



R-940

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
DEC 15, 2004 08:02 AM

Doc No(s) 2004-253082



/s/ CARL T. WATANABE
REGISTRAR OF CONVEYANCES

20 1/1 Z6

AFTER RECORDATION, RETURN BY MAIL TO:

Planning Department, County of Hawaii
101 Pauahi Street, Suite 3
Hilo, Hawaii 96720

TITLE OF DOCUMENT:

CANCELLATION OF FARM DWELLING AGREEMENT

PARTIES TO DOCUMENT:

FIRST PARTY: LANIHAU PROPERTIES LLC

SECOND PARTY: COUNTY OF HAWAII

PROPERTY DESCRIPTION:

TMK: (3) 7-4-008:005

CANCELLATION OF AGREEMENT

THIS AGREEMENT, made and executed this 15th day of October, 2004, by and between LANIHAU PROPERTIES LLC, herein called the "First Party," whose mailing address is 3456 Waialae Avenue, Suite 260, Honolulu, Hawaii, 96816 and the COUNTY OF HAWAII, herein called the "Second Party",

WITNESSETH

WHEREAS, on July 27, 1979 and April 26, 1990 agreements were entered into by and between the then Owner and the County whereby the Owner was authorized to construct two farm dwellings (being the fifth and sixth dwellings) on the property described as Tax Map Key (3) 7-4-008:005; and

WHEREAS, the subject area is zoned Agricultural (A-5a) by the County of Hawaii and classified Agricultural by the State Land Use Commission; and

WHEREAS, the agreements to construct said improvements were duly recorded with the State of Hawaii Bureau of Conveyances as document numbers liber 13875, pages 392-394 and 90-059608; and

WHEREAS, the property described as Tax Map Key (3) 7-4-008:005 has since been subdivided into five parcels through several subdivision actions duly granted final approvals on various dates by the Planning Department; and

WHEREAS, the First Party (successors to the property) and the Second Party agree that execution of said agreements should be reassigned to the new parcel where the dwellings are presently located (7-4-008:060), thus negating the purpose of the agreements encumbering the remaining parcels.

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 agreements dated July 27, 1979 and April 26, 1990, recorded at the State of Hawaii Bureau of Conveyances as document numbers liber 13875, pages 392-394 and 90-059608, between the Owner and the County are no longer applicable to parcel (3) 7-4-008:005 and that the agreements are hereby declared null and void for TMK (3) 7-4-008:005.

The Second Party agrees that the agreements dated July 27, 1979 and April 26, 1990 no longer constitutes a covenant or encumbrance running with the land as it relates to Tax Map Key (3) 7-4-008:005.

The First Party agrees to pay for all of the necessary costs and expenditures to record this Reassignment of Agreement.

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 agreements dated July 27, 1979 and April 26, 1990 no longer constitute encumbrances on Tax Map Key parcel (3) 7-4-008:005.

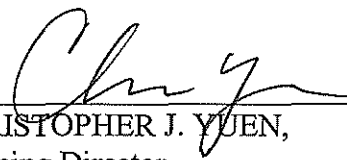
IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

FIRST PARTY

by 
LANIHAU PROPERTIES LLC, Legal Owner

authorization: ITS PRESIDENT

SECOND PARTY


CHRISTOPHER J. YUEN,
Planning Director
County of Hawaii Planning Department

STATE OF HAWAII

)

) SS:

COUNTY OF HAWAII

)

On this 27th day of October 2004, before me personally appeared James S. Greenwell for LANIHAU PROPERTIES LLC, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed.

L.S.

Shirley J. Miller
Shirley J. Miller
Notary Public, State of Hawaii

My commission expires: 4/21/2006

STATE OF HAWAII

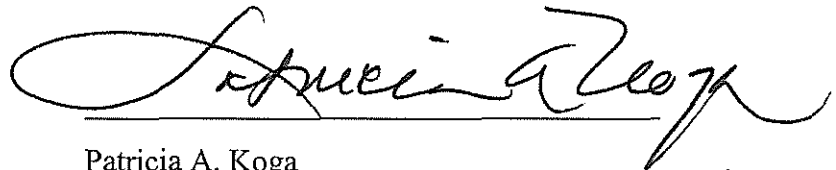
)

) SS:

COUNTY OF HAWAII

)

On this 9th day of December, 2004 before me personally appeared CHRISTOPHER J. YUEN, 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 CHRISTOPHER J. YUEN, acknowledged the instrument to be the free act and deed of said Planning Department, County of Hawaii.



Patricia A. Koga
Notary Public, State of Hawaii

My commission expires: 07/17/06

V.S.

90 059608

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

'90 APR 26 AM 10 23

ARCHIE K. VIELA, REGISTRAR *ge*

LAND COURT

REGULAR SYSTEM

AFTER RECORDATION, RETURN BY MAIL () PICK-UP ()

PLANNING DEPARTMENT

County of Hawaii

25 August Street

Hilo, Hawaii 96720

TITLE OF DOCUMENT:

Farm Dwelling Agreement

PARTIES TO DOCUMENT:

PALANI RANCH COMPANY, INC.

PROPERTY DESCRIPTION:

TMK: 7-4-08:5

Por. of L.C..Aw. 11216:36

Honokohau 1st, North Kona, Hawaii

LIBER/PAGE:

DOCUMENT NO.:

**TRANSFER CERTIFICATE OF
TITLE NO(S):**

RECORDATION REQUESTED BY:

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

RETURN BY: Mail (X) Pickup ()

FARM DWELLING AGREEMENT

WHEREAS, PALANI RANCH COMPANY, INC.,

(hereinafter "Owner"), whose residence mailing address is
2828 Paa Street, Suite 3170, Honolulu, HI 96819

_____, desires to enter into an agreement with
the PLANNING DEPARTMENT of the County of Hawaii (hereinafter
"County"); and

WHEREAS, there exists a single family dwelling on land which is
within the exclusive use, possession, and control of Owner and which
is legally described as follows:

TMK: 7-4-08:5
Containing a land area of 261.980 acres
Por. of L.C.Aw. 11216:36
Honokohau 1st, North Kona, Hawaii

and zoned Agricultural (A-1a) and Unplanned (U)
by the County of Hawaii and classified within an agricultural district
by the State Land Use Commission; and

WHEREAS, Owner seeks the County's approval for the construction of an additional single family dwelling (hereinafter "farm dwelling") on the property described above; and

WHEREAS, Owner intends to conduct substantial agricultural activity on the subject property in furtherance of the State Land Use policies relating to agricultural land and has commenced initial agricultural activity which, if pursued, will develop into a viable and substantial undertaking.

NOW, THEREFORE, IT IS AGREED that the County's approval is given and accepted, subject to the following conditions:

1. The farm dwelling shall be used to provide shelter only to persons conducting agricultural activity on the subject land; and
2. The existing dwelling shall be used in connection with a farm or where agricultural activity provides income to the family occupying the dwelling as defined in Section 15-15-03, Subchapter 1 of the Hawaii Land Use Commission Rules; and
3. Owner grants to the County the right-of-entry, after reasonable notice, for inspection of the premises to assure compliance with provisions of this agreement; and
4. This agreement shall run with the land and bind Owner's heirs, successors, and assigns with regard to the future use of the dwellings above described; and
5. The County's approval of the construction of the farm dwelling by this agreement shall be effective only until the agricultural use ceases to exist, unless otherwise extended pursuant to Owner's written request prior to the above termination date. After such timely request, the County shall extend its approval upon the

terms of this agreement only if it determines that the agricultural activity that is being conducted is viable, substantial in income production, and conforms to the applicable provisions of the State Land Use District regulations and policies; and

6. Owner shall record this agreement with the State of Hawaii Bureau of Conveyances and shall furnish a recorded copy of it to the County's Planning Department within six (6) months from the date of approval of the building permit for the farm dwelling; and

7. Failure of Owner to abide by this agreement shall result in the immediate removal of the farm dwelling by Owner at Owner's expense upon demand by County. Upon Owner's failure to remove the 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 the additional farm dwelling as a violation of Chapter 205, Hawaii Revised Statutes, as amended, and applicable ordinances then in existence. This enforcement provision shall be binding on Owner's heirs, devisees, successors, 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, 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 County hereby accepts this agreement as being in conformity with Section 15-15-25, Subchapter 3 of the Hawaii Land Use Commission Rules and Chapter 205, Hawaii Revised Statutes, as amended, relative to permitted uses within the Agricultural District.

IN WITNESS WHEREOF, the undersigned parties have caused this instrument to be executed on the 11th day of April 1990.

PALANI RANCH COMPANY, INC.

James M. Greenwell
James M. Greenwell, President
James S. Greenwell
James S. Greenwell, Vice President "Owner"

COUNTY OF HAWAII, through its
Planning Department,

By William L. Moore
Its Planning Director

STATE OF HAWAII)
CITY AND COUNTY OF HONOLULU) SS:

On this 11th day of April, 1990, before me appeared James M. Greenwell and James S. Greenwell, to me personally known, who, being by me duly sworn, did say that they are the President and Vice-President, respectively, of PALANI RANCH CO., INC., a Hawaii corporation; that the seal affixed to the foregoing instrument is the corporate seal of such corporation and that such instrument was signed and sealed on behalf of such corporation by authority of its Board of Directors; and said President and Vice-President acknowledged such instrument to be the free act and deed of such corporation.

Victoria Sporea
Notary Public, First Judicial Circuit,
State of Hawaii
My commission expires 7-4-92

STATE OF HAWAII)
) SS:
COUNTY OF HAWAII)

On this 6th day of April, 1990, before me personally appeared William R. Moore to me personally known, who, being by me duly sworn, did say that he is the Dep. Planning Director of the Planning Department of the County of Hawaii; and that the instrument was signed on behalf of the Planning Department of the County of Hawaii, a governmental agency, and said William R. Moore acknowledged said instrument to be the free act and deed of said Planning Department, County of Hawaii.

Amy E. Buehler
Notary Public, Third Judicial
Circuit, State of Hawaii
My commission expires 11/25/93

