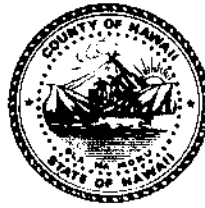


William P. Kenoi
Mayor



Duane Kanuha
Director

Bobby Command
Deputy Director

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

October 28, 2014

Lori Mikkelsen
All Aina Services
P.O. Box 291
Laupahoehoe, HI 96764

Dear Ms. Mikkelsen:

SUBJECT: Application:	Additional Farm Dwelling Agreement (FDA-14-000361)
Applicant:	DALE KADOTA and KATHLEEN KENTISH LUCERO
Land Owner:	DALE MASAO KADOTA and KATHLEEN KENTISH LUCERO
State Land Use:	Agricultural
County Zoning:	A-5a (Agricultural, Minimum Building Site of Five Acres)
Land Area:	2.50 Acres
Tax Map Key:	(3) 2-8-006:017 Por. of Kulaimano Homesteads, S. Hilo, Hawai'i

We have received your application for Additional Farm Dwellings along with supplemental information for review, which was deemed complete as of May 7, 2014. Pursuant to authority conferred to the Planning Director by Chapter 25 (Zoning), Article 5, Division 7, Section 25-5-77 of the Hawai'i County Code and Planning Department Rule 13, Farm Dwellings, we have reviewed your request for **one (1) additional farm dwelling** on the subject property and have **approved** your request subject to the following.

BACKGROUND INFORMATION

- 1. Subject Property:** Portion of Kulaimano Homesteads, South Hilo, Hawai'i
- 2. Lot Size:** 2.50 Acres.
- 3. State Land Use:** Agricultural.
- 4. County Zoning:** A-5a (Agricultural, minimum building site of Five Acres).

5. **Existing Structures:** Guest House
6. **Proposed Request:** Convert existing Guest House into an Additional Farm Dwelling.
7. **Farm Plan includes the following existing and proposed income-producing agricultural activities:**
 - a. **Existing agricultural activities include:**
 - i. Maintenance and harvest of citrus trees
 - ii. Maintenance and harvest of banana trees
 - b. **Proposed agricultural activities include:**
 - i. Addition of Koi ponds
 - ii. Addition of more citrus trees
 - iii. Addition of chickens for eggs
 - iv. Growing of herbs, edible flowers, and vegetables
7. **Receipts Provided:** Purchase Invoice for a Greenhouse at a cost of \$9,045.00.
8. **Estimated Time Required:** The farm activity will require a minimum of fifty-eight (58) hours per week.
9. **Rationale for Establishing AFD:** To use in connection with a proposed farm and to correct unpermitted renovations done to the permitted guest house by the previous property owners.

FINDINGS

1. Chapter 205, Hawai'i 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 HRS Chapter 205-4.5 **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 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.
3. The Farm Plan and the agreement to use the dwelling for agricultural or farm-related activity

on the building site demonstrate that there is or will be income-producing agricultural activity.

4. In addition, the following agencies have submitted their comments as identified below:
 - a. Department of Water Supply (DWS) has provided comments. (*See attached copy of DWS memo dated August 26, 2014*)
 - b. Department of Health (DOH) has provided comments regarding the use of individual wastewater systems and soil quality of former sugarcane lands. (*See attached copy of DOH memo dated July 31, 2014*)

DECISION AND CONDITIONS

In view of the above, your request to construct **one (1) Additional Farm Dwelling** on the property is **approved** subject to the following conditions:

1. Your AFDA has been approved based on existing and proposed agricultural activity as summarized in this letter.
2. The AFD shall be used for farm-related purposes and 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 additional farm dwelling.
3. An Additional Farm Dwelling Agreement affidavit shall be notarized and submitted to the Planning Department for recordation with the Bureau of Conveyances, which states that the additional dwelling shall be used for farm-related purposes.
4. 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 AFD 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 \$31.00 in accordance with the enclosed AFDA 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 sent for recordation by the Planning Department.**
5. All other applicable rules, regulations, and requirements of the Planning Department (including but not limited to the Hawai'i County Code, Chapter 25, Zoning), Department of Public Works, Department of Water Supply, Fire Department and State Department of Health and any other reviewing agencies/divisions listed on the Building Permit (BP) Application shall be adhered to.

6. The applicant is responsible for any State and Federal tax consequences due to the income produced from the farm activity.
7. The First Party (as identified in the Additional Farm Dwelling Agreement) shall allow the Second Party or its representative to inspect the farm upon reasonable prior notice.
8. DWS has determined that one (1) water unit can be made available to support the AFD.
9. This AFD shall be valid for a period of two (2) years from the date of this approval letter to secure a Building Permit (BP) for the AFD. Failure to secure a BP for this AFD on or before October 24, 2016 may cause the Director to initiate proceedings to invalidate the AFD.

Please feel free to contact Jonathan Holmes of this office at (808) 961-8288 or jonathan.holmes@hawaiicounty.gov should you have any further questions and/or concerns.

Sincerely,



DUANE KANUHA
Planning Director

JRH/AK:nci

P:\Admin Permits Division\AFDA\2014\28006017 KadotaLucero FDA-14-000361\Apv\KadotaLucero28006017Apv1.doc

Enclosures: AFDA document
AFDA document instruction sheet
DWS and DOH Comment Letters

xc: Manager-Chief Engineer, DWS
Administrator, RPT
GIS Section (via email)

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 this page may be made and sent to any persons listed on the page 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. The date on page 2 will be filled in when the agreement is signed by the Planning Director; please leave it blank.
3. Enclose a check or money order in the amount of \$31.00, made payable to the Bureau of Conveyances, for the recordation fee.
4. 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. **"Exhibit A" is part of this agreement document**; please return it with the signed and notarized agreement.

AFTER RECORDATION, RETURN BY MAIL TO:

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

TITLE OF DOCUMENT:

ADDITIONAL FARM DWELLING AGREEMENT (FDA-14-000361)

PARTIES TO DOCUMENT:

**FIRST PARTY: DALE MASAO KADOTA and KATHLEEN KENTISH
LUCERO**

SECOND PARTY: COUNTY OF HAWAI'I

PROPERTY DESCRIPTION:

TMK: (3) 2-8-006:017

ADDITIONAL FARM DWELLING AGREEMENT

THIS AGREEMENT made and executed this ____ day of _____, 20____, by and between **DALE MASAO KADOTA and KATHLEEN KENTISH LUCERO**, herein called the "First Party," whose mailing address is 856 Kilauea Avenue 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 and third farm dwelling located on the property described by Tax Map Key (3) 2-8-006:017, 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 dwellings 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, 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 Hawaii 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:

DALE MASAO KADOTA, Landowner

KATHLEEN KENTISH LUCERO, Landowner

SECOND PARTY:

DUANE KANUHA, Planning Director
County of Hawai'i Planning Department

STATE OF _____)
) SS.
COUNTY OF _____)

On this _____ day of _____, 20__ before me
personally appeared **DALE MASAO KADOTA and KATHLEEN KENTISH
LUCERO**, 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: _____

2014 AUG -1 AM 9:42




STATE OF HAWAII
DEPARTMENT OF HEALTH
P.O. BOX 916
HILO, HAWAII 96721-0916

MEMORANDUM

DATE: July 31, 2014

TO: Duane Kanuha
Planning Director, County of Hawaii

FROM: Newton Inouye 
District Environmental Health Program Chief

SUBJECT: Application: Additional Farm Dwelling Agreement
(FDA-14-000361)
Applicants: DALE KADOTA and
KATHLEEN KENTISH LUCERO
Land Owners: DALE MASAO KADOTA and
KATHLEEN KENTISH LUCERO
State Land Use: Agricultural
County Zoning: A-5a (Agricultural, Minimum Building Site of
Five Acres)
Land Area: 2.50 Acres
Tax Map Key: (3)2-8-006:017 Portion of Kulaimano Homesteads,
S. Hilo, Hawai'i

The use of individual wastewater systems is allowed. The type and number of individual wastewater systems to be used will be determined by the wastewater rules in effect at the time of building permit application.

Lands formerly used for sugarcane production are now being developed into communities where residential homes, schools and commercial businesses are being constructed. Chemicals associated with the sugarcane industry persist in soil today and may be a threat to public health and the environment. Elevated arsenic levels were discovered in soil at former sugarcane production areas on the islands. The HEER Office has identified former sugarcane production areas for assessment throughout the state and plans to work with property owners to conduct environmental assessments to identify and address elevated soil arsenic levels prior to finalizing development plans for the properties.

093358

We recommend that you review all of the Standard Comments on our website:
<http://hawaii.gov/health/environmental/env-planning/landuse/landuse.html>. Any comments specifically applicable to this project should be adhered to.

The same website also features a Healthy Community Design Smart Growth Checklist (Checklist) created by Built Environment Working Group (BEWG) of the Hawaii State Department of Health. The BEWG recommends that state and county planning departments, developers, planners, engineers and other interested parties apply the healthy built environment principles in the Checklist whenever they plan or review new developments or redevelopment projects. We also ask you to share this list with others to increase community awareness on healthy community design.



**PLANNING DEPARTMENT
COUNTY OF HAWAII**

2014 AUG 27 PM 3:09
DEPARTMENT OF WATER SUPPLY COUNTY OF HAWAII
345 KĒKŪANAŌ'A STREET, SUITE 20 • HILO, HAWAII 96720
TELEPHONE (808) 961-8050 • FAX (808) 961-8657

August 26, 2014

TO: Mr. Duane Kanuha, Director
Planning Department

FROM: Quirino Antonio, Jr., Manager-Chief Engineer

SUBJECT: **ADDITIONAL FARM DWELLING AGREEMENT APPLICATION**
(FDA-14-000361)
APPLICANT – DALE KADOTA AND KATHLEEN KENTISH LUCERO
TAX MAP KEY 2-8-006:017

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

The Department has no objections to the proposed additional farm dwelling. Please be informed that the subject parcel does not have an existing water service with the Department. The applicant's documents submitted with the subject application show an existing dwelling with a water catchment system. The parcel does not front upon a Department of Water Supply waterline and is, therefore, considered to be out-of-bounds. Parcels that are out-of-bounds are limited to just one (1) unit of water. One (1) unit of water allows for an average daily usage of 400 gallons served through a 5/8-inch meter and is suitable for one (1) single-family dwelling.

Based on the above information, one (1) unit of water can be made available to the parcel, subject to the applicant signing and following the conditions of an out-of-bounds agreement with the Department of Water Supply (DWS) and payment of the facilities charge and the service lateral installation cost for a 5/8-inch meter, which are shown below. Per the terms of the out-of-bounds agreement, the meter would need to be located adjacent to a DWS waterline and, the applicant would be responsible for installing a private customer waterline from the meter to the applicant's parcel. Applicant would also be responsible for any permits and easements required for the installation. Please note that two (2) dwellings may not share a 5/8-inch meter.

Please be informed, should the application be approved, both dwellings shall not share the proposed meter, and the water system plumbing between the two (2) dwellings shall not be interconnected in any way.

Remittance of the following charges, which are subject to change, would be required.

Mr. Duane Kanuha, Director

Page 2

August 26, 2014

FACILITIES CHARGE (FC):

Initial service to the parcel	\$1,190.00
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SERVICE LATERAL INSTALLATION CHARGE:

<u>Install one meter on Kulaimano Homestead Road, a county road</u>	<u>\$4,000.00</u>
Total (Subject to Change)	\$5,190.00

Based on the proposed land use, a reduced pressure type backflow prevention assembly would have to be installed on private property within five (5) feet of any meter serving the property. The installation must be inspected and approved by the Department before water service can be activated.

Should there be any questions, please contact Mr. Troy Samura of our Water Resources and Planning Branch at 961-8070, extension 255.

Sincerely yours,



Quirino Antonio, Jr., P.E.
Manager-Chief Engineer

TS:dfg

copy – All Aina Services