

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
Land Division
Honolulu, Hawaii 96813

January 27, 2012

Board of Land and Natural Resources
State of Hawaii
Honolulu, Hawaii

PSF No.: 11OD-215

Oahu

Consent to the Assignment and Amendment of Grant of Non-Exclusive Easement to John and Jenny Dooling, Assignor, to Chin Onn Choo, Assignee, Makiki, Honolulu, Oahu, Tax Map Key: (1) 2-5-019 :009 portion.

APPLICANT:

John P. Dooling and Jenny L. Dooling, as Assignor, Chin Onn Choo, Tenant in Severalty, as Assignee.

LEGAL REFERENCE:

Section 171-6, 13, and 36(a)(5), Hawaii Revised Statutes, as amended.

LOCATION:

Portion of lands situated at Makiki, Honolulu, Oahu, identified by Tax Map Key: (1) 2-5-019:009, as shown on the attached map labeled Exhibit 1.

EASEMENT AREAS:

Residential Easement:	31 square feet
Walkway Easement	423 square feet
Garage Easement	291 square feet
Total Area:	745 square feet, more or less.

TRUST LAND STATUS:

Section 5(b) lands of the Hawaii Admission Act

DHHL 30% entitlement lands pursuant to the Hawaii State Constitution: No

CHARACTER OF USE:

Right, privilege and authority to construct, use, maintain and repair the residence, roadway, and walkway.

TERM OF EASEMENT:

Perpetual

RECOMMENDED PREMIUM:

Not applicable as the easement does not allow for a premium.

DCCA VERIFICATION:

The Assignee is a landowner and as such, is not required to register with DCCA.

REMARKS:

On June 10, 1996, the subject easement was recorded in the Bureau of Conveyances between the State of Hawaii, as the Grantor, and Kelly M. Vitousek, Trustee under the unrecorded Revocable Living Trust Agreement dated April 25, 1990, as the Grantee. The easement is filed in the Department as Land Office Deed No. S-28156.

On April 16, 2010, the assignment of the subject easement was recorded in the Bureau of Conveyances between Kelly M. Vitousek, Trustee under the unrecorded Revocable Living Trust Agreement dated April 25, 1990, as the Grantor, to John and Jenny Dooling, as the Grantee.

On October 28, 2011, a warranty deed was recorded in the Bureau of Conveyances as Document 2011-178053, between John P. Dooling and Jenny L. Dooling, as Grantor, and Chinn Onn Choo, as the Grantee. The subject easement was included within the warranty deed.

For purposes of this request, staff recommends that the Board consent to the assignment of the subject easement from John P. Dooling and Jenny L. Dooling, as Grantor, to Chinn Onn Choo, as the Grantee. Further, in the event of any further changes to the ownership of the privately owned property, staff also recommends that the Board amend the subject easement to inure to the benefit of the private property, to eliminate the consent needed from the Board regarding any future assignment(s).

The proposed Assignee has not had a lease, permit, easement or other disposition of State lands terminated within the last five years due to non-compliance with such terms and conditions.

The subject request is for housekeeping purposes. Therefore, staff did not conduct a request for comments to governmental agencies regarding the subject matter.

There are no other pertinent issues that staff is aware of. Staff now brings the subject request to the Board for its approval.

RECOMMENDATION: That the Board

- A. Consent to the assignment of Grant of Non-Exclusive Easement filed as Land Office Deed No. S-28156 from John P. Dooling and Jenny L. Dooling, as Assignor, to Chinn Onn Choo, as Assignee, subject to the following:
1. The standard terms and conditions of the most current consent to assignment form, as may be amended from time to time;
 2. Review and approval by the Department of the Attorney General; and
 3. Such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.

- B. Amend the Grant of Non-Exclusive Easement filed as Land Office Deed No. S-28156 by adding the following condition:

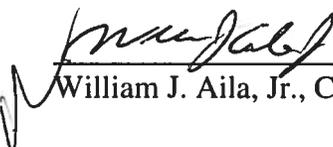
“The easement shall run with the land and shall inure to the benefit of the real property described as Tax Map Key: (1) 2-5-017:004, provided however,; (1) it is specifically understood that the easement shall immediately cease to run with the land upon expiration or other termination or abandonment of the easement; and (2) if and when the easement is sold, assigned, conveyed, or otherwise transferred, the Grantee shall notify the Grantee’s successors or assigns of the insurance requirement in writing, separate and apart from this easement document.”

Respectfully Submitted,

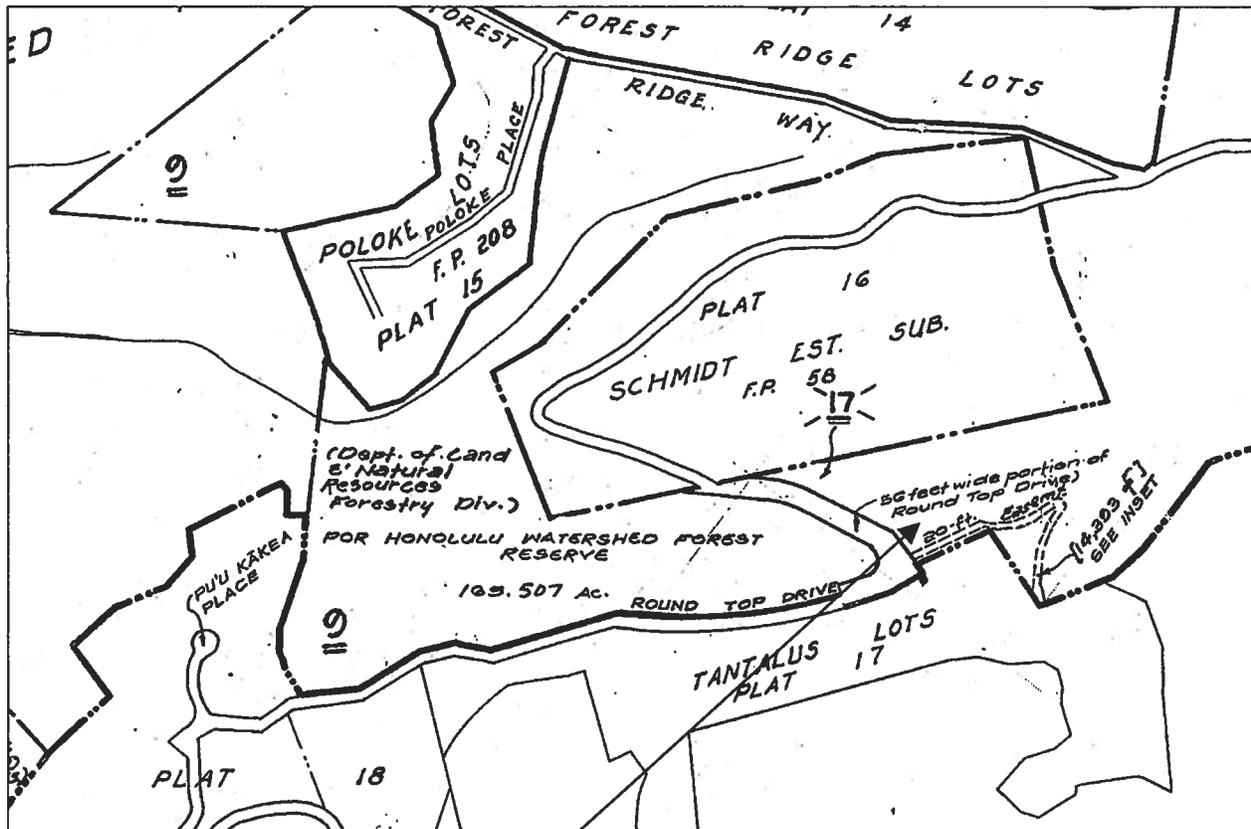


Timmy Chee
Land Agent

APPROVED FOR SUBMITTAL:



William J. Aila, Jr., Chairperson



SUBJECT PARCEL

TAX MAP KEY: (1) 2-5-019:009 portion

EXHIBIT 1