

79- 84912

RECORDATION REQUESTED BY:

AFTER RECORDATION, RETURN TO: PLANNING DEPARTMENT
County of Hawaii
25 Aupuni Street
Hilo, Hawaii 96720

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

LIBER 13875 PG 392
79 JUL 27 AIO: 04

RETURN BY: Mail () Pickup ()

FARM DWELLING AGREEMENT

[Handwritten signature]
REGISTRAR

WHEREAS, PALANI RANCH COMPANY, INC.

whose residence address is 3210 Koapaka Street, Honolulu, Hawaii 96819

_____, 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-
a replacement of a

*AW
N.P.*

struct ~~xx xxxxxxxxx~~ single-family farm dwelling unit located on property

legally described as follows: Being within TMK 7-4-08-05 and more particularly located immediately makai of Palani Road approximately 1500 feet from the boundary of TMK 7-4-08-05 and the land of Kaloko.

and zoned _____

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

so long as current zoning is in effect

Y.M.
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 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. *Y.M. N.R.*

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 Palani Ranch Company, Inc., lessee has/have caused this instrument to be executed on the 17th day of May, 1979.

PALANI RANCH COMPANY, INC.

James M. Greenwell
President
J.R. Marks
Treasurer

STATE OF HAWAII }
COUNTY OF HAWAII }

On this 17 day of May, 1979, before me appeared James M. Greenwell and J. R. Marks, to me personally known, who, being by me duly sworn, did say that they are the President and Treasurer of Palani Ranch Company, Inc. and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, the said officers acknowledged said instrument to be the free act and deed of said corporation.

Naomi A. Snow
Notary Public, Third Judicial Naomi
Circuit, State of Hawaii N.P.

My commission expires: 4/2/82
L.S.

ACCEPTED:

James K. ...
Planning Director
County of Hawaii
Date: _____

ACCEPTED:

James M. Greenwell
Harold S. ...
Robert F. Greenwell
L. Radcliff Greenwell
TRUSTEES OF PALANI LAND TRUST II, Owner

APPROVED AS TO FORM AND LEGALITY:

Linda B. ...
DUTY Corporation Counsel
County of Hawaii
Date: JUL 2 - 1979