

RECORDATION REQUESTED BY:

PLANNING DEPARTMENT

BUREAU OF CONVEYANCES

AFTER RECORDATION, RETURN TO:

County of Hawaii

25 Aupuni Street

Hilo, Hawaii 96720

Received for record this SEP 16 1977

RETURN BY: Mail () Pickup ()

Day of A.D., 19...

at 10:35 o'clock A.M. and

FARM DWELLING AGREEMENT

Recorded at Liber 12437

on Pages 297

Sgd NP

WHEREAS, CHARLES SHIROKA

whose residence address is 2333 KILAUEA AVENUE,

Hilo, Hi., 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 con-

struct ^{two} ~~an additional~~ single-family farm dwelling unit located on property

legally described as follows: TMK 2-4 - 37-21

Sgd NP

and zoned AGRICULTURAL 3ACRE (A-3a)

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

IT IS HEREBY ACKNOWLEDGED that the undersigned is the OWNER

_____ 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 agricultural activity on the subject and adjacent land. An agricultural activity is considered only if it provides a 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 agricultural activity on the subject and adjacent 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 DWELLING UNITS

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 Chapter 8, Article 7, Section 3-G, Hawaii County code.

IN WITNESS WHEREOF, the said Charles Shiroma

has/have caused this instrument

to be executed on the 22nd day of August, 1977.

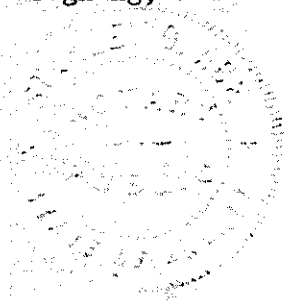
Charles Shiroma

STATE OF HAWAII)
COUNTY OF HAWAII)

SS:

On this 22nd day of August, 1977, before me

personally appeared Charles Shiroma
to me known to be the person described in and who executed the foregoing
instrument, and acknowledged that he executed the same, by
signing, and delivering the same, as his free act and deed.



Stanley G. Allen
Notary Public, Third Judicial
Circuit, State of Hawaii

My commission expires: 3-1-80

ACCEPTED:

Maui Kamae
Planning Director
County of Hawaii
Date: 9/16/77

APPROVED AS TO FORM AND LEGALITY:

James S. Bess
Corporation Counsel
County of Hawaii
Date: AUG 29 1977