

RECORDATION REQUESTED BY:

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECEIVED FOR RECORD
LIBER 10855 PG 232

75- 60448

1975 AUG 22 AM 9:28

AFTER RECORDATION, RETURN TO:

County of Hawaii

Planning Dept.

25 Aiea

Hilo, Hawaii 96720

RETURN BY: Mail ☒ Pickup ☐

Charles Neumann III

REGISTER

FARM DWELLING AGREEMENTWHEREAS, MR & MRS HORACE HIEOSHI TOHARA,whose residence address is Box 604, Honokaa, HI
96727,

desires to enter into an agreement with the Planning Department of the County of Hawaii.

NOW, THEREFORE, IT IS HEREBY AGREED that the undersigned may construct an additional single-family farm dwelling unit located on property legally described as follows:

POR. OF AHUALOA HOMESTEADS
HAAKUA HAWAII

TMK: 4-6-08: 51 Lot No. 24

CONTAINING AN AREA OF 12.971 ACRES

and zoned A-5a

by the County of Hawaii and classified Agriculture by the State Land Use Commission.

IT IS HEREBY ACKNOWLEDGED that the undersigned is the OWNER
_____ of the property above described.

IT IS HEREBY FURTHER AGREED that this approval is given subject to the following conditions:

1. Said dwelling shall be used to provide shelter to only person(s) conducting substantial agricultural activity on the subject land. An agricultural activity is considered substantial only if it provides a major source of income to the person(s) occupying the dwelling; and
2. Said and existing dwellings shall not be rented, leased, and/or sold to any person(s) not engaging in substantial agricultural activity on the subject land; and

3. That the Owner shall grant to the Planning Department the right-of-entry at the Planning Department's convenience to periodically inspect the premises to assure compliance with provisions of this agreement; and

4. That this agreement shall run with the land and apply to all persons who may or in the future use or occupy the dwelling above described; and

5. All of the provisions of these conditions shall be recorded with the State of Hawaii Bureau of Conveyances. A copy of the recordation shall be forwarded to the Planning Department, County of Hawaii, no later than six (6) months from the date of approval of the building permit for the said dwelling; and

6. Failure of Owner to abide by this agreement shall result in the immediate removal of the said FARM DWELLING EXISTING AS OF JULY 9, 1975 WITH APPROXIMATELY 700 SQUARE FEET by the Owner at Owner's expense upon demand by County.

Upon Owner's failure to remove said second farm dwelling within one month after demand is made by the County, the parties agree that this agreement will be a nullity and the County may treat said second farm dwelling as a violation of the ordinances then in existence. The parties further agree that the enforcement provision of this agreement shall be binding on all heirs, devisees and assigns.

IT IS HEREBY FURTHER AGREED that if this agreement is with a lessee, the legal owner shall be a party to this agreement.

IT IS HEREBY FURTHER AGREED that should the pertinent provisions of the State and County laws and rules and regulations change to authorize said dwelling, upon request of the undersigned, this agreement may be reconsidered for possible amendment and/or severance.

IN CONSIDERATION OF THE AFORESAID, the Planning Department, County of Hawaii, hereby approves this agreement as being in conformity with

Section 2.14 of the State Land Use District Regulations and Chapter 205, Hawaii Revised Statutes, as amended, relative to permitted uses within the Agricultural District.

IN WITNESS WHEREOF, the said HIROSHI HORACE TOHARA
KIMIYO TOHARA has/have caused this instrument
 to be executed on the 10th day of July, 19 75.

Hiroshi Horace Tohara

Kimiyo Tohara

STATE OF HAWAII)
) SS:
 COUNTY OF HAWAII)

On this 10th day of July, 19 75, before me
 personally appeared Hiroshi Horace Tohara and Kimiyo Tohara
 to me known to be the person described in and who executed the fore-
 going instrument, and acknowledged that They executed the same, by
 signing, and delivering the same, as Their free act and deed.

Clyde H. Moore
 Notary Public, Third Judicial
 Circuit, State of Hawaii

My commission expires: February 27, 1977

ACCEPTED:

Paul Fuke
 Planning Director
 County of Hawaii
 Date: 19 Aug 75

APPROVED AS TO FORM AND LEGALITY:

Clifford H. F. Fum
 Corporation Counsel
 County of Hawaii
 Date: AUG 14 1975

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

80- 61673

RECORDATION REQUESTED BY:

80 JUN 6 PM 2: 05

AFTER RECORDATION, RETURN TO:

PLANNING DEPT.

COUNTY OF HAWAII

25 AUPUNI ST., HILO, HAWAII 96720

RETURN BY: MAIL

LIBER/PG. 14778 563
C.F. NEUMANN III, REGISTRAR

CANCELLATION OF FARM DWELLING AGREEMENT

THIS AGREEMENT made and executed this 4th day
of June, 1980, by and between HIROSHI H.
TOHARA AND KIMIYO TOHARA, hereinafter called the "First
Party", whose mailing address is P. O. Box 604, Honokaa,
Hawaii, and the COUNTY OF HAWAII, hereinafter called the
"Second Party";

W I T N E S S E T H:

WHEREAS, on August 19, 1975 an agreement was entered
into by and between the First Party and the Second Party
whereby the First Party was authorized to construct an
additional single-family farm dwelling building located
on the property described as Tax Map Key: 4-6-08-51 and
zoned A-5a by the Second Party and classified agriculture
by the State Land Use Commission, and

WHEREAS, the agreement to construct an additional
single-family dwelling unit contained 6 conditions, and

WHEREAS, the agreement also provided that should the
pertinent provisions of the State and County laws and
rules and regulations change to authorize said dwelling,
upon request of the First Party, the agreement dated

August 19, 1975 may be considered for possible amendment and/or severance, and

WHEREAS, on June 29, 1979 the subject property was subdivided into two (2) lots per approved plat map on file with the County Planning Department (subdivision number 4330), and

WHEREAS, the new parcels each contain one (1) single-family dwelling.

NOW, THEREFORE, in consideration of the above recitals and the conditions and covenants contained herein the parties agree as follows:

The County agrees that the agreement dated August 19, 1975 between the First Party and the Second Party is no longer applicable and that the agreement is hereby declared null and void.

The First Party agrees that he will do whatever is necessary in order that the agreement dated August 19, 1975 no longer constitutes a covenant running with the land as it relates to Tax Map Key: 4-6-08-51.

The First Party will pay for all of the necessary costs and expenditures to accomplish such purposes.

IT IS MUTUALLY AGREED BY AND BETWEEN the parties that if any additional documents are necessary that they will execute same in order that the farm dwelling agreement dated August 19, 1975 is no longer applicable in order not to constitute an encumbrance on Tax Map Key: 4-6-08-51.

IN WITNESS WHEREOF, the parties hereto have executed
this agreement on the day and year first above written.

Hiroshi H. Tohara
HIROSHI H. TOHARA

Kimiyo Tohara
KIMIYO TOHARA
First Party

APPROVED
AS TO FORM
L. M. Bulagala
DEPUTY CORPORATION
COUNSEL
COUNTY OF HAWAII
Date: 3 June 80

COUNTY OF HAWAII
By: Planning Department
Gilman Tula
Deputy Planning Director
Second Party

STATE OF HAWAII)
) SS:
COUNTY OF HAWAII)

On this 17th day of MARCH, 19 80, before
me personally appeared HIROSHI H. TOHARA & KIMIYO TOHARA
to me known to be the persons described in and who executed
the foregoing instrument and acknowledged that they executed
the same as their free act and deed.

M. H. Sakamoto
Notary Public, Third Judicial Circuit
State of Hawaii
My Commission expires: Dec. 15, 1981