

O. I. _____
L. B. 2898-May 13, 1949
Ad. Bk. 20-11:1
Grant _____
Ex. Or. _____
N. L. 3342
Rev. Pmt. _____

OFFICE OF THE
COMMISSIONER OF PUBLIC LANDS
TERRITORY OF HAWAII

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GENERAL LEASE No. 3 3 4 2

This Indenture OF LEASE, made this 1st day of MARCH, A. D. 1950

by and between the Territory of Hawaii, by its COMMISSIONER OF PUBLIC LANDS, for and on its behalf, party of the first part, hereinafter called the **LESSOR**, and

MUTUAL TELEPHONE COMPANY,
Honolulu, T. H.

party of the second part, hereinafter called the **LESSEE**, the said Lessee being the highest qualified bidder for this lease which was duly advertised and sold at public auction, on the day mentioned above, 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, conditions and agreements hereinafter reserved and contained, including such additional covenants, conditions and agreements contained on separate sheet hereto attached as Schedule B, (if there be one) and made a part hereof, all on the part of the said Lessee to be paid, kept and performed, the said Lessor has demised and by these presents does demise and lease unto the said Lessee all that portion of the Government land of on Kolekole Hill, Papanui Kula, Maui, hereinafter more particularly described on separate sheet hereto attached as Schedule A and made a part hereof and as shown on map also hereto attached and also made a part hereof.

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 1st day of March, A. D. 1950:

YIELDING AND PAYING therefor the annual rent of THIRTY-SIX AND 00/100 Dollars (\$ 36.00), in lawful money of the United States, payable by equal annual payments in advance at the office of the Commissioner of Public Lands, in Honolulu, Oahu, on the 1st of March of each and every year over and above all taxes, charges and assessments to be levied or imposed thereon by Legislative Authority, and subject, moreover, to the further provisions set forth in Schedule C (if there be one) hereto attached and made a part hereof.

THE LESSEE does hereby **COVENANT** with the Lessor that the said rent shall be paid in manner aforesaid, and that all covenants, conditions and agreements herein set forth and all covenants, conditions and agreements contained in any schedules hereto attached will be observed and performed.

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 comply with all laws, ordinances, rules or regulations, federal, territorial, municipal or county, applicable to said premises or the operations conducted thereon, whether now or hereafter put into effect; that the Lessee shall and will bear, pay and discharge without cost to the Lessor, 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 that the Lessee shall and will indemnify the said Lessor and the Commissioner of Public Lands from and against all damages, costs, expenses and charges which he or the Territory of Hawaii may at any time sustain by reason of any neglect or refusal of the Lessee to faithfully observe and perform all or any of the covenants in this paragraph contained.

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 with the Lessee, that the Lessee shall at all times during the term hereby granted, so long as the Lessee 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 appurtenances.

IT IS MUTUALLY AGREED AND UNDERSTOOD, That this Lease, issued in accordance with law, is subject to the following:

- (1) That, the land herein leased, or any part thereof, may at any time during the term of this lease be withdrawn from the operation hereof for homestead or public purposes, in which case the rent herein reserved shall be reduced in proportion to the value of the part so withdrawn; provided, that, with the approval of the Governor and the Board of Public Lands, such withdrawal provision shall not apply to any lease of any lands suitable for the cultivation of sugar cane;
- (2) That, the Lessor may, at any time, with reasonable notice and without compensation, except for improvements taken, take possession of any part of the land covered by this lease which may be required for laying out and constructing new roads or improving or changing the line or grade of old roads, and taking such soil, rock or gravel as may be necessary for the construction or improvement of such roads; provided, that such taking without compensation, shall not extend to such parts of the land herein leased, as are under cultivation with annual crops or sugar cane until such crops have been harvested, nor to such parts of the land herein leased as are planted and cultivated with coffee, fruit trees, or other perennial crops, or permanent improvements, except fences; provided, further, that in lieu of proceeding under this paragraph the Lessor may proceed by the method stated in paragraph (1);
- (3) That any Hawaiian Homes Commission Available Lands, as listed in the Hawaiian Homes Commission Act, 1920, Section 203 (Section 1662 Revised Laws of Hawaii, 1935) as amended, covered by this General Lease, will be withdrawn by the Commissioner of Public Lands for the purpose of said Hawaiian Homes Commission Act, 1920, as required by said Act, Section 204 (2) (Section 1663, Subsection 2, Revised Laws of Hawaii, 1935) as amended upon the Hawaiian Homes Commission giving at its option not less than one (1) nor more than five (5) years' notice of such withdrawal.

IT IS ALSO MUTUALLY AGREED AND UNDERSTOOD, That the Lessor reserves unto itself, its agents and representatives and the agents and representatives of the County or City and County wherein the land herein leased is located, the right to, at any time, in the performance of their duties, enter the land herein leased, for inspection purposes or to cross same to gain access to any adjoining Forest Reserve or other Government lands.

PROVIDED ALWAYS, And these presents are upon these conditions, that if the rent herein reserved shall remain unpaid for thirty (30) days after the same is due, or if the Lessee shall fail to well and truly observe, keep or perform any of the covenants and agreements on the part of the Lessee 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 to take possession of the demised premises without notice, demand or previous entry and with or without legal process and thereby determine the estate created by this lease; and provided, further, that in the event of default in the payment of taxes upon the demised premises for sixty (60) days after such taxes have become delinquent, this lease shall be void, pursuant to Section 1613, Revised Laws of Hawaii 1935.

K A H I K I N U I F O R E S T R E S E R V E

Governor's Proclamation Dated December 22, 1928 (C.S.F. 4902)

AKOIA KEALAHOU-3AND4 L.C.A.W. 8452, Ap. 21
Cor. Mon. 25 7 40° 10' 30" - 466.20
Cor. Mon. 17 7

True North
Scale: 1 in. = 200 ft.

Government Land

VHF Homer Station Site
1.00 ac.

Easement "A"
40 Foot Access Road
0.91 Ac.

Easement "B"
Power Pole Line
(10 feet wide)
0.16 Ac.

CRATER SECTION
Feb. 12, 1927 (C.S.F. 4832)
(Owner)

HAWAII VOLCANO NATIONAL PARK HALEAKALA
Public Act 604
United States of America

Kula District Boundary
Hana District Boundary

Dirt Road

VHF HOMER STATION SITE AND EASEMENTS A AND B
KOLEKOLE HILL
PAPAANUI, KULA, (MAKAWAO), MAUI.
Scale: 1 in. = 200 ft.

Tax Map Key: 2-2-07

SURVEY DEPARTMENT
TERRITORY OF HAWAII

C.S.F. No. 10,729

I.K.H. 2-2-49

SCHEDULE A

DESCRIPTION OF LAND COVERED BY
GENERAL LEASE NO. 3342 TO
MUTUAL TELEPHONE COMPANY

VHF HOMER STATION SITE
Situate on Kolekole Hill
Papaanui, Kula, (Makawao), Maui

Portion of the Government land of Papaanui
within the Kahikinui Forest Reserve
(Governor's Proclamation dated December 22, 1928)

Beginning at the east corner of this parcel of land, the
coordinates of said point of beginning referred to Government
Survey Triangulation Station "KOLEKOLE" being 91.43 feet North
and 100.04 feet East, and running by azimuths measured clockwise
from True South:-

1. 31° 13' 250.00 feet along the remaining portion of the
Government land of Papaanui (Kahikinui
Forest Reserve);
2. 121° 13' 174.24 feet along same;
3. 211° 13' 250.00 feet along same;
4. 301° 13' 174.24 feet along same to the point of beginning.

AREA 1.00 ACRE

Together with Easements A and B as described below:

EASEMENT A -- Access Road 40.00 feet wide extending from the south
boundary of Hawaii Volcano National Park,
Haleakala Crater Section, to the southeast
boundary of VHF Homer Station Site.

Portion of the Government land of Papaanui within the
Kahikinui Forest Reserve (Governor's Proclamation
dated December 22, 1928)

Being a strip of land 40.00 feet wide, extending
20.00 feet on each side of the following described
centerline:

Beginning at the east end of this centerline and on the south boundary of Hawaii Volcano National Park, Haleakala Crater Section, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KOLEKOLE" being 576.64 feet North and 482.78 feet East, and running by azimuths measured clockwise from True South:-

1. On a curve to the left having a radius of 199.34 feet, the chord azimuth and distance being:
72° 15' 31" 77.84 feet;
2. 61° 00' 113.00 feet along tangent;
3. Thence on a curve to the left having a radius of 188.85 feet, the chord azimuth and distance being:
28° 34' 202.56 feet;
4. 356° 08' 150.00 feet along tangent;
5. Thence on a curve to the right having a radius of 257.38 feet, the chord azimuth and distance being:
13° 24' 152.80 feet;
6. 30° 40' 103.00 feet along tangent;
7. Thence on a curve to the right having a radius of 111.92 feet to the southeast boundary of VHF Homer Station Site, the chord azimuth and distance being: 75° 56' 30" 159.04 feet; and the true azimuth and distance from the end of said centerline to Government Survey Triangulation Station "KOLEKOLE" being 190° 19' 107.00 feet.

— AREA 0.91 ACRE —

EASEMENT B -- Power pole line right-of-way 10.00 feet wide extending from the south boundary of Hawaii Volcano National Park, Haleakala Crater Section, to the northeast boundary of VHF Homer Station Site.

Portion of the Government land of Papaanui within the Kahikinui Forest Reserve (Governor's Proclamation dated December 22, 1928)

Being a strip of land 10.00 feet wide and extending for 5.00 feet on each side of the following described centerline:

Beginning at the east end of this centerline and on the south boundary of Hawaii Volcano National Park, Haleakala Crater Section, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KOLEKOLE" being 409.94 feet North and 698.98 feet East, and running by azimuths measured clockwise from True South:-

1. 63° 25' 30" 688.81 feet to the northeast boundary of VHF Homer Station Site.

— AREA 0.16 ACRE —

PROVIDED LASTLY, That the Lessor and Lessee, the successors of the said Lessor, and the heirs, executors, administrators and permitted assigns, or the successors and permitted 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 herein contained, in like manner as if the word "successors" was inserted next after the word "Lessor" throughout and as if the words "heirs, executors, administrators and permitted assigns" or the words "successors and permitted 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; AND ALSO, Should this Lease be with more than one individual as "Lessee," then, and in that case the word "Lessee" herein contained shall mean and automatically be read as "Lessees" throughout as though the word "Lessee" had been changed accordingly throughout, and the said Lessees shall be jointly and severally liable for the faithful performance of this lease.

IN WITNESS, WHEREOF The said Lessor has caused this lease and two other copies of like date and tenor herewith to be duly executed, in its behalf, by its Commissioner of Public Lands under his official seal, this 10th day of April, A. D. 1950, as of the day and year first above written, and said Lessee, should such Lessee be a corporation, has caused its corporate seal to be hereto affixed and its corporate name to be signed by its proper officers thereto duly authorized, this 27th day of March, A. D. 50, also as of the day and year first above written, and should such Lessee be one or more persons, then as such Lessee, has hereunto set his, her or their hand or hands this _____ day of _____, A. D. 19_____, also as of the day and year first above written.

TERRITORY OF HAWAII

By 
Its Commissioner of Public Lands.
MUTUAL TELEPHONE COMPANY

By: W. Choery
ITS PRESIDENT Lessee.

And by: Rehapanua
ITS SECRETARY

~~TERRITORY OF HAWAII,
County of _____ } ss.
City and _____
On this _____ day of _____, A. D. 19_____, before me personally appeared _____, Commissioner of Public Lands of the Territory of Hawaii, to me known to be the person who executed the foregoing instrument, under his official seal, and acknowledged that he executed the same, as his free act and deed as such Commissioner of Public Lands, on behalf of the Territory of Hawaii.~~

~~Notary Public, _____
Judicial Circuit, Territory of Hawaii.~~

TERRITORY OF HAWAII,
County of _____ } ss.
City and _____
On this _____ day of _____, A. D. 19_____, before me personally appeared _____ to me known to be the person... described in and who executed the foregoing instrument and acknowledged that _____ executed the same as _____ free act and deed.

Notary Public, _____
Judicial Circuit, Territory of Hawaii.

Written by hlb
Checked by js