10/73

RECORDATION REQUESTED BY:

AFTER RECORDATION, RETURN TO:

PLANNING DEPARTMENT County of Hawaii 25 Aupuni Street Hilo, Hawaii 96720

78- 28150

RETURN BY: Mail () Pickup ()

FARM DWELLING AGREEMENT

WHEREAS, ANTONE and RUBY RIOS

whose residence address is <u>upper Kalopa Homesteads</u>, Kalaniai Road______, 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: TMK: 4-4-08:083 containing a land area

of 2.805 acres in the Kalopa Homesteads, Hamakua, Hawaii.

and zoned <u>agricultural or a five (5) acre minimum lot size</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>sole legal</u> owners ______ 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



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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 single family farm dwelling

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

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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 <u>Antone Rios and Ruby Rios</u> has/have caused this instrument to be executed on the <u>8th</u> day of <u>March</u>, 19<u>78</u>.

atone

Antone Rios

Ruby Ke

Ruby Rios

STATE OF HAWAII)) COUNTY OF HAWAII)

) SS:)

On this 8th day of March , 1978 , before me

personally appeared <u>Antone Rios and Ruby Rios</u> to me known to be the person_described in and who executed the foregoing instrument, and acknowledged that <u>they</u> executed the same, by signing, and delivering the same, as <u>their</u> free act and deed.

Notary Public, Third Judicial Circuit, State of Hawaii

My commission expires: December 15, 1981

ACCEPTED:

Planning Director County of Hawaii Date:

APPROVED AS TO FORM AND LEGALITY:

Corporation Counsel County of Hawaii MAR 201978 Date:

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