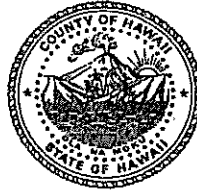


Harry Kim  
Mayor



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

April 8, 2004

Ronald K. Jitchaku Trust  
c/o Lorraine R. Inouye and Vernon B. Inouye, Co-Trustees  
215 Paukaa Drive  
Hilo, Hawaii 96720

Dear Lorraine R. Inouye and Vernon B. Inouye:

**SUBJECT:**            **Additional Farm Dwelling Agreement**  
**Applicants:**        **Ronald K. Jitchaku Trust through Lorraine R. Inouye and Vernon B. Inouye, Co-Trustees**  
**Land Owners:**      **Ronald K. Jitchaku Trust through Lorraine R. Inouye and Vernon B. Inouye, Co-Trustees**  
**State Land Use:**    **Agricultural**  
**County Zoning:**    **Agricultural (A-20a)**  
**Land Area:**         **4.030-acres**  
**Tax Map Key:**       **(3) 2-6-013:040**

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.

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Ronald K. Jitchaku Trust  
c/o Lorraine R. Inouye and Vernon B. Inouye, Co-Trustees  
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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 included the following ongoing and proposed income producing agricultural activities:

- (a) Ongoing agricultural activities include the following:

- i. The activity is proposed.

- (b) Proposed agricultural activities include the following:

- i. Approximately 3 ½ acres of the property will be utilized for this project. Plantings of field stock dracaenas, various landscape plants, to include palms and cycads, and exotic fruit trees will occupy 1 plus acres each.
- ii. It is estimated that Mr. Jitchaku will spend 25 to 30 hours a week on this endeavor. He will live in the first farm dwelling and a helper employee will live in the additional farm dwelling.

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 7439) approved on July 19, 2001, which, pursuant to HRS §205-4.5(b), requires the first dwelling on the lot to be used as a farm dwelling.

Ronald K. Jitchaku Trust  
c/o Lorraine R. Inouye and Vernon B. Inouye, Co-Trustees  
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April 8, 2004

3. The Farm Plan, GE Tax License (ID number 30088775), and the agreement to use the dwelling for agricultural or farm-related activity on the building site demonstrate that there is to 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 (DWS) (Memorandum dated March 22, 2004):

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

For your information, an existing 5/8-inch meter services this property and is adequate for only one dwelling unit at an average 400 gallons per day. Water for the additional farm dwelling is not available at this time, as the existing service is for premises not within the service limits of the Department, meaning the meter does not front the subject parcel. The Department has no objections to the application, subject to the applicant understanding that the additional farm dwelling shall not be hooked up to the existing water service to the property or any other neighboring properties.

Should there be any questions, please contact Ms. Shari Komata of our Water Resources and Planning Branch at 961-8070, extension 252.”

(b) Real Property Tax (RPT) Office (RPT web site inquiry):

Amount Due        \$0.00

(c) Department of Health (Memorandum dated March 22, 2004):

“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 (first AFD) farm dwelling** on the subject property 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

Ronald K. Jitchaku Trust  
c/o Lorraine R. Inouye and Vernon B. Inouye, Co-Trustees  
Page 4  
April 8, 2004

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. In reference to the DWS 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 catchment system which includes a **minimum 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 which includes **an additional 3,000 gallon** water storage capacity for fire fighting and emergency purposes. The emergency water supply system, including the necessary compatible connector system and location of the water storage facility on the property, should meet with the approval of the Hawaii County Fire Department.
5. Your Additional Farm Dwelling Agreement has been approved based entirely 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

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c/o Lorraine R. Inouye and Vernon B. Inouye, Co-Trustees  
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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.

6. The First Party shall allow the Second Party or its representative to inspect the farm upon reasonable prior notice.
7. 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 6, 2006 may cause the Director to initiate proceedings to invalidate the AFDA.

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

Sincerely,



CHRISTOPHER J. YUEN  
Planning Director

JRH:pak

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Enclosure: AFDA document/AFDA document instruction sheet

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

## Additional Farm Dwelling Agreement Instructions

Attached is the Additional Farm Dwelling Agreement form for your approved application. It is important that you follow these instructions in the completion of the form. Failure to complete and submit a properly completed agreement form to the Planning Department for recordation with the Bureau of Conveyances may cause your Additional Farm Dwelling Agreement to be rejected by the Bureau and delay approval of your application for a building permit for the additional farm dwelling. Building permit applications for additional farm dwellings will not be approved by the Planning Department until the AFDA form and the required submittals specified below have been returned to the Planning Department. You may make as many copies of the AFDA document for your records as necessary. A copy of the final recordation page will be available from the Planning Department when received back from the Bureau of Conveyances upon request.

1. All persons in the "First Party" must sign before a Public Notary in the appropriate location on the signature page (Page 4). Photocopies of pages 4 and 5 may be made and sent to any person(s) listed whose notarized signatures are required and then attached to the agreement document along with the original signature page. Facsimiles or FAX copies of signatures will not be accepted.

**Note: All signatures must be the same as the typed name. Therefore, if John L. Doe is the name typed the signature must also be John L. Doe. Signing John Doe or Jonathan L. Doe will cause the agreement document to be rejected by the Bureau of Conveyances for recordation purposes.**

2. Enclose a check or money order in the amount of \$25.00, made out to the Bureau of Conveyance for the recordation fee.
3. Return the **original** completed AFDA document with all required signatures and the recordation fee payment to the Planning Department for the Director's signature and submittal to the Bureau of Conveyances for recordation.

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AFTER RECORDATION, RETURN BY MAIL TO:

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

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TITLE OF DOCUMENT:

**ADDITIONAL FARM DWELLING AGREEMENT**

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PARTIES TO DOCUMENT:

**FIRST PARTY:     RONALD K. JITCHAKU TRUST by TRUSTEES  
                          LORRAINE R. INOUYE and VERNON B. INOUYE**

**SECOND PARTY:    COUNTY OF HAWAII**

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PROPERTY DESCRIPTION:

**TMK: (3) 2-6-013:040**

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ADDITIONAL FARM DWELLING AGREEMENT

THIS AGREEMENT made and executed this 20<sup>th</sup> day of October, 2003, by and between **RONALD K. JITCHAKU TRUST by TRUSTEES LORRAINE R. INOUE and VERNON B. INOUE**, herein called the "First Party," whose mailing address is 215 Paukaa Drive, Hilo, Hawaii 96720, 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) 2-6-013:040 situated within the State Land Use Agricultural district and zoned Agricultural (A-20a) 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.

STATE OF HAWAII )  
 ) SS.  
COUNTY OF HAWAII )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2004 before me personally appeared **RONALD K. JITCHAKU TRUST by TRUSTEES LORRAINE R. INOUYE and VERNON B. INOUYE** 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.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

STATE OF HAWAII        )  
                                  ) SS  
COUNTY OF HAWAII    )

On this \_\_\_\_ day of \_\_\_\_\_, 2004 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: \_\_\_\_\_

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

FIRST PARTY:

**RONALD K. JITCHAKU TRUST** by

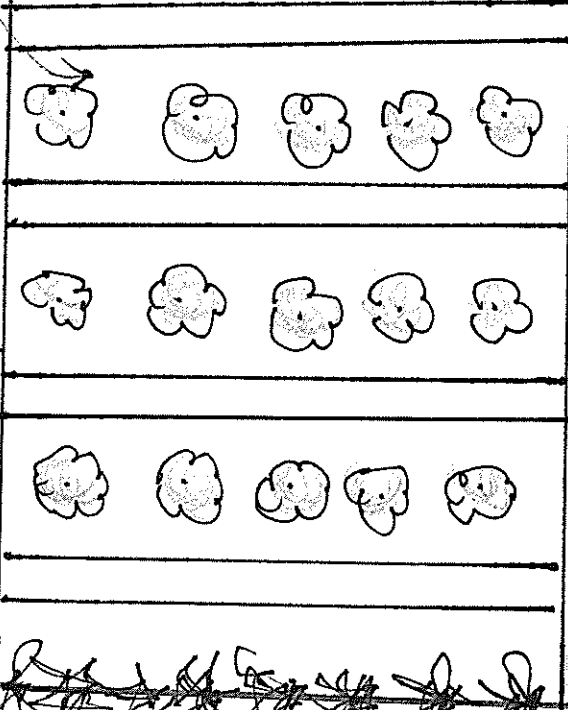
By: \_\_\_\_\_  
**LORRAINE R. INOUYE**, Trustee

By: \_\_\_\_\_  
**VERNON B. INOUYE**, Trustee

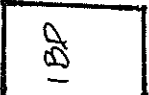
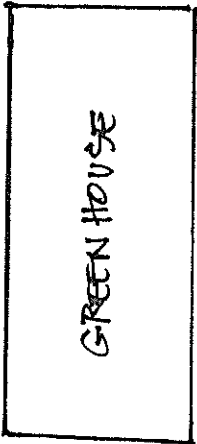
SECOND PARTY:

\_\_\_\_\_  
**CHRISTOPHER J. YUEN**, Planning Director  
County of Hawaii Planning Department

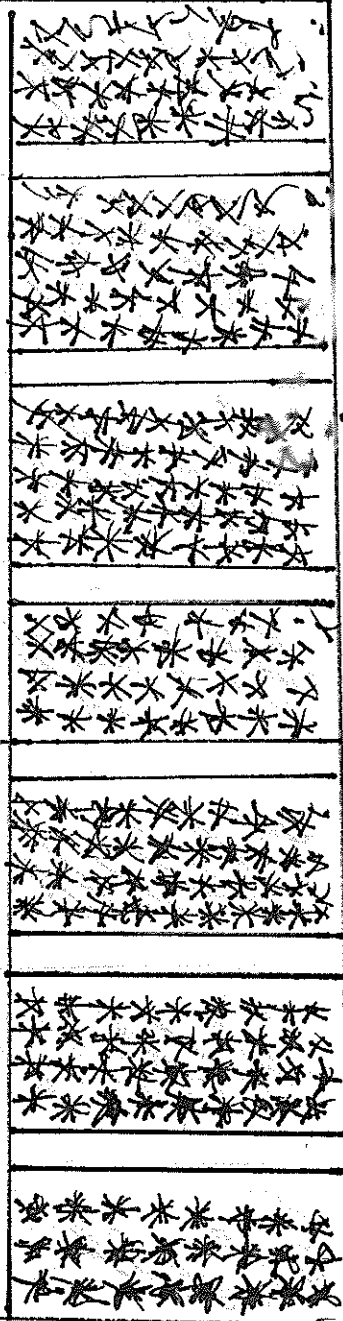
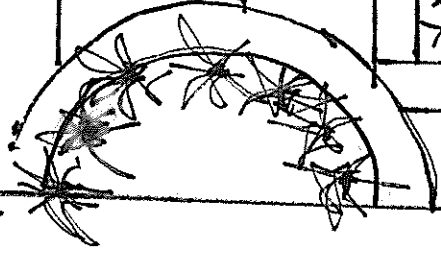
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