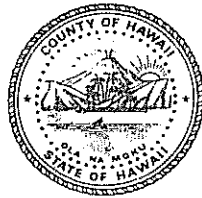


Stephen K. Yamashiro
Mayor



Virginia Goldstein
Director

Russell Kokubun
Deputy Director

County of Hawaii

PLANNING DEPARTMENT

15 Auahi Street, Room 109 • Hilo, Hawaii 96720-4200
(808) 961-8288 • Fax (808) 961-8742

June 30, 2000

Ms. Lola G. Wright
P.O. Box 7144
Hilo, HI 96720

Dear Ms. Wright:

Additional Farm Dwelling Agreement
Applicant: Lola G. Wright
Land Owner: Lola G. Wright
Tax Map Key: 4-4-008:126

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:

- (a) A notarized affidavit that the additional dwelling shall be used for farm-related purposes in the form of the proposed Additional 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, if the request is filed by the lessee.
- (d) A farm plan or evidence of the applicant's continual agricultural productivity or farming operation within the County.

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- (e) In support, evidence of a State of Hawaii Department of Taxation's General Excise (GE) Tax License 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, GE Tax License (ID number 30109791), 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 any income from such activity is subject to the Hawaii General Excise Tax.
3. In addition, the following agencies have submitted their comments as stated below:

- a. Department of Water Supply (Memorandum dated October 6, 1999):

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 limited to a maximum of 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 would normally be required in accordance with Department regulations. However, the Department's existing water system facilities cannot support an additional meter for the proposed additional farm dwelling at this time. Extensive improvements and additions, including source, storage, transmission, booster pumps, and distribution facilities must be constructed. Currently, sufficient funding is not available and no time schedule is set.

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

- b. Real Property Tax Office (Memorandum dated June 28, 2000):

Property is receiving agricultural use value.

Real Property taxes are paid through June 30, 2000 on the above mentioned tax map key. The CPRs will be taxed separately for 2000-01.

- c. Department of Health (Memorandum dated October 8, 1999):

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

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.

Ms. Lola G. Wright

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June 30, 2000

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:dk

P:\WPWIN60\Larry\FDA\Wright 4-4-8-126 apvl.doc

Enclosure

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

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

Lola G. Wright
P.O. Box 7144
Hilo, HI 96720

TITLE OF DOCUMENT:

Additional Farm Dwelling Agreement

PARTIES TO DOCUMENT:

Lola G. Wright
County of Hawaii

PROPERTY DESCRIPTION:

TMK: 4-4-008:126

ADDITIONAL FARM DWELLING AGREEMENT

THIS AGREEMENT made and executed this _____ day of _____, 20____,
by and between Lola G. Wright herein called the
"First Party," whose mailing address is P.O. Box 7144, 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 4-4-008:126
situated within the State Land Use Agricultural district
and zoned Agricultural (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



(Legal Owner)

(Lessee)

SECOND PARTY



Planning Director
County of Hawaii Planning Department

State of Hawaii
County of Hawaii

On this 25th day of August, 1999, Lola G. Wright personally
appeared before me,

whose identity I verified on the basis of Hawaii Driver's License & Hawaiian Airlines ID
who is personally known to me,
whose identity I verified on the oath/affirmation of _____,
a credible witness,

to be the signer of the foregoing document, and he/she acknowledged that he/she signed it.

45



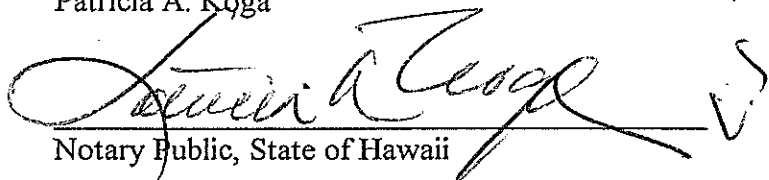
State of Hawaii Notary Public
My Commission expires: 11-7-00
Sharon T. Roque

Attribution Clause: This Acknowledgment Certificate is prepared for, and exclusively belongs to, the accompanying document entitled
Farm Dwelling Notice Requirements
Farm Dwelling Application & Agreement which consists of 5 page(s) and is dated August 25, a999
If this Certificate is appropriated to any document other than the one described herein, it shall be deemed null and void.

STATE OF HAWAII)
) SS
COUNTY OF HAWAII)

On this 6th day of July, 2000 before me personally
appeared Virginia Goldstein, 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 Goldstein acknowledged the
instrument to be the free act and deed of said Planning Department, County of Hawaii.

Patricia A. Koga


Notary Public, State of Hawaii

My commission expires: 7/7/02

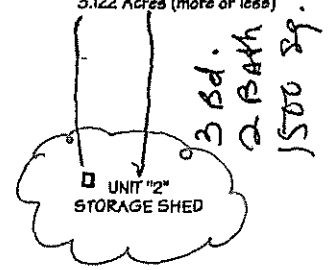
KALOPI MAUKA ROAD
215° 00' → 252.21'

360° 00' → 10.00'

"Easement 1" for Ingress and Egress
Purposes (1,343 sq. ft. more or less)

Utility and Driveway Easement in Favor of Unit "1"
(Easement 2) 25.00 ft. by 519.67 ft. (12,967 sq. ft. more or less)

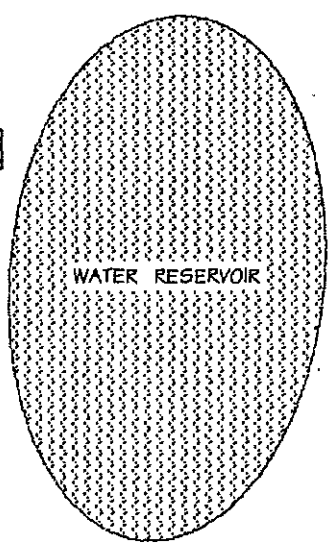
Limited Common Element
Land Area
Appurtenant to Unit "2"
3.122 Acres (more or less)



"Easement 3" for Ingress and Egress Purposes
Affecting Lot 51-A-1-A-1 in Favor of Lot 51-A-1-A-3
25 ft. by 30 ft. (750 sq. ft. more or less)

SITE PLAN

Scale: 1" = 60'-0"



Limited Common Element
Land Area
Appurtenant to Unit "1"
5.000 Acres (more or less)

