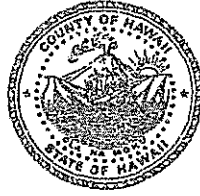


Harry Kim
Mayor



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

May 23, 2003

Sunao and Yoshiko Kadooka
P.O. Box 305
Kealahou, Hawaii 96750

Dear Sunao and Yoshiko Kadooka:

SUBJECT: Additional Farm Dwelling Agreement
Applicants: Sunao and Yoshiko Kadooka
Owners: Sunao and Yoshiko Kadooka
State Land Use: Agricultural
County Zoning: Agricultural (A-5a)
Land Area: 4.909-acres
Tax Map Key: (3) 7-9-009:018

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.

EXHIBIT

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035883

MAY 4 2003

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

(a) Ongoing agricultural activities include the following:

- i. 6 Macadamia nut trees, 29 various fruit trees, 5 bunches banana trees and 75 coffee trees.

(b) Proposed agricultural activities include the following:

- i. Maintenance of and expansion of the above.

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 0584) approved on August 4, 1952, which, pursuant to HRS §205-4.5(b), allows the first dwelling on the lot to be a single-family dwelling.
3. The Farm Plan, GE Tax License (ID number 30018299), and the agreement to use the dwelling for agricultural or farm-related activity on the building site demonstrate that there is/will be income producing agricultural activity and the income is/will be taxed.
4. In addition, the following agencies have submitted their comments as stated below:
 - (a) Department of Water Supply (Letter dated March 12, 2003):

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

EXHIBIT

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conditions.

For your information, an existing 5/8-inch meter services this property and is adequate for only one dwelling unit at 600 gallons per day. This application is proposing an additional detached dwelling, so the installation of a separate 5/8-inch meter by the applicant is required in accordance with Department regulations. Water is available from the 8-inch waterline in Mamalahoa Highway fronting the subject parcel property.

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

1. Installation, by the Department of Water Supply, of a second 1-inch service lateral to service a 5/8-inch meter, which shall be restricted to a maximum flow of 600 gallons per day.
2. Installation of a backflow preventer (reduced pressure type) by a licensed contractor on the applicant's property just after the meter. The installation and 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.
3. Remittance of the following charges, which are subject to change, to our Customer Service Section:
 - Facilities Charge (One 2nd service at \$4,350.00 each) \$4,350.00
 - Capital Assessment Fee 500.00
 - Service Lateral Installation Charge 2,250.00
(Install one meter on Mamalahoa Highway, a County road)Total (Subject to change) \$7,100.00

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

(b) Real Property Tax Office (Web Page inquiry):

"Paid status – Paid, Amount Due - \$0.00."

(c) Department of Health (Memorandum dated March 7, 2003):

EXHIBIT

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“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** 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.

Your Additional Farm Dwelling Agreement has been approved based on existing and proposed expansion of agricultural activity as summarized previously in this letter.

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 April 21, 2005 may cause the Director to initiate proceedings to invalidate the AFDA.

EXHIBIT

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Sunao and Yoshiko Kadooka
Page 5
May 23, 2003

Should you have any questions, please feel free to contact Jonathan Holmes of this office at 961-8288.

Sincerely,



per CHRISTOPHER J. YUEN
Planning Director

JRH:mad

P:\afda\afdajrh\apv\kadookaapvl.doc

Enclosure: AFDA document
AFDA document instruction sheet

xc: Mr. Milton Pavao, DWS
Mr. Mike McCall, RPT
Planning Department – Kona

EXHIBIT

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R-560

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

JUL 14, 2003 08:02 AM

Doc No(s) 2003-142473



/s/ CARL T. WATANABE
REGISTRAR OF CONVEYANCES

20 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: SUNAO KADOOKA and YOSHIKO KADOOKA

SECOND PARTY: COUNTY OF HAWAII

PROPERTY DESCRIPTION:

TMK: (3) 7-9-009:018

ADDITIONAL FARM DWELLING AGREEMENT

THIS AGREEMENT made and executed this 21st day of April, 2003, by and between **SUNAO KADOOKA and YOSHIKO KADOOKA**, herein called the "First Party," whose mailing address is P.O. Box 305, Kealahou, Hawaii 96750, 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) 7-9-009:018 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 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:



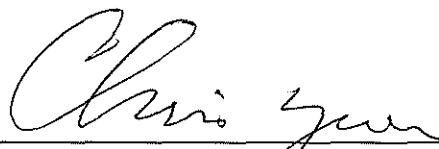
SUNAO KADOOKA, Legal Owner

FIRST PARTY:



YOSHIKO KADOOKA, Legal Owner

SECOND PARTY:



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

STATE OF HAWAII

)

) SS.

COUNTY OF HAWAII

)

On this 11th day of June, 2003 before me personally appeared **SUNAO KADOOKA and YOSHIKO KADOOKA** 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.

Kathleen J. Vail

Notary Public, State of Hawaii

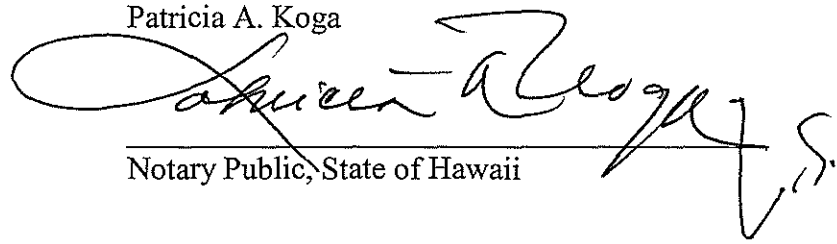
Kathleen J. Vail

My commission expires: 6-14-2004

L.S.

STATE OF HAWAII)
) SS
COUNTY OF HAWAII)

On this 14th day of July, 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.

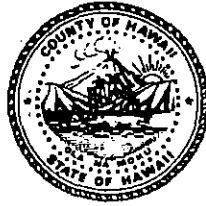
Patricia A. Koga


Notary Public, State of Hawaii

My commission expires: 07/17/06

MAP TOO BIG

William P. Kenoi
Mayor



BJ Leithead Todd
Director

Margaret K. Masunaga
Deputy

West Hawai'i Office
74-5044 Ane Keohokalole Hwy
Kailua-Kona, Hawai'i 96740
Phone (808) 323-4770
Fax (808) 327-3563

County of Hawai'i
PLANNING DEPARTMENT

East Hawai'i Office
101 Pauahi Street, Suite 3
Hilo, Hawai'i 96720
Phone (808) 961-8288
Fax (808) 961-8742

January 19, 2012

Sunao Kadooka
Yoshiko Kadooka
P.O. Box 305
Kealahou, HI 96750

Dear Mr. & Ms. Kadooka:

**SUBJECT: RECORDED CANCELLATION OF ADDITIONAL FARM
DWELLING AGREEMENT - 03-KADOOKA
Document No(s). 2011-146276
TMK: (3) 7-9-009:018**

Enclosed is Document No. 2011-146276 (Original) for your files. A copy of this document will be maintained in our files at the Hilo office.

If you should have any questions, please contact this office at (808) 961-8288.

Sincerely,

BJ LEITHEAD-TODD
Planning Director

SHG/shg

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Enclosure: Agreement (Original)

xc: Mr. Neal & Ms. Lorraine Kadooka



R-835

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
SEP 12, 2011 11:00 AM

Doc No(s) 2011-146276



/s/ NICKI ANN THOMPSON
REGISTRAR

20 1/1 Z1

an

AFTER RECORDATION, RETURN BY MAIL TO:

Planning Department
County of Hawai'i
101 Pauahi Street, Suite 3
Hilo, Hawai'i 96720

TITLE OF DOCUMENT:

CANCELLATION OF ADDITIONAL FARM DWELLING AGREEMENT

PARTIES TO DOCUMENT:

**FIRST PARTY: SUNAO KADOOKA and YOSHIKO KADOOKA
AND
NEAL KADOOKA and LORRAINE KADOOKA**

SECOND PARTY: COUNTY OF HAWAII

PROPERTY DESCRIPTION:

TMK: (3) 7-9-009:018

CANCELLATION OF AGREEMENT

THIS CANCELLATION OF AGREEMENT, made and executed this 29 day of August, 2011, by and between **SUNAO KADOOKA** and **YOSHIKO KADOOKA AND NEAL KADOOKA** and **LORRAINE KADOOKA**, herein called the "First Party," whose mailing addresses are P.O. Box 305 and P.O. Box 674, Kealahou, HI 96750, respectively, and the **COUNTY OF HAWAII**, herein called the "Second Party,"

WITNESSETH

WHEREAS, on April 21, 2003 an agreement was entered into by and between the First Party and the Second Party whereby the First Party was authorized to construct an additional farm dwelling (being the second dwelling) on the property described as Tax Map Key (3) 7-9-009:018; and

WHEREAS, the subject area is zoned Agricultural (A-5a) by the County of Hawaii and classified Agricultural by the State Land Use Commission; and

WHEREAS, the agreement to construct said improvements was duly recorded with the State of Hawaii Bureau of Conveyances as Document Number 2003-142473; and

WHEREAS, the property described as Tax Map Key (3) 7-6-005:013 is being subdivided into two (2) lots leaving only one dwelling on each lot; and

WHEREAS, the First Party and the Second Party agree that execution of said agreement should be cancelled as there is no longer any valid, compelling reason for it because the subdivision will result in no second dwellings being located on either of the lots created from the property described as Tax Map Key (3) 7-9-009:018.

NOW, THEREFORE, in consideration of the above recitals and the conditions and covenants contained therein, the parties agree as follows:

The Second Party agrees that the agreement dated April 21, 2003, recorded at the State of Hawai'i Bureau of Conveyances Document Number 2003-142473, between the First Party and the Second Party is no longer applicable and that the agreement is hereby declared null and void. ✓

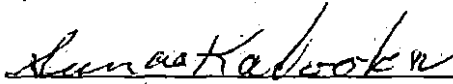
The Second Party agrees that the agreement dated April 21, 2003 no longer constitute covenants or encumbrances running with the land as it relates to Tax Map Key (3) 7-9-009:018.

The First Party agrees to pay for all of the necessary costs and expenditures to record this Cancellation of Agreement.

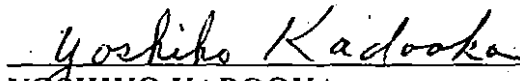
IT IS MUTUALLY AGREED BY AND BETWEEN the parties that if any additional documents are necessary that they will execute same in order that the agreement dated April 21, 2003 no longer constitutes an encumbrance on Tax Map Key (3) 7-9-009:018.

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

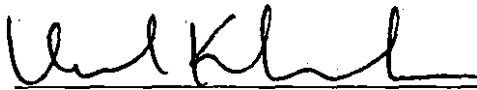
FIRST PARTY:



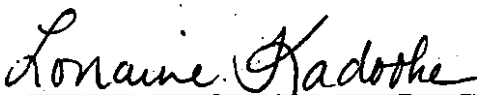
SUNAO KADOOKA
LEGAL OWNER



YOSHIKO KADOOKA
LEGAL OWNER




NEAL KADOOKA
LEGAL OWNER



LORRAINE KADOOKA
LEGAL OWNER

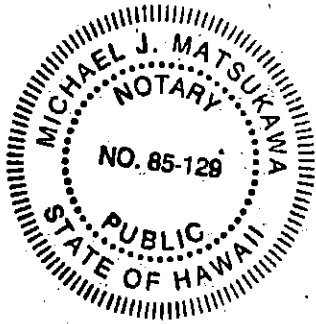
SECOND PARTY:



BJ LEITHEAD TODD, Planning Director
County of Hawai'i Planning Department

STATE OF HAWAII)
) SS
COUNTY OF HAWAII)

On this 15th day of June 2011, before me personally appeared SUNAO KADOOKA, YOSHIKO KADOOKA, NEAL KADOOKA and LORRAINE KADOOKA, to me personally known by way of written evidence of each person's identity and to me known to be the persons described in and who executed the attached instrument, and each of whom did affirm that he/she each signed the attached instrument as his/her free act and deed, respectively.



Michael Matsukawa S.S.

Notary Public, State of Hawaii
Michael J. Matsukawa
My commission expires: April 14, 2013

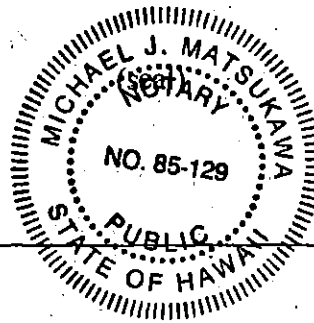
Document Identification or Description: Cancellation of Additional Farm Dwelling Agreement

Document Date: August 29, 2011 Number of Pages: Five (5)

Name: Michael J. Matsukawa, Notary Public, State of Hawaii Third Circuit

Michael Matsukawa
Notary Signature

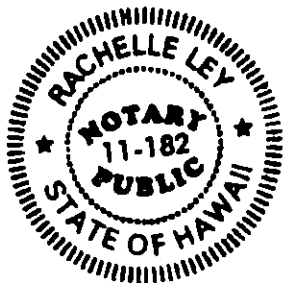
Date: Aug. 29, 2011



NOTARY CERTIFICATE
Hawaii Administrative Rule 5-11-8

STATE OF HAWAI'I)
) SS.
COUNTY OF HAWAI'I)

On September 9, 2011, before me personally appeared BJ Leithead Todd, to me personally known, who, being by me duly sworn, did say that BJ Leithead Todd is the Planning Director of the County of Hawai'i, and that the Planning Department of the County of Hawai'i has no corporate seal; and that the instrument was signed on behalf of the Planning Department of the County of Hawai'i, a government agency, and said BJ Leithead Todd acknowledged the instrument to be the free act and deed of said Planning Department, County of Hawai'i.



Rachelle Ley
Rachelle Ley

Notary Public, Third Judicial Circuit
State of Hawai'i

My Commission Expires: June 12, 2015

Document Date:	<u>August 29, 2011</u>	No. of Pages:	<u>6</u>
Notary Name:	<u>Rachelle Ley</u>		<u>Third Judicial Circuit</u>
Doc. Description:	<u>Cancellation of Additional Farm Dwelling Agreement</u>		
	<u>Tax Map Key (3) 7-9-009:018</u>		
Notary Signature	<i>Rachelle Ley</i>		<u>9/9/11</u>
			Date

