III. PURPOSE AND NEED

This MOU is intended to ensure that, for its duration, FWS will have reasonable access across Lots 50A and 50B to Tract 1c for administrative purposes only, and that PRLF will have reasonable access from Lots 50A and 50B to the 80-meter portion of the road that is located on Tract 1c. This MOU is not intended to address disputes of real property ownership or rights of access under applicable law, including the above-referenced disagreements, general public access, or long-term questions about the use and disposition of the Observation Point. The parties intend to attempt to resolve these disputes under applicable law and through established planning processes. Nothing in this MOU, including the fact of its execution, constitutes an admission or denial by either FWS or PRLF as to any claims they may have with regard to such disputes.

IV. RIGHTS AND RESPONSIBILITIES OF THE PARTIES

A. FWS WILL:

1. Allow PRLF representatives to the road through Tract 1c in such a way that will cause no harm to the natural resources and structures of the refuge.
2. Subject to available funding, maintain in its present condition the portion of the road that crosses Tract 1c. FWS will consider requests from PRLF to maintain the portion of the road that crosses Lot 50A. In responding to such requests, FWS will consider, among other things, available funding and the extent that such maintenance facilitates FWS access to Tract 1c. If such maintenance requires FWS funds, a separate funding agreement may be necessary.
3. Monitor and respond to any threat of fire or other emergencies on or from Tract 1c through the use of FWS resources or those of partner agencies.
4. Provide physical security (fence, gate, signs) and law enforcement patrol of the portions of Tract 1c that are currently closed to the public (the fence compound where the Observation Point buildings are located) to minimize illegal activities in those areas.

B. PRLF WILL:

1. Allow FWS representatives to use the road through Lot 50A for any FWS related business. FWS will inform PRLF either before or in a timely manner after each time FWS uses the road.
2. Subject to available funding, maintain in its present condition the portion of the road that crosses Lot 50A.

V. TERM OF AGREEMENT

This MOU shall remain in effect beginning on the date it has been executed by both parties below until December 31, 2008, unless terminated earlier under Article VI. No later than ninety (90) days before the scheduled expiration dates, the parties will contact each other to discuss renewing the MOU. The MOU may be renewed as many times as necessary to carry out the purposes of the parties in entering hereinto.

VI. MODIFICATION AND TERMINATION

A. Nothing in this MOU shall prevent the parties from renegotiating its terms to reallocate the rights and responsibilities, and at any time either party may contact the other to request a review of its contents or recommend modifications. However, any modification to the MOU shall require written agreement of both parties.

B. Either party may terminate this MOU for any reason by providing the other party with thirty (30) days advance written notice. Before terminating the MOU, the parties will meet promptly to discuss the reasons for the notice and to try to resolve their differences.

VII. COORDINATION

To ensure consistent and effective communication, each party will designate representatives to serve as points of contact on all matters relating to this MOU. Each party will advise the other, in writing, of any changes in the names or contact information of the designated representatives. The designated representatives are:

<u>FWS</u>
Jon Costello
Refuge Officer, Culebra NWR
P.O. Box 190
Culebra, Puerto Rico 00775

Tel. 787/742-0115
<u>Jon_Costello@fws.gov</u>

<u>PRLF</u>
Victor Luis Gonzalez
Manager, PRLF, SE
PO Box 363794
San Juan,
Puerto Rico 00936-3794
Tel. 787 376 9705
<u>victorluisgonzalez@yahoo.com</u>

VIII. LIABILITY

The parties accept responsibility for any property damage, injury, or death caused by the acts or omissions of their respective employees or representatives, acting within the scope of their employment, connected with this MOU, to the extent permitted by law. PRLF agrees to indemnify, save and hold harmless, and defend FWS against any and all fines, claims, damages, losses,

judgments, and expenses arising from, any acts or omissions of PRLF or its employees or representatives connected to this MOU. This obligation shall survive the termination of this MOU.

IX. FUNDING

Nothing in this MOU requires the payment of funds from one party to the other, nor shall it obligate FWS to expend any funds in excess of any appropriations authorized by law.

X. STANDARD CLAUSES

A. CIVIL RIGHTS: During the performance of this MOU, the parties will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

B. PROMOTIONS: PRLF will not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, still and motion pictures, articles, manuscripts, or other publications) which states or implies endorsement of the United States government, the Department of the Interior, FWS, or any of its employees of a product, service, or position which the PRLF represents. No release of information relating to this MOU may state or imply that the Government approves of the PRLF work product or considers such work product to be superior to other products or services.

Agreed to and Accepted by:

Date 5/8/07

Sam D. Hamilton
Southeast Regional Director
U.S. Fish and Wildlife Service

Date 5/15/07

Victor L. Gonzalez
Manager, Puerto Rico Land and Fruit Company

EXHIBIT VI

DEPARTAMENTO DE RECURSOS NATURALES Y AMBIENTALES

VICTOR LUIS GONZALEZ / PUERTO RICO LAND AND FRUIT, SE

----------ACUERDO----------

DE UNA PARTE: El Departamento de Recursos Naturales y Ambientales del Estado Libre Asociado de Puerto Rico (en adelante EL DEPARTAMENTO), seguro social patronal número 660001-007, representado en este acto por su Secretario, Javier Vélez Arocho, mayor de edad, biólogo y vecino de Lares, Puerto Rico, (en adelante EL SECRETARIO).----------

---

DE LA OTRA PARTE: Víctor Luis González, dasónomo, casado, vecino de San Juan, Puerto Rico, seguro social número [redacted]3391, por sí y por *Puerto Rico Land & Fruit, SE*.----------

---

----------EXPONEN----------

PRIMERO: El Secretario, al amparo de las disposiciones de la Ley Orgánica del Departamento de Recursos Naturales *y* Ambientales, Ley Núm. 23 del 20 de junio de 1972, según enmendada, está facultado para establecer convenios o acuerdos necesarios y convenientes a los fines de alcanzar los objetivos del Departamento y sus programas.----

---

SEGUNDO: Que el Sr. Víctor Luis González ha levantado un muro dentro de su propiedad.----------

---

TERCERO: El Departamento y el Sr. González reconocen la importancia de garantizar el libre flujo peatonal a la Playa de Flamenco, siempre y cuando se proteja el medioambiente y se cumpla con todas las normas aplicables.----------

---

OFICINA
JUL 13 2005
SECRETARIA ADMINISTRATIVA

----A tenor con lo anterior, el Departamento y Víctor Luis González acuerdan:----------

---

----------ACUERDAN----------

1. Que el acceso vehicular general a la Playa de Flamenco es y continúa siendo por la carretera pavimentada 251 que conduce al portón principal del Balneario.--------

   ---

2. Que el acceso a la Playa de Resaca es a través de un sendero en la colindancia oeste del Bosque del Monte Resaca.----------

   ---

3. Que la Playa de Flamenco, la Laguna de Flamenco, los sectores de Punta Flamenco y Monte Resaca y la Playa de Resaca son de gran valor ecológico y han sido destinados desde la colonización de Culebra para la conservación.----------

   ---

4. Que la propiedad del Sr. Víctor González, o la corporación de la cual es socio gestor, *Puerto Rico Land and Fruit, SE*, (PRLF) están contiguas a estos terrenos de gran valor ecológico.----------

   ---

5. Que el Sr. Víctor González desea garantizar el uso y disfrute de las propiedades del Departamento y del *Fish & Wildlife Service* (FWS) por el público en general y proveerle a los investigadores y vigilantes del Departamento y del FWS mejor acceso a las propiedades del Departamento y del FWS que colindan con las del Sr. Víctor González o PRLF. Asimismo, el Sr. Víctor González se compromete a otorgarle al Departamento asistencia y cooperación para la realización labores oficiales tales como vigilancia y atención de emergencias.----------

   ---

6. Que el Sr. Víctor González garantizará el acceso peatonal, libremente, a través de de todo el camino que atraviesa su propiedad a toda persona que interese ir a la Playa Flamenco, en estricto cumplimiento con las disposiciones del Reglamento del Balneario de la Playa Flamenco, según adoptado por el Departamento. En este sentido, el Sr. Víctor González se obliga a expandir la apertura central del muro sito en el camino que atraviesa su propiedad al menos 12 pulgadas

adicionales.----------

---

7. Que el Sr. Víctor González permitirá que se incorpore dicho camino al Balneario de Flamenco.----------

---

8. Que el Sr. Víctor González podrá sembrar con especies nativas la franja de terreno entre el camino y la Laguna de Flamenco al igual que la franja que bordea el camino en el lado del monte, siempre garantizando el cumplimiento con todas las leyes y reglamentación vigente.----------

---

9. Que el Sr. Víctor González podrá construir torres de observación de aves al borde de dicho camino de tierra, siempre garantizando el cumplimiento con todas las leyes y reglamentación vigente.----------

---

10. Que el Sr. Víctor González interesa establecer un sendero interpretativo peatonal desde el borde de su finca con la Playa de Flamenco, paralelo a la colindancia del lote 90 y hasta lo más cerca posible de la Playa de Resaca. Este sendero peatonal se plantará con especies nativas. Tanto en la ladera oeste como en la ladera este se construirá miradores para permitir al público disfrutar los paisajes de la Playa de Flamenco y de la Playa de Resaca, siempre garantizando el cumplimiento con todas las leyes y reglamentación vigente.----------

---

11. Que las partes entran en este Acuerdo libre y voluntariamente.----------

---

12. Que la nulidad determinada de alguna o cualquiera de las cláusulas de este Acuerdo no invalidará ni anulará el resto del mismo.----------

---

13. Este acuerdo no altera el estado de derecho vigente.----------

---

---En testimonio de la cual, las partes suscriben este Acuerdo en San Juan, Puerto Rico, hoy __ de octubre de 2005.

Javier Vélez Arocho
Secretario
Departamento de Recursos Naturales
y Ambientales
Apartado 9066600
Puerta de Tierra Station
San Juan, P.R. 00906-6600

Víctor Luis González/
Puerto Rico Land and Fruit, SE

JUL 13 2006