

RECORDATION REQUESTED BY:

AFTER RECORDATION, RETURN TO:

RETURN BY: Mail () Pickup ()

78-71200
PLANNING DEPARTMENT
County of Hawaii
25 Aupuni Street
Hilo, Hawaii 96720

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
LIBER 13024 PG 228

78 JUL 19 AIO: 24

REGISTRAR

FARM DWELLING AGREEMENT

WHEREAS, YASUJI TAKASAKI and MITSUKO TAKASAKI, husband and wife,
SHELDON TAKASAKI, single, and GERRIT TAKASAKI, single,

whose residence address is Hakalau, Hawaii

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:

See Exhibit "A" attached hereto and made a part hereof for description.

TMK: 3-1-02:28

and zoned agricultural - 20 acres

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

IT IS HEREBY ACKNOWLEDGED that the undersigned is the 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

TAKASAKI, et al

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 second 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

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 YASUJI TAKASAKI, MITSUKO TAKASAKI, SHELDON TAKASAKI and GERRIT TAKASAKI has/have caused this instrument to be executed on the 22nd day of May, 1978.

Yasuji Takasaki
YASUJI TAKASAKI

Sheldon Takasaki
SHELDON TAKASAKI

Mitsuko Takasaki
MITSUKO TAKASAKI

Gerrit Takasaki
GERRIT TAKASAKI

STATE OF HAWAII)
) SS:
COUNTY OF HAWAII)

On this 22nd day of May, 1978, before me personally appeared YASUJI TAKASAKI, MITSUKO TAKASAKI and SHELDON TAKASAKI, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same, by signing, and delivering the same, as their free act and deed.

Cepel Kenneth
Notary Public, Third Judicial
Circuit, State of Hawaii

My commission expires: Feb. 3, 1981

ACCEPTED:

STATE OF HAWAII)
CITY AND) SS:
COUNTY OF HONOLULU)

On this 17th day of May, 1978, before me personally appeared GERRIT TAKASAKI, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Clair R. Johnson
Notary Public, First Judicial Circuit
State of Hawaii

My Commission expires 10-7-78

A portion of Lot 5
Grant 9096 to Victoria Ayat
Lepoloa-Kauniho Homesteads
North Hilo, Hawaii

LOT 2

Beginning at a pipe at the Northeast corner of this parcel of land and on the South side of Kauniho Road, the coordinates of said point of beginning referred to Government Survey Triangulation Station "Honohina" being 585.26 feet South and 6062.45 feet East, and running by azimuths measured clockwise from true South:

1. 332° 21' 331.24 feet to a pipe;
2. 61° 12' 323.83 feet along the land of Umauma to a pipe;
3. 67° 27' 252.48 feet along the land of Umauma to a pipe;
4. 152° 21' 315.29 feet to a pipe on the South side of Kauniho Road;
5. 242° 21' 575.25 feet along the South side of Kauniho Road to the point of beginning and containing an area of 4.371 acres.