Dept. of Public Works 25 Aupuni St. Hilo, Hawaii 96720

79-134095

SITATE OF HAWAU BUREAUGT COMVEYANCES RECORDED

79 NOV14 P2:35

RETURN BY: Mail (* Pickup ()

FARM DWELLING AGREEMENT

~		THE WARD CONTRACTOR
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LIBER 14164 PC172

WHEREAS, Steven J. Warren & Tamara A. Warren

):

whose residence address is _____ RR1 Box 62 Captain Cook, 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:

39.588 acres located in the Onouli District of South Kona, Hawaii Tax Map Key 8-1-05:2

and zoned <u>A-20a</u> by the County of Hawaii and classified Agriculture by the State Land Use Commission.

IT IS HEREBY ACKNOWLEDGED that the undersigned is the <u>owner (partner)</u> 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

Warren, Steven

LIBER 14164 PG173

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 <u>farm dwelling</u>

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

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LIBER 14164 PC174

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 121al has/have caused this instrument to be executed on the <u>Jul</u> day of 19 71 awen STATE OF HAWAII SS: COUNTY OF HAWAII On this Bul day of 19 77 , before me Waren and Jamered Waren <u>Mever</u> personally appeared to me known to be the person described going instrument, and acknowledged that described in and who executed the foreexecuted the same, by they signing, and delivering the same, as then free act and deed. uu) Third Judicial Notary Public, Circuit, State of Hawaii My commission expires: /2/11/2/

ACCEPTED:

Ubate:

mme Kanba	
NPlanning Director	_
(County of Hawaii	

APPROVED AS TO FORM AND LEGALITY:

PUTY Corporation Counsel County of Hawaii Date: NOV 6 1979

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