

R-1270

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

AUG 31, 1993 / 11:14 AM

Doc No(s) 93-142851

/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:

Antone DeLuz Jr.
Barbara DeLuz
Duane A. DeLuz
Sheila N. DeLuz

PROPERTY DESCRIPTION:

TMK: 4-3-14:16
Pauuilo Hmstds 2nd Series, Hamakua, Hawaii

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, Antone DeLuz Jr., Barbara DeLuz, Duane A. DeLuz & Sheila,
N. DeLuz

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

P. O. Box 363, Paauilo, Hawaii 96776

_____, 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:

See Attached
TMK: 4-3-14:16
Containing A Land Area of 3.166 Acres
Paauilo Hmstds, 2nd Series, Hamakua, Hawaii

and zoned 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 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 occupying the dwelling as defined in Section 15-15-03, Subchapter 1 of the Hawaii Land Use Commission Rules; 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 _____
July 15, 1994 _____, 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 15-15-25, Subchapter 3 of the Hawaii Land Use Commission Rules 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 23rd day of July, 1993.

x Antone De Luz Jr
ANTONE DE LUZ JR ANTONE DELUZ, JR.
Barbara De Luz
BARBARA DE LUZ BARBARA DELUZ
Duane A. De Luz
DUANE A. DE LUZ DUANE A. DELUZ
Sheila N. De Luz
SHEILA N. DE LUZ SHEILA N. DELUZ "Owner"

COUNTY OF HAWAII, through its Planning Department,

By Viggonia O. [Signature]
Its Planning Director

STATE OF HAWAII)
COUNTY OF HAWAII) SS:

On this 23rd day of July, 1993, before me personally appeared Antone Deluz Jr, Barbara Deluz, Duane A. Deluz and Sheila N. Deluz 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.

Glenn K. N. Hamanaka
Notary Public, Third Judicial Circuit, State of Hawaii
My commission expires 11-20-93

LG

State of Hawaii)
)
County of Hawaii) SS.

On this 26th day of August, 1993, before me personally appeared VIRGINIA GOLDSTEIN, to me known, who, being by me duly sworn, did say that she is the PLANNING DIRECTOR, of the County of Hawaii, a municipal corporation of the State of Hawaii, and that the seal affixed to the foregoing instrument is the seal of said County of Hawaii, and that said instrument was signed and sealed on behalf of said County of Hawaii, and said VIRGINIA GOLDSTEIN acknowledged said instrument to be the free act and deed of said County of Hawaii.

Lorna M. Kadok
Notary Public, 3rd Judicial
Circuit, State of Hawaii

My commission expires: 8-3-94

EXHIBIT "A"

ALL that certain piece or parcel of land situate at Paauilo, District of Hamakua, County and State of Hawaii, the same being Lot 1, and being a portion of Parcel "C", described in Land Patent (Grant) 4434 and 4730 to Henry Louisson, and being a portion of Lots 7 and 8 of Public Lands Map No. 11, and a portion of Hamakua Coffee Plantation Subdivision, Paauilo Homesteads, 2nd Series and Kaumoali, and being a portion of the premises conveyed to the Grantors by Deed dated October 20, 1973 and recorded on May 9, 1974 in the Bureau of Conveyances of the State of Hawaii in Liber 9888 Page 313, and more particularly described as follows:

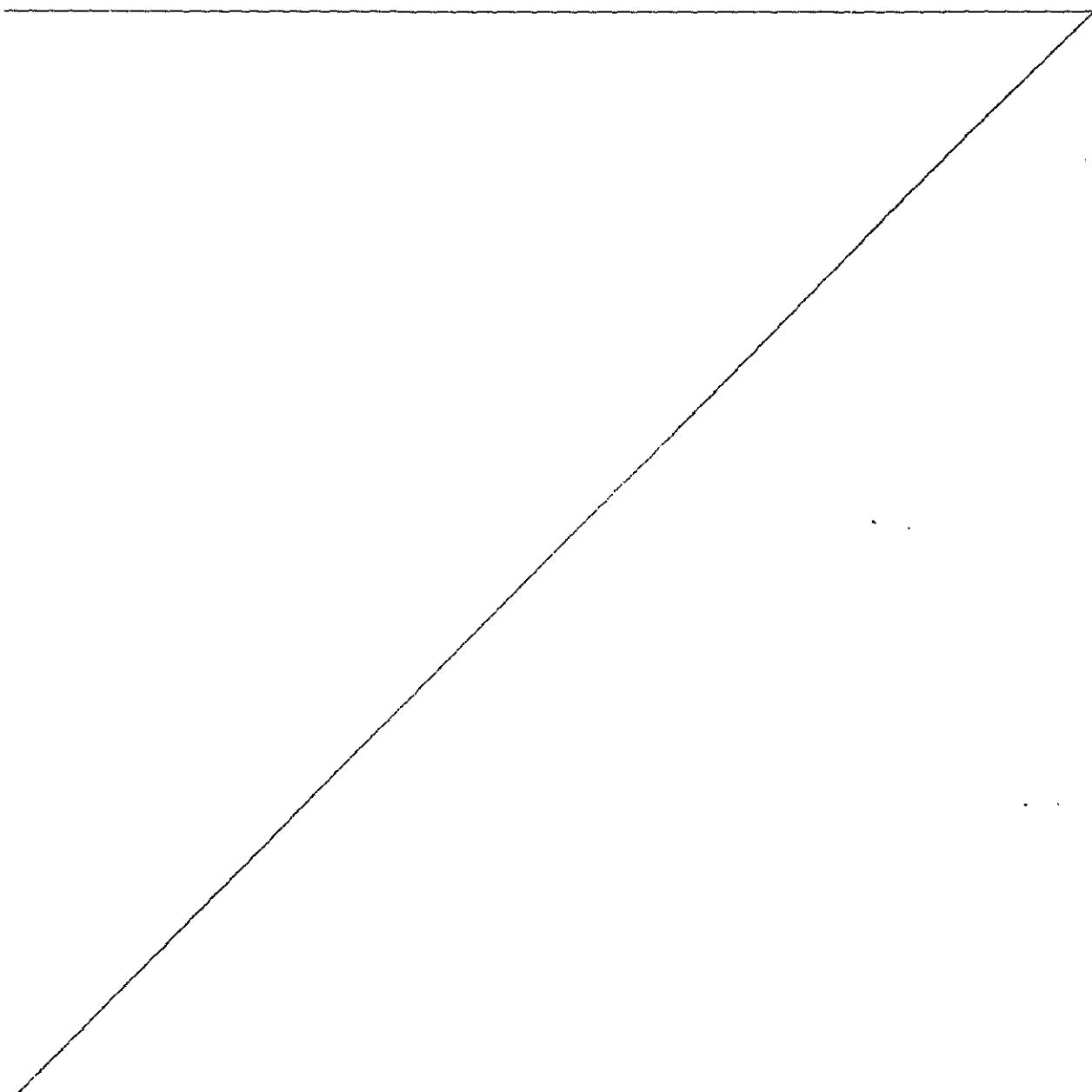
Beginning at the southwest corner of this parcel of land and on the easterly side of Homestead Road, the coordinates of said point of beginning referred to Government Survey Triangulation Station "Kapualei" being 233.20 feet south and 2,779.27 feet west and running by azimuths measured clockwise from true South:

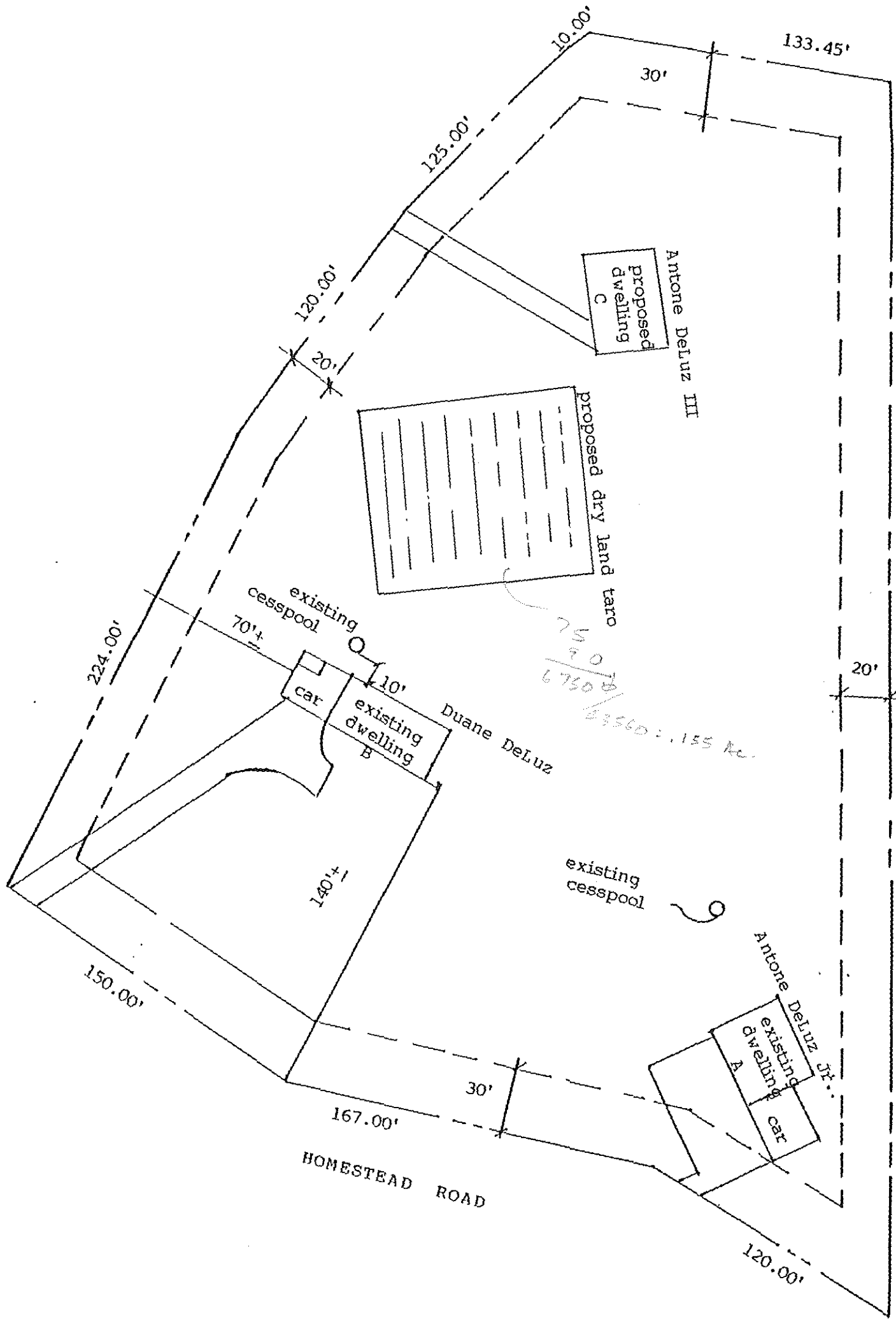
- 1) 190° 35' 120.00 feet along the easterly side of Homestead Road;
- 2) 173° 15' 167.00 feet along the easterly side of Homestead Road;
- 3) 193° 35' 150.00 feet along the easterly side of Homestead Road;
- 4) 279° 57' 224.00 feet along the southerly side of a 16-ft. Roadway;
- 5) 288° 13' 120.00 feet along the southerly side of a 16-ft. Roadway;
- 6) 297° 44' 125.00 feet along the southerly side of a 16-ft. Roadway;
- 7) 284° 48' 10.00 feet along the southerly side of a 16-ft. Roadway;
- 8) 353° 29' 133.45 feet;
- 9) 72° 30' 532.32 feet to the point of beginning and containing an area of 3.166 acres.

SUBJECT, HOWEVER, to the following:

1. Title to all minerals and metallic mines reserved to the State of Hawaii.

2. Mortgage dated October 31, 1984, recorded on November 8, 1984 in the Bureau of Conveyances of the State of Hawaii in Liber 18255 Page 76, made by ANTONE DELUZ, JR. and BARBARA DELUZ, husband and wife, as Mortgagors, to FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF AMERICA, which is organized and existing under the laws of the United States of America, as Mortgagee, to secure the repayment of the sum of \$30,000.00, any additional advances and other amounts secured thereby, all according to the terms of that certain promissory note of said mortgagors therein referred to.





HONESTEAD ROAD

Antone DeLuz III
Proposed Dwelling C

proposed dry land taro

existing cesspool
car
existing dwelling B
Duane DeLuz

Antone DeLuz Jr.
existing dwelling A
car

existing cesspool

$\frac{75 \times 90}{6750} = .155 \text{ ac}$

10.00' 125.00' 133.45'

120.00' 20'

224.00'

150.00'

167.00'

120.00'

20'

532.23'