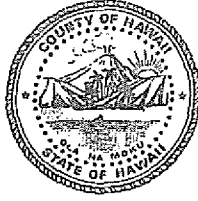


Harry Kim  
Mayor



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

January 17, 2002

Mr. and Mrs. Francisco T. Mateo  
P.O. Box 252  
Papaikou, Hawaii 96781

Dear Mr. & Mrs. Mateo:

#### **Additional Farm Dwelling Agreement**

**Applicants:** Francisco T. Mateo and Serafina G. Mateo

**Land Owners:** Francisco T. Mateo, Serafina G. Mateo, and  
Royal R. Solmerin

**Tax Map Key:** (3) 2-7-011:029

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.

013771

Exhibit A

Mr. and Mrs. Francisco T. Mateo

Page 2

January 17, 2002

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)
2. The subject lot was created by subdivision (SUB 4936) approved on October 18, 1988, which, pursuant to HRS §205-4.5(b), defines the first dwelling on the lot as a farm dwelling.
3. The Farm Plan, GE Tax License (ID number 30057283), and the agreement to use the dwelling for agricultural or farm-related activity on the building site demonstrate that there is income producing agricultural activity and the income is being taxed.
4. In addition, the following agencies have submitted their comments as stated below:
  - (a) Department of Water Supply (Letter dated February 7, 2000):

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

The parcel is within the service limits of the Department's existing water system. However, the closet part is a 3-inch waterline in the Old Mamalahoa Highway, approximately 1,930 feet from the applicant's parcel. In light of this, the Department has no requirements for this application.

By a copy of this letter we are notifying the applicant that water is available for one dwelling only, either the existing dwelling or the proposed additional farm dwelling. Should they be interested, they can contact us directly for the terms and conditions to obtain water service from the Department.

Mr. and Mrs. Francisco T. Mateo

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January 17, 2002

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

(b) Real Property Tax Office:

No comments were received.

(c) Department of Health (Memorandum dated January 14, 2000):

“The subject proposal is located in a Non-Critical Wastewater Disposal Area where cesspools are allowed under the current rules. More than one cesspool is allowed provided 10,000 sq. ft. per cesspool is available. Each cesspool can dispose of 1,000 gallons per day of wastewater.”

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.

Mr. and Mrs. Francisco T. Mateo

Page 4

January 17, 2002

4. The First Party shall allow the Second Party or its representative to inspect the farm upon reasonable prior notice.
5. 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 January 17, 2003 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.

Mr. and Mrs. Francisco T. Mateo

Page 5

January 17, 2002

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\Mateo 2-7-11-29 apvl.doc

Enclosures: AFDA document  
AFDA document instruction sheet

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

LAND COURT

REGULAR SYSTEM

Return By Mail  Pick-Up  To:

CARLSMITH BALL LLP  
121 Waianuenu Avenue  
P.O. Box 686  
Hilo, Hawaii 96721-0686

Attention: Steven S.C. Lim  
Telephone: (808) 935-6644

TITLE OF DOCUMENT:

ADDITIONAL FARM DWELLING AGREEMENT

PARTIES TO DOCUMENT:

FIRST PARTY: Royal R. Solmerin, Francisco T. Mateo and Serafina G. Mateo, husband and wife

SECOND PARTY:: County of Hawaii, a municipal Hawaii corporation

TAX MAP KEY(S): (3) 2-7-011:029  
Mauliilii 1st and 2nd  
District of South Hilo  
Island, County and State of Hawaii (This document consists of \_\_ pages.)

ADDITIONAL FARM DWELLING AGREEMENT

THIS AGREEMENT made and executed this 10th day of May, 2010, by and between Royal R. Solmerin, Francisco T. Mateo and Serafina G. Mateo, husband and wife, herein called the "First Party," whose mailing address is P. O. Box 656, Pepeekeo, Hawaii 96783 and P. O. Box 262, Papaikou, Hawaii 96781, 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 (3) 2-7-011:029 situated within the State Land Use Agricultural district and zoned A-20a (Agricultural-minimum 20 acres) by the Second Party.

IT IS HEREBY ACKNOWLEDGED that the First Party is the legal owners 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.

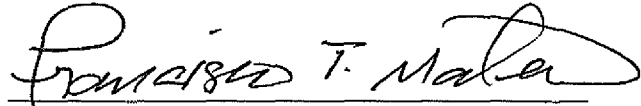
IT IS HEREBY FURTHER AGREED that if the property is situated within the State Land Use Agricultural district, the Second Party may imposed a fine of not more than \$5,000 for violation of Section 205-4.5, Hawaii Revised Statutes. If the violation is not corrected within six months of such citation and 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.

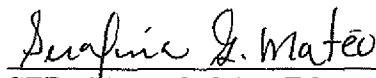


IN WITNESS WHEREOF, the parties have executed this agreement on the day and year  
first above written.

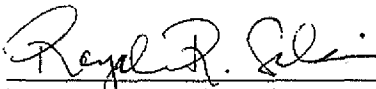
FIRST PARTY



FRANCISCO T. MATEO  
(Legal Owner)



SERAFINA G. MATEO  
(Legal Owner)



ROYAL R. SOLMERIN  
(Legal Owner)

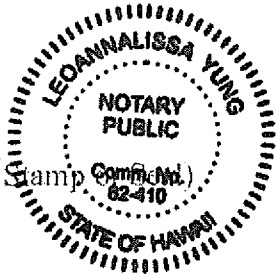
SECOND PARTY



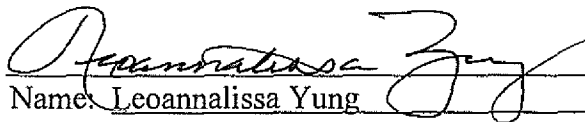
Planning Director  
County of Hawaii Planning Department

STATE OF HAWAII )  
 ) ss.  
COUNTY OF HAWAII )

On this 10th day of May, 2010, before me personally appeared FRANCISCO T. MATEO, personally known/proved to me on the basis of satisfactory evidence, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



(Notary Stamp)

  
Name: Leoannalissa Yung

Notary Public, State of Hawaii

My commission expires: June 14, 2010

NOTARY CERTIFICATION STATEMENT

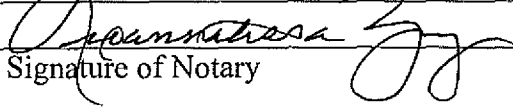
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Document Date: May 10, 2010

No. of Pages: Eight (8)

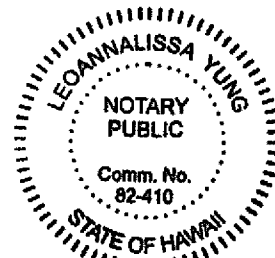
Jurisdiction (in which notarial act is performed):

Third Judicial Circuit

  
Signature of Notary

MAY 10 2010  
Date of Notarization and  
Certification Statement

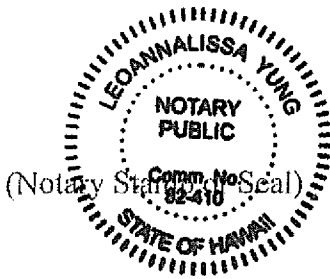
LEOANNALISSA YUNG  
Printed Name of Notary

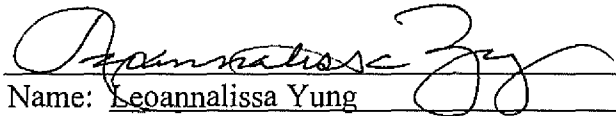


(Notary Stamp or Seal)

STATE OF HAWAII )  
 ) ss.  
COUNTY OF HAWAII )

On this 10th day of May, 2010, before me personally appeared SERAFINA G. MATEO, personally known/proved to me on the basis of satisfactory evidence, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

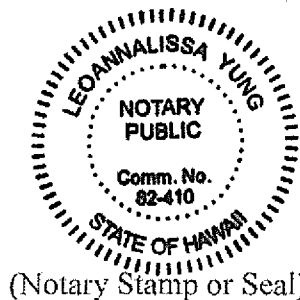


  
Name: Leoannalissa Yung

Notary Public, State of Hawaii

My commission expires: June 14, 2010

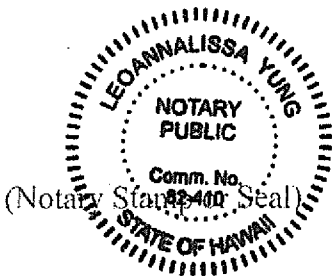
NOTARY CERTIFICATION STATEMENT	
Document Identification or Description:	<u>Additional Farm Dwelling Agreement</u>
Document Date:	<u>May 10, 2010</u>
No. of Pages:	<u>Eight (8)</u>
Jurisdiction (in which notarial act is performed):	<u>Third Judicial Circuit</u>
Signature of Notary	<u>MAY 10, 2010</u>
<u>LEOANNALISSA YUNG</u>	Date of Notarization and Certification Statement
Printed Name of Notary	

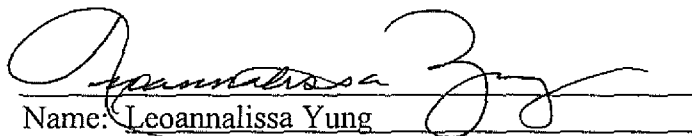


(Notary Stamp or Seal)

STATE OF HAWAII )  
 ) ss.  
COUNTY OF HAWAII )

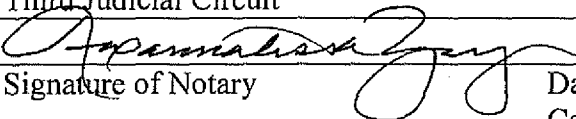
On this 10th day of May, 2010, before me personally appeared ROYAL R. SOLMERIN, personally known/proved to me on the basis of satisfactory evidence, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

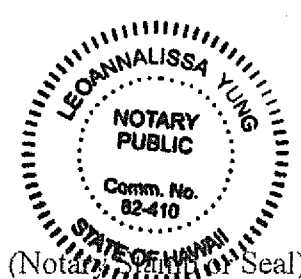


  
Name: Leoannalissa Yung

Notary Public, State of Hawaii

My commission expires: June 14, 2010

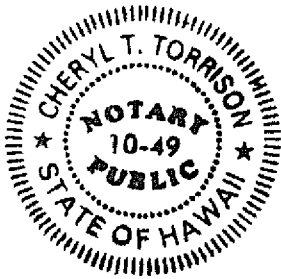
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Document Date:	<u>May 10, 2010</u>
No. of Pages:	<u>Eight (8)</u>
Jurisdiction (in which notarial act is performed):	<u>Third Judicial Circuit</u>
Signature of Notary	<u> MAY 10, 2010</u>
Printed Name of Notary	<u>LEOANNALISSA YUNG</u> Date of Notarization and Certification Statement

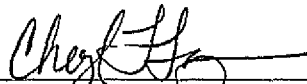


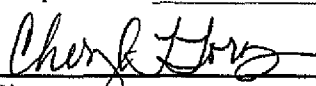
(Notary Seal)

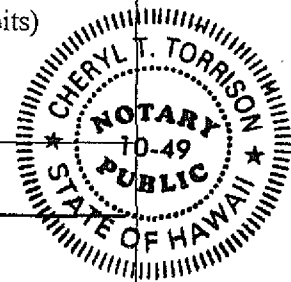
STATE OF HAWAII )  
 ) SS.  
COUNTY OF HAWAII )

On May 19, 2010, before me personally appeared BJ Leithead Todd, to me personally known, who, being by me duly sworn, did say that she is the Planning Director of the County of Hawaii'i, 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 BJ Leithead Todd acknowledged the instrument to be the free act and deed of said Planning Department, County of Hawaii.

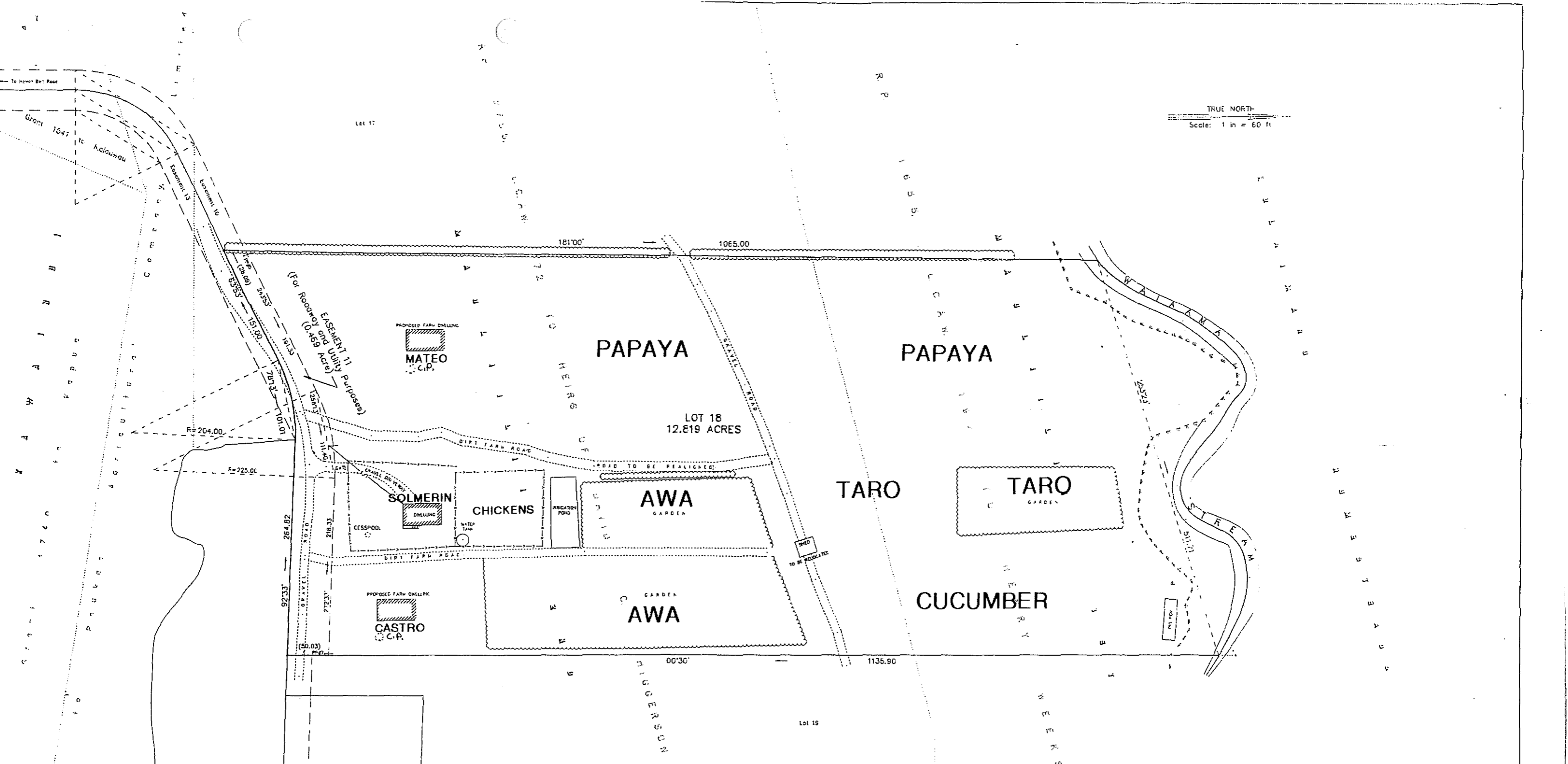


  
\_\_\_\_\_  
CHERYL T. TORRISON  
Notary Public, State of Hawaii'i  
  
Notary Public, Third Circuit, State of Hawaii'i  
My Commission Expires: 03-07-2014

Doc. Date: <u>May 10, 2010</u>	# Pages: <u>13</u> (Including Exhibits)
Notary Name: Cheryl T. Torrison	Third Circuit
Doc. Description: <u>Additional Farm Dwelling Agreement</u>	
 Notary Signature	<u>5/19/2010</u> Date



TRUE NORTH  
Scale: 1 in = 60 ft



PLAN SHOWING  
SITE PLAN FOR LOT 18  
BEING A PORTION OF R.P. 1655, L.C.A.W. 197 TO HENRY WEEKS AND  
A PORTION OF R.P. 2755, L.C.A.W. 72 TO HEIRS OF D.C. HIGGERSON  
MAULIILII 1ST AND MAULIILII 2ND, SOUTH HILO, ISLAND OF HAWAII, HAWAII

Survey and Plan by Island Survey, Inc.  
P.O. Box 4215, Hilo, Hawaii 96720  
April 12, 1999



This work was prepared by me  
or under my supervision.  
*Robert T. Shirai*  
ROBERT T. SHIRAI, PLS  
State of Hawaii Cert. No. LS-5985

OWNER: ROYAL SOLMERIN  
P.O. Box 656  
Pepeekeo, Hawaii 96762