

STATE OF HAWAI‘I
DEPARTMENT OF LAND AND NATURAL RESOURCES
Division of Forestry and Wildlife
Honolulu, Hawai‘i 96813

December 11, 2020

Chairperson and Members
Board of Land and Natural Resources
State of Hawai‘i
Honolulu, Hawai‘i

Land Board Members:

SUBJECT: REQUEST FOR APPROVAL OF FEDERAL FUNDS SUBGRANT TO
MOLOKA‘I LAND TRUST FOR THE FEE ACQUISITION OF 1,819 ACRES
OF LAND, MORE OR LESS, AT KONA, MOLOKA‘I, HAWAI‘I, TAX MAP
KEY NUMBERS (2) 5-7-005:002 AND :027.

SUMMARY:

The Division of Forestry and Wildlife (Division) secured \$1,800,000 in federal grant funds from the U.S. Fish and Wildlife Service Recovery Lands Acquisition program (USFWS-RLA) for the grant “Mapulehu: Valley to Summit” to acquire a total of 1,819 acres of land, more or less, at Mapulehu in East Moloka‘i. The Mapulehu property includes two parcels: Tax Map Key (TMK) (2) 5-7-005:002 comprised of 665.993 acres, more or less, in the State Agricultural Land Use District and TMK (2) 5-7-005:027 comprised of 1,159 acres, more or less, in the State Conservation Land Use District. The Mapulehu property is east of the Kalua‘aha section and west of the ‘Ōhi‘a section of the Division’s Moloka‘i Forest Reserve. The makai border of the property begins at East Kamehameha V Highway, a few hundred yards from the ocean, and extends to the summit of East Moloka‘i at over 3,488 feet elevation.

Acquisition of the property presents the best opportunity to aid recovery of threatened and endangered species by permanently protecting the native forest from incompatible development or other detrimental land use change. The agricultural lands at the lower elevations of Mapulehu will act as a buffer for the mountain’s conservation-zoned lands and will be managed to promote native species habitat and compatible agricultural uses to bolster the efficacy of overall restoration and recovery efforts.

The purpose of this request is to authorize the Division to pass through \$1,800,000 in federal grant funds as a subgrant to Moloka‘i Land Trust (MLT) for fee acquisition of the Mapulehu property to secure its perpetual protection.

LOCATION:

Lands situated in East Moloka‘i, Kona, Moloka‘i, Hawai‘i, identified by TMKs (2) 5-7-005:002 & (2) 5-7-005:027

ZONING:

(2) 5-7-005:002

State Land Use District: Agriculture

County of Maui: Agriculture

(2) 5-7-005:027

State Land Use District: Conservation (Resource Subzone)

County of Maui: C (Open Space)

DISCUSSION:

The Division secured a \$1,800,000 grant from the USFWS-RLA program and is requesting approval to subgrant the funds to MLT for fee acquisition of the Mapulehu property to secure its perpetual protection (**Exhibit A**). Additional funding for this acquisition comes from the State Legacy Land Conservation Program (LLCP) (awarded \$900,000 for Project LLCP 20-02; approved by the Board of Land and Natural Resources on April 24, 2020, Item C-3) and the County of Maui Open Space Fund (\$1,200,000 pending).

Moloka‘i Land Trust, a proven leader in conservation efforts on Moloka‘i, will hold title to the Mapulehu property and steward the property with oversight provided by the Division. Moloka‘i Land Trust is a local nonprofit land conservation organization whose mission includes the protection and restoration of land, and natural and cultural resources of Moloka‘i. Moloka‘i Land Trust currently manages three large biological preserves and holds title to two of them. They will bring experience owning and managing property with government and non-governmental partners, as well as community organizations, to foster restoration and preservation within the Mapulehu ahupua‘a in a manner respectful of Mapulehu Valley and its historical and cultural importance.

Acquisition of the Mapulehu Valley property by MLT will provide protection of the area’s unique native ecosystems and high-quality habitat including federally designated Critical Habitat for two forest bird species and fifty-three plant species. The property provides quality habitat for the Hawaiian hoary bat, which is known to occur on the property, in addition to five listed Endangered waterbird species likely to occur, and two invertebrate species that have historically occurred. The

upper Mapulehu area provides suitable habitat for nesting of Newell's shearwaters. Additionally, four listed endangered plant species are known to occur at Mapulehu. Permanently protecting Mapulehu through this acquisition by MLT will prevent land use changes that could degrade habitat for these species.

Through the acquisition of Mapulehu and MLT's management, including fencing, ungulate control, and outplanting of native species, the potential for recovery of species identified in the numerous USFWS Recovery Plans associated with Mapulehu and restoration of designated Critical Habitat for these species will be substantially increased. At least nine Recovery Plans are associated with plant species found on or near Mapulehu. Recovery Plans for the Hawaiian hoary bat, nēnē, Blackburn's sphinx moth, Hawaiian dark-rumped petrel, Newell's shearwater, Hawaiian forest birds and Hawaiian waterbirds also identify the importance of this property to species recovery. Additionally, the Mapulehu property contains nesting and foraging habitat and flight corridors, for nēnē, Hawaiian waterbirds, Newell's shearwater, and Hawaiian forest birds.

The Division will use federal grant funds to pay for the fee title to the property, only. After acquisition, MLT will manage the property for watershed, native species and ecosystem protection in perpetuity, subject to the deed restrictions imposed by the sponsoring government programs. As part of the Agreement to Subgrant, MLT will be required to create and implement a Management Plan for the subject property which will be reviewed by the Division and USFWS staff and approved by the Division's Administrator. The Management Plan will consist of an endangered species and habitat protection program that addresses key threats including feral ungulates, erosion and sedimentation, invasive plants, predators, and artificial lighting.

CHAPTER 343 – ENVIRONMENTAL ASSESSMENT:

The Division advises that this subgrant does not trigger HRS Chapter 343 requirements for environmental review because the pass through of federal funds for the fee acquisition of private property by a third party is not an action that proposes a "use," "amendment," "reclassification," "construction," "expansion," "modification," "unit," "facility," "landfill," or "refinery" for which an environmental assessment is required under HRS section 343-5(a)."

RECOMMENDATION:

That the Board:

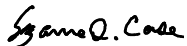
1. Delegate authority to the Chairperson to develop and execute an Agreement to Subgrant between Moloka'i Land Trust and the Department that will then provide federal Recovery Land Acquisition grant funds to Moloka'i Land Trust for the acquisition of fee title to the Mapulehu property, subject to review and approval of the Attorney General and such other terms and conditions as the Chairperson may approve.

Respectfully submitted,



DAVID G. SMITH, Administrator
Division of Forestry and Wildlife

APPROVED FOR SUBMITTAL:



SUZANNE D. CASE, Chairperson
Board of Land and Natural Resources

Attachments:

Exhibit A. Draft Agreement to Subgrant (including Notice of Grant Award for F20AP00349)

AGREEMENT TO SUBGRANT

Between:

**MOLOKA'I LAND TRUST
&
STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES**

This Agreement to Subgrant ("Agreement") entered into on _____, 202__ (the "Effective Date") by and between the MOLOKA'I LAND TRUST, a nonprofit organization ("MLT"), whose principal place of business is 1800 Farrington Avenue Kualapu'u, Hawai'i 96757, and the STATE OF HAWAII, through its Department of Land and Natural Resources ("DLNR"), whose principal place of business is 1151 Punchbowl Street, Honolulu, Hawai'i 96813.

RECITALS

WHEREAS, the U.S. Department of the Interior, acting through its Fish and Wildlife Service ("FWS") and DLNR have entered into a Federal Recovery Land Acquisition Grant Agreement Number F20AP00349. ("Grant Agreement") to facilitate the acquisition of fee title to real property identified in said Grant Agreement;

WHEREAS, the FWS will permit DLNR to subgrant FWS grant funds to another state or local agency or non-profit organization ("potential recipient"), conditioned on the grant funds being used to acquire fee title to the identified real property and the potential recipient agreeing to accept all of the provisions and obligations set forth in said Grant Agreement;

WHEREAS, MLT is a local agency whose mission is "to protect and restore the land, natural and cultural resources of Moloka'i, and to promote, educate and perpetuate the unique Native Hawaiian traditions and character of the islands for the benefit of the future generations of all Moloka'i, particularly Native Hawaiians."

WHEREAS, MLT intends to purchase fee title to the Mapulehu Property (the "Property"), situate at Kona, County of Maui, State of Hawai'i, consisting of 1,819 acres, more or less, and bearing tax map key numbers ("TMK No.") (2) 5-7-005:002 and (2) 5-7-005:027, as more particularly described in Exhibit A;

WHEREAS, MLT and DLNR desire that the Property be protected in perpetuity as part of the Mapulehu Project, as a conservation area for native wildlife and plant habitat; and

NOW THEREFORE, DLNR and MLT agree to a subgrant of the FWS grant funds to MLT in accordance with the following terms and conditions. DLNR hereby agrees to subgrant to MLT an amount not to exceed the sum of One Million Eight Hundred Thousand and No/100 Dollars (\$1,800,000) ("Grant Funds"), subject to the terms and conditions of this Agreement to Subgrant.

A. PURPOSE OF SUBGRANT

DLNR is making this subgrant, using funds provided to DLNR by FWS, for the purpose of facilitating MLT's acquisition of fee title to the Property comprising 1,819 acres, more or less, as more particularly described in Exhibit A, which is attached hereto and made a part hereof by this reference.

MLT agrees that if the Grant Funds are received by it and it acquires fee title to the Property, such acquisition will be for the purposes of protecting the Property in perpetuity; managing and restoring native forest, stream and wetland habitat, including federally designated Critical Habitat; expanding monitoring, management, and protection of federally listed endangered species including the Hawaiian hoary bat, five species of endangered waterbirds, two species of forest birds, nesting Newell's shearwaters and fifty-three plant species; creating and implementing plans for monitoring, management, and protection of other listed and candidate species; protecting natural and cultural resources; and the provisions of Recovery Land Acquisition Agreement Number F20AP00349, as more particularly described in Exhibit B.

B. CONDITIONS OF SUBGRANT

1. MLT agrees to purchase and hold fee title to property identified as TMK Nos. (2) 5-7-005:002 and (2) 5-7-005:027, more particularly described in Exhibit A, for a purchase price not to exceed Four Million and No/100 Dollars (\$4,000,000.00). The purchase price of the Property shall not exceed the appraised fair market value of the Property. The anticipated closing date for this purchase is on or before December 31, 2021, but may be subject to change based on prolonged negotiations with the landowner, required due diligence by MLT and public funders, County of Maui funding approval, and any other unanticipated delays.

2. DLNR is making this subgrant to MLT using funds provided to DLNR by FWS by Grant Agreement Number F20AP00349 in an amount not to exceed One Million Eight Hundred Thousand and No/100 Dollars (\$1,800,000) for purchase of fee title to the Property, such funds to be made available for deposit into escrow five business days prior to the closing date.

3. As owner of the PROPERTY, MLT shall:

- a. Create a long-term Management Plan for THE PROPERTY, consisting of an endangered species and habitat protection program that addresses key threats—which include feral ungulates, erosion and sedimentation, invasive plants, predators, and artificial lighting;
- b. Secure funding for protecting and managing endangered species and their habitat;
- c. Implement the Management Plan; and

- d. Manage, conduct, and oversee the maintenance efforts specified in the Management Plan.
4. DLNR and FWS shall be given opportunity to review and comment on the draft Management Plan as it is being developed, and appropriate DLNR and FWS staff shall be allowed to participate in the planning process. The DOFAW Program Administrator or the Administrator's designee and FWS shall have the right of final approval of the Management Plan.
5. At the request of DLNR and FWS, MLT shall provide DLNR and FWS reasonable access to the PROPERTY to assess compliance with the terms and conditions contained herein.
6. MLT shall not transfer, mortgage, hypothecate, or pledge fee title to the PROPERTY or any portion thereof without prior written approval of the State of Hawai'i Board of Land and Natural Resources ("BLNR").
7. In the event that MLT is unable to continue operations or is otherwise unable to manage the PROPERTY in a manner consistent with this Agreement, subject to the approval of the BLNR, fee title to the PROPERTY shall be conveyed by MLT to another government agency, DLNR, or an appropriate conservation organization which will continue to manage the Property for the conservation values specified in the Grant Agreement and in the recorded Deed to MLT. Any conveyance to DLNR shall be done *gratis* and MLT shall be responsible for any and all fees and costs associated with the conveyance. Furthermore, any transfer of the Property shall comply with FWS Recovery Land Acquisition Grant program rules.
8. Prior to closing, either party may terminate this Agreement for any reason or for no reason, by providing the other party with thirty (30) days' written notice of such termination.
9. This Agreement is contingent upon DLNR's receipt of funds from the FWS.
10. After the close of escrow for the acquisition of fee title to the PROPERTY, this Agreement shall remain in full force and effect for the purpose of securing compliance with the "PURPOSE OF SUBGRANT" provisions set forth above.
11. DLNR must provide FWS with interim performance reports and a final performance report. MLT shall provide to DLNR, within 30 days of request, all necessary documentation related to FWS Recovery Land Acquisition Grant interim and final performance reports. Reporting requirements include but are not limited to the following:
 - a. Summary of Land Costs – MLT shall furnish a schedule showing seller, acreage, appraised value, price paid, relocation costs, and other costs for each tract. Other costs of acquisition (appraisal, negotiation, title search, land surveys, etc.) may be shown as a lump sum.
 - b. Title Vesting Evidence – MLT shall furnish a title insurance policy or title certificate which must include a correct legal description and the acreage of the Property involved. The description may be given by reference to a deed or plat, provided a copy of the

document accompanies the certificate or policy. On a per-unit purchase, the exact acreage, or mileage shall be indicated.

c. If the acquisition could not be acquired within the period specified in the Subgrant Agreement, a statement of the problem, the actions taken or resolve the problem, and when it is anticipated that the acquisition will be completed shall be provided.

The final report must include a summary table for the fee title to the PROPERTY acquired. If a Subgrantee-owned property is to be used as match, a summary table for each property used for match must be included as well. For each property, MLT must provide DLNR and FWS with copies of the following:

For Fee Title:

- Copy of Recorded Deed(s) and copy of Notice(s) of Grant Agreement, with Document Numbers.
- Title Vesting Certificate or Title Insurance Policy.
- Property or Plat Map, Area Map, and Location Map.

13. Any notice, demand, request, consent, approval, or communication that any party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To MLT: Moloka'i Land Trust
P.O. Box 1884
Kaunakakai, Hawai'i 96748

To DLNR: Department of Land and Natural Resources
Division of Forestry and Wildlife
1151 Punchbowl Street, Rm. 325
Honolulu, Hawai'i 96813

or to such other address as either party from time to time shall designate by written notice to the other.

14. MLT shall defend, indemnify, and hold harmless the FWS and the State of Hawai'i, DLNR, and BLNR, their officers, employees, and agents, from and against any and all claims, demands, liabilities, suits, causes of action, judgments, costs, and expenses (including attorneys' fees) for loss, injury, death, or damage, including without limitation, claims for property damage, personal injury, death of persons, whenever such damage, injury, loss, or death arises out of, or is connected with, related to, or arising from, this Agreement or fee title to the PROPERTY (TMK Nos. (2) 5-7-005:002 and (2) 5-7-005:027, more particularly described in Exhibit A). The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Agreement.

15. The interpretation and performance of this Agreement shall be governed by the laws of the State of Hawai'i.

16. No person performing work under this Agreement, including any subcontractor, employee, or agent of MLT, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

17. MLT shall comply with all of the requirements of all municipal, state, and federal authorities and observe all municipal, state, and federal laws, now in force or which may be in force.

18. MLT and DLNR agree that nothing in this Agreement should be construed as creating any type of partnership or joint venture arrangement or principal and agent relationship between them.

19. MLT and DLNR agree that neither party shall be deemed to be the drafter of this Agreement and further that in the event that this Agreement is ever construed by a court of law, such court shall not construe this Agreement or any provision herein against MLT or DLNR as the drafter.

20. Each party has thoroughly reviewed and revised this Agreement and has had the advice of counsel prior to the execution hereof, and the parties agree that neither party shall be deemed to be the drafter of this Agreement.

IN WITNESS WHEREOF MLT and DLNR have set their hands on the day and year first above written.

Approved by the Board of
Land and Natural Resources
At its meeting held on

STATE OF HAWAII
DEPARTMENT OF LAND AND
NATURAL RESOURCES

December 11, 2020

By _____
Chairperson
Board of Land and Natural Resources

APPROVED AS TO FORM:

Deputy Attorney General

MOLOKA'I LAND TRUST

By _____
William Haase
Executive Director

SUBGRANTEE'S ACKNOWLEDGMENT

STATE OF HAWAII)
) SS.
MOLOKAI LAND TRUST)

On this _____ day of _____, 202__, before me personally appeared _____, to me personally known, who being by me duly sworn, did say that he/she is the _____ of _____, the SUBGRANTEE named in the foregoing instrument, and that he/she is authorized to sign said instrument on behalf of the SUBGRANTEE, and acknowledges that he/she executes said instrument as the free act and deed of the SUBGRANTEE.

Notary Public, State of Hawai'i

My commission expires: _____

Notary Seal Affixed:

Doc. Date: _____ # Pages: _____	
Notary Name: _____ Circuit _____	
Doc. Description: _____	

Notary Signature	Date
(Stamp or Seal)	

SCOPE OF PERFORMANCE

Project Description

MLT shall use funds from the Recovery Land Acquisition Grant to acquire fee title to 1,819 acres of land, more or less, identified as TMK Nos. (2) 5-7-005:002 and (2) 5-7-005:027 and more particularly described in Exhibit A. Real property for which fee title is acquired with Recovery Land Acquisition Grant funding from FWS shall be held and managed in a manner designed to protect the property's resource values in perpetuity.

Performance

MLT is required to do the following:

1. MLT agrees to purchase and forever hold fee title to real property identified as TMK Nos. (2) 5-7-005:002 and (2) 5-7-005:027, more particularly described in Exhibit A, for a purchase price not to exceed Four Million and No/100 Dollars (\$4,000,000.00). The purchase price of the Property shall not exceed the appraised fair market value of the Property. The anticipated closing date for this purchase is on or before December 31, 2021 but may be subject to change based on prolonged negotiations with the landowner, required due diligence by MLT and public funders, County of Maui funding approval, and any other unanticipated delays.
2. As owner of fee title to the Property, MLT shall:
 - a. Create a Management Plan for the PROPERTY, consisting of a native species and ecosystem protection program that addresses key threats, which include ungulates and invasive species;
 - b. Secure funding for native species and ecosystem protection;
 - c. Implement the Management Plan for such purposes; and
 - d. Manage, conduct, and oversee the maintenance efforts specified in the Management Plan.
3. DLNR and FWS shall be given opportunity to review and comment on the draft Management Plan as it is being developed, and appropriate DLNR and FWS staff shall be allowed to participate in the planning process. The DOFAW Program Administrator or the Administrator's designee and FWS shall have the right of final approval of the Management Plan.
4. At the request of DLNR and FWS, MLT shall provide DLNR and FWS reasonable access to the PROPERTY to assess compliance with the terms and conditions contained herein.

5. MLT shall not transfer, mortgage, hypothecate, or pledge fee title to the PROPERTY or any portion thereof without prior written approval of the BLNR.

6. In the event that MLT is unable to continue operations or is otherwise unable to manage the PROPERTY, subject to the approval of the BLNR, fee title to the PROPERTY shall be conveyed by MLT to another agency, DLNR, or an appropriate conservation organization which will continue to manage the Property for the conservation values specified in the Grant Agreement and in the recorded Deed to MLT. Any conveyance to DLNR shall be done *gratis* and MLT shall be responsible for any and all fees and costs associated with the conveyance. Furthermore, any transfer of the Property shall comply with FWS Recovery Land Acquisition Grant program rules.

7. Prior to closing, either party may terminate this Agreement to Subgrant for any reason or for no reason, by providing the other party with a minimum of thirty (30) days written notice of such termination.

8. This Agreement is contingent upon DLNR's receipt of funds from FWS.

9. After close of escrow for the acquisition of fee title to the PROPERTY, this Agreement to Subgrant shall remain in full force and effect for the purpose of securing compliance with the "PURPOSE OF SUBGRANT" provisions set forth above.

10. DLNR must provide FWS with interim performance reports and a final performance report. MLT shall provide to DLNR, within 30 days of request, all necessary documentation related to FWS Recovery Land Acquisition Grant interim and final performance reports. Reporting requirements include but are not limited to the following:

- a. Summary of Land Costs – MLT shall furnish a schedule showing seller, acreage, appraised value, price paid, relocation costs, and other costs for each tract. Other costs of acquisition (appraisal, negotiation, title search, land surveys, etc.) may be shown as a lump sum.
- b. Title Vesting Evidence – MLT shall furnish a title insurance policy or title certificate which must include a correct legal description and the acreage of the Property involved. The description may be given by reference to a deed or plat, provided a copy of the document accompanies the certificate or policy. On a per-unit purchase, the exact acreage, or mileage shall be indicated.
- c. If the acquisition could not be acquired within the period specified in the Agreement, a statement of the problem, the actions taken or resolve the problem, and when it is anticipated that the acquisition will be completed shall be provided.

The final report must include a summary table for the fee title to the PROPERTY acquired. If a MLT-owned property is to be used as match, a summary table for each property used for match must be included as well. For each property, MLT must provide DLNR with copies of the following:

- Copy of Recorded Deed(s) and copy of Notice(s) of Grant Agreement, with Document Numbers
- Title Vesting Certificate or Title Insurance Policy
- Legal Description of the Property.

11. MLT shall comply with the terms and conditions of the Recovery Land Acquisition Grant Agreement Number F20AP00349, all FWS Recovery Land Acquisition Grant program rules, and all terms and conditions set forth in the General Conditions for Recovery Land Acquisition Grant Agreements, and the Notice of Federal Assistance.

12. Any notice, demand, request, consent, approval, or communication that any party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To THE MLT: Moloka'i Land Trust
 P.O. Box 1884
 Kaunakakai, Hawai'i 96748

To DLNR: Department of Land and Natural Resources
 Division of Forestry and Wildlife
 1151 Punchbowl Street, Rm. 325
 Honolulu, Hawai'i 96813

or to such other address as either party from time to time shall designate by written notice to the other.

13. MLT agrees to defend, indemnify, and hold harmless the U.S. Fish and Wildlife Service and the State of Hawai'i, DLNR, and BLNR, their officers, employees, and agents, from and against any and all claims, demands, liabilities, suits, causes of action, judgments, costs, and expenses (including attorneys' fees) for loss, injury, death, or damage, including without limitation, claims for property damage, personal injury, death of persons, whenever such damage, injury, loss, or death arises out of, or is connected with, related to, or arising from, this Agreement or fee title to THE PROPERTY (TMK Nos. (2) 5-7-005:002 and (2) 5-7-005:027, more particularly described in Exhibit A). The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Agreement.

14. The interpretation and performance of this Agreement shall be governed by the laws of the State of Hawai'i.

15. No person performing work under this Agreement, including any subcontractor, employee, or agent of MLT, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

16. MLT shall comply with all of the requirements of all municipal, state, and federal authorities and observe all municipal, state, and federal laws, now in force or which may be in force.

17. MLT and DLNR agree that nothing in this Agreement should be construed as creating any type of partnership or joint venture arrangement or principal and agent relationship between them.

18. MLT and DLNR agree that neither party shall be deemed to be the drafter of this Agreement and further that in the event that this Agreement is ever construed by a court of law, such court shall not construe this Agreement or any provision herein against MLT or DLNR as the drafter.

19. Each party has thoroughly reviewed and revised this Agreement and has had the advice of counsel prior to the execution hereof, and the parties agree that neither party shall be deemed to be the drafter of this Agreement.

DRAFT

Attachment 2

TIME SCHEDULE

This Agreement shall be in effect beginning _____, 202___. MLT shall complete acquisition of the Property and record the conveyance no later than _____, 202___. If any of the obligations required to be performed in this Agreement to Subgrant are not completed within the time stated, MLT may be required to return all funds previously received by it pursuant to this Agreement. The Chairperson of the BLNR may extend the time for performance of any requirement. Requests for extension must be submitted by AWARDEE in writing 90 days prior to _____, 202___.

Attachment 3

COMPENSATION AND PAYMENT SCHEDULE

In full consideration of the services to be performed under this Agreement, MLT and DLNR agree to the following:

- a) MLT's request for payment, in the form of an invoice, shall be delivered personally or sent by first class mail, postage prepaid to:

Hawai'i Division of Forestry and Wildlife
Department of Land and Natural Resources
1151 Punchbowl Street, Room 325
Honolulu, Hawai'i 96813

The request for payment must be received by DLNR's Division of Forestry and Wildlife by _____, 202__, or 30 days prior to closing. A maximum payment of ONE MILLION EIGHT HUNDRED THOUSAND DOLLARS (\$1,800,000.00) shall be made upon:

- i. MLT's completion of the Checklist for Acquisition Subgrants attached hereto as Exhibit C;
 - ii. MLT's compliance with all DLNR and FWS policies and practices; and
 - iii. DLNR's receipt of an original invoice and copies of all bills, invoices, receipts, and a contract of sale.
- b) Within thirty (30) days of acquiring fee title to the Property, but no later than December 31, 2021, or the end date of the extended FWS grant performance period, MLT shall submit to the DLNR a copy of the recorded conveyance document transferring fee title to the Property to MLT.
- c) The total amount awarded under this Agreement will be dependent upon the project being completed with no substantive changes to the Recovery Land Acquisition Project Applications. DLNR and/or FWS may reduce the award if the project changes in any way that DLNR and/or FWS deem substantial. For example, a reduction in acreage, purchase price, or fair market value may be deemed substantial and sufficient justification for a reduction in the award.

Attachment 4

STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

“Agency” means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

“Controlling interest” means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

“Employee” means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).

On behalf of the Moloka‘i Land Trust, the undersigned does declare as follows:

1. MLT is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).
2. MLT has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Agreement to Subgrant within the preceding two years and who participated while so employed in the matter with which the Agreement to Subgrant is directly concerned. (Section 84-15(b), HRS).
3. MLT has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Agreement to Subgrant and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Agreement to Subgrant, if the legislator or employee has been involved in the development or award of the Agreement to Subgrant. (Section 84-14(d), HRS).
4. MLT has not been represented on matters related to this Agreement to Subgrant, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Agreement to Subgrant. (Sections 84-18(b) and (c), HRS).

MLT understands that the Agreement to which this document is attached is voidable on behalf of the DLNR if this Agreement was entered into in violation of any provision of chapter 84, Hawai‘i Revised Statutes, commonly referred to as the Code of Ethics, including

the provisions which are the source for the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the DLNR.

MOLOKA'I LAND TRUST:

By _____

(Signature)

Print Name _____

Print Title _____

Date _____

DRAFT

Attachment 5

**GENERAL CONDITIONS FOR RECOVERY LAND
ACQUISITION GRANT AGREEMENTS**

1. Recordkeeping Requirements. MLT shall in accordance with generally accepted accounting practices, maintain fiscal records and supporting documents and related files, papers, receipts, reports, and other evidence that sufficiently and properly reflect all direct and indirect expenditures and management and fiscal practices related to MLT's performance under this Agreement. MLT shall retain all records related to MLT's performance under this Agreement for at least three (3) years after the date of submission of MLT's Final Project Report.
2. Audit of MLT. MLT shall allow the DLNR and/or FWS full access to applicable records, reports, files, and other related documents and information for purposes of monitoring, measuring the effectiveness, and assuring the proper expenditure of the grants. This right of access shall last as long as the records and other related documents are retained.
3. Nondiscrimination. No person performing work under this Agreement to Subgrant, including any employee or agent of MLT, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.
4. Inspection of Property. MLT shall permit the DLNR and its agents and representatives, at all reasonable times, the right to enter and examine the Property to ensure compliance with the terms of this Agreement.
5. Conflicts of Interest. MLT represents that neither MLT, nor any employee or agent of MLT, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with MLT's performance under this Agreement.
6. Compliance with Laws. MLT shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect MLT's performance under this Agreement.
7. Indemnification and Defense. MLT agrees to defend, indemnify, and hold harmless the U.S. Fish and Wildlife Service and the State of Hawai'i, DLNR, and BLNR, their officers, employees, and agents, from and against any and all claims, demands, liabilities, suits, causes of action, judgments, costs, and expenses (including attorneys' fees) for loss, injury, death, or damage, including without limitation, claims for property damage, personal injury, death of persons, whenever such damage, injury, loss, or death arises out of, or is connected with, related to, or arising from, this Agreement or fee title to the Property. The

provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Agreement.

8. Cost of Litigation. In case the DLNR and/or FWS shall, without any fault on its part, be made a party to any litigation commenced by or against MLT in connection with this Subgrant, MLT shall pay all costs and expenses incurred by or imposed on the DLNR and/or FWS, including attorneys' fees.
9. Relationship of Parties; Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
 - a. In the performance of this Agreement, MLT is an “independent contractor,” with the authority and responsibility to control and direct the performance required under this Agreement to Subgrant; however, the DLNR and FWS shall have a general right of inspection to determine whether, in the DLNR’s and/or FWS’s opinion, MLT is in compliance with this Agreement.
 - b. MLT and its employees and agents are not, by reason of this Agreement, agents or employees of the DLNR and/or FWS for any purpose, and MLT, and MLT’s employees and agents shall not be entitled to claim or receive from the DLNR or FWS any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state and federal employees.
 - c. MLT shall be responsible for the accuracy, completeness, and adequacy of MLT’s performance under this Agreement. Furthermore, MLT intentionally, voluntarily, and knowingly assumes the sole and entire liability to MLT’s employees and agents, and to any individual not a party to this Agreement, for all loss, damage, or injury caused by MLT, or MLT’s employees or agents, in the course of their employment.
 - d. MLT shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by MLT by reason of this Agreement, including but not limited to employment related fees, assessments, and taxes. MLT also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Agreement.
 - e. MLT shall obtain a tax clearance certificate from the Director of Taxation, State of Hawai‘i, and the Internal Revenue Service, U.S. Department of the Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against MLT have been paid and submit the same to DLNR prior to commencing any performance under this Agreement.

- f. MLT is responsible for securing all employee-related insurance coverage for MLT and MLT's employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.
- 10. Payment Procedures: Tax Clearance. All payments under this Agreement shall be made only upon submission by MLT of (i) original invoices specifying the amount due and certifying that it has completed or will complete performance in accordance with the Agreement, and (ii) tax clearances from the Hawaii State Department of Taxation and the Internal Revenue Service.
- 11. Publicity.
 - a. MLT shall not refer to the DLNR and/or FWS, or any office, agency, or officer thereof, or any state employee, in any of MLT's brochures, advertisements, or other publicity of MLT without written permission from the Public Information Office of the State of Hawai'i, Department of Land and Natural Resources and FWS. All media contacts with MLT about the subject matter of this Agreement shall be referred to DLNR and FWS.
 - b. MLT consents to the DLNR and FWS's use of MLT's name, photograph, image, or likeness in brochures, advertisements, or other publicity relating to the Recovery Land Acquisition Program and other conservation related programs. DLNR and FWS shall have complete ownership of all material which is developed, prepared, assembled, or conceived for brochures, advertisements, or other publicity relating to the proposed acquisition by DLNR and/or FWS.
- 12. Confidentiality of Material.
 - a. All materials given to or made available to MLT by virtue of this Agreement, which are identified as proprietary or confidential information, will be safeguarded by MLT and shall not be disclosed to any individual or organization without the prior written approval of DLNR.
 - b. All information, data, or other material provided by MLT to the DLNR shall be subject to the Uniform Information Practices Act, chapter 92F, Hawai'i Revised Statutes.
- 13. Suspension and Termination of Agreement.
 - a. DLNR reserves the right at any time and for any reason to suspend this Agreement for any reasonable period, upon written notice to MLT. Upon receipt of said notice, MLT shall immediately comply with said notice and suspend all performance under this Agreement at the time stated.

- b. If, for any cause, MLT breaches this Agreement by failing to satisfactorily fulfill in a timely or proper manner MLT's obligations under this Agreement or by failing to perform any of the promises, terms, or conditions of this Agreement, and having been given reasonable notice of and opportunity to cure such default, fails to take satisfactory corrective action within the time specified by DLNR, DLNR shall have the right to terminate this Agreement by giving written notice to MLT of such termination at least seven (7) calendar days before the effective date of such termination. Furthermore, DLNR may terminate this Agreement without statement of cause at any time by giving written notice to MLT of such termination at least thirty (30) calendar days before the effective date of such termination.
 - c. Upon termination of the Agreement, MLT, within thirty (30) calendar days of the effective date of such termination, shall compile, and submit in an orderly manner to the DLNR an accounting of the work performed up to the date of termination. In such event, MLT shall be paid for the actual cost of the services rendered, if any, but in no event more than the total compensation payable to MLT under this Agreement.
 - d. If this Agreement is terminated for cause, MLT shall not be relieved of liability to DLNR for damages sustained because of any breach by MLT of this Agreement. In such event, DLNR may retain any amounts which may be due and owing to MLT until such time as the exact amount of damages due to DLNR from MLT has been determined. DLNR may also set off any damages so determined against the amounts retained.
- 14. Disputes. No dispute arising under this Agreement may be sued upon by MLT until after MLT's written request to the Chairperson of the Board of Land and Natural Resources ("CHAIRPERSON") to informally resolve the dispute is rejected, or until ninety (90) calendar days after the CHAIRPERSON's receipt of MLT's written request whichever comes first. While the CHAIRPERSON considers MLT's written request, MLT agrees to proceed diligently with the performance necessary to complete the proposed project unless otherwise instructed in writing by the CHAIRPERSON.
- 15. State Remedies. MLT understands that in the event that it no longer meets all of the standards set forth in paragraph 1 of these General Conditions, or in the event that MLT fails to comply with any of the other requirements, provisions, or conditions set forth in this Agreement to Subgrant, that DLNR and/or FWS may refuse to make further payments to MLT or may seek reimbursement for payments made to MLT under this Agreement to Subgrant. In addition to the remedies set forth above, DLNR and/or FWS shall be entitled to pursue any other remedy available at law or in equity.

16. Modifications of Agreement. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Agreement to Subgrant permitted by this Agreement shall be made by written amendment to this Agreement, signed by MLT and DLNR.
17. Notices. Any written notice required to be given by a party to this Agreement shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid, to the CHAIRPERSON at the CHAIRPERSON's office in Honolulu, Hawai'i or to MLT at MLT's place of business as indicated in the Agreement. A notice shall be deemed to have been received at the time of actual receipt. MLT is responsible for notifying the CHAIRPERSON in writing of any change of address.
18. Waiver. The failure of DLNR to insist upon the strict compliance with any term, provision, or condition of this Agreement shall not constitute or be deemed to constitute a waiver or relinquishment of DLNR's right to enforce the same in accordance with this Agreement. The fact that the DLNR specifically refers to one section of the Hawai'i Revised Statutes, and does not include other statutory sections in this Agreement shall not constitute a waiver or relinquishment of DLNR's rights or MLT's obligations under the statutes.
19. Severability. In the event that any provision of this Agreement to Subgrant is declared invalid or unenforceable by a court, such invalidity, or unenforceability shall not affect the validity or enforceability of the remaining terms of this Agreement to Subgrant.
20. Governing Law. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of the State of Hawai'i. Any action at law or in equity to enforce or interpret the provisions of this Agreement shall be brought in a state court of competent jurisdiction in Honolulu, Hawai'i.
21. Survival. MLT's obligations and the DLNR's remedies shall survive the funding of the grants and the acquisition of fee title to the Property by MLT.
22. Entire Contract. This Contract sets forth all of the Agreement's conditions, understandings, promises, warranties, and representations between DLNR and MLT. This Agreement supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall no further be in force or effect. There are no agreements, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between DLNR and MLT other than as set forth or as referred to herein.



United States Department of the Interior

FISH AND WILDLIFE SERVICE
911 NE 11th Avenue
Portland, Oregon 97232-4181



In Reply Refer to:
FWS/R1/WSFR

April 7, 2020

David Smith, Administrator
Department of Land and Natural Resources
Division of Forestry and Wildlife,
1151 Punchbowl Street, Room 325
Honolulu, Hawaii 96813

DUNS: 824671200

Subject: Notice of Grant Award for **F20AP00349**

Dear David Smith:

Your organization's application for Federal financial assistance titled "**Mapulehu: Valley to Summit Fee Acquisition**" submitted to the U.S. Fish and Wildlife Service (Service)'s CFDA Program 15.615 is approved. This award is made under the authority of: Endangered Species Act of 1973 16 U.S.C. 1531 et seq. For a complete list of this program's authorizing legislation, go to <https://beta.sam.gov/> and search by the CFDA Program number. This award is made based on Service approval of your organization's proposal, hereby incorporated by reference into this award.

The performance period of this award is **May 1, 2020** through **April 30, 2023**. Only allowable costs resulting from obligations incurred during the performance period and any authorized pre-award costs may be charged to this award. Liquidate all obligations incurred under the award no later than 90 calendar days after the end of the performance period, unless the Service approves a final financial reporting period extension (see Reporting Requirements section below). If you need more time to complete project activities, you must submit a written request to the Service at rlfa_grants@fws.gov before the end of the stated performance period (see Project/Program Plan and Budget Revisions section below).

Payments:

Your organization has completed enrollment in U.S. Treasury's Automated Standard Application for Payment (ASAP) system. When requesting payment in ASAP, your Payment Requestor will be required to enter an Account ID. The number assigned to this award is the partial Account ID in ASAP. When entering the Account ID in ASAP, the Payment Requestor should enter the award number identified in the subject line on letter followed by a percent sign (%). Refer to the ASAP.gov Help menu for detailed instructions on requesting payments in ASAP.

INTERIOR REGION 9
COLUMBIA-PACIFIC NORTHWEST

IDAHO, MONTANA*, OREGON*, WASHINGTON

*PARTIAL

INTERIOR REGION 12
PACIFIC ISLANDS

AMERICAN SAMOA, GUAM, HAWAII, NORTHERN
MARIANA ISLANDS

Use the information below to identify your award funds at: www.asap.gov.

ASAP Account ID	FY/Funding Title	Federal Share	% of Federal Share	State Share	% of State Share	Total Award
F20AP00349-0001-0150	2019/ES S6 RLA	\$1,800,000	45%	\$2,200,000	55%	\$4,000,000
Totals:		\$1,800,000	45%	\$2,200,000	55%	\$4,000,000

Terms of Acceptance:

Service grant and cooperative agreement awards are made based on the application submitted to and approved by the Service, and are subject to the terms and conditions incorporated into the Notice of Award either by direct citation or by reference to Federal regulations; program legislation or regulation; and special award terms and conditions. Recipients indicate their acceptance of an award by starting work, drawing down funds, or accepting the award via electronic means. Recipient acceptance of an award from the Service carries with it the responsibility to be aware of and comply with all terms and conditions applicable to the award. The Federal regulations applicable to Service recipients and their subrecipients and contractors are listed by recipient type in the Service's Financial Assistance Award Terms and Conditions at <https://www.fws.gov/grants/atc.html>. The "Department of the Interior (DOI) Award Provisions" attached to this Notice of Award also apply (Attachment A). If you do not have access to the Internet and require a printed copy of the award terms and conditions, contact the Service Project Officer identified in the Project Contacts section.

The recipient can initiate termination of award by sending written notice to the Service Project Officer stating the reasons for termination, the effective date, and in the case of partial termination, the portion to be terminated. For applicable award termination regulations and procedures, see 2 CFR 200.339.

Special Conditions and Provisions:

Cost accounting is required at the grant level.

Reporting Requirements:

Report Title	Report Period:	Due Date
Interim Federal Financial Report (SF-425)	June 30, 2021	September 28, 2021
Interim Performance Report	June 30, 2021	September 28, 2021
Interim Federal Financial Report (SF-425)	June 30, 2022	September 28, 2022
Interim Performance Report	June 30, 2022	September 28, 2022
Final Federal Financial Report (SF-425)	April 30, 2023	July 29, 2023
Final Performance Report	April 30, 2023	July 29, 2023

All Reports should be sent to rlfa_grants@fws.gov.

Recipients must use the Standard Form (SF) 425, *Federal Financial Report* form for all financial reporting. A final SF 425, *Federal Financial Report* is required within 90 calendar days of the end date of the award. This form is available at online at <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>. For assistance completing the SF-425, watch the instructional video, “***Completing the Federal Financial Report (SF-425)***” available on the Service’s Financial Assistance Wiki at <https://fawiki.fws.gov/dashboard.action>.

Performance reports must contain: 1) a comparison of actual accomplishments with the goals and objectives of the award as detailed in the approved scope of work; 2) a description of reasons why established goals were not met, if appropriate; and 3) any other pertinent information relevant to the project results. Please include the Service award number provided in the subject line of this letter on all reports.

Financial and performance reporting due dates may be extended by the Service upon receipt of a written request addressed to the Service at rlfa_grants@fws.gov identifying the type of report to be extended, the requested revised due date, and a justification for the extension. The Service may approve an additional extension if justified by a catastrophe that significantly impairs the recipient’s operations. Requests for reporting due date extensions must be received by the Service no later than one day before the original reporting due date.

For additional information regarding financial and performance reporting requirements and sanctions for noncompliance, see Service Policy **516 FW 1, *Monitoring Financial and Performance Reporting for Financial Assistance*** at <https://www.fws.gov/policy/516fw1.html>.

Significant Developments Reports (see 2 CFR 200.328(d)):

Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, recipients are required to notify the Service in writing as soon as the recipient becomes aware of any problems, delays, or adverse conditions that will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of any corrective action(s) taken or contemplated, and any assistance needed to resolve the situation. The recipient should also notify the Service in writing of any favorable developments that enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

Other Deliverables:

Fee Simple Acquisitions

The deed of purchase will identify the Federal interest in the title of real property or a Notice of Federal Participation will be recorded to ensure that the property will be managed in perpetuity consistent with the goals and objectives of the grant. A Notice of Federal Participation also will be recorded for any properties used as match.

A draft management plan for the property being acquired and for any property being used for match must be submitted to and approved by the Service prior to the closing of the grant. Grantees should work closely with Service Field Office staff to develop management plans.

A copy of the Recorded Deed / Notice of Federal Participation, Title Insurance Policy or Title Vesting Certificate, Signed Settlement Statement, Statement of Just Compensation (if the purchase price is lower than appraised value), and three maps including the location of the property in the State, in the county, and a plat map or equivalent, for each property purchased, will be included as part of the final accomplishment report. Once finalized, a copy of the management plan should be sent to the Service.

In the event that the terms for perpetual conservation are violated, the property will be subject to transfer, replacement, or repayment to the Service pursuant to 2 CFR 200.311.

Conservation Easement Acquisitions

The conservation easement will state that the property will be managed in perpetuity consistent with the goals and objectives of the grant or a Notice of Federal Participation shall be recorded. A Notice of Federal Participation will be recorded for any properties used as match.

The conservation easement will be submitted to and approved by the Service prior to its recording. A draft management plan for the property being protected with the conservation easement and for any property being used for match must be submitted to and approved by the Service prior to the closing of the grant. Grantees should work closely with Service Field Office staff to develop management plans.

A copy of the Recorded Easement and Notice of Federal Participation, Signed Settlement Statement, Statement of Just Compensation (if the purchase price is lower than appraised value), Baseline Inventory, final Property Management Plan, and three maps including the location of the property in the State, in the county, and a plat map or equivalent, for each property protected with an easement, will be included as part of the final accomplishment report.

In the event the conservation easement is no longer necessary for the purposes of the grant, the grantee will request disposition instructions from the Service pursuant to 2 CFR 200.311.

All Acquisitions

Prior to a property or conservation easement being purchased, the Service must be informed of any changes to the property that would affect its conservation value (e.g., logging activities that occurred after the submission of a grant proposal or at any time during the grant period). For properties protected with Section 6 funds, monitoring must occur at reasonable intervals, which will vary depending on the risks to the conservation values of any particular property, to ensure that it is serving its intended purpose and being appropriately managed.

As per Director's Memo 030301 dated March 29, 2007, State agencies using Section 6 funds to protect land must maintain a land inventory record system. For a copy of this memo please contact David Leonard.

Once a property is acquired or protected, the Service encourages grantees to upload relevant information into the Conservation Registry (<http://usfws-r1.conservancyregistry.org/>). The Conservation Registry is a free online database that tracks and maps conservation, restoration,

and wildlife projects across the U.S. Please note that populating the Conservation Registry does not fulfill the land inventory requirement.

Mineral Rights

If mineral rights are reserved, the extraction of minerals must be consistent with the purpose of the acquired land and must be extracted in a way that will not damage the habitat or value of the surface lands. This ensures that the quantity and quality of the habitat needed to conserve species will be maintained.

Revenue / Program Income

Revenue generated during the grant period from the sale of timber on acquired or match lands shall be treated as program income. Program income is subject to the Federal assistance regulations at 2 CFR 200.307. Timber revenues realized after the grant period are required to be fully used by the State grantee or sub-grantee for management of the property as approved in the management plan and may not be diverted to other purposes.

Appraisals

Prior to accessing funds for the purchase of property, market value must be determined by appraisals performed in accordance with the *Uniform Appraisal Standards for Federal Land Acquisitions* (Yellow Book). The Federal share of the acquisition will not be greater than the agreed upon match proportion of the current market value, as determined by an appraisal and review appraisal completed to Yellow Book standards. If land is to be used as match, Federal funds may not be used to acquire the subject property until documentation of the match property has been approved by the Service. Documentation shall consist of identification and approval of the property and a Yellow Book, self-contained appraisal with a review appraisal. The following conditions must be completed to document Yellow Book compliance:

1. A State-certified general appraiser must conduct an appraisal that meets Federal land acquisition standards. Specifically the appraisal must be Yellow Book compliant <http://1.usa.gov/1HmvzGu>. This must occur for the property or properties you plan to purchase or use as match.
2. Following the appraisal, a review appraisal is required. The review appraisal can be prepared by qualified agency staff or provided to your agency by contract or agreement with another state agency. A State-certified or licensed review appraiser must conduct the review appraisal.

The appraisal and review appraisal documents must be submitted to David Leonard for approval before Federal funds can be used to purchase the land.

Conflict of Interest Disclosures:

Recipients are responsible for notifying the Service Project Officer in writing of any conflicts of interest that arise during the life of this award, including those reported to them by any subrecipient under the award. Conflicts of interest include any relationship or matter that might place the recipient, including their employees and subrecipients, in a position of conflict, real or

apparent, between their responsibilities under the award and any other outside interests. Conflicts of interest include direct or indirect financial interests; close personal relationships; positions of trust in outside organizations; consideration of future employment arrangements with a different organization; and decision-making authority related to the proposed project. Conflicts of interest are those circumstances real or perceived that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the recipient, or the recipient's employees or subrecipients, in matters pertaining to the award. Recipients must notify the Service in writing if any employees, including subrecipient and contractor personnel, are related to, married to, or have a close personal relationship with any Federal employee within the Federal program issuing this award. The term employee means any individual engaged in the performance of work under the Federal award. Recipients may not have a former Federal employee as a key project official, or in any other substantial role related to their award, whose participation put them out of compliance with the legal authorities addressing post-Government employment restrictions. See the U.S. Office of Government Ethics website at <https://oge.gov/> for more information on these restrictions. The Service will examine each conflict of interest disclosure based on its particular facts and the nature of the project and will determine if a significant potential conflict exists. If it does, the Service will work with the recipient to determine an appropriate resolution. Failure to disclose and resolve conflicts of interest in a manner that satisfies the Service may result in any of the remedies described in [2 CFR 200.338 Remedies for Noncompliance](#), including termination of this award.

Other Mandatory Disclosures:

Recipients of Federal awards must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that receive a Federal award including the term and condition outlined in 2 CFR 200, "Appendix XII—Award Term and Condition for Recipient Integrity and Performance Matters" are required to report certain civil, criminal, or administrative proceedings to SAM. Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.338 "Remedies for Noncompliance", including suspension or debarment.

Indirect Costs:

Indirect costs under this award are approved on the condition that the Recipient will submit an indirect cost rate proposal to their cognizant agency immediately after the award is made and no later than 90 calendar days past the award performance period start date. The Recipient is not authorized to charge indirect costs under this award until the Recipient has received, and provided a copy to our office at rlfa_grants@fws.gov, an approved Negotiated Indirect Cost Rate Agreement (NICRA) from the Federal government. In the event the Recipient fails to establish an approved rate before the end of the award performance period, the Service may either: 1) deobligate the Federal amount budgeted for indirect costs and, if not otherwise prohibited by legislation or regulation, allow the Recipient to use costs otherwise allocable as indirect costs to satisfy cost-sharing or matching requirements; or 2) allow the Recipient to transfer the amount otherwise allocable as indirect costs to direct costs. Service approval of such budget changes will depend on the particular award circumstance. Indirect costs otherwise allocable to this award may not be shifted to another Federal award unless specifically authorized by legislation. The Recipient must comply with the approved NICRA Agreement.

System for Award Management (SAM) Registration:

Under the terms and conditions of this award, your organization must maintain an active SAM registration at www.sam.gov until the final financial report is submitted or final payment is received, whichever is later. If your organization's SAM registration expires during the required period, the Service will suspend payment under this and all other Service awards to your organization until you update your organization's SAM registration.

Project Plan and Budget Amendments:

Recipients are required to report deviations from budget or project scope or objective, and request prior approvals for budget and program plan revisions in accordance with 2 CFR 200.308 unless otherwise specifically waived in this award.

Grant Period Extensions:

If additional time is needed to complete the approved project, you must send an SF-424 and written notice to the Service at rlfa_grants@fws.gov. This notice must be received prior to the authorized performance period end date, and must include supporting reasons and revised end date. Extensions for time cannot be authorized for the sole purpose of spending an unused balance of funds.

Project Contacts:

Service Project Officer for this award is:	Recipient Project Officer for this award is:
David Leonard (503) 231-2372 david_leonard@fws.gov	James Cogswell (808) 587-4187 james.m.cogswell@hawaii.gov

Please contact David Leonard with any questions. Please include the Service award number provided in the subject line of this letter in all written communications.

Thank you for your interest and efforts in supporting conservation of fish and wildlife and their habitats.

Sincerely,



Kathy Hollar, Chief
Wildlife and Sport Fish Restoration Program

Digitally signed by
KATHERINE HOLLAR
Date: 2020.04.07
17:59:16 -07'00'

Enclosure

Attachment A: DOI Award Provisions

I. Conflicts of Interest

(a) Applicability.

(1) This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.

(2) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.318 apply.

(b) Requirements.

(1) Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.

(2) In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.

(3) No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

(c) Notification.

(1) Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of Interest.

(2) Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients.

(d) Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.

(e) Review Procedures. The Financial Assistance Officer will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement, and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.

(f) Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

II. Data Availability

(a) Applicability. The Department of the Interior is committed to basing its decisions on the best available science and providing the American people with enough information to thoughtfully and substantively evaluate the data, methodology, and analysis used by the Department to inform its decisions.

(b) Use of Data. The regulations at 2 CFR 200.315 apply to data produced under a Federal award, including the provision that the Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award as well as authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

(c) Availability of Data. The recipient shall make the data produced under this award and any subaward(s) available to the Government for public release, consistent with applicable law, to allow meaningful third party evaluation and reproduction of the following:

- (1) The scientific data relied upon;
- (2) The analysis relied upon; and
- (3) The methodology, including models, used to gather and analyze data.

Application for Federal Assistance SF-424			
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	
		* If Revision, select appropriate letter(s): <input style="width: 100%;" type="text"/> * Other (Specify): <input style="width: 100%;" type="text"/>	
* 3. Date Received: <input style="width: 100%;" type="text" value="05/17/2019"/>		4. Applicant Identifier: <input style="width: 100%;" type="text"/>	
5a. Federal Entity Identifier: <input style="width: 100%;" type="text"/>		5b. Federal Award Identifier: <input style="width: 100%;" type="text" value="F20AP00349"/>	
State Use Only:			
6. Date Received by State: <input style="width: 100%;" type="text"/>		7. State Application Identifier: <input style="width: 100%;" type="text" value="Hawaii"/>	
8. APPLICANT INFORMATION:			
* a. Legal Name: <input style="width: 100%;" type="text" value="Department of Land and Natural Resources"/>			
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input style="width: 100%;" type="text" value="990266119"/>		* c. Organizational DUNS: <input style="width: 100%;" type="text" value="8246712000000"/>	
d. Address:			
* Street1: <input style="width: 100%;" type="text" value="1151 Punchbowl street, 325"/> Street2: <input style="width: 100%;" type="text"/> * City: <input style="width: 100%;" type="text" value="Honolulu"/> County/Parish: <input style="width: 100%;" type="text"/> * State: <input style="width: 100%;" type="text" value="HI: Hawaii"/> Province: <input style="width: 100%;" type="text"/> * Country: <input style="width: 100%;" type="text" value="USA: UNITED STATES"/> * Zip / Postal Code: <input style="width: 100%;" type="text" value="968130000"/>			
e. Organizational Unit:			
Department Name: <input style="width: 100%;" type="text" value="Land and Natural Resources"/>		Division Name: <input style="width: 100%;" type="text" value="Forestry and Wildlife"/>	
f. Name and contact information of person to be contacted on matters involving this application:			
Prefix: <input style="width: 100%;" type="text" value="Mr."/> * First Name: <input style="width: 100%;" type="text" value="James"/> Middle Name: <input style="width: 100%;" type="text" value="M"/> * Last Name: <input style="width: 100%;" type="text" value="Cogswell"/> Suffix: <input style="width: 100%;" type="text"/>			
Title: <input style="width: 100%;" type="text" value="Wildlife Program Manager"/>			
Organizational Affiliation: <input style="width: 100%;" type="text" value="Department of Land and Natural Resources"/>			
* Telephone Number: <input style="width: 100%;" type="text" value="8085874187"/>		Fax Number: <input style="width: 100%;" type="text"/>	
* Email: <input style="width: 100%;" type="text" value="james.m.cogswell@hawaii.gov"/>			

FGES59540100150 18X

Application for Federal Assistance SF-424*** 9. Type of Applicant 1: Select Applicant Type:**

A: State Government

Type of Applicant 2: Select Applicant Type:

M: Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education)

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Fish and Wildlife Service

11. Catalog of Federal Domestic Assistance Number:

15.615

CFDA Title:

Cooperative Endangered Species Conservation Fund

*** 12. Funding Opportunity Number:**

F19AS00144

* Title:

Cooperative Endangered Species Conservation Fund

13. Competition Identification Number:

F19AS00144

Title:

FY 19 CESCO Non Traditional Grants

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Mapulehu: on the Valley ocean to to Summit; the fee summit of acquisition East of Molokai, 1,819 with acres on critical Molokai, habitat Hawaii, for from numerous a few listed hundred yards species.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
* a. Applicant <input type="text" value="1&2"/>	* b. Program/Project <input type="text" value="2"/>
Attach an additional list of Program/Project Congressional Districts if needed.	
<input type="text"/>	<input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>
17. Proposed Project:	
* a. Start Date: <input type="text" value="05/01/2019"/> 5/1/2020	* b. End Date: <input type="text" value="12/31/2020"/> 4/30/2023
18. Estimated Funding (\$):	
* a. Federal	<input type="text" value="1,800,000.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="1,200,000.00"/>
* d. Local	<input type="text" value="1,000,000.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="4,000,000.00"/>
* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on <input type="text"/> .	
<input checked="" type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
<input type="checkbox"/> c. Program is not covered by E.O. 12372.	
* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", provide explanation and attach	
<input type="text"/>	<input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)	
<input checked="" type="checkbox"/> ** I AGREE	
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
Authorized Representative:	
Prefix: <input type="text" value="Mr."/>	* First Name: <input type="text" value="James"/>
Middle Name: <input type="text"/>	
* Last Name: <input type="text" value="Cogswell"/>	
Suffix: <input type="text"/>	
* Title: <input type="text" value="Wildlife Program Manager"/>	
* Telephone Number: <input type="text" value="8085870051"/>	Fax Number: <input type="text"/>
* Email: <input type="text" value="james.m.cogswell@hawaii.gov"/>	
* Signature of Authorized Representative: <input type="text" value="Emma K Yuen"/>	* Date Signed: <input type="text" value="05/17/2019"/>

Mapulehu Valley to Summit Fee Acquisition

A Proposal to the U.S. Fish & Wildlife Service Recovery Land Acquisition Grant Program



Mixed native forest in upper Mapulehu Valley stream bed, critical habitat & watershed resources located within Mapulehu Valley in upper watershed areas

Proposed by:
Moloka'i Land Trust, The Trust for Public Land
&
State of Hawai'i
Department of Land & Natural Resources
Division of Forestry & Wildlife

**RECOVERY LAND ACQUISITION GRANT PROPOSAL – MAPULEHU: VALLEY TO
SUMMIT; MAUI COUNTY, MOLOKAI ISLAND, HAWAII**

Project Title: Mapulehu: Valley to Summit Fee Acquisition

Region: Pacific

State: State of Hawai‘i

Submitted By: Hawai‘i Department of Land and Natural Resources, Division of Forestry and Wildlife (**DOFAW**); Molokai Land Trust (**MLT**); and The Trust for Public Land (**TPL**)

U.S. Fish and Wildlife Service (USFWS) Contact: John Vetter
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MLT Contact: William “Butch” Haase
P.O. Box 1884
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808-366-6675
Butch@Molokailandtrust.org

TPL Contact: Stephen Rafferty
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808-524-8564
Stephen.Rafferty@tpl.org

Acreage of fee acquisition: 1,819 acres total. TMK: (2) 5-7-005:002; 665.993 acres in the State Agricultural Land Use District. TMK (2) 5-7-005:027; 1,159 acres in the State Conservation Land Use District (see attached maps).

PROJECT NARRATIVE

THE NEED FOR ACQUIRING MAPULEHU

Mapulehu Valley, in southeast Molokaʻi Island, Hawaiʻi, extends from Kamehameha V Highway, about 200 hundred yards from the ocean, to over 3,488 feet at the summit of East Molokaʻi. Mapulehu Stream (perennial at higher elevations), and six intermittent streams, wind twelve miles through high quality native habitat and mixed forest to lower Mapulehu Valley, ancient fishponds, and the sea. One-half mile offshore is a 35-mile long fringing coral reef – the longest in the nation.

Hawaii's only native mammal, the listed Endangered Hawaiian hoary bat or 'ope'ape'a (*Lasiurus cinereus semotus*) likely occurs on the property. A few hundred yards to the southeast of Mapulehu, a coastal bat detector registered 183 bat detections in 96 hours. To the west of Mapulehu in adjacent Kalua'aha, a coastal bat detector registered 22 detections in 40 hours. Based on modeling from other islands, Hawaiian hoary bats are almost certainly present in Mapulehu. Endangered waterbirds likely occur on the property as well. The nēnē, or Hawaiian goose (*Branta sandvicensis*), is present in the area, likely found in Mapulehu, and eight native plant species identified in the Revised Draft Recovery Plan for the Nēnē as preferable food sources, and five native plant species optimal for nēnē nesting are also present. Newell's shearwaters (*Puffinis newelli*), at a minimum, likely traverse the property, and the steep mountainous terrain of upper Mapulehu provide suitable nesting habitat. The Hawaiian duck (*Anas wyvilliana*), Hawaiian coot (*Fulica alai*), and Hawaiian stilt (*Himantopus mexicanus knudseni*), are also present in the area and are likely found on the property in the streams and waterbodies.

Three listed forest have historically occurred at Mapulehu. The federally Threatened and state endangered Iʻiwi (*Drepanis coccinea*) was spotted in upper Mapulehu in 1998 (Wood 1998). The Endangered 'Oloma'ō or Molokai thrush (*Myadestes lanaiensis rutha*) and 'Akohekohe or crested honeycreeper (*Palmeria dolei*) have historically occurred at Mapulehu. The property also includes USFWS designated Critical Habitat for the 'Akohekohe and the Endangered Maui parrotbill (Kiwikiu; *Pseudonestor xanthrophrys*).

Four listed Endangered plant species are known to occur at Mapulehu: *Cyrtandra filipes*, *Gardenia remyi*, *Melicopa reflexa*, and *Phyllostegia stachyoides*. An additional ten listed Endangered plant species have historically occurred at Mapulehu: *Ctenitis squamigera*, *Cyanea profuga*, *Cyanea solanacea*, *Diplazium molokaiense*, *Joinvillea ascendens* subsp. *ascendens*, *Kadua laxiflora*, *Labordia triflora*, *Phyllostegia hispida*, *Phyllostegia mannii*, and *Stenogyne bifida*. Mapulehu includes USFWS designated Critical Habitat for 53 listed Endangered plant species.

A key threat to native forest, plant, and animal species is feral ungulates. Their rooting and browsing strip away plants and groundcover, which allows invasive species to crowd out native plants, with the invasive species often being less conducive to watershed recharge or prevention of erosion during rains (such as strawberry guava). In steeper areas, oftentimes there is no regrowth, resulting in high-velocity, sediment-laden runoff cascading through the lower valley, further damaging groundcover, scouring the coral reef, and smothering the near-shore ecosystem.

The threats of feral ungulate damage and erosion have reached a critical point for native habitat at all elevations.

To help control feral ungulates and facilitate native species recovery, the State of Hawaii DLNR, East Moloka'i Watershed Partnership, and The Nature Conservancy are preparing the Paku'i fencing unit, which will cover five miles in East Moloka'i, up to the Mapulehu border. Securing Mapulehu would enable coordinated fencing and restoration efforts in Mapulehu.

The Mapulehu parcels are listed for sale, and make up most of Mapulehu Valley, excepting housing parcels along the highway and a few inholdings just inside the property. The likely buyer would be a real estate speculator eyeing development in the lower valley. Being focused on development potential, such buyers would be unlikely to cooperate with restoration efforts because development potential could be compromised by findings that listed species could be detrimentally impacted by development (seabirds susceptible to bright lights are a prime example). Accordingly, a purchase of the property by the Molokai Land Trust (MLT) for compatible management presents the best opportunity to aid recovery of threatened and endangered species by permanently protecting the native forest, completing critically important watershed partnership fencing projects, and facilitating the restoration efforts of the watershed partnership, MLT, and their partners.

Partial Surveys Reflect Endangered Species with Predictions of More

A 1998 survey of Mapulehu found populations of two listed Endangered plant species: *Cyrtandra filipes* and *Phyllostegia stachyoides*. Mapulehu is the only known locality of *Cyrtandra filipes* on Moloka'i. Both species are also designated "Plant Extinction Prevention" or "PEP" species, which means there are fewer than 50 remaining in the wild. Sightings of the federally threatened and state endangered I'iwi were documented as well (Wood 1998). Other rare plants included *Cyrtandra biserrata*, *Cyrtandra lydgatei*, *Hibiscus kokio* subsp. *kokio*, and *Peperomia rockii* all former Species of Concern.

While it is predicted that further surveys of Mapulehu would be productive, the landowners have the property listed for sale and are concerned that survey results could impact the development value (and thus marketability) of the property. At the same time, the landowners are supportive of a conservation sale and will consider permitting a biological survey once a degree of funding is secured such that progress toward a closing is reflected. Similarly, once progress has been made on the funding side, the landowners will consider entering into an option agreement.

While an updated biological survey of Mapulehu cannot be immediately done, members of the Hawai'i Plant Extinction Prevention Program (PEPP) conducted a one-day survey of a portion of adjacent Kalua'aha Valley (December 2014) and a two-day survey of a second portion (January 2016) that was cut short by inclement weather and steep terrain. Those brief surveys uncovered four federally listed Endangered plant species at Kalua'aha (*Cyanea manni*, *Cyanea solanacea*, *Melicope reflexa*, and *Gardenia remyi*) along with six species formerly federally designated as Species of Concern: *Cyanea solenocalyx*, *Cyrtandra biserrata*, *Cyrtandra lydgatei*, *Eurya sandwicensis*, *Anoetochilus sandwicensis*, and *Liparis hawaiiensis*, as well as numerous other endemic plants. *Cyanea solanacea* is also considered a PEP species. The PEPP team also found a Moloka'i tree snail (*Partulina mighelsiana*), which is recognized on the IUCN Red List of

Threatened Species as “Endangered.” A lower elevation survey of a proposed fenceline in Kalua‘aha (May 2014) identified 4 individuals of Endangered *Gardenia remyi*, as well as *Liparis hawaianensis* and *Eurya sandwicensis*, both State Species of Concern.

The PEPP team concluded that surveying the reaches of Kalua‘aha not yet accessed would undoubtedly reveal more listed and rare species in that valley, and the same logic applies to the contiguous Mapulehu watershed, which, at upper elevations, is essentially a continuation of the same mountain environment and conditions.

Historical Background

In addition to its habitat and watershed values, Mapulehu Valley has significant cultural and historical significance. The ancient Wailau Trail traverses the property up to and over the summit of East Moloka‘i to the remote valleys of North Moloka‘i. It is a tremendous resource for recreation and access for management, but is also a highway for the spread of invasive species. The 287 foot by 87 foot stone platform that formed the base of the second largest heiau (ancient temple) in Hawai‘i, ‘Ili‘ili‘opae (in the national and state historic registers), is in lower Mapulehu Valley. It is believed to have been used as a sacrificial temple and was also a training facility for priests and sorcerers. Portions of lower Mapulehu were also used as a dairy and for orchards. Because of the flat portions of Mapulehu that border Kamehameha V Highway (the only highway in East Moloka‘i), the property could be developed for housing or commercially, which would threaten the transit corridors of seabirds such as shearwaters and petrels, and complicate access for management of the upper watershed and forest.

OBJECTIVE

The Mapulehu Valley fee acquisition will serve multiple objectives. First, as stated above, the property currently provides quality habitat for the Hawaiian hoary bat (which occurs on the property), five listed Endangered waterbird species likely to occur on the property, and two invertebrate species that have historically occurred. Second, upper Mapulehu provides suitable habitat for nesting of Newell’s shearwaters, which likely, at a minimum, traverse the property. Third, upper Mapulehu is designated Critical Habitat for two forest bird species, one of which historically occurred, and 53 plant species, several of which occur on the property, and 13 of which have historically occurred. Permanently protecting Mapulehu through an acquisition by MLT will prevent land use changes that could degrade that habitat.

In addition, by adding the component of management by MLT and the watershed partnership, including fencing, ungulate control, and outplanting of native species, the potential for recovery of species identified in the numerous recovery plans associated with Mapulehu will be substantially increased and locations that are vectors for degradation (such as the Wailau Trail being a route for ungulates and humans to the upper Mapulehu valley) can be managed to stem further degradation and instead serve as ingresses for management and restoration. The East Moloka‘i Watershed Partnership in conjunction with the Nature Conservancy and State of Hawaii DLNR are in the final planning stages of planning for the Paku‘i fencing project, a five-mile ungulate proof fencing of conservation areas in East Moloka‘i, terminating at the western border of Mapulehu. Permanently protecting Mapulehu will facilitate further fencing activities including the ultimate incorporation of Mapulehu into the fencing and management units, adding thousands of acres to more than 30,000 already being preserved in East Moloka‘i, and further

facilitating invasive species control and restoration efforts on a landscape level. Revegetation will decrease sediment damage on the property and enhance rain retention, further aiding in recovery efforts on the property, and substantially reducing sediment damage to near-shore species' habitat (including for native waterbirds) and the fringing coral reef.

EXPECTED RESULTS AND BENEFITS

Facilitating the Success of Associated Recovery Plans

The recovery plans for the nēnē, or Hawaiian goose, Hawaiian waterbirds, Hawaiian Dark-Rumped Petrel and Newell's Manx Shearwater, and Hawaiian Forest Birds, are associated with Mapulehu, and the property contains nesting, transitory corridor (*e.g.*, nest to sea), and/or attractant features associated with the nēnē, Hawaiian waterbirds, Newell's shearwater, and Hawaiian forest birds. Also associated is the Recovery Plan for the Hawaiian hoary bat (Hawaii's only native mammal), and the Recovery Plan for the Blackburn's sphinx moth. Multiple plant recovery plans are associated with Mapulehu as well.

Recovery Plans for Plant Species for which Mapulehu Includes Critical Habitat

At least nine USFWS Recovery Plans are associated with plant species found on or near Mapulehu and/or for which there is designated Critical Habitat in Mapulehu: (1) the Molokai Plant Cluster, (2) the Maui Plant Cluster, (3) Four Species of Hawaiian Ferns, (4) Multi-Island Plants, (5) the Lanai Plant Cluster, (6) the Big Island Plant Cluster, (7) Oahu Plants (including Molokai populations), (8) *Gouania hillebrandii* (*Rhamnaceae*), and (9) *Phyllostegia hispida*. Mapulehu contains Critical Habitat for 53 listed Endangered plant species and the Moloka'i Plant Cluster Recovery Plan identifies 7 additional species found near the property.

These recovery plans call for the preservation of existing species, re-establishment of non-present species in their historic ranges, and preserving their habitat, as well as fencing and ungulate control. While ungulates are present in Mapulehu, the steepness of the upper reaches include areas inaccessible to ungulates such that listed species can persevere without the need for management. However, the ability of the rarest plants to persevere likely will require management and the property will be managed to facilitate listed species recovery. Given the prior survey in Mapulehu and more recent surveys in Kalua'aha, as well as significant Critical Habitat in and adjacent to the property, numerous others plants in the recovery plans are likely in and near Mapulehu, thus making it ideal for management for preservation and restoration. Consistent with the recovery plans, fencing, ungulate control, and restorative management in partnership with federal and state agencies, as well as the watershed partnership and PEPP, will provide substantial aid in effecting recovery of species associated with the property.

Hawaiian hoary bat ('ope'ape'a) (*Lasiurus cinereus semotus*)

The endangered Hawaiian hoary bat, Hawaii's official state land mammal and only native terrestrial mammal, likely occurs at Mapulehu based on coastal detections very near the property and modeling. Hawaiian hoary bats feed on a variety of native and non-native night-flying insects, including moths, beetles, crickets, mosquitoes and termites using echolocation (Whitaker and Tomich 1983). Water courses and field edges (*e.g.*, coastlines and forest/pasture boundaries) appear to be important foraging areas. They begin foraging either just before or after sunset depending on the time of year (USFWS 1998; Mitchell et al. 2005). Mapulehu's forest edges

along fields and numerous gulches, as well as the forested areas, provide suitable feeding and roosting habitat to sustain the bats. Acquiring and protecting the property will prevent incompatible uses, *e.g.*, wind farms or activities that generate pesticides or other pollutants. Management of the property could include cooperative efforts with agencies and the private sector to provide a base for research as well as mitigation opportunities arising from excessive incidental take of bats on nearby Maui Island.



Figure 1: *Nēnē* utilizing a Molokaʻi reservoir.

Hawaiian goose (*Branta sandvicensis*)

The Hawaiian goose / nēnē is the only remaining endemic goose in the Hawaiian Islands, nesting from sea level to high elevations across a variety of habitats (USFWS 2004). The Draft Revised Hawaiian Goose Recovery Plan and the State's Comprehensive Wildlife Conservation Strategy recommend identifying and protecting nēnē habitat, restoring and enhancing habitat, and controlling predators. Implementation of the Recovery Plan included the release of 55 captive-bred nēnē on Molokaʻi in 2001. The nearby Kainalu Ranch and Puʻu O Hoku Ranch (both conservation easement projects) are

frequently visited by these birds and their offspring and they also

likely occur at Mapulehu, which provides suitable habitat within their flight range. Mapulehu contains 8 native plant species identified in the Recovery Plan as preferential for nēnē to feed on (*Dubautia scabra*, *Carex wahuensis*, *Leptectophylla tameiameia*, *Vaccinium reticulatum*, *Lythrum maritimum*, *Rubus hawaiiensis*, *Solanum americanum*, and *Pipturus albidus*). Two of them, along with *Metrosideros polymorpha*, *Dodonaea viscosa*, and *Sadleria cyatheoides*, constitute 5 of 7 native plant species identified by the Recovery Plan as favored nesting plants.

Hawaiian stilt (*Himantopus mexicanus knudseni*), Hawaiian coot (*Fulica alai*) and Hawaiian duck (*Anas wylliviana*)

According to the Recovery Plan for Hawaiian Waterbirds, loss of habitat has been the largest contributor to the decline of the Hawaiian Stilt (Aeʻo), the Hawaiian Coot (Alae Keʻokeʻo) and the Hawaiian duck (Koloa maoli), all of which likely occur at least occasionally at Mapulehu. One recovery objective is to create a wetland habitat network for these species. This acquisition will help to achieve this objective by preserving and creating, in perpetuity, additional flight corridors and nesting habitat for these water birds. Reforestation and revegetation of ground cover will reduce erosion and sedimentation, thus protecting necessary near-shore habitat.



Figure 2: *Newell's shearwater.*

Newell's shearwaters (*Puffinus newelli*)

According to the Hawaiian Dark-Rumped Petrel and Newell's Manx Shearwater Recovery Plan, providing sufficient nesting habitat for the Newell's Shearwater is the most challenging element for species recovery. Transitory habitat is also crucial to the life cycle of the Newell's shearwater as it needs corridors between nesting sites and the sea that are free of bright lights (which can disorient fledglings and lead to fall-out and predation). Preferred nesting habitat is mountainous terrain with at least 65 degree slopes, which is common in upper Mapulehu. Moreover, the acquisition will keep this transitory corridor and habitat intact in perpetuity. Finally, acquiring Mapulehu will allow

for placing song meters to further assess seabird activity in and around the north and south sides of the summit of East Moloka'i.

‘Akohekohe (*Palmeria dolei*), ‘Oloma‘o (*Myadestes lanaiensis rutha*), Maui Parrotbill (*Pseudonestor xanthophrys*) and ‘I‘iwi (*Drepanis coccinea*)

The 5 year review for the ‘Akohekohe (2018) identifies the recovery strategy of the species in, among other locations, East Moloka'i is to focus on protection, restoration, and management, which includes fencing and removal of ungulates and rodents. Mapulehu contains Critical Habitat for the ‘Akohekohe, where it could be reintroduced, and management of predators will become much more plausible when the property is protected by MLT, which will not only permit management activities, but will be a willing participant. Critical habitat has also been designated for the Kiwikiu or Maui Parrotbill at Mapulehu. This species is currently restricted to East Maui, but the species' recovery plan calls for establishing an additional population on Moloka'i.

It is unknown whether there are existing populations of Molokai thrush, ‘Oloma‘o. Reported sightings in 2005 and 2015, both around ‘Ōhi‘alele, were not subsequently confirmed.

Recommendations for recovery (or ultimate delisting) include placement of autonomous recording units in, and thorough surveying of, areas of historical populations. Both would be facilitated by this acquisition of Mapulehu.

Mapulehu also contains habitat for the ‘I‘iwi (*Drepanis coccinea*), which is state listed as endangered on Moloka'i and federally-listed as threatened across its range. It is unknown how many individuals currently remain on Moloka'i, though the species was noted from this area in 1998. Surveys of the property for this species would be a high priority action.

Table 1: Listed Species, Recovery Plan / Priority, PEPP

Scientific Name	Type	Occurrence	RPN	Recovery Plan	Status	PEPP?
<i>Adenophorous periens</i>	Plant	CH	11	Final Recovery Plan for Multi-Island Plants (7/10/99) (Multi-Island Plants)	FE, SE	PEP - Extirpated
<i>Alectryon macrococcus</i>	Plant	CH	5	Recovery Plan for the Maui Plant Cluster (Maui Cluster) (7/29/97)	FE, SE	
<i>Asplenium dielerectum</i>	Plant	H, CH	2	Multi-Island Plants	FE, SE	PEP - Extirpated
<i>Anas wyvilliana</i>	Waterbird	L	2	Final Hawaiian Waterbirds Second Revision (10/28/11) (Haw Waterbirds)	FE, SE	
<i>Bidens wiebkei</i>	Plant	CH	2	Final Molokai Plant Cluster (Molokai Cluster) (5/20/98)	FE, SE	
<i>Bonamia menziesii</i>	Plant	CH	5	Multi-Island Plants	FE, SE	
<i>Branta sandvicensis</i>	Waterbird	L	2	Draft Revised Nene	FE, SE	
<i>Brighamia rockii</i>	Plant	CH	2	Molokai Cluster	FE, SE	PEP
<i>Canavalia molokaiensis</i>	Plant	CH	2	Molokai Cluster	FE, SE	
<i>Clermontia oblongifolia</i> ssp. <i>brevipes</i>	Plant	CH	6	Molokai Cluster	FE, SE	PEP
<i>Ctenitis squamigera</i>	Plant	H, CH	8	Final Recovery Plan for Four Species of Hawaiian Ferns (Hawaiian Ferns) (4/10/98)	FE, SE	
<i>Cyanea dunbariae</i>	Plant	CH	N	Molokai II: Addendum to Molokai Plant Cluster (5/20/98)	FE, SE	PEP
<i>Cyanea grimesiana</i> ssp. <i>grimesania</i>	Plant	CH	6	Multi-Island Plants	FE, SE	PEP - Extirpated
<i>Cyanea mannii</i>	Plant	CH	2	Molokai Cluster	FE, SE	
<i>Cyanea munroi</i>	Plant	CH	N	None	FE, SE	PEP - Extirpated?
<i>Cyanea procera</i>	Plant	CH	5	Molokai Cluster	FE, SE	PEP
<i>Cyanea profuga</i>	Plant	H, CH	N	None	FE, SE	PEP
<i>Cyanea solanacea</i>	Plant	H, CH	N	None	FE, SE	PEP
<i>Cyperus fauriei</i>	Plant	CH	14	Big Island Plant Cluster (BIPC) (9/29/96)	FE, SE	
<i>Cyrtandra filipes</i>	Plant	O, CH	N	None	FE, SE	PEP - Extirpated?

<i>Diplazium molokaiense</i>	Plant	H, CH	5	Hawaiian Ferns	FT, SE	PEP - Extirpated
<i>Drepanis coccinea</i>	Forest Bird	H	N	None	FE, SE	
<i>Festuca molokaiensis</i>	Plant	CH	N	None	FE, SE	
<i>Flueggea neowawraea</i>	Plant	CH	5	Multi-Island Plants	FE, SE	PEP - Extirpated
<i>Fulica alai</i>	Waterbird	L	8	Haw Waterbirds	FE, SE	
<i>Gardenia remyi</i>	Plant	O, CH	N	N	FE, SE	
<i>Gouania hillebrandii</i>	Plant	CH	8	Gouania hillebrandii (Rhamnaceae) Recovery Plan (7/16/90)	FE, SE	
<i>Hesperomannia arborescens</i>	Plant	CH	5	Final Oahu Plants (includes Moloka'i population) (8/10/98)	FE, SE	
<i>Hibiscus arnottianus ssp. immaculatus</i>	Plant	CH	3	Molokai Cluster	FE, SE	
<i>Himantopus mexicanus knudseni</i>	Waterbird	L	9	Haw Waterbirds	FE, SE	
<i>Isodendrion pyrifolium</i>	Plant	CH	2C	BIPC	FE, SE	PEP - Extirpated
<i>Joinvillea ascendens subsp. ascendens</i>	Plant	H, CH	N	None	FE, SE	
<i>Kadua laxiflora</i>	Plant	H, CH	5	Molokai Cluster	FE, SE	PEP - Extirpated?
<i>Labordia triflora</i>	Plant	H, CH	5	Molokai Cluster	FE, SE	PEP
<i>Lasiurus cinereus semotus</i>	Bat	L	9	Recovery plan for the Hawaiian hoary bat (1998)	FE, SE	
<i>Lysimachia maxima</i>	Plant	CH	5	Molokai II: Addendum to Molokai Plant Cluster (5/20/98)	FE, SE	PEP
<i>Manduca blackburni</i>	Invertebrate	H	2C	Recovery Plan for Blackburn's sphinx moth (9/28/2005)	FE, SE	
<i>Megalagrion xanthomelas</i>	Invertebrate	H	N	None	FE, SE	
<i>Melicope mucronulata</i>	Plant	CH	5	Maui Cluster	FE, SE	PEP
<i>Melicope munroi</i>	Plant	CH	5	Multi-Island Plants	FE, SE	
<i>Melicope reflexa</i>	Plant	O, CH	8	Molokai Cluster	FE, SE	

<i>Myadestes lanaiensis rutha</i>	Forest Bird	H	5	Hawaiian Forest Birds	FE, SE	
<i>Neraudia sericea</i>	Plant	CH	5	Molokai Cluster	FE, SE	PEP
<i>Palmeria dolei</i>	Forest Bird	H, CH	7	Hawaiian Forest Birds	FE, SE	
<i>Phyllostegia haliakalae</i>	Plant	CH	N	None	FE, SE	PEP - Extirpated
<i>Phyllostegia hispida</i>	Plant	H, CH	5	Recovery Plan for Phyllostegia hispida (7/30/2013)	FE, SE	PEP
<i>Phyllostegia mannii</i>	Plant	H, CH	5	Molokai Cluster	FE, SE	PEP
<i>Phyllostegia pilosa</i>	Plant	CH	N	None	FE, SE	PEP - Extirpated
<i>Phyllostegia stachyoides</i>	Plant	O		None	FE, SE	PEP
<i>Platanthera holochila</i>	Plant	CH	5	Multi-Island Plants	FE, SE	PEP
<i>Pseudonestor xanthophrys</i>	Forest Bird	CH	1	Hawaiian Forest Birds	FE, SE	
<i>Pteris lidgatei</i>	Plant	CH	5	Hawaiian Ferns	FE, SE	PEP
<i>Puffinus newelli</i>	Seabird	L	3	Final Hawaiian Dark Rumped Petrel and Newell's Manx Shearwater	FT, SE	
<i>Santalum haleakalae</i> var. <i>lanaiense</i>	Plant	CH	3	Lanai Plant Cluster Recovery Plan (9/29/1995)	FE, SE	
<i>Schiedea laui</i>	Plant	CH	N	None	FE, SE	PEP
<i>Schiedea lydgatei</i>	Plant	CH	8	Molokai Cluster	FE, SE	
<i>Schiedea nuttallii</i>	Plant	CH	5	Multi-Island Plants	FE, SE	
<i>Schiedea sarmentosa</i>	Plant	CH	8	Molokai II: Addendum to Molokai Plant Cluster (5/20/98)	FE, SE	
<i>Sesbania tomentosa</i>	Plant	CH	8	Multi-Island Plants	FE, SE	
<i>Silene alexandri</i>	Plant	CH	5	Molokai Cluster	FE, SE	PEP
<i>Silene lanceolata</i>	Plant	CH	2	Molokai Cluster	FE, SE	
<i>Spermolepis hawaiiensis</i>	Plant	CH	5	Multi-Island Plants	FE, SE	
<i>Stenogyne bifida</i>	Plant	H, CH	2	Molokai Cluster	FE, SE	PEP
<i>Vigna o-wahuensis</i>	Plant	CH	5	Multi-Island Plants	FE, SE	
<i>Zanthoxylum hawaiiense</i>	Plant	CH	2	BIPC	FE, SE	

H = Historical occurrence

CH = Critical Habitat

O = Occurs on property (records from the last 30 years)

L = Likely to occur on property



Figure 3: *Gardenia remyi* (Listed Endangered species) found in Kalua'aha survey.

Preserving and Restoring Designated USFWS Critical Habitat and Recovery

The USFWS has designated approximately 725 acres of the property as Critical Habitat for 53 endangered plant species. Along with being important for fostering the recovery of the endangered plant species known to occur in Mapulehu and adjacent Kalua'aha, as well as two forest bird species for which Mapulehu includes Critical Habitat, proper management of the designated Critical Habitat (and Mapulehu as a whole) will not only substantially aid in fostering the recovery of the designated species, it will facilitate recovery of the listed bird and plant species found on neighboring properties—especially after landscape level actions such as the Paku'i fenceline construction (also facilitated by the nearby Pua'ahala RLA acquisition) are completed.

Table 2. Benefits to species and quality of project area.

Scientific and Common Name	Benefit	Critical Role (Yes, No)	Requires Little to No Management (Yes, No)	Link / Adjacent to Additional Habitat (Yes, No)
<i>Adenophorus periens</i> (FE)	High- Critical Habitat on property (CH); if extant, restoration efforts will further contribute to recovery	Yes: 6, 12	No	Yes: 4, 17
<i>Alectryon micrococcus</i> (FE)	High-CH	Yes: 6, 12	Yes: 6	Yes: 4,17
<i>Anas wyvilliana</i>	Med – Likely occurs. Potential nesting, transitory corridor (e.g., nest to sea), and attractant features; revegetation will substantially reduce sediment impact on near-shore habitat.	No	Yes: 7	Yes: 3, 7, 17
<i>Asplenium dielirectum</i> (FE)	High-CH and historically occurred.	Yes: 6, 12	No	Yes: 4, 17
<i>Bidens wiebkei</i> (FE)	High-CH	Yes: 6, 12	Yes: 6	Yes: 4,17
<i>Bonamia menziesii</i> (FE)	High-CH	Yes: 6, 12	Yes: 6	Yes: 4, 17
<i>Branta sandvicensis</i> (FE)	Med-High - likely occurs on property; food and nesting plant species on property	No	No	Yes: 3, 7, 17
<i>Brighamia rockii</i> (FE)	High-CH	Yes: 6, 12	No	Yes: 4, 17
<i>Canavalia molokaiensis</i> (FE)	High-CH	Yes: 6, 12	Yes: 6	Yes: 4, 17
<i>Clermontia oblongifolia</i> <i>ssp. brevipes</i> (FE)	High-CH	Yes: 6, 12	No	Yes: 4, 17
<i>Ctenitis squamigera</i> (FE)	High-CH and	Yes: 6, 12	Yes: 6	Yes: 4, 17

	historically occurred.			
<i>Cyanea dunbariae</i> (FE)	High-CH	Yes: 6, 12	No	Yes: 4, 17
<i>Cyanea grimesiana</i> ssp. <i>grimesiana</i> (FE)	High-CH ; occurs within 1-3 miles	Yes: 6, 12	No	Yes: 4, 17
<i>Cyanea mannii</i> (FE)	High-CH ; Occurs in Kalua‘aha	Yes: 6, 12	Yes: 6	Yes: 4, 17
<i>Cyanea munroi</i> (FE)	High-CH	Yes: 6, 12	No	Yes: 4, 17
<i>Cyanea procera</i> (FE)	High-CH	Yes: 6, 12	No	Yes: 4, 17
<i>Cyanea profuga</i> (FE)	High-CH and historically occurred.	Yes: 6, 12	No	Yes: 4, 17
<i>Cyanea solanacea</i> (FE)	High-CH and historic; verified in Kalua‘aha	Yes: 6, 12	No	Yes: 4, 17
<i>Cyperus fauriei</i> (FE)	High-CH	Yes: 6, 12	Yes: 6	Yes: 4, 17
<i>Cyrtandra filipes</i> (FE)	High-CH ; Occurs on property	Yes: 6, 12	Yes: 6	Yes: 4, 17
<i>Diplazium molokaiense</i> (FE)	High-CH	Yes: 6, 12	No	Yes: 4, 17
<i>Drepanis coccinea</i>	High – Historic and sighted on property (1998)	No	No	Yes: 4, 8, 17
<i>Festuca molokaiensis</i> (FE)	High-CH	Yes: 6, 12	Yes: 6	Yes: 4, 17
<i>Flueggea neowawraea</i> (FE)	High-CH	Yes: 6, 12	No	Yes: 4, 17
<i>Fulica alai</i> (FE)	Med- Likely found on property; potential nesting, transit corridor; revegetation will reduce sediment impact on near-shore habitat.	No	No	Yes: 4, 17
<i>Gardenia remyi</i> (FE)	High-CH ; Occurs on property and in Kalua‘aha	Yes: 4-6, 12	Yes: 4-6	Yes: 4, 17
<i>Gouania hillebrandii</i> (FE)	High-CH	Yes: 6, 12	Yes: 6	Yes: 4, 17
<i>Hesperomannia arborescens</i> (FE)	High-CH	Yes: 6, 12	Yes: 6	Yes: 4, 17

<i>Hibiscus arnottianus</i> ssp. <i>immaculatus</i> (FE)	High-CH	Yes: 6, 12	Yes: 6	Yes: 4, 17
<i>Himantopus mexicanus knudseni</i>	Med-Likely occurs; nesting, transitory corridor; revegetation will reduce sediment impact on near-shore habitat.	No	No	Yes: 4, 17
<i>Isodendrium pyrifolium</i> (FE)	High-CH	Yes: 6, 12	No	Yes: 4, 17
<i>Joinvillea ascendens</i> subsp. <i>ascendens</i> (FE)	High-CH and historically occurred.	Yes: 6, 12	Yes: 6	Yes: 4, 17
<i>Kadua laxiflora</i> (FE)	High-CH and historically occurred.	Yes: 6, 12	No	Yes: 4, 17
<i>Labordia triflora</i> (FE)	High-CH , historically occurs, and found within 1-3 mile radius	Yes: 6, 12	No	Yes: 4, 17
<i>Lasurius cinereus semotus</i>	High – Likely occurs, many detections near property; feeding and roosting habitat	No	Yes: 6-7	Yes: 3, 4, 17
<i>Lysimachia maxima</i> (FE)	High-CH	Yes: 6, 12	No	Yes: 4, 17
<i>Manduca blackburni</i> (FE)	Low – historically occurred	No	Yes	Yes: 4, 17
<i>Megalagrion xanthomelas</i> (FE)	Medium-High – historical records; likely still present	Yes: 6, 12	Yes: 6	Yes: 4, 17
<i>Melicope mucronulata</i> (FE)	High-CH	Yes: 6, 12	No	Yes: 4, 17
<i>Melicope munroi</i> (FE)	High-CH	Yes: 6, 12	Yes: 6	Yes: 4, 17
<i>Melicope reflexa</i> (FE)	High-CH ; Occurs on property and in Kalua‘aha;	Yes: 6, 12	Yes: 6	Yes: 4, 17

<i>Myadestes lanaiensis rutha</i> (FE)	Med-Low- Historically occurred.	No	No	Yes: 4, 8, 17
<i>Neraudia sericea</i>	High-CH	Yes: 6, 12	No	Yes: 4, 17
<i>Palmeria dolei</i>	High-CH ; RP calls for establishing population on Molokai.	Yes: 8	No	Yes: 3, 8, 17
<i>Phyllostegia haliakakae</i> (FE)	High-CH	Yes: 6, 12	No	Yes: 4, 17
<i>Phyllostegia hispida</i> (FE)	High-CH and historically occurred.	Yes: 6, 12	No	Yes: 4, 17
<i>Phyllostegia mannii</i> (FE)	High-CH and historically occurred.	Yes: 6, 12	No	Yes: 4, 17
<i>Phyllostegia pilosa</i> (FE)	High-CH	Yes: 6, 12	No	Yes: 4, 17
<i>Phyllostegia stachyoides</i> (FE)	High – Occurs on property	Yes: 6, 12	No	Yes: 4, 17
<i>Platanthera holochila</i> (FE)	High-CH	Yes: 6, 12	No	Yes: 4, 17
<i>Pseudonestor xanthophrys</i> (FE)	High-CH ; RP calls for establishing a population on Molokai.	Yes: 8	No	Yes: 3, 8, 17
<i>Pteris lidgatei</i> (FE)	High-CH	Yes: 6, 12	Yes: 6	Yes: 4, 17
<i>Puffinus auricularis newelli</i> (FT)	Med- Likely occurs; suitable nesting habitat and transit corridors.	Yes: 8	No	Yes: 3, 17
<i>Santalum haleakalae</i> (FE)	High-CH	Yes: 6, 12	Yes: 6	Yes: 4, 17
<i>Schiedea laui</i> (FE)	High-CH	Yes: 6, 12	No	Yes: 4, 17
<i>Schiedea lygatei</i> (FE)	High-CH	Yes: 6, 12	Yes: 6	Yes: 4, 17
<i>Schiedea nuttallii</i> (FE)	High-CH	Yes: 6, 12	Yes: 6	Yes: 4, 17
<i>Schiedea sarmentosa</i> (FE)	High-CH	Yes: 6, 12	Yes: 6	Yes: 4, 17
<i>Sesbania tomentosa</i> (FE)	High-CH	Yes: 6, 12	Yes: 6	Yes: 4, 17
<i>Silene alexandri</i> (FE)	High-CH	Yes: 6, 12	No	Yes: 4, 17
<i>Silene lanceolata</i> (FE)	High-CH	Yes: 6, 12	Yes: 6	Yes: 4, 17
<i>Spermolepis hawaiiensis</i> (FE)	High-CH	Yes: 6, 12	Yes: 6	Yes: 4, 17
<i>Stenogyne bifida</i> (FE)	High-CH ; Historical	Yes: 6, 12	No	Yes: 4, 17

	occurrence and found within 1-3 mile radius			
<i>Vigna o-wahuensis</i> (FE)	High-CH	Yes: 6, 12	Yes: 6	Yes: 4, 17
<i>Zanthoxylum hawaiiense</i> (FE)	High-CH	Yes: 6, 12	Yes: 6	Yes: 4, 17

Climate change adaptation. Because Mapulehu extends from near sea level (and near the sea) to above 3,488 feet, it will provide diverse environments and multiple micro-habitats to accommodate species that adapt to climate change by moving upland to cooler, wetter areas. Climate change is expected to result in increased precipitation intensity, which will increase turbid runoff from Mapulehu Stream and other steep gulches, and worsen erosion detrimental to the near-shore ecosystem and fringing reef below. Reforestation, revegetation, and increased groundcover of the property will increase infiltration of rainwater and slow the speed of runoff. These benefits are further enhanced because the property spans the entire width of the upper and lower valley and is contiguous with other listed and rare native species habitat, contributing to landscape-level protection necessary for such adaptation.

Habitat connectivity. As a valuable addition to a conservation network covering nearly 30,600 acres of contiguous lands, the Mapulehu acquisition will complement conservation efforts at the Moloka‘i Forest Reserve, State Natural Area Reserves, East Moloka‘i Watershed Partnership, The Nature Conservancy Preserves, MLT conservation lands, the Pu‘u O Hoku Ranch/HILT conservation easements, and the Pua‘ahala Watershed Recovery Land Acquisition. Through a collaborative network of conservation partnerships, restoration and preservation efforts will transcend ownership boundaries, creating tangible results at large and meaningful scales.



APPROACH

1. Acquire the Mapulehu Property

The initial objective is to acquire the Mapulehu property, which will result in the perpetual protection of Mapulehu from incompatible development or other land use change detrimental to native species recovery. Restrictions on non-sustainable activities will preserve the habitat of many of the listed plants and animals that can be found in this watershed. The agricultural lands

at the lower elevations of Mapulehu will act as a buffer for the mountain conservation-zoned lands, and will be managed to promote native species habitat and compatible agricultural uses so as to bolster the efficacy of overall restoration and recovery efforts. Once the property is secured, planning and execution of fencing and restoration efforts throughout the property will be closely coordinated by well-established conservation organizations including the East Molokaʻi Watershed Partnership, the Molokai Land Trust (MLT), PEPP, and the Molokaʻi Maui Invasive Species Committee (MoMISC) working with government and nongovernmental partners.

2. Invasive Species Control and Native Habitat Restoration

By 2021, the East Molokaʻi Watershed Partnership (EMoWP) will complete the Pakuʻi fencing unit, which will reach the border of Mapulehu. Following that, fencing is planned to span across the conservation line at Mapulehu itself. Fencing will be followed by control of ungulates and eradication of invasive plant species by EMoWP in conjunction with MLT and MoMISC. EMoWP is currently in the process of hiring 4 new field personnel who will be an integral component with management activities within the upper watershed and new fencing unit following the completion of the Pakuʻi Unit. MoMISC specializes in monitoring and eradicating targeted invasive plants. MLT is a member of MoMISC, and currently provides staff time and materials as necessary to assist in eradicating targeted species. MLT will also work with partners to manage lower Mapulehu including through re-establishing orchard lands to ensure they remain free of incompatible tree and shrub species through best practices.

MLT will work with partners to increase the habitat and viability of endangered plant species populations in Mapulehu and to preserve and expand native bird habitat, including native plants favored by the nēnē already on the property. MLT's Executive Director holds a Hawaiʻi State P-140 Permit for collecting, propagating, and outplanting threatened and endangered species for work MLT conducts on its managed lands. It is expected that restoration with native plant species will furthermore improve critical habitat for the endangered native birds found on or near Mapulehu, attracting those species and fostering their recovery.

3. About the Molokai Land Trust

The Molokai Land Trust (MLT), a proven leader in conservation efforts on Molokaʻi, will hold title and steward the Mapulehu with oversight provided by the DLNR. MLT currently manages three large biological preserves and holds title to two of them. The Mokio Preserve, a 1,718 acre parcel in West Molokaʻi that MLT owns, contains five miles of rugged shoreline. Native species restoration and archeological surveys are ongoing through partnerships with federal agencies, USFWS Coastal Program, USDA NRCS, American Bird Conservancy, The Nature Conservancy (TNC), and community organizations and volunteers. Special flood tables are utilized for propagation of wetland species found in the preserve's unique seasonal wetland.

The 921 acre Moʻomomi Preserve, which MLT stewards under contract with TNC, includes trade wind-carved dunes a mile long and hundreds of feet wide that harbor more than 22 native Hawaiian plant species—four of which are rare or endangered—as well as green sea turtles and native shorebirds (*e.g.*, the ʻiwa), with Hawaiian owls (pueo) flying overhead. The 196.4 acre Kawaikapu (“sacred water”) Preserve, which MLT owns and manages, contains a perennial stream and remnant native forest cover, and is slated for conversion to native forest with help from the community. The valley contains an extensive loʻi kalo (taro) complex, with sites scattered throughout the lower watershed.



Figure 5: *MLT's Anapuka Dune Restoration Project on its Mokio Preserve is one of the largest dune restoration projects of its kind in the State.*

To maximize restoration efficiency and results, MLT built, maintains, and operates a native plant nursery, which contains approximately 50 species grown from seed collected across Moloka'i, including nine permitted T&E species genera: *Sesbania*, *Tetramolopium*, *Solanum*, *Canavalia*, *Marsillea*, *Schiedea*, *Hibiscus*, *Pritchardia*, and *Cyperus*. MLT's nursery also produces more common native species for their importance in increasing or maintaining local genetic make-up. Surrounding the nursery is an 18-year old native plant restoration project that serves as a local gene pool and safe harbor for many listed species (and more common species that are rare on-island), which also serves as a seed source for MLT restoration projects as well as for groups and individuals working on habitat restoration projects on private lands.

MLT will bring its experience working in the office and on the ground with government and non-governmental partners, as well as community organizations and members, to foster restoration and preservation within the Mapulehu ahupua'a in a manner respectful of Mapulehu Valley and its historical and cultural importance.

Timeline

This project could close within a year after funding. A proposal for \$1,200,000 will be submitted to the Hawaii Legacy Land Conservation Program in July 2019 and concurrently to the Maui Open Space Fund for \$1,000,000. The landowner is a willing seller, and will consider an option agreement once funding starts being secured. A preliminary title report is on order and a restricted use appraisal is pending (a UASFLA appraisal will be conducted later).

LOCATION

The Mapulehu property includes two parcels in East Moloka‘i Island, Maui County, HI, totaling 1,819 acres. TMK: (2) 5-7-005:002; 665.993 acres in the State Agricultural Land Use District, and TMK (2) 5-7-005:027; 1,159 acres in the State Conservation Land Use District, extending from approximately 200 yards from the ocean to the summit of East Moloka‘i at over 3,488 feet.

ESTIMATED COSTS

The cost of this fee acquisition is estimated at \$4,000,000 based on the listing price of \$3,999,999, and comparisons with the appraised values at adjacent Kalua‘aha Valley.

<i>Funding Source</i>	<i>Amount</i>	<i>Type</i>	<i>Status</i>
USFWS RLA	\$1,800,000	Federal	This proposal
Hawaii Legacy Land Conservation Program	\$1,200,000	State	Applying July 2019
Maui Clean Water Fund	\$ 1,000,000	County	Rolling; currently initiating
Total	\$4,000,000		

Partners & Cooperators: Hawai‘i Department of Land and Natural Resources; Moloka‘i Land Trust; East Moloka‘i Watershed Partnership; Hawai‘i Plant Extinction Prevention Program; Moloka‘i Maui Invasive Species Committee; The Trust for Public Land.

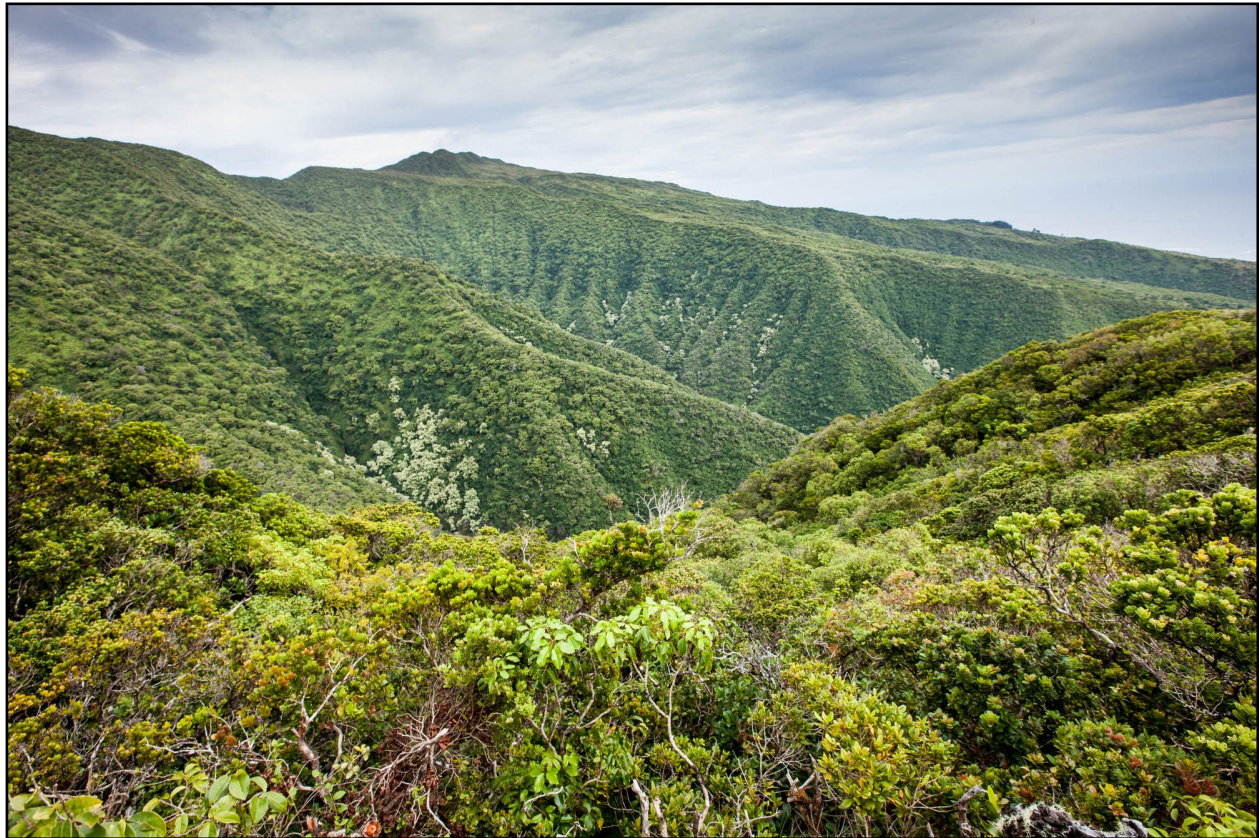


Figure 6: *Upper Mapulehu Valley.*