



WHEREAS, that certain parcel of land is classified “Agricultural” by the State Land Use Commission and is zoned “Agriculture” by the County of Kaua’i; and

WHEREAS, Chapter 205, Hawai’i Revised Statutes, and the State Land Use District Regulations only permit “farm dwellings” within the State Agricultural Land Use District unless otherwise relieved from the restriction by a special permit obtained pursuant to Chapter 205, Section 6, Hawai’i Revised Statutes; and

WHEREAS, a “farm dwelling” is defined by Chapter 205, Hawai’i Revised Statutes, and the State Land Use District Regulations as “a single-family dwelling located on and used in connection with a farm where agricultural activity provides income to the family occupying the dwelling”; and

WHEREAS, a “family” as used in the definition of a “farm dwelling” is defined by the State Land Use District Regulations as “an individual or two or more persons related by blood, marriage or adoption or a group comprising not more than five persons, not related by blood, marriage or by adoption”; and

WHEREAS, the APPLICANT(S) acknowledge that a violation of Chapter 205, Hawai’i Revised Statutes, and the State Land Use Agricultural District restriction is subject to a citation and fine of not more than \$5,000.00 pursuant to Chapter 205, Section 13, Hawai’i Revised Statutes, as amended; and

WHEREAS, the APPLICANT(S) also acknowledge that failure to abide by this agreement may result in the removal of the prohibited structure at the owner’s expense; and

WHEREAS, the DEPARTMENT is charged with the enforcement of the restriction by Chapter 205, Hawai’i Revised Statutes;

NOW THEREFORE, for and in consideration of the terms, covenants and conditions hereafter contained, the parties hereby mutually agree as follows:

1. That the dwelling permitted to be constructed on the parcel of land described in Exhibit “A” classified Agricultural by the State Land Use Commission shall be a “farm dwelling” as defined by Chapter 205, Hawai’i Revised Statutes, and the State Land Use District Regulations, as recited herein; and

2. That the dwelling shall only be occupied by a “family”, as defined by the State Land Use District Regulations and as recited herein, who derive income from the agricultural activity on the parcel; and

3. That the APPLICANT(S) and all present and future owners, lessees and occupants of said land grant the DEPARTMENT the right of entry at the request of the DEPARTMENT to inspect the premises to assure compliance with the provisions of this agreement; and

4. That this agreement shall be a covenant running with the portion of land described in Exhibit "A", and be binding on the APPLICANT(S), and all present and future owners, lessees and occupants of said land and anyone claiming under said APPLICANT(S), their heirs, executors, administrators, successors and assigns, as owners or occupants thereof or otherwise; and

5. That this agreement shall remain in effect so long as the land retains its Agricultural District classification under the State Land Use Commission and the pertinent restrictive provisions of Chapter 205, Hawai'i Revised Statutes, and the State Land Use District Regulations remain in effect; and

6. That the APPLICANT(S) expressly agree(s) to expressly set forth the provisions of this agreement in any subsequent conveyance, deed, lease or rental agreement to said property executed by them, so as to give effect to said covenant; and

7. That this agreement shall be recorded with the State of Hawai'i Bureau of Conveyances, fees to be paid by the APPLICANT(S); and

8. The APPLICANT(S), for itself and its successors and assigns, does hereby waive and release the DEPARTMENT and the County of Kaua'i, a political subdivision of the State of Hawai'i, whose principal place of business is 4444 Rice Street, Suite 473, Līhu'e, Kaua'i, Hawai'i 96766, from all claims and causes of action, either legal or equitable, which may hereafter accrue by reason of the DEPARTMENT'S execution of this Farm Dwelling Agreement; and

9. The APPLICANT(S) does hereby promise to indemnify and hold the DEPARTMENT and the County of Kaua'i, its successors, assigns, offices, employees, agents, attorneys or any other person or legal entity connected with or legally responsible to them, harmless from any and all claims, actions, causes of action, lawsuits, demands or liability for damages of whatever kind and nature, arising out of the DEPARTMENT'S execution of this Farm Dwelling Agreement.

*[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the \_\_\_\_\_ day of \_\_\_\_\_.

APPROVED:

Applicant(s)

\_\_\_\_\_  
Director of Planning  
County of Kaua'i  
Planning Department

\_\_\_\_\_

APPROVED AS TO FORM  
AND LEGALITY:

\_\_\_\_\_

\_\_\_\_\_  
County Attorney

\_\_\_\_\_

STATE OF HAWAI'I        )  
                                      ) ss.  
COUNTY OF KAUA'I     )

On this day of \_\_\_\_\_, before me  
personally appeared \_\_\_\_\_  
\_\_\_\_\_, to  
me known to be the person described in and who executed the foregoing instrument,  
and acknowledge that \_\_\_\_\_ executed the same as \_\_\_\_\_ free  
act and deed.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public, State of Hawai'i

My commission expires: \_\_\_\_\_

STATE OF HAWAI'I        )  
                                      ) ss.  
COUNTY OF KAUA'I        )

On this day of \_\_\_\_\_, before me  
appeared \_\_\_\_\_, to me personally  
known, who being by me duly sworn, did say that he is the \_\_\_\_\_  
\_\_\_\_\_ of the PLANNING DEPARTMENT of  
the COUNTY OF KAUA'I; and that said instrument was executed on behalf of said  
PLANNING DEPARTMENT; and that said \_\_\_\_\_  
acknowledged that he executed the same as his free act and deed of the PLANNING  
DEPARTMENT of the COUNTY OF KAUA'I. Said Department has no seal.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public, State of Hawai'i

My commission expires: \_\_\_\_\_