

10/73

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

BUREAU OF CONVEYANCES

Received for record this MAY 8 1974  
day of \_\_\_\_\_, A.D., 19\_\_\_\_  
at 8:30 o'clock A.M.  
recorded in Liber 9887  
Pages 70

RECORDATION REQUESTED BY:  
GEORGE R. BELDING

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

RETURN BY: Mail (X) Pickup ( )

FARM DWELLING AGREEMENT

WHEREAS, GEORGE A. BELDING and JANET M. BELDING,

whose residence address is RR 1, Box 119, Capt. Cook, Hawaii 96704

\_\_\_\_\_, 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:

Lot 24-A, area 5.9 acres, Section "B", Honaunau Subdivision, South Kona, County and State of Hawaii, as shown on Bishop Estate Map 658B, Tax Map Key 8-4-06:55,

and zoned A-5a

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

IT IS HEREBY ACKNOWLEDGED that the undersigned is the lessees \_\_\_\_\_ 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 second farm 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

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 GEORGE A. BELDING and JANET M. BELDING and B. P. BISHOP ESTATE has/have caused this instrument to be executed on the \_\_\_\_\_ day of November, 19 73.

George A. Belding  
GEORGE A. BELDING  
Janet M. Belding  
JANET M. BELDING

STATE OF HAWAII )  
COUNTY OF HAWAII ) SS:

On this 16<sup>th</sup> day of November, 19 73, before me personally appeared GEORGE A. BELDING and JANET M. BELDING to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same, by signing, and delivering the same, as their free act and deed.

Betty F. Matsuo  
Notary Public, Third Judicial  
Circuit, State of Hawaii

My commission expires: 12-18-73

ACCEPTED:

Sidney Fuke  
Planning Director  
County of Hawaii  
Date: April 11, 1974

APPROVED AS TO FORM AND LEGALITY:

Saliffo  
Corporation Counsel  
County of Hawaii  
Date: April 10, 1974

Consent to Agreement dated November 16, 1973  
between George A. Belding and Janet M. Belding and  
the Planning Department of the County of Hawaii for  
Additional Dwelling on Tax Map Key: 8-4-06-55

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, Jan. 14, 1974.

TRUSTEES OF THE ESTATE OF  
BERNICE PAUahi BISHOP

By Lawrence C. Cumber  
Area Development Manager

STATE OF HAWAII )  
 )  
City and County of Honolulu )

On this 14<sup>th</sup> day of January, 1974,  
before me personally appeared Lawrence C. Coker,  
to me known to be the person who executed the foregoing  
instrument in behalf of the Trustees of the Estate of  
Bernice Pauahi Bishop and acknowledged that, pursuant to  
authority granted to him by the said Trustees on  
October 30, 1973, he executed the same as the free act  
and deed of the said Trustees.

*Lance J. Silva*

Notary Public, First Judicial Circuit,  
State of Hawaii

My commission expires: Dec. 14, 1977.