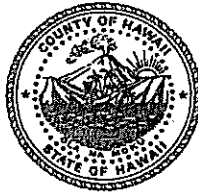


Harry Kim
Mayor



Christopher J. Yuen
Director

Roy R. Takemoto
Deputy Director

County of Hawaii
PLANNING DEPARTMENT
101 Pauahi Street, Suite 3 • Hilo, Hawaii 96720-3043
(808) 961-8288 • Fax (808) 961-8742

December 16, 2002

Mr. Hitoshi Ariga
P.O. Box 936
Keaau, Hawaii 96749

Dear Mr. Ariga:

Additional Farm Dwelling Agreement

Applicant: Hitoshi Ariga

Land Owner(s): Hitoshi Ariga, Tomio Ariga, and Kiyoko Ariga

Tax Map Key: (3) 1-6-064:205

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 enclosed Additional Farm Dwelling Agreement to be submitted for recordation with the Bureau of Conveyances.
2. Name and address of the landowner(s) or lessee(s), 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(s) 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.

030895
DEC 17 2002

Exhibit A

Mr. Hitoshi Ariga
Page 2
December 16, 2002

Your farm plan included the following ongoing and proposed income producing agricultural activities:

(a) Ongoing agricultural activities include the following:

- i. Harvesting and sales of approximately 200 lbs. annually of avocados from existing orchard; and
- ii. Harvesting and sales of approximately 100 lbs. annually of macadamia nuts from existing orchard.

(b) Proposed agricultural activities include the following:

- i. Planting of a banana patch on approximately 175 square feet of the subject property with anticipated yield of approximately 300 pounds of fruit annually;
 - ii. Establishment of a hydroponics garden to grow an estimated 320 lbs. of lettuce, 160 lbs. of Japanese cucumbers, and 160 lbs. of tomatoes annually; and
 - iii. Establish an aquaculture operation in an existing 12'x12'x6' water tank for commercial growing of freshwater prawns, tilapia, and Chinese catfish.
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 (HRS), 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)

Mr. Hitoshi Ariga
Page 3
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2. The subject lot was created by subdivision (SUB 1302) approved on November 24, 1958, which, pursuant to HRS §205-4.5(b), allows the first dwelling on the lot to be used as a single-family dwelling.
3. The Farm Plan, GE Tax License (ID number 30103285), and the agreement to use the dwelling for agricultural or farm-related activity on the building site demonstrate that there will be income producing agricultural activity and the income will be taxed.
4. In addition, the following agencies have submitted their comments as stated below:

(a) Department of Water Supply (Letter dated December 4, 2002):

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

The Department’s record shows that a water service already exists for this parcel, which is not within the service limits of the Department as it is not fronting our waterline. However, it is our understanding that Hawaiian Hui Hanaliki are currently denying private waterlines within the association’s roads. Therefore, the Department has no objections to the application subject to the applicant understanding that the additional farm dwelling cannot be hooked up to the existing water service to the property or any other neighboring properties.

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

(b) Real Property Tax Office (Memorandum dated November 20, 2002):

“There are no comments at this time.

Real Property taxes are paid through June 30, 2003.”

(c) Department of Health (Memorandum dated December 2, 2002):

“Our wastewater program indicates that the applicant’s new dwelling requires a septic system. If the applicant has any questions, please feel free to call our wastewater engineer at 933-0401.”

Mr. Hitoshi Ariga
Page 4
December 16, 2002

Decision:

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

1. The additional farm dwelling shall only be used to provide shelter for persons involved in the agricultural or farm-related activity on the building site. Family members who are not engaged in agricultural or farm-related activities are allowed to reside in the farm dwelling.
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. The enclosed Additional Farm Dwelling Agreement must be returned to the Planning Department with the appropriate notarized signatures along with a check made out to the Bureau of Conveyances in the amount of \$25.00 in accordance with the enclosed Additional Farm Dwelling Agreement Instructions. The Planning Department will not approve a building permit application for the additional dwelling until the AFDA document and all required attachments have been accepted for recordation.
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. Your Additional Farm Dwelling Agreement has been approved based primarily on proposed agricultural activity as summarized previously in this letter. It is required that the First Party (owners and lessees) to the Agreement shall have implemented at least 75% of the proposed farm plan within three (3) years of approval of the building permit for the additional farm dwelling. The Second Party (County of Hawaii Planning Department) of the Agreement may allow time extensions and modifications for good cause shown by First Party.
5. The First Party shall allow the Second Party or its representative to inspect the farm upon reasonable prior notice.

Mr. Hitoshi Ariga
Page 5
December 16, 2002

6. This Additional Farm Dwelling Agreement shall be valid for a period of two (2) years from the date of this approval letter to secure a building permit for the additional farm dwelling. Failure to secure a building permit for this additional farm dwelling on or before December 13, 2004 may cause the Director to initiate proceedings to invalidate the AFDA.

In reference to the Department of Water Supply's comment, we suggest the following:

1. 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.
2. 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.

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

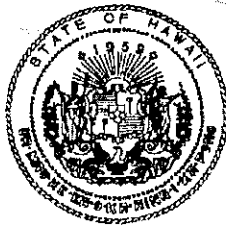
LMB:pak
P:\AFDA\2002\Ariga 1-6-64-205 apvl.doc

Enclosure: AFDA document
AFDA document instruction sheet

Exhibit A

Mr. Hitoshi Ariga
Page 6
December 16, 2002

xc: Mr. Milton Pavao, DWS
Mr. Mike McCall, RPT



R-1162

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
MAR 27, 2003 08:02 AM
Doc No(s) 2003-056313



/s/ CARL T. WATANABE
REGISTRAR OF CONVEYANCES

11 1/1 Z3

AFTER RECORDATION, RETURN BY MAIL TO:

County of Hawaii Planning Department
101 Pauahi Street, Suite 3
Hilo, Hawaii 96720

TITLE OF DOCUMENT:

ADDITIONAL FARM DWELLING AGREEMENT

PARTIES TO DOCUMENT:

FIRST PARTY: HITOSHI ARIGA, TOMIO ARIGA, and KIYOKO ARIGA

SECOND PARTY: COUNTY OF HAWAII

PROPERTY DESCRIPTION:

TMK: (3) 1-6-064:205

ADDITIONAL FARM DWELLING AGREEMENT

THIS AGREEMENT made and executed this 13th day of December, 2002, by and between HITOSHI ARIGA, TOMIO ARIGA and KIYOKO ARIGA, herein called the "First Party," whose mailing address is P.O. Box 936, Keaau, Hawaii 96749, and the COUNTY OF HAWAII, herein called the "Second Party."

IT IS HEREBY AGREED that the First Party may construct a second farm dwelling located on the property described by Tax Map Key (3) 1-6-064:205 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 legal owner of the property above described.

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

1. The additional farm dwelling shall be used to provide shelter to person(s) involved in the agricultural or farm-related activity on the property. Family members who are not engaged in agricultural or farm-related activity are allowed to reside in the farm dwelling.
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. This agreement shall include any and all conditions specified in the Additional Farm Dwelling Agreement letter, attached to this document as Exhibit "A".

IT IS HEREBY FURTHER AGREED that if this agreement is with a lessee, the legal owner shall be a party to this agreement.

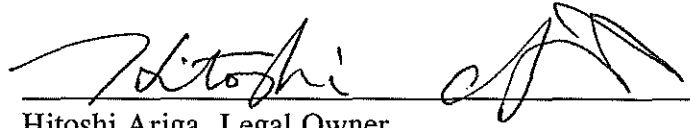
IT IS HEREBY FURTHER AGREED that should the pertinent provisions of the State and County laws and rules and regulations change to authorize said farm dwelling, upon request of the First Party, this Agreement may be reconsidered for possible amendment and/or severance.

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.

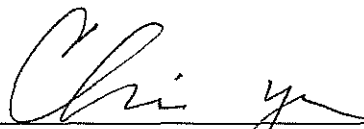
FIRST PARTY:


Hitoshi Ariga, Legal Owner

Tomio Ariga, Legal Owner

Kiyoko Ariga, Legal Owner

SECOND PARTY:



Christopher J. Yuen, Planning Director
County of Hawaii Planning Department

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

FIRST PARTY:

Hitoshi Ariga, Legal Owner

Tomio Ariga

Tomio Ariga, Legal Owner

Kiyoko Ariga

Kiyoko Ariga, Legal Owner

SECOND PARTY:

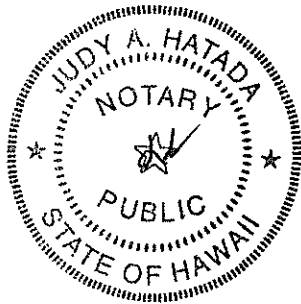
Chris Yuen

Christopher J. Yuen, Planning Director
County of Hawaii Planning Department

STATE OF HAWAII)
) SS.
COUNTY OF HAWAII)

On this 9TH day of JAN., 2003 before me
personally appeared HITOSHI ARIGA, ~~TOMIO ARIGA~~ and ~~KIYOKO ARIGA~~ to
me known to be the persons described in and who executed the foregoing instrument,
and acknowledged that they executed the same as their free act and deed.

AKP.



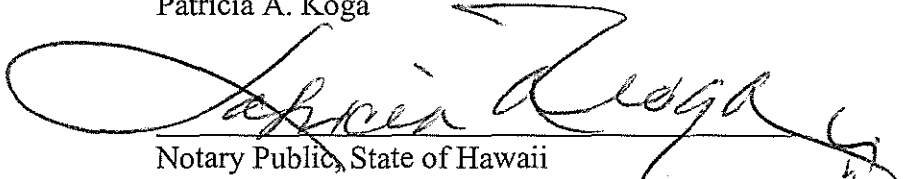
[Signature]
Notary Public, State of Hawaii

My commission expires: Aug. 9, 2006.

STATE OF HAWAII)
) SS
COUNTY OF HAWAII)

On this 19th day of February, 2003 before me personally appeared Christopher J. Yuen, to me personally known, who, being by me duly sworn, did say that 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 Christopher J. Yuen 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: 07/17/06 *pat up*

Registered No. 1

NOTARIAL CERTIFICATE

This is to certify that *Tomio Ariga*
has affixed his signature in my very presence to
the attached document.

Dated this 6th day of January, 2003

Hiroshi Chiba
HIROSHI CHIBA



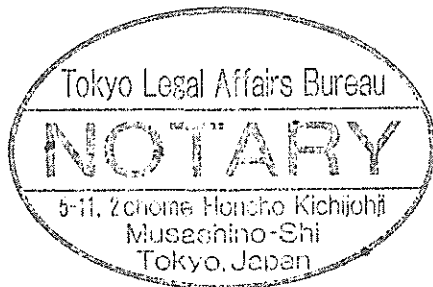
Registered No. 1

NOTARIAL CERTIFICATE

This is to certify that *Kiyoko Ariga*
has affixed her signature in my very presence to
the attached document.

Dated this *6th* day of *January*, 2003

Hiroschi Chiba
HIROSHI CHIBA



平成 15 年 登簿 第 1 号

認 証

囑託人 有我 富男 及び 有我 清子は、本公証人の前で別添書類に署名した。

よつて、これを認証する。

平成 15 年 1 月 6 日、本公証人役場において

東京都武蔵野市吉祥寺本町2丁目5番11号

東京法務局所属

公証人

子 義 裕 

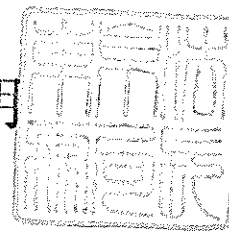
証 明

上記署名は、東京法務局所属公証人の署名に相違ないものであり、かつ、その押印は、真実のものであることを証明する。

平成 15 年 1 月 6 日

東京法務局長

寶 金 敏 明



CERTIFICATE

This is to certify that the signature affixed above has been provided by Notary, duly authorized by the Tokyo Legal Affairs Bureau and that the Official Seal appearing on the same is genuine.

Date JAN. - 6. 2003

Toshiaki HOUKIN
Director of the Tokyo Legal Affairs Bureau

APOSTILLE

(Convention de La Haye du 5 octobre 1961)

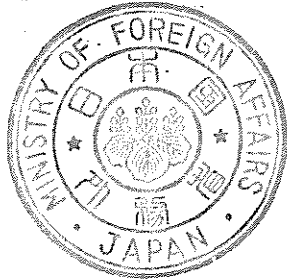
1. Country: **JAPAN**

This public document

2. has been signed by **Toshiaki HOUKIN**
3. acting in the capacity of **Director of the Tokyo Legal Affairs Bureau**
4. bears the seal/stamp of

Certified

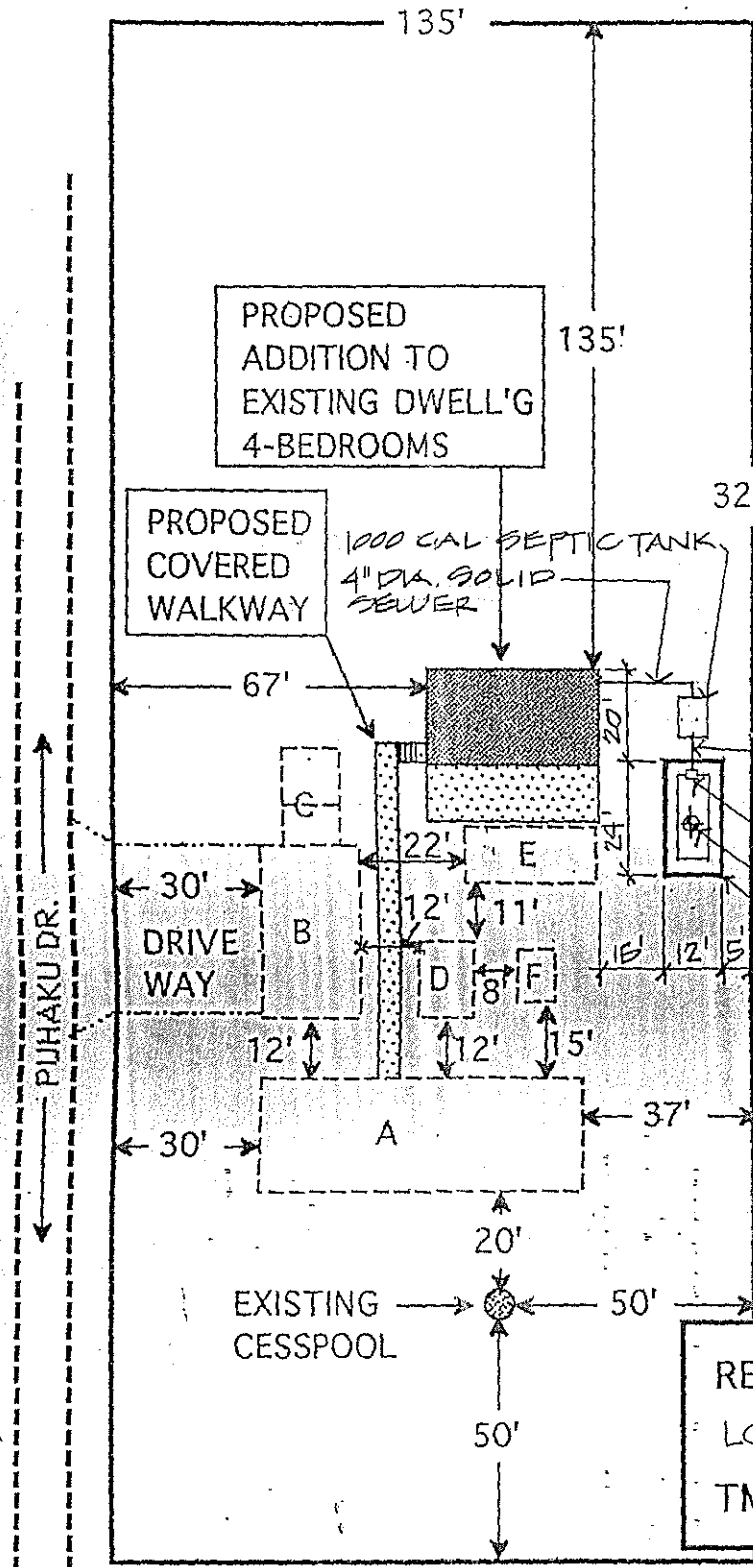
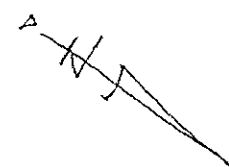
5. at **Tokyo**
6. **JAN. - 6, 2003**
7. by the **Ministry of Foreign Affairs**
8. **03 - N^o 008771**
9. Seal/stamp:
10. Signature:



Shinichi HAGIWARA

For the Minister for Foreign Affairs

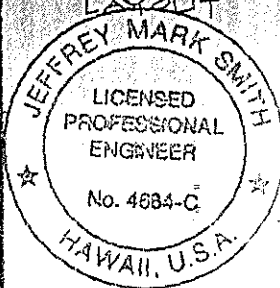
PLOT PLAN
 SC: 1"=40'-0"
 ALL MEASUREMENTS APPROX.



EXISTING NOTES:

- A) EXISTING DWELL'G/2-BEDROOM
CMU WALLS 24'X68'
- B) EXISTING GARAGE
CMU WALLS 21'X36'
- C) EXISTING WATER TANK & COVER
CMU WALLS 12'X20'
- D) EXISTING WATER TANK & COVER
CMU WALLS 12'X16'
- E) EXISTING WATER TANK NO COVER
CMU WALLS
- F) EXISTING ROOF COVER FOR PLANTS
8'X11'

6'-4" 4" DIA. SOLID SEWER
 D-BOX
 PERC HOLE
 12' X 24' ABSORPTION BED
 SEE ABSORPTION BED LAYOUT



THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION AND CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION.

[Signature]
 Signature

AUG 07 2002

RES: HITOSHI & NOREEN ARIGA
 LOT SIZE: 1 ACRE
 TMK: (3) 1-6-064;205

NOTES

1. Septic system may only be installed by a C-9 cesspool contractor, C-37 plumbing contractor, the A general engineering contractor, C-37a sewer and drain line contractor, or C-43 sewer, sewage disposal, drain and pipe laying contractor.
2. Contractor may not begin work on septic system until after review and approval of the County building permit for the dwelling.

5.