

MEMORANDUM OF UNDERSTANDING

BETWEEN

LANAI RESORTS, LLC,

CASTLE & COOKE PROPERTIES, INC., AND

**U.S. DEPARTMENT OF THE INTERIOR
FISH AND WILDLIFE SERVICE**

THIS MEMORANDUM OF UNDERSTANDING (this “**MOU**”) is made as of this 26th day of January, 2015 and effective as of the date of the last signature executed below (“**Effective Date**”), by and between the United States Fish and Wildlife Service whose address is 300 Ala Moana Boulevard, Room 3-122, Honolulu, Hawaii 96850-3122 (“**Service**”) Lāna‘i Resorts, LLC a Hawaii limited liability company dba Pūlama Lāna‘i, whose principal place of business is Pacific Guardian Center, Makai Tower, 733 Bishop Street, Suite 2000, Honolulu, HI 96813-4014 (“**Pūlama Lāna‘i**”) and Castle & Cooke Properties, Inc. a Hawaii corporation whose principal place of business is 680 Iwilei Road, Suite 510, Honolulu, HI 96817 (“**CCPI**”)(the Service, Pūlama Lāna‘i and CCPI are collectively referred to as the “**Parties**”),

WITNESSETH

WHEREAS, the Service is the federal agency charged with the authority to conserve fish, plants and wildlife nationwide pursuant to the Endangered Species Act of 1973 (“**ESA**”); and

WHEREAS, the Service, Pūlama Lāna‘i, and CCPI desire to enter into this MOU and work together to contribute to the conservation, protection and management of plant and snail species on the Island of Lāna‘i; and

WHEREAS, this MOU is intended to benefit the plant and snail species that are currently listed under the ESA and some of which are known from the Island of Lāna‘i; and

WHEREAS, the Service published its proposed rule in the Federal Register on June 11, 2012 entitled “Endangered and Threatened Wildlife and Plants; Listing 38 Species on Molokai, Lanai and Maui as Endangered and Designating Critical Habitat on Molokai, Lanai, Maui and Kahoolawe for 135 Species” (“**Proposed Rule**”); and

WHEREAS, Pūlama Lāna‘i and CCPI commented on the Proposed Rule for the reasons described in their letters dated September 10, 2012 and March 4, 2013 as filed in Docket No. FWS-R1-ES-2011-0098 via the Federal eRulemaking Portal: <http://www.regulations.gov>; and

WHEREAS, the Service published its final rule in the Federal Register on May 28, 2013 entitled “Determination of Endangered Status for 27 Species on Molokai, Lanai and Maui” (“**Final Rule**”); and

WHEREAS the United States Secretary of the Interior may consider the existence of conservation agreements, other land management plans and voluntary partnerships with Federal, private, State, and tribal entities when making decisions regarding critical habitat under Section 4(b)(2) of the ESA; and

NOW, THEREFORE, the Service, Pūlama Lāna‘i, and CCPI agree to enter into this MOU to address the conservation of the Covered Species.

1.0 AUTHORITY

The Service enters into this MOU pursuant to the authority provided in Section 1 of the Fish and Wildlife Coordination Act, 16 USC 661, the Fish and Wildlife Act of 1956, 16 USC 742a-k, and the ESA. These authorities grant the Service broad statutory authority to enter into voluntary agreements with non-federal entities, including private landowners, to restore and enhance habitat for wildlife and plant resources that are part of the federal trust.

2.0 TERM OF MOU

This MOU will become effective upon the Effective Date and will expire December 31, 2028 (“**Termination Date**”) or sooner if terminated pursuant to Section 6.0.

3.0 PURPOSE

The purpose of this MOU is to promote cooperative conservation efforts that benefit the Covered Species. Such conservation efforts are important contributions towards preventing the extinction of these species and which may aid in their recovery. These conservation activities also inform the Service with respect to future conservation planning efforts and resource allocation, and may be considered by the Service in weighing the benefits of designating Pūlama Lāna‘i and CCPI property as critical habitat for listed species versus the benefits of not including these properties as designated critical habitat.

4.0 SPECIFIC ROLES AND ACTIONS OF EACH PARTY

4.1 The Service

4.1.1. Permit Cooperation. The Service will cooperate in good faith with Pūlama Lāna‘i and CCPI to process in a timely manner any U.S. Fish and Wildlife Service permits sought by Pūlama Lāna‘i or CCPI during the Term of this MOU, and to the extent feasible, to assist Pūlama Lāna‘i and CCPI in obtaining any necessary or desired permits or agreements from the relevant agencies under the jurisdiction of the State of Hawaii.

4.1.2. Increment 3 Fence. The Service may construct an ungulate proof Increment 3 Fence within the location shown on Exhibit A if the Service and Pūlama Lāna‘i enter into a separate agreement providing for this work. As

determined by the Service and Pūlama Lāna‘i, such agreement may also specify: (a) the materials, design, and quality of the fence including approval of any fence builder or other cooperative agreements with the Service; (b) the location of the fence within the area shown on Exhibit A; (c) gate requirements; (d) access conditions and right of entry requirements; (e) standards, methods, and ongoing management responsibilities for ungulate control within the fence; (f) responsibility for ongoing control of fencing-related increases in invasive weeds within the fence; (g) monitoring of ungulate control and removal; (h) ongoing maintenance and repair obligations for the fence; and (i) rights to remove all or portions of the fence. Parts of the land within the Increment 3 Fences may also be included within the Lowland Conservation Management Area, said portions as shown on Exhibit F.

4.1.3. Tree Snail Relocation. Pūlama Lāna‘i agrees and consents that the Service may relocate Tree Snails to the Tree Snail Exclosure.

4.2 Pūlama Lāna‘i

4.2.1. LNRP-Preparation and Implementation. Pūlama Lāna‘i shall prepare a LNRP within 18 months after the Effective Date of this MOU. Pūlama Lāna‘i will invite and welcome participation by the Service in planning meetings and the Service will, with other consultants invited by Pūlama Lāna‘i, participate as a full member of the LNRP planning team. Pūlama Lāna‘i and the Service recognize that deadlines in preparing the LNRP are important, and the Service shall expedite its participation to avoid delay, and the Service and Pūlama Lāna‘i shall undertake ongoing assessment of the collaborative process in developing the LNRP. The LNRP shall: (a) identify priority ecosystems, including coastal, lowland dry, lowland mesic, lowland wet, montane wet, dry cliff and wet cliff ecosystems; (b) identify priority threatened and endangered species within each ecosystem, and evaluate the feasibility of the re-introduction of Covered Species; (c) evaluate and prioritize the following issues of concern with regard to plant and snail species: ungulate control, invasive plant control, predator control, fire control, restoration, research and monitoring, and the overall improvement of the ecological status of the Covered Species; (d) identify and prioritize management actions to address the issues of concern; and (e) establish measures of success and monitoring needs. Pūlama Lāna‘i will also invite and welcome participation by the Service in ongoing adaptive management after the LNRP is drafted. Pūlama Lāna‘i shall spend \$210,000 per year (adjusted for inflation by the percentage increase in the Consumer Price Index for the Honolulu Region published by the U.S. Department of Labor, Bureau of Labor Statistics, All Items, from 2015 as a base year) during the Term of this MOU (“**LNRP Funds**”) to implement activities described in this MOU or the LNRP based on priorities identified in the LNRP. The LNRP funds may include the salaries, wages and benefits of the Pūlama Lāna‘i natural resources staff and hourly and contracted rates of others while performing work under this MOU or pursuant to the LNRP, including development of the LNRP, construction, maintenance or repair of any fences (whether existing or new),

ungulate control activities, invasive plant control projects, botanical or other surveys, or for other specific conservation related projects. LNRP funds shall not be inclusive of costs of mitigation actions described herein and in Exhibit H.

4.2.2. LNRP – Selection of Lowland Conservation Management Areas. The LNRP will identify the boundaries of the Lowland Conservation Management Area. The Lowland Conservation Management Area is intended to provide habitat for Lāna‘i’s dry forest species. It is located within the Lowland Ecosystem Area (Exhibit F) and shall be a total of at least 2,000 acres in size with a minimum subunit size of 90 acres, and will be subject to the same management provisions as No Development Areas as described in Section 4.3.1 below. Natural resource management actions and priorities for implementation relative to the Lowland Species shall be determined in the LNRP. The Parties agree that portions of the Lowland Conservation Management Area may be located within the Increment 3 Fence or the area designated for the Increment 3 Fence as shown on Exhibit F.

4.2.3. LNRP – Selection of Additional Lāna‘ihale No Development Area. The LNRP will identify the location of an additional 215 acres to be added to the Lāna‘ihale No Development Area. The location of the additional acres will be determined in collaboration and agreement with the Service. The parties agree that the additional acres will most likely be added adjacent to and south of the existing Increment 2 fence.

4.2.4. Existing Lāna‘ihale Fences. Existing Lāna‘ihale Fences (known as Increments 1 and 2, as shown on Exhibit E) will remain in place until December 31, 2028. Pūlama Lāna‘i will spend a portion of its LNRP Funds each year during the Term of this MOU to monitor, at least quarterly, and repair the Existing Lāna‘ihale Fences. The LNRP shall prioritize and evaluate additional conservation actions to be performed within the Existing Lāna‘ihale Fences. The Existing Lāna‘ihale Fences may be removed or modified if determined appropriate in collaboration and agreement with the Service.

4.2.5. Ungulate Control Efforts. Pūlama Lāna‘i will spend a portion of its LNRP Funds, as appropriate, each year during the Term of this MOU on ungulate control on the Island of Lāna‘i. Priority shall be given to ungulate removal within the Existing Lāna‘ihale Fences, and future fenced areas. Ungulate removal and control efforts for the purpose of enhancing conservation may also be directed elsewhere on the Island of Lāna‘i as identified in the LNRP. Within fences managed by Pūlama Lāna‘i, the goal is ungulate eradication. Pūlama Lāna‘i will spend a portion of its LNRP Funds to control ungulates within the Existing Lāna‘ihale Fences, the Core Cluster Fencing, and any other fences constructed by Pūlama Lāna‘i pursuant to this MOU (specifically not including any Increment 3 Fence) at a level sufficient to provide more protection to threatened or endangered species than would occur without the fences.

4.2.6. Kānepu‘u Preserve. Pūlama Lāna‘i and the Service both acknowledge the importance of the unique habitat within the Kānepu‘u Preserve. Both entities will, to the extent possible, identify reasonable opportunities to address the ongoing problems existing at the Preserve and support improvement of suitable habitat for Covered Species. Improvement or widening of the existing access roadway through or around the Kānepu‘u Preserve or placement of electrical, water, or communications infrastructure under or along such access roadway as reasonably necessary for access in connection with a potential Wind Farm may also occur so long as such activities: (1) have the consent of The Nature Conservancy, or its successor in interest as the holder of the conservation easement for Kānepu‘u Preserve (2) have the consent of Pūlama Lāna‘i, and (3) mitigation measures by CCPI are reasonably agreed to by the Service in order to mitigate any adverse effects on native vegetation.

4.2.7. Core Rare Plant Clusters: Fencing and Population Management. Pūlama Lāna‘i shall construct deer proof fencing at the locations shown on Exhibit B to protect the following populations in order of priority: (a) the population of *Tetramalopium remyi* on Awalua Ridge; (b) a cluster of *Abutilon menziesii* on the western slope (only partly protected by fencing at present); and (c) the cluster of *Hibiscus brackenridgei* along Keomuku Road (collectively “**Core Cluster Fencing**”). Core Cluster Fencing will be subject to the same management provisions as No Development Areas as described in Section 4.3.1 below. Pūlama Lāna‘i shall complete the Core Cluster Fencing and ungulate removal within these fenced areas within 24 months after the Effective Date of this MOU, subject to reasonable additional time for unanticipated archaeological and cultural surveys and permitting requirements. Pūlama Lāna‘i will spend a portion of its LNRP Funds, as appropriate, to implement appropriate monitoring and maintenance to remove nonnative plants and ungulates, and to maintain the integrity of the fences. Pūlama Lāna‘i may relocate the Core Cluster Fencing if deemed appropriate in collaboration and agreement with the Service. After successful establishment of additional, stable, protected populations (as defined in these species’ recovery plans) of *Tetramalopium remyi*, *Abutilon menziesii*, and *Hibiscus brackenridgei* at other locations, the Core Cluster Fencing areas may be moved or eliminated if deemed appropriate in collaboration and agreement with the Service. In that case, Pūlama Lāna‘i may determine that the area originally designated for that Core Cluster Fence area will no longer be subject to the same management provisions as No Development Areas described in Section 4.3.1 below.

4.2.8. Tree Snail Protection. Pūlama Lāna‘i shall construct a rodent and ungulate proof fence enclosure to protect one quarter of an acre of Tree Snail habitat at the location shown on Exhibit C (“**Tree Snail Enclosure**”) within 24 months after the Effective Date of this MOU, subject to reasonable additional time for unanticipated archaeological and cultural surveys and permitting requirements. The location and shape of the enclosure will be determined in collaboration and agreement with the Service. The enclosure shall be of a quality

and design similar or superior to the most current standards used by the Oahu Army Natural Resources Program or similar. Pūlama Lāna‘i may relocate the Tree Snail Enclosure if deemed appropriate in collaboration and agreement with the Service.

4.2.9. Identification of Other Rare Species of Plants for Immediate Protective Intervention Efforts. As part of the development of the LNRP, Pūlama Lāna‘i shall identify: (1) populations of Covered Species present on the Island of Lāna‘i that require immediate actions to prevent the loss, reduction or degradation of those populations, and (2) the specific actions and schedules necessary to prevent these adverse impacts. Such protective actions may proceed prior to finalization of the LNRP if other information indicates immediate implementation is necessary to avoid extirpation from Lana‘i. Actions for these purposes taken prior to finalization of the LNRP or this MOU will be considered an outcome achieved as a result of this MOU.

4.2.10. Gates. For any Existing Lāna‘ihale Fences or any Increment 3 Fence constructed by the Service pursuant to Section 4.1.2. of this MOU, Pūlama Lāna‘i may: (a) install one way gates that allow the egress of ungulates from the fenced area and prohibit the ingress of ungulates into the fenced area; and (b) install other facilities which allow human ingress and egress but prevent the ingress of ungulates into the fenced areas. These gates or other facilities shall not compromise the integrity of the fence with regard to ungulate exclusion.

4.2.11. Additional Conservation Actions. As may be mutually agreed by the Service and Pūlama Lāna‘i in writing, the Service may implement a particular provision or provisions of the LNRP.

4.2.12. Coastal Plant Protection. Coastal Plant Protection Areas are shown on Exhibit D. Pūlama Lāna‘i will expend a portion of its LNRP Funds to manage threats to coastal plants in the Coastal Plant Protection Areas in a manner consistent with the LNRP. Pūlama Lāna‘i may relocate the Coastal Plant Protection Areas if deemed appropriate in collaboration and agreement with the Service. If a Coastal Plant Protection Area is relocated, Pūlama Lāna‘i may determine that the area originally designated for that Coastal Plant Protection Area will no longer be subject to the same management provisions as No Development Areas as described in Section 4.3.1 below.

4.3 Joint Obligations of CCPI and Pūlama Lāna‘i

4.3.1 No Development Areas. The Lāna‘ihale No Development Area (Exhibit G), the Core Cluster Fencing (Exhibit B), the Lowland Conservation Management Area, and the Coastal Plant Protection Areas (Exhibit D) will be managed as no development areas. (“**No Development Areas**” or “**NDAs**”). NDAs are areas in which protection and improvement of overall ecological condition and of human safety/health will be the dominant management emphasis. Except as noted in

Section 4.3.2., below, construction or ground-disturbing activities, or other activities that disturb, disrupt or degrade Covered Species or their habitats are not planned or expected to occur within NDAs. Any activity, including those described in Section 4.3.2, that does occur within NDAs will: (1) be subject to the best management practices, mitigation, and other applicable provisions of this MOU and Exhibit H; (2) cumulatively not result in net ecological disruption within NDAs greater than those that currently exist (or are expected from the Well and Infrastructure described in Section 4.3.2(1)); and (3) not occur individually or cumulatively in a manner or to an extent that adversely affects the function or value of the NDAs for current or potential future contributions to the conservation of Covered Species.

4.3.2. Planned Activities Within NDAs. The following activities associated with management of land, resources, and facilities within NDAs are planned and expected to occur consistent with Section 4.3.1:

- (1) Well and Infrastructure. Pūlama Lāna‘i may install a new water well and associated power and water lines in the Lāna‘ihale No Development Area, subject to the following conditions: (a) the Well will be located adjacent to the existing Munro Trail within the 2.3 acre area shown on Exhibit J and the Infrastructure will be located from the Well to the Munro Trail and will then run adjacent to the Munro Trail as shown on Exhibit J; (b) in advance of constructing the Well and Infrastructure, Pūlama Lāna‘i will conduct a botanical survey of the portion of the Lāna‘ihale No Development Area where the Well and Infrastructure will be located, as well as areas within the Lāna‘ihale No Development Area that will be disturbed during construction activities; (c) the wellhead will occupy up to ½ acre within the Lāna‘ihale No Development Area that will be leveled, fenced and covered with gravel; (d) all areas within the Lāna‘ihale No Development Area disturbed by construction that are not part of the ½ acre wellhead location will be replanted with native plant species; (e) if any Covered Species are adversely impacted by the Well and Infrastructure, Pūlama Lāna‘i will mitigate these impacts as described in Section 4.3.8; and (f) development of the Well and Infrastructure will be consistent with other applicable provisions of Exhibit H.
- (2) General and Customary Maintenance. General and customary maintenance includes maintenance, repair, and replacement of existing infrastructure (and of the Well and Infrastructure) shown on Exhibits I, and J. It includes, for example, realignment or relocation of individual segments of Munro Trail to maintain current usability in response to road failures or blockages, and placement of new antennae on existing communications towers. General and customary maintenance will occur: (a) only in and around currently existing roads, trails, power lines, water lines and communications facilities; (b) only as necessary to address maintenance of current use and function, repair of damage due to storms, fires, catastrophic or other emergency events, restoration of lost or impaired functioning due to

mechanical or structural breakdown or wear-and-tear, removal of threats to human safety and health, and legal requirements; and (c) to the extent feasible within the footprint of existing facilities, or as close to the existing facilities as possible;

- (3) Conservation actions necessary for protection and improvement of the ecological status of native species, including Covered Species, and for mitigation purposes;
- (4) Work to restore cultural areas;
- (5) Erection of fences or signage necessary to protect natural or cultural resources.

4.3.3 Net Conservation Benefit. The Service and Pūlama Lāna‘i anticipate that the management provisions applicable to NDAs will result in overall improvements to the environment for native species within NDAs. This overall improvement is also expected to benefit Covered Species and their habitats. Goals, information and priorities being developed through the LNRP will provide more insight as to the extent and nature of these benefits. However, considerable biological uncertainty and potentially unforeseen circumstances will remain and could impede or delay attainment of these benefits despite successful, good-faith efforts to implement the provisions of this MOU. This prevents quantification and assurances of specific landscape-level improvements to the amount, distribution and condition of the Covered Species and their habitats across the NDAs. To balance these challenges with the fact that an assured net benefit is important to the purposes of this MOU, Pūlama Lāna‘i will work with the Service to implement additional conservation actions specifically tailored to Covered Species and which, if successful, will relatively quickly and measurably improve the amount and distribution of these species and supplement the longer-term, broader landscape-level improvements to the general environment that are expected from other provisions of this MOU. The actions and the roles of the parties in implementing them are further described in Section-4.3.7.

4.3.4. Access. Pūlama Lāna‘i and CCPI, as appropriate, will allow access to Service personnel as needed to perform the Service’s work on the Increment 3 Fence as set forth in Section 4.1.2 of this MOU, for the Service’s implementation of any voluntary actions under the LNRP as may be agreed in writing as set forth in Section 4.2.11 of this MOU, to perform actions pursuant to Section 4.3.7 of this MOU, to conduct actions described in Section 4.3.3 in coordination with Pūlama Lāna‘i, and to relocate Tree Snails as set forth in Section 4.1.3 of this MOU and as also addressed in Section 4.3.6 of this MOU. Access for cooperators will be subject to approval by Pūlama Lāna‘i or, as appropriate, by CCPI, which may be denied for any reason.

4.3.5 Concurrence and Collaboration between the Service and Pūlama Lāna‘i. Throughout the term of this MOU, Pūlama Lāna‘i and the Service can independently and collaboratively assess and make determinations about whether the MOU is being implemented consistent with applicable provisions and expectations of the MOU and Exhibit H. The activities that are expected to occur in NDAs, as described in Section 4.3.2 of this MOU, will not require formal advance approval or concurrence from the Service because, by their nature, they can be readily and routinely implemented consistent with relevant portions of this MOU and Exhibit H in the absence of Service input. Pūlama Lāna‘i may choose to work collaboratively with the Service in advance of these activities if it believes that conservation objectives and collaboration would be better served by doing so. Some activities will be subject to more structured efforts to attain and confirm agreement between the parties about the adequacy of those actions relative to applicable provisions and expectations of the MOU and Exhibit H. These are:

- (1) Selection of sites and actions proposed as mitigation hereunder for activities described in Section 4.3.2 within NDAs. Pūlama Lāna‘i and the Service will collaborate and seek to reach agreement either in advance of, or after, conducting the mitigation actions. Pūlama Lāna‘i and the Service may collaborate and seek to reach agreement on mitigation on a project-by-project or batched (multiple projects) basis. Efforts to reach and confirm agreement after mitigation has occurred will be no later than the annual review (described below in Section 7.3 of the MOU) for the year in which the impacts occurred;
- (2) Development and implementation of mitigation for any activities within NDAs not described in Section 4.3.2 that disturb, degrade or disrupt Covered Species. Collaboration and attainment and confirmation of agreement between the parties about the adequacy of the mitigation must take place in advance of the activities.

In each situation described above if collaborative agreement is not reached within 60 days, the parties shall work together in good faith to resolve disputes as provided in paragraph 7.5 and Pūlama Lāna‘i may choose to proceed with the subject activities using its best judgment about how to do so consistent with the MOU and Exhibit H.

4.3.6 Post-Activity Review by the Service. For all activities within NDAs and associated mitigation actions, regardless of whether they are listed in Section 4.3.2 or subject to concurrence from the Service under Section 4.3.5, Pūlama Lāna‘i will provide the Service information, notice and site access necessary for post-activity assessment of consistency with the provisions and expectations of this MOU and Exhibit H. Documentation appropriate for this paragraph will be adopted pursuant to a collaborative process, and to the extent possible will rely upon existing recordkeeping practices of Pūlama Lāna‘i. As appropriate, the

Service will conduct any post-activity reviews and assessments noted above in collaboration with Pūlama Lāna‘i in order to support efficiency and cooperation.

4.3.7 Supplemental Actions to Assure Net Conservation Benefit. The actions that will be undertaken to address paragraph 4.3.3 are establishment and maintenance of new viable populations of Covered Species. The actions will be developed and implemented unless the parties agree that implementing the actions will impede other higher-value/higher-priority actions that would benefit the Covered Species. General consideration of and planning for these actions will occur in the LNRP, and specific siting, design and ongoing management and monitoring plans will be developed collaboratively therein (or subsequently as part of LNRP implementation as adaptive management). Specific actions identified through the LNRP are expected to have the following general outcomes: (1) Covered Species that would most benefit from new populations established on Lana‘i (especially listed plant species) will be prioritized for these actions; (2) multiple Covered Species will be subject to the actions; and (3) the number of populations established, and the size and distribution of those populations will be such that the populations have a reasonable likelihood of viability and meaningfully improved ecological status of the Covered Species. The LNRP provisions regarding the Covered Species shall be informed by sources of credible technical and scientific guidance agreed upon by Pūlama Lāna‘i and the Service. To the extent practicable and consistent with applicable legal requirements and authorities, the Service will collaborate with and provide support to Pūlama Lāna‘i on technical and logistical implementation of these actions, including such issues as attaining permits, authorizations, and biologic source materials, and the provision of technical expertise, guidance and on-ground assistance that might be necessary to undertake the actions. Actions to establish new populations of Covered Species will be undertaken as early as possible within the term of this MOU, consistent with the priorities detailed in the LNRP, and subject to applicable logistical and permitting issues, availability of funds, permits and agreements that protect Pūlama Lāna‘i from liability for any harm to new populations of Covered Species under Hawai‘i Revised Statutes Chapter 195D. It is not the intent of Pūlama Lāna‘i to intentionally remove new populations of Covered Species.

4.3.8 Mitigation. Any unavoidable adverse impacts to Covered Species that result from activities in NDAs will be mitigated. Activities that impact sites not occupied by Covered Species and that do not affect nearby sites that are occupied by Covered Species are not likely to result in adverse impacts that need to be mitigated. Mitigation will improve the Covered Species or their habitat by implementing actions that ensure high likelihood of successful and durable outcomes based on ecological factors and land management considerations; in particular, mitigation will: (1) utilize proven techniques and should not be placed in locations that may be subject to future management activities that might adversely affect the mitigation; and (2) occur in the form of introduction or reintroduction to areas not currently occupied by the Covered Species, or as

enhancements to the size, productivity and viability of areas already occupied by the Covered Species. As described in section 4.3.5, the Service and Pūlama Lāna‘i will collaborate and seek to reach agreement on locations for mitigation, and whether mitigation should replace and re-propagate the specific Covered Species that was damaged or destroyed with additional plants of the same species, or restore or enhance existing habitat for Covered Species within the NDAs, or both, based on the nature of the associated impacts and the conservation needs of the involved Covered Species on Lāna‘i. If mitigation occurs as the former, the initial target plant ratio will be 5 to 1. If mitigation occurs as the latter, the initial target habitat ratio will be 2 to 1. However the ratios and the foregoing activities are subject to refinement through collaboration with the Service and botanical experts, availability of seeds or propagules, appropriate sites for specific Covered Species, current botanical knowledge, the ability to functionally improve existing habitat and other environmental factors. Conservation actions undertaken to fulfill other requirements of the MOU or in response to priorities in the LNRP, may be used to satisfy mitigation obligations provided they specifically address the conservation of the impacted Covered Species and are not financed through LNRP funds described in section 4.2.1.

5.0 MODIFICATIONS

Modifications to this MOU may be proposed by any party and shall become effective only upon written concurrence of all parties as to properties, rights or obligations in which CCPI claims an interest (the proposed Wind Farm area and access to such area) or upon written concurrence of Pūlama Lāna‘i and the Service for all other properties, rights or obligations. Work described in a written modification that is completed prior to written concurrence of all necessary parties is done at the risk of the party undertaking that work.

6.0 TERMINATION

Each party may terminate its participation in this MOU on 30 days written notification to the other parties.

7.0 MISCELLANEOUS PROVISIONS

7.1 No Partnership. It is expressly understood that the Parties do not, in any way or for any purpose, by entering into this MOU become partners in the conduct of business, or otherwise, or joint venturers or members of a joint enterprise.

7.2 Notices. Any notice permitted or required by this MOU shall be in writing, delivered personally, or by overnight mail, to the persons listed below, or shall be deemed given five (5) business days after deposit in the United States mail, certified and postage prepaid, return receipt requested and addressed as follows, or at such other address as any party may from time to time specify to the other parties in writing. Notices may be delivered by facsimile or other electronic means, provided that they are

also delivered personally or by overnight or certified mail. Notices shall be transmitted so that they are received within the specified deadlines.

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Castle & Cooke Properties, Inc.
Attn: Legal Department
Address: 680 Iwilei Road, Suite 510
City/State/Zip: Honolulu, HI 96817
Phone: (808) 548-4890
Email Address: tfukuhara@castlecooke.com

7.3 Coordination. Pūlama Lānaʻi, the Service, and if appropriate CCPI shall meet annually, on a specific date to be mutually agreed upon by all parties, to discuss implementation of this MOU, coordinate future activities, discuss proposed budgets, and assess the status of Covered Species. CCPI shall be included in any meetings regarding implementation of this MOU in the Wind Farm area. No later than November 30 of each year, Pūlama Lānaʻi and the Service, to the extent that the Service has undertaken action on the ground independently of Pūlama Lānaʻi pursuant to Sections 4.1.2, 4.1.3, 4.2.11 or 4.3.7 of this MOU, will provide each other with a written annual report of activities related to conservation on the Island of Lānaʻi. The report shall summarize conservation activities pursuant to this MOU including quantitative measures whenever possible. Measures may include but are not limited to (1) location and acres or miles of fence line constructed or repaired, (2) approximate number, sex, and species of ungulates removed, (3) location and acres of weed removal, (4) number by species of native plants or Covered Species outplanted, and (5) monitoring results.

7.4 Assignment and Delegation to Nonprofit Entity; CCPI Assignment and Delegation. Pūlama Lānaʻi hereby reserves the right, but shall not have any obligation to,

assign all or part of its rights and delegate all or part of its duties under this MOU to a nonprofit entity. CCPI hereby reserves the right, but shall not have any obligation to, assign its rights and delegate its duties under this MOU in whole or in part to any affiliate or third party entity that is the tenant under a lease for the Wind Farm (including the related Wind Farm cable, converter station and transmission facilities) with Pūlama Lāna‘i. The parties shall provide the Service with written notice of any such assignment or delegation.

7.5 Dispute Resolution. The parties recognize that: (a) disputes concerning implementation of, compliance with, or termination of this MOU may arise from time to time; or (b) unforeseen issues may arise, including but not limited to the need for currently unforeseeable development in the No Development Areas. The parties agree to work together in good faith to resolve such disputes, using the informal dispute resolution procedures set forth in this Section 7.5, or such other procedures upon which the parties may later agree. However, if at any time any party determines that circumstances so warrant, it may terminate its participation in this MOU pursuant to Section 6 without waiting to complete informal dispute resolution.

7.5.1. Informal Dispute Resolution Process. Unless the parties agree upon another dispute resolution process, the parties may use the following process to attempt to resolve disputes: (a) the aggrieved party will notify the other parties of the basis for the dispute, and the requested resolution; (b) the other parties will have 30 days, or such other time as may be agreed, to respond. During this time the parties may seek clarification of the information provided in the initial notice. The aggrieved party will use its best efforts to provide any information then available to it that may be responsive to such inquiries. Within 30 days after such response was provided or was due, representatives of the parties having authority to resolve the dispute will meet and negotiate in good faith toward a solution satisfactory to all parties, or will establish a specific process and timetable to seek such a solution and if any issues cannot be resolved through such negotiations, the parties may consider non-binding mediation and other alternative dispute resolution processes. If a dispute resolution process is agreed upon, the parties will make good faith efforts to resolve all remaining issues through that process.

7.6 Signatures in Counterpart. This MOU may be executed in counterpart. A complete original of this MOU shall be maintained in the official records of each of the parties hereto.

7.7 No Third-Party Beneficiaries. Without limiting the applicability of rights granted to the public pursuant to the ESA or other federal or state law, this MOU shall not create any right or interest in the public, or any member thereof, as a third-party beneficiary hereof, nor shall it authorize anyone not a party to this MOU to maintain a suit for personal injuries or damages pursuant to the provisions of this MOU. The duties, obligations, and responsibilities of the parties to this MOU with respect to third parties shall remain as imposed under existing law.

7.8 Relationship to the ESA and Other Authorities. The terms of this MOU shall be construed in accordance with the ESA and other applicable federal and state law. In particular, nothing in this MOU is intended to supersede the requirements of the ESA or limit the authority of the Service to seek penalties or otherwise fulfill its responsibilities under the ESA. Moreover, nothing in this MOU is intended to limit or diminish the legal obligations and responsibilities of the Service as an agency of the federal government. Nothing in this MOU will limit the right or obligation of any federal agency to engage in consultation required under Section 7 of the ESA or other federal law.

7.9 Availability of Funds. Implementation of the Service's obligations under this MOU is subject to the requirements of the Anti-Deficiency Act and the availability of appropriated funds. Nothing in this MOU will be construed by the parties to require the obligation, appropriation, or expenditure of any money from the U.S. Treasury. The parties acknowledge that the Service will not be required under this MOU to expend any federal agency's appropriated funds unless and until an authorized official of the agency affirmatively acts to commit to such expenditures as evidenced in writing.

7.10 References to Regulations. Any reference in this MOU to any regulation or rule of the Service shall be deemed to be a reference to such regulation or rule in existence at the time an action is taken.

7.11 Applicable Laws. All activities undertaken pursuant to this MOU must be in compliance with all applicable state and federal laws and regulations.

7.12 Successors and Assigns. The intention of the parties is that this MOU shall apply to their respective successors and assigns.

7.13 Critical Habitat. Pūlama Lāna'i and CCPI intend that the Service will consider the benefits of the conservation measures provided in this MOU in weighing the benefits of designating Lāna'i property as critical habitat for Covered Species versus the benefits of excluding Lāna'i property in the designation, as allowed by Section 4(b)(2) of the ESA; provided, however, that Pūlama Lāna'i and CCPI acknowledge that the Service has not decided against designating critical habitat on Lānai, and nothing in this MOU shall be construed as either (i) a commitment to exclude any Lāna'i property from critical habitat designation or (ii) any other predecisional action, in any case, to the extent that the same would be in violation of federal law.

7.14 Definitions

1. **"Coastal Plant Protection Area"** means the areas shown on Exhibit D for the protection of Coastal Species.
2. **"Coastal Species"** include the following plant species: *Canavalia pubescens*, *Hibiscus brackenridgei*, *Portulaca sclerocarpa* and *Sesbania tomentosa*. One or more Coastal Species may also be identified as Lowland Species for purposes of this MOU.

3. **“Covered Species”** include the Coastal Species, Lāna‘ihale Species, and Lowland Species as each term is defined in this section.
4. **“Existing Lāna‘ihale Fences”** means the fences existing in the Lāna‘ihale area on the island of Lāna‘i as of the Effective Date of this MOU, the approximate location of which is shown on Exhibit E.
5. **“Kānepu‘u Preserve”** means the area that is the subject of the Grant of Conservation Easement (Lāna‘i /Kanepuu) between Dole Food Company, Inc. and The Nature Conservancy dated November 22, 1991 and recorded with the Bureau of Conveyances on November 25, 1991.
6. **“LNRP”** means a Lāna‘i Natural Resources Plan, a planning document establishing landscape-level management of natural resources on Lāna‘i based on proven conservation biology and ecosystem management principles.
7. **“Lāna‘ihale No Development Area”** means the area shown on Exhibit G for the protection of Lāna‘ihale Species. The boundary between the Lāna‘ihale No Development Area and the Koele Project District is intended to follow the existing fence in that area.
8. **“Lāna‘ihale Species”** include the following plant species: *Adenophorus periens*, *Asplenium dielerectum* (*Diellia erecta*), *Bidens micrantha* ssp. *kalealaha*, *Brighamia rockii*, *Clermontia oblogifolia* ssp. *mauiensis*, *Ctenitis squamigera*, *Cyanea gibsonii*, *Cyanea lobata* ssp. *baldwinii*, *Cyanea munroi*, *Cyrtandra munroi*, *Diplazium molokaiense*, *Hesperomaniia arborescens*, *Kadua cordata* var. *remyi* (*Hedyotis schlectendahliana* var. *remyi*), *Kadua laxiflora* (*Hedyotis mannii*) *Labordia tinifolia* var. *lanaiensis*, *Melicope munroi*, *Neraudia sericea*, *Phyllostegia haliakalae*, *Pleomele fernaldii*, *Santalum haleakalae* var. *lanaiense*, *Solanum incompletum*, *Viola lanaiensis*, *Zanthoxylum hawaiiense*, and the Lāna‘i tree snails, *Partulina semicarinata*, and *Partulina variabilis*. The Service has identified the Lāna‘ihale Species in connection with the Lowland Wet, Montane Wet, Dry Cliff and Wet Cliff ecosystems on Lāna‘i. Lāna‘ihale Species may also be identified as Lowland Species for purposes of this MOU.
9. **“Lowland Conservation Management Area”** is the area within the Lowland Ecosystem Area (Exhibit F) selected by Pūlama Lāna‘i in the LNRP as provided in Section 4.2.2, above for the protection of Lowland Species.
10. **“Lowland Ecosystem Area”** includes portions of the Lowland Dry and Lowland Mesic ecosystems on the Island of Lāna‘i as shown on the map attached as Exhibit F. Pūlama Lāna‘i will select the Lowland Conservation Management Area from within the Lowland Ecosystem Area, as provided in Section 4.2.2, above. The Lowland Ecosystem Area is identified solely for the purpose of indicating the region within which Pūlama Lāna‘i will select the Lowland

Conservation Management Area, and is not intended to define entire areas for natural resources management or conservation. After the Lowland Conservation Management Area is designated, the Lowland Ecosystem Area shall cease to exist for purposes of this MOU.

11. **“Lowland Species”** include the following plant species: *Abutilon eremitopetalum*, *Abutilon menziesii*, *Asplenium dielerectum* (*Diellia erecta*), *Bidens micrantha* ssp. *kalealaha*, *Cenchrus agrimoniodes* ssp. *agrimoniodes*, *Clermontia oblongifolia* ssp. *mauiensis*, *Cyperus fauriei*, *Cyperus trachysanthos*, *Diplazium molokaiense*, *Hibiscus brackenridgei*, *Kadua cordata* var. *remyi* (*Hedyotis schlechtendahlia* var. *remyi*), *Kadua laxiflora* (*Hedyotis mannii*), *Labordia tinifolia* var. *lanaiensis*, *Neraudia sericea*, *Pleomele fernaldii*, *Santalum haleakalae* var. *lanaiense*, *Schenkia sebaeoides* (*Centaurium sebaeoides*), *Sesbania tomentosa*, *Silene lanceolata*, *Solanum incompletum*, *Spermolepsis hawaiiensis*, *Tetramolopium lepidotum* ssp. *lepidotum*, *Tetramolopium remyi*, and *Vigna o-wahuensis*. The Service has identified the Lowland Species in connection with the Lowland Dry and Lowland Mesic ecosystems on Lāna‘i. One or more Lowland Species may also be identified as Coastal Species or Lāna‘ihale Species in this MOU.

12. **“Tree Snails”** means *Partulina semicarinata* and *P. variabilis*.

13. **“Wind Farm”** means a planned 200 to 400 MW wind farm project on approximately 7,000 acres of land in the northwest corner of the Island of Lāna‘i, including cable and transmission facilities.

7.15 **Advance Review of Press Releases.** The Service, Pūlama Lāna‘i and CCPI will obtain prior approval from each other of all press releases that refer to this MOU or to the other parties to this MOU in any manner related to this MOU or related to conservation activities on the Island of Lāna‘i. Such prior approval rights also apply to the name or title of any employee of any of the parties hereto in connection with this MOU. It is also the intent of the parties that for public presentations, discussions or comments there will be advance notice and opportunity for collaboration on content.

7.16. **Endorsements; Use of Logo.** Nothing in this MOU may be interpreted to imply that the United States, the Department of the Interior, or the Service endorses any action or policy of any other Party. The parties will not take any action or make any statement that suggests or implies such endorsement. Use by Pūlama Lāna‘i or CCPI of any federal insignia, logo or design is prohibited without written authorization of the Service.

7.17. **Entire Agreement.** This MOU is the entire agreement between the parties and replaces and supercedes the Memorandum of Agreement between Castle & Cooke Resorts, LLC and United States Fish and Wildlife Service made and effective as of December 13, 2002.

IN WITNESS WHEREOF, THE PARTIES HERETO have executed this Memorandum of Understanding to be executed as of the date therein written below:

U.S. DEPARTMENT OF THE INTERIOR
FISH AND WILDLIFE SERVICE

By: Michael Canier

Title: Acting Field Office Supervisor

Date: Jan. 24, 2015

LĀNA'I RESORTS, LLC
a Hawai'i limited liability company

By: Joe MS

Title: COO

Date: 1/25/2015

CASTLE & COOKE PROPERTIES, INC.
a Hawai'i corporation

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, THE PARTIES HERETO have executed this Memorandum of Understanding to be executed as of the date therein written below:

**U.S. DEPARTMENT OF THE INTERIOR
FISH AND WILDLIFE SERVICE**

By: _____

Title: _____

Date: _____

LĀNA'I RESORTS, LLC
a Hawai'i limited liability company

By: _____

Title: _____

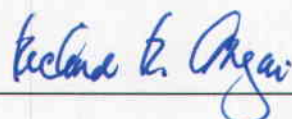
Date: _____

CASTLE & COOKE PROPERTIES, INC.
a Hawai'i corporation

By:  _____

Title: **President**

Date: **January 26, 2015**

By:  _____

Title: **Vice President & Controller**

Date: **January 26, 2015**

Exhibit A – Acceptable Area to Locate Increment 3 Fence
Exhibit B – Core Cluster Fences
Exhibit C – Tree Snail Exclosure
Exhibit D – Coastal Plant Protection Areas
Exhibit E – Existing Lāna‘ihale Fences
Exhibit F – Lowland Ecosystem Area
Exhibit G – Lāna‘ihale No Development Area
Exhibit H – Intent, Expectations and Standards for Management Activities in No Development Areas
Exhibit I – Lāna‘ihale Infrastructure
Exhibit J—Well and Infrastructure location

Exhibit A. Acceptable Areas to Locate Increment 3 fence.

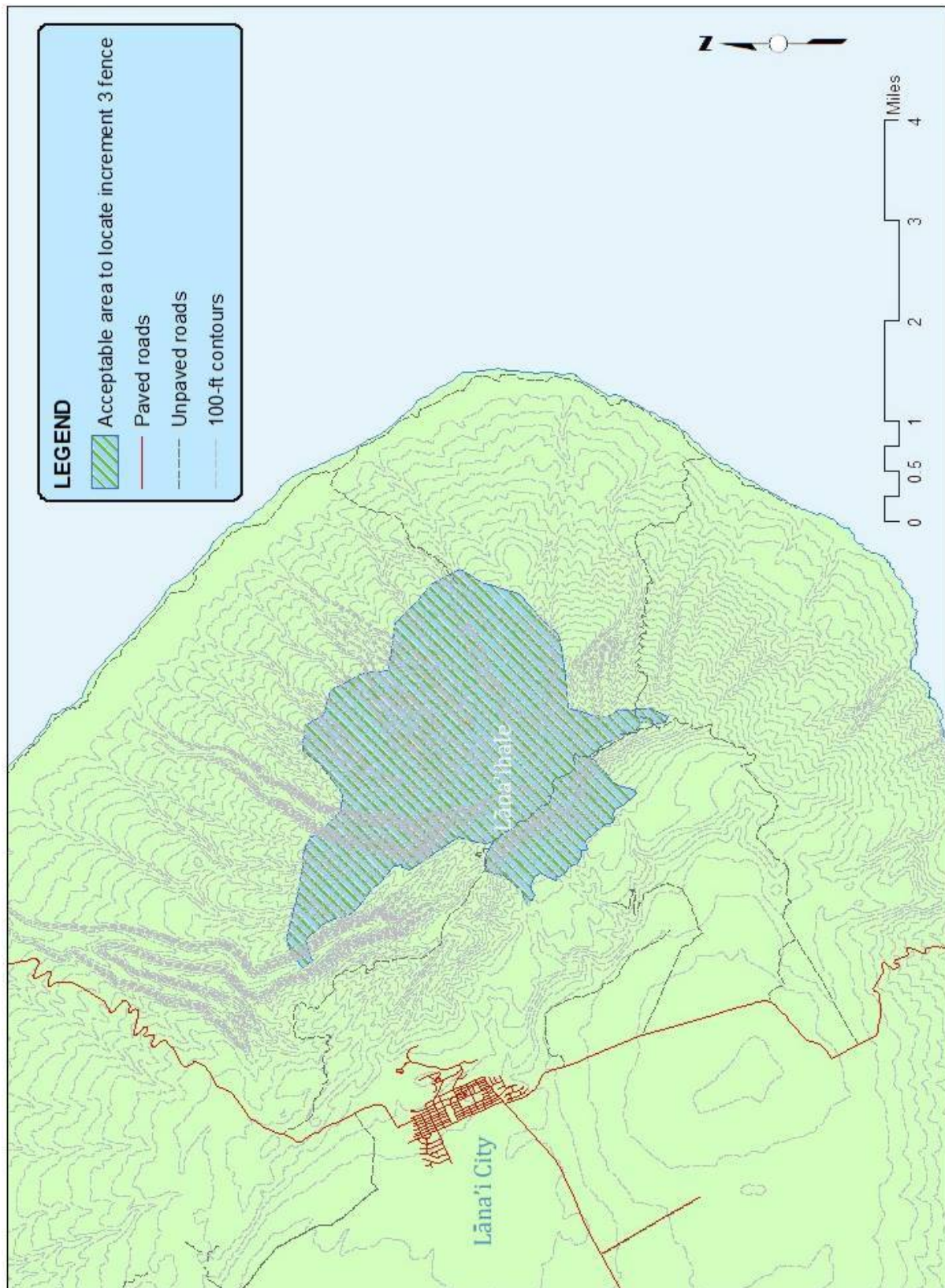


Exhibit B. Core Cluster Fences.

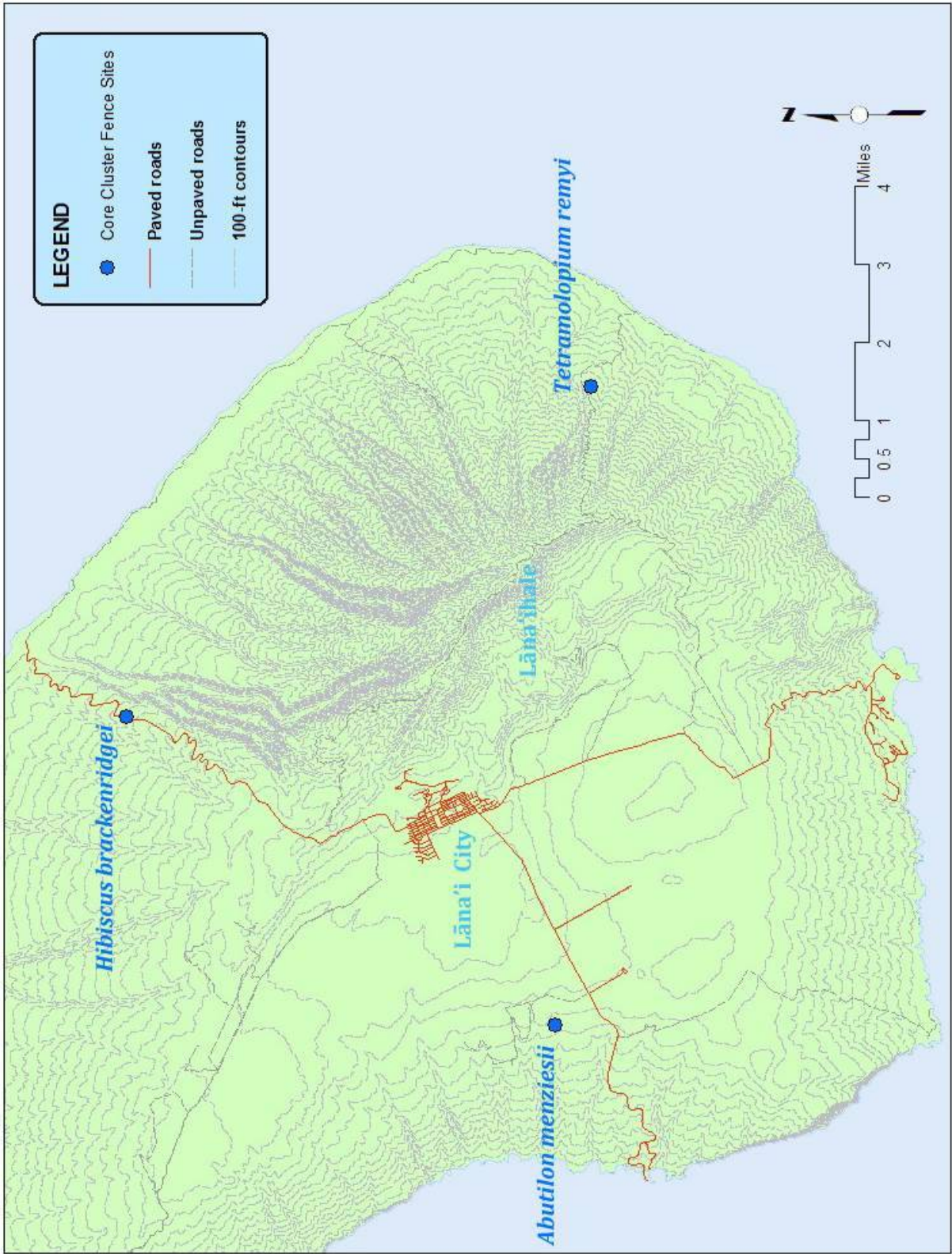


Exhibit C. Tree Snail Exclosure.

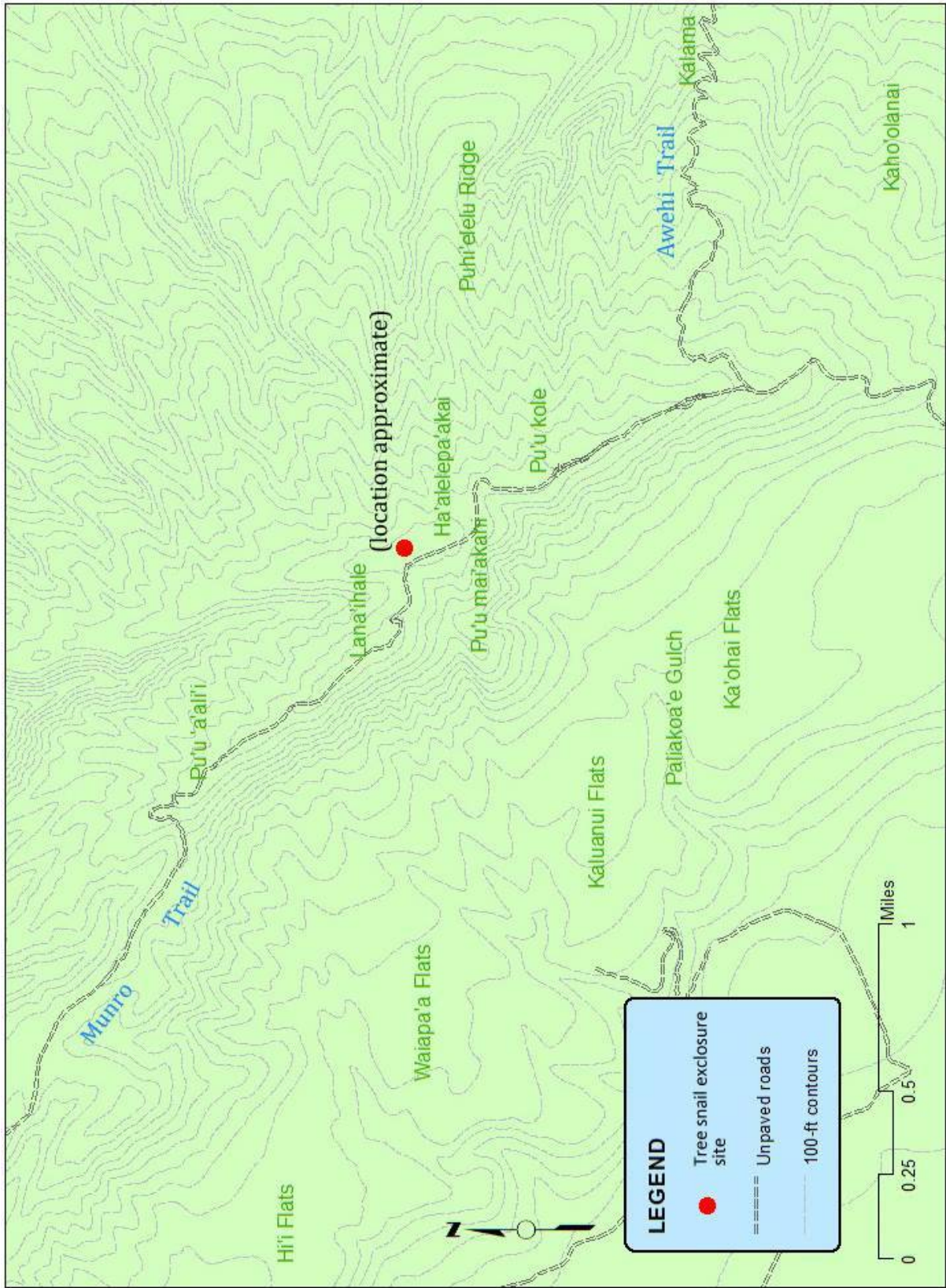


Exhibit D. Coastal Protection Areas.

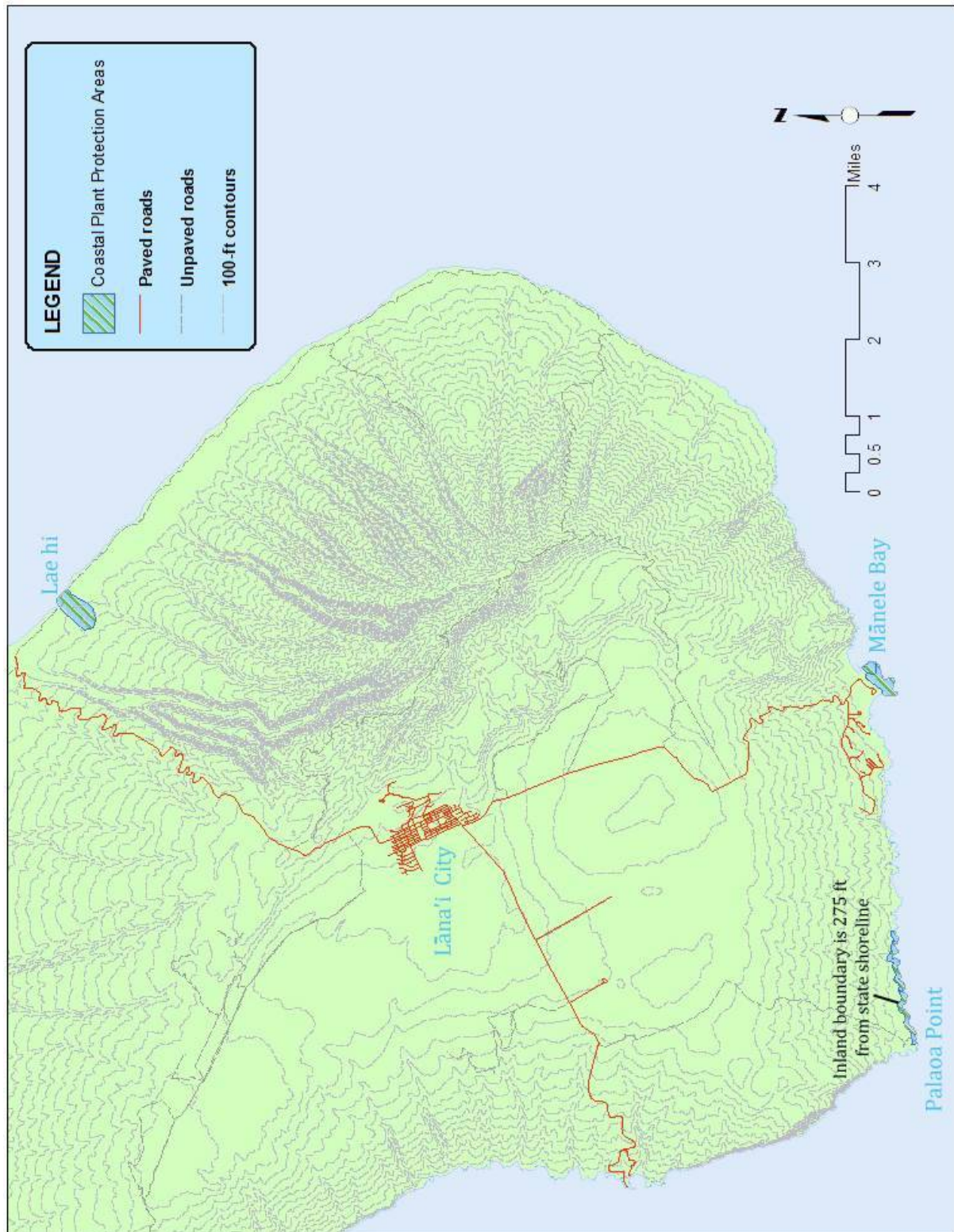


Exhibit E. Existing Lāna‘ihale Fences (approximate locations).

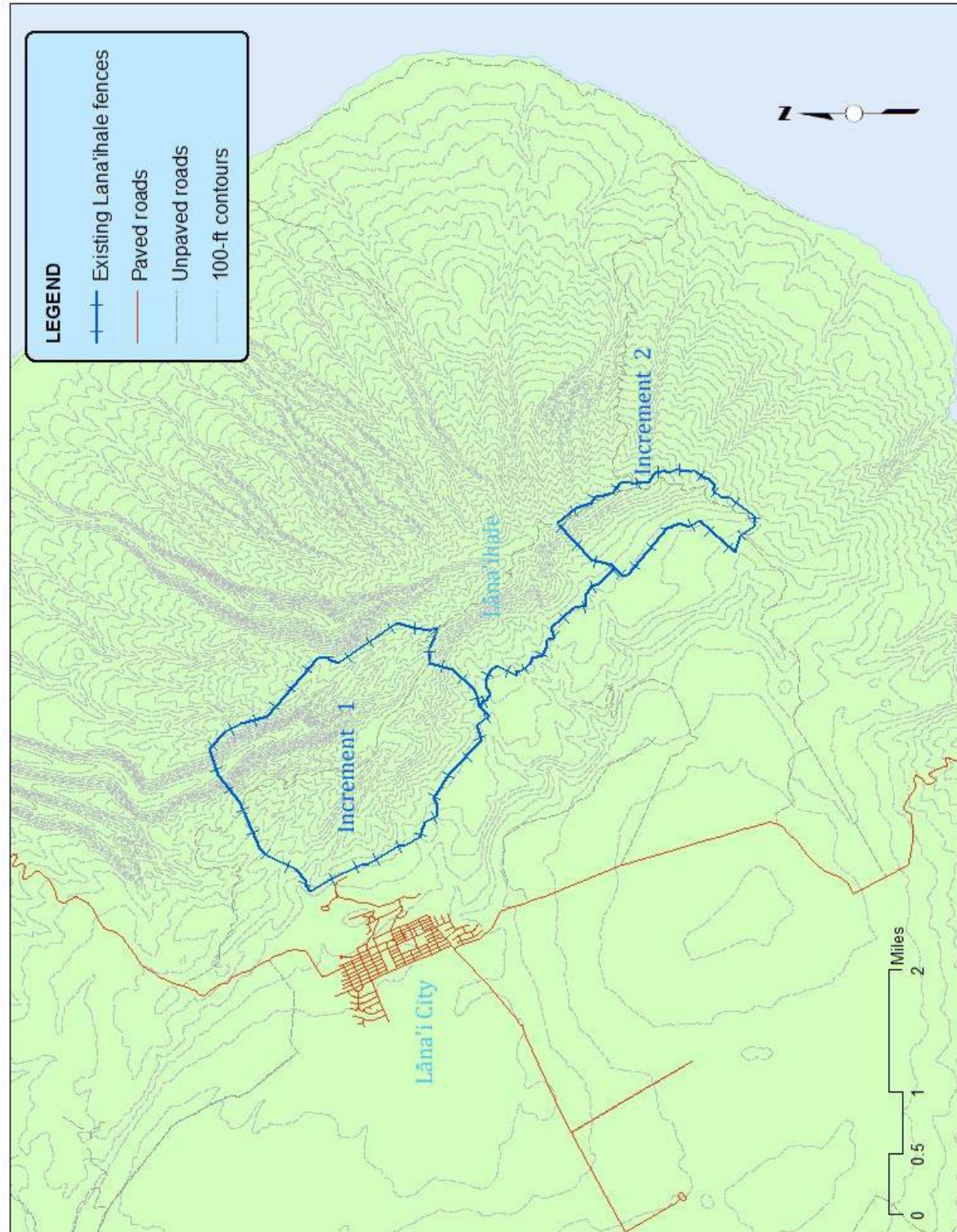


Exhibit F. Lowland Ecosystem Area.

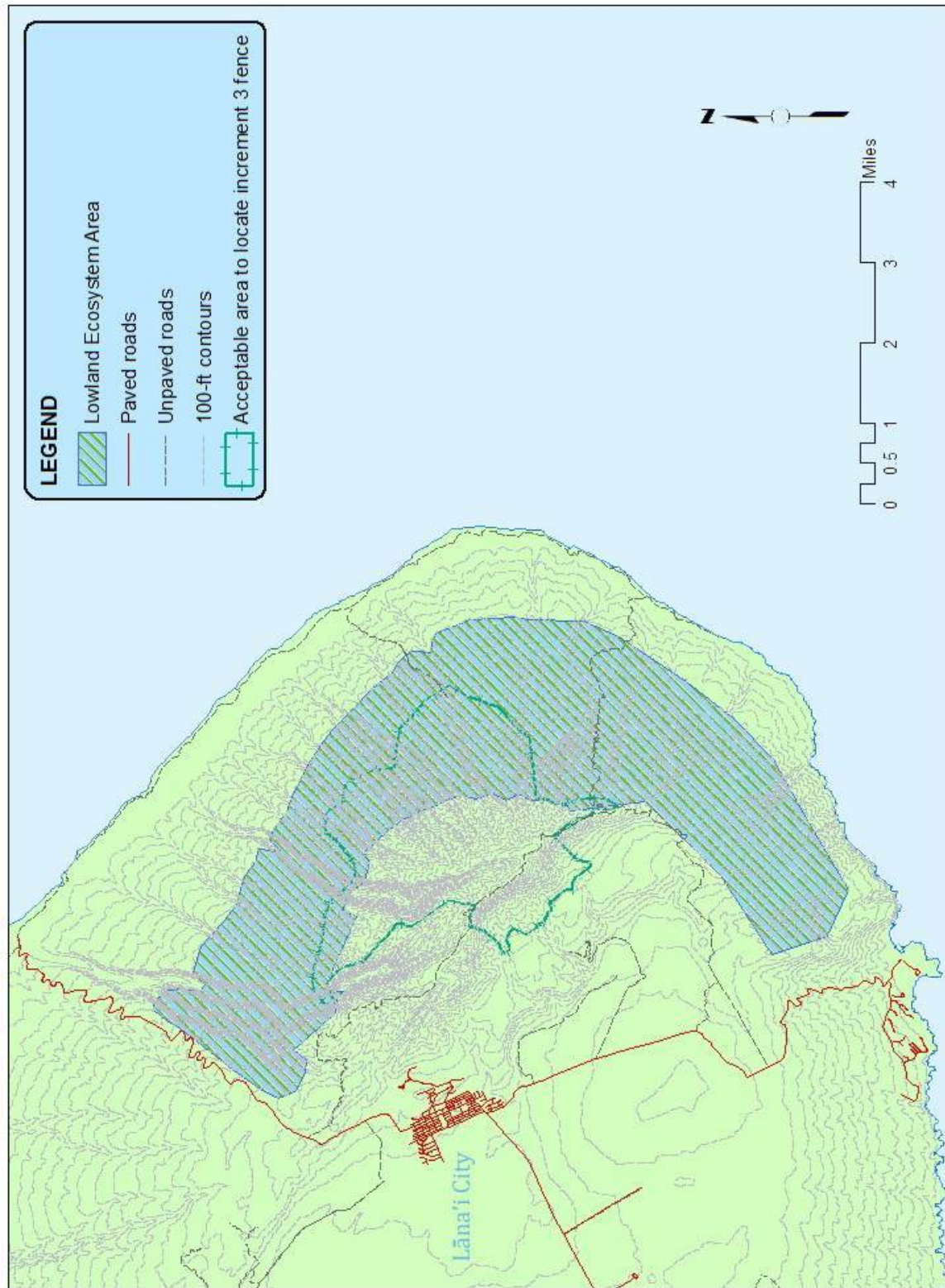


Exhibit G. Lānaʻihale No Development Area.

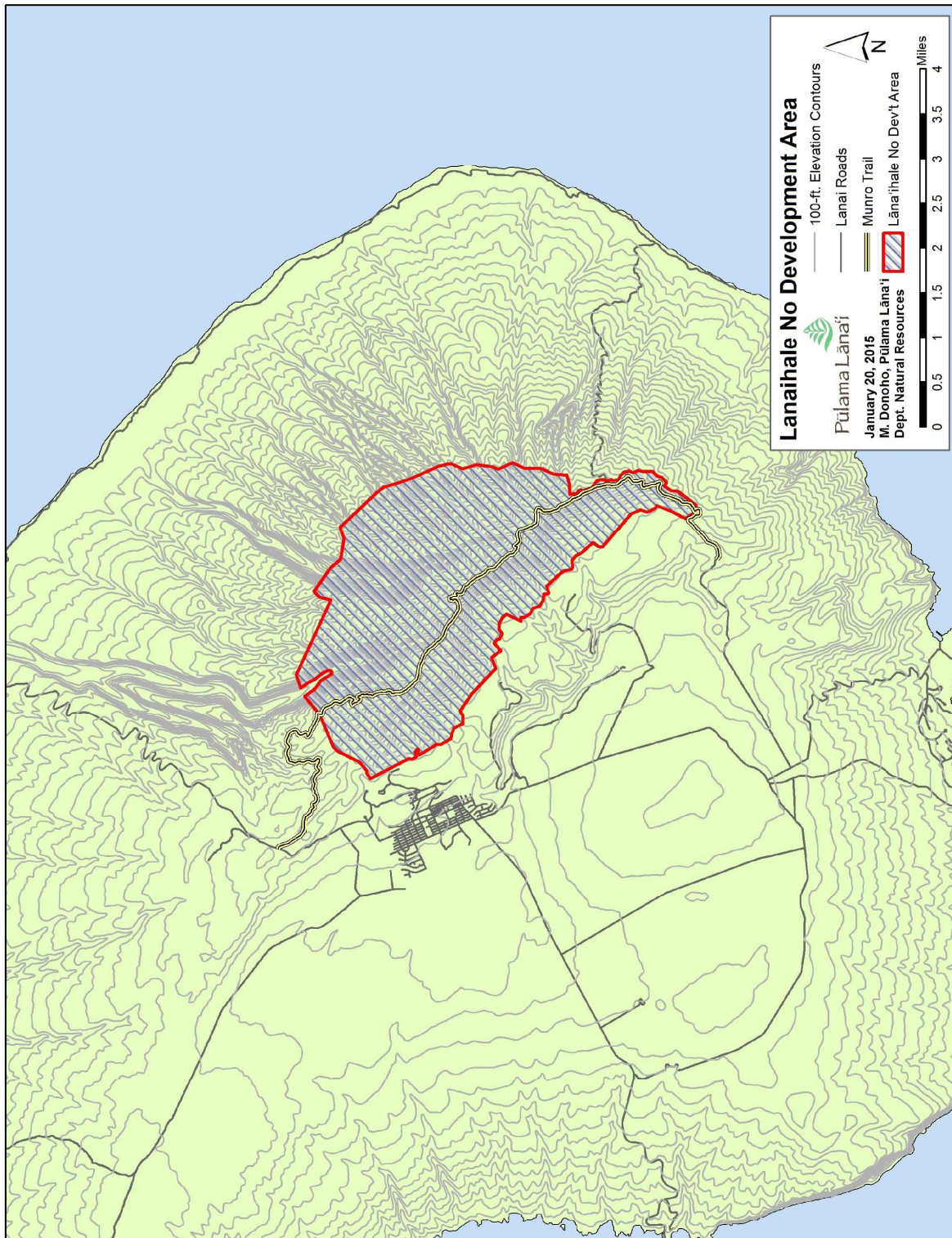


Exhibit H. Existing Infrastructure and Standards for Management Activities in No Development Areas

1. Summary of Existing Infrastructure and Activities

Existing infrastructure, development and activities in the No Development Areas are limited to the following, as shown on the attached Exhibit I—

- A. The Munro Trail, a narrow unpaved road, accessible by four wheel drive only, that traverses the Lānaʻihale No Development Area. The Munro Trail provides access to Lānaʻihale for maintenance of existing fences, conservation work (including removal of invasive species, game management and erosion control), and access to existing communications facilities, power lines and wellheads. The Munro Trail has historically been maintained only as necessary—on average approximately once per year.

Past maintenance work has included use of heavy equipment such as graders or bulldozers to address soil movement, potholes and ruts too large or deep to permit safe access. Portions of the Munro Trail on or adjacent to steep terrain have been subject to small landslides that have deposited dirt and rocks on the road surface, or have resulted in portions of the road surface sliding downhill. On these occasions, equipment is used to push dirt and rocks off the road surface, or when necessary, to cut into existing adjacent slopes in order to restore the road to a width allowing safe passage of vehicles.

It is the intent of Pūlama Lānaʻi to continue these road maintenance practices and take any other actions necessary to allow continued safe passage of vehicles on the Munro Trail. Pūlama Lānaʻi does not intend to undertake generalized widening or improvement of Munro Trail, nor does it intend to pave the surface of Munro Trail. Rental car companies on Lānaʻi currently prohibit their customers from driving any vehicles, including four wheel drive vehicles, on Munro Trail. Pūlama Lānaʻi does not intend to encourage any changes to the car rental companies' prohibition, in recognition of the need to preserve this important watershed area.

- B. Communications facilities (the Harman Communication Facility, the State of Hawaiʻi Puʻu Kilea facility, and the Maui County Communication Facility) exist within the Lānaʻihale No Development Area and are necessary for the health and safety of Lānaʻi residents, and other residents of the State of Hawaiʻi.

Maintenance of this infrastructure is not known to be done on a regular schedule, but reactively, as weather or vegetation growth impacts the facilities. Maintenance of existing facilities is conducted by parties other than Pūlama Lānaʻi. In addition, because Lānaʻihale provides unique necessary lines-of-sight to portions of Lānaʻi, Oahu and Maui, it is an important site for communications and could potentially become subject to installation of new or expanded communications infrastructure. Pūlama Lānaʻi presently plans no such installation of its own within the No Development Areas during the term of this MOU. Pūlama Lānaʻi will develop and maintain any future communications facilities of its own, and require others to maintain and develop their facilities, consistent with the MOU.

- C. Wellheads and water tanks exist within the Lāna‘ihale No Development Area and are necessary for the health and safety of Lāna‘i residents. Maintenance of this infrastructure is not known to be done on a regular schedule, but reactively, as weather or vegetation growth impacts the facilities.

One additional wellhead is planned for development by Pūlama Lāna‘i within the Lāna‘ihale No Development Area and will occur as described in Section 4.3.2(1) of the MOU.

- D. Power Lines exist within the Lāna‘ihale No Development Area and are necessary for the health and safety of Lāna‘i residents. Maintenance of this infrastructure is not known to be done on a regular schedule, but reactively, as weather or vegetation growth impacts the facilities.
- E. Water lines exist within the Lāna‘ihale No Development Area and are necessary for the health and safety of Lāna‘i residents. Maintenance of this infrastructure is not known to be done on a regular schedule, but reactively, as weather or vegetation growth impacts the facilities.
- F. Narrow dirt foot trails (generally subject to non-motorized use) also traverse portions of the Lāna‘ihale No Development Area and other NDAs, and are subject to informal and irregular maintenance. Pūlama Lāna‘i does not intend to undertake generalized widening, improvement, or pavement of these trails, to make them more suitable or accessible to motorized use, or to otherwise alter current use and general condition.

The NDAs are not expected to be subject to infrastructure development/management beyond the facilities and general and customary practices described above.

2. Protocols and Best Management Practices

Subject to the provisions of the MOU permitting activities to restore access, power, water and communications in the event of any emergency, for any construction, ground-disturbing activities, or other activities that disturb, disrupt, or degrade Covered Species and their habitats within NDAs, Pūlama Lāna‘i will follow the protocols and practices outlined below, and, if applicable, shall comply with the provisions of Sections 4.3.5 and 4.3.8 of the MOU :

A. Project Planning Phase

- (1) Gather location information for the Covered Species, suitable habitat, and unsuitable-but-restorable habitat in potential project areas by consulting with the State of Hawai‘i Department of Land and Natural Resources, the U.S. Fish and Wildlife Service, the Plant Extinction Prevention Program (PEPP) and other known sources of threatened or endangered species data.
- (2) If the Covered Species or Tree Snails, or suitable habitats are known from the vicinity of potential project areas or suitable habitat is present, plan to conduct field surveys.

- (3) Prior to field surveys, Pūlama Lāna‘i will provide any known maps (as hard-copy and GIS files) to a surveyor showing all known locations for the Covered Species or Tree Snails, and for suitable habitat and restorable habitat, as well as the proposed areas of disturbance. Maps should include roads, water and power lines, communication facilities, all other work areas, and any area liable to be subjected to ground disturbance. These maps should be updated as new sites are proposed.
- (4) If populations of Covered Species or Tree Snails or if suitable habitat or unsuitable-but-restorable habitat are found during surveys, assure that they are placed on updated project maps.
- (5) Projects will be planned and designed such that surface occupancy or ground disturbance will be avoided to the greatest extent feasible in known occupied habitat or suitable habitat for the Covered Species or Tree Snails at any phase in the project. As one measure to assure this, where Covered Species or Tree Snails occur in a project area, an avoidance buffer of at least 200 feet will be established if possible around the occupied habitat. The ≥ 200 foot buffer reduces dust transport, weed invasion and unauthorized vehicular activities.
- (6) Where avoidance is not feasible, impacts to Covered Species can be reduced by placing temporary fencing or other barriers around the footprint of the project so that vehicles don't go any further than needed and the sensitive habitat is avoided as much as possible. To avoid working in habitat and drawing attention to it, the edge of disturbance should be fenced, not the nearby populations. Additionally, Tree Snails may be relocated to the Tree Snail Exclosure, either by the Service or by a properly qualified tree snail expert approved by the Service. Unavoidable adverse impacts will be mitigated as described in Section 4.3.8 of this MOU.
- (7) Communication of the importance of habitat protection with those working on the project is vital to the success of fencing or barriers.
- (8) Prepare a restoration, revegetation and weed management plan prior to ground-disturbing activities. The plan will require restoration of native plant communities, especially any Covered Species for which suitable habitat or unsuitable-but-restorable habitat occurs in the project vicinity. This consideration of Covered Species will occur regardless of whether restoration of those species and habitats is required for mitigation. Seeding or planting native plants may need to be repeated until successful.
- (9) Develop monitoring plans for the Covered Species, revegetation efforts and noxious weed management.
- (10) Minimize impacts to habitat through appropriate and creative project planning. Some examples of appropriate and creative project planning include:
 - Minimize the depth of roadbed excavation to minimum requirements.
 - Place signs to limit off-road travel in sensitive areas.

- Replacement waterlines and electrical powerlines should be placed within or adjacent to established road corridors when possible to minimize disturbance.

B. Pre-Ground Disturbance Fieldwork Phase

- (1) Field surveys will occur to determine if any Covered Species or occupied habitats are present.
- (2) Field surveys will be conducted by qualified individual(s) with appropriate expertise, according to commonly accepted survey protocols, and using suitable GPS equipment.
- (3) Field surveys will be conducted at a time when the Covered Species can be detected and accurately identified.
- (4) Field surveys will be completed across the project disturbance area and include a 200 foot buffer around the project area. In some cases the topographic setting may impede covering the full recommended survey area. Surveys should provide a list of species encountered during the survey.
- (5) If Covered Species or Tree Snails are found within the survey area, the surveyor will determine the complete extent of the occurrence and the approximate number of individuals within the occurrence, including for portions of the occurrence that extend beyond the previously delineated project disturbance area. Occurrences should be delineated by GPS and the results imported to GIS for inclusion on updated project maps.
- (6) Document and map noxious weeds for later treatment.
- (7) Erect temporary fencing or other barriers and necessary signage to restrict ground disturbance to the previously determined project footprint.

C. Project Implementation Phase

- (1) Verify that adequate field surveys and all other planning phase activities have been completed. If new locations of Covered Species or Tree Snails were found during surveys, ensure that they are shown on updated project maps.
- (2) Control erosion and polluted runoff in areas that potentially impact any Covered Species or Tree Snails.
- (3) Ensure that a botanical expert is on site when clearing of vegetation occurs in the vicinity of Covered Species.
- (4) Qualified personnel should perform frequent and timely inspections of development sites and occurrences of Covered Species or Tree Snails to ensure that BMPs are being followed, and to identify areas of potential conflict.

- (5) Restrict motorized travel to designated roads and trails. Routes will be designated and marked prior to implementation.
- (6) Prevent plumes of dust and particulate matter from impacting Covered Species or Tree Snails' habitat. If possible, dust abatement applications should be comprised of water only.
- (7) Minimize disturbance to soil and native vegetation as much as possible.
- (8) Wash vehicles and other equipment to reduce the spread of noxious weeds from other areas.

D. Management of Revegetation and Invasive Plants

- (1) Monitor project areas for new weed infestations. Noxious weeds in close proximity (within 100 feet) to the Covered Species should be the highest priority for control. Ensure that the Covered Species are protected from undue damage resulting from weed control efforts.
- (2) Control noxious weeds using integrated techniques. Limit chemical control in areas with Covered Species to avoid damage to non-target species. Mechanical or chemical control in and near rare plant habitat will only be implemented by (or under the direct supervision of) personnel familiar with the rare plants.
- (3) Minimize the disturbed area through interim and final reclamation.
- (4) Close and restore any staging areas or other disturbed areas to native vegetation quickly once they are no longer needed.
- (5) When timely natural regeneration of the native plant community is not likely to occur, carefully select and use native species that will not compete with or exclude botanical resources for revegetation efforts. Bare sites should be seeded with native plant species as soon as appropriate to prevent establishment of undesirable plant species. Nonnative plant species will not be used.
- (6) Selection of appropriate species for revegetation is site-specific. Experts should be consulted to identify appropriate revegetation species. The selection of appropriate species for revegetation directly influences the success or failure of revegetation efforts.
- (7) Where a site presents an opportunity for successful restoration of Covered Species, is not located in an area where there is a likelihood of future disturbance, and doing so would also result in reclamation and stabilization of the site at least functionally and temporally equivalent to that which would occur through natural revegetation by other native species, the Covered Species should be utilized for revegetation, subject to the existence of necessary or desired permits or agreements and available seeds and propagules.

- (8) Ensure that any products or tools used for revegetation or erosion control are free of noxious weeds.

E. Post-Project Monitoring Phase

- (1) Monitoring is more likely to succeed if properly planned. Collection of baseline data, prior to any impact, is vital. Develop and implement a monitoring plan.
- (2) Monitor the long-term success of revegetation efforts to ensure successful establishment of desired species and detect any noxious weed infestations. If revegetation is unsuccessful, continue efforts to establish native species in disturbed sites.
- (3) Develop and implement monitoring and management for noxious weeds, especially in revegetation areas. Plans should result in detection of new infestations, documentation of the extent and spread of existing weeds, and treatments to reduce weed spread and occurrence.

Exhibit I – Lānaʻihale Infrastructure

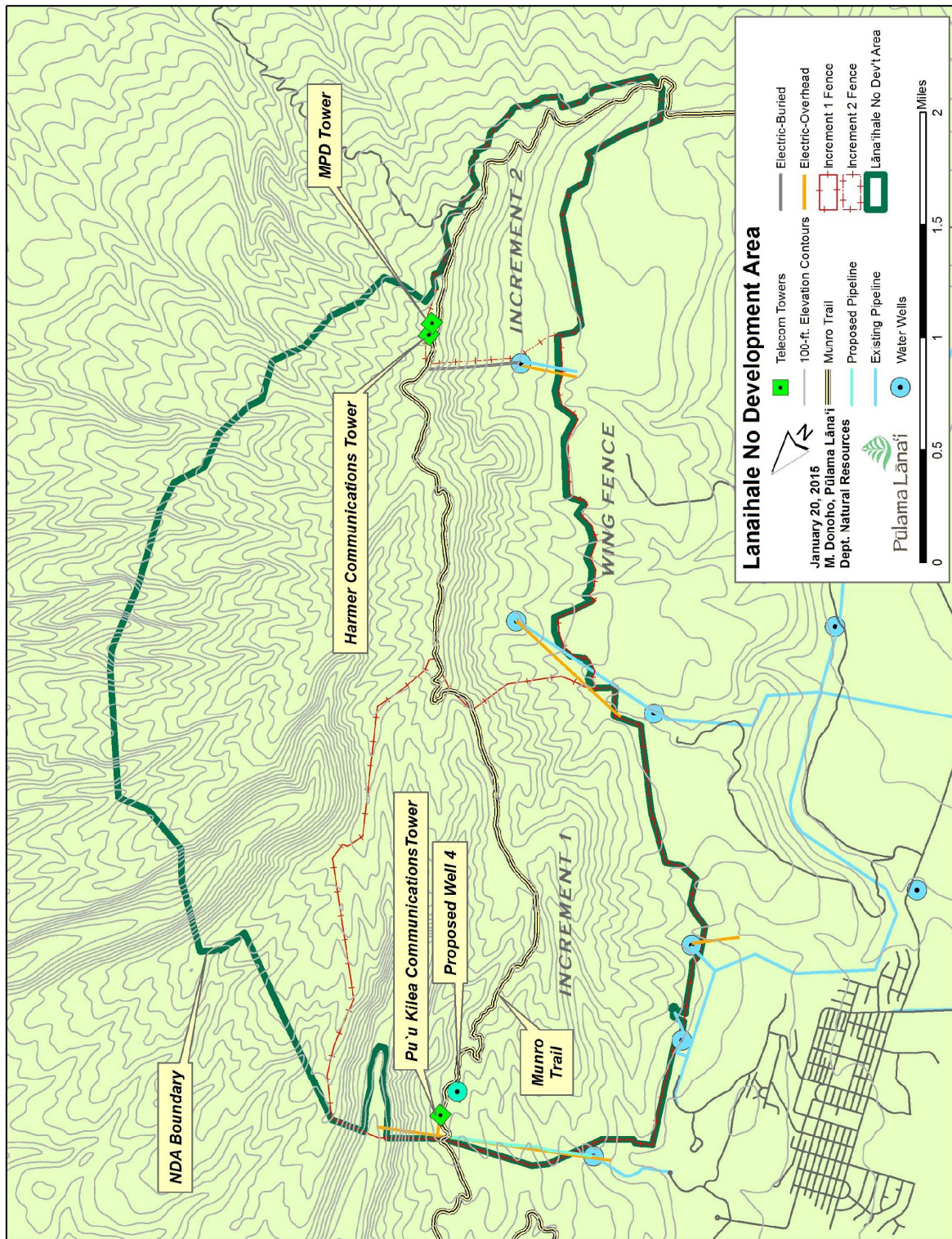


Exhibit J—Well and Infrastructure location

