

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

April 3, 2019

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

HCDA Board Members:

**SUBJECT:** Shall the Authority Authorize the Executive Director to Execute a Five Year Right of Entry 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 for 45 Parking Stalls in the "Ohe Street Parking Lot" and 50 Parking Stalls in the Kakaako Waterfront Park Parking Lot?

**SUMMARY:**

To meet faculty and student parking demand, the University of Hawaii John A. Burns School of Medicine (JABSOM) and the University of Hawaii Cancer Center (UHCC), (collectively UH) are interested in leasing the 45-stall "Ohe Street Parking Lot," as well as 50 stalls within the Kakaako Waterfront Park Parking Lot. UH proposes a 5-year agreement at a rate of \$100 per stall, with a 3% annual escalation. The City has consented to assume this agreement when the land is conveyed.

**AUTHORITIES:**

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

**BACKGROUND:**

UH constructed the JABSOM campus in 2005 on Hawaii Community Development Authority (HCDA) land in Kakaako Makai. UH constructed the adjacent UHCC campus as Phase II of the project in 2013. UH had intended to build a parking structure to provide campus parking; however, this did not come to fruition.

Instead, UH entered into a parking agreement with HCDA to purchase 380 monthly parking passes at HCDA's adjacent Lot C for UH staff, faculty, and students. This agreement expired in August 2018, and in September 2018, UH and HCDA executed a new agreement to provide UH 325 parking stalls at Lot C. This reduced stall count is the maximum number of stalls that currently can be leased to UH at Lot C due to the development of the Entrepreneur's Sandbox.

In a letter dated March 20, 2019, UH inquired about leasing the Ohe Street Parking Lot and 50 stalls within the Kakaako Waterfront Park Parking Lot during weekday business hours (7:30 a.m. to 6:00 p.m.) to assist UH in meeting their parking needs. This letter is attached hereto as Exhibit A-1.

The Ohe Street Parking Lot contains 45 marked parking stalls and is located at 135 Ohe Street, adjacent to the Makai Gateway Park. A map of the Ohe Street parking lot is contained in UH's letter as Exhibit A. This parking lot is a few hundred yards Diamond Head of both the JABSOM and UHCC campuses.

UH previously held a Right of Entry (ROE) for volunteer faculty and student parking in the Ohe Street Parking Lot; however, that ROE expired in September 2018. The ROE was not renewed at that time, as the Ohe Street Parking Lot is set to be conveyed to the City and County of Honolulu as part of the Makai Lands Transfer.

The Kakaako Waterfront Park Parking Lot contains a total of 302 marked parking stalls. Of these, 20 stalls are currently leased to the Family Assessment Center for their use. UH proposes a similar lease of 50 stalls, as depicted in the orange outline of the map attached to their letter as Exhibit B.

UH has since discussed the issue with the City, and the City is amenable to HCDA executing new ROEs for both the Ohe Street Parking Lot and 50 stalls in the Waterfront Park Parking Lot prior to conveyance. Drafts of those ROEs are attached to UH's letter as Exhibits C and D. The City notes its consent and willingness to honor those ROEs following the lands transfer in the March 21, 2019 letter attached hereto as Exhibit F.

The market rate for monthly parking in the Kakaako Makai area ranges from \$175 to \$250 per stall. In its request for 325 stalls at Lot C, JABSOM indicated that it could pay \$100 per stall, plus a 3% annual escalation. JABSOM requests that HCDA consider the same \$100 rate for the additional 45 stalls in the Ohe Street Parking Lot and 50 stalls at Waterfront Park.

#### **ANALYSIS:**

At HCDA's request, UH conducted a parking survey to study the utilization of the Ohe Street Parking Lot and Kakaako Waterfront Park Parking Lot during weekday business hours. The survey is attached within UH's letter as Exhibit E. UH surveyed both parking lots over a period of four weeks, beginning February 11, 2019 and ending March 8, 2019.

As the Ohe Street Parking Lot has not been leased to other parties since UH's lease expired in September 2018, UH found the lot has been extremely underutilized. Their study shows the average usage of the Ohe Street Parking Lot was about six cars a day for a 13% daily parking utilization rate during the survey's observation period.

The Kakaako Waterfront Park Parking Lot was better utilized but was still only 42% full at its peak usage throughout the four-week study. UH counted 126 cars parked in the Waterfront Park Parking Lot at 8:30 a.m. on February 22, 2019; however, this was likely attributed to a one-time event, as all other usage was drastically lower. UH reports that the average daily public usage of

the Kakaako Waterfront Park Parking Lot is equivalent to 57 vehicles, or a 19% daily parking utilization rate.

UH concludes that there is sufficient capacity to accommodate leasing 50 stalls at the Kakaako Waterfront Park Parking Lot during weekday business hours, as there are usually over 200 vacant stalls on a daily basis. UH requests the leased stalls be located in the area of the parking lot that is least utilized by park users, which happens to also be the area closest to the UH campus.

In addition, the 50 leased stalls would be open for public use after 6:00 p.m. on weekdays, as well as on all weekends and holidays. This type of parking sharing agreement would benefit both UH and the public, as public park events that require parking are generally held during nights and weekends when the leased stalls would be made available.

As previously mentioned, the Ohe Street Parking Lot is currently vacant with no lessee, as the pending City Makai Lands Transfer precluded efforts to lease the property. Due to this vacancy, the parking lot has attracted trespassers, loose dogs, illegal dumping, vandalism, and a growing number of encampments.

HCDA cleared the area on March 15, 2019 and installed temporary orange fencing around the perimeter of the lot to keep it clear. However, the HCDA does not currently have the staff or resources to constantly monitor these properties and remove accumulated debris. Activating both the Ohe Street Parking Lot and the underutilized Kakaako Waterfront Park Parking Lot would bring much needed "body-heat" to the area and decrease undesirable criminal activity.

Under the previous ROE for the Ohe Street Parking Lot, UH was successful in keeping the lot clear of trespassers and encampments. UH campus security also regularly patrolled the lot and monitored the vehicles that parked there.

Under this proposed agreement, UH security will provide the additional benefit of preventing unauthorized UH parking in the Kakaako Waterfront Park Parking Lot. UH security will assist HCDA's security contractor in policing the lot and will only allow those with permits to park in the 50 reserved stalls. This will prevent UH staff and students from abusing the agreement and parking in excess of the 50 allotted stalls.

Although the proposed \$100 per stall rate is less than market value for the area, UH's presence in both parking lots would provide HCDA with the avoided cost of procuring additional services to keep the lot clear. For HCDA to similarly secure the area, HCDA would need to procure additional security and abandoned property removal services. Property removal service contracts previously cost the HCDA about \$3,500 for each four-hour shift. To keep a vacant area such as the Ohe Street Parking Lot clear, HCDA staff estimates property removal should be done at least twice a month, at a cost of at least \$7,000 monthly. In addition, adding the Ohe Street Parking Lot into the current scope of work for HCDA's park security contractor would also likely cost upwards of \$1,000 each month.

This combined total of \$8,000 in monthly avoided costs to the HCDA is worth more than charging market rent for the use of the Ohe Street Parking Lot. In addition, HCDA receives the

benefit of activating the parking lots and reducing criminal activity, while UH gains much needed parking for volunteer faculty, staff, and students.

**RECOMMENDATION:**

HCDA staff recommends that the Board:

Authorize the Executive Director to Execute a Five Year Right of Entry 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 for 45 Parking Stalls in the “Ohe Street Parking Lot” and 50 Parking Stalls in the Kakaako Waterfront Park Parking Lot.

Respectfully submitted,



Lindsey Doi  
Asset Manager

APPROVED FOR SUBMITTAL:



Aedward Los Banos, Executive Director

Attachments

Exhibit A-1 – UH Request Letter to HCDA dated March 20, 2019

Exhibit A – Ohe Street Parking Lot map

Exhibit B – Kakaako Waterfront Park Parking Lot map

Exhibit C – Draft ROE for Ohe St. Lot

Exhibit D – Draft ROE for Waterfront Park Parking Lot

Exhibit E – UH Parking Survey

Exhibit F – City Letter to UH dated March 21, 2019



UNIVERSITY  
of HAWAII°  
MANOA

John A. Burns School of Medicine  
Office of the Dean

651 Ilalo Stgreet, MEB, Honolulu, HI 96813-5534

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RECEIVED

2019 MAR 20 PM 1:00

HAWAII COMMUNITY  
DEVELOPMENT  
AUTHORITY

March 20, 2019



EXHIBIT A-1

UNIVERSITY OF HAWAII°  
CANCER CENTER

701 Ilalo Street, Honolulu HI 96813 | Tel (808) 586-3010  
Fax (808) 586-3052 | [www.uhccancercenter.org](http://www.uhccancercenter.org)

A National Cancer Institute-designated Cancer Center  
An Equal Opportunity Affirmative Action Institution.

Aedward Los Banos  
Executive Director  
Hawaii Community Development Authority  
547 Queen Street  
Honolulu, Hawaii 96813

RE: Rights of Entry Agreement (ROEs) between the Hawaii Community Development Authority (HCDA) and the University of Hawaii'i (University) for parking use of the Ohe Street Lot and a portion of the Kakaako Waterfront Park by the John A. Burns School of Medicine (JABSOM) and the University of Hawaii'i Cancer Center (UHCC)

Dear Director Los Banos:

The University appreciates HCDA's approval at its June 6, 2018 meeting of the ROE under which the University has been allowed to continue to use a portion of Lot C for parking up to 325 vehicles. Under the Administrative Amendment No. 1 to Development Permit dated May 25, 2010, however, the University is required to provide off-site parking stalls in connection with the University's operation of JABSOM and UHCC. In order to meet this requirement and current parking needs, the University requests HCDA's approval to use the following HCDA areas for parking primarily by JABSOM and UHCC faculty, students, and staff:

1. 45 parking stalls, as previously used by the University, at the Ohe Street Lot which is designated as TMK (1)2-1-060:030 (por.) (Ohe Lot) (parcel map attached hereto as Exhibit A); and
2. 50 parking stalls at the Kakaako Waterfront Park (portion) which is designated as TMK (1)2-1-060:008 and 029 (por.) (Waterfront Lot) (parcel map attached hereto as Exhibit B).

Based upon the attached parking survey conducted over a period of 4 weeks, from February 11 through March 8, 2019, there is sufficient capacity at the Waterfront Lot to accommodate the University's limited weekday use of the 50 parking stalls, without adversely impacting park users. Similar to HCDA's arrangement with the Family Assistance Center (FAC) for use of parking spaces within the Waterfront Lot, it is anticipated that parking stalls reserved for University use will be available to members of the public after 6 pm on weekdays and at all hours on weekends and holidays. In addition, the University's use of the parking stalls will provide revenue support for maintenance and security at the Ohe Lot and Waterfront Lot. The University is conducting additional due diligence on the foregoing and will provide additional confirmation prior to the HCDA hearing on the University's request.



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It is our understanding that HCDA and the City and County of Honolulu (City) are in discussions to transfer some HCDA properties to the City, including the Ohe Lot and the Waterfront Lot. Based upon our conversations with the City, it is our further understanding that the City does not have any objections to the University's use of parking stalls in the Ohe Street Lot and the Waterfront Lot, is willing to accept the transfer subject to keeping the ROEs in place, and will provide confirmation to HCDA in support of the University's request.

We also note that on December 5, 2018, the City Council's Committee on Public Works, Infrastructure and Sustainability amended Resolution 18-149, passing out a CD1 that authorizes the Mayor to accept dedication and transfer of the pertinent properties from HDCA, but which also requests that HCDA provide the Council with a report by December 31, 2018, on the expenses and revenues related to the operations and maintenance of the properties to be transferred due to cost concerns. The revenue from the ROEs for the Ohe Lot and Waterfront Lot may reduce concerns the City may have regarding the operational costs for those areas.

Attached for the HCDA Board's review and consideration are two ROEs, one for the Ohe Lot (45 parking stalls) and the other for the Waterfront Lot (50 parking stalls). The attached ROEs were prepared in substantially the same form and format as the Lot C ROE. We appreciate HCDA's consideration of our request to approve the ROEs for the Ohe Lot and the Waterfront Lot.

If you have any questions or concerns, please contact Nancy Foster at 808-692-1201 or [nkfoster@hawaii.edu](mailto:nkfoster@hawaii.edu), or Cliff Martin at 808-356-5767 or [CMartin@cc.hawaii.edu](mailto:CMartin@cc.hawaii.edu).

Very truly yours,

Jerris Hedges  
Dean, John A. Burns School of Medicine

Randall Holcombe  
Director, University of Hawaii Cancer Center

Enclosure(s) / Attachment(s)

- Exhibit A: Map of 45 Stalls at Ohe Street
- Exhibit B: Map of 50 Stalls at Waterfront Park
- Exhibit C: Draft Revocable Right of Entry for Ohe Street
- Exhibit D: Draft Revocable Right of Entry for Waterfront Park
- Exhibit E: Parking Survey



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**John A. Burns School of Medicine  
Office of the Dean**

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A National Cancer Institute-designated Cancer Center  
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- c: Roy K. Amemiya, Jr., Managing Director, City and County of Honolulu  
Lori Sunakoda, Deputy Attorney General  
Nancy Foster, Chief Financial Officer, JABSOM  
Cliff Martin, Associate Director for Administration, UHCC

**Attachment A**  
**TMKs: 2-1-60: por. 030**  
**not to scale**  
**45 Stalls at Ohe Street**

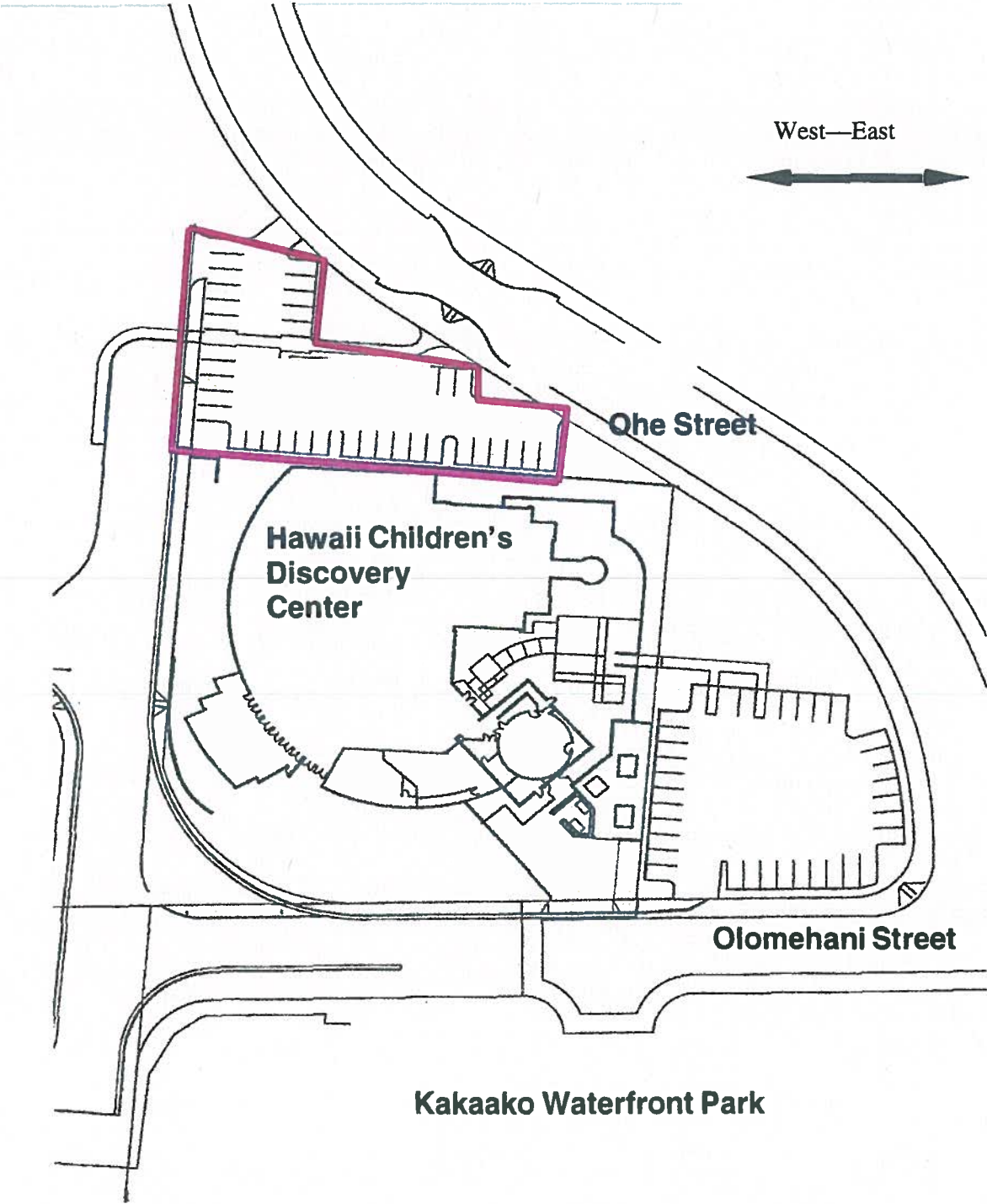
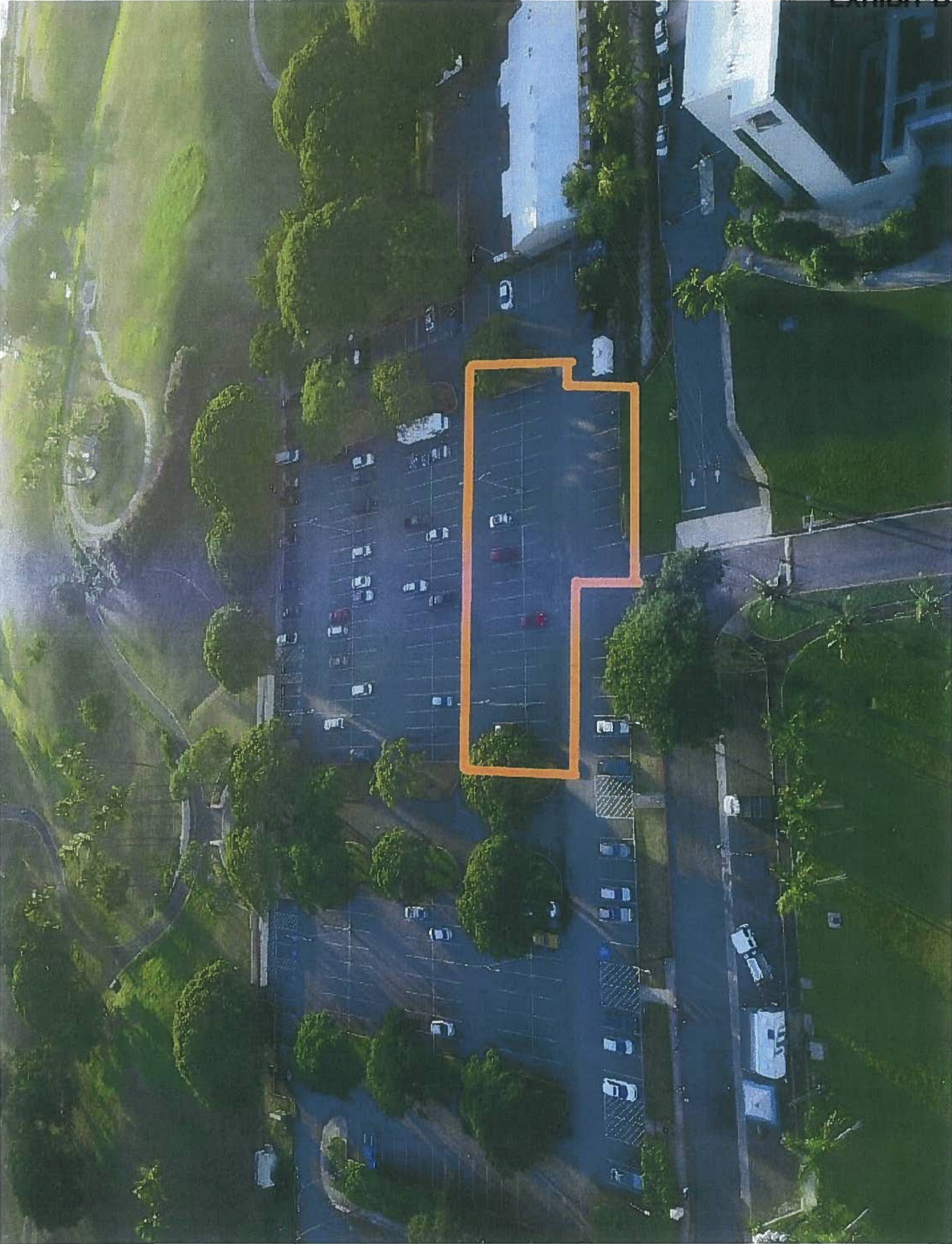




Exhibit B - Map of the Kaka'ako Waterfront Parking Lot

EXHIBIT B



REVOCABLE RIGHT OF ENTRY (ROE \_\_\_\_\_)

By this NONEXCLUSIVE REVOCABLE RIGHT OF ENTRY AGREEMENT (ROE) made and executed this \_\_\_\_\_ day of \_\_\_\_\_ 2019, the **HAWAII COMMUNITY DEVELOPMENT AUTHORITY (HCDA or GRANTOR)**, a body corporate and a public instrumentality of the State of Hawaii, hereby grants to **THE UNIVERSITY OF HAWAII**, the state university and a body corporate of the State 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, (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 GRANTEE's 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 paved parking lot located at 135 Ohe Street, Honolulu, Hawaii, and identified by Oahu Tax Map Key No. (1)-2-1-060:030 (p or.) (**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 May 1, 2019 (**Commencement Date**) to April 30, 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 within the forty-five (45) available parking stalls located on the Premises. GRANTEE shall be permitted to gate the driveways and entrances leading to the Premises and shall be responsible for operating and securing said gates. 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 by GRANTEE or Permitted Persons; (b) repairing any damage to the Premises caused by GRANTEE or Permitted Persons; 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 damage 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.

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 \$4,500 per month for the use of 45 stalls (\$100 per stall per month) with a three percent (3%) annual escalation, 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 rights or remedies 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) GRANTEE must keep the Premises clear of all unauthorized persons, unauthorized vehicles, debris, and trash at all times during this ROE.
- (d) Plants, rocks, dirt, asphalt and other materials that are on or part of the Premises shall not be harmed or removed from the Premises.

- (e) 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.
- (f) The HCDA reserves the right to adjust the number of stalls made available to GRANTEE, provided that written notice shall be provided to GRANTEE not less than 90 days prior to the effective date. The monthly usage fee would be prorated accordingly at the \$100 per stall rate and three percent (3%) annual escalation. These material changes shall be memorialized in a written amendment to this ROE, signed by the parties.

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)

University of Hawaii  
University of Hawaii at Manoa  
John A. Burns School of Medicine  
University of Hawaii Cancer Center  
Honolulu, Hawaii 96813  
Attention: Nancy Foster, Executive Director of Administration, Finance,  
& Operations & Chief Financial Officer  
Phone: (808)692-1201  
Fax: (808)692-1267  
Email: [nkfoster@hawaii.edu](mailto:nkfoster@hawaii.edu)

With a Copy to:  
Office of Procurement and Real Property Management  
University of Hawaii

1400 Lower Campus Road, Room 15  
Honolulu, Hawaii 96822  
Attention: Director  
Phone: (808) 956-8687  
Fax: (808) 956-2093

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]  
[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: \_\_\_\_\_  
Aedward Los Banos  
Executive Director

APPROVED AS TO FORM:

\_\_\_\_\_  
Lori Sunakoda  
Deputy Attorney General

**UNIVERSITY OF HAWAII**, the state  
university and a body corporate of the State  
of Hawaii

By: \_\_\_\_\_  
Kalbert Young  
Its Vice President for Budget and  
Finance

Recommend Approval:

By: \_\_\_\_\_  
David Lassner  
Chancellor  
University of Hawaii at Manoa

APPROVED AS TO FORM:  
Office of General Counsel:

\_\_\_\_\_  
Emi Morita  
Associate General Counsel

REVOCABLE RIGHT OF ENTRY (ROE \_\_\_\_\_)

By this NONEXCLUSIVE REVOCABLE RIGHT OF ENTRY AGREEMENT (ROE) made and executed this \_\_\_\_\_ day of \_\_\_\_\_ 2019, the HAWAII COMMUNITY DEVELOPMENT AUTHORITY (HCDA or GRANTOR), a body corporate and a public instrumentality of the State of Hawaii, hereby grants to THE UNIVERSITY OF HAWAII, the state university and a body corporate of the State 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, (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 GRANTEE's 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 paved parking lot located at 102 Ohe Street, Honolulu, Hawaii, and identified by Oahu Tax Map Key No. (1)-2-1-060:008 and (1)-2-1-060:029 (p or.) (**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 May 1, 2019 (**Commencement Date**) to April 30, 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 for up to fifty (50) marked parking stalls located on the Premises. The availability of 50 stalls is guaranteed only between the hours of 6:00 a.m. and 6:00 p.m. Monday through Friday, excluding state and federal holidays. After hours 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 by GRANTEE or Permitted Persons; (b) repairing any damage to the Premises caused by GRANTEE or Permitted Persons; 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 damage 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.

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 \$5,000 per month for the use of 50 stalls (\$100 per stall per month) with a three percent (3%) annual escalation, 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 rights or remedies 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) GRANTEE must keep the Premises clear of all unauthorized persons, unauthorized vehicles, debris, and trash at all times during this ROE.

- (d) Plants, rocks, dirt, asphalt and other materials that are on or part of the Premises shall not be harmed or removed from the Premises.
- (e) 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.
- (f) The HCDA reserves the right to adjust the number of stalls made available to GRANTEE, provided that written notice shall be provided to GRANTEE not less than 90 days prior to the effective date. The monthly usage fee would be prorated accordingly at the \$100 per stall rate and three percent (3%) annual escalation. These material changes shall be memorialized in a written amendment to this ROE, signed by the parties.

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)

University of Hawaii  
University of Hawaii at Manoa  
John A. Burns School of Medicine  
University of Hawaii Cancer Center  
Honolulu, Hawaii 96813  
Attention: Nancy Foster, Executive Director of Administration, Finance,  
& Operations & Chief Financial Officer  
Phone: (808)692-1201  
Fax: (808)692-1267  
Email: [nkfoster@hawaii.edu](mailto:nkfoster@hawaii.edu)

With a Copy to:  
Office of Procurement and Real Property Management  
University of Hawaii  
1400 Lower Campus Road, Room 15  
Honolulu, Hawaii 96822  
Attention: Director  
Phone: (808) 956-8687  
Fax: (808) 956-2093

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]  
[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: \_\_\_\_\_  
Aedward Los Banos  
Executive Director

APPROVED AS TO FORM:

\_\_\_\_\_  
Lori Sunakoda  
Deputy Attorney General

**UNIVERSITY OF HAWAII**, the state  
university and a body corporate of the State  
of Hawaii

By: \_\_\_\_\_  
Kalbert Young  
Its Vice President for Budget and  
Finance

Recommend Approval:

By: \_\_\_\_\_  
David Lassner  
Chancellor  
University of Hawaii at Manoa

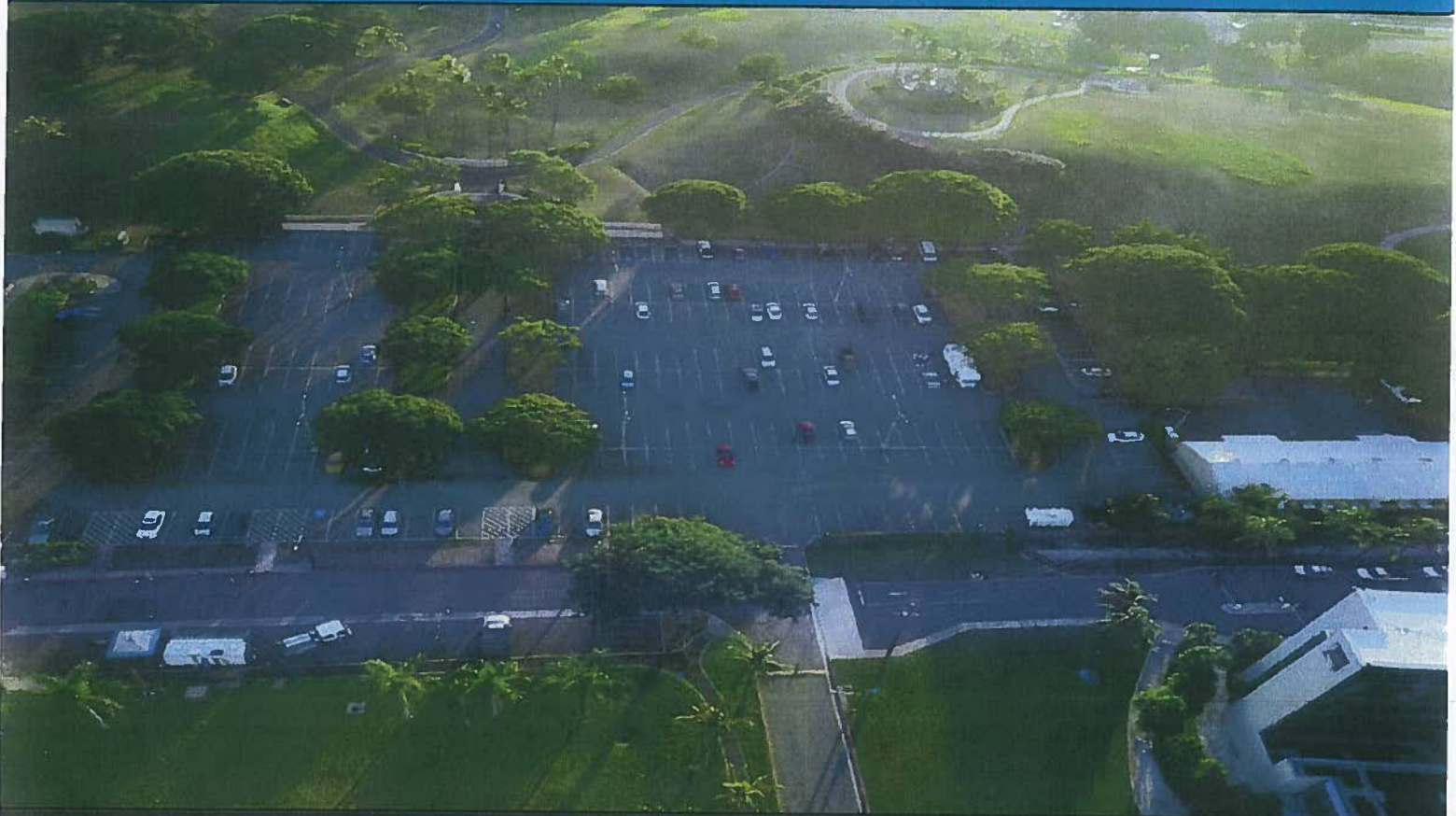
APPROVED AS TO FORM:  
Office of General Counsel:

\_\_\_\_\_  
Emi Morita  
Associate General Counsel



University of Hawai'i at Mānoa  
John A Burns School of Medicine &  
University of Hawai'i Cancer Center

EXHIBIT E



# Kaka'ako Waterfront Park & Ohe Street Lot Public Parking Usage Survey Report

March 2019

# Kaka'ako Waterfront Park & Ohe Street Lots Public Parking Usage Survey Report

## Executive Summary

In 2002, the Hawai'i Community Development Authority (HCDA) and the University of Hawai'i (UH) entered into a 57-year ground lease to develop 9.898 acres in Kaka'ako Makai area, presently known as UH Mānoa's Kaka'ako campus. A development permit was issued for the "JABSOM Project," a two phased development plan that included developing on-campus parking and utilizing temporary off-campus parking. From 2003 to the present, the University has utilized HCDA's Lot C for its temporary off-campus parking needs, and had entered into an HCDA right of entry (ROE) agreement in 2013 to use its Ohe Street parking lot during the construction of JABSOM Project's phase two, i.e., the development of the UH Cancer Center.

Under the Administrative Amendment No. 1 to Development Permit MUZ 50-02 dated May 25, 2010, the University is required to provide off-site parking stalls in connection with the University's operation of the John A Burns School of Medicine (JABSOM) and the University of Hawai'i Cancer Center (UHCC). In fall 2016, HCDA notified the University that its Board approved a three phase Lot C development plan. Lot C's first development phase was to construct the Hawai'i Technology and Development Corporation's Entrepreneur Sandbox that was scheduled to begin shortly after the University's Lot C parking and the Ohe Street ROE agreements were set to expire on August 31, 2018. In connection with Lot C's phase one development plan, HCDA reduced the University's leased parking stalls by 55 and were not able to renew the University's ROE to retain the Ohe Street 45 stall parking lot.

Thus, the purpose of conducting this public parking usage survey was to determine if the HCDA's Waterfront Park and Ohe Street lots had the excess public use capacity to allow the University to lease a total of 95 parking stalls. Leasing these stalls will allow the University to continue to meet its amended development permit total parking requirement and current parking needs. The 45 Ohe Street and 50 Waterfront Park stalls would be primarily used by JABSOM and UHCC faculty, students, and staff. JABSOM and UHCC personnel began recording public parking usage from February 11 through March 8, 2019 of the following two lots:

1. Ohe Street Lot (Ohe Lot), which is designated as TMK (1)2-1-060:030 (por.)
2. Kaka'ako Waterfront Park (Waterfront Lot), which is designated as TMK (1)2-1-060:008 and 029 (por.)

Based on our public parking usage survey results that are detailed in this report, the University believes there is more than sufficient public parking capacity to accommodate visitors from the Waterfront Park, the Children's Discovery Center, and the State's Family Assistance Center in addition to JABSOM and UHCC's work week parking needs for its employees and students **without** adversely impacting the general public's Waterfront Park users parking need or demand. Moreover, the University work week presence in the Ohe Lot and Waterfront Park may encourage and increase park patronage by adding a renewed sense of safety for park users.



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**Survey report author:** Nancy Foster

**Survey report contributing editors:** Cliff Martin, Jerris Hedges, Randall Holcombe, Emi Morita, Carrie Okinaga

**Survey observation fieldwork:** Janet Meeks and Eddie Nagamine

**Survey data generation, summation, tables, and graphics:** Janet Meeks and Nancy Foster

**Survey photography:** Edward “Buddy” Allison, Janet Meeks



# Public Parking Usage Survey Results

Our public parking usage survey fieldwork observation of HCDA's Waterfront Park and Ohe Lot was conducted over a four week period, beginning February 11, 2019 and ending March 8, 2019. Observation was performed using UHCC's administration and research building security camera surveillance footage and drone and individual photos taken by JABSOM personnel. The survey's fieldwork observation focused on capturing vehicle occupancy counts over four daily time intervals to simulate the highest parking occupancy times during a typical work week in the Waterfront Park and Ohe Lot parking areas. This report's following two sections will provide tables, graphs, and photographs demonstrating both parking lots public occupancy usage by location.

## Ohe Lot Public Parking Usage



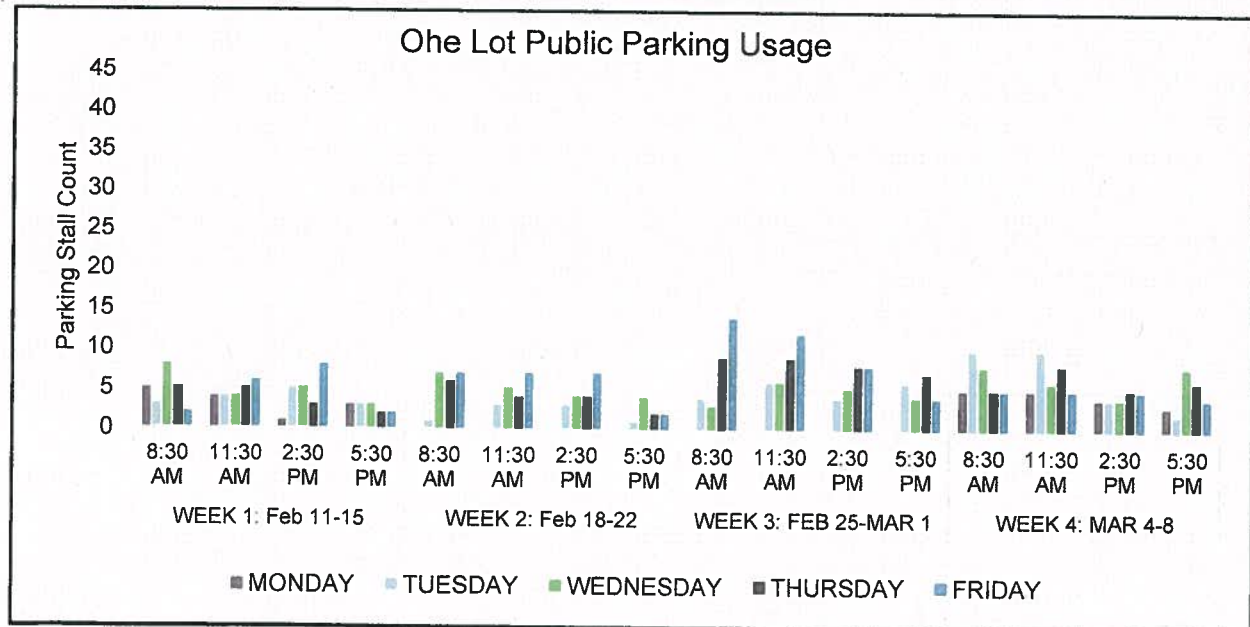
From 2013 through 2018, JABSOM leased the 45 Ohe Lot parking stalls to accommodate its volunteer and UH Mānoa faculty and students whose responsibilities require frequent visits to the Kaka'ako campus, but do not require full time parking. These individuals include a significant number of JABSOM's 1500 volunteer community faculty physicians who teach and mentor JABSOM's medical and graduate students on a non-routine basis for two to four hours on any given day Monday through Friday. With the limited on-site Kaka'ako campus visitor parking, metered street parking, and off-site daily parking in Lot C, JABSOM requires a designated visitor parking lot for these employees and students.

The Ohe Lot public parking usage table below provides the number of vehicles occupying the Ohe Lot from February 11 to March 8, 2019. Our four work week Ohe Lot fieldwork observation demonstrates that at the lot's highest public occupancy peak demand only 31% (14/45) of the lot was utilized.

Table 1: Ohe Lot Public Parking Usage

| Ohe Street Lot       | TIME INTERVAL | MONDAY      | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY |
|----------------------|---------------|-------------|---------|-----------|----------|--------|
| WEEK 1: Feb 11-15    | 8:30 AM       | 5           | 3       | 8         | 5        | 2      |
|                      | 11:30 AM      | 4           | 4       | 4         | 5        | 6      |
|                      | 2:30 PM       | 1           | 5       | 5         | 3        | 8      |
|                      | 5:30 PM       | 3           | 3       | 3         | 2        | 2      |
| WEEK 2: Feb 18-22    | 8:30 AM       | Holiday     | 1       | 7         | 6        | 7      |
|                      | 11:30 AM      |             | 3       | 5         | 4        | 7      |
|                      | 2:30 PM       |             | 3       | 4         | 4        | 7      |
|                      | 5:30 PM       |             | 1       | 4         | 2        | 2      |
| WEEK 3: FEB 25-MAR 1 | 8:30 AM       | No Counting | 4       | 3         | 9        | 14     |
|                      | 11:30 AM      |             | 6       | 6         | 9        | 12     |
|                      | 2:30 PM       |             | 4       | 5         | 8        | 8      |
|                      | 5:30 PM       |             | 6       | 4         | 7        | 4      |
| WEEK 4: MAR 4-8      | 8:30 AM       | 5           | 10      | 8         | 5        | 5      |
|                      | 11:30 AM      | 5           | 10      | 6         | 8        | 5      |
|                      | 2:30 PM       | 4           | 4       | 4         | 5        | 5      |
|                      | 5:30 PM       | 3           | 2       | 8         | 6        | 4      |

Additionally, the Ohe Lot public parking usage graph below reveals that on average only 6 cars or a 13% (6/45) daily parking utilization rate routinely occurred during the survey's four week observation period.



# Waterfront Park Public Parking Usage

The University understands that HCDA's second phase of its approved three-phase Lot C development plan may begin in the next 18 months, and will limit the University's ability to retain the entire 325 off-site Lot C leased parking stalls. Consequently, the University seeks to lease 50 parking stalls in the HCDA's Waterfront Park to ensure the University can continue to comply with its Administrative Amendment No. 1 to HCDA Development Permit MUZ 50-02 total parking requirement of off-site stalls.

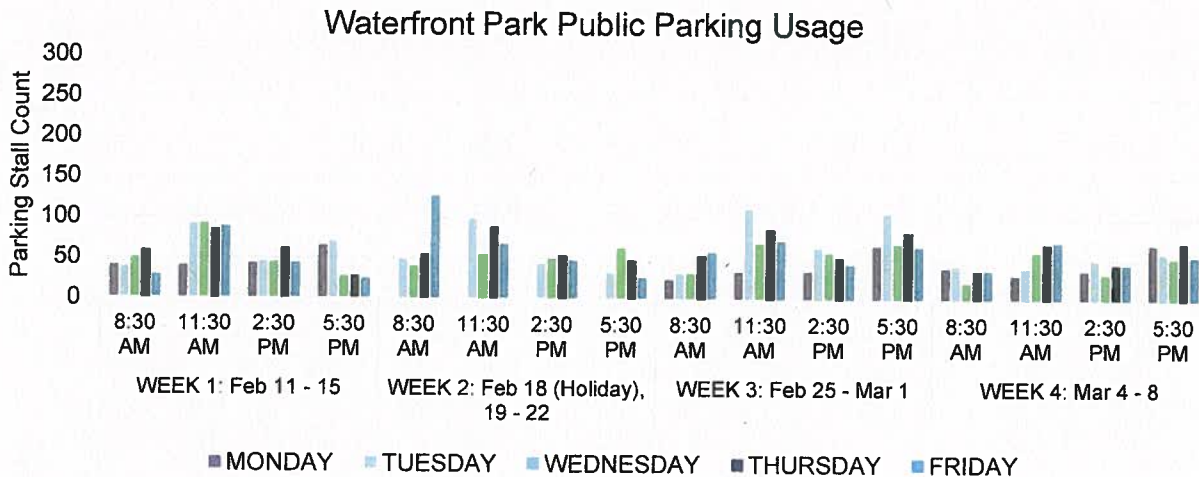
HCDA's Waterfront parking lot accommodates 302 vehicles, serving park users, the Children's Discovery Center's visitors, and the State's Family Assessment Center visitors and personnel. Of the 302 stalls, 20 stalls (outlined in **green**) are reserved for the State's Family Assessment Center. During our four week fieldwork observation of the Waterfront Park public parking usage survey, the 50 Waterfront Park stalls that were found to be the least utilized by park visitors, and provides the closest adjacency to UHCC's and JABSOM's buildings are the 50 stalls outlined in **red**.



Table 2: Waterfront Park Public Parking Usage

| Waterfront Park Lot                      | Time Intervals | MONDAY  | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY |
|------------------------------------------|----------------|---------|---------|-----------|----------|--------|
| <b>WEEK 1: Feb 11 - 15</b>               | 8:30 AM        | 40      | 38      | 49        | 59       | 28     |
|                                          | 11:30 AM       | 40      | 91      | 92        | 85       | 88     |
|                                          | 2:30 PM        | 43      | 45      | 44        | 61       | 43     |
|                                          | 5:30 PM        | 65      | 70      | 27        | 28       | 24     |
| <b>WEEK 2: Feb 18 (Holiday), 19 - 22</b> | 8:30 AM        | Holiday | 48      | 40        | 54       | 126    |
|                                          | 11:30 AM       |         | 98      | 54        | 88       | 67     |
|                                          | 2:30 PM        |         | 43      | 49        | 54       | 47     |
|                                          | 5:30 PM        |         | 32      | 63        | 47       | 26     |
| <b>WEEK 3: Feb 25 - Mar 1</b>            | 8:30 AM        | 24      | 32      | 32        | 54       | 58     |
|                                          | 11:30 AM       | 34      | 112     | 69        | 86       | 72     |
|                                          | 2:30 PM        | 35      | 64      | 58        | 51       | 43     |
|                                          | 5:30 PM        | 66      | 107     | 69        | 82       | 65     |
| <b>WEEK 4: Mar 4 - 8</b>                 | 8:30 AM        | 39      | 42      | 21        | 36       | 36     |
|                                          | 11:30 AM       | 30      | 38      | 59        | 68       | 71     |
|                                          | 2:30 PM        | 36      | 49      | 32        | 44       | 44     |
|                                          | 5:30 PM        | 68      | 58      | 52        | 70       | 54     |

As highlighted in Table 2 on the previous page, the Waterfront Park's highest parking occupancy totaled 126 vehicles or a 42% (126/302) peak demand parking occupancy rate. Thus, the survey results confirm that the University's requested 50 Waterfront parking stalls will not adversely affect park users' public parking availability. Moreover, the graph below reveals that the Waterfront Park's average daily public usage is equivalent to 57 vehicles or a 19% (57/302) average daily parking stall occupancy rate during the Monday through Friday work week. The survey results also confer that the Waterfront Park peak usage days are Tuesdays and Thursdays with an average of 60 cars or a 20% parking stall occupancy rate. Peak usage time intervals presenting the most parking demand usage on any work week day occurred at 11:30 am and 5:30 pm.

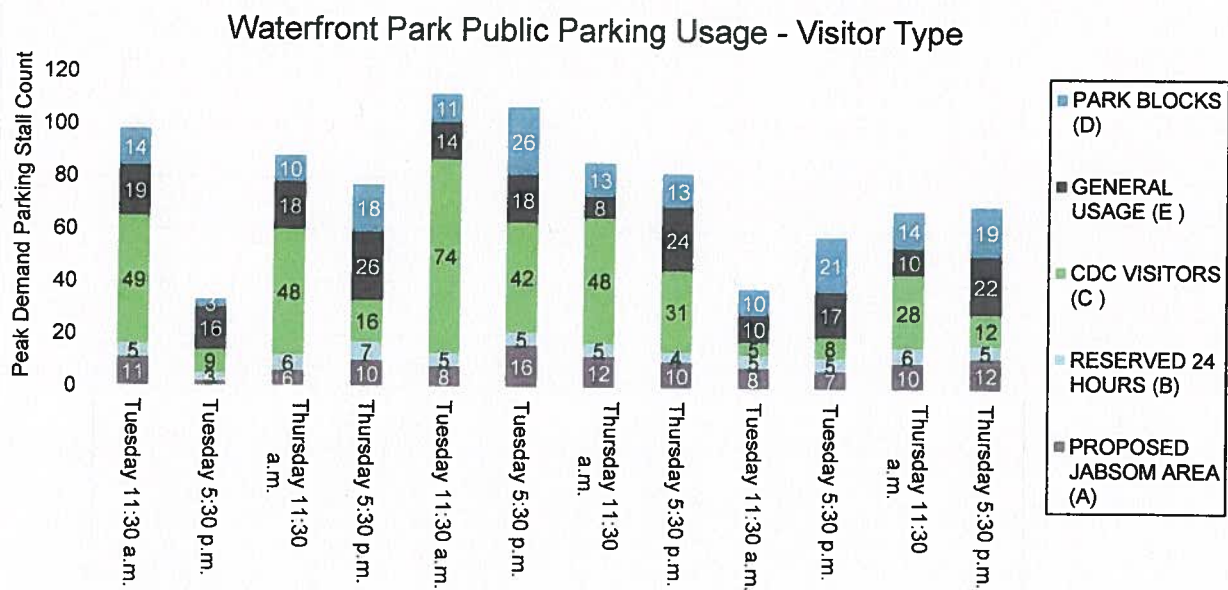


## Waterfront Park Public Parking Usage Map-Visitor Type



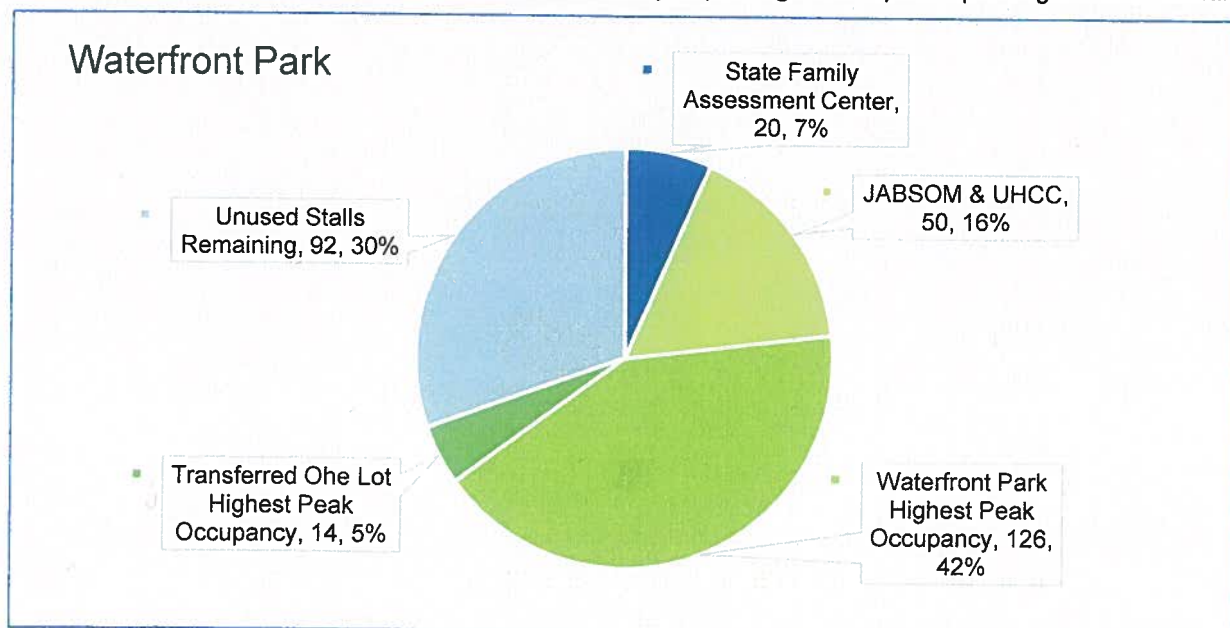
The colored map photo above attempts to depict certain Waterfront Park areas (discovered during the survey's field observation) that are frequently utilized by park users (**section E**) versus those stalls used by the Children's Discovery Center visitors (**section C**) or park block usage, such as late afternoon sports activity (**section D**). The areas least utilized by park users were the State's Family Assessment Center's

reserved (B) stalls and the 50 stalls outlined in red (A), which represent the Waterfront Park area that the University is requesting to lease from HCDA over the next five years. Specific area parking occupancy by visitor type during peak parking days (Tuesday and Thursday) and peak time intervals hours (11:30 a.m. and 5:30 p.m.) are reported area in the following graphic over the final three weeks of the survey fieldwork period.



## Survey Report Conclusion

The information shared in this public parking usage survey report confirms that the average daily occupancy rates of the Ohe Lot (13%) and the Waterfront Park (19%) will allow for sufficient parking usage capacity to accommodate public park users, the Children's Discovery Center visitors and employees, the State's Family Assistance Center visitors and employees, and JABSOM and UHCC's request for 95 weekday parking stalls without adversely impacting overall public parking need or demand.



If the University is able to lease the entire 45 stall Ohe Lot (or 100% occupancy) and 50 Waterfront Park stalls (or 16% capacity), the Waterfront Park reserved stall occupancy percentage will increase from 7% to 23%. If parking utilization at the Waterfront Park's highest peak occupancy demand (42%) is combined with the transfer of the Ohe Lot highest peak occupancy (14 stalls or 5% ) and the park's 23% reserved parking stall rate, available parking in the park remains at 30% availability or 92 uncommitted Waterfront Park parking stalls.

## University's Mutual Benefit Request

If the University's 95 Ohe and Waterfront stall request is approved by HCDA, JABSOM and UHCC students, employees, and volunteers will be issued parking permits to park in either the Ohe Lot or the Waterfront Park. Similar to the State's Family Assessment Center Waterfront Park reserved stall management, the University will add demarcation to its leased Waterfront Park reserved stalls and include signage to indicate reserved parking area and applicable hours for University permitted parkers during the Monday through Friday work week.

Having University permit parking in the Ohe Lot and the Waterfront Park provides mutual benefits to the University, the Kaka'ako Makai community, and Waterfront Park users. As an example, JABSOM's HOME Project faculty and medical student volunteers work weekly with the State's Family Assessment Center to care for the families with young children living in the center. Moreover, the direct adjacency of the Ohe Lot and Waterfront Park to the University's Kaka'ako campus location allows our campus public safety officers to easily extend their security monitoring to the Waterfront Park and Ohe Lot during the work week. This added monitoring and security officer presence may provide a sense of safety for park users, possibly deter unwanted park activity, may reduce illegal tapping of park resources (e.g., water and electricity) and discourage formation of unwanted homeless encampments surrounding the parking lot perimeters that has hindered the Children's Discovery Center visitor patronage.

OFFICE OF THE MAYOR  
CITY AND COUNTY OF HONOLULU

530 SOUTH KING STREET, ROOM 300 • HONOLULU, HAWAII 96813  
PHONE: (808) 768-4141 • FAX: (808) 768-4242 • INTERNET: [www.honolulu.gov](http://www.honolulu.gov)



KIRK CALDWELL  
MAYOR

EXHIBIT F  
RECEIVED

2019 MAR 25 PM 4:00

HAWAII COMMUNITY  
DEVELOPMENT  
AUTHORITY  
MANAGING DIRECTOR

GEORGETTE T. DEEMER  
DEPUTY MANAGING DIRECTOR

March 21, 2019

Mr. Aedward Los Banos  
Executive Director  
Hawaii Community Development Authority  
547 Queen Street  
Honolulu, Hawaii 96813

Dear Mr. Los Banos:

SUBJECT: Rights of Entry Agreement (ROEs) between the Hawaii Community Development Authority (HCDA) and the University of Hawaii (University) for parking use of the Ohe Street Lot and a portion of Kakaako Waterfront Park by the John A. Burns School of Medicine (JABSOM) and the University of Hawaii Cancer Center (UHCC)

The City and County of Honolulu ("City") supports the proposed ROEs between the University and HCDA, which would allow JABSOM and UHCC the use of 45 parking stalls at the Ohe Street Lot, which is designated as TMK (1)2-1-060:030 (por.) ("Ohe Lot"), and 50 parking stalls at Kakaako Waterfront park, which is designated as TMK (1)2-1-060:008 and 029 (por.) ("Waterfront Lot").

The Ohe Lot and Waterfront Lot are intended to be transferred to the jurisdiction of the City pursuant to Resolution 18-149. The City is willing to accept the transfer pursuant to the encumbrances of the ROEs for the Ohe Lot and Waterfront Lot and believes that JABSOM and UHCC's presence will provide revenue that can be used to support the City's maintenance and security of Waterfront Park, without impacting parking for park users.

If you have any questions or concerns, please feel free to contact me at 768-6634.

Warm regards,

A handwritten signature in blue ink that reads "Roy K. Amemiya, Jr.".

Roy K. Amemiya, Jr.  
Managing Director