

RECORDATION REQUESTED BY:

79- 84265
79- 84266

AFTER RECORDATION DEPARTMENT TO:

County of Hawaii
25 Aupuni Street

RETURN BY: ^{Hilo, Hawaii 96720} Mail () Pickup ()

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
LIBER 13872 PG 329

79 JUL 25 P 1:40

FARM DWELLING AGREEMENT

Charles W. Johnson III
REGISTRAR

WHEREAS, Lawrence Martin Kraus,

whose residence address is Box 1841 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: TMK: 7-8-03:15

Keahou 2, Mauka Farm Lots
Keahou 2, North Kona, Hawaii

and zoned Agriculture 5-acre (A-5a)

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

IT IS HEREBY ACKNOWLEDGED that the undersigned is the lessee 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 Lawrence Martin Kraus

_____ has/have caused this instrument to be executed on the 23rd day of January, 1979.

Lawrence Cunha

(Owner) (Lessor)

Lawrence Cunha, Area Development Manager
For Trustees, Kamehameha Schools/Bishop Estate

(Owner)

m. v.

(Lessee)

By _____

STATE OF HAWAII }
COUNTY OF HAWAII } SS:

On this 23rd day of January, 1979, before me personally appeared Lawrence Martin Kraus, 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.

Edwin T. Ueda
Notary Public, Third Judicial Circuit,
State of Hawaii.

My commission expires DEC 25 1982

ACCEPTED:

APPROVED AS TO FORM AND LEGALITY:

Maone Kanaha
Planning Director
County of Hawaii
Date: JUN 28 1979

Sandra E. Peck
DEPUTY Corporation Counsel
County of Hawaii
Date: JUN 26 1979

Consent to Agreement dated January 23, 1979
for Additional Dwelling on Tax Map Key: 378-003-015

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 Lessee 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 County of Hawaii, 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 January 30, 1979.

TRUSTEES OF THE ESTATE OF
BERNICE PAUAAHI BISHOP

By Lawrence Cunha
Lawrence Cunha
Area Development Manager

STATE OF HAWAII)
City and County of Honolulu) ss.

On this 30th day of January, 1979, 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.

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

My commission expires:

Exhibit A of Bishop Estate Lease No. 24,944

ALL that certain parcel of land (part of R. P. 7844, L. C. Aw. 7715, Apana 12 to Lota Kamehameha) situate at Keauhou 2, District of North Kona, County and State of Hawaii, containing an area of 6.38 acres and comprising Lot 22, Keauhou 2 Mauka Agricultural Sub-division, as delineated on Bishop Estate Map 8471-C filed in the office of Lessors and on the sketch attached hereto and made a part hereof, and being more particularly described as follows:

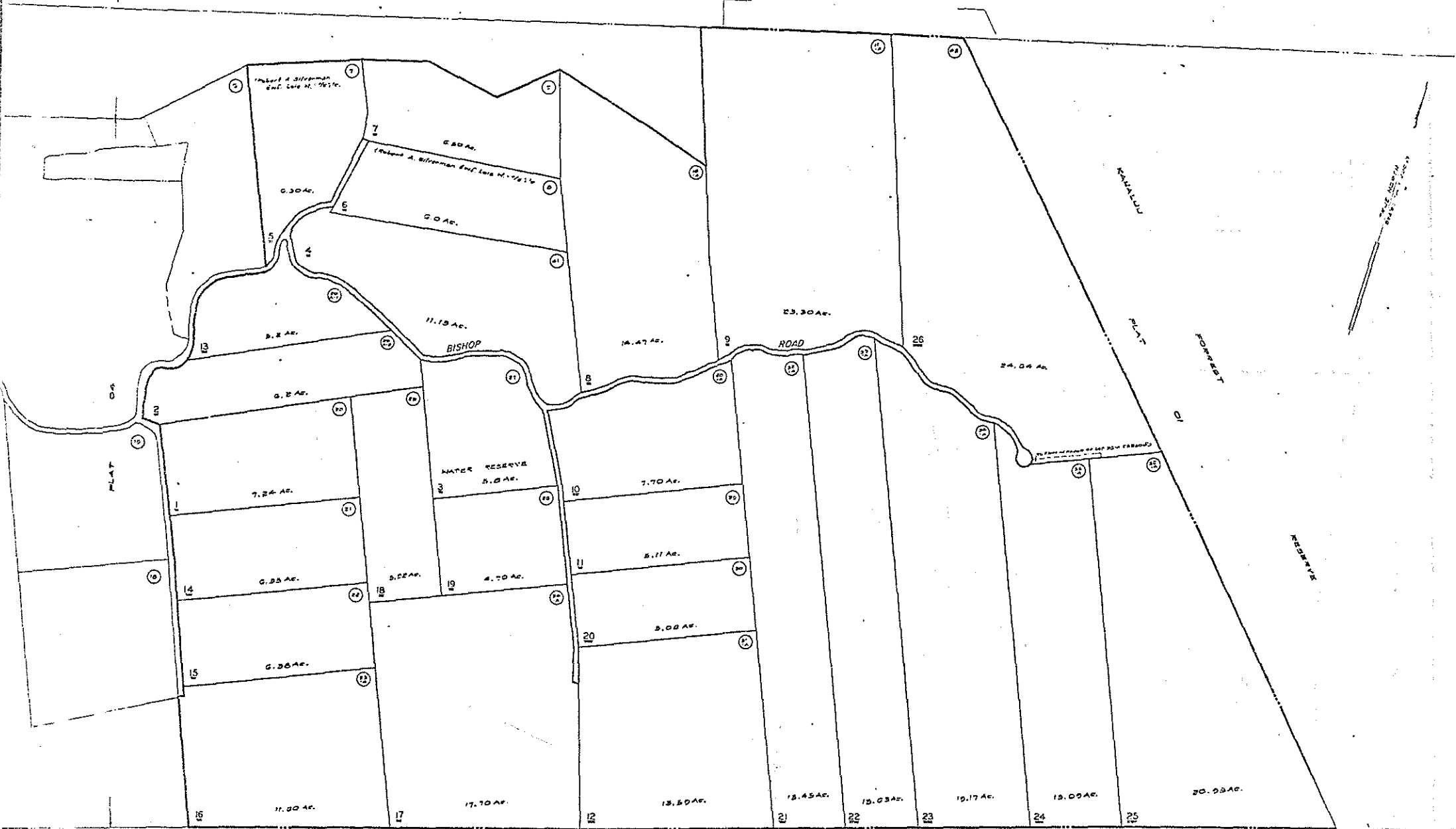
Beginning at a pipe at the Northwest corner of this lot, the Southwest corner of Lot 21 and on the Easterly side of Road "D", the coordinates of said point of beginning referred to Government Survey Triangulation Station "KEAUHOU COAST" being 1005.76 feet North and 14,000.71 feet East and running thence by azimuths measured clockwise from true South:

1. 247° 00' 00" 791.54 feet along Lot 21 to a pipe;
2. 337° 00' 00" 350.00 feet along Lots 25 and 24-A to a pipe, passing over a pipe at 86.95 feet;
3. 67° 00' 00" 796.50 feet along Lot 23-A to a pipe;
4. 157° 48' 45" 350.03 feet along the Easterly side of Road "D" to the point of beginning.



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FLAT 02 KEAUNOU L. C. AN. 771512



REVISIONS BY DATE SOURCE THIS BY DATE

SECTION 2 FLAT 02 HONALO GN. 4150

3 1598

KEAUNOU 2 MAUKA FARM LOTS, FOR L. C. AN. 771512, KEAUNOU 2, N. KOHA, HAWAII

NOT TO SCALE UNLESS OTHERWISE NOTED

FOR PROPERTY ASSESSMENT PURPOSES SUBJECT TO CHANGE

DEPARTMENT OF LAND AND NATURAL RESOURCES	
PROPERTY TAX MAP	
STATE OF HAWAII	
TAX MAP	
THIRD TAX MAP DISTRICT	
ZONE	7 8 03
SCALE	1" = 100'

LIBER 13872 P. 33A