RECORDATION REQUESTED BY:

AFTER RECORDATION, RETURN TO:

77- 22642 77- 22643 STATE OF NAWAH BURE AU FE CONVEYANCES RECEIVED FOR RECORD LIBER 12075 PC 439 1977 MAR 17 AM 10: 13

10/73

RETURN BY: Mail (X) Pickup () PLANNING DEPT., COUNTY OF HAWAII 25 AUPUNI ST. HILO, HAWAII 96720

FARM DWELLING AGREEMENT

WHEREAS, Mr. & Mrs. R. R. Lippincott

whose residence address is Box 1534 Kailua-Kona, Hawaii 96740

\_\_\_\_\_, 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:

> Lease No. 16804 (3) 7-8-16:31 Keauhou, Kahaluu Farm Lots, North Kona, TMK 378-016-031

and zoned <u>General Agriculture</u> <u>A De pre</u> by the County of Hawaii and classified Agriculture by the State Land Use Commission.

IT IS HEREBY ACKNOWLEDGED that the undersigned is the <u>lesse</u> 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

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

-2-

Consent to Farm Dwelling Agreement dated February 3, 1977 on Tax Map Key 378-016-031

The Trustees of the Estate of Bernice Pauahi Bishop, the fee simple owners of the property described in the foregoing agreement, consent to the execution of said agreement by the Lessee named therein, subject to the following conditions:

1. Permission for a workman's quarters is for a period from the date hereof until April 30, 1981. After April 30, 1981, the building must revert to a storage shed or some other approved, nonliving-quarters use.

2. The term "Owner" as used in said agreement shall mean the said Lessee.

The Trustees shall not be responsible for enforcing any 3. of the occupancy requirements of said agreement and shall not be subject to any liability whatsoever arising out of the use or occupancy of the dwelling described in said agreement.

This consent shall not become operative until a copy of said agreement, after execution thereof by the County of Hawaii, Planning Department, has been delivered to the said Trustees, and said agreement, together with this consent is recorded in the Bureau of Conveyances of Hawaii.

Dated: Honolulu, Hawaii, Jebruary 15, 1977.

TRUSTEES OF THE ESTATE OF BERNICE PAUAHI BISHOP

auvene Cunho Lawrence Cunha

Area Development Manager

STATE OF HAWAII

ss.

City and County of Honolulu)

On this 15th day of Letrucky, 1977, before me personally appeared Lawrence Cusha, to me known to be the person who executed the foregoing instrument in behalf of the Trustees of the Estate of Bernice Pauahi Bishop and acknowledged that, pursuant to authority granted to him by the said Trustees on October 30, 1973 he executed the same as the free act and deed of the said Trustees.

ELVERA BLACK Notary Public, First Judicial Circuit State of Hawaii My Commission expires March 31, 1980

Elvera Bluck Notary Public, First Judicial Circuit

State of Hawaii

## (acknowledgment of Lessor)

ACCEPTED:	
1 Relture	
Planning Director County of Hawaii	
Date: FEB 28 1977	

APPROVED AS TO FORM AND LEGALITY:

Corporation Counsel County of Hawaii B Date:

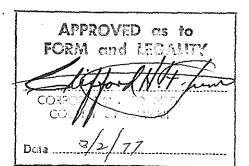
LIBER 12075 PC 441

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

has/have caused this instrument to be executed on the 3nd day of February \_\_\_\_, 19<u>77</u>.

(Owner)



(Lessor) 14° - 25

STATE OF HAWAII }ss: COUNTY OF HAWAII

On this 34	day of . 🗇	1 clousey	<i>.</i> ,	19 <b>77</b> ,	before	me
personally appear	edan Kimin	eate +oni	AR hepp	weath_	_, to m	ie known
to be the persons						
and acknowledged	that flue exe	ecuted the	same as HA	<i>w</i> free	act and	l deed.
	<del></del>					

By

Notary Public, Third Judicial Circuit, State of Hawaii. 4-25-78

My commission expires