

LAND COURT

REGULAR SYSTEM

AFTER RECORDATION, RETURN BY: MAIL (XX) PICKUP ()

Development Services Administration
County of Maui
110 Alaihi Street, Suite 214
Kahului, Maui, Hawaii 96732

S:\ALL\FORMS\Public Works\Agmt Dedicate Upon Demand (rev 02.2020).doc

Tax Map Key No.: (2) _____

Total Number of Pages: _____

Subdivision File No.: _____

AGREEMENT TO DEDICATE UPON DEMAND

WHEREAS, _____

whose address is _____

(hereinafter "Subdivider"), is the owner of that certain parcel of real property located at

_____, Maui, Hawaii, identified by

Tax Map Key No. (2) _____, and 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 ordinances that regulate 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, by entering into this Agreement the Subdivider thereby 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, their survivors, 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, agrees to dedicate the Road Widening Strip to the County, by warranty deed, free and clear of any liens, encumbrances or encroachments, within 90 days after receipt of the County's written

demand, which lot is more particularly described in Exhibit "A", attached hereto and incorporated herein by reference.

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

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

4. The Subdivider hereby declares that the Property is and shall be held subject to the foregoing covenants, conditions and restrictions, and that all 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 or declaration, by the Subdivider, the County, or their successors in interest.

5. 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 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.

6. 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.

7. The term "Subdivider" and any pronoun in reference thereto, wherever used herein, shall be construed to mean the singular or the plural, and shall include any corporation, association, partnership, or other entity, whether incorporated or not, 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.

8. 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 that all the parties are not signatory to the original or the same counterparts.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be duly executed, on the day and year as indicated along with the signatures below.

SUBDIVIDER(S):

For Individual Use Only

Signature: _____

Print Name: _____

Date: _____

Signature: _____

Print Name: _____

Date: _____

OR

**For Trust/Corporation/
Partnership/Company Use only**

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

By: _____
(Signature)

Print Name: _____

Its: _____
(Title)

Date: _____

By: _____
(Signature)

Print Name: _____

Its: _____
(Title)

Date: _____

COUNTY OF MAUI:

By: _____
ROWENA M. DAGDAG-ANDAYA
Its Director of Public Works

Date: _____

APPROVED AS TO FORM
AND LEGALITY:

Deputy Corporation Counsel
County of Maui

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

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

Printed 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 MAUI)

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

Printed 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 MAUI)

On this _____ day of _____, 20____, before me personally appeared ROWENA M. DAGDAG-ANDAYA, to me personally known, who being by me duly sworn, did say that she 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 ROWENA M. DAGDAG-ANDAYA 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

Printed Name: _____

My Commission Expires: _____

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

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

EXHIBIT "A"

Road Widening Lot
Descriptions to be attached here