



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 Building

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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 Glenn Embree and Phyllis Embree has/have caused this instrument to be executed on the 9th day of March, 19 77.

KEALAKEKUA RANCH, LTD,

Sherwood R. H. Greenwell  
SHERWOOD R. H. GREENWELL (Owner)  
Vice-President

Glenn Embree  
GLENN EMBREE (Lessee)

Phyllis Embree  
PHYLLIS EMBREE (Lessee)

STATE OF HAWAII )  
 ) SS:  
COUNTY OF HAWAII )

On this 9th day of March, 19 77, before me appeared SHERWOOD R. H. GREENWELL and to me personally known, who, being by me duly sworn, did say that ~~they~~ <sup>is</sup> the Vice-President ~~and~~ <sup>and</sup> ~~respectively~~ of KEALAKEKUA RANCH, LTD., a Hawaii corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said SHERWOOD R. H. GREENWELL and acknowledged said instrument to be the free act and deed of said corporation.

Rena J. Ohta  
Notary Public, Third Judicial Circuit,  
State of Hawaii

My commission expires 12/18/77

STATE OF HAWAII )  
 ) SS:  
COUNTY OF HAWAII )

On this 9th day of March, 19 77, before me personally appeared GLENN EMBREE and PHYLLIS EMBREE, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Rena J. Ohta  
Notary Public, Third Judicial Circuit,  
State of Hawaii

My commission expires 12/18/77

(acknowledgment of Lessor)

ACCEPTED:

*Del Kuba*

Planning Director  
County of Hawaii

Date:

*March 17*

APPROVED AS TO FORM AND LEGALITY:

*Clifford H. H. [Signature]*  
Corporation Counsel  
County of Hawaii

Date:

MAR 4 - 1977