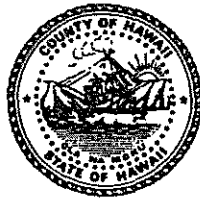


**Harry Kim**  
Mayor



**Christopher J. Yuen**  
Director

**Brad Kurokawa, ASLA**  
**LEED® AP**  
Deputy Director

**County of Hawaii**  
**PLANNING DEPARTMENT**

101 Pauahi Street, Suite 3 • Hilo, Hawaii 96720-4224  
(808) 961-8288 • FAX (808) 961-8742

August 14, 2008

All Aina Services  
P.O. Box 291  
Laupahoehoe, Hawaii 96764

Dear All Aina Services:

**SUBJECT: Additional Farm Dwelling Agreement (FDA-08-000219)**  
**Applicant: All Aina Services**  
**Land Owners: Edmonds Family Trust**  
**State Land Use: Urban**  
**County Zoning: A-10a**  
**Land Area: 10.459 Acres**  
**Tax Map Key: (3) 3-5-004:008**

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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. Name, address and signature of the applicant/landowner.
2. A farm plan or evidence of the applicants' 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:

- i. Three acres of fruit trees (approximately 540 trees) including mango, lychee,
- ii. longon, mountain apples, rose apples and avocado. These trees require rehabilitation due to past neglect; and
- iii. The present caretaking of the farm requires at least 30 hours per week.

(b) Proposed agricultural activities include:

- i. Additional low-bearing coconut palms; and
- ii. An average of 50 labor hours per week are anticipated, more when full harvest is realized.

3. Applicants' commitment to the farm plan will be shown in the form of the enclosed Additional Farm Dwelling Agreement affidavit, to be notarized and submitted for recordation with the Bureau of Conveyances, which states that the additional dwelling shall be used for farm-related purposes.

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 6013) approved on March 20, 1991, which, pursuant to HRS §205-4.5(b), requires the first dwelling on the lot to be a farm dwelling.
3. The Farm Plan 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.

4. In addition, the following agencies have submitted their comments as stated below:

(a) Department of Water Supply (DWS) (Letter dated June 24, 2008):

“We have reviewed the subject applications.

Water can be made available from the end an existing 8-inch waterline along Nanu Street within Papaaloa Subdivision fronting the property.

Therefore, pursuant to Rule 5 of the Department’s Rules and Regulations, a copy of which is being forwarded to the applicant, a water commitment may be issued. Based on the two (2) additional units requested in the proposed 2-unit development, the required water commitment deposit is \$300.00.

Remittance by the applicant of the \$300.00 is requested as soon as possible so that a water commitment may be formally issued. The commitment will be in writing with specific conditions and effective dates stated. Please keep in mind that this letter shall not be construed as a water commitment. In other words, unless a water commitment is officially effected, water availability is subject to change without notice, depending on the water situation.

For the applicant’s information, final subdivision approval will be subject to the following requirements:

1. Construct necessary water system improvements, which shall include, but not be limited to:
  - a. service laterals that will accommodate appropriately-sized meters to each lot, and
  - b. subject to other agencies’ requirements to construct improvements within the road right-of-way fronting the property affected by the proposed development, the applicant shall be responsible for the relocation and adjustment of the Department’s affected water system facilities, should they be necessary.

Submit construction plans and design calculations prepared by a professional engineer, architect, or land surveyor, registered in the State of Hawai‘i, for review and approval.

2. Remit the prevailing facilities charge, which is subject to change, as shown below:

**FACILITIES CHARGE (FC):**

FC paid and service laterals installed for a 1-inch meter	
<u>2 additional units @ \$5,500.00/unit</u>	<u>\$11,000.00</u>
Total Facilities Charge	\$11,000.00

This is due and payable upon completion of the installation of the required water system improvements.

3. Should it be necessary submit the appropriate documents, properly prepared and executed, to convey the water system improvements and necessary easements to the Water Board of the County of Hawai'i prior to water service being granted. A registered land surveyor shall stamp and certify the metes and bounds description within the conveyance documents. However, prior to water meter services being granted to the development, or any lots within, the conveyance documents shall be accepted by the Water Board.

For the applicant's information, water usage through the existing 1-inch meter shall not exceed 3 units of water or an average of 1,200 gallons per day.

Should there be any questions, please call Mr. William Atkins of our Water Resources and Planning Branch at 961-8070, extension 254."

- (b) Real Property Tax Office (RPT):

The RPT office did not respond to this application as of this date.

- (c) Department of Health (DOH) (Memorandum dated July 31, 2008):

"We recommend that you review all of the Standard Comments on our website: [www.state.hi.us/health/environmental.env-planning/landuse.html](http://www.state.hi.us/health/environmental.env-planning/landuse.html). Any comments specifically applicable to this project should be adhered to.

Wastewater Branch has no objection to the additional farm dwelling."

In view of the above, your request to construct a **third (first AFD) 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 signature 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.

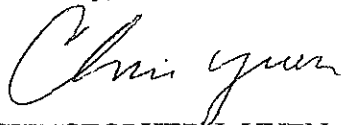
The Planning Department will not approve a building permit application for the additional dwelling until the AFDA document and all required attachments have been accepted for recordation.

3. The First Party shall comply with 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.
5. Your AFDA has been approved based on ongoing/expanded agricultural activity as summarized previously in this letter. It is required that the First Party (property owners) 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 Hawai'i Planning Department) of the Agreement may allow time extensions and modifications for good cause shown by the First Party.
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. The applicant must secure a building permit for the additional farm dwelling within that time. Failure to secure a building permit for this additional farm dwelling on or before July 30, 2010 may cause the Director to initiate proceedings to invalidate the AFDA.
6. The First Party is required to comply with all requirements of the State and Federal taxation authorities as regards income derived from the agricultural activity.

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

Sincerely,



CHRISTOPHER J. YUEN  
Planning Director

JRH:cs

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Enclosures: AFDA document  
AFDA document instruction sheet

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

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AFTER RECORDATION, RETURN BY MAIL TO:

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

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TITLE OF DOCUMENT:

**ADDITIONAL FARM DWELLING AGREEMENT**

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PARTIES TO DOCUMENT:

**FIRST PARTY: EDMONDS FAMILY TRUST**

**SECOND PARTY: COUNTY OF HAWAI'I**

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PROPERTY DESCRIPTION:

**TMK: (3) 3-5-004:008**

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ADDITIONAL FARM DWELLING AGREEMENT

THIS AGREEMENT made and executed this 14<sup>th</sup> day of August, 2008, by and between **THE EDMONDS FAMILY TRUST, JAMES EDMONDS and HARVEST EDMONDS, TRUSTEES**, herein called the "First Party," whose mailing address is P.O. Box 199, Papaaloa, Hawai'i 96780 and the **COUNTY OF HAWAI'I**, 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) 3-5-004:008 situated within the State Land Use Urban 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.



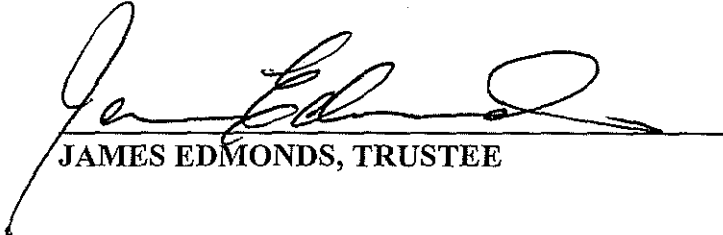
IT IS HEREBY FURTHER AGREED that if the property is situated within the State Land Use Agricultural district, the Second Party may impose a fine of not more than \$5,000 for violation of Section 205-4.5, Hawai'i Revised Statutes. If the violation is not corrected within six months of such citation and 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, Hawai'i 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 Hawai'i Revised Statutes, relative to permitted uses within the State Land Use Agricultural district. This Agreement is also in conformance with Chapter 25, Hawai'i County Code, as amended.

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

FIRST PARTY:

**THE EDMONDS FAMILY TRUST, Legal owner**



A handwritten signature in black ink, appearing to read "James Edmonds", is written over a horizontal line.

**JAMES EDMONDS, TRUSTEE**



A handwritten signature in black ink, appearing to read "Harvest Edmonds", is written over a horizontal line.

**HARVEST EDMONDS, TRUSTEE**

SECOND PARTY:



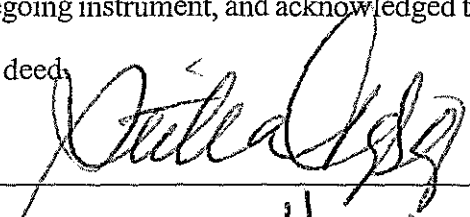
A handwritten signature in black ink, appearing to read "Chris Yuen", is written over a horizontal line.

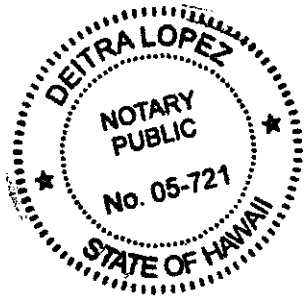
**CHRISTOPHER J. YUEN, Planning Director  
County of Hawaii Planning Department**

STATE OF HAWAI'I  
COUNTY OF HAWAI'I

)  
) SS.  
)

On this 18<sup>th</sup> day of September, 2008 before me personally  
appeared **JAMES EDMONDS and HARVEST EDMONDS, TRUSTEES OF  
THE EDMONDS FAMILY TRUST** 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 Hawaii



My commission expires: 11/21/2009

STATE OF HAWAII NOTARY CERTIFICATION

Doc. Description: Farm Dwelling Agreement

Date of Document: 9/18/08 # Pages: 7

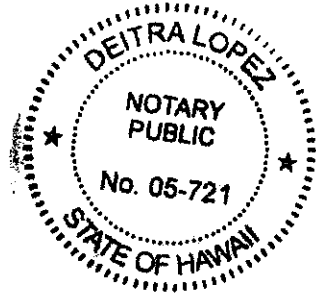
Date of Notarization: 9/18/08

*Deitra Lopez*

Notary Public Signature  
Print Name: Deitra Lopez

Notary Public, State of Hawaii, Third Circuit

Notary Commission No. 05-1721



(Stamp or Seal)

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

On this 3rd day of October, 2008 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 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 **CHRISTOPHER J. YUEN** acknowledged the instrument to be the free act and deed of said Planning Department, County of Hawai'i.

Patricia A. Koga

*Patricia A. Koga*  
\_\_\_\_\_  
Notary Public, State of Hawai'i

My commission expires: 07/17/10

Doc. Date: 8/14/08 # Pages: 6  
Patricia A. Koga Third Circuit  
Doc. Description: Additional Fee  
Swelling Agreement  
Patricia A. Koga OCT 3 2008  
Notary Signature Date  
My commission expires 2010  
NOTARY CERTIFICATION

2008 MAY 30 AM 10 55

PLANNING DEPARTMENT  
COUNTY OF HAWAII

Edmonds Family Trust  
TMK (3) 3-5-004:008  
Scale 1/4" = 40'

