

LAND COURT

REGULAR SYSTEM

AFTER RECORDATION RETURN BY:

MAIL

PICK UP

Development Services Administration
County of Maui
250 South High Street
Wailuku, Maui, Hawaii 96793

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TMK (2) _____

Total Number of Pages: _____

Subdivision File No.: _____

AGREEMENT TO DEDICATE UPON DEMAND

WHEREAS, _____

whose address is _____,

(hereinafter "Subdivider"), is the owner of a certain parcel of real property situate at _____, Maui, Hawaii, Tax Map Key No. (2) _____, containing an area of approximately _____ acres (the "Property"); and

WHEREAS, the Subdivider desires to subdivide the Property in an undertaking known as the _____

Subdivision ("Subdivision"); and

WHEREAS, the County of Maui (hereinafter "County") is a political subdivision of the State of Hawaii, which has adopted and is responsible for the enforcement of the ordinance which regulates subdivisions within the County of Maui; and

WHEREAS, Lot _____ ("Road Widening Strip") is a portion of the Property, which lot is more particularly described in Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, the County's approval of the Subdivision is conditioned upon the Subdivider's agreement to dedicate the Road Widening Strip to the County on demand; and

WHEREAS, the Subdivider agrees to dedicate the Road Widening Strip to the County upon demand;

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

1. The Subdivider, and the Subdivider's survivors, heirs, devisees, executors, administrators, personal representatives, successors and assigns agree to dedicate the Road Widening Strip to the County, by warranty deed, free and clear of any liens, encumbrances or encroachments within ninety (90) days after the County's written demand, which lot is more particularly described in Exhibit "A", which is attached hereto and incorporated herein by reference.

2. The Subdivider shall at all times defend, indemnify and hold the County harmless from every and all claims, costs, losses, damages, liabilities, expenses, attorney's fees, penalties, and fines whatsoever which may arise from or be claimed against the County by an person or persons from any injuries to person or property, or damages suffered on or about the Road Widening Strip, prior to dedication of the Road Widening Strip to the County.

3. All obligations of the Subdivider set forth herein shall be joint and several.

4. The Subdivider does hereby declare that the Property, and all parts hereof, 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 Agreement with the Bureau of Conveyances or the 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 any 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, and 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 until the same is released as to the Property or any part thereof by the County.

5. This Agreement shall be recorded by the Subdivider with the State of Hawaii Bureau of Conveyances or the Land Court of the State of Hawaii, as the case may be, with all fees to be paid by the Subdivider.

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 survivors of the Subdivider and their heirs, devisees, executors, administrators, personal representatives, successors, and assigns.

7. That the parties hereto agree that this Agreement 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 on the _____ day of _____, 20__.

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)

COUNTY OF MAUI:

DEPARTMENT OF PUBLIC WORKS

By _____
DAVID C. GOODE
Its Director

APPROVED AS TO FORM
AND LEGALITY:

Deputy Corporation Counsel
County of Maui

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

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: _____	
Date: _____	

[Stamp or Seal]

EXHIBIT "A"

Road Widening Lot
Descriptions to be attached here