



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

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

OAHU

ISSUANCE OF A REVOCABLE PERMIT TO RASIER, LLC FOR VEHICLE
EGRESS AND INGRESS AND FOR CRUISE PASSENGER PICK UP AT THE
CRUISE TERMINAL AT PIER 2, HONOLULU HARBOR, OAHU, TAX MAP KEY
NO. (1) 2-1-015: PORTION OF 009

LEGAL REFERENCE:

Sections 171-6, 171-11, 171-13, 171-55 and 171-59, Hawaii Revised Statutes, as amended.

APPLICANT:

Rasier, LLC ("Applicant"), a foreign limited liability corporation, whose mailing address is 1455 Market Street, Floor 4, San Francisco, California 94103. The Corporation Company, Inc. serves as the Applicant's agent and is located at 1136 Union Mall, Suite 301, Honolulu, Hawaii, 96813.

CHARACTER OF USE:

To allow Applicant and its permitted agents (assignees, contractors, customers, and agents) the right to enter upon the premises when a cruise ship is berthed at Pier 2 for the purposes of picking up cruise passengers who have prearranged transportation with specific drivers contracted by the Applicant.

LOCATION:

Portion of Government lands situated near Channel Street at Pier 2, Honolulu Harbor, Honolulu, Oahu, as shown on the attached map labeled Exhibit "A." As stated below, said lands have been set aside to the State of Hawaii Department of Transportation ("DOT") by Executive Order 4238.

AREA:

Approximately 750 square feet, more or less, of improved paved area for a designated pick up area, and approximately 5,645 square feet, more or less, of improved paved area for vehicle egress and ingress.

CONSIDERATION:

\$1,643.00 per month

ZONING:

State Land Use Commission:	Urban
City and County of Honolulu:	I-3 Waterfront Industrial

TERM:

Month-to-month for up to one year, with the option to continue for additional one-year periods with approval from the Board

COMMENCEMENT DATE:

To be determined by the Director of Transportation

CURRENT USE STATUS:

Vehicle egress and ingress, parking, and staging by various vehicles providing support services to the cruise ship and passengers.

LAND TITLE STATUS:

Owned by State of Hawaii; management and control of the property was transferred to the DOT by Executive Order 4238.

TRUST LAND STATUS

5(b)

CHAPTER 343 - ENVIRONMENTAL ASSESSMENT:

This use is exempt from Office of Environmental Quality Control requirements pursuant to Sub-Chapter 11-200-8(a) of the Hawaii Administrative Rules that exempts the "operation, repairs, or maintenance of existing structures, facilities, equipment, or topographical features involving negligible or no expansion or change of use beyond that previously existing."

APPLICANT REQUIREMENTS:

Applicant shall:

1. Take appropriate measures to ensure that its customers are prohibited from hailing its drivers or contractors or arranging ground transportation with them from areas within DOT property that are outside the premises, or on Channel Street, or on Nimitz Highway within a set and agreed-to distance from Channel Street.
2. Comply with all applicable sections of Chapter 19-43, Hawaii Administrative Rules, and notify its drivers or contractors of the requirements of compliance with this chapter.
3. Ensure that their contractors obtain and maintain the following insurance during the term of the revocable permit and naming the DOT Harbors Division as additional insured:
 - (a) Bodily injury or property damage caused by Applicant's or its permitted agent's negligence in the form of a general liability insurance policy with a combined single limit of not less than \$500,000.00 for bodily injury and damage to property per occurrence, and \$1,000,000 in the aggregate.
 - (b) Automobile insurance for any vehicles used to access and are on the Premises with a minimum limit of not less than \$500,000.00 per occurrence and \$1,000,000 in the aggregate.
 - (c) All insurance required to be maintained by Applicant and its permitted agents hereunder shall be pursuant to policies in form and substance consistent with policies of similar type issued to businesses similar to Applicant and its permitted agents and issued by companies of sound and adequate financial responsibility, who are authorized to do business in the State of Hawaii, all as reasonably satisfactory to the State.
 - (d) Applicant shall name the State as an additional insured on the policies or provide other assurances, reasonably acceptable to the State, that Applicant's insurance policies shall be primary, not in excess of or pro rata and noncontributing as to and with any other insurance held or maintained by the State, for any injury or claim arising on the Premises due to Applicant's negligence or the negligence of its permitted agents. The "State" shall include the State's officers and employees acting within the scope of their duties.
 - (e) Applicant shall provide proof of all required insurance to the State either by production of the actual insurance policies or by an insurance certificate on an ACORD form or some other written form reasonably acceptable to the State, together with appropriate written evidence, reasonably satisfactory to the State, that the insurance premiums have been paid.

4. Applicant shall use due care for public safety and agrees to defend, hold harmless, and indemnify the State, its officers, agents, and employees, or any person acting for and on its behalf, from and against all claims or demands for damage, including claims for property damage, personal injury, or death, arising on, about or in connections with the exercise of the rights and privileges herein granted, caused directly or approximately by any failure on the part of the Applicant in its use of the premises.
3. Applicant shall take all necessary steps to ensure that any of its work involving the premises will not cause any permanent damage to property or improvements situated on, adjacent to, or near the premises.
4. The State grants Applicant a right to enter upon the lands herein described. Upon expiration of the revocable permit, Applicant shall, at its sole cost and expense, restore the premises, and the ingress and egress thereto, to the condition it was in immediately prior to commencement of the revocable permit, to the satisfaction of the State within a reasonable time after such expiration.
5. Applicant shall take all necessary steps to ensure that the operations on the premises does not interfere with any of the operational activities of any adjacent property owners or operations.
6. Applicant shall coordinate all activities with Staff of the DOT Harbors Division.
7. Applicant shall, at all times during the term of the revocable permit, comply with all applicable laws, statutes, ordinances, rules and regulations, whether State, County, or Federal, which are now or hereafter may be in effect.

REMARKS:

This proposed use is maritime-related as it is directly related to a cruise ship operation; this use also creates competition among ground transportation services who transport cruise passengers from the terminal.

The DOT Harbors Division observes that cruise passengers arriving at Pier 2 will arrange ground transportation from the terminal with driver contracted with the Applicant, and will meet the driver either on Channel Street or Nimitz Highway. This is a common occurrence and causes both safety hazards for the passengers and drivers and creates traffic congestion in these areas.

The Applicant's operations and structure are unlike other ground transportation service providers who operate at the DOT harbors, but there is high demand for this specific service. This revocable permit is intended to be an interim measure to accommodate this service, to mitigate and eliminate the safety hazards and traffic congestion that currently exist at the cruise terminal, and to equitably allowing these operations and ensuring that the Applicant's drivers meet all other requirements currently applied to other ground transportation providers.

The DOT also proposes the issuance of a similar revocable permit to a competitor providing a very similar service for an adjacent parcel. Upon approval of these revocable permits, the DOT expects both parties to execute a joint-use agreement or other similar agreement allowing each other access and use of the respective parcels.

RECOMMENDATION:

That the Board authorizes the issuance of a revocable permit to the Applicant and its permitted agents covering the subject area for the purposes cited above, subject to the terms and conditions outlined above and incorporated herein by reference, and such terms and conditions as may be prescribed by the Director of Transportation.

Respectfully submitted,



JADE T. BUTAY
Director of Transportation

APPROVED FOR SUBMITTAL:



SUZANNE CASE
Chairperson and Member
Board of Land and Natural Resources

Exhibit A

