

R-765

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

MAY 26, 1994 10:30 AM

Doc No(s) 94-089217

/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: Tanilau F. Dias, Trustee
Emily R. Dias, Trustee

PROPERTY DESCRIPTION: Lot 14, 6.20 acres, Keauhou 1 and Kahaluu, North
Kona, Hawaii.
TMK: 7-8-16:26

RECORDATION REQUESTED BY:

AFTER RECORDATION, RETURN TO:

RETURN BY: Mail () Pickup ()

FARM DWELLING AGREEMENT

WHEREAS, Tanilau F. Dias, Trustee, and Emily R. Dias, Trustee,
(hereinafter "Lessee"), whose residence mailing address is P.O. Box 1017,
Kealakekua, Hawaii 96750

_____, 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:

Lot 14, 6.20 acres, Keauhou I and Kahaluu, North Kona, Hawaii.

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____.

Tanilau F. Dias
Tanilau F. Dias, Trustee

Emily R. Dias
Emily R. Dias, Trustee Lessee

COUNTY OF HAWAII, through its Planning Department,

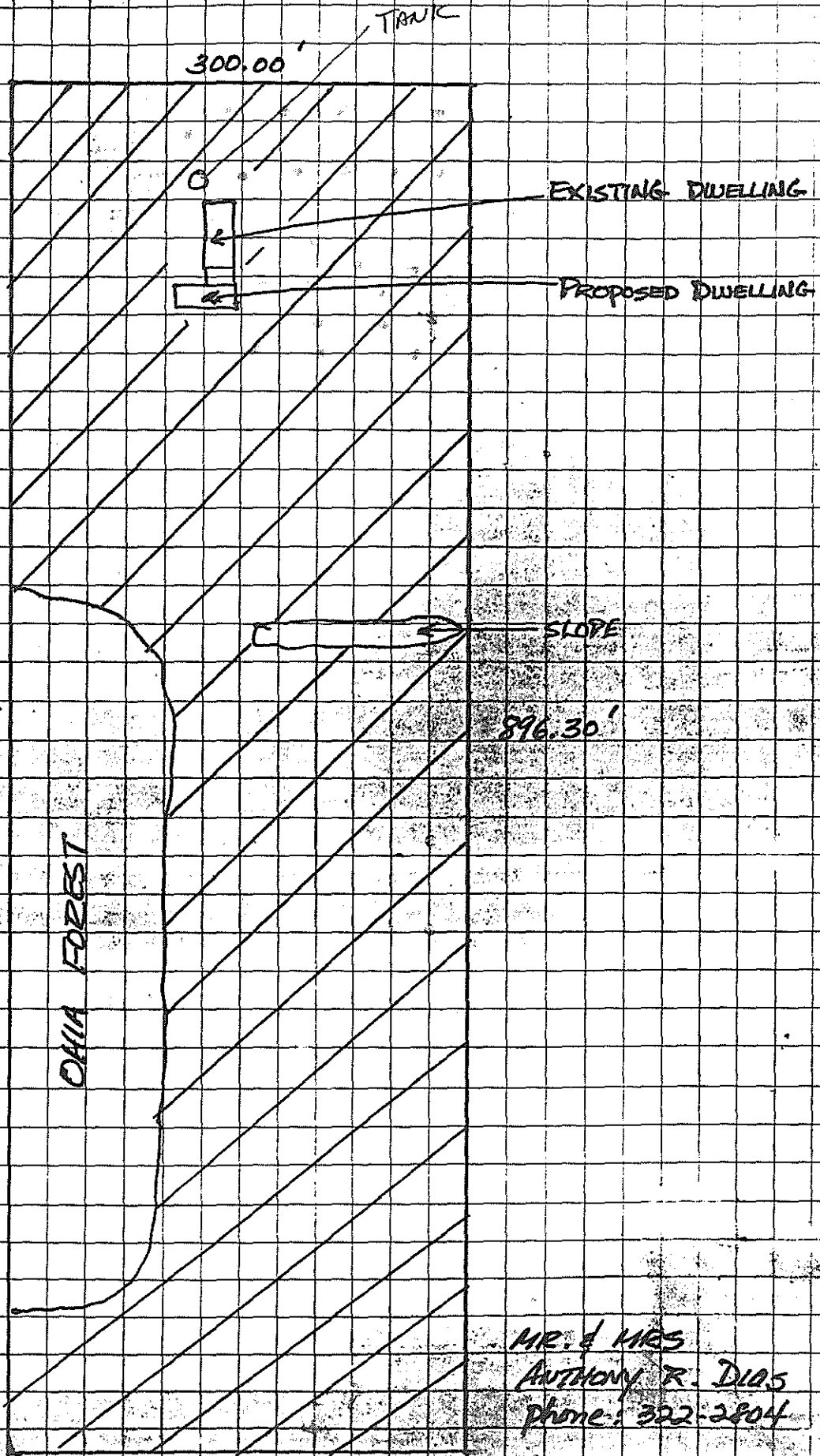
BY Virginia Johnson
Its Planning Director

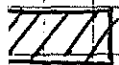
STATE OF HAWAII)
) SS
COUNTY OF HAWAII)

On this 19th day of April, 19 94, before me personally appeared Tanilau F. Dias and Emily R. Dias 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.

Kevin J. Anderson
Notary Public, Third Judicial Circuit, State of Hawaii
My commission expires 1-26-97

SITE PLAN SHOWING AREAS OF ACTIVE AGRICULTURE ACTIVITY (MACADAMIA NUT ORCHARD)



 - Denotes active
MACADAMIA NUT
ORCHARD

MR. & MRS
ANTHONY R. DIOS
Phone: 322-2804