

R-671

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

FEB 07, 1994 08:47 AM

Doc No(s) 94-021234

/s/ S. FURUKAWA
REGISTRAR OF CONVEYANCES

AFTER RECORDATION, RETURN BY MAIL () PICK UP ()
Planning Department
County of Hawaii
75-5706 Kuakini Highway
Suite 108
Kailua -Kona, Hw 96740

TITLE OF DOCUMENT: Application For Farm Dwelling Agreement

PARTIES TO DOCUMENT: Basalt Partners, Applicant
Bishop Estate, Owner

PROPERTY DESCRIPTION: Tax Map Key 7-8-007-027, also known as
78-7072 Kuakini Highway, Kailua-Kona, Hawaii

RECORDATION REQUESTED BY: Basalt Partners
AFTER RECORDATION, RETURN TO: Basalt Partners

RETURN BY: Mail () Pickup ()

FARM DWELLING AGREEMENT

WHEREAS, Basalt Highlands
(hereinafter "Lessee"), whose residence mailing address is 78-7072
Kuakini Highway, Kailua-Kona, Hw 96740, 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 Lessee and
which is legally described as follows:

Tax Map Key: 7-8-007-027

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

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

WHEREAS, Lessee 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. Lessee 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 Lessee'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, unless otherwise extended pursuant to Lessee'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. Lessee 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 Lessee to abide by this agreement shall result in the immediate removal of the farm dwelling by Lessee at Lessee's expense upon demand by County. Upon Lessee'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 Lessee's heirs, devisees, successors, and assigns.

IT IS HEREBY FURTHER AGREED that if this agreement is with a lessee, the legal owner shall consent 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 _____ day of _____, 19__.

Richard E. Downey General Partner
Boalle Partners

Richard E Downey
"Lessee"

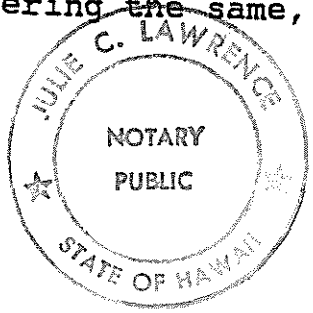
COUNTY OF HAWAII, through its
Planning Department,

By Virginia Goldstein
Its Planning Director

STATE OF HAWAII)
) SS:
COUNTY OF HAWAII)

On this 10 day of September, 1993, before me

personally appeared Richard E Downey
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 4-13-94

RE: Farm Dwelling Agreement
Tax Map Key: 7-8-7: 27

On this 24th day of November 1993, before me appeared Richard E. Downey, to me personally known, who, being by me duly sworn (or affirmed), did say that he is the Managing General Partner of Basalte Partners, a Colorado General Partnership, and that the Partnership has no seal, and that the instrument was signed in behalf of the Partnership by authority of the Partners, and Richard E. Downey acknowledged the instrument to be the free act and deed of the Partnership.

Basalte Partners,
A Colorado General Partnership

By: Richard E. Downey
Richard E. Downey

State Of Colorado, County of Arapahoe

My Commission Expires 10/15/96

Witness my hand and official seal

Theresa A. Jink
Notary Public
3835 S. Santa Fe. Dr.
Englewood, CO 80110

State of Hawaii)
)
County of Hawaii) SS.

On this 3rd day of February, 1994, 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.

Bernie M. Kudoh
Notary Public, 3rd Judicial
Circuit, State of Hawaii
My commission expires: 8-3-94