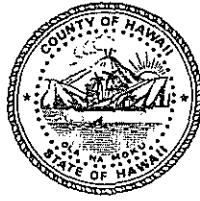


Harry Kim  
Mayor



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

May 4, 2001

Mr. Klaus D. Conventz  
Baumeister Consulting  
P.O. Box 2308  
Kailua-Kona, Hawaii 96745

Dear Mr. Conventz:

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

**Applicant:** Klaus D. Conventz, d.b.a.: Baumeister Consulting

**Land Owners:** Klaus W. Strobel and Sabine G. Strobel

**Tax Map Key:** (3) 7-7-007:057

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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 proposed Additional Farm Dwelling Agreement.
2. 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.
3. Written authorization of the landowner 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:

06 712  
Exhibit A

MAY 10 2001

Mr. Klaus D. Conventz  
Baumeister Consulting  
Page 2  
May 4, 2001

(a) Ongoing agricultural activity:

i. None.

(b) Proposed agricultural activity:

i. The planting of 2,420 coffee trees on 4 acres eventually yielding approximately 5,284 lbs. of cherry annually to be processed on site.

5. In support, a Farm Management Agreement with AGRO Resources, Inc., dated February 8, 2001 and an Agricultural Use Application with the Real Property Tax Office have been submitted.

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 family farm dwellings permitted within agricultural parks developed by the State, **or where agricultural activity provides income to the family occupying the dwelling.** (emphasis added)
2. The Farm Plan, evidence in support of proposed agricultural use, and the agreement to use the dwelling for agricultural or farm-related activity on the building site demonstrate that there will be income producing agricultural activity.
3. In addition, the following agencies have submitted their comments as stated below:
  - (a) Department of Water Supply (Memorandum dated April 19, 2001):

“We have reviewed the subject application and have the following information.

The property does not have an existing water service with the Department as it belongs to the Estates of Holualoa, which has a master meter with us. However,

Mr. Klaus D. Conventz  
Baumeister Consulting  
Page 3  
May 4, 2001

additional water is not available to the Estates of Holualoa as their consumption is beyond the master meter's limits. The association will need to increase the master meter to an 8" x 3" compound meter and remit the facilities charge and capital assessment fee payment for additional units of water prior to water being available for this application.

Should there be any questions, please call our Water Resources and Planning Branch at 961-8070."

(b) Real Property Tax Office:

No comments were submitted.

(c) Department of Health (Memorandum dated April 3, 2001):

"The subject lot(s) are located in a Non-Critical Wastewater Disposal Area where cesspools are allowed under the current rules. More than one cesspool is allowed provided 10,000 sq. ft. per cesspool is available. Each cesspool can dispose of 1,000 gallons per day of wastewater."

Decision:

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

1. The second farm dwelling shall only be used to provide shelter for persons 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. All other applicable rules, regulations, and requirements of the Planning Department (including but not limited to the Zoning Code, Chapter 25, Department of Public Works, Department of Water Supply, Fire Department and State Department of Health and other reviewing agencies/divisions listed on the Building Permit Application.

Mr. Klaus D. Conventz  
Baumeister Consulting  
Page 4  
May 4, 2001

4. Your Additional Farm Dwelling Agreement has been approved based primarily on proposed agricultural activity as summarized previously in this letter. It is required that the First Party (owners and lessees) to the Agreement shall have implemented at least 75% of the proposed farm plan within three (3) years of approval of the building permit for the additional farm dwelling. Time extensions and modifications may be allowed by the Second Party (County of Hawaii Planning Department) of the Agreement for good cause shown by First Party.
5. The First Party shall allow the Second Party or its representative to inspect the farm upon reasonable prior notice.

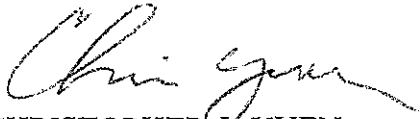
In reference to the Department of Water Supply's comment:

1. Any dwelling not serviced by a County water system should be provided with and maintain a private potable rain-water catchment system with a minimum capacity of 6,000 gallons for domestic consumption or potable uses. This catchment system should adhere to the Department of Public Works, Building Division's "Guidelines for Owners of Rain Catchment Water Systems" as well as the State Department of Health requirements related to water testing and water purifying devices.
2. Any farm dwelling should be provided with and maintain a private water supply system with an additional minimum storage capacity of 3,000 gallons for fire fighting and other emergency purposes. The emergency water supply system, including the necessary compatible connection devices and the location of the water storage unit on the property, should meet with the approval of the Hawaii County Fire Department.

Mr. Klaus D. Conventz  
Baumeister Consulting  
Page 5  
May 4, 2001

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

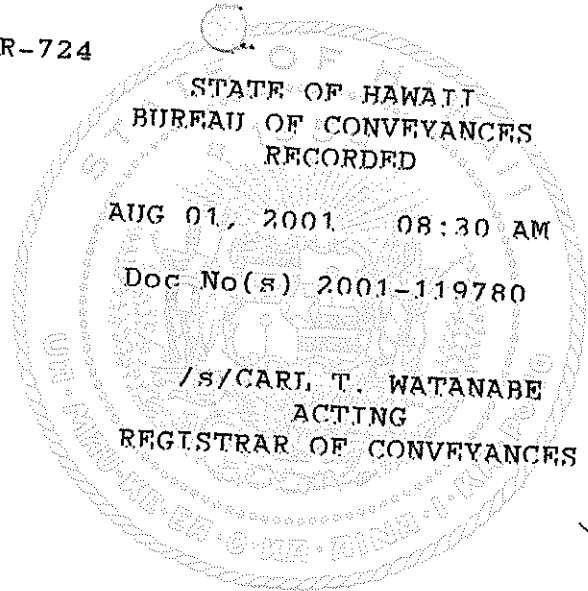
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Enclosure

xc: Mr. Milton Pavao, DWS  
Mr. Mike McCall, RPT  
Planning Department - West Hawaii Office

Exhibit A

R-724



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AFTER RECORDATION, RETURN BY MAIL TO:

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

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TITLE OF DOCUMENT:

**ADDITIONAL FARM DWELLING AGREEMENT**

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PARTIES TO DOCUMENT:

**FIRST PARTY: KLAUS W. STROBEL and SABINE G. STROBEL**

**SECOND PARTY: COUNTY OF HAWAII**

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PROPERTY DESCRIPTION:

**TMK: (3) 7-7-007:057**

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ADDITIONAL FARM DWELLING AGREEMENT

THIS AGREEMENT made and executed this 4<sup>th</sup> day of May, 2001, by and between KLAUS W. STROBEL and SABINE G. STROBEL herein called the "First Party," whose mailing address is 36999 Papaya Street, Newark, CA 94560, 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) 7-7-007:057 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 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.

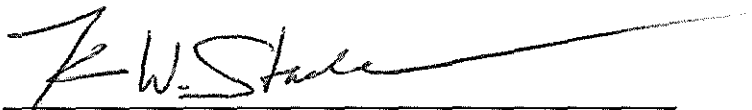
IT IS HEREBY FURTHER AGREED that if the property is situated within the State Land Use Agricultural district, the Second Party may impose a fine of not more than \$5,000 for violation of Section 205-4.5, Hawaii Revised Statutes. If the violation is not corrected within six months of such citation and 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.

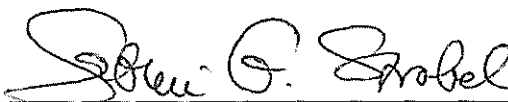


IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

FIRST PARTY:

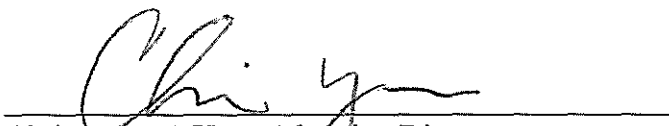


Klaus W. Strobel, Legal Owner



Sabine G.. Strobel, Legal Owner

SECOND PARTY:



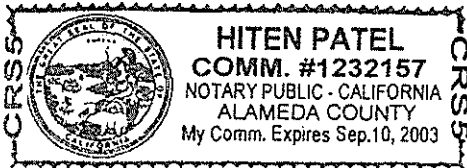
Christopher J. Yuen, Planning Director  
County of Hawaii Planning Department

STATE OF California (HP) HAWAII )  
COUNTY OF Alameda (HP) HAWAII ) SS.

On this 21<sup>st</sup> day of May, 2001 before me personally appeared KLAUS W. STROBEL and \_\_\_\_\_ SABINE G. STROBEL, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Hiten Patel

Notary Public, State of California



My commission expires: 9/10/03

STATE OF HAWAII            )  
  ) SS  
COUNTY OF HAWAII        )

On this 19<sup>th</sup> day of June, 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

My commission expires: 7/17/02

NO MAP