Portion of Roy. Map #2040 DR-2420
Dec. 1901
Scale: 1:12,000
See DSR-1079
COMMISSION OF PUBLIC LANDS,  
TERRITORY OF HAWAII

EXHIBIT E-5

WASHINGTON COMPANY

This Indenture, Made this 29th day of A.D. 1920, between WAHAWAH COMPANY for and on behalf of the Government of the Territory of Hawaii, of the first part and behalf of the said Lessee its executors, administrators and assigns, and

Hawaii, as the said Grantor, hereinafter called the Lessor, and

WAIANAIE COMPANY, of the second part, hereinafter called the Lessee:

Witnesseth, That for and in consideration of the rents, covenants and agreements hereinafter reserved and contained, on the part of the said Lessor, by virtue of the authority, in him vested, has demised and by these presents do demise and lease unto the said Lessee all of the following described portion of the government land of Waihanaie, Waihanaie, Oahu:

Part 1. Beginning at the South corner of this tract of land at a + marked on coral, at the Southeast corner of Lot 9 of Grant 4601, to N W. von Holt, from which point, Makahiki Trig. Station bears by true azimuths 128° 41', and is distant 11,335 feet, and running by true azimuths:

1. 128° 41' 3259.5 feet along Grant 4601 to a point which bears 128° 41' 04.9 feet from an iron block at gate;
2. 128° 08' 1049.5 feet along Government land to iron pipe;
3. 128° 15' 597.0 feet along Government land to iron pipe;
4. 204° 10' 669.5 feet along Government land to iron pipe;
5. 840° 07' 549.0 feet along Government land to iron pipe;
6. 103° 41' 1286.0 feet along Government land to iron pipe;
7. 167° 35' 641.0 feet along Government land to iron pipe;
8. 142° 09' 745.0 feet along Government land to iron pipe;
9. 51° 00' 588.5 feet along Government land to iron pipe;
10. 51° 15' 589.5 feet along Government land to iron pipe;
11. 139° 20' 699.5 feet along Government land to iron pipe;
12. 77° 25' 281.5 feet along Government land to iron pipe;
13. 77° 25' 683.5 feet along Government land to iron pipe;
14. 61° 27' 435.0 feet along Government land to iron pipe;
15. 32° 23' 832.5 feet along Government land to iron pipe;
16. 104° 50' 116.5 feet along Government land to iron pipe;
17. 206° 46' 115.0 feet along Government land to point at corner of fence on South side of storm ditch;
18. 23° 10' 167.5 feet along Government land along fence on South side of storm ditch;
19. 23° 10' 92.0 feet along Government land along fence on South side of storm ditch;
20. 23° 10' 120.0 feet along Government land along fence on South side of storm ditch, to corner of fence, South of Waihanaie Co. Railroad;
21. 23° 40' 27.0 feet across Waihanaie Co. railroad to point on makai abutment of bridge;
22. 173° 25' 24.0 feet along Government land to the East line of Lualualei Homestead Lot 20, E11;
23. 207° 25' 225.0 feet along Lualualei Homestead Lot No. E11 to railroad post;
24. 227° 55' 494.5 feet along Waihanaie Co. Camp Site 12 to end galv. spike driven in coral;
25. 226° 47' 182.5 feet along Waihanaie Co. Camp Site;
26. 226° 47' 150.0 feet along Waihanaie Co. Camp Site to an iron pipe at the Southeast corner of the Camp Site, the coordinates of which pipes referred to Hauhee mauka Trig. Station are 325.67 feet South and 237.20 feet East;
27. 254° 14' 614.0 feet along Government land to iron pipe;
28. 254° 14' 330.0 feet along Government land to iron pipe;
29. 130° 14' 690.0 feet along Government land to iron pipe;
30. 207° 25' 645.0 feet along Government land to iron pipe;
31. 254° 16' 557.5 feet along Government land to iron pipe;
To have and to hold, All and singular, the said premises above mentioned and described with the appurtenances, unto the said Lessee, executors, administrators and assigns, for and during the term of... years, to commence from the... day of... A. D. 1921...

Paying and Paying therefor the annual rent of... Dollars in United States gold coin, payable by equal... payments in advance, at the office of the Commissioner of Public Lands, in Honolulu, on... and... of July... over and above all taxes, charges and assessments to be levied or imposed thereby by Legislative Authority.

The Lessee, executors, administrators and assigns do hereby Covenant to and with the Lessor and his successors in office; that the said rent shall be paid in manner aforesaid, and that the Lessee, executors, administrators and assigns, shall and will from time to time during the term of this lease, bear, pay and discharge all taxes, charges, 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, executors, administrators and assigns, shall and will bear, pay and discharge, all cost and expense, all costs and charges for fencing the whole or any part of the above described premises, or any part thereof, or out 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, 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 will at the end, or other sooner determination of the said term hereby granted, peaceably and quietly yield up unto the Lessor or his successors in office, all and singular the premises herein demised with all erections, buildings and improvements of whatever name or nature, now or on 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, executors, administrators or assigns.

And Also, That the Lessee, executors, administrators or assigns, 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 cause or suffer to be done, any tree 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 will at the end, or other sooner determination of the said term hereby granted, peaceably and quietly yield up unto the Lessor or his successors in office, all and singular the premises herein demised with all erections, buildings and improvements of whatever name or nature, now or on 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, executors, administrators or assigns.

And Also, That the Lessor, For himself and his successors in office, do hereby covenant to and with the Lessee, executors, administrators and assigns, that the Lessee, executors, administrators and assigns, shall at all times during the term hereby granted, so long as... shall pay the annual rent, and keep and observe the covenants, conditions and agreements hereinafter 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 or 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 itself or any person or persons, corporation or corporations, acting under its authority or with its consent, 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 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 land so withdrawn.
33. 225° 40' 350.5 feet along Government land to iron pipe; 34. 242° 41' 500.0 feet along Government land to iron pipe; 35. 233° 13' 553.5 feet along Government land to iron pipe; 36. 272° 52' 930.0 feet along Government land to iron pipe; 37. 215° 52' 599.0 feet along Government land to iron pipe; 38. 289° 14' 731.0 feet along Government land to iron pipe; 39. 225° 39' 123.0 feet along Government land to iron pipe; 40. 318° 46' 21.0 feet along Government land crossing storm ditch to iron pipe; 41. 6° 10' 517.0 feet along Government land to iron pipe; 42. 72° 00' 206.0 feet along Government land to iron pipe; 43. 107° 52' 502.0 feet along Government land to iron pipe; 44. 30° 50' 1648.0 feet along Government land to iron pipe; 45. 209° 55' 870.0 feet along Government land to iron pipe; 46. 227° 15' 740.0 feet along Government land to iron pipe; 47. 265° 07' 1728.5 feet along Government land to iron pipe; 48. 289° 25' 103.0 feet along Camp Site; 49. 1° 49' 467.6 feet along 12.5 feet makai of center line of flumes to a galv. pipe on the mauka side of the flume bears by azimuth 205° 47' 40.3 feet; from said iron pipe the following Trig. Stations bear by true azimuths: Maililii: 94° 35' 10" 11849.6 feet; Paheheh mauka 121° 25' 30" 10889.3 feet; Kuwai: 159° 5' 00" 11969.9 feet; Pua o Hulu: 28° 52' 40" 10471.5 feet; 50. 21° 19' 326.4 feet along ditch to a galv. pipe on the lower side of the ditch; 51. 86° 25' 1580.0 feet along Government land; 52. 61° 12' 781.0 feet along Government land; 53. 100° 25' 713.0 feet along Government land; 54. 355° 40' 250.0 feet along Government land; 55. 28° 59' 664.0 feet along Government land; 56. 4° 40' 825.0 feet along Government land; 57. 255° 10' 77.0 feet along Government land; 58. 248° 29' 3539.0 feet along Government land; 59. 56° 05' 464.0 feet along 80° 87' Grant 4751, to the point of beginning.

Containing a total outside area of 499.5 Acres.

Less area of coral waste land, storm ditch, Railway right of way, and flume right of way = = = = = 46.4 Acres.

AREA OF CANE LAND = = = = = = = = = = = = = = = = = = = 443.1 Acres.

Part Z. "Beginning at a galvanized pipe on the line of Grant 4751 to H. K. von Holt, said pipe being at the corner of Land Court Petition No. 150, O. St. John Gilbert et al. From this iron block the following Trig. Stations bear by true azimuths and are distant:

Maililii: 137° 17' 40" 12770.7 feet; Pua o Hulu (mauka): 40° 40' 20" 2819.8 feet;
Kuwaile 165° 00' 10" 15965.6 feet;

and running by true azimuths:

1. 56° 05' 1474.0 feet along Grant 4751 to an iron pipe on the mauna side of the ditch right of way;
2. 170° 19' 427.3 feet along the mauna side of ditch right of way to galv. pipe;
3. 181° 18' 1455.1 feet along same to galv. pipe;
4. 185° 09' 252.8 feet along same to galv. pipe;
5. 245° 47' 724.5 feet along same to galv. pipe;
6. 266° 45' 461.7 feet along same;
7. 279° 33' 74.6 feet along same to galv. pipe;
8. 269° 34' 113.5 feet along same to galv. pipe;
9. 1° 16' 826.2 feet along flume right of way to iron pipe;
10. 1° 21' 1050.8 feet along flume right of way to iron pipe;
11. 320° 02' 165.6 feet along flume right of way to the point of beginning.

Containing an area of 69.9 Acres.

Area of Cane Land Part 1 .......... 443.1 Acres
Area of Cane Land Part 2 .......... 69.9 Acres

TOTAL AREA OF CANE LAND PARTS 1 & 2 .... 513.0 Acres.
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, its executors, administrators or assigns shall fail to well and truly observe, keep or perform any of the covenants and agreements on its part to be observed, kept and performed, or in case the Lessee, its executors, administrators or assigns shall be adjudged bankrupt, then and from thenceforth, in any of the said cases, it shall be lawful for the Lessor, and his successors in office, 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 their first and former estate and right, and thereby terminate this lease.

In Witness Whereof, The parties to these presents have hereunto and to another instrument of like date and tenor set their hands and seals the day and year first above written.

[Signature]
Commissioner of Public Lands.

[Signature]
By.
Vice-President.

[Signature]
By...
Secretary.

[Signature]
By...
Secretary.
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, its executors, administrators or assigns shall fail to

Territory of Hawaii,
City and County of Honolulu.

On this 17th day of August, A.D. 1920, personally appeared before me C. T. BAILEY, Commissioner of Public Lands of the Ter-
ritory of Hawaii, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed
the same as his free act and deed, as each Commissioner.

Notary Public, First Judicial Circuit,
Territory of Hawaii.

Signed, Sealed and Delivered in Presence of:

[Signatures]
KNOW ALL MEN BY THESE PRESENTS:

That the TERRITORY OF HAWAII, by its Commissioner of Public Lands, B. G. Rivenburgh, hereinafter called the Licensor, does hereby grant unto the ALGAROBA FEED COMPANY, LIMITED, an Hawaiian corporation, hereinafter termed the Licensee, a license, right, privilege and authority to go upon that certain parcel of land known as Lot B, Lualua'i, Waianae, Oahu, containing an area of 470 acres, more or less, and hereinafter more particularly described, for the purpose of gathering algaroba beans thereon.

The land covered by this license is more particularly described as follows:

Beginning at the South corner of this tract, at the South-west corner of Government Lease No. 983 to Waianae Company, on the Northeast boundary of Lot 9, Grant 4751 to H. M. von Holt; from said point of beginning the true azimuth and distance to Government Survey Trig. Station "Kailili" is 128° 41' 6065.5 feet, as shown on Government Survey Registered Map No. 2359, and running by true azimuths:

1. 232° 03' 1049.6 feet along Government land leased to Waianae Company to an iron pipe;
2. 182° 15' 997.0 feet along same to an iron pipe;
3. 204° 18' 669.5 feet along same to an iron pipe;
4. 240° 07' 349.0 feet along same to an iron pipe;
5. 166° 41' 1279.0 feet along same to an iron pipe;
6. 137° 13' 841.0 feet along same to an iron pipe;
7. 148° 09' 749.0 feet along same to an iron pipe;
8. 81° 00' 583.6 feet along same to an iron pipe;

EXHIBIT E-6
9. 68° 13' 689.5 feet along same to an iron pipe;
10. 139° 32' 599.3 feet along same to an iron pipe;
11. 112° 58' 868.5 feet along same to an iron pipe;
12. 77° 35' 281.5 feet along same to an iron pipe;
13. 61° 37' 422.0 feet along Government land leased to Waianae Company to an iron pipe;
14. 90° 43' 226.5 feet along same to an iron pipe;
15. 120° 59' 314.5 feet along same to an iron pipe;
16. 139° 59' 114.6 feet along Government land to a point on the South side of storm ditch;
17. 120° 25' 167.6 feet along South side of storm ditch;
18. 93° 08' 292.0 feet along same;
19. 88° 22' 291.0 feet along same;
20. 79° 38' 461.6 feet along same;
21. Thence Southwesterly along a line parallel to and 50 feet distant from the center line of the Waianae Company's railroad track to a point on the Northeast boundary of Grant 4761 to H. M. von Holt, the direct azimuth and distance being: 55° 24' 1613.4 feet;
22. 308° 41' 6900.0 feet, more or less, along Grant 4761 to H. M. von Holt to the point of beginning.

This license shall not be construed as including any kuleanas located within the boundaries of the land above described.

The term of said license shall be for ten (10) years from February 17, 1913.

The Licensee shall pay to the Commissioner of Public Lands, for said license and permission, the sum of SEVENTY DOLLARS ($70.00) per annum, payable semi-annually in advance.

No trees or shrubs shall be cut on or removed from said land by the Licensee, except under the supervision of and
with the written consent of the Bureau of Agriculture and Forestry, and the Licensee shall be held strictly responsible for any trees or shrubs cut or removed without such permission or supervision.

No right, authority, privilege or license granted herein shall be assigned or in any manner transferred for the whole or any part of the term hereof without the written consent of the Commissioner of Public Lands.

This license may be terminated by either party upon six (6) months’ notice in writing.

IN WITNESS WHEREOF, the Licensor has caused its name to be hereunto subscribed by its Commissioner of Public Lands, by and with the approval of the Governor, this 26th day of November, 1917.

TERRITORY OF HAWAII,

By, Commissioner of Public Lands:

APPROVED:

GOVERNOR OF HAWAII.
with the written consent of the Bureau of Agriculture and Forestry, and the Licensee shall be held strictly responsible for any trees or shrubs cut or removed without such permission or supervision.

No right, authority, privilege or license granted herein shall be assigned or in any manner transferred for the whole or any part of the term hereof without the written consent of the Commissioner of Public Lands.

This license may be terminated by either party upon six (6) months' notice in writing.

IN WITNESS WHEREOF, the Licensee has caused its name to be hereunto subscribed by its Commissioner of Public Lands, by and with the approval of the Governor, this 7th day of November, 1917.

TERRITORY OF HAWAII,
City and County of Honolulu,

On this 7th day of November, A. D. 1917, before me personally appeared B. G. RIVENBURGH, Commissioner of Public Lands of the Territory of Hawaii, to me known to be the person who executed the foregoing instrument in behalf of the Territory of Hawaii, and acknowledged that he executed the same as the free act and deed of the said Territory of Hawaii.

Notary Public
First Judicial District.
KNOW ALL MEN BY THESE PRESENTS:

That the TERRITORY OF HAWAII, by its Commissioner of Public Lands, B. G. RIVENBURG, hereinafter called the Licensor, does hereby grant unto the Sandwich Islands Honey Company, Limited, an Hawaiian corporation, hereinafter termed the Licensee, a license, right, privilege and authority to go upon that certain parcel of land situate at Dauluaie, Waimana, Oahu, containing an area of 785 acres, more or less, and hereinafter more particularly described, for the purpose of gathering algaroba beans and locating bee hives thereon.

The land covered by this license is more particularly described as follows:

Beginning at a galvanized pipe, on the line of Grant 4751 to E. M. von Holt, said pipe being azimuth 56° 05' and distant 88.8 feet from the Iron Block marked 1, said Iron Block being at the corner of Land Court Petition No. 120 to O. St. Gilbert et al., and running by true azimuths:

1. 140° 02' 165.6 feet along Apana 2 of General Lease 885;
2. 256° 22' 372.7 feet along Apana 1 of General Lease 885;
3. 12° 16' 1453.1 feet along Apana 1 of General Lease 885, grant to E. M. von Holt;
4. 145° 10' 229.0 feet along Apana 1 of General Lease 885, grant to E. M. von Holt;
5. 168° 29' 427.2 feet along Apana 2 of General Lease 885, grant to E. M. von Holt;
6. 256° 22' 283.0 feet along Apana 1 of General Lease 885, grant to E. M. von Holt;
7. 135° 10' 288.0 feet along Apana 1 of General Lease 885, grant to E. M. von Holt;
8. 135° 10' 288.0 feet along Apana 1 of General Lease 885, grant to E. M. von Holt;
9. 256° 22' 283.0 feet along Apana 1 of General Lease 885, grant to E. M. von Holt;
10. 256° 22' 283.0 feet along Apana 1 of General Lease 885, grant to E. M. von Holt;
11. 12° 16' 1453.1 feet along Apana 1 of General Lease 885, grant to E. M. von Holt;
12. 12° 16' 1453.1 feet along Apana 1 of General Lease 885, grant to E. M. von Holt;
13. 12° 16' 1453.1 feet along Apana 1 of General Lease 885, grant to E. M. von Holt;
14. 12° 16' 1453.1 feet along Apana 1 of General Lease 885, grant to E. M. von Holt;
15. 12° 16' 1453.1 feet along Apana 1 of General Lease 885, grant to E. M. von Holt;
16. 12° 16' 1453.1 feet along Apana 1 of General Lease 885, grant to E. M. von Holt;
17. 12° 16' 1453.1 feet along Apana 1 of General Lease 885, grant to E. M. von Holt;
18. 12° 16' 1453.1 feet along Apana 1 of General Lease 885, grant to E. M. von Holt;
19. 12° 16' 1453.1 feet along Apana 1 of General Lease 885, grant to E. M. von Holt;
20. 12° 16' 1453.1 feet along Apana 1 of General Lease 885, grant to E. M. von Holt;

EXHIBIT E-7
21. 201° 38' 255.4 feet along General Lease 887 Apana 1 to a galvanized pipe, 12.5 feet makai of the center line of the flume; from this galvanized iron pipe an iron pipe on the makai side of the flume bears by azimuth 205° 47' 40.3 feet, and from said iron pipe the following trig. Stations bear by true azimuths:

<table>
<thead>
<tr>
<th>Station</th>
<th>Azimuth</th>
<th>Distance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maililiili</td>
<td>94° 25' 10&quot;</td>
<td>11849.6 feet</td>
</tr>
<tr>
<td>Pahuehe Hauka</td>
<td>121° 25' 30&quot;</td>
<td>10899.5 feet</td>
</tr>
<tr>
<td>Ewale</td>
<td>159° 05' 00&quot;</td>
<td>11969.9 feet</td>
</tr>
<tr>
<td>Pau o Hulu Hauka</td>
<td>25° 58' 30&quot;</td>
<td>10471.5 feet</td>
</tr>
</tbody>
</table>

22. 181° 48' 467.6 feet along 12.5 feet makai of center line of flume;

23. 87° 28' 100.0 feet along camp site;

24. 82° 07' 1728.5 feet along General Lease 887, Apana 1;

25. 57° 15' 740.0 feet

26. 128° 55' 670.0

27. 210° 55' 870.0

28. 129° 55' 870.0

29. 287° 52' 503.0

30. 186° 10' 617.0

31. 126° 45' 21.0

22. 181° 48' 467.6 feet along 12.5 feet makai of center line of flume; crossing storm ditch;

22. 57° 29' 125.0 feet along General Lease 887, Apana 1;

23. 108° 14' 721.0

24. 128° 22' 590.0

25. 92° 52' 930.0

26. 57° 13' 525.0

27. 65° 42' 599.0

28. 48° 40' 350.5

29. 148° 50' 267.5

30. 127° 25' 720.0

29. 45° 13' 402.0

30. 57° 52' 930.0

31. 92° 52' 930.0

32. 108° 14' 721.0

33. 128° 22' 590.0

34. 92° 52' 930.0

35. 57° 13' 525.0

36. 65° 42' 599.0

37. 48° 40' 350.5

38. 148° 50' 267.5

39. 127° 25' 720.0

40. 45° 13' 402.0

41. Up along south side of Mokilua Road to the west edge of Kualalai Road, the direct azimuths and distance being: 249° 50' 6010 feet;

42. 249° 25' 245.0 feet along Kualalai Road;

43. 172° 01' 7994.7 feet along Kualalai Road;

44. 56° 05' 1853.8 feet along L. C. P. 120 O. S. Gilbert to the point of beginning.

Area 785 Acres, more or less.

Excepting and reserving 25 foot right-of-way for flume Part 1 and 50 foot right-of-way for flumes, Parts 5 and 6.

This license shall not be construed as including any kuleanas located within the boundaries of the land above described.
The term of said license shall be for Ten (10) years from February 1st, 1918.

The Licensee shall pay to the Commissioner of Public Lands, for said license and permission, the sum of FIFTY DOLLARS ($50.00) per annum, payable semi-annually in advance on the 1st day of February and the 1st day of August of each and every year during the continuance of this license.

No trees or shrubs shall be cut on or removed from the said land by the Licensee, except under the supervision of and with the written consent of the Superintendent of Forestry, and the Licensee shall be held strictly responsible for any trees or shrubs cut or removed without such permission or supervision. The resultant wood is to be paid for by the Licensee at the rate of Fifty Cents (50¢) per cord for wood four inches and under in diameter, and Two and 50/100 Dollars ($2.50) per cord for wood above four inches in diameter.

No right, authority, privilege or license granted herein shall be assigned or in any manner transferred for the whole or any part of the term hereof without the written consent of the Commissioner of Public Lands.

This license may be terminated by either party upon six (6) months' notice in writing.

IN WITNESS WHEREOF, the Licensor has caused its name to be hereunto subscribed by its Commissioner of Public Lands, by and with the approval of the Governor, this 18th day of January, 1918.

TERRITORY OF HAWAII,

APPROVED:

[Signature]
Commissioner of Public Lands.

[Signature]
Governor of Hawaii.
KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the Territory of Hawaii, acting by and thru C. T. BAILEY, its Commissioner of Public Lands, with the consent and approval of the Governor and of the Board of Public Lands of said Territory, hereinafter called the LICENSOR, and

WHEREAS, the Licensor did duly advertise for sale at public auction at the front door of the Capitol Building in Honolulu in said Territory, on the 25th day of February A. D. 1921, a license to cut and remove algaroba wood from a portion of the public land of Lualualei, Waianae, hereinafter described, and

WHEREAS, at the time and place aforesaid, said license was duly sold at public auction to DANIEL H. HOOLOPA and WILLIAM KEEPI, hereinafter called the LICENSEES, they there and then being the highest bidders therefor,

NOW THEREFORE, in consideration of the payment of the sum of FIFTY DOLLARS ($50.00), the receipt of which sum is hereby acknowledged, same being the advertised fee for the six (6) months' period to August 21, A. D. 1921, and the further consideration of the covenants and agreements and subject to the terms, conditions, and reservations hereinafter contained on the part of the Licensees to be observed and performed, the Licensor does hereby grant unto the Licensees, for the term of THREE (3) YEARS from February 25, A. D. 1921, the license, right, privilege, and authority to enter upon, cut, and remove algaroba wood from that portion of the public land situate at Lualualei, Waianae, Oahu, and more particularly described as follows:

EXHIBIT E-8
Beginning at a galvanized pipe, on the line of Grant 4751 to H. M. von Holt, said pipe being azimuth 56° 05' and distant 66.8 feet from the Iron Block marked 1, said Iron Block being at the corner of Land Court Petition No. 120, O. St. Gilbert et al., and running by true azimuths:

1. 140° 02' 165.6 feet along Ap. 2 of General Lease 882;
2. 192° 21' 1060.6 feet along Ap. 2 of General Lease 882;
3. 161° 16' 826.2 feet along Ap. 2 of General Lease 882;
4. 59° 24' 113.5 feet along Ap. 2 of General Lease 882;
5. 95° 22' 74.6 feet along Ap. 2 of General Lease 882;
6. 66° 43' 461.7 feet along Ap. 2 of General Lease 882;
7. 65° 47' 724.6 feet along Ap. 2 of General Lease 882;
8. 15° 05' 391.3 feet along Ap. 2 to General Lease 882;
9. 1° 46' 262.6 feet along Ap. 2 to General Lease 882;
10. 1° 16' 1453.1 feet along Ap. 2 to General Lease 882;
11. 350° 19' 427.3 feet along Ap. 2 to General Lease 882;
12. 56° 05' 1367.9 feet along Grant 4751 to H. M. Von Holt;
13. 168° 29' 3529.0 feet along General Lease 883, apana 1;
14. 82° 10' 79.0 feet along General Lease 883, apana 1;
15. 184° 40' 826.0 feet along General Lease 883, apana 1;
16. 219° 30' 664.0 feet along General Lease 883, apana 1;
17. 176° 40' 256.0 feet along General Lease 882, apana 1;
18. 280° 25' 716.0 feet along General Lease 882, apana 1;
19. 241° 12' 781.0 feet along General Lease 882, apana 1;
20. 260° 25' 1380.0 feet along General Lease 883, apana 1;
21. 201° 15' 3264 feet along General Lease 882, apana 1; to a galvanized pipe, 12.5 feet; makai of the center line of the flume; from this galvanized pipe, an iron pipe on the mauka side of the flume bears by azimuth 206° 47' 40.2 feet; from said iron pipe the following Trig. Stations bear by true azimuths:
22. Maililii

Peheehee Laaua  104° 25' 10" 11649.6 feet
Luwale  121° 25' 70" 10999.3 feet
Kuu o Hula Laaua  159° 05' 00" 11969.9 feet

22. 161° 48' 467.6 feet along 12.5 feet makai of center line of flume;

23. 87° 28' 100.0 feet along camp site;

24. 83° 07' 1728.6 feet along General Lease 882, Apana 1;

25. 57° 15' 740.0 feet along General Lease 852, Apana 1;

26. 129° 55' 870.0 feet along General Lease 882, Apana 1;

27. 210° 50' 1648.0 feet along General Lease 882, Apana 1;

28. 287° 52' 503.0 feet along General Lease 882, Apana 1;

29. 252° 00' 306.0 feet along General Lease 882, Apana 1;

30. 186° 10' 517.0 feet along General Lease 882, Apana 1;

31. 125° 45' 21.0 feet along General Lease 882, Apana 1; crossing storm ditch;

32. 52° 39' 122.0 feet along General Lease 882, Apana 1;

33. 109° 14' 721.0 feet along General Lease 882, Apana 1;

34. 125° 52' 599.0 feet along General Lease 882, Apana 1;

35. 92° 52' 920.0 feet along General Lease 882, Apana 1;

36. 55° 13' 532.5 feet along General Lease 883, Apana 1;

37. 62° 41' 509.0 feet along General Lease 882, Apana 1;

38. 45° 40' 250.5 feet along General Lease 882, Apana 1;

39. 145° 50' 367.5 feet along General Lease 882, Apana 1;

40. 127° 35' 720.0 feet along General Lease 882, Apana 1 and to South side of Mikilua Road; thence

41. Up along south side of Mikilua Road to the west edge of Lualualei Road, the direct azimuths and distance being: 249° 50' 6010 feet;

42. 249° 35' 245.0 feet along Lualualei Road;

43. 245° 01' 7994.7 feet along Lualualei Road;

44. 55° 05' 1852.8 feet along L.C.P. 130 O. St. Gilbert to point of beginning.

Area 695 Acres, more or less.
Excepting and reserving therefrom the 25 foot right-of-way for Part 1 Flume, and the 20 foot rights-of-way for Parts 5 and 6 Flumes, which cross this tract, and as shown on plan hereto attached and made a part hereof, and as described in General Lease No. 860 on file in the Office of the Commissioner of Public Lands.

Also excepting and reserving therefrom the reservoir or series of reservoirs within this tract.

The Licensees, their servants and employees, may enter upon, pass and repass over said lands for the purpose of cutting and removing algaroba wood from the land above mentioned, but nothing herein contained, shall be construed to confer upon said Licensees any right or interest upon or to said lands beyond such as may be necessary for the purposes of this license.

The Licensees shall exercise their rights and privileges hereunder in such a manner as to avoid as far as possible unnecessary damage, nuisance or waste upon said land, and no right, authority, privilege or license granted herein shall be assigned or in any manner transferred for the whole or any part of the term hereof, without the written consent of the Licensor.

The Licensees shall pay to the Commissioner of Public Lands, for the aforesaid license or privilege, the fixed sum of ONE HUNDRED DOLLARS ($100.00) per annum, payable semi-annually in advance; and the sum of TWENTY DOLLARS AND FIFTY CENTS ($20.50) per cord for all wood that may be cut during the term of this license, payable quarterly; and the licensees shall render to the Commissioner of Public Lands, and to the Superintendent of Forestry, at the end of each month, a statement of the amount of wood cut during the month.

The Licensees agree that all wood cut, shall be cut in accordance with the methods and by the rules and regulations prescribed by the Superintendent of Forestry, which rules are as follows:
"Rules for Thinning Algaroba Forests:

"The object in making the thinning in the algaroba forest is to improve the remaining forest by securing a spacing of desirable trees to be left which will promote individual tree development and the greatest production of flowers and beans, as well as to clear up the brush so that the pods can be readily gathered.

"No cutting may begin until the Superintendent of Forestry or his agent has selected and designated on the ground the cutting area, has marked a sample area showing how the trees to be left are to be selected, and has given permission in writing for cutting to begin.

"The trees to be left will be marked by a blaze and must under no circumstances be cut. All remaining trees on the designated area over three inches in diameter at 4½ feet above the ground must be cut.

"The trees to be marked for leaving will be the most substantial, straight, well-formed and healthy trees and will be selected so that they will not be closer than 20 feet, or more distant apart than 20 feet, and as evenly distributed over the area as possible.

"Trees to be removed must be cut as close to the ground as possible in order to avoid waste, and no stump should be cut higher than 4 four inches above the ground.

"All brush resulting from the cutting, including tops and small limbs, must be burned at once, while green, in small piles so that the trees which are left will not in any manner be injured by the burning. None of the brush piles should be higher than 4 feet and must be burned as far away as possible from all living trees.

"Violation of these rules will be sufficient cause for revoking permission to cut."

The licensor reserves the right to revoke the privileges herein granted, to cancel and terminate this license upon giving the licensees SIX (6) MONTHS written notice.
IN WITNESS WHEREOF, the Licensor has caused its name to be subscribed hereunto by Charles T. Bailey, the Land Commissioner, by and with the approval of the Governor, and the Licensees have signed this instrument, signifying their acceptance of the terms and conditions contained herein, this 29th day of June, A. D. 1921.

TERRITORY OF HAWAII

By

C. T. Bailey
Commissioner of Public Lands.

Daniel K. Hoolahee

William He Kipi

APPROVED:

J. J. McCarthy,
Governor of the Territory of Hawaii.

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

On this 29th day of June A. D. 1921, before me personally appeared C. T. Bailey, Commissioner of Public Lands of the Territory of Hawaii, to me known to be the person who executed the foregoing instrument in behalf of the Territory of Hawaii, and acknowledged that he executed the same as the free act and deed of the said Territory of Hawaii.

Rachel C. Sullivan
Notary Public, First Judicial Circuit, Territory of Hawaii.
CITY AND COUNTY OF HONOLULU

TERRITORY OF HAWAII

On this 29th day of June A. D. 1921, before me personally appeared DANIEL K. KOLOPA and WILLIAM KEMIPI, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed.

[Signature]
Notary Public, First Judicial Circuit, Territory of Hawaii.
KNOW ALL MEN BY THESE PRESENTS: That the TERRITORY OF HAWAII, by C. T. Bailey, its Commissioner of Public Lands, hereinafter called the LICENSOR, for the considerations hereinafter set forth, does hereby grant unto GEORGE M. YAKADA, KANICHI OKI and UMEEKICHI FUKAMACHI, hereinafter called the LICENSEES, a licence, privilege and authority to cut and remove algaroba wood from that tract of Government land known as the Lualualei Tract, situated in Lualualei, District of Waianae, Oahu, Territory of Hawaii, and more particularly described as follows:

Beginning at a galvanized pipe, on the line of Grant 4751 to H. M. von Holt, said pipe being azimuth 56° 05' and distance 88.8 feet from the Iron Block marked 1., said Iron Block being at the corner of Land Court Petition No. 130, O. St. Gilbert et al., and running by true azimuths:

<table>
<thead>
<tr>
<th>Step</th>
<th>Azimuth</th>
<th>Distance</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>140° 02'</td>
<td>165.6 feet along Apana 2 of General Lease 883;</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>192° 21'</td>
<td>1080.8</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>181° 16'</td>
<td>826.2</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>89° 34'</td>
<td>113.5</td>
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<tr>
<td>5</td>
<td>99° 33'</td>
<td>74.6</td>
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</tr>
<tr>
<td>6</td>
<td>86° 43'</td>
<td>461.7</td>
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<tr>
<td>7</td>
<td>65° 47'</td>
<td>724.6</td>
<td></td>
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<tr>
<td>8</td>
<td>13° 05'</td>
<td>391.3</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>1° 48'</td>
<td>262.8</td>
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</tr>
<tr>
<td>10</td>
<td>1° 16'</td>
<td>1453.1</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>350° 19'</td>
<td>427.3</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>56° 05'</td>
<td>1367.9</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>168° 29'</td>
<td>3539.0</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>82° 10'</td>
<td>7990</td>
<td></td>
</tr>
</tbody>
</table>

EXHIBIT E-9
15. 184° 42' 835.0 feet along General Lease 883, Apana 1;
16. 216° 30' 664.0 " " " " " " " "
17. 176° 40' 258.0 " " " " " " " "
18. 280° 25' 718.0 " " " " " " " "
19. 241° 12' 781.0 " " " " " " " "
20. 260° 25' 1380.0 " " " " " " " "
21. 201° 18' 325.4 " " " " " " " "
to a galvanized pipe, 12.5 feet; makai of the center line of the flume; from this galvanized pipe, an iron pipe on the mauka side of the flume bears by azimuth 205° 47' 40.3 feet; from said iron pipe the following Trig. Stations bear by true azimuths:

22. Maililiili
Paheehee Mauka 94° 35' 10" 11849.6 feet
Kawaale 121° 25' 30" 10899.3 "
Fuu o Halo Mauka 159° 05' 00" 11969.9 "

22. 181° 49' 467.8 feet along 12.5 feet makai of center line of flume;
23. 87° 28' 100.0 feet along camp site;
24. 83° 07' 1728.5 feet along General Lease 883, Apana 1;
25. 57° 15' 740.0 " " " " " " " "
26. 129° 55' 870.0 " " " " " " " "
27. 210° 50' 1648.0 " " " " " " " "
28. 287° 52' 503.0 " " " " " " " "
29. 252° 00' 308.0 " " " " " " " "
30. 186° 10' 517.0 " " " " " " " "
31. 138° 45' 21.0 " " " " " " "
crossing storm ditch;
32. 53° 39' 133.0 feet along General Lease 883 Apana 1;
33. 109° 14' 732.0 " " " " " " " "
34. 135° 52' 599.0 " " " " " " " "
35. 92° 52' 930.0 " " " " " " " "
36. 53° 13'  533.5 feet along General Lease 683 Apana 1;
37. 62° 41'  509.0  "   "     "     "     "     "
38. 45° 40'  350.5  "   "     "     "     "     "
39. 146° 50'  367.5  "   "     "     "     "     "
40. 127° 35'  720.0  "   "     "     "     "     "

and to south side of Mikilua Road; thence

41. Up along South side of Mikilua Road to the west edge of
Lualualei Road, the direct azimuths and distance being: 249° 50' 6010 feet;

42. 348° 35'  245.0 feet along Lualualei Road;
43. 352° 01'  7994.7 feet along Lualualei Road;
44. 56° 05'  1853.8 feet along L. C. P. 130 to O. St. Gilbert
to point of beginning.

AREA 695 Acres, more or less.

Excepting and reserving therefrom the 25 foot
right-of-way for Part 1 Flume, and the 20 foot rights-of-way
for Parts 5 and 6 Flumes, which cross this tract, and as shown
on plan hereto attached and made a part hereof, and as described
in General Lease No. 860 on file in the Office of the Commissioner
of Public Lands;

Also, excepting and reserving therefrom the four
(4) reservoirs within the above described tract, as shown on
plan hereto attached and made a part hereof, and containing an
area of 55 ACRES, more or less.

The Licensees, their servants and employees, may
enter upon and pass and repass over said land for the purpose
of cutting and removing algaroba wood from the land above
described, but nothing herein contained shall be construed to
confer upon said Licensees, their servants and employees, any
authority, privilege, right or interest in said land beyond
such as may be necessary for the purposes of cutting and removing
said algaroba wood.
The Licensees shall exercise their rights and privileges hereunder in such a manner as to avoid as far as possible any unnecessary damage, nuisance or waste upon said land; and in operating under the authority of this license, said Licensees shall in no manner interfere with the operation of Government General Lease No. 1455 to the Waianae Company, which lease contains a reservation permitting the sale of this license; and no right, authority, privilege or license granted herein shall be assigned or in any manner transferred for the whole or any part of the term hereof, without the written consent of the Licensor.

THE TERM of this license shall be five (5) years from the date hereof.

The Licensees shall pay to the Commissioner of Public Lands for the aforesaid license or privilege, the fixed sum of FIFTY-ONE DOLLARS ($51.00) per annum, payable annually in advance; and the sum of FIVE DOLLARS ($5.00) per cord for all wood that may be cut and removed from said land during the term of this license, payable quarterly; and the Licensees shall render to the Commissioner of Public Lands at the end of each month a statement showing the number of cords so cut and removed, and the dates of such cutting and removal.

The Licensees shall commence cutting said wood within one year from the date of this license, and shall cut and remove not less than fifty (50) cords of wood per month.

The Licensees shall not cut wood from any trees which measure less than five inches in diameter at three feet from the ground without special permission from the Superinten-
dent of Forestry of the Territory of Hawaii, and all wood shall be cut in accordance with the methods and by the rules and regulations prescribed by said Superintendent of Forestry, which rules and regulations are as follows:

The object in making the thinning in the algaroba forest is to improve the remaining forest by securing a spacing of desirable trees to be left which will promote individual tree development and the greatest production of flowers and beans as well as to clear up the brush so that the pods can be readily gathered.

No cutting may begin until the Superintendent of Forestry or his agent has selected and designated on the ground the cutting area, has marked a sample area showing how the trees to be left are to be selected, and has given permission in writing for cutting to begin.

The trees to be left will be marked by a blaze and must under no circumstances be cut. All remaining trees on the designated area over five inches in diameter at three feet above the ground must be cut.

The trees to be marked for leaving will be the most substantial, straight, well-formed and healthy trees and will be selected so that they will not be closer than 20 feet or more distance apart than 30 feet, and as evenly distributed over the area as possible.

Trees to be removed must be cut as close to the ground as possible in order to avoid waste and no stump should be cut higher than 4 inches above the ground.

All brush resulting from the cutting, including tops and small limbs, must be burned at once, while still green, in small piles so that the trees which are left will not in any manner be injured by the burning. None of the brush piles should be higher than 4 feet and must be burned as far away as possible from all living trees.

Violation of these rules will be sufficient cause for revoking permission to cut.

The Licensees shall, on or before the execution and delivery of this license, or within thirty (30) days after the date of sale, furnish the Commissioner of Public Lands with a good and sufficient bond in the amount of TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500.00), with sureties satisfactory
to said Commissioner of Public Lands, conditioned upon the
faithful performance of all the conditions and covenants con-
tained in this license.

In case of failure by the Licensees to perform
any of the terms, covenants or conditions herein set forth,
the Licensor may, upon three months' written notice, cancel
or revoke the within license.

IN WITNESS WHEREOF the Licensor has caused its
name to be subscribed hereunto by its Commissioner of Public
Lands, by and with the approval of the Governor of the Territory
of Hawaii this 25th day of June, 1923.

THE TERRITORY OF HAWAII,

By

Its Commissioner of Public Lands.

APPROVED:

Governor of the Territory of Hawaii.
to said Commissioner of Public Lands, conditioned upon the faithful performance of all the conditions and covenants contained in this license.

In case of failure by the Licensees to perform any of the terms, covenants or conditions herein set forth, the Licensor may, upon three months' written notice, cancel or revoke the within license.

IN WITNESS WHEREOF the Licensor has caused its name to be subscribed hereunto by its Commissioner of Public Lands, by and with the approval of the Governor of the Territory of Hawaii this 25th day of June, 1923.

THE TERRITORY OF HAWAII,

By

[Signature]

Its Commissioner of Public Lands.

APPROVED:

[Signature]

TERRITORY OF HAWAII, } ss.
City and County of Honolulu,

On this...12th...day of...July...A.D. 1923., before me personally appeared...C. T. Bailey,...Commissioner of Public Lands of the Territory of Hawaii, to me known to be the person who executed the foregoing instrument in behalf of the Territory of Hawaii, and acknowledged that he executed the same as the free act and deed of the said Territory of Hawaii.

[Signature]

Notary Public,  
First Judicial Circuit.
GENERAL LEASE NO. 1455

This Indenture Made this 10th day of August A. D. 1922, between the Commissioner of Public Lands for and on behalf of the Government of the Territory of Hawaii, of the first part, hereinafter called the Lessor, and WAIANAE COMPANY 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 the authority in him vested, has demised and by these presents does demise and lease unto the said Lessee, all of that portion of the Government Land of

(1) Portion of Island Tract,

Laialai. Waihele, Oahu.

Beginning at a galvanized pipe, on the line of Grant 4751 to H. M. von Holt, said pipe being azimuth 00° 00' and distant 165.6 feet from the Iron Block marked 1., said Iron Block being at the corner of Land Court Petition No. 193, O. St. Gilbert et al., and running by true azimuths:

1. 180° 00' 165.6 feet along Apana 2 of General Lease 833;
2. 192° 30' 1080.8 "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "     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"       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       "       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"       "       "       "       "       "       "       "       "       "       "       "�

EXHIBIT E-10
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 fifteen (15) years, to commence from the 10th day of August, A.D. 1922:

YIELDING AND PAYING therefor the annual rent of Seven hundred sixty dollars ($760.00), payable by equal semi-annual payments in advance, at the office of the Commissioner of Public Lands, in Honolulu, on the 10th day of August and the 10th day of February 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, charges, 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 Territory 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 or 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.
Beginning at the South corner of this tract, at the Southwest corner of Government Lease No. 883 to Waianae Company, on the Northeast boundary of Lot 9, Grant 4731 to H. H. Von Holt, from said point of beginning the true azimuth and distance to the Government Survey Trig. Station "Hatfield" is 128° 41' 6065.5 feet, as shown on Government Survey Registered Map No. 2359, and running by true azimuths:

1. 232° 03' 1049.5 feet along Government land leased to Waianae Company to an iron pipe;
2. 182° 15' 997.0 feet along same to an iron pipe;
3. 204° 16' 669.5 feet along same to an iron pipe;

Area 665 Acres, More or Less.

Also, excepting and reserving therefrom, all existing roads, and trails within this tract, and such other roads, trails, and other rights-of-way that may be required for public purposes.
4. 240° 07' 349.0 feet along same to an iron pipe;
5. 186° 41' 1225.0 feet along same to an iron pipe;
6. 157° 13' 641.0 feet along same to an iron pipe;
7. 142° 09' 745.0 feet along same to an iron pipe;
8. 81° 00' 588.5 feet along same to an iron pipe;
9. 68° 13' 629.5 feet along same to an iron pipe;
10. 136° 35' 599.5 feet along same to an iron pipe;
11. 112° 58' 886.5 feet along same to an iron pipe;
12. 77° 35' 281.5 feet along same to an iron pipe;
13. 61° 37' 882.0 feet along Government land leased to Wai'anae Company to an iron pipe;
14. 56° 43' 225.5 feet along same to an iron pipe;
15. 120° 58' 314.5 feet along same to an iron pipe;
16. 159° 59' 114.6 feet along Government land to a point on the South side of storm ditch;
17. 120° 25' 167.6 feet along South side of storm ditch;
18. 95° 08' 282.0 feet along same;
19. 88° 29' 281.0 feet along same;
20. 79° 38' 481.6 feet along same;
21. Thence Southwesterly along a line parallel to and 50 feet distant from the center line of the Wai'anae Company's railroad tract to a point on the Northeast boundary of Grant 4751 to H. M. von Holt, the direct azimuth and distance being: 55° 24' 1613.4 feet;
22. 308° 41' 6900.0 feet, more or less, along Grant 4751 to H. M. Von Holt to the point of beginning.

AREA 470 ACRES, MORE OR LESS.

Excluding and reserving therefore all existing roads, trails, rights-of-way within this tract, and such other roads, trails, and other rights-of-way that may be required for public purposes.

(3) Lot 7-A,
Waianae Homesteads,
Waianae, Oahu.

Beginning at a large flat rock at the Northwest corner of this lot and the Southwest corner of Lot 7 (Grant 5123 to A. C. Dowsett), at an angle in Road Reserve 40 feet wide, the coordinates of said point of beginning referred to Government Survey Trig. Station "Paheehea" being 8975.6 feet South and 10682.4 feet East, as shown on Government Survey Registered Map No. 5188, and running by true azimuths:
1. 26° 51' 4050.0 feet along Lot 7;
2. 26° 29' 3977.5 feet along Waianae Forest Reserve to a solid rock under ahu;
3. 141° 45' 3302.9 feet along Land Court Petition No. 130, A.C. Dowsett et al., Petitioners;
4. 213° 22' 6.2 feet along Road Reserve to the point of beginning.

AREA 132-00/100 ACRES.

TOTAL AREA OF THE THREE PORTIONS

1297 ACRES, MORE OR LESS.

The terms, covenants and conditions of this lease, and the rent hereinafter reserved shall be reduced in proportion to the value of the part so withdrawn.
It is also mutually agreed, that the Lessor reserve unto itself, its successors and assigns, the right to at any time during the term of this lease issue licenses for wood cutting on the land herein demised.

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, keep or perform any of the covenants and agreements on 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 amendments 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 another instrument of like date and even tenor herewith to be duly executed upon the day and year first above written.

Signed, Sealed and Delivered in the Presence of—

[Signature]

Commissioner of Public Lands.

[Signature]

Lessee.
Beginning at a galvanized pipe, on the line of Grant 4751 to H. M. von Holt, said pipe being azimuth 56° 05' and distant 88.8 feet from the Iron Block marked 1., said Iron Block being at the corner of Land Court Petition No. 130, O. St. Gilbert et al., and running by true azimuths:

<table>
<thead>
<tr>
<th>No.</th>
<th>Azimuth</th>
<th>Distance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>140° 02'</td>
<td>165.6 feet</td>
</tr>
<tr>
<td>2</td>
<td>192° 21'</td>
<td>1080.8</td>
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<tr>
<td>3</td>
<td>181° 16'</td>
<td>826.2</td>
</tr>
<tr>
<td>4</td>
<td>89° 24'</td>
<td>113.5</td>
</tr>
<tr>
<td>5</td>
<td>99° 33'</td>
<td>74.6</td>
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<td>6</td>
<td>86° 43'</td>
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<td>7</td>
<td>65° 47'</td>
<td>724.6</td>
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<td>8</td>
<td>13° 05'</td>
<td>391.3</td>
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<tr>
<td>9</td>
<td>1° 48'</td>
<td>262.8</td>
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<td>10</td>
<td>1° 15'</td>
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<td>12</td>
<td>45° 05'</td>
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<td>13</td>
<td>169° 29'</td>
<td>2539.0</td>
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<td>14</td>
<td>82° 10'</td>
<td>79.0</td>
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<tr>
<td>15</td>
<td>184° 40'</td>
<td>823.0</td>
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<tr>
<td>16</td>
<td>219° 30'</td>
<td>664.0</td>
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<tr>
<td>17</td>
<td>176° 40'</td>
<td>258.0</td>
</tr>
<tr>
<td>18</td>
<td>280° 25'</td>
<td>718.0</td>
</tr>
</tbody>
</table>
19. 241° 12' 781.0 feet along General Lease 883, Apana 1;
20. 260° 25' 1380.0 " " " " " "
21. 201° 18' 226.4 " " " " " "

To a galvanized pipe, 12.5 feet; makai of the center line of the flume; from this galvanized pipe, an iron pipe on the mauka side of the flume bears by azimuth 205° 47' 40.3 feet; from said iron pipe the following Trig. Stations bear by true azimuths:

22. Ma'ililii
    Paheshe'e Mauka
    Kuwale
    Pu'u o Hulu Mauka
    94° 35' 10" 11849.6 feet
    121° 25' 30" 10899.2 "
    159° 05' 00" 11969.9 "
    25° 53' 40" 10471.5 "

22. 181° 48' 457.8 feet along 12.5 feet makai of center line of flume;
23. 87° 28' 100.0 feet along camp site;
24. 83° 07' 1728.5 feet along General Lease 883, Apana 1;
25. 57° 15' 740.0 " " " " " "
26. 129° 55' 870.0 " " " " " "
27. 210° 50' 1648.0 " " " 2 " " "
28. 287° 52' 503.0 " " " " " "
29. 252° 00' 306.0 " " " " " "
30. 186° 10' 517.0 " " " " " "
31. 126° 45' 21.0 " " " " " "

Crossing storm ditch;

22. 52° 39' 123.0 feet along General Lease 883, Apana 1;
23. 109° 14' 731.0 " " " " " "
24. 135° 52' 599.0 " " " " " "
25. 92° 52' 930.0 " " " " " "
36. $52^\circ 13'+533.5$ feet along General Lease 883, Apana 1;
37. $62^\circ 41'+509.0$
38. $45^\circ 40'+350.5$
39. $146^\circ 50'+267.5$
40. $127^\circ 35'+720.0$

and to south side of Mikilua Road; thence

41. Up along south side of Mikilua Road to the west edge of Lualualei Road, the direct azimuths and distance being: $249^\circ 50' 6010$ feet;

42. $348^\circ 35' 245.0$ feet along Lualualei Road;
43. $352^\circ 01' 7994.7$ feet along Lualualei Road;
44. $56^\circ 05' 1853.3$ feet along L. C. P. 120 km O. St. Gilbert to point of beginning.

695 Acres, more or less.

Excepting and reserving 20 feet right-of-way for flume Part 1 and 20 foot right-of-way for flumes, Parts 5 and 6.

Excepting and reserving therefrom the 25 foot right-of-way for Part 1 Flume, and the 20 foot rights-of-way for Parts 5 and 7 Flumes, which cross this tract, and as shown on plan hereto attached and made a part hereof, and as described in General Lease No. 260 on file in the Office of the Commissioner of Public Lands.

Also, excepting and reserving therefrom the Four (4) Reservoirs within the above described tract, as shown on plan hereto attached and made a part hereof, and containing an Area of 55 ACRES, More or less.
Beginning at a galvanized pipe on the line of Grant 4751 to H.M.von Holt, said pipe being azimuth 56° 05' and distant 88.8 feet from the Iron Block marked 1, said Iron Block being at the corner of Land Court Petition No.130, O.St.Gilbert et al., and running by true azimuths:-

1. 140° 02' 165.6 feet along Apana 2 of General Lease 883;
2. 192° 21' 1080.8 feet along same;
3. 181° 16' 826.2 feet along same;
4. 89° 34' 113.5 feet along same;
5. 99° 33' 74.6 feet along same;
6. 86° 43' 461.7 feet along same;
7. 65° 47' 724.6 feet along same;
8. 13° 05' 391.3 feet along same;
9. 1° 48' 262.8 feet along same;
10. 1° 16' 1453.1 feet along same;
11. 350° 19' 427.3 feet along same;
12. 56° 05' 1367.9 feet along Grant 4751 to H.M.von Holt;
13. 168° 29' 3539.0 feet along General Lease 883, Apana l;
14. 82° 10' 79.0 feet along same;
15. 184° 40' 838.0 feet along same;
16. 219° 30' 664.0 feet along same;
17. 176° 40' 258.0 feet along same;
Por. Lualualei Tract,
Lualualei, Waianae, Oahu.

18. 280° 25' 718.0 feet along same;
19. 241° 12' 781.0 feet along same;
20. 260° 25' 1380.0 feet along same;
21. 201° 18' 326.4 feet along same to a galvanized pipe 12.5 feet makai of the center line of the flume, from this galvanized pipe an iron pipe on the mauka side of the flume bears by azimuth 205° 47' 40.3 feet, from said iron pipe the following Trig. Stations bear by true azimuths:

Maillili  94° 35' 10" 11849.6 feet;
Pahoehee Maui 121° 25' 30" 10899.3 feet;
Kuwale  159° 05' 00" 11969.9 feet;
Puu o Hulua Maui 25° 58' 40" 10471.5 feet;

22. 181° 48' 467.8 feet along 12.5 feet makai of center line of flume;
23. 87° 28' 100.0 feet along camp site;
24. 83° 07' 1728.5 feet along General Lease 883, Apana 1;
25. 57° 15' 740.0 feet along same;
26. 129° 55' 870.0 feet along same;
27. 210° 50' 1648.0 feet along same;
28. 287° 52' 503.0 feet along same;
29. 252° 00' 306.0 feet along same;
30. 186° 10' 517.0 feet along same;
31. 138° 45' 21.0 feet along same; crossing storm ditch;
32. 53° 39' 133.0 feet along General Lease 883, Apana 1;
33. 109° 14' 731.0 feet along same;
34. 135° 52' 599.0 feet along same;
35. 92° 52' 930.0 feet along same;
36. 53° 13' 533.5 feet along same;
Por, Ialualei Tract,
Ialualei, Waianaee, Oahu.

37. 62° 41' 509.0 feet along same;
38. 45° 40' 350.5 feet along same;
39. 146° 50' 367.5 feet along same;
40. 127° 35' 720.0 feet along same and to South side of Mikilua Road; thence
41. Up along South side of Mikilua Road to the West edge of Ialualei Road, the direct azimuths and distance being: 249° 50' 6010 feet;
42. 348° 35' 245.0 feet along Ialualei Road;
43. 352° 01' 7994.7 feet along same;
44. 56° 05' 1853.8 feet along L.C.P.130 to O.St.Gilbert to point of beginning.

AREA 695 ACRES, more or less.

Excepting and reserving therefrom the 25 foot right-of-way for Part 1 Flume, and the 20 foot rights-of-way for Parts 5 and 6 Flumes, which cross this tract and as shown on plan hereto attached and made a part hereof, and as described in General Lease No. 860 on file in the Office of the Commissioner of Public Lands.

From Des. of Survey furnished by Land Office.

Compared
February 8, 1921.  Also, excepting and reserving therefrom the
Four (4) Reservoirs within the above described tract, as shown on plan hereto attached and made a part hereof, and containing an AREA OF 55 ACRES,
more or less.

Assistant Surveyor.
Territory of Hawaii,

Honolulu, T. H., Sept. 28, 1917

Lot B
Portion of the Government Land of Lualualei Waianae, Oahu.

Beginning at the South corner of this tract, at the Southwest corner of Government Lease No. 683 to Waianae Company, on the Northeast from boundary of Lot 9, Grant 4751 to H. M. Von Holt; said point of beginning the true azimuth and distance to Government Survey Trig. Station "Mauiuiui" is 128° 41' 8065.5 feet, as shown on Government Survey Registered Map No. 2359, and running by true azimuths:

1. 232° 03' 1049.5 feet along Government Land leased to Waianae Company to an iron pipe;

2. 182° 15' 997.0 feet along same to an iron pipe;

3. 204° 18' 669.5 feet along same to an iron pipe;

4. 240° 07' 349.0 feet along same to an iron pipe;

5. 186° 41' 1226.0 feet along same to an iron pipe;

6. 167° 13' 641.0 feet along same to an iron pipe;

7. 142° 09' 748.0 feet along same to an iron pipe;

8. 81° 00' 588.5 feet along same to an iron pipe;

9. 68° 13' 889.5 feet along same to an iron pipe;

10. 139° 32' 599.5 feet along same to an iron pipe;

11. 112° 58' 868.5 feet along same to an iron pipe;

12. 77° 35' 281.5 feet along same to an iron pipe;
13. 61° 37' 482.0 feet along Government land leased to Waianae Company to an iron pipe;
14. 96° 43' 226.5 feet along same to an iron pipe;
15. 120° 58' 314.5 feet along same to an iron pipe;
16. 139° 59' 114.6 feet along Government land to a point on the South side of storm ditch;
17. 120° 25' 167.6 feet along South side of storm ditch;
18. 93° 08' 292.0 feet along same;
19. 88° 29' 291.0 feet along same;
20. 79° 38' 461.6 feet along same;
21. Thence Southwesterly along a line parallel to and 50 feet distant from the center line of the Waianae Company's railroad track to a point on the Northeast boundary of Grant 4751 to H. M. Von Holt, the direct azimuth and distance being: 55° 24' 1613.4 feet;
22. 308° 41' 6900.0 feet, more or less, along Grant 4751 to H. M. Von Holt to the point of beginning.

Area 470 Acres, more or less.

Excepting and reserving therefrom all existing roads, trails, and flume rights of way within this tract, and such other roads, trails, flumes and other rights-of-way that may be required for public purposes.

Compiled from survey of E. D. Baldwin and Govt. Survey Records, by,

[Signature]

Assistant Government Surveyor.
Territory of Hawai'i,

Honolulu, T.H., June 19, 1922

Lot 7-A,
Lualualei Homesteads,
Waianae, Oahu.

Beginning at a + on large flat rock at the Northwest corner of this lot and the Southwest corner of Lot 7 (Grant 5123 to A.C. Dowssett), at an angle in Road Reserve 40 feet wide, the coordinates of said point of beginning referred to Government Survey Trig. Station "Paheehee" being 8975.6 feet South and 10682.4 feet East, as shown on Government Survey Registered Map No. 2165, and running by true azimuths:

1. 262° 51' 4050.0 feet along Lot 7;
2. 32° 29' 3677.5 feet along Lualualei Forest Reserve to a + on solid rock under ahu;
3. 141° 43' 3302.9 feet along Land Court Petition No. 130, A.C. Dowssett et al., Petitioners;
4. 213° 22' 6.2 feet along Road Reserve to the point of beginning.

AREA 132-00/100 ACRES.

Compiled from Gov't. Survey Records, by

[Signature]
Assistant Government Surveyor.
Executive Order No. 382

Setting Aside Land for Public Purposes

I, Lawrence M. Judd, Governor of the Territory of Hawaii, by virtue of the authority vested in me by paragraph q of Section 73 of the Hawaiian Organic Act, and every other authority hereunto enabling, do hereby order that the following described public land be and the same is hereby set aside for public purposes, to-wit, for a United States Naval Reservation, for site for Ammunition Depot, to be under the Control and Management of the Navy Department.

Lot 7-A,
Lualualei Homesteads,
Waianae, Oahu.

Beginning at a + on large flat rock at the Northwest corner of this lot and the Southwest corner of Lot 7 (Grant 5123 to A. C. Dowsett), at an angle in Road Reserve 40 feet wide, the coordinates of said point of beginning referred to Government Survey Trig. Station "Paheehe" being 8975.6 feet South and 10682.4 feet East, as shown on Government Survey Registered Map No. 2165, and running by true azimuths:

1. 262° 51' 4050.0 feet along Lot 7;
2. 32° 29' 3677.5 feet along Lualualei Forest Reserve to a + on solid rock under ahu;
3. 141° 43' 3362.9 feet along Land Court Petition No. 130, A. C. Dowsett et al., Petitioners;
4. 213° 22' 6.2 feet along Road Reserve to the point of beginning.

AREA 132-00/100 ACRES.

EXHIBIT E-11
PROVIDED, HOWEVER, that should this land cease to be required or used for purposes of the Navy Department, it shall be restored to its previous status under the control of the Territory of Hawaii.

In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the Territory of Hawaii to be affixed.

Done at the Capitol at Honolulu this 21st day of

................................., Nineteen Hundred and Thirty.


By the Governor:

Secretary of Hawaii.

Approved as to Form:

Deputy Atty. General.
Lot 7-A,
Lualualei Homesteads,
Waianae, Oahu.

Beginning at a + on large flat rock at the Northwest corner of this lot and the Southwest corner of Lot 7 (Grant 5123 to A.C. Dowsett), at an angle in Road Reserve 40 feet wide, the coordinates of said point of beginning referred to Government Survey Trig. Station "Paheehee" being 8975.6 feet South and 10682.4 feet East, as shown on Government Survey Registered Map No. 2165, and running by true azimuths:

1. 262° 51' 4050.0 feet along Lot 7;
2. 32° 29' 3677.5 feet along Lualualei Forest Reserve to a + on solid rock under auh;
3. 141° 43' 3302.9 feet along Land Court Petition No. 130, A.C. Dowsett et al., Petitioners;
4. 213° 22' 6.2 feet along Road Reserve to the point of beginning.

AREA 132-00/100 ACRES.

Compiled from Gov't. Survey Records, by

Assistant Government Surveyor.
Executive Order No. 599

Setting Aside Land for Public Purposes

J. Lawrence M. Judd, Governor of the Territory of Hawaii,

by virtue of the authority vested in me by paragraph q of Section 73 of the Hawaiian Organic Act, and every other authority me hereunto enabling, do hereby order that the following described public land be and the same is hereby set aside for public purposes,
to-wit, for site for "TRANSMITTING STATION FOR NATIONAL DEFENSE", to be under the control and management of the Navy Department.

Portion of the Government Land of Lualualei, situate between Land Court Application 1026, (Wai'anae Company, Applicant), and Lualualei Homesteads, 3rd Series, and the Navy Ammunition Depot, located in the Lualualei Homesteads, 1st Series, Lualualei, Wai'anae, Oahu, acquired from L. L. McCandless by Condemnation, and Lot 7-A, covered by Governor's Executive Order No. 382.

Beginning at the West corner of this tract of land, on the South side of the Wai'anae Company's Railroad right-of-way (20 feet wide) and on the Northeast boundary of Land Court Application 1026, (Wai'anae Company, Applicant), the true azimuth and distance from said point of beginning to Government Survey Trig. Station "Mai'ili'i" ("M" cut on set stone) being 128° 41' 1136.4 feet, as shown on Government Survey Registered Map 2359, and running as follows all azimuths being measured clockwise from true South:

1. Along the South side of the Wai'anae Company's Railroad right-of-way (20 feet wide), on a curve to the right with a radius of 564.2 feet, the direct azimuth and distance being: 242° 56' 25" 310.90 feet;

2. 258° 56' 40.00 feet along the South side of Wai'anae Company's Railroad right-of-way;

3. Thence along same, on a curve to the left with a radius of 511.0 feet, the chord azimuth and distance being: 248° 40' 50" 181.90 feet;

4. Thence along same, on a curve to the left with a radius of 675.3 feet, the chord azimuth and distance being: 225° 16' 50" 307.20 feet;

5. 212° 08' 291.50 feet along the South side of the Wai'anae Company's Railroad right-of-way;

EXHIBIT E-13
6. Thence along same, on a curve to the right with a radius of 407.5 feet, the chord azimuth and distance being: 235° 55' 328.70 feet;

7. 259° 42' 663.70 feet along the South side of the Waianae Company's Railroad right-of-way;

8. 266° 29' 239.50 feet along Lot 209, Lualualei Homesteads, 3rd Series;

9. 273° 08' 303.2 feet along same;

10. 300° 25' 157.20 feet along same;

11. 247° 20' 359.50 feet along Lots 209 and 210, Lualualei Homesteads, 3rd Series;

12. 208° 33' 368.30 feet along Lots 210 and 211, Lualualei Homesteads, 3rd Series;

13. 258° 51' 738.90 feet along Lots 212 and 214, Lualualei Homesteads, 3rd Series;

14. 231° 04' 470.80 feet along Camp Site No. 2, Lualualei Homesteads, 3rd Series;

15. 249° 41' 383.00 feet along same;

16. 152° 05' 238.20 feet along same;

17. 242° 48' 178.40 feet along the South side of Mikilua Road (50 feet wide);

18. 256° 15' 353.15 feet along same;

19. 245° 47' 313.75 feet along same;

20. 238° 04' 275.85 feet along same;

21. 225° 33' 388.05 feet along same;

22. 223° 21' 247.40 feet along same;

23. 221° 16' 261.60 feet along same;

24. 256° 13' 577.15 feet along same;

25. 259° 13' 552.70 feet along same;

26. 245° 28' 1550.20 feet along same;

27. 279° 35' 302.70 feet along same;

28. 256° 32' 434.15 feet along same;

29. 246° 36' 309.00 feet along same;

30. 250° 39' 329.30 feet along same;

31. 247° 01' 347.45 feet along same;
Together with that portion of the Lualualei Road (60 feet wide), extending from the South side of Mikilua Road to the North boundary of Land Court Application 130, said road having a length of 8,250 feet, more or less, said tract containing 1,737 acres and 11.4 acres in Lualualei Road, MAKING A TOTAL AREA OF 1748.4 ACRES.

SUBJECT, HOWEVER, to a right-of-way in the nature of an easement for the flow of storm waters through, over, and along, the existing storm ditch, also shown on plan hereto attached,

This Executive Order setting aside the land herein described is issued subject to the following conditions:

l. That the control and use of the area herein described and hereby set aside is subject to the following existing General Leases:

(a) G.L. L-860 to Waianae Co. (Expiring January 20, 1936; Right-of-way for Flume);
(b) G.L. 1263 to Waianae Co. (Expiring January 31, 1936; (Sugar Cane);
(c) G.L. 1455 to Waianae Co. (Expiring August 10, 1937; Pasture);
(d) G.L. L-1667 to Waianae Co. (Expiring Sept. 4, 1945; 4 Reservoirs, etc);
(e) G.L. 2165 to Waianae Co. (Expiring Sept. 4, 1945; Reservoir and Pipe Line);
(f) G.L. 2199 to Waianae Co. (Expiring Sept. 22, 1952; Right-of-way for railroad);
(g) G.L. L-1845 to Hawn Elec. Co. (Expiring May 31, 1948; Right-of-way for Pole Line);
2. Subject also to the right of the Territory of Hawaii to continue to collect the rents due under said existing General Leases.

3. Subject also to the perpetual right of the Territory of Hawaii to make and issue new leases, in accordance with the Land Laws of the Territory, covering any portions of the land herein set aside, under terms and conditions which will not interfere with the free use of the land by the Navy Department in the conduct of its operations in National Defense.

4. Provided, always, that any portion of the area hereby set aside, now under lease, or hereafter covered by any new lease, that may be designated by the Commandant of the Fourteenth Naval District, as required for the exclusive use of the Navy Department, shall be withdrawn by the Territory from such lease. Upon any such withdrawal, should damages accrue to the Lessee on account of loss of actually growing crops, the amount of such damages shall be borne by the Navy Department.

5. The Navy Department shall also be liable for all damages to existing improvements or growing crops which may be caused by its construction operations on areas covered by existing leases.

6. Should this land cease to be required or used by the Navy Department for the purposes for which it is reserved, it shall be restored to its previous status, under the control of the Territory of Hawaii.

In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the Territory of Hawaii to be affixed.

Done at the Capitol at Honolulu this 22 day of December, Nineteen Hundred and Thirty-three.

By the Governor:

[Signature]

Secretary of Hawaii.

[Signature]

Deputy Attorney General.
Portion of the Government Land of Lualualei, situate between Land Court Application 1026, (Waianae Company, Applicant), and Lualualei Homesteads 1st and 3rd Series, Lualualei, Waianae, Oahu.

Beginning at the West corner of this tract of land, on the South side of the Waianae Company's Railroad right-of-way (20 feet wide) and on the Northeast boundary of Land Court Application 1026, (Waianae Company, Applicant), the true azimuth and distance from said point of beginning to Government Survey Trig. Station "maili-ili" ("±" cut on set stone) being 129° 41' 1136.4 feet, as shown on Government Survey Registered Map 2359, and running as follows all azimuths being measured clockwise from true South:

1. Along the South side of the Waianae Company's Railroad right-of-way (20 feet wide), on a curve to the right with a radius of 564.2 feet, the direct azimuth and distance being: 242° 56' 25" 310.90 feet;

2. 258° 56' 40.00 feet along the South side of Waianae Company's Railroad right-of-way;

3. Thence along same, on a curve to the left with a radius of 511.0 feet, the chord azimuth and distance being: 248° 40' 50" 181.90 feet;

4. Thence along same, on a curve to the left with a radius of 675.3 feet, the chord azimuth and distance being: 225° 16' 50" 307.20 feet;

5. 212° 08' 291.50 feet along the South side of the Waianae Company's Railroad right-of-way;

6. Thence along same, on a curve to the right with a radius of 407.5 feet, the chord azimuth and distance being: 255° 55' 328.70 feet;

7. 259° 42' 683.70 feet along the South side of the Waianae Company's Railroad right-of-way;

8. 259° 29' 289.50 feet along Lot 209, Lualualei Homesteads, 3rd Series;

9. 273° 03' 303.2 feet along same;
December 15, 1933

10. 300° 25'   157.20 feet along same;
11. 247° 20'   359.50 feet along Lots 209 and 210, Lualualei Homesteads, 3rd Series;
12. 208° 33'   388.30 feet along Lots 210 and 211, Lualualei Homesteads, 3rd Series;
13. 258° 51'   738.90 feet along Lots 212 and 214, Lualualei Homesteads, 3rd Series;
14. 251° 04'   470.80 feet along Camp Site No. 2, Lualualei Homesteads, 3rd Series;
15. 249° 41'   383.00 feet along same;
16. 152° 05'   238.20 feet along same;
17. 242° 48'   178.40 feet along the South side of Mikilua Road (50 feet wide);
18. 256° 15'   353.15 feet along same;
19. 245° 47'   313.75 feet along same;
20. 236° 04'   275.85 feet along same;
21. 225° 33'   328.05 feet along same;
22. 223° 21'   247.40 feet along same;
23. 231° 16'   261.60 feet along same;
24. 256° 13'   577.15 feet along same;
25. 259° 13'   552.70 feet along same;
26. 245° 23'   1550.20 feet along same;
27. 279° 35'   302.70 feet along same;
28. 256° 32'   434.15 feet along same;
29. 246° 36'   309.00 feet along same;
30. 250° 39'   329.30 feet along same;
31. 247° 01'   347.45 feet along same;
32. 260° 57'   377.95 feet along same;
33. 244° 06'   274.85 feet along same;
34. 255° 17'   333.65 feet along same;
35. 340° 35'   249.80 feet along the West side of Lualualei Road;
36. 352° 01'   7998.40 feet along same to a drill hole in flat rock;
37. 56° 05'   5158.90 feet along Lot C of Land Court Application 130 and along Land Court Application 1028, to a pipe and passing over a "+" on iron block at 1750.0 feet;
38. 123° 41' 10,199.10 feet along Land Court Application 1026, (Waianae Company, Applicant), to the point of beginning.

Together with that portion of the Lualualei Road (60 feet wide), extending from the South side of Mikilua Road to the North boundary of Land Court Application 130, said road having a length of 8,250 feet, more or less, said tract containing 1,757 acres and 11.4 acres in Lualualei Road, MAKING A TOTAL AREA OF 1748.4 ACRES.

The above described tract of land is subject, however, to the following leases and licenses, as shown on plan hereto attached and made a part hereof:

1. General Lease L-860 to Waianae Co. (Right-of-way for Flume);
2. General Lease 1265 to Waianae Co. (Sugar Cane);
3. General Lease 1455 to Waianae Co. (Pasture);
4. General Lease L-1667 to Waianae Co. (4 Reservoirs, etc);
5. General Lease 2165 to Waianae Co. (Reservoir and Pipe Line);
6. General Lease 2199 to Waianae Co. (Right-of-way for railroad);
7. General Lease L-1845 to Hawn.Elec.Co.Ltd. (Right-of-way for Pole Line);

And, subject also to a right-of-way in the nature of an easement for the flow of storm waters through, over, and along, the existing storm ditch, also shown on plan hereto attached.

Compiled from Gov't. Survey Off. Records, by

Chas. K. Reeves, Senior Engineering Aide.
EXHIBIT E-14

Portion of the Government Land of Lualualei Situate between Land Court Application 102G, (Waiamoe Company–Applicant) and Lualualei Homesteads, 1st, 2nd and 3rd Series Lualualei, Waiamoe, Oahu.

FILE WITH Plat 202G

SURVEY DEPARTMENT
TERRITORY OF HAWAII
QUIT CLAIM DEED

THIS DEED, made this 18th day of May, 1964, by and between the United States of America, acting by and through the Director of the Bureau of the Budget for and on behalf of the President of the United States of America, party of the first part, and the State of Hawaii, party of the second part,

WITNESSETH:

WHEREAS, Section 5(e) of the Act of March 18, 1959 (73 Stat. 4, 6), provides that, within five years from the date Hawaii is admitted into the Union, each Federal agency having control over any land or property that is retained by the United States pursuant to Sections 5(c) and 5(d) of said Act shall report to the President the facts regarding its continued need for such land or property, and that if the President determines that the land or property is no longer needed by the United States, it shall be conveyed to the State of Hawaii;

WHEREAS, by Executive Order No. 10530 of May 10, 1954 (19 F. R. 2709), and as amended by Executive Order 10889 of October 5, 1960 (25 F. R. 9633), and Executive Order No. 10960 of August 21, 1961 (26 F. R. 7823), the President delegated to the Director of the Bureau of the Budget the authority vested in him by Section 5(e) of the Act of March 13, 1959, (1) to receive the reports required by that
Section, (2) to determine that certain land or property is no longer needed by the United States, and (3) to convey to the State of Hawaii the land or property which is determined to be no longer needed by the United States; and

WHEREAS, reports as required by said Section 5(a) of said Act of March 18, 1959, have been received on the hereinafter described property, and the Director of the Bureau of the Budget has determined and does hereby determine under the authority delegated to him by the President that the property hereinafter described is no longer needed by the United States;

NOW, THEREFORE, the United States of America does hereby convey without warranty unto the State of Hawaii, and its assigns, all right, title, and interest of the United States in and to the following described land and premises:

LAND SITUATE AT LUALUALEI, WAIAAANE, OAHU
STATE OF HAWAII

Being a portion of the United States Naval Reservation covered by Governor's Executive Order No. 599 dated December 22, 1933, and being also a portion of the Government Land of Lualualei, including a portion of Maililili Stream.

Beginning at the westerly corner of this tract of land on the southerly side of Maililili Road and the northeasterly boundary of Land Court Application 1026, the true azimuth and distance from said point of beginning to Government
Survey Triangulation Station "Maililii" being 128° 41′
1136.4 feet, as shown on Government Survey Registered Map
2359 and running by azimuths measured clockwise from true
South:

Thence along the southerly
side of Maililii Road on a
curve to the right with a
radius of 564.20 feet, the
chord azimuth and distance
being

1. 242° 56′ 25″ 310.90 feet;
2. 258° 56′ 40.00 feet along same;
3. Thence along same, on a curve to the left with a radius
   of 511.00 feet, the chord
   azimuth and distance being
   248° 40′ 50″ 181.90 feet;
4. Thence along the Southeast side of Maililii Road, on a
curve to the left with a
radius of 675.20 feet, the
chord azimuth and distance
being 225° 16′ 50″ 307.20 feet;
5. 212° 03′ 286.49 feet (Executive Order No. 599
   291.50 feet) along same;
6. Thence along same, on a curve to the right with a radius
   of 407.50 feet, the chord
   azimuth and distance being
   235° 55′ 328.67 feet
   (Executive Order No. 599
   328.70 feet);
7. 259° 42′ 671.29 feet (Governor's Executive Order
   No. 599 663.70 feet) along
   the South side of Maililii
   Road;
8. 268° 29′ 289.50 feet along Lot A of the consolida-
   tion and resubdivision of Lots
   209 and 210 of the Lualualei
   Homesteads, 3rd Series, along
   Grant 8374 to W.K. Alana;
9. 273° 08'  303.20 feet along Lots A and E of the consolidation and resubdivision of Lots 209 and 210 of the Lualualei Homesteads, 3rd Series, along Grant 8374 to W. K. Alana;

10. 300° 25'  157.20 feet along Lot E of the consolidation and resubdivision of Lots 209 and 210 of the Lualualei Homesteads, 3rd Series, along Grant 8374 to W. K. Alana;

11. 247° 20'  359.50 feet along Lot E of the consolidation and resubdivision of Lots 209 and 210 of the Lualualei Homesteads, 3rd Series, along Grant 8374 to W. K. Alana;

12. 351° 15'  67.00 feet along remainder of the United States Naval Reservation and crossing Mailiiili Stream;

13. 32° 15'  278.85 feet along remainder of the United States Naval Reservation and crossing Mailiiili Stream;

14. Thence along the South side of the proposed Mailiiili Channel and Tributaries, Line M-1, along remainder of the United States Naval Reservation, on a curve to the right with a radius of 1,106.00 feet, the chord azimuth and distance being 94° 03' 55.5 228.71 feet;

15. 100° 00'  341.36 feet along same;

16. Thence along same, on a curve to the left with a radius of 574.00 feet, the chord azimuth and distance being 77° 59' 30" 430.20 feet;

17. 55° 59'  1725.48 feet along the Southeast side of the proposed Mailiiili Channel and Tributaries, Line M-1, along remainder of the United States Naval Reservation;
18. $128° 41' 373.31$ feet along the Northeast side of Paakea Road along Lot A-2 (Map 6) of Land Court Application 1026 to the point of beginning and containing an area of 19.227 acres.

TO HAVE AND TO HOLD the said land and premises unto and to the use of the State of Hawaii forever.

IN WITNESS WHEREOF, the Director of the Bureau of the Budget has signed and sealed this deed in behalf of the United States of America on the day and year first above written.

UNITED STATES OF AMERICA

By 

[Signature]

Director, Bureau of the Budget

L. S.
ACKNOWLEDGMENT

United States of America) ) ss
District of Columbia )

I, ]asst A. Hale, a notary
certify that on this 18th day of 1964,
personally appeared before me, the sa being personally well known to me
to be the Director of the Bureau of the Budget of the United
States of America named in the foregoing deed, and acknowledged to me that he executed said deed in behalf of the
United States of America by virtue and in pursuance of the
authority therein recited.

My Commission expires September 30, 1968
(Append court certificate as to notary)
or
(Certificate of Authentication as to Notary)
DISTRICT OF COLUMBIA

I CERTIFY THAT

who's name is subscribed to the accompanying instrument, was at the time of signing the same a Notary Public in and for the District of Columbia, and duly commissioned and authorized by the laws of said District of Columbia to take the acknowledgment and proof of deeds or conveyances of lands, tenements, or hereditaments, and other instruments in writing to be recorded in said District, and to administer oaths; and that I am well acquainted with the handwriting of said Notary Public and verily believe that the signature and impression of seal thereon are genuine, after comparison with signature and impression of seal on file in this office.

In Witness Whereof, the Secretary to the Board of Commissioners of the District of Columbia, has hereunto caused the Seal of the District of Columbia to be affixed at the City of Washington, D. C., this 18 day of MAY, 1904.

[Signature]
Secretary, Board of Commissioners

[Seal]
Notary Public, Clerk
EASEMENTS 1 and 2
For Electric Transmission Line

EASEMENTS 3, 4, 5 and 6
For Guys and Anchors

Lualualei, Waianae, Oahu, Hawaii

Being portions of the land of Lualualei, set aside as a United States Naval Reservation by Governor's Executive Order 599 dated December 22, 1933 and subsequently returned by the United States of America to the State of Hawaii by Quitclaim Deed dated May 18, 1964 and recorded in Liber 4759, Pages 185-191 (Land Office Deed S-21126).

EASEMENT 1: For Electric Transmission Line

Being a strip of land twenty-five (25.00) feet wide and extending twelve and one-half (12.50) feet on each side of the centerline described as follows:

Beginning at the westerly end of this centerline and on the northeasterly boundary of Lot A-2 (Map 6) of Land Court Application 1026 being also the northeasterly side of Paakea Road, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PAHEEHEE NEW" being 5525.54 feet South and 1502.30 feet West, as shown on Government Survey Registered Map 2359, thence running by azimuths measured clockwise from True South:

1. 233° 29' 15" 751.61 feet;
2. 221° 22' 341.00 feet;
3. 242° 34' 512.34 feet;  
4. 252° 33' 401.27 feet to the southerly side of Mailiiili Road and containing an AREA OF 50,156 SQUARE FEET.

EASEMENT 2: For Transmission Line

Being a strip of land twenty-five (25.00) feet wide and extending twelve and one-half (12.50) feet on each side of the centerline described as follows:

Beginning at the westerly end of this centerline and on the southerly boundary of Grant 8374 to W. K. Alana, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PAHHEHEE NEW" being 4465.90 feet South and 664.42 feet East, as shown on Government Survey Registered Map 2359, thence running by azimuths measured clockwise from True South:

1. 299° 51' 30" 427.73 feet;  
2. 240° 29' 132.40 feet to the northerly boundary of United States Naval Reservation, Ivalualei Radio Transmitting Station Site (Governor's Executive Order 599) and containing an AREA OF 14,003 SQUARE FEET.

EASEMENT 3: For Guy and Anchor

Being a strip of land ten (10.00) feet wide and extending five (5.00) feet on each side of the centerline described as follows:
Beginning at the northerly end of this centerline and being the end of Course 1 of the hereinabove-described Easement 1, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PAHEEHEE NEW" being 5078.33 feet South and 898.21 feet West, as shown on Government Survey Registered Map 2359, thence running by azimuth measured clockwise from True South:

1. 317° 25' 37.5" 20.00 feet to the southerly end of this centerline and containing an AREA OF 200 SQUARE FEET.

EASEMENT 4: For Guy and Anchor

Being a strip of land ten (10.00) feet wide and extending five (5.00) feet on each side of the centerline described as follows:

Beginning at the southerly end of this centerline and being the end of Course 2 of the hereinabove-described Easement 1, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PAHEEHEE NEW" being 4822.41 feet South and 672.85 feet West, as shown on Government Survey Registered Map 2359, thence running by azimuth measured clockwise from True South:

1. 141° 58' 20.00 feet to the northerly end of this centerline and containing an AREA OF 200 SQUARE FEET.

EASEMENT 5: For Guy and Anchor

Being a strip of land ten (10.00) feet wide and extending five (5.00) feet on each side of the centerline described as follows:
Beginning at the southerly end of this centerline and being the end of Course 3 of the hereinabove-described Easement 1, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PAHEEHEE NEW" being 4586.37 feet South and 218.12 feet West, as shown on Government Survey Registered Map 2359, thence running by azimuth measured clockwise from True South:-

1. 157° 33' 30" 15.00 feet to the northerly end of this centerline and containing an AREA OF 150 SQUARE FEET.

EASEMENT 6: For Guy and Anchor

Being a strip of land ten (10.00) feet wide and extending five (5.00) feet on each side of the centerline described as follows:

Beginning at the northerly end of this centerline and being the end of Course 1 of the hereinabove-described Easement 2, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PAHEEHEE NEW" being East 4678.85 feet South and 1035.38 feet West, as shown on Government Survey Registered Map 2359, thence running by azimuth measured clockwise from True South:-

1. 0° 10' 15" 15.00 feet to the southerly end of this centerline and containing an AREA OF 150 SQUARE FEET.

SURVEY DIVISION
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
STATE OF HAWAII

By: Akira Taga
Land Surveyor

Compiled from map by Hawaiian Electric Co., Inc.
Map 65-85 and Govt. Survey Records.
EXHIBIT E-16

EASEMENTS 1 AND 2
FOR ELECTRIC TRANSMISSION LINE
EASEMENTS 3, 4, 5 AND 6
FOR GUYS AND ANCHORS
Lulualae, Waianae, Oahu, Hawaii
Scale 1 inch = 200 feet

SURVEY DIVISION
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
STATE OF HAWAII
EXHIBIT E-17

LEASE
Waianaue Company - Applicant

PARTS A and B


Lualualei, Waianaue, Pailu
Scale 1 inch = 1000 feet.

File with Plat 2026

Survey Department
Territory of Hawaii
This Indenture Made this 25th day of OCTOBER, A.D., 1934
between the COMMISSIONER OF PUBLIC LANDS for and on behalf of the Government of the Territory of Hawaii, of the first part, hereinafter called the Lessor, and

WAIANAE COMPANY, an Hawaiian Corporation, of Waianae, Oahu, 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 portion of the Government Land of Lualualei, Waianae, Oahu, which was turned over to the Navy Department for Radio Station by Governor's Executive Order No. 592, subject to leasing rights by the Territory, which leased land is more particularly described as follows:

PART A: Being parcel of land situate between the North boundary of the Lualualei Radio Transmitting Station Site and Lualualei homesteads, 1st and 3rd Series.

Beginning at the West corner of this tract of land, on the South side of the Waianae Company's Railroad right-of-way (20 feet wide), covered by General Lease E-2199 to Waianae Co. and on the Northeast boundary of Land Court Application 1026, (Waianae Company, Applicant), the true azimuth and distance from said point of beginning to Government Survey Trig. Station "Maliili" (1st cut on set stone) being 128° 41' 1136.4 feet as shown on Government Survey Registered Map 2359, and running as follows, all azimuths being measured clockwise from true South:

1. Along the South side of the Waianae Company's Railroad right-of-way (20 feet wide), on a curve to the right with a radius of 564.2 feet the direct azimuth and distance being: 222° 56' 25" 310.90 feet;

EXHIBIT E-18

2. 259° 55' 40.00 feet along the South side of Waianae Company's Railroad right-of-way;

3. Thence along same on a curve to the left with a radius of 511.0 feet, the chord azimuth and distance being: 248° 40' 50" 161.90 feet;

4. Thence along same on a curve to the left with a radius of 675.3 feet, the chord azimuth and distance being: 225° 16' 50" 307.20 feet;

5. 212° 08' 291.50 feet along the South side of the Waianae Company's Railroad right-of-way;

6. Thence along same on a curve to the right with a radius of 407.5 feet, the chord azimuth and distance being: 235° 55' 328.70 feet;
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... Fifteen (15) years,
to commence from the 10th day of February, A.D. 1935... YIELDING AND PAYING
therefor the annual rent of Two Thousand Nine Hundred Seventy-Five & No/100 Dollars ($2,975.00),
in United States gold coin or currency, payable by equal semi-annual payments in advance, at the office of the
Commissioner of Public Lands, in Honolulu, on the 10th of February & 10th of August 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
that the Lessee shall and will maintain the fences so constructed, or previously constructed, in a stock-proof condition
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 Territory 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 whatsoever, 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 or 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 Ha-
waiian 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.
SCHEDULE OF ADDITIONAL CONDITIONS AND RESERVATION, AS CONTAINED IN THE NOTICE OF SALE OF GOVERNMENT LEASES, DATED AUGUST 17, 1934, (AD.BK. 11-54:6), WHICH SCHEDULE IS ATTACHED HERETO TO GENERAL LEASE NO. 2394, AND MADE A PART HEREOF.

IT IS MUTUALLY AGREED AND UNDERSTOOD, in accordance with the Notice of Sale of this lease, that the area covered by this lease, now planted to sugar cane, is 260 acres, and that should any portion of the land herein leased be planted to sugar cane in excess of 260 acres, now in cane, the Lessee shall furnish the Commissioner of Public Lands, within sixty (60) days after planting has commenced, with a map satisfactory to the Commissioner of Public Lands, showing the additional cultivated area, and that for said additional cultivated area the Lessee shall pay, in addition to the rent reserved herein, the sum of NINE AND 50/100 DOLLARS ($9.50), per acre per annum for the remainder of the term of this lease, which additional rent shall commence with the first rent due date after planting has commenced.

IT IS ALSO FURTHER MUTUALLY AGREED AND UNDERSTOOD, that the Lessor reserves and it does hereby reserve the right for its agents and representatives, or agents and representatives of its municipal subdivisions to enter the land herein leased, for inspection purposes, or other government business, or cross said land at any time in the performance of their duties.

IT IS ALSO FURTHER MUTUALLY AGREED AND UNDERSTOOD, that, the withdrawal clause for homesteading, as contained herein, shall not apply to any portion of the land herein leased, devoted to and/or suitable for the cultivation of sugar cane.
7. 259° 42' 665.70 feet along the South side of the Wai'anae Company's Railroad right-of-way;

8. 260° 29' 289.50 feet along Lot 209, Eimaluaed Homesteads, 3rd Series;

9. 273° 03' 303.20 feet along same;

10. 300° 25' 167.20 feet along same;

11. 247° 20' 359.50 feet along Lots 209 and 210, Eimaluaed Homesteads, 3rd Series;

12. 208° 33' 368.30 feet along Lots 210 and 211, Eimaluaed Homesteads, 3rd Series;

13. 258° 51' 738.90 feet along Lots 212 and 214, Eimaluaed Homesteads, 3rd Series;

14. 231° 04' 470.80 feet along Camp Site No. 2, Eimaluaed Homesteads, 3rd Series;

15. 249° 41' 383.00 feet along same;

16. 152° 05' 238.20 feet along same;

17. 242° 48' 178.40 feet along the South side of Mikilua Road (50 feet wide);

18. 256° 15' 353.15 feet along same;

19. 245° 47' 313.75 feet along same;

20. 238° 04' 275.85 feet along same;

21. 225° 33' 328.05 feet along same;

22. 223° 21' 247.40 feet along same;

23. 231° 16' 261.60 feet along same;

24. 256° 13' 577.15 feet along same;

25. 259° 13' 552.70 feet along same;

26. 245° 23' 1550.20 feet along same;

27. 279° 35' 302.70 feet along same;

28. 256° 32' 434.15 feet along same;

29. 246° 36' 309.00 feet along same;

30. 250° 32' 329.50 feet along same;
31. 247° 01' 347.45 feet along same;
32. 259° 57' 377.95 feet along same;
33. 244° 06' 274.85 feet along same;
34. 253° 17' 333.65 feet along same;
35. 348° 35' 249.80 feet along the West side of Lualualei Road;
36. 352° 01' 7748.40 feet along same;
37. 111° 05' 2897.85 feet along the Lualualei Radio Transmitting Station Site;
38. 96° 30' 2675.70 feet along same;
39. 106° 41' 1226.00 feet along same;
40. 107° 13' 641.00 feet along same;
41. 142° 09' 748.00 feet along same;
42. 81° 00' 588.50 feet along same;
43. 68° 13' 889.50 feet along same;
44. 139° 32' 589.50 feet along same;
45. 112° 59' 868.50 feet along same;
46. 77° 35' 281.50 feet along same;
47. 61° 37' 462.00 feet along same;
48. 54° 52' 30" 2420.50 feet along same;
49. 128° 41' 2200.95 feet along Land Court Application 1026, (Waianae Company, Applicant) to the point of beginning.

AREA 959.76 ACRES

Excepting and excluding therefrom the following Leases and Licenses and Rights-of-way, as shown on plan hereto attached and made a part hereof, containing an area of 62.70 Acres, LEAVING A NET AREA OF 897.06 ACRES.

(a) Railroad Right-of-Way (portion of General Lease L-2199 to Waianae Co.) 3.33 Acres
(b) Road Right-of-Way (portion of Part 7) 2.82 "
(c) Ditch Right-of-Way (portion of Part 3) 0.70 "
(d) Flume Right-of-Way (portion of Part 4) 0.82 "
(e) Ditch Right-of-Way (portion of Part 5) 0.25 "
(f) Flume Right-of-Way (portion of Part 1) 4.28 "
(g) Ditch Right-of-Way (portion of Part 2) 0.70 "
(h) Reservoir and Pipe Line Rights-of-Way (General Lease 2165 to Waianae Co.) 4.13 "
(i) Reservoirs (portion of General Lease L-1667 to Waianae Co.) 48.26 "
(j) Electric Transmission Line Right-of-Way (portion of General Lease L-1845 to Hawaiian Electric Co.) 0.33 "

Total Area of Reservations 62.70 Acres
The above described parcel of land is subject to a right-of-way in the nature of an easement for the flow of storm waters through, over and along the existing storm ditch, also shown on plan hereto attached and made a part hereof.

**PART B:** Being parcel of land situated between the South boundary of the Lualualei Radio Transmitting Station Site and the North boundary of Land Court Application 1026, (Waianae Company, Applicant).

Beginning at a pipe at the South corner of this parcel of land, at the end of course 1 of Land Court Application 1026, (Waianae Company, Applicant), the true azimuth and distance from said point of beginning to Government Survey Trig. Station "Mallili" ("x" cut on set stone) being 128° 41' 11355.5 feet, as shown on Government Survey Registered Map 2359, and running as follows, all azimuths being measured clockwise from true South:

1. 128° 41' 2298.15 feet along Land Court Application 1026 (Waianae Company-Applicant);
2. 218° 41' 602.43 feet along the Lualualei Radio Transmitting Station Site;
3. 274° 17' 2676.50 feet along same;
4. 252° 29' 2633.00 feet along same;
5. 56° 05' 4607.10 feet along Lot C, Land Court Application 130, and along Land Court Application 1026, to the point of beginning, passing over a "x" on iron block at 1208.2 feet.

**AREA 115.10 ACRES**

Excepting and excluding therefrom the following Leases, Licenses and Rights-of-Way, as shown on plan hereto attached and made a part hereof, containing an Area of 3.63 acres, LEAVING A NET AREA OF 111.47 ACRES.
(a) Railroad Right-of-Way (portion of General Lease L-2199 to Waianae Co.) 0.60 Acre
(b) Road Right-of-Way (portion of Part 7) 0.59 "
(c) Flume Right-of-Way (portion of Part 6) 0.57 "
(d) Ditch Right-of-Way (portion of Part 5) 0.37 "
(e) Flume Right-of-Way (portion of Part 1) 0.25 "
(f) Reservoir Spillway (portion of General Lease L-1667 to Waianae Co.) 1.00 "
(g) Electric Transmission Line Right-of-way (portion of General Lease L-1845 to Waianae Co.) 0.15 "

Total Area of Reservations 3.63 Acres

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**SUMMARY**

<table>
<thead>
<tr>
<th>PART</th>
<th>Area</th>
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<tbody>
<tr>
<td>A</td>
<td>697.06 Acres</td>
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<tr>
<td>B</td>
<td>111.47 &quot;</td>
</tr>
<tr>
<td>TOTAL</td>
<td>1008.53 Acres</td>
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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, keep 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 amendments 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 two other instruments of like date and even tenor herewith to be duly executed upon the day and year first above written.

[Signatures]

WAIANAЕ COMPANY

By

Its President

And by

Its Treasurer
SURRENDER OF LEASEHOLD

THIS INDENTURE made and entered into by and between WAIANAE COMPANY, an Hawaiian Corporation, of Waianae, Oahu, party of the first part, hereinafter referred to as the "COMPANY", and the TERRITORY OF HAWAII, by C. T. Bailey, its Commissioner of Public Lands, party of the second part, hereinafter referred to as the "TERRITORY",

WITNESSETH:

WHEREAS, the COMPANY is the Lessee of the Territory of certain land at Waianae, Oahu, under General Lease No. 1263, dated July 9, 1920, expiring January 31, 1936, on which it cultivates sugar cane; also adjoining land covered by General Lease No. 1455, dated August 10, 1922, expiring August 10, 1937, which it uses for pastoral purposes, and

WHEREAS, the TERRITORY has, by Executive Order No. 599, set aside the entire area covered by said two Leases Nos. 1263 and 1455, for use of the Navy Department for Radio Transmitting Stations, which Executive Order was made subject to said General Leases Nos. 1263 and 1455, and

WHEREAS, pursuant to "condition 4" of said Executive Order No. 599, the TERRITORY, at the request of the Navy Department, withdrew from the operation of said General Leases Nos. 1263 and 1455, for immediate
use and absolute control by and over the Navy Depart-
ment, an area of 270 Acres, and

WHEREAS, by the withdrawal of said area of
270 Acres, the Company is forced to re-arrange its
method of cultivation and harvesting on the remainder
of the lands covered by said General Leases Nos.
1263 and 1455, which re-arrangement would be costly
to the Company, in that the more important portion of
the remaining area affected by this re-arrangement is
covered by General Lease No. 1263, expiring, as afore-
said, January 31, 1935, and on account of the short
period remaining, the Company is not justified in
making the expenditure which it is forced to make on
account of said withdrawal on behalf of the Navy
Department, unless said General Leases Nos. 1263 and
1455 be cancelled and a new Lease for a longer term
of all the remaining area under these two Leases be
offered for lease as a whole, and, accordingly, the
said Company has made application for such lease, and

WHEREAS, the TERRITORY, through and by its
Board of Public Lands, in appreciation of the condi-
tion facing the said Company, resulting from the
withdrawal of said 270 Acres, and the necessary ad-
justment by the Company of its activities on the re-
mainder of the lands covered by said General Leases
Nos. 1263 and 1455, has approved of the application
submitted by the Company, and is now offering for
sale at public auction, October 25, 1934, a new lease
as applied for, and
WHEREAS, the TERRITORY, having taken the necessary steps to permit the Company to secure a new lease of the entire remaining area covered by General Leases Nos. 1263 and 1455, under which the Company would be justified to re-arrange its plantation activities thereon, now requests the Company to surrender for cancellation, said General Leases Nos. 1263 and 1455, effective February 10, 1935.

NOW, THEREFORE, the said COMPANY, for and in consideration of the action taken by the Territory to assist it in securing a new lease to warrant it to make the expenditure which it is called upon to do in re-arranging its activities within the land remaining under General Leases Nos. 1263 and 1455, after withdrawing 270 Acres for absolute control of the Navy Department, as aforesaid, and in appreciation of the benefits accruing to it under the new lease which has been arranged for and offered by the Territory for sale at public auction October 25, 1934, has assigned, relinquished, surrendered, and by these presents does hereby assign, release, surrender and yields-up to the Territory for cancellation, all of its right, title, interest and unexpired residue of the term of lease granted by the Territory to the Company by said General Leases Nos. 1263 and 1455, in and to the whole of the lands in said two Leases described remaining under its control, the cancellation of which said two General Leases Nos. 1263 and 1455 hereby surrendered, to be effective February 10, 1935, to which date rent has been paid under General Lease No. 1455.
TO HAVE AND TO HOLD the above surrendered lands and leaseholds thereon, together with all the appurtenances thereunto belonging, unto the said Territory, its successors and assigns forever.

AND, the TERRITORY, by C. T. Bailey, its Commissioner of Public Lands, hereby accepts the surrender, as aforesaid, of the above two General Leases Nos. 1263 and 1455, and does hereby determine and declare said two General Leases Nos. 1263 and 1455 cancelled and of no further effect, as of February 10, 1935.

IN WITNESS WHEREOF the said WAIANAEE COMPANY has hereunto caused its corporate seal to be affixed, and its corporate name to be signed by its proper officers thereunto duly authorized this 18th day of October A. D. 1934, and the TERRITORY OF HAWAII has caused these presents to be executed by C. T. BAILEY, its Commissioner of Public Lands, this 19th day of October A. D. 1934, as of the day and year next above written.

WAIANAEE COMPANY

By _____________________________
Its President

And by _____________________________
Its Treasurer

TERRITORY OF HAWAII

By _____________________________
C. T. Bailey,
Commissioner of Public Lands
On this 18th day of October, A. D. 1934, before me appeared H. A. Walker and S. M. Lowrey, to me personally known, who, being by me duly sworn, did say that they are the President and Treasurer respectively, of the WAIANAE COMPANY, an Hawaiian Corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that the foregoing instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said H. A. Walker and S. M. Lowrey acknowledged the foregoing instrument to be the free act and deed of said corporation.

Notary Public, First Judicial Circuit, Territory of Hawaii.

On this 19th day of October, A. D. 1934, before me personally appeared C. T. BAILEY, Commissioner of Public Lands, to me known to be the person described in and who executed the foregoing instrument and acknowledged to me that he executed the same as his free act and deed as such Commissioner of Public Lands, for and on behalf of the Territory of Hawaii.

Rachel Sullivan
Notary Public, First Judicial Circuit, Territory of Hawaii.
KNOW ALL MEN BY THESE PRESENTS:

THAT, THE TERRITORY OF HAWAI'I, by C. T. Bailey, its Commissioner of Public Lands, hereinafter called the "LICENSEE", acting under the authority in him vested, and pursuant to the sale at public auction held May 31, 1927, of a Land License, for the right to use for a right-of-way for pole and electric transmission line, a strip of land six (6) feet wide of the Government land of Manakuli and three (3) strips of land six (6) feet wide of portions of the Government land of Makualetai, both in the District of Waianae, Oahu, at which sale, THE HAWAIIAN ELECTRIC COMPANY, LIMITED, a Hawaiian corporation, hereinafter called the "LICENSEEE", was the highest bidder therefor, does hereby grant to the said Licensee, a license privilege and authority to go upon the land hereinabove referred to and hereinafter described, and to use the same as a right-of-way for the purpose of constructing and to construct and maintain thereon, a pole and electric transmission line, with the further right to use in conjunction therewith such portions of the adjoining Government land beyond a center line width of 5 feet, as hereinafter described that may be necessary for the proper construction of placements, guys, anchors and other equipment necessary in any and all construction appurtenant to said pole and electric transmission line.

The center line of the strips of land to be covered by and upon which the authority given by this License is operative is described as follows:

PART A. Being portion of the Government
land of Lualualei, Waianae, Oahu, (Government Reserve) lying between Lot 15-C, Lualualei Homesteads 2nd Series, to the South and Land Court Application No. 130, (A. C. Dowsett, et al., Applicants), to the North.

Being a strip of land 6 feet wide, extending for a distance of 3 feet on each side of a center line which is described as follows:-

Beginning at the South end of said center line, and on the North boundary of Lot 15-C, Lualualei Homesteads, 2nd. Series, the direct azimuth and distance from the Northeast corner of said Lot 15-C being 72° 27' 30" 340 feet (approximately) the coordinates of said point of beginning referred to Government Survey Trig. Station "Puu-o-Hula Makai" being 125 feet South and 3173 feet East, as shown on Government Survey Registered Map No. 2165 and running by true azimuths:-

1. 117° 07' 494.0 feet to the top of ridge on the South boundary of Land Court Application No. 130

AREA 0.07 ACRE

PART B. Being portion of the Government land of Lualualei, Waianae, Oahu.

Being a strip of land 6 feet wide, extending for a distance of 3 feet on each side of a center line which is described as follows:-

Beginning at a point on the Northeast boundary of Land Court Application No. 130, A. C. Dowsett, et al., Applicants, the coordinates of said point of beginning referred to Government Survey Trig. Station "Mailihili" being 1940 feet South and 2459 feet East, as shown on Government Survey Registered Map No. 2165, and running by true azimuths:-

1. 163° 22' 2142.0 feet across Lot B, General Lease No. 1455, Waianae Company, Lessee, to the South side of the Waianae Company railroad right-of-way (20 feet wide) License No. 860, Part 8;

2. 163° 22' 20.0 feet across said Waianae Company's railroad right-of-way;

3. 163° 22' 1345.4 feet to top of ridge, passing over a point near to and 23.6 feet to the East of the West corner of Lot 203, Lualualei Homesteads, 3rd Series (Grant 7499 to Hele Leleo);

4. 89° 38' 721.0 feet to the East boundary of Grant 5005 to W. E. Brown.

AREA 0.58 ACRE

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PART C. Being portion of the Government
Land of Nanakuli, Wai'anae, Oahu.

Being a strip of land 6 feet wide, extending
for a distance of 3 feet on each side of a
center line which is described as follows:

Beginning at a point on the mauka side of the new
Wai'anae Road (50 feet wide) the direct azimuth and distance
from the intersection of the Electrical Transmission Line with
the boundary between Honolulu and Nanakuli, being 165° 33'
30" 108 feet, as shown on Government Survey Registered Map No.
2535 and running by true azimuths:

1.  157° 45' 4870 feet to an angle in line, the direct azimuth
   and distance from said angle to a
   concrete monument at the East corner
   of U. S. Military Reservation,
   Presidential Executive Order No.
   2564, dated March 23, 1917; being
   143° 45' 167.6 feet;

2.  153° 13' 2369.5 feet to a point three feet mauka of Lot
   20, Lualualei Homesteads, 2nd.
   Series, (Grant 8203 to Kamila Kua),
   on the boundary between Nanakuli
   and Lualualei.

   AREA 1.00 ACRE.

The conditions under which this license, privilege
and authority is given and on the part of the Licensee to be
observed and performed are as follows:

The Licensee, its servants and employees, may
enter upon, pass and repass over said land at
all times for the purpose for which this License
is granted, but nothing herein contained shall
be construed to confer upon the Licensee, its
servants or employees, any authority, privilege,
right or interest in said land beyond such as
may be necessary for the purposes hereinabove
specified.

The term of this License is for twenty-one (21)
years, commencing from May 31, 1927, during
which period, the Licensee shall, pay to the
Licensor, at the office of its Commissioner of
Public Lands, the sum of Twelve Dollars ($12.00),
annually in advance.

The Licensee, in operating under the authority
of this License, shall exercise its rights and
privileges in such a manner as to avoid unnecessary
damage, nuisance or waste upon the said land and
shall use due care for public safety in the con-
struction of said pole and electric transmission
line, which shall be constructed in such a manner
as not to interfere with the free use of the public

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or anyone having the right to use such roads, railroads, flumes, ditches, pipe-lines and other rights-of-way which said pole and electric transmission line shall cross or border, or with the rights of anyone having the right to use the Government lands through which the right-of-way covered by this License passes, and shall at all times respect the priority rights of others granted under any agreement, lease or license, if any, heretofore issued by the Licensor, covering any interest in the Government land through which this right-of-way passes.

The Licensor, and the City and County of Honolulu, shall under no consideration whatsoever, be held liable for any claim from anyone, for damages to person or property resultant from the construction of said pole and electric transmission line, or from the operation of any equipment placed and maintained by the Licensee on the land covered by this License. And the Licensee hereby covenants with the Licensor that it, the Licensee, will protect and indemnify the Licensor and/or the City and County of Honolulu from and against any and all such claims.

The Licensor, in granting this License reserves to itself the right to take without compensation, any portion of said right-of-way when same is required for public purpose, provided, however, that in exercising said right, the Licensor will protect the continuity of said pole and electric transmission line, if same is then maintained thereon, by substituting a suitable area of adjoining Government land for the portion so withdrawn, and any equipment of the Licensee that may be on the portion so withdrawn, shall be removed to the substituted area by and at the expense of the Licensee.

The Licensor, also reserves the right in itself and to grant to other parties the right and privilege of crossing and using said right-of-way with and for such flumes, pipe-lines, power-lines, roads, railroads, ditches and such other rights-of-way and uses as it may deem advisable, provided, however, that this privilege to so cross the land covered by the authority of this License shall be exercised in such a manner so as not to interfere with the Licensee in the free use of said land for the
purposes herein specified.

The Licensor, agrees with the Licensee, that, should the Licensee at any time find that the service intended to be rendered by the equipment to be placed on the right-of-way covered by this License could be improved by placing same on a right-of-way in another location which will necessitate the abandonment of the right-of-way covered by this License, the Licensee may, upon proper showing in writing of this fact, surrender this License and upon said surrender, the Licensee shall, at its own cost and expense, remove all poles, wires and other equipment from said land within a reasonable time to be specified by the Licensor, and this right and privilege to remove equipment from said right-of-way shall also apply to and extend for thirty days (30) after the expiration of this License.

In case of the violation or failure to observe or perform any of the terms or conditions of this License by the Licensee, at any time or times, the Licensor may, after thirty days (30) written notice to the Licensee and if the Licensor has not then remedied such failure or default, cancel this License.

No right, privilege or authority herein granted or any interest therein or thereunder shall be assigned or in any manner transferred for the whole or any part of the term hereof, without the written consent of the Licensor.

The terms, covenant and conditions hereof, shall be binding upon and run in favor of the Licensor, or its successors and assigns, and the Licensee, its successors and permitted assigns, or transferees, respectively, as the case may be.

IN WITNESS WHEREOF, the Licensor has caused its name to be hereunto subscribed by C. T. Bailey, its Commissioner.
of Public Lands, by and with the approval of W. R. Farrington, Governor of Hawaii, and the Licensee has hereunto caused its corporate seal to be affixed and its corporate name to be signed by its proper officers thereto duly authorized in acceptance of the terms and conditions herein set forth this 30th day of July A.D. 1927.

TERITORY OF HAWAII

By C. T. Bailey
Its Commissioner of Public Lands

LICENSOR

THE HAWAIIAN ELECTRIC COMPANY, LIMITED

By Its President

And By Its Treasurer

LICENSEE

APPROVED THIS DAY 1st of
August A.D. 1927

W. R. Farrington
Governor of Hawaii
TERRITORY OF HAWAII

CITY AND COUNTY OF HONOLULU

On this 28th day of JULY A.D. 1927, personally appeared before me R. A. Cooke and F. E. Blake who, being by me first duly sworn, did say that they are the PRESIDENT and TREASURER, respectively of THE HAWAIIAN ELECTRIC COMPANY, LIMITED, a Hawaiian corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said R. A. Cooke and F. E. Blake acknowledged to me that they executed the same as the free act and deed of said corporation.

Notary Public, First Judicial Circuit, Territory of Hawaii.

TERRITORY OF HAWAII

CITY AND COUNTY OF HONOLULU

On this 2nd day of AUGUST A.D. 1927, personally appeared before me W. R. Farrington and C. T. Bailey, Governor of Hawaii and Commissioner of Public Lands of the Territory of Hawaii, respectively, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed as such Governor and Commissioner of Public Lands, respectively, and on behalf of the Territory of Hawaii.

Notary Public, First Judicial Circuit, Territory of Hawaii.
KNOW ALL MEN BY THESE PRESENTS:

That the TERRITORY OF HAWAII, by its Commissioner of Public Lands, B. G. Rivenburgh, hereinafter called the Licensors, does hereby grant unto the Sandwich Islands Honey Company, Limited, an Hawaiian corporation, hereinafter termed the Licensees, a license, right, privilege and authority to go upon that certain parcel of land situate at Kalualani, Waianae, Oahu, containing an area of 56 acres, more or less, and hereinafter more particularly described, for the purpose of gathering algaroba beans and locating bee hives thereon.

The land covered by this license is more particularly described as follows:

Beginning at Government Survey Trig. Station "Maillilli", marked by a + on a stone and ahu on the summit of Maillillii ridge, from which "Pu o Bula" (marked) is by true azimuth and distance 325° 06' 12629.4 feet, as shown on Government Survey Registered Map No. 2245, and running by true azimuths:

Following along the watershed of Maillillii ridge, the direct azimuths and distances being:
1. 92° 21' 223.5 feet to + on stone and ahu;
2. 95° 51' 422.6 feet to + on stone and ahu;
3. 66° 07' 1300.0 feet to a pipe and ahu on mauka line of Government Road;
4. Thence parallel to and 70 feet mauka from the center line of the Oahu Railway & Land Company's right-of-way to the northwest corner of Lot 10, direct azimuth and distance being 310° 40' 1820 feet;

EXHIBIT F
5. 261° 22' 699.6 feet along Lot 10;
6. 167° 26' 1558.5 feet along Grant 4751 to H. M. von Holt to the point of beginning.

Area 56.0 Acres, more or less.

Excepting and reserving a right-of-way for the Waianae Company 20 feet wide and 40 foot right-of-way for the Government Road through this lot.

This license shall not be construed as including any kuleanas located within the boundaries of the land above described.

The term of said license shall be for Ten (10) years from February 1st, 1918.

The licensee shall pay to the Commissioner of Public Lands, for said license and permission, the sum of TWENTY FIVE DOLLARS ($25.00) per annum, payable semi-annually in advance on the 1st day of February and the 1st day of August of each and every year during the continuance of this license.

No trees or shrubs shall be cut on or removed from the said land by the Licensee, except under the supervision of and with the written consent of the Superintendent of Forestry, and the Licensee shall be held strictly responsible for any trees or shrubs cut or removed without such permission or supervision. The resultant wood is to be paid for by the Licensee at the rate of Fifty Cents (50¢) per cord for wood four inches and under in diameter, and Two and 50/100 Dollars ($2.50) per cord for wood above four inches in diameter.

No right, authority, privilege or license granted herein shall be assigned or in any manner transferred for the whole or any part of the term hereof without the written consent of the Commissioner of Public Lands.
This license may be terminated by either party upon six (6) months' notice in writing.

IN WITNESS WHEREOF, the Licensor has caused its name to be hereunto subscribed by its Commissioner of Public Lands, by and with the approval of the Governor, this 18th day of January, 1918.

TERRITORY OF HAWAII

By [Signature]

Commissioner of Public Lands

APPROVED:

[Signature]

Governor of Hawaii
Executive Order No. 114

Setting Aside Land for Public Purposes

J. Wallace R. Farrington, Governor of the Territory of Hawaii,
by virtue of the authority vested in me by paragraph q of Section 73 of the Hawaiian Organic Act, and every other authority me hereunto enabling, do hereby order that the following described public land be and the same is hereby set aside for public purposes, to-wit, for use by the City and County of Honolulu as a Road Department Headquarters.

DESCRIPTION OF LOT.

That certain piece or parcel of land situate at Nuuanu, City and County of Honolulu, Territory of Hawaii, and bounded and described as follows:

Beginning at Government Survey Trig. Station "Maliili" marked by a + on a stone and ahu on the summit of Maliili Ridge, from which Trig. Station "Puu o Hulua Mauka" is by true azimuth and distance 225° 06' 12629.4 feet, as shown on Government Survey Registered Map No. 2345, and running by true azimuths:-

1. 347° 38' 1558.5 feet along Grant 4751 to H. M. von Holt;
2. 81° 32' 899.6 feet along Lot 10, Nuualualalei Homesteads 2nd Series;
3. Thence along the North side of the Government Main Road, parallel to and 70 feet North of the center line of the O.R. & L. Co.'s right-of-way to a pipe at the South corner of Grant 5006 to W. E. Brown, the direct azimuth and distance being: 180° 55' 1820.5 feet;

EXHIBIT F-1
Thence along Grant 5006 to W. E. Brown, up and along the Mailiili Ridge; the direct azimuths and distances being:—

4. 246° 07' 1300.0 feet;
5. 276° 51' 422.6 feet;
6. 272° 21' 323.5 feet to the point of beginning.

Area 54-00/100 Acres.

Excepting and reserving a right-of-way for the railroad of the Waianae Company (20 feet wide), and a right-of-way for the Government Road (40 feet wide) through this lot, Area 1-55/100 Acres, LEAVING A NET AREA OF 52-45/100 ACRES.

In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the Territory of Hawaii to be affixed.

Done at the Capitol at Honolulu this sixth day of January, Nineteen Hundred and 22.

By the Governor:

[Signature]

Secretary of Hawaii.
EXHIBIT F-2

GOVT. RESERVE LOT
Lualualei, Wai'anae,
- Oahu

Scale 1 in. = 1000 ft

DATE: June 14, 1930

CSF 3701

Executive Order No. 114
Dated: January 6, 1922.
EXECUTIVE ORDER NO. 513

WITHDRAWING LAND FROM THE OPERATION OF EXECUTIVE ORDER NO. 114, AND CANCELLING SAID EXECUTIVE ORDER NO. 114.

WHEREAS, by Executive Order No. 114, certain land at Lualualei, Waianae, City and County of Honolulu, was set aside as Road Department Headquarters for the City and County of Honolulu, and

WHEREAS, the Board of Supervisors of the City and County of Honolulu, by Report No. 1149, of its Committee on Public Works, requested the Commissioner of Public Lands to repossession himself of this land as the City and County has no further use for same.

THEREFORE, I, LAWRENCE M. JUDD, Governor of the Territory of Hawaii, by virtue of the authority in me vested by paragraph Q of Section 73 of the Hawaiian Organic Act and every other authority me hereunto enabling, do hereby order that all of the land at Lualualei, Waianae, Oahu, heretofore set aside by Executive Order No. 114, dated January 6, 1922, for use as Road Department Headquarters, be, and the same is, hereby withdrawn from the operation of said Executive Order No. 114, and said Executive Order No. 114 be, and the same is, hereby declared cancelled and of no effect.

In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the Territory of Hawaii to be affixed. Done at the Capitol at Honolulu this 23rd day of December, Nineteen Hundred and Thirty-One.

EXHIBIT F-3

By the Governor: Secretary of Hawaii.

Approved as to form: Deputy Attorney General.
This Indenture Made this 15th day of May, A.D. 1926, between
COMMISSIONER OF PUBLIC LANDS for and on behalf of the Government of the Territory of Hawaii, of the first part, hereinafter called the Lessor, and

DAVID NAOLE

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 portion of the Government Land of

Lot 16-0,
Lualualei Homesteads, 2nd Series,
Lualualei, Waianae, Oahu.

Beginning at the Southwest corner of this lot, the South corner of Lot 16-0, and on the North side of Government Main Road, the coordinates of said point of beginning referred to Government Survey Trig. Station "Puu-o-Hulu (Makai) being 2983.2 feet South and 4251.5 feet East, as shown on Government Survey Registered Map No. 2717, and running by true azimuths:

1. 224° 34' 804.4 feet along Lot 16-0;
2. 303° 57' 154.1 feet along Lot 17;
3. 41° 47' 834.2 feet along Road Reserve (40 feet wide);
4. 134° 42' 152.0 feet along Government Main Road to the point of beginning.

AREA 3-23/100 ACRES.

EXHIBIT G-1
TO HAVE AND TO HOLD, and singular the said premises herein mentioned and described with the appur-
enances, unto the said Lessee, for, and during the term of fifteen (15) years, to commence from the 15th day of May, A. D. 1926: YIELDING AND PAYING therefor the annual rent of TWENTY-SIX and 50/100 Dollars ($ 26.50), in United States gold coin, payable by equal semi-annual payments in advance, at the office of the Commissioner of Public Lands, in Honolulu, on the 15th day of May and the 15th day of November of each and every year. All taxes, charges and assessments to be levied or imposed thereon by Legislative Authority.
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 _______ Fifteen _______ (....15....) years, to commence from _______ 15th _______ day of _______ May _______ A.D. 1926.... YIELDING AND PAYING therefor the annual rent _______ TWENTY-SIX _______ and 50/100 _______ Dollars ($...26.50...), United States gold coin, payable by equal semi-annual payments in advance, at the office of the Commissioner Public Lands, in Honolulu, on the _______ 15th _______ day of May and the _______ 15th _______ day of November _______ of each 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 taxes, charges, 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 improvements made or to be made thereon.

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 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 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 _______ he _______ 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, every part and parcel thereof, with the appurtenances.

IT IS MUTUALLY AGREED, That at any time or times during the term of this lease, the land demised, or any part 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, serving, 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 session 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 hereinafore reserved shall be reduced in proportion to the value of the part so withdrawn.
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, keep or perform any of the covenants and agreements on his 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 any or other legal process to enter into and upon the said hereby demised premises, or any part thereof, in the name of the said Lessor, 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 amendments herein contained, in 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 next 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 one other instrument... dated and even tenor herewith to be duly executed upon the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

[Territory of Hawaii]

City and County of Honolulu,

On this 3rd day of June, A. D. 1926, before me personally appeared C. T. BAILEY, Commissioner of Public Lands of the Territory of Hawaii, to me known to be the person who executed the foregoing instrument in behalf of the Territory of Hawaii, and acknowledged that he executed the same as the free act and deed of the said Territory of Hawaii.

Notary Public,
First Judicial Circuit.
LOT 15-A-1

Being portion of Lot 15-A
Lualualei Homesteads Second Series,
and portion of the Puu-o-Hulu Government Reserve
on the north side of the Government Main Road.
Lualualei, Waimanalo, Oahu.

Scale: 1 in. = 300 ft.

Revised March 1940

SURVEY DEPARTMENT
TERRITORY OF HAWAII
LOT 15-A-2
15.00 Acres

GOVERNMENT MAIN ROAD (50 Feet wide) To Honolulu

Oahu Railway and Land Co. Right of way

LOT 15-A-2
Being portion of Lot 15-A
Lualualei Homesteads Second Series
Lualualei, Waianae, Oahu.
Scale: 1 in. = 300 ft

EXHIBIT H-1
Territory of Hawaii,
Office of the Government Survey,

Honolulu, T. H. November 5th, 1908.

Lot 15.
Lualualei Homesteads,
Waianae, Oahu.

Beginning at the Northeast corner of this lot at the intersection of the South boundary of Grant 4751 to H. M. von Holt and a 40 foot road reserve, said point being marked by an inch galvanized iron pipe and is by true azimuth and distance 132° 44' 6035.0 feet from a + on rock and ahu on the Southwest portion of Haleakala Ridge, as shown on Government Survey Registered Map No. 2165, and running by true azimuths:

1. 132° 44' 1029.6 feet along Lot 8 (Grant 4751 to H. M. von Holt) to 1-1/2 inch pipe and ahu;
2. 72° 27' 30" 2323.3 feet to 1-1/2 inch pipe and ahu;
3. 34° 41' 432.5 feet to 1-1/2 inch pipe and ahu;
4. Thence along the mauka side of Government Main Road (50 feet wide) parallel to and 70 feet East of the center line of the O. R. & L. Co. track and on a curve to the right having a radius of 1870.5 feet, the direct azimuth and distance being: 288° 23' 1215.5 feet;
5. 227° 46' 738.7 feet along 40 foot road reserve to 1-1/2 inch pipe;
6. 246° 35' 510.0 feet along 40 foot road reserve to 1-1/2 inch pipe;
7. 267° 41' 1050.0 feet along 40 foot road reserve to the point of beginning.

Area 44.8 Acres.

Olaf L. Sorensen
Assistant Government Surveyor.
KNOW ALL MEN BY THESE PRESENTS:

That the TERRITORY OF HAWAII, by its Commissioner of Public Lands, B. G. Eiliverburgh, hereinafter called the Licensor, does hereby grant unto the Sandwich Islands Honey Company, Limited, an Hawaiian corporation, hereinafter termed the Licensee, a license, right, privilege and authority to go upon that certain parcel of land situate at Lualualei, Waianae, Oahu, containing an area of 132.0 acres, more or less, and hereinafter more particularly described, for the purpose of gathering algaroba beans and locating bee hives thereon.

The land covered by this license is more particularly described as follows:

Beginning at the intersection of the Southwest line of Lot 9, Grant 4751 to H. M. von Holt, and the Southeast line of Lot 14, the true azimuth and distance from Government Survey Trig. Station "Maillili" being 347° 33' 10140.9 feet, as shown on Government Survey Registered Map No. 2165, and running by true azimuths:

1. 77° 31' 1993.0 feet along Lot 14;
2. Thence following along the mauka side of the Government Road 70 feet from and parallel to the center line of the O. R. & L. Co's. right-of-way, the direct azimuths and distances of chords being (1) 219° 06' 8500 feet; (2) 281° 55' 1700.0 feet to West corner of Lot 15;
3. 214° 42' 423.5 feet along Lot 15;
4. 252° 27.5' 2223.3 " " "
5. 132° 44' 385.4 " Grant 4751 to H. M. von Holt;

EXHIBIT H-3
This license shall not be construed as including any kuleanas located within the boundaries of the land above described.

The term of said license shall be for Ten (10) years from February 1st, 1918.

The Licensee shall pay to the Commissioner of Public Lands, for said license and permission, the sum of TWENTY FIVE DOLLARS ($25.00) per annum, payable semi-annually in advance on the 1st day of February and the 1st day of August of each and every year during the continuance of this license.

No trees or shrubs shall be cut on or removed from the said land by the Licensee, except under the supervision of and with the written consent of the Superintendent of Forestry, and the Licensee shall be held strictly responsible for any trees or shrubs cut or removed without such permission or supervision. The resultant wood is to be paid for by the Licensee at the rate of Fifty Cents (50¢) per cord for wood four inches and under in diameter, and Two and 50/100 Dollars ($2.50) per cord for wood above four inches in diameter.

No right, authority, privilege or license granted herein shall be assigned or in any manner transferred for the whole or any part of the term hereof without the written consent of the Commissioner of Public Lands.
This license may be terminated by either party upon
six (6) months' notice in writing.

IN WITNESS WHEREOF, the Licensor has caused its
name to be hereunto subscribed by its Commissioner of Public
Lands, by and with the approval of the Governor, this 18th
day of January, 1918.

TERRITORY OF HAWAII,

Approved:

[Signature]
Commissioner of Public Lands.

By [Signature]
Governor of Hawaii.
This Indenture Made this 15th day of November, A.D. 1924, between the
COMMISSIONER OF PUBLIC LANDS for and on behalf of the Government of the Territory of Hawaii, of the first
part, hereinafter called the Lessee, and

GEORGE H. HOLT,

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 con-
tained, on the part and behalf of the said Lessee, to be paid, kept and performed, he, the said Lessee, 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
portion of the Government Land of

Lot 15-A, Lualualei Homesteads (Second Series),
Waianae, Oahu,

Beginning at an iron pipe at the West corner of this lot and the South
corner of Government Reserve and on the North side of the Government Road, 70 feet
from the center line of the O.R.& I. Co.'s. railroad track, the coordinates of said
point of beginning referred to Government Survey Trig. Station "Puu-o-Hulu Makai"
being 749.6 feet South and 619.7 feet West, as shown on Government Survey Regis-
tered Map No. 2030, and running by true azimuths:

1. 219° 35' 450.0 feet along Government Reserve to a stake;
2. 281° 13' 1689.7 feet along Government Reserve to a stake;
3. 34° 41' 432.5 feet along Lot 15 to a 1/2 inch pipe on the North
side of Government Road;
4. Thence along the road on a curve to the left with a radius of 5800 feet for
a distance of 460 feet to a stake, the direct azi-
muth and distance being: 101° 34' 460.0 feet;
5. 98° 42' 840.0 feet along the road to a stake;
6. Thence along the road on a curve to the right with a radius of 1770 feet for
a distance of 433.5 feet to the point of beginning,
the direct azimuth and distance being: 105° 50'
433.5 feet.

RESERVING to the Territory of Hawaii the right to at any time take
without compensation rock or gravel for road purposes.

EXHIBIT H-5
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 FIVE (5) years, to commence from the 15th day of NOVEMBER, A.D. 1924:

YIELDING AND PAYING therefor the annual rent of THIRTY and 00/100 Dollars ($35.00), in United States gold coin, payable by equal payments in advance, at the office of the Commissioner of Public Lands, in Honolulu, on the 15th day of November 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, charges, 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 his 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 Lessor of, from and against all damages, costs, expenses and charges which he or the Government of the Territory 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, spill 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 tare 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, 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 tare excepted), as the same are at present or may hereafter be put by the Lessee.

IT IS MUTUALLY AGREED, That at any time or 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, corporations 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 hereinafore reserved shall be reduced in proportion to the value of the part so withdrawn.
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, keep or perform any of the covenants and agreements on his 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 amendments 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 one other instrument of like date and even tenor herewith to be duly executed upon the day and year first above written

Signed, Sealed and Delivered
in the Presence of—

Commissioner of Public Lands.

Lessee.

Lessee.

Lessee.
Lot 15-A,
Lualualei Homesteads (Second Series),
Waianae, Oahu.

Beginning at an iron pipe at the West corner of this lot and the South corner of Government Reserve and on the North side of the Government Road, 70 feet from the center line of the O.R. & L. Co's. railroad track, the coordinates of said point of beginning referred to Government Survey Trig. Station "Puu-o-Hulu Makai" being 749.6 feet South and 619.7 feet West, as shown on Government Survey Registered Map No. 2040, and running by true azimuths:

1. 219° 35' 450.0 feet along Government Reserve to a stake;
2. 281° 13' 1689.7 feet along Government Reserve to a stake;
3. 34° 41' 432.5 feet along Lot 15 to a 1/2 inch pipe on the North side of the Government Road;
4. Thence along the road on a curve to the left with a radius of 5500 feet for a distance of 460 feet to a stake, the direct azimuth and distance being: 101° 34' 460.0 feet;
5. 98° 42' 340.0 feet along the road to a stake;
6. Thence along the road on a curve to the right with a radius of 1770 feet for a distance of 433.5 feet to the point of beginning, the direct azimuth and distance being: 105° 50' 433.5 feet.

AREA 16-11/100 ACRES.

Compiled from survey of H.H. Allen, by
Assistant, Survey Department.

In the presence of:

Commissioner of Public Lands.

TERRITORY OF HAWAII
City and County of Honolulu.

On this 29th day of November, A.D. 1924, before me personally appeared.................. C. T. BAILEY, Commissioner of Public Lands of the Territory of Hawaii, to me known to be the person who executed the foregoing instrument in behalf of the Territory of Hawaii, and acknowledged that he executed the same as the free act and deed of the said Territory of Hawaii.

Rachel O'Bryan, Deputy Surveyor.
TERRITORY OF HAWAI'I.
City and County of Honolulu.

On this 29th day of November A. D., 1924, before me personally appeared C. T. BALEY, Commissioner of Public Lands of the Territory of Hawaii, to me known to be the person who executed the foregoing instrument in behalf of the Territory of Hawaii, and acknowledged that he executed the same as the free act and deed of the said Territory of Hawaii.

Rachel [Signature]
Notary Public,
First Judicial Circuit.
This Indenture Made this 1st day of September, A.D., 1937, between the COMMISSIONER OF PUBLIC LANDS for and on behalf of the Government of the Territory of Hawaii, of the first part, hereinafter called the Lessor, and

WILLIAM D. HOLT
of Honolulu, Oahu

of the second part, hereinafter called the 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 portion of the Government Land of Lualualei, being Lot 15-A, Lualualei Homesteads, Second series, Waianae, Oahu, which lot is more particularly described as follows:

Beginning at a 1-1/2-inch pipe at the Southeast corner of this lot, the West corner of Lot 15-B, Lualualei Homesteads, Second series, (Grant 9500 to Severina Holt Chan), and being also the West corner of File Plan 331, and on the North side of the Government Main Road, the coordinates of said point of beginning referred to Government Survey Triangulation Station "Puu-O-Hulu Makan" being 1079.1 feet South and 1081.2 feet East, as shown on Government Survey Registered Map 2040 and running by azimuths measured clockwise from true South:

1. Along the North side of the Government Road on a curve to the left, parallel to and 70 feet from the center line of Oahu Railway and Land Company's railroad track, the direct azimuth and distance being 100° 23' 460.0 feet to a 1-inch pipe;

2. 98° 46' 840.00 feet along the North side of the Government Road, parallel to and 70 feet from the center line of Oahu Railway and Land Company's railroad track to a 1-inch pipe;

3. 107° 00' 210.0 feet along the North side of the Government Road;

4. 114° 58' 213.3 feet along same to a 1-inch pipe;

5. 219° 35' 417.4 feet along Government Reserve to a + on rock;

6. 281° 13' 1689.7 feet along Government Reserve to a 1-1/2 inch pipe;

7. 34° 41' 432.5 feet along Lot 15-B, Lualualei Homesteads, Second Series (Grant 9500 to Severina Holt Chan) along "CHAN TRACT" (File Plan 331) to the point of beginning.

EXHIBIT H-6

AREA 16.18 ACRES
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 September, A.D. 1937:

YIELDING AND PAYING

therefor the annual rent ofTwenty-five and 00/100 Dollars ($25.00),
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 1st day of each September 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 his 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 Territory 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 he shall pay the annual rent, and keep and observe the cove-
nants, 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 or 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 Ha-
waiian 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 June 22, 1937, (Ad Bk. 13 - p. 19), that the Lessor reserves and it does hereby reserve, the right for its agents and representatives and its political subdivisions to enter or cross the land 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, keep or perform any of the covenants and agreements on his 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 amendata 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 one other instrument of like date and even tenor herewith to be duly executed upon the day and year first above written.

Commissioner of Lands.

(WILLIAM A. HOLT)  Lessee.

Lessee.

Lessee.
INDIVIDUAL

On this 29th day of November, A.D. 1924, before me personally appeared
GEORGE H. HOLT, being known to be the person described in and who executed the foregoing instrument
acknowledged that he executed the same as his free act and deed.

RACHEL O'SULLIVAN
Notary Public, First Judicial Circuit,
Territory of Hawaii.
STATE OF HAWAII

(Grant)
Issued On

SALE PURSUANT TO SECTION 171-95(a)(1)
HAWAII REVISED STATUTES

By THIS PATENT the State of Hawaii, in conformity with the laws of the State of Hawaii relating to public lands and pursuant to the approval by the Board of Land and Natural Resources on August 27, 1976

makes known to all men that it does this day grant and confirm unto

the CITY AND COUNTY OF HONOLULU,
a body corporate and politic in the State of Hawaii, hereinafter called the "Patentee," for the use of the Board of Water Supply

for the consideration of an exchange of land known as the Kahala Heights State Park, the receipt whereof is hereby acknowledged,

all of the land situate at WAIANAE CORPORATION YARD AND ACCESS EASEMENT "A-1", LUAUALEI, WAIANAE, OAHU, HAWAII, being a portion of the Government (Crown) Land of Lualualei, containing an area of 59,996 square feet, more or less, and 3,665 square feet, more or less respectively, more particularly described in Exhibit "A" and delineated on Exhibit "B", both of which are attached hereto and made a part hereof, said exhibits being, respectively, a survey description and a survey map prepared by the Survey Division, Department of Accounting and General Services, State of Hawaii, both being designated C.S.P. No. 19,511 and dated April 1, 1982.

RESERVING TO THE STATE OF HAWAII, ITS SUCCESSORS AND ASSIGNS, THE FOLLOWING:

(1) All minerals as hereinafter defined, in, on or under the land and the right, on its own behalf or through persons authorized by it, to prospect for, mine and remove such minerals and to occupy and use so much of the surface of the ground as may be required for all purposes reasonably extending to the mining and removal of such minerals herein, shall mean any or all oil, gas, coal, phosphate, sodium, sulphur, iron, titanium, gold, silver, bauxite, bauxitic clay, diaspore, boehmite, laterite, gibbsite, alumina, all ores of aluminum and, without limitation thereon, all other mineral substances and ore deposits, whether solid, gaseous or liquid, including all geothermal resources, in, on, or under the land, fast or submerged; provided, that "minerals" shall not include sand, gravel, rock or other material suitable for use and when used in general construction in furtherance of the Patentee's permitted activities on the land and not for sale to others.

EXHIBIT H-8
(2) All surface and ground waters appurtenant to the said land and the right on its own behalf or through persons authorized by it, to capture, divert or impound the same and to occupy and use so much of the said land as may be required in the exercise of this right reserved.

(3) All prehistoric and historic remains found in, on or under said land.

Provided, however, that as a condition precedent to the exercise of the rights reserved in Paragraphs 1 and 2, just compensation shall be paid to the Patentee for any of Patentee's improvements taken.

THIS PATENT is subject to the following conditions:

The use of the foregoing remnant, whether in combination, consolidation or otherwise with other lands, shall be in accordance with the appropriate zoning and subdivision ordinances of the County of Hawaii.

The use and enjoyment of the lands herein granted shall not be in support of any policy which discriminates against anyone based upon race, creed, sex, color, national origin, or a physical handicap.

TO HAVE AND TO HOLD said granted land unto the said CITY AND COUNTY OF HONOLULU,
a body corporate and politic in the State of Hawaii,
its successors and assigns forever; subject, however, to the terms, conditions and covenants herein set forth.

IN WITNESS WHEREOF, the State of Hawaii, by its Board of Land and Natural Resources, has caused the Seal of the Department of Land and Natural Resources to be hereunto affixed and this Patent to be duly executed this 22\textsuperscript{nd} day of February, 1983.

Approved by the Board of Land and Natural Resources at Its Meeting Held on August 27, 1976

STATE OF HAWAII
Board of Land and Natural Resources

By

Chairman and Member

By Member

APPROVED AS TO FORM:

Written by:..........................

WAIANAE CORPORATION YARD

Beginning at the west corner of the parcel of land and on the northeast side of Farrington Highway, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU-O-HULU MAKAI" being 174.99 feet North and 1813.12 feet West, thence running by azimuths measured clockwise from True South:-

1. 221° 37' 199.66 feet along the remainder of the Government (Crown) Land of Lualualei;

2. 311° 37' 300.00 feet along the remainder of the Government (Crown) Land of Lualualei;

3. 41° 37' 200.00 feet along the remainder of the Government (Crown) Land of Lualualei;

4. 131° 37' 268.91 feet along the northeast side of Farrington Highway;

5. Thence along the northeast side of Farrington Highway, on a curve to the right with a radius of 1407.50 feet, the chord azimuth and distance being: 132° 14' 58" 31.09 feet to the point of beginning and containing an AREA OF 59,996 SQUARE FEET or 1.377 ACRES.

ACCESS EASEMENT "A-1"

Beginning at the south corner of this easement, being also the initial point of the above-described Waianae Corporation Yard, thence running by azimuths measured clockwise from True South:-

EXHIBIT MAP
1. Along the northeast side of Farrington Highway, on a curve to the right with a radius of 1407.50 feet, the chord azimuth and distance being: 133° 43' 02" 41.02 feet;

2. 228° 00' 94.13 feet along the remainder of the Government (Crown) Land of Lualualei;

3. Thence along the remainder of the Government (Crown) Land of Lualualei, on a curve to the left with a radius of 85.00 feet, the chord azimuth and distance being: 224° 48' 30" 9.46 feet;

4. 311° 37' 30.00 feet along the remainder of the Government (Crown) Land of Lualualei;

5. 41° 37' 104.50 feet along the Waianae Corporation Yard to the point of beginning and containing an AREA OF 3665 SQUARE FEET.

SURVEY DIVISION
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
STATE OF HAWAII

By: Robert T. Hashimoto
Land Surveyor

Compiled from data
fur. by Wm. Hee & Assoc., Inc.
and Govt. Survey Records.
PUU-O-HULU TUNNEL SITE
S.L. S-4487 to Headquarters, Hawaii Wing,
Civil Air Patrol, Aux. of the U.S. Air Force
(C.S.F. 17461)

TRUE NORTH
Scale 1/16=.001:

FARRINGTON
HIGHWAY

Ulehawa Beach Park
Parcel 3
Governor's Executive Order 2469
(C.S.F. 15422)

WAIANA Cat CORPORATION YARD
59,996 SQ.FT.
OR 1.377 ACRES

Access Easement "A-1"
3665 SQ.FT.

174.99 N
1813.12 W
"PUU-O-HULU MAHAL"A

1813.12 W
174.99 N

WAIANA CORPORATION YARD
AND ACCESS EASEMENT "A-1"
Lualualei, Waianae, Oahu, Hawaii
Scale: 1 inch = 100 feet

EXHIBIT H-9

EXHIBIT B