

RECORDATION REQUESTED BY:

AFTER RECORDATION, RETURN TO:

Planning Department  
25 Aupuni St  
Hilo, HI 96720

78-115654

RETURN BY: Mail (✓) Pickup ( )

STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDED

LIBER 13265 PG 305  
78 NOV 13 P 2: 37

*Charles H. ...*  
REGISTRAR

FARM DWELLING AGREEMENT

WHEREAS, William C. Fisher II,

whose residence address is Box 1583 Kealahou, Kona, Hawaii 96750

\_\_\_\_\_ , 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: Captain Cook Estates Lot # 10

5.06 Acres

Waipunaula, South Kona, Hawaii

Tax Map Key # 8-2-03-28 Lot 10

(see attached sheet for further description)

and zoned Five-Acre Agricultural

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

IT IS HEREBY ACKNOWLEDGED that the undersigned is the fee simple 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 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

6. Failure of Owner to abide by this agreement shall result in the immediate removal of the said tenants and building itself

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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 ~~caused~~ caused this instrument to be executed on the 12<sup>th</sup> day of September, 1978.

William C. Fisher II

STATE OF HAWAII )  
                          ) SS:  
COUNTY OF HAWAII )

On this 12<sup>th</sup> day of Sept., 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.

Frank B. Manfau  
Notary Public, Third Judicial  
Circuit, State of Hawaii

My commission expires: Aug. 30, 1981

ACCEPTED:

Mona Kambou  
Planning Director  
County of Hawaii  
Date: OCT 25 1978

APPROVED AS TO FORM AND LEGALITY:

Paul D. Meyer  
DUTY Corporation Counsel  
County of Hawaii  
Date: SEP 22 1978

# Legal Description

LIBER 13265 PG 308

## LOT 10

### CAPTAIN COOK ESTATES SUBDIVISION

Land situated on the Northerly side of Government Road to Napoopoo Bay at Kiloa 1 and 2 and Waipunaulo, South Kona, County of Hawaii, Hawaii.

Being a portion of Grant 867 to Prest Cummings.

Beginning at the Northwest corner of this parcel of land being also the Northeast corner of Lot 9, the Southeast corner of Lot 6 and the Southwest corner of Lot 7 the coordinates of said point of beginning referred to Government Survey Triangulation Station "LAE O KANONI" being 18,730.66 feet North and 3434.35 feet East and running by azimuths measured clockwise from true South:

1. 277° 33' 40" 237.06 feet along the remainder of Grant 867 to Prest Cummings along Lot 7;
2. 23° 01' 93.76 feet along Grant 975 to S.W. Papaula along the remainder of Grant 867 to Prest Cummings along a stonewall;
3. 23° 11' 110.04 feet along the remainder of Grant 867 to Prest Cummings along a stonewall;
4. 301° 00' 30" 85.60 feet along the remainder of Grant 867 to Prest Cummings;
5. 38° 16' 672.22 feet along the remainder of Grant 867 to Prest Cummings;
6. 130° 25" 35.55 feet along the Government Road to Napoopoo;
7. 124° 31' 30" 47.09 feet along the Governemnt Road to Napoopoo;
8. 117° 47' 95.87 feet along the Government Road to Napoopoo;
9. 115° 51' 49.28 feet along the Government Road to Napoopoo;
10. 209° 34' 58" 775.74 feet along the remainder of Grant 867 to Prest Cummings along Lot 9 to the point of beginning and containing an area of 5.060 acres.

### **WES THOMAS & ASSOCIATES, INC.**

SURVEYORS • PHOTOGRAMMETRISTS • ENGINEERS  
3049 DALENA STREET, SUITE 406 • HONOLULU, HAWAII 96819