

THE ORIGINAL OF THE DOCUMENT
RECORDED AS FOLLOWS:
STATE OF HAWAII

BUREAU OF CONVEYANCES

DATE AUG 05 1994 TIME 11:30
DOCUMENT NO. 94-130947

<u>LAND COURT</u>	<u>REGULAR SYSTEM</u>
AFTER RECORDATION, RETURN BY:	MAIL (X) PICK-UP ()
Land Use and Codes Administration	
County of Maui	
200 South High Street	
Wailuku, Maui, Hawaii 96793	

TMK No. 4-5-21: 03 & 09
LUCA File No. 4.680

SUBDIVISION AGREEMENT
SECTION 18.04.030.5 EXCEPTION

THIS AGREEMENT, made and entered into this 19th day of July, 1994, by and between the STATE OF HAWAII HOUSING FINANCE AND DEVELOPMENT CORPORATION ("HFDC"), a body politic and corporate, whose business and mailing address is 677 Queen Street, Honolulu, Hawaii 96813, and the STATE OF HAWAII, by its Board of Land and Natural Resources, a body politic and corporate, whose mailing address is P. O. Box 621, Honolulu, Hawaii, 96809, collectively referred to as the "Subdividers", and the COUNTY OF MAUI, a body politic and corporate, referred to as the "County",

W I T N E S S E T H:

WHEREAS, the Board of Land and Natural Resources represents that it is the fee simple owner of the real property situate at Wahikuli, Lahaina, Maui, Hawaii, identified as Tax Map Keys 4-5-21:03 & 09, and more particularly delineated in Exhibit "A", referred to as the "Property"; and

WHEREAS, the Board of Land and Natural Resources intends to convey a portion of the Property identified in Exhibit "A" attached hereto to the HFDC for the development of the Villages of Leiali'i Master Planned Community upon final large lot subdivision approval; and

WHEREAS, the Subdividers desire to subdivide the Property and have submitted to the County a request for large lot subdivision approval, identified as LUCA File No. 4.680; and

WHEREAS, one or more of the lots within the Subdivision is resubdividable into four or more lots within the requirements of the Maui County Code; and

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

"18.04.030 Administration. This title shall be applied and administered within the framework of the county general plan, community plans, land use ordinances, the provisions of the Maui County Code and other laws relating to the use of land. The director shall not approve any subdivision that does not conform to or is inconsistent with the county general plan, community plans, land use ordinances, the provisions of

the Maui County Code, and other laws relating to the use of land; provided, however, that this prohibition shall not apply to:

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; and
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."

and

WHEREAS, the Director of the Department of Public Works and Waste Management of the County has determined that the Subdivision is a large lot subdivision;

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed by and between the Subdividers, collectively and severally, for themselves, their successors and assigns, and the County, as follows:

1. That in accordance with Section 18.04.030 "Administration", of the Maui County Code, the Subdividers shall have each large lot conform to the County general plan, community plans, land use ordinances, the provisions of the Maui County Code and other laws relating to the use of the land then in effect upon the actual development of the large lot, or future

subdivision into lots which do not fall within the large lot definition.

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

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

4. The Subdividers do 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 Subdividers, the County of Maui, or their successors and assigns, as the case may be, of any of them, that the acquisition of any right, title and 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 restrictions 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 the term "Subdividers" and any pronoun in reference thereto, whenever 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 Subdividers, their successors and assigns.

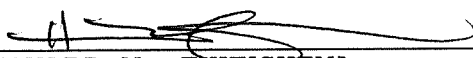
7. The parties hereto agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all the parties hereto, notwithstanding all the parties are not signatory to the original or the same counterparts. For all purposes, including without limitation, recordation, filing and delivery of this instrument duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 10th day of July, 1994.

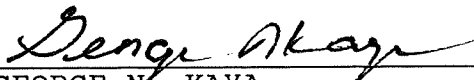
COUNTY OF MAUI:

APPROVED AS TO FORM
AND LEGALITY:

DEPARTMENT OF PUBLIC WORKS
AND WASTE MANAGEMENT



HOWARD M. FUKUSHIMA
Deputy Corporation Counsel
County of Maui



GEORGE N. KAYA
Its Director

SUBDIVIDERS:

APPROVED AS TO FORM:

STATE OF HAWAII
HOUSING FINANCE AND
DEVELOPMENT CORPORATION



Deputy Attorney General



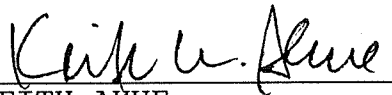
JOSEPH K. CONANT
Its Executive Director


APPROVED AS TO FORM:

STATE OF HAWAII
BOARD OF LAND AND NATURAL
RESOURCES



Deputy Attorney General



KEITH AHUE
Its Chairperson & Member


STATE OF HAWAII

COUNTY OF MAUI

SS.

On this 11th day of JULY, 1994, before me personally appeared GEORGE N. KAYA, to me personally known, who being by me duly sworn, did say that he is the Director of Public Works and Waste Management 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 GEORGE N. KAYA 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.

V.S.

G. Coloma Quemalo

NOTARY PUBLIC, State of Hawaii.

My commission expires: 10/14/96

STATE OF HAWAII

CITY & COUNTY OF HONOLULU

SS.

On this 18th day of July, 1994, before me appeared Don Kawahakui, to me personally known, who, being by me duly sworn, did say that he/she is the Business Management Officer of HOUSING FINANCE AND DEVELOPMENT CORPORATION, a public body and a body corporate and politic of the State of Hawaii; that said instrument was signed on behalf of said Housing Finance & Development Corp. by authority of its Board of Directors; and said officer acknowledged that he/she executed said instrument as the free act and deed of said HOUSING FINANCE & DEVELOPMENT CORP.

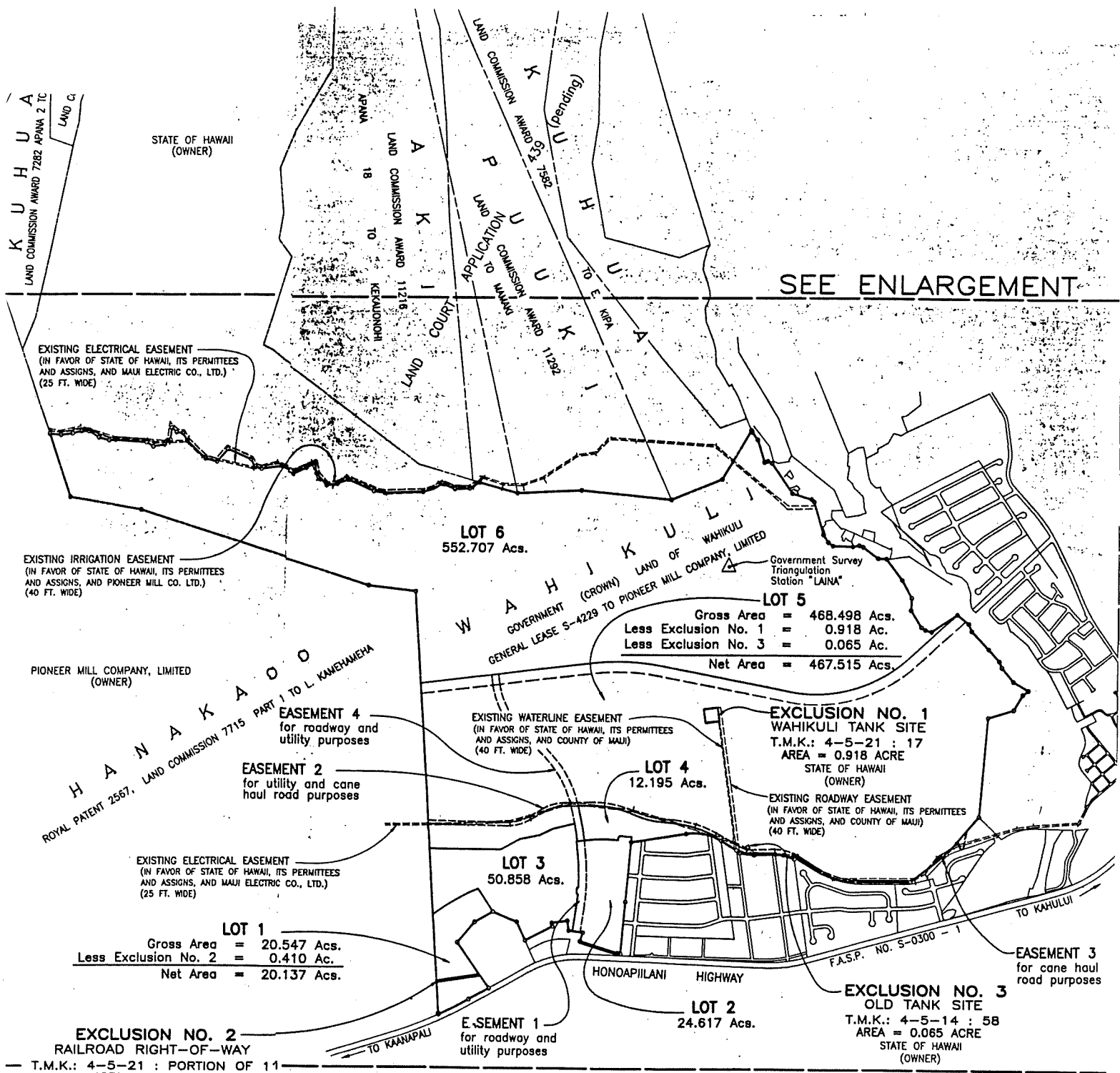
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Jim C. Wood

NOTARY PUBLIC, State of Hawaii.

My commission expires: 7-12-95

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SEE ENLARGEMENT

EXISTING IRRIGATION EASEMENT
(IN FAVOR OF STATE OF HAWAII, ITS PERMITEES
AND ASSIGNS, AND PIONEER MILL CO. LTD.)
(40 FT. WIDE)

PIONEER MILL COMPANY, LIMITED
(OWNER)

HANA KAO
ROYAL PATENT 2567, LAND COMMISSION 7715 PART 1 TO L. KAMEHAMEHA

EASEMENT 4
for roadway and
utility purposes

EASEMENT 2
for utility and cane
haul road purposes

EXISTING ELECTRICAL EASEMENT
(IN FAVOR OF STATE OF HAWAII, ITS PERMITEES
AND ASSIGNS, AND MAUI ELECTRIC CO., LTD.)
(25 FT. WIDE)

LOT 1
Gross Area = 20.547 Acs.
Less Exclusion No. 2 = 0.410 Ac.
Net Area = 20.137 Acs.

EXCLUSION NO. 2
RAILROAD RIGHT-OF-WAY
T.M.K.: 4-5-21 : PORTION OF 11
AREA = 0.410 ACRE
STATE OF HAWAII (OWNER)
GENERAL LEASE NO. S-4270
TO LAHAINA-KAANAPALI AND PACIFIC RAILROAD, LIMITED

LOT 6
552.707 Acs.

W A H I K U L I
GOVERNMENT (CROWN) LAND OF WAHIKULI
GENERAL LEASE S-4229 TO PIONEER MILL COMPANY, LIMITED

Government Survey
Triangulation
Station "LAINA"

LOT 5
Gross Area = 468.498 Acs.
Less Exclusion No. 1 = 0.918 Ac.
Less Exclusion No. 3 = 0.065 Ac.
Net Area = 467.515 Acs.

EXISTING WATERLINE EASEMENT
(IN FAVOR OF STATE OF HAWAII, ITS PERMITEES
AND ASSIGNS, AND COUNTY OF MAUI)
(40 FT. WIDE)

LOT 4
12.195 Acs.

EXCLUSION NO. 1
WAHIKULI TANK SITE
T.M.K.: 4-5-21 : 17
AREA = 0.918 ACRE
STATE OF HAWAII
(OWNER)

EXISTING ROADWAY EASEMENT
(IN FAVOR OF STATE OF HAWAII, ITS PERMITEES
AND ASSIGNS, AND COUNTY OF MAUI)
(40 FT. WIDE)

LOT 3
50.858 Acs.

EASEMENT 1
for roadway and
utility purposes

LOT 2
24.617 Acs.

EXCLUSION NO. 3
OLD TANK SITE
T.M.K.: 4-5-14 : 58
AREA = 0.065 ACRE
STATE OF HAWAII
(OWNER)

EASEMENT 3
for cane haul
road purposes

Exhibit "A"