

RECORDATION REQUESTED BY:

Hubert V. Everly

#  
73- 82435

AFTER RECORDATION, RETURN TO:

Planning Dept.  
County of Hawaii  
Hilo, HI 96720

RETURN BY: Mail (x) Pickup ( )

STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECEIVED FOR RECORD

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1973 OCT 23 AM 9:50

A G R E E M E N T

  
INDEXED REGISTRAR

WHEREAS, HUBERT V. EVERLY,  
hereinafter called "Owner," whose residence address is Box 489 HONOKAA, HI., desires to enter into  
an agreement with the PLANNING DEPARTMENT of the County of  
Hawaii, hereinafter called "County";

WHEREAS, the said Owner is constructing 2ND FARM DWELLING  
for own convenience and in consideration for the  
permission received by the County to construct and install said  
2ND FARM DWELLING, Owner assures  
the County that the said property will be used only for single-  
family residential use unless otherwise permitted by the County  
and makes the said agreement of record; and

WHEREAS, the subject area is zoned A-5g by the County  
of Hawaii and classified AG by the State Land Use Commission;

NOW, THEREFORE, in consideration of the foregoing, owner  
does hereby impose on the property described hereinafter, the  
following restrictions:

1. Unless the applicable zone for the property shall be  
changed or the Planning Department of the County of Hawaii, or  
its successor body shall consent, the subject property and the  
improvements located thereon shall be used only as a single-family  
dwelling and no part thereof shall be rented out as a separate  
unit. This agreement shall run with the land, and shall be included  
or mentioned in any future conveyance of the property; and

2. 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;

3. 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

4. That 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; and

5. Failure of owner to abide by this agreement shall result in the immediate removal of the said 2ND FARM

DWELLING

by Owner at Owner's expense upon demand by County.

The property upon which the restriction is imposed is described as follows:

GRANT 3847 LOT #1 AND GRANT 6741  
LOT #2 OF AIALOA HOMESTEADS  
TAX MAP KEY 4-6-10-1  
AREA = 36.00 ACRES

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

IN CONSIDERATION OF THE AFORESAID, the Planning Department, County of Hawaii, hereby approves this agreement as being in conformity with the pertinent provisions of the Zoning Ordinance, Ordinance No. 63.

IN WITNESS WHEREOF, the said HUBERT V. EVERLY  
 \_\_\_\_\_ has/have caused this  
 instrument to be executed on the 5 day of OCT,  
 1973.

Hubert V. Everly  
 \_\_\_\_\_  
 \_\_\_\_\_

STATE OF HAWAII            )  
 COUNTY OF HAWAII        ) SS:

On this 5th day of October, 1973, before me personally appeared HUBERT V. EVERLY, 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.

Mitsuyo Noda  
 Notary Public, Third Judicial  
 Circuit, State of Hawaii.  
 My commission expires July 21, 1977

ACCEPTED:

Sidney M. Juke  
 Planning Director  
 County of Hawaii

Date: 10/18/73

APPROVED AS TO FORM AND LEGALITY:

Clifford H. G. Linn  
 Corporation Counsel  
 County of Hawaii

Date: 10/17/73

RECORDATION PLANNING DEPARTMENT:

County of Hawaii

25 Aupuni Street

Hilo, Hawaii, 96720

AFTER RECORDATION, RETURN TO:

*Hubert Everly*  
*999 Waiwale Ave Apt 1704*  
*Hon Hi 96822*

RETURN BY: MAIL

80- 71586

STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDED

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LICED/FC  
C.F. NEUMANN L.I. REGISTRAR

CANCELLATION OF FARM DWELLING AGREEMENT

*cop N.P. IE*  
THIS AGREEMENT made and executed this 5<sup>th</sup> ~~18th~~ day of October ~~February~~, <sup>1980</sup> 1973, by and between HUBERT V. EVERLY hereinafter called the "First Party", whose mailing address is P.O. Box 489, Honokaa, Hawaii, and the COUNTY OF HAWAII, hereinafter called the "Second Party";

W I T N E S S E T H:

WHEREAS, on October 18, 1973 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: 4-6-10:1 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 5 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 October 18, 1973 may be considered for possible amendment and/or severance, and

WHEREAS, on March 23, 1978 the subject property was subdivided into two (2) lots, each containing a single-family dwelling, and

WHEREAS, the Zoning Code permits the construction of a single-family dwelling per lot,

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 October 18, 1973 between the First Party and the Second Party is no longer applicable and that the agreement is hereby declared null and void. *W.P. HE*

The First Party agrees that he will do whatever is necessary in order that the agreement dated October 18, 1973 no longer constitutes a covenant running with the land as it relates to Tax Map Key: 4-6-10:1. *W.P. HE*

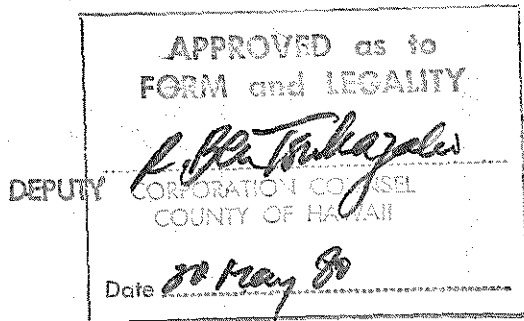
The First Party will pay for all of the necessary costs and expenditures to accomplish such purposes.

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 October 18, 1973 is no longer applicable in order not to constitute an encumbrance on Tax Map Key: 4-6-10:1.

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

Hubert V. Everly  
HUBERT V. EVERLY  
First Party



COUNTY OF HAWAII  
By: Planning Department  
Silvery Tuku  
Planning Director  
Second Party

STATE OF HAWAII )  
COUNTY OF HAWAII )

SS:

On this 5<sup>th</sup> day of February, 1980, before

me personally appeared HUBERT V. EVERLY, 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.

Silvery Tuku  
NOTARY PUBLIC, THIRD JUDICIAL CIRCUIT,  
State of Hawaii  
My commission expires 3-16-83

STATE OF HAWAII       )  
                              )    SS:  
COUNTY OF HAWAII     )

On this 17th day of June, 1980, before me personally appeared SIDNEY FUCE, to me personally known, who, being by me duly sworn, did say that he is the Director of the Planning Department of the County of Hawaii; and that the Planning Department of the County of Hawaii has no corporate seal; and that the instrument was signed on behalf of the Planning Department of the County of Hawaii, a governmental agency, and said SIDNEY FUCE acknowledged the instrument to be the free act and deed of said Planning Department, County of Hawaii.

Guillermo J. Sumera  
Notary Public, Third Judicial  
Circuit, State of Hawaii

My commission expires: 9/22/81