

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:_____

they executed the foregoing instrument as their free act and deed
as such general partners.

official seal.

NOTARY PUBLIC, State of Hawaii.

My commission expires:

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.

official seal.

NOTARY PUBLIC, State of Hawaii.

My commission expires:_____