

WHEREAS, Subdivider is the owner of a certain parcel of real property identified in Subdivision File No. _____, incorporated herein by reference and made a part hereof and situate at _____, County of Maui, State of Hawaii, Tax Map Key No. (2) _____, containing an area of approximately _____ acres ("Property"); and

WHEREAS, the Subdivider desires to subdivide the Property in an undertaking known as the _____ Subdivision ("Subdivision"); and

WHEREAS, the Subdivision will contain _____ lots of the following: _____

_____;

and

WHEREAS, the zoning and/or State Land Use Commission classification applicable to the Subdivision is _____; and

WHEREAS, Lot(s) _____ with the area(s) of _____ respectively are Large Lots as defined in Section 18.16.270, Maui County Code, hereinbelow; and

WHEREAS, the County has adopted and is responsible for the enforcement of the ordinance which regulates subdivisions within the County of Maui ("Subdivision Ordinance"); and

WHEREAS, Section 18.16.270, Maui County Code, states:

"18.16.270 Large lots. A. A large lot shall be defined as a parcel of land that is resubdividable into four or more lots within the requirements of title 19.

B. In subdividing tracts into large lots which at some future time are likely to be resubdivided, the director may require that the blocks be of such size and shape, be so divided into lots and contain such building site restrictions as will provide for extension and opening of streets at intervals which will permit a subsequent subdivision of any large lot.

C. For large lots, improvements along adjacent streets may be deferred with the approval of the director; provided, that the subdivider or owner, his heirs and assigns agree to provide deferred improvements upon actual development or future resubdivision of each large lot except, however, that new large lots created by resubdivision may also defer improvements as provided in this section, and observe the following building restrictions:

1. For residential zoned areas, and those areas designated rural and agricultural by the state land use commission, no more than one dwelling per lot is permitted. Utilities such as sewer and electricity will be required for all lots. Water requirements pursuant to the rules and regulations of the department of water supply shall be installed. For large lots, the size of utilities may be based on the minimum requirement for one dwelling per lot; and

2. For business, industrial, hotel and apartment zoned areas, no structures will be built. These restrictions would terminate upon installation of all improvements required by this title. Water requirements pursuant to the rules and regulations of the department of water supply shall be installed."; and

WHEREAS, the Subdivision Ordinance provides for certain requirements which must be met prior to approval of the Subdivision; and

WHEREAS, the Director of Public Works has determined that the Subdivision is a large lot subdivision and improvements for the

Subdivision will be deferred if Subdivider agrees to certain conditions;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed by and between the Subdivider, for Subdivider and Subdivider's heirs, devisees, executors, administrators, personal representatives, successors and assigns, and the County, as follows:

1. That in accordance with Section 18.16.270, Maui County Code, the Subdivider shall provide all deferred roadway, drainage and sewer improvements upon actual development or future subdivision of any of the lots as required by the Director of Public Works, and as stated in the preliminary approval letter from the Director of Public Works to the Subdivider dated the ____ day of _____, 20____, which is attached hereto as Exhibit "A" and by reference is incorporated herein and, in addition, observe the following building restrictions:

- a. For residential, rural or agricultural zoned areas, no more than one dwelling per lot; and
- b. For business, industrial, hotel and apartment zoned areas, no structures will be built.

2. The County shall permit the subdivision process to proceed with respect to the Subdivision.

3. Where there is more than one Subdivider, all obligations of the Subdivider set forth herein shall be joint and several obligations of each Subdivider.

4. The Subdivider does hereby declare that the Property, and all parts thereof, is and shall be held subject to the foregoing covenants, conditions and restrictions and that all of such covenants, conditions and restrictions shall be effective as to and shall run with the land as to the Property from and after the recording of this instrument (the "Agreement") with the Bureau of Conveyances or Land Court of the State of Hawaii, as the case may be, without the execution, delivery or recordation of any further deed, instrument, document, agreement, declaration, covenant or the like with respect thereto by the Subdivider, the County of Maui, or any heir, devisee, executor, administrator, personal representative, successor, or assign, as the case may be, of any of them, that the acquisition of any right, title or interest in or with respect to the Property by any person or persons, entity or entities, whomsoever, shall be deemed to constitute the acceptance of all of the covenants, conditions and restrictions of this Agreement by such person or persons, entity or entities, and that upon any transfer of any right, title or interest in or with respect to the Property the same shall be subject to, and the transferee shall assume and be bound and obligated to observe and perform, all of the covenants, conditions and restrictions of this agreement.

5. This Agreement and all of the covenants, conditions and restriction contained herein shall continue to be effective as

to and run with the land in perpetuity, or until the same is released as to the Property or any part thereof by the County.

6. The term "Subdivider" and any pronoun in reference thereto, wherever used herein, shall be construed to mean the singular or the plural, the masculine or the feminine or the neuter, and vice versa, and shall include any corporation, and shall be held to mean and include the Subdivider, the Subdivider's heirs, devisees, executors, administrators, personal representatives, successors, and assigns.

7. The parties hereto agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all the parties hereto, notwithstanding all the parties are not signatory to the original or the same counterparts.

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

COUNTY OF MAUI:

DEPARTMENT OF PUBLIC WORKS

APPROVED AS TO FORM
AND LEGALITY:

By _____
DAVID C. GOODE
Its Director

Deputy Corporation Counsel
County of Maui

SUBDIVIDER:

For Individual Use Only

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

OR

For Trust/Corporation/
Partnership/Company Use
Only

(Print Name of Trust/Corporation/Partnership/Company)

By _____
(Signature)

Print Name: _____

Its _____
(Title)

By _____
(Signature)

Print Name: _____

Its _____
(Title)

By _____
(Signature)

Print Name: _____

Its _____
(Title)

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this _____ day of _____, 20____, before me personally appeared DAVID C. GOODE, to me personally known, who being by me duly sworn, did say that he is the Director of Public Works of the County of Maui, a political subdivision of the State of Hawaii, and that the seal affixed to the foregoing instrument is the lawful seal of the said County of Maui, and that the said instrument was signed and sealed on behalf of said County of Maui pursuant to Title 18 of the Maui County Code, the Subdivision Ordinance, and the said DAVID C. GOODE acknowledged the said instrument to be the free act and deed of the said County of Maui.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Stamp or Seal]

NOTARY PUBLIC, State of Hawaii
Print Name _____
My commission expires: _____

NOTARY PUBLIC CERTIFICATION	
Doc. Date: _____	# Pages: _____
Notary Name: _____	Judicial Circuit: _____
Doc. Description: _____	

Notary Signature: _____	[Stamp or Seal]
Date: _____	

STATE OF HAWAII)
) SS.
COUNTY OF _____)

On this _____ day of _____, 20____, before me personally appeared _____, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacities.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Stamp or Seal]

NOTARY PUBLIC, State of Hawaii
Print Name _____
My commission expires: _____

NOTARY PUBLIC CERTIFICATION	
Doc. Date: _____	# Pages: _____
Notary Name: _____	Judicial Circuit: _____
Doc. Description: _____	

Notary Signature: _____	[Stamp or Seal]
Date: _____	

STATE OF HAWAII)
) SS.
COUNTY OF _____)

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NOTARY PUBLIC, State of Hawaii
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Notary Name: _____	Judicial Circuit: _____
Doc. Description: _____ _____ _____ _____	[Stamp or Seal]
Notary Signature: _____	
Date: _____	

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COUNTY OF _____)

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Doc. Description: _____ _____ _____ _____	[Stamp or Seal]
Notary Signature: _____	
Date: _____	