

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

February 24, 2012

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

Land Board Members:

SUBJECT: REQUEST APPROVAL FOR THREE YEAR EXTENSION OF THE COOPERATIVE GAME DEVELOPMENT AND MANAGEMENT AGREEMENT BETWEEN CASTLE AND COOKE LLC AND THE DEPARTMENT OF LAND AND NATURAL RESOURCES FOR THE COOPERATIVE GAME MANAGEMENT AREA ON THE ISLAND OF LANAI, COMPRISING APPROXIMATELY 30,000 ACRES, AND DELEGATION OF AUTHORITY TO THE CHAIRPERSON TO EXTEND THE TERM OF THE AGREEMENT

APPLICANT AND REQUEST:

Castle and Cooke, LLC and the Department Land and Natural Resources request approval to extend the previous lease agreement for three (3) years to expire on February 28, 2015.

STATUTE:

Section 171-36(b), Hawaii Revised Statutes

LOCATION:

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

AREA:

Approximately 30,000 acres

RENTAL:

\$35,000 annually

TERMS OF EXTENSION:

February 29, 2012 to February 28, 2015

PURPOSE:

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

REMARKS:

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

HRS CHAPTER 343

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

From the DOFAW Exemption List:

Exemption Class 1, "Operations, repairs or maintenance of existing structures, facilities, equipment or topographical features, involving negligible or no expansion or change of use beyond that previously existing."

Refer to Attachment 4: Declaration of Exemption

RECOMMENDATION:

That the Board:

1. Declare that, after considering the potential effects of the proposed project as provided by Chapter 343, HRS, and Chapter 11-200, HAR, this project will probably have minimal or no significant effect on the environment and is therefore exempt from the preparation of an environmental assessment (Attachment 3);

2. Delegate authority to the Chairperson to sign the Amendment to Cooperative Game Development and Management Agreement (Attachment 4), subject to approval as to form by the Department of the Attorney General; and
3. Delegate authority to the Chairperson to execute any amendments to the Cooperative Development and Management Agreement to extend the term of the Agreement.

Respectfully submitted,



PAUL J. CONRY
Administrator

APPROVED FOR SUBMITTAL:



William J. Aila, Jr., Chairperson
Board of Land & Natural Resources

ATTACHMENTS:

- Attachment 1: Cooperative Game Development Agreement, March 1, 1992
- Attachment 2: Amendment of Agreement, August 1, 2002
- Attachment 3: Declaration of Exemption
- Attachment 4: Amendment of Agreement (requested)

COOPERATIVE GAME DEVELOPMENT AND MANAGEMENT AGREEMENT

BETWEEN

DOLE FOOD COMPANY, INC.

AND THE

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES

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

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

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

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

IT IS MUTUALLY AGREED:

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

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

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

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

Cooperator prior to opening of subsequent hunting seasons.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

STATE OF HAWAII

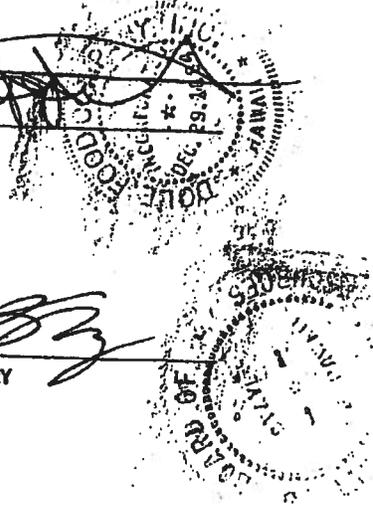
By [Signature]
Chairman and Member
Board of Land and Natural
Resources

By [Signature]
Member
Board of Land and Natural
Resources

DOLE FOOD COMPANY, INC.

By [Signature]
Its VICE PRESIDENT

By [Signature]
Its ASST. SECRETARY



APPROVED AS TO FORM:

[Signature]
Deputy Attorney General

Dated: February 13, 1992

AMENDMENT OF AGREEMENT

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

WITNESSETH:

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

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

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

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

I. Amendments. The Agreement is amended as follows (collectively called the "**Amendments**");

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

(b) Modifications to CGMA.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Miscellaneous.

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

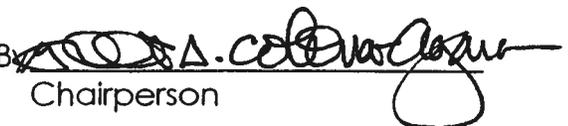
(b) This Amendment may be executed in counterparts, each of which shall constitute an original hereof, but all of which shall constitute but one and the same instrument.

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

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

Board:

STATE OF HAWAII

By 
Chairperson

Cooperator:

CASTLE & COOKE, INC.

By 
Its Sr. Vice President

APPROVED AS TO FORM:


Deputy Attorney General

Dated: 6/25/02

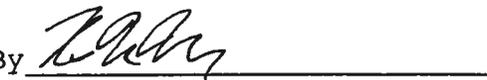
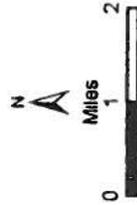
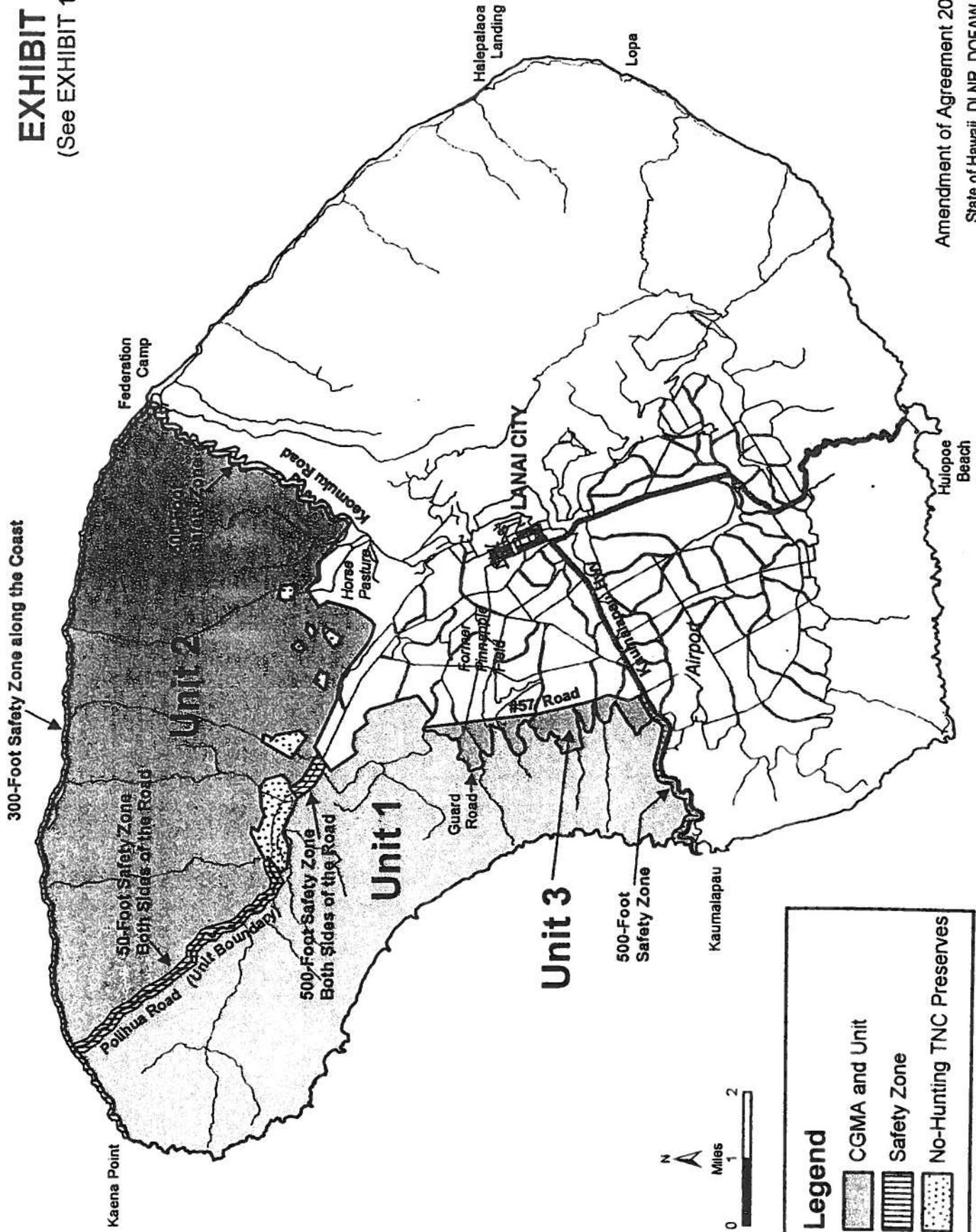
By 
Its Asst. Secretary

EXHIBIT 1

(See EXHIBIT 1-E)



Legend	
	CGMA and Unit
	Safety Zone
	No-Hunting TNC Preserves

Amendment of Agreement 2002
 State of Hawaii, DLNR, DOFAW
 Map No. FW-0270 (Revised 05/2002)

EXHIBIT 1-E

DESCRIPTION OF GAME MANAGEMENT AREA "CGMA"

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

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

NEIL ABERCROMBIE
GOVERNOR OF HAWAII



**STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES**

POST OFFICE BOX 621
HONOLULU, HAWAII 96809

February 24, 2012

WILLIAM J. AILA, JR.
CHAIRPERSON
BOARD OF LAND AND NATURAL RESOURCES
COMMISSION ON WATER RESOURCE MANAGEMENT

GUY H. KAULUKUKUI
FIRST DEPUTY

WILLIAM M. TAM
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

DECLARATION OF EXEMPTION

from the preparation of an environmental assessment under the authority of Chapter 343,
HRS and Chapter 11-200, HAR

Project Title:

One year extension of the Cooperative Game Development and Management Agreement between Castle and Cooke, LLC. and the Department of Land and Natural Resources.

Project Description:

Extension of lease and continuation of existing management actions.

The proposed action continues management activities within the leased lands, including trail maintenance, repair and maintenance of existing roads, maintenance of existing fences for the protection of natural resources, repair and maintenance of signs, checking stations, water units and associated infrastructure, storage facilities, routine control of non-native vegetation, and maintenance of previously established game habitat improvement areas.

Exemption Class:

DLNR, Division of Forestry and Wildlife, Class 1, Exempt Items Numbers 1-14:

Operations, repairs or maintenance of existing structures, facilities, equipment or topographical features, involving negligible or no expansion or change of use beyond that previously existing.

1. Trail maintenance on DOFAW Program areas, using hand tools and small motorized equipment such as chain saws and weed eaters; involves clearing spaces 4 feet wide and 10 feet high from grade on existing trails.
2. Repair and maintenance of existing roads (paved, unpaved, dirt, cinder and gravel), concrete fords, cattle guards, gates and wash-out ditches in DOFAW program areas; involves grading, patching, and resurfacing roads; removing encroaching vegetation; and cleaning or repairing ditches, fords and culverts by hand.

3. Repair and maintenance of existing DOFAW program area fences; includes boundary, enclosure, and exclosure fences, wildlife water units, checking stations, water pumps, nesting areas, aviaries and yards.
4. Repair and maintenance of existing signs in DOFAW program areas; includes fire prevention, instructional, regulatory, enforcement, safety, boundary, location, and toxicant or plant and animal control signs.
5. Repair and maintenance of existing cabins, resident workers' quarters, warehouse workshops, mobile camping structures, weather stations, checking stations (single room structures with porches or small boxes on legs) for hunters, hikers, and campers; meat safes, viewing kiosks and platforms, wildlife observation towers, sanitary facilities, trail shelters, equipment shelters, fire equipment caches, plant nurseries, captive propagation facility buildings, established arboretum areas, baseyards and biological survey transect lines.
6. Repair and maintenance of existing covered and open fences areas for endangered species (waterfowl, waterbirds, forest birds), game birds and mammals (pheasants, quail, partridges, pigs, sheep, goats, deer); auxiliary buildings for food storage, equipment storage, incubators and brooders; open-top breeding and release pens, field aviaries and hacking boxes.
7. Repair and maintenance of existing water tanks, pipelines, water catchment basins (capacity of 300-10,000 gallons), wildlife water units, pumps and controls, pipes and channels; fences, dikes and moats in waterbird sanctuaries for the purposes of maintaining water levels, providing water and precluding predators.
8. Weed, brush and noxious tree control using hand tools, small motorized equipment (chainsaws and weedeaters), and approved herbicides on DOFAW program areas, campsites, picnic grounds, viewpoints, baseyards, wildlife water units, trails, captive propagation facilities, arboreta, plant nurseries, checking stations, and public use facilities.
9. Routine pruning, trimming, and thinning of trees excluding commercial logging.
10. Gathering minor forest products for non-commercial purposes.
11. Gathering plant seed for propagation, commercial and non-commercial.
12. Cultivating, fertilizing, mowing, and harvesting wildlife food plots.
13. Routine operation, repair and maintenance of existing DOFAW program facilities, arboreta, baseyards and captive propagation facilities.
14. Maintenance of previously established game habitat improvement sites and lawn areas with mechanized equipment.

Date of Agency Exemption List: July 18, 2011

I have considered the potential effects of the above listed project as provided by Chapter 343, HRS and Chapter 11-200 HAR. I declare that this project will probably have minimal or no significant effect on the environment and is therefore exempt from the preparation of an environmental assessment under the Division of Forestry and Wildlife Exemption Class 1, Items Number 1-14.

William J. Aila, Chairperson

Date

Original: Agency file
Copy: Project file

AMENDMENT TO COOPERATIVE GAME DEVELOPMENT AND MANAGEMENT
AGREEMENT

THIS AMENDMENT TO COOPERATIVE GAME DEVELOPMENT AND MANAGEMENT AGREEMENT ("Amendment") is dated effective as of February 28, 2012, between CASTLE & COOKE, INC., successor in interest to Dole Food Company, Inc. ("Castle & Cooke") and STATE OF HAWAII, by its Board of the Department of Land and Natural Resources ("State").

RECITALS:

1. Castle & Cooke and State are parties to that certain unrecorded Cooperative Game Development and Management Agreement dated March 1, 1992 (as amended, the "Agreement"), setting forth the terms and conditions upon which the State conducts game management on Castle & Cooke's lands identified in the Agreement as the "Cooperative Game Management Area" described therein, for the purpose of preserving, protecting, conserving and propagating game birds and mammals (e.g. axis deer and mouflon sheep) and maintaining managing and operating public hunting areas and game reserves, all on the terms and conditions set forth in the Agreement; and
2. The term of the Agreement will terminate on February 28, 2012, and the parties desire to amend the Agreement to extend the term for a period of one year.

AGREEMENT AND AMENDMENT:

NOW THEREFORE, the parties hereto agree as follows:

1. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the respective meaning assigned thereto in the Agreement.
2. Extension of Term. The term of the Agreement is hereby extended to end and terminate on February 28, 2013.
3. General. All terms and conditions of the Agreement are amended in conformity with the foregoing extension of the term. Except as amended by the terms of this Amendment, all other terms of the Agreement are confirmed and shall remain in full force and effect.

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

STATE OF HAWAII
By its Board of Land and Natural Resources

By _____
William J. Aila, Jr.
Its Chairperson

APPROVED AS TO FORM:

Deputy Attorney General
Dated: _____

CASTLE & COOKE, INC.

By _____
Harry A. Saunders
Its Senior Vice President

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