

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

August 10, 2012

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

PSF No.: 12od-091

OAHU

Authorize Termination of Easement for Pedestrian Right of Way in favor of the State of Hawaii and Removal of Remaining Steel Girders at the Location, The Rehabilitation Hospital of the Pacific, Applicant; Honolulu, Oahu, Tax Map Key: (1) 1-7-014:portion of 042

APPLICANT:

The Rehabilitation Hospital of the Pacific, a domestic nonprofit corporation

LEGAL REFERENCE:

Section 171-6, Hawaii Revised Statutes, as amended.

LOCATION:

Pedestrian right of way, designated as Easement 3 as shown on Land Court Application No. 1207, Map 6, in favor of the State of Hawaii situated at Honolulu, Oahu, identified by Tax Map Key: (1) 1-7-014:portion of 042, as shown on the attached map labeled Exhibit A.

AREA:

566 square feet, more or less.

ZONING:

State Land Use District: Urban  
City & County of Honolulu LUO: R-5

TRUST LAND STATUS:

Private land. Not applicable.

CURRENT USE STATUS:

Portion of parking lot

DCCA VERIFICATION:

Place of business registration confirmed:	YES <u>x</u>	NO <u>  </u>
Registered business name confirmed:	YES <u>x</u>	NO <u>  </u>
Applicant in good standing confirmed:	YES <u>x</u>	NO <u>  </u>

CONSIDERATION

Not applicable

APPLICANT REQUIREMENT:

Obtain approval from the Department of Planning Permitting, as required by Land Court.

REMARKS:

The Rehabilitation Hospital of the Pacific (“REHAB”) purchased the subject property identified as tax map key (1) 1-7-014:042 from Kauikeolani Children’s Hospital in 1978. Under the title deeds of the property, there is an easement granted to the Territory of Hawaii in 1957 for a pedestrian right of way. Such easement was eventually recorded as Land Court document No. 210889. In addition, the document provides that in the event “... lack of use by the Grantee shall continue for a period of three (3) years, the grant of easement herewith made shall automatically terminate.” A copy of the easement is attached as **Exhibit B**.

The State land across the Waiolani Stream has been set aside under Governor’s Executive Order No. 2730 to the Department of Human Services (“DHS”) for Rehabilitation Center for Blind and Physically Handicapped Persons since 1975. Currently, Lanakila Rehabilitation Center, Inc. is operating the State facility under the purview of DHS.<sup>1</sup>

REHAB is conducting renovation of its facility, including placing an air-conditioning chiller unit on portion of the parking lot. The proposed location is in conflict with the easement area mentioned above. REHAB indicates that the easement “has not been used for a long time”. Therefore, REHAB is requesting the Board authorize the termination of the easement to facilitate the renovation project.

Staff visited the subject location and noted that both sides of the easement area have been fenced off. There are remains of a former bridge structure at the location. Upon talking with the administration of the State facility at the site, staff was told that the bridge/access was not required any more.

REHAB has advised the staff that they are planning to mobilize a heavy duty crane onto their property in mid-August for the installation of the chiller unit. Meanwhile, REHAB is

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<sup>1</sup> The Board gave its consent to the lease on January 10, 2003, item D-20.

agreeable in using the crane to remove the remaining steel girders at the location too.

Staff cannot locate any record indicating how long the easement has not been used. Staff did not solicit comments from other agencies except the user of the subject easement, since the request is mainly for housekeeping purposes only. Staff believes the request is reasonable and does not have any objection.

Therefore, staff recommends the Board authorize the termination of the pedestrian right of way and the immediate removal of the steel girders by the applicant at the location.

RECOMMENDATION: That the Board:

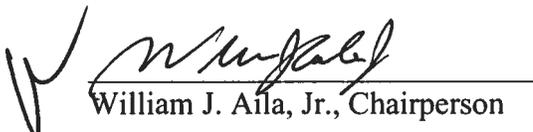
1. Authorize the immediate removal of the remaining steel girders by the applicant at the subject location.
2. Authorize the termination of the easement for pedestrian right of way under the terms and conditions cited above, which are by this reference incorporated herein and further subject to the following:
  - A. The standard terms and conditions of the most current termination of easement document form, as may be amended from time to time;
  - B. Review and approval by the Department of the Attorney General; and
  - C. Such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.

Respectfully Submitted,

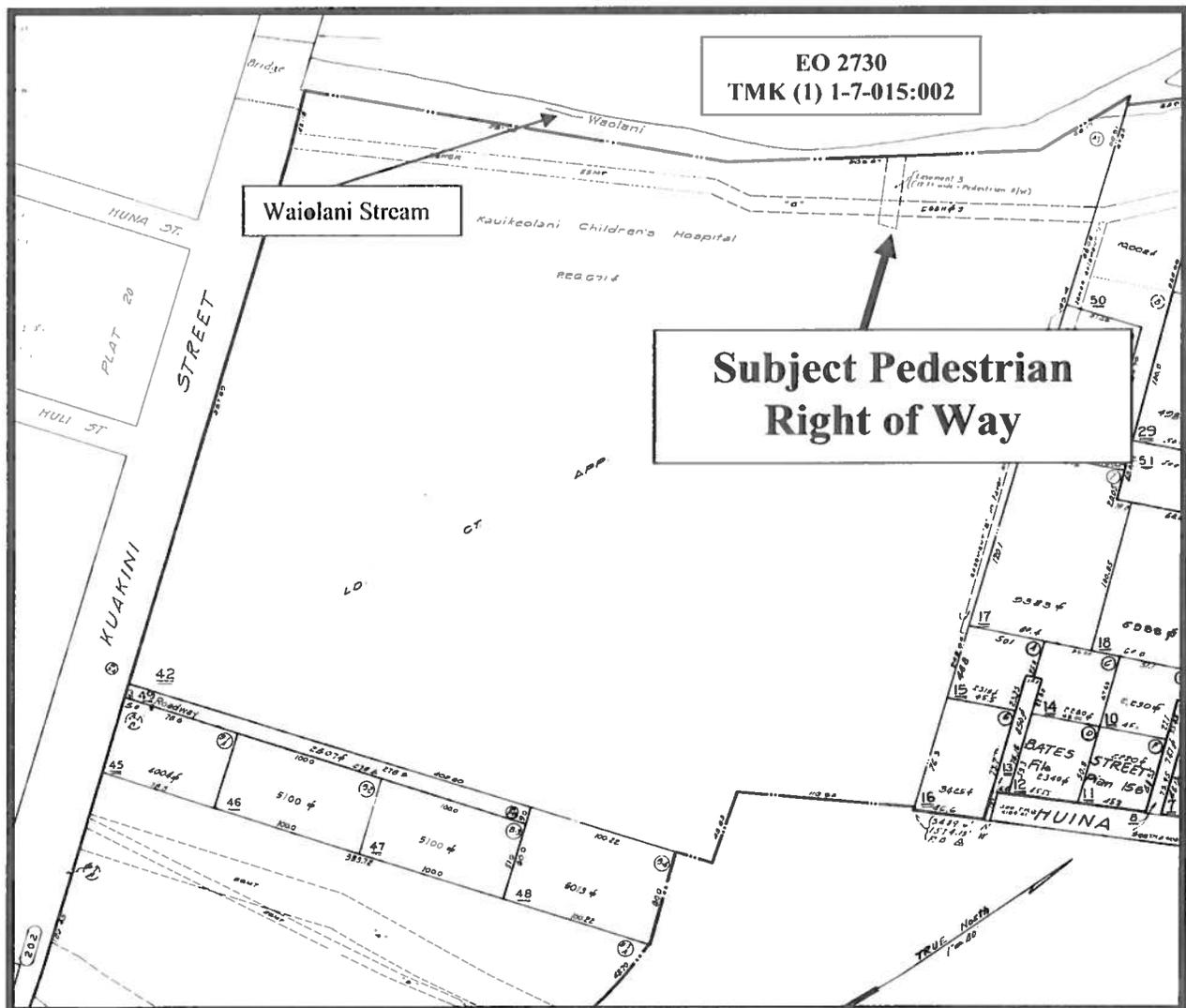


Barry Cheung  
District Land Agent

APPROVED FOR SUBMITTAL:



William J. Aila, Jr., Chairperson



TMK (1) 1-7-014:042

EXHIBIT A

THIS INDENTURE made this 14th day of  
NOVEMBER, 1957, by and between KAUIKEOLANI  
CHILDREN'S HOSPITAL, an eleemosynary corporation, herein-  
after called the "GRANTOR", and the TERRITORY OF HAWAII,  
hereinafter called the "GRANTEE",

W I T N E S S E T H:

That the GRANTOR, in consideration of the sum of  
ONE DOLLAR (\$1.00), paid to it by the GRANTEE, the receipt  
whereof is hereby acknowledged, does hereby grant and con-  
vey unto the GRANTEE, its successors and assigns, forever,  
an easement to construct, install, maintain, operate, repair  
and remove a bridge and walkway for a pedestrian right of  
way, through, over and across the hereinafter described  
property:

ALL of that certain parcel of land situated at  
Nini, Kapalepo, Puenuhe, and Pualale, Honolulu, Oahu,  
Territory of Hawaii, being all of Easement 3 as shown on  
Map 6 of Land Court Application 1207, for pedestrian  
right of way over a portion of Lot A-1, covered by Owner's  
Certificate of Title No. 18801, filed in the Office of the  
Assistant Registrar of the Land Court of the Territory of  
Hawaii, and containing an area of 566 square feet.

TO HAVE AND TO HOLD the same unto the GRANTEE, its  
successors and assigns, forever.

The GRANTOR hereby covenants and agrees as follows:

(1) That the GRANTEE shall have the right, at  
reasonable times, of ingress to and egress from said easement

area for all purposes in connection with the right hereby granted.

(2) That if and whenever the GRANTEE shall cease to use the easement hereby granted for a public purpose, to wit, as a means of ingress to and egress from its adjoining property situated contiguous to and on the Ewa side of Lot A-1 of Land Court Application 1207 and such lack of use by the GRANTEE shall continue for a period of three (3) years, the grant of easement herewith made shall automatically terminate.

(3) That this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has hereunto affixed its seal and official signatures the day and year first above written.

KAUIKEOLANI CHILDREN'S HOSPITAL

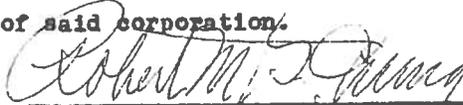
By *[Signature]*  
Its

By *[Signature]*  
Its vice-president

APPROVED AS TO FORM:  
*[Signature]*  
Deputy Attorney General

TERRITORY OF HAWAII )  
 ) SS.  
City and County of Honolulu )

On this 14th day of NOVEMBER, 1957, before me appeared H. G. DILLINGHAM and M. B. HENSHAW, to me personally known, who, being by me duly sworn, did say that they are President and Vice-President respectively, of KAUIKEOLANI CHILDREN'S HOSPITAL, an eleemosynary corporation, and 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 said H. G. DILLINGHAM and M. B. HENSHAW acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public, First Judicial  
Circuit, Territory of Hawaii

My commission expires: June 30, 1961.