State of Hawai'i
DEPARTMENT OF LAND AND NATURAL RESOURCES
Division of Forestry and Wildlife
Honolulu, Hawai'i 96813

January 22, 2016

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

Land Board Members:

SUBJECT: REQUEST AUTHORIZATION FOR THE CHAIRPERSON TO NEGOTIATE, SIGN, EXECUTE, AMEND, TERMINATE, AND EXTEND A MEMORANDUM OF AGREEMENT WITH DOLE FOOD COMPANY, INC. FOR THE ESTABLISHMENT OF A PUBLIC ACCESS ROUTE TO THE 'EWA FOREST RESERVE AND POAMOHO TRAIL, O'AHU, TAX MAP KEY NUMBERS (1) 6-4-004:001 AND (1) 6-4-004:003, AND TO DESIGNATE AN ACCESS ROAD AS A FEATURE REGULATED BY THE NĀ ALA HELE PROGRAM

SUMMARY:

The Division of Forestry and Wildlife (DOFAW) requests that the Board of Land and Natural Resources (BLNR) authorize the Chairperson to negotiate, sign, execute, amend, terminate, and extend a Memorandum of Agreement (MOA) between the Department of Land and Natural Resources (DLNR) and the Dole Food Company, Inc. (Dole) for the establishment of a public access route to the 'Ewa Forest Reserve and Poamoho Trail (Draft MOA attached), and to designate the public access route as a feature regulated by the Nā Ala Hele program.

BACKGROUND:

The subject MOA addresses management objectives for the state-owned 'Ewa Forest Reserve, Poamoho Section ("forest reserve"). The forest reserve area includes portions of a priority Nā Ala Hele program trail (Poamoho Trail); a Public Hunting Area for game mammals (Unit G); high-quality native forest vegetation; designated critical habitat for the endangered O'ahu 'elepaio (*Chasiempis sandwichensis ibidis*); and Class 1.b. stream segments.[1,2]

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[1] On April 12, 2013, BLNR approved DOFAW's recommendation to withdraw approximately 1,500 acres from the upper portion of the forest reserve; set aside the withdrawn area as the Poamoho Natural Area Reserve; and recommend that the Governor issue an Executive Order for the withdrawal and another for the set aside. The Executive Orders remain unissued due to

Water quality in the Kaiaka Bay watershed—which includes the forest reserve—is regularly listed as impaired by the State Department of Health,[3] and access to the forest reserve for hunting is critical for controlling feral pig populations to maintain and improve watershed health. The Poamoho Trail—constructed in 1934 by the Civilian Conservation Corps—is part of the O'ahu Ko'olau Ridge Summit Trail complex, identified as a priority trail in the 1991 Nā Ala Hele Program Plan. The Territorial Forestry Division and the U.S. Army developed the trail complex to improve mountain access for feral animal removal and military defense, and over time the Poamoho Trail became one of the premier recreational hiking trails that lead to the Ko'olau Summit.

The forest reserve houses some of the most intact 'ōhi'a forests on O'ahu and is home to 34 rare and endangered native plants and animals, including kāhuli or O'ahu tree snail (*Achatinella sowerbyana*); kāpana or mint (*Phylostegia grandiflora*); koli'i (*Trematolobelia macrostachys*); purple-flower black-snakeroot (*Sanicula purpurea)*; wawae'iole (*Huperzia nutans*); and haha (*Cyanea accuminata*). Rain that falls in the mountainous watersheds recharges O'ahu's Central/Wahiawā aquifer and feeds agricultural irrigation systems along the North Shore and a recreational fishery at Wahiawā Reservoir.

Substantial portions of this public forest reserve are landlocked by private agricultural lands owned by Dole and others. For several decades, prior to 2002, Dole allowed vehicular access via an unpaved pineapple access road that traverses the property. However, in 2002 Dole installed a gate at the main entrance to the access roads and prohibited public access, due to increasing property and crop damage, theft, abandoned vehicles, and unauthorized recreational vehicle use on Dole agricultural lands below the forest reserve. With the help of 2005 amendments to Hawai'i Revised Statutes Chapter 198D (Act 175)—the Nā Ala Hele Program

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unresolved conflicts with General Lease 3846 issued to the United States of America for military purposes.

[2] Class 1.b. waters occur in the uppermost reaches of the Ki'iki'i stream system (headwaters of Poamoho and Kaukonahua tributaries) that lie within the Protected Subzone of the State Conservation District. *See, e.g.,* Hawai'i Administrative Rules (HAR) § 11-54-5.1(a)(1)(B). "It is the objective of class 1 waters that these waters remain in their natural state as nearly as possible with an absolute minimum of pollution from any human-caused source. To the extent possible, the wilderness character of these areas shall be protected. Waste discharge into these waters is prohibited, except as provided in section 11-54-4(e). Any conduct which results in a demonstrable increase in levels of point or nonpoint source contamination in class 1 waters is prohibited." HAR § 11-54-3(b)(1).

[3] *See* hyperlinks to "Waterbody Assessment Decisions," *available at* http://health.hawaii.gov/cwb/site-map/clean-water-branch-home-page/integrated-report-and-total-maximum-daily-loads. Existing uses throughout the streams include support of recreational activities, aesthetic values, and traditional and customary native Hawaiian beliefs, values, and practices. The Hawaii Stream Assessment classified the Ki'iki'i stream system as an "outstanding" area for recreational opportunities, with significant riparian resource value and moderate aquatic resource value (Hawaii Cooperative Park Service Unit, 1990).

statute—DOFAW and Dole achieved consensus on language to delineate methods to provide public access and to indemnify Dole and its affiliates for property loss and damage claims that may result from public access. Dole granted permission for public access on February 10, 2006, through a Memorandum of Understanding (MOU) with DLNR that terminates on February 10, 2016.[4]

The new MOA proposed by DOFAW includes an additional Dole parcel, TMK: (1) 6-4-004:003, that was inadvertently omitted from the existing MOU. Otherwise, the new MOA is nearly identical to the existing MOU, which restricts public use to a specific section of the Dole access road that leads to the lower boundary of the 'Ewa Forest Reserve.

DISCUSSION:

Dole recognizes and desires to further the public interest in providing and facilitating public access to 'Ewa Forest Reserve and Poamoho Trail. DLNR and Dole prepared a draft MOA (attached), with input from the Deputy Attorney General, for establishing an access route that will provide both public access and DOFAW management access to the lower boundary of the forest reserve. The MOA secures continued public use of the forest reserve for hunting, recreation, cultural practices, personal gathering, and educational programs and activities, and continued natural resource protection and management activities by DOFAW, including firefighting and invasive species control.

Pursuant to Chapter 198D, HRS, DLNR's Nā Ala Hele Program (NAH) is responsible for the management, maintenance, development, and regulation of trails and accesses in the State. The NAH mandate is to plan, develop, acquire land or rights for public use of land, construct, restore, and engage in coordination activities to implement the statewide trail and access program. DLNR, through its NAH, may enter into agreements with owners of public or private land to defend an owner from claims made by public users of the owner's land and to indemnify an owner for property losses incurred due to public use.

CHAPTER 343 - ENVIRONMENTAL ASSESSMENT:

The MOA is an agreement between DLNR and Dole for public access and related operations, repair, and maintenance on an existing road across agriculturally zoned lands used for farming and ranching. The terms of the MOA require that DOFAW (1) maintain and install gates and fencing to contain vehicular traffic and animals along specific portions of the access road, and (2) place signage to direct and inform access route users about access requirements, applicable rules, and potential hazards. These are minor actions that will probably have minimal

[4] On December 09, 2005, BLNR approved DOFAW's request to enter into an MOA with Dole for the establishment of a public access route to the 'Ewa Forest Reserve and Poamoho Trail, and to designate the Dole portion of the Access Road, authorized under the terms of the MOA, as under the jurisdiction of the Nā Ala Hele Program and Chapter 13-130, Hawai'i Administrative Rules (Agenda Item C-3).

or no significant effects on the environment and are exempt from the requirement to prepare an environmental assessment in accordance with Chapter 343, HRS, and Chapter 11-200-8, Hawaii Administrative Rules, under the following exemption classes (Exemption List for the Department of Land and Natural Resources, Reviewed and Concurred Upon by the Environmental Council on June 05, 2015):

> Exemption Class 1: Operations, repairs or maintenance of existing structures, facilities, equipment or topographical features, involving negligible or no expansion or change of use beyond that previously existing.
>
> Exemption Class 2: Replacement or reconstruction of existing structure and facilities where the new structure will be located generally on the same site and will have substantially the same purpose, capacity, density, height, and dimensions as the structure replaced.
>
> Exemption Class 3: Construction and location of single, new, small facilities or structures and the alteration and modification of same and installation of new, small equipment and facilities and the alteration and modification of same [].
>
> Exemption Class 4: Minor alteration in the conditions of land, water, or vegetation.
>
> Exemption Class 5: Basic data collection, research, experimental management, and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource.
>
> Exemption Class 6: Construction or placement of minor structures accessory to existing facilities.

In accordance with the Board's action at its meeting of November 13, 2015, under Item C-6, the Chairperson or the Chairperson's authorized representative is authorized to declare the exemption.

RECOMMENDATIONS:

DOFAW recommends that the Board:

1. Authorize the Chairperson to negotiate, sign, execute, amend, terminate, and extend a Memorandum of Agreement between the Board of Land and Natural Resources and the Dole Food Company, Inc. for the establishment of a public access route to the 'Ewa Forest Reserve and Poamoho Trail, subject to approval by the Attorney General.

2. Approve the designation of the Dole Food Company, Inc. portion of the Access Road, authorized under the terms of the MOA, as under the jurisdiction of the Nā Ala Hele Program and Chapter 13-130, Hawai'i Administrative Rules.

Respectfully submitted,

Scott Fretz, Acting Administrator
Division of Forestry and Wildlife

APPROVED FOR SUBMITTAL:

SUZANNE D. CASE, Chairperson
Board of Land and Natural Resources

Attachments:

1. Draft Memorandum of Agreement

ATTACHMENT 1 – MOA, December 2015 Draft

LAND COURT SYSTEM	REGULAR SYSTEM

AFTER RECORDATION, **Return by Mail ( ) Pickup (X) Tax Map Key: (1) 6-4-004:001**
(1) 6-3-001:003

MEMORANDUM OF AGREEMENT
BETWEEN
DOLE FOOD COMPANY, INC.
AND THE
DEPARTMENT OF LAND AND NATURAL RESOURCES
DIVISION OF FORESTRY AND WILDLIFE
NĀ ALA HELE TRAIL AND ACCESS PROGRAM
FOR THE ESTABLISHMENT OF A PUBLIC ACCESS ROUTE TO THE 'EWA FOREST RESERVE
AND POAMOHO TRAIL

This Memorandum of Agreement (MOA) made and entered into on this _____day of_____, 2016, by and between Dole Food Company, Inc., a Delaware corporation, hereinafter referred to as "Dole" and the State of Hawai'i, by its Department of Land and Natural Resources, hereinafter referred to as "DLNR", Division of Forestry and Wildlife, Nā Ala Hele Trail and Access Program, hereinafter referred to as "NAH".

W I T N E S S E T H:

WHEREAS, pursuant to section 198D-2, Hawai'i Revised Statutes (HRS), NAH is charged with the responsibility of managing and regulating trails and accesses in the State and is also charged with the responsibility to plan, develop, acquire land or rights for public use of land, construct, and engage in coordination activities to implement the statewide trail and access program; and

WHEREAS, public access to forest lands for recreational use is provided for in section 198D-2, HRS, through the NAH; and

WHEREAS, pursuant to section 183-1.5, Hawai'i Revised Statutes ("HRS"), DLNR is charged with the responsibility of managing and regulating all forest reserves; and

WHEREAS, the 'Ewa Forest Reserve is under the management and authority of DLNR and is of significant importance for watershed management; scientific research; and public educational, recreational, and hunting activities;

WHEREAS, the Poamoho Trail is regulated and managed by the NAH Program and is located within the 'Ewa Forest Reserve, which is accessible via a main unpaved agricultural road (hereinafter referred to as "Access Road") that is partially in the Forest Reserve but that also traverses private land owned by Dole; and

WHEREAS, DLNR desires to have vehicular management access and public vehicular access to 'Ewa Forest Reserve, the Poamoho Trail, and ancillary public hunting areas through the use of this Access Road; and

WHEREAS, the Poamoho Trail is of critical importance for public recreation and public hunting of feral ungulates, which is essential for the management of the 'Ewa Forest Reserve watershed; and

WHEREAS, Dole has formally entered into the Ko'olau Mountains Watershed Partnership which includes DLNR, to collaborate on management of forested watershed in order to sustain water quality and supply for O'ahu; and

WHEREAS, Dole is the owner of certain real property centrally located within the Ko'olau mountain range on the Island of O'ahu, Tax Map Key Numbers (1) 6-4-004:001 and (1) 6-3-001:003, as shown on the map attached hereto as Exhibit "A", which property is referred to as the "Dole property"; and

WHEREAS, DLNR desires to develop, manage, and maintain a public access route to the 'Ewa Forest Reserve and Poamoho Trail via the Access Road that is located on Dole property, as shown on the map attached hereto as Exhibit "A"; and

WHEREAS, Dole recognizes and desires to further the public interest in providing and facilitating public access to the Poamoho Trail, recognizing also the necessity of effective management, maintenance, and control of public access through or near private agricultural lands in cultivation for the public health, safety, and welfare; and

WHEREAS, DLNR, through its Nā Ala Hele Trails and Access Program, may enter into agreements to defend and indemnify owners of private lands to establish public access over the Access Road as provided for in section 198D-7.5, HRS; and

WHEREAS, DLNR and Dole have a mutual interest in management, maintenance, and regulated control of the Access Road for both public and private use; and

WHEREAS, DLNR agrees to limit and monitor use of the Access Road by issuing a specific number of permits for the Access Road in the form of the Permit shown in Exhibit "B" attached hereto; and

WHEREAS, DLNR agrees to maintain, manage, and enforce against illegal activities and unpermitted use associated with public use of the Access Road; and

WHEREAS, DLNR shall conduct scheduled periodic inspections of the Access Road at DLNR's expense, but in coordination and cooperation with Dole, to assess surface conditions, monitor public access, and address any environmental or enforcement issues; and

NOW, THEREFORE, it is mutually agreed that both parties hereto shall adhere to the following duties and obligations:

DLNR shall:

1. Administer a permit and management plan for controlled public access along the Access Road. Administration shall include reasonable on-site policing to verify that trail users are in compliance with the permit and management plan. Public access will be allowed only on weekends, State holidays, and Federal holidays, and a limit of twenty permits per permitted day will be issued, subject to changes in the permit and management plan as may be mutually agreed to in writing by DLNR and Dole. The permit will describe allowable uses and highlight applicable Hawai'i Administrative Rules; will include a map depicting the Access Road and describing the permitted course of vehicular travel; and will also include DLNR Division of Conservation and Resources Enforcement ("DOCARE") contact information. DOCARE shall immediately inform Dole of any security concerns and DLNR's intended response. Permitted entrants shall be expressly prohibited by DLNR from stopping (unless in an emergency), hunting, or hiking on any Dole property, and use of Dole property shall be limited to transiting the portions of the Access Road indicated on Exhibit "A" attached hereto.

2. Maintain and manage a mutually approved gate at the entrance to the Access Road. The gate will have a combination lock system that will be changed by DLNR no less than once a week. Dole will use its own existing gates. DLNR will be solely responsible for removal of mud, dust, and debris tracked onto Helemano Road at or nearby the location of the combination lock gate, unless this debris is attributable to agricultural operations or the lessees, individuals, or agents of Dole.

3. Install and maintain signage along the Access Road to provide directions and inform users, as necessary, about access permit requirements, applicable rules, and potential hazards.

4. Remove all trash and debris resulting from the public use of the Access Road.

5 Provide all needed maintenance along the Access Road to provide safe public access suitable for four-wheel drive vehicles.

6. Maintain a fence to contain vehicular traffic along specific portions of the Access Road. The design of the fence shall be 42 inch hog-wire fence with steel T-posts in the configuration shown in Exhibit "C" attached hereto. Additional gates necessary for Dole operations along the public access portion of the Access Road, as reasonably determined by Dole, shall be paid for and installed by DLNR.

7. Reimburse each of the Indemnified Parties (as defined below) for costs associated with mitigation of any crop theft, vandalism, illegal dumping, or removal of abandoned vehicles on or nearby the Access Road that is reasonably attributable to the permitted public's access to Dole property by virtue of this Memorandum of Agreement. Dole shall provide documentation of the cost associated with responding to these issues. Costs greater than $10,000 per year shall be subject to appropriation. Such theft, vandalism, or dumping on or nearby the Access Road shall be presumed to be attributable to the acts of permittees or users (whether authorized or unauthorized) of the combination lock gate, absent reasonable evidence provided by DLNR that proves otherwise.

DOLE shall:

1. Allow the public to access the 'Ewa Forest Reserve and the Poamoho Trail via the Access Road on weekends, State holidays, and Federal holidays up to a maximum of twenty permits per permitted day, subject to changes in the permit and management plan as may be mutually agreed to in writing by Dole and DLNR. Access will be strictly for thoroughfare to access portions of the State owned 'Ewa Forest Reserve, ancillary Public Hunting Area, and the Poamoho Trail.

2. Advise DLNR within 48 hours whenever its management or personnel responsible for overseeing related Dole property are actually aware of unsafe conditions or hazards, as a result of being encountered or reported to Dole by the public or Dole representatives.

3. Have the ability to close the Access Road with 48 hours notice (or shorter, if due to exigent circumstances as reasonably determined by Dole) for a specific period of time due to agricultural or other related uses that would conflict with or jeopardize public access.

4. Notify DLNR within 48 hours upon discovering any Dole property damaged, stolen, or vandalized on the Access Road, including but not limited to signs and equipment. Dole shall provide documentation relating to the actual cost of the loss incurred and the cost associated with responding to these issues.

5. Allow passage of emergency vehicles and equipment necessary for wildfire suppression, search and rescue, and other management-related access. This includes the passage of State or County vehicles and/or equipment involved in active management of, or enforcement of rules within, the 'Ewa Forest Reserve and on the Poamoho Trail.

6. Allow DLNR to place mutually approved signage on the Dole property adjacent to the Access Road.

7. Allow DLNR to close access to the public along the Access Road upon DLNR assessment that the Access Road conditions are too hazardous or dangerous for continued public access or for any other reason as determined by DLNR, provided, however, that access by Dole, its lessees, and its invitees shall not be impeded.

8. Provide DLNR with a contact list of all lessees and other individuals and agents associated with Dole operations that require habitual and frequent use of the Access Road, and insure that these lessees, individuals, and agents are aware of this MOA and the terms herein.

DLNR and DOLE shall jointly:

Collaborate, as necessary, on determining the potential improvements to and maintenance of the Access Road to ensure the safety of the users, a standard suitable for public four-wheel drive vehicles, and Dole's interest in preserving the agricultural uses of the Dole property. Notwithstanding the foregoing collaboration, DLNR shall be ultimately responsible for implementing all measures necessary to ensure safety for the public's use of the Access Road as described herein.

INDEMNIFICATION

DLNR shall fully defend and indemnify Dole, its affiliates, and their respective heirs, executors, administrators, representatives, successors, trustees, guardians, assigns, lessees, officers,

directors, stockholders, employees, agents, and partners ("Indemnified Parties"), against any losses, demands, claims, fines, penalties, expenses, damages, and costs (including reasonable attorneys' fees), sustained by or made against Indemnified Parties from or arising out of the public's use of the Access Road pursuant to this Memorandum of Agreement, to the extent allowed and provided by the law and Chapter 198D, as amended, and subject to the provisions of said chapter of the Hawai'i Revised Statutes. The provisions of this paragraph shall survive termination of this Memorandum of Agreement but shall be effective only for losses, demands, claims, fines, penalties, expenses, damages, and costs that arise during, or that are attributable to occurrences during, the period in which this Memorandum of Agreement is or was in effect.

NONSUBSTANTIVE AMENDMENTS AND AMENDMENTS FOR MANAGEMENT EFFICIENCIES

Nonsubstantive amendments or amendments for management efficiencies may be made by mutual agreement of the parties and be executed by a written supplement approved by the DLNR Chairperson and Dole and attached hereto.

TERM AND TERMINATION CLAUSES

1. **Term.** The term of this MOA shall be ten (10) years, subject to (a) early termination as provided herein, and (b) extension on terms and conditions as are mutually agreeable to the parties in their sole discretion.

2. **Termination**. This MOA may be terminated prior to the expiration of the term then in effect by either party, for any reason, upon receipt of ninety (90) days written notification. Dole desires to further the public interest in providing and facilitating public access to the Poamoho Trail during the term, recognizing also the necessity of effective management, maintenance, and control of public access through or near private agricultural lands in cultivation for the public health, safety, and welfare, and the potential for changes in circumstances; accordingly, it is Dole's intent to exercise such early termination right only for just cause, including, without limitation, (a) vandalism, theft, destruction of property, or other unreasonable burdens on Dole resulting from this MOA which DLNR has failed to adequately cure or address in a reasonable and timely manner; (b) changes in circumstances which cause this MOA to interfere with or adversely impact Dole's operations or use of its property, and (c) sale of any part of the Access Road to an independent third party. The Department shall have the right, for a period of twelve (12) months upon termination of this Memorandum of Agreement, to remove fences, signs and other improvements established pursuant to this Memorandum of Agreement, except as may be necessary or advisable for health and safety reasons, and thereafter, all such fences, signs, and improvements remaining on the Dole property shall be deemed abandoned, and may be removed and disposed of by Dole, in its discretion, the reasonable costs of which shall be borne by DLNR and reimbursed on demand.

IN WITNESS WHEREOF, Dole, and the State of Hawai'i, Department of Land and Natural Resources have executed this Memorandum of Agreement as of the date first above written.

DOLE FOOD COMPANY, INC.,
a Delaware corporation

By_____

Title_____

By_____

Title_____

STATE OF HAWAI'I, DEPARTMENT OF LAND AND NATURAL RESOURCES

By_____
Chairperson

APPROVED AS TO FORM:

_____
Deputy Attorney General

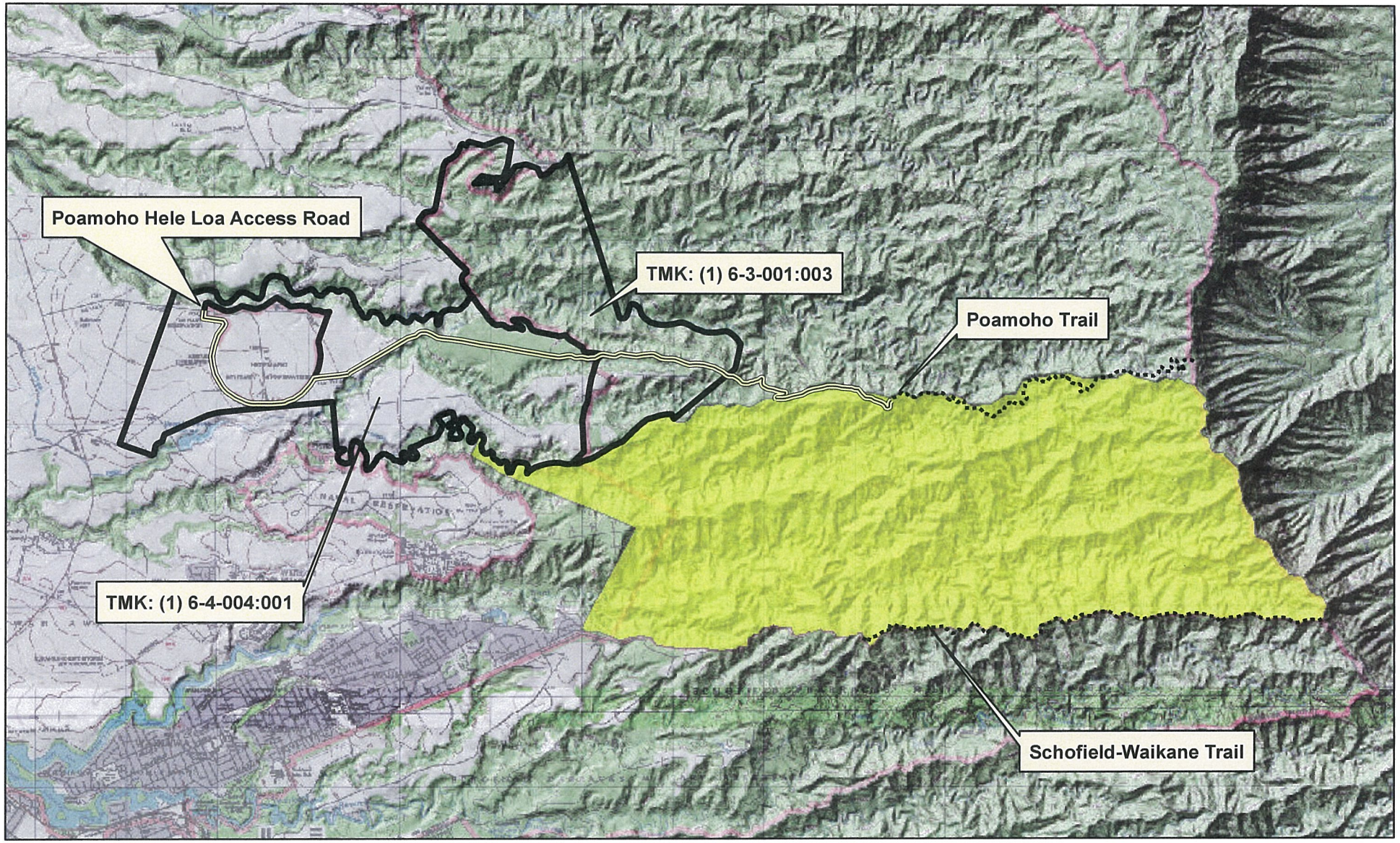


Exhibit "A"
1:53,000

Legand

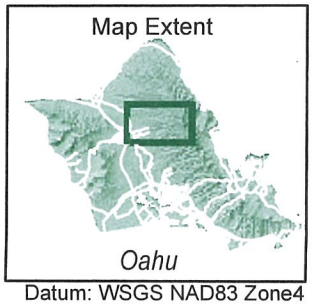
- Access Road
- Trails
- Dole Property
- Ewa Forest Reserve (Poamoho Sec.)

N

0 0.5 1 2 Miles

0 0.5 1 2 Kilometers

HAWAII STATEWIDE GIS PROGRAM



Datum: WSGS NAD83 Zone4
12/1/2015

THIS PERMIT IS NOT TRANSFERRABLE

State of Hawaii
Department of Land and Natural Resources
Division of Forestry and Wildlife - Oahu
2135 Makiki Heights Drive
Honolulu, Hawaii 96822

Permit: 11787

Issuing Office

☐ Admin

☐ Makiki

☑ Poamoho Access and Trail

PERMIT FOR RECREATIONAL ACTIVITIES AT EWA FOREST RESERVE VALID ON WEEKENDS AND STATE AND FEDERAL HOLIDAYS ONLY

THIS PERMIT IS ISSUED TO:

First Name Last Name

Telephone number

Street Address You may not use PO Box as address.

City State Zip Code

You may take only 1 vehicle. The License plate number listed on this permit is the only one that will be granted entry. Changes in vehicles taken will requires a new permit.

This permit is valid between:

Start Date

End Date

This permit authorizes you to

☐ Hike ☐ Hunting

and take a maximum of ☐ (max 5) along the Access Road. All people covered by this permit should be prepared to show picture ID upon entering.

DRAFT EXHIBIT B

Not "USED"

Combinations changed weekly!

PRESERVE PUBLIC ACCESS ALONG THIS PRIVATE ROAD TO THE EWA FOREST RESERVE BY REPORTING ANY UNAUTHORIZED ACTIVITIES SUCH AS VANDALISM, DUMPING, THEFT, OFF-ROAD VEHICULAR ACTIVITY. TO REPORT INCIDENTS ALONG THE ACCESS ROAD PLEASE CALL 587-0077 (Division of Conservation and Resource Enforcement). To Report Road or Trail Damage: 973-9782

PUBLIC ACCESS IS SUBJECT TO AN AGREEMENT WITH THE PRIVATE LANDOWNER FAILURE TO COMPLY WITH THE CONDITIONS OF THIS PERMIT MAY RESULT IN THE CLOSURE OF THE ACCESS ROAD TO THE EWA FOREST RESERVE.

Permit Conditions:

1. All vehicles must be street legal with current registration, safety check, and vehicle insurance. You may be asked to show these documents at the gate prior to entry. Vehicles must be 4-wheel drive. For safety reasons motorcycles will not be allowed access at this time.

2. Vehicles will access the Ewa Forest Reserve via established access road only (see map on back of permit). Follow yellow arrow signs to get to trailhead. Speed limit WILL NOT exceed 15 mph.

3. No recreational 4-wheeling or dirt/motocross biking on access road at any time.

4. Absolutely no open/ground FIRES. (S13-130-24)

5. The use of Firearms, Explosives, and Weapons are prohibited along access road, surrounding property, trails, or safety zones.

6. Firearms used for hunting will be secured until reaching the forest reserve

7. No littering/dumping vandalizing or removal or vandalism of signs, gates, fence, fruit or facilities. (S-13-130-20/21)

8. Possession or consumption of any drugs and/or alcohol is prohibited.

9. All animals will be crated, caged, or leashed unless engaged in hunting off road or trail.

10. The access road is for transportation to the Ewa Forest Reserve only. No other activity whatsoever is allowed on the access road or the adjacent surrounding property. No loitering, stopping or parking on or along the access road except in an emergency. See attached MAP.

I have read and agree to abide with the provisions of this permit and understand the Penalties under Hawaii Administrative Rules 13-130-36 thru 13-130- 42 and 13-130-49. And I have read and agree to abide with the above Provisions, Terms and Conditions of this permit.

Signature

Approved by:

Date Approved:

Date Mailed

I understand that this permit becomes valid only upon acceptance of the terms and conditions of this permit as indicated above by my signature. Failure to sign this permit renders it null and void.

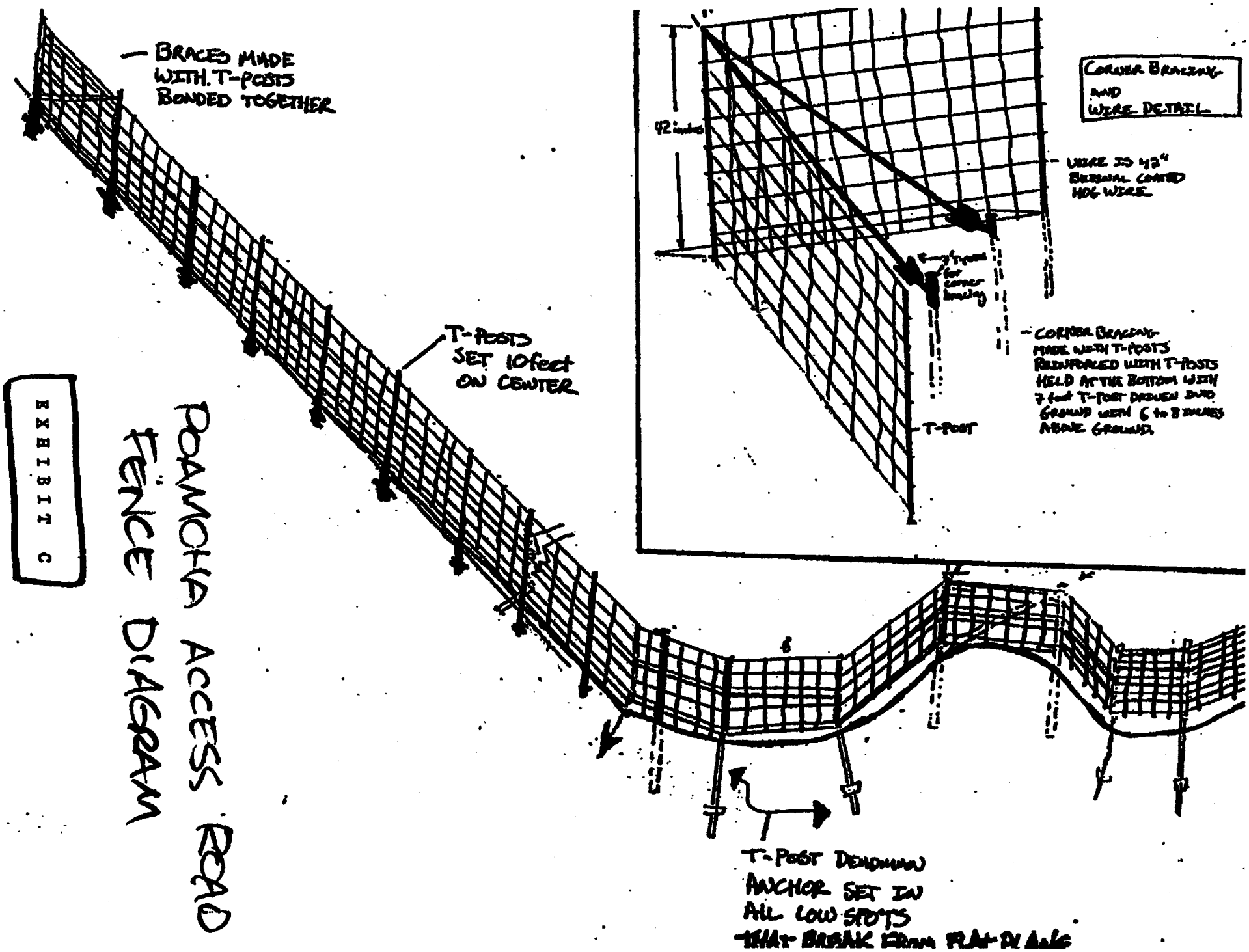


EXHIBIT C

POAMOHA ACCESS ROAD
FENCE DIAGRAM