

80- 21854

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RECORDATION REQUESTED BY:

AFTER RECORDATION, RETURN TO: PLANNING DEPARTMENT

County of Hawaii

25 Aupuni Street

Hilo, Hawaii 96720

RETURN BY: Mail (✓) Pickup ()

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

80 FEB 27 AM: 36

14523 507

LIDER/PO
C.F. NEUMANN III, REGISTRARFARM DWELLING AGREEMENTWHEREAS, GEORGE FUJINO AND SETSUYO FUJINOwhose residence address is P.O. Box 146, Captain Cook,
Hawaii 96704, 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 384-015-015
All that certain parcel of land (part of R.P. 6852, L.C. Aw 7712, Ap. 1 to M. Kekuanaoa) situate at Keokea, South Kona, Hawaii, containing an area of 44.20 acres and comprising Lot 32, Mauka Section, Keokea Subdivision, as delineated on Bishop Estate Map 958 filed in the office of Lessors.

and zoned 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

Fujino, George

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

Applicants

has/have caused this instrument to be executed on the 19th day of November, 1979.

George Fujino

Setsuyo Fujino

STATE OF HAWAII)
COUNTY OF HAWAII) SS:

On this 19th day of November, 1979, before me personally appeared George Fujino and Setsuyo Fujino to me known to be the person S described in and who executed the foregoing instrument, and acknowledged that they executed the same, by signing, and delivering the same, as their free act and deed.

Edwin T. Neale

Notary Public, Third Judicial Circuit, State of Hawaii

My commission expires: DEC 25 1982

ACCEPTED:

Benny Zuko

Planning Director
County of Hawaii

Date: 12 Feb 80

APPROVED AS TO FORM AND LEGALITY:

Ruben Buhazala

UTY Corporation Counsel
County of Hawaii

Date: FEB 4 1980

CONSENT TO AGREEMENT

Conveyances of Hawaii.

Dated: Honolulu, Hawaii

TRUSTEES OF THE ESTATE OF
BERNICE PAUAAHI BISHOP

BY Lawrence Cunha
Lawrence Cunha, Area Development
Manager

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

On this NOV 28 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
My Commission expires March 31, 1980

Evera Black
NOTARY PUBLIC, First Judicial Circuit,
State of Hawaii.

My commission expires: