

RECORDATION REQUESTED BY:

DIXON & OKURA
ATTORNEYS AT LAW
101 Aupuni Street, Suite 202
Hilo, Hawaii 96720
Tel: 961-2847

86-33589

MAR 25 11:00

AFTER RECORDATION, RETURN TO:

19376 44

RALEIGH T. SAKADO
540 11th Avenue
Honolulu, Hawaii 96816

RETURN BY: MAIL (X) PICKUP ()
Affects TMK No. (Hawaii County) 6-6-05-24

DEED IN TRUST

THIS DEED, made this 21st day of March, *hmt*
1986, by MIKE TOSHIO SAKADO, husband of Betsy Aiko Sakado, as
Trustee of that certain Mike Toshio Sakado Revocable Living Trust
dated August 20, 1981, made by and between Mike Toshio Sakado, as
Settlor, and Mike Toshio Sakado, as Trustee, whose residence
address is Kamuela, Hawaii, and whose mailing address is P. O.
Box 362, Kamuela, Hawaii 96743, hereinafter called the "Grantor,"
and RALEIGH T. SAKADO, AS TRUSTEE UNDER THAT CERTAIN IRREVOCABLE
TRUST AGREEMENT DATED MARCH 21, 1986, AND SUCCESSORS AS TRUSTEE
THEREUNDER, having all powers under said trust agreement,
including full power to sell, convey, exchange, mortgage, lease,
assign or otherwise deal with and dispose of all lands of the
trust estate and interests therein, whose residence and mailing
address is 540 11th Avenue, Honolulu, Hawaii 96816, hereinafter
called the "Grantee,"

W I T N E S S E T H :

That in consideration of the sum of TEN DOLLARS
(\$10.00) and other valuable consideration paid by the Grantee,

CONVEYANCE TAX... 00.00



P.B. MAR 25 '86 10517



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the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey unto the Grantee and Grantee's successors in trust and assigns in fee simple:

All of those certain parcels of land together with improvements thereon situate at South Kohala, Island, County and State of Hawaii, described on the tax maps of the County of Hawaii as Tax Map Key No. 6-6-05-24 and more particularly described on the attached Exhibit "A" incorporated herein by reference; subject, however, to the encumbrances, if any, noted therein.

And the reversions, remainders, rents, issues and profits thereof and all of the estate, right, title and interest of the Grantor, both at law and in equity, therein and thereto;

TO HAVE AND TO HOLD the same, together with all buildings, improvements, rights, easements, privileges and appurtenances thereon and thereto belonging or appertaining or held and enjoyed therewith, unto the Grantee, its successors in trust and assigns, forever.

The obligations of the Grantor shall be binding upon the Grantor's heirs, personal representatives, successors, successors in trust and assigns. All obligations undertaken by two or more persons shall be deemed to be joint and several unless a contrary intention shall be clearly expressed elsewhere herein.

The conveyance herein set forth is expressly declared to be in favor of the Grantee, the Grantee's successors in trust, and assigns.

The terms "Grantor" and "Grantee," as and when used herein, or any pronouns used in place thereof, shall mean and

include the masculine or feminine, the singular or plural number, individuals, partnerships, corporations, or fiduciaries and their and each of their respective successors, successors in trust, heirs, personal representatives and assigns, according to the context thereof. If these presents shall be signed by two or more Grantors or by two or more Grantees, all covenants of such parties shall for all purposes be joint and several.

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

Mike Toshio Sakado

MIKE TOSHIO SAKADO, husband of
Betsy Aiko Sakado, as Trustee of
that certain Mike Toshio Sakado
Revocable Living Trust dated
August 20, 1981

-GRANTOR

STATE OF HAWAII
COUNTY OF HAWAII

)
) ss.
)

19376 47

On this 21st day of March, 1986, before me personally appeared MIKE TOSHIO SAKADO, husband of Betsy Aiko Sakado, as Trustee of that certain Mike Toshio Sakado Revocable Living Trust dated August 20, 1981, 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 such Trustee.

Helen M. Rogers
Notary Public, State of Hawaii

My commission expires: 2-2-90

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-F I R S T:-

All of that certain parcel of land (being all of the land described in Land Patent Grant Number S-14,486 issued to Mike Toshio Sakado, whose wife is Betsy Aiko Okura Sakado), situate, lying and being at Lalamilo and Lihue, Waimea, in the District of South Kohala, Island, County and State of Hawaii, and being LOT NUMBER SIX (6) PART "A", of the "LALAMILO FARM LOTS", and thus bounded and described:-

Beginning at a pipe at the east corner of this parcel of land, the north corner of Part A of Lot 5 of Lalamilo Farm Lots and on the southwesterly boundary of Grant 13134 to Richard Smart, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU PA" being 9837.80 feet North and 6000.20 feet East, as shown on Government Survey Registered Map H.S.S. Plat 420, thence running by azimuths measured clockwise from True South:-

1. 36° 30' 318.86 feet along Part A of Lot 5 of Lalamilo Farm Lots;
2. 70° 31' 608.11 feet along Part B hereinafter described;
3. 126° 30' 450.66 feet along the northeast side of 40-foot Roadway;
4. 170° 19' 497.73 feet along Part C hereinafter described;
5. 216° 30' 441.25 feet along Part A of Lot 7 of Lalamilo Farm Lots to a pipe;
6. 304° 39' 15" 1150.60 feet along Grant 13134 to Richard Smart to the point of beginning

Containing an AREA OF 17.847 ACRES, or thereabouts.

RESERVING to the State of Hawaii, its successors and assigns in perpetuity, an easement for pipeline over, under, upon and across the above described Part A together with the right of ingress and egress thereto for the maintenance, inspection, reconstruction and repair of said pipeline; said easement being shown on plan attached hereto and made a part hereof and is more particularly described as follows:

Beginning at the east corner of this easement and on the southeast boundary of Part A described above, the true azimuth and distance to the initial point of said Part A being 216° 30' 60.03 feet, thence running by azimuths measured clockwise from True South:-

EXHIBIT A

1. 36° 30' 20.01 feet along Part A of Lot 5 of Lalamilo Farm Lots;
2. 124° 39' 15" 1150.60 feet;
3. 216° 30' 20.01 feet along Part A of Lot 7 of Lalamilo Farm Lots;
4. 304° 39' 15" 1150.60 feet to the point of beginning and containing an AREA OF 0.528 ACRE.

RESERVING, HOWEVER, to the State of Hawaii the right to resume title to the proposed Waimea Bypass Highway (80 feet wide) and all access rights thereto at the same unit price per acre as that paid by the Grantee herein to the State, the location of said Waimea Bypass Highway to be along the northeast boundary of Part A of Lot 6, as shown on plan attached hereto and made a part hereof. The State shall not pay for any improvements within the 80 foot road strip and no structures of a permanent nature shall be placed hereon.

-S E C O N D:-

All of that certain parcel of land (portion of the land described in Royal Patent Grant Number 1157 to George W. Macy and James Louzada conveyed to the Territory of Hawaii by Richard Smart by Deed dated June 12, 1956 and recorded in Liber 3126, Pages 36-55 (Land Office Deed 13596)), situate, lying and being at Lalamilo and Lihue, Waimea, in the District of South Kohala aforesaid, and being LOT NUMBER SIX (6) PARTS "B" AND "C", of the "LALAMILO FARM LOTS", and thus bounded and described:-

PART "B":-

Beginning at a pipe at the south corner of this parcel of land, the west corner of Part B of Lot 5 of Lalamilo Farm Lots and on the northeast side of 40-foot Roadway, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU PA" being 9176.30 feet North and 5510.71 feet East, as shown on Government Survey Registered Map U.S.S. Plat 420, thence running by azimuths measured clockwise from True South:

1. 126° 30' 340.20 feet along the northeast side of 40-foot Roadway;
2. 250° 31' 608.11 feet along Part A hereinabove described;
3. 36° 30' 504.05 feet along Part B of Lot 5 of Lalamilo Farm Lots to the point of beginning.

Containing an AREA OF 1.968 ACRES, or thereabouts.

-PART "C":-

Beginning at a pipe at the west corner of this parcel of land, the south corner of Part B of Lot 7 of Lalamilo Farm Lots and on the northeast side of 40-foot Roadway, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU PA" being 9860.35 feet North and 4586.26 feet East, as shown on Government Survey Registered Map U.S.S. Plat 420, thence running by azimuths measured clockwise from True South:-

1. 216° 30' 344.60 feet along Part B of Lot 7 of Lalamilo Farm Lots;
2. 350° 19' 497.73 feet along Part A hereinabove described;
3. 126° 30' 359.14 feet along the northeast side of 40-foot Roadway to the point of beginning.

Containing an AREA OF 1.421 ACRES, or thereabouts.

RESERVING to the State of Hawaii, its successors and assigns, in perpetuity, all rights to ground but not to surface waters which are or may be appurtenant to the hereinabove described land or the ownership thereof.

RESERVING ALSO to the State of Hawaii, its successors and assigns, in perpetuity, all minerals 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 minerals and to occupy and use so much of the surface of the land as may be required for all purposes reasonably extending to the mining and removal of such minerals by any means whatsoever, conditioned upon the payment, prior to any exercise of such right, of compensation for destruction, damage, or injury, caused by the exercise of such right to occupy and use said land, of or to permanent improvements placed upon the land; provided, however, that this right shall not be exercised until any annual crops growing on the land have been harvested.

"Minerals" within the meaning of such reservation shall mean any or all oil, gas, coal, phosphate, sodium, sulfur, 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, in, on or under the land; provided, that "minerals" shall not include sand, rock, gravel, and other similar materials when used in road or building construction.

The Grantee covenants, for himself, his heirs and assigns, that the use and enjoyment of the land herein conveyed shall not be in support of any policy which discriminates against anyone based upon race, creed, color or national origin.

SUBJECT, HOWEVER, AS AFORESAID, AND SUBJECT, FURTHER, to the reservation in favor of the State of Hawaii of all mineral and metallic mines as reserved in Royal Patent Grant Number 1157, and SUBJECT, ALSO, to the following covenants and conditions as the same are contained in that certain Deed hereinbefore mentioned and referred to dated April 25th, 1966 and recorded in said Registry Office in Liber 5321 on Pages 389-396, to-wit:-

"(a) That the land hereby conveyed shall be used for agricultural purposes only; PROVIDED, HOWEVER, that prior written consent must be obtained from the Board of Land and Natural Resources before the Grantee, his heirs and assigns, can devote or place said land to a use or uses other than for agricultural purposes except personal residence. Incidental use other than agricultural if in direct support of furtherance of an agricultural use for the remainder of the land will be permitted by the Board. The words "agricultural" and "agriculture" used herein are hereby defined as and limited to the growing of truck and orchard crops.

(b) That only one (1) dwelling will be allowed on the land; provided, however, that the Board may authorize at its discretion any additional dwellings. Any dwelling erected on the land shall be of masonry or new building materials and must contain an area of not less than 800 square feet exclusive of garage and open lanai. The building plans and specifications of the dwelling must have the prior approval of the Chairman of the Board of Land and Natural Resources before the initiation of construction. Incidental structures, such as barns, etc., will be permitted subject to prior approval of the building plans and specifications by said Chairman. The Grantee shall make no major alterations of or additions to any building which may be situated on the land without first obtaining written consent of said Chairman.

(c) That the Grantee, his heirs and assigns, shall pay the minimum charges on irrigation water service set by the Board of Land and Natural Resources, regardless whether such minimum charges are utilized or not.

(d) That should any mortgagee to the above described land decide to foreclose, the State of Hawaii shall have the first option to repurchase the interest of the mortgagee. The said mortgagee shall notify the Department of Land and Natural Resources at Honolulu, Hawaii, by registered mail, of its intention to foreclose said mortgage and shall also simultaneously record a copy of said notice in the Bureau of Conveyances,

Honolulu, Hawaii. The State of Hawaii through its Department of Land and Natural Resources shall notify the mortgagee of its decision whether or not it will exercise its first option to repurchase by registered mail within thirty (30) days after the date of recordation of the notice to foreclose by the mortgagee and the State of Hawaii shall also record its notice of its said decision in the Bureau of Conveyances, Honolulu, Hawaii.

(e) That the Grantee must personally cultivate the land for ten (10) years.

(f) That should the Grantee, his heirs and assigns, subdivide or develop or utilize said land for a use other than the purposes for which said land is sold, the State of Hawaii, through and by its Board of Land and Natural Resources, shall have the right to reacquire the title, right and interest in and to said land by the payment to the Grantee of a fair market value of the land and improvements thereon but excluding the value of the crops thereon, as of the date of such reacquisition, which fair market value shall be based upon the agricultural use of such land.

The aforementioned fair market value shall be determined by two (2) independent appraisers, one of whom shall be selected by the Grantee and the other by the State of Hawaii; provided, however, that should the appraisers fail to agree upon a fair market value, then, the determination of fair market value shall be made by arbitration as provided for under Chapter 188, Revised Laws of Hawaii 1955, as amended, from time to time. Each party selecting an appraiser shall pay for the cost of such appraisal. Should there be a third appraiser selected, then, the State of Hawaii and the Grantee shall bear the cost of such third appraiser equally."