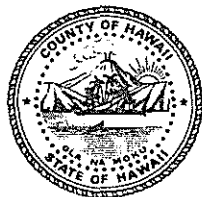


Harry Kim
Mayor



Christopher J. Yuen
Director

Roy R. Takemoto
Deputy Director

County of Hawaii

PLANNING DEPARTMENT

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

April 12, 2001

Ms. Susan Grace Dorian
P.O. Box 163
Holualoa, Hawaii 96725

Dear Ms. Dorian:

Additional Farm Dwelling Agreement

Applicant: Susan Grace Dorian

Land Owner: Susan Grace Dorian

Tax Map Key: 7-6-003:003

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 submittals 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 filed 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. Your farm plan consisted of the following agricultural activity:

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- a. A mature 900 tree coffee orchard on 1 acre with a 7,000 pound cherry harvest in 2000 and a 10,000 pound cherry harvest in 2001;
 - b. A non-commercial fruit tree orchard consisting of approximately 10 mature trees of mixed variety;
 - c. A non-specific plan to expand the coffee orchard, fruit tree orchard and/or vegetable garden so as to put a greater amount of the agriculturally suitable land to productive use.
5. 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 30066101), 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 from your agricultural activity is being taxed.

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3. In addition, the following agencies have submitted their comments as stated below:

(a) Department of Water Supply (Memorandum dated March 8, 2001):

“We have reviewed the subject application and have the following information.

The property does not have an existing water service with the Department as the parcel is beyond the service limits of the Department’s existing water system. The Department’s nearest facility is an 8-inch waterline on the North Kona Belt road, approximately 2,000 feet from the front of the applicant’s parcel.

Should there be any questions, please call our Water Resources and Planning Branch at 961-8070.”

(b) Real Property Tax Office:

No comments received.

(c) Department of Health (Memorandum dated March 9, 2001):

“By current rules, the subject lot is located in a Critical Wastewater Disposal Area. A lot size of five (5) acres or more are required for the use of a cesspool. Only one (1) cesspool would be allowed on the lot. A septic tank system would be needed if a second wastewater disposal system is needed on this lot.”

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.

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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. In reference to the Department of Water Supply's comment may we suggest the following:
 - (a) Any dwelling not serviced by a County water system should be provided with and maintain a private potable rain-water catchment system with a minimum capacity of 6,000 gallons for domestic consumption or potable uses. This catchment system should adhere to the Department of Public Works, Building Division's "Guidelines for Owners of Rain Catchment Water Systems" as well as the State Department of Health requirements related to water testing and water purifying devices.
 - (b) Any farm dwelling should be provided with and maintain a private water supply system with an additional minimum storage capacity of 3,000 gallons for fire fighting and other emergency purposes. The emergency water supply system, including the necessary compatible connection devices and the location of the water storage unit on the property, should meet with the approval of the Hawaii County Fire Department.

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. Their address is as follows:

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

Ms. Susan Grace Dorian

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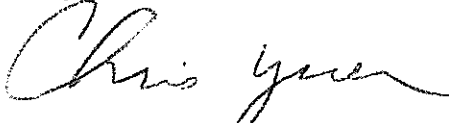
April 12, 2001

3. Include 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 Planning Department approval of a building permit application 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,



CHRISTOPHER J. YUEN

Planning Director

LMB:cps

P:\WPWIN60\Larry\FDA\Dorian 7-6-3-3 apvl.doc

enclosure

xc: Mr. Milton Pavao, DWS
Mr. Mike McCall, RPT
Planning Department, West Hawaii Office

2001 MAY 8 PM 4 08

PLANNING DEPARTMENT
COUNTY OF HAWAII

THE ORIGINAL OF THE DOCUMENT
RECORDED AS FOLLOWS:
STATE OF HAWAII

BUREAU OF CONVEYANCES
MAY 01 2001 TIME 802
DATE _____ TIME _____
DOCUMENT NO. 2001-063394

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

Ms. Susan Grace Dorian
P.O. Box 163
Holualoa, HI 96725

TITLE OF DOCUMENT:

Additional Farm Dwelling Agreement

PARTIES TO DOCUMENT:

Susan Grace Dorian
P.O. Box 163
Holualoa, HI 96725

Mr. Chris Yuen, Planning Director County of Hawaii
25 Aupuni St.
Hilo, HI 96720

PROPERTY DESCRIPTION:

TMK Hawaii 3-7-6-3-3

4053

ADDITIONAL FARM DWELLING AGREEMENT

THIS AGREEMENT made and executed this ^{11th day 198m} ~~42th~~ day of January, 2001, by and between Susan Grace Doria herein called the "First Party," whose mailing address is P.O. Box 163
Honolulu, HI 96725, 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 7-6-3:3 situated within the State Land Use AGRICULTURAL district and zoned AGRICULTURAL - 1 ACRE (A-1a) 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.

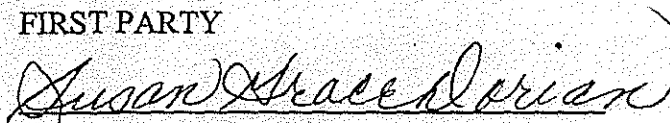
IT IS HEREBY FURTHER AGREED that should the pertinent provisions of the State and County laws and rules and regulations change to authorize said farm dwelling, upon request of the First Party, this Agreement may be reconsidered for possible amendment and/or severance.

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.

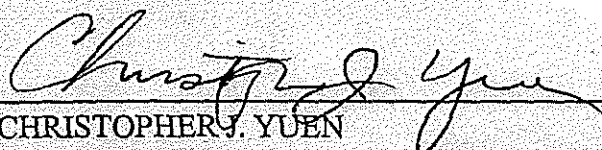
IN CONSIDERATION OF THE AFORESAID, the Second Party hereby approves this Agreement as being in conformity with Sections 205-2 and 205-4.5 of the Hawaii Revised Statutes, relative to permitted uses within the State Land Use Agricultural district. This Agreement is also in conformance with Chapter 25,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

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

FIRST PARTY



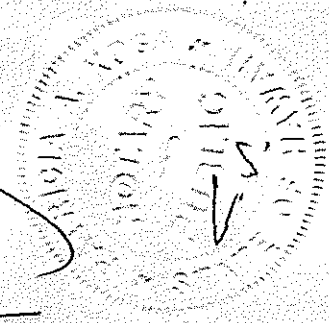
SECOND PARTY


CHRISTOPHER J. YUEN
Planning Director
County of Hawaii Planning Department

STATE OF HAWAII)
) SS.
COUNTY OF HAWAII

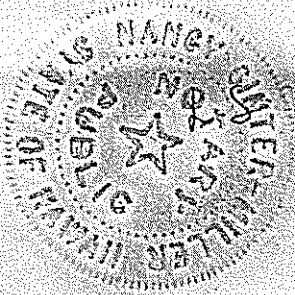
On this 18th day of April, 2001, before me personally appeared Christopher J. Guen to me personally known, who, being by me duly sworn, did say that he/she is the authorized representative of the Planning Department of the County of Hawaii; and that the Planning Department of the County of Hawaii has 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 Christopher J. Guen, acknowledged the instrument to be the free act and deed of said Planning Department, County of Hawaii.

PATRICIA A. KOGA
Patricia A. Koga
Notary Public, State of Hawaii
My commission expires: 7/17/02



STATE OF HAWAII)
) SS:
COUNTY OF HAWAII)

On this 11th day of JANUARY, 2001, before me personally appeared
SUSAN Grace Dorian, 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.

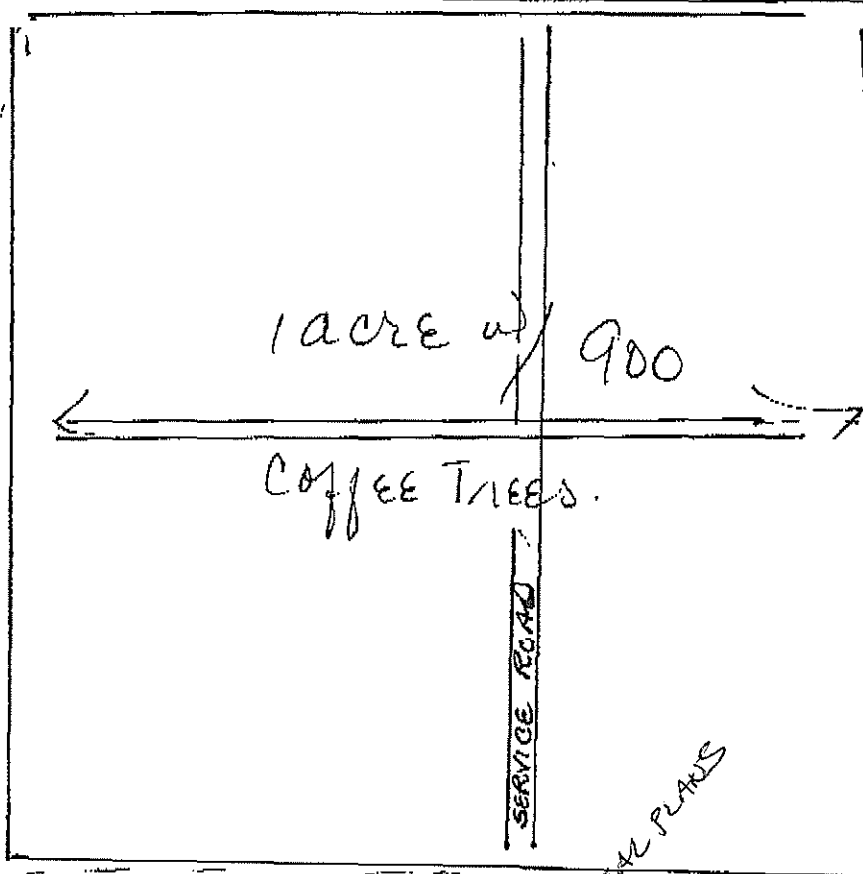


Nancy Ainter-Miller
Notary Public, State of Hawaii
NANCY AINTER-MILLER
My commission expires: FEB 16, 2003

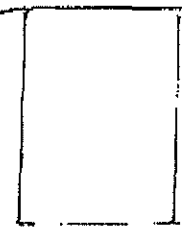
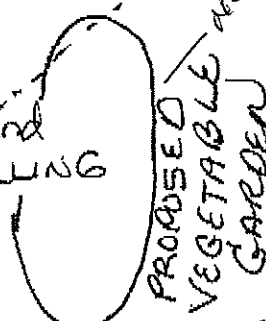
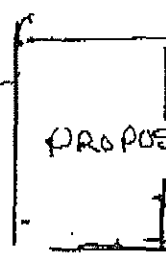
Gorge Koike Pasture Land

LOT # 72
 HOLUALOA
 HORNESTEAD
 2.984 acs
 TMK #
 (3rd) 7-6-3-

CHRISTMAS BERRY and
 GUAVA JUNGLE
 Jungle



TOOL SHED



1 acre
 fruit tree
 end pasture
 (PROPOSED ADDITIONAL
 FRUIT TREES)

- lychee - 1
- mango - 1
- Avocado - 2
- Walberry - 1
- citrus - 5

Per phone call
 4/6/01

1 acre
 house
 end yard

DRIVEWAY

jungle

HOLUALOA HORNESTEAD ROAD