

RECORDATION REQUESTED BY:

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

82- 16695

AFTER RECORDATION, RETURN TO:

82 FEB 26 AIO: 52

COUNTY OF HAWAII
PLANNING DEPARTMENT
Hilo, Hawaii

LIBRARY 16185 / 454
S.F. BEUMANN, REG. REGISTRAR

RETURN BY: Mail (X) Pickup ()

FARM DWELLING AGREEMENT

WHEREAS, Patrick T. & Claire H. O'Callaghan

(hereinafter "Owner"), whose residence mailing address is

P.O.Box 396 Kealahou, Hawaii 96750

_____, desires to enter into an agreement with the Planning Department of the County of Hawaii (hereinafter "County"); and

WHEREAS, there exists a single family dwelling on land which is within the exclusive use, possession, and control of Owner and which is legally described as follows:

TMK: 8-1-01:19 Lot G
Containing a land area of 4.207 acres
Por. of Grant 2004
Keeke 1st, South Kona, Hawaii

and zoned Agricultural (A-5a) by the County of Hawaii and classified within an agricultural district by the State Land Use Commission; and

WHEREAS, Owner seeks the County's approval for the construction of an additional single family dwelling (hereinafter "farm dwelling") on the property described above; and

WHEREAS, Owner intends to conduct substantial agricultural activity on the subject property in furtherance of the State

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Land Use policies relating to agricultural land and has commenced initial agricultural activity which, if pursued, will develop into a viable and substantial undertaking.

NOW, THEREFORE, IT IS AGREED that the County's approval is given and accepted, subject to the following conditions:

1. The farm dwelling shall be used to provide shelter only to persons conducting agricultural activity on the subject land; and

2. The existing dwelling shall be used in connection with a farm or where agricultural activity provides income to the family, as defined in section 1-4, part I, State Land Use District Regulations, Land Use Commission, which occupies the dwelling; and

3. Owner grants to the County the right-of-entry, after reasonable notice, for inspection of the premises to assure compliance with provisions of this agreement; and

4. This agreement shall run with the land and bind Owner's heirs, successors, and assigns with regard to the future use of the dwellings above described; and

5. The County's approval of the construction of the farm dwelling by this agreement shall be effective only until September 30, 1983, unless otherwise extended pursuant to Owner's written request prior to the above termination date. After such timely request, the County shall extend its approval upon the terms of this agreement only if it determines that the agricultural activity that is being conducted is viable, substantial in income production, and conforms to the applicable provisions of the State Land Use District regulations and policies; and

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6. Owner shall record this agreement with the State of Hawaii Bureau of Conveyances and shall furnish a recorded copy of it to the County's Planning Department within six (6) months from the date of approval of the building permit for the farm dwelling; and

7. Failure of Owner to abide by this agreement shall result in the immediate removal of the farm dwelling by Owner at Owner's expense upon demand by County. Upon Owner's failure to remove the 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 the additional farm dwelling as a violation of Chapter 205, Hawaii Revised Statutes, as amended, and applicable ordinances then in existence. This enforcement provision shall be binding on Owner's heirs, devisees, successors, 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, 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 County hereby accepts 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.

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IN WITNESS WHEREOF, the undersigned parties have caused
this instrument to be executed on the 16 day of
February, 1982.

Robert J. O'Connell

Elaine H. O'Connell

"Owner"

COUNTY OF HAWAII, through its
Planning Department,

By *Richard F. Fuku*
Its Planning Director

APPROVED AS TO FORM
AND LEGALITY:

Deputy Corporation Counsel
County of Hawaii

Date: _____

STATE OF HAWAII)
) SS:
COUNTY OF HAWAII)

On this 16th day of February, 1982,
before me personally appeared Patrick T. O'Callaghan
and Claire H. O'Callaghan

to me known to be the person(s) described in and who executed
the foregoing instrument, and acknowledged that he/she/they
executed the same, by signing, and delivering the same, as
his/her/their free act and deed.

Katherine Subei
Notary Public, State of Hawaii

My Commission Expires: 10/15/85 *HP*

STATE OF HAWAII)
) SS:
COUNTY OF HAWAII)

On this 25th day of February, 1982,
before me personally appeared SIDNEY FUKE, to me personally
known, who, being by me duly sworn, did say that he is the
DIRECTOR of the Planning Department of the County of Hawaii;
and that the instrument was signed on behalf of the Planning
Department of the County of Hawaii, a governmental agency,
and said SIDNEY FUKE acknowledged said instrument to be the
free act and deed of said Planning Department, County of
Hawaii.

Guillermo S. Linares
Notary Public, State of Hawaii

My Commission Expires: 9/22/85