

## EDR Environmental Lien and AUL Search

**Miki Basin - 200 Acre Industrial Site**  
Miki Road & Kaunalapau Highway  
Lanai City, HI 96763

Inquiry Number: 3875991.10  
March 14, 2014

## EDR Environmental Lien and AUL Search

The EDR Environmental Lien and AUL Search Report provides results from a search of available current land title records for environmental cleanup liens and other activity and use limitations, such as engineering controls and institutional controls.

A network of professional, trained researchers, following established procedures, uses client supplied address information to:

- search for parcel information and/or legal description;
- search for ownership information;
- research official land title documents recorded at jurisdictional agencies such as recorders' offices, registries of deeds, county clerks' offices, etc.;
- access a copy of the deed;
- search for environmental encumbering instrument(s) associated with the deed;
- provide a copy of any environmental encumbrance(s) based upon a review of key words in the instrument(s) (title, parties involved, and description); and
- provide a copy of the deed or cite documents reviewed.

*Thank you for your business.*  
Please contact EDR at 1-800-352-0050  
with any questions or comments.

### Disclaimer - Copyright and Trademark Notice

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## EDR Environmental Lien and AUL Search

### TARGET PROPERTY INFORMATION

#### ADDRESS

Miki Road & Kaunalapau Highway  
Miki Basin - 200 Acre Industrial Site  
Lanai City, HI 96763

#### RESEARCH SOURCE

Source 1:  
Maui County Clerk  
Maui, HI

#### PROPERTY INFORMATION

##### Deed 1:

Type of Deed: Limited Warranty Deed  
Title is vested in: Castle & Cooke Resorts, LLC  
Title received from: Castle & Cooke, Inc  
Deed Dated: 6/22/2012  
Deed Recorded: 6/22/2012  
Book: NA  
Page: NA  
Volume: NA  
Instrument: T-8208437  
Docket: NA  
Land Record Comments: see exhibit  
Miscellaneous Comments: see exhibit  
Legal Description: see exhibit  
Legal Current Owner: Castle & Cooke Resorts, LLC  
Parcel # / Property Identifier: 4-9-002-001  
Comments: see exhibit

##### Deed 2:

Type of Deed: Limited Warranty Deed  
Title is vested in: Castle & Cooke Resorts, LLC  
Title received from: Castle & Cooke, Inc  
Deed Dated: 6/22/2012  
Deed Recorded: 6/22/2012  
Book: NA  
Page: NA  
Volume: NA  
Instrument: T-8208436  
Docket: NA  
Land Record Comments:

## EDR Environmental Lien and AUL Search

Miscellaneous Comments: see exhibit  
NA  
Legal Description: see exhibit  
Legal Current Owner: Castle & Cooke Resorts, LLC  
Parcel # / Property Identifier: 4-9-002-001  
Comments: see exhibit

##### Deed 3:

Type of Deed: Limited Warranty Deed  
Title is vested in: Castle & Cooke Resorts, LLC  
Title received from: Castle & Cooke, Inc  
Deed Dated: 6/22/2012  
Deed Recorded: 6/22/2012  
Book: NA  
Page: NA  
Volume: NA  
Instrument: T-8208438  
Docket: NA  
Land Record Comments: see exhibit  
Miscellaneous Comments: NA  
Legal Description: see exhibit  
Legal Current Owner: Castle & Cooke Resorts, LLC  
Parcel # / Property Identifier: 4-9-002-001  
Comments: see exhibit

#### ENVIRONMENTAL LIEN

Environmental Lien: Found  Not Found

#### OTHER ACTIVITY AND USE LIMITATIONS (AULs)

AULs: Found  Not Found

TW  
259



STATE OF HAWAII  
OFFICE OF ASSISTANT REGISTRAR  
RECORDED

June 22, 2012 3:29 PM

Doc No(s) T-8208437  
on Cert(s) 469178  
Issuance of Cert(s) 1044084



/s/ NICKI ANN THOMPSON  
ASSISTANT REGISTRAR

1 1/1 CHC Conveyance Tax: \$32888.80  
B-32082887

Handwritten mark resembling a stylized '1' or '7'.

LAND COURT SYSTEM | REGULAR SYSTEM  
Return by Mail ( ) Pickup (X) To:

Castle & Cooke, Inc.

C. Kurasaki Ph: 548-2909

Total Pages 6

Tax Map Key No.: (2) 4-9-002-001 portion

Deed Exhibit 1

**LIMITED WARRANTY DEED**

THIS LIMITED WARRANTY DEED is made as of June 22, 2012, by **CASTLE & COOKE, INC.**, a Hawaii corporation, hereinafter called the "**Grantor**," in favor of **CASTLE & COOKE RESORTS, LLC**, a Hawaii limited liability company whose address is 680 Iwilei Rd., Suite 510, Honolulu, Hawaii 96817, hereinafter called the "**Grantee**."

**WITNESSETH:**

That for Ten Dollars (\$10.00) and other good and valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey unto the Grantee, as tenant in severalty, all of the property more particularly described in **Exhibit A** attached hereto and made a part hereof;

3916637.3  
6/22/12

**REF-364**

And the reversions, remainders, rents, issues and profits thereof and all of the estate, right, title and interest of the Grantor, both at law and in equity, therein and thereto, including but not limited to, if any, water, minerals, metals and geothermal resources;

TO HAVE AND TO HOLD the same, together with all buildings, improvements, rights, easements, privileges and appurtenances thereon and thereto belonging or appertaining or held and enjoyed therewith, unto the Grantee according to the tenancy herein set forth, forever.

AND, in consideration of the premises, the Grantor does hereby covenant with the Grantee that the Grantor is lawfully seised in fee simple of the property herein described (the "Property") and has good right to sell and convey the Property; that the Property is free and clear of all encumbrances made or suffered by the Grantor, except as set forth in Exhibit A and except for the lien of real property taxes not yet by law required to be paid; and that the Grantor shall WARRANT AND DEFEND the foregoing against the lawful claims of all persons claiming by, through, or under the Grantor, unto the Grantee and the Grantee's successors and assigns, forever.

AND the Grantor quitclaims to the Grantee all rights, title and interests reserved, granted or acquired by the Grantor or its predecessors in interest with respect to land owned by others on the island of Lanai, including but not limited to, if any, rights and interests with respect to easements, rights of way, access, water, minerals, metals, geothermal resources, and restrictive covenants.

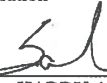
The rights and obligations of the Grantor and the Grantee shall be binding upon and inure to the benefit of their respective estates, heirs, personal representatives, successors, successors in trust, and assigns. The conveyance herein set forth and the warranties of the Grantor concerning the same are expressly declared to be in favor of the Grantee, and the Grantee's heirs, personal representatives, successors, successors in trust and assigns.

The terms "Grantor" and "Grantee," as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine or feminine, the singular or plural number, individuals or corporations, limited liability companies or partnerships, and their and each of their respective, heirs, personal representatives, successors, successors in trust, and assigns, according to the context thereof.

This Deed is being made as a part of a larger sale of assets by the Grantor relating to the island of Lanai through which the Grantor is receiving consideration for this Deed by the transfer of assets from the Grantee and additional value from the Grantee and its affiliates.

IN WITNESS WHEREOF, the Grantor has executed these presents as of the day and year first above written.

CASTLE & COOKE, INC., a Hawaii corporation


By:   
Name: HARRY A. SAUNDERS  
Title: Senior Vice President

By:   
Name: RICHARD K. MIRIKITANI  
Title: Vice President & Assistant Secretary

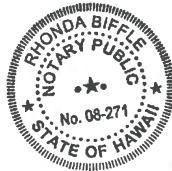
Grantor

STATE OF HAWAII )  
 ) SS.  
CITY AND COUNTY OF HONOLULU)

On June 21, 2012, before me personally appeared HARRY A. SAUNDERS and RICHARD K. MIRIKITANI, to me personally known, who, being by me duly sworn or affirmed, did say that such persons executed this 6-page Limited Warranty Deed undated at time of notarization, in the First Circuit of the State of Hawaii, as the free act and deed of such persons, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

  
\_\_\_\_\_  
Print Name: Rhonda Biffle  
Notary Public, State of Hawaii

My commission expires: **Aug. 3, 2012**



**EXHIBIT A**

ALL OF THAT CERTAIN PARCEL OF LAND SITUATE ON THE ISLAND OF LANAI, COUNTY OF MAUI, STATE OF HAWAII, DESCRIBED AS FOLLOWS:

LOT 13-A-1-A, AREA 17,113.987 ACRES, MORE OR LESS, (DEDUCTING THEREFROM THE FOLLOWING LOTS OF LAND COURT APPLICATION 862:

LOT E-2-A-1-A-1-B,  
LOT E-2-A-1-A-1-D,  
LOT E-2-A-1-A-1-F,  
LOT E-2-A-1-A-1-G,  
LOT E-2-A-1-A-1-H AND  
LOT E-2-A-1-A-1-J, AS SHOWN ON MAP 13;

LOT 35, AS SHOWN ON MAP 19;

LOT 37, AS SHOWN ON MAP 20;

LOT 44 AND 45, AS SHOWN ON MAP 21;

LOTS 724 TO 731, INCLUSIVE AND  
LOTS 733 TO 743, INCLUSIVE, AS SHOWN ON MAP 48;

LOTS 746 TO 751, INCLUSIVE, AS SHOWN ON MAP 60;

EXCLUSIONS 13, 17, 18, 26 AND 36 AS SHOWN ON MAP 3;  
AND ALL EXISTING GOVERNMENT ROADS  
AND ALSO THE FOLLOWING LOTS OF LAND COURT CONSOLIDATION NO.  
170; LOTS 12 AS SHOWN ON MAP 5; AND  
LOTS 13-B TO 13-G, INCLUSIVE, AS SHOWN ON MAP 6; CONTAINING AN  
AREA OF 889.799 ACRES, MORE OR LESS),

AND CONTAINING A NET AREA OF 16,224.188 ACRES, MORE OR LESS, AS  
SHOWN ON MAP 15, FILED WITH LAND COURT CONSOLIDATION NO. 170 OF  
CASTLE & COOKE, INC.

**REF-366**

TOGETHER WITH PERPETUAL RIGHTS AND EASEMENTS AS SET FORTH BY LAND COURT ORDER NO. 132974, FILED OCTOBER 12, 1998, AS FOLLOWS:

(A) PERPETUAL RIGHT AND EASEMENTS TO BUILD, CONSTRUCT, INSTALL, MAINTAIN, OPERATE, REPAIR AND/OR REPLACE POLE AND WIRE LINES OR UNDERGROUND LINES FOR POWER AND COMMUNICATIONS; UNDERGROUND WATER PIPELINES, INCLUDING FIRE HYDRANTS AND VALVES; UNDERGROUND CONCRETE AND/OR CORRUGATED IRON STRUCTURES FOR PURPOSES OF DRAINAGE AND IRRIGATION; AND UNDERGROUND SEWER LINES;

(B) PERPETUAL RIGHT AND EASEMENTS TO INSTALL, CONSTRUCT, LAY, MAINTAIN, REPAIR, REMOVE AND/OR REPLACE AN UNDERGROUND WATER PIPELINE OR PIPELINES ALONG, ACROSS, THROUGH AND UNDER LOTS 482-B, 553-B, 303-B, 549, 551-C AND 561-A, TOGETHER WITH THE RIGHT OF ACCESS FROM TIME TO TIME FOR THE PURPOSE AFORESAID; PROVIDED, HOWEVER, AND THIS RESERVATION IS ON THE CONDITION THAT, IF SAID EASEMENTS ARE NOT USED FOR THE AFORESAID PURPOSE AT ANY TIME FOR A PERIOD OF TWO (2) CONSECUTIVE YEARS, THEN THE SAME SHALL CEASE AND TERMINATE, AS RESERVED IN DEEDS, DATED DECEMBER 1, 1961, DECEMBER 1, 1961, JANUARY 30, 1962, JULY 27, 1962, APRIL 20, 1964 AND APRIL 20, 1964, FILED AS DOCUMENT NOS. 282714, 282715, 286951, 293717, 329739 AND 329740, RESPECTIVELY; AND

BEING LAND(S) DESCRIBED IN TRANSFER CERTIFICATE OF TITLE NO. 469,176

ISSUED TO: CASTLE & COOKE, INC., A HAWAII CORPORATION.

SUBJECT, HOWEVER, TO:

1. All encumbrances of record. (But no admission is made herein that such encumbrances are valid)
2. All customary and traditional rights, of native Hawaiians as provided for by the law of the State of Hawaii, for subsistence, cultural and religious purposes, which rights may involve access to the subject property.

Deed Exhibit 2

REF-367

SLW  
SCK



STATE OF HAWAII  
OFFICE OF ASSISTANT REGISTRAR  
RECORDED

June 22, 2012 3:29 PM

Doc No(s) T-8208436

on Cert(s) 488655

Issuance of Cert(s) 1044093



1 1/1  
B-32082893

CHC

Conveyance Tax: \$61513.20

/s/ NICKI ANN THOMPSON  
ASSISTANT REGISTRAR

W

LAND COURT SYSTEM | REGULAR SYSTEM  
Return by Mail ( ) Pickup ( X ) To:

Castle & Cooke, Inc.  
C. Kurasaki Ph: 548-2909

Total Pages 6

Tax Map Key No.: (2) 4-9-002-001 portion

**LIMITED WARRANTY DEED**

THIS LIMITED WARRANTY DEED is made as of June 22, 2012, by **CASTLE & COOKE, INC.**, a Hawaii corporation, hereinafter called the "Grantor," in favor of **CASTLE & COOKE RESORTS, LLC**, a Hawaii limited liability company whose address is 680 Iwilei Rd., Suite 510, Honolulu, Hawaii 96817, hereinafter called the "Grantee."

**WITNESSETH:**

That for Ten Dollars (\$10.00) and other good and valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey unto the Grantee, as tenant in severalty, all of the property more particularly described in **Exhibit A** attached hereto and made a part hereof;

And the reversions, remainders, rents, issues and profits thereof and all of the estate, **right, title and interest** of the Grantor, both at law and in equity, therein and thereto, including but not limited to, if any, water, minerals, metals and geothermal resources;

TO HAVE AND TO HOLD the same, together with all buildings, improvements, rights, easements, privileges and appurtenances thereon and thereto belonging or appertaining or held and enjoyed therewith, unto the Grantee according to the tenancy herein set forth, forever.

AND, in consideration of the premises, the Grantor does hereby covenant with the Grantee that the Grantor is lawfully seised in fee simple of the property herein described (the "Property") and has good right to sell and convey the Property; that the Property is free and clear of all encumbrances made or suffered by the Grantor, except as set forth in **Exhibit A** and except for the lien of real property taxes not yet by law required to be paid; and that the Grantor shall **WARRANT AND DEFEND** the foregoing against the lawful claims of all persons claiming by, through, or under the Grantor, unto the Grantee and the Grantee's successors and assigns, forever.

AND the Grantor quitclaims to the Grantee all rights, title and interests reserved, granted or acquired by the Grantor or its predecessors in interest with respect to land owned by others on the island of Lanai, including but not limited to, if any, rights and interests with respect to easements, rights of way, access, water, minerals, metals, geothermal resources, and restrictive covenants.

The rights and obligations of the Grantor and the Grantee shall be binding upon and inure to the benefit of their respective estates, heirs, personal representatives, successors, successors in trust, and assigns. The conveyance herein set forth and the warranties of the Grantor concerning the same are expressly declared to be in favor of the Grantee, and the Grantee's heirs, personal representatives, successors, successors in trust and assigns.

The terms "Grantor" and "Grantee," as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine or feminine, the singular or plural number, individuals or corporations, limited liability companies or partnerships, and their and each of their respective, heirs, personal representatives, successors, successors in trust, and assigns, according to the context thereof.

This Deed is being made as a part of a larger sale of assets by the Grantor relating to the island of Lanai through which the Grantor is receiving consideration for this Deed by the transfer of assets from the Grantee and additional value from the Grantee and its affiliates.

IN WITNESS WHEREOF, the Grantor has executed these presents as of the day and year first above written.

CASTLE & COOKE, INC., a Hawaii corporation

By: [Signature]  
Name: HARRY A. SAUNDERS  
Title: Senior Vice President

By: [Signature]  
Name: RICHARD K. MIRIKITANI  
Title: Vice President & Assistant Secretary

Grantor

STATE OF HAWAII )  
 ) SS.  
CITY AND COUNTY OF HONOLULU)

On June 21, 2012, before me personally appeared HARRY A. SAUNDERS and RICHARD K. MIRIKITANI, to me personally known, who, being by me duly sworn or affirmed, did say that such persons executed this 6-page Limited Warranty Deed undated at time of notarization, in the First Circuit of the State of Hawaii, as the free act and deed of such persons, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

[Signature]

Print Name: Rhonda Biffle  
Notary Public, State of Hawaii

My commission expires: Aug. 3, 2012

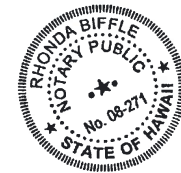




EXHIBIT A

ALL OF THOSE CERTAIN PARCELS OF LAND SITUATE ON THE ISLAND OF LANAI, COUNTY OF MAUI, STATE OF HAWAII, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 1, NET AREA 69,269.977 ACRES, MORE OR LESS, AS SHOWN ON MAP 1, FILED WITH LAND COURT CONSOLIDATION NO. 189 OF CASTLE & COOKE, INC., EXCEPTING ANY PORTION OF THE LAND CREATED BY ACCRETION AND ALSO ANY PORTION LYING BELOW THE SHORELINE AS DEFINED BY HAWAII LAW AND/OR CERTIFIED BY THE STATE OF HAWAII DEPARTMENT OF LAND AND NATURAL RESOURCES.

TOGETHER WITH:

(A) A PERPETUAL RIGHT AND EASEMENTS TO BUILD, CONSTRUCT, INSTALL, MAINTAIN, OPERATE, REPAIR AND/OR REPLACE POLE AND WIRE LINES OR UNDERGROUND LINES FOR POWER AND COMMUNICATIONS; UNDERGROUND WATER PIPELINES, INCLUDING FIRE HYDRANTS AND VALVES; UNDERGROUND CONCRETE AND/OR CORRUGATED IRON STRUCTURES FOR PURPOSES OF DRAINAGE AND IRRIGATION; AND UNDERGROUND SEWER LINES;

(B) A PERPETUAL RIGHT AND EASEMENTS TO INSTALL, CONSTRUCT, LAY, MAINTAIN, REPAIR, REMOVE AND/OR REPLACE AN UNDERGROUND WATER PIPELINE OR PIPELINES ALONG, ACROSS, THROUGH AND UNDER LOTS 482-B, 553-B, 303-B, 549, 551-C AND 561-A, TOGETHER WITH THE RIGHT OF ACCESS FROM TIME TO TIME FOR THE PURPOSE AFORESAID; PROVIDED, HOWEVER, AND THIS RESERVATION IS ON THE CONDITION THAT, IF SAID EASEMENTS ARE NOT USED FOR THE AFORESAID PURPOSE AT ANY TIME FOR A PERIOD OF TWO (2) CONSECUTIVE YEARS, THEN THE SAME SHALL CEASE AND TERMINATE, AS RESERVED IN DEEDS, DATED DECEMBER 1, 1961, DECEMBER 1, 1961, JANUARY 30, 1962, JULY 27, 1962, APRIL 20, 1964 AND APRIL 20, 1964, FILED AS LAND COURT DOCUMENT NOS. 282714, 282715, 286951, 293717, 329739 AND 329740, RESPECTIVELY; AND

(C) AN ACCESS ACROSS EASEMENT 1, AS SHOWN ON MAP 1 OF LAND COURT CONSOLIDATION NO. 189, AS SET FORTH BY LAND COURT ORDER NO. 126719, FILED JANUARY 22, 1997.

BEING LAND(S) DESCRIBED IN TRANSFER CERTIFICATE OF TITLE NO. 486,655 ISSUED TO CASTLE & COOKE, INC., A HAWAII CORPORATION.

SUBJECT, HOWEVER, TO:

1. All encumbrances of record. (But no admission is made herein that such encumbrances are valid)
2. All customary and traditional rights, of native Hawaiians as provided for by the law of the State of Hawaii, for subsistence, cultural and religious purposes, which rights may involve access to the subject property.

**REF-370**

Handwritten initials and numbers: "X", "2577", "cu", and "e".



STATE OF HAWAII  
OFFICE OF ASSISTANT REGISTRAR  
RECORDED  
June 22, 2012 3:29 PM  
Doc No(s) T-8208438  
on Cert(s) AS LISTED HEREIN  
Issuance of Cert(s) 1044095 - 1044101



/s/ NICKI ANN THOMPSON  
ASSISTANT REGISTRAR

1 1/1 CHC Conveyance Tax: \$1860.80  
B-32082906

Handwritten signature or initials.

LAND COURT SYSTEM | REGULAR SYSTEM  
Return by Mail ( ) Pickup (X) To:

Castle & Cooke, Inc.  
C. Kurasaki Ph: 548-2909

Total Pages 12

Tax Map Key No.: (2) 4-9-002-001 portion

Deed Exhibit 3

**LIMITED WARRANTY DEED**

THIS LIMITED WARRANTY DEED is made as of June 22, 2012, by **CASTLE & COOKE, INC.**, a Hawaii corporation, hereinafter called the "Grantor," in favor of **CASTLE & COOKE RESORTS, LLC**, a Hawaii limited liability company whose address is 680 Iwilei Rd., Suite 510, Honolulu, Hawaii 96817, hereinafter called the "Grantee."

**WITNESSETH:**

That for Ten Dollars (\$10.00) and other good and valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey unto the Grantee, as tenant in severalty, all of the property more particularly described in **Exhibit A** attached hereto and made a part hereof;

3916637.3  
6/22/12

**REF-371**

And the reversions, remainders, rents, issues and profits thereof and all of the estate, right, title and interest of the Grantor, both at law and in equity, therein and thereto, including but not limited to, if any, water, minerals, metals and geothermal resources;

TO HAVE AND TO HOLD the same, together with all buildings, improvements, rights, easements, privileges and appurtenances thereon and thereto belonging or appertaining or held and enjoyed therewith, unto the Grantee according to the tenancy herein set forth, forever.

AND, in consideration of the premises, the Grantor does hereby covenant with the Grantee that the Grantor is lawfully seised in fee simple of the property herein described (the "Property") and has good right to sell and convey the Property; that the Property is free and clear of all encumbrances made or suffered by the Grantor, except as set forth in Exhibit A and except for the lien of real property taxes not yet by law required to be paid; and that the Grantor shall WARRANT AND DEFEND the foregoing against the lawful claims of all persons claiming by, through, or under the Grantor, unto the Grantee and the Grantee's successors and assigns, forever.

AND the Grantor quitclaims to the Grantee all rights, title and interests reserved, granted or acquired by the Grantor or its predecessors in interest with respect to land owned by others on the island of Lanai, including but not limited to, if any, rights and interests with respect to easements, rights of way, access, water, minerals, metals, geothermal resources, and restrictive covenants.

The rights and obligations of the Grantor and the Grantee shall be binding upon and inure to the benefit of their respective estates, heirs, personal representatives, successors, successors in trust, and assigns. The conveyance herein set forth and the warranties of the Grantor concerning the same are expressly declared to be in favor of the Grantee, and the Grantee's heirs, personal representatives, successors, successors in trust and assigns.

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IN WITNESS WHEREOF, the Grantor has executed these presents as of the day and year first above written.

CASTLE & COOKE, INC., a Hawaii corporation


By:   
Name: HARRY A. SAUNDERS  
Title: Senior Vice President

By:   
Name: RICHARD K. MIRIKITANI  
Title: Vice President & Assistant Secretary

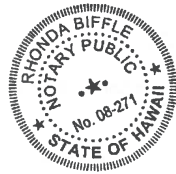
Grantor

STATE OF HAWAII )  
 ) SS.  
CITY AND COUNTY OF HONOLULU)

On June 21, 2012, before me personally appeared HARRY A. SAUNDERS and RICHARD K. MIRIKITANI, to me personally known, who, being by me duly sworn or affirmed, did say that such persons executed this 12-page Limited Warranty Deed undated at time of notarization, in the First Circuit of the State of Hawaii, as the free act and deed of such persons, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

  
\_\_\_\_\_  
Print Name: Rhonda Biffle  
Notary Public, State of Hawaii

My commission expires: Aug. 3, 2012



**EXHIBIT A**

ITEM ONE:

ALL OF THOSE CERTAIN PARCELS OF LAND SITUATE ON THE ISLAND OF LANAI, COUNTY OF MAUI, STATE OF HAWAII, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 1-A-2, AREA 0.5550 ACRE, MORE OR LESS,

LOT 1-A-3, AREA 0.5530 ACRE, MORE OR LESS, AND

LOT 1-B-1-B, AREA 8.3619 ACRES, MORE OR LESS.

AS SHOWN ON MAP 6, FILED WITH LAND COURT APPLICATION NO. 590 OF HAWAIIAN PINEAPPLE COMPANY, LIMITED.

BEING LAND(S) DESCRIBED IN TRANSFER CERTIFICATE OF TITLE NO. 469,169 ISSUED TO CASTLE & COOKE, INC., A HAWAII CORPORATION.

SUBJECT, HOWEVER, TO:

1. All encumbrances of record. (But no admission is made herein that such encumbrances are valid)
2. All customary and traditional rights, of native Hawaiians as provided for by the law of the State of Hawaii, for subsistence, cultural and religious purposes, which rights may involve access to the subject property.

ITEM TWO:

ALL OF THOSE CERTAIN PARCELS OF LAND SITUATE ON THE ISLAND OF LANAI, COUNTY OF MAUI, STATE OF HAWAII, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT B-1-A, AREA 160.971 ACRES, MORE OR LESS, -

LOT B-1-B, AREA .032 ACRE, MORE OR LESS,

**REF-373**

LOT B-3-A, AREA 6.059 ACRES, MORE OR LESS, AND

LOT B-3-B, AREA 5.668 ACRES, MORE OR LESS,

AS SHOWN ON MAP 5 FILED WITH LAND COURT APPLICATION NO. 635 OF HAWAIIAN PINEAPPLE COMPANY, LIMITED.

BEING LAND(S) DESCRIBED IN TRANSFER CERTIFICATE OF TITLE NO. 469,170 ISSUED TO CASTLE & COOKE, INC., A HAWAII CORPORATION.

SUBJECT, HOWEVER, TO:

1. All encumbrances of record. (But no admission is made herein that such encumbrances are valid)
2. All customary and traditional rights, of native Hawaiians as provided for by the law of the State of Hawaii, for subsistence, cultural and religious purposes, which rights may involve access to the subject property.

ITEM THREE:

ALL OF THAT CERTAIN PARCEL OF LAND SITUATE ON THE ISLAND OF LANAI, COUNTY OF MAUI, STATE OF HAWAII, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT APANA 1, AREA 133.45 ACRES, MORE OR LESS, AS SHOWN ON MAP 1,

LOT 2, AREA 0.67 ACRES, MORE OR LESS, AS SHOWN ON MAP 3, AND

LOT 1-A, AREA 102.381 ACRES, MORE OR LESS, AS SHOWN ON MAP 4,

FILED WITH LAND COURT APPLICATION NO. 786 OF HAWAIIAN PINEAPPLE COMPANY, LIMITED.

BEING LAND(S) DESCRIBED IN TRANSFER CERTIFICATE OF TITLE NO. 469,171 ISSUED TO CASTLE & COOKE, INC., A HAWAII CORPORATION.

SUBJECT, HOWEVER, TO:

1. All encumbrances of record. (But no admission is made herein that such encumbrances are valid)

2. All customary and traditional rights, of native Hawaiians as provided for by the law of the State of Hawaii, for subsistence, cultural and religious purposes, which rights may involve access to the subject property.

ITEM FOUR:

ALL OF THOSE CERTAIN PARCELS OF LAND SITUATE ON THE ISLAND OF LANAI, COUNTY OF MAUI, STATE OF HAWAII, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 1, AREA 3.364 ACRES, MORE OR LESS,  
LOT 2, AREA 35.02 ACRES, MORE OR LESS,  
LOT 3, AREA 4.98 ACRES, MORE OR LESS,  
LOT 4, AREA 2.51 ACRES, MORE OR LESS,  
LOT 5, AREA 0.497 ACRE, MORE OR LESS,  
LOT 7, AREA 0.595 ACRE, MORE OR LESS,  
LOT 8, AREA 8.47 ACRE, MORE OR LESS,  
LOT 9, AREA 0.285 ACRE, MORE OR LESS,  
LOT 10, AREA 0.394 ACRE, MORE OR LESS,  
LOT 11, AREA 0.658 ACRE, MORE OR LESS,  
LOT 12, AREA 0.284 ACRE, MORE OR LESS,  
LOT 14, AREA 0.028 ACRE, MORE OR LESS,  
LOT 15, AREA 3.66 ACRES, MORE OR LESS,  
LOT 16, AREA 0.612 ACRE, MORE OR LESS,  
LOT 17, AREA 0.102 ACRE, MORE OR LESS,  
LOT 18, AREA 0.246 ACRE, MORE OR LESS,  
LOT 19, AREA 3.13 ACRES, MORE OR LESS,  
LOT 20, AREA 30.05 ACRES, MORE OR LESS,  
LOT 21, AREA 9.08 ACRES, MORE OR LESS,  
LOT 22, AREA 2.08 ACRES, MORE OR LESS,  
LOT 23-B, AREA 3.816 ACRES, MORE OR LESS,  
LOT 24, AREA 1.00 ACRE, MORE OR LESS,  
LOT 25, AREA 1.41 ACRES, MORE OR LESS,  
LOT 26, AREA 7.83 ACRES, MORE OR LESS,  
LOT 27, AREA 15.70 ACRES, MORE OR LESS,  
LOT 28, AREA 46.20 ACRES, MORE OR LESS, AS SHOWN ON MAPS 1 AND 2,  
AND

LOT 29-A, AREA 1.107 ACRES, MORE OR LESS,  
LOT 30-A, AREA 0.175 ACRE, MORE OR LESS, AND

LOT 30-C, AREA 0.254 ACRE, MORE OR LESS, AS SHOWN ON MAP 3,

LOT 31, AREA 0.524 ACRE, AS SHOWN ON MAPS 1 AND 2, AND

LOT 32-B, AREA 0.322 ACRE, MORE OR LESS, AS SHOWN ON MAP 3,

FILED WITH LAND COURT APPLICATION NO. 1590 (AMENDED) OF HAWAIIAN PINEAPPLE COMPANY, LIMITED.

BEING LAND(S) DESCRIBED IN TRANSFER CERTIFICATE OF TITLE NO. 469,172 ISSUED TO CASTLE & COOKE, INC., A HAWAII CORPORATION.

SUBJECT, HOWEVER, TO:

1. All encumbrances of record. (But no admission is made herein that such encumbrances are valid)
2. All customary and traditional rights, of native Hawaiians as provided for by the law of the State of Hawaii, for subsistence, cultural and religious purposes, which rights may involve access to the subject property.

ITEM FIVE:

ALL OF THOSE CERTAIN PARCELS OF LAND SITUATE ON THE ISLAND OF LANAI, COUNTY OF MAUI, STATE OF HAWAII, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT E-2-A-1-A-1-J, AREA 0.166 ACRE, MORE OR LESS, AS SHOWN ON MAP 13, AND

LOT 706, AREA 11,796 SQUARE FEET, MORE OR LESS,  
LOT 707, AREA 561,449 SQUARE FEET, MORE OR LESS,  
LOT 710, AREA 218,552 SQUARE FEET, MORE OR LESS,  
LOT 712, AREA 244,677 SQUARE FEET, MORE OR LESS,  
LOT 713, AREA 3,829 SQUARE FEET, MORE OR LESS,  
LOT 729, AREA 1,173,239 SQUARE FEET, MORE OR LESS, AND  
LOT 733, AREA 117,878 SQUARE FEET, MORE OR LESS,  
AS SHOWN ON MAP 48,

FILED WITH LAND COURT APPLICATION NO. 862 (AMENDED) OF HAWAIIAN PINEAPPLE COMPANY, LIMITED.

TOGETHER WITH:

(A) A PERPETUAL RIGHT AND EASEMENTS TO BUILD, CONSTRUCT, INSTALL, MAINTAIN, OPERATE, REPAIR AND/OR REPLACE POLE AND WIRE LINES OR UNDERGROUND LINES FOR POWER AND COMMUNICATIONS; UNDERGROUND WATER PIPELINES, INCLUDING FIRE HYDRANTS AND VALVES; UNDERGROUND CONCRETE AND/OR CORRUGATED IRON STRUCTURES FOR PURPOSES OF DRAINAGE AND IRRIGATION; AND UNDERGROUND SEWER LINES UPON, ALONG, OVER, ACROSS, THROUGH AND/OR UNDER VARIOUS LOTS AND/OR PORTION OR PORTIONS THEREOF; AND

(B) A PERPETUAL RIGHT AND EASEMENTS TO INSTALL, CONSTRUCT, LAY, MAINTAIN, REPAIR, REMOVE AND/OR REPLACE AN UNDERGROUND WATER PIPELINE OR PIPELINES ALONG, ACROSS, THROUGH AND UNDER LOTS 482-B, 553-B, 303-B, 549, 551-C AND 561-A, TOGETHER WITH THE RIGHT OF ACCESS FROM TIME TO TIME FOR THE PURPOSE AFORESAID; PROVIDED, HOWEVER, AND THIS RESERVATION IS ON THE CONDITION THAT, IF SAID EASEMENTS ARE NOT USED FOR THE AFORESAID PURPOSE AT ANY TIME FOR A PERIOD OF TWO (2) CONSECUTIVE YEARS, THEN THE SAME SHALL CEASE AND TERMINATE, AS RESERVED IN DEEDS, DATED DECEMBER 1, 1961, DECEMBER 1, 1961, JANUARY 30, 1962, JULY 27, 1962, APRIL 20, 1964 AND APRIL 20, 1964, FILED AS LAND COURT DOCUMENT NOS. 282714, 282715, 286951, 293717, 329739 AND 329740, RESPECTIVELY.

BEING LAND(S) DESCRIBED IN TRANSFER CERTIFICATE OF TITLE NO. 469,174 ISSUED TO CASTLE & COOKE, INC., A HAWAII CORPORATION.

SUBJECT, HOWEVER, TO:

1. All encumbrances of record. (But no admission is made herein that such encumbrances are valid)
2. All customary and traditional rights, of native Hawaiians as provided for by the law of the State of Hawaii, for subsistence, cultural and religious purposes, which rights may involve access to the subject property.

ITEM SIX:

ALL OF THOSE CERTAIN PARCELS OF LAND SITUATE ON THE ISLAND OF



LANAI, COUNTY OF MAUI, STATE OF HAWAII, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 1-C-3, AREA 1.5001 ACRES, MORE OR LESS,

AS SHOWN ON MAP 6, FILED WITH LAND COURT APPLICATION NO. 590 OF HAWAIIAN PINEAPPLE COMPANY, LIMITED.

ALL OF THOSE CERTAIN PARCELS OF LAND SITUATE ON THE ISLAND OF LANAI, COUNTY OF MAUI, STATE OF HAWAII, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 44, AREA 3.816 ACRES, MORE OR LESS, AND  
LOT 45, AREA .224 ACRE, MORE OR LESS, AS SHOWN ON MAP 21, AND

LOT 701, AREA .387 ACRE, MORE OR LESS,  
LOT 703, AREA .551 ACRE, MORE OR LESS,  
LOT 714, AREA .799 ACRE, MORE OR LESS,  
LOT 716, AREA 3.132 ACRES, MORE OR LESS,  
LOT 730, AREA .521 ACRE, MORE OR LESS, AND  
LOT 735, AREA 1.136 ACRES, MORE OR LESS, AS SHOWN ON MAP 48,

FILED WITH LAND COURT APPLICATION NO. 862 (AMENDED) OF HAWAIIAN PINEAPPLE COMPANY, LIMITED.

TOGETHER WITH:

A PERPETUAL RIGHT AND EASEMENTS TO INSTALL, CONSTRUCT, LAY, MAINTAIN, REPAIR, REMOVE AND/OR REPLACE AN UNDERGROUND WATER PIPELINE OR PIPELINES ALONG, ACROSS, THROUGH AND UNDER LOTS 482-B, 553-B, 303-B, 549, 551-C AND 561-A, TOGETHER WITH THE RIGHT OF ACCESS FROM TIME TO TIME FOR THE PURPOSE AFORESAID; PROVIDED, HOWEVER, AND THIS RESERVATION IS ON THE CONDITION THAT, IF SAID EASEMENTS ARE NOT USED FOR THE AFORESAID PURPOSE AT ANY TIME FOR A PERIOD OF TWO (2) CONSECUTIVE YEARS, THEN THE SAME SHALL CEASE AND TERMINATE, AS RESERVED IN DEEDS, DATED DECEMBER 1, 1961, DECEMBER 1, 1961, JANUARY 30, 1962, JULY 27, 1962, APRIL 20, 1964 AND APRIL 20, 1964, FILED AS LAND COURT DOCUMENT NOS. 282714, 282715, 286951, 293717, 329739 AND 329740, RESPECTIVELY.

ALL OF THOSE CERTAIN PARCELS OF LAND SITUATE ON THE ISLAND OF LANAI, COUNTY OF MAUI, STATE OF HAWAII, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT B-2-A, AREA 2.474 ACRES, MORE OR LESS,

LOT B-2-B, AREA .261 ACRE, MORE OR LESS, AND

LOT B-2-C, AREA .027 ACRE, MORE OR LESS,

AS SHOWN ON MAP 5 FILED WITH LAND COURT APPLICATION NO. 635 OF HAWAIIAN PINEAPPLE COMPANY, LIMITED.

BEING LAND(S) DESCRIBED IN TRANSFER CERTIFICATE OF TITLE NO. 469,175 ISSUED TO CASTLE & COOKE, INC., A HAWAII CORPORATION.

SUBJECT, HOWEVER, TO:

1. All encumbrances of record. (But no admission is made herein that such encumbrances are valid)
2. All customary and traditional rights, of native Hawaiians as provided for by the law of the State of Hawaii, for subsistence, cultural and religious purposes, which rights may involve access to the subject property.

ITEM SEVEN:

ALL OF THOSE CERTAIN PARCELS OF LAND SITUATE ON THE ISLAND OF LANAI, COUNTY OF MAUI, STATE OF HAWAII, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 1, AREA 13.547 ACRES, MORE OR LESS,

LOT 2, AREA 3.346 ACRES, MORE OR LESS,

LOT 3, AREA 3.785 ACRES, MORE OR LESS, AND

LOT 4, AREA 53.175 ACRES, MORE OR LESS,

AS SHOWN ON MAP 1, FILED WITH LAND COURT CONSOLIDATION NO. 190 OF CASTLE & COOKE, INC.

**REF-376**

BEING LAND(S) DESCRIBED IN TRANSFER CERTIFICATE OF TITLE NO.  
488,592 ISSUED TO CASTLE & COOKE, INC., A HAWAII CORPORATION.

NOTE: FINAL ORDER OF CONDEMNATION FOR A PORTION OF LOT 4, LAND  
COURT CONSOLIDATION 190, RECORDED AUGUST 28, 2000, LAND COURT  
DOCUMENT NO. 2646775.

SUBJECT, HOWEVER, TO:

1. All encumbrances of record. (But no admission is made herein that such encumbrances are valid)
2. All customary and traditional rights, of native Hawaiians as provided for by the law of the State of Hawaii, for subsistence, cultural and religious purposes, which rights may involve access to the subject property.

**MISCELLANEOUS EXHIBITS**

**REF-377**



ll  
adw



STATE OF HAWAII  
OFFICE OF ASSISTANT REGISTRAR  
RECORDED

October 2, 2012 1:00 PM

Doc No(s) T-8310375

on Cert(s) AS LISTED HEREIN

Issuance of Cert(s)



1 1/1 SMC  
B-32139838

/s/ NICKI ANN THOMPSON  
ASSISTANT REGISTRAR

LAND COURT SYSTEM

REGULAR SYSTEM

After Recordation, Return by  Mail or  Pick-up

Mark F. Ito, Esq.  
SCHLACK ITO  
745 Fort Street, Suite 1500  
Honolulu, Hawaii 96813  
Telephone: (808) 523-6045

Total Page(s): 8

PETITION FOR ORDER RE CHANGE OF NAME AND ORDER

Petitioner: Lanai Resorts, LLC (formerly known as Castle & Cooke Resorts, LLC)

Affects Certificate of Title Nos.: 468,883; 468,884; 468,885; 468,886; 468,887; 468,888;  
468,889; 468,890; 468,891; 468,892; 468,893; 468,894; 468,895; 468,896; 468,897;  
468,898; 468,700; 468,702; 506,384; 583,970; 633,767; 799,954; 812,328; 852,675;  
987,393; 1,044,092; 1,044,093; 1,044,094; 1,044,095; 1,044,096; 1,044,097; 1,044,098;  
1,044,099; 1,044,100 and 1,044,101

IN THE LAND COURT OF THE STATE OF HAWAII

In the Matter of the Application

of

Various Applicants,

to register title to land situate at various  
locations in the State of Hawaii

1 L. D. CASE NO. 12-1-3296

Land Court Application Nos. 590, 635, 786,  
862 and 1590 Consolidation Nos. 170, 189  
and 190

PETITION FOR ORDER RE CHANGE OF NAME AND  
ORDER

Attorneys for Petitioner

MARK F. ITO 3692-0  
SCHLACK ITO  
A Limited Liability Law Company  
745 Fort Street, Suite 1500  
Honolulu, HI 96813  
Telephone No.: (808) 523-6045

2012 SEP 27 PM 2:14  
KATHLEEN HANAWAHI  
REGISTRAR

FILED

A TRUE COPY, ATTEST WITH  
THE SEAL OF SAID COURT.

JANNIS SHIROMA  
Clerk

IN THE LAND COURT OF THE STATE OF HAWAII

In the Matter of the Application

of

Various Applicants,

to register title to land situate at various locations in the State of Hawaii

Land Court Application Nos. 590, 635, 786, 862 and 1590 Consolidation Nos. 170, 189 and 190

**PETITION FOR ORDER RE CHANGE OF NAME AND ORDER**

TO: THE HONORABLE PRESIDING JUDGE OF THE LAND COURT OF THE STATE OF HAWAII:

The undersigned Petitioner respectfully shows unto this Court as follows:

1. The name of Petitioner has been legally changed on September 14, 2012 from CASTLE & COOKE RESORTS, LLC to LANAI RESORTS, LLC as evidenced by the certified copy of Articles of Amendment to Change Limited Liability Company Name filed in the Department of Commerce and Consumer Affairs of the State of Hawaii attached hereto and made a part hereof.

2. Petitioner desires that the change of name from CASTLE & COOKE RESORTS, LLC to LANAI RESORTS, LLC be appropriately endorsed on the following Certificates of Title describing land owned by Petitioner:

CERTIFICATE OF TITLE NO.	LAND COURT APPLICATION NO.	LAND COURT CONSOLIDATION NO.
468,683	862	
468,684	862	
468,685	862	
468,686	862	
468,687	862	
468,688	862	
468,689	862	
468,690	862	
468,691	862	
468,692	862	
468,693		170
468,694	862	
468,695		170
468,696	862	
468,697	862	
468,698		170
468,700		170
468,702	590	
506,384	862	
583,970	862	
633,767	862	
799,954	862	
812,328		170
852,675		170
987,393		170
1,044,092		170
1,044,093		189
1,044,094		170
1,044,095	590	
1,044,096	635	
1,044,097	786	
1,044,098	1590	
1,044,099	862	
1,044,100	590, 635 & 862	
1,044,101		190

PETITION FOR ORDER RE CHANGE OF NAME AND ORDER

PETITION FOR ORDER RE CHANGE OF NAME AND ORDER

WHEREFORE, Petitioner respectfully prays that the Assistant Registrar of this Court be authorized and directed to endorse upon said Certificates of Title listed above the change of name of Petitioner from CASTLE & COOKE RESORTS, LLC to LANAI RESORTS, LLC.

DATED: Honolulu, Hawaii, September 25, 2012.

Petitioner: LANAI RESORTS, LLC

By *Mark F. Ito*  
Mark F. Ito  
Its Attorney

STATE OF HAWAII )  
 ) ss.  
CITY AND COUNTY OF HONOLULU )

On this 25th day of September, 2012, in the State of Hawaii, before me personally appeared **MARK F. ITO**, to me personally known or proved to me on the basis of satisfactory evidence of her signature and identity to be the aforesaid persons, who, being by me duly sworn or affirmed, did say that such persons executed the foregoing instrument as the free act and deed of such persons, and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.

I hereby certify that the instrument to which this notary acknowledgment is attached is entitled **PETITION FOR ORDER RE CHANGE OF NAME AND ORDER**, and  dated September 25, 2012 or  undated at the time of notarization. The entire instrument, including the notary acknowledgment page(s) and attachment(s), if any, consists of 7-pages.



*Michele P. Makainai*  
Print Name: Michele P. Makainai  
Notary Public, State of Hawaii  
My commission expires: 04/08/2016

PETITION FOR ORDER RE CHANGE OF NAME AND ORDER

ORDER

Upon the record herein and good cause appearing, the prayer of Petitioner in the foregoing Petition for Order re Change of Name is hereby granted, and the Assistant Registrar of this Court is authorized and directed to comply herewith.

DATED: Honolulu, Hawaii, this 27 day of SEP 27 2012, 2012

*for* KATHLEEN HANAWAHINE  
JUDGE OF THE LAND COURT OF THE STATE OF HAWAII  
REGISTRAR



PETITION FOR ORDER RE CHANGE OF NAME AND ORDER

09/17/2012 09:14:27 AM 5236030  
5236030 RVCN  
www.BusinessRegistration.com

11:14:27 a.m. 09-14-2012 3/3

09/17/2012 09:14:27 AM

FORM LLC-2  
7/2008

FILED 09/14/2012 11:19 AM  
Business Registration Division  
DEPT. OF COMMERCE AND  
CONSUMER AFFAIRS  
State of Hawaii

STATE OF HAWAII  
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS  
Business Registration Division  
335 Merchant Street  
Mailing Address: P.O. Box 40, Honolulu, Hawaii 96810  
Phone No. (808) 586-2727

**ARTICLES OF AMENDMENT TO CHANGE LIMITED LIABILITY COMPANY NAME**  
(Section 625-604, Hawaii Revised Statutes)

6495 C5

PLEASE TYPE OR PRINT LEGIBLY IN BLACK INK

The undersigned, for the purpose of amending the Articles of Organization, do hereby certify as follows:

1. The present name of the limited liability company is:  
CASTLE & COOKE RESORTS, LLC
2. The name of the limited liability company is changed to:  
LANAI RESORTS, LLC
3. The amendment was adopted with the consent of all, or a lesser number of, the members of the limited liability company as authorized by the operating agreement.

We certify, under the penalties set forth in the Hawaii Uniform Limited Liability Company Act, that we have read the above statements, we are authorized to make this change, and that the statements are true and correct.

Signed this 14th day of September 2012

Lanai Island Holdings, LLC, its Member  
LIM Corporation, its Manager

PAUL T. MARDHELL Vice President  
*Paul T. Mardhell*  
(Signature)

Instructions: Articles must be typewritten or printed in black ink, and must be legible. The articles must be signed and certified by at least one manager of a manager-managed company or by at least one member of a member-managed company. All signatures must be in black ink. Submit original articles together with the appropriate fee.

- Line 1. State the full name of the limited liability company prior to the change.
- Line 2. State the new name of the limited liability company. The company name must contain the words *Limited Liability Company*, or the abbreviation, *L.L.C.* or *LLC*.

Filing Fee: Filing fee (\$25.00) is not refundable. Make checks payable to DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS. Dishonored Check Fee \$25.00.

For any questions call (808) 586-2727. Neighbor Islands may call the following numbers followed by 6-2727 and the # sign: Kauai 274-3141; Maui 984-2400; Hawaii 974-4000; Lanai & Molokai 1-800-469-4644 (toll free).  
Fax: (808) 966-2733 Email Address: breg@dcca.hawaii.gov

NOTICE: THIS MATERIAL CAN BE MADE AVAILABLE FOR INDIVIDUALS WITH SPECIAL NEEDS. PLEASE CALL THE DIVISION SECRETARY, BUSINESS REGISTRATION DIVISION, DCCA, AT 586-2744, TO SUBMIT YOUR REQUEST.

ALL BUSINESS REGISTRATION FILINGS ARE OPEN TO PUBLIC INSPECTION. (SECTION 92F-11, HRS)

APPENDIX D

PHOTOGRAPH LOG

REF-381



1. Site from south property border facing west, overview of the existing industrial area.



2. Site from the south property border at Miki Road facing northwest, overview of the existing industrial area.



3. Site from the south property border at Miki Road facing north.



4. Site from the south property border facing east.

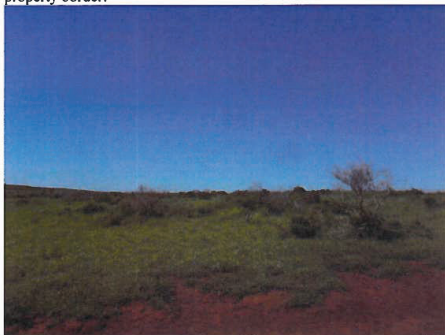
Lanai Resorts, LLC – Miki Basin – 200 Acre – Proposed Industrial Property, Lanai, HI	TRC Project Number - 215580	April 3, 2014
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5. Undeveloped land to the east beyond the Site from the east property border.



6. Undeveloped land to the north beyond the Site from the north property border.



7. Undeveloped land to the west beyond the Site from the west property border.



8. Undeveloped land to the northwest of the Site with the Lanai Airport beyond from the West property boundary.

Lanai Resorts, LLC – Miki Basin – 200 Acre – Proposed Industrial Property, Lanai, HI	TRC Project Number - 215580	April 3, 2014
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9. Undeveloped land to the south beyond the Site from the southwest property border.



10. Typical piping used for agricultural purposes located throughout the property.



11. Typical PVC pipe located throughout the property.



12. Adjoining metal scrapyards with workers actively removing debris.

Lanai Resorts, LLC – Miki Basin – 200 Acre – Proposed Industrial Property, Lanai, HI	TRC Project Number - 215580	April 3, 2014
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13. Segregated waste materials including batteries, tires and propane tanks located on the adjoining property.



14. Gasoline and oil without proper secondary containment located on the adjoining property. No evidence of spills or releases observed.



15. Overview of the storage warehouse adjoining the Site.

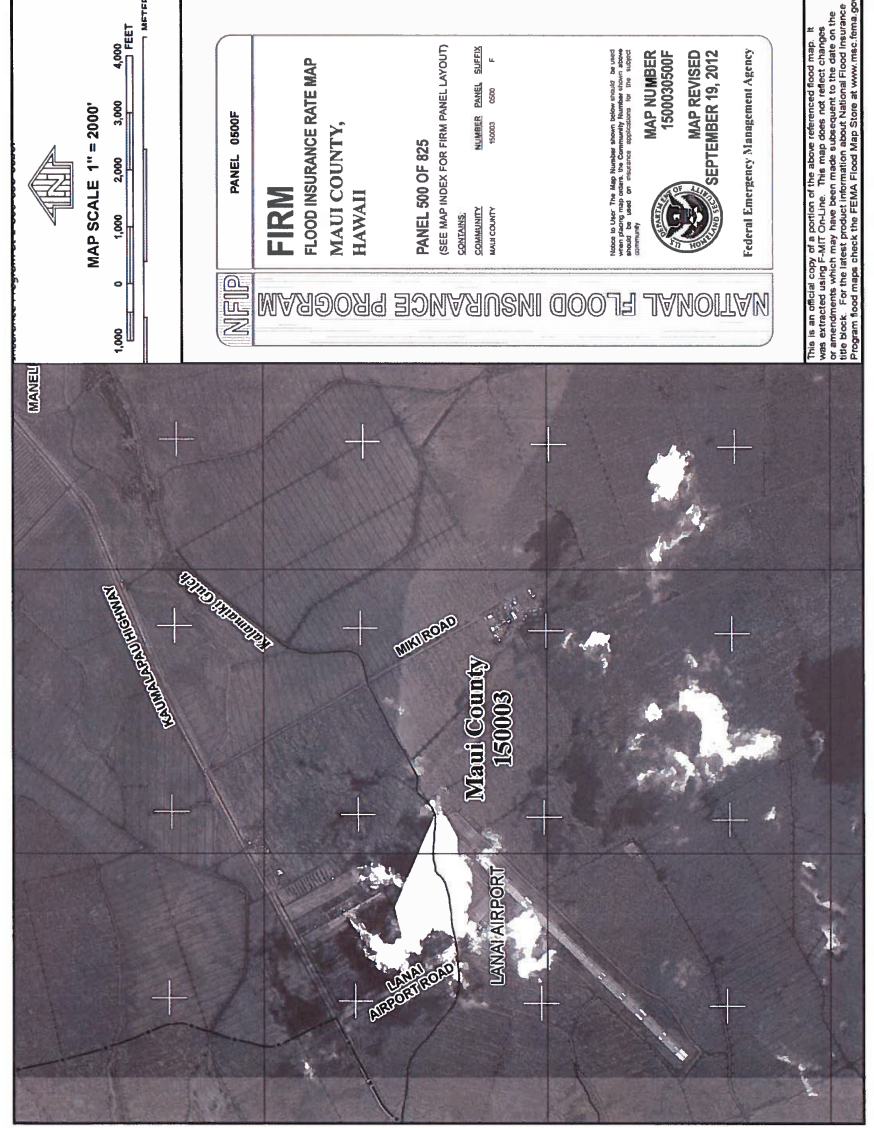


16. MECO power plant facility adjoining the Site.

Lanai Resorts, LLC – Miki Basin – 200 Acre – Proposed Industrial Property, Lanai, HI	TRC Project Number - 215580	April 3, 2014
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**APPENDIX E**

**OTHER REFERENCE INFORMATION**







## RONALD A. LANDOLT, CAC

### EDUCATION

B.A., Biology/Environmental Management, Concordia University, 2002

### PROFESSIONAL REGISTRATIONS/CERTIFICATIONS

- State of California, Department of Occupational Safety and Health, Certified Asbestos Consultant, #10-4597
- State of California, Department of Public Health, Certified Lead Inspector/Assessor, #24276.
- State of Hawaii, Department of Health, Certified Asbestos Inspector, #HIASB-2677.

### AREAS OF EXPERTISE

Mr. Ronald A. Landolt, CAC, has project management and technical experience in the following general areas:

- Client Development, Management and Interaction
- Write and Edit Technical Reports for Clients and Regulatory Agencies
- Soil and Groundwater Sampling and Remediation System Implementation
- Spill Prevention Control and Countermeasure (SPCC) Plan Management
- Stormwater Pollution Control Plan (SWPCP) Development & Management
- Indoor Air Quality and Microbial Assessments and Remediation Design
- Asbestos Surveys and Abatement Project Design
- AHERA Management Plan Review and Development
- Poly-Chlorinated Biphenyl and Mercury Investigations
- Stormwater Regulatory Compliance and Plan Development
- Phase I and Phase II Environmental Site Assessments and Audits
- Property Condition Assessments
- 3<sup>rd</sup> Party QAQC Inspections
- Construction Management and Loan Reviews

### REPRESENTATIVE EXPERIENCE

Mr. Landolt has over 10 years of experience and progressive responsibility in environmental and engineering consulting. His qualifications include extensive hands-on planning, field investigation, design, permitting, cost estimating, project management, and client management. Mr. Landolt's background includes extensive service to public and private-sector clientele including Target, Rite Aid, Shoreline Realty Services, Deering Property Management, Beaverton School District, North Wasco County School District, Salem-Keizer School District, University of New Mexico, Clackamas Community College, Clatsop Community College, Columbia Gorge Community College, NW Natural Gas, Bank of America, Bechtel Corporation, CB Richard Ellis, FedEx Ground and UPS. He currently serves in the capacity of Project Manager for TRC with responsibility for the business development, proposal and contract document writing and review to initiate projects, track project status and input critical data associated with each project, monitor the work performed by field staff and subcontractors and analyze the data acquired to determine further action with respect to regulatory compliance or industry standards while maintaining strict deadlines.

## APPENDIX F

### TRC STAFF AND ENVIRONMENTAL PROFESSIONAL QUALIFICATIONS/RESUMES



Mr. Landolt is also responsible for management of financial budgets set forth in the specific contract documents from initial development, tracking labor and additional costs through the project until contract completion and final invoicing.

**Millennium Bulk Terminals, Hazardous Materials Assessments – Longview, Washington (Project Manager: Present)**

Lead project manager and client manager responsible for the hazardous materials inspection (asbestos, lead, PCB's, PAH's, Fluoride and Mercury), abatement oversight and regulatory compliance for the re-development of the Millennium Bulk Terminals facility. Responsibilities included initial cost proposals and contracts, scope of work development, organization with the Client and contractors as well as sample collection, staff management and oversight.

**Holly Street Power Plant, Pre-Demolition Asbestos Abatement Management – Austin, Texas (Asbestos Abatement Manager: March – August 2012)**

On-site abatement organization and oversight of the asbestos abatement activities associated with the demolition of the Holly Street Power Plant in Austin, TX. Mr. Landolt was responsible for the management of the abatement activities being conducted in conjunction with the active demolition of the plant as well as providing direct project updates and other correspondence to the client and their representatives on a daily basis.

**Target Distribution Center, SPCC Plan Development and Audits – Albany, Oregon (Project Manager: 2008 – 2011).**

Project Manager responsible for the development of the facilities revised SPCC plan in order to ensure regulatory conformance as well as the subsequent facility audits to confirm compliance with the SPCC plan. Responsibilities included development of the SPCC plan for regulatory compliance and annual Audit of the facility. Mr. Landolt was also involved in client management and communication throughout the duration of the project.

**FedEx Ground, SPCC Audits – Portland, Oregon (Project Manager: 2007 – 2010).**

Project Manager responsible for the audit of the FedEx Ground facilities SPCC plan and conformance to the regulatory requirements. Responsibilities included review of the SPCC plan for regulatory compliance and annual Audit of the facility. Mr. Landolt was also involved in client management and communication throughout the duration of the project.

**FedEx Ground, Environmental Site Investigation – Troutdale, Oregon (Project Manager: 2009 – 2010).**

Development and implementation of a large scale contract and scope of work on a 78-acre site to be used as a shipping facility. The site was previously occupied by an aluminum factory and is listed as a former Superfund site. Responsibilities included developing the scope of work, working with a team to perform the initial Phase I Environmental Site Assessment, management of surveying and excavating subcontractors, performing a detailed subsurface investigation and associated report. Mr. Landolt was also involved in client management and communication throughout the duration of the project.

**Coca-Cola Bottling Company, Due Diligence Environmental Investigations – Omak, Washington (Project Scientist and Project Manager: 2004 – 2011)**

Subsurface investigation where responsibilities included scheduling, ordering drilling supplies, supervision of outside contractors, collect and field screen soil samples, log soil borings according to the Unified Soils Classification System, monitoring well re-development, groundwater monitoring, data interpretation and report preparation as well as remediation system design, implementation and submittal of Voluntary Cleanup Program Application to Washington DOE, and regulatory compliance discussions with Washington DOE.

**Conoco Phillips, Soil and Groundwater Sampling – Oregon, Washington and Arizona (Project Geologist: 2004-2008 and Project Manager: 2008 – 2011)**

Project Geologist and Project Manager responsible for conducting soil and groundwater sampling activities for various retail fueling stations throughout Oregon, Washington and Arizona. Mr. Landolt has also been responsible for the on-site safety compliance associated with soil and groundwater sampling activities for Conoco Phillips as well as collaborating with other consultants, contractors and laboratories to ensure proper sample collection and procedures were followed in accordance with all applicable regulations.

**Teroro Golden Eagle Oil Refining Terminal, Groundwater Remediation Well System Sampling – Concord, California (Project Manager: 2008 – 2010)**

Lead on-site Project Manager for bi-annual sampling of over 300 monitoring wells located throughout a 1,000-acre oil refining terminal. Responsibilities included daily scheduling, permit acquisition, staff coordination, data compilation and management. Mr. Landolt was also responsible for collaborating with other consultants, contractors and laboratories to ensure proper sample collection and procedures were followed.

**Various Clients, Phase I Environmental Site Assessments – Oregon, Washington, California, Idaho, Arizona and New Mexico (Project Manager: 2001 – Present)**

Performs, reviews and manages ASTM Phase I ESAs as an Environmental Professional for various clients including industrial properties, commercial/retail properties, residential properties, and vacant parcels of land. Responsibilities included proposal and budget preparation, proposal review, client interaction, record review, site reconnaissance, interviews, report preparation, limited sampling, report review and submittals.

**Various Clients, Property Condition Assessments – Oregon, Washington, California, Idaho, Colorado, Wyoming, Utah, Nevada, Arizona, New Mexico and Massachusetts (Project Manager: 2005 – Present)**

Performs and manages ASTM PCA's for various clients including high-rise buildings, hotel properties, industrial properties, commercial properties, retail properties and multi-family residential facilities. Responsibilities included proposal and budget preparation, proposal review, client interaction, record review, site reconnaissance, interviews, report preparation, report review and submittals.



Ronald A. Landolt, CAC

**Various Clients, Indoor Air Quality Assessments and Microbial Sampling – Oregon, Washington, California, Idaho and New Mexico (Project Scientist and Project Manager: 2001 – Present)**

Conducted pre- and post-remediation sampling for viable and non-viable spores in commercial, retail and residential properties. Responsibilities include budget and proposal preparation, project coordination, collection of both viable and non-viable spore sampling, bulk sampling, swab sampling, data interpretation, report preparation, and client interaction.

**Clatsop Community College, Hazardous Materials Inspection and Management – Astoria, Oregon (Project Manager and Client Manager: 2009 – Present)**

Lead project manager and client manager responsible for the hazardous materials inspection (asbestos, lead, PCB's and Mercury), abatement oversight and regulatory compliance for the Jerome Campus Redevelopment Project. Responsibilities included initial cost proposals and contracts, scope of work development, organization with the Project Manager, general contractor and abatement contractors as well as staff management and oversight.

**Beaverton School District, Building Science Services – Beaverton, Oregon (Project Manager: 2002-2007, Client Manager: 2007 – Present)**

Project Manager responsible for the oversight of bond and non-bond related asbestos services including: asbestos surveys, development of abatement project designs, abatement oversight, clearance sampling, project completion reports as well as 6-month surveillances, 3-year re-inspections and other AHERA management activities. Lead client manager for ensuring proper investigation, remediation and best management practices compliance during District wide indoor air quality and microbial projects. Responsibilities included initial cost proposals and contracts, scope of work development, organization with District Facilities Specialist and remediation contractors as well as staff management and oversight. Mr. Landolt is also responsible for conducting direct client management and review in conjunction with each project.

**Salem-Keizer School District, Asbestos Management – Salem, Oregon (Client Manager: 2009 – 2011)**

Lead client manager for ensuring regulatory compliance during substantial asbestos abatement projects in conjunction with a District wide 252-million dollar redevelopment bond. Responsibilities included initial cost proposals and contracts, scope of work development, organization with project management teams and general contractors as well as staff management and oversight. Mr. Landolt was also responsible for conducting direct client management and regulatory review in conjunction with each project.

**Falls City School District, Asbestos Program Management – Falls City, Oregon (Client Manager: 2011 – Present)**

Lead client manager for updating the District's AHREA program, ensuring regulatory compliance. Responsibilities included initial cost proposals and contracts, scope of work development, as well as AHERA sampling, report writing and Management Plan development. Mr. Landolt is also responsible for conducting direct client management and training to ensure proper regulatory compliance needs are implemented.



Ronald A. Landolt, CAC

**North Wasco County School District, Asbestos Program Management – The Dalles, Oregon (Client Manager: 2009 – Present)**

Lead client manager for assisting the District with the management of their AHREA program, ensuring regulatory compliance. Responsibilities included initial cost proposals and contracts, scope of work development, as well as AHERA sampling, report writing, abatement project design, abatement oversight and re-inspections.

**Bank of America, Asbestos Inspections and Program Development – Western United States (Project Manager: 2005 – 2010)**

Assistant project manager for the development of standardized sampling methods and report templates for an asbestos survey portfolio consisting of full interior and exterior surveys of over 350 banks throughout California. Mr. Landolt was also the primary project manager for this client in Oregon, with experience managing over 100 local asbestos and indoor air quality projects.

**Rite Aid Corporation, Asbestos & Concrete Vapor Emissions – Western United States (Client Manager: 2007 – Present)**

Primary Client manager for Rite Aid Corporation. The scope of work consists of providing standardized asbestos surveys with concrete moisture testing of the floors as well. Responsibilities included proposal and budget development, project management, distribution of projects to various other offices as well as client management and communication.

**Confidential Luxury Hotel/Resort, Asbestos and Microbial Assessment – Kapalua, Maui, Hawaii (Assistant Project Manager: March – September 2007)**

On-site inspection and remediation oversight of a large scale renovation project in Maui, Hawaii. The resort property consisted of a 550-room hotel, and two unattached restaurant buildings that were scheduled for complete renovation. Responsibilities included assisting with the initial asbestos and microbial inspection, as well as being the lead on-site Project Manager overseeing the microbial remediation. Mr. Landolt was also responsible for providing direct project updates and other correspondence to the client on a regular basis.

**Beaverton School District, Storm Water System Management – Beaverton, Oregon (Project Manager: 2006 – Present)**

Project Manager responsible for the District's Storm Water Pollution Control Program. Conducted sampling events, site inspections and updated facility storm water pollution control plans (SWPCP) in coordination with applicable regulations. Responsible for working with regulators to ensure compliance with proper storage and handling of hazardous materials.

**Milgard Windows and Doors, Storm Water System Management – Tualatin, Oregon (Project Manager: 2010 – Present)**

Project Manager responsible for the development of the industrial facilities Storm Water Pollution Control Plan. Conducted sampling events, site inspections and issued action plans in coordination with applicable regulations and the facilities 1200-Z industrial stormwater permit. Also responsible for working with regulators to ensure compliance with proper sampling strategies, as well as the storage and handling of hazardous materials.

REF-387



Ronald A. Landolt, CAC

#### SPECIALIZED TRAINING

- EPA AHERA-Accredited Building Inspector, Management Planner, Project Designer, and Contractor Supervisor
- OSHA 10-Hour Construction Safety Training
- 40-Hour Hazardous Waste Operations and Emergency Response (HAZWOPER)
- OSHA Confined Space Training
- NIOSH 582 Trained Microscopist
- First Aid/CPR Certified (Not current)
- DOT & IATA Department of Transportation's Hazardous Materials' Regulations Certification
- Washington Department of Ecology Dangerous Waste Management Training
- Hazardous/Toxic Waste Management Training
- 16-Hour Microbial Investigations, Assessments and Remediation Training



#### Kacey N. Swindle

##### EDUCATION

B.A., Biology, Hendrix College, 2006  
A.A., Education, Central Baptist College, 2003

##### PROFESSIONAL REGISTRATIONS/CERTIFICATIONS

EPA/AHERA (HIASB-3378) Accredited Asbestos Inspector - Hawaii  
EPA/AHERA (HIASB-3378) Accredited Asbestos Contractor/Supervisor - Hawaii  
EPA/AHERA (HIASB-3378) Accredited Asbestos Project Monitor – Hawaii  
EPA (PB-0509) Certified Lead Inspector – Hawaii  
NIOSH 582 Equivalent Sampling and Evaluating Airborne Asbestos Dust

##### AREAS OF EXPERTISE

Ms. Kacey N. Swindle has technical experience in the following general areas:

- Environmental Assessments and Audits
- Site Remediation Design and Implementation
- Asbestos Surveys
- Microbial Investigations
- Lead Based Paint Inspections
- OSHA Compliance

##### REPRESENTATIVE EXPERIENCE

Ms. Swindle's responsibilities include large and small scale asbestos and lead (Pb) inspections for private, public, commercial and governmental agencies, air monitoring and compliance certification. Ms. Swindle is a certified lead inspector, AHERA inspector, contractor / supervisor, and project monitor.

In addition to asbestos and lead consulting, Ms. Swindle is also proficient in industrial hygiene air monitoring exposure and evaluations, including OSHA compliance and safety program development, as well as indoor air quality studies. Ms. Swindle has performed microbial investigations on multi-family residential and commercial structures. The investigations have encompassed microbial sampling, moisture mapping, project design, and coordination with company senior-level scientists (Ph.D.s, C.I.H.s). Ms. Swindle also performs microbial remediation oversight and post-remediation sampling. She is knowledgeable of construction practices, means, and methods. Ms. Swindle has performed Phase I Environmental Site Assessments including conducting site visits and generating reports.

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ASBESTOS ASSESSMENTS**Kyo-Ya, Ltd., Princess Kaiulani Hotel and Retail Spaces Asbestos Surveys - Honolulu, Hawaii (2013 - 2014)**

Performed asbestos inspections prior to proposed renovation activities. The investigation included sample collection, analysis, square footage estimates and friability status to determine if the materials pose a health risk to workers and the general public. Written reports were issued to the client detailing laboratory findings with regulatory recommendations including health risk assessment.

**Hawaii Pacific University, Aloha Tower Marketplace Asbestos/Lead Paint Surveys - Honolulu, Hawaii (2013 - 2014)**

Performed asbestos/lead paint inspections prior to proposed renovation activities. The investigation included sample collection, analysis, square footage estimates and friability status to determine if the materials pose a health risk to workers and the general public. Written reports were issued to the client detailing laboratory findings with regulatory recommendations including health risk assessment.

**General Growth Properties, Sears Asbestos/Lead Paint Surveys and Abatement Oversight - Honolulu, Hawaii (2012 - 2013)**

Performed asbestos/lead paint inspections and asbestos abatement oversight during demolition activities. The investigation included sample collection, analysis, square footage estimates and friability status to determine if the materials pose a health risk to workers and the general public. Written reports were issued to the client detailing laboratory findings with regulatory recommendations including health risk assessment. Oversight activities included daily asbestos air monitoring, clearance inspections and waste disposal characterizations and laboratory data interpretation to ensure that human health was protected.

**Kyo-Ya, Ltd., Moana Surfrider Hotel Asbestos Surveys - Honolulu, Hawaii (2012 - 2013)**

Performed asbestos inspections and asbestos remediation oversight of during renovation activities. The investigation included sample collection, analysis, square footage estimates and friability status to determine if the materials pose a health risk to workers and the general public. Written reports were issued to the client detailing laboratory findings with regulatory recommendations including health risk assessment. Oversight activities included daily asbestos air monitoring, clearance inspections and waste disposal characterizations and laboratory data interpretation to ensure that human health was protected.

**Kyo-Ya, Ltd., Sheraton Waikiki Hotel Asbestos/Lead Paint Surveys - Honolulu, Hawaii (2011 - 2013)**

Performed asbestos/lead paint inspections and asbestos remediation oversight during renovation activities. The investigation included sample collection, analysis, square footage estimates and friability status to determine if the materials pose a health risk to workers and the general public. Written reports were issued to the client detailing laboratory findings with regulatory recommendations including health risk assessment. Oversight activities included daily asbestos air monitoring, clearance inspections and waste disposal characterizations and laboratory data interpretation to ensure that human health was protected.

**Hilton Hawaiian Village, LLC., Hilton Hawaiian Village Asbestos/Lead Paint Surveys - Honolulu, Hawaii (2011 - 2013)**

Performed asbestos/lead paint inspections and asbestos remediation oversight during renovation activities. The investigation included sample collection, analysis, square footage estimates and friability status to determine if the materials pose a health risk to workers and the general public. Written reports were issued to the client detailing laboratory findings with regulatory recommendations including health risk assessment. Oversight activities included daily asbestos air monitoring, clearance inspections and waste disposal characterizations and laboratory data interpretation to ensure that human health was protected.

LEAD BASED PAINT ASSESSMENTS**Ala Wai Townhouse AOA, Ala Wai Townhouse Lead Based Paint Inspection - Honolulu, Hawaii (2012)**

Performed a lead based paint inspection of the above referenced residential building consisting of one hundred (100) similar dwellings as defined by the State of Hawaii, Environmental Protection Agency (EPA) and United States Department of Housing and Urban Development. A written report was issued to the client detailing findings with regulatory recommendations.

PHASE I ENVIRONMENTAL SITE ASSESSMENTS**Lanai Resorts, LLC, Phase I Environmental Site Assessments – Lanai City, Hawaii (Present).**

Performed Phase I Environmental Site Assessments for the development of various properties within Lanai City, HI. Responsibilities included assisting in the site investigations and report generation.



**DEFINITION OF ENVIRONMENTAL PROFESSIONAL AND RELEVANT  
EXPERIENCE THERETO PURSUANT TO 40 CFR 312**

(1) a person who possesses sufficient specific education, training, and experience necessary to exercise professional judgment to develop opinions and conclusions regarding conditions indicative of releases or threatened releases (see §312.1(c)) on, at, in, or to a property, sufficient to meet the objectives and performance factors in §312.20(e) and (f).

(2) Such a person must: (i) hold a current Professional Engineer's or Professional Geologist's license or registration from a state, tribe, or U.S. territory (or the Commonwealth of Puerto Rico) and have the equivalent of three (3) years of full-time relevant experience; or (ii) be licensed or certified by the federal government, a state, tribe, or U.S. territory (or the Commonwealth of Puerto Rico) to perform environmental inquiries as defined in §312.21 and have the equivalent of three (3) years of full-time *relevant experience*; or (iii) have a Baccalaureate or higher degree from an accredited institution of higher education in a discipline of engineering or science and the equivalent of five (5) years of full-time relevant experience; or (iv) have the equivalent of ten (10) years of full-time relevant experience.

(3) An environmental professional should remain current in his or her field through participation in continuing education or other activities.

(4) The definition of environmental professional provided above does not preempt state professional licensing or registration requirements such as those for a professional geologist, engineer, or site remediation professional. Before commencing work, a person should determine the applicability of state professional licensing or registration laws to the activities to be undertaken as part of the inquiry identified in §312.21(b).

(5) A person who does not qualify as an environmental professional under the foregoing definition may assist in the conduct of all appropriate inquiries in accordance with this part if such person is under the supervision or responsible charge of a person meeting the definition of an environmental professional provided above when conducting such activities.

*Relevant experience*, as used in the definition of environmental professional in this section, means: participation in the performance of all appropriate inquiries investigations, environmental site assessments, or other site investigations that may include environmental analyses, investigations, and remediation which involve the understanding of surface and subsurface environmental conditions and the processes used to evaluate these conditions and for which professional judgment was used to develop opinions regarding conditions indicative of releases or threatened releases (see §312.1(c)) to the Site. TRC personnel resume(s) are included in **Appendix F**.

I declare that, to the best of my professional knowledge and belief, I meet the definition of environmental professional as defined in §312.10 of 40 CFR 312.

I have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. I have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

Signature of  
Environmental  
Professional:



Date: 04/03/14

APPENDIX G

ENVIRONMENTAL PROFESSIONAL STATEMENT