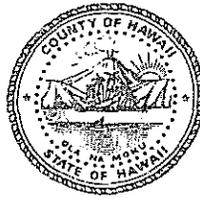


Harry Kim  
Mayor



Christopher J. Yuen  
Director

Roy R. Takemoto  
Deputy Director

## County of Hawaii

### PLANNING DEPARTMENT

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

October 22, 2001

Ms. Marjan Steindamm  
73-4160 Kaalele Place  
Kailua-Kona, Hawaii 96740

Dear Ms. Steindamm:

#### **Additional Farm Dwelling Agreement**

**Applicant:** Marjan Steindamm

**Land Owner:** Marjan Steindamm

**Tax Map Key:** (3) 7-9-015:020

Pursuant to authority conferred to the Planning Director by 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 submittals included the following information:

1. A notarized affidavit that the additional dwelling shall be used for farm-related purposes in the form of the enclosed Additional Farm Dwelling Agreement to be submitted for recordation with the Bureau of Conveyances.
2. Name and address of the landowner(s) or lessee(s), if the latter has a lease on the building site with a term exceeding one year from the date of the farm dwelling agreement.
3. Written authorization of the landowner(s) if the lessee filed the request.
4. A farm plan or evidence of the applicant's continual agricultural productivity or farming operation within the County, including an explanation of why this additional farm dwelling is needed in connection with the agricultural productivity or farming operation. Your farm plan included the following ongoing and proposed agricultural activities:

009804

Exhibit A

OCT 23 2001

Ms. Marjan Steindamm  
Page 3  
October 22, 2001

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 6-inch waterline in Saint Paul Road. The meter shall be located fronting Tax Map Key 7-9-014:033, near the intersection of Saint Paul Road and Kuuipo Place.

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 is the existing service.
2. Installation of a backflow preventer (reduced-pressure type) by a licensed contractor just after the meter off the County right-of-way. Therefore, the applicant shall get permission from the owners of Tax Map Key 7-9-014:033 to install the backflow preventer on their property. 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 (One 2 <sup>nd</sup> service at \$4,350.00 each)	\$4,350.00
b. Capital Assessment Fee	500.00
c. Service Lateral Installation Charge (Install one meter on Saint Paul Road, a County road)	<u>2,250.00</u>

Total (Subject to Change) \$7,100.00

Should there be any questions, please call our Water Resources and Planning Branch  
at 951-3070.

Ms. Marjan Steindamm

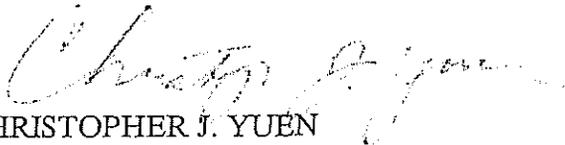
Page 5

October 22, 2001

5. This Additional Farm Dwelling Agreement shall be valid for a period of two (2) years from the date of this approval letter to secure a building permit for the additional farm dwelling. Failure to secure a building permit for this additional farm dwelling on or before October 22, 2003 may cause the Director to initiate proceedings to invalidate the AFDA.

Should you have questions or require further information, please feel free to contact Larry Brown of my staff at 961-8288.

Sincerely,



CHRISTOPHER J. YUEN  
Planning Director

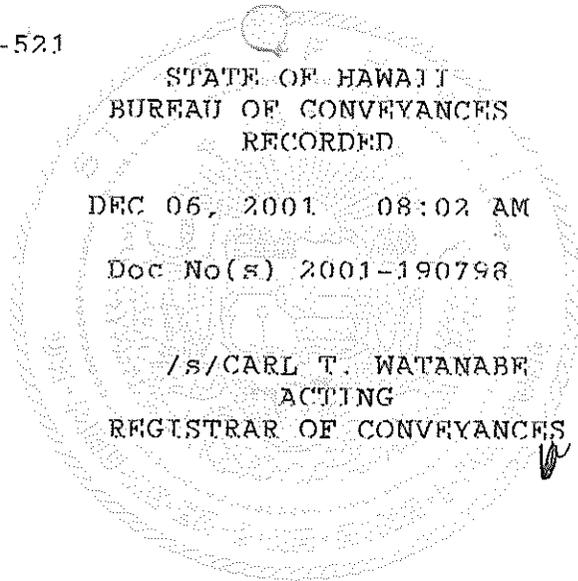
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Enclosure

xc: Mr. Milton Pavao, DWS  
Mr. Mike McCall, RPT  
Planning Department – Kona

R-521



Am  
AFTER RECORDATION, RETURN BY MAIL TO:

6 pgs

County of Hawaii Planning Department  
25 Aupuni Street, Room 109  
Hilo, Hawaii 96720

TITLE OF DOCUMENT:

**ADDITIONAL FARM DWELLING AGREEMENT**

PARTIES TO DOCUMENT:

**FIRST PARTY: MARJAN STEINDAMM**

**SECOND PARTY: COUNTY OF HAWAII**

PROPERTY DESCRIPTION:

**TMK: (3) 7-9-015:020**

ADDITIONAL FARM DWELLING AGREEMENT

THIS AGREEMENT made and executed this 22<sup>ND</sup> day of October, 2001, by and between MARJAN STEINDAMM, herein called the "First Party," whose mailing address is 73-4160 Kaalele, Kailua-Kona, Hawaii 96740, 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 (3) 7-9-015:020 situated within the State Land Use Agricultural district and zoned Agricultural (A-1a) by the Second Party.

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

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

1. The additional farm dwelling shall be used to provide shelter to person(s) involved in the agricultural or farm-related activity on the property. Family members who are not engaged in agricultural or farm-related activity are allowed to reside in the farm dwelling.
2. The agreement shall run with the land and apply to all persons who may now or in the future use or occupy the additional farm dwelling.
3. This agreement shall include any and all conditions specified in the Additional Farm Dwelling Agreement letter, attached to this document as Exhibit "A".

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

IT IS HEREBY FURTHER AGREED that should the pertinent provisions of the State 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 impose 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.

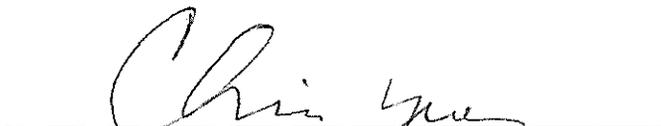
IN CONSIDERATION OF THE AFORESAID, the Second Party hereby approves this Agreement as being in conformity with Sections 205-2 and 205-4.5 of the Hawaii Revised Statutes, relative to permitted uses within the State Land Use Agricultural district. This Agreement is also in conformance with Chapter 25,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

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

FIRST PARTY:

  
\_\_\_\_\_  
Marjan Steindamm., Legal Owner

SECOND PARTY:

  
\_\_\_\_\_  
Christopher J. Yuen, Planning Director  
County of Hawaii Planning Department

STATE OF HAWAII                    )  
  ) SS.  
COUNTY OF HAWAII                )

On this 30th day of October, 2001 before me  
personally appeared MARJAN STEINDAMM to me known to be the  
person described in and who executed the foregoing instrument, and  
acknowledged that she executed the same as her free act and deed.

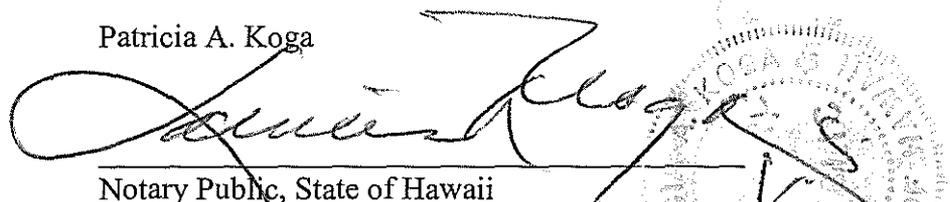
Rebecca Allsuer ra  
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Notary Public, State of Hawaii  
\_\_\_\_\_

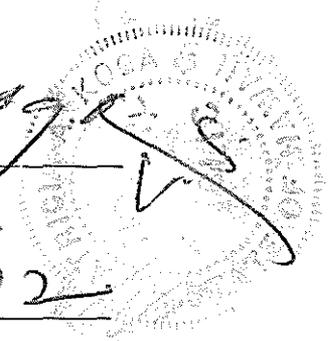
My commission expires: 4.19.03  
\_\_\_\_\_

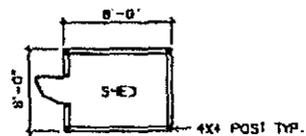
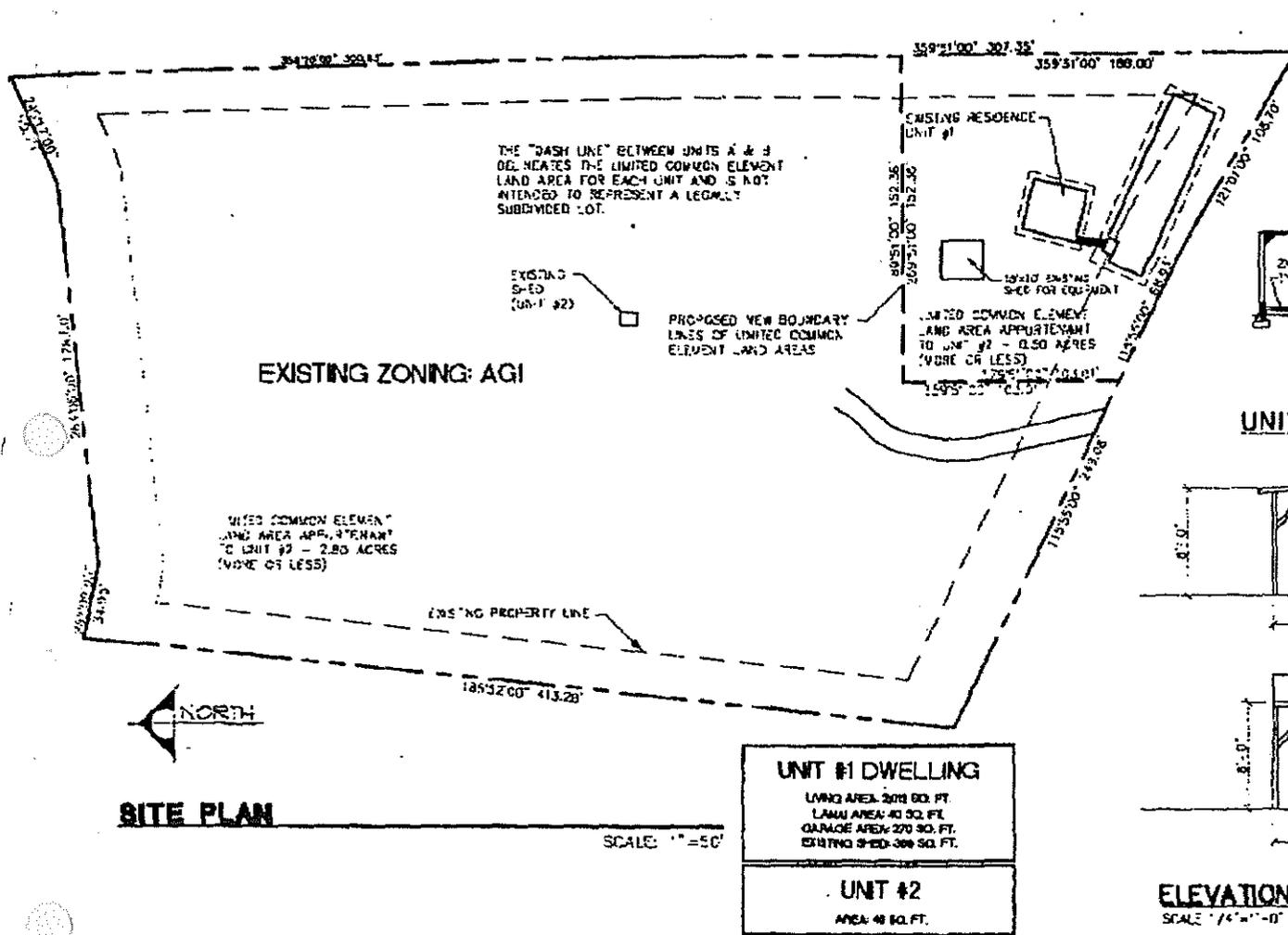
STATE OF HAWAII            )  
  ) SS  
COUNTY OF HAWAII        )

On this 19<sup>th</sup> day of December, 2001 before me personally appeared Christopher J. Yuen, to me personally known, who, being by me duly sworn, did say that he is the Planning Director 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 Christopher J. Yuen acknowledged the instrument to be the free act and deed of said Planning Department, County of Hawaii.

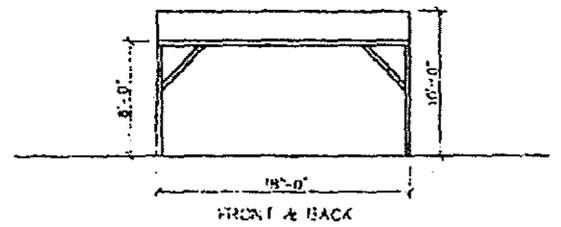
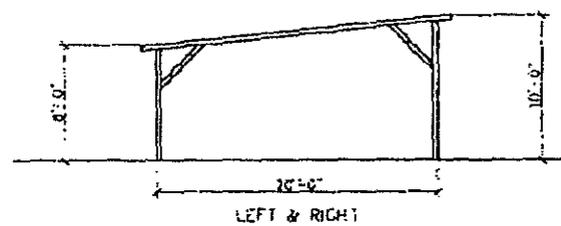
Patricia A. Koga

  
\_\_\_\_\_  
Notary Public, State of Hawaii  
Patricia A. Koga  
My commission expires: 7/17/02





**UNIT #2 SHED PLANS**



**ELEVATIONS**  
SCALE: 1/4" = 1'-0"

**UNIT #1 SHED PLANS**

EXHIBIT "I"

A CONDOMINIUM PROJECT NAMED:  
**Konaalo Makai**  
12-65 St. Pauli St., Koolakawa, HI  
T.V.K. (3) T.O. 5:20

DRAWN: DET	CHECKED: AG	DATE: 5/8/00
DRAWINGS: SITE PLAN		SCALE: 1" = 50'
		SHEET: 1 OF 2 SHEETS

**ALI' ARCHITECTS, INC.**  
ARCHITECTURE PLANNING ENGINEERING

16-0888 KAWAHI HWY., KAILUA-KONA, HI 97740  
PHONE (808) 328-8777 FAX (808) 328-1511

THIS WORK WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND I AM A LICENSED PROFESSIONAL ARCHITECT IN THE STATE OF HAWAII.

ALI' CHAL AMP AREA  
LICENSED PROFESSIONAL ARCHITECT  
No. 7195  
HAWAII, U.S.A.