

R-538

STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDED

APR 19, 1993 08:02 AM

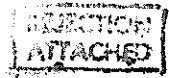
Doc No(s) 93-061153

/s/ S. FURUKAWA  
REGISTRAR OF CONVEYANCES

CONVEYANCE TAX: \$0.00

AFTER RECORDATION, RETURN BY MAIL (X) PICK-UP ( )

Planning Department  
County of Hawaii  
25 Aupuni Street, Room 109  
Hilo, Hawaii 96720



TITLE OF DOCUMENT:

FARM DWELLING AGREEMENT

PARTIES TO DOCUMENT:

ELEANOR S BOLLINGER

PROPERTY DESCRIPTION:

TMK: 8-4-4:18

Orig

RECORDATION REQUESTED BY:

AFTER RECORDATION, RETURN TO:  
Planning Department  
County of Hawaii  
25 Aupuni Street  
Hilo, HI 96720

RETURN BY: Mail (X) Pickup ( )

FARM DWELLING AGREEMENT

WHEREAS, ELEANOR S. BOLLINGER

"Lessee" <sup>RINP</sup>

(hereinafter "~~owner~~"), whose residence mailing address is

"77-6395 KENIKA PLACE KAILUA-KONA HAWAII 96740

just  
MP

\_\_\_\_\_, 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 <sup>Lessee RINP</sup> ~~owner~~ and which  
is legally described as follows:

ant  
ry

TAX MAP KEY 8-4-4-18

and zoned A-5-A

by the County of Hawaii and classified within an agricultural district  
by the State Land Use Commission; and

*jcwp wait up*

WHEREAS, <sup>Lessee</sup>~~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, <sup>Lessee</sup>~~Owner~~ *jcwp wait up* intends to conduct substantial agricultural activity on the subject property in furtherance of the State 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. <sup>Lessee</sup>~~Owner~~ *jcwp wait up* 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 <sup>Lessee's</sup>~~Owner's~~ *jcwp wait up* 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 THE AGRICULTURAL USE CEASES TO EXIST, unless otherwise extended pursuant to <sup>Lessee's</sup>~~Owner's~~ *jcwp* 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

*WMP*  
*JLWP*  
6. ~~Owner~~<sup>Lessee</sup> 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

*WMP*  
*JLWP*  
7. Failure of ~~Owner~~<sup>Lessee</sup> to abide by this agreement shall result in the immediate removal of the farm dwelling by ~~Owner~~<sup>Lessee</sup> at ~~Owner's~~<sup>Lessee's</sup> expense upon demand by County. Upon ~~Owner's~~<sup>Lessee's</sup> 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~~<sup>Lessee's</sup> 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~~<sup>consent</sup> 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.

IN WITNESS WHEREOF, the undersigned parties have caused this instrument to be executed on the 5 day of February, 1991.

Eleanor S. Bollinger  
ELEANOR S. BOLLINGER

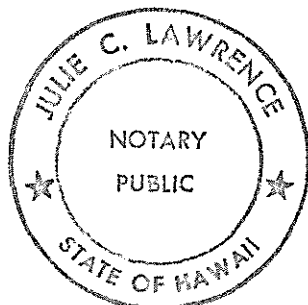
"Lessee"  
"Owner"  
w/et  
sp

COUNTY OF HAWAII, through its Planning Department,

By [Signature]  
Its Planning Director

STATE OF HAWAII )  
                          ) SS:  
COUNTY OF HAWAII )

On this 5 day of February, 1991, before me personally appeared Eleanor S. Bollinger 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.



Julie C Lawrence  
Notary Public, Third Judicial Circuit, State of Hawaii  
My commission expires 4-13-97

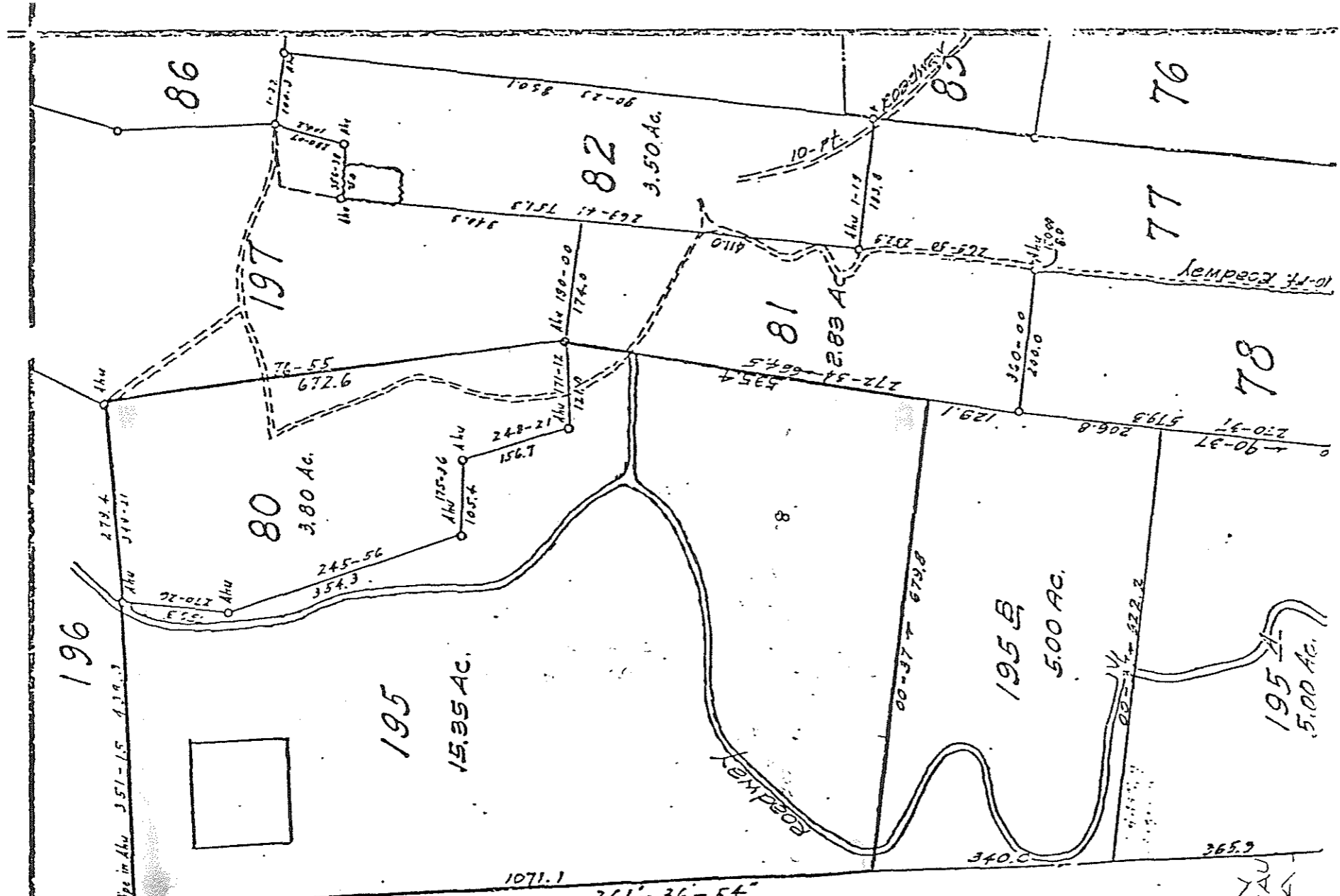
STATE OF HAWAII     )  
                          )    SS:  
COUNTY OF HAWAII    )

On this 14<sup>th</sup> day of February, 1991, before me personally appeared NORMAN K. HAYASHI to me personally known, who, being by me duly sworn, did say that he is the Planning 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 NORMAN K. HAYASHI acknowledged said instrument to be the free act and deed of said Planning Department, County of Hawaii.

L. S.

Wendy D. E. Takehara  
Notary Public, State of Hawaii

My commission expires 7/7/93



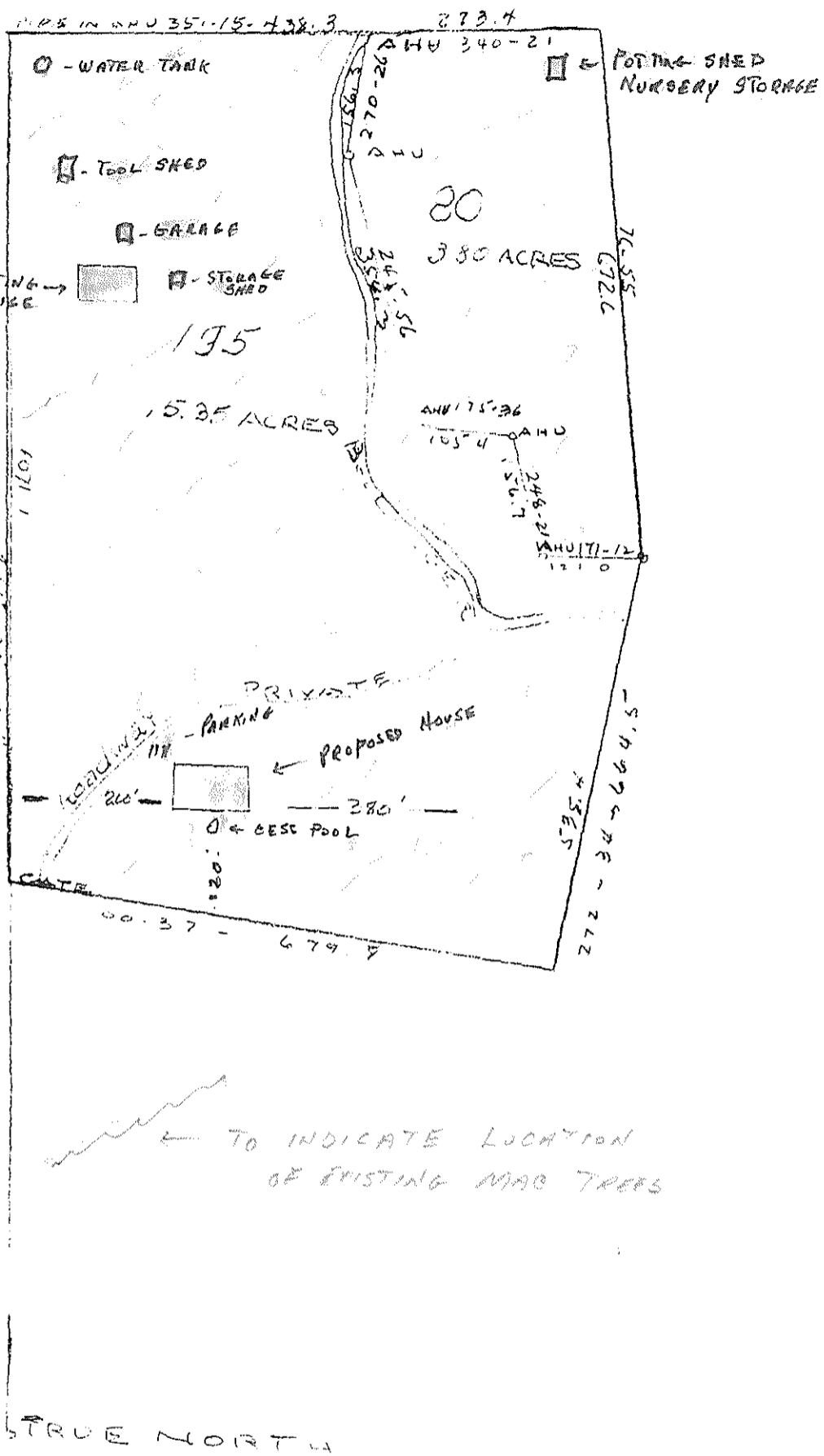
LOT SOLD TO E. H. EDWARDS 1905  
 K E E I 2

PORTION  
 OF SECTION  
 C, HONAUUNAU  
 SOUTH KONA  
 HAWAII

K E E I

2

LOT SOLD TO E. H. EDWARDS 1905



← TO INDICATE LOCATION OF EXISTING MAC TREES

PORTION OF SECTION "C" HONAUANAU SOUTH KONA-HAWAII

TM K. 384-004-018  
LOT 80 AND 195 L.C.A.W. 11216:34  
MAP REF 8-4-4-18 FOR HONAUANAU  
SCALE 1" = 200'