

STATE OF HAWAII  
HAWAII COMMUNITY DEVELOPMENT AUTHORITY  
**KAKAAKO**  
Honolulu, Hawaii, 96813

*June 6, 2018*

Chairperson and Members  
Hawaii Community Development Authority  
State of Hawaii  
Honolulu, Hawaii

HCDA Board Members:

**SUBJECT:** Shall the Authority Authorize the Interim Executive Director to Execute a 5-Year Right of Entry for Parking in Lot C with the University of Hawaii for the benefit of the University of Hawaii at Manoa John A. Burns School of Medicine and the University of Hawaii Cancer Center?

**SUMMARY:**

The University of Hawaii John A. Burns School of Medicine (JABSOM) and the University of Hawaii Cancer Center (UHCC) are interested in leasing up to 450 stalls for student and staff parking near their campus. Lot C can accommodate up to 325 monthly parking permits for UH's use at a rate of \$100 per stall. UH would like a 5-year agreement.

**AUTHORITIES:**

The Board must approve all Right of Entry requests covering over a year in duration.

**BACKGROUND:**

UH constructed the JABSOM campus in 2005 on HCDA land in Kakaako Makai. JABSOM is required to provide 394 parking spaces for both its campus and the adjacent UHCC. JABSOM had intended to build a parking structure to provide the required parking; however, this did not come to fruition.

On August 30, 2013, the HCDA signed a parking agreement with JABSOM to assist them in fulfilling their parking requirements. This agreement is attached hereto as Exhibit A. The agreement designated 326 parking stalls to be set aside in Lot C at a fixed rate of \$50 per stall, per month. The additional 68 required stalls would be provided on JABSOM's leased premises.

Since this 2013 agreement, JABSOM/ UHCC has consistently purchased monthly parking passes for at least 326 stalls at Lot C. JABSOM/UHCC currently purchase 380 monthly parking passes at the \$50 a stall rate.

Lot C previously contained 439 marked parking stalls for JABSOM/UHCC and other monthly parkers, as well as public use. However, the recent construction of the Entrepreneur's Sandbox in the Keawe/ Ilalo St. corner of the lot has caused the loss of about 130 stalls. HCDA was able

to offset this loss by creating additional stalls in other portions of Lot C that were previously used by commercial tenants.

The current stall count during construction is 384 total stalls. Of this number, 275 stalls are marked for monthly parking and 100 are left open for daily paid public parking. There are 9 handicapped/ ADA accessible stalls.

HCDA's Lot C parking vendor, ProPark, believes a maximum of 325 monthly parking passes can be sold to JABSOM/UHCC without jeopardizing parking availability within the lot. Because not all JABSOM/UHCC permit holders park in Lot C at the same time, the 275 marked stalls designated for monthly parking are expected to accommodate all 325 parking permits. This would leave sufficient stalls open for the public and the eventual needs of the Entrepreneur's Sandbox.

JABSOM/UHCC has a need for up to 450 stalls for its students and staff. The HCDA currently provides JABSOM with 380 stalls at Lot C and 45 stalls at the Ohe Street Parking Lot at a rate of \$50 per stall, per month. Both of these parking agreements expire on August 31, 2018.

With the Kakaako Makai City land transfer contemplating the inclusion of the Ohe Street Parking Lot, it is unclear whether JABSOM will be able to continue leasing those 45 stalls. JABSOM recognizes its student and staff parking needs and is seeking alternate arrangements.

#### **ANALYSIS:**

The market rate for monthly parking in the Kakaako Makai area ranges from \$175 to \$250 per stall. The most comparable parking is across the street at the 677 Ala Moana parking garage (Gold Bond building), which rents to tenants at \$178 a stall. The HCDA financial task force expressed its desire to charge market rates for all HCDA properties, and as such, HCDA staff recommends charging JABSOM/UHCC a minimum of \$100 per stall in Lot C with a 3% annual escalation. JABSOM/UHCC is amendable to this increase.

JABSOM/UHCC requests a 5-year ROE to utilize at least 325 stalls at Lot C to accommodate student and staff parking. The number of stalls would be subject to increase or decrease, depending on actual parking usage and public needs. This ROE will include a mutual termination clause that allows either party to terminate the ROE for any reason with at least 90-days written notice.

**RECOMMENDATION**

HCDA staff recommends that the Board:

Authorize the Interim Executive Director to Execute a 5-Year Right of Entry for Parking in Lot C with the University of Hawaii for the benefit of the University of Hawaii at Manoa John A. Burns School of Medicine and the University of Hawaii Cancer Center?

Respectfully submitted,



\_\_\_\_\_  
Lindsey Doi  
Asset Manager

APPROVED FOR SUBMITTAL:



\_\_\_\_\_  
Garrett Kamemoto, Interim Executive Director  
Hawaii Community Development Authority

**Attachments**

- Exhibit A – August 30, 2013 Lot C HCDA JABSOM Parking Agreement
- Exhibit B - Draft Lot C JABSOM ROE and Premises Map

## PARKING AGREEMENT

THIS PARKING AGREEMENT ("*Agreement*") is made this 30<sup>th</sup> day of August, 2013, by and between the **HAWAII COMMUNITY DEVELOPMENT AUTHORITY ("*HCD*A")**, a body corporate and a public instrumentality of the State of Hawaii, whose principal place of business and post office address is 461 Cooke Street, Honolulu, Hawaii 96813, and the **UNIVERSITY OF HAWAII ("*UH*")**, the State university and body corporate established by the constitution and laws of the State of Hawaii, whose principal place of business and post office address is 2444 Dole Street, Bachman Hall, Room 202, Honolulu, Hawaii 96822, (collectively, the "*Parties*").

### RECITALS:

- A. The University of Hawai'i John A. Burns School of Medicine ("*JABSOM*") Phase 1 of the *JABSOM* Project, is located on approximately 9.898 acres of land and identified as Tax Map Key Nos. (1) 2-1-60: 007 (por.) and 009 ("*Ground Lease Property*") pursuant to that certain Ground Lease between *HCD*A, as lessor, and *UH*, as lessee, dated October 24, 2002 (Lease No. 02-01) (the "*Ground Lease*");
- B. The University of Hawaii Cancer Center, ("*Cancer Center*") facility, which is Phase 2 of the *JABSOM* Project, is also located on the *Ground Lease Property* and is adjacent to Phase 1 of the *JABSOM* Project;
- C. Pursuant to Administrative Amendment No. 1 to Development Permit No. MUZ 50-02, as amended, *UH* is required to provide three hundred ninety-four (394) parking spaces for Phases 1 & 2 of the *JABSOM* Project ("*Total Parking Requirement*");
- D. *UH* is the current Lessee of approximately 5.511 acres of real property, being Lot 2 of File Plan No. 2335 and identified as Tax Map Key No. (1) 2-1-015: 052 ("*Parking Premises*") pursuant to that certain Development Lease between *HCD*A, as lessor, and *UH*, as lessee, dated September 1, 2008, ("*Development Lease*") and which is scheduled to terminate on August 31, 2013 if *UH* does not satisfy certain conditions precedent contained in the *Development Lease*; and
- E. The Parties desire to acknowledge the termination of the *Development Lease* and resolve the manner in which *UH* will satisfy its *Total Parking Requirement*.

### AGREEMENT:

NOW THEREFORE, BE IT RESOLVED, the *HCD*A and *UH* agree to the following terms and provisions:

1. Development Lease. Inasmuch as UH is unable to satisfy the conditions precedent contained in the Development Lease before the Conditions Satisfaction Deadline, the Development Lease will terminate at 11:59 p.m. on August 31, 2013.
2. Parking Lot. As of 12:00 a.m. on September 1, 2013, HCDA will control and operate the parking lot located on the Parking Premises (hereinafter, "Parking Lot"). The Parking Lot consists of approximately four hundred thirty-nine (439) parking stalls. HCDA or its designated Parking Lot operator ("Operator"), in their sole discretion, shall establish the Parking Lot's hours of operation and terms and conditions of use.
3. UH Parking Stalls. HCDA shall designate and UH shall: (a) rent a minimum of three hundred twenty-six (326) parking stalls in the parking lot ("UH Parking Stalls") at a monthly rent of FIFTY DOLLARS (\$50.00) per stall provided that if UH increases its parking rate at its Manoa Campus, then UH will pay the same increased rate per parking stall for each of the parking stalls it rents from the HCDA within thirty (30) calendar days following the implementation of the increased parking rate at the Manoa Campus; (b) have after hours access to the UH parking stalls for use by the Parking Users (as defined herein) as HCDA shall provide UH with two (2) sets of keys to the Parking Lot; and (c) HCDA and UH agree that UH may request additional parking stalls within the Parking Lot, which shall be at an identical monthly rent per stall as the UH Parking Stalls provided that UH notifies HCDA in writing at least thirty (30) days before the start of each academic year regarding the number of additional parking stalls (over and above the UH Parking Stalls) that UH desires to rent for the upcoming academic year. HCDA will make every reasonable effort to provide these additional parking stalls to UH, if available. For purposes of this Agreement, HCDA agrees to allow UH to rent an additional thirty-nine (39) parking stalls within the Parking Lot for academic year 2013-2014.
4. Parking Users. UH shall pay HCDA or its Operator the total parking rent due on or before the first day for each month. Should UH fail to remit its payment on or before the first day of each month, UH shall be subject to late fees of five percent (5%) of the amount due. UH shall require that all of its employees, officers, directors, representatives, and agents (collectively, "Parking Users") who enter upon and use the Parking Lot abide by the hours of operation and terms and conditions of use of the Parking Lot established by HCDA and/or its Operator.
5. Satisfaction of Total Parking Requirement. HCDA and UH agree that UH may satisfy the Total Parking Requirement applicable to Phases 1 and 2 of the JABSOM Project so long as it provides a total of sixty-eight (68) parking stalls on the Ground Lease Property and a minimum of three hundred twenty-six (326) parking stalls rented at the Parking Lot.

6. Term. This Agreement shall be effective from 12:00 a.m. September 1, 2013 to 11:59 p.m. August 31, 2018 ("Termination Date"). This Agreement shall automatically terminate on the Termination Date, unless earlier terminated as provided below.
7. Termination. Either party may terminate this Agreement upon providing ninety (90) days written notice to the other party pursuant to the notice provisions in paragraph 25 below.
8. Non-transferrable. This Agreement or any rights hereunder shall not be sold, assigned, conveyed, or otherwise transferred or disposed of without HCDA's express prior written consent, which may be withheld in its sole discretion.
9. No Partnership or Joint Venture. Nothing in this Agreement shall be deemed to create a partnership or joint venture between HCDA and UH or to render either party liable in any manner for the debts or obligations of the other.
10. Governing Law. This Agreement shall be governed by and interpreted, construed, and enforced in accordance with the laws of the State of Hawai'i.
11. Counterparts. This Agreement may be executed in two (2) or more counterparts, and shall be deemed to have become effective when and only when one (1) or more of such counterparts shall have been signed by or on behalf of HCDA and UH, although it shall not be necessary that any single counterpart is signed by or on behalf of each. All such counterparts shall be deemed to constitute but one (1) and the same instrument. An executed counterpart of this Agreement transmitted and received by facsimile shall be deemed for all purposes to be an original, executed counterpart hereof. Duplicated unexecuted pages of the counterparts (whether original or received by facsimile) may be discarded and the remaining pages assembled as one document.
12. Successors and Assigns. The covenants and agreements herein contained shall be binding upon and inure to the benefit of HCDA and UH and their permitted successors and assigns.
13. Consents and Approvals. Except as provided in paragraph 8 above, whenever under the terms of this Agreement, the consent or approval of a party is required, such consent or approval shall not be unreasonably or arbitrarily withheld, and no charge, direct or indirect, shall be made therefor.
14. Time of the Essence. Time shall be of the essence hereunder. Any reference in this Agreement to time for performance of obligations or to elapsed time shall mean consecutive calendar days, months or years, as applicable, unless otherwise explicitly indicated herein.

15. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

16. Nonwaiver. Except as otherwise provided herein, the rights and remedies of the parties to this Agreement are cumulative and not alternative. Any waiver of the terms, conditions, or provisions of this Agreement or a party's rights or remedies under this Agreement must be in writing to be effective and shall be limited to the instance for which such waiver was issued unless expressed otherwise in writing signed by the party providing the waiver. Failure, neglect, or delay by a party to enforce the terms, conditions, or provisions of this Agreement or such party's rights or remedies at any time, shall not be construed as a waiver of such party's rights under this Agreement and shall not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take any subsequent action. No exercise or enforcement by any party of that party's rights or remedies under this Agreement shall preclude the enforcement by such party of any of its other rights or remedies that are available under this Agreement or by law.

17. Entire Agreement. This Agreement sets forth all of the agreements, conditions and understandings between HCDA and the UH regarding the Parking Premises and supersedes all prior agreements, written or oral, which shall have no further force or effect, and there are no promises, agreements, conditions, understandings, warranties, or representations, oral or written, expressed or implied, between them other than as set forth or as referred to herein.

18. No Oral Modification. Any agreement hereafter made shall be ineffective to change, waive, modify, discharge, terminate, or effect an abandonment of this Agreement in whole or in part unless such agreement is in writing and signed by both Parties.

19. No Party Deemed Drafter. Each party has thoroughly reviewed and revised this Agreement and has had the advice of counsel prior to execution hereof, and the parties agree that neither party shall be deemed to be the drafter hereof.

20. Construction; Paragraph Headings. The use of any pronoun herein shall include any and all pronouns and the singular shall include the plural and vice versa, as the context may require. The headings and captions used herein are for convenience of reference only and are not to be used to construe, interpret, define, or limit the paragraphs to which they may pertain.

21. Dispute Resolution. If any disputes arise between HCDA and the UH concerning any aspect of this Agreement, the parties will use their best efforts to address and

resolve such disputes and the parties agree to negotiate face-to-face within twenty (20) days of receipt of a letter describing the nature of the dispute and referencing this paragraph. The meeting will be held on the island of Oahu, Hawaii at the place of business of the party receiving the letter unless the parties mutually agree to meet at another place.

If the matter in dispute is not resolved by negotiation within thirty (30) days of this initial negotiation meeting, the parties agree to submit the matter in dispute to the UH President and the Director of the State of Hawai'i Department of Business, Economic Development, and Tourism ("DBEDT") for resolution.

If the matter in dispute is not resolved by the UH President and the DBEDT Director within thirty (30) days after the matter in dispute is submitted to them, the parties agree to submit the matter in dispute to the Governor for final resolution and the parties agree to abide by the decision of the Governor.

22. No Third Party Rights. The provisions of this Agreement are solely for the benefit of the parties hereto and nothing herein shall be deemed or construed to create any rights whatsoever in any third parties.

23. Non-liability of individuals. No officer, employee, agent, or representative, or person acting for or on behalf of HCDA or UH, nor any of them, shall be charged personally with any liability, or be held liable under any term, condition, covenant, or provision of this Agreement, or because of the execution or attempted execution of this Agreement, or because of any breach, or attempted or alleged breach of this Agreement.

24. Contacts, liaisons. HCDA and UH shall each designate in writing a representative to coordinate efforts of the parties hereunder and to act as principal liaison between the parties to resolve any questions or issues.

25. Notices. Any notice, request, demand, or other communication required or permitted to be given or made under this Agreement by either party hereto shall be in writing and shall be deemed to have been duly given or served if: (a) personally delivered; (b) sent by mail, postage prepaid and certified with return receipt requested; (c) transmitted by facsimile, or (d) sent by e-mail with request for delivery confirmation, at the address, facsimile number, or e-mail address given below:

Hawaii Community Development Authority  
Attention: Anthony J. H. Ching, Executive Director  
461 Cooke Street  
Honolulu, Hawaii 96813  
Telephone: (808) 594-0300 Facsimile: (808) 594-0299  
E-mail: [tony@hcdaweb.org](mailto:tony@hcdaweb.org)



University of Hawaii  
Attention: Vice President for Budget and Finance/Chief Financial Officer  
2444 Dole Street  
Honolulu, Hawaii 96822  
Telephone: (808) 956-8903  
Facsimile: (808) 956-5286  
E-mail: htodo@hawaii.edu

IN WITNESS WHEREOF, HCDA and UH have caused this Agreement to be executed as of the day and year first above written.

Hawaii Community Development Authority

By: \_\_\_\_\_  
Anthony J. H. Ching  
Executive Director

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy Attorney General

University of Hawaii

By: *M.R.C. Greenwood*  
M.R.C. Greenwood  
Its President

By: *Howard S. Todo*  
Howard S. Todo  
Vice President for Budget and Finance/Chief  
Financial Officer

REVOCABLE RIGHT OF ENTRY (ROE 13-18)

By this NONEXCLUSIVE REVOCABLE RIGHT OF ENTRY AGREEMENT (ROE) made and executed this \_\_\_\_\_ day of \_\_\_\_\_ 2018, the **HAWAII COMMUNITY DEVELOPMENT AUTHORITY (HCDA or GRANTOR)**, a body corporate and a public instrumentality of the State of Hawaii, hereby grants to **RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII (“RCUH”)** for the benefit of the **UNIVERSITY OF HAWAII, JOHN A. BURNS SCHOOL OF MEDICINE (GRANTEE)**, a nonexclusive right of entry upon and use of the Premises (as defined below) subject to each of the following terms and conditions:

1. **Grant of Right-of-Entry.** The HCDA hereby grants to GRANTEE and all of its members, employees, officers, directors, representatives, agents, invitees, guests, and independent contractors (collectively, **Permitted Persons**) an ROE to enter upon the Premises (as defined below) for the sole purposes set forth herein. GRANTEE is responsible for communicating and explaining the terms and conditions of this ROE to all Permitted Persons and ensuring compliance by Permitted Persons with such terms and conditions.

2. **Premises.** This ROE shall pertain to the 5.5 acre paved parking lot known as Lot C, located at the Ewa end of Ilalo Street, Honolulu, Hawaii 96813 and identified by Oahu Tax Map Key No. (1)-2-1-015:052 (**Premises**). The Premises is more particularly shown and depicted on the map attached to this ROE as Exhibit “A” and made a part hereof. Any question or conflict regarding the boundary of the Premises shall be unilaterally resolved by GRANTOR.

3. **Term.** The term of this ROE shall commence on September 1, 2018 (**Commencement Date**) to August 31, 2023 (**Termination Date**). This ROE shall automatically terminate on the Termination Date, unless earlier revoked as provided herein. GRANTEE agrees to be bound by the terms and conditions of the ROE and any written amendments to this ROE signed by both Parties.

4. **Use of Premises.** This ROE is nonexclusive. The ROE granted hereby shall be for the sole purpose of vehicle parking by Permitted Persons in up to three hundred and twenty five (325) marked parking stalls located on the Premises. Parking is on a first come, first served basis, as the lot is shared with the public. Vehicles parked in non-designated spaces for any reason, or otherwise obstructing ingress and egress, including impeding driveways, entrances and exits, will be subject to removal by towing at GRANTEE’s sole expense.

5. **Acknowledgement of Use By Other Persons.** GRANTEE acknowledges that other persons or entities have the right to enter and/or use the Premises with the approval of the HCDA, and with the exception of the uses specified herein, GRANTEE shall not unreasonably interfere with or impair the use and enjoyment of the Premises by such other persons or entities.

6. **Due Care and Diligence.** GRANTEE shall exercise diligence and due care for public safety in entering upon the Premises and shall not unreasonably disrupt or disturb the activities customary to the operations of the HCDA or its agents on the Premises, or other persons or entities who have the right to enter and/or use the Premises with the approval of the HCDA. At all times during the term of this ROE and upon the termination of this ROE, GRANTEE shall be responsible for: (a) removing any debris or trash deposited on the Premises; (b) repairing any damage to the Premises caused by its actions or the actions of third-persons due to GRANTEE's actions or inactions in securing the Premises; and (c) restoring the Premises to substantially the same condition it was in at the time of GRANTEE's entry onto the Premises, normal wear and tear excepted. This provision shall survive the termination of this ROE.

7. **GRANTEE Responsibility.** HCDA and GRANTEE acknowledge and agree that GRANTEE, as an agency of the State of Hawaii, is not authorized to indemnify HCDA in any way, including, without limitation, against any claims for bodily injury, wrongful death, and/or property damages by any persons or entities.

GRANTEE, as an organization of the State of Hawaii, shall be liable, subject to the applicable provisions of Chapter 661, Hawaii Revised Statutes (Actions By and Against the State) and Chapter 662, Hawaii Revised Statutes (State Tort Liability Act) for all claims and demands for property damage, loss, personal injury or death caused by the negligent or wrongful act or omission of any officer or employee of the GRANTEE while acting within the scope of the office of employment, or persons acting for the GRANTEE in an official capacity, temporarily, whether with or without compensation.

8. **Condition of Premises/Assumption of Risk.** GRANTEE hereby agrees and acknowledges that HCDA has not made any representation or warranty, implied or otherwise, with respect to the condition of the Premises, including any dangerous or defective conditions existing in or on the Premises, whether or not such conditions are known to HCDA or reasonably discoverable by GRANTEE. GRANTEE agrees that all property, approved improvements, and equipment of GRANTEE kept or stored on the Premises during the term of this ROE shall be so kept or stored at the sole risk of GRANTEE. This provision shall survive the expiration or earlier termination of the ROE.

9. **Compliance with Laws and Regulations.** GRANTEE shall, at all times during the term of this ROE, observe and comply with all applicable laws, rules and regulations, whether County, State or Federal, including but not limited to, the laws applicable to the use of the Premises and the securing of any and all necessary governmental and other approvals and permits for its use of the Premises, including, but not limited to, compliance with Hawaii Revised Statutes (HRS) Chapter 6E and HRS Section 269E-4.

10. **Prohibited Use.** Any use of the Premises not authorized herein shall constitute a material breach of this ROE. Upon such breach, the HCDA may terminate

this ROE and pursue any other remedies to which the HCDA is entitled by law; provided that, the HCDA shall first give GRANTEE notice thereof and afford GRANTEE forty-eight (48) hours to cure such breach.

11. **Improvements.** GRANTEE shall not construct any improvements of any kind or nature upon the Premises without the HCDA's express prior written consent, which consent may be granted or withheld in the HCDA's sole discretion. Any improvements, including but not limited to structures, erected on or moved onto the Premises by GRANTEE shall remain the property of GRANTEE. GRANTEE shall have the right, prior to the termination or revocation of this ROE, or within an additional period the HCDA in its discretion may allow, to remove the improvements from the Premises. In the event the GRANTEE shall fail to remove the improvements prior to the termination or revocation of this Permit or within an additional period, the HCDA may, in its sole discretion, elect to retain the improvements or may remove the same and charge the cost of removal and any storage to GRANTEE. This provision shall survive the termination of this ROE.

12. **No Lien.** GRANTEE shall not: (a) create, incur, or assume any attachment, judgment, lien, charge, or other encumbrance on the Premises or any improvements thereon; or (b) suffer to exist any such encumbrance other than one created, incurred, or assumed by the HCDA.

13. **Non-transferrable.** This ROE or any rights hereunder shall not be sold, assigned, conveyed, or otherwise transferred or disposed of without the HCDA's express prior written consent.

14. **Additional Terms and Conditions.**

- (a) GRANTEE shall pay the HCDA a usage fee of \$32,500 per month (\$100 per stall) without notice or demand, on the first (1st) day of each month for the ensuing month during the term of this ROE. If the first (1st) day falls on a weekend or State holiday, GRANTEE shall tender payment of the usage fee on the first business day immediately following the weekend or State holiday. Without prejudice to any other remedy available to the HCDA, GRANTEE shall, without further notice or demand, pay to the HCDA, a service charge of \$200.00 for each calendar month in which payment is due and remains unpaid more than ten (10) days after its due date on the first of the month.
- (b) No one may reside on the Premises, and the Premises may not be accessed for any other purpose except as authorized herein.
- (c) Plants, rocks, dirt, asphalt and other materials that are on or part of the Premises shall not be harmed or removed from the Premises.
- (d) The HCDA reserves the right to impose additional terms and conditions it deems reasonably necessary. Written notice of any

such additional terms and conditions shall be provided to GRANTEE not less than 30 days prior to the effective date. Any such additional terms and conditions shall not materially interfere with or impair GRANTEE's rights of use herein.

15. **Termination.** Either Party may terminate this ROE at any time upon not less than 90 days prior written notice.

16. **Notices.** Any notice, request, demand, or other communication required or permitted to be given or made under this ROE by either party hereto shall be in writing and shall be deemed to have been duly given or served if: (a) personally delivered; (b) sent by mail, postage prepaid and certified with return receipt requested; (c) transmitted by facsimile, or (d) sent by e-mail with request for delivery confirmation, at the address, facsimile number, or e-mail address given below:

Hawaii Community Development Authority  
Attention: Lindsey Doi, Asset Manager  
547 Queen Street  
Honolulu, Hawaii 96813  
Telephone: (808) 594-0300  
Fax: (808) 587-0299  
Email: [contact@hcdaweb.org](mailto:contact@hcdaweb.org)

Research Corporation of the University of Hawaii  
1601 East-West Road, Burns 4020  
Honolulu, HI 96848  
Telephone: (808) 956-3608  
Facsimile: (808) 956-3822  
Email: [rcuhfiscal@rcuh.com](mailto:rcuhfiscal@rcuh.com)

With a Copy to:  
University of Hawaii, John A. Burns School of Medicine  
Attention: Jerris R. Hedges, Dean of John A. Burns School of Medicine  
651 Ilalo St., MEB 223J  
Honolulu, HI 96813  
Telephone: (808) 692-0899  
Facsimile: (808) 692-1247 Email: [jerris@hawaii.edu](mailto:jerris@hawaii.edu)

17. **Headings/Captions.** The headings and captions of paragraphs or other parts hereof are for convenience of reference only and are not to be used to construe, interpret, define, or limit the paragraphs to which the respective headings and captions may pertain.

18. **Governing Law.** This ROE shall be governed by and construed under the laws of the State of Hawaii.

19. **Representation on Authority of Parties/Signatories.** Each person signing this agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute and deliver this agreement. Each party represents and warrants to the other that the execution and delivery of the agreement and the performance of such party's obligations hereunder have been duly authorized and that the agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

20. **Counterparts.** This ROE may be executed in several duplicate counterparts and such counterparts, when executed, shall constitute a single agreement.

21. **Entire Agreement.** This ROE constitutes the entire Agreement and understanding between the Parties and shall supersede any and all prior communications, representations, or agreements, both verbal and written, between the Parties regarding the use of the Premises. This ROE cannot be modified except by a written instrument signed by both Parties.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the HCDA and GRANTEE have caused this ROE to be executed as of the day and year first above written.

**HAWAII COMMUNITY  
DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_  
Garett Kamemoto  
Interim Executive Director

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy Attorney General

**RESEARCH CORPORATION OF THE  
UNIVERSITY OF HAWAII FOR THE  
BENEFIT OF UNIVERSITY OF  
HAWAII, JOHN A. BURNS SCHOOL  
OF MEDICINE**

By: \_\_\_\_\_  
Sylvia Yuen  
Executive Director

**UNIVERSITY OF HAWAII, JOHN A.  
BURNS SCHOOL OF MEDICINE**

By: \_\_\_\_\_  
Jerris R. Hedges  
Dean



