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LIBER/PC 15267, 167
C.F. NEUMANN III. REGISTRAR.

County of Hawaii
Planning Department
25 Aupuni Street
Hilo, HI 96720

WHEREAS, Tracy E. Lay

whose residence address is P. O. Box 1056, Kamuela, Hawaii 96743

_____, 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:

Tax Map Key 6-6-05:17

Lalamilo Farm Lots, Portion of Grant 1157

Lalamilo, South Kohala, 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 owner

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

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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 Tracy E. Lay
_____ has/have caused this instrument
to be executed on the 11th day of December, 1980.

Tracy E. Lay

STATE OF HAWAII)
) SS:
COUNTY OF HAWAII)

On this 11th day of December, 1980, before me
personally appeared TRACY E. LAY
to me known to be the person described in and who executed the fore-
going instrument, and acknowledged that he executed the same, by
signing, and delivering the same, as his free act and deed.

Guillermo L. Sumera
Notary Public, Third Judicial
Circuit, State of Hawaii

My commission expires: 9/22/81

ACCEPTED:

Bert Aulso
Planning Director
County of Hawaii
Date: 6/11/81

APPROVED AS TO FORM AND LEGALITY:

Ben Kulegali
Corporation Counsel, Deputy
County of Hawaii
Date: 30 Dec 80