,
COUNTY OF KAUA'I**

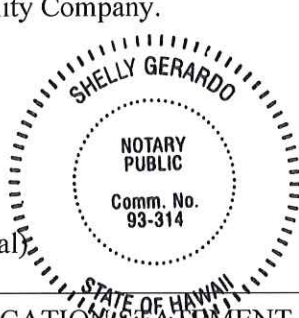
By: _____
Its: _____

GRANTEE

[GRANTOR]

STATE OF HAWAII)
)
COUNTY OF KAUAI) ss.

On this 5th day of October, 2021, before me appeared **RICHARD ALBRECHT**, to me known, who, being by me duly sworn, did say that he is the Authorized Signatory of Kukui'ula Development Company (Hawaii), LLC, a Hawaii limited liability company, and that the said instrument was signed on behalf of said Company, and he acknowledged said instrument to be the free act and deed of said Limited Liability Company.



Shelly Gerardo
Print Name: Shelly Gerardo
Notary Public, State of Hawaii
My commission expires: 12/25/23

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Grant of Easement for
TMK: (4) 2-6-021: 016 (por.) (Easement W-4)

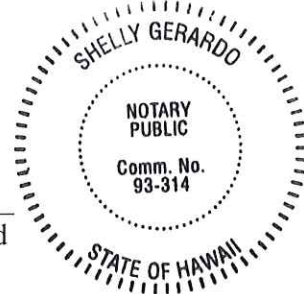
Doc. Date: _____ or Undated at time of notarization.

No. of Pages: 10 Jurisdiction: Fifth Circuit
(in which notarial act is performed)

Shelly Gerardo 10/5/21
Signature of Notary Date of Notarization and
Certification Statement

Shelly Gerardo
Printed Name of Notary

Date of notary commission expiration: 12/25/23 (Official Stamp or Seal)



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

On this ____ day of _____, 2021, before me appeared _____, to me personally known, who, being by me duly sworn, did say that said officer is the _____ of the **COUNTY OF KAUA'I, BOARD OF WATER SUPPLY**, and that the foregoing instrument was signed on behalf of said Department and said officer acknowledged said instrument to be the free act and deed of said Department and the said Department has no seal.

Notary Public, State of Hawaii

Name of Notary: _____

My commission expires: _____

Exhibit A

KUKUI'ULA RESIDENTIAL SUBDIVISION, PHASE III-C-II

**EASEMENT W-4
FOR WATERLINE PURPOSES**

Affecting Lot 6 of Kukui'ula Residential Subdivision, Phase III-C-II, being also a portion of Royal Patent 6714, Land Commission Award 7714-B, Apana 2 to M. Kekuaiwa no M. Kekuanaoa.

Situate at Kōloa, Kona, Kauai, Hawaii.

Beginning at the Northwest corner of this easement, along the Southwest side of Lot 17 (Ala Pualeikukui) of Kukui'ula Large-Lot Subdivision III, the coordinates of said point of beginning referred to Government Survey Triangulation Station "WAHIAWA" being 7,794.40 feet South and 19,323.64 feet East thence running by azimuths measured clockwise from true South:

1. 308° 00' 5.50 feet along Lot 17 (Ala Pualeikukui) of Kukui'ula Large-Lot Subdivision III;

Thence along same, on a curve to the right with a radius of 453.00 feet, the chord azimuth and distance being:
2. 308° 12' 48" 3.37 feet;
3. 39° 04' 23.47 feet along the remainder of Lot 6 of Kukui'ula Residential Subdivision, Phase III-C-II;
4. 309° 04' 10.00 feet along same;
5. 37° 51' 17.90 feet along same;
6. 60° 30' 19.94 feet along same;

Thence along Lot 8 (Pualeikukui Place) of Kukui'ula Residential Subdivision, Phase III-C-II, on a curve to the right with a radius of 25.00 feet, the chord azimuth and distance being:
7. 197° 18' 19" 4.88 feet;



AUSTIN, TSUTSUMI & ASSOCIATES, INC.

521 SUMNER STREET, SUITE 521
HONOLULU, HAWAII 96817-5031

CIVIL ENGINEERS • SURVEYORS
1871 WILI PA LOOP, SUITE A
WAILUKU, MAUI, HAWAII 96793

100 PALIHI STREET, SUITE 207
HILO, HAWAII 96720

Thence along same, on a curve to the left with a radius of 40.00 feet, the chord azimuth and distance being:

- 8. 189° 12' 19" 18.95 feet;
- 9. 218° 00' 38.81 feet along the remainder of Lot 6 of Kukui'ula Residential Subdivision, Phase III-C-II, to the point of beginning and containing an area of 671 square feet.



Description Prepared By:

AUSTIN, TSUTSUMI & ASSOCIATES, INC.

ERIK S. KANESHIRO
Licensed Professional Land Surveyor
Certificate No. 9826
Exp. 04/22

Honolulu, Hawaii

January 20, 2021

TMK: (4) 2-6-021: 016 (Portion)

X:\HYMNR\Kukui'ula\Parcel 1\0-AAA\Descrpt\lons\EXHIBIT 1\KAINANI EXHIBIT - EASEMENT M-4.docx

-2-

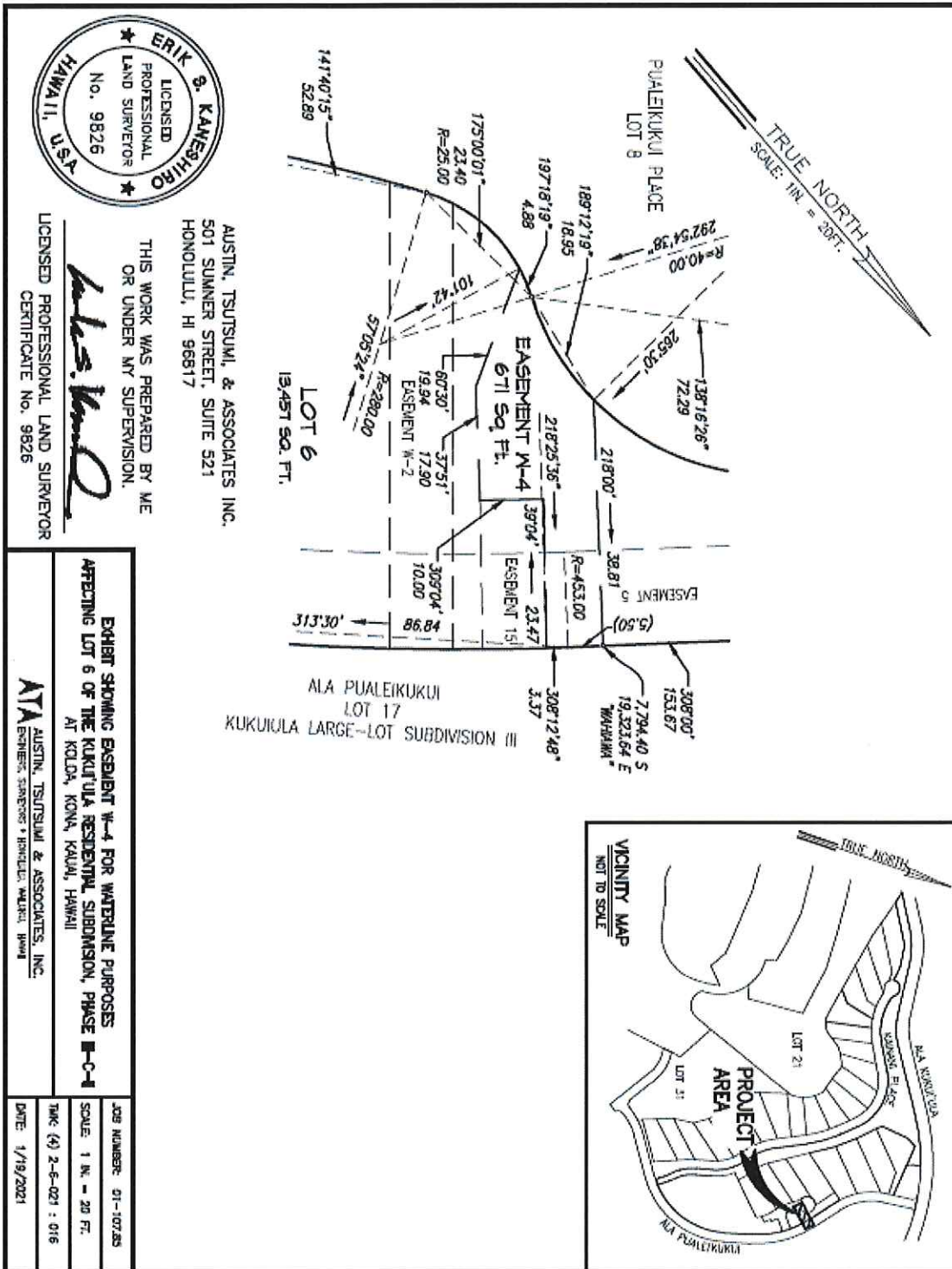

905 SULKNER STREET, SUITE 201
HONOLULU, HAWAII 96811-5901

AUSTIN, TSUTSUMI & ASSOCIATES, INC.

CIVIL ENGINEERS • SURVEYORS
1871 WILIPA LOOP, SUITE A
WAILUKU, HAWAII 96791-1871

100 POGAH STREET, SUITE 210
HILA, HAWAII 96720

Exhibit B

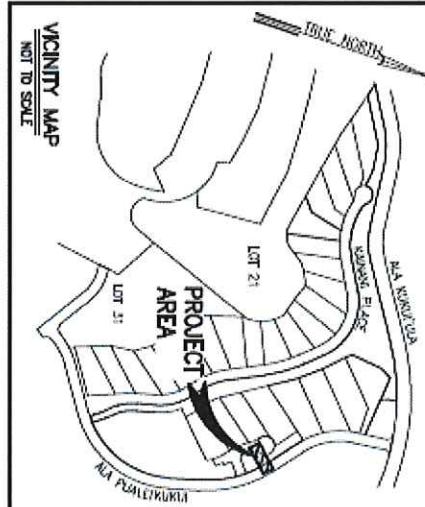


AUSTIN, TSUTSUMI, & ASSOCIATES INC.
 501 SUMNER STREET, SUITE 521
 HONOLULU, HI 96817

THIS WORK WAS PREPARED BY ME
 OR UNDER MY SUPERVISION.

Erik S. Kaneshiro
 LICENSED PROFESSIONAL LAND SURVEYOR
 CERTIFICATE NO. 9826

EXHIBIT SHOWING EASEMENT W-4 FOR WATERLINE PURPOSES AFFECTING LOT 6 OF THE KUKUIULA RESIDENTIAL SUBDIVISION, PHASE C-1 AT KOLEA, KONA, KAUAI, HAWAII	
JOB NUMBER: 01-10725	DATE: 1/19/2021
SCALE: 1 IN. = 20 FT.	TIME (4) 2-6-021 : 016
AUSTIN, TSUTSUMI & ASSOCIATES, INC. ENGINEERS, SURVEYORS & ARCHITECTS, INC.	



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NEW

BUSINESS

MANAGER'S REPORT No. 22-40

October 21, 2021

Re: Discussion and Adoption of Resolution No. 22-05, honoring national Imagine a Day Without Water on October 21, 2021.

It is requested that the Board approve Resolution 22-05, to acknowledge and honor national Imagine a Day Without Water, a campaign celebrated on October 21st to educate and bring awareness to the value of water and the critical role water infrastructure plays in today's communities.

Attachment: Resolution No. 22-05 Imagine A Day Without Water

Mgrp/September 2021/22-40/ Discussion and Adoption of Resolution No. 22-05, Imagine A Day Without Water

DEPARTMENT OF WATER

County of Kaua'i

"Water has no Substitute – Conserve It!"

MANAGER'S REPORT No. 22-41

October 21, 2021

Re: Discussion and Possible Action to Request Board Approval for Indemnification for Zoom between the Board of Water Supply, County of Kaua'i and Zoom

RECOMMENDATION:

The Department recommends that the Board approve Option 1, which will allow the Department to move forward with the purchase and implementation of Zoom.

FUNDING: N/A

BACKGROUND:

The Department's Information Technology Division is looking to procure Zoom for the monthly Board meetings. Zoom will have easier access to for the public to participate and interact with the Board and meets the Hawaii's Sunshine Law new requirements.

However, before the IT Division can move forward with the software and hardware implementation Board approval is required. The agreement contains language for unspecified future obligations such as indemnification and governing law provisions. The County Attorney's Office has reviewed and approved the Terms and Conditions for Zoom.

The sections within the agreement that reference Charges and Cancellation, Indemnification, and Arbitration Fees are shown below:

ZOOM TERMS AND CONDITIONS:

CHARGES AND CANCELLATION. You agree that Zoom may charge to Your credit card or other payment mechanism selected by You and approved by Zoom ("Your Account") all amounts due and owing for the Services, including taxes and service fees, set up fees, subscription fees, or any other fee or charge associated with Your Account. Zoom may change prices at any time, including changing from a free service to a paid service and charging for Services that were previously offered free of charge; provided, however, that Zoom will provide you with prior notice and an opportunity to terminate Your Account if Zoom changes the price of a Service to which you are subscribed and will not charge you for a previously free Service unless you have been notified of the applicable fees and agreed to pay such fees. You agree that in the event Zoom is unable to collect the fees owed to Zoom for the Services through Your Account, Zoom may take any other steps it deems necessary to collect such fees from You and that You will be responsible for all costs and expenses incurred by Zoom in connection with such collection activity, including collection fees, court costs and attorneys' fees. You further agree that Zoom may collect interest at the lesser of 1.5% per month or the highest amount permitted by law on any amounts not paid when due. You may cancel your subscription at any time. If you cancel, you will not be billed for any additional terms of service, and service will continue until the end

of the current Subscription Term. If you cancel, you will not receive a refund for any service already paid for.

INDEMNIFICATION. You agree to indemnify, defend and hold harmless Zoom, its affiliates, officers, directors, employees, consultants, agents, suppliers and Resellers from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys' fees) arising from Your use of the Services, Your violation of this Agreement or the infringement or violation by You or any other user of Your account, of any intellectual property or other right of any person or entity or applicable law.

ARBITRATION FEES. If You are unable to afford the arbitration costs, Zoom will advance those costs to You, subject to the arbitrator's determination if costs should be reimbursed to Zoom if Zoom prevails. For disputes involving more than \$75,000, the AAA rules will govern payment of filing fees and the AAA's and arbitrator's fees and expenses.

OPTIONS

Option 1:

Approve Manager's Report.

Pro: The Department will be able to move forward with the purchase and implementation of Zoom.

Cons: Status quo. No potential legal risk associated with indemnification, limitation of liability, arbitration, and governing law of the proposed Zoom application.

Option 2:

Deny request to approve Indemnification, Limitation of Liability, Arbitration, and Governing Law.

Pro: Status quo. No potential legal risk associated with indemnification, limitation of liability, arbitration, and governing law of the proposed Zoom application.

Cons: The Department would not be able to improve its communication with the public or be in compliance with Hawaii Sunshine Law.

JB/mja

Mgrrp/June 2021/21-41/ Discussion and Possible Action to Request Board Approval for Indemnification for Zoom between the Board of Water Supply, County of Kaua'i and Zoom

DEPARTMENT OF WATER

County of Kaua'i

"Water has no Substitute – Conserve It!"

MANAGER'S REPORT No. 22-42

October 21, 2021

Re: Discussion and Possible Action to Request Board Approval for Indemnification for Granicus between the Board of Water Supply, County of Kaua'i and Granicus

RECOMMENDATION:

The Department recommends that the Board approve Option 1, which will allow the Department to move forward with the purchase and implementation of Granicus.

FUNDING: N/A

BACKGROUND:

The Department's Information Technology Division is looking to procure Granicus for the monthly Board meetings. Granicus will have easier access to for the public to participate and interact with the Board and meets the Hawaii's Sunshine Law new requirements.

However, before the IT Division can move forward with the software and hardware implementation, Board approval is required as the agreement contains language for unspecified future obligations such as indemnification and governing law provisions. The County Attorney's Office has reviewed and approved the Terms and Conditions for Granicus.

The sections within the agreement that references indemnification is shown below:

GRANICUS TERMS AND CONDITIONS:

Indemnification by Client. Client shall defend, indemnify, and hold Granicus harmless from and against any Claims, and shall pay all Losses, to the extent arising out of or related to (a) Client's (or that of anyone authorized by Client or using logins or passwords assigned to Client) use or modification of any Granicus Products and Services; (b) any Client content; or (c) Client's violation of applicable law.

OPTIONS

Option 1:

Approve Manager's Report.

Pro:

The Department will be able to move forward with the purchase and implementation of Granicus.

Cons:

Status quo. No potential legal risk associated with indemnification, limitation of liability, arbitration, and governing law of the proposed Granicus application.

Option 2:

Deny request to approve Indemnification, Limitation of Liability, Arbitration, and Governing Law.

Pro: Status quo. No potential legal risk associated with indemnification, limitation of liability, arbitration, and governing law of the proposed Granicus application.

Cons: The Department would not be able to improve its communication with the public or be in compliance with Hawaii Sunshine Law.

JB/mja

Mgrrp/June 2021/21-42/ Discussion and Possible Action to Request Board Approval for Indemnification for Granicus between the Board of Water Supply, County of Kaua'i and Granicus



BOARD OF WATER SUPPLY, COUNTY OF KAUA'I

BOARD MEETING DATES FOR 2022

(Department of Water, County of Kaua'i *Rules & Regulations, Part I, Section II* – Regular Meetings of the Board shall be held in the Department of Water's Board Room or any designated place once each month, or on a date to be determined by the Board.)

1.	January	Thursday, January 20	10:00 a.m.
2.	February	Thursday, February 24	10:00 a.m.
3.	March	Thursday, March 24	10:00 a.m.
4.	April	Thursday, April 21	10:00 a.m.
5.	May	Thursday, May 19	10:00 a.m.
6.	June	Thursday, June 23	10:00 a.m.
7.	July	Thursday, July 21	10:00 a.m.
8.	August	Thursday, August 25	10:00 a.m.
9.	September	Thursday, September 22	10:00 a.m.
10.	October	Thursday, October 20	10:00 a.m.
11.	November	Thursday, November 17	10:00 a.m.
12.	December	Thursday, December 22	10:00 a.m.

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STAFF

REPORTS



DEPARTMENT OF WATER

County of Kaua'i

"Water has no Substitute – Conserve It!"

FISCAL REPORT: MONTHLY SUMMARY HIGHLIGHTS – SEPTEMBER, 2021

I. BUDGET SUMMARY VS. ACTUAL (see attached report for details)

YEAR TO DATE (YTD) BUDGET & ACTUAL EXPENSES SUMMARY – AS OF SEPTEMBER, 2021

	<u>BUDGET</u>	<u>vs</u>	<u>EXPENSED</u>
· Operating Expenses	\$10,865,133		\$6,349,944
· Debt Principal Payment	3,794,865		4,067,340
· Capital Projects	<u>19,367,928</u>		<u>78,495</u>
TOTAL	<u>\$34,027,926</u>		<u>\$10,495,779</u>

REVENUES: VARIANCE = "ACTUAL" LESS "BUDGET"; POSITIVE INDICATES HIGHER PERFORMANCE THAN EXPECTED.

- Total Revenue as of September, 2021 was 20% below projection.
 - Water sales of \$7.9 million (M) was \$1.66M or 27% higher than projected.
 - Other Water Revenue - Receipts of \$28.5 thousand (K) was \$46.5K below projection.
 - Capital Contributions: Contributions from Federal & State Grants – \$201.67K.
 - Investment Income & Net Increase in FV of Investments –\$75.4K.

OPERATING EXPENSES: VARIANCE = BUDGET LESS ACTUAL

EXPENSES; POSITIVE VARIANCE INDICATES LESS ACTUAL EXPENSES VS. BUDGET. **REVISED YTD BUDGET COLUMNS INCLUDE PO ROLLOVER FROM FY ENDING 2021.**

- YTD Operating Expenses before depreciation and amortization was \$6.35M. Total spending was \$4.5M less than budget.
 - Employee Related Expenses –\$2.76M with a 15% positive variance.
 - Contracts & Services – \$1.3M with a 75% positive variance.
 - Professional Services, Other Services – Billing, Communication, Insurance and Repairs and Maintenance for non-water systems are the main items contributing to the 75% positive variance.
 - Exceptional Expenses – None.
 - Fuel & Utilities – \$785.4K with a \$38.8K or 5% negative variance.
 - Bulk Water Purchase –\$345K with a 24% positive variance.
 - Office & Operating Supplies – \$441.2K with 2% positive variance.
 - Training, Travel & Meeting Expenses – \$28K or 40% positive variance.
 - Debt Service – Interest Expense - \$681.2K.
 - Depreciation & Amortization (non-cash expenses) is \$1.78M.

NET OPERATING INCOME:

- Net Operating Income before depreciation and amortization - \$2.43M



DEPARTMENT OF WATER

County of Kaua'i

"Water has no Substitute – Conserve It!"

- Net Operating Income after depreciation & amortization was a positive \$648.36K.

NON-OPERATING PROCEEDS & DISBURSEMENTS

- SRF Loan Proceeds – None.
- FRC – Facility Reserve Charge –\$359.1K.
- YTD Debt Principal Payment is \$4.1M.

CAPITAL PROJECTS BUDGET: YTD DISBURSEMENTS = \$78,495.44

- Capital Projects: Water Utility Fund - \$73.2K
- Capital Projects: FRC Fund – None
- Capital Projects: BAB Fund - \$5.3K
- Capital Projects: SRF Loan Fund - None

II. COMPARATIVE CHARTS:

METERED CONSUMPTION:

- September 2021, monthly metered consumption was 354.3 million gallons (mg) increased by 24.5 mg or 7% as compared from the same month of FY 2021.
- Year to Date (YTD) metered consumption as of 9/30/21 was 1,160.7 mg with a YTD cumulative increase of 200.3 mg as compared from the same month of FY 2021.

III. COMPARATIVE BALANCE SHEET: SEE ATTACHED.

Statement of Net Position as of September 30, 2021 (unadjusted).

IV. OTHER FISCAL ONGOING ACTIVITIES/INITIATIVES:

- FY 2021 Financial Audit is in progress. Draft Audit Report will be submitted to the November board meeting.
- Notice to Proceed was issued to Raftelis Consultants to commence the Water Rate Study.
- Microsoft Dynamics Great Plains will be replaced with a newer version. In addition, after several testing sessions, the Department is opting to have IT assist in rewriting the RFP to include additional requirements to meet expectations and needs.
- Develop Financial Policies for DOW – Statement of Qualifications were solicited for FY 2021. Procurement has been delayed due to COVID 19 pandemic and was pushed on the side due to three other ongoing IT initiatives; the Depreciation Study which was completed in April 2021, the ongoing conversion of Microsoft (MS) Dynamics – Great Plains to MS Business Central and another ongoing project on the Beacon Meters; Automatic Meter Reading (AMR) upgrade to Advanced Metering Infrastructure (AMI).
- Budget Program Solution – It will be addressed concurrently with the Financial Policies Development procurement.
- FEMA update: DOW submitted a request for an additional 30 months' extension to complete two outstanding projects for FEMA grant funding reimbursement; the Makaleha tunnel and Mānoa Stream.
- The FEMA request for reimbursement for the Manoa stream will be rescinded because the job was completed in house.



Department of Water, County of Kauai
 Monthly Budget Summary vs. Actual
 SUMMARY
 9/30/2021

	September				FY 2022			
	Original Budget	Revised Budget	Actual	Variance	Revised YTD Budget	YTD Actual	*Variance	Variance %
I. OPERATING BUDGET								
Revenue								
Water Sales	\$2,085,217.00	\$2,085,217.00	\$2,534,129.12	\$448,912.12	\$6,255,651.00	\$7,917,916.90	\$1,662,265.90	27.%
Revenue from Public Fire Protection	181,192.00	181,192.00	183,469.50	2,277.50	543,576.00	550,408.50	6,832.50	1.%
Other Water Revenue	25,000.00	25,000.00	12,117.65	(12,882.35)	75,000.00	28,497.33	(46,502.67)	(62.%)
Non Operating Proceeds Total	1,367,641.00	1,367,641.00	62,460.35	(1,305,180.65)	4,102,923.00	277,110.05	(3,825,812.95)	(93.%)
Miscellaneous Revenues Total	709.00	709.00	8,375.65	7,666.65	2,127.00	8,731.70	6,604.70	311.%
Total Revenue	3,659,759.00	3,659,759.00	2,800,552.27	(859,206.73)	10,979,277.00	8,782,664.48	(2,196,612.52)	(20.%)
Total Employee-Related Expenses								
	1,087,505.00	1,087,505.00	907,693.54	179,811.46	3,262,515.00	2,761,139.75	501,375.25	15.%
Total Contracts & Services								
	641,941.00	641,941.00	351,024.44	290,916.56	5,196,309.32	1,307,879.60	3,888,429.72	75.%
Total Fuel & Utilities								
	248,865.00	248,865.00	255,156.28	(6,291.28)	746,595.00	785,358.83	(38,763.83)	(5.%)
Total Bulk Water Purchase								
	151,681.00	151,681.00	4,726.78	146,954.22	456,407.96	345,028.67	111,379.29	24.%
Total Office & Operating Supplies								
	82,871.00	82,871.00	62,861.16	20,009.84	451,454.50	441,234.65	10,219.85	2.%
Total Training, Travel & Meeting Expenses								
	14,753.00	14,753.00	3,370.69	11,382.31	47,118.68	28,060.83	19,057.85	40.%
Total Interest Expense								
	234,911.00	234,911.00	201,186.35	33,724.65	704,733.00	681,241.63	23,491.37	3.%
Total Operating Expenses	2,462,527.00	2,462,527.00	1,786,019.24	676,507.76	10,865,133.46	6,349,943.96	4,515,189.50	42.%
Net Operating Inc. (Loss) B4 Depr. & Ar	\$1,197,232.00	\$1,197,232.00	\$1,014,533.03	(\$182,698.97)	\$114,143.54	\$2,432,720.52	\$2,318,576.98	2031.%
	1,197,232.00	1,197,232.00	1,014,533.03	(182,698.97) ##	114,143.54	2,432,720.52	2,318,576.98	
Total Depreciation & Amortization	661,895.00	661,895.00	587,553.33	74,341.67	1,985,685.00	1,784,357.21	201,327.79	10.%
Net Operating Income (Loss)	535,337.00	535,337.00	426,979.70	(108,357.30)	(1,871,541.46)	648,363.31	2,519,904.77	(135.%)
Non Operating Proceeds	1,191,667.00	1,191,667.00		(1,191,667.00)	3,575,001.00		(3,575,001.00)	(100.%)
FRC-Facility Reserve Charge	66,667.00	66,667.00	66,705.00	38.00	200,001.00	359,125.00	159,124.00	80.%
Total Non Operating Proceeds	1,258,334.00	1,258,334.00	66,705.00	(1,191,629.00)	3,775,002.00	359,125.00	(3,415,877.00)	(90.%)
Transfers Out(In) to Other Funds								
Debt Principal Payment			(166,169.51)	166,169.51	3,794,864.89	4,067,340.07	(272,475.18)	(7.%)
Net Proceeds (Expenditures)	1,793,671.00	1,793,671.00	659,854.21	(1,133,816.79)	(1,891,404.35)	(3,059,851.76)	(1,168,447.41)	62.%
II. CAPITAL BUDGET								
Capital Projects (See Attached for Details)	2,480,541.00	2,480,541.00	4,970.28	2,475,570.72	19,367,927.98	78,495.44	19,289,432.54	100.%

Assets and Deferred Outflows

Current Assets

Cash	\$7,113,598.33
Equity interest in pooled investments	\$3,452,396.73

Receivables:

Accounts, net of allowance for doubtful accounts	\$1,638,375.08
Due from other funds	
Unbilled accounts	\$1,378,549.63
Grants and subsidies	\$771,918.34
Accrued interest	\$209,775.36
Total receivables	3,998,618.41

Materials and supplies	\$1,089,731.90
Prepaid expenses	\$41,004.18
Total current asset	15,695,349.55

Restricted Assets:

Facility reserve charge funds:

Cash	\$3,691,499.84
Equity interest in pool investments	\$0.00
Accounts receivable and other	\$268,051.94
Total facility reserve charge funds	3,959,551.78

Bond funds:

Cash	\$1,197,242.97
Equity interest in pooled investments	\$8,641,771.78
Accrued interest	\$25,217.38
Total bond funds	9,864,232.13

Total restricted assets	13,823,783.91
--------------------------------	----------------------

Equity Interest in Pooled Investment - Noncurrent

Investment - Non-Current	\$24,482,215.70
Investment - Reserves	\$9,300,000.00
Investment - Debt Service Reserve	\$0.00
Total Equity Interest in Pooled Investment - Noncurrent	33,782,215.70

Utility Plant:

In service	\$346,650,839.24
Accumulated depreciation	(\$150,116,474.92)
Total utility plant	196,534,364.32

Construction work in progress	\$22,437,362.60
Total property, plant and equipment	218,971,726.92

Total assets	282,273,076.08
---------------------	-----------------------

Deferred Outflow of Resources - Deferred Refunding Costs, net \$8,877,280.72
Total assets and deferred outflows 291,150,356.80

***Allowance for doubtful accounts** (\$229,408.46)

Liabilities and Net Position

Current Liabilities:

Accounts payable and accrued liabilities (\$1,017,563.31)
Contracts payable, including retainages \$627,728.66
Accrued Vacation And Compensatory Pay, current portion \$516,762.47
Due to/Due From Other Funds \$211.73
Customer overpayment \$216,470.68
Customer deposits and advances \$504,586.50
Current portion of long term debt \$5,160,540.98
Current portion of capital lease obligation \$0.03
Total current liabilities 6,008,737.74

Long-Term Debt \$52,781,455.82
Capital Lease Obligation \$0.00
OPEB & Retirement Benefits \$31,511,261.13
Accrued Vacation and Compensatory Pay \$971,573.47
Deferred Inflow of Assets \$555,205.00
Total liabilities and deferred inflows: 91,828,233.16

Net Position:

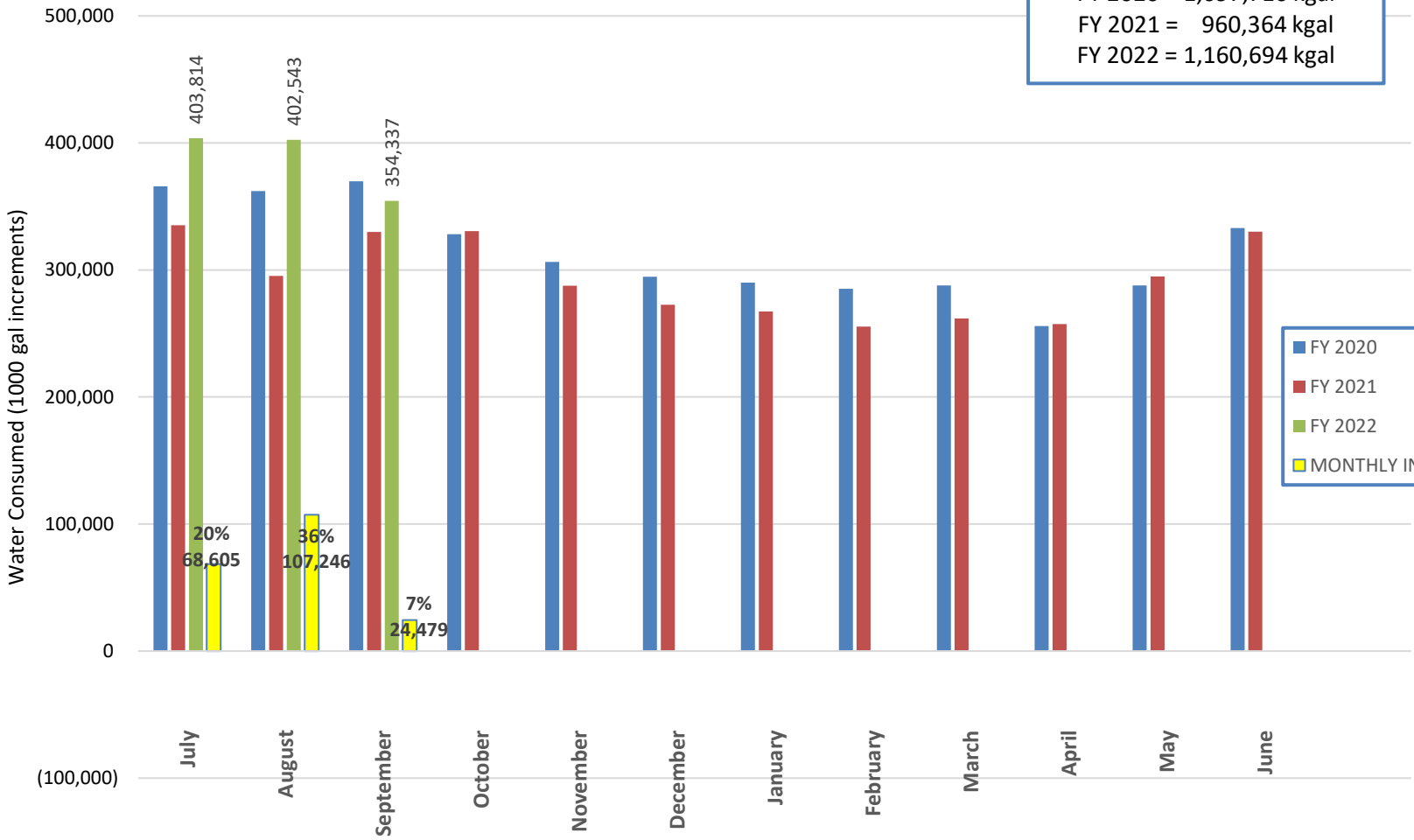
Water Utility Reserves \$9,300,000.00
Restricted FRC \$3,951,701.02
Restricted Build American Bonds \$9,757,199.46
Invested in Capital Assets Net of Related Debt \$160,995,518.73
Unrestricted \$15,317,704.43

Total net position 199,322,123.64
Total liabilities, deferred inflows and net position: 291,150,356.80
0.00

MONTHLY CONSUMPTION

FY 2020, 2021 & 2022

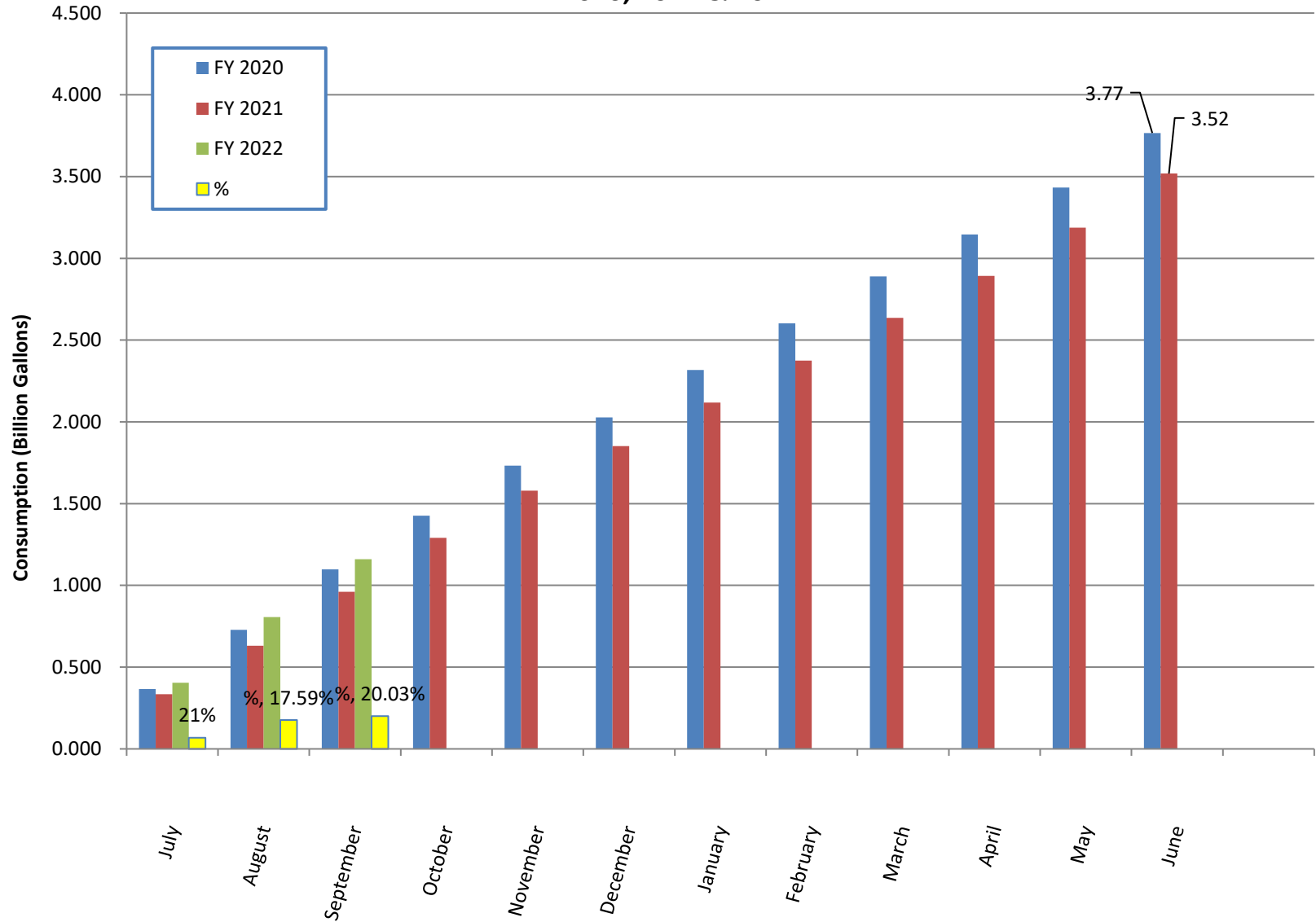
Total Through September
 FY 2020 = 1,097,710 kgal
 FY 2021 = 960,364 kgal
 FY 2022 = 1,160,694 kgal



■ FY 2020
 ■ FY 2021
 ■ FY 2022
 ■ MONTHLY INC. (DEC.)

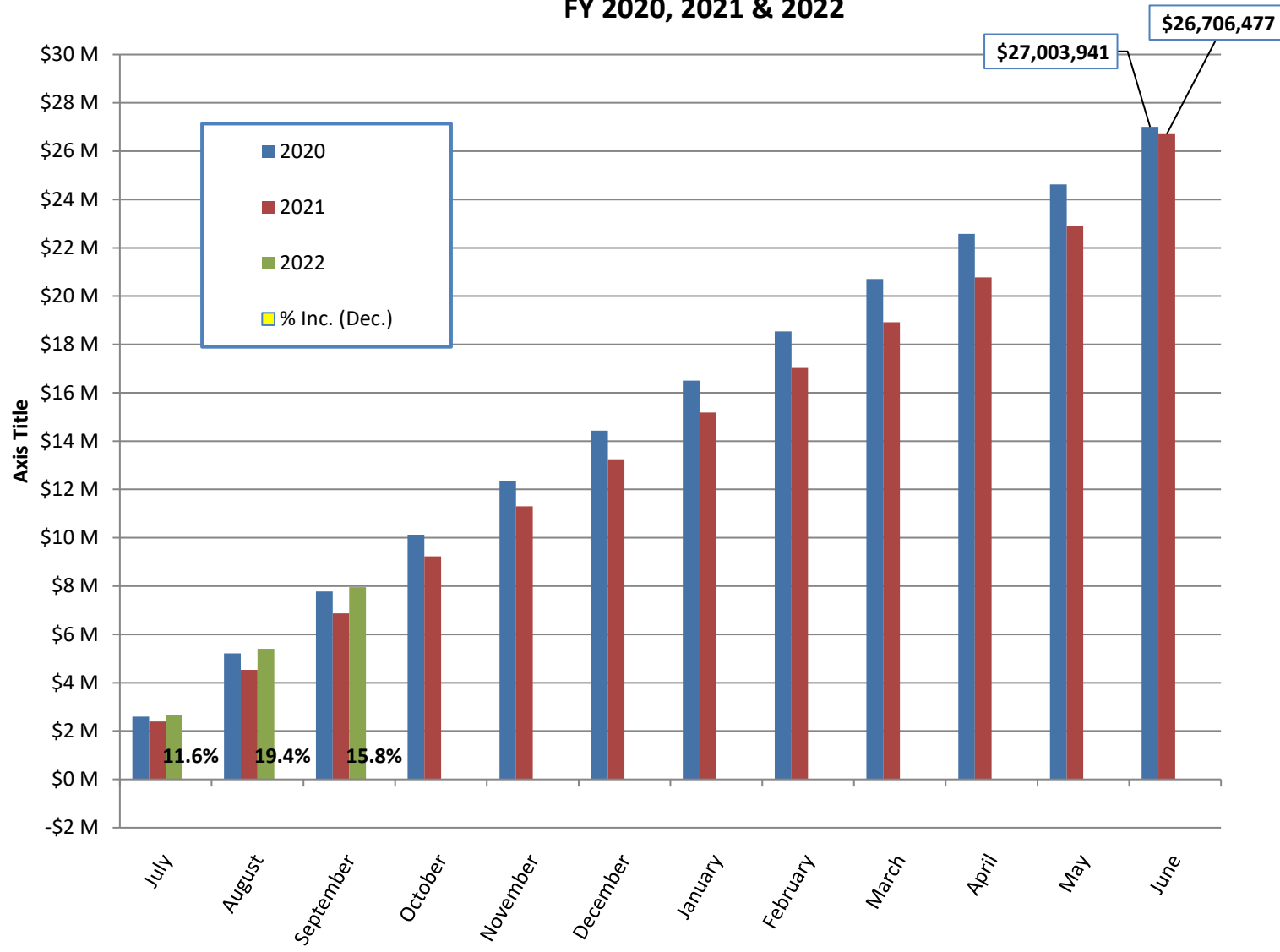
YTD CUMULATIVE WATER CONSUMPTION

FY 2020, 2021 & 2022

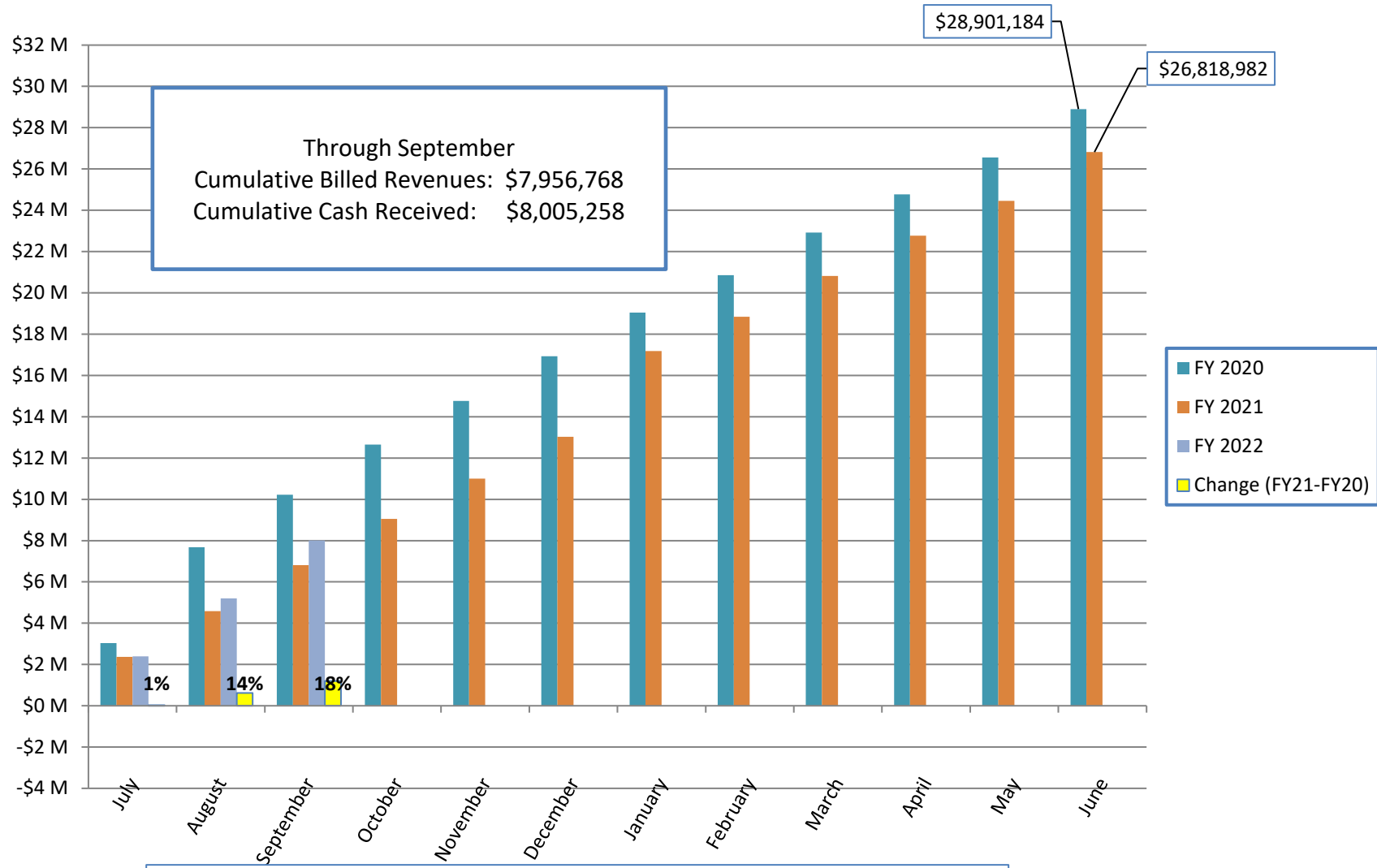


CUMULATIVE BILLED REVENUES

FY 2020, 2021 & 2022



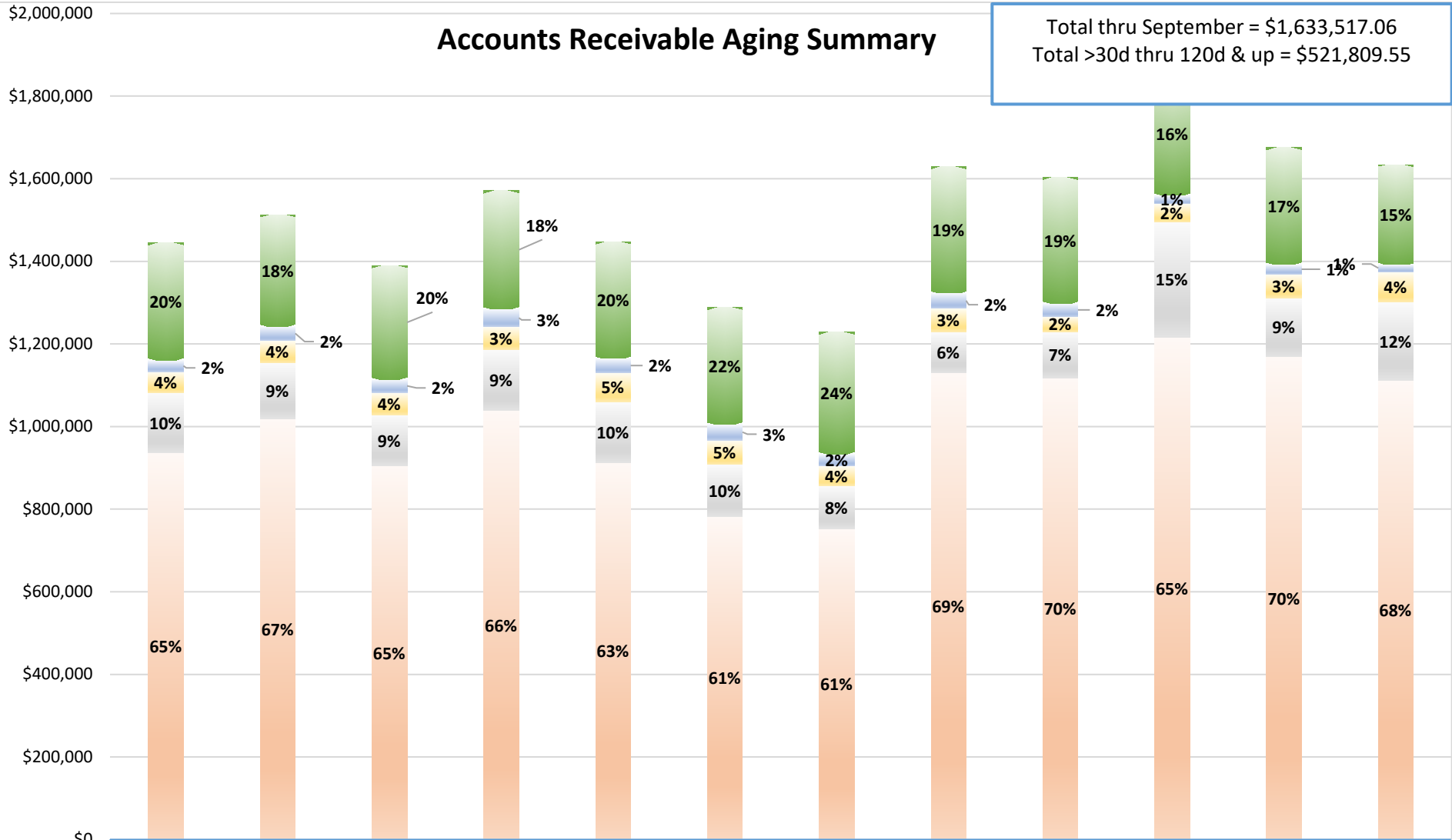
WU CUMULATIVE CASH RECEIPTS FY 2020, 2021 & 2022



Note: July '19-'20 receipts included a \$2.29 million state appropriation grant for the Hanapēpē

Accounts Receivable Aging Summary

Total thru September = \$1,633,517.06
 Total >30d thru 120d & up = \$521,809.55



	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21
121 days and over	\$284,230	\$270,064	\$275,630	\$285,894	\$282,561	\$282,746	\$295,191	\$305,635	\$304,593	\$299,428	\$282,882	\$240,783
91-120 days	\$27,822	\$34,480	\$31,783	\$43,603	\$34,412	\$38,586	\$28,801	\$36,974	\$31,973	\$20,378	\$23,726	\$18,305
61-90 days	\$51,326	\$54,366	\$54,399	\$54,665	\$70,380	\$59,276	\$48,425	\$56,984	\$36,744	\$44,461	\$57,021	\$73,096
31-60 days	\$145,805	\$134,340	\$123,236	\$147,762	\$147,068	\$125,361	\$103,880	\$99,573	\$111,658	\$278,491	\$142,845	\$189,626
0-30 days	\$935,900	\$1,019,504	\$904,886	\$1,038,902	\$912,997	\$782,492	\$752,624	\$1,129,799	\$1,117,983	\$1,216,650	\$1,169,088	\$1,111,708

DEPARTMENT OF WATER

County of Kaua'i

"Water has no Substitute – Conserve it!"

INFORMATION & EDUCATION SPECIALIST REPORT

October 21, 2021

Public Notices and Announcements

All news releases were sent to media partners, published online via the Department's Facebook page and on the County of Kaua'i's website at www.kauai.gov/press-releases. Additionally, roadwork notices are emailed to the Department of Transportation (DOT) communications office.

Service Announcements:

<i>Date Issued</i>	<i>Water System & Affected Service Areas</i>	<i>Announcement</i>	<i>Effective Date & Times</i>	<i>Other Notices</i>
09-14-2021	Kapa'a: Haua'ala Road, Hassard Road, Makamaka Street and Keapana Road	Water service shutdown scheduled	September 15, 2021 9 a.m. – 3 p.m.	Blackboard CTY Newspaper announcement <i>(attached)</i>
09-15-2021		Water service shutdown extended until 5 p.m.	Extended to 5 p.m.	
09-22-2021	n/a	Partial lane closure on Po'ipū Road	September 22, 2021 9 a.m. – 1 p.m.	Blackboard CTY
09-28-2021	Department Announcement	KBWS appoints Joseph E. Tait a Manager and Chief Engineer	n/a	
10-01-2021	Department Announcement	Important billing service reminders for DOW customers	n/a	
10-06-2021	Waimea: Alawai Road	Emergency water service shutdown on Alawai Road	October 6, 2021 9 a.m. to 1p.m.	Blackboard CTY Door to door
10-06-2021		Water service shutdown extended until 4 p.m.	Extended to 4 p.m.	Blackboard CTY
10-06-2021	Kapa'a: on Kūhi'ō Highway; between Waipouli Canal to Aleka Loop, Pouli Road and Kamoā Road	Emergency water service shutdown due to mainline break	October 6, 2021 1 p.m. to 4 p.m.	Blackboard CTY Direct calls
10-06-2021		Water service shutdown extended until 5:30 p.m.	Extended to 5:30 p.m.	Blackboard CTY Direct calls

10-07-2021	Kapa'a: on Kūhi'ō Highway; between Waipouli Canal to Aleka Loop, Pouli Road and Kamoā Road	Emergency water service shutdown due to mainline break	October 7-8, 2021 11:30 p.m. to 4 a.m.	BlackBoard CTY
10-08-2021		Final update: water service restored	Water restored at 2 a.m.	

Public Relations Program

Community Outreach & Education

- The Department’s “Wise Water Wednesday” campaign for the month of October includes information about billing services, Imagine a Day Without Water, conservation outdoors and water meter access. The weekly campaign is published on the Department’s Facebook page, in radio advertisements and in the Garden Island Newspaper.
- The Department donated 20 conservation kits to Island School’s High School sustainability class.
- PR participated in a community meeting with the Habitat for Humanity’s, Ele’ele housing project on Sept. 23, 2021, to provide a presentation on applying for water service. PR offered information on DOW’s billing and account services, application process and shared conservation tips. Approximately 20 homeowners were provided with a new customer welcome kit that included a kitchen aerator, shower timers, informational service brochures and water service applications.
- The Department is being awarded the 2021 Excellence Award for its excellence in education and outreach efforts by the Environmental Protection Agency’s (EPA) WaterSense program. This national award from EPA WaterSense is a first for the Department and its Public Relations (PR) section. PR’s accomplishments proved that continuity in water education and community outreach can be possible during a pandemic. Key efforts included participation in Fix-a-Leak week, a drive-thru water jug distribution during hurricane season and providing more than 550 educational kits to students and teachers during fall break. The award was officially announced on October 7, 2021, during a special awards ceremony at the WaterSmart Innovations conference in Las Vegas. A virtual presentation of the award to the Department of Water is also available.
- The Department is honoring “Imagine a Day Without Water” (IADWW) with a variety of activities to bring awareness to the value of water and highlight the critical role of water infrastructure. During the month of October, the Department is hosting an educational lobby display about IADWW and offering free collapsible water bottles to customers. From October 18-22, 2021, the Department’s Facebook page will publish daily IADWW educational posts in partnership with other county and state agencies to host a joint social media campaign. Additionally, an employee IADWW photo contest is being hosted by the County of Kauai’s employee council.

Upcoming Community Outreach & Educational Events

- Water Emergency Preparedness Awareness – June to Nov. 2021
- Imagine a Day Without Water – October 21, 2021

Project WET Hawaii

- Jonell Kaohelaulii participated in the bi-monthly newsletter committee meeting and provided monthly update for Hawai'i network to regional 1 council member on October 7, 2021.

Attachments: *The Garden Island* (Water shutdown impacts Haua'ala Road today)

briefly

Water shutdown impacts Haua'ala Road today

KAPA'A — The county Department of Water will have an emergency water shutdown on a portion of Haua'ala Road today from 9 a.m. to 3 p.m., weather permitting.

Water service will be turned off for customers located on a portion of Haua'ala Road, from the intersection of Kawahau Road to Keapana Road, including a portion of Hassard Road; between Annie Road and Haua'ala Road, Makamaka Street and Keapana Road in Kapa'a.

DOW crews will be conducting repairs and improvements to the pressure-reducing valves on Haua'ala Road.

To prepare for a water service shutdown, the DOW advises customers to:

- ▮ Store water to meet needs until service can be restored;
- ▮ Notify neighbors, family and friends of the shutdown;
- ▮ Monitor service updates online at [facebook.com/KauaiDOW](https://www.facebook.com/KauaiDOW).

Those with faulty water heaters should ensure the heaters do not empty.

For more information, call the DOW at 245-5461.

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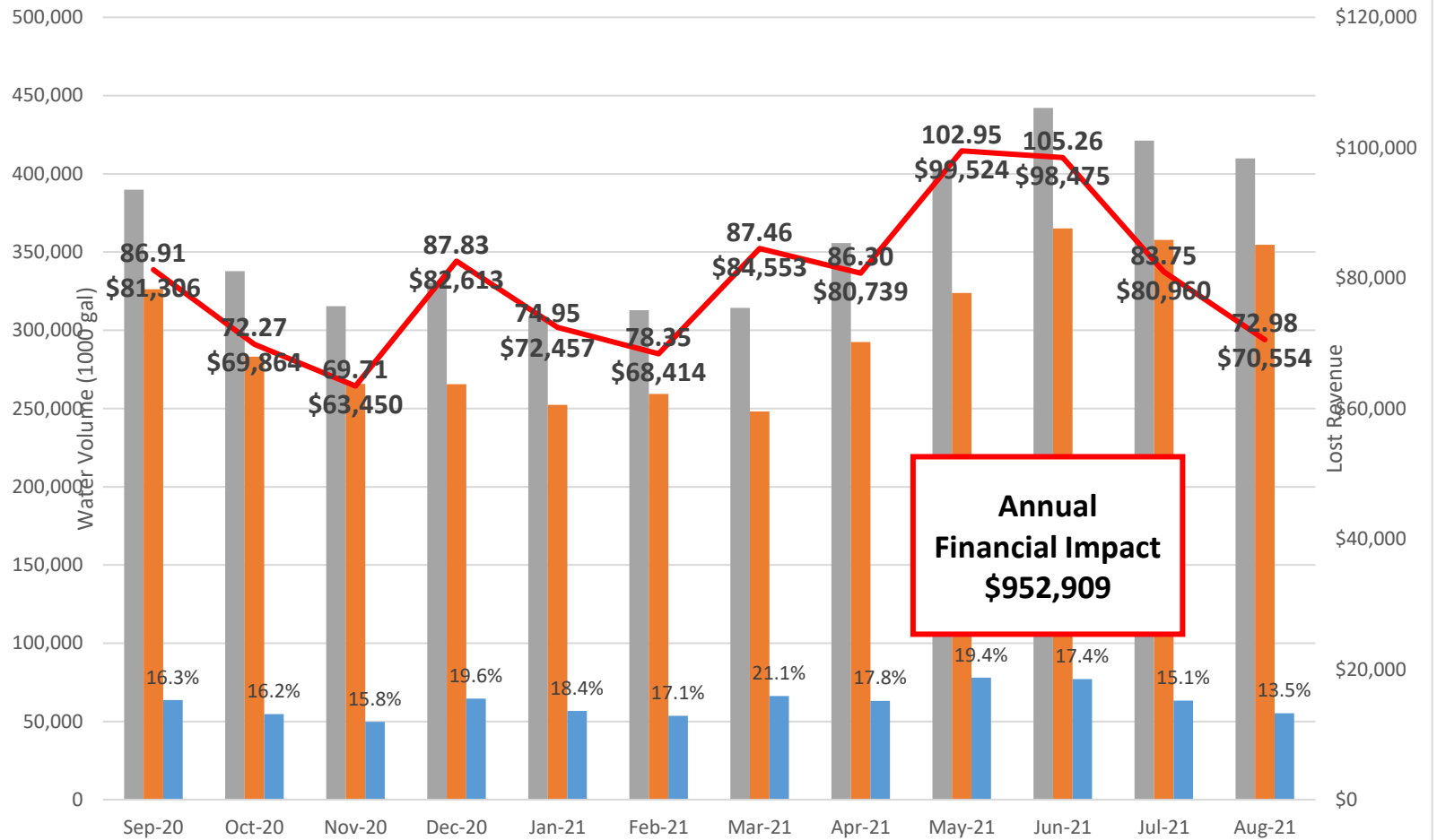
The Garden Island

Operations Services Dashboard								
Month	Leak Repairs	Calls for Service	Meters Installed	Temporary Hydrant Meters	Work Orders Issued	Work Orders Closed	One Call Requests	Hydrants Hit
July	33	191	103	0	176	165	13	1
August	27	220	99	3	187	184	18	6
September	19	193	106	1	180	175	39	1
October								
November								
December								
January	33	183	64	2	178	172	36	2
February	26	213	52	4	126	122	25	1
March	36	215	30	2	345	167	31	0
April	36	217	76	0	182	174	33	2
May	26	229	53	2	167	165	51	2
June	40	211	74	2	167	162	18	1

Operations Contract Dashboard				
Open for Bid				
Type	Contract Number	Job Number	Title	Contractor/Vendor
Awaiting Board Approval				
Type	Contract Number	Job Number	Title	Contractor
Processing/Notice to Proceed				
Type	Contract Number	Job Number	Title	Contractor
Services	715		Hazmat Survey Old Admin Building	Belt Collins Hawaii
Services	716		Paua Valley Well MCC Replacement	Ronald N.S. Ho & associates
Goods	717		Various Trucks	Midpac Auto Center
Goods	718		Emergency Generator	Allied Machinery Corp.
Goods	719		Compact Track Loader	Allied Machinery Corp.

Highlights
1. Estimated non-revenue water due to flushing and reported leaks for the month of September is 379,489 gallons

Monthly Water Audit September 2020 - August 2021



	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21
Produced	389,892	337,846	315,350	330,207	309,068	312,917	314,312	355,704	401,828	442,170	421,226	409,825
Customer Meter Read	326,223	283,136	265,663	265,514	252,328	259,343	248,100	292,478	323,892	365,056	357,828	354,575
Waterloss	63,669	54,710	49,687	64,693	56,740	53,574	66,212	63,226	77,936	77,114	63,398	55,250
Waterloss	\$81,306	\$69,864	\$63,450	\$82,613	\$72,457	\$68,414	\$84,553	\$80,739	\$99,524	\$98,475	\$80,960	\$70,554

DEPARTMENT OF WATER

County of Kaua'i

"Water has no Substitute – Conserve It!"

MANAGER'S UPDATE

October 21, 2021

Pursuant to Board Policy No. 3

CONTRACTS AWARDED/EXTENSION/AMENDMENTS:

1 TENTH AMENDMENT TO CONTRACT NO. 427 JOB NO. 02-14, WP2020 #WK-08, KĀPA'A HOMESTEADS 0.5 MG STORAGE TANK AND KĀPA'A HOMESTEADS 325' TANKS – TWO 0.5 MG TANKS AND CONNECTING PIPELINES, WAILUA-KĀPA'A WATER SYSTEM, KĀPA'A, KAUA'I, HAWAII WITH BELT COLLINS HAWAII LLC IN THE AMOUNT \$44,600.00

FUNDING:

Funds Available	Per Approved Manager's Report No. 21-14 (11/19/20)		\$	45,000.00
Account No.	30-20-00-605-116			
Account Description:	BAB/Capital Projects/Expansion/Design (Tenth Amendment)			
Contract No.	427			
Vendor	Belt Collins Hawaii LLC			
	Contract Amount	\$	256,700.00	
	First Amendment	\$	354,978.00	
	Second Amendment	\$	10,000.00	
	Third Amendment	\$	19,000.00	
	Fourth Amendment	\$	40,450.00	
	Fifth Amendment	\$	76,200.00	
	Sixth Amendment	\$	2,300.00	
	Seventh Amendment	\$	18,100.00	
	Eighth Amendment	\$	51,911.26	
	Nineth Amendment	\$	160,149.00	
	Total Funds Certified To Date	\$	989,788.26	
Tenth Amendment (UPDATE):				
	Design Changes and Contract Time Extension (Reference Manager's Report No. 21-14)	\$	44,600.00	
	Total Amendment	\$	44,600.00	\$ <44,600.00>
	Contract Amount To Date	\$	1,034,388.26	
	Fund Balance			\$ 400.00

BACKGROUND:

Contract NTP Date:	March 15, 2004	
Original Contract End Date:	March 09, 2005	
First Amendment:	Start: November 07, 2007	End: December 31, 2009
Second Amendment:	Start: June 05, 2008	End:
Third Amendment:	Start: November 26, 2008	End:
Fourth Amendment:	Start: March 24, 2010	End: December 01, 2010
Fifth Amendment:	Start: March 14, 2011	End: December 13, 2013
Sixth Amendment:	Start: February 27, 2014	End: June 30, 2014
Seventh Amendment:	Start: July 01, 2015	End: May 26, 2016
Eighth Amendment:	Start: October 28, 2016	End: June 30, 2017
Ninth Amendment:	Start: August 23, 2017	End: Suspended November 26, 2018*
Tenth Amendment:	End: 60 days from NTP for the Tenth Amendment	

*Multiple contract time suspensions have been issued for this project when DOW is reviewing submittals.

The Department of Water (DOW) is proposing to construct two new 0.5 MG concrete storage tanks on the same site as the existing Ornellas tank in the Kapa'a Homesteads located near the intersection of Kawaihau Road and Ka'apuni Road. This contract is for the project's design and includes drainage improvements for site storm water and potential tank overflow or washout events. The Department also is constructing a separate project, *Drill and Test Kapa'a Well No. 4* at the same site.

Tenth Amendment:

The construction of the *Kapa'a Homesteads 325' Tanks* and *Drill and Test Kapa'a Well No. 4* projects has been delayed because the land owner that initially agreed to accept the drainage from the projects had second thoughts about accepting the drainage during construction. Construction was stopped until the landowner and the Board could resolve the drainage. The Board has agreed to purchase an easement from the landowner and the DOW will be responsible for maintaining the drainage facilities on the landowner's property. Therefore, the Tenth Amendment to the Contract is necessary to make the requested changes to the project's drainage, which include the following:

Package A (Drainage Improvements) will be updated to remove the ditch located at TMK 4-6-11:125 and restore Esaki's property. The drain line on the property will be revised to connect to the existing drainage outlet. The consultant will also provide an opinion of probable construction cost and quantities for this work.

Package B (Kāpa'a Homesteads 325' Two 0.5 MG Tanks) will be updated to provide a detention basin at the northeast corner of the Ornellas Tank Site and the Drainage Report will be revised and submitted to the Department of Public Works for review and approval.

The services during construction phase of the project are also being modified to include construction support for the modified scope of both Package A and Package B.

The Board previously approved \$45,000.00 for this contract amendment at the November 19, 2020, Board meeting. Reference Manager's Report No. 21-14. (UPDATE: Contract amendment was revised from \$37, 125 (RTM 01/21/21) to \$44,600.)

2 CONTACT NO. 717, SOLICITATION GS-2022-01 FURNISH AND DELIVER VARIOUS TRUCKS WITH MIDPAC AUTO CENTER IN THE AMOUNT OF \$160,614.00

FUNDING:

Account No.	10-40-00-605-999			
Acct Description	WU/Ops/Capital Outlay- Expansion/Misc.Capital Purchases			\$ 102,291.00
Account No.	10-40-00-604-999			
Acct Description	WU/Ops/Capital Outlay- R&R/Misc. Capital Purchases			\$ 65,000.00
Funds Available	<i>Verified by WWC</i>			\$ 167,291.00
Contract No.	717			
Vendor	Midpac Auto Center			
	Contract Amount	\$	160,614.00	
	5% Contingency	\$	N/A	
	Total Funds Certified	\$	160,614.00	\$ <160,614.00>
Fund Balance				\$ 6,677.00

BACKGROUND:

The Department solicited for vehicles and bids were opened on September 9, 2021, to purchase trucks for Operations that will replace aging vehicles. Vendors had ample time to submit bids. One responsive offer was received for all three trucks, and it was determined that the prices from Midpac Auto Center are fair and reasonable.

3 CONTRACT NO. 718, SOLICITATION NO. GS-2022-02 FURNISH AND DELIVERY OF ONE (1) 150 kVA TRAILER MOUNTED EMERGENCY GENERATOR AWARDED TO ALLIED MACHINERY CORPORATION IN THE AMOUNT OF \$111,099.43

FUNDING:

Account No.	10-40-00-604-999			
Acct Description	WU/Ops/Capital Outlay- R&R/Misc. Capital Purchases			
Funds Available	<i>Verified by WWC</i>			\$ 111,099.43
Contract No.	718			
Vendor	Allied Machinery Corporation			
	Contract Amount	\$	111,099.43	
	5% Contingency	\$	N/A	
	Total Funds Certified	\$	111,099.43	\$ <111,099.43>

Fund Balance			\$	0.00
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BACKGROUND:

The Department has two existing 150 kVA emergency generators manufactured by Onan that is over 28 years old. They were acquired from FEMA following Hurricane Iniki in 1992. These generators have slowly degraded over the years, the frame and housing is severely corroding, parts are obsolete and extremely difficult to find, and the Department will continue to absorb costs to keep them in operational condition. The Department has already replaced one of the two existing emergency generators. A solicitation was released for the second emergency generator and bids were opened on September 9, 2021. Vendors had ample time to submit offers. Of the three bids received, Allied Machinery Corporation submitted the most responsive bid, and the price is fair and reasonable.

4 CONTRACT NO. 719, SOLICITATION NO. GS-2022-03 FOR THE FURNISHING AND DELIVERY OF ONE (1) COMPACT TRACK LOADER WITH ACCESSORIES AWARDED TO ALLIED MACHINERY CORPORATION IN THE AMOUNT OF \$72,670.13

FUNDING:

Account No.	10-40-00-604-999			
Acct Description	WU/Ops/Capital Outlay- R&R/Misc. Capital Purchases			
Funds Available	<i>Verified by WWC</i>		\$	72,670.13
Contract No.	719			
Vendor	Allied Machinery Corporation			
	Contract Amount	\$	72,670.13	
	5% Contingency	\$	N/A	
	Total Funds Certified	\$	72,670.13	\$ <72,670.13>
Fund Balance			\$	0.00

BACKGROUND:

The Department solicited for bids to replace the existing 2009 Case Skid Steer Loader. Bids were received and opened on September 17, 2021. Vendors were given ample time to submit offers. Allied Machinery Corporation submitted the responsive bid, and the price is fair and reasonable.

WAIVER, RELEASE & INDEMNITY APPLICATIONS:

None

PERSONNEL MATTERS

Please reference attachment.

Pursuant to Board Policy No. 24

CONVEYANCE OF WATER FACILITIES \$188,015.00

Clarence J. Domdoma Revocable Living Trust	4-4-03:083	Kapa'a
Kukuiula Development Company (Hawaii), LLC [S-2019-19, Parcel G]	2-6-22:070	Poipu
Kainani Villas, LLC Kukuiula Residential Development, LLC [S-2019-13, Kainani Phase 2]	2-6-21:005; 2-6-21:016; 2-6-21:017	Poipu

OTHER ITEMS OF INTEREST:

1. Correspondence from Michael Serpa, owner/developer Kōloa Village Project, re: FRC Charge \$138,300 dated July 21, 2021

BACKGROUND:

Mr. Serpa sent a letter, dated July 21, 2021, to the Board of Water Supply, County of Kaua'i requesting a facilities reserve charge (FRC) fee waiver in the amount of \$138,300. The correspondence was presented to the Board at the August 26, 2021, meeting. The Board turned the matter over to staff for action. Staff researched the facts surrounding the FRC for Kōloa Village. The Manager and Chief Engineer determined it was appropriate to waive the requirement of the FRC rules and regulations. The Board may overturn the Manager's decision.

The Manager is authorized to grant a waiver if three criteria can be met.

1. Strict application of the rule would cause an absurd, unfair, or unreasonably harsh result; and

On September 24, 2020, he received a certificate of completion (COC) for the project. On December 15, 2020, he requested that commercial building space be converted to residential housing with five or more units. Per the rules, this is considered a new use because the COC had been issued. However, strict application of the rule in this situation would be unfair. I had staff recalculate the FRC for a mixed use (commercial and residential) to see if the FRC was adequately covered by the original fee. The FRC fee he paid for the 3-inch meter was sufficient for the new mixed use based upon those calculations.

2. The applicant's circumstance or condition is unique or exceptional, and the Manager would grant the same request if made by every similarly situated applicant; and

This situation is unique in that the impact requiring a 3-inch meter was adequate based upon the recalculation. If something similar happened in the future I would have staff recalculate the FRC as if the COC had not been issued. However, the recalculation could result in a higher FRC fee. It did not in this case.

3. Such modification thereof as is reasonably necessary or expedient, and not contrary to law or the intent and purposes of these rules and regulations

The intent of the FRC is to require that new or expanded development to contribute its proportionate share of the cost of the impact to the existing sources, storage and transmission mains. Given the project's approved use, the FRC levied, and the subsequent expanded use, the impact fee Mr. Serpa originally paid was adequate. No additional FRC payment was merited in this circumstance in accordance with the intent and purpose of the FRC Rule.

In summary, Mr. Serpa's request for waiver and return of FRC fee credit has been granted in the amount of \$138,320.00. In my review of the facts concerning his request, I determined that DOW staff applied Part 5 in a correct manner. However, in this case, a waiver of the rules should be granted because it

meets the three waiver requirements—fairness, uniqueness, and intent. Mr. Serpa's waived FRC fee will be returned if the Board does not take action pursuant to Rules Part 3, sec. XII:

Any waiver or modification made by the Manager and Chief Engineer will not be considered to have final approval until the Board is notified of the action through the Manager and Chief Engineer's monthly report. The Board may overturn or nullify the Manager's waiver or modification by a majority vote.

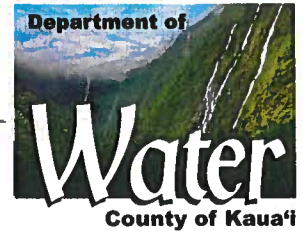
Board Requirements: Should the applicant request Board action after the Manager and Chief Engineer declined to waive or modify the requirements or should the applicant's request involve the exemption from or reduction of the FRC fee or should the Board decide to take action contrary to the Manager and Chief Engineer's action, the Board may, by a super majority vote, waive or modify requirements of these rules when not contrary to the purpose of the rules or the public interest. The Board, by a super majority vote, must find that:

1. Strict application of the rule would cause an absurd, unfair, or unreasonably harsh result; and
2. The applicant's circumstance or condition is unique or exceptional, and the Board would grant the same request if made by every similarly situated applicant; and
3. Such modification thereof as is reasonably necessary or expedient, and not contrary to law or the intent and purposes of these rules and regulations; and
4. In cases of exemption from or reduction of the FRC fee, the resulting financial impact upon the Department and future consumers is acceptable to the Board.

Attachments: Correspondence to Michael Serpa regarding Kōloa Village Project, re: FRC Charge \$138,300

Mgrrp/Manager's Update (October 21, 2021):mja

OFFICE OF THE MANAGER AND CHIEF ENGINEER
DEPARTMENT OF WATER, COUNTY OF KAUAI
MARK R. KNOFF, P.E., PhD. MANAGER AND CHIEF ENGINEER



September 29, 2021

Mr. Michael Serpa
Kōloa Village
Post Office Box 12
Kōloa, HI 96756

Dear Mr. Serpa:

Re: Request for Refund
No Water Meters – FRC Charge \$138,300 Kōloa Village 12 Live/Work Apartments

I am in receipt of your letter dated July 21, 2021, to the Board of Water Supply (BWS), County of Kauai requesting a facilities reserve charge (FRC) refund of \$138,300. Your correspondence was presented to the Board at the August 26, 2021, meeting. The Board forwarded your letter to the staff for action according to the Board rules. After researching the facts surrounding the FRC for Koloa Village I am approving your request for a refund. I will need to inform the Board of my actions at the October 21, 2021, monthly meeting. The decision is not final until after the Board reviews my decision. They can either uphold or overturn my decision.

The evaluation is based upon point two of your letter. The other points you raise do not merit a waiver evaluation. First, the Department of Water (DOW) staff correctly applied [Part 5, Facilities Reserve Charge](#) of the rules and regulations. Part 3, Section XII - Modification of Requirements, provides for a waiver or modification, including a reduction to the applied FRC. Your request for waiver was evaluated using the three criteria outlined in Part 3. All three requirements must be met to grant a waiver.

1. *Strict application of the rule would cause an absurd, unfair, or unreasonably harsh result.*

On September 24, 2020, you received a certificate of completion (COC) for the project. On December 15, 2020, you requested that commercial building space be converted to residential housing with five or more units. Per the rules, this is considered a new use because the COC had been issued. However, strict application of the rule in this situation would be unfair. I had staff recalculate the FRC for a mixed use (commercial and residential) to see if the FRC was adequately covered by that fee. The FRC fee you paid for the 3-inch meter was sufficient for the new mixed use based upon those calculations.

Mr. Michael Serpa

Subject: Request for Refund

No Water Meters – FRC Charge \$138,300 Kōloa Village 12 Live/Work Apartments

September 29, 2021

Page 2 of 2

- 2. The applicant's circumstance or condition is unique or exceptional, and the Manager would grant the same request if made by every similarly situated applicant.*

This situation is unique in that the impact requiring a 3-inch meter was adequate based upon the recalculation. If something similar happened in the future I would have staff recalculate the FRC as if the COC had not been issued. However, the recalculation could result in a higher FRC fee. It did not in your case.

- 3. Such modification thereof as is reasonably necessary or expedient, and not contrary to law or the intent and purposes of these rules and regulations.*

Because the intent of the FRC is to require a project contribute its proportionate share of the cost of the impact to existing facilities. Given the project's approved use and new use had no additional or new impact to the existing facilities, no payment of FRC in this circumstance is in accordance with the intent and purpose of the FRC Rule.

In summary, I am granting your request for waiver and refund. The amount to be refunded based upon your receipt is \$138,320.00. In my review of the facts concerning your request, I determined that DOW staff applied Part 5, in a correct manner. However, your circumstances met all three waiver requirements as outlined in Part 3, Section XII of the rules and regulations. My actions will be reported to the Board at the monthly meeting. You will receive the refund shortly thereafter if the Board agrees with my decision.

Respectfully,



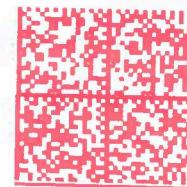
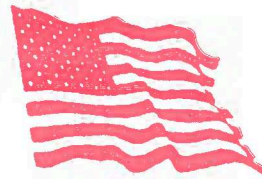
Mark R. Knoff, P.E., PhD.
Manager and Chief Engineer

Attachment:

1. Letter from Michael Serpa dated July 21, 2021

MRK/mja

Department of
Water
County of Kaua'i
4398 Pua Loke Street
Lihue, Kauai, Hawaii 96766



quadient
FIRST-CLASS MAIL
\$000.53^g
10/08/2021 ZIP 96766
043M31219192

US POSTAGE

Michael Serpa
Kōloa Village
Post Office Box 12
Kōloa, HI 96756



July 21, 2021

Kaua'i County Department of Water Board
4444 Rice Street, Suite 175
Lihue, HI 96766-1340

RE: Request for Refund
No water meters – FRC Charge \$138,300 - Koloa Village 14 Live/Work Apartments

Aloha Water Board:

First let me say that I have not had a problem with your department until the issue described below. You have good people and they are trying to follow their mandated rules and policies; however, the problem is that the policies and fee classifications do not support or promote the type of housing that is sorely needed on Kaua'i. I have worked with the Kaua'i Planning Department and Planning Commission on the Koloa Village project to provide housing that will serve local citizens and the current fee structure that we face is a disincentive to do so.

I am the owner and developer of the Koloa Village project in Koloa Town. I have owned the property since 2014 and since that time I have worked hard to make the project a reality. We have eight (8) completed commercial buildings and we hope to open in the fall of this year. Though none of us could have predicted a *pandemic*, we have been fortunate to have had tremendous community support as we designed and funded sanitary sewer for Koloa town and added over 200 public parking spaces to the downtown area. We are fortunate to have all local contractors and Kauai-based, owner-run businesses at Koloa Village.

Koloa Village is a mixed use development consisting of approximately 45,000 square feet of commercial retail and approximately 60,000 square feet of residential divided into 30 one-bedroom one-bath and 30 two-bedroom two-bath homes.

The commercial side of the development includes space for restaurants, office, service retail (dentist, medical, and traditional retail). We are very fortunate to be nearly fully leased with outstanding tenants that refuse to give in to the nearly insurmountable circumstances that the COVID-19 pandemic has caused. They are our true heroes and they are putting everything they have into surviving and striving. I am personally inspired by our tenants, which helps me continue to invest and push forward to create something that does not exist on Kaua'i, which results in attainable non-deed restricted housing and all local businesses in one village area.

With that said, we request your support in adjusting a \$138,300 fee paid for our proposed micro apartments.

Koloa Village | Po Box 12 | Koloa, Hawaii 96756

www.KoloaVillage.com

{W:/DOCS/28428/2/W0170370.DOCX }

When interviewing prospective tenants I ask “what can I do as a landlord to help you be successful with your business”. Every tenant gives the same first response, which is to “create housing that our chefs, services and employees can afford that is close to work”. Same answer, every time.

While we are creating a great deal of housing that is technically *under* the threshold of affordable housing, I chose to convert approximately 6,000 square feet of office space on the commercial side to *studio* apartments for commercial tenant to lease for their employees, or their employees directly. The spaces are about the size of a large hotel room with kitchen and bathroom. This was an amendment to the master zoning permits for the change in use and we spent nearly a year to get it approved by the Planning Commission who in the final vote applauded and thanked me for providing affordable housing that was not “deed restricted”. Offices would have cost approximately \$35,000 per space. The apartments cost approximately \$75,000 per unit. We chose to do the apartments.

All was good, tenants happy and the Planning Department was happy until we applied for a building permit for our final building, which contains the micro-apartments. All agencies signed off quickly except for the Department of Water (DOW). The department held that because these small, work-force targeted apartments, were residential they would have to charge their standard multi-family fee of \$9,880 per unit, or \$138,300. We have tenants that have spend a great deal of money on designs. All buildings are complete except the one with the apartment, yet the DOW stood in the way of our building permit and the continuing of construction until we paid the FRC charge. We had no choice but to pay the fee so we could continue and keep people employed and businesses on the way to opening and recovery. Here is why the department and the policy was and remains wrong and why I would appreciate your consideration and refund of the \$138,300 that we have paid (see attached receipt):

- 1) **Already paid \$225,000 for 3” water meter** that feeds the micro apartments, and the conversion of office space to micro apartments are within the fixture counts previously identified for the 3” water meter.
- 2) **Will pay for use** - DOW will be paid for water usage via 3” water meter **by landlord**
- 3) **No water meters** – for micro units
- 4) **Double dipping** – to charge FRC where there is no water meter and I will be paying
- 5) **DOW policy does not recognize this type of housing.** Example: a 3,000 sf foot apartment same fee as a 300 sf apartment. Simply not fair and is a *disincentive* to providing this type of housing that the the planning department says is needed on island
- 6) **DOW recognizes Deed Restricted affordable housing only** – what about *attainable* housing like this?

On behalf of myself and tenants, we request a refund of the \$138,300 given the prior payment of \$225,000 for the 3-inch water meter that feeds the micro apartments. Pursunt to Part 5, Facilities Reserve Charge Section IV.d. – Collection and Refund of FRC, we request an offset and allow the prior FRC payment as sufficient to convert the office space to micro apartment units. Because the DOW has not considered this type of housing, it should not penalize those of us that are doing the right thing and willing to invest our own money to do so. For an island that has a mountain that is the wettest place on earth one would think that that the finances of the DOW are healthy enough to support housing that is so desperately needed on island.

Koloa Village – Micro Residential - FRC Charge Appeal

July 21, 2021

Page 3 of 3

Mahalo for your time and attention and please do not hesitate to call me directly, 808-634-4924.

Respectfully and sincerely,

A handwritten signature in blue ink, appearing to read "Michael Serpa". The signature is fluid and cursive, with a long horizontal stroke at the end.

Michael Serpa, Owner and Managing Member

/ms

RECEIVED

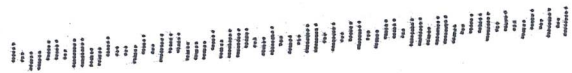
HONOLULU HI 96
22 JUL 2021 PM 5



2021 JUL 26 PM 1:54
DEPARTMENT OF WATER
BOARD OF KAUAI

Kauai County Department of Water Board
4444 Rice Street, Suite 175
Lihue, HI 96766-1340

96766-132899



DEPARTMENT OF WATER
County of Kauai
OFFICIAL RECEIPT

No. 97511

\$ 138,320.00

Date MAY 4, 2021

Received from KOLA VILLAGE LLC

the amount of ONE HUNDRED THIRTY EIGHT THOUSAND THREE HUNDRED TWENTY 00/100

FOR:

Peni

Authorized Agent

Installation Charges.....

Specs. & Plans.....

Advance Deposit.....

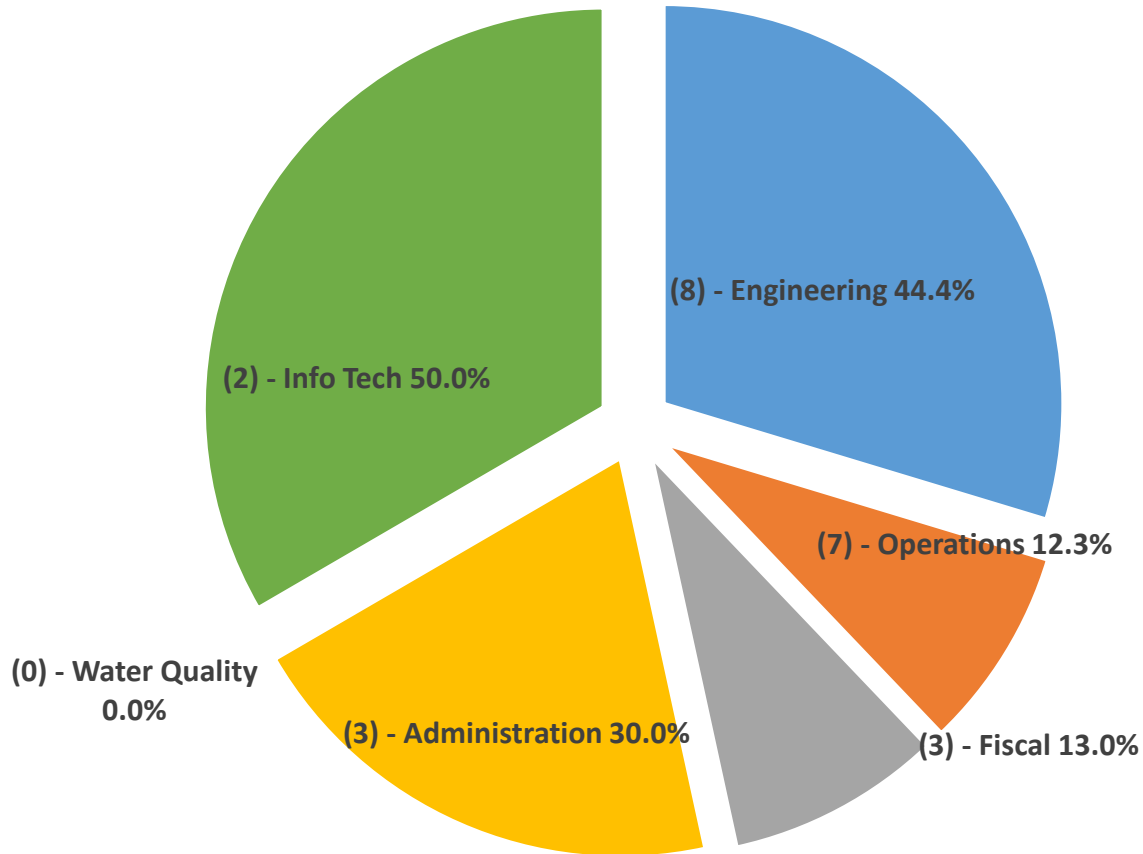
Construction Deposit.....

Others FRC # 14 + 138,320.00

TMK: 2 808 001

5460 KOLA RD Water System
KOLA, HI 96756

Personnel Dashboard



Vacancies by Division

(# Vacancies), Division, Percent Vacant

Summary

Total Authorized = 117

Total Vacant = 23

Actively Recruiting = 7

Highlights

1. Civil Engineer VI #2430 retired 9/30/2021.
2. Civil Engineer III #2351 classification review completed.
3. Manager & Chief Engineer starts 10/01/2021.

A horizontal splash of clear blue water with bubbles, positioned behind the text.

QUARTERLY

REPORTS

CASH RECEIPTS		TOTAL	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010
BEGINNING CASH BALANCE		\$ 60,000,000.00									\$ -	\$ -	\$ -	\$ -	\$ 60,000,000.00
Bond Proceeds															
Interest Income		\$ 2,160,562.81		\$ 1,406.49	\$ 318,033.00	\$ 239,725.76	\$ 136,213.08	\$ 43,433.92	\$ 62,650.14	\$ 246,093.42	\$ 1,113,007.00				
TOTAL RESOURCES		\$ 62,160,562.81		\$ 1,406.49	\$ 318,033.00	\$ 239,725.76	\$ 136,213.08	\$ 43,433.92	\$ 62,650.14	\$ 246,093.42	\$ 1,113,007.00	\$ -	\$ -	\$ -	\$ 60,000,000.00
201-01 BAB - CIP		\$ -													
Cost of Issurance		\$ 535,838.66													\$ 535,838.66
217 EA-194 Hanalei River & Moelepe Stream Pipeline		\$ 741,141.50													\$ 741,141.50
218 Job 02-18	Pipeline replacement, Kapaa Homesteads	\$ 2,941,979.00											\$ 966,229.51	\$ 1,975,749.49	
219 Job 04-02	Main replacement, Vivian Heights and Apopo Road and Kanahole Road	\$ 2,651,730.99										\$ 105,007.40	\$ 476,365.60	\$ 2,070,357.99	
220 Job 03-02	Anahola 0.15 MG Tank Renovation	\$ 1,571,169.09									\$ 417,459.47	\$ 738,342.29	\$ 348,437.12	\$ 66,930.21	
684 Job 05-01	Waimea Main Replacement	\$ 3,272,975.12											\$ 112,524.38	\$ 3,160,450.74	
687 Job 02-03	Kekaha 12" Main Replacement and Waimea Canyon Drive 12" Main Replacement	\$ 677,234.29											\$ 8,796.00	\$ 668,438.29	
221 Job 10-01	Pipeline replacement, Anini Road	\$ 724,652.00				\$ 320.25		\$ 40,444.75	\$ 99,727.00		\$ 75,360.00	\$ 91,600.00	\$ 331,800.00	\$ 85,400.00	
222 Job 10-02 & 13-03	Kaumualii Hwy widening, Anonoui St to Lihue Mill Bridge	\$ 5,208,503.03									\$ 603,320.00		\$ 4,368,972.73	\$ 236,210.30	
223 Job 05-06	PLH-25, 8" Main Replacement, Eiwa, Umi, Akahi, Elua & Hardy/Alohi Streets	\$ 2,710,970.00										\$ 207,527.45	\$ 1,837,108.24	\$ 666,334.31	
224 Job 02-16	Rehabilitation of Maka Ridge Deepwell Tank, Pipeline and Rdway, Ohana, Anolani & Kuamoo Roads	\$ 1,381,988.40									\$ 70,243.40	\$ 816,129.43	\$ 495,615.57		
227 Waimea Well A Renovation		\$ 639,282.53										\$ 299,937.43	\$ 308,235.45	\$ 31,109.65	
326 Job 02-02	Omao 0.5 MG Tank and connecting Pipeline	\$ 2,519,540.05											\$ 1,105,978.21	\$ 1,413,561.84	
228 Koloa Tank Site Acquisition		\$ 500,991.73												\$ 500,991.73	
230 Job 02-08	Rehabilitation of Eleele Twin 0.4 MG Steel Tanks	\$ 2,018,853.05									\$ 419,657.59	\$ 820,325.86	\$ 654,054.56	\$ 124,815.04	
231 Job 02-19	Waipouli Main Replacement to Akulikuli	\$ 2,229,690.39									\$ 140,809.76	\$ 460,829.74	\$ 1,628,050.89		
232 Job 02-14	Kapaa Homesteads 0.5 MG Tank #2 and Kapahi 1.0 MG Tank	\$ 293,603.56				\$ 28,276.20	\$ 181,031.23	\$ 33,913.47				\$ 4,820.46	\$ 44,327.74	\$ 1,234.46	
233 Job 09-01 K-01, K-12	Kalaheo 1111' & 1222' Water System Improvement	\$ 1,062,603.99	\$ 5,326.25	\$ 30,660.00	\$ 67,910.95	\$ 40,510.00	\$ 252,930.74	\$ 4,084.44	\$ 41,155.98	\$ 29,424.45		\$ 54,561.67	\$ 505,005.23	\$ 31,034.28	

CASH RECEIPTS		TOTAL	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010	
683	Job 04-06	Kekaha Well B Renovation	\$ 627,165.43									\$ 42,828.60	\$ 265,223.57	\$ 319,113.26		
234	Kukuioolono Water Tank Site Acquisition		\$ 302,396.47											\$ 302,396.47		
235	Job 05-05	Nawiliwili, Niupalu and Kupolo 6", 8" and 12" Main replacement	\$ 3,150,226.75									\$ 689,732.75	\$ 2,460,494.00	\$ -		
237	Job 11-02	Replacement Grove Farm Tanks #1 & #2	\$ 201,658.00				\$ 24,767.90	\$ 33,185.10	\$ -	\$ 67,905.00	\$ 44,165.00	\$ -	\$ 31,635.00	\$ -		
692	PLH-39 Lihue Baseyd		\$ 7,755,133.98			\$ 15,035.86	\$ 544,777.77	\$ 575,693.09	\$ 5,951,097.31	\$ 1,510.40	\$ 1,466.25	\$ 382,445.74	\$ 283,107.56	\$ -		
621	Job 02-06	Kilauea 1.0 MG Tank	\$ 250,973.16			\$ 17,438.16	\$ 13,380.00				\$ 73,995.00	\$ 93,310.00	\$ 52,850.00			
238	Job 11-04	Lawai-Omao Water Main Replacement & Service Improvements	\$ 71,737.50							\$ 5,967.45		\$ 30,745.05	\$ 35,025.00			
239	Job 02-17	Maka Ridge Facilities Rehabilitation and Princeville Interconnection Plan	\$ 2,333,850.55							\$ 244,226.89	\$ 276,328.78	\$ 1,813,294.88				
240	Job 11-03	Land and Well Acquisition, Moloaa and Waimea, Kauai	\$ 159,938.00				\$ 3,678.00	\$ 25,300.00	\$ 14,160.00		\$ 23,290.00	\$ 71,730.00	\$ 21,780.00			
242	Job 02-11	Moloaa Land Acquisition	\$ -													
243	Job 11-06	Rehabilitate Moelelpe Tunnel and improve access road	\$ 19,200.00										\$ 19,200.00			
244	K-05A Kukuioolono 0.5 MG 886' Tank		\$ 193,578.95				\$ 67,715.05	\$ 61,552.30			\$ 64,311.60					
610	Job 02-11	Moloaa Land Acquisition	\$ -													
	Job 11-10	8" WL Halewili Kaumualii to Hale	\$ 694,331.55					\$ 282,186.78	\$ 412,144.77							
	Job 11-07	MCC Chlor KoloaWell16-A,B,E	\$ 3,667,032.67		\$ 44,513.76	\$ 1,623,383.03	\$ 1,999,135.88									
	Job 04-08	Kapaa Homesteads Well #4	\$ 1,308,153.06	\$ 43,250.00	\$ 588,360.39	\$ 676,542.67										
	TOTAL		\$ 52,418,123.45	\$ 5,326.25	\$ 73,910.00	\$ 700,785.10	\$ 2,401,506.17	\$ 3,087,416.57	\$ 1,056,359.93	\$ 6,518,285.06	\$ 349,034.19	\$ 2,210,406.85	\$ 6,723,168.75	\$ 16,360,816.36	\$ 11,654,128.06	\$ 1,276,980.16
	Cash Balance		\$ 9,742,439.36	\$ (5,326.25)	\$ (72,503.51)	\$ (382,752.10)	\$ (2,161,780.41)	\$ (2,951,203.49)	\$ (1,012,926.01)	\$ (6,455,634.92)	\$ (102,940.77)					

COUNTY ATTORNEY QUARTERLY REPORT

This report is submitted pursuant to Board Policy No. 25.

CLAIMS SETTLED: None; three pending.

Claimant(s) - Attorney	Date of Loss	Filed with Office	Date Closed	Basis of Claim	Claim Amount	Settled Amount	Corrective Action Recommendation
Vandervoet, David	6/30/2021	7/23/2021	OPEN; pending decision	Property Damage: Claimant's neighbor told him that Kauai Water Dept was digging by the telephone pole at the entrance to his driveway on June 30, 2021, attempting to find a water shut-off valve for the service at the property across the street on Weke Road. On July 1, 2021, he found that he had no cable signal to his house. Spectrum Cable and Kauai Vacation Rentals visited the house on July 3, 2021 and reported that the conduit that carries the coaxial cable from the service pole to his house had been broken by a digging effort at the base of the telephone pole and that his coaxial cable and phone line to the house were both severed.	\$1,830.00		

Allen, McKenna	6/23/2021	8/5/2021	OPEN; pending decision	Towing Fee: Claimant is employed by the State DLNR Division of Aquatic Resources. Claimant parked in the lot fronting the old water building on 6/23/21 at 6:00 and returned from field work at 15:45 to find that Claimant's vehicle had been towed.	\$125.00		
Melamed, Mia	6/23/2021	8/6/2021	OPEN; pending decision	Towing Fee: Claimant is employed by the State DLNR Division of Aquatic Resources. Claimant parked in the lot fronting the old water building on 6/23/21 at 6:00 and returned from field work at 15:45 to find that Claimant's vehicle had been towed.	\$130.24		

QUARTERLY UPDATE

Period of July 1, 2021 to September 30, 2021

ENGINEERING DIVISION

Submitted by: Michael K. Hinazumi, P.E.

DEPARTMENT OF WATER

October 21, 2021

Executive Summary

Significant updates for this quarter include:

- **Water Resources and Planning Section**
 - Subdivision-Land Use applications completed => 48 (increase of 26%)
 - Water Service Requests => 39 (increase of 15%)
 - Building Permit applications => 477 (increase of 10%)
 - Backflow Devices Inspected and Tested => 1971 (increase of 2%)
 - Lead and Copper Rule water system sampling conducted
- **Engineering Services Section**
 - Overseeing 20 ongoing DOW Design project, including several multi-phased projects
 - Private Project Reviews => 45 (increase of 5%)
 - Kapaia Cane Haul Road 18-Inch Waterline (Job No. 16-02) => Pending SHPD approval
 - Rehabilitate Paua Valley Tank No. 1 (Job No. 17-10) => Under project re-evaluation
- **Construction Management Section**
 - Overseeing four (4) DOW projects in various phases of construction
 - Completed and closed fifteen (15) private projects

Water Restriction Areas

Water System/Sub-System	Restrictions (5/8-inch water meter or number units per lot)	Inadequate Facilities	Comments
Upper Lawai	2	Storage	Administration Approved
Poipu	300	Storage	Board Approved (50% of new tank allowed for new development; 50% to make up storage deficit)
Wailua Homesteads	5	Storage	Administration Approved
Upper Wailua Homesteads	2	Storage	Administration Approved
Kapaa Homesteads	5	Source	Board Approved
Moloa'a	0	Source and Storage	Water Purchase Agreement
Kilauea-Kalihiwai	5	Source and Storage	Administration Approved
Aliomanu - Kukuna Road	0	Transmission	Administration Approved
Anini	1	Source and Storage	Water Purchase Agreement
Upper Wainiha Valley	1	Storage	Administration Approved
Wainiha - Haena	3	Storage	Administration Approved

Accomplishments

	July – September 2021
Subdivision Applications; Zoning / Land Use / Variance Permits; Zoning Amendments; ADU/ARU Clearance Applications	48
Water Service Requests	39
Building Permit Applications	477
Backflow Inspection Program – No. of Tested Devices	1971

Private Projects	July – September 2021
Design Approved	25
In Design Review	40
Preparing to enter Construction	20
In Construction	17
Closing	28
Completed	15

Water Plan 2020 Construction Project Status

WP 2020 NUMBER	JOB NO	PROJECT TITLE	% COMPLETE MAR 2020	% COMPLETE JUNE 2021	ORIGINAL ESTIMATE TO COMPLETE	CURRENT ESTIMATE TO COMPLETE	CURRENT CONTRACT AMOUNT
HE-01	15-07	Kaumuali'i Highway 16" Main and Emergency Booster Pump Connection	87	90	Q3 2019	Q4 2021 (9 & 11)	\$10,998,182.59
HE-10	15-07	Hanapepe Road 6" Main Replacement					Combined with HE-01
WK-39&WK-08	02-14	Kapaa Well 4 Drainage line & Kapaa Well 4 Drill & Test	86	87	Q3 2019	Q1 2022 (9 & 11)	\$2,382,043.35
KW-07	17-10	Paua Valley Tank Repairs	4	4	Q2 2021	Q3 2022 (12)	\$2,264,750.00
PLH-35B	16-02	Kapaia Haul Cane Road 18" Transmission Line	7	7	Q3 2019	Q4 2022 (8)	\$4,127,545
						TOTAL =	\$19,772,520.94

- (1) Change order issued which extended project schedule.
- (2) Awaiting close out documents
- (3) Awaiting contract dispute resolution
- (4) Awaiting DPW road permit signoff
- (5) Contract closed out
- (6) Liquidated Damages being enforced
- (7) Awaiting Building Permit signoff
- (8) Project issued stop work order and is on hold due to SHPD issues.
- (9) Redesign required additional time
- (10) Progress made but new change order amounts were substantial and reduced work completed to contract amount ratio.
- (11) Project issued stop work order due to COVID-19 but has since resumed.
- (12) Project issued stop work order due to redesign and re-evaluation.

IDIQ Services

Contract Number	Company	Contract Amount	Number of Projects Assignments
637	RM Towill Inc.	\$1,467,392	1
690	Bowers & Kubota	\$700,000	2
700	Brown & Caldwell	\$150,000	1



Information Technology Quarterly Update

July 2021 – September 2021

Jas Banwait

October 2021

Technology

- ▶ Upgrade SCADA Network
 - ▶ Expected completion December 2021
- ▶ Upgrade Financial Accounting System
 - ▶ RFP – In Progress
- ▶ Upgrade Customer Billing System
 - ▶ RFP – In Progress
- ▶ Core IT Infrastructure Upgrades
 - ▶ Server/Network upgrade – In Progress
 - ▶ Estimated March 2022 completion
- ▶ Board of Water, 2022 Sunshine Requirements
 - ▶ Live Stream via Granicus
 - ▶ Board Meeting via Zoom Webinars
 - ▶ Implementation December 2021