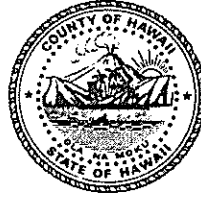


Stephen K. Yamashiro  
Mayor



Virginia Goldstein  
Director

Russell Kokubun  
Deputy Director

## County of Hawaii

### PLANNING DEPARTMENT

25 Aupuni Street, Room 109 • Hilo, Hawaii 96720-4252  
(808) 961-8288 • Fax (808) 961-8742

May 15, 1998

Mr. Victor Messier  
2330 Jasmine Street  
Honolulu, HI 96816

Dear Mr. Messier:

**Additional Farm Dwelling Agreement**

Applicant: Victor Messier

Land Owner: Victor Messier

Tax Map Key: 5-4-4:12

Pursuant to authority conferred to the Planning Director in Ordinance 96-160, Chapter 25, Article 5, Division 7, Section 25-5-77 of the Zoning Code and Planning Department Rule 13, Farm Dwellings, we have reviewed your request for an additional farm dwelling on the subject property. Your submittal included the following information:

- (a) A notarized affidavit that the additional dwelling shall be used for farm-related purposes in the form of the proposed Farm Dwelling Agreement.
- (b) Name and address of the landowner or lessee, if the latter has a lease on the building site with a term exceeding one year from the date of the farm dwelling agreement.
- (c) Written authorization of the landowner.
- (d) A farm plan of the applicant's continual agricultural productivity or farming operation within the County. The plan shows how the farm dwelling will be utilized for engagement in agricultural productivity or farming operation.

MAY 19 1998  
Resp to 3134  
MS

Findings:

1. In Chapter 205, Hawaii Revised Statutes, the State Land Use Law does not authorize residential dwellings as a permitted use in the State Land Use Agricultural district unless the dwelling is related to an agricultural activity or is a farm dwelling. A **farm dwelling** as defined in Section 205-4.5, Chapter 205, HRS, means a **single family dwelling located on and used in connection with a farm,** including clusters of single family farm dwellings permitted within agricultural parks developed by the State, **or where agricultural activity provides income to the family occupying the dwelling.** (emphasis added)
2. The Farm Plan and the agreement to use the dwelling for agricultural or farm-related activity on the building site demonstrate that there will be agricultural activity and that income will be taxed.
3. In addition, the following agencies have submitted their comments as stated below:

- a. The Department of Water Supply (Memorandum dated May 11, 1998):

"We have reviewed the subject application and have the following comments.

For your information, an existing 5/8-inch meter services the property, which is adequate for only one dwelling at 600 gallons per day. Inasmuch as this application is proposing an additional detached dwelling, the installation of a separate 5/8-inch meter by the applicant is required in accordance with Department regulations.

Therefore, the Department has no objection to the application, subject to the applicant being responsible for the installation of a second service by applying at our Customer Service Section along with the remittance of the following charges:

1.	Facilities	\$3,375.00
2.	Service Lateral Installation Charge	<u>1,200.00</u>
	Total	\$4,575.00

Mr. Victor Messier  
Page 3  
May 15, 1998

Should there be any questions, the applicant can contact the Water Resources and Planning Branch at 961-8660."

b. Real Property Tax Office (Memorandum dated April 24, 1998):

"Comments from the Appraisal Section: There is no rollback tax as it was paid at the time of the approval of the subdivision for Mr. Messier.

Comments from the collection section: Status of real property taxes: Current. Real Property taxes are paid through June 30, 1998."

c. Department of Health (Memorandum dated April 24, 1998):

"The Health Department found no environmental health concerns with regulatory implications in the submittals."

Decision:

In view of the above, your request to construct an additional farm dwelling is approved subject to the following conditions:

1. We recommend that you contact the Department of Water Supply and address their stated concerns. We would appreciate a copy of your response to the Department of Water Supply which outlines an agreeable resolution.
2. The additional farm dwelling shall be used to provide shelter to only person(s) involved in the agricultural or farm-related activity on the building site.
3. The agreement shall run with the land and apply to all persons who may now or in the future use or occupy the additional farm dwelling.

The Planning Director has completed the appropriate portions of the Additional Farm Dwelling Agreement. You must record this approved Additional Farm Dwelling Agreement with the State Bureau of Conveyances and/or Land Court within thirty days of receipt of this approval. In sending this document out for recordation, please note the following:

1. The original and one copy of the document must be submitted for recordation.
2. A check in the amount of \$25.00 to cover the recordation fee should be made

Mr. Victor Messier  
Page 4  
May 15, 1998

out to the State of Hawaii, Bureau of Conveyances and attached to the Agreement. Their address is as follows:

State of Hawaii  
Bureau of Conveyances  
P.O. Box 2867  
Honolulu, HI 96803

3. Also required is a self-addressed stamped envelope to have the recorded document returned to you.

You must submit a copy of the recorded Additional Farm Dwelling Agreement to the Planning Director prior to approval of the building permit for the farm dwelling.

Should you have questions or require further information, please feel free to contact Esther Imamura at 961-8288.

Sincerely,

  
VIRGINIA GOLDSTEIN  
Planning Director

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Enclosure

R-596

STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDED

JUN 04, 1998 12:30 PM

Doc No(x) 88-080677

/s/ CARL T. WATANABE  
ACTING  
REGISTER OF CONVEYANCES

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

Victor Messier  
2330 Jasmine Street  
Honolulu, Hawaii 96816

TITLE OF DOCUMENT:

Additional Farm Dwelling Agreement

PARTIES TO DOCUMENT:

Victor Messier

PROPERTY DESCRIPTION:

TMK: 5-4-4:12

**ADDITIONAL FARM DWELLING AGREEMENT**

THIS AGREEMENT made and executed this 3<sup>rd</sup> day of April, 1998.  
by and between Victor Messier herein called the  
"First Party," whose mailing address is 2330 Jasmine St.  
Honolulu, HI 96816  
and the COUNTY OF HAWAII, herein called the "Second Party."

IT IS HEREBY AGREED that the First Party may construct an additional farm dwelling  
located on the property described by Tax Map Key 5 4 009 012 008  
situated within the State Land Use Agricultural district  
and zoned Ag-2a by the Second Party.

IT IS HEREBY ACKNOWLEDGED that the First Party is the legal owner  
(legal owner/lessee)  
of the property above described.

IT IS HEREBY FURTHER AGREED that this approval to construct an additional farm  
dwelling is given subject to the following conditions:

1. The additional farm dwelling shall be used to provide shelter to only person(s)  
involved in the agricultural or farm-related activity on the building etc.
2. The agreement shall run with the land and apply to all persons who may now or in  
the future use or occupy the additional farm dwelling.
3. The landowner or lessee shall record the approved Additional Farm Dwelling  
Agreement with the State of Hawaii, Bureau of Conveyances and/or with the

Land Court System within thirty days from the date of receipt of approval. A copy of the recorded Additional Farm Dwelling Agreement shall be submitted to the Planning Director of the County of Hawaii prior to approval of the building permit.

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 and rules and regulations change to authorize said farm dwelling, upon request of the First Party, this Agreement may be reconsidered for possible amendment and/or severance.

IT IS HEREBY FURTHER AGREED that if the property is situated within the State Land Use Agricultural district, the Second Party may impose a fine of not more than \$5,000 for violation of Section 205-4.5, Hawaii Revised Statutes. If the violation is not corrected within six months of such citation and the violation continues, a citation for a new and separate violation may be imposed. There shall be a fine of not more than \$5,000 for any additional violation. The Second Party may also impose fines for any violation of Chapter 25, Hawaii County Code, as amended, in accordance with the procedures and fine schedule outlined in Division 3, Article 2, of said code.

IN CONSIDERATION OF THE AFORESAID, the Second Party hereby approves this Agreement as being in conformity with Sections 205-2 and 205-4.5 of the Hawaii Revised Statutes, relative to permitted uses within the State Land Use Agricultural district. This Agreement is also in conformance with Chapter 25, Hawaii County Code, as amended.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

FIRST PARTY

  
(Legal Owner) Victor Messier

\_\_\_\_\_  
(Lessee)


SECOND PARTY

  
Planning Director  
County of Hawaii Planning Department



STATE OF HAWAII )  
 ) SS.  
COUNTY OF HAWAII )

On this 19<sup>th</sup> day of May, 1998, before me personally appeared Virginia Feldstein to me personally known, who, being by me duly sworn, did say that he/she is the Planning Director of the County of Hawaii; and that the Planning Department of the County of Hawaii has no corporate seal; and that the instrument was signed on behalf of the Planning Department of the County of Hawaii, a government agency, and said Virginia Feldstein acknowledged the instrument to be the free act and deed of said Planning Department, County of Hawaii.

  
Notary Public, State of Hawaii  
My commission expires July 17, 1998

STATE OF HAWAII )  
 ) SS:  
COUNTY OF HAWAII )

On this 3rd day of April, 19 98, before me personally  
appeared Victor Messier to me known to be the person  
described in and who executed the foregoing instrument, and acknowledged that he/she executed  
the same as his/her free act and deed.

L.S.

*Jennifer P. Bondrowski*  
Notary Public, State of Hawaii

My commission expires: Apr. 10, 2001