

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
Land Division
Honolulu, Hawaii 96813

September 13, 2013

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

PSF 13OD-137

OAHU

Grant of Perpetual, Non-Exclusive Easement to the City and County of Honolulu on behalf of the Honolulu Authority for Rapid Transportation for Elevated Guideway, Rail Transit Station, Bus Interface, Joint Use Parking Lot Purposes, Aiea, Ewa, Oahu, Tax Map Key: (1) 9-9-003:061, 070, & 071.

APPLICANT:

City and County of Honolulu on behalf of the Honolulu Authority for Rapid Transportation

LEGAL REFERENCE:

Section 171-95, Hawaii Revised Statutes, as amended.

LOCATION:

Portion of Government lands situated at Aiea, Ewa, Oahu, identified by Tax Map Key: (1) 9-9-003:061, 070, & 071, as shown on the map attached as **Exhibit 1a**.

AREA:

9.025 acres, more or less.

ZONING:

State Land Use District: Urban
City & County of Honolulu LUO: R-5

TRUST LAND STATUS:

Acquired after Statehood
DHHL 30% entitlement lands pursuant to the Hawaii State Constitution: No

CURRENT USE STATUS:

Encumbered by Governor's Executive Order No. 3427, setting aside to Department of Accounting and General Services (DAGS) for the Aloha Stadium purposes.

CHARACTER OF USE:

Right, privilege and authority to construct, use, maintain and repair a right-of-way over, under and across State-owned land for elevated guideway, rail transit station, bus interface, joint use parking lot purposes.

COMMENCEMENT DATE:

To be determined by the Chairperson.

CONSIDERATION:

Gratis. But compensation may be due to DAGS pursuant to MOU attached as Exhibit 2.

CHAPTER 343 - ENVIRONMENTAL ASSESSMENT:

The Final Environmental Impact Statement acceptance notice for the Honolulu High Capacity Transit Corridor subject project was published in the OEQC's Environmental Notice on January 8, 2011.

On August 24, 2012, the Hawaii Supreme Court ruled that the City should have completed archaeological survey work along the entire proposed rail transit route prior to starting construction.

In February 2013 the field work for the Archaeological Inventory Survey ("AIS") for the entire proposed transit route was completed and the AIS reports were then submitted to DLNR's State Historic Preservation Division ("SHPD") for review. See SHPD's acceptance letter dated August 27, 2013 attached as **Exhibit 1b**.

DCCA VERIFICATION:

Not applicable.

APPLICANT REQUIREMENTS: Applicant shall be required to:

1. Provide survey maps and descriptions according to State DAGS standards and at Applicant's own cost;
2. Process and obtain subdivision at Applicant's own cost; and
3. HART to coordinate execution by the City and County of Honolulu on the easement.

REMARKS:

As part for the 20-mile grade separated fixed guideway rail system from East Kapolei to Ala Moana Center, Honolulu Authority for Rapid Transportation (HART) requests portions of the State land currently set aside for Aloha Stadium to be utilized for the elevated guideway and other ancillary improvements, for example, car park and bus interface station, etc.

A Memorandum of Understanding (MOU) was signed among HART, DAGS, and the Stadium Authority. While the parties are in agreement with the terms and conditions of the MOU, the document is non-binding due to language in the second paragraph of the MOU. The Department of Accounting and General Services requests that additional language be inserted in the easement document that the MOU shall be made binding upon execution of the subject easement document, and that the terms and conditions of the MOU, including any amendments to the MOU, shall be applicable. A copy of the MOU is attached as **Exhibit 2** for the Board's information.

The subject request covers three portions, namely Easements A, B, and C, as noted on the Exhibit A to the MOU. The guideway will be about 28-30 feet wide, which will be built about 35-40 feet above ground supported by columns of 6 to 8 feet in diameter and 120 feet apart from each other. There will be stairs, elevators, and escalators leading to the platform of the rail station. A parking lot and bus interface area will also be built over Easement B. In the MOU, agreements regarding the parking are stipulated. The construction phases are planned to commence in February 2014. See HART letter dated August 2, 2013 attached as **Exhibit 3**.

Applicant has not had a lease, permit, easement or other disposition of State lands terminated within the last five years due to non-compliance with such terms and conditions.

As requests for agency or community comments have been conducted during the environmental assessment stages, staff did not solicit comments from other agencies on the subject disposition. Nevertheless, DAGS, being the agency under the relevant executive order, indicates its agreement to the request pursuant to the executed MOU.

Staff includes the City and County of Honolulu as the co-applicant and the eventual co-grantee of the requested easement. Staff believes this arrangement will protect the State's interest in the event site restoration work needs to be conducted.

There are no other pertinent issues or concerns.

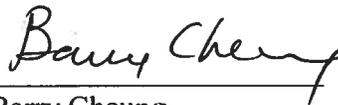
RECOMMENDATION: That the Board:

1. Subject to the Applicant fulfilling all of the Applicant requirements listed above, authorize the issuance of a perpetual non-exclusive easement to the City and County

of Honolulu on behalf of the Honolulu Authority for Rapid Transportation covering the subject areas for elevated guideway, rail transit station, bus interface, joint use parking lot purposes under the terms and conditions cited above, which are by this reference incorporated herein and further subject to the following:

- A. The standard terms and conditions of the most current perpetual easement document form, as may be amended from time to time;
 - B. Terms and conditions of the Memorandum of Understanding in Exhibit 2;
 - C. Review and approval by the Department of the Attorney General; and
 - D. Such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.
2. Authorize the issuance of a right-of-entry permit to the City and County of Honolulu on behalf of the Honolulu Authority for Rapid Transportation covering the subject area under the terms and conditions cited above, which are by this reference incorporated herein and further subject to the following:
- A. The standard terms and conditions of the most current right-of-entry permit form, as may be amended from time to time; and
 - B. Such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.

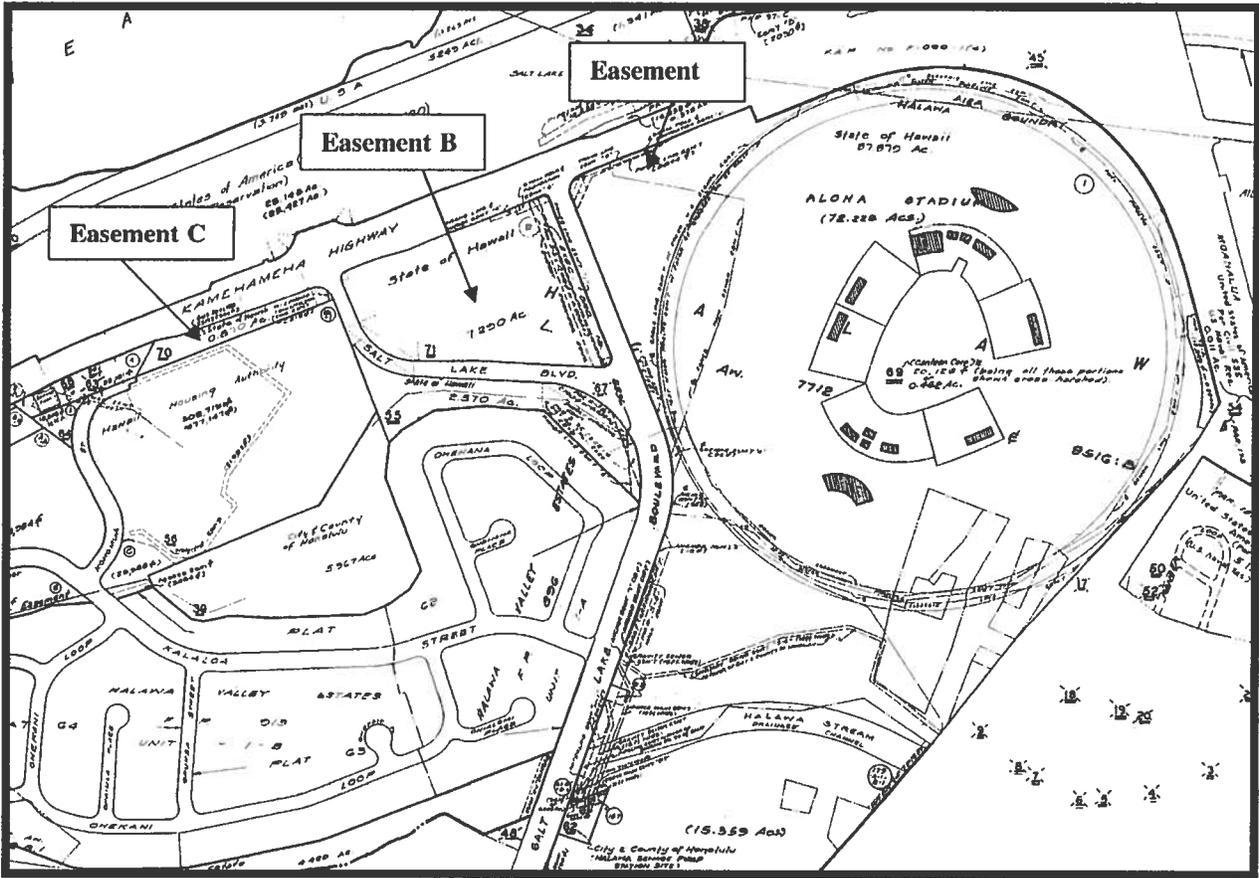
Respectfully Submitted,



Barry Cheung
District Land Agent

APPROVED FOR SUBMITTAL:


William J. Aila, Jr., Chairperson



TMK (1) 9-9-003:061, 070, and 071

EXHIBIT 1a

NEIL ABERCROMBIE
GOVERNOR OF HAWAII



STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES

HISTORIC PRESERVATION DIVISION
KAKUHIHEWA BUILDING
601 KAMOKILA BLVD STE 555
KAPOLEI HI 96707

WILLIAM J. AJLA, JR.
CHAIRPERSON
BOARD OF LAND AND NATURAL RESOURCES
COMMISSION ON WATER RESOURCE MANAGEMENT

ESTHER KIA'AINA
FIRST DEPUTY

WILLIAM M. TAM
DEPUTY DIRECTOR - WATER

AQUATIC RESOURCES
BOATING AND OCEAN RECREATION
BUREAU OF CONVEYANCES
COMMISSION ON WATER RESOURCE MANAGEMENT
CONSERVATION AND COASTAL LANDS
CONSERVATION AND RESOURCES ENFORCEMENT
ENGINEERING
FORESTRY AND WILDLIFE
HISTORIC PRESERVATION
KOLAWE ISLAND RESERVE COMMISSION
LAND
STATE PARKS

August 27, 2013

Mr. Dan Grabauskas
Executive Director and CEO
Honolulu Authority for Rapid Transit
City and County of Honolulu
1099 Alakea Street, 17th Floor
Honolulu, HI 96813

LOG NO.: 2013.4987
DOC. NO.: 1308SL23

Dear Mr. Grabauskas:

**Subject: Chapter 6E-8 and National Historic Preservation Act (NHPA) Section 106 Review—
Archaeological Inventory Survey Report for the Honolulu High-Capacity Transit Corridor
Project, West Kapolei to Ala Moana Center
Honouliuli, Ho‘ae‘ae, Waikele, Waipi‘o, Waiawa Manana, Waimano, Waiuu, Waimalu, Kalauao,
'Aiea, and Halawa Ahupua'a, 'Ewa District and Moanalua, Kalihi, Kapālama, Honolulu, and
Waikiki Ahupua'a, Honolulu (Kona) District, Island of O'ahu
TMK: (1) 1-1, 1-2, 1-5, 1-7, 2-1, 2-3, 9-1, 9-4, 9-6, 9-7, 9-8, and 9-9 (Various Plats and Parcels)**

SHPD has received, reviewed, and hereby accepts the archaeological inventory survey reports for the Honolulu High-Capacity Transit Corridor Project (HHCTCP or project), including all phases of the project. The reports are collectively referred to herein as "the AIS." Supportive documentation is provided in four appendices (A–D).

The Honolulu High-Capacity Transit Corridor Project (HHCTCP) includes the use of federal funds and involves lands under several jurisdictions, including Federal, State, City and County of Honolulu, and private. Pursuant to 36 CFR 800.3(a), the proposed project constitutes an undertaking subject to review under Section 106. The project was determined to have an adverse effect on historic properties within the transit corridor and a Programmatic Agreement was executed on January 18, 2011 between the Federal Transit Administration (FTA), the Hawaii State Historic Preservation Officer (SHPO), the US Navy and the Advisory Council on Historic Preservation as signatories and the City and County of Honolulu as an invited Signatory. An archaeological inventory survey for the four phases of the project under HAR Chapter 13-276 is stipulated as a mitigation measure in the PA. The PA also stipulates that archaeological fieldwork would be done in advance of the completion of final design and approved by SHPD. The terms of the Programmatic Agreement also stipulate that the Area of Potential Effect (APE) for archaeological resources is all areas of direct ground disturbance.

The area of direct ground disturbance for the entire 23 mile corridor is approximately 113 acres, and the survey study area is the 23 mile corridor. A total of 423 test trenches were excavated for this AIS. A list of accepted reports, dates of acceptance, SHPD log and document numbers, the APE and survey areas, and historic properties and mitigation is included as Appendix A to this letter. An Archaeological Inventory Survey Plan was accepted for each of the project's four phases, and Addendum Archaeological Survey Plans were accepted for Phases 3 and 4. All plans are collectively referred to as "AISP."

Archaeological Inventory Survey Reports were accepted for each of the project's four phases and a Supplemental Archaeological Inventory Survey Report was accepted for Phase 2. SHPD acceptance letters are attached to this letter as Appendix D. We confirm that the archaeological inventory surveys for all phases were conducted in accordance with the AISP for the corresponding phase of the project.

EXHIBIT "1b"

Mr. Grabauskas
August 26, 2013
Page 2

A total of 21 historic properties were found throughout the corridor. Two additional historic properties have the potential to be affected but were not relocated (SIHP Sites 7197 and 5966). Appendix B lists all of the historic properties that are potentially affected by this project. SHPD has concurred with the proposed significance determinations as listed in Appendix B. SHPD also concurs with the proposed effect determination, which is an "adverse effect" on historic properties under 36 CFR 800(5) and "effect with proposed mitigation commitments" under HAR §13-275-7(2). Thus, mitigation recommendations were provided and are listed in Appendix B. SHPD concurs with the mitigation proposals as listed.

In addition, SHPD received comments from 13 individuals with a total of 98 comments related to archaeological inventory survey for the entire Rail Corridor. The majority of the comments requested more test trenches in column locations, station locations and utility relocation corridors. Several of the comments requested more testing in areas that had been abandoned due to meeting the water table or due to unstable soil. Fifty-seven comments were about Phase 4, with 49 of those comments requesting more testing. A total of 38 comments addressed the first three phases of rail, with most requesting additional testing. Thirteen comments addressed underground karst caves and water systems and their relation to cultural practices at shore.

SHPD reviewed and considered all of the comments and believes that adequate testing has been done for this project. Several of the comments related to sites outside of the project corridor. Data recovery is the mitigation proposed for a total of nine sites, eight (8) in the City Center phase and one (1) within the Waipahu Transit Center Station footprint (Site 7751). Data recovery fieldwork is complete at Site 7751 and an Interim Protection Plan (IPP) pursuant to HAR§13-275-9(d) is being prepared for the eight (8) sites in the City Center. SHPD notes that any burials found during data recovery are considered previously known and the determination to remain in place or relocate those *iwi* will be the purview of the O'ahu Island Burial Council. A table listing all of the comments and responses will be posted on the HART website in September.

The AIS for the project, including the entire rail corridor, meets the requirements specified in the *Secretary of the Interior's Standards for Archeological Documentation* and the requirements set forth in HAR Chapter 13-276 "Rules governing standards for Archaeological Inventory Surveys and Reports." Hard copies of the final reports and PDF's have been requested in prior correspondence. Appendix C lists all of the volumes related to the AIS for this project and encompassed by this acceptance letter. We look forward to receiving an IPP and detailed mitigation plans per HAR Chapters 13-275-8, 9 and 10. Please contact Dr. Susan A Lebo at (808) 692-8019 or Susan.A.Lebo@hawaii.gov if you have any questions regarding this letter.

Aloha,



William J. Aila, Jr.
State Historic Preservation Officer

Enclosures:

- Appendix A: HCRTCP List of Reports Accepted by SHPD
- Appendix B: List of Potentially Affected Sites, Significance and Mitigation
- Appendix C: List of Reports Associated with the Archaeological Inventory Survey for the Honolulu High Capacity Rapid Transit Corridor Project.
- Appendix D: SHPD Acceptance Letters for the Honolulu High Capacity Rapid Transit Corridor

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE STATE OF HAWAII AND THE HONOLULU AUTHORITY FOR
RAPID TRANSPORTATION REGARDING CONDITIONS FOR DEVELOPMENT AND
OPERATIONS OF THE HONOLULU RAIL TRANSIT PROJECT ON PORTIONS OF
THE ALOHA STADIUM PROPERTY.**

This MEMORANDUM OF UNDERSTANDING (MOU) is entered into this 10th day of July, 2013, and shall be effective as of July 10, 2013, by and between the STATE OF HAWAII, DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES (DAGS), whose mailing address is P.O. Box 119, Honolulu, Hawaii 96810, the ALOHA STADIUM AUTHORITY (STADIUM), whose mailing address is 99-500 Salt Lake Boulevard, and the HONOLULU AUTHORITY FOR RAPID TRANSPORTATION (HART), a semi-autonomous agency of the City and County of Honolulu (CITY) whose mailing address is 1099 Alakea Street, 17th Floor, Honolulu, Hawaii 96813. DAGS, STADIUM, and HART are collectively referred to as the "PARTIES."

WHEREAS, this MOU is not a formal or binding agreement, but a blueprint for moving toward such agreements. No binding agreement shall be deemed to exist unless and until a formal, detailed agreement in form satisfactory to all parties has been further executed and the deed restriction referred to in Paragraph 5 has been resolved to the satisfaction of all Parties.

WHEREAS, HART has commenced work on the Honolulu Rail Transit Project (H RTP), a 20-mile grade-separated fixed guideway rail system from East Kapolei to Ala Moana Center;

WHEREAS, pursuant to Article XVII of the Revised Charter of the City and County of Honolulu 1973 (2000 ed.), as amended (Charter), HART is a semi-autonomous agency and is responsible for the planning, construction, operation and maintenance of the H RTP;

WHEREAS, the H RTP proposes to include a portion of the elevated fixed guideway, a rail station and related bus interface and parking lot on the PREMISES, as described below;

WHEREAS, Executive Order 3427 assigned management and control of Aloha Stadium to the STADIUM, which is administratively attached to DAGS;

WHEREAS, the STADIUM is responsible for the maintenance, operation, and management of the Aloha Stadium property and facilities through its Stadium Management staff;

WHEREAS, the STADIUM utilizes DAGS staff to provide technical assistance and support services for Aloha Stadium-related projects;

WHEREAS, DAGS will process a request for a non-exclusive easement(s) granting the CITY the right, privilege and authority to construct, reconstruct, use, maintain and repair the H RTP elevated fixed guideway, rail station, bus interface, parking lot and other improvements ancillary to the H RTP development on the PREMISES, as described below. The requested grant

of easements shall be subject to approval by the State of Hawaii Board of Land and Natural Resources and the Department of the Attorney General;

WHEREAS, the PREMISES are located within portions of Aloha Stadium land, which is owned by the State of Hawaii (STATE) within TMK Nos. (1) 9-9-03:61, 9-9-03:70 and 9-9-03:71, which land is bordered by Kamehameha Highway and Salt Lake Boulevard, designated as Easement "A", Easement "B" and Easement "C" respectively, on Exhibit A attached hereto and incorporated herein; and

WHEREAS, any non-exclusive easements that are granted shall support the recreational use of the properties identified as Tax Map Key Nos. (1) 9-9-03:55, 61, 69, 70 and 71, also known as the Aloha Stadium property, by, among other things, providing benefits that will enhance that property's ability to provide recreational opportunities to users, offering choice of transportation alternatives, greater transit capacity and improved service. HART's use of the easement, if granted, shall not adversely change or interfere with the overall recreational use of the Aloha Stadium property.

NOW, THEREFORE, the PARTIES understand and agree as follows:

1. H RTP Description:

- a. The elevated fixed guideway will be approximately 28 to 30 feet wide, supported by columns that are approximately six to eight feet in diameter and placed about 120 feet apart.
- b. The elevated fixed guideway will carry electrically powered trains carrying people between rail stations and will be about 35 to 40 feet above the ground through the PREMISES.
- c. The rail station will include a ground level entry structure, stairs, elevators and escalators leading up to platforms.
- d. A bus interface area will be built adjacent to the rail station and will include active loading bays for five buses. Active loading space for The Handi-Van, private shuttles and tour buses will also be provided.

- e. The parking lot will contain approximately 600 parking spaces for individuals attending events at Aloha Stadium and for individuals using the HRTP on non-EVENT DAYS.
- f. The total amount of area on the Aloha Stadium property to be used by HART will be approximately 9.025 acres, which includes land under the guideway that will continue to be available for parking.

2. Design:

- a. HART will furnish design plans and specifications relevant to the HRTP's facilities on Aloha Stadium property to DAGS and STADIUM for review and comment. Thereafter, DAGS and STADIUM will submit written comments within 15 working days after receipt of the design plans and specifications.
- b. HART will in good faith respond to and address all written comments submitted on time by DAGS and STADIUM to the mutual satisfaction of the PARTIES.
- c. All design plans, and subsequent changes, relating to HRTP work on the PREMISES shall be concurred with by DAGS and STADIUM prior to construction.

3. Construction:

- a. HART will construct an elevated fixed guideway, rail station, bus interface area, and parking lot on the PREMISES along the Ewa edge of the property, as shown in Exhibit A.
- b. HART will pave and stripe the parking lot indicated in Exhibit A.

- c. Construction is scheduled to begin in 2014 and to be complete by 2016. HART will keep DAGS and STADIUM informed of and coordinate related impacts due to any changes to the construction schedule that impacts stadium operations.
- d. Stadium access and parking areas not affected by construction will remain open during the construction period. Temporary road closures will be coordinated with DAGS and STADIUM and approved by the Stadium Manager as soon as practical and at least seven (7) days in advance of closure.
- e. HART will coordinate with DAGS and STADIUM to schedule construction periods that will minimize impacts on the Aloha Stadium facility operations.

4. Ownership:

- a. HART shall retain ownership of the elevated fixed guideway, rail station, bus interface area, parking lot and other improvements associated with the H RTP.
- b. The STATE shall retain ownership of fee title interest in the land.
- c. The STATE reserves future development rights within the Easement "B" parking lot.

5. Federal Interests:

- a. A deed restriction from the United States Department of the Interior, National Park Service limits the use of the Aloha Stadium property for public recreational purposes only. Construction of the elevated fixed guideway, rail station, bus interface area, and parking lot, done with the assistance from the United States Department of Transportation, Federal Transit Administration (FTA), supports this purpose.

- b. The PARTIES understand that the Federal Government retains a Federal interest in the Aloha Stadium property until, and to the extent that, the Federal Government relinquishes its Federal interest. The PARTIES agree to use best efforts to seek relinquishment of the Federal interest in the Aloha Stadium property. Until such time that the Federal interest is relinquished, the PARTIES agree that, absent the express consent of the Federal Government, the PARTIES agree to refrain from actions that would impermissibly affect the Federal interest in the property or facilities.

- c. Any commercial advertising, vending, or commercial sales by HART, its contractors, consultants, and/or other persons acting for or on its behalf shall not be permitted on the PREMISES, unless otherwise approved by DAGS and STADIUM in writing; except for the sale of tickets and passes for transportation on the transit system. HART must first obtain written approval from the United States Department of the Interior, National Park Service that the requested commercial activity will not adversely affect the deed restriction prior to seeking DAGS' and STADIUM's approval. Approval of such commercial advertising, vending, or commercial sales within the limits of the PREMISES shall not be unreasonably withheld unless such commercial activity would be in direct competition with commercial activities conducted within the PREMISES due to current and future DAGS and STADIUM obligations, the Aloha Stadium Swap Meet, and on EVENT DAYS.

6. Parking:

- a. The STADIUM will retain parking rights underneath the elevated fixed guideway located in Easement "A".

- b. The Easement "B" parking lot will be reserved for use by the STADIUM on days of a scheduled event where exclusive use of the parking lot is required (herein referred to as an "EVENT DAY"). On all other days, the Easement "B" parking

lot shall be available for individuals using the CITY's rail or bus transit system. Individuals attending activities on Aloha Stadium property shall not be prohibited from parking in this lot unless otherwise restricted due to operational/maintenance issues.

- c. An operating plan for the Easement "B" parking lot, as set forth in Exhibit B attached hereto and incorporated herein ("Aloha Stadium Easement "B" Parking Lot Operational Plan"), addresses issues such as hours and days of operation, enforcement, security and procedures including transition between commuter parking and event parking.
- d. HART will conduct a study that assesses pedestrian traffic, the demand for parking, and safety-related issues on EVENT DAYS before and after the rail station is built and identify mitigative improvements based on the outcome of the study. The scope of this study shall be mutually agreed upon by the PARTIES, and the STADIUM shall be included and coordinated with throughout. Based on the outcome of the study, the PARTIES will work on implementation of management and/or operations actions and/or improvements to mitigate adverse impacts attributable to H RTP. The study shall be completed and submitted to DAGS and STADIUM within one (1) calendar year after start-up of H RTP revenue operations on the Aloha Stadium property.
- e. Assessed mitigative actions and/or improvements shall include, but not be limited to:
 - I. CITY issuance of a Transit Oriented Development (TOD) waiver for Aloha Stadium parking stall count requirements in lieu of applicable Land Use Zoning ordinance requirements, and/or any other applicable waivers related to parking stall count requirements that can be applied in perpetuity for any future development on Aloha Stadium land;
 - II. Possible closure of Salt Lake Boulevard between the Aloha Stadium main parking lot and the Easement "B" parking lot (also known as

Essex Road);

III. Development of a multi-level parking structure;

IV. Construction of a pedestrian bridge that connects the H RTP elevated platform for the rail station to Aloha Stadium ticket gates.

- f. All costs for management/operations/actions/improvements to mitigate adverse impacts attributable to the H RTP shall be borne by HART.
- g. Within six (6) months after completion of the study as described above, the PARTIES will establish a mutually agreed method to compensate the STADIUM for potential loss of parking revenue, including any retroactive compensation beginning with the startup of HART's construction operations.

7. Utilities

- a. STADIUM will allow HART to connect to existing utilities as needed within the easements. HART will install separate utility meters for this. Any upgrades to the existing, or installation of new, utility services required by the H RTP shall be the responsibility of HART.
- b. HART will pay all utility charges, including electricity, water, trash, and other charges of every description, arising out of the HART's improvements and usage within the easements, or any part thereof, that become due and owing during the term of this MOU, whether assessed to or payable by DAGS, STADIUM, or HART, before the dates in which such utility and other charges become delinquent. If the STATE is assessed or billed directly for utility charges covered by this paragraph, it shall provide HART with notice of such assessed or billed utility charges as soon as possible.

8. Security:

- a. HART will be responsible for providing any traffic control and security at the rail station and bus interface area deemed necessary during all times of operations, including EVENT DAYS.
- b. Security and other operational arrangements for the Easement "B" parking lot shall be as set forth in Exhibit B.

9. Maintenance:

- a. Day-to-Day: HART will maintain the PREMISES in a neat, clean and orderly condition at all times, as determined by STADIUM, during the term of this MOU and will not permit rubbish and/or garbage to accumulate at any time. HART shall be responsible for refuse collection and disposal, as well as removal of any graffiti, on the PREMISES.
- b. Maintenance of the PREMISES, including maintenance of the Easement "B" parking lot outside of EVENT DAYS, will be the sole responsibility of HART during the entire term of this MOU, except for damages incurred as a direct result from EVENT DAY usage. Maintenance shall include, but not be limited to, any repaving, restriping, and landscaping work.

10. MOU Terms and Conditions:

- a. The MOU term shall commence upon execution of this MOU and will continue in perpetuity unless the Grantor of the easements withdraws the easements in accordance with terms in the easement documents.

- b. HART, including its successors in interest, or assigns, shall ensure upon the cancellation or termination of the H RTP that the site is reasonably restored to its original condition and acceptable to the STATE. This provision shall survive the termination of this MOU.
- c. These MOU terms and conditions shall be applicable to any easement document issued for the purposes set forth herein.
- d. Notwithstanding any terms and conditions set forth in this MOU, any terms and conditions of any easement document issued for the purposes set forth herein shall be applicable.
- e. This MOU can be modified through mutual written agreement between the parties.
- f. This MOU may be executed in counterparts, each of which shall be deemed to be an original, but all of which taken together, shall constitute one and the same agreement.

11. Indemnification:

HART, including its successors in interest, or assigns, shall indemnify and hold harmless the STATE, including, but not limited to, its officers, employees, and agents from any actions, causes of action, claims, demands, or damages arising out of acts or omissions by HART or HART's officers, employees, or agents in connection with the exercise of the rights by HART under this MOU. This provision shall survive the termination of this MOU.

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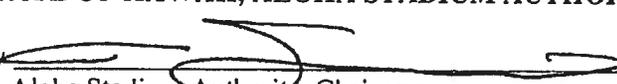
IN WITNESS WHEREOF, the PARTIES hereto have executed this Memorandum of Understanding on the day and date first above written.

APPROVED:

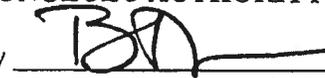
STATE OF HAWAII, DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES

By  6/27/13
State Comptroller Date

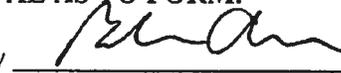
STATE OF HAWAII, ALOHA STADIUM AUTHORITY

By  6/21/13
Aloha Stadium Authority, Chairperson Date

HONOLULU AUTHORITY FOR RAPID TRANSPORTATION

By  7/10/13
for Executive Director and CEO Date

APPROVAL AS TO FORM:

By  7/2/13
Deputy Attorney General for DAGS Date

By Randall S. Nishiyama 6/27/2013
Deputy Attorney General for Aloha Stadium Authority Date
RANDALL S. NISHIYAMA

REVIEWED AS TO FORM AND LEGALITY:

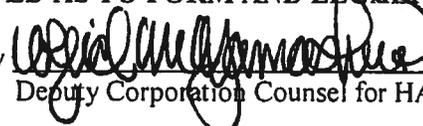
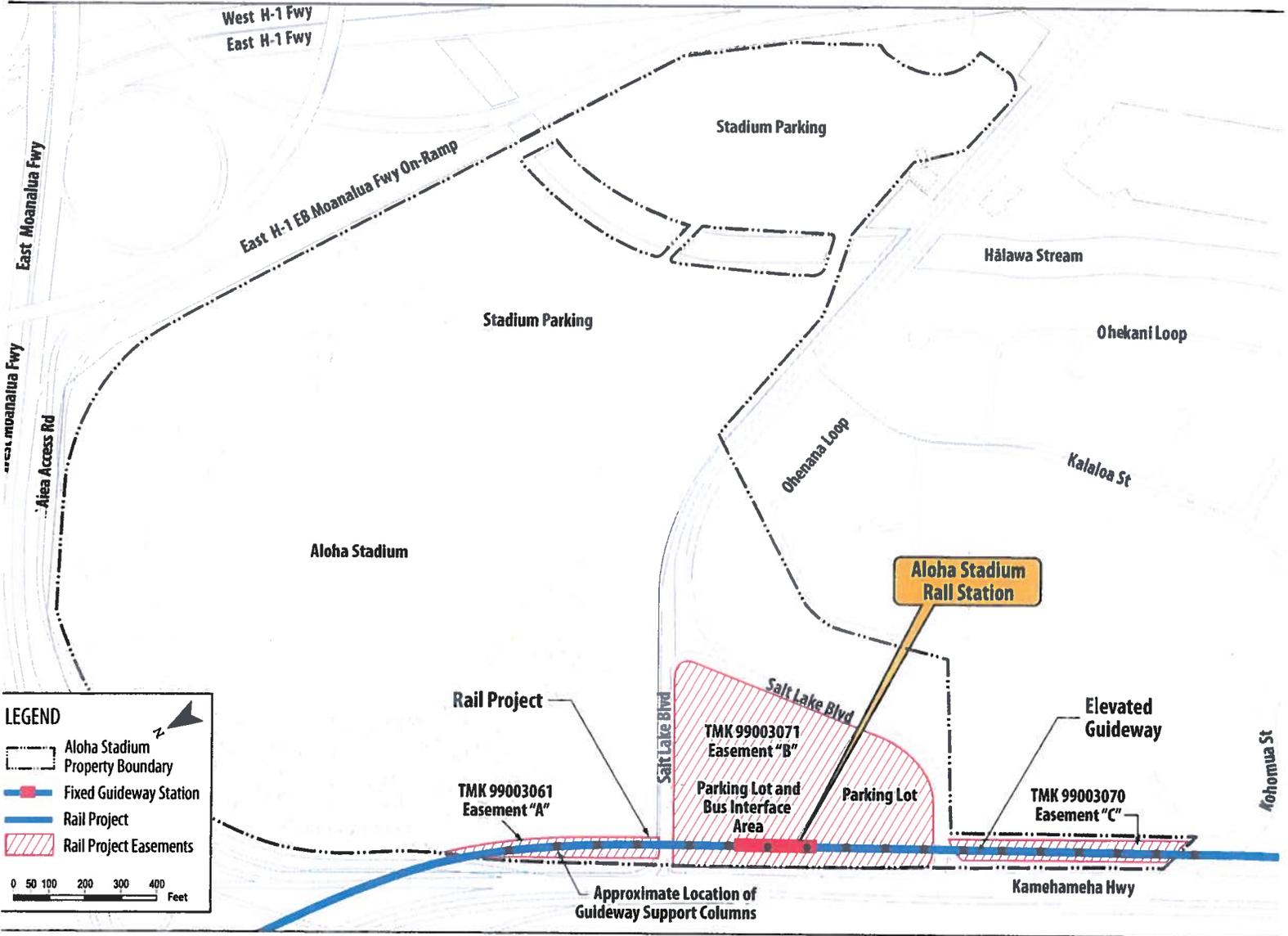
By  7/10/2013
Deputy Corporation Counsel for HART Date

Exhibit A: Easement Areas



LEGEND

- Aloha Stadium Property Boundary
- Fixed Guideway Station
- Rail Project
- Rail Project Easements

0 50 100 200 300 400 Feet

Exhibit B

Aloha Stadium Easement "B" Parking Lot Operating Plan

1. A calendar of EVENT DAYS will be jointly determined by STADIUM and HART. The calendar will be prepared as far in advance as possible. When possible, EVENT DAYS will be determined and announced at least 7 days in advance.
2. Parking fees on EVENT DAYS will be determined by STADIUM. STADIUM will be responsible for collecting and enforcing parking fees. Parking fees on non-EVENT DAYS, if any, will be determined by HART. On non-EVENT DAYS HART will be responsible for collecting and enforcing parking fees.
3. Operation of the parking lot on NON-EVENT DAYS shall be as follows:
 - a. HART patrons may park for a maximum of 24 hours.
 - b. The parking lot shall be open at all times. HART patrons may leave their vehicles in the parking lot over night as long as they do not exceed the 24 hour limit.
 - c. Signage will be posted indicating rules of the parking lot, and the rules shall be enforced by HART.
 - d. Security and maintenance of the parking lot shall be the responsibility of HART.
4. Transition to EVENT DAY:
 - a. HART shall notify the public at least 72 hours in advance of an upcoming EVENT DAY. Notifications shall be provided pursuant to a notification plan to be developed by HART with review and concurrence by STADIUM. Notices shall include HART's contact information for complaints. HART shall be responsible for producing and posting notices pursuant to the plan. STADIUM reserves the right to adjust the closing times of the parking lot to park and ride users. When possible, STADIUM will notify HART at least 10 days prior to the original schedule date of the event.

- b. The parking lot will be officially closed to the public 3 hours prior to the start of the EVENT DAY. All remaining vehicles shall be subject to tow. HART shall have the responsibility to clear the lot of vehicles.
- c. For example, if there is a EVENT DAY scheduled for Saturday, the following procedures would apply:
 - i. No later than Tuesday evening at 9 PM, flyers and signs would be posted notifying HART patrons of an upcoming EVENT.
 - ii. On Friday evening at 9 PM, the parking lot would officially close. All remaining cars would be towed. Clearing the lot would be the responsibility of HART.

5. EVENT DAY procedures:

- a. The parking lot shall be used exclusively by Aloha Stadium.
- b. Hours and parking fees will be determined by the STADIUM.
- c. Security and maintenance of the parking lot shall be the responsibility of the STADIUM.
- d. STADIUM shall be responsible for collecting parking fees in the parking lot.
- e. STADIUM shall be responsible for traffic control and security within the parking lot.
- f. HART, at the request of STADIUM, shall provide security staff as needed to assist with pedestrian traffic between the Rail Station and Aloha Stadium.

6. Transition from EVENT DAY to NON-EVENT DAY:

- a. STADIUM shall be responsible for restoring the parking lot to a clean condition. All debris, trash, temporary signage and other material shall be removed within 1 business day.
- b. Vehicles remaining in the lot shall follow the rules of the non-EVENT DAY parking lot.
- c. Parking lot shall be available for use by HART patrons at 5:00 A.M. following an EVENT DAY.



IN REPLY REFER TO:
CMS-APOOROW-00248

HONOLULU AUTHORITY for RAPID TRANSPORTATION

Daniel A. Grabauskas
EXECUTIVE DIRECTOR AND CEO

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August 2, 2013

Mr. Scott Chan
Aloha Stadium Authority
P.O. Box 30666
Honolulu, Hawaii 96820-0666

Dear Mr. Chan:

Subject: Honolulu Rail Transit Project (H RTP)
Aloha Stadium Memorandum of Understanding
HART Letter dated July 29, 2013 to Chair William J. Aila Jr.
Department of Land and Natural Resources
Parcels: Tax Map Key 9-9-003-061; 9-9-003-070; 9-9-003-071

As requested in your telephone call to Mr. Jerry Iwata, we wish to confirm that construction will not occur in the Aloha Stadium properties until after the Great Aloha Run scheduled for February 2014 as previously agreed. We regret the misunderstanding caused by the letter dated July 29, 2013, that construction will start at Aloha Stadium in September 2013. The H RTP will restart construction in September 2013; however, construction will be phased as to not to impact Aloha Stadium until after the Great Aloha Run.

Thank you for your continued cooperation and support of H RTP. Please call Mr. Jerry Iwata at 768-6192 or email him at jiwata@honolulu.gov if there are any questions.

Sincerely,



Daniel A. Grabauskas
Executive Director and CEO

cc: Chair William J. Aila Jr., DLNR
Mr. Ralph Morita, DAGS

EXHIBIT "3"