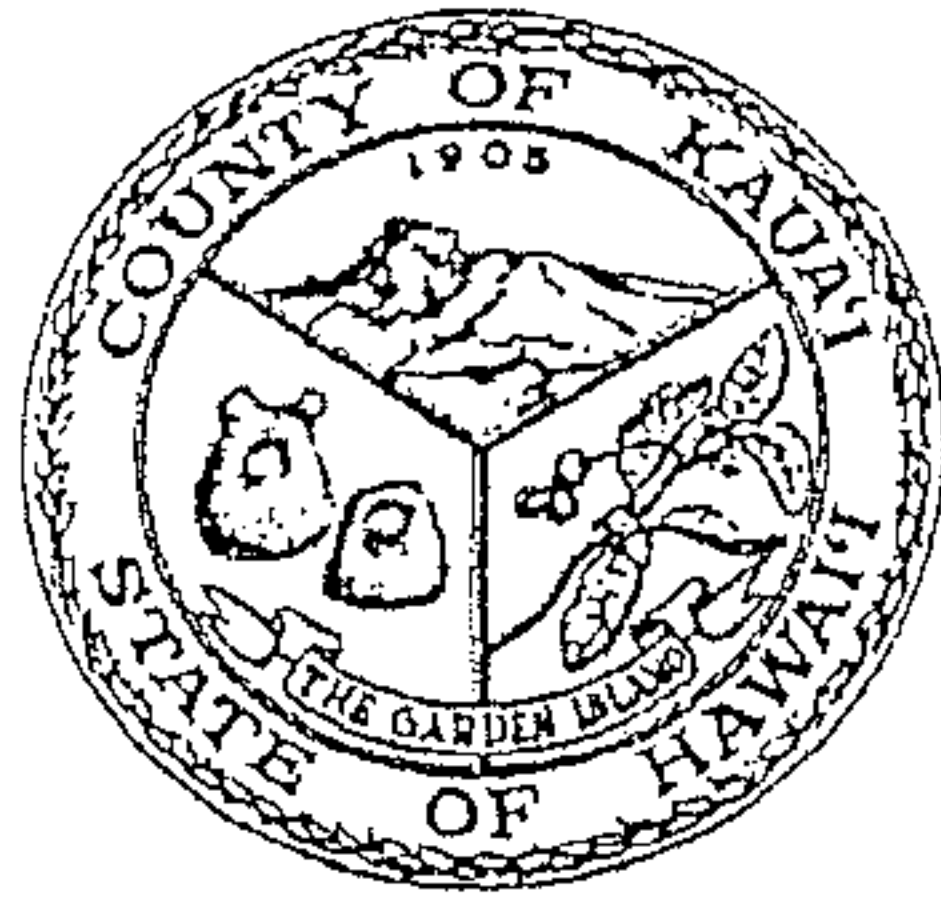


Bernard P. Carvalho, Jr.
Mayor



Michael A. Dahilig
Director of Planning

Gary K. Heu
Managing Director

Dee M. Crowell
Deputy Director of Planning

PLANNING DEPARTMENT
County of Kaua'i, State of Hawai'i
4444 Rice Street
Kapule Building, Suite A-473
Lihu'e, Hawai'i 96766-1326
TEL (808) 241-4050 FAX (808) 241-6699

**INSTRUCTIONS FOR COMPLETING
FARM DWELLING AGREEMENTS**

PLEASE NOTE: It is very important that you follow these instructions to avoid unnecessary delays.

1. Please READ the entire Agreement and these instructions carefully.
2. All information on blank lines must be typewritten.
3. All individual names in instruments presented for recordation shall be typewritten or stamped **BENEATH** all signatures. No discrepancy in any name shall exist between the printed name, as it appears in the **BODY** of the instrument and **NOTARY'S** certificate of acknowledgement. All signatures must be **NOTARIZED**.
4. Each page must be 8-1/2 x 11" in size. Make a total of three (3) sets of the Agreement.
5. If the instrument contains more than one page, it shall be stapled once in the upper left corner and shall not have a cover or backer attached.
6. The Registrar shall not record any instrument that will not reproduce legibly, under photographic or electrostatic methods.
7. EXHIBIT "A", as noted on the first page of the Agreement, shall be the legal description of the property of the property (metes and bounds), which can be found with the deed of your property. A subdivision map will **NOT** be acceptable. Attach one copy with each set of the Farm Dwelling Agreement.
8. Should there be several interests (owners) to the property or a power of attorney agreement, a written statement which authorizes the applicant to process the necessary permits and to obtain a Farm Dwelling Agreement must also be signed, notarized, and attached to each agreement and be identified as EXHIBIT "B".

9. Documents must include original signatures and be single-sided sheets of written text. No paper or materials can be secured or attached to a page in any manner that may conceal any written text.
10. Submit 3 sets of completed Farm Dwelling Agreements to the Planning Department to obtain signatures of the Planning Director and County Attorney. The Applicant will be contacted by phone or mail to pick up completed documents. Applicant will be responsible for submitting the documents and recordation fees to the Bureau of Conveyances at the address below:

State of Hawaii
Department of Land and Natural Resources
Bureau of Conveyances
P. O. Box 2867
Honolulu, HI 96803

Phone: (808)541-0147

11. The Applicant is responsible to submit a recorded copy of the agreement to the Planning Department to show proof of recordation. The Planning Department will process Zoning Permits upon receipt of the recorded copy of the agreement.

8/2007

LAND COURT SYSTEM

REGULAR SYSTEM

Return by Mail (X) Pickup () To:

County of Kauai
Planning Department
4444 Rice Street, Suite 473
Lihue, Kauai, Hawaii 96766

FARM DWELLING AGREEMENT

THIS AGREEMENT made and entered into by and between

_____ /
whose mailing address is _____ /

_____ /
hereinafter called the "APPLICANT(S)", and the COUNTY OF KAUAI
PLANNING DEPARTMENT, whose business and mailing address is 4444
Rice Street, Suite 473, Lihue, Hawaii 96766, hereinafter called the
"DEPARTMENT",

W I T N E S S E T H

WHEREAS, the APPLICANT(S) warrant and represent that they are
the _____ of

that certain parcel of land, Tax Map Key No. _____,
more particularly described in Exhibit "A" attached hereto and made
a part hereof; and

WHEREAS, this document pertains only to _____
as shown in Exhibit "B" and made a part hereof; and

WHEREAS, that certain parcel of land is classified Agriculture
by the State Land Use Commission and is zoned Agriculture by the
County of Kauai; and

WHEREAS, Chapter 205, Hawaii Revised Statutes, and the State
Land Use District Regulations only permit "farm dwellings" within
the State Agriculture Land Use District unless otherwise relieved
from the restriction by a special permit obtained pursuant to
Chapter 205, Section 6, Hawaii Revised Statutes; and

WHEREAS, a "farm dwelling" is defined by Chapter 205, Hawaii
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, the parcel identified by Tax Map Key No.
_____ is entitled to _____ residential units
and one guest house; and

WHEREAS, this agreement is evidenced that _____
is entitled to one of those residence units; 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, Hawaii Revised Statutes, and the State Land Use
Agriculture District restriction is subject to a citation and fine
of not more than \$5,000 pursuant to Chapter 205, Section 13, Hawaii
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, Hawaii Revised Statutes;

WHEREAS, the APPLICANT(S) wish to construct a dwelling unit on
that certain parcel of land described in Exhibit "A"; and

WHEREAS, the APPLICANT(S) wish to execute this Farm Dwelling
Agreement without first obtaining the signatures of all interest
holders in the CPR;

NOW THEREFORE, for and in consideration of the terms, covenants and conditions hereinafter 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 Agriculture by the State Land Use Commission shall be a "farm dwelling" as defined by Chapter 205, Hawaii 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 land 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 Agriculture District classification under the State Land Use Commission and the pertinent restrictive provisions of Chapter 205, Hawaii Revised Statutes, and the State Land Use District Regulations remain in effect; and

6. That the APPLICANT(S) 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 Hawaii Bureau of Conveyances, fees to be paid by the APPLICANT(S).

8. The DEPARTMENT and APPLICANT(S) shall execute the Farm Dwelling Agreement; and

9. The APPLICANT(S), for themselves (himself/herself), their (his/her) heirs, administrators, successors and assigns, do hereby waive and release the DEPARTMENT and the County of Kauai, a political subdivision of the State of Hawaii, whose principle place of business is 4444 Rice Street, Suite 473, Lihue, Hawaii, 96766, from all claims and causes of action, either legal or equitable, which may hereafter accrue by reason of the DEPARTMENT'S execution of said Farm Dwelling Agreement; and

10. The APPLICANT(S) do(es) hereby promise to indemnify and hold the DEPARTMENT and the County of Kauai, 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 said Farm Dwelling Agreement; and

11. This agreement shall be a covenant running with the portion of land described in Exhibit "A", and shall be binding on APPLICANT(S) and all present and future owners and occupants of said portion of land and any one claiming under APPLICANT(S), their successors, and assigns, as owners or occupants thereof. The APPLICANT(S) further agree(s) to expressly set forth the provisions of this waiver and indemnity agreement in any subsequent conveyance, deed, lease, or rental agreement so as to give effect to said covenant.

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

APPROVED:

Applicant(s)

Planning Director
County of Kauai
Planning Department

APPROVED AS TO FORM
AND LEGALITY:

County Attorney

STATE OF HAWAII)
) ss.
COUNTY OF KAUAI)

On this day of _____, before me
appeared _____ to me personally known,
who being by me duly sworn, did say that he is _____
_____ of the PLANNING
DEPARTMENT of the COUNTY OF KAUAI; 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 KAUAI. Said Department has no seal.

Notary Public, State of Hawaii

My commission expires: _____