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STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
DIVISION OF FORESTRY AND WILDLIFE
1151 PUNCHBOWL STREET, ROOM 325
HONOLULU, HAWAII 96813

ENDANGERED SPECIES RECOVERY COMMITTEE (ESRC) SITE VISIT

DATE: February 15, 2019
TIME: 9:30 AM
PLACE: Auwahi Wind Farm, [20100 Pi'ilani Highway, Kula, HI 96790](https://www.google.com/maps/place/20100+Pi'ilani+Highway,+Kula,+HI+96790)

From Kahului, take Highway 37 and continue on the upper Pi'ilani Highway past 'Ulupalakua Ranch. 20100 Pi'ilani Highway is 5.8 miles past 'Ulupalakua Ranch Store and just past mile marker 20. You will see a "20100" sign next to a double cattle gate on the makai side of the road. This is the Auwahi Wind Farm entrance. If you pass the Kahikinui roadside sign you have gone too far. Please call (808) 495-5234 for assistance with directions on the day of the site visit.

NOTICE: A signed liability waiver and attendance at a safety briefing will be required upon arrival at the Auwahi Wind Farm site. The liability waiver is attached. Minors must be accompanied by an adult and possess a liability waiver signed by a parent or legal guardian. Please wear a long-sleeved shirt, pants, and closed-toe shoes for walking in outdoor field conditions. Auwahi Wind Farm will provide 4x4 vehicles to transport attendees during the site visit.

AGENDA

ITEM 1. Site visit to Auwahi Wind Farm to inform the ESRC review of the Auwahi Wind Farm draft Habitat Conservation Plan (HCP) amendment published in the OEQC Environmental Notice on December 8, 2018.

9:30 AM: Safety orientation and liability waivers.

10:00 AM: Begin wind farm tour.

ITEM 2. Opportunity for public comments at Auwahi Wind Farm.

ITEM 3. Site visit to the existing Tier 1 Pu'u Makua mitigation site and proposed Tier 4 mitigation site for the Hawaiian Hoary Bat (*Lasiurus cinereus semotus*) take mitigation measures outlined in the Auwahi Wind Farm draft HCP amendment.

11:00 AM: Convoy to mitigation sites.

12:00 AM: Begin mitigation sites tour.

ITEM 4. Opportunity for public comments at the mitigation sites.

1:00 PM: RECESS and return to Auwahi Wind Farm entrance.

ITEM 5. 2:00 PM: Adjournment.

Public may testify on each meeting agenda item. Public may request meeting materials by contacting James Cogswell at james.m.cogswell@hawaii.gov or (808) 587-4187. A paper copy of the meeting materials is also available for public review at the Division of Forestry and Wildlife, 1151 Punchbowl Street, Room 325, Honolulu, Hawai‘i, 96813.

If you desire to attend the meeting and require auxiliary aids (taped materials or sign language interpreter) please request assistance five business days prior to the meeting by calling or writing the Division of Forestry and Wildlife at (808) 587-0166; 1151 Punchbowl Street, Room 325, Honolulu, Hawai‘i, 96813.

**ULUPALAKUA RANCH – LIABILITY WAIVER GENERAL FORM
(FOR VOLUNTEERS, RECREATIONAL OR OTHER USERS)**

VOLUNTEER OR USER’S NAME: _____ **PHONE:** _____ **DATE:** _____
ADDRESS: _____ **E-MAIL:** _____

Read each section of this Liability Waiver (“Waiver”) carefully and thoroughly before signing. Choosing to sign this Waiver has important legal consequences, and you should not sign this Waiver if you are not fully aware of and willing to be bound by its terms.

USE OF RANCH PROPERTY:

Access to and use of lands (“Ranch Property”) owned by Ulupalakua Ranch, Inc. (“Ranch”) is by permission only. The Ranch hereby grants the Volunteer or User identified above a revocable license to use Ranch Property, subject to the terms of this Waiver. Volunteer or User may enter upon Ranch Property to conduct volunteer, recreation or other activities only on the effective date of this Waiver.

RIGHT TO TERMINATE WAIVER RESERVED:

The Ranch reserves the right to terminate this Waiver and Volunteer or User’s use of Ranch Property at any time in its sole discretion, and upon such termination Volunteer or User shall promptly cease his or her activities upon Ranch Property and immediately leave the Ranch Property.

SAFETY:

Ranch Property is steep and rocky and includes active cattle pastures and other areas with hazards and obstacles. Volunteer or User shall at all times conduct him or herself in a safe and prudent manner. Horseplay or any other activity that is likely to cause risk to other volunteers, other users, Ranch employees and invitees, Ranch livestock or property, is strictly prohibited. Volunteer or User agrees to abide by all directions and instructions given by the Ranch. Failure to abide by such instructions shall be grounds for immediate revocation of Volunteer or User’s license to use Ranch Property. Volunteer or User shall be responsible for any damage, injury, losses or costs caused by Volunteer or User’s use of Ranch Property.

VOLUNTEER OR USER ASSUMES ALL RISKS AND RELEASES THE RANCH FROM ALL CLAIMS AND LIABILITY:

Use of Ranch Property has inherent risks, hazards and dangerous conditions. Volunteer or User acknowledges that he or she knows and understands the scope, nature and extent of the risks and hazards involved in using Ranch Property, and voluntarily assumes the risk that such use may result in damage to Volunteer or User’s vehicle or property or injury or death of Volunteer or User. Volunteer or User fully and forever discharges and releases Ulupalakua Ranch, Inc. and its officers, directors, shareholders, employees, agents, and insurers (“Released Parties”) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or in any way resulting from personal injuries, conscious suffering, death or property damage that result from Volunteer or User’s use of Ranch Property. This release includes loss, damage, suffering, injury, or death resulting from negligence of the Released Parties and any other cause or causes to the maximum extent permissible by law. Volunteer or User agrees not to institute any suit or action at law or otherwise against the Released Parties, nor to initiate or assist the prosecution of any claims for damages which Volunteer or User may hereafter have by reason of damage to Volunteer or User’s property or injury or death resulting from use of Ranch Property. Volunteer or User agrees to indemnify, defend and hold harmless the Released Parties from any and all losses, claims, actions, costs, expenses or proceedings of any kind which Volunteer or User may initiate or which may be initiated by any other person, entity or organization relating in any way to Volunteer or User’s use of Ranch Property. This includes reimbursement of all legal costs and reasonable attorneys’ fees incurred by the Released Parties, or any of them, in connection with any suit or action which may be threatened or filed in connection with such use.

THIS IS A BINDING CONTRACT THAT IS IN EFFECT NOW AND SHALL REMAIN IN EFFECT IN THE FUTURE:

Volunteer or User expressly agrees that this document is a binding Waiver, pursuant to which Volunteer or User freely gives up certain rights and makes certain binding promises. This Waiver shall continue at full force and effect at all times and shall be binding on Volunteer or User’s heirs, executors, personal representatives, administrators, estate, spouse, marital estate, and assigns. In case any one or more of the provisions contained in this Waiver shall be held void or unenforceable for any reason, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

I HAVE CAREFULLY AND THOROUGHLY READ THIS WAIVER AND FREELY AND FULLY AGREE TO BE BOUND BY ITS TERMS.

VOLUNTEER OR USER’S SIGNATURE: _____ **DATE:** _____
PARENT OR LEGAL GUARDIAN SIGNATURE: _____ **DATE:** _____