RECORDATION REQUESTED BY:	A Secretary of the Control of the Co
AFTER RECORDATION, RETURN TO: DEPT OF PLONNING 25 August ST HILL Mail H. Pickup ()	STATE OF HAWAR BUREAU OF CONVEYANCES RECEIVED FOR RECORD LIBER 11167 PC 108
FARM DWELLING AGREEMENT	Chasen every contraction of the second secon
WHEREAS, CHARLES SHIROMA	·
whose residence address is <u>2333 KILAUGA AUGUU</u>	<u>K</u>
, desi	res to enter into ar
agreement with the Planning Department of the County	of Hawaii.
NOW, THEREFORE, IT IS HEREBY AGREED that the und	dersigned may con-
legally described as follows: TMK 2-4-37	:10 4 21
•	
and zoned Abricutyral - 3ACRE (A-3A)	

and zoned NORCECTURAL SHORE COMMISSION.

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

IT IS HEREBY ACKNOWLEDGED that the undersigned is the Nanta

IT IS HEREBY FURTHER AGREED that this approval is given subject to the following conditions:

of the property above described.

- 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 <u>DWFLING UNITS</u>

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 Charles Throwa
has/have caused this instrument
to be executed on the Word day of December, 1915.
Charles Shuma
STATE OF HAWAII)
COUNTY OF HAWAII)
On this 22 nd day of Merember, 19 75, before me
personally appeared <u>Clarks</u> for to me known to be the person described in and who executed the foregoing instrument, and acknowledged that <u>les</u> executed the same, by signing, and delivering the same, as <u>known</u> free act and deed.
Stanley G alle
Notary Public, Third Judicial Circuit, State of Hawaii
My commission expires: 3-1-76
ACCEPTED:
Planning Director
Planning Director County of Hawaii Date:
APPROVED AS TO FORM AND LEGALITY:
Corporation Counsel County of Hawaii
Date: JAN 8 1975