

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

June 13, 2008

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

Land Board Members:

SUBJECT: Request Approval of Contract with Patrick and Sheila Conant to Participate in the State Forest Stewardship Program.

**Background:**

The Hawaii State Forest Stewardship (FS) Program provides technical and financial assistance to private landowners committed to the stewardship, conservation and enhancement of important forest resources that provide a variety of private and public benefits. This assistance encourages and enables private landowners to develop and implement long-term multi-resource management plans to restore and maintain primary forest values including timber productivity, watershed productivity, wildlife habitat availability, non-timber forest product diversity, recreational opportunities and native forest resources. The Program became effective through Act 327, SLH 1991. Annual funding is provided by the Conveyance Tax pursuant to Act 195, SLH 1993, Section 247-7, Hawaii Revised Statutes, whereby twenty-five percent of the amount collected from this tax is paid into the Natural Area Reserve fund from which funds are dispersed to the Forest Stewardship and Natural area Partnership Programs.

The Forest Stewardship Advisory Committee recommended assistance for the Conant Forest Stewardship Project at their meeting on March 7, 2008 in Volcano, Hawaii. The Conant Stewardship project proposes to restore, conserve, and manage 6.5 acres of native ohia/hapu'u forest on a 7 acre parcel. The Conant property is zoned Agriculture and Urban, corresponding to TMK 3-1-9-011:021 and 1-9-011:070. The Forest Stewardship Management Plan includes the control, eradication, or exclusion of alien pest, plants and animals; as well as conservation of native Hawaiian biodiversity by filling light gaps with native plants to restore the forest canopy. The Conant project will also include an education component for the surrounding community in conjunction with the Friends of Hawaii Volcanoes National Park.

The Forest Stewardship approval letter, project management plan, proposed contract, project maps, and supporting documents can be found in Exhibit A.

FOREST STEWARDSHIP AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the STATE OF HAWAII, by its Department of Land and Natural Resources, Division of Forestry and Wildlife (hereafter "STATE"), subject to approval given by the Board of Land and Natural Resources, and Patrick and Sheila Conant, (hereafter "LANDOWNER") whose addresses and taxpayer identification numbers are as follows: P.O. Box 1172 Volcano, HI 96785 Tax payer ID # [REDACTED] (Patrick Conant) and \_\_\_\_\_, Honolulu, HI Taxpayer ID # [REDACTED] [REDACTED] (Sheila Conant)

WITNESSETH

WHEREAS, Chapter 195F, Hawaii Revised Statutes (HRS), provides for the establishment of a forest stewardship program to encourage and assist private landowners in managing, protecting, and restoring important watersheds, native vegetation, fish and wildlife habitats, isolated populations of rare and endangered plants, and other forest lands that are not recognized as potential natural area reserves; and

WHEREAS, in accordance with HRS Chapter 195F and Title 13, Subtitle 5, Part 1, Chapter 109 of the Hawaii Administrative Rules (HAR), the LANDOWNER has applied, and qualifies, for participation in the forest stewardship program; and

WHEREAS, the LANDOWNER has submitted a forest stewardship management plan, as set forth in Attachment 1 hereto, that the STATE agrees is consistent with the policies, goals, and objectives of the forest stewardship program; and

WHEREAS, the STATE desires to assist the LANDOWNER in implementing the forest stewardship management plan with financial and other assistance; and

WHEREAS, money is available to fund this agreement pursuant to: Act 195, SLH 1993, Hawaii Revised Statutes, Section 247-7.

IN WITNESS WHEREOF, the parties execute this AGREEMENT by their signatures to be effective as of the date first above written.

STATE

By \_\_\_\_\_  
Chairperson of the Board of Land and  
Natural Resources

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

LANDOWNER

By Patrick Conant

Patrick Conant  
Print Name

Date April 19, 2008

By Sheila Conant

Sheila Conant  
Print Name

Date April 19, 2008

Approved by the Board of  
Land and Natural Resources on

\_\_\_\_\_

APPROVED AS TO FORM:

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

SPECIAL CONDITIONS REGARDING PRIMARY OBJECTIVE AND SCOPE OF SERVICES

SECTION 1 - SCOPE OF WORK

- 1.1 MANAGEMENT AREA - The project area to be managed is the PATRICK & SHEILA CONANT – stewardship area, native species restoration & habitat improvement; TMK NUMBERS 3-1-9-011:021 & 3-1-9-011:070 as designated on maps found in Exhibit A to this AGREEMENT.
  
- 1.2 THE PRIMARY OBJECTIVES - The STATE and PATRICK & SHEILA CONANT (hereinafter “LANDOWNER”) shall direct their efforts under this AGREEMENT to do the following: fund the management of and manage the natural resources of the PATRICK & SHEILA CONANT project area in accordance with the MANAGEMENT PLAN, attached as Exhibit A to this AGREEMENT, and all approved amendments thereto, with the intention of native species restoration & habitat improvement, soil and water protection & improvement, and increase natural resource management capacity through environmental education in the Hawaii Island community.
  
- 1.3 SCOPE OF WORK - The LANDOWNER shall perform the following technical and professional services:
  - (a) Management plan. The LANDOWNER shall carry out the management activities outlined in the approved MANAGEMENT PLAN, attached as Exhibit A to this AGREEMENT.
  
  - (b) Consultation. The LANDOWNER shall be available for consultation regarding progress, upon request by the STATE.

- (b) Annual Report. An annual report shall be due on or before June 30 of each year under this AGREEMENT for which funding has been approved in order to ascertain the need to amend the contract for the following year. In the event the contract is executed less than 6 months prior to June 30, then no annual report is due on June 30, 2007. This report shall include a description of MANAGEMENT PLAN accomplishments and activities, areas needing technical advice, and proposed modifications to the next year's approved management objectives, projects and budget. This report shall also include a detailed accounting of expenditures for the preceding 12-month period to provide the basis for the annual reconciliation of the STATE's and the LANDOWNER's respective shares of funding as determined pursuant to Attachment 3, Section 2.1. This report shall be submitted to the STATE within 60 days of due date. This report may also request, subject to approval by the STATE, changes to the management plan, for either or both the practice implementation schedule and/or the budget/payment schedule in order to best consolidate and rectify the past year's outcomes or lack thereof.

2.2 DELEGATION OF AUTHORITY - As used herein and throughout this AGREEMENT, unless the context clearly indicates otherwise, the STATE shall include the State of Hawaii Department of Land and Natural Resources and its authorized employees, agents and representatives.

partnership and forest stewardship programs, and by way of Act 269, SLH 2000 to projects undertaken in accordance with watershed management plans. Payments are then made through the forest stewardship program to reimburse landowners for implementing approved stewardship management practices. Any balance remaining in this fund at the end of any fiscal year shall be carried forward into the fund for the next fiscal year. If in any fiscal year the STATE does not appropriate, and/or the STATE does not approve the expenditure of, funds sufficient to meet its share of the approved management budget, this AGREEMENT shall automatically terminate without penalty at the end of the last fiscal year for which any funds have been appropriated and approved, subject to Attachment 4, Section 4.1, regarding partial State funding.

If the allocated annual funds are encumbered or fully exhausted due to the LANDOWNER not completing all of the management activities described in the MANAGEMENT PLAN for that year, the LANDOWNER may request that these funds be incorporated in the following year's encumbrances to complete the management activities which were not completed, if there are sufficient STATE funds to accommodate this request. If approved by the STATE, this will be incorporated in written amendment to the AGREEMENT.

If in any fiscal year the STATE does not appropriate, and/or the STATE does not approve the expenditure of, funds sufficient to meet the STATE's funding share of the approved MANAGEMENT PLAN, this AGREEMENT shall automatically terminate without penalty at the end of the last fiscal year for which any funds have been appropriated and approved, subject to Attachment 4, Section 4.1, regarding partial State funding.

- (b) LANDOWNER's Share. In full satisfaction of the LANDOWNER's funding share of the approved MANAGEMENT PLAN, the LANDOWNER agrees to fully complete the management activities described in the approved MANAGEMENT PLAN, and to initially assume all corresponding actual annual expenditures in expectation of the STATE's partial reimbursement for satisfactory completion of these management activities. Expenditures for implementation of the approved MANAGEMENT PLAN which are less than the amounts allocated in the approved budget may be made by the LANDOWNER in its discretion so long as the quality of materials and work as called for in the approved MANAGEMENT PLAN are not adversely affected.

share. This payment shall be subject to the LANDOWNER's satisfactory completion of the corresponding annual management activities described in the approved MANAGEMENT PLAN, attached as Exhibit A to this AGREEMENT, and calculated on the basis of actual expenditures made by the LANDOWNER.

(1) Annual or Final Acceptance and Payment - Annual or final acceptance means a written notice from the STATE to the LANDOWNER advising the LANDOWNER of the satisfactory fulfillment of the AGREEMENT's annual or final requirements.

1.3 UNAUTHORIZED WORK - The LANDOWNER shall not receive matching STATE funds for management activities not designated in the approved MANAGEMENT PLAN. All work completed by the LANDOWNER prior to receipt of a fully-executed copy of this AGREEMENT, and prior to STATE approval of funding for any subsequent years and prior to STATE approval of any subsequent amendments to the approved MANAGEMENT PLAN, shall be at the LANDOWNER's own volition and risk, including work performed during the period of any deliberations by the STATE in anticipation of approval; provided, however, that if funding and/or amendments applicable to such work are subsequently approved, the LANDOWNER may be paid for such work even if performed prior to such approval.

## II. SECTION 2 - FISCAL RECORDS MAINTENANCE, RETENTION, AND ACCESS

2.1 The LANDOWNER shall maintain, in accordance with generally acceptable accounting practices, fiscal records and supporting documents and related files, papers and reports that adequately reflect all direct and indirect expenditures and

whichever occurs later.

allocations up to and including the budget request for that year, and so long as the STATE has sufficient funding available to accommodate such a request.

- 2.2 The LANDOWNER may propose for approval by the STATE, and the STATE may approve, significant changes to the approved MANAGEMENT PLAN or budget to adapt to current conditions. Significant amendments to the approved MANAGEMENT PLAN shall include an amended budget, which will increase the overall STATE's funding share above the total amount set forth in the approved budget/payment schedule. The STATE shall make the proposed amendments available for public review prior to final approval.
- 2.3 The proposed amendments may include, without limitation, re-establishment of management priorities, increase or reduction of the specified work, increases to the budget/payments schedule, or time for performance of specified tasks, all as determined considering the natural conditions of the PATRICK & SHEILA CONANT project area, existing management priorities, threats, potential for decline of the natural resource during any period under consideration, availability of specialized labor or technical expertise, permitting requirements and time needed to obtain permits, and other material factors.
- 2.4 Any proposed expenditures which will increase the overall STATE's funding share above the amount set forth in the approved budget of the approved MANAGEMENT PLAN, which are proposed either as a result of additional costs required to implement the approved MANAGEMENT PLAN or as a result of amendments to the approved MANAGEMENT PLAN, must be mutually agreed upon in advance by and between the STATE and the LANDOWNER. If so agreed upon the approval of these expenditures shall be incorporated in written amendment to this AGREEMENT.

AGREEMENT for economic hardship; it is rather intended to provide a mechanism for reasonable revisions to the approved MANAGEMENT PLAN for economic hardship.

III. SECTION 3 - PAYBACK OF STATE FUNDS

3.1 In the event that the LANDOWNER sells, conveys, or otherwise transfers LANDOWNER's right, title, or interest in the PATRICK & SHEILA CONANT project area, or any portion thereof, during the initial term of this AGREEMENT as defined in Attachment 2, Section 2.1, the LANDOWNER shall within 90 days of the sale, conveyance or transfer of title or interest in the PATRICK & SHEILA CONANT project area, pay back to the STATE a portion of the amount paid by the STATE to the LANDOWNER pursuant to this AGREEMENT. The amount to be paid back to the STATE shall be that fraction of the total matching funds received by the LANDOWNER under this AGREEMENT that is equal to the fraction of the PATRICK & SHEILA CONANT project area that is sold, conveyed or otherwise transferred by the LANDOWNER.

3.2 In the event that the LANDOWNER sells, conveys, or otherwise transfers LANDOWNER's right, title, or interest in the PATRICK & SHEILA CONANT project area, or any portion thereof, during the initial term of this AGREEMENT as defined in Attachment 2, Section 2.1, the LANDOWNER will not be required to reimburse the STATE as set forth in Attachment 4, Section 3.1 for the cost-share assistance received if the person (s) who acquire the property contractually agree to assume full responsibility for this Agreement for the initial term of the AGREEMENT, including but not limited to management and financial responsibilities and penalties contained herein. See Agenda Item C-1, approved at the Board of Land and Natural Resources May 24, 2002 meeting. Nothing in this provision shall relieve the LANDOWNER of its obligations under this AGREEMENT.

(c) Transfer to Government Agency. This AGREEMENT may be terminated without penalty if the PATRICK & SHEILA CONANT project area is transferred or sold to a government agency committed to forest stewardship and that possesses the technical and professional skills to manage the PATRICK & SHEILA CONANT project area natural resources.

(d) LANDOWNER Default. This AGREEMENT may be terminated by the STATE upon substantial evidence that progress being made by the LANDOWNER in carrying out the approved MANAGEMENT PLAN is inadequate, incorrect, or insufficient to substantially complete on a timely basis the work called for in the approved MANAGEMENT PLAN subject to the lack of performance notification provisions set forth below.

(1) Penalties Apply. In the event of termination for default in accordance with these provisions, the penalty payback provisions set forth below shall apply.

(2) Lack of Performance Notification. In such event, the STATE may terminate for default, provided the STATE adheres to the following procedures for notice and opportunity to cure prior to termination:

(A) The STATE shall first notify the LANDOWNER in writing of any perceived inadequacy, incorrectness or insufficient progress. The STATE and the LANDOWNER shall meet within two weeks thereafter, and every three months thereafter until one year following the date of the notice, and discuss in good faith the perceived failure and the

be in writing, shall state that the STATE will terminate the AGREEMENT for default on a date not less than 3 months thereafter if the LANDOWNER does not remedy the default, or to make significant progress to remedy the default if by its nature the default cannot reasonably be remedied within 3 months, and shall specify that penalties as provided under this AGREEMENT shall apply.

(C) If the LANDOWNER fails to remedy the default within 3 months thereafter, or to make significant progress to remedy the default if by its nature the default cannot reasonably be remedied within 3 months, the STATE may terminate this AGREEMENT effective immediately for default by written notice thereof to the LANDOWNER.

(D) The STATE shall be deemed to have complied with these provisions if it attempts in good faith to meet with the LANDOWNER and to inspect the PATRICK & SHEILA CONANT project area as provided above, whether or not the LANDOWNER cooperates in such procedures.

(3) All disputes regarding default and termination under this AGREEMENT, which cannot be resolved by the parties, shall be referred to arbitration as provided in Attachment 5, the General Conditions, Section 11.

(4) If the LANDOWNER has not fully performed its work under this AGREEMENT on expiration or termination of this AGREEMENT, the STATE may withhold the final payment to the LANDOWNER pending full completion of the LANDOWNER's

feels that the imposition of payback, and/or additional penalties is unwarranted.

4.3 VIOLATIONS OF AGREEMENT - It is expressly understood and agreed that violations which are not caused by the LANDOWNER shall not constitute or give rise to a default by the LANDOWNER under this AGREEMENT and no penalty provisions shall apply to the LANDOWNER.

4.4 EFFECT OF EMINENT DOMAIN -

- (a) Full Condemnation. If any action in eminent domain for the condemnation of the fee title of the entire PATRICK & SHEILA CONANT project area described herein is filed, or if the PATRICK & SHEILA CONANT project area is acquired in lieu of eminent domain for a public improvement by a public agency or person or whenever there is any such action or acquisition by the federal government or the state government or any person, instrumentality or agency acting under authority or power of the federal government or the state government, this AGREEMENT shall be deemed null and void without penalty as to the land actually being condemned or so acquired as of the date the action is filed, and upon the termination of such a proceeding, this AGREEMENT shall be null and void without penalty for all land actually taken or acquired.

## Forest Stewardship Management Plan

13 December 2007

Name: **Patrick and Sheila Conant**

Address: P.O. Box 1172 Volcano HI 96785

Email: [pat.conant@hawaii.gov](mailto:pat.conant@hawaii.gov) and [conant@hawaii.edu](mailto:conant@hawaii.edu)

Phone:

P. Conant: 967-7346 home, 974-4140 work

S. Conant 988-3960 home, 956-8617 work, Fax: 956-9812

Tax Map Key number and property acreage:

3-1-9-11-21 and 1-9-11-70 (adjacent), 3.5 acres each

Landowner name: Sheila Conant and David P. McCauley (lot 21) and Patrick Conant and Stephanie Nagata (lot 70), respectively

Lessee name: N.A.

State and County Zone designation: 2 acres of lot 21 is zoned Agricultural (A-5a), and the remaining 5 acres are zoned Urban (RS-10). See map for details.

Acres of proposed stewardship management area: 6.5 acres (excluding clearings and buildings)

No consultant used. Plan completed on 14 December 2007.

### III. Introduction

#### Description and Management Objectives

The property lies in the Northwest section of Volcano Village at 3900 ft elev. in the Puna District. Total land area is 7 acres comprised of 2 separate ownership lots belonging to Patrick Conant and Sheila Conant. The parcel is “L” shaped, with the bottom of the L (the Northwest end) zoned A-5a (2 acres) and the remaining portion, or 5 acres zoned RS-10. Zoning of lot 21 is split (1.5 A is RS-10 and 2 A is A-5a) zoning while lot 70 (3 A, Southeast end) is all RS-10. See maps (Figures 1 and 2) and photos (Figures 3 and 4) for details. Any subsequent references such as “the property” or “the site” will be in reference to the entire combined 7 acre area.

Our long term goal for the property is to restore the native ohia/hapuu plant community forest and manage it to conserve native Hawaiian biodiversity. This will be accomplished via finishing the perimeter fence line, ongoing alien weed control and periodic planting of native species in the remaining light gaps. Manageable alien animal species such as western yellow jacket (*Vespula pennsylvannica*) and coqui frogs (*Eleutherodactylis coqui*), which do not presently occur on the property, will be eliminated when found. No commercial harvesting of any timber, hapuu or other plant material will occur.

#### History of land use and present conditions

The general area the property is in was probably cleared in the 1920's for a golf course that was never actually built (Warshauer 2002). Existing vegetation is probably 2<sup>nd</sup> growth, either Ohia/hapuu (*Metrosideros/Cibotium*) or Ohia/uluhe (*Metrosideros/Dicranopteris*) montane wet forest plant community, with olapa (*Cheirodendron trigynum*), kawau (*Ilex anomala*), pilo (*Comprosmma rynchocarpa* and *C. ochracea*), kolea (*Myrsine lessertiana*), amauu (*Sadleria cyatheoides* and *S. pallida*) and other species, in the canopy or understory. The northwest end (lot 21) is more open (three clearings have been made for two buildings and a lawn) and more restoration planting (with native plants) has been started on that end than the southeastern end. The northwest end (lot 21) is more open; clearings have been made for a driveway, house, garage and lawn. The southeastern end (lot 70) has about an acre of uluhe fern cover in patches and the percentage of vegetation cover is higher on lot 70. There are clearings for a driveway, house, garage and vehicle turn-around clearings on the southeastern parcel. The area covered by this management plan (6.5 acres) does not include the clearings.

### IV. Land and Resource Description

#### Existing vegetation/cover types

The area proposed for management is comprised essentially of two native plant communities, either Ohia/hapuu or Ohia/uluhe montane wet forest plant community (Wagner et al 1990). The latter occupies roughly 1/3 of the Southeast half of the property. The dominant tree fern is *Cibotium glaucum* with scattered *C. menziesii*. A lower layer of tree ferns is occupied by amauu. Other trees less common than ohia include olapa, kawau, pilo, and kolea. Understory shrubs are not diverse and include primarily ohelo (*Vaccinium calycinum*), manono (*Hedyotis terminalis*), two small patches of Haiwale (*Cyrtandra platyphlla*), less than 20 specimens each of akia

During drought, the uluhe fern can be considered something of a fire hazard, although it has always remained green in even the driest weather. In case of fire, a fire hydrant on the access road is connected to a 10,000 gallon water tank on the property.

### **Soils**

Soil on the property is primarily ash from the 1790 Keanakakoi eruption and typically less than two feet deep. The dominant soil type is ashy ferrihydritic, non-acid, isothermic, udic ustorthents. Fertility is low to medium (Bruce Mathews, University of Hawaii at Hilo-College of Agriculture, Forestry and Natural Resource Management, pers comm.). The "A" horizon is generally no more than 8 inches deep but may be deeper in low spots. The terrain is undulating and slopes from the Northwest corner to the East and Southeast. pH is typically acidic, particularly where ferns are abundant as they are on this property (John Lockwood, U.S. Geological Survey, retired, pers comm.).

### **Water Resources**

There are no water resources on the property. Rainfall in the Volcano Village area is 130 inches per year.

### **Timber Resources.**

The North and East sides are lined with mature Mexican cypress trees (*Cupressus lusitanica*), some of which are over 80 feet tall. Two mature redwood trees (*Sequoia* sp.) occur on the property also. Ohia is the only other tree (and the dominant one) that can be considered a timber resource. The Mexican cypress blow over easily and are left in place if they do not block any access. Some fallen trees have continued to grow while the dead ones are used for firewood. No one interested in milling the wood could be found locally. Some ohia poles from house pad clearings have been given away and the rest used for firewood. The dead cypress are being replaced with sugi cedar (*Cryptomeria japonica*) to maintain the windbreak.

### **Wetland Resources**

There are no wetland resources on the property

### **Significant Historic and Cultural Resources**

The only known possible historic resource is the two redwood trees that may have been planted as part of the proposed golf course (Hawaii Country Club Ltd.) in 1924 (Warshauer Hawaii Tribune Herald 2002). No archaeological survey has been made at this site. The entire project area has been thoroughly explored over the last 10 years and no evidence of archaeological features or possible grave sites have ever been seen on the site. If any archaeological features or remains are found during this project, all activities will cease and the appropriate agencies, including the State Historic Preservation Division, will be alerted.

Plan, Hakalau National Wildlife Refuge 1996). Outplanting in light gaps should both improve native plant survival and discourage weeds that require more sunlight.

### Site preparation

“Brushing” for the perimeter fence line has already begun so that additional clearing by the fencing contractor will be minimal. Some large tree trunks, root masses, rare plants etc, have been left since the exact line of the fence needs to be negotiated between the landowner and the contractor. Necessary clearing done by the contractor has been factored into the fencing cost.

### Weed control

No invasive alien shrubs or trees remain on the property with the exception of a few strawberry guava (*Psidium cattleianum*) most of which are marked with flagging tape for herbicide treatment (roughly 20+ saplings; all less than 2 in. DBH). These will be killed by notching and application of herbicide (Motooka et al 2003).. None are mature enough to produce fruit. Seedlings of woody weeds such as faya tree (*Morella faya*), Himalayan raspberry (*Rubus ellipticus*) or strawberry guava, as well as incipient grasses and herbs, such as yellow foxtail (*Setaria gracilis*), glenwood grass (*Sacciolepis indica*) and *Kyllinga brevifolia*, are hand pulled.

In the herb layer, carpet grass, the iris *Tritonia crocosmiflora*, (only in a 20 x 20 ft. area) English ivy (*Hedera helix*) and knot weed (*Polygonum capitatum*) will be controlled with herbicide, (the latter 2 are only on the SE edge of the property). Kahili ginger seedlings will be controlled by either hand pulling or herbicide. No large rhizomes remain on the property, except on the edge of the SE and NW boundaries. These will be removed in Year 2 or sooner. Starting in Year 5 (through Year 10), carpet grass will be eliminated in annual increments of roughly 1 acre. Up to this point in time, it has been left in some areas to prevent other invasive species from moving into light gaps. However, weed control in the herb layer (including woody seedlings) is always ongoing and practiced at about ½ day or more on most weekends via weed surveys over the entire 7 acres (labor supplied by landowner as listed in annual implementation schedule).

### Seedling acquisition

Native seedlings for planting will either be thinned from dense understory areas or purchased from Kulani Prison, Plant Native Nursery or Grow Native Nursery. Forty purchased seedlings should be adequate., with another 15 purchased later to account for mortality. The seedlings desired are not common in the trade and there may be some delay in finding them or seed to grow them from.

### Planting

Naio, olomea (*Perrottetia sandwicensis*), kopiko (*Psychotria*), *Cyanea pilosa* and loulou (*Prtychardia baccariana*) will be the preferred species since these are uncommon on the property or absent. These less common species are preferred, to serve as seed sources for this and other restoration projects in the Volcano area. They may be more difficult to obtain and cost could be higher than common species, but we can closely monitor protection of fruit from slugs, rats and other predators. If cost is considered too high, more common species could be substituted. Light

### **Fertilization and soil amendments**

Foliar fertilizer will be applied to seedlings by owners (cost covered by landowner) every 2 weeks until well established and healthy.

### **Intensive revegetation and special areas**

N.A.

### **Trail construction**

N.A.

### **Non-commercial thinning**

N.A.

## **VI. Practice Implementation Schedule**

See Attachment 1

## **VII. Budget Summary**

See Attachment 2

## **VIII. Required Maps**

See Figures 1, 2 and 4

## **IX. Monitoring activities**

Monitoring of weed incursions is done routinely by owner (cost covered by landowner) on most weekends and weeds are treated with herbicide or hand pulled prior to setting seed whenever possible. If *Vespula* nests are detected during the weed surveys, they will be destroyed. Coqui will be listened for on Spring through Fall nights and any frogs will be removed. Planted seedlings will be checked for insect damage and treated if necessary. During drought, seedlings will be hand watered if necessary to ensure survival.

## **X. Appendices: air photos, new pig damage, landscape, etc.**

Appendix 1. Photos

Appendix 2. Letters of Support

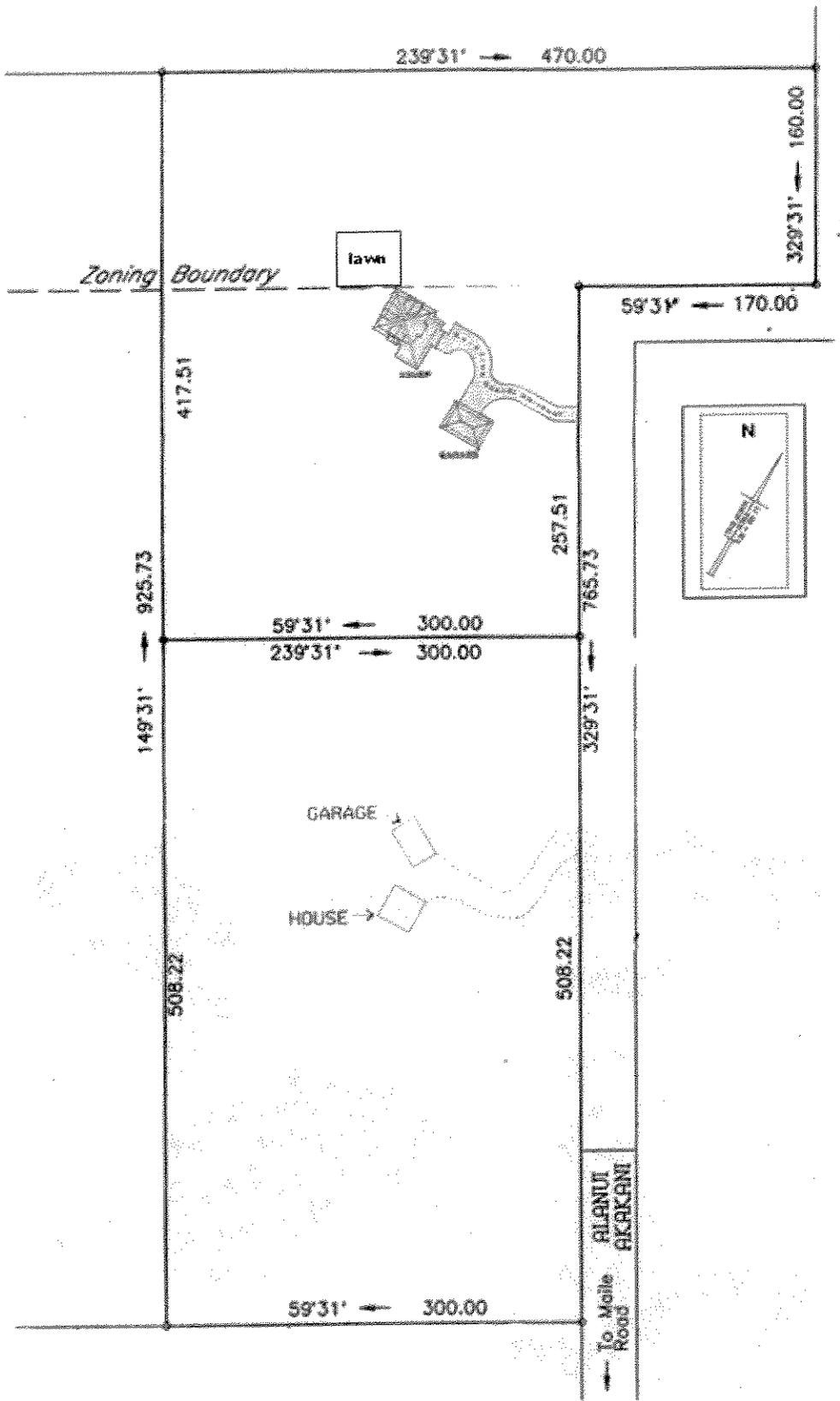


Figure 1. Property plot plan. Fenceline will follow outer property lines.

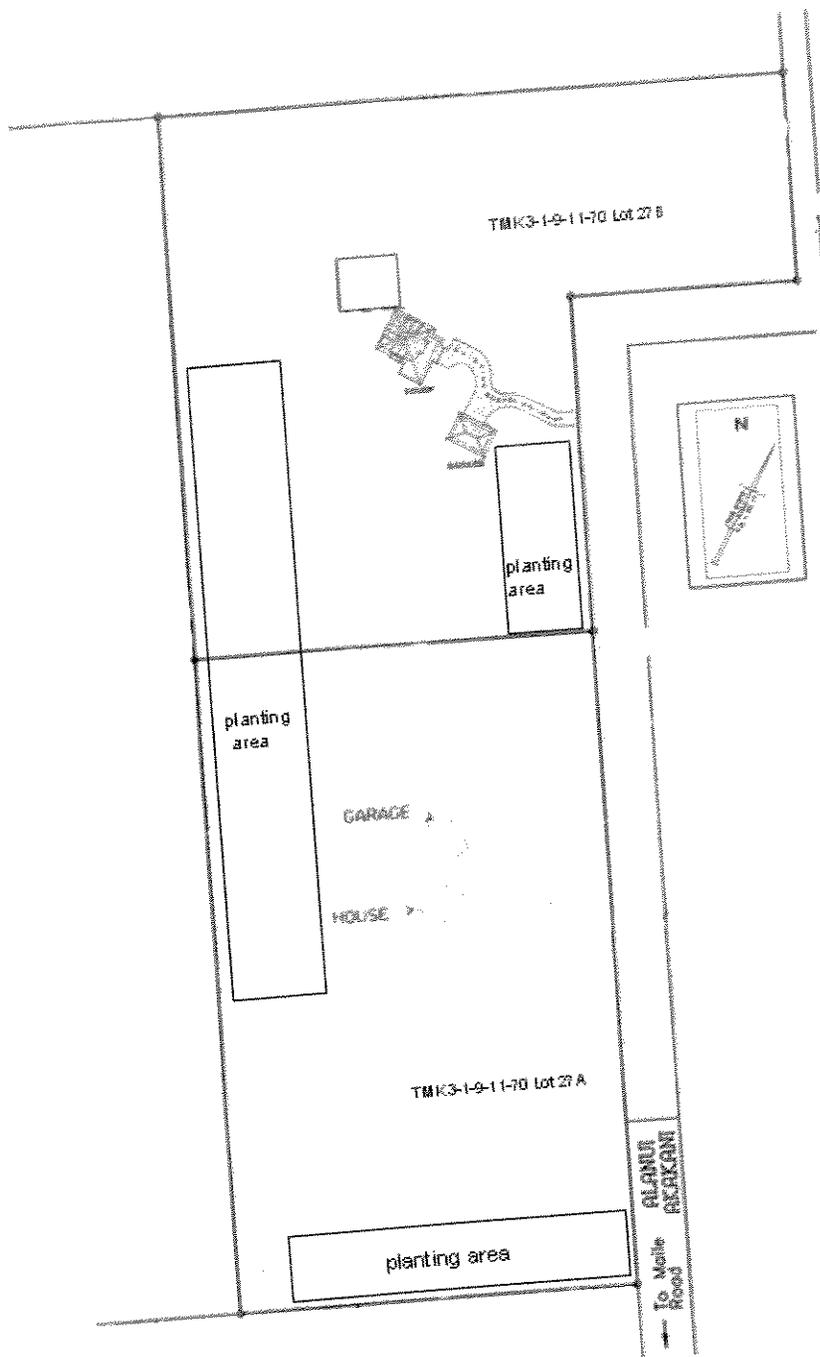


Figure 4. Future planting areas.

Figure 5. Landscape perspective from SW corner of property (see appendix 1)

Figure 6. Pig damage (see appendix 1)

Conant Implementation Schedule

Implementation Schedule Year 5					
Practice Component	Units	Cost/Unit	Total Cost	Applicant	
				Share	FSP Share
Site Preparation		\$ -	\$ -	\$ -	\$ -
Weed Control*	7 acres	\$3,192.00	\$3,192.00	\$3,192.00	\$0.00
Seedling Acquisition		\$ -	\$ -	\$ -	\$ -
Planting**		\$ -	\$ -	\$ -	\$ -
Fencing Construction		\$ -	\$ -	\$ -	\$ -
Fence Maintenance		\$ -	\$ -	\$ -	\$ -
<b>Total</b>		<b>\$3,192.00</b>	<b>\$3,192.00</b>	<b>\$3,192.00</b>	<b>\$0.00</b>

\*cost covered by landowner; includes 1 acre carpet grass removal  
 \*\*cost covered by landowner

Implementation Schedule Year 6					
Practice Component	Units	Cost/Unit	Total Cost	Applicant	
				Share	FSP Share
Site Preparation		\$ -	\$ -	\$ -	\$ -
Weed Control*	7 acres	\$3,192.00	\$3,192.00	\$3,192.00	\$0.00
Seedling Acquisition	55 plants	\$15.00	\$825.00	\$550.00	\$275.00
Planting		\$336.00	\$336.00	\$336.00	\$0.00
Fencing Construction		\$ -	\$ -	\$ -	\$ -
Fence Maintenance**		\$264.00	\$264.00	\$132.00	\$132.00
<b>Total</b>		<b>\$3,807.00</b>	<b>\$4,617.00</b>	<b>\$4,210.00</b>	<b>\$407.00</b>

\*Cost covered by landowner; includes 1 acre carpet grass removal  
 \*\*Fence post painting (4 gal paint @ \$33/gal)

Implementation Schedule Year 7					
Practice Component	Units	Cost/Unit	Total Cost	Applicant	
				Share	FSP Share
Site Preparation		\$ -	\$ -	\$ -	\$ -
Weed Control*	7 acres	\$3,192.00	\$3,192.00	\$3,192.00	\$0.00
Seedling Acquisition**		\$ -	\$ -	\$ -	\$ -
Planting		\$126.00	\$126.00	\$126.00	\$0.00
Fencing Construction		\$ -	\$ -	\$ -	\$ -
Fence Maintenance		\$ -	\$ -	\$ -	\$ -
<b>Total</b>		<b>\$3,318.00</b>	<b>\$3,318.00</b>	<b>\$3,318.00</b>	<b>\$0.00</b>

\*Cost covered by landowner; includes 1 acre carpet grass removal  
 \*\*replacements for mortality

### Conant Budget Summary

<b>YEAR</b>	<b>Total Budget</b>	<b>Land Owner share</b>	<b>State Share</b>
1	\$15,876.00	\$9,450.00	\$6,426.00
2	\$3,192.00	\$3,192.00	\$0.00
3	\$3,024.00	\$3,024.00	\$0.00
4	\$3,192.00	\$3,192.00	\$0.00
5	\$3,660.00	\$3,560.00	\$0.00
6	\$3,624.00	\$3,458.00	\$407.00
7	\$3,543.00	\$3,543.00	\$0.00
8	\$3,192.00	\$3,192.00	\$0.00
9	\$3,192.00	\$3,192.00	\$0.00
10	\$3,324.00	\$3,258.00	\$0.00
<b>Total</b>	<b>\$45,819</b>	<b>\$39,061</b>	<b>\$6,833</b>

Figure 6. Recent pig damage .





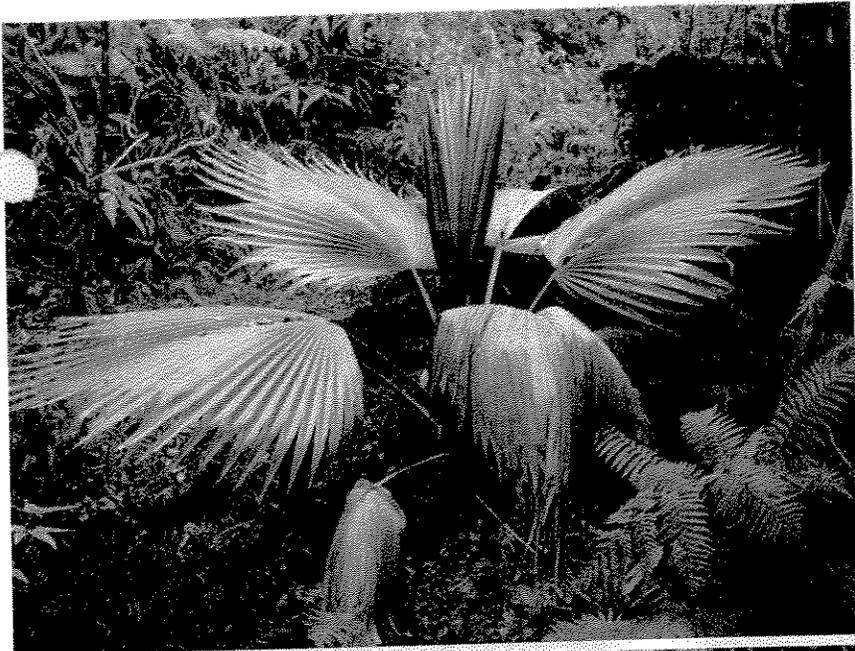
Above: Haiwale plants

Below: Loulu pig damage



# Forest Stewardship Program

Conant Project Site  
January 2008



# AINA MAIKA'I RANCH

P.O. Box 69, Volcano, Hawaii 96785

Tel: 967-7357; FAX: 967-8525

*Organic food from the fertile soil of Kilauea.....*

## MEMORANDUM

**TO:** Sheila Conant  
**FROM:** J. P. Lockwood  
**SUBJECT:** South boundary fence of 'Aina Maika'i Ranch (TMK: 1-9-011-022)  
**DATE:** April 16, 2008

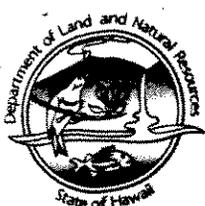
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## MESSAGE:

This is a reply in regard to your request to erect a 32 inch high hog wire fence against the 4 strand barb wire fence on the southern boundary of the Lockwood property. The 4 strand fence as it now stands is intentionally located about 2 feet inside of the property line. The portion of the barb wire fence that will be overlaid with hog wire is the portion between the lower west corner of the Lockwood property and the southeast end of the existing Conant 6 feet high hog wire fence. That point is about 154 feet northeast of the corner pin for the Conant property, Chiu Leong's property and the Lockwood property. Consider this letter as permission to overlay that portion of the Lockwood fence with the hog wire fence.

It is agreed that the corner pins that define the line between the Conant property and the Lockwood property remain the true property line and the erection of this hog wire fence does not change this in any way. Maintenance of this and any fence between the two properties will remain a joint venture between the two families as it has in the past.

LINDA LINGLE  
GOVERNOR OF HAWAII



STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES

POST OFFICE BOX 621  
HONOLULU, HAWAII 96809

LAURA H. THIELEN  
CHAIRPERSON  
BOARD OF LAND AND NATURAL RESOURCES  
COMMISSION ON WATER RESOURCE MANAGEMENT

RUSSELL Y. TSUJI  
FIRST DEPUTY

KEN C. KAWAHARA  
DEPUTY DIRECTOR - WATER

AQUATIC RESOURCES  
BOATING AND OCEAN RECREATION  
BUREAU OF CONVEYANCES  
COMMISSION ON WATER RESOURCE MANAGEMENT  
CONSERVATION AND COASTAL LANDS  
CONSERVATION AND RESOURCES ENFORCEMENT  
ENGINEERING  
FORESTRY AND WILDLIFE  
HISTORIC PRESERVATION  
KAHOOLAWE ISLAND RESERVE COMMISSION  
LAND  
STATE PARKS

April 23, 2008

Mr. Patrick Conant & Mrs. Sheila Conant  
P.O. Box 1172  
Volcano, HI 96785

Dear Mr. & Mrs. Conant: *Pat -*

Thank you for your interest in the State Forest Stewardship Program and the submission of the Patrick and Sheila Conant Forest Stewardship Management Plan. The Division of Forestry and Wildlife and the Forest Stewardship Advisory Committee have reviewed your management plan at their meeting dated March 7, 2008 in Volcano, Hawaii. I am pleased to inform you that your management plan was approved.

This letter does NOT constitute an award of funds. Once all contractual and fiscal documents are finalized and approved, a contract will be issued to Patrick and Sheila Conant. If you proceed prior to the finalization of the contract, the State of Hawaii will not be liable for work, contract costs, expenses, loss of profits, reimbursements, or any damages whatsoever incurred by the applicant.

The Department of Land and Natural Resources, Division of Forestry and Wildlife would like to thank you for your continued interest in promoting restoration and conservation in the State of Hawaii. Please contact Sheri Mann at (808) 587-4172 for additional information and to coordinate implementation of your project.

Sincerely,

A handwritten signature in cursive script that reads "Paul J. Conry".

Paul J. Conry  
Administrator, Division of Forestry and Wildlife  
Department of Land and Natural Resource  
State of Hawaii

# Request for Taxpayer Identification Number and Certification

Give form to the  
 requester. Do NOT  
 send to the IRS.

Name (If a joint account or you changed your name, see Specific Instructions on page 2.)  
Sheila Conant

Business name, if different from above. (See Specific Instructions on page 2.)

Check appropriate box:  Individual/Sole proprietor     Corporation     Partnership     Other

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

Requester's name and address (optional)

List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, if you are a resident alien OR a sole proprietor, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

**Note:** If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number  
 [Redacted]

OR

Employer identification number  
 [Redacted]

**Part II For Payees Exempt From Backup Withholding** (See the instructions on page 2.)

[Redacted]

**Part III Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here    Signature Sheila Conant    Date April 21, 2008

**Purpose of form.** A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9, if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are an exempt payee.

If you are a foreign person, IRS prefers you use a Form W-8 (certificate of foreign status). After December 31, 2000, foreign persons must use an appropriate Form W-8.

**Note:** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**What is backup withholding?** Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part III instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

- You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate **Instructions for the Requester of Form W-9.**

**Penalties**

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

# Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do NOT  
send to the IRS.

Please print or type

Name (If a joint account or you changed your name, see Specific Instructions on page 2.)  
**Patrick Conant**

Business name, if different from above. (See Specific Instructions on page 2.)

Check appropriate box:  Individual/Sole proprietor  Corporation  Partnership  Other

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

Requester's name and address (optional)

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

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Social security number  
[Redacted]

OR

Employer identification number  
[Redacted]

## Part II For Payees Exempt From Backup Withholding (See the instructions on page 2.)

## Part III Certification

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Sign Here

Signature

**Patrick Conant**

Date

**March 28 2008**

**Purpose of form.** A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9, if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

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If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part III instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only).

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