

LINDA LINGLE
GOVERNOR



BRENNON T. MORIOKA
DIRECTOR


Deputy Directors
MICHAEL D. FORMBY
FRANCIS PAUL KEENO
JIRO A. SUMADA

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
869 PUNCHBOWL STREET
HONOLULU, HAWAII 96813-5097

IN REPLY REFER TO:
HWY-C 2.6694

SEP 21 2010

TO: THE HONORABLE KATHERINE P. KEALOHA
DIRECTOR OF OFFICE OF ENVIRONMENTAL QUALITY CONTROL

FROM: BRENNON T. MORIOKA, Ph.D., P.E. 
DIRECTOR OF TRANSPORTATION

SUBJECT: FINAL ENVIRONMENTAL ASSESSMENT – FINDING OF NO
SIGNIFICANT IMPACT FOR “WAIKIKI LANDING”, HONEY BEE USA
PROJECT IN ALA WAI BOAT HARBOR, HONOLULU, HAWAII, PARCEL 1
(BOATYARD REPAIR SITE) TMK (1) 2-6010:005 AND 016 AND A
PORTION OF (1) 2-6-010:003; PARCEL 2 (FUEL DOCK SITE)
TMK: (1) 2-3-037:020

The Department of Transportation has reviewed the Final Environmental Assessment (EA) for the Subject Project and has determined that an environmental impact statement is not required. Further, the Department has reviewed the comments received during the 30-day public comment period for the Draft EA and has determined that the proposed project will not have significant adverse environmental impacts. Please publish the notice in the next available OEQC Environmental Notice.

We have enclosed a completed OEQC Publication Form. You previously received the following items:

1. One copy of the Final Environmental Assessment in pdf format on a CD
2. One copy of the Supplement to the Final Environmental Assessment in pdf format on a CD
3. One hardcopy of the Supplement to the Final Environmental Assessment

Please contact Ms. Jamie Ho of the Highways Division, Construction and Maintenance Branch at 587-2185 if there are any questions.

Enclosure

c: Kiuchi, Nakamoto & Tanaka, Attorneys at Law

FINAL ENVIRONMENTAL ASSESSMENT

WAIKIKI LANDING

HONEY BEE USA, INC.
ALA WAI HARBOR FAST LANDS PROJECT

Parcel 1 (Boatyard Repair Site)
TMK: (1) 2-6-10:5 and 16 and a portion of (1) 2-6-10:3

Parcel 2 (Fuel Dock Site)
TMK: (1) 2-3-37:20

**FINAL ENVIRONMENTAL ASSESSMENT STATEMENT
WAIKIKI LANDING**

TABLE OF CONTENTS

I. FINAL ENVIRONMENTAL ASSESSMENT

Exhibits to Final Environmental Assessment

Exhibit "A"	A Portion of the Tax Map for Tax Division 1, Zone 2, Section 6, Plat 10
Exhibit "B"	Site Location Map
Exhibit "C"	Executive Order No. 2575 dated 8/12/1971
Exhibit "D"	State Survey Map to Executive Order No. 2575
Exhibit "E"	Executive Order No. 1795 dated 8/13/1957
Exhibit "F"	Transfer Certificate of Title No. 42,731 dated 1/14/1949
Exhibit "G"	Transfer Certificate of Title No. 114,029 dated 3/15/1967
Exhibit "H"	Map 1 of Land Court Application No. 1092 dated 5/17/1934
Exhibit "I"	Map 5 of Land Court Application No. 852 dated 10/8/1934
Exhibit "J"	Map 2 of Land Court Application No. 1092 dated 8/26/1936
Exhibit "K"	Map 1 of Land Court Consolidation No. 32 dated 9/15/1947
Exhibit "L"	Map 50 of Land Court Application No. 852 dated 1/11/1967

II. RED-LINED COPY OF DRAFT ENVIRONMENTAL ASSESSMENT
(Showing Changes between Draft Environmental Assessment and Final
Environmental Assessment)

III. OTHER SUPPORTING INFORMATION – PHOTOS OF SITE

A. Boatyard Repair Site.

Map of Site Keyed to Photographs

Photographs

- 1A View of state work docks makai of Boatyard Repair Site.
- 1B View of state bathroom on parcel 3, just makai of Boatyard Repair Site.
- 1C View of makai side of Boatyard Repair Site. Property line is where cement becomes asphalt on left side of photograph. Parking stalls on state property are on the extreme left side of photograph.
- 1D View looking Diamond Head side of Boatyard Repair Site. Photograph looks mauka. Holomoana St. is the road shown in photograph. Hawaii Prince Hotel is on the right side of the photograph.
- 1E Diamond Head side of Boatyard Repair Site. View looks makai from sidewalk. Parking lot access is in red box in photograph.
- 1F View from Ewa corner of Ala Moana Blvd. and Holomoana St. looking Diamond Head. Hawaii Prince Hotel is in the background.
- 1G Ala Moana Blvd. (mauka) side of Boatyard Repair Site. View from Diamond Head corner of Ala Moana Blvd. and Holomoana St. looking Ewa.
- 1H Mauka side of Boatyard Repair Site. View from Ewa-mauka corner of Boatyard Repair Site looking Diamond Head.

- 1I Boatyard Repair Site. View of existing structure from Ewa-mauka corner of property looking makai.
- 1J Ewa-mauka corner of Boatyard Repair Site. View of Ala Wai Channel. Debris trap is within the orange booms in water. Boats will be hauled out at dock on left side of photo.
- 1K Ewa side of Boatyard Repair Site. Looking makai.
- 1L View from Ewa side of Boatyard Repair Site. Looking across Ala Wai channel in Ewa direction.
- 1M View of property makai side of Boatyard Repair Site. View of site from ocean.
- 1N View of existing building on Boatyard Repair Site looking in Ewa direction.

B. Fuel Dock Site.

Map of Site Keyed to Photographs

Photographs

- 2A Fuel Dock Site. View from Diamond Head-makai corner of property looking Diamond Head.
- 2B Fuel Dock Site. Diamond Head site of property. View from Diamond Head-mauka corner of property looking makai.
- 2C Fuel Dock Site. View of existing structure on property.
- 2D Fuel Dock Site. Mauka side of property. Viewed looking Ewa from Diamond Head-mauka corner of property.
- 2E Fuel Dock Site. Mauka side of property. View looking Diamond Head.
- 2F Fuel Dock Site. View from Ewa side of property looking Ewa.

2G Fuel Dock Site. Ewa side of property viewed from Magic Island.

2H Fuel Dock Site. Makai-Ewa side of property viewed from Magic Island.

IV. DRAWINGS AND PLANS

A. Property Survey

1. Boatyard Repair Site. 2010 survey of site done by R.M. Towill.
2. Fuel Dock Site. 2003 BEI Site Plan Map.

B. Site Plans and Floor Plans

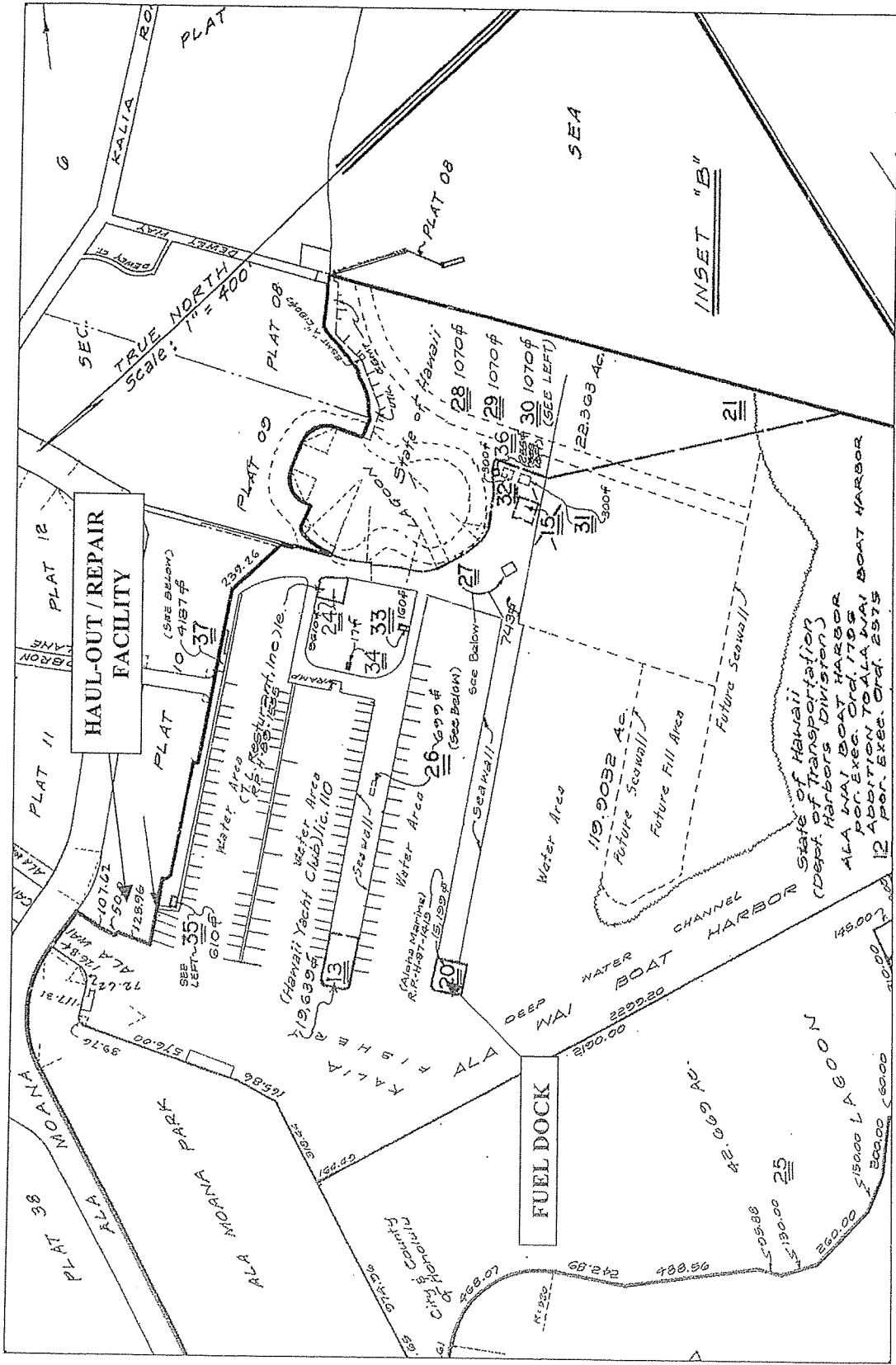
1. Boatyard Repair Site.
 - a. Site/First Floor Plan - Boatyard Building, Wharf Building and Canoe House
 - b. Second Floor Plan - Boatyard Building, Wharf Building and Canoe House
 - c. Third Floor Plan - Boatyard Building
 - d. Fourth Floor Plan – Boatyard Building
 - e. Roof Plan - Boatyard Building
2. Fuel Dock Site
 - a. Site Plan/First Floor Plan - Diamond Vista Bldg.
 - b. Second Floor, Third Floor Plan - Diamond Vista Bldg.

C. Topographic Map for Boatyard Repair Site (Fuel Dock Site is flat and thus there is no topographic map for that site).

D. Federal Emergency Management Agency Flood Hazard Map

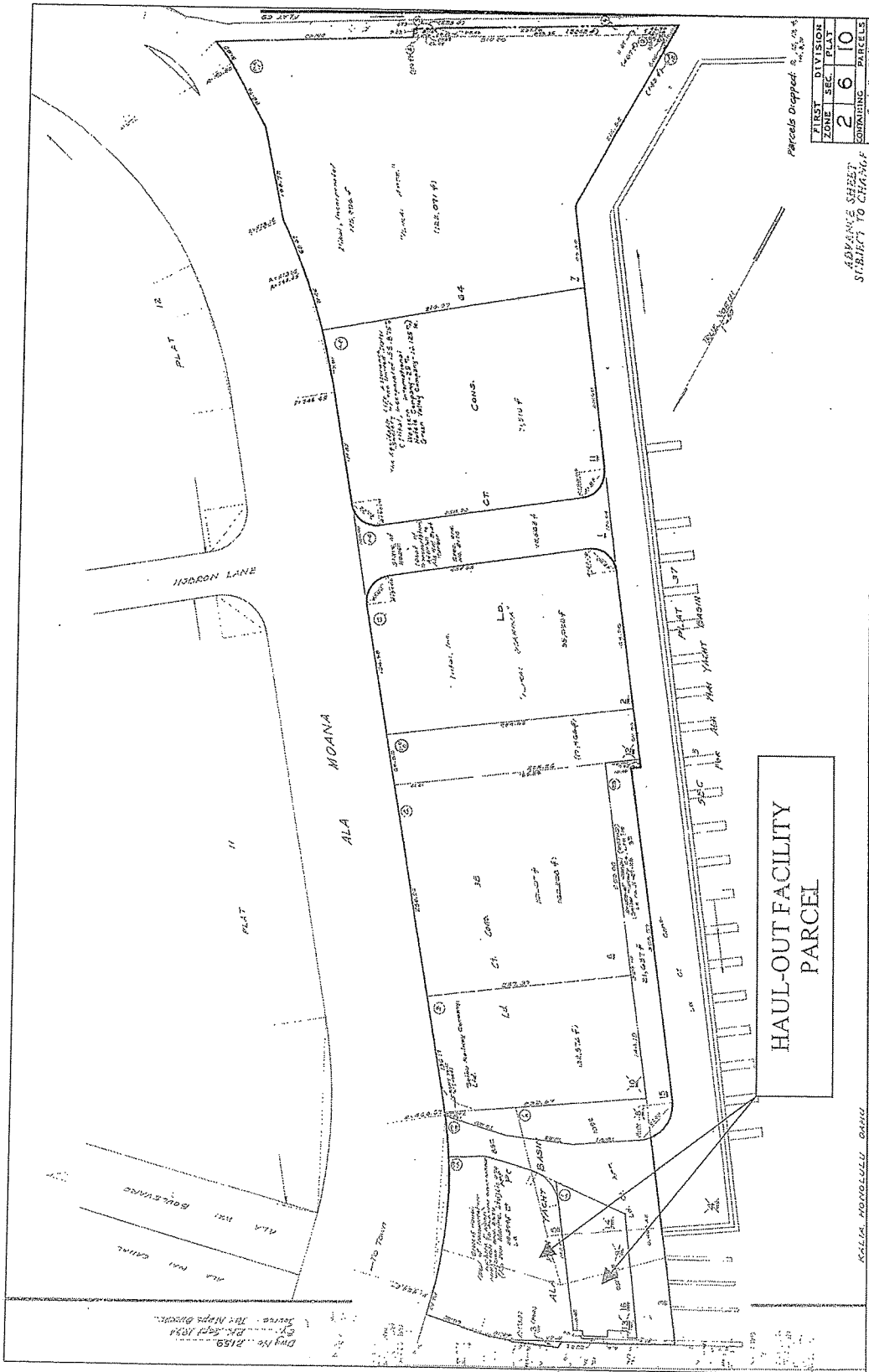
Section I-A

**Exhibits to
Final Environmental
Assessment**



MAP OF SUBJECT PROPERTIES

EXHIBIT "B"



HAUL-OUT FACILITY
PARCEL

FIRST DIVISION	ZONE	SEC.	PLAT
2	6	10	

ADVANCE SHEET
SUBJECT TO CHANGE

KALIA, HONOLULU, OAHU

Drawn by: R.159
Checked by: R.159
Approved by: R.159

Parcels Deleted: 8, 9, 10, 11, 12

Scale: 1/8" = 10'

Executive Order No. 02575

Setting Aside Land for Public Purposes

By this Executive Order, I, the undersigned, Governor of the State of Hawaii, by virtue of the authority in me vested by Section 171-11, Hawaii Revised Statutes, and every other authority me hereunto enabling, do hereby order that the public land hereinafter described be, and the same is, hereby set aside for the following public purposes:

FOR ADDITION TO ALA WAI BOAT HARBOR, to be under the control and management of the Department of Transportation (Harbors Division).

ADDITION TO ALA WAI BOAT HARBOR

Kalia, Waikiki, Honolulu, Oahu, Hawaii

Comprising the following:

1. Being Lot 119 as shown on Map 50 of Land Court Application 852, filed in the office of the Assistant Registrar of the Land Court of the State of Hawaii, covered by Transfer Certificate of Title 114,029 issued to the State of Hawaii (Land Office Deed 8710).
2. Being Lot 1 as shown on Map 2 of Land Court Application 1092, filed in the office of the Assistant Registrar of the Land Court of the State of Hawaii, covered by Transfer Certificate of Title 42,731 issued to the Territory of Hawaii (Land Office Deed 8710).
3. Being a portion of Lot 23 as shown on Map 4 of Land Court Consolidation 32, filed in the office of the Assistant Registrar of the Land Court of the State of Hawaii, covered by Transfer Certificate of Title 66816 issued to the Territory of Hawaii (Land Office Deed 14,117).
4. Being a portion of Grant 2789 to W. L. Moehonua, conveyed by E. Coit Hobron by guardian, et al., to the Territory of Hawaii by Deed dated May 29, 1920, and recorded in Book 554 on pages 377-383.
5. Being a portion of former underwater area of Kalia Fishery transferred to the Territory of Hawaii by Presidential Proclamation No. 1856 dated October 27, 1928.
6. Being a portion of the underwater area transferred to the Territory of Hawaii by Public Law 85-677, 85th Congress, H. R. 10423, dated August 18, 1958.

EXHIBIT "C"

Beginning at the northeast corner of this parcel of land, at the southwest corner of the intersection of Ala Wai Boat Harbor Governor's Executive Order 1795) and Ala Moana, Federal Aid Project No. U-44 (9), the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUNCHBOWL" being 8,980.49 feet South and 2,968.44 feet East, as shown on Government Survey Registered Map 1986, thence running by azimuths measured clockwise from True South:-

1. 347° 59' 24.93 feet along the southwest side of Ala Moana, Federal Aid Project No. U-44 (9);
2. Thence along the southwest side of Ala Moana, Federal Aid Project No. U-44 (9) on a curve to the left with a radius of 464.67 feet, the chord azimuth and distance being: 335° 06' 30" 207.08 feet;
3. 322° 14' 3.06 feet along the southwest side of Ala Moana, Federal Aid Project No. U-44 (9);
4. 56° 53' 307.65 feet along Lot 3 (Map 3) of Land Court Consolidation 38, and along the remainder of Lot 23 (Map 4) of Land Court Consolidation 32;
5. 144° 19' 150.15 feet along Ala Wai Boat Harbor (Governor's Executive Order 1795);
6. 56° 53' 8.01 feet along Ala Wai Boat Harbor (Governor's Executive Order 1795);
7. 144° 19' 144.75 feet along Ala Wai Boat Harbor (Governor's Executive Order 1795);
8. 242° 43' 254.21 feet along Ala Wai Boat Harbor (Governor's Executive Order 1795) and Ala Wai Yacht Basin (Parcel 3 of Governor's Executive Order 1330);

9. Thence along Ala Wai Yacht Basin (Parcel 3 of Governor's Executive Order 1330) on a curve to the right with a radius of 174.07 feet, the chord azimuth and distance being: 250° 21' 46.24 feet;
10. 257° 59' 74.31 feet along Ala Wai Boat Harbor (Governor's Executive Order 1795), to the point of beginning and containing an AREA OF 90,229 SQUARE FEET.

SUBJECT to disapproval by the Legislature by two-thirds vote of either the Senate or the House of Representatives or by majority vote of both, in any regular or special session next following the date of this Executive Order.

In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the State of Hawaii to be affixed.
 Done at the Capitol at Honolulu this 12th day of August, Nineteen Hundred and 71

(encl)

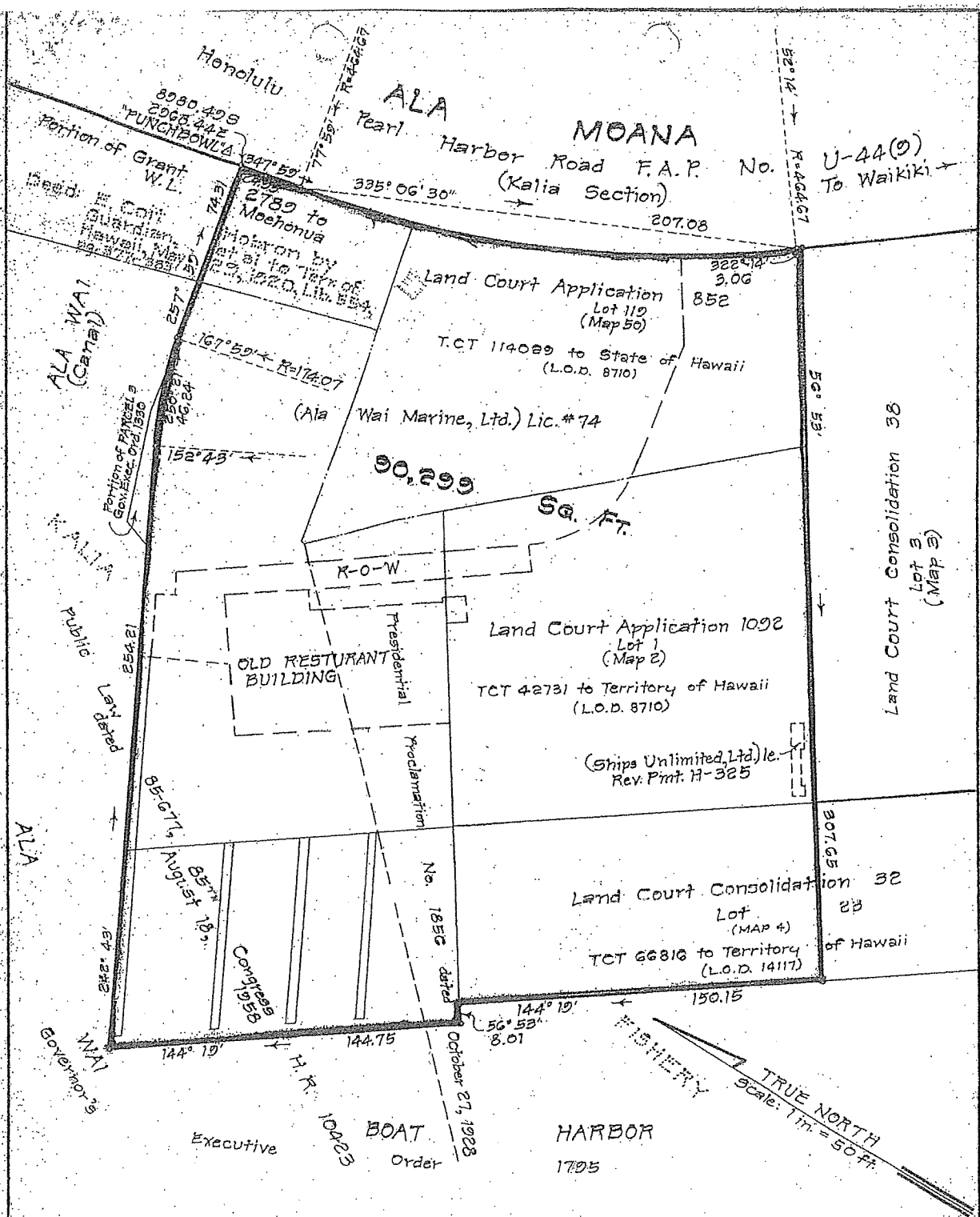
Approved as to form:

(-)
James A. Bewick
 Governor of the State of Hawaii

James E. Ross (e)
 Deputy Attorney General

mm
 Proofed by: 47

Dated: August 4, 1971



**ADDITION TO
ALA WAI BOAT HARBOR**
Kalia, Waikiki, Honolulu, Oahu, Hawaii
Scale: 1 inch = 50 feet

JOB 5071
C. B. K.

SURVEY DIVISION
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
STATE OF HAWAII

C. S. F. No. 16948

mtm, June 16, 1971

EXHIBIT "D"

Setting Aside Land for Public Purposes

By this Executive Order, I, the undersigned, ^{acting} Governor of the Territory of Hawaii, by virtue of the authority in me vested by paragraph q of Section 73 of the Hawaiian Organic Act, and every other authority me hereunto enabling, do hereby order that the public land hereinafter described be, and the same is, hereby set aside for the following public purposes:

FOR ALA WAI BOAT HARBOR, to be under the control and management of the Board of Harbor Commissioners.

ALA WAI BOAT HARBOR

Kalia, Waikiki, Honolulu, Oahu, T. H.

COMPRISING THE FOLLOWING:

1. Portion of the area transferred to the Territory of Hawaii by Presidential Proclamation 1886 dated October 27, 1928.
2. Portion of the underwater area and filled area of Kalia Fishery not covered by any Presidential Executive Order.
3. Lots 23 and 25 as shown on Map 4 of Land Court Consolidation 32, covered by Grant's Certificate of Title 66816, issued to the Territory of Hawaii.

Beginning at the north corner of this parcel of land, the east corner of Parcel 2 of Governor's Executive Order 1330, and on the west side of Ala Moana, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUNAHONA" being 8828.74 feet South and 2046.14 feet East, as shown on Government Survey Registered Map 1986, thence running by azimuths measured clockwise from True South:-

1. $347^{\circ} 39'$ 153.15 feet along the west side of Ala Moana;

2. 77° 59' 107.62 feet along Parcel 3 of Governor's Executive Order 1330;
3. 67° 50' 50.00 feet along Parcel 3 of Governor's Executive Order 1330;
4. 9° 20' 8.64 feet along Parcel 3 of Governor's Executive Order 1330;
5. 62° 43' 128.96 feet along Parcel 3 of Governor's Executive Order 1330;
6. 324° 19' 568.46 feet along Parcel 3 of Governor's Executive Order 1330 and along Lots 3 and 4 as shown on Map 3 of Land Court Consolidation 35;
7. 54° 19' 40.00 feet along Lot 24 as shown on Map 4 of Land Court Consolidation 32;
8. 324° 19' 650.70 feet along Lot 24 as shown on Map 4 of Land Court Consolidation 32;
9. 1° 02' 239.26 feet along Lots 24 and 26 as shown on Map 4 of Land Court Consolidation 32;
10. 59° 58' 48.86 feet along the northwest side of the public right-of-way;
11. 329° 58' 10.00 feet along the westerly end of the public right-of-way;
12. 59° 58' 135.10 feet along Land Court Application 1716 to a spike;
13. 337° 41' 10.00 feet along Land Court Application 1716 to a spike;
14. Thence along Land Court Application 1716 on a curve to the right having a radius of 300.00 feet, the chord azimuth and distance being; 256° 54' 116.03 feet to a spike;
15. Thence along Land Court Application 1716 on a curve to the right having a radius of 25.00 feet, the chord azimuth and distance being; 301° 54' 36.99 feet to a pipe;

16. 335^o 45' 75.00 feet along Land Court Application 1715;
17. 245^o 45' 15.00 feet along Land Court Application 1715;
18. Thence along Land Court Application 1715 on a curve to the right having a radius of 100.00 feet, the chord azimuth and distance being: 290^o 45' 141.42 feet;
19. 335^o 45' 99.81 feet along Land Court Application 1715;
20. Thence along Land Court Application 1715 on a curve to the right having a radius of 100.00 feet, the chord azimuth and distance being: 20^o 45' 141.42 feet;
21. 61^o 56' 99.00 feet along Land Court Application 1715;
22. 331^o 56' 75.00 feet along Land Court Application 1715 to an "↗" cut in face of seawall;
23. 310^o 12' 46.20 feet along Land Court Application 1653 to an "↗" cut in face of seawall;
24. 297^o 18' 23.90 feet along Land Court Application 1653 to a "+" cut in face of seawall;
25. 296^o 10' 24.62 feet along Land Court Application 1653 to a "+" cut in face of seawall;
26. 296^o 06' 27.83 feet along Land Court Application 624 (Map 2) to an "↗" cut in face of seawall;
27. 293^o 08' 22.85 feet along Land Court Application 624 (Map 2) to a "+" cut in face of seawall;
28. 298^o 14' 44.75 feet along Land Court Application 624 (Map 2) and Land Court Application 264 to a spike in face of seawall;
29. 248^o 12' 0.97 feet along Land Court Application 264 (Map 2) to an "↗" cut in top edge of seawall;

30. 255° 46' 35.65 feet along Land Court Application 264 (Map 2) to an "X" cut in top edge of seawall;
31. 276° 42' 37.43 feet along Land Court Application 264 (Map 2) to an "X" cut in top edge of seawall;
32. 274° 45' 16.33 feet along Land Court Application 264 (Map 2) to an "X" cut in top edge of seawall;
33. 277° 39' 16.65 feet along Land Court Application 264 (Map 2) to an "X" cut in top edge of seawall;
34. 281° 22' 32.66 feet along Land Court Application 264 (Map 2) to an "X" cut in top edge of seawall;
35. 282° 58' 32.08 feet along Land Court Application 264 (Map 2) to a pipe;
36. 234° 39' 9.27 feet along Land Court Application 264 (Map 2);
37. 219° 19' 154.59 feet along the land conveyed by the Territory of Hawaii to United States Investment Corporation, Limited, by Deed dated June 4, 1936 (Land Office Deed 1899) to a "+" cut in concrete tile walk;
38. 239° 30' 36.95 feet along the land conveyed by the Territory of Hawaii to United States Investment Corporation, Limited, by Deed dated June 4, 1936 (Land Office Deed 1899);
39. 229° 00' 34.37 feet along the southeast end of Nancy Way;
40. 28° 03' 2149.24 feet along U. S. Military Reservation (Fort De Russy) and across portion of the area transferred to the Territory of Hawaii by Presidential Proclamation 1856 dated October 27, 1921, to the line of boundary;

41. 131° 00' 1884.43 feet along the line of breakers as described in Presidential Proclamation 1856 dated October 27, 1928;
42. 200° 11' 50' 1528.28 feet;
43. 197° 29' 806.20 feet;
44. 285° 05' 418.13 feet along Ala Moana Park and along Parcel 2 of Governor's Executive Order 1330;
45. 250° 10' 168.86 feet along Parcel 2 of Governor's Executive Order 1330;
46. 242° 54' 576.00 feet along Parcel 2 of Governor's Executive Order 1330;
47. Thence along Parcel 2 of Governor's Executive Order 1330 on a curve to the right having a radius of 30.00 feet, the chord azimuth and distance being: 284° 24' 39.76 feet;
48. 325° 54' 117.31 feet along Parcel 2 of Governor's Executive Order 1330;
49. Thence along Parcel 2 of Governor's Executive Order 1330 on a curve to the left having a radius of 65.00 feet, the chord azimuth and distance being: 291° 36' 30" 72.62 feet;
50. 257° 59' 126.84 feet along Parcel 2 of Governor's Executive Order 1330 to the point of beginning and containing an AREA OF 153.518 ACRES.

In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the Territory of Hawaii to be affixed.

Done at the Capitol at Honolulu this 13th day of August, Nineteen Hundred and 57.

Approved as to form:

Jerrald R. Funnell
ACTING Governor of the Territory of Hawaii

Herbert Y. C. Gray
Attorney General

Checked by: *mc*

Territory of Hawaii

Office of the Secretary

This is to Certify That the within is a true copy of Executive Order No. 1795
setting aside land for public purposes, the original of which is on file in this office.

In Testimony Whereof, the Secretary of the Territory of
Hawaii, has hereunto subscribed his name and caused
the Great Seal of the Territory to be affixed.

Harold L. Jones

DONE in Honolulu, this 13th day of
August, A. D. 1957

1795
Executive Order No.

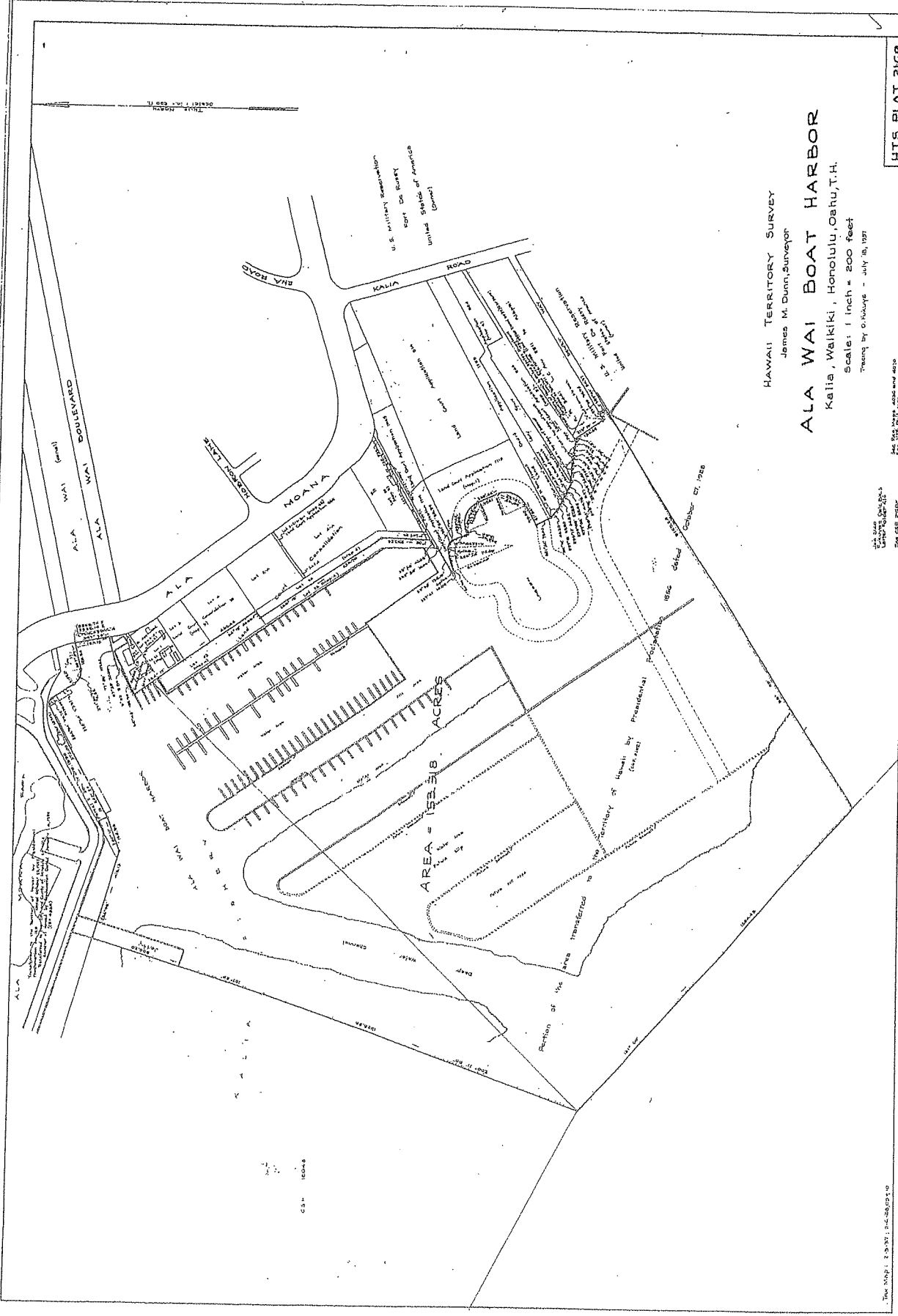
Setting Aside Land for
Public Purposes

Land.....

Purpose.....

Date.....

KAWAII PRINTING



HAWAII TERRITORY SURVEY
 James M. Dunn, Surveyor
ALA WAI BOAT HARBOR
 Kalia, Waikiki, Honolulu, Oahu, T.H.

Scale: 1 inch = 200 feet
 Traced by O. H. Kuyke - July 18, 1927

HTS PLAT. 2169

U.S. Military Reservation
 1000' x 1000' (approx)
 U.S. Military Reservation
 1000' x 1000' (approx)
 U.S. Military Reservation
 1000' x 1000' (approx)

AREA = 152,318 ACRES

The Map: 1:25,000; 1:50,000; 1:100,000
 See also: 1:25,000; 1:50,000; 1:100,000

Transfer Certificate of Title

No. 42,731

From Transfer Certificates Nos. ^(16,754)16,755, Originally Registered May 8, 1937
 in Registration Book 168 Pages ⁽²¹³⁾217 for the Registry District of the Territory of Hawaii.

This is to Certify that the -TERRITORY OF HAWAII-, is the owner in fee simple of those certain parcels of land (for public purposes) situate at Kalia, Waikiki, Honolulu, City and County of Honolulu, Territory of Hawaii, described as follows:

FIRST: LOTS: 5-A-2-A, area 2,000.0 square feet, as shown on Map 5, and
5-A-2-B-1, area 18,390.0 square feet, as shown on Map 6;

the maps above referred to by numbers are on file in the Office of the Assistant Registrar of the Land Court of the Territory of Hawaii with Land Court Application No. 852 of Bishop Trust Company, Limited, Trustee, and being all of the land described in Transfer Certificate of Title No. 16,754 issued to The City and County of Honolulu;

SECOND: Lot 1, area 21,212.0 square feet, as shown on Map 2, filed in the Office of the Assistant Registrar of the Land Court of the Territory of Hawaii with Land Court Application No. 1092 of Bishop Trust Company, Limited, Trustee of Hobron Land Trust, and being all of the land described in Transfer Certificate of Title No. 16,755 issued to The City and County of Honolulu.

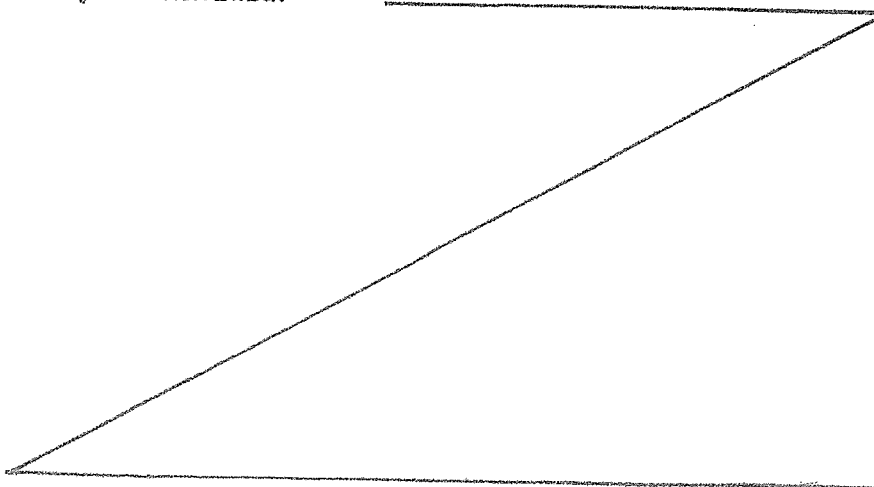
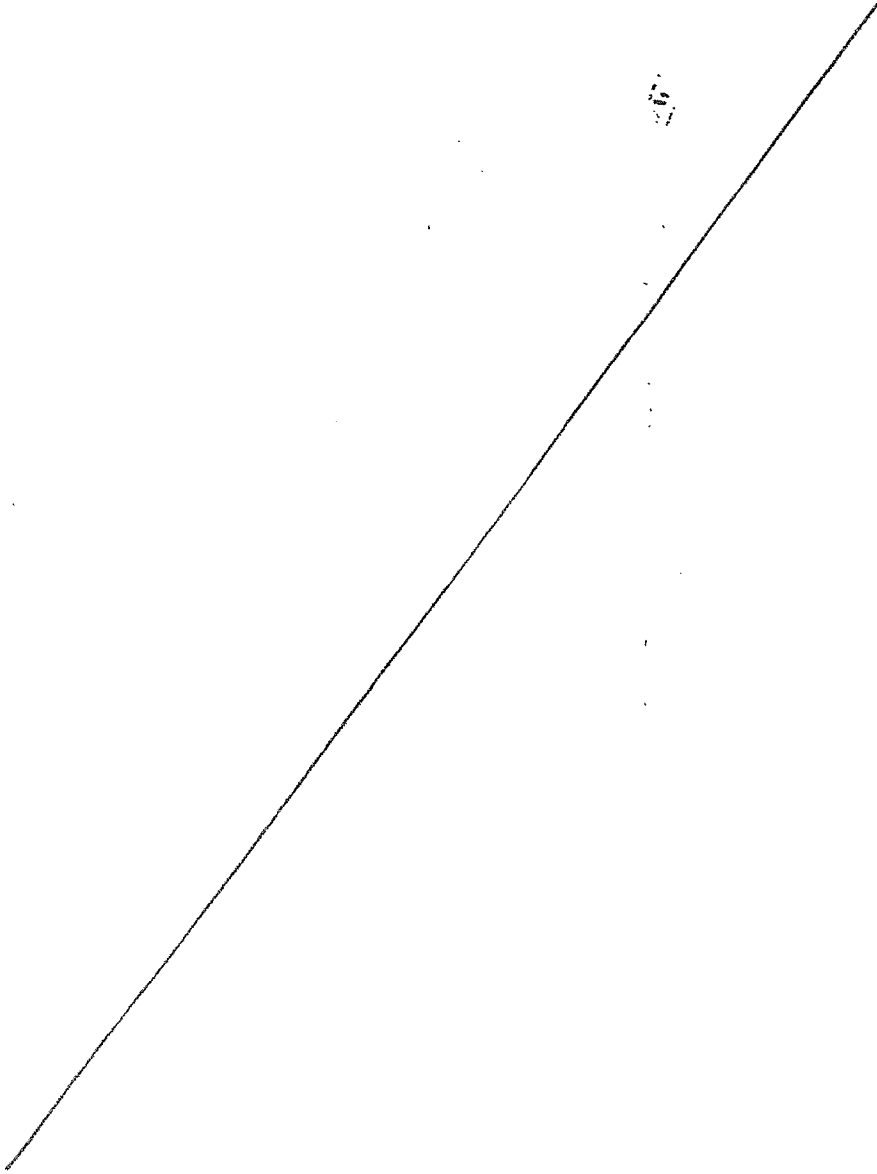


EXHIBIT "E"

And it is further certified that said land is under the operation and provisions of Chapter 307 of the Revised Laws of Hawaii, 1945, and that the title of said

-TERRITORY OF HAWAII-

to said land is registered under said Chapter subject, however, to any of the encumbrances mentioned in Section 12641 of said Revised Laws of Hawaii which may be subsisting.



Witness, the Honorable A. M. Cristy Judge of the Land Court at Honolulu, in the City and County of Honolulu, Territory of Hawaii, the 14th day of January in the year nineteen hundred and forty-nine at 2 o'clock and 00 minutes in the after-noon.

Attest, with the Seal of Said Court,

Oliver R. Aiu
Assistant Registrar.

MEMORANDA OF ENCUMBRANCES ON THE LAND DESCRIBED IN THIS CERTIFICATE

DOCUMENT NUMBER	KIND	RUNNING IN FAVOR OF	TERMS	DATE OF INSTRUMENT	DATE OF REGISTRATION				SIGNATURE OF ASSISTANT REGISTRAR	DISCHARGE
					YEAR & MONTH	D.	H.	M.		
26866 Land Court Order 90/20			<p> <i>(Late 5-A-2-A and 5-A-2-B-1 have been withdrawn from this Certificate and consolidated with Lot 5-A-1 of Certificate No. 12,874. (see certificate No. 14038))</i> </p>	Mar. 19, 1967	Mar. 15, 1967	11	30		<i>Chas. J. O'Donnovan III</i>	
			<p> <i>subdivision of Lot 1 into Lots 1-A and 1-B, Map 4</i> </p>	Jan 2, 1988	Jan 13, 1988	8	01	Am	<i>Allen. [Signature]</i>	

(See over)

TRANSFER CERTIFICATE OF TITLE

No. 114,029

From Transfer Certificates No. 12,829
 129 42,731, Originally Registered March 1, 1934
 131 January 14, 1949
 in Registration Books 428 Page.s 121 for the Registry District of the State of Hawaii.

This is to Certify that -STATE OF HAWAII-, is the owner in fee simple of those certain parcels of land (for public purposes) situate at Kalia, Waikiki, Honolulu, City and County of Honolulu, State of Hawaii, described as follows:

LOTS: 119, area 18,743.0 square feet, and
 120, area 6,137.0 square feet, as shown on Map 50, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 852 of Bishop Trust Company, Limited, Trustee, and being portions of the land described in Transfer Certificates of Title Nos. 12,829 and 42,731 issued to the Territory of Hawaii.

EXHIBIT "G"

And it is further certified that said land is under the operation and provisions of Chapter 342 of the Revised Laws of Hawaii, 1955, and that the title of said

-STATE OF HAWAII-

to said land is registered under said Chapter subject, however, to any of the encumbrances mentioned in Section 342-42 of said Revised Laws of Hawaii which may be subsisting, and subject also to:

Witness, the Honorable Samuel P. King, Judge of the Land Court at Honolulu, in the City and County of Honolulu, State of Hawaii, the 15th day of March in the year nineteen hundred and sixty-seven at 11 o'clock and 30 minutes in the forenoon

Attest, with the Seal of Said Court,

Charles F. Neumann III Assistant Registrar.

MEMO: This Transfer Certificate of Title is issued by Land Court Order No. 26866, filed March 15, 1967 at 11:30 o'clock A.M.

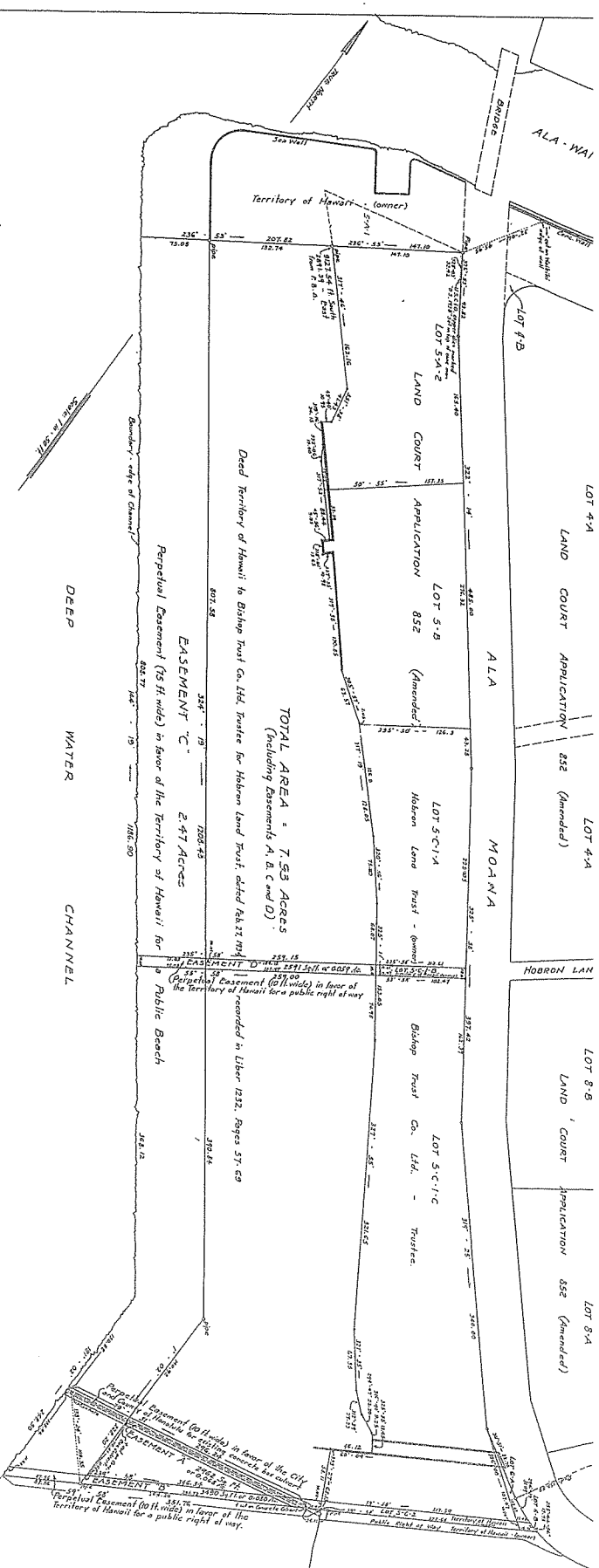
Attest:

Charles F. Neumann III Assistant Registrar.

MEMORANDA OF ENCUMBRANCES, ETC., ON THE LAND DESCRIBED IN THIS CERTIFICATE

DOCUMENT NUMBER	KIND	RUNNING IN FAVOR OF	TERMS	DATE OF INSTRUMENT	DATE OF REGISTRATION	SIGNATURE OF ASSISTANT REGISTRAR	DISCHARGE										
90123 and Court Order	Subdivision of Lot 119 into Lots 119-A and 119-B, Map 54			JUN 2, 1988	<table border="1"> <tr> <td>YEAR & MONTH</td> <td>D.</td> <td>H.</td> <td>M.</td> <td>A.M. or P.M.</td> </tr> <tr> <td>1988</td> <td>13</td> <td>8</td> <td>01</td> <td>AM</td> </tr> </table>	YEAR & MONTH	D.	H.	M.	A.M. or P.M.	1988	13	8	01	AM	<i>[Signature]</i>	
YEAR & MONTH	D.	H.	M.	A.M. or P.M.													
1988	13	8	01	AM													

[See over]



LAND COURT
TERRITORY OF HAWAII

Report Description with Application 852
BISHOP TRUST COMPANY, LIMITED, TRUSTEES FOR
HONORABLE LAND TRUST - APPLICANT.

Being all of the title land lying between the highwater mark of Lots 5-A, 5-B, 5-C-1-A, 5-C-1-B, 5-C-1-C and 5-C-2 of Land Court Application 852 (Amended) and deep water channel AT KALIA, WAIKIKI, HONOLULU, OAHU, T.H.

Being the Trust of the Territory of Hawaii to Bishop Trust Company, Limited, Trustee of the Hobson Land Trust dated February, 21, 1924, and recorded in Liber 1232, pages 57-59, in the Office of the Registrar of Conveyances of Honolulu, T.H.

Beginning at a pipe of highwater mark at the most Northerly corner of this piece of land and 1653 corner of Lot 5-A-2 of Land Court Application 852 (Amended), the true course and distance to a pipe marking the North corner of Lot 5-A-2 of Land Court Application 852 (Amended) on the Southwest side of Ala-Wai being 236° 53' 43.10 feet; and the coordinates of said pipe beginning at the Government Survey Transposition Station "Punaluu" being 0423° 54' feet South and 2391° 53' feet East; and thence running as follows, all courses being measured clockwise from true South from the above described initial point:

1. 317°-46' 142.16 feet;
2. 357°-38' 41.43 feet;
3. 49°-40' 10.95 feet;
4. 310°-16' 24.15 feet;
5. 332°-06' 18.40 feet;
6. 317°-52' 82.44 feet;
7. 145°-56' 9.05 feet;
8. 318°-01' 10.72 feet;
9. 227°-55' 120.45 feet;
10. 317°-38' 63.57 feet;
11. 305°-57' 128.05 feet;
12. 317°-19' 128.05 feet;
13. 330°-54' 73.00 feet;
14. 327°-55' 153.03 feet;
15. 227°-55' 67.23 feet;
16. 317°-52' 27.20 feet;
17. 338°-47' 2.20 feet;
18. 318°-40' 3.25 feet;
19. 318°-40' 3.25 feet;

Along highwater mark of easement, along lots 5-A, 5-B, 5-C-1-A, 5-C-1-B, 5-C-1-C and 5-C-2 of Land Court Application 852 (Amended) for the first 22 corners, the direct courses and distances between points on said highwater mark being:

1. 317°-46' 142.16 feet;
2. 357°-38' 41.43 feet;
3. 49°-40' 10.95 feet;
4. 310°-16' 24.15 feet;
5. 332°-06' 18.40 feet;
6. 317°-52' 82.44 feet;
7. 145°-56' 9.05 feet;
8. 318°-01' 10.72 feet;
9. 227°-55' 120.45 feet;
10. 317°-38' 63.57 feet;
11. 305°-57' 128.05 feet;
12. 317°-19' 128.05 feet;
13. 330°-54' 73.00 feet;
14. 327°-55' 153.03 feet;
15. 227°-55' 67.23 feet;
16. 317°-52' 27.20 feet;
17. 338°-47' 2.20 feet;
18. 318°-40' 3.25 feet;
19. 318°-40' 3.25 feet;

TOTAL AREA = 7.53 ACRES
(Including Easements A, B, C and D)

EASEMENT "A" - 2.47 ACRES
EASEMENT "B" - 1.02 ACRES
EASEMENT "C" - 2.47 ACRES
EASEMENT "D" - 1.62 ACRES

20. 335°-35' 15.45 feet;
21. 60°-04' 44.12 feet;
22. 235°-37' 60.10 feet;
23. 57°-58' 351.76 feet;
24. 187°-107' 248.50 feet;
25. 144°-19' 102.90 feet;
26. 235°-53' 202.22 feet;

EASEMENT "A" - A perpetual easement in favor of the City and County of Honolulu, a municipal corporation of the Territory of Hawaii, and its successors, over a right-of-way ten (10) feet wide, together with the right of ingress and egress to and from said right of way, to maintain, repair, and reconstruct the existing Concrete Gas Culvert the center line of which is more particularly described as follows:

1. 73°-51' 292.24 feet to edge of deep water channel;
2. 187°-02' 11.52 feet along edge of deep water channel;
3. 519°-54' 146.26 feet to West corner of Lot 5-C-2 of Land Court Application 852 (Amended);
4. 335°-27' 10.00 feet along edge of Lot 5-C-2 of Land Court Application 852 (Amended);

EASEMENT "B" - A perpetual easement in favor of the Territory of Hawaii and its successors, for a public right of way one (1) acre, along and upon that strip of land, ten (10) feet wide, more particularly described as follows:

1. 57°-58' 351.76 feet to edge of deep water channel and passing over a pipe of 24.00 feet;
2. 187°-02' 11.52 feet along edge of deep water channel;
3. 519°-54' 146.26 feet to West corner of Lot 5-C-2 of Land Court Application 852 (Amended);
4. 335°-27' 10.00 feet along edge of Lot 5-C-2 of Land Court Application 852 (Amended);

EASEMENT "C" - A perpetual easement in favor of the Territory of Hawaii and its successors, for a public right of way one (1) acre, along and upon that strip of land, ten (10) feet wide, more particularly described as follows:

1. 57°-58' 351.76 feet to edge of deep water channel and passing over a pipe of 24.00 feet;
2. 187°-02' 11.52 feet along edge of deep water channel;
3. 519°-54' 146.26 feet to West corner of Lot 5-C-2 of Land Court Application 852 (Amended);
4. 335°-27' 10.00 feet along edge of Lot 5-C-2 of Land Court Application 852 (Amended);

EASEMENT "D" - A perpetual easement in favor of the Territory of Hawaii and its successors, for a public right of way one (1) acre, along and upon that strip of land, ten (10) feet wide, more particularly described as follows:

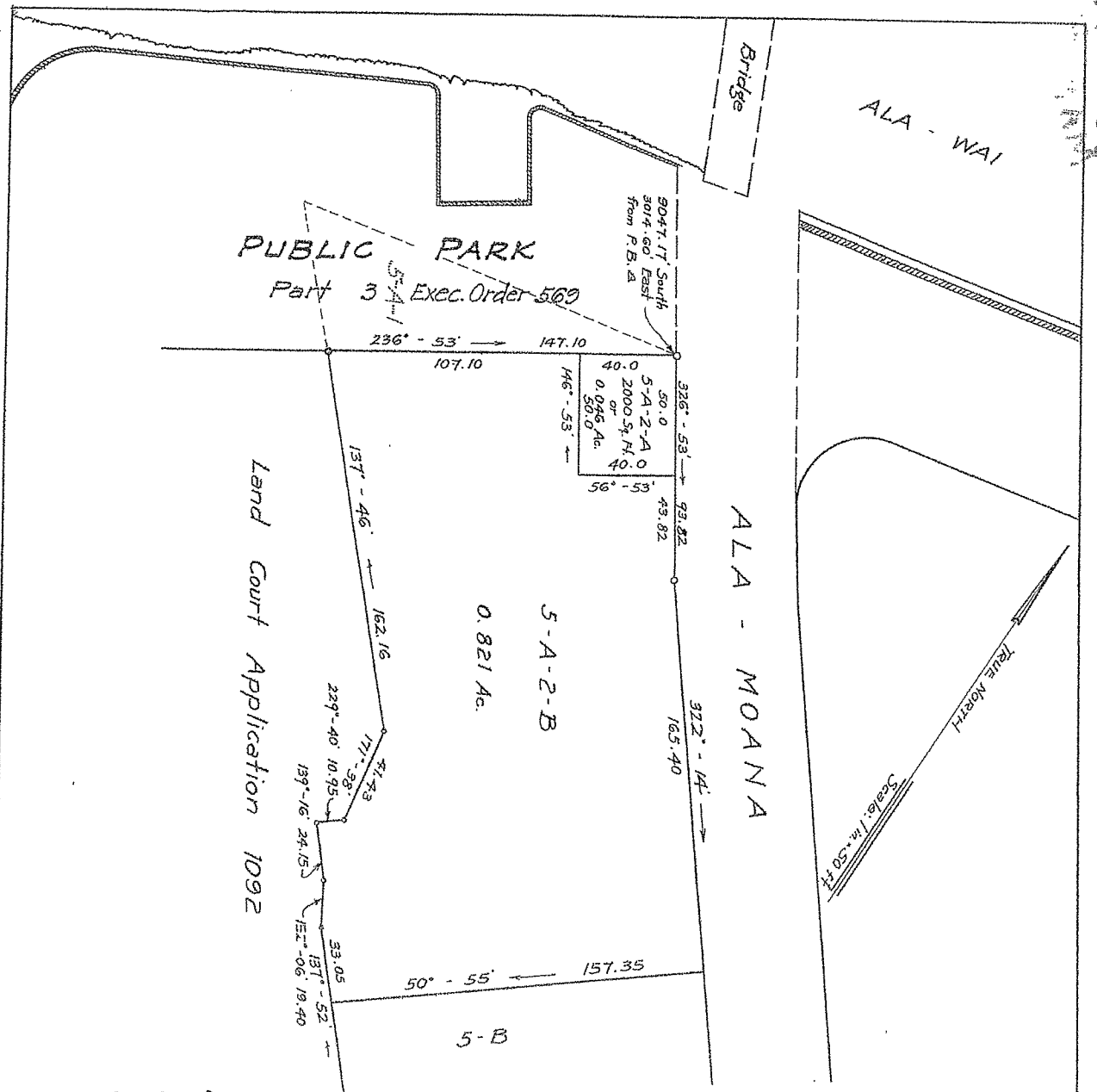
1. 57°-58' 351.76 feet to edge of deep water channel and passing over a pipe of 24.00 feet;
2. 187°-02' 11.52 feet along edge of deep water channel;
3. 519°-54' 146.26 feet to West corner of Lot 5-C-2 of Land Court Application 852 (Amended);
4. 335°-27' 10.00 feet along edge of Lot 5-C-2 of Land Court Application 852 (Amended);

I hereby certify that the above description is from an actual survey on the ground made by, or under the direct supervision of the registered surveyor, on the date December 1923 and that the same is true and correct as shown by the original survey map and field notes on file in the office of the Registrar of Conveyances of Honolulu, T.H.

WALTER HIGGINS, C. WIGGINT
Certified Surveyor
Number 8.

24-10-538

MAP 5 24-10-538



LAND COURT

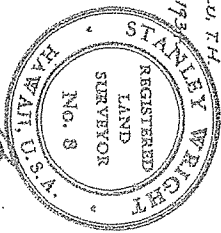
TERRITORY OF HAWAII

Subdivision of Lot 5-A-2 of Land Court Application 852 (Amended) as shown on Map 4, filed in the Office of the Assistant Registrar of the Land Court into Lots 5-A-2-A and 5-A-2-B.

AT KALIA, WAIKIKI, HONOLULU, T.H.

Scale: 1 in = 50 ft.

Honolulu T.H.
Oct. 8, 1934



STANLEY WRIGHT
REGISTERED LAND SURVEYOR
No. 8
HAWAII, U.S.A.
WRIGHT, HARVEY & WRIGHT
Surveyors & Makers of Plans
419 S. M. Damon Bldg.

OWNER:

Richard Samuel G. Lee
W.P. Henshaw
W.P. Henshaw

OWNER'S CERTIFICATE OF TITLE 12,828

I hereby certify that the map hereon being a subdivision of Land Court Application 852 (Amended) as herein entitled, has been examined and checked as to form and mathematical correctness, and that it has been approved by Order of the Judge of the Land Court dated Dec. 20, 1934.

Stanley Wright
SURVEYOR TERRITORY OF HAWAII
Dec. 20, 1934.

Land Court Application 1092

5-A-2-B
0.821 Ac.

5-B

PUBLIC PARK
Part 3 Exec. Order 569

Bridge

ALA - WAI

ALA - MOANA

Tape North

Scale: 1 in = 50 ft.

EXHIBIT

LAND COURT
TERRITORY OF HAWAII

Map and Description with Land Court Consolidation 32
BISHOP TRUST COMPANY, LIMITED,
 TRUSTEE FOR HOBRON LAND TRUST — OWNER

Situated on the Southwest side of Ala Moana
 At KĀLIA, WAIKIKI, HONOLULU, OAHU, T. H.

Being a consolidation of the following:

Land Court Application	LOTS	Shown on Map No.	Area in Acres	Certificate of Title
852	5-C-1-A and 5-C-1-B	4	2.440	12,828
1092	2-B	3	6.215	12,200
852	2-A	4	.011	12,200
TOTAL AREA			8.666 Acres	

and Subdivision of said Consolidation into
 LOTS 1 TO 21 (INCLUSIVE)

Beginning of a pipe at a Northerly corner of this parcel of land being also the East corner of Lot 5-B-2 of Land Court Application 852 and on the Southwest side of Ala Moana, between the Ala Wai Canal and Hobron Lane, the coordinates of said point of beginning referred to Government Survey Triangulation Station "Puwaihoiwi" being 9474.80 feet South and 3336.40 feet East, and thence running by azimuths measured clockwise from True South from the above described initial point:

1. 328° 14' 13.20 feet along the Southwest side of Ala Moana to a pipe;
2. 222° 30' 222.00 feet along the Southwest side of Ala Moana to a pipe;
3. 58° 35' 102.01 feet along Lot 5-C-1-B of Land Court Application 852 to a pipe;
4. 325° 11' 10.00 feet along Lot 5-C-1-A of Land Court Application 852 to a pipe;
5. 332° 58' 102.47 feet along Lot 5-C-1-B of Land Court Application 852 to a pipe;
6. 322° 58' 102.37 feet along the Southwest side of Ala Moana to a pipe;
7. 310° 25' 340.00 feet along the Southwest side of Ala Moana to a pipe;
8. 301° 51' 82.70 feet along the Southwest side of Ala Moana to a pipe;
9. 20° 51' 82.70 feet along the Southwest side of Ala Moana on a curve to the left with a radius of 150.80 feet, the direct azimuth and distance being 294° 12' 31.03 feet to a pipe;
10. 39° 58' 231.03 feet along Lots 6-B and 5-C-2 of Land Court Application 852 to a pipe;
11. 333° 27' 10.02 feet along Lot 5-C-2 of Land Court Application 852 to a pipe;
12. 50° 58' 351.72 feet;
13. 181° 02' 248.73 feet;
14. 144° 15' 1186.00 feet;
15. 234° 53' 75.00 feet;
16. 324° 15' 344.22 feet along Lots 1 and 2-A of Land Court Application 1092 to a pipe;
17. 234° 15' 152.20 feet along Lot 2-A of Land Court Application 1092 to a pipe;
18. 235° 30' 122.30 feet along Lot 5-B-2 of Land Court Application 852 to the point of beginning and containing an area of 8322.00 Acres.

This map is from and original survey of the ground made by me, as under the direct supervision of the undersigned between the dates first above mentioned and may be checked by the Territorial Surveyor with my Field Book Number 017 Page 31 calculation and working sheets in color inserted in my office.

419 S.M. Corbett
 Honolulu, T.H.
 September 15, 1947



Fred H. Pao
 Surveyor and Maker of Plan
 Registered Certificate No. 23

OWNER: BISHOP TRUST COMPANY, LIMITED.
 TRUSTEE FOR HOBRON LAND TRUST

I hereby certify that the description of survey and map herein being a consolidation of certain Lots of Land Court Application 852 and 1092, as herein entitled, have been examined and checked as to form and mathematical correctness and found to be in accord.
 Honolulu, T.H.
 January 7, 1948.
A. J. Mack
 Surveyor, Territory of Hawaii

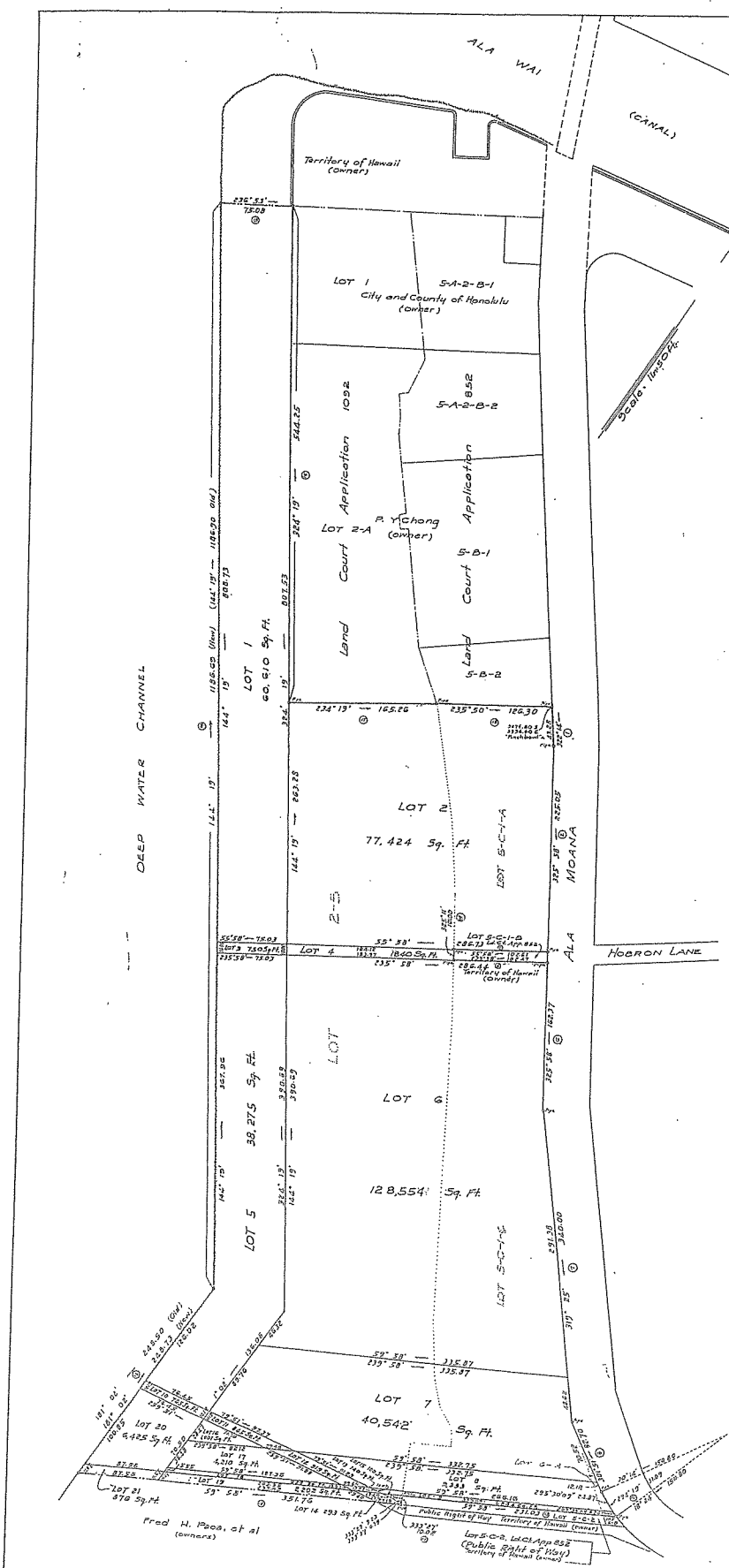
NOTE:

Figures shown plus (+) indicate number of courses in description. Owners as shown on plan are from records filed with the Territorial Maps Bureau.

Lots 1, 3, 5, 10, 20 and 21 of this consolidation will be subject to a perpetual Easement in favor of the Territory of Hawaii for a public beach.
 Lots 5, 7, 14, 15, 16 and 21 will be subject to a perpetual Easement in favor of the Territory of Hawaii for a Public Right-of-Way.
 Lots 10, 11, 12, 13 and 14 will be subject to a Perpetual Easement in favor of the City and County of Honolulu for Existing Concrete Box Culvert.

I hereby certify that Decree of Registration dated March 19, 1948 has issued to Bishop Trust Company, Limited, Trustee for Hobron Land Trust covering the lands described herein, and that Owner's Transfer Certificate of Title No. 40193 has been transcribed therefrom.
 Honolulu, T.H.
 March 19, 1948.
J. D. Metherell
 Registrar of the Land Court.

Filed and admitted to record
 and returned to the
 Office of the Registrar

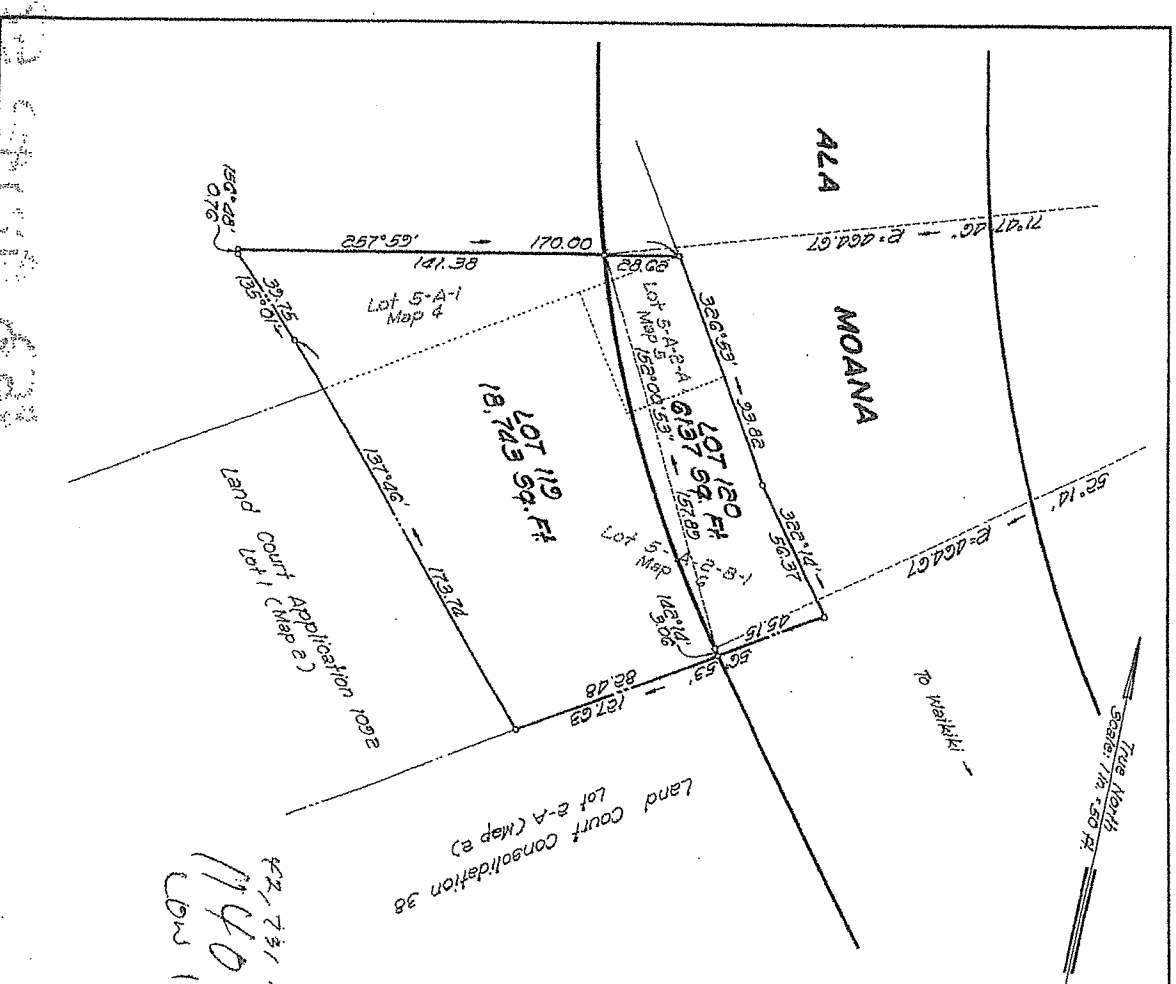


Tax Map 164, 2-B-10

EXHIBIT "K"

304.32' 7.5 Sq. Ft. *Twice*

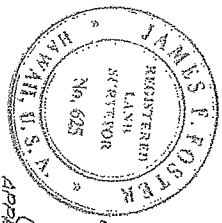
Tax Map Key: 2-6-10



42,741 352 sq. ft.
 114029
 CDM 119 + 120

LAND COURT
 STATE OF HAWAII
LAND COURT APPLICATION 852 (Amended)

CONSOLIDATION OF LOT 5-4-1 AS SHOWN ON MAP 4,
 LOT 5-4-2-A AS SHOWN ON MAP 5 AND
 LOT 5-4-2-B-1 AS SHOWN ON MAP 6
 AND SUBDIVISION OF SAID CONSOLIDATION
 INTO LOTS 119 AND 120
 AT KALIA, WAIKIKI, HONOLULU, OAHU, HAWAII



STATE OF HAWAII
 DEPARTMENT OF TRANSPORTATION
 HIGHWAYS DIVISION
 BY: *James T. Foster*
 Registered Professional Surveyor 625
 Land Court Surveyor 35
 APPROVED BY: *[Signature]*
 For Chief Engineer

Owner: State of Hawaii
 Owner's Certificate of Title: 12,029 and 42,731
 AUTHORIZED AND APPROVED BY ORDER OF THE JUDGE
 OF THE LAND COURT DATED MARCH 10, 1967
 BY ORDER OF THE COURT:
James G. Duvick
 Chief Registrar of the Land Court

Filed March 7, 1967 Paul Coffey

10 * 15 * 139 * FT

MAP 50

EXHIBIT 7

Abb 1065 Wbb d

1092

MAP 4

LAND COURT STATE OF HAWAII LAND COURT APPLICATION 1092

SUBDIVISION OF LOT 1
AS SHOWN ON MAP 2
INTO LOTS 1-A AND 1-B

KALIA, WAIKIKI, HONOLULU, OAHU, HAWAII

SAM O. HIROTA, INC.

BY: *Richard K. Kawasaki*
Registered Professional Surveyor 3844
Land Court Surveyor 201



864 S. Beretania St.
Honolulu, Hawaii
May 2, 1988

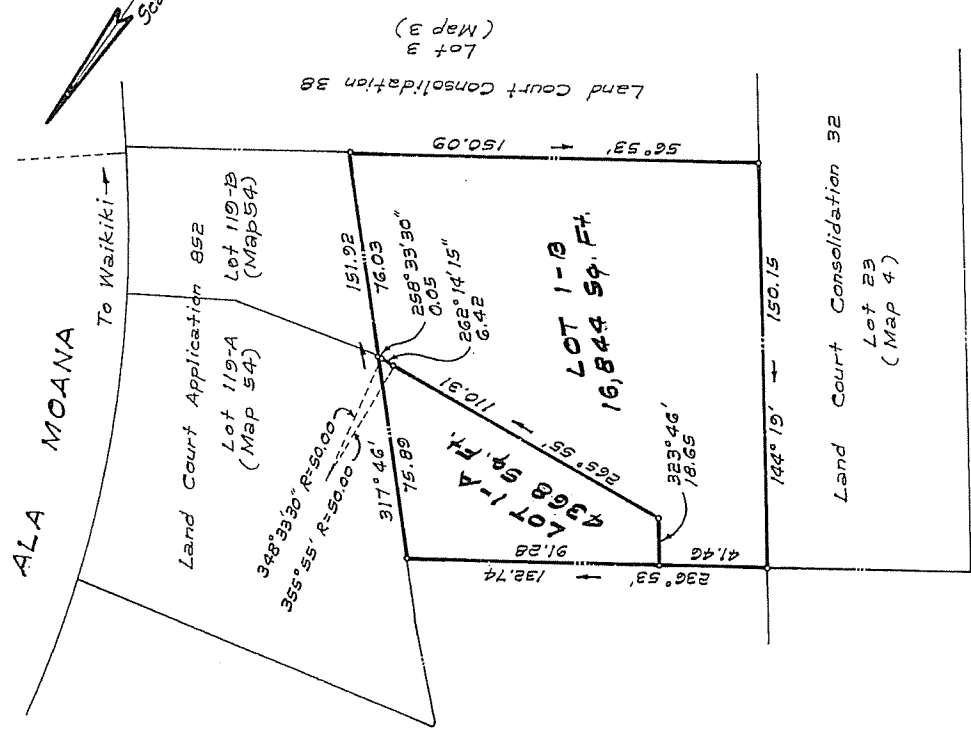
Owner: State of Hawaii
Owner's Certificate of Title: 42,731

AUTHORIZED AND APPROVED BY ORDER OF THE JUDGE
OF THE LAND COURT DATED JUNE 2, 1988
BY ORDER OF THE COURT.

Barbara E. Wright, Deputy
REGISTRAR OF THE LAND COURT

filed May 18, 1988 Barbara E. Wright, Deputy Registrar

10" x 15" = 1.0 Sq. Ft.



Tax Map Key: 2-6-10: Par. 3

2692 part 406

LICENSE NO. 74

(3)

BOARD OF HARBOR COMMISSIONERS

Territory of Hawaii

CN-39-7043401

#347

THIS LICENSE AND AGREEMENT, made this 27th day of April, 1953 by and between the BOARD OF HARBOR COMMISSIONERS of the Territory of Hawaii, hereinafter referred to as the Licensor, and ALA WAI BOAT WORKS LTD., of Honolulu, T. H., hereinafter referred to as the Licensee, WITNESSETH AS FOLLOWS:

1. In consideration of the covenants and agreements hereinafter set forth to be observed and performed by the Licensee, the Licensor, by virtue of the power and authority in it vested, does hereby grant to the Licensee a license for the term stated below in paragraph two (2) hereof, to use for the purposes and with the powers and subject to the covenants and conditions herein set forth, the following described premises, viz:

28,727 sq. ft. of land at the Ala Wai Boat Harbor Honolulu, T. H. being a portion of the public land set aside by Executive Order No. 1330 to be under the control and management of the Board of Harbor Commissioners and outlined in red on the print entitled "License to Ala Wai Boat Works, Limited by Board of Harbor Commissioners May, 1953" attached hereto and made a part hereof, said land being more particularly described as follows:

Beginning at the South corner of this parcel of land, the coordinates of said point of beginning referred to Government Survey Triangulation Station "Punchbowl" being 9,191.73 feet South and 2,912.18 feet East and running by azimuths measured clockwise from True South:

- 1. 143° - 46' 177.00 feet across Parcel 3 of Governor's Executive Order 1330;
- 2. 62° - 43' 10.49 feet across same;
- 3. 152° - 43' 7.49 feet across same;
- 4. 62° - 43' 25.00 feet across same;

EXHIBIT "N"

- ✓ 5. 152° - 19' 6.00 feet across same to the face of concrete landing;
- ✓ 6. 242° - 55' 97.60 feet ^{7"} along portion of Kalia Fishery along Ala Wai Yacht Basin;
- ✓ 7. Thence along same on a curve to the right having a radius of 174.07 feet, the chord azimuth and distance being 251° 02' 49.15 feet;
- ✓ 8. 259° - 09' 2.75 66.30 feet along Ala Wai (Canal) to the southwest side of Ala Moana;
- ✓ 9. 347° - 59' 24.93 feet along the southwest side of Ala Moana; thence along same on curves to the left having radii of 464.67 feet, the chord azimuths and distance for the next four courses being
- ✓ { 10. 344° - 53' 23" 50.15 feet; }
 ✓ { 11. 341° - 08' 27" 10.63 feet; } 2.57
 ✓ ✓ 12. 337° - 20' 57" 50.85 feet; 2.11
 ✓ 13. 331° - 23' 14" 45.81 feet; 1.90 }
 5.71 ✓ ✓ 14. 56° - 43' 30" 45.38 feet across Parcel 3 of Governor's Executive Order 1330; 1.99
 78.5 ✓ ✓ 15. 78° - 33' 30" 83.08 feet across same to the point of beginning. 7.46

225-6398

Area 28,727 square feet.

2. To have and to hold the said premises with their appurtenances for the erection of a two-story concrete block construction building as provided in paragraph four (4) and the operation of a marine railway and repair basin for the maintenance and repair of small boats for the term beginning May 1, 1953 and ending with April 30, 2004, provided, however, that if the Licensee shall default in the observance and performance of any of the covenants or agreements on the part of the Licensee to be observed and performed hereunder and if such default shall continue for thirty (30) days after written notice specifying such default and requiring such default to be remedied shall have been served upon the Licensee by the Licensor, then in any

10/15/2692 403

such case it shall be lawful for the Licensor, without warrant or other legal process, to enter into and upon the licensed premises or any part thereof in the name of the whole and terminate the rights of the Licensee under this license and agreement whereupon the improvements made pursuant to paragraphs four and five (4 and 5) shall become the property of the Licensor; provided that the Licensor may require the Licensee to remove said improvements and restore the premises to the same condition as that existing at the time of entering upon same under this license, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Licensee has no control, excepted.

3. The use and occupancy of the licensed area as provided herein constitute all that the Licensor is required to furnish the Licensee under the terms of this license and agreement for the rental consideration. The Licensee agrees that the Licensor shall maintain and have right of entry to the transformer vault located within the licensed premises and right-of-way for the installation, maintenance and repair of underground utilities traversing the licensed premises. The Licensor agrees that the Licensee shall have the use of the remainder of the building housing the transformer vault, the upkeep of which shall be at the Licensee's expense.

4. The Licensee shall within one year after the beginning of the term of this license and agreement, erect at its own expense a two-story building of not less than 4,000 square feet total floor area, of concrete block construction, of design similar to the present toilet, shower and transformer buildings. All plans and specifications for said building shall be submitted by the Licensee to the Licensor for approval and no construction shall commence before such approval is secured. The Licensee shall provide space suitable for Tom's Canvas Shop on the second floor and space suitable for

K. Sumida, Patterson's Ship Chandlery and E. R. Simmerer and shall also contact Tada's Lure and Tackle Shop and the Hawaii Yacht Club as to whether they will want space in said building. The Licensee shall consult with above prospective tenants as to space requirements and rental rates. Upon completion of said building the Licensee will forthwith tear down and completely remove and clear the site of the building presently occupied by Tom's Canvas Shop, K. Sumida and storage space for Harbor House Cafe. Rentals on the present buildings will accrue to the Board of Harbor Commissioners until the buildings are destroyed. Except as to tenants of the building to be constructed, the premises shall be used only for the purposes of the operation of a marine railway and repair basin for the maintenance and repair of small boats and such other purposes connected with the operation of Ala Wai Boat Harbor as shall have the prior approval in writing of the Licensor. Space in the building to be constructed may be let to others for any lawful purpose other than living quarters, a restaurant, launderette, food store, liquor dispenser, or fueling of motor vehicles or vessels.

5. The Licensee shall have the right, during the term of this license and agreement to construct the necessary facilities for the operation of a marine railway and repair basin for small boats, provided, however, that all plans and specifications for improvements to the licensed premises, including the erection of signs and fences, and any alterations or additions to said improvements, shall first be submitted by the Licensee to the Licensor for approval and no construction shall commence before such approval is secured.

6. At the expiration of this license and agreement the improvements constructed by the Licensee as provided in paragraphs four and five (4 and 5) shall become the property of the Licensor.

WARRZBYZ 1004110

De 60606-1968

shall pay to the Licensor, as compensation for the privileges granted hereby the following:

(a) During the entire term of the lease, 6% of the gross receipts of the Licensee for the hauling out, lay-up and launching of boats in connection with the operation of the marine railway and repair business, together with the gross receipts of the Licensee on account of pumping services and services of the boat referred to in paragraph seventeen (17). Such gross receipts shall not include receipts of Licensee for repairs, parts, marine supplies, berthing space, power, and water. The 6% of gross receipts shall be paid monthly on the 15th day of the month following that in which the income is received. For the purposes of this provision, the Licensee shall keep such records and make such reports as shall be requested in writing by the Licensor.

(b) A fixed rental, payable monthly in advance on the first day of the month, the following amounts:

(1) For the first eleven (11) years of the term, \$285.00 per month.

(2) For each succeeding ten-year period, such amount as shall be determined to be the reasonable monthly rental value of premises demised, but exclusive of the improvements placed thereon by the Licensee. Said determination shall be made during the half year immediately preceding the period for which the rental is to be effective and, if possible, shall be made by mutual agreement between the parties hereto, but if no agreement is reached three months prior to the period for which the rental is to be effective the rental shall be determined by three appraisers of whom one shall be selected by the Licensor, one shall be selected by the Licensee and the third shall be selected by the two so selected. The rental fixed by a majority of the three appraisers shall be binding upon both parties. Each party shall pay the fees of the appraiser selected by it. All other expenses shall be borne equally by the Licensor and Licensee.

8. The Licensee shall from time to time during the term of this license and agreement pay and discharge all taxes imposed or assessed on the licensed premises or on any improvements thereto. The Licensee shall not be required to pay assessments for public improvements.

9. The Licensee shall pay for all water, electricity or other utilities and any costs incurred for the installation and metering thereof.

10. The Licensee shall during the term of this license and agreement maintain in good repair all improvements constructed within the licensed premises, will keep the area free from rubbish and fire hazards and will practice good housekeeping to keep the premises presentable.

11. The Licensee shall, at its own expense, conform to and fully comply with all laws, ordinances, rules and regulations, of whatever government or government agency, which relate to or affect the licensed premises or the business conducted thereon.

12. The Licensee agrees to hold the Licensor, its officers and agents, free and harmless from all suits or actions of every nature and kind which may be brought for or on account of any injury to persons or property caused directly or indirectly at any time during the term of this license and agreement by virtue of the exercise of the rights granted herein to the Licensee.

13. The Licensee, within ten (10) days after the effective date of this license and agreement, will furnish to the Licensor a bond in the sum of \$5,000.00 to guarantee the full and faithful payment, observance and performance by the Licensee of all of the terms, covenants and conditions of this license and agreement, said bond to be supported by the obligation of a corporate surety licensed to do business in the Territory of Hawaii, or in lieu of such bond the Licensee to deposit with the Licensor cash or negotiable securities, of a character satisfactory to the Licensor, in like amount. The Licensee will keep said bond or deposit in full force and effect until the completion and approval by the Licensor of the building which the Licensee is required to erect as per paragraph four (4) hereof.

LIBR 2692 no. 412

14. The Licensee shall secure and during the term of this license and agreement shall at all times keep in force public liability insurance of not less than \$10,000.00 to cover damages to property and not less than \$100,000.00 to cover injury or death to persons caused directly or indirectly by the Licensee or its permitted sub-lessees, servants or agents at any time during the term of this license and agreement or renewal thereof by virtue of the exercise of the rights granted herein to the Licensee or its permitted sub-lessees, servants or agents.

15. Within ninety (90) days after the Licensee has completed the removal and clearing of the site of the building as provided in paragraph four (4) the Licensor shall fill and grade the marine railway land area with coral to provide adequate drainage.

16. The equipment for the operation of the marine railway itemized on the list attached hereto and made a part hereof, which equipment is the property of the Licensor, is hereby turned over to the Licensee, receipt of which is hereby acknowledged. At the expiration or prior termination of this license and agreement all of said equipment will be returned to the Licensor in as good condition as when received, ordinary wear and tear excepted, provided, however, that any of said equipment which becomes unserviceable due to normal use may be returned to the Licensor and the Licensee shall thereby be relieved of responsibility for such equipment. Equipment (but not tools) purchased by the Licensee as replacement of said equipment will become the property of the Licensor upon expiration or prior termination of this license and agreement or renewal thereof.

deleted

17. The Licensee shall, in addition to the equipment mentioned in paragraph sixteen (16) be given the use of the Ala Wai Harbor Patrol Boat, receipt of which is hereby acknowledged, said boat to be operated and maintained by the Licensee as a service, for which the Licensee shall charge reasonable fees to the boats moored in the Ala Wai Boat Harbor. The Licensee shall make said boat available to the Licensor on the same terms and conditions as provided to others. If said boat becomes unuseable due to normal use the Licensee shall purchase a replacement, which shall remain the property of the Licensee at the termination of this license and agreement or renewal thereof.

18. The Licensee shall be responsible for the repair or replacement of the equipment mentioned in paragraph sixteen (16) and the boat mentioned in paragraph seventeen (17) in the event that said equipment or boat is made unserviceable due to use, misuse or damages.

19. The Licensee shall be given exclusive use of the berthing space along the portion of the concrete work dock included in the licensed area for the berthing of vessels for servicing and repair but not for sub-lease for the mooring of boats. The Licensor shall maintain and keep in good repair the seawall along said concrete work dock.

20. The facilities of the work dock and marine railway and repair area shall be made available by the Licensee to all small boat owners on equal terms but preference shall be given to boats mooring in the Ala Wai Boat Harbor in scheduling operations. The Licensee shall permit owners or operators of

BOOK 2692 PAGE 414

boats to work on their boats or to hire others to work on them at the work dock or within the marine railway area, subject to a reasonable fee for berthing or the hauling out, lay-up and launching.

21. The Licensee shall not assign this license and agreement nor sublet the licensed premises or any part thereof, excepting rental of the building to be erected by the Licensee as provided in paragraph four (4) without the written consent of the Licensor, nor permit the use of said premises by anyone other than the Licensee, its permitted sub-lessees and the agents and servants of the Licensee or of said permitted sub-lessees.

22. The Licensee agrees that should the licensed premises be needed for public use other than that covered by this license and agreement, the Licensor shall have the right to terminate this license and agreement on six (6) months written notice given to the Licensee and if this license and agreement is so terminated, the Licensor shall compensate the Licensee for his equity, the value of which shall be based upon the depreciated replacement cost, at the time of termination, of all improvements constructed by the Licensee within the licensed premises and all equipment purchased by the Licensee for marine railway operation, as mutually agreed upon or by appraisal. Appraisal shall be by three appraisers the same as provided for the rental appraisal in paragraph seven (7). In the event that the Licensor shall exercise the right to terminate this license and agreement as herein provided, the Licensee shall give its tenants and sub-lessees, if any, at least four (4) months notice of the termination of their tenancy prior to the date of termination of this license and agreement. No damages whatsoever shall be incurred by the Licensor for any suit or action of any nature or kind which may be brought against the Licensee due to the

ILLUSTRATION OF DICK AND FISH PONDS NEAR ALA MOANA BRIDGE. PROPOSED TO RECLAIM



EXHIBIT "0"

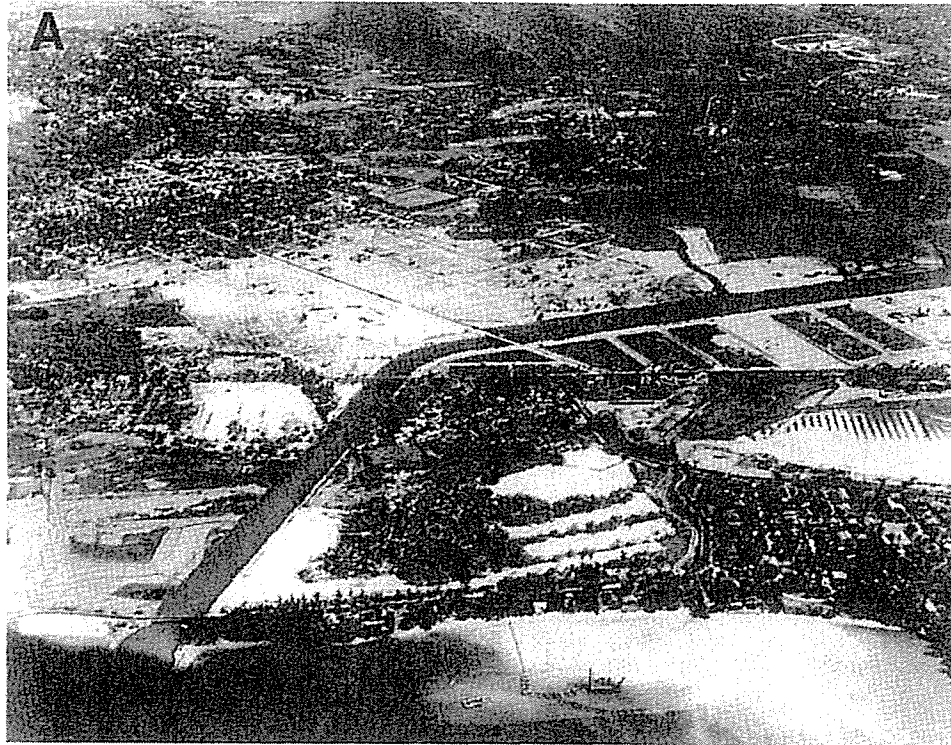


FIGURE 5. (A) Aerial view in 1927 near the time of the Ala Wai Canal's completion. The Ala Wai Yacht Harbor has not yet been constructed (compare with Figure 2) and dredging of coral continues in the reef tract offshore. Photograph courtesy of Bishop Museum Archives. (B) Waikiki and the Ala Wai Canal, 1978. The Mānoa-Pālolo Stream drainage canal (lined with scrubs) feeds freshwater and high volumes of sediment to the midsection of the canal where a sedimentary sill develops. The Ala Wai Golf Course is to the left of the Mānoa-Pālolo Stream. Photograph courtesy of Bishop Museum Archives.



EXHIBIT "Q"

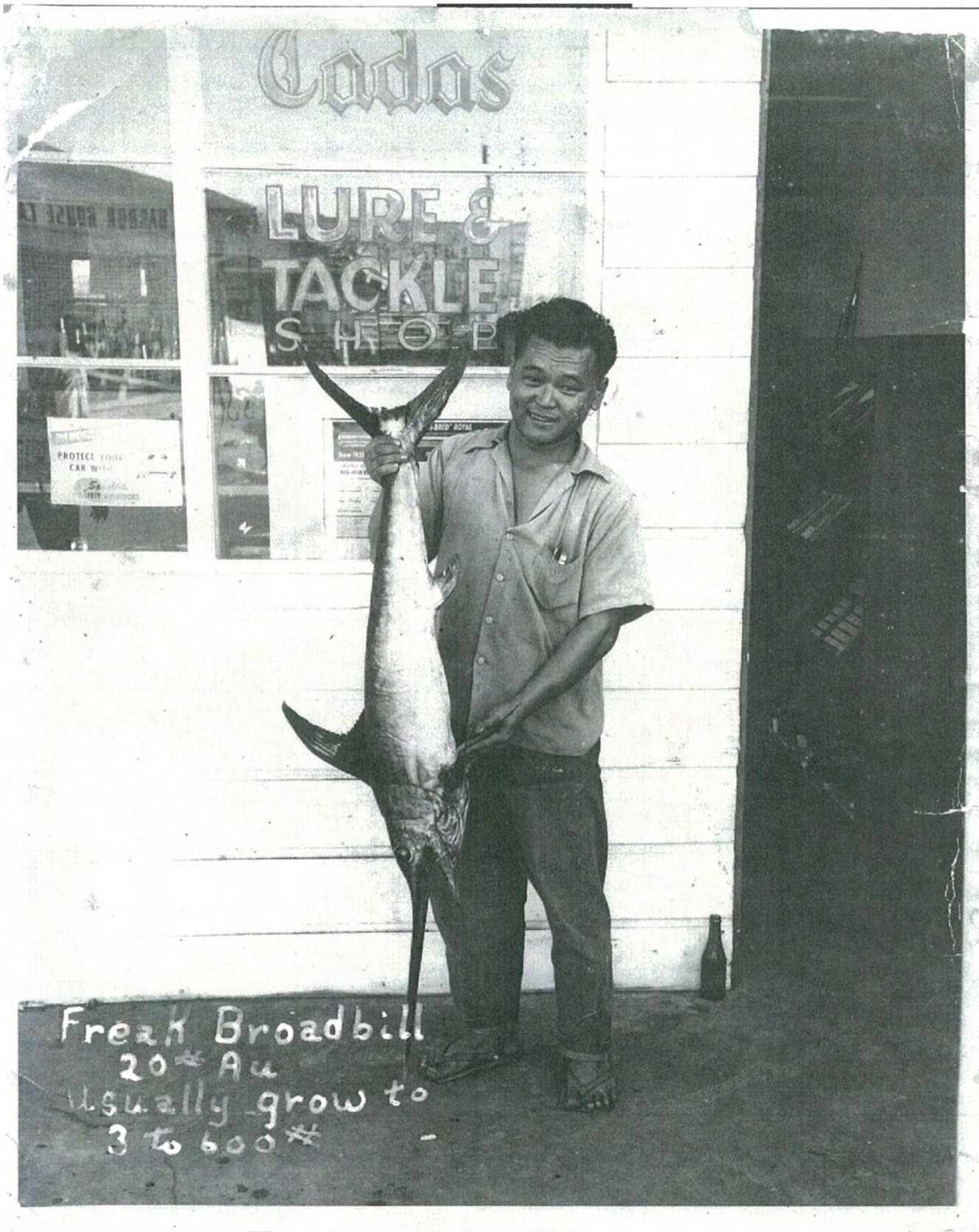


Exhibit "R" - Pg. 1

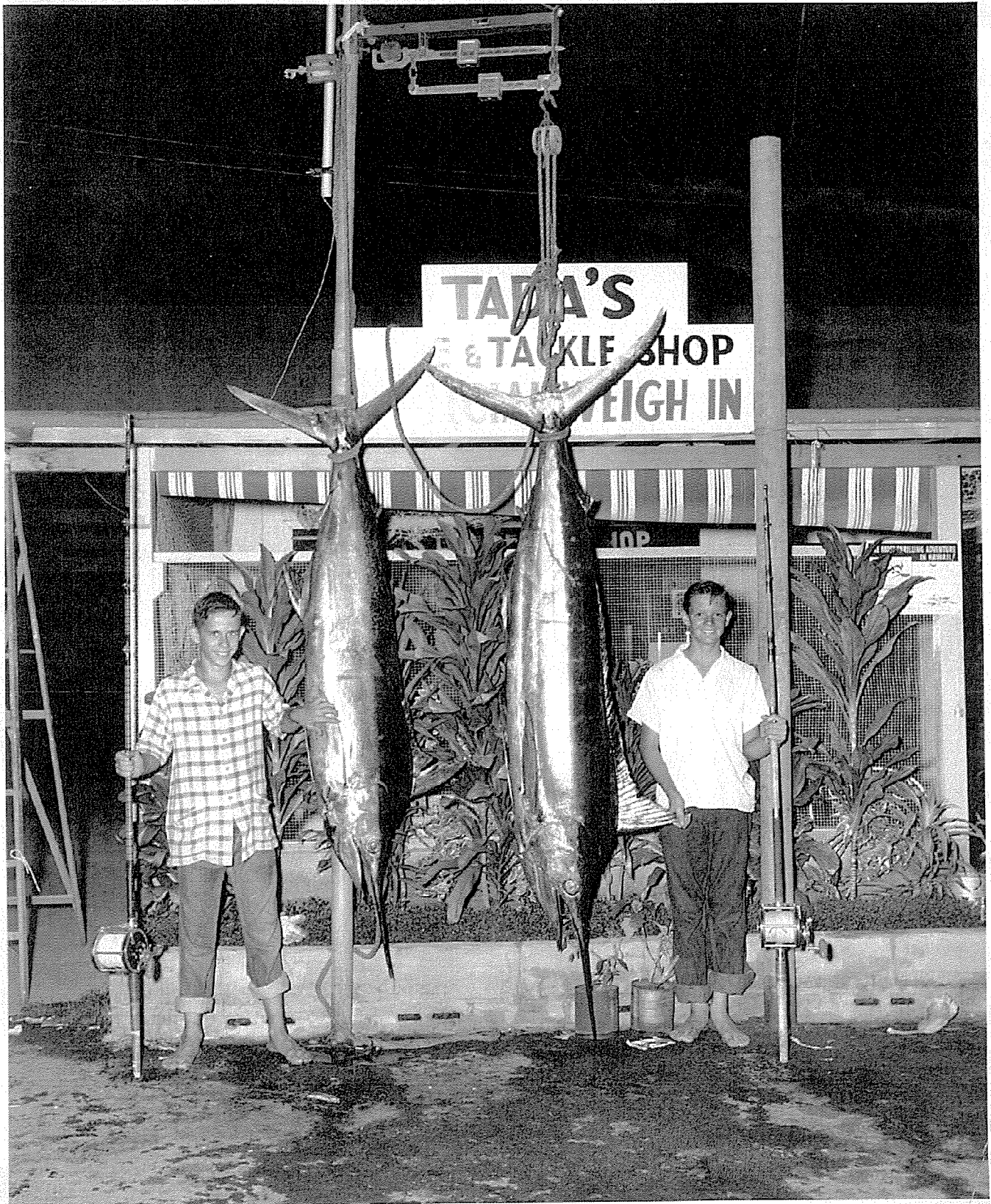


Exhibit "R" – Pg. 2

November 4, 1952, Kamchatka earthquake

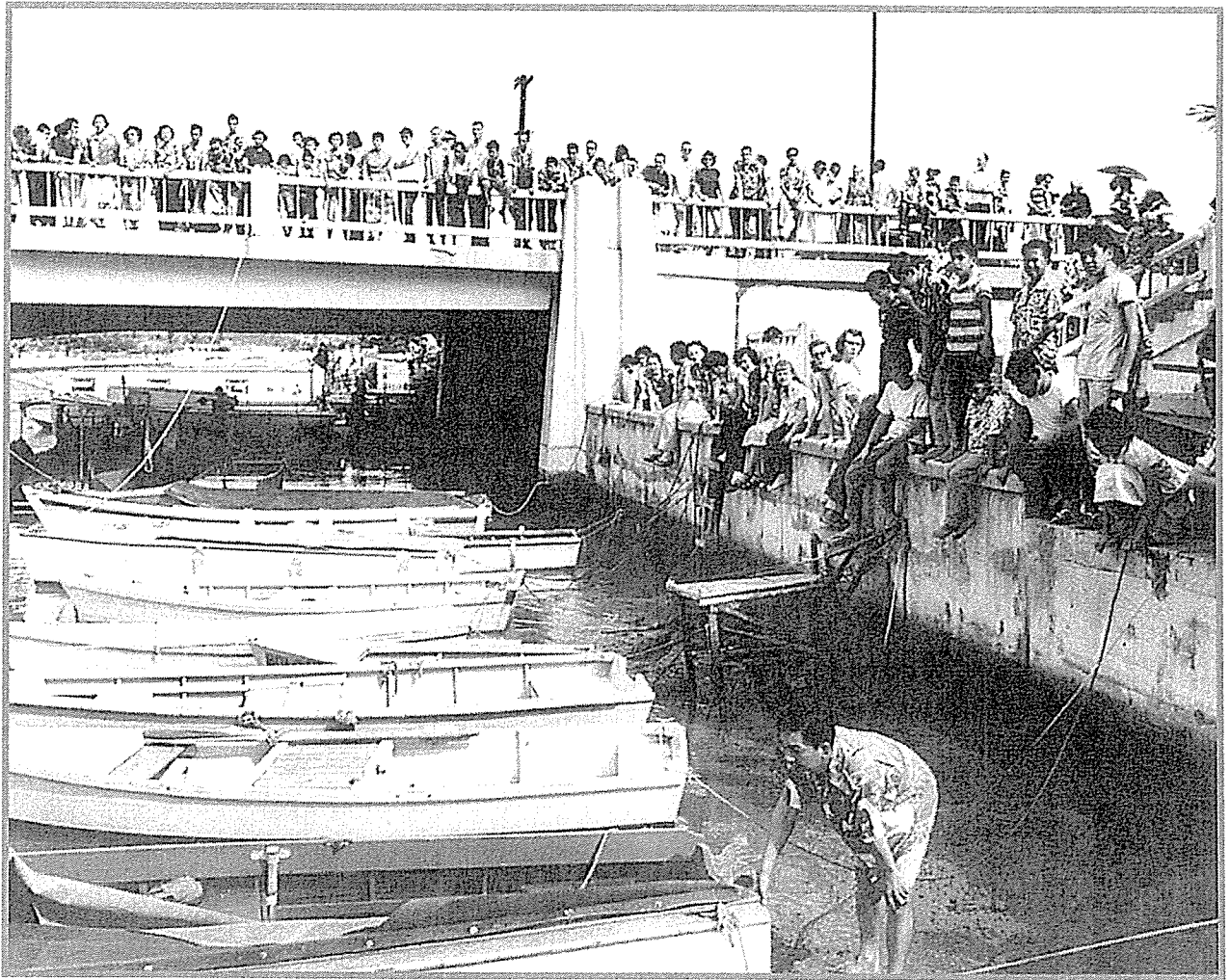


Photo credit: Camera Hawai'i

*Ala Wai Yacht Harbor, Honolulu, Hawai'i.
Waters of the Ala Wai Canal receded to the bottom
before surging back. Boats rested on the bottom
near the Ala Moana bridge.
Runup 12.5 ft avg, Max Ka'ena Pt 28 ft.*



International Tsunami Information Center
Honolulu, HI 96822 USA
E-mail: itic.tsunami@noaa.gov
URL: <http://www.prh.noaa.gov/itic/>



EXHIBIT "5"

Marker 17 (Location: Patio of Ilikai Hotel)

The Pi'inaio was Waikiki 's third stream which entered the sea here where the Ilikai Hotel stands. Unlike the Kuekaunahi and 'Apuakehau streams, the mouth of the Pi'inaio was a large muddy delta intersected by several small tributary channels.

The sea teemed with fish, eels, shrimp, lobster, octopus, crab and limu (seaweed). The fishermen of Kalia caught so much fish that they became known as "human fishnets." As recently as the 1930s, residents of Kalia described the area as "one of the most productive seafood producing bays ever known." In season, they would see thousands of white crabs on the beach and catch them by the bucket full. Alas, today Waikiki has been almost totally fished out.

EXHIBIT "T"

MARKER 18 (Location: Diamond Head Corner of Entrance to Ala Moana Park)

In the late 1800s, Chinese farmers converted many of Waikiki's taro and fishponds into duck ponds. This area, including the Ala Moana Shopping Center, was covered with duck farms.

Early in the 20th century, Ala Moana Beach was a barren swampland with an old dirt road that saw little traffic. Smoke rose constantly from a smoldering refuse dump near the water's edge. In 1912, Walter Dillingham purchased the land adjacent to this uninviting waterfront, much to the amusement of his peers.

Most of the acreage was three feet underwater, but Dillingham was no fool. He was in the dredging business, and the swamp was the perfect place to dump all the earth he was removing elsewhere.

In 1931, the City and County of Honolulu decided to clean up the waterfront. A boulevard between this new park and the adjacent property was also built. The new Moana Park was dedicated by President Franklin Delano Roosevelt in 1934. In 1947, its name was officially changed to Ala Moana. The swimming area was once a boat channel leading from the Ala Wai Canal to Kewalo Basin. In 1955, the 'Ewa (west) end was closed off and a mile of sand brought in from the Waiana'e coast. Later, the construction of Magic Island closed off the other end of the channel.

As for the land across the street, Lowell Dillingham came up with an idea in 1949: A shopping center unequalled in the world. Planning, financing and construction took ten years, but the new Ala Moana Shopping Center, a two-story structure on fifty acres, was ready for opening the same year Hawaii became the 50th State.

MARKER 19 (Location: Ala Wai Canal Side of Hawai'i Convention Center)

Ala Wai (freshwater way) Canal was at the heart of Waikiki Reclamation Project launched in the early 1900s to “reclaim a most unsanitary and unsightly portion of the city.” The smelly duck farms and the millions of mosquitoes that stagnant ponds bred were the culprits. Residents complained, the Territorial Government responded, and work began in 1922. With the canal’s completion in 1928, the taro and rice fields, the fish and duck ponds, vanished. The reclaimed acres turned into house lots which eventually turned into apartments, stores, restaurants, hotels – and one of the world’s greatest destination areas.

Begun in 1996, the Hawai'i Convention Center is the largest public building of its kind in Hawai'i. It is situated on 11 acres of land, contains more than one million square feet of floor space, three acres of gardens, and a 36,000 square foot ballroom! Funded by the State of Hawai'i, this world-class facility truly captures Waikiki's “Hawaiian sense of place” in its design, materials, gardens, and artforms.

PHASE I ENVIRONMENTAL SITE ASSESSMENT

**Ala Wai Yacht Harbor Fuel Dock
1661 Ala Moana Boulevard
Honolulu, Hawaii 96815
TMK (1) 2-3-37: Parcel 20**

BES Project No.: 03-1371

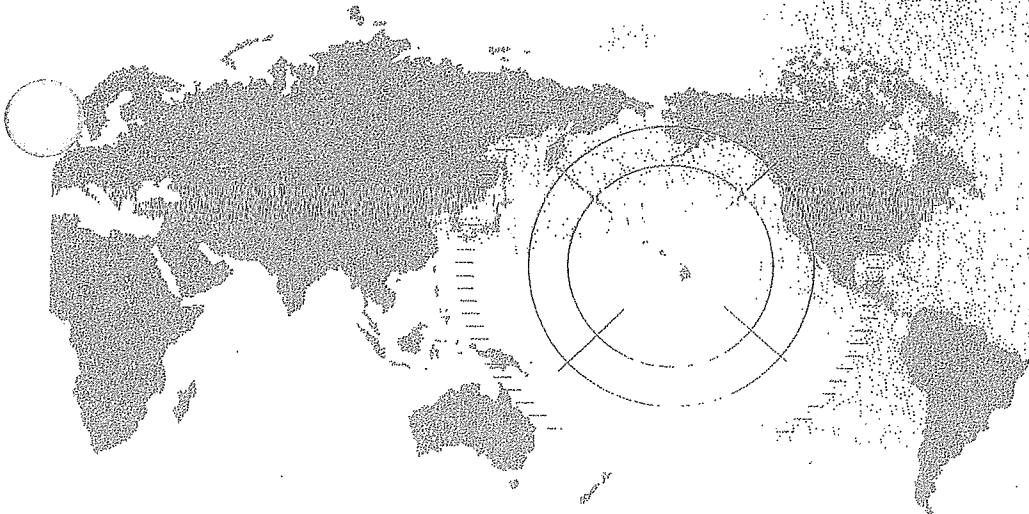


EXHIBIT "U"

PHASE I ENVIRONMENTAL SITE ASSESSMENT

Ala Wai Yacht Harbor Fuel Dock
1661 Ala Moana Boulevard
Honolulu, Hawaii 96815
TMK (1) 2-3-37: Parcel 20

BES Project No.: 03-1371

Prepared For:

Magic Island Petroleum
P. O. Box 1594
Kailua, Hawaii 96734

Prepared By:

BEI Environmental Services
311 Pacific Street
Honolulu, Hawaii 96817

January 12, 2004

Phase I Environmental Site Assessment
Ala Wai Yacht Harbor Fuel Dock
Honolulu, Hawaii 96815

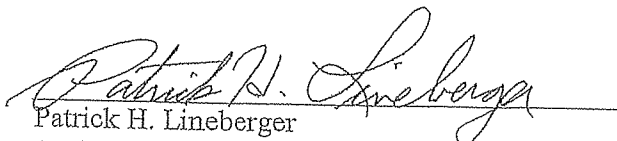
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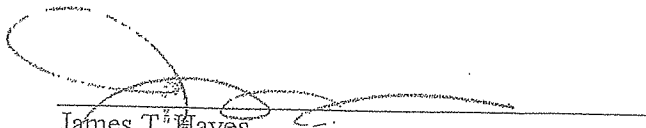
Magic Island Petroleum
P. O. Box 1594
Kailua, Hawaii 96734

PHASE I ENVIRONMENTAL SITE ASSESSMENT
ALA WAI YACHT HARBOR FUEL DOCK
1661 ALAMOANA BOULEVARD
HONOLULU, HAWAII 96815
TMK (1) 2-3-37: PARCEL 20

BES Project No.: 03-1371

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January 12, 2004

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
Title Page.....	i
Signature Page.....	ii
Executive Summary	vi
1.0 INTRODUCTION	1
2.0 SITE DESCRIPTION	2
2.1 Site and Vicinity Characteristics	2
2.2 Physical Setting	2
2.2.1 Topography	2
2.2.2 Soils.....	2
2.2.3 Geology	3
2.2.4 Hydrology.....	3
2.2.5 Wells and Drinking Water Sources.....	4
2.3 Current Land Use	5
2.4 Past Land Use.....	5
2.4.1 Maps and Aerial Photographs	5
2.4.2 Building Permits.....	6
2.4.3 City & County Tax Records.....	6
2.4.4 Sanborn Fire Insurance Maps.....	6
2.4.5 Previous Environmental Records	7
3.0 AGENCY LIST REVIEW	7
3.1 EPA National Priorities List.....	8
3.2 EPA RCRA CORRACTS Facilities List	8
3.3 HDOH SHWS List.....	8
3.4 HDOH HEER Lists.....	8
3.5 EPA CERCLIS List.....	9
3.6 EPA RCRA non-CORRACTS TSD Facilities List	9
3.7 HDOH Landfill and/or Solid Waste Disposal Site Lists (SWF/LF).....	9
3.8 HDOH Leaking UST (LUST) List.....	9
3.9 HDOH UST Section Database Listing.....	9
3.10 EPA CERCLIS-NFRAP List	11
3.11 EPA RCRA (RCRIS) Generators List	11
3.12 EPA ERNS List.....	12

TABLE OF CONTENTS (Continued)

<u>Section</u>	<u>Page</u>
4.0 PERSONNEL INTERVIEW AND SITE RECONNAISSANCE.....	12
4.1 Personnel Interview.....	12
4.2 Site Reconnaissance.....	13
4.2.1 Hazardous-Chemical-Containing Materials and Waste.....	13
4.2.2 Waste Oil/Solvents.....	14
4.2.3 USTs, ASTs, Oil/Water Separators, Pipelines.....	14
4.2.4 Drains.....	15
4.2.5 Indication of Polychlorinated Biphenyl (PCB)-Containing Materials.....	15
4.2.6 Mercury.....	15
4.2.7 Chlorofluorocarbons.....	15
4.2.8 Suspect Lead-Based Paint.....	15
4.2.9 Suspect Asbestos-Containing Building Materials (ACM).....	15
4.2.10 Stains and Chemical Odors.....	15
4.2.11 Cesspool.....	15
4.2.12 Stressed Vegetation.....	16
4.3 Adjacent Property Inspection.....	16
5.0 DISCUSSION AND CONCLUSIONS.....	16
6.0 LIMITATIONS.....	18
7.0 REFERENCES.....	19

Phase I Environmental Site Assessment
Ala Wai Yacht Harbor Fuel Dock
Honolulu, Hawaii 96815

LIST OF FIGURES

<u>Number</u>	<u>Title</u>
Figure 1	Area Location Map
Figure 2	Adjacent Properties Map
Figure 3	Site Plan
Figure 4	Aquifer Map
Figure 5	UIC and Groundwater Wells Map

LIST OF APPENDICES

<u>Appendix</u>	<u>Title</u>
A	Photographs
B	EDR Radius Map Report
C	Personal Interview Questionnaire
D	Tank Tightness Test Record
E	Site Building Plans for Marine Texaco Service Station

EXECUTIVE SUMMARY

BEI Environmental Services (BES) was retained by Magic Island Petroleum to conduct a Phase I Environmental Site Assessment (ESA) for the area occupied by the Ala Wai Yacht Harbor Fuel Dock facility. The facility has an address of 1661 Ala Moana Boulevard, Honolulu, Hawaii 96815 and a Tax Map Key (TMK) designation of (1) 2-3-37: Parcel 20.

BES has performed the Phase I ESA in conformance with the scope and limitations of ASTM Practice E 1527-00. Based on our research into the Site's history, BES' site reconnaissance, records review, and personnel interview, this assessment has revealed the following recognized environmental conditions that the property owner and lessee should be aware of:

Recognized Environmental Conditions

- **Aboveground Storage Tanks (ASTs)** - The Site has two, 2,000-gallon aboveground fuel tanks with associated underground lines and two dock-side dispensers that are used to dispense gasoline and diesel fuel to boats (Sections 4.1 and 4.2.3).

There are two above ground propane tanks located on the Site (Section 4.2.3).

- **Fuel Spills** - The interview performed during the December 23, 2003 site inspection and the telephone interview with a Ala Wai Yacht harbor supervisor indicated there have been several incidences of spills resulting from overflow of gasoline and diesel fuel during fueling activities over the years (Section 4.1). While the spills were reportedly either cleaned up or they dissipated naturally, the potential for future spills during refueling activities by boat owner customers remains.

- **Petroleum Stains** - Dark to light gray stains were observed on the surfaces of the dispenser islands and concrete pads surrounding the two fuel dispensers, indicative of past spills and/or leaks of fuel during fueling operations (Section 4.2.10).

The concrete pad beneath the two, 2,000-gallon ASTs was heavily stained (Section 4.2.10).

Historical Recognized Environmental Conditions (on-site)

- Examination of building plans dated 1962 and other records at the Hawaii Department of Health (HDOH) Underground Storage Tank (UST) section indicated there were seven USTs located on the Site from 1965 until 1987 when they were removed (Section 3.9; site plan diagram in Appendix E). A UST closure report was not generated. Thus, the condition of the soil and groundwater in the vicinity of the former USTs, the dispensers, and the underground lines is unknown. Documents in HDOH files for the former UST site indicated the HDOH does not intend to perform any site assessment on the former UST site to determine if there were any releases associated with the seven removed USTs. However, it remains possible that one or

more of the USTs and associated dispensers and lines leaked over their 22-year lifespan, and that petroleum hydrocarbon contamination is present on the Site.

The former USTs were not associated with the current lessee of the Site, Magic Island Petroleum, since they took over the Site lease in 1995, eight years after the removal of the seven USTs. Magic Island Petroleum also did not have any knowledge (Section 4.1) of the former USTs until informed by the findings of this ESA.

- Building plans dated 1962 and examined at the HDOH UST section indicated the presence of a cesspool in front of the building (Section 3.9). There was no surficial evidence observed during the December 23, 2003 site inspection for a cesspool in this area (Section 4.2). The manager of the Site indicated in the interview that the facility has a City & County sewage hookup (Section 4.1). Magic Island Petroleum also did not have any knowledge of the former cesspool until informed of the findings of this ESA.
- Prior to the installation of the two, 2,000-gallon ASTs currently located on the Site, fuel was reportedly dispensed to boats by tanker trucks (Section 4.1). There were only very small releases that occurred during fueling operation at that time.

Historical Recognized Environmental Conditions (off-site)

- **Releases/Spills to Water** - Forty-six of 254 HDOH-recorded release sites located within a one-mile radius of the Site were associated with petroleum hydrocarbon sheens and spills of unknown substances into the waters of the Ala Wai Canal and the Ala Wai Yacht Harbor (Section 3.4).

Releases of petroleum hydrocarbons and other substances into the Ala Wai Harbor area are a chronic problem. Evidence for spills, such as observable sheens, discoloration of the water, and petroleum or chemical-like odors, should be reported to the U.S. Coast Guard and to the HDOH HEER Department.

Other On-Site Environmental Concerns

- **Refrigeration Units** - Chlorofluorocarbons (CFCs) may be associated with the refrigeration units found in building of the Site (Section 4.2.7). All CFCs are EPA-regulated materials with specific guidelines for their disposal. If the units are to be serviced, taken out of service, or demolished, then the CFCs must be handled in accordance with the regulations that govern their removal, transport, and disposal.
- **Fluorescent Light Ballasts** - Ballasts are associated with the fluorescent light fixtures found in the Site building (Section 4.2.5). Florescent light ballasts manufactured before 1979 can be PCB-containing. Therefore PCB-containing ballasts may be present at the Site since the building was reportedly constructed in 1962 (Section 2.4.2).
- **Mercury-Containing Light Bulbs** - The interior of the Site building utilized fluorescent lights (Section 4.2.6). The bulbs can contain small amounts of mercury and cannot be disposed of in local landfills in large quantities. Large quantities

(greater than five bulbs at one time) of fluorescent bulbs must be disposed of at a mainland USA EPA-approved disposal facility or recycler.

- **Lead-Based Paint** - The Site building was reportedly constructed in 1962 (Sections 2.4.2 and 4.2.8). Thus, the painted surfaces of the building have a potential to contain lead-based paint (LBP).
- **Asbestos-Containing Building Materials** - The Site building was reportedly constructed in 1962 (Sections 2.4.2 and 4.2.9). Thus, there is a potential for asbestos in some building materials.

1.0 INTRODUCTION

This report was prepared by BEI Environmental Services (BES) for Magic Island Petroleum. It presents the results of our Phase I Environmental Site Assessment (ESA) of the Ala Wai Yacht Harbor Fuel Dock facility. The facility provides fueling services, a convenience store, a coin-operated laundry, and a restroom/shower for boat slip lessees and yacht visitors to the State of Hawaii-owned Ala Wai Yacht Harbor. The facility, hereinafter referred to as the "Site", has an address of 1661 Ala Moana Boulevard, Honolulu, Hawaii 96815, and is located at the end of a former breakwater pier (Figures 1 - 3; Photos 1 and 2, Appendix A). The property has a Tax Map Key (TMK) designation (1) 2-3-37: Parcel 20.

The purpose of this assessment was to evaluate, on the basis of readily available information, the potential presence of hazardous and petroleum substances at and surrounding the Site. During this assessment, the potential for Site soil and groundwater contamination was assessed, however, no soil or groundwater samples were collected. The neighboring properties were also assessed in order to evaluate if areas within a specific distance of the Site could adversely impact the Site through the presence and/or release of hazardous and petroleum substances.

BES' assessment of the Site has been performed in general accordance with the American Society for Testing and Materials (ASTM), "Standard Practices for Environmental Site Assessments: Phase I Environmental Site Assessment Process," (ASTM Designation E 1527-00; ASTM 2000). Our ESA includes the following six elements:

1. REVIEW OF SITE GEOLOGY AND HYDROGEOLOGY. Review of pertinent, available documents and maps regarding local geologic and hydrogeologic conditions.
2. REVIEW OF REGULATORY RECORDS. Review of available Hawaii State Department of Health (HDOH) and United States Environmental Protection Agency (EPA) lists of known or potential hazardous waste sites or landfills, and sites currently under investigation for environmental violations.
3. REVIEW OF SITE HISTORY. Review and interpretation of archival topographic maps, Sanborn maps, and/or aerial photographs. The area of the Site was examined to obtain information regarding historical land use that could have involved the manufacture, generation, use, storage, and/or disposal of hazardous substances. Gather information regarding past and current Site development and/or land use provided by the City and County of Honolulu Building Permits and Zoning Department.
4. SITE RECONNAISSANCE. A reconnaissance of the Site and the adjoining areas to make visual observations of existing Site conditions, improvements, and/or operations, types of land use and nature of businesses within the search area.

5. PERSONNEL INTERVIEW. Interviews with property representatives familiar with the Site to obtain existing Site knowledge and evaluate Site land use, Site history, operations and maintenance procedures.
6. DATA EVALUATION AND REPORT PREPARATION. Preparation of this report, which describes the research performed, BES' findings, professional opinions, and conclusions.

2.0 SITE DESCRIPTION

2.1 Site and Vicinity Characteristics

The subject of this Phase I ESA is the property occupied by the Ala Wai Yacht Harbor Fuel Dock. The Site has an address of 1661 Ala Moana Boulevard, Honolulu, Hawaii 96815 and a TMK designation of (1) 2-3-37: Parcel 20. The Ala Wai Yacht Harbor Fuel Site is a facility that dispenses fuel to boats and operates a convenience store for yacht owners and visitors to the Ala Wai Yacht Harbor.

Topographic map coverage of the Site vicinity is provided by the United States Geological Survey (USGS), Honolulu, Hawaii 7.5 Minute quadrangle (USGS, 1998; Figure 1). Photographs 1 through 10 in Appendix A and Figure 3 show the condition of the Site and surrounding areas at the time of the site inspection performed on December 23, 2003.

2.2 Physical Setting

BES reviewed published geologic and hydrogeologic references and maps to obtain available information regarding subsurface conditions in the general area of the Site.

2.2.1 Topography

The Site lies in Honolulu, along the south coast of the Island of Oahu, at the confluence of the Ala Wai Canal and the Pacific Ocean. The 1998 USGS topographic map of the area shows the Site to be located at the end of a pier, on flat ground at an elevation of less than 10 feet above mean sea level (msl) (Figure 1). A map examined at the University of Hawaii library showed the site to have an actual surveyed elevation of 5.5 feet above sea level (Section 2.4.1). The Site drainage is into the surrounding Ala Wai Yacht Harbor waters.

2.2.2 Soils

The US Department of Agriculture (USDA) classifies the soil at the Site as "Mixed fill land" (mixed FL), which occurs primarily around the Pearl Harbor and Honolulu areas adjacent to the ocean. It consists of materials dredged from the ocean and general materials from other sources (Foote, et al., 1972).

2.2.3 Geology

The Island of Oahu is comprised of two volcanoes: the Koolau Volcano and the Waianae Volcano. The Waianae Range is the older of the two volcanoes and lies to the west of the younger Koolau Volcano. The Waianae Volcano is a shield volcano built up by a series of eruptions, which produced the Waianae Volcanic Series. The eroded remains of the Waianae Volcanic Shield comprise western Oahu.

The Koolau Volcano is an unusually elongated shield volcano built principally by eruptions along a northwest-trending rift zone. The lavas produced during the shield-building phase of the volcano are known as the Koolau Volcanic Series and consist of tholeiitic and olivine basalts with small amounts of oceanite. The eroded remains of the Koolau Volcanic Shield are approximately 37 miles long, trending northwest-southeast, and comprise approximately two-thirds of Oahu.

A long period of volcanic quiescence followed the Koolau shield-building stage, during which erosion occurred and alluvium and marine sediments accumulated along coastal regions. Deep valleys were incised into the bedrock by major streams and subsequently filled with sediments. Following a long period of volcanic quiescence, volcanic activity resumed. These subsequent eruptions constituted the Honolulu Volcanic Series. Lavas of the Honolulu Volcanic Series include nephelinites, mellilite nephelinites, basanites, and alkalic olivine basalts (Macdonald et al, 1983).

2.2.4 Hydrology

The primary drinking water on the island of Oahu is obtained by pumping basal groundwater aquifers. Basal groundwater is formed by rainwater percolating down through the residual soils and permeable volcano rock. The entire portion of the volcanic materials that form the island located below sea level is saturated with seawater. Fresh water, moving downward through the hundreds of lava flows encounters the saltwater in the rocks, and because it is less dense than saltwater, floats on and displaces the underlying salt water. The fresh basal water floating on the saltwater presses downward on the saltwater forming a basal lens or a "Ghyben-Herzberg" lens. A zone of transition between the fresh groundwater and the ocean salt water occurs due to the constant movement of the interface as a result of tidal fluctuations, seasonal fluctuations in recharge and discharge, and discharge due to aquifer development (pumping).

Because rainfall tends to be greater in the interior mountainous areas of the island, recharge to the basal groundwater bodies is also greatest in these areas. As a result, groundwater levels are high in these areas that cause groundwater to flow, generally, from the interior to the shoreline. Frictional resistance to groundwater flow causes it to build up within the island until it attains sufficient hydraulic head to overcome friction. For this reason, basal groundwater acquires a slope toward the shoreline.

Basal groundwater in Hawaii occurs within the islands' unweathered basalt as a lens of fresh water floating on seawater. Along the southern coast of Oahu, a coastal plain of less

permeable caprock hinders seaward flow of the groundwater, thereby increasing hydraulic pressure. Static water head levels of +15 to +20 feet above mean sea level within the basalts are the result. Permeability of the basalt aquifer is generally high, on the average of 1,000 feet per day.

Mink and Lau (1990) assigned aquifer codes of 30102116(13321)/30102121(11113) for the aquifers underlying the Site (Figure 4). The code indicates that the groundwater in the area is part of the Nuuanu Aquifer System, in the Honolulu Sector. The aquifer system is composed of an upper and a lower aquifer. The upper aquifer is unconfined and occurs in sedimentary sequences commonly referred to as the caprock aquifer. The lower aquifer is a confined aquifer and occurs in flank lavas.

The upper sedimentary aquifer is classified as having unconfined basal water. The aquifer is currently used as a non-potable water source; however, it is considered ecologically important. The groundwater is classified as moderately saline (1,000-5,000 milligrams per liter chloride [mg/L Cl⁻]), and a replaceable resource with a high vulnerability to contamination (Mink and Lau, 1990).

The lower aquifer is basal, confined, and occurs in flank lavas. The aquifer is considered as ecologically important with a current use for drinking water. The salinity is fresh (<250 mg/L Cl⁻) with a low vulnerability to contamination. The lower basalt aquifer is composed of principally Koolau basalts, which are extremely permeable (Mink and Lau, 1990).

The nearest streams are Manoa Stream and Palolo Stream that drain into the Ala Wai Canal. The mouth of the Ala Wai Canal is approximately 1,100 feet to the northeast of the Site. The Ala Wai Canal drains into the Ala Wai Yacht Harbor facility and then into the Mamala Bay and the Pacific Ocean (Figure 1).

The average annual rainfall in the area is less than 30 inches, with the winter months being the wettest (Armstrong, 1983).

2.2.5 Wells and Drinking Water Sources

The Site is approximately 2,700 feet below (makai of) the nearest point on the Underground Injection Control (UIC) line (Figure 5). The UIC line was established by the State of Hawaii Department of Health (HDOH) to protect groundwater resources. Groundwater landward (mauka) of the UIC line is considered to be a drinking water source. Groundwater seaward (makai) of the UIC line is considered as non-potable and saline. Injection wells are prohibited above (mauka of) the UIC line. The location of a site relative to the UIC line also determines in part, the soil and water chemical concentration action levels for a site.

According to the HDOH UIC Program Map (HDOH, 1983), the nearest drinking water wells are located approximately 1.5 miles to the northeast of the Site (Figure 5; HDOH, 1983). Two irrigation wells are located on the Fort De Russy Military Reservation about 0.4 miles to the east and southeast. The nearest injection well is located 0.3 miles to the north, at the southeast corner of the Ala Moana Shopping Center along Ala Moana Boulevard (Figure 5).

Based on location and use, these wells do not present an environmental threat to the Site and vice versa.

2.3 Current Land Use

At the time of the site inspection on December 23, 2003, the Site was occupied by the Ala Wai Yacht Harbor Fuel Dock facility located at the end of a 1,300-foot long former seawall constructed of fill materials and rock (Figure 2). The Site consisted of a 15,199 square feet (sf) area covered with a building and a boat fueling facility (Figure 3; Photos 1 - 4). The area around the structures was paved with asphalt and concrete.

The area adjacent and southeast of the Site is an asphalt-paved area used to park vehicles. Boat slips were located along both sides of the former breakwater and along the southwest and northeast-facing sides of the Site (Figure 3; Photo 2). The waters of the Ala Wai Yacht Harbor surrounded all but the southeast side of the Site.

The City and County of Honolulu Planning Department electronic database indicated the Site and surrounding areas were zoned "Waikiki Special District". The State zones the Site as "Urban District."

2.4 Past Land Use

Past land use was evaluated by reviewing historical topographic maps, aerial photographs, Honolulu City and County building permits and tax records, and a personnel interview with a representative of the property lessee.

2.4.1 Maps and Aerial Photographs

BES examined topographic maps dated 1909/1913, 1927/1930, 1943, 1959, 1969, 1983, and 1998 and aerial photographs dated 1952, 1959, 1963, 1968, 1969, 1992, 1993, and 2000, of the Site and surrounding areas at the University of Hawaii Manoa Campus library.

The maps and photographs show the Site was constructed some time after 1959 and before 1963. The 1963 map showed a building located at the same place as the present-day building. A fine scale aerial photomap dated 1969 clearly showed the building on the Site and possibly the two fuel dispensers located at the end of the fuel dock facility. The same 1969 map indicated the Site elevation to be 5.5 feet above sea level.

Surrounding areas underwent several stages of development. The Ala Wai Canal, the Ala Wai Boat Harbor, and Magic Island were not present on the 1909 to 1930 maps. The Ala Wai Canal was present, but the Ala Wai Harbor and Magic Island were not present, on the 1943 map. The Harbor is first recorded on the 1959 map and Magic Island on the 1963 aerial photo. The later maps and photos show the Site and surrounding areas much as they were at the time of the site inspection on December 23, 2003.

2.4.2 Building Permits

Building permits for the Site and adjacent properties were examined on the City & County of Honolulu (C & C) Department of Permitting web site. The building permit records indicated the following:

TMK (1) 2-3-37 Parcel 20 (the Site): A single-story building was constructed on the Site in 1962. The Site has a Facility Code of "Limited Repair & Maintenance Facility" and an Activity Code of "Motor Vehicles & Accessories (Auto, Farming, or Marine Parts)".

TMK (1) 2-3-37 Parcel 12: The 119.9-acre Parcel 12 surrounds the Site on all sides. There were no building permits listed for Parcel 12.

2.4.3 City & County Tax Records

On December 29, 2003, BES reviewed C & C Tax Records tax records for the Site designated as TMK (1) 2-3-37: Parcel 20. The result of the review is listed below.

Date	Transaction/Event	Area	Fee Owner (s)	Lessee(s)
2-10-58	Parcel 20 did not exist. Was part of Parcel 12 which was established under Executive Order 1795	153.518 acres (ac)	Territory of Hawaii, Board of Harbor Commissioners, Ala Wai Boat Harbor	None listed
9-28-62	Parcel 12 subdivided to include a new Parcel 20	0.295 ac (12,869 sf)	State of Hawaii, Board of Harbor Commissioners, Ala Wai Boat Harbor	Proposed lease to Texaco, Inc.
8-23-62	Lease Purpose: Marine fueling facility and service station	0.295 ac	State of Hawaii	Texaco, Inc.
9-30-82	Lease to Texaco terminated	0.295 ac	State of Hawaii	None
10-1-82	Lease renewed to Texaco	0.295 ac	State of Hawaii	Texaco, Inc.
3-31-88	Lease renewed; Area revised	0.3489 ac	State of Hawaii	Not listed
7-11-88	Lease renewed	0.3489 ac	State of Hawaii	Not listed
8-31-90	Lease renewed	0.3489 ac	State of Hawaii	Not listed
9-25-91	Lease renewed	0.3489 ac	State of Hawaii	Not listed
10-31-91	Lease renewed	0.3489 ac	State of Hawaii	Not listed
10-20-95	Lease renewed	0.3489 ac	State of Hawaii	Not listed
1-4-04	Current listed owner	0.3489 ac	State of Hawaii	Not listed
				Magic Is. Petr.

In addition, the tax records indicated that a one-story 1,431 square foot building with masonry-walls was constructed on the Site in 1962.

2.4.4 Sanborn Fire Insurance Maps

Sanborn Fire Insurance Maps were not available for examination.

2.4.5 Previous Environmental Records

During the site inspection on December 23, 2003, Magic Island Petroleum provided BES with an Aboveground Tank Tightness invoice dated June 5, 1995. The results of the tank tightness testing was not recorded on the document. A copy of the document is located in Appendix D. However, as discussed in the interview (Section 4.1) the tanks reportedly passed the tightness testing.

3.0 AGENCY LIST REVIEW

BES reviewed state and federal regulatory agency records for information on known or potential sources of hazardous material and waste, petroleum products, or other environmental conditions at or near the Site. The following State and Federal records were reviewed and are listed below according to the ASTM-specified minimum search distance from the subject property:

Sites Within One Mile of the Site

- U.S. Environmental Protection Agency (EPA) National Priority List (NPL)
- EPA Resource Conservation and Recovery Act (RCRA) Corrective Action Site (CORRACTS) List
- HDOH Solid and Hazardous Waste Sites (SHWS)
- HDOH Hazardous Evaluation and Emergency Response (HEER) office Site and Release Lists

Sites Within 0.5 Mile of the Site

- Federal Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) List
- EPA RCRA non-CORRACTS, Treatment, Storage, and/or Disposal (TSD) Facilities List
- HDOH Landfill and/or Solid Waste Disposal Site Lists
- HDOH Leaking Underground Storage Tank (LUST) List

On the Site and Adjoining Properties

- HDOH Registered Underground Storage Tank (UST) List
- CERCLIS No Further Remedial Action Planned (NFRAP) list and
- RCRA Generators List

On the Site

- Federal ERNS (Emergency Response Notification System) List

Explanations of each federal record or list are provided in Environmental Data Resources, Inc.'s (EDR's) report included here as Appendix B. State of Hawaii HEER records are defined within this report because they are not included in the EDR report.

3.1 EPA National Priorities List

There are no National Priorities List (NPL) sites are listed within a one-mile radius of the Site (EDR, 2003).

3.2 EPA RCRA CORRACTS Facilities List

There are no RCRA CORRACTS facilities located within one mile of the Site (EDR, 2003).

3.3 HDOH SHWS List

The SHWS records are the states' equivalent to CERCLIS. CERCLIS contains information on sites identified by the USEPA as abandoned, inactive, or uncontrolled hazardous waste sites that may require cleanup. There are 12 SHWS sites listed within a one-mile radius of the Site (EDR, 2003). There were also 11 unmapped SHWS sites (see Orphan Summary page 5, EDR, 2003, Appendix B).

All of these SHWS sites are located on the opposite side of bodies of water that include the Ala Wai Yacht Harbor and the Ala Wai Canal (EDR, 2003). Thus, none of the SHWS sites would be a recognized environmental condition to the Site.

3.4 HDOH HEER Lists

BES researched the HDOH's HEER Hazardous Waste Release List and Site List for any sites not listed in the EDR (2003) report attached in Appendix B (HDOH, 2003a, b). The HEER Site List is a list of facilities, properties, or areas which the HEER Office has an interest, has investigated, or may investigate under Hawaii Revised Status Chapter 128D. The HEER Site List is often associated with a release of a chemical substance. The list was searched on the HDOH electronic database by zip code, which may cover more than or less than a mile radius from the Site.

There are 254 HEER release sites listed in the electronic database that are located within a one-mile radius of the Site (HDOH, 2003b). Forty-six of the 254 release sites were associated with petroleum hydrocarbon sheens and spills to the Ala Wai Canal and the Ala Wai Yacht Harbor. Five of the 254 releases were associated with bilge water and seven with releases of unknown substances to the water. The cause of most of the reported sheens was not determined by the HDOH. Several were the result of fuel overfill incidents and intentional dumping into the harbor waters. The remaining 196 reported releases were located in areas far from the Site and associated with releases to the soil, pavement, sewers, and storm drains, and are not of environmental concern to the Site.

Nearly all of the documented releases to the Ala Wai Canal and Harbor waters naturally dissipated and did not require cleanup action, or were cleaned up by waste disposal contractors. Seven of the 254 release incidents were listed as under investigation. The remaining incidents were listed as no further action (NFA) required by the HDOH (HDOH, 2003b). None of the active incidents are considered a recognized environmental condition to the Site because the releases dissipated shortly after their discovery by the reporting parties.

None of the releases were directly attributed to the fueling activities at the Site, although it was mentioned in the interview with the manager of the Site (Section 4.1) that there have been several overfill incidents at the fuel dock by boat owners.

3.5 EPA CERCLIS List

There were no EPA CERCLIS sites listed within a half-mile radius of the Site (EDR, 2003).

3.6 EPA RCRA non-CORRACTS TSD Facilities List

There were no RCRA non-CORRACTS TSD facilities located on or within a 0.5-mile radius of the Site (EDR, 2003).

3.7 HDOH Landfill and/or Solid Waste Disposal Site Lists (SWF/LF)

There were no permitted landfills located on or within a 0.5-mile radius of the Site (EDR, 2003).

3.8 HDOH Leaking UST (LUST) List

There were 13 leaking underground storage tank (LUST) sites within a 0.5-mile radius of the Site (EDR, 2003). Clean ups of 10 of the 13 LUST sites have been completed. The remaining three LUST sites are located on the opposite side of bodies of water that include the Ala Wai Yacht Harbor and the Ala Wai Canal and more than 0.2 miles away (EDR, 2003). Thus, none of the 13 LUST sites are considered be a recognized environmental condition to the Site.

3.9 HDOH UST Section Database Listing

There were five UST sites listed within a 0.25-mile radius of the Site and one unmapped UST site (EDR, 2003). The four listed and the unmapped UST sites were not on or adjacent to the Site. Thus, these UST sites do not present recognized environmental conditions to the Site.

There was some confusion with regard to the name and the location of the remaining UST site which was listed as Aloha Marine located at 1651 Ala Moana Boulevard (HDOH, 2003d; EDR, 2003). According to HDOH records, there were seven USTs installed at the site on July 7, 1965. The USTs were owned by Texaco Refining & Marketing, Inc. and consisted of one, 1,000-gallon used oil tank, three, 4,000-gallon diesel and three 4,000-gallon gasoline tanks

(HDOH, 2003d; EDR, 2003). When the tanks were removed in September 1987 the Site lessee was listed as Aloha Marine at the 1651 Ala Moana Boulevard address. The UST site was not listed in the HDOH LUST database (HDOH, 2003c).

The address 1651 Ala Moana Boulevard is also the same address as the Ala Wai Marine boat repair facility located on Parcel 12 along Ala Moana Boulevard next to the bridge and for the Ala Wai Yacht Harbor Harbormaster Building located on Parcel 34. These facility locations, as well as the Site location, are depicted on Figure 2.

On January 8, 2004, BES reviewed requested HDOH UST public records for the UST site. The following information was determined:

- The name of the UST site at 1651 Ala Moana Boulevard was actually Aloha Marine, not Aloh Marine.
- Based on examination of building plans (obtained from the HDOH UST section and the interviewee; see attached in Appendix E) and tax records and building permit records (Sections 2.4.2 and 2.4.3), the Aloha Marine (aka Aloh Marine) UST site was actually located at the subject Site (i.e., the Ala Wai Yacht Harbor Fuel Dock) which currently has a listed address of 1661 Ala Moana Boulevard. The former UST site was not located at either the Harbormaster building site nor at the Ala Wai Marine boat repair facility at 1651 Ala Moana Boulevard. This finding is supported by the following:
 - The Site building plans are dated June 13, 1962 when building permit records indicate a building was constructed on the Site.
 - C & C tax records indicated a short-term lease (10 years) for the Site to Texaco Inc. on August 23, 1962.
 - A HDOH document dated December 18, 1990 (Letter # U1224CW) associated with the files for the seven USTs located at 1651 Ala Moana Boulevard indicated they were located on TMK 2-3-37; Parcel 20, which is the TMK of the Site.
 - The site plan showing the locations of the seven USTs and ancillary underground pipelines and fuel dispensers (diagram located in Appendix E) has the same configuration as the present day Site configuration (i.e., the perimeter of the dock facility, the locations of the building and the ramp, etc., are the same).
- The seven USTs were removed in September 1987.
- The Site currently has two, 2,000-gallon above ground tanks (ASTs) used to store gasoline and diesel fuel for dispensing to boats (see Sections 4.1 and 4.2.3). The two dispensers now on the Site are located at the same place as dispensers shown on the 1962 site plan (compare Figure 3 and site plan in Appendix E).

Further examination of HDOH UST section public records for the UST site indicated the following:

- Notes dated April 29, 1991 indicated:
 - There were no reported releases from the former tanks.
 - The U.S. Coast Guard did not have any records of releases from the USTs.
 - There was a proposal to install two, 6,000-gallon UST fuel tanks on the Site.
- Other public documents in the UST site files indicated that since the tanks were removed prior to implementation of UST closure requirements and guidelines, site characterization was not required.
- There were no UST closure reports available or any information on the condition of the soil and groundwater with regard to petroleum hydrocarbon releases when the USTs were removed. The HDOH suggested that if new USTs (i.e., the two, 6,000-gallon USTs) were to be installed at the Site, then soil and groundwater samples could be collected at that time.

Based on these findings it is concluded that:

- There were seven USTs located on the Site from 1965 until 1987.
- The HDOH does not intend to perform any site assessment on the former UST site to determine if there were any releases associated with the seven removed USTs
- It is possible that one or more of the USTs and associated dispensers and lines leaked over their 22-year lifespan, and that petroleum hydrocarbon contamination is present on the Site. Therefore the former USTs constitute a historical recognized environmental condition for the Site.

3.10 EPA CERCLIS NFRAP List

There are no CERCLIS-NFRAP sites located within a ¼-mile radius of the Site (EDR, 2003).

3.11 EPA RCRA (RCRIS) Generators List

There are three RCRA generators listed within a 0.25-mile radius of the Site (EDR, 2003) and three unmapped RCRA generator sites (see Orphan Summary page 5, EDR, 2003). None were located on the Site and two, Aloh Marine at 1651 Ala Moana Boulevard and the State of Hawaii DLNR Dobor at 1651 Ala Moana Boulevard, were located on properties within 0.2 miles of the Site.

On December 23, 2003, BES requested to review public records at the HDOH UST section for the Aloh Marine and State of Hawaii DLNR Dobor RCRIS facilities. The HDOH has not yet responded to the request. BES will forward the results of the record review to Magic Island Petroleum.

3.12 EPA ERNS List

There were two ERNS (Emergency Response Notification System) incidences reported for the Site (EDR, 2003). ERNS records and stores information on reported releases of oil and hazardous substances.

On December 23, 2003, BES requested to review public records at the HDOH HEER Branch for the ERNS incidents reported for the Site. The HDOH has not yet responded to the request. BES will forward the results of the record review to Magic Island Petroleum.

4.0 PERSONNEL INTERVIEW AND SITE RECONNAISSANCE

4.1 Personnel Interview

During the site inspection on December 23, 2003, BES interviewed the manager of the Ala Wai Yacht Harbor fueling facility. A copy of the BES environmental site assessment questionnaire is located in Appendix C of this report. BES also performed an interview with one of the Ala Wai Yacht harbormasters on January 8, 2004. A summary of the main points of the interviews are as follows:

- The Site has been leased and operated by Magic Island Petroleum since about 1995.
- Until the early 1980s the fuel dock was operated by Mr. Mike Dixon for Texaco. Thereafter it was operated under Tesoro whereby Diamond Head Petroleum provided the fuel to the facility.
- Prior to the installation of the two, 2,000-gallon ASTs currently located on the Site, fuel was dispensed to boats by tanker trucks.
- The two ASTs currently located on the Site were installed when Magic Island Petroleum took over the lease in 1995.
- The building currently located on the Site was constructed in the 1960s.
- There is no NPDES permit for the Site.
- There are no floor drains on the inside of the building. Exterior drainage across the Site pavement is directly into the Ala Wai Yacht Harbor waters.
- There are no electrical transformers on the Site.
- At the time of the interview on December 23, 2004, the manager of the Site had no knowledge of underground storage tanks (USTs) ever being on the Site.
- There are two 2,000-gallon aboveground fuel storage tanks on the Site. The tanks are used to store diesel and gasoline fuel for distribution to boats. The tanks were installed in 1992. There are no reported leaks from the tanks and associated dispenser system. The tanks and associated dispensers and lines passed a tank-tightness test performed in 1995. M. Nakai Services periodically changes and disposes of fuel filters at the facility.

- Over the years, several incidents of spills of fuel to the dock and the water occurred during boat fueling operations by boat operators.
- There are two above ground propane tanks located on the Site.
- There are no maintenance shop or maintenance activities performed on the Site.
- There are no hydraulic lifts on the Site.
- There are no known waste or chemical pipelines on the Site.
- Small quantities of petroleum hydrocarbon products for boats are stored and sold on the Site.

4.2 Site Reconnaissance

At the time of the site inspection on December 23, 2003, the Site was occupied by the Ala Wai Yacht Harbor Fuel Dock facility located at the end of a 1,300-foot long 80-foot wide former seawall constructed of fill materials and rock and paved over with asphalt and concrete (Figures 2, 3, and site plans attached in Appendix E). The Site consisted of a 15,199 square feet (sf) area covered with a building and a boat fueling facility (Figure 3; Photos 1 – 4). A 5-foot high chain-link fence with a gate secured the northeast and southeast sides of the Site. The area around the structures was paved with asphalt and concrete.

Magic Island Petroleum uses the Site to dispense Chevron gasoline and diesel fuel to boats. The fuel is stored in two, 2,000-gallon aboveground storage tanks (ASTs) that are connected by underground pipelines to two dispensers, all of which are located along the front of the fuel dock facility (Figure 3; Photos 1 and 3).

The single story masonry-wall building, located in the center of the Site and approximately 50 feet from the front of the fueling dock, is used to house a convenience store, a coin-operated laundry, storage rooms, and restrooms with showers (Figure 3; Photo 1 and 2).

An office module is located at the rear of the building and a storage container at the west corner next to the AST containment area (Figure 3; Photos 1 and 4).

The following sections describe environmentally sensitive items identified during BESS' site inspection.

4.2.1 Hazardous-Chemical-Containing Materials and Waste

A small quantity of hazardous chemical-containing marine products (engine oil, lubricants, cleaners, coolant) was on display in the sales area and in the small storeroom located at the rear of the building (Figure 3; Photo 10). These materials were properly stored and there were no leaks or spills observed in the storage and sales area.

A small quantity of household cleaners, several butane canisters, and several fire extinguishers were stored on the floor next to the kitchen sink located in the building (Figure 3; Photo 9).

Several plastic 5–10-gallon-sized fuel containers were located inside of the AST containment (Figure 3; Photo 5).

4.2.2 Waste Oil/Solvents

There were no waste oil or solvents generated or stored at the Site.

4.2.3 USTs, ASTs, Oil/Water Separators, Pipelines

Magic Island Petroleum uses the Site to dispense gasoline and diesel fuel to boats from two dispensers connected by underground pipeline to two, 2,000-gallon ASTs located at the end of the dock facility (Figure 3; Photos 1, 3, and 4). The two ASTs are located inside a containment structure that consists of a concrete pad, a 2-foot high masonry block wall surmounted by a 4-foot high wooden fence (Photos 4 and 5). The area beneath the pier where the dispensers and ASTs were located was not accessible for inspection. Therefore it is not known if the connecting pipelines were embedded in the material of the pier or if they were suspended beneath the pier structure. According to the facility manager, the fuel is dispensed to boats moored along the front of the pier through a roll-up rubber hose attached to each dispenser (Photo 7). Boat owners perform the fueling operations.

According to the Site manager of the facility there have been reported spills during fueling operations (see Sections 3.4, 3.12, and 4.1). The surfaces of the concrete pad and dispenser islands around the dispensers were lightly stained, indicative of small-sized past leaks or spills (see Section 4.2.10).

During the site inspection on December 23, 2003, Magic Island Petroleum provided BES with an Aboveground Tank Tightness invoice dated June 5, 1995 (Appendix D). The results of the tank tightness testing was not listed on the document. However, as discussed in the interview (Section 4.1) the tanks reportedly passed the tightness testing. BES did observe dark stains beneath the two ASTs (see Section 4.2.10) indicative of probable past spills during tank-filling operations or leaks.

Two old fuel dispensers were stored on the pavement between the office module and the fence located along the southeast side of the Site (Figure 3; Photos 2 and 8). The dispensers were not in use nor attached to any pipes or tanks. No stains were observed around the dispensers.

There were two propane ASTs located on the Site (Figure 3). One tank was located by the east corner of the office module (Photos 2 and 8) and the other on the pier near the north corner of the Site (Photo 1). They appeared to be in good condition.

There was no evidence for USTs or oil/water separators being located on the Site. However, as discussed in Section 3.9, seven USTs were formerly located on the Site. The area where the USTs were located was covered by asphalt pavement.

4.2.4 Drains

There were no drains located inside of the building or on the exterior areas of the Site.

4.2.5 Indication of Polychlorinated Biphenyl (PCB)-Containing Materials

There were no transformers observed on the Site.

The Site utilized fluorescent lights and associated light ballasts. Florescent light ballasts manufactured before 1979 can be PCB-containing. Since the building on the Site was reportedly constructed in 1962 (Section 2.4.2), the ballasts may be PCB-containing.

4.2.6 Mercury

The interior of the building located on the Site utilized fluorescent light bulbs. Such bulbs can contain small amounts of mercury.

4.2.7 Chlorofluorocarbons

Chlorofluorocarbons (CFCs) may be associated with the refrigeration units found in the building on the Site.

4.2.8 Suspect Lead-Based Paint

The building on the Site was constructed in 1962 (Section 2.4.2). Thus, the painted surfaces of the building have a potential for lead-based paint (LBP).

4.2.9 Suspect Asbestos-Containing Building Materials (ACM)

The building on the Site was constructed in 1962 (Section 2.4.2). Thus, some of the building materials, such as floor tiles and mastic, have a potential to contain asbestos.

4.2.10 Stains and Chemical Odors

Dark to light gray stains were observed on the surface of the diesel and gasoline fuel dispenser islands and concrete pavement (Photo 7). The concrete pad beneath the two, 2,000-gallon ASTs was heavily stained (Photos 5 and 6). The stains indicate fuel has been spilled in these locations in the recent past. The releases may have been due to leaks in the equipment but are more likely due to handling after being dispensed based on Site use.

There were no chemical-like odors noticed in areas around the exterior of the Site during the site inspection.

4.2.11 Cesspool

Although there was no surficial evidence for the presence of a cesspool on the Site and the manager of the facility indicated the Site has a C & C sewer hook-up (Section 4.1), building

plans dated 1962 examined at the HDOH UST section showed a cesspool located in front of the building (Section 3.9).

4.2.12 Stressed Vegetation

BES did not observe any stressed vegetation during the Site inspection.

4.3 Adjacent Property Inspection

During the Site inspection on December 23, 2003, BES observed the surrounding properties from the Site perimeter.

The adjacent land to the southeast of the building is an asphalt-paved area used to park vehicles (Photo 2). Boat slips are located along both sides of the former breakwater and along the southwest and northeast-facing sides of the Site (Figures 3 and 3; Photo 2). The waters of the Ala Wai Yacht Harbor surround all but the southeast side of the Site (Figure 2).

There were no environmental concerns observed on the adjacent areas.

5.0 DISCUSSION AND CONCLUSIONS

BES has performed a Phase I Environmental Site Assessment (ESA) in conformance with the scope and limitations of ASTM Practice E 1527-00 for the property designated by TMK (1) 2-3-37: Parcel 20. The parcel is presently occupied by the Ala Wai Yacht Harbor Fuel Facility and is operated by Magic Island Petroleum located in Honolulu, Hawaii. Based on our research into the Site's history, BES' site reconnaissance, records review, and the personnel interview, this assessment has revealed the following recognized environmental conditions for the Site.

Recognized Environmental Conditions (on-site)

- **Aboveground Storage Tanks (ASTs)** - The Site has two, 2,000-gallon aboveground fuel tanks with associated underground lines and two dock-side dispensers that are used to dispense gasoline and diesel fuel to boats (Sections 4.1 and 4.2.3; Figure 3; Photos 1, 3, 4, 5, and 7).

There are two aboveground propane tanks located on the Site (Section 4.2.3; Figure 3; Photos 2 and 8).
- **Fuel Spills** - The interview performed during the December 23, 2003 site inspection and the telephone interview with a Ala Wai Yacht harbor supervisor indicated there have been several incidences of spills resulting from overflow of gasoline and diesel fuel during fueling activities over the years (Section 4.1). While the spills were reportedly either cleaned up or they dissipated naturally, the potential for future spills during refueling activities by boat owner customers remains.
- **Petroleum Stains** - Dark to light gray stains were observed on the surfaces of the dispenser islands and concrete pads surrounding the two fuel dispensers, indicative of past spills and/or leaks of fuel during fueling operations (Section 4.2.10; Photo 7).

The concrete pad beneath the two, 2,000-gallon ASTs was heavily stained (Section 4.2.10; Photos 5 and 6).

Historical Recognized Environmental Conditions (on-site)

- There were seven USTs located on the Site from 1965 until 1987 when they were removed (Section 3.9; site plan diagram in Appendix E). There was no UST closure report generated or any information available on the condition of the soil and groundwater in the vicinity of the USTs, the dispensers, and the underground lines when they were removed. The HDOH does not intend to perform any site assessment on the former UST site to determine if there were any releases associated with the seven removed USTs. It is possible that one or more of the USTs and associated dispensers and lines leaked over their 22-year lifespan, and that petroleum hydrocarbon contamination remains on the Site.

The former USTs were not associated with the current lessee of the Site, Magic Island Petroleum since they took over the Site lease in 1995, eight years after the removal of the seven USTs. Magic Island Petroleum also did not have any knowledge of the former USTs until informed of the findings of this ESA (Section 4.1).

- Building plans dated 1962 and examined at the HDOH UST section indicated the presence of a cesspool in front of the building (Section 3.9). There was no surficial evidence observed during the December 23, 2003 site inspection for a cesspool in this area (Section 4.2). The manager of the Site indicated in the interview that the facility has a City & County sewage hookup (Section 4.1). Magic Island Petroleum also did not have any knowledge of the former cesspool until informed of the findings of this ESA (Section 4.1).
- Prior to the installation of the two, 2,000-gallon ASTs currently located on the Site, fuel was dispensed to boats by tanker trucks (Section 4.1). There were only very small releases that occurred during fueling operation at that time.

Historical Recognized Environmental Conditions (off site)

- **Releases/Spills to Water** - Forty-six of 254 HDOH-recorded release sites located within a one-mile radius of the Site were associated with petroleum hydrocarbon sheens and spills of unknown substances into the waters of the Ala Wai Canal and the Ala Wai Yacht Harbor (Section 3.4).

Releases of petroleum hydrocarbons and other substances into the Ala Wai Harbor area are a chronic problem. Evidence for spills, such as observable sheens, discoloration of the water, and petroleum or chemical-like odors, should be reported to the U.S. Coast Guard and to the HDOH HEER Department.

Other Environmental Concerns (on-site)

- **Refrigeration Units** - Chlorofluorocarbons (CFCs) may be associated with the refrigeration units found in Site building (Section 4.2.7). All CFCs are EPA-

regulated materials with specific guidelines for their disposal. If the units are to be serviced, taken out of service, or demolished, then the CFCs must be handled in accordance with the regulations that govern their removal, transport, and disposal.

- **Fluorescent Light Ballasts** - Ballasts are associated with the fluorescent light fixtures found in the Site building (Section 4.2.5). Florescent light ballasts manufactured before 1979 can be PCB-containing. Therefore PCB-containing ballasts may be present at the Site since the building was reportedly constructed in 1962 (Section 2.4.2).
- **Possible Mercury-Containing Light Bulbs** - The interior of the Site building utilized fluorescent lamps (Section 4.2.6). The bulbs can contain small amounts of mercury and lead and cannot be disposed of in local landfills in large quantities. Large quantities (greater than five bulbs at one time) of fluorescent bulbs must be disposed of at a mainland USA EPA-approved disposal facility or recycler.
- **Possible Lead-Based Paint** - The Site building was reportedly constructed in 1962 (Sections 2.4.2 and 4.2.8). Thus, the painted surfaces of the building have a potential to contain lead-based paint (LBP).
- **Possible Asbestos-Containing Building Materials** - The Site building was reportedly constructed in 1962 (Sections 2.4.2 and 4.2.9). Thus, there is a potential for asbestos in some building materials.

6.0 LIMITATIONS

We have based our conclusions and recommendations on our interpretation of the available historical and regulatory information and documents reviewed and a visual site inspection performed on December 23, 2003. We cannot guarantee or warrant that the site is free of contamination. We do warrant that our services are performed with the usual competence and thoroughness of the consulting profession, in accordance with the standard operating procedures of this time. BES does not provide any other guarantee or warranty.

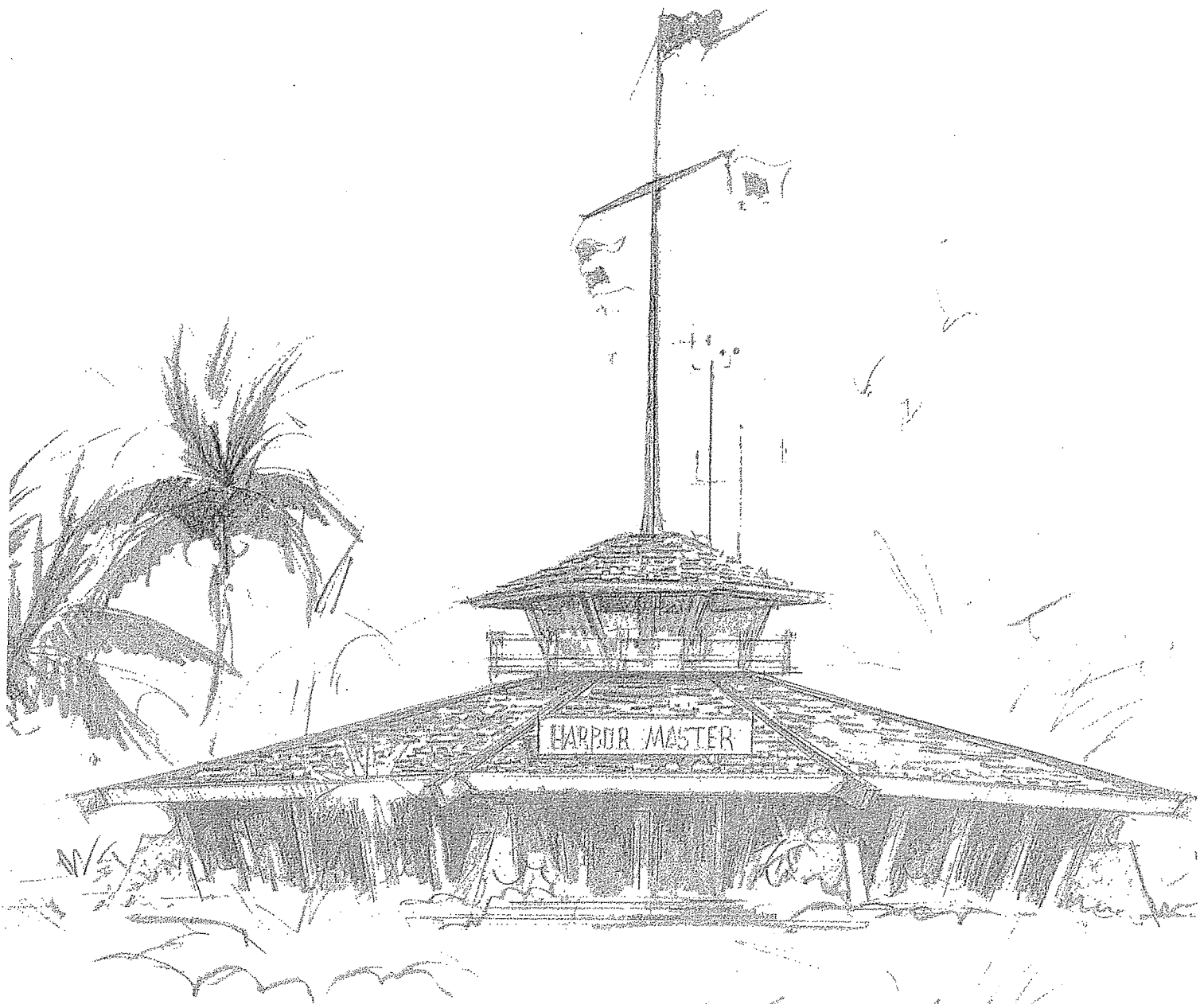
This ESA is not a comprehensive site characterization and should not be construed as such. The opinions presented in this report are based on findings derived from a site reconnaissance and a review of specified regulatory records and historical sources. This Phase I ESA did not include any investigation with respect to lead paint, asbestos, radon, methane, or site geotechnical concerns. All information on UST and LUST sites is based on information reported to the HDOH Solid and Hazardous Waste Branch.

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ALA WAI BOAT HARBOR

HONOLULU
HAWAII



DONALD WOLBRINK AND ASSOCIATES, INC.
WITH HERBERT MATSUMURA AIA

EXHIBIT "V"



DONALD WOLBRINK & ASSOCIATES, INC. PLANNERS ENGINEERS LANDSCAPE ARCHITECTS

June 19, 1969

Dr. Fujio Matsuda, Director
Department of Transportation
State of Hawaii
869 Punchbowl Street
Honolulu, Hawaii 96813

Dear Dr. Matsuda:

Our office is pleased to present herewith the Master Plan for the Ala Wai Boat Harbor. The work has been performed in accordance with contract number 10170, dated 10 April 1968.

We have included in the report those elements which we feel are essential to the development of an outstanding boat harbor. The Master Plan was developed in consonance with members of the Ala Wai Boat Harbor Task Force Committee, and members of your staff.

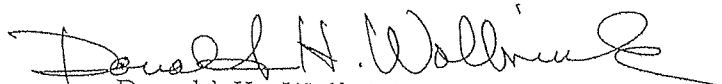
The Master Plan represents significant changes from the current harbor development. Careful consideration was given to the adjacent uses and areas including recreational activities and the private development north of the harbor. The relationship of these adjoining uses have been considered in all aspects as they relate to the development of the harbor and its many varied facilities.

While the major emphasis was the preparation of a Master Plan for the harbor, the final result has been a development plan which will complement the entire area.

Dr. Fujio Matsuda, Director
Department of Transportation
June 19, 1969
Page 2

We want to thank the members of your staff who have worked closely with us throughout the project. Their comments and reviews at various stages were very helpful and instrumental in achieving the results presented herein.

Yours sincerely,


Donald H. Wolbrink
President

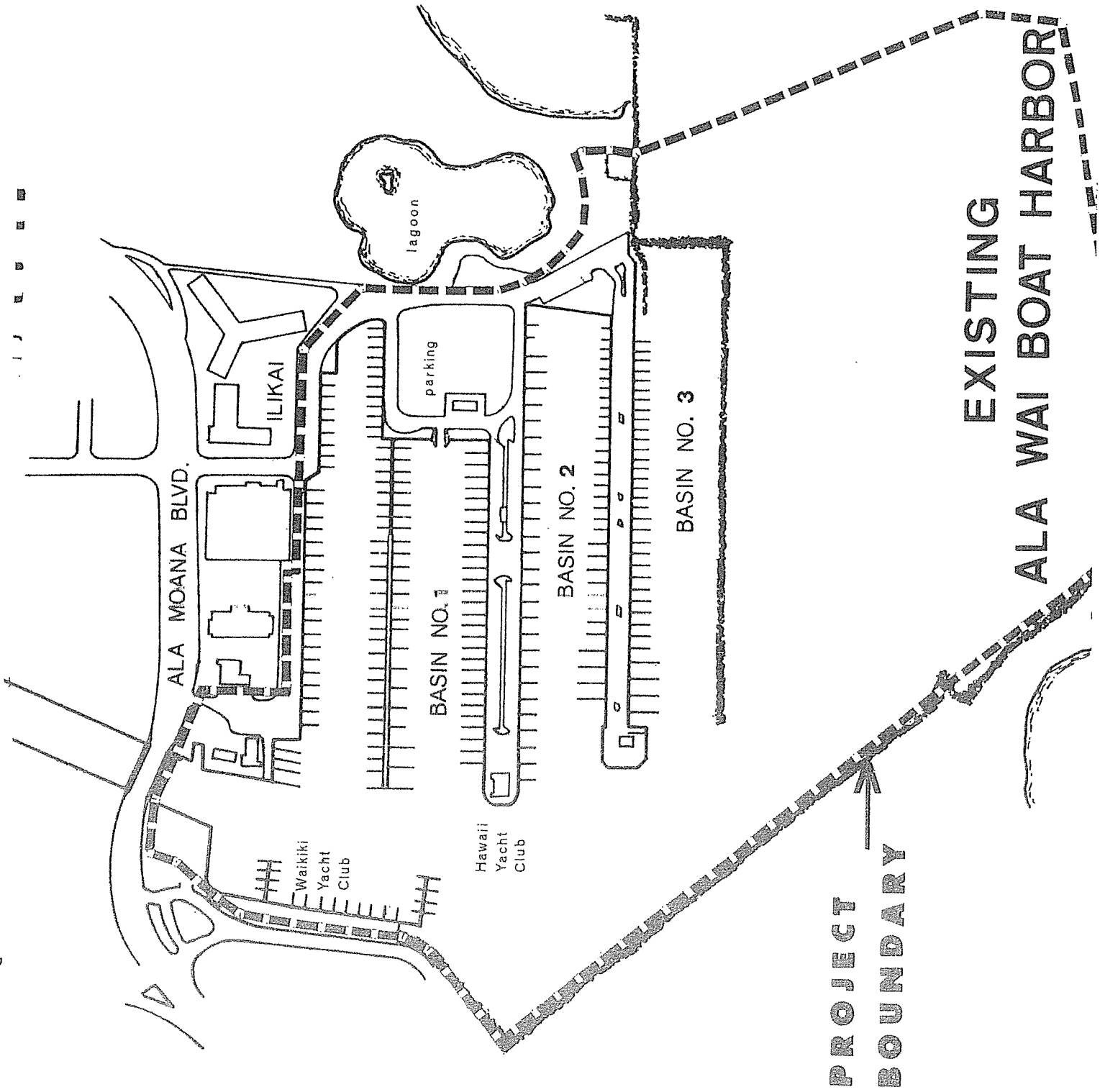
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COMPENDIUM

This is a plan for the expansion and upgrading of the Ala Wai Boat Harbor, as shown on Plate 1. It proposes a maximum berthing capacity of 868 craft, a net increase of 359 slips, to be achieved through the construction of one new mole and the expansion or extension of two other moles. The maximum berthing capacity includes a total of 145 slips at the Waikiki Yacht Club which represents an increase of 70 additional slips at the yacht club. The expansion itself is to be accomplished within the framework of the present harbor configuration, without infringing on the prime surfing areas makai of the existing breakwater.

The support facilities and services recommended as part of the plan are designed to achieve a "mix" of quality recreation experiences through the optimum use of land and water resources within the harbor complex. These new or improved facilities and environmental services include: (See Plate 2 for the Proposed Master Plan)

- ① The creation of 450 linear feet of sandy beach Diamond Head of Basin No. 3.
- ② The selection of alternative locations for a marina heliport.
- ③ The consolidation and renovation of marine commercial facilities and services makai of the existing haul-out area and repair yard.
- ④ The provision of berthing near the Hawaii and Waikiki Yacht Club as an opportunity for club expansion.
- ⑤ The inclusion of the Harbor Master's office building at the Ewa end of Mole C and 12 guest slips on the mauka side of Mole C.
- ⑥ The provision of special boating-oriented facilities to include boat lockers at every slip and eight rest rooms within easy walking distance from any point in the harbor.
- ⑦ The provision of special surfing-oriented facilities on the makai side of Mole C to include a rest room, the construction of two observation pavilions, a wave dissipation and surfboard retrieval area, and a surf-board and emergency rescue launching ramp.
- ⑧ The provision of two food service facilities: a snack bar Diamond Head of Basin No. 3, a marina-oriented snack bar/restaurant which would be an integral part of the multi-story parking structure. Specialty shops would be also located within the parking structure.

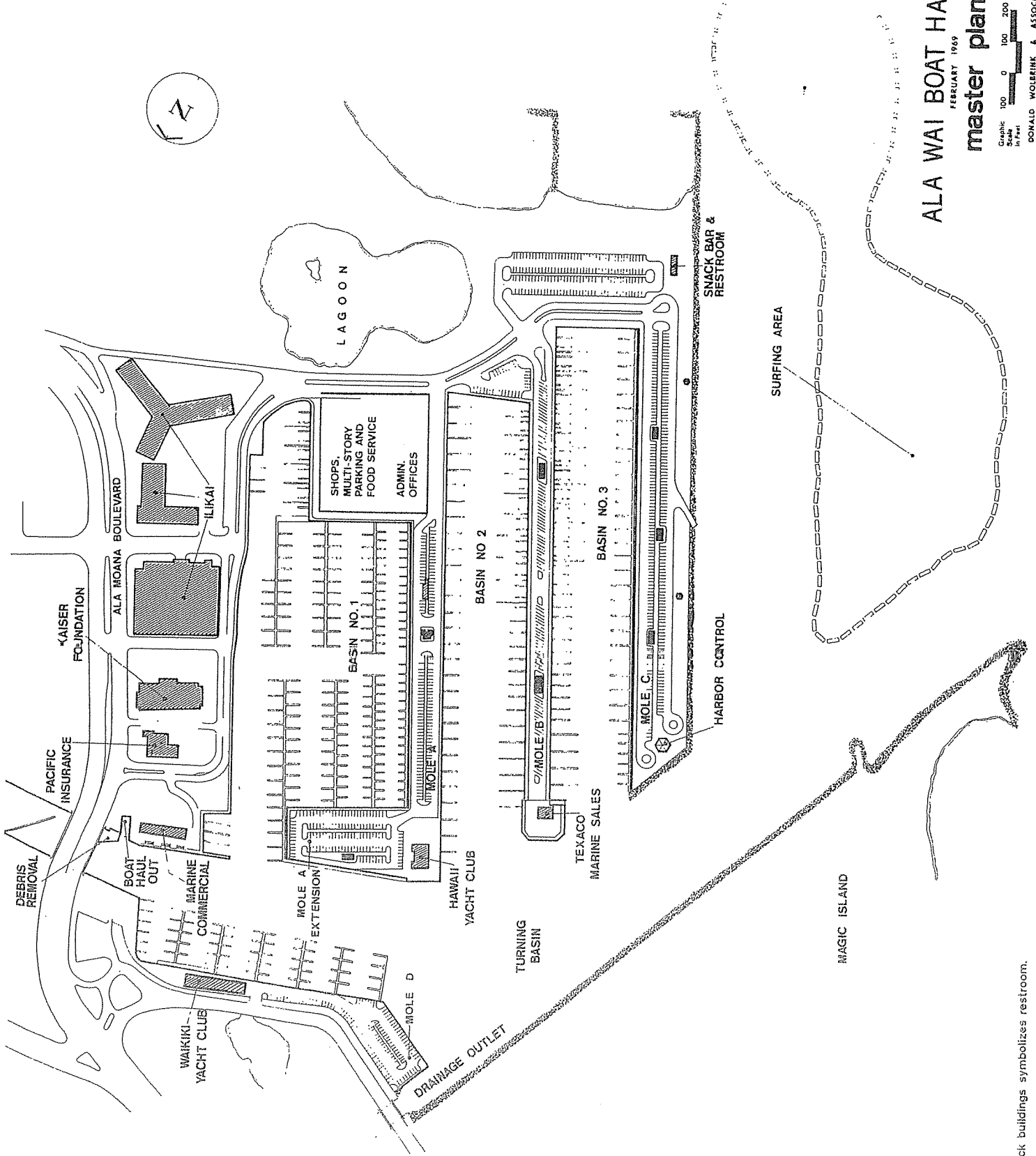


ALA WAI BOAT HARBOR

FEBRUARY 1969

master plan

Graphic Scale
 100 0 100 200
 In Feet
 DONALD WOLBERINK & ASSOCIATES, INC.



Note: black buildings symbolizes restroom.

③ The recommendation of guidelines regarding the nature, scope, and formulation of those design controls and criteria deemed necessary to maintain and enhance a quality marina environment.

④ The minimization of congestion and improved intra-harbor vehicular circulation by creating an additional signalized egress point, by widening existing roadways, by controlling on-street parking, and by re-directing existing traffic patterns.

The plan also considers the impact of the proposed development scheme on the surrounding land and water uses. Additionally, special harbor problems and opportunities are discussed such as the impact of proposed development on the Trans-Pacific Yacht Race, the need to insure that those craft within the harbor are used principally for recreation rather than habitation, the control of harbor debris by the construction of a log boom facility connected to the haul-out ramp, the type of hydrological studies and oceanographic data needed to effectively implement the plan, and the relationship of tsunami conditions to boat evacuation.

The plan sets out a program for implementation in terms of phasing and dollar cost estimates. The summary tabulation is shown in Table 2.

A review of the summary costs reveals that the amount \$1,097,000 which has been appropriated for the harbor development is not adequate to provide the minimum facilities necessary to up-grade the Ala Wai Boat Harbor to a level commensurate with an appropriate harbor operation. There are two alternatives for additional resources.

One avenue is for the State Legislature to appropriate additional funds in the amount of approximately \$650,000 to develop the harbor in accordance with improvements for recommended Phase One.

The second alternative, and the one recommended for investigation, is the feasibility of private interests constructing certain facilities, as well as the management of the harbor. It is doubtful private interest could finance the construction of moles and breakwaters. However, there should be adequate incentives for the operation of parking facilities, restaurants, shops, floating docks, and other ancillary services. Where private interests can take over the development and management of harbor activities, the State obligation for capital and annual maintenance outlays can be appropriately reduced.

Finally, the Corps of Engineers should formally adopt the new master plan in place of the plan authorized in June 1967, and the State should immediately involve the City and County of Honolulu in order to gain their cooperation and financial support for the development of the park areas and recreation facilities as described in the master plan.

PLAN HISTORY AND OBJECTIVES

Ala Wai Boat Harbor is the largest and best light-draft vessel harbor in the Hawaiian Islands. Its prime location at the western boundary of world-famous Waikiki Beach in central Honolulu, along with the recent increase in the number of small craft enthusiasts, has resulted in a long waiting list for berthing spaces. Harbor locations for Oahu are shown on Plate 3.

In an effort to realize the maximum development potential of existing State harbors, to reduce boat damages, and to provide urgently needed berthing and refuge space on a statewide basis, the U. S. Corps of Engineers in mid-1967 recommended that the Ala Wai Boat Harbor, along with two other existing State harbors, be improved and expanded to meet anticipated recreational boating needs.

The Corps' proposed development plan for Ala Wai Boat Harbor, published as part of its Report on Survey of the Coasts of the Hawaiian Islands, Harbors for Light-Draft Vessels (30 June 67), provided for an increase in water area of about 20 acres protected by a revetted mole 1,400 feet long constructed at the seaward edge of the existing coral reef. This plan would have accommodated about 425 additional boats, resulting in a maximum berthing capacity of 940 craft. (See Plate 4.)

In recognition of the fact that the development of the harbor as described above would necessarily infringe upon the primary surfing areas makai of the existing breakwater, the State Division of Harbors proposed an alternative design scheme which would have limited the expansion of the harbor. This plan of improvement, which would not encroach upon the surfing areas, would have accommodated 260 additional boats instead of 425.

In 1967, the Legislature authorized that a master plan be prepared to assure the orderly expansion and improvement of the Ala Wai Boat Harbor. Act 217, Session Law of Hawaii 1967, also provided for the inclusion of certain incremental improvements such as the installation of utilities, paving, and the construction of a new mole. The Act further specified that none of these improvements was to interfere with the sport of surfing.

The object of this report, therefore, is to present a master plan for the Ala Wai Boat Harbor which provides for a maximum number of moorings and related service facilities without infringing on the surfing areas. The surfing areas exist on the makai side of the reef extending from the Hilton Hawaiian Village channel entrance to the Diamond Head side of Magic Island.

More specifically, the major objectives of this report are as follows:

- ① Prepare alternative expansion development schemes as a basis for recommending a master plan outlining the appropriate and optimum usage of land and water areas within the harbor to include vehicular and pedestrian circulation.
- ② Determine the needs and requirements for appropriate ancillary facilities and services such as lockers, offices, restaurants, comfort stations, utilities, club and social activity areas, marine sales and services, parking areas, and for special events such as the Trans-Pacific Yacht Race.
- ③ Examine the effects of the recommended master plan on the adjoining surfing areas.
- ④ Prepare a proposal for the alleviation of the problem of debris from the Ala Wai Canal to include possible diversion, interception, disposal and the costs of facilities or methods of preventing the accumulation of debris within the harbor area.
- ⑤ Undertake budget cost estimates for proposed improvements outlined in the master plan and prepare recommendations as to the incremental phasing and programming of these improvements.
- ⑥ Solicit the active participation of industry, boating and fishing clubs, community groups, individuals interested in boating, and governmental officials in the development of the harbor master plan.
- ⑦ Study traffic circulation within the Ala Wai Boat Harbor area and the need for mass evacuation of the harbor in case of emergencies.

RELOCATION, IMPROVEMENT, ADDITION,
AND DELETION OF SERVICE FACILITIES

Haul-Out Facility and Repair Yard

The existing haul-out facility and repair yard, located adjacent to Ala Moana Boulevard near the mouth of the Ala Wai Canal, should be visually screened from public view to the extent possible until the existing conglomeration of activities can be consolidated into a single, more attractive and efficient facility. Screening will tend to de-emphasize the somewhat unattractive visual qualities of the existing facility relative to the proposed main vehicular and pedestrian entrance to the Harbor.

While the expanded harbor capacity will increase the demand for the services of the haul-out facility, the increasing popularity of re-inforced plastic hulls will reduce the duration of each boat's stay in the repair yard. However, it is conceivable that the future demand for minor repair and regular maintenance work on the local fleet will be such that it would become impractical for the facility to handle major boat repair and boat building activities. Since this situation is inevitable, a major repair and boat building yard should be developed in the Keehi Lagoon area, which is the nearest convenient, logical, and practical location, as the situation requires.

The plan proposes that the existing four long slips located makai of the haul-out facility, adjacent to the Ala Wai Canal, be made available to the lessee of the haul-out facility. A great deal of work can be done on a boat without hauling it if the necessary tools, equipment, and supplies are close at hand. This would relieve some of the pressure from the boat yard by effectively increasing the facility's overall boat handling capacity. It would also be less expensive for boat owners to work on their boats in this location as compared with incurring the additional expense of having their boats hauled out of the water.

The traffic plan, as illustrated on Plate 14, suggests a re-alignment and widening of Harbor Drive adjacent to the existing haul-out facility. The proposal would result in a relocation of both the rest room and yacht brokerage buildings that are now located Diamond Head of Harbor Drive. It is recommended that a more efficient and economic use of the entire area can be realized by the removal of all existing structures in the area, redesigning the existing haul-out rail system, and constructing one multi-story building which would incorporate such activities as boat sales and brokerage, a small informal restaurant, shops with equipment to aid in boat repair, a ship's chandlery, a sheltered working area over some part of the revised haul-out rail system, internal parking, a sail loft, and overnight accommodations for visiting yachtsmen. It is of prime importance that the architectural

design and landscaping be sensitively done and appropriate in keeping with the Harbor theme. Regulations should be established in the lease agreements and enforced rigidly in order to insure that the area will be maintained in a neat and orderly manner at all times in the future.

Clubs

The physical design of the master plan provides both the Hawaii and Waikiki Yacht Clubs the potential to greatly expand their present parking and mooring capacities. Since the development of these moorings will result in an increased number of new boat-owning members, it becomes evident that in the future certain physical changes must take place at both yacht clubs if they expect to cope with the related problems of increased membership.

Both yacht clubs will have certain mutual problems that they must eventually resolve. These include satisfying the future demand for: larger entertainment areas and dining areas; additional dry storage and work space; additional rest rooms, showers, and lockers; and additional parking space. While these may be considered to be internal problems of each yacht club, unless these problems are resolved concurrently with the increase in demand, a situation may very well occur which would inhibit the function of the harbor itself.

It is recommended that the existing parking area, located mauka of the Waikiki Yacht Club, be re-designed and expanded in an Ewa direction in order to increase its parking capacity and make more efficient use of the land. (See Plate 19 for the recommended design change.) The parking area should be metered as soon as possible, whether it is modified or not, to insure its availability for yacht club and park use. It is becoming increasingly apparent that a significant number of harbor and park oriented parking spaces are being used by employees and patrons of nearby commercial facilities. These spaces are also being used by people who are members of car pools who leave their cars there all day.

Attractively designed and maintained landscaping should visually screen the parking area from both the park road and Ala Moana Boulevard.

Dining Conveniences

The only food and drink services presently available within the harbor complex are the yacht clubs, a few vending machines, and one or two mobile food distribution wagons which operate near the dirt parking lot in the lagoon area. It is, therefore, recommended that two permanent snack bars be constructed in the interest of aesthetics and boater-public convenience.

One of the snack bars should be located at the makai/Diamond Head end of the proposed Mole "C" beach parking area to service Basins No. 2 and 3 in addition to the general public who will be using the lagoon, beach, and adjacent surfing areas. The other facility should be located as an integral part of the proposed multi-story parking facility adjacent to the Diamond Head side of Basin Number 1. This should not only serve as a snack bar but should also have accommodations for in-door booth and counter dining. In addition, it would be highly desirable to design the facility in such a way that would enable patrons to be served out-of-doors where they might dine in leisure and observe the activity within the marina. Care should be taken to assure that the exterior eating area would not inhibit the view of the marina (more specifically, Basin Number 1), from the interior dining area. This might well be a modern version of the old mama-san's restaurant which used to be located in the Ala Wai Marine, Ltd. It would be oriented toward boat owner clientele.

Harbor Master Facilities

Although the main office of the Harbor Master will remain in the same general location, it should be designed as an integral part of the proposed multi-story parking structure which would be constructed between Basin Number 1 and the lagoon. A general meeting room, with a capacity of 15 to 20 people, should be built as a part of the Harbor Master's office. The room would be highly useful as an educational facility for classes in water safety and navigation, a conference room, and, as a general meeting place where local boating and fishing clubs who do not as of yet have their own facilities, can meet.

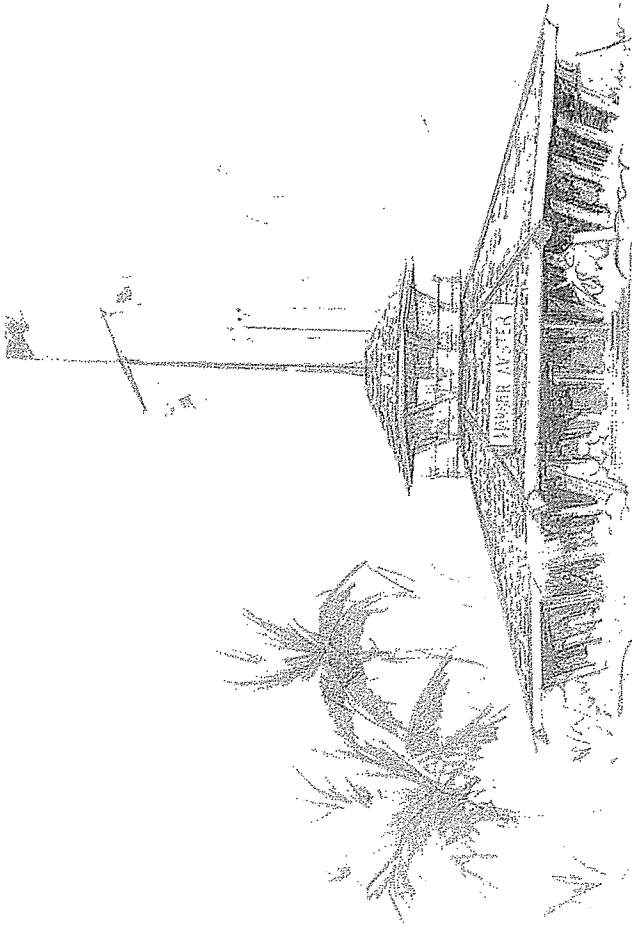
A harbor boat traffic control office for use by the harbor master should be constructed at the Ewa end of Mole "C". The control facility should have an enclosed or roofed "crow's nest" type of observation platform, making it possible for the harbor to conduct all-weather visual surveys of both the harbor and the sea.

The control facility will serve as a means of controlling all incoming and outgoing traffic, as a display point for weather information warning flags clearly visible to all craft leaving the harbor, and as a means of directing visiting yachts to their proper moorings. With respect to the latter, at least 12 slips in the vicinity of either the control facility or the harbor master's office should be reserved as visiting boat moorings. (The demand for visitor moorings exceeds this amount during the summer months.) The master plan, Plate 2, indicates 12 slips adjacent to and mauka of the control office for this purpose.

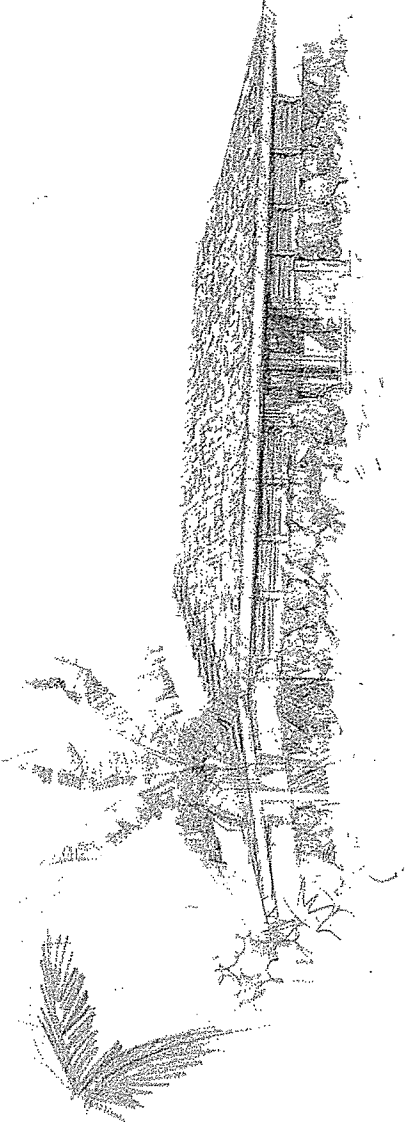
It is not recommended that the conference room and main office be incorporated in the control office for the following reasons: the Ewa end of Mole "C" is not a centrally located convenient location; the area required for back-up parking would be more readily available in the multi-story parking structure; and the location on Mole "C" would cause additional traffic congestion to and from the office.

Equipment within the control facility should consist of: all necessary radio equipment that would be required to communicate with boats at sea, along with standard and emergency facilities on land; weather information gauges such as barometers and anemometers; a public address system for communicating with incoming and outgoing boats; a harbor patrol boat which would be used for normal work within the harbor (such as moving boats and security patrols), and rescuing boats in distress in the immediate makai area.

It is also recommended that at least one mooring be made available to the lifeguards of the City and County Parks Department. It is felt that a much more effective means of saving lives could be realized in the future by stationing a cruising lifeguard patrol boat off of the Ala Moana - Waikiki area during the daylight hours.



CONTROL BUILDING



RESTROOM

**REQUEST FOR QUALIFICATIONS / REQUEST FOR PROPOSALS
("RFQ / RFP")**

FOR THE

**ALA WAI BOAT HARBOR
FUEL DOCK AND HAUL-OUT/REPAIR SITES**

**STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
DIVISION OF BOATING AND OCEAN RECREATION**

November 25, 2008

EXHIBIT "W"

TABLE OF CONTENTS

NOTICE TO INTERESTED DEVELOPERS/LESSEES	
APPLICATION AND NOTICE OF INTENT	i
I. INTRODUCTION	1
Background	1
Purpose	1
Subject Properties	2
Submerged Lands	2
Required Improvements and Facilities	2
Permitted Uses	2
Special Management Area ("SMA")	3
Waikiki Special District, Public Precinct	3
Condition of Subject Properties	3
Authority	3
Application and Notice of Intent	3
RFQ/RFP Solicitation and Selection Process	3
Development Agreement	4
Significant Dates and Times	4
Issuing Office and Contact Person	5
Request for Clarification	5
Confidential Information	5
DOBOR Offices	6
II. DEVELOPMENT OBJECTIVES	7
III. REQUEST FOR QUALIFICATIONS ("RFQ")	8
Introduction	8
Applicant Briefing	8
Application and Notice of Intent	8
Statement of Qualifications - Submittal Requirements	8
Statement of Qualifications - Submittal Deadline	11
Evaluation of Qualifications	11
IV. REQUEST FOR PROPOSALS ("RFP")	13
Introduction	13
Applicant Briefing	13
RFP Submittal Requirements	13
RFP Submittal Deadline	19
Evaluation Procedures	19
RFP Selection Criteria	20
V. EXCLUSIVE NEGOTIATIONS / DEVELOPMENT AGREEMENT	21
Exclusive Negotiations	21
Development Agreement	21
VI. OTHER TERMS AND CONDITIONS	24
Fees and Costs	24
DOBOR Non-Liability and Waivers	24
Title to Subject Properties	24
DOBOR Discretion and Reservation of Rights; Cancellation of RFP	24

I. INTRODUCTION

BACKGROUND.

The State of Hawaii Department of Land and Natural Resources ("DLNR") is the owner of two non-contiguous parcels consisting of approximately 53,568 square feet of filled land, both of which are located within the Ala Wai Boat Harbor, situated at Kalia, Honolulu, Oahu, Hawaii (see **Attachment 1**). The two parcels are the current sites of the harbor's fuel dock facility and haul-out/repair facility.

DLNR's Division of Boating and Ocean Recreation ("DOBOR") manages the Ala Wai Boat Harbor and has been implementing a comprehensive improvement plan for the harbor, including but not limited to replacing and rebuilding the fixed and floating docks and upgrading the water and sewer systems.

DOBOR has also determined that the fuel dock and haul-out/repair facilities are in need of upgrading and desires to redevelop the fuel dock and haul-out sites to improve these marina support facilities and services. DOBOR, however, does not possess the funding, expertise, or staffing to redevelop these parcels on its own and operate the facilities. In addition, DOBOR is seeking to improve its return on these lands and is seeking increased lease rent revenues from the redevelopment of these two sites. Accordingly, DOBOR is seeking a private entity with the necessary development expertise and financial capacity to redevelop and manage the two parcels under a ground lease arrangement.

PURPOSE.

The purpose of this Request for Qualifications / Request for Proposals ("RFQ/RFP") is to solicit and select a qualified private entity to lease and redevelop the Subject Properties (described below) to their highest and best uses to increase the lease rent revenues to the State and improve/upgrade the harbor's fuel dock and haul-out/repair facilities. The lease revenues generated from the redevelopment will be used to support DOBOR's operations and ocean recreation programs statewide.

Qualified applicants will be invited to submit development proposals that may provide for any improvements and uses that are permitted under applicable laws, ordinances, rules and regulations; provided that all development proposals **must** include improved/upgraded fuel dock and haul-out/repair facilities that will be open to the public.¹ The selected applicant shall be responsible for obtaining all required land use entitlements and government approvals/permits

DOBOR will select the applicant whose proposal best meets DOBOR's development objectives and RFP selection criteria (see RFQ/RFP Sections II and IV).

¹ Applicable laws include, but are not limited to Chapter 200, Hawaii Revised Statutes, DOBOR's administrative rules, and the City and County of Honolulu Land Use Ordinance (including regulations for the Waikiki Special District, Public Precinct zoning district). In the event any applicable law, ordinance, rule or regulation is amended in the future to permit additional uses on or within the Subject Properties, DOBOR may, but shall not be required to, negotiate amendments to any development agreement or lease to allow such additional permitted uses (including amendments to the lease rent to reflect the additional permitted uses).

SUBJECT PROPERTIES.

The subject properties consist of two non-contiguous parcels, both located within the Ala Wai Boat Harbor, Kalia, Honolulu, Island of Oahu, Hawaii. The two parcels shall hereinafter collectively be referred to as the "Subject Properties".²

The first parcel consists of approximately 15,199 square feet and is identified by Tax Map Key ("TMK") Number (1) 2-3-37:20. This parcel is the site of the existing fuel dock facility (hereinafter referred to as the "Fuel Dock Parcel").³ See **Attachment 2**.

The second parcel consists of approximately 38,369 square feet and is identified by TMK Numbers (1) 2-6-10:05 and 16. This parcel is the site of the existing haul-out/repair facility (hereinafter referred to as the "Haul-Out Facility Parcel").⁴ See **Attachment 3**.

SUBMERGED LANDS.

Pursuant to Section 171-53(c), Hawaii Revised Statutes, a lease of submerged lands is subject to the prior approval of the Board of Land and Natural Resources ("Board") and the Governor, and the prior authorization of the State Legislature. Any improvements, structures, or equipment that extend into or over submerged lands (including but not limited to any crane or lift used to haul-out vessels from the water) require such approvals/authorization, and prior to issuance of any lease, the selected applicant shall, at its sole expense, be responsible for obtaining the required approvals/authorization to lease the submerged lands necessary for any such improvements/equipment that extends into or over submerged lands.

Applicants may also submit proposals that request the leasing of all or portions of the submerged lands identified in **Attachment 4** for lease. Prior to issuance of any lease that includes submerged lands for moorings, the selected applicant shall, at its sole expense, be responsible for obtaining the required approval from the Board to lease such submerged lands. Approval from the Governor and authorization from the Legislature are not required for leases of submerged lands to be used as moorings.

REQUIRED IMPROVEMENTS AND FACILITIES.

The redevelopment of the Subject Properties **must** include improved/upgraded fuel dock and haul-out/repair facilities that will be open to the public.

PERMITTED USES.

In addition to the required fuel dock and haul-out/repair facilities, the redevelopment of the Subject Properties may include any other improvements, uses, and facilities that are permitted under applicable laws, ordinances, rules and regulations, including but not limited to the restrictions set forth in Chapter 200, Hawaii Revised Statutes regarding the Ala Wai Harbor, DOBOR's administrative rules, and the City and County of Honolulu zoning ordinance for the Waikiki Special District, Public Precinct. Any such improvements and facilities shall be made available to the public.

² If the required approvals are obtained to lease adjacent submerged lands, the term "Subject Properties" shall be deemed to include those submerged lands.

³ The parcel was set aside by Executive Order No. 1795 dated August 13, 1957 for "Ala Wai Boat Harbor".

⁴ The parcel was set aside by Executive Order No. 2575 dated August 12, 1971 for "Addition to Ala Wai Boat Harbor".

THE COSTAR RETAIL REPORT

YEAR-END 2008

Hawaii Retail Market



Stop Searching. Start Finding.™

EXHIBIT "X"

HAWAII RETAIL MARKET



 TABLE OF CONTENTS

Table of Contents	A
Methodology	B
Terms & Definitions	C
Market Highlights & Overview	1
CoStar Markets	4
Inventory & Development Analysis	
Select Top Deliveries	
Select Top Under Construction Properties	
Figures at a Glance	9
Figures at a Glance by Building Type & Market	
Historical Figures at a Glance	
Leasing Activity Analysis	
Select Top Lease Transactions	
Analysis of Individual CoStar Markets	15
CBD Market	
Central Oahu Market	
East Oahu Market	
Honolulu Market	
Kalihi Market	
Kapiolani Market	
Leeward Market	
North Shore Market	
Waianae Market	
Waikiki Market	
West Oahu Market	
Windward Market	

HAWAII RETAIL MARKET



FIGURES AT A GLANCE

GENERAL RETAIL MARKET STATISTICS

Year-End 2008

Market	Existing Inventory		Vacancy			YTD Net Absorption	YTD Deliveries	Under Const SF	Quoted Rates
	# Bids	Total GLA	Direct SF	Total SF	Vac %				
CBD	134	1,283,927	44,804	44,804	3.5%	197,358	180,000	0	\$22.06
Central Oahu	23	574,842	41,403	41,403	7.2%	(25,649)	0	32,602	\$41.26
East Oahu	24	443,901	1,040	4,032	0.9%	1,358	0	0	\$37.82
Honolulu	105	546,675	17,682	18,182	3.3%	11,923	0	0	\$22.62
Kalihi	142	1,941,477	26,806	26,806	1.4%	9,557	0	0	\$33.59
Kapiolani	431	3,861,835	148,982	155,771	4.0%	(13,607)	0	0	\$24.78
Leeward	114	1,315,966	36,874	37,324	2.8%	87,848	34,000	27,229	\$43.30
North Shore	6	34,713	4,448	4,448	12.8%	(3,848)	0	0	\$21.06
Waianae	12	95,772	5,181	5,181	5.4%	0	0	40,000	\$28.91
Waikiki	51	2,204,004	72,511	72,511	3.3%	31,153	1,792	0	\$52.32
West Oahu	23	319,219	2,206	2,206	0.7%	1,500	0	0	\$21.00
Windward	55	455,420	14,649	14,649	3.2%	(11,975)	0	0	\$42.90
Totals	1,120	13,077,751	416,586	427,317	3.3%	285,618	215,792	99,831	\$34.18

Source: CoStar Property®

MALL MARKET STATISTICS

Year-End 2008

Market	Existing Inventory		Vacancy			YTD Net Absorption	YTD Deliveries	Under Const SF	Quoted Rates
	# Ctrs	Total GLA	Direct SF	Total SF	Vac %				
CBD	0	0	0	0	0.0%	0	0	0	\$0.00
Central Oahu	1	568,000	3,000	3,000	0.5%	15,160	0	0	\$0.00
East Oahu	1	464,000	0	0	0.0%	0	0	0	\$0.00
Honolulu	0	0	0	0	0.0%	0	0	0	\$0.00
Kalihi	0	0	0	0	0.0%	0	0	0	\$0.00
Kapiolani	3	2,952,103	3,586	4,888	0.2%	268,222	270,000	0	\$101.72
Leeward	1	1,250,000	16,488	16,488	1.3%	13,802	0	0	\$55.16
North Shore	0	0	0	0	0.0%	0	0	0	\$0.00
Waianae	0	0	0	0	0.0%	0	0	0	\$0.00
Waikiki	1	293,000	0	0	0.0%	0	0	0	\$0.00
West Oahu	0	0	0	0	0.0%	0	0	0	\$0.00
Windward	1	508,167	0	0	0.0%	0	0	0	\$0.00
Totals	8	6,035,270	23,074	24,376	0.4%	297,184	270,000	0	\$77.65

Source: CoStar Property®

POWER CENTER MARKET STATISTICS

Year-End 2008

Market	Existing Inventory		Vacancy			YTD Net Absorption	YTD Deliveries	Under Const SF	Quoted Rates
	# Ctrs	Total GLA	Direct SF	Total SF	Vac %				
CBD	0	0	0	0	0.0%	0	0	0	\$0.00
Central Oahu	1	497,634	50,000	50,000	10.0%	(50,000)	0	0	\$0.00
East Oahu	0	0	0	0	0.0%	0	0	0	\$0.00
Honolulu	0	0	0	0	0.0%	0	0	0	\$0.00
Kalihi	0	0	0	0	0.0%	0	0	0	\$0.00
Kapiolani	0	0	0	0	0.0%	0	0	0	\$0.00
Leeward	1	426,986	17,735	19,250	4.5%	(4,515)	0	0	\$0.00
North Shore	0	0	0	0	0.0%	0	0	0	\$0.00
Waianae	0	0	0	0	0.0%	0	0	0	\$0.00
Waikiki	0	0	0	0	0.0%	0	0	0	\$0.00
West Oahu	0	0	0	0	0.0%	0	0	0	\$0.00
Windward	0	0	0	0	0.0%	0	0	0	\$0.00
Totals	2	924,620	67,735	69,250	7.5%	(54,515)	0	0	\$0.00

Source: CoStar Property®

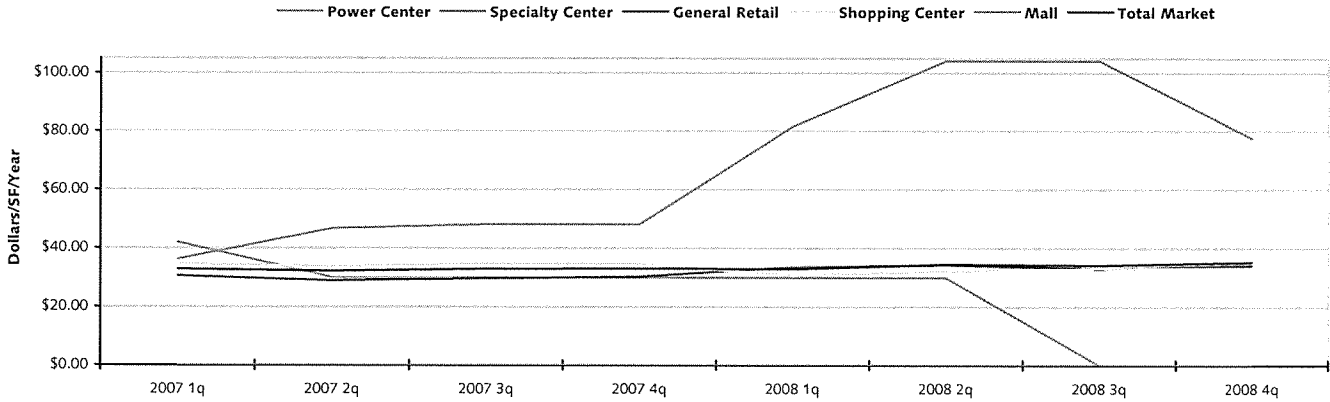
HAWAII RETAIL MARKET



LEASING ACTIVITY

HISTORICAL RENTAL RATES

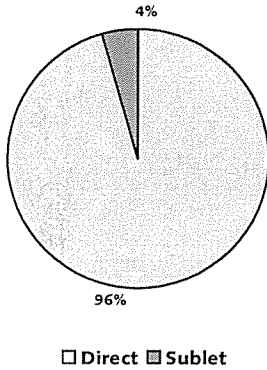
Based on NNN Rental Rates



Source: CoStar Property®

VACANCY BY AVAILABLE SPACE TYPE

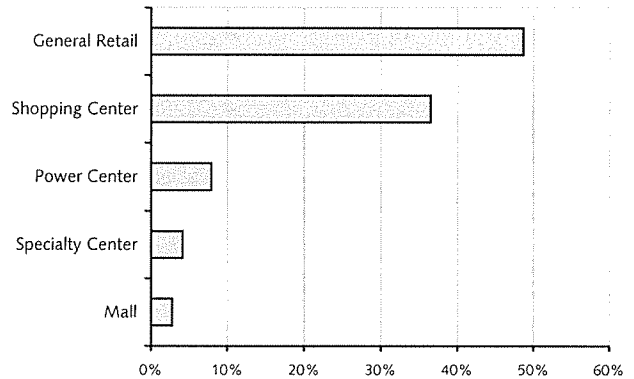
Percent of All Vacant Space in Direct vs. Sublet



Source: CoStar Property®

VACANCY BY BUILDING TYPE

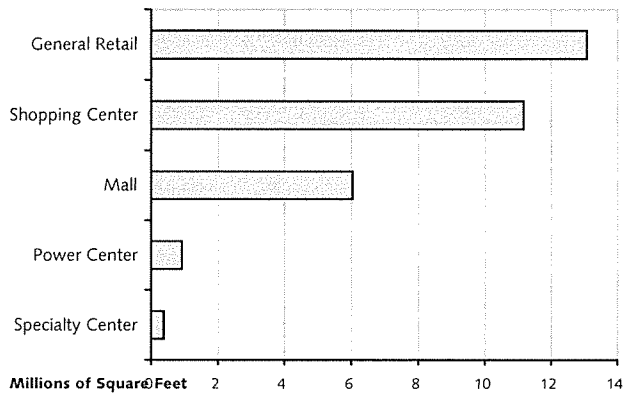
Percent of All Vacant Space by Building Type



Source: CoStar Property®

GLA BY BUILDING TYPE

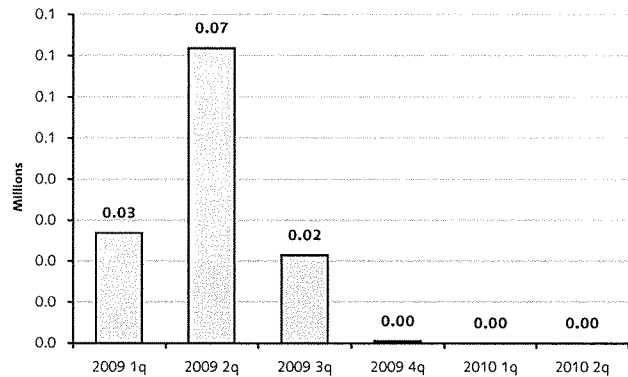
Ratio of Total GLA by Building Type



Source: CoStar Property®

FUTURE SPACE AVAILABLE

Space Scheduled to be Available for Occupancy*



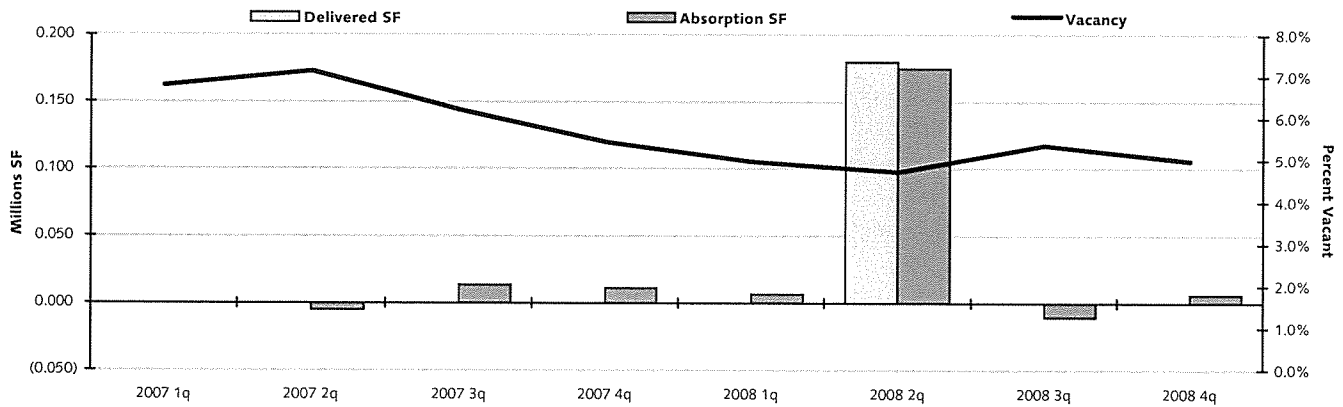
* Includes Under Construction Spaces Source: CoStar Property®

HAWAII RETAIL MARKET



CBD MARKET MARKET HIGHLIGHTS - CLASS "A, B & C"

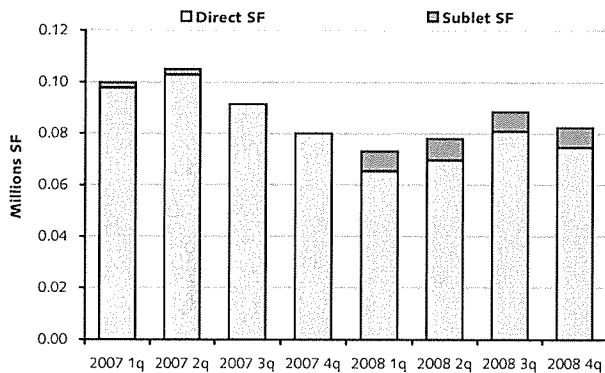
DELIVERIES, ABSORPTION & VACANCY Historical Analysis, All Classes



Source: CoStar Property®

VACANT SPACE

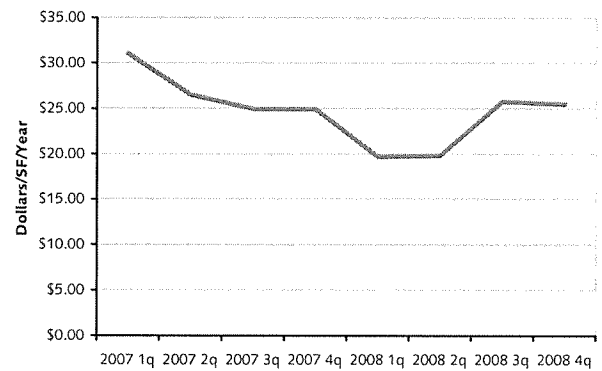
Historical Analysis, All Classes



Source: CoStar Property®

QUOTED RENTAL RATES

Historical Analysis, All Classes



Source: CoStar Property®

Period	Existing Inventory		Vacancy		Net Absorption	Delivered Inventory		UC Inventory		Quoted Rates
	# Bldgs	Total RBA	Vacant SF	Vacancy %		# Bldgs	Total RBA	# Bldgs	Total RBA	
2008 4q	137	1,652,314	82,461	5.0%	6,166	0	0	0	0	\$25.52
2008 3q	137	1,652,314	88,627	5.4%	(10,455)	0	0	0	0	\$25.78
2008 2q	137	1,652,314	78,172	4.7%	175,069	1	180,000	0	0	\$19.83
2008 1q	136	1,472,314	73,241	5.0%	6,893	0	0	1	180,000	\$19.73
2007 4q	136	1,472,314	80,134	5.4%	11,219	0	0	0	0	\$24.97
2007 3q	136	1,472,314	91,353	6.2%	13,597	0	0	0	0	\$24.97
2007 2q	136	1,472,314	104,950	7.1%	(5,061)	0	0	0	0	\$26.47
2007 1q	136	1,472,314	99,889	6.8%	0	0	0	0	0	\$31.02

Source: CoStar Property®

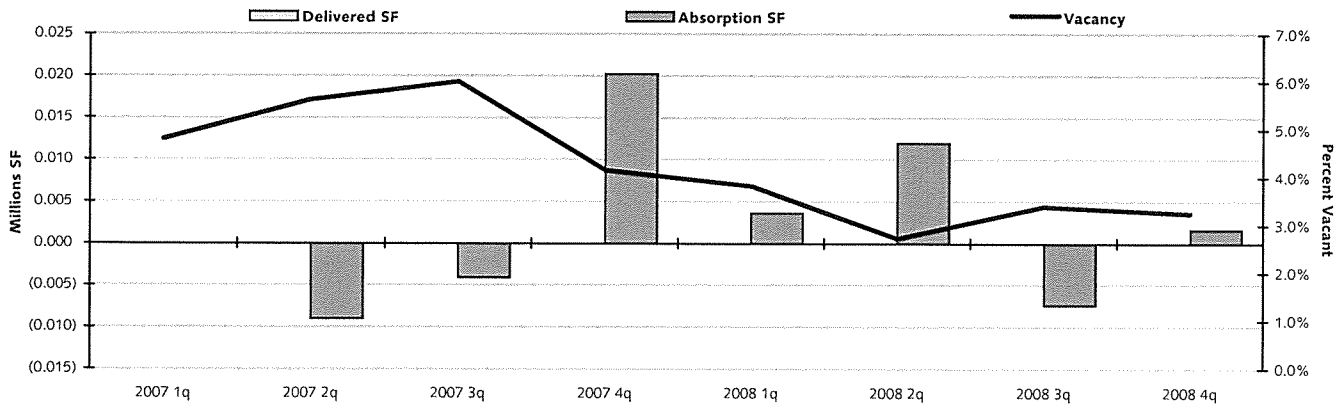


HAWAII RETAIL MARKET

HONOLULU MARKET

MARKET HIGHLIGHTS - CLASS "A, B & C"

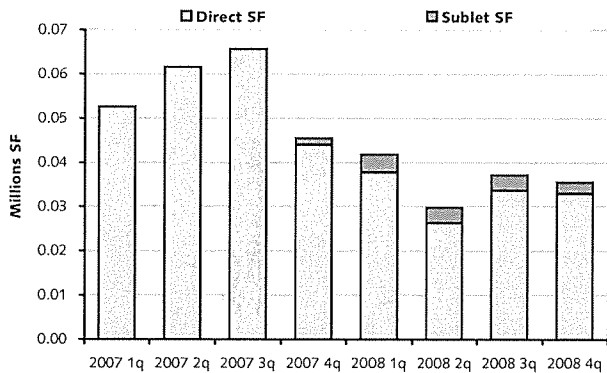
DELIVERIES, ABSORPTION & VACANCY Historical Analysis, All Classes



Source: CoStar Property®

VACANT SPACE

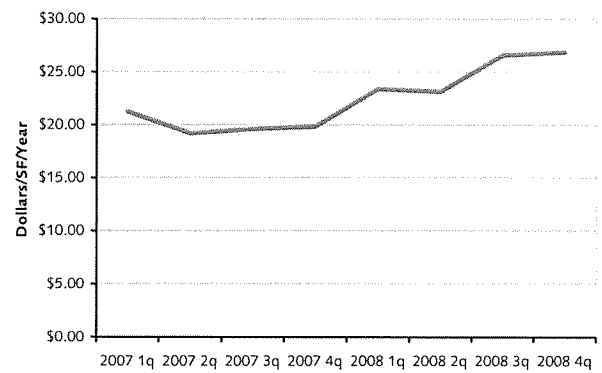
Historical Analysis, All Classes



Source: CoStar Property®

QUOTED RENTAL RATES

Historical Analysis, All Classes



Source: CoStar Property®

Period	Existing Inventory		Vacancy		Net Absorption	Delivered Inventory		UC Inventory		Quoted Rates
	# Bldgs	Total RBA	Vacant SF	Vacancy %		# Bldgs	Total RBA	# Bldgs	Total RBA	
2008 4q	116	1,094,910	35,596	3.3%	1,653	0	0	0	0	\$26.89
2008 3q	116	1,094,910	37,249	3.4%	(7,384)	0	0	0	0	\$26.60
2008 2q	116	1,094,910	29,865	2.7%	12,032	0	0	0	0	\$23.15
2008 1q	116	1,094,910	41,897	3.8%	3,649	0	0	0	0	\$23.40
2007 4q	116	1,094,910	45,546	4.2%	20,244	0	0	0	0	\$19.85
2007 3q	116	1,094,910	65,790	6.0%	(4,128)	0	0	0	0	\$19.60
2007 2q	116	1,094,910	61,662	5.6%	(9,051)	0	0	0	0	\$19.22
2007 1q	116	1,094,910	52,611	4.8%	0	0	0	0	0	\$21.26

Source: CoStar Property®

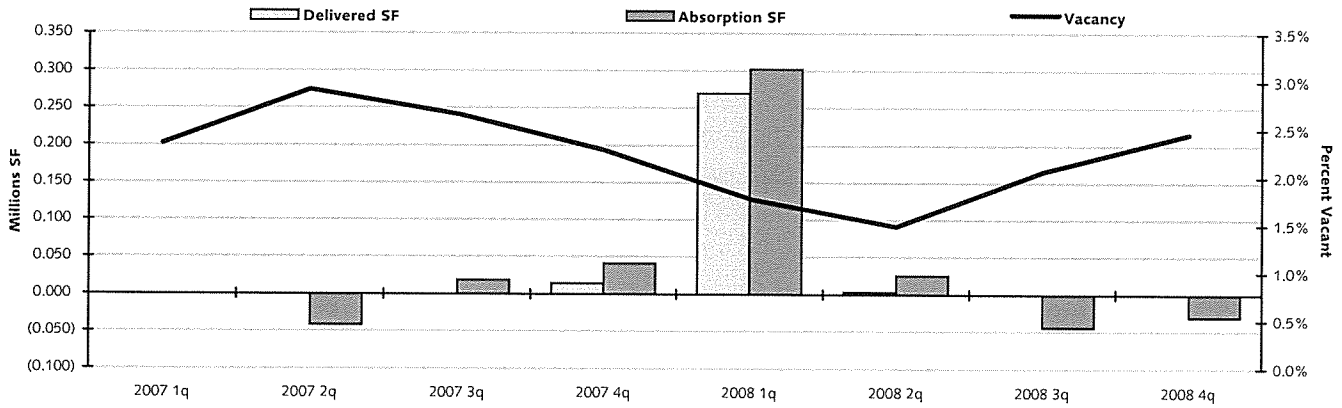


HAWAII RETAIL MARKET

KAPIOLANI MARKET

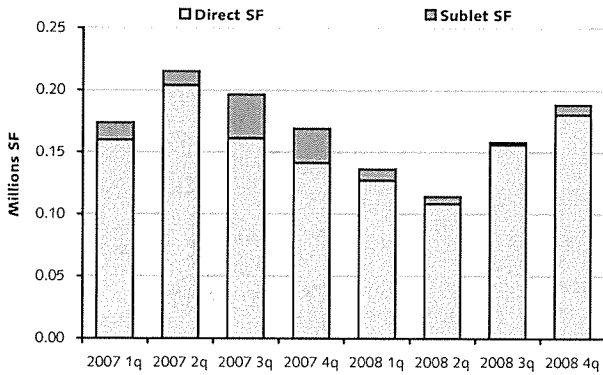
MARKET HIGHLIGHTS - CLASS "A, B & C"

DELIVERIES, ABSORPTION & VACANCY Historical Analysis, All Classes



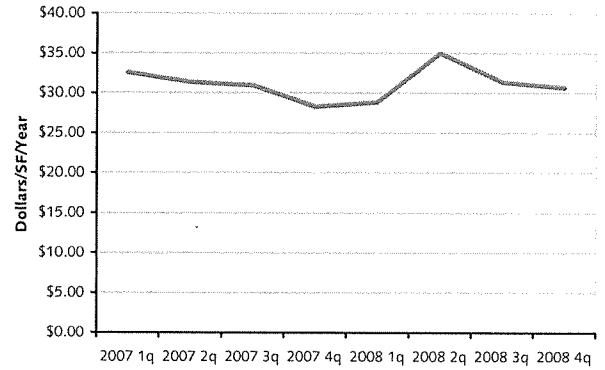
Source: CoStar Property®

VACANT SPACE Historical Analysis, All Classes



Source: CoStar Property®

QUOTED RENTAL RATES Historical Analysis, All Classes



Source: CoStar Property®

Period	Existing Inventory		Vacancy		Net Absorption	Delivered Inventory		UC Inventory		Quoted Rates
	# Bldgs	Total RBA	Vacant SF	Vacancy %		# Bldgs	Total RBA	# Bldgs	Total RBA	
2008 4q	477	7,683,596	188,518	2.5%	(30,068)	0	0	0	0	\$30.74
2008 3q	477	7,683,596	158,450	2.1%	(43,970)	0	0	0	0	\$31.39
2008 2q	477	7,683,596	114,480	1.5%	25,651	1	3,637	0	0	\$35.03
2008 1q	476	7,679,959	136,494	1.8%	302,742	1	270,000	1	3,637	\$28.86
2007 4q	475	7,409,959	169,236	2.3%	41,649	5	14,343	2	273,637	\$28.34
2007 3q	470	7,395,616	196,542	2.7%	18,793	0	0	6	284,343	\$30.93
2007 2q	470	7,395,616	215,335	2.9%	(41,618)	0	0	6	284,343	\$31.36
2007 1q	470	7,395,616	173,717	2.3%	0	0	0	1	270,000	\$32.59

Source: CoStar Property®

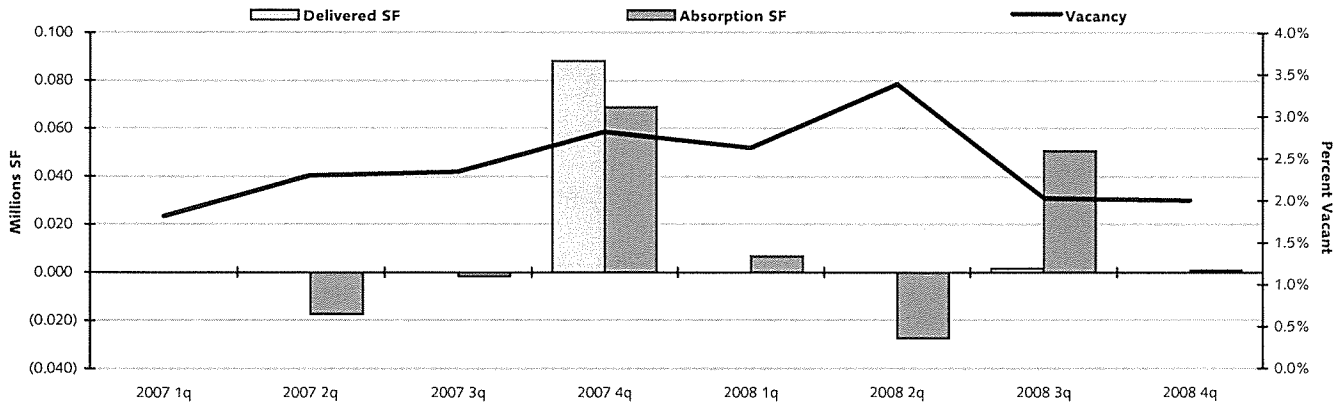


HAWAII RETAIL MARKET

WAIKIKI MARKET

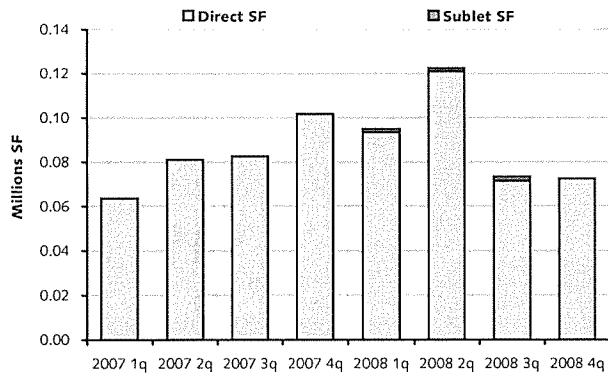
MARKET HIGHLIGHTS - CLASS #A, B & C

DELIVERIES, ABSORPTION & VACANCY Historical Analysis, All Classes



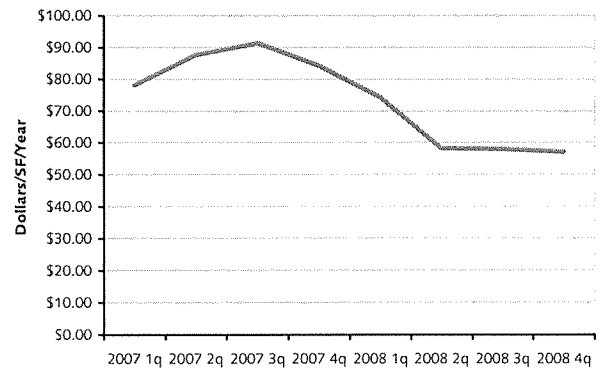
Source: CoStar Property®

VACANT SPACE Historical Analysis, All Classes



Source: CoStar Property®

QUOTED RENTAL RATES Historical Analysis, All Classes



Source: CoStar Property®

Period	Existing Inventory		Vacancy		Net Absorption	Delivered Inventory		UC Inventory		Quoted Rates
	# Bldgs	Total RBA	Vacant SF	Vacancy %		# Bldgs	Total RBA	# Bldgs	Total RBA	
2008 4q	67	3,618,057	72,511	2.0%	944	0	0	0	0	\$57.09
2008 3q	67	3,618,057	73,455	2.0%	50,790	1	1,792	0	0	\$58.01
2008 2q	66	3,616,265	122,453	3.4%	(27,421)	0	0	1	1,792	\$58.20
2008 1q	66	3,616,265	95,032	2.6%	6,840	0	0	1	1,792	\$74.27
2007 4q	66	3,616,265	101,872	2.8%	68,986	1	88,160	0	0	\$84.31
2007 3q	65	3,528,105	82,698	2.3%	(1,627)	0	0	1	88,160	\$91.39
2007 2q	65	3,528,105	81,071	2.3%	(17,352)	0	0	1	88,160	\$87.72
2007 1q	65	3,528,105	63,719	1.8%	0	0	0	1	88,160	\$78.16

Source: CoStar Property®

Exhibit “Y”
Comments to Draft Environmental Assessment and
Responses to Comments

This section is organized as follows: (a) comment on Draft Environmental Assessment and (b) Responses to comment. The list of persons commenting on the Draft EA are as follows:

Person	Status of Response from Honey Bee USA, Inc.
Richard Olmstead	Response sent on July 14, 2010
Lea Sasak	Response sent on July 14, 2010
Jeff Lilley	Response sent on July 14, 2010
Fran and Hal Hallonquist	Response sent on July 14, 2010
Dwight Streamfellow	Response sent on July 14, 2010
Les Parsons	Response sent on July 14, 2010
Gary O’Donnell	Response sent on July 14, 2010
Cheryl Van Law	Response sent on July 14, 2010
Cindy Jacobson	Response sent on July 14, 2010
Bill Kruse	Response sent on July 14, 2010
William and Betty Marshall	Response sent on July 14, 2010
Sunny Crowley	Response sent on July 14, 2010
Gordon S. Wood	Response sent on July 14, 2010
606 Corporation (Winter)	Response sent on July 14, 2010
Nancy Mueting	Response sent on July 14, 2010. Ms. Mueting’s comment was submitted after the deadline but she telephoned Honey Bee USA, Inc. to inform them that she had sent the comment to the wrong e-mail address and thus Honey Bee responded to her comments.
Hawaii’s Thousand Friends	Response sent on July 14, 2010
Bruce Lenkeit	Response sent on July 14, 2010. Mr. Lenkeit’s comments were received by Honey Bee USA but not by the Dept. of Transportation. Honey Bee USA responded because Mr. Lenkeit’s transmittal showed he send a copy to DOT.
Gordon W. Caughman	No response sent because letter was in support of project.
Chris MacClure	No response sent because letter was in support of project.
Charles Bellman	No response sent because letter was in support of project.
Douglas L. Allen	No response was sent because Mr. Allen left no e-mail or address where any response could be sent to.
Betty A. Marshall	Ms. Marshall sent two letters (see above) and we did not response to this second letter. Ms. Marshall also left no separate contact information on this letter.
Forrest S. P. Marshall	No response was sent because Mr. Marshall left no e-mail or address where any response could be sent to.
Jeff Merz	Mr. Merz’s comments were not sent to DOT and was dated after the response deadline. (Not attached)
Dave Cooper	Mr. Cooper addressed his letter to OEQC and it was not a comment on the project but the process. No response sent.

Subj: **Waikiki Landing by Honey Bee USA**
Date: 5/21/2010 2:03:46 PM Hawaiian Standard Time
From: waikikilandingdeacomment@yaho.com
To: kkiuchi106@cs.com
Received from Internet: [click here for more information](#)

Please respond to: richard olmsted <rolmsted11@yahoo.com>

----- Forwarded Message -----

From: richard olmsted <rolmsted11@yahoo.com>
To: waikikilandingDEAcomments@yahoo.com
Sent: Fri, May 21, 2010 12:38:46 PM
Subject: Waikiki Landing by Honey Bee USA

Aloha,

Because of the radical change of use and the length of contract, a very in-depth Environment Impact Statement is needed to understand the pros and cons of this undertaking. The fouling and dilapidation of the land and structures at both sites are processes that has occurred over decades of abuse and neglect. New laws are in place to protect the public and Honey Bee must adhere to them as must the State. The change of use from marine commercial to mixed use certainly is damaging to the rights of the recreational ocean users of the State. This reveals the underbelly of the DLNR-Boating intent to further their negative and greedy management practices of the public ocean use.

Faulty planning and design of the proposed facilities only depreciate the value of the recreational ocean experience. DLNR has very high financial expectations from the development of these properties. Over the long lease period of these properties, if Honey Bee fails in their effort to generate moneys for the State, what is the public going to receive? Building enterprises that challenge building and land use codes are very dangerous for the public position and they must be thoroughly reviewed by everyone.

From the plans presents thusly, there are many questionable design issues-i.e.-bathrooms for a detached wedding chapel that accommodates 50 persons, inadequate parking for wedding parties and marine user, inappropriate height violations at the fuel dock, questionable mixed use combinations (A1 and H1) etc. The State currently is requiring its buildings to be of a sustainable type-LEED certified. Since this project is on the public's land, what design features are going to ensure this to be the case?

These are some of my concerns. I would like full and complete answers.

Thank you for your time,

Richard Olmsted, AIA
(A boat owner at the Ala Wai Small Boat Harbor for the past 9-years)

KIUCHI, NAKAMOTO & TANAKA
ATTORNEYS AT LAW

AMERICAN SAVINGS BANK TOWER • 1001 BISHOP STREET, SUITE 1090
HONOLULU, HAWAII 96813 • (808) 521-7465 FAX: (808) 521-5873

VIA E-MAIL ONLY

July 14, 2010

Mr. Richard Olmsted, AIA
Rl olmsted11@yahoo.com

Dear Mr. Olmsted:

This responds, on behalf of Honey Bee USA, Inc., to your comments to the Draft Environmental Assessment dated May 21, 2010.

This project has presented several challenges to Honey Bee USA, Inc. The primary challenge was creating an attractive development with a “Hawaiian sense of place” while combining that with an industrial boat repair yard and fuel dock and producing the revenue that was needed to pay DOBOR the rent set forth in its RFP. Contrary to what has been said in two community meetings, that rent is not too high given the site’s location in Waikiki and as important, DOBOR has recognized that in order to maximize the return on its lands that this site must become a viable commercial development and not just a boat repair facility and fuel dock. It is simply not fair that this site is underutilized at a time when the State of Hawai`i is in a budget crisis. The rent from this site goes into the DOBOR fund and without these funds there is not enough money in the state budget to repair harbors throughout the state.

Honey Bee has, in its draft environmental assessment, complied with the contents of an environmental assessment as set forth in §11-200-10 of the Hawaii Administrative Rules. That rule states that what is required, as it relates to a description of the project, is a “general description” of the action’s technical, economic, social and environmental characteristics.

With the foregoing in mind, Honey Bee’s response to your comments are as follows:

The purpose of Chapter 343, the section of the Hawaii Revised Statutes, which sets forth the standards for such an assessment, is to determine whether the subject action has a substantial effect on the environment. The length of a lease and a change in use, in and of itself, do not, under the applicable laws, require an applicant to submit an Environmental Impact Statement. The remainder of your comments in your first two paragraphs are best addressed by DOBOR and DLNR.

The wedding operations project 6 – 8 weddings a day for the Diamond Vista Building and 5 – 6 weddings a day for the Canoe House. Each wedding will have 10 – 12 people (including the bride and groom) which means a total of 60 – 96 people a day at the Diamond Vista Building and 60 – 72 people a day at the Canoe House. One limousine will bring the bride

and groom to the wedding at each site and the remainder of the wedding party will be transported by taxi. The bathrooms on the wedding chapel are sufficient given the average wedding party, even though the wedding operator has designed a large chapel that will never fully be used to capacity. We respectfully disagree that DOBOR's financial expectations are very high and Honey Bee's business model, which includes a mixture of uses, is specifically designed to achieve DOBOR's revenue expectations. Making renovations to a boat repair facility that comply with the present environmental regulations are costly and because the boat repair facility is, in of itself, not profitable, Honey Bee is essentially subsidizing this operation. What the boating public gets is a boat repair facility that is renovated and in compliance with the law, which would not be possible without this mixed use development.

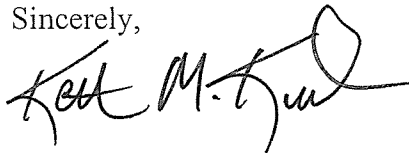
Honey Bee has revised the design of the Fuel Dock building to reduce the observation tower to a single story. The observation tower was added in response to a need expressed by DOBOR and does not benefit Honey Bee as Honey Bee will receive no rent from this tower. The majority of the building will be 25 feet in height. The observation tower is 32 ft. by 24 ft. (768 sq. ft.) and will be 15 feet in height.

The Waikiki District has only five zoning uses: apartment, apartment mixed use, resort mixed use, resort commercial and public precinct. There is no A-1 and H-1 zoning in Waikiki.

The state, in its RFP, did not require this project to be LEED certified, nor is there such a blanket requirement, at present, for all state buildings. However, Honey Bee intends to apply for LEED certification. Honey Bee has, as stated in the EA, included solar energy panels at both sites and will use materials that qualify for LEED certification. Honey Bee is also changing the project design to include more natural lighting in public areas and less reliance upon air conditioning in public areas, utilizing the natural flow of air. Honey Bee will apply for LEED certification.

Thank you for your comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Keith M. Kiuchi". The signature is fluid and cursive, with a large loop at the end.

Keith M. Kiuchi

Subj: **Waikiki Landing by Honey Bee USA, Inc.**
Date: 5/21/2010 2:11:10 PM Hawaiian Standard Time
From: waikikilandingdeacomment@yaho.com
To: kkiuchi106@cs.com
Received from Internet: [click here for more information](#)

Please respond to: **Lea Sasak** email: SPIRITOFALOHA2@msn.com

----- Forwarded Message -----

From: Aloha Spirit <SPIRITOFALOHA2@msn.com>
To: waikikilandingDEacomment@yaho.com
Sent: Fri, May 21, 2010 6:08:59 AM
Subject: Fw: Waikiki Landing by Honey Bee USA, Inc.

TO: Applicant:
Honey Bee USA, Inc.
c/o Kiuchi, Nakamoto & Tanaka
1001 Bishop Street, Suite 1090
Honolulu, Hawaii 96813

Approving Agency:
State of Hawaii Department of Transportation
Highways Division
869 Punchbowl Street, Suite 513
Honolulu, Hawaii 96813

Consultant:
Kiuchi, Nakamoto & Tanaka
ATTN: Keith M. Kiuchi, Esq.
1001 Bishop Street, Suite 1090
Honolulu, Hawaii 96813

RE: Draft Environmental Assessment - Waikiki Landing

To Whom this may concern:

When contemplating changes, even improvements, there may be unanticipated consequences; and that is always the reason for a thorough study. I have walked adjacent to this proposed location for years and I can't see why Honey Bee USA, Inc. would want to build a Wedding Chapel in that area, it is just inconsistent with the surrounding maritime activities.

Wedding Chapels are already in existence at almost every hotel down Waikiki Beach, but this is the only harbor that serves the needs of our Ala Wai Community. This is a special marine recreational area for the community that does not need to be put under further pressure of commercial activity.

1. Wedding Chapels and the like don't belong in the middle of a marine recreational area. I could understand Marine Supply store, boat repair etc.
2. The state should be protecting what is going to be more important as each year passes, and that is our environment. Hilton is building two more timeshares right next door, more concrete, our open

spaces are shrinking. This small corner of paradise is still providing an invitation to boaters, surfers, and anyone in the community to enjoy a piece of the limited tranquility remaining on Waikiki Beach.

3. In addition this part of Waikiki has always been, in part, residential. This Maiki end of Waikiki was planned and dedicated, in part, to those who inherited the boating and fishing rights from their ancestors. A portion of it is to be free forever for entry and enjoyment by boaters, surfers, fisherman, everyone..

I believe this plan is in violation of any activites allowed in this area. You are rapidly discouraging recreation for the community.. Parking costs are ever increasing and you can create an unfriendly atmosphere designed to discourage those who don't come to spend money.

From my perspective as a nearby resident,

Lea Sasak,
1777 Ala Moana #1810
Honolulu, HI 96815

KIUCHI, NAKAMOTO & TANAKA
ATTORNEYS AT LAW

AMERICAN SAVINGS BANK TOWER • 1001 BISHOP STREET, SUITE 1090
HONOLULU, HAWAII 96813 • (808) 521-7465 FAX: (808) 521-5873

July 14, 2010

Lea Sasak
1777 Ala Moana Blvd., #1810
Honolulu, HI 96815

Dear Lea Sasak:

This responds, on behalf of Honey Bee USA, Inc., to your comments to the Draft Environmental Assessment dated May 21, 2010.

This project has presented several challenges to Honey Bee USA, Inc. The primary challenge was creating an attractive development with a “Hawaiian sense of place” while combining that with an industrial boat repair yard and fuel dock and producing the revenue that was needed to pay DOBOR the rent set forth in its RFP. Contrary to what has been said in two community meetings, that rent is not too high given the site’s location in Waikiki and as important, DOBOR has recognized that in order to maximize the return on its lands that this site must become a viable commercial development and not just a boat repair facility and fuel dock. It is simply not fair that this site is underutilized at a time when the State of Hawai`i is in a budget crisis. The rent from this site goes into the DOBOR fund and without these funds there is not enough money in the state budget to repair harbors throughout the state.

Honey Bee has, in its draft environmental assessment, complied with the contents of an environmental assessment as set forth in §11-200-10 of the Hawaii Administrative Rules. That rule states that what is required, as it relates to a description of the project, is a “general description” of the action’s technical, economic, social and environmental characteristics.

With the foregoing in mind, Honey Bee’s response to your comments are as follows:

A wedding facility is the least intrusive use that provides the revenue that the state needs. A restaurant and nightclub, while providing the desired rent, would come with certain social ills, such as using the parking in the area and creating noise late into the night. By contrast the wedding facility will service an average of 6 - 8 weddings a day, the latest starting at 6:00 p.m. The average size of a wedding party is 12, meaning that an average of 84 people a day would come to the wedding facility, far less than the number that would be needed to make a nightclub and restaurant successful. The wedding business is also on the increase, reflected by the fact that the only increase in tourists from the far east to Hawaii in the last two years has been those coming to Hawaii for their wedding or their honeymoon. The revenue from the wedding services are needed to support operations, such as the boat repair facility and the fuel dock, that are not, in and of themselves, profitable.

Page 2
Letter of July 14, 2010

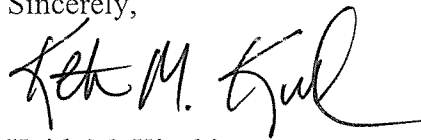
The wedding chapels and the leasing of commercial spaces serve to subsidize both the boat repair facility and the fuel dock. A marine supply store does not have the sufficient "critical mass" to be profitable, as demonstrated by the failure of Ala Wai Marine, Ltd.

Honey Bee shares your concerns about the "concrete canyon" that is being created in this area of Ala Moana Blvd. Its low-rise development is a welcome relief from the tall concrete structures in the area. The Boatyard Repair Site has been anything but a "corner of paradise". It is run-down, dirty and badly in need of repair. As it presently exists it is, quite frankly, a blight at the primary entry into Waikiki. To replace this Honey Bee will construct buildings that are attractive, with a Hawaiian sense of place, with appropriate landscaping.

The Boatyard Repair Site has never been used for residential purposes. As stated in the EA, much of the land was under water until the construction of the Ala Wai Canal and thereafter the site was used as a park then for commercial activities. Honey Bee has also made revisions in the development that creates a ten-foot wide dock along the Ala Wai Channel that can be enjoyed by the public.

Thank you for your comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Keith M. Kiuchi". The signature is fluid and cursive, with a long horizontal stroke at the end.

Keith M. Kiuchi

Subj: **Fw: Waikiki Landing**
Date: 5/21/2010 2:13:05 PM Hawaiian Standard Time
From: waikikilandingdeacomments@yahoo.com
To: kkiuchi106@cs.com
Received from Internet: [click here for more information](#)

Please reply to: Jeff Lilley <lilley.j@gmail.com>

----- Forwarded Message -----

From: Jeff Lilley <lilley.j@gmail.com>
To: waikikilandingDEAcomments@yahoo.com
Sent: Wed, May 19, 2010 9:41:41 AM
Subject: Waikiki Landing

Aloha,

These comments are in regard to the application of Honey Bee USA's application for development and utilization of land and submerged lands adjacent to the Ala Wai Small Boat Harbor.

I urge most strongly that the DEA NOT issue a finding of no significant impact in regard to this project for the following reasons:

1. The proposed plan will significantly change the current usage and negatively impact the boating community who are the sole regular users of the Ala Wai Small Boat harbor. Introduction of non-boating related industry especially wedding chapels is simply contraindicated. The Harbor was originally intended for boating use. The harbor is desperately needed for boating use.
2. The boat haul-out facility as proposed devotes most of its square footage to retail and wedding purposes. As drawn, the facility does not allow for more than four boats out of the water at one time. Secondly, how will the noise, dirt, dust, grease etc. of a boat yard be compatible with the traditional wedding experience demanded by Japanese customers? Honey Bee has conveniently failed to answer this question.
3. Parking as drawn is simply inadequate to accommodate the proposed use.
4. The Haul out site formally known as Ala Wai Marine MUST be audited for environmental contaminants if the general/non-boating community is to be served food?

ALoha,

Jeff M. Lilley
808-271-9926

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Do not be conformed to this world, but be transformed by the renewing of your minds, so that you may discern what is the will of God — what is good and acceptable and perfect. Romans 12:2

KIUCHI, NAKAMOTO & TANAKA
ATTORNEYS AT LAW

AMERICAN SAVINGS BANK TOWER • 1001 BISHOP STREET, SUITE 1090
HONOLULU, HAWAII 96813 • (808) 521-7465 FAX: (808) 521-5873

VIA E-MAIL ONLY

July 14, 2010

Mr. Jeff Lilley
Lilley.j@gmail.com

Dear Mr. Lilley:

This responds, on behalf of Honey Bee USA, Inc., to your comments to the Draft Environmental Assessment dated May 21, 2010.

This project has presented several challenges to Honey Bee USA, Inc. The primary challenge was creating an attractive development with a “Hawaiian sense of place” while combining that with an industrial boat repair yard and fuel dock and producing the revenue that was needed to pay DOBOR the rent set forth in its RFP. Contrary to what has been said in two community meetings, that rent is not too high given the site’s location in Waikiki and as important, DOBOR has recognized that in order to maximize the return on its lands that this site must become a viable commercial development and not just a boat repair facility and fuel dock. It is simply not fair that this site is underutilized at a time when the State of Hawai`i is in a budget crisis. The rent from this site goes into the DOBOR fund and without these funds there is not enough money in the state budget to repair harbors throughout the state.

Honey Bee has, in its draft environmental assessment, complied with the contents of an environmental assessment as set forth in §11-200-10 of the Hawaii Administrative Rules. That rule states that what is required, as it relates to a description of the project, is a “general description” of the action’s technical, economic, social and environmental characteristics.

With the foregoing in mind, Honey Bee’s response to your comments are as follows:

A wedding facility is the least intrusive use that provides the revenue that the state needs. A restaurant and nightclub, while providing the desired rent, would come with certain social ills, such as using the parking in the area and creating noise late into the night. By contrast the wedding facility will service an average of 6 - 8 weddings a day, the latest starting at 6:00 p.m. The average size of a wedding party is 12, meaning that an average of 84 people a day would come to the wedding facility, far less than the number that would be needed to make a nightclub and restaurant successful. The wedding business is also on the increase, reflected by the fact that the only increase in tourists from the far east to Hawaii in the last two years has been those coming to Hawaii for their wedding or their honeymoon. The revenue from the wedding services are needed to support operations, such as the boat repair facility and the fuel dock, that are not, in and of themselves, profitable.

In response to concerns raised by the Ala Wai boating community, Honey Bee has revised its development proposal and has increased the size of the boat repair yard to 16,400 sq. ft. by building a concrete deck for the boats to be serviced. Parking for the commercial spaces will be below this deck and the boat repair yard will be atop this deck. Honey Bee's boat repair yard will accommodate 11-12 boats that are 46 ft. in hull length. The actual yard area (subtracting areas of the yard that are used to haul the boats out) is 11,875 sq. ft. By comparison the Ala Wai Marine yard was 13,225 sq. ft. in the yard area only and fit 13-14 boats. The wedding operator at the Boatyard Repair Site has been made fully aware of the noise and dust associated with a boat repair facility and has agreed that it will accept the same. The wedding operator has made design changes to its facility that insulates the chapel area from the noise.

Honey Bee has revised the project to include 47 parking stalls at the Boatyard Repair Site and 11 parking stalls at the Fuel Dock site.

On the Boatyard Repair Site Honey Bee had access to the water quality reports prepared by the previous tenant, Ala Wai Marine, Ltd. to determine the level of contaminants on the surface of the site. These water quality reports, which were submitted up to the time that Ala Wai Marine, Ltd. closed, showed that there were no contaminants being carried by stormwater from the surface of the Boatyard Repair Site into the Ala Wai Boat Harbor. Environmental regulations for the removal of any hazardous substances will be followed and a licensed company will be hired to remove these substances. Soil tests will be conducted on this property to determine if there are any contaminants in the soil and Honey Bee has budgeted for the removal if any such contaminants are found.

Thank you for your comments.

Sincerely,

A handwritten signature in black ink that reads "Keith M. Kiuchi". The signature is fluid and cursive, with the first letters of each name being capitalized and prominent.

Keith M. Kiuchi

Subj: **Waikiki Landing Project Comments**
Date: 5/21/2010 2:15:58 PM Hawaiian Standard Time
From: waikikilandingdeacomments@yahoo.com
To: kkiuchi106@cs.com
Received from Internet: [click here for more information](#)

Please reply to: Fran Hallonquist <hence4th@hawaii.rr.com>

----- Forwarded Message -----

From: Fran Hallonquist <hence4th@hawaii.rr.com>
To: waikikilandingDEAcomments@yahoo.com
Sent: Wed, May 19, 2010 2:22:03 PM
Subject: Waikiki Landing Project Comments

Dear Sirs:

We are recreational boaters at the Ala Wai Small Boat Harbor. We are in opposition to the Honey Bee USA, Inc.'s proposal to construct two wedding chapels at the Ala Wai.

1. The name of the harbor speaks for itself.."small boat". It is not a commercial harbor nor should it be due to the myriad of water activities occurring in the harbor such as surfers crossing the channel, paddlers, sail boats, kids in little laser boats, e tc.
2. Wedding chapels are a non-maritime commercial activity that would detract from the cultural use of the Ala Wai and take away much needed support for water activities as well as visiting sailboats from all over the world (such as with the Transpac races) who rely on the fuel dock and its laundry facility and store.
3. We need a marine dry dock facility and we need to keep the permanent fuel dock. A movable fueling system that somehow goes to boats to fuel them such as Honey Bee proposes has a greater likelihood of diesel spillage into the Ala Wai than with a permanent installation such as we now have. This would adversely affect the welfare of all who use the Ala Wai. Has there been an EPA analysis of the fueling proposal?

We understand the need of DLNR to raise more revenue...they can do this with what is right in front of them....lots of empty slips! Fill the slips...people wait for years to get in yet slips are empty.

Honey Bee is a for profit wedding company and has no place doing business in our beautiful Ala Wai. Let's begin to ask some hard questions of DLNR such as why are they - with whom we entrust our State lands- insisting on doing this? Why are the head of DLNR and the head of the Boating Division putting so much time and initiative to push this through when it is so counter to their obligation to maintain a small boat harbor that serves just that...boats...not weddings.

thank you,

Fran and Hal Hallonquist
1521 Punahou St. #1002
Honolulu, HI 96822
808-946-6007

KIUCHI, NAKAMOTO & TANAKA
ATTORNEYS AT LAW

AMERICAN SAVINGS BANK TOWER • 1001 BISHOP STREET, SUITE 1090
HONOLULU, HAWAII 96813 • (808) 521-7465 FAX: (808) 521-5873

July 14, 2010

Fran and Hal Hallonquist
1521 Punahou St., #1002
Honolulu, HI 96822

Dear Fran and Hal Hallonquist:

This responds, on behalf of Honey Bee USA, Inc., to your comments to the Draft Environmental Assessment dated May 21, 2010.

This project has presented several challenges to Honey Bee USA, Inc. The primary challenge was creating an attractive development with a "Hawaiian sense of place" while combining that with an industrial boat repair yard and fuel dock and producing the revenue that was needed to pay DOBOR the rent set forth in its RFP. Contrary to what has been said in two community meetings, that rent is not too high given the site's location in Waikiki and as important, DOBOR has recognized that in order to maximize the return on its lands that this site must become a viable commercial development and not just a boat repair facility and fuel dock. It is simply not fair that this site is underutilized at a time when the State of Hawai'i is in a budget crisis. The rent from this site goes into the DOBOR fund and without these funds there is not enough money in the state budget to repair harbors throughout the state.

Honey Bee has, in its draft environmental assessment, complied with the contents of an environmental assessment as set forth in §11-200-10 of the Hawaii Administrative Rules. That rule states that what is required, as it relates to a description of the project, is a "general description" of the action's technical, economic, social and environmental characteristics.

With the foregoing in mind, Honey Bee's response to your comments are as follows:

A wedding facility is the least intrusive use that provides the revenue that the state needs. A restaurant and nightclub, while providing the desired rent, would come with certain social ills, such as using the parking in the area and creating noise late into the night. By contrast the wedding facility will service an average of 6 - 8 weddings a day, the latest starting at 6:00 p.m. The average size of a wedding party is 12, meaning that an average of 84 people a day would come to the wedding facility, far less than the number that would be needed to make a nightclub and restaurant successful. The wedding business is also on the increase, reflected by the fact that the only increase in tourists from the far east to Hawaii in the last two years has been those coming to Hawaii for their wedding or their honeymoon. The revenue from the wedding services are needed to support operations, such as the boat repair facility and the fuel dock, that are not, in and of themselves, profitable.

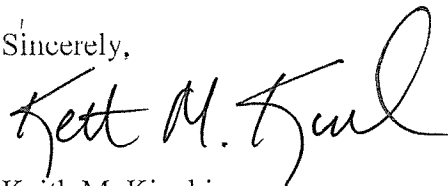
Honey Bee does not plan to lease any of its slips to commercial boats nor does Honey Bee want to discourage the present water activities in the harbor. To the contrary, Honey Bee has included facilities at the Fuel Dock that would encourage ocean recreation, such as the inclusion of kayak racks, surf racks and an outdoor shower, along with renovating the existing boat ramp.

The design of the Fuel Dock building has been revised to place the fuel tanks on the mauka side of the building, adjacent to where a fuel truck would be parked. The fuel tanks will be at least 1,000 gallons each and will no longer be mobile. The pad site for the fuel tanks can accommodate tanks of up to 2,000 gallons and Honey Bee will review fuel consumption information in determining the size of the tanks. That information has not been provided to DOBOR and thus is not available to Honey Bee at the present time.

Your comment regarding empty slips is best addressed by DOBOR. Honey Bee believes, as does DOBOR, that the revenue from this project is necessary to properly maintain all of the harbors throughout the State of Hawaii.

Thank you for your comments.

Sincerely,

A handwritten signature in black ink that reads "Keith M. Kiuchi". The signature is fluid and cursive, with the first name "Keith" being the most prominent.

Keith M. Kiuchi

Subj: **Fw: Waikiki Landing, Need for EIS**
 Date: 5/21/2010 2:17:20 PM Hawaiian Standard Time
 From: waikikilandingdeacomments@yahoo.com
 To: kkiuchi106@cs.com
 Received from Internet: [click here for more information](#)

Please reply to: Dwight Streamfellow <dstreamfellow@greensolutionshawaii.com>

----- Forwarded Message -----

From: Dwight Streamfellow <dstreamfellow@greensolutionshawaii.com>
To: "waikikilandingDEAcomments@yahoo.com" <waikikilandingDEAcomments@yahoo.com>
Sent: Wed, May 19, 2010 3:20:57 PM
Subject: Waikiki Landing, Need for EIS

Having reviewed the Draft EA for this project, I disagree with the finding of no Significant impact. The preparer's have not adequately evaluated the environmental and social impacts of this project. It was simply written to Green wash their project without true assessment of the impacts. The issue's that were not covered need to be address by an independent organization, that fully evaluates the potential harm of this project to the environment and the community.

- 1) The proposed use of a Wedding Chapels is in conflict with the stated purpose of the current and stated Land use, which is for marine use. The size of the proposed boat yard is too small to be viable economically (only room for 5 boats). It appears that it would not be allowed to interfere with the wedding chapels operations (smell, noise , dust) and in essence be non functional, They would not allow the boat repair activities to interfere with the Wedding chapel. Thus removing a rare essential service from the Harbor. Just like their consideration of a boutique Hotel would "not compatible with a haul out repair facility" nether is the wedding chapel. Where asa wedding chapels can be placed in many other locations. This would amount to a change in beneficial use.
- 2) In adequate assessment of the impact of proposed non-marine services, on the community: First they claim the great economic benefits of those service's and their demand for them. But then claim they won't impact congestion, parking, noise, etc. On the community. Without any roul analysis. Just saying it won't impact does not show true assessment. For These business to succeed , they must generate lot's of traffic.
- 3) The current boat repair site has decades of toxic materials use, that is going to be disturbed by reconstruction. The EA has not address the impacts, treatment, removal and transportation, of this material.
- 4) Although the adjacent water's are not considered pristine, they are very valuable Wetland habitat, and flood plain. The requirement of a National pollution discharge elimination system permit, demonstrates that this is a significant potential impact from the project that needs to be assessed. Just stating that they will get a permit, does not exempt them from evaluating the potential impacts at this stage of the process. For example the proposed swirl drain, does nothing for preventing the run off of spilled fuel, leaking oil's from vehicle, heavy metals from vehicle's brakes and clutches , pesticide's, etc.
- 5) The proposed project has already been rejected by the Local Waikiki Neighborhood Board. This demonstrates that it is not supported by the local community, that would be impacted by its development. This was not addressed in the EA.
- 6) In conclusion, This Draft EA is inadequate, and the finding of no significant impact is a fallacy. There should be a full Environmental Impact Study done that would allow the public to fully assess the impacts, possible benefits, mitigation options, and best use, of this PUBLIC Resource.
- 7) Dwight Streamfellow, Streamfellow@yahoo.com

KIUCHI, NAKAMOTO & TANAKA
ATTORNEYS AT LAW

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HONOLULU, HAWAII 96813 • (808) 521-7465 FAX: (808) 521-5873

VIA E-MAIL ONLY

July 14, 2010

Mr. Dwight Streamfellow
Streamfellow@yahoo.com

Dear Mr. Streamfellow:

This responds, on behalf of Honey Bee USA, Inc., to your comments to the Draft Environmental Assessment dated May 21, 2010.

This project has presented several challenges to Honey Bee USA, Inc. The primary challenge was creating an attractive development with a “Hawaiian sense of place” while combining that with an industrial boat repair yard and fuel dock and producing the revenue that was needed to pay DOBOR the rent set forth in its RFP. Contrary to what has been said in two community meetings, that rent is not too high given the site’s location in Waikiki and as important, DOBOR has recognized that in order to maximize the return on its lands that this site must become a viable commercial development and not just a boat repair facility and fuel dock. It is simply not fair that this site is underutilized at a time when the State of Hawai‘i is in a budget crisis. The rent from this site goes into the DOBOR fund and without these funds there is not enough money in the state budget to repair harbors throughout the state.

Honey Bee has, in its draft environmental assessment, complied with the contents of an environmental assessment as set forth in §11-200-10 of the Hawaii Administrative Rules. That rule states that what is required, as it relates to a description of the project, is a “general description” of the action’s technical, economic, social and environmental characteristics.

With the foregoing in mind, Honey Bee’s response to your comments are as follows:

A wedding facility is the least intrusive use that provides the revenue that the state needs. A restaurant and nightclub, while providing the desired rent, would come with certain social ills, such as using the parking in the area and creating noise late into the night. By contrast the wedding facility will service an average of 6 - 8 weddings a day, the latest starting at 6:00 p.m. The average size of a wedding party is 12, meaning that an average of 84 people a day would come to the wedding facility, far less than the number that would be needed to make a nightclub and restaurant successful. The wedding business is also on the increase, reflected by the fact that the only increase in tourists from the far east to Hawaii in the last two years has been those coming to Hawaii for their wedding or their honeymoon. The revenue from the wedding services are needed to support operations, such as the boat repair facility and the fuel dock, that are not, in and of themselves, profitable.

Letter of July 14, 2010

In response to concerns raised by the Ala Wai boating community, Honey Bee has revised its development proposal and has increased the size of the boat repair yard to 16,400 sq. ft. by building a concrete deck for the boats to be serviced. Parking for the commercial spaces will be below this deck and the boat repair yard will be atop this deck. Honey Bee's boat repair yard will accommodate 11-12 boats that are 46 ft. in hull length. The actual yard area (subtracting areas of the yard that are used to haul the boats out) is 11,875 sq. ft. By comparison the Ala Wai Marine yard was 13,225 sq. ft. in the yard area only and fit 13-14 boats. The wedding operator at the Boatyard Repair Site has been made fully aware of the noise and dust associated with a boat repair facility and has agreed that it will accept the same. The wedding operator has made design changes to its facility that insulates the chapel area from the noise.

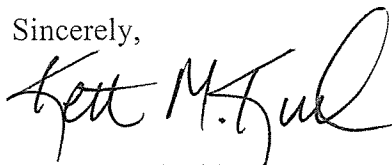
Honey Bee will rely on pedestrian traffic to the site. As stated in the "Waikiki Livable Community Project": "Ala Moana Boulevard is a major pedestrian route for visitors and residents walking between Waikiki and Ala Moana Shopping Center." Honey Bee thus relies on this pedestrian traffic as well the surrounding hotels and condominiums. The wedding operations are a key part of the project because of the low traffic nature of their operations.

On the Boatyard Repair Site Honey Bee had access to the water quality reports prepared by the previous tenant, Ala Wai Marine, Ltd. to determine the level of contaminants on the surface of the site. These water quality reports, which were submitted up to the time that Ala Wai Marine, Ltd. closed, showed that there were no contaminants being carried by stormwater from the surface of the Boatyard Repair Site into the Ala Wai Boat Harbor. Environmental regulations for the removal of any hazardous substances will be followed and a licensed company will be hired to remove these substances. Soil tests will be conducted on this property to determine if there are any contaminants in the soil and Honey Bee has budgeted for the removal if any such contaminants are found.

The adjacent Ala Wai Channel is not a wetlands habitat. An NPDES permit is required because any discharge into any waterway requires such a permit. As stated in the EA, the Boatyard Repair Site will not have a swirl drain but a sophisticated filtration system used by several boat repair facilities throughout the United States. The design of the site will funnel all spills into this filtration system at the Boatyard Repair Site.

Honey Bee respectfully disagrees with the Waikiki Neighborhood Board, which is an advisory board only. This project has support, including support from the adjoining property owner, the Hawaii Prince Hotel. Thank you for your comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Keith M. Kiuchi". The signature is fluid and cursive, with the first name being the most prominent.

Keith M. Kiuchi

Subj: **Fw: Comment**
Date: 5/21/2010 2:18:35 PM Hawaiian Standard Time
From: waikikilandingdeacomments@yahoo.com
To: kkiuchi106@cs.com
Received from Internet: [click here for more information](#)

Please reply to: Les Parsons <cascadesunrise@hotmail.com>

----- Forwarded Message -----

From: Les Parsons <cascadesunrise@hotmail.com>
To: waikikilandingdeacomments@yahoo.com
Sent: Wed, May 19, 2010 8:56:01 PM
Subject: Comment

Law offices of Kiuchi, Nakamoto, Tanaka
1001 Bishop St., ASB Tower, Suite 1090
Honolulu, HI 96813

Comment to "Applicant" re: Honey Bee USA Waikiki Landing development proposal

To whom it may concern:

I make no claim to be an expert or authority on environmental matters - and certainly not the minutiae of environmental law.

While construction of a pair of wedding chapels on the near-perimeter of a long-established boating (harbor) facility would not constitute an environmental catastrophe, it seems that common sense, or rational consideration would indicate there is more than a slight degree of incompatibility.

To be blunt: wedding chapels are neither needed or wanted here.

A truly competent and responsible state boating regulatory agency would never have approved such a nonsensical scheme as has been proffered by a foreign-owned developer such as Honey Bee. Nor would lease rent for these two parcels have been set at an obviously unrealistic and exorbitant rate.

Yes, I understand this proposal is not for establishment of some noxious facility such as a smelter - but the plan itself smells.

Other concerned citizens and boaters with keen insights, experiences and deeper knowledge will point to serious and "significant" matters not adequately addressed in the Waikiki Landing DEA, such as soils contamination; possible asbestos in at least one of the structures which would be demolished; adverse traffic impacts and a host of other issues which, to be charitable, seem to have been glossed over.

So too have these legitimate concerns been dealt with in similar dismissive manner at public presentations of these development plans - most recently to the Waikiki Neighborhood Board which voted to disapprove of this entire concept.

Boaters need a boatyard. Boaters need a fueling facility and other appropriate and even necessary services. Clearly this is not the interest, desire or mission of Honey Bee. In fact, boaters were not consulted at any time in the development stage of these proposed facilities.

I urge this agency to look closely at all aspects of this proposal. With your mandated focus on environmental matters and concerns, it seems obvious that a comprehensive Environmental Impact Statement is essential.

This corporation's claim of "no significant impact" is simply not to be believed. Significant adverse cultural impact and others, including economic, is a certainty.

Thank you for your consideration of my comments.

Les Parsons
Ala Wai Small Boat Harbor Tenant
1741 Ala Moana Blvd. #82
Honolulu, HI 96815

KIUCHI, NAKAMOTO & TANAKA
ATTORNEYS AT LAW

AMERICAN SAVINGS BANK TOWER • 1001 BISHOP STREET, SUITE 1090
HONOLULU, HAWAII 96813 • (808) 521-7465 FAX: (808) 521-5873

July 14, 2010

Mr. Les Parsons
1741 Ala Moana Blvd., #82
Honolulu, HI 96815

Dear Mr. Parsons:

This responds, on behalf of Honey Bee USA, Inc., to your comments to the Draft Environmental Assessment dated May 21, 2010.

This project has presented several challenges to Honey Bee USA, Inc. The primary challenge was creating an attractive development with a “Hawaiian sense of place” while combining that with an industrial boat repair yard and fuel dock and producing the revenue that was needed to pay DOBOR the rent set forth in its RFP. Contrary to what has been said in two community meetings, that rent is not too high given the site’s location in Waikiki and as important, DOBOR has recognized that in order to maximize the return on its lands that this site must become a viable commercial development and not just a boat repair facility and fuel dock. It is simply not fair that this site is underutilized at a time when the State of Hawai`i is in a budget crisis. The rent from this site goes into the DOBOR fund and without these funds there is not enough money in the state budget to repair harbors throughout the state.

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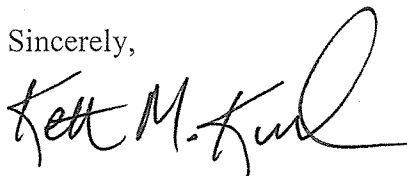
The lease rent requested by DOBOR is not unrealistic and exorbitant given this site's location in Waikiki. The state and the people of the state of Hawaii deserve to receive a fair return for its lands.

On the Boatyard Repair Site Honey Bee had access to the water quality reports prepared by the previous tenant, Ala Wai Marine, Ltd. to determine the level of contaminants on the surface of the site. These water quality reports, which were submitted up to the time that Ala Wai Marine, Ltd. closed, showed that there were no contaminants being carried by stormwater from the surface of the Boatyard Repair Site into the Ala Wai Boat Harbor. Environmental regulations for the removal of any hazardous substances will be followed and a licensed company will be hired to remove these substances. Soil tests will be conducted on this property to determine if there are any contaminants in the soil and Honey Bee has budgeted for the removal if any such contaminants are found.

Contrary to your statement, a presentation was made to the Ala Wai Boating community in March. As a result of comments made at this meeting Honey Bee has made changes in its development including increasing the size of the boat repair yard. Honey Bee has included a boat repair yard and a fueling facility in its development and intends to build these facilities, but to do so must have other tenants who will essentially subsidize the boating facilities.

Thank you for your comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Keith M. Kiuchi". The signature is fluid and cursive, with a large loop at the end.

Keith M. Kiuchi

SUBJECT: Comments on Waikiki Landing Draft Environmental Assessment (DEA) 19 May 2010

FROM: Mr. Gary O'Donnell, AIA, LEED AP, NCARB
PO Box 31041
Honolulu, HI 96820-1041

TO: ~~waikikilandingDEAcomments@yahoo.com~~ CONSULTANT: KIUCHI, NAKAMOTO, &
TANAKA, 1001 BISHOP STREET, SUITE 1090, HONOLULU, HI 96813, HEIPIA
I am submitting these comments as an individual boater at the Ala Wai Boat Harbor for 14 years and as a Hawai'i State resident. I am not representing any agency or organization. KIUCHI
521-7466

Ala Wai Boat Harbor represents public commitment to affordable recreational facilities in the State of Hawai'i (much like our public parks and golf courses). More importantly the Hawaiian Islands are the most geographically isolated islands in the world. Sailing and other boating activities should be broadly supported throughout the State, and be a part of the curriculum in our public schools. Unfortunately Hawai'i has less public boat slips and less live-a-boards than in some other states not located on any ocean.

The Waikiki Landing DEA initiated by a private company, Honey Bee, supports an encroachment on public property. This public property exists primarily due to the Hobron Trust as land for public use (much like Irwin Park). This alone raises this proposed action to the level of a significant action. The proposal in this DEA could set precedent for leasing this land to other activities not directly related to boating. Thus, further public involvement and further environmental analysis is warranted under the Environmental Impact Statement (EIS) process. This Environmental Assessment (EA) does NOT meet the criteria for a Finding Of No Significant Impact (FONSI).

The only relation proposed wedding chapels have to boating is they would indirectly provide another source of income for the State boat harbors. The State is not taking full advantage of its existing sources of income for public recreational boating. Existing slips are vacant. Live-a-boards should be increased to at least 30% of the slips, as was previously supported by former Senator Dennis O'Conner. Funding and manpower at the Department of Transportation (DOT) that currently supports Kewalo Basin and the slip at the Hilton Hawaiian Village should be re-allocated to the Department of Boating and Ocean Recreation (DOBOR). The DOT's mandate is to oversee transport of goods and people from one location to another. The slips at Kewalo Basin and the slip at Hilton Hawaiian Village do not transport goods or people from one location to another, and as such should be overseen by DOBOR. A broader environmental analysis under an EIS should look at these and other alternatives since funds for public boat harbors appear to be the primary motive for leasing land in Ala Wai Boat Harbor for chapels.

Land allocated for the public purpose of providing affordable recreational boating is limited. Encroachment on land allocated for the Ala Wai Small Recreational Boat Harbor is a significant impact, and therefore a FONSI is not appropriate. Wedding Chapels are NOT integrally an appropriate use of land next to Dry Docks and Fuel Docks. Dry Docks and Fuel Docks are an integral part of a boat harbor. Dry dock space at the Ala Wai had a wait time of several months, and more dry dock space was needed. This proposed action does not increase dry dock space, but reduces it.

This DEA does not look at alternative sites for these Wedding Chapels. Theoretically, why couldn't Honey Bee acquire other land for these Wedding Chapels? In order to have a successful Wedding Chapel business

for the Japanese visitor market there must be a hotel, or hotels, nearby that do not have Wedding Chapel space available. Here in lies the driving force behind this land use conflict and that is: the Prince and Ilikai Hotels were built on land with limited space and therefore other entrepreneurial businesses are naturally going to put pressure on the State of Hawai'i to encroach on leased land at Ala Wai Harbor to provide services that will compete with hotels like the neighboring Hilton Hawaiian Village that has enough land for these services.

Here is a novel idea to consider as an alternative: Why doesn't Honey Bee, or a competitor, create Wedding Chapels on a couple of boats moored at Kewalo Basin? Wedding visitors can be bused from the Prince and Ilikai Hotels to the boat Chapels at Kewalo Basin. The weddings would take place onboard at sea with Diamond Head and Waikiki in the background. What better memories and photo opportunities could there be than weddings with Waikiki and Diamond Head in the background? Certain times of day, like sunset, could bring in even more revenue. If as mentioned above, funds from Kewalo Basin were appropriately allocated to DOBOR, then the State would still gain revenue for boating from these services and avoid encroachment on the Ala Wai Small Recreational Boat Harbor.

Many Boaters at the Ala Wai Harbor, such as me, are asking our State Government Leaders to reject the encroachment in this DEA as an inappropriate precedent for use of land in the Ala Wai Harbor. We are asking that other means of raising revenue be considered such as those mentioned above that retain the limited use of land at the Ala Wai for affordable public recreational small boating and basic support activities directly associated with non-commercial recreational boating, such as adequate fuel and dry docks. Public spaces that provide affordable recreational activities in attractive places like Waikiki for residents of Hawai'i are few. We must continue to support these localities for both the present and future generations.

- END OF COMMENTS - Mr. Gary O'Donnell, AIA, LEED AP, NCARB

Gary O'Donnell
ORIGINAL SENT TO APPLICANT - HONEY BEE USA, INC.
COPY SENT TO APPROVING AGENCY DEPT OF TRANSPORTATION

KIUCHI, NAKAMOTO & TANAKA
ATTORNEYS AT LAW

AMERICAN SAVINGS BANK TOWER • 1001 BISHOP STREET, SUITE 1090
HONOLULU, HAWAII 96813 • (808) 521-7465 FAX: (808) 521-5873

July 14, 2010

Mr. Gary O'Donnell, AIA, LEED AP, NCARB
P.O. Box 31041
Honolulu, HI 96820-1041

Dear Mr. Parsons:

This responds, on behalf of Honey Bee USA, Inc., to your comments to the Draft Environmental Assessment dated May 21, 2010.

The subject property is not part of the land that has often been referred to as the "Hobron Trust land". This land was created by a December 20, 1956 deed from Ala Moana Properties, Limited to the Territory of Hawaii. The deed has been called the "Hobron Trust" deed because Ala Moana Properties, Ltd., one of the parties in the deed, emanated from the Hobron Trust. This deed conveyed Lot 23 and Lot 25, as shown on Map No. 4 of Land Court Consolidation No. 32, to the State of Hawaii and affected only these two lots. As important the restriction as to commercial activities on these lots is limited solely to the lots and "the marine area immediately makai of the said described 8-foot strip" and DOES NOT, as has been argued by many, apply to the entirety of the Ala Wai Boat Harbor. The properties that Honey Bee USA, Inc. intends to develop does NOT include Lots 23 and 25. If you would like copies of this trust deed and compare it to the properties that Honey Bee is leasing please let me know and I will provide you with the same. There is no limitation that this land must be used for boating purposes.

The Kewalo Basin is under the jurisdiction of DOBOR and has been subleased to a private entity for management. The slip at the Hilton Hawaiian Village is under the jurisdiction of the DLNR land division. DOT ceded jurisdiction for all small boat harbors, including Kewalo Basin, to DOBOR in 1992.

A wedding facility is the least intrusive use that provides the revenue that the state needs. A restaurant and nightclub, while providing the desired rent, would come with certain social ills, such as using the parking in the area and creating noise late into the night. By contrast the wedding facility will service an average of 6 - 8 weddings a day, the latest starting at 6:00 p.m. The average size of a wedding party is 12, meaning that an average of 84 people a day would come to the wedding facility, far less than the number that would be needed to make a nightclub and restaurant successful. The wedding business is also on the increase, reflected by the fact that the only increase in tourists from the far east to Hawaii in the last two years has been those coming to Hawaii for their wedding or their honeymoon. The revenue from the wedding services are needed to support operations, such as the boat repair facility and the fuel dock, that are not, in and of themselves, profitable.

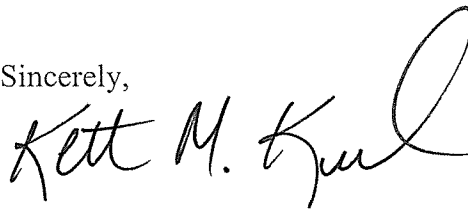
Page 2

Letter of July 14, 2010

While we appreciate your suggestion, it must be pointed out that Honey Bee is NOT a wedding operator but is a developer and as stated above, it views subleasing space to a wedding operator to be the least intrusive use of the property. Thus Honey Bee has no interest in any alternatives for a wedding operation as it is not in the wedding business. As pointed out in the EA, there have been previous commercial activities on the fast lands in the Ala Wai Boat Harbor. Honey Bee's proposed activities would serve to subsidize the construction of a boat repair facility that complies with all environmental regulations. This would not be possible if only a boat repair facility and fuel dock were constructed. Neither one of those operations has proven historically to be profitable.

Thank you for your comments.

Sincerely,

A handwritten signature in black ink, reading "Keith M. Kiuchi". The signature is written in a cursive style with a large, looping initial "K".

Keith M. Kiuchi

Subj: **Waikiki Landing by Honey Bee USA, Inc.**
Date: 5/21/2010 2:24:37 PM Hawaiian Standard Time
From: waikikilandingdeacomment@yaho.com
To: kkiuchi106@cs.com
Received from Internet: [click here for more information](#)

Please reply to: "chershouse@aol.com" <chershouse@aol.com>

----- Forwarded Message -----

From: "chershouse@aol.com" <chershouse@aol.com>
To: waikikilandingDEAcomments@yahoo.com
Cc: SPIRITOFALOHA2@msn.com
Sent: Fri, May 21, 2010 7:29:08 AM
Subject: Waikiki Landing by Honey Bee USA, Inc.

To Whom this may concern:

While I can understand the needs of the state of Hawaii to upgrade facilities in the Ala Wai Harbor; and while I can understand the temptation, in our current economic climate, to accomplish these upgrades without using state funds, I believe a more comprehensive EIS should be required and the following issues addressed in depth.

- 1) The consequences of irrevocably committing the land and submerged lands in the harbor to non maritime commercial use. What will the real effects be to the environment and what president will the State of Hawaii be setting for future such developments.
- 2) How is this development consistent with or contrary to the state's environmental policies and long term environmental goals.
- 3) What might the adverse affects on the environment be from the recreational boater's point of view and the from the local resident's point of view.

What is clear to me is that neither Honey Bee USA, Inc. nor their agent Keith Kiuchi Esq. of Kiuchi, Nakamoto, and Tanaka, have ever been a part of the recreational boating community and have never lived in area in question. The DEA that they have presented is well prepared and appears on the surface to be comprehensive. However, it is prepared by persons who are not a part of our greater Ala Wai Community and who do not understand the problems we face every day with increased traffic and increased noise. Wedding chapels can be very lucrative, however, only when business is very active. Many supplementary services are required for wedding services .. gown and tuxedo rental, florist, food and beverage service, bakery service, and limousine service to name a few. Each of these services will require transportation to and from somewhere which ... contrary to the DEA will increase traffic significantly and cause further congestion.

As a resident of the greater Ala Wai community I ask that you take a closer look before condemning the Ala Wai Harbor to what may amount to a travesty of one of Hawaii's most precious natural resources.

Sincerely,

Cheryl Van Law
Ilikai #1202

KIUCHI, NAKAMOTO & TANAKA
ATTORNEYS AT LAW

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HONOLULU, HAWAII 96813 • (808) 521-7465 FAX: (808) 521-5873

VIA E-MAIL ONLY

July 14, 2010

Ms. Cheryl Van Law
chershouse@aol.com

Dear Ms. Van Law:

This responds, on behalf of Honey Bee USA, Inc., to your comments to the Draft Environmental Assessment dated May 21, 2010.

This project has presented several challenges to Honey Bee USA, Inc. The primary challenge was creating an attractive development with a “Hawaiian sense of place” while combining that with an industrial boat repair yard and fuel dock and producing the revenue that was needed to pay DOBOR the rent set forth in its RFP. Contrary to what has been said in two community meetings, that rent is not too high given the site’s location in Waikiki and as important, DOBOR has recognized that in order to maximize the return on its lands that this site must become a viable commercial development and not just a boat repair facility and fuel dock. It is simply not fair that this site is underutilized at a time when the State of Hawai’i is in a budget crisis. The rent from this site goes into the DOBOR fund and without these funds there is not enough money in the state budget to repair harbors throughout the state.

Honey Bee has, in its draft environmental assessment, complied with the contents of an environmental assessment as set forth in §11-200-10 of the Hawaii Administrative Rules. That rule states that what is required, as it relates to a description of the project, is a “general description” of the action’s technical, economic, social and environmental characteristics.

With the foregoing in mind, Honey Bee’s response to your comments are as follows:

A wedding facility is the least intrusive use that provides the revenue that the state needs. A restaurant and nightclub, while providing the desired rent, would come with certain social ills, such as using the parking in the area and creating noise late into the night. By contrast the wedding facility will service an average of 6 - 8 weddings a day, the latest starting at 6:00 p.m. The average size of a wedding party is 12, meaning that an average of 84 people a day would come to the wedding facility, far less than the number that would be needed to make a nightclub and restaurant successful. The wedding business is also on the increase, reflected by the fact that the only increase in tourists from the far east to Hawaii in the last two years has been those coming to Hawaii for their wedding or their honeymoon. The revenue from the wedding services are needed to support operations, such as the boat repair facility and the fuel dock, that are not, in and of themselves, profitable.

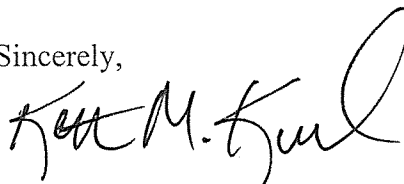
In response to concerns raised by the Ala Wai boating community, Honey Bee has revised its development proposal and has increased the size of the boat repair yard to 16,400 sq. ft. by building a concrete deck for the boats to be serviced. Parking for the commercial spaces will be below this deck and the boat repair yard will be atop this deck. Honey Bee's boat repair yard will accommodate 11-12 boats that are 46 ft. in hull length. The actual yard area (subtracting areas of the yard that are used to haul the boats out) is 11,875 sq. ft. By comparison the Ala Wai Marine yard was 13,225 sq. ft. in the yard area only and fit 13-14 boats. The wedding operator at the Boatyard Repair Site has been made fully aware of the noise and dust associated with a boat repair facility and has agreed that it will accept the same. The wedding operator has made design changes to its facility that insulates the chapel area from the noise.

You are correct that wedding services require support services. Most of these support services will be available in the project. This includes: restaurants which will service the wedding party, a bakery tenant at the Boatyard Repair Site and a salon located at the Boatyard Repair Site. Given the limited number of people in the wedding party and the fact that most of the services are on site, Honey Bee believes that the traffic will not be significant, especially given that the wedding party will travel to the site by limousine and taxi. To further reduce traffic, Honey Bee has already been discussing arrangements with two nearby hotels, the Hawaii Prince Hotel and the Ilikai Hotel, to provide rooms for the wedding parties.

Honey Bee has detailed in its EA the anticipated effect of the project on the environment. The project is located in an urban setting and thus the impact on the environment is viewed considering its city location.

Thank you for your comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Keith M. Kiuchi". The signature is fluid and cursive, with a large, sweeping loop at the end.

Keith M. Kiuchi

Subj: **Fw: Waikiki Landing by Honey Bee**
Date: 5/21/2010 2:38:05 PM Hawaiian Standard Time
From: waikikilandingdeacomment@yaho.com
To: kkiuchi106@cs.com
Received from Internet: [click here for more information](#)

Please reply to: "CindyJacobson@aol.com" <CindyJacobson@aol.com>

----- Forwarded Message -----

From: "CindyJacobson@aol.com" <CindyJacobson@aol.com>
To: waikikilandingDEacomment@yaho.com
Sent: Fri, May 21, 2010 12:10:42 PM
Subject: Waikiiki Landing by Honey Bee

Dear Sirs,

I attended one Waikiki Neighborhood board meeting that Honey Bee was scheduled to give their presentation, they no showed the meeting. Since that time I have left Oahu for vacation. However, I am very familiar with the Ala Wai Small Boat harbor and would like to give my comments "against this operation".

1. It is my understanding that the only approved businesses and operations permitted in the Ala Wai Small Boat harbor have to be related to recreational or boater use.

"A wedding chapel does not fit the definition of either of these uses".

2. Every hotel and even some restaurants have provisions for weddings, and quite frankly are far better suited to produce an activity of this type. They possess in place catering facilities, parking and general attractive surroundings for the guests and attendees. I believe this type of activity will not ever be a self-sustaining business, there are just too many facilities of this type already in operation. The "wedding pie" is one size, if you divide it up into too many pieces no one will make money. These new chapels will not create any new business, they will only transfer the money from one pocket to another, with no net revenue gain.

3. Having access to the Chapel off Ala Moana Blvd will be a nightmare. There is no doubt the wedding limos and other vehicles delivering wedding participants will stop on Ala Moana to let guests off, so they can enter the chapel without having to go through a boat repair facility on the ground level and then go up stairs to the chapel. This already occurs on the road around Diamond Head where people use a couple of the ocean parks to have weddings, and there is no parking or pull overs, and the traffic here is nothing compared to Ala Moana.

4. This whole plan seems to be only a ruse to violate the established type of business in the Ala Wai boat harbor which have previously been for the benefit of recreational and boat users. This is nothing but a trick to get the limitations of the types of businesses allowed to be changed. Once the crack in the door is established it will be a free for all.

5. There is no business plan that proves this will be a viable type of business. The whole thing is a joke to me. What bride is going to take her vows with some guy down below repairing his boat, or a bunch of partying boaters getting fuel.

Please rethink this whole thing, and require an EIS and a business plan

that shows some numbers that assure that the lease you require will generate the money you think it will require.

Sincerely,

Cindy Jacobson
Ilikai Condominium owner

</HTML>

KIUCHI, NAKAMOTO & TANAKA
ATTORNEYS AT LAW

AMERICAN SAVINGS BANK TOWER • 1001 BISHOP STREET, SUITE 1090
HONOLULU, HAWAII 96813 • (808) 521-7465 FAX: (808) 521-5873

VIA E-MAIL ONLY

July 14, 2010

Ms. Cindy Jacobson
chershouse@aol.com

Dear Ms. Jacobson:

This responds, on behalf of Honey Bee USA, Inc., to your comments to the Draft Environmental Assessment dated May 21, 2010.

This project has presented several challenges to Honey Bee USA, Inc. The primary challenge was creating an attractive development with a “Hawaiian sense of place” while combining that with an industrial boat repair yard and fuel dock and producing the revenue that was needed to pay DOBOR the rent set forth in its RFP. Contrary to what has been said in two community meetings, that rent is not too high given the site’s location in Waikiki and as important, DOBOR has recognized that in order to maximize the return on its lands that this site must become a viable commercial development and not just a boat repair facility and fuel dock. It is simply not fair that this site is underutilized at a time when the State of Hawai`i is in a budget crisis. The rent from this site goes into the DOBOR fund and without these funds there is not enough money in the state budget to repair harbors throughout the state.

Honey Bee has, in its draft environmental assessment, complied with the contents of an environmental assessment as set forth in §11-200-10 of the Hawaii Administrative Rules. That rule states that what is required, as it relates to a description of the project, is a “general description” of the action’s technical, economic, social and environmental characteristics.

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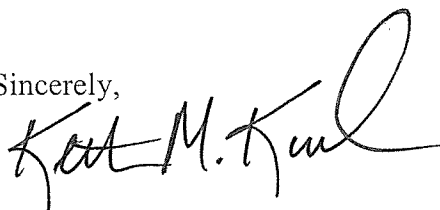
In response to concerns raised by the Ala Wai boating community, Honey Bee has revised its development proposal and has increased the size of the boat repair yard to 16,400 sq. ft. by building a concrete deck for the boats to be serviced. Parking for the commercial spaces will be below this deck and the boat repair yard will be atop this deck. Honey Bee's boat repair yard will accommodate 11-12 boats that are 46 ft. in hull length. The actual yard area (subtracting areas of the yard that are used to haul the boats out) is 11,875 sq. ft. By comparison the Ala Wai Marine yard was 13,225 sq. ft. in the yard area only and fit 13-14 boats. The wedding operator at the Boatyard Repair Site has been made fully aware of the noise and dust associated with a boat repair facility and has agreed that it will accept the same. The wedding operator has made design changes to its facility that insulates the chapel area from the noise.

There is no limitation on the use of this land other than the City Land Use Ordinance. There is certainly no deed restriction or law that restricts the use to recreational or boater use. The type of business that the wedding operators run does not lend itself to a wedding in a hotel. Their customers specifically look for a wedding in a "chapel". As stated above, both of the wedding operators are experienced. One operator would move its present operation, which uses several different churches, to the Ala Wai. The other, which presently operates at Sea Life Park, intends to increase its customer base to include couples from South Korea and China. In short, both companies would create new business or replace their existing business which goes to other locations. The entries to both facilities do not go through the boat repair yard.

Both wedding companies, especially the company with its facility adjacent to the boat repair facility, are fully aware of the other uses that MUS'I exist on this site, that is a boat repair facility and the fueling facility. Measures have been taken by both to insulate their chapel area from the surrounding noise. Honey Bee has prepared a comprehensive business plan in its RFP, which included its pro forma calculations. Honey Bee will not make the pro forma calculations public because it is proprietary, but encourages public review of its RFP.

Thank you for your comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Keith M. Kiuchi". The signature is fluid and cursive, with a large loop at the end of the last name.

Keith M. Kiuchi

Subj: **Waikiki Landing DEA comments**
Date: 5/21/2010 2:36:23 PM Hawaiian Standard Time
From: waikikilandingdeacomment@yahoo.com
To: kkiuchi106@cs.com
Received from Internet: [click here for more information](#)

Please reply to: BILL Kruse <billfkr@webtv.net>

----- Forwarded Message -----

From: BILL Kruse <billfkr@webtv.net>
To: waikikilandingDEAcomments@yahoo.com
Sent: Fri, May 21, 2010 10:08:23 AM
Subject: Ala Wai Harbor

Aloha,

I have a boat in the harbor and have lived here for 40 years and done a bit of sailing.

In the 17th century the philosopher Voltaire said "Common sense is not common anymore."

Today in the land of ALOHA where Polynesians sailed, several centuries ago.... what has happen to the facilities for sailing people in Hawaii?????

Now, HoneyBee wants to provide provide facilities for weddings. We have hundreds of churches and other people conducting these services in the Islands.

I have sailed the Pacific, California, Mexico, Tahiti, Fiji and New Zealand. Also spent time in Europe from Portugal to Turkey. ALL harbors had boat yard facilities.

Here in the ALA WAI we do not need wedding chapels, bars, more restaurants and souvenir shops. ENOUGH ALREADY!!!

The ALA WAI just needs dry dock and fuel dock. Keep it simple!!!.

Sailing and Boating ARE great connections with NATURE !!!

Thank you.

ALOHA,
Bill KRUSE

KIUCHI, NAKAMOTO & TANAKA
ATTORNEYS AT LAW

AMERICAN SAVINGS BANK TOWER • 1001 BISHOP STREET, SUITE 1090
HONOLULU, HAWAII 96813 • (808) 521-7465 FAX: (808) 521-5873

VIA E-MAIL ONLY

July 14, 2010

Mr. Bill Kruse
billfkr@webtiv.net

Dear Mr. Kruse:

This responds, on behalf of Honey Bee USA, Inc., to your comments to the Draft Environmental Assessment dated May 21, 2010.

This project has presented several challenges to Honey Bee USA, Inc. The primary challenge was creating an attractive development with a “Hawaiian sense of place” while combining that with an industrial boat repair yard and fuel dock and producing the revenue that was needed to pay DOBOR the rent set forth in its RFP. Contrary to what has been said in two community meetings, that rent is not too high given the site’s location in Waikiki and as important, DOBOR has recognized that in order to maximize the return on its lands that this site must become a viable commercial development and not just a boat repair facility and fuel dock. It is simply not fair that this site is underutilized at a time when the State of Hawai`i is in a budget crisis. The rent from this site goes into the DOBOR fund and without these funds there is not enough money in the state budget to repair harbors throughout the state.

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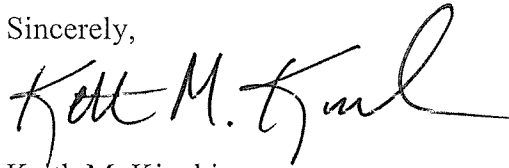
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In response to concerns raised by the Ala Wai boating community, Honey Bee has revised its development proposal and has increased the size of the boat repair yard to 16,400 sq. ft. by building a concrete deck for the boats to be serviced. Parking for the commercial spaces will be below this deck and the boat repair yard will be atop this deck. Honey Bee's boat repair yard will accommodate 11-12 boats that are 46 ft. in hull length. The actual yard area (subtracting areas of the yard that are used to haul the boats out) is 11,875 sq. ft. By comparison the Ala Wai Marine yard was 13,225 sq. ft. in the yard area only and fit 13-14 boats. The wedding operator at the Boatyard Repair Site has been made fully aware of the noise and dust associated with a boat repair facility and has agreed that it will accept the same. The wedding operator has made design changes to its facility that insulates the chapel area from the noise.

I should also note that in the latest Oahu Retail Market report, which is dated Mid Year 2010, the vacancy rate in the Waikiki market for retail space was only 2.18%. There is a market for additional space in the Waikiki area.

Thank you for your comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Keith M. Kiuchi". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Keith M. Kiuchi

5/21/2010

To Whom It May Concern,

We are boaters and ocean users at the Ala Wai boat harbor and adjacent beaches/waterways, and we are very concerned. What concerns us the most is the significant environmental impact that developing this area will bring to our precious waterways, submerged lands, residents and visitors alike, in terms of toxins, pollution, and disturbed geography. We feel a full EIS is desperately needed for the below reasons.

When one considers that the buildings at the boatyard site and the fuel dock site have been in existence for more than 50 years, one thinks of asbestos, lead in the paint, copper and other heavy metals in the ground, and fossil fuel byproducts in the soil and buildings. A full and complete Environmental Impact Statement (EIS) on both parcels of land is extremely important to protect our state waterways, submerged lands, beach goers, swimmers, sailors, and visitors/customers who will eventually use these commercial sites.

Below are listed a few of the concerns summarized by fellow-boater Dave Cooper that we think necessitate a full assessment and subsequent EIS on these lands prior to any development.

1 Boatyard site (also known as the Boatyard building & Canoe House site)

a. The boatyard site has been used as a boatyard for more than 50 years. During this time boats have been scraped of bottom fouling and paints containing lead in the old days and more recently copper and tin. These heavy metals have been washed into the soils of the entire boatyard. The area used over the years comprised over 90% of the land proposed to be used this project

b. Honey Bee USA claims that no grading will be required yet the current site has the old railways and ties embed in it, the utility lines that run to the building including sewer, electrical, water and air which will all need to be dug up and removed. Then the site must be graded to slope such that runoff water will flow to the collection system. This will disturb the contaminated soil on the whole site which will need to be properly contained, both airborne and runoff, and disposed of. {DEA page 10 top of the page "...the property will be graded but very little excavation of the soil on the base level of the property is anticipated." Yet on page 23 2nd para it states "pile driving.....grading and earth moving", which is it?}

c. The demolition of the existing building is to be done with a hydraulic crusher. Yet no tests for potential asbestos, petroleum

products, lead paints, varnish, oils and other contaminants routine used and stored in a typical boatyard storage building has been outlined in the DEA. *{DEA pg 23 para B "...a dust fabric barrier will be erected..." How does this address all of the contaminants?}*

d. They propose to use "spread footings" foundations for a 3 story building on filled land that has not been load tested. The main building is sited across and old seawall and two sets of rails. Again this will call for substantial excavation of the contaminated soils. *{DEA report pg 10 middle of page Footings for this building will most likely be a spread footing." DEA report page 14 para 2 "at least two-thirds of the Boatyard Repair Site is also filled land..... Light brown silty sand with coral fragments."}*

e. There is evidence of more than one UST's still on the site yet no mention of them in the DEA. *{DEA pg 6 bottom of page "There are no known Underground Storage Tanks (UST's) on the site". In fact there is at least one with a fill bung and possibly more.}*

f. There was cesspool on the site when the building was constructed in 1955 which was there before the sewer connection was there. *{No mention of it in the DEA.}*

g. The seawall, built before 1948 according to the Corp of Engineers survey mark, is in disrepair in many sections and will need to be repaired. It was not designed/constructed for the load of a multi-story building. *{Finding anything other than a single mention of this dock project is impossible in this DEA. This reconstruction alone should require an EIS to make sure that the impact on the seabed and runoff is properly contained.}*

h. The correct condemned wooden dock on the EWA side is to be replaced according to the DEA. This will require removing the over water structure that is there, driving new pilings and the construction of a new dock. *{There is no mention of what impact that this part of the project might have to the seabed/submerged lands in their DEA.}*

i. The new boatyard which is to have a sloping surface to drain into a state of the art waste water treatment system will certainly have to be dug into to removed current concrete foundations /footing to "grade" & install such a system/device again releasing contaminants in the soil. *{DEA pg 14 para 4 a re-grading of the site....." No mention of the excavation required.}*

j. The area where the wedding chapel sits appears to have some underground structures. That the site plan shows the build spanning. There are two access plates there and a subsurface concrete beam. *{No mention of these or what may lie beneath them in the DEA.}*

2 Fuel Dock site (also known as the Diamond Vista site)

a. This site has been in use as fueling site for over 50 years. It's different than an old gas station with underground tanks and all that entail to allow the site to be re-developed. The developer includes a copy of a report from BEI which made no tests on this site. *{Exhibit U from BEI done in 2003 and released in 2004}*

b. There were 7 UST's which were removed however there were never soil samples taken when they removed and as far as can be determined by BEI none up to 2004. It would be reasonable to assume that the reason the tanks were removed was that one or more of them were leaking. It is therefore reasonable to assume that soil samples should be taken before demolition begins to better understand the scope of the task. DEA mentions little of this or glosses over issues. *{DEA page 7 para b. Refers to the BEI report Exhibit U pg 11 which makes no statement that the tanks were not leaking nor were any soil samples taken}*

c. There is mention of a cesspool on the site but no definitive statement as to status other than it is not in us. The DEA makes no mention of a plan to address this. *{DEA page 7 para b refers to the BEI report Exhibit U page 17 re the cesspool. The BEI report makes such claim that it was filled in}*

d. The proposal states that this site will not be graded, however it currently has a crown profile and slopes generally from the mole Ewa to the sea. In order to put a building of 55' plus a tower you need substantial secure footings which will require you to dig into the contaminated soil. No mention of this excavation or the disposal of the petroleum contaminated soil in the DEA. *{DEA page 10 Para b refers to "Minimal grading.....to excavate the site." This is cannot be true given the current observable condition of the site, ref Para 2 d, e, f & g below}.*

e. The present underground utilities must be excavated from this soil.

f. There is a blowhole on the site which begs the question, what is under the current asphalt cap? *{Nothing in the DEA.}*

- g. The site's fill and rip-rap has been eroded by the sea as the seawall needs replacement in many places. This will require the site to be opened and the base material to be replaced. *{No mention in their DEA.}*

- h. The 10' wide concrete perimeter apron that runs on 3 sides of the property is in poor shape with concrete and rebar falling to the seabed. It will need 100% replacement before building construction. *{No mention of this and or its effects on the seabed/submerged lands.}*

- i. The existing two 2000 gal fuel tanks are to be removed along with the concrete containment building, pipes and other fueling equipment. No mention of a plan to mitigate this demolition even to it is mere inches from the sea. *{DEA page 10 para b "The existing aboveground storage tanks will be removed...."}*

- j. We also note that 16 boat slips will be part of the project yet no mention of the impact on the seabed/submerged lands in the DEA. *{DEA pg 4 top of page Honey Bee will lease 16 newly renovated boat slips.....facility".}*

In summary, we are having a very hard time understanding why a full and comprehensive assessment of the above water lands and the submerged lands will not be done and thereby generate a full EIS. Such an assessment will surely uncover answers and data to the above issues and probably will elucidate other issues affecting the lands, people and waterways at the Ala Wai small boat harbor and adjacent beaches and canal.

Thank you for your time and consideration in these matters of grave importance.

William Marshall
Betty Marshall
PO Box 88987
Honolulu, HI 96830
808-955-1830

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July 14, 2010

Mr. William Marshall
Ms. Betty Marshall
P.O. Box 88987
Honolulu, HI 96830

Dear Mr. Marshall and Ms. Marshall:

This responds, on behalf of Honey Bee USA, Inc., to your comments to the Draft Environmental Assessment dated May 21, 2010.

This project has presented several challenges to Honey Bee USA, Inc. The primary challenge was creating an attractive development with a “Hawaiian sense of place” while combining that with an industrial boat repair yard and fuel dock and producing the revenue that was needed to pay DOBOR the rent set forth in its RFP. Contrary to what has been said in two community meetings, that rent is not too high given the site’s location in Waikiki and as important, DOBOR has recognized that in order to maximize the return on its lands that this site must become a viable commercial development and not just a boat repair facility and fuel dock. It is simply not fair that this site is underutilized at a time when the State of Hawai`i is in a budget crisis. The rent from this site goes into the DOBOR fund and without these funds there is not enough money in the state budget to repair harbors throughout the state.

Honey Bee has, in its draft environmental assessment, complied with the contents of an environmental assessment as set forth in §11-200-10 of the Hawaii Administrative Rules. That rule states that what is required, as it relates to a description of the project, is a “general description” of the action’s technical, economic, social and environmental characteristics.

With the foregoing in mind, Honey Bee’s response to your comments are as follows:

A wedding facility is the least intrusive use that provides the revenue that the state needs. A restaurant and nightclub, while providing the desired rent, would come with certain social ills, such as using the parking in the area and creating noise late into the night. By contrast the wedding facility will service an average of 6 - 8 weddings a day, the latest starting at 6:00 p.m. The average size of a wedding party is 12, meaning that an average of 84 people a day would come to the wedding facility, far less than the number that would be needed to make a nightclub and restaurant successful. The wedding business is also on the increase, reflected by the fact that the only increase in tourists from the far east to Hawaii in the last two years has been those coming to Hawaii for their wedding or their honeymoon. The revenue from the wedding services are needed to support operations, such as the boat repair facility and the fuel dock, that are not, in and of themselves, profitable.

On the Boatyard Repair Site Honey Bee had access to the water quality reports prepared by the previous tenant, Ala Wai Marine, Ltd. to determine the level of contaminants on the surface of the site. These water quality reports, which were submitted up to the time that Ala Wai Marine, Ltd. closed, showed that there were no contaminants being carried by stormwater from the surface of the Boatyard Repair Site into the Ala Wai Boat Harbor. Environmental regulations for the removal of any hazardous substances will be followed and a licensed company will be hired to remove these substances. Soil tests will be conducted on this property to determine if there are any contaminants in the soil and Honey Bee has budgeted for the removal if any such contaminants are found.

There will be minimal grading, but as stated in the EA a grading permit will be obtained, and a concrete pad will be poured for the new buildings. As stated above, there is no evidence, based upon these water quality studies, that there are no contaminants on the surface of the property and any other contaminants found will be removed under the applicable environmental regulations. Earth moving will only be required, as stated in the EA, to move some dirt near a retaining wall that will be constructed on the Boatyard Repair Site. There may be pile driving for the wedding facility, which will depend on the actual construction of this building (which will only require concrete piles if the construction is reinforced concrete) and for the concrete deck for the boatyard. The contaminants you discuss are not airborne in nature, except for asbestos, which can be appropriately contained.

Soil tests will be conducted prior to any construction or demolition. The Boatyard Building is of wood and heavy timber construction and is located on a portion of the property which is not fill land.

The Dept. of Health has no records of any USTs on the Boatyard Repair Site. An Underground Storage Tank is typically a fuel tank.

There is no record on file with any governmental agency showing that the Boatyard Repair Site ever had a cesspool.

Honey Bee has reviewed a 2000 Engineering Report on the Fuel Dock, which included an assessment of the concrete apron and the underwater areas surrounding the Fuel Dock. The work to be done will be as recommended in that report and will not result in any impact on the seabed.

The wooden dock on the Ewa side of the Boatyard Repair Site is cantilevered over a concrete lip that is above the water. The wooden dock will be removed and reinforced from this concrete lip. No driving of new pilings will be required.

The revised plan for the boatyard places the boatyard on a deck above the property. The only current concrete foundations that will be removed are the pad site of the existing buildings but again, only minimal grading is needed.

There is no record of any underground structures on the Boatyard Repair Site. We would welcome any information that you have on such structures.

The 2004 BEI Phase I Environmental Assessment specifically states that all underground storage tanks have been removed. Your assumption that the tanks were leaking is not correct given that the BEI report shows no such leaks being reported. Soil samples will be taken at the Fuel Dock Site, as they will with the Boatyard Repair Site. While BEI did not test the soil on the site (which Honey Bee will) the report notes that such a report was not required by the Dept. of Health. The 2004 BEI Phase I Environmental Assessment notes that a cesspool was not found on the Fuel Dock property despite reports that one existed.

The height of the majority of the building will be 25 feet, not 55 feet. The tower is atop the 25 feet but that tower has been reduced to a single story. Very little excavation will be done but if any contaminants are found in the soil after testing, as noted above, they will be removed in accordance with the law.

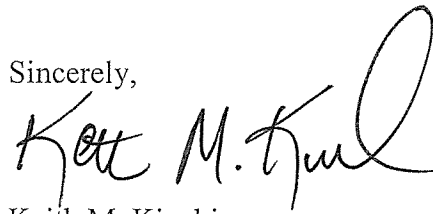
We are aware of a "sink hole" at the Fuel Dock. It has been examined and the opinion is that it is caused by a potential leak space in the rock wall surrounding the Fuel Dock. This can be repaired. As mentioned above, Honey Bee has reviewed the 2000 Engineering Report, will supplement that with an updated report and will make the necessary repairs, including repairing the concrete apron surrounding the site.

There is no concrete containment building for the fuel tanks. Removal of these above ground tanks will be in accordance with all environmental regulations.

If floating docks are constructed for the Fuel Dock piles will have to be driven into the water which can only be approved by the Army Corps of Engineers pursuant to a separate permit. It is likely that this work will be done later in the project as such approval to drive in these pilings could take as long as a year.

Thank you for your comments.

Sincerely,

A handwritten signature in black ink that reads "Keith M. Kiuchi". The signature is written in a cursive style with a large, looping initial "K".

Keith M. Kiuchi

Subj: **Fw: Concerns @ the Waikiki Landing proposals**
Date: 5/21/2010 2:14:33 PM Hawaiian Standard Time
From: waikikilandingdeacomments@yahoo.com
To: kkiuchi106@cs.com
Received from Internet: [click here for more information](#)

Please reply to: sunnyc8 <sunnyc8@gmail.com>

----- Forwarded Message -----

From: sunnyc8 <sunnyc8@gmail.com>
To: waikikilandingDEAcomments@yahoo.com
Cc: HYC Commodore Sterling Lau <lausterling@hotmail.com>
Sent: Wed, May 19, 2010 10:00:03 AM
Subject: Concerns @ the Waikiki Landing proposals

Due prior to noon--May 21st:

Please take in to consideration and add my comments to your agenda and review:

I am a concerned 32 year Hawaii resident, home and boat owner, and Ala Wai Boat Harbor slip renter. Please review and present to all parties, my concerns and comments about the proposed Waikiki Landing.

The Approving Agency must comply legally, and with concern for all involved not just a few parties that will benefit--I know there is some law about this as well:

Giving a FONSI, a Finding Of No Significant Impact---Makes no sense at all, and I believe would be illegal as it is not true! Honey Bee's proposals concern me in many ways--If you push this through, I intend to work diligently to expose this cheat!

Both sites MUST require an extensive EIS to be generated, and this accompanied with the permitting process will delay any progress on this project for the foreseeable future--and I and many others will work diligently to see that this occurs! Since it is the RIGHT and LEGAL THING TO DO!

1) The Boatyard has been a boatyard for many years •records indicate the early 50's •The site will contain contaminants, aka heavy metals, from years of runoff from boat repair & maintenance operations into the soil. **I have seen what has been dumped in the ground around that tree with my own eyes, by the previous tenant alone, who if I have been informed correctly, is involved with the Honey Bee group as well**•The site contains

several abandoned marine railways that need to be removed that are above and below the current grade –Footings for the new construction will need to be dug to a depth that will expose the contaminated soil and disperse it –The seawall needs repairs submerged lands –The dock on the canal side needs to be removed and rebuilt –The ways for the travel lift need to be rebuilt/repared –The age and use of these buildings would indicate that asbestos, lead paint and other heavy metals may be present in tile, the workshop and other areas

2) How is telling us the Fuel Dock site will have a 2 story building, yet the proposal states it will be 3 stories with a 75 ft tower above this qualify as a two story building-- a truthful representation ?

3) The added commercialization of the harbor will impact the already congested parking, and put a tremendous impact on the harbor bathrooms, which are already disgusting. The State is not doing its job to keep these bathrooms clean and healthy, for the boaters and tourists that already come to the harbor. How is chaining up one door any help? I want to see these bathrooms kept clean and healthy, proving that the state is capable of this before adding these two new wedding structures, and the impact they will bring to the harbor community.

4) I needed a Boatyard recently, and had little option, but to be towed along our coastline to another facility! This is not smart for the state at all---You expose the state to further damage by "in trouble" boats not being able to make it to OTHER FACILITIES---sinking or smashing ashore at Ala Moana Beach Park, or washing ashore in Waikiki! **Why are you not supporting the Small Boat recreational users in the Ala Wai ? We need a boat yard facility near us in this harbor, as it has been for many many years. What is the original intent of the land grantor ?**

5) The boatyard proposed working space is too small and inadequate! •No indication of a welding shop, machine shop, workshop, chandlery, workers washrooms in the plans •The current canal face dock to be rebuilt...is this a boatyard work dock? **I know the Prince ownership and Board are concerned about the "LOOK" of the boatyard--but this is a STATE REcreational use HARBOR--- !! SUPPORT THE BOATERS in this recreational Harbor!!**

6) Site demolition, preparation and construction issues –The Fuel dock has been in operation for many years, perhaps 1962. –HB's DEA makes **NO REFERENCE** to HB taking soil samples on this site •The site originally had 7 UST's which were removed but no soil samples were reportedly taken at that time –The marina elders recall they were removed as there were fuel/oil leaks •**The site had a cesspool and no record seems to exist of it's**

disposition according to BEI's Jan 2004 report –The age of the existing building indicates it may contain asbestos according to BEI's •BEI took no samples for it's 2004 report –The site is built on large stone rubble as it was this Mole that was the original breakwater when the Ala Wai Marina was constructed. **This is a significant environmental concern! I believe the US Coast Guard should be involved and will be contacting them about this.**

7) This may be off point, but is also a concern: Why has the state not rented out all the empty slips in the harbor?? The improved docks have been open for months, yet, two slips right near me are still empty. This is revenue that the state is not receiving due to what ?? Slowness of process? or holding them for a future commercialization project that is not happening yet? There are plenty people on the slip waiting list, that would be very very angry if they new how many slips are open and rentable at this time, but are just not being rented. This is WRONG!

I agree with this conclusion:

DNLR/DOBOR has set their sights far too high for revenues from these sites
•Honey Bee's proposed a solution to meet these revenues –HB realized that with traditional use, the revenues to support the lease rates, cannot be achieved –HB has proposed a mishmash of non-marine related revenue producers to achieve the revenues required
•The results of this proposal – Makes a complete change in usage of these sites
•Far less boater/marine related services will be the result
•Increased traffic, security concerns, health concerns with more people and the ENVIRONMENTAL IMPACT of deconstruction is in serious question.

Sunny Crowley
 84-175 A Water St
 Makaha, HI 96792

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July 14, 2010

Mr. Sunny Crowley
84-175A Water St.
Makaha, HI 96792

Dear Mr. Crowley:

This responds, on behalf of Honey Bee USA, Inc., to your comments to the Draft Environmental Assessment dated May 19, 2010.

This project has presented several challenges to Honey Bee USA, Inc. The primary challenge was creating an attractive development with a “Hawaiian sense of place” while combining that with an industrial boat repair yard and fuel dock and producing the revenue that was needed to pay DOBOR the rent set forth in its RFP. Contrary to what has been said in two community meetings, that rent is not too high given the site’s location in Waikiki and as important, DOBOR has recognized that in order to maximize the return on its lands that this site must become a viable commercial development and not just a boat repair facility and fuel dock. It is simply not fair that this site is underutilized at a time when the State of Hawai`i is in a budget crisis. The rent from this site goes into the DOBOR fund and without these funds there is not enough money in the state budget to repair harbors throughout the state.

Honey Bee has, in its draft environmental assessment, complied with the contents of an environmental assessment as set forth in §11-200-10 of the Hawaii Administrative Rules. That rule states that what is required, as it relates to a description of the project, is a “general description” of the action’s technical, economic, social and environmental characteristics.

With the foregoing in mind, Honey Bee’s response to your comments are as follows:

The owner of the previous tenant on the Boatyard Repair Site, which is Ala Wai Marine, Ltd., is not involved in any way with Honey Bee USA, Inc. An officer, but not owner, of Ala Wai Marine, Ltd. is an officer of Honey Bee USA, Inc. but that individual is not in a decision-making capacity on this project. Honey Bee had access to the water quality reports prepared by the previous tenant, Ala Wai Marine, Ltd. to determine the level of contaminants on the surface of the site. These water quality reports, which were submitted up to the time that Ala Wai Marine, Ltd. closed, showed that there were no contaminants being carried by stormwater from the surface of the Boatyard Repair Site into the Ala Wai Boat Harbor. Environmental regulations for the removal of any hazardous substances will be followed and a licensed company will be hired to remove these substances. Soil tests will be conducted on this property to determine if there are any contaminants in the soil and Honey Bee has budgeted for the removal if any such contaminants are found.

There will be minimal grading and very little excavation, but as stated in the EA a grading permit will be obtained. Soil will be tested before any grading is done and contaminated soil, if any, will be removed in accordance with all environmental regulations. The railways embedded in the soil are not any deeper than what must be grated to pour the concrete pad for the new buildings. The wooden dock on the Ewa side will be removed and replaced. As indicated above, the removal of any hazardous substances in the building will be done by a licensed environmental company consistent with all regulations.

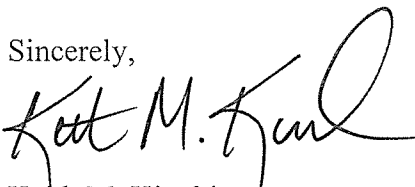
The drawings of the Fuel Dock show a flagpole, and a flagpole only, that extends to 75 feet. Honey Bee has revised the design of the Fuel Dock building to reduce the observation tower to a single story. The observation tower is 32 ft. by 24 ft. (768 sq. ft.) and will be 15 feet in height.

Maintenance of the state bathrooms is an issue best addressed by DOBOR, as is your question about the state's decision regarding boat repair facilities. Honey Bee will maintain all bathrooms, which will be open to the public, on its property. DOBOR can also address renting out slips in the harbor, which is not an issue to be addressed in the EA.

In response to concerns raised by the Ala Wai boating community, Honey Bee has revised its development proposal and has increased the size of the boat repair yard to 16,400 sq. ft. by building a concrete deck for the boats to be serviced. Parking for the commercial spaces will be below this deck and the boat repair yard will be atop this deck. Honey Bee's boat repair yard will accommodate 11-12 boats that are 46 ft. in hull length. The actual yard area (subtracting areas of the yard that are used to haul the boats out) is 11,875 sq. ft. By comparison the Ala Wai Marine yard was 13,225 sq. ft. in the yard area only and fit 13-14 boats. The wedding operator at the Boatyard Repair Site has been made fully aware of the noise and dust associated with a boat repair facility and has agreed that it will accept the same. The wedding operator has made design changes to its facility that insulates the chapel area from the noise.

The 2004 BEI report states that no cesspool was found and that all USTs were removed in accordance with environmental regulations. If there is any asbestos in the Fuel Dock building (which would be in tiles) it will be removed by a licensed environmental company.

Thank you for your comments.

Sincerely,

Keith M. Kiuchi

DATE: 20 May 2010

TO: Applicant:
Honey Bee USA, Inc.
c/o Kiuchi, Nakamoto & Tanaka
1001 Bishop Street, Suite 1090
Honolulu, Hawaii 96813

Approving Agency:
State of Hawaii Department of Transportation
Highways Division
869 Punchbowl Street, Suite 513
Honolulu, Hawaii 96813

Consultant:
Kiuchi, Nakamoto & Tanaka
ATTN: Keith M. Kiuchi, Esq.
1001 Bishop Street, Suite 1090
Honolulu, Hawaii 96813

RE: Draft Environmental Assessment
Waikiki Landing
Parcel 1: TMK 2-6-010-005 & por. 003, also known as the boatyard site
Parcel 2: TMK 2-3-037-020, also known as the fuel dock site

I reviewed the Draft Environmental Assessment (DEA) for the “Waikiki Landing” project proposed by Honey Bee USA, Inc. The findings of my review indicate Applicant’s DEA is inaccurate, incomplete, and does not satisfy the public disclosure requirements of Hawaii’s environmental law as set forth in Chapter 343 of the Hawaii Revised Statutes. In addition, it is apparent that major components of Applicant’s proposed project are inappropriate to the site and its prominent location at the gateway to Waikiki, and is insensitive and unresponsive to the special status the people of the City and County of Honolulu have accorded Waikiki in declaring it a special design district. It should also be noted that although the process through which the Applicant was awarded the lease is not formally part of the environmental review, that process was deeply flawed and Applicant’s status as “qualified” and “responsive” must be called into question.

Provision of the full inventory of my notes and analysis of Applicant’s DEA would fill many pages. In the interest of brevity and concision, therefore, you will find below a summary of my findings and conclusions. I urge Applicant to withdraw this DEA; to reconsider the composition, timing and public purposes of the proposed project; and to issue a revised DEA to adequately address the significant concerns set forth below. In the absence of Applicant’s voluntary withdrawal, I urge the Highways Division to exercise its discretion as Approving Agency, and to reject this document.

Lack of Adequate Disclosure

Applicant's DEA fails to provide accurate and complete disclosure of many aspects of the proposed project and to the short- and long-term viability of that proposal. The list of elements for which the DEA provides inadequate disclosure includes, but is not limited to, the following:

1. Existing environmental conditions.
 - a. The discussion of existing environmental conditions is extraordinarily abbreviated, both in regard to the project's location at the edge of intensively used public waterways, and in comparison to similar environmental disclosure documents prepared for projects proposed in Waikiki in specific and Hawaii in general. For example, although a Phase I Environmental Assessment report is provided for the Parcel 2 (the fuel dock), similar documentation is not provided for Parcel 1; given the long-term prior use of Parcel 1 as a boatyard, and the application and potential for spills of materials now known to be hazardous attendant with that use, the absence of a Phase 1 report for this site is a glaring omission.
 - b. As another particularly glaring example, there is no analysis provided of the potential impacts to marine life in the vicinities of the sites, e.g., no inventory of existing marine populations of flora and fauna are provided, and there is no analysis of the potential for impacts on those populations during and after construction.
2. Timelines and project schedule.
 - a. The construction schedules provided in the DEA are so grossly under-estimated as to either belie Applicant's lack of experience in undertaking development in Honolulu, or to have been developed merely to support a position that a short construction period may limit the potential for adverse impacts during construction: either position is unfortunate and inappropriate to the environmental disclosure process. As part of my review, I consulted with a number of design and construction professionals well-experienced in executing projects in Honolulu, and it is the consensus of those consulted that the construction timeframes set forth by Applicant are underestimated by a factor of perhaps two to three times.
 - b. There is no indication given as to the sequence or priority of the proposed actions. If the proposed actions will be executed simultaneously, it is possible that, as the DEA claims, impacts during construction may be minimal. Alternatively, if the proposed actions are to be executed in a sequential or phased manner, the construction will be effectively extended, with the potential negative impacts (e.g., noise, dust, traffic) magnified, and the potential positive impacts (e.g., short-term construction employment) minimized (i.e., because it is reasonable to assume that several small construction projects will employ fewer people for shorter times, and will, therefore, have less employment impact than a single large project). Without disclosure of Applicant's project schedule, the public and responsible agencies have no way to evaluate the potential impacts of that schedule.
 - c. Applicant is urged to reconsider its proposed project timelines and, as part of that reconsideration, to consult with local design and construction professionals with relevant experience to provide a reasonable basis for those timelines. Furthermore, Applicant is urged to disclose its sequence or priority of proposed actions, and relevant phasing timelines, as part of the public review and comment process.

3. Noncompliance with applicable land use regulation.
 - a. Applicant discloses the valid concern that major elements of the proposed project are not compliant with applicable land use regulations set forth for the Public Precinct of the Waikiki Special District in which the project is located. Rather than exploring uses that would be compatible with those regulations, Applicant instead proposes to pursue a zoning variance. This is a curious choice, given the unlikelihood of this project satisfying the three tests required for approval of a variance.
 - b. This lack of compliance with land use regulations intended to govern all development in Waikiki, and the need to pursue a preemptive variance, is indicative of the inappropriate nature of the proposal.
 - c. Applicant is urged to revise its proposed actions to comply with all existing applicable regulations.

4. Failure to address interim operation of the fueling operation.
 - a. The existing Ala Wai fuel dock performs a critical function for the community of recreational and commercial operators of small vessels in the Honolulu environs, as well as providing pump-out service for proper disposal of sewage collected in on-board holding tanks. The nearest alternate in-water fueling opportunities are located at long distances for the more than 600 boats moored at Ala Wai. The Ala Wai fuel dock is also one of the very few locations from which boaters may obtain leaded gasoline, which is required to avoid the damage unleaded gasoline causes to outboard engines.
 - b. The DEA fails to state Applicant's intent with regard to operation of the fuel dock during the project's demolition and construction phases; disclosure of this intent is critical to the public interest. If Applicant's plan is to suspend operation of the fueling and pump-out operations during demolition and construction, the impact on both the recreational vessels moored at Ala Wai and the commercial vessels operating off Waikiki Beach will be significant, and may pose serious threat to the life safety of mariners in need of fuel as well as threatening to reduce the revenues of commercial vessels forced to travel great distances to obtain the fuel required by their daily operations.
 - c. Such interim closure may also pose the threat of numerous small fuel spills should boaters be forced to resort to transporting their own fuel supplies to the harbor and to refueling their boats without the safety procedures now enforced by the fuel dock operator. The incremental effect of such numerous small spills could be devastating to the health of the harbor and its marine inhabitants.
 - d. In addition, if operation of the sewage pump-out facility is suspended during the demolition and construction periods, it is likely boaters will be forced to find less environmentally-friendly means for emptying holding tanks, with potentially serious impact on the marine environment.
 - e. Applicant is urged to provide adequate disclosure of its intent to continue fueling and pump-out activities throughout the demolition and construction periods.

5. Under-provision of parking.
 - a. Applicant has based its parking provision on an assumption that the Director of DPP will grant leave to provide parking at a ratio of only 1 space for each 800 square feet of floor area. This provision is far less than one would calculate through

application of the ratios set forth in Table 21-6.3 of the Land Use Ordinance (LUO). Even given the less generous ratio proposed by Applicant, Applicant's plans fail to provide the number of spaces given by that calculation: e.g., at the fuel dock site, Applicant's plans show provision of seven parking spaces; however, the total floor area of the proposed Diamond Vista building is more than 12,600 square feet, yielding a parking requirement of 15.8 parking spaces – and this calculation doesn't consider the perhaps 32 parking spaces required for the 16 mooring slips Applicant proposes to provide nor the 10 spaces required for the boat ramp the Applicant proposes to retain (NB: although these additional requirements are set forth in Table 21-6.1 and are not specifically applicable to Waikiki projects, it is reasonable to suppose that parking requirements imposed by the special district permit for the proposed project may incorporate similar or identical requirements).

- b. Applicant also notes this project will require a Major special district permit. As set forth in Table 21-6.3, for Major permits, parking requirements are determined by City Council resolution; the Director DPP makes those determinations for minor special district permits, only.
- c. Applicant makes the assertion that wedding parties will involve on small numbers of people and small numbers of vehicles to serve those people, yet provides no evidence on which to base this assertion. While an assumption of small numbers may be applicable to a certain proportion of weddings performed for foreign tourists, it is likely it will not be applicable to the local weddings Applicant claims will be welcome to utilize the facilities. Applicant should provide hard data to support its assertion.
- d. Applicant is urged to revise its plans to provide adequate parking to support its proposed actions. Furthermore, Applicant is urged to provide a statement to the effect that it will not now or in the future request the use of parking located outside the land area of the subject lease.

6. Lack of adequate operational analysis.

- a. Applicant provides no analysis of the operational requirements of the proposed fuel dock and boatyard. Indeed, Applicant's illustrated plans exhibit a lack of technical understanding of those requirements.
- b. For example, the site plan for the proposed fuel dock locates the proposed Aboveground Storage Tanks (ASTs) such that the EPA- and OSHA-required line-of-sight cannot be maintained between the ASTs and the loading area. Locating the ASTs in the manner illustrated on Applicant's plan poses threats to both life-safety and the environment.
- c. Although Applicant proposes to reduce the operational area of the boatyard by more than 75 percent from that provided by the previous operator, the DEA makes no attempt to describe or illustrate how viable boatyard operations will be designed or configured with the reduced area. Indeed, Applicant sidesteps its responsibility to address this critical element, choosing instead to defer to an unidentified sub-lessee. Given that the one of the primary objects of the DLNR RFP was to establish an improved and viable boatyard, the fact that Applicant fails to address that aspect of the project should be sufficient in and of itself to cause this DEA to be rejected.
- d. Applicant proposes to provide DOBOR staff and observation platform as part of the Diamond Vista building. This tower will exceed the applicable height limit by 100%, and may local wind patterns to the detriment of the many boats that leave and

- enter the harbor under sail. In addition, provision of the observation tower presupposes that DOBOR will be able to staff same, which history shows is a very poor assumption. Staff now adequately observe the “buoy runs” on foot or from vehicles parked at or near the fuel dock, an arrangement that allows them to more quickly respond to other tasks and responsibilities. If provided, it is likely the tower will go unused to lack of staff resources.
- e. Applicant is urged to engage professionals capable of providing adequate operational analysis of its proposed actions, and to make the findings of those professionals available for public review and comment.
7. Incomplete documentation of the proposed project.
- The conceptual plans and other drawings provided by Applicant are insufficient to illustrate the proposal.
 - For example, while Applicant states its intent to refurbish and lease 16 boat slips with floating piers adjacent to the fuel dock, the plans do not illustrate any such provision.
 - As another of many potential examples, Applicant states its intent to use a portion of the Ala Moana Boulevard right-of-way for its private purposes and to provide “acceptable” alternate access to DOT, the plans provided in the DEA do not illustrate that alternate access. Without such disclosure, the public and responsible agencies have no rational basis to determine that such alternate access will, indeed, be acceptable.
 - Applicant is urged to provide complete documentation of the proposed project for public review and comment.
8. Failure to comply with applicable design requirements.
- Section 21-9.80-49(c) of the Revised Ordinances of Honolulu (ROH) sets forth design guidelines for the Waikiki Special District. Although it may be argued that the design proposals for the structures at the boatyard site may be marginally compliant with those guidelines, it is clear the design of the Diamond Vista building is wholly non-compliant.
 - Applicant is urged to thoroughly review and incorporate the provisions of the cited ROH section, and to propose a new design for the fuel dock site that is also at least marginally compliant.
9. Failure to consult with relevant agencies.
- Applicants list of consulted agencies fails to note a number of agencies that one would logically suppose to have an interest in the proposed project.
 - For example, the project lies adjacent to and arguably on a navigable waterway, yet Applicant has consulted with neither the US Coast Guard nor the Army Corps of Engineers, both agencies with responsibility for activities impacting navigable waters.
 - Applicant is urged to examine and expand its list of consulted agencies.
10. Failure to seriously consider alternates to the proposed action.
- Applicant makes only cursory attempt to consider alternates to the proposed action, thereby failing to fulfill a basic obligation of the environmental disclosure process.

- b. Applicant is urged to consider alternates, including the no-action alternate, and to adequately report its consideration of such alternates for public review and comment.

Proposal Is Inappropriate

In its attempt to increase the economic returns of the lands subject to the lease, Applicant has proposed establishment of wedding and wedding-related uses. These uses are inappropriate to the location.

First, there can be little argument that weddings and wedding-related uses have no relationship to the small boat harbor, and do not support the boating and marine uses of the harbor. Insertion of these uses into the harbor milieu will lead to inevitable conflicts, and it is probable that weddings will, at some point, interfere with the orderly operation of the harbor and the safe operation of the boats, fueling, pump-out, and other marine-related activities therein.

Second, Applicant's proposal relies on weddings for foreign tourists as its cash cow. While the conduct of such weddings has been highly profitable in the recent past, there is evidence to suggest that Hawaii's popularity as a wedding venue is waning. Applicant is committing to a 55-year lease, and is basing its ability to satisfy the financial terms of that lease on Hawaii's ability to continue to be a popular wedding destination. If Hawaii's wedding "industry" crashes, what assurance can Applicant provide that it will continue to meet its obligations under the lease? Will the wedding chapels and associated facilities be converted to other uses? These are questions that should be addressed by the DEA, and Applicants Chapter 343 obligations should not be considered satisfied until they have been adequately addressed.

I look forward to Applicant's responses to the concerns posed above.

Mahalo,



Gordon S. Wood, AIA

KIUCHI, NAKAMOTO & TANAKA
ATTORNEYS AT LAW

AMERICAN SAVINGS BANK TOWER • 1001 BISHOP STREET, SUITE 1090
HONOLULU, HAWAII 96813 • (808) 521-7465 FAX: (808) 521-5873

July 14, 2010

Mr. Gordon S. Wood, AIA
1164 Bishp Street, Suite 124-214
Honolulu, HI 96813

Dear Mr. Wood:

This responds, on behalf of Honey Bee USA, Inc., to your comments to the Draft Environmental Assessment dated May 20, 2010.

This project has presented several challenges to Honey Bee USA, Inc. The primary challenge was creating an attractive development with a “Hawaiian sense of place” while combining that with an industrial boat repair yard and fuel dock and producing the revenue that was needed to pay DOBOR the rent set forth in its RFP. Contrary to what has been said in two community meetings, that rent is not too high given the site’s location in Waikiki and as important, DOBOR has recognized that in order to maximize the return on its lands that this site must become a viable commercial development and not just a boat repair facility and fuel dock. It is simply not fair that this site is underutilized at a time when the State of Hawai`i is in a budget crisis. The rent from this site goes into the DOBOR fund and without these funds there is not enough money in the state budget to repair harbors throughout the state.

Honey Bee has, in its draft environmental assessment, complied with the contents of an environmental assessment as set forth in §11-200-10 of the Hawaii Administrative Rules. That rule states that what is required, as it relates to a description of the project, is a “general description” of the action’s technical, economic, social and environmental characteristics.

With the foregoing in mind, Honey Bee’s response to your comments are as follows:

§11-200-10 does not require a study of flora and fauna in the area and §11-200-12, which is the significance criteria for evaluating an EA looks at whether the proposed action “substantially affects a rare, threatened, or endangered species, or its habitat”. Thus Honey Bee has complied with addressing this significance criteria in its EA. Honey Bee has also included a general description of the sites environmental characteristics, as required by the rule. Honey Bee had access to the water quality reports prepared by the previous tenant, Ala Wai Marine, Ltd. to determine the level of contaminants on the surface of the site. These water quality reports, which were submitted up to the time that Ala Wai Marine, Ltd. closed, showed that there were no contaminants being carried by stormwater from the surface of the Boatyard Repair Site into the Ala Wai Boat Harbor. As noted in the EA, there is no history of any Underground Storage Tanks on this site. Any contamination in the soil, which may be found in subsequent testing, will be removed in accordance with all environmental regulations.

The project timelines have been reviewed by Honey Bee's project team, which include a developer and architect of considerable experience. Honey Bee believes that the construction timetable, while aggressive, is realistic, given that the Boatyard Building is constructed of wood and heavy timber. The construction of the improvements will be done simultaneously.

When DOBOR issued the RFP it included potential uses consistent with Honey Bee's proposed uses. A review of the property shows that uses have been allowed in this property and the adjacent Public Precinct parcel that include: (a) hotel and resort use, (b) a commercial restaurant and (c) retail use. Honey Bee has already met with DPP regarding this project and DPP has required the application for a zoning variance based upon the intensity of the use proposed by the project rather than the uses proposed by the project.

Honey Bee does not intend to have fuel operations or bilge pump operations continue at the Fuel Dock during construction of its project. To allow such operations to continue during construction would be dangerous. Similarly allowing such operations during demolition would be unsafe but Honey Bee has asked the state to allow fueling operations continue up through demolition and Honey Bee has proposed an aggressive construction schedule because it is aware of the need for both a fueling facility and a boat repair facility on these properties.

Honey Bee has revised the project to include 47 parking stalls at the Boatyard Repair Site, of which only 5 will be reserved, and 11 parking stalls at the Fuel Dock site. Table 21-6.3 states that the ratio of 1 space for each 800 square feet of floor area for "all other permitted uses". DPP has informed Honey Bee that it does not consider the two wedding operations as meeting facilities but as commercial services operation, which come within the parking ratio set forth for "all other permitted uses". You are correct that a major district permit requires City Council approval which Honey Bee has every intention of obtaining as part of its Waikiki Special District permit. As to the wedding operations, the operating companies project 6 – 8 weddings a day for the Diamond Vista Building and 5 – 6 weddings a day for the Canoe House. Each wedding will have 10 – 12 people (including the bride and groom) which means a total of 60 – 96 people a day at the Diamond Vista Building and 60 – 72 people a day at the Canoe House. One limousine will bring the bride and groom to the wedding at each site and the remainder of the wedding party will be transported by taxi. Honey Bee does not believe, based upon the foregoing, that the wedding chapels will cause a parking problem or traffic congestion. The wedding services operations were selected as desirable tenants for the very reason that they do not produce adverse effects such as vehicle traffic and noise that is found with other tenants. Both facilities can be used for local weddings, but they would have to be consistent with the size of the weddings that the two commercial operators intend to operate.

The design of the Fuel Dock building has been revised to place the fuel tanks on the mauka side of the building, adjacent to where a fuel truck would be parked. The fuel tanks will be at least 1,000 gallons each. The pad site for the fuel tanks can accommodate tanks of up to 2,000 gallons and Honey Bee will review fuel consumption information in determining the size

of the tanks. That information has not been provided to DOBOR and thus is not available to Honey Bee at the present time. The convenience store operator will now have a door on the Ewa side of the building, where they will be able to see the fuel tanks.

In response to concerns raised by the Ala Wai boating community, Honey Bee has revised its development proposal and has increased the size of the boat repair yard to 16,400 sq. ft. by building a concrete deck for the boats to be serviced. Parking for the commercial spaces will be below this deck and the boat repair yard will be atop this deck. Honey Bee's boat repair yard will accommodate 11-12 boats that are 46 ft. in hull length. The actual yard area (subtracting areas of the yard that are used to haul the boats out) is 11,875 sq. ft. By comparison the Ala Wai Marine yard was 13,225 sq. ft. in the yard area only and fit 13-14 boats. Honey Bee has revised the design of the Fuel Dock building to reduce the observation tower to a single story. The observation tower was added in response to a need expressed by DOBOR and does not benefit Honey Bee as Honey Bee will receive no rent from this tower. The majority of the building will be 25 feet in height. The observation tower is 32 ft. by 24 ft. (768 sq. ft.) and will be 15 feet in height. Given that the bulk of the building is only 25 feet in height and only a very small portion is 40 feet in height, there should be no issues with local wind patterns. Honey Bee included this observation tower at DOBOR's request at no cost to DOBOR and DOBOR would be responsible for staffing this tower.

As stated above, the EA requires a general description of the project and specific drawings are not required although Honey Bee did include project drawings in its submission. DOT used the right-of-way only to access the underneath of the Ala Moana Bridge for repairs and DOT and Honey Bee have agreed on alternate access, which will be committed to an easement. Such a disclosure is not required for an EA. Any action regarding the construction of slips at the Fuel Dock, which will probably include having to drive in piles, will require approval from the Army Corps of Engineers.

Honey Bee believes that the design for the Diamond Vista Building complies with the guidelines of the Waikiki Special District but this is not an issue to be resolved in an EA or a Special Management Area Permit but in the Waikiki Special District application.

Honey Bee has had its project team contact the Army Corps of Engineers and since the project does not directly affect a navigable waterway, they have not been consulted as to the project itself. Army Corps of Engineers approval is required for repairs to the dock area and Honey Bee will apply for this permit.

A no action alternative would result in no boat repair facility being built and the high probability that the fueling facility would have to close because as the present operator has noted, such a facility is not profitable without free use of the boat slips, which this operator presently has.

Honey Bee does not believe that there will be any conflict between the wedding operators and the fueling facility and boat repair facility. Both wedding operators are fully aware that both the fueling facility and boat repair facility are priorities. The viability of the wedding operations is borne out by recent figures which show that couples coming to Hawaii for their honeymoon or to get married are the only growing tourist segment from the far East. These operations are the least intrusive use that produce the best revenue for Honey Bee to meet its obligations. Both of the proposed operators have been in business over a long period of time in Japan and one of the companies has been operating in Hawaii for over ten years. Honey Bee selected these operators based upon their financial stability and their assets. Honey Bee has no intention of converting the wedding operations to other uses but does intend to hold both of these operators to their obligations.

Thank you for your comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Keith M. Kiuchi". The signature is fluid and cursive, with a large, sweeping initial "K".

Keith M. Kiuchi

606 Corporation

PO Box 669
Haleiwa, HI 96712

May 19, 2010

Honey Bee USA, Inc.
C/O Kiuchi, Nakamoto & Tanaka
1001 Bishop St #1090
Honolulu, HI 96813

Re: Comments on DEA for Waikiki Landing project.

Aloha,

I am a resident of the Waikiki area and a slip holder at the Ala Wai Harbor.

I have a number of serious concerns about the project described in the DEA Published 4/23/10 and do not believe it should receive a finding of no significant impact.

Inadequate parking. Considering the two proposed Wedding chapels which typically attract large limousines, and the proposed addition of restaurants and bars at the Boatyard site, it appears that the parking included in the project will be unable to handle the probable parking demand, thus creating an additional burden on the already inadequate parking for local residents and harbor/waterfront visitors.

Increased traffic congestion without a mitigation plan. Since there is no access to Westbound lanes of Ala Moana Blvd at the boatyard site on the corner of Holomoana and Ala Moana, access to and from Westbound Ala Moana Blvd, will have to be via Hobron Ave. and around the already congested corner at Hobron and Holomoana. Will anything be done to mitigate the increased traffic congestion in this area?

Also, a 6500 square foot wedding chapel at the fuel dock site will greatly increase the traffic along Mole B and the large limousines and vans normally associated with the wedding business will only add to the problem when they are forced to "double park" by the lack of appropriate parking being provided by the project.

Could the wedding chapels become restaurants or other high traffic businesses in the future? Considering the already inadequate parking and traffic plans, are there any assurances that the wedding chapels won't be converted to restaurants or other high traffic businesses if the market proves insufficient to support two more wedding chapels in the area?

Inadequate consideration of environmental impacts. The proposal seems to ignore the fact that both sites have a long history of use as commercial maritime businesses, and as such, have probably left dangerous amounts of hazardous contaminants in the ground under the property. What steps will be taken to remediate or remove the contaminants? What steps will be taken to insure that contaminants do not pollute nearby ocean waters? What steps will be taken to insure that demolition, excavation, and construction will not further expose and spread the contaminants?

Inadequate safety considerations for fueling operations. According to the proposed design, it appears that the fuel dock operator, presumably located at the convenience store, will be unable to see the fuel dock from that location. Similarly, a fuel truck operator will be unable to see the end of his hose at the fuel tanks from the point where the fuel truck must park. Also, it appears that no provisions have been made to provide fuel to boaters during the construction period, raising additional safety concerns.

No plans for sewage pump out facilities. Will the sewage pump out facility currently provided by the fuel dock operator be replaced?

Unrealistically small boatyard. The small amount of space proposed for the boatyard would be able to serve only 4 or 5 vessels at one time. It seems totally unrealistic to expect such a small boatyard to be economically viable. What happens to the boatyard space if the developer fails to establish a successful boatyard operation in that location?

Inadequate set backs from property lines. According to the proposed design of the wedding chapel at the boatyard site, it appears that the building is set too close to the property line on the North and West sides. In fact, it appears that the roof of the building extends across the property line over the West end of the lot. At the fuel dock site, is the concrete apron/dock that extends out over the water being considered as part of the setback, and if so is this appropriate? Also, the elevation drawings indicate the building footprint is considerably larger at the second and third floor. Is the footprint of the larger 3rd floor being used when considering appropriate set backs?

Inappropriate building height and mass for the fuel dock site. The 75' overall height, and the 60' height for the roof of the building seem much too high for the location. The massive building will look out of place in its relatively isolated location, and its size will probably create interference with the sight lines of vessels transiting around the end of Mole B.

Totally inappropriate building design for the fuel dock site. While "beauty may be in the eye of the beholder", it is hard to imagine that the profile of the Diamond Vista Building as shown in the elevations drawings would be considered by reasonable people as reflecting a "Hawaiian sense of place".

I understand the developer's desire to generate a profit, and DLNR's desire to generate additional revenues for the state, but the current plan seems ill-conceived, and is likely to generate a number of serious problems.

Would it be possible for the developer to address some of the problems by altering the plan as follows?

Increase the height of the boatyard building by several floors and incorporate truly adequate parking for the project into the lower floors of the structure.

Incorporate the wedding chapels into the taller boatyard building.

Use the additional space from the wedding chapel and parking lot to increase the size of the boatyard.

Provide additional ground level parking along the west side of the boatyard site for use by harbor users in exchange for the state eliminating some of the parking near the intersection of Hobron and Holomaoana which would help reduce traffic congestion at that location.

Eliminate the wedding chapel at the fuel dock site, and limit the building to one or two stories. If two stories are used, provide some additional parking at ground level under the second floor structure.

Thank you for your attention.

Sincerely,



Raymond Winter

cc: Department of Transportation

KIUCHI, NAKAMOTO & TANAKA
ATTORNEYS AT LAW

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HONOLULU, HAWAII 96813 • (808) 521-7465 FAX: (808) 521-5873

July 14, 2010

Mr. Raymond Winter
606 Corporation
P.O. Box 669
Haleiwa, HI 96712

Dear Mr. Winter:

This responds, on behalf of Honey Bee USA, Inc., to your comments to the Draft Environmental Assessment dated May 20, 2010.

This project has presented several challenges to Honey Bee USA, Inc. The primary challenge was creating an attractive development with a “Hawaiian sense of place” while combining that with an industrial boat repair yard and fuel dock and producing the revenue that was needed to pay DOBOR the rent set forth in its RFP. Contrary to what has been said in two community meetings, that rent is not too high given the site’s location in Waikiki and as important, DOBOR has recognized that in order to maximize the return on its lands that this site must become a viable commercial development and not just a boat repair facility and fuel dock. It is simply not fair that this site is underutilized at a time when the State of Hawai`i is in a budget crisis. The rent from this site goes into the DOBOR fund and without these funds there is not enough money in the state budget to repair harbors throughout the state.

Honey Bee has, in its draft environmental assessment, complied with the contents of an environmental assessment as set forth in §11-200-10 of the Hawaii Administrative Rules. That rule states that what is required, as it relates to a description of the project, is a “general description” of the action’s technical, economic, social and environmental characteristics.

With the foregoing in mind, Honey Bee’s response to your comments are as follows:

The wedding operations project 6 – 8 weddings a day for the Diamond Vista Building and 5 – 6 weddings a day for the Canoe House. Each wedding will have 10 – 12 people (including the bride and groom) which means a total of 60 – 96 people a day at the Diamond Vista Building and 60 – 72 people a day at the Canoe House. One limousine will bring the bride and groom to the wedding at each site and the remainder of the wedding party will be transported by taxi. There are loading zones shown in the drawings attached to the EA for both sites, where the limousines will park. Honey Bee does not anticipate, because of the size of the wedding party, any vans or tour buses being used. The weddings are normally one hour apart so there will be no back-up of limousines and vans. Honey Bee does not believe, based upon the foregoing, that the wedding chapels will cause a parking problem or traffic congestion. The wedding

services operations were selected as desirable tenants for the very reason that they do not produce adverse effects such as vehicle traffic and noise that is found with other tenants.

The wedding services business is much more stable and profitable than the restaurant business. The viability of the wedding operations is borne out by recent figures which show that couples coming to Hawaii for their honeymoon or to get married are the only growing tourist segment from the far East. These operations are the least intrusive use that produce the best revenue for Honey Bee to meet its obligations. Both of the proposed operators have been in business over a long period of time in Japan and one of the companies has been operating in Hawaii for over ten years. Honey Bee selected these operators based upon their financial stability and their assets. Honey Bee has no intention of converting the wedding operations to other uses but does intend to hold both of these operators to their obligations.

Honey Bee has reviewed the 2004 BEI Phase I study which found that all underground storage tanks (UST) had been removed from the Fuel Dock site and found that the contaminants on the site were limited to staining on the pad where the fuel dispensers were located and materials in the building on the property. This reported has stated that the State Dept. of Health will not require any testing of the soil on the property and Honey Bee does not intend to excavate the soil on the property. Environmental regulations for the removal of any hazardous substances in the building or on the concrete pad will be followed and a licensed company will be hired to remove these substances. On the Boatyard Repair Site Honey Bee had access to the water quality reports prepared by the previous tenant, Ala Wai Marine, Ltd. to determine the level of contaminants on the surface of the site. These water quality reports, which were submitted up to the time that Ala Wai Marine, Ltd. closed, showed that there were no contaminants being carried by stormwater from the surface of the Boatyard Repair Site into the Ala Wai Boat Harbor. As with the Fuel Dock site, environmental regulations for the removal of any hazardous substances will be followed and a licensed company will be hired to remove these substances. Soil tests will be conducted on this property to determine if there are any contaminants in the soil and Honey Bee has budgeted for the removal if any such contaminants are found.

The design of the Fuel Dock building has been revised to place the fuel tanks on the mauka side of the building, adjacent to where a fuel truck would be parked. The fuel tanks will be at least 1,000 gallons each. The pad site for the fuel tanks can accommodate tanks of up to 2,000 gallons and Honey Bee will review fuel consumption information in determining the size of the tanks. That information has not been provided to DOBOR and thus is not available to Honey Bee at the present time. The convenience store operator will now have a door on the Ewa side of the building, where they will be able to see the fuel tanks. There will be no fuel service during the construction period because providing fuel service during construction would not only be dangerous, but would also violate environmental laws.

Bilge pump facilities will be provided at the Fuel Dock.

In response to concerns raised by the Ala Wai boating community, Honey Bee has revised its development proposal and has increased the size of the boat repair yard to 16,400 sq. ft. by building a concrete deck for the boats to be serviced. Parking for the commercial spaces will be below this deck and the boat repair yard will be atop this deck. Honey Bee's boat repair yard will accommodate 11-12 boats that are 46 ft. in hull length. The actual yard area (subtracting areas of the yard that are used to haul the boats out) is 11,875 sq. ft. By comparison the Ala Wai Marine yard was 13,225 sq. ft. in the yard area only and fit 13-14 boats.

The design of the wedding chapel has been revised and is not over the property line on the North and West sides. The setback for the Boatyard Building is 30 feet from Ala Moana Blvd. which is maintained with both the second and third floor. The setback from Holomoana St. is 5 feet, which is maintained on all floors of the Boatyard Building. At the Fuel Dock site the concrete apron is part of the property. The structure does not extend beyond this concrete apron.

The drawings of the Fuel Dock show a flagpole, and a flagpole only, that extends to 75 feet. Honey Bee has revised the design of the Fuel Dock building to reduce the observation tower to a single story. The observation tower was added in response to a need expressed by DOBOR and does not benefit Honey Bee as Honey Bee will receive no rent from this tower. The majority of the building will be 25 feet in height. The observation tower is 32 ft. by 24 ft. (768 sq. ft.) and will be 15 feet in height. Given that the bulk of the building is only 25 feet in height and only a very small portion is 40 feet in height, there should be no interference with the sight lines of vessels. All navigational aids and lights have been deleted in the revised proposal.

Your suggestions on alterations in the plan are welcome. In its revised development proposal Honey Bee has increased the height of the Boatyard Building to four stories and has increased the number of parking stalls at the Boatyard Repair Site to 47. As noted above the size of the boatyard has been increased which resulted in the increase of the height of the Boatyard Building. The parking spaces at the Fuel Dock site have been increased to eleven. Eliminating the wedding chapel at the Fuel Dock site is not an option because in its research Honey Bee has found that this site is not viable for any business except for a restaurant and/or nightclub or a wedding operation. Honey Bee decided against a restaurant and/or nightclub because of the parking issues and noise that these operations would create.

Thank you for your comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Keith M. Kiuchi". The signature is fluid and cursive, with a large, sweeping flourish at the end.

Keith M. Kiuchi

Nancy Mueting
Ilikai, 1777 Ala Moana Blvd., # 939
Honolulu, HI
<nancymueting@hotmail.com>

To: Honey Bee USA, Inc.
c/o Keith Kiuchi Esq.
1001 Bishop Street ASB Tower, Suite 1090
Honolulu, HI 96813

To: Department of Transportation, Highways Division
Aliiaaimoku Building
869 Punchbowl St, Rm. 513
Honolulu, HI 96813
Attn: Jamie Ho

May 23, 2010

Subject: COMMENTS - WAIKIKI LANDING DRAFT
ENVIRONMENTAL ASSESSMENT
Posted 4/23/10 by: HAWAII O.E.Q.C.

SOCIAL WELFARE ISSUES:

The reduced boat repair yard is too small and repair dock activities are incompatible with the wedding chapel. [See attached illustration] It is unsafe to require recreational boaters to navigate long distances for off site repair. If power or utilities should fail in their weakened condition, a boat may quickly drift into coral. Life and property can be lost before rescuers arrive.

BENEFICIAL USE OF WATER CURTAILED:

496 acres of Waikiki shore waters were dedicated for public use by presidential proclamation. If boats can't be conveniently repaired near it, the recreation area cannot be utilized to its fullest extent.

CONFLICT WITH EXECUTIVE ORDERS:

There have been four executive orders establishing land in the repair yard for public purposes:

1. For public, President Coolidge, Order # 1928, dtd: 1928
2. For park, Governor, Order # 569 dtd: 1934
3. For public, Governor, Order # 1795 dtd: 1957
4. For public, Governor, Order # 2575 dtd: 1971

Extensive private use of the land does not reflect the intentions of our governances. If a lease with Honey Bee drafted, it will be a total of 100 years the public has been denied primary use of the land.

HARBOR ENVIRONMENTAL QUALITY DEGRADATION:

A 60 ft. proposed building height, at the fuel dock site, exceeds more than double the harbor limits. Architecture was specified low, by purposes, to compliment the human scale. All around is urban relief of land, sea and boats. The height of the building will be disruptive to the horizontal uniformity that makes for a famed Waikiki Sunset.

The building appearance is contrary to the Hawaii identity, the design standard of Waikiki. It looks like a berthed oilrig where the building corners lean out making 36 ft. horns. An unshielded navigation light, 75 ft. high, mounts on top. Unlike this, utilities in Waikiki are used discreetly and concealed wherever possible. Could not the lights from Waikiki be considered adequate land markers? The blue beam from the Ilikai is visible across the bay to Eva. Lights over water are undesirable in Waikiki design standards. Adequate parking, specified by the land Use Ordinance, is not required.

STATE WELFARE RISKS:

Forces by shifting water from both Tsunami and flooding are of concern with the buildings that shoulder the canal floodway. It is reported by officials that Waikiki is not yet protected from 100 years storms. The canal that drains Waikiki could overtop causing erosion and floodwaters moving at high velocity. The proposed high-end buildings could suffer extensive damage.

Other aspects that affect the welfare of the State involve public safety. Sea walls in the harbor have no fencing and shallow bottoms. When individuals fall in they are subject to trauma injury and drowning. The social activities, drawn by proposed commercial businesses, are prime for these accidents.

VIEW PLANE OBSTRUCTION:

Official view planes, identified in the Hawaii Statutes, may be impacted by the height proposed in the buildings: They exist at Magic Island with the view of Diamond Head and the Ala Wai Harbor. [Sect. 21-9.80-1, (a)(5)], [Sect. 21-9.40-3, (b)(1)]; another from the Ala Wai Bridge towards the ocean. [Sect. 21-9.80-1, (a)(1)] Juxtaposing those, a forth view plane across the harbor from a 500 ft. long elevated public right-of-way at the Ilikai. It is created by deed with the Division of Harbors.

SUMMARY:

It is key for conservation districts to remain underutilized to provide areas of urban relief. The small harbor compound enhances the Waikiki environment from all directions. Building erected in it's interior or borders disturb its uniformity that matches the scenic beauty of Ala Moana Beach Park.

SUMMARY CON'T:

The commercial use proposals interfere with service to the harbor community and its boats. The State should seek assistance of coastal zone grants or other means to increase revenue. Stacked architectural components do not integrate well with parks or harbors that dwarf and impose on their human scale.

Both sites are expected to have extensive environmental contamination. It would be a major expense for the State to clean them up in a larger commitment of action. The repair yard, declared for public use, raises a question whether it can be developed privately. A conclusion needs to be drawn on how the land should be used. Can it meet the needs for an Obama Park recently sought by Mayor, Mufi Hannemann? It is a dynamic prominent location, at the gateway of Waikiki, with high visibility. If suitable, could the repair yard be relocated in the vicinity.

The harbor has not changed significantly in over 50 years; if it does, the commitment for a larger action with greater aspirations could stem from Washington D.C.

Thank you,

Signed: N.M.

Enclosure: Illustration of boat repair yard impacts
Via E-mail

Cc: Honolulu Mayor, Mufi Hannemann
Honolulu Planning Department Director, David K. Tanoue

KIUCHI, NAKAMOTO & TANAKA
ATTORNEYS AT LAW

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July 14, 2010

Ms. Nancy Meuting
1777 Ala Moana Blvd., #939
Honolulu, HI 96815

Dear Ms. Meuting:

This responds, on behalf of Honey Bee USA, Inc., to your comments to the Draft Environmental Assessment dated May 20, 2010.

This project has presented several challenges to Honey Bee USA, Inc. The primary challenge was creating an attractive development with a “Hawaiian sense of place” while combining that with an industrial boat repair yard and fuel dock and producing the revenue that was needed to pay DOBOR the rent set forth in its RFP. Contrary to what has been said in two community meetings, that rent is not too high given the site’s location in Waikiki and as important, DOBOR has recognized that in order to maximize the return on its lands that this site must become a viable commercial development and not just a boat repair facility and fuel dock. It is simply not fair that this site is underutilized at a time when the State of Hawai`i is in a budget crisis. The rent from this site goes into the DOBOR fund and without these funds there is not enough money in the state budget to repair harbors throughout the state.

Honey Bee has, in its draft environmental assessment, complied with the contents of an environmental assessment as set forth in §11-200-10 of the Hawaii Administrative Rules. That rule states that what is required, as it relates to a description of the project, is a “general description” of the action’s technical, economic, social and environmental characteristics.

With the foregoing in mind, Honey Bee’s response to your comments are as follows:

In response to concerns raised by the Ala Wai boating community, Honey Bee has revised its development proposal and has increased the size of the boat repair yard to 16,400 sq. ft. by building a concrete deck for the boats to be serviced. Parking for the commercial spaces will be below this deck and the boat repair yard will be atop this deck. Honey Bee’s boat repair yard will accommodate 11-12 boats that that are 46 ft. in hull length. The actual yard area (subtracting areas of the yard that are used to haul the boats out) is 11,875 sq. ft. By comparison the Ala Wai Marine yard was 13,225 sq. ft. in the yard area only and fit 13-14 boats. The wedding operator at the Boatyard Repair Site has been made fully aware of the noise associated with a boat repair facility and has agreed that it will accept this noise. The wedding operator has made design changes to its facility that insulates the chapel area from the noise.

The 1928 Calvin Coolidge proclamation was for the submerged lands off the shores of Waikiki and was a general statement and did not restrict the use of the lands. Executive Orders 1795 and 2575 made portions of the lands included in this project part of the Ala Wai Boat Harbor but neither order had any restriction as to the use of the land.

Honey Bee has revised the design of the Fuel Dock building to reduce the observation tower to a single story. The observation tower was added in response to a need expressed by DOBOR and does not benefit Honey Bee as Honey Bee will receive no rent from this tower. The majority of the building will be 25 feet in height. The observation tower is 32 ft. by 24 ft. (768 sq. ft.) and will be 15 feet in height. Given that the bulk of the building is only 25 feet in height and only a very small portion is 40 feet in height, there should be no interference with the sight lines of vessels. All navigational aids and lights have been deleted in the revised proposal.

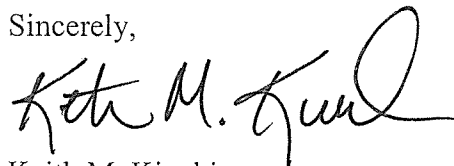
Honey Bee will comply with all building code requirements. This area is in a tsunami inundation zone and the proposed building complies with any requirements associates with that designation.

The view planes have been preserved from the Ala Moana Bridge. Honey Bee has carefully reviewed the impact of a building of this height in the area and there is minimal impact because of: (a) the small footprint of the buildings, (b) the location of surrounding buildings and (c) the fact that there are numerous buildings in the area that are much taller.

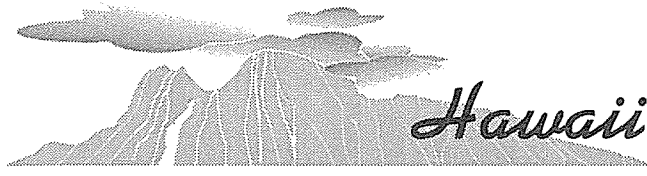
Honey Bee has agreed to be responsible for any costs associated with an environmental clean-up of the property. To offset this, and to offset the costs of building a boat repair facility that is not profitable, Honey Bee needs the uses set forth in its proposal. The state, the City and County of Honolulu and the federal government lack the funds that would be needed to develop this property.

Thank you for your comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Keith M. Kiuchi". The signature is fluid and cursive, with a large, sweeping flourish at the end.

Keith M. Kiuchi



May 14, 2010

Honey Bee USA, Inc.
1001 Bishop Street, Suite 1090
Honolulu, Hawai'i 96813

Dept. of Transportation
Highways Division
869 Punchbowl Street, Room 513
Honolulu, Hawai'i 96813

Waikiki Landing Draft Environmental Assessment

Hawaii's Thousand Friends has the following questions, comments and concerns regarding the Waikiki Landing DEA. We are responding to the DEA that was announced in the April 23, 2010 OEQC Environmental Notice but have since learned that Honey Bee's plans have changed. At the May 11, 2010 Waikiki Neighborhood Board meeting Keith Kiuchi, applicant representative stated, "we have changed our plans." If Honey Bee has changed their plans then we are responding to an incomplete and outdated document.

Therefore, Hawaii's Thousand Friends requests that an Environmental Impact Statement be conducted so that the public can respond to all information – new and old in an informed and comprehensive manner.

The DEA does not list the types of permits that will be required. While they are splattered throughout the DEA it is hard to ascertain what permits will be needed, who will be responsible for obtaining them and at what point in the development process permits will be requested. So far we have determined that the following permits will be needed:

1. The operator of the haul out facility will be required to obtain a NPDES.
2. A zoning variance because there is some question of the intensity of the proposed uses, whether the project uses come within the public precinct guidelines. The DEA should have answered this question before being released for public comment.
3. The DEA states that no shoreline certification is necessary, which of course is in correct. All development along the shoreline must have the private/public boundary certified.

4. The applicant will need an SMAP and a CUP (minor) for development of the Boatyard Repair Site because 3 separate tax map key lots will be joined together in a single development pursuant to a Joint Development Agreement and for the Fuel Doc site because that site will be used for off site parking.
5. The DEA does not mention the need for grading and grubbing permits, demolition, stockpiling, excavation, electrical, plumbing or building permits.
6. The applicant must obtain approval from DPP because the parcels are in Flood Hazard Zone A. The DEA states that the applicant will request a Determination of what land is in the Floodplain District. This should have been done prior to the issuance of the DEA
7. What type of permit is required and what agency is responsible for issuing a permit to build "A wide pedestrian bridge ... from Ala Moana Blvd. to the second floor of the Boatyard Building?" (Pg. 10)

The proposed plans and development in this DEA represent a major departure from the present marine related activities to predominantly tourist driven and oriented commercial activities. This departure from maritime uses to a 55-year lease for commercial enterprises devoted to tourists is privatization of public land. There is no nexus between a wedding chapel and a boat harbor.

There are primarily two forms of privatization, the privatization of services and the privatization of land. As early as 1892 the U.S. Supreme Court addressed the Public Trust Doctrine by characterizing public trust lands, such as the public Ala Wai Boat Harbor, as those "held in trust for the people of the state that they may enjoy the navigation of the waters, carry on commerce over them, and have the liberty of fishing therein freed from obstruction or interference of private parties. The state can no more abdicate its trust over property in which the whole people are interested, ... so as to leave them entirely under the use and control of private parties."

The opportunity to transfer control of public trust resources to private parties has limitations. The Hawai'i Supreme Court confirmed that the State cannot privatize trust resources by using the excuse that tax revenues will increase, unless the actions are totally consistent with the public trust. The Court cited a California Supreme Court statement that "'no one could contend that the state could grant tidelands free of the trust merely because the grant served some public purpose, such as increasing tax revenues, or because the grantee might put the property to a commercial use."

The public trust is more than an affirmation of state power to use public property for public purposes. To our knowledge neither DOT nor DLNR have prepared a study indicating that the need to privatize the Ala Wai Boat Harbor is so compelling that the protections should be surrendered or the public resource impaired.

This latest proposed venture follows a pattern of privatization of the Ala Wai Boat Harbor. First, the parking was privatized to the detriment of surfers, live-aboards and the public. Now the Waikiki Landing proposal seeks to take over two contiguous lots with no mention in the DEA on the compelling need or how these areas will be open to the general public who wish to walk and fish in their public harbor.

1. How much submerged land will Honey Bee lease from DOBOR? What is the length of the lease?
2. The DEA proposes that 2 out of 16 slips will be used by the boat repair facility. Are 2 repair slips adequate to handle the boats that are in the harbor and visiting boats? The DEA is silent on the adequacy of the two repair slips for the Ala Wai Boat Harbor. Since this is a small boat harbor the adequacy of only 2 repair slips must be addressed in an EIS.
3. Page 3 states that only the wedding chapel, which will be on the second floor “will derive 1/3rd or its energy needs through solar.” Why isn’t solar energy available for the entire building? By what means will energy be available to the other floors?
4. We question how the state can lease these parcels when there is some question over boundaries as stated in the DEA. “The legally recorded parcels do not match up with the tax map key descriptions of these properties. The difference between the boundaries of the legally recorded parcels and the boundaries of the tax map key parcels is illustrated in Exhibit “A,” which superimposes the legally recorded parcels over the tax map parcels.” The correct boundaries must be defined and match with the tax map key descriptions before DLNR/DOT can lease any of the parcels in question. (Pg. 4)
5. Assumptions, such as the one below, have no place in this disclosure document.
 - a. We quote, from “1937 through 1949 the entire Boatyard Repair Site was used as a public park. But while it was used as a park. A 1947 photography shows several buildings on the boatyard repair site. The presence of these buildings and the jog in the land was **probably** used as a boat slip, Exhibit H lead to the conclusion that at **some point the property was no longer a park** and became a maritime commercial center.” (Emphasis added)
 - b. This disclosure document cannot rely on assertions such as the one above but must be based in fact. This is one of many missteps. If the drafter wishes to make the assertion that over time the land went from park use to a maritime commercial center that assertion must be based on fact and done in an EIS not just a look-see at a picture.
6. It is unclear in the DEA which state agency owns and/or manages each parcel. Which parcel(s) does DOT own/manage and which parcel(s) does DOBOR/DLNR have jurisdiction over? This information must be provided in the FEA or EIS.
7. If the parcel(s) is owned/managed by DOT why did DOBOR issue the RFP?
8. If the parcel(s) is owned/managed by DOT why is the lease agreement with DLNR and the revenue going to DLNR?
9. The DEA page 6 states that a “Strip of land between the existing tile wall on Parcel 5 and Ala Moana Blvd. is owned by the state under DOT jurisdiction and is used as a right-of-way to access the area beneath Ala Moana Bridge.” Is this a true statement and is this the only land under DOT’s jurisdiction?
10. Page 6 footnote #12. If an RFP was let with specific requirements how can Honey Bee make a proposal within this DEA to lease a portion of Parcel 3 as a “remnant parcel”?
11. What is the purpose of Honey Bee’s proposal to lease a portion of Parcel 3? Is the parcel needed to fulfill the parking requirements? If Honey Bee is successful in securing a lease to a portion of Parcel 3 as a “remnant parcel” will the five parking spaces included in that parcel continue to be open for public use or will Honey Bee have exclusive use to the five parking spaces?

12. Is a portion of Parcel 3 used as a public street to access boating facilities? If so, is the existing public right-of-way in jeopardy of being leased to and under the control of a private entity?
13. Page 8. Footnote 15 states that “DPP has characterized the proposed use of Canoe House as a ‘personal Services’ operation because it focuses on commercial activity and the use has not been characterized as a meeting facility or a church.” The DEA states that there will be a wedding chapel at the Fuel Dock building and at the Boatyard Repair Site yet the floor plans and other drawings only show the Tutu wedding chapel at the Boatyard Repair Site. Why wasn’t the second wedding chapel depicted in the drawings and has DPP characterized the second wedding chapel as “personal services” also?
14. Pg 10 The DEA states that grading of both sites will not be necessary. That statement raise several concerns:
 - 1) Will the footprint of the Boatyard building fit within the uneven footprint of the existing building? If not, how does the developer propose to construct the new building without doing some grading and excavation? Will fill be brought onto this site to level the uneven ground? If so, how much fill will be brought in for the Boatyard site?
 - 2) Has the concrete that the new buildings will be built on been tested for contamination, durability and stability? If not how is the developer sure that the ground is not contaminated and is stable enough to handle a new larger building? Can and will demolition, excavation and building permits be granted before tests for contamination, durability and stability are conducted?
 - 3) The BEI Environmental Services 1/24/04 Environmental Site Assessment found;
 1. “There were 7 USTs located on the Site from 1965 – 1987 when they were removed. It is possible that one or more of the USTs and associated dispensers and lines leaked over their 22-year lifespan, and that petroleum hydrocarbon contamination remains on the site”
 2. The concrete pad beneath the 2, 2000 gallon ASTs was heavily stained.
 3. Chlorofluorocarbons CFCs from refrigeration units
 4. Fluorescent light ballasts were used including light bulbs containing mercury in the interior of the site building
 5. That lead based paint was used
 6. Asbestos containing building materials. The site building was reportedly constructed in 1962 so there is potential for asbestos in some building materials
 - 4) The findings in the BEI ESA report are indications that contaminants are present at these sites and quite possible remain to this day. Yet, the DEA does not address the issue of existing or new contamination and even concludes that no grading is necessary indicating that development could occur on contaminated soil.
 - 5) The DEA also is silent on contaminants found in the buildings as pointed out in the BEI ESA.
 - 6) Lack of critical information regarding soil and building material contamination puts workers, the public and the environment at risk if the presence of contaminants are not known and properly disposed of. Thus, it is imperative that an EIS be conducted in order to protect the environment and human health.
 - 7) Is it possible to build the proposed retaining wall that will run along the mauka boarder of the property adjacent to Ala Moana Blvd. without doing any grading or

- excavation? If grading and excavation are necessary then that information should be contained in an EIS so that the public has full disclosure and can respond accordingly otherwise actions will proceed without public input. (Pg 10)
- 5) How is it possible to create the “graded entry on the Diamond Head side of the property” without doing any grading? How much soil and/or fill and rocks will be brought on the site to construct the courtyard and “graded entry on the Diamond Head side of the property? (Pg. 10) This information must be disclosed in an EIS.
15. The DEA does not mention anything about future fuel spills. The potential and reality of future fuel spills must be presented and property vetted in an EIS in order to have mitigation and preventative measures in place.
16. The DEA fails to provide information for all three buildings on the depth of the piles for the buildings and what will type of foundation they will be drilled into?
17. The property presently has a 25 ft height limit and the DEA states that the Canoe House and the Boatyard Building will each be 45 ft. high but the LUO states that the height limit in a Public precinct is left to the discretion of the director of DPP. (Pg. 10) How can the public adequately respond to this DEA when it appears that the disclosed height of 45 feet can be changed after this document is approved? After the DPP director has made his decision on the buildings heights if different than the proposed 45 ft. then an EIS should be done to provide the public with up to date information and full disclosure.
18. The DEA states that a swirl filtration system will be installed to allow draining water to be screened for pollutants before entering the water. The DEA does not disclose what quality the water will be when it does enter the ocean, where the polluted remnants will be disposed of or how often the remnants will be disposed. This information must be provided in an EIS.
19. The DEA states that the new Boatyard Building and Canoe House will need 35 parking stalls and 3 loading zone stalls but this too is left up to the discretion of the DPP director. Is it possible that if this DEA is approved the DPP director could lessen the parking stall requirement? If so, what are the consequences to the parking spaces dedicated for public use?
20. To meet the Diamond Vista Building parking requirement the developer is counting 9 public parking stalls that are within 100 ft. of the Fuel Dock Site thus putting the public at a loss of 9 parking stalls. The DEA fails to disclose what are the long and short-term impacts to the public from the loss of 9 parking stalls to private use. (Pg. 11)
- 21. Economic & Social Characteristics**
- The DEA fails to provide information on traffic flow patterns into and out of the Boatyard Building, Canoe House and Diamond Vista Building areas during construction. How will live-aboards and others using the Ala Wai Boat Harbor be impacted by the site preparation and construction? How long will alternative traffic patterns be in place?
 - Will any public parking stalls be closed during site preparation and construction? If so, how many, where are they located and for how long?
 - Once demolition and construction are completed will there be new traffic patterns into, out of and around the interior of the Ala Wai Boat Harbor? If so, this information including graphics showing traffic patterns and traffic counts must be disclosed in an EIS.
 - The DEA fails to state the length of time needed for site preparation and demolition. Will work occur simultaneously at each site or will work occur at different times/

- e. The DEA fails to disclose how many public parking spaces will be closed during demolition, site preparation and construction? How many, if any, public parking spaces will be lost on a permanent basis because of the development once demolition, site preparation and construction are completed?
- f. Will parking spaces identified for use by visitors to the Diamond Vista Building, Canoe House and Boatyard building be available to the general public? Will these parking spaces be metered? (Pg. 12)
- g. The DEA fails to provide any information on how many tourists will frequent each venue on a hourly/daily basis. An EIS must provide information on how many tourists will come to each of the sites hourly and discuss the cumulative impact of this new influx of people 12-18 hours a day 7 days a week on the live-aboards and harbor users who make up the social fabric of the harbor.

22. Economic Impact of Project

- a. How many and what type jobs will site preparation, demolition and construction work at the Boatyard Building, Canoe House and Diamond Vista Building provide? What is the duration of the jobs for each period of construction?
- b. What types of jobs and how many jobs will be available at the Boatyard Building, Canoe House and Diamond Vista Building once the buildings are complete and open for business?
- c. The DEA states, "The project will also serve to attract additional tourists to the site by way of the two wedding chapels, thus increasing the number of tourists instead of feeding on the existing tourist base." How many tourists are anticipated at each of the 3 sites daily? How many limousines, vans and tour buses are anticipated to come to the three different sites hourly/daily? How will the tourists get to each of the sites – bus, individual car, vans, limousines or tour buses? Have spaces been identified and set aside for limousines, vans and tour buses? None of this information has been provided in the DEA but must be disclosed in an EIS.
- d. Since creating businesses devoted to tourists is a drastic departure from the current boat related business and activities at the Ala Wai Small Boat Harbor has a Social Impact Analysis been conducted to analyze potential impacts on Ala Wai live-aboards and harbor users from a new influx of tourists and tourism? If not, why wasn't this analysis done? Such an analysis must be conducted and included in an EIS. (Pg. 13)

23. Since the Fuel Dock site consists of fill what types of soil analysis were conducted to ensure that a 12,603 sq. ft. two-story building could be safely built on the "mixed fill land"? How deep will the pilings be and what type of soil/bottom will they be driven into? (Pg. 14)

24. Since the Boatyard Repair Site is also "filled land consisting of the same materials dredged from the ocean including a mixture of fill material consisting of light brown silty sand with coral fragments" what types of soil analysis were conducted on this site to ensure that a the 23,630 sq ft Boatyard Building and the 4,094 sq ft Canoe House can be safely built on the "fill" that makes up 2/3rds of the Boatyard Repair Site? (Pg. 14) The DEA is deficient in providing this information. Thus, an EIS is needed in order to fully understand all health and safety issues.

25. Topography

- a. Will the buildings proposed for the Boatyard Repair Site be built on the “approximately 5.5 feet above sea level” or the mauka side of the site that is “as high as seven feet above the rest of the property”?
- b. Will the Boatyard Repair Site be leveled to 5.5 above sea level or raised to “seven feet above the rest of the property” in order to build on a level surface? Or will the building be tiered? How much excavation will be done at the site? How much soil and material will be removed from the site and where will it be disposed? How much soil and other foundation material will be brought into the site? What types of soil and materials will be brought onto the site? (Pg. 14)
- c. The DEA is silent on the above important information. Which is why this information is critical to understanding the stability of the site and potential impacts to the mauka and makai views must be provided in an EIS.

26. Surface runoff, drainage and erosion

- a. Why is the “boatyard repair operator” being required to obtain a National Pollutant Discharge Elimination System (NPDES) permit and not the applicant Honey Bee who has the master lease and is ultimately responsible for all activities on the property?
- b. What entity is responsible for designing the boatyard repair site including the “filtration system to screen out toxic pollutants from the water runoff” – Honey Bee or the boat repair operator? What is the timetable for construction of the boat repair site? Will site preparation and demolition occur at the same time the other sites are being prepared and buildings demolished?
- c. Since a boat repair facility is a vital part of the operation of a boat harbor it is imperative that this facility be completed expeditiously. The DEA does not provide any timeline, ownership or responsibility of the boat repair facility thus an EIS is needed to provide this critical information. (Pg. 14)

27. Generation of Air Pollution

- a. The DEA does not address long term air quality impacts on live-aboards and harbor users from the many tour buses, vans, cars and limousines that will now bring in tourists for the restaurants and wedding chapels. An EIS must provide information on how many buses, vans, cars and limousines will bring tourists to the Boatyard Building, Canoe House and Diamond Vista each hour and daily including the cumulative impact of 7 days a week, 12-18 hours a day from untold number of vehicles on the harbor air quality. (Pg. 15)

28. Traffic Congestion.

The DEA states, “The project is unlikely to create any significant long-term increase in vehicular traffic” and then proceeds, in foot note 17, to note that “The wedding chapels will be open to everyone for use but the target market will be Japanese tourists.” Targeting Japanese tourists introduces a new use to the harbor and offers businesses that are open 7 days a week, 12-18 hours a day that currently does not exist. Given that fact it is impossible to imagine that traffic will not increase significantly.

- a. The DEA states that many customers will come from the harbor and surrounding condos. Were surveys conducted to determine how many customers from the harbor and surrounding condos would visit the retail shops and restaurants? Without a survey this prediction is an assumption and not a fact. Without such a survey it is impossible to say that, “Few customers for the retail business will drive to the site.” An EIS will reveal the true traffic count and congestion.

- b. Were surveys conducted that came to the conclusion that the restaurants will rely only on surrounding hotels and apartments and pedestrian traffic from Ala Moana Blvd. and thus will not increase traffic to the Ala Wai Boat Harbor? This is once again an assumption not based on fact. This statement assumes that the target audience, Japanese tourists, will not be bussed in to the restaurants and retail shops and to “see” a Hawai`i harbor up close and personal. An EIS should provide factually information on the actual number of cars, vans, buses, limousines and number of people visiting these newly created attractions and where they are coming from. (Pg. 15)

29. Zoning Precinct Development Standards

- a. Is Honey Bee, an offshoot of Kyoko Japan based Fukunaga Corporation, licensed to do business, including construction work, in the U.S.? If not, what U.S. licensed companies will be conducting the site preparation, demolition and construction for all three sites?

30. Coastal Views – Visual Impact

1. At the Boatyard Repair Site, will the Canoe House be parallel to Ala Moana Blvd.? If so, while 45 ft. height is lower than allowed it is considerably higher than the existing 25 ft. building and will cut off a substantial corridor of makai views of the ocean from Ala Moana Blvd.
 2. The LUO Sec. 21-9.80-3 Prominent view corridors and historic properties states *The following streets and locations identify significant public views of Waikiki landmarks, the ocean, and the mountains from public vantage points:* identifies (1) Intermittent ocean views from ... the Ala Wai Bridge on Ala Moana Boulevard; (3) ocean views from Ala Wai Yacht Harbor;
 3. The DEA mentions “the view corridor” but doesn’t describe how it protects significant public views as described in LUB Sec. 21-9.80-3. (Pg 21) An EIS must be done to provide information on how these significant view plains will be preserved and not lost to this proposed development.
31. The DEA fails to mention any noise associated with the haul-out of boats and the impact these noises will have on wedding chapel customers, retail and restaurant shoppers. We have seem far to many times when businesses have been forced to curtail the noise because it impacts residents or visitors. A boat haul-out must be in a harbor, it is an intrinsic part of sailing life and needs to be conveniently located in order to service its customers. An EIS must be written to comprehensively address the noise issue, which the DEA skirts by simply stating that because of the location and the “ambient noise level from the traffic is quite high” “it is not anticipated that the proposed improvement for this property will have a significant impact upon the existing noise condition.”
32. The DEA is silent on the use of fiberglass and resins for boat repair and how non-boat related customers would be impacted from the noxious smell when these products are used. It is critical that an EIS be written so that these critical issues are addressed **before** the project is approved and the complaints start pouring in and pitting necessary businesses needs against tourists desires.

Submitted by,



Donna Wong
Executive Director

KIUCHI, NAKAMOTO & TANAKA
ATTORNEYS AT LAW

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July 14, 2010

Ms. Donna Wong
Executive Director
Hawaii's Thousand Friends
25 Maluniu Ave., Suite 102
Kailua, HI 96734

Dear Ms. Wong:

This responds, on behalf of Honey Bee USA, Inc., to your organization's comments to the Draft Environmental Assessment dated May 14, 2010.

This project has presented several challenges to Honey Bee USA, Inc. The primary challenge was creating an attractive development with a "Hawaiian sense of place" while combining that with an industrial boat repair yard and fuel dock and producing the revenue that was needed to pay DOBOR the rent set forth in its RFP. Contrary to what has been said in two community meetings, that rent is not too high given the site's location in Waikiki and as important, DOBOR has recognized that in order to maximize the return on its lands that this site must become a viable commercial development and not just a boat repair facility and fuel dock. It is simply not fair that this site is underutilized at a time when the State of Hawai'i is in a budget crisis. The rent from this site goes into the DOBOR fund and without these funds there is not enough money in the state budget to repair harbors throughout the state.

Honey Bee has, in its draft environmental assessment, complied with the contents of an environmental assessment as set forth in §11-200-10 of the Hawaii Administrative Rules. That rule states that what is required, as it relates to a description of the project, is a "general description" of the action's technical, economic, social and environmental characteristics.

With the foregoing in mind, Honey Bee's response to your comments are as follows:

Permits. The land use approvals required for this project are set forth on page 8 – "Land Use Approvals Required". Issuance of a zoning variance is not required prior to the submission of a Draft Environmental Assessment. Honey Bee intends, consistent with Sec. 21-2.50 of the City Land Use Ordinance, to submit all of its City permits and approvals at the same time and have them processed concurrently. This includes the application for the Special Management Area Use Permit (SMP). The preparation of a Environmental Assessment is the first phase of the SMP process. No shoreline certification is necessary because the shoreline in this case is beyond the mouth of the Ala Wai Boat Harbor and thus this development is not "along the shoreline". This is noted on the "Notes to Drawings" which states: "The two properties do not front the

shoreline and thus no shoreline survey has been prepared.” The grading and grubbing permits, the demolition permit and the building permit (of which electrical and plumbing is included) is mentioned in the EA on page 8. No stockpiling or excavation permit is needed because as stated in the EA: (a) “minimal grading will be done on the Fuel Dock Site and Honey Bee does not intend to excavate the property (Pg. 10) and (b) as stated in the “Notes to Drawings” “Honey Bee does intend to change the grade on either property. . . . Honey Bee will follow the existing contours and separate the flat portion of the Boatyard Repair Site from the contoured portion with a rock wall, located approximately where the present tile wall is located that performs a similar function.” The approval required relating to a flood zone is approval from DPP because the land is in Flood Hazard Zone A and is NOT a determination of what land is in a Floodplain District. The FEMA maps clearly show the zone that the project is in. This approval is, as with the other DPP permit and approvals, submitted concurrently with all other permits. The permit required to approve a pedestrian bridge from Ala Moana Blvd. to the building is a DPP building permit and a would also be part of the Waikiki Special District permit.

Public Access. There is clearly public access to all areas of the Fuel Dock site, as shown in the drawings, which show kayak racks and surf racks on the site. There is no restricted area on this site. As to the Boatyard Repair Site, access to the area adjoining the water must be weighed against the hazards of allowing the public into an industrial boat repair yard. This being said, Honey Bee has made changes to the project which creates a 10-foot wide dock that will be built for most of the portion of the property adjoining the Ala Wai Channel. The portion surrounding the haul out slip will be restricted from public access for safety reasons.

Privitization of Land. There is no statute, case law, rule or ordinance cited in the letter that would support the proposition that the lease of state lands in the Ala Wai Boat Harbor is not allowed. The letter fails to cite the specific Hawaii Supreme Court case that prohibits the privitization of trust resources. This is probably because there is no appellate case which stands for such a proposition. The State of Hawaii has the authority to issue the RFP pursuant to Sec. 171-59(a), HRS, and this RFP is subject to the restrictions set forth in Chapter 200 of the Hawaii Revised Statutes. No study is required for the state to lease property owned by the state. There are abundant examples of state land adjacent to harbors being leased to private companies, including John Dominis in Kewalo Basin, Fisherman’s Wharf in Kewalo Basin, and the commercial development in Honokohau Harbor in Kailua-Kona. Moreover a portion of state land in the Ala Wai Harbor has already been leased to the Hawaii Prince Hotel. Finally it should be mentioned that the state has already privatized Kewalo Basin by leasing that harbor to a private entity.

Boat Slips. Because of environmental laws, boats cannot be repaired or serviced in the water. The boat slips referred to in the EA are only for boats waiting to be hauled out of the water and serviced. Generally boats are serviced by hauling them out of the water. Thus 2 boat slips for boats waiting to get into the repair facility is sufficient.

Submerged Lands. As stated in the its RFP, Honey Bee intends to lease the following submerged lands for a period of fifty-five (55) years:

a. A 10 ft. by 280 ft. strip on the Ewa side of the present Haul-Out Repair Site, where the state has indicated up to 45 ft. of submerged lands are available. This submerged land goes 10 ft. Ewa from the Haul-Out Repair Site and stretches along the entire property, approximately 280 ft. This is approximately 2,800 sq. ft.

b. A 60 ft. by 108 ft. strip on the mauka side of the Fuel Dock, where the state has indicated up to 80 ft. of submerged lands are available. The approximate width of this strip is 108 ft. going Diamond Head-Ewa, an area of approximately 6,480 sq. ft.

c. A 50 ft. by 108 ft. strip on the makai side of the Fuel Dock, where the state has indicated up to 50 ft. of submerged lands are available. The width of the fuel dock on this side is approximately 108 ft. going Diamond Head-Ewa, creating an area of approximately 5,400 sq. ft.

Solar Energy. As stated on Pg. 11 of the EA: “There are electrical lines going to the Fuel Dock site. However, Honey Bee intends to supplement the transformer on the site with a 35kW solar panel system that will supply approximately 4,500 kWh per month to the building, providing approximately one-third of the total building electrical cost.” Solar energy cannot supply the electricity needed for the entire building simply because there is not enough roof space for the number of solar panels required for solar energy to supply all of the electricity for the building at the Fuel Dock. Honey Bee intends to use most of the roof area to install photovoltaic solar panels.

Legally Recorded Parcels. The land in question is owned by the state. Tax map parcels are issued by the city and are not always based upon recorded parcels of land filed with the Bureau of Conveyances. The correct boundaries have been defined by a survey done by R.M. Towill which will be attached to the lease. A portion of the land included in the RFP has never been recorded in the Bureau of Conveyances but is part of an Executive Order. Honey Bee has obtained the opinion of a title company, which has opined that the state, because it owns the land, does not have to create separate recorded parcels and has the authority to lease the land to Honey Bee.

History of the Property. Honey Bee has attached numerous exhibits and references to sources to support the statements set forth in the EA.

State Jurisdiction. As stated in Paragraph 1 of the EA, the recorded fee owner of the property is the State of Hawaii, Dept. of Land and Natural Resources, Division of Boating and Ocean Recreation (“DOBOR”). The only exception to this, which is also clearly set forth on page 1, is “a strip of land between the former Ala Wai Marine, Ltd. parcel and the sidewalk

along Ala Moana Blvd. (Lot 120 as shown in Exhibit “L”) that is a right-of-way for the Dept. of Transportation” DOBOR issued the RFP because they own the property except for the right-of-way, which is also why the revenue goes to DOBOR.

Remnant Parcel. Sec. 171-52, HRS, allows DLNR to dispose of a “remnant” parcel of land “without recourse to public auction”. This will require the approval of the DLNR board. Honey Bee has requested leasing a portion of Parcel 3 to allow Honey Bee both to increase the number of parking stalls for the project and to increase the size of the boatyard repair facility. Honey Bee, as stated in the EA, provides parking spaces as required by the City Land Use Ordinance.

Public Street. A portion of Parcel 3 is Holomoana St. which is used as a public street but is owned by the state. No portion of Holomoana St. will be leased to Honey Bee.

Wedding Chapel at Fuel Dock. As stated in page 3 of the EA “The Fuel Dock site will have a two-story building called the Diamond Vista Building The building will house businesses on the first floor that will serve the Ala Wai boating community and a wedding chapel on the second floor.” Thus the wedding chapel is depicted in the plans but does not “look” like a wedding chapel but is simply the second floor of the Diamond Vista Building. This is also characterized by DPP as a personal services operation.

Grading. As shown in the topographic map attached to the drawings, the Boatyard Repair Site is fairly flat. As stated throughout the EA, Honey Bee will demolish the existing building and as shown in the drawings the new buildings will not be located where the existing building is. There will be minimal grading, but as stated in the EA a grading permit will be obtained, and a concrete pad will be poured for the new buildings. As new concrete will be poured it is not contaminated and presumably the contractor pouring the concrete will use concrete that is durable and stable, as with any other concrete poured in the state. As stated in the EA, there are no USTs on the site and any contamination will be removed in accordance with environmental standards. Soil tests, which are scheduled for September, 2010, will confirm Honey Bee’s belief that the spread footings will be adequate for the structure proposed (the EA describes that spread footings will be used). Demolition, grading and building permits will all be issued after the soil tests are done but generally none of these permits require the submission of a soil test.

Fuel Dock UST. As stated in the EA, the 2004 Environmental Site Assessment found that “there are no releases from the USTs”. That would be the primary concern because this would be underground and there is no contaminated soil. All of the other potential contaminants, including those that may be in the building, are above ground and a licensed environmental clean-up company will be hired to remove these items prior to demolition in accordance with present environmental regulations.

Retaining Wall. Minimal grading is required for the footings for the retaining wall. The Diamond Head – Mauka side of the Boatyard Repair Site is already graded from the sidewalk to the floor of the majority of the property.

Future Oil Spills. Honey Bee will lease the Fuel Dock fueling facility to an experienced operator who will comply with all environmental regulations. No EIS was required for the present fueling operation and the fueling operation at the Fuel Dock is very similar to the present operation.

Footings and Piles. All three buildings will have spread footings (as stated on Page 10 of the EA) and their depth will be determined after the architect reviews the soil tests.

Height of Buildings. The DPP director will make a determination of the height based upon the application for a zoning variance that will be submitted by Honey Bee. The zoning variance application requires a public hearing.

Filtration System. As stated in the EA: “a state-of-the-art filtration system (a Stormwater RX filtration system) designed to screen out pollutants” will be installed at the Boatyard Repair Site (Pg. 8 – 9, EA). A swirl filtration system will be installed at the Fuel Dock. The quality of the water entering the ocean on both sites must comply with the NPDES permit standards. Detail on the type of system that will be used is required to obtain the NPDES permit.

Parking. There is no “loss” of any parking stalls to the public as a result of this project. The stalls at Ala Wai Marine, Ltd. were never open to the public and the five public parking stalls at the Fuel Dock will remain. While, as with any commercial project, there may be some assigned stalls, most of the parking will be for use by the customers of the project. There is existing public parking stalls near both sites and this will not be appropriated for the project use. The present parking in the harbor all require payment. While Honey Bee will not charge for its parking the parking is limited to customers of its project.

Construction Effects. The Boatyard Repair Site is presently vacant and construction on this site will not affect the present traffic flow patterns. The site is not located adjacent to any boat slips which are presently occupied and as stated on Page 23 of the EA: “a dust fabric barrier will be erected to ensure that minimal fugitive emissions are released to the adjacent area”. Thus, as stated in the EA, there should be minimal impact as a result of the site preparation and construction.

Traffic Patterns. The development will not create any new traffic patterns. As shown in the drawings attached to the EA the entry to the Boatyard Repair Site parking lot is set as far from Ala Moana Blvd. as possible, to avoid the possibility that traffic could cause any back-up onto Ala Moana Blvd. The administrative rules regarding the drafting of an EA do not require any traffic study.

Site Preparation and Demolition. As stated on Page 23 of the EA: “demolition work will take an estimated 2-3 weeks to complete”. Demolition and site preparation will occur on both sites at essentially the same time.

Parking Spaces. No public parking spaces at the Boatyard Repair Site will be closed during demolition. The five parking stalls on the “remnant” portion of Parcel 3 have already been closed off and will remain closed off during construction. There are 47 parking stalls at the Boatyard Repair Site under the revised development plan. 5 of these stalls will be reserved. The remaining stalls will be available to the public, but are limited to customers of the businesses at the Boatyard Repair Site. The stalls will not be metered. There will be 11 parking stalls at the Fuel Dock Site. 5 of these stalls will be reserved. The remaining stalls will be available to the public, but are limited to customers of the businesses at the Fuel Dock Site. The stalls will not be metered.

Tourists on Site. §11-200-10 of the Hawaii Administrative Rules sets forth what must be included in an Environmental Assessment. This administrative rule does not require any pedestrian traffic study be included in the EA. Honey Bee does not anticipate that except for the wedding facility on the second floor of this Diamond Vista Building that there will be any tourist traffic to this building. The businesses on the first floor of this building are not intended to attract tourists but are intended to service the Ala Wai boating community (i.e. – convenience store, Laundromat). The wedding facility on the second floor projects that they will conduct 6 – 8 weddings a day, with 10 – 12 people attending each wedding. Thus the number of tourists at the Diamond Vista Building is projected at 60 – 96 people a day. The wedding facility at the Boatyard Repair Site projects that they will conduct 5 – 6 weddings a day, with 10 – 12 people attending each wedding. Thus the wedding facility at the Boatyard Repair Site projects 60 – 72 tourists a day. The remainder of the traffic at the Boatyard Repair Site will be pedestrian traffic or traffic from neighboring hotels. The location of the Boatyard Repair Site, which is located on Ala Moana Blvd. and not in the Ala Wai Boat Harbor, is less likely to create any impact upon live-aboards or harbor users.

Economic Impact. Honey Bee does not know the exact number of jobs that will be involved in demolition, site preparation or construction work as this has not been sent out for bid yet. The construction, demolition and site work for each site is as follows: Boatyard Repair Site - 7 – 8 months, Diamond Vista Building – 8 – 9 months. There will be 12 retail spaces, 4 restaurant spaces, 5 fast food spaces and 2 office spaces on the Boatyard Repair Site in addition to the wedding operation. Based upon these numbers the projected numbers of jobs available at the Boatyard Repair Site are: 96 retail jobs, 60 fast food jobs, 80 restaurant jobs, 10 office jobs and 5 jobs for the wedding operation. There will be 3 retail spaces and 1 office space at the Diamond Vista Building in addition to the wedding operation. Based upon these numbers the project numbers of jobs available at the Diamond Vista Building are 12 retail jobs, 3 office jobs and 6 jobs for the wedding operation.

The wedding operations project 6 – 8 weddings a day for the Diamond Vista Building and 5 – 6 weddings a day for the Canoe House. As stated above, each wedding will have 10 – 12 people (including the bride and groom) which means a total of 60 – 96 people a day at the Diamond Vista Building and 60 – 72 people a day at the Canoe House. One limousine will bring the bride and groom to the wedding at each site and the remainder of the wedding party will be transported by taxi. There are loading zones shown in the drawings attached to the EA for both sites, where the limousines will park. Honey Bee does not anticipate, because of the size of the wedding party, any vans or tour buses being used. This information is not required in an EA. §11-200-10 of the Hawaii Administrative Rules requires that an EA include a “general description of the action’s technical, economic, social and environmental characteristics”. In doing its analysis Honey Bee considered the foregoing information on the number of people attending each wedding and based upon this believed that the wedding operations were the least intrusive use that provided the greatest revenue to the project. The remaining businesses either: (a) support the Ala Wai boating community, (b) are patronized by pedestrian traffic from Ala Moana Blvd. or the surrounding hotels or (c) are supported by the wedding operations (i.e. – restaurants at the Boatyard Repair Site). This analysis was done and is included in the EA.

Soils. As stated in Pg. 11 of the EA, the soil at the Fuel Dock Site is: “mixed fill land consisting of materials dredged from the ocean and general materials from other sources”. Thus this soil, like the soil at the Boatyard Repair Site, is a mix of light brown silty sand with coral fragments. Based upon this soil mix Honey Bee’s architect determined that a two-story building with steel frame construction could be safely built. Prior to designing the buildings on the Boatyard Repair Site the project architect spoke to a soils engineer and to personnel at Hawaiian Dredging, who were both familiar with the soils in the area. Based upon these conversations the project architect determined that the site would support up to a four-story building with wood, heavy timber construction. §11-200-10 of the Hawaii Administrative Rules does not require details of the construction or the type of foundation. These issues are addressed in other permits and not in an Environmental Assessment.

Topography. As stated on Page 10 of the EA the majority of the site is the same grade, which is between 4.5 feet to 5.5 feet above sea level. The buildings will be constructed on this grade and not on the higher grade. As stated on Page 10 of the EA: “upon demolition of the existing structures the property will be graded, but very little excavation of soil on the base level of the property is anticipated. There will be some excavation where a retaining wall will be built alongside Ala Moana Blvd.” As shown in the drawings the buildings are not “tiered”. Because the retaining wall will hold in the existing soil and very little excavation will be done, there will be very little, if any, disposal of soil.

Surface runoff, drainage and erosion. The boatyard repair operator is required to obtain an NPDES permit because the operator is the entity that causes the discharge. The

NPDES requires that the entity or individual that causes the discharge apply for the permit. Nevertheless, Honey Bee will hire StormwaterRX, which is a company experienced in insuring compliance with NPDES requirements, to design the stormwater discharge system. Page 12 – 13 of the EA sets forth the construction timetable for the project. All construction will be done simultaneously. The boat repair facility in the Ala Wai Boat Harbor was closed by DOBOR in January, 2009. This boat repair facility has not been replaced. The EA does provide a timeline for the construction of the buildings on the Boatyard Repair Site and it should be assumed that this would include the boat repair facility since construction is required on the Boatyard Repair Site for the two buildings on that site. I do find some irony in Hawaii's Thousand Friends taking the position that an Environmental Impact Statement, which will delay this project, should be filed but at the same time asking that the construction of the boat repair facility be expedited.


Construction. Honey Bee USA, Inc. is not related to the Fukunaga Corporation. The project has not yet been sent out for bidding so Honey Bee does not know what company will be contracted to do the site preparation, demolition and construction but Honey Bee intends to: (a) use a Hawaii-based contractor and (b) use a company that will use union labor.

Coastal Views. The view planes (not view "plains") have been preserved from the Ala Moana Bridge. Honey Bee has carefully reviewed the impact of a building of this height in the area and there is minimal impact because of: (a) the small footprint of the buildings, (b) the location of surrounding buildings and (c) the fact that there are numerous buildings in the area that are much taller. There are almost no present views of the ocean from the corner of Ala Moana Blvd. and Iololomoana St. and thus ocean views are not affected from that area.

Noise Impact. The wedding operator has been made fully aware of the noise associated with a boat repair facility and has agreed that it will accept this noise. The wedding operator has made design changes to its facility that insulates the chapel area from the noise. The remaining businesses are no different than businesses in a maritime commercial center where a boat repair facility exists. Tenants in a maritime commercial center lease the space knowing that a boat repair facility is part of the project. As stated above, there are no boat slips with live-aboards in the immediate area.

Thank you for your comments.

Sincerely,



Keith M. Kiuchi

DRAFT ENVIRONMENTAL ASSESSMENT

WAIKIKI LANDING

Honey Bee USA, Inc.

Ala Wai Harbor Fast Lands Project

COMMENTS: May 15, 2010

Sent to: Applicant, Honey Bee USA, Inc
1001 Bishop Street #¹⁰⁹⁰~~1001~~, Honolulu, HI 96813

Recorded Fee Owner, State of Hawaii, DLNR
333 Queen St. #300, Honolulu, HI 96813

Agent, Kiuchi, Nakamoto, Tanaka
1001 Bishop St. #¹⁰⁹⁰~~1001~~, Honolulu HI 96813

Approving Agency, Department of Transportation, Highways Division
869 Punchbowl St. #513, Honolulu HI 96813
Attention Jamie Ho

By Bruce Lenkeit

1741 Ala Moana Blvd. #93

Honolulu HI 96815

808 384 4550

blenkeit@hawaii.rr.com

This is my review of the Draft Environmental Assessment by Honey Bee
See

[http://oegc.doh.hawaii.gov/Shared%20Documents/EA and EIS Online Library/Oahu/2010s/2010-04-23-OA-DEA-Waikiki-Landing.pdf](http://oegc.doh.hawaii.gov/Shared%20Documents/EA%20and%20EIS%20Online%20Library/Oahu/2010s/2010-04-23-OA-DEA-Waikiki-Landing.pdf)

DEA – Waikiki Landing

II. Project Description:

Page 3 Para 1: “55 year lease”

Comment: Sounds like a sale rather than a lease.

“used to repair small boats throughout the State”

Comment: The old yard had enough room for 20+ boats and had a several month wait list to get in. This new 4 to 6 boat space yard is way too small and lacks the support services necessary to be a viable yard. The travel lift (vehicle that moves the boats) has an 20 to 24 foot wheel base and a turning radius of 50 feet that limits spacing between boats in dry dock storage. The existing boat yard proposal is all smoke and mirrors with no serious intent to run a boat yard.

“Public needs for fuel dock”

Comment: There is no details of the size of tanks, will they be gasoline and diesel. Many gasoline fueled boats require ethanol free gasoline. This gasoline is not available from vehicle fuel stations. The Honey Bee diagrams refer to portable tanks with no access to fill them. Also the 2000 gallon tanks that are there now were too small for the large events such as the inter-Island paddling events where hundreds of boats need to be refueled on a single day. Honey Bee does not address the size of tanks they intend to install.

“support services”

Comment: There is no provisions for the necessary support services that any viable boat yard has. Machine shop, rigging shop, hydro wash facilities, toxic paint barriers, dust barriers and many more. These are items that any boat yard has, no matter how small.

Para 2: “upgrade haul out repair facilities”

Comment: They did not address the travel lift (size) that will be required to pull the boats out of the water, cranes to remove masts, what they were going to do to fix to broken down haul out slip that is falling apart. The short version, Honey Bee glossed over what a viable boat yard does and what they intend to do to make it a workable yard.

“to improve marina support facilities”

Comment: addressed above. Also what kind of chandlery shop do they intend to operate. Any boat yard needs a shop to buy parts.

“reasonable return to the State of Hawaii”

Comment: They claim \$550,000 yearly rent for the first ten years and \$88,000 for the submerged lands. If DLNR were truly interested in revenue, they would fill the 100 to 200 vacant slips in the harbor with a waiting list of 5 to 8 years. They have also been sitting on 20+ live a board permits since July 2009 with a wait list of 40+. DLNR has the ability to double the number of live a board permits. If only a portion of the above mismanagement were corrected, DLNR could take in more than one million dollars without giving up anything.

Para 3: “Wedding facility” at fuel dock and boat yard

Comment: A wedding facility in a boat yard or fuel dock does not make any sense except for a revenue generating device. As stated above, DLNR has the ability to generate revenue by correcting mismanagement.

Fuel dock, “two story building with two story observation deck”

Comment: Honey claims that they will build a two story building no more than 25 feet high so as not to unnecessarily disrupt the view plane. Yet they go on to say that two additional floors will be built as observation deck and additional 25 foot flag pole and then a statement that they will not go over 75 feet. This is a bunch of double talk to disguise their true intent.

Page 4 Para 1: “16 boat slips (fuel dock), 2 of these slips used are repair facility”

Comment: If Honey Bee is going to rebuild these 16 boat slips, even though they state they will be floating docks, there has to be an intrusion to the submerged lands to anchor these slips. In another section they claim that there will be no significant or sensitive habitat disruption which cannot be a true statement. Also, where does the DLNR get the authority to lease out the boat slips in the main harbor?

Page 5, 6, 7: History of boatyard and fuel dock.

Comment: More smoke and mirrors. I read this many times and still can't understand it.

Page 7: “restaurant open 8 am to 2 am”

Comment: If a restaurant is open to 2AM, it is also a bar. Honey Bee claims that noise will not be a significant factor which is an untrue statement. Anytime you have a bar operating until 2AM, noise will be a factor, not to mention their small number of parking spaces would not support a late night bar.

Page 8: “zoning variance . . . some questions . . . whether comes within the Public precinct guidelines”

Comment: There is confusion if Honey Bee met the requirements to obtain this variance.

Page 10 Para 1: “demolish structures” (yard)

Comment: Because this is an old building, it will have an asbestos issue and a lead paint issue. This was not addressed.

“some excavations of soil”

Comment: The soil at the old boat yard has been absorbing toxic materials for 30 years. If they disrupt or remove this soil, from an environmental point of view, this was not addressed.

Para 2: “demolish structure” (fuel dock)

Comment: Same comment above for the yard demolish.

“minimal grading”

Comment: Minimal grading at the fuel dock? Through the years there have been major fuel spills and there are two multi thousand gallon fuel tanks below the surface that were taken out of service because they leak. This was not addressed. Also the foundation of the fuel dock has been undercut from years of erosion and would have to be fortified before any structure could be built there. This would also effect the leaking fuel tanks below the surface.

“existing above ground storage tanks removed”

Comment: Honey Bee did not address what size and what kind of tanks that would replace to two 2 thousand gallon surface tanks other than they would be mobile tanks. They don't address if they would have gasoline and diesel, and according the the diagrams, there appears to be no way those mobile tanks can be filled or moved because of designed structures and flora.

“mobile fuel tanks replace two 2000 gal tanks”

Comment: same comment as above.

Page 11 para 1: “39 parking spaces” (yard)

Comment: 39 parking spaces to support several restaurants and bars is not even close. Let alone, the boat yard will have workers brought in by the management and private individuals. The parking is just inadequate. The formula to identify the number of parking spaces is based on retail stores, not workers that would be there all day and bar patrons that will be there half the night.

Para 2: be at least 16 park space” (fuel dock)

Comment: The majority of the 16 parking spaces identified by honey bee at the fuel dock are in the general parking in the harbor. Only 3 or 4 exist within the fuel dock property and if they are used, it will block the use of the boat ramp that they say will be viable.

Page 13 para 3: rent “fixed at \$564K/yr for first 10 years and \$88K/yr for submerged lands”

Comment: This was addressed earlier in the comment section Where DLNR could generate almost double the revenue sighted above by correcting the mismanagement by renting the 100 to 200 vacant slips, issuing live a board permits both of which have long wait lists.

“state budget has reached critical point requiring DLNR to increase user fees”

Comment: Same issue sighted above.

Page 14 para 1: “building less than 25 feet except for the two story observation deck”

Comment: Same double talk issue previously sighted. Honey plans call for a 4 story structure with a maximum height of 75 feet.

Para 2: “soils” no mention of underground tanks at fuel dock and contaminated soil in the boat yard.

Comment: Same issue previously sighted. There are two leaky fuel tanks underground.

Page 15 para 1: “no cooking allowed” (fuel dock)

Comment: none

Para 2: “traffic congestion” “unlikely to create increase of vehicle traffic”

Comment: Untrue statement. Anytime you increase traffic especially with a restaurant and bar, there will be an increase of traffic noise. Let alone the effects of wedding parties.

Para 4: “noise level” “no ambient noise from traffic”

Comment: Same as above.

“no public restaurant planned” (fuel dock)

Comment: A very weak statement. If a public restaurant is not going to be at the fuel dock, just say that rather than this ambiguous statement.

Page 17 para 5: “improve marina support facilities and services”

Comment: This was addressed earlier when it was stated that Honey Bee made no arrangements for the necessary support services that are needed to run a legitimate boat yard.

Page 18 para 1: “improve plan upgrading fuel dock, haul out and marina support facilities”

Comment: Relying on previous comments, the overall result is that both the fuel dock and boat yard will be less than their former acting capacity. This proposal, although will be prettier, will be less functional. The former boat yard operator was forced out of business by DLNR’s mismanagement, and the current operator of the fuel dock operates

at a financial loss because of his beliefs in the good of the harbor which is hindered again by DLNR's mismanagement.

Page 19 para 2: "additional floating docks" (fuel dock)

Comment: This also was addressed earlier. Floating docks cannot be fixed or replaced, or built without intrusion into submerged land which was not addressed from the environmental aspect. The improvements needed to the foundation of the fuel dock hard lands and repair of the perimeter of the fuel dock and boat yard will also have submerged land intrusion without taking into consideration environmental issues.

Page 20 para 1: "dock that will accommodate four boats be renovated"

Comment: Same issues as above.

para 4:

C. SIGNIFICANT OR SENSITIVE HABITATS

The harbor and adjacent land development do not contain any pristine natural environment, and, therefore, no significant natural habitats are affected by this project. The Dept. of Health classifies the Ala Wai Boat Harbor is also classified as a Class 2 artificial basin. Class 2 waters are protected "for recreational purposes, the support and propagation of aquatic life, agricultural and industrial water supplies, shipping and navigation."¹⁹ Thus the Ala Wai Harbor is not a natural wildlife habitat and is to be used for recreational purposes. The pollution of the waters in the Ala Wai Boat Harbor is well documented.

Comment: This statement alone will open up avenues of legal challenge which shows the complete disregard by Honey Bee to address all the environmental issues contained in this document.

Page 22 "height limit of fuel dock is 25 feet except for the observation deck"

"Honey Bee intends to stay under 25 feet height limit because of concerns a taller structure may unnecessarily block view planes."

Comment: Honey Bee building plans show a maximum of a 75 foot limit which includes four stories and a flag pole at the fuel dock site.

SECTION 1A EXHIBITS

Section III Drawings and Plans

B. Site Plans and Floor plans

Boat Yard 10,500 sq. ft. Look at the amount of space allocated for boats in the yard. It is just a fraction of what the previous boat yard had and they suffered from lack of space. With the travel lift, would be lucky to get 4 or 5 boats in there. When the boat yard was functional, they had 20+ haul out spaces and there was a several month wait list to haul out.

There are two drawings, one color and one lined.

Site plan for Diamond Vista (fuel dock): shows 6 parking and no access to proposed mobile fuel tanks and boat ramp.

D. Building Elevations

Fuel dock, section drawings show a four story building with a maximum height 75 feet. What happened to the 25 foot level, two floors????

E. Landscape Plan: No access to fuel tanks and boat ramp

Other items not addressed:

1. To put in floating docks or any dock, you have to anchor them into the submerged land. There was no consideration for the environmental impact of such actions.
2. Both the fuel dock and yard are in need of dock repair which will require intrusion to submerged land.
3. The fuel dock has two buried fuel tanks that have contaminants in them.
4. The boat yard has 30-40 years of contaminants in its soil. The environmental impact was not addressed if the lands are disturbed or removed.
5. Removing structures will have a lead paint and asbestos issues.
6. If there is going to be a boat yard, what precautions will be in place for an environmental accident?
7. How will the boat yard deal with sanding (airborne waste) and water waste during hydro wash (a basic boat yard function.)
8. What arrangements does Honey Bee have for support services (machine shop, rigging shop, parts etc.) that are necessary for a viable boat yard? Honey Bee also did not address a "travel lift" which is a mechanical device to remove the boats from the water and placed on stands in dry dock. They come in many sizes and there should be some minimum size to accommodate the size of boats in this harbor. They also did not address a crane which is necessary to pull the mast from a sailing boat. These items are essential to any boat yard.
9. Sometime back there was a pump out station at the fuel dock to pump out toilet waste. This was not addressed in Honey Bee's proposal.
10. The existing fuel dock has laundry facilities which are heavily used by boaters. Honey Bee's proposal does not address this issue. There are no other commercial operations in this harbor where such facilities could be located.
11. Any boat yard must follow specific environmental laws that I referred in earlier comments. Honey Bee did not address these. They include a water containment system when a boat comes out of the water, all boat yards hydro wash and or scrape the underwater hull to remove sea life which might come from far away lands and toxic

bottom paint. After the boat dries, the hulls are sanded and more toxic dust has to be contained. When the new toxic paint is applied, there has to be a system to prevent the overspray from contaminating the air. All these issues are common issues for a boat yard and Honey Bee did not address them.

KIUCHI, NAKAMOTO & TANAKA
ATTORNEYS AT LAW

AMERICAN SAVINGS BANK TOWER • 1001 BISHOP STREET, SUITE 1090
HONOLULU, HAWAII 96813 • (808) 521-7465 FAX: (808) 521-5873

July 14, 2010

Mr. Bruce Lenkeit
1741 Ala Moana Blvd., #93
Honolulu, HI 96815

Dear Mr. Lenkeit:

This responds, on behalf of Honey Bee USA, Inc., to your comments to the Draft Environmental Assessment dated May 15, 2010. When we received the log of the comments from the Dept. of Transportation last week Wednesday your letter was not shown as being received by DOT. Nevertheless since your letter to us shows that you sent the original to DOT we are responding to your comments.

This project has presented several challenges to Honey Bee USA, Inc. The primary challenge was creating an attractive development with a “Hawaiian sense of place” while combining that with an industrial boat repair yard and fuel dock and producing the revenue that was needed to pay DOBOR the rent set forth in its RFP. Contrary to what has been said in two community meetings, that rent is not too high given the site’s location in Waikiki and as important, DOBOR has recognized that in order to maximize the return on its lands that this site must become a viable commercial development and not just a boat repair facility and fuel dock. It is simply not fair that this site is underutilized at a time when the State of Hawai’i is in a budget crisis. The rent from this site goes into the DOBOR fund and without these funds there is not enough money in the state budget to repair harbors throughout the state.

Honey Bee has, in its draft environmental assessment, complied with the contents of an environmental assessment as set forth in §11-200-10 of the Hawaii Administrative Rules. That rule states that what is required, as it relates to a description of the project, is a “general description” of the action’s technical, economic, social and environmental characteristics.

With the foregoing in mind, Honey Bee’s response to your comments are as follows:

In response to concerns raised by the Ala Wai boating community, Honey Bee has revised its development proposal and has increased the size of the boat repair yard to 16,400 sq. ft. by building a concrete deck for the boats to be serviced. Parking for the commercial spaces will be below this deck and the boat repair yard will be atop this deck. Honey Bee’s boat repair yard will accommodate 11-12 boats that that are 46 ft. in hull length. The actual yard area (subtracting areas of the yard that are used to haul the boats out) is 11,875 sq. ft. By comparison the Ala Wai Marine yard was 13,225 sq. ft. in the yard area only and fit 13-14 boats.

The design of the Fuel Dock building has been revised to place the fuel tanks on the mauka side of the building, adjacent to where a fuel truck would be parked. The fuel tanks will be at least 1,000 gallons each. The pad site for the fuel tanks can accommodate tanks of up to 2,000 gallons and Honey Bee will review fuel consumption information in determining the size of the tanks. That information has not been provided to DOBOR and thus is not available to Honey Bee at the present time. Part of the problem is that DOBOR's records on fuel usage may not be complete because the present fuel dock operator has not, per DOBOR, reported its fuel sales for some period of time. The convenience store operator will now have a door on the Ewa side of the building, where they will be able to see the fuel tanks. There will be no fuel service during the construction period because providing fuel service during construction would not only be dangerous, but would also violate environmental laws. We will look into the event you are describing.

An EA does not require the drafter to detail support services for a boatyard. Honey Bee will build the following facilities for a boat repair facility operator: (a) pressure wash pad site with a closed loop system for the water, (b) a machine shop, (c) vacuum sanders, (d) toxic paint barriers, (e) dust barriers, and (f) storage for customers. Honey Bee is negotiating to purchase a 50-ton travellift, which has a turning radius of 28 ft., not 50 ft. Honey Bee will also purchase a crane to remove masts and has set aside space for the crane to be parked. Honey Bee will also build a chandlery shop for the boat repair facility operator. Honey Bee does not intend to operate the boat repair facility and is a developer. This being said, Honey Bee is negotiating to purchase a used 50-ton Travel-lift. The present haul-out slip will be renovated.

Your concerns regarding vacant slips is best addressed by DOBOR.

Leasing space to wedding operations are intended as a revenue generating operation. The wedding operations project 6 – 8 weddings a day for the Diamond Vista Building and 5 – 6 weddings a day for the Canoe House. Each wedding will have 10 – 12 people (including the bride and groom) which means a total of 60 – 96 people a day at the Diamond Vista Building and 60 – 72 people a day at the Canoe House. One limousine will bring the bride and groom to the wedding at each site and the remainder of the wedding party will be transported by taxi. There are loading zones shown in the drawings attached to the EA for both sites, where the limousines will park. Honey Bee does not anticipate, because of the size of the wedding party, any vans or tour buses being used. The weddings are normally one hour apart so there will be no back-up of limousines and vans. Honey Bee does not believe, based upon the foregoing, that the wedding chapels will cause a parking problem or traffic congestion. The wedding services operations were selected as desirable tenants for the very reason that they do not produce adverse effects such as vehicle traffic and noise that is found with other tenants.

The drawings of the Fuel Dock show a flagpole, and a flagpole only, that extends to 75 feet. Honey Bee has revised the design of the Fuel Dock building to reduce the observation tower to a single story. The observation tower was added in response to a need expressed by DOBOR and does not benefit Honey Bee as Honey Bee will receive no rent from this tower. The majority of the building will be 25 feet in height. The observation tower is 32 ft. by 24 ft. (768 sq. ft.) and will be 15 feet in height. Given that the bulk of the building is only 25 feet in height and only a very small portion is 40 feet in height, there should be no interference with the view planes.

To install floating docks Honey Bee will have to obtain the approval of the Army Corps of Engineers to drive in piles that will anchor these floating docks at the Duel Dock. That application is separate and apart from the EA and takes into consideration any effect that the piles have on the environment. If this creates a problem Honey Bee is prepared not to make changes to the docking area at the Fuel Dock site.

Legally all restaurants with a liquor license are allowed to operate until 2:00 a.m. To accomodate harbor residents Honey Bee will request that all of its establishments close at midnight. Honey Bee is also restricting the class of liquor license that its tenants may obtain. The class of liquor license must be restricted to a restaurant category without live music or dancing unless the restaurant is able to completely soundproof its walls and only in that case will Honey Bee agree to allow the tenant to apply for a restaurant category liquor license with live music. To respond to your concerns about parking, Honey Bee has revised the project to include 47 parking stalls at the Boatyard Repair Site, of which only 5 will be reserved, and 11 parking stalls at the Fuel Dock site, of which only 5 will be reserved. No parking for employees (except the reserved stalls noted here) will be allowed. That will be enforced by security hired by Honey Bee for the project. None of the parking stalls at the Fuel Dock site block the boat ramp. The boat ramp is going to be made viable but it is intended to be used for craft such as kayaks or canoes.

Testing for any contaminants in the soil or in the building will be done prior to demolition. Any substances found will be removed in accordance with all environmental regulations.

Honey Bee has reviewed the 2004 BEI Phase I Environmental Study which shows no such leaks that you have referred to. That report includes a comprehensive report on all fuel leaks in the Ala Wai Boat Harbor. This report states that the State of Hawaii has not required any remediation of the soil at the Fuel Dock. Honey Bee is aware that there may be issues with the rock structure surrounding the Fuel Dock and will make repairs to this structure consistent with a 2000 Engineering study and an engineering report that Honey Bee has already ordered for the Fuel Dock.

Honey Bee does not plan to lease any portion of the Fuel Dock building to a restaurant operator. While plans may change, Honey Bee, after a careful analysis of the Fuel Dock site, has

concluded that a less intrusive use, such as the wedding operation, is more appropriate for this site.

§11-200-10 does not require a study of flora and fauna in the area and §11-200-12, which is the significance criteria for evaluating an EA looks at whether the proposed action “substantially affects a rare, threatened, or endangered species, or its habitat”. Thus Honey Bee has complied with addressing this significance criteria in its EA.

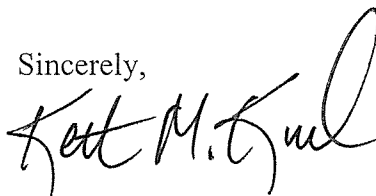
On the Boatyard Repair Site Honey Bee had access to the water quality reports prepared by the previous tenant, Ala Wai Marine, Ltd. to determine the level of contaminants on the surface of the site. These water quality reports, which were submitted up to the time that Ala Wai Marine, Ltd. closed, showed that there were no contaminants being carried by stormwater from the surface of the Boatyard Repair Site into the Ala Wai Boat Harbor. As with the Fuel Dock site, environmental regulations for the removal of any hazardous substances will be followed and a licensed company will be hired to remove these substances. Soil tests will be conducted on this property to determine if there are any contaminants in the soil and Honey Bee has budgeted for the removal if any such contaminants are found. A pad site for pressure washing of boats will be designated in the boat repair yard and the water for this pressure washing will come from a “closed loop” system. Honey Bee is consulting with StormwaterRX, a company based in Portland, Oregon, to design both this “closed loop” system as well as the stormwater filtration system. All water at the Boatyard Repair Site will be funneled through this filtration system.

Honey Bee will have a bilge pump out station at the Fuel Dock.

The inclusion of specific facilities are not required in an EA. Honey Bee does intend to seek a tenant that will operate a Laundromat at the Fuel Dock site.

Thank you for your comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Keith M. Kiuchi". The signature is fluid and cursive, with a large loop at the end.

Keith M. Kiuchi

May 22, 2010

Honey Bee USA, Inc.
c/o Kiuchi, Nakamoto & Tanaka
1001 Bishop Street
ASB Tower, Suite 1090
Honolulu, HI 96813

Department of Transportation, Highways Division
AliiAIMoku Building
869 Punchbowl St., Room 513
Honolulu, HI 96813

Re: Environmental Assessment, Honey Bee Waikiki Landing Project

Dear Sir or Madam:

This letter is being written to comment on the Honey Bee Waikiki Landing Project.

A project of this type is sorely needed in the Ala Wai Boat Harbor. There are areas of the harbor, including the fuel dock and the old Ala Wai Marine site, that have fallen into disrepair and are in need of being renovated. At the fuel dock the concrete apron is falling apart and the building is showing its age. At the old Ala Wai Marine site the entire dock facing the Ala Wai Channel needs to be renovated. The wood dock is rotting and the concrete underneath the wood dock is cracking. The old building where Ala Wai Marine was located is being used by homeless people. In short, the entire area needs to be refreshed. Honey Bee's development proposal will bring welcome changes that will refurbish both of these properties. The Ala Wai Boat Harbor is an embarrassment to the state, even with the recent changes that the state has made. I am in favor of the Honey Bee development because it makes substantial upgrades to the properties. I would like to see what services Honey Bee will offer to the boating community but I think that their development will make both properties look better. If no developer came along, the properties would remain as they are, in a state of disrepair, falling apart, without very much activity in the area.

GORDON W. CAUSHMAN
Gordon W. Caushman
2421 KUSITAKA ST. #2504
Hon. HI 96815

May 22, 2010

Honey Bee USA, Inc.
c/o Kiuchi, Nakamoto & Tanaka
1001 Bishop Street
ASB Tower, Suite 1090
Honolulu, HI 96813

Department of Transportation, Highways Division
AliiAIMoku Building
869 Punchbowl St., Room 513
Honolulu, HI 96813

Re: Environmental Assessment, Honey Bee Waikiki Landing Project

To Whom It May Concern:

I am in favor of the Honey Bee project in the Ala Wai Boat Harbor. The Harbor needs commercial businesses that will bring people to the Harbor and would help revitalize the area. The project also brings a lot of money to the State of Hawaii where the State was not getting much money for these lands in the Harbor. This land is in Waikiki and should be worth a lot more than what the state has been getting. I think that people who don't want the Harbor developed are short-sighted because that is not making the best use of the land.

I don't see that the project would create any environmental problems provided that Honey Bee gets all of the required permits. I think that the project would really improve the area. I also think that the project will provide more jobs, both in the construction and in the shops that are created by the project. In an economic downturn Hawaii really needs a project like this.

Chris MacClure
Chris MacClure

PO Box 75372
Honolulu, HI 96836
United States

May 22, 2010

Honey Bee USA, Inc.
c/o Kiuchi, Nakamoto & Tanaka
1001 Bishop Street
ASB Tower, Suite 1090
Honolulu, HI 96813

Department of Transportation, Highways Division
Aliiimoku Building
869 Punchbowl St., Room 513
Honolulu, HI 96813

Re: Environmental Assessment, Honey Bee Waikiki Landing Project

Dear Honey Bee USA and Dept. of Transportation:

My name is Charles Bellman and I used to be the boatyard manager for Ala Wai Marine. I know the condition of the former Ala Wai Marine property and think that this development would be an improvement to the area. I have seen similar mixed use developments like this on the west coast because I have done business there and I think that this development is similar to some of the harbors that I have seen on the west coast. I also know that by putting in some of the equipment that Honey Bee plans to put in that this will prevent the discharge of pollutants into the Ala Wai Channel. When I was at Ala Wai Marine we had a problem with the Dept. of Health complaining about Ala Wai Marine not getting a NPDES permit. We had problems getting this permit because Ala Wai Marine did not have the money to make the necessary improvements to prevent pollutants from entering the water. But at the same time I know that the water samples that Ala Wai Marine took, just before they closed, showed that there were very few pollutants entering the Ala Wai Channel. Based upon this I do not think that the boatyard is as much of a pollution risk as some people are saying and I do think that the precautions taken by Honey Bee, and the improvements proposed by Honey Bee, will make a huge difference in keeping the adjoining waters pollution free.

I also know from my experience at Ala Wai Marine that boat repair yards do not make money. Ala Wai Marine was losing money even with having 700 boats in the harbor. There were weeks when we were very busy, but there were also weeks when hardly anyone had their boat in for repair. It would be very difficult for the state to see a high amount of rent from a boat repair facility, and it would be impossible for a boatyard repair facility operator to put money to make the type of improvements that

are needed. I see that having commercial businesses is the best way of making sure that there is a boatyard in the Ala Wai because the commercial businesses would pay higher rent than the boatyard could pay. This development is a way of providing the boaters in the harbor with what they need, a boat repair facility, while still giving the State of Hawaii the revenue it really needs from these properties.

The development also really improves the entrance to Waikiki. The Ala Wai Marine building and the surrounding boatyard really looks old and run down, which is not what you want to see when you enter Waikiki. The project makes needed changes in the area and I am in support of the project.


Charles Bellman

57 Arizona Mem Dr #105
Honolulu, HI 96818

To: Applicant: Honey Bee USA, Inc.,
1001 Bishop Street, Suite 1090
Honolulu, HI 96813.
ATTN: Keith Kiuchi, 521-7466 Email: kkiuchi106@cs.com

Cc: Approving Agency: Dept of Transportation, Highways Division,
869 Punchbowl Street, Room 513
Honolulu, HI 96813
Office: 587-2220 Fax: 587-2340

Date: May 20, 2010

Subject: Public comments to the Waikiki Landing Draft Environmental Assessment (DEA). Honey Bee USA, Inc., Ala Wai Harbor Fast Lands Project.

Dear Mr. Kiuchi,

As an architect, designer and user of the Ala Wai boat harbor I have the following comments to the Waikiki Landing, Section I, DEA; dated April 23, 2010.

The mix of commercial uses proposed (wedding Chapels, meeting halls, restaurants and retail commercial spaces) functionally are not appropriate businesses to be located in a recreational boat harbor. Retaining the Fueling of marine vessels and Boat Haul-out facilities are uses appropriate to the boat harbor but the Waikiki Landing DEA minimizes both of the functions and footprints in their proposal for the leased lands.

Per the City & County Land Use Ordinance (LUO) the variances asked for in this proposal are not typically allowed in the Waikiki Special District, Public Precinct and tend to go against the intent of the locate ordinances. (i.e. the heights of the structures proposed are over the 25' height limit allowed in the Public Precinct and will block the major view corridor as noted in the LUO Exhibit 21-9.15).

The DEA makes many assumptions that are not backed up with factual data to support the proposal intent. The main assumption is that there is a need for two wedding chapels in this area. The DEA should provide supporting information justifying this perceived need. It is noted that there are numerous businesses in the immediate area of the harbor & Waikiki currently providing these types of services.

Comments to the DEA requiring more back-up information or clarification include;

Page 7, item 3; there is no description for the operation of the boat haul-out/service area and how this would align with the other proposed operations (i.e. Wedding Chapel services) on the Boatyard Repair site.

Page 9, B, 1 b. Fuel Dock Site. A 1968 Master Plan Report is quoted as the source of why a tower structure is being built on this site. However, there is no mention of whether this is a current DOBOR request/requirement/need/or a requested use by DOBOR. Clarification, update and confirmation of this 32 year old report should be added.

Page 9, B, 3 a. Boatyard Repair Site. The DEA discusses demolition of buildings, building retaining walls and new underground drainage systems but there is no mention of the existing subsurface soil reports, seawalls and their condition. The majority of this site is built on fill and has been used as a boat haul-out/repair yard for over 50 years. Subsurface and shoreline conditions should be investigated.

Page 10, B. 3 b. Fuel Dock Site. The DEA discusses demolition of the fuel dock building and above ground fuel tanks and constructing a new multi-story building and underground drainage systems but there is no mention of the existing seawalls and their condition. This site is built on fill and has been used as a fuel dock for almost 50 years. Subsurface and shoreline conditions should be investigated.

Page 10, B. 3 b. Fuel Dock Site. The DEA discussion of replacing two above ground 2,000 gallon fuel tanks with “mobile fuel tanks” requires further explanation on how a fuel dock functions without fuel tanks in place?

Page 13, C, 2. Social Impact of Project. There is no mention made of positive or negative impacts of the intended boat haul-out tenant next to a wedding chapel or restaurant tenants.

Page 13, C, 3 Economic Impact of Project. The economic impact of construction is short term and the retail study is out of date (from 2008) and hasn't addressed the current surplus of retail space in Waikiki.

Page 15, D, 5 Generation of Air Pollution. The DEA makes no mention of the typical boat haul-out/repair functions which would occur on the site next to the Wedding Chapel which would include power sanding, power washing and power painting of boats and boat rigging.

Page 15, D, 6 Traffic Congestion. The DEA makes no mention of the typical boat haul-out/repair function which would occur on the site next to the Wedding Chapel including on-site cranes used to remove and replace boat masts and rigging and this impact to stretch limousines being used by the other tenants. Also, there would be traffic in connection with the transport of boats on/off site.

Page 15, D, 7 a. Boatyard Repair Site. The DEA makes no mention of the typical boat haul-out/repair functions, and the noise level, which would occur on the site next to the Wedding Chapel and would include power sanding, power washing and power painting of boats and boat rigging.

Page 24, The DEA proposes providing fuel dispensing throughout the harbor from mobile fuel tanks. Verification and confirmation is needed that this commercial function is allowed in a public harbor?

What is being proposed for the intended use of the two lease areas in the harbor; a wedding chapel next to a boat haul-out and repair yard and a wedding chapel next to a boat fuel dock are not compatible. This would not represent the highest and best use for these areas in the harbor. The DEA should indicate a better understanding of what types of services and functions that are required for the main tenants proposed to be retained at the two sites, mainly the fuel dock and boat haul-out/repair facility.

The DEA mentions numerous instances of providing spaces and functional areas to DOBOR but there is no DOBOR, or RFP request being presented in the DEA that such spaces are needed and the DEA provides no justification to naming DOBOR as a tenant.

Redevelopment is needed in the harbor for harbor/boating related opportunities and there should be consideration given to those businesses and development which would be able to survive in the harbor area providing needed functions for both the local residents and visitors.

Respectively yours,

Douglas L. Allen, AIA
Honolulu

5/21/10

To: Highway Division of the Department of Transportation

Fr: Betty A. Marshall, Boat owner with vessel moored at Ala Wai small boat harbor

Re: Honey Bee USA, Inc's development project known as "Waikiki Landing"

Listed are my concerns about Honey Bee USA's plan:

BOATYARD SITE

-An environmental Impact Statement (EIS) must be generated. The state of Hawaii has learned a lesson from the "Super Ferry".

-Honey Bee USA claims that no grading will be required, but the surface is imbedded with old steel railway rails and ties and utility lines. The site will need grading to slope the surface so that water will flow into a collection system. The contaminated soil will be disturbed by the above and will need to be properly dealt with.

-The demolition of the existing buildings will necessitate testing for various toxic materials such as: asbestos, petroleum products, lead paint, varnish, lead solder materials, etc.

-Honey Bee USA proposes use of "spread footings" foundations for a three story building on filled land that has not been load tested. This will call for a substantial evacuation of contaminated soils.

-There is evidence of more than one underground storage tank at this site.

-There was a cesspool on site when the building was constructed in 1955.

-The sea wall built before 1948 is in disrepair and will need to be repaired.

-To correct the condemned wooden dock on the "ewa" side, it must be replaced according to the DHA and will require new pilings.

FUEL DOCK SITE

-The site has been used for over 50 years and the site and soil has not been tested for contaminants.

-There is mention of a cesspool on the site but no definitive statement as to status of the cesspool.

-The proposal states that this site will not be graded.

-The footings for the proposed building will require one to dig into the contaminated soil.

-The present underground utilities must be excavated from this soil.

-There is a "blow hole" on the site which raises the question: What is under the asphalt cap.

-The sea wall needs to be replaced because of disrepair.

-The ten foot wide concrete perimeter apron that runs on three sides of the property is in poor shape with concrete and rebar falling into the sea bed. It will need 100% replacement prior to any building or construction on the site.

-There is no plan to remove the two 2,000 gallon (underground) fuel tanks from this site.

-There is no mention of the impact that 16 boat slips at this site will have on submerged lands and the sea bed.

conclusion, I believe that Honey Bee USA has no experience building upon contaminated sites on or near waterways. A full EIS must be done to protect the submerged lands, the waterways, the adjacent beaches and surf spots, parks, and people who use these facilities and ocean areas.

Thank you for your time and interest,

5/21/10

To: Highway Division of the Department of Transportation

Fr: Forrest S. P. Marshall, Boat owner with vessel moored at Ala Wai small boat harbor

Re: Honey Bee USA, Inc's development project known as "Waikiki Landing"

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-Honey Bee USA proposes use of "spread footings" foundations for a three story building on filled land that has not been load tested. This will call for a substantial evacuation of contaminated soils.

- There is evidence of more than one underground storage tank at this site.
- There was a cesspool on site when the building was constructed in 1955.
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- To correct the condemned wooden dock on the "ewa" side, it must be replaced according to the DEA and will require new pilings

FUEL DOCK SITE

-The site has been used for over 50 years and the site and soil has not been tested for contaminants.

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- The proposal states that this site will not be graded.
- The footings for the proposed building will require one to dig into the contaminated soil.
- The present underground utilities must be excavated from this soil.
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-The sea wall needs to be replaced because of disrepair.

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-There is no plan to remove the two 2,000 gallon (underground) fuel tanks from this site.

-There is no mention of the impact that 16 boat slips at this site will have on submerged lands and the sea bed.

In conclusion, I believe that Honey Bee USA has no experience building upon contaminated sites on or near waterways. A full EIS must be done to protect the submerged lands, the waterways, the adjacent beaches and surf spots, parks, and people who use these facilities and ocean areas.

Thank you for your time and interest,

Katherine Kealoha, Director
Office of Environmental Quality Control
235 South Beretania Street, Suite 702
Honolulu, Hawaii 96813

RECEIVED

2010 JUN 21 P 2:09

POST & MAIL BRANCH

June 14, 2010

Re: Waikiki Landing DEA

Dear Ms. Kealoha,

At the May 20, 2010 Waikiki Neighborhood Board meeting the lawyer, Keith Kiuchi, representing Honey Bee made the following statements:

In response to my question about the DEA lacking information on possible on site contaminants Mr. Kiuchi stated that a FONSI doesn't have to evaluate the presence or impact of possible contaminants. Is this true?

Mr. Kiuchi said several times that the "project will change substantially in response to community input." When asked by a community member if a new DEA or supplemental to the present DEA needed to be done in response to the projected "substantial" changes - Mr. Kiuchi said that "no, we have talked with OEQC." What was the result of that discussion?

Does "substantially changing" a DEA require a supplemental to the DEA? If not, would you please explain why? If a supplemental is needed or required would you please explain the process?

Sincerely,



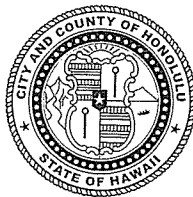
Dave Cooper
1777 Ala Moana Blvd #1132
Honolulu, HI 96815
808-864-8995
captdave@boats4u.com

cc Ms. Jamie Ho
Dept. of Transportation, Highways Division
Aliiaaimoku Building
869 Punchbowl St, Rm 513
Honolulu, HI 96813

DEPARTMENT OF PLANNING AND PERMITTING
CITY AND COUNTY OF HONOLULU

650 SOUTH KING STREET, 7TH FLOOR • HONOLULU, HAWAII 96813
TELEPHONE: (808) 768-8000 • FAX: (808) 768-6041
DEPT. WEB SITE: www.honoluluapp.org • CITY WEB SITE: www.honolulu.gov

MUFI HANNEMANN
MAYOR



DAVID K. TANOUE
DIRECTOR

ROBERT M. SUMITOMO
DEPUTY DIRECTOR

2009/ELOG-2709(JS)
2009/ED-19

December 10, 2009

Mr. Keith Kiuchi
Kiuchi, Nakamoto and Tanaka
1001 Bishop Street
American Savings Bank Tower, #1090
Honolulu, Hawaii 96813

Dear Mr. Kiuchi:

Subject: Draft Environmental Assessment
Waikiki Landing
Honey Bee USA, Inc.
Ala Wai Small Boat Harbor - Fuel Dock and Haul-Out / Repair Sites
1651 and 1671 Ala Moana Boulevard and Ala Wai Yacht Harbor
Tax Map Key 2-3-37: 20 and 2-6-10: Portion of 3, 5, and 16

We regret to inform you that we cannot accept the above Draft Environmental Assessment (DEA) for processing because it is incomplete. The environmental impacts of the proposed project must be assessed under the provisions of Chapter 343 of the Hawaii Revised Statutes (HRS) and Chapter 25 of the Revised Ordinances of Honolulu (ROH). Please include the following information and drawings to complete your DEA:

1. The survey map prepared by R. M. Towill Corporation.
2. The exhibits shall be clearly labeled.
3. Existing and proposed site and building plans, including building elevations. Proposed grading, utility, and landscape plans. Plans shall indicate the:
 - a. Building and floor areas, open space, building setbacks, and yards.
 - b. Overall building heights.
 - c. Capacity of the wedding chapel.
 - d. Location and tax map key of the 23 boat slips to be leased out and the five off-site parking spaces.
 - e. Location of the boat repair facility and relocated electrical transformers.
4. A traffic impact study.

EXHIBIT "Z"

5. A proposed parking plan showing the standard and limousine parking spaces, loading spaces, proposed limousine/shuttle drop-off space(s), and vehicular circulation pattern. The basis for determining the number of parking spaces should be discussed.
6. Maps showing the:
 - a. Special Management Area
 - b. Waikiki Special District with Use Precincts
 - c. Certified Shoreline
7. Describe how Parcels 3 and 15 are used by the Hawaii Prince Hotel (Hotel). The Hotel is not an owner or leasee of Parcel 3.
8. The Boatyard Repair Site consists of three separate parcels. A minor Conditional Use Permit for joint development is required for the proposed development, and should be added to the list of "Land Use Approvals Required."
9. Only "Public Uses" are permitted principal uses within the Public Precinct of the Waikiki Special District. The proposed personal service, commercial, and hotel uses are not uses permitted by a Conditional Use Permit. A Zoning Variance is required for the proposed uses and must be added to the list of "Land Use Approvals Required."

Please provide a description of the storage locker facility. Will a special loading area(s) be required?
10. In accordance with Table 21-9.6(C) of the Land Use Ordinance (LUO), a Major Special District permit is required for new buildings within the Waikiki Special District, and must be added to the list of "Land Use Approvals Required."
11. Provide the Flood Insurance Rate maps for the project sites. A "Request for Flood Determination in the General Floodplain District" for projects within the Flood Hazard Zone A must be submitted to the Department of Planning and Permitting for review and approval, and should be added to the list of "Land Use Approvals Required."
12. Add grubbing and grading permits, building permits, and a National Pollutant Discharge Elimination System permit to the list of "Land Use Approvals Required."
13. Clarify whether the construction of the two projects will be simultaneous or consecutive.
14. Provide a description and/or plans of the type of drainage system proposed for the Fuel Dock site.

15. Describe:
 - a. How the projects are consistent with the General Plan, Primary Urban Center Development Plan, and Public Precinct development standards.
 - b. The impacts of the projects relative to the:
 - Coastal Zone Management objectives and Policies (Section 205A-2, HRS)
 - Special Management Area guidelines (Chapter 25-3.2, ROH)
 - Objectives, General Requirements and Design Controls of the Waikiki Special District (Chapter 21-9.80-1 and 4 of the LUO)
16. Describe the buildings' foundation construction method and depth of building footings.
17. Has a "Phase I Environmental Study" been prepared for the Boatyard Repair site?
18. Provide a study identifying the projects' impact on historic, cultural, and archaeological resources.
19. Provide site photographs, including key map.
20. Provide a completed Office of Environmental Quality Control (OEQC) publication form. You may find the form at the OEQC website at <http://hawaii.gov/health/environmental/oegc/index.html/>.

Lastly, to reduce the volume of the document, please print the DEA in a two-sided format. We look forward to the resubmittal of your DEA. Please submit four copies and one CD version of the DEA for our initial review.

If you have any questions, please contact Joyce Shoji of my staff at 768-8032.

Very truly yours,


David K. Tanoue, Director
Department of Planning and Permitting

DKT:nw

✓cc: Honey Bee USA, Inc.
Department of Land and Natural Resources, Division of Boating and Ocean Recreation

Section II

Red-Lined Copy of Draft Environmental Assessment

~~DRAFT~~ FINAL
ENVIRONMENTAL
ASSESSMENT

WAIKIKI LANDING

HONEY BEE USA, INC.
ALA WAI HARBOR FAST LANDS PROJECT

Parcel 1 (Boatyard Repair Site)
TMK: (1) 2-6-10:5 and 16 and a portion of (1) 2-6-10:3

Parcel 2 (Fuel Dock Site)
TMK: (1) 2-3-37:20

I. GENERAL INFORMATION

A. APPLICANT

Honey Bee USA, Inc.
c/o Kiuchi, Nakamoto & Tanaka
1001 Bishop Street
ASB Tower, Suite 1090
Honolulu, HI 96813
Tel.: 521-7465

B. RECORDED FEE OWNER

State of Hawaii, Dept. of Land and Natural Resources
Division of Boating and Ocean Recreation (“DOBOR”)
333 Queen St., Suite 300
Honolulu, HI 96813
Tel.: 587-1973

C. AGENT

Kiuchi, Nakamoto & Tanaka
Keith M. Kiuchi, Esq.
1001 Bishop Street
ASB Tower, Suite 1090
Honolulu, HI 96813
Tel.: 521-7466

D. APPROVING AGENCY

Department of Transportation, Highways Division
AliiAIMoku Building
869 Punchbowl St., Room 513
Honolulu, HI 96813
Tel.: 587-2220

E. TAX MAP KEY AND LOT AREA

Parcel 1 (Boatyard Repair Site)
TMK: (1) 2-6-10:5 and 16 and a portion of (1) 2-6-10:3
Area: 38,369 sq. ft. (per tax maps)¹

¹ Per a survey map completed by R.M. Towill, which is included with the building drawings that are attached, the area being developed is 45,694 sq. ft. (1.049 acre). The discrepancy can be explained by Honey Bee’s use of a strip of land between the former Ala Wai Marine, Ltd. parcel and the sidewalk along Ala Moana Blvd. (Lot 120 as shown in Exhibit “L”) that is a right-of-way for the Dept. of Transportation and will be used by Honey Bee as part of this project. Honey Bee will also lease from the state additional land of 1,698 sq. ft. that is part of Parcel 3.

Parcel 2 (Fuel Dock Site)
TMK: (1) 2-3-37:20
Area: 15,199 sq. ft.

F. AGENCIES CONSULTED IN MAKING ASSESSMENT

Dept. of Planning and Permitting (“DPP”)
City and County of Honolulu

Department of Public Works
City and County of Honolulu

Department of Transportation Services
City and County of Honolulu

Department of Wastewater Management
City and County of Honolulu

Board of Water Supply
City and County of Honolulu

Honolulu Police Department
City and County of Honolulu

Honolulu Fire Department
City and County of Honolulu

Department of Transportation
Harbors Division
State of Hawaii

Hawaiian Electric Company

II. PROJECT DESCRIPTION

A. GENERAL DESCRIPTION OF PROJECT

1. Brief Project Narrative

The Ala Wai Boat Harbor is the largest recreational harbor in the State of Hawai‘i, sitting at the gateway to Waikiki. Recognizing that the fast lands in this harbor were underutilized for far too long and desiring a developer that would build a commercial development that would provide both revenue and upgraded facilities that support the harbor, the Dept. of Boating and Ocean Recreation of the Dept. of Land and Natural Resources, State of Hawaii (“DOBOR”) issued a Request for Qualifications/Request for Proposal for the Ala Wai Boat Harbor Fuel Dock

and Haul-Out/Repair Sites (the “RFP”) for the development of two non-contiguous parcels of fast lands in this harbor. Honey Bee USA, Inc. (“Honey Bee”) was selected as the developer in this RFP process and will, upon obtaining all permits, receive a 55-year lease from DOBOR. Honey Bee’s development proposal, called “Waikiki Landing”, is a project that strikes a balance between providing for the public needs of the harbor and creating a vibrant maritime commercial center that will serve to bring people to the harbor and provide the state with a fair rent that will be used to repair small boat harbors throughout the state. The project provides for the public needs with a fuel dock, a haul-out boat repair facility, commercial spaces that are accessory to the harbor’s marine activity, support services for harbor residents such as wireless internet access, and government facilities with an observation deck and storage space for DOBOR. The project also offers the public two multi-function spaces that will be used as wedding chapels and meeting halls. The sites in this project are the Boatyard Repair Site (TMK: (1) 2-6-10:5 and 16 and a portion of (1) 2-6-10:3, hereafter referred to by their parcel number), which is located on Ala Moana Blvd., and the Fuel Dock Site (TMK: (1) 2-3-37:20), which is located on Mole “B”² of the Ala Wai Boat Harbor and is presently the site of a convenience store and fueling station.

The objective of the RFP issued by DOBOR was to upgrade the fuel dock and haul-out repair facilities and to improve these marina support facilities and services. These services are critical to the boating community in the Ala Wai Boat Harbor (See, Exhibit “W”). DOBOR also stated in the RFP that it was “seeking to improve its return on these lands and is seeking increased lease rent revenues from the redevelopment of these two sites.” Honey Bee’s proposal meets both objectives. The proposal will build facilities that will integrate with the boat harbor and create attractive public areas that feature architectural components compatible with both the area’s natural beauty and urban location, creating a commercial development that is functional and attractive. The proposal maximizes the use of the valuable location of the land sitting at the gateway to Waikiki, giving a reasonable return from the site to the State of Hawaii while enhancing maritime services for the unique boating community at the Ala Wai Boat Harbor.

Honey Bee proposes to build ~~two~~three buildings on the Boatyard Repair Site, one being a ~~three~~four-story building (the “Boatyard Building”) that will house ~~three~~four floors of commercial shops and restaurants, (b) a two-story building alongside the Ala Wai Channel that will have fast food and restaurant tenants, and the other being (c) a two-story building in the makai-Ewa corner of the property alongside the Ala Wai Channel that will be used as a wedding facility (the “Canoe House”).³ A boat repair facility will continue to operate on the site, but will be upgraded and will feature a state-of-the-art pollution filtration system. The Fuel Dock site will have a two-story building called the Diamond Vista Building⁴ with a two-story observation deck on the top of the building. The building will house businesses on the first floor that will serve the Ala Wai boating community and a wedding chapel on the second floor and will derive

² A “Mole” is a massive, usually stone wall, constructed in the sea, used as a breakwater and built to enclose or protect an anchorage or a harbor.

³ Honey Bee has named this the “Canoe House” because the building will be used as a meeting place and in South Pacific cultures the canoe house was often used as the meeting place in each village.

⁴ The building at the Fuel Dock is named the “Diamond Vista Building” because of its view of Diamond Head in the distance and because the building design is an angular shape.

one-third of its energy needs through solar energy. The ~~two~~single-story observation deck will give DOBOR staff the opportunity to view the entire harbor and will act as a focal point in the harbor. Honey Bee also intends to lease submerged lands from DOBOR. The docks next to these submerged lands will be renovated and Honey Bee will lease out 16 newly renovated boat slips, with two of these slips being used by the boat repair facility.

Many of the comments to the Environmental Assessment were about the size of the boat repair facility. Addressing this concern required Honey Bee to balance the Ala Wai boating community's desire to increase size of the facility while at the same time insuring that there was sufficient commercial space in the project for viable businesses that would create the needed revenue and complying with the desire to see this commercial development become a true reflection of Hawai'i at the gateway to Waikiki. To address these concerns, Honey Bee has increased the size of the boat repair yard to 16,400 sq. ft. by building a concrete deck for the boats to be serviced. Parking for the commercial spaces will be below this deck and the boat repair yard will be atop this deck. The deck will sit 16 ft. above the ground to accommodate the need of both the Dept. of Transportation and DOBOR to bring equipment onto the site to service the debris trap and the Ala Moana bridge. To offset the increased costs of enlarging the boat repair yard and the reduced revenue resulting from a smaller footprint on the first floor of the Boatyard Bldg., Honey Bee's Boatyard Bldg. now rises to four floors (a total of 58 ft. high), an increase from three floors and 45 ft. high. The total commercial space in the Boatyard Bldg. is now 25,087 sq. ft., a slight increase from the 23,630 sq. ft. described in the Environmental Assessment, even with the added floor. But a slight increase in the square footage of commercial space in the Boatyard Bldg. will not make up for the increased costs incurred by Honey Bee in building this concrete deck. In looking for additional commercial space that would not reduce the size of the boat repair yard, Honey Bee focused upon creating a "harbor walk" with restaurants and added a two-story Wharf Building of 7,976 sq. ft. alongside a dock that parallels the Ala Wai channel. This change to the development plan addresses the concern expressed by Hawaii's Thousand Friends in their comment to the Environmental Assessment about a lack of public access to the water areas of the project and creates an attractive ten-foot wide dock with restaurants with a view of the Ala Wai channel. The dock will continue past the wedding chapel to the state work docks, allowing tourists and residents to stroll along the water for the entire length of the property, alongside restaurants that will provide Honey Bee and the state with revenue to offset the costs of the upgrade of the boat repair yard.

In response to concerns about the height of the Diamond Vista Building, Honey Bee has reduced the DOBOR observation deck to a single floor, making the Diamond Vista Building a total of three floors.

2. Site Description

a. Boatyard Repair Site

The Boatyard Repair Site was used as a haul-out boat repair facility through February, 2009, with the majority of the property having been used for those purposes since April 27, 1953 (Exhibit "N"). The Boatyard Repair Site consists of portions of five parcels, which, along with a sixth parcel, were made public land as part of the Ala Wai Boat Harbor in Executive Order No.

2575 (Exhibit “C”). These parcels are: (a) Lot 119-A as shown on Map 54 of Land Court Application 852 (“Lot 119-A”), (b) Lot 1-A as shown on Map 4 of Land Court Application 1092 (“Lot 1-A”), (c) a portion of Grant 2789 to W.L. Moehonua (transferred to the Territory of Hawaii by deed dated May 29, 1920, and recorded at Book 554, Pages 377-383) (“Grant 2789”)⁵, (d) a portion of the “former underwater area of Kalia Fishery transferred to the Territory of Hawaii by Presidential Proclamation No. 1856 dated October 27, 1928” (“Kalia Fishery Parcel”) and (e) a portion of the underwater area transferred to the Territory of Hawaii by Public Law 85-677, dated August 18, 1958 (“Underwater Parcel 2”). Lot 119-A is a Land Court parcel that was formerly part of Lot 119. Lot 119 was created in the consolidation of Lots 5-A-2-B-1, 5-A-2-A and 5-A-1. Lot 1-A is a Land Court parcel that was formerly part of Lot 1 of Land Court Application No. 1092. Grant 2789 is a recorded parcel in the Bureau of Conveyances. The Kalia Fishery Parcel and Underwater Parcel 2 have never been recorded with either Land Court or the Bureau of Conveyances. The legally recorded parcels do not match up with the tax map key descriptions for these properties. The difference between the boundaries of the legally recorded parcels and the boundaries of the tax map key parcels is illustrated in Exhibit “A” attached hereto, which superimposes the legally recorded parcels over the tax map parcels.

The Boatyard Repair Site was a duck and fish pond prior to the construction of the Ala Wai Canal from 1920 – 1928. George S. Kanahēle’s history of Waikiki, the text of which was used for the markers on the Waikiki Historic Trail, notes that the entire area, that is from the present Ala Moana Shopping Center to the area around the present Ala Wai Canal, was filled with taro and rice fields and fish and duck ponds and that a barren swampland existed near the shore where Ala Moana Park presently exists. (Exhibit “T”). These vanished after the canal’s completion in 1928 and Ala Moana Park was constructed in 1931 to replace the barren swampland (Exhibit “T”).⁶ A photograph from the *Board of Health Reports, 1900-1906, Part of the Waikiki Reclamation Committee’s Report on Why the Area Should be Reclaimed*, shows the area near the Ala Moana Bridge prior to the construction of the Ala Wai Canal (Exhibit “O”). This photograph confirms that the area near the Ala Moana Bridge was a duck and fish pond prior to 1920. The underwater lands were filled by 1934 as they appear as land on the Land Court map issued in that year (Exhibit “H”).

After the construction of the Ala Wai Canal most of the Boatyard Repair Site became a public park. A 1934 Land Court Map for Land Court Application No. 852 (Exhibit “I”) shows that the entire Ewa side of the Boatyard Repair Site (including Lot 5-A-1) is a Public Park, as declared by Executive Order 569. The Diamond Head side of the Boatyard Repair Site also became a public park, but several years later. Lots 5-A-2-A and 5-A-2-B-1 of Land Court Application No. 852 (which would later become Lot 119) and Lot 1 of Land Court Application No. 1092 were acquired by the City and County of Honolulu for “park and playground purposes” from Bishop Trust Co., Ltd., Trustee for the Hobron Land Trust, by a “Final Order of Condemnation” dated February 17, 1937 (See, note in the bottom left hand corner of Exhibit “J”),

⁵ The entirety of Grant 2789 to W. L. Moehonua encompasses a large amount of land, stretching from the Ewa side of the Ala Wai Canal through Waikiki up to the intersection of Ala Moana Blvd. and Kalakaua Ave.

⁶ Dillingham Construction used the material dredged to construct the Ala Wai Canal to fill in both the land that became Ala Moana Park and the land beneath what is now Ala Moana Shopping Center.

which is Map 2 of Land Court Application No. 1092).⁷ A 1927 photograph of the site (Exhibit “P”) shows no buildings on the site.⁸ Map 1 of Land Court Consolidation No. 32, dated September 15, 1947 (Exhibit “K”), shows that the land was still owned by the City and County of Honolulu in 1947. Lots 5-A-2-A, 5-A-2-B-1, and Lot 1 were all conveyed to from the City and County of Honolulu to the Territory of Hawaii on January 14, 1949. This is evidenced by the Certificate of Title issued on that date to the Territory of Hawaii (Exhibit “F”); a second Certificate of Title, Exhibit “G”, was issued to the state in 1967 for Lot 119). So at least from 1937 through 1949 the entire Boatyard Repair Site was used as a public park. But while it was used as a park a 1947 photograph shows several buildings on the Boatyard Repair Site (Exhibit “Q”).⁹ The presence of these buildings and the jog in the land that was probably used as a boat slip (See, Exhibit “H”), lead to the conclusion that at some point the property was no longer a park and became a maritime commercial center. The abundance of small boats parked along the Ala Wai Canal in 1947 (See, Exhibit “Q”) supports this theory. It is also likely that the construction of the Ala Wai Boat Harbor, which occurred sometime between 1936 and 1947, resulted in these parcels being used for activities that supported the harbor.¹⁰ As noted below, there were maritime businesses in this area at the time of the April 27, 1953 license between the Board of Harbor Commissioners and Ala Wai Boat Works, Ltd. (Exhibit “N”, the “1953 Lease”).

After the Territory of Hawaii assumed control of the entire property in 1949 it was used to house several small businesses which supported the harbor. These businesses are described in the 1953 Lease, which states that Ala Wai Boat Works was required to “provide space suitable for Tom’s Canvas Shop . . . and space suitable for K. Sumida, Patterson’s Ship Chandlery and E. R. Simmerer and shall also contact Tada’s Lure and Tackle Shop and the Hawaii Yacht Club as to whether they will want space in said building.” The existence of Tada’s Lure & Tackle Shop is also verified by historical pictures (Exhibit “R”). Fisherman weighed their catch at Tada’s as shown in these two historical photographs. Another historical photograph, taken during the 1952 Kamchatka earthquake, shows the area just off of the Boatyard Repair Site (Exhibit “S”). This photograph shows small boats being moored in the area, consistent with the photograph that is Exhibit “Q” and shows a cemented area on the Ewa side of the Boatyard Repair Site. This

⁷ As noted in Exhibit “J” one of the reasons for the condemnation by the City was to give Lot 1 access to Ala Moana Blvd. The fact that the property was condemned addresses community concerns that the Boatyard Repair Site was subject to some trust provision of the Hobron Trust. Since the property was obtained through condemnation there would have been no condition in any deed placed by the Hobron Trust.

⁸ This 1927 photograph, taken after the completion of the Ala Wai Canal (Exhibit “P”), is from an article entitled *Scientific Studies and History of the Ala Wai Canal, an Artificial Tropical Estuary in Honolulu*, by Craig R. Glenn and Gary M. McMurtry, published in *Pacific Science* (1995), vol. 49, no. 4: 307-318.

⁹ This photograph is a collection of photographs owned by Thomas Robison of Portland, OR.

¹⁰ The actual construction date of the Ala Wai Small Boat Harbor is a mystery. The last land court map that shows the “deep water channel” where the harbor is now located and a beach where the frontage road to the harbor is now located is dated in 1936 (Exhibit “J”). The 1927 photograph (Exhibit “P”) shows sand being dredged where the harbor was eventually located. The harbor clearly existed as of 1947, based upon the 1947 aerial photograph (Exhibit “Q”), which shows at least one row of boats in place of where the “beach” was located. By the 1947 land court map (Exhibit “K”) the beach is gone and parcels created in its place. George S. Kanahale’s history of Waikiki (Exhibit “V”, Pg. 1) stated that the area fronting the Ilikai Hotel was plentiful with fish until the early 1930’s. Based upon the foregoing it is likely that the Ala Wai Small Boat Harbor was built sometime between 1936 and 1947.

supports the other evidence that the Boatyard Repair Site from 1947 - 1953 was a commercial maritime area where these small boats would go for services. The adjoining parcel, parcel 16, housed the Harbor House Café, was described in the 1953 Lease (Exhibit “N”). The Harbor House Café restaurant building is shown on the diagram on Executive Order 2575 (Exhibit “D”). This restaurant also had a storage building, which was torn down and described in the 1953 Lease. The buildings on the property are outlined in the map attached to Executive Order No. 1795 (Exhibit “G”). The Harbor House Café was, as described in the 1968 Ala Wai Boat Harbor Master Plan completed by Donald Wolbrink and Associates, Inc., an “old mama-san’s restaurant which used to be located in the Ala Wai Marine, Ltd. building” (See, Exhibit “V”).

Tada’s and some of the other small businesses closed in 1953 when parcel 5 was leased to Ala Wai Boat Works, Ltd. (the predecessor in interest of Ala Wai Marine, Ltd.) on April 27, 1953 as a haul-out boat repair facility (1953 Lease, Exhibit “N”). Harbor House Café continued to operate on Parcel 16 until the late 1960’s when it was leased to Ala Wai Marine, Ltd. under a revocable permit.¹¹ The Boatyard Repair Site (both Parcel 5 and Parcel 16) was used as a haul-out boat repair facility through February, 2009.

The proposed development also includes land that was not leased to Ala Wai Marine but is a part of the proposed development. This land, Lot 120 of Land Court Application No. 852, is between an existing tile wall on Parcel 5 and the sidewalk on Ala Moana Blvd. and is owned by the State of Hawaii under the jurisdiction of the Dept. of Transportation. This strip of land is used as a right-of-way to access the area beneath the Ala Moana Bridge.¹² Honey Bee will provide the state with acceptable access to area. There are no known Underground Storage Tanks (“UST”) on the site. The history of the site shows no prior use as a fuel facility. The entire project area for the Boat Repair Site is 45,694 sq. ft. The site is bordered on the Diamond Head side by a road owned by the state, and further Diamond Head of the road is the Hawaii Prince Hotel. The road is a part of Parcel 3 and the City real property tax division lists its use for resort and hotel purposes despite its Public precinct zoning. The parcel next to Parcel 3, TMK 2-6-10:15, is also zoned Public precinct but is a part of the Hawaii Prince Hotel (the lawn area on the Ewa side of the Hawaii Prince Hotel building and the porte cochere on the makai side of the hotel are in Parcel 15). Adjacent to the Ewa side of the site is the Ala Wai Channel. Next to the mauka side of the site is Ala Moana Blvd. The parcels on the mauka side of Ala Moana Blvd. are zoned Resort commercial. The makai side of the site presently has five parking stalls and a public bathroom. As noted in the footnote below, Honey Bee and the state are discussing an arrangement under which Honey Bee will lease this area. This area is included in the project site in the attached site plans. Makai of this area are work docks that are owned and used by the state

¹¹ The 1971 survey map that accompanied Executive Order 2575 (Exhibit “D”) shows an “Old Restaurant Building” that was still on Parcel 16. Exhibit “B” also shows that Ships Unlimited, Ltd. had a revocable permit for a portion of the area (which is not a part of the Boatyard Repair Site) in 1971. The 1968 Master Plan (Exhibit “V”) describes the Harbor House Café in the past tense, meaning that it had probably closed by 1968.

¹² The project will also include a portion of Parcel 3 that is presently five parking stalls ~~next to and~~ a public bathroom. Honey Bee has made a proposal to the state, outside of the RFP, to lease this portion of Parcel 3 as a “remnant parcel”. While the use of this portion of Parcel 3, ~~which does not include the public bathroom,~~ requires the approval of the Board of Land and Natural Resources, it has been included in this request.

which will not be leased by Honey Bee. There will be a 5-foot wide concrete sidewalk between the work docks and the project site, which will allow access to these work docks.

b. Fuel Dock Site

The Fuel Dock Site was constructed sometime between 1959 and 1963 at the end of a 1,300-foot long former seawall. A single-story building was constructed on the site in 1962 (City and County building permit records) and an August 23, 1962 lease shows that the site was operated as a fueling facility since that date. The site continues to be operated as a fueling facility and convenience store. The site has had USTs but they were all removed in September, 1987. Attached as Exhibit "U" is a January 12, 2004 Phase I Environmental Study done by BEI Environmental Services ("1994 BEI Report") showing that there are no releases from the USTs (Pg. 11, Exhibit "U").¹³ The BEI report also shows that the site formerly had a cesspool, which has long been filled in (Pg. 17, Exhibit "U"). This site is 15,199 sq. ft. and is zoned Public precinct by the City, and designated as Urban by the State. The present tenant on this site, who is a tenant under a month-to-month lease, is Magic Island Petroleum, Inc.

3. Proposed Operations

~~Two~~ Three buildings will be constructed on the Boatyard Repair Site. The Boatyard Building will house ~~three~~ four floors of commercial shops and restaurants. The retail shops in the Boatyard Building will be open from 8:00 a.m. to 11:00 p.m. and the restaurants will be open from 8:00 a.m. to 2:00 a.m. In response to comments, Honey Bee will ask that all restaurants close at midnight. The Wharf Building is a two-story building that will have fast food tenants on the first floor and these tenants will be open from 8:00 a.m. to 10:00 p.m. There will be a restaurant on the second floor of the Wharf Building that will be open from 8:00 a.m. to midnight. The Canoe House on the Boatyard Repair Site is a two-story facility that will be open for weddings. The Canoe House will be open from 8:00 a.m. to 8:00 p.m., and will not have a restaurant or banquet room. The Fuel Dock Site will have offices and retail spaces that will be open from 7:00 a.m. to 9:00 p.m. The wedding chapel on the second floor of the Fuel Dock Site will be open from 8:00 a.m. to 8:00 p.m.

Honey Bee will add a third building on the Boatyard Repair Site called the "Wharf Building". This will house two floors of restaurants, with fast food restaurants on the first floor. The restaurants will be open from 8:00 a.m. to midnight. The Boatyard Building will now be four floors. In response to comments to the Environmental Assessment Honey Bee will ask all tenants to close at midnight.

4. Relation of Parcel to Special Management Area

The Boatyard Repair Site and the Fuel Dock Site are both fully within the Special Management Area. Both sites are beyond the shoreline setback line of sixty feet.

¹³ The 1994 BEI report also states that there was no UST closure report filed because in 1987 these reports were not required at the time. The Hawaii Dept. of Health has stated that they do not intend to perform any site assessment on the former UST site to determine if there were any releases associated with the removal of the USTs.

5. Site Location Map

The Site Location Map is attached as Exhibit “B” in the exhibits. The first page of Exhibit “B” shows the site locations in reference to the Ala Wai Harbor. The second page shows the parcels that constitute the Boatyard Repair Site.

6. Land Use Approvals Required

Honey Bee is applying for a Zoning Variance because the sites are zoned Public precinct and there is some question, because of the intensity of the uses proposed, whether the project uses come within the Public precinct guidelines. Both sites are located in the Waikiki Special District and the Boatyard Repair Site is within the Waikiki gateway area. Because the project proposes the construction of new buildings, a Special District (Major) permit must be issued for both sites. A Conditional Use Permit (Minor) is also needed for the development of the Boatyard Repair Site because three separate tax map key lots will be joined together into a single development pursuant to a Joint Development Agreement and for the Fuel Dock site because that site will utilize off site parking. Grubbing and grading permits will be required for site work, as well as a demolition permit to demolish the existing buildings. Building permits will be required for both sites. A National Pollutant Discharge Elimination System (NPEDS) permit will be required prior to a boatyard repair operation opening for business. DPP approval is also required for a project in Flood Hazard Zone A (Request for Determination in Floodplain District).

B. TECHNICAL CHARACTERISTICS

1. Use Characteristics

a. Boatyard Repair Site

The Boatyard Repair Site sits adjacent to Ala Moana Blvd. at the gateway to Waikiki. Honey Bee’s proposal, inspired in part by the 1968 proposed Master Plan for the Ala Wai Boat Harbor (Exhibit “V”),¹⁴ transforms this site from a dated boat repair yard into a maritime commercial center, featuring ~~two~~three buildings: a wedding facility on the makai side of the property (the “Canoe House”),¹⁵ ~~and a three~~four-story commercial building (the “Boatyard Building”) on the mauka side of the property fronting Ala Moana Blvd., and a two-story building with food tenants (the “Wharf Building”) along the Ala Wai channel. The site will have a boat repair yard of approximately ~~10,500~~16,400 sq. ft. which will be located on the extreme Ewa side of the property and will be upgraded with new equipment to haul out boats and a state-of-the-art

¹⁴ The 1968 Proposed Master Plan for the Ala Wai Boat Harbor was a government project approved by the legislature (See, Exhibit “V”). That project was conceived as a public works project even though it had many commercial elements. This project is different only in that Honey Bee will not undertake the refurbishment of the harbor itself, which was not part of the RFP, and that private money, instead of government money, will create, as the 1968 report stated: “support facilities and services . . . to achieve a “mix” of quality recreation experiences through the optimum use of land and water resources within the harbor complex.”

¹⁵ DPP has characterized the proposed use of the Canoe House as a “personal services” operation because it focuses on commercial activity and the use has not been characterized as a meeting facility or a church.

filtration system (a Stormwater RX filtration system) designed to screen out pollutants. A pressure wash pad with a closed loop pressure wash system will be included in the boatyard. Honey Bee will also build storage lockers for uses of the boat repair yard that can be used by boat owners to store their belongings while their boats are serviced. Honey Bee will also build a storage area in the boatyard above the boatyard offices that will be used by the State of Hawai'i for its own storage needs and the boatyard operator. The Boatyard Building will house three-four floors of commercial shops and restaurants. The design of the Boatyard Building reflects its location with a Hawaiian maritime design, featuring horizontal siding painted white.¹⁶ The entryway to the Boatyard Building from Ala Moana Blvd. on the second floor is a three-story covered atrium, letting in natural light through a skylight. The roof will be a modified Mansard roof with terra cotta tile, designed to hide solar panels and air conditioning units on the roof.

Honey Bee has increased the size of the boat repair yard to 16,400 sq. ft. Honey Bee's boat repair yard will accommodate 11-12 boats that that are 46 ft. in hull length. The actual yard area (subtracting areas of the yard that are used to haul the boats out) is 11,875 sq. ft. By comparison the former Ala Wai Marine yard on the site was 13,225 sq. ft. in the yard area only and fit 13-14 boats. All of this comes at a cost to Honey Bee. The addition of the concrete deck will cost Honey Bee an additional \$2 million dollars in construction and development costs. The increased size of the boat repair yard resulted in Honey Bee decreasing the footprint of the Boatyard Bldg. along Ala Moana Blvd. (reduced from 9,120 sq. ft. on the first floor in the environmental assessment to 5,831 sq. ft. on the first floor in this latest proposal). Not only has the size and capacity of this yard been increased in this revised development proposal, but Honey Bee has also added additional facilities. The boat repair yard offices have increased from 460 sq. ft. (in the Boatyard Bldg.) to 1,319 sq. ft. in a freestanding building. The increased size allows for the inclusion of a ship's chandlery and a machine shop (in earlier versions the machine shop was located next to storage space for the boat repair facility). Storage space has been added (14 storage lockers of 24 sq. ft. each, 5 ft. high) that will allow boaters using the repair yard to store their belongings from the boat on site instead of having to use another storage facility. Additional storage space (1,300 sq. ft.), which can be used by DOBOR as well as the boat repair yard operator, has been added above the boat repair yard offices. The facility will also use the latest technology to prevent polluting the nearby Ala Wai channel. Vacuum sanders, which capture 90% of the dust from sanding fiberglass hulls, will be used as will a closed loop pressure washing system, allowing water runoff from washing boat hulls to be recycled. Pressure washing of the hull will be limited to a specific area using a closed loop system. A water filtration system, with a retention tank, will filter out pollutants in the water carried off from the repair yard from rainwater. While this filtration system, from StormwaterRx, was included in the original proposal, Honey Bee has increased its capacity and added a retention tank. The addition of the concrete deck for the boat repair facility also allows Honey Bee to build a repair yard that is fully compliant with environmental laws. The grading that would have been necessary to create "French drains" below the surface of the boatyard is no longer required. An updated drainage system and a state-of-the-art filtration system are not only needed, but are required under the present environmental regulations. The entryway to the

¹⁶ The term used by Honey Bee is a tribute to the early architecture found near Hawaii's two major harbors, Honolulu Harbor and Lahaina Harbor. The design is similar to Hawaiian Mission architecture featuring wood horizontal siding painted white.

Boatyard Building has also changed. This entryway from Ala Moana Blvd. welcomes guests with a three-story atrium with a glass roof letting in natural light.

The Canoe House on the Boatyard Repair Site is a two-story facility with a building footprint of approximately 2,253 sq. ft. The first floor of the Canoe House will house offices and dressing rooms. The second floor will have a chapel that will seat 20 - 25 people. The Canoe House will be of a Hawaiian renaissance design, similar to the design of the Moana Hotel with columns ringing the perimeter of the structure. It will retain the characteristics of a wedding chapel while having a Hawaiian sense of place. The Canoe House will be on a landscaped area of approximately 8,000 sq. ft.

b. Fuel Dock Site

The Fuel Dock site has tremendous potential, sitting on a man-made peninsula dock with its view in every direction. Honey Bee redevelops this site from a fuel depot to a maritime center. The first floor will house services that are essential for boat owners in the harbor (mobile fuel tanks, a convenience store, and offices for businesses that complement the harbor such as yacht brokerages) and the second floor will be leased as a wedding chapel and meeting facility, with large windows that take advantage of the site's views of the city. On the roof Honey Bee will build a ~~two~~single-story observation deck of approximately ~~792768~~ 792768 sq. ft. ~~on each floor that~~ will allow DOBOR staff to observe harbor activity in every direction. Outside of the Diamond Vista Building Honey Bee will build facilities for ocean recreation such as kayak racks and surfboard racks. The observation deck allows DOBOR staff to monitor boats as they complete their required "buoy run" ~~and will also serve as a communication center, with a public address system and weather information warning flags.~~ The intent is to give DOBOR the type of observation tower that meets the vision set for this harbor as far back as the 1968 Ala Wai Proposed Master Plan report (Exhibit "V").

The Diamond Vista Bldg. by Honey Bee has now been slightly reduced in its square footage to 11,404 sq. ft. over two floors with an observation deck on the third floor. This is compared to 11,859 sq. ft. and four floors in the Environmental Assessment. Addressing parking concerns Honey Bee has increased the number of parking stalls on its site from seven to eleven. In response to public comments Honey Bee has reduced the observation deck to a single story and has eliminated weather information warning flags and other navigational aids.

2. Physical Characteristics

The physical characteristics of the project, including the building plans and the site plans are attached. Construction on all three buildings will be simultaneous.

3. Construction Characteristics

a. Boatyard Repair Site

The Boatyard Repair Site presently has a vacated two-story building that housed Ala Wai Marine, Ltd. along with two storage sheds and a concrete block building that houses electrical

transformers. Honey Bee will demolish all of these structures and relocate the electrical transformers to an area underneath a pedestrian bridge from Ala Moana Blvd. The property is already paved and upon demolition of the existing structures the property will be graded, but very little excavation of soil on the base level of the property is anticipated. There will be some excavation where a retaining wall will be built alongside Ala Moana Blvd. Most of the site sits approximately 4.5 ft. above sea level, but the extreme Ewa-mauka corner of this site is 11.51 feet above sea level, sloping down to 6.66 above sea level on the Diamond Head-Mauka corner of the site. The site becomes relatively flat approximately 20 ft. makai of Ala Moana Blvd. Honey Bee intends to build a retaining wall the length along most of the mauka border of the property, adjacent to the sidewalk on Ala Moana Blvd. This will create a courtyard area that is the same grade as most of the site. In this courtyard area Honey Bee will place an interactive water feature and attractive landscaping. An Entry Plaza will be built on the Diamond Head-mauka corner of the property, which is only slightly higher than the base level of the property. This will allow pedestrians to access the courtyard area via a graded entry on the Diamond Head side of the property while newly constructed stairs allows an entry from the Ewa side of the property. A wide pedestrian bridge affords access from Ala Moana Blvd. to the second floor of the Boatyard Building, which is entered through a three-story atrium with a glass roof. As stated above, the architecture of the Boatyard Building will be a Hawaiian maritime design with white vertical siding beneath a modified Mansard roof. The building will be of wood construction. The footings for this building will likely be a spread footing. The Canoe House will be 4558 ft. high, with high ceilings on the second floor, and the Boatyard Building will be 4558 ft. high. Details on the floor area of these buildings is set forth in the next section. The construction of the Canoe House will be wood with stucco walls in a Hawaiian Renaissance design. The footings will be a spread footing. The adjoining property, where the Hawaii Prince Hotel is located, is zoned for a height of 350 ft. This property presently has a 25 ft. height limit but the LUO states that the height limit in a Public precinct is left to the discretion of the director of DPP. There is no other property in this corridor that has a height limit of less than 220 ft.

As stated above, the Boatyard Building is now four stories high for a total height of 58 ft. The Wharf Building, a two-story building housing restaurants, has been added to the project.

b. Fuel Dock Site

The present building on the site is a 1,431 sq. ft. one-story building with masonry walls. Honey Bee intends to demolish this building and construct a two-story building of 25 ft. in height and with a footprint of 4,~~581~~4,588 sq. ft. on the first floor and 6,~~486~~6,048 sq. ft. on the second floor, with a tower that extends an additional ~~25~~14 ft. for a total building height of ~~5039~~5039 ft. The building will be constructed of steel beams. The bottom of the Diamond Vista Building will have a rock wall face with windows providing the siding for the remainder of the building. The roof of the Diamond Vista Building will have solar panels, which will supply one-third of the building's total energy needs. Minimal grading will be done on the Fuel Dock Site and Honey Bee does not intend to excavate the property. A "swirl" filtration system will be installed at the Fuel Dock Site, allowing draining water to be screened for pollutants before entering the water. The building design is more modern, looking like a ship, true to its location at the point of the Ala Wai Harbor. The existing aboveground storage tanks will be removed and ~~mobile fuel tanks will replace these two 2,000-gallon tanks.~~ will be replaced.

The Diamond Vista Building is now 4,588 sq. ft. on the first floor and 6,048 sq. ft. on the second floor. The tower is now a single story of 768 sq. ft. instead of two stories. The total height of the building has been reduced to 39 ft. The fuel tanks are now fixed instead of mobile and have been moved to an area outside of the building.

4. Floor Area Calculations

a. Boatyard Repair Site

The floor area of the Boatyard Building is as follows: (a) First Floor ~~9,120~~ 5,831 sq. ft., (b) Second Floor ~~8,176~~ 7,995 sq. ft., and (c) Third Floor ~~6,334~~ 5,944 sq. ft. and (d) Fourth Floor ~~5,317~~ sq. ft. The Canoe House will be 2,253 sq. ft. on the First Floor and approximately 1,841 sq. ft. on the Second Floor. The Wharf Building will be 7,976 sq. ft. over two floors. The total square footage of the buildings on the Boatyard Repair Site is ~~27,724~~ 37,157 sq. ft. In the Waikiki Special District the parking ratio is left to the discretion of the director. But for most uses in the Waikiki Special District one parking stall is required for every 800 sq. ft. of interior space. Thus ~~35~~ 47 parking stalls would be required for the Boatyard Repair Site using this ratio. There are ~~36~~ 47 parking stalls and 3 loading zone stalls in the proposed plan (See, Drawings). The Floor Area Ratio for Resort commercial zoning in Waikiki, which is the most applicable zoning to this project, is 1.75. Thus the FAR for the Boatyard Repair Site (which is 48,000 sq. ft.) is well under the allowed density for a Resort commercial zoned lot.

The revised floor area of the Boatyard Building is as follows: (a) First Floor – 5,831 sq. ft. (compared to 9,120 sq. ft. in the EA). (b) Second Floor – 7,995 sq. ft. (compared to 8,176 sq. ft. in the EA) (c) Third Floor – 5,944 sq. ft. (compared to 6,334 sq. ft. in the EA) and (d) Fourth Floor – 5,318 sq. ft. The total square footage of the buildings on the Boatyard Repair Site is 37,157 sq. ft., compared to its previous size of 27,724 sq. ft. in the EA. The Wharf Building is 7,976 sq. ft. in total area over two floors. Because of the increase in the commercial area there are now 47 parking stalls (compared to 36 parking stalls) and 3 loading zone stalls in the proposed plan.

b. Fuel Dock Site

The Diamond Vista Building has a floor area of ~~4,581~~ 4,588 sq. ft. on the first floor and ~~6,486~~ 6,048 sq. ft. on the second floor. The two-story tower is ~~792~~ sq. ft. on each floor of the tower. There is a single-story tower of 768 sq. ft. on the roof of this building. Thus the total square footage for this building is ~~12,603~~ 11,404 sq. ft. There are ~~seven~~ eleven parking stalls on the Fuel Dock Site and there are an additional ~~nine~~ four public parking stalls within 100 ft. of the Fuel Dock site. Thus there will be at least ~~16~~ 15 parking spaces, which meets the required parking ratio for the Waikiki Special District. The Floor Area Ratio is well under the requirement for Resort commercial zoning given that the Fuel Dock Site is 15,199 sq. ft. and the interior square footage of the building to be constructed is ~~12,603~~ 11,404 sq. ft.

The Diamond Vista Building has a floor area of 4,588 sq. ft. on the first floor, 6,048 sq. ft. on the second floor, and a third floor single-story tower of 768 sq. ft. The total square footage

for this building is 11,404 sq. ft., compared to the previous 12,602 sq. ft. There are now eleven parking stalls, meaning that only four parking stalls off-site are required.

5. Utility Requirements

a. Boatyard Repair Site

The existing on-site Hawaiian Electric Co. transformer will be relocated to an area near Ala Moana Blvd. below the pedestrian bridge from Ala Moana Blvd. to the second floor of the Boatyard Building. This transformer will continue to provide electrical power to the facility. Honey Bee also intends to install a 35kW solar panel system tied into the electrical grid. As to this building's water needs, fresh water will be provided by the city's Board of Water supply through an existing 6-inch water main that connects with a water main on Ala Moana Blvd. There will be two new connections to the existing water main.

b. Fuel Dock Site

There are electrical lines going to the Fuel Dock site. However, Honey Bee intends to supplement the transformer on the site with a 35kW solar panel system that will supply approximately 4,500 kWh per month to the building, providing approximately one-third of the total building electrical cost. On the water needs for Fuel Dock Site, fresh water will be provided by the city's Board of Water supply through an existing 6-inch water main. The building will be joined to this existing main through the existing connection at the site.

6. Liquid Waste Disposal

There is an existing 8-inch sewer main at the Fuel Dock that extends out to Mole "B". There is an existing sewer connection at the Fuel Dock to this 8-inch sewer main. There is also an existing sewer connection on the Boatyard Repair Site to the sewer main along Ala Moana Blvd. There is sufficient capacity on both of these sewer mains for this project.

7. Solid Waste Disposal

Honey Bee will contract with a waste disposal company to dispose of all solid waste, which will be kept in rubbish bins.

8. Access to Site

a. Boatyard Repair Site

The Boatyard Repair Site sits fronting Ala Moana Blvd. and will be accessed from Holomoana St., a street off of Ala Moana Blvd. that is on the ewa side of the Hawaii Prince Hotel. The proposed access to the parking lot will be on the Diamond Head-makai corner of the property, which will mitigate any line of traffic coming onto the property.

b. Fuel Dock Site

This property is accessed from Holomoana St. or the extension of Hobron Lane to a frontage road along the Ala Wai Boat Harbor. The frontage road is part of a much larger parcel, TMK (1) 2-3-37:12, which is most of the Ala Wai Boat Harbor. That larger parcel is owned by the State of Hawaii and administered by DOBOR. The frontage road leads to roads that access each of the moles. The Fuel Dock Site is at the end of Mole B.

C. ECONOMIC AND SOCIAL CHARACTERISTICS

1. Project Timetable and Cost

a. Boatyard Building

The timetable for completion of construction of the Boatyard Building (three stories) is 4-~~5~~-6 months at a cost of approximately \$~~5~~-7 million dollars. The construction of the exterior shell should be completed within 4-5 months. Interior construction will take 2 months to complete.

The cost of constructing the Boatyard Building has now increased to approximately \$7 million dollars, and the construction timetable has been modified slightly. The Wharf Building will cost approximately \$1.2 million dollars to build, and should be completed within 3-4 months. The \$7 million dollar construction cost for the Boatyard Building includes the construction of the new concrete deck, which will cost \$1.8 million dollars in construction costs and another \$200,000 in design costs.

b. Canoe House

The Canoe House construction will be completed in 4-~~5~~-7 months. The estimated cost of this construction is \$1.5 million dollars, including interior construction and landscaping.

c. Diamond Vista Building

The exterior construction on the Diamond Vista Building should be completed within 6 months, with the facility being open for business within 6-7 months from the project start date. Exterior construction cost is estimated at \$3.2 million dollars.

d. Wharf Building

The Wharf Building will cost \$1.2 million dollars to build and will be completed within 3-4 months.

2. Social Impact of Project

The project should cause an increase in employment opportunities in the Waikiki region. The retail shops and restaurants in the building on the Boatyard Repair Site will employ several employees that will create these new employment opportunities. The inclusion of two wedding

chapels in the project will have the additional social effect of marketing Hawaii to the Japanese tourist market.¹⁷ The wedding chapels will show Hawaii's scenic beauty in its best light, serving to market the state to tourists. The proposed improvements will also increase the services to the residents of the Ala Wai Boat Harbor. Some of the intended tenants in the Boatyard Building will provide harbor residents with better access to their basic shopping needs. Honey Bee will provide additional services to this community by providing a wireless network that may be accessed by all members of this boating community.

The positive social impact of this project that should not be overlooked is how this development improves the aesthetics of this entry into Waikiki. Concerns that the site be developed in a manner befitting a major entry into Waikiki has been expressed by both the City Dept. of Planning and the Hawaii Prince Hotel. The Director of the Dept. of Planning was concerned that the building on the Boatyard Repair Site offset the "concrete canyon" that has been created by the high-rise hotels and condominiums along Ala Moana Blvd. The management of the Hawaii Prince Hotel wanted a development that was attractive to replace the clutter that existed when Ala Wai Marine was on this property since the property is within the view plane of many of its hotel rooms. Honey Bee was then presented with the challenge of creating an attractive development with a "Hawaiian sense of place" while combining that with an industrial boat repair yard. The opportunity that this project presented to Honey Bee as well as to the State of Hawaii is to create a truly iconic development that will revitalize the Ala Wai harbor by transforming a dated, dirty boat repair yard into a maritime commercial center. As important, it presented Honey Bee with the opportunity to create a development that would be for many tourists, the first building that they see as they enter Waikiki. This first impression is important. The building is a four-story wood building with its entry on Ala Moana Blvd. being a three-story atrium with a glass roof. It will be quite a contrast to the concrete buildings in the area. The site cannot, as suggested by a few members of the the Ala Wai boating community, be only a boat repair yard. Not only does such a restricted use not produce the needed revenue for the State of Hawaii rent for DOBOR, but it is also does not modernize or enhance a significant not a fitting entry into Waikiki. This project then has a positive social impact beyond increasing employment opportunities and increasing services for harbor residents.

3. Economic Impact of Project

This project will have a positive economic impact in the area at a time when it is sorely needed. The project impact is two-fold. First, Honey Bee is paying rent that is far beyond the rent paid by the previous tenants in these fast lands. Honey Bee's rent is fixed at \$564,000 a year for the first ten years for the fast lands and slightly more than \$88,000 a year for the submerged lands. The previous tenants paid a combined total of approximately \$150,000 a year for the same properties except for the work docks. The rent paid to the State stays in the DOBOR fund, thus providing moneys for the maintenance of all small boat harbors throughout the state. The state's budget has reached a critical point requiring DLNR to increase user fees just to provide basic services and keeping the state's small boat harbors in good repair. These increased rents are a welcome addition to the DLNR budget, especially at this time. The second impact of the project on the economy is the positive effect of this project in a down economy. The construction phase alone will provide needed work for construction companies that are

¹⁷ The wedding chapels will be open to everyone for use but the target market will be Japanese tourists.

lacking for work in this slow economy. A retail study that was ordered by Honey Bee through Sofos Realty (The CoStar Retail Report, Year-end 2008, excerpts of which are attached as Exhibit "X") shows that at year-end 2008 there was no retail space under construction in Waikiki or urban Honolulu (Pg. 9, Exhibit "X") and there was no new retail space available for occupancy on Oahu for the first two quarters of 2010 (Pg. 13 of Exhibit "X"). Only one new retail building was constructed in Waikiki in all of 2008 (Pg. 24, Exhibit "X"). All of this emphasizes the need for this project to help stimulate the economy. The project will also serve to attract additional tourists to the site by way of the two wedding chapels, thus increasing the number of tourists instead of feeding on the existing tourist base.

D. ENVIRONMENTAL CHARACTERISTICS

1. Aesthetics

The Boatyard Repair Site is surrounded by some of the most densely developed lands on the island of Oahu. The Waikiki resort area along Ala Moana Blvd. is characterized by high-rise structures in an area where the building height limit is 350 feet. These high-rise structures form a striking backdrop to the boat harbor as viewed from the ocean. Along Ala Moana Blvd. the ~~three~~four-story Boatyard Building would be one of the lower structures in a mass of high-rise structures, still maintaining the area's view planes to the ocean. The Diamond Vista Building is less than 25 ft. except for the ~~two-story~~ observation deck that will be used by the state. That building is in the shape of a ship, appropriate for its location at the mouth of the harbor.

As stated above, the observation deck is now a single story, mitigating further any negative impact of the height of the Diamond Vista Building.

2. Soils

The 1994 BEI Report (Exhibit "U") describes the soil at the Fuel Dock Site as "mixed fill land consisting of materials dredged from the ocean and general materials from other sources". The Fuel Dock Site was created with fill from a 1,300-foot seawall. At least two-thirds of the Boatyard Repair Site is also filled land consisting of the same materials dredged from the ocean. The remaining one-third of the Boatyard Repair Site is a mixture of fill material consisting of light brown silty sand with coral fragments.

3. Topography

The Fuel Dock Site is flat, approximately 5.5 feet above sea level according to the 1994 BEI Report (Exhibit "U"). The Boatyard Repair Site is level with Ala Moana Blvd. on the mauka side, which sits as high as seven feet above the rest of the property. The property gradually slopes on the mauka side, as it heads towards Diamond Head, where the property is approximately two feet above the base level of the property. The base level of the Boatyard repair Site is flat and sits approximately 4.5 feet above sea level.

4. Surface runoff, drainage and erosion

Both properties are paved and thus erosion of the soil is not an issue. What may be a concern is the runoff of water into the adjoining bodies of water. The Boatyard Repair Site sits adjacent to the Ala Wai Channel and because a boatyard repair facility will continue to operate on a portion of this site, the boatyard repair operator will have to obtain a National Pollutant Discharge Elimination System (NPDES) general permit. This permit is required because any runoff from the servicing of the boats may enter the Ala Wai Channel. To obtain the NPDES permit and insure that the runoff will not pollute the Ala Wai Channel, the floor of this facility will be designed to control storm water discharge by: (a) re-grading the site to funnel the water into a drainage system that utilizes a filtration system to screen out toxic pollutants from the water runoff, (b) curbing the Ewa side of the site to prevent unfiltered water runoff into the Ala Wai channel and (c) installing a drainage system underneath the floor of the boatyard repair facility. The installation of this filtration system will reduce the potential discharge of toxic chemicals into the Ala Wai channel. On the Fuel Dock site the water runoff is less of an issue because no boat servicing will be allowed on this property. Nevertheless, a “swirl” drainage system will be installed on the Fuel Dock Site. This system funnels water into a device, which swirls the water so that pollutants sink to the bottom of the device for removal.

Honey Bee is increasing the size of its filtration system and is installing a retention tank to hold any stormwater overflow. Honey Bee will also build a closed-loop pressure washing system for the boat repair facility, saving on the use of water as well as insuring that dirty water is properly filtered for pollutants.

5. Generation of Air Pollution

In the long run the project is unlikely to generate a significant level of air pollution since its operation does not involve on-site burning of fuels, usage of large amounts of toxic chemicals or waste products, nor any other activity that might produce significant air pollution. As to cooking odors, no cooking will be allowed at the Fuel Dock Site, thus avoiding any issues with the discharge of cooking odors through a ventilation system. There will be at least two cooking restaurants in the Boatyard Building, and cooking odors will be ventilated through an environmental “scrubber” system.

6. Traffic Congestion

The project is unlikely to create any significant long-term increase in vehicular traffic. For the Boatyard Repair Site, most of the customer traffic for the retail shops will come from pedestrian traffic off of Ala Moana Blvd. Some customers for the retail shops may come from users residing in the harbor. Few customers for the retail businesses will drive to the site. The restaurants on the Boatyard Repair Site will service both wedding chapels and these restaurants will rely upon the surrounding hotels and apartments for business, again reducing the vehicular traffic to businesses on this site, and will rely upon some pedestrian traffic from Ala Moana Blvd. Boat owners servicing their boats at the boat repair facility will likely have their boat docked in the Ala Wai Harbor, thus minimizing any vehicle traffic. Wedding customers will be driven to the site by limousines. The level of actual vehicular traffic into the Boatyard Repair Site will not be significant because of the target market and the design of the parking lot, placing the entrance the farthest makai point of the property, mitigates against any potential effect of

traffic to the traffic flow on Ala Moana Blvd. On the Fuel Dock Site the businesses on the first floor will service the residents in the Ala Wai Boat Harbor, again reducing potential vehicular traffic. The Fuel Dock wedding chapel, like the wedding chapel at the Boatyard Repair Site, will rely upon limousine transportation, reducing the actual vehicular traffic.

Honey Bee has ordered a traffic study to be completed by Wilson Okamoto Engineering. This traffic study was commissioned based upon the Dept. of Planning's request. The wedding companies have defined their intended usage. They will average 6 – 8 weddings a day, and each wedding will have 10 – 12 guests. The wedding party will arrive at the site in a limousine and all other parties, which will not be that many additional people, will arrive in separate vehicles or by taxi.

7. Noise Levels

a. Boatyard Repair Site

This site is located adjacent to a major roadway, Ala Moana Blvd., and thus the ambient noise level from the traffic is quite high. It is not anticipated that the proposed improvement for this property will have a significant impact upon the existing noise condition.

b. Fuel Dock Site

The Fuel Dock Site by contrast sits at the end of Mole “B” where there is no ambient noise level from traffic. The use of this building however is limited to uses that would not increase the level of noise. The first floor will have a convenience store and offices and thus the noise level is not expected to increase. The wedding chapel on the second floor will have walls that will contain the noise but the type of wedding parties expected ~~is~~ are not large parties and thus there will be much of an increase in noise. There are no public restaurants planned for the Fuel Dock Site, which will mitigate the level of noise.

8. Flooding and Tsunami Hazard

According to the Flood Insurance Rate Map of the Federal Emergency Management Agency (which is attached with the drawings that accompany this statement), both sites are located in Flood Zone A, which is designated as “undetermined”.

III. PROJECT AND CURRENT LAWS AND DEVELOPMENT STANDARDS

A. HONOLULU GENERAL PLAN AND PRIMARY URBAN CENTER DEVELOPMENT PLAN

The Honolulu General Plan (“General Plan”) sets forth eleven areas of concern in the long-range growth of the Island of Oahu. The viability of Oahu’s visitor industry was so important that it is a central part of the Economic Activity section of the General Plan. To maintain the viability of Oahu’s visitor industry, the City adopted policies that included encouraging private participation in improvements to facilities in Waikiki and providing a high

quality and safe environment for visitors and residents in Waikiki. Honey Bee's project conforms with these policies. The project transforms a dingy industrial looking area into a striking maritime commercial development with much open space, fulfilling the General Plan policy of encouraging private participation in improvements to facilities in Waikiki and creating a quality environment for visitors and residents. The site's proposed uses, light-industrial and commercial, is consistent with the Honolulu City Council's vision, as set forth in the Honolulu General Plan, for marina communities. Item VII, Objective C, Policy 6 of the General Plan encouraged the development of the "Ewa Marina Community" with the development of a "maritime commercial center containing light-industrial, commercial, and visitor accommodation uses." Honolulu's Primary Urban Center Development Plan ("Urban Development Plan") envisioned a future Ala Wai Boat Harbor that included "commercial maritime activity" including offshore activity boats. (Sec. 3.5.1.6 Water Transportation). The Urban Development Plan also encourages an urban waterfront that is a bustling commercial center, stating: "As demonstrated in leading cities throughout the world, recapturing visual and physical access to the urban waterfront can stimulate economic renewal and be a source of civil pride. Waterfront redevelopment can bring vitality and business to commercial centers." (Sec. 3.4.1.1. The Urban Waterfront). Referring to the development of Honolulu Harbor, the Urban Development Plan states "Lands fronting the harbor are a prime site for new commercial, hotel, and residential development." (Sec. 3.4.1.1. The Urban Waterfront). The Urban Development Plan recognized how development on lands near a harbor could serve as a way of stimulating economic renewal with new commercial development. Honey Bee's plan proposes a multi-use maritime commercial center that is consistent with how harbor lands should be developed, as envisioned by the Primary Urban Center Development Plan. The Urban Development Plan recognized the fact that Waikiki "as a mature destination, needs to be refurbished and improved. In addition to upgrading streets and public spaces, the City and State need to adopt policies that will elicit private reinvestment in Waikiki's physical plant." (Sec. 3.4.1.2 Visitor Industry) This proposal refurbishes the improvements on this land, which has remained static since 1953, adds needed public spaces and is a "private reinvestment in Waikiki's physical plant." Honey Bee's plan is also consistent with the State Dept. of Transportation, Harbors Division 2020 Master Plan. In that plan the State envisions a mix of recreational vessels, commercial fishing boats and mega-yachts using Ala Wai Boat Harbor.

Honey Bee's project goes further in meeting the General Plan objectives by incorporating "green" principles in its development. The inclusion of solar energy panels that will provide one-third of the energy needs for the Diamond Vista Building and including recharging facilities for electric cars, meets the General Plan objective (Item VI, Objective C) of fully utilizing proven alternative sources of energy. With all of this Honey Bee still balances its development with protecting and preserving the natural environment (Item III, Objective A) by installing a state-of-the-art pollution filtration system that will prevent pollution of the Ala Wai Channel and by renovating the dock area to enhance the natural environment surrounding the project.

B. ZONING PRECINCT DEVELOPMENT STANDARDS

The Ala Wai Boat Harbor is zoned as a Public precinct. Under Sec. 21-9.80.8 of the LUO: "In the public precinct, public uses and structures may include accessory activities operated by private lessees under supervision of a public agency purely to fulfill a governmental

function, activity or service for public benefit and in accordance with public policy.” To understand how Honey Bee’s proposed uses are permitted uses, a review of DOBOR’s reasons for issuing the RFP is essential. The following language is from the introduction to the RFP:

DLNR’s Division of Boating and Ocean Recreation (“DOBOR”) manages the Ala Wai Boat Harbor and has been implementing a comprehensive improvement plan for the harbor, including but not limited to replacing and rebuilding the fixed and floating docks and upgrading the water and sewer systems.

DOBOR has also determined that the fuel dock and haul-out/repair facilities are in need of upgrading and desires to redevelop the fuel dock and haul-out sites to improve these marina support facilities and services. DOBOR, however, does not possess the funding, expertise or staffing to redevelop these parcels on its own and operate the facilities. In addition, DOBOR is seeking to improve its return on these lands and is seeking increased lease rent revenues from the redevelopment of these two sites. Accordingly, DOBOR is seeking a private entity with the necessary development expertise and financial capacity to redevelop and manage the two parcels under a ground lease arrangement.

The purpose of this Request for Qualifications / Request for Proposals (“RFQ/RFP”) is to solicit and select a qualified private entity to lease and redevelop the Subject Properties (described below) to their highest and best uses to increase the lease rent revenues to the State and improve/upgrade the harbor’s fuel dock and haul-out/repair facilities. The lease revenues generated from the redevelopment will be used to support DOBOR’s operations and ocean recreation programs statewide.

(See, Exhibit “W”, Excerpts from DOBOR RFP)

The RFP is part of DOBOR’s “comprehensive improvement plan” which includes upgrading the fuel dock and haul-out sites and “to improve these marina support facilities and services.” But DOBOR also sought to “improve its return on these lands” using this revenue “to support DOBOR’s operations and ocean recreation programs statewide”. The RFP was intended to find a developer that would both upgrade the fuel and haul-out sites AND increase the revenue on these lands so that DOBOR could support its ocean recreation programs statewide. Thus there is a direct relationship between the RFP and fulfilling “a governmental function, activity or service for public benefit”. Honey Bee’s proposal provides both the long-needed upgrade to the fuel dock and haul-out sites and the revenue to support DOBOR’s programs. The operation of the fuel dock and the haul-out repair facility are not, in and of themselves, profitable. This requires Honey Bee to include uses in its development that will be profitable. The uses proposed by Honey Bee also serve to support the activities in the harbor, by providing space for businesses that support the harbor and providing retail shops and restaurants that serve to attract both tourists and harbor residents. Honey Bee’s development also enhances the services provided to the residents of the harbor and provides DOBOR with sorely needed physical facilities in the harbor. The addition of an observation deck at the Fuel Dock Site and additional storage for DOBOR in the Boatyard Building serves to provide an expansion of space and services for this state agency in economic times where that would not be possible. The wedding chapels will

double as meeting hall space for DOBOR and the Ala Wai boating community, giving them a needed place to meet. ~~The observation deck will also be a display point for weather information warning flags that would be visible to all craft leaving the harbor and would allow DOBOR staff to conduct all weather visual surveys of both the harbor and the area.~~ Honey Bee's principal, Hideaki Shimakura, is a developer in Japan and his family owns a medium-sized construction company in Kyoto. This background, along with the considerable experience of Honey Bee's development team, gives Honey Bee the ability to complete these needed improvements.

The public use here is the Ala Wai Boat Harbor. As the largest recreational harbor in the State of Hawaii it serves an important function as a small boat harbor in an ocean state. But harbors cannot exist alone and must rely upon support facilities, such as a fuel dock and haul-out repair facility and these facilities should be part of an integrated maritime commercial center. That maritime commercial center here also includes additional facilities that the state will use, such as an observation deck, a meeting hall and storage space, making this truly a public project. The uses proposed by Honey Bee are also consistent with the surrounding zoning and do not reflect "spot zoning" where the proposed use is inconsistent with the surrounding zoning. Parcel 15, which is zoned Public precinct and owned by the State, is used by the Hawaii Prince Hotel as part of its hotel complex (the porte cochere area on the Makai side). The uses proposed by Honey Bee are no different than the use that the Hawaii Prince Hotel makes of Parcel 15, which is zoned Public precinct. Unlike the Hawaii Prince Hotel's use of Parcel 15, Honey Bee's proposed uses for its development do support the Ala Wai boating community. Obviously, by the present use of Parcel 15, commercial uses are allowed in a Public precinct. Commercial uses have also been allowed at the Boatyard Repair Site in the past, from the operation of the Harbor House Café through the 1960's, to a building permit being issued for the construction of a skin diving shop in 1979, to a building permit being issued for a Burger King kiosk in 1987.

The development standards in a Public precinct are largely left to the discretion of the director. Honey Bee has, however, provided a 30-foot setback from Ala Moana Blvd. consistent with the site's designation as a Waikiki gateway area. Even if development standards for a resort commercial development were applied, Honey Bee's floor area ratio is well within the allowable calculation and the project observes the transitional height setbacks in the Waikiki district. While the area has a 25 ft. height limit, in a Public precinct the height is within the discretion of the DPP director and the project proposes a modest height of 45~~5~~8 ft. compared to the 300 ft. plus buildings that surround the property. While the parking requirements in the Waikiki Special District are also left in the discretion of the director, Honey Bee will provide one parking stall for every 800 sq. ft. of interior space at the Boatyard Repair Site. The Special District standards for Waikiki require architecture that reflects a "Hawaiian sense of place". The design of the ~~three~~ four buildings all meet that criteria.

C. COASTAL ZONE MANAGEMENT OBJECTIVES AND SPECIAL MANAGEMENT AREA GUIDELINES

The general objective of the Coastal zone management program (Sec. 205A-2, H.R.S.) is to provide recreational opportunities to the public while protecting and preserving our coastal ecosystems. As mentioned above, the project will provide facilities for kayaks and surfers at the Diamond Vista Building. Honey Bee will also provide docking and storage facilities for the

catamarans that service visitors on Waikiki beach. But care has been taken to protect the surrounding waters while providing these facilities. As mentioned above, Honey Bee intends to install a sophisticated pollution filtration system that will insure that pollutants from the boatyard repair operation do not enter the coastal waters. A swirl system will be installed at the Fuel Dock to screen out pollutants. The renovation of the dock near the Boatyard Building and inclusion of additional floating docks near the Diamond Vista Building both serve to enhance public access to the coastal areas. As set forth in the Affected Environment section below, efforts will be made, consistent with Sec. 25-3.2 of the Revised Ordinances of Honolulu, to minimize any effect on the surrounding environment. This section addresses all of the concerns raised in reviewing the development of a project in the special management area.

IV. AFFECTED ENVIRONMENT

A. DESCRIPTION OF SUBJECT SITE AND SURROUNDING AREA

1. Boatyard Repair Site

The Boatyard Repair Site is bordered on the mauka side by a major thoroughfare, Ala Moana Blvd. There is considerable pedestrian traffic past the site on Ala Moana Blvd. as tourists use this path to walk from Waikiki to Ala Moana Shopping Center. On the Diamond Head side of the site is Holomoana St., and farther east of that the Hawaii Prince Hotel. Holomoana St. is not a city and county roadway but is owned by the state (being a portion of Parcel 3) and is zoned as a Public precinct. There is a second parcel on the Diamond Head side of Parcel 3, which is Parcel 15, which is also zoned Public precinct and is used by the Hawaii Prince Hotel for its resort. On the makai side of the site is a public bathroom and five parking stalls. ~~The~~ This area ~~where these five parking stalls are located~~ will be part of this project site. Further makai of that are work docks used by the State of Hawaii. On the Ewa side of the Boatyard Repair Site is the Ala Wai Channel. The dock on the Ewa side of the property, which is a six-foot wide dock that will accommodate 4 boats, will be renovated and a ten-foot wide dock will be constructed. The Boatyard Repair Site sits in the middle of high-rise structures, with a condominium being across the street on Ala Moana Blvd. and the Yacht Harbor Towers condominium being across the street and across Ala Wai Canal. The surrounding area is a very dense urban high-rise environment.

2. Fuel Dock Site

The Fuel Dock Site is a 15,199 sq. ft. property of fill land sitting at the end of Mole "B". Mole "B" is the farthest makai mole in the Ala Wai Boat Harbor. The site is bordered on three sides by water with the Ala Wai Channel being on the Ewa side of the property. All three sides have docks, with 12 boat slips being located on the makai and mauka sides, and the Ewa side being used for mooring for boats refueling. On the Diamond Head side of the property is a road access and a parking lot that is part of Mole "B" and is owned by the State.

B. FLORA AND FAUNA

Ala Wai Boat Harbor and its immediate surroundings are totally developed man-made entities. There are no remaining indigenous land flora and fauna. Landscaping is sparse on both sites and consists of planted materials. There are six planted trees on the Boatyard Repair Site (two coconut trees, two opiuma trees, one banyan tree and one mango tree), none of which have any historical or other significance. There are two coconut palm trees on the Fuel Dock Site. There are only two endangered species in the entire Ala Wai Watershed area, which are the common moorhen and the Oahu elepaio. Both of these are found in the upper forested areas of the Ala Wai Watershed area and are not in the Ala Wai Canal or Harbor area and thus there are no endangered species in the area that will be affected by this project.¹⁸

C. SIGNIFICANT OR SENSITIVE HABITATS

The harbor and adjacent land development do not contain any pristine natural environment, and, therefore, no significant natural habitats are affected by this project. The Dept. of Health classifies the Ala Wai Boat Harbor is also classified as a Class 2 artificial basin. Class 2 waters are protected “for recreational purposes, the support and propagation of aquatic life, agricultural and industrial water supplies, shipping and navigation.”¹⁹ Thus the Ala Wai Harbor is not a natural wildlife habitat and is to be used for recreational purposes. The pollution of the waters in the Ala Wai Boat Harbor is well documented.

D. HISTORIC, ARCHAEOLOGICAL AND CULTURAL SITES

These parcels have no sites of historical or archaeological significance. All of the Fuel Dock Site is filled land, the site having been underwater until Mole “B” was created in the 1950’s. At least half of the Boatyard Repair Site is filled land. The remainder was fish and duck ponds until the construction of the Ala Wai Canal in 1920 –1928 (See, Exhibit “O”). In the excavation of the canal fill was dumped onto the Boatyard Repair Site. Then the area became a public park at least until 1947 (See, Exhibit “J”). Any remnants of cultural sites on the portion that is not filled land have been, by now, submerged or have been removed and destroyed during the construction of the harbor and its land formations.

E. ADJACENT NATURAL RESOURCES

The Ala Wai Boat harbor is bordered to the west by Ala Moana Beach Park and Aina Moana Recreation Area (Magic Island) and to the southeast by Fort DeRussy Beach Park and the Hilton Hawaiian Village Lagoon. All of these recreational areas were artificially created. Most of the terrain was landscaped with planted materials and they do not represent the original pristine environment on which the parks are sited. Historically a deep-water channel was dredged in 1928 after the construction of the Ala Wai Canal, from the Ala Wai Channel through

¹⁸ *Ala Wai Watershed Analysis, Final Report*, Prepared by Townscape, Inc. and Eugene P. Dashiell, AICP in cooperation with Oceanit, July 2003. See also, *Ala Wai Canal Project, Notice of Intent to Prepare an Environmental Impact Statement/Environmental Impact Statement Preparation Notice*, Preparing Agency: U.S. Army Corps of Engineers, Honolulu Engineer District and the Hawai’i State Department of Land and Natural Resources, June 2004.

¹⁹ State of Hawaii Department of Health (DOH), *Hawaii Administrative Rules, Title 11, Department of Health, Chapter 54 Water Quality Standards*

what is now the mauka side of the harbor. That deep-water channel went to what is now Fort DeRussy. The Ala Wai Boat Harbor itself was not constructed until after World War II. The deep-water channel from the Ala Wai Canal to the ocean was not dredged until the 1950's.

F. BODIES OF WATER

Several bodies of water can be found adjacent to Ala Wai Boat Harbor. There is a lagoon at Magic Island, the Ala Wai Canal that empties into the harbor, and the Hilton Lagoon. All of these are artificial man-made creations. The only natural body of water adjacent to Ala Wai Boat Harbor is the Pacific Ocean. The boat harbor itself and its land projections are man-made.

G. COASTAL VIEWS – VISUAL IMPACT

1. Boatyard Repair Site

The vast majority of properties in the Waikiki Special District are allowed to have buildings which are 220 feet to 350 feet high. The adjoining property, upon which the Hawaii Prince Hotel is located, has two towers that are over 320 feet high. Thus the Hawaii Prince Hotel already blocks any view planes from the buildings on the mauka side of Ala Moana Blvd. The buildings on the Boatyard Repair Site will be ~~45~~a maximum of 58 ft. in height, considerably lower than the surrounding buildings. The visual impact of this building has been further mitigated by: (a) the use of a strategically-placed, landscaped open space along Ala Moana Blvd., (b) a low-rise two-story Canoe House in the makai-ewa corner of the property and a low-rise Wharf Building alongside the Ala Wai channel and (c) the project's extensive landscaping. The proposed project preserves and protects significant mauka and makai views through the view corridor in keeping with the LUO guidelines.

The Boatyard Building now increases from 45 ft. in height to 58 ft. in height. This increase in height will have minimal effect on the view planes in the area, given the tall structures along Ala Moana Blvd.

2. Fuel Dock Site

The height limit of the Fuel Dock Site is 25 feet. Except for the observation deck, Honey Bee intends to stay under this 25-foot height limit with the Diamond Vista Building because of concerns that a taller structure may unnecessarily block view planes. The observation deck will be a single-story and is only 792768 sq. ft. and thus will not block any views. This observation deck is needed to give DOBOR a full view of the Ala Wai Boat Harbor. ~~The observation deck will also be a display point for weather information warning flags that would be visible to all craft leaving the harbor and will allow DOBOR staff to conduct all-weather visual surveys of the area.~~

The height of the Diamond Vista Building has now been reduced from 50 ft. in height to 39 ft. in height and all navigation aids have been deleted in response to public comments.

H. QUALITY OF RECEIVING WATER AND GROUNDWATER RESOURCES

The Fuel Dock Site is approximately 2,700 feet below (makai of) the nearest point on the Underground Injection Control (UIC) line (See, Exhibit "C", 1994 BEI Report). The UIC line was established by the State of Hawaii Department of Health (HDOH) to protect groundwater resources. Groundwater landward (mauka) of the UIC line is considered to be a drinking water source. Groundwater seaward (makai) of the UIC line is considered as non-potable and saline. Injection wells are prohibited above (mauka of) the UIC line. The location of a site relative to the UIC line also determines in part, the soil and water chemical concentration action levels for a site. The Boatyard Repair Site is also well makai of this UIC line. Therefore at to both sites the groundwater is not considered a drinking water source, as it is non-potable and saline. According to the HDOH UIC Program Map (See, Exhibit "C", 1994 BEI Report), the nearest drinking water wells are located approximately 1.5 miles to the northeast of the Site. Two irrigation wells are located on the Fort DeRussy Military Reservation about 0.4 miles to the east and southeast. The nearest injection well is located 0.3 miles to the north, at the southeast corner of the Ala Moana Shopping Center along Ala Moana Boulevard.

IV. PROJECT IMPACTS

A. GENERAL

Honey Bee's project creates an attractive mixed use maritime commercial center that will serve the Ala Wai boating community, attract tourists to the Ala Wai Boat Harbor, and provide the state with a fair revenue return. The upgrade to these properties does not come at the expense of the boatyard, but comes with an upgraded boat repair facility, which utilizes the latest technology to insure that pollutants do not enter the Ala Wai Channel. The Diamond Vista Building at the Fuel Dock becomes a boating center in this project, with the first floor of that building providing services that support the boats and residents of the harbor. The inclusion of kayak racks and surf racks make this facility a center for ocean recreation as well as boating recreation. The two wedding facilities (categorized as personal services operations) serve three purposes in this project. First, they provide attractive aesthetics, with the Canoe House at the Boat Repair Site providing a beautifully landscaped area surrounding the building, creating a green oasis in the harbor. Second, they provide the revenue needed, with the least intrusive use, that make this project viable so that services such as the fueling facility and boat repair facility can operate. Third, they will be used by DOBOR as a public meeting facility in a harbor where there is no such meeting facility. The revenue in rent collected from these accessory facilities allow Honey Bee to provide commercial space on the first floor of the Fuel Dock Site at rents far below what is being asked for in Waikiki in addition to allowing the continued operation of the fueling facility and the boat repair facility. In all, the project brings the Ala Wai Boat Harbor closer to the multi-use mainland small boat harbors (such as Marina Del Ray in Los Angeles or Newport Beach) while retaining an important Hawaiian sense of place in the project. The revenue from the wedding chapels also allows the state to provide needed services for the Ala Wai boating community, which are a fueling facility and a haul-out boat repair facility.

There will be some negative air quality and noise impact during construction for both sites (see Demolition and Construction narrative below), in particular with the Boatyard Repair Site where there will be pile driving, concrete pouring, grading and earth moving. Construction barriers will be erected to minimize the effect of air quality and noise during construction. The negative impacts of the construction activity are described below.

The project will have little or no effect on the environment. As the boat harbor and its surroundings are totally developed and contain no indigenous land species, the project will have no significant impact on land flora and fauna. The water quality of the Ala Wai Channel will actually improve as a result of this project. The inclusion of the state-of-the-art stormwater filtration system will insure that pollutants will not enter those waters. Traffic in the area will also not be impacted. Because of the project's target population, which are the Ala Wai boating community (for the Fuel Dock Site), tourists (for the Boatyard Building retail shops), boat owners and boat crews and wedding couples coming to Hawaii to get married (utilizing the two chapels), the area traffic is unlikely to be impacted by this project. The retail portion of the project will rely upon pedestrian foot traffic on Ala Moana Blvd. and the area hotels less than local residents driving to these shops. While the first floor of the Diamond Vista Building will be designed to attract the ocean recreation community, there are local residents that already use the waters in the area and the project's intent is to provide better facilities for all of them, including the renovation of the abandoned boat ramp at the Fuel Dock Site.

B. PROJECT IMPACT DURING DEMOLITION AND CONSTRUCTION

The existing structures will be demolished. Honey Bee intends to demolish these structures by using a hydraulic excavator, with a hydraulic crush "jaws". A dust fabric barrier will be erected to ensure that minimal fugitive emissions are released to the adjacent area. The demolition work will take an estimated 2-3 weeks to complete. Off-duty police personnel will be hired during the demolition period, if needed, for traffic and pedestrian control. Construction of the Boatyard Building will cause minimal interruption of the normal pedestrian flow on Ala Moana Blvd. A construction fence will be erected along Ala Moana Blvd. that will intrude minimally onto the sidewalk along Ala Moana Blvd.

C. POSITIVE IMPACTS

Economic. The economic impact of this project cannot be overstated. The state benefits not only from the increase in lease rent from its present rate of approximately \$150,000 a year (only \$42,000 a year if the rent from the previous boatyard operator is deleted) to almost \$650,000 a year, but from the construction jobs and retail jobs that this project will provide. In a time when there are no proposed commercial projects in urban Honolulu, this project is sorely needed both to provide work for Hawaii's ailing construction industry and to provide jobs in the private sector. The impact of the rent received by the state will be felt especially by DLNR as they would go directly to repair and maintain boating facilities throughout the state.

Aesthetics. The Boatyard Repair Site sits at the gateway to Waikiki and should be, because of its location on the Ala Wai Channel and the surrounding boat harbor, an attractive setting. Because of its industrial nature the former boat repair facility was anything but

attractive. In designing this project care was taken to create as much open space as possible on the Boatyard Repair Site. Visitors can pause at this site as they trek to and from Ala Moana Shopping Center and will no longer have to gaze upon a messy boat repair facility.²⁰ Instead, the boats become part of the attraction with a backdrop of a well-maintained commercial building with a three-story atrium and inviting open areas. The Canoe House acts as a focal point of the project's emphasis on open space, with a simple two-story structure sitting on a landscaped lot that is three times the size of the building itself. The Wharf Building offers residents and tourists a building of fast food establishments and restaurants alongside the Ala Wai channel. The "harbor walk" is a ten-foot wide dock that goes from the present haul-out slip around to the present state work docks, allowing guests to walk around the property along the water. Finally the Diamond Vista Building combines utility with aesthetics. The building size is greatly increased over the former facility, both to enhance the services provided to the boating community and to make use of the site's natural beauty from the second floor. The observation deck fulfills a DOBOR need, to be able to fully view the entirety of the harbor. The project will provide an upgrade to this area, where the concrete docking area has been badly in need of repairs for several years and the where there are no actual boat slips.²¹

The addition of the "harbor walk", a ten-foot dock along the Ala Wai Channel, and the Wharf Building will add to the aesthetics of the project. Honey Bee has added a three-story atrium to the front of the Boatyard Building, allowing in natural light to a central area of the building.

Enhanced Facilities for the Boating Community. The new facilities are an upgrade over what previously existed to serve the boating community. ~~Additional services are added, such as a yacht brokerage and boat sales, by adding additional space on the first floor of the Diamond Vista Building. A mobile fuel tank allows the operator flexibility in providing fuel in all portions of the harbor. Wireless internet will be available for the first time to residents of the harbor and the addition of retail shops in the Boatyard Building will provide shopping for boating residents that are closer than what now exists. The observation deck allows DOBOR to monitor all activity in the harbor from an ideal vantage point, which is not possible now. In all, the project renovates both sites and the dock area adjoining the sites, which have fallen into disrepair. But the real benefit to the boating community is in the revenue paid in rent by Honey Bee that will be used to maintain and upgrade all of DOBOR's facilities statewide.~~

The size of the boat repair facility has now been increased to 16,400 sq. ft. The capacity of this facility has been increased along with an increase in the size of the offices for this facility. This allows the facility to operate a ship's chandlery, selling boating supplies and equipment. Honey Bee has also decided to install a closed-loop pressure washing system and vacuum sanders, which serve to prevent water and air pollution. The addition of storage lockers in the

²⁰ The 1968 Proposed Master Plan recommended that the existing haul-out facility and repair yard "should be visually screened from public view to the extent possible until the existing conglomeration of activities can be consolidated into a single, more attractive and efficient facility." (Exhibit "V", Pg. 11)

²¹ There are no boat slips at the Fuel Dock and boats moor by tying to the concrete apron surrounding the Fuel Dock. Honey Bee will build "floating docks" at the Fuel Dock, which is a welcome improvement from what presently exists. As noted in Honey Bee's response to public comments, these floating docks require approval from the Army Corps of Engineers.

boat repair facility allow boaters to store their belongings while their boats are being serviced. At the Diamond Vista Building Honey Bee has added a Laundromat in response to public comments. The yacht brokerage will be located in the Boatyard Building. The fuel tanks will be fixed, in response to public comments.

Revitalizing the Harbor. This is the first step in making the Ala Wai Boat Harbor a revitalized “working” recreational harbor, where local residents take their boat out of the harbor for weekend and even weekday cruises, and where there is a “buzz” of activity is created by the boats and users of the ocean waters (canoe paddlers, kayaks, surfers). Having adequate support facilities, which this project provides, is a key part of that effort. The harbor will serve to both improve the existing facilities and create an attraction for tourists and transient boaters, which will be drawn by the multi-use nature of this project.

Developing through Green Technology. This development intends to emphasize “green” principals in its development. It will use solar energy at both buildings, but especially at the Diamond Vista Building, which sits in an ideal location to use solar energy and which would relieve the total reliance of the project upon the existing electricity grid. But “green” means more than simply installing solar panels. Both sites will have parking spaces for electric cars, and the paving adjacent to Ala Moana Blvd. will be pervious, to prevent storm water runoff. Windows will reduce heat and be energy efficient. A three-story atrium will let in natural light and will rely upon natural air flow rather than air conditioning. The use of a sophisticated system that screens out pollutants will serve to keep the area waters free from pollution, quite a contrast to the previous tenants. In short, the entire project will be “green”.

D. NEGATIVE IMPACTS

There are few negative long-term impacts from this project. While the properties are developed, they are developed with a minimum of intrusion into the surrounding environment. Instead of a 300 ft. plus building, like the Hawaii Prince Hotel on the adjacent lot, the Boatyard Building will be a modest ~~three~~-four stories, and the other ~~two~~-three structures in the project are only two stories. So while the project does propose buildings that are above the present height limits, that is mitigated by the fact that the buildings are not high-rise buildings and are low-rise structures, and the added height, which is very modest, increases the revenue from the Boatyard Repair Site.

There are several short-term negative impacts brought about by the construction activity. The likely negative impacts would affect air quality and noise quality. Construction vehicle activity will increase automotive pollutant concentrations in the vicinity of the project site. On-site stationary and mobile construction equipment will contribute to excess exhaust emissions. Fugitive dust emissions are likely to increase during the construction period.

VI. MITIGATION MEASURES AND ALTERNATIVES CONSIDERED

A. Mitigation Measures

1. Air Quality

Measures to control equipment and dust emissions are required according to the Department of Health's Public Health Regulations on Air Pollution Control (State of Hawaii). Equipment emissions can be minimized by proper maintenance of all vehicles and equipment. Dust emissions can be minimized by strict adherence to State air pollution control standards.

As stated above, vacuum sanders will be used to reduce any air pollution caused by the grinding of fiberglass hulls.

2. Noise Quality

Audible construction noise will probably be unavoidable during the entire project construction period. Adverse impacts from construction noise, however, are not expected to be in the "public health and welfare" category due to the temporary nature of work and the administrative controls available for its regulations. The contractor will be required to obtain a noise permit if noise levels are expected to exceed allowable levels as specified in the State Department of Health's Public Health Regulations, Title 11, Chapter 43. The contractor is responsible for properly maintaining construction equipment to minimize noise levels. All internal combustion engines will be required to have mufflers or other noise suppression devices in proper working order. Heavy vehicles required for construction must comply with the State Department of Health's regulations for vehicular noise control.

B. Other Alternatives Considered

Honey Bee has, prior to developing this development proposal, looked at other alternatives to the proposed uses that would be less intrusive. Leaving the properties as a haul-out repair facility with some commercial uses and a fuel dock facility with a convenience store does not produce the needed revenue to meet the state's needs. Honey Bee also looked at building a boutique hotel on the Boatyard Repair Site but found that while it produced the necessary income, that it was not compatible with a haul-out repair facility. Honey Bee also met with Waikiki Health Center in an effort to see if a medical clinic was feasible. That was not profitable financially and came with a negative effect, which would be to attract homeless people because of that centers Health Care for the Homeless project. In the original RFP Honey Bee had proposed a nightclub bar for the Fuel Dock. While that alternative was profitable, Honey Bee was concerned that that operation would have negative effects and the late hours may disturb harbor residents. Finally, Honey Bee, in first discussing this project with DPP initially proposed a five-story building on the Boatyard Repair Site. The building height was reduced to address DPP's concerns about the negative aesthetic effect of the height. The proposed uses, including the wedding chapel/meeting place, were the least intrusive uses for the property that still provided the needed revenue. The revenue does more than provide the state with a fair return, in this case the revenue also allows Honey Bee to include in its proposal facilities for the state, such as the observation deck and the storage space, that make this a public works project. Honey Bee has also considered suggestions made in the response to the Draft Environmental Assessment, including placing the wedding chapels atop the Boatyard Building. This alternative is not feasible because it would not produce the rent that Honey Bee will receive from the wedding operator based upon the present site.

VII. RESPONSE TO DRAFT ENVIRONMENTAL ASSESSMENT

Honey Bee has attached the comments it has received in response to its Draft Environmental Assessment as Exhibit "Y". Also attached in Exhibit "Y" is Honey Bee USA, Inc.'s responses to these comments. All of the responses to comments were mailed out or e-mailed out on July 14, 2010. There were two comments that were received by individuals that had no return address or e-mail address and thus no response was sent to them. There were two comments that was received by Honey Bee but was not received by the approving agency and thus no response was sent to that individual and one of those comments were after the May 21, 2010 deadline. Finally one comment was a letter to the Office of Environmental Quality Control, without a copy being sent to Honey Bee USA, Inc. and thus no response was sent to that letter. Exhibit "Z" is a copy of a letter from the City Dept. of Permitting and Planning that sets forth their response to an earlier version of the draft environmental assessment.

VIII. SUMMARY

Honey Bee's development proposal is conscious of its neighbors and surrounding environment, from using "green" principals to providing additional services to the Ala Wai boating community. The proposal also provides much needed revenue for DOBOR programs. Honey Bee's development plan is consistent with what the City and County of Honolulu and the State of Hawaii sees as appropriate development in an urban waterfront. Harbors should be, as stated above, a center for integrated uses, such as light industrial, commercial and visitor accommodation. But responsible redevelopment of an urban waterfront can also bring, as recognized by the Honolulu Primary Urban Center Development Plan, "economic renewal" and "vitality and business to commercial centers". Honey Bee's proposal upgrades and improves this property that is a key gateway to Waikiki, our primary tourist destination. Honolulu's Primary Urban Center Development Plan recognized the fact that Waikiki "needs to be refurbished and improved" through private reinvestment. This proposal refurbishes the improvements on this land, which has remained static since 1953, adds needed public spaces and is a "private reinvestment in Waikiki's physical plant" and reenergizes this urban harbor. The accepting agency should determine that this project has no significant impact on the environment.

Section III

Other Supporting Information

Photos of Site

PHOTOS

Boatyard Repair Site.

General Site Map. Keyed to photographs.

- 1A View of state work docks makai of Boatyard Repair Site.
- 1B View of state bathroom on parcel 3, just makai of Boatyard Repair Site.
- 1C View of makai side of Boatyard Repair Site. Property line is where cement becomes asphalt on left side of photograph. Parking stalls on state property are on the extreme left side of photograph.
- 1D View looking Diamond Head side of Boatyard Repair Site. Photograph looks mauka. Holomoana St. is the road shown in photograph. Hawaii Prince Hotel is on the right side of the photograph.
- 1E Diamond Head side of Boatyard Repair Site. View looks makai from sidewalk. Parking lot access is in red box in photograph.
- 1F View from Ewa corner of Ala Moana Blvd. and Holomoana St. looking Diamond Head. Hawaii Prince Hotel is in the background.
- 1G Ala Moana Blvd. (mauka) side of Boatyard Repair Site. View from Diamond Head corner of Ala Moana Blvd. and Holomoana St. looking Ewa.
- 1H Mauka side of Boatyard Repair Site. View from Ewa-mauka corner of Boatyard Repair Site looking Diamond Head.
- 1I Boatyard Repair Site. View of existing structure from Ewa-mauka corner of property looking makai.
- 1J Ewa-mauka corner of Boatyard Repair Site. View of Ala Wai Channel. Debris trap is within the orange booms in water. Boats will be hauled out at dock on left side of photo.
- 1K Ewa side of Boatyard Repair Site. Looking makai.
- 1L View from Ewa side of Boatyard Repair Site. Looking across Ala Wai channel in Ewa direction.

1M View of property makai side of Boatyard Repair Site. View of site from ocean.

1N View of existing building on Boatyard Repair Site looking in Ewa direction.

Fuel Dock Site.

General Site Map. Keyed to photographs.

2A Fuel Dock Site. View from Diamond Head-makai corner of property looking Diamond Head.

2B Fuel Dock Site. Diamond Head site of property. View from Diamond Head-mauka corner of property looking makai.

2C Fuel Dock Site. View of existing structure on property.

2D Fuel Dock Site. Mauka side of property. Viewed looking Ewa from Diamond Head-mauka corner of property.

2E Fuel Dock Site. Mauka side of property. View looking Diamond Head.

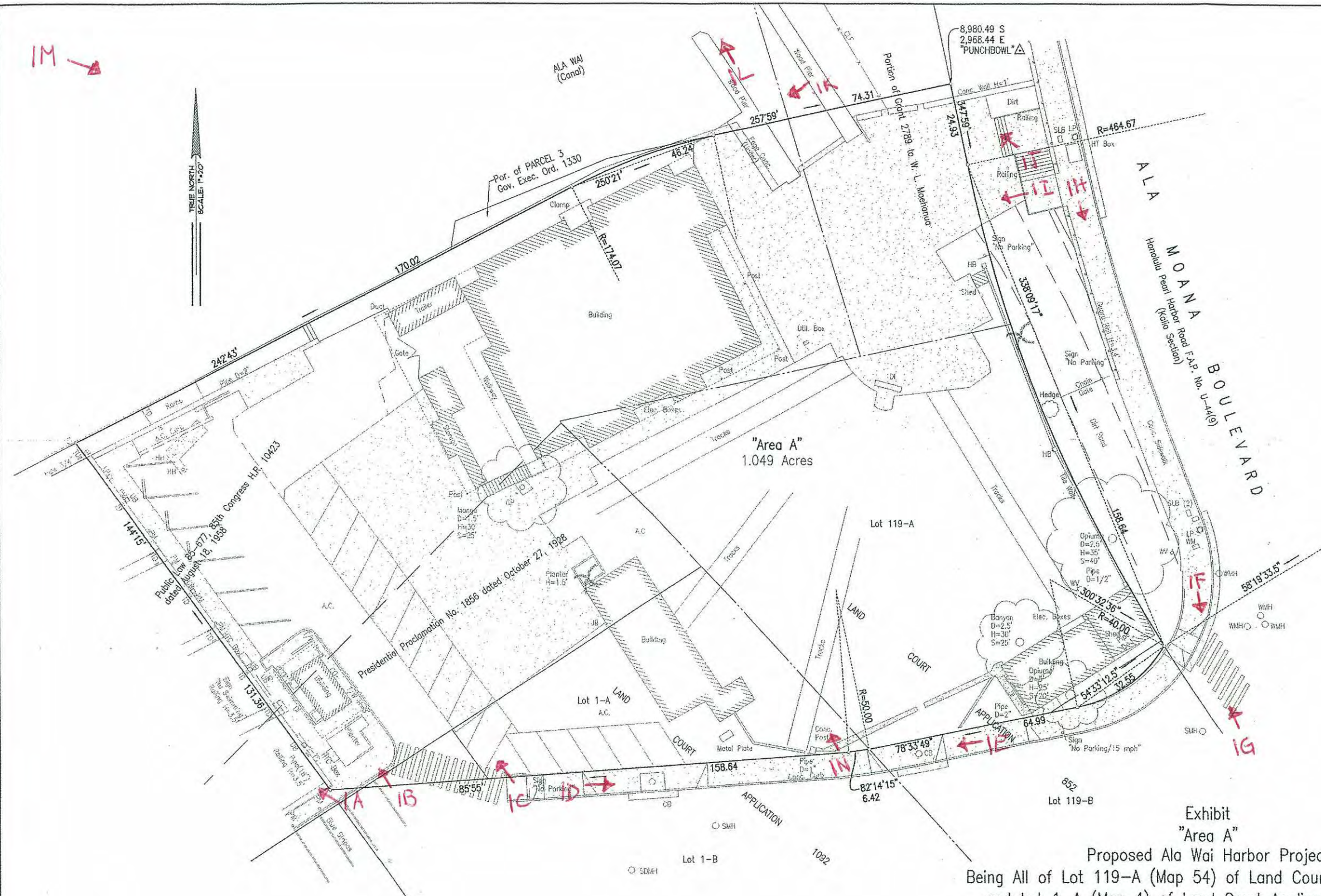
2F Fuel Dock Site. View from Ewa side of property looking Ewa.

2G Fuel Dock Site. Ewa side of property viewed from Magic Island.

2H Fuel Dock Site. Makai-Ewa side of property viewed from Magic Island.

IM

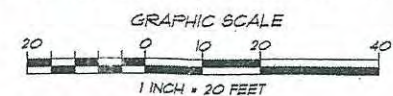
TRUE NORTH
SCALE: 1"=20'



"Area A"
1.049 Acres

ALA MOANA BOULEVARD
Honolulu Pearl Harbor Road F.A.P. No. U-41(9)
Kalia Section

Exhibit
"Area A"
Proposed Ala Wai Harbor Project
Being All of Lot 119-A (Map 54) of Land Court Application 852
and Lot 1-A (Map 4) of Land Court Application 1092; and
a Portion of the following:
Presidential Proclamation No. 1856 dated October 27, 1928,
Public Law 85-677 85th Congress H.R. 10423 dated August 18, 1958,
Grant 2789 to W.L. Moehonua,
Lot 119-B (Map 54) of Land Court Application 852, and
Lot 1-B (Map 4) of Land Court Application 1092
At Kalia, Waikiki, Oahu, Hawaii



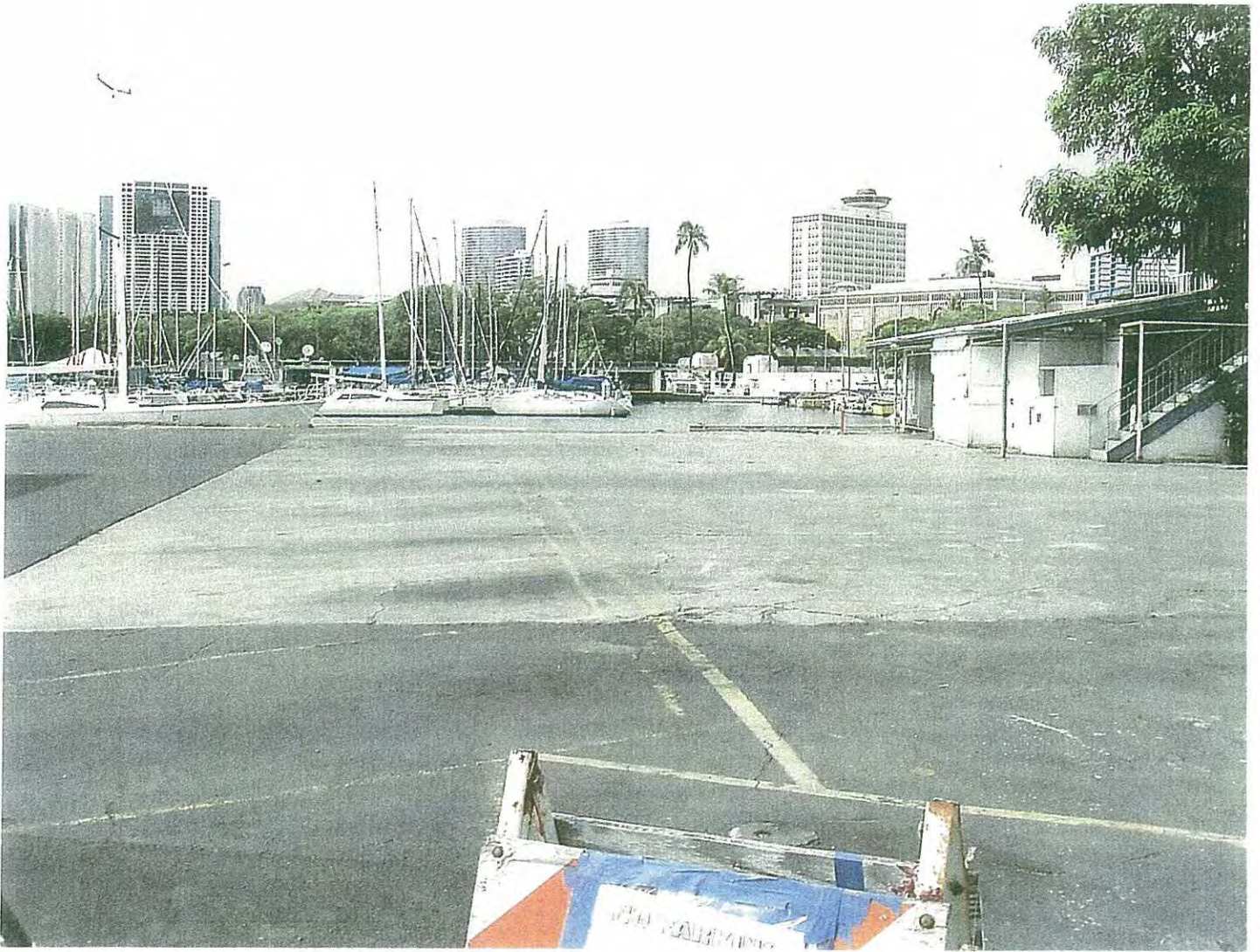
Notes:
Azimuths are referred to Government Survey Triangulation Station
"Punchbowl" Δ.
This plat is for exhibit purposes only and does not purport a legal
subdivision.



1A - View of state work docks makai of Boatyard Repair site



1B - View of state bathroom on Parcel 3, just makai of Boatyard Repair Site



1C - View of Makai side of Boatyard Repair Site. Property line is where cement becomes asphalt on left side of photograph. Parking stalls on state property are on the extreme left side of photograph.



1D - View of Diamond Head side of Boatyard Repair Site. Photograph looks Mauka. Holomoana St. is the road shown in photograph. Hawaii Prince Hotel is on the right side of the photograph.



1E - Diamond Head side of Boatyard Repair Site. View looks Makai from sidewalk. Parking lot access is the red box in photograph.



1F - View from Ewa corner of Ala Moana Blvd. and Holomoana St. looking Diamond Head. Hawaii Prince Hotel is in the background.



1G - Ala Moana Blvd. (Mauka) side of Boatyard Repair Site. View from Diamond Head corner of Ala Moana Blvd. and Holomoana St. looking Ewa (state right-of-way is Mauka of structure parallel with Ala Moana Blvd.)



Photo 1H - Mauka side of Boatyard Repair Site. View from Ewa-Mauka corner of the Boatyard Repair Site looking Diamond Head.



Photo 11 - Boatyard Repair Site. View of existing structure from Ewa-Mauka corner of property looking Makai.



Photo 1J - Ewa-Mauka corner of Boatyard Repair Site. View of Ala Wai Channel. Debris trap is in within the orange booms in water. Boat s will be hauled out at dock on left side of photo.

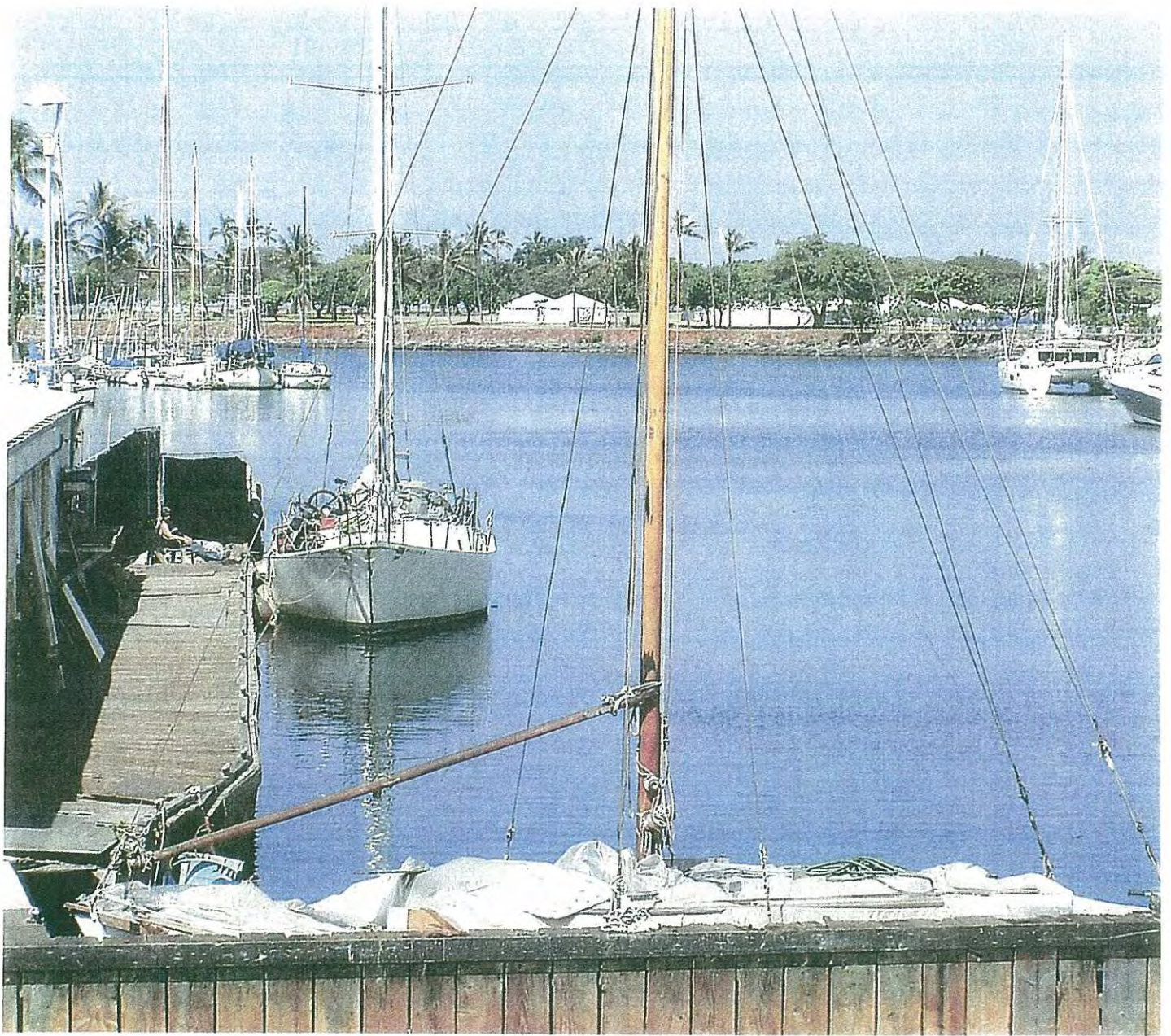
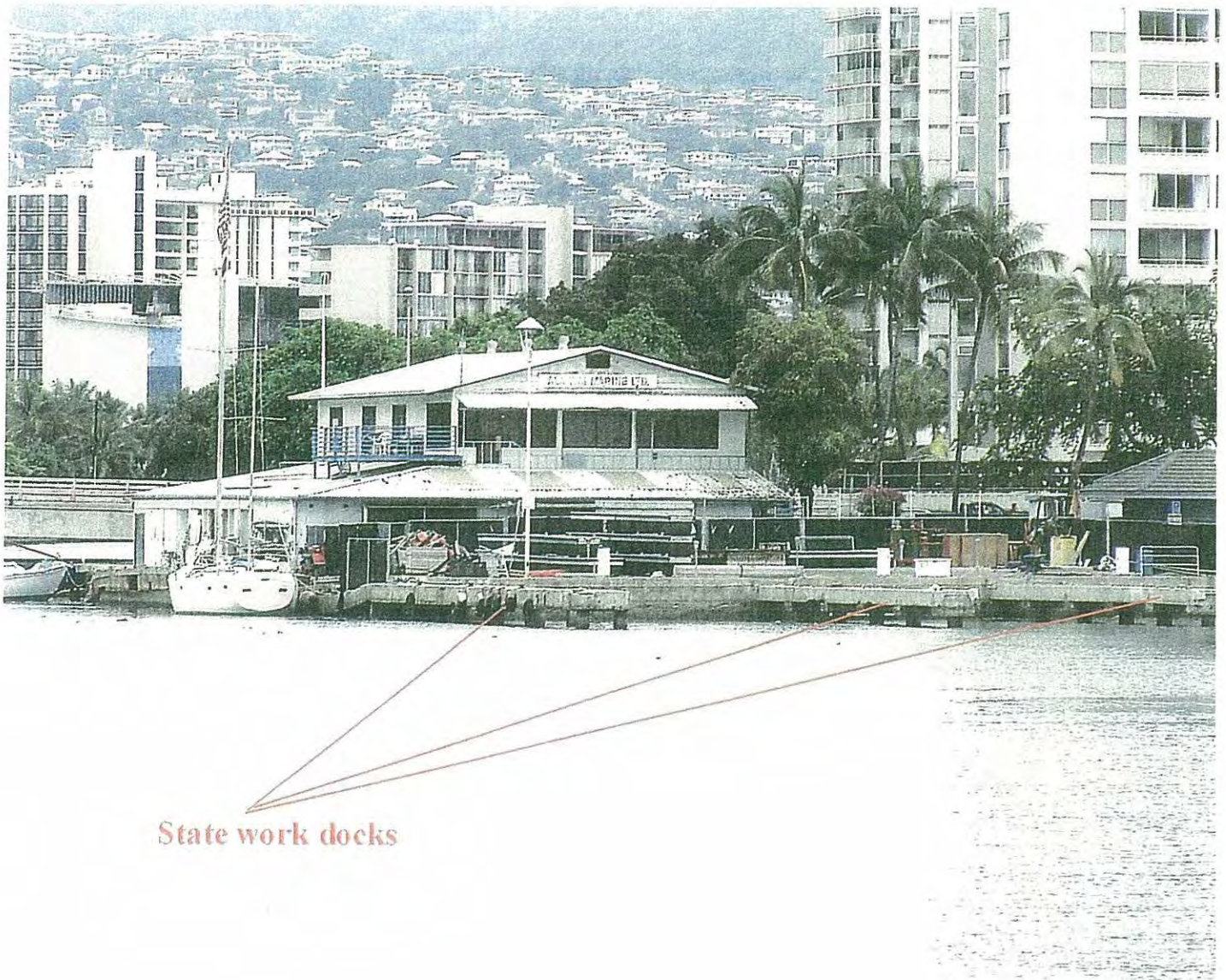


Photo 1K - Ewa side of Boatyard Repair Site. Looking Makai.



Photo 1L - View from Ewa side of Boatyard Repair Site. Looking across Ala Wai Channel in Ewa direction.

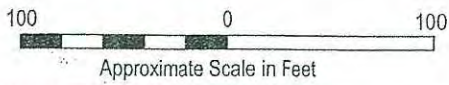
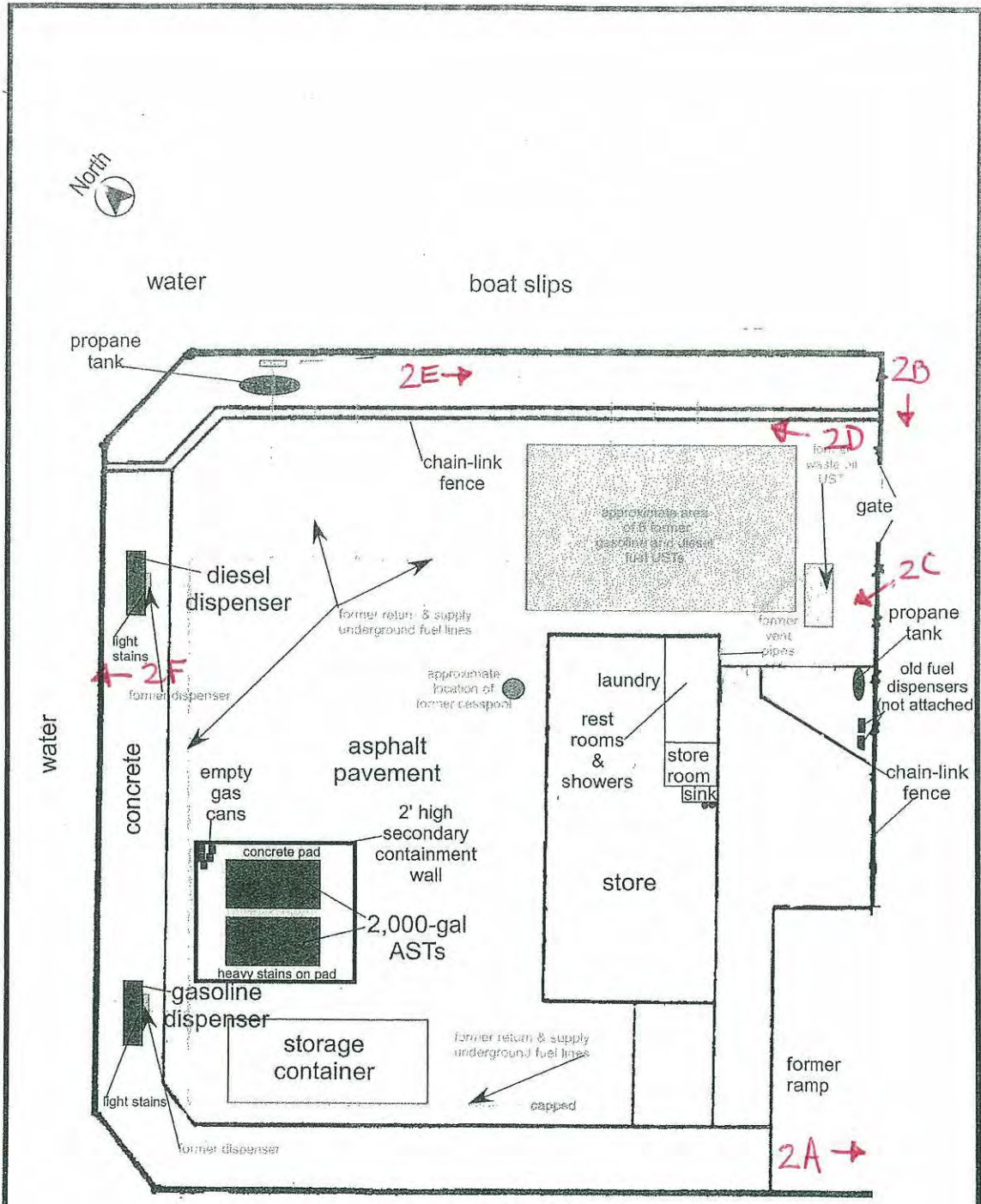


State work docks

Photo 1M - View of Makai side of Boatyard Repair Site. View of site from ocean.



Photo 1N - View of existing building on Boatyard Repair Site looking in Ewa direction.



Site Visit: December 22, 2003



SITE PLAN MAP	
Ala Wai Yacht Harbor Fuel Dock Phase I ESA	
1661 Ala Moana Boulevard, Honolulu, Hawaii	
Job No: 03-1371	Figure: 3



Photo 2A - Fuel Dock Site. View from Diamond Head-Makai corner of property looking Diamond Head.



Photo 2B - Fuel Dock Site. Diamond Head side of property. View from Diamond Head-Mauka corner of property looking makai. (Property line is where fence is.)



Photo 2C - Fuel Dock Site. View of existing structure on property.



Photo 2D - Fuel Dock Site. Mauka side of property. Viewed looking Ewa from Diamond Head-Mauka corner of property.



Photo 2E - Fuel Dock Site. Mauka side of proeprty. View looking Diamond Head.



Photo 2F - Fuel Dock Site. View from Ewa side of property looking Ewa.



Existing Fuel Storage Tanks behind barrier.

Photo 2G - Fuel Dock Site. Ewa side of property viewed from Magic Island.



Photo 2H - Fuel Dock Site. Makai-Ewa side of property viewed from Magic Island.

Section IV

Drawings and Plans

Drawings Notes:

Easements

The only easement is on the Boatyard Repair Site. This easement is actually a right of way access to the Dept. of Transportation to clean the debris trap in the Ala Wai channel. As discussed above, Honey Bee will make arrangements with the Dept. of Transportation to give them reasonable alternate access to the debris trap. The easement is shown in the survey by a solid line parallel with Ala Moana Blvd. and the notation "Dirt Road" denotes the easement.

Slope

Both properties are almost flat in the building area. There is a slope on the Boatyard Repair Site from Ala Moana Blvd. to where the building starts. Because the Boatyard Building is on level land the slope is not shown.

Shoreline Survey

The two properties do not front the shoreline and thus no shoreline survey has been prepared.

Grading Plans

No grading plans are shown in the drawings because Honey Bee does intend to change the grade on either property. The grade on the Fuel Dock Site is flat. There are existing contours on the Boatyard Repair Site. Honey Bee will follow the existing contours and separate the flat portion of the Boatyard Repair Site from the contoured portion with a rock wall, located approximately where the present tile wall is located that performs a similar function.

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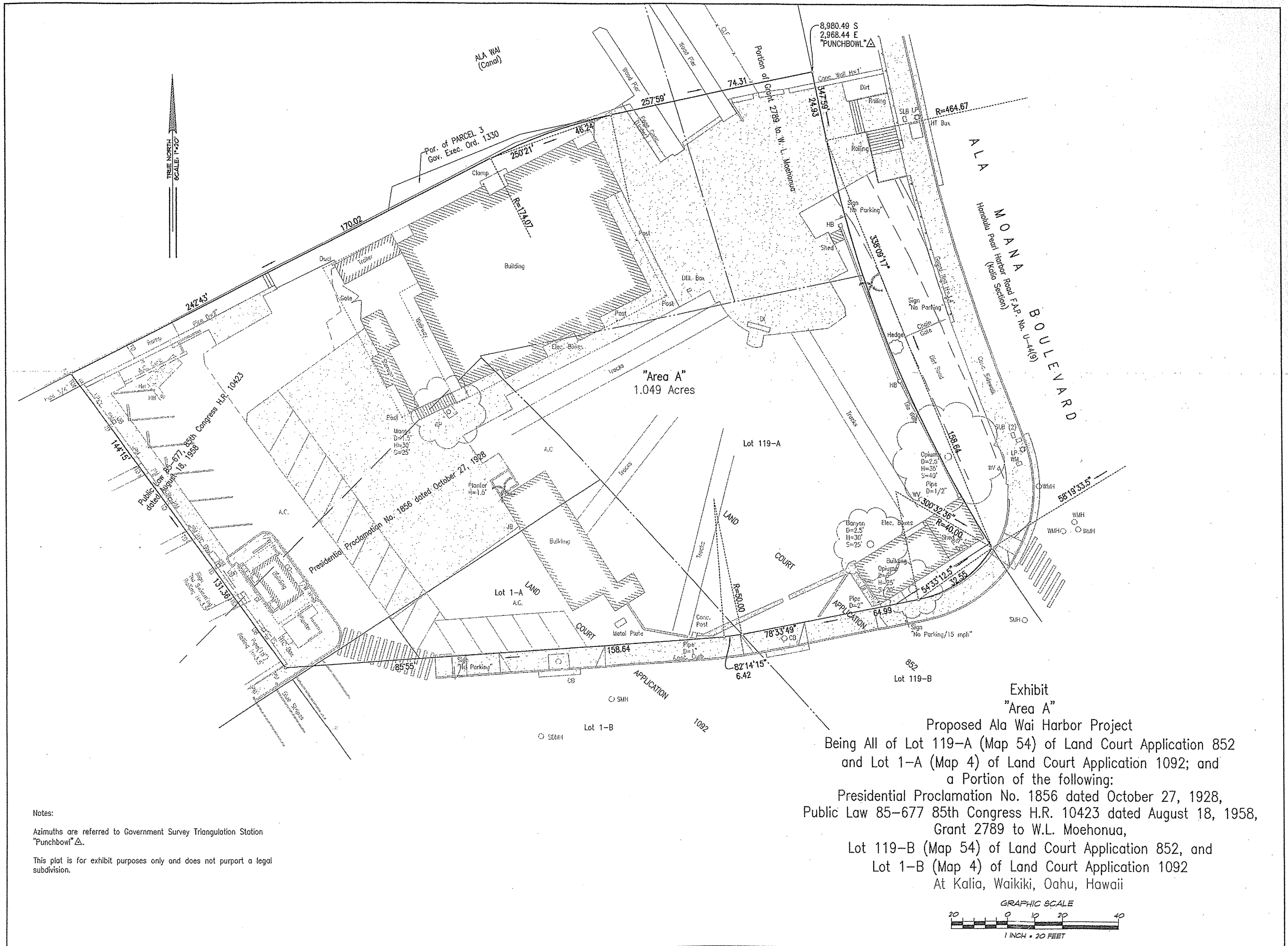
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A. Property Survey



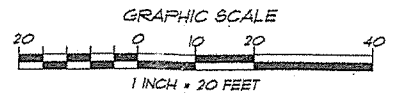
TRUE NORTH
SCALE: 1"=20'

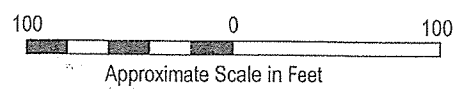
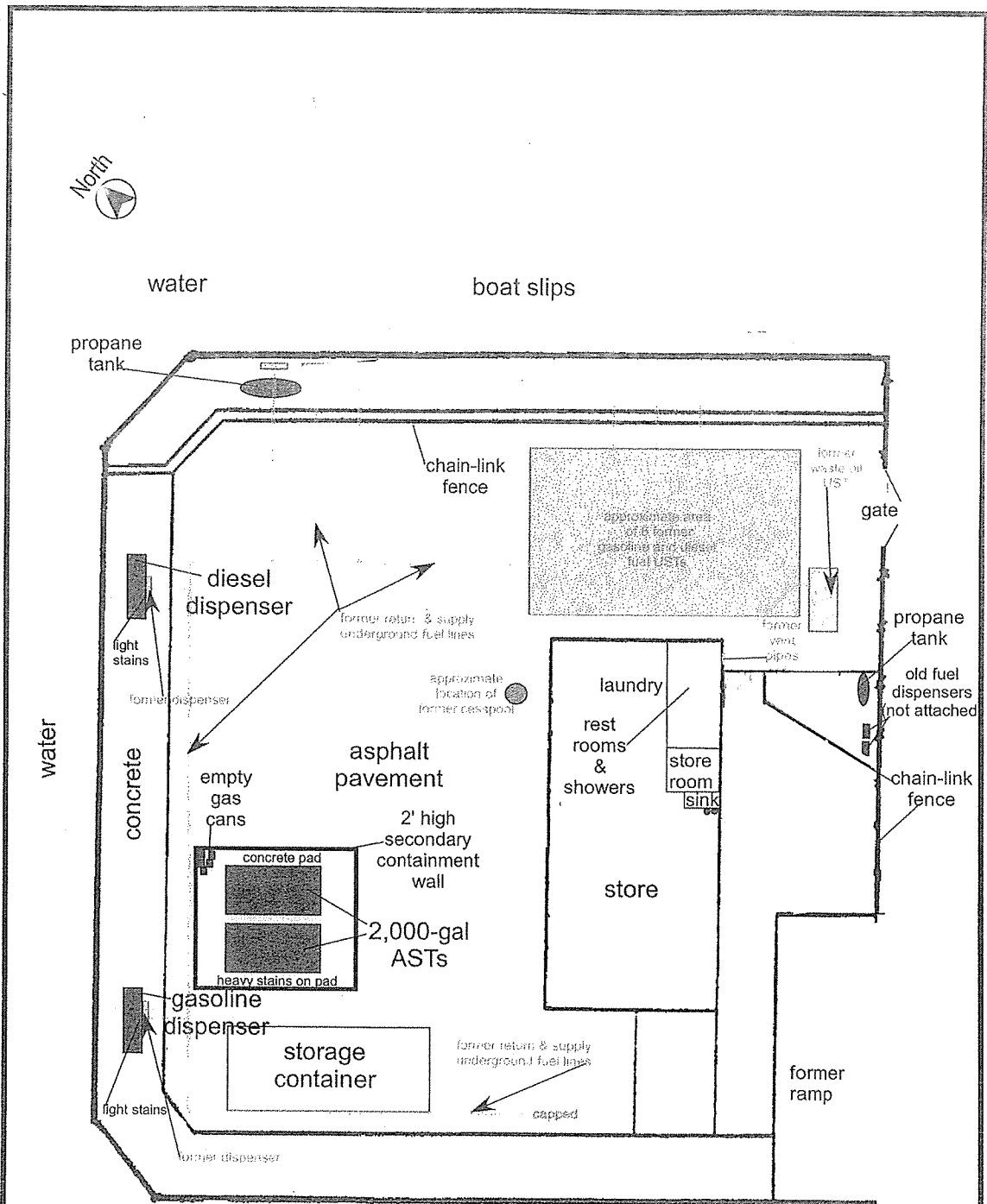
Notes:

Azimuths are referred to Government Survey Triangulation Station "Punchbowl" Δ .

This plat is for exhibit purposes only and does not purport a legal subdivision.

Exhibit
"Area A"
Proposed Ala Wai Harbor Project
Being All of Lot 119-A (Map 54) of Land Court Application 852
and Lot 1-A (Map 4) of Land Court Application 1092; and
a Portion of the following:
Presidential Proclamation No. 1856 dated October 27, 1928,
Public Law 85-677 85th Congress H.R. 10423 dated August 18, 1958,
Grant 2789 to W.L. Moehonua,
Lot 119-B (Map 54) of Land Court Application 852, and
Lot 1-B (Map 4) of Land Court Application 1092
At Kalia, Waikiki, Oahu, Hawaii



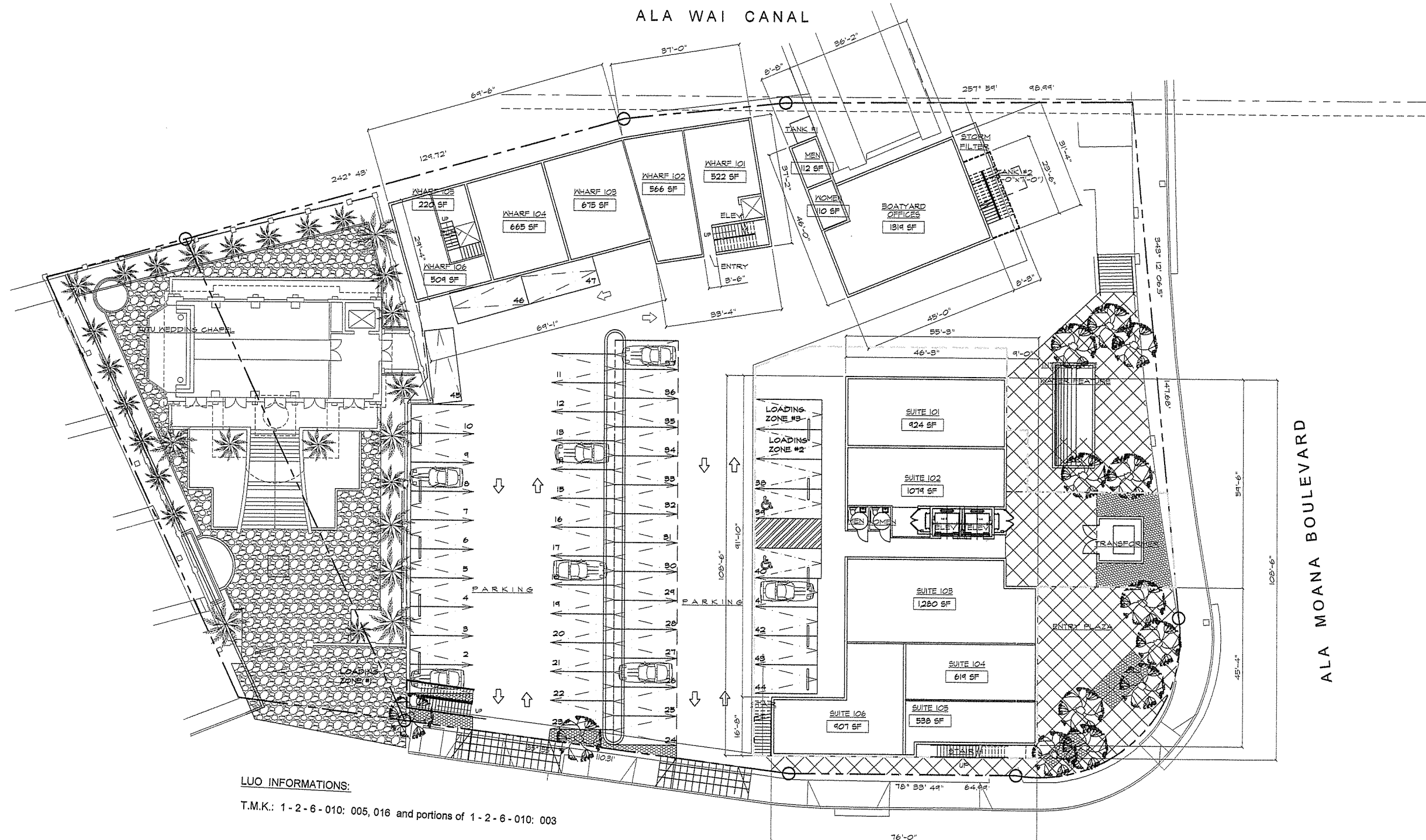


Site Visit: December 22, 2003



SITE PLAN MAP	
Ala Wai Yacht Harbor Fuel Dock Phase I ESA	
1661 Ala Moana Boulevard, Honolulu, Hawaii	
Job No: 03-1371	Figure: 3

B. Site Plans and Floor Plans



LUO INFORMATIONS:
 T.M.K.: 1 - 2 - 6 - 010: 005, 016 and portions of 1 - 2 - 6 - 010: 003

STATE LAND USE:
 Special Design District: Waikiki Special Design District
 Zoning: Public Precint
 Proposed Uses: As approved by Director
 Setback Requirements: As approved by Director

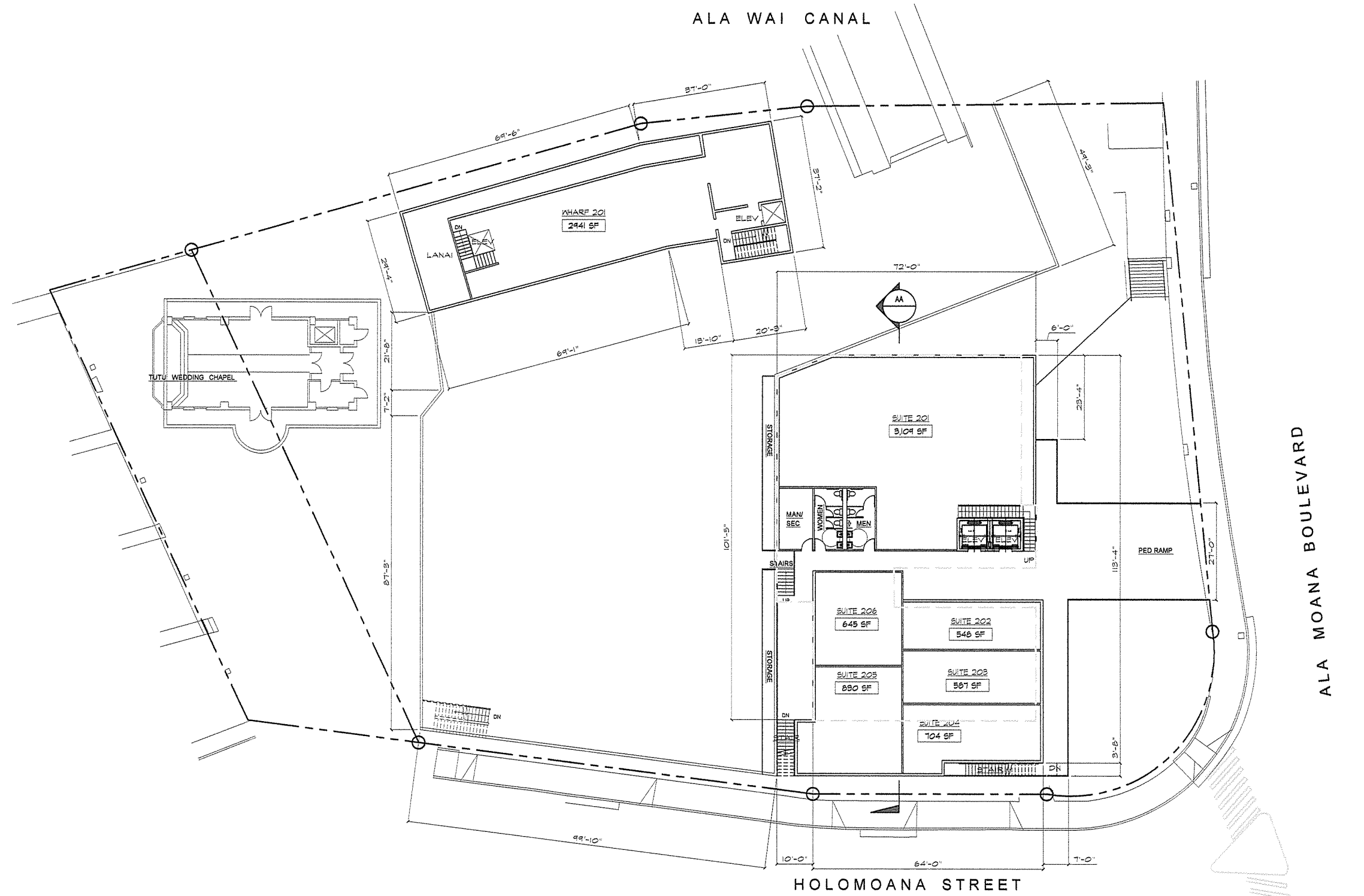
HOLOMOANA STREET

BOATYARD BUILDING

SITE / GROUND FLOOR PLAN

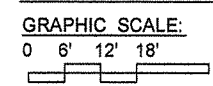
SCALE: 1/32" = 1'-0"

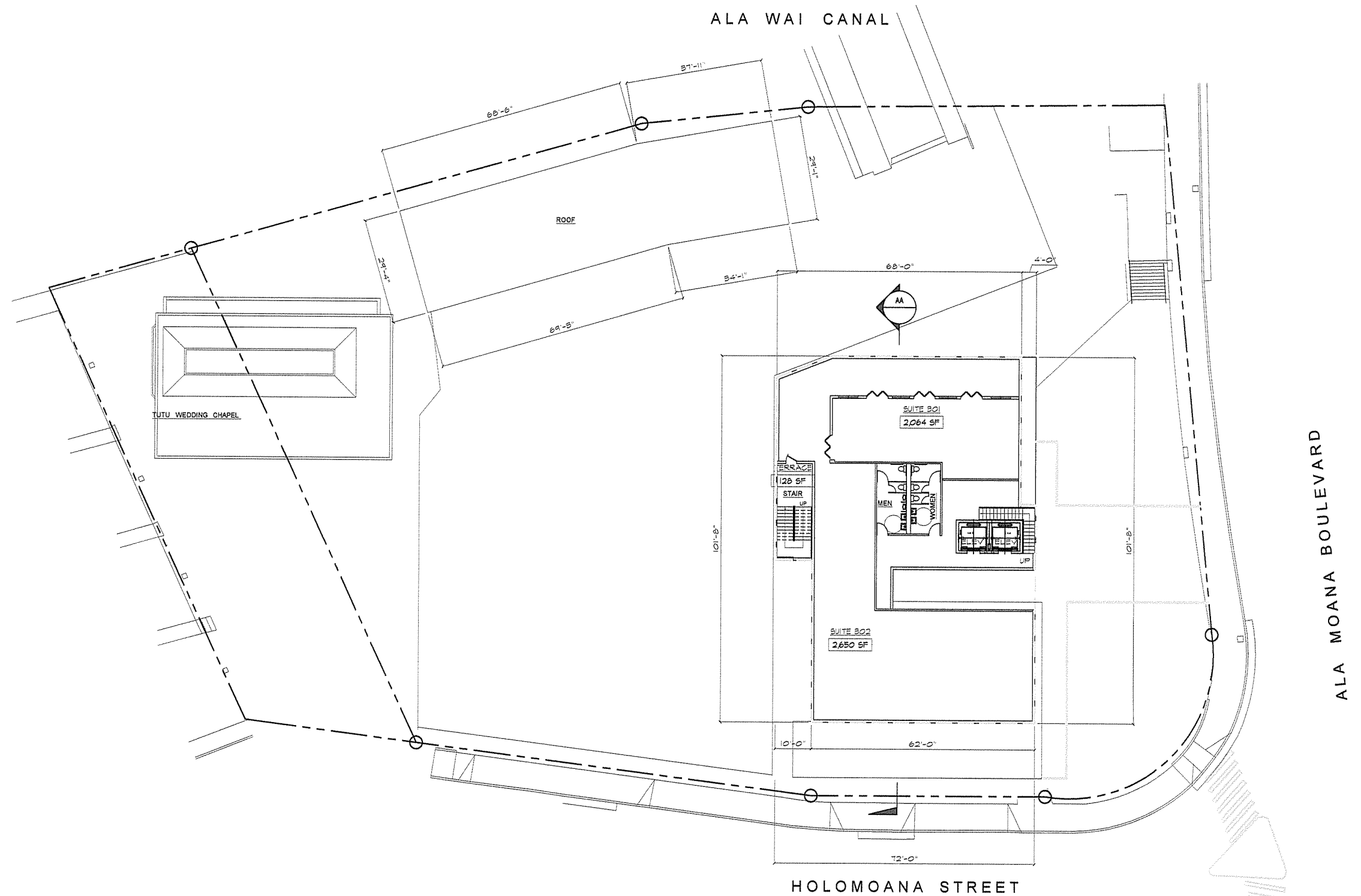




SECOND FLOOR PLAN
SCALE: 1/32" = 1'-0"

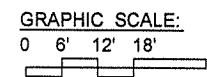
BOATYARD BUILDING

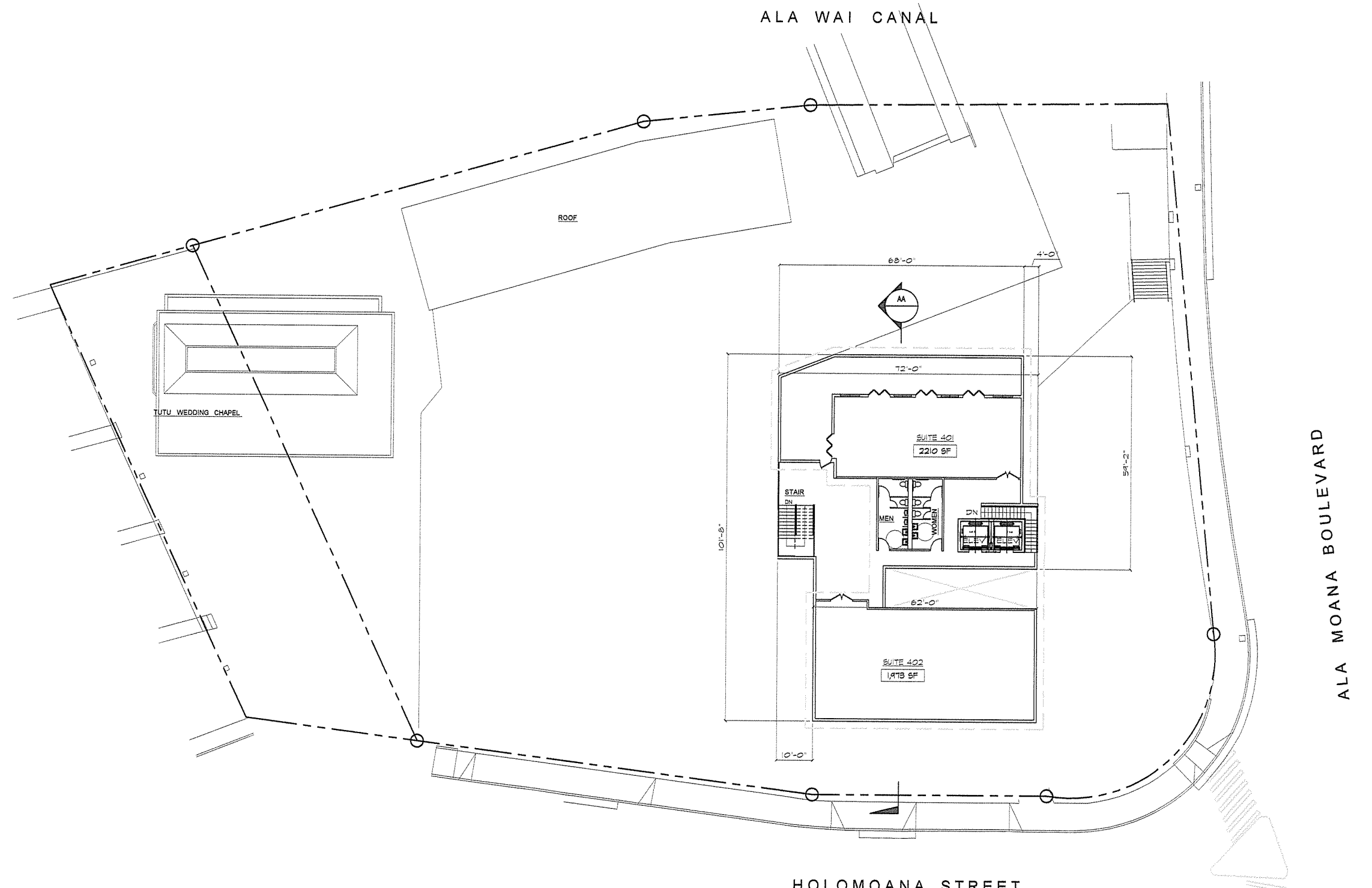




THIRD FLOOR PLAN
SCALE: 1/32" 1'-0"

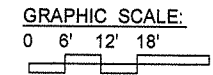
BOATYARD BUILDING

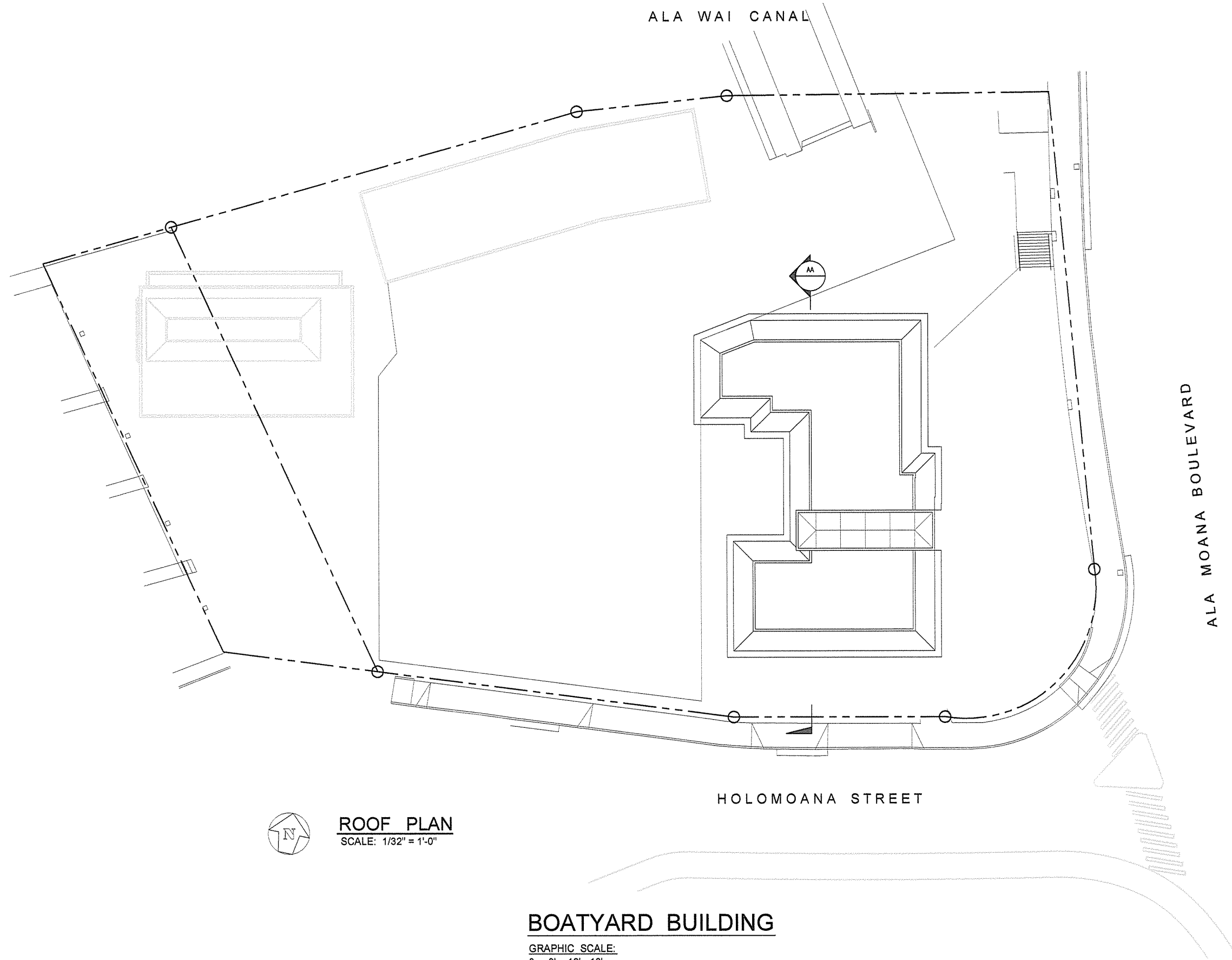




FOURTH FLOOR PLAN
SCALE: 1/32" = 1'-0"

BOATYARD BUILDING





ALA WAI CANAL

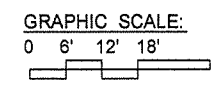
ALA MOANA BOULEVARD

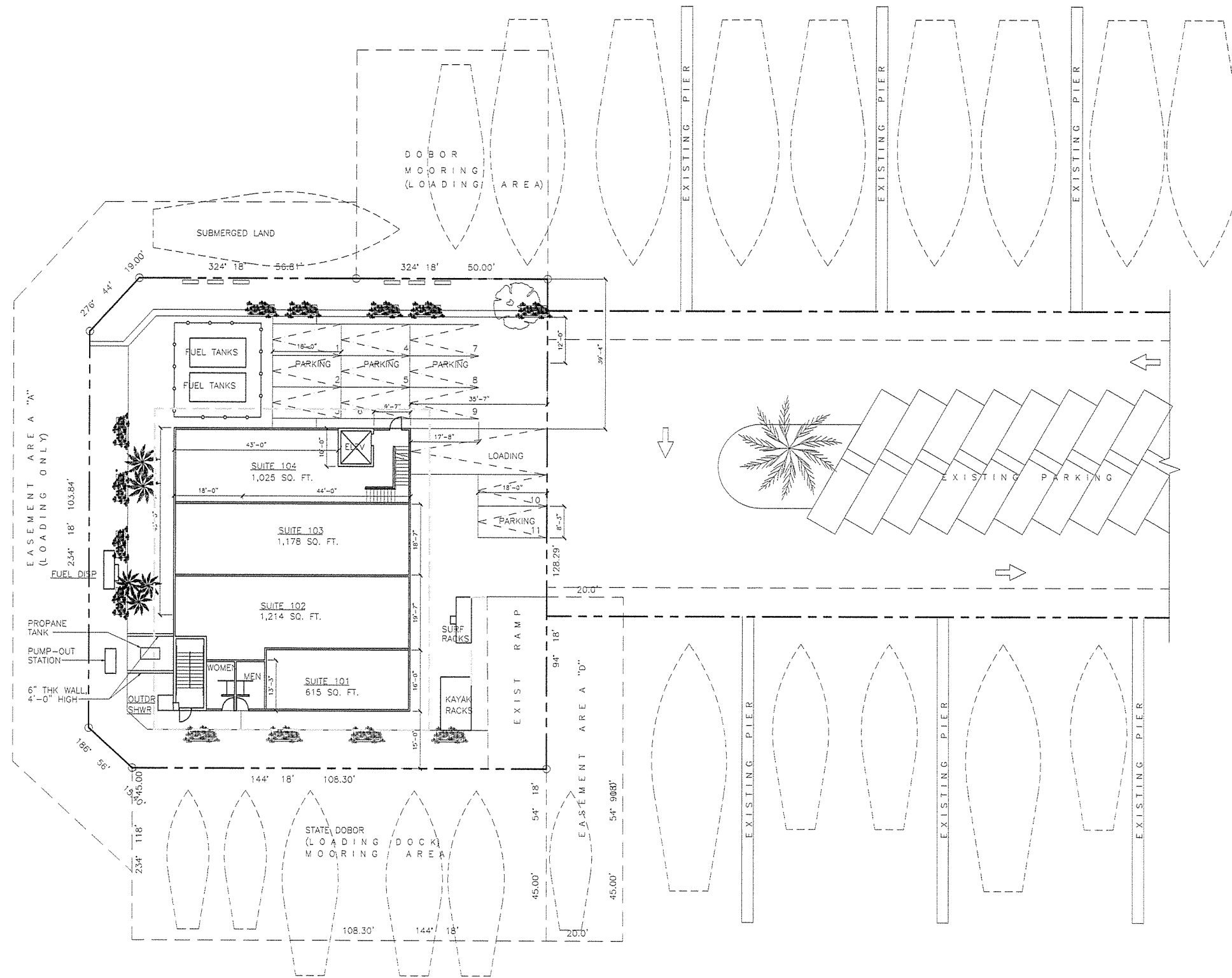
HOLOMOANA STREET



ROOF PLAN
SCALE: 1/32" = 1'-0"

BOATYARD BUILDING



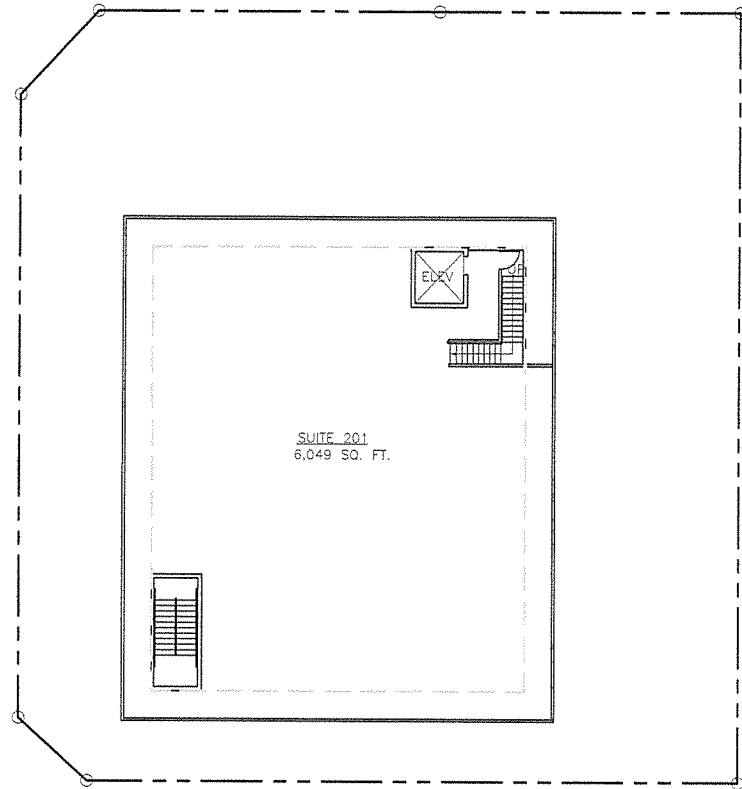


a. FLOOR AREA - 4,576 sq. ft.

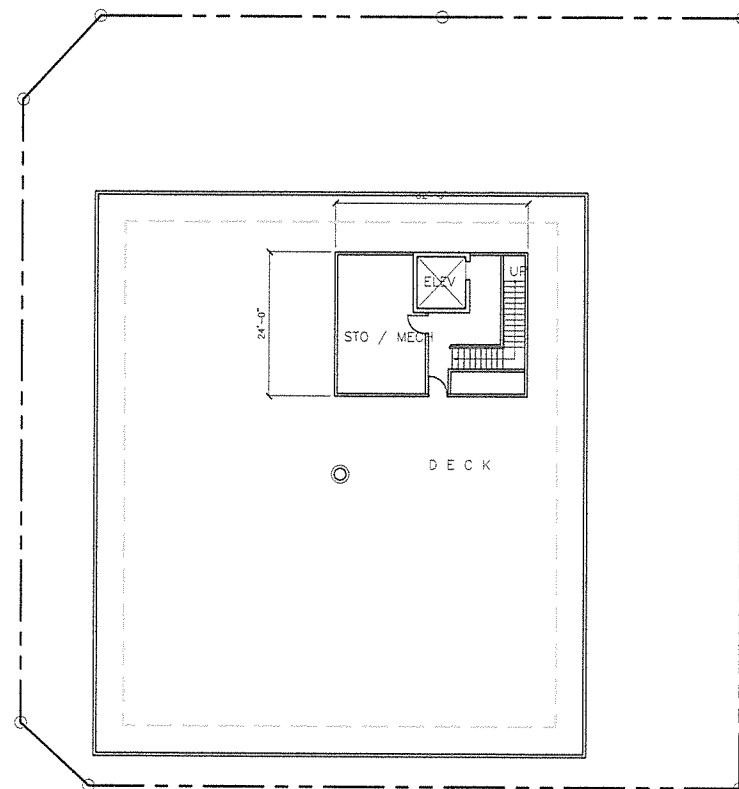


SITE / FIRST FLOOR PLAN

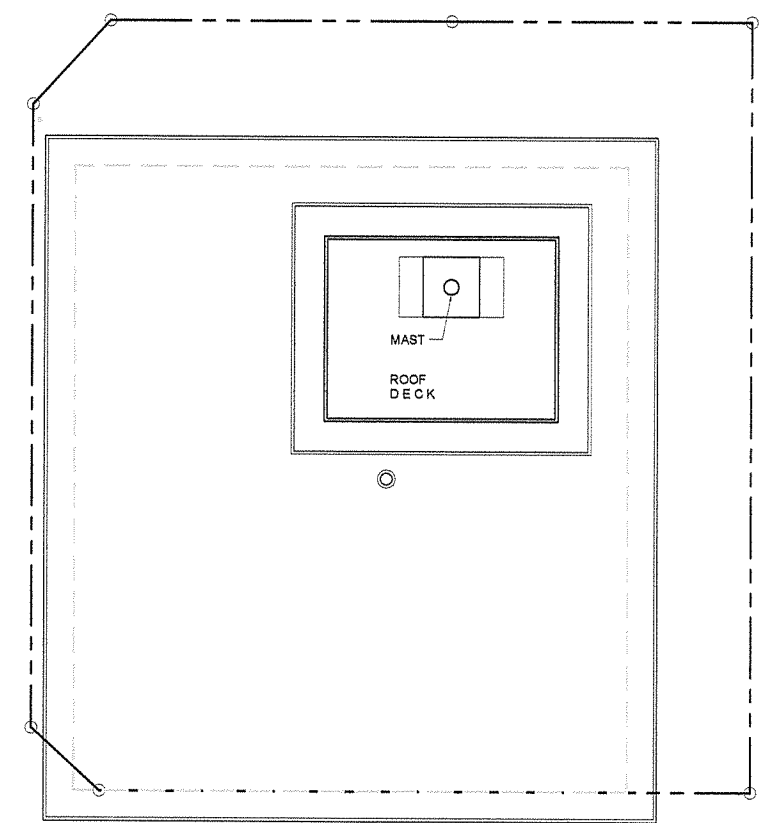
SCALE: 1/32" = 1'-0"



SECOND FLOOR PLAN
SCALE: 1/32" = 1'-0"

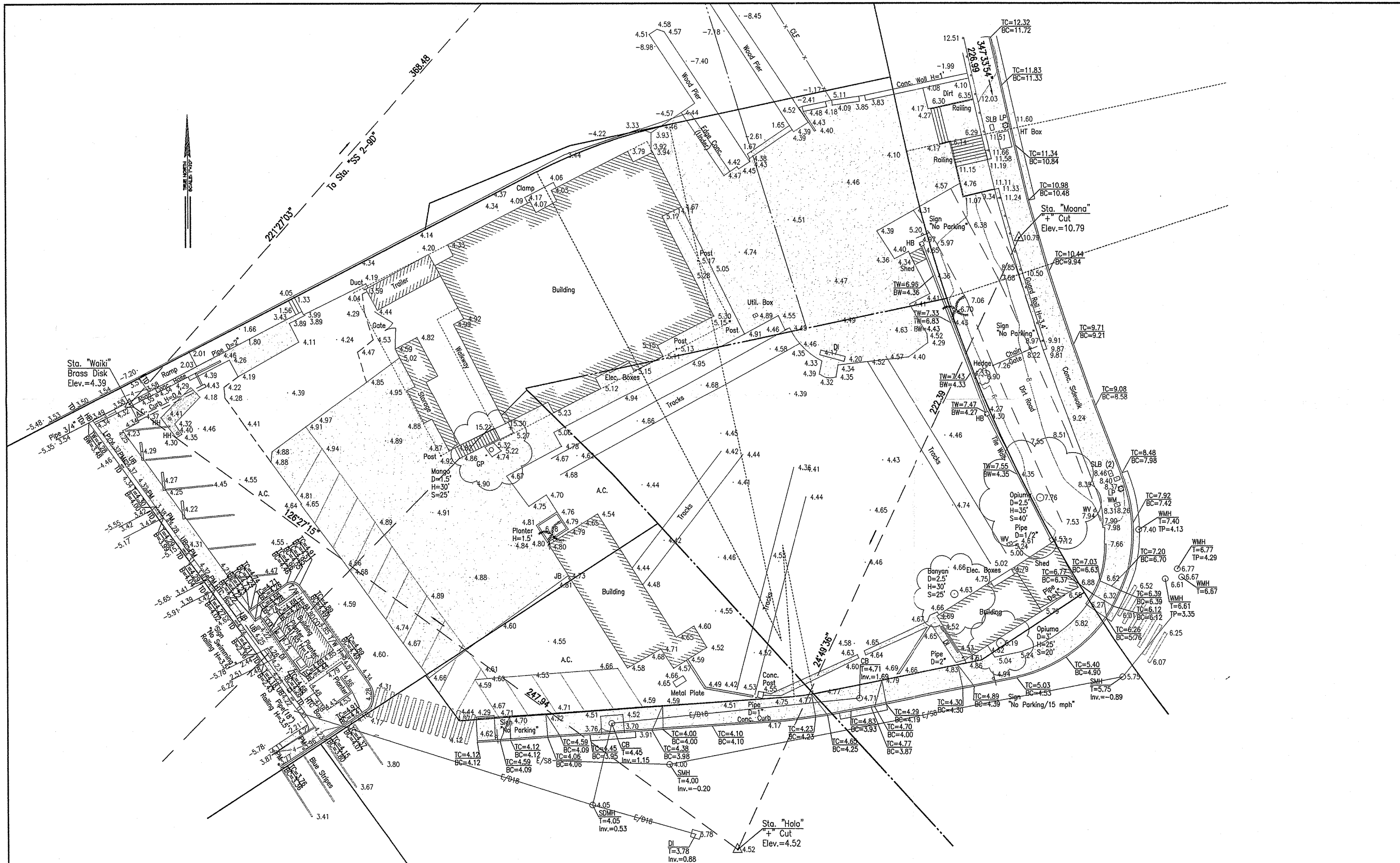


THIRD FLOOR PLAN
SCALE: 1/32" = 1'-0"



ROOF PLAN
SCALE: 1/32" = 1'-0"

**C. Topographic Map
for
Boatyard Repair Site**



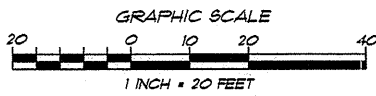
Notes:

Elevations are referred to Mean Sea Level (M.S.L.).

All visible utility structures have been located in the field, however, connection of underground utility lines as shown are unverified and compiled from existing data.

Underground utilities shown hereon are for information only, having been obtained from the best available sources, but from others not connected with this company. Therefore no guarantee is made on the accuracy or completeness of said information.

Topographic Survey
Proposed Ala Wai Harbor Project
 At Kalia, Honolulu, Hawaii
 Tax Map Key: (1) 2-6-10: 5 & 16



NOTES TO USERS

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The community map repository should be consulted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where **Base Flood Elevations (BFEs)** and/or **floodways** have been determined, users are encouraged to consult the Flood Profiles, Floodway Data and/or Summary of Stillwater Elevations tables contained within the Flood Insurance Study (FIS) report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS report should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

Coastal Base Flood Elevations shown on this map apply only to landward of 0' National Geodetic Vertical Datum of 1929 (NGVD 29). Users of this FIRM should be aware that coastal flood elevations are also provided in the Summary of Stillwater Elevations tables in the Flood Insurance Study report for this jurisdiction. Elevations shown in the Summary of Stillwater Elevations tables should be used for construction and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the **floodways** were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by **flood control structures**. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures in this jurisdiction.

The **projection** used in the preparation of this map was Universal Transverse Mercator (UTM) zone 4. The **horizontal datum** was NAD 83, GRS80 spheroid. Differences in datum, spheroid, projection or UTM zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the National Geodetic Vertical Datum of 1929. These flood elevations must be compared to structure and ground elevations referenced to the same **vertical datum**. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at <http://www.ngs.noaa.gov/> or contact the National Geodetic at the following address:

Spatial Reference System Division
National Geodetic Survey, NOAA
Silver Spring Metro Center
1315 East-West Highway
Silver Spring, Maryland 20910
(301) 713-3181

To obtain current elevation description and/or location information for **bench marks** shown on this map, please contact the Information Services Branch of the National Geodetic Survey at (301) 713-3242, or visit their website at <http://www.ngs.noaa.gov/>

Base map information shown on this FIRM was provided in digital format by the City and County of Honolulu Department of Planning and Permitting, Honolulu Land Information System (HLIS). (www.honolulu.gov/) Imagery was derived from U.S. Geological Survey Digital Orthophoto Quadrangles produced at a scale of 1:12,000 from photography dated 2001 or later. Street centerlines and surface water features were compiled at a scale of 1:4,800 from orthophotography dated 2001.

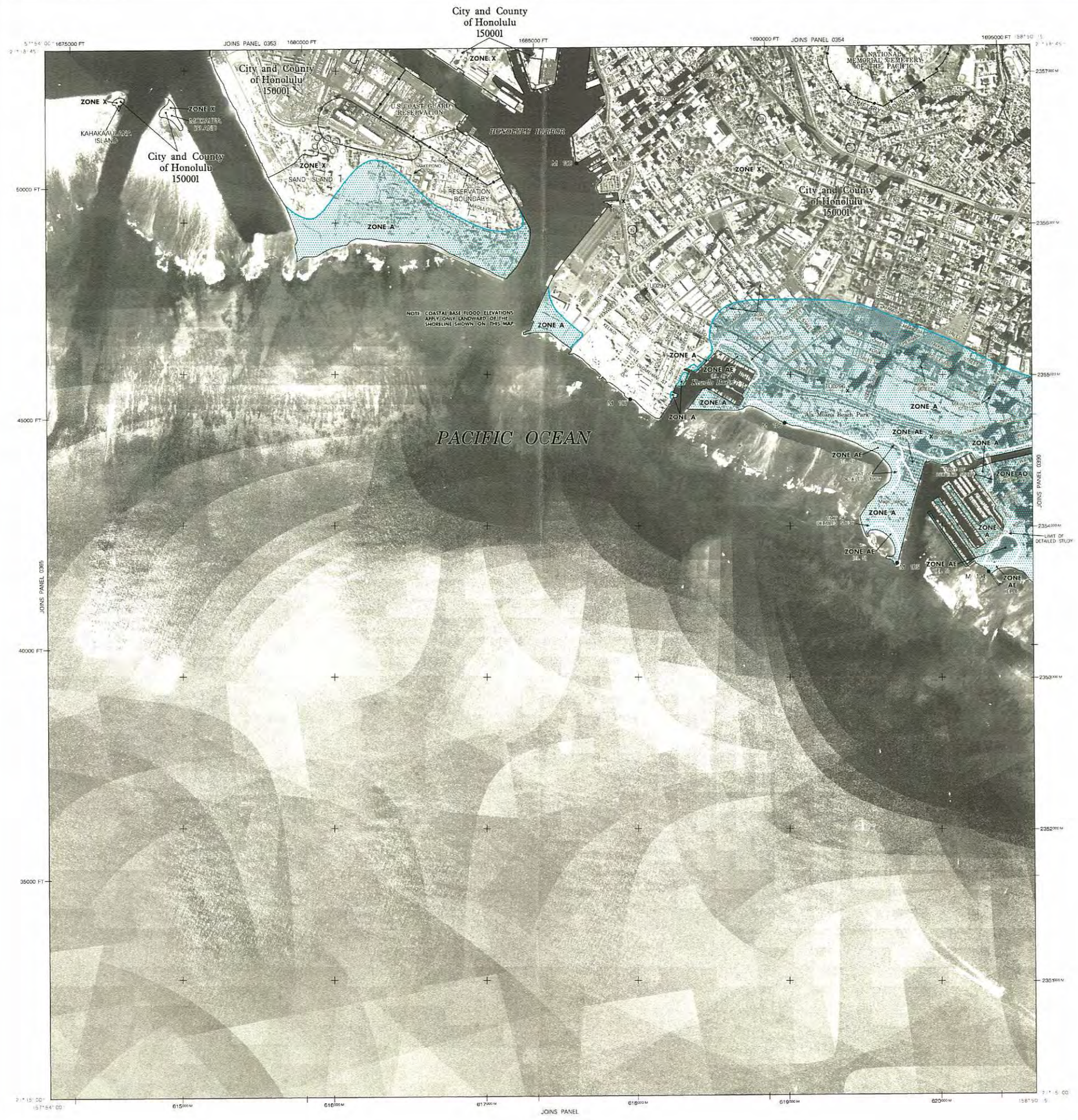
The map reflects more detailed and up-to-date **stream channel and shoreline configurations** than those shown on the previous FIRM for this jurisdiction. The floodplains and floodways that were transferred from the previous FIRM may have been adjusted to conform to these new stream channel and shoreline configurations. As a result, the Flood Profiles and Floodway Data tables in the Flood Insurance Study report (which contains authoritative hydraulic data) may reflect stream channel distances that differ from what is shown on this map.

Corporate limits shown on this map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may have occurred after this map was published, map users should contact appropriate community officials to verify current corporate limit locations.

Please refer to the separately printed **Map Index** for an overview map of the county showing the layout of map panels, community map repository addresses, and a Listing of Communities table containing National Flood Insurance Program dates for each community as well as a listing of the panels on which each community is located.

Contact the **FEMA Map Service Center** at 1-800-358-9676 for information on available products associated with this FIRM. Available products may include previously issued Letters of Map Change, a Flood Insurance Study report, and/or digital versions of this map. The FEMA Map Service Center may also be reached by fax at 1-800-358-9620 and their website at <http://www.msc.fema.gov/>

If you have **questions about this map** or questions concerning the National Flood Insurance Program in general, please call 1-877-FEMA-MAP (1-877-336-2627) or visit the FEMA website at <http://www.fema.gov/>



LEGEND

- SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD**
- The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.
- ZONE A** No Base Flood Elevations determined.
 - ZONE AE** Base Flood Elevation determined.
 - ZONE AO** Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
 - ZONE AR** Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of unusual flow velocities also determined.
 - ZONE A99** Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
 - ZONE V** Area to be protected from 1% annual chance flood by a Federal Flood protection system under construction; no Base Flood Elevations determined.
 - ZONE VE** Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
- FLOODWAY AREAS IN ZONE AE**
- The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.
- OTHER FLOOD AREAS**
- ZONE X** Areas of 0.2% annual chance flood, areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.
 - OTHER AREAS**
 - ZONE X** Area determined to be outside the 0.2% annual chance floodplain.
 - ZONE D** Areas in which flood hazards are undetermined, but possible.
- COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS**
- OTHERWISE PROTECTED AREAS (OPAs)**
- CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.
- 1% annual chance floodplain boundary
 - 0.2% annual chance floodplain boundary
 - Floodway boundary
 - Zone D boundary
 - CBRS and OPA boundary
 - Boundary dividing Special Flood Hazard Area Zones and boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities.
 - Base Flood Elevation line and value: elevation in feet*
 - Base Flood Elevation value: where uniform within zone; elevation in feet
- *Referenced to the National Geodetic Vertical Datum of 1929
- (A) Cross section line
 - (2) Tract line
- Geographic coordinates referenced to the North American Datum of 1983 (NAD 83), Western Hemisphere
- 427800 M 1000-meter Universal Transverse Mercator grid tick values, zone 4
 - 600000 FT 3000-foot grid tick values - Hawaii State Plane coordinate system, zone 3 (HPSZ3N1 3103), Transverse Mercator projection
 - DX5510 X Bench mark see explanation in Notes to Users section of this FIRM panel
 - M 2 Coastal tide marker
- MAP REPOSITORY**
Refer to listing of Map Repositories on Map Index.
- EFFECTIVE DATE OF COUNTY-WIDE FLOOD INSURANCE RATE MAP**
November 20, 2000
- EFFECTIVE DATES OF REVISIONS TO THIS PANEL**
September 30, 2004 - to change Special Flood Hazard Areas to update map format, to reflect revised shoreline and to incorporate previously issued Letters of Map Revision.
- For community map revision history prior to countywide mapping refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.
- To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0365F

FIRM FLOOD INSURANCE RATE MAP CITY AND COUNTY OF HONOLULU, HAWAII

PANEL 365 OF 395

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
HONOLULU CITY AND COUNTY OF	0365	0365	F

Notice to User: The **Map Number** shown above should be used when ordering map orders. The **Community Number** shown above should be used in insurance applications for the subject community.

MAP NUMBER 15003C0365F

MAP REVISED SEPTEMBER 30, 2004

Federal Emergency Management Agency