RECORDATION REQUESTED BY:

STATE OF HAWAII BUREAU OF CONVEYANCES RECORDED

AFTER RECORDATION, RETURN TO 85-76697 Planning Dept 25 Aupuni Street Hilo HI 96720 85 JUL 17 PI: 33 LIBER/FE**18786 424** C.F. NEUMANN LEL. REBISTRAR

RETURN BY: Mail () Pickup ()

FARM DWELLING AGREEMENT

1.

WHEREAS, Boteilho Hawaii Enterprises Inc. (hereinafter "Owner"), whose residence mailing address is P.O.Box 1739 Honokaa, Hawaii 96727

_____, 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: 5-5-06:02 Containing a land area of 44.5 acres Kealahewa 3rd, North Kohala, Hawaii

and zoned Agricultural (A-20a)

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 two 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:

 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 <u>dairy operations exists</u>, 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 $\frac{16^{44}}{16}$ day of

July___, 19<u>85</u>.

BOTEILHO HAWAII ENTERPRISES, INC ver ITS PRESIDENT

"Owner"

COUNTY OF HAWAII, through its Planning Department,

Βv Planning Director

APPROVED AS TO FORM AND LEGALITY:

Deputy Corporation Counsel County of Hawaii

Datę:

and and an a

CORPORATE ACKNOWLEDGEMENT

STATE OF HAWAII) ss. County of <u>HAWATT</u>)		
······································	June, 1985_, before me appeared	
Edward Boteilho	to me personally known, who, being by me duly swom, did	
say that he is the <u>President</u>		
of Boteilho Hawaii Enterprises, 1	Inc and that the seal affixed to	
said instrument is the corporate seal of said c	comporation, and that the instrument was signed and sealed in behalf	
of said corporation by authority of its board of	directors, and said President	
acknowledged the instrument to be the free act and deed of said corporation (and that said corporation has no		
corporate seal).	N Bullus	
	Notary Public, Judicial Circuit, State of Hawaii	
EV 7-62)	My commission expires12-9-88	

STATE OF HAWAII COUNTY OF HAWAII)	66.
COUNTY OF HAWAII)	55.
On this	đay	of, 19, before me
personally appeare	ed	
to me known to be	the	person(s) described in and who executed the
foregoing instrume	ent,	and acknowledged that he/she/they executed the
same, by signing,	and	delivering the same, as his/her/their free act
and deed.		

Notary Public, State of Hawaii

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My Commission expires:

STATE OF HAWAII)) SS: COUNTY OF HAWAII)

On this 16th day of personally appeared <u>A. Low Lyman</u>, to me personally known, who, being by me duly sworn, did say that <u>he</u> is the <u>Auretor</u> 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 <u>A. Low Lyman</u> acknowedged said instrument to be the free act and deed of said Planning Department, County of Hawaii.

L.S

Windy S. E. Jakehara Notary Public, State of Hawaii

7/7/89

My Commission expires: