RECORDATION REQUESTED BY:

77- 24396

AFTER RECORDATION, RETURN TO:

Coresely of How, Planning Dept.

J S Respective Holo How 96720

RETURN BY: Mail (X) Pickup ()

STATE OF HAWAH
BUREAU OF SCHOOL PROPERTY OF SCHOOL

FARM DWELLING AGREEMENT

WHEREAS,Glen	n Embree and	Phyllis En	nbree	
whose residence addres	s is <u>P.O.</u>	Box # 922,	Captain Cook,	Hawaii,96704
			, desires to	enter into an
agreement with the Plan	ning Depart	ment of the	County of Haw	aii.
NOW, THEREFORE, I	'IS HEREBY	AGREED that	the undersign	ed may con-
struct an additional s	ingle-family	farm dwell:	ing unit locat	ed on property
legally described as fo	ollows:			
TMK 8-2-1:108 Lo Hawaii, contain			•	South Kona, .
		•		

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 Lessee

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	рà	this	agreement	shall	result	in	the
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immediate	removal	l or	the	salc	i	Su	.ldi ag	<u> </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

the Agricultural District.	
IN WITNESS WHEREOF, the said	Glenn Embree and Phyllis Embree
has/have caused this instrument to be	executed on the 9th day
of <u>March</u> , 19 77.	
of <u>March</u> , 19 77 .	KEALAKEKUA RANCH, LTD SHERWOOD R. H. GREENWELL (Owner) Vice-President CLEMN EMBREE (Lessee) PHYPLIS EMBREE (Lessee)
STATE OF HAWAII) COUNTY OF HAWAII) On this 9th day of Mar	ch , 19 77 , before
me appeared SHERWOOD R. H. GREENWELL to me personally known, who, being by the Vice-President respectively of KEALAKEKUA RANCH, L and that the seal affixed to the fore seal of said corporation and that said in behalf of said corporation by auth and the said SHERWOOD R. H. GREENWELL acknowledged said instrument to be th corporation.	me duly sworn, did say that they and TD. , a Hawaii corporation, going instrument is the corporate d instrument was signed and sealed ority of its Board of Directors, and
Notary	Public, Third Judicial Circuit, State of Hawaii
STATE OF HAWAII) COUNTY OF HAWAII)	mission expires <u>12/18/77</u>
On this 9th day of Manne personally appeared GLENN EMBREE known to be the persons described in instrument, and acknowledged that the act and deed.	and who executed the foregoing
Notary	Jena & Ohta Public, Third Judicial Circuit,
My com	State of Hawaii mission expires 12/18/77

Section 2.14 of the State Land Use District Regulations and Chapter 205,

Hawaii Revised Statutes, as amended, relative to permitted uses within

(acknowledgment of Lessor)

ACCEPTED:
Nel tula
್ರಾದ್ಯPlamning Director
Planning Director CountyNof Hawaii
Date: Maw
•
APPROVED AS TO FORM AND LEGALITY:
and the same of th

Date: MAR 4 - 1977