

RECORDATION REQUESTED BY:

81

AFTER RECORDATION, RETURN TO:
PLANNING DEPT. COUNTY OF HAWAII
25 AUPUNI ST., HILO, HAW 96720

76- 55545

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECEIVED FOR RECORD

LIBER 11531 PC 106

1976 JUL 13 PM 3:24

RETURN BY: Mail ~~kxx~~ Pickup ()

FARM DWELLING AGREEMENT

Charles Neumann III
REGISTRAR

WHEREAS, Piilani J. Morgan

whose residence address is P.O.Box 343

Honaunau, Hawaii 96726, 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:

Tax Map Key: 8-3-09-43, Portion of Keel 2nd Subdivision, South Kona, Hawaii.

and zoned agriculture - 5 acre

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

IT IS HEREBY ACKNOWLEDGED that the undersigned is the lessee 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 additional single family farm dwelling unit

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 Piilani J. Morgan has/have caused this instrument to be executed on the 2nd day of July, 1976.

OWNER Piilani J. Morgan

OWNER _____

LESSOR Kamehameha Schools/ Bishop Estate ✓

STATE OF HAWAII)
COUNTY OF HAWAII) SS: BY: William D. Stayton Land Manager *WDS*

On this 2nd day of July, 1976, before me personally appeared Piilani J. Morgan to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same, by signing, and delivering the same, as her free act and deed.

Edwin T. Ueda
Notary Public, Third Judicial Circuit, State of Hawaii

My commission expires: 12-25-78

ACCEPTED:

[Signature]
Planning Director
County of Hawaii
Date: JUL. 6 1976

APPROVED AS TO FORM AND LEGALITY:

[Signature]
Corporation Counsel
County of Hawaii
Date: 7/7/76

(ACKNOWLEDGEMENT OF LESSOR)

STATE OF HAWAII, }
County of Hawaii, } ss.

On this 2nd day of July 1976, before me personally appeared

William R. Steytow, to me known to be the person described in and who
executed the foregoing instrument and acknowledged that he executed the same as his

free act and deed.

My commission expires 12-25-78.

Edwin T. Neel
NOTARY PUBLIC, Third Judicial Circuit,
State of Hawaii

ACCEPTED:

[Signature]
Planning Director
County of Hawaii
Date: _____

APPROVED AS TO FORM AND LEGALITY:

[Signature]
Corporation Counsel
County of Hawaii
Date: 7/7/76