

ALAN M. ARAKAWA
Mayor

DAVID C. GOODE
Director

ROWENA M. DAGDAG-ANDAYA
Deputy Director

Telephone: (808) 270-7745

Fax: (808) 270-7975



RECEIVED

2018 OCT -3 AM 9:39

OFFICE OF THE MAYOR

GLEN A. UENO, P.E., P.L.S.
Development Services Administration

CARY YAMASHITA, P.E.
Engineering Division

JOHN R. SMITH, P.E.
Highways Division

COUNTY OF MAUI
**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

200 SOUTH HIGH STREET
WAILUKU, MAUI, HAWAII 96793

October 1, 2018

OFFICE OF THE
COUNTY ENGINEER

2018 OCT -4 PM 2:52

RECEIVED

Honorable Alan M. Arakawa
Mayor, County of Maui
200 South High Street
Wailuku, Hawaii 96793

For Transmittal to:

Honorable Riki Hokama, Chair
Maui County Council
Budget and Finance Committee
200 South High Street
Wailuku, Hawaii 96793

APPROVED FOR TRANSMITTAL


Mayor Date

Dear Chair Hokama:

**SUBJECT: EMERGENCY EVENT: HURRICANE LANE RESPONSE EFFORTS
(BF-165)**

This letter is in response to your September 21, 2018 letter requesting for the subdivision approval and roadway acceptance information for the Kuloli Subdivision in Haiku. Please refer to the requested information below:

- The subdivision number is 2.1833 with final subdivision approval granted on June 6, 1989. A reduced size copy of the approved final subdivision map is provided as Exhibit "A".
- A roadway deed was executed by the Kuloli Partnership on January 5, 1990. Copies of the recorded deed and State of Hawaii Certificate of Title are provided as Exhibit "B".
- A copy of a letter from Maui County Clerk Daryl T. Yamamoto dated August 7, 1991 transmitting copies of the roadway deed for Puu Way which was accepted by the Council of the County of Maui on May 3, 1991 and recorded with the Bureau of Conveyances is provided as Exhibit "C".

If you have any additional questions, please feel free to call me at 270-7845.

Sincerely,


DAVID C. GOODE
Director of Public Works

Attachments

DG/wyk(ED18-1030)

S:\ENG\DESIGN\MISC\Council Response\2018-10-02 R.Hokama (Puu Way).docx

KULOLI SUBDIVISION PHASE III LAND COURT STATE OF HAWAII

LAND COURT APPLICATION 960 SECTION "A"

SUBDIVISION OF LOT 29 AS SHOWN ON MAP 14
INTO LOTS 1 TO 21, INCLUSIVE
AND
DESIGNATION OF THE FOLLOWING EASEMENTS

- EASEMENT 1 AFFECTING LOT 2
- EASEMENT 2 AFFECTING LOT 4
- EASEMENT 3 AFFECTING LOT 6
- EASEMENT 4 AFFECTING LOT 8
- EASEMENT 5 AFFECTING LOT 11
- EASEMENT 6 AFFECTING LOT 12
- EASEMENT 7 AFFECTING LOT 13
- EASEMENT 8 AFFECTING LOT 14
- EASEMENT 9 OVER AND ACROSS LOT 14 AND 15
- EASEMENT 10 AFFECTING LOT 17
- EASEMENT 11 OVER AND ACROSS LOT 20
- EASEMENT 12 OVER AND ACROSS LOT 21

SITUATED AT OPANA, ULUMALU, KEAOLA,
HAMAKUALOA, MAUI, HAWAII

DATE: November 10th 1989

BY: *Edgardo V. Valera*
EDGARDO V. VALERA
REGISTERED LAND SURVEYOR, CERTIFICATE NO. 5076-S
LAND COURT SURVEYOR CERTIFICATE NO. 216

OWNER: KULOLI PARTNERSHIP
OWNER'S CERT. OF TITLE NO. 289,319 / 313,076

FINAL SUBDIVISION APPROVAL

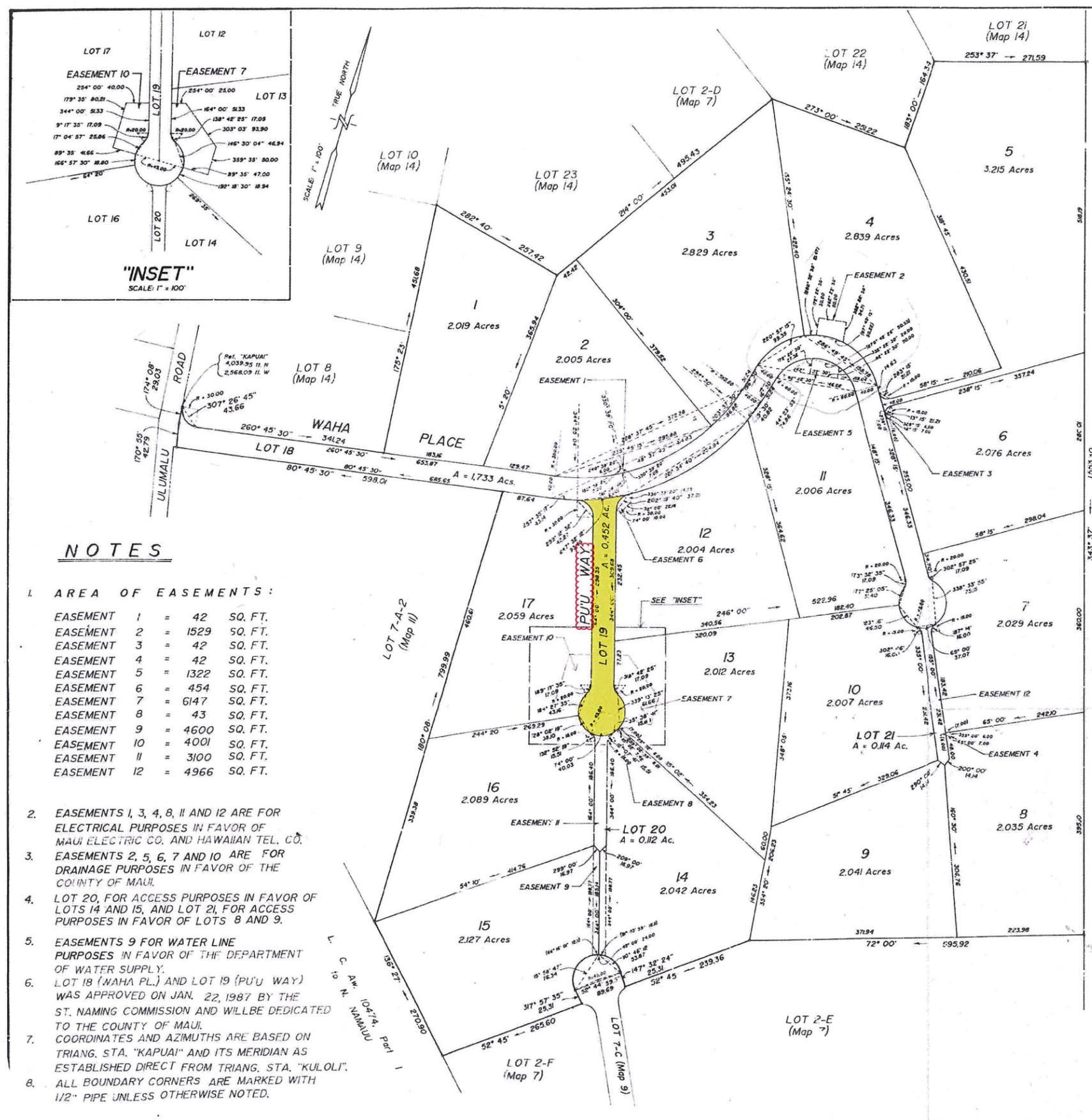
Subdivision number 2-1833
Approved for Recordation with the Bureau of Conveyances and Department of Taxation, State of Hawaii.

Edmund Negami JUN 6 1989
Director of Public Works date

AUTHORIZED AND APPROVED BY ORDER OF THE JUDGE
OF THE LAND COURT DATED
BY ORDER OF THE LAND COURT.

(FOR COUNTY PURPOSES ONLY)
LUCA FILE NO. 21833

REGISTRAR OF THE LAND COURT



NOTES

1. AREA OF EASEMENTS:

EASEMENT 1	=	42	SQ. FT.
EASEMENT 2	=	1529	SQ. FT.
EASEMENT 3	=	42	SQ. FT.
EASEMENT 4	=	42	SQ. FT.
EASEMENT 5	=	1322	SQ. FT.
EASEMENT 6	=	454	SQ. FT.
EASEMENT 7	=	6147	SQ. FT.
EASEMENT 8	=	43	SQ. FT.
EASEMENT 9	=	4600	SQ. FT.
EASEMENT 10	=	4001	SQ. FT.
EASEMENT 11	=	3100	SQ. FT.
EASEMENT 12	=	4966	SQ. FT.
2. EASEMENTS 1, 3, 4, 8, 11 AND 12 ARE FOR ELECTRICAL PURPOSES IN FAVOR OF MAUI ELECTRIC CO. AND HAWAIIAN TEL. CO.
3. EASEMENTS 2, 5, 6, 7 AND 10 ARE FOR DRAINAGE PURPOSES IN FAVOR OF THE COUNTY OF MAUI.
4. LOT 20, FOR ACCESS PURPOSES IN FAVOR OF LOTS 14 AND 15, AND LOT 21, FOR ACCESS PURPOSES IN FAVOR OF LOTS 8 AND 9.
5. EASEMENTS 9 FOR WATER LINE PURPOSES IN FAVOR OF THE DEPARTMENT OF WATER SUPPLY.
6. LOT 18 (WAHA PL.) AND LOT 19 (PU'U WAY) WAS APPROVED ON JAN. 22, 1987 BY THE ST. NAMING COMMISSION AND WILL BE DEDICATED TO THE COUNTY OF MAUI.
7. COORDINATES AND AZIMUTHS ARE BASED ON TRIANG. STA. "KAPUAI" AND ITS MERIDIAN AS ESTABLISHED DIRECT FROM TRIANG. STA. "KULOLI".
8. ALL BOUNDARY CORNERS ARE MARKED WITH 1/2" PIPE UNLESS OTHERWISE NOTED.

KAHANANUI
ELMIRA
MRS.
TO
2
APANA
3430
GRANT

2.1833

ORIGINAL

1837653

OFFICE OF THE STATE REGISTRAR

01 JUL 23 AM 8 57

[Signature]
ON CERTIFICATE

CERTIFICATE NO.

4 3 3 2 4 3

STATE OF HAWAII CONVEYANCE TAX

P.S. JUL 23 '91 10572

000.00

and from which Certificate of Title(s) No(s),
373, 825 has (have) been issued.

LAND COURT SYSTEM

REGULAR SYSTEM

Return by Mail (X) Pickup () To:

Office of the County Clerk
 County of Maui
 200 South High Street
 Wailuku, Hawaii 96793

ROADWAY DEED

(Kuloli Subdivision, Phase III)

THIS INDENTURE made this 5th day of

January, 1990, by and between KULOLI PARTNERSHIP, a Hawaii partnership, having its principal place of business and mailing address at 485 Waiale Drive, Wailuku, Maui, Hawaii 96793, hereinafter referred to as the "GRANTOR", and the COUNTY OF MAUI, 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, hereinafter called the "GRANTEE",

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of ONE AND NO/100 DOLLAR (\$1.00), lawful money of the United

EXHIBIT "B"

States of America, to the Grantor paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto the Grantee, its legal successors and assigns, for roadway and roadwidening purposes, the property described in Exhibit "A" attached hereto and by reference made a part hereof.

AND the reversions, remainders, rents, issues and profits thereof, and all of the estate, right, title and interest of the Grantor, both at law and in equity, therein and thereto.

TO HAVE AND TO HOLD the same, together with all improvements, rights, easements, privileges and appurtenances thereon and thereunto belonging or appertaining or held and enjoyed therewith, unto the Grantee, its legal successors and assigns, forever.

AND the Grantor, for itself and its successors and assigns, hereby covenants and agrees with the Grantee, that the Grantor is lawfully seised in fee simple of the property described in said Exhibit "A", and has good right and lawful authority to sell and convey the same as aforesaid; that said property is free and clear of all encumbrances, subject, however, to the reservations, restrictions, and encumbrances shown on said Exhibit "A", and that the Grantor will WARRANT AND DEFEND the same unto the Grantee as aforesaid, against the lawful claims and demands of all persons whomsoever, except as herein set forth.

EXHIBIT "A"

All of those certain parcels of land situate at Opana, Ulumalu, Keaaula, Hamakualoa, District of Makawao, Island and County of Maui, State of Hawaii, being roadway lots within the Kuloli Subdivision, Phase III, as shown on Map 16, filed with Land Court Application No. 960 (amended) of Libby, McNeill and Libby, described as follows:

Roadway Lot 49, area 1.733 acres, more or less.
(Waa Place)

Roadway Lot 50, area 0.452 acre, more or less.
(Puu Way)

Being portions of the property described in Transfer Certificate of Title No. 321,570 issued to the Grantor.

STATE OF HAWAII CERTIFICATE OF TITLE

Certificate No: 373825

Issued: 07/23/1991

Document No: T-1837653

This Certificate has been certified.
Transferred from Certificate #: 321570

I hereby certify that pursuant to Chapter 501 of the Hawaii Revised Statutes, the REGISTERED OWNER below is the owner in fee simple of the LAND described, subject, however to encumbrances mentioned in Section 501-82 of the Hawaii Revised Statutes and subject also to such exceptions, encumbrances, interests and entries as may appear under ENCUMBRANCES.

/s/ Harriet H. Enrique
Assistant Registrar

REGISTERED OWNER

-COUNTY OF MAUI- a municipal corporation
Wailuku, Maui, Hawaii

LAND

Situate at Hamakualoa, Makawao, Maui

(Waha Place)

LOTS: __ 49, 1.733 acres,

_____ 50, __.452 acres, Map ~~14~~, 16

(Puu Way)

Land Court Application 960 of Libby, McNeill and Libby

TOGETHER WITH an easement for drainage across Easements 2, 5, 6, 7 and 10

ENCUMBRANCES/MEMORIALS

<u>Lot/Unit or Int.(%)</u>	<u>Document #</u>	<u>Instrument</u>	<u>In Favor Of / Terms</u>	<u>Certified</u>
	T 1553347	MTG	GECC Financial Corporation	
	T 1808445	GRANT	Maui Electric Company, Limited >E Hawaiian Telephone Co Inc; SUBJECT to A/Sec 1808446 &1808447, Lot 49 Perpetual covenants in Doc 1573474, amended by Docs 1581609 &1600555	

***** End of Memorials *****

DARYL T. YAMAMOTO
County Clerk

MYLES H. INOKUMA
Deputy County Clerk



RECEIVED

1991 AUG -7 PM 4:40

'91 AUG -8 A10:45

OFFICE OF THE MAYOR OFFICE OF THE COUNTY CLERK

COUNTY OF MAUI
200 SOUTH HIGH STREET
WAILUKU, HAWAII 96793

August 7, 1991

DEPT OF	Info	Action	Unit	See Me	Comments	Copy	File
PUBLIC WORKS							
DIRECTOR	<input checked="" type="checkbox"/>	<input type="checkbox"/>					
DEP. DIR.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PERS.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STAFF OF	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LUCA	<input checked="" type="checkbox"/>	<input type="checkbox"/>					
WW RECL.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SOLID W.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ENGR.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HWYS.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SECTY.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Return to: _____
By: _____ Date: 8/7

Honorable Linda Crockett Lingle
Mayor, County of Maui
Wailuku, Hawaii 96793

APPROVED FOR TRANSMITTAL

For transmittal to:

Linda Crockett Lingle 8/7/91

Mayor Date

Mr. George N. Kaya
Director of Public Works
County of Maui
Wailuku, Hawaii 96793

Dear Sir:

SUBJECT: KULOLI SUBDIVISION, PHASE III,
HAIKU, MAUI, TMK: 2-8-02:113 & 114

Transmitted herewith are three copies of each of the following documents which were accepted by the Council of the County of Maui on May 3, 1991 and have been recorded with the Bureau of Conveyances:

1. Storm Drainage Easement document granted by Kuloli Partnership; and
2. Roadway Deed for Waha Place and Pu'u Way granted by Kuloli Partnership.

Very truly yours,

Daryl T. Yamamoto
DARYL T. YAMAMOTO
County Clerk

/jym

Enclosure

(OCC No. 2832/PW No. 2.1833)

EXHIBIT "C"

mail

1837654

JUL 23 1991

8:58 AM

LAND COURT SYSTEM

REGULAR SYSTEM

Return by Mail (X) Pickup () To:

Office of the County Clerk
County of Maui
200 South High Street
Wailuku, Hawaii 96793

STORM DRAINAGE EASEMENT
(Kuloli Subdivision, Phase III)

KNOW ALL MEN BY THESE PRESENTS:

That KULOLI PARTNERSHIP, a Hawaii partnership, having its principal place of business and mailing address at 485 Waiale Drive, Wailuku, Maui, Hawaii 96793, hereinafter called the "GRANTOR", in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable consideration to it paid by the COUNTY OF MAUI, a body politic and corporate, and a political subdivision of the State of Hawaii, having its principal office and mailing address at 200 South High Street, Wailuku, Maui, Hawaii 96793, hereinafter called the "GRANTEE", the receipt whereof is hereby acknowledged, does hereby, subject to the restrictions and conditions hereinafter contained, grant and

convey unto the Grantee, and its legal successors and assigns, a nonexclusive easement to be exercised and enjoyed by the Grantee, its legal successors and assigns, to construct, reconstruct, maintain, operate, repair and remove a storm drainage system, including underground culverts with manholes and other equipment and appurtenances under and across the easements, more particularly described in Exhibit "A" attached hereto and by reference made a part hereof, hereinafter called "easement areas".

TOGETHER WITH the right of ingress to and egress from said easement areas, for all purposes in connection with the rights hereby granted, and together also with the right to construct, install, maintain, operate, repair, replace, remove, and record in said easement areas, such underground culverts, manholes and other equipment and appurtenances as said Grantee, its legal successors and assigns, shall deem necessary from time to time.

The foregoing grant is made upon the following restrictions and conditions, which restrictions and conditions shall be binding upon the Grantee and its legal successors and assigns:

(1) Waste and unlawful, improper or offensive use of premises. The Grantee shall not commit, suffer or permit to be committed any waste, nuisance, strip or unlawful, improper or offensive use of said easement areas, or any part thereof.

(2) Use and restoration of premises. The Grantee shall use due care and diligence to operate and maintain said storm drainage system in good and safe condition and manner and will exercise its rights hereunder within the easement areas in such manner as to occasion as little interference as reasonably necessary with the use of said easement areas by the Grantor, and that after construction or reconstruction of the storm drainage system or any repair work thereon has been completed, the surface of the ground shall be restored to its original condition to the extent that such restoration is reasonably possible.

(3) Termination. If the Grantee shall at any time in the future remove the storm drainage system from the easement areas and shall for a period of TWO (2) YEARS thereafter fail to restore or reinstall said storm drainage system, then and in such event the easement granted as to the areas devoted to such facility shall terminate if upon request of the Grantor, the Grantee submits an affidavit (1) stating the reason for cessation of use, if applicable, and (2) stating in said affidavit Grantee's intended use or abandonment thereof, or in the alternative, the Grantor shall notify the Grantee by certified mail in not less than 30 days of its intention to file a statement of abandonment or cessation of use in order to effectuate the cancellation of this grant of easement as to such abandoned or unused areas.

(4) Use by Grantor. The Grantor shall not at any time during the continuance of this easement erect any building foundations of any kind below the surface of the easement areas, or at any time plant any tree or hedge, or erect any building, or structure of any kind, other than roads, walks, curbs or appurtenances thereof, above the surface of the present level within said easement areas, unless the Grantor receives prior written approval from the Director of the Department of Public Works, County of Maui, to erect said building foundation, structure, or building, or to plant said tree or hedge; provided, however, that this provision shall not prevent the Grantor from constructing and maintaining roadways within said easement areas or from laying, constructing, operating, maintaining, repairing or removing its own water pipelines, conduits or drains below the surface of said easement areas, provided that such water pipelines, conduits or drains do not interfere with the exercise by the Grantee of the rights herein granted; provided, further, however, that notwithstanding and irrespective of any prior written approval of the Director, Grantor shall defend, indemnify, and hold harmless Grantee from and against any and all damage, including loss to persons or property, and damage to Grantee's storm drainage system or other appurtenances in said easement areas, resulting or arising from Grantor's erection of said building foundation, building, or structure, from Grantor's planting of said hedge or tree, from Grantor's construction and

maintenance of roadways, or from Grantor's construction, operation, maintenance, repair or removal of its own water pipelines and conduits in said easement areas.

(5) Indemnity. The Grantor shall indemnify and save harmless Grantee, its legal successors and assigns, against loss or damage to the property of the Grantee or to the property of others and from liability for injury to or death of persons in the manner provided by law when and to the extent such loss, damage, injury, or death proximately results from the negligence of Grantor, its successors or assigns.

The Grantee shall indemnify and save harmless Grantor, its successors and assigns, against loss or damage to the property of Grantor or to the property of others and from liability for injury to or death of persons in the manner provided by law when and to the extent such loss, damage, injury or death proximately results from the negligence of Grantee, its legal successors and assigns.

TO HAVE AND TO HOLD the same unto the Grantee and its legal successors and assigns, subject to the conditions hereinabove set forth.

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this 9th day of April, 1991,
before me appeared LINDA CROCKETT-LINGLE, to me personally
known, who, being by me duly sworn, did say that he is the
Mayor of the County of Maui, a body politic and corporate, and
a political subdivision of the State of Hawaii, and that the
seal affixed to the foregoing instrument is the lawful seal of
said County of Maui and that said instrument was signed and
sealed on behalf of said County of Maui by authority of its
Council, and said LINDA CROCKETT-LINGLE acknowledged said
instrument to be the free act and deed of said County of Maui.

Linda K. Partridge
Notary Public, State of Hawaii

My commission expires: 10/19/94

LS

019/esmt3

EXHIBIT "A"

All of those certain portions of land situate at Opana, Ulumalu, Keaaula, Hamakualoa, District of Makawao, Island and County of Maui, State of Hawaii, being easements within the Kuloli Subdivision, Phase III, as shown on Map 16, filed with Land Court Application No. 960 (amended) of Libby, McNeill and Libby, described as follows:

Easement 2, area 1,528 square feet, affecting Lot 35 of said subdivision, for drainage purposes.

Easement 5, area 1,322 square feet, affecting Lot 42 of said subdivision, for drainage purposes.

Easement 6, area 454 square feet, affecting Lot 43 of said subdivision, for drainage purposes.

Easement 7, area 6,436 square feet, affecting Lot 44 of said subdivision, for drainage purposes.

Easement 10, area 4,007 square feet, affecting Lot 48 of said subdivision, for drainage purposes.

Being portions of the property described in Transfer Certificate of Title No. 321,570 issued to the Grantor.

1837653

JUL 23 1991

373,825

LAND COURT SYSTEM

REGULAR SYSTEM

Return by Mail (X) Pickup () To:

Office of the County Clerk
County of Maui
200 South High Street
Wailuku, Hawaii 96793

ROADWAY DEED

(Kuloli Subdivision, Phase III)

THIS INDENTURE made this 5th day of

January, 1990, by and between KULOLI PARTNERSHIP, a Hawaii partnership, having its principal place of business and mailing address at 485 Waiale Drive, Wailuku, Maui, Hawaii 96793, hereinafter referred to as the "GRANTOR", and the COUNTY OF MAUI, 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, hereinafter called the "GRANTEE",

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of ONE AND NO/100 DOLLAR (\$1.00), lawful money of the United

States of America, to the Grantor paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto the Grantee, its legal successors and assigns, for roadway and roadwidening purposes, the property described in Exhibit "A" attached hereto and by reference made a part hereof.

AND the reversions, remainders, rents, issues and profits thereof, and all of the estate, right, title and interest of the Grantor, both at law and in equity, therein and thereto.

TO HAVE AND TO HOLD the same, together with all improvements, rights, easements, privileges and appurtenances thereon and thereunto belonging or appertaining or held and enjoyed therewith, unto the Grantee, its legal successors and assigns, forever.

AND the Grantor, for itself and its successors and assigns, hereby covenants and agrees with the Grantee, that the Grantor is lawfully seised in fee simple of the property described in said Exhibit "A", and has good right and lawful authority to sell and convey the same as aforesaid; that said property is free and clear of all encumbrances, subject, however, to the reservations, restrictions, and encumbrances shown on said Exhibit "A", and that the Grantor will WARRANT AND DEFEND the same unto the Grantee as aforesaid, against the lawful claims and demands of all persons whomsoever, except as herein set forth.

IN WITNESS WHEREOF, the Grantor has caused these presents to be duly executed on the day and year first above written.

KULOLI PARTNERSHIP

Approved as to Form:
CARL SMITH, WICHMAN,
CASE, MUKAI AND ICHIKI
By Paul M. Ueda

By Hilton H. Unemori
Print
Name: Hilton H. Unemori
Its General Partner

By Jeanne Skog
Print
Name: Jeanne Skog
Its General Partner

APPROVED AS TO FORM
AND LEGALITY:

Robert K. Kekuna, Jr.
DEPUTY CORPORATION COUNSEL
COUNTY OF MAUI ROBERT K. KEKUNA, JR.
~~PAUL L. HORIKAWA~~
STATE OF HAWAII)
COUNTY OF MAUI) SS.

On this 5th day of January, 1990,
before me appeared Hilton H. Unemori and
Jeanne Skog, to me personally known,
who, being by me duly sworn, did say that they are the General
Partners of KULOLI PARTNERSHIP, a partnership formed under the
laws of the State of Hawaii; that said instrument was signed on
behalf of said partnership by authority of said partnership,
and said General Partners acknowledged the said instrument to
be the free act and deed of said partnership.

Paul M. Ueda
Notary Public, State of Hawaii

My commission expires: 3-23-91

EXHIBIT "A"

All of those certain parcels of land situate at Opana, Ulumalu, Keaaula, Hamakualoa, District of Makawao, Island and County of Maui, State of Hawaii, being roadway lots within the Kuloli Subdivision, Phase III, as shown on Map 16, filed with Land Court Application No. 960 (amended) of Libby, McNeill and Libby, described as follows:

Roadway Lot 49, area 1.733 acres, more or less.

Roadway Lot 50, area 0.452 acre, more or less.

Being portions of the property described in Transfer Certificate of Title No. 321,570 issued to the Grantor.