



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 agricultural use ceases to exist, 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

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.

18260 551

IN WITNESS WHEREOF, the undersigned parties have caused  
this instrument to be executed on the 4<sup>th</sup> day of  
September, 1984.

Thomas R. Kern

June G. Kern  
"Owner"

COUNTY OF HAWAII, through its  
Planning Department,

By [Signature]  
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 4<sup>th</sup> day of September, 1984,  
before me personally appeared Thomas R. Kerr and  
Jane G. Kerr

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.

Edwin T. Ueda  
Notary Public, State of Hawaii

My Commission Expires: \_\_\_\_\_  
EDWIN T. UEDA  
Notary Public, Third Judicial Circuit  
State of Hawaii  
My Commission expires December 25, 1986

STATE OF HAWAII )  
 ) SS:  
COUNTY OF HAWAII )

On this 7<sup>th</sup> day of November, 1984,  
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 A. Sumera  
Notary Public, State of Hawaii

My Commission Expires: 9/22/85

County Copy

18260 553

CONSENT TO AGREEMENT  
FOR ADDITIONAL DWELLING ON TAX MAP KEY: 378-009-023

The Trustees of the Estate of Bernice Pauahi Bishop, the fee simple owners of the property described in the foregoing agreement, consent to the execution of said agreement by the Lessees but in so consenting the said Trustees shall not be responsible for enforcing any of the occupancy requirements of said agreement and shall not be subject to any liability whatsoever arising out of the use or occupancy of the dwelling described in said agreement. This consent shall not become operative until a copy of said agreement, after execution thereof by the County of Hawaii, has been delivered to the said Trustees, and said agreement, together with this consent, is recorded in the Bureau of Conveyances of Hawaii.

Dated: <sup>Kaunakakai</sup> Honolulu, Hawaii October 19, 1984.

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E.M.  
1/17

TRUSTEES OF THE ESTATE OF  
BERNICE PAUahi BISHOP

By Wallace K. Tirrell  
Wallace K. Tirrell, Area Development  
Manager

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

On this 19th day of October 1984, before me personally appeared Wallace K. Tirrell, 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.

Edwin T. Ueda  
NOTARY PUBLIC, First Judicial Circuit,  
State of Hawaii.

EDWIN T. UEDA  
Notary Public, Third Judicial Circuit  
State of Hawaii  
My Commission expires December 25, 1986

My commission expires: