RECORDATION REQUESTED BY:

County of Hawaii 25 Aupuni Street RETURNIL BY GWGII Marky 26 V)

AFTER RECORDATION, RETURN TO: PLANNING DEPARTMENT

Pickup

STATE OF HAWAII BUREAU OF CONVEYANCES LIBER 153978 PE 670

78 DEC 26 AID: 28

Charles VIII II

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FARM DWELLING AGREEMENT						
WHEREAS, Albert C. Watkins and Vaye J. Watkins, husband and wife						
whose residence address is Lot 14, Sunset View Terrace						
Kailua-Kona, H awaii 96740- P.O. Box 2622 , 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 con-						
struct an additional single-family farm dwelling unit located on property						
legally described as follows: All that certain parcel of Land situate in						
Honaunau, District of South Kona, County and State of H awaii Containing an area of 5.30 acres, and comprising lot 24 Section B, Honaunau Subdivision, Tax Map Key 8-4-06-13.						
and zoned Agriculture						
by the County of Hawaii and classified Agriculture by the State Land Use						
Commission.						
IT IS HEREBY ACKNOWLEDGED that the undersigned is the						

IT IS HEREBY FURTHER AGREED that this approval is given subject to the following conditions:

of the property above described.

- Said dwelling shall be used to provide shelter to only person(s) conducting substantial agricultural activity on the subject land. agricultural activity is considered substantial only if it provides a major source of income to the person(s) occupying the dwelling; and
- 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

MATKINS,

- 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 Form Devolling													

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

the Agricultural District.	
IN WITNESS WHEREOF, the said	Applicants
	has/have caused this instrument
to be executed on the Toth day	of <u>September</u> , 19 <u>78</u> .
	Albert Clettellows
	May & Watkins
STATE OF HAWAII)) SS: COUNTY OF HAWAII)	
On this 13th day of Sen	tember, 1978, before me
personally appeared Nbert C.	WATKINS & VAYE J. WATKINS cribed in and who executed the fore- that they executed the same, by
	Notary Public, Third Judicial Circuit, State of Hawaii
My com	mmission expires: 1-70.80
a company.	
Planning Director County of Hawaii Date:	- ·
APPROVED AS TO FORM AND LEGALITY: Cofporation Counsel	_
Corporation Counsel County of Hawaii	

Section 2.14 of the State Land Use District Regulations and Chapter 205,

Hawaii Revised Statutes, as amended, relative to permitted uses within

Consent to Agreement dated September 13, 1978 for Additional Dwelling on Tax Map Key 384-006-013

The Trustees of the Estate of Bernice Pauahi Bishop, the fee simple owners of the property described in the foregoing agreement, consent to the execution of said agreement by the First Party but in so consenting the said Trustees shall not be responsible for enforcing any of the occupancy requirements of said agreement and shall not be subject to any liability whatsoever arising out of the use or occupancy of the dwelling described in said agreement. This consent shall not become operative until a copy of said agreement, after execution thereof by the Second Party, has been delivered to the said Trustees, and said agreement, together with this consent, is recorded in the Bureau of Conveyances of Hawaii.

Dated: Honolulu, Hawaii

Intole 13, 1978.

Trustees of the Estate of Bernice Pauahi Bishop

Lawrence Cunha

Area Development Manager

STATE OF HAWAII

SS.

City and County of Honolulu)

On this the 13th day of October, 1978, before me personally appeared LAWRENCE CUNHA, to me known to be the person who executed the foregoing instrument in behalf of the Trustees of the Estate of Bernice Pauahi Bishop, and acknowledged that, pursuant to authority granted to him by said Trustees on September 26, 1972, he executed the same as the free act and deed of said Trustees.

ELVERA BLACK
Notary Public, First Judicial Circuit
State of Hawaii
My Commission expires March 31, 1980

NOTARY PUBLIC, First Judicial Circuit, State of Hawaii.

My commission expires: