RECORDATION REQUESTED BY:
JAMES S. OSHIRO

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

RETURN BY: Mail (X) . Pickup ()

74= 75500

STATE OF HAWAR BUREAU, OF CONVEYANCES TROOSE FOR RECORD

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FARM DWELLING AGREEMENT

WHEREAS, James S. and Shizue Oshiro
whose residence address is P.O. Box 67, Paguilo, 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:
All of that certain parcel of land being a portion of Lot 6, of the Kulaimanu Homesteads, Land Patent No. 7087, situated at Kulaimano, in the District of South Hilo, Island, County and State of Hawaii. Tax Map Key: Div 3-2-8-16:06
and zoned Agricultural one acre
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; 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

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- 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	рÀ	this	agreement	shall	result	in	the
imme	diate	e removal	of	the	said		dwel	ling					
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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

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Section	2.14	of the	State	Land	Use D	istrict	Regul	ations	anা	Chap	ter :	205
Hawaii	Revised	l Statu	ites,	as ame	ended,	relativ	re to	permitt	ed u	ıses	with:	in
the Agr	icultur	cal Dis	strict	•								

IN WITNESS WHEREOF, the said JAMES & OSHIRO AND
SHIZUE OSHIRO has/have caused this instrument
to be executed on the 7^{+4} day of October , 1974 .
James S. Policio Shizue Oskiro
Shizue Ochero
STATE OF HAWAII) COUNTY OF HAWAII)
On this 7th day of October, 1974, before me
personally appeared JAMES S. OSHIRO AND SHIZUE OSHIRO to me known to be the person S 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.
Notary Public, Third Judicial Circuit, State of Hawaii My commission expires: april 18,1978
ACCEPTED:
Planning Director County of Hawaii Date: 00729 1974
APPROVED AS TO FORM AND LEGALITY: Corporation Counsel