

STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
Land Division  
Honolulu, Hawaii 96813

June 26, 2015

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

Kauai

Cancellation of Revocable Permit No. S-7766 to Antone Reis and Lorraine Reis and Request for Waiver of Level One (1) Hazardous Waste Evaluation Requirement, Wailua Rice and Kula Lots, Wailua, Lihue, Puna, Kauai, Tax Map Key: (4) 3-9-003:005 and 010.

PURPOSE:

Cancellation of Revocable Permit No. S-7766 to Antone Reis and Lorraine Reis and Waiver of Level One (1) Hazardous Waste Evaluation Requirement.

LEGAL REFERENCE:

Sections 171-55, Hawaii Revised Statutes, as amended.

LOCATION:

Portion of Government lands of Lihue situated at por. Wailua Rice and Kula Lots, Wailua, Lihue, Puna, Kauai, identified by Tax Map Key: (4) 3-9-003:005 and 010, as shown on the attached map labeled Exhibit A.

AREA:

- (4) 3-9-003:005 – 00.83 acres, more or less.
- (4) 3-9-003:010 – 13.00 acres, more or less.

ZONING:

State Land Use District:	Conservation (Protective Subzone)
County of Kauai CZO:	N/A

TRUST LAND STATUS:

Section 5(b) lands of the Hawaii Admission Act

DHHL 30% entitlement lands pursuant to the Hawaii State Constitution: NO

CURRENT USE STATUS:

Revocable Permit No. S-7766

CHARACTER OF USE:

Pasture purposes.

COMMENCEMENT DATE:

September 1, 2011.

MONTHLY RENTAL:

\$40.00 per month.

REMARKS:

On September 1, 2005, Revocable Permit No. S-7413 was issued to Antone Reis and Lorraine Reis for pasture purposes on portion of Wailua Rice and Kula Lots, Wailua, Lihue, Puna, Kauai, Tax Map Keys: (4) 3-9-003:005 and 010.

In 2009, Land Division, with the assistance of the Department of the Attorney General, revised its revocable permit template. As a result, Revocable Permit No. S-7413 was cancelled and a new revocable permit was prepared.

Revocable Permit No. S-7766 was issued to Antone Reis and Lorraine Reis effective September 1, 2011, for pasture purposes. Included in the terms of this agreement was a requirement for execution of a Level One (1) Hazardous Waste Evaluation and complete abatement and disposal (if necessary) prior to termination of the subject permit under section B – additional conditions no. 14. See Exhibit B.

By letter dated April 17, 2015 the Kauai District Land office received a request from Mr. Reis to terminate Revocable Permit No. S-7766, labeled Exhibit 'C'. Staff notified the tenant of condition no. 14 requiring the waste evaluation. Mr. Reis expressed his concerns that due to economic constraints, he would not be able to afford the extremely high cost to conduct a Level One (1) Evaluation and also stated that the property has only been used for pasture purposes and at no time was there any use of heavy equipment or chemicals on the property.

A final inspection of the property was conducted on May 15, 2015 at which time the premises was found to be clean with no trash, abandoned property, derelict equipment or signs of oil stains on the ground. Refer to Exhibit 'D', inspection report.

Therefore, based on the pasture character of use in the revocable permit, the statements of the permittee, and findings at the time of the final inspection, staff agrees that the Level One (1) Hazard Waste Evaluation should be waived. Staff is also requesting the cancellation of the Permit effective April 30, 2015, which is the date of Mr. Reis' termination request.

RECOMMENDATION: That the Board:

1. Authorize the cancellation of Revocable Permit No. S-7766 per the request of the permittee in the manner specified by law;
2. Authorize the retention of all sums heretofore paid or pledged under Revocable Permit No. S-7766 to be applied to any past due amounts;
3. Terminate the permit and all rights of Permittee and all obligations of the Permittee effective as of April 30, 2015, provided that any and all obligations of the Permittee which have accrued up to said effective date or which are stated in the permit to survive cancellation shall endure past such cancellation date until duly fulfilled, and further provided that Permitter reserves all other rights and claims allowed by law;
4. Authorize the Department of Attorney General, the Department of Land and Natural Resources, or their agents to collect all monies due the State of Hawaii under Revocable Permit No. S-7766 and to pursue all other rights and remedies as appropriate; and
5. Waive requirement for a Level One (1) Hazardous Waste Evaluation.

Respectfully Submitted,

  
\_\_\_\_\_  
Marvin Mikasa  
District Land Agent

APPROVED FOR SUBMITTAL:

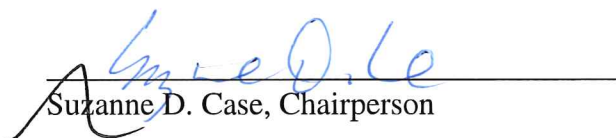
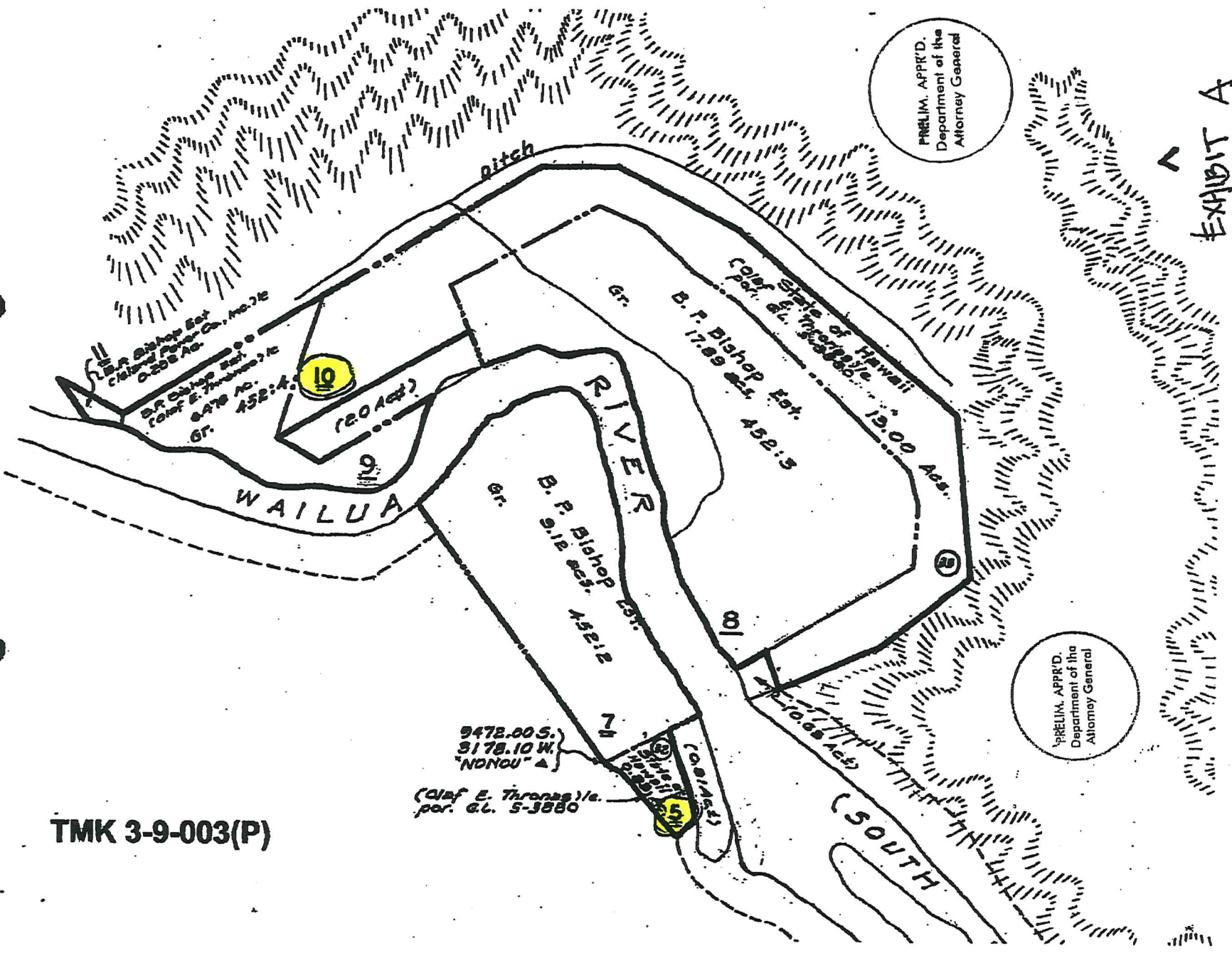
  
\_\_\_\_\_  
Suzanne D. Case, Chairperson

EXHIBIT A

PRELIM. APPR'D.  
Department of the  
Attorney General

PRELIM. APPR'D.  
Department of the  
Attorney General

TMK 3-9-003(P)



9478.00 S.  
3178.10 W.  
"NONOU" A  
(Claf E. Thomas) / e.  
por. G.L. 5-3880

B.P. Bishop Est.  
Claf E. Thomas) / e.  
0-208 Ac.  
B.P. Bishop Est.  
Claf E. Thomas) / e.  
0-208 Ac.  
Gr. 452:4.

State of Hawaii  
Claf E. Thomas) / e.  
19.00 Ac.

B.P. Bishop Est.  
9.12 acs.  
452:2

B.P. Bishop Est.  
17.89 acs.  
452:5

SOUTH

STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
LAND DIVISION

REVOCABLE PERMIT NO. S-7766

KNOW ALL MEN BY THESE PRESENTS:

This Agreement (hereinafter referred to as the "Permit") is executed this 31<sup>st</sup> day of August, 2011, by and between the STATE OF HAWAII, hereinafter referred to as the "State," by its Board of Land and Natural Resources, hereinafter called the "Board," and ANTONE REIS and LORRAINE REIS, married, as joint tenants, hereinafter called the "Permittee," whose mailing address is Kealia, Hawaii 96751. The parties agree that commencing on the 1<sup>st</sup> day of September, 2011, ("commencement date"), Permittee is permitted to enter and occupy, on a month-to-month basis only, pursuant to section 171-55, Hawaii Revised Statutes, that certain parcel of public land (and any improvements located thereupon) situate at Lots 32 and 33, Wailua Rice and Kula Lots, Wailua, Lihue, Puna, Kauai, Hawaii, tax map key nos. (4) 3-9-003:005 and 010, as indicated on the map attached hereto, if any, and made a part hereof, containing an approximate total area of 13.83 acres, more or less, which parcels are hereinafter referred to as the "Premises."

THIS PERMIT IS GRANTED UNDER THE FOLLOWING CONDITIONS:

A. The Permittee shall:

1. Occupy and use the Premises for the following specified purposes only: pasture purposes.
2. Pay, at the Department of Land and Natural Resources Fiscal Office, P.O. Box 621, Honolulu, Hawai'i 96809, monthly rent in the sum of FORTY AND NO/100 DOLLARS (\$40.00) payable in advance by the first of each and every month.

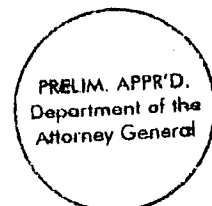
The interest rate on any unpaid or delinquent rentals shall be at one per cent (1%) per month.

If monthly rent is not received at the above address on or before the first day of the month for which it is due, then a service charge of FIFTY AND NO/100 DOLLARS (\$50.00) a month for each delinquent payment shall be assessed and payable. The service charge is in addition to interest on unpaid or delinquent rentals. Interest shall not accrue on the service charge.

425804\_1.DOC

-1-

**EXHIBIT "B"**



MB  
8-9-11

Payment of such service charge shall not excuse or cure any default by Permittee under this Permit.

3. Upon execution of this Permit, deposit with the Board an amount equal to two times the monthly rental stated above in paragraph 2, as security for the faithful performance of all of these terms and conditions.  
The deposit will be returned to the Permittee upon termination or revocation of this Permit, if and only if all of the terms and conditions of this Permit have been observed and performed to the satisfaction of an authorized representative of the Department of Land and Natural Resources ("DLNR"). Otherwise, the deposit may, at the option of an authorized representative of the DLNR be applied toward payment of any amounts owed hereunder, without waiving any of the Board's other rights hereunder.
4. At the Permittee's own cost and expense, keep any government-owned improvements located on the Premises insured against loss by fire and other hazards, casualties, and contingencies, for the full insurable value of those improvements. The policies shall name the State of Hawaii as an additional insured and loss payee and shall be filed with the DLNR. In the event of loss, damage, or destruction of those improvements, the DLNR shall retain from the proceeds of the policies those amounts it deems necessary to cover the loss, damage, or destruction of the government-owned improvements and the balance of those proceeds, if any, shall be delivered to the Permittee.
5. Give the Board twenty-five (25) calendar days notice, in writing, before vacating the Premises.
6. Pay all real property taxes assessed against the Premises from the commencement date of this Permit.
7. At its own cost and expense, observe, perform and comply with all laws, ordinances, rules and regulations of all governmental authorities now or at any future time during the term of this Permit applicable to the Premises, including, without limiting the generality of the foregoing, the Americans with Disabilities Act of 1990 and all regulations promulgated with respect thereto, as well as any other laws, ordinances, rules and regulations imposing any requirements that the Premises be made accessible to persons with disabilities; and, indemnify the State of Hawaii against all actions, suits, damages and claims by whomsoever brought or made by reason of the nonobservance or nonperformance of any of said laws, ordinances, rules and regulations or of this covenant.

8. Repair and maintain all buildings or other improvements now or hereafter on the Premises.
9. Obtain the prior written consent of the Board before making any major improvements.
10. Keep the Premises and improvements in a clean, sanitary, and orderly condition.
11. Pay all charges, assessments, or payments for water, other utilities, and the collection of garbage as may be levied, charged, or be payable with respect to the Premises.
12. Not make, permit, or suffer, any waste, strip, spoil, nuisance or unlawful, improper, or offensive use of the Premises.
13. At all times with respect to the Premises, use due care for public safety.
14. Procure and maintain, at its own cost and expense, in full force and effect throughout the term of this Permit, comprehensive general liability insurance, or its equivalent, with an insurance company or companies licensed or authorized to do business in the State of Hawaii with an AM Best rating of not less than "A-" or other comparable and equivalent industry rating, in an amount of at least \$1,000,000.00 for each occurrence and \$2,000,000.00 aggregate, and with coverage terms acceptable to the Chairperson of the Board. The policy or policies of insurance shall name the State of Hawaii as an additional insured and a copy shall be filed with the DLNR. The insurance shall cover the entire Premises, including all buildings, improvements, and grounds and all roadways or sidewalks on or adjacent to the Premises in the use or control of the Permittee.

Prior to entry and use of the Premises or within fifteen (15) days after the commencement date of this Permit, whichever is sooner, furnish the State with a certificate(s) showing the policy(s) to be initially in force, keep the certificate(s) on deposit during the entire Permit term, and furnish a like certificate(s) upon each renewal of the policy(s). This insurance shall not be cancelled, limited in scope of coverage, or nonrenewed until after thirty (30) days written notice has been given to the State. The State may at any time require the Permittee to provide the State with copies of the insurance policy(s) that are or were in effect during the permit period.

The State shall retain the right at any time to review the coverage, form, and amount of the insurance required by this Permit. If, in the opinion of the State, the insurance provisions in this Permit do not provide adequate protection for the State, the State may require Permittee to obtain

insurance sufficient in coverage, form, and amount to provide adequate protection. The State's requirements shall be reasonable but shall be designed to assure protection for and against the kind and extent of the risks which exist at the time a change in insurance is required. The State shall notify Permittee in writing of changes in the insurance requirements and Permittee shall deposit copies of acceptable insurance policy(s) or certificate(s) thereof, with the State incorporating the changes within thirty (30) days after receipt of the notice.

The procuring of the required policy(s) of insurance shall not be construed to limit Permittee's liability under this Permit nor to release or relieve the Permittee of the indemnification provisions and requirements of this Permit. Notwithstanding the policy(s) of insurance, Permittee shall be obligated for the full and total amount of any damage, injury, or loss caused by Permittee's negligence or neglect connected with this Permit. It is agreed that any insurance maintained by the State will apply in excess of, and not contribute with, insurance provided by Permittee's policy.

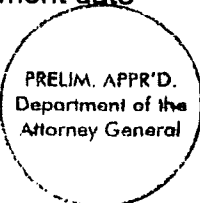
The insurance certificate(s) shall be mailed to:

State of Hawaii  
Department of Land and Natural Resources  
Land Division  
Box 621  
Honolulu, Hawaii 96809

15. In case the State shall, without any fault on its part, be made a party to any litigation commenced by or against the Permittee (other than condemnation proceedings), the Permittee shall pay all costs, including reasonable attorney's fees, and expenses incurred by or imposed on the State.
16. The Permittee shall pay all costs, including reasonable attorney's fees, and expenses which may be incurred by or paid by the State in enforcing the covenants and agreements of this Permit, in recovering possession of the Premises, or in the collection of delinquent rental, taxes, and any and all other charges.

**B. Additional Conditions:**

1. This Permit is issued and effective on a month-to-month basis. The Permit shall automatically terminate one year from the commencement date, unless earlier revoked as provided below, provided further that the Board may allow the Permit to continue on a month-to-month basis for additional one year periods. Any such extension shall have the same terms and conditions as this Permit, except for the commencement date



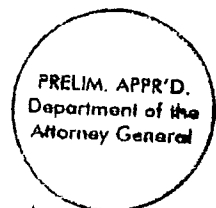


and any amendments to the terms, as reflected in the Board minutes of the meeting at which the Board acts. Permittee agrees to be bound by the terms and conditions of this Permit and any amendments to this Permit so long as Permittee continues to hold a permit for the Premises or continues to occupy or use the Premises.

2. The Board may revoke this Permit for any reason whatsoever, upon written notice to the Permittee at least thirty (30) calendar days prior to the revocation; provided, however, that in the event payment of rental is delinquent for a period of ten (10) calendar days or more, this Permit may be revoked upon written notice to the Permittee at least five (5) calendar days prior to the revocation.
3. If the Permittee fails to vacate the Premises upon revocation or termination of the Permit, the Permittee shall be liable for and shall pay the previously applicable monthly rent, computed and prorated on a daily basis, for each day the Permittee remains in possession.
4. If the Permittee fails to vacate the Premises upon revocation or termination of the Permit, the Board, by its agents, or representatives, may enter upon the Premises, without notice, and at Permittee's cost and expense remove and dispose of all vehicles, equipment, materials, or any personal property remaining on the Premises, and the Permittee agrees to pay for all costs and expenses of removal, disposition, or storage.
5. The Board may at any time increase or decrease the monthly rental by written notice at least thirty (30) business days prior to the date of change of rent. Upon such notice, the Permittee shall deposit with the Board any additional monies required to maintain an amount equal to two times the new monthly rental as security for the faithful performance of all of these terms and conditions.
6. Any major improvements, including but not limited to buildings and fences, erected on or moved onto the Premises by the Permittee shall remain the property of the Permittee and the Permittee shall have the right, prior to the termination or revocation of this Permit, or within an additional period the Board in its discretion may allow, to remove the improvements from the Premises; provided, however, that in the event the Permittee shall fail to remove the improvements prior to the termination or revocation of this Permit or within an additional period the Board in its discretion may allow, the Board may, in its sole discretion, elect to retain the improvements or may remove the same and charge the cost of removal and storage, if any, to the Permittee.
7. The Board reserves the right for its agents or representatives to enter or cross any portion of the Premises at any time.

8. This Permit or any rights hereunder shall not be sold, assigned, conveyed, leased, mortgaged, or otherwise transferred or disposed of.
9. Permittee has inspected the Premises and knows the conditions thereof and fully assumes all risks incident to its use.
10. The acceptance of rent by the Board shall not be deemed a waiver of any breach by the Permittee of any term, covenant, or condition of this Permit nor of the Board's right to declare and enforce a forfeiture for any breach, and the failure of the Board to insist upon strict performance of any term, covenant, or condition, or to exercise any option herein conferred, in any one or more instances, shall not be construed as a waiver or relinquishment of any term, covenant, condition, or option of this Permit.
11. The use and enjoyment of the Premises shall not be in support of any policy which discriminates upon any basis or in any manner that is prohibited by any applicable federal, state, or county law.
12. Any and all disputes or questions arising under this Permit shall be referred to the Chairperson of the Board and his determination of these disputes or questions shall be final and binding on the parties.
13. Permittee shall not cause or permit the escape, disposal, or release of any hazardous materials except as permitted by law. Permittee shall not allow the storage or use of such materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such materials, nor allow to be brought onto the Premises any such materials except to use in the ordinary course of Permittee's business, and then only after written notice is given to the Board of the identity of such materials and upon the Board's consent, which consent may be withheld at the Board's sole and absolute discretion. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of hazardous materials by Permittee, then the Permittee shall be responsible for the costs thereof. In addition, Permittee shall execute affidavits, representations and the like from time to time at the Board's request concerning the Permittee's best knowledge and belief regarding the presence of hazardous materials on the Premises placed or released by Permittee.

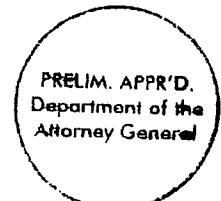
Permittee agrees to indemnify, defend, and hold the State of Hawaii, the Board, and their officers, employees, and agents harmless from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefor, arising out of or resulting from the use or release of hazardous materials on the Premises occurring while Permittee is in possession, or elsewhere if



caused by Permittee or persons acting under Permittee. These covenants shall survive the expiration, revocation, or termination of the Permit.

For the purpose of this Permit "hazardous material" shall mean any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, or oil as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Federal Clean Water Act, or any other federal, state, or local environmental law, regulation, ordinance, rule, or bylaw, whether existing as of the date hereof, previously enforced, or subsequently enacted.

14. Prior to termination or revocation of the subject Permit, Permittee shall conduct a Phase I environmental site assessment and conduct a complete abatement and disposal, if necessary, satisfactory to the standards required by the Federal Environmental Protection Agency, the Department of Health, and the DLNR. Failure to comply with the provisions of this paragraph shall not extend the term of this Permit or automatically prevent termination or revocation of the Permit. The Board, at its sole option, may refuse to approve termination or revocation unless this evaluation and abatement provision has been performed. In addition or in the alternative, the Board may, at its sole option if Permittee does not do so, arrange for performance of the provisions of this paragraph, all costs and expenses of such performance to be charged to and paid by Permittee.
15. Permittee shall indemnify, defend, and hold harmless the State of Hawaii, its officers, agents, and employees from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefor, arising out of or resulting from the acts or omissions of the Permittee or the Permittee's employees, agents, or officers under this Permit. The provisions of this paragraph shall remain in full force and effect notwithstanding the revocation, expiration, or termination of this Permit. The purchase of liability insurance shall not relieve Permittee of the obligations described herein.
16. Unless otherwise agreed by the Board in its sole discretion, payments received will be applied first to attorneys' fees, costs, assessments, real property taxes, or other costs incurred or paid by the Board with respect to the Premises, next to service charges or interest, next to any other charges due or owing under the Permit, next to delinquent monthly rent, and next to current rent.
17. Any notice required or permitted to be given hereunder shall be in writing, given by personal delivery or by first class mail, postage prepaid. Notice to Permittee shall be delivered or addressed to the address stated above.



Notice to State of Hawai'i shall be delivered or addressed to the Chairperson of the Board at 1151 Punchbowl Street, Room 130, Honolulu, Hawai'i 96813. Mailed notices shall be deemed given upon actual receipt, or two business days following deposit in the mail, postage prepaid, whichever occurs first. Either party may by notice to the other specify a different address for notice purposes, provided that Permittee's mailing address shall at all times be the same for both billing and notice. In the event there are multiple Permittees hereunder, notice to one Permittee shall be deemed notice to all Permittees.

18. The Permittee shall maintain stock proof fence around the entire Premises.
19. Unless the text indicates otherwise, the use of any gender shall include all genders and, if the Permittee includes more than one person, the singular shall signify the plural and this Permit shall bind the persons, and each of them jointly and severally.

IN WITNESS WHEREOF, the STATE OF HAWAII, by its Board of Land and Natural Resources, has caused the seal of the Department of Land and Natural Resources to be hereunto affixed and the parties hereto have caused these presents to be executed the day, month and year first above written.

STATE OF HAWAII

By *William J. Aila, Jr.*  
WILLIAM J. AILA, JR.  
Chairperson of the Board of Land and Natural Resources

Approved by the Board of Land and Natural Resources at its meeting held on November 22, 2010.

APPROVED AS TO FORM:

*Cindy Y. Young*  
CINDY YOUNG  
Deputy Attorney General

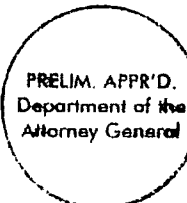
Dated: July 14, 2011

STATE

*Antone Reis*  
ANTONE REIS

*Lorraine Reis*  
LORRAINE REIS

PERMITTEE



STATE OF HAWAII )  
 ) SS.  
COUNTY OF KAUAI )

On this 22<sup>nd</sup> day of JULY, 2011, before me personally appeared ANTONE REIS, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

LS

Alfonso Mendolla Jr  
Notary Public, State of Hawaii

ALFONSO MENDOZA JR

My commission expires: 5 JULY 2013 LS

STATE OF HAWAII )  
 ) SS.  
COUNTY OF KAUAI )

NOTARY CERTIFICATE STATE OF HAWAII  
Doc. Description/ID: REVOCABLE  
PERMIT S-7766  
Doc. Date: 22 JULY 11 Pages: 10  
Notary Name: Alfonso Mendolla Jr 5<sup>th</sup> Circuit  
Alfonso Mendolla Jr 22<sup>nd</sup> July 2013  
Notary Signature Cert. Date

On this 22<sup>nd</sup> day of July, 2011, before me personally appeared LORRAINE REIS, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

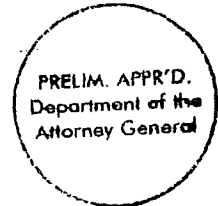
LS

Alfonso Mendolla Jr  
Notary Public, State of Hawaii

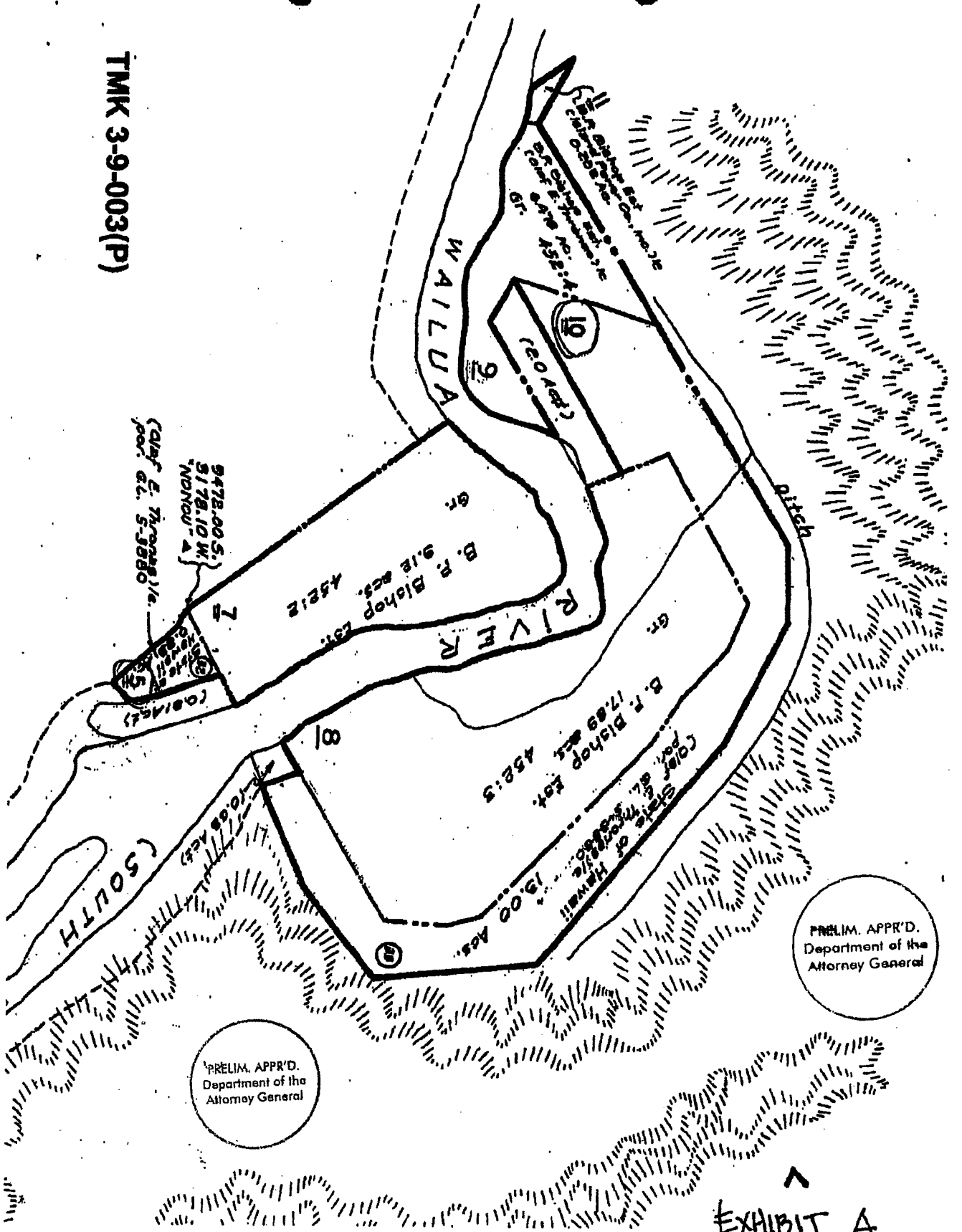
ALFONSO MENDOZA JR

My commission expires: 5 JULY 2013 LS

NOTARY CERTIFICATE STATE OF HAWAII  
Doc. Description/ID: REVOCABLE  
PERMIT S-7766  
Doc. Date: 22 JULY 2011 Pages: 10  
Notary Name: Alfonso Mendolla Jr 5<sup>th</sup> Circuit  
Alfonso Mendolla Jr 22<sup>nd</sup> July 2013  
Notary Signature Cert. Date



TMK 3-9-003(P)



PRELIM. APPR'D.  
Department of the  
Attorney General

PRELIM. APPR'D.  
Department of the  
Attorney General

EXHIBIT A

Antone Reis

Kealia, Hi. 96751

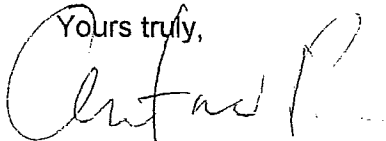
April 17, 2015

State of Hawaii  
Dept. of Land and Natural Resources  
P. O Box 621  
Honolulu, Hawaii 96809

To Whom It May Concern:

I have decided to cancel my revocable permit because the State has failed to provide me with an easement to the property. Unfortunately I've invested time and money in fencing up the place but because of this problem I have not been able to use it. The state property I lease is landlocked with Kamahameha School property and the only accessible easement runs through their property and the person leasing that property refuse me access. When I approached the state about this problem they said I had to work it out with the leaser and Kamahameha School, however I haven't been able to work anything out with both parties so that property laid dormant all these years. Since it's not working out for me I'm forced to cancel my permit.

Yours truly,



Antone Reis

Permit No S-1766

**EXHIBIT " c "**

**INSPECTION REPORT**  
Pasture

**FINAL INSPECTION**

**General Information**

Document Number: RPS 7766

Character of Use: Pasture

Inspection Date: May 15, 2015 Inspection Time: 2:00pm

Land Agent: Marvin Mikasa

**TENANT INFORMATION**

Name: Antone & Lorraine Reis

Home Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_

Kealia, Hawaii 96751

Fax: \_\_\_\_\_

Contact Person: Antone "Tony" Reis

Contact Phone: \_\_\_\_\_

**SITE INFORMATION**

TMK: (4) 3-9-003:005 and 010.

Area: 13.83 acres, more or less

Site Address: Wailua Rice and Kula Lots

Wailua, Lihue (Puna), Kauai

**FISCAL INFORMATION**

ITEM	NOT APPLICABLE	CURRENT = COMPLIANCE	DEFAULT = NON-COMPLIANCE
Rent		X	
Liability Insurance		X	
Fire Insurance	X		
Bond		X	
Mortgage	X		

**EXHIBIT "D"**



**ANNUAL INSPECTION REPORT**  
Intensive Ag/Special Livestock/Pasture/Commercial Timber

**File Review**

**LICENSES/PERMITS/CONSENTS**

ITEM	DLNR Approval Docs in File			COMMENTS/NOTES/LISTS
	N/A	YES	NO	
Removal of Minerals/Waters	X			
Prehistoric/Historic Remains	X			
Cutting/Removal of Trees	X			
Hazardous Material Storage/Use	X			
Subletting	X			attach list or map if applicable
Improvement Construction Buildings	X			note deadlines for % completion
Improvement Construction Other structures	X			note deadlines for % completion
Conservation Plan		X		review plan and schedule; make copy of plan map and text table for use during inspection

**Field Inspection**

ITEM	CRITERIA FOR COMPLIANCE	MEETS COMPLIANCE			COMMENTS/NOTES
		N/A	YES	NO	
Subletting	consents approved use adheres to lease purpose	X			
Buildings / Residences: roof, paint, exterior, interior	clean, sanitary, orderly suitable & well maintained DLNR construction consent adheres to completion schedule *check for hazardous materials	X			prior improvements need to be maintained by current tenant
Structures: roads, walkways, fence lines, pipelines, others	cross check w/ conservation plan clean, sanitary, orderly well maintained adheres to completion schedule *check for hazardous materials		X		prior improvements need to be maintained by current tenant - fenceline
Conservation Plan: conservation structures and plantings	adheres to plan map & schedule well maintained		X		refer to SWCD if plan application & maintenance not in compliance

Premises	clean, sanitary, orderly				
Hazardous Material Storage / Use	controlled and adheres to consent	X			
Character of Use	adheres to lease purpose		X		
Phase 1 Environmental Site Inspection	as required in General Lease or Revocable Permit	X			Will do Board submittal to waive Phase 1 environmental inspection.
Other					



Reis inspection  
Marvin MIKASA to: gov

05/14/2015 03:16 PM





Sent from my iPhone