

RECORDATION REQUESTED BY:

THE ORIGINAL OF THE DOCUMENT
RECORDED AS FOLLOWS:
STATE OF HAWAII
OFFICE OF

AFTER RECORDATION, RETURN TO:

PLANNING DEPT
25 AUPUNI ST
HILO HI 96720

BUREAU OF CONVEYANCES

Received for record this SEP 20 1973
day of _____, A.D., 19____
at 10:05 o'clock 9 A. and
recorded in Liber 9504
on Pages 278

RETURN BY: Mail () Pickup ()

AGREEMENT

WHEREAS, MRS HELEN L. LUIZ,
whose residence address is P.O. Box 116 PEPEEKEO,
HAWAII 96783, 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:

SUBDIVISION OF LOTS 16 AND 17 GRANT 7367 AND
LOT 19, PORTION GRANT 7180. KAUPAKUEA HOMESTEADS,
SOUTH HILO, HAWAII

and zoned AGRICULTURAL - 10AC. (A-10a)
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.

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.

3. The Planning Department, County of Hawaii, shall reserve the right to periodically inspect the subject area and dwelling to assure compliance with this agreement.

4. 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.

5. This agreement shall run with the land and apply to all persons who may now or in the future use or occupy the dwelling above described.

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 Helen L. Luiz
_____ has/have caused this instrument to be executed on the 7th day of September, 1973.

Helen L. Luiz

STATE OF HAWAII)
) SS:
COUNTY OF HAWAII)

On this 7th day of September, 1973, before me personally appeared Helen L. Luiz to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same, by signing, and delivering the same, as her free act and deed.

Notary Public
Notary Public, Third Judicial
Circuit, State of Hawaii

My commission expires: July 31, 1977.

ACCEPTED:

Sunny M. Iwata
Planning Director
County of Hawaii
Date: 9-17-73

APPROVED AS TO FORM
AND LEGALITY:

Clifford W. H. Iwata
Corporation Counsel
County of Hawaii
Date: 9-12-73