

R-726

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

FEB 07, 1994 09:41 AM

Doc No(s) 94-021288

/s/ S. FURUKAWA
REGISTRAR OF CONVEYANCES

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

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

TITLE OF DOCUMENT:

Farm Dwelling Agreement

PARTIES TO DOCUMENT:

Clarence Werner

PROPERTY DESCRIPTION:

TMK: 7-5-016: 060, Lot 10-A-1
Por. Puapuaanui-Waiaha 1st
North Kona, 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, Clarence Werner,
(hereinafter "Owner"), whose residence mailing address is
P.O. Box 298, Holualoa, Hawaii 96725
, 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: 7-5-016: 060, Lot 10-A-1
Por. Puapuaanui-Waiaha 1st
North Kona, Hawaii

and zoned Agricultural (A-1a)
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, is 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 such agricultural use ceases, 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 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 _____ day of _____, 19____.

Clarence Werner
Clarence Werner

COUNTY OF HAWAII, through its Planning Department,

By Virginia Gordon
Its Planning Director

STATE OF HAWAII)
)
COUNTY OF HAWAII) SS:

On this 12th day of January, 1994, before me personally appeared Clarence Werner to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledge that he/she/they executed the same, by signing, and delivering the same, as his/her/their free act and deed.

M. Kanealua
Notary Public, Third Judicial Circuit, State of Hawaii
My commission expires 2/1/94

State of Hawaii)
) SS.
County of Hawaii)

On this 2nd 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.

Sennu M. Kadota

Notary Public, 3rd Judicial
Circuit, State of Hawaii

My commission expires: 8-3-94