



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 improvements and tenants occupying farm cottage concerned in this agreement

---

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 William C. Fisher II has/have caused this instrument to be executed on the 23rd day of March, 1978.

*Handwritten initials*

William C. Fisher II

STATE OF HAWAII )  
                          ) SS:  
COUNTY OF HAWAII )

On this 23rd day of March, 1978, before me personally appeared William C. Fisher II 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.

Arthur B. MacFarlane  
Notary Public, Third Judicial  
Circuit, State of Hawaii

My commission expires: Aug. 30, 1981

ACCEPTED:

Mona Kambou  
Planning Director  
County of Hawaii  
Date: 4/26/78

APPROVED AS TO FORM AND LEGALITY:

Roxanna Garcia  
Corporation Counsel  
County of Hawaii  
Date: APR 18 1978

STAMP