

RECORDATION REQUESTED BY:

EDWARD L. CLANTON

AFTER RECORDATION, RETURN TO:  
COUNTY OF HAWAII, PLANNING DEPT.  
25 Aupuni St.  
Hilo, Hawaii 96720

RETURN BY: Mail (X) Pickup ( )

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

BUREAU OF CONVEYANCES

Received for record on FEB 11 1974  
day of \_\_\_\_\_, A.D., 19\_\_\_\_  
at \_\_\_\_\_, Block 9, and  
recorded in file 9731  
as follows 504

FARM DWELLING AGREEMENT

WHEREAS, EDWARD L. CLANTON and EILEEN FRANCK CLANTON, Trust,

whose residence address is P. O. Box 1296, Kealahakua, Kona, County  
and State of Hawaii, 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 con-  
struct an additional single-family farm dwelling unit located on property  
legally described as follows:

That certain parcel of land, being a portion of  
Grant 761, situate at Honuaino 4th, North Kona, Hawaii,  
and containing an area of 6.330 acres,

TMK: 7-9-10:11

and zoned A-3-A

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

IT IS HEREBY ACKNOWLEDGED that the undersigned is the Trustee for  
Edward L. Clanton and Eileen Franck Clanton Trust, dated 12/21/71, Rec.7/18/72  
Bk. 8444/255, TMB of the property above described.  
755 '72

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 dwelling

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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

