

APPENDIX MAUI-40

Subdivision Applications County of Maui Department of Public Works Development Services Administration

Permit Packet Includes:

1. Process Overview
2. Subdivision Application
3. Subdivision Processing Guidelines
4. Subdivision Agreement(Large Lots)
5. Subdivision Agreement(Ag Use)
6. Agricultural Subdivision Assessment Application
7. Subdivision Bond
8. Agreement for Allocation of Future Subdivision Potential
9. Agreement for Subdivision Approval
10. Agreement to Dedicate Upon Demand
11. Flexible Design Application
12. Warrant Deed
13. Warranty & Guaranty of Improvements Form

Resources:

- Subdivision Processing Guidelines
- Rules for Flexible Design Standards, MCC, Title 15
- Maui County Code, Title 18

Approval or Permit Required: To approve the subdivision or consolidation of land.

Contact Information: Department of Public Works
Development Services Administration
Subdivision Office
250 S. High St.
Wailuku, HI 96793
Phone: 808-270-7252

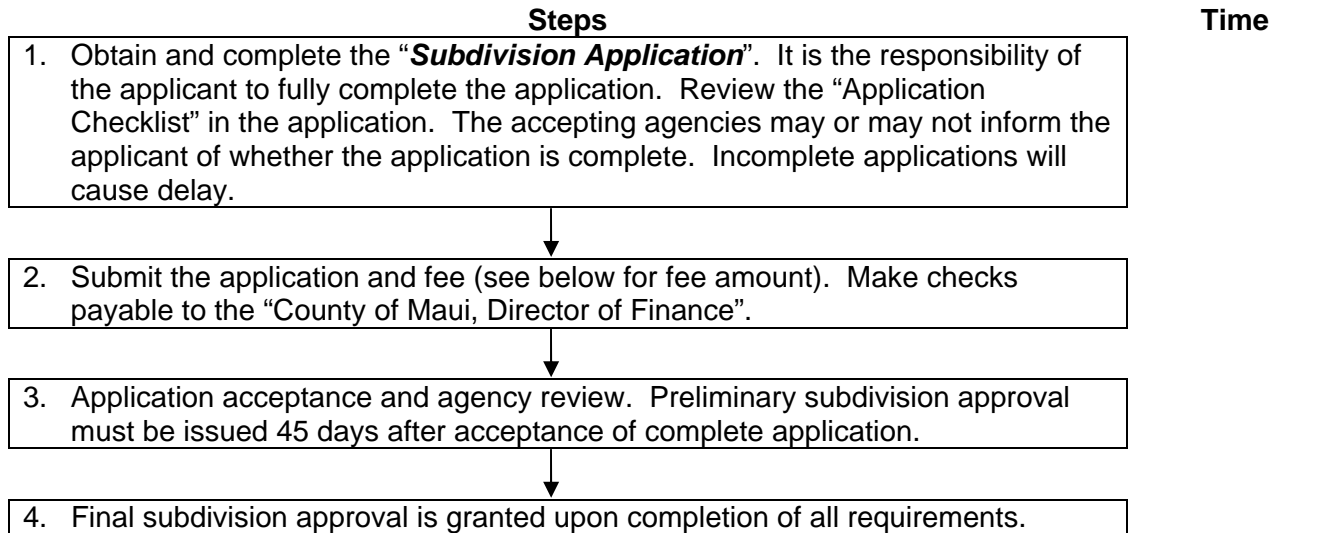
Website: <http://www.co.maui.hi.us/index.aspx?NID=1229>

APPENDIX MAUI-40

Subdivision Applications County of Maui Department of Public Works Development Services Administration

NOTE:

- Refer to the "Subdivision Guidelines" when completing the "Subdivision Application".



Total Time Period: >45 days

| Fees | Amount | Maximum |
|--|---|------------|
| Where subdivision improvements are required, Construction Plan review fee is \$50 per lot. | \$250 + \$50 per development lot | |
| *Applicant pays all notice, publication, and mailing fees. | | |
| Total Fees: | \$350 (minimum) | No maximum |

County of Maui
Department of Public Works
DEVELOPMENT SERVICES ADMINISTRATION
250 S. High Street
Wailuku, Hawaii 96793
(808) 270-7252 FAX: (808) 270-7972

SUBDIVISION APPLICATION

| | |
|--------------------------------------|---|
| Subdivision to be processed through: | Regular System Ordinance 2372 (MCC Section 18.04.020.C) Family Subdivision (MCC Section 18.20.280) Limited Subdivision (MCC Section 18.12.050) |
|--------------------------------------|---|

PROPERTY INFORMATION

Subdivision Name: _____
Tax Map Key(s): _____
Location: _____ Number of Lots: _____ Acreage: _____
Proposed zoning (if different from existing):
State: _____ County: _____ CP: _____

ENGINEER/SURVEYOR

Name: _____
Contact Person: _____
Address: _____

City/State: _____ Zip: _____
Phone: _____ Fax: _____
E-Mail: _____

AGENT (As authorized on sheet no. 4. All
correspondence will be sent to this person.)

Name: _____
Contact Person: _____
Address: _____

City/State: _____ Zip: _____
Phone: _____ Fax: _____
E-Mail: _____

OWNER(S) OF RECORD (Attach additional sheets if more than two owners)

Name: _____
*Address: _____

*City/State: _____ *Zip: _____
*Phone: _____ *Fax: _____
*E-Mail: _____

*Information Optional

Name: _____
*Address: _____

*City/State: _____ *Zip: _____
*Phone: _____ *Fax: _____
*E-Mail: _____

EXPLANATORY INFORMATION

(Attach separate sheet if required)

-
- | | | |
|----|--|---|
| 1. | Covenants and Deed Restrictions: [MCC Section 18.08.080(B)] | Outline attached None proposed |
| 2. | Water System: [MCC Section 18.08.080(D)] | Subdivision will connect to the Department of Water Supply's system Subdivision will utilize a private water system |

For private water system only - Statement of source, quality, and quantity of water:

- | | |
|----|--|
| 3. | Provisions for sewage disposal [MCC Section 18.08.080(E)]: |
| 4. | Provisions for drainage and flood control [MCC Section 18.08.080(E)]: |
| 5. | Parcels of land proposed to be dedicated for public use and the conditions of such dedication [MCC Section 18.08.080(F)]: |
| 6. | Improvements to be made by the subdivider and the approximate time such improvements are to be completed [MCC Section 18.08.080(G)]: |
-

SUPPLEMENTARY INFORMATION

(Attach separate sheet if required)

Responses to the following items are optional only, but may aid in the processing of the application.

1. What research was done to prepare the preliminary plat? (e.g., names of previous subdivisions, subdivision file numbers, separate lot determination, maps, etc.)
2. What is the purpose of this subdivision?
3. Additional information which may aid in the processing of this application (e.g., proposed variances, concurrent subdivisions, etc.)
4. Provide copies of SMA approval letters, change-in-zoning conditions, or other approval letters.

NOTARIZED OWNER'S ACKNOWLEDGMENT/ AUTHORIZATION TO SUBDIVIDE

TMK: (2) _____ Lot No. _____

1. I am aware of and consent to the filing of this application.
2. I confirm that the information provided in this application is true and correct to the best of my knowledge and I assume all responsibility for the truth and validity of this application and all associated exhibits and documents submitted.
3. I agree to allow representatives of the County of Maui to go on or about the subject property for inspection purposes in connection with this application.
4. I confirm that I have uncontested legal ownership of the subject property, without any outstanding rights, reservations or encumbrances which could nullify the intended development and use of this subdivision.
5. If the owner is a corporation, partnership, limited liability company (LLC), governmental agency or other entity, I confirm that I am authorized to act on behalf of the corporation, partnership, LLC, governmental agency or other entity in processing this application.
6. I acknowledge that any potential or existing separate lots, land titles, partitions, previously subdivided lots or other such land units will be consolidated with this subdivision action and upon final subdivision approval only the newly created lot(s) will be recognized.

I (We), the owner(s) of the subject property, do authorize

as my (our) agent(s) to represent me (us) in processing this application and to do any and all acts required to obtain final subdivision approval.

| | | |
|--------------------|------------|------|
| Signature of Owner | Print Name | Date |
|--------------------|------------|------|

| | |
|--|-------|
| Company/Partnership/LLC/Agency/Entity Name | Title |
|--|-------|

| | | |
|--------------------|------------|------|
| Signature of Owner | Print Name | Date |
|--------------------|------------|------|

| | |
|--|-------|
| Company/Partnership/LLC/Agency/Entity Name | Title |
|--|-------|

Attach additional sheets if more than two owners

STATE OF HAWAII)
COUNTY OF _____) SS.

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.

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

STATE OF HAWAII)
COUNTY OF _____) SS.

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.

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

APPLICATION CHECKLIST

ORIGINAL and nine copies of completed application [ORIGINAL and seven copies for applications processed under Ordinance 2372 (MCC Section 18.04.020(C))].

Fifteen copies [eight copies for applications processed under Ordinance 2372 (MCC Section 18.04.020(C))] of the preliminary subdivision plat prepared by a licensed professional engineer or land surveyor. **Maps must be folded to 8 ½" x 11" size.**

Filing fee of \$250.00 plus \$50.00 per developable lot. The filing fee shall be made payable to the "Director of Finance, County of Maui."

Two copies of the current title report(s).

Eight copies of an approved ZONING AND FLOOD CONFIRMATION. Please contact the Department of Planning at (808) 270-7253 if there any questions.

CHECKLIST FOR PRELIMINARY PLATS

| CODE | DESCRIPTION | REQUIREMENTS | SUBMITTED | NONE/ NOT APPLICABLE |
|-----------|-------------------------|--|--|--|
| 18.08.050 | General Information | -Name of Subdivision -Date, North Point & Scale of Drawing -Tax Map Key Numbers -Name & Address of Owner(s)/Engineer or Surveyor -Layout of Lot, Including Area & Measurements -Acreage of Subdivision/No. of Lots | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| 18.08.060 | Existing Conditions | -Location & Names of Existing Roads, Including All Easement and R/W Information -Width of Existing Roads/Access Easements Shown on Plat -Contours Every 2'; 5' if Slope greater than 10% -Existing Use of Property Including Building, Wells, Cisterns, Private Sewage Disposal System, Utility System, Cesspools, etc. -Location of 100 Year Flood Inundation Limits/Gulches -Location of Flood Zones (if other than Flood Zone C) | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| 18.08.070 | Proposed Plan | -Street Location, Proposed Names, Radii of Curves -Width of all Proposed Roads/Access Easements Shown on Plat -Existing & Proposed Easements, Showing Width & Purpose -Lots, Showing Approximate Dimensions, Minimum Lot Size & Lot Numbers -Sites (if any), Allocated for Purpose Other Than Single Family Dwellings -100 Year Flooded Width of Any Existing or Proposed Waterway | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| 18.08.080 | Explanatory Information | -Vicinity Map (Small Scale) -Location of Existing Sewer, WL, Culverts, Drainpipe, Electric & Communication Lines | <input type="checkbox"/> <input type="checkbox"/> | <input type="checkbox"/> <input type="checkbox"/> |

Statement of Accuracy: I confirm that the preliminary plat has been prepared in conformance with Chapter 18.08 (Preliminary Plat), that the above information is true and correct to the best of my knowledge and that I have signed and stamped the preliminary plat.

Engineer's/Surveyor's Signature: _____

Date: _____

SUBDIVISION PROCESSING GUIDELINES

**COUNTY OF MAUI
DEPARTMENT OF PUBLIC WORKS
DEVELOPMENT SERVICES ADMINISTRATION**

REVISED July, 2008

INTRODUCTION

This booklet is intended to provide information on the general requirements and procedures in the processing of subdivisions in the County of Maui.

WORD OF CAUTION! Since the information contained herein is necessarily brief and subject to change, the reader should consult Title 18 (Subdivisions) of the Maui County Code and with each appropriate agency for details and the latest amendments or changes.

If you have any questions, please contact the Subdivision Office, Development Services Administration, Department of Public Works at (808) 270-7252, 250 South High Street, Wailuku, Hawaii, 96793.

APPLICABILITY

Subdivision approval is required:

- ▶ where land is divided into two or more lots for sale, lease, rental, or transfer of title to or interest in;
- ▶ where land is consolidated from two or more lots into one lot;
- ▶ where land is divided, consolidated, or designated in any of the above-mentioned combination;
- ▶ the construction of four or more dwelling units on a lot.

PRELIMINARY SUBMITTAL

- ▶ Fifteen copies of the preliminary map prepared by a Hawaii licensed professional engineer or land surveyor and supplemental information necessary to indicate the general objectives of the subdivision. **Maps shall be folded to 8½" x 11" size. Rolled plans will not be accepted.**
- ▶ Filing fee of \$250.00 plus \$50.00 per developable lot. The filing fee should be made payable to the "Director of Finance, County of Maui."
- ▶ Two copies of the current title report.
- ▶ Original and nine copies of the completed subdivision application form.

PRELIMINARY SUBDIVISION REVIEW

Upon receipt of the initial submittal items, the Development Services Administration may distribute the preliminary maps to the following agencies for review and comment:

- ▶ Department of Public Works, Engineering Division
- ▶ Department of Environmental Management, Wastewater Reclamation Division
- ▶ Department of Water Supply
- ▶ Department of Planning
- ▶ Department of Fire and Public Safety
- ▶ Department of Parks and Recreation
- ▶ Department of Housing and Human Concerns
- ▶ Department of Health, State of Hawaii
- ▶ Department of Transportation, Highways Division, State of Hawaii
- ▶ Department of Land and Natural Resources, State Historic Preservation, Division, State of Hawaii
- ▶ Maui Electric Company

Upon receipt of the requirements from the above agencies, a preliminary subdivision approval is normally issued consisting of a stamped plat, with any revisions to be made noted thereon, and a letter listing the conditions to be met to obtain final subdivision approval.

From the date the preliminary map and supplemental materials are deemed complete and satisfactorily received, the County has 45 calendar days to issue preliminary subdivision approval.

CONSTRUCTION PLANS REVIEW

If preliminary approval is granted and where subdivision improvements are required, construction plans shall be prepared by and bear the stamp of a professional engineer licensed to practice in the State of Hawaii.

Plans shall be in accordance with the current standards of the County and other applicable agencies and shall completely and accurately depict the proposed improvements. It is recommended that the engineers discuss their proposed roadway, drainage, sewer, water and electrical improvements with the respective governmental and regulatory agencies prior to preparation of plans.

The subdivider shall submit ten sets of construction plans to the Development Services Administration for review and distribution. Thereafter, the subdivider will be notified of its approval or any additions, deletions or revisions necessary for approval. The initial submittal shall include three copies of engineering reports (i.e. drainage, soil erosion, sewage, soils investigation, etc.) in support of the project's design and a construction plan review fee of \$50 per lot.

FINAL SUBDIVISION REVIEW

After preliminary subdivision approval is granted, the subdivider shall submit fifteen folded copies of the final map prepared by a Hawaii licensed land surveyor. The maps will be distributed to those agencies that submitted comments or indicated requirements during the preliminary subdivision review process for their recommendation for final approval.

In preparing the final map, the subdivider shall show all information required by the Subdivision Ordinance and shall address all comments noted on the approved preliminary map.

The final plat shall be prepared and completed within one year following approval given on the preliminary map or construction plans. Time extensions may be granted by the Director of the Department of Public Works upon written request by the subdivider or the authorized representative for good cause and within the proper time period as specified by Title 18.

Where subdivision improvements are required, the final approval may be granted:

- ▶ After construction of all the improvements in accordance with the approved construction plans and acceptance by the County and all other agencies, or
- ▶ Prior to the completion and approval of the improvements, the subdivider enters into an Agreement for Subdivision Approval and posts a bond or other acceptable surety covering 100% of the construction cost. Agreement and bond forms are available from the Development Services Administration.

FINAL SUBDIVISION APPROVAL

After receiving acceptable final maps, and upon completion of all other conditions of the preliminary approval letter, final subdivision approval can be granted by the Director of the Department of Public Works.

This consists of a map bearing a final approval stamp and signed by the Director of the Department of Public Works accompanied by a final approval letter.

DEDICATION OF ROADS AND EASEMENTS

If roads or road widening lots are to be dedicated or if easements are to be granted to the County, the subdivider shall provide warranty deeds and easement documents fully executed by the subdivider prior to obtaining final subdivision approval.

The original and one copy, along with a completed State of Hawaii, Exemption From Conveyance Tax form, shall be submitted to the Development Services Administration for review.

The Development Services Administration will submit acceptable deed and easement documents to the Maui County Council for their review and approval. Road maintenance and County services will be provided after the Council's acceptance of roadway dedications.

| LAND COURT | ! | REGULAR SYSTEM |
|--|----------|----------------|
| AFTER RECORDATION, RETURN BY: | MAIL (X) | PICK-UP () |
| Development Services Administration | | |
| County of Maui | | |
| 200 South High Street | | |
| Wailuku, Maui, Hawaii 96793 | | |
| S:\DSA\STANDARD FORMS\Subdivision\Standard Agreements\LargelotsRev0707.wpd | | |

TMK No. (2) _____ Total No. of Pages: _____

Subdivision File No. _____

SUBDIVISION AGREEMENT
(LARGE LOTS)

THIS AGREEMENT is made and entered into this _____ day
of _____, 20_____, by and between _____
_____, whose principal place
of business or residence address is _____
_____ and whose mailing address is _____
_____,
("Owner"), and the COUNTY OF MAUI, through its Department of Public
Works, a body politic and corporate, and a political subdivision of
the State of Hawaii, having its principal place of business and

mailing address at 200 South High Street, Wailuku, Maui, Hawaii 96793.

WHEREAS, Owner 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 Owner 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 of Maui ("County") is a body politic and corporate and 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 ("Subdivision Ordinance"); and

"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 the Department of Public Works has determined that the Subdivision is a large lots subdivision and improvements for the subdivision will be deferred if Owner agrees to certain conditions;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed by and between the Owner, for himself and his 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 Owner 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, County of Maui, and as stated in the preliminary approval letter from the Director of the Department of Public Works to the Owner 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 Owner, all obligations of the Owner set forth herein shall be joint and several obligations of each Owner.

4. The Owner 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 Owner, 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 "Owner" 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 Owner, the Owner'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

By _____
MILTON M. ARAKAWA
Its Director

OWNER:

(Print Name Above)

By _____
Name:
Its

By _____
Name:
Its

By _____
Name:
Its

By _____
Name:
Its

By _____
Name:
Its

By _____
Name:
Its

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 MILTON M. ARAKAWA, 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 MILTON M. ARAKAWA 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.

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

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.

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

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.

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

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.

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

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.

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

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.

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

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.

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

| LAND COURT | ! | REGULAR SYSTEM |
|--|----------|----------------|
| AFTER RECORDATION, RETURN BY: | MAIL (X) | PICK-UP () |
| Department of Planning County of Maui 250 South High Street Wailuku, Maui, Hawaii 96793 | | |
| X:\WP DOCS\PLANNING\SubdivAgrmnt\templates\2009- CC AgUseRev.05.09.wpd | | |

SUBDIVISION AGREEMENT
(AGRICULTURAL USE)

THIS AGREEMENT is made and entered into this _____ day
of _____, 20_____, by and between _____
_____, whose principal place of
business is _____
_____ and whose mailing address is _____
_____, ("Owner"), and the COUNTY
OF MAUI, through its Department of Planning, a body politic and
corporate, and a political subdivision of the State of Hawaii,
having its principal place of business and mailing address at 250
South High Street, Wailuku, Maui, Hawaii 96793.

WHEREAS, Owner 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 Owner 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 Property or a portion of the Property is classified Agricultural by the State Land Use Commission; and

WHEREAS, lots of the Subdivision have been classified by the Land Study Bureau's Detailed Land Classification as Overall (MASTER) Productivity Rating Class _____; and

WHEREAS, under Section 205-5, Hawaii Revised Statutes ("HRS"), the County may allow lot sizes of less than the minimum lot size as specified by law for lots created or used for public, private, and quasi-public utility purposes, or where the County finds that unreasonable economic hardship to the owner or lessee of land cannot otherwise be prevented, or where land utilization is improved.

WHEREAS, Section 205-4.5, Hawaii Revised Statutes,
states:

"Section 205-4.5 Permissible uses within the agricultural districts. (a) Within the agricultural district, all lands with soil classified by the land study bureau's detailed land classification as overall (master) productivity rating class A or B shall be restricted to the following permitted uses:

- (1) Cultivation of crops, including crops for bioenergy, flowers, vegetables, foliage, fruits, forage, and timber;
- (2) Game and fish propagation;
- (3) Raising of livestock, including poultry, bees, fish, or other animal or aquatic life that are propagated for economic or personal use;
- (4) Farm dwellings, employee housing, farm buildings, or activities or uses related to farming and animal husbandry. "Farm dwelling", as used in this paragraph, 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;
- (5) Public institutions and buildings that are necessary for agricultural practices;
- (6) Public and private open area types of recreational uses, including day camps, picnic grounds, parks, and riding stables, but not including dragstrips, airports, drive-in theaters, golf courses, golf driving ranges, country clubs, and overnight camps;
- (7) Public, private, and quasi-public utility lines and roadways, transformer stations, communications equipment buildings, solid waste transfer stations, major water storage tanks, and appurtenant small buildings such as booster pumping stations, but not including offices or yards for equipment, material, vehicle storage, repair or maintenance, treatment plants, corporation yards, or other similar structures;
- (8) Retention, restoration, rehabilitation, or improvement of buildings or sites of historic or scenic interest;
- (9) Roadside stands for the sale of agricultural products grown on the premises;

- (10) Buildings and uses, including mills, storage, and processing facilities, maintenance facilities, and vehicle and equipment storage areas that are normally considered directly accessory to the above-mentioned uses and are permitted under section 205-2(d);
- (11) Agricultural parks;
- (12) Plantation community subdivisions, which as used in this chapter means an established subdivision or cluster of employee housing, community buildings, and agricultural support buildings on land currently or formerly owned, leased, or operated by a sugar or pineapple plantation; provided that the existing structures may be used or rehabilitated for use, and new employee housing and agricultural support buildings may be allowed on land within the subdivision as follows:
 - (A) The employee housing is occupied by employees or former employees of the plantation who have a property interest in the land;
 - (B) The employee housing units not owned by their occupants shall be rented or leased at affordable rates for agricultural workers; or
 - (C) The agricultural support buildings shall be rented or leased to agricultural business operators or agricultural support services;
- (13) Agricultural tourism conducted on a working farm, or a farming operation as defined in section 165-2, for the enjoyment, education, or involvement of visitors; provided that the agricultural tourism activity is accessory and secondary to the principal agricultural use and does not interfere with surrounding farm operations; and provided further that this paragraph shall apply only to a county that has adopted ordinances regulating agricultural tourism under section 205-5;
- (14) Wind energy facilities, including the appurtenances associated with the production and transmission of wind generated energy; provided that the wind energy facilities and appurtenances are compatible with agriculture uses and cause minimal adverse impact on agricultural land;
- (15) Biofuel processing facilities, including the appurtenances associated with the production

and refining of biofuels that is normally considered directly accessory and secondary to the growing of the energy feedstock; provided that biofuels processing facilities and appurtenances do not adversely impact agricultural land and other agricultural uses in the vicinity.

For the purposes of this paragraph:

"Appurtenances" means operational infrastructure of the appropriate type and scale for economic commercial storage and distribution, and other similar handling of feedstock, fuels, and other products of biofuels processing facilities.

"Biofuel processing facility" means a facility that produces liquid or gaseous fuels from organic sources such as biomass crops, agricultural residues, and oil crops, including palm, canola, soybean, and waste cooking oils, grease; food wastes; and animal residues and wastes that can be used to generate energy;

- (16) Agricultural-energy facilities, including appurtenances necessary for an agricultural-energy enterprise; provided that the primary activity of the agricultural-energy enterprise is agricultural activity. To be considered the primary activity of an agricultural-energy enterprise, the total acreage devoted to agricultural activity shall be not less than ninety per cent of the total acreage of the agricultural-energy enterprise. The agricultural-energy facility shall be limited to lands owned, leased, licensed, or operated by the entity conducting the agricultural activity.

As used in this paragraph:

"Agricultural activity" means any activity described in paragraphs (1) to (3) of this subsection.

"Agricultural-energy enterprise" means an enterprise that integrally incorporates an agricultural activity with an agricultural-energy facility.

"Agricultural-energy facility" means a facility that generates, stores, or distributes renewable energy as defined in section 169-91 or renewable fuel including electrical or thermal energy or liquid or gaseous fuels from products of agricultural

activities from agricultural lands located in the State.

"Appurtenances" means operational infrastructure of the appropriate type and scale for the economic commercial generation, storage, distribution, and other similar handling of energy, including equipment, feedstock, fuels, and other products of agricultural-energy facilities; or

- (17) Construction and operation of wireless communication antennas; provided that, for the purposes of this paragraph, "wireless communication antenna" means communications equipment that is either freestanding or placed upon or attached to an already existing structure and that transmits and receives electromagnetic radio signals used in the provision of all types of wireless communications services; provided further that nothing in this paragraph shall be construed to permit the construction of any new structure that is not deemed a permitted use under this subsection.

(b) Uses not expressly permitted in subsection (a) shall be prohibited, except the uses permitted as provided in sections 205-6 and 205-8, and construction of single-family dwellings on lots existing before June 4, 1976. Any other law to the contrary notwithstanding, no subdivision of land within the agricultural district with soil classified by the land study bureau's detailed land classification as overall (master) productivity rating class A or B shall be approved by a county unless those A and B lands within the subdivision are made subject to the restriction on uses as prescribed in this section and to the condition that the uses shall be primarily in pursuit of an agricultural activity.

Any deed, lease, agreement of sale, mortgage or other instrument of conveyance covering any land within the agricultural subdivision shall expressly contain the restriction on uses and the condition, as prescribed in this section that these restrictions and conditions shall be encumbrances running with the land until such time that the land is reclassified to a land use district other than agricultural district.

If the foregoing requirement of encumbrances running with the land jeopardizes the owner or lessee in obtaining mortgage financing from any of the mortgage lending agencies set in the following paragraph, and the requirement is the sole reason for failure to obtain mortgage financing, then the requirement of encumbrances

shall, insofar as such mortgage financing is jeopardized, be conditionally waived by the appropriate county enforcement officer; provided that the conditional waiver shall become effective only in the event that the property is subjected to foreclosure proceedings by the mortgage lender.

The mortgage lending agencies referred to in the preceding paragraph are the Federal Housing Administration, Federal National Mortgage Association, Veterans Administration, Small Business Administration, United States Department of Agriculture, Federal Land Bank of Berkeley, Federal Intermediate Credit Bank of Berkeley, Berkeley Bank for Cooperatives, and any other federal, state or private mortgage lending agency qualified to do business in Hawaii, and their respective successors and assigns.

(c) Within the agricultural district, all lands with soil classified by the land study bureau's detailed land classification as overall (master) productivity rating class C, D, E, or U shall be restricted to the uses permitted for agricultural districts as set forth in section 205-5(b).

(d) Notwithstanding any other provision of this chapter to the contrary, golf courses and golf driving ranges approved by a county before July 1, 2005, for development within the agricultural district shall be permitted uses within the agricultural district.

(e) Notwithstanding any other provision of this chapter to the contrary, plantation community subdivisions as defined in this section shall be permitted uses within the agricultural district, and section 205-8 shall not apply.

(f) Notwithstanding any other law to the contrary, agricultural lands may be subdivided and leased for the agricultural uses or activities permitted in subsection (a); provided that:

- (1) The principal use of the leased land is agriculture;
- (2) No permanent or temporary dwellings or farm dwellings, including trailers and campers, are constructed on the leased area. This restriction shall not prohibit the construction of storage sheds, equipment sheds, or other structures appropriate to the agricultural activity carried on within the lot; and
- (3) The lease term for a subdivided lot shall be for at least as long as the greater of:
 - (A) The minimum real property tax agricultural dedication period of the

county in which the subdivided lot is located; or

(B) Five years.

Lots created and leased pursuant to this section shall be legal lots of record for mortgage lending purposes and shall be exempt from county subdivision standards."

WHEREAS, the Owner acknowledges that Section 205-13, Hawaii Revised Statutes, provides that any person who violates any provision under Section 205-4.5, or any regulation established relating thereto, shall be fined not more than \$5,000; and

WHEREAS, the Department of Planning is charged with the enforcement of said restrictions and conditions by Chapter 205, Hawaii Revised Statutes;

NOW, THEREFORE, for and in consideration of the terms, covenants and conditions hereinafter contained, the parties hereby mutually agree as follows:

1. That Lots of the Subdivision, and all parts thereof, are and shall be held subject to the following covenants, conditions and restrictions, and that all of such covenants, conditions and restrictions shall be effective as to the property from and after the recording of this Agreement with the Bureau of Conveyances of the State of Hawaii 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 respect thereto by the Owner, the County of Maui, or any successor, personal representative, heir 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; and

2. That this Agreement shall be a covenant running with the land and be binding on all present and future owners, lessees and occupants of the Property and anyone claiming under said owners, their heirs, personal representatives, successors and assigns, as owners or occupants thereof or otherwise; and

3. That where there is more than one owner, all obligations of the owner set forth herein shall be joint and severable obligations of each owner; and

4. That Lots of said Subdivision shall be subject to the restriction on uses as prescribed in Section 205-4.5, Hawaii Revised Statutes; and

5. That this Agreement shall be subject to subsequent legislative and administrative amendments and interpretations, which are made to Chapter 205, Hawaii Revised Statutes, and the State Land Use Commission District Regulations; and

6. That this Agreement shall remain in effect so long as the land retains its Agricultural District classification under the State Land Use Commission and the pertinent restrictive provisions of Chapter 205, Hawaii Revised Statutes and the State Land Use Commission District Regulations remain in effect; and

7. That the Owner shall expressly set forth the provisions of this Agreement, the restrictions on uses and the condition as prescribed in Section 205-4.5, Hawaii Revised Statutes, in any deed, lease, agreement of sale or rental agreement to the Property hereafter executed, so as to provide additional notice of said covenants; and

8. That this Agreement shall be recorded by the Owner with the State of Hawaii Bureau of Conveyances or the Land Court of the State of Hawaii, as the case may be, prior to the granting of any permit or approval sought by the Owner, with all fees to be paid by the Owner; and

9. That the Department of Planning shall recommend final subdivision approval provided the Owner complies with all applicable laws; and

10. That all present and future owners, lessees and occupants of the Property hereby grant the Department of Planning the right to enter upon the Property, at reasonable times, to inspect and ensure compliance with the provisions of this Agreement; and

11. That the County of Maui may obtain injunctive relief, or any other available remedy in law or equity, to prevent any violation, or threatened violation, of any of the covenants, conditions, or restrictions in this Agreement; and

12. That the terms and provisions of this Agreement shall be canceled and rendered null and void upon the land being reclassified to a land use district other than agricultural district; and

13. That the term "Owner" wherever used herein, and any pronoun used in place thereof, shall mean and include the singular and the plural, and the use of any general term shall mean and include all genders; and

14. 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 and year first above written.

OWNER:

(print name above)

By _____
name:
Its

By _____
name:
Its

By _____
name:
Its

By _____
name:
Its

By _____
name:
Its

By _____
name:
Its

COUNTY OF MAUI:

DEPARTMENT OF PLANNING

By _____
JEFFREY S. HUNT
Planning Director

APPROVED AS TO FORM
AND LEGALITY:

MICHAEL J. HOPPER
Deputy Corporation Counsel
County of Maui

K:\WP_DOCS\PLANNING\SubdivAgrmnt\templates\2009- _CC_AgUseRev.05.09.wpd

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.

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]

STATE OF HAWAII)
 : SS.
COUNTY OF MAUI)

On this _____ day of _____, 200____, before me personally appeared **JEFFREY S. HUNT**, to me personally known, who, being by me duly sworn, did say that he is the Planning Director 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 by authority of its Charter; and the said **JEFFREY S. HUNT** acknowledged the said instrument to be the free act and deed of said County of Maui.

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

Notary Public, State of Hawaii

Print Name

My commission expires:_____

NOTARY PUBLIC CERTIFICATION

Doc. Date: _____

Pages: _____

Notary Name: _____

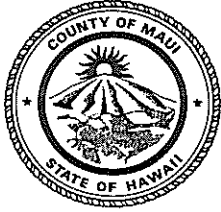
Judicial Circuit: _____

Doc. Description: _____

Notary Signature: _____

Date: _____

[Stamp or Seal]



COUNTY OF MAUI
DEPARTMENT OF PLANNING
250 South High Street,
Wailuku, Hawaii 96793
Telephone: (808) 270-7253
Facsimile: (808) 270-7634
E-mail: planning@co.maui.hi.us

AGRICULTURAL SUBDIVISION ASSESSMENT APPLICATION

SOURCE OF LEGAL AUTHORITY:

Article 11, Hawaii State Constitution;
Hawaii Revised Statutes, Chapter 205;
Maui County Code Chapter 19.30A

APPLICABILITY

No Agricultural Subdivision Application shall be approved unless the Department finds that the Agricultural Subdivision is consistent with the Maui County General Plan, the applicable Community Plan, and the Agricultural District Zoning Ordinance (19.30A Maui County Code).

Land Use Objective 3 of the Maui County General Plan addresses the intent to "preserve lands that are well suited for agricultural pursuits." Part of the intent of Chapter 19.30A is to "Discourage establishment of nonagricultural subdivisions;" to "Preserve and protect agricultural resources;"

This application form shall be used to evaluate subdivisions of land zoned as "agriculture," pursuant to Maui County Code (MCC) Chapter 19.30A, for consistency with the Maui County General Plan, Community Plan and Agricultural Zoning Ordinance.

This application form is not required if confirmation is provided from the Department of Public Works that one of the following exclusions of section 18.04.030 of the Maui County Code applies:

1. Subdivisions created solely for the purpose of dedicating land to the county or for lands otherwise acquired by the county for public purposes;
2. Subdivisions for affordable housing or park purposes where the county is the applicant;
3. Subdivisions created solely for designating roadway or access easements;
4. Consolidations and resubdivisions where no additional developable lots are created; or
5. Large lots in subdivisions containing one or more large lots where the large lot(s) do not conform to or are inconsistent with the aforementioned plans, ordinances, codes, and law, provided that the owners, their heirs, executors, and assigns of the subdivision execute an agreement with the director to have each large lot conform to said plans, ordinances, codes, and laws then in effect upon actual development of the large lot, or future subdivision into lots which do not fall within the large lot definition.

APPLICATION PROCEDURES

Agricultural Subdivision Assessment Applications shall be submitted to the Department of Planning (Department). The Department shall review the application to determine if the application is complete or incomplete. If the application is determined to be complete, the Department shall proceed with the processing of the application. If the application is determined to be incomplete the Department shall give the applicant written notification identifying the portions of the application deemed to be incomplete or request any additional information that is needed to process the

application. Within 30 days of determining the application is complete, the Planning Director shall render a decision in writing.

REQUIRED SUBMITTALS:

(Check boxes to indicate what has been submitted)

- ☐ Documents identifying the owner(s) of the subject parcel of land and legal description of the subject property. The legal description is normally found on the deed or other transfer/conveyance documents.
- ☐ Photographs of the subject parcel.
- ☐ Owner(s) signature on the application.
- ☐ Preliminary subdivision map or sketch.
- ☐ Completed Zoning and Flood Confirmation Request Form (The Department of Planning will verify and sign the form upon approval of this agreement.)
- ☐ Any additional information requested by the Planning Director.

AGRICULTURAL SUBDIVISION ASSESSMENT APPLICATION
APPLICATION FORM

Please print legibly or type the following:

| |
|------------------------------|
| APPLICANT INFORMATION |
|------------------------------|

Please check appropriate box:

- ☐ OWNER
☐ AGENT/CONTACT

OWNER NAME/S:(PRINT) _____

PHONE:(B) _____ (H) _____ (FAX) _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

AGENT/CONTACT:(PRINT) _____

PHONE:(B) _____ (H) _____ (FAX) _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

| |
|-----------------------------|
| PROPERTY INFORMATION |
|-----------------------------|

CURRENT STATE LAND USE DISTRICT BOUNDARY DESIGNATION: _____

COMMUNITY PLAN DESIGNATION: _____

COUNTY ZONING: _____

TAX MAP KEY NO.: _____ CPR/HPR.NO. _____ LOT SIZE: _____

PROPERTY ADDRESS: _____

DESCRIPTION OF PROPOSED ACTION: _____

AGRICULTURAL SUBDIVISION ASSESSMENT APPLICATION
ASSESSMENT INFORMATION

Please print legibly or type the following. Attach additional sheets, as needed. Please be advised that the absence of any of the following information may delay processing.

1. What is the general soil capability and productivity of the site and vicinity Land Study Bureau's Detailed Land Classification and the USDA Soil Survey of Islands of Kauai, Maui, Molokai, and Lanai, State of Hawaii (August 1972)? _____

2. Describe the adequacy of the existing irrigation and water sources for the site? _____

3. If there is currently no available water, describe the adequacy of the proposed irrigation and water sources for the site? _____

4. Is the property currently being used for agriculture?

IF YES

Explain how the proposed subdivision will support the existing and/or diversification of agricultural activities taking place on the subject property. _____

IF NO

Evaluate the agricultural activities that are suitable for the proposed subdivision (consider lot sizes & configurations, soil productivity, water availability, economic feasibility, topography, etc.). _____

Explain how the proposed subdivision will support these agricultural activities? _____

AGRICULTURAL SUBDIVISION ASSESSMENT APPLICATION
ASSESSMENT INFORMATION (CONT.)

5. Provide any proposed Conditions, Covenants or Restrictions (CC&R) to the Planning Department for review. Indicate in writing if there are none proposed. In addition, provide a copy of the current deed and CC & R's for our review. _____

6. How do the proposed lots relate to the current parcel sizes and configurations established in the area? _____

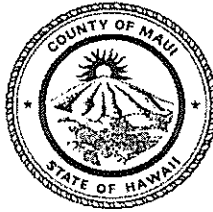
7. Explain how the proposed subdivision supports the specific purpose and intent of Chapter 19.30A (Agricultural District) to "Mitigate rising property values of farm lands to make agricultural use more economically feasible;" _____

8. Provide photographs showing the general characteristics of the subject property.
☐ Attached (please check box if attached)
9. Demonstrate that the proposed project is consistent with specific General Plan and Community Plan policies. (The Maui County General Plan and Community Plans can be purchased from the Maui County Planning Department or found on the County's web site at www.mauicounty.gov) _____

I, _____
(Owners name) acknowledge that the subject property is zoned Agricultural and that Agricultural uses and activities are a principle use within the Agricultural zoning district. By signing this application I agree with the information provided in this Agricultural Subdivision Assessment Application.

Owner's Signature: _____ Date: _____

COUNTY OF MAUI
DEPARTMENT OF PLANNING
Kalana Paku'i Building
250 South High Street
Wailuku, Hawaii 96793



Zoning Administration
and Enforcement Division
Telephone: (808) 270-7253
Facsimile: (808) 270-7634
E-mail: planning@mauicounty.gov

ZONING AND FLOOD CONFIRMATION

| | | | |
|---|--|---|--|
| APPLICANT INFORMATION: <i>(To be completed by Applicant)</i> | | | |
| APPLICANT | | | |
| TELEPHONE | | E-MAIL | |
| PROJECT NAME | | | |
| ADDRESS/LOCATION | | | |
| TAX MAP KEY NO(S) | | | |
| ZONING INFORMATION: <i>(To be completed by ZAED)</i> | | | |
| COMMUNITY PLAN DESIGNTION(S) | | | |
| COUNTY ZONING(S) | | | |
| STATE LAND USE DISTRICT(S) | | | |
| SPECIAL DISTRICT(S) | | | |
| FLOOD INFORMATION: <i>(To be completed by ZAED)</i> | | | |
| FLOOD HAZARD AREA ZONE(S) | | | |
| BASE FLOOD ELEVATION(S) | | mean sea level, 1929 National Geodetic Vertical Datum; or | |
| For Flood Zone AO, FLOOD DEPTH | | | |
| FLOODWAY | <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| FLOOD DEVELOPMENT PERMIT REQUIRED | <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| *For flood hazard area zones B or C; a flood development permit would be required if any work is done in any drainage facility or stream area that would reduce the capacity of the drainage facility, river, or stream, or adversely affect downstream property. | | | |
| FOR COUNTY USE ONLY | | | |
| REMARKS/COMMENTS: | | | |
| <input type="checkbox"/> Additional information required | | <input type="checkbox"/> Information submitted is correct | |
| <input type="checkbox"/> Required for Agricultural Subdivisions | | <input type="checkbox"/> Correction has been made and initialed | |
| Agricultural Assessment RFS No: | | | |
| Reviewed and Confirmed by: | | | |
| | | | |
| (Signature) | | (Date) | |
| For AARON SHINMOTO, Planning Program Administrator Zoning Administration and Enforcement Division | | | |

TMK: (2) _____

Subdivision File No. _____

SUBDIVISION BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____,
whose residence address/principal place of business is _____

and whose post office address is _____
_____, hereinafter called
"Principal", and _____,
whose principal place of business is _____
_____ and whose post
office address is _____
_____, hereinafter called "Surety",
are held and firmly bound unto the COUNTY OF MAUI, hereinafter
called the "Obligee", its successors and assigns, in the full and
just sum of _____
AND ____/100 DOLLARS (\$____), for the payment of which to
said Obligee, its successors and assigns, well and truly to be
made, we do hereby bind ourselves and our respective heirs,
devisees, executors, administrators, personal representatives,
assigns and/or successors, jointly and severally firmly by these
presents.

Signed, sealed, delivered and dated this _____ day of
_____, 20____, at _____.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, Principal, as Subdivider, has submitted for approval to the Director of Public Works of the County of Maui copies of a preliminary plat contained in Subdivision File No. _____ incorporated herein by reference and made a part hereof showing the subdivision of land situate at Tax Map Key No. (2) _____, containing an area of approximately _____, which property is more particularly described in Subdivision File No. _____ ("Property") and known as _____ hereinafter called the "Subdivision"; and

WHEREAS, the preliminary plat has been approved by the Director of Public Works, and construction plans showing details of improvements proposed to be installed or constructed by the Principal within the Subdivision have been submitted to and approved by the Obligee. The construction plans are hereby made a part of this bond, and incorporated herein by reference; and

WHEREAS, the Principal has entered into an agreement with the Obligee, dated the _____ day of _____, 20____, to complete the aforementioned improvements within the Subdivision within the time therein specified, or such extension as may be mutually agreed upon; and, upon default, the Obligee may cause the same to be completed and recover the costs thereof from the principal. The agreement is hereby made a part of this bond, and incorporated herein by reference; and

WHEREAS, the Principal has applied to the Obligee for final approval of the subdivision map for recordation;

NOW, THEREFORE, if the Principal shall fully and faithfully do and perform all of the things agreed by him to be done and performed according to the terms of the agreement and shall construct and install all of the improvements within the Subdivision in accordance with the construction plans therefor on or before the ____ day of _____, 20____, then upon final approval of all said improvements by the Obligee, this obligation shall be void; otherwise, it shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this ____ day of _____, 20____.

PRINCIPAL:

(print name above)

By_____
Name:
Its

By_____
Name:
Its

By_____
Name:
Its

SURETY:

(print name above)

By _____
Name:
Its

By _____
Name:
Its

By _____
Name:
Its

APPROVED AS TO FORM
AND LEGALITY:

Deputy Corporation Counsel
County of Maui

S:\DSA\STANDARD FORMS\Subdivision\Standard Agreements\SubdbondRev0707.wpd(04/03)

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.

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

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.

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

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.

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

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.

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

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.

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

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.

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

| | |
|--|----------------|
| LAND COURT SYSTEM | REGULAR SYSTEM |
| AFTER RECORDATION, RETURN BY: MAIL (X) PICK-UP (X) Development Services Administration County of Maui 250 South High Street Wailuku, Hawai'i 96793 | |
| <small>S:\CLERICAL\NNGIPW\Master Templates\Agmt Allocat Future Subd (rev 06-08).doc</small> | |

TMK NO. (2) _____ Total Number of Pages: _____
 Subdivision File No.: _____

AGREEMENT FOR ALLOCATION OF FUTURE SUBDIVISION POTENTIAL

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between _____, _____, and whose mailing address is _____, _____, (hereinafter "Subdivider"), and COUNTY OF MAUI, through its Department of Public Works, a political subdivision of the State of Hawaii, whose principal place of business and mailing address is 200 South High Street, Wailuku, Hawaii 96793 (hereinafter "County").

The Subdivider is the owner of a certain parcel of real property situate at _____, County of Maui, State of Hawaii, Tax Map Key No. (2) _____, containing an area of approximately _____ acres, which is the subject of the _____, Subdivision File No. _____ (hereinafter "Subject Subdivision").

Section 19.30A.040 of the Maui County Code ("MCC"), requires the Subdivider of land in the agricultural district to allocate the maximum number of lots that may be created when subdividing lands within the agricultural district.

The Director of Public Works, in accordance with Subsection 19.30A.040.A.1, MCC, has determined the maximum number of lots that may be created from the subject parcel is _____, based upon the subject parcel's gross area of _____ acres within the County agricultural district, as certified by the Department of Finance, Real Property Tax Division, in March, 1998, in accordance with Subsection 19.30A.030.G, MCC.

Pursuant to Subsection 19.30A.040.A.2, MCC, the Subdivider hereby declares that the maximum number of future lots that may be created from each new lot created by the Subject Subdivision, is as set forth in Exhibit "A", which is attached hereto and made a part hereof.

The restriction on the number of lots shall not apply to subdivisions identified in Subsections 19.30A.040.B, 19.30A.040.C and Section 19.30A.070, MCC.

The maximum number of future lots for each lot as set forth in Exhibit "A" may be reallocated or transferred among the newly created lots within the Subject Subdivision after review by the Director of Public Works for compliance with Section 19.30A.040, MCC, by executing and recording an Amended Agreement for Allocation of Future Subdivision Potential.

The maximum number of future lots, as established in Exhibit "A", shall be set forth as a covenant in the deed, agreement of sale or other conveyance document to each lot created by the Subject Subdivision.

The provisions of this Agreement shall be a covenant running with the land and shall be binding on all present and future owners, lessees and occupants and anyone claiming under said owners, their heirs, personal representatives, successors and assigns; provided that any of the foregoing may petition for the termination of this Agreement as it applies to a lot that is no longer zoned agricultural district.

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, prior to the granting of any permit or approval sought by the Subdivider, with all fees to be paid by the Subdivider.

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 parties hereto, notwithstanding all parties are not signatory to the original or the same counterparts.

This Agreement shall become effective upon the date of final approval of the Subject Subdivision.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be duly executed on the day and year first indicated above.

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 _____
MILTON M. ARAKAWA
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.

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: _____ | |

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.

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: _____ | |

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.

My commission expires:_____

— 8 —

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.

NOTARY PUBLIC, State of Hawaii.

Print Name: _____

My commission expires:_____

- 9 -

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this _____ day of _____, 20____, before me personally appeared MILTON M. ARAKAWA, 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 MILTON M. ARAKAWA 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.

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: _____ | |

EXHIBIT "A"

TMK PARCEL'S AGRICULTURAL AREA = _____ ACRES

| MINIMUM LOT SIZE | NUMBER OF LOTS ALLOWED PURSUANT TO MCC §19.30A.030(g) |
|------------------|---|
| 2 ACRES | |
| 15 ACRES | |
| 25 ACRES | |
| 40 ACRES | |

ALLOCATION OF LOTS

| MINIMUM LOT SIZE | LOT | LOT | LOT | LOT | LOT | LOT | LOT | LOT | LOT | LOT | LOT | LOT | LOT |
|------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| 2 ACRES | | | | | | | | | | | | | |
| 15 ACRES | | | | | | | | | | | | | |
| 25 ACRES | | | | | | | | | | | | | |
| 40 ACRES | | | | | | | | | | | | | |
| * TOTAL LOT ALLOCATION | | | | | | | | | | | | | |

* A TOTAL LOT ALLOCATION OF ONE (1) INDICATES NO FURTHER SUBDIVISION POTENTIAL.

TMK No. (2) _____

Subdivision File No. _____

AGREEMENT FOR SUBDIVISION APPROVAL

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between _____, whose residence address is _____ and whose mailing address is _____, ("Subdivider"), and the COUNTY OF MAUI, through its DEPARTMENT OF PUBLIC WORKS, and/or its DEPARTMENT OF WATER SUPPLY, ("County").

WHEREAS, the Subdivider has agreed to provide certain improvements for the subdivision of land identified in Subdivision File No. _____ and incorporated herein by reference and made a part hereof and situate at Tax Map Key No. (2) _____, containing an area of approximately _____, ("Property") and known as _____, hereinafter sometimes called the "Subdivision", all in accordance with the rules, regulations, requirements and ordinances of the County of Maui on or before the _____ day of _____, 20____, or such extensions as may be granted by the County; and

WHEREAS, said improvements are more particularly designated on the approved construction plans of the Subdivision, which construction plans are incorporated herein by reference and

made a part hereof; and

WHEREAS, the Subdivider desires to receive final approval of the Subdivision in accordance with the subdivision ordinance of the County of Maui by submitting a surety bond, certified check, or other approved security to guarantee the construction of said improvements;

NOW, THEREFORE, it is hereby agreed by the parties hereto:

1. That the Subdivider shall complete the above-mentioned improvements on or before the _____ day of _____, 20____, in accordance with the above-mentioned Subdivision File No., construction plans and the rules, regulations, requirements and ordinances of the County of Maui and any other applicable laws.

2. That the surety bond, certified check or other approved security in the amount of _____ AND _____/100 DOLLARS (\$_____), which accompanies this Agreement is for the purpose of guaranteeing that the Subdivider shall construct the hereinabove-mentioned improvements.

3. That should the Subdivider fail to complete the work required at the time specified, or such extension as may be granted by the County, the County may cause all required work which is unfinished to be completed and shall recover the full cost and expenses thereof from the parties executing the bond and the

Subdivider, it being understood that in the event such cost and expense exceeds the amount of the bond or other approved security the Subdivider shall be liable for such amount beyond the limit of such bond or other security.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

SUBDIVIDER:

(print name above)

By _____
name:
Its

By _____
name:
Its

By _____
name:
Its

By_____
name:
Its

By_____
name:
Its

By_____
name:
Its

COUNTY OF MAUI:

DEPARTMENT OF PUBLIC WORKS

By_____
MILTON M. ARAKAWA
Its Director

DEPARTMENT OF WATER SUPPLY

By_____
JEFFREY K. ENG
Its Director

APPROVED AS TO FORM
AND LEGALITY:

Deputy Corporation Counsel
County of Maui
S:\DSA\STANDARD FORMS\Subdivision\Standard Agreements\SubdapprRev0707.wpd

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.

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

[illegible]

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.

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

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.

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

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.

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

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.

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

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.

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

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this _____ day of _____, 20____, before me personally appeared MILTON M. ARAKAWA, 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 MILTON M. ARAKAWA 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.

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

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this _____ day of _____, 20_____,
before me appeared JEFFREY K. ENG, to me personally known, who
being by me duly sworn did say that he is the Director of Water
Supply 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 in behalf of said County of Maui
pursuant to rules and regulations of the Department of Water
Supply, and the said JEFFREY K. ENG acknowledged the said
instrument to be the free act and deed of said County of Maui.

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

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

LAND COURT

REGULAR SYSTEM

RETURN BY: MAIL ☒ PICK UP ☐ TO:

TO: Department of Public Works
Development Services Administration
County of Maui
250 South High Street
Wailuku, Maui, Hawaii 96793

NUMBER OF PAGES:

T.M.K. (2) _____

Subdivision File No.: _____

AGREEMENT TO DEDICATE UPON DEMAND

WHEREAS, _____

whose address is _____

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

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

WHEREAS, the County of Maui (hereinafter referred to as the "County") is a body politic and corporate and 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 _____ (hereinafter referred to as the "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 Owner's agreement to dedicate the road widening strip to the County on demand; and

WHEREAS, the Owner 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 Owner, for themselves, the survivors of them and their heirs, devisees, executors, administrators, personal representatives, successors and assigns, and the County, as follows:

1. The Owner, and the Owner'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 Owner 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 Owner set forth herein shall be joint and several.

4. The Owner 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 Owner, 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 Owner 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 Owner.

6. The term "Owner" 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 Owner, the survivors of them 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____.

OWNER:

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 _____
MILTON M. ARAKAWA
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.

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: _____ | |

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.

My commission expires:_____

8

STATE OF HAWAII)
COUNTY OF) SS.

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.

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]

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.

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

10

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this _____ day of _____, 20____, before me personally appeared MILTON M. ARAKAWA, 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 MILTON M. ARAKAWA 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.

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: _____ | |

EXHIBIT "A"

Road Widening Lot
Descriptions to be attached here

County of Maui
Department of Public Works
DEVELOPMENT SERVICES ADMINISTRATION
250 S. High Street
Wailuku, Hawaii 96793
(808) 270-7252 FAX: (808) 270-7972

FLEXIBLE DESIGN APPLICATION

PROPERTY INFORMATION

Subdivision Name: _____

Tax Map Key(s): _____

Location: _____ Number of Lots: _____ Acreage: _____

Proposed zoning (if different from existing):

State: _____ County: _____ CP: _____

ENGINEER/SURVEYOR

AGENT(All correspondence will be sent to this person)

Name: _____

Name: _____

Contact Person: _____

Contact Person: _____

Address: _____

Address: _____

City/State: _____ Zip: _____

City/State: _____ Zip: _____

Phone: _____ Fax: _____

Phone: _____ Fax: _____

E-Mail: _____

E-Mail: _____

OWNER(S) OF RECORD (Attach additional sheets if more than two owners)

Name: _____

Name: _____

*Address: _____

*Address: _____

*City/State: _____ *Zip: _____

*City/State: _____ *Zip: _____

*Phone: _____ *Fax: _____

*Phone: _____ *Fax: _____

*E-Mail: _____

*E-Mail: _____

*Information Optional

NOTARIZED OWNER'S ACKNOWLEDGMENT/ AUTHORIZATION FOR FLEXIBLE DESIGN

1. I am aware of and consent to the filing of this application.
2. I confirm that the information provided in this application is true and correct to the best of my knowledge and I assume all responsibility for the truth and validity of this application and all associated exhibits and documents submitted.
3. I agree to allow representatives of the County of Maui to go on or about the subject property for inspection purposes in connection with this application.
4. I confirm that I have uncontested legal ownership of the subject property, without any outstanding rights, reservations or encumbrances which could nullify the intended development and use of this subdivision.
5. I agree that the County of Maui shall not accept or receive by dedication any improvements for this development that utilized any exception provided by the flexible design standards or any easement for underground improvements unless improved and maintained to the provisions required by the flexible design standard rules.
6. If the owner is a corporation, partnership, limited liability company (LLC), governmental agency or other entity, I confirm that I am authorized to act on behalf of the corporation, partnership, LLC, governmental agency or other entity in processing this application.

Check, if applicable:

- ☐ I (We), the owner(s) of the subject property, do authorize _____
as my (our) agent(s) to represent me (us) in processing this application and to do any and all acts required to obtain flexible design approval and construction.

| | | |
|--------------------|------------|------|
| Signature of Owner | Print Name | Date |
|--------------------|------------|------|

| | |
|--|-------|
| Company/Partnership/LLC/Agency/Entity Name | Title |
|--|-------|

| | | |
|--------------------|------------|------|
| Signature of Owner | Print Name | Date |
|--------------------|------------|------|

| | |
|--|-------|
| Company/Partnership/LLC/Agency/Entity Name | Title |
|--|-------|

STATE OF HAWAII)
COUNTY OF _____) SS.

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.

NOTARY PUBLIC, State of Hawaii.

Print Name _____

My commission expires: _____

[illegible]

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.

NOTARY PUBLIC, State of Hawaii.

Print Name _____

My commission expires: _____

EXPLANATORY INFORMATION

(Attach separate sheet if required)

-
1. Type of approved development: _____

 2. List of requested exemptions:
 - A. M.C.C. Section: _____
Exemption request and proposed improvements:

 - B. M.C.C. Section: _____
Exemption request and proposed improvements:

 - C. M.C.C. Section: _____
Exemption request and proposed improvements:

 - D. M.C.C. Section: _____
Exemption request and proposed improvements:

 - E. M.C.C. Section: _____
Exemption request and proposed improvements:

 - F. M.C.C. Section: _____
Exemption request and proposed improvements:

| LAND COURT | ! | REGULAR SYSTEM |
|-------------------------------|-----------|----------------|
| AFTER RECORDATION, RETURN BY: | MAIL (XX) | PICKUP () |
| TO: COUNTY OF MAUI | | |
| Department of Finance | | |
| 200 South High Street | | |
| Wailuku, Hawaii 96793 | | |

TMK No. (2) _____ Total No. of Pages: _____

Subdivision File No. _____

KNOW ALL MEN BY THESE PRESENTS:

That _____, whose
address is _____,
(hereinafter collectively the "Grantor"), for and in consideration
of the sum of _____ (\$_____) to
Grantor paid by COUNTY OF MAUI, a political subdivision of the
State of Hawaii, with its principal office and mailing address is
200 South High Street, Wailuku, Hawaii 96793, (hereinafter the
"Grantee"), receipt whereof is hereby acknowledged, does hereby
grant, bargain, sell and convey all of that certain property
situate at _____, Maui, Hawaii, more

particularly described in Exhibit "A", attached hereto and incorporated herein by reference, unto the Grantee, as Tenant in Severalty, its legal successors and assigns, forever, including the reversions, remainders, rents, issues and profits thereof and all of the estate, right, title and interests of Grantor, both at law and in equity, therein and thereto.

TO HAVE AND TO HOLD the same, together with all buildings, improvements, tenements, rights, easements, hereditaments, privileges and appurtenances thereto belonging or appertaining, or held and enjoyed in connection therewith unto the Grantee according to the tenancy hereinabove set forth, absolutely and in fee simple, forever.

AND the Grantor hereby covenants with the Grantee that the Grantor is lawfully seized in fee simple of the described real and personal property and that the Grantor has good right to convey the same as aforesaid; that the property is free and clear of all encumbrances, except as may be described in Exhibit "A"; and the Grantor will WARRANT AND DEFEND the same unto Grantee, forever, against the lawful claims and demands of all persons.

It is understood and agreed that the term "property" shall be deemed to mean and include the property specifically described in Exhibit "A", all buildings and improvements thereon (including any personal property described in Exhibit "A") and all rights, easements, privileges and appurtenances in connection therewith, that the terms "Grantor" and "Grantee", as and when used herein, or any pronouns used in place thereof, shall mean and

include the masculine and/or feminine, the singular or plural number, individuals, firms or corporations, that the rights and obligations of the Grantor and Grantee shall be binding upon and inure to the benefit of their respective estates, heirs, personal representatives, successors in trust and assigns and that where there is more than one Grantor or Grantee, any covenants of the respective party shall be and for all purposes deemed to be joint and several.

IN WITNESS WHEREOF, the undersigned have executed this instrument on this _____ day of _____, 20____.

GRANTOR:

By _____
name:
Its

By _____
name:
Its

By _____
name:
Its

By _____
name:
Its

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.

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

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.

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

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.

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

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.

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

WARRANTY AND GUARANTY OF IMPROVEMENTS

IN CONSIDERATION of the COUNTY OF MAUI granting final approval to the _____
(name of subdivision)

Subdivision pursuant to Title 18 of the Maui County Code (the "Subdivision Ordinance"), _____,
(name of subdivider)

hereinafter referred to as "Subdivider", does hereby warrant and guarantee the improvements set forth in the construction plans and specifications, including any modifications made pursuant to the Subdivision Ordinance, approved by the Department of Public Works, which plans and specifications are contained in SUBDIVISION File No. _____ and are incorporated herein by reference and made a part hereof, from any defects in material or workmanship for a period of one year from the date of final approval of improvements.

1. If an unsatisfactory condition or damage develops within said time of this guaranty due to materials or workmanship that are defective, inferior, or not in accordance with the grant of final approval to the subdivision, Subdivider shall, whenever notified by the Director of Public Works (hereinafter called the "Director"), immediately (1) provide and maintain appropriate safety measures and devices to ensure the safety of the public, and (2) place such guaranteed work in a condition satisfactory to the Director and make repairs of all damage to said improvements necessary in the fulfillment of the guaranty.

2. If Subdivider fails to proceed promptly to comply with the terms of any guaranty under this contract or the Subdivision Ordinance of the County of Maui, Subdivider agrees that the County of Maui may have such work performed as the Director considers necessary to fulfill such guaranty. Subdivider shall promptly pay the County of Maui such sums as were expended in fulfilling the guaranty. Everything necessary for the fulfillment of any guaranty shall be done without any expense to the County of Maui.

DATED at Wailuku, Maui, Hawaii, this _____ day of _____, 20____.

SUBDIVIDER:

(print name above)

By_____

Name:
Its

By_____

Name:
Its

STATE OF HAWAII

)
) SS.
)

On this _____ day of _____, 20_____, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument and acknowledged that _____ executed the same as _____ free act and deed.

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

NOTARY PUBLIC, State of Hawaii.

My commission expires:_____

STATE OF HAWAII

)
) SS.
)

On this _____ day of _____, 20_____, before me personally appeared _____ and _____, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

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

NOTARY PUBLIC, State of Hawaii.

My commission expires:_____

STATE OF HAWAII

)
) SS.
)

On this _____ day of _____, 20____, before me personally appeared _____ and _____, to me personally known, who being by me duly sworn, did say that they are the partners of _____, a general partnership organized under the laws of the State of _____ and said _____ acknowledged that they executed the foregoing instrument as their free act and deed as such general partners.

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

NOTARY PUBLIC, State of Hawaii.

My commission expires:_____

STATE OF HAWAII

)
) SS.
)

On this _____ day of _____, 20____, before me personally appeared _____ and _____, to me personally known, who being by me duly sworn, did say that they are the _____ and _____, respectively, of _____, a _____ corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and the said officers acknowledged said instrument to be the free act and deed of said corporation.

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

NOTARY PUBLIC, State of Hawaii.

My commission expires:_____