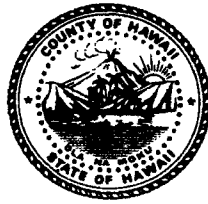


Mitchell D. Roth
Mayor

Lee E. Lord
Managing Director

West Hawai'i Office
74-5044 Ane Keohokālole Hwy
Kailua-Kona, Hawai'i 96740
Phone (808) 323-4770
Fax (808) 327-3563



County of Hawai'i
PLANNING DEPARTMENT

Zendo Kern
Director

Jeffrey W. Darrow
Deputy Director

East Hawai'i Office
101 Pauahi Street, Suite 3
Hilo, Hawai'i 96720
Phone (808) 961-8288
Fax (808) 961-8742

June 9, 2021

Wendy L. Graves
P.O. Box 617
Honaunau, HI 96726

Dear Ms. Graves:

Additional Farm Dwelling Agreement (FDA-21-000509)

Applicant(s): Wendy L. Graves
Owner(s): Wendy Leigh Graves
State Land Use: Agricultural
County Zoning: Agricultural (A-5a)
Land Area: 5.004 acres
TMK: (3) 8-7-004:038 (COR-21-140680)

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:** Por. Haleili to Alae 2nd, South Kona, Island of Hawai'i, Hawai'i.
2. **Lot Size:** 5.004 acres, Lot 9-F
3. **State Land Use:** Agricultural (A).
4. **County Zoning:** A-5a.
5. **Proposed Request:** One Additional Farm Dwelling.
6. **Existing Structures:** There is a single-family dwelling, which was permitted in 2018.
7. **Building Permits:** There is a building permit of record in Real Property Tax Records for

SCANNED
JUN 15 2021

one dwelling (Building Permit #BK2018-00006) issued on January 3, 2018.

8. **Farm Plan:** Includes the following proposed income-producing agricultural activities.
 - a. **Proposed agricultural activities include:**
 - i. There are plans to plant approximately ½-acre to 1-acre of the parcel in 2021 with a variety of fruit trees (approximately 218 fruit trees per farm plan) including: avocado with varieties of Sharwell, Ota, Malama and Yamagata, and banana trees, papaya, Ulu fruit, dragon fruit, Lilikoi Passion trees, Passion Fruit vine, a Mango tree, and a vegetable garden. Expansion is planned for a variety of crops to be planted to 3-acres of the property.
9. **Evidence of Agricultural Activity:** There is evidence of existing agricultural activity and proposed agricultural income and expenses reported with their application, evidence of General Excise Tax License, and invoices showing expenses for related to planting the above crops.
10. **Rationale for Establishing AFD:** To create a farm that supports establishing endemic plant species, sustaining the Hawaiian Culture, and harvesting and distributing the crops to the local markets, for justification for the additional farm dwelling.

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 subdivision information is not available for this subject parcel. 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 is income-producing agricultural activity.
4. In addition, the following agencies have submitted their comments as identified below:
 - a. Department of Water Supply (DWS) memo dated June 2, 2021.
 - b. Department of Health (DOH) – No comments received as of this date.

- c. Department of Finance – Real Property Tax (RPT) memo dated May 12, 2021.

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 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, State of Hawai'i, which states that the additional dwelling shall be used for farm-related purposes.
4. The farming enterprise shall be commercial in nature and up to seventy-five percent (75%) of your proposed farm plan shall be implemented within three (3) years from the AFDA approval date. The Planning Department shall be allowed to inspect the farm upon reasonable prior notice.
5. 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 **\$41.00** 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.

6. 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.
7. The applicant is responsible for any State and Federal tax consequences due to the income produced from the farm activity.

8. 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.
9. DWS has noted that the subject parcel does not have a County approved water service at present, and an additional water service is not available for the additional dwelling.
10. 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 **June 9, 2023**, may cause the Director to initiate proceedings to invalidate the AFD.
11. An initial extension of time for the performance of conditions within the permit may be granted by the Planning Director upon the following circumstances:
 - A. Non-performance is the result of conditions that could not have been foreseen or are beyond the control of the applicants, successors, or assigns and that are not the result of their fault or negligence.
 - B. Granting of the time extension would not be contrary to the General Plan or Zoning Code.
 - C. Granting of the time extension would not be contrary to the original reasons for the granting of the permit.
 - D. The time extension granted shall be for a period not to exceed the period originally granted for performance (i.e., a condition to be performed within one year may be extended for up to one additional year).

Should any of these conditions not be met or substantially complied with in a timely fashion, the Planning Director may initiate procedures to revoke this permit.

In reference to the Department of Water Supply's comment, we suggest the following:

- a. "Any existing and/or future dwellings not serviced by County water system constructed on the property shall have a minimum 6,000-gallon water storage facility for domestic consumption for water catchment. This catchment system shall 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. Provide a water supply system sufficient for firefighting consisting of a minimum 3,000 gallons of water per existing and/or proposed future dwelling on the property meeting with the approval of the Hawaii County Fire Department. If dwellings are more than 50 feet apart, 4,000 gallons of water per dwelling will be required".

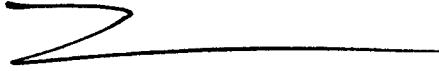
Wendy L. Graves

June 9, 2021

Page 5

Please feel free to contact Rosalind Newlon of this office at (808) 323-4770 or email rosalind.newlon@hawaiicounty.gov should you have any further questions and/or concerns.

Sincerely,



ZENDO KERN
Planning Director

RJN:rjn

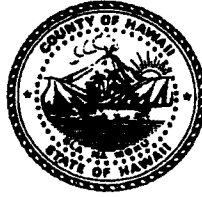
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Enclosures: AFDA document
AFDA document instruction sheet
Exhibit A

cc: Chief Sanitarian, State of Haw. Dept. of Health
Manager-Chief Engineer, Haw. County Dept. of Water Supply
Lisa Miura, Administrator, Haw. County Real Property Tax Division
Lisa.Miura@hawaiicounty.gov

cc via email: GIS Section w/enclosures

Harry Kim
Mayor



Collins Tomei
Finance Director

Deanna S. Sako
Deputy Director

County of Hawai'i

DEPARTMENT OF FINANCE - REAL PROPERTY TAX

Aupuni Center • 101 Pauahi Street • Suite No. 4 • Hilo, Hawai'i 96720-4679 • Fax (808) 961-8415
Appraisers (808) 961-8354 • Clerical (808) 961-8201 • Collections (808) 961-8282
West Hawai'i Civic Center • 74-5044 Ane Keohokalole Hwy. • Bldg. D, 2nd Flr. • Kailua Kona, Hawai'i 96740
Fax (808) 327-3538 • Appraisers (808) 323-4881 • Clerical (808) 323-4880

PLANNING DEPARTMENT

County of Hawaii
74-5044 Ane Keohokalole Hwy
Kailua Kona, HI 96740

RECEIVED MAY 14 2021

Date: 5/12/2021 Tax Map Key: 8-7-004-038-0000

FDA-21-000509

To: Planning Director
From: Real Property Tax Office
Subj: Request for Comments and/or Review

Comments from the Appraisal Section:

- Property is receiving agricultural use value
- Property is dedicated to agricultural use
- Possible rollback taxes
- There are no comments at this time

Remarks: parcel currently has no ag use or ag exemption (1/2 acre near future & 1 1/2 2022 future) of the 5 total acres.

Appraiser to Contact: Jennifer Long Phone: 808-323-4883

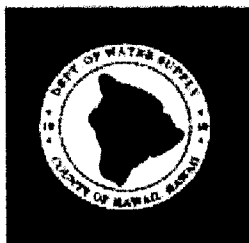
Comments from the collection section:

- Status of real property taxes:
- Current
- Delinquent / Amounts \$ _____
Amount includes tax, penalty & interest up to _____

Remarks:

Collection personnel to contact: Tashanna Costez
Phone: 808-961-8284

Hawai'i County is an Equal Opportunity Provider and Employer



DEPARTMENT OF WATER SUPPLY • COUNTY OF HAWAII

345 KEKUANAŌ'A STREET, SUITE 20 • HILO, HAWAII 96720

TELEPHONE (808) 961-8050 • FAX (808) 961-8657

June 2, 2021

COPL PLANNING DEPT
JUN 3 2021 9:42 AM

TO: Mr. Zendo Kern, Director
Planning Department

FROM: Keith K. Okamoto, Manager, Chief Engineer

SUBJECT: Additional Farm Dwelling Agreement (FDA 21-000509)
Applicant – Wendy L. Graves
Tax Map Key 8-7-004:038 (COR-21-140680)

REC'D PLANNING DEPT. REC.

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

The subject parcel does not have an existing water service with the Department, as the parcel is not within the service limits of the Department's existing water system.

Therefore, the Department has no objections to the proposed application, subject to the applicant understanding and accepting that the Department cannot provide service to the proposed additional farm dwelling.

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

Sincerely yours,

Keith K. Okamoto, P.E.
Manager, Chief Engineer

LS:dfg

cc: Ms. Wendy L. Graves

JUN 17 2021

Water: Our Most Precious Resource... *Kū Wai ʻā Kūne*

The Department of Water Supply is an Equal Opportunity provider and employer.

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 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.

Please have your notary print their name underneath their signature line.

2. Enclose a check or money order in the amount of \$41.00, made out to the Bureau of Conveyance, for the Bureau of Conveyance 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.

AFTER RECORDATION, RETURN BY MAIL TO:

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

TITLE OF DOCUMENT:

ADDITIONAL FARM DWELLING AGREEMENT (FDA-21-000509)

PARTIES TO DOCUMENT:

FIRST PARTY: WENDY LEIGH GRAVES

SECOND PARTY: COUNTY OF HAWAI'I

PROPERTY DESCRIPTION:

Portion of Haleili to Alae 2nd, South Kona,
Hawai'i Island, Hawaii

TMK: (3) 8-7-004:038

ADDITIONAL FARM DWELLING AGREEMENT

THIS AGREEMENT made and executed this ___ day of _____, 2021, by and between **WENDY LEIGH GRAVES**, herein called the "First Party," whose mailing address is P.O. Box 617, Honaunau, HI 96726 and, the **COUNTY OF HAWAI'I**, herein called the "Second Party."

IT IS HEREBY AGREED that the First Party may construct one additional farm dwelling (note: the additional farm dwelling of this agreement is the approved second additional farm dwelling; and, in chronological and numerical order, the second additional farm dwelling is also the second single-family dwelling) located on the real property of Lot 9-F. The property Lot 9-F is described as a Portion of Haleili to Alae 2nd, South Kona, Island of Hawai'i, Hawai'i containing 5.004 acres, **Tax Map Key (3) 8-7-004:038**, situated in the 1 State Land Use Agricultural district and zoned Agricultural (A-5a) by the Second Party.

IT IS HEREBY ACKNOWLEDGED that the First Party FEE OWNER is the legal owner of the property described above.

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 this agreement shall run with the land and apply to a lessee or tenant of the lot or of any portion of Lot 9-F.

IT IS HEREBY FURTHER AGREED that should the pertinent provisions of the State and County laws, 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, for the property, Lot 9-F, situated within the State Land Use Agricultural district, any land use and zoning violations that is determined by the Second Party to be caused by the First Party, a LESSEE or a TENANT, the Second Party may impose fines in violation of Hawaii Revised Statutes section 205-4.5. 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 a first violation; for any additional violation, there shall be a fine of not more than \$5,000. The Second Party may also impose fines for any violation of Hawaii County Code Chapter 25, as amended, according to the procedures and fine schedule of Hawaii County Code – Zoning Code sections 25-2-30 through -2-36.

IN CONSIDERATION OF THE AFORESAID, the Second Party hereby approves this Agreement to be in conformity with Hawai'i Revised Statutes sections 205-2 and 205-4.5, consistent with the permitted uses of the State Land Use Agricultural district. This Agreement also conforms to Hawai'i County Code Chapter 25, as amended.

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

FIRST PARTY:

WENDY LEIGH GRAVES

SECOND PARTY:

ZENDO KERN, Planning Director
County of Hawai'i Planning Department

STATE OF HAWAII

)

) SS.

COUNTY OF HAWAII

)

On this _____ day of _____, 2021 before me personally appeared WENDY LEIGH GRAVES, to me known to be the person described herein and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Notary Public, State of Hawaii

My commission expires: _____

STATE OF HAWAII)
) SS.
 COUNTY OF HAWAII)

On this ____ day of _____, 20__, before me personally appeared Zendo Kern 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 Zendo Kern 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, 2023

Document Date:	_____	No. of Pages:	_____
Notary Name:	Rachelle Ley	3rd Judicial Circuit	
Doc. Description:	_____ _____		
Notary Signature	Date		

