



R-389

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

JUL 06, 2011 12:00 PM

Doc No(s) 2011-105529



/s/ NICKI ANN THOMPSON
REGISTRAR

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AFTER RECORDATION, RETURN BY MAIL (X) PICK-UP ()

PLANNING DEPARTMENT
COUNTY OF HAWAII
101 Pauahi Street, Suite 3
Hilo, Hawaii 96720

TITLE OF DOCUMENT:

WATER VARIANCE AGREEMENT

PARTY TO DOCUMENT:

Parker Ranch, Inc.
67-1435 Mamalahoa Highway
Kamuela, Hawai'i 96743

PROPERTY DESCRIPTION:

Tax Map Key: (3) 4-6-011: 008 Kawela, Hamakua, Hawai'i

WATER VARIANCE AGREEMENT

PARKER RANCH, INC., whose mailing address is 67-1435 Mamalahoa Highway Kamuela, Hawai`i 96743 (hereinafter referred to as "Subdivider"), hereby agrees to the following stipulations and covenants in compliance with Condition No. 2 of Variance Permit No. 10-052, as granted on February 23, 2011, by the PLANNING DIRECTOR, PLANNING DEPARTMENT, COUNTY OF HAWAII, whose address is 101 Pauahi Street, Suite 3 Hilo, Hawai`i 96720 (hereinafter referred to as "Department"), concerning a variance from the minimum water requirements of the Subdivision Control Code for Tax Map Key: (3) 4-6-011: 008, located at Kawela, Homesteads, Hamakua, Hawai`i, County and State of Hawai`i:

The Subdivider, its assigns, or successors or assigns agrees and accepts the fact that:

1. A County dedicable public water system is not now able to service two of the three lots resulting from the proposed subdivision (SUB 10-001016). Should the Council adopt a Unified Impact Fees Ordinance setting forth criteria for the imposition of exactions or the assessment of impact fees, conditions included herein shall be credited towards the requirements of the Unified Impact Fees Ordinance.
2. The County will not, at this time, bear the responsibility of supplying public water to the proposed or affected additional lots created by SUB 10-001016 not serviced by a County water system. No further subdivision of the lots created by SUB 10-001016 will be permitted unless county water system requirements and other requirements of Chapter 23, Subdivisions, are met.
3. Any lots created by SUB 10-001016 may not be made subject to a condominium property regime.

4. Any dwelling constructed on the proposed lots created by SUB 10-001016 not serviced by a County water system shall be provided with and maintain a private potable rainwater catchment system which includes a minimum 6,000-gallon water storage capacity for domestic consumption or potable uses. This private rainwater catchment system shall adhere to any 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.

5. Each permitted dwelling shall be provided with and maintain a private water supply system which includes an additional minimum 3,000-gallon water storage capacity for fire fighting and emergency purposes. The location and capacity of the emergency water supply system, including the necessary compatible connector system, shall meet with the approval of the Hawai'i County Fire Department. The Hawai'i County Fire Department also advises as a precautionary measure for other uninhabited agricultural structures that consideration be given to the provision of similar water storage system for fire fighting and emergency purposes.

6. In the event that there are any amendments or changes to the subdivision after the agreement is signed, the Subdivider, its successors or assigns, shall be responsible for informing the County Planning Department of such amendments or changes so that the agreement can be amended concomitantly. Further, the written or recorded agreement shall be binding upon the owner(s), their successors or assigns, and shall be incorporated as an exhibit and made part of each agreement of sale, deed, lease, or similar documents affecting the title or ownership of the existing property or approved subdivided

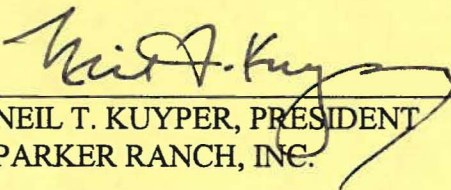
lots.

7. In the event that the County notifies the owner(s) of the lot(s) created by SUB 10-001016 that the County Water System has been upgraded or an improvement district initiated to enable service to the additional lots, the owner(s) of the additional lots shall participate in such improvement district or shall pay their pro-rata share of the upgrade and installation of laterals, as determined by the Department of Water Supply and this variance shall become null and void upon written consent from the affected agencies.

8. The Subdividers and all grantees, successors, and assigns acknowledge that the additional lots resulting from SUB 10-001016 were created by a variance from the normal subdivision requirements of Hawai'i County, and that there are no special or unusual circumstances applying to the property which deprive the owner of substantial property rights or to a degree which obviously interferes with the best use or manner of development of the property, and hence, no grounds exist or will exist for a variance from the subdivision code to permit further subdivision of the property, and those changes in the owner's personal or financial situation after acquiring the property also will not constitute grounds for a variance from the subdivision code to permit further subdivision of the property.

The undersigned has read and agrees to such provisions which shall run with the land.

DATED: Kamuela, Hawaii, this 15th day of March, 2011.
(City) (State)


NEIL T. KUYPER, PRESIDENT
PARKER RANCH, INC.

STATE OF HAWAII)
) ss.
COUNTY OF HAWAII)

On this 15th day of March, 2011, before me personally appeared **NEIL T. KUYPER**, personally known/proved to me on the basis of satisfactory evidence, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity and acknowledged that he executed the same by signing, and delivering the same.



Shawn R. Saito
Name: Shawn R. Saito
Notary Public, State of Hawai'i
My commission expires: 8/26/11

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Water Variance Agreement

Document Date: 3/15/11

No. of Pages: 5

Jurisdiction (in which notarial act is performed):

Third Circuit

Shawn R. Saito 3/15/11
Signature of Notary Date of Notarization and
Certification Statement

Shawn R. Saito
Printed Name of Notary



(Notary Stamp or Seal)