

RECORDATION REQUIRED BY:  
County of Hawaii Planning Department

86- 86379

AFTER RECORDATION, RETURN TO:  
County of Hawaii Planning Department  
25 Aupuni Street  
Hilo, HI 96720

STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDED

RETURN BY: MAIL

86 JUL 21 P 3: 18

CANCELLATION OF AGREEMENT

19688 506  
LIDER/TC  
C.F. NEUMANN III, REGISTRAR  
*ell*

THIS AGREEMENT made and executed this \_\_\_\_\_ day of \_\_\_\_\_,  
19\_\_\_\_, by and between William R. Zappas herein called the  
"First Party," whose mailing address is Paauhau Plantation House  
Honokaa, Hawaii 96727,  
and the COUNTY OF HAWAII, herein called the "Second Party,"

W I T N E S S E T H

WHEREAS, on July 17, 1978, 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 unit

on the property described as Tax Map Key 4-4-06:22 Lot 1  
and zoned Agricultural (A-40a) by the Second Party and  
classified Agricultural by the State Land Use  
Commission; and

WHEREAS, the agreement to construct an additional single-family farm dwelling unit

contained 6 conditions; and

WHEREAS, the agreement stated that Owner assures the County that said dwelling unit will be used for <sup>farm dwelling with P.R.M. as</sup> ~~single family~~ use unless otherwise permitted by the County; and

WHEREAS, on June 5, 1986, the First Party received approval to convert the existing farm dwelling into an Ohana Dwelling (# 86-49 ); and

WHEREAS, the Zoning Code permits the construction of an Ohana Dwelling;

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

The County agrees that the agreement dated July 17, 1978, recorded at the State of Hawaii Bureau of Conveyances on page 650 liber 13077, between the First Party and the Second Party is no longer applicable and that the agreement is hereby declared null and void.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 July 17, 1978, no longer constitutes a covenant or encumbrance running with the land as it relates to Tax Map Key 4-4-06:22 lot 1.

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 agreement dated July 17, 1978, no longer constitutes an encumbrance on Tax Map Key 4-4-06:22 lot 1.

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

*William R. Gorman*  
*W. R. Gorman*  
\_\_\_\_\_

\_\_\_\_\_  
FIRST PARTY

COUNTY OF HAWAII  
PLANNING DEPARTMENT

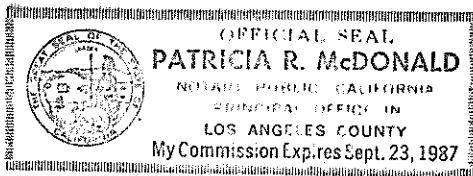
By: *G. Lawler*  
\_\_\_\_\_ SECOND PARTY

CALIFORNIA  
STATE OF ~~HAWAII~~ )  
LOS ANGELES ) SS:  
COUNTY OF ~~HAWAII~~ )

19688 509

On this 13<sup>th</sup> day of JUNE, 1986,

before me personally appeared WILLIAM R. ZAPPAS, 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.



Patricia R. McDonald  
NOTARY PUBLIC, State of Hawaii

My commission expires: 9/23/87

STATE OF HAWAII )  
COUNTY OF HAWAII ) SS:

On this 11<sup>th</sup> day of July, 1986, before

me personally appeared A. Loro Ryman, to me personally known, who, being by me duly sworn, did say that he is the Planning 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 A. Loro Ryman, acknowledged the instrument to be the free act and deed of said Planning Department, County of Hawaii.

Amy E. Bugada  
NOTARY PUBLIC, State of Hawaii

My commission expires: 11/25/89