

STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
Division of Forestry and Wildlife  
Honolulu, Hawaii 96813

February 27, 2015

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

Land Board Members:

**SUBJECT:** REQUEST APPROVAL FOR A THREE YEAR LEASE EXTENSION OF THE COOPERATIVE GAME DEVELOPMENT AND MANAGEMENT AGREEMENT BETWEEN LANAI RESORTS LLC., DBA PULAMA LANAI, AND THE DEPARTMENT OF LAND AND NATURAL RESOURCES, FOR THE PURPOSE OF MAINTAINING AND MANAGING PUBLIC HUNTING AREAS AND APPROVAL TO EXTEND BY MUTUAL AGREEMENT OF THE PARTIES.

APPLICANT AND REQUEST:

Lanai Resorts, LLC., DBA Pulama Lanai, and the Department of Land and Natural Resources request approval to extend the previous lease agreement for three (3) years to expire on February 13, 2018

STATUTE:

Section 171-36(b), Hawaii Revised Statutes

LOCATION:

Cooperative Game Management Area on the island of Lanai, Hawaii.

AREA:

Approximately 30,000 acres

RENTAL:

\$35,000 annually

TERMS OF EXTENSION:

March 1, 2015 to February 28, 2018

PURPOSE:

Mutual agreement to continue the management of said areas for the maintenance, management and operation of public hunting areas and game reserves.

REMARKS:

Lanai Resorts LLC., DBA Pulama Lanai, and the Department of Land Natural Resources are parties to the Cooperative Game Development Agreement dated March 1, 1992 (Attachment 1). Under the agreement, the department manages certain lands on Lanai for the purpose of providing opportunities for public hunting. The agreement was amended in August 2002 to modify certain terms of the agreement and to extend the term of the agreement to February 28, 2012 (Attachment 2). The agreement was amended in February of 2012 and extended for three (3) additional years to February 28, 2015 (Attachment 3). Since that time, pursuant to the agreement, the leased area has been used for the purposes for which it is leased. There are no outstanding rental reopening issues.

HRS CHAPTER 343:

In accordance with the requirements of Chapter 343, HRS, Hawaii Administrative Rule Section 11-200-8(6), the Exemption List for the Division of Forestry and Wildlife, Department of Land and Natural Resources, as reviewed and concurred upon by the Environmental Council on July 18, 2011, the subject project is exempt from the preparation of an environmental assessment pursuant to the following exemption classes:

From the DOFAW Exemption List:

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."

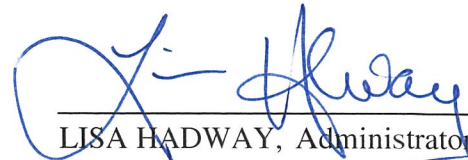
Refer to Attachment 4: Declaration of Exemption

RECOMMENDATION:

That the Board:

1. Declare that, after considering the potential effects of the proposed project as provided by Chapter 343, HRS, and Chapter 11-200, HAR, this project will have minimal or no significant effect on the environment and is therefore exempt from the preparation of an environmental assessment (Attachment 4).
2. Delegate authority to the Chairperson to sign the Amendment to the Cooperative Game Development and Management Agreement (Attachment 5) and to extend the agreement by mutual agreement of the parties.

Respectfully submitted,

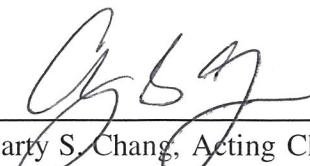


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LISA HADWAY, Administrator  
Division of Forestry and Wildlife

Attachments

APPROVED FOR SUBMITTAL:



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Carty S. Chang, Acting Chairperson  
Board of Land and Natural Resources

COOPERATIVE GAME DEVELOPMENT AND MANAGEMENT AGREEMENT

BETWEEN

DOLE FOOD COMPANY, INC.

AND THE

STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES

THIS AGREEMENT entered into this 1st day of March, 1992, to be effective on March 1, 1992, between DOLE FOOD COMPANY, INC., a Hawaii corporation, hereinafter called the "Cooperator", and STATE OF HAWAII, by its Board of the Department of Land and Natural Resources, hereinafter called the "Board";

WHEREAS, the parties to this Agreement are desirous of entering into a new cooperative agreement the original of which was entered into on June 23, 1961, granting the Board the right of control over certain portions of its lands on the Island of Lanai, County of Maui, State of Hawaii, for the purposes hereinafter stated; and

WHEREAS, under the provisions of Section 183D-4, Hawaii Revised Statutes, the Board may enter into agreements for such purposes.

NOW THEREFORE, in consideration of the terms and conditions hereinafter set forth, the parties agree to enter into this Cooperative Game Development and Management Agreement for a period of ten (10) years commencing March 1, 1992 and terminating on February 28, 2002, to and upon all that certain tract of land, being a portion of the Island of Lanai, District of Lahaina, County of Maui, State of Hawaii, and described as Cooperative Game Management Area ("CGMA") described in Exhibit I-E and shown on the map (Exhibit I) attached hereto and made a part hereof, for the purposes of preserving, protecting, conserving, and propagating game birds and mammals (e.g. axis deer and ruffed grouse), and the maintenance, management, and operation of such public hunting areas and game reserves for the aforesaid purposes as may be mutually agreed to.

IT IS MUTUALLY AGREED:

(1) The Board shall pay to Cooperator an annual fee of THIRTY THOUSAND DOLLARS (\$30,000) or in event of withdrawal of this Agreement, a prorated TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) monthly fee, as a reimbursement for a portion of the costs that Cooperator annually expends to foster the cooperative program including the restoration of vegetation and prevention of erosion due to animal damage on the Island of Lanai, which shall be reported by the Cooperator by October 15 of the following fiscal year conditional on the availability of funds pursuant to paragraph 16.

(2) The Board will install management practices and facilities and provide personnel to obtain a population of game birds and mammals on such areas where game populations may be benefitted and where the environment will sustain regeneration of the vegetation and minimize the threat to endangered species.

(3) The Board will print and issue maps of the entire Island of Lanai and show thereon the location of areas within the CGMA closed to hunting from time to time and the boundaries of the CGMA and the portion of the Island excluded from this Agreement, hereinafter called "Excluded Area", and such other information which is mutually agreed to by the Board and the Cooperator.

(4) By October 15 of each year of this Agreement, the Board will submit to the Cooperator a plan for the management and hunting of wildlife on Lanai including plans for the development and maintenance of wildlife watering units, hunter access roads and trails, informational and boundary signs, and development and maintenance projects, plans for animal management and control within the Cooperative and Excluded Areas, proposed hunting periods, administrative rules and plans for the management of the hunt. In addition, proposed hunting dates, time, boundaries of the areas within the CGMA closed to hunting, bag limits as well as the assignment of supervisory personnel, the established hunter density by hunting day, and such other plans as are necessary for the safe and orderly conduct of the hunting season shall be included. Such plans shall be subject to the approval of the

Cooperator prior to opening of subsequent hunting seasons.

(5) Representatives of the Board and the Cooperator shall meet at a mutually acceptable date and time within 18 days of the Cooperator's receipt of the aforementioned plan for the purpose of: (a) review the previous year's management experience, (b) review and discussion of the current year's plan for management and hunting, and (c) discussion of management plans for the coming year. In the event the management plan is not approved by the Cooperator and the parties cannot agree on a mutually acceptable plan by November 1 of each year, which date may be extended by mutual agreement of the parties, this Agreement may be terminated by either party upon sixty (60) days' prior written notice.

(6) The Board, or its duly authorized representatives will supervise and enforce all administrative rules adopted under applicable laws of the State on lands on Lanai and shall, upon request of the Cooperator, assist the Cooperator in the enforcement of the administrative rules and in carrying out the management programs of Cooperator on the Excluded Areas.

(7) The Board shall require each person entering the area covered by this Agreement for the purpose of hunting to sign a waiver and Indemnification Agreement if he is 18 years of age or older, or if he is below 18 years, he must have his parent or guardian sign the waiver. The waiver and indemnification form is attached hereto as Exhibit A and may be revised by agreement of the parties in writing.

(8) The Board and its duly authorized representatives shall have the right of entry upon all the said lands at all times for the purposes of carrying out management programs and the enforcement of the administrative rules.

(9) The Board shall erect such signs approved by the Cooperator, except in emergencies where signs may be installed provided that such signs are thereafter presented to Cooperator for review and approval as are necessary for the safe and orderly conduct of hunting seasons.

(10) The Board shall have the right to hunt or trap game in the CGMA or to grant permits for purposes hereinafter set forth to responsible persons. Permits issued by the State pursuant to this paragraph shall be subject to the prior approval of the Cooperator. Upon request of the Cooperator, the Board shall assist the Cooperator to remove game from areas, including the Excluded Area, where such game animals are causing damage to agricultural crops.

(11) The Board and Cooperator, through their representative, by mutual agreement shall have the right to remove surplus game from the CGMA and Excluded Area for the purpose of stocking areas where there is a deficiency of game of that species.

(12) The Board may, with the prior written approval of the Cooperator given at the Cooperator's sole discretion, introduce new species of game to the CGMA.

(13) Only persons holding valid State of Hawaii hunting licenses shall be permitted to hunt on the CGMA. Access to the CGMA for the purposes pursuant to this Agreement shall be permitted and Cooperator reserves the right to designate access roads through Cooperator's land to the CGMA from time to time. Such hunting shall be in accordance with conditions established between the Board and the Cooperator and Administrative rules consented to by the Cooperator in accordance with Paragraph (4) and adopted by the Board.

(14) Notwithstanding anything herein to the contrary, this Agreement or trespass regulations governing hunting shall not be construed to prohibit entry of employees or other authorized persons of the Cooperator or its affiliated companies upon the CGMA for purposes authorized by the Cooperator excluding hunting except damage control shooting under permits granted by the Board. The Cooperator reserves the right to use the CGMA for any purpose not inconsistent with the rights granted the Board herein excluding hunting with the exception of damage control shooting under permits granted by the Board.

(15) The Cooperator, may at its sole option at any time and from time to time add Excluded Areas for designated periods agreeable to the Board or withdraw from operation of this Agreement all or any portion of the "Cooperative Area" upon sixty (60) days' prior notice in writing to the Board which shall have the right, for a period of twelve (12) months from the effective date of withdrawal, and upon the termination of this Agreement, to remove wire fences, signs, watering units, or other permanent improvements established on the CGMA pursuant to this Agreement.

(16) The obligations of the Board, as set forth above, are subject to the availability of funds and Federal Aid reimbursement.

(17) The terms and conditions set forth herein are also subject to conformance with applicable State laws and administrative rules adopted by the Department of Land and Natural Resources.

(18) By mutual written agreement of the Board and the Cooperator, this Agreement may be extended, amended, or renewed (by writing) at any time prior to the expiration date.

(19) All prior agreements regarding hunting on Lanai are canceled and of no further force and effect.

IN WITNESS WHEREOF, DOLE FOOD COMPANY, INC., the Cooperator herein, has caused its corporate name to be signed by its proper officers thereto this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, and the STATE OF HAWAII, by its Board of Land and Natural Resources, has caused the seal of the Department of Land and Natural Resources, to be hereunto affixed and these presents to be duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, both effective as of the day and year first above written.



STATE OF HAWAII

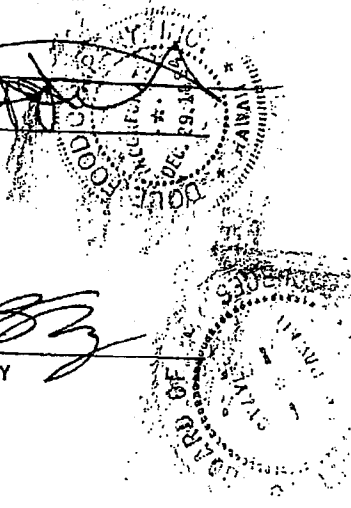
By [Signature]  
Chairman and Member  
Board of Land and Natural  
Resources

By [Signature]  
Member  
Board of Land and Natural  
Resources

DOLE FOOD COMPANY, INC.

By [Signature]  
Its VICE PRESIDENT

By [Signature]  
Its ASST. SECRETARY



APPROVED AS TO FORM:

[Signature]  
Deputy Attorney General

Dated: February 13, 1997

AMENDMENT OF AGREEMENT

THIS AMENDMENT OF AGREEMENT (this "Amendment"), dated as of August 1, 2002, but effective as March 1, 2002, by and between CASTLE & COOKE, INC. ("Cooperator") and, STATE OF HAWAII, by its Board of the Department of Land and Natural Resources ("Board"),

WITNESSETH:

WHEREAS, Cooperator and Board are parties to that certain unrecorded Cooperative Game Development and Management Agreement, dated March 1, 1992, pursuant to which Board controls portions of Cooperator's lands, being the Cooperative Game Management Area ("CGMA"), as described in Exhibit 1-E thereof, for the purpose of preserving, protecting, conserving and propagating game birds and mammals (e.g., axis deer and mouflon sheep) and the maintenance, management and operation of public hunting areas and game reserves; and

WHEREAS, by Amendment of Agreement, dated May 21, 2001, Castle & Cooke, Inc. was named the successor of Dole Food Company, Inc. as the Cooperator under the Agreement, payments due to the Cooperator under the March 1, 1992 Agreement were designated to be made payable to Castle & Cooke Resorts, LLC, a previously excluded 300 foot strip along Guard Road within Unit 1 of the CGMA was included in the March 1, 1992 Agreement, and Exhibit 1-E and Exhibit I were replaced by a new Exhibit 1-E and Exhibit I (the March 1, 1992 Agreement and the May 21, 2001 Amendment of Agreement are hereafter collectively referred to as the "Agreement"); and

WHEREAS, Cooperator and Board desire to renew the Agreement for an additional 10-year term, add additional lands to the Agreement, and amend the terms of the Agreement on the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of premises, the mutual covenants and conditions hereinafter set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. Amendments. The Agreement is amended as follows (collectively called the "Amendments"):

(a) **Renewal of Term.** The Agreement is hereby renewed and extended for a period of ten (10) years beginning March 1, 2002 and ending February 28, 2012.

(b) **Modifications to CGMA.**

(i) Exhibits I-E and I shall be amended such that portions of pineapple fields, including but not limited to field numbers 5525, 5307, 5309, 5327 and 5315, encompassing approximately 795.6 acres and as depicted as Unit 3 on Exhibit I, be added to the CGMA and the eastern border of Unit 3 shall be defined by the currently existing cattle ranch operation's lower boundary fence that is adjacent to Road No. 57; provided that the only types of hunting that the Board shall allow on this additional acreage will be game bird hunting, wherein only shotguns may be utilized, and "archery only" hunts for any mammal hunting.

(ii) Exhibits I-E and I shall be amended to delete the exclusion described in Exhibit I-E as "Five hundred feet (500') from the shoreline between Federation Camp on the northeast shore to Kaena Point on the northwest shore" such that the northern boundary of the CGMA between Kaena point and the intercept of Keomuku public road and the shoreline shall be the shoreline; provided that three hundred feet (300') from the shoreline between Kaena Point to the intercept of Keomuku public road and the shoreline shall be a "Safety Zone", in which hunting shall be prohibited, and shall be so marked on Exhibit I to the Agreement.

(iii) Fifty feet (50') on each side of Polihua Road shall be a "Safety Zone", in which hunting shall be prohibited, and shall be so marked on Exhibit I to the Agreement.

(iv) Exhibit I-E and Exhibit I attached to the Agreement is hereby deleted and replaced by Exhibit I-E and Exhibit I attached hereto.

(c) Nonsubstantive Amendments A new item regarding processing of nonsubstantive amendments to the agreement is hereby added to the Agreement to read:

"(19) The Board authorizes the Chairperson to approve on its behalf nonsubstantive changes in the Agreement."

(d) Nondiscrimination. A new item regarding nondiscrimination is hereby added to the Agreement to read

"(20) It is expressly understood and agreed by the Cooperator and the Board that they are subject to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972; and offer all persons the opportunity to participate in public programs regardless of race, color, national origin, age, sex or disability. The Cooperator and the Board agree that no individual will be turned away from, otherwise denied access to, or benefit from any program it sponsors that is directly associated with a program of the Cooperator or Board on the basis of race, color, national origin, age, sex or disability. A violation of this assurance may become reason to nullify this Agreement.

"If compliance with this paragraph requires improvements and/or structural changes or additions in or to the CGMA, the Board shall be responsible for the cost and completion of such improvements and/or structural changes or additions, provided that the Board shall obtain the Cooperator's prior written consent before commencing any such improvements and/or structural changes or additions."

(e) Annual Fee. Paragraph 1 of the Agreement is amended as follows to reflect an increase in the annual fee from \$30,000 to \$35,000 and clarify an existing reporting requirement (new language in italics):

(1) The Board shall pay to Cooperator an annual fee of THIRTY FIVE THOUSAND (\$35,000) or in the event of withdrawal from this Agreement, a prorated TWO THOUSAND NINE HUNDRED SIXTEEN AND 67/100 (2,916.67) monthly fee, conditional on the availability of funds pursuant to paragraph 16. *The Board shall report to the Cooperator by October 15 of each fiscal year the amount expended by the Board in the previous fiscal year to foster the cooperative program including restoration of vegetation and prevention of erosion due to animal damage on the Island of Landi.*

(f) Critical Habitat Areas. A new item regarding Critical Habitat Areas within the CGMA is hereby added to the Agreement by amending paragraph 2 of the Agreement as follows (new language in italics):

(2) The Board will install management practices and facilities and provide personnel to obtain a population of game birds and mammals on such areas where game populations may be benefited and where the environment will sustain regeneration of

the vegetation and minimize the threat to endangered species. The Board acknowledges that it will be the Board's responsibility to determine whether and the extent to which (a) the Board must consult with United States Fish and Wildlife Service and (b) the Board's management practices and facilities must comply with and/or recognize the United States Fish and Wildlife Service's proposed rules, as published in the Federal Register on March 4, 2002 (67 FR 9806), and/or any final rule, to designate critical habitat areas for species of endangered or threatened plants from the island of Lanai and within the CGMA.

(g) Road Maintenance. A new item regarding the maintenance of roads within the CGMA is hereby added to the Agreement by amending paragraph 9 of the Agreement as follows (new language in italics):

*"(9) The Cooperator shall maintain the dirt road known as Polihua Road within the CGMA as a dirt road safe for vehicular access. The Board shall maintain the dirt roads known as Federation Camp, Awalua and Lapaiki Roads and all other roads within the CGMA as dirt roads safe for vehicular access. The Board shall also erect such signs approved by the Cooperator, except in emergencies where signs may be installed provided that such signs are thereafter presented to Cooperator for review and approval as are necessary for the safe and orderly conduct of hunting seasons.*

(h) Film Crews. A new item regarding the use of the CGMA by film crews authorized by the Cooperator is hereby added to the Agreement by amending paragraph 14 of the Agreement as follows (new language in italics):

*"(14) Notwithstanding anything to the contrary, this Agreement or trespass regulations governing hunting shall not be construed to prohibit entry of employees or other authorized persons of the Cooperator or its affiliated companies upon the CGMA for purposes authorized by the Cooperator excluding hunting except damage control shooting under permits granted by the Board. The Cooperator reserves the right to use the CGMA for any purpose not inconsistent with the rights granted the Board herein excluding hunting with the exception of damage control shooting under permits granted by the Board. Without limiting the Cooperator's rights stated in this paragraph (14), the Cooperator and the Chairperson of the Board shall agree to protocols for the use of the CGMA by film crews authorized by the Cooperator during the Board's publicly announced hunting season. Upon compliance*

*with such protocols, such film crews may proceed with entry into and filming within the CGMA without further notice to the Board.*

(1) All provisions of the Agreement are amended in conformity with the foregoing amendments.

(2) Effectiveness and Limitations. The Agreement shall be deemed amended in accordance with the Amendments with same force and effect as if the Amendments had originally been set forth in the Agreement. The Amendments shall be limited precisely as written and shall not otherwise be deemed to constitute a consent to any waiver or modification of any other terms or provisions of the Agreement. Except as otherwise amended by the Amendments, all provisions of the Agreement are ratified, confirmed and shall remain in full force and effect.

(3) Miscellaneous.

(a) The paragraph headings of the various provisions of this Agreement are for convenience of reference only and shall in no manner affect the meaning or interpretation of any of the provisions hereof.

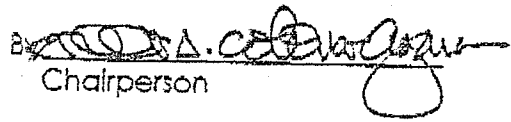
(b) This Amendment may be executed in counterparts, each of which shall constitute an original hereof, but all of which shall constitute but one and the same instrument.

(c) This Amendment shall be governed by and construed in accordance with the laws of the State of Hawaii.

IN WITNESS WHEREOF, the Cooperator and Board have duly executed this Amendment as of the date first above written.

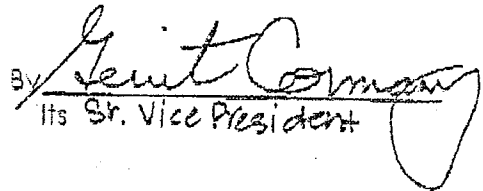
Board:

STATE OF HAWAII

By   
Chairperson

Cooperator:

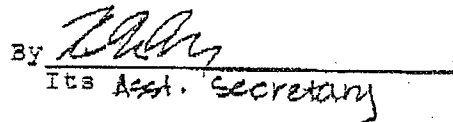
CASTLE & COOKE, INC.

By   
Its Sr. Vice President

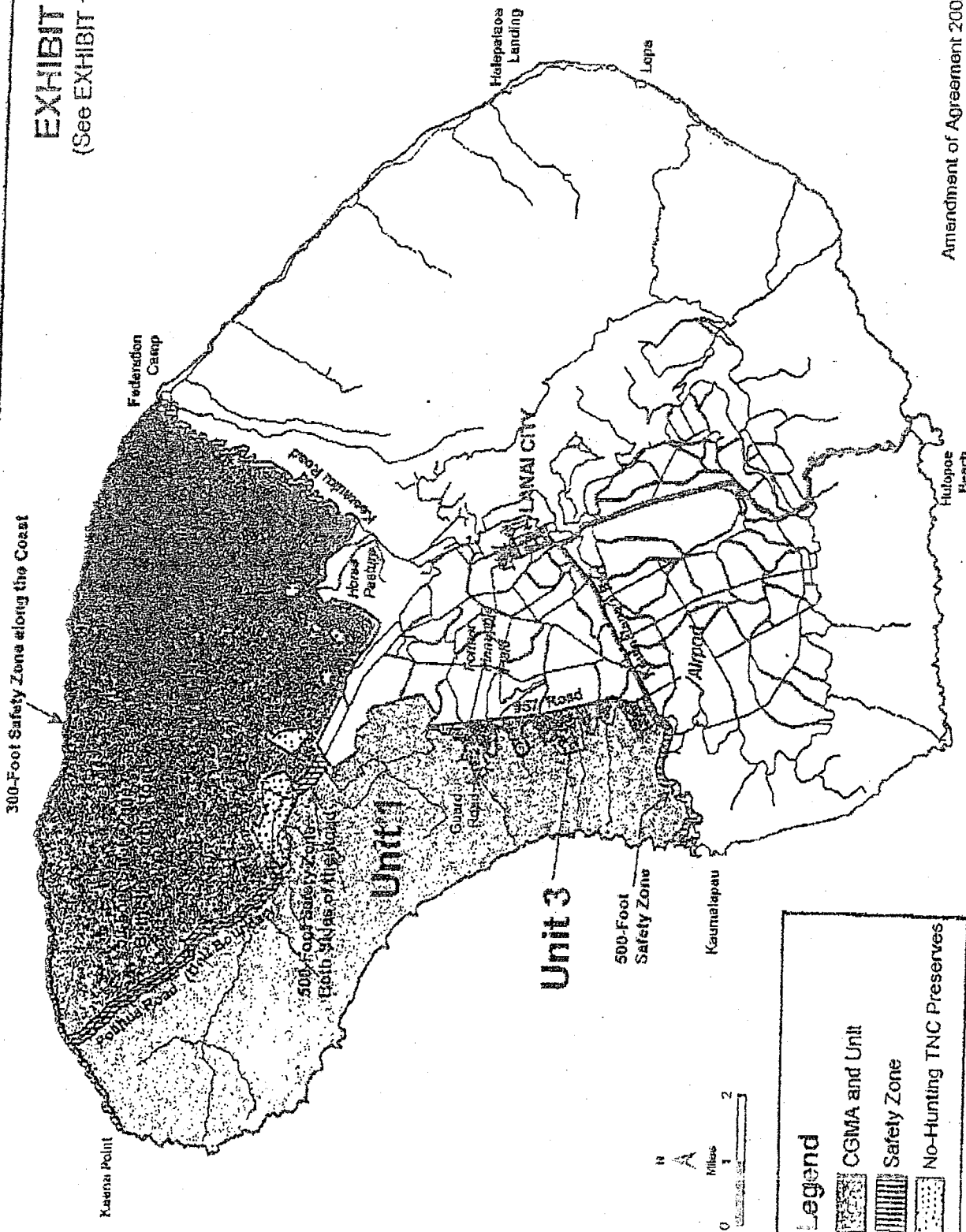
APPROVED AS TO FORM:

  
Deputy Attorney General

Dated: 6/25/02

By   
Its Asst. Secretary

# EXHIBIT 1 (See EXHIBIT 1-E)



Amendment of Agreement 2002  
 State of Hawaii, DLNR, DOFAW  
 Map No. FW-027B (Revised 05/2002)

**Legend**




-  CGMA and Unit
-  Safety Zone
-  No-Hunting TNC Preserves



EXHIBIT 1-E

DESCRIPTION OF GAME MANAGEMENT AREA "CGMA"

The CGMA is the area on the northwest portion of the Island of Lanai with the southern boundary extending from the western shore off of the Kaumalapau public road and following an easterly direction along said road to the lower boundary fence of the cattle operation; continuing in a northerly direction along this fence line to its intercept with the Guard Road at Honopu Gulch. Thereafter, the boundary of the CGMA shall follow makai of, and along the Guard Road northward to the intercept with the Northend Road, and continue along Keoneheehee to the fence of the Horse Pasture, along said fence to the intercept with Koele-Keomuku public road, and following said road to the northeast shore of Lanai. The following areas are excluded from the CGMA:

- (1) The Kanepuu Easement Area as shown on Exhibit B.

AMENDMENT TO COOPERATIVE GAME  
DEVELOPMENT AND MANAGEMENT AGREEMENT

THIS AMENDMENT TO COOPERATIVE GAME DEVELOPMENT AND MANAGEMENT AGREEMENT ("Amendment") is dated as of February 29, 2012, but effective as of February 29, 2012, by and between CASTLE & COOKE, INC. ("Cooperator") and STATE OF HAWAII, by its Board of Land and Natural Resources ("Board").

WHEREAS, Cooperator and Board are parties to that certain unrecorded Cooperative Game Development and Management Agreement, dated March 1, 1992, setting forth the terms and conditions upon which the State conducts game management on Cooperator's lands identified in said agreement as the "Cooperative Game Management Area" described therein, for the purpose of preserving, protecting, conserving and propagating game birds and mammals (e.g. axis deer and mouflon sheep) and maintaining managing and operating public hunting areas and game reserves;

WHEREAS, by Amendment of Agreement dated May 21, 2001, Castle & Cooke, Inc. was named the successor of Dole Food Company, Inc. as the Cooperator under the Agreement; payments due to the Cooperator under the March 1, 1992 Agreement were designated to be made payable to Castle & Cooke Resorts, LLC; a previously excluded 300 foot strip along Guard Road within Unit 1 of the Cooperative Game Management Area was included in the Agreement; and Exhibit 1-E and Exhibit I were replaced by a new Exhibit I-E and I;

WHEREAS, by Amendment of Agreement dated as of August 1, 2002, but effective as of March 1, 2002, Cooperator and the Board agreed to extend the term of the Cooperative Game Development and Management Agreement to February 28, 2012; add approximately 795.6 acres and delete an exclusion of five hundred feet from the shoreline between Federation Camp to Kaena Point; replace Exhibits I-E and Exhibit I with a new Exhibit I-E and Exhibit I; increase the annual fee to \$35,000; clarify that the Board's management practices must comply with the United States Fish and Wildlife Service (USFWS) and that it is the Board's responsibility to determine whether and to what extent the Board must consult with the (USFWS); and require the Board to maintain Polihua Road, Federation Camp Road, Awalua Road, and Lapaiki Road within the Cooperative Game Management Area for vehicular access (the March 1, 1992 Agreement, May 21, 2001 Amendment of Agreement, and August 1, 2002 Amendment of Agreement are hereinafter collectively referred to as the "Agreement"); and

WHEREAS, Cooperator and Board desire to renew the Agreement for an additional three-year term, and amend the terms of the Agreement on the terms and conditions set forth below.

NOW THEREFORE, for and in consideration of the premises and the mutual covenants of the parties, IT IS HEREBY AGREED AS FOLLOWS:

1. Capitalized Terms. Capitalized terms used in this Amendment and not otherwise defined

herein shall have the respective meaning assigned thereto in the Agreement.

2. Extension of Term. The term of the Agreement is hereby renewed and extended for a period ending February 28, 2015, subject to further extension by mutual agreement of the parties.

3. General. All terms and conditions of the Agreement are amended in conformity with the foregoing extension of the term. Except as amended by the terms of this Amendment, all other terms of the Agreement are confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, Castle & Cooke and State have executed this Amendment effective as of the date first above written.

APPROVED AS TO FORM:

Board:

STATE OF HAWAII

Cindy V. Young  
Deputy Attorney General  
Dated: February 28, 2012

By: William J. Aila, Jr.  
William J. Aila, Jr.  
Chairperson  
Board of Land and Natural Resources

Cooperator:

CASTLE & COOKE, INC.

By: Harry A. Saunders  
Harry A. Saunders  
Its Senior Vice President

By: Richard K. Mirikitani  
Richard K. Mirikitani  
Its Vice President and Assistant Secretary

EXEMPTION LIST FOR THE  
DIVISION OF FORESTRY AND WILDLIFE  
OF THE  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
STATE OF HAWAII

REVIEWED AND CONCURRED UPON  
BY THE ENVIRONMENTAL COUNCIL ON

JUNE 12, 2008

GENERAL NOTES

This is the original exemption list for the Division of Forestry and Wildlife (DOFAW) of the Department of Land and Natural Resources, which was reviewed and concurred upon by the Environmental Council.

DIVISION OF FORESTRY AND WILDLIFE EXEMPTION LIST

Section 343, (HRS) authorizes the Environmental Council to establish procedures to exempt specific types of action from the need to prepare an environmental assessment because the action will have minimal or no significant effect on the environment.

The following types of projects will not be exempt:

1. Projects requiring detailed analyses as provided in an environmental assessment under HRS §343-5. These include, but are not limited to places listed on the Federal or State registers of historic places.
2. Projects in statutorily defined areas, including, but not limited to: critical habitats, special management areas, special design districts, registered viewplanes or scenic corridors, wet lands, sanctuaries, special habitats, shoreline areas, tsunami inundation areas, or other designations; except where the work is eligible for exemption and there is no negative impact on the conditions that define these areas.
3. Major projects without an Environmental Impact Statement (EIS); an Environmental Assessment with a Finding of No Significant Impact (EA/FONSI); or major projects that were never presented at a public meeting concerning site selection, master plan report, or any phase of incremental construction.
4. Major projects without a program to encourage public input into the design or siting of the project.

Pursuant to HAR § 11-200-8 (B), all exemptions under the classes in this section are inapplicable when the cumulative impact of planned successive actions of the same type, in the same place,

List of Exemptions - Page 1

over time, is significant; or when an action that is normally insignificant in its impact on the environment may be significant in a particularly sensitive environment, as expressed in #2 above.

Pursuant to the administrative rules promulgated under authority of section 343-6(7), HRS, specifically section 11-200-8; the DLNR has determined that the following types of actions, where they fall within the given classes of action, shall generally be exempt from the preparation of an environmental assessment.

#### 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.

1. Trail maintenance on DOFAW Program areas<sup>1</sup>, using hand tools and small motorized equipment such as chain saws and weed eaters; involves clearing spaces 4 feet wide and 10 feet high from grade on existing trails.
2. Repair and maintenance of existing roads (paved, unpaved, dirt, cinder and gravel), concrete fords, cattle guards, gates and wash-out ditches in DOFAW program areas; involves grading, patching, and resurfacing roads; removing encroaching vegetation; and cleaning or repairing ditches, fords and culverts by hand.
3. Repair and maintenance of existing DOFAW program area fences; includes boundary, enclosure, and exclosure fences, wildlife water units, checking stations, water pumps, nesting areas, aviaries and yards.
4. Repair and maintenance of existing signs in DOFAW program areas; includes fire prevention, instructional, regulatory, enforcement, safety, boundary, location, and toxicant or plant and animal control signs.
5. Repair and maintenance of existing cabins, resident workers' quarters, warehouse workshops, mobile camping structures, weather stations, checking stations (single room structures with porches or small boxes on legs) for hunters, hikers, and campers; meat safes, viewing kiosks and platforms, wildlife observation towers, sanitary facilities, trail shelters, equipment shelters, fire equipment caches, plant nurseries, captive propagation facility buildings, established arboretum areas, baseyards and biological survey transect lines.
6. Repair and maintenance of existing covered and open fences areas for endangered species (waterfowl, waterbirds, forest birds), game birds and mammals (pheasants, quail, partridges, pigs, sheep, goats, deer); auxiliary buildings for food storage, equipment storage, incubators and brooders; open-top breeding and release pens, field aviaries and hacking boxes.

7. Repair and maintenance of existing water tanks, pipelines, water catchment basins (capacity of 300-10,000 gallons), wildlife water units, pumps and controls, pipes and channels; fences, dikes and moats in waterbird sanctuaries for the purposes of maintaining water levels, providing water and precluding predators.
8. Weed, brush and noxious tree control using hand tools, small motorized equipment (chainsaws and weed eaters), and approved herbicides on DOFAW program areas, campsites, picnic grounds, viewpoints, baseyards, wildlife water units, trails, captive propagation facilities, arboreta, plant nurseries, checking stations, and public use facilities.
9. Routine pruning, trimming, and thinning of trees excluding commercial logging.
10. Gathering minor forest products for non-commercial purposes.
11. Gathering plant seed for propagation, commercial and non-commercial.
12. Cultivating, fertilizing, mowing, and harvesting wildlife food plots.
13. Routine operation, repair and maintenance of existing DOFAW program facilities, arboreta, baseyards and captive propagation facilities.
14. Maintenance of previously established game habitat improvement sites and lawn areas with mechanized equipment.
15. The award of grants under H.R.S., Chapter 173A, for the acquisition of interests in land, provided that the acquisition does not cause any material change of use of land or resources beyond that previously existing.
16. The acquisition of land or interests in land for the purposes of conservation, provided that the acquisition does not cause any material change of use of land or resources beyond that previously existing.
17. Animal damage control actions, when needed to maintain resource values, in Division of Forestry and Wildlife (DOFAW) program areas, including application of approved rodenticides, and ungulate removal.

<sup>1</sup>DOFAW Program Areas include forest and natural area reserves, game management and wilderness areas, plant and wildlife sanctuaries, Na Ala Hele, forest stewardship and natural area partnership projects.

## EXEMPTION CLASS 2

Replacement or reconstruction of existing structures 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.

1. Replacement of existing signs in DOFAW program areas; includes fire prevention, instructional, regulatory, enforcement, safety, boundary, location, and toxicant or plant and animal control signs.
2. Repair and maintenance of existing cabins, resident workers' quarters, warehouse workshops, mobile camping structures, weather stations, checking stations (single room structures with porches or small boxes on legs) for hunters, hikers, and campers; meat safes, viewing kiosks and platforms; wildlife observation towers, sanitary facilities, trail shelters, equipment shelters, fire equipment caches, established arboretum areas, plant nursery operations, and captive propagation facility buildings.
3. Replacement of covered or open fenced areas for endangered species (waterfowl, waterbirds, forest birds), game birds and mammals (pheasants, quail, partridges, pigs, sheep, goats, deer, etc.); auxiliary buildings for food storage, equipment storage, incubators and brooders; open-top breeding and release pens, field aviaries and hacking boxes.
4. Replacement of existing water tanks, pipelines, water catchment basins (capacity 300-10,000 gallons), wildlife water units, pumps and controls, pipes and channels; fences, dikes and moats in waterbird sanctuaries for purposes of maintaining water levels, providing water and precluding predators.
5. Replacement of existing roads (paved, unpaved, dirt, cinder and gravel), concrete fords, cattle guards, gates, wash-out ditches and biological survey transect lines in DOFAW program areas.
6. Re-vegetate burned areas to encourage the succession of selected plant species to prevent soil erosion and promote the goals of the Division.

### 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 including, but not limited to:

- (a) single family residences not in conjunction with the building of two or more such units;
- (b) multi-unit structures designed for not more than four dwelling units if not in conjunction with the building of two or more structures;
- (c) stores, offices and restaurants designed for total occupant load of twenty persons or less, if not in conjunction with the building of two or more such structures; and
- (d) water, sewage, electrical, gas, telephone, and other essential public utility services extensions

to serve such structures or facilities; and accessory or appurtenant structures including garages, carports, patios, swimming pools and fences.

1. Fences to include areas no greater than 10 acres around individual or small colonies of rare, threatened or endangered plants, covered and open areas for endangered species (waterfowl, waterbirds, forest birds), game birds and mammals (pheasants, quail, partridges, pigs, sheep, goats, deer); auxiliary buildings for food storage, equipment storage, incubators and brooders; open-top breeding and release pens, field aviaries and hacking boxes.
2. Cabins, resident workers' quarters, warehouse workshops, mobile camping structures, weather stations, checking stations (single room structures with porches or small boxes on legs) for hunters, hikers, and campers; meat safes, viewing kiosks and platforms, wildlife viewing towers, sanitary facilities, trail shelters, equipment shelters, fire equipment caches, arboreta, and plant nurseries.
3. Fencing to include areas no greater than one acre for ecosystem management research.

#### EXEMPTION CLASS 4

Minor alteration in the conditions of land, water, or vegetation.

1. Establishment of helispots for fire control and rescue.
2. Clearing of fuel breaks on grass and brush on DOFAW program areas necessary to protect enclosures, exclosures, facilities, and colonies of rare threatened and endangered plants or animals where a thorough biological survey has determined that the species will not be adversely impacted by such clearing. The definition of a fuel break is the reduction of ground fuel without significant modification of the soil.
3. Minor alterations to existing wildlife or plant sanctuaries, including construction of pumps and controls, pipes and channels, and dikes and moats for the purposes of maintaining water levels, providing constant water supplies, and precluding predators. Also includes minor alterations to biological transects, camp sites, fertilizing and mowing, maintaining nene pastures, weed control, outplanting native plants, transplanting, clearing mist net lines and trap sites.
4. Construction of reservoirs of 0.1 acres or less to collect runoff for wildlife or to redistribute water for water units or plantings if done at sites where non-native vegetative cover constitutes greater than 75% of the area.
5. Controlled burning of vegetation less than five (5) acres in size to improve wildlife habitat where non-native vegetative cover constitutes greater than 75% of the area.



6. Mowing non-native vegetation where dense, mature stands form impenetrable cover.
7. Establish temporary or permanent vegetative cover including trees, shrubs and grasses for landscaping, reforestation, soil stabilization, and wildlife habitat provided, however, that this exemption shall not apply to tree plantings for which harvesting is planned or is reasonably foreseeable.

#### 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.

1. Implanting transponders and affixing transmitters and/or markers (bands, collars, ear tags) to birds and mammals to record movement, longevity; taking disease and blood samples; placing remote monitoring devices (to determine animal movement), cameras, equipment and feeders; removal of non-native avian competitors, predator control (including placement of approved toxic baits, kill traps, live traps, snares) and using approved herbicides.
2. Game and non-game wildlife surveys, inventory studies, new transect lines, photographing, recording, sampling, collection and captive propagation (involves walking, driving, and flying in the field (helicopters, light aircraft), use of nets and firearms, temporary traps including snares, mist nets, corral traps, drop door traps or leg hold traps.
3. Releases and recoveries of wildlife. On approved releases of game and non-game wildlife (after EA or EIS preparation and acceptance), actual release of animals and follow-up surveys, translocation within the range, or rearing in captivity and releasing to the wild.
4. Captive propagation of birds or mammals. Housing, care, feeding, veterinarian examination, breeding (pairing, hatching, brooding, fledgling, rearing), cross fostering, double clutching nests, experimental studies of native species (including those which are rare, threatened, or endangered), game birds and game mammals; may involve hybridization of game birds or mammals.
5. Wildlife management actions including predator control, insect control, snail control, non-native bird control, controlled grazing or burning as a management tool and use of toxicants or herbicides. All use of chemicals follow label instructions or restrictions.

#### EXEMPTION CLASS 6

Construction or placement of minor structures accessory to existing facilities.

1. Fencing around minor facilities such as game water units, checking stations, animal pens, water pumps, aviaries, fire caches, and plant enclosures.
2. Driveways.
3. Exterior lights in already developed areas for security and safety purposes.
4. Water tanks with less than 10,000-gallon capacity.
5. Water catchments, lines, and faucets adjacent to hunter checking stations for "domestic", public use or game water units.

FOURTH AMENDMENT TO COOPERATIVE GAME  
DEVELOPMENT AND MANAGEMENT AGREEMENT

THIS FOURTH AMENDMENT TO COOPERATIVE GAME DEVELOPMENT AND MANAGEMENT AGREEMENT dated March 1, 1992 and amended on May 21, 2001, August 1, 2002, and February 24, 2012 ("Agreement") is dated as of \_\_\_\_\_, 2015, but effective as of February 28, 2015, by and between LĀNA`I RESORTS, LLC, doing business as PŪLAMA LĀNA`I ("Cooperator" or "Pūlama Lāna`i") and the STATE OF HAWAII, by its Board of Land and Natural Resources ("Board").

WHEREAS Pūlama Lāna`i is the successor by merger of Castle & Cooke Resorts, LLC, the assignee of the interests of Castle & Cooke, Inc., the Cooperator under the Agreement, and that payments due under the March, 1, 1992 Agreement, as amended are now designated to be made payable to Pūlama Lāna`i;

WHEREAS, Cooperator and Board are parties to the Agreement, setting forth the terms and conditions upon which the State conducts game management of Cooperator's land identified in said Agreement as the "Cooperative Game Management Area" described therein, for the purpose of preserving, protecting, conserving and propagating game birds and mammals (e.g. axis deer and mouflon sheep) and maintaining, managing and operating public hunting areas and game reserves;

WHEREAS, by a series of amendments, the last Amendment of Agreement dated, February 24, 2012, the Agreement was extended to February 28, 2015;

WHEREAS, Cooperator and Board desire to extend the Agreement for an additional three-year term, and amend the terms of the Agreement by the terms and conditions set forth below;

NOW THEREFORE, for and in consideration of the premises and the mutual covenants of the parties,

IT IS HEREBY AGREED AS FOLLOWS:

The Agreement is amended as follows (collectively called the "Amendments"):

1. Safety Zones. Safety Zones are as shown on Exhibit 1 and Exhibit 2, attached. They will be:
  - a. A zone five hundred feet wide bordering portions of the Kaunalapau Highway and Keomuku Highway;
  - b. The entire Federation Camp will be within the safety zone;
  - c. The entire breadth of Kanepu`u Forest from the Guard Road to The Nature Conservancy's Kānepu`u Preserve;
  - d. A zone fifty feet out along both sides of the "North-End/Polihua" roads, separating Hunting Units 1 and 2.
  - e. A zone extending three hundred feet inland of the mean high water line along the northeast-north coast of Lanai from the Federation Camp area to Kaena Point.
2. Road Maintenance. Cooperator will continue the responsibility to maintain Polihua Road and assume the responsibility to maintain Federation Camp Road.

3. Cooperative Work. The Board and Cooperator will work collectively to address game management on Lāna`i at a broad, sustainable and comprehensive island level. Both parties agree to use the duration of this agreement to evolve cooperative strategies and changes that may then be reflected in subsequent Agreements or Amendments.
4. Threatened and Endangered Species. The Cooperator, after consultation with the Board or its authorized representative(s), is allowed to establish protective fencing around known populations of threatened and endangered species.
5. Extension of Term. The term of the Agreement is hereby renewed and extended for a period ending February 28, 2018, subject to further extension by mutual agreement of the parties.
6. Board's Obligations Contingent Upon Funding. The Board's obligations under this Agreement are subject to and contingent upon legislative appropriation and availability of funds through the executive budget process.
7. General. All terms and conditions of the Agreement are amended in conformity with the foregoing extension of the term. Except as amended by the terms of this Amendment, all other terms of the Agreement are confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, Pulama Lanai and State have executed this Amendment effective as of the date first above written.

Approved by the Board of Land and Natural Resources at its meeting held on \_\_\_\_\_.

APPROVED AS TO FORM:

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

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

Dated: \_\_\_\_\_

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

Chairperson  
Board of Land and Natural  
Resources

Cooperator:

Lāna'i Resorts, LLC, doing business as  
Pūlama Lāna'i,  
by Lāna'i Island Holdings, LLC, its  
member-manager  
by LIH Corporation, its manager

By: \_\_\_\_\_  
Kurt Matsumoto, Vice President  
LIH Corporation

STATE OF HAWAII )  
 ) SS.  
COUNTY OF )

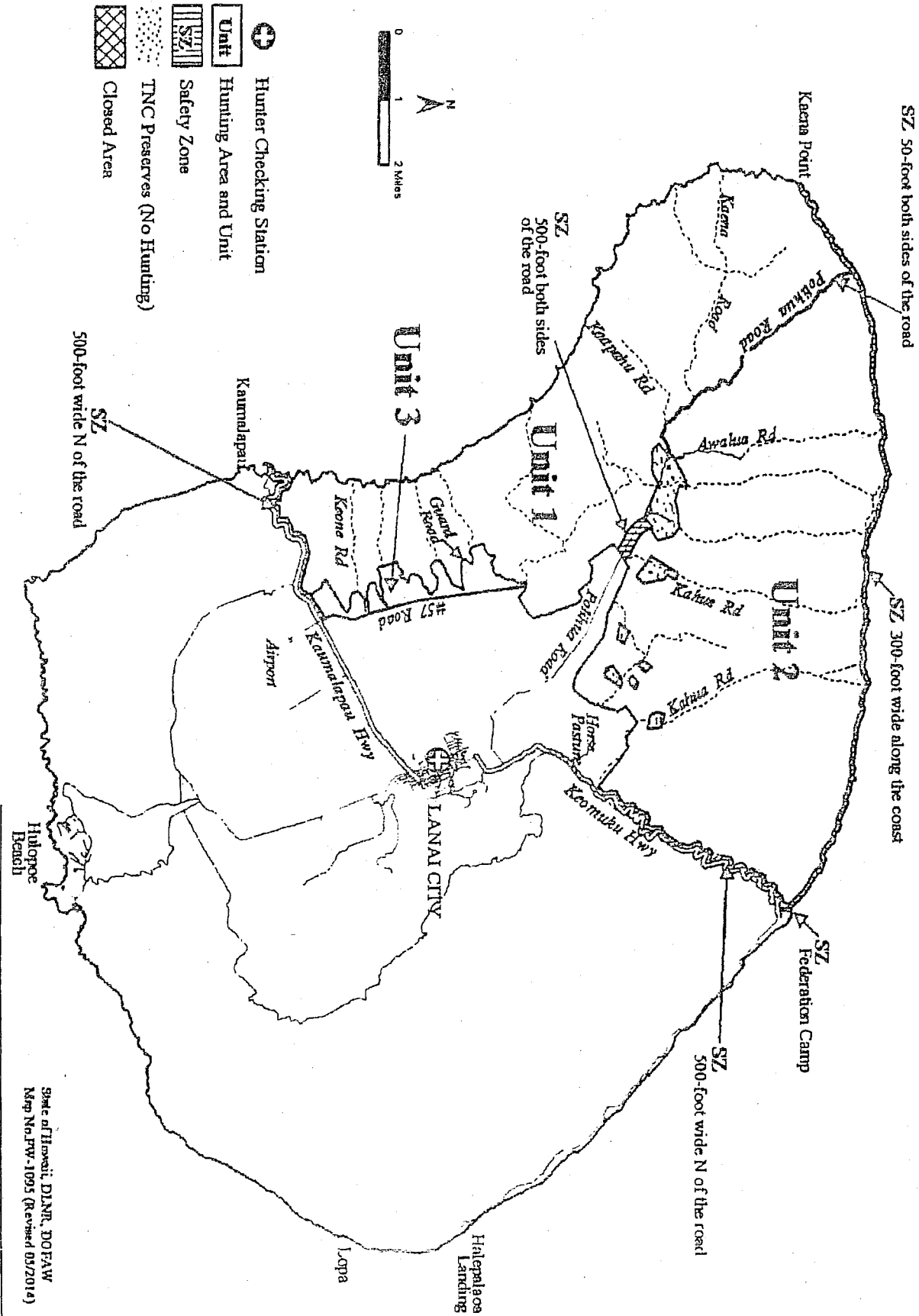
On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
before me personally appeared \_\_\_\_\_, to  
me personally known, who, being by me duly sworn or affirmed,  
did say that such person(s) executed the foregoing instrument as  
the free act and deed of such person(s), and if applicable in  
the capacity shown, having been duly authorized to execute such  
instrument in such capacity.

Notary Public, State of Hawaii

\_\_\_\_\_  
My commission expires: \_\_\_\_\_

# LANAI: Public Hunting Areas for Game Birds

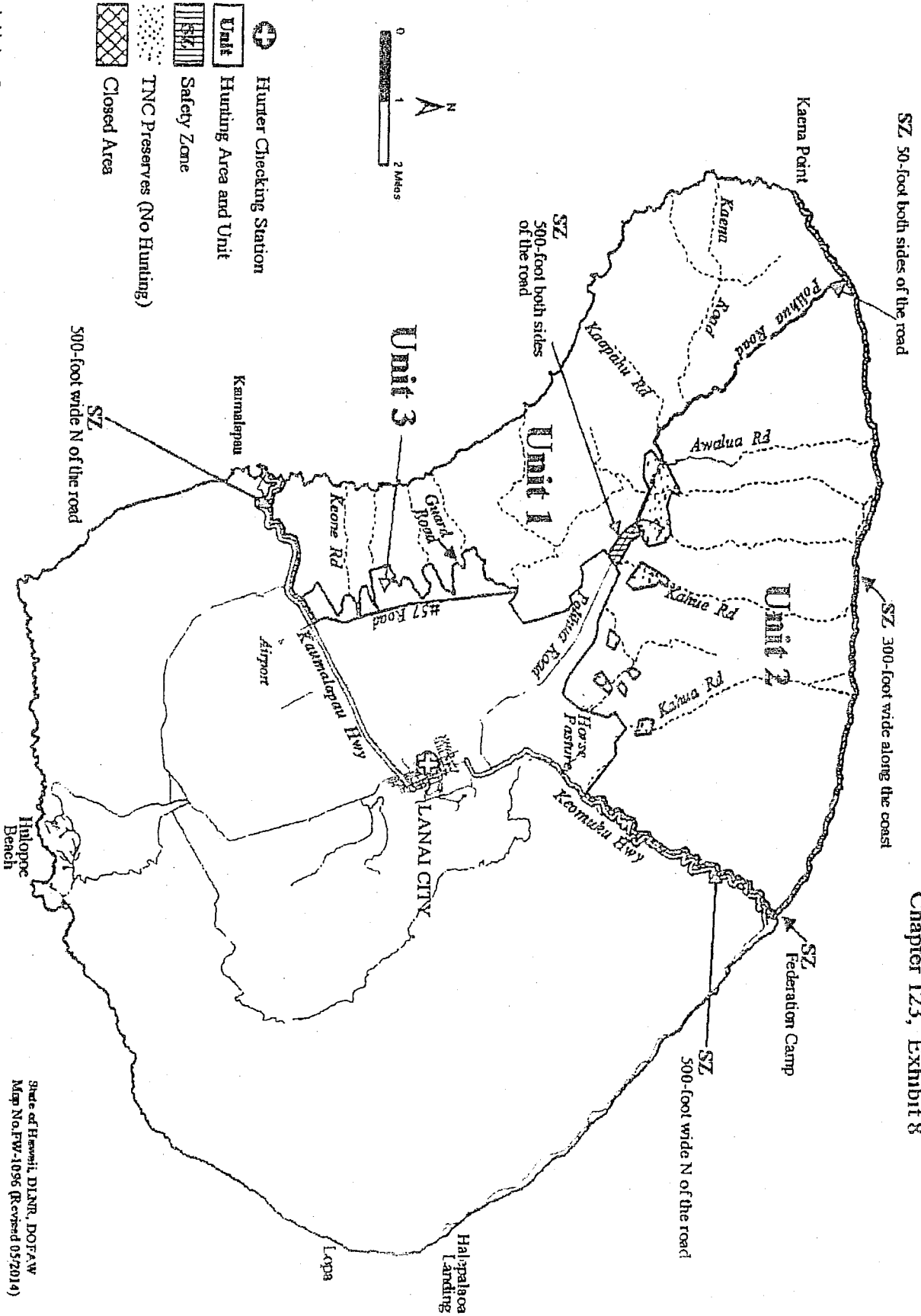
Chapter 122, Exhibit 8



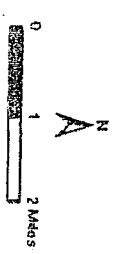
State of Hawaii: DLNR, DOFAW  
Map No. FW-1095 (Revised 03/2014)

# LANAI: Public Hunting Areas for Game Mammals

Chapter 123, Exhibit 8



- Hunter Checking Station
- Unit Hunting Area and Unit
- Safety Zone
- TNC Preserves (No Hunting)
- Closed Area



State of Hawaii, DLRN, DOF, AW  
Map No. FW-1086 (Revised 05/2014)