

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 the Maui Land & Pineapple Company, Inc. 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 Maui Land & Pineapple Company, Inc. (ML&P) Honolua Wao Kele Forest Stewardship Project on January 15, 2008. This is the second Stewardship project proposal on Maui that has made it through the advisory process. The ML&P Stewardship project proposes to restore and manage 30 acres of fallow pineapple field to a native forest ecosystem within a parcel of approximately 5,375 acres. The parcel is zoned Conservation and corresponds to TMK 2-4-1-001:009. This is the first of what could be many future efforts to convert degraded pineapple fields into native mesic forests on Maui. The methodologies that will be implemented to accomplish this goal are progressive, therefore ML&P will also be monitoring sediment run-off into the makai streams over time to assess the effectiveness of these methods.

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

The ML&P Honolua Wao Kele Forest Stewardship project has four specific management objectives, which include: (1) *Native species restoration and habitat improvement*, (2) *Wildlife habitat enhancement*, (3) *Watershed protection and improvement*, and (4) *Forest recreation enhancement*.

Native Species Restoration and Habitat Improvement: ML&P is interested in enhancing a 30-acre fallow pineapple field through the planting of native species. Plantings on the project site will consist of a mix of native trees and shrubs. A‘ali‘i (*Dodonaea viscosa*), a fast growing shrub, will be used as the foundation planting, and seedlings will be planted in rows with 3 foot centers to deter weed competition. Density of rows will be determined based on initial experiment with varying field layouts and planting techniques. Slower growing plants such as iliahialoe (*Santalum ellipticum*), ‘ulei (*Osteomeles anthyllidifolia*), koaia (*Acacia koaia*) and others will be installed among the a‘ali‘i shrubs as they become ready for outplanting. ML&P envisions planting 3 acres a year for 10 years including periodic weeding and thinning, with ongoing monitoring and maintenance during and after this period.

Establishing native forest on fallow pineapple lands is a unique project, and one ML&P would like to potential expand upon in the future. Restoring agricultural land to native forest has distinctive challenges; such as amending soils that may be acidic and nutrient poor, and using existing biomass for moisture protection and reducing erosion. ML&P would like to use this project to test other innovative techniques. The ability to use agricultural equipment for large scale plantings should increase efficiency while reducing time and costs. ML&P plans on partnering with Ho‘olehua Plant Materials Center for field testing of pili grass bales with native seeds for recruitment and soil stabilization. The Honolua Wao Kele project is intended as a template for further restoration of ML&P lands.

Wildlife Habitat Enhancement: Reestablishing native forest will positively impact native wildlife in the area by enhancing and increasing the current wildlife habitat. The surrounding gulches of the project still contain many native tree and shrub species that will be used for the Honolua Wao Kele restoration. Over the long-term, the project will provide extended buffers to these ecosystems where plants and animals are still present by increasing the native habitat and encouraging natural recruitment.

Watershed Protection and Improvement: By establishing permanent native groundcover ML&P hopes to minimize erosion, provide filtration for runoff and improve protection of riparian areas. Reforestation will stabilize groundcover and the underlying soil, as well as improve the water quality in nearby gulches of Honolua Stream and Papua Stream (a tributary of Honolua Stream that feeds into Honolua Bay, a Marine Life Conservation District). The primary long-term benefit is to reduce erosion and soil run-off into Honolua and Papua Streams. If successful, this would lead to the protection of Honolua Bay and the coral reefs therein.

Forest Recreation Enhancement: As a chance to increase both community awareness and involvement in stewardship activities, ML&P plans to offer educational and volunteer opportunities through this reforestation effort. This project site will also be a part of an extensive

100+ mile trail system around ML&P lands, providing considerable recreational opportunities to community members and visitors to Maui.

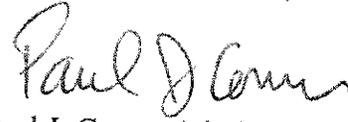
Through this Forest Stewardship Agreement, Maui Land and Pineapple Company, Inc. is committed to maintaining the Honolua Wao Kele Forest Stewardship project as a healthy, biologically diverse native forest area for conservation, restoration, and educational purposes through the year 2023. The costs associated with the proposed practices are consistent with the intensity of management required for these management practices.

A total of \$371,880.00 in State Forest Stewardship funding, is being requested to share costs associated with a variety of management practices including site preparation, weed control and mulching, seedling acquisition, planting, irrigation, fertilization and soil amendments, stream sediment monitoring, and road maintenance. Cost-share funds are provided in reimbursement payments and matched equally by the landowner, as management practices are completed through the state fiscal year 2018.

RECOMMENDATIONS:

1. That the Board approve this contract agreement with the Maui Land & Pineapple Company, Inc. to participate in the State Forest Stewardship Program subject to the following:
 - A. Availability of State Forest Stewardship funds.
 - B. Review of the contract and approval as to form by the Department of the Attorney general.
2. Authorize the Chairperson to finalize and execute the subject contract.

Respectfully submitted,



Paul J. Conry, Administrator
Division of Forestry and Wildlife

Attachment: (Exhibit A)

APPROVED FOR SUBMITTAL:



Laura H. Thielen, Chairperson

FOREST STEWARDSHIP AGREEMENT

THIS AGREEMENT, made this 22nd day of April, 2008, 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 Maui Land & Pineapple Company, Inc., (hereafter "LANDOWNER") whose address and taxpayer identification number are as follows: P. O. Box 187, Kahului, HI 96733. Taxpayer ID # 99-0107542.

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.

NOW, THEREFORE, in consideration of the promises contained in this AGREEMENT, the STATE and the LANDOWNER agree as follows:

1. The LANDOWNER hereby agrees to implement the forest stewardship management plan, and the STATE, subject to the approval of the Board of Land and Natural Resources, agrees to assist the LANDOWNER in implementing the forest stewardship management plan, all in accordance with the terms and conditions set forth in Attachments 1, 2, 3, 4 and 5, attached hereto.
2. The Standards of Conduct Declaration attached hereto is made a part of this AGREEMENT. The term "CONTRACTOR" in the Standards of Conduct Declaration shall mean the LANDOWNER for the purposes of the AGREEMENT.
3. The General Conditions and any Special Conditions attached hereto are made part of this AGREEMENT. The term "CONTRACTOR" in the General Conditions shall mean the LANDOWNER for the purposes of the AGREEMENT. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control.
4. Any written notice required to be given by any party to this AGREEMENT shall be (a) delivered personally, or (b) sent by the United States first class mail, postage prepaid. Notice to be given to the STATE shall be sent to: Chairperson, Board of Land and Natural Resources, 1151 Punchbowl Street, Honolulu, Hawaii 96813. Notice to the LANDOWNER shall be sent to the address above written, or such other address as the LANDOWNER shall provide in writing to the STATE. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier.

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

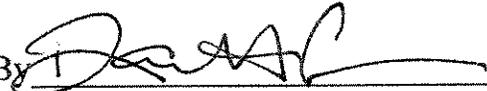
STATE

By _____
Chairperson of the Board of Land and
Natural Resources

Print Name _____

Date _____

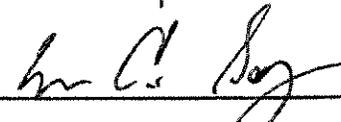
LANDOWNER

By  _____

Randall H. Endo Vice President

Print Name _____

Date 5/15/08

 _____
Warren A. Suzuki *Se* Vice President

5-15-08

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 MAUI LAND & PINEAPPLE COMPANY, INC's Honolulu Wao Kele Hawaii Forest Stewardship Project; a native species restoration & habitat improvement, watershed protection & improvement, and forest recreation enhancement project; on a 29.6 acre portion within TMK NUMBER 2-4-1-001:009 as designated on maps found in Exhibit A to this AGREEMENT.

- 1.2 THE PRIMARY OBJECTIVES - The STATE and MAUI LAND & PINEAPPLE COMPANY, INC. (hereinafter "LANDOWNER") shall direct their efforts under this AGREEMENT to do the following: fund the management of and manage the natural resources of the MAUI LAND & PINEAPPLE COMPANY, INC 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 forest recreation enhancement, increase natural resource management capacity through environmental education in the West Maui 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.

1.4 AUTHORITY TO CARRY OUT MANAGEMENT PLAN - The LANDOWNER hereby represents that it has authority to carry out the MANAGEMENT PLAN and that it is the landowner of forest lands as defined in Section 195F-2, Hawaii Revised Statutes, as amended.

1.5 NO INCONSISTENT ACTIVITIES - The LANDOWNER shall not take any action on the MAUI LAND & PINEAPPLE COMPANY, INC project area, which will undermine or conflict with the approved MANAGEMENT PLAN.

1.6 PERTINENT INFORMATION - The STATE shall furnish to the LANDOWNER without charge any pertinent information reasonably available to the STATE without significant expense.

II. SECTION 2 - CONTROL AND PROGRESS OF THE WORK

2.1 REPORTS - The LANDOWNER shall submit to the STATE, reports showing work accomplished at the following times:

(a) Progress Reports. A progress report shall be due on December 31 of each year under this AGREEMENT for which funding has been approved. This report shall include a description of the approved MANAGEMENT PLAN accomplishments and activities, areas needing technical advice, an accounting of expenditures with documentation, and proposed modifications to the current year's management activities. This report shall be submitted to the STATE within thirty (30) days following the due date. If the LANDOWNER would like more than two (2) reimbursements

per year, a progress report shall accompany each reimbursement request and the MAUI LAND & PINEAPPLE COMPANY, INC project area shall be made available for a site visit by Department of Land and Natural Resources personnel.

- (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, 2008. 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.

Attachment 2

SPECIAL CONDITIONS REGARDING TIME OF PERFORMANCE

I. SECTION 1 - EXECUTION OF AGREEMENT

1.1 EXECUTION OF AGREEMENT - This AGREEMENT shall be promptly executed by the STATE and the LANDOWNER upon approval by each party.

1.2 CERTIFICATION AND APPROVAL OF AGREEMENT - This AGREEMENT shall not be considered binding upon the STATE, unless the availability of the funds therefore has been duly certified as prescribed by Section 103-39, Hawaii Revised Statutes, as amended. Further, this AGREEMENT shall not be considered to be fully executed unless the Office of the Attorney General of the State of Hawaii has approved this AGREEMENT as to form.

II. SECTION 2 - TERM

2.1 INITIAL TERM - The initial term will be for a minimum of five (5) years following the completion of any and all management practices for which the LANDOWNER has received cost-share assistance. Accordingly, this AGREEMENT shall commence on the date of full execution hereof and shall be in effect until June 30, 2023, subject, however to earlier termination as provided in this AGREEMENT.

2.2 STATE FUNDING CONDITION - This AGREEMENT is subject to continued funding of the STATE's share of the approved management budget as outlined in Attachment 3, Section 1.1. 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 shall be paid into the natural area reserve fund from which funds are dispersed to the natural area

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.

SPECIAL CONDITIONS REGARDING COMPENSATION and PAYMENT SCHEDULE

I. SECTION 1 - PAYMENT

I.1 SCOPE OF PAYMENT -

- (a) STATE's Payment. In full satisfaction of the STATE's funding share of the approved MANAGEMENT PLAN, which is contingent upon satisfactory completion by the LANDOWNER of the management activities described in the approved MANAGEMENT PLAN, attached as Exhibit A to this AGREEMENT, the STATE agrees to pay the LANDOWNER a total sum not to exceed THREE HUNDRED SEVENTY ONE THOUSAND EIGHT HUNDRED EIGHTY and 00/100 Dollars (\$371,880) according to the schedule outlined below that includes fiscal year 2009 through 2018 for completion of the management activities described in the approved MANAGEMENT PLAN. Payments shall be made by the STATE to the LANDOWNER as partial annual reimbursements for actual expenditures made by the LANDOWNER in completing the management activities described in the approved MANAGEMENT PLAN only after the corresponding progress or annual report has been reviewed by the STATE and all reported management activity accomplishments have been verified following an inspection of the MAUI LAND & PINEAPPLE COMPANY, INC project area by the STATE. Actual expenditures may include but are not limited to in-kind services such as heavy equipment operation and sources of labor. All funds to be paid by the STATE to the LANDOWNER shall be encumbered on an annual basis for the forthcoming fiscal year provided that the STATE has approved the continuation of management activities

outlined in Exhibit A of this AGREEMENT for the forthcoming fiscal year.

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.

MAUI LAND & PINEAPPLE COMPANY, INC
HONOLUA WAO KELE FOREST STEWARDSHIP PROJECT
BUDGET/PAYMENT SCHEDULE:

Year	Total Budget	Landowner Share	State Share
2008	\$59,541	\$29,921	\$29,620
2009	\$62,906	\$31,366	\$31,540
2010	\$72,881.00	\$37,191.00	\$35,690.00
2011	\$79,556.00	\$42,966.00	\$36,590.00
2012	\$86,231.00	\$48,741.00	\$37,490.00
2013	\$92,906.00	\$54,516.00	\$38,390.00
2014	\$99,581.00	\$60,291.00	\$39,290.00
2015	\$106,256.00	\$66,066.00	\$40,190.00
2016	\$112,931.00	\$71,841.00	\$41,090.00
2017	\$119,606.00	\$77,616.00	\$41,990.00
TOTALS	\$892,395	\$520,515	\$371,880

1.2 PAYMENT SCHEDULE –

- (a) **Progress Payment.** Within 30 days following receipt of the progress report as provided in Attachment 1, Section 2.1(a) for each year for which the STATE has agreed to pay the LANDOWNER as outlined in the schedule above and for which funding has been appropriated, the STATE shall pay to the LANDOWNER a portion of the STATE's funding share of the approved MANAGEMENT PLAN as a partial reimbursement of actual expenditures made to complete approved management activities. This payment shall be subject to the LANDOWNER's satisfactory completion of the corresponding approved 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. This payment shall also be subject to the STATE's approval of such progress report.

(b) Annual/Final Payment. Within 30 days of receipt of the annual report as provided in Attachment 1, Section 2.1(b), the STATE shall pay to the LANDOWNER the balance of the STATE's approved annual funding 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 management and fiscal practices materially related to the LANDOWNER's performance of services paid for by State funds under this AGREEMENT.

- (a) The STATE, the Comptroller of the State of Hawaii, and any of their authorized representatives, the committees (and their staffs) of the Legislature of the State of Hawaii, and the Legislative Auditor of the State of Hawaii shall have the right of access to any book, document, paper, file, or other records of the LANDOWNER that is materially related to the performance by the LANDOWNER of services funded by the STATE under this AGREEMENT, in accordance with generally accepted audit procedures, for the purposes of monitoring and evaluating the LANDOWNER's performance of services and the LANDOWNER's management program and fiscal practices to assure the proper and effective expenditure of funds under this AGREEMENT; provided, however, that no party conducting any such audit or examination shall copy, distribute, or retain any of such information or records, with the understanding that it is not the intention that the LANDOWNER's financial and other records and information be made public.
- (b) The right of access shall not be limited to the required retention period but shall last as long as the records are retained. The LANDOWNER shall retain all records related to the LANDOWNER's performance of services funded under this AGREEMENT for at least 3 years after the date of submission of the LANDOWNER's annual reports for any designated period and payment for such expenditures by the STATE in accordance with its matching share, except that if any litigation, claim, negotiation, investigation, audit, or other action involving the records has been started before the expiration of the 3-year period, the LANDOWNER shall retain the records until completion of the action and resolution of all issues that

arise from it or until the end of the regular 3-year retention period,
whichever occurs later.

OTHER SPECIAL CONDITIONS

I. SECTION 1 - INSPECTIONS

1.1 The STATE shall have the right to make inspections of the MAUI LAND & PINEAPPLE COMPANY, INC project area after prior notice to the LANDOWNER. In addition, the STATE shall be obligated to inspect the work on the MAUI LAND & PINEAPPLE COMPANY, INC project not less frequently than once per year under this AGREEMENT, and more frequently in the case of a LANDOWNER default as provided in Section 4.1(d) below or when the LANDOWNER makes more than 2 reimbursement requests per year as provided in Attachment 1, Section 2.1. The STATE shall notify the LANDOWNER within a reasonable time thereafter of any perceived defaults in the LANDOWNER's implementation of the approved MANAGEMENT PLAN. The LANDOWNER hereby represents that it has authority to allow access to the MAUI LAND & PINEAPPLE COMPANY, INC project area by the STATE in connection with this AGREEMENT, conditional upon receipt of a liability waiver, acceptable to the LANDOWNER for all state personnel visiting the MAUI LAND & PINEAPPLE COMPANY, INC project area.

II. SECTION 2 - AMENDMENTS

2.1 The LANDOWNER may propose for approval by the STATE, and the STATE may approve, minor alterations to the approved MANAGEMENT PLAN, which will not have a material adverse impact on the achievement of the overall management objectives of the approved MANAGEMENT PLAN. This includes minor changes to the practice implementation schedule and/or changes in the budget/payments schedule so long as the total management activities do not subtract from or exceed the total scope of the approved MANAGEMENT PLAN

and the budget/payments schedule does not exceed the total annual budget 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 MAUI LAND & PINEAPPLE COMPANY, INC 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.

2.5 Economic Hardship. Notwithstanding other provisions of this AGREEMENT, in the event that the LANDOWNER determines in good faith that it is financially unable without undue economic hardship to fulfill its funding share as provided in Attachment 3, Section 1.1(b), or to carry out fully the management activities described in the approved MANAGEMENT PLAN, attached as Exhibit A to this AGREEMENT, within the budget and time period established thereby, the LANDOWNER may apply to the STATE to renegotiate the terms thereof.

(a) Negotiation of Amendment. In such event, the STATE and the LANDOWNER shall meet and negotiate in good faith an acceptable amendment to the approved MANAGEMENT PLAN that seeks to accomplish the significant objectives of the approved MANAGEMENT PLAN reasonably within the LANDOWNER's financial means. The amendment may include, without limitation, re-establishment of management priorities and reduction and/or deferral of the specified work, involving significant costs, and/or extension of time for performance of specified tasks, all as determined considering the natural conditions of the MAUI LAND & PINEAPPLE COMPANY, INC project area, existing management priorities, threats, potential for decline of the natural resource during any period under consideration, other potential sources of funding, and other material factors.

(b) Disputes. If the STATE and the LANDOWNER are unable to agree reasonably and in good faith on a suitable amendment to the approved MANAGEMENT PLAN, the parties shall refer any such disputes to arbitration as provided in Attachment 5, the General Conditions, Section 11.

(c) No Termination for Economic Hardship. This provision shall not be construed to allow the LANDOWNER or the STATE to terminate this

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 MAUI LAND & PINEAPPLE COMPANY, INC 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 MAUI LAND & PINEAPPLE COMPANY, INC 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 MAUI LAND & PINEAPPLE COMPANY, INC 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 MAUI LAND & PINEAPPLE COMPANY, INC 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 June 13, 2008 meeting.

Nothing in this provision shall relieve the LANDOWNER of its obligations under this AGREEMENT.

IV. SECTION 4 - TERMINATION; DEFAULT; PENALTY PAYBACK

4.1 TERMINATION OF THE AGREEMENT - It is mutually agreed that this AGREEMENT may be terminated for any one of the following reasons on the following terms:

(a) No State Funding. This AGREEMENT shall be terminated if the STATE does not approve funding for the forthcoming fiscal year of the approved MANAGEMENT PLAN.

(1) In such event, this AGREEMENT shall automatically terminate without penalty at the end of the funding period then in effect.

(b) Partial State Funding. This AGREEMENT may be terminated by the LANDOWNER if the STATE approves only a portion of its share of funding for the forthcoming fiscal year as outlined in the budget provided in the approved MANAGEMENT PLAN.

(1) In such event, the LANDOWNER shall elect, by written notice to the STATE, either:

(A) to terminate this AGREEMENT without penalty at the end of the funding period then in effect; or

(B) to revise the approved MANAGEMENT PLAN and budget in the LANDOWNER's reasonable discretion to accomplish significant management goals which can

reasonably be funded with the amount of STATE funding actually approved.

(c) Transfer to Government Agency. This AGREEMENT may be terminated without penalty if the MAUI LAND & PINEAPPLE COMPANY, INC 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 MAUI LAND & PINEAPPLE COMPANY, INC 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 reasons therefore and any subsequent progress or lack thereof. If the reason for the failure is a good faith inability of the LANDOWNER to carry out the terms of the MANAGEMENT PLAN for reasons beyond the LANDOWNER's reasonable control, including without limitation economic hardship as described in Attachment 4, Section 2.5 above, the STATE and the LANDOWNER shall specifically consider the need to amend the approved MANAGEMENT PLAN, including extending the time to carry out the work called for in the approved MANAGEMENT PLAN and/or revising the budget established in the approved MANAGEMENT PLAN, subject to the provisions of Attachment 1, Section 1.5 and Attachment 4, Section 2 of this AGREEMENT regarding amendments to this AGREEMENT and the approved MANAGEMENT PLAN. Following the date of the notice, the STATE shall be obligated to inspect the MAUI LAND & PINEAPPLE COMPANY, INC project area once each quarter after notifying the LANDOWNER, to determine the updated status of the perceived default.

- (B) Following the expiration of the one year period following notice of default given by the STATE to the LANDOWNER and failure of the LANDOWNER to remedy the default, or to make significant progress to remedy the default if by its nature the default cannot reasonably be remedied within one year, the STATE may

elect to notify the LANDOWNER of its intention to terminate this AGREEMENT for default. Such notice shall 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 MAUI LAND & PINEAPPLE COMPANY, INC 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 work. This withheld payment shall be paid by the STATE to the LANDOWNER on final acceptance and tax clearance as provided in Attachment 3, Section 1.2 (b) and Attachment 5, Section 17.

4.2 PENALTY PAYBACK -

- (a) Payback and Penalties. In the event that the LANDOWNER defaults on this AGREEMENT as provided in Attachment 4, Section 4.1(d) above and the STATE has followed the Lack of Performance Notification procedures as outlined in Attachment 4, Section 4.1(d)(2) above, the LANDOWNER shall promptly pay to the STATE the following payback and penalty monies:

- (1) Refund of State Funds - 3 Years. All funds paid from the initial date of this AGREEMENT by the STATE to the LANDOWNER in the previous 3 years (or such portion thereof as STATE shall have funded if this AGREEMENT shall have been in effect for less than 3 years) shall be returned to the STATE. In the event that this AGREEMENT shall have been in effect for more than 3 years, the LANDOWNER shall be liable to pay back State funds for the immediately preceding 3 years. In addition, the LANDOWNER shall pay to the STATE a penalty of two percent of the total of funds that are returned to the STATE.

- (b) No Other Party Liable. Only the LANDOWNER receiving State funding under the FOREST STEWARDSHIP PROGRAM shall be liable to the STATE under this AGREEMENT for the payback and penalty.
- (c) Disputes. The LANDOWNER shall have the right to submit any disputes to the arbitration procedure as outlined in Attachment 5, Section 11 if it 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 MAUI LAND & PINEAPPLE COMPANY, INC project area described herein is filed, or if the MAUI LAND & PINEAPPLE COMPANY, INC 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.

(b) Partial Condemnation. When such an action to condemn or acquire less than all the entire MAUI LAND & PINEAPPLE COMPANY, INC project area is filed, this AGREEMENT shall be deemed null and void without penalty as to the portion so condemned or acquired.

(c) Adjustment of approved MANAGEMENT PLAN. The land actually taken by the means set forth above in this Section shall be removed from this AGREEMENT and the approved MANAGEMENT PLAN and budget adjusted accordingly on a reasonable basis by the STATE and the LANDOWNER.

V. SECTION 5 - INCORPORATION OF CHAPTER 195F, HAWAII REVISED STATUTES

5.1 Incorporation. The provisions of chapter 195F, Hawaii Revised Statutes, as amended, are incorporated by reference into this AGREEMENT. In the event that there is any conflict between the provisions of this AGREEMENT and the provisions of chapter 195F, Hawaii Revised Statutes, the latter shall be controlling.

5.2 Renumbering. In the event that chapter 195F, or any of the sections under chapter 195F, Hawaii Revised Statutes, are renumbered, any references to the chapter or sections in this AGREEMENT shall be deemed renumbered accordingly.

EXHIBIT A

MAUI LAND & PINEAPPLE COMPANY, INC Honolua Wao Kele Forest Stewardship Management Plan.

Hawaii Forest Stewardship Program
Forest Stewardship Management Plan
Honolua Wao Kele

I. Applicant and Property Information

Name: Maui Land & Pineapple Company Inc.
Contact: Megan Webster
Address: 1000 Kapalua Drive
Lahaina, HI 96761
Email: mwebster@mlpmaui.com
Phone: (808) 665-5467
Fax: (808) 669-5454

Tax Map Key Number: TMK# 241001009

State and County Zone Designation for Proposed Stewardship Management Area: Conservation,
Sub-zone: Resource

Total Property Acreage (TMK# 241001009): 5375 acres

Acres of Proposed Stewardship Management Area: 29.6 acres

Consultant: Anna Palomino
Address: Ho'olawa Farms
PO Box 731
Haiku, HI 96708
Email: hoolawa@hawaii.rr.com
Phone: (808) 575-5099
Fax: (808) 575-5379

January 9th, 2008

II. Forest Stewardship Plan Signature Page

Professional Resource Consultant: I have prepared (revised) this Forest Stewardship Plan. Resource Professionals have been consulted and/or provided input as appropriate during the preparation of this plan.

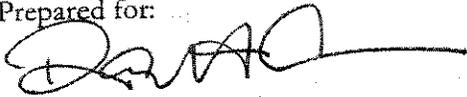
Prepared by: *Megan Webster* in consultation with *Anna Palomino*.

Professional Resource Consultant's Signature/Date *Anna-M. Palomino 2/15/08*

Professional Resource Consultant's Name *Anna Palomino*

Applicant Certification: I have reviewed this Forest Stewardship Plan and hereby certify that I concur with the recommendations contained within. I agree that resource management activities implemented on the lands described shall be done so in a manner consistent with the practices recommended herein.

Prepared for:

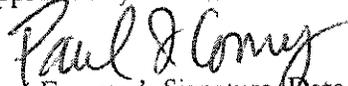


Applicant's Signature/Date

RANDY ENDO 4/1/08
Applicant's Name

State Forester's Approval: This plan meets the criteria established for the Forest Stewardship Plans by Hawai'i's Forest Stewardship Advisory Committee. The practices recommended in the plan are eligible for funding according to the State of Hawai'i Forest Stewardship Program guidelines and administrative rules.

Approved by:



State Forester's Signature/Date

Paul J. Conry
State Forester's Name

III. Introduction

Our project, Honolua Wao Kele, seeks to restore the native dry-mesic forest plant community to a condition as close to its original native state as possible. Located on a level ridge top ranging from 360-560 ft in elevation, the 30 acre project area is zoned Conservation and is part of the Makai Conservation Land addition to the Pu'u Kukui Watershed (PKW) Preserve (Appendix 1). Formerly in pineapple production from 1960s to early 2000s, the fields are currently fallow with residual pineapple plants and weed species (Figures 4, 11-13). This land will be held in conservation; any improvements are focused on restoring and protecting ecosystem function.

Our specific management objectives include: (1) *Native species restoration and habitat improvement*, (2) *Wildlife habitat enhancement*, (3) *Watershed protection and improvement* and (4) *Forest recreation enhancement*. We have the opportunity to enhance the area through the planting of native species; by establishing permanent native groundcover we hope to minimize erosion, provide filtration for runoff and give added protection to riparian areas. Reforestation will provide stable groundcover to improve soil stabilization and protect the water quality of nearby gulches: Honolua Stream and Papua Stream, a tributary of Honolua Stream, which eventually feed into Honolua Bay, a Marine Life Conservation District. The primary long-term benefit would be reduced erosion and soil run-off into Honolua and Papua Streams, and ultimately, Honolua Bay and the coral reefs therein, therefore; reducing the future sediment load into the bay and protecting the reefs from further degradation. Reestablishing native forest will positively impact native wildlife in the area by enhancing and increasing habitat. As a chance to increase both community awareness and involvement in stewardship activities, we plan to offer educational and volunteer opportunities through this reforestation effort. This project site will also be a part of an extensive 100+ mile trail system around Maui Land & Pineapple Co., Inc. (ML&P) lands, providing considerable recreational opportunities to community members and visitors to our island.

We envision planting 3 acres a year for 10 years including periodic weeding and thinning, with ongoing maintenance after this planting period. Future plantings consist of a mix of native trees and shrubs based on recommendations from local forestry and native plant experts. We will focus on gathering seed from West Maui to maintain genetic integrity when possible. Planting will occur during wet season to promote plant establishment and growth. Irrigation will possibly be available for initial plantings. Rainfall is approximately 40-60 inches a year in the planting area.

Honolua Wao Kele is identified as a dry to mesic forest habitat. Surrounding gulches still contain many native tree and shrub species that would be most appropriate for the Honolua Wao Kele restoration. A 'ali'i (*Dodonaea viscosa*), a fast growing shrub, will be used as the foundation planting, seedlings will be planted in rows with 3 foot centers to deter weed competition. Density of rows will be determined based on initial experiment with varying field layouts and planting techniques. Slower growing plants such as iliahialoe (*Santalum ellipticum*), 'ulei (*Osteomeles anthyllidifolia*), koaia (*Acacia koaia*) and others will be installed among the a'ali'i shrubs as these become ready for outplanting.

From the late 1800's to the early 1900's, the makai portion of the Honolua Valley served as the base of operations for Honolua Ranch with the surrounding area, including the project site, used for cattle grazing. When D.T. Fleming became manager in 1912, he moved the Ranch office from Honolua to Honokohua. Around this time, the Honolua valley was converted to Conservation zoning. The first available records for pineapple farming are from the mid 1960's; when crops were planted along the ridge top with an exemption from the Conservation zoning given by the Hawai'i Department of Land and Natural Resources. ML&P stopped farming this field in the early 2000's and it has been left fallow resulting in existing vegetation to include residual pineapple plants being slowly encroached upon by invasive weed species.

IV. Land and Resource Description

Existing vegetation

The project area is a fallow pineapple fields with residual pineapple plants and weed species such as Lantana (*Lantana camara*), California grass (*Brachiaria mutica*) and Formosa koa (*Acacia confusa*) (Figures 4, 11-13). We will be converting this existing biomass to fertilizer by mowing down or ploughing under remaining pineapple plants and weed species. Currently, stands of ironwood (*Casuarina equisetifolia*) located along the borders of the pineapple field serve as a primary windbreak. Although no native plants exist in the graded field, a few species are present in the surrounding areas such as 'a'ali'i (*Dodonaea viscosa*), 'akia (*Wikstroemia uva-ursi*), 'ulei (*Osteomeles anthyllidifolia*) and huehue (*Cocculus orbiculatus*).

Existing forest health/function

Ants will be a major threat to the plantings. Ants are known to nurture many plant pests such as aphids, scales and mealy-bugs. Thorough baiting to minimize ants will be necessary around the planting areas, bait stations around field borders will be utilized. Insect pests other than ants will be controlled using registered insecticides.

We will be taking all measures to support fire suppression. Work will be primarily in the wet season, with periodic maintenance occurring throughout the year. The Honolua Wao Kele project area is located on a level ridge top ranging from 360 to 560 ft in elevation, with a maintenance road running around the circumference and steep slopes leading down into surrounding vegetated riparian areas. Ironwoods and other non-native tree species provide the main windbreak for the project location. The maintenance roads will be used as a rugged/natural surface hiking trail so that the public may enjoy the benefits created through this reforestation project, as well as serving as a firebreak. Non-potable water will be available at the project site for use in fire suppression in case of an emergency.

Soil condition

Two soil types occur in the project area (Figure 8.) The mauka portion of the field is 13 acres of Honolua Silty Clay; the makai portion is 17 acres of Alaeloa Silty Clay:

Honolua silty clay, 15 to 25 percent slopes (HwD) - This soil is found on eroded areas of knolls. Its surface layer and subsoil has pebble-size rock fragments. On this soil, runoff is medium and there is moderate erosion hazard. The soil is used for pineapple, pasture and water supply. The NRCS Land Capability Grouping, rates soil types according to eight levels, ranging from the highest classification level, I, to the lowest level, VIII. The capability classification, an indicator of suitability of soil for field crop cultivation, for this soil is IVe, non-irrigated, meaning the soils have severe limitations that limit the choice of plants, require careful management or both. In most places, the soil is more than 20 inches deep with 0 to 25 percent slopes. It is subject to severe erosion if cultivated and unprotected.

Alaeloa silty clay, 7 to 15 percent slopes (AeC) - On this soil, workability is slightly difficult. Runoff is slow to medium and there is slight to moderate erosion hazard. The soil is used for pineapple cultivation, and a small acreage is used for pasture and homesites. The capability classification for this soil is IIIe, irrigated or nonirrigated, meaning the soils have severe limitations that preclude the choice of plants and require conservation practices. The soil is in most places, 20 inches deep, with 0 to 15 percent slopes, and is subject to severe erosion if they are cultivated and unprotected. Past chemical analysis of the soil from 1999 shows high acidity with a pH of 4.5-4.6. This is to be expected on former pineapple fields. To boost micronutrients, we plan on incorporating compost into plantings. This process will be described further in the Management Objective and Practices section. Further chemical analysis is currently being completed for the soil to determine if any additional amendments are required for the plantings. Based on past soil sampling, we foresee the need to amend soil to increase pH and nutrient content.

Soil sample results for Honolua Wao Kele project site (9/23/99)

	Area A	B
PH	4.6	4.5
P	12	21
K	248	118
Ca	396	246
Mg	92	38
Mn	-	52
Al	-	-

Soil sample results for Honolua Wao Kele project site (9/3/07)

	Site 1	Site 2	Site 3
pH	4.7	5	4.5
P	15	6.8	9
K	148	293	231
Ca	249	461	104
Mg	111	163	53
OC %	3.6	1.8	1.9
Total N %	0.16	0.1	0.11

Timber resources

No timber resources are located in the area. A small amount of invasive trees such as Formosa koa (*Acacia confusa*) and stands of ironwood (*Casuarina equisetifolia*) surround the field and serve as a wind break. Any small sized invasive trees needing removal from the project area will be chipped on site so that mulch may be used for weed suppression, erosion control and moisture retention.

Water resources

Rainfall is approximately 40-60 inches a year in the planting area. Planting will occur during wet season to promote plant establishment and growth. We anticipate that irrigation will be available for initial plantings, and will have a mobile water storage tank for plants to receive initial watering and possible future drip irrigation if necessary. Water may be available from a stand pipe for irrigation which is located in the central area of the pineapple field. This water source will be available for emergency uses such as fire suppression.

Wetland resources

There are no wetland resources in the project area.

Significant historical and cultural resources

No archaeological resources are known to be on the site, as it has been in pineapple cultivation for many decades; therefore, the re-vegetation of Honolua Wao Kele is not expected to cause an adverse impact to archaeological resources. Maui Land & Pineapple Company and its contractors will comply with all state and county laws and rules regarding the preservation of archaeological and historic sites. Should historic remains such as artifacts, burials, concentrations of shell or charcoal be encountered during construction activities, work will cease in the immediate vicinity of the find and the State Historic Preservation Division will be contacted to assess the significance of the find and recommend appropriate mitigation measures, if necessary.

Existing wildlife

There is no indication of wildlife present in the former pineapple fields that would be detrimental to a forestry project such as pigs, deer, goats etc. We do not envision having a problem with invasive species such as feral ungulates; therefore fencing is not a component of this project. If signs of feral ungulates or other harmful invasive species are observed, immediate steps will be taken to control any animals through removal by hunting and/or trapping. The PKW Preserve team has a long history of feral animal control

and will be able to deal accordingly with any unwanted animals, with utmost consideration being given to human safety. All feral animal control costs will be assumed by ML&P.

We are currently arranging an extensive flora and fauna survey of the surrounding conservation lands and will provide any information on native wildlife species in the area. Past reporting has recorded three species of native birds present in the area surrounding the proposed project site, the 'Auku'u (Black-crowned Night-heron), Pueo (Short-eared Owl) and the Kolea (Pacific Golden Plover). Regeneration of native vegetation may have a significant positive impact on native species returning to the area by improving habitat and encouraging native ecosystem functioning.

Threatened and endangered species

No threatened or endangered species are present on the project site.

Existing recreational and aesthetic values

Although the project site has stunning views, the general public does not currently have access to the area. Our improvements to the roadways and establishment of the native dry-mesic forest plant community will dramatically improve the existing recreational and aesthetic values of the area. Through supervised volunteer service trips and allowing hiking access to the restored native forest as part of the Kapalua Coastal trails system, everyone will be able to enjoy this spectacular natural area.

The re-vegetation of Honolua Wao Kele will have a positive impact on cultural resources and support Native Hawaiian gathering rights. The regeneration of native forest and native plants, some of which were historically used by Native Hawaiians for ethnobotanical, medicinal, and utilitarian purposes, will enhance the native vegetation in the area, and also dramatically increase its cultural value. It will be possible to allow limited collecting of certain species for traditional practices.

V. Management Objectives and Practices

Establishing native forest on fallow pineapple lands is a unique project. One native planting project utilizing former agricultural lands has been able to provide us with background information; David and Lida Burney are working to transform former sugarcane lands by planting native species on Kaua'i. We have been able to learn from their experience and incorporate suggestions into our own planning efforts. Restoring agricultural land to native forest has distinctive challenges; such as amending soils that may be acidic and nutrient poor, and using existing biomass to our advantage. This is an opportunity to test innovative techniques with our site preparation and planting. The ability to use agricultural equipment for large scale plantings should increase efficiency while reducing time and costs. We plan on partnering with groups such as the Hoolehua Plant Materials Center for possible field testing of items such as pili grass bales with incorporated native seed. We envision using the Honolua Wao Kele project as a template for further restoration of ML&P lands.

Our specific management objectives include: (1) *Native species restoration and habitat improvement*, (2) *Wildlife habitat enhancement*, (3) *Watershed protection and improvement* and (4) *Forest recreation enhancement*. In order to achieve our desired forest resource management objectives, the following practices will be implemented:

Site preparation

Our primary concern with grading is the possibility for erosion of exposed soils, therefore all efforts will be made to ensure the protection of groundcover and retention of surface water through a series of Best Management Practices (BMPs) that focus on minimizing areas of exposed soil, retaining original vegetation and placement of additional groundcover/erosion control materials needed to protect exposed soil.

Weed Control and Mulching

To best utilize existing resources, pineapple plants will be left in place and either mowed down or flattened in place to maintain groundcover and reduce weed populations. An auger will be used to create individual

holes for planting, which minimizes the area of exposed soil and reduces effort needed to plant. We are working with Hoolehua Plant Materials Center on Moloka'i to procure bales of pili grass to be used for erosion control and weed suppression. Initially, we will be breaking up the bales and using pili grass spread around the new plantings to suppress weeds. If pili grass is unavailable, we will use alternative mulching such as wood chips. We will be hand weeding in the initial stages of growth in each planting section until plants become large enough to smother weeds. Native plantings will grow up and eventually shade out the pineapple plants; if we find there is excessive re-growth of pineapple plants, we will mulch the plants in place.

Seedling Acquisition

Plantings will consist of a mix of native trees and shrubs. A list of species we propose to plant is attached (Appendix 2). The planting matrix has been determined based on recommendations from the resource management consultants assisting with development of the management plan and the local experts familiar with site conditions and naturally occurring plants in the surrounding areas. Slower growing plants such as koaia (*Acacia koaia*), lama (*Diospyros sandwicensis*), 'ohi'a lehua (*Metrosideros polymorpha*), keahi (*Nesoluma polynesianum*), olopuā (*Nestegis sandwicensis*), 'ulei (*Osteomeles anthyllidifolia*) and iliahialoe (*Santalum ellipticum*) have a longer production time in the nursery. These plants will require 12-18 months in a nursery setting before they are of sufficient size for out-planting. Seedling trees will be installed among existing plantings of faster growing plants of a'ali'i (*Dodonaea viscosa*). Seedling production will depend on how much seed is collected in the field, frequent volunteer seed collecting trips are planned throughout the year to catch the seasonal fruiting periods of these plants.

We envision planting 3 acres a year for 10 years including periodic weeding and thinning, with ongoing maintenance after this planting period as necessary. The first year of planting will utilize multiple planting techniques to determine the best planting methods based on time, cost and labor resources. Non-commercial thinning will be determined with the help of a resource management consultant and will be performed as needed to benefit the survival and health of plantings.

We will focus on gathering seed from West Maui to maintain genetic integrity when possible. The PKW Preserve team, along with community volunteers, has been collecting seed from the West Maui area and provided seed to Ho'olawa Farms for grow out. Based on current seed availability, we anticipate initial planting sections to consist of: 90% a'ali'i (*Dodonaea viscosa*) cover with 10% mix of iliahialoe (*Santalum ellipticum*), akia (*Wikstroemia uva-ursi*), and 'ulei (*Osteomeles anthyllidifolia*). Future seed collections will take place in areas closest to the planting areas as possible to preserve gene pools. Fruits are cleaned and scarified if necessary, and given to local nurseries for grow out. Nurseries will be using protocols to produce weed free, pest-free and disease-free seedlings for out-planting and providing seedlings in 8 inch dibble tubes to ML&P. The grow out of seedlings vary from 4 to 9 months depending on species. A'ali'i (*Dodonaea viscosa*) production time from seed to seedling is approximately 4 months, slower growing plants such as 'ulei (*Osteomeles anthyllidifolia*) and iliahialoe (*Santalum ellipticum*) will require a longer production time of 8 to 10 months. Finished plants are received in dibble tubes approximately 8 inches to 1 foot in height and fully acclimatized for planting site. In addition, plants may be transferred to Kapalua Nursery in West Maui to further acclimatize and undergo a hardening off to prepare for planting. If we cannot locate seed for certain plants or adequate quantities, additional seedling acquisition may be contracted to local growers such as:

Ho'olawa Farms

Anna Palomino

P.O. Box 731

3 Kakiapo Pl., Haiku, HI 96708

Tel: (808) 575-5099 Fax: (808) 575-5379

E-mail: hoowalawa@hawaii.rr.com

Web: www.hoowalawafarms.com

Hoolehua Plant Materials Center

Glenn Sakamoto, Manager
 4101 Maunaloa Highway
 Hoolehua, HI 96729
 Tel: (808) 567-6885 Fax: (808) 567-6537
 E-mail: glenn.sakamoto@hi.nrcs.usda.gov
 Web: <http://www.hi.nrcs.usda.gov/technical/pmc.html>

Maui Nui Botanical Gardens

Lisa Shattenburg-Raymond
 150 Kanaloa Ave.
 Kahului, HI 96732
 Tel: (808) 249-2798 Fax: (808) 249-0325
 E-mail: mnbg@maui.net
 Web: www.mnbg.org

Planting

We will be utilize the current pineapple field setup of planting blocks, which will help minimize erosion and allows use of agricultural equipment in planting. The project site is divided into approximately 3 acre units; the planting of units will begin at the mauka portion of the project site and work makai, with 3 acres planted per year. On average, one person planting in soft soil can plant approximately 25 units per hour. Our first year of planting will utilize various planting techniques to determine what methods will work best under site conditions. Density has been reduced from our initial proposal to lower overall costs and to allow for more mechanized labor. Three planting styles will be monitored to determine labor needs, cost effectiveness, and environmental impacts. Monitoring may include but is not limited to sediment deposition, plant survival, and labor and material expenditures. Using an adaptive management approach, we will utilize the best planting style or combination of styles for year 2-10. If we find we do not have sufficient information by year 2, we may extend the trial plantings for another year to allow for comparison of techniques.

Area 1 (furthest mauka)	Area 2	Area 3
Preparation: Harrow rows Compost/lime mixed in Mulch with wood chips	Preparation: Ripped furrow Compost spread along furrow	Preparation: Augur planting holes (6in) Compost next to hole
Density: 10ft x 3ft Total # trees: ~1000 Total Area: ~1 acre	Density: 6ft x 3ft Total # trees: ~2000 Total Area: ~1 acre	Density: 6ft x 3ft Total # trees: ~2000 Total Area: ~1 acre

An

auger with 15 inch drill will be used to dig holes to be filled with compost. The use of compost as a soil amendment will ensure the proper pH and nutrient needs of the plants. Since the resulting soil will be fairly soft and easily dug, an o'o or dibble planter may be used to prepare ground for plantings. It should take approximately 100 hours per person to plant 1 acre. Mulch material will be placed around seedlings for weed suppression, erosion control and moisture retention. Installation of seedlings will occur in winter months to take advantage of rainfall; with monitoring and weed control to take place year round. Plants will be given an initial watering. We anticipate the need to replant for mortality of plants; an estimate for replanting is 500 'a'ali'i per year/3 acres. A total number of plantings in 3 acres per year would be as follows:

- Year 1 = 5,000 plants (Using trail plots with varying densities)
- Year 2 = 6,534 plants + 726 slow-growers + 500 for mortality in previous year
- Year 3 = 6534 plants + 726 slow-growers + 500 for mortality in previous year etc.

In addition, we will be revisiting planting areas from previous years to plant additional slow growing plants. This implanting ensures both a mix of native plantings with varying growth rates, as well as filling in row style planting to allow for a more scattered, natural appearance to the reforestation project.

We will be planting 500 plants per acre planting area as follows:

Year 2 Inplanting = 500 plants/acre in Year 1 area = 1500 plants

Year 3 Inplanting = 500 plants/acre in Year 1 and 2 areas = 3000 plants

Year 4 Inplanting = 500 plants/acre in Year 2 and 3 areas = 3000 plants

Year 5 Inplanting = 500 plants/acre in Year 4 and 5 areas = 3000 plants

Fencing

No fencing currently exists around the project area. We do not envision having a problem with feral animals harming plantings. No sign of feral ungulates has been seen in the project area recently. Maui Land & Pineapple Co., Inc. has an established hunter program which allows hunting in conservation lands surrounding the project site. All hunting on ML&P lands is permitted and monitored by the PKW Preserve team; and there should be no danger to volunteers working in the area. As stated previously, the PKW Preserve team has a long history of feral animal control and will be able to monitor for presence and remove any unwanted animals, with utmost consideration being given to human safety. Situated on a ridge top with steep slopes, it also may be possible to use strategic fencing if necessary to keep out unwanted animals. All feral animal control costs will be assumed by ML&P.

Other Tree Protection

As stated previously, Formosa koa (*Acacia confusa*) and stands of ironwood (*Casuarina equisetifolia*) surround the project area. These trees will be left in place to serve as a wind break. Any small weed trees that have grown up in the fallow pineapple field will be chipped in place and used as mulch to aid in weed suppression, moisture retention and erosion control.

Irrigation

Planting will occur during wet season to promote plant establishment and growth. Rainfall is approximately 40-60 inches a year in the planting area. Other reforestation projects have shown that limited watering supports healthy plant growth and long term survival by allowing plants to create deeper root structure. We anticipate that irrigation will be available for initial plantings, and will have a mobile water storage tank for plants to receive initial watering and possible future drip irrigation if necessary. Water may be available from a stand pipe for irrigation which is located in the central area of the pineapple field. This water source will be available for emergency uses such as fire suppression.

Fertilization and Soil Amendments

We will be adding compost to individual planting holes to improve soil quality. Fertilizer may be used in subsequent years if needed, preferably organic fertilizer to help build the soil. The soil quality will be monitored periodically throughout the planting period to ensure that plantings will have adequate nutrients.

Intensive Revegetation and Special Areas

The 30 acre site will require a relatively uniform approach to planting. As the whole site will eventually be planted for restoration, there are no specific areas of intensive revegetation, rather the three acres a year serves as the intensive focus. The service roads throughout the pineapple field, infield roads, will be maintained for access to the planting areas. Best management practices (BMPs) outlined by NRCS will be followed for maintenance of roads.

Trail Construction

The existing maintenance roads will be used as firebreak and rugged hiking trails so that the public may enjoy the benefits created by the re-vegetation of Honolua Wao Kele. For future hiking trails, parking and trash cans will be provided for hikers' use. Parking will be located makai of Honoapi'ilani Highway and the space will hold approximately 10 cars. ML&P will provide a trash can at the trail head with signs stating that this is an environmentally sensitive area and hikers are requested to "pack it in and pack it out". Trail up

keep will be provided by regular road maintenance required for the project site. Educational signage will be incorporated into the area to foster public awareness of conservation priorities.

Monitoring & Stand Maintenance

The objective of the Honolua Wao Kele project is to restore the native dry-mesic forest plant community to a condition as close to its original native state as possible. As part of the planting technique comparison for the first two years, we will be conducting intensive quarterly monitoring events to determine soil cover/soil loss, weed incidence, soil compaction, plant survival, plant rooting, and soil nutrient analysis. This initial cost for monitoring is necessary to provide adequate Long term, observational studies such as plant survival, health, height and basal stem diameter will be used to determine if management goals are being met. Monitoring at quarterly intervals will determine if a management response is necessary. Management problems that may arise include irrigation practices, pest and disease outbreaks and weed control. Thinning and pruning should not be necessary. Plant spacing/density of fast growing species at 3 foot centers will provide a quick vegetation cover to suppress weed growth and conserve soil moisture content. A 6ft x 3ft density gives room for mowing for weed control and maintenance. Based on initial planting trials with various densities, the future planting densities will be determined. As slower growing plants become available they will be planted among existing vegetation and in lanes. We will report yearly on monitoring events and provide recommendations for future projects based on the outcome.

Educational Component

We will have strong participation from community groups and educational groups such as interns from AmeriCorps, Earth University, Maui Community College, Lahainaluna High School, and Maui Preparatory Academy. Also, we will be holding volunteer planting and/or weeding events to allow for community involvement in tree planting and weeding events for an educational and awareness building opportunity. These events will be held on a monthly or bi-monthly basis during the wet season. As stated, planting events will be on a volunteer basis, and therefore volunteer time will be used as match for funding. An educational element of hiking trails, with possible interpretative signage, will ultimately be incorporated into the area to foster public awareness of conservation priorities.

We will be conferring with others involved with similar reforestation projects as well as agencies and organizations such as the Department of Land and Natural Resources (DLNR), USGS, and Maui Nui Botanical Gardens to provide planting/grow out information and assistance.

VI. Implementation Schedule Year 1

Estimated Costs:

Practice Component YEAR 1	Units	Cost/Unit	Total Cost	Applicant Share	FSP Share
Management Plan	30	\$5,360	\$5,360	\$2,160	\$3,200
Site Preparation	3	\$3,314	\$9,941	\$6,941	\$3,000
Weed Control and Mulching	3	\$2,225	\$6,675	\$5,775	\$900
Fertilization/Soil Amendments	3	\$525	\$1,575	\$525	\$1,050
Seedling Acquisition	7760 plants	\$2/plant	\$15,520	\$0	\$15,520
Planting	3	\$4,200	\$12,600	\$11,100	\$1,500
Irrigation (+ initial line repair)	3	\$240	\$3,720	\$1,720	\$2,000
Special Practice Areas (Monitoring)	3	NA	\$3,150	\$1,200	\$1,950
Road Maintenance	11,400 ft	\$1,000	\$1,000	\$500	\$500
TOTALS:			\$59,541	\$29,921	\$29,620

VII. Budget Summary

Year	Total Budget	Landowner Share	State Share	Other Funding
2008	\$59,541	\$29,921	\$29,620	
2009	\$62,906	\$31,366	\$31,540	
2010	\$72,881.00	\$37,191.00	\$35,690.00	
2011	\$79,556.00	\$42,966.00	\$36,590.00	
2012	\$86,231.00	\$48,741.00	\$37,490.00	
2013	\$92,906.00	\$54,516.00	\$38,390.00	
2014	\$99,581.00	\$60,291.00	\$39,290.00	
2015	\$106,256.00	\$66,066.00	\$40,190.00	
2016	\$112,931.00	\$71,841.00	\$41,090.00	
2017	\$119,606.00	\$77,616.00	\$41,990.00	
TOTALS	\$892,395	\$520,515	\$371,880	

Hawaii Forest Stewardship Program

Appendix 1:

- Figure 1. Regional Location Map
- Figure 2. Aerial Photograph
- Figure 3. Tax Map Key
- Figure 4. Site Photographs
- Figure 5. State Land Use
- Figure 6. Conservation District Subzones
- Figure 7. Special Management Area
- Figure 8. Natural Resources Conservation Service Soil Survey
- Figure 9. Detailed Land Classification
- Figure 10. Project Area Map with Roadways
- Figures 11-13. Additional Photographs of Project Site

Practice Component YEAR 1	Units	Cost/Unit	Total Cost	Applicant	FSP Share
Management Plan	30	\$5,360	\$5,360	\$2,160	\$3,200
Site Preparation	3	\$3,314	\$9,941	\$6,941	\$3,000
Weed Control and Mulching	3	\$2,225	\$6,675	\$5,775	\$900
Fertilization/Soil Amendments	3	\$525	\$1,575	\$525	\$1,050
Seedling Acquisition	7760 plants	\$2/plant	\$15,520	\$0	\$15,520
Planting	3	\$4,200	\$12,600	\$11,100	\$1,500
Irrigation (+ initial line repair)	3	\$240	\$3,720	\$1,720	\$2,000
Special Practice Areas (Monitoring)	3	NA	\$3,150	\$1,200	\$1,950
Road Maintenance	11,400 ft	\$1,000	\$1,000	\$500	\$500
TOTALS:			\$59,541	\$29,921	\$29,620

Practice Component YEAR 2	Units	Cost/Unit	Total Cost	Applicant	FSP Share
Site Preparation	3	\$3,314	\$9,941	\$6,941	\$3,000
Weed Control and Mulching	6	\$2,225	\$13,350	\$11,550	\$1,800
Fertilization/Soil Amendments	3	\$525	\$1,575	\$525	\$1,050
Seedling Acquisition	9260 plants	\$2/plant	\$18,520	\$0	\$18,520
Planting	6	\$4200*	\$13,650	\$10,650	\$3,000
Irrigation	6	\$240	\$1,720	\$0	\$1,720
Special Practice Areas (Monitoring)	6	NA	\$3,150	\$1,200	\$1,950
Road Maintenance	11,400 ft	\$1,000	\$1,000	\$500	\$500
TOTALS:			\$62,906	\$31,366	\$31,540

*does not include inplanting

Practice Component YEAR 3	Units	Cost/Unit	Total Cost	Applicant	FSP Share
Site Preparation	3	\$3,314	\$9,941	\$6,941	\$3,000
Weed Control and Mulching	9	\$2,225	\$20,025	\$17,325	\$2,700
Fertilization/Soil Amendments	3	\$525	\$1,575	\$525	\$1,050
Seedling Acquisition	10760 plants	\$2/plant	\$21,520	\$0	\$21,520
Planting	9	\$4,200	\$14,700	\$10,700	\$4,000
Irrigation	9	\$240	\$1,720	\$0	\$1,720
Special Practice Areas (Monitoring)	9	NA	\$2,400	\$1,200	\$1,200
Road Maintenance	11,400 ft	\$1,000	\$1,000	\$500	\$500
TOTALS:			\$72,881	\$37,191	\$35,690

*does not include inplanting

Practice Component	YEAR 4	Units	Cost/Unit	Total Cost	Applicant	FSP Share
Site Preparation		3	\$3,314	\$9,941	\$6,941	\$3,000
Weed Control and Mulching		12	\$2,225	\$26,700	\$23,100	\$3,600
Fertilization/Soil Amendments		3	\$525	\$1,575	\$525	\$1,050
Seedling Acquisition		10760 plants	\$2/plant	\$21,520	\$0	\$21,520
Planting		9	\$4,200	\$14,700	\$10,700	\$4,000
Irrigation		9	\$240	\$1,720	\$0	\$1,720
Special Practice Areas (Monitoring)		12	NA	\$2,400	\$1,200	\$1,200
Road Maintenance		11,400 ft	\$1,000	\$1,000	\$500	\$500
TOTALS:				\$79,556	\$42,966	\$36,590

*does not include inplanting

Practice Component	YEAR 5	Units	Cost/Unit	Total Cost	Applicant	FSP Share
Site Preparation		3	\$3,314	\$9,941	\$6,941	\$3,000
Weed Control and Mulching		15	\$2,225	\$33,375	\$28,875	\$4,500
Fertilization/Soil Amendments		3	\$525	\$1,575	\$525	\$1,050
Seedling Acquisition		10760 plants	\$2/plant	\$21,520	\$0	\$21,520
Planting		9	\$4,200	\$14,700	\$10,700	\$4,000
Irrigation		9	\$240	\$1,720	\$0	\$1,720
Special Practice Areas (Monitoring)		15	NA	\$2,400	\$1,200	\$1,200
Road Maintenance		11,400 ft	\$1,000	\$1,000	\$500	\$500
TOTALS:				\$86,231	\$48,741	\$37,490

*does not include inplanting

Practice Component	YEAR 6	Units	Cost/Unit	Total Cost	Applicant	FSP Share
Site Preparation		3	\$3,314	\$9,941	\$6,941	\$3,000
Weed Control and Mulching		18	\$2,225	\$40,050	\$34,650	\$5,400
Fertilization/Soil Amendments		3	\$525	\$1,575	\$525	\$1,050
Seedling Acquisition		10760 plants	\$2/plant	\$21,520	\$0	\$21,520
Planting		9	\$4,200	\$14,700	\$10,700	\$4,000
Irrigation		9	\$240	\$1,720	\$0	\$1,720
Special Practice Areas (Monitoring)		18	NA	\$2,400	\$1,200	\$1,200
Road Maintenance		11,400 ft	\$1,000	\$1,000	\$500	\$500
TOTALS:				\$92,906	\$54,516	\$38,390

*does not include inplanting

Practice Component YEAR 7	Units	Cost/Unit	Total Cost	Applicant	FSP Share
Site Preparation	3	\$3,314	\$9,941	\$6,941	\$3,000
Weed Control and Mulching	21	\$2,225	\$46,725	\$40,425	\$6,300
Fertilization/Soil Amendments	3	\$525	\$1,575	\$525	\$1,050
Seedling Acquisition	10760 plants	\$2/plant	\$21,520	\$0	\$21,520
Planting	9	\$4,200	\$14,700	\$10,700	\$4,000
Irrigation	9	\$240	\$1,720	\$0	\$1,720
Special Practice Areas (Monitoring)	21	NA	\$2,400	\$1,200	\$1,200
Road Maintenance	11,400 ft	\$1,000	\$1,000	\$500	\$500
TOTALS:			\$99,581	\$60,291	\$39,290

*does not include inplanting

Practice Component YEAR 8	Units	Cost/Unit	Total Cost	Applicant	FSP Share
Site Preparation	3	\$3,314	\$9,941	\$6,941	\$3,000
Weed Control and Mulching	24	\$2,225	\$53,400	\$46,200	\$7,200
Fertilization/Soil Amendments	3	\$525	\$1,575	\$525	\$1,050
Seedling Acquisition	10760 plants	\$2/plant	\$21,520	\$0	\$21,520
Planting	9	\$4,200	\$14,700	\$10,700	\$4,000
Irrigation	9	\$240	\$1,720	\$0	\$1,720
Special Practice Areas (Monitoring)	24	NA	\$2,400	\$1,200	\$1,200
Road Maintenance	11,400 ft	\$1,000	\$1,000	\$500	\$500
TOTALS:			\$106,256	\$66,066	\$40,190

*does not include inplanting

Practice Component YEAR 9	Units	Cost/Unit	Total Cost	Applicant	FSP Share
Site Preparation	3	\$3,314	\$9,941	\$6,941	\$3,000
Weed Control and Mulching	27	\$2,225	\$60,075	\$51,975	\$8,100
Fertilization/Soil Amendments	3	\$525	\$1,575	\$525	\$1,050
Seedling Acquisition	10760 plants	\$2/plant	\$21,520	\$0	\$21,520
Planting	9	\$4,200	\$14,700	\$10,700	\$4,000
Irrigation	9	\$240	\$1,720	\$0	\$1,720
Special Practice Areas (Monitoring)	27	NA	\$2,400	\$1,200	\$1,200
Road Maintenance	11,400 ft	\$1,000	\$1,000	\$500	\$500
TOTALS:			\$112,931	\$71,841	\$41,090

*does not include inplanting

Practice Component YEAR 10	Units	Cost/Unit	Total Cost	Applicant	FSP Share
Site Preparation	3	\$3,314	\$9,941	\$6,941	\$3,000
Weed Control and Mulching	30	\$2,225	\$66,750	\$57,750	\$9,000
Fertilization/Soil Amendments	3	\$525	\$1,575	\$525	\$1,050
Seedling Acquisition	10760 plants	\$2/plant	\$21,520	\$0	\$21,520
Planting	9	\$4,200	\$14,700	\$10,700	\$4,000
Irrigation	9	\$240	\$1,720	\$0	\$1,720
Special Practice Areas (Monitoring)	30	NA	\$2,400	\$1,200	\$1,200
Road Maintenance	11,400 ft	\$1,000	\$1,000	\$500	\$500
TOTALS:			\$119,606	\$77,616	\$41,990

*does not include inplanting

Year	Total Budget	Landowner	State Share	Other
2008	\$59,541	\$29,921	\$29,620	
2009	\$62,906	\$31,366	\$31,540	
2010	\$72,881.00	\$37,191.00	\$35,690.00	
2011	\$79,556.00	\$42,966.00	\$36,590.00	
2012	\$86,231.00	\$48,741.00	\$37,490.00	
2013	\$92,906.00	\$54,516.00	\$38,390.00	
2014	\$99,581.00	\$60,291.00	\$39,290.00	
2015	\$106,256.00	\$66,066.00	\$40,190.00	
2016	\$112,931.00	\$71,841.00	\$41,090.00	
2017	\$119,606.00	\$77,616.00	\$41,990.00	
TOTALS	\$892,395	\$520,515	\$371,880	

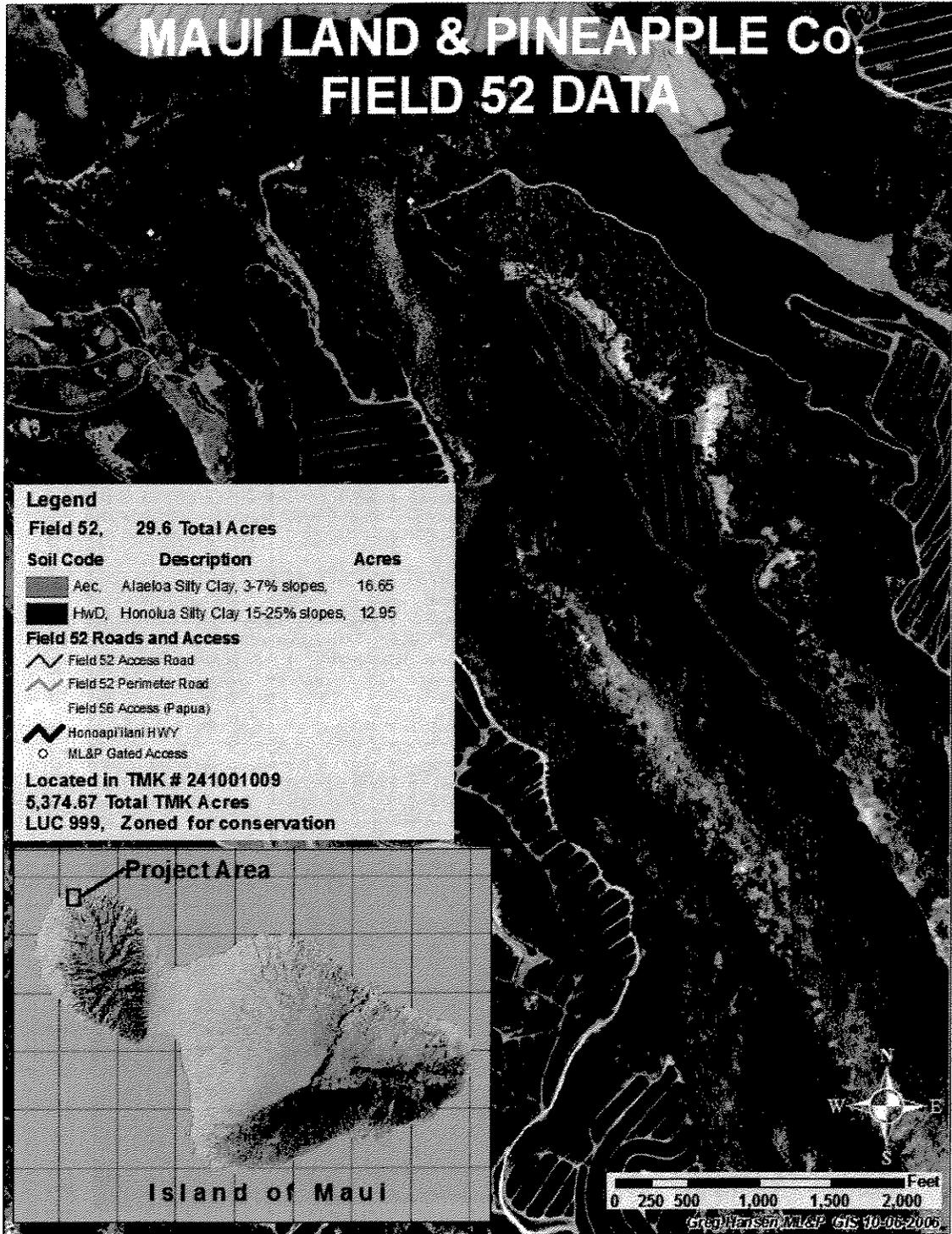


Figure 10. Project Area Map with Roadways



Figure 11. View of project area (Field 52) in West Maui, the proposed site for a Hawaii Forest Stewardship Program project.

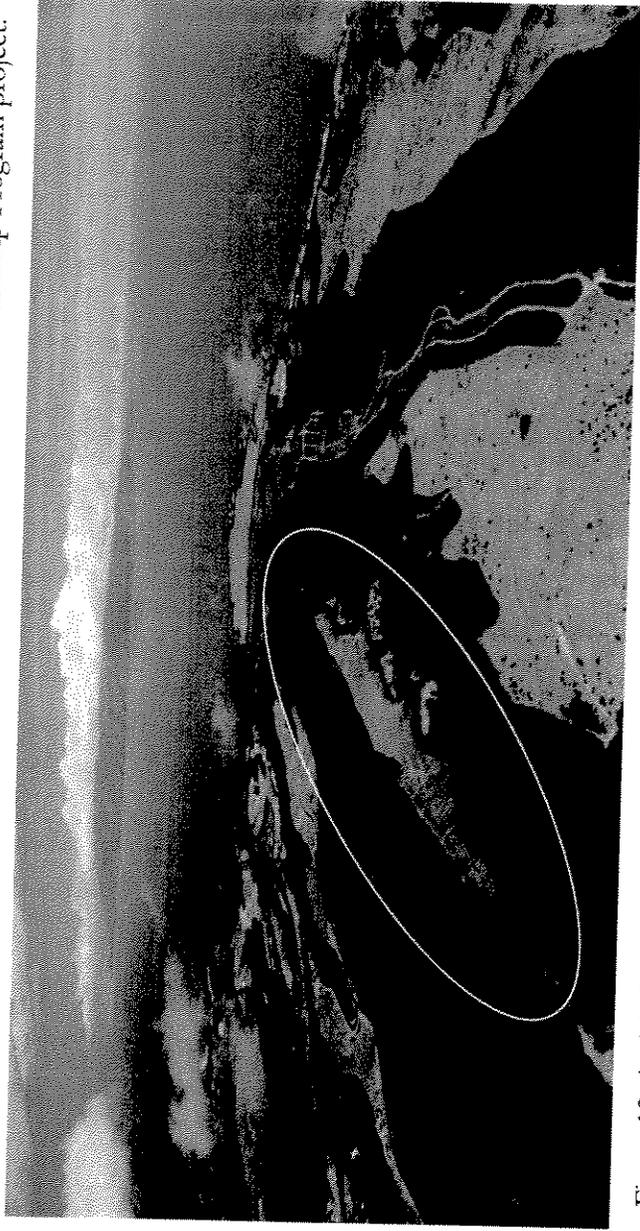


Figure 12. Aerial view of project area (circled in yellow), looking makai.

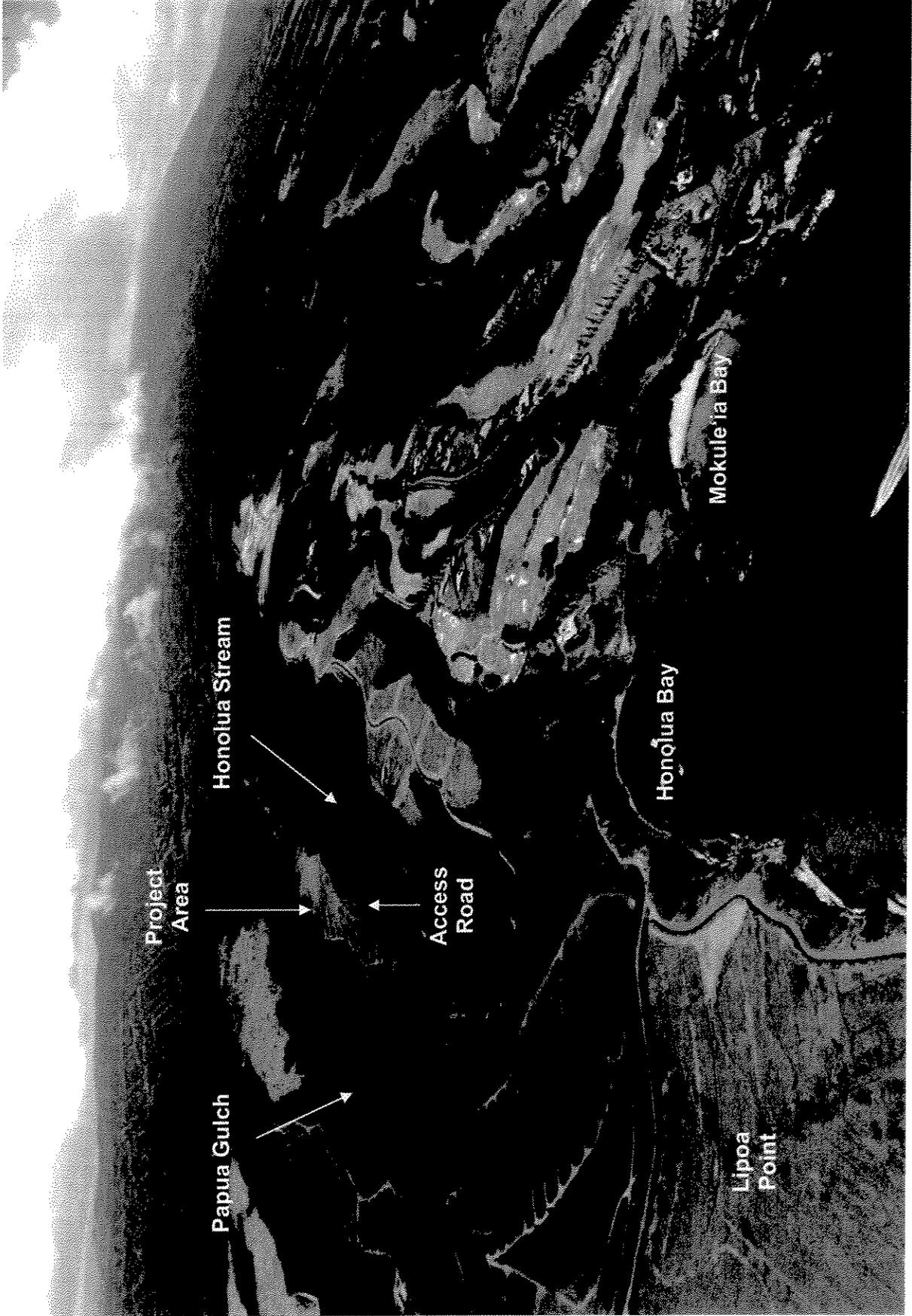


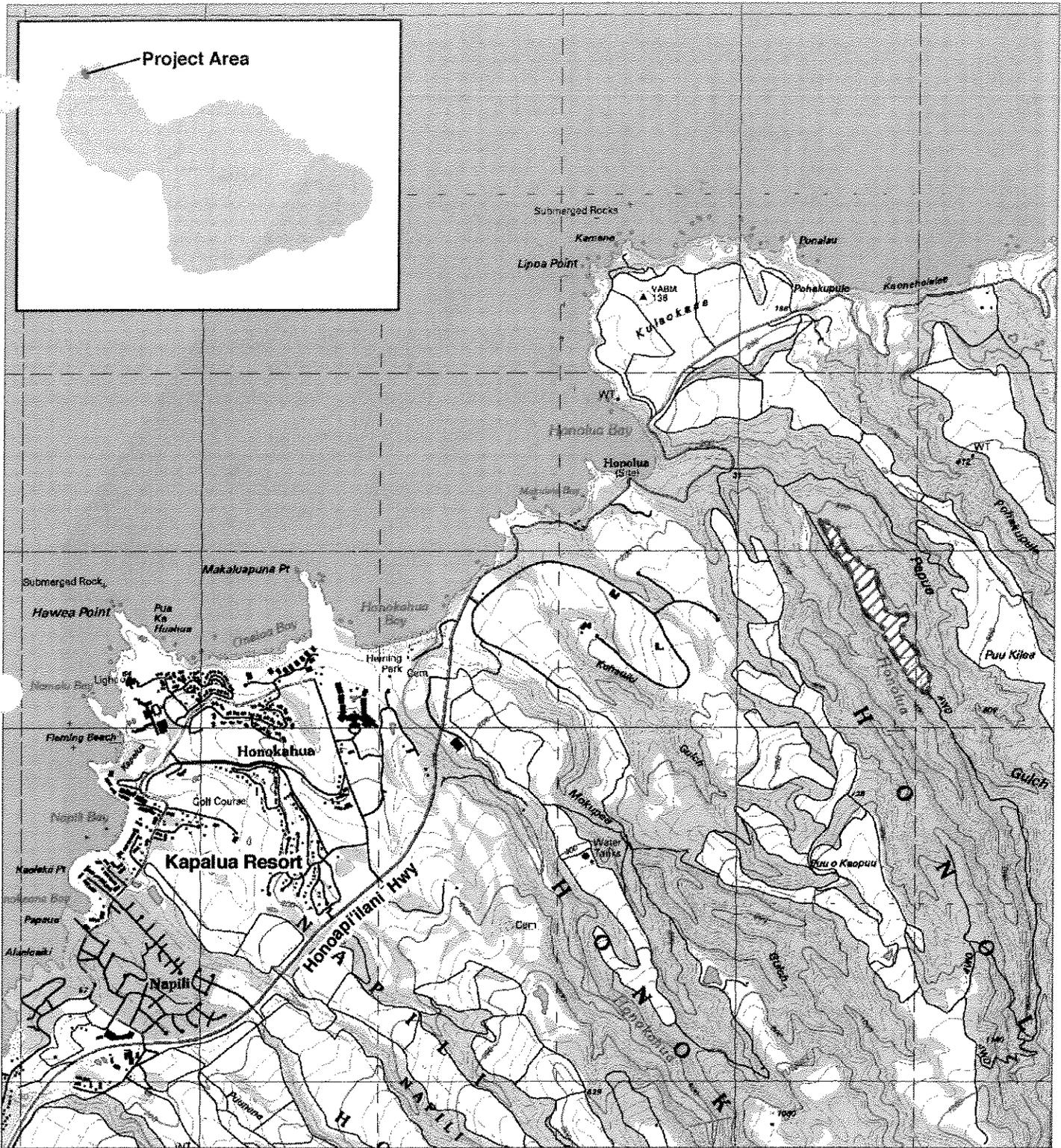
Figure 13. Aerial view of project area with surrounding landmarks in West Maui.

Hawaii Forest Stewardship Program

Appendix 2

List of Proposed Species:

Botanical Name	Hawaiian Name
<i>Acacia koa</i>	Koa
<i>Acacia koaia</i>	Koaia
<i>Achyranthes splendens</i>	
<i>Alyxia oliviformis</i>	Maile
<i>Argemone glauca</i>	Pua kala
<i>Artemisia australis</i>	'Ahinahina
<i>Artemisia mauiensis</i>	'Ahinahina
<i>Bidens</i> spp.	Ko'oko'olau
<i>Canavalia pubescens</i>	'Awikiwiki
<i>Carex</i> spp.	
<i>Chamaesyce celastroides</i>	'Akoko
<i>Chenopodium oahuense</i>	'Aweoweo
<i>Cocculus orbiculatus</i>	Huehue
<i>Coprosma foliosa</i>	Pilo
<i>Cordia subcordata</i>	Kou
<i>Cyperus</i> spp.	
<i>Dianella sandwicensis</i>	'Uki'uki
<i>Diospyros sandwicensis</i>	Lama
<i>Dodonaea viscosa</i>	'A'ali'i
<i>Eragrostis variabilis</i>	Kawelu
<i>Erythrina sandwicensis</i>	Wiliwili
<i>Heteropogon contortus</i>	Pili
<i>Hibiscus brackenridgei</i>	Ma'o hau hele
<i>Ipomoea indica</i>	Koali awa
<i>Jacquemontia ovalifolia</i>	Pa'uohi'iaka
<i>Lipochaeta</i> spp.	Nehe
<i>Metrosideros polymorpha</i>	'Ohi'a lehua
<i>Myoporum sandwicense</i>	Naio
<i>Nephrolepis cordifolia</i>	Kupukupu
<i>Nesoluma polynesianum</i>	Keahi
<i>Nestegis sandwicensis</i>	Olopua
<i>Nototrichium</i> <i>sandwicense</i>	Kulu'i
<i>Osteomeles anthyllidifolia</i>	U'ulei
<i>Peperomia</i> spp.	'Ala'ala wai nui
<i>Pipterus albidus</i>	Mamaki
<i>Santalum ellipticum</i>	Iliahialoe
<i>Sida fallax</i>	'Ilima
<i>Vigna o-wahuense</i>	
<i>Wikstroemia uva-ursi</i>	'Akia



Legend

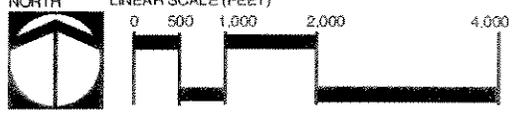
 Honolua Wao Kele

Figure 1
Regional Location Map
Honolua Wao Kele

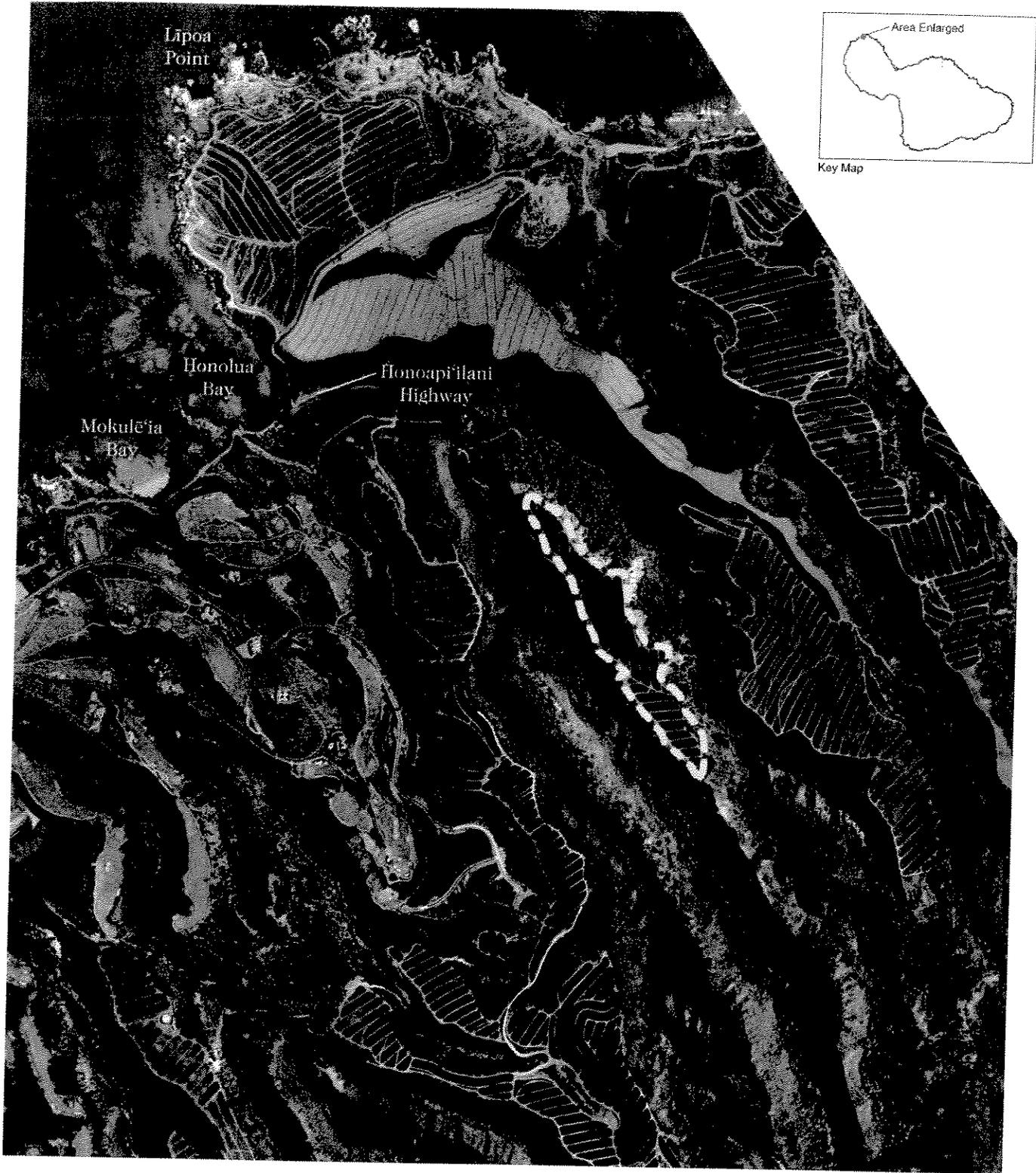
Maui Land & Pineapple Company, Inc. Island of Maui

NORTH LINEAR SCALE (FEET)

0 500 1,000 2,000 4,000




Source: U.S. Geological Survey
Disclaimer: This graphic has been prepared for general planning purposes only.



LEGEND

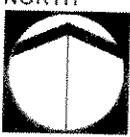
Honolua Wao Kele

Figure 2
Aerial Photograph

Honolua Wao Kele

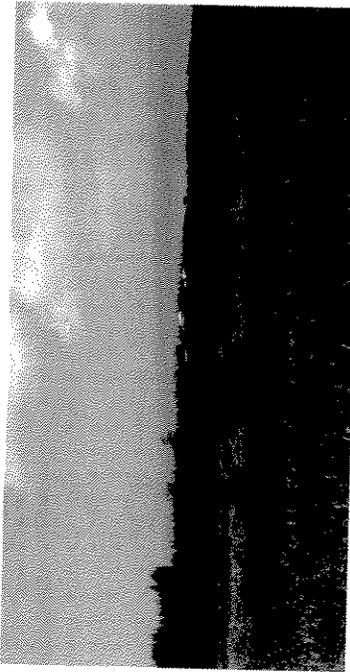
Maui Land & Pineapple Company, Inc.

Island of Maui

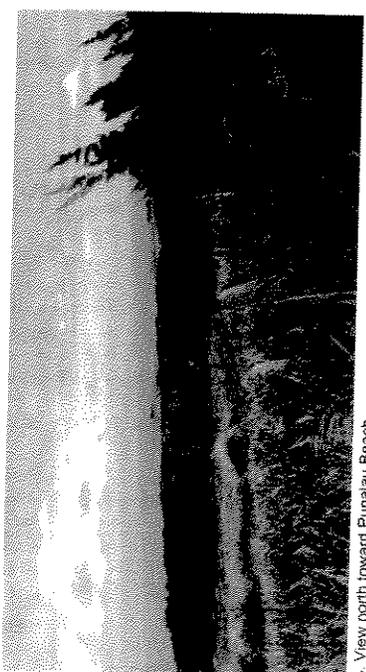


NOT TO SCALE





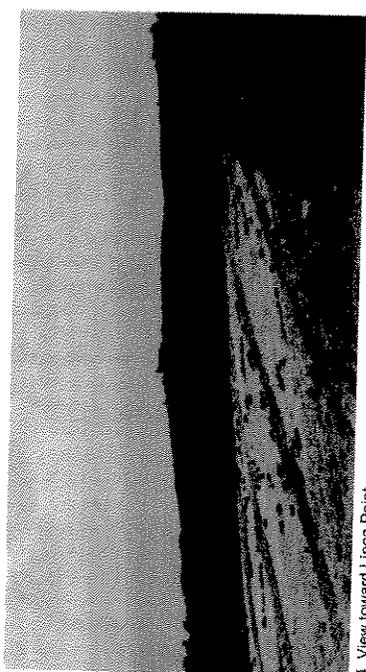
1. View toward Kapa'ula Resort.



3. View north toward Punalau Beach



2. View toward Honolua Bay.



4. View toward Lipoa Point.



Ironwood Trees - an invasive species.



African Tulip - an invasive species.

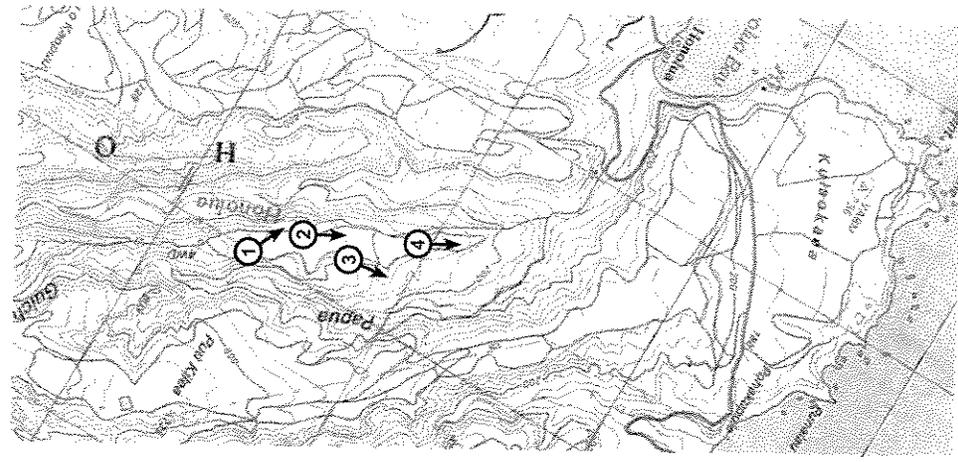
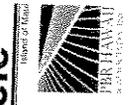
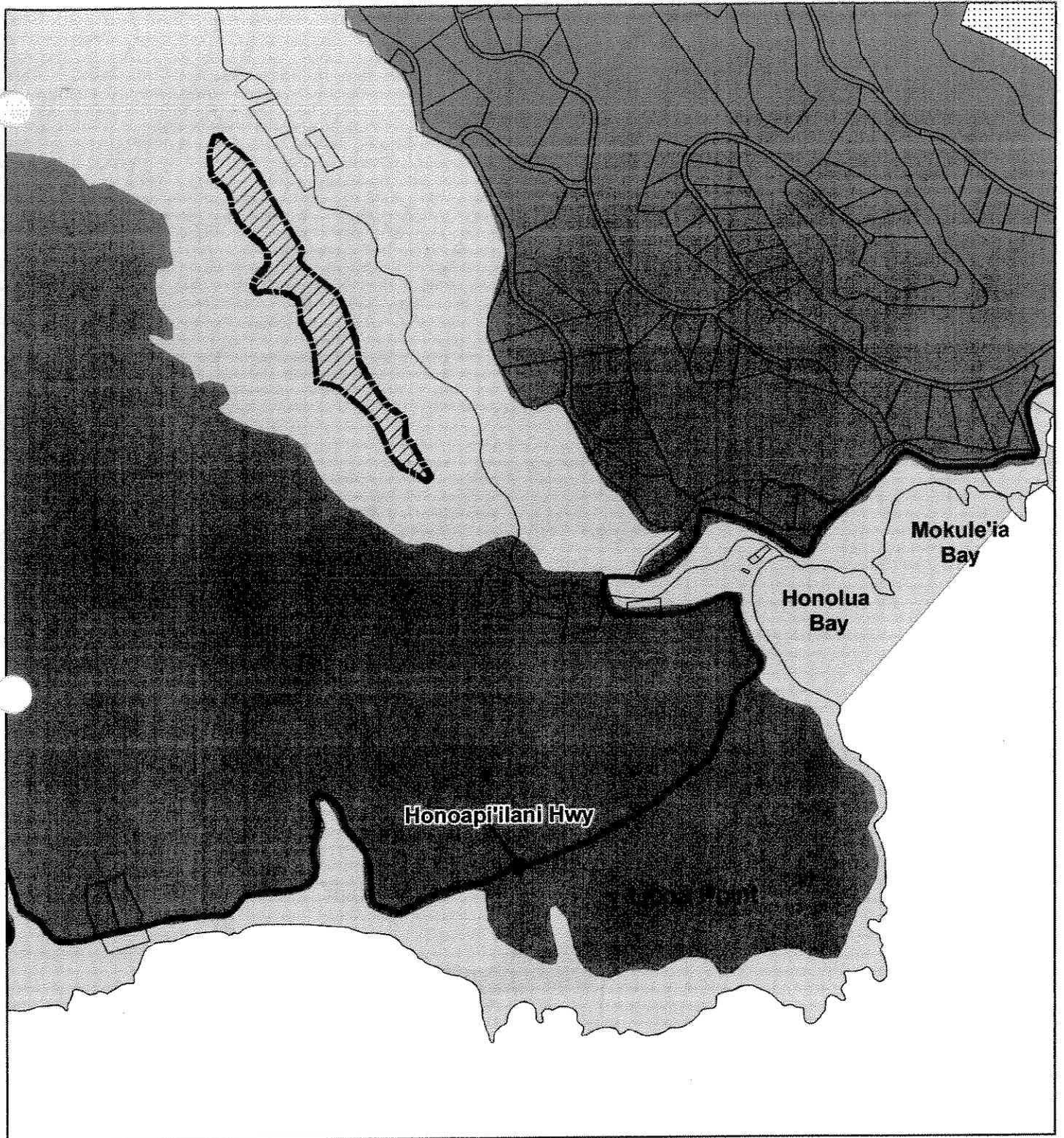


Figure 4
Site Photographs

Honolua Wao Kele



Photos taken on 4.25.06



LEGEND

 Honolua Wao Kele

Land Use District

 Agriculture

 Conservation

 Rural

Source: State Land Use Commission 2004
 Disclaimer: This graphic is intended for general planning purposes only.

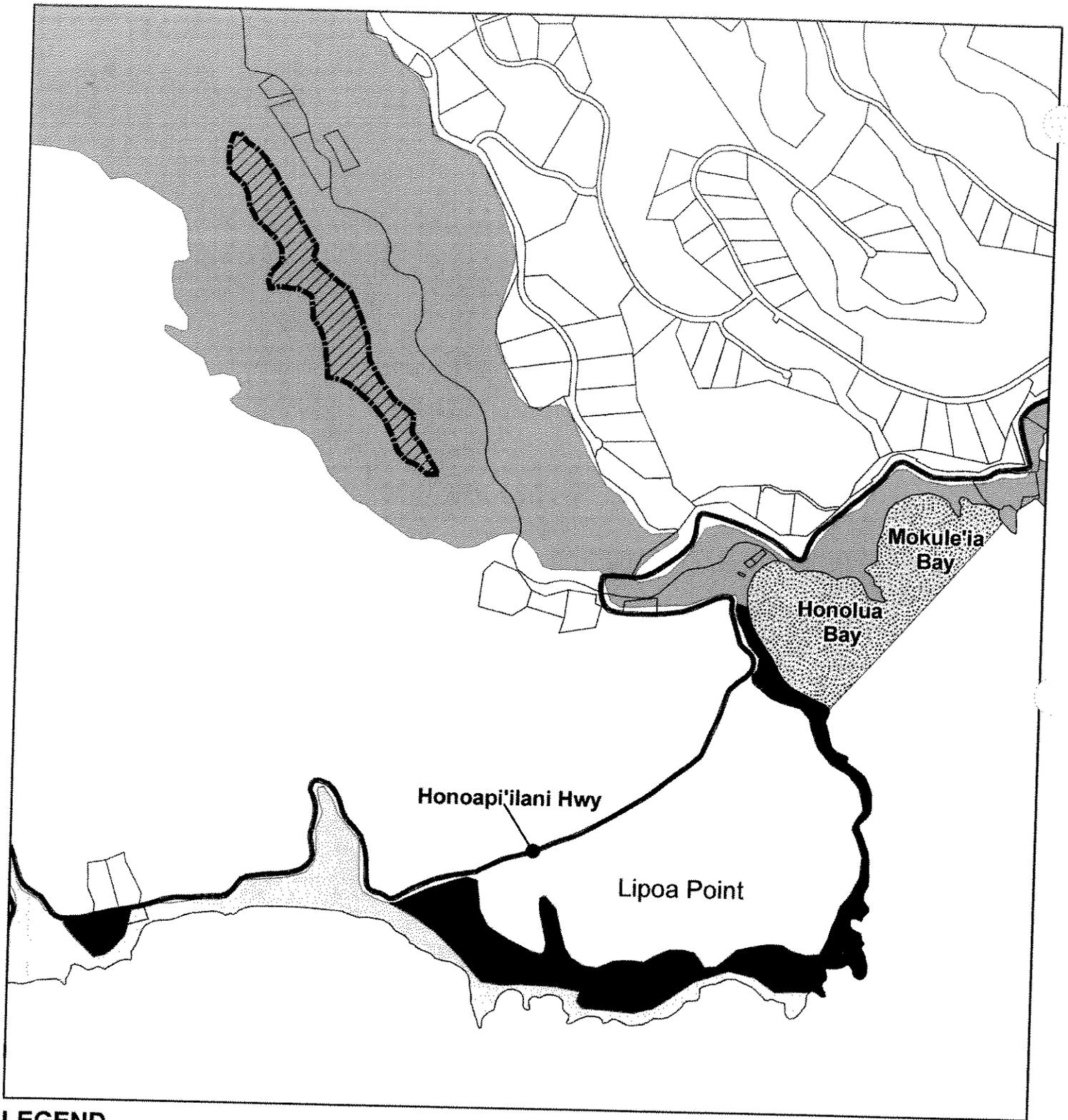
Figure 5
 State Land Use

Honolua Wao Kele

Maui Land & Pineapple Company, Inc. Island of Maui

NORTH **LINEAR SCALE (FEET)**





LEGEND

-  Honolua Wao Kele
- Conservation District Subzone**
-  General Subzone
-  Limited Subzone
-  Protective Subzone
-  Resource Subzone

Source: Hawaii Dept. of Natural Resources 2000

Disclaimer: This graphic is intended for general planning purposes only.

Figure 6
Conservation District Subzones

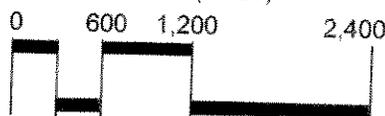
Honolua Wao Kele

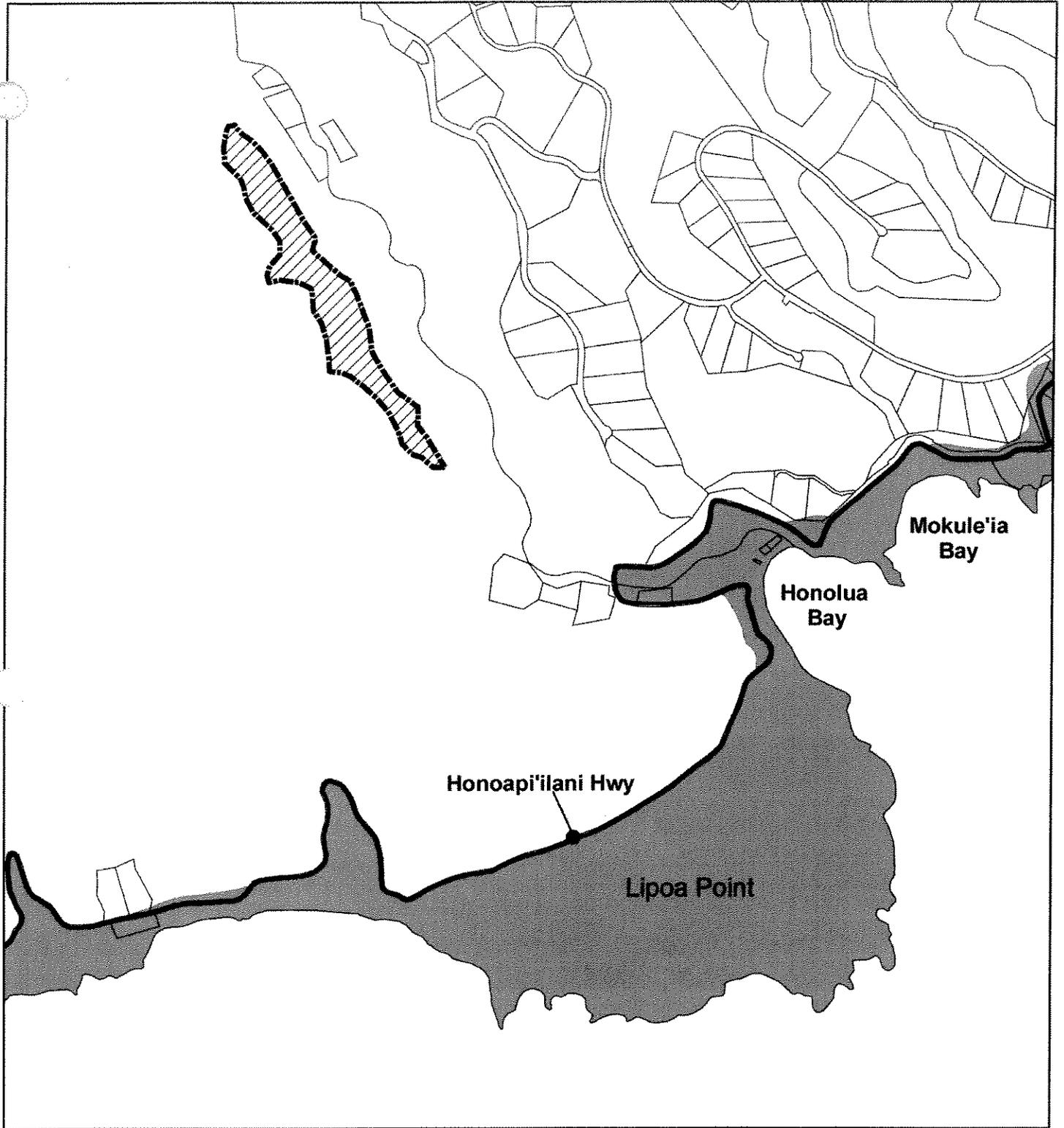
Maui Land & Pineapple Company, Inc

NORTH

LINEAR SCALE (FEET)

Island of Maui





LEGEND

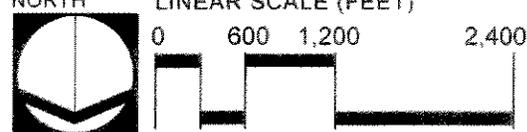
-  Honolua Wao Kele
-  Special Management Area

Figure 7
Special Management Area

Honolua Wao Kele

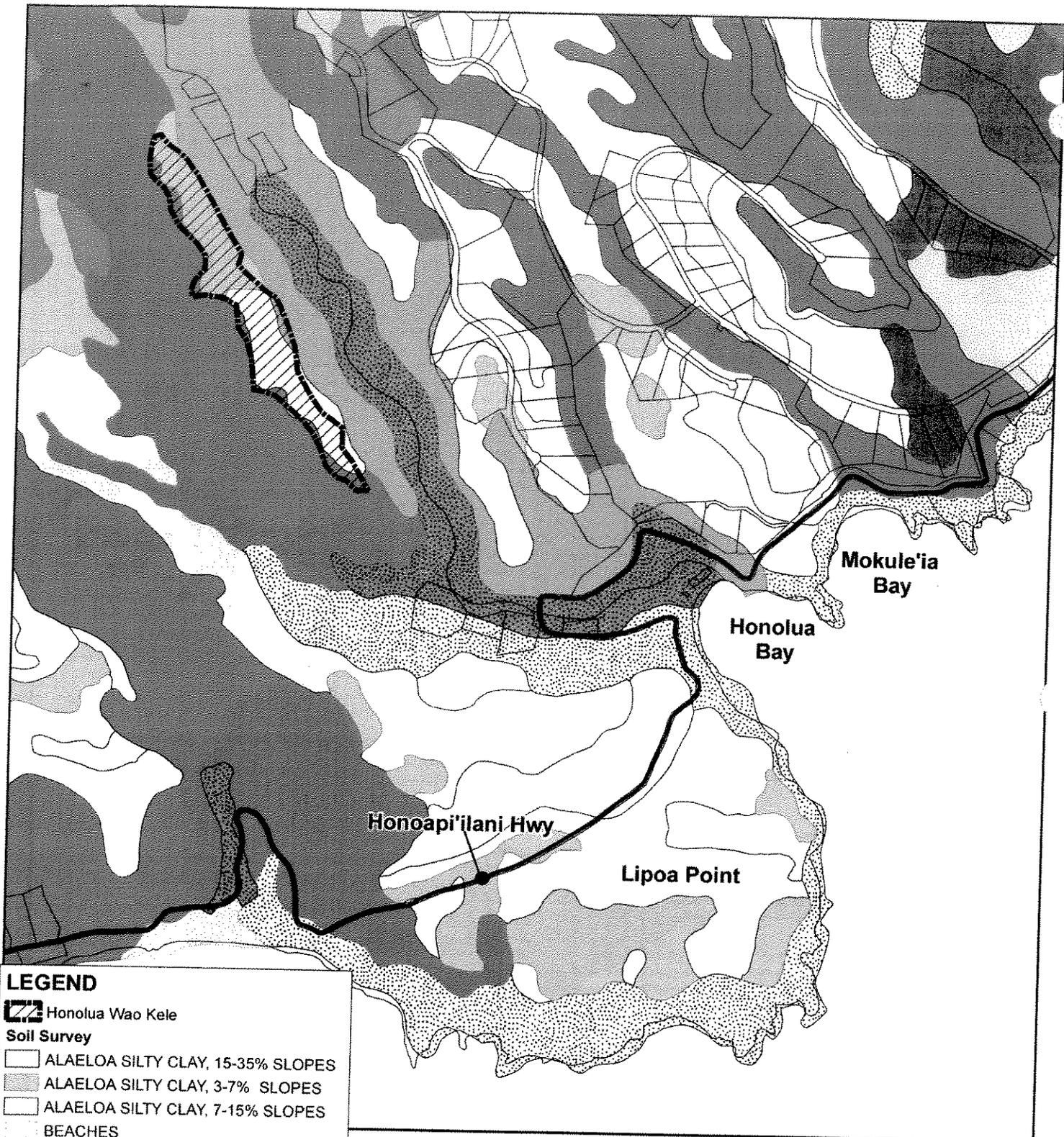
Maui Land & Pineapple Company, Inc. Island of Maui

NORTH LINEAR SCALE (FEET)





Source: State of Hawaii GIS, 1998
Disclaimer: This graphic is intended for general planning purposes only.



LEGEND

 Honolua Wao Kele

Soil Survey

-  ALAELOA SILTY CLAY, 15-35% SLOPES
-  ALAELOA SILTY CLAY, 3-7% SLOPES
-  ALAELOA SILTY CLAY, 7-15% SLOPES
-  BEACHES
-  HONOLUA SILTY CLAY, 15-25% SLOPES
-  HONOLUA SILTY CLAY, 7-15% SLOPES
-  KAHANA SILTY CLAY, 3-7% SLOPES
-  KAHANA SILTY CLAY, 7-15% SLOPES
-  ROCK LAND
-  ROUGH BROKEN AND STONY LAND
-  ROUGH BROKEN LAND
-  STONY ALLUVIAL LAND

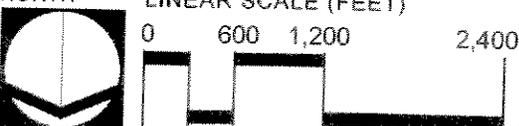
Figure 8
 Natural Resources Conservation Service,
 Soil Survey

Honolua Wao Kele

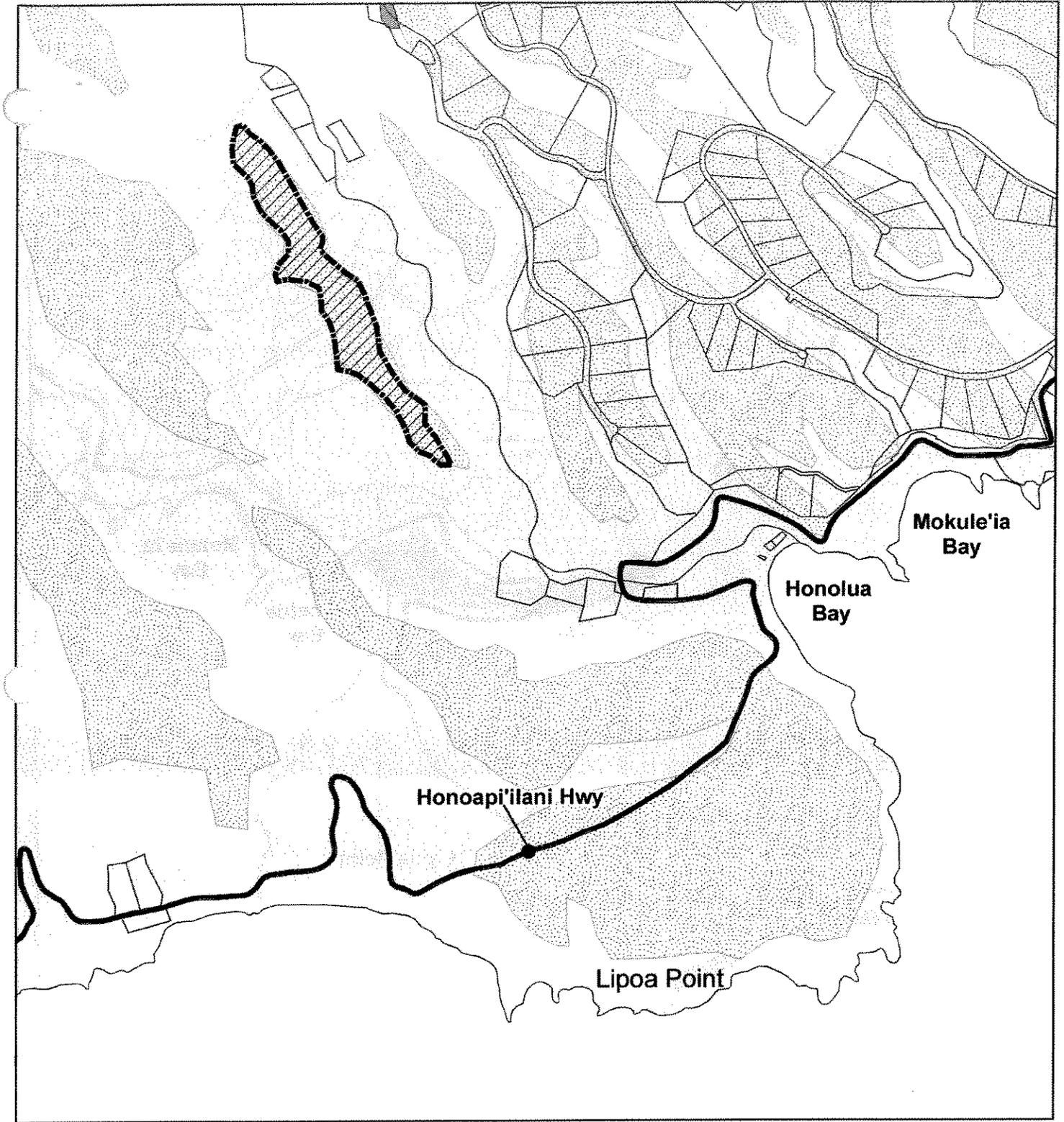
Maui Land & Pineapple Company, Inc. Island of Maui

NORTH LINEAR SCALE (FEET)

0 600 1,200 2,400




Source: US Dept. of Agriculture NRCS GIS 1995
 Disclaimer: This graphic is intended for general planning purposes only.



LEGEND

 Honolua Wao Kele

Soil Classification

 C : Fair

 E: Very Poor

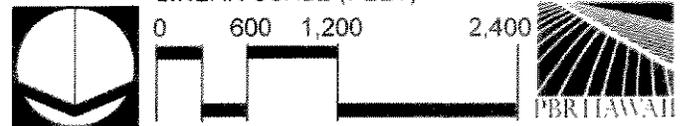
Figure 9
Detailed Land Classification

Honolua Wao Kele

Maui Land & Pineapple Company, Inc
NORTH

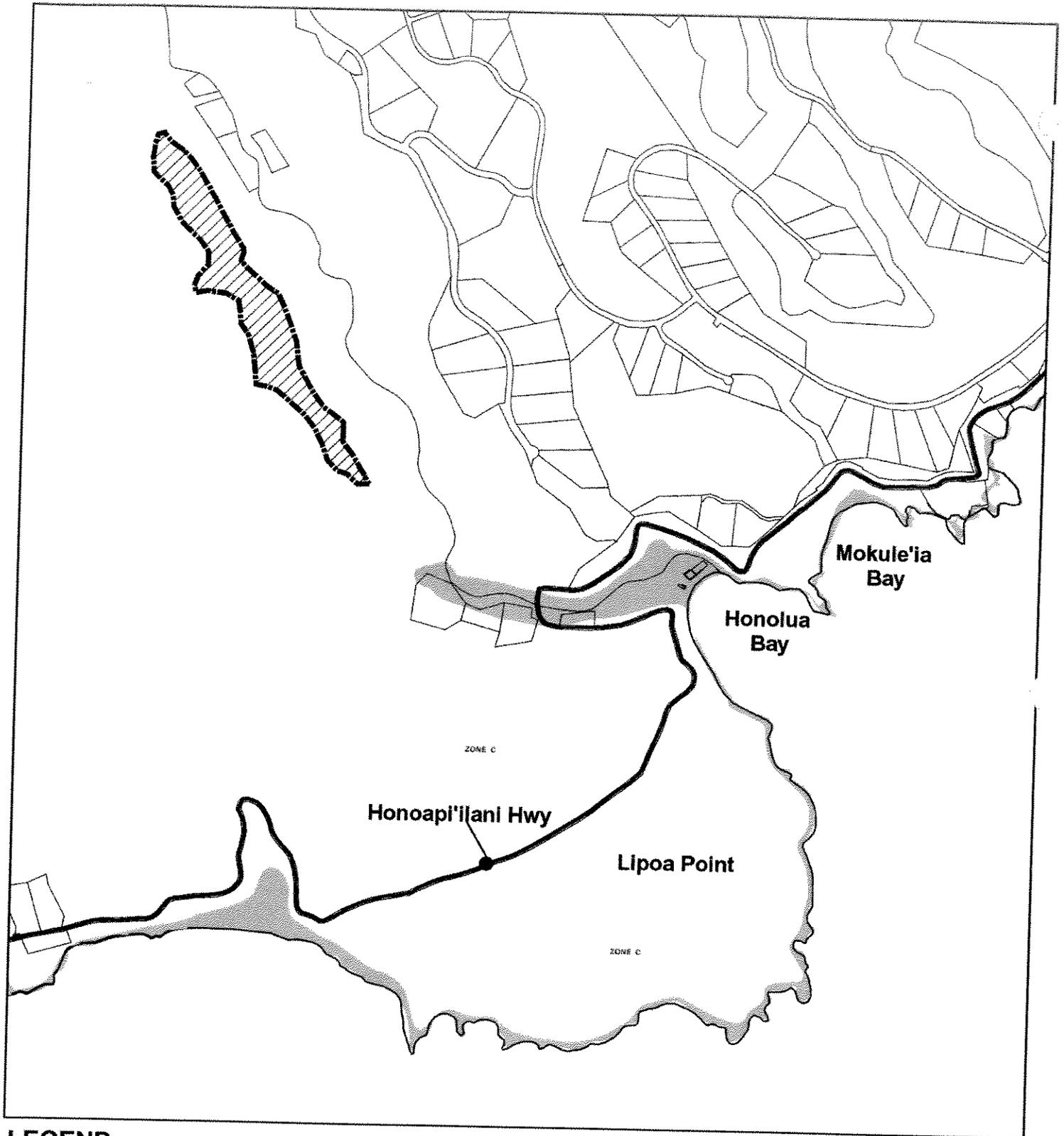
Island of Maui

LINEAR SCALE (FEET)



Source: Land Study Bureau 1967

Disclaimer: This graphic is intended for general planning purposes only.



LEGEND

-  Honolua Wao Kele
-  Zone A: 100 Year Floodplain
-  Zone C: Areas of Minimal Flooding

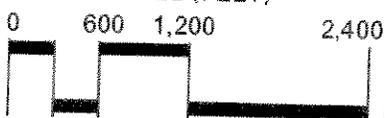
Figure 10
Flood Insurance Rate Map

Honolua Wao Kele

Maui Land & Pineapple Company, Inc. Island of Maui

NORTH LINEAR SCALE (FEET)

0 600 1,200 2,400

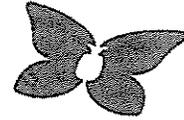




Source: FEMA Flood Insurance Rate Map Quads 1500030139B, 38B
Disclaimer: This graphic is intended for general planning purposes only.

Kapalua Land Co.
 Resort Maintenance Dept.
 100 Service Road
 Lahaina, HI 96761
 Office (808) 669-1681 // Fax (808) 665-5498

PROPOSAL

Prepared By: Ja Kalani
 Date: 09/06/2007



Quotation For:

Project Title: Honolua Wao Kele

Comments or Special Instructions:

This information is based on market value

EQUIPMENT RENTAL	WEEKLY	RATE	AMOUNT
Takiuchi 150 Skid Steer	1	600.00	\$ 600.00
Ford F-450 3/4xl. Dump	1	700.00	\$ 700.00
Caterpillar D-4 Dozer	1	1,700.00	\$ 1,700.00
Bob Cat Versahandler lift w/auger	1	1,120.00	\$ 1,120.00
Chipper	1	700.00	\$ 700.00
Water Tank	1	500.00	\$ 500.00
	0	0.00	\$ -
	0	0.00	\$ -
	0	0.00	\$ -
	0	0.00	\$ -
	0	0.00	\$ -
	0	0.00	\$ -
	0	0.00	\$ -
	0	0.00	\$ -
	0	0.00	\$ -
	0	0.00	\$ -
	0	0.00	\$ -
	0	0.00	\$ -
	0	0.00	\$ -
		PARTS TOTAL	\$ 5,320.00
LABOR	RATE	HOURS	AMOUNT
For prep	31.21	100	\$ 3,121.00
	0	0	\$ -
	0	0	\$ -
	0	0	\$ -
CONTRACTORS QUOTES			
			\$ -
Electrical			
	0	0	\$ -
		LABOR TOTAL	\$ 3,121.00
		CONTRACTOR PRICE	\$ -
		WEEKLY RENTAL TOTAL	\$ 5,320.00
		LABOR TOTAL	\$ 3,121.00
		TOTAL	\$ 8,441.00
		TAX	\$ 351.65
		GRAND TOTAL	\$ 8,792.65

Hawaii Forest Stewardship Program
Appendix 3
Letters of Support



Located in Napili
PMB #186
5095 Napilihau Street, #109B
Lahaina, HI 96761
Office (808) 665-9966
Fax (808) 665-1075
www.mauiprep.org

Forest Stewardship Committee
Department of Land and Natural Resources
Division of Forestry & Wildlife
1151 Punchbowl Street, Room 325
Honolulu, HI 96813

September 10, 2007

To Whom It May Concern:

Maui Preparatory Academy is very excited to partner with Maui Land & Pineapple in the Honolua Wao Kele reforestation project. As you may know, the Honolua region is both an important cultural and natural resource for those who live on Maui. Maui Prep is especially excited to participate in this project because this region sits in such close proximity to our school. The reforestation project will give students a chance to act as responsible stewards of their environment on a local scale. Many of our students frequent the Honolua Bay region as surfers or divers; this volunteer opportunity will provide them a unique sense of ownership and pride by being contributing members of their local community.

I foresee the Maui Prep Upper School students participating in seed collection as well as planting and frequently maintaining the site for this project. By giving them the opportunity to get their "hands dirty", we are bringing to life what we attempt to instill in them in the classroom. One of the core values of our school is to develop an appreciation for and commitment to preserving our unique island environment. We can teach them the theory in our classroom, but this opportunity allows the Maui Prep faculty and students to make our community our classroom.

Sincerely,

Ryan Kirkham
Director of Student Life and Athletics
Science Faculty

Forest Stewardship Committee
Department of Land and Natural Resources
Division of Forestry & Wildlife
1151 Punchbowl Street, Room 325
Honolulu, HI 96813

October 11, 2007

To Whom it Concerns,

My name is Emily Carlson and I am the Volunteer Programs and Outreach Coordinator for the Hawaiian Islands Humpback Whale National Marine Sanctuary in Kihei, Maui. We gladly support this reforestation project and understand the value of restoring Hawaii's native forests. This is an educational opportunity for our volunteers to get involved in helping to restore an important watershed.

Kind regards,



Emily Carlson
Hawaiian Islands Humpback Whale National Marine Sanctuary
Volunteer Programs & Outreach Coordinator
726 S. Kihei Rd.
Kihei, HI 96753

Tel: 879-2818 x102
Email: emily.carlson@noaa.gov

Headquarters
Maui Office
726 South Kihei Road
Kihei, Hawaii 96753
Toll Free (800) 831-4848
Voice (808) 879-2818
Fax (808) 874-3815
hihumpbackwhale@noaa.gov

Oahu Office
6700 Kalaanani'ole Highway
Suite 104
Honolulu, Hawaii 96825
Voice (808) 397-2651
Fax (808) 397-2650

Kauai Office
Kulan Grove Executive Center
4370 Kulan Grove Street
Suite 206
Lihue, Hawaii 96766
Voice (808) 246-2860
Fax (808) 246-2862

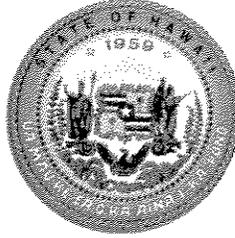
State of Hawaii
Department of Land and
Natural Resources
1151 Punchbowl Street
Suite 350
Honolulu, Hawaii 96813
Voice (808) 587-0106
Fax (808) 587-0115



NATIONAL MARINE
SANCTUARIES



Hawaiian
Islands
Humpback
Whale
National
Marine
Sanctuary



STATE OF HAWAII
STATE PROCUREMENT OFFICE

CERTIFICATE OF VENDOR COMPLIANCE

This document presents the compliance status of the vendor identified below on the issue date with respect to certificates required from the Hawaii Department of Taxation (DOTAX), the Internal Revenue Service, the Hawaii Department of Labor and Industrial Relations (DLIR), and the Hawaii Department of Commerce and Consumer Affairs (DCCA).

Vendor Name: MAUI LAND & PINEAPPLE COMPANY, INC.
DBA/Trade Name: MAUI LAND & PINEAPPLE COMPANY, INC.
Issue Date: 05/12/2008
Status: Compliant
 Hawaii Tax#: W2027602401
 FEIN/SSN#: 99-0107542
 UI#: 0000307548
 DCCA FILE#: 756

Status of Compliance for this Vendor on issue date:

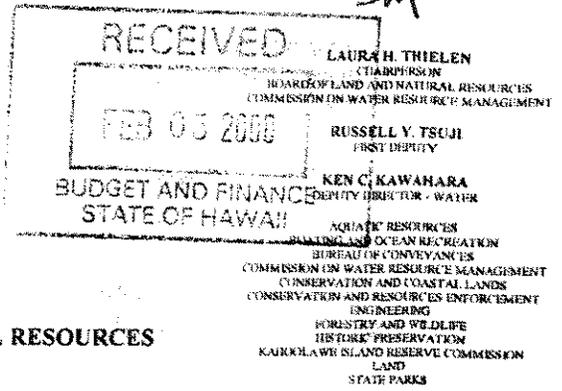
Form	Department(s)	Status
A-6	Hawaii Department of Taxation Internal Revenue Service	Compliant
COGS	Hawaii Department of Commerce & Consumer Affairs	Compliant
LIR27	Hawaii Department of Labor & Industrial Relations	Compliant



Status Legend:

Status	Description
Exempt	The entity is exempt from this requirement
Compliant	The entity is compliant with this requirement
Pending	The entity is compliant with DLIR requirement
Submitted	The entity has applied for the certificate but it is awaiting approval
Not Compliant	The entity is not in compliance with the requirement and should contact the issuing agency for more information

LINDA LINGLE
GOVERNOR OF HAWAII



STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES

POST OFFICE BOX 621
HONOLULU, HAWAII 96809

B&F 12477
S: 2112108

MEMORANDUM

08:0305226

TO: THE HONORABLE LINDA LINGLE
Governor of Hawaii

THRU: HONORABLE GEORGINA KAWAMURA
Director of Finance Department of Budget and Finance

FROM: *PL* LAURA H. THIELEN, Chairperson
Board of Land and Natural Resources *LT*

SUBJECT: Request Approval of a 10 year contract with a landowner Maui Land & Pineapple Company, Inc., pursuant to Chapter 195F, HRS, and Act 327, SLH 1991, Forest Stewardship Program; Chapter 247-7, and Act 195, SLH 1993, Conveyance Tax.

In accordance with FY 2007 Budget Execution Policies and Instructions – Executive Memo No. 07-01, we are requesting Governor’s approval to enter into contracts of services for the Forest Stewardship and Natural Area Partnership Program for Projects that provide at least \$25,000 state cost-share contribution. The Forest Stewardship Program provides funding to assist private landowners to manage, protect, and restore important watersheds, native vegetation, fish and wildlife habitats, rare and endangered plants, and other important natural resources in Hawaii. Use of the Forest Stewardship Fund shall not exceed fifty percent of the cost of implementing the approved management plan.

Specifically, we are requesting your approval to enter into a contract with landowner Maui Land and Pineapple Company, Inc. (ML&P), to participate in the Forest Stewardship Program. ML&P is a private organization interested in restoring a 30 acre fallow pineapple field, located in West Maui, to a native dry-mesic forest plant community in effort to return the area to a condition as close to its original native state as possible. This land will be held in conservation and the project is intended to minimize erosion, provide filtration for runoff and give added protection to riparian areas. To increase community awareness and stewardship involvement, ML&P will provide educational and volunteer opportunities to community members and visitors to their land. The applicant is seeking assistance from the Forest Stewardship Program for the 30 acres of forest restoration using all native species. The Forest Stewardship Advisory Committee approved the ML&P Honolua Wao Kele Forest Stewardship management plan on January 15, 2008.

The projected total cost of the ML&P Honolua Wao Kele project is \$925,709.00 of which \$385,570.00 in state funds will be provided in periodic cost-share reimbursement payments during a ten-year period. The total contract period is anticipated to be for thirty years, which

includes the initial ten years of cost-share and a twenty year maintenance period, and will begin on or before June 1, 2008 and end June 1, 2038.

Annual appropriations and payments to ML&P are subject to continued State funding of its fifty percent share of the approved management budget.

Attachments:

- 1) Approved Forest Management Plan and budget schedule
- 2) The Forest Stewardship Advisory Committee Approval Form

RECOMMEND:

APPROVAL

DISAPPROVAL

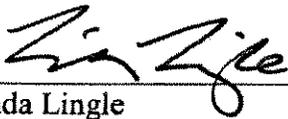


GEORGINA KAWAMURA
Director of Budget and Finance

3/5/08
DATE

APPROVED

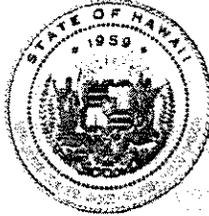
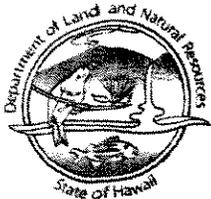
DISAPPROVED



Linda Lingle
Governor, State of Hawaii

3/5/08
DATE

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 Land
Conservation and Resources Enforcement
Engineering
Forestry and Wildlife
Historic Preservation
Kaiohawe Island Reserve Commission
Land
State Parks

January 23, 2008

Mrs. Megan Webster
Maui Land & Pineapple Company, Inc.
1000 Kapalua Drive
Lahaina, HI 96761

Dear Mrs. Webster:

Thank you for your interest in the State Forest Stewardship Program and the submission of the Honolua Wao Kele 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 January 15, 2008 in Hilo, 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 Maui Land & Pineapple Company, Inc. 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 Resources
State of Hawaii

Forest Stewardship Program Review and Approval Form

VENDOR

2008-0 Honolua Wao Kele FSP Management Plan (ML&P)

Funding Rqst \$ \$371,880

Cash Match \$ _____

In Kind Match \$ \$520,515

Purchase Order No: _____

Background Information

5,375 acre land in East Maui zoned Conservation, 30 acres in the FSP project. Formerly in pineapple production. Plan was deferred at last FSP Committee meeting, applicant has addressed Committee's comments.

Project Description

Restore the native dry-mesic forest plant community to close to its original state. Goals to minimize erosion, protection riparian areas, increase wildlife habitat, education through volunteer opportunities.

GRANT REVIEW PROCESS

1. Date Received

01/15/2008

Stewardship Response Comments _____ Coordinator Signature _____

See attached FSP meeting minutes

2. Applicant Response

n/a

3. Subcommittee Review

Subcommittee Review Comments* _____ Signature _____

n/a

4. Applicant revisions received

___ Yes ___ No

5. Council Meeting

Date January 15, 2008 Location Hilo, Hawaii DOFAW Baseyard

FINAL COUNCIL DECISION

Project Approved approved

Amount Awarded \$ _____

Project Deferred or Pending. _____

Recommendations of Council/Members Abstaining from Vote: none

Signature of Forest Stewardship Advisory Chair

William Rowe

Date 1-18-08

*The subcommittee convenes to pre-review grant applications (Stewardship, Forest Lands Enhancement and Forest Legacy) between quarterly meetings.



Maui Land & Pineapple Company, Inc.

Forest Stewardship Committee
Department of Land and Natural Resources
Division of Forestry & Wildlife
1151 Punchbowl Street, Room 325
Honolulu, HI 96813

December 3rd 2007

Aloha kakou:

Mahalo for your feedback on the Honolua Wao Kele Management Plan; the site visit and resulting discussion from the meeting on October 19th 2007 was very helpful. We have revised our management plan to address your comments.

Our first year of planting will utilize various planting techniques. Density has been reduced from our initial proposal to lower overall costs and to allow for more mechanized labor. Three planting styles will be monitored to determine labor needs, cost effectiveness, and environmental impacts.

Area 1 (furthest mauka)	Area 2	Area 3
Preparation: Harrow rows Compost/lime mixed in Mulch with wood chips	Preparation: Ripped furrow Compost spread along furrow	Preparation: Augur planting holes (6in) Compost next to hole
Density: 10ft x 3ft Total # trees: ~1000 Total Area: ~1 acre	Density: 6ft x 3ft Total # trees: ~2000 Total Area: ~1 acre	Density: 6ft x 3ft Total # trees: ~2000 Total Area: ~1 acre

Future plantings will be based on most successful planting techniques from this initial trial. One point to highlight is that this project site is located in **conservation** zoned land, not agricultural lands, so we must be very sensitive with our planting practices.

In regards to chemical residues, tests from comparable field sites have shown no harmful contaminant levels present.

Committee members expressed concern over compacted soil or the "flowerpot effect" when using auguring techniques. Preparation for planting in the former pineapple field uses deep harrowing, which rips soil to 3 ft. We do not anticipate a problem with soil compaction. Please contact me with any further questions or concerns you may have. Mahalo for your time and consideration; we are excited to move forward with this project.

Megan Webster

LINDA LINGLE
GOVERNOR OF HAWAII



STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES

OFFICE OF CONSERVATION AND COASTAL LAND
POST OFFICE BOX 621
HONOLULU, HAWAII 96809

SM - Tom
Stumeling
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

REF.:OCCL:TM

CDUP: MA-3428

Tom Schnell, AICP
PBR Hawaii
1001 Bishop Street
ASB Tower, Suite 650
Honolulu, HI 96813-3484

NOV 28 2007

Dear Mr. Schnell,

SUBJECT: Conservation District Use Permit MA-3428

This letter is to inform you that on November 21, 2007, the Chairperson of the Board of Land and Natural Resources, pursuant to Chapter 13-5, Hawaii Administrative Rules, approved your client's application for landscaping noted as removal of non-native trees and invasive species and re-vegetation with native and Polynesian-introduced plants located at Honolua Wao Kele, Honolua, island of Maui, portion of TMK:(2) 4-2-001:009 subject to the following conditions:

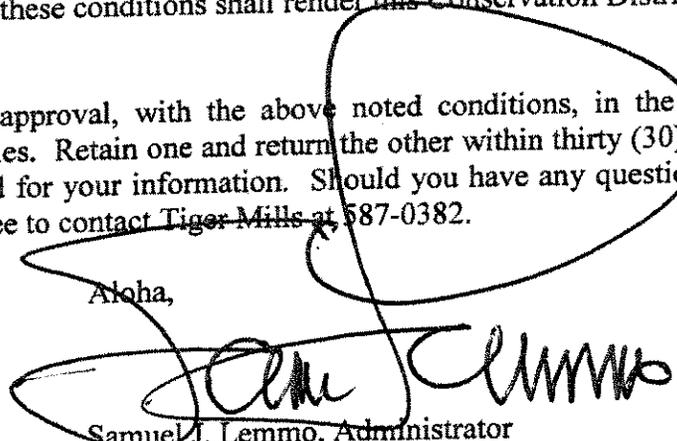
- 1) The applicant shall comply with all applicable statutes, ordinances, rules, regulations, and conditions of the Federal, State and County governments;
- 2) The applicant, its successors and assigns, shall indemnify and hold the State of Hawaii harmless from and against any loss, liability, claim or demand for property damage, personal injury or death arising out of any act or omission of the applicant, its successors, assigns, officers, employees, contractors and agents under this permit or relating to or connected with the granting of this permit;
- 3) The applicant shall comply with all applicable Department of Health administrative rules;
- 4) The applicant shall provide documentation (i.e. book and page or document number) that this permit approval has been placed in recordable form as a part of the deed instrument, prior to the commencement of the approved action;
- 5) Any work to be done on the land shall be initiated within one year of the approval of such use, and, unless otherwise authorized, shall be completed within eight years of the approval. The applicant shall notify the Department in writing when the action is initiated and when it is completed;
- 6) All representations relative to mitigation set forth in the accepted environmental assessment for the proposed use are incorporated as conditions of the permit;

Tom Schnell, AICP
PBR Hawaii

- 19) The applicant acknowledges that the approved work shall not hamper, impede or otherwise limit the exercise of traditional, customary or religious practices in the immediate area, to the extent such practices are provided for by the Constitution of the State of Hawaii, and by Hawaii statutory and case law;
- 20) The applicant shall clearly post signage near public access points to notify the public of the proposed activities;
- 21) Interpretive and educational signage shall conform to Hawaii Administrative Rules, §13-5-22 P-8, Signs;
- 22) Other terms and conditions as may be prescribed by the Chairperson; and
- 23) Failure to comply with any of these conditions shall render this Conservation District Use Permit null and void.

Please acknowledge receipt of this approval, with the above noted conditions, in the space provided below. Please sign two copies. Retain one and return the other within thirty (30) days. A copy of the Staff report is included for your information. Should you have any questions on any of these conditions, please feel free to contact Tiger Mills at 587-0382.

Aloha,



Samuel J. Lemmo, Administrator
Office of Conservation and Coastal Lands

Receipt acknowledged:

Applicant's Signature

Date _____

C: Maui Board Member
MDLO/DOFAW
County of Maui, Department of Planning



**STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
OFFICE OF CONSERVATION AND COASTAL LANDS
Honolulu, Hawaii**

180-day Expiration Date: December 23, 2007

TO: Chairperson's Office, Department of Land and Natural Resources

REGARDING: Conservation District Use Application (CDUA) MA-3428 for Landscaping

**APPLICANT/
LANDOWNER:** Maui Land & Pineapple Company, Inc.

AGENT: Tom Schnell, AICP of PBR Hawaii

LOCATION: Honolua Wao Kele, Honolua, island of Maui

**TMK/
AREA:** (2) 4-1-001:009
5374.668 acres

USE: approximately (\approx) 29.6 acres

SUBZONE: Resource

DESCRIPTION OF AREA/CURRENT USE:

Honolua Wao Kele, is located mauka of Honoapiilani Highway and Lipoa Point within the ahupua'a of Honolua on the northwestern slope of the West Maui Mountains. The site is located on a hill top plateau ranging in elevation of 360-560 feet and is bounded by Honolua Gulch to the north and Papua Gulch to the south. The Puu Kukui Watershed Management Area is mauka of the project site at the 5,788-foot elevation. The project area is approximately 29.6 acres of a 5374.67 acre parcel known as TMK: (2) 4-2-001:009 located in both the Agricultural and Conservation State Land Use Districts (Exhibit 1, 2, 3 & 4).

According to the applicant, the area once consisted of lowland, dry and mesic forest, woodland and shrubland. The forested and ridge-top lands of Honolua were used for gathering forest products, and for forest plantings of various utilitarian Hawaiian plants. The entire area was previously used for ranching and then pineapple cultivation. The

field is no longer in use and is vacant and fallow with residual pineapple and invasive weeds such as Lantana, California grass, Formosa koa, ironwoods and African tulip trees.

The project area is subject to much rain and open to tradewind and northern breezes. The wet season is primarily November through April. The site currently has water available for irrigation and fire suppression derived from the landowner's private water system that draws from the Honolulu Ditch, the same source that formerly supplied water for pineapple cultivation on the site. There is no electrical or telephone services to the site. Access is provided via a rough dirt road that extends around the perimeter of the area.

No endangered, threatened or protected wildlife or avian species are known to inhabit the site. Mammals typically found in the area are introduced cats, rats, mongoose, mice and pigs. Pueo, the native short-eared owl, the kolea and common avifauna are known to inhabit the area. Although no native plants exist in the former pineapple field, a few native species of flora are present in the surrounding areas such as aalii, akia, ulei and huehue.

According to the information presented, there are no known archaeological or historic resources in Honolulu Wao Kele. Should historic sites be found it is expected to be associated primarily with plantation and ranching enterprises rather than traditional Hawaiian settlements or features.

PROPOSED USE

Maui Land and Pineapple Company, Inc. is proposing to remove non-native trees and invasive species and re-vegetate the subject area with native and Polynesian-introduced plants. Plants will be low maintenance, consisting of drought tolerant species that shall require very little water for irrigation. Proposed plantings will be limited to a mix of native groundcover and medium-sized trees and species. The Applicant has applied to the Forest Stewardship Program, a Landowner Assistance Program, offered by the Department to provide technical and financial assistance to owners to actively manage their forest and related resources. The re-vegetation and plantings shall be based upon recommendations under the guidance of the Forestry Stewardship Program. The re-vegetation of Honolulu Wao Kele shall be part of the makai Stewardship Program, operated by the Puu Kukui Watershed Preserve.

Minimal grading is anticipated, primarily to maintain the access road and to till remaining pineapple plants into the soil in preparation for re-vegetation. Residual pineapple plants and invasive weed species shall be plowed and allowed to compost on site. Clearing and grubbing activities may temporarily disturb the soil retention value and expose soils to wind erosion and rainfall. Best Management Practices shall be utilized to protect exposed soil.

Limited seed and planting stock shall be available from surrounding lands under the same ownership and acquired from local nurseries. Once the area is re-vegetated, soil retention is expected to improve. Re-vegetation generally has positive impacts on watersheds by

increasing soil moisture, slowing runoff, preventing erosion and increasing infiltration. The establishment of permanent native ground cover shall minimize erosion, provide for filtration to improve soil, and protect the water quality of nearby gulches and downstream Honolua Bay.

The goal is to establish an example of a diverse ecosystem appropriate for the region. The intent of the proposed use shall provide for: native species re-vegetation and habitat improvement; wildlife habitat enhancement; watershed and riparian protection; forest recreation enhancement and Hawaiian cultural education. The existing maintenance roads shall be used as firebreak and rugged public hiking trails.

Plantings may be thinned to provide for expansion of restorative efforts on other Maui Land & Pineapple land such as the adjacent Honokahua and Honokohau ahupuaa. The timetable is to plant 5-acres/year for six years with periodic thinning, maintenance and weeding. Eventually limited collecting of certain species for traditional practices may be allowed.

Coordination with volunteer groups, local schools and other organizations for possible involvement in tree planting and weeding are proposed on a monthly or bi-monthly basis during the wet season to foster public awareness of conservation. Interpretive signage may also be provided as an educational element.

Should no action be taken, the area will continue to contain undesirable invasive, non-native species.

SUMMARY OF COMMENTS

The application was referred to the following agencies for their review and comment: the **State:** Department of Health, Office of Hawaiian Affairs, Office of Environmental Quality Control, Department of Land & Natural Resources Divisions of: Land-Maui District Office, Engineering, Forestry & Wildlife, Historic Preservation and Conservation & Resource Enforcement,; and the **County of Maui** Planning Department. In addition, the CDUA was also sent to the nearest public library, the Lahaina Public Library, to make this information readily available to those who may wish to review it.

Comments were received and summarized from the following:

THE STATE

DEPARTMENT OF HEALTH

We have no comments at this time. We recommend that you review all of the Standard Comments on our website.

Applicant's Response

The Standard Comments have been reviewed and shall be adhered to as applicable.

DEPARTMENT OF LAND AND NATURAL RESOURCES

Conservation and Resource Enforcement

No comments

Engineering

We confirm that the project site, according to the Flood Insurance Rate Map (FIRM) is located in Zone C. The National Flood Insurance Program does not have any regulations for development within Zone C.

Forestry and Wildlife

The Division of Forestry and Wildlife support this application as they are proposing management prescriptions that are consistent with the State's Forest Stewardship Program. The Applicant has been approved to develop a forest stewardship management plan requirement under the program. They initially submitted a stewardship proposal for screening and approval by the 12-member Stewardship Committee. It will be during the management plan review that DOFAW Staff shall be able to provide substantive comments to the proposal.

Applicant's Response

We acknowledge that DOFAW shall be providing substantive comments during the management plan review.

COUNTY OF MAUI

Planning Department

1. The Department has no objections to the granting of the permit;
2. The land use designation for the West Community Plan and County Zoning is Conservation;
3. Will parking and trashcans be provided for hikers use for future hiking trails?

Applicant's Response

The Final EA shall be revised to include your comments where applicable. For future hiking trails, parking and trash cans will be provided for hikers' use. Parking shall be located makai of Honoapilani Highway and the space shall hold approximately 10 cars.

A trash can shall be provided at the trailhead with signs stating that this is an environmentally sensitive area and hikers are requested to "pack it in and pack it out".

Staff notes: This CDUA does not include any proposed new trails or parking improvements mentioned here.

ANALYSIS

Following review and acceptance for processing, the Applicant's Agent was notified, by letter dated June 26, 2007, that:

1. The proposed use is an identified land use in the Resource subzone of the Conservation District, pursuant to §13-5-25, Hawaii Administrative Rules (HAR), R-5, Landscaping, C-1, "Landscaping, defined as alteration of plant cover, including trees, in an area of more than ten thousand square feet." Please be advised, however, that this finding does not constitute approval of the proposal;
2. Pursuant to §13-5-40, HAR, a Public Hearing will not be required;
3. In conformance with Chapter 343, Hawaii Revised Statutes (HRS), as amended, and Chapter 11-200, HAR, a finding of no significant impact to the environment (FONSI) is anticipated for the proposed project;
4. The proposed project is not within the Special Management Area.

Notice of this CDUA and its Draft Environmental Assessment was published in the July 8, 2007 issue of the Environmental Notice. The FONSI was published in the September 23, 2007 issue of the Environmental Notice.

CONSERVATION CRITERIA

The following discussion evaluates the merits of the proposed land use by applying the criteria established in Section 13-5-30, HAR.

- 1) *The proposed use is consistent with the purpose of the Conservation District.*

The objective of the Conservation District is to conserve, protect and preserve the important natural resources of the State through appropriate management and use to promote their long-term sustainability and the public health, safety and welfare.

Staff believes re-vegetation shall rejuvenate the native ecosystem and enhance the Conservation District. The proposed action appears to conserve, protect and preserve the natural resources.

- 2) *The proposed land use is consistent with the objectives of the Subzone of the land on which the use will occur.*

The objective of the Resource subzone is to develop with proper management, areas to ensure sustained use of the natural resources of those areas.

The re-vegetation of Honolua Wao Kele shall be become a part of the makai Stewardship Program, managed by the Pu'u Kukui Watershed Preserve. Volunteer planting and weeding events shall provide opportunities to the General Public for nature appreciation, education and research to gain knowledge of conservation management and sustained use of natural resources.

- 3) *The proposed land use complies with the provisions and guidelines contained in Chapter 205A, HRS entitled "Coastal Zone Management", where applicable.*

The project site lies outside of the Special Management Area. Staff believes the proposed use is consistent with Chapter 205A, HRS by protecting, preserving and restoring scenic and open space resources, creating positive off site impacts by decreasing sediment downstream to coastal ecosystems and by encouraging public participation.

- 4) *The proposed land use will not cause substantial adverse impact to existing natural resources within the surrounding area, community or region.*

Although some short time impacts such as erosion of exposed surfaces may occur, Staff believes the proposed use shall improve the land and the natural resources of the area.

The re-vegetation shall aid in restoration of the scenic character of the native Hawaiian forest and ecosystem to blend with surrounding uses. The re-vegetation may encourage the protection and recovery effort of rare or endangered plant and animal species and habitats.

- 5) *The proposed land use, including buildings, structures and facilities, shall be compatible with the locality and surrounding areas, appropriate to the physical conditions and capabilities of the specific parcel or parcels.*

Staff is of the opinion that the proposed land use is appropriate to the physical conditions and capabilities of the area. The topographic character of the site shall not be adversely altered. The proposed permanent native groundcover shall minimize erosion, serve as filtration for runoff and provide added protection to riparian area. Re-vegetation shall provide stable groundcover to improve soil and protect the water quality of nearby gulches and the Honolua and Papua Stream that eventually feed into Honolua Bay, a Marine Life Conservation District.

- 6) *The existing physical and environmental aspects of the land, such as natural beauty and open space characteristics, will be preserved or improved upon, whichever is applicable.*

The regeneration of native forest and native plants shall enhance the native vegetation in the area. Staff believes that the proposed land use shall preserve and improve the natural beauty, open space characteristics, and may increase Honolua Wao Kele's cultural value.

- 7) *Subdivision of land will not be utilized to increase the intensity of land uses in the Conservation District.*

No subdivision is proposed.

- 8) *The proposed land use will not be materially detrimental to the public health, safety and welfare.*

Staff is of the opinion that the proposed subdivision will not be materially detrimental to the public health, safety and welfare.

DISCUSSION

Rejuvenation of an ecosystem through extraction of non-native and invasive species and re-vegetation of native species shall improve the land and natural resources of outlying areas and the site that was previously utilized for monocropping. The Applicant has applied to the Forest Stewardship Program, a Landowner Assistance Program, offered by the Department to provide technical and financial assistance to owners to actively manage their forest and related resources. The re-vegetation and plantings shall be based upon recommendations under the guidance of the Forestry Stewardship Program committee. The re-vegetation of Honolua Wao Kele shall be part of the makai Stewardship Program, operated by the Puu Kukui Watershed Preserve.

In addition, the Applicant appears to provide opportunities for public education to the General Public for nature appreciation, education and research to gain knowledge of conservation management and sustained use of natural resources. Rejuvenation of the site shall create positive recreational benefit as the maintenance roads shall function as hiking trails for the public.

In the future, the Applicant hopes to provide plantings from the re-vegetation for expansion of restorative efforts on other Maui Land & Pineapple Co.s land such as the adjacent Honokahua and Honokohau ahupuaa and eventually allow limited collecting of certain species for traditional practices. The proposal shall create positive benefits for the land, the resources and the General Public.

RECOMMENDATION

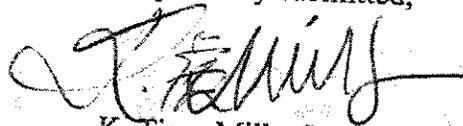
Based on the preceding analysis, Staff recommends that the Chairperson of the Board of Land and Natural Resources APPROVE this application for landscaping noted as removal of non-native trees and invasive species and re-vegetation of with native and Polynesian-introduced plants located at Honolua Wao Kele, Honolua, island of Maui, portion of TMK:(2) 4-2-001:009 subject to the following conditions:

- 1) The applicant shall comply with all applicable statutes, ordinances, rules, regulations, and conditions of the Federal, State and County governments;
- 2) The applicant, its successors and assigns, shall indemnify and hold the State of Hawaii harmless from and against any loss, liability, claim or demand for property damage, personal injury or death arising out of any act or omission of the applicant, its successors, assigns, officers, employees, contractors and agents under this permit or relating to or connected with the granting of this permit;
- 3) The applicant shall comply with all applicable Department of Health administrative rules;
- 4) The applicant shall provide documentation (i.e. book and page or document number) that this permit approval has been placed in recordable form as a part of the deed instrument, prior to the commencement of the approved action;
- 5) Any work to be done on the land shall be initiated within one year of the approval of such use, and, unless otherwise authorized, shall be completed within eight years of the approval. The applicant shall notify the Department in writing when the action is initiated and when it is completed;
- 6) All representations relative to mitigation set forth in the accepted environmental assessment for the proposed use are incorporated as conditions of the permit;
- 7) Existing native trees shall be retained;
- 8) Cleared areas shall be re-vegetated within fourteen (14) days unless otherwise provided for in a plan on file with and approved with the department;
- 9) Use of the area shall conform to the re-vegetation and plantings based upon recommendations under the guidance of the Department's Forestry Stewardship Program Committee. This plan must be filed with the Office of Conservation and Coastal Lands prior to initiation of the proposed use;
- 10) All new landscaping shall be endemic, indigenous and/or Polynesian introduced plant species;
- 11) Any and all herbicides must be approved by the Department prior to use;

- 12) All waste materials shall be properly disposed of in accordance with applicable State and County regulations;
- 13) The applicant shall observe Best Management Practices and precautions shall be taken to prevent debris, eroded soil, petroleum products, landscaping chemicals, (herbicides, pesticides, etc.) and other potential contaminants from flowing, blowing or leaching;
- 14) In issuing this permit, the Department and Board have relied on the information and data that the applicant has provided in connection with this permit application. If, subsequent to the issuance of this permit, such information and data prove to be false, incomplete or inaccurate, this permit may be modified, suspended or revoked, in whole or in part, and/or the Department may, in addition, institute appropriate legal proceedings;
- 15) Where any interference, nuisance, or harm may be caused, or hazard established by the use, the applicant shall be required to take the measures to minimize or eliminate the interference, nuisance, harm, or hazard;
- 16) Should historic remains such as artifacts, burials or concentration of charcoal be encountered during construction activities, work shall cease immediately in the vicinity of the find, and the find shall be protected from further damage. The contractor shall immediately contact SHPD (692-8015), which will assess the significance of the find and recommend an appropriate mitigation measure, if necessary;
- 17) The applicant shall plan to minimize the amount of dust generating materials and activities. Material transfer points and on-site vehicular traffic routes shall be centralized. Dusty equipment shall be located in areas of least impact. Dust control measures shall be provided during weekends, after hours and prior to daily start-up of project activities. Dust from debris being hauled away from the project site shall be controlled. Landscaping and dust control of cleared areas will be initiated promptly;
- 18) The applicant understands and agrees that this permit does not convey any vested rights or exclusive privilege;
- 19) The applicant acknowledges that the approved work shall not hamper, impede or otherwise limit the exercise of traditional, customary or religious practices in the immediate area, to the extent such practices are provided for by the Constitution of the State of Hawaii, and by Hawaii statutory and case law;
- 20) The applicant shall clearly post signage near public access points to notify the public of the proposed activities;

- 21) Interpretive and educational signage shall conform to Hawaii Administrative Rules, §13-5-22 P-8, Signs;
- 22) Other terms and conditions as may be prescribed by the Chairperson; and
- 23) Failure to comply with any of these conditions shall render this Conservation District Use Permit null and void.

Respectfully submitted,



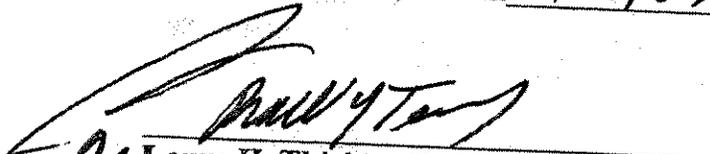
K. Tiger Mills, Staff Planner
Office of Conservation and Coastal Lands

Under the authority of §13-5-30(a) and 13-5-33, Hawaii Administrative Rules, this request for a Departmental Permit for CDUA MA-3428 is hereby:

Approved

Disapproved

Dated at Honolulu, Hawaii 4/21/07



Laura H. Thielen, Chairperson
Department of Land and Natural Resources

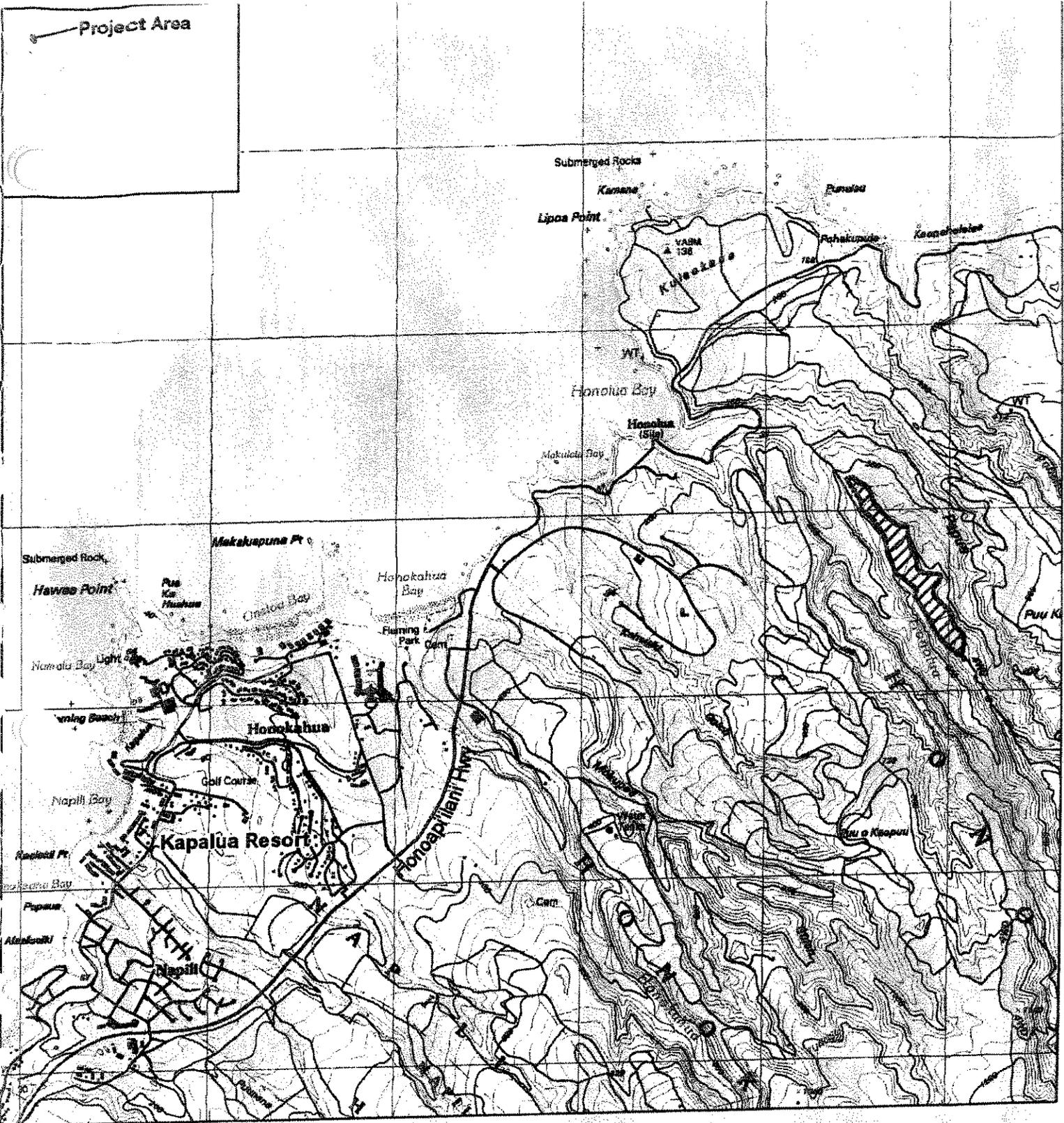


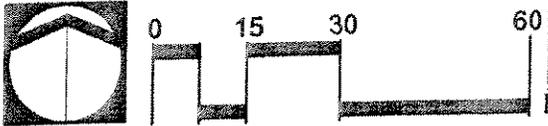
Figure 1
Regional Location

LEGEND

 Honolua Wao Kele

Honolua Wao Kele

Mau Land & Pineapple Company, Inc
NORTH



Source: US Geological Survey
Disclaimer: This graphic is intended for general planning purposes only.



LEGEND

Honolua Wao Kele

Figure 2
Aerial Photograph

Honolua Wao Kele

Maui Land & Pineapple Company, Inc.

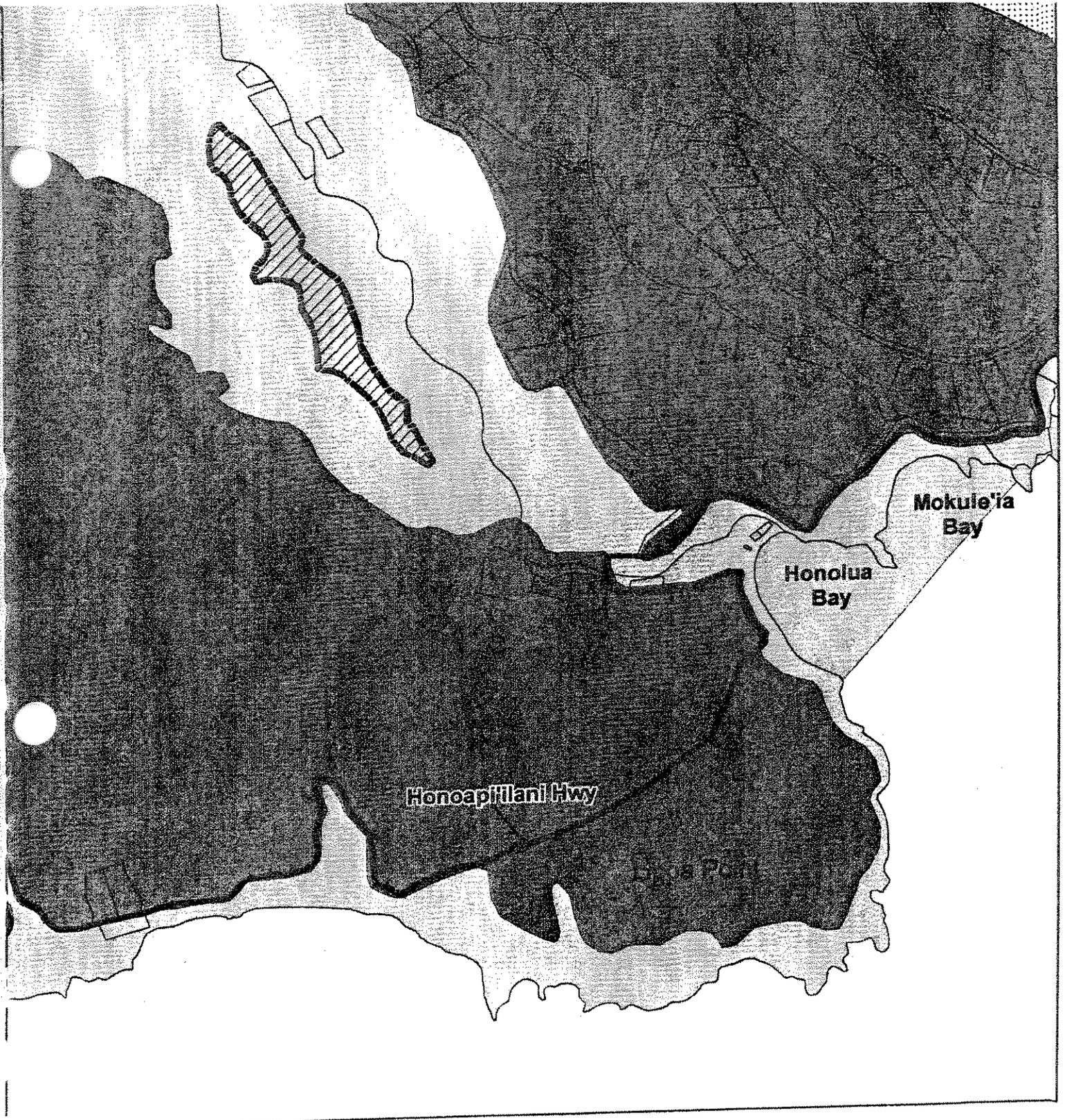
NORTH

Island of Maui



NOT TO SCALE





LEGEND

-  Honolua Wao Kele
- Land Use District**
-  Agriculture
-  Conservation
-  Rural

Source: State Land Use Commission 2004
 Disclaimer: This graphic is intended for general planning purposes only.

Figure 3
 State Land Use

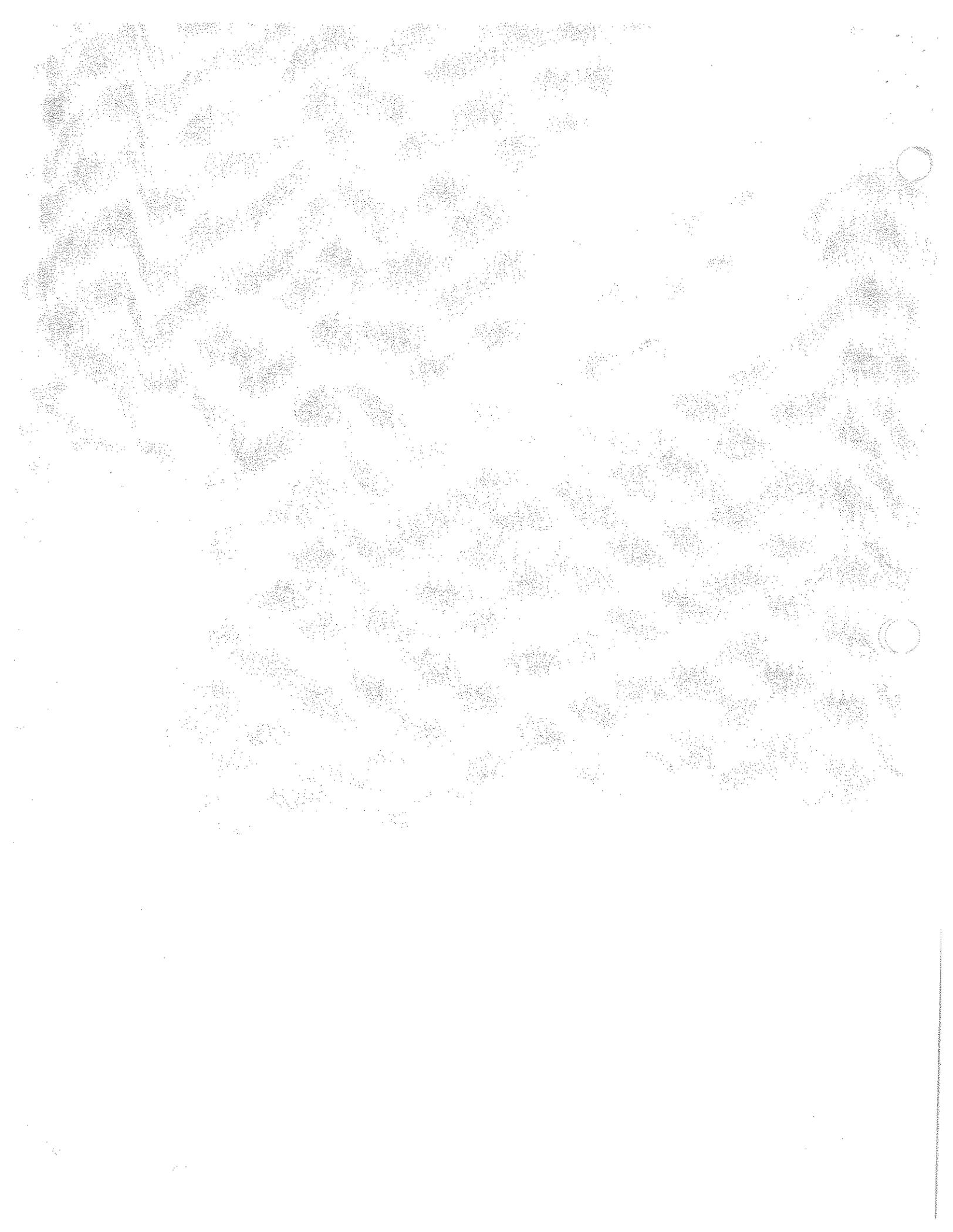
Honolua Wao Kele

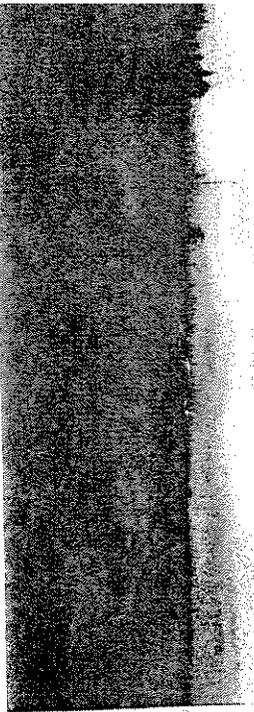
Maui Land & Pineapple Company, Inc.
 NORTH



LINEAR SCALE (FEET)







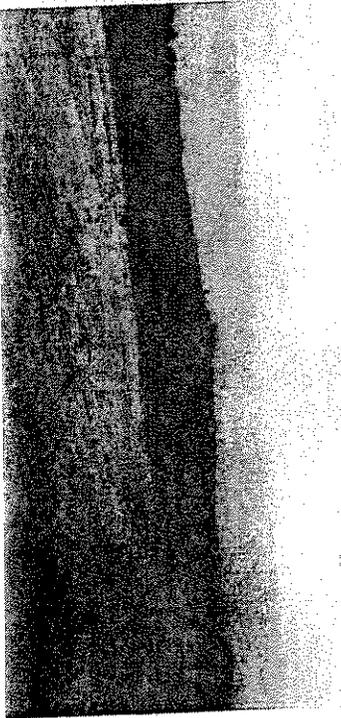
View toward Kapaula Rasort.



2. View toward Honolua Bay.



3. View north toward Punahau Beach



4. View toward Lipoa Point.



Ironwood Trees - an invasive species.



African Tulip - an invasive species.

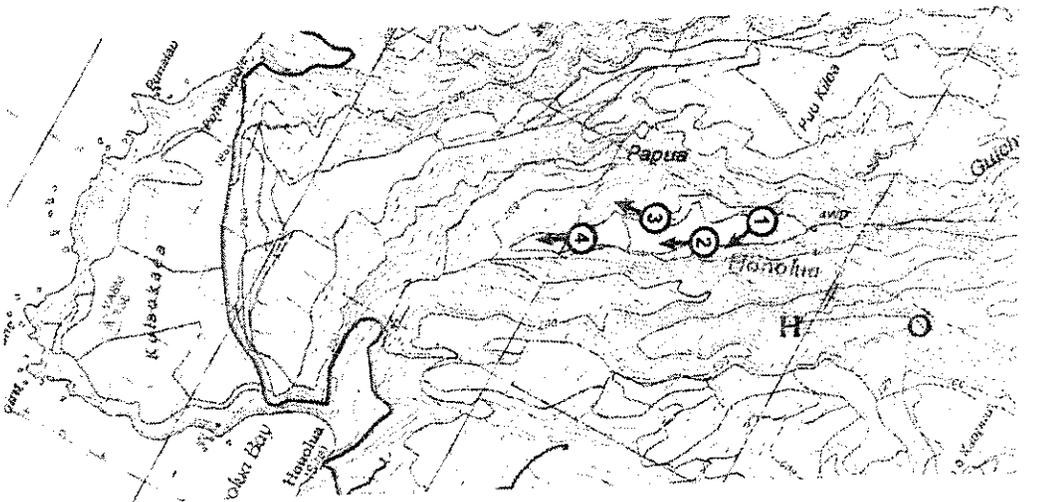


Figure 4
Site Photographs
Honolua Wao Kele

Photos taken on 4.25.06



