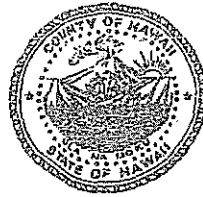


Harry Kim
Mayor



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

March 31, 2003

Leighton & Karen Wakata
P.O. Box 2925
Kailua-Kona, Hawaii 96740

Dear Mr. and Mrs. Wakata:

SUBJECT: Additional Farm Dwelling Agreement(s)
Applicants: Leighton Wakata and Karen Wakata
Owners: Leighton Wakata and Karen Wakata
State Land Use: Agricultural
County Zoning: Agricultural (A-1a)
Land Area: 5.287-acres
Tax Map Key: (3) 8-1-005:019

Please accept our apologies for the delay in processing this application.

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 two additional farm dwellings 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

EXHIBIT

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035407

APR 1 2003

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 included the following ongoing and proposed income producing agricultural activities:

- (a) Ongoing agricultural activities include the following:
 - i. Pasturage of 3 registered quarter horses; and
 - ii. Macadamia nut and avocado trees.
 - (b) Proposed agricultural activities include the following:
 - i. Planting of 3-acres of coffee and continued macadamia nut and avocado harvesting.
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)

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. It is noted in the above that the person(s) occupying the additional farm dwelling(s) must be involved in the agricultural activity. For this reason we are approving only **one** additional dwelling. You will need to provide for your aging parents within the confines of the two dwellings

2. The subject lot was created prior to June 4, 1976, which, pursuant to HRS §205-4.5(b), allows the first dwelling on the lot to be a single-family dwelling.

EXHIBIT
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3. The Farm Plan, GE Tax License (ID number 30026373), 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 January 2, 2003):

“We have reviewed the subject application and have the following comments and 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 with a signed “Policy and Conditions for Water (Premises not within service limits of the Department)”.

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 daily flow of 600 gallons as the existing service is.
 2. Installation of a backflow preventer (reduced pressure type) by a licensed contractor on the applicant's/private 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
 - Service Lateral Installation Charge 2,250.00
(Install one meter on Mamalahoa Highway, a County road)
- Total (Subject to change) \$6,600.00

EXHIBIT

A

Leighton & Karen Wakata
Page 4
March 31, 2003

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

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

Taxes are current through 2002

(c) Department of Health:

The Health Department did not comment on this application.

Decision:

In view of the above, your request to construct **one** additional 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. The First Party shall allow the Second Party or its representative to inspect the farm upon reasonable prior notice.

EXHIBIT

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Leighton & Karen Wakata
Page 5
March 31, 2003

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 March 25, 2005 may cause the Director to initiate proceedings to invalidate the AFDA.

Should you have any questions, please contact Jonathan Holmes of this office.

Sincerely,



CHRISTOPHER J. YUEN
Planning Director

JRH:pak
p:\afda\afdajrh\apvl\wakataapvl.doc

Enclosures: AFDA document
AFDA document instruction sheet

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

EXHIBIT

A

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: LEIGHTON WAKATA and KAREN WAKATA

SECOND PARTY: COUNTY OF HAWAII

PROPERTY DESCRIPTION:

TMK: (3) 8-1-005:019

ADDITIONAL FARM DWELLING AGREEMENT

THIS AGREEMENT made and executed this 24th day of March, 2003, by and between **LEIGHTON WAKATA and KAREN WAKATA**, herein called the "First Party," whose mailing address is P.O. Box 2925, Kailua-Kona, Hawaii 96740, and the COUNTY OF HAWAII, herein called the "Second Party."

IT IS HEREBY AGREED that the First Party may construct an additional farm dwelling (the second dwelling) located on the property described by Tax Map Key (3) 8-1-005:019 situated within the State Land Use Agricultural district and zoned Agricultural (A-1a) 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.

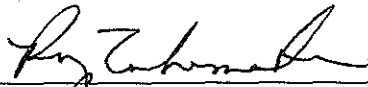
FIRST PARTY:


LEIGHTON WAKATA, Legal Owner


KAREN WAKATA, Legal Owner
WAKATA
Kym

15/10/08

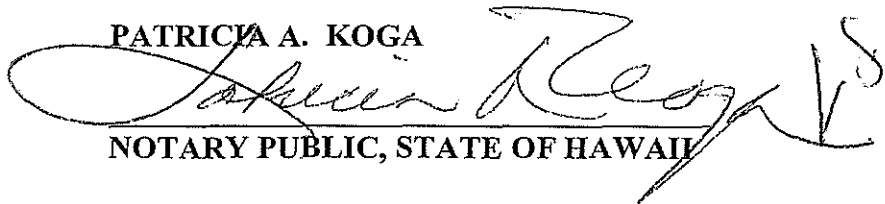
SECOND PARTY:


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

STATE OF HAWAII)
) SS.
COUNTY OF HAWAII)

On this 21st day of July 2004, before me personally appeared
ROY TAKEMOTO, to me personally known, who, being by me duly sworn,
did say that he is the Deputy Planning Director of the County of Hawaii; and that the
Planning Department of the County of Hawaii has no corporate seal; and that instrument
was signed on behalf of the Planning Department of the County of Hawaii, a government
agency, and said ROY TAKEMOTO, 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: 7/17/06

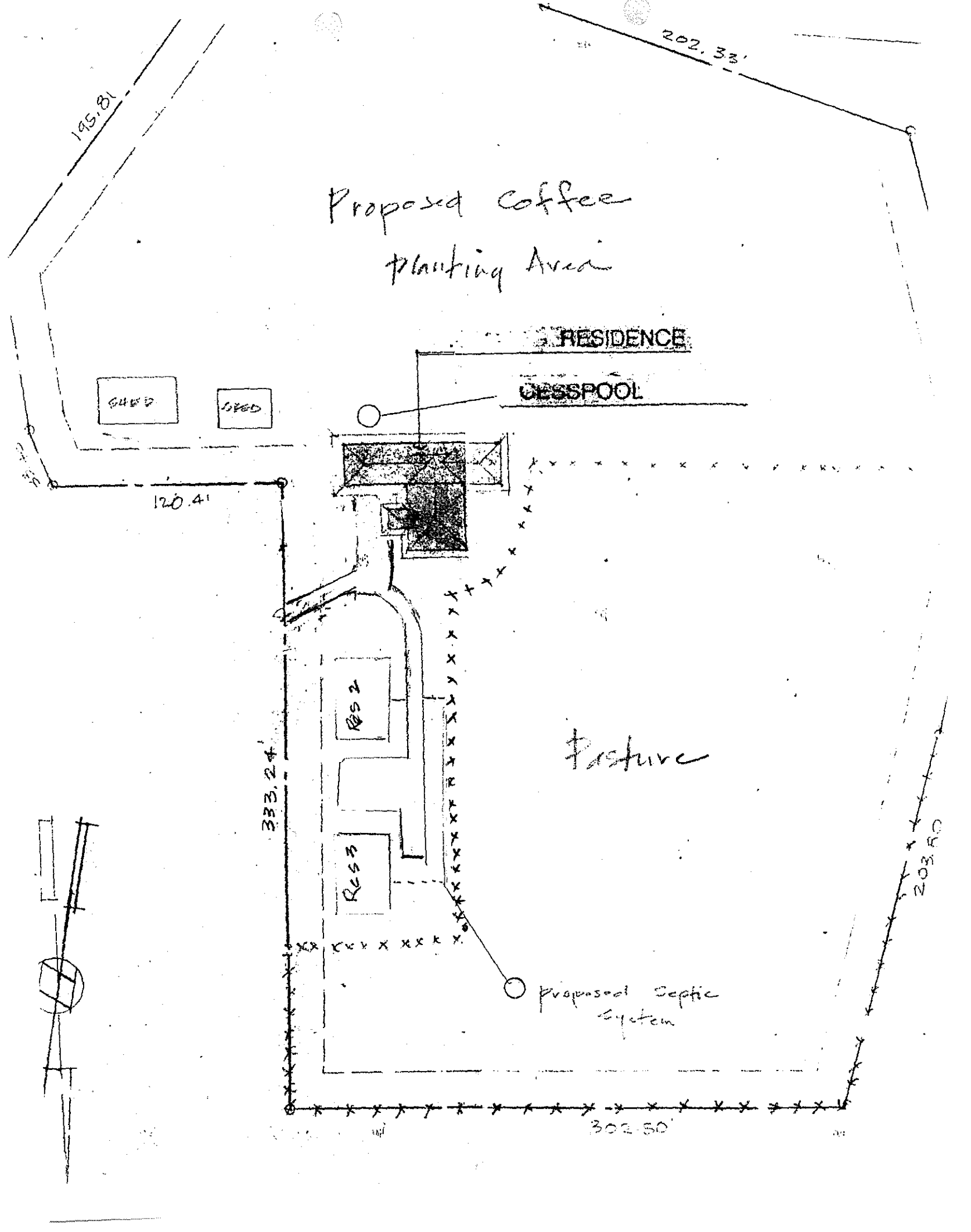
STATE OF HAWAII)
) SS.
COUNTY OF HAWAII)

On this 16 day of June, ²⁰⁰⁴~~2003~~ before me personally ^{for} appeared **LEIGHTON WAKATA** and **KAREN WATADA** to me known to be the ^{Notary} person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Hean M. Nagel
Notary Public, State of Hawaii

15

My commission expires: 01-04-05



Proposed coffee
planting Area

RESIDENCE

POOL

SHED

SHED

Pasture

Proposed Septic
System

195.81'

202.33'

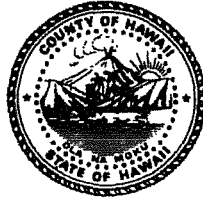
120.41'

333.24'

302.50'

203.80'

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

March 8, 2012

Karen Y. Wakata
P.O. Box 2925
Kailua-Kona, Hawai'i 96740

Dear Ms. Wakata:

SUBJECT: RECORDED ORIGINAL CANCELLATION OF AGREEMENT
AFDA: FDA-03-Wakata
Document No.: 2011-150319
Owner(s): KAREN YOSHIKO WAKATA TRUST
TMK: (3) 8-1-005:019

Enclosed for your records please find the original document of the above-referenced Cancellation of Additional Farm Dwelling Agreement for the subject TMK parcel(s), which was recorded with the State Bureau of Conveyances on September 16, 2011.

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,

for BJ LEITHEAD TODD
Planning Director

KWR:kwr

O:\AFDA\AFDAJRH\recorded afda letters\FDA-03-Wakata\TMK8-1-005-019\Cancellation.doc

Encl.: Recorded AFDA (Original) Document #2011-150319

MAR 09 2012



R-903

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
SEP 16, 2011 12:00 PM

Doc No(s) 2011-150319



/s/ NICKI ANN THOMPSON
REGISTRAR

20 1/1 Z2

AFTER RECORDATION, RETURN BY MAIL TO:

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

Total Pages: 6

TITLE OF DOCUMENT:

CANCELLATION OF ADDITIONAL FARM DWELLING AGREEMENT

PARTIES TO DOCUMENT:

**FIRST PARTY: KAREN Y. WAKATA, TRUSTEE of the Karen Yoshiko
Wakata Trust dated November 2, 1993, as amended**

SECOND PARTY: COUNTY OF HAWAII

PROPERTY DESCRIPTION:

TMK: (3) 8-1-005:019

CANCELLATION OF ADDITIONAL FARM DWELLING AGREEMENT

THIS AGREEMENT made and executed this 15th day of September, 2011, by and between KAREN Y. WAKATA, TRUSTEE of the Karen Yoshiko Wakata Trust dated November 2, 1993, as amended, herein called the "First Party," whose mailing address is Post Office Box 2925, Kailua-Kona, HI 96740, and the **COUNTY OF HAWAII**, herein called the "Second Party,"

WITNESSETH

WHEREAS, an Additional Farm Dwelling Agreement dated March 24, 2003 (hereinafter "AFD Agreement") was entered into by and between Leighton Wakata and Karen Wakata and the Second Party, whereby Leighton Wakata and Karen Wakata were authorized to construct an additional farm dwelling (being the second dwelling) on the property described by Tax Map Key (3) 8-1-005:019 (hereinafter "the Property"); and

WHEREAS, the Property is zoned Agricultural (A-1a) by the County of Hawai'i and classified Agricultural by the Hawai'i State Land Use Commission; and

WHEREAS, the AFD Agreement to construct said improvements was duly recorded with the State of Hawai'i Bureau of Conveyances on July 26, 2004 as Document Number 2004-152013; and

WHEREAS, the Karen Yoshiko Wakata Trust is now the legal owner of the Property, and

WHEREAS, the authorized additional farm dwelling has not yet been constructed on the Property; 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.

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 AFD Agreement is no longer applicable and that the AFD Agreement is hereby declared null and void.

The Second Party agrees that the AFD Agreement no longer constitutes a covenant or encumbrance running with the land as it relates to Tax Map Key (3) 8-1-005:019.

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

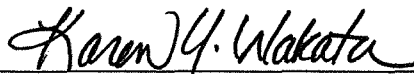
IT IS MUTUALLY AGREED BY AND BETWEEN the parties that if any additional documents are necessary that they will execute same in order that the AFD Agreement no longer constitutes an encumbrance on Tax Map Key (3) 8-1-005:019.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.]

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

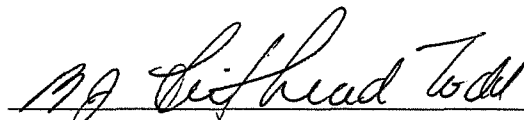
FIRST PARTY:

KAREN Y. WAKATA, TRUSTEE of the Karen
Yoshiko Wakata Trust dated November 2, 1993, as
amended



Karen Y. Wakata, TRUSTEE

SECOND PARTY:



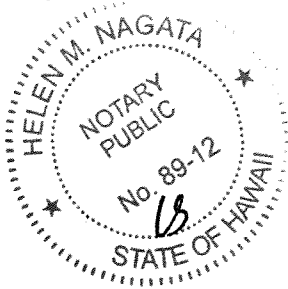
BJ Leithead Todd
Its Planning Director
County of Hawai'i Planning Department

STATE OF Hawaii)
)
COUNTY OF HAWAII)

SS.

AUG - 4 2011

On _____ before me appeared
KAREN Y. WAKATA, TRUSTEE of the Karen Yoshiko Wakata Trust dated November 2,
1993, as amended, to me personally known, 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.



Signature: Helen M Nagata

Name: Helen M. Nagata

Notary Public, State of Hawaii

My commission expires: JANUARY 4, 2013

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT

Document Identification or Description:

Doc. Date: Undated at signing

No. of Pages: 4/MP & 6 [including exhibits]

Jurisdiction: Third Judicial Circuit

Helen M Nagata
Signature of Notary

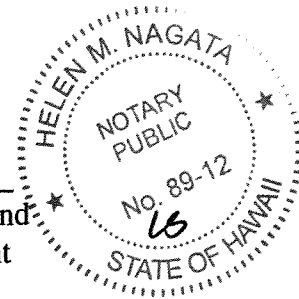
AUG - 4 2011

Date of Notarization and
Certification Statement

Helen M. Nagata

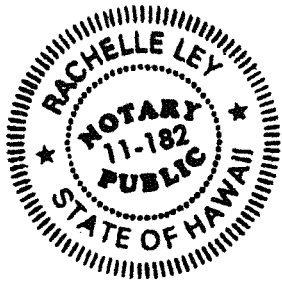
(Official Stamp or Seal)

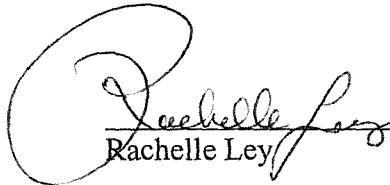
Printed Name of Notary:



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


On September 13, 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

Notary Public, Third Judicial Circuit
State of Hawai'i

My Commission Expires: June 12, 2015

Document Date:	<u>September 13, 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) 8-1-005:019</u>		
 Notary Signature	<u>9/13/2011</u> Date		

