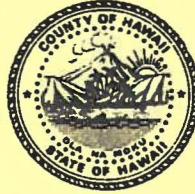


Stephen K. Yamashiro
Mayor



Virginia Goldstein
Director

Russell Kokubun
Deputy Director

County of Hawaii

July 21, 2000

PLANNING DEPARTMENT

25 Aupuni Street, Room 109 • Hilo, Hawaii 96720-4252
(808) 961-8288 • Fax (808) 961-8742

Mr. Peter James Orelup
Ms. Marta Cou-Orelup
1039 Solana Drive
Mountain View, California 94040

Dear Mr. Orelup & Ms. Cou-Orelup:

Additional Farm Dwelling Agreement

Applicants: PETER JAMES ORELUP & MARTA COU-ORELUP

Owners: PETER JAMES ORELUP & MARTA COU-ORELUP

Tax Map Key: 8-2-008; 075

Pursuant to authority conferred to the Planning Director in Ordinance 96-160, Chapter 25, Article 5, Division 7, Section 25-5-77 of the Zoning Code and Planning Department Rule 13, Farm Dwellings, we have reviewed your request for an additional farm dwelling on the subject property. Your submittal included the following information:

- a. A notarized affidavit that the additional dwelling shall be used for farm-related purposes in the form of the proposed Additional Farm Dwelling Agreement.
- b. Name and address of the landowner or lessee, if the latter has a lease on the building site with a term exceeding one year from the date of the farm dwelling agreement.
- c. Written authorization of the landowner.
- d. A farm plan of the applicants' continual agricultural productivity or farming operation within the County. The plan shows how the farm dwelling will be utilized for engagement in agricultural productivity or farming operation.
- e. The Real Property Tax Clearance form certified on May 8, 2000, that the owner of record has paid all property taxes up to and including the June 30, 2000 payment.

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Findings:

1. In Chapter 205, Hawaii Revised Statutes, the State Land Use Law does not authorize residential dwellings as a permitted use in the State Land Use Agricultural district unless the dwelling is related to an agricultural activity or is a farm dwelling. A **farm dwelling** as defined in Section 205-4.5, Chapter 205, HRS, means a **single family dwelling located on and used in connection with a farm, including clusters of single farm dwellings permitted within agricultural parks developed by the State, or where agricultural activity provides income to the family occupying the dwelling.**
2. The Farm Plan and the agreement to use the dwelling for agricultural or farm-related activity on the building site demonstrate that there is agricultural activity and that income is being/will be taxed.
3. In addition, the following agencies have submitted their comments as stated below:
 - a. The Department of Health Memorandum dated May 17, 2000, states:

"The Health Department found no environmental health concerns with regulatory implications in the submittals."
 - b. The Department of Water Supply Memorandum dated June 19, 2000, states:

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

"For your information, an existing 5/8-inch meter services this property and is adequate for only one dwelling at 600 gallons per day. This application is proposing an additional detached dwelling, so the installation of a separate 5/8-inch meter by the applicant is required in accordance with Department regulations. Water is available from the 4-inch waterline in an easement dedicated to the Department which fronts the subject parcel. Lastly, this parcel is covered by an elevation agreement.

"Therefore, the Department has no objections to the proposed application subject to the applicant understanding and accepting the following conditions:

- "1. Installation, by the Department of Water Supply, of a second 1-inch service lateral to service a 5/8-inch meter, which shall be restricted to a maximum daily flow of 600 gallons as the existing service is.
- "2. Installation of a backflow preventer (reduced pressure type) by a licensed contractor on the applicant's property just after the meter. The installation and assembly of the backflow preventer must be inspected and approved by the Department before the water meter can be installed. The backflow preventer shall be operated and maintained by the customer. A copy of our backflow preventer handout is being forwarded to the applicant to help them understand this requirement.
- "3. Remittance of the following charges, which are subject to change, to our Customer Service Section:
 - a. Facilities Charge \$3,375.00
(One 2nd service at \$3,375.00 each)
 - b. Service Lateral Installation Charge +1,200.00
(Install one meter in an easement that is dedicated to the Department)

Total \$4,575.00

"Should there be any questions, please contact our Water Resources and Planning Branch at 961-8665."

4. There are no structures on the subject parcel.

Decision:

In view of the above, your request to construct an additional farm dwelling is approved subject to the following conditions:

1. The additional farm dwelling shall be used to provide shelter to only person(s) involved in the agricultural or farm-related activity on the building site.

Mr. Peter James Orelup
Ms. Marta Cou-Orelup
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2. The agreement shall run with the land and apply to all persons who may now or in the future use or occupy the additional farm dwelling.
3. This Farm Dwelling Unit Permit is subject to all other applicable rules, regulations, and requirements of the Planning Department, including but not limited to those of the Zoning Code (Chapter 25, Ordinance No. 96-106, Effective: December 7, 1996); Department of Public Works; Department of Water Supply; Fire Department; State Department of Health; and other reviewing agencies/divisions listed on the Building Permit Application.

The Planning Director has completed the appropriate portions of the Additional Farm Dwelling Agreement. You must record this approved Additional Farm Dwelling Agreement with the State Bureau of Conveyances and/or Land Court within thirty days of receipt of this approval. In sending this document for recordation, please note the following:

1. The original and one copy of the document must be submitted for recordation.
2. A check in the amount of \$25.00 to cover the recordation fee should be made out to the State of Hawaii, Bureau of Conveyances and attached to the Agreement. Their address is as follows:

State of Hawaii
Bureau of Conveyances
P. O. Box 2867
Honolulu, HI 96803

3. Also required is a self-addressed stamped envelope to have the recorded document returned to you.

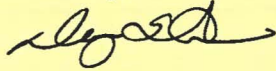
You must submit a copy of the recorded Additional Farm Dwelling Agreement to the Planning Director prior to approval of the building permit for the farm dwelling.

Please accept our sincere apologies for this tardy response to your request to construct an additional farm dwelling. Your patience is appreciated.

Mr. Peter James Orelup
Ms. Marta Cou-Orelup
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Should you have any questions or require further information, please feel free to contact Pamela Harlow of our Kona office at 327-3510.

Sincerely,



f VIRGINIA GOLDSTEIN
Planning Director

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Enclosure

Xc: West Hawaii Office

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

Peter and Marta Orelup
1039 Solana Drive
Mountain View, CA 94040

TITLE OF DOCUMENT:

Additional Farm Dwelling Agreement

PARTIES TO DOCUMENT:

Peter James ORelup and Marta Cou-Orelup
and County of Hawaii'

PROPERTY DESCRIPTION:

TMK: 8-2-08:75
Kalamakuma, South Kona
Hawaii

ADDITIONAL FARM DWELLING AGREEMENT

THIS AGREEMENT made and executed this 28th day of April, 192000,

by and between Peter James Orelup and Marta Cou-Orelup herein called the
"First Party," whose mailing address is 1039 Solana Dr., Mountain View, CA 94040

and the COUNTY OF HAWAII, herein called the "Second Party."

IT IS HEREBY AGREED that the First Party may construct an additional farm dwelling
located on the property described by Tax Map Key 8-2-08:75
situated within the State Land Use Agricultural district
and zoned Agricultural (A-5A) by the Second Party.

IT IS HEREBY ACKNOWLEDGED that the First Party is the Legal Owner
(legal owner/lessee)
of the property above described.

IT IS HEREBY FURTHER AGREED that this approval to construct an additional farm
dwelling is given subject to the following conditions:

1. The additional farm dwelling shall be used to provide shelter to only person(s)
involved in the agricultural or farm-related activity on the building site.
2. The agreement shall run with the land and apply to all persons who may now or in
the future use or occupy the additional farm dwelling.
3. The landowner or lessee shall record the approved Additional Farm Dwelling
Agreement with the State of Hawaii, Bureau of Conveyances and/or with the

Land Court System within thirty days from the date of receipt of approval. A copy of the recorded Additional Farm Dwelling Agreement shall be submitted to the Planning Director of the County of Hawaii prior to approval of the building permit.

IT IS HEREBY FURTHER AGREED that if this agreement is with a lessee, the legal owner shall be a party to this agreement.

IT IS HEREBY FURTHER AGREED that should the pertinent provisions of the State and County laws and rules and regulations change to authorize said farm dwelling, upon request of the First Party, this Agreement may be reconsidered for possible amendment and/or severance.

IT IS HEREBY FURTHER AGREED that if the property is situated within the State Land Use Agricultural district, the Second Party may imposed a fine of not more than \$5,000 for violation of Section 205-4.5, Hawaii Revised Statutes. If the violation is not corrected within six months of such citation and the violation continues, a citation for a new and separate violation may be imposed. There shall be a fine of not more than \$5,000 for any additional violation. The Second Party may also impose fines for any violation of Chapter 25, Hawaii County Code, as amended, in accordance with the procedures and fine schedule outlined in Division 3, Article 2, of said code.

IN CONSIDERATION OF THE AFORESAID, the Second Party hereby approves this Agreement as being in conformity with Sections 205-2 and 205-4.5 of the Hawaii Revised Statutes, relative to permitted uses within the State Land Use Agricultural district. This Agreement is also in conformance with Chapter 25, Hawaii County Code, as amended.


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

FIRST PARTY

 Marta Conzelmann
(Legal Owner)

(Lessee)

SECOND PARTY


/ Planning Director Daryn S. Arai
County of Hawaii Planning Department

STATE OF HAWAII)
) SS.
COUNTY OF HAWAII)

On this 21st day of July, 2000, before me personally appeared Darlyn S. Araki, to me personally known, who, being by me duly sworn, did say that he/she is the authorized representative of the Planning Department of the County of Hawaii; and that the Planning Department of the County of Hawaii has no corporate seal; and that the instrument was signed on behalf of the Planning Department of the County of Hawaii, a government agency, and said Darlyn S. Araki, acknowledged the instrument to be the free act and deed of said Planning Department, County of Hawaii.

L.S.


Notary Public, State of Hawaii
Eleanor Mirikitani

My commission expires: 1/3/2003

STATE OF HAWAII)
) SS:
COUNTY OF HAWAII)

On this _____ day of _____, 19____, before me personally
appeared _____, to me known to be the person
described in and who executed the foregoing instrument, and acknowledged that he/she executed
the same as his/her free act and deed.

Please See California attachment
Notary Public, State of ~~Hawaii~~ California *E.R*

My commission expires: _____

