

8

RECORDATION REQUESTED BY:

AFTER RECORDATION, RETURN TO:
PLANNING DEPARTMENT

County of Hawaii

25 Aupuni Street

RETURN BY: Mail Pickup ()

Hono, Hawaii 96720

78- 80803

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

LIBER 13077 PG 650

78 AUG 14 P12:48

Charles T. Williams III
REGISTRAR

FARM DWELLING AGREEMENT

WHEREAS, JACK RAMOS,

whose residence address is Honokaa, 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.

and zoned A-40a

by the County of Hawaii and classified Agriculture 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 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 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 JACK RAMOS has/have caused this instrument to be executed on the 17th day of July, 1978.

Jack Ramos

STATE OF HAWAII)
) SS:
COUNTY OF HAWAII)

On this 17th day of July, 1978, before me personally appeared JACK RAMOS 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.

Notario Ashiro
Notary Public, Third Judicial
Circuit, State of Hawaii

My commission expires: March 8, 1979

ACCEPTED:

Ril Huku
Planning Director
County of Hawaii
Date: 10 Aug 78

APPROVED AS TO FORM AND LEGALITY:

Stephen C. Bean
Corporation Counsel
County of Hawaii
Date: AUG 7 1978

LOT 1

LIBER 13077 PC653

5.2218 ACRES

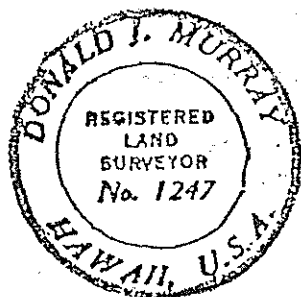
(Former Manager's Residence)

Being portion of

L.P. 8123, L.C. Av. 8452 Ap. 14 to A. Keohokalole
Paauhau, Hamakua, Hawaii

Beginning at a pipe at the east corner of this parcel of land and on the southwesterly side of Mamalahoa Highway, the coordinates of said point of beginning referred to Government Survey Triangulation Station "Paauhau" being 2096.41 feet North and 246.63 feet East and running by azimuths measured clockwise from true South:

1. 19° 23' 265.76 feet along Lot 2, remainder of L.P. 8123, L.C. Av. 8452 Ap. 14 to A. Keohokalole to a pipe;
2. 23° 26' 463.31 feet along Lot 2, remainder of L.P. 8123, L.C. Av. 8452 Ap. 14 to A. Keohokalole to a pipe;
3. 115° 16' 296.25 feet along Lot 2, remainder of L.P. 8123, L.C. Av. 8452 Ap. 14 to A. Keohokalole to a pipe;
4. 202° 12' 30" 712.54 feet along Lot 2, remainder of L.P. 8123, L.C. Av. 8452 Ap. 14 to A. Keohokalole to a pipe; thence along a curve to the right having a radius of 50.00 feet, the chord azimuth and distance being:
5. 247° 34' 45" 71.17 feet to a pipe at the southerly side of Mamalahoa Highway;
6. 292° 57' 73.67 feet along the southerly side of Mamalahoa Highway to a pipe; thence along a curve to the right having a radius of 325.00 feet, the chord azimuth and distance being:
7. 306° 43' 30" 154.77 feet to a pipe;
8. 320° 30' 21.00 feet along the southwesterly side of Mamalahoa Highway to the point of beginning and containing an area of 5.2218 Acres.



MURRAY, SMITH & ASSOCIATES, LTD.

By Donald James Murray
Donald James Murray
Registered Surveyor

Hilo, Hawaii
March 17, 1978

SUBJECT, HOWEVER, to that certain lease agreement by and between Honokaa Sugar Company, Lessor, and Paul DeDomenico and Anita L. DeDomenico, husband and wife, Lessees, the Lessor's liability and responsibility under which lease is hereby assumed by Ramos.

EXHIBIT A