

NEIL ABERCROMBIE
GOVERNOR



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

GLENN M. OKIMOTO
DIRECTOR

Deputy Directors
JADE T. BUTAY
FORD N. FUCHIGAMI
RANDY GRUNE
JADINE URASAKI

IN REPLY REFER TO:

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

AMENDMENT NO. 2 TO LEASE NO. DOT-A-11-0006
RESTAURANT AND LOUNGE CONCESSION, ADDITIONAL PREMISES
HOST INTERNATIONAL, INC., LIHUE AIRPORT
TMK: (4) 3-5-01: 8 (PORTION)

LIHUE

PURPOSE:

To amend the existing Lease at the Lihue Airport for allowance of additional space to facilitate a grease interceptor. Under Article III of the Lease, the specific area assigned or provided for the concession activity may be changed at the discretion of the Director of Transportation.

LEGAL REFERENCE:

Chapter 102, Hawaii Revised Statutes, as amended.

APPLICANT:

HOST INTERNATIONAL, INC., its mailing address is 6905 Rockledge Drive, Bethesda, Maryland 20817.

LOCATION AND TAX MAP KEY:

Lihue Airport, Tax Map Key: 4-3-5-01: 8 (Portion)

ZONING:

State Land Use District:	Urban
County of Kauai:	Airport

ITEM M-1

BLNR – Amendment No. 2 to
Lease No. DOT-A-11-0006
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LAND TITLE STATUS:

Section 5(a) lands of the Hawaii Admissions Act: Non-Ceded
DHHL 30% entitlement lands pursuant to the Hawaii State Constitution: No

LEASE COMMENCEMENT DATE:

October 1, 2011 through September 30, 2021 (October 26, 2013 FAA approved a Long-term exclusive lease agreement).

PREMISES:

ADDITIONAL SPACE REQUESTED BY HOST:

Space No. 306-132, containing an area of approximately 155 square feet as shown on the attached Exhibit G, dated August 2013.

ADDITIONAL GROUND RENT:

HOST shall pay for ground rent for the additional space, the annual sum of One Thousand Three Hundred Ninety-Five and No/100 (\$1,395.00) based on the rental rate of Nine and No/100 per square foot per annum (\$9.00 psfpa), which is to be paid concurrent with payment of the quarterly Minimum Annual Guaranteed Fee.

IMPROVEMENTS:

HOST shall construct, install, maintain and cover all costs of improvements to the additional space for the automatic grease control equipment in accordance with manufacturer's specifications. HOST shall submit annually proof of inspections to the STATE. HOST is solely responsible for all costs and expenses associated with the interception, collection and appropriate disposal of fats, oils and grease generated by its operations. HOST shall abide by all Federal, State, and County regulations relative to its operations. At such time as the STATE implements a recycling program, HOST shall fully comply and participate in such recycling program.

CHAPTER 343, HRS - ENVIRONMENTAL ASSESSMENT:

Pursuant to Section 11-200-8 (a), Environmental Impact Statement Rules of the Department of Health, State of Hawaii, this disposition is exempt from requirements regarding preparation of an environmental assessment, negative declaration, or environmental impact statement as required by Chapter 343, Hawaii Revised Statutes, as

amended, relating to Environmental Impact Statements because the proposed action falls within Exemption Class #3, Comprehensive Exemption List for the State of Hawaii, Department of Transportation Amended November 15, 2000, as approved by the Environmental Quality Council. Exemption Class #3 covers the construction and location of single, new, small facilities or structures and the alteration and modification of same and installation of new, small equipment and facilities and the alteration and modification of same including, but not limited to: (d) Water, sewage, electrical, gas, telephone and other essential public utility services extensions to serve such structures or facilities and (e) Accessory or appurtenant structures.

REMARKS:

The DOT and HOST entered into that certain concession lease, Lease No. DOT-A-11-0006, effective October 1, 2011, for the Restaurant and Lounge Concession at the Lihue Airport. For documentation purposes, the grease interceptor has been identified with exhibit. The additional space requested is an integral to HOST's Restaurant and Lounge Concession at the Airport.

RECOMMENDATION:

The Board authorizes the Department of Transportation to (1) amend Article III. Premises of the subject Lease as herein outlined, which are by reference incorporated herein; 2) such other terms and conditions as may be prescribed by the Director of Transportation to best serve the interests of the State; and 3) review and approval by the Department of the Attorney General.

Respectfully submitted

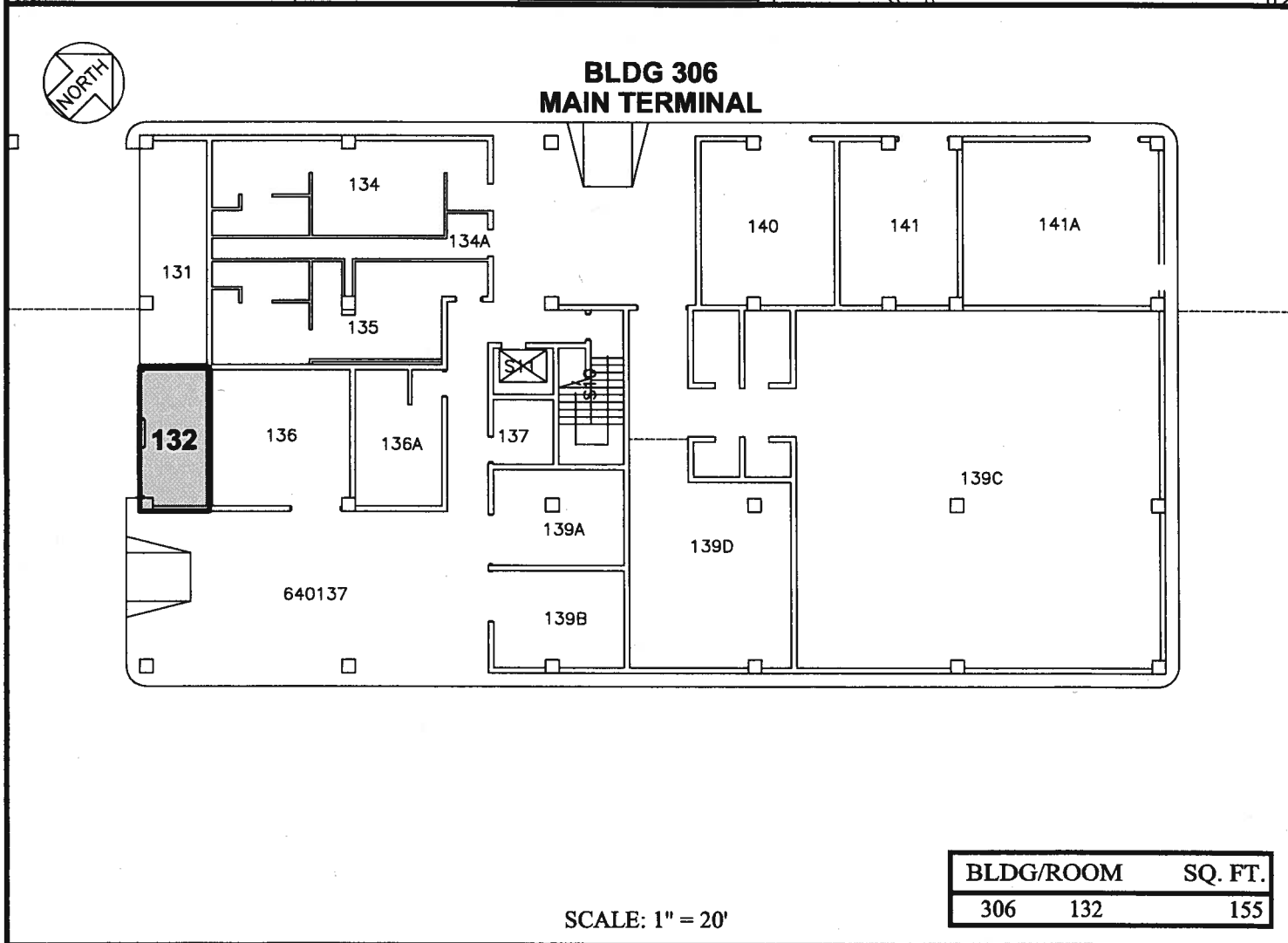
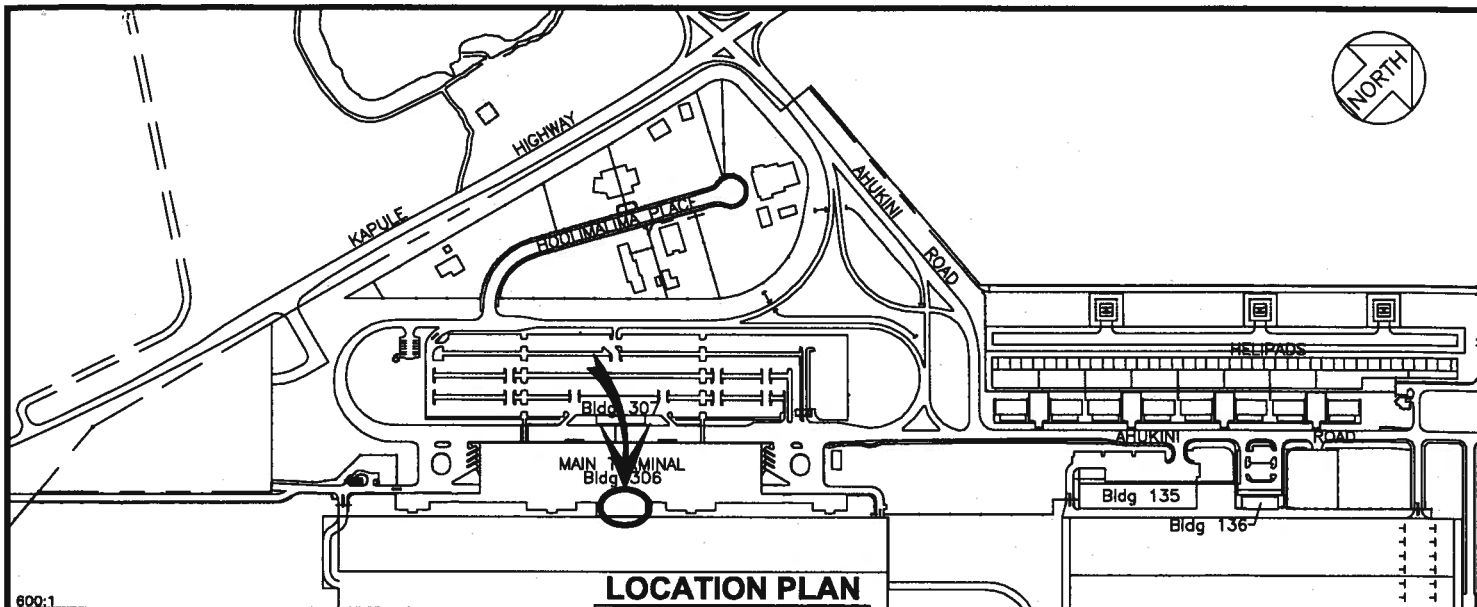


GLENN M. OKIMOTO, Ph. D.
Director of Transportation

APPROVED FOR SUBMITTAL:



WILLIAM J. AILA, JR.
Chairperson and Member



DOTA-11-0006

DATE : AUGUST 2013

EXHIBIT: **G**



Airports Division

HOST INTERNATIONAL, INC.

**BUILDING 306
MAIN TERMINAL
GROUND LEVEL**

306132

PLATS C1, 45

LIHUE AIRPORT



U.S. Department
of Transportation
**Federal Aviation
Administration**

Federal Aviation Administration
Western-Pacific Region

Civil Rights Office, AWP-9
15000 Aviation Blvd.
Hawthorne, CA 90261

October 26, 2010

Mr. Brian Sekiguchi
Deputy Director-Airports
State of Hawaii
Airports Division
400 Rodgers Blvd., Suite 700
Honolulu, HI 96819-1880

Dear Mr. Sekiguchi:

This letter is to notify you that we have completed our review of your request for approval of a long-term exclusive lease agreement for the food and beverage concession at Lihue Airport on the island of Kauai. Based on our review, we find that the information you provided in support of your request is in compliance with 49 CFR Part 23.75. As such, we are granting your request for a 10 year long-term exclusive lease agreement. Please provide my office with a copy of the signed agreement for our files.

If you have any questions, please contact Ms. Patricia White of my staff at (310) 725-3942, or via email at patricia.a.white@faa.gov.

Sincerely,

Patricia A. White

for

Michael D. Freilich
Director, Civil Rights, Western Pacific Region & DBE Compliance

cc: Sandra Gillis (via email)
ACR-4