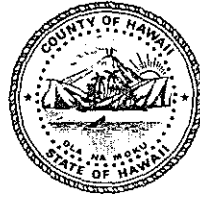


Stephen K. Yamashiro  
Mayor



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

August 17, 2000

Mr. Norman Kakanui  
Ms. Laverne Kakanui  
P.O. Box 5843  
Hilo, HI 96720

Dear Mr. Kakanui and Ms. Kakanui:

**Additional Farm Dwelling Agreement**  
**Applicant: Norman and Laverne Kakanui**  
**Land Owner: Norman and Laverne Kakanui**  
**Tax Map Key: 2-4-032:014**

Pursuant to authority conferred to the Planning Director by 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:

1. A notarized affidavit that the additional dwelling shall be used for farm-related purposes in the form of the proposed Additional Farm Dwelling Agreement.
2. 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.
3. Written authorization of the landowner if the lessee files the request.
4. A farm plan or evidence of the applicant's continual agricultural productivity or farming operation within the County, including an explanation of why this additional farm dwelling is needed in connection with the agricultural productivity or farming operation.

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Mr. Norman Kanakanui  
Ms. Laverne Kanakanui  
Page 2  
August 17, 2000

5. In support, evidence of a State of Hawaii Basic Business Application has also been presented.

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, State of Hawaii Basic Business Application (UI Registration Number 30120347), and the agreement to use the dwelling for agricultural or farm-related activity on the building site demonstrate that there is agricultural activity and that income will be taxed.
3. In addition, the following agencies have submitted their comments as stated below:
  - (a) Department of Water Supply (Memorandum dated August 1, 2000):

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

For your information, an existing 5/8-inch meter services this property and is adequate for only one dwelling at 600 gallons per day. This application is proposing an additional detached dwelling, so the installation of a separate 5/8-inch meter by the applicant is required in accordance with Department regulations. Water is available from the 6-inch waterline in Alaloa Drive, which fronts the subject parcel.

Therefore, the Department has no objections to the proposed application subject to the applicant understanding and accepting the following conditions:

1. Installation, by the Department of Water Supply, of a second 1-inch service lateral to service a 5/8-inch meter, which shall be restricted to a maximum daily flow of 600 gallons as the existing service is.

Mr. Norman Kanakanui  
Ms. Laverne Kanakanui  
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2. Installation of a backflow preventer (reduced pressure type) by a licensed contractor on the applicant's property just after the meter. The installation and assembly of the backflow preventer must be inspected and approved by the Department before the water meter can be installed. The backflow preventer shall be operated and maintained by the customer. A copy of our backflow preventer handout is being forwarded to the applicant to help them understand this requirement.
3. Remittance of the following charges, which are subject to change, to our Customer Service Section:
  - a. Facilities Charge (One 2<sup>nd</sup> service at \$3,375.00 each)      \$3,375.00
  - b. Service Lateral Installation Charge  
(Install one meter on Alaloa Road, a County road)      +1,200.00

Total (Subject to Change)      \$4,575.00

Should there be any questions, please contact our Water Resources and Planning Branch at 961-8665.

(b) Real Property Tax Office (Memorandum dated July 6, 2000):

This property is currently assessed at market value under the homeowner's class. Should this additional farm dwelling agreement be approved, the homeowner's class may be denied.

Real Property taxes are paid through June 30, 2000.

(c) Department of Health (Memorandum dated June 30, 2000):

The subject lot is located in a Critical Wastewater Disposal Area. Under the current rules, a lot size of one (1) acre or more is required for the use of a cesspool to serve 1,000 gallons per day or 5 bedrooms. Only one (1) cesspool would be allowed on the lot. A septic tank system would be needed if a second disposal system is needed on this lot.

Mr. Norman Kanakanui  
Ms. Laverne Kanakanui  
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August 17, 2000

Decision:

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

1. The second farm dwelling shall only be used to provide shelter for persons involved in the agricultural or farm-related activity on the building site.
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. All other applicable rules, regulations, and requirements of the Planning Department (including but not limited to the Zoning Code, Chapter 25, Department of Public Works, Department of Water Supply, Fire Department and State Department of Health and other reviewing agencies/divisions listed on the Building Permit Application.
4. For your information, the site plan submitted with your Additional Farm Dwelling Agreement Application does not show the current yard/setback area dimensions for your parcel. Your parcel is a flag lot. All yard/setback dimensions (excluding the pole section of the lot) are 20' for your parcel. A portion of the proposed dwelling shown on your site plan appears to be only 15' from the East property line.
5. Also for your information, the Zoning Code defines a "piggery" as any parcel or premises where five or more weaned hogs are maintained. Section 25-5-72 (a) (16) includes "Livestock production, provided that piggeries, apiaries, and pen feeding of livestock shall only be located on sites approved by the state department of health and the director, and must be located no closer than one thousand feet away from any major public street or from any other zoning district" among the permitted uses in the A district.

The Planning Director has completed the appropriate portions of the enclosed 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.

Mr. Norman Kanakanui  
Ms. Laverne Kanakanui  
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2. A check in the amount of \$25.00 to cover the recordation fee should be made 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 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 Larry Brown of my staff at 961-8288.

Sincerely,

  
VIRGINIA GOLDSTEIN  
Planning Director

LMB:pak  
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Enclosure

xc: Mr. Milton Pavao, DWS  
Mr. Kalani Schutte, Finance Department

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

Norman & Laverne Kanakanui  
P.O. Box 5843  
Hilo, HI 96720

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TITLE OF DOCUMENT:

Additional Farm Dwelling Agreement

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PARTIES TO DOCUMENT:

Norman & Laverne Kanakahui  
County of Hawaii

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PROPERTY DESCRIPTION:

TMK: 2-4-032:014

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ADDITIONAL FARM DWELLING AGREEMENT

THIS AGREEMENT made and executed this 8 day of JUNE, 2000  
by and between NORMAN AND LAVERNE KANAKAWI herein called the  
"First Party," whose mailing address is P.O. Box 5843  
HILO, HI 96720  
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 2-4-32-14-C  
situated within the State Land Use AGRICULTURAL district  
and zoned AGRICULTURAL (A-3a) by the Second Party.

IT IS HEREBY ACKNOWLEDGED that the First Party is the NORMAN & LAVERNE KANAKAWI  
(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 site.
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 imposed 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

Norman Kanokanui  
(Legal Owner)  
NORMAN KANOKANUI

LAVENT KANOKANUI  
(Lessee) Legal Owner  
LAVENT KANOKANUI

SECOND PARTY

Virginia Gudske  
Planning Director  
County of Hawaii Planning Department

STATE OF HAWAII        )  
                                  ) SS.  
COUNTY OF HAWAII    )

On this 8 day of June, 2000 before me personally  
appeared Norman and Laverne Kanakani, to me known to be the person  
described in and who executed the foregoing instrument, and acknowledged that ~~he/she~~ They <sup>B.N.P.</sup>  
executed the same as <sup>their & UP</sup> his/her free act and deed.

*Tura E. Tavares* TURA E. TAVARES  
Notary Public, State of Hawaii

My commission expires: 7-3-03

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✓

STATE OF HAWAII

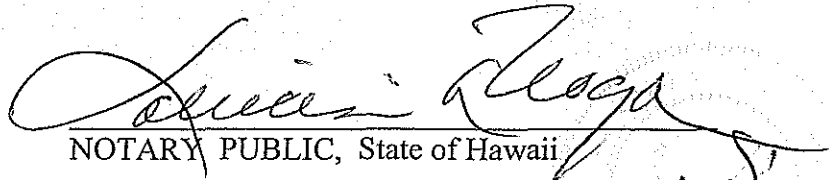
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SS:

COUNTY OF HAWAII

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On this 22<sup>nd</sup> day of August, 2000, before me personally appeared Virginia Goldstein to me personally known, who, being by me duly sworn, did say that <sup>she</sup> ~~he~~ 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 Goldstein acknowledged the instrument to be the free act and deed of said Planning Department, County of Hawaii.

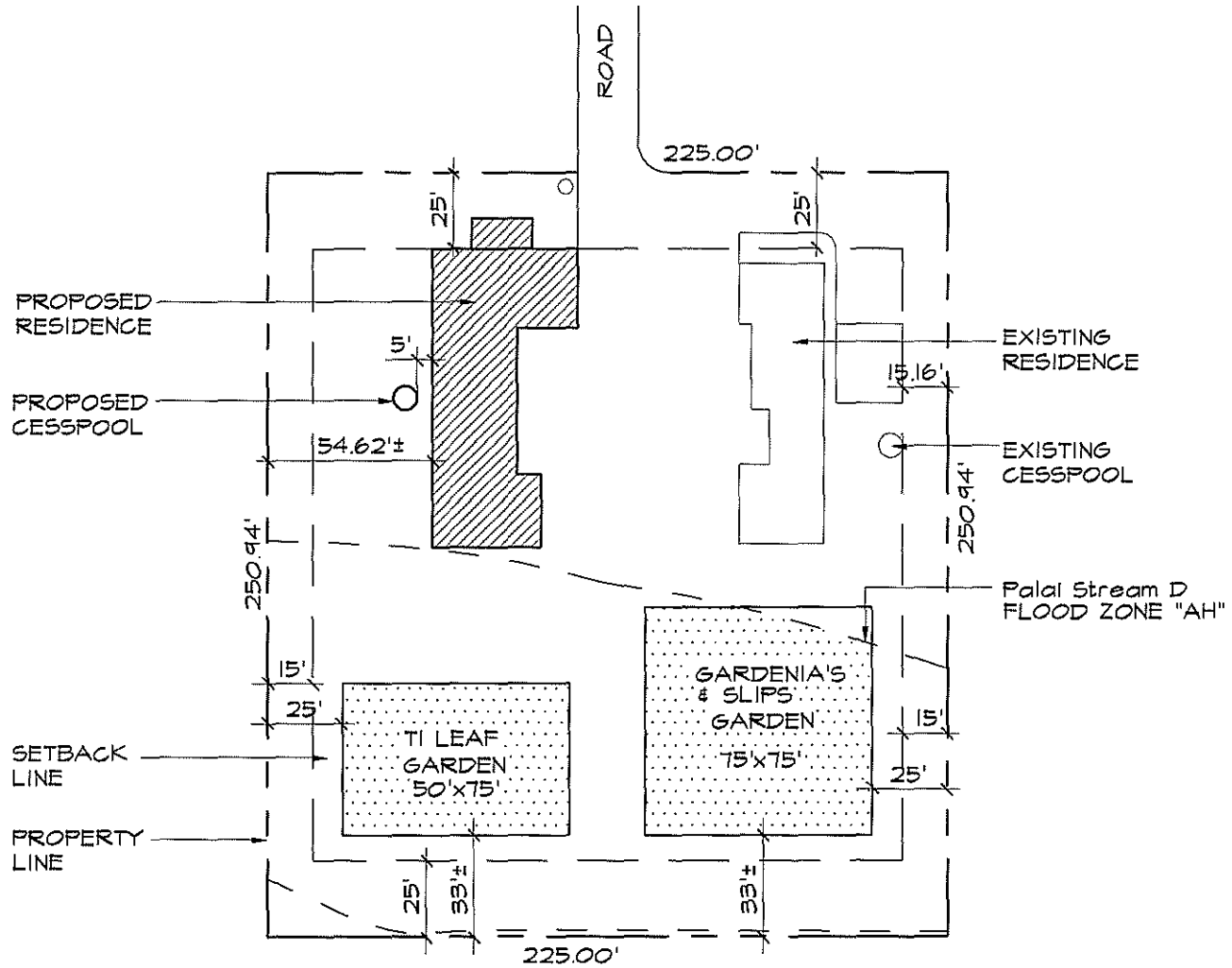


NOTARY PUBLIC, State of Hawaii

Patricia A. Koga

My commission expires:

7/17/02



# SITE PLAN

SC: 1" = 60'

DRAWN BY: COLE CUSTOM DRAFTING 935-6307	DATE:	CONTENTS: GARDNING LAYOUT	TITLE: PROPOSED GARDEN LAYOUT KANAKANUI TMN: 3-2-4-032:14	SHEET NO. 1
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