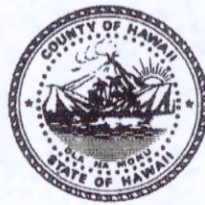


William P. Kenoi
Mayor



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
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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

December 9, 2015

Gregory D. & Rebecca Hendrickson
82-1120 Nanaina Lani Place
Captain Cook, Hi 96704

Dear Gregory & Rebecca Hendrickson:

SUBJECT: Application: ADDITIONAL FARM DWELLING AGREEMENT (FDA-15- 000386)
Applicants: Gregory D. & Rebecca Hendrickson
Land Owners: Gregory D. & Rebecca Hendrickson
State Land Use: Agriculture
County Zoning: A-5a
Land Area: 3.003 acres
Location: Nanaina Lani Place, Captain Cook, Hi 96704
Tax Map Key: (3) 8-2-011: 025-0001

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: Sub-6683 January 24, 1996 at Kahauloa 1st., South Kona
2. Lot Size: 3.028 Acres
3. State Land Use: Agriculture
4. County Zoning: A-5a
5. Proposed Request: One Additional Farm Dwelling
6. **Farm Plan includes the following existing income-producing agricultural activities:**
 - a. **Existing agricultural activities include:**
 - i Sheep Grazing (11)-----grassed area of the site
 - ii. Avocado Orchard-----52,272 sq. ft. (1.2 acre)
 - iii. Native Tree Seed Orchard & Nursery-----52,272 sq. ft. (1.2 acre)

iv. Commercial Herb Crop-----5,000 sq. ft. (0.114acre)

7. **In addition, you have provided evidence of a General Excise Tax License.**

8. **Evidence of Agricultural Income: Estimated gross income: Future projected earnings**

	Year 3	Year 4	Year 5	Year 6
Avocados-----	\$ 510	\$2,040	\$4,080	\$6,120
Native Tree seedlings-----		\$22,000	\$22,000	\$22,000
Commercial Herb Crops-----	\$572	\$572	\$572	\$572
Total-----	\$1,082	\$24,612	\$26,652	\$28,692

9. **Rational for Establishing AFD:** To accommodate farm help.

FINDINGS

- 1 Chapter 205, Hawaii Revised Statutes (HRS), the State Land Use Law does not authorize residential dwellings as a permitted used 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 after June 4, 1976 which requires the first dwelling on the lot to be a farm dwelling.
3. The Farm Plan and the agreement to use the additional dwelling for agricultural or farm-related activity on the building site demonstrate that there will be income-producing agricultural activity in the future.
4. In addition, the following agencies have submitted their comments as identified below:
 - a. Department of Water Supply (DWS): Memo dated 11/23/15 refers to memo dated 09/11/14 which still stands for this application (TMK: 8-2-011-025-0001). The subject property does not have existing water service with the DWS and it is not within the service limits of the DWS. Property elevation also excludes water service. DWS does not have any objections to the proposed application as long as the applicant is aware that no public water service is available.
 - b. Department of Health (DOH): DOH recommends that the applicant review all of the Standard Comments on their 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. Recommend that parties apply the healthy built environment principles in the Checklist.

DECISION AND CONDITIONS

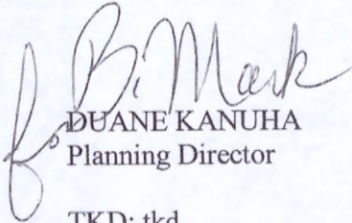
In view of the above, your request to construct one (1) Additional Farm Dwelling on the property is approved subject to the following conditions:

1. Your AFDA has been approved based on existing and proposed agricultural activity as summarized in your application and this letter.
2. The AFD shall be used for farm-related purposes and provide shelter for persons involved in the agriculture 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 Registrar of the Land Court, State of Hawaii, 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 signature(s) along with a check made out to the Bureau of Conveyances in the amount of \$31.00 in accordance with the enclosed AFDA Instructions.
5. All other applicable rules, regulations, and requirements of the Planning Department (including but not limited to the Hawaii 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 noted that no additional water meter is available at this time. Planning suggests the following:
 - a. Any dwelling not serviced by a County water system should be provided with and maintain a private potable rain-water catchment system with a minimum capacity of 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 with an additional minimum storage capacity of 3,000 gallons for fire-fighting and other emergency purposes. The emergency water supply system, including the necessary compatible connection devices and the location of the water storage unit on the property, should meet with the approval of the Hawaii County Fire Department.
9. This AFD shall be valid for a period of two 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 December 8, 2017 may cause the Director to initiate proceedings to invalidate the AFD.

Gregory D. & Rebecca Hendrickson
Additional Farm Dwelling (FDA-15-000386)
Page 4
December 9, 2015

Please feel free to contact Terry Dunlap of this office at (808) 323-4770 or terry.dunlap@hawaiicounty.gov should you have any further questions and/or concerns.

Sincerely,



DUANE KANUHA
Planning Director

TKD: tkd

\\coh22\Planning\Staff\Terry\REVIEWS\TMK 8-2-011-025 Hendrickson AFD\AFDA Hendrickson Review TMK 8-2-011-025.doc

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

XC: Chief Sanitarian, DOH
Manager-Chief Engineer, DWS
Administrator, RPT

XC via email
W/encl: GIS Section

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 from the Bureau of Conveyances. 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 5). 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. Please leave the document undated (on Page 2), as the Planning Department will date the document when it is signed by the Director.
3. Enclose a check or money order in the amount of **\$31.00**, made out to the **Bureau of Conveyances**, for the Bureau of Conveyance 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.

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
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Hilo, Hawai'i 96720
Phone (808) 961-8288
Fax (808) 961-8742

October 30, 2015

Gregory D. & Rebecca Hendrickson
P.O. Box 124
Kealahou, HI 96750

Dear Gregory & Rebecca Hendrickson

SUBJECT: Application: ADDITIONAL FARM DWELLING AGREEMENT (FDA-15-000386)
Applicants: Gregory D. & Rebecca Hendrickson
Land Owners: Gregory D. & Rebecca Hendrickson
State Land Use: Agriculture
County Zoning: A-5a
Land Area: 3.028 acres
Location: Mauka of Hawaii Belt Road approximately 1.9 miles south of NaPooPoo
Tax Map Key: (3) 8-2-011:025-0001

This is to acknowledge receipt of the Additional Farm Dwelling Agreement Application and required submittals on October 28, 2015.

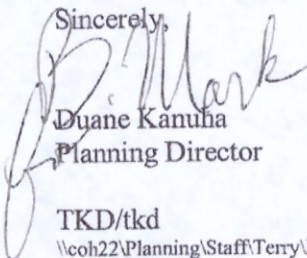
The subject lot was created after June 4, 1976, which pursuant to HRS §205-4.5(b), requires the first dwelling on the lot to be a farm dwelling.

By copy of this letter, we have transmitted a copy of your Additional Farm Dwelling Agreement Application and attachments to the Department of Research and Development (R&D), Department of Finance's Real Property Tax Division (RPT), the Department of Water supply (DWS), Soil and Water Conservation District and the State of Hawaii Department of Health (DOH) for their review and comments.

A decision on the Additional Farm Dwelling Agreement shall be made no later than December 29, 2015.

If you have any questions concerning your Additional Farm Dwelling Agreement, please contact Mr. Terry Dunlap of the Planning Department at 808 323-4774 or terry.dunlap@hawaiiicounty.gov.

Sincerely,


Duane Kanuha
Planning Director

TKD/tkd

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Gregory D. & Rebecca Hendrickson
Page 2 of 2
AFD 15-000386
October 30, 2015

xc: Chief Sanitarian, DOH w/application
Manager-Chief Engineer, DWS w/ application

Keita Jo, Real Property Tax Division (RPT), via email
keita.jo@hawaiicounty.gov

Rex Jitchaku, Real Property Tax Division (RPT), via email
rex.jitchaku@hawaiicounty.gov

Stan Sitko, Real Property Tax Division (RPT), via email
stan.sitko@hawaiicounty.gov

Glenn Sako, Department of Research and Development (R&D), via email
glenn.sako@hawaiicounty.gov

Hannah Conley, Natural Resources Conservation Services (NRCS), via email
hannah.conley@hi.nacdnet.net

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: GREGORY D. HENDRICKSON

REBECCA HENDRICKSON

SECOND PARTY: COUNTY OF HAWAII

PROPERTY DESCRIPTION:

TMK: (3) 8-2-011: 025-0001

ADDITIONAL FARM DWELLING AGREEMENT

THIS AGREEMENT made and executed this _____ day of _____, 20 ____, by and between GREGORY D. HENDRICKSON, REBECCA HENDRICKSON hereinafter referred to as the "First Party," whose mailing address is P.O.Box 124 Kealakekua, Hawaii 96750 and the COUNTY OF HAWAII, hereinafter referred to as the "Second Party."

WHEREAS,

IT IS HEREBY AGREED that the First Party may construct a second farm dwelling located on the property described by Tax Map Key (3) 8-2-011: 025-0001 situated within the State Land Use Agricultural district and zoned Agricultural (A-5a) (the "Property") 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 of Hawai'i and County laws and rules and regulations change to authorize said farm dwelling, upon request of the First Party, its successors, heirs, personal representatives and assigns, 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 shall impose a fine against the First Party, its successors, heirs, personal representatives and assigns, of not more than \$5,000.00 for violation of any provision under section 205-4.5, Hawaii Revised Statutes. If the First Party fails to remove such violation within six months of such citation and the violation continues to exist, the First Party shall be subject to a citation for a new and separate violation. There shall be a fine of not more than \$5,000 for any additional violation. The Second Party may impose fines for any violation of Chapter 25, Hawaii County Code, as amended, in accordance with the procedures and fine schedule outlined in Section 25-2-35 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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

GREGORY D. HENDRICKSON, Legal Owner

REBECCA HENDRICKSON, Legal Owner

FIRST PARTY

COUNTY OF HAWAII

By _____
Duane Kanuha
Planning Director

SECOND PARTY

STATE OF HAWAII)
) SS.
COUNTY OF HAWAII)

On this _____ day of _____, 20__ before me personally appeared GREGORY D. HENDRICKSON, REBECCA HENDRICKSON 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 HAWAI'I)
) SS.
 COUNTY OF HAWAI'I)

On this ____ day of _____ 2015, before me personally appeared Duane Kanuha, to me personally known, who, being by me duly sworn, did say that Duane Kanuha 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 Duane Kanuha acknowledged the instrument to be the free act and deed of said Planning Department, County of Hawai'i.

 Rachelle Ley

Notary Public, State of Hawai'i
 Third Judicial Circuit

My Commission Expires: June 12, 2019

Document Date: _____	No. of Pages: _____
Notary Name: <u>Rachelle Ley</u>	<u>Third Judicial Circuit</u>
Doc. Description: <u>Additional Farm Dwelling Agreement</u>	
<u>Tax Map Key (3) 8-2-011: 025-0001</u>	
Notary Signature	Date