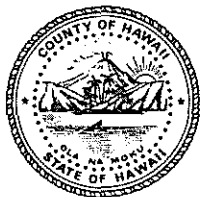


Stephen K. Yamashiro
Mayor



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

December 1, 2000

Mr. William Taylor
Ms. Nancy Stukan
P.O. Box 444
Kealakekua, HI 96750

Dear Mr. Taylor and Ms. Stukan:

Additional Farm Dwelling Agreement
Applicant: William Taylor and Nancy Stukan
Land Owner: William Taylor and Nancy Stukan
Tax Map Key: 7-7-004:071

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.
3. 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.
4. In support, evidence of a State of Hawaii Department of Taxation's General Excise (GE) Tax License has also been presented.

012691

DEC 01 2000

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, GE Tax License (ID number 304428), 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 from your agricultural activity will be taxed.
3. In addition, the following agencies have submitted their comments as stated below:
 - (a) Department of Water Supply (Memorandum dated November 15, 2000):

“The subject property is part of a private water system that has a 1-inch meter with the Department and, therefore, does have an existing water service. This 1-inch meter is a master meter and entitles the lots it services to one unit of water at 600 gallons per day per unit. We require that each dwelling have its own meter or in the case of a master meter, its own unit of water. This application is proposing an additional detached dwelling, so the purchase of an additional unit of water by the applicant is required in accordance with Department regulations. A unit of water is equal to a daily maximum use of 600 gallons.

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

Since this is a private system and the developer intends to dedicate it to the Department in the near future, the applicant shall submit construction plans for our review and approval. A professional engineer, architect, or land surveyor, registered in the State of Hawaii, shall prepare these plans and show the installation of a 1-inch service lateral for a 5/8-inch meter.

Mr. William Taylor
Ms. Nancy Stukan
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1. This service shall be restricted to a maximum daily flow of 600 gallons as the existing service is.
 2. Hire a licensed contractor to perform the work detailed on the construction drawings once they have been approved.
 3. Hire a licensed contractor to install a backflow preventer (reduced pressure type) 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.
 4. Remittance of the following charges, which are subject to change, to our Customer Service Section:
 - a. Facilities Charge (One 2nd service at \$3,375.00 each) \$3,375.00
 - b. Capital Assessment Fee 500.00
(One 2nd service in N. Kona water system at \$500.00 each) _____
- Total \$3,875.00

Lastly, by copy of this letter, we are notifying the account holder of the master meter, Willocks Construction Corporation, of this application. They may want to review the private system to determine if it has adequate capacity for this additional volume of water. They also need to know that this Department will review any future requests for additional units of water. At some point in the future, we may require the installation of a larger meter and the payment of the appropriate facilities charges, assuming that water is available at the time of the request.

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

Mr. William Taylor
Ms. Nancy Stukan
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(b) Real Property Tax Office:

No comments.

(c) Department of Health (Memorandum dated November 8, 2000):

“The subject lot is located in the Critical Wastewater Disposal Area where cesspools are not allowed. Any development on this lot would require all wastewater be disposed into a Septic Tank System or into public sewer when accessible.”

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.

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.
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.

Mr. William Taylor
Ms. Nancy Stukan
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December 1, 2000

Their address is as follows:

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

3. You must also provide 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 welcome to contact Larry Brown of my staff at 961-8288.

Sincerely,


VIRGINIA GOLDSTEIN
Planning Director

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Enclosure

xc: Mr. Milton Pavao, DWS
Mr. Frank Manalili, Finance Department
Planning Department – West Hawaii Office

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

William Taylor and Nancy Stukan
P.O. Box 444
Kealahou, HI 96750

TITLE OF DOCUMENT:

Additional Farm Dwelling Agreement

PARTIES TO DOCUMENT:

William Taylor and Nancy Stukan
County of Hawaii

PROPERTY DESCRIPTION:

TMK: (3) 7-7-004:071

ADDITIONAL FARM DWELLING AGREEMENT

THIS AGREEMENT made and executed this _____ day of _____, 20____, by and between William Taylor and Nancy Stukan herein called the "First Party," whose mailing address is P.O. Box 444 Kealakekua, Hawaii 96750 _____, 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 7-7-004-071-0000 situated within the State Land Use Agricultural district and zoned Agricultural - 5 acres (A-5a) 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 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.

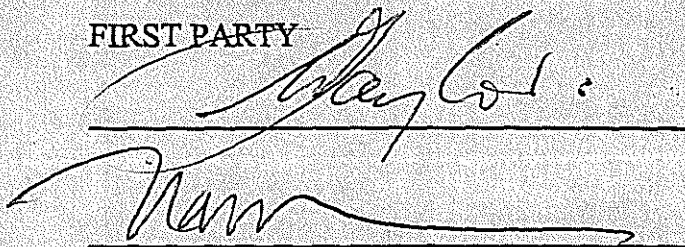
IT IS HEREBY FURTHER AGREED that should the pertinent provisions of the State and County laws and rules and regulations change to authorize said farm dwelling, upon request of the First Party, this Agreement may be reconsidered for possible amendment and/or severance.

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

Handwritten signatures of William Taylor and Nancy Stukan, each followed by a horizontal line.

Legal owner William Taylor/Nancy Stukan

SECOND PARTY

Handwritten signature of Virginia Gustafson, followed by a horizontal line.

Planning Director
County of Hawaii Planning Department

STATE OF HAWAII)
) SS.
COUNTY OF HAWAII)

On this 4th day of December, 2000, before me personally appeared Virginia Goldstein to me personally known, who, being by me duly sworn, did say that 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 Goldstein, acknowledged the instrument to be the free act and deed of said Planning Department, County of Hawaii.

PATRICIA A. COGA
Patricia A. Coga
Notary Public, State of Hawaii
My commission expires: 7/1/02

STATE OF HAWAII

)
) SS:

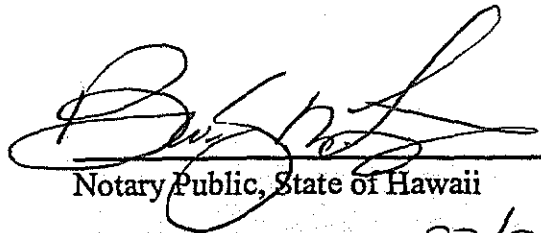
COUNTY OF HAWAII

On this 13th day of October, 2000, before me personally appeared

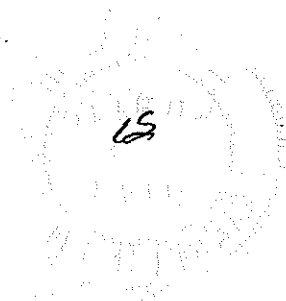
Nancy Stukan / William Taylor, to me known to be the person described in and

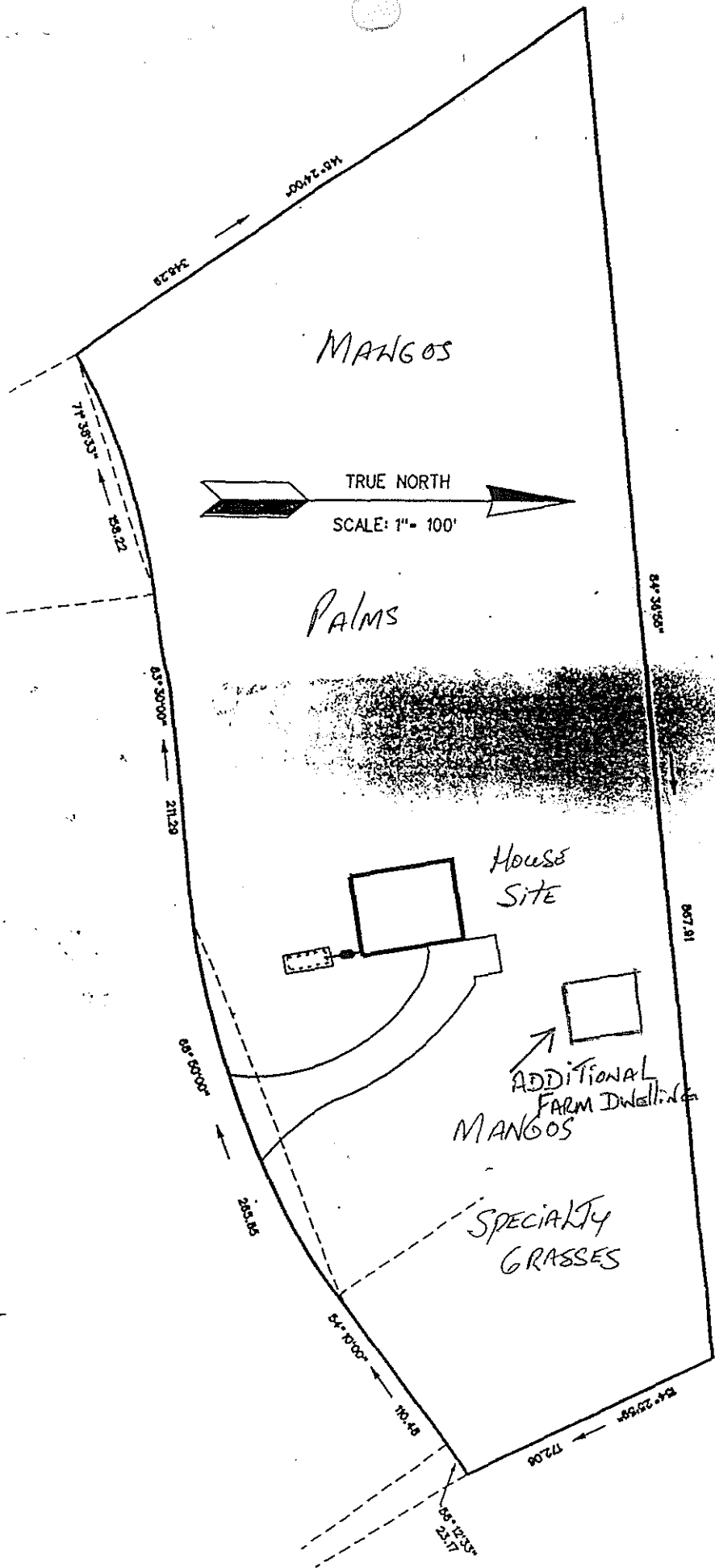
who executed the foregoing instrument, and acknowledged that he/she executed the same as

his/her free act and deed.


Notary Public, State of Hawaii

My commission expires: 02/20/01





TMK:(3) 77-04:71