

General Lease

No. 2002

Olaa Sugar Co. Ltd

Flume R-O-W

File in Carton 105

(See Reg Map No 1794)

GENERAL LEASE NO. 2002

THIS INDENTURE Made this 24th day of October A. D. 1929,
between the COMMISSIONER OF PUBLIC LANDS for and on behalf of the
Government of the Territory of Hawaii, of the first part, herein-
after called the Lessor, and

OLAA SUGAR COMPANY, LTD.
Olaa, Puna, Hawaii

of the second part, hereinafter called the Lessee, said Lessee,
being the highest qualified bidder for the lease duly advertised
and sold at public auction in conformity with Section 73 of the
Hawaiian Organic Act and the Laws of the Territory of Hawaii:
WITNESSETH, That for and in consideration of the rents, covenants
and agreements hereinafter reserved and contained, on the part and
behalf of the said Lessee, to be paid, kept and performed, he, the
said Lessor, by virtue of the authority in him vested, has demised
and by these presents does demise and lease unto the said Lessee,
all of that portions of the Government Lands of Olaa, in Puna,
Waiakea, Kaumana and Ponahawai, in South Hilo, Hawaii, being strips
of land 80 feet wide, the center lines of which
are described as follows:

SECTION 1-MAIN FLUME: Right-of-way across the
Government land of Olaa in Puna and Waiakea in
South Hilo.

Being also the flume right-of-way across Olaa
Forest Reserve, Upper Waiakea Forest Reserve
and Waiakea Forest Reserve.

Beginning at the intersection of the centerline of this
right-of-way with the common boundary of Olaa Forest Reserve and
Lot 224, Olaa New Tract Lots, the coordinates of said point of
beginning referred to Government Survey Triangulation Station "Olaa"
being 4827.86 feet South and 29835.52 feet West and running by true
azimuths:-

The first 11 courses of this flume right-
of-way crosses the Olaa Forest Reserve on
the following azimuths and distances:

1. 189° 03' 420.0 feet along the center line of this Right of Way;
2. 188° 37' 100.0 feet along same;
3. 180° 47' 68.0 feet along same;

4. 169° 55' 74.0 feet along same;
5. 159° 57' 80.0 feet along same;
6. 148° 00' 70.0 feet along same;
7. 144° 50' 628.0 feet along same;
8. 142° 05' 70.0 feet along same;
9. 133° 28' 95.0 feet along same;
10. 128° 57' 616.0 feet along same;

TO HAVE AND TO HOLD, all and singular the said premises herein mentioned and described with the appurtenances, unto the said Lessee, for and during the term of twenty-one (21) years, to commence from the 24th day of October A.D. 1929: YIELDING AND PAYING therefore the annual rent of TEN AND 00/100 Dollars (\$10.00). in United States gold coin or currency, payable by equal annual payments in advance, at the office of the Commissioner of Public Lands, in Honolulu, on the 24th day of October of each and every year over and above all taxes, charges and assessments to be levied or imposed thereon by Legislative Authority.

THE LESSEE does hereby Covenant to and with the Lessor, that the said rent shall be paid in manner aforesaid.

AND ALSO, That the Lessee shall and will from time to time during the term of this lease, bear, pay and discharge all taxes, impositions and assessments, ordinary or extraordinary, which may hereafter, at any time during the continuance of the said term, be laid, imposed, assessed or charged on the said demised premises, or any part thereof, or upon any improvements made or to be made thereon.

AND ALSO, That the Lessee shall and will bear, pay and discharge, at its own cost and expense, all costs and charges for fencing the whole or any part of the above described premises, if such fencing shall be required by the Lessor, or should be so required by any law now in force, or that may be hereafter enacted, and shall and will maintain the fences so constructed, or previously constructed, in a stock-proof condition during the full term of this lease, and shall and will indemnify the said Lessor of, from and against all damages, costs, expenses and charges which he or the Government of the Terri-

tory of Hawaii may at any time sustain by reason of any neglect or refusal of the Lessee in the performance of the premises and agreements last aforesaid.

AND ALSO, That the Lessee shall not do or commit, or permit or suffer to be done, any willful or voluntary waste, spoil or destruction, in and upon the above demised premises, or any part thereof or cut down, or permit to be cut down, any trees now growing, or being, or which shall hereafter grow, or be in and upon the above demised premises, or any part thereof, except as special permission for the same may herein be given.

AND ALSO, That the Lessee shall and will at the end, or other sooner determination of the said term hereby granted, peaceably and quietly yield up unto the Lessor all and singular the premises herein demised, with all erections, buildings and improvements of whatever name or nature, now on or which may be hereafter put, set up, erected or placed upon the same, in as good order and condition in all respects (reasonable use, wear and tear excepted), as the same are at present or may hereafter be put by the Lessee.

AND ALSO, That the Lessee shall not demise, let, set or assign over the said premises, or any part thereof, or assign this lease or any interest therein to any person or persons whomsoever, for any term or time whatsoever, without the prior consent in writing of the Lessor.

AND THE LESSOR does hereby covenant to and with the Lessee, that the Lessee shall at all times during the term hereby granted, so long as it shall pay the annual rent, and keep and observe the covenants, conditions and agreements herein contained, peaceably and quietly have, hold, occupy, possess and enjoy all of the said demised premises, and every part and parcel thereof, with the appurtenances.

IT IS MUTUALLY AGREED, That at any time of times during the term of this lease, the land demised, or any part or parts thereof, may at the option of the Lessor, on behalf of the Territory of Hawaii, or any person or persons, corporation or corporations, be withdrawn

from the operation of this lease for homestead or settlement purposes, or for storing, conserving, transporting and conveying water for any purpose, or for reclamation purposes, or for forestry purposes, or for telephone, telegraph, electric power, railway or roadway purposes, or for any public purpose, or for sale for any purpose for which land may be sold under the provisions of Section 73 of the Hawaiian Organic Act as now or hereafter amended, and possession resumed by the Lessor, in which event the land so withdrawn shall cease to be subject to the terms, covenants and conditions of this lease, and the rent hereinabove reserved shall be reduced in proportion to the value of the part so withdrawn.

IT IS ALSO MUTUALLY AGREED AND UNDERSTOOD, in accordance with the Notice of Sale of this lease, dated September 18, 1929, that, should any portion of the land herein leased be used for the cultivation or growing of sugar cane, the Lessee shall, in addition to the rent contained herein, pay to the Territory a rent of Five Dollars (\$5.00) per acre per annum, for the remainder of the term of this lease, on any portion of the land herein leased so cultivated, said additional rent to commence with the first rent due date after planting has commenced. The Lessee shall, within thirty (30) days before the said next rent due date, furnish the Commissioner of Public Lands with a written statement of the area so cultivated and planted.

IT IS ALSO MUTUALLY AGREED AND UNDERSTOOD, in accordance with said Notice of Sale, that the Lessor reserve and it does hereby reserve:

1. - All existing roads and trails and such other right-of-ways that may be required for public uses as may be designated by the Commissioner of Public Lands.
2. - A free right-of-way for its agents and representatives to enter or cross any portion of the lands herein leased, at any time, in the performance of their duties.

PROVIDED ALWAYS, And these presents are upon this condition, that if the rent hereinbefore reserved, shall remain unpaid for thirty days after the same is due; or if the Lessee shall fail to well and truly observe, deep or perform any of the covenants and agreements on its part to be observed, kept and performed, or in case the Lessee shall be adjudged bankrupt, then and from thenceforth, in any of the said cases, it shall be lawful for the Lessor, without warrant or other legal process to enter into and upon the said hereby demised premises,

or any part thereof, in the name of the whole, and the same to have again, repossess and enjoy, as in his first and former estate and right, and thereby terminate this lease.

PROVIDED LASTLY, That the Lessor and Lessee, the successors in office of the said Lessor, and the heirs, executors, administrators and assigns, or the successors and assigns, of the said Lessee, as the case may be, shall be respectively bound by and entitled to the benefit of these presents and to the covenants, conditions and amends therein contained, in like manner as if the words "successors in office" were inserted next after the word "Lessor" throughout and as if the words "heirs, executors, administrators and assigns" or the words "successors and assigns," as the case may be were inserted after the word "Lessee" throughout, so far as the nature of the case will permit and unless the context may require a different construction.

IN WITNESS WHEREOF, the parties hereto have caused this instrument and three other instruments of like date and even tenor herewith to be duly executed upon the day and year first above written

(S) C. T. Bailey
Commissioner of Lands.

OLAA SUGAR COMPANY, LIMITED
Lessee.

(S) By Allen W. Bottonsby
1st President Lessee.

By Ambrose P. Wirtz
1st Treasurer Lessee.