

COUNTY OF HAWAI'I PLANNING DEPARTMENT

BACKGROUND REPORT

DOUGLAS AND KATHRYN HICKEY

SPECIAL PERMIT APPLICATION NO. 21-000222 (SPP 21-000222)

DOUGLAS AND KATHRYN HICKEY submitted an application for a Special Permit to legitimize the establishment of a venue for weddings and similar gatherings on an approximately 2-acre portion of a 20-acre condominium property regime unit of an 80-acre property situated in the State Land Use Agricultural District. The subject property is located at 76-1297 Waiono Ranch Road, about 1.5 miles east and mauka of the Māmalahoa Highway – Waiono Ranch Road intersection, Waiono Meadows, Hōlualoa, North Kona, Hawai'i, TMK: (3) 7-6-002:028: Portion of 0001.

APPLICANT'S REQUEST

1. **Request:** Douglas and Kathryn Hickey applied for a Special Permit to construct and operate a venue for weddings and similar gatherings with associated improvements on a 2-acre portion of 20-acre CPR Unit 1 within an 80-acre property. The proposed project consists of the following components:
 - The applicants propose to construct a new, 3,000 square foot event venue structure situated south of the existing farm dwelling. The structure will consist of approximately 1,300 square feet of enclosed space, including a reception/dance floor space, four bathrooms, a catering preparation and service area, two wedding party dressing rooms and two utility/linen storage rooms. The remaining 1,700 square feet of space will consist of a covered lanai.
 - The applicants propose to offer no more than 75 events per year as outlined in number 5 below.
 - No food preparation will be allowed for events on the CPR unit, instead food will be brought by the guests or provided by caterers or food trucks. Alcohol will be permitted at events but not provided by the applicants.
 - No amplified music will be allowed outdoors. Music and dancing will occur within the 211-square foot enclosed "dance hall" portion of the proposed venue.
 - A Public Address system may be used in ceremonies so that attendees may hear the officiant and other speakers. Such a system would have established volume

limits monitored by decibel meters that will be installed on property boundaries and will provide alerts to the applicants and logged to ensure compliance with acceptable residential noise levels. Furthermore, the applicants propose planting screening vegetation that will further reduce noise and light impacts to surrounding properties.

- The applicants propose to limit traffic to 20 vehicles per event inclusive of vendors and shuttle vans or minibuses for guest transportation.
 - The applicants request to continue to use the grounds of the permit area (but not the applicant's home) with temporary event tents and port-a-potties, to accommodate 20 rescheduled events and already reserved events, until construction of the wedding venue structure is completed.
 - The applicants will continue to live on site in the existing farm dwelling.
2. **Employees:** The applicants expect to have three to five full-time employees for the events venue.
 3. **Hours of Operation:** Events will be held daily between 11:00 a.m. and 10:00 p.m. by reservation. No overnight accommodations are proposed.
 4. **Types of Events:** Events will be limited to weddings, vow renewals, community, and charity events. Examples of community events include Donkey Mill Art Center fundraisers, luncheon for the Kona Coffee Pageant, Hope Services Hawai'i dinner, and school field trips to learn about farming. Approximately 5% of events annually are planned to be community and charitable events.
 5. **Frequency and Number of Visitors:** The applicants are proposing a maximum of 75 events per year, or an average of less than two events per week would be held, with a maximum of four events per week. According to the applicants, 50 of the proposed annual events will have 50 or fewer guests, 20 of the proposed annual events will have 80 or fewer guests and 5 of the proposed annual events will have up to 100 guests.
 6. **Construction Timetable/Estimated Cost:** The applicants propose to complete construction within one year of receiving all the necessary planning and building permits. The estimated cost of the proposed venue and related improvements is \$300,000.
 7. **Prior Operation:** According to the application, the applicants have been operating an event venue out of their home on CPR Unit 1 for about three (3) years without a Special Permit, and without complaints from the neighbors. Upon learning of permitting

requirements for the operation of the event venue the applicants stopped taking reservations while pursuing a Special Permit. Additionally, all previously scheduled events have been postponed indefinitely due to the COVID-19 pandemic.

8. **Previous Application:** The applicants applied for a similar use in 2020. At the September 2020 Leeward Planning Commission meeting, the applicants requested to withdraw the application to make changes to address concerns of neighbors, the Planning Department and Planning Commissioners.
9. **Landowner:** The landowner of CPR Unit 1 is listed by the County's Real Property Tax Division as Douglas Hickey, who authorized Land Planning Hawaii, LLC., to apply for the Special Permit on behalf of Mr. & Mrs. Hickey. CPR Unit 1 is part of the Hawaii Greener Pastures Partnership Condominium Property Regime (CPR), which also includes CPR Unit 2 owned by Steven Grossman and Audrey Taylor, CPR Unit 3 owned by the Buckner-Mitchell Trust, and CPR Unit 4 owned by Parker/Kabumoto LLC.
10. **Supportive Information:** The applicants have submitted the attached in support of the request: **(Planning Department Exhibit 1 – Special Permit Application received December 1, 2020, Planning Department Exhibit 2- December 1, 2020 letter from Kern & Associates, Planning Department Exhibit 3- December 23, 2020 letter from Land Planning Hawaii LLC, Planning Department Exhibit 4- January 7, 2021 letter from Land Planning Hawaii with Supplemental Information, Planning Department Exhibit 5- January 26, 2021 email from John Pipan with potable water trucking estimates, Planning Department Exhibit 6 – March 17, 2021 email from John Pipan with number of previously booked/rescheduled events)**

STATE AND COUNTY PLANS

11. **State Land Use District:** Agricultural.
12. **County Zoning:** Agricultural 20-Acre (A-20a). The Agricultural zoning district provides for agricultural and very low-density agriculturally based residential use, encompassing rural areas of good to marginal agricultural and grazing land, forest land, game habitats, and areas where urbanization is not found to be appropriate.
13. **General Plan LUPAG Map Designation:** Important Agricultural Lands. Important Agricultural Lands are those with better potential for sustained high agricultural yields because of soil type, climate, topography, or other factors.

14. **Kona Community Development Plan (KCDP):** The Kona CDP, adopted by the Hawai'i County Council by Ordinance No. 08-131 on September 25, 2008, identifies the preferred land use pattern for the Kona districts. The subject property is located outside of the Kona Urban Area and outside of any Rural Town Areas.
15. **Special Management Area (SMA):** The project site is not within the County's Special Management Area (SMA). The SMA is a part of the Coastal Zone Management Program regulated by the County. The property is approximately 3.5 miles from the nearest coastline.

DESCRIPTION OF THE PROPERTY AND SURROUNDING AREA

16. **Subject Property, CPR Unit 1, and Permit Area:** The subject property consists of 80 acres at an elevation of about 2,400 feet, with an uphill slope in the easterly (mauka) direction. Structures on the property include one farm dwelling on each CPR Unit 1, 2, and 3. CPR Unit 4 does not contain a farm dwelling according to County tax records. There are three drainage easements within the 80-acre property. CPR Unit 1, which is located in the southeastern corner of the property, is 20-acres in size and rectangular in shape. There is one drainage easement that runs through the southern half of CPR Unit 1. The proposed 2-acre Permit Area is situated on the eastern portion of the CPR Unit, and includes the existing farm dwelling, proposed venue site, parking areas, and driveway. According to County tax records, structures on CPR Unit 1 include a farm dwelling constructed in 2001 and an agricultural storage building built in 2000. According to the applicants, the agricultural storage building includes an attached coffee drying and processing area.
17. **Surrounding Zoning/Land Uses:** Surrounding properties are similarly zoned Agricultural with a 20-acre minimum lot size (A-20a) and consist of forest, pastureland, coffee farms and farm dwellings. The Wai'aha Springs State Forest Reserve borders the Property to the north. The subject property is part of the Waiono Meadows subdivision, an 11-lot subdivision created in 1987 with lot sizes ranging from 38 to 1,068 acres.
18. **USDA Soil Survey Report:** Soils in the Permit Area are classified as 'Hua-Hōnaunau' Series, described as volcanic ash over pāhoehoe lava flows with 10 to 20 percent slopes; it is poorly drained with a high runoff rate.
19. **Land Study Bureau Soil Rating:** The Permit Area is designated as "D" or "Poor" for agricultural productivity.

20. **Agricultural Lands of Significance to the State of Hawai‘i (ALISH):** The Permit Area is classified as “Other” important agricultural land, which are lands of statewide or local importance for the production of food, feed, fiber, and forage crops. These lands can be farmed satisfactorily by applying greater inputs of fertilizer and other soil amendments, drainage improvements, erosion control practices, flood protection and produce fair to good crop yields when managed properly.
21. **Flood Zone:** The property and Waiono Ranch Road are located within Zone X, determined by FEMA to be an area of minimal flood hazard.
22. **Floral/Fauna Resources:** No formal flora or fauna study of CPR Unit 1 and the Permit Area has been done, and the applicants do not believe that rare or endangered floral or faunal resources are likely to be found in the Permit Area as it has been cleared and the surrounding area farmed for many years. Approximately 8 acres of the CPR Unit are dedicated to coffee production. There are also fruit trees, ‘ōhi‘a trees and koa trees scattered across the CPR Unit. Non-native trees include Indian almond, African tulip, and common guava. The applicants also maintain a large vegetable garden for their own use. Fauna in the Permit Area consists of introduced bird species, domestic animals such as cats and dogs, and rats and feral pigs. Approximately ½ acre will be disturbed to construct the proposed wedding venue structure. According to the DLNR Forestry and Wildlife Division (DOFAW), listed, threatened, and endangered animal species that have the potential to occur in the general vicinity of the Permit Area include the Hawaiian Hawk, Hawaiian hoary bat, and various threatened and endangered seabirds that may transit the Permit Area flying to upland breeding colonies. The DOFAW recommends various measures be implemented to avoid or minimize impacts of the proposed project on these species. DOFAW also recommends measures be taken to prevent the spread of Rapid ‘Ōhi‘a Death if an ‘ōhi‘a will be removed, trimmed, or injured in the Permit Area.
23. **Archaeological/Historical/Cultural Resources:** No formal archaeological study of CPR Unit 1 and the Permit Area has been done. However, in letters dated April 4, 2013 for a grubbing permit (included as exhibit B in the application) and dated July 28, 2020 for the previous application submitted in 2020, the State Historic Preservation Division (SHPD) determined no historic properties would be affected by the proposed use due prior ground disturbance. There are no known historic sites on the property listed on the State or National Register of Historic Places. There are no known valued cultural or historical

resources in the Permit Area that would be affected by the proposed project and there is no evidence of any traditional and customary Native Hawaiian rights being practiced on the site.

24. **Public Access:** There is no known public access to the mountains or the shoreline that runs through the Permit Area.

Public Facilities, Utilities and Services

25. **Access and Parking:** The subject property is about 1.5 miles east (mauka) of Māmalahoa Highway and is accessed via Waiono Ranch Road, which is one-lane (12-foot wide) paved roadway with grass shoulders within an 80-foot-wide private road lot (Road Lot 11), that is owned by Waiono Meadows Ranch, LTD. According to the deed to the property, the Hawaii Greener Pastures Partnership (under which the applicant's CPR unit was created) were granted a nonexclusive and perpetual easement for roadway and utilities purposes designated as Easement 13, over upon, across, and through Road Lot 11 (**Planning Department Exhibit 7 –1997 Limited Warranty Deed granted to Hawaii Greener Pastures Partnership**). That deed further requires that the grantee, *"...shall be responsible for one-tenth (1/10th) of the liability and maintenance, repair, and other obligations relating to the aforementioned Lot 11 (and any substitute easement or road parcel agreed upon in accordance with the terms of that certain Deed, dated March 18, 1980, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 14588, at Page 768) for which the owners of the lots in said "Waiono Meadows" subdivision are responsible, as a group, under the terms of said Deed"* The 1980 deed referenced above further articulates the applicant's roadway maintenance, repair and liability responsibilities related to Road Lot 11 (**Planning Department Exhibit 8 –Deed dated March 18, 1980**). From Waiono Ranch Road into the property there is an existing 10-foot-wide paved driveway extending 900 feet in length. The applicants propose to provide 6 parking spaces including 1 accessible parking space to persons with disabilities near the venue. An additional gravel parking area will be provided beside the coffee orchard, which will be graveled and provide parking for shuttle vans and buses. The Department of Public Works recommends the applicants provide two access improvements to the Waiono Ranch Road/Māmalahoa Highway intersection: 1) verify sight distance at the intersection and trim any vegetation as necessary to maintain minimum sight distance; and 2) improve the Waiono Ranch Road/Māmalahoa Highway

intersection to accommodate two-lanes of traffic for safe ingress and egress from the highway by specifically widening Waiono Ranch Road to 20 feet for a distance of 50 feet from the edge of pavement of the highway and have a minimum of 4-foot aprons at the highway connection.

26. **Traffic Impacts:** The applicants submitted a Traffic and Road Assessment Report prepared in October 2020 by Island Engineering LLC, reporting existing traffic volume, and projecting increase traffic volume related to wedding events, detailing existing roadway and traffic safety conditions, and recommending mitigation efforts to reduce impacts to the road and maintaining roadway safety. According to the report, the Waiono Ranch Road pavement is in satisfactory condition for approximately one mile from Māmalahoa Highway and the remaining 0.5 miles has moderate spalling and several potholes. Additionally, at the 0.7-mile marker, an intermittent stream crosses over the roadway surface which has an abrupt grade change, causing vehicles to slowly maneuver the crossing. According to the Police Department (via letter enclosed in the report) there have been a total of five minor traffic accidents on Waiono Ranch Road in the last 15 years. According to the report, existing traffic on Waiono Ranch Road is low (averaging approximately 17 vehicles per hour observed between 6am and 6pm) and made up primarily by residents of the area and farm workers. Observed traffic over a 24-hour period was 237 vehicles. While not in the report, the applicants extrapolated this vehicle number information to weekly trip information and estimated percentages of daily vehicles and weekly trips with the increased event traffic. The applicant is proposing to limit the number of vehicles per event to 20, inclusive of vendors and shuttle vans or minibuses for guest transportation. The applicants propose a “shuttle service” consisting of a passenger van or bus will be hired to transport guests between their lodging and the venue. For guests not staying at hotels, for example a local Kona wedding, guests would be required to be dropped off at a shuttle pick up location. The objective of the shuttle service would be to reduce the traffic on access roads. Guest trips to and from the property would occur mid-day and in the early evening, outside of normal peak traffic periods for work and school. The applicants believe these measures will decrease the potential for off-site parking impacts and reduce or eliminate the possibility of drunk driving.

The report recommended the following mitigation measures in order to increase safety and road integrity:

- Speed limit signs of 15 mph should be installed.
- Warning signs pertaining to steep grade, narrow road, and blind corners should be installed.
- Regrading of the road or installing a culvert at the stream crossing to allow smoother maneuverability.
- Install paved pullouts along the roadway to allow for increased traffic safety. It is recommended to consult with an engineer to determine locations and design criteria.
- Inform residents that an event is taking place via notifications or by installing a temporary sign at the beginning of the road.
- All wedding traffic should be limited to light duty (two-axle) passenger vehicles.

The applicants have committed to implement these recommendations and intersection improvements as recommended by DPW within two (2) years of the effective date of an approved permit.

27. **Water:** According to the Department of Water Supply (DWS), the subject property is not within the service limits of the Department's existing water system. According to the applicants, there is one County master water meter for the property which is shared between the four CPR units to be used as a back-up system. The applicants propose to provide at least 8,000 gallons potable water to the project by trucking in water from a municipal water source and storing it in water tanks separate from the rainwater catchment system. Based on the proposed number of events and people per event, the applicants estimate the need for 15, standard 4,000-gallon water tanker truck trips per year. The applicant currently has over 100,000 gallons of capacity in non-potable, rainwater catchment tanks onsite for agricultural water and fire suppression. The applicant will develop all required fire suppression improvements as directed by the Fire Department.
28. **Wastewater:** The property is not currently serviced by the County sewer system. According to the applicants, the existing residence in the Permit Area is served by a permitted cesspool. The applicants propose to provide a new individual wastewater

system meeting the requirements of the State Department of Health for the proposed wedding venue building.

29. **Other Essential Utilities and Services:** Electrical services are provided by solar power for the farm and domestic use. Police, fire, and medical services are located nearby in Kailua-Kona and Kealahou. According to the applicants, consultation with the Fire Department indicates that sections of Waiono Ranch Road may exceed 15% grade which may not meet Fire Code requirements for apparatus access. The applicants will work with the Fire Department to provide alternative fire protection measures meeting Fire Code requirements.

AGENCY COMMENTS

30. **Department of Public Works – Engineering Division: (Planning Department Exhibit 9 – March 16, 2021 Memo)**
31. **Department of Water Supply: (Planning Department Exhibit 10 – March 2, 2021 Letter)**
32. **Fire Department: (Planning Department Exhibit 11 – February 8, 2021 Letter)**
33. **State Department of Health (Planning Department Exhibit 12 – March 4, 2021 Memo)**
34. **State Office of Planning: (Planning Department Exhibit 13 – March 1, 2021 Letter)**
35. **Department of Land and Natural Resources – Division of Forestry and Wildlife: (Planning Department Exhibit 14 – February 16, 2021 Memo)**

AGENCIES – NO COMMENT/CONCERN

36. Department of Public Works – Traffic Division, Police Department, Department of Land and Natural Resources – Engineering Division, & Department of Land and Natural Resources – Land Division

AGENCIES – NO RESPONSE

37. Department of Public Works – Building Division, State Land Use Commission, & State Department of Agriculture.

APPLICANT'S RESPONSE TO AGENCY COMMENTS

38. **Planning Department Exhibit 15: Letter from John Pipan dated March 24, 2021 responding to the State Department of Health, State Office of Planning comments and Planning Department question.**

PUBLIC COMMENTS

39. (Planning Department Exhibit 16: Email from Pamela Parker, Tom Buckner and Wendy Mitchell dated March 25, 2021 with objections to the proposed Special Permit and attached on-line petition entitled, “Waiono Ranch Road Petition # 2” with 31 signatures and 23 comments in opposition as of March 25, 2021.)
40. (Planning Department Exhibit 17: Letter from Phil and Kelly Johnson dated March 26, 2021 in opposition.)
41. (Planning Department Exhibit 18: Email from Wei Fang dated April 2, 2021 in opposition.)

APPLICANT’S RESPONSE TO PUBLIC COMMENTS

42. (Planning Department Exhibit 19: Letter from John Pipan dated April 8, 2021 addressing the on-line petition submitted as a part of Planning Department Exhibit 16. This exhibit also includes a letter from the applicant’s attorney Alan H. Tuhy addressing legal issues raised by the petitioners.)

**SPECIAL PERMIT APPLICATION
COUNTY OF HAWAII
PLANNING DEPARTMENT**

DEC 01 2020

RECEIVED
COUNTY OF HAWAII
PLANNING
DEPT.

(Type or Print the requested information)

APPLICANT Douglas Leider Hickey & Kathryn Hickey

→ APPLICANT'S SIGNATURE: *[Signature]* DATE: 11/17/20

ADDRESS: PO Box 540, Holualoa, HI 96725

LIST APPLICANT'S INTEREST IF NOT OWNER: _____

TELEPHONE: (Bus.) 808-443-6330 (Home) (847) 254-2787 (Fax) _____

REQUEST: A Special Permit to allow for the operation of a venue for weddings and similar gatherings

TAX MAP KEY: (3) 7-6-002: 028-0001 ZONING: A-20a

AREA OF PROPERTY/AREA OF REQUESTED USE 20-acres / approx. 2-acres

LANDOWNER: Douglas Leider Hickey

→ LANDOWNER'S SIGNATURE: *[Signature]* DATE: 11/18/20
(May be by letter)

LANDOWNER'S ADDRESS: PO Box 540, Holualoa, HI 96725

AGENT: Agent to be identified under separate letter.

ADDRESS: _____

TELEPHONE: (Bus.) _____ (Home) _____ (Fax) _____

Please indicate to whom original correspondence and copies should be sent to:

ORIGINAL Applicant COPIES: _____

Planning Dept.
Exhibit 1

**COUNTY BACKGROUND & ENVIRONMENTAL REPORT
COUNTY SPECIAL PERMIT REQUEST
DOUGLAS & KATE HICKEY
WAIONO MEADOWS, HOLUALOA, NORTH KONA, HAWAII
TMKs: (3) 7-6-002: 028-0001**



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EXHIBITS

A. Declaration of Condominium Property Regime and Access Easements	
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C. Letters of Support	
D. Condominium Property Regime Bylaws & Map	
E. Traffic and Road Assessment for Waiono Ranch Road	
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G. Economic Impact and Agricultural Considerations	
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I. INTRODUCTION

Douglas and Kate Hickey (“**applicants**”) are requesting a special permit for the operation of a venue for weddings and similar gatherings on an approximately 2-acre portion of the 20.0-acre CPR Unit 1 in Holualoa, Hawaii. This CPR is one of four 20-acre pieces derived from the 80-acre parent TMK. The property is located at 76-1297 Waiono Ranch Road, approximately 1.4 miles east of its intersection with Mamalahoa Highway (**Figure 1**). The subject CPR unit is zoned *Agriculture 20-acre (A-20a)*.

If approved, the applicants wish to build a venue for weddings and other gatherings on an approximate 2-acre portion of the CPR unit (**Figure 2, 3a-d**). The applicants have been operating the event venue out of their home on the subject CPR unit for approximately 3 years without complaints from neighbors. Upon learning of permitting requirements for the operation of the event venue the applicants have stopped taking new reservations for the venue while pursuing the Special Permit.

With current considerations regarding the COVID-19 pandemic all previously scheduled events have been postponed indefinitely. Should a previously contracted event be rescheduled before the venue is completed, the applicants request the use of the grounds of the special permit area (but not the applicants’ home) be used for the event. In that case temporary event tents would be used along with port-a-potties.

Though the proposed venue will not directly affect the agricultural operations on the remainder of the CPR unit (nor vice-versa), each will indirectly benefit from the other. The agricultural lands surrounding the proposed venue will provide a unique setting and experience for visitors. Also, diversifying uses and revenue sources on the CPR unit will help insulate the combined agricultural and venue operations to possible fluctuations in agricultural productivity, marketability, and visitor numbers. Further, products from the coffee farm can be offered for sale to venue guests, providing an important outlet for the coffee produced on the farm.

In recognition of concerns expressed by community members regarding the proposed event venue at Sunshower Farms, the initial Special Permit application was withdrawn. We have gone back to the proverbial drawing board and significantly reduced the number and size of events requested to the bare minimum that would allow the Hickey’s to continue to pursue their plans. The proposed use represents an opportunity, in a time of unprecedented economic hardship, to support a working farm attempting to diversify their operations and in so doing supporting scores of small local business.

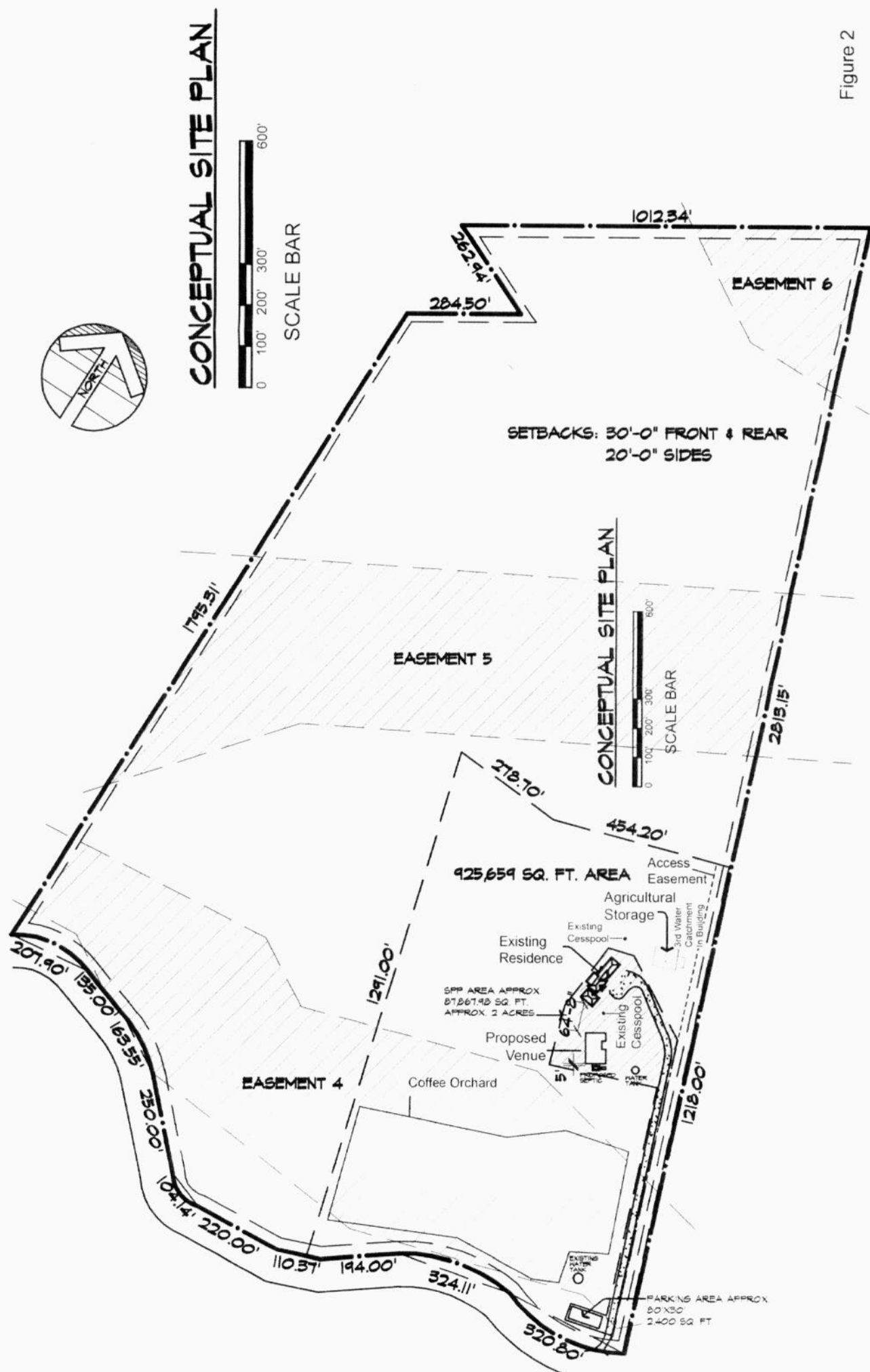
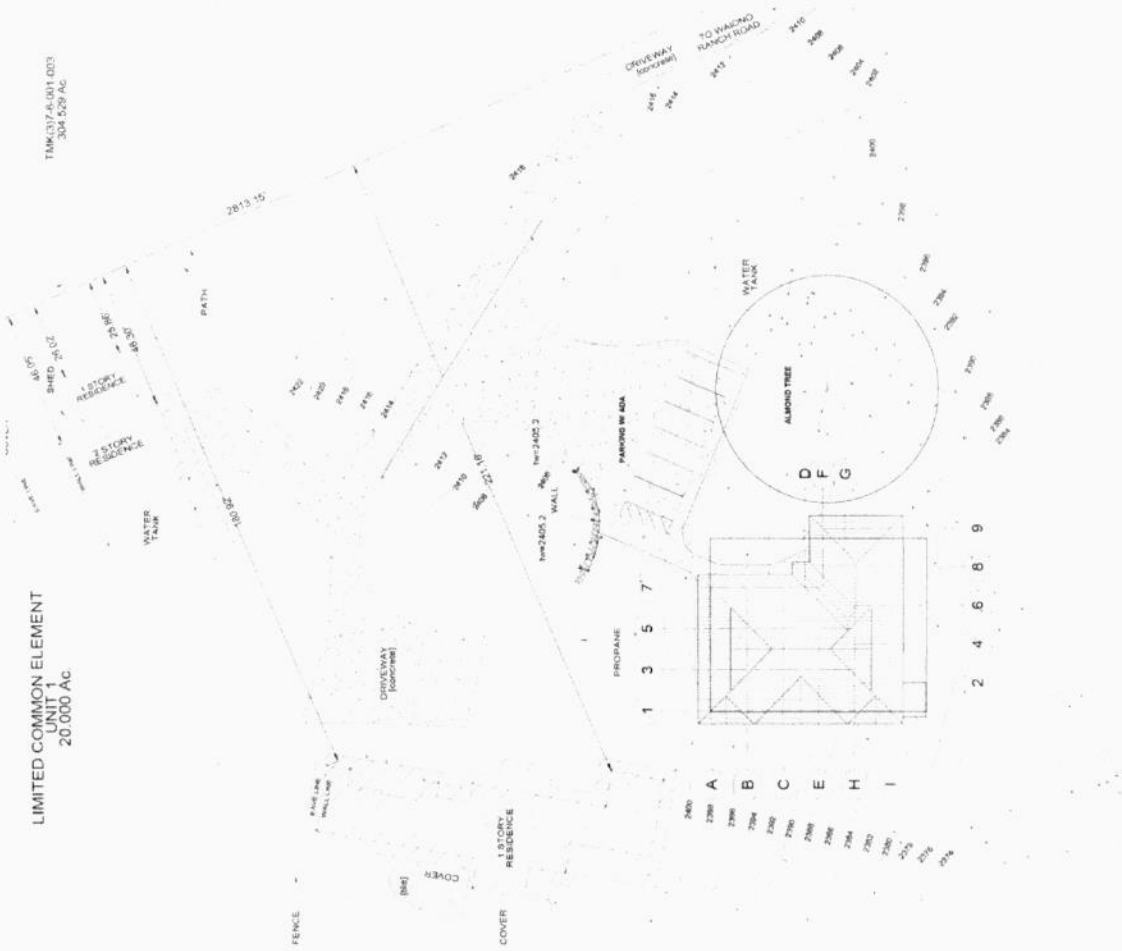


Figure 2



TMK(3)7-4-001-003
304 529 AC

LIMITED COMMON ELEMENT
UNIT 1
20,000 AC



PROPOSED SITE PLAN
Scale 1" = 40'

1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO BE VERIFIED BY THE FIELD ENGINEER.
4. ALL DIMENSIONS ARE TO BE VERIFIED BY THE FIELD ENGINEER.

PROJECT TMK

OWNER:

Project Number

PROJECT STATUS

Project Status

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CHECKED BY [Signature]
ORIGINAL ISSUE DATE 09/17/20

LESSEE:

REVISIONS

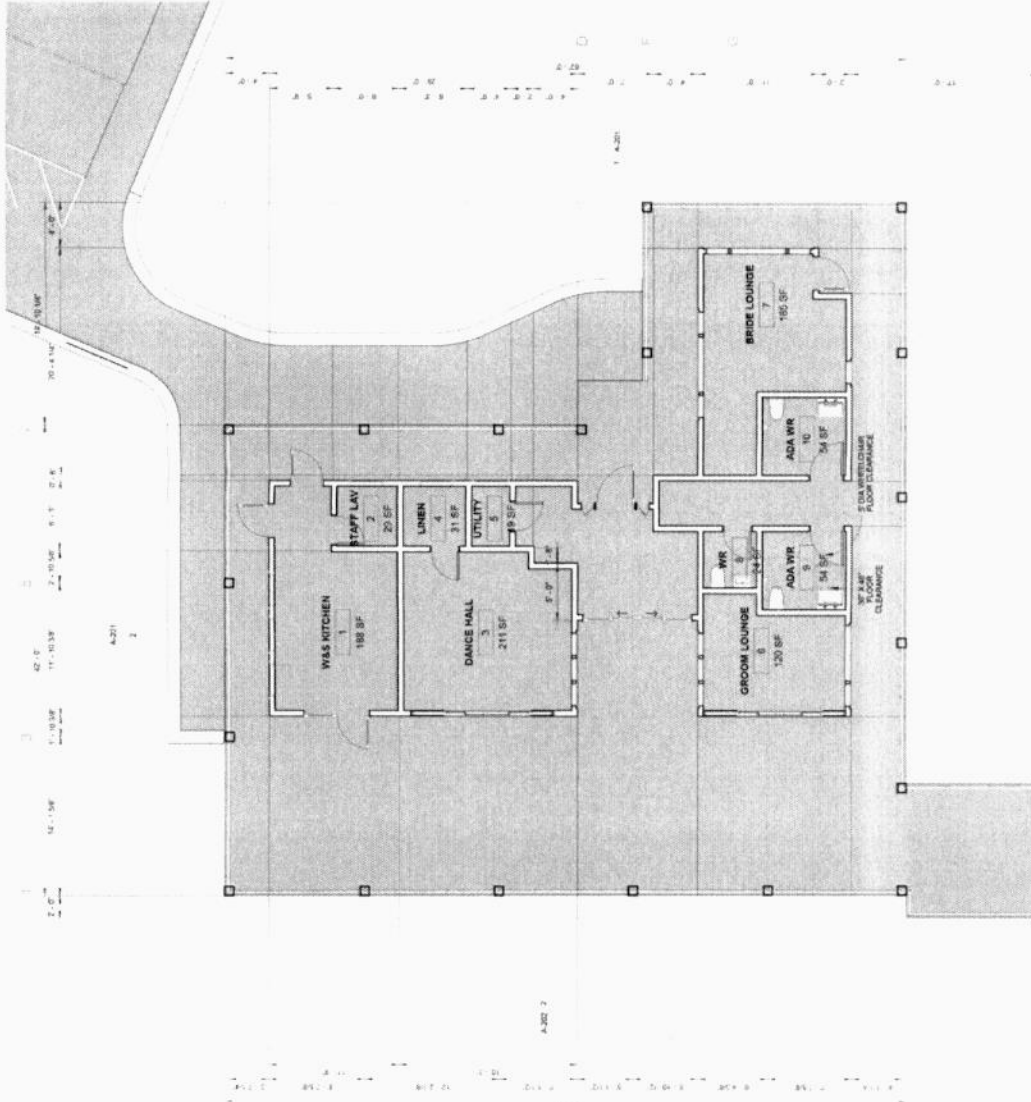
TENANT:

PROJECT ADDRESS
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SHEET NAME
PROPOSED SITE PLAN

Project Name

SHEET NUMBER
C-101
Figure 3a



PROJECT TMK

OWNER:

LESSON 7

TENANT:

PROJECT ADDRESS
Enter address here

Project Name

TEST NUMBER
A-101
Figure 3b

LEVEL 1

Scale $3/32" = 1'-0"$

1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.

Project Number

PROJECT STATUS

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 CHECKED BY: Author
 ORIGINAL ISSUE DATE: Checker

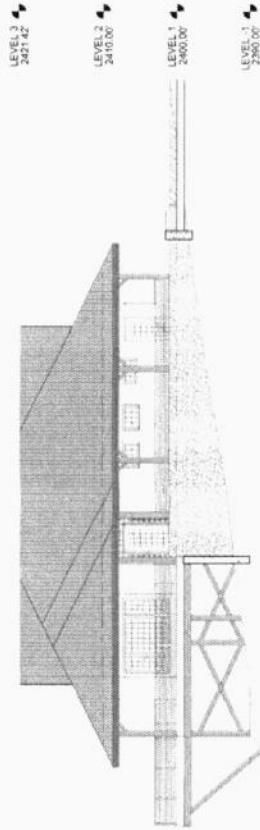
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REVISIONS

SWEET MEASURES

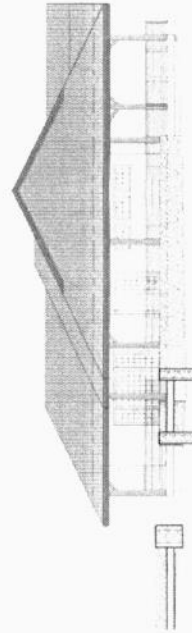
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A B C D E F G H I



1 EAST
1/16" = 1'-0"

1 2 3 4 5 6 7 8 9



2 NORTH
1/16" = 1'-0"



PROJECT TMK

OWNER:

LEVEL 3
2421.42'

LESSEE:

LEVEL 2
2410.00'

TENANT:

LEVEL 1
2400.00'

LEVEL -1
2390.00'

PROJECT ADDRESS
Enter address here

Project Name

Project Number

PROJECT STATUS
Project Status

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09/17/20

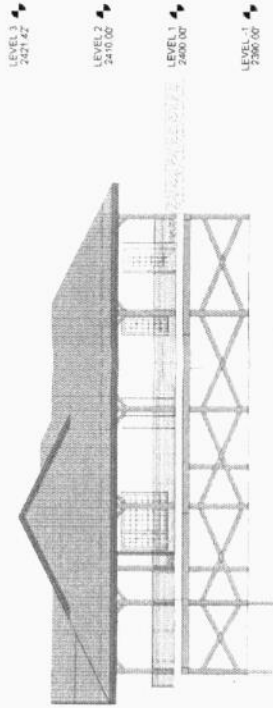
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PROJECT NAME
BUILDING ELEVATIONS

SHEET NUMBER

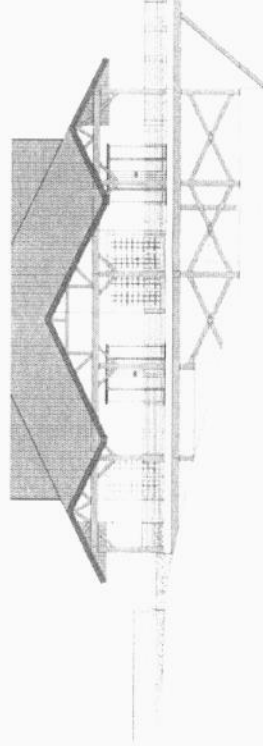
A-201
Figure 3c

1 2 3 4 5 6 7 8 9



1 SOUTH
1/16" = 1'-0"

A B C D E F G H I



2 WEST
1/16" = 1'-0"

PROJECT TMK

OWNER:

LESSEE:

TENANT:

PROJECT ADDRESS
Enter address here

Project Number

PROJECT STATUS
Project Status
CURRENT ISSUE
DATE
CHECKED BY
ORIGINAL ISSUE DATE
09/17/20
REVISIONS

SHEET NAME
BUILDING ELEVATIONS

Project Name

SHEET NUMBER
A-202
Figure 3d

A similar Special Permit Application (SPP 10-000102) was approved for an event venue on a coffee farm on July 23, 2010. As this request is very similar in nature, its approval would be logical.

II. PROJECT DESCRIPTION

As noted earlier, the subject CPR unit is located off Waiono Ranch Road, approximately 1.4 miles east of its intersection with Mamalahoa Highway. (Figure 1).

3A. Project Concept and Components

As noted above, the applicants wish to establish a venue for weddings and other gatherings on a 2-acre portion of the subject CPR unit. The basic concept of the project would be for the applicants to host weddings and other such gatherings at a newly built venue as shown on the conceptual site plan (Figure 2). The total number of guests on site at any given time will be no more than 100.

Events will be limited to weddings, vow renewals, community, and charity events. Examples of community events include Donkey Mill Art Center fundraisers, luncheon for the Kona Coffee Pageant, Hope Services Hawaii dinner, and school field trips to learn about farming. Approximately 5% of events annually are planned to be community and charitable events.

For events hosted by the applicants prior to seeking the Special Permit, the average event size was 29 guests. The applicants would like to continue to keep the average event size small and are committed to an average guest count of under 50. This is reflected in the requested event guest counts detailed below. Further, the venue supports scores of local small businesses as evidenced by the many letters of support (Exhibit C).

The venue will be open by reservation seven days a week from 9:00am to 10:00pm. The applicants anticipate approximately 75 events per year or on average less than 2 per week, with a maximum of 4 events per week due to the seasonal popularity of dates for weddings.

Currently, there is one permitted dwelling on the CPR unit. The 3-bedroom 3 bath, single-family dwelling of approximately 2,231 square feet on the CPR unit, was built in 2001. There is also a permitted agricultural/ storage building of approximately 2,000 square feet with

attached coffee drying and processing areas. As-built permits may be necessary for portions of this structure. Alternately the applicants may choose to remove unpermitted portions.

The permitting history for the property includes:

- Permit 5176 allowed the building of a 24' x 36' agricultural storage building.
- Permit 15221 converted the agricultural storage building into a dwelling of 1164 total square-feet in area 864/300.
- Permit 25131 added a bedroom, bathroom and deck to the dwelling, an additional 636 square-feet 528/108
- Permit 35312 enclosed existing lanai for dining - 179 square-feet
- Permit 36462 added 2 bedrooms, laundry, full bath to existing dwelling 544/228 square-feet
- Permit B2007-0471K converted an existing lanai to a family room of 304 square-feet
- Permit 5829 allowed the building of the agricultural storage building and water tank

The applicants wish to build a new event venue of approximately 3,000 square feet total (**Figure 3a**). Approximately 1,300 square feet will be enclosed, and the remaining 1,700 square feet will be covered lanai. The event venue will include four bathrooms, a catering prep and service area, two rooms for the wedding party to get dressed in, a fully enclosed dance floor space, and two smaller utility and linen storage rooms.

The applicants respectfully request the following elements be allowed as part of the Special Permit:

- 1) Events will be held during the hours of 11 AM to 10 PM
- 2) Seventy-five (75) events per year are requested. The maximum number of guests at the venue will be one hundred (100). Fifty (50) of the allowed annual events will have fifty (50) or fewer guests. Twenty (20) of the allowed annual events will have eighty (80) or fewer guests. Only five (5) events per year will have up to one hundred (100) guests.
- 3) The applicants plan to build a new venue of approximately 3,000 square feet.

- 4) The applicants request to continue the use of their yard to honor already reserved events.
- 5) No food preparation will be allowed for events on the CPR unit, food will be brought by the guests or provided by caterers or food trucks.
- 6) Alcohol will be permitted at events but not provided by the applicants.
- 7) The applicants will provide 6 parking spaces including 1 accessible to persons with disabilities near the venue. Additional gravel parking area will be provided beside the coffee orchard.
- 8) The applicants will limit traffic to 20 vehicles per event. This includes vendors and shuttle vans or mini-buses for guest transportation
- 9) The applicants plan to have three to five full-time employees for the venue. Their farm already has two full-time employees working on the coffee operation.
- 10) Overnight accommodations are not requested.
- 11) No outdoor amplified music will be allowed. Music and dancing will occur within the enclosed "dance hall" portion of the venue.
- 12) A Public Address system may be used in ceremonies so that attendees may hear the officiant and other speakers. Such a system would have established volume limits.
- 13) Decibel meters, as an industry standard for event venue monitoring will be installed on property boundaries with alerts directed to the applicants and logged to ensure compliance with acceptable residential noise levels.
- 14) Plantings of screening vegetation that will further reduce noise and light impacts to surrounding properties.
- 15) The applicants live on site in the existing single-family residence.

The site has significant water catchment storage capacity (over 100,000 gallons) which can be utilized for fire suppression. Any required improvements for fire protection deemed necessary in

consultation with the Fire Department will be implemented by the applicants. This area is not served by a County sewer system so the new event venue will be required to provide an Individual Wastewater System designed to meet the standards of the Department of Health by a civil engineer who is licensed by the State of Hawai'i.

Considerable effort has been put into engaging the neighboring property owners and broader community at the early stages and throughout the planning process. Details of these communications are included (**Exhibit H**). All of the reported objections from surrounding property owners are proposed to be mitigated by the applicants to the extent that there should be no adverse impacts to surrounding properties. Their objection that remains that they just don't want the use in the neighborhood should not be sufficient grounds to deny the Special Permit.

The applicants hope to begin the development process as soon as the requested special permit is granted. The estimated timeframe to obtain building permits and complete construction of the venue is 12 months. The estimated cost of said improvements for this project is approximately \$300,000.

3B. Project Location

As noted earlier, the subject site will take up an approximate 2-acre portion of the subject parcel identified by TMK (3) 7-6-002: 028-0001. The subject site is located off Waiono Ranch Road, approximately 1.4 miles east of its intersection with Mamalahoa Highway in Holualoa, North Kona (**Figure 1**).

The subject parcel is 20 acres, one of four CPR units created from the 80.0-acre parent parcel in 1997 by the attached Declaration and Bylaws (**Exhibit A & D**). The CPR unit is primarily rectangular in shape and is the site of a coffee farm and homestead. The construction of the new event venue will occur on a portion of pasture with shallow, poor soils adjacent to the south of the existing single-family residence. (**Figure 2**). The project site slopes slightly uphill in an easterly direction from approximately 2,300 feet elevation to approximately 2,400 feet elevation. There are no perceptible topographic or geologic constraints. All proposed special permit components are outside existing mapped drainage easements. All proposed special permit components are also located solely on Unit 1 of the CPR, a limited common element belonging solely to the

applicants as described in Section IV of the Declaration of Condominium Property Regime (Exhibit A).

3C. Institutional Considerations

State Land Use

The subject site is designated State Land Use *Agriculture* and the special permit will consist of approximately 2-acres of land. As such, no State Land Use Commission action is required. The County of Hawai'i can process the special permit request. Based on the Land Study Bureau Overall Master Productivity Rating the subject portion of the parcel is classified as D, or poor. Under the Agriculture Lands of Importance to the State of Hawaii (ALISH) classification system, the subject site is classified as "other" land. U.S. Department of Agriculture *Natural Resources Conservation Service* has designated the soil type for the subject site as '2klzm', Hua-Honaunau complex hydrous silt loam with 10 to 20 percent slopes, derived from basic volcanic ash over pahoehoe lava flows. The soil is somewhat poorly drained with a high runoff class. The soil farmland classification is "not prime".

State Land Use Law allows agricultural tourism conducted on a working farm, for the enjoyment, education and involvement of visitors provided that the County adopts ordinances regulating agricultural tourism. In 2008 the Hawaii County Council adopted Ord. 08-155 which amended the Zoning Code to create regulations for agricultural tourism operation on the island. However, these regulations do not allow weddings, catered events, and parties without a Special Permit. Hence, the need for the Special Permit and the present application.

Special Management Area

The subject CPR Unit is approximately 3 miles from the coast and outside the SMA.

County Zoning and General Plan

The County zoning of the subject site is *Agriculture 20-acres (A-20a)*. The County General Plan Land Use Pattern Allocation Guide (LUPAG) map, designates the parcel as *Important Agricultural Land*. Relative to this designation, the General Plan allows consideration for "a *Special Permit*" on agriculture land where the requested use meets

certain criteria as outlined in section 4 of the permit application and chapter 205 of the Hawaii Revised Statutes as amended.

Section 25-4-15 of the Hawai'i County Code describes agricultural tourism regulations. 25-4-15 (c) provides for a special permit for activities that do not conform to 25-4-14 (d). The proposed project does not conform with items (d)(2) activities past 6 p.m., (5) venue size greater than 1,000 square feet, (8) weddings excluded, therefore we are seeking a Special Permit for the proposed use.

General Plan Discussion

The Hawaii County General Plan serves as a guide for decision-makers in land use matters. The proposed project is conducive to the General Plan's guidelines as it conforms to the following goals, policies and standards of the General Plan:

2.2 Goals

- (a) Provide residents with opportunities to improve their quality of life through economic development that enhances the County's natural and social environments.*
- (b) Economic development and improvement shall be in balance with the physical, social, and cultural environments of the island of Hawaii.*
- (c) Strive for diversity and stability in the economic system.*
- (d) Provide an economic environment that allows new, expanded, or improved economic opportunities that are compatible with the County's cultural, natural and social environment.*
- (e) Strive for an economic climate that provides its residents an opportunity for choice of occupation.*
- (f) Strive for diversification of the economy by strengthening existing industries and attracting new endeavors.*

12.2 Goals

- (a) Provide a wide variety of recreational opportunities for the residents and visitors of the County*
- (b) Maintain the natural beauty of recreation areas.*
- (c) Provide a diversity of environments for active and passive pursuits.*

14.1.3 Policies

- (f) *Encourage the development and maintenance of communities meeting the needs of its residents in balance with the physical and social environment*

14.2.2 Goals

- (a) *Identify, protect and maintain important agriculture lands on the island of Hawaii.*
- (b) *Preserve the agricultural character of the island.*
- (c) *Preserve and enhance opportunities for the expansion of Hawaii's Agricultural Industry.*

14.2.3 Policies

- (a) *Implement new approaches to preserve important agricultural land.*
- (j) *Ensure that development of important agricultural land be primarily for agricultural use.*
- (p) *Ensure that condominium property regimes (CPR) on agricultural-designated lands comply with the requirements of the Zoning Code and other applicable laws, rules and regulations.*
- (r) *Encourage, where appropriate, the establishment of visitor-related uses and facilities that directly promote the agriculture industry.*
- (u) *Encourage other compatible economic uses that complement existing agricultural and pastoral activities.*

Approval of the requested Special Permit would be in line with the aforementioned economic, recreation and land use goals and policies of the General Plan by maintaining the natural beauty of the area while providing a much-needed venue for weddings, similar celebrations, and community meetings while supporting an active commercial farm on important agricultural lands.

Kona Community Development Plan

The Kona Community Development Plan (KCDP) attempts to further define the General Plan and serves as a guide for decision-makers. The KCDP designates the subject parcel as outside of the Kona Urban Area. The proposed change of zone request is conducive to the following goals, objectives and policies outlined in the KCDP developed and adopted by the County Council on September 25,

2008 as Ordinance No. 08 131, as amended by Ordinance 19-091 effective September 18, 2019:

Policy ECON-2.1: *Explore and provide opportunities to support, promote or enhance Kona's agricultural industries.*

The proposed event venue meets this criterion of the KCDP by proposing to use the land in a manner intended to showcase the natural beauty of Kona while creating new event hosting options for visitors and residents, employment opportunities for the community, and diversity in agricultural pursuits.

Policy ENV-1.5: Sensitive Resources. *In the context of Kona's ecology and history, the following natural and cultural resources shall be considered sensitive and therefore shall be inventoried, as part of any permit application to the County Planning Department:*

- *Critical habitat areas as identified by the U.S. Fish and Wildlife or County General Plan;*
- *Predominantly native ecosystems, which may not be considered endangered but are valued because of their nearly pristine condition*
- *Anchialine ponds subject to a management Program addressed in Policy ENV-1.10: Non-Degradation of Anchialine Ponds*
- *High-level groundwater recharge area which shall initially be defined as all lands mauka of the 1,500-foot elevation and which may be refined by the Kona Mauka Watershed Management Program;*
- *Historic trails;*
- *Archaeological and historic sites subject to protection under HRS Chapter 6E; and,*
- *Enhanced Shoreline Setback.*

Any permit application that encompasses any of the above resources should incorporate these resources as assets.

The proposed event venue is situated on lands above the 1,500-foot level and could be considered a high-level groundwater recharge area. The existing farm and proposed use will not adversely affect the ability of the land to serve as a high-level groundwater recharge area.

Further, the request is not for a change of zone allowing many different possible uses. The conditions of the Special Permit will limit the operations to what is defined within the Special Permit request.

Based on the above, it would seem logical to allow the proposed use on the subject CPR unit by way of a Special Permit.

3D. Surrounding Zoning and Land Uses

The County zoning of the subject CPR unit is Agriculture (A-20a). The majority of the surrounding properties are zoned A-20a and A-5a. The neighboring CPR parcel to the north borders the Waiaha Springs State Forest Reserve. Much of the surrounding land is used similarly to the uses on this CPR unit; for agricultural pursuits such as coffee farming or ranching and for farm residences.

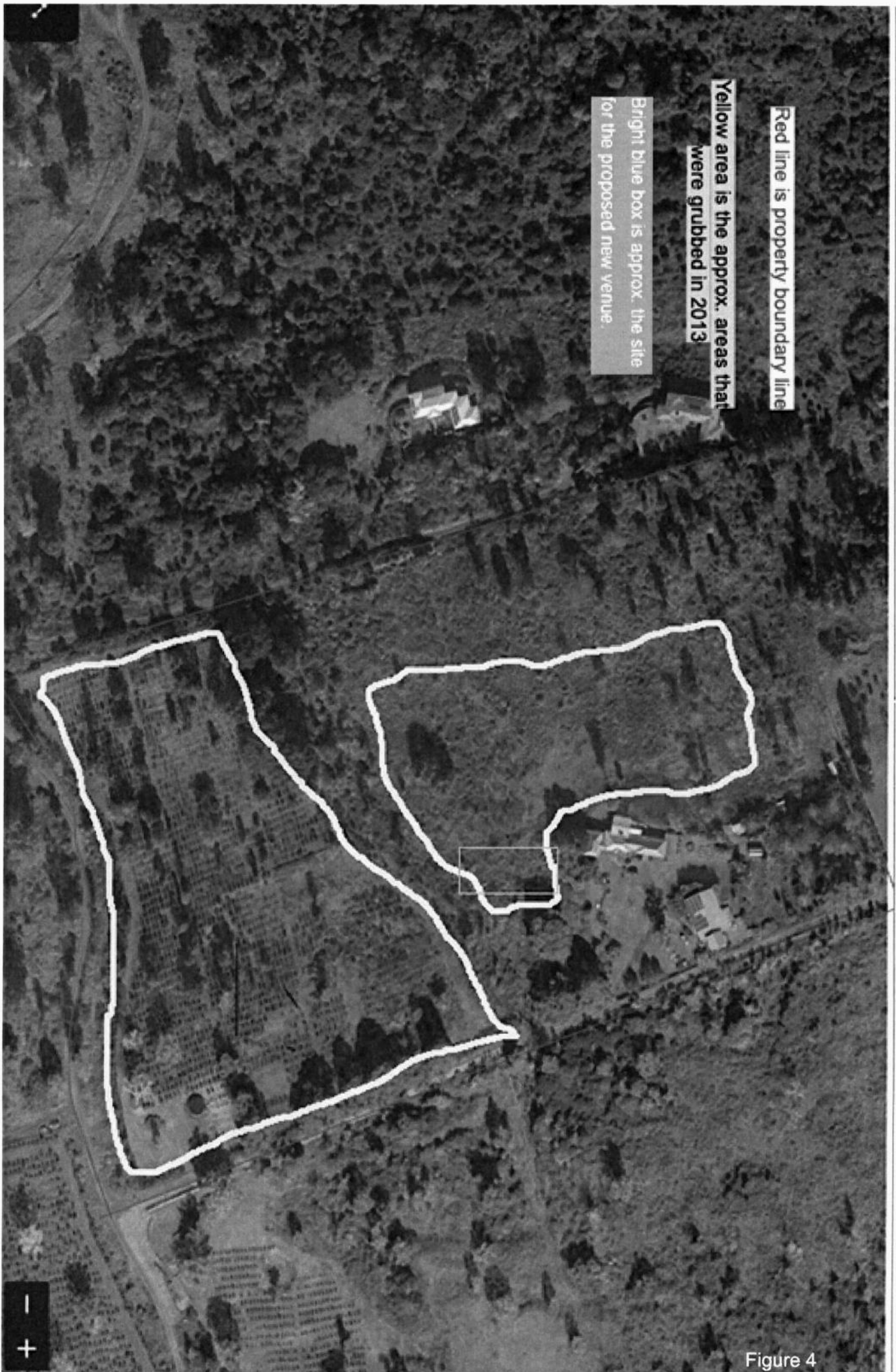
3E. Flood Insurance Rate Map

The Federal Emergency Management Agency's Flood Insurance Rate Map (FIRM) (**Figure 5**) designates the area of the proposed development to be in Zone X (areas outside of 500-year flood). There is one small drainage that crosses the CPR unit within the drainage easement shown as Easement 4 (Easement 5 does not cross the subject CPR parcel) on **Figure 2**. No special permit components are planned in this area.

3F. Archaeological Resources

As construction will be limited to areas that have been previously cleared, archaeological resources are not expected to be encountered. In February of 2013 a grading permit was prepared for a 12-acre portion of the subject parcel including the proposed venue location. A map of the area of the grading permit is provided as **Figure 4**. In response to the grading permit application SHPD requested the opportunity to conduct an archaeological field inspection of the proposed project area.

A field visit was conducted on April 4, 2013 by SHPD staff archaeologist Michael Vitousek. No archaeological sites were observed during the field inspection and the SHPD issued a "no effect" letter for the grading (**Exhibit B**). No commissioned archaeological survey of the site was made. However, if needed, an archaeological monitoring plan can be prepared and implemented in conjunction with further land clearing activity.



Red line is property boundary line

Yellow area is the approx. areas that were grubbed in 2013

Bright blue box is approx. the site for the proposed new venue.

Figure 4



Flood Hazard Assessment Report

www.hawaiiinfip.org

Property Information

COUNTY: HAWAII
 TMK NO: (3) 7-6-002:028
 WATERSHED: WAIAHA
 PARCEL ADDRESS: WAIONO RANCH ROAD
 HOLUALOA, HI 96725

Notes:

Flood Hazard Information

FIRM INDEX DATE: SEPTEMBER 29, 2017
 LETTER OF MAP CHANGE(S): NONE
 FEMA FIRM PANEL: 1551660745F
 PANEL EFFECTIVE DATE: SEPTEMBER 29, 2017

THIS PROPERTY IS WITHIN A TSUNAMI EVACUATION ZONE: NO
 FOR MORE INFO, VISIT: <http://www.scd.hawaii.gov/>

THIS PROPERTY IS WITHIN A DAM EVACUATION ZONE: NO
 FOR MORE INFO, VISIT: <http://dlnreng.hawaii.gov/dam/>



Disclaimer: The Hawaii Department of Land and Natural Resources (DLNR) assumes no responsibility arising from the use, accuracy, completeness, and timeliness of any information contained in this report. Viewers/Users are responsible for verifying the accuracy of the information and agree to indemnify the DLNR, its officers, and employees from any liability which may arise from its use of its data or information.

If this map has been identified as 'PRELIMINARY', please note that it is being provided for informational purposes and is not to be used for flood insurance rating. Contact your county floodplain manager for flood zone determinations to be used for compliance with local floodplain management regulations.

FLOOD HAZARD ASSESSMENT TOOL LAYER LEGEND (Note: legend does not correspond with NFHL)

SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD - The 1% annual chance flood (100-year), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. SFHAs include Zone A, AE, AH, AO, V, and VE. The Base Flood Elevation (BFE) is the water surface elevation of the 1% annual chance flood. Mandatory flood insurance purchase applies in these zones:

	Zone A: No BFE determined.
	Zone AE: BFE determined.
	Zone AH: Flood depths of 1 to 3 feet (usually areas of ponding); BFE determined.
	Zone AO: Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined.
	Zone V: Coastal flood zone with velocity hazard (wave action); no BFE determined.
	Zone VE: Coastal flood zone with velocity hazard (wave action); BFE determined.
	Zone AEF: Floodway areas in Zone AE. The floodway is the channel of stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without increasing the BFE.

NON-SPECIAL FLOOD HAZARD AREA - An area in a low-to-moderate risk flood zone. No mandatory flood insurance purchase requirements apply, but coverage is available in participating communities.

	Zone XS (X shaded): Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.
	Zone X: Areas determined to be outside the 0.2% annual chance floodplain.

OTHER FLOOD AREAS

	Zone D: Unstudied areas where flood hazards are undetermined, but flooding is possible. No mandatory flood insurance purchase applies, but coverage is available in participating communities.
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Figure 5

Furthermore, in the event any inadvertent discoveries are made during any land disturbance activity relating to this project, work will cease, and the applicants will immediately notify the Planning Department and the State DLNR and secure their clearances before proceeding further.

3G. Floral and Faunal Resources

Although there was no professional survey conducted of the floral and faunal resources of the site, the applicants do not believe that rare or endangered floral or faunal resources are likely to be found within or proximate to the subject site as this area has been cleared and farmed for many years. The nearest designated critical habitat (for two plants *Solanum incompletum* and *Cyanea hamatiflora* ssp. *Carlsonii*) is approximately 3.5 miles northeast of the subject CPR unit at approximately 5,300-foot elevation.

Vegetation on the subject CPR unit is largely related to the farm use of the land. Approximately 8 acres is dedicated to coffee production. There are also a diverse variety of fruit trees and several medium sized ohia trees and a few koa trees scattered across the CPR unit. Several species of non-native trees occur on the CPR unit as well including Indian almond, African tulip, and common guava. The applicants also maintain a large vegetable garden for their own use.

In addition, introduced bird species (such as dove, Japanese White-eye, house finch, myna) are common in this area. Domestic animals such as cats, dogs, goats and chickens and other animals like rats and feral pigs are also common. These are all common and not endangered. Given the elevation of the CPR unit the (recently de-listed) wide-ranging Hawaiian Hawk (*Buteo solitarius*) could be found on the CPR unit.

There are no known threatened or endangered species or critical habitat on the subject site. Also clearing for new construction will only occur on approximately ½ acre. As such, it is unlikely that the development of the subject CPR unit would cause any adverse faunal impacts.

3H. Valued Cultural Resources

In view of the recent Hawaii State Supreme Court's "PASH" and "Ka Pa`akai O Ka`Aina" decisions, the issue relative to native Hawaiian gathering and fishing rights must be addressed. Specifically, there

must be a discussion of the cultural, historical, and natural resources and associated traditional and customary practices of this site.

In this situation, the subject site is not adjacent and/or proximate to the shoreline. As such, fishing and/or coastal access is not an issue.

It is not known whether the subject CPR unit or immediate surrounding area have ever been used for the gathering of plants by native Hawaiians. However, it would appear very unlikely that the site would serve such purpose today and/or in the recent past.

There are also no known archaeological features on the subject CPR unit.

Based on the above, it does not appear that the project would have any potential adverse impact relating to the cultural and historical resources of this area.

3I. Public Access

The subject parcel is located approximately 3-miles from the shoreline. As such, no public access will be affected by this request.

3J. Description of Access

The subject site is located off Waiono Ranch Road, approximately 1.4 miles east of its intersection with Mamalahoa Highway. Waiono Ranch Road is a Private Road with average pavement width of approximately 12 feet within an 80-foot right of way.

Access within the CPR unit is by an existing paved drive 10 feet in width and approximately 900 feet in length. The applicants are proposing a new gravel parking area serving the event venue and connecting to the existing paved driveway.

Consultation with the Fire Department has indicated that sections of Waiono Ranch Road may exceed 15% grade. For a project of this size improving 1.4 miles of the access road to the CPR unit is cost prohibitive and practically very difficult. According to the National Fire Protection Association, Uniform Fire Code, 2006 version with County of Hawaii amendments:

Chapter 18.1 General. Fire department access and water supplies shall comply with this chapter.

For occupancies of an especially hazardous nature, or where special hazards exist in addition to the normal hazard of the occupancy, or where access for fire apparatus is unduly difficult, or areas where there is an inadequate fire flow, or inadequate fire hydrant spacing, and the AHJ may require additional safeguards including, but not limited to , additional fire appliance units, more than one type of appliance, or special systems suitable for the protection of the hazard involved.

*18.2.3.1.4 When fire department access roads cannot be installed due to location on property, topography, waterways, **nonnegotiable grades**, or other similar conditions, the AHJ shall be authorized to require additional fire protection features. (emphasis added).*

Comments (**Exhibit I**) from the Department of Public Works state that: *Waiono Ranch Road at the intersection of Mamalahoa Highway shall be improved to accommodate two-lanes of traffic for safe ingress and egress from the Highway. Waiono Ranch Road shall be improved as follows: Waiono Ranch Road shall be twenty feet wide for a distance of 50 feet from the edge of pavement on Mamalahoa Highway and have a minimum of four foot aprons at the connection with Mamalahoa Highway (minimum 28 feet width at the connection with Mamalahoa Highway)...*

Currently the intersection of Waiono Ranch Road and Mamalahoa Highway includes aprons resulting in over 28 feet of pavement width at the connection with Mamalahoa Highway. The width of Waiono Ranch Road varies from over 20 feet to approximately 16 feet along the 50-foot required corridor from Mamalahoa Highway. Should improvements to Waiono Ranch Road be required as a condition of approval of the Special Permit they would be completed.

More information relating to proposed access improvements along Waiono Ranch Road are detailed in the following section.

3K. Traffic Impacts

Traffic on Waiono Ranch Road is generally low and made up primarily by residents of the area and farm workers. The proposed use would generate a modest increase in traffic to the subject site. As noted above, the applicants anticipate a maximum of 80 vehicles per week visiting the property for events, with an average of under 40 vehicles per week during the hours of scheduled events.

However, the potential impacts are proposed to be largely mitigated by requiring all events to have no more than 20 vehicles total, including vendors and staff. Shuttle service will be used to bring guests to the CPR unit. Additionally, based on the proposed hours of operation, the requested use will not interfere with morning school and work traffic. Event traffic is spread out throughout the day with the peak traffic time being after 10 PM when traffic on the road is very low. The applicants will also provide on-site parking for all events. With the proposed mitigation, this level of traffic is only a slight increase over existing residential and farm levels as detailed in the Traffic and Road Assessment described below.

Shuttles would pick up from guest hotels. For guests not staying at hotels, for instance a local Kona wedding, guests would be required to be dropped off at a shuttle pick up location (by taxi or uber). This is in an effort to a) decrease the potential off-site parking impacts, and b) reduce or eliminate the possibility of impaired driving.

A Traffic and Road Assessment was prepared in October 2020 by Island Engineering LLC, detailing existing deficiencies in Waiono Ranch Road and traffic expected to be generated by the proposed venue and its relationship to existing traffic on the access road **(Exhibit E)**. *Based on the data collected, vehicles were observed to flow in and out on a steady basis between 6 am and 6pm, with no apparent peak hour, averaging approximately seventeen (17) vehicles per hour.*

The report detailed average vehicular trips observed in a 24-hour period and modeled the expected contribution of venue generated trips based on typical scheduling of guests, services and deliveries for a typical event.

- Modest peaks in existing traffic were observed between 6 AM and 7 AM and between 3 PM and 4 PM.
- The proposed venue would not affect the AM peak traffic at all as no trips are anticipated to the venue before 9 AM.
- The venue generated traffic would represent an increase from 25 to 28 peak hour trips (a 12% increase).
- Overall, 24 hour observed traffic on Waiono Ranch Road averaged 237 vehicles. The proposed venue would add at most 20 vehicles to this total representing an 8.4% increase.
- Weekly existing average trips total 1659, adding two event generated vehicular trips to this total represents a 3.0% increase. The maximum potential trips per week for the

proposed use would result from four events and this would represent a 4.9% increase.

The report made several mitigation recommendations in order to increase safety and road integrity:

- Warning signs pertaining to steep grade, narrow road, and blind corners should be installed.
- Regrading of the road or installing a culvert at the stream crossing to allow smoother maneuverability.
- Install paved pullouts along the roadway to allow for increased traffic safety. It is recommended to consult with an engineer to determine locations and design criteria.
- Residents should be informed that an event is taking place. This could be achieved via notifications or by installing a temporary sign at the beginning of the road.
- All wedding traffic should be limited to light duty (two-axle) passenger vehicles.

The applicants are committed to performing all the suggested mitigations should the Special Permit be granted.

According to the Hawaii Police Department (**Exhibit F**), in the last fifteen years (since January 2005) there have been a total of five minor traffic accidents and no serious accidents on Waiono Ranch Road. The applicants have confirmed that none of these reported accident dates coincided with any of their event dates.

The anticipated impacts to traffic on this private road are very modest, representing a potential 8.4% increase in daily traffic, and a maximum 4.9% increase in weekly traffic. The successful operation of the venue prior to seeking Special Permit approval without complaint or incident, speaks to the responsibility and proper management of the business by the applicants. Further, the applicants are offering to make improvements to the shared private access above and beyond their proportional use of the road to make access more efficient and safe for the entire community.

3L. Availability of Utilities

The Condominium Property Regime Declaration (**Exhibit A**) section VIII (b) states that *the parcel comprising the land portion of the Project is served by a single County water meter. Until such time as separate County water meters are obtained for each unit: (i) the primary water source for each unit shall be by way of water catchment; and (ii) said*

existing County water service shall only be used by the individual unit owners of the Project as a back-up system. No water from said service may be sold to or used by other parcels.

Utilities are not available at the subject CPR unit. The applicants have solar power and rainwater catchment systems for domestic and farm use. Rainfall in the area averages 60 to 80 inches annually, adequate to support catchment systems. The farm has ample water storage for the proposed use and the applicants will comply with all requirements of the Fire Department for providing sufficient quantities and flow rates of water for fire suppression.

As the proposed use will serve more than 25 individuals at least 60 days per year Department of Health Safe Drinking Water Branch will require the event venue's water system comply with Hawaii Administrative Rules, Chapter 11-20, "Rules Relating to Public Water Systems" The applicants intend to satisfy DOH requirements by trucking in water and storing it in separate tanks on site for guest use.

The existing residence on the subject CPR Unit is served by a permitted cesspool. The proposed venue will be served by a new IWS designed by a civil engineer licensed in the State of Hawaii meeting the requirements of the Department of Health.

III. REGULATORY ANALYSIS

4A. Chapter 205 & 205A Coastal Zone Management

Granting of this request would promote the effectiveness and objectives of Chapter 205, Hawaii Revised Statutes as amended. The proposed use is not contrary to Chapter 205A, Coastal Zone Management as the subject parcel is approximately 3 miles from the shoreline. There are no public access, scenic or open space resources on the subject site.

Chapter 205-2 (d) (1) states: *Agricultural Districts shall include: Agricultural tourism conducted on a working farm, or a farming operation as defined in section 165-2, for the enjoyment , education, or involvement of visitors; provided that the agricultural tourism activity is accessory and secondary to the principal agricultural use and does not interfere with surrounding farm operations; and provided further that this paragraph shall apply only to a county that has adopted ordinances regulating agricultural tourism under section 205-5.*

The proposed event venue will be accessory and secondary to the principal use of the property as a coffee farm. As proposed, events would generally be scheduled an average of two days per week. The proposed special permit area used for events would total approximately 2 acres including the grounds surrounding the venue and residence and access driveways and parking areas. This leaves the remaining 18 acres of the subject CPR to continue to be used in agriculture.

4B. Impacts to Surrounding Properties

The desired use with the proposed mitigation measures, will not adversely affect the surrounding properties. The applicants are committed to working with neighbors to address the concerns and have proposed mitigation strategies including capping the number of cars allowed at the venue and using shuttles. Further the nature of a wedding means that the traffic is generally spread out over time with different vendors and guests arriving in a staged fashion due to set up and break down of the event. Further, the fact that the applicants operated the wedding venue operation from their home for approximately three years without accident or complaint, prior to learning of the regulations, brings into question the basis of the concerns about traffic safety, liability issues and flooding of the private access roadway. Further, the provided Traffic and Road Assessment outlines mitigation measures that would address safety concerns on the private road. The applicants will commit to implementing all of the recommended mitigation measures outlined in the report and in Section 3K, above.

Additionally, based on the proposed hours of operation, the requested use will not interfere with morning school and work traffic. Peak guest trip times will be mid-day and in the early evening, outside of normal peak traffic periods for school and work. Guests will be required to make use of shuttle vans or buses to the CPR unit to further reduce any possible traffic impacts. Based on the number of patrons and frequency of visits, with proposed mitigation, the request will not generate a significant increase in traffic as detailed in the Traffic and Road Assessment and Section 3K of this report.

The applicants' proposed use is relatively quiet, especially in comparison to typical agricultural noise, and unavoidable noise can be mitigated to the extent that it will not cause a nuisance to the surrounding community. The nearest neighboring residence is approximately 600 feet away from the proposed event venue. Though

the agricultural zoning of the subject CPR unit would permit greater noise levels generated on the CPR unit (Class C), the applicants do not wish to disturb neighboring residences with noise from events and to date have never had any complaints from neighbors regarding noise. To ensure that noise generated by events at the venue will not adversely affect neighboring properties, the applicants will comply with "Class A" residential sound levels (55 decibels at the CPR unit boundary) which will help maintain the existing conditions of the community. Further, all events will end by 10 PM and no outdoor amplified music will be allowed, further minimizing potential noise impacts. However, it should be noted that farm generated noises will continue (mowers, other agricultural equipment) that may exceed residential noise levels.

It should also be noted that the noise generated by coqui frogs is much greater than that proposed to be allowed by the venue. Coqui frog noise reaches 90 decibels at night, roughly similar to the noise generated by a running lawnmower. The proposed limit to venue generated noise of 55 decibels is many orders of magnitude less than existing ambient background noise. In order to create effective noise monitoring for the venue with this elevated background noise, monitoring devices at the venue will be calibrated to the levels experienced at the property boundary when coqui frogs are not active.

Lastly, visual impacts will be very minimal. There are few homes proximate to the subject site and many of the properties in the area utilize natural vegetation or landscaping to screen views from neighboring properties. Currently, there are no homes in the sight lines of the proposed venue site. The applicants will establish and maintain landscaping in keeping with the character of the area. All patrons will park onsite in designated areas provided by the applicants.

Although a small portion of the lot will need to be cleared for construction, the applicants intend to provide landscaping to maintain visual effects that are consistent with the surrounding neighborhood. Also, due to the slight western downward slope in the topography of the land, the proposed project will not interfere with the views from any of the surrounding properties.

It should also be noted that despite repeated attempts by the applicants to consult with neighbors and community members, neighbors have largely refused to discuss the potential issues and proposed mitigation measures.

4C. Impacts to Public Agencies

The proposed project will not unreasonably burden public agencies to provide roads and streets, sewers, water, drainage, school improvements, and police and fire protection as none of these agencies will be required. The subject site is already accessible via Waiono Ranch Road and no additional utilities will need to be provided by public agencies. The Kailua Fire Station and Police stations are approximately 5 miles from the subject site. As Waiono Ranch Road is a private access road the County does not provide services or utilities to the property and any burden on public agencies will not be increased by the proposed use.

4D. Unusual Conditions

Unusual conditions, trends, and needs have arisen since the district boundaries and regulations were established. The CPR unit and surrounding areas are designated for agricultural uses by both State and County land use laws. Through the issuance of a Special Permit, a community may establish various non-agricultural services that may not be available or allowed by zoning for its residents.

Since the district boundaries were established, visitor numbers to Hawaii have been increasing steadily and demand has increased for tourism venues focusing on agricultural education and hosting of special events.

It is hard enough to make it as a farmer in Hawaii on a good day when everything is working as it should. Hawaii farmers are subject to added transportation costs for their agricultural inputs and equipment, plus the added costs of shipping the goods to distant markets. Prices for agricultural land are extremely high and much of Hawaii's productive agricultural lands have been developed into large estates with no agriculture being practiced at all. Prices for farm labor are also very high in Hawaii. Along with these hurdles that can be planned for there are additional difficulties imposed by a changing climate and a ever growing list of invasive pests.

The Hickeys have managed to create a successful farm operation, demonstrating sound stewardship of their land. They have managed to innovate and vertically integrate their farm with a successful event venue based out of their home. Now more than ever we need to support local farmers striving to make their business succeed while respecting their community. Allowing a Special Permit to conduct a

small, family-owned and operated event venue on a working farm will offer a unique recreational opportunity for residents in a uniquely beautiful setting while preserving the agricultural character of mauka Kona.

4E. Land Suitability for Permitted Uses

The proposed Special Permit area consists of approximately 2 acres of land and includes moderately sloped land with thin soils overlaying pahoehoe lava. The special permit area also includes the grounds surrounding the applicants' residence and their driveway access. These areas have little to no potential for further agricultural development due to their present use and the land slope and poor soil quality. Further, the CPR unit is already the site of a commercial coffee orchard and farm dwelling. The addition of a special event venue will support the farm operations as the events serve as an important outlet for the coffee grown on the farm and the farm would likely not be economically viable without hosting special events. Likewise, the farm serves as a unique and attractive setting for weddings and other special events held at the venue.

The proposed Special Permit area accounts for only 10% of the CPR unit area. The remaining 90% is and will continue to be used in productive commercial agriculture. Allowing the operation of the proposed venue will not represent a significant reduction of the agricultural lands inventory of the County of Hawaii. In fact, granting the requested Special Permit will support the continued use of the land for agricultural pursuits.

4F. Land Character and Present Use

The proposed use will not substantially alter or change the essential character of the land and the present use. The proposed project is intended to preserve the essential character of the present use of the land so that it may be enjoyed by others.

As mentioned above, the only alterations to the subject site will be the addition of necessary related improvements so that visitors may enjoy the unique setting and hold special events at the proposed venue. Permitting the applicants to construct an event venue will allow them to maintain and showcase the essential character of their property for the recreational benefit of other residents and visitors. Thus, the applicants will utilize the land to its highest and best use rather than

allowing it to sit and potentially become overgrown with invasive species.

4G. Relationship to General Plan

The proposed use will not be contrary to the goals, policies, and standards of the General Plan and the Kona Community Development Plan. The General Plan states under Economic goals 2.2A, "Provide residents with the opportunity to improve their quality of life through economic development that enhances the county's natural and social environments", and 2.2B "Economic development and improvements shall be in balance with the physical, social, and cultural environments of the Island of Hawaii". In addition, it states under 2.2E Economic Goals, "Strive for an economic climate that provides its residents an opportunity for choice of occupation".

The proposed request clearly meets the goals of the GP outlined above. The proposed project will provide an opportunity for the applicants to employ themselves in a manner that serves the recreational needs of their community, providing a unique and scenic event venue for community members and visitors.

The Kona Community Development Plan (KCDP) attempts to further define the General Plan and serves as a guide for decision-makers. The proposed project conforms to the following objectives of the KCDP:

Policy ENV-1.5: Sensitive Resources. *In the context of Kona's ecology and history, the following natural and cultural resources shall be considered sensitive and therefore shall be inventoried, as part of any permit application to the County Planning Department:*

- *Critical habitat areas as identified by the U.S. Fish and Wildlife or County General Plan;*
- *Predominantly native ecosystems, which may not be considered endangered but are valued because of their nearly pristine condition*
- *Anchialine ponds subject to a management Program addressed in Policy ENV-1.10: Non-Degradation of Anchialine Ponds*
- *High-level groundwater recharge area which shall initially be defined as all lands mauka of the 1,500-foot elevation and which may be refined by the Kona Mauka Watershed Management Program;*
- *Historic trails;*

- *Archaeological and historic sites subject to protection under HRS Chapter 6E; and,*
- *Enhanced Shoreline Setback.*

Any permit application that encompasses any of the above resources should incorporate these resources as assets.

The proposed event venue meets the criteria of the KCDP outlined above by using the land in a manner intended to preserve the watershed function and showcase the natural beauty of Kona while creating new recreational opportunities for the community and visitors.

4H. Unusual and Reasonable Use

The proposed use is an unusual and reasonable use of the land, which would not be contrary to the objectives to be sought by the Land Use Law and Regulations, which, for the Agriculture District, seek to preserve or keep the land of high agricultural potential in agriculture usage.

The request is unusual in that the proposed request is not strictly agricultural in nature; the use would allow the applicants to hold special events within a new venue and surrounding area on an active commercial coffee farm. The applicants are young farmers attempting to diversify their farming operation by hosting events on their working farm. In so doing, they will support scores of local small businesses severely impacted by the current pandemic induced economic crisis.

As noted earlier the site is considered "other" Important Agricultural Land under ALISH, but classified by the Land Study Bureau as D, or poor. The proposed use will allow a relatively small area (approximately 2 acres or 10%) of a farm that is unsuitable for agriculture related use to provide employment opportunities, and recreation options for the community and visitors. Also, the proposed use will directly support and promote the existing commercial farm.

In conclusion, the proposed Special Permit request would provide the growing number of residents and tourists to the Kona area with additional recreational opportunities while showcasing the applicants' beautiful coffee farm.

THE HONOLULU LAND COURT
RECORDS SECTION

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LAND COURT

REGULAR SYSTEM

AFTER RECORDATION, RETURN BY: MAIL (x) PICKUP ()

Roger V. Meeker, Attorney at Law
P.O. Box 596
Kamuela, Hawaii 96743
Phone: (808) 885-9696

Tax Map Key: 7-6-002-028 (3rd)

GREENER PASTURES
Condominium Project

DECLARATION OF CONDOMINIUM PROPERTY REGIME

CONDOMINIUM MAP NO. 2623

WHEREAS, HAWAII GREENER PASTURES PARTNERSHIP, a Hawaii general partnership (hereinafter referred to as the "Fee Owner"), is the fee simple owner of certain real property described in Exhibit "A" attached hereto and incorporated herein by reference;

NOW, THEREFORE, in order to create a condominium project consisting of the land described in Exhibit "A" together with improvements existing thereon (hereinafter referred to as the "Project") and to be known as "GREENER PASTURES", said Fee Owner hereby submits said property and all of its interest therein to the Condominium Property Regime established by the Condominium Property Act, Chapter 514A, Hawaii Revised Statutes, and in furtherance thereof makes the following declarations as to divisions, limitations, restrictions, covenants and conditions, and hereby declares and agrees that said property is held and shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, and improved subject to this Declaration, which shall constitute covenants running with the land and shall be binding on and for the benefit of the owners and lessees of all or any part of the Project and their respective successors, heirs, executors, administrators and assigns.

I -- LAND

The land upon which the buildings and improvements of the Project are located is described in Exhibit "A" attached hereto.

II -- DIVISION OF PROPERTY

Four fee simple estates are hereby created and designated, and hereinafter referred to as "condominium units" (also referred to herein as "unit" or "units"). Specifically, the four estates so created and designated are referred to hereinafter as "Unit 1", "Unit 2", "Unit 3" and "Unit 4". Unless provided otherwise herein, each individual condominium unit is comprised of all of the structure(s) and/or other improvements physically located on the land area appurtenant to said unit (which land areas are designated and defined in Section IV herein). Said condominium units are shown and designated on plans incorporated herein by reference and filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii and/or recorded in the Bureau of Conveyances of the State of Hawaii as a Condominium Map, the number of which is noted on the first page hereof. The units are described as follows:

- (a) "Unit 1" consists of the following: (1) a separate wood-frame greenhouse structure of approximately 64 square feet; and (2) any and all other future improvements which may be constructed on the land area appurtenant to said unit by the owner thereof. Specifically, in addition to said greenhouse structure, and subject to the provisions of Section XVI(f) herein, the owner thereof is permitted to build other improvements as allowed by applicable law, provided that said improvements comply with the provisions of this Declaration and all applicable buildings codes and zoning ordinances. The right to secure the building permit(s) for and construct said improvements vests solely with the owner of said unit, and the costs and expenses of any such future construction shall be borne solely by the owner of said unit.
- (b) "Unit 2" consists of the following: (1) a separate wood-frame greenhouse structure of approximately 64 square feet; and (2) any and all other future improvements which may be constructed on the land area appurtenant to said unit by the owner thereof. Specifically, in addition to said greenhouse structure, and subject to the provisions of Section XVI(f) herein, the owner thereof is permitted to build other improvements as allowed by applicable law, provided that said improvements comply with the provisions of this Declaration and all applicable buildings codes and zoning ordinances. The right to secure the building permit(s) for and construct said improvements vests solely with the owner of said unit, and the costs and expenses of any such future construction shall be borne solely by the owner of said unit.
- (c) "Unit 3" consists of the following: (1) a separate wood-frame greenhouse structure of approximately 64 square feet; and (2) any and all other future improvements which may be constructed on the land area appurtenant to said unit by the owner thereof. Specifically, in addition to said greenhouse structure, and subject to the provisions of Section XVI(f) herein, the owner thereof is permitted to build other improvements as allowed by applicable law, provided that said improvements

comply with the provisions of this Declaration and all applicable buildings codes and zoning ordinances. The right to secure the building permit(s) for and construct said improvements vests solely with the owner of said unit, and the costs and expenses of any such future construction shall be borne solely by the owner of said unit.

- (d) "Unit 4" consists of the following: (1) a separate wood-frame greenhouse structure of approximately 64 square feet; and (2) any and all other future improvements which may be constructed on the land area appurtenant to said unit by the owner thereof. Specifically, in addition to said greenhouse structure, and subject to the provisions of Section XVI(f) herein, the owner thereof is permitted to build other improvements as allowed by applicable law, provided that said improvements comply with the provisions of this Declaration and all applicable buildings codes and zoning ordinances. The right to secure the building permit(s) for and construct said improvements vests solely with the owner of said unit, and the costs and expenses of any such future construction shall be borne solely by the owner of said unit.

The condominium units are located in the manner shown on the said Condominium Map. Each unit has direct access to the common areas. The respective units shall not be deemed to include any pipes, wires, conduits or other utility lines running over, under or through any unit which are utilized for or serve more than one unit, the same being deemed common elements as hereinafter provided.

III -- COMMON ELEMENTS

One freehold estate is hereby designated of all the remaining portions of the Project, herein referred to as "common elements". Each unit owner may use the common elements in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other unit owners. Said common elements include specifically, but are not limited to, the following:

- (a) The land in fee simple, subject to the provisions of Section IV herein;
- (b) The existing County water meter serving the parcel comprising the land portion of the Project;
- (c) All ducts, electrical equipment, wiring and other central and appurtenant installations for common services, if any, including power, light, water, gas, sewage, irrigation, telephone and television cable;
- (d) Any and all other elements and facilities rationally in common use or necessary to the existence, upkeep and safety of the Project.

The common elements shall remain undivided, and no right shall exist to partition or divide any part thereof, except as provided in Section IV herein or except as provided in the Condominium Property Act. Any such partition or division shall be subject to the prior consent thereto by the holder(s) of all mortgage(s) of any condominium unit(s) which are filed of record.

IV -- LIMITED COMMON ELEMENTS

Certain parts of the common elements, herein referred to as the "limited common elements", are hereby designated and set aside for the exclusive use of one or more units, and such unit(s) shall have appurtenant thereto perpetual and exclusive easements for the use of such limited common elements. The limited common elements so set aside and reserved are as follows:

- (a) That certain land area upon and around which "Unit 1" is located, shown and designated on the Condominium Map and being approximately 20.000 acres in area, is deemed a limited common element appurtenant to and for the exclusive use of "Unit 1".
- (b) That certain land area upon and around which "Unit 2" is located, shown and designated on the Condominium Map and being approximately 20.000 acres in area, is deemed a limited common element appurtenant to and for the exclusive use of "Unit 2".
- (c) That certain land area upon and around which "Unit 3" is located, shown and designated on the Condominium Map and being approximately 20.000 acres in area, is deemed a limited common element appurtenant to and for the exclusive use of "Unit 3".
- (d) That certain land area upon and around which "Unit 4" is located, shown and designated on the Condominium Map and being approximately 20.000 acres in area, is deemed a limited common element appurtenant to and for the exclusive use of "Unit 4".

All costs of every kind pertaining to the aforesaid limited common elements, including but not limited to costs of landscaping, maintenance, repair, replacement and/or improvement, shall be borne solely by the owner(s) of the unit(s) to which said limited common elements are appurtenant.

V -- COMMON INTEREST

Each unit and its owner(s) shall have appurtenant thereto a one-fourth (1/4) fractional interest (25.0 percentage interest) in the common elements of the Project, for all purposes including voting, said interest being referred to as the "common interest".

VI -- EASEMENTS

(a) **Generally.** In addition to the exclusive easements established in the limited common elements, each unit shall have appurtenant thereto non-exclusive easements in the common elements designed for such purposes of ingress to, egress from, utility services for, and support, maintenance and repair of such unit, and in the other common elements of the Project for use according to their respective purposes. When applicable,

each unit shall also have appurtenant thereto easements in the other unit(s) and/or their appurtenant land areas for the purposes of utility services for, and the maintenance and repair of said utility services, including but not limited to electricity, gas, water, sewage, telephone and television cable.

(b) **Easements of Record.** The interests of any unit created herein, including the limited common element land area appurtenant to any unit, shall be perpetually subject to or benefitted by, as the case may be, any easements of record as well as those easements, if any, described in Exhibit "A" of this Declaration and/or shown and designated on the Condominium Map.

(c) **Driveway and Utility Easement "A".** Unit 4 of the Project shall have appurtenant thereto a mutual and non-exclusive easement, for purposes of roadway/driveway ingress and egress and for utility access purposes, over and across that portion of the limited common element land area appurtenant to Unit 1 set aside for said purpose, being fifty feet (50') wide, as shown and designated on the Condominium Map as Easement "A". The maintenance, repair and improvement of the driveway uses of said easement area shall be the mutual responsibility of the owners of Unit 1 and Unit 4, and all costs incurred in connection with same shall be shared equally by both unit owners. Unless agreed otherwise, the costs incurred in connection with the installation, maintenance, repair and/or improvement of utility services to a particular unit within and through said easement area shall be borne by the owner of the unit so served.

(d) **Driveway and Utility Easement "B".** Unit 3 of the Project shall have appurtenant thereto a mutual and non-exclusive easement, for purposes of roadway/driveway ingress and egress and for utility access purposes, over and across that portion of the limited common element land area appurtenant to Unit 2 set aside for said purpose, being fifty feet (50') wide, as shown and designated on the Condominium Map as Easement "A". The maintenance, repair and improvement of the driveway uses of said easement area shall be the mutual responsibility of the owners of Unit 2 and Unit 3, and all costs incurred in connection with same shall be shared equally by both unit owners. Unless agreed otherwise, the costs incurred in connection with the installation, maintenance, repair and/or improvement of utility services to a particular unit within and through said easement area shall be borne by the owner of the unit so served.

VII -- ALTERATION AND TRANSFER OF INTERESTS

Except as otherwise provided in this Declaration, the common interest and easements appurtenant to each condominium unit shall have a permanent character and shall not be altered without the approval of all the unit owner(s) affected, expressed in a duly recorded amendment to this Declaration, which amendment shall contain the consent thereto by the holders of all mortgages of any affected unit which are filed of record. The common interest and easements shall not be separated from the unit to which they appertain and shall be deemed to be conveyed, leased or encumbered with such unit even though such interest or easement may not be mentioned or described expressly in the instrument of transfer.

VIII -- PURPOSES OF BUILDINGS AND RESTRICTIONS AS TO USE

(a) **Generally.** The units of the Project shall be occupied and/or used only for those purposes permitted by applicable land use laws and zoning ordinances. The unit owners shall have the absolute right to lease or rent their units subject to the limitations, restrictions, covenants and conditions contained in this Declaration or in the By-Laws of the Association of Condominium Owners. Subject also to said Declaration and By-Laws, maximum allowance and freedom shall be given so as to accomodate the individual unit owner's artistic, creative and life-style requirements. The restrictions and protective provisions contained in this section affect and restrict the entire Project, and are and shall be construed as protective provisions running with the land, binding upon all owners of units within the Project, and all subsequent owners thereof, including tenants, lessees and renters.

(b) **County Water Meter.** The parcel comprising the land portion of the Project is presently served by a single County water meter. Until such time as separate County water meters are obtained for each unit: (i) the primary water source for each unit shall be by way of water catchment; and (ii) said existing County water service shall only be used by the individual unit owners of the Project as a back-up system. No water from said service may be sold to or used by other parcels.

(c) **Overhead Utility Lines.** No overhead utility lines of any nature may be constructed upon and/or located within any portion of the limited common element land areas appurtenant to Unit 2 or Unit 3 of the Project located above the twenty-three hundred foot (2,300') elevation level; accordingly, all utility lines located on those portions of the land areas appurtenant to Unit 2 and Unit 3 above the 2,300-foot elevation level must be located underground.

IX -- SERVICE OF PROCESS

David A. Lucas, whose residence and post office address is P.O. Box 855, Holualoa, Hawaii 96725, is hereby designated as the person to receive service of process until such time as both units of the Project are sold or conveyed. It is intended that the Project will subsequently become self-managed.

X -- ASSOCIATION OF CONDOMINIUM OWNERS

Administration of the Project shall be vested in its Association of Condominium Owners, herein called the "Association", consisting of all unit owners of the Project in accordance with the By-Laws of the Association recorded concurrently herewith, as such may be amended from time to time. The owner of any unit, upon acquiring title thereto, shall automatically become a member of the Association, and shall remain a member thereof until such time as his ownership of such unit ceases for any reason, at which time his membership in the Association shall automatically cease; provided, however, that to such extent and for such purposes, including the exercise of voting rights, as shall be provided

by lease on any unit, a copy of which lease is filed with the Board of Directors of the Association, the lessee of such unit shall be deemed to be the owner thereof.

XI -- ADMINISTRATION OF THE PROJECT

Administration and operation of the Project, including the maintenance, repair, replacement and restoration of the common elements, and any additions and alterations thereto, shall be in accordance with the provisions of the Condominium Property Act, this Declaration, and the By-Laws of the Association. The owner of each condominium unit shall be solely responsible for the maintenance, repair, replacement and restoration of his individual unit and its appurtenant limited common elements, except as otherwise provided herein. The Association of Condominium Owners shall be responsible for all common elements of the Project, and specifically but without limitation, shall:

- (a) Repair, maintain, amend and keep all common elements of the Project, including without limitation the buildings thereof, if any, in good order and condition except as otherwise provided herein, and repair and make good all defects in the common elements of the Project herein required to be repaired by the Association, of which notice may be given by any owner or his agent, within thirty (30) days after the giving of such notice;
- (b) Observe and perform all laws, ordinances, rules and regulations now or hereafter made by any governmental authority for the time being applicable to the Project or the use thereof;
- (c) Not erect or place on any common elements of the Project any building or structure, including fences and walls, nor make additions or structural alterations to or exterior changes of any common elements of the Project, nor place or maintain thereon any signs or bills visible outside of the Project, except those first approved by a majority of the unit owners (or such larger percentage required by law or this Declaration) including all owners of units thereby directly affected;
- (d) Landscape and maintain in a neat and attractive condition all trees, shrubs, grass and groundcover, and replant the same as may be necessary, on all parts of the common elements not limited to a particular unit's use;
- (e) Have the right, to be exercised by its Board of Directors or Managing Agent, to enter any unit and limited common elements, if any, during reasonable hours as may be necessary for the operation of the Project, or for making emergency repairs therein required to prevent damage to any unit or common elements not limited to a particular unit's use, or for the installation, repair or replacement of any common elements not limited to a particular unit's use;
- (f) Not make or suffer any strip or waste, or unlawful, improper or offensive use of the Project or any portion thereof.

XII -- COMMON EXPENSES

(a) **Expenses of Common Elements.** The owner of each unit shall be liable for and shall pay a share of the common expenses of the Project in proportion to the common interest appurtenant to his unit. Said common expenses shall include all charges, costs and expenses whatsoever incurred by the Association for or in connection with the administration and operation of the Project, including, but not limited to, the following: (1) maintenance, repair, replacement and restoration of the common elements not limited to a particular unit's use; (2) premiums for hazard and liability insurance as required by this Declaration; (3) all utility services, including electricity, water, gas, sewer, refuse collection, etc., unless separately metered or charged; (4) janitorial, yard and other similar common services; (5) management fees; and (6) all other expenses necessary for the upkeep, maintenance, management and operation actually incurred on or for the common elements. All unit owners shall be severally liable for said common expenses in proportion to their respective common interests. Real property taxes and special assessments referred to in Section 514A-6, Hawaii Revised Statutes, as amended, shall not be common expenses of the Condominium Property Regime hereby created, and no payments thereof shall be considered payments of common expenses.

(b) **Expenses of Limited Common Elements.** All charges, costs and expenses incurred by the Association for or in connection with the administration and upkeep of the limited common elements, including but not limited to, costs of maintenance, repair and replacement thereof, and additions, alterations and improvements thereto, shall be assessed against and borne entirely by the respective unit(s) to which any such limited common elements are appurtenant.

(c) **Assessments for Common Expenses.** The Board of Directors of the Association shall assess the common expenses against all units in their respective proportionate shares as provided for in Section XIII below. Any unpaid amount of such assessments against any unit shall constitute a lien against such unit which may be foreclosed by the Board of Directors or Managing Agent as provided for in said Condominium Property Act. In the event that assessments received during any year are in excess of the actual expenditures for such year by the Association for common expenses of the Project, the Board of Directors may determine in its sole discretion that such excess shall be: refunded to the unit owners in whole or in part; applied in whole or in part to reduce the assessments for the immediately subsequent year; designated in whole or in part as a capital contribution to the Association to be used for future capital improvements and replacements; segregated and held in whole or in part as a Custodial Fund to be expended solely for specifically designated capital improvements and replacements, or; segregated and added in whole or in part to the Maintenance Reserve Fund established hereunder. No unit owner may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the common elements or by abandonment of his unit.

(d) **Water Service Expenses.** Notwithstanding the provisions of Section XII(a) hereinabove, for as long as the Project is served by only one County water meter, the unit owners shall share the expenses incurred in connection with said water service in proportion to their respective water usage, rather than in proportion to their respective

common interests. In the event that there are County-imposed restrictions on the amount of water available to the one meter serving the Project, each unit's proportionate water usage shall not exceed its respective common interest share (as defined in Section V herein) of the total allowable usage. In the event that additional water meters are secured for the Project, thus providing each condominium unit with a separate meter, each unit owner shall be solely responsible for the water charges attributable to its respective unit.

XIII -- MAINTENANCE RESERVE FUND

(a) **General Provisions.** The Board of Directors shall establish and maintain a Maintenance Reserve Fund by the assessment of and payment by all the unit owners, in equal monthly installments, of their respective proportionate shares of such reasonable annual amounts as the Board may estimate as adequate to cover each unit owner's obligations to provide for utilities, insurance, maintenance and repair of the common elements, and other common expenses of administration of the Project, which shall be deemed conclusively to be a common expense of the Project. The Board may include reserves for contingencies in the assessment, and the assessment may from time to time be increased or reduced at the discretion of the Board. The proportionate interest of each unit owner in said Maintenance Reserve Fund, or in the capital contributions or Custodial Fund provided for in Section XII above, cannot be withdrawn or separately assigned, but shall be deemed to be transferred with such unit even though not expressly mentioned or described in the conveyance thereof. In case the Condominium Property Regime hereby created shall be terminated or waived, said Maintenance Reserve Fund, capital contributions or Custodial Fund remaining after full payment of all common expenses of the Association shall be distributed to all unit owners in their respective proportionate shares.

(b) **Waiver of Fund.** In the event that the Project has no common expenses that require regular monthly assessment and payment, the Board of Directors may elect not to establish and maintain a Maintenance Reserve Fund and to instead levy special assessments only when common expenses arise from time to time. Whenever such special assessments are levied, the Board shall assess the owners according to their respective proportionate shares.

XIV -- INSURANCE

(a) **Casualty and Liability Insurance.** The Association shall at all times keep all improvements of the Project insured against loss or damage by fire, in an amount sufficient to provide for the full repair or replacement thereof in the event of such loss or damage. Flood insurance shall also be provided under the Federal Flood Disaster Protection Act if the property is located in an identified flood hazard area as designated by the federal Department of Housing and Urban Development. Exterior glass or other casualty coverage may be provided at the option of the Association. In addition to the foregoing casualty coverage, the Association may purchase and maintain directors' and officers' liability insurance with minimum coverage in such amount as shall be determined by the Board of Directors. All insurance premiums incurred pursuant to this subsection shall be common expenses.

(b) **General Insurance Provisions.** All insurance required under this section shall be written on the property in the name of the Association of Condominium Owners and shall be purchased from an insurance company authorized to do business in the State of Hawaii. All provisions for insurance contained herein are without prejudice to the right of each unit owner to insure his own unit for his own benefit.

(c) **Individual Insurance.** In the event that none of the structures comprising the improvements portion of the Project contain more than one unit, but rather each of the individual units of the Project is comprised of a separate detached structure or structures, the Association may, at its option, elect to comply with the provisions of the foregoing subsection (a) by alternatively requiring that individual unit owners provide their own casualty and liability insurance; PROVIDED, HOWEVER, that (i) any such decision to allow individual unit owners to insure themselves must be by unanimous agreement of and participation by all unit owners of the Project, and (ii) all insurance policies so secured shall name the Association as an additional insured party. Payment of any premiums pursuant to this subsection shall not be a common expense, but shall be the responsibility of each individual unit owner. The provisions of this subsection shall not apply to any portion of the Project comprised of improvements deemed common elements under this Declaration; said common elements shall be insured by the Association at its common expense.

XV -- DAMAGE OR DESTRUCTION OF IMPROVEMENTS

(a) **Individual Units.** If any part of the improvements of an individual unit, including any limited common element appurtenant exclusively to said unit, shall be damaged or destroyed by an insured or uninsured casualty, the determination of whether or not to reconstruct or repair the same shall be made by the owner of said unit. Specifically, unless the owner of the damaged or destroyed unit, with the approval of the holder(s) of any mortgage(s) affecting said unit, decide against such reconstruction and/or repair, or unless this Declaration is terminated by vote of all of the unit owners pursuant to the provisions of Section 514A-21 of the Condominium Property Act, said owner shall proceed promptly and diligently with reconstruction and/or repair of the unit; provided, however, that said owner shall be provided a reasonable time period for the adjusting of any insurance loss, preparation of building plans, hiring of contractors, architects, and other professionals, and arranging of financing. All such reconstruction and/or repair shall be made in accordance with plans conforming to this Declaration and to all laws and ordinances then in effect. If the owner of a damaged or destroyed unit elects not to repair or reconstruct the unit pursuant hereto, said owner shall be responsible at his own cost and expense to remove all remains of the unit so damaged or destroyed and to restore the site thereof to good orderly condition and even grade. Any insurance proceeds payable with respect to the unit in connection with a casualty loss shall be paid to the unit owner and his mortgagee(s), as their interests may appear.

(b) **Common Elements.** In the event of loss or damage which extends to any part of the common elements of the Project, the Association shall promptly reconstruct and/or repair such improvements unless the Declaration is terminated pursuant to the provisions of Section 514A-21 of the Condominium Property Act, with the consent of all mortgagee(s) of any unit(s). Restoration of the common elements shall be completed

diligently by the Association at its common expense, according to the original plans and elevations thereof, or such modified plans conforming to laws and ordinances then in effect. Unless restoration is undertaken within a reasonable time after such casualty, the Association, at its common expense, shall remove all remains of improvements so damaged or destroyed and restore the site thereof to good orderly condition and even grade.

XVI -- ALTERATION OF INDIVIDUAL CONDOMINIUM UNITS

Notwithstanding anything to the contrary contained in this Declaration, individual unit owners shall have the right, at their sole discretion and without the consent or permission of other unit owners or the Association, to renovate, remodel, make additions to, enlarge, remove, replace or restore the improvements to or in their unit or portions thereof, or to make improvements upon the land area appurtenant to the unit (collectively, the foregoing are referred to as "alterations"), provided said alterations are permitted by and done in complete accordance with all applicable ordinances, codes, rules, regulations or other requirements in force at the time said alterations are made. All alterations made by a unit owner pursuant hereto are subject to the following conditions:

- (a) All building plans prepared in connection with any such alterations shall conform with all applicable County building and zoning ordinances.
- (b) No improvements shall be constructed outside the limited common element land area appurtenant to the unit. All improvements (exclusive of fences, walls and/or driveways) constructed after the date of this Declaration shall maintain a minimum setback of twenty feet (20') from all property lines (including all individual limited common element land area perimeter boundaries), or such greater distance as may be required by applicable zoning ordinances. No alteration to a unit will be made if the effect of such alteration would be to exceed the unit's proportionate share of the allowable floor area and/or lot area coverage for the land upon which the Project is located, as defined by the applicable zoning ordinances in effect when the alteration is to be made; pursuant hereto, each unit's proportionate share of the buildable floor area and/or lot area coverage shall be the same as its common interest share (as defined in Section V herein).
- (c) All such alterations shall be at the expense of the unit owner making said alterations, and shall be expeditiously made and in a manner that will not unreasonably interfere with any other unit owner's use of their limited common element land area.
- (d) The owner of an altered unit shall have the right to utilize, relocate and realign existing appurtenant installations and/or to develop additional appurtenant installations for services to the unit affected by such alterations for electricity, water, sewer and other utilities and services and, when applicable, to add, delete, relocate, realign, designate and grant easements and rights-of-way over, under and on the common elements and/or any limited common elements benefiting more than one unit as necessary or desirable in connection therewith; provided that the same

shall not cause any interruption in the service of such utilities to any other part of the Project.

- (e) The owner of any altered unit shall have the right and duty, without the consent or joinder of any other person, to amend and shall be required to amend this Declaration and the Condominium Map to reflect any such alterations. If required by the Condominium Property Act, then promptly upon completion of such alterations, the owner of the altered unit shall duly record an amendment to this Declaration with the Bureau of Conveyances of the State of Hawaii, together with a complete set of floor plans and elevations of the Project as so altered, certified as built by a registered architect or professional engineer. Pursuant hereto, all unit owners and their mortgagees, by acquiring an interest in a unit, shall be deemed to have been granted a Power of Attorney from all other unit owners to execute an amendment to this Declaration solely for the purpose of describing the alterations to their respective unit. This Power of Attorney shall be deemed coupled with each owner's interest in their unit and shall be irrevocable.
- (f) Until such time that all four units of the Project have been issued a building permit for at least one dwelling unit, no alteration or addition shall be made to a unit and no addition shall be placed upon the limited common element land area appurtenant to such unit if the effect of such alteration or addition would be to create more than one dwelling unit, as defined by the County, upon or within such unit or land area; PROVIDED, HOWEVER, that after all four units of the Project have been issued a building permit for at least one dwelling unit, any unit owner may attempt to secure building permit(s) to construct additional dwelling unit(s) as may be permitted by the County.
- (g) Each and every conveyance, lease and mortgage or other lien made or created on any unit and all common interests and other appurtenances thereto shall be subject to the provisions of this section and any lease of a unit or its appurtenant land area shall reserve to all unit owners the rights set forth in this section.

XVII -- JOINDER AND POWER OF ATTORNEY

(a) **Joinder.** To the extent that joinder of any other unit owner(s) may be required in order to effect any alterations to individual units as provided for herein, or to otherwise make lawful use of their unit to the extent and in the manner allowed by applicable law or ordinance, including but not limited to the obtaining of building permits, governmental applications, and/or amending of the Declaration or Condominium Map and the recordation thereof, each and every owner, by acquiring an interest in the Project or property, by such acquisition, consents and agrees to execute such documents and instruments and do such other things as may be necessary or convenient to effect said alterations or make such accommodations.

(b) **Power of Attorney.** The Fee Owner, and after creation of the Association, the President of the Association, is hereby granted a power of attorney to execute all building permits, governmental applications or similar matters sought by the Association or

any individual condominium unit owner. Said President, when requested, shall promptly execute all such documents which do not violate law or any Project documents.

**XVIII -- COMPLIANCE WITH CONDOMINIUM LAW,
DECLARATION, BY-LAWS AND ASSOCIATION ACTIONS**

All unit owners, their tenants, families, servants and guests, and any other persons who may in any manner use the Project or any part thereof, shall be bound by and shall comply strictly with the provisions of the Condominium Property Act, Chapter 514A of the Hawaii Revised Statutes, this Declaration, the By-Laws of the Association of Condominium Owners, and all agreements, decisions and determinations of the Association, as lawfully made or amended from time to time, and failure to comply with any of the same shall be grounds for an action, with costs and fees chargeable to the losing party, to recover sums due, for damages or injunctive relief, or both, maintainable by the Managing Agent or the Board on behalf of the Association, or in a proper case, by an aggrieved unit owner. The aforesaid By-Laws of the Association, recorded concurrently herewith, are incorporated herein by reference.

XIX -- RIGHTS OF MORTGAGE HOLDERS, INSURERS OR GUARANTORS

(a) **Notice Required.** The Association shall provide the holder(s), insurer(s), or guarantor(s) of the mortgage(s) on any unit in the Project with timely written notice of any of the following: (a) any condemnation or casualty loss that affects either a material portion of the Project or the unit securing its mortgage; (b) any 60-day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage; (c) a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and (d) any proposed action that requires the consent of a specified percentage of mortgage holders.

(b) **Priority of Mortgage Holders.** Notwithstanding anything in this Declaration or the By-Laws of the Association of Condominium Owners to the contrary, no unit owner or any other party shall have priority over any rights of mortgagees of units pursuant to their mortgage(s) in the case of a distribution to unit owners of insurance proceeds or condemnation awards.

(c) **Amendment of Declaration or By-Laws.** No amendment of this Declaration or of the By-Laws of the Association of Condominium Owners shall affect the rights of any mortgagee of any unit in the Project whose mortgage is recorded prior to the recordation of such amendment and who does not consent to said amendment. Any amendments of a material nature to either the Declaration or By-Laws shall require the consent of mortgage holders representing at least fifty-one percent (51%) of the votes of unit estates that are subject to mortgages held by holders.

XX -- AMENDMENT TO DECLARATION

Except as otherwise provided herein or in the Condominium Property Act, this Declaration may be amended upon the vote or written consent of seventy-five percent (75%) of all unit owners, effective only upon the recording of an instrument setting forth the amendment and vote duly executed by said owners or by the proper officers of the Association of Condominium Owners.

XXI -- ACTIONS OF FEE OWNER

As long as the Fee Owner owns one or more of the units of the Project, said Fee Owner shall be subject to the provisions of this Declaration and the By-Laws of the Association of Condominium Owners; provided, however, that prior to the first meeting of the Association, the Fee Owner shall have full authority to represent the Association and shall act in all matters as the Association.

XXII -- ARBITRATION

At the request of any party, any dispute concerning or involving one or more unit owners and the Association of Condominium Owners, its Board of Directors, managing agent, or one or more other unit owners relating to the interpretation, application or enforcement of the Condominium Property Act (Chapter 514A, Hawaii Revised Statutes, as amended), this Declaration, the By-Laws, or House Rules adopted in accordance with said By-Laws, as said documents may be hereafter lawfully amended, shall be submitted to arbitration. All arbitrations shall be conducted, unless otherwise agreed by the parties, in accordance with the provisions of Chapter 514A, Part VII (Sections 514A-121 et seq.), of the Hawaii Revised Statutes.

XXIII -- INVALIDITY

The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

XXIV -- STATUS OF PROJECT

The Project is a conversion of fully constructed and existing structures to condominium status. Said structures are in compliance with all zoning and building ordinances and codes applicable to the Project. No variance has been granted to achieve such compliance. To the best of Fee Owner's knowledge, information and belief, the Project does not contain any legal non-conforming uses or structures as a result of the adoption or amendment of

XXV -- RESERVATION OF DEVELOPMENT RIGHTS

The Fee Owner, on behalf of itself and all future individual unit owners of the Project, hereby expressly reserves the right to subdivide the land upon which the entire Project is located. In the event that the Fee Owner (or, in the event that there are more than one owner of the Project, all of the unit owners of the Project, hereinafter referred to as "collective unit owners") is able to obtain formal County subdivision of the property into four parcels, each parcel being identical in size and configuration to the four limited common land areas appurtenant to each of the four units of this Project, said Fee Owner (or collective unit owners, as applicable) may, at its option, remove the entire property from the provisions of the Condominium Property Act, pursuant to Section 514A-21 of the Hawaii Revised Statutes. Pursuant thereto, the Fee Owner (or collective unit owners, as applicable) shall execute and record any amendment(s) to this Declaration or other instrument(s) necessary to effect said removal. All costs incurred in connection with the exercise of the development rights reserved herein shall be shared by the collective unit owner(s) of the Project at the time said development rights are exercised, in proportion to their respective common interest shares. This reservation of development rights shall accrue to the benefit of any and all successors in interest and assigns of Fee Owner and/or the collective unit owners of the Project.

IN WITNESS WHEREOF, the Fee Owner has executed this Declaration of Condominium Property Regime for the GREENER PASTURES Condominium Project dated the 1st day of October, 1997.

HAWAII GREENER PASTURES
PARTNERSHIP, a Hawaii general partnership,

By *David A. Lucas*
DAVID A. LUCAS, Managing Partner

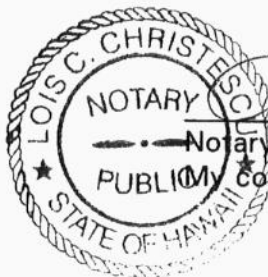
Fee Owner

STATE OF HAWAII

)
) SS:
)

COUNTY OF HAWAII

On this 17th day of November, 1997, before me personally appeared DAVID A. LUCAS, to me personally known, who, being by me duly sworn, did say that he is the Managing Partner of HAWAII GREENER PASTURES PARTNERSHIP, a Hawaii general partnership, that the foregoing instrument was signed in the name of and in behalf of said partnership, and said DAVID A. LUCAS acknowledged that he executed the same as his free act and deed as the free act and deed of said partnership.



Lois C. Christensen
Notary Public, State of Hawaii
Commission expires: 7-3-99

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Number 4475, Land Commission Award Number 7713, Apana 43 to V. Kamamalu and Royal Patent Number 8217, Land Commission Award Number 3660 to John P. Munn) situate, lying and being on the south side of Kahului 2nd and approximately 4,800 feet northeast of Mamalahoa Highway at Holualoa 1st and 2nd, North Kona, Island and County of Hawaii, State of Hawaii, being LOT 5 of the "WAIONO MEADOWS", and thus bounded and described as per survey of Russell Figueiroa, Registered Professional Surveyor with R. M. Towill Corporation, dated January 19, 1987, to-wit:

Beginning at the northeast corner of this parcel of land, on the south boundary of R.P. 1669, L.C.Aw. 8516-B to M. Kamikui, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KEAHUOLU R.M. NO. 1" being 5,667.19 feet south and 32,054.96 feet east, and thence running by azimuths measured clockwise from true south:

1. 336° 39' 2813.15 feet along the west boundary of Lot 8 of Waiono Meadows;
2. Thence along the north boundary of Lot 11 (roadway) of Waiono Meadows, on a curve to the right with a radius of 520.00 feet, the chord azimuth and distance being:
80° 17' 00" 320.80 feet;
3. Thence along the north boundary of Lot 11 (roadway) of Waiono Meadows, on a curve to the left with a radius of 400.00 feet, the chord azimuth and distance being:
74° 21' 00" 324.11 feet;
4. 50° 27' 194.00 feet along the north boundary of Lot 11 (roadway) of Waiono Meadows;
5. Thence along the north boundary of Lot 11 (roadway) of Waiono Meadows, on a curve to the right with

- a radius of 200.00 feet,
the chord azimuth and
distance being:
- 66° 28' 00" 110.37 feet;
6. 82° 29' 220.00 feet along the north
boundary of Lot 11
(roadway) of Waiono
Meadows;
7. Thence along the north boundary of Lot 11 (roadway) of
Waiono Meadows, on a
curve to the right with a
radius of 120.00 feet,
the chord azimuth and
distance being:
- 108° 12' 00" 104.14 feet;
8. 133° 55' 250.00 feet along the north
boundary of Lot 11
(roadway) of Waiono
Meadows;
9. Thence along the north boundary of Lot 11 (roadway) of
Waiono Meadows, on a
curve to the left with a
radius of 340.00 feet,
the chord azimuth and
distance being:
- 120° 00' 00" 163.55 feet;
10. 106° 05' 135.00 feet along the north
boundary of Lot 11
(roadway) of Waiono
Meadows;
11. Thence along the north boundary of Lot 11 (roadway) of
Waiono Meadows, on a
curve to the left with a
radius of 240.00 feet,
the chord azimuth and
distance being:
- 80° 25' 00" 207.90 feet;
12. 177° 19' 1795.31 feet along the east
boundary of Lot 3 of
Waiono Meadows;

13.	235°	25'		284.50	feet along remainder of R.P. 4475, L.C.Aw. 7713, Ap. 43 to V. Kamamalu;
14.	111°	51'		262.94	feet along remainder of R.P. 4475, L.C.Aw. 7713, Ap. 43 to V. Kamamalu;
15.	235°	12'	56"	1012.34	feet along R.P. 1669, L.C.Aw. 8516-B to M. Kamaikui to the point of beginning and containing an area of 80.000 acres, more or less.

Together with a nonexclusive and perpetual easement for roadway and utility purposes designated as Easement 13, over, upon, through, and across Lot 11, being more particularly described as follows:

LOT 11

(ROADWAY)

WAIONO MEADOWS

**LAND SITUATED ON THE NORTHEAST SIDE OF MAMALAHOA HIGHWAY
AND ON THE SOUTH SIDE OF KAHULANI RD**

BEING PORTIONS OF:

**ROYAL PATENT 7819, LAND COMMISSION AWARD 8559-B, APANA 8 TO W.C. LUMALITO;
ROYAL PATENT 4475, LAND COMMISSION AWARD 7713, APANA 43 TO V. KAMAHALU
AND ROYAL PATENT 8217, LAND COMMISSION AWARD 3660 TO JOHN P. MOORE**

At Puapuanui, Molokai 1st and 2nd, North Kona, Island of Hawaii, Hawaii

Beginning at the Southwest corner of this parcel of land, on the Northeast side of Mamalahoe Highway, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KEAHUOLU R.M. NO. 1" being 8,422.99 feet South and 26,575.56 feet East, and thence running by azimuths measured clockwise from true South:

1. 170° 21' 102.04 feet along the Northeast side of Mamalahoe Highway;
2. Thence along Lot 2 of Waiono Meadows, on a curve to the left with a radius of 25.00 feet, the chord azimuth and distance being:
313° 11' 00" 30.21 feet;
3. 276° 01' 3.48 feet along Lot 2 of Waiono Meadows;
4. Thence along Lot 2 of Waiono Meadows, on a curve to the left with a radius of 310.00 feet, the chord azimuth and distance being:
256° 18' 00" 209.17 feet;
5. 236° 35' 335.00 feet along Lot 2 of Waiono Meadows;
6. Thence along Lot 2 of Waiono Meadows, on a curve to the right with a radius of 200.00 feet, the chord azimuth and distance being:
251° 52' 00" 105.44 feet;
7. 267° 09' 190.00 feet along Lot 2 of Waiono Meadows;
8. Thence along Lot 2 of Waiono Meadows, on a curve to the right with a radius of 160.00 feet, the chord azimuth and distance being:
288° 52' 00" 118.41 feet;

9. 310° 35' 100.00 feet along Lot 2 of Waiono Meadows;
10. Thence along Lot 2 of Waiono Meadows, on a curve to the left
 with a radius of 120.00 feet, the chord azimuth
 and distance being:
 279° 21' 00" 124.45 feet;
11. 248° 07' 257.00 feet along Lot 2 of Waiono Meadows;
12. Thence along Lot 2 of Waiono Meadows, on a curve to the
 right with a radius of 130.00 feet, the chord
 azimuth and distance being:
 286° 43' 00" 162.21 feet;
13. 325° 19' 96.00 feet along Lot 2 of Waiono Meadows;
14. Thence along Lot 2 of Waiono Meadows, on a curve to the left
 with a radius of 110.00 feet, the chord azimuth
 and distance being:
 280° 22' 00" 155.43 feet;
15. 235° 25' 190.00 feet along Lot 2 of Waiono Meadows;
16. Thence along Lot 2 of Waiono Meadows, on a curve to the
 right with a radius of 100.00 feet, the chord
 azimuth and distance being:
 250° 25' 00" 155.29 feet;
17. 265° 25' 230.00 feet along Lot 2 of Waiono Meadows;
18. Thence along Lot 2 of Waiono Meadows, on a curve to the left
 with a radius of 180.00 feet, the chord azimuth
 and distance being:
 250° 51' 00" 90.54 feet;
19. 236° 17' 155.00 feet along Lot 2 of Waiono Meadows;
20. Thence along Lot 2 of Waiono Meadows, on a curve to the
 right with a radius of 120.00 feet, the chord
 azimuth and distance being:
 284° 11' 00" 178.07 feet;
21. 332° 05' 110.65 feet along Lot 2 of Waiono Meadows;
22. Thence along Lot 2 of Waiono Meadows, on a curve to the left
 with a radius of 100.00 feet, the chord azimuth
 and distance being:
 305° 20' 00" 90.02 feet;
23. 278° 35' 353.58 feet along Lot 2 of Waiono Meadows;
24. Thence along Lot 3 of Waiono Meadows, on a curve to the
 right with a radius of 220.00 feet, the chord
 azimuth and distance being:
 310° 18' 00" 231.32 feet;
25. Thence along Lot 3 of Waiono Meadows, on a curve to the left
 with a radius of 240.00 feet, the chord azimuth
 and distance being:
 323° 43' 00" 150.72 feet;
26. 305° 25' 286.00 feet along Lot 3 of Waiono Meadows;

27. Thence along Lot 3 of Waiono Meadows, on a curve to the left with a radius of 100.00 feet, the chord azimuth and distance being:
279° 30' 00" 87.41 feet;
28. 253° 35' 340.00 feet along Lot 3 of Waiono Meadows;
29. Thence along Lot 3 of Waiono Meadows, on a curve to the left with a radius of 390.00 feet, the chord azimuth and distance being:
242° 55' 00" 144.37 feet;
30. 232° 15' 120.00 feet along Lot 3 of Waiono Meadows;
31. Thence along Lot 3 of Waiono Meadows, on a curve to the right with a radius of 420.00 feet, the chord azimuth and distance being:
256° 13' 00" 341.21 feet;
32. 280° 11' 80.00 feet along Lot 3 of Waiono Meadows;
33. Thence along Lot 3 of Waiono Meadows, on a curve to the left with a radius of 70.00 feet, the chord azimuth and distance being:
257° 28' 00" 54.06 feet;
34. 234° 45' 70.00 feet along Lot 3 of Waiono Meadows;
35. Thence along Lot 5 of Waiono Meadows, on a curve to the right with a radius of 240.00 feet, the chord azimuth and distance being:
260° 25' 00" 207.90 feet;
36. 286° 05' 135.00 feet along Lot 5 of Waiono Meadows;
37. Thence along Lot 5 of Waiono Meadows, on a curve to the right with a radius of 340.00 feet, the chord azimuth and distance being:
300° 00' 00" 163.55 feet;
38. 313° 55' 250.00 feet along Lot 5 of Waiono Meadows;
39. Thence along Lot 5 of Waiono Meadows, on a curve to the left with a radius of 120.00 feet, the chord azimuth and distance being:
288° 12' 00" 104.14 feet;
40. 262° 29' 220.00 feet along Lot 5 of Waiono Meadows;
41. Thence along Lot 5 of Waiono Meadows, on a curve to the left with a radius of 200.00 feet, the chord azimuth and distance being:
246° 28' 00" 110.37 feet;
42. 230° 27' 194.00 feet along Lot 5 of Waiono Meadows;
43. Thence along Lot 5 of Waiono Meadows, on a curve to the right with a radius of 400.00 feet, the chord azimuth and distance being:
254° 21' 00" 324.11 feet;
44. Thence along Lot 5 of Waiono Meadows, on a curve to the left

- with a radius of 520.00 feet, the chord azimuth
and distance being:
260° 17' 00" 320.80 feet;
45. 242° 19' 658.00 feet along Lot 8 of Waiono Meadows;
46. Thence along Lot 8 of Waiono Meadows, on a curve to the
right with a radius of 150.00 feet, the chord
azimuth and distance being:
274° 22' 00" 159.20 feet;
47. Thence along Lot 8 of Waiono Meadows, on a curve to the left
with a radius of 130.00 feet, the chord azimuth
and distance being:
282° 05' 00" 107.13 feet;
48. Thence along Lot 8 of Waiono Meadows, on a curve to the
right with a radius of 700.00 feet, the chord
azimuth and distance being:
266° 09' 00" 204.52 feet;
49. 274° 33' 690.00 feet along Lot 8 of Waiono Meadows;
50. Thence along Lot 8 of Waiono Meadows, on a curve to the left
with a radius of 320.00 feet, the chord azimuth
and distance being:
260° 17' 00" 157.72 feet;
51. 246° 01' 120.00 feet along Lot 8 of Waiono Meadows;
52. Thence along Lot 8 of Waiono Meadows, on a curve to the
right with a radius of 210.00 feet, the chord
azimuth and distance being:
281° 06' 00" 241.40 feet;
53. Thence along Lot 8 of Waiono Meadows, on a curve to the left
with a radius of 110.00 feet, the chord azimuth
and distance being:
294° 43' 00" 80.51 feet;
54. 3° 15' 80.00 feet along Lot 10 of Waiono Meadows;
55. Thence along Lot 9 of Waiono Meadows, on a curve to the
right with a radius of 190.00 feet, the chord
azimuth and distance being:
114° 43' 00" 139.06 feet;
56. Thence along Lot 9 of Waiono Meadows, on a curve to the left:
with a radius of 130.00 feet, the chord azimuth
and distance being:
101° 06' 00" 149.44 feet;
57. 66° 01' 120.00 feet along Lot 9 of Waiono Meadows;
58. Thence along Lot 9 of Waiono Meadows, on a curve to the
right with a radius of 400.00 feet, the chord
azimuth and distance being:
80° 17' 00" 197.15 feet;
59. 94° 33' 690.00 feet along Lots 9 and 7 of Waiono Meadows;
60. Thence along Lot 7 of Waiono Meadows, on a curve to the left

- with a radius of 620.00 feet, the chord azimuth
and distance being:
86° 09' 00" 181.14 feet;
61. Thence along Lot 7 of Waiono Meadows, on a curve to the
right with a radius of 210.00 feet, the chord
azimuth and distance being:
102° 05' 00" 173.06 feet;
62. Thence along Lot 7 of Waiono Meadows, on a curve to the left
with a radius of 70.00 feet, the chord azimuth
and distance being:
96° 22' 00" 74.29 feet;
63. 62° 19' 658.00 feet along Lot 7 of Waiono Meadows;
64. Thence along Lot 7 of Waiono Meadows, on a curve to the
right with a radius of 600.00 feet, the chord
azimuth and distance being:
80° 17' 00" 370.16 feet;
65. Thence along Lot 7 of Waiono Meadows, on a curve to the left
with a radius of 320.00 feet, the chord azimuth
and distance being:
74° 21' 00" 259.29 feet;
66. 50° 27' 194.00 feet along Lot 7 of Waiono Meadows;
67. Thence along Lot 6 of Waiono Meadows, on a curve to the
right with a radius of 280.00 feet, the chord
azimuth and distance being:
66° 28' 00" 154.51 feet;
68. 82° 29' 220.00 feet along Lot 6 of Waiono Meadows;
69. Thence along Lot 6 of Waiono Meadows, on a curve to the
right with a radius of 200.00 feet, the chord
azimuth and distance being:
108° 12' 00" 173.57 feet;
70. 133° 55' 250.00 feet along Lot 6 of Waiono Meadows;
71. Thence along Lot 6 of Waiono Meadows, on a curve to the left
with a radius of 260.00 feet, the chord azimuth
and distance being:
120° 00' 00" 125.07 feet;
72. 106° 05' 135.00 feet along Lot 6 of Waiono Meadows;
73. Thence along Lot 6 of Waiono Meadows, on a curve to the left
with a radius of 160.00 feet, the chord azimuth
and distance being:
80° 25' 00" 138.60 feet;
74. 54° 45' 70.00 feet along Lot 6 of Waiono Meadows;
75. Thence along Lot 6 of Waiono Meadows, on a curve to the
right with a radius of 150.00 feet, the chord
azimuth and distance being:
77° 28' 00" 115.85 feet;
76. 100° 11' 80.00 feet along Lot 4 of Waiono Meadows;

77. Thence along Lot 4 of Waiono Meadows, on a curve to the left with a radius of 340.00 feet, the chord azimuth and distance being:
76° 13' 00" 276.22 feet;
78. 52° 15' 120.00 feet along Lot 4 of Waiono Meadows;
79. Thence along Lot 4 of Waiono Meadows, on a curve to the right with a radius of 470.00 feet, the chord azimuth and distance being:
62° 55' 00" 173.99 feet;
80. 73° 35' 340.00 feet along Lot 4 of Waiono Meadows;
81. Thence along Lot 4 of Waiono Meadows, on a curve to the right with a radius of 180.00 feet, the chord azimuth and distance being:
99° 30' 00" 157.34 feet;
82. 125° 25' 286.00 feet along Lot 4 of Waiono Meadows;
83. Thence along Lot 4 of Waiono Meadows, on a curve to the right with a radius of 320.00 feet, the chord azimuth and distance being:
143° 43' 00" 200.96 feet;
84. Thence along Lot 1 of Waiono Meadows, on a curve to the left with a radius of 140.00 feet, the chord azimuth and distance being:
130° 18' 00" 147.20 feet;
85. 98° 35' 353.58 feet along Lot 1 of Waiono Meadows;
86. Thence along Lot 1 of Waiono Meadows, on a curve to the right with a radius of 180.00 feet, the chord azimuth and distance being:
125° 20' 00" 162.04 feet;
87. 152° 05' 110.65 feet along Lot 1 of Waiono Meadows;
88. Thence along Lot 1 of Waiono Meadows, on a curve to the left with a radius of 40.00 feet, the chord azimuth and distance being:
104° 11' 00" 59.36 feet;
89. 56° 17' 155.00 feet along Lot 1 of Waiono Meadows;
90. Thence along Lot 1 of Waiono Meadows, on a curve to the right with a radius of 260.00 feet, the chord azimuth and distance being:
70° 51' 00" 130.78 feet;
91. 85° 25' 230.00 feet along Lot 1 of Waiono Meadows;
92. Thence along Lot 1 of Waiono Meadows, on a curve to the left with a radius of 220.00 feet, the chord azimuth and distance being:
70° 25' 00" 113.88 feet;
93. 55° 25' 190.00 feet along Lot 1 of Waiono Meadows;
94. Thence along Lot 1 of Waiono Meadows, on a curve to the

100° 22' 00" 268.47 feet,

104. Thence along Lot 1 of Waiono Meadows, on a curve to the right with a radius of 390.00 feet, the chord azimuth and distance being:
76° 18' 00" 263.15 feet,
to the point of beginning and containing an area of 18.252 Acres, more or less.

Being the same land(s) conveyed to HAWAII GREENER PASTURES PARTNERSHIP, a Hawaii general partnership, by Limited Warranty Deed dated ----- (acknowledged May 14, 1997 and June 4, 1997), recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 97-076517.

SUBJECT, HOWEVER, to the following:

1. Unpaid real property taxes, if any.
2. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
3. Easement "4", referred to as (A), Easement "5", referred to as (B), and Easement "6", referred to as (C) for drainage purposes as shown on map by Russell Figueiroa, Registered Professional Surveyor with R. M. Towill Corporation dated January 19, 1987, being more particularly described as follows:

(A)

EASEMENT 4

Beginning at the northeast corner of this easement, on the west boundary of Lot 8 of Waiono Meadows, the coordinates of said point of beginning referred to government Survey Triangulation Station "KEAHUOLU R.M. NO. 1" being 7,893.59 feet south and 33,016.11 feet east, and thence running by azimuths measured clockwise from true south:

- | | | | |
|----|---|--------|-------------------------------------|
| 1. | 336° 39' | 302.54 | feet along Lot 8 of Waiono Meadows; |
| 2. | 46° 38' | 67.59 | feet; |
| 3. | 99° 06' | 107.00 | feet; |
| 4. | 69° 42' | 613.06 | feet; |
| 5. | 92° 57' | 613.32 | feet; |
| 6. | Thence along Lot 11 (roadway) of Waiono Meadows, on a curve to the left with a radius of 340.00 feet, the chord azimuth and | | |

				distance being:
	120°	00'	00"	163.55 feet;
7.	106°	05'	125.94	feet along Lot 11 (roadway) of Waiono Meadows;
8.	113°	57'	102.61	feet;
9.	82°	27'	123.70	feet;
10.	177°	19'	209.49	feet along Lot 3 of Waiono Meadows;
11.	262°	06'	519.44	feet;
12.	295°	19'	183.00	feet;
13.	249°	16'	617.00	feet;
14.	279°	19'	460.31	feet to the point of beginning and containing an area of 15.878 acres, more or less.

(B)

EASEMENT 5

Beginning at the southeast corner of this easement, on the west boundary of Lot 8 of Waiono Meadows, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KEAHUOLU R.M. NO. 1" being 6,878.48 feet south and 32,577.88 feet east, and thence running by azimuths measured clockwise from true south:

1.	58°	26'	1166.30	feet;
2.	36°	39'	466.00	feet;
3.	77°	30'	9.09	feet;
4.	177°	19'	648.57	feet along Lot 3 of Waiono Meadows;
5.	238°	14'	1352.48	feet;
6.	336°	39'	406.83	feet along Lot 8 of Waiono Meadows to the point of beginning and

containing an area of
13.872 acres, more or
less.

(C)

EASEMENT 6

Beginning at the northeast corner of this
easement, also being the northwest corner of Lot 8 of
Waiono Meadows, the coordinates of said point of beginning
referred to Government Survey Triangulation Station
"KEAHUOLU R.M. NO. 1" being 5,667.19 feet south and
32,054.96 feet east, and thence running by azimuths
measured clockwise from true south:

- | | | | | |
|----|------|---------|--------|---|
| 1. | 336° | 39' | 428.21 | feet along Lot 8 of
Waiono Meadows; |
| 2. | 85° | 12' | 242.62 | feet; |
| 3. | 116° | 22' | 340.75 | feet; |
| 4. | 235° | 12' 56" | 459.45 | feet along R.P. 1669,
L.C.Aw. 8516-B to M.
Kamaikui to the point of
beginning and containing
an area of 2.705 acres,
more or less. |

4. Grant in favor of PALANI RANCH COMPANY, INC., a Hawaii corporation, "Palani Ranch", and JAMES MALLABY GREENWELL, husband of Martha Lowrey Greenwell, LEONARD RADCLIFFE GREENWELL, husband of Patricia Gilman Greenwell, and ROBERT FRANCIS GREENWELL, husband of Alice Bevins Greenwell, "Greenwells", dated January 31, 1969, recorded in Liber 6424 at Page 249; granting an easement for cattle crossing purposes upon, over, through and across those two cattle crossing routes heretofore and currently used by Palani Ranch and Greenwells, said easement areas to be of sufficient width, along each route, to reasonably permit cattle to be driven across and along the same, together with the right of ingress to and egress from the easement areas over the land adjacent thereto, as necessary for the use by Palani Ranch and the Greenwells of said easement.

5. A nonexclusive 80-foot wide right-of-way and easement in favor of (3) 7-6-001-002, for road and utility purposes on a course which follows the alignment of the existing unimproved jeep road, said easement to be substituted within three (3) years from the date hereof, as granted in deed dated March 18, 1980, recorded in Liber 14588 at Page 768; subject to the terms and conditions set forth therein.

LETTER AGREEMENT dated January, 6, 1983; re: extension of said three-year period for an additional two years until March 18, 1985, mentioned in and appurtenant to the following four extension instruments.

NOTICE OF EXTENSION OF TIME TO DESIGNATE SUBSTITUTE EASEMENT dated May 29, 1984, recorded in Liber 17936 at Page 466; re: extension of said period to March 18, 1985.

EXTENSION OF TIME TO DESIGNATE SUBSTITUTE EASEMENT dated June 5, 1986, recorded in Liber 19663 at Page 502; re: extension of said period March 31, 1987.

THIRD EXTENSION OF TIME TO DESIGNATE SUBSTITUTE EASEMENT dated March 31, 1987, recorded in Liber 20702 at Page 367; re: extension of said period to March 31, 1988.

FOURTH EXTENSION OF TIME TO DESIGNATE SUBSTITUTE EASEMENT dated March 31, 1988, recorded in Liber 21800 at Page 168; re: extension of said period to March 31, 1989.

FIFTH EXTENSION OF TIME TO DESIGNATE SUBSTITUTE EASEMENT dated March 31, 1989, recorded as Document No. 91-043841; re: extension of said period to March 31, 1992.

SIXTH EXTENSION OF TIME TO DESIGNATE SUBSTITUTE EASEMENT dated March 31, 1992, recorded as Document No. 93-011198; re: extension of said period to March 31, 1993.

SEVENTH EXTENSION OF TIME TO DESIGNATE SUBSTITUTE EASEMENT dated March 31, 1993, recorded as Document No. 93-057300; re: extension of said period to March 31, 1994.

EIGHTH EXTENSION OF TIME TO DESIGNATE SUBSTITUTE EASEMENT dated April 25, 1994, recorded as Document No. 94-077180; re: extension of said period to March 31, 1995.

NINTH EXTENSION OF TIME TO DESIGNATE SUBSTITUTE EASEMENT dated February 28, 1995, recorded as Document No. 95-060330; re: period for designating the substitute easement shall be postponed subject to call by either party delivering to the other party a written request (the

"Designation Request") that the easement be designated within a period of one year. Delivery of the Designation Request shall automatically establish a new deadline (one year after the date of delivery) for completing the designation of the substitute easement in compliance with the designation of easement provision.

6. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the following:

INSTRUMENT : DECLARATION

DATED : March 23, 1987

RECORDED : Liber 20769 Page 554

Said Declaration was amended by instrument dated --- (acknowledged May 14, 1997), recorded as 97-064866

7. PURCHASE MONEY MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT

MORTGAGOR : HAWAII GREENER PASTURES PARTNERSHIP, a Hawaii general partnership

MORTGAGEE : WAIONO MEADOWS RANCH, LTD., a California limited partnership

DATED : --- (acknowledged May 14, 1997 and June 4, 1997)

RECORDED : Document No. 97-076518

AMOUNT : \$450,000.00

8. Any lien (or claim of lien) for services, labor or material arising from an improvement or work related to the land described in Schedule C herein.

NEIL ABERCROMBIE
GOVERNOR OF HAWAII



WILLIAM J. AILA, JR.
CHAIRPERSON
BOARD OF LAND AND NATURAL RESOURCES
COMMISSION ON WATER RESOURCE MANAGEMENT

ESTHER KIA'AINA
FIRST DEPUTY

WILLIAM M. TAM
DEPUTY DIRECTOR - WATER

AQUATIC RESOURCES
BOATING AND OCEAN RECREATION
BUREAU OF CONVEYANCES
COMMISSION ON WATER RESOURCE MANAGEMENT
CONSERVATION AND COASTAL LANDS
CONSERVATION AND RESOURCES ENFORCEMENT
ENGINEERING
FORESTRY AND WILDLIFE
HISTORIC PRESERVATION
KAIHOOLAWE ISLAND RESERVE COMMISSION
LAND
STATE PARKS

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
STATE HISTORIC PRESERVATION DIVISION
601 KAMOKILA BOULEVARD, ROOM 555
KAPOLEI, HAWAII 96707

April 4, 2013

George Yasuda
Tiarelc@hawaiiianet.net

LOG NO: 2013.2035
DOC NO: 1304MV01
Archaeology

Dear Mr. Yasuda:

**SUBJECT: Chapter 6E-42 Historic Preservation Review –
County of Hawai'i Grubbing Permit Application for Dave Lucas/Doug Hickey
Holualoa Ahupua'a, North Kona District, Island of Hawai'i
TMK: (3) 7-6-002:028 (portion)**

Thank you for the opportunity to review this grading permit application that was originally received by our office on February 28, 2013. According to the application, 12 acres of the 20 acre project area will be grubbed. A review of our records indicated that there are no known archaeological sites within this project area. Our records also indicate that this parcel has not been subjected to an archaeological inventory survey. Because this project area is located within the geographic boundaries of the Kona Field System, SHPD believed that there is high probability archaeological resources once existed within this project area. It is unclear from the aerial photos whether any previous ground disturbance or mechanical clearing activities have altered this property. In order to determine if historic sites are, SHPD requested the opportunity to conduct an archaeological field inspection of the proposed project area (LOG 2013.2024, DOC NO 1303MV10).

A field visit was conducted on this property on April 4, 2013 by SHPD staff archaeologist Michael Vitousek. No archaeological sites were observed during the field inspection. The field visit also indicated that the subject property had been previously impacted by mass grubbing. Therefore, it is unlikely that historic properties remain intact within this project area, and SHPD believes that **no historic properties will be affected** by this project. In the event that historic resources, including human skeletal remains, structural remains, sand deposits, midden deposits, or lava tubes are identified during construction activities, please cease work in the immediate vicinity of the find, protect the find from additional disturbance, and contact the State Historic Preservation Division at (808) 933-7653.

Please contact Mike Vitousek at (808) 652-1510 or Michael.Vitousek@Hawaii.gov if you have any questions or concerns regarding this letter.

Aloha,

A handwritten signature of Michael Vitousek in cursive script.

Michael Vitousek,
Lead Archaeologist Hawaii Island Section
Historic Preservation Division

Aloha Hawaii County Planning Commission,

My name is Kyle and Ka'iulani Thornton and we live on Waiono Ranch Rd on a neighboring property to Sunshower Farms. My address is 76-1334 Waiono Ranch Rd. Holualoa, HI 96725. I support Sunshower Farms LLC's application for a special use permit for a wedding venue.

The proposition of a venue first sparked hesitation with the concern of heavier traffic flow due to our property being located above Sunshower Farms. After speaking with Kate Hickey on how they would manage the number of cars traveling on the community single lane, it became clear that she had thought out every possible detail to not interrupt current flow. Their cap on physical cars per event is very reasonable.

In regards to noise, we have lived in places where the noise decibel is strictly enforced. For Sunshower Farms to have planned the details of the venue around the legal decibel levels, shows that they are thinking with a "community comes first" mindset.

Hearing Kate speak of their dream and all the particulars they have put in place to deter any abrupt changes to the community shows how much they care for all residents. With any new plan comes the possibility of small pivots throughout the process and Kate has proven how malleable they are to work with the community if issues may arise.

I (Ka'iulani) am a Native to Hawai'i. My family has operated a business here for close to 50 years. It brings me immense joy to see people come to our state to start a business with the Hawaiian culture and locals in mind. They are not only fueling our economy but are determined to bring other local business in on their plan, further extending the Aloha spirit and Hawai'i's growth.

We support Sunshower Farms with their proposal and hope that the amount of planning, consideration and flexibility on their part, along with all the positives it'll bring to Hawai'i's economy, will be enough to grant them approval.

Mahalo,
 & Ka'iulani Thornton

Kyle and Ka'iulani Thornton

Current Physical Address:
134 Paseo De La Concha
Redondo Beach, CA
(split time between LA and HI)

Email: kaiulanithornton@gmail.com

Phone: (808) 937-4671



20032 Beach Blvd
Huntington Beach, CA 92648

9/15/2020

Aloha Leeward Planning Commission,

My name is Allison Naito and I own the property that borders the Hickey's on the mauka side. I have owned the property since 2017. I support the Hickey's special use permit for a wedding venue on their property.

It is very hard for farmers to make enough money on farming alone. I use my property for cattle ranching and coffee farming, and I understand how challenging it can be to simply turn a profit, much less make enough to support a family. Kate and Doug have found a way to supplement their farming activities with a wedding venue that supports their family but it is in conjunction with their farming. They still do both - which is essential to preservation of our agricultural community.

While I do understand the issues with the road and increased traffic surrounding their application, I think that the compromise offered by the Hickeys to ensure that no more than 20 cars come up at once for an event is sufficient.

Mahalo for your consideration,

Allison Naito
76-1391 Waiono Ranch Rd.
petvetallison@yahoo.com

Fwd: SPP 20-00218, Douglas & Katheryn Hickey

KA kate@sunshowercoffee.com
Fri, 18 Sep 2020 10:30:30 AM -1000

To "John Pipan" <john@zendokern.com>, "Zendo Kern" <zendo@zendokern.com>,
"Katrina Kern" <katrina@zendokern.com>

Tags 

Security  TLS [Learn more](#)

Display now • External Images are not displayed

This was sent directly to Rachelle from a neighbor. Just wanted you guys to have it, but no need to do anything with it.

Kate Hickey

Sunshower Farms

Owner | Coffee Roaster | Event Coordinator

O: (808) 443~6330

C: (847) 254~2787

Keep In Touch With Us!

Do you want all our farm news, cute animal pictures,
and exclusive coffee sales in one convenient email?

Sign up for our newsletter!

----- Forwarded message -----

From: Sara <sg_moore@yahoo.com>

Date: Friday, September 18 2020 at 10:09 AM HST

Subject: SPP 20-00218, Douglas & Katheryn Hickey

To: "rachelle.ley@hawaiiicounty.gov" <rachelle.ley@hawaiiicounty.gov>

Attn: Rachelle Lay, Hawaii Leeward Planning Commission

Re: SPP 20-000218, Douglas & Katheryn Hickey

To Whom It May Concern:

I am writing in support of SPP 20-000218, with reservation.

I have known the applicants for many years as positive members of the farming community and members of the Kona County Farm Bureau. I also am a consultant for local farmers as Farm Works Hawaii and have been the property manager for Allison Naito's property above the Hickeys since 2017. The address of that farm is 76-1391 Waiono Ranch Rd.

In all my experiences with Kate and Doug, I have found them to be dedicated farmers, community members and conscientious neighbors.

Since the beginning of their planning process with their wedding venue permit, they have involved myself and the other neighboring properties and have asked for feedback. I find their proposed compromises regarding noise to be reasonable. I do have reservations on the amount of traffic for the requested permissible events due to the impact on the access roadway to their driveway. This access road has no maintenance association and is often in need of repair due to the present amount of traffic and the weather conditions. It is an area of high rainfall. I would suggest allowing less events per year to alleviate this burden on the road.

The reason I support their application because I understand how difficult it can be to make a living farming. And while the proposed use of their ag land for a wedding venue is not farming, it will allow their small farm to stay in business and stay farming, which is a goal the county should want to protect. Some of the other ag-zoned properties on Waiono Ranch Rd. may not be actively farming, and that is likely because farming is difficult and rarely very profitable. Those who are actually using their ag land to farm should be supported as much as possible, even if it means allowing non-agricultural uses in conjunction with their ag uses.

The other reason I support their application is because they are going about it the right way and trying to be legal to the process. There are many individuals who conduct events such as theirs that circumvent the laws, for profit. Denying the Hickeys would encourage this practice. It would be an incentive to not be transparent and to run "under-the-table" for-profit venues on agricultural property.

I ask your serious consideration to this SPP application, and encourage the commission to work with the Hickeys and the community to come to an agreeable permitted level of activity.

Sincerely yours,

Sara Moore

P.O. Box 632

Honaunau, HI 96726

sg_moore@yahoo.com

(808) 896-2873

Aloha Hawaii County Planning Commission,

My name is Aesha Shapiro and my business is Aesha Rose Event & Design, located in Kona. I support Sunshower Farms LLC's application for a special use permit for a wedding venue because we have a serious lack of venues in the Kona area.

With the lack of affordable venues that are available in Kona this would really help the local community by having a place to hold an event that is not at an over priced hotel.

Additionally Sunshower farms does so much for the community and they have let non-profit groups have their current space for a lowered price or for free, which is something this community desperately needs more of, and they would be continuing their generosity with even more to offer for these kinds of groups if they were to get their permit.

By allowing them to proceed with their plans it would greatly help the Kona wedding industry and all of the people in that field here, such as event planners, caterer's, musicians, entertainers, bartenders, makeup and hair stylists, photographers, calligraphers, florists, and so on. They have already proven to be a valuable asset to this community and have my full support on obtaining this permit.

Mahalo!

Aesha Shapiro

Owner-Operator at Aesha Rose Event & Design
Founder of The Ladies Artisan Market and the LAM Networking Group for Women
Event Director for Lanihau Center
Co-Founder of the Best of Kona Festival
Marketing Director for the 2020 Big Island Chocolate Festival
808-443-3884

Aloha Hawaii County Planning Commission,

My name is Ally Brown and I am the Executive Director of the Miss Kona Coffee Scholarship Program & my business is Revitalized Life Ally B located here in Kailua Kona, Hawaii & I support Sunshower Farms LLC's application for a special use permit for a wedding venue because beautiful locations like this are hard to come by.

Being a part of the Big Island wedding community as well as other community organizations and events, I'm always looking for event space on the west side and we cannot afford to lose any especially one like Sunshower Farms that truly captures the essence of the Big Island. Sunshower Farms is an important part of the Big Island Wedding Industry and an outstanding community member always willing to lend a hand to fellow business, non-profits & the community.

Mahalo Nui Loa for your time & consideration.

Warm Aloha,

Ally Brown

Revitalized Life Ally B

Executive Director - Miss Kona Coffee Scholarship Program

revitalizedlifeallyb@gmail.com

<http://revitalizedlifeallyb.com>

<https://misskonacoffee.org>

The strawberry patch llc
Restaurant and catering co.
79-7491 Mamalahoa hwy.
Kealahou, HI. 96750

Aloha, my name is Amelia Antonucci-Fisher, I am the proprietor, owner of the strawberry patch restaurant in Kealahou HI.

I support Sunshower Farms llc's application for a special use permit for a wedding venue as it will be an amazing addition to our community as well as to so many small businesses and independent vendors. As a small business owner for almost 10 years on the big island I recognize the importance of small venues for weddings and special occasions.

I have had quite a few opportunities to work alongside Sunshower Farms for some of my small events. They conduct a great level of professionalism in coordinating and are always aiming to reach out and support independent small businesses.

This presents an opportunity for a trickle down effect, supporting everyone in the industry from the caterer, the florist, the baker, photographer, the staff, and all of the other numerous vendors that come into play with weddings and events.

The amount of work that this venue could open up for our community, now more than ever, is crucial. With so many out of work in this very uneasy economy it is so important that we can do our part to support and keep it moving forward.

I support this permit and cannot stress enough the importance to our industry being able to bounce back when destination weddings on the big island return.

Amelia Antonucci-Fisher
The strawberry patch llc.
fisherfamily@chefamelia.net
Chefamelia.net

September 16, 2020

Aloha Hawaii County Planning Commission,

My name is Ann Ferguson and my business is Ann Ferguson Photography LLC based in Waikoloa, HI. I have been a wedding photographer on the Big Island for the past four years. I support Sunshower Farms LLC's application for a special use permit for a wedding venue because I think that they provide a valuable and beautiful space for both destination and local weddings on the island.

Wedding venues are an important part of my business as a wedding and elopement photographer. Wedding location is a major decision factor for weddings and events. Sunshower Farms provides an amazing wedding location for weddings in Kona especially for couples looking for wedding venues beyond the hotels and beachfront homes. They have hosted many weddings with raving reviews supporting their impeccable service. More importantly, more wedding venues or increased wedding and event capacity for venues on the Big Island translates to more revenue for many weddings vendors, who are currently facing financial struggles brought on by the pandemic.

Sunshower Farms also offers an affordable wedding venue on the island particularly for local weddings. With the widespread financial effects of COVID-19, local couples need more venues that can meet their new needs going forward. Lastly, Sunshower Farms values sustainability! The proposed new wedding venue is designed to be carbon-neutral (or very close to it)! The venue will be solar powered, produce as little as possible waste with all food composted. A special chipper has been purchased by the farm so that cardboard and even paper plates and wooden forks we use will be chipped and used on the farm as mulch. We need to support business on the island that value and practice sustainability!

For all these reasons, I fully support the special use permit for Sunshower Farms LLC.

Mahalo,



Ann Ferguson

Ann Ferguson Photography LLC ann@annfergusonphotography.com
www.annfergusonphotography.com

EMOTION GALLERIES

August 18, 2020

Aloha Hawaii County Planning Commission,

My name is Ranae Bamsey and my business is EMotion Galleries a wedding photography business primary working on the Kona and Kohala Coast of Hawaii Island. I support Sunshower Farms LLC's application for a wedding venue because it is one of the few venues that actually creates a proper working environment for wedding vendors. Major hotels not only dictate the independent contractors pricing structure, but they also take a finder fee of as much as 20% of our gross income. Sunshower Farms allows wedding vendors to set their own prices and does not charge us a fee allowing the income generated by the wedding to stay in the local community and not go to a national or international cooperation. Sunshower is good community member and an important part of the Big Island wedding industry because they set a precedent of proper work relationships and the industry as a whole rising together.

Thank you for your consideration in adding our wedding industry on the Big Island. Due to Covid19 tourism and the wedding industry has been suffering. Weddings will help rebuild out economy and may be a sector for early recovery as weddings encourage family groupings and safety within the groups relationship.

Sincerely,


Ranae Bamsey

September 6, 2020

Aloha Hawaii County Planning Commission,

My name is Beth Balik, and I am a Licensed Massage Therapist in Kailua Kona. I support Sunshower Farms LLC's application for a special use permit for a wedding venue because a thriving local wedding industry generates revenue for other local vendors, like me. Prior to the pandemic, Sunshower Farms LLC offered me opportunities to work at their events on multiple occasions. I have also been to the property for a private event hosted by my local friends as a guest. Their magnificent landscape, focus on sustainability, and support for other local suppliers attract kama'aina and guests to their services.

For so many, a wedding in Hawaii may seem like a pipe dream because of the cost. The Hickey family of Sunshower Farms LLC goes above and beyond to make island event dreams a reality. They will be instrumental in re-igniting tourism when the current restrictions are lifted, and that will be beneficial for all of us. While I was in massage school, I worked as a Community Marketer/Concierge for Wyndham Vacations on Ali'i Drive. More than anything, our guests are looking for a "local" experience. They want to know where the locals go, what they do and how they live. As a working coffee farm and event venue, Sunshower Farms LLC satisfies those requirements. I am confident that you will not regret approving their permit.

Mahalo,
Beth Balik
Licensed Massage Therapist
75-6081 Alii Drive #AA103
Kailua Kona, HI 96740
808-494-2364



August 29, 2020

Aloha Hawai'i County Planning Commission,

My name is Clare Bobo and my business is Island Thyme Gourmet. We are a personal chef service and airline caterer located in Kailua Kona. I fully support Sunshower Farms LLC's application for a special use permit for a wedding venue. Our island has really limited places for wedding ceremonies and receptions outside of the resort hotels. The hotels prices are astronomical for weddings and many people, especially locals, can't afford to hold their celebrations there. As a long time caterer, our clients frequently ask where they can have their celebrations and still have us cater their food. Having independent venues helps all the caterers on the island stay viable. It also makes it possible to showcase the agricultural side of Hawai'i Island rather than the landscaped palm trees at the resorts.

I've attended a couple of events at Sunshower Farms and have been impressed with their concern for their neighbors. We've been instructed to carpool and drive slowly to avoid creating dust and to keep traffic on the common road to a minimum. They are strong supporters of other small businesses including wedding planners, other caterers, bakers, florists, musicians and more. Having a beautiful venue for celebrations would be a great benefit to the island community and our visitors.

Mahalo,

Clare Bobo
Island Thyme Gourmet
clare@islandthymegourmet.com

Aloha Hawaii County Planning Commission,

My name is Danielle Burnside I am the owner of Danielle Burnside Art here in Kona. I fully support Sunshower Farms LLC's application for a special use permit for a wedding venue because of the intention behind it; to bring tourists to the island sustainably, while supporting so many small businesses and vendors in the process.

Having more venues available that try to provide small businesses work, like Sunshower does, is so imperative for our small and larger community.

Sunshower Farms has been so helpful within so many facets of our community, from working with small farm owners, supporting small businesses through small group processing events (Rising Tide Society), helping numerous small businesses and vendors gain a better understating of right action and comprehension of professional and intentional work, while engaging with tourists in an intentional way and respecting the island while doing so.

Their commitment to the Big Island community is clear and I support them!

Mahalo nui loa,
Danielle Burnside
Danielle Burnside Art
danielleburnside@live.com
www.danielleburnside.com

To the Hawaii County Planning Commission :

I am Jileen Russell. I am the owner of Pu'u O Kumau Ranch and a Representative for Slow Food Hawaii (an International Food Network that educates and promotes good, clean and fair food for all).

I am writing in support of Sunshower Farms and the application for a special use permit for a wedding venue.

I own a Farm and it is difficult enough to find a market for what you produce as well as make make your expenses just from Farming. It is important to be able to expand your operation and invite tours and tourists to come and enjoy and experience. Hawaii needs to diversify beyond the resorts and hotels. The growth of vacation rentals has proven that people want more than just an experience at a resort or hotel. They want to see more of the Island than what is off the road. Weddings are a reason for many to come to Hawaii. It is an industry all to itself. People come to Hawaii and bring their Families and Friends. This service provides income and jobs to our island. Sunshower Farms is a good steward and community member on our Island. Please consider granting them this permit so they might grow and expand their business and continue the important work that they do for the benefit of Hawaii Island.

Sincerely,
Jileen Russell

Pu'u O Kumau Ranch
PO Bos 542
Kapa'au, Hi 96755

808-884-5825
jileen@kumau.com

August 14, 2020



Karen Loudon
Karen Loudon Photography
73-1172 Ahikawa St.
Kailua-Kona, HI
96740

Aloha Hawaii County Planning Commission,

My name is Karen Loudon and my business is Karen Loudon Photography, based in Kailua-Kona, HI. I support Sunshower Farms LLC's application for a special use permit for a wedding venue because this working farm is a beautiful property that exudes the heart and history of Holualoa, HI and should be enjoyed by many.

Sunshower Farms is one of my favorite places to photograph weddings on the Island of Hawaii. I feel a peace, a connection with nature, the farm animals and aloha whenever I'm there, as I look out on the beauty of the landscapes. It fuels my creativity as a photographer.

The orchard tour at Sunshower Farms explains the entire coffee farming process including seasonality, growth patterns, ripening, harvesting, pruning, orchard maintenance and pests, including the opportunity to meet and feed the weed control (their herd of sheep). Guests learn about how Kona coffee differs from other coffee world-wide. It's clear how much Kate Hickey, the owner, loves the property, keeping the Holualoa coffee farming industry alive while sharing it with her guests.

Sunshower Farms helps to support my business, Karen Loudon Photography. Sunshower Farms does not collect compensation or commission from me when I work there, and contributes to the overall economy of the island, particularly to the Kona area and the town of Holualoa. The Farm offers an alternative type of wedding venue to the big beach resorts on the Coast and most of their events bring in tourists.

Sunshower Farms has very clear regulations that prohibit fire hazards and amplified music over 55 dcb. All the vendors I have worked with at the ranch respect the regulations. I have photographed several weddings at Sunshower Farms and I have never observed the music ending later than 9pm.

Please consider expediting the Special Permit Process for Sunshower Farms and allow them to host weddings and sharing their wonderful slice of old Hawai'i history with many more guests!

Thanks you for your consideration,

Sincerely,

A handwritten signature in black ink, appearing to read "Karen Loudon", written in a cursive style.

Karen Loudon

Karen Loudon Photography
Karenloudon.com
808-989-9167
karen@karenloudon.com

September 10, 2020

Aloha Hawaii County Planning Commission,

My name is Lyla Mah and my business is Lalamilo Flower Girl. I am a 3rd generation flower farmer from Kamuela, Hawaii and I make the majority of my income from working with Sunshower Farms.

I support Sunshower Farms LLC's application for a special use permit for a wedding venue because I am one of many small vendors that works with Sunshower Farms. I have been working with Kate and Doug for the past 3 years. It is my opinion that they have created a beautiful opportunity to add value to their farm and revenue as times have become very hard for farmers.

Not only have they looked out for their own means but also that of the rest of our community. Their farm has been supporting many other small businesses like my own since the beginning. Sunshower Farms venue has allowed me to exponentially expand my business and also that of many other local businesses.

This permit means so much to me and many others because a lot of our revenues depend on it. With their venue I have been able to work as a single mother and provide for my children. Their flexibility has also been very important to me because I am able to bring my children to floral set ups and break downs when I wasn't able to find child care. Which then grew into me being able to afford childcare/preschooling for both of my children.

Working with Sunshower has also allowed me to continue my Hawaiian cultural practice in the form of lei making and 'ohi, the practice of gathering to create floral arrangements. With their help I have been able to keep my farm afloat during the tougher periods of economic times, as well as support other local farmers whom I source florals from.

Sunshower's venue not only benefits the small business community but also the rest of the community as well, as the pricing that has been available to clients is much more affordable than many of the other venues offered. With the new space Sunshower will have more dates available and will be able to offer kama'aina rates for local clientele.

It feels as if there are far more benefits for having this venue than not. I, as a vendor who has been to Sunshower over 100 times, have always been respectful to any other traffic on the road, I go out of my way to give space to any cars or foot traffic. We have never had any complaints about events in the past and I believe that with Kate's plans there will still be the same level of respect given to any neighboring properties.

In closing, I hope that you will strongly take into consideration the testimonies of those of us who have been supported by Sunshower Farms, because this will truly be a huge loss for all us small guys if they do not receive their permit.

Mahalo,
Lyla Mah

Lalamilo Flower Girl
lalamiloflowergirl@gmail.com
www.lalamiloflowergirl.com

September 3, 2020

Marty Cakes & Company, LLC
POB 384690
68-1698 Hulu St
Waikoloa, HI 96738-4690

Aloha and To Whom It May Concern:

My name is Martin Rathbun and I have been a resident of the Island since 2009. I came here from Seattle to work with the Four Seasons Hotel as a pastry chef and I am still a staff member in reserve. I was also a principal investor/owner of Daylight Mind Coffee Company and Event Space until our closure in late 2019. Currently, I am the Executive Pastry Chef and owner of Marty Cakes & Company, LLC, a cake, fine pastry and dessert company in Waikoloa and I am the principal provider of cakes and pastry for the event space at Papa Kona Events and Catering. I am a member of the Kona-Kohala Chamber of Commerce.

I have been acquainted with Kate Hickey and Sunshower Farms, since early 2020. I was approached by Ms. Hickey to create cakes for her wedding and event operation while their principal cake artisan was on vacation. I have produced cakes for them on numerous occasions and delivered them to their location in Holualoa, above Kailua-Kona.

Sunshower Farms provides a unique location for event entertaining which showcases a panoramic view of the Kailua-Kona coast. One only has to read their online reviews to know they are recognized in the wedding and hospitality industry here on the Island as a favorite among wedding guests. When I have delivered to the location, the atmosphere has been industrious and upbeat with cheerful staff busily executing their duties in anticipation of arriving guests.

One cannot overlook the challenges being faced in this time of COVID as they relate to re-establishing our businesses and being able to keep our citizens employed as we look forward a brighter future. I support Kate Hickey and Sunshower Farms in their efforts to continue in this direction.

If I can provide any additional information or support, please do not hesitate to reach out.

Warmest Alohas and Mahalos,
Chef Martin Rathbun

chefmarty@martycakes.com
martycakes.com
808-250-5998

August 26, 2020

Aloha Hawaii County Planning Commission,

Our names are Jim and Jane Morrill and we are the owners of American Sportsman Series Fishing Schools Inc. here in Kailua Kona, Hawaii. We are always looking for ways to enhance the experiences and economy of our local community. We thoroughly support other local businesses which look to do the same. The Big Island has long been a popular spot for two things: fishing and weddings! We believe that there are more creative and sustainable ways to fulfill these demands for both visitors and kama'aina alike than is currently offered. Sunshower Farms has created an organically beautiful and sustainable environment for agriculture as well as a sacred space for hosting weddings. This business supports many local residents financially and has been a 5 star rated venue for countless weddings and receptions. We fully support Sunshower Farms LLC's application for a special use permit for a wedding venue to enhance their ability to provide for their clients which will be a win win for the whole community. Their unique location high above the crowded downtown area offers a more authentic experience for their guests while not contributing to the traffic congestion that can overwhelm parts of Kailua Kona.

Our local business men and women have been hit harder here in Hawaii than almost anywhere else in the US. Many will not survive which will only further delay our collective economic recovery. It is beyond important to support the local businesses that have shown exceptional strength and fortitude. Sunshower Farms has shown an incredible ability to flex with the demands that this year has brought and it is in the best interest of us all to see them continue to survive and thrive in the coming year.

Mahalo,
Jim and Jane Morrill
American Sportsman Series Fishing School Inc
captjimorrill@gmail.com
kalokofarms@gmail.com

Letter of support for Sunshower Farms venue permit



August 24, 2020

Aloha Hawaii County Planning Commission,

My name is Shawn Steiman and I'm the owner of Coffea Consulting and Grok Coffee, businesses based on O'ahu. I support Sunshower Farms LLC's application for a special use permit for a wedding venue because their business model enriches tourists' experiences and it supports the Hawai'i coffee industry in very good ways.

For six years, I was a co-owner of a Kona-based business that hosted many weddings. Although that business no longer exists, I still encounter folks who married at our location. They still wax poetical about the experience and their enduring fondness of the Big Island. These are the people who become ambassadors for our communities and islands. Tourism will always be a part of our economy and supporting it in diverse ways helps all of Hawai'i, not just a single island.

Just as importantly, the Hawai'i coffee industry has challenges not faced by nearly every other coffee industry on the planet. Our remoteness and justifiably high prices present difficulties every farmer here struggles with. Most of Sunshower Farms' coffee is sold at appropriate prices through their wedding clients. Not only does this support the farm in general but it means every guest leaves with a taste and memory of one of Hawai'i's most important agricultural products. We need to support operations like this!

I've known the folks at Sunshower Farms' since their early days as farmers. Their farm is beautiful, their coffee is delicious, and they are warm, friendly people. They do great justice to our community and giving them this permit only helps them expand the good things they're doing for themselves and our community.

Mahalo,
Shawn Steiman, PhD
Coffea Consulting, www.coffeaconsulting.com
Grok Coffee, www.grokcoffee.net
steiman@coffeaconsulting.com

Aloha Hawaii County Planning Commission,

My name is Luis Castillo and my business is Pacific Custom Concrete in Captain Cook. I support Sunshower Farms LLC's application for a special use permit for a wedding venue because I understand the importance of strengthening our local economy during these uncertain times.

I have worked with Sunshower Farms LLC in the past and I can attest to the fact that they are a company with the highest integrity and standards. They take pride in their work and their customers are extremely satisfied because of it. I sincerely hope they will be allowed to expand their business to include this much needed venue in Kona as I am confident their business will benefit other small businesses in the wedding and tourism industries.

Thank you in advance for your kind consideration.

Luis Castillo

Pacific Custom Concrete

luis@pacificcustomconcrete.com

808-980-4801

Aloha Hawaii County Planning Commission,

My name is Ana Rodriguez and my business is The Castillo Collective, located in Kealahou Bay, Hawaii. We offer interior design services. I support Sunshower Farms LLC's application for a special use permit for a wedding venue because I know that their company would bring a lot of much needed business to our island community. In addition, I have personally witnessed Kate and Doug Hickey hire other local and small businesses for services such as catering, flower decor, music etc. Supporting local businesses and strengthening our island economy has never been more important. I would love to see Sunshower Farms LLC have the opportunity to see their vision become a reality with an incredible wedding venue.

Mahalo for your kind consideration!

Ana Rodriguez

The Castillo Collective

info@thecastillocollective.com

www.thecastillocollective.com

Aloha Hawaii County Planning Commission,

My name is Lauren Eaton, and I'm an artist and calligrapher in Captain Cook. I am in full support of Sunshower Farms LLC's application for a special use permit for a wedding venue because they regularly provide small business owners like me a unique opportunity to be involved in the community, while supporting myself from home.

As a small town artist, opportunities to support myself can be hard to come by, and Sunshower Farms is a huge part of me staying in business. Kate and Doug go out of their way to reach out to local vendors, instead of importing goods from the mainland. Their venue is a perfect example of running a business with aloha.

Sunshower Farms closure would be a hard hit for many small local businesses like myself, as they not only support us but enrich the local community as well. Every experience I've had with them has been excellent and again, they have my full support.

Mahalo,

Lauren Eaton

Local Artist/Calligrapher

Captain Cook

Aloha Hawaii Planning Commission,

My name is Ellen Keehan, and I am a member of the musical duo, Honey Jar with Kristin Lagasse. We are writing today to vouch for Sunshower Farms as an important wedding venue in our community. The wedding industry employs many people in our tourist driven area and through each wedding there are hundreds of people hired to come together and put on some of the most beautiful displays of love one could ever see.

Sunshower Farms has stunning views of the ocean and a seamless protocol to how the weddings are run and managed. Honey Jar has played at a wedding at Sunshower Farms and got to witness all the work, effort and WOMan power that goes into one single evening. We are sending in our testimony today to encourage the powers that be to allow Sunshower Farms to continue to host weddings for people near and far to come, relax, and enjoy this perfect slice of paradise.

Venues like Sunshower are extremely important to our business as musical performers as it gives us not only a venue to play but also an audience! There are very very few venues like Sunshower in West Hawaii and our community would be losing something very important if they were no longer allowed to host weddings.

Thank you for your consideration,

Honey Jar

Ellen Keehan & Kristin Lagasse

Aloha Hawaii County Planning Commission,

My name is Brianne Limani and my business is Runaway Digital LLC in Kona Hawaii. I support Sunshower Farms LLC's application for a special use permit for a wedding venue. I have attended a wedding at Sunshower Farms and have witnessed how much joy the location and experience brings couples and their guests.

As a local blogger and travel influencer, I think Sunshower Farms wedding venue will help attract destination wedding goers to the big island and have a positive impact on tourism. Sunshower farms gives couples a unique and intimate wedding experience that is unlike any other on the island. This diversifies the local wedding industry and adds a unique opportunity for engaged locals and visitors to choose from.

Beyond the wedding Venue, Kate is a valuable asset to the community (from her coffee farm to her work with local farmers and women entrepreneur groups) and I would hate to see her close their business if they don't get approved. That's a loss that would be felt throughout the community.

Mahalo,
Brianne Limani
Runaway Digital
brianne@runawaydigital.com
www.runawaydigital.com

To whom it may concern,

My name is Kiley Kelson and I own Hakus by Ki, a local floral business specializing in Hawaiian Haku Leis.

I am writing this letter to reflect my overwhelming support for Kate Hickey and her business, Sunshower Farms. As a business owner in the wedding and event industry myself, I have seen the dire need for more event venues here in Kona. Kate's current venue is beautiful but can only hold a handful of people and she services a more tourist driven customer base because of this. I am a big advocate for serving the Kama'aina here on island as they are the ones who will sustain your business through the hard times (like we are in now). I believe with a venue expansion like the one Kate is trying to accomplish she will appeal more towards the local residents of the island as many locals are looking for a venue that can hold more people. This is a good thing for our local kona community. Our people deserve more gorgeous and affordable venues to choose from for their special occasions and I applaud Kate and Sunshower Farms for trying to be the ones who provide this to us.

Thank you for your time and consideration.

Mahalo Piha,
Kiley Kelson of Hakus By Ki

Aloha Hawaii County Planning Commission,

My name is Aly Dove and my business is Aly Dove Photography LLC based in Kona, Hawaii. I support Sunshower Farms LLC's application for a special use permit for a wedding venue because it helps attract clients for local small businesses like mine. The Sunshower Farms venue is unique in that it attracts both local and destination wedding clients. Most of my clients are interested in a venue where they can have a smaller, more intimate wedding with family and friends. Sunshower Farms is the perfect fit for my clients because it's more affordable than other venues, they use sustainable practices in both their farming and event planning, and they have an edge on the market for couples seeking an alternative to weddings at larger resorts.

Sunshower Farms also supports and integrates a variety of local vendors into their events. From the florists to the caterers to the musicians and officiants, Sunshower Farms supports local farms and small business owners here on the island. In doing so, Sunshower provides their clients a holistic experience uniquely tailored to their couples while helping them experience the aloha spirit here in Hawaii. Kate and the Sunshower team truly care for and take care of their clients as well as the local vendors she hosts at her venue. I support their application for a special use permit for a wedding venue fully.

Mahalo,

Aly Dove

Aly Dove Photography LLC

alyssandradowe@gmail.com

www.alydove.com

Aloha Hawaii County Planning Commission,

My name is Michael and my business is Body Glove Cruises in Kailua Kona. I support Sunshower Farms LLC's application for a special use permit for a wedding venue because Kona is in need of a more diverse selection of venues for events.

Now more than ever do we need to do everything in our power to revive our economy. Every additional wedding that is booked is a boom to our local economy, with the accommodations, car rentals, dinners out, farm tours, and activity bookings made.

What truly differentiates Kate and Doug at Sunshower Farms from the rest of the venues is that they go out of their way to support the little guy. They always take care of small businesses, from bakers to florists to musicians they are always supporting local establishments for their events.

Mahalo,



Michael Bell

General Manager | Body Glove Ocean Adventures

phone: 808.326.7122

site: bodyglovehawaii.com

address: 75-5629 Kuakini Hwy.



Aloha Hawaii County Planning Commission,

My name is Meredith Michael and I am a RN in Kailua Kona and small business owner. I support Sunshower Farms LLC's application for a special use permit for a wedding venue because the venue will help support local vendors and businesses as well as providing more jobs and benefit the community and tourism to Holualoa. With the special use permit for a wedding venue they will be able to continue to support other small businesses.

I believe it would be difficult to continue to run the Farm without the additional income from the wedding venue permit and I would be very disappointed at the potential loss of valuable community members, farmers and opportunities to boost the economy in Holualoa.

Mahalo,

Meredith Michael
RN Hawaii
craftwisehawaii.com

meredithjmonello@yahoo.com

Aloha Hawaii County Planning Commission,

My name is Bonita Lao and I own Lulima Food Patch in Kona and Queen's Table Catering. I am in support of Sunshower Farms' application for a special use permit for a wedding venue because the number of venues in our community has far-reaching impacts on many other local businesses - mine included.

Without wedding and event venues that are not hotels and restaurants, private catering companies like mine would not survive. Private events are our bread and butter, and allow me to continue to grow my business and hire more employees.

Also, Sunshower Farms in particular is the type of venue we need more of. They are unique in their location and offerings. And their focus on sustainable weddings is rare in the industry and particularly important for our island.

Mahalo,

Bonita Lao

Lulima Food Patch and Queen's Table Catering

hello@queenstablecatering.com

<https://queenstablecatering.com/>

Aloha Hawaii County Planning Commission,

My name is Heather Carvalho and I own and operate Spirited Cocktail Catering LLC.

I support Sunshower Farms LLC's application for a special use permit for a wedding venue, as I feel they offer a unique experience on the Big Island as part of the wedding industry. Their farm-style approach offers a sustainable and authentic venue, and an option outside of hotels and other large industry venues.

Sunshower also provides their clients with a diverse list of vendors outside of the hotel community's preferred lists, extending work opportunities to other small businesses and helping to stimulate growth within our smaller communities. We are grateful to them for including us in their business ohana.

Mahalo,
Heather Carvalho
Spirited Cocktail LLC
spiritedcocktail@gmail.com
www.spiritedcocktail.com

To whom it may concern,

As the owner and business proprietor of a local catering company called Color Catering, I am writing in support for Sunshower Farms to receive appropriate permits for their venue to continue servicing wedding clients here on the big Island of Hawaii. From a catering standpoint, their ability to host events has a significant impact, not only on my business but on many other vendors in the community who's businesses are interdependent on the availability of venues such as Sunshower farms. What's unique about how Kate and her team manages this venue that differs from an independent vacation rental is their unique position to be directly supporting all of the wedding vendors in terms of referrals for their clients and the attraction of many people to attend the events that support the economic interests of our island.

I'm not familiar with the issues that any neighbors may have that might impede the permitting process, but my experience with Kate is that they are very courteous community members and take every measure to ensure noise levels are reasonable and impacts are minimum to surrounding properties. Being that we are in a rural agricultural area with more space between property, Big Island has a unique opportunity to host larger weddings and gatherings that do support many local businesses not just in the wedding industry. As a wedding professional for over 10 years, I can tell you that if we lose venues our potential wedding clients will choose other venues off island which is a loss to many businesses, not just the venues themselves. I feel it is a definite economic and social boost to our community at large to have venues such as Sunshower farms to showcase and support our rural agriculture to clients world wide. We depend on such alliances with our vendors to survive in these economic times. We are in this together! Thank you very much for your kind consideration in this matter to support this vital local business.

Sincerely,

Erin Pasco
Color Catering
Paauilo Hawaii
808-557-5507
colorcatering@gmail.com



Magic Strings

Ursula Vietze LLC



P.O. Box 2652
Kailua-Kona, HI 96745
ursula.magicstrings@gmail.com

(808) 936 - 5701 phone
(808) 325 - 5063 fax
<http://www.magicstrings.com/>

To whom it may concern:

We greatly appreciate Kate Hickley with Sunshower Farms to provide a beautiful venue for weddings and special events. They provide work for us musicians and also for ministers, florists, catering etc, etc, etc. The venue is run very professionally and presents a beautiful "Hawaiian Style Atmosphere".

Especially with no work at all for the last 4 months, due to the covid crisis we need all the work we can get and I am sure Hawaii needs all the tax money it can get from this business.

Aloha

Ursula Vietze owner of MAGIC SRINGS music.

August 16, 2020

Aloha Hawaii County Planning Commission,

Please allow me to introduce myself. My name is Elizabeth Theriault, our family business is Kona Art Gallery in Holualoa. We host 23 Artists all from the Big Island and many from the Holualoa area. My husband Gary and I, with our son have lived and worked in Hawaii for 35 years. Additionally, part of the community service work I do is Ceremonial based, for healing, love, life, and peace. (multi-cultural bridging, empowerment with music, officiating weddings, and hospice care).

We support Sunshower Farms LLC's application for a special use permit for a wedding venue because with the environment to support Community in a multitude of ways along with a venue on land with animals, sacred and native trees, view of coastline and ocean there are many many opportunities to be of service not only for financial gain, but also as needed for healing, sharing Hawaiian values, provide very much needed wedding venues, and a sense of Ohana and community simply by being present there, or even better, by participating.

In these ever changing times, to have welcoming family based businesses, holistic with all elements of life can truly expand ones experience to have even more Aloha to share and understand the values of life so important for balance, growth and basic human happiness.

We thank you for your time and consideration of these words which have proven themselves in action. I have been blessed to officiate weddings at Sunshower Farms....I have witnessed the positive impact of this Ohana for the betterment of residents, visitors, and the balance of Hawaii life itself.

Mahalo Nui Loa,
Elizabeth and Gary Theriault

Kona Art Gallery, Holualoa, HI
blessingways@yahoo.com
www.blessingways.net

Aloha Hawaii County Planning Commission,

My name is Aislinn Chalker and my business is Wilde Sparrow Photography, based in Waikoloa on the Big Island. I strongly support Sunshower Farms LLC's application for a special use permit for a wedding venue because of the huge potential it has to bring additional business and revenue to the many local small businesses on the Big Island that work in the wedding industry.

In 2013, a study found that the wedding industry in the United States brings in \$53.4 billion dollars a year in wedding-related expenses. But currently, on the Big Island, there is only a small number of wedding venues, most of which are hotels, greatly handicapping the potential for the county to truly benefit from this billion-dollar industry. The wedding industry is made up of multiple smaller businesses like caterers, wedding consultants, various beauty suppliers (hair, makeup), photographers, musicians, etc... A new wedding venue would mean a new outlet for spending dollars from wedding clients to any or all of those local businesses and would greatly serve the local economy.

And Sunshower Farms has made it a point to always whole-heartedly support their fellow small business owners. They are just downright good people and good neighbors and I know in my heart they would make it their mission to ensure that as many local vendors as possible are supported with this new venue endeavor.

Mahalo,

Aislinn Chalker

Chalker & Co LLC, DBA Wilde Sparrow Photography aislinn@wildesparrow.com
www.wildesparrow.com

Aloha Hawaii County Planning Commission,

My name is Corinne Priest and my business is Aloha Zoe Photography located on Hawai'i Island. I support Sunshower Farms LLC's application for a special use permit for a wedding venue because my husband and I (owners of Aloha Zoe Photography) are so grateful for everything this establishment has done for us.

The first time I ever heard of Sunshower Farms was when my husband and I were looking for a place to have our own wedding reception when we got married almost two years ago. During our search, we found Sunshower Farms to be everything we hoped for on our wedding day! Sunshower Farms is such an authentic and unique wedding venue unlike anywhere else in Hawaii that highlights the importance of coffee farming, which is so important to the island's history and culture. We strongly think that the Big Island is in need of more diverse wedding venue locations, and Sunshower Farms is an incredible option for couples seeking an alternative venue location to experience one of the most important days of their lives.

After talking to Kate and feeling totally confident in her ability to help us plan our reception, my husband and I decided that Sunshower Farms would be the perfect wedding reception for us. I can attest that Kate and her amazing team's effort made our day so memorable.

Two years ago, we started our wedding photography business and since then, we have had the pleasure of capturing other couple's wedding days at Sunshower Farms. Our clients have been absolutely thrilled with Kate and her team's work ethic and overall wedding experience. We have clients ask all the time about alternative wedding venues that are not oceanfront restaurants, hotels, or on a beach. We absolutely love recommending Sunshower Farms because it is such a special location, and it really appeals to many of our clients' preferences when looking for a unique venue.

Mahalo,

Corinne and Ryan Priest
Aloha Zoe Photography
contact@alohazoephotoaphy.com
www.alohazoephotoaphy.com

Aloha Hawaii County Planning Commission,

Aloha Hawaii County Planning Commission,

My name is Nakoa Pabre and my business is Umekes Fish Market Bar and Grill. I support Sunshower Farms LLC's application for a special use permit for a wedding venue because it is a unique and beautiful venue for events in Hawaii. So many venues in Hawaii are focused on the beach side weddings but being up in the mountain with the fresh air and the breath-taking views of the Kona coast is another great option for destination weddings.

Umekes LLC especially supports Sunshower Farms because Kona needs more small, local owned businesses to thrive. With Sunshower Farms business thriving, it in turn would help small businesses like Umekes by giving us catering opportunities and further advertising our business. Together small businesses like Umekes and Sunshower can aid in each other's successes and help the Kona community to thrive.

Mahalo,

Nakoa Pabre

Umekes LLC

Nakoa@umekesrestaurants.com

Umekesrestaurants.com

Aloha Hawaii County Planning Commission,

My name is Mark Hinwood and I am the owner and principal photographer for Mark Hinwood Photographer LLC. My business operates out of Kailua Kona and is a part of the thriving wedding market that is here on Hawaii Island.

I have been a professional photographer photographing weddings for 10 years now and one of the trends I am currently seeing is that wedding couples are in search for unique venues that offer something extra for them and their guests and Sunshower Farms offers this. A common theme is that clients are wanting local small vendors/businesses that connect with each other to make their whole wedding unique & personal.

I have worked with Sunshower farms multiple times and not only are they a wedding venue utilizing multiple vendors such as local photographers, florists, chefs, brewers, officiants, musicians etc but they are a working farm that creates products which are utilized by local businesses integrating them into their own products. Sunshower farms is part of an amazing network of businesses that support each other and I can only see the expansion of their wedding venue as a positive and much needed addition to the community and Hawaii Island at large.

Mahalo,

Mark Hinwood
Mark Hinwood Photographer LLC
info@markhinwood.com
www.MarkHinwood.com

Aloha Hawaii County Planning Commission,

My name is Suelang Watson and I am a mobile DJ based out of Hāmākua.

Sunshower Farms makes a wonderful wedding venue and I fully support their (Sunshower Farms LLC's) application for a special use permit for a wedding venue.

Over the last couple of years I have provided DJ services for multiple wedding parties at Sunshower Farms. Offering their property as a wedding venue for couples benefits not only the bride groom and their wedding guests because of the beautiful and unique location of the farm - making for a very special, memorable day, but it is also a real boost for the array of the local vendors who are hired to provide whatever wedding services they specialise in.

It has been a real blessing for me, being repeatedly hired by people from an array of interesting places who have chosen to come together at such a gorgeous location as Sunshower Farms in order to celebrate their union amongst loved ones. I enjoy the privilege of sharing my passion for music on their super special day, and as an added bonus I get paid to do so! Myself and many others small businesses from our Big Island community benefit from opportunities of paid work as a result of Sunshower Farms being a wedding venue.

I look forward to continued success and abundance collaborating with them to provide wonderful wedding experiences for their clients.

Mahalo,

Suelang Watson

Suelang Watson

DJ Lyra Love - Event DJ

Suelang.Watson@gmail.com

Aloha Hawaii County Planning Commission,

My name is Breanna Nelson and my business is Bre Rae Photography LLC, in Kailua-Kona, Hawaii. I support Sunshower Farms LLC's application for a special use permit for a wedding venue because more wedding venues will help bolster our local economy in countless ways. Not only for my small business, but for other local photographers, wedding planners, makeup artists, and other local wedding industry professionals. More wedding venues will attract more people to the idea of coming to big island to get married which will have a positive effect on all local businesses involved in the wedding industry.

When I was planning my own wedding on Big Island not too long ago, I noticed there were far too few formal facilities available for weddings, and most venues were at the resorts which are, for the most part, not locally owned. I would personally be thrilled to be able to collaborate with more locally owned venues and a special use permit for Sunshower Farms LLC would allow for this to be possible! Sunshower already has already shown they are a valuable member of the greater Kona wedding community, they have outstanding reviews from anyone who works with them.

I hope you take my letter of support into consideration when considering Sunshower Farms LLC for a special use permit. Feel free to contact me if you have any additional questions or comments.

Mahalo,
Breanna Rae Nelson
Bre Rae Photography LLC
breraephoto@gmail.com
www.breraephoto.com

Aloha Hawaii County Planning Commission,

My name is Clare McAdam and I am an owner of Kehaulani Farms LLC in Honokaa. We are a small, family-owned, off-grid farm and a forest bathing retreat.

I am writing to you to support Sunshower Farms LLC's application for a special use permit for a new wedding venue because I believe that this will enable Sunshower Farms to significantly increase the number and size of events that they host on premises and which will therefore lead to an increase in the services and products purchased from other local businesses as well as an increase in referrals to those businesses. An increase in wedding and special events at Sunshower Farms will also create various new employment opportunities in the local labor market.

Kehaulani Farms will benefit from an increase in forest therapy referrals for wedding parties and corporate groups and therefore I support the application for a new venue for sunshower Farms wholeheartedly. Sunshower Farms has always been a huge supporter of our business and of others in the farming and event communities.

Thank you for your consideration.

Mahalo,

Clare McAdam
Kehaulani Farms
clare@kehaulanifarms.com
www.kehaulanifarms.com

Aloha Hawaii County Planning Commission,

My name is Anna Moreno and my business is Wild Sound Film, a photography business on Big Island. I have shot weddings at Sunshower farms and it is always my favorite venue to work with! Kate and her team are incredibly organized, responsible, and her clients always give glowing reviews of her venue and services. I very much support Sunshower Farms LLC's application for a special use permit for a wedding venue because I think it will add to the community to have another excellent wedding venue to choose from!

I have friends who are getting married on the big island and their biggest complaint is that there are not enough choices when it comes to wedding venues. Especially for folks who don't have a big enough budget to go to the bigger hotels. Sunshower Farms plays a crucial role in bringing the wedding economy of the Big Island to local vendors. Please pass this permit and better the community!

Mahalo,

Anna Moreno.

Wild Sound Film

wildsoundfilm@gmail.com

wildsoundfilm.com

Aloha Hawaii County Planning Commission,

My name is Sarah Gehman and my business is Sarah Gehman Photography LLC, based in Kailua Kona, Hawaii! I JOYFULLY support Sunshower Farms LLC's application for a special use permit for a wedding venue because they add incredible value, not only to this island and this community, but also to the visitors that greet our island. Kate and her incredible team never cease to impress with their hard work and dedication to provide a beautiful and safe space for events and weddings. They are great caretakers of their land and truly respect this place that we all call home.

Sunshower Farms benefits my business, too, with all of the referrals that they send my way. Kate is generous and cares to support local, Big Island vendors by connecting her clients to local photographers, florists, make up artists, caterers and more! For every wedding and event that she hosts, a half of a dozen local business owners have a job. It's a huge blessing to this community, especially considering the amount of weddings that Sunshower Farms hosts each year! We need more wedding venues like hers!

Mahalo,

Sarah Gehman

Sarah Gehman Photography LLC

Sarahgehmanphoto@gmail.com

www.sarahgehmanphoto.com

Aloha Hawaii County Planning Commission,

My name is Reese Klenke and my business is Reese & Renee LLC; my wife and I are wedding photographers here in Hawaii. I support Sunshower Farms LLC's application for a special use permit for a wedding venue because there are few on the island and the demand is increasing at their property, but also in Hawaii as a whole.

More wedding venues are important to the industry here because so many couples and their families are traveling from all over the world to be together in this often once-in-a-lifetime place. Since the demand is so high, this is beneficial to my business and other local businesses in the wedding industry where we can bring in income to support our families in this expensive state. I support Sunshower Farms specifically because they're a sustainable farm, eco-friendly event space, and environmentally conscious business; something that is rare in the Hawaii wedding venue world. Not only that, but they're so good about referring business to other local businesses and not hoarding it all to themselves - in this way, they truly encompass the sharing & love within the Aloha Spirit.

They honestly want to see others succeed and thrive in this community as well as steward the land they have purchased and give back to the community in various other ways!

Mahalo,

Reese Klenke

Reese & Renee LLC

aloha@reeseandrenee.com

www.reeseandrenee.com

Aloha Hawaii County Planning Commission,

My name is Muriel Fairman and I am the owner and head photographer of Moments by Moriel, based on Oahu. I support Sunshower Farms LLC's application for a special use permit for a wedding venue because I think it will greatly benefit the wedding industry here in Hawaii! I have worked with Sunshower Farms LLC and very much look forward to working again with them in the future. They benefit my business by providing referrals for my services, and vice versa! They provide a unique experience for their wedding clients while sharing the beauty of Hawaii. The wedding industry here in Hawaii is constantly growing and with that the different businesses involved will need to grow as well to keep up.

Mahalo,

Muriel Fairman
Moments by Moriel, LLC
momentsbymoriel@gmail.com
Momentsbymoriel.com

Aloha Hawaii County Planning Commission,

My name is Linda Dickinson and my business is Makeup Artistry by Linda, LLC.; located in Kailua-Kona on the Big Island. I support Sunshower Farms LLC's application for a special use permit for a wedding venue because they are responsible business owners who always takes into consideration what's best for our residents here by making socially responsible business decisions.

Having more wedding venues would not only be more beneficial to the tourists who are planning a destination wedding on the Big Island, but it would be beneficial to my small business - as well as many other wedding industry small businesses as well. I do wedding hair and makeup and it is my primary source of income. Having another much-needed wedding venue will help to bring in more weddings as well as help to accommodate our local residents who wish to marry on the island - but have limited options.

As a local business owner, I support Sunshower for this permit because as people, Kate & Doug do such a wonderful job with their family-owned, environmentally friendly farm. Anything they do is carried out with a well-thought-out passion to help the Big Island to be a sought out wedding destination spot.

I hope that you will consider granting a wedding venue permit to Sunshower Farms. I have no doubt in my mind that it would bring so much opportunity to our island.

Mahalo,

Linda Dickinson

Makeup Artistry by Linda, LLC.

Linda@makeupartistrybylinda.com

<http://www.makeupartistrybylinda.com>

Aloha Hawaii County Planning Commission,

My name is Bailey Makaimoku and my business is Bailey Makaimoku Photography based out of Hilo, HI. I support Sunshower Farms LLC's application for a special use permit for a wedding venue because I have shot multiple weddings here and Kate and her husband take great care of their property, are wonderful considerate neighbors, and provide a unique Big Island venue to their wedding couples.

In Hawaii, there is a lack of venues that provide a more intimate experience on a property that supports locally grown crops and other small businesses. This helps them sell their coffee they are already growing locally and giving more people a taste of what it is like to be on the Big Island vs. a tourist wedding at a hotel. Again, I 100% support Sunshower Farms pursuing this permit because to have a separate venue would allow them to be able to serve more couples, support other local businesses and help others visiting Hawaii to get a more unique and intimate look into what Hawaii is really like. They raise and take care of farm animals, the coffee farm, and all other parts of their property to give their clients the most for their wedding day.

Mahalo,

Bailey Makaimoku

Bailey Makaimoku Photography

Aloha Hawaii County Planning Commission,

My name is Elana Jadallah and I own ElanaLoo Consulting LLC. I support Sunshower Farms LLC's application for a special use permit for a wedding venue because having more wedding venues is extremely beneficial economically for our town. I support Sunshower, specifically, for this permit because they are an interactive, essential part of our Big Island community & wedding industry and this will be an incredible addition to their business!

Mahalo,

Elana Jadallah
ElanaLoo Consulting, LLC
hello@elanaloo.com
Elanaloo.com

Aloha Hawaii County Planning Commission,

My name is Hannah and my business is Hannah C's Photography located in Kailua Kona on the Big Island of Hawaii. I support Sunshower Farms LLC's application for a special use permit for a wedding venue because they are such a quality venue that really cares about their clients and the Island.

For me personally as a wedding photographer, such a quality venue that brings in couples looking to get married on the Big Island is a big deal. Sunshower Farms are huge supporters of local businesses and a true representation of Aloha, and they bring in clients that are also looking for that local and organic experience.

Sunshower Farms is one of my favorite places to get booked for a wedding on the island, and I am really looking forward to them expanding and being able to support more clients that are looking for a laid back farm setting to celebrate their love. It would mean a lot to all of us in the wedding industry if their application for a special use permit for a wedding venue was accepted.

Mahalo,

Hannah Cooper

Hannah Cs Photography

Hannah@hannahcsphotography.com

HannahCsPhotography.com

Hello Hawaii County Planning Commission,

My name is Jon Bodhi Harris and my business is Jon Bodhi Film and Photography based in Kailua-Kona. I support Sunshower Farms LLC's application for a special use permit for a wedding venue because they are one of the few local wedding venues that support local business.

I shoot weddings all across the Island chain from upscale resorts to small intimate beach weddings. A lot of my weddings take place at the big resort hotels. Big resort hotel weddings usually find all their vendors in house and don't support other local businesses like food catering, flowers, and entertainment. I love Sunshower Farms because they source their vendors locally. Small local eateries like Shaka Tacos, and Loko Wraps cater the weddings, local floral designers, and local wedding videographers like myself. I support Sunshower Farms because they balance the economy by letting smaller business participate in larger weddings.

The Sunshower Farms expansion will help support small local business like myself and bring more money into the local economy.

Mahalo,

Jon Bodhi Harris
Jon Bodhi Film and Photography
Jonbodhi808@gmail.com
www.bodhiweddings.com

 P.O. Box 848
Pahoa, HI 96778



Aloha Hawaii County Planning Commission,

My name is Jessica Bruner and I represent Hawaii Sound and Vision, an audio/visual and live entertainment company with more than 20 years of experience working at the top locations on the Big Island of Hawaii. I am writing this letter in support of Sunshower Farms and their exciting forward momentum as a wedding / event venue. We are so grateful to have been a part of so many wonderful celebrations at Sunshower Farms and look forward to many more in the future.

Speaking on behalf of our entire team, we support Sunshower Farms LLC's application for a special use permit for a wedding venue. This island is such an amazing place to celebrate a marriage and having a venue as unique as each individual's love to celebrate is so significant to the experience. We have been very fortunate to be a part of countless events at countless venues, and we truly believe Sunshower Farms stands out in such a special and individual way.

We are so very passionate about our community and industry and believe Sunshower Farms has the momentum to become an important part (however big or small) of our island's ability to thrive economically, creatively and as an ohana. These sort of partnerships and celebrations are what bring us together as humans and fuel our growth as both individuals and as a community.

Mahalo,

Jessica Bruner
Technical Sales Associate | Coordinator
Hawaii Sound & Vision
jessica@hawaiiisav.com
www.hawaiiisav.com
OFFICE: (808) 982-8330
MOBILE: (808) 785-2718

☎: 808-982-8330

☎: 808-982-8340

✉: aloha@hawaiiisav.com

🌐: www.hawaiiisav.com

HAWAII UNTOUCHED, LLC

February 6, 2020

Michaela Larson
68-1834 Pau Nani St.
Waikoloa, Hi. 96738

Aloha Hawaii County Planning Commission,

My name is Michaela Lehuanani Larson and my business name is Hawaii Untouched, LLC dba Hawaiian Style Beach Weddings. Specializing in sacred Hawaiian ceremonies on Hawaii island. Our services include Hawaiian style weddings, wedding officiants, land blessings, home blessings and celebration of life ceremonies.

I support Sunshower Farms LLC's application for a special use permit for a wedding venue because of the great need for unique locations like this, a working coffee farm. The district of Kona and of the Hualaloa coffee belt is known throughout the world to provide some of the greatest coffee available. In fact the roots of coffee in Hawaii began here.

This venue, Sunshower Farms, not only provides a fabulous wedding location and work for local vendors, it adds to the historic value to the visitor experience and the Kona Coffee industry.

When I'm preparing for a ceremony at Sunshower Farms, I see Kate and her team working very hard to provide quality service to their clients. A great deal of attention goes to the couples spontaneous wants and needs. All this, always with aloha...

I am very grateful and privileged to perform wedding ceremonies at Sunshower Farms.

Mahalo nui loa,

Michaela Lehuanani Larson

808-896-7955

Hawaii Untouched, LLC dba Hawaiian Style Beach Weddings

hawaiianweddings808@gmail.com

<http://hawaiiuntouched.com>

<http://www.hawaiianstylebeachweddings.com>

Simple Kona Beach Weddings

www.SimpleKonaBeachWeddings.com
75-5660 Kopiko St., Ste. C7 #286, Kailua-Kona, HI 96740
SimpleKonaBeachWeddings@gmail.com 1-888-582-5775 x1

February 7, 2020

Dear Hawaii County Planning Commission:

My name is Becky Ringler, Owner of Simple Kona Beach Weddings here in Kailua-Kona, HI.

I support Sunshower Farms LLC's application for a special use permit for a wedding venue because, honestly, we are in desperate need of wedding venues that are not at hotels, that offer couples the opportunity for a beautiful, affordable and unique Big Island wedding experience!

Although I mainly do beach weddings, I do occasionally help plan and coordinate weddings and receptions for larger parties (for which the beach is then out of the question), and to have a sanctioned venue, with the proper permits, at such a beautiful location as Sunshower Farms, will allow me to offer a wonderful option to my couples - something unique and special, which really features what the Big Island is all about.

In short, the community needs more wedding venues like this (i.e. not at a hotel or a restaurant, but something more than a private home) in general, and specifically, it needs Sunshower Farms as an official wedding venue!

Thus, I whole-heartedly support Sunshower Farms for the permit it needs to become a sanctioned wedding venue. To be able to offer my couples a venue that is a locally owned, woman-owned, Big Island Business would be a win for the whole of the wedding industry here in Kona, and would provide so many opportunities for numerous vendors in the wedding industry a place to provide the services that they do best.

Yours Sincerely,



Becky Ringler

Owner/Coordinator/Planner/Officiant

Simple Kona Beach Weddings

SimpleKonaBeachWeddings@gmail.com

1-888-582-5775 x1

www.SimpleKonaBeachWeddings.com



Aloha Hawaii County Planning Commission,

My name is Ashley Akamu and I am co owner and manager of Bula Music. We are an entertainment company based out of Holualoa specializing in music and Hawaiian entertainment for special events. We fully support Sunshower Farms LLC's application for a special use permit for a wedding venue because of their professionalism, dedication to the community, and genuine Aloha.

We have had the pleasure of providing entertainment for many weddings and events held at Sunshower Farms and each time, we are blown away with the venue and owner Kate. Kate is beyond professional, always organized, prompt, and attentive. You can tell she deeply cares for each of her clients and makes a personal unique experience for each of them.

Sunshower Farms has excelled in the wedding industry and has gained an incredible reputation amongst the couples they serve and the vendors they work with. As a wedding coordinator of 11 years, I understand the demanding dedication it takes to run a successful wedding business and I can tell you that Kate definitely empowers that dedication. She and her team provide absolutely beautiful weddings that help to further make a name for Big Island, Holualoa as a community, and Hawaii's coffee industry. They provide a unique style focusing on sustainability and eco friendly options that many other venues do not offer. This alone is extremely important to the future of our island.

With each wedding comes the need for numerous vendors which in turn means that the potential economic benefits of each wedding is substantial. We stand behind Sunshower Farms with the upmost confidence that if they are granted this permit, they will continue to excel by attracting more couples, providing jobs for local vendors, and promoting the beauty of our island as a whole.

Sunshower Farms is truly a remarkable business with a hard working team. They are one of a kind and their potential to further promote Big Island and the beautiful weddings they create should not be underestimated.

Mahalo for your time,

Ashley Akamu
Bula Music
bula@akamumusic.com
www.bulamusic.com

February 7, 2020

Hawaii County Planning Commission,

We are Michael and Amber Haley and we are local real estate agents and small business owners. We operate in Kailua-Kona, Hilo and across the Big Island. We support Sunshower Farms LLC's application for a special use permit for a wedding venue because we have personally seen how their business has brought much needed employment to local residents.

Having local wedding venues, like the one at Sunshower Farms brings jobs and tourism to our state. As you know, for many local people jobs are often hard to come by. The local job market directly impacts the ability for people to purchase and invest in real estate. As any real estate professional would tell you, the local real estate market is a huge part of any local economy.

Sunshower Farms LLC is a locally run, beautiful and eco-friendly business. We strongly support their request for a special use permit, so they can continue to expand their operation and directly impact the local economy, and specifically the local wedding industry.

Mahalo,

Michael Haley

Michael Haley

Amber Haley

Amber Haley

Hawai'i Life
Aloha@HaleyHawaii.com
HaleyHawaii.com



UNIVERSITY
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HILO

University of Hawai'i at Hilo
College of Business & Economics
200 W. Kawili Street
Hilo, Hawai'i 96720

February 10th, 2020

Hawai'i County Planning Commission
Hawai'i County, Department of Planning,
101 Pauahi St. #3
Hilo, Hawai'i 96720

Dear Commissioners,

This letter is to express my support for Sunshower Farms' permit application to be able to conduct agri-tourism activities at their site in Hōlualoa, provided that their application meets the County's permitting standards. I support this application because I believe that the success of our local farmers is critical for the long-term sustainability of our small island.

I commend Hawai'i County's Planning Commission for upholding regulations to protect the safety of our communities and the integrity of our lands. I received my doctorate in urban and regional planning so I understand the critical role that the Department of Planning plays in ensuring that minimal impacts result from commercial activities on agricultural lands.

Currently, I am conducting a study, funded by the United States Department of Agriculture (USDA), to understand the challenges and opportunities for agri-tourism in Hawai'i County. While the study is still on-going, preliminary findings suggest that small farms in Hawai'i are turning to agri-tourism as a strategy to supplement farm earnings to be financially sustainable. However, preliminary findings also suggest that the Department's permitting process is one of the greatest roadblocks for small farmers.

While I understand the importance of the permitting process, I would like to reiterate the value of supporting our local farmers, especially our small farms. As an owner of a small farm myself, I can attest to the difficulty of being able to be economically sustainable from farming alone. Farming is hard. Making money from farming, is even harder.



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Therefore, allowing farmers to diversify their products to enable them to be economically sustainable, enables them to continue to be productive farmers. If they cannot be economically sustainable and forced to cease farming operations, then who will continue the important practice of agriculture that these lands are intended for?

More than two thirds of agricultural lands in the state of Hawai'i exist on Hawai'i Island and account for the majority of farms in the state. As the economic base of our islands, tourism offers opportunities for agri-tourism businesses to occur where farmers can engage the industry to support their economic sustainability and local agriculture. This is an opportunity for the County to work together with farmers to create a more sustainable form of tourism that builds the capacity and resilience of our host communities and reduce our dependence on imported foods.

If you have any questions or concerns, please do not hesitate to contact me at (808)-227-8855 or Faanunu@hawaii.edu.

Sincerely,

A handwritten signature in black ink, appearing to read "Angela I. Fa'anunu".

Angela I. Fa'anunu, Ph.D.

Assistant Professor of Tourism

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Roger V. Meeker, Attorney at Law
P.O. Box 596
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Phone: (808) 885-9696

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**GREENER PASTURES
Condominium Project**

BY-LAWS OF THE ASSOCIATION OF CONDOMINIUM OWNERS

These By-Laws apply to the above-named condominium project (herein called the "Project") as described in and created by the Declaration of Condominium Property Regime (herein called the "Declaration") to be recorded concurrently herewith, and to all present and future owners, tenants and occupants of all condominium units of the Project and all other persons who shall at any time use the Project.

WHEREAS, HAWAII GREENER PASTURES PARTNERSHIP, a Hawaii general partnership (hereinafter referred to as the "Fee Owner"), is the fee simple owner of certain real property described in that certain Declaration of Condominium Property Regime recorded concurrently herewith, which Declaration creates the above-named condominium project;

NOW, THEREFORE, in order to govern the operation of said Project, said Fee Owner hereby adopts these By-Laws of the Association of Condominium Owners in accordance with Section 514A-81 et seq. of the Hawaii Revised Statutes.

ARTICLE I -- ASSOCIATION

SECTION 1.1 -- QUALIFICATION

All owners of condominium units of the Project shall constitute the Association of Condominium Owners, herein called the "Association". The owner of each unit, upon acquiring title thereto, shall automatically become a member of the Association and shall remain a member thereof until such time as his ownership of the unit ceases for any reason, at which time his membership in the Association shall automatically cease. To such extent and for such purposes, including the exercise of voting rights, as shall be provided by lease on any unit, a copy of which is filed with the Board of Directors of the Association, the lessee of such unit shall be deemed to be the owner thereof. If a unit is subject to a recorded agreement of sale, a copy of which has been filed with the Association in accordance with Section 5.5 hereof, the vendee thereunder shall be deemed to be the owner of the unit, subject to any vendor's rights reserved pursuant to Section 514A-83 of the Hawaii Revised Statutes.

SECTION 1.2 -- PLACE OF MEETINGS, RULES

Meetings of the Association shall be held at the Project or such other suitable place within the State of Hawaii convenient to the owners, as may be designated by the Board of Directors. Meetings shall be conducted in accordance with the most current edition of Robert's Rules of Order.

SECTION 1.3 -- ANNUAL MEETINGS

The first meeting of the Association shall be held not later than one hundred eighty (180) days after recordation of the first unit conveyance; provided forty percent (40%) or more of the Project has been sold and recorded. If forty percent (40%) of the Project is not sold and recorded at the end of one year, an annual meeting shall be called; provided ten percent (10%) of the unit owners so request. At such meeting the owners shall elect a Board of Directors. Prior to said first meeting, the Association shall consist solely of the Fee Owner(s), who shall have authority to act in all matters as the Association. Thereafter, the Association shall meet at least once every calendar year, or at more often regular intervals as may be established by the Board of Directors.

SECTION 1.4 -- SPECIAL MEETINGS

Special meetings of the Association may be held at any time upon the call of the President of the Association, or upon the written request of at least twenty-five percent (25%) of the owners presented to the Secretary.

SECTION 1.5 -- NOTICE OF MEETINGS

The Secretary shall give written or printed notice of each annual and special meeting to every owner according to the Association's record of ownership, at least fourteen (14) days prior to the meeting. Said notice shall contain the date, time and place of the meeting, the items on the agenda for the meeting, and a standard proxy form authorized by the Association, if any. If notice is given pursuant to the provisions of this section, the failure of any owner to receive actual notice of any meeting shall in no way invalidate the meeting or any proceeding thereat. The presence of any owner in person or by proxy at any meeting shall be a waiver of notice by the owner unless he shall at the opening thereof object to the holding of the meeting because of the failure to give notice in accordance with the provisions hereof.

SECTION 1.6 -- QUORUM

The presence at any meeting in person or by proxy of a majority of owners shall constitute a quorum, and the acts of a majority of the owners present shall be considered acts of the Association and binding on all unit owners of the Project, except as otherwise provided herein.

SECTION 1.7 -- VOTING

The vote to which each unit is entitled shall be the percentage of common interests assigned to the unit in the Declaration. Votes may be cast in person or by proxy by the respective owners as shown in the record of ownership of the Association. An executor, administrator, guardian or trustee may vote in person or by proxy at any meeting of the Association, and may vote for any unit owned or controlled by him in such capacity, whether or not the same shall have been transferred to his name in the Association's record of ownership, provided that he shall first present evidence satisfactory to the Secretary that he owns or controls the unit in such capacity. The vote for any unit owned of record by two or more persons may be exercised by any one of them present at any meeting in the absence of protest by the other or others, and in case of protest each co-owner shall be entitled only to a share of the vote in proportion to his share of ownership in the unit. Votes allocated to any area which constitutes a common element under Section 514A-13(h), Hawaii Revised Statutes, shall not be cast at any Association meeting, whether or not it is so designated in the Declaration.

SECTION 1.8 -- PROXIES

A proxy, to be valid, must be delivered to the Secretary of the Association or the Managing Agent, if any, no later than 4:30 p.m. on the second business day prior to the date of the meeting to which it pertains, and must contain at least the following: the name of the Association of Condominium Owners, the date of the meeting of the Association, the printed name and signature of the person or persons giving the proxy, the unit or units for which the proxy is given, the printed name of the person or entity to whom the proxy is

given, and the date that the proxy is given. A proxy shall only be valid for the meeting to which the proxy pertains and its adjournments, may designate any person as proxy, and may be limited as the unit owner desires and indicates; provided that no proxy shall be irrevocable unless coupled with a financial interest in the unit. Proxies may be given to the Board of Directors as an entity. No officer of the Board of Directors shall use Association funds to solicit proxies; provided that this shall not prevent an officer from exercising his right as an unit owner under Section 514A-82(b)(4). Nothing in this section shall affect the holder of any proxy under a first mortgage of record encumbering a unit or under an agreement of sale affecting a unit.

SECTION 1.9 -- SOLICITATION OF PROXIES

No Resident Manager or Managing Agent shall solicit, for use by the Resident Manager or Managing Agent, any proxies from any unit owner of the Association, nor shall the Resident Manager or Managing Agent cast any proxy vote at any Association meeting except for the purpose of establishing a quorum. No member of the Board of Directors who uses Association funds to solicit proxies shall cast any of these proxy votes for the election or reelection of Board members at any Association meeting unless the proxy form specifically authorizes the Board member to vote for the election or reelection of Board Directors and the Board first posts notice of its intent to solicit proxies in prominent locations within the Project at least thirty (30) days prior to its solicitation of proxies; provided that if the Board receives within seven days of the posted notice a request by any owner for use of Association funds to solicit proxies accompanied by a statement, the Board shall mail to the owners either: (a) a proxy form containing the names of all owners who have requested the use of Association funds for soliciting proxies accompanied by their statements; or (b) a proxy form containing no names, but accompanied by a list of names of all owners who have requested the use of Association funds for soliciting proxies and their statements. Said statement shall not exceed one hundred words, and shall indicate the owner's qualifications to serve on the Board and the reasons for wanting to receive proxies.

SECTION 1.10 -- ADJOURNMENT

Any meeting of the Association may be adjourned from time to time to such place and time as may be determined by majority vote of the owners present, whether or not a quorum be present, without notice other than the announcement at the meeting. At any such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted by a quorum at the meeting as originally called.

SECTION 1.11 -- AUDIT

The members of the Association of Condominium Owners may require, by vote at the annual meeting, a yearly audit of the Association's books by a certified public accountant.

SECTION 1.12 -- ORDER OF BUSINESS

The order of business at annual meetings of the Association shall be as follows:

- (1) Roll call;
- (2) Proof of notice of meeting;
- (3) Reading of minutes of preceding meeting;
- (4) Reports of officers;
- (5) Report of Managing Agent;
- (6) Election of Directors;
- (7) Appointment of Auditor;
- (8) Unfinished business;
- (9) New business.

SECTION 1.13 -- CALCULATION OF PERCENTAGES

The term "majority of owners" herein means the owners of units to which are appurtenant more than fifty percent (50%) of the common interests as established by the Declaration, and any other specified percentage of owners means the owners of units to which are appurtenant that percentage of the common interests. Notwithstanding anything herein to the contrary, if the Project is comprised of only two units, the term "majority of owners" herein requires the agreement of both unit owners on any vote, irrespective of their appurtenant common interests.

ARTICLE II -- BOARD OF DIRECTORS

SECTION 2.1 -- NUMBER AND QUALIFICATIONS

The affairs of the Association shall be governed by a Board of Directors composed of not fewer than four (4) persons, each of whom shall be an owner of record of a unit (as defined in Section 1.1 above). If a corporation is an owner, any officer of the corporation shall be eligible to serve as director so long as he remains an officer of the corporation. If a partnership is an owner, every general partner of the partnership shall be deemed to be an owner for this purpose. There shall not be more than one representative on the Board of Directors from any one unit. No resident manager of the condominium shall be a director. The directors shall serve without compensation.

SECTION 2.2 -- POWERS

The Board of Directors (also referred to herein as the "Board") shall have all powers necessary for the administration of the affairs of the Association and may do all acts and things therefor as are not by law, the Declaration or these By-Laws directed to be exercised or done only by the owners.

SECTION 2.3 -- ELECTION AND TERM

Election of directors shall be by cumulative voting by secret ballot at each annual meeting and any special meeting called for the purpose. Directors shall hold office for a period of one year or until their respective successors have been elected, subject to removal as herein provided.

SECTION 2.4 -- VACANCIES

Vacancies in the Board of Directors caused by any reason other than removal of a director by the Association shall be filled by vote of a majority of the remaining directors, even though they may constitute less than a quorum, and each person so elected shall be a director until his successor is elected at a meeting of the Association. Death, incapacity or resignation of any director, or his absence from more than three regular meetings, or his ceasing to be an owner of a unit, shall cause his office to become vacant.

SECTION 2.5 -- REMOVAL OF DIRECTORS

At any regular or special meeting of the Association duly called, any one or more of the directors may be removed by the owners, and successors shall then and there be elected for the remainder of the term to fill the vacancies thus created. The removal and replacement shall be in accordance with all applicable requirements and procedures in these By-Laws for the removal and replacement of directors, including, but not limited to, any provisions relating to cumulative voting. If removal and replacement is to occur at a special Association meeting, the call for such meeting shall be by the President or by petition to the Secretary or Managing Agent signed by not less than twenty-five percent (25%) of the owners as shown in the Association's record of ownership; and provided further that if the Secretary or Managing Agent shall fail to send out the notices for the special meeting within fourteen (14) days of receipt of the petition, then the petitioners shall have the authority to set the time, date and place for the special meeting in accordance with the requirements of these By-Laws. Except as otherwise provided in the Chapter 514A, Hawaii Revised Statutes, such meeting for the removal and replacement from office of directors shall be scheduled, noticed and conducted in accordance with these By-Laws.

SECTION 2.6 -- MEETINGS

An organizational meeting of the Board of Directors shall be held at the place of and immediately following each annual meeting of the Association, and no notice shall be necessary to any directors in order validly to constitute the meeting, provided that a majority of the Board shall be present. At said meeting, the Board shall elect the officers of the Association for the ensuing year. Whenever practicable, notice of all annual Board meetings shall be posted by the resident manager or a member of the Board in prominent locations within the Project seventy-two (72) hours prior to the meeting or simultaneously with notice to the Board of Directors. Special meetings of the Board of Directors may be

called by the President on at least eight (8) hours' notice to each director, given personally or by telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and with like notice upon the written request of at least two directors, or, if the Project consists of only two condominium units, one director.

SECTION 2.7 -- WAIVER OF NOTICE

Before or at any meeting of the Board of Directors, any director may in writing waive notice of the meeting, and the waiver shall be deemed equivalent to the giving of notice. Attendance by a director at any meeting of the Board shall be considered a waiver of notice of said meeting. If all the directors are present at any meeting of the Board, no notice thereof shall be required, and any business may be transacted at the meeting.

SECTION 2.8 -- QUORUM OF BOARD

At all meetings of the Board of Directors, a majority of the total number of directors shall constitute a quorum for the transaction of business, and the acts of a majority of the directors present at any meeting at which a quorum is present shall be the acts of the Board. If less than a quorum shall be present at any meeting of the Board, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without notice.

SECTION 2.9 -- CONDUCT OF MEETINGS

A director shall not cast any proxy vote at any Board meeting, nor shall a director vote on any issue in which he has a conflict of interest. A director who has a conflict of interest on any issue before the Board shall disclose the nature of the conflict of interest prior to a vote on that issue at the Board meeting, and the minutes of the meeting shall record the fact that a disclosure was made. All meetings of the Board shall be conducted in accordance with the most current edition of Robert's Rules of Order.

ARTICLE III -- OFFICERS

SECTION 3.1 -- DESIGNATION

The principal officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. The President and Vice-President shall be members of the Board. The Secretary and Treasurer may be any person, firm or corporation capable of performing the duties of the office.

SECTION 3.2 -- ELECTION AND TERM

The officers of the Association shall be elected annually by the Board of Directors at its annual meeting and shall hold office at the pleasure of the Board.

SECTION 3.3 -- REMOVAL

Any officer may be removed either with or without cause by vote of a majority of the members of the Board of Directors, and his successor elected at any regular meeting of the Board or any special meeting called for that purpose.

SECTION 3.4 -- PRESIDENT

The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and the Board of Directors. Subject to the control of the Board, he shall exercise general supervision and direction over the management and conduct of the business and affairs of the Association. He shall also have such other powers and duties as may be provided by these By-Laws or assigned to him from time to time by the Board.

SECTION 3.5 -- VICE-PRESIDENT

The Vice-President shall assume and perform the duties of the President in the absence or disability of the President or whenever the office of the President is vacant. He shall also have such other powers and duties as may be assigned to him from time to time by the Board.

SECTION 3.6 -- SECRETARY

The Secretary shall attend and keep the minutes of all meetings of the Association and of the Board of Directors, give all notices thereof as provided by these By-Laws, maintain and keep a continuous and accurate record of ownership of all units, have charge of the books, documents and records of the Association as the Board may direct, and in general perform all the duties incident to the office of Secretary.

SECTION 3.7 -- TREASURER

The Treasurer shall keep the financial records and books of account. If the Project employs a Managing Agent pursuant to Section 4.2 herein, the Treasurer shall supervise the Managing Agent's custody of all funds of the Association, maintenance of accounts and records thereof, and preparation of financial reports thereof.

ARTICLE IV -- ADMINISTRATION OF PROJECT

SECTION 4.1 -- MANAGEMENT

The Board of Directors shall at all times manage and operate the Project and have such powers and duties as may be necessary or proper therefor, including without limitation the following:

- (1) Supervision of its immediate management and operation;
- (2) Maintenance, repair, replacement and restoration of the common elements and any additions and alterations thereto;
- (3) Purchase, maintenance and replacement of any equipment and provision of all water and utility services required for the common elements;
- (4) Provision at each unit of all water, sewer, electricity and such other utility service as the Board shall deem necessary either at the expense of the unit or as a common expense as determined by the Board;
- (5) Employment, supervision and dismissal of such personnel as may be necessary for the maintenance and operation of the Project;
- (6) Preparation at least sixty (60) days before each fiscal year of a proposed budget and schedule of assessments by the Board;
- (7) Collection of all installments of assessments levied and payment of all common expenses authorized by the Board;
- (8) Purchase and maintenance in effect of all policies of hazard and liability insurance for the Project required by the Declaration, and such other insurance and bonds as may be required or authorized by the Declaration or the Board; the Board shall provide each owner with information about the insurance coverage as provided in Hawaii Revised Statutes, Section 514A-86;
- (9) Custody and control of all funds of the Association, keeping full, detailed and accurate books of account and records of such funds, and the preparation of regular financial reports; and
- (10) Notification of all persons having any interest in any unit, according to the Association's records, of delinquency in the payment of any assessment against the unit.

SECTION 4.2 -- MANAGING AGENT

The Board of Directors may, at their discretion, employ a responsible Managing Agent to manage and control the Project subject at all times to direction by the Board, with all the administrative functions set forth specifically in Section 4.1 herein, and at such compensation as the Board shall establish and/or approve. The Board may in its discretion limit any of the powers herein granted to the Managing Agent and may grant additional or other powers to the Managing Agent.

SECTION 4.3 -- REPRESENTATION

The President or Managing Agent, subject to the direction of the Board of Directors, shall represent the Association in any action, suit, hearing or other proceeding concerning the Association, the common elements, or more than one unit, and on its or their behalf may institute, defend, intervene in, prosecute and settle any actions, suits and proceedings, without prejudice to the rights of any unit owners individually to appear, sue or be sued. Service of process in any such action, suit or proceeding may be made on the President or Managing Agent.

SECTION 4.4 -- EXECUTION OF INSTRUMENTS

All checks, drafts, notes, acceptances, conveyances, contracts and other instruments shall be signed on behalf of the Association by such persons or persons as shall be provided by general or special resolution of the Board of Directors, or, in the absence of any such resolution, by the President or Vice-President and by the Treasurer or Secretary.

SECTION 4.5 -- LIST OF MEMBERS

The Resident Manager or Managing Agent or the Board of Directors shall keep an accurate and current list of members of the Association and their current addresses and the names and addresses of the vendees under Agreements of Sale, if any. The list shall be maintained at a place designated by the Board of Directors.

SECTION 4.6 -- FIDELITY BONDS

In the event the Project contains six or more condominium units, the Association shall secure annually a fidelity bond in accordance with Section 514A-95.1 of the Hawaii Revised Statutes, as amended, to cover all officers, directors, employees, and managing agents of the Association who handle or are responsible for the Association's funds. The premium on the bonds shall be paid by the Association.

ARTICLE V -- OBLIGATIONS OF CONDOMINIUM OWNERS

SECTION 5.1 -- COLLECTION AND PAYMENT OF COMMON EXPENSES

Each unit owner shall pay to the Treasurer in advance on the first day of each and every month that month's installment of assessments, if any, for their respective unit's share of the common expenses of the Project, in accordance with the Declaration. All unit owners shall also be severally liable in proportion to their respective common interests for any special assessments authorized and levied by the Board; payment of said assessments shall be made in the manner designated by the Board. In accordance with Section 514A-90 of the Hawaii Revised Statutes, as amended, all sums assessed by the Association but unpaid for the share of the common expenses chargeable to any unit constitute a lien on the unit prior to all other liens, except only (1) liens for taxes and assessments lawfully imposed by governmental authority against the unit, and (2) all sums unpaid on any mortgage of record which was recorded prior to the recordation of notice of a lien by the Association of Condominium Owners, and costs and expenses including attorney's fees provided in such mortgage(s).

SECTION 5.2 -- MAINTENANCE OF CONDOMINIUM UNITS

Every unit owner, at his own expense and at all times, shall well and substantially repair, maintain, amend and keep his unit, including, without limitation, all internal installations therein such as water, electricity, gas, telephone, sewer, sanitation, air-conditioning, lights and all other fixtures and accessories belonging to the unit, and the interior decorated or finished surfaces of all walls, floors and ceilings of the unit, with all necessary reparations and amendments whatsoever, in good order and condition except as otherwise provided by law or the Declaration, and shall be liable for all loss or damage whatsoever caused by his failure to perform any such work diligently, and in the case of such failure after reasonable notice to perform, shall reimburse the Association promptly on demand all expenses incurred by it in performing any such work authorized by the Board of Directors or the Managing Agent. Every unit owner and occupant shall reimburse the Association promptly on demand for all expenses incurred by it in repairing or replacing any uninsured loss or damage to the common elements or any furniture, furnishings and equipment thereof caused by the owner or occupant or any person under either of them, and shall give prompt notice to the Board of Directors or Managing Agent of any such loss or damage or other defect in the Project when discovered.

SECTION 5.3 -- USE OF PROJECT

- (1) All units of the Project shall be occupied and/or used by the respective owners thereof, their tenants, families, domestic servants and guests, and only for such purposes as may be permitted under applicable zoning ordinances.
- (2) All common elements of the Project shall be used only for their respective purposes as designed.

- (3) No unit owner or occupant shall place, store or maintain in the common elements any furniture, packages or objects of any kind or otherwise obstruct transit through such common elements.
- (4) Every unit owner and occupant shall at all times keep his unit in a strictly clean and sanitary condition and observe and perform all laws, ordinances, rules and regulations, now or hereafter made by any governmental authority or by the Association, for the time being applicable to the use of the Project.
- (5) No unit owner or occupant shall make or suffer any strip or waste or unlawful, improper or offensive use of his unit or the Project, nor alter or remove any furniture, furnishings or equipment of the common elements.
- (6) No unit owner or occupant shall make any additions or alterations to any common elements of the Project, nor place or maintain thereon any signs, posters or bills whatsoever, except in accordance with plans and specifications, including detailed plot plan, approved in writing by the Board and by all owners of units thereby directly affected.
- (7) All occupants shall exercise care in the use of musical instruments, radios, televisions and amplifiers, and shall otherwise avoid making noises that may disturb other occupants.
- (8) No refuse, garbage or trash of any kind shall be thrown, placed or kept on any common elements of the Project outside of the disposal facilities provided for such purpose, if any.
- (9) Condominium owners and their tenants may keep dogs, cats, other household pets, and other animals as may be permitted by applicable zoning ordinances, so long as said pets or animals do not become a nuisance to other owners.

SECTION 5.4 -- CONDOMINIUM RULES

The Board of Directors, upon giving notice to all unit owners in the same manner as herein provided for notice of meetings of the Association and opportunity to be heard thereon, may adopt, amend or repeal supplemental rules and regulations governing details of the operation and use of the common elements not inconsistent with any provision of law, the Declaration or these By-Laws.

SECTION 5.5 -- RECORD OF OWNERSHIP

Upon acquiring a unit, every owner shall promptly provide the Board of Directors with a copy of the deed, lease, assignment, agreement of sale or such other conveyance instrument or evidence of his title thereto. The Secretary or Managing Agent shall maintain all such information in the record of ownership of the Association. Every owner shall similarly file with the Board of Directors his current mailing address at all times.

SECTION 5.6 -- MORTGAGES

Any unit owner who mortgages his unit or any interest therein shall notify the Board of Directors of the name and address of his mortgagee, and the Secretary or Managing Agent shall maintain all such information in the record of ownership of the Association. The Board of Directors or Managing Agent, at the request of any mortgagee or prospective purchaser of any unit or interest therein, shall report to such person the amount of any assessments against the unit then due and unpaid.

SECTION 5.7 -- COMPLIANCE WITH CONDOMINIUM LAWS, DECLARATION AND BY-LAWS

Each unit owner, tenants and employees of an owner, and other persons using the property shall be bound by and shall comply strictly with the provisions of the Condominium Property Act, Chapter 514A of the Hawaii Revised Statutes, the covenants, conditions and restrictions set forth in the Declaration of Condominium Property Regime, these By-Laws, and any administrative rules or regulations adopted pursuant thereto, including any and all subsequent amendments of same. Failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief, or both, maintainable by the Managing Agent or Board of Directors on behalf of the Association or, in a proper case, by an aggrieved unit owner. Every unit owner shall pay to the Association promptly on demand all costs and expenses, including reasonable attorney's fees, incurred by or on behalf of the Association in collecting any delinquent assessments against his unit, foreclosing its lien therefor, or enforcing any provisions of the Condominium Property Act, the Declaration, these By-Laws, or any rules and regulations adopted pursuant thereto, against the owner or occupant of a unit; all monies so advanced by the Association shall bear interest at the rate of twelve percent (12%) per annum.

SECTION 5.8 -- EMERGENCY REPAIRS

The unit owners shall have the irrevocable right, to be exercised by the Board of Directors, to have access to each unit from time to time during reasonable hours as may be necessary for the operation of the Project or for making emergency repairs therein necessary to prevent damage to the common elements or to another unit or units.

SECTION 5.9 -- COLLECTION FROM TENANT

If an owner shall at any time default for a period of thirty (30) days or more in the payment of the owner's share of the common expenses, the Board, at its option, so long as default shall continue, may demand and receive from any renter or lessee (hereinafter in this paragraph referred to as "lessee") of his unit, the rent due or becoming due from the lessee to the owner up to an amount sufficient to pay all sums due from the owner, including interest, if any. Any such payment of rent to the Board by the lessee shall be sufficient discharge of the lessee, and any such demand or acceptance of rent from any lessee shall

not be deemed to be a consent to or approval of any lease or a release or discharge of any of the obligations of the owner or any acknowledgement of surrender of any rights or duties of the owner. In the event that the Board makes demand upon the lessee as aforesaid, the lessee shall not have the right to question the right of the Board to make the demand, but shall be obligated to make the payments to the Board as demanded by the Board.

ARTICLE VI -- MISCELLANEOUS

SECTION 6.1 -- ARBITRATION

At the request of any party, any dispute concerning or involving one or more unit owners and the Association of Condominium Owners, its Board of Directors, Managing Agent, or one or more other unit owners relating to the interpretation, application or enforcement of Chapter 514A, Hawaii Revised Statutes, or the Association's Declaration, these By-Laws, or House Rules adopted in accordance with these By-Laws, as any of same may be hereafter lawfully amended, shall be submitted to arbitration. All arbitrations shall be conducted, unless otherwise agreed by the parties, in accordance with the provisions of Chapter 514A, Part VII (Sections 514A-121 et seq.), of the Hawaii Revised Statutes.

SECTION 6.2 -- AMENDMENT

These By-Laws may be amended in any respect not inconsistent with provisions of law or the Declaration by the vote or written consent of not less than sixty-five percent (65%) of all unit owners of the Association; provided that any proposed bylaws with the rationale for the proposal may be submitted by the Board of Directors or by a volunteer owners' committee. If submitted by that committee, it shall be accompanied by a petition signed by not less than twenty-five percent (25%) of the unit owners as shown in the Association's record of ownership. The proposed bylaws, rationale, and ballots for voting on any proposed bylaw shall be mailed by the Board of Directors to the owners at the expense of the Association for vote or written consent without change within thirty (30) days of the receipt of the petition by the Board of Directors. The vote or written consent required to adopt the proposed bylaw shall be sixty-five percent (65%) of all unit owners; provided that the vote or written consent must be obtained within one hundred twenty (120) days after mailing. In the event that the bylaw is duly adopted then the Board shall cause the bylaw amendment to be recorded in the Bureau of Conveyances or filed in the Land Court, as the case may be. The volunteer unit owners' committee shall be precluded from submitting a petition for a proposed bylaw which is substantially similar to that which has been previously mailed to the owners within one year after the original petition was submitted to the Board. Nothing herein shall preclude any unit owner or voluntary unit owners' committee from proposing any bylaw amendment at any annual association meeting.

SECTION 6.3 -- INDEMNIFICATION

The Association shall indemnify every director and officer and his executors and administrators against all expenses reasonably incurred by or imposed on him in connection with any action, suit or proceeding to which he may be a party by reason of being or having been a director or officer of the Association, except in relation to matters as to which he shall be finally adjudged in the action, suit or proceeding to be liable for misconduct; and in the absence of such final adjudication, indemnification shall be provided only in connection with such matters as to which the Association is advised by its legal counsel that the person to be indemnified committed no such breach of duty. The foregoing right of indemnification shall not be exclusive of any other rights to which such person may be entitled.

SECTION 6.4 -- SUBORDINATION

These By-Laws are subordinate and subject to all provisions of the Declaration, any amendments thereto, and the Condominium Property Act (Chapter 514A, Hawaii Revised Statutes, as amended), which shall control in case of any conflict. All terms herein (except where clearly repugnant to the context) shall have the same meaning as in the Declaration or said Condominium Property Act.

SECTION 6.5 -- INTERPRETATION

In case any provision of these By-Laws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these By-Laws shall be deemed or construed to authorize the Association or Board of Directors to conduct or engage in any active business for profit on behalf of any or all of the unit owners.

SECTION 6.6 -- ASSOCIATION EMPLOYEES

An owner shall not act as an officer of the Association and an employee of the Managing Agent employed by the Association. The Association's employees shall not engage in selling or renting units in the Project except Association-owned units, unless such activity is approved by an affirmative vote of sixty-five percent (65%) of the membership.

SECTION 6.7 -- CONDOMINIUM DOCUMENTS TO BE PROVIDED TO BOARD

The Association at its own expense shall provide all Board members with a current copy of the Association's Declaration, By-Laws, House Rules, and, annually, a copy of Chapter 514A, Hawaii Revised Statutes, with amendments.

SECTION 6.8 -- DIRECTORS' EXPENSES

Directors shall not expend Association funds for their travel, directors' fees, and per diem, unless owners are informed and a majority approve of these expenses. The directors may expend association funds, which shall not be deemed to be compensation to the directors, to educate and train themselves in subject areas directly related to their duties and responsibilities as directors; provided that the approved annual operating budget include these expenses as separate line items. These expenses may include registration fees, books, videos, tapes, other educational materials, and economy travel expenses. Except for economy travel expenses within the State, all other travel expenses incurred under this section shall be subject to the requirements of Section 514A-82(b)(10).

IN WITNESS WHEREOF, the Fee Owner has executed these By-Laws of the Association of Condominium Owners of GREENER PASTURES Condominium Project dated the 1st day of October, 1997.

HAWAII GREENER PASTURES
PARTNERSHIP, a Hawaii general partnership,

By *David A. Lucas*
DAVID A. LUCAS, Managing Partner

Fee Owner

STATE OF HAWAII

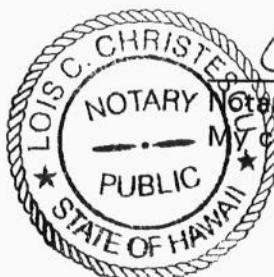
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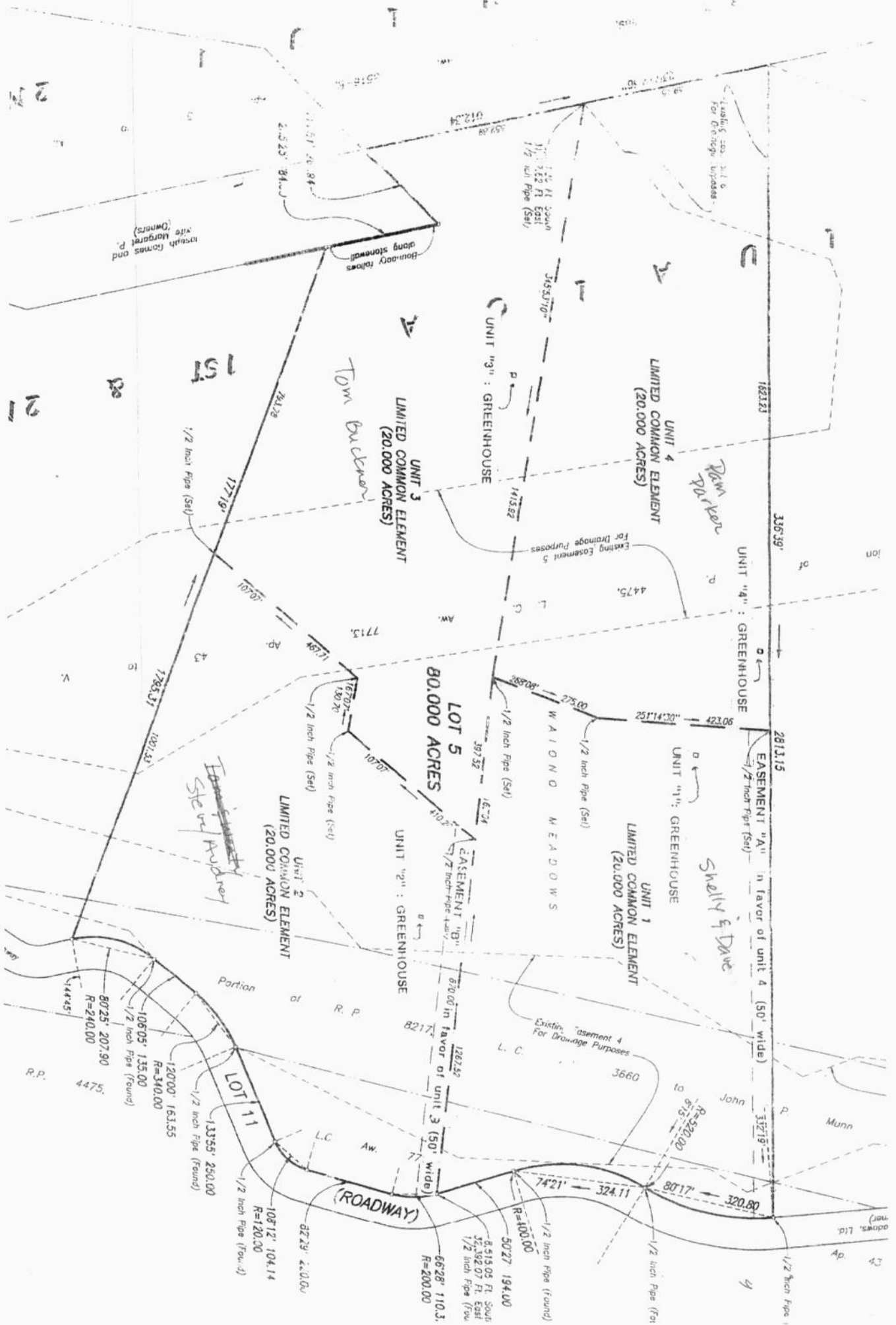
COUNTY OF HAWAII

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On this 17th day of November, 1997, before me personally appeared DAVID A. LUCAS, to me personally known, who, being by me duly sworn, did say that he is the Managing Partner of HAWAII GREENER PASTURES PARTNERSHIP, a Hawaii general partnership, that the foregoing instrument was signed in the name of and in behalf of said partnership, and said DAVID A. LUCAS acknowledged that he executed the same as his free act and deed as the free act and deed of said partnership.



Lois C. Christensen
Notary Public, State of Hawaii
My commission expires: 7-3-99



TRAFFIC AND ROAD ASSESSMENT

WAIONO RANCH ROAD

76-1297 Waiono Ranch Road

Holualoa, North Kona, Island and County of Hawai'i

TMK: (3) 7-6-002: 028-0001

Prepared for:

Kate Hickey
PO Box 540
Holualoa, HI 96725

October 23, 2020

Island Engineering, LLC
PO Box 283
Pahoa, HI 96778
(808) 756-6825
jross@islandengineeringllc.com

TRAFFIC AND ROAD ASSESSMENT

WAIONO RANCH ROAD

Holualoa, Island and County of Hawai'i

I. INTRODUCTION

This report documents the findings of a traffic and road assessment to evaluate the potential traffic impacts resulting from a proposed event venue on Waiono Ranch Road in Holualoa, North Kona, Island and County of Hawai'i.

A. Property Description and Location

Sunshower Farms is a 20 acre farm in Holualoa consisting of eight acres of commercial coffee orchard and eight acres of animal pasture, with the remaining four acres used for the farm dwelling and event space.

The property address is 76-1297 Waiono Ranch Road located in Holualoa, mauka of Mamalahoa Highway. The site is bordered by other developed agriculture operations and private residences. Waiono Ranch Road (private) is a paved farm road used to access sixteen (16) properties. The property is more specifically identified as TMK (3) 7-6-002: 028-0001, Portion of Waiono Meadows. See Figure 1.

B. Scope of Assessment

The purpose of this assessment is to evaluate existing conditions and potential impacts due to the events, specifically, traffic volumes and road safety.

The assessment will address the following:

1. Existing traffic volume.
2. Projected traffic volume related to the wedding events.
3. Existing road conditions and safety.
4. Mitigation to reduce impacts to the road and maintain safety.

II. EXISTING CONDITIONS

A. Roadway System

- B.** Waiono Road is generally a private, east-west, 12 foot wide, two-way, access road. The road begins at Mamalahoa Highway to the west and terminates approximately 1.5 miles

to the east. There is no posted speed limit. The subject property is approximately 1.4 miles from Mamalahoa Highway.

The roadway pavement is in satisfactory condition for approximately one mile from Mamalahoa Highway. The remaining 0.5 miles mauka has moderate spalling and several potholes. At the 0.7 mile marker, an intermittent stream crosses over the roadway surface which has an abrupt grade change, causing vehicles to slowly maneuver the crossing.

According to County of Hawai'i Police Department, in the last fifteen years (June 2005 – September 2020) a total of five (5) traffic accidents have occurred on Waiono Ranch Road. No serious accidents have occurred.

C. Existing Traffic Volumes

In order to collect existing traffic volumes, a video camera was installed near the intersection of Waiono Ranch Road and Mamalahoa Highway, running 24 hours a day. The video footage was analyzed and recorded in a spreadsheet for one hour periods. The traffic counts were collected from 9/25/2020 – 10/1/2020. Sunday, 9/27/2020, traffic counts were not used in the analysis due to low traffic, which affects the average volumes and peak hours. Due to the decrease in traffic caused by the COVID-19 pandemic, the field collected traffic volumes have been inflated by 10% to reflect more accurately the existing volumes. See Table 1 and Figure 2 below.

Table 1. Existing Traffic Volumes		
Average 24-hr Total (vehicles)	Average 6 am – 6 pm Total (vehicles)	Percent Total (%)
237	196	83

Waiono Ranch Road serves a small farming community. Traffic consists of work/school commuters and farm workers who live elsewhere in the surrounding area. The majority of traffic is farm associated.

Based on the data collected, vehicles were observed to flow in and out on a steady basis between 6 am and 6 pm, with no apparent peak hour, averaging approximately seventeen (17) vehicles per hour.

III. EVENT TRAFFIC VOLUMES

A. Typical Event Vehicle Ingress and Egress

According to information provided by the owners, the typical event hosted at Sunshower Farms has vehicles arriving and departing throughout the day. The wedding party, guests, vendors, and staff adhere to scheduled timeline for arrival and departure from the event. During their three years of operation, the average event size has been 29 guests. In the past, there was no requirement for guests to use shuttle vans; however, per the special permit application, they proposed limiting the number of vehicles allowed at any event to 20, which would lead to most guests potentially arriving by shuttle van. Table 2 below is an example event timeline (provided by owner). Figure 2 is a bar graph representation of hourly traffic flow, existing and event related.

Table 2. Typical Event Timeline			
Time	Wedding Participant	Arriving Vehicles	Departing Vehicles
10:00 AM	Bride/Bridesmaids/Hair/Makeup	2	
12:00 PM	Florist	1	
12:30 PM	Bakery	1	
12:45 PM	Bakery		1
1:00 PM	Staff	3	
1:45 PM	Hair/Makeup		1
2:00 PM	Groom/Photographer/Videographer	3	
2:30 PM	Catering	1	
3:00 PM	Music	1	
3:15 PM	Florist		1

3:30 PM	Officiant	1	
4:00 PM	Guests	5	
5:00 PM	Officiant		1
8:00 PM	Catering		1
10:00 PM	Bride/Groom/Guests/Photographer		9
10:30 PM	Music		1
11:00 PM	Staff		3

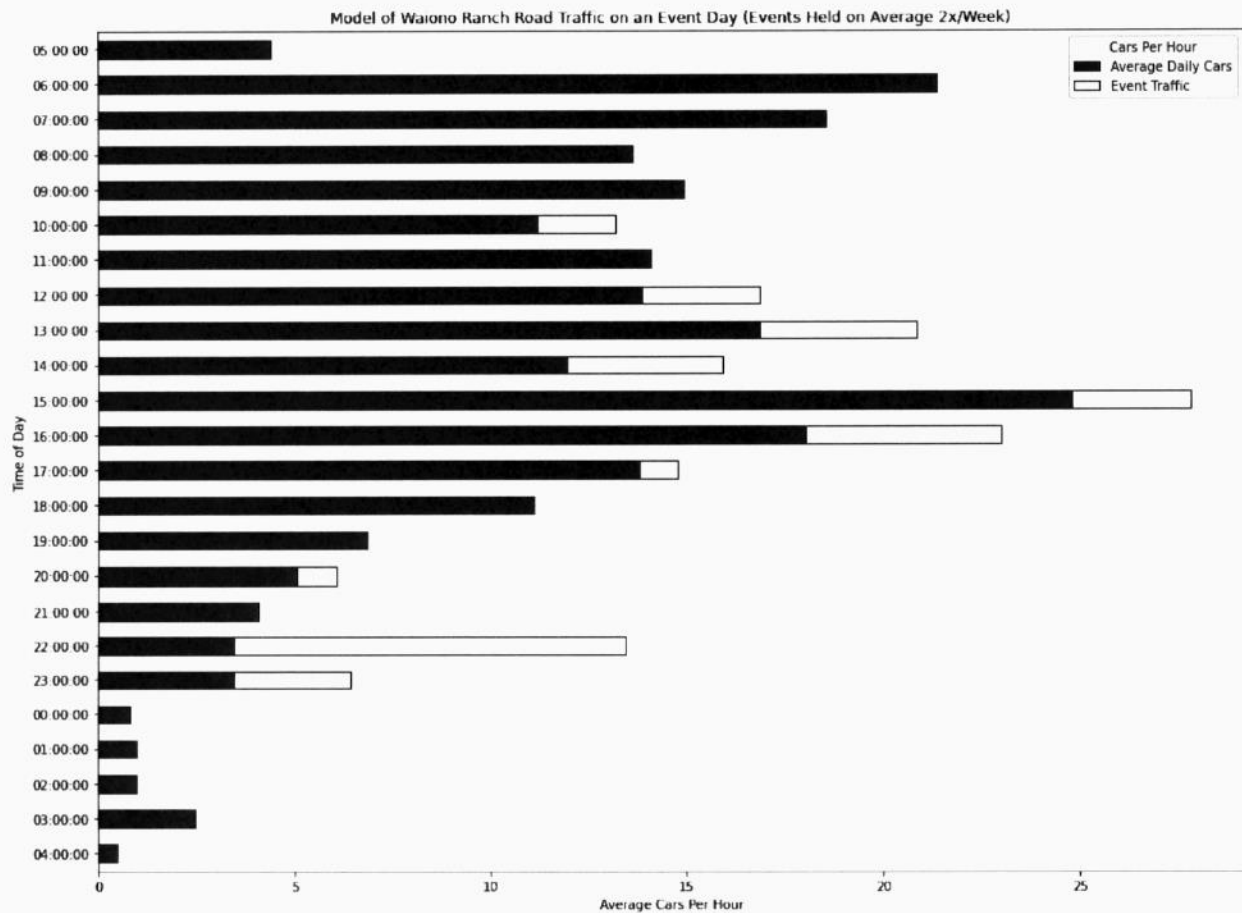


Figure 2.

IV. CONCLUSION AND RECOMMENDATIONS

Waiono Ranch Road is a steep and narrow road with several blind curves. Currently there are no speed limit signs or warning signs in place. Motorists yield to oncoming cars by pulling off the road in various unpaved turn outs. At the time of field inspection, the vegetation on the shoulders was overgrown, reducing sight distance at curves.

The following mitigation measures are recommended in order to increase safety and road integrity:

- Speed limit signs of 15 mph should be installed.
- Warning signs pertaining to steep grade, narrow road, and blind corners should be installed.
- Regrading of the road or installing a culvert at the stream crossing to allow smoother maneuverability.
- Install paved pullouts along the roadway to allow for increased traffic safety. It is recommended to consult with engineer to determine locations and design criteria.
- Residents should be informed that an event is taking place. This could be achieved via notifications or by installing a temporary sign at the beginning of the road.
- All wedding traffic should be limited to light duty (two-axle) passenger vehicles.



County of Hawai'i

POLICE DEPARTMENT

349 Kapi'olani Street • Hilo, Hawai'i 96720-3998
(808) 935-3311 • Fax (808) 961-2389

October 2, 2020

Ms. Kate Hickey
P.O. Box 540
Holualoa, HI 96725

RE: TRAFFIC ACCIDENT ON WAIONO RANCH ROAD

Dear Ms. Hickey:

Pursuant to your request dated September 24, 2020, a search was conducted on our Records Management System of accidents on Waiono Ranch Road from January 2005 to present. There were a total of five minor traffic accidents for that time period, which occurred on:

- 06/14/2015
- 07/04/2019
- 07/17/2019
- 08/15/2019
- 02/26/2020

If you have any questions regarding this information, please call Lieutenant Scott Amaral of our Records and Identification Section at (808) 961-2232.

Sincerely,

PAUL K. FERREIRA
POLICE CHIEF

1) Wedding Economic Impact on Hawai'i Island

In 2018, the Hawai'i Visitor and Convention Bureau reported that 16 billion dollars of annual spending was generated by weddings in Hawai'i - one in four of which are destination weddings which brings in revenue to Hawai'i that would otherwise be spent in another state or country. Destination wedding couples also stay longer on island than average tourists, visiting for eight days on average. ([source](#)) ([source](#))

In Hawai'i, our competition for destination wedding couples is not other islands or even other areas in the US, it is other countries. Our biggest competition for destination weddings is Mexico and the Caribbean. According to the Hawai'i Visitor and Convention Bureau's 2015 report, Hawai'i is only capturing 13% of the destination wedding market for US couples. ([source](#))

In 2019, according to the [Hawai'i County Vital Statistics](#), Hawai'i Island hosted only 2283 weddings. That number would be surprisingly low because of the beauty of our island and year-round "wedding weather" except for the fact that we have only 17 non-hotel wedding venues on our entire Island. Compare that to Napa Valley, a *much* smaller geographic area, but also high-demand wedding destination, which has 244 non-hotel wedding venues. Our island is losing out on millions (maybe even billions) of dollars in revenue due to the lack of wedding venues.

At Sunshower, our percentage of destination weddings is much higher than the state average of 25% because we specialize in smaller, more intimate weddings. For example, in 2019, 90% of the 50 weddings we hosted were for destination couples. Those 45 destination weddings brought in a total of 1623 travellers to our island who would not otherwise have visited Hawai'i.

Each destination wedding hosted on our farm, brings in, on average, \$65,891.00 in spending on Hawai'i Island. Permitting us to host 100 weddings per year will bring in approximately \$6.6 million. And those estimates are conservative as we have used an average guest count of 35 guests per wedding - but we hope our average guest count will be closer to 50 per wedding with our proposed venue.

	Average Spend for 1 Wedding	Average Spend 50 weddings (Sunshower's previous volume/year)	Average Spend 100 weddings (Sunshower's proposed volume/year)
Wedding Cost (see breakdown in table below)	\$15,939.00	\$796,950.00	\$1,593,900.00
Number of Guests at average Sunshower wedding	35	1750	3500
Total "guest" Days on Big Island*	280	14000	28000
Dollars Spent Per Day**	\$178.40	\$178.40	\$178.40
Total Dollars Spent on Big Island	\$49,952.00	\$2,497,600.00	\$4,995,200.00
Total Money	\$65,891.00	\$3,294,550.00	\$6,589,100.00

* source

** source

2) Wedding Economic Impact on other Small Business Owners

It is not just tax revenue and money generally coming into our Island's economy via tourists visiting that makes wedding venues important. Weddings, in particular, as an industry, support the livelihoods of thousands of small business owners. Wedding vendors rely on wedding venues to bring clients to the island and venues like ours, where the vast majority of the services are not "in house" are the most important type of venues for these vendors. In 2019, our couples spent, on average \$15,939.00 on their entire wedding towards services and rentals. With our proposed one hundred weddings per year, our one venue would generate approximately \$1.6 million in revenue for local wedding vendors.

Item	Average Spend for 1 Wedding	Average Spend 50 weddings (Sunshower's previous volume/year)	Average Spend 100 weddings (Sunshower's proposed volume/year)
Musician	\$569.00	\$28,450.00	\$56,900.00
Photography	\$1,211.00	\$60,550.00	\$121,100.00
Videography	\$689.00	\$34,450.00	\$68,900.00
Bakery	\$367.00	\$18,350.00	\$36,700.00
DJs	\$655.00	\$32,750.00	\$65,500.00
Tent and Equipment Rentals	\$1,440.00	\$72,000.00	\$144,000.00
Hair and Makeup	\$584.00	\$29,200.00	\$58,400.00
Catering	\$2,293.00	\$114,650.00	\$229,300.00
Transportation	\$401.00	\$20,050.00	\$40,100.00
Gratuities	\$352.00	\$17,600.00	\$35,200.00
Bartending	\$1,576.00	\$78,800.00	\$157,600.00
Flowers	\$1,775.00	\$88,750.00	\$177,500.00
Officiant	\$177.00	\$8,850.00	\$17,700.00
Venue*	\$2,600.00	\$130,000.00	\$260,000.00
Coordination*	\$675.00	\$33,750.00	\$67,500.00
Staff*	\$575.00	\$28,750.00	\$57,500.00
Total	\$15,939.00	\$796,950.00	\$1,593,900.00

All averages are sourced from The Wedding Report, a wedding industry publication, and are specific to Hawai'i County

* Sourced from the Sunshower venue price list - not aggregated from the Wedding Report.

3) Struggles facing Young Farmers in Hawai'i County

Sunshower Farms is owned by young and beginning farmers. When purchased in 2013, Doug and Kate Hickey were 25 and 26 respectively. Now, almost eight years later at 33 and 34 they are still considered to be "young farmers" by the USDA.

The majority of farm operators are nearing retirement and leaving the field at a time when average farm income has declined by nearly half over the past five years and land prices in many areas have risen beyond what a working farmer can afford. Young farmers are stepping up and looking to take on leadership responsibility in their communities, but they face significant obstacles to success. In Hawai'i, we have an opportunity to confront the challenges facing this young generation and to invest in the future of Hawai'i Island's agricultural economy and farming communities.

Reflecting national trends, the average age of farmers is rising in Hawai'i. The 2017 USDA Census of Agriculture reported that the average age of farmers was 60.1 years old. The trend of farmers aging in Hawai'i has been rising steadily since the 1980s. In 1982 the average age of a Hawai'i farmer was 52.7 and it has risen almost 10 years since then. While the 2017 census showed a small uptick in the number of primary producers under 35 in Hawai'i, this increase is not nearly enough to replace those aging out and retiring. There remains a critical need to support young farmers in Hawai'i. ([Source](#)) ([Source](#))

The two biggest challenges facing young and beginning farmers in Hawai'i is the price of land combined with the low profitability of farming. According to Nicholas Comerford, dean of the College of Tropical Agriculture and Human Resources at the University of Hawai'i at Manoa, Twenty-five percent of Hawai'i farms report less than \$1,000 in annual sales and over 90% of the annual sales in Hawai'i come from just 12% of our farms. Even of that, sales of farm products currently represent just 0.6% of Hawai'i's gross domestic product. "And when it comes to the finances of farming, there is one important thing to remember," according to Comerford, "the purpose of agriculture is to make money. Because if you're not making money, you're not growing food," you're not employing people, you're not contributing to our economy and you're not sustainable. ([source](#))

4) Agritourism and Small Farms - in particular, how our farm's long-term viability depends on our wedding and events both for extra income but also as a retail outlet for our coffee.

According to the Hawai'i County Guidebook for Agritourism and Nature Tourism published by the College of Tropical Agriculture and Human Resources, "Agritourism on Hawai'i Island has enormous potential not only to provide tourists with an alternative to the regular Hawai'i vacation, but also to connect the Islands' residents with its producers and to strengthen communities. Agritourism has the potential to sustain agricultural practices due to a steady stream of income that is less dependent on weather, markets, pests, or diseases." CTHAR recommends that small farmers who are having difficulty making ends meet from farming alone pursue a second income stream from agritourism. They write "agritourism can help with [the difficulty of running a profitable small farm] . Farmers and ranchers with the vision, skills, and commitment can create an enterprise that is able to sustain their agricultural business and lifestyle." The authors of that guidebook specifically discuss that Hawai'i County was "on the forefront of passing new bills to allow for some agricultural producers to use agritourism without having to go through a special use permit" but those bills unfortunately never came to fruition.

Sunshower's 8 acres of coffee production averages about 30-40,000 pounds of cherry each year which brings in a total revenue of approximately \$140,000. Because of the high cost of farming (employees, benefits, machinery, fertilizers, insurance etc.), especially farming as we do without use of herbicides, Sunshower's coffee operation profits about \$30,000 a year. That does not even fully cover the mortgage payments for our land much less support our family. In order to "make it" as a small farm and to support our farming activities, we began hosting weddings and private events on the farm in 2016, and that agritourism has been a huge blessing for our farm and our family. Weddings, in 2019, brought in almost \$300,000 and after costs, we profited approximately \$80,000.

Sunshower is also able to sell our entire coffee crop direct-to-consumer in the form of roasted coffee, which has the highest profit margin of any coffee sale. The demand for our coffee, which arose from our events, even allowed us to raise the prices of our roasted coffee 50% and we now sell our most "basic" roasted coffee for \$60/lb. We are able to sell our entire harvest each year at that price point, which is much higher than

the average Kona Coffee Farm. Even during the Covid-19 pandemic, we have been able to maintain our coffee sales at that high level and that is due, in large part, to customers who visited the farm for events. Over 80% of our returning customers are previous wedding couples and guests. To be clear, hosting weddings and events on our farm is not a separate business from our coffee farm - they are inextricably linked. Weddings are our customer acquisition strategy for our coffee and it is weddings that have allowed us to continue as a profitable and sustainable farm. And it is the beauty of our land and coffee orchard that appeals to locals and tourists alike for their weddings and special events.

Applicants' Discussions with Neighbors Regarding Special Permit Application

Audrey Grossman (co-owner with Husband Steve Grossman) - her property directly borders ours to the west (makai side). Their home is not visible from our property due to vegetation and topography.

Contacts regarding the proposed venue:

- 1) 2/28/20 gift basket with letter (attached) explaining our plan to apply for a Special Use Permit.
- 2) Phone call from Doug 9/29/20 - no answer, left voicemail.
- 3) Phone call from Doug 10/2/20 - discussed her concerns with the permit.
 - a) Her main concerns:
 - i) Safety of the road
 - (1) They have been in two accidents with farm workers during the day. Drinking was not involved. One totaled their car.
 - ii) Concerned that we would be building in the "flood zone." Doug assured her that we would not be building in the flood zone.
 - iii) Worried about 7 bathrooms being in the venue and 100 guests being at an event. Doug explained that our new design has 4 bathrooms, the average event size would be much much less than that and that we would only be hosting the larger events for locals who have few choices in wedding venues. He also explained that we will only have 20 cars per event.
 - iv) She was amicable to talking again after a traffic study was completed.
 - v) However, she said that she did not want to make compromises with us on our permit. "We don't really want this right in our backyard."
- 4) Phone call from Doug 10/29/20 to give an update with the results of the traffic study. She did not answer, Doug left a voicemail and has not yet heard back.

Wendy Mitchell (co-owner with husband Tom Buckner) - her property directly borders ours to the west (makai side). Their home is not visible from our property due to vegetation and topography.

- 1) 2/28/20 gift basket with letter (attached) explaining our plan to apply for a Special Use Permit.
- 2) Phone call from Doug 9/29/20 - discussed her concerns with the permit.
 - a) Her main concerns:
 - i) Safety of the road which she calls "a long driveway"
 - (1) She says she has been hit on that road and that her neighbors have been hit on the road (the Grossmans)
 - (2) Concerned that we would be blocking the road when there were accidents and that there is no access for firetrucks.

- (a) Doug suggested building pulloffs along the road after the traffic study and she said she would be interested in seeing those proposals.
- (3) Concerned that there is no Road Maintenance Agreement to make sure the road stays maintained. But she also said she is opposed to the creation of an RMA in any form.
- (4) We asked if she had suggestions for how we could maintain the road to her satisfaction and she said she has no suggestions.
 - ii) She said we are not allowed to make more money from events than coffee. Doug explained that that was part of the point of applying specifically for a special use permit. She said "that is news to me."
 - iii) She was interested in being contacted again with more concrete ideas (from the traffic study) and with a new proposal.
- 3) Phone call from Doug 10/29/20 to give an update with the results of the traffic study. She did not answer, Doug left a voicemail and has not yet heard back.

Pam Parker (co-owner with Cliff Kabumoto) - her property directly borders ours to the north and we share a driveway with her property. She does not live on her property and uses it primarily for a retreat and native reforestation project.

- 1) 2/28/20 gift basket with letter (attached) explaining our plan to apply for a Special Use Permit. Kate delivered the basket in person and discussed the goals for the venue with her. She seemed amenable to the new venue but wanted to discuss it with the other neighbors.
- 2) 4/5/2020 Phone call from Pam to Kate. Pam explained that she was calling on behalf of herself, the Buckners and Grossmans (the other neighbors who belong to the "Greener Pastures CPR). She explained that they did not support our permit and that, in fact, we are not even legally allowed to apply for it. She claimed that our lawyer and land use consultants were "taking us for a ride" and had lied to us to take our money. I asked if there was anything we could do to assuage their concerns about the venue project and she said that there is "nothing that we could do to make them go along with this permit," and "that this venue, while our dream, would be our literal nightmare."
- 3) Phone call from Doug 9/29/20 - no answer, left voicemail. She texted back asking to set up a time for 10/2/2020 at noon.
- 4) Phone call with Doug 10/2/20 - this was not a very productive phone call because Pam did not want to come to the table to negotiate. She said that she "does not have anything to offer" and that "the planning department outlined all of her concerns" in their report.
 - a) She asked about a traffic study. She said an increase in traffic "was not an issue for her" (presumably because she does not live on her property) but then backtracked and said she prefers not to answer any questions about increases in traffic.
 - b) Concerned about safety of the road being that it is not a county road. Doug asked if she had any suggestions to improve safety. She said she would like to

refer to her written testimony (to the commission). She said she does not think it is possible to improve the safety other than to make it a two-lane road.

- c) She does not want us to get the permit because it is contrary to our ag zoning. Doug explained that was the point of applying for a special permit.
- d) She said she does not see any solutions to her concerns about the venue.
- e) She said light and noise from our current events have never affected her but also says she is concerned about light and noise.
- f) She is concerned that the new venue will be built in a stream. Doug explained that it will not be built in a stream.
- g) Said she would be open to a meeting with the other neighbors to discuss concerns. But when asked for availability she would not agree to a time.
- h) Said she would like to see the results of a traffic study.
- i) Said that Cliff (her co-owner) is "adamantly against" the permit. Doug asked for his contact info so that they could discuss his concerns. She would not provide it and said that she is the spokesperson for Cliff.

4) 10/15/20 - Pam sent the following in an email to Zendo Kern

a) "Aloha Mr. Kern,

This email is to inform you that I have decided not to attend the Webex meeting this Saturday to discuss your client's SUP application. As you are aware, I did have a phone conversation with Doug Hickey on October 2. I did not appreciate his tone and the pressure I felt from him to come up with some type of solution or compromise to their dilemma. Nevertheless, I thought maybe a Webex meeting might be a better venue to discuss/ reiterate my position. I've since decided it would not be a better venue as I have nothing new to offer.

In that October 2nd call I told him (DH) their business model would be great on a properly zoned property with county roads access, public utilities, etc. I also told him I stand by my written testimony to the Leeward Planning Commission and I am still very much in agreement with the Planning Department recommendation of denial of this application. A new revised plan will not change the facts that 36 Waiono property owners (with only one exception) signed a petition against this agri-tourism business in our agriculture community.

Quite frankly, there is nothing that will make me (personally) okay with this agri-tourism business in Waiono Ranch. I have no solution to offer you/them, therefore I don't see any reason for me to participate in further discussions on this subject.

Sincerely, Pamela Parker"

- 5) Phone call from Doug 10/29/20 to give an update with the results of the traffic study. She did not answer, Doug left a voicemail and has not yet heard back.
- 6) 10/29/20 - Pam sent the following in an email to Zendo Kern
"Mr. Kern,
I just received a voicemail from Doug Hickey wanting further discussion on their special

use permit. In my email below I stated my position on this subject. Did you not share it with your client?

Pamela Parker

Tarah - property two to the east (not bordering our property, many acres away but shares Waiono Ranch Rd.)

- 1) Phone call from Doug 9/29/20 - no answer, voicemail was full. Called back a few more times but voicemail was always full.
- 2) Phone call from Doug 10/2/20 - no answer, voicemail was full. Called back a few more times but voicemail was always full.

Nancye Capri (co-owner with Husband Gary Capri) - her property is west (makai) of ours about half a mile away but shares the road. Contacts regarding the proposed venue:

- 1) 2/24/20 phone call with Kate - discussed our permit application, why we were applying and what it would be for (she had not yet received our letter and basket with the details).
 - a) Nancye said they are listing their property for sale and would like an RMA for many reasons but that it would also help everyone by raising the values of all of the properties on the road.
 - b) Nancye said she supported our project and the use of our property for a venue but was concerned about any increase in traffic on the road without a RMA. She and her husband Gary were two of the main proponents of the RMA back in 2006. She said she would be happy to support our permit as long as we were able to secure an RMA for the road but otherwise would not.
 - c) After our call, Kate contacted her attorney to find out what it would take to get an RMA for the road. Unfortunately, an RMA is voluntary at this point (since the properties have already been subdivided), so without all property owners agreeing we would not be able to get one. And Buckner/Mitchell had said that they will not agree to an RMA under any circumstances.
- 2) 2/28/20 gift basket with letter (attached) explaining our plan to apply for a Special Use Permit.
- 3) Phone call from Doug 9/29/20 - no answer, left voicemail.
- 4) Phone call with Doug 9/29/20 - Nancye reiterated that her issue with our permit is the road.
 - a) She wants there to be a RMA established to address potholes, turnouts, breakdown of asphalt, mowing etc.
 - b) She said she doesn't know who does most of the maintenance right now on the road.
 - c) She would like road signs.
 - d) She wants to know the details of a traffic study and any proposals from the engineers for improvements to the road.
 - e) She is open to supporting the venue permit but it depends on the proposal and how enforceable it is.

- f) Doug asked for Kelly Johnson's contact info (one of the testifiers at our permit hearing who said she would be open to discussing the permit with us) but would not pass that along. She did say though that she would pass on our information to Kelly Johnson but we never heard back from her.
- 5) 10/29/20 Phone call with Doug - short call telling her we had the traffic assessment done by an engineer and Doug got her email address and sent it over for her to look over. She said she would call back after looking it over.

Sylvia - (I am not sure of her last name either but can find out! Not sure if we should include her or not - your choice). Leases a property on the road, not a property owner.

- 1) Phone call from Doug 9/29/20. She had not known about the application prior to this call but did know about our wedding business. Doug explained the wedding venue project and she was supportive. She said she wanted to write a letter on our behalf expressing her support for the project and to email her more details.
- 2) 9/30/20 - Kate emailed her to follow up on the letter of support.
- 3) 11/3/20 - Kate emailed a copy of the traffic assessment and followed up on the support letter. We have not heard back from her yet.

Bob Patterson - property owner on Waiono Ranch Rd. a ways Mauka of our property, not bordering. He testified at the hearing that he does a lot of work on the road and that he would like to talk to us about the condition of the road and the increased traffic on the road.

- 1) Phone call from Doug 9/29/20 - no answer, left a voicemail.
- 2) Phone call from Doug 10/2/20 - no answer, left a voicemail.

Allison Naito - direct Mauka neighbor. Her property borders ours to the east. She has 350 acres and farms coffee and cattle.

- 1) 2/28/20 gift basket with letter (attached) explaining our plan to apply for a Special Use Permit.
- 2) 9/15/20 - Allison submitted a letter in support of our permit application (attached).

Karen and Lee Patterson - neighbor directly to the south. Farms coffee on all, or nearly all of their property.

- 1) 2/28/20 gift basket with letter (attached) explaining our plan to apply for a Special Use Permit.
- 2) 9/28/20 - Doug phone call. Left voicemail and has not heard back.

Kyle and Ka'iulani Thorton - property owners of a mauka property that does not border our farm but shares Waiono Ranch Rd.

- 1) 8/27/20 - Kate reached out to Ka'iulani via instagram to explain our application and asking for support. Ka'iulani had some reservations about increased traffic but after Kate explained the 20 cars per event limit and that guests would be taking shuttles to the events, she was in support of the project.
- 2) 9/11/20 - Ka'iulani submitted a letter in support of our permit application (attached).

Dave Wilkinson - owner of Kona Starr Farm. Not bordering our farm. A makai neighbor with the first property along the north side of Waiono Ranch Rd. He farms coffee on almost all of his property.

- 1) 8/29/20 - Phone call with Kate. Explained our permit application and what we were asking for. He was very supportive but his main concern was the road.
 - a) He did not want increased traffic that would cause delays going up or down the road.
 - b) He was also concerned with "caravaning" where more than one or two cars are going up or down in a line all at once.
 - c) Kate explained the limit of 20 cars per event and also explained that most cars would not be coming up or down at the same time due to the typical wedding day timeline. He suggested having a stipulation of the permit that no more than two cars would be allowed to "caravan" up the road.
- 2) 8/31/20 - Dave emailed a letter of support (attached) for the venue with his suggestion about the 2 cars caravaning including.
- 3) 9/1/20 - Dave called Kate upset because he received an email from Wendy Mitchell with the details of our permit application and felt that I had been dishonest about the number of cars that would be coming to our events. He said that Wendy's email said that we would be having up to 500 cars a week and that I had told him we would only be having 20 cars per event. I explained that our application had asked for a *maximum* of 125 *visitors* (not cars) a maximum of 4 times a week but that we would only ever have 20 cars for any one event and that we would have an average of 2 events per week. He still felt like he could no longer support our application after hearing of the opposition from the neighbors and asked that his letter not be submitted in support of our application. We did not submit his support letter.
- 4) 9/29/20 - Phone call with Doug. His main concern was the road.
 - a) Any more traffic would be bad for the road. Doug offered to add paved pull outs but he did not think that would help alleviate the traffic problem.
 - b) He did not like the idea of having a wedding venue when we have agricultural zoning. Doug said that is why we are applying for the permit. He said that rather than apply for this permit that we should work to change the zoning.
 - c) He wanted the road improved to county standards (ie - two lane)
- 5) 10/29/20 - Phone call with Doug to tell him the findings from the traffic assessment and find out if any of those proposed improvements would help him support our permit.
 - a) He reiterated his same concerns from the 9/29 call.
 - b) He said the road cannot handle another 40-50 cars a day. Doug explained that we are asking for a maximum of 20 cars per event with an average of 2/week.
 - c) He is concerned that when there is a heavy rain, the portion of the road with the stream is hard to cross and cars can line up there. Doug explained that as part of the permit we would repair that section of the road to the engineer's specifications so that it would be much easier to cross.
 - d) He said he would maybe support the venue if we made all of the improvements to the road first. Doug explained that would only be able to make those if we are approved for the venue. He said that's a catch 22.

- e) He again asked that we get the zoning changed rather than apply for the special use permit.
- f) He also wants an RMA but agreed that it would not be possible. He worked on it in 2006 but could not get enough neighbors to agree.
- g) The call was left with him saying he would not support the permit unless the zoning was changed or unless all of the road improvements were made before applying.

Aloha Nancey and Gary!

I have some **BIG NEWS** to share - Sunshower is hoping to scale! We are officially applying to build a new building on our farm that will be a full-time event venue/coffee tasting room. The new space will be on the mauka side of our property, in between our current house and our coffee (see attached aerial photo for the general placement). This new venue space will be designed specifically for events (including parking, noise, ADA requirements etc.) and because of that will have a MUCH greater functionality from a space perspective. I want to make sure you, and all of the other neighbors, know EVERYTHING about this project and that all of your concerns and questions are addressed so that everyone who could even potentially be affected will feel good about it!

So, to start, I want to give you some background on our wedding business. We have owned the farm since 2013, and since then have struggled a lot to make a profit with coffee farming. Our farm is successful in that we are selling all of our coffee, but our yields are not high enough to support ourselves so we looked for a second source of income. In 2015/16 we considered doing some farm-to-table dinners and we did a few with local chefs. While that was popular, it wasn't something that made much profit and it was tricky to advertise and to get enough local interest. But from that, we got a lot of requests to start hosting private events. In 2016 we hosted two small weddings and realized that would be a good extra income stream for the farm.

So in 2017 we began advertising our event space online and we hosted 12 weddings that year. That is when I personally fell in love with the wedding business - it is so special and wonderful to be a part of a couple's wedding day AND it is a booming industry in Hawaii with so much room for growth. On the power of the reviews and photos from our 2017 weddings, we were able to book 40 weddings in 2018 and it started to snowball from there. When we started booking for 2019, it became clear that we could book FAR more weddings than we were comfortable actually hosting due to the event space also being our home. So in 2019 we set a cap of 50 weddings and did the same for 2020 (which we have already fully booked).

And throughout all of this time, while we were properly insured to host weddings, we were not properly zoned. To be honest, I had no idea that we were not zoned correctly to host weddings, I incorrectly thought that weddings fell under the umbrella of ag-tourism. It wasn't until late 2019, when I began to do the research into scaling, that I realized that we were not zoned for this activity at all, and quickly began work to rectify that. My first step was hiring a local land use planner, Zendo Kern and Associates, to help us through the permitting process to apply for a "Special Use Permit" to host weddings and events on our property which is where we are now.

Our business, and farm, are really at a crossroads. We can continue doing coffee and scale into events by building a new venue, or we will have to pivot into something different. This is because the weddings and coffee are in a perfect symbiosis for our business - the weddings support the coffee sales, and the coffee orchard and beauty of the land up here attract weddings. And our weddings have been such a blessing for our personal and business goals. They have allowed us to:

- Take a small salary from the farm for the first time ever (in 2019 - 6 years after starting our business)
- Hire 4 full time employees with full benefits, PTO, 401K matching etc.
- Start and maintain more of our sustainability initiatives like native planting, mulching (with wedding "waste"), animal husbandry, etc.
- Support so many other local businesses like cake bakers, florists, musicians, photographers, and give them another venue for their services
- Contribute to local non-profits with use of our event space (although we have not been able to do this much yet but we plan to make charity events a key use of the new venue space and that is a big goal of our scaling!)

So, we know there is a demand for more local venues, and we know we want to scale, but the process of doing that is daunting, to say the least. The first step will be getting approved by the Hawaii County Planning Commission for our special use permit. There is a lot that goes into this permit including environmental studies, traffic studies, noise studies, notices to all of our neighbors (you guys!), a 90 day application period with potential issue mitigation strategies and then finally a public hearing. Our application was submitted yesterday (2/27) and you will likely receive a notice of the application in the next couple weeks. We have already included "issue mitigation strategies" in the application for things like noise and traffic (which I will discuss below), but I want to be clear that any questions/concerns/comments you have about this project are incredibly important to myself and Doug, and we will do whatever we can to make you and the other neighbors feel comfortable about this change. Please do not hesitate to reach out to us, or the land use planners (I've included their contact info at the bottom) if you'd like to talk through anything!

The two big potential issues we anticipate for you and the other neighbors are noise and traffic. Regarding noise, we know that this is a big issue on our hill - even regular talking can be heard hundreds of feet away. But we have a plan in place that I think will make the noise generated by the new venue far less than our current house! First, we do not allow events with amplified music later than 10pm so even if there is some noise, it will not go late into the night ever. Second, we will have a decibel cap on amplified music in our policies so that we can reign in bands and DJs who want to play too loud in a way that we haven't been able to previously (as we did not have a policy or a decibel meter before). Finally, we will be building the dance floor space in the new venue as an *interior* room! This is the most important change, because with insulation

and windows/doors that close, we are confident that the amount of sound escaping will be minimal.

Regarding traffic, we do not anticipate this to be much of an issue, but if/when it is, we will have policies to address it. First, our average wedding is very small (our 2020 average is 29 guests) and usually wedding guests carpool and book shuttles to come to the farm. With the new venue space, we expect our average event size to go up to 40ish guests (we still plan to cater to mostly small groups) and our policy will be no more than 20 cars can come to any event - which will include vendor cars (like catering, musician etc.) as well as guest cars. We already are in talks with some of the local transportation companies to set up discounted shuttle services so hopefully many weddings will have vans/buses for their guests and have very few vehicles on site in general.

Finally, we plan to cap the total number of events we have each year at around 100. That number will somewhat depend on demand both for paid events and charitable events (our goal is to be available for as many charitable events as we can) but we are open to a hard cap on total events if that is something you, or the other neighbors, would like in the permit.

Thank you SO SO MUCH for even reading this far! Your support means so much for our business, our family and our employees. You both have been great neighbors to Doug and I these past few years and we are hoping for many more years to come.

Mahalo Nui Loa,
Kate and Doug

Kate@sunshowercoffee.com
(808) 443-6330 (office)
(847) 254-2787 (cell)

Land Planner contact info:

John Pipan
Kern and Associates
Ph: 808-333-3393
john@zendokern.com

The white square is roughly where the new venue will be.





194 Wiwoole St. Hilo, HI 96720
(808) 333-3393
info@zendokern.com

August 10, 2020

Dear Neighbor,

My office previously reached out to notify you of a Special Permit request to allow for the operation of a venue for weddings and other gatherings on an approximate 2-acre portion of the 20-acre subject parcel. The subject site is zoned A-20a and is located off of Waiono Ranch Road, approximately 1.4 miles east of its intersection with Mamalahoa Highway in Holualoa.

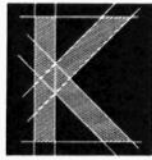
The property owners and I would like to meet with you and some of the other neighbors to discuss the proposed project in more detail. Due to the situation with COVID-19 meeting in person is not appropriate at this time, therefore we would like to meet via Zoom.

We are holding a Zoom meeting in approximately two and a half weeks on a weekday afternoon or on a Saturday morning. Please reach out to our office to let us know when would work for you as we would like to accommodate as many neighbors who would like to attend as possible. This meeting will allow for an opportunity to discuss the plans and intentions for this project. We are interested in hearing your input on the project and are happy to discuss any concerns you may have pertaining to it. We look forward to meeting with you and hearing your feedback. In the event you are not able to attend one of the Zoom meetings we are happy to schedule a separate meeting with you.

If you have any questions or would like to join the Zoom meeting, please contact my office at info@zendokern.com or 808-333-3393.

Sincerely,

Zendo Kern
Planning Consultant



KERN
& ASSOCIATES

194 Wiwoole St. Hilo, HI 96720
(808) 333-3393
info@zendokern.com

November 9, 2020

Dear Neighbor,

In recognition of concerns expressed by community members regarding the proposed event venue at Sunshower Farms, the initial Special Permit application was withdrawn. We have gone back to the proverbial drawing board and significantly reduced the number and size of events requested to the bare minimum that would allow the Hickey's to continue to pursue their plans. The new proposal includes the following:

- Reduced hours of events, previously 9 AM to 10 PM now 11AM to 10 PM
- A maximum of 75 events per year
- Fifty of the allowed annual events will have fifty (50) or fewer guests
- Twenty of the allowed annual events will have eighty (80) or fewer guests
- Only five events per year will have up to one hundred (100) guests
- Traffic to the venue will be limited to 20 vehicles per event all-inclusive
- No outdoor amplified music will be allowed. Music will be allowed within the enclosed dance hall in the proposed venue
- Noise level monitoring devices will be installed at the venue and property boundaries to ensure compliance with residential noise levels
- Additional screening plantings will further mitigate any potential noise or light impacts to neighboring properties

As the condition and safety on Waiono Ranch Road was a frequently expressed concern, a traffic and road assessment has been conducted by Island Engineering LLC and the recommendations of that report are summarized below:

- Warning signs pertaining to steep grade, narrow road and blind corners should be installed.
- Regrading of the road or installing a culvert at the stream crossing to allow smoother maneuverability.
- Install paved pullouts along the roadway to allow for increased traffic safety. It is recommended to consult with an engineer to determine locations and design criteria.
- Residents should be informed that an event is taking place. This could be achieved via notifications or by installing a temporary sign at the beginning of the road.
- All wedding traffic should be limited to light duty (two-axle) passenger vehicles.



194 Wiwoole St. Hilo, HI 96720
(808) 333-3393
info@zendokern.com

The Hickeys have committed to performing all the suggested mitigations should the Special Permit be granted. Further, the Hickeys have also committed to improving the intersection of Waiono Ranch Road with Old Mamalahoa Highway as required by the Department of Public Works.

We believe wholeheartedly that a middle ground can be found that honors our community, while improving shared resources and supporting small business and local farming. Should you have questions, concerns or suggestions relating to the proposed event venue or the shared roadway, please reach out to my office.

Sincerely,

Zendo Kern
Planning Consultant

Re: Your request to hold a Zoom meeting re: Hickeys Special Permit request

WE wendym@hawaiiantel.net
Mon, 24 Aug 2020 6:01:53 PM -1000

To "info" <info@zendokern.com>

Tags 

Security  TLS [Learn more](#)

Aloha:

I am an adjacent neighbor who received a letter from you dated August 10, 2020 in which you propose holding a Zoom meeting.

I am wondering whether a group Zoom meeting has already been scheduled? If so, please advise of the date and time. Myself and others that I've spoken with may be interested in joining in on it as well.

Mahalo,
Wendy Mitchell

Re: Your request to hold a Zoom meeting re: Hickeys Special Permit request

Carrie Bittle <carrie@zendokern.com>

Tue, 25 Aug 2020 9:15:51 AM -1000

To "wendym" <wendym@hawaiiantel.net>

Cc "Zendo Kern" <zendo@zendokern.com>, "Katrina Kern" <katrina@zendokern.com>

Tags

Security TLS [Learn more](#)

Good Morning Wendy,

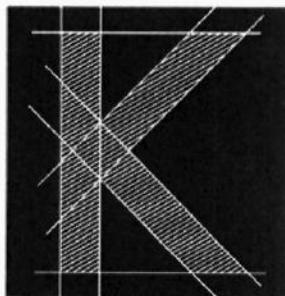
My name is Carrie and I am Zendo Kern's executive assistant. I received your below message in regards to the Zoom meeting for the Hickey Special Permit. Thank you for getting back to us. The meeting has not yet been scheduled as we are waiting to hear back from any neighbors who may want to attend. We want to accommodate as many as possible.

Please let me know when would be best for you. Do you prefer a weekday morning or afternoon? Or would you need a Saturday morning?

For the others you have spoken too please encourage them to reach out to me with their availability as well. I look forward to hearing back from you. Thank you.

Warmest Regards,

Carrie Ann Bittle
Executive Assistant
Kern & Associates
194 Wiwoole St, Hilo, HI 96720
(808) 333-3393
Carrie@zendokern.com

**KERN**
& ASSOCIATES

===== Forwarded message =====

From: Wendy Mitchell <wendym@hawaiiantel.net>To: <info@zendokern.com>

Date: Mon, 24 Aug 2020 18:01:30 -1000

Subject: Re: Your request to hold a Zoom meeting re: Hickeys Special Permit request

===== Forwarded message =====



Aloha:

I am an adjacent neighbor who received a letter from you dated August 10, 2020 in which you propose holding a Zoom meeting.

I am wondering whether a group Zoom meeting has already been scheduled? If so, please advise of the date and time. Myself and others that I've spoken with may be interested in joining in on it as well.

Mahalo,
Wendy Mitchell

From: Wendy Mitchell <wendym@hawaiiantel.net>
Sent: Tuesday, September 1, 2020 11:07 AM
To: Carrie Bittle
Subject: Re: Your request to hold a Zoom meeting re: Hickeys Special Permit request

Aloha Carrie:

Sorry I haven't gotten back to you sooner. I've decided against wanting to participate in a Zoom meeting, and the others I'd spoken with decided the same.

—Wendy Mitchell

On Aug 28, 2020, at 9:53 AM, Carrie Bittle <carrie@zendokern.com> wrote:

Good Morning Wendy,

My name is Carrie and I am Zendo Kern's executive assistant. I am writing to follow up on my below email.

I received your below message in regards to the Zoom meeting for the Hickey Special Permit. Thank you for getting back to us. The meeting has not yet been scheduled as we are waiting to hear back from any neighbors who may want to attend. We want to accommodate as many as possible.

Please let me know when would be best for you. Do you prefer a weekday morning or afternoon? Or would you need a Saturday morning?

For the others you have spoken too please encourage them to reach out to me with their availability as well. I look forward to hearing back from you. Thank you.

Warmest Regards,

Carrie Ann Bittle
Executive Assistant

Kern & Associates
194 Wiwoole St, Hilo, HI 96720

(808) 333-3393

Carrie@zendokern.com

<1596748777226001_1229871982.jpg>

Re: Fwd: Re: Your request to hold a Zoom meeting re: Hickeys Special Permit request

ZE Zendo Kern <zendo@zendokern.com>
Fri, 04 Sep 2020 3:20:24 PM -1000
To "Wendy Mitchell" <wendym@hawaiiantel.net>
Cc "Carrie" <carrie@zendokern.com>
Tags

Aloha Wendy,

I'm sorry to hear that. We would also be happy to talk with you on an individual basis if that is something you are interested in.

Thank you,

Zendo Kern
President
Kern & Associates
194 Wiwoole St, Hilo, HI 96720
(808) 333-3393
zendo@zendokern.com



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---- On Fri, 04 Sep 2020 14:39:48 -1000 **Carrie Bittle** <carrie@zendokern.com> wrote ----

Warmest Regards,

Carrie Ann Bittle

Hickey Special Permit

ZE Me <zendo@zendokern.com>
Fri, 04 Sep 2020 3:21:47 PM -1000

Bcc "pamelasueparker" <pamelasueparker@yahoo.com>,
"audreyg" <audreyg@hawaiiantel.net>, "caprihawaii" <caprihawaii@hotmail.com>,
"nancyehawaii" <nancyehawaii@msn.com>

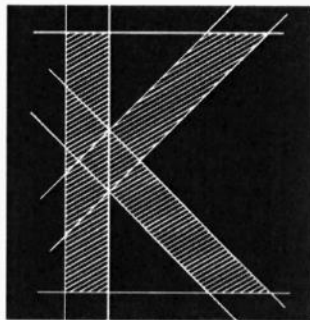
Tags 

Aloha,

My office previously mailed you a letter in an effort to have a meeting with you and the other neighbors regarding Douglas and Kathryn Hickey's Special Permit Application. We would love to have an opportunity to meet and talk with you to discuss the plans and intentions for this project. Please provide us with some times and dates that would work for you to have a Zoom meeting or if you prefer we would be happy to talk with you on an individual basis.

Thank you for your time,

Zendo Kern
President
Kern & Associates
194 Wiwoole St, Hilo, HI 96720
(808) 333-3393
zendo@zendokern.com



KERN
& ASSOCIATES

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Re: Hickey Special Permit

PA pamelaparker808@gmail.com

Mon, 07 Sep 2020 4:35:15 PM -1000

To "Zendo Kern" <zendo@zendokern.com>

Tags 

Security  TLS [Learn more](#)

Aloha Mr. Kern,

Thank you for the offer to meet and discuss the Hickey's SUP plan. My apology for the delay in my response.

As for myself, I prefer not to meet before the upcoming Leeward Planning Commission hearing.

Thank you,
Pamela Parker

On Fri, Sep 4, 2020 at 3:21 PM Zendo Kern <zendo@zendokern.com> wrote:



Sunshower Farms

KE kelly@goldhillmusic.com
Wed, 07 Oct 2020 6:49:14 AM -1000

To "info@zendokern.com" <info@zendokern.com>

Tags 

Security  TLS [Learn more](#)

From: Kelly Johnson <kelly@goldhillmusic.com>
Date: Wednesday, October 7, 2020 at 9:48 AM
To: "info@kendokern.com" <info@kendokern.com>
Subject: Sunshower Farms

Greetings, in response to your recent letter I look forward to receiving an invitation to the proposed Zoom meeting.

Kelly Johnson

Re: Sunshower Farms

KK Katrina Kern <katrina@zendokern.com>
Wed, 07 Oct 2020 3:07:24 PM -1000
To "Kelly Johnson" <kelly@goldhillmusic.com>
Tags

Aloha Kelly,

Thank you for reaching out to our office regarding the Hickey's special permit application. We have withdrawn the application with the intent of resubmitting after mitigating some of the concerns. We will be in contact with you shortly regarding the Zoom meeting.

Thank you,

Katrina Kern
Office Administrator
Kern & Associates
194 Wiwoole St.
Hilo, HI 96720
(808) 333-3393
katrina@zendokern.com



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---- On Wed, 07 Oct 2020 06:49:09 -1000 **Kelly Johnson** <kelly@goldhillmusic.com> wrote ----

...

re: your request for schedule a Zoom meeting re: the Hickey's SUP application

WM

Wendy Mitchell <wendym@hawaiiintel.net>

Fri, 09 Oct 2020 9:12:20 AM -1000

To "info" <info@zendokern.com>

Tags Security  TLS [Learn more](#)

Aloha Zendo:

I'm responding to your letter dated September 28, 2020 regarding the scheduling of a zoom meeting.

I've spoken with the other 2 property owners (the Grossmans and Pam Parker) of our CPR lots. We're willing to participate per your request. We all looked at our schedules and suggest next Saturday early-afternoon, October 17th, as a proposed date and time to do that.

Additionally, we're wondering who else, exactly, you mailed out a copy of your September 28th letter to. Was it to just us 3 families: Mitchell-Buckner, Grossmans, and Pam Parker? Or did you also reach out to all the other property owners who access Waiono Ranch Road and signed the petition, asking them to participate in a Zoom meeting along with you and the Hickeys?

Will await your reply.

Mahalo,
Wendy Mitchell

re: your request for schedule a Zoom meeting re: the Hickey's SUP application

IN Info <info@zendokern.com>
Mon, 12 Oct 2020 4:21:59 PM -1000
To "Wendy Mitchell" <wendym@hawaiiintel.net>
Tags

Aloha Wendy,

Thank you for reaching out to our office to schedule a Zoom meeting to discuss the Hickey's special permit. We have sent letters reaching out to all the required landowners as well as the landowners that use Waiono Ranch Road to give everyone an opportunity to discuss their concerns; however, we think it would be best to have a meeting with just the CPR owners first followed by a larger meeting. Would Saturday, October 17th at 1pm be a good time for you, the Grossmans and Pam Parker to join a Zoom meeting?

Thank you,

p.p. Katrina Kern

Zendo Kern
President
Kern & Associates
194 Wiwoole St.
Hilo, HI 96720
(808) 333-3393
info@zendokern.com



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---- On Fri, 09 Oct 2020 09:12:13 -1000 **Wendy Mitchell** <wendym@hawaiiintel.net> wrote ----

...

Re: your request for schedule a Zoom meeting re: the Hickey's SUP application

WM Wendy Mitchell <wendym@hawaiiantel.net>
Wed, 14 Oct 2020 2:51:32 PM -1000

To "info" <info@zendokern.com>

Cc "Tom Buckner" <tombuck@hawaiiantel.net>

Tags 

Security  TLS [Learn more](#)

Aloha Zendo:

I'm writing to let you know my husband Tom and I have decided not to participate in the Zoom meeting tentatively scheduled for this coming Saturday at 1:00pm. We learned a few days ago that you and the Hickeys withdrew the application for the SUP last week - after I'd emailed you and agreed to participate. Doug Hickey contacted me a few weeks ago by phone at which time, I reiterated our thinking and feelings on the matter. There's really nothing more to say now as far as we're concerned.

Sincerely,
Wendy Mitchell

Sent from my iPhone

On Oct 12, 2020, at 5:14 PM, Wendy Mitchell <wendym@hawaiiantel.net> wrote:

Sent from my iPhone

Begin forwarded message:

From: Info <info@zendokern.com>
Date: October 12, 2020 at 4:22:03 PM HST
To: Wendy Mitchell <wendym@hawaiiantel.net>
Subject: re: **your request for schedule a Zoom meeting re: the Hickey's SUP application**

Aloha Wendy,

Thank you for reaching out to our office to schedule a Zoom meeting to discuss the Hickey's special permit. We have sent letters reaching out to all the required landowners as well as the landowners that use Waiono Ranch Road to give everyone an opportunity to discuss their concerns; however, we think it would be best to have a meeting with just the CPR owners first followed by a larger meeting. Would Saturday, October 17th at 1pm be a good time for you, the Grossmans and Pam Parker to join a Zoom meeting?

Thank you,

p.p. Katrina Kern

Zendo Kern
President
Kern & Associates
194 Wiwoole St.
Hilo, HI 96720
(808) 333-3393
info@zendokern.com

<1585771632324001_1649765393.png>

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----- On Fri, 09 Oct 2020 09:12:13 -1000 **Wendy Mitchell**
<wendym@hawaiiantel.net> wrote -----

Aloha Zendo:

I'm responding to your letter dated September 28, 2020 regarding the scheduling of a zoom meeting.

I've spoken with the other 2 property owners (the Grossmans and Pam Parker) of our CPR lots. We're willing to participate per your request. We all looked at our schedules and suggest next Saturday early-afternoon, October 17th, as a proposed date and time to do that.

Additionally, we're wondering who else, exactly, you mailed out a copy of your September 28th letter to. Was it to just us 3 families: Mitchell-Buckner, Grossmans, and Pam Parker? Or did you also reach out to all the other property owners who access Waiono Ranch Road and signed the petition, asking them to participate in a Zoom meeting along with you and the Hickeys?

Will await your reply.

Mahalo,
Wendy Mitchell

DEPARTMENT OF PUBLIC WORKS
COUNTY OF HAWAII
HILO, HAWAII

DATE: September 3, 2020

Memorandum

TO: Michael Yee, Planning Director

FROM: Department of Public Works, Engineering Division *WJ*.

SUBJECT: **Special Permit Application (SPP-20-000218)**

Applicant: Douglas & Katheryn Hickey

Request: To Legitimize the Establishment of a Venue for Weddings
and Similar Gatherings

TMK: (3) 7-6-002:028:0001

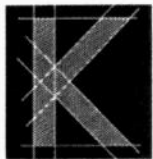
We have re-reviewed the subject request forwarded by your memo dated July 15, 2020 and our updated comments are as follows:

1. Mamalahoa Highway, where Waiono Ranch Road intersects, is a County owned and maintained highway. Waiono Ranch Road at the intersection of Mamalahoa Highway shall be improved to accommodate two-lanes of traffic for safe ingress and egress from the highway. Waiono Ranch Road shall be improved as follows: Waiono Ranch Road shall be twenty feet wide for a distance of 50 feet from the edge of pavement on Mamalahoa Highway and have a minimum of four foot aprons at the connection with Mamalahoa Highway (minimum 28 feet width at the connection with Mamalahoa Highway). All improvements within the County Right-of-Way, including the improved intersection, shall conform to Chapter 22 – County Streets – of the Hawaii County Code.
2. Applicant to verify sight distance at the intersection of Waiono Ranch Road and Mamalahoa Highway and shall maintain any vegetation as necessary to obtain minimum sight distance per AASHTO Standards.
3. All development-generated runoff shall be disposed of on site and not directed toward any adjacent properties. A drainage plan may be required by the Plan Approval process in accordance with Section 25-2-72(3) of the Hawaii County Code.
4. Construction activities shall conform to Chapter 10 – Erosion and Sediment Control – of the Hawaii County Code.

Should there be any questions concerning this matter, please feel free to contact Kyle Honda of our Kona Engineering Division office at 323-4854.

KH

Copy: ENG-HILO/KONA



KERN
& ASSOCIATES

194 Wiwoole St. Hilo, HI 96720
(808) 333-3393
info@zendokern.com

December 1, 2020

DEC 01 2020

Mr. Michael Yee, Director
Planning Department
COUNTY OF HAWAII
101 Pauahi Street
Hilo, HI 96720

RECEIVED
COUNTY OF HAWAII
PLANNING
DEPT.

Dear Mr. Yee:

Subject: Withdrawal of Representation for Special Permit Application
Landowner: Douglas Leider Hickey and Kathryn Hickey
Holualoa, North Kona, Hawaii TMK (3) 7-6-002: 028-0001

This letter is to formally withdraw my and my firm's representation of the subject application. Effective immediately, neither myself nor Zendo Kern Planning Consultant, dba Kern & Associates will be representing the landowners or this application any longer. The landowners will be the primary contact moving forward. Should the landowners wish to contract with another representative, they will notify you in writing.

I trust that everything is in order for your acceptance and processing of this request. If not, or if there are questions relating to this matter, please feel free to direct them to me. Thank you very much.

Sincerely,

ZENDO KERN
Kern & Associates

Cc: Douglas Leider Hickey and Kathryn Hickey

Planning Dept.
Exhibit 2

138094

**LAND
PLANNING
HAWAII**

194 Wiwoole St. Hilo, HI 96720
(808) 333-3393
info@landplanninghawaii.com

December 23, 2020

Mr. Zendo Kern, Director Select
Planning Department
COUNTY OF HAWAII
101 Pauahi Street
Hilo, HI 96720

COH PLANNING DEP
DEC 23 2020 AM 9:0
REC'D HAND DELIVER

Dear Mr. Kern:

Subject: Change of Representation for Special Permit Application
Applicant/Landowner: Douglas LEider Hickey and Kathryn Hickey
Holualoa, North Kona, Hawaii TMK: (3) 7-6-002: 028-0001

Transmitted here within for your review and processing is a letter of authorization allowing Land Planning Hawaii to take over as the authorized agent to represent the subject landowners in the subject matter.

I trust that everything is in order for your acceptance and processing of this application. If not, or if there are questions relating to this matter, please feel free to direct them to me. Thank you very much.

Sincerely,

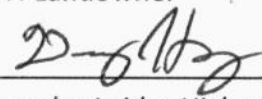


KIMBERLY CHIODO
Project Manager
Land Planning Hawaii LLC

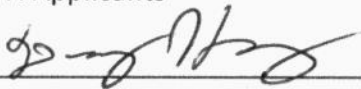
TO WHOM IT MAY CONCERN:

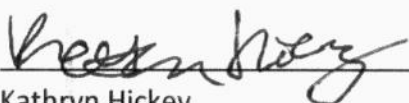
As landowner and/or applicant of parcel identified by TMK: (3) 7-6-002: 028-0001, I hereby consent and authorize Land Planning Hawaii to take over as my authorized agent with regard to my Special Permit Application for the subject property.

BY: Landowner

12/16/20
Douglas Leider Hickey (DATE)

BY: Applicants

12/16/20
Douglas Leider Hickey (DATE)

12/16/20
Kathryn Hickey (DATE)

**LAND
PLANNING
HAWAII**

194 Wiwoole St. Hilo, HI 96720
(808) 333-3393
info@landplanninghawaii.com

January 7, 2020

Mr. Zendo Kern, Director Select
Planning Department
COUNTY OF HAWAII
101 Pauahi Street
Hilo, HI 96720

COH PLANNING DEPT
JAN 8 2021 PM3:03
REC'D HAND DELIVERED

Dear Mr. Kern:

Subject: Supplemental Information for Special Permit Application
Applicants: Douglas Leider Hickey and Kathryn Hickey
Holualoa, North Kona, Hawaii TMK (3) 7-6-002: 028-0001

Please see the following in response to the Department's emailed request for additional information dated December 15, 2020:

1. *The Traffic and Road Assessment prepared by Island Engineering is not stamped or signed...*
Please see attached signed and stamped cover page of the Traffic and Road Assessment.
2. *Please provide a brief summary of the differences between the previous application and current application...*
Please see attached letter outlining the changes to the plans. This letter was also included in the application in Exhibit H on page 164 of the application package.
3. *Figure 2 shows the 'Ag Storage' building near the existing house but Figure 3a shows this as a 2-story residence. The Planning Department verified this is being used as a residence when a site visit was done during the previous Special Permit process. Please correctly label this structure on Figure 2 and provide a description in the narrative including whether you will be securing proper planning and building permits to change this structure from 'ag storage' to an additional farm dwelling, or if you will be converting the structure back to an 'ag storage' building.*

We have requested confirmation of said residential determination twice now from Planning staff since Dec 15 without response. To date there has been no communication with this office or the Applicants regarding such a determination aside from comment 3 above. Figure 3a was produced from a topographic survey where the surveyors mistakenly labeled it as a residence. Staff from our office was present during said inspection and witnessed storage use and bathrooms for farm workers, no cooking or kitchen facilities were present. The structure has been and will continue in ag storage use.

4. *Please explain why the existing house is being included in the 2 acre permit area if it will not be used as part of the requested use.*

LAND
PLANNING
HAWAII

194 Wiwoole St. Hilo, HI 96720
(808) 333-3393
info@landplanninghawaii.com

On page 4 of the Background and Environmental Report this question is addressed:
Should a previously contracted event be rescheduled before the venue is completed, the applicants request the use of the grounds of the special permit area (but not the applicants' home) be used for the event. In that case temporary event tents would be used for the event. In that case temporary event tents would be used along with port-a-potties.

Further on page 13 item 4) of the Background and Environmental Report addresses this question:

The applicants request to continue the use of their yard to honor already reserved events.

5. Lastly, during the previous Planning Commission hearing, some of the Commissioners asked whether you would be willing and able to make improvements to Waiono Ranch Road. The application indicates you are willing to make various improvements but it is not clear whether you are able to legally given that the road is privately owned. I mentioned to John Pipan of Mr. Kern's office that the Property Tax Office shows this road as being owned by 'various owners' but does not specify who the owners are, and the last recorded owner they show in their records from 1987 is Waiono Meadows Ranch, Ltd, which according to the State Dept. of Commerce and Consumer Affairs is an inactive company. Please explain how you will be able to make improvements to the road given this ownership issue.

We have found more recent records of ownership of the road and will make every effort to secure permissions. However, based on our research the easement holder has the duty and right to maintain the easement for access purposes, even without approval of the landowner. This is what the applicants are proposing. The proposed improvements to the shared easement will not hinder any other easement holders from using the road. The intent is to increase the shared road's safety and usability for the benefit of the entire community.

We trust that everything is in order for your acceptance and processing of this application. If not or if there are questions relating to this matter, please feel free to direct them to me. Thank you very much.

Sincerely,

JOHN PIPAN
Planning Administrator
Land Planning Hawaii LLC

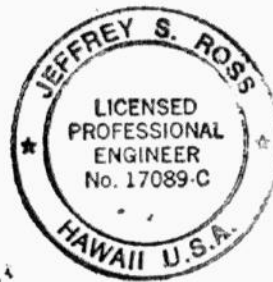
Enclosures
Copy – Doug and Kate Hickey

TRAFFIC AND ROAD ASSESSMENT WAIONO RANCH ROAD

76-1297 Waiono Ranch Road
Holualoa, North Kona, Island and County of Hawai'i
TMK: (3) 7-6-002: 028-0001

Prepared for:

Kate Hickey
PO Box 540
Holualoa, HI 96725



EXP 4/30/22

October 29, 2020

A handwritten signature in black ink, appearing to read "Jeff Ross", written below the professional seal.

Island Engineering, LLC
PO Box 283
Pahoa, HI 96778
(808) 756-6825
jross@islandengineeringllc.com



194 Wiwoole St. Hilo, HI 96720
(808) 333-3393
info@landplanninghawaii.com

January 5, 2021

Dear Sir or Madame,

In recognition of concerns expressed by community members regarding the proposed event venue at Sunshower Farms, the initial Special Permit application was withdrawn. We have gone back to the proverbial drawing board and significantly reduced the number and size of events requested to the bare minimum that would allow the Hickey's to continue to pursue their plans. The new proposal includes the following:

- Reduced hours of events, previously 9 AM to 10 PM now 11AM to 10 PM
- A maximum of 75 events per year, reduced from an estimated 125 per year
- Fifty of the allowed annual events will have fifty (50) or fewer guests
- Twenty of the allowed annual events will have eighty (80) or fewer guests
- Only five events per year will have up to one hundred (100) guests
- Traffic to the venue will be limited to 20 vehicles per event all-inclusive
- No outdoor amplified music will be allowed. Music will be allowed within the enclosed dance hall in the proposed venue
- Noise level monitoring devices will be installed at the venue and property boundaries to ensure compliance with residential noise levels
- Additional screening plantings will further mitigate any potential noise or light impacts to neighboring properties

As the condition and safety on Waiono Ranch Road was a frequently expressed concern, a traffic and road assessment has been conducted by Island Engineering LLC and the recommendations of that report are summarized below:

- Warning signs pertaining to steep grade, narrow road and blind corners should be installed.
- Regrading of the road or installing a culvert at the stream crossing to allow smoother maneuverability.
- Install paved pullouts along the roadway to allow for increased traffic safety. It is recommended to consult with an engineer to determine locations and design criteria.
- Residents should be informed that an event is taking place. This could be achieved via notifications or by installing a temporary sign at the beginning of the road.
- All wedding traffic should be limited to light duty (two-axle) passenger vehicles.



194 Wiwoole St. Hilo, HI 96720
(808) 333-3393
info@landplanninghawaii.com

The Hickeys have committed to performing all the suggested mitigations should the Special Permit be granted. Further, the Hickeys have also committed to improving the intersection of Waiono Ranch Road with Mamalahoa Highway as required by the Department of Public Works.

We believe wholeheartedly that a middle ground can be found that honors our community, while improving shared resources and supporting small business and local farming. Should you have questions, concerns or suggestions relating to the proposed event venue or the shared roadway, please reach out to my office.

Sincerely,

John Pipan
Planning Administrator

Kay, Christian

From: John Pipan <john@landplanninghawaii.com>
Sent: Tuesday, January 26, 2021 12:09 PM
To: Kay, Christian
Cc: Jackson, Maija
Subject: Re: Hickey Water Information Needed

COH PLANNING DEPT
 JAN 27 2021 PM 3:21

Hi Christian,

We are proposing to provide at least 8,000 gallons of potable water storage that will be kept separately from the Hickey's existing catchment system. Based on the revised proposed number of events and guests:

75 total events with:

50 events with 50 or fewer guests = 2,500
 25 events with 80 or fewer guests = 2,000
 5 events with 100 or fewer guests = 500
 Total 5,000 guests annually *maximum*

Plus supporting vendors, caterers, photographers, musicians etc @10 per event = 750

Total *maximum* 5,750 annual visitors to the venue.

Water use is estimated from Chp 11-62 HAR Table 1 - wastewater generation for different establishments. The closest use in this reference to the proposed event venue would be a restaurant per meal with toilets @ 10 gallons per person per meal. This is likely an *overestimate* when considering potable water use since the toilets could use catchment water. However lets look at it conservatively.

That gives 57,500 annual gallons of potable water used. Delivered in standard 4,000 gallon tanker trucks makes 15 trips (rounded up from 14.375) per year maximum or on average once per month (three months may have two trips).

This proposed use is no different than existing agricultural uses with cattle and horse trailers using the road and should not be a significant contribution to road deterioration.

Please let me know if you need any more information.

Best,

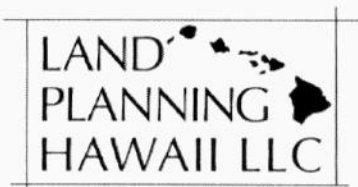
John Pipan

Planning Administrator

Land Planning Hawaii LLC

194 Wiwoole St, Hilo, HI 96720

(808)333-3391



----- On Tue, 26 Jan 2021 10:59:43 -1000 **Kay, Christian** <Christian.Kay@hawaiicounty.gov> wrote -

Hi John,

I am in the process of intaking your application for the Hickey SPP. In the withdrawn application, you indicated that water would be trucked to the property weekly, but the resubmitted application did not indicate the frequency of water trucking for the reduced schedule.

Will you please provide some information on the anticipated frequency of water trucking and if/how the applicants intend to mitigate roadway damage caused by frequent water trucks between the highway and the subject property.

Please let me know if you have any questions.

Mahalo,

Christian

Christian Kay, Planner
County of Hawai'i Planning Department
Aupuni Center, 101 Pauahi Street, Suite No. 3
Hilo, Hawaii 96720
Phone: (808) 961-8136
Fax: (808) 961-8742
Email: christian.kay@hawaiicounty.gov

SPP-21-222
7-6-002 028-0001

Kay, Christian

From: John Pipan <john@landplanninghawaii.com>
Sent: Wednesday, March 17, 2021 10:41 AM
To: Kay, Christian
Cc: Jackson, Maija
Subject: Fwd: Re: Planning Commission Meeting
Attachments: POSTPONEMENT TRACKER - sunshower farms.pdf

COH PLANNING DEPT
MAR 18 2021 AM 8:27

REC'D BY EMAIL

Aloha Christian,

Following up on your question regarding previously contracted postponed events, please see below. Their estimated completion date of early 2022 may be optimistic so for the sake of being conservative I would suggest a maximum of 20 (previously booked, rescheduled) events to be held on site prior to venue completion.

Best,

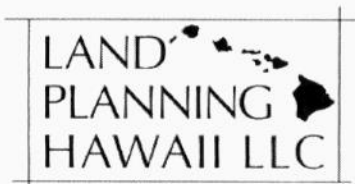
John Pipan

Planning Administrator

Land Planning Hawaii LLC

194 Wiwoole St, Hilo, HI 96720

(808)333-3391



===== Forwarded message =====
From: Kate Hickey <kate@sunshowercoffee.com>
To: "John Pipan" <john@landplanninghawaii.com>
Date: Wed, 17 Mar 2021 10:25:09 -1000
Subject: Re: Planning Commission Meeting
===== Forwarded message =====

Aloha John,

I hope the email from Christian isnt a bad thing?

Planning Dept.
Exhibit 6

R-66

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

JUN 12, 1997 08:01 AM

Doc No(s) 97-076517

/s/ CARL T. WATANABE
ACTING
REGISTRAR OF CONVEYANCES

CONVEYANCE TAX: \$600.00

AFTER RECORDATION, RETURN BY MAIL

STEPHEN M. GELBER, ESQ.
GARRICK L. H. GOO, ESQ.
Gelber, Gelber, Ingersoli, Klevansky & Faris
745 Fort Street, Suite 1400
Honolulu, Hawaii 96813
Telephone: (808) 524-0155

TG: 380507-B
TGE: 973010227
MARLENE ELISAGA

THIS DOCUMENT CONTAINS 20 PAGES

TITLE OF DOCUMENT:

LIMITED WARRANTY DEED

PARTIES TO DOCUMENT:

Grantor: WAIONO MEADOWS RANCH, LTD., a California limited partnership,
12400 Wilshire Boulevard, Suite 1480, Los Angeles, California 90025.

Grantee: HAWAII GREENER PASTURES PARTNERSHIP, a Hawaii general
partnership,
P. O. Box 855, Holualoa, Hawaii 96725.

TAX MAP KEY NO: (3) 7-6-002:028

Planning Dept.
Exhibit 7

LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

THIS DEED, made this _____ day of _____, 1997, by **WAIONO MEADOWS RANCH, LTD.**, a California limited partnership, hereinafter called the "**Grantor**," in favor of **HAWAII GREENER PASTURES PARTNERSHIP**, a Hawaii general partnership, whose post office and mailing address is P. O. Box 855, Holualoa, Hawaii 96725, hereinafter called the "**Grantee**,"

WITNESSETH THAT:

In consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, the Grantor **DOES HEREBY GRANT, BARGAIN, SELL, AND CONVEY** unto Grantee all of Grantor's estate, right, title, and interest, both at law and in equity, in and to the property described in Exhibit "A" attached hereto, made a part hereof, and incorporated herein by this reference;

TOGETHER WITH, and Grantor hereby grants unto Grantee, a nonexclusive and perpetual easement for roadway and utility purposes designated as Easement 13, over, upon, through, and across Lot 11, as shown on that certain map of the subdivision known as "Waiono Meadows", dated October 27, 1986, prepared by Russell Figueiroa, Registered Professional Land Surveyor, approved April 3, 1987, for recordation by the Planning Director, County of Hawaii, as Subdivision No. 5528, and as subsequently updated by that certain Composite Boundary Plat, dated July 21, 1988, said Lot 11 being more particularly described in Exhibit "B" attached hereto, made a part hereof, and incorporated herein by this reference; **PROVIDED, HOWEVER, THAT**, and on the condition that, such easement shall be appurtenant to, shall run in favor of, and may not be severed from the aforesaid property described in said Exhibit "A" hereto, and no conveyance or assignment of said easement or any interest therein or rights thereunder may be made separate and apart from conveyance of the property described in said Exhibit "A" or a portion thereof;

SUBJECT, however, to (1) the encumbrances, exceptions, and restrictions noted in said Exhibit "A" and hereinbelow, and (2) to each and all of the covenants, conditions and restrictions contained in that certain Declaration of Covenants, Conditions And Restrictions, dated March 23, 1987, and recorded in the Bureau of Conveyances of the State of Hawaii in Liber 20769, Page 554, as amended by that certain First Amendment to Declaration of Covenants, Conditions And Restrictions, dated _____, 1997, and recorded as aforesaid as Document No. _____;

And the reversions, remainders, rents, issues, and profits thereof and all of the estate, right, title, and interest of the Grantor, both at law and in equity, therein and thereto;

TO HAVE AND TO HOLD the same, together with all buildings, improvements, rights, easements, privileges, and appurtenances thereon and thereto belonging or appertaining or held and enjoyed therewith, unto the Grantee, according to the tenancy hereinafter set forth, absolutely and in fee simple.

THIS DEED and the grant and warranties set forth herein are expressly declared to be in favor of the Grantee, its successors and assigns.

AND, in consideration of the premises, the Grantor does hereby covenant with the Grantee that the Grantor has good right to sell and convey said property, as aforesaid; and that the Grantor has not heretofore done, committed, or willingly suffered to be done or committed any act or thing whatsoever whereby the title and estate hereby conveyed, or any part thereof, are or shall be charged or encumbered, except as set forth in said Exhibit "A" hereto and except for the lien of real property taxes not yet by law required to be paid.

The Grantee acknowledges and agrees that the property described in Exhibit "A" hereto is sold and/or conveyed, as applicable, by the Grantor to the Grantee in an "AS IS" condition based solely on Grantee's own investigation of the said property. Grantee acknowledges and agrees that neither Grantor nor any real estate broker or other representative of Grantor has made any warranties, representations, or guarantees, express, implied, or statutory, written or oral, respecting the said property or any matters pertaining thereto, and specifically that neither Grantor nor any real estate broker, or other representative of Grantor has made any warranties, representations, or guarantees, express, implied, or statutory, written or oral, respecting any land use control, governmental limitation or restriction or the absence thereof, or compliance or noncompliance with, or the applicability or non-applicability of, any other building, health, zoning, hazardous materials laws, or any other applicable city and county, state, or Federal statute, ordinance, code, rule, regulation, or other law, relating to the said property, or any part thereof, or with regard to the compaction, stability, composition, erosion, or other condition of the soil for building or other purposes, or with regard to the existence, availability, or adequacy of electrical, water, gas, telephone, or sewage systems for development, use, and operation of the said property, or otherwise with regard to or pertaining to the said property, Grantee's intended use and operation thereof, or the physical condition of the said property. Grantee hereby acknowledges that Grantor has disclosed to Grantee, among other disclosed matters, that there are no electrical, water, gas, telephone, sewage, or other utility hook-ups available to service the said property. Grantee agrees, warrants, and represents that Grantee has relied solely upon Grantee's own investigation of the said property, and that Grantee assumes all risks with respect thereto. Grantor **MAKES NO EXPRESS WARRANTY, NO WARRANTY OF MERCHANTABILITY, NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, NOR ANY IMPLIED OR STATUTORY WARRANTY WHATSOEVER WITH RESPECT TO ANY PROPERTY**

DESCRIBED IN EXHIBIT "A" HERETO, ANY PERSONAL PROPERTY, OR ANY FIXTURES.

Grantee hereby agrees that Grantee shall be responsible for one-tenth (1/10th) of all liability and maintenance, repair, and other obligations relating to the aforementioned Lot 11 (and any substitute easement or road parcel agreed upon in accordance with the terms of that certain Deed, dated March 18, 1980, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 14588, at Page 768) for which the owners of the lots in said "Waiono Meadows" subdivision are responsible, as a group, under the terms of said Deed.

The rights and obligations of the Grantor and the Grantee shall be binding upon and inure to the benefit of their respective estates, heirs, personal representatives, successors, successors-in-trust, and assigns. All obligations undertaken by two or more persons shall be deemed to be joint and several unless a contrary intention shall be clearly expressed elsewhere herein.

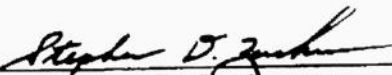
The terms "Grantor" and "Grantee," as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine or feminine, the singular or plural number, individuals or corporations and their and each of their respective heirs, personal representatives, successors, successors-in-trust, and assigns, according to the context thereof.

This instrument may be executed in two (2) or more counterparts (a counterpart being a duplicate original hereof bearing at least one (1), but less than all, of the actual and original signatures of the parties hereto), and said counterparts, which together bear the signatures of all of the parties hereto, shall together constitute one and the same instrument, binding all the parties hereto, notwithstanding that all of the parties hereto are not signatories to the same counterparts. For all purposes, including, without limitation, recordation, filing, and/or delivery of this instrument, the original signature pages and acknowledgments of each of the counterparts may be assembled, together with all remaining pages of this instrument, to constitute an original or duplicate original hereof.

IN WITNESS WHEREOF, the parties hereto have executed these presents on the day and year first above written.

WAIONO MEADOWS RANCH, LTD.,
a California limited partnership,

By: **S.D.Z. LAND CO.,**
a California corporation,
Its General Partner

By 
Stephen D. Zuckerman
Its President

"Grantor"

HAWAII GREENER PASTURES PARTNERSHIP,
a Hawaii general partnership

By 
David A. Lucas
Its General Partner

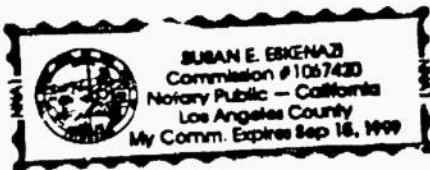
"Grantee"

State of California

County of Los Angeles

On May 14, 1997 before me, Susan E. Eskenazi, Notary Public,
personally appeared STEPHEN D. ZUCKERMAN

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Susan E. Eskenazi
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer
Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

Signer's Name: Stephen D. Zuckerman

- ☐ Individual
☐ Corporate Officer
Title(s): _____
☒ Partner — ☐ Limited ☒ General
☐ Attorney-in-fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

S.D.Z. Land Co.

STATE OF HAWAII

)
) SS.

COUNTY OF HAWAII

)

On this 4th day of June, 1997, before me appeared DAVID

A. LUCAS, to me personally known, who, being by me duly sworn (or affirmed), did say that he is the general partner of **HAWAII GREENER PASTURES PARTNERSHIP**, a Hawaii general partnership, that the instrument was signed in behalf of the partnership by authority of its partners, and acknowledged the instrument to be the free act and deed of said partnership.

Marlene Elisaga

Notary Public, State of Hawaii

My commission expires: 8/1/97

EXHIBIT "A"

All of that certain parcel of land (being portions(s) of the land described in and covered by Royal Patent Number 4475, Land Commission Award Number 7713, Apana 43 to V. Kamamalu and Royal Patent Number 8217, Land Commission Award Number 3660 to John P. Munn) situate, lying and being on the south side of Kahului 2nd and approximately 4,800 feet northeast of Mamalahoa Highway at Holualoa 1st and 2nd, North Kona, Island and County of Hawaii, State of Hawaii, being LOT 5 of the "WAIONO MEADOWS", and thus bounded and described as per survey of Russell Figueiroa, Registered Professional Surveyor with R. M. Towill Corporation, dated January 19, 1987, to-wit:

Beginning at the northeast corner of this parcel of land, on the south boundary of R.P. 1669, L.C. Aw. 8516-B to M. Kamaikui, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KEAHUOLU R.M. NO. 1" being 5,667.19 feet south and 32,054.96 feet east, and thence running by azimuths measured clockwise from true south:

1. 336° 39' 2813.15 feet along the west boundary of Lot 8 of Waiono Meadows;
2. Thence along the north boundary of Lot 11 (roadway) of Waiono Meadows, on a curve to the right with a radius of 520.00 feet, the chord azimuth and distance being:

 80° 17' 00" 320.80 feet;
3. Thence along the north boundary of Lot 11 (roadway) of Waiono Meadows, on a curve to the left with a radius of 400.00 feet, the chord azimuth and distance being:

 74° 21' 00" 324.11 feet;
4. 50° 27' 194.00 feet along the north boundary of Lot 11 (roadway) of Waiono Meadows;
5. Thence along the north boundary of Lot 11 (roadway) of Waiono Meadows, on a curve to the right with a radius of 200.00 feet, the chord azimuth and distance being:

 66° 28' 00" 110.37 feet;
6. 82° 29' 220.00 feet along the north boundary of Lot 11 (roadway) of Waiono Meadows;
7. Thence along the north boundary of Lot 11 (roadway) of Waiono Meadows, on a curve to the right with a radius of 120.00 feet, the chord azimuth and distance being:

- 108° 12' 00" 104.14 feet;
8. 133° 55' 250.00 feet along the north boundary of Lot 11 (roadway) of Waiono Meadows;
9. Thence along the north boundary of Lot 11 (roadway) of Waiono Meadows, on a curve to the left with a radius of 340.00 feet, the chord azimuth and distance being:
- 120° 00' 00" 163.55 feet;
10. 106° 05' 135.00 feet along the north boundary of Lot 11 (roadway) of Waiono Meadows;
11. Thence along the north boundary of Lot 11 (roadway) of Waiono Meadows, on a curve to the left with a radius of 240.00 feet, the chord azimuth and distance being:
- 80° 25' 00" 207.90 feet;
12. 177° 19' 1795.31 feet along the east boundary of Lot 3 of Waiono Meadows;
13. 235° 25' 284.50 feet along the remainder of R.P. 4475, L.C.Aw. 7713, Ap. 43 to V. Kamamalu;
14. 111° 51' 262.94 feet along remainder of R.P. 4475, L.C.Aw. 7713, Ap. 43 to V. Kamamalu;
15. 235° 12' 56" 1012.34 feet along R.P. 1669, L.C.Aw. 8516-B to M. Kamaikui to the point of beginning and containing an area of 80.00 acres, more or less.

BEING THE PREMISES ACQUIRED BY DEED

GRANTOR : ALBERTINA M. RODI, MARGARET R. GALBRAITH and KARLA R. JONES, as Trustees of "The Karl and Tina Rodi Family Trust" under Declaration of Trust dated December 11, 1981

GRANTEE : WAIONO MEADOWS RANCH, LTD., a California limited partnership

DATED : June 13, 1984

RECORDED : Liber 17965, Page 643

SUBJECT, HOWEVER, TO:

1. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
2. Easement "4", referred to as (A), Easement "5", referred to as (B), and Easement "6", referred to as (C) for drainage purposes as shown on map by Russell Figuciroa, Registered Professional Surveyor with R. M. Towill Corporation dated January 19, 1987, being more particularly described as follows:

(A) EASEMENT 4

Beginning at the northeast corner of this easement, on the west boundary of Lot 8 of Waiono Meadows, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KEAHUOLU R.M. NO. 1" being 7,893.59 feet south and 33,016.11 feet east, and thence running by azimuths measured clockwise from true south:

- | | | | | |
|-----|---|-----|--------|--|
| 1. | 336° | 39' | 302.54 | feet along Lot 8 of Waiono Meadows; |
| 2. | 46° | 38' | 67.59 | feet; |
| 3. | 99° | 06' | 107.00 | feet; |
| 4. | 69° | 42' | 613.06 | feet; |
| 5. | 92° | 57' | 613.32 | feet; |
| 6. | Thence along Lot 11 (roadway) of Waiono Meadows, on a curve to the left with a radius of 340.00 feet, the chord azimuth and distance being: | | | |
| | 120° | 00' | 00" | 163.55 feet; |
| 7. | 106° | 05' | 125.94 | feet along Lot 11 (roadway) of Waiono Meadows; |
| 8. | 113° | 57' | 102.61 | feet; |
| 9. | 82° | 27' | 123.70 | feet; |
| 10. | 177° | 19' | 209.49 | feet along Lot 3 of Waiono Meadows; |
| 11. | 262° | 06' | 519.44 | feet; |
| 12. | 295° | 19' | 183.00 | feet; |
| 13. | 249° | 16' | 617.00 | feet; |

14. 279° 19' 460.31 feet to the point of beginning and containing an area of 15.878 acres, more or less.

(B) EASEMENT 5

Beginning at the southeast corner of this easement, on the west boundary of Lot 8 of Waiono Meadows, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KEAHUOLU R.M. NO. 1" being 6,878.48 feet south and 32,577.88 feet east, and thence running by azimuths measured clockwise from true south:

1.	58°	26'	1166.30	feet;
2.	36°	39'	466.00	feet;
3.	77°	30'	9.09	feet;
4.	177°	19'	648.57	feet along Lot 3 of Waiono Meadows;
5.	238°	14'	1352.48	feet;
6.	336°	39'	406.83	feet along Lot 8 of Waiono Meadows to the point of beginning and containing an area of 13.872 acres, more or less.

(C) EASEMENT 6

Beginning at the northeast corner of this easement, also being the northwest corner of Lot 8 of Waiono Meadows, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KEAHUOLU R.M. NO. 1" being 5,667.19 feet south and 32,054.96 feet east, and thence running by azimuths measured clockwise from true south:

1.	336°	39'	428.21	feet along Lot 8 of Waiono Meadows;
2.	85°	12'	242.62	feet;
3.	116°	22'	340.75	feet;

4. 235° 12' 56" 459.45 feet along R.P. 1669, L.C. Aw. 8516-B to M. Kamaikui to the point of beginning and containing an area of 2.705 acres, more or less.

3. Grant in favor of PALANI RANCH COMPANY, INC., a Hawaii corporation, "Palani Ranch", and JAMES MALLABY GREENWELL, husband of Martha Lowrey Greenwell, **LEONARD RADCLIFFE GREENWELL**, husband of Patricia Gilman Greenwell, and **ROBERT FRANCIS GREENWELL**, husband of Alice Bevins Greenwell, "Greenwells", dated January 31, 1969, recorded in Liber 6424 at page 249, granting an easement for cattle crossing purposes upon, over, through and across those two cattle crossing routes heretofore and currently used by Palani Ranch and Greenwells, said easement areas to be of sufficient width, along each route, to reasonably permit cattle to be driven across and along the same, together with the right of ingress to and egress from the easement areas over the land adjacent thereto, as necessary for the use by Palani Ranch and the Greenwells of said easement.
4. A nonexclusive 80-foot wide right-of-way and easement in favor of (3) 7-6-001-002, for road and utility purposes on a course which follows the alignment of the existing unimproved jeep road, said easement to be substituted within three (3) years from the date thereof, as granted in deed dated March 18, 1980, recorded in Liber 14588 at Page 768; subject to the terms and conditions set forth therein

LETTER AGREEMENT dated January 6, 1983; re: extension of said three-year period for an additional two years until March 18, 1985, mentioned in and appurtenant to the following extension instruments:

NOTICE OF EXTENSION OF TIME TO DESIGNATE SUBSTITUTE EASEMENT dated May 29, 1984, recorded in Liber 17936 at Page 466; re: extension of said period to March 18, 1985.

EXTENSION OF TIME TO DESIGNATE SUBSTITUTE EASEMENT dated June 5, 1986, recorded in Liber 19663 at Page 502; re: extension of said period to March 31, 1987.

THIRD EXTENSION OF TIME TO DESIGNATE SUBSTITUTE EASEMENT dated March 31, 1987, recorded in Liber 20702 at Page 367; re: extension of said period to March 31, 1988.

FOURTH EXTENSION OF TIME TO DESIGNATE SUBSTITUTE EASEMENT dated March 31, 1988, recorded in Liber 21800 at Page 168; re: extension of said period to March 31, 1989.

FIFTH EXTENSION OF TIME TO DESIGNATE SUBSTITUTE EASEMENT dated March 31, 1989, recorded as Document No. 91-043841; re: extension of said period to March 31, 1992.

SIXTH EXTENSION OF TIME TO DESIGNATE SUBSTITUTE EASEMENT dated March 31, 1992, recorded as Document No. 93-011198; re: extension of said period to March 31, 1993.

SEVENTH EXTENSION OF TIME TO DESIGNATE SUBSTITUTE EASEMENT dated March 4, 1993, recorded as Document No. 93-057300; re: extension of said period to March 31, 1994.

EIGHTH EXTENSION OF TIME TO DESIGNATE SUBSTITUTE EASEMENT dated April 25, 1994, recorded as Document No. 94-077180; re: extension of said period to March 31, 1995.

NINTH EXTENSION OF TIME TO DESIGNATE SUBSTITUTE EASEMENT dated February 28, 1995, recorded as Document No. 95-060330; re: period for designating the substitute easement shall be postponed subject to call by either party delivering to the other party a written request (the "Designation Request") that the easement be designated within a period of one year. Delivery of the Designation Request shall automatically establish a new deadline (one year after the date of delivery) for completing the designation of the substitute easement in compliance with the designation of easement provision.

5. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the following:

INSTRUMENT	:	DECLARATION
DATED	:	March 23, 1987
RECORDED	:	Liber 20769, Page 554

NOTE: There is hereby omitted from any covenants, conditions and reservations contained herein any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin, unless and only to the extent that said covenant (i) is exempt under Chapter 42, Section 3607 of the United States Code or (ii) relates to handicap but does not discriminate against handicapped persons.

EXHIBIT "B"

LOT 11

(ROADWAY)

WAIONO MEADOWS

**LAND SITUATED ON THE NORTHEAST SIDE OF MAMALAHOA HIGHWAY
AND ON THE SOUTH SIDE OF KANULUY 2nd**

BEING PORTIONS OF:

**ROYAL PATENT 7819, LAND COMMISSION AWARD 8559-B, APANA 8 TO W.C. LUNALILO;
ROYAL PATENT 4475, LAND COMMISSION AWARD 7713, APANA 43 TO V. KAMAMALU
AND ROYAL PATENT 8217, LAND COMMISSION AWARD 3660 TO JOHN P. MOORE**

At Puapuaanui, Molualoa 1st and 2nd, North Kona, Island of Hawaii, Hawaii

Beginning at the Southwest corner of this parcel of land, on the Northeast side of Mamalahoa Highway, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KEAHUOLU R.M. NO. 1" being 8,422.99 feet South and 26,575.56 feet East, and thence running by azimuths measured clockwise from true South:

1. 170° 21' 102.04 feet along the Northeast side of Mamalahoa Highway;
2. Thence along Lot 2 of Waiono Meadows, on a curve to the left with a radius of 25.00 feet, the chord azimuth and distance being:
313° 11' 00" 30.21 feet;
3. 276° 01' 3.48 feet along Lot 2 of Waiono Meadows;
4. Thence along Lot 2 of Waiono Meadows, on a curve to the left with a radius of 310.00 feet, the chord azimuth and distance being:
256° 18' 00" 209.17 feet;
5. 236° 35' 335.00 feet along Lot 2 of Waiono Meadows;
6. Thence along Lot 2 of Waiono Meadows, on a curve to the right with a radius of 200.00 feet, the chord azimuth and distance being:
251° 52' 00" 105.44 feet;
7. 267° 09' 190.00 feet along Lot 2 of Waiono Meadows;
8. Thence along Lot 2 of Waiono Meadows, on a curve to the right with a radius of 160.00 feet, the chord azimuth and distance being:
288° 52' 00" 118.41 feet;

EXHIBIT "B"

Page 1 of 7 Pages

9. 310° 35' 100.00 feet along Lot 2 of Waiono Meadows;
10. Thence along Lot 2 of Waiono Meadows, on a curve to the left with a radius of 120.00 feet, the chord azimuth and distance being:
279° 21' 00" 124.45 feet;
11. 248° 07' 257.00 feet along Lot 2 of Waiono Meadows;
12. Thence along Lot 2 of Waiono Meadows, on a curve to the right with a radius of 130.00 feet, the chord azimuth and distance being:
286° 43' 00" 162.21 feet;
13. 325° 19' 96.00 feet along Lot 2 of Waiono Meadows;
14. Thence along Lot 2 of Waiono Meadows, on a curve to the left with a radius of 110.00 feet, the chord azimuth and distance being:
280° 22' 00" 155.43 feet;
15. 235° 25' 190.00 feet along Lot 2 of Waiono Meadows;
16. Thence along Lot 2 of Waiono Meadows, on a curve to the right with a radius of 300.00 feet, the chord azimuth and distance being:
250° 25' 00" 155.29 feet;
17. 265° 25' 230.00 feet along Lot 2 of Waiono Meadows;
18. Thence along Lot 2 of Waiono Meadows, on a curve to the left with a radius of 180.00 feet, the chord azimuth and distance being:
250° 51' 00" 90.54 feet;
19. 236° 17' 155.00 feet along Lot 2 of Waiono Meadows;
20. Thence along Lot 2 of Waiono Meadows, on a curve to the right with a radius of 120.00 feet, the chord azimuth and distance being:
284° 11' 00" 178.07 feet;
21. 332° 05' 110.65 feet along Lot 2 of Waiono Meadows;
22. Thence along Lot 2 of Waiono Meadows, on a curve to the left with a radius of 100.00 feet, the chord azimuth and distance being:
305° 20' 00" 90.02 feet;
23. 278° 35' 353.58 feet along Lot 2 of Waiono Meadows;
24. Thence along Lot 3 of Waiono Meadows, on a curve to the right with a radius of 220.00 feet, the chord azimuth and distance being:
310° 18' 00" 231.32 feet;
25. Thence along Lot 3 of Waiono Meadows, on a curve to the left with a radius of 240.00 feet, the chord azimuth and distance being:
323° 43' 00" 150.72 feet;
26. 305° 25' 286.00 feet along Lot 3 of Waiono Meadows;

- with a radius of 520.00 feet, the chord azimuth
and distance being:
260° 17' 00" 320.80 feet;
45. 242° 19' 658.00 feet along Lot 8 of Waiono Meadows;
46. Thence along Lot 8 of Waiono Meadows, on a curve to the
right with a radius of 150.00 feet, the chord
azimuth and distance being:
274° 22' 00" 159.20 feet;
47. Thence along Lot 8 of Waiono Meadows, on a curve to the left
with a radius of 130.00 feet, the chord azimuth
and distance being:
282° 05' 00" 107.13 feet;
48. Thence along Lot 8 of Waiono Meadows, on a curve to the
right with a radius of 700.00 feet, the chord
azimuth and distance being:
266° 09' 00" 204.52 feet;
49. 274° 33' 690.00 feet along Lot 8 of Waiono Meadows;
50. Thence along Lot 8 of Waiono Meadows, on a curve to the left
with a radius of 320.00 feet, the chord azimuth
and distance being:
260° 17' 00" 157.72 feet;
51. 246° 01' 120.00 feet along Lot 8 of Waiono Meadows;
52. Thence along Lot 8 of Waiono Meadows, on a curve to the
right with a radius of 210.00 feet, the chord
azimuth and distance being:
281° 06' 00" 241.40 feet;
53. Thence along Lot 8 of Waiono Meadows, on a curve to the left
with a radius of 110.00 feet, the chord azimuth
and distance being:
294° 43' 00" 80.51 feet;
54. 3° 15' 80.00 feet along Lot 10 of Waiono Meadows;
55. Thence along Lot 9 of Waiono Meadows, on a curve to the
right with a radius of 190.00 feet, the chord
azimuth and distance being:
114° 43' 00" 139.06 feet;
56. Thence along Lot 9 of Waiono Meadows, on a curve to the left
with a radius of 130.00 feet, the chord azimuth
and distance being:
101° 06' 00" 149.44 feet;
57. 66° 01' 120.00 feet along Lot 9 of Waiono Meadows;
58. Thence along Lot 9 of Waiono Meadows, on a curve to the
right with a radius of 400.00 feet, the chord
azimuth and distance being:
80° 17' 00" 197.15 feet;
59. 94° 33' 690.00 feet along Lots 9 and 7 of Waiono Meadows;
60. Thence along Lot 7 of Waiono Meadows, on a curve to the left

- with a radius of 620.00 feet, the chord azimuth
and distance being:
86° 09' 00" 181.14 feet;
61. Thence along Lot 7 of Waiono Meadows, on a curve to the
right with a radius of 210.00 feet, the chord
azimuth and distance being:
102° 05' 00" 173.06 feet;
62. Thence along Lot 7 of Waiono Meadows, on a curve to the left
with a radius of 70.00 feet, the chord azimuth
and distance being:
94° 22' 00" 74.29 feet;
63. 62° 19' 658.00 feet along Lot 7 of Waiono Meadows;
64. Thence along Lot 7 of Waiono Meadows, on a curve to the
right with a radius of 600.00 feet, the chord
azimuth and distance being:
80° 17' 00" 370.16 feet;
65. Thence along Lot 7 of Waiono Meadows, on a curve to the left
with a radius of 320.00 feet, the chord azimuth
and distance being:
74° 21' 00" 259.29 feet;
66. 50° 27' 194.00 feet along Lot 7 of Waiono Meadows;
67. Thence along Lot 6 of Waiono Meadows, on a curve to the
right with a radius of 280.00 feet, the chord
azimuth and distance being:
66° 28' 00" 154.51 feet;
68. 82° 29' 220.00 feet along Lot 6 of Waiono Meadows;
69. Thence along Lot 6 of Waiono Meadows, on a curve to the
right with a radius of 200.00 feet, the chord
azimuth and distance being:
108° 12' 00" 173.57 feet;
70. 133° 55' 250.00 feet along Lot 6 of Waiono Meadows;
71. Thence along Lot 6 of Waiono Meadows, on a curve to the left
with a radius of 260.00 feet, the chord azimuth
and distance being:
120° 00' 00" 125.07 feet;
72. 106° 05' 135.00 feet along Lot 6 of Waiono Meadows;
73. Thence along Lot 6 of Waiono Meadows, on a curve to the left
with a radius of 160.00 feet, the chord azimuth
and distance being:
80° 25' 00" 138.60 feet;
74. 54° 45' 70.00 feet along Lot 6 of Waiono Meadows;
75. Thence along Lot 6 of Waiono Meadows, on a curve to the
right with a radius of 150.00 feet, the chord
azimuth and distance being:
77° 28' 00" 115.85 feet;
76. 100° 11' 80.00 feet along Lot 4 of Waiono Meadows;

77. Thence along Lot 4 of Waiono Meadows, on a curve to the left with a radius of 340.00 feet, the chord azimuth and distance being:
76° 13' 00" 276.22 feet;
78. 52° 15' 120.00 feet along Lot 4 of Waiono Meadows;
79. Thence along Lot 4 of Waiono Meadows, on a curve to the right with a radius of 470.00 feet, the chord azimuth and distance being:
62° 55' 00" 173.99 feet;
80. 73° 35' 340.00 feet along Lot 4 of Waiono Meadows;
81. Thence along Lot 4 of Waiono Meadows, on a curve to the right with a radius of 180.00 feet, the chord azimuth and distance being:
99° 30' 00" 157.34 feet;
82. 125° 25' 286.00 feet along Lot 4 of Waiono Meadows;
83. Thence along Lot 4 of Waiono Meadows, on a curve to the right with a radius of 320.00 feet, the chord azimuth and distance being:
143° 43' 00" 200.96 feet;
84. Thence along Lot 1 of Waiono Meadows, on a curve to the left with a radius of 140.00 feet, the chord azimuth and distance being:
130° 18' 00" 147.20 feet;
85. 98° 35' 353.58 feet along Lot 1 of Waiono Meadows;
86. Thence along Lot 1 of Waiono Meadows, on a curve to the right with a radius of 180.00 feet, the chord azimuth and distance being:
125° 20' 00" 162.04 feet;
87. 152° 05' 110.65 feet along Lot 1 of Waiono Meadows;
88. Thence along Lot 1 of Waiono Meadows, on a curve to the left with a radius of 40.00 feet, the chord azimuth and distance being:
104° 11' 00" 59.36 feet;
89. 56° 17' 155.00 feet along Lot 1 of Waiono Meadows;
90. Thence along Lot 1 of Waiono Meadows, on a curve to the right with a radius of 260.00 feet, the chord azimuth and distance being:
70° 51' 00" 130.78 feet;
91. 85° 25' 230.00 feet along Lot 1 of Waiono Meadows;
92. Thence along Lot 1 of Waiono Meadows, on a curve to the left with a radius of 220.00 feet, the chord azimuth and distance being:
70° 25' 00" 113.88 feet;
93. 55° 25' 190.00 feet along Lot 1 of Waiono Meadows;
94. Thence along Lot 1 of Waiono Meadows, on a curve to the

right with a radius of 190.00 feet, the chord
azimuth and distance being:
100° 22' 00" 268.47 feet;

95. 145° 19' 96.00 feet along Lot 1 of Waiono Meadows;
96. Thence along Lot 1 of Waiono Meadows, on a curve to the left
with a radius of 50.00 feet, the chord azimuth
and distance being:
106° 43' 00" 62.39 feet;
97. 68° 07' 257.00 feet along Lot 1 of Waiono Meadows;
98. Thence along Lot 1 of Waiono Meadows, on a curve to the
right with a radius of 200.00 feet, the chord
azimuth and distance being:
99° 21' 00" 207.41 feet;
99. 130° 35' 100.00 feet along Lot 1 of Waiono Meadows;
100. Thence along Lot 1 of Waiono Meadows, on a curve to the left
with a radius of 80.00 feet, the chord azimuth
and distance being:
108° 52' 00" 59.20 feet;
101. 87° 09' 190.00 feet along Lot 1 of Waiono Meadows;
102. Thence along Lot 1 of Waiono Meadows, on a curve to the left
with a radius of 120.00 feet, the chord azimuth
and distance being:
71° 52' 00" 63.26 feet;
103. 56° 35' 335.00 feet along Lot 1 of Waiono Meadows;
104. Thence along Lot 1 of Waiono Meadows, on a curve to the
right with a radius of 390.00 feet, the chord
azimuth and distance being:
76° 18' 00" 263.15 feet,
to the point of beginning and containing an area
of 18.252 Acres, more or less.

Deed Mauna Loa
to D H Realty
(Holualoa Lot B)

RECORDATION REQUESTED BY:

Jm
59085

FOR THE COUNTY

AFTER RECORDATION, RETURN TO:

80-31209

30 MAR 20 10:35

14588 768
COUNTY REGISTRAR

RETURN BY: MAIL () PICKUP ()

Requestor to fill above

Space above this line for Registrar's use

KNOW ALL MEN BY THESE PRESENTS:

That MAUNA LOA CATTLE CORPORATION, a Hawaii corporation, hereinafter called the "Grantor", for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to Grantor paid by D H REALTY, INC., a Hawaii corporation, the principal place of business and post office address of which is Kailua-Kona, Hawaii 96740, hereinafter called the "Grantee", receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey the real property described in Exhibit "A" hereto attached and expressly made a part hereof, unto Grantee;

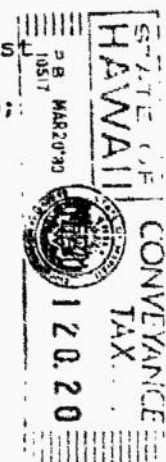
And the reversions, remainders, rents, issues and profits thereof and all of the estate, right, title and interest of the Grantor, both at law and in equity, therein and thereto;

TO HAVE AND TO HOLD the same, together with all buildings, improvements, tenements, hereditaments, rights, easements, privileges and appurtenances thereunto belonging or appertaining or held and enjoyed therewith unto Grantee, absolutely and in fee simple.

The Grantor does hereby covenant and agree with Grantee that Grantor is lawfully seized in fee simple of the real property described in said Exhibit "A" and that Grantor's

CERTIFICATE FILED

374388



Planning Dept.
Exhibit 8

title to said property is free and clear of and from all encumbrances other than those mentioned in said Exhibit "A" and real property taxes which are to be prorated between the parties hereto; that Grantor has good right to sell and convey said property as aforesaid and that Grantor will WARRANT and DEFEND the same unto Grantee against the lawful claims and demands of all persons except as aforesaid.

The terms "Grantor" and "Grantee", as and when used herein, or any pronouns used in place thereof, shall mean and include the singular or plural number and the Grantor, the Grantee and their respective successors and assigns, according to the context thereof.

IN WITNESS WHEREOF, the Grantor and the Grantee have executed these presents this 18th day of March, 1980.

MAUNA LOA CATTLE CORPORATION

By *James M. Rodi*
Its President

By *Albertina M. Rodi*
Its Secretary Grantor

D H REALTY, INC.

By *Demetrius*
Its President

By *Ronda L. McQuinn*
Its Vice President Grantee

STATE OF HAWAII)
 : SS.
CITY AND COUNTY OF HONOLULU)

On this 7th day of February, 1980, before me appeared Karl B. Rodi and Albertine M. Rodi to me personally known, who, being by me duly sworn, did say that they are the President and Secretary, respectively, of MAUNA LOA CATTLE CORPORATION -----

a Hawaii corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said Kare B. Rodi and Albertina M. Rodi acknowledged said instrument to be the free act and deed of said corporation.

Carole Moniz
Notary Public, State of Hawaii.
My commission expires 4-4-88

STATE OF HAWAII)
 : SS.
 CITY AND COUNTY OF HONOLULU)

On this 18th day of March, 1960, before
me appeared Wernis C. Hascot and Linda L. McIntosh
to me personally known, who, being by me duly sworn, did say that
they are the President and Vice President,
respectively, of D H REALTY, INC., -----

a Hawaii corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said Hawaii C. Harvest and Linda L. McIntosh acknowledged said instrument to be the free act and deed of said corporation.

Carol Moniz
Notary Public, State of Hawaii.
My commission expires 4-4-80

EXHIBIT "A"

LOT B

Portion of
R. P. 4475, L. C. Av. 7713, Ap. 43 to V. Kamamalu
Holualoa 1st and 2nd
North Kona, Hawaii

Beginning at "Kaumalumalu NE", (Drill hole in pahoehoe at wall corner (found), at the southeast corner of this parcel of land, the coordinates of said point of beginning referred to Government Survey Triangulation Station "Keshuolu RM No. 1" being 1,366.86 feet South and 57,114.59 feet East and running by azimuths measured clockwise from true South:

- | | | |
|-----|---------------|---|
| 1. | 56° 25' 34.7" | 18797.57 feet along the Land of Kaumalumalu, L.C.Av. 9971, Ap. 28 to W.P. Leleiohoku to a "+" in concrete in stonewall; thence along a stonewall along Lot A, remainder of R.P.4475, L.C.Av. 7713, Ap.43 to V. Kamamalu for the following sixteen (16) courses: |
| 2. | 135° 33' 30" | 170.32 feet to a "+" in concrete; |
| 3. | 138° 10' | 205.88 feet to a "+" in concrete; |
| 4. | 150° 52' | 124.00 feet to a "+" in concrete; |
| 5. | 155° 09' 45" | 248.22 feet to a spike; |
| 6. | 165° 22' | 145.70 feet to a pipe; |
| 7. | 163° 45' 50" | 253.96 feet to a pipe; |
| 8. | 157° 03' | 90.93 feet to a pipe; |
| 9. | 152° 17' | 340.99 feet to a pipe; |
| 10. | 152° 11' | 314.51 feet to a spike; |
| 11. | 161° 35' | 801.66 feet to a spike; |
| 12. | 161° 22' 20" | 332.48 feet to a pipe; |
| 13. | 164° 09' 30" | 968.27 feet to a pipe; |
| 14. | 169° 07' | 210.60 feet to a pipe; |
| 15. | 170° 44' | 460.97 feet to a pipe; |
| 16. | 164° 38' 30" | 91.86 feet to a pipe; |
| 17. | 162° 09' 20" | 474.84 feet to a pipe; |
| 18. | 76° 21' 30" | 56.30 feet along Lot A, remainder of R.P.4475, L.C.Av. 7713, Ap.43 to V. Kamamalu to a pipe; thence along Lot A, remainder of R.P.4475, L.C. Av. 7713, Ap.43 to V. Kamamalu for the following seven (7) courses: |
| 19. | 167° 23' 30" | 414.24 feet to a pipe; |
| 20. | 165° 32' 35" | 865.34 feet to a spike; |
| 21. | 149° 16' 30" | 434.92 feet to a spike; |
| 22. | 147° 54' 05" | 382.55 feet to a pipe; |

23.	148° 54' 20"	378.70 feet to a pipe;
24.	118° 46' 10"	1023.87 feet to a pipe;
25.	145° 14' 32"	2032.80 feet to a pipe;
26.	235° 14' 27.2"	18721.09 feet along the Land of Puua 1st, R.P.7845, L.C.Aw. 7715, Ap.13 to Lota Kamehameha to "Puu "Laalaaau", a 3" pipe (found); thence along a fence and stone- wall along the Land of Keauhau 2nd, R.P.7844, Ap.12, L.C.Aw. 7715 to Lota Kamehameha for the following thirty-seven (37) courses:
27.	355° 39' 40"	393.83 feet to a pipe in concrete;
28.	349° 02'	82.68 feet to a pipe in concrete;
29.	331° 52' 30"	55.03 feet to a pipe in concrete;
30.	319° 07' 20"	357.09 feet to a pipe in concrete;
31.	325° 33' 40"	298.98 feet to a pipe in concrete;
32.	324° 09' 40"	128.92 feet to a spike in concrete;
33.	329° 51' 20"	440.24 feet to a pipe in concrete;
34.	314° 22' 30"	122.80 feet to a pipe in concrete;
35.	314° 22' 30"	62.01 feet to a pipe in concrete;
36.	314° 06' 40"	337.96 feet to a pipe in concrete;
37.	321° 21'	119.14 feet to a pipe in concrete;
38.	329° 26' 40"	315.58 feet to a pipe in concrete;
39.	323° 19'	140.96 feet to a pipe in concrete;
40.	317° 52'	528.61 feet to a pipe in concrete;
41.	323° 18' 40"	196.62 feet to a pipe in concrete;
42.	326° 59'	257.79 feet to a pipe in concrete;
43.	313° 26'	500.13 feet to a pipe in concrete;
44.	315° 28' 10"	190.34 feet to a pipe in concrete;
45.	322° 06' 20"	312.87 feet to a pipe in concrete;
46.	325° 50'	550.55 feet to a pipe in concrete;
47.	318° 59' 50"	914.02 feet to a pipe in concrete;
48.	317° 51' 40"	225.75 feet to a pipe in concrete;
49.	327° 15' 30"	137.85 feet to a pipe in concrete;
50.	332° 14'	170.58 feet to a pipe in concrete;
51.	331° 49' 10"	321.12 feet to a pipe in concrete;
52.	325° 51'	206.21 feet to a pipe in concrete;
53.	323° 14' 40"	239.93 feet to a pipe in concrete;
54.	322° 45' 10"	220.59 feet to a pipe in concrete;
55.	329° 57' 20"	229.09 feet to a pipe in concrete;

56. 345° 12' 10"	97.07 feet to a pipe in concrete;
57. 354° 22' 20"	233.03 feet to a pipe in concrete;
58. 351° 40' 20"	613.36 feet to a pipe in concrete;
59. 351° 31' 40"	644.79 feet to a pipe in concrete;
60. 350° 25' 30"	279.70 feet to a pipe in concrete;
61. 350° 21' 40"	319.13 feet to a pipe in concrete;
62. 353° 07'	288.36 feet to a pipe in concrete;
63. 352° 00' 15"	659.88 feet to the point of beginning and containing an area of 4,387.715 Acres.

SUBJECT, HOWEVER, to the following:

1. Boundary Settlement Agreement dated March 27, 1979, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 14311, Page 657, by and between the Trustees of the Estate of Bernice Pauahi Bishop and Davis Pacific Corporation, et al.

2. Reservation in favor of the State of Hawaii of all mineral and metallic mines.

TOGETHER WITH the following:

A nonexclusive 80-foot wide right-of-way and easement for road and utility purposes ("subject easement" herein), over, under and across Tax Key Parcels 7-5-15-2, 7-6-02-1, 7-6-02-14 and a portion of 7-6-01-01 on a course which follows the alignment of the existing unimproved jeep road, the general location of which is shown delineated in red on Exhibit "B" hereto attached from the North Kona Belt Highway to the makai boundary of Lot B hereinbefore described on terms and conditions hereinafter set forth.

(a) Within three (3) years from the date of this deed, Grantor shall designate a substitute easement ("substitute easement" herein) for road and utility purposes. Such substitute easement shall be 80 feet wide and shall follow a course between the terminal points of the subject easement having equivalent or better grade, curve, and flood control conditions than the subject easement and which when improved will afford Grantee

with an equally good access between the same terminal points. Within said 3-year period, Grantor will give to Grantee a surveyor's map and metes and bounds description showing and describing such substitute easement. Said substitute easement shall be subject to such modifications as may be required by the County of Hawaii for road dedication.

(b) Such substitute easement or a portion thereof may be improved by either party from time to time and when so improved to the extent that it provides access to Parcel A, which is equally as good or better than the subject easement, the subject easement as to such portion shall terminate and the substitute easement shall take its place.

(c) Grantor or Grantee, either one acting alone, may in its discretion from time to time, improve the substitute easement or a portion thereof so that such portion is acceptable for dedication as a public road.

(d) Before dedicating any portion of the substitute easement as a public road, the party desiring dedication shall give the other party six (6) months' notice of its intention to do so. If either party, after receiving any such notice, desires to discuss such dedication, they shall promptly notify the other party and representatives of both parties shall arrange a mutually convenient time and place for such discussion. After the expiration of said six months, the party desiring the dedication may dedicate such portion of the easement as a public road, notwithstanding the other party's objections and both parties will join in such dedication to the extent of their respective rights in the premises.

(e) Until a portion of the substitute easement is dedicated as a public road, the parties shall enjoy the use of and bear the burden of the private road easement then existing in an equitable manner, including:

- (i) liability for injury, damage, or death from condition of premises,
- (ii) obligations of repair, and
- (iii) interruption for repairs or improvements.

(f) Each party will, from time to time on request of the other party, execute such instruments of conveyance as may be required to properly place on record the easement rights, changes and terminations hereinabove provided.

End of Exhibit "A"

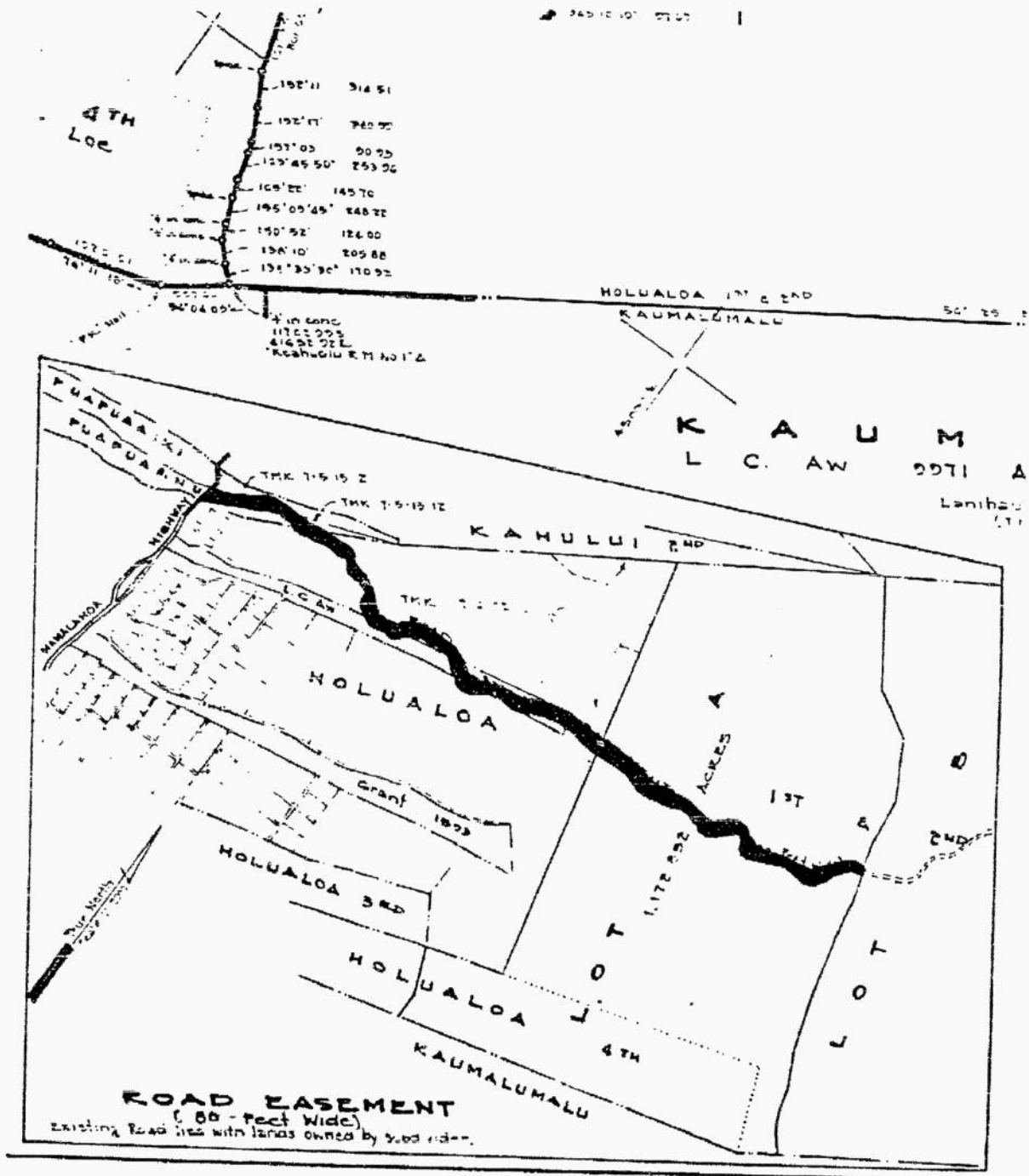


EXHIBIT "B"

DEPARTMENT OF PUBLIC WORKS
COUNTY OF HAWAII
HILO, HAWAII

COH PLANNING DEPT
MAR 17 2021 4:51

DATE: March 16, 2021

Memorandum

TO: Zendo Kern, Planning Director

FROM: Department of Public Works, Engineering Division 

SUBJECT: Special Permit Application (SPP-21-000222)
Applicant: Douglas Leider Hickey & Kathryn Hickey
Request: To Legitimize the Establishment of a Venue for Weddings and
Similar Gatherings
TMK: 7-6-002:028-0001

We have reviewed the subject request forwarded by your memo dated February 3, 2021 and provide the following:

Mamalahoa Highway, where Waiono Ranch Road intersects, is a County owned and maintained highway. Waiono Ranch Road at the intersection of Mamalahoa Highway shall be improved to accommodate two-lanes of traffic for safe ingress and egress from the highway. Waiono Ranch Road shall be improved as follows: Waiono Ranch Road shall be twenty feet wide for a distance of 50 feet from the edge of pavement on Mamalahoa Highway and have a minimum of four foot aprons at the connection with Mamalahoa Highway (minimum 28 feet width at the connection with Mamalahoa Highway). All improvements within the County Right-of-Way, including the improved intersection, shall conform to Chapter 22 – County Streets – of the Hawaii County Code.

Applicant to verify sight distance at the intersection of Waiono Ranch Road and Mamalahoa Highway and shall maintain any vegetation as necessary to obtain minimum sight distance per AASHTO Standards.

All development generated runoff shall be disposed of on-site and shall not be directed toward any adjacent properties. A drainage study shall be prepared, and the recommended drainage system shall be constructed meeting with the approval of the Department of Public Works (DPW).

The subject parcel is in an area designated as Zone X on the Flood Insurance Rate Map (FIRM) by the Federal Emergency Management Agency (FEMA). Zone X is an area determined to be outside the 500-year floodplain.

All earthwork and grading shall conform to Chapter 10 – Erosion and Sedimentation Control – of the Hawaii County Code.

Questions may be referred to Robyn Matsumoto at 961-8924.

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Planning Dept.
Exhibit 9

140482



DEPARTMENT OF WATER SUPPLY • COUNTY OF HAWAII

345 KEKŪANAŌ'A STREET, SUITE 20 • HILO, HAWAII 96720
TELEPHONE (808) 961-8050 • FAX (808) 961-8657

March 2, 2021

COH PLANNING DEPT
MAR 3 2021 PM 3:11

REC'D HAND DELIVERED

TO: Mr. Zendo Kern, Director
Planning Department

FROM: Keith K. Okamoto, Manager-Chief Engineer

SUBJECT: **Special Permit Application (SPP 21-000222)**
Applicant – Douglas Leider Hickey and Kathryn Hickey
Request – To Legitimize the Establishment of a Venue for
Weddings and Similar Gatherings
Tax Map Key 7-6-002:028-0001

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

Please be informed that the subject property is not within the service limits of the Department's existing water system facilities.

Therefore, the Department's existing water system facilities cannot support the proposed development at this time. Extensive improvements and additions, which may include, but not be limited to source, storage, booster pumps, transmission, and distribution facilities, would be required.

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

TS:dfg

copy – Mr. Douglas Leider Hickey and Ms. Kathryn Hickey

Mitchell D. Roth
Mayor

Lee E. Lord
Managing Director



Robert R.K. Perreira
Acting Fire Chief

County of Hawai'i
HAWAII FIRE DEPARTMENT
25 Aupuni Street • Suite 2501 • Hilo, Hawai'i 96720
(808) 932-2900 • Fax (808) 932-2928

COH PLANNING DEPT
FEB 9 2021 AM 10:50
REC'D BY EMAIL

February 8, 2021

TO: ZENDO KERN, PLANNING DIRECTOR

FROM: ROBERT R. K. PERREIRA, ACTING FIRE CHIEF

SUBJECT: Special Permit Application (SPP 21-000222)
Request: To legitimize the Establishment of a Venue for Weddings
and Similar Gatherings
Applicant: Douglas Leider Hickey & Kathryn Hickey
Tax Map Key: 7-6-002:028-0001

In regard to the above-mentioned request, the following shall be in accordance:

NFPA 1, UNIFORM FIRE CODE, 2006 EDITION

Note: Hawai'i State Fire Code, National Fire Protection Association 2006 version, with County of Hawai'i amendments. County amendments are identified with a preceding "C-" of the reference code.

Chapter 18 Fire Department Access and Water Supply

18.1 General. Fire department access and water supplies shall comply with this chapter.

For occupancies of an especially hazardous nature, or where special hazards exist in addition to the normal hazard of the occupancy, or where access for fire apparatus is unduly difficult, or areas where there is an inadequate fire flow, or inadequate fire hydrant spacing, and the AHJ may require additional safeguards including, but not limited to, additional fire appliance units, more than one type of appliance, or special systems suitable for the protection of the hazard involved.

18.1.1 Plans.

18.1.1.1 Fire Apparatus Access. Plans for fire apparatus access roads shall be submitted to the fire department for review and approval prior to construction.



Planning Dept.
Exhibit 11

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18.1.1.2 Fire Hydrant Systems. Plans and specifications for fire hydrant systems shall be submitted to the fire department for review and approval prior to construction.

C~ 18.1.1.2.1 Fire Hydrant use and Restrictions. No unauthorized person shall use or operate any Fire hydrant unless such person first secures permission or a permit from the owner or representative of the department, or company that owns or governs that water supply or system. Exception: Fire Department personnel conducting firefighting operations, hydrant testing, and/or maintenance, and the flushing and acceptance of hydrants witnessed by Fire Prevention Bureau personnel.

18.2 Fire Department Access.

18.2.1 Fire department access and fire department access roads shall be provided and maintained in accordance with Section 18.2.

18.2.2* Access to Structures or Areas.

18.2.2.1 Access Box(es). The AHJ shall have the authority to require an access box(es) to be installed in an accessible location where access to or within a structure or area is difficult because of security.

18.2.2.2 Access to Gated Subdivisions or Developments. The AHJ shall have the authority to require fire department access be provided to gated subdivisions or developments through the use of an approved device or system.

18.2.2.3 Access Maintenance. The owner or occupant of a structure or area, with required fire department access as specified in 18.2.2.1 or 18.2.2.2, shall notify the AHJ when the access is modified in a manner that could prevent fire department access.

18.2.3 Fire Department Access Roads. (*may be referred as FDAR)

18.2.3.1 Required Access.

18.2.3.1.1 Approved fire department access roads shall be provided for every facility, building, or portion of a building hereafter constructed or relocated.

18.2.3.1.2 Fire Department access roads shall consist of roadways, fire lanes, parking lots lanes, or a combination thereof.

18.2.3.1.3* When not more than two one- and two-family dwellings or private garages, carports, sheds, agricultural buildings, and detached buildings or structures 400ft² (37 m²) or less are present, the requirements of 18.2.3.1 through 18.2.3.2.1 shall be permitted to be modified by the AHJ.

18.2.3.1.4 When fire department access roads cannot be installed due to location on property, topography, waterways, nonnegotiable grades, or other similar conditions, the AHJ shall be authorized to require additional fire protection features.

18.2.3.2 Access to Building.

18.2.3.2.1 A fire department access road shall extend to within in 50 ft (15 m) of at least one exterior door that can be opened from the outside that provides access to the interior of the building. Exception: 1 and 2 single-family dwellings.

18.2.3.2.1.1 When buildings are protected throughout with an approved automatic sprinkler system that is installed in accordance with NFPA 13, NFPA 13D, or NFPA 13R, the distance in 18.2.3.2.1 shall be permitted to be increased to 300 feet.

18.2.3.2.2 Fire department access roads shall be provided such that any portion of the facility or any portion of an exterior wall of the first story of the building is located not more than 150 ft (46 m) from fire department access roads as measured by an approved route around the exterior of the building or facility.

18.2.3.2.2.1 When buildings are protected throughout with an approved automatic sprinkler system that is installed in accordance with NFPA 13, NFPA 13D, or NFPA 13R, the distance in 18.2.3.2.2 shall be permitted to be increased to 450 ft (137 m).

18.2.3.3 Multiple Access Roads. More than one fire department access road shall be provided when it is determined by the AHJ that access by a single road could be impaired by vehicle congestion, condition of terrain, climatic conditions, or other factors that could limit access.

18.2.3.4 Specifications.

18.2.3.4.1 Dimensions.

C~ **18.2.3.4.1.1** FDAR shall have an unobstructed width of not less than 20ft with an approved turn around area if the FDAR exceeds 150 feet. **Exception:** FDAR for one and two family dwellings shall have an unobstructed width of not less than 15 feet, with an area of not less than 20 feet wide within 150 feet of the structure being protected. An approved turn around area shall be provided if the FDAR exceeds 250 feet.

C~ **18.2.3.4.1.2** FDAR shall have an unobstructed vertical clearance of not less then 13ft 6 in.

C~ **18.2.3.4.1.2.1** Vertical clearances may be increased or reduced by the AHJ, provided such increase or reduction does not impair access by the fire apparatus, and approved signs are installed and maintained indicating such approved changes.

C~**18.2.3.4.1.2.2** Vertical clearances shall be increased when vertical clearances or widths are not adequate to accommodate fire apparatus.

C~ 18.2.3.4.2 Surface. Fire department access roads and bridges shall be designed and maintained to support the imposed loads (25 Tons) of the fire apparatus. Such FDAR and shall be comprised of an all-weather driving surface.

18.2.3.4.3 Turning Radius.

C~ 18.2.3.4.3.1 Fire department access roads shall have a minimum inside turning radius of 30 feet, and a minimum outside turning radius of 60 feet.

18.2.3.4.3.2 Turns in fire department access road shall maintain the minimum road width.

18.2.3.4.4 Dead Ends. Dead-end fire department access roads in excess of 150 ft (46 m) in length shall be provided with approved provisions for the fire apparatus to turn around.

18.2.3.4.5 Bridges.

18.2.3.4.5.1 When a bridge is required to be used as part of a fire department access road, it shall be constructed and maintained in accordance with county requirements.

18.2.3.4.5.2 The bridge shall be designed for a live load sufficient to carry the imposed loads of fire apparatus.

18.2.3.4.5.3 Vehicle load limits shall be posted at both entrances to bridges where required by the AHJ.

18.2.3.4.6 Grade.

C~ 18.2.3.4.6.1 The maximum gradient of a Fire department access road shall not exceed 12 percent for unpaved surfaces and 15 percent for paved surfaces. In areas of the FDAR where a Fire apparatus would connect to a Fire hydrant or Fire Department Connection, the maximum gradient of such area(s) shall not exceed 10 percent.

18.2.3.4.6.2* The angle of approach and departure for any means of fire department access road shall not exceed 1 ft drop in 20 ft (0.3 m drop in 6 m) or the design limitations of the fire apparatus of the fire department, and shall be subject to approval by the AHJ.

18.2.3.4.6.3 Fire department access roads connecting to roadways shall be provided with curb cuts extending at least 2 ft (0.61 m) beyond each edge of the fire lane.

18.2.3.4.7 Traffic Calming Devices. The design and use of traffic calming devices shall be approved the AHJ.

18.2.3.5 Marking of Fire Apparatus Access Road.

18.2.3.5.1 Where required by the AHJ, approved signs or other approved notices shall be provided and maintained to identify fire department access roads or to prohibit the obstruction thereof of both.

18.2.3.5.2 A marked fire apparatus access road shall also be known as a fire lane.

18.2.4* Obstruction and Control of Fire Department Access Road.

18.2.4.1 General.

18.2.4.1.1 The required width of a fire department access road shall not be obstructed in any manner, including by the parking of vehicles.

18.2.4.1.2 Minimum required widths and clearances established under 18.2.3.4 shall be maintained at all times.

18.2.4.1.3* Facilities and structures shall be maintained in a manner that does not impair or impede accessibility for fire department operations.

18.2.4.1.4 Entrances to fire departments access roads that have been closed with gates and barriers in accordance with 18.2.4.2.1 shall not be obstructed by parked vehicles.

18.2.4.2 Closure of Accessways.

18.2.4.2.1 The AHJ shall be authorized to require the installation and maintenance of gates or other approved barricades across roads, trails, or other accessways not including public streets, alleys, or highways.

18.2.4.2.2 Where required, gates and barricades shall be secured in an approved manner.

18.2.4.2.3 Roads, trails, and other access ways that have been closed and obstructed in the manner prescribed by 18.2.4.2.1 shall not be trespassed upon or used unless authorized by the owner and the AHJ.

18.2.4.2.4 Public officers acting within their scope of duty shall be permitted to access restricted property identified in 18.2.4.2.1.

18.2.4.2.5 Locks, gates, doors, barricades, chains, enclosures, signs, tags, or seals that have been installed by the fire department or by its order or under its control shall not be removed, unlocked, destroyed, tampered with, or otherwise vandalized in any manner.

18.3 Water Supplies and Fire Hydrants

18.3.1* A water supply approved by the county, capable of supplying the required fire flow for fire protection shall be provided to all premises upon which facilities or buildings, or portions thereof, are hereafter constructed, or moved into or within the county. When any portion of the facility or building is in excess of 150 feet (45 720 mm) from a water supply on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains capable of supplying the required fire flow shall be provided when required by the AHJ. For on-site fire hydrant requirements see section 18.3.3.

EXCEPTIONS:

1. When facilities or buildings, or portions thereof, are completely protected with an approved automatic fire sprinkler system the provisions of section 18.3.1 may be modified by the AHJ.
2. When water supply requirements cannot be installed due to topography or other conditions, the AHJ may require additional fire protection as specified in section 18.3.2 as amended in the code.
3. When there are not more than two dwellings, or two private garage, carports, sheds and agricultural. Occupancies, the requirements of section 18.3.1 may be modified by AHJ.

18.3.2* Where no adequate or reliable water distribution system exists, approved reservoirs, pressure tanks, elevated tanks, fire department tanker shuttles, or other approved systems capable of providing the required fire flow shall be permitted.

18.3.3* The location, number and type of fire hydrants connected to a water supply capable of delivering the required fire flow shall be provided on a fire apparatus access road on the site of the premises or both, in accordance with the appropriate county water requirements.

18.3.4 Fire Hydrants and connections to other approved water supplies shall be accessible to the fire department.

18.3.5 Private water supply systems shall be tested and maintained in accordance with NFPA 25 or county requirements as determined by the AHJ.

18.3.6 Where required by the AHJ, fire hydrants subject to vehicular damage shall be protected unless located within a public right of way.

18.3.7 The AHJ shall be notified whenever any fire hydrant is placed out of service or returned to service. Owners of private property required to have hydrants shall maintain hydrant records of approval, testing, and maintenance, in accordance with the respective county water requirements. Records shall be made available for review by the AHJ upon request.

C~ 18.3.8 Minimum water supply for buildings that do not meet the minimum County water standards:

Buildings up to 2000 square feet, shall have a minimum of 3,000 gallons of water available for Firefighting.

Buildings 2001- 3000 square feet, shall have a minimum of 6,000 gallons of water available for Firefighting.

Buildings, 3001- 6000 square feet, shall have a minimum of 12,000 gallons of water available for Firefighting.

Buildings, greater than 6000 square feet, shall meet the minimum County water and fire flow requirements.

Multiple story buildings shall multiply the square feet by the amount of stories when determining the minimum water supply.

Commercial buildings requiring a minimum fire flow of 2000gpm per the Department of Water standards shall double the minimum water supply reserved for firefighting.

Fire Department Connections (FDC) to alternative water supplies shall comply with 18.3.8 (1)-(6) of *this code*.

NOTE: In that water catchment systems are being used as a means of water supply for firefighting, such systems shall meet the following requirements:

- 1) In that a single water tank is used for both domestic and firefighting water, the water for domestic use shall not be capable of being drawn from the water reserved for firefighting;
- 2) Minimum pipe diameter sizes from the water supply to the Fire Department Connection (FDC) shall be as follows:
 - a) 4" for C900 PVC pipe;
 - b) 4" for C906 PE pipe;
 - c) 3" for ductile Iron;
 - d) 3" for galvanized steel.
- 3) The Fire Department Connection (FDC) shall:
 - a) be made of galvanized steel;
 - b) have a gated valve with 2-1/2 inch, National Standard Thread male fitting and cap;
 - c) be located between 8 ft and 16 ft from the Fire department access. The location shall be approved by the AHJ;

- d) not be located less than 24 inches, and no higher than 36 inches from finish grade, as measured from the center of the FDC orifice;
 - e) be secure and capable of withstanding drafting operations. Engineered stamped plans may be required;
 - f) not be located more than 150 feet of the most remote part, but not less than 20 feet, of the structure being protected;
 - g) also comply with section 13.1.3 and 18.2.3.4.6.1 of *this code*.
- 4) Commercial buildings requiring a fire flow of 2000gpm shall be provided with a second FDC. Each FDC shall be independent of each other, with each FDC being capable of flowing 500gpm by engineered design standards. The second FDC shall be located in an area approved by the AHJ with the idea of multiple Fire apparatus' conducting drafting operations at once, in mind.
- 5) Inspection and maintenance shall be in accordance to NFPA 25.
- 6) The owner or lessee of the property shall be responsible for maintaining the water level, quality, and appurtenances of the system.

EXCEPTIONS TO SECTION 18.3.8:

- 1) Agricultural buildings, storage sheds, and shade houses with no combustible or equipment storage.
- 2) Buildings less than 800 square feet in size that meets the minimum Fire Department Access Road requirements.
- 3) For one and two family dwellings, agricultural buildings, storage sheds, and detached garages 800 to 2000 square feet in size, and meets the minimum Fire Department Access Road requirements, the distance to the Fire Department Connection may be increased to 1000 feet.
- 4) For one and two family dwellings, agricultural buildings, and storage sheds greater than 2000square feet, but less than 3000 square feet and meets the minimum Fire Department Access Road requirements, the distance to the Fire Department Connection may be increased to 500 feet.

Zendo Kern, Planning Director
February 8, 2021
Page 9 of 9

- 5) For buildings with an approved automatic sprinkler system, the minimum water supply required may be modified.

If there are any questions regarding these requirements, please contact Assistant Fire Chief Ian Smith at (808) 932-2907.

A handwritten signature in black ink, appearing to read 'R. K. PERREIRA'.

ROBERT R. K. PERREIRA
Acting Fire Chief



STATE OF HAWAII
DEPARTMENT OF HEALTH

P. O. BOX 916
HILO, HI 96721-0916

In reply, please refer to
File

COH PLANNING DEPT
MAR 5 2021 PM 3:46

REC'D HAND DELIVERED

MEMORANDUM

DATE: March 4, 2021

TO: Mr. Zendo Kern
Planning Director, County of Hawaii

FROM: Eric Honda 
District Environmental Health Program Chief

SUBJECT: Special Permit Application (SPP 21-000222)
Applicant: Douglas Leider Hickey & Kathryn Hickey
Request: To Legitimize the Establishment of a Venue for Weddings and Similar
Gatherings
TMK: 7-6-002:028-0001

The applicant would need to meet the requirements of our Department of Health Air Pollution Rules, Chapter 60.1, Title 11, State of Hawaii for fugitive dust control. If there is need to discuss these requirements, please contact our Clean Air Branch staff at Ph. 933-0401.

The wastewater system is inadequate for the proposed project. Have your engineer submit to DOH: Plans for an additional individual wastewater system.

The Department of Health's Safe Drinking Water Branch authority on drinking water quality is based on the definition of a "public water system." Federal and state regulations define a public water system as a system that serves 25 or more individuals at least 60 days per year or has at least 15 service connections. All public water system owners and operators are required to comply with Hawaii Administrative Rules, Chapter 11-20 (HAR 11-20), and titled "Rules Relating to Public Water Systems". All public water systems are regulated by the Department of Health and shall be in compliance with the Hawaii Administrative Rules, Title 11, Chapter 20. Recommend the subdivision lots be connected to an existing public water system.

Concerns on water quality for lead, copper, algae and microbiological and chemical contaminations in private water systems have identified the need for self monitoring. The Department of Health does not support the use of these private rain catchment systems for drinking purposes since the quality may not meet potable water standards.

All new public water systems are required to demonstrate and meet minimum capacity prior to their establishment, per HAR 11-20-29.5, titled "Capacity Demonstration"

Planning Dept
Exhibit 12

140313

and Evaluation.” This requirement involves demonstration that the system will have satisfactory technical, managerial and financial capacity to enable the system to comply with safe drinking water standards and requirements.

Projects that propose development of new sources of potable water serving or proposed to serve a public water system must comply with the terms of HAR 11-20-29. This section requires that all new public water system sources be approved by the Director of Health (Director) prior to its use. Such approval is based primarily upon the submission of a satisfactory engineering report which addresses the requirements specified in HAR 11-20-29.

The engineering report must identify all potential sources of contamination and evaluate alternative control measures which could be implemented to reduce or eliminate the potential for contamination, including treatment of the water source. In addition, water quality analyses for all regulated contaminants, performed by a laboratory certified by the State Laboratories Division of the State of Hawaii, must be submitted as part of the report to demonstrate compliance with all drinking water standards. Additional parameters may be required by the Director for this submittal or additional tests required upon his or her review of the information submitted.

All sources of public water system sources must undergo a source water assessment which will delineate a source water protection area. This process is preliminary to the creation of a source water protection plan for that source and activities which will take place to protect the source of drinking water.

Projects proposing to develop new public water systems or proposing substantial modifications to existing public water systems must receive construction plans approval by the Director prior to construction of the proposed system or modification in accordance with HAR 11-20-30, titled “New and Modified Public Water Systems”. These projects include treatment, storage and distribution systems of public water systems. The approval authority for projects owned and operated by a County Board or Department of Water or Water Supply has been delegated to them.

All public water systems must be operated by certified distribution system and water treatment plant operators as defined by HAR 11-25 titled, “Rules Pertaining to Certification of Public Water System Operators”.

All projects which propose the use of dual water systems or the use of a non-potable water system in proximity to an existing potable water system to meet irrigation or other needs must be carefully design and operate these systems to prevent the cross-connection of these systems and prevent the possibility of backflow of water from the non-potable system to the potable system. The two (2) systems must be clearly labeled and physically separated by air gaps or reduced pressure principle backflow prevention devices to avoid contaminating the potable water supply. In addition backflow devices must be tested periodically to assure their proper operation. Further, all non-potable spigots and irrigated areas should be clearly labeled with warning signs to prevent the inadvertent consumption on non-potable water. Compliance with HAR Chapter 11-21, titled Cross-Connection and Backflow Control is also required.

All projects which propose the establishment of a potentially contaminating activity (as identified in the Hawai'i Source Water Assessment Plan) within the source water protection area of an existing source of water for a public water supply should address this potential and activities that will be implemented to prevent or reduce the potential for contamination of the drinking water source.

For further information concerning the application of capacity, new source approval, operator certification, source water assessment, backflow/cross-connection prevention or other public water system programs, please contact the SDWB at 586-4258.

The Department of Health (DOH), Clean Water Branch (CWB), acknowledges receipt of the subject document on February 11, 2021. The CWB has reviewed the limited information contained in the subject document and offers the following comments:

Permit Issuance

- * Any project and its potential impacts to State waters must meet the State's:
 - 1) Antidegradation policy, which requires that the existing uses and the level of water quality necessary to protect the existing uses of the receiving State water be maintained and protected;
 - 2) Designated uses, as determined by the classification of the receiving State waters; and
 - 3) Water quality criteria [Hawaii Administrative Rules (HAR), Chapter 11-54].
- * A Section 401 Water quality Certification (WQC) is required if your project/activity:
 - Requires a federal permit, license, certificate, approval, registration, or Statutory exemption; and
 - May result in a discharge into State waters. The term "discharge" is defined in Clean Water Act, Subsections 502(16), 502(12), and 502(6). Examples of "discharge" include, but are not limited to, allowing the following pollutants to enter State waters from the surface or in-water: solid waste, rock/sand/dirt, heat, sewage, construction debris, any underwater work, chemicals, fugitive dust/spray/paint, agricultural wastes, biological materials, industrial wastes, concrete/sealant/epoxy, and washing/cleaning effluent.

Determine if your project/activity requires a federal permit, license, certificate, approval, registration, or statutory exemption by contacting the appropriate federal agencies (e.g. Department of the Army (DA), U.S. Army Corps of Engineers (COE), Pacific Ocean Division Honolulu District Office (POH) Tel: 808-835-4303; U.S. Environmental Protection Agency Tel: 415-947-8021; Federal Energy Regulatory Commission Tel: 866-208-3372; U.S. Coast Guard Office of Bridge Programs Tel: 202-372-1511).

To request a Section 401 WQC, you must complete and submit the Section 401 WQC application. This application is available on the e-Permitting Portal website

located at: <https://eha-cloud.doh.hawaii.gov/epermit/>.

Please see HAR, chapter 11-54 for the State's Water Quality Standards and for more information on the Section 401 WQC. HAR, Chapter 11-54 is available on the CWB website at: <http://health.hawaii.gov/cwb/>.

- National Pollutant Discharge Elimination System (NPDES) permit coverage is required for:
 - Storm water associated with construction activities for land disturbances of one (1) acre or more. Land disturbance includes, but is not limited to, clearing, grading, grubbing, excavation, demolition, uprooting of vegetation, equipment staging, and storage areas.
 - Storm water associated with industrial activities for facilities with Standard Industrial Classification Codes regulated in 40 CFR 122.26(b)(14)(i) through (ix) and (xi).
 - Storm water and certain non-storm water from a small Municipal Separate Storm Sewer System.
 - Discharges of water pollutants into State surface waters. Examples of these discharges include, but are not limited to, cooling water, hydrotesting waters, dewatering effluent, and process wastewater.
 - Discharges from the application of pesticides (including pesticides, herbicides, fungicides, rodenticides, and various other substances to control pest) to State waters.

An application for an NPDES individual permit must be submitted at least 180 calendar days before the commencement of the discharge or start of construction activities. To request an NPDES individual permit, you must complete and submit the NPDES individual permit application. This application is available on the e-Permitting Portal website located at: <https://eha-cloud.doh.hawaii.gov/epermit/>.

A Notice of Intent (NOI) for coverage under a specific NPDES general permit must be submitted at least 30 calendar days before the commencement of the discharge or start of construction activities. To request NPDES general permit coverage, you must complete and submit the NOI. The NOI is available on the e-Permitting Portal website located at: <https://eha-cloud.doh.hawaii.gov/epermit/>.

Please see HAR, Chapter 11-55 for more information on the NPDES individual permit and NPDES general permits. The specific NPDES general permits located in HAR, Chapter 11-55, Appendices B through M. HAR, Chapter 11-55 and HAR, Chapter 11-55, Appendices B through M are available on the CWB website at: <http://health.hawaii.gov/cwb/>.

- According to State law, all discharges related to the project construction or operation activities, whether or not NPDES permit coverage and/or Section 401 WQC are required, must comply with the State's Water Quality Standards.

Monitoring

- Effluent discharge and/or receiving water monitoring may be required as conditions of Section 401 Water Quality Certifications and NPDES General and Individual permits.

Enforcement

- Noncompliance with water quality requirements contained in HAR, Chapter 11-54 and/or permitting requirements specified in HAR, Chapter 11-55 may be subject to penalties of \$25,000 per day per violation.
- Violations of Hawaii Revised Statutes 342D and 342E may elicit administrative, civil and criminal penalties for such violations.

Polluted Runoff Control

- Manage projects identified in watershed-based plans that reduce polluted runoff and educate the public about nonpoint source pollution. Projects are selected through an annual request for proposals. Funding is provided by the EPA through the Clean Water Act. For more information on projects and funding opportunities, please visit: www.hawaii.gov/doh/pollutedrunoffcontrol.

If you have any questions, please contact Ms. Joanne Seto, Supervisor of the Engineering Section, CWB, at (808) 586-4309.

Construction activities must comply with the provisions of Hawaii Administrative Rules, Chapter 11-46, "Community Noise Control."

1. The contractor must obtain a noise permit if the noise levels from the construction activities are expected to exceed the allowable levels of the rules.
2. Construction equipment and on-site vehicles requiring an exhaust of gas or air must be equipped with mufflers.
3. The contractor must comply with the requirements pertaining to construction activities as specified in the rules and the conditions issued with the permit.

Should there be any questions on this matter, please contact the Department of Health at 933-0917.

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 redevelopments projects. We also ask you to share this list with others to increase community awareness on healthy community design.



OFFICE OF PLANNING STATE OF HAWAII

235 South Beretania Street, 6th Floor, Honolulu, Hawaii 96813
Mailing Address: P.O. Box 2359, Honolulu, Hawaii 96804

Telephone: (808) 587-2846
Fax: (808) 587-2824
Web: <http://planning.hawaii.gov/>

DAVID Y. IGE
GOVERNOR

MARY ALICE EVANS
DIRECTOR
OFFICE OF PLANNING

DTS 202102101005NA

March 1, 2021

COH PLANNING DEPT
MAR 5 2021 PM12:53

REC'D BY EMAIL

Mr. Jeff Darrow
Deputy Planning Director
Planning Department
County of Hawaii
101 Pauahi Street, Suite 3
Hilo, Hawaii 96720
Attn: Christian Kay

Dear Mr. Darrow:

Subject: Special Permit Application (SPP-21-000222)
Applicant/Owner: Douglas Leider Hickey & Katheryn Hickey
Land Area: Approximately 2 Acres out of a 20 Acres Condominium Lot
Location: Waiono Meadows, Holualoa, North Kona, Hawaii
TMK: (3) 7-6-002: 028, 001

The Office of Planning (OP) has reviewed the above referenced Special Permit (SPP) application to legitimize the establishment of a venue for weddings and other gatherings on the site. We also note that this application was previously reviewed by OP for a similar proposal, and we have attached those comments dated August 10, 2020 for your use. We understand from an email exchange with the Staff Planner on this project that the original project was withdrawn and resubmitted with some revisions to the proposal for a reduced number of guests. Originally, the proposal requested a maximum of 125 persons with an average of 50 guests. The current proposal requests a maximum of 100 persons with an average of 29 guests. The remainder of the proposal is generally similar.

We note that an email dated January 27, 2021 contains some additional details describing the number of events and guests, water reservoir and traffic improvements.

All our comments from the August 10, 2020 letter remains valid, and we would add the following comments.

- I. The email exhibit dated January 27, 2021, indicates that the total number of events per year is 75 events. The events are further detailed below.
 - a. The events are further detailed as follows:
 - i. 50 events with 50 or fewer guests = 2,500
 - ii. 25 events with 80 or fewer guests = 2,000
 - iii. 5 events with 100 or fewer guests = 500
 - iv. Total 5,000 guests annually maximum
 - v. Plus supporting vendors, caterers, photographers, musicians etc @10 per event = 750
 - vi. Total maximum 5,750 annual visitors to the venue.

Mr. Jeff Darrow

March 1, 2021

Page 2

2. The applicant provided this supporting information, "*County Background & Environmental Report County Special Permit Request Douglas & Kate Hickey Waiono Meadows, Holualoa, North Kona, Hawaii TMKs (3) 7-6-002: 028-001*", ("Report") On Page 13 and 26 for traffic mitigation.
 - a. Page 13, 7) and 8), indicates that 6 parking spaces will be provided on site, with additional graveled parking areas beside the orchard area. The applicants will limit traffic to 20 vehicles per event, including vendors, shuttle vans or mini-buses for guests transportation.
 - b. Page 26, indicates several mitigation recommendations to increase safety and road integrity. Among the recommendations, which would require physical improvements in the roadway, is the last mitigation measure which recommends that "all wedding traffic should be limited to light duty (two-axle) passenger vehicles. This appears to be contradictory to the proposal for buses, shuttle vans, etc to convey guests to the venue. Furthermore, the January 27 email indicates that the roadway access is owned by various owners and applicants may have some difficulty implementing some of the recommended mitigation measures suggested in this section, such as installing paved pullouts along the roadway.

State Concerns and Issues

OP is concerned and would caution that the scale and use of facilities remains that of a commercial wedding facility. Approval should be based on whether the proposed use would be considered as "unusual and reasonable" and whether the use should be within the State Agricultural Land Use District.

Thank you for the opportunity to review the Special Permit application. If you have any questions, please contact Lorene Maki of our Land Use Division at Lorene.k.maki@hawaii.gov

Mahalo,

Mary Alice Evans

Mary Alice Evans
Director

Enclosure

- c: Land Use Commission
Department of Agriculture



OFFICE OF PLANNING STATE OF HAWAII

235 South Beretania Street, 6th Floor, Honolulu, Hawaii 96813
Mailing Address: P.O. Box 2359, Honolulu, Hawaii 96804

DAVID Y. IGE
GOVERNOR

MARY ALICE EVANS
DIRECTOR
OFFICE OF PLANNING

Telephone: (808) 587-2846
Fax: (808) 587-2824
Web: <http://planning.hawaii.gov/>

DTS 202007311438NA

August 10, 2020

Mr. Michael Yee
Director
Planning Department
County of Hawaii
101 Pauahi Street, Suite 3
Hilo, Hawaii 96720

Attn: Maija Jackson

Dear Mr. Yee:

Subject: Special Permit Application (SPP 20-000218)
Applicant: Douglas & Katheryn Hickey.
Request: Establishment of a Venue for Weddings and Similar Gatherings
Land Area: Approximately 2.25 Acres of a 20-acre Condominium Lot
Location: Waiono Meadows, Holualoa, North Kona, Hawaii
TMK: (3) 7-6-002: 028: 001

The Office of Planning (OP) has reviewed the above referenced Special Permit (SP) application to legitimize the establishment of a venue for weddings and other gatherings on the proposed site. No overnight accommodations are requested. However, the applicants wish to construct a new 3,500 square foot building for the proposed use. The applicants are proposing to host weddings for a maximum of 125 persons with an average of 50 guests. The venue will be open everyday from 9 am to 10:00 pm. Alcohol will be permitted but no food will be prepared onsite. Five parking spaces will be provided, plus one accessible parking space. Additional parking will be provided by a graveled parking area. Parking will be limited to 20 vehicles, with shuttle vans or buses required for larger parties. No amplified music allowed. The applicant will have three to five full time employees.

The site contains an existing farm dwelling, agricultural storage building, water catchment, two existing cesspools, and accessory water tank. The applicants are cultivating a coffee orchard on site. The subject 20- acre condominium lot is located directly off Waiono Ranch Road, approximately 1.4 miles east of the Mamalahoa Highway. According to the County Planning Department, the site is one of four condominium lots containing approximately 20-acres each. Three of the four lots contains a farm dwelling, including the subject property.

The applicant is also applying for a Plan Approval application concurrently with this Special Permit for agricultural tourism operations in conjunction with the coffee orchard. Should

the Special Permit be denied, the applicants are proposing to construct the same 3,500 square foot structure for use as a coffee drying and tasting building instead.

The proposed site contains lands designated as D by the Land Study Bureau. The application indicates that the County zoning is Agricultural A-20a. The application also indicates that the site is designated as "Other" Important Agricultural Lands by the Agricultural Lands of Importance to the State of Hawaii (ALISH). The General Plan Land Use Pattern Allocation map designates the parcel as Important Agricultural Lands. The site is not within the Special Management Area. The site is surrounded on three sides by the State Agricultural Land Use District. The northern side of the larger condominium lot is adjacent to the State Conservation Land Use District.

The Office of Planning (OP) has the following comments and concerns.

1. Page 15 and 17. Archaeological Resources and Valued Cultural Resources. According to the application, construction will be limited to areas that have already been cleared. A grading permit was granted in February 2013. During this process a site visit was conducted by the State Historic Preservation Division (SHPD) who determined that no historic properties will be affected by the proposed grading. A letter by SHPD dated April 4, 2013 indicated this, but also provided that in the event that historic resources, including human skeletal remains, structural remains, sand deposits, midden deposits, or lava tubes are identified during construction activities, the applicant should cease work in the immediate vicinity of the find, protect the find from additional disturbance, and contact the SHPD. OP would recommend this be a condition of approval.

The application indicates that the project is located about three miles to the shoreline. Also according to the application it is unlikely that the site would have been used for gathering of plants by native Hawaiians. Thus, the application concludes that the proposed project would not have any potential adverse impacts to cultural and historical resources of this area.

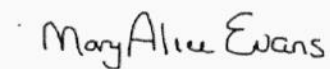
2. Page 19. Traffic Impacts. The document indicates that currently the traffic on Waiono Ranch Road is low. The proposal would generate an increase in traffic by a maximum of 250 visitors per week during the hours of scheduled events, and normally less than 100 visitors per week otherwise. Large groups may be required to use vans or shuttles. OP would recommend this be a condition of approval.
3. In accordance with Hawaii Revised Statutes, Section 205-6, and Hawaii Administrative Rules §15-15-95 for Special Permits, if the application for Special permit involves a land area less than 15 acres, processing and approval is by the County Planning Commission. If greater than 15 acres, approval is also required by the State Land Use Commission.

Mr. Michael Yee
August 10, 2020
Page 3

4. OP would caution that the scale of use and facilities is that of a commercial wedding facility. Approval should be based on whether the proposed use would be considered as "unusual and reasonable" and whether the use should be within the Agricultural Land Use District.

Thank you for the opportunity to review the Special Permit application. If you have any questions, please contact Lorene Maki of our Land Use Division at lorene.k.maki@hawaii.gov.

Mahalo,

A handwritten signature in black ink that reads "Mary Alice Evans". The signature is written in a cursive, flowing style.

Mary Alice Evans
Director

DAVID A. IGE
GOVERNOR OF HAWAII



STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
DIVISION OF FORESTRY AND WILDLIFE
1151 PUNCHBOWL STREET, ROOM 325
HONOLULU, HAWAII 96813

SUZANNE D. CASE
CHAIRPERSON
BOARD OF LAND AND NATURAL RESOURCES
COMMISSION ON WATER RESOURCE MANAGEMENT

ROBERT K. MASUDA
FIRST DEPUTY

M. KALEO MANUEL
DEPUTY DIRECTOR - WATER

DAVID A. IGE
GOVERNOR OF HAWAII
COMMISSIONER OF LAND AND NATURAL RESOURCES
COMMISSIONER OF FORESTRY AND WILDLIFE
COMMISSIONER OF WATER RESOURCE MANAGEMENT
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COMMISSIONER OF PUBLIC RELATIONS
COMMISSIONER OF PUBLIC SERVICE

February 16, 2021

MEMORANDUM

Log no. 3022

TO: RUSSELL Y. TSUJI, Administrator
Land Division

FROM: DAVID G. SMITH, Administrator
Division of Forestry and Wildlife

SUBJECT: Division of Forestry and Wildlife Comments for a Special Permit Application (SPP 21-000222) Request to Legitimize the Establishment of a Venue for Weddings and Similar Gatherings

The Department of Land and Natural Resources, Division of Forestry and Wildlife (DOFAW) has received your inquiry regarding the Special Permit Application to legitimize the establishment of a venue for weddings and similar gatherings in Holualoa on the island of Hawai'i, TMK: (3) 7-6-002:028 CPR 0001. The construction component of this proposed project consists of building a 3,000 square foot event venue comprised of bathrooms, a catering prep and service area, dressing rooms, dance floor space on a 2 acre portion of a 20 acre agriculture zoned unit.

The State listed Hawaiian Hawk or 'Io (*Buteo solitarius*) is known to occur in the project vicinity. DOFAW recommends surveying the area to ensure no Hawaiian Hawk nests are present if trees are to be cut. 'Io nests might be present during the breeding season from March to September.

The State listed Hawaiian Hoary Bat or 'Ōpe'ape'a (*Lasiurus cinereus semotus*) has the potential to occur in the vicinity of the project area and may roost in nearby trees. If any site clearing is required this should be timed to avoid disturbance during the bat birthing and pup rearing season (June 1 through September 15). If this cannot be avoided, woody plants greater than 15 feet (4.6 meters) tall should not be disturbed, removed, or trimmed without consulting DOFAW.

To prevent the spread of Rapid 'Ōhi'a Death (ROD), if 'ōhi'a trees are present and will be removed, trimmed, or potentially injured DOFAW requests that the information and guidance at the following website be reviewed and followed: <https://cms.ctahr.hawaii.edu/rod>.

DOFAW recommends minimizing the movement of plant or soil material between worksites, such as in fill. Soil and plant material may contain invasive fungal pathogens (e.g. Rapid 'Ōhi'a Death), vertebrate and invertebrate pests (e.g. Little Fire Ants), or invasive plant parts that could harm our native species and ecosystems. We recommend consulting the Big Island Invasive Species Committee at (808) 933-3340 in planning, design, and construction of the project to learn of any

high-risk invasive species in the area and ways to mitigate spread. All equipment, materials, and personnel should be cleaned of excess soil and debris to minimize the risk of spreading invasive species. Gear that may contain soil, such as work boots and vehicles, should be thoroughly cleaned with water and sprayed with 70% alcohol solution to prevent the spread of Rapid 'Ōhi'a Death and other harmful fungal pathogens.

DOFAW recommends using native plant species for landscaping that are appropriate for the area (i.e. climate conditions are suitable for the plants to thrive, historically occurred there, etc.). Please do not plant invasive species. DOFAW recommends consulting the Hawai'i-Pacific Weed Risk Assessment website to determine the potential invasiveness of plants proposed for use in the project (<https://sites.google.com/site/weedriskassessment/home>). We recommend that you refer to www.plantpono.org for guidance on selection and evaluation for landscaping plants.

We note that artificial lighting can adversely impact seabirds that may pass through the area at night by causing disorientation. This disorientation can result in collision with manmade artifacts or grounding of birds. For nighttime lighting that might be required, DOFAW recommends that all lights be fully shielded to minimize impacts. Nighttime work that requires outdoor lighting should be avoided during the seabird fledging season from September 15 through December 15. This is the period when young seabirds take their maiden voyage to the open sea. For illustrations and guidance related to seabird-friendly light styles that also protect the dark, starry skies of Hawai'i please visit: <https://dlnr.hawaii.gov/wildlife/files/2016/03/DOC439.pdf>.

We appreciate your efforts to work with our office for the conservation of our native species. Should the scope of the project change significantly, or should it become apparent that threatened or endangered species may be impacted, please contact our staff as soon as possible. If you have any questions, please contact Koa Matsuoka, Protected Species Habitat Conservation Planning Associate at (808) 587-4149 or koa.matsuoka@hawaii.gov.

Sincerely,



DAVID G. SMITH
Administrator

March 24, 2021

Mr. Jeffrey Darrow, Deputy Director
Planning Department
COUNTY OF HAWAII
101 Pauahi Street
Hilo, HI 96720

COH PLANNING DEPT
MAR 24 2021 PM2:04

Dear Mr. Darrow:

Subject: Additional Information – Special Permit Application (SPP 21-000222)
Applicant: Douglas and Kathryn Hickey
Holualoa, North Kona, Hawaii TMK: (3) 7-6-002: 028-0001

This letter is in response to Planning Department Staff's emailed questions on March 22nd.

- 1. Your application & DOH's rules indicate that the proposed use would trigger the requirement of a 'Public Water System' in compliance with Hawaii Administrative Rules, Chapter 11- 20, "Rules Relating to Public Water Systems." DOH's comment letter indicates several requirements to permit a 'Public Water System,' including capacity requirements, construction plan approval from the Director of DOH, design and operation of the system to ensure no cross-connection between potable & non-potable systems, etc. According to your application, the applicants plan to meet those requirements by trucking in potable water for storage in separate potable water tanks. Based on my reading of the DOH comment letter, it appears that it may not be that simple. Will you please provide some discussion of how the proposed project plans to address the comments in DOH's letter related to permitting a 'Public Water System' and provide some confirmation from DOH that the proposed trucking of potable water to be stored in separate tanks satisfies their requirements?*

Then by email 3/23:

I got a call back from DOH CDWB and they confirmed that the proposed trucking of potable water from a public water source to be stored in separate potable water tanks with no subsequent treatment would not be regulated as a public water system. Based on the preceding, please disregard question number 1 below and please confirm that there will be no subsequent treatment and that the applicant intends to keep the distribution lines from the proposed tanks separate from the existing water distribution lines from the catchment system.

The Applicants propose to have potable water trucked in for the venue use and stored in tanks separate from the rainwater catchment system. The distribution and plumbing system for potable water will be separate from any rainwater catchment systems. Further, there will be no subsequent treatment of the potable water.

2. *According to Office of Planning, the proposed requirement to limit all wedding traffic to light duty (2-axle) passenger vehicles founds in the traffic mitigation plan appears contradictory to the same report's recommendation that guests should be conveyed to the venue in busses, shuttle vans, etc. Will you please address this perceived contradiction?*

These statements are not in contradiction. The visitor traffic will consist of passenger vehicles, vans and buses with no more than two axles. The confusion may stem from the Island Engineering's equivocation of "light duty" and number of axles. A "type D" (90 passenger) school bus only has two axles, yet can weigh in excess of 25,000 lbs. Perhaps the correct metric, instead of getting into the weeds with gvwr of different vehicles, would be passenger count. 15 passenger vans are common in the islands as smaller tour vans (Sprinters etc.). 15 passenger vans would be sufficient for the vast majority of events. For the five events per year it would be more efficient to use a mini-bus with up to 30 passenger capacity. Regardless, for all events, shuttles will only include two axle vehicles.

Unnumbered question

*This final question is not related to an agency comment, but according to your January 5, 2021 letter to surrounding property owners outlining traffic/roadway safety mitigation recommendations from the **TRAFFIC AND ROAD ASSESSMENT WAIONO RANCH ROAD**, you indicated that, "the Hickey's have committed to performing all the suggested mitigations should the Special Permit be granted. Further, the Hickeys have also committed to improving the intersection of Waiono Ranch Road with Māmalahoa Highway as required by the Department of Public Works." What not clear is the proposed timing of these safety improvements, for example, will the applicants perform all suggested mitigation measures/intersection improvements prior to resumption of wedding events on the property or will it be done within a certain timeframe, etc.*

The Hickeys would commit to making the road and intersection improvements within two years of approval.

Please let me know if you have any further questions.

Sincerely,

JOHN PIPAN
Project Administrator
Land Planning Hawaii LLC

Enclosure

Copy – Douglas and Kathryn Hickey

Mori, Ashley

From: Kay, Christian
Sent: Thursday, March 25, 2021 4:15 PM
To: Mori, Ashley
Cc: Jackson, Maija
Subject: FW: Waiono Property Owners Petition Against Hickey SUP
Attachments: Petition Waiono Ranch Road petition #2.pdf

Hi Ashley,

Will you please intake this email string and attached petition that was printed from the link embedded in the email?

Thanks & Have a Great Weekend!

Christian

Christian Kay, Planner
County of Hawai'i Planning Department
Aupuni Center, 101 Pauahi Street, Suite No. 3
Hilo, Hawaii 96720
Phone: (808) 961-8136
Fax: (808) 961-8742
Email: christian.kay@hawaiicounty.gov

From: Pamela Parker <pamelaparker808@gmail.com>
Sent: Thursday, March 25, 2021 3:24 PM
To: Kay, Christian <Christian.Kay@hawaiicounty.gov>; Tom Buckner <tombuck@hawaiiantel.net>; Wendy Mitchell <wendym@hawaiiantel.net>; Audrey Grossman <audreyg@hawaiiantel.net>; Steve Grossman <steveg@hawaiiantel.net>; Jackson, Maija <Maija.Jackson@hawaiicounty.gov>
Subject: Waiono Property Owners Petition Against Hickey SUP

Aloha Christian,

Thank you for the clarification. Yes, please include my previous email in the Background and Recommendation reports. I will also be submitting a more formal written testimony for the commission hearing.

I will review the site plan once again, but the most blatant error is the fact that an unpermitted addition to a structure on the Hickey property encroaches into my driveway easement. On the site map it is clearly shown outside of the easement.

I am including in this email the Waiono Property Owners Petition Against this SUP. Naturally, we want this included in the Background and Recommendation reports as well.

<https://www.ipetitions.com/petition/waiono-ranch-road-petition-2>

Thank you,
Pam

On Thu, Mar 25, 2021 at 1:03 PM Kay, Christian <Christian.Kay@hawaiicounty.gov> wrote:

Aloha Pam,

Thanks for the email and sorry for the confusion. You may submit written testimony up to two days prior to the hearing date, however, getting it to us sooner would allow us to add the testimony as part of the Background and Recommendation reports that I am currently in the process of drafting and would also allow the applicants to respond to the testimony/concerns prior to the hearing.

The Planning Department accepted the application as complete and are compelled by our code and Planning Commission rules to proceed with a hearing within 90 days of accepting the application unless an extension is agreed to by the applicants, thus we have scheduled the hearing for 4/15/2021.

You mentioned that site plan included in the application is inaccurate, if you provide us with a list of inaccuracies, we can request that the applicants update the site plan to address them.

The applicants are required by code to provide public notice to all properties within 500 feet of the subject parcel, which includes TMK: (3)7-6-002:033. I will reach out to the applicant's representative to request that they identify the other road lot owners and send notification so everyone is aware of the application and the hearing date.

Your comments on increased traffic, flooding, safety, and liability in relationship to the criteria for granting a Special Permit will be considered in the recommendation.

Finally, would you like us to intake this email as written testimony or would you like us to wait until you have a more formal testimony submission?

Please let me know if you have any questions.

Mahalo,

Christian

Christian Kay, Planner

County of Hawai'i Planning Department
Aupuni Center, 101 Pa'ahi Street, Suite No. 3
Hilo, Hawaii 96720
Phone: (808) 961-8136
Fax: (808) 961-8742

Email: christian.kay@hawaiicounty.gov

From: Pamela Parker <pamelaparker808@gmail.com>

Sent: Thursday, March 25, 2021 12:00 PM

To: Kay, Christian <Christian.Kay@hawaiicounty.gov>

Cc: tombuck@hawaiiantel.net; wendym@hawaiiantel.net; steveg@hawaiiantel.net; audreyg@hawaiiantel.net; Jackson, Maija <Maija.Jackson@hawaiicounty.gov>

Subject: Re: Hickey SUP

Aloha Christian,

We have a number of concerns and were not aware that this Friday is a deadline for including our concerns

in the new proposal.

As of this date we have still not seen a map to scale showing the exact location of buildings, flood channels, easements, setbacks, etc. The proposed map we have seen is the one used in the previous application and it is inaccurate.

Per the PC Rules 6-3-(b)(2) & (3) and PC Rule 6-3-(c):

(2) Description of the property in sufficient detail to determine its precise location;

(3) A plot or site plan of the property, drawn to scale, with all existing and proposed uses and/or structures shown thereon;

(c) A copy of full-size site plan and/or elevations of the proposed structure(s), a minimum of 2x3 feet in dimension, drawn to scale. The site plan should include the property lines, reference points (roadways, shoreline, etc.) and existing and proposed structures and uses.

The owner of TMK 3-7-6-2-33 (the road lot) has never been contacted by the Hickeys. PC Rules 6-6(b)

(b) Promptly after the Commission's fixing a date for the public hearing, the applicant shall mail a notice of the application and hearing to owners of interests in properties within five hundred feet of the perimeter boundary of the affected property and to owners of interests in other properties which the Planning Commission may find to be directly affected by the proposed request. Such notice shall state:

- (1) Name of the applicant;
- (2) Precise location of the property involved;
- (3) Nature of the proposed use; and
- (4) Date, time and place of the hearing

The Hickeys are legally only responsible for 1/40th of the road liability (per the easement agreement for Waiono Ranch Road) which will severely impact adjoining property owners when that inevitable inebriated party-goer drives down the road putting others at risk.

PC Rule 6-3-(b)-(5)-(B)

(B) The desired use shall not adversely affect surrounding properties;

The increased traffic on Waiono Ranch Road PC Rule 6-3-(b)-(5)-(F)

(F) The proposed use will not substantially alter or change the essential character of the land and present use;

Incomplete applications will NOT be processed PC Rule 6-4

6-4 Incomplete Application;

The Commission, through the Planning Department, shall neither accept nor process an application which is incomplete as to form and content.

We have a petition that has been signed by nearly all of the property owners in Waiono specifically opposed to this application that we want included in the proposal. Again, the main reasons for opposition include the

inadequate and unsafe Waiono Ranch Road and related liabilities issues, the flooding issues and the gravity of this precedent-setting decision. On flooding, just this past Saturday March 20, there was a significant downpour that resulted in flooding making the crossing of the stream on Waiono Road not possible. We have video footage of the raging stream on that afternoon along with other videos of the flooding affecting the traversing of Waiono Ranch Road.

Without the concerns above addressed, we don't believe the application is complete for a PC hearing. And we want more time to include written statements/testimonies from Waiono property owners.

Sincerely,

Pamela Parker

Tom Buckner

Wendy Mitchell

CONTRIBUTE



Wendy Mitchell 23

Waiono Ranch Road petition #2

31 signers Add your name now!



31 signers Almost there!

95%

Wendy Mitchell signed recently

We, the property owners of Waiono Meadows, a small agricultural community in North Kona, petition the Leeward Planning Commission to deny approval of the Special Use Permit (SUP) application (SPP-21-000222) submitted by Douglas and Kathryn Hickey of Sunshower Farms LLC. The Hickey's are, again, requesting a special permit to operate a venue for numerous large and small-scale weddings and other events, along with the construction of an events pavilion on their 20-acre CPR, agriculture-zoned parcel (TMK #7-6-002: 028-0001). It is important to note that their proposed map of their intended pavilion is inaccurate and incomplete. It is not a professional survey map with flood channels annotated. In fact, it is believed there has never been a survey conducted of the flood channels up here.

As you'll recall, the Hickey's withdrew their first SUP application back in October 2020 after the Leeward Planning Commission deferred their decision during a hearing held on September 21, 2020. Prior to that hearing, the county Planning Department had recommended in their "PROPOSED FINDINGS OF FACT; CONCLUSIONS OF LAW; AND DECISION AND ORDER" document that "the proposed use is not unusual and reasonable and does not promote the objectives of Chapter 205 HRS. Thus, Special Permit Application No. 20-000218 is hereby DENIED."

SIGN PETITION

proposing to build a slightly smaller-in-size events pavilion. They have provided very

specific numbers on the maximum number of annual events and maximum number of attendees per event. This, while knowing it would be nearly impossible to monitor these promised specifics without someone out there counting cars and bodies and keeping track of the number of events they've hosted. They have also offered some modifications to Waiono Ranch Road. In their application, they present a strong case for the economic benefit not only to the vendors of their business but also to the county via a detailed income analysis from increased tourism to Kona and the Big Island, in general. It is important to note that of the dozens of letters of support the Hickey's have attached to their SUP, it is believed only one of those persons own property up here. It is believed nearly all the others are people/vendors who could potentially benefit from the proposed wedding and events venue e.g. caterers, florists, bakers, musicians, hair stylists.

As a reminder, property owners and farm workers alike can only access their farms and properties using this single-lane Waiono Ranch Road. We are more than familiar with hazards of our narrow, substandard farm road and the numerous blind spots, potholes, steep grades, and flooding issues that already affect the safety of drivers, passengers, and livestock. With no Homeowner Association, there is no road maintenance agreement in place. This, in addition to other safety and liability issues that include historic flooding events in Holualoa, is cause for major concern among property owners. Flooding of the road often occurs several times a year; this, too, significantly damages the road and jeopardizes the health and safety of those navigating it.

The on-line ePetition sent out to everyone back in September 2020 (in opposition to SUP application #1) was signed by nearly every owner of property accessing Waiono Ranch Road. We felt very encouraged by that. The substandard road remains a huge concern for us. It is believed the Hickey's proposed modifications to the road is not enough to turn our substandard, dangerous road into one that should be considered safe and up-to-par. In terms of impact to surrounding properties and all of us who utilize Waiono Ranch Road, the substantial increase in vehicles — hypothetically occurring multiple days/evenings a week year-round - WILL adversely affect us. Should the County approve the Hickey's SUP application, each of us property owners may very well be opened-up to potential liability related to the Hickey's commercial wedding party/other events business by inebriated or otherwise-careless party attendees. The County of Hawaii may, also, be a potential target of a lawsuit.

It is important to note that Waiono Ranch Road is, itself, a separately-owned parcel. It is designated as Lot #11, and owned by "Golden Bay LLC." It has been confirmed with the owners of this parcel that they never been personally contacted, consulted, or notified of the Hickey's pending SUP application and proposed modification of the road. The law requires the Hickey's to notify all owners of property within 500 feet of their property.

We, the property owners and neighbors to Kate and Doug Hickey, strongly oppose this Special Use Permit for weddings and other events, and urge the Leeward Planning Commission to immediately DENY this application. It is our hope the Commission will join us in protecting our Ag-zoned properties. We invite you to personally take a drive and view the road; we feel confident you will then understand our concerns and why we feel so strongly about it.

We respectfully ask for your careful consideration of our concerns.

SIGN PETITION

Share for Success

23

COMMENTS

Tarah Bartlett

Mar 25, 2021



Mar 25, 2021

upvote reply show

The road is of great concern, only people who use it every single day fully understand the dangers, close calls, or actual incidents that make us all oppose this sup. There are heavy trucks carrying cattle, horses, equipment etc. the road is navigated with a great deal of caution and driven very offensively by those who know it well.

I completely understand the desire to seek alternative streams of income. However If it is opposed by nearly all the people who actually live and work up there it seems as though it's not appropriate. My encounters with the large majority of our neighbors have never been anything but helpful and pleasant, and have I never found them to be unreasonable, petty, or intrusive with the lives of their neighbors, so for there to be this much concern, energy and distrust in regards to this particular SUP it's really says something.

Ariel Willeford

Mar 25, 2021



Mar 25, 2021

upvote reply show

The road is dangerous and holding sizable events multiple times a week will add people who are not only unfamiliar with its hazards, where the blind spots are and where to pull off to allow for oncoming traffic but also people who are intoxicated and unaware of the road protocol especially at night.

Yes it's a lucrative business, yes the vendors want to see it pass, and I am compassionate to that. Its a shame they didnt submit this sup to make sure is was received by those effected by it before they created their business and became accustomed to its income. A persons home is their sanctuary, now more than ever the noise from multiple events each week will definitely effect the people who live in close proximity. Clearly this is passionately opposed by people who actually live here, are invested here and have been for a very long time. That should mean something

David Wilkinson

Mar 25, 2021



Mar 25, 2021

upvote reply show

The Waiono Road is a Farm Road and too narrow to accommodate Weddings and associated workers. The current road will not permit safe passage of multiple cars without one car pulling onto the unimproved and unsafe shoulder. liability for the road is shared by all Waiono Ranch owners and if all existing property owners do not approve, it is unfair that they should have liability for a neighbor's business. Finally, the roadway is a separate lot, #11. believe the owner of the roadway must agree to the proposed SUV and the potential liability to that lot owner. I do not agree with the proposed SUP. A new Hawaii County approved road must be built to accommodate the proposed use. The current road is not adequate for the existing use as a Farm road. This is Farm Property with AG zoning. Where are we going with this, Does not Zoning and County Regulations mean anything. Is someone going to open a Cocktail Bar Next, can I open a Dance Hall and will my neighbor open a race track

Gary Capri

Mar 25, 2021



Mar 25, 2021

upvote reply show

Opposed. Road is dangerous and inadequate.

Janet Bolton

Mar 25, 2021



Mar 25, 2021

upvote reply show

Road is inacquidit. Need widened, Maintained and repaired.

SIGN PETITION

daniel bolton

Mar 25, 2021



Mar 25, 2021

upvote reply show

The 10' Road need needs to be Maintain and widened

Thomas Buckner

Mar 24, 2021



Mar 24, 2021

upvote reply show

We all knew what the zoning was when we bought our property in Waiono Ranch. If the County were to grant this SUP, it would set a very bad precedent. And for the Hickey's to say it would not have any negative impact on the neighboring lots would be ridiculous and untrue. "How could it not", I was told by a local attorney

Lee and Karen Paterson

Mar 24, 2021



Mar 24, 2021

upvote reply show

Not until the county puts in a legal road.

Nancye Capri

Mar 23, 2021



Mar 23, 2021

upvote reply show

The road is substandard and dangerous. Completely opposed based on this fact

Audrey Grossman

Mar 19, 2021



Mar 19, 2021

upvote reply show

Our family has had two head on accidents on this dangerous road and feel strongly apposed to an increase of traffic from a Wedding venue with drivers unfamiliar with the conditions here.

Siu Kit mok

Mar 17, 2021



Mar 17, 2021

upvote reply show

Private road not good enough to support this kind of added traffic, not to speak of the liabilities that this would incur. I oppose this proposal.

Lacy Fojtik

Mar 17, 2021



Mar 17, 2021

upvote reply show

I strongly object to the Hickeys proposal. This is a private road and the owner has not even been asked by this group for permission to do this, or talk about a large liability policy to cover liabilities caused by their activities, weddings and wedding venues in which drinking and such are usually the case at such celebrations. This would be a danger to all residents that use this road for home and farming access. They also seem irresponsible as to the extensive wear this would cause to an already over worn access roadway. This is not a part of their property purchase agreement and how can this be allowed when the owner of this roadway does not agree or give permission to this.

Wayne Duarte

Mar 17, 2021



Mar 17, 2021

upvote reply show

The road is unsafe, especially when the river is running across the road. The risk is potentially high for possible accidents. These accidents could possibly endanger neighbor farmers, Ranchers, residents in the area and non residents who do not commute on the roadway regularly. Also the land is zoned for agriculture and not for commercial use.

Dave Lucas

SIGN PETITION

I believe the Waiono Road is too narrow to accommodate Weddings and inebriated drivers. The shoulders simply do not allow for safe passage of two cars without one car pulling onto the wet, muddy unimproved shoulder. Plus, the liability for the road is shared by all Waiono Ranch owners and it seems patently unfair that they should have take liability for a neighbor's business. The roadway is a separate lot and I do not believe the owner of the roadway has even been notified.

Jimmy Greenwell

Mar 15, 2021

Mar 15, 2021
upvote reply show

As a partial owner of property mauka of the subject parcel and dependent on the use of Waiono Ranch Road (Lot 11) for access to our cattle ranch operation, I strongly oppose this SUP application. This single lane road with farm and ranch traffic is adequate FOR THAT PURPOSE but totally inadequate for the kinds of traffic and use contemplated by the applicant. I urge the DENIAL of this application which, if approve, would create potential hazards and unenforceable conditions to the detriment of all property owners served by this access driveway.

David and Terri Greenwell

Mar 15, 2021

Mar 15, 2021
upvote reply show

Our biggest concern is that the road is privately owned and is not much more than a driveway. There are numerous hazards, and there is a complete lack of organized maintenance. Any additional traffic will degrade the roadway that is not designed for heavy usage.

Philip Johnson

Mar 15, 2021

Mar 15, 2021
upvote reply show

I strongly object to the approval of the SUP for Sunshower Farms as I specifically purchased my agricultural property because it was dedicated for agricultural use only and not intended to be in a commercial zone. Please maintain the agricultural dedication for the safety of all our farmers in the area. Commercial traffic should never be permitted on this private road.

Kelly Johnson

Mar 15, 2021

Mar 15, 2021
upvote reply show

As the first farm at the bottom of Waiono Ranch Road, we will be subject to every single car/truck entering and leaving proposed events at Sunshower farms if this SUP is approved. It will be a tremendous disruption to our operations and daily quality of life.

Britt Craven

Mar 15, 2021

Mar 15, 2021
upvote reply show

I'm President of Palani Ranch, and a shareholder of Lanihau Properties whose lands are located at the mauka end of Waiono Ranch Rd. I am not in opposition based upon the use, but am in complete opposition because of the sub-standard Waiono Ranch road/driveway. The road/driveway is privately owned with liability beyond that of applicant. The road/driveway has numerous natural hazardous. The road/driveway is in constant need of repair. The road/driveway was a path that follows an old jeep trail, and has only that as logic to it. The road/driveway has had numerous accidents on it over the years, including one I was involved in with the applicants employee's. Unfortunately due to these circumstances, and the proposed mitigating measures proposed by the applicant which are completely Unenforceable, on behalf of Lanihau Properties and Palani Ranch Co. we are completely against the application being proposed by the Hickey's.

Carl Merner

Mar 15, 2021

Mar 15, 2021
upvote reply show

I have no problem with them allowing paying guests on to their site, but ONLY if they widen the road and make it a two lane road, at least up to the end of their property line. Otherwise, there will be many accidents on the road, and the county will be responsible.

SIGN PETITION

upvote reply show

opposition to the granting of the Hickey second petition

John Buck
Mar 14, 2021

upvote reply show Mar 14, 2021

The road is too dangerous in the daytime much less with people who have been drinking and dont know the road. Also, this is supposed to be an ag property.

Butterfield Deborah
Mar 14, 2021

upvote reply show Mar 14, 2021

This road is simply too dangerous now, with people who know the road. Drunken people in the dark will be a catastrophe waiting to happen

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31 SIGNATURES

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7 hours ago
7 hours ago
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7 hours ago
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Lee and Karen Paterson United States
1 day ago
1 day ago
Leilani Patterson United States
1 day ago
1 day ago
Robert Patterson United States
1 day ago
2 days ago
Nancye Capri United States
2 days ago
7 days ago
Audrey Grossman United States
7 days ago
1 week ago
Thomas Buckner United States
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Steve Grossman United States
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Siu Kit mok United States
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Lacy Fojtik United States
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1 week ago
Wayne Duarte United States

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1 week ago
1 week ago
David and Terri Greenwell United States
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Philip Johnson United States
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Kelly Johnson United States
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Britt Craven United States
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Pamela Parker United States
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Carl Merner United States
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Wei Fang United States
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John Buck United States
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Butterfield Deborah United States
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2 weeks ago
Wendy Mitchell United States
2 weeks ago

SIGN PETITION

COH PLANNING DEPT
MAR 29 2021 4:10:13

Phil and Kelly Johnson
76-1068 Waiono Ranch Road
Holualoa, Hawaii 96725

March 26, 2021

Hawaii County Planning Department
74-5044 Ane Keohokalole Hwy.
Kailua Kona, HI 96740

Special Permit Application

Dear Planning Department,

We are fortunate to have farmland in Waiono Meadows in North Kona which as you know is an agricultural community along the Kona Heritage Corridor of the old Mamalahoa Highway in Holualoa. Our 43 acre coffee farm is one located off the private driveway that was constructed in joint agreement with the other Homeowners Association members to access our respective properties in the area.

While it is not our intention to deny anyone economic opportunity, we feel strongly our position should be known and appreciate your willingness to consider our circumstances. I understand there are certain criteria for evaluating a special use permit, including the subject use must be unusual, must not change the culture of the agriculture community and be of reasonable use. I do not see how this qualifies since there is a well known wedding venue at the bottom of the private road at the Holualoa Inn, so this new proposal would not be an "unusual" or "reasonable" use when clearly there are close by commercial areas capable of sustaining such operations. Their position that the use would not change the area or reduce the quality of life for neighbors is not in alignment with what we have been experiencing over the last couple of years. Their ongoing operations have absolutely impacted our quality of life in our stress levels about liability concerns as well as the increased noise and pollution from the traffic it creates, especially late at night. Also, the pavilion they propose building is clearly not intended for agriculture use which is one of the requirements for outbuildings on agriculture land.

With respect to the resubmitted application for a Special Use Permit application by Kate and Doug Hickey and Sunshower Farms we felt compelled to prevail upon you to reject the application outright as it's obvious such a use as they have proposed would cause a severe safety concern posed by the increased traffic on this single lane, winding road. To add as many visitors and vendors per week as they propose to a rutted, winding road that is barely 10' wide at certain areas with blind spots, potholes and subject to flooding would clearly cause major safety and liability issues for us. As our property borders the Mamalahoa Highway we are subject to every vehicle both coming and going that uses the shared private road. There is no current maintenance agreement for the road and we are already all too familiar with the dangers of it. Even if there were improvements made to the road, it is still a private road that has never been evaluated for commercial use and does not follow any of the required criteria for safety of public roads. It is the homeowners who have a shared responsibility and the great County of Hawaii is not responsible for the safety or maintenance of the road.

Mori, Ashley

From: LPCtestimony
Sent: Monday, April 05, 2021 5:10 PM
To: Mori, Ashley
Cc: Kay, Christian
Subject: FW: Testimony

COH PLANNING DEPT
APR 5 2021 PM 12:57

Please intake for SPP 21-000222.

From: Wei Fang <weifang99@gmail.com>
Sent: Friday, April 02, 2021 7:07 AM
To: LPCtestimony <lpctestimony@hawaiicounty.gov>
Subject: Testimony

Aloha.

I, Wei Fang, the property owner at Waiono Ranch, firmly oppose the Hickey's 2nd/current SUP application.

Thank you,

Wei Fang

Sent from my iPhone

April 8, 2021

Mr. Jeffrey Darrow, Deputy Director
Planning Department
COUNTY OF HAWAII
101 Pauahi Street
Hilo, HI 96720

CS 12-144-1 8 039
077 2021-0124

Dear Mr. Darrow:

Subject: Additional Information – Special Permit Application (SPP 21-000222)
Applicant: Douglas and Kathryn Hickey
Holualoa, North Kona, Hawaii TMK: (3) 7-6-002: 028-0001

We are in receipt of the online petition created by Wendy Mitchell in opposition to the Hickey's request for a Special Permit to build and operate an event venue on their property. We appreciate the concerns expressed by the community relating to the proposed use.

Common concerns brought up by petitioners as reason to oppose granting of this Special Use Permit include:

- Condition & safety of Waiono Ranch Road
- Potential liability for accidents
- Setting of precedent

Regarding the state of Waiono Ranch Road, it has come to light that there was a variance granted for roadway improvements for a subdivision application SUB 10-001041 on TMK (3)7-6-001:001 by applicant Golden Bay International Co. LTD The variance (VAR 12-000083) allowed for the subdivision to proceed without improving the entire length of Waiono Ranch Road (Road Lot 11) subject to conditions. Condition 5 b. states **"The existing sub-standard paving within Road Lot 11 shall be improved and/or repaired to substantially match that which is located within the proposed subdivision's (SUB-10-001041) internal access Easement 14 as shown in the photos included as Exhibit 8 of the Variance Application (and attached). Where required the roadway shall be constructed in such a manner as to be passible during surface water runoff events. This shall include drainage structures as may be required. This shall also include any widening as may be required to allow for safe sight distances and safe curve radii. These improvements shall be as recommended by an Engineer licensed in the State of Hawai'i and delineated on construction plans submitted for approval of the DPW and the Planning Department."** (emphasis from original Variance)

It appears Golden Bay International (and by extension those properties benefitting from the Variance) is responsible for improvements that should have been done to the road prior to final subdivision approval. Further the County should have confirmed these improvements

were made prior to final subdivision approval. While this does not necessarily immediately fix the longstanding issues with the road it highlights the prior commitments that if implemented would significantly improve the shared access.

Despite the failure of previous commitments to improve Waiono Ranch Road to materialize, the Hickeys have committed to performing all the mitigations suggested by Island Engineering LLC in their Traffic and Roadway Assessment should the Special Permit be granted. Further, the Hickeys have also committed to improving the intersection of Waiono Ranch Road with Mamalahoa Highway as required by the Department of Public Works. The Hickeys have requested a two-year period to perform those improvements.

Since much is being made of the anticipated impact of venue generated traffic we will reiterate here the actual anticipated impacts based on the Traffic and Road Assessment:

- Modest peaks in existing traffic were observed between 6 AM and 7 AM and between 3 PM and 4 PM.
- The proposed venue would not affect the AM peak traffic at all as no trips are anticipated to the venue before 9 AM.
- The venue generated traffic would represent an increase from 25 to 28 peak hour trips (a 12% increase).
- Overall, 24 hour observed traffic on Waiono Ranch Road averaged 237 vehicles. The proposed venue would add at most 20 vehicles to this total representing an 8.4% increase.
- Weekly existing average trips total 1659, adding two event generated vehicular trips to this total represents a 3.0% increase. **The maximum potential trips per week for the proposed use would result from four events and this would represent a 4.9% increase.**

These impacts are well defined, constrained by the proposed limits of the venue and in no case could be considered as substantial or significant. Opposing comments make it sound like the impact will be constant and disruptive. However, the actual numbers suggest the opposite and is a classic example of making a mountain out of a mole-hill.

Regarding the question as to whether the Hickeys can make improvements to the road; legal opinion from the Hickey's Counsel, Alan Tuhy, stated that "they have the right and ability to make repairs and maintain the roadway consistent with its reasonable use."

Regarding the potential for liability for owners with easements over Waiono Ranch Road. Owners with easement access on Waiono Ranch Road have no special liability regarding accidents involving any other user of the road, venue-related or otherwise.

Finally, one petitioner mentioned a traffic accident with the Hickey's employee. Further clarification with Mr. Craven and the Hickeys detailed the incident involving a volunteer at the Hickey's farm becoming stuck on the side of the road and needing to be pulled out. No

vehicle collision, damages, or injuries occurred. The proposed roadway improvements offered by the Hickeys would help to prevent future similar incidents by providing for pull off areas to allow for better flow of two way traffic.

As for the idea of setting precedent such that other applications would be approved by extension. That is not how Special Permits work. State and County law requires that each proposed use be evaluated individually based on its merits, whether it is unusual & reasonable, whether it promotes the effectiveness and objectives of Chapter 205 HRS, and whether it adversely impacts the surrounding community. With the proposed mitigations, and limitations to size and frequency of events this proposed use appears to meet the criteria for approval. For a thorough discussion of each of these criteria please refer to the environmental report supporting the application.

Please let me know if you have any further questions.

Sincerely,

JOHN PIPAN
Project Administrator
Land Planning Hawaii LLC

Enclosure
Copy – Douglas and Kathryn Hickey

LAW OFFICES OF

ALAN H. TUHY

78-7100 Kamehameha Road III, Suite 405

Kailua-Kona, Hawaii 96740

(808) 329-5678 FAX (808) 329-5788

Attorney at Law

April 7, 2021

Leeward Planning Commission
Planning Department
County of Hawaii
101 Pauahi Street
Hilo, HI 96720

Subject: Special Permit Application: 21-000222
Applicant: Douglas Leider Hickey and Kathryn Hickey
Holualoa, North Kona, Hawaii
TMK: (3) 7-6-002: 028-0001

Dear Commission Members:

I am counsel for the applicants and write this letter in support of its approval by addressing three of the legal issues raised by the Petitioners. I will be in Honolulu for a surgical procedure on the date set for this hearing, and thus ask that you accept this letter for the limited purpose of review of legal issues that may arise.

1. *The 2013 Amended Variance Decision in Var-12-000083*

On April 1, 2013, the Planning Department gave an amended variance approval (the "Variance") for five lots that are located at the mauka terminus of the Waiono Ranch road (Lot 11 of the Waiono Ranch Subdivision). That Variance allowed the lots then formed as a Condominium Property Regime to be converted into a subdivision and consequently allow access over Lot 11, which is the "alternative roadway" referenced in the Variance. The Variance states the conditions the developer (an entity represented by David Lucas, previous owner of the Hickey's farm, and one of the Petitioners this present application) must achieve to allow this added use include:

5. The subdivider, owners, their assigns, or successors understand that the sub-standard alternative roadway within the BO-foot wide privately-owned right-of-ways will use and maintain the roadway on their own without any expectation of governmental assistance to maintain the improvements.

- a. The owners, grantees, successors, and assigns shall indemnify and defend the State of Hawai'i or County of Hawai'i from any and all liability arising out of vehicular access to and from the subject properties utilizing the private right-of-ways.
- b. The existing sub-standard paving within Road Lot 11 shall be improved and/or repaired to substantially match that which is located within the proposed subdivision's (SUB-10-001041) internal access Easement 14 as shown in the photos included as Exhibit 8 of the Variance Application (and attached). Where required, the roadway shall be constructed in such a manner as to be passable during surface water runoff events. This shall include drainage structures as may be required. This shall also include any widening as may be required to allow for safe sight distances and safe curve radii. These improvements shall be as recommended by an Engineer licensed in the State of Hawai'i and delineated on construction plans submitted for approval of the DPW and the Planning Department.

* * *

- d. The lot owners, grantees, successors, and assigns agree to participate in a homeowners' association or road maintenance agreement and/or pay their fair share to maintain the roadway within the private right-of-way.

These conditions were never met, but the subdivision and sale of the parcels went forward anyway. Golden Bay International Co., Ltd. which applied for this Variance, the owners of the five subdivided lots and their representative, David Lucas, all benefited from their agreement to improve the roadway but did not follow through on fulfilling the Variance terms. In the Hickey's current SUP application, they voluntarily offer to make the required Variance improvements to the roadway that Golden Bay has failed to make, and that the County has failed to require.

The Variance approval also states:

- (b) There are no other reasonable alternatives that would resolve the difficulty.

The Variance Application meets criterion (b) for the following reason(s):

Providing 20-foot-wide paving and full right-of-way improvements for this rural agricultural subdivision roadway is not in keeping with the intent of the rural character and agricultural zoning of the area. The existing roadway will continue to serve only the existing number of "units" or lots. To require improvements would be unreasonable as there are no proposed changes to the development of this area.

By statute, the county planning commissions have the authority to enforce conditions imposed on variances granted by downgrading the subject property when those conditions have not been met. HRS Sec. 205-4(g); as stated by our Court:

HRS chapter 205 does not expressly authorize the LUC to issue cease and desist orders. But the legislature granted the LUC the authority to impose conditions and to down-zone land for the violation of such conditions for the purpose of "uphold[ing] the intent and spirit" of HRS chapter 205, and for "assur[ing] substantial compliance with representations made" by petitioners. HRS Sec. 205-4(g); Cf. Morgan, 104 Hawai'i at 185, 86 P.3d at 994 (holding that although HRS chapter 205A does not expressly authorize the Planning Commission to modify permits, the Commission must have jurisdiction to do so to "ensure compliance" with the Coastal Zone Management Act and to "carry out [its] objectives, policies, and procedures"). Consequently, the LUC must necessarily be able to order that a condition it imposed be complied with, and that violation of a condition cease.

The power to enforce the LUC's conditions and orders, however, lies with the various counties. HRS Sec. 205-1252 (1993) delegates the power to enforce district classifications to the counties. HRS Sec. 205-12 mandates that the "appropriate officer or agency charged with the administration of county zoning laws shall enforce ... the use classification districts adopted by the [LUC] and the restriction on use and ... shall report to the commission all violations." (Emphasis added.) Pursuant to their enforcement duties under Sec. 205-12, counties have the responsibility to take necessary action against violators. A.G. Opinion 70-72 (1970). Such enforcement covers all land use district classifications and land use district regulations. Id. Thus, looking to the express language of HRS Sec. 205-12, it is clear and unambiguous that

enforcement power resides with the appropriate officer or agency charged with the administration of county zoning laws, namely the counties and not the DUC. Cf. *Morgan*, 134 Hawai'i at 190, 86 P.3d at 999 (explaining that the statute expressly granted injunctive power to the circuit court and not the Planning Commission).

Lanai Co., Inc. v. Land Use Com'n, 97 P.3d 372 at 394, 105 Haw. 296 (Haw. 2004)

Collateral estoppel applies to the County, by its Planning Department, from asserting a position that was finally decided, the elements of which are:

The doctrine of collateral estoppel "precludes the relitigation of a fact or issue which was previously determined in a prior suit on a different claim between the same parties or their privies...." *Ellis v. Crockett*, 51 Haw. 45, 55-56, 451 P.2d 814, 822 (1969); see also *United States v. Mendoza*, 464 U.S. 154, 158, 104 S.Ct. 568, 571, 78 L.Ed.2d 379 (1984). The doctrine is intended to protect litigants from the burden of relitigating an identical issue with the same party or his privy and promotes judicial economy by preventing needless litigation. *Blonder-Tongue Laboratories, Inc. v. University of Illinois Found.*, 402 U.S. 313, 328-29, 91 S.Ct. 1434, 1442-43, 28 L.Ed.2d 788 (1971). Collateral estoppel is a bar to relitigation of an issue when the following three-prong test is satisfied:

(1) the issue decided in the prior suit is identical to the issue presented in the action in question; (2) there was a final judgment on the merits in the prior suit; (3) the party against whom collateral estoppel is asserted was a party or in privity with a party to the prior suit.

SHOPO v. Soc. of Professional Journalists, 83 Hawai'i 378, 400, 927 P.2d 386, 408 (1996) (citing *Bush v. Watson*, 81 Hawai'i 474, 480, 918 P.2d 1130, 1136 (1996)); see also *State Farm Fire and Casualty v. Poomaihealani*, 667 F.Supp. 705, 706 (D. Haw.1987).

Tradewind Ins. Co., Ltd. v. Stout, 938 P.2d 1196, 85 Hawaii 177 (Haw. App. 1997).

The Applicants have presented to the Commission an engineering report that addresses the substandard nature of the roadway.

By its efforts, Golden Bay International's refusal of its obligations under the "License" and thereby render moot any mandated enforcement against that developer or the five lot owners to undertake this expense or lose risking loss of their Variance.

2. *Claimed Liability for Applicants' Activities*

Should the SUP application be approved, the neighbor's Petition raises the specter of personal liability for homeowners in the Waiono Ranch Subdivision and even for the County of Hawaii coming from "inebriated or otherwise careless party attendees." These liability exposures are non-existent.

First, HRS § 264-1 prevents this private roadway from becoming a "county highway"--and thereby subjecting the county to liability for injuries incurred thereon--without express acceptance of the private road by the County Council. *Maui Ranch Estates Owners Ass'n v. County of Maui*, 6 Haw. App. 414 at 420-422, 724 P.2d 118 at 123-124 (1986). This road is privately owned by Golden Bay International and the County has taken no steps to accept this as a public roadway.

Second, liability for one who is not an owner of land is based on the extent to which they can legally control its maintenance and, e.g. provide warnings to users. Our Supreme Court has adopted the following "control" test:

("[T]he rule is that 'it is the control and not the ownership which determines the liability.'" (Quoting *Re Taxes Victoria Ward*, 33 Haw. 235, 237 (1934))). See, e.g., *Kurtigian v. City of Worcester*, 348 Mass. 284, 203 N.E.2d 692, 693 (Mass.1965) ("Liability for damage caused by the defective condition of premises turns upon whether a defendant was in control, either through ownership or otherwise."); *Wireman v. Keneco Distribs., Inc.*, 75 Ohio St.3d 103, 661 N.E.2d 744, 748 (1996) ("It is a fundamental tenet of premises tort law that to have a duty to keep premises safe for others one must be in possession and control of the premises."). See also Restatement (Second) of Torts §§ 333-350 (1965) (imposing liability on "possessors" of land for injuries to trespassers, licensees, and invitees); *id.* at § 328E ("A possessor of land is (a) a person who is in occupation of the land with intent to control it or (b) a person who has been in

occupation of land with intent to control it, if no other person has subsequently occupied it with intent to control it, or, e.g., a person who is entitled to immediate occupation of the land, if no other person is in possession under Clauses (a) and (b)."). Where a private landowner is not in control of the activities occurring on her land, that landowner will not be liable for injuries occurring thereon. *Merritt v. Nickelson*, 407 Mich. 544, 287 N.W.2d 178 (1980) (holding that where one cotenant of property operated a racetrack on a portion of that property, and the other cotenant did not participate in operating the racetrack, the non-participating cotenant was not liable for injuries sustained on the racetrack because the participating cotenant became the sole "possessor" of the land within the meaning of Restatement (Second) of Torts § 328E).

Wemple v. Dahman, 83 P.3d 100 at 108, 103 Haw. 385 (Haw. 2004) [emphasis supplied]

Here, the individual owners have merely easement access rights and not right to control the roadway. That obligation falls on the landowner under basic tort law and only extends to that landowner's invitees and licensees. See *Geremia v. State*, 573 P.2d 107 at 110-112, 58 Haw. 502 (1977).

The only owner in the Waiono Ranch subdivision who could be potentially held liable for e.g. intentionally "overserving" would be the applicants. They carry adequate liability insurance to cover any such eventuality and require additional liability insurance from every host who rents their premise for an event. Other owners may have negligence liability for their own guests and invitees for dangerous conditions but are certainly not liable for those of the Applicants.

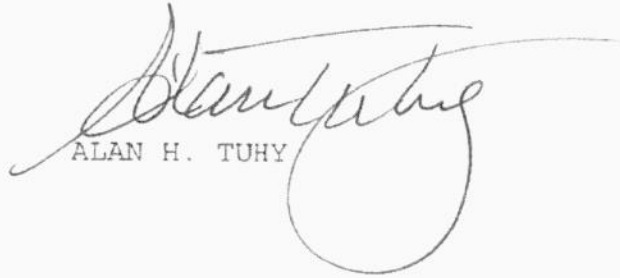
3. Applicants May Make Repairs

The Applicants have easement rights over the fee interests of the Lot 11 owners. As such, they have the right and ability to make repairs and maintain the roadway consistent with its reasonable use. *Levy v. Kimball*, 50 Haw. 497, 443 P.2d 142 at 144 (1968). The fee owner, Golden Bay, has the concurrent duty to make repairs so as to not interfere with the servient estate owners' reasonable use and enjoyment. *Restatement (Third) of Property*, Sec. 4.13.

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A copy of this will be transmitted to staff by Mr. Pipan and I would ask they contact me directly with any questions or need for clarification.

Very Truly Yours,



ALAN H. TUHY

AHT/jh
cc: client