

RECORDATION REQUESTED BY:

ROBERT ROMER

THE ORIGINAL OF THE DOCUMENT

RECORDED AS FOLLOWS:

STATE OF HAWAII

OFFICE OF

BUREAU OF CONVEYANCES

AFTER RECORDATION, RETURN TO:

COUNTY OF HAWAII, PLANNING DEPT.
25 Aupuni St.Hilo, Hawaii 96720
RETURN BY: Mail (x) Pickup ()Received for record this APR 11 1974

day of _____, A.D., 19__

at 8:48 o'clock 9 A.M. andrecorded in book 9832on page 221FARM DWELLING AGREEMENTWHEREAS, Robert Romer,whose residence address is RRI Boyl Keolu Home Hawaii
96740, 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: T.M.K. 8-4-07-05-06-09 & 10, being Parcel 3, area 16.26 acres, section B, Honauuanu Subdivision, as shown on Bishop Estate Maps 652-B and 2363, in Honauuanu, District of South Kona, County and State of Hawaii, devised by Bishop Estate Lease No. 21,997,

and zoned AGA

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

IT IS HEREBY ACKNOWLEDGED that the undersigned is the Leasee 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; 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 ~~1st~~ BUILDING *BL*

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

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 Robert Romer
_____ has/have caused this instrument
to be executed on the 13th day of December, 1973.

Robert Romer

STATE OF HAWAII)
) SS:
COUNTY OF HAWAII)

On this 13th day of December, 1973, before me
personally appeared Robert Romer
to me known to be the person described in and who executed the fore-
going instrument, and acknowledged that he executed the same, by
signing, and delivering the same, as his free act and deed.

Betty Lockels

Notary Public, Third Judicial
Circuit, State of Hawaii

My commission expires: 10/30/76

ACCEPTED:

Raymond Sugiya

Planning Director
County of Hawaii
Date: 10 19 1974

APPROVED AS TO FORM AND LEGALITY:

Clifford H. H. [Signature]

Corporation Counsel
County of Hawaii
Date: 3/19/74

Consent to Agreement dated December 13, 1973
between Robert Romer and
the Planning Department of the County of Hawaii for
Additional Dwelling on Tax Map Key: 8-4-07:05, 06, 09 & 10

The Trustees of the Estate of Bernice Pauahi Bishop, the fee simple owners of the property mentioned in the foregoing agreement and more particularly described in Exhibit A attached hereto, consent to the execution of said agreement by the lessees named therein on the understanding that the term "Owner" as used in said agreement shall mean the said lessees, and not the said Trustees and that in so consenting the said Trustees shall not be responsible for enforcing any of the occupancy requirements of said agreement and shall not be subject to any liability whatsoever arising out of the use or occupancy of the dwelling described in said agreement. This consent shall not become operative until a copy of said agreement, after execution thereof by the Planning Department of the County of Hawaii, has been delivered to the said Trustees, and said agreement, together with this consent, is recorded in the Bureau of Conveyances of Hawaii.

DATED: Honolulu, Hawaii, Feb. 6, 1974.

TRUSTEES OF THE ESTATE OF
BERNICE PAUAHI BISHOP

By Lawrence Cunha
Area Development Manager

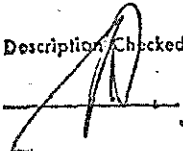
Exhibit A of Bishop Estate Lease No. 21,997

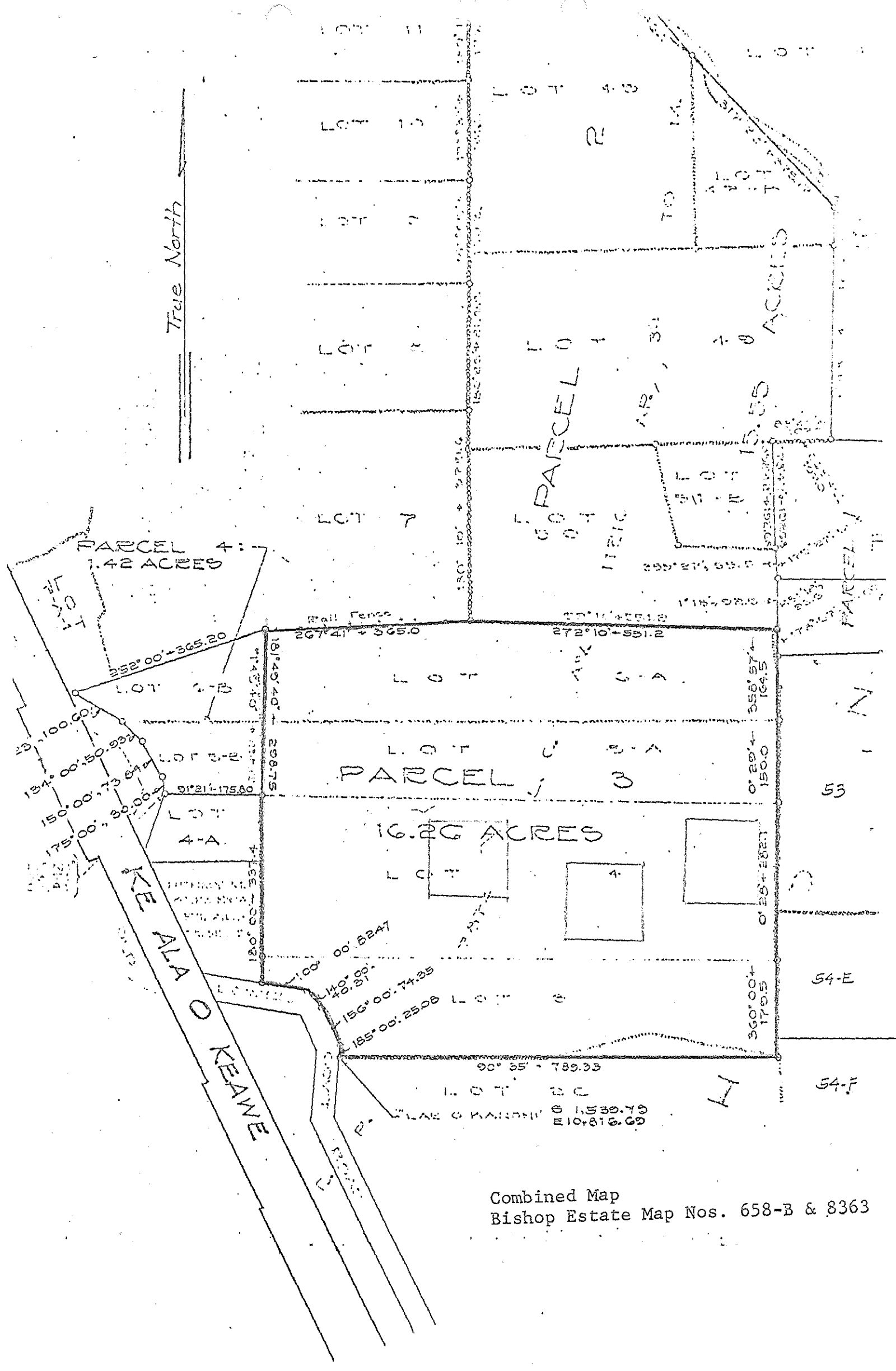
ALL that certain parcel of land (part of R.P. 7874, L.C.Aw. 11216, Apana 34 to M. Kekauonohi) situate at Honaunau, District of South Kona, County and State of Hawaii, containing an area of 16.26 acres and comprising Parcel 3, Section "B", Honaunau Subdivision, as delineated on Bishop Estate Maps 658-B and 8363 filed in the office of Lessors and on the sketch attached hereto and made a part hereof, and being more particularly described as follows:

Beginning at the Southwest corner of this parcel of land, the Northwest corner of Lot 2-C and on the Easterly side of Lower Gov't. Main Road, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LAE O KANONI" being 1,539.79 feet South and 10,816.69 feet East and running thence by azimuths measured clockwise from true South:

1. 185° 00' 00" 25.08 feet along the Easterly side of Lower Gov't. Main Road, along stonewall;
2. 156° 00' 00" 74.35 feet along same, along stonewall;
3. 140° 00' 00" 40.31 feet along same, along stonewall;
4. 100° 00' 00" 82.47 feet along the Northerly side of Lower Gov't. Main Road, along stonewall to a pipe in concrete;
5. 180° 00' 00" 337.40 feet along the remainder of R.P. 7874, L.C.Aw. 11216, Ap. 34 to M. Kekauonohi, along Lot 4-A and passing over a pipe in concrete at 219.5 feet;
6. 181° 49' 40" 298.75 feet along Parcel 4, along stonewall;
7. 267° 41' 00" 365.00 feet along Lot 7, along rail fence;
8. 272° 10' 00" 551.20 feet along Parcel 2, along stonewall to a "+" on rock;
9. 358° 57' 00" 164.50 feet along Parcel 1 and Lot 53, along stonewall;
10. 0° 29' 00" 150.00 feet along Lot 53, along stonewall;
11. 0° 28' 00" 282.10 feet along Lots 53 and 54-E, along stonewall and passing over a pipe in concrete at 193.6 feet;
12. 360° 00' 00" 179.50 feet along Lots 54-E and 54-F, along stonewall and passing over a pipe in concrete at 137.3 feet;
13. 90° 35' 00" 789.33 feet along Lot 2-C, along stonewall to the point of beginning.

Description Checked





Combined Map
 Bishop Estate Map Nos. 658-B & 8363