

House District \_\_\_\_\_  
Senate District \_\_\_\_\_

**THE TWENTY-EIGHTH LEGISLATURE  
APPLICATION FOR GRANTS  
CHAPTER 42F, HAWAII REVISED STATUTES**

Log No: \_\_\_\_\_

For Legislature's Use Only

Type of Grant Request:

GRANT REQUEST - OPERATING

GRANT REQUEST - CAPITAL

"Grant" means an award of state funds by the legislature, by an appropriation to a specified recipient, to support the activities of the recipient and permit the community to benefit from those activities.

"Recipient" means any organization or person receiving a grant.

STATE DEPARTMENT OR AGENCY RELATED TO THIS REQUEST (LEAVE BLANK IF UNKNOWN): \_\_\_\_\_

STATE PROGRAM I.D. NO. (LEAVE BLANK IF UNKNOWN): \_\_\_\_\_

**1. APPLICANT INFORMATION:**

Legal Name of Requesting Organization or Individual:  
Hawaii Soccer Federation  
Dbn:  
N/A  
Street Address:  
1683 Nana Street, #3, Wailuku, Hawai'i 96793  
Mailing Address:  
1683 Nana Street, #3  
Wailuku, Hawai'i 96793

**2. CONTACT PERSON FOR MATTERS INVOLVING THIS APPLICATION:**

Name Trisha Kapua'ala  
Title Consultant  
Phone # 808.442.2938  
Fax # N/A  
E-mail tkapuaala@gmail.com

**3. TYPE OF BUSINESS ENTITY:**

- NON PROFIT CORPORATION INCORPORATED IN HAWAII  
 FOR PROFIT CORPORATION INCORPORATED IN HAWAII  
 LIMITED LIABILITY COMPANY  
 OTHER  
 SOLE PROPRIETORSHIP/INDIVIDUAL

**6. DESCRIPTIVE TITLE OF APPLICANT'S REQUEST:**

Maui Lani Regional Park Gymnasium

4. FEDERAL TAX ID #: \_\_\_\_\_  
5. STATE TAX ID #: \_\_\_\_\_

**7. AMOUNT OF STATE FUNDS REQUESTED:**

FISCAL YEAR 2016: \$ 4,422,990.00

**8. STATUS OF SERVICE DESCRIBED IN THIS REQUEST:**

- NEW SERVICE (PRESENTLY DOES NOT EXIST)  
 EXISTING SERVICE (PRESENTLY IN OPERATION)

SPECIFY THE AMOUNT BY SOURCES OF FUNDS AVAILABLE  
AT THE TIME OF THIS REQUEST:

STATE \$ 0  
FEDERAL \$ 0  
COUNTY \$ 0  
PRIVATE/OTHER \$ 0

TYPE NAME & TITLE OF AUTHORIZED REPRESENTATIVE:

Vernon Kapua'ala  
DN: cn=Vernon Kapua'ala, o=Hawaii Soccer Federation, ou=Hawaii Soccer Federation, email=vern@hawaii-soccerfederation.org, c=US  
Date: 2013 01 30 10 19 48 -0500

Vernon Kapua'ala, President

01.30.15

AUTHORIZED SIGNATURE

NAME & TITLE

DATE SIGNED



**RECEIVED**  
1-30-15

✓

## I. Background and Summary

- A. Applicant's Background:** The Hawaii Soccer Federation (hereinafter, "HSF") is a Maui-based, non-profit charitable organization (See Exhibit "A") that has been providing Maui's youth with soccer programming for approximately 40 years. Previously known as the Maui Youth Soccer Organization (hereinafter, "MYSO"), HSF emerged under new leadership in 2008, and in partnership with its affiliates—Hawaii Futsal and the Major Island Soccer Organization (hereinafter, "MISO")—HSF expanded to provide both indoor and outdoor soccer programming to approximately 3,500 youth (ages 5 to 19) on all four (4) of the major Hawaiian islands—Maui, O'ahu, Kaua'i, and the Big Island of Hawai'i. Brief descriptions of said programming are listed below:
1. **The Hawai'i Cup Invitational:** A 27 year old tradition, passed down from Maui County Council Member, Michael Victorino, to HSF President, Vernon Kapua'ala, in 2012. This prestigious tournament once hosted 96 teams—i.e., approximately 1,500 participants from Hawai'i, the continental U.S., and beyond.
  2. **Valley Isle Youth Soccer League (VIYSL):** The primary objective VIYSL is to enable players to learn the game of soccer in a fun and stimulating environment, while maintaining a healthy approach to competition. This program includes boys and girls playing in "small sided" formats—proven to increase their enjoyment and engagement in the game. Over 500 VIYSL players—from seven (7) soccer clubs—participate in VIYSL's two (2)—Fall and Spring—seasons.
  3. **The Baldwin Classic:** A 30 year tradition and Maui's only high school tournament—known to attract the most prestigious soccer programs from across the State. 2014's tournament included matches between 'Aiea, Pearl City, Iolani (O'ahu); Kealakehe (Big Island); Baldwin, Maui, and Kamehameha (Maui), representing approximately 175 players from three (3) major islands.
  4. **Maui Futsal:** Futsal is the international form of indoor soccer approved by the Fédération Internationale de Football Association (FIFA); and is played in all continents by over 100 countries—12 million players worldwide. HSF partnered with Hawaii Futsal in 2012—the governing body for the sport of Futsal within the State of Hawai'i—to offer three (3) seasons for youth and adult players on the island of Maui. Approximately 250 players—over 40 teams—participate in each of Maui Futsal's Fall, Summer, and Winter programs.
  5. **O'ahu, Big Island, and Kaua'i Futsal:** For the first time in Winter 2014, Hawai'i Futsal expanded its programming to all four (4) major islands



within the State. Through these leagues, it is projected that approximately 750 additional players will join Hawaii Futsal's membership.

6. **Hawai'i Futsal State Championships:** Through its affiliate, Hawaii Futsal, HSF offers the State's only qualifying tournament that gives berth to the United State Futsal Federation's National Championships in California. Since its inaugural tournament in 2012, Hawaii Futsal boasts two (2) national semi-finalists, and one (1) finalist. Up to 160 players—16 teams—have participated in Hawai'i Futsal's state tournaments, held in Maui or O'ahu annually.
7. **U.S. Club Soccer Hawai'i State Cup:** In Spring 2014, HSF partnered with United States Club Soccer (hereinafter, "U.S. Club") and O'ahu's Major Island Soccer League (hereinafter, "MISO"), to present Hawai'i's first State Cup that offers automatic berth to a national tournament—bypassing the need to first qualify regionally via an additional tournament held on the continental U.S. Approximately 720 players—40 teams—participated in the inaugural cup. Five (5) of the ten (10) championship teams contended in U.S. Club's National Cup in Indiana; one (1) team advanced to the finals.
8. **Player Development Program (PDP):** Under the auspices of U.S. Club, HSF and its affiliate MISO, has been approved to introduce PDP to the State in Fall 2015—one (1) of 17 PDP's nation-wide. The purpose of PDP is to provide an opportunity for the Country's elite youth soccer players to be identified, developed, and scouted for inclusion in U.S. Soccer's National Team programs—at no cost to the player.

## **B. Goals & Objectives**

1. **Goal 1: Assist the County of Maui (hereinafter, "County") in reducing its deficit of Central Maui gym space.**
  - a. **Objective 1.1: Partner with Maui Lani Partners and Maui Lani 100, LLC (hereinafter, "Maui Lani") to erect a two (2) court, 37,280 square foot gymnasium (See Exhibit "B"), on a certain parcel of land [TMK: (2) 3-8-007:150, hereinafter, "Property"] (See Exhibit "C") within the Wailuku-Kahului Project District 1, prior to Maui Lani's dedication of said Property to the County.**
  - b. **Objective 1.2: Partner with the private and public sectors—i.e., Maui Lani, the County's Department of Parks and Recreation (hereinafter, "Parks"), and the Maui County Council (hereinafter, "Council")—primarily through Council Members Michael Victorino (Wailuku-Waihe'e-Waikapū), Don Guzman (Kahului), and the Council's Economic Development, Energy, Agriculture,**

- and Recreation Committee—to ensure the facilitation of an efficient planning, permitting, and construction timeline of said gymnasium.
- c. Objective 1.3: Ensure the successful acceptance of Maui Lani’s dedication of the Property to the County—i.e., upon completion of the proposed gymnasium. [Note: Said dedication of Property is to satisfy Maui Lani’s park dedication requirement in connection with its Project District subdivision (Maui County Code, §18.16.320).]
2. Goal 2: Provide the County with a fundamentally cost effective, sustainable, and rapid construction building solution to erect a Central Maui gymnasium.
- a. Objective 2.1: Contract Sprung—the inventor of the stressed membrane structure—to design, engineer, fabricate, and erect a structure that is approximately 56.27% of the cost of a conventional building. (See Exhibit “D”)
  - b. Objective 2.2: Work with Sprung to use its modern methodologies in design and construction, to erect a fully functional gymnasium, in 46% less time than that of a conventional building. (See Exhibit “E”)
  - c. Objective 2.3: Contract a planning, permitting, and community development professional to facilitate the coordination between Maui Lani, Parks, the County, and its Council, to erect the proposed gymnasium.
  - d. Objective 2.4: Provide the County with a building solution that creates up to 20% in energy savings in operational costs. (See Exhibit “F”)
3. Goal 3: Assist the Office of the Lieutenant Governor in fulfilling the Hawai’i Sports Development Initiative:
- a. Objective 3.1: Provide the County and the State of Hawai’i governments (hereinafter, “State”) with the unique opportunity to host premier—basketball, volleyball, Futsal (like indoor soccer), etc.—tournaments and/or clinics at a brand new, multi-court, world class, “state-of-the-art” venue on the island of Maui.
  - b. Objective 3.2: Produce a positive economic impact to the island’s hospitality industry and local businesses—through athletic related



travel, meals, services, and lodging from in-state and inbound travelers to the island of Maui, e.g., for tournaments and clinics.

**C. Public Purpose and Need to be Served**

1. According to the Maui Island Plan: General Plan 2030 (2012) (hereinafter, "MIP"):
  - a. As of March 2007, the County's park inventory included a total of 770 acres of sub-regional parks (15- to 20-acres in size) and 334 acres of regional parks (40- to 150-acres in size). The Public Facilities Assessment Update (2007) finds that the island has a considerable deficit of park space in all of its community plan areas. This conclusion was based on a standard of 10 acres per 1,000 of de facto population for subregional parks and 15 acres per 1,000 of de facto population for regional parks. It should also be noted that these findings were based on County parks only and thus excluded State, private, and Federal park lands (p. 6-39).
  - b. The County's Parks Department is responsible for the development, operation, and maintenance of County park facilities. The Wailuku-Kahului Community Plan area contains more parks per capita than any other community plan area on the island of Maui. Since many of the community's parks provide region-wide facilities, Wailuku-Kahului's parks are used by residents of other communities. This community plan area has approximately 186 acres of sub-regional park land and 377 acres of regional parks. Based on current de facto population, the area is *already deficient in subregional park lands by approximately 477 acres. Future projections to 2030 indicate that this deficit will increase to 541 acres* (p. 6-40). (emphasis added)
  - c. Considering HSF's above stated goals and objectives, the proposed Development aligns with the Wailuku-Kahului Community Plan objective (6.6.2) to [a]chieve parks and recreation opportunities [that] meet[s] the diverse needs of [the] community. Additionally, the subject Development conforms to the following policies:
    - 1) Policy 6.6.2.b: Identify and acquire parks and *recreational facilities that address existing park inadequacies* and complement and enhance neighborhoods, communities, and natural land features.
    - 2) Policy 6.6.2.j *Support public-private partnerships to implement the acquisition and development of parks when*



*consistent with the General Plan (p. 6-43). (emphasis added)*

2. Furthermore, the proposed Development will allow the County to meet the following Recreation Objectives and Policies, as stated in the Wailuku-Kahului Community Plan (2002):
  - a. Provide park and recreation areas as an integral part of project district specifications which will accommodate the needs of population growth (p. 21).
  - b. Ensure that adequate regional/community park facilities are provided to service new residential developments (p. 22).
3. Moreover, the proposed Development is in alignment with the State's, Office of the Lieutenant Governor website (2015)—pertaining to the Lieutenant Governor's Hawai'i Sports Development Initiative—which:

[A]ims to coordinate efforts throughout Hawai'i to build a thriving sports industry...while collaborating with the Hawai'i Tourism Authority, University of Hawai'i System, Stadium Authority, and *private sports organizations* [to] identify, promote and engage opportunities to establish Hawai'i as a premier sports destination for professional, amateur and youth athletics. The improvement of current facilities and *development of world-class, state-of-the-art venues* are also part of the initiative, *intended to attract sporting events and athletic training opportunities not only on O'ahu but throughout the State.* (emphasis added)
4. It must be noted that the Public Facilities Assessment Update: County of Maui (2007) determined that many existing Wailuku-Kahului parks have unusable areas that will need improvement. Actual siting of new parks will also be challenging because of the built-up nature of the area. This may necessitate location of mini parks and neighborhood parks in future new developments, or *integration of new facilities into larger existing district or regional parks.* The Wailuku-Kahului community is also estimated to require an additional 34 tennis courts, 2 tot lots, 3 community centers, 1 gym, and 38 sports courts by 2030 (p. 1-10). (emphasis added)
5. Central Maui Regional Park System
  - a. Central Maui Regional Park: In September 2014, the County purchased 209 acres of—one time sugar production—land in the Wailuku-Kahului area—located approximately one (1) mile southwest of the subject Property—to be used as a Central Maui

Regional Park site—to house multi-purpose and County government facilities. The subject regional park is currently in its planning stages, with Phase I of construction projected to commence in fiscal year 2016.

- b. Central Maui Regional Sports Complex: The State's 65 acre Central Maui Regional Sports Complex site—located across the street (Kamehameha Avenue), southeast of the subject Property—is currently under construction. The subject sports complex will be comprised of four (4) softball fields, four (4) youth baseball fields, one (1) high school baseball field, and four (4) small soccer fields.
- c. The County's Central Maui Regional Park, the State's Central Maui Regional Sports Complex, and the subject Property (Maui Lani Regional Park—to be dedicated to the County), will collectively comprise a County regional park system, that will address the following Wailuku-Kahului Community Plan (2002) implementing actions (p. 22):
  - 1) Undertake a regional park master plan study to identify the needs and potential sites for expanded passive and active recreational uses in the planning region.
  - 2) Prepare and implement, as soon as possible, a plan for a major regional multipurpose center to service the entire planning district.
- d. It must be noted that the State's sports complex does *not* include a gymnasium, and the County's regional park—to include multi-purpose facilities (e.g., a gymnasium, a community center, fair grounds, meeting places)—will take many years to be completed. The Applicant's proposed development—using Sprung's modern building methodology—will meet the need for an additional gym—to serve the Central Maui area—in the most expedient, cost effective, and sustainable method possible—when compared to traditional construction methods.

## 6. Sports Tourism

- a. According to the MIP, promoting cross-related enterprises in the arts and entertainment, *sports and recreation*, and education sectors can strengthen small, locally-owned businesses. Particular opportunities lie in agri-tourism, eco-tourism, educational tourism, heritage tourism, voluntourism, and health and wellness tourism (p. 4-11). (emphasis added)



- b. What’s more, MIP Policy 4.2.1.e calls for the diversification of the tourism industry by supporting appropriate *niche activities* such as ecotourism, cultural tourism, voluntourism, ag-tourism, health and wellness tourism, educational tourism, medical tourism, and *other viable tourism-related businesses in appropriate locations* (p. 4-13). (emphasis added)
- c. Considering the above, HSF (hereinafter, “Applicant”), respectfully submits that the proposed Development will promote sports tourism on the island of Maui—as a “viable tourism-related business in [an] appropriate location”—by enabling the County to host world-class sporting events in a state-of-the-art, *dual court* facility, unparalleled anywhere across the islands.

**D. Target Population to be Served**

- 1. According to the 2030 Socio-Economic Forecast (2006), the Wailuku-Kahului Community Plan area experienced, and is projected to experience, the following population growth trends, in relation to the entire Maui island:

Population by Year	2000	2005	2010	2015	2020	2025	2030
Wailuku-Kahului	41,503	46,626	54,433	52,343	56,492	60,689	64,853
Total Maui Island	117,644	129,471	144,444	157,087	169,540	182,135	194,630

- 2. This community plan region remains the economic and population center of the island. The 2030 Socio-Economic Forecast (2006) suggests the Wailuku-Kahului Community Plan Area will grow faster than other parts of Maui, as former sugar lands—approximately 30,000 acres are currently in cultivation—are developed into residential subdivisions. Wailuku-Kahului is expected to maintain its status as home to more than a third of Maui’s households (Wailuku-Kahului Community Plan, 2002, pp. 1-5).
- 3. As stated above, and noted in the MIP, Central Maui’s region-wide facilities are used by the residents island-wide (p. 6-40).

**E. Geographic Coverage**

- 1. The Wailuku-Kahului community plan region encompasses the island’s Civic Center (Wailuku) major commercial industrial and shipping center (Kahului), and the largest resident population of all community plan regions with 54,433 people in 2010. The community plan region also has the largest employment center with 32,898 jobs in 2010. The region is comprised of four distinct sub-regions: Wailuku, Kahului, Waikapū, and Waihe’e (MIP, pp. 8-15-16).



2. As stated in the Wailuku-Kahului Community Plan:
  - a. The boundaries of the Wailuku-Kahului region are the northern shoreline from Po'elua Bay to Baldwin Park on the north, Kailua Gulch and Lowrie Ditch on the east, Spanish Road to Waikapū to Honoapi'ilani Highway to Pohakea Gulch on the south, and the Wailuku Judicial District boundary on the west (p. 3). (See Exhibit "G").
  - b. The Wailuku-Kahului planning region is often referred to as "Central Maui" that befits its geographic location and role as a primary urban center of the island. Central Maui plays host to the island's major public facilities and services: i.e., the Maui Community College; War Memorial Sports Complex and Keōpūolani Park; the Maui Arts and Cultural Center; Maui Memorial Medical Center—a primary acute care facility—major Federal, State and County governmental facilities; and the primary airport and commercial harbor facilities on the island. The region also supports the largest resident population of any other district and serves as a major employment center for the island, in terms of industry, commerce and agriculture. In contrast to other regions, it is not heavily oriented to hotel/resort development (p. 3).
  - c. The surrounding agricultural lands of Central Maui, and the eastern half of the West Maui Mountains are also within this region. Lands in the agricultural and conservation districts comprise over 90 percent of the total undeveloped lands in the region. A substantial amount of lands in the Wailuku-Kahului district are in agricultural production, notably for sugar cane, pineapple and macadamia nuts. These lands provide a buffer for urban development and enhance the visual character of the region. This green border is a significant part of the urban settlement pattern because of its open space and economic value (p. 3, p. 8).

## **II. Service Summary and Outcomes**

### **A. Scope of Work, Tasks, and Responsibilities**

1. Planning, Permitting, and Community Development
  - a. Provided that the subject request for funding is granted, the Applicant will contract a professional planning, permitting, and community development consultant to assist with the following tasks:

- 1) Perform the necessary background research and responding accordingly, to meet the applicable County, State, and Federal standards;
  - 2) Assist in facilitating/cultivating the public and private sector partnership between Maui Lani, the County, its Council, and the State, to complete and dedicate to the County, the Maui Lani Regional Park Gymnasium (hereinafter, "Development");
  - 3) Consultation with Maui Lani and the necessary County and State officials pertaining to the applicable planning and permitting requirements, as mandated by the Maui County Code (hereinafter, "MCC") and Hawai'i Revised Statutes;
  - 4) Work with Maui Lani and the Applicant's architects, engineers, and its consultants, on review of the site plan, conceptual drawings, grading, and building plans;
  - 5) Submit and expedite the application review and approval of the Development's building permits, with the relevant County and State officials;
  - 6) Coordinate with and meet with Maui Lani and County officials to review and amend the current Park Assessment Agreement (Exhibit "H");
  - 7) Preparation of a MCC, Title 19 height variance—before the County's Board of Variances and Appeals (hereinafter, "BVA")—to allow for a greater building height within the Maui Lani Project District, including the submittal of said application to the County's Department of Planning, meeting the public hearing requirements pertaining to proper notice, and conducting a presentation before the BVA at the scheduled public hearing; and
  - 8) Coordinate and facilitate a community meeting with Maui Lani, the County, its Council, and the Maui Lani Community Association.
2. Sprung: Contract Sprung to design, engineer, and assist in the erection of the proposed gymnasium. (See Exhibit "I")
- a. Upon purchase of the proposed Sprung structure, Sprung will work with the Applicant to design, engineer, and produce building plans—to be certified by a State licensed architect/engineer;

- b. Sprung will fabricate, ship, and deliver of the stressed membrane structure's building materials to the Property; and
- c. A Sprung technician will be provided to supervise the construction of the Development.

3. Local Architect/Engineer

- a. Provided that the subject request for funding is granted, the Applicant will contract a State licensed architect/engineer to review, sign, stamp, and date—i.e., certify—the building plans prepared by Sprung; and
- b. Prepare additional building plans pertaining to the proposed development's building foundation, infrastructure tie-in, fire protection, interior build-out, etc., in conformance with all applicable County and State standards.

4. Local Building Contractor

- a. Provided that the subject request for funding is granted, the Applicant will hire a local building contractor, who will be primarily responsible for overseeing and completing the construction of the proposed development, on time and within the budget; and
- b. Secondly, to oversee the completion, submission, and approval of the necessary building permits required pertaining to the duties and responsibilities of its subcontractors.

**B. Projected Annual Timeline**

See Exhibit "J"

**C. Quality Assurance and Evaluation Plans**

1. Sprung Structure

- a. Sprung is the inventor of the stressed membrane structure, patented worldwide. In business for over 126 years, Sprung offers innovative, cost effective, high performance building solutions which dramatically accelerate construction time lines while providing complete flexibility for the future. (See Exhibit "K")



- b. The engineered stressed membrane structure will be constructed with extruding aluminum arches (substructure) that are integrally connected to an all-weather outer flame-retardant architectural membrane. Unlike a tent product with a short life as a temporary structure, said architectural membrane facility can serve as the basis for a habitable building for decades, and is structured to withstand high wind loads and extreme weather conditions—e.g., high humidity and salt air.
  
- c. Architectural Membrane: Kynar Technology
  - 1) Kynar is a coated membrane, that only such product currently available that provides a proven color-fast solution that will not fade. A variety of colors, custom color matching programs, and graphic treatments are available/possible for this premium membrane.
  - 2) Previously available on metal coatings only, Kynar is a polyvinylidene fluoride (PVDF) resin used in the makeup of fluoropolymer resin-based coatings. Fluoropolymer resin-based coatings take advantage of the inherent strength of the carbon-flourine bond, one of the strongest known to science.
  - 3) Unique among construction materials, the architectural membrane affords architects the ability to enhance creative solutions using a strong, environmentally friendly, and energy-efficient product.
  - 4) An exterior architectural membrane can be superior in many ways to conventional types of construction, and offers one of the lightest materials on the market today and associated reductions in transportation and handling costs.
  - 5) Kynar formulated PVDF resins are one of the most stable and purest of all commercial resins, and are designed for permanent or long-term applications. Kynar PVDF is widely accepted for superior long-term performance where color retention, weatherability, and low-maintance reliability are required.
  - 6) Kynar PVDF extends membrane life, protecting the aesthetic appearance, improving cleanability, and offering exceptional fire-retardant capability.

- 7) Weighing approximately 24 ounces per square yard, a Kynar PVDF-coated fabric has a blackout design that prevents solar gain and manages climate control while guarding against UV and airborne contaminants.
- 8) The Kynar membrane is guaranteed for 20 years, with a life expectancy of 25 years.

d. Substructure

- 1) The proposed gymnasium will be made up of a series of aluminum frames covered with a polyvinyl chloride (PVC) membrane stretched between them.
- 2) The structure itself, which utilizes a number of a 5-foot 10-inch aluminum I-beams to span the 160-foot width, can be used as a permanent facility (though relocatable in design).
- 3) The aluminum substructure is rustproof and—unlike steel and wood—an aluminum substructure performs extremely well in humid environmental conditions.
- 4) Aluminum strength exceeds building codes and it is lightweight—about one-third the weight of steel. Connections are bolted, not welded.
- 5) Its ratio of strength-to-weight means it can provide more value for less weight—which in turn translates to easier, less expensive shipping and handling.
- 6) Aluminum has an indefinite life expectancy, and has been shown to actually get stronger as it ages. Further, it is 100 percent recyclable, with no loss of quality.

e. Lower Overall Costs: Sprung structures are engineered to accelerate construction, lower project costs, and reduce operating expenses. As stated above, the proposed gymnasium itself can be purchased at 56.2% of that of a conventional—brick and mortar—building of the same size.

f. Sustainability

- 1) In an Energy Comparison Study (2011) between two (2) different construction methods in the United Kingdom (hereinafter, “UK”)—a Sprung Structure and a traditional building (steel frame and brick/block walls)—it was

concluded that the Sprung Structure's modern construction methodology is considerable the most energy efficient solution when compared to a traditional method (See Exhibit "L"):

- (a) Low air permeability rating: Relatively speaking, as the building has a higher air tightness, heat gains are reduced during peak ambient conditions, thereby reducing energy consumption. The Sprung Structure proved to achieve an "actual" air permeability rating of  $2.0 \text{ m}^3/\text{h}/\text{m}^2$  @ 50Pa.
- (b) Very Low U Values: Use of high thermal performance Translucent Fabric and Polycarbonate roof lights ( $0.14 \text{ W}/\text{m}^2.\text{K}$ ) reduces the usage of artificial lighting with the inclusion of integrated roof lights, thereby reducing energy consumption of the building.
- (c) According to the Energy Comparison Study (2011), overall, Sprung Structures have the potential to:
  - (1) Achieve an A RATING under the Energy Performance Rating system;
  - (2) Achieve an EXTRA 1 Credit UNDER Ene1 criteria for BREEAM—the UK inspiration for the U.S.'s trademarked LEED.
  - (3) REDUCE the Annual Running Costs by 42 percent with a Sprung Structure, compared against the traditional method of construction.

2. Planning/Permitting/Community Development Consultant

- a. Provided that the subject request for funding is granted, the Applicant will contract a professional planning, permitting, and community development consultant that specializes in land use entitlements, zoning administration and enforcement, building permit expedition, variances and appeals—a building height variance is required—and community development.
- b. The proposed gymnasium's development process is highly dependent on the successful navigation through the necessary government agencies and bodies—e.g., the County's Parks and



Public Works Departments, County Council—that will assist and contribute towards achieving the Applicant’s primary goal of erecting the proposed Development, and dedicating the subject Property to the County. Considering this, said professional will be contracted specifically to continue/facilitate the necessary processes to complete the subject project—i.e., a building height variance before the County’s Board of Variances and Appeals (hereinafter, “BVA”), the applicable building permits, an amended Park Assessment Agreement through Council.

- c. Said professional will also be tasked with expediting the above mentioned government processes, which in turn will expedite the overall Development’s timeline, thereby allowing the Applicant to rapidly commence and complete construction.

**D. Measures of Effectiveness**

**1. Building Height Variance**

- a. The Applicant shall submit to the State Expending Agency, the granted height variance’s approval and final compliance letters—issued by the County’s Planning Director;
- b. Additionally, the Applicant shall submit to the Expending Agency, the BVA’s required Hold-Harmless Agreement, executed by Maui Lani, the County’s Mayor, and recorded with the State’s Bureau of Conveyances;
- c. It should be noted that in the past 15 years, the BVA has approved seven (7) building height variances for public/quasi-public institutions on the island:
  - 1) Pomaika‘i Elementary School (BVAV 20050003) (neighboring parcel; the subject building is less than 500 feet away);
  - 2) Jesus Christ of Latter Day Saints Church (BVAV 20090014) (nearby; approximately ¼ mile away);
  - 3) Kamehameha Schools—Maui Campus (BVA 20030009 & 20050021);
  - 4) University of Hawai‘i—Maui Campus (BVA 99/26 & BVAV 20080008);
  - 5) Maui Memorial Medical Center (BVA 20040018).

2. **Park Assessment Agreement:** The Applicant shall submit to the Expending Agency, a copy of Amended Park Assessment Agreement, as approved by Council, executed by Maui Lani, the County’s Parks Director and the Mayor, and recorded with the State’s Bureau of Conveyances;
3. **Building Permits:** The Applicant shall submit to the Expending Agency, copies of all building permit applications and approvals, upon submission and subsequent approval (respectively) by the County’s Department of Public Works; and
4. **Park Dedication:** Upon dedication of the subject Property to the County, the Applicant shall submit to the Expending Agency, a copy of the recorded warranty deed conveying the land free and clear of any liens or encumbrances.

**III. Financial**

**A. Budget**

1. Budget Form (See Exhibit “M”)
2. Anticipated Quarterly Funding Requests (Fiscal Year 2016)

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total Grant
\$4,121,560.00	\$0.00	\$301,430	\$0.00	\$4,422,990.00

3. **Other Sources of Funding:** Not Applicable
4. **State and Federal Tax Credits (Granted and/or Anticipated):** Not Applicable
5. **Government Contracts/Grants (Past/Present/Future):** Not Applicable
6. **Balance of Unrestricted Current Assets (as of December 31, 2014):** (See Exhibit “N”)

**IV. Experience and Capability**

**A. Necessary Skills and Experience**

1. Vernon Kapua’ala is a long-time Maui resident with over 30 years of experience as a youth and collegiate soccer player, club (youth) and high school coach, and administrative—specifically in athletics—experience.

- a. President of HSF, a 40 year old soccer organization—f.k.a. MYSO—that offers annual programming for Maui’s youth, high school, and adult soccer players, including one (1) developmental league, four (4) Futsal leagues (Maui, O’ahu, Kaua’i, and the Big Island of Hawai’i), one (1) high school tournament, one (1) youth soccer tournament, two (2) state-wide tournaments (with national implications), and a player development program that was created as pathway for inclusion is U.S. Soccer’s National Team programs—no matter one’s socioeconomic background. (See pp. 1-2 above)
  - b. President and State Commissioner of Hawaii Futsal, the governing body for the sport of Futsal—like indoor soccer—for the State of Hawai’i. (See pp. 1-2 above)
  - c. Director of Soccer Operations for the PONO Soccer Club, a local non-profit organization whose mission is to spread “PONO” values through athletics.
2. Trisha Kapua’ala
- a. Trisha Kapua’ala has over a decade of experience as an Enforcement Planner with the County’s Department of Planning, Zoning Administration and Enforcement Division. Over the course of her tenure with the County, Trisha gained valuable knowledge, experience, and relationships—with developers, contractors, architects/engineers, attorneys, government officials, etc.—which qualifies her as a Planning, Permitting, and Community Development professional. Trisha currently consults for large and small developments such as The Outlets of Maui, Verizon, and The Waikapū Village.
  - b. Planning Experience Relative to Request (2002-2014)
    - 1) Performed fact-finding, and land use/coastal zone management law analysis to provide public assistance, and for reports to various County Boards and Commissions;
    - 2) Performed all duties and responsibilities in the processing of contested cases—i.e., appeals from the County’s Director’s decisions—and variances from the Maui County Code;
    - 3) Provided administrative support during contested cases on behalf of the Planning Director, the BVA, the Urban



Design Review Board, and the Maui Planning Commission;

- 4) Worked intimately with the County's Department of Corporation Counsel to execute settlement/hold-harmless agreements and hearings officer contracts;
- 5) Drafted and facilitated the adoption of amended rules of practice and procedures and special management area rules for various County Boards and Commissions;
- 6) Provided annual training to various County Boards and Commissions pertaining to zoning enforcement/administration and variances/appeals;
- 7) Planner-On-Call: Provided public assistance as it pertained to zoning ordinances, coastal zone management, flood zone areas, historic/project districts, regional community plans, small-town design guidelines, land use permits, and variances/appeals.

**B. Facilities**

Not Applicable

**V. Personnel: Project Organization and Staffing**

**A. Proposed Staffing, Staff Qualifications, Supervision and Training**

Not Applicable

**B. Organizational Chart**

See Exhibit "O"

**C. Compensation**

See Exhibit "P"

**VI. Other**

**A. Litigation**

Not Applicable

**B. Licensure or Accreditation**

Not Applicable

**C. Federal and County Grants**

Not Applicable

**D. Private Educational Institutions**

Not Applicable

**E. Future Sustainability Plan**

Upon completion of the subject Development—i.e., dedication of the subject Property to the County—the County’s Parks Department will maintain and administer the permitting/use of the subject gymnasium.

**F. Certificate of Good Standing**

See Exhibit “Q”

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUL 23 2014

HAWAII SOCCER FEDERATION  
C/O VERNON KAPUAALA  
1683 NANA ST APT 3  
WAILUKU, HI 96793

Employer Identification Number:

DLN:

Contact Person:

CUSTOMER SERVICE

ID# 31954

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

December 31

Public Charity Status:

509(a)(2)

Form 990 Required:

Yes

Effective Date of Exemption:

July 1, 2014

Contribution Deductibility:

Yes

Addendum Applies:

No

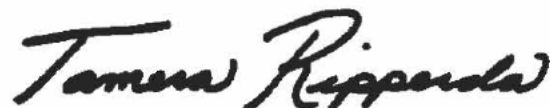
Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,



Director, Exempt Organizations

Letter 947

Exhibit "A"









**CONSTRUCTION TIMELINE COMPARISON**  
**Sprung Structure vs. Traditional Building Method**

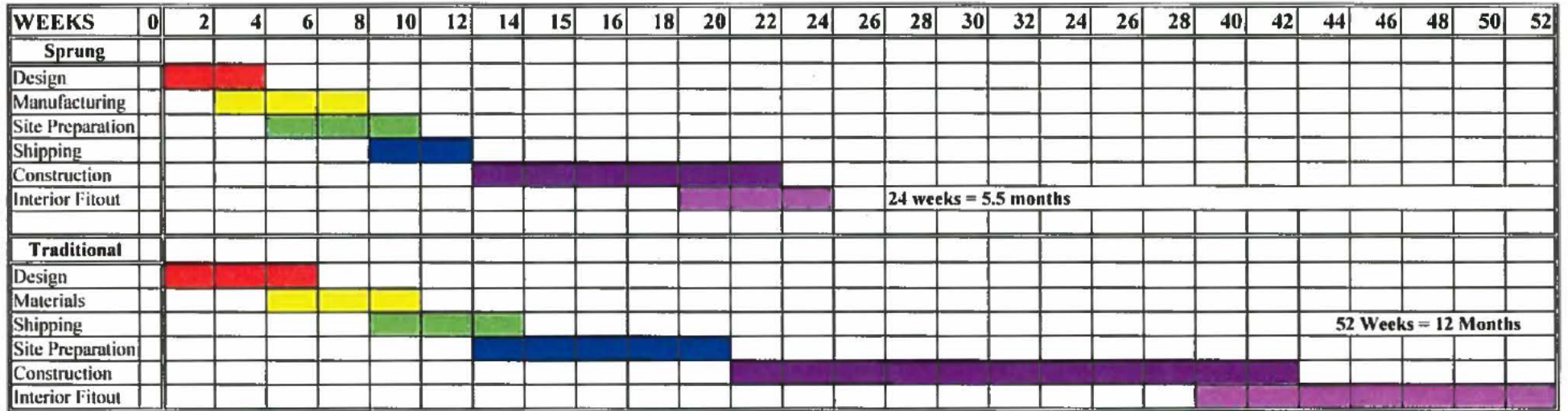


Exhibit "D"



**FINANCIAL COMPARISON  
(COMPARISON OF CONSTRUCTION COSTS FOR  
37,280 SQUARE FOOT STRUCTURES)**

Conventional Structure Cost	\$182.40 per square foot
Sprung Structure Cost	\$55.07 per square foot
	<hr/>
Savings	\$127.33 per square foot

**The Sprung Structure cost is 56.27% of the cost of a conventional building.**

High Performance Fabric Building Solutions  
Tensioned Membrane Structures Available Immediately from Inventory



North America Toll Free  
1.855.551.4886



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Design Flexibility   Speed of Construction   Lower Overall Costs   Proven Durability   FAQ   Comparison Matrix

Home   Sprung Advantage   Comparison Matrix

## How Does Your Sprung Structure Compare

When you compare feature by feature, you'll quickly see how your Sprung structure outperforms other kinds of construction. It's an innovative all-in-one solution that provides a custom building solution in a very short time.

Quality starts with intelligent design and choice of materials. And when you consider the rapid construction time, superior energy efficiency, long-term flexibility and lower overall costs, you'll agree a Sprung structure is your obvious choice.

Feature	Sprung Structure	Pre-Engineered Metal Building	Conventional Construction
Design Time	3-4 weeks	2-3 months	6-8 months
Construction Time	6 months	9-12 months	More than 12 months
Insulation	8 or 9 inch Johns Manville Insulation	6-inch R20 wall squeezed to R14 6-inch R20 roof squeezed to R11	R20 wall R20 roof
Lighting Levels	Reflection of the light off the white interior membrane reduces number of light fixtures required	Requires more lighting fixtures	Requires more lighting fixtures
Maintenance Schedule	Aluminum is virtually maintenance free; self-cleaning exterior architectural membrane; Sprung Shield "vandal-proof" Hard-Wall System to 8'6" level	Standing seam metal roof prone to large thermal movements creating leaking and requires continuous maintenance, especially at penetrations	Regular maintenance is required
Flexibility to Relocate	Yes	No	No
Airtight Building Envelope Efficiency	Air Permeability almost 0, results in excellent energy performance	Poor airtightness	Moderate airtightness
Energy Savings And Operating Costs	Up to 20% energy savings over pre-engineered metal buildings	Poor energy performance	Moderate energy performance
High Ceiling	Excellent clearspan views	Some limitations due to lower interior clear height	Some limitations due to lower interior clear height
Lifespan	Indefinite lifespan simply by replacing exterior membrane every 15-30 years depending on membrane selection	N/A	N/A

### Speed

of Construction

The Sprung team can complete an insulated permanent structure at up to 1,000 square feet per day.

See Sprung in Action...

### Flexibility

of Design

Sprung structures are available in widths from 30-200 feet and in any length.

See Sprung in Action...

### Lower

Overall Costs

Sprung structures are engineered to accelerate construction, lower project costs and reduce operating expenses.

See Sprung in Action...



Languages



Exhibit "F"

Exhibit "C"



**LEGEND**

- AG Agriculture
- R Rural
- SF Single Family Residential
- MF Multi-Family Residential
- B Business/Commercial
- BR Business/Multi-Family
- BI Business/Industrial
- LI Light Industrial
- HI Heavy Industrial
- H Hotel
- P Public/Quasi-Public
- PK Park
- OS Open Space
- PD Project District
- A Airport
- C Conservation
- SB Service Business / Residential



**MAUI COMMUNITY PLANS  
WAILUKU-KAHULUI**

COUNTY OF MAUI

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_ PUBLIC HEARING: \_\_\_\_\_

ADOPTED: \_\_\_\_\_

ORDINANCE: \_\_\_\_\_

DATE: \_\_\_\_\_

REVISION: \_\_\_\_\_

THIS IS NOT A LEGAL MAP  
FOR THE PURPOSES OF THE ZONING ACT  
AND THE COUNTY ZONING ORDINANCES.

DATE: \_\_\_\_\_

SCALE: \_\_\_\_\_



THE ORIGINAL OF THE DOCUMENT  
RECORDED AS FOLLOWS:  
STATE OF HAWAII

BUREAU OF CONVEYANCES

DATE \_\_\_\_\_ TIME \_\_\_\_\_

DOCUMENT NO. **Doc A-53380673**

**August 13, 2014 3:29 PM**

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AFTER RECORDATION, RETURN BY MAIL [ ] PICK-UP [ ]

County of Maui  
Department of Finance  
200 South High Street  
Wailuku, Maui 96793

This document contains 29 pages

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TITLE OF DOCUMENT:

**PARK ASSESSMENT AGREEMENT FOR A PORTION OF  
WAILUKU-KAHULUI PROJECT DISTRICT 1**

---

PARTIES TO DOCUMENT:

**MAUI LANI PARTNERS  
MAUI LANI 100, LLC  
1100 Alakea Street, Suite 2200  
Honolulu, Hawaii 96813**

**COUNTY OF MAUI  
200 South High Street  
Wailuku, Maui 96793**

---

TAX MAP KEY NO. (2) 3-8-007:150  
Lot 11-D-1-A-1-A-1 of the Maui Lani (Large Lot) Subdivision No. 7

Exhibit "H"

**PARK ASSESSMENT AGREEMENT  
FOR A PORTION OF  
WAILUKU-KAHULUI PROJECT DISTRICT 1**

This PARK ASSESSMENT AGREEMENT (this "Agreement") is executed this 1<sup>st</sup> day of August, 2014 (the "Effective Date"), by MAUI LANI PARTNERS, a Hawaii general partnership, whose address is 1100 Alakea Street, Suite 2200, Honolulu, Hawaii 96813 ("MLP"), MAUI LANI 100, LLC, a Hawaii limited liability company, whose address is 1100 Alakea Street, Suite 2200, Honolulu, Hawaii 96813 ("ML100"), and the COUNTY OF MAUI, a political subdivision of the State of Hawaii, whose address is 200 South High Street, Wailuku, Hawaii 96793 (the "County"), hereinafter collectively referred to as the "Parties".

WHEREAS, that certain Unilateral Agreement and Declaration for Conditional Zoning, dated November 28, 1989 and recorded in the Bureau of Conveyances of the State of Hawaii (the "Bureau") in Liber 23963, Page 712 (the "Initial Unilateral Agreement") describes the land that comprises the Wailuku-Kahului Project District 1, located at Wailuku and Kahului, Maui, Hawaii (the "Project District"); and

WHEREAS, the Initial Unilateral Agreement was supplemented by that certain Supplemental Unilateral Agreement dated October 26, 1999 and recorded in the Bureau on January 18, 2000 as Document No. 2000-006771 (the "1999 Supplemental Agreement"), and further supplemented by that certain Supplemental Unilateral Agreement dated July 7, 2006 and recorded in the Bureau on August 8, 2006 as Document No. 2006-145478 (the "2006 Supplemental Agreement"), and amended by that certain Amendment to Supplemental Unilateral Agreement dated July 7, 2006 and recorded in the Bureau on August 8, 2006 as Document No. 2006-145479 (the "2006 Amendment"); and

WHEREAS, MLP is the developer of certain portions of the Project District (such portions being referred to herein as the "MLP Project District"); and

WHEREAS, HRT, LTD., a Maryland corporation, and entities affiliated with HRT, LTD. (collectively, "HRT"), is the developer of certain other portions of the Project District (such other portions being referred to herein as the "HRT Project District"); and

WHEREAS, MLP is not related to or affiliated with HRT and is not involved in the development of the HRT Project District; and

WHEREAS, the HRT Project District is not the subject of, or relevant to, this Agreement; and

WHEREAS, as of the Effective Date, MLP is unable to determine the total number of lots/units that will be developed in the MLP Project District; and

WHEREAS, as of the Effective Date, approvals have been given for the development of a total of 1,258 lots/units in the MLP Project District; and

WHEREAS, as of the Effective Date, 853 lots/units have been developed in the MLP Project District; and

WHEREAS, pursuant to Section 18.16.320, Maui County Code ("MCC"), the park assessment requirement for 853 lots/units is approximately 9.8 acres of land; and

WHEREAS, for the MLP Project District, MLP intends to fully satisfy the conditions of Section 18.16.320, MCC, for 2,309 lots/units via the dedication of the land identified as Lot 11-D-1-A-1-A-1 of the Maui Lani (Large-Lot) Subdivision No. 7 (TMK No. (2) 3-8-007:150), which is comprised of approximately 26.5 acres of land (the "Park Site"); and

WHEREAS, the Park Site is more particularly described in Exhibit "1" attached to this Agreement and by reference made a part hereof; and

WHEREAS, MLP will dedicate and improve the Park Site in two phases, with the first phase being a 14.4-acre portion ("Parcel 1") and the second phase being the remaining 12.1-acre portion of the Park Site ("Parcel 2"). Parcel 1 and Parcel 2 comprise the land designated for the Maui Lani Regional Park and are shown on the map titled "Maui Lani Regional Park Master Development Plan" (the "Development Plan"), which is attached as Exhibit "2" to this Agreement and by reference made a part hereof; and

WHEREAS, ML100 is the current owner of the Park Site and an affiliate of MLP, and, as such, references in this Agreement to MLP shall include ML100, as the owner of the Park Site; and

WHEREAS, the Initial Unilateral Agreement, as supplemented and amended by the 1999 Supplemental Agreement, required MLP to develop and dedicate certain lands for public parks; and

WHEREAS, MLP and the County agreed that the location of the park contemplated in the Initial Unilateral Agreement and the 1999 Supplemental Agreement would be changed to the Park Site; and

WHEREAS, the 2006 Supplemental Agreement and the 2006 Amendment canceled and terminated the 1999 Supplemental Agreement, along with the associated initial and interim park easements, and required the recordation of replacement park easements on the Park Site; and

WHEREAS, MLP, ML100 and the County, upon execution of this Agreement, desire to cancel and terminate the 2006 Supplemental Agreement and the 2006 Amendment, along with all associated park easements, which include (a) that certain Easement for Incremental Park Dedication, dated June 30, 2009, recorded in the Bureau as Document No. 2009-103064, and (b) that certain Easement for Incremental Park Dedication, dated June 30, 2009, recorded in the Bureau as Document No. 2009-103065 (collectively, the "2009 Park Dedication Easements");



NOW, THEREFORE, the Parties hereby agree as follows:

1. The 2006 Supplemental Agreement and the 2006 Amendment, along with the associated park easements, including the 2009 Park Dedication Easements, shall be, and are hereby, canceled and terminated.

2. Park Assessment Requirements

a. Number of Lots. As of the Effective Date, the number of lots/units to be developed in the MLP Project District is undetermined.

b. Calculation of Park Assessment Requirement. For the MLP Project District, MLP intends to dedicate improved land to satisfy the park dedication and assessment requirements of Section 18.16.320, MCC, for 2,309 lots/units.

c. Land Area. MLP shall dedicate approximately 26.5 acres of land to the County.

d. Credits. There shall be a 10-year period from the Effective Date to subdivide residential lots or construct residential units within the MLP Project District under the terms of this Agreement. (To "subdivide" a residential lot means to be granted final subdivision approval for it by the County. To "construct" a residential unit means to be issued a certificate of occupancy (or other final County approval) for it by the County.) After 10 years has expired or after this Agreement has been terminated, MLP shall receive park assessment/dedication credits for all lands that had been dedicated to the County for park purposes in excess of the requirements of Section 18.16.320, MCC. The issuance, application and, if applicable, apportionment of said credits shall be subject to the provisions of Section 18.16.320, MCC.

e. Map. The Development Plan (attached as Exhibit "2") shows the location of the Park Site in relation to the surrounding area.

f. Improvements; Easement. MLP shall improve the Park Site by completing the following prior to dedication to the County of the respective Parcels of the Park Site:

i. Restroom

Prior to dedication of Parcel 1 to the County, MLP shall construct a restroom on Parcel 1 of the Park Site, to which water, sewer and electrical lines shall be connected. A construction plan for a restroom very similar to the one that is intended to be constructed on Parcel 1 is attached hereto and by reference made a part hereof as Exhibit "3".

ii. Parking Lot

Prior to dedication of Parcel 1 to the County, MLP shall construct a parking lot on Parcel 1 that shall have thirty (30) parking stalls.

iii. Grassing, grading, irrigation, and drainage

Prior to dedication of Parcel 1 to the County, MLP shall improve Parcel 1 by grading the land, planting grass, providing adequate drainage, and installing an automatic irrigation system. Prior to dedication of Parcel 2 to the County, MLP shall improve Parcel 2 by grading the land, planting grass, providing adequate drainage, and installing an automatic irrigation system.

iv. Parcel 2 Access

Prior to the dedication of Parcel 2 to the County, MLP shall record in the Bureau, as an encumbrance on the title to Parcel 2, a document by which an easement for public access to and from Parcel 2 is granted over Kamehameha Avenue (the "Parcel 2 Access Easement").

v. Other Improvements

The County shall be responsible for any and all additional or other improvements to the Park Site.

- g. Estimated Completion Date. MLP anticipates that the improvements it is to make to Parcel 1, as described above, will be completed within one (1) year after the later to occur of (i) the Effective Date or (ii) the County's issuance of building permits for the improvements to Parcel 1 that are described in Subparagraphs 2.f.i. and 2.f.ii above. MLP anticipates that Parcel 2 will be improved by grass planting, grading and the installing of an automatic irrigation system and adequate drainage within ten (10) years after the Effective Date of this Agreement.
- h. Proposed Uses of Park. The park will be used for active recreation and the County intends to improve the park with sports fields and courts.
- i. Conceptual Rendering. The Development Plan that is attached to this Agreement as Exhibit "2" is a conceptual rendering of the Park Site and, as such, is subject to minor changes and must not be considered an actual representation of the final park.
- j. Dedication. Dedication of the Park Site shall occur in two phases (each a "Phase").



Phase 1 shall be the dedication of Parcel 1, which shall take place upon the later to occur of (i) completion of all of the Parcel 1-related improvements listed in Subparagraphs 2.f.i, ii and iii above to the reasonable satisfaction of the Director of the Department of Parks and Recreation (the "Director"), and (ii) final approval of the subdivision of the Park Site into Parcel 1 and Parcel 2. The County agrees to cooperate with and assist in such subdivision.

Phase 2 shall be the dedication of a lot comprised of a consolidation of Parcel 1 and all or a portion of Parcel 2, as described below. The Phase 2 dedication shall take place upon the later to occur of (i) completion of all of the Parcel 2-related improvements listed in Subparagraph 2.f.iii above to the Director's reasonable satisfaction, (ii) recordation in the Bureau of the Parcel 2 Access Easement, and (iii) final approval of the consolidation of Parcel 1 and Parcel 2 (or the improved and subdivided portion of Parcel 2 referenced in Subparagraph 2.k below) into one legal lot. The County agrees to cooperate with and assist in such consolidation.

The dedication of each Phase shall be in accordance with Subsection 18.16.320.B.2.a, MCC. The Director shall accept each Phase with completed improvements, on behalf of the County, in accordance with Chapter 3.44, MCC. A preliminary title report for the Park Site is attached hereto and by reference incorporated herein as Exhibit "4". Prior to the County's acceptance of the dedication, the County will be provided with an updated preliminary title report for the Park Site showing that the Park Site has marketable title, clear of any monetary encumbrances (other than the lien of real property taxes not yet required to be paid).

- k. Term of Agreement. This Agreement shall commence upon the Effective Date and shall expire ten (10) years thereafter, unless sooner terminated as provided herein. In the event that the Parcel 2-related improvements listed in Subparagraph 2.f.iii above have not been completed upon the expiration of this Agreement, MLP may subdivide Parcel 2 into two or more lots and dedicate to the County the lot that has the completed improvements, which lot shall be consolidated with Parcel 1 (as described above). The County agrees to cooperate with and assist in such subdivision and consolidation. This provision shall survive termination and expiration of this Agreement.

3. In the event that MLP must satisfy the requirements of Section 18.16.320, MCC, for any lots/units in excess of the 2,309 lots/units contemplated in this Agreement, MLP shall be required to either (a) amend this Agreement (along with ML100 and the County), subject to approval by Resolution of the Council of the County of Maui, or (b) enter into a new Park Assessment Agreement with the County.

4. The land area of Parcel 1 is enough to satisfy the requirements of Section 18.16.320, MCC, for 1,258 lots/units. In the event that MLP seeks approval for any lots/units in excess of 1,258 prior to the completion of all of the requirements listed in Subparagraphs 2.f.i, ii, iii and iv above, MLP shall either (a) provide to the County a bond or other security instrument in



accordance with Section 18.16.320.B.5, MCC, or (b) improve a portion of Parcel 2 as necessary to satisfy the park dedication requirements for such additional lots/units and then lease the improved portion of Parcel 2 to the County.

5. MLP shall provide the County with physical access (via roadway improvements and curb cuts) between the Park Site and Maui Lani Parkway. Further, if, at the time Parcel 1 of the Park Site is to be dedicated to the County, the portion of Maui Lani Parkway fronting Parcel 1 has not been dedicated to the County, MLP shall execute and record in the Bureau a grant of easement in favor of the County over such portion of Maui Lani Parkway.

6. MLP will provide domestic water lines, sewer lines and electrical lines to the boundary of Parcel 1 of the Park Site, which lines shall be stubbed out at the access point to Parcel 1 that is shown on the Development Plan attached as Exhibit "2".

7. MLP will provide an agricultural water line to the Park Site. For all irrigation water used at the Park Site, the County shall pay MLP at the applicable Department Water Supply rate for agricultural use in effect at the time the water is used on the Park Site. Either MLP or the County shall have the option to terminate this irrigation water service at any time upon one (1) year prior written notice to the other party.

8. Notifications

County of Maui:  
Director  
Department of Parks and Recreation  
700 Halia Nakoa Road  
Wailuku, Hawaii 96793

Maui Lani Partners:  
1100 Alakea Street, Suite 2200  
Honolulu, Hawaii 96813

Maui Lani 100, LLC:  
1100 Alakea Street, Suite 2200  
Honolulu, Hawaii 96813

9. MLP shall record this Agreement with the Bureau after execution by MLP, ML100 and the County. Upon recordation of this Agreement, the conditions imposed in this Agreement shall run with the Park Site and shall bind and constitute notice to all subsequent lessees, grantees, assignees, mortgagees, lienors and any other persons who claim an interest in the Park Site. This Agreement shall not constitute an encumbrance on any parcel of land, lot or unit other than the Park Site.

10. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, as the case may be.

11. The Parties understand and acknowledge that, provided the applicable requirements for such limited liability have been satisfied, MLP and ML100 may be entitled to the full benefit of the limited liability afforded to landowners under the Hawaii Recreational Use Statute (Haw. Rev. Stat. Chapter 520 (Landowner's Liability)) with respect to the recreational use of the Park Site (or any portion thereof) by or on behalf of the County or the general public until all of the Park Site has been dedicated to the County; provided, however, that it is also understood and acknowledged by the Parties that such limited liability does not mean that the County shall have any liability with respect to the recreational use of the Park Site (or any portion thereof) by or on behalf of the County or the general public prior to dedication of the Park Site to the County.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of Hawaii. The Parties shall have the right to enforce this Agreement by appropriate action at law or suit in equity. The venue for any action with respect to this Agreement shall be in Wailuku, Maui, Hawaii.

13. This Agreement and the exhibits attached hereto contain the entire agreement of the Parties with respect to the issues set forth in this Agreement and supersedes all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by written agreement signed by the Parties, approved by Maui County Council resolution and recorded in the Bureau.

14. The Parties agree that this Agreement may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the Parties, notwithstanding all of the Parties are not signatory to the original or same counterparts. For all purposes, duplicate unexecuted pages of the counterparts may be discarded and the remaining pages assembled as one document.

*[Signature page follows]*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the Effective Date.

MAUI LANI PARTNERS

By Stacey Takaba  
(Signature)

Stacey Takaba  
(Print Name)

Its President  
(Title)

MAUI LANI 100, LLC

By Stacey Takaba  
(Signature)

Stacey Takaba  
(Print Name)

Its President  
(Title)

COUNTY OF MAUI

By Alan M. Arakawa

ALAN M. ARAKAWA  
Its Mayor

APPROVAL RECOMMENDED:

Glenn T. Correa

GLENN T. CORREA  
Director of Parks and Recreation

APPROVED AS TO FORM  
AND LEGALITY:

Jeffrey Ueoka

JEFFREY UEOKA  
Deputy Corporation Counsel  
County of Maui



STATE OF HAWAII )  
City & County of Honolulu ) SS.

On this 30<sup>th</sup> day of August, 2013, before me personally appeared Sharon Takemura, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

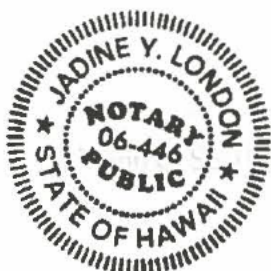
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Jadine Y. London  
Notary Public, State of Hawaii

Print Name: Jadine Y. London

My commission expires: July 23, 2014

NOTARY PUBLIC CERTIFICATION		
Doc. Date: <u>Updated date of notarization</u>	# Pages: <u>11 + Exhibits</u>	Judicial
Notary Name: <u>Jadine Y. London</u>	Circuit: <u>First</u>	
Description: <u>Part Assessment Agreement</u> <u>for a portion of Wailuku-Kahului</u> <u>Project District 1</u>		
Notary Signature: <u>Jadine Y. London</u>		
Date: <u>8/30/13</u>		

STATE OF HAWAII            )  
  ) SS.  
\_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public, State of Hawaii

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

NOTARY PUBLIC CERTIFICATION	
Doc. Date: _____	# Pages: _____
Notary Name: _____	Judicial _____
Doc. _____	Circuit: _____
Description: _____	
_____	
_____	
Notary Signature: _____	
Date: _____	

STATE OF HAWAII )  
 ) SS.  
COUNTY OF MAUI )

On this 1<sup>st</sup> day of August, 2014, before me appeared ALAN M. ARAKAWA, to me personally known, who being by me duly sworn did say that he is the Mayor of the County of Maui, a political subdivision of the State of Hawaii, and that the seal affixed to the foregoing instrument is the lawful seal of the County of Maui, and that said instrument was signed and sealed in behalf of the County of Maui by authority of its Charter, and said ALAN M. ARAKAWA acknowledged the said instrument to be the free act and deed of the County of Maui.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

*Michelle Esteban*

Notary Public, State of Hawaii

Print Name: MICHELLE L. ESTEBAN

My commission expires: 8-14-15



NOTARY PUBLIC CERTIFICATION			
Doc. Date:	<u>8-1-14</u>	# Pages:	<u>28</u>
Notary Name:	<u>MICHELLE L. ESTEBAN</u>	Judicial Circuit:	<u>2nd</u>
Doc. Description:	<u>Park Assessment</u> <u>Agreement for a Portion of</u> <u>Wailuku-Kahului Project</u> <u>District 1</u>		
Notary Signature:	<u>Michelle Esteban</u>		
Date:	<u>8-1-14</u>		





EXHIBIT "1"

Description of Park Site

Maui Lani (Large-Lot) Subdivision No. 7  
Description of Lot 11-D-1-A-1-A-1

Land situated on the northerly side of Kamehameha Avenue at Wailuku, Maui, Hawaii.  
Being a portion of Grant 3343 to Claus Spreckels.

Beginning at a point on the westernmost corner of this lot, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE" being 5,925.72 feet South and 1,754.76 feet East and running by azimuths measured clockwise from True South:

1. 196° 37' 655.76 feet along Lot 11-D-1-A-1-B-1 of Maui Lani (Large-Lot) Subdivision No. 7, being also along the remainder of Grant 3343 to Claus Spreckels to a point;
2. Thence along same on a curve to the right with the point of curvature azimuth from the radial point being: 106° 37', and the point of tangency azimuth from the radial point being: 133° 17', having a radius of 500.00 feet, the chord azimuth and distance being: 209° 57' 230.62 feet to a point;
3. 223° 17' 250.06 feet along same to a point;
4. Thence along same on a curve to the left with the point of curvature azimuth from the radial point being: 313° 17', and the point of tangency azimuth from the radial point being: 291° 59', having a radius of 500.00 feet, the chord azimuth and distance being: 212° 38' 184.81 feet to a point;
5. 201° 59' 28.13 feet along same to a point;
6. Thence along Lot 11-D-1-A-1-F-1 of Maui Lani (Large-Lot) Subdivision No. 7, being also along the remainder of Grant 3343 to Claus Spreckels on a

- curve to the left with the point of curvature azimuth from the radial point being: 11° 47' 55", and the point of tangency azimuth from the radial point being: 351° 00', having a radius of 1,850.00 feet, the chord azimuth and distance being: 271° 23' 57.5" 667.88 feet to a point;
7. 261° 00' 171.95 feet along same to a point;
8. Thence along same on a curve to the right with the point of curvature azimuth from the radial point being: 171° 00', and the point of tangency azimuth from the radial point being: 204° 30', having a radius of 850.00 feet, the chord azimuth and distance being: 277° 45' 489.93 feet to a point;
9. 24° 30' 122.46 feet along Lot 11-C-3 of Maui Lani Parkway - Road Lot Subdivision IV, being also along the remainder of Grant 3343 to Claus Spreckels to a point;
10. 59° 40' 418.52 feet along same to a point;
11. 152° 00' 101.70 feet along Lot 11-D-1-A-3-A of Maui Lani Elementary School Subdivision, being also along the remainder of Grant 3343 to Claus Spreckels to a point;
12. 67° 08' 46" 831.02 feet along same to a point;
13. 337° 08' 46" 716.90 feet along same to a point;
14. 62° 41' 250.63 feet along Lot 11-D-1-A-2-B of Maui Lani (Large-Lot) Subdivision No. 5, being also along the remainder of Grant 3343 to Claus Spreckels to a point;
15. 104° 48' 20" 762.80 feet along Lot 12-A of Maui Lani Subdivision, being also along the remainder of Grant 3343 to Claus

Spreckels, to the point of beginning  
and containing an Area of  
26.550 Acres.

END OF EXHIBIT "1"



EXHIBIT "2"

Development Plan Map

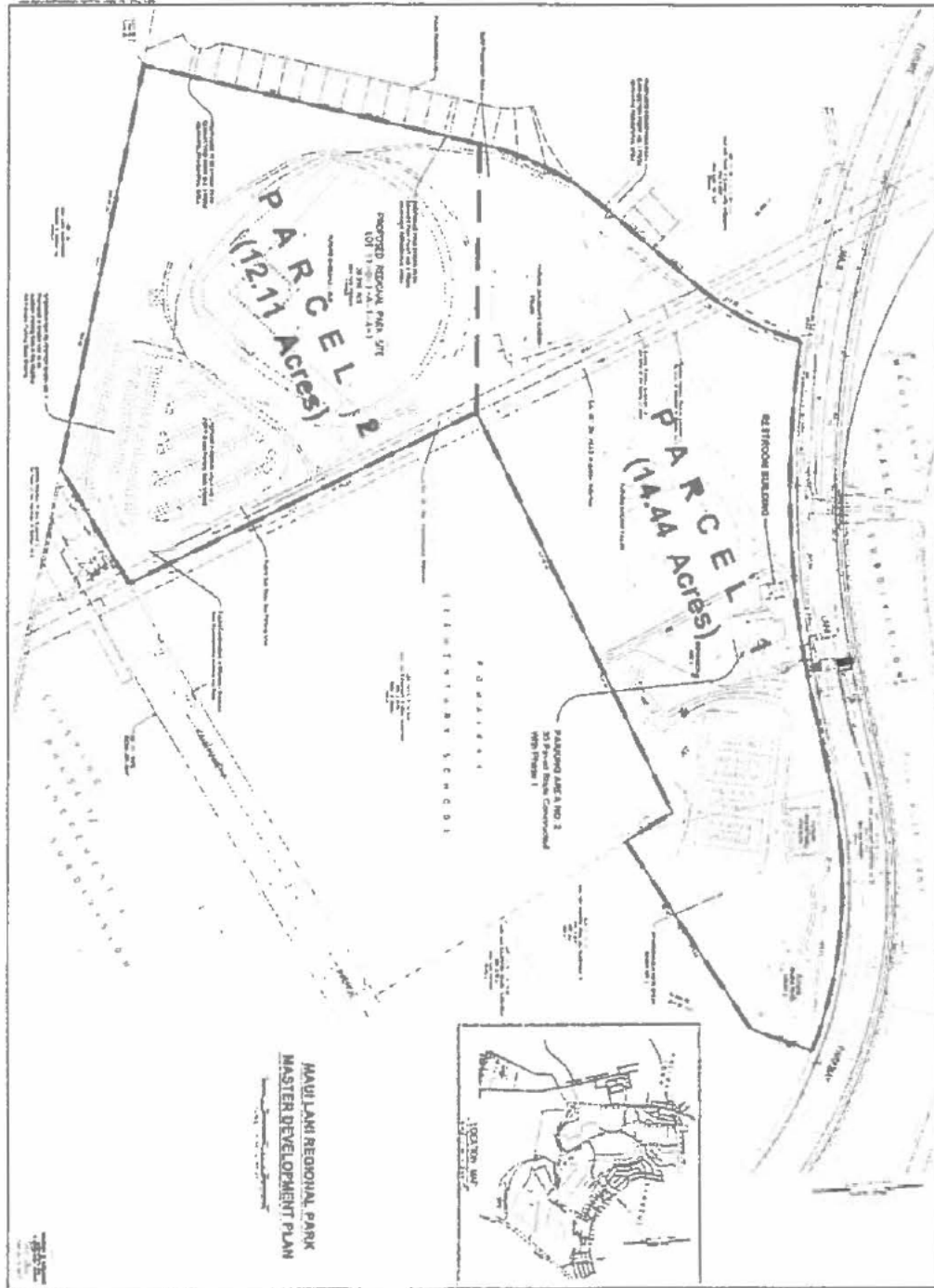


EXHIBIT "3"

Construction Plan for Restroom to be Constructed on Parcel 1

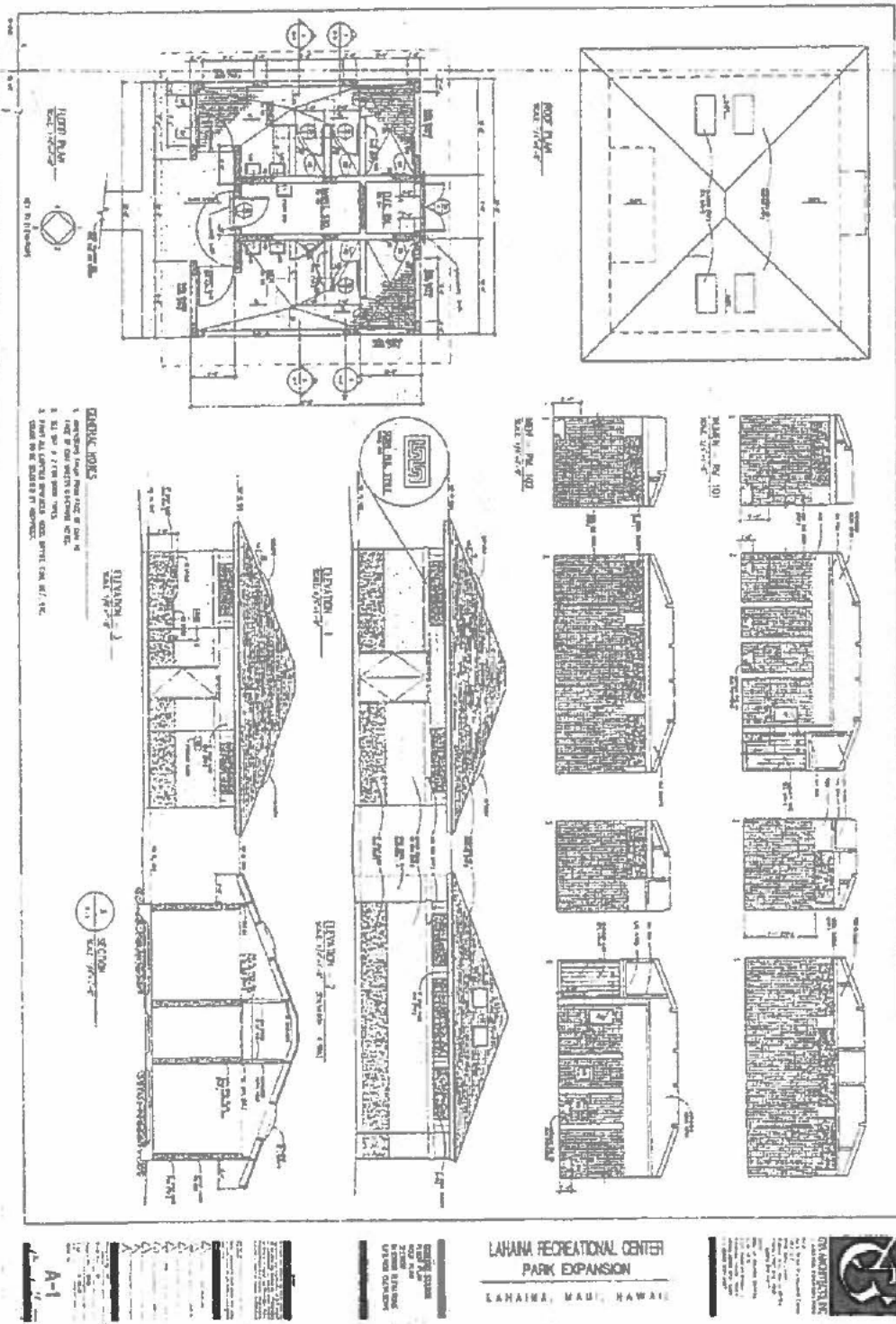


EXHIBIT "4"

Preliminary Title Report for the Park Site

Order Number: 4308161  
Page Number: 1



*First American Title*

**First American Title Company, Inc.**

1177 Kapiolani Boulevard  
Honolulu, HI 96814

February 20, 2013

Customer Reference:

Title Officer: Alton Fujisaki  
Phone: (808)457-3825  
Fax No.: (866)572-0292  
E-Mail: afujisaki@firstam.com  
Order Number: 4308161

Buyer: TO BE DETERMINED  
Owner: Maui Lani 100, LLC, a Hawaii limited liability company  
Property: Lot 11-D-1-A-1-A-1 Maui Lani, (Large-Lot) Subdivision No. 7  
Kahului, Hawaii 96732

**PRELIMINARY REPORT**

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

*First American Title*



Order Number: 4308161

Page Number: 2

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

*First American Title*

Dated as of February 07, 2013 at 8:00 A.M.

The form of Policy of title insurance contemplated by this report is:

TO BE DETERMINED

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

Maul Lani 100, LLC, a Hawaii limited liability company

The estate or interest in the land hereinafter described or referred to covered by this Report is:

Fee simple.

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. Real property tax assessments for the fiscal year 2012-2013:

Tax Map Key No.: (2) 3-8-007-150-0000  
Class No.: 6

First Installment: \$716.10, PAID, (8/20)  
Second Installment: \$716.10, PAYABLE, (2/20)

Note: Possible roll back taxes for real property classified as Class 5 or 6.

2. Title to all mineral and metallic mines reserved to the State of Hawaii.
3. A Grant of Easement for water pipeline and incidental purposes within Easement 16, as more particularly described therein, in favor of the County of Maui, recorded February 28, 1980 as Book 14533 Page 181 of Official Records.
4. The terms and provisions contained in the Elevation Agreement recorded October 6, 1980 as Book 15037 Page 310 of Official Records.
5. The terms and provisions contained in the Certificate recorded June 2, 1983 as Book 17086 Page 382 of Official Records. (Re: Reclassification of approximately 680 acres, more or less, from Agricultural District to Urban District.)

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6. The terms and provisions contained in the Section 14. 04. 010(E) Agreement Relating to Fire Protection recorded December 03, 1987 as Book 21387 Page 752 of Official Records.
7. The terms and provisions contained in the Subdivision Agreement (Large Lots) recorded April 6, 1989 as Book 23036 Page 373 of Official Records.
8. Portion of existing Easement "L" for irrigation pipeline purposes in favor of Alexander & Baldwin, Inc., its lessees, tenants, grantees, successors and assigns, as shown on survey map prepared by Michio M. Okuda, Registered Professional Land Surveyor, dated July 19, 1989, last revised January 16, 1990, and also shown on map entitled Maui Lani (Large-Lot) Subdivision No. 6, prepared by Warren S. Unemori, Registered Professional Land Surveyor No. 1569, dated December 7, 2004, and being disclosed in Limited Warranty Deed and Reservation of Rights and Easements, recorded June 17, 2005 as Regular System Document No. 2005-119880 of Official Records.
9. The terms and provisions contained in the Agreement to Defer Subdivision Requirements, recorded November 7, 1989 as Book 23854 Page 9 of Official Records.
10. The terms and provisions contained in the Subdivision Agreement (Agricultural Use) recorded November 20, 1989 as Book 23899 Page 679 of Official Records.
11. The terms and provisions contained in the Subdivision Agreement (Large Lots) recorded November 20, 1989 as Book 23899 Page 689 of Official Records.
12. The terms and provisions contained in the Unilateral Agreement and Declaration for Conditional Use, recorded December 7, 1989 as Book 23963 Page 712, as supplemented, of Official Records.
13. The terms and provisions contained in the Agreement Relating To Fire Protection recorded September 10, 1990 as Regular System Document No. 90-139708 of Official Records.
14. Terms, provisions, reservations, covenants, conditions and restrictions, but deleting any of the aforementioned indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes or Chapter 515 of the Hawaii Revised Statutes, as contained in the Declaration of Covenants and Restrictions, recorded January 31, 1990 as Regular System Document No. 90-014464, as amended and supplemented, of Official Records.  
  
The subject premises, besides other lands, were annexed to said Declaration by that certain Amendment and Confirmation of Declaration of Covenants and Restrictions, recorded May 20, 1994 as Regular System Document No. 94-085713 of Official Records.
15. The terms and provisions contained in the Subdivision Agreement (Large Lots) recorded April 23, 1991 as Regular System Document No. 91-051286 of Official Records.
16. The terms and provisions contained in the Subdivision Agreement (Large Lots) recorded June 26, 1991 as Regular System Document No. 91-085078 of Official Records.
17. The terms and provisions contained in the Subdivision Agreement (Large Lots) recorded June 26, 1991 as Regular System Document No. 91-085079 of Official Records.

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18. The terms and provisions contained in the Acknowledgment recorded June 26, 1991 as Regular System Document No. 91-085080 of Official Records. (Re: Sewage system capacity.)
  19. The terms and provisions contained in the Deed recorded May 20, 1994 as Regular System Document No. 94-085716 of Official Records.
  20. The terms and provisions contained in the Agreement recorded July 20, 1995 as Regular System Document No. 95-094052 of Official Records.
  21. The terms and provisions contained in the Hold Harmless Agreement recorded July 20, 1995 as Regular System Document No. 95-094053 of Official Records.
  22. The terms and provisions contained in the Subdivision Agreement (Large Lots) recorded July 20, 1995 as Regular System Document No. 95-094143 of Official Records.
  23. The terms and provisions contained in the Deferral of Subdivision Requirements Agreement, recorded July 27, 1995 as Regular System Document No. 95-097157 of Official Records.
  24. The terms and provisions contained in the Reciprocal Easement Agreement, recorded September 8, 1995 as Regular System Document No. 95-116080 of Official Records.
- Declaration to Partially Release the Reciprocal Easement Agreement, recorded February 11, 2005 as Regular System Document No. 2005-028774 of Official Records.

25. Terms, provisions, reservations, covenants, conditions and restrictions, but deleting any of the aforementioned indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes or Chapter 515 of the Hawaii Revised Statutes, as contained in the Maui Lani Declaration of Covenants, Conditions and Restrictions, recorded January 23, 1997 as Regular System Document No. 97-010578, as amended and supplemented, of Official Records.

The foregoing replaces and restates in its entirety that certain Maui Lani Declaration of Covenants, Conditions and Restrictions recorded February 15, 1996 as Regular System Document No. 96-020854 of Official Records.

Lots 11-D-1-A-1-A, 11-D-1-A-1-B, 11-D-1-A-1-C and 11-D-1-A-1-F were annexed to the foregoing Declaration by that certain Supplemental Declaration to the Maui Lani Declaration of Covenants, Conditions and Restrictions, recorded February 11, 2005 as Regular System Document No. 2005-028776 of Official Records.

26. Terms, provisions, reservations, covenants, conditions and restrictions, but deleting any of the aforementioned indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes or Chapter 515 of the Hawaii Revised Statutes, as contained in the Deed recorded June 24, 1997 as Regular System Document No. 97-083250 of Official Records.

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27. The terms and provisions contained in the Supplemental Unilateral Agreement (Regarding Incremental Park Dedication), recorded January 18, 2000 as Regular System Document No. 2000-006771 of Official Records.  
  
Amendment to Supplemental Unilateral Agreement (Regarding New Park Site), recorded August 8, 2006 as Regular System Document No. 2006-145479 of Official Records.
28. The terms and provisions contained in the Hold-Harmless Agreement recorded November 26, 2001 as Regular System Document No. 2001-183756 of Official Records.
29. The terms and provisions contained in the Subdivision Agreement (Large Lot) recorded December 14, 2001 as Regular System Document No. 2001-195819 of Official Records.
30. The terms and provisions contained in the Grants of Easements recorded April 30, 2002 as Regular System Document No. 2002-074305 and 2002-074306, respectively, of Official Records.
31. The terms and provisions contained in the Subdivision Agreement (Large Lots) recorded October 8, 2004 as Regular System Document No. 2004-206774 of Official Records.
32. The terms and provisions contained in the Agreement for Allocation of Future Subdivision Potential, recorded December 10, 2004 as Regular System Document No. 2004-249473 of Official Records.
33. The terms and provisions contained in the Subdivision Agreement (Agricultural Use), recorded December 27, 2004 as Regular System Document No. 2004-260970 of Official Records.
34. The terms and provisions contained in the Unrecorded Sand Excavation Agreement dated December 31, 2004, but effective as of July 1, 2004, made by and between Maui Lani 1000, LLC and Ameron International Corporation dba Ameron Hawaii, as disclosed in instrument recorded June 17, 2005 as Regular System Document No. 2005-119882 of Official Records.
35. Terms, provisions, reservations, covenants, conditions and restrictions, but deleting any of the aforementioned indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes or Chapter 515 of the Hawaii Revised Statutes, as contained in the Limited Warranty Deed and Reservation of Rights and Easements, recorded February 11, 2005 as Regular System Document No. 2005-028777 of Official Records, as corrected by Correction to Limited Warranty Deed and Reservation of Rights and Easements, recorded June 17, 2005 as Regular System Document No. 2005-119880 of Official Records.
36. The terms and provisions contained in the Declaration of Conditions Applicable to an Amendment of District Boundary from Agricultural to Urban, recorded October 17, 2005 as Regular System Document No. 2005-210619 of Official Records.
37. The terms and provisions contained in the Unilateral Agreement and Declaration for Conditional Zoning, recorded February 28, 2006 as Regular System Document No. 2006-039151 of Official Records.

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38. The terms and provisions contained in the Supplemental Unilateral Agreement (Regarding New Park Site and Incremental Park Dedication), recorded August 8, 2006 as Regular System Document No. 2006-145478 of Official Records.
39. A Easement for Incremental Park Dedication (for Maui Lani Phase 7/Increments 2 & 3), granting Park Easement 6, in favor of the County of Maui, recorded December 26, 2006 as Regular System Document No. 2006-236522 of Official Records.
40. A Easement for Incremental Park Dedication (for The Fairways at Maui Lani), granting Park Easement 7, in favor of the County of Maui, recorded December 26, 2006 as Regular System Document No. 2006-236523 of Official Records.
41. A Easement for Incremental Park Dedication (Replacement Park Easement), granting proposed Park Easement 8, in favor of the County of Maui, recorded December 26, 2006 as Regular System Document No. 2006-236524 of Official Records.
42. The terms and provisions contained in the Maui Lani 100 LLC Affordable Housing Agreement, recorded January 5, 2007 as Regular System Document No. 2007-002482 of Official Records.
43. Easement "E-4" and "E-7" for Electrical Purposes, as described in or disclosed by the Utility Easement recorded April 15, 2010 as Regular System Document No. 2010-051355 of Official Records.
44. A Grant of Easement "E-4" and "E-7" for Electrical Purposes, in favor of Maui Electric Company, Limited, a Hawaii corporation, recorded April 15, 2010 as Regular System Document No. 2010-051355 of Official Records.
45. Any and all leases, subleases and/or tenancy agreements, the rights thereunder and encumbrances thereon.
46. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
47. Easements, claims of easement or encumbrances which are not shown by the public records.
48. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.

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**INFORMATIONAL NOTES**

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Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

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**LEGAL DESCRIPTION**

Real property in the County of Maui, State of Hawaii, described as follows:

LOT 11-D-1-A-1-A-1

MAUI LANI (LARGE-LOT) SUBDIVISION NO. 7

LAND SITUATED ON THE NORTHERLY SIDE OF KAMEHAMEHA AVENUE AT WAILUKU, MAUI,  
HAWAII

BEING A PORTION OF GRANT 3343 TO CLAUD SPRECKELS

BEGINNING AT A POINT ON THE WESTERNMOST CORNER OF THIS LOT, THE COORDINATES  
OF SAID POINT OF BEGINNING REFERRED TO GOVERNMENT SURVEY TRIANGULATION  
STATION "LUKE" BEING 5,925.72 FEET SOUTH AND 1,754.76 FEET EAST AND RUNNING BY  
AZIMUTHS MEASURED CLOCKWISE FROM TRUE SOUTH:

1. 196° 37' 655.76 FEET ALONG LOT 11-D-1-A-1-B-1 OF MAUI LANI (LARGE-LOT) SUBDIVISION  
NO. 7, BEING ALSO ALONG THE REMAINDER OF GRANT 3343 TO CLAUD SPRECKELS, TO A  
POINT;
2. THENCE ALONG SAME ON A CURVE TO THE RIGHT WITH THE POINT OF CURVATURE  
AZIMUTH FROM THE RADIAL POINT BEING:  
106° 37', AND THE POINT OF TANGENCY AZIMUTH FROM THE RADIAL POINT BEING:  
133° 17', HAVING A RADIUS OF 500.00 FEET, THE CHORD AZIMUTH AND DISTANCE BEING:  
209° 57' 230.62 FEET TO A POINT;
3. 223° 17' 250.06 FEET ALONG SAME TO A POINT;
4. THENCE ALONG SAME ON A CURVE TO THE LEFT WITH THE POINT OF CURVATURE  
AZIMUTH FROM THE RADIAL POINT BEING:  
313° 17', AND THE POINT OF TANGENCY AZIMUTH FROM THE RADIAL POINT BEING:  
291° 59', HAVING A RADIUS OF 500.00 FEET, THE CHORD AZIMUTH AND DISTANCE BEING:  
212° 38' 184.81 FEET TO A POINT;
5. 201° 59' 28.13 FEET ALONG SAME TO A POINT;
6. THENCE ALONG LOT 11-D-1-A-1-F-1 OF MAUI LANI (LARGE-LOT) SUBDIVISION NO. 7, BEING  
ALSO ALONG THE REMAINDER OF GRANT 3343 TO CLAUD SPRECKELS, ON A CURVE TO THE  
LEFT WITH THE POINT OF CURVATURE AZIMUTH FROM THE RADIAL POINT BEING:  
11° 47' 55", AND THE POINT OF TANGENCY AZIMUTH FROM THE RADIAL POINT BEING:  
351° 00', HAVING A RADIUS OF 1,850.00 FEET, THE CHORD AZIMUTH AND DISTANCE BEING:  
271° 23' 57.5" 667.88 FEET TO A POINT;
7. 261° 00' 171.95 FEET ALONG SAME TO A POINT;
8. THENCE ALONG SAME ON A CURVE TO THE RIGHT WITH THE POINT OF CURVATURE  
AZIMUTH FROM THE RADIAL POINT BEING:

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171° 00', AND THE POINT OF TANGENCY AZIMUTH FROM THE RADIAL POINT BEING:  
204° 30', HAVING A RADIUS OF 850.00 FEET, THE CHORD AZIMUTH AND DISTANCE BEING:  
277° 45' 489.93 FEET TO A POINT;

9. 24° 30' 122.46 FEET ALONG LOT 11-C-3 OF MAUI LANI PARKWAY - ROAD LOT SUBDIVISION  
IV, BEING ALSO ALONG THE REMAINDER OF GRANT 3343 TO CLAUS SPRECKELS TO A POINT;

10. 59° 40' 418.52 FEET ALONG SAME TO A POINT;

11. 152° 00' 101.70 FEET ALONG LOT 11-D-1-A-3-A OF MAUI LANI ELEMENTARY SCHOOL  
SUBDIVISION, BEING ALSO ALONG THE REMAINDER OF GRANT 3343 TO CLAUS SPRECKELS TO  
A POINT;

12. 67° 08' 46" 831.02 FEET ALONG SAME TO A POINT;

13. 337° 08' 46" 716.90 FEET ALONG SAME TO A POINT;

14. 62° 41' 250.63 FEET ALONG LOT 11-D-1-A-2-B OF MAUI LANI (LARGE-LOT) SUBDIVISION  
NO. 5, BEING ALSO ALONG THE REMAINDER OF GRANT 3343 TO CLAUS SPRECKELS, TO A  
POINT;

15. 104° 48' 20" 762.80 FEET ALONG LOT 12-A OF MAUI LANI SUBDIVISION, BEING ALSO  
ALONG THE REMAINDER OF GRANT 3343 TO CLAUS SPRECKELS, TO THE POINT OF BEGINNING  
AND CONTAINING AN AREA OF 26.550 ACRES, MORE OR LESS.

TOGETHER WITH THE FOLLOWING, AS GRANTED BY THAT CERTAIN GRANT OF EASEMENTS,  
RECORDED APRIL 30, 2002 AS REGULAR SYSTEM DOCUMENT NO. 2002-074305 OF OFFICIAL  
RECORDS:

A NON-EXCLUSIVE PERPETUAL EASEMENT FOR ACCESS AND UTILITY PURPOSES TO BE USED  
IN COMMON WITH OTHERS ENTITLED THERETO, OVER, ABOVE, BELOW, IN AND THROUGH  
LOTS 76 AND 77, AS SHOWN ON FILE PLAN NO. 2194; TOGETHER WITH THE RIGHT TO  
GRANT, CONVEY AND CONFIRM EASEMENT RIGHTS, FOR ACCESS AND UTILITY PURPOSES,  
OVER, ABOVE, BELOW, IN AND THROUGH LOT 76 AND/OR LOT 77, TO SUBSEQUENT OWNERS  
AND ANY PORTIONS (SUBDIVIDED OR OTHERWISE) THEREOF.

TOGETHER, ALSO, WITH THE FOLLOWING, AS GRANTED BY THAT CERTAIN GRANT OF  
EASEMENTS, RECORDED APRIL 30, 2002 AS REGULAR SYSTEM DOCUMENT NO. 2002-074306  
OF OFFICIAL RECORDS:

(1) NON-EXCLUSIVE PERPETUAL EASEMENTS FOR ACCESS AND UTILITY PURPOSES, TO BE  
USED IN COMMON WITH OTHERS ENTITLED THERETO, OVER, ABOVE, BELOW, IN AND  
THROUGH EASEMENTS 5 AND 6, SAID EASEMENTS BEING PORTIONS OF LOT 11-C OF MAUI  
LANI (LARGE-LOT) SUBDIVISION; TOGETHER WITH THE RIGHT TO GRANT, CONVEY AND  
CONFIRM EASEMENT RIGHTS, FOR ACCESS AND UTILITY PURPOSES, OVER, ABOVE, BELOW, IN  
AND THROUGH SAID EASEMENTS 5 AND 6, TO SUBSEQUENT OWNERS AND ANY PORTIONS  
(SUBDIVIDED OR OTHERWISE) THEREOF; TOGETHER ALSO, WITH THE RIGHT TO CONSTRUCT,  
RECONSTRUCT, INSTALL, MAINTAIN, OPERATE, REPAIR AND REMOVE FACILITIES AND OTHER  
IMPROVEMENTS WITHIN EASEMENTS 5 AND 6 FOR ROADWAY ACCESS AND UTILITY  
PURPOSES.

(2) NON-EXCLUSIVE PERPETUAL EASEMENTS FOR SEWER PURPOSES, TO BE USED IN COMMON

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WITH OTHERS ENTITLED THERETO, OVER, ABOVE, BELOW, IN AND THROUGH THE SEWER EASEMENT, BEING PORTION OF LOT 11-C OF MAUI LANI (LARGE-LOT) SUBDIVISION; TOGETHER WITH THE RIGHT TO GRANT, CONVEY AND CONFIRM EASEMENT RIGHTS, FOR SEWER PURPOSES, OVER, ABOVE, BELOW, IN AND THROUGH SAID SEWER EASEMENT TO SUBSEQUENT OWNERS AND ANY PORTIONS (SUBDIVIDED OR OTHERWISE) THEREOF; TOGETHER ALSO, WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, INSTALL, MAINTAIN, OPERATE, REPAIR AND REMOVE FACILITIES AND OTHER IMPROVEMENTS WITHIN SAID SEWER EASEMENT FOR SEWER PURPOSES; PROVIDED, HOWEVER, THAT THE OWNER OF 11-C, AND ALL SUBSEQUENT OWNERS OF ALL OR ANY PORTION THEREOF, SHALL BE ENTITLED, AT ITS OR THEIR COST, TO TIE INTO THE SEWER FACILITIES INSTALLED WITHIN THE SEWER EASEMENT.

TOGETHER, ALSO, WITH A NONEXCLUSIVE EASEMENT FOR ACCESS AND UTILITY PURPOSES TO BE USED IN COMMON WITH OTHERS ENTITLED THERETO OVER AND ACROSS LOT 11-D-1-A-1-F (ROADWAY LOT), CONTAINING AN AREA OF 12.964 ACRES, AS SET FORTH AND BEING MORE PARTICULARLY DESCRIBED IN LIMITED WARRANTY DEED AND RESERVATION OF RIGHTS AND EASEMENTS, RECORDED FEBRUARY 11, 2005 AS REGULAR SYSTEM DOCUMENT NO. 2005-028777 OF OFFICIAL RECORDS; PROVIDED, HOWEVER, THAT IF LOT 11-D-1-A-1-F OR ANY PORTION THEREOF, IS CONVEYED OR DEDICATED TO AND ACCEPTED BY THE COUNTY OF MAUI OR OTHER GOVERNMENTAL AUTHORITY FOR USE AS A PUBLIC ROADWAY, SUCH ACCESS AND UTILITY EASEMENT RIGHTS OVER AND ACROSS THOSE PORTIONS OF LOT 11-D-1-A-1-F SO DEDICATED AND ACCEPTED OR CONVEYED SHALL AUTOMATICALLY TERMINATE.

TOGETHER, ALSO, WITH A NONEXCLUSIVE EASEMENT FOR ACCESS AND UTILITY PURPOSES TO BE USED IN COMMON WITH OTHERS ENTITLED THERETO OVER AND ACROSS EASEMENT "18", CONTAINING AN AREA OF 2.099 ACRES, AS SET FORTH IN LIMITED WARRANTY DEED AND RESERVATION OF RIGHTS AND EASEMENTS, RECORDED FEBRUARY 11, 2005 AS REGULAR SYSTEM DOCUMENT NO. 2005-028777 OF OFFICIAL RECORDS, AND BEING MORE PARTICULARLY DESCRIBED IN CORRECTION TO LIMITED WARRANTY DEED AND RESERVATION OF RIGHTS AND EASEMENTS, RECORDED JUNE 17, 2005 AS REGULAR SYSTEM DOCUMENT NO. 2005-119880 OF OFFICIAL RECORDS; PROVIDED, HOWEVER, THAT IF THE LAND UNDERLYING EASEMENT "18", OR ANY PORTION THEREOF, IS CONVEYED OR DEDICATED TO AND ACCEPTED BY THE COUNTY OF MAUI OR OTHER GOVERNMENTAL AUTHORITY FOR USE AS A PUBLIC ROADWAY, SUCH ACCESS AND UTILITY EASEMENT RIGHTS OVER AND ACROSS THOSE PORTIONS OF EASEMENT "18" SO DEDICATED AND ACCEPTED OR CONVEYED SHALL AUTOMATICALLY TERMINATE.

TOGETHER, ALSO, WITH A NONEXCLUSIVE EASEMENT FOR ACCESS AND UTILITY PURPOSES TO BE USED IN COMMON WITH OTHERS ENTITLED THERETO OVER AND ACROSS EASEMENT "20", CONTAINING AN AREA OF 5.612 ACRES, MORE OR LESS, AS SET FORTH IN LIMITED WARRANTY DEED AND RESERVATION OF RIGHTS AND EASEMENTS, RECORDED FEBRUARY 11, 2005 AS REGULAR SYSTEM DOCUMENT NO. 2005-028777 OF OFFICIAL RECORDS, AND BEING MORE PARTICULARLY DESCRIBED IN CORRECTION TO LIMITED WARRANTY DEED AND RESERVATION OF RIGHTS AND EASEMENTS, RECORDED JUNE 17, 2005 AS REGULAR SYSTEM DOCUMENT NO. 2005-119880 OF OFFICIAL RECORDS; PROVIDED, HOWEVER, THAT IF THE LAND UNDERLYING EASEMENT "20", OR ANY PORTION THEREOF, IS CONVEYED OR DEDICATED TO AND ACCEPTED BY THE COUNTY OF MAUI OR OTHER GOVERNMENTAL AUTHORITY FOR USE AS A PUBLIC ROADWAY, SUCH ACCESS AND UTILITY EASEMENT RIGHTS OVER AND ACROSS THOSE PORTIONS OF EASEMENT "20" SO DEDICATED AND ACCEPTED OR CONVEYED SHALL AUTOMATICALLY TERMINATE.

*First American Title*

Order Number: 4306181  
Page Number: 12

BEING A PORTION OF THE PREMISES CONVEYED BY RECIPROCAL QUITCLAIM DEED  
RECORDED FEBRUARY 02, 2009 AS REGULAR SYSTEM DOCUMENT NO. 2009-013557 OF  
OFFICIAL RECORDS.

GRANTOR: MAUI LANI 100, LLC, A HAWAII LIMITED LIABILITY COMPANY, MAUI LANI  
PARTNERS, A HAWAII GENERAL PARTNERSHIP, MAUI LANI VILLAGE CENTER, INC., A HAWAII  
CORPORATION, MAUI LANI PHASE 6, LLC, A HAWAII LIMITED LIABILITY COMPANY AND MAUI  
LANI GOLF INVESTORS, LLC, A HAWAII LIMITED LIABILITY COMPANY  
GRANTEE: MAUI LANI 100, LLC, A HAWAII LIMITED LIABILITY COMPANY

TMK(S): (2) 3-8-007-150-0000

*First American Title*



## High Performance Building Solutions

January 28, 2015

Vernon Kapuaala  
Hawaii Futsal  
1683 Nana #3  
Wailuku, HI 96793

Telephone (808) 442-2937  
Email vernonkapuaala@gmail.com

Dear Mr. Kapuaala,

We are pleased to submit the following quotation for a Sprung Structure to be located at your site in Maui, Hawaii. Sprung is the inventor of the stressed membrane structure which has been patented worldwide. With over 128 years of experience, Sprung offers an innovative, cost effective building alternative which dramatically accelerates construction time lines while providing complete flexibility for the future.

**STRUCTURE  
DESCRIPTION:**

SIGNATURE SERIES 160 feet wide by 233.3 feet long, measured by maximum width by maximum length including the following accessories:

- 1 - 8'w x 8'h Rolling Service Door c/w Electric Motor
- 1 - Complimentary Graphic Logo (1Color) at Entrance
- 1 - Door Frame for Rolling Service Door Flat End Configuration
- 1 - Sprung Shield
- 2 - Bay of Cable Bracing - 160'
- 2 - Engineered Flat End - 160' - Tedlar or Kynar c/w cable bracing as required
- 4 - Double Personnel Door(s) c/w Hood, High Traffic Panic & Closers (6'0"X7'0")
- 4 - LED Hood Light(s) 120-277, 50 or 60 Hz c/w Bracket and Photo Cell
- 10 - Penetration Kit(s) for non-insulated structures (Medium) 3" to 6"
- 12 - 8'h x 9'4"w support frames for Glazing Wall by others
- 12 - Electric Exhaust Fan 4200 CFM, Whisper Quiet - Direct Drive (110 Volt/60 Hz)
- 17 - Louvred Opening 46" X 18" c/w Electrically Operated Damper & Bird Screen
- 272 - Interior Suspension Eye Nut(s) Maximum Load 75 LBS
  - 9.33 Center Bay Spacing
  - Engineered Stamped Drawings
  - Perimeter Flat Bar
  - Tedlar or Kynar opaque membrane with Daylight Panels

**PLEASE NOTE:**

It is the responsibility of your contractor to connect any and all electrical for any options requiring power. Electrical specifications can be provided

The number of electric exhaust fans and/or turbo vents as shown above may be adequate for your needs, however, we recommend that a HVAC professional be consulted.

Exhibit "I"



Rolling Service Doors : Although the Sprung Structure above can normally be delivered from inventory, the Rolling Service doors you have selected generally have a lead time of up to 4 - 6 weeks and will likely arrive and be installed by a local supplier after our consultant has left the site. You will be required to supply a forklift to lift the door. Electrical Hookup, if applicable, is not included.

For remote sites, not easily accessible from a major centre, the Sprung Technical Consultant will supervise the installation of the Rolling Service Door(s). In these cases, two workmen will be required for approx. two 8 hour working days per door and you will be required to supply the forklift and welding machine for the installation.

**ARCHITECTURAL  
MEMBRANE:**

Tedlar® or Kynar coated opaque membrane, available in a wide range of colors, please contact local Sprung sales office.

**AVAILABILITY:**

Normally from inventory.

**INTERIOR  
HANGING  
DETAILS:**

Sprung Instant Structures offers a large selection of brackets and hangers which can be utilized for the hanging of lighting, HVAC and any other items that may need to be suspended from the interior of the structure. The type and size in each case will depend on weight and proposed position. Please contact your Sprung representative for diagrams and further details.

**ERECTION:**

We will supply two Technical Consultants on site to provide information about structure assembly and erection and will supply hand tools for your use, at no charge. The Technical Consultant is not authorized to perform any other services. Customer is responsible for supervision of and safety compliance in structure location, assembly and erection.

Recommended equipment and manpower:

- a) Manlifts and scissorlifts
- b) Appropriate fall protection (body harness and life line).
- c) Electrical power to site.
- d) Estimated 28 workmen for approximately 24, 8 hours working days, approximately half of which should be manlift qualified.
- e) A supervisor with construction experience.

Note: Above time estimation does not include an allowance for the Rolling Service doors which will be delivered and installed by closest regional installer.

**CRANE:**

We request that you supply a crane with operator and rigger to assist in raising the free span aluminum beams during the erection sequence. It will be needed for approximately 31 hours.

**HAND TOOLS:**

Although specialized hand tools are supplied for your use at no charge, you are responsible for the tools while they are at your site and until picked up by Sprung following completion of the erection of the structure.

**ANCHORAGE:**

Concrete Footing. Base reactions will be provided when required.

**DISMANTLING:**

Leased structures will require our Technical Consultant for dismantling. The same terms as outlined above under the heading "Erection" and "Technical Consultant" will apply. It will be your responsibility to return the structure and tools, prepaid, to the depot in Salt Lake City, Utah.

<b>LEASE PRICING</b>	
<b>LEASE PRICES are F.O.B. Salt Lake City, Utah, USA, sales and/or use taxes extra.</b>	
<b>24 MONTH FIRM LEASE FOR STRUCTURE PAYABLE MONTHLY IN ADVANCE:</b>	<b>\$57,255.00 / month</b>
<b>60 MONTH FIRM LEASE FOR STRUCTURE PAYABLE MONTHLY IN ADVANCE:</b>	<b>\$35,956.00 / month</b>
<b>TERMS, O.A.C:</b> Payable monthly in advance.	
<b>PURCHASE OPTION:</b> The Lessee has the option to purchase the structure as follows:	
If all lease payments have been made on time during the first three months of the lease period, 100% of these payments will be credited towards the purchase price, <u>or</u> alternatively	
For the 24 Month Lease Option: If all lease payments have been made on time during the first twenty four months of the lease period, 70% of all twenty-four payments will be credited towards the purchase price, <u>or</u> alternatively <u>or</u> alternatively	
For the 60 Month Lease Option: If all lease payments have been made on time during the first 60 months the lease period, 45% of all sixty months payments will be credited towards the purchase price	
<b>Note:</b> Any purchase option can be exercised by presentation of Lessies check for the full purchase price, less the applicable credit, prior to the expiry of the applicable lease period.	

<b>PURCHASE PRICE</b>	
<b>STRUCTURE AND ACCESSORIES AS ABOVE: F.O.B. Salt Lake City, Utah, USA, sales and/or use taxes extra.</b>	<b>\$1,925,974.00</b>
<b>TERMS, O.A.C:</b> 50% with order, balance upon delivery of the structure.	

<b>ADDITIONAL CHARGES</b>	
<b>TECHNICAL CONSULTANTS:</b> Although the Technical Consultants are supplied, their travel, accommodation and meals will be charged to you at a fixed cost of	<b>\$26,860.00</b>
<b>DELIVERY:</b> At your request we can arrange, on your behalf, for delivery of this structure by commercial carrier to your site in Maui, Hawaii. Customer is responsible to receive and unload freight in a timely manner.	<b>\$100,000.00</b>

**PERMITS,  
LICENSES AND  
TAXES:**

It will be your responsibility to obtain all permits, licenses and pay all applicable taxes. This structure is designed to meet 100 mph, Exposure C, 3 second gust as defined in ASCE-7-2005 and IBC-2009.

**GUARANTEE:**

To demonstrate our confidence in the quality and longevity of the Sprung Structure, our product comes with a 30 year pro-rata guarantee on the aluminum substructure and, depending on your architectural membrane selection, a 12, 15 or 20 year pro-rata guarantee all in accordance with the attached Guarantee Certificate.

**NOTE:**

This quotation is valid for 60 days.

Thank you for the opportunity to submit this quotation and we look forward to being of service to you in the future.

Yours very truly,  
Terry Formentera  
Business Development Manager  
SPRUNG INSTANT STRUCTURES, INC.  
TF/ap  
Quote #1531



## **Sprung Instant Structures**

**This Guarantee is presented to:**

### **HAWAII SOCCER FEDERATION**

The architectural membrane and aluminum materials utilized in Sprung Structures have been selected for their proven strength, durability and longevity. To show our sincere confidence in our product, Sprung Instant Structures is pleased to issue the following guarantees.

#### **ARCHITECTURAL MEMBRANE WITH TEDLAR PVF FILM or KYNAR COATING**

All membranes used are water and mildew resistant, insect proof and flame retardant. These membranes withstand extreme climatic variations and contain ultra-violet inhibitors to reduce degradation by the sun's rays. Flame retardant status has been warranted by the membrane suppliers.

Sprung Instant Structures guarantees to supply new replacement membrane, on a pro-rata basis at the then current price, for all colors of Tedlar or Kynar coated membrane which deteriorate from any of the aforementioned factors within TWENTY (20) YEARS from the date of delivery of the structure(s).

#### **EXTRUDED ALUMINUM SUBSTRUCTURE AND COMPONENTS**

Aluminum used is professionally engineered and is of the highest quality and structural capability. Sprung Instant Structures guarantees to replace, on a pro-rata basis at the then current price, any aluminum which deteriorates from normal usage within THIRTY (30) years from the date of delivery of the structure(s).

The guarantee will not be valid if a Sprung technical consultant is not present during all erections and dismantling's of the structure during the guarantee period or if any payments associated with the structure(s) are not made on time.

January 28, 2015

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PHIL SPRUNG - PRESIDENT

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**MAUI LANI REGIONAL PARK GYMNASIUM  
Planning/Permitting/Construction Timeline**

Fiscal Year-Quarter	FY16-Q1						FY16-Q2						FY16-Q3						FY16-Q4					
	Jul		Aug		Sep		Oct		Nov		Dec		Jan		Feb		Mar		Apr		May		Jun	
	2	4	6	8	10	12	14	16	18	20	22	24	26	28	30	32	34	36	38	40	42	44	46	48
Sprung Design	█	█																						
Site Design			█	█																				
Height Variance*					█	█	█	█	█	█	█	█	█	█	█	█								
Park Assessment Agrmnt*					█	█	█	█	█	█	█	█	█	█	█	█								
Building Permits*					█	█	█	█	█	█	█	█	█	█	█	█								
Manufacturing		█	█	█																				
Shipping					█	█																		
Site Preparation						█	█	█																
Construction																	█	█	█	█				
Interior Fitout																				█	█	█		

\*Timeframe may be shortened by the efforts of the permit/planning consultant.

Exhibit "j"





High Performance Building Solutions  
Tensioned Membrane Structures Available Immediately From Inventory

# SPORTS & RECREATION

[www.sprung.com/sports](http://www.sprung.com/sports)

Customers worldwide have discovered the Sprung Advantage

Sprung  
Instant  
Structures  
[info@sprung.com](mailto:info@sprung.com)

SPORTS: 2+

Exhibit "K"

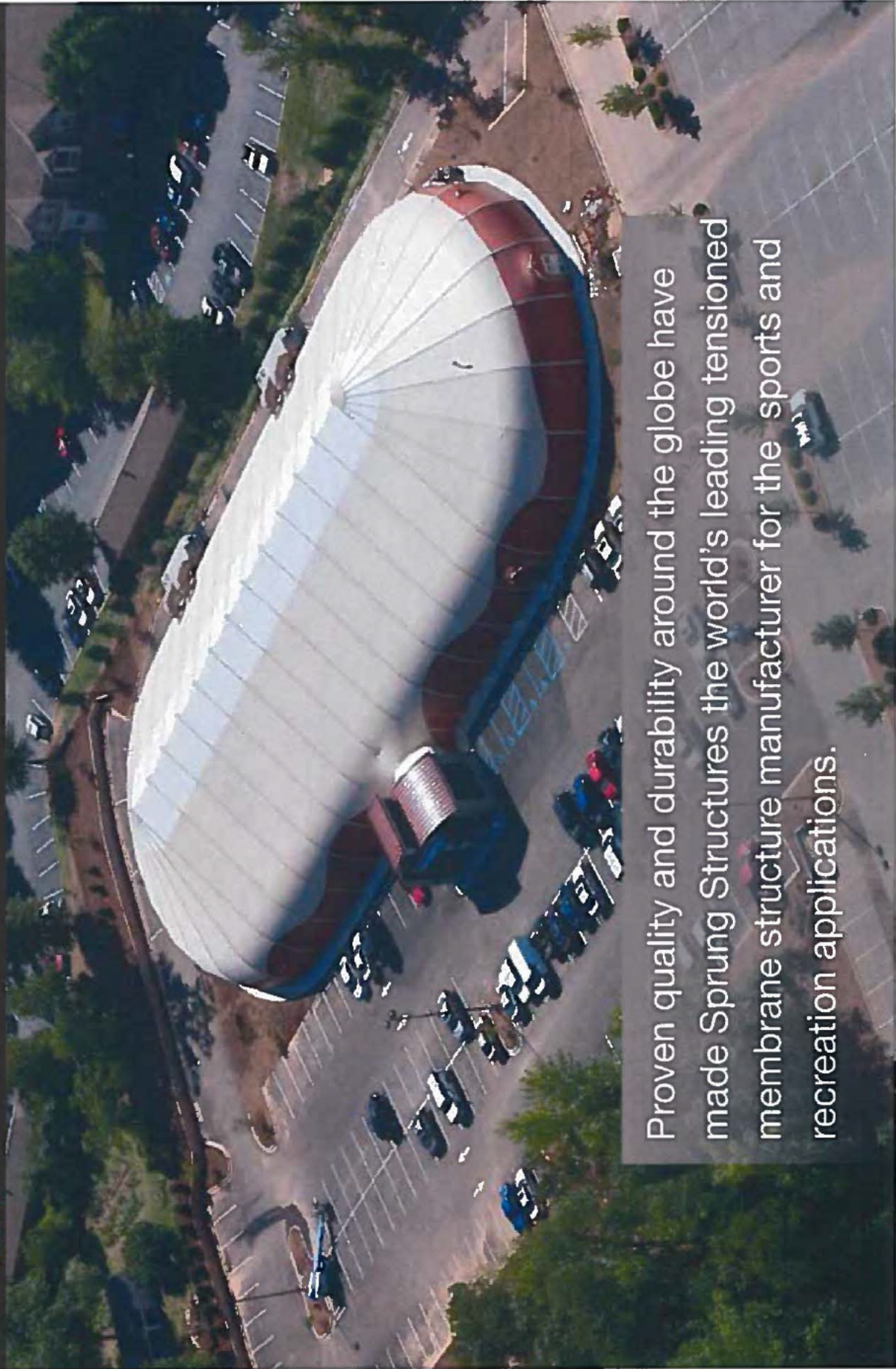




## High Performance Building Solutions

Tensioned Membrane Structures Available Immediately From Inventory

48,000 sq. ft. Community Outreach Facility



Proven quality and durability around the globe have made Sprung Structures the world's leading tensioned membrane structure manufacturer for the sports and recreation applications.





# High Performance Building Solutions

Tensioned Membrane Structures Available Immediately From Inventory

## ABOUT THE SPRUNG COMPANY

- In business since 1887 directed by four generations of the Sprung family.
- Inventor of the tensioned membrane structure.
- Innovative structure system is continuously evolving through ongoing research and development programs.
- Over 2,000,000 square feet of inventory available for immediate delivery.
- State of the art ISO manufacturing facilities.
- Proven technology with over 12,000 structures erected in 90 countries worldwide.
- Unmatched worldwide reputation in the sports and recreation industry.



Philip Dortland Sprung

Founded the Sprung Group of Companies in 1887



Donald Allen Sprung



Philip Davis Sprung



Philip Donald Sprung



Timothy Elmer Sprung



CANADA



UNITED STATES



BAHRAIN





## High Performance Building Solutions

Tensioned Membrane Structures Available Immediately From Inventory

### Aluminum Substructure



## Our Aluminum Substructure Outperforms Steel

While conventional construction is still relying on steel as its substructure material, your Sprung structure offers greater versatility and performance with an extruded aluminum substructure that arrives on site prefabricated and ready to assemble.

### Aluminum is...

- **Rustproof**  
Unlike steel and wood, aluminum performs extremely well in humid environmental conditions.
- **Lightweight**  
Aluminum is about 1/3 the weight of steel.
- **Strong**  
Aluminum meets or exceeds building codes.
- **Versatile**  
The substructure can be extruded into virtually any shape. Connections are butted, not welded.
- **Easy-to-Ship**  
The ratio of strength-to-weight equals more value for less weight.
- **Long-lasting**  
With an indefinite life expectancy, aluminum actually gets stronger with age.
- **Environmentally Friendly**  
Aluminum is 100% recyclable, with no loss of quality.





## High Performance Building Solutions

Tensioned Membrane Structures Available Immediately From Inventory

Performance Architectural Membrane

### Acrylic Architectural Membrane

- Blackout design prevents solar gain and manages climate control
- Weighs approximately 18 oz. per square yard
- High strength, rip-stop
- Exceptional fire-retardant capability
- 12-year pro-rata guarantee
- Opaque for maximum longevity and energy efficiency
- Available in white, grey or tan
- Rain Kleen® finish prolongs life of the fabric and is easy to clean

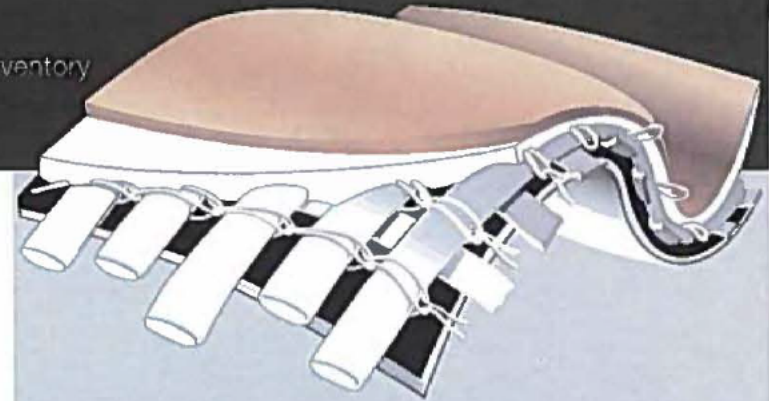
### LTA

Low Temperature Arctic Membrane

Designed for extreme cold weather installations

(below -5°C, or 23°F)

- Blackout design prevents solar gain and manages climate control
- Weighs approximately 25 oz. per square yard
- Specialized low-temperature cold crack characteristics to -60°F
- High strength, rip-stop
- Exceptional fire-retardant capability
- Available in white or tan
- 15-year pro-rata guarantee



## Kynar® and Tedlar®

Designed for permanent or long-term applications

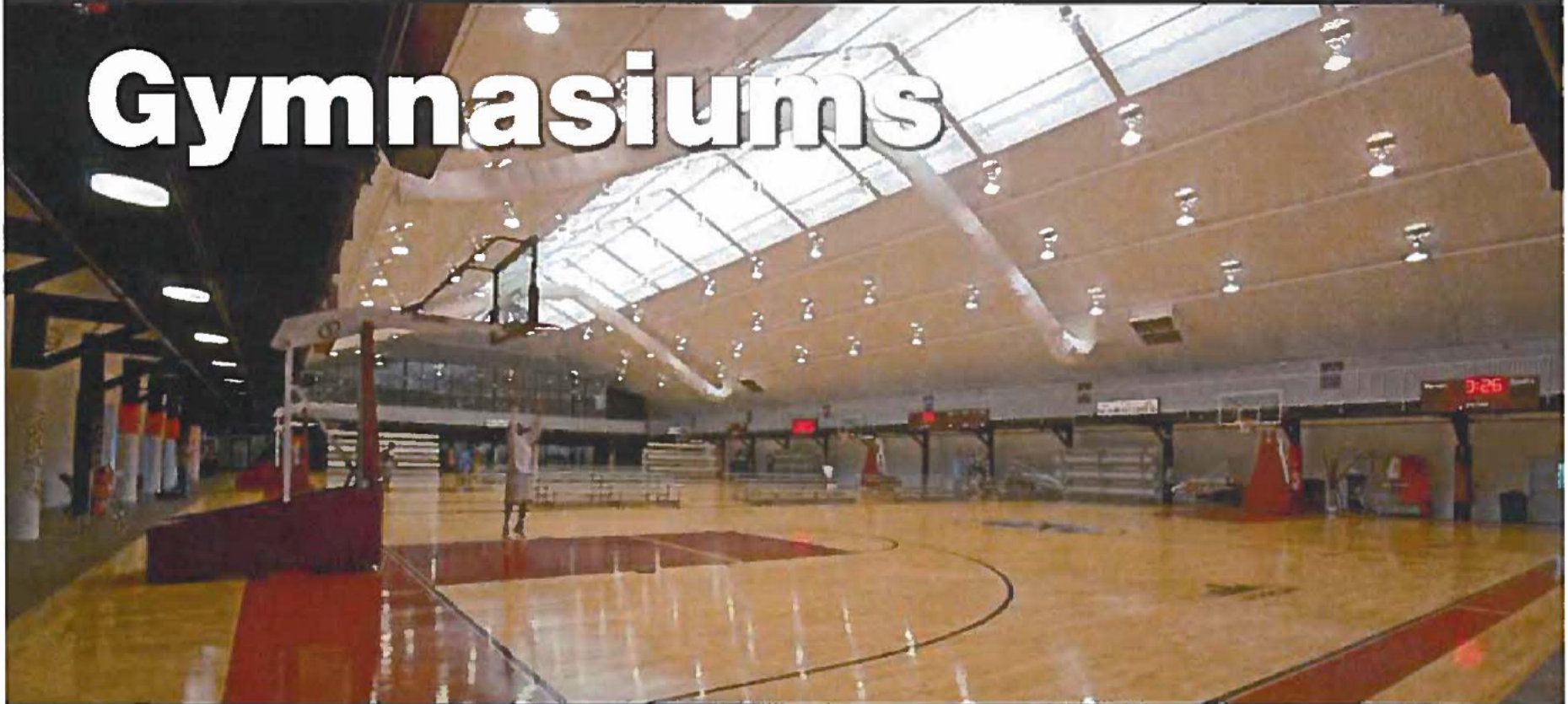
- Simply the longest-lasting fabric of its type in the world
- Blackout design prevents solar gain and manages climate control
- Weighs approximately 24 oz. per square yard
- Guards against UV and airborne contaminants
- Dramatically extends membrane life
- High strength, rip-stop design
- Exceptional fire-retardant capability
- Available in large selection of colors (custom colors available)
- 20-year pro-rata guarantee





High Performance Building Solutions  
Tensioned Membrane Structures Available Immediately From Inventory

# Gymnasiums







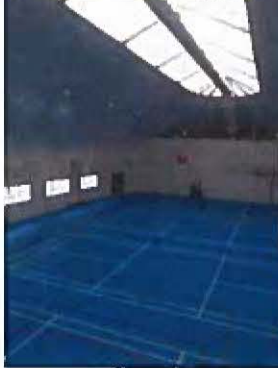
High Performance Building Solutions  
Tensioned Membrane Structures Available Immediately From Inventory







High Performance Building Solutions  
Tensioned Membrane Structures Available Immediately From Inventory







High Performance Building Solutions  
Tensioned Membrane Structures Available Immediately From Inventory

# Training Facilities







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Tensioned Membrane Structures Available Immediately From Inventory







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Tensioned Membrane Structures Available Immediately From Inventory

# Ice Arenas

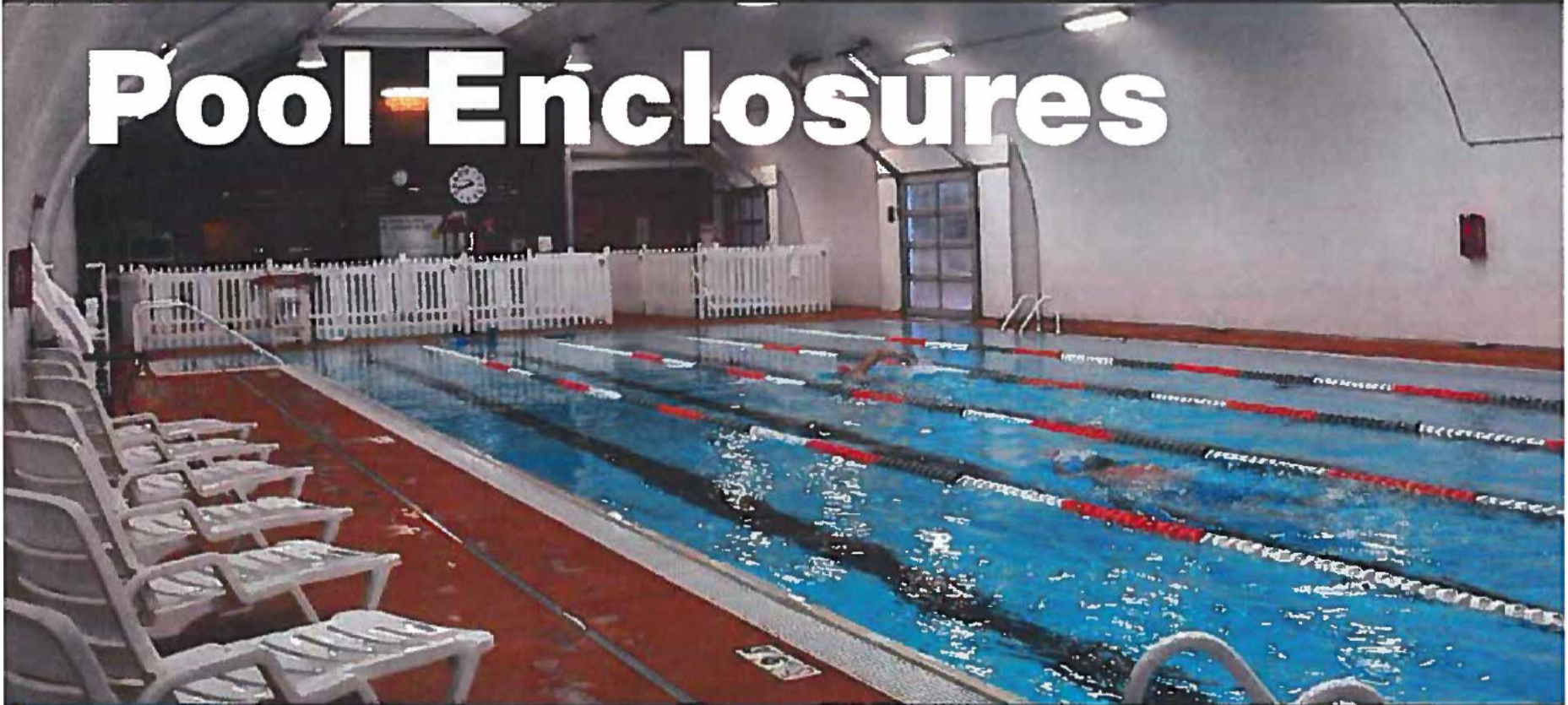






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Tensioned Membrane Structures Available Immediately From Inventory

# Pool Enclosures







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Tensioned Membrane Structures Available Immediately From Inventory







High Performance Building Solutions

Tensioned Membrane Structures Available Immediately From Inventory

Club Houses | Pro Shops | Golf Cart Storage | Banquet Facilities | Dining

# Golf







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Rental Shops | On Hill Demo Centers | Food Services | Ticketing | Day Lodges

# Ski Resorts







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Tensioned Membrane Structures Available Immediately From Inventory

# Food Services







# High Performance Building Solutions

Tensioned Membrane Structures Available Immediately From Inventory

Complementary Graphic Logo







## High Performance Building Solutions

Tensioned Membrane Structures Available Immediately From Inventory



### Superior Engineering

Rust proof aluminum substructure and patented membrane tensioning system provide a reliable building solution even in the harshest environmental conditions.



### Speed of Construction

Over 2,000,000 square feet of inventory available for immediate delivery, a Sprung structure can be erected at a rate of up to 2000 sq ft per day.



### Short Term Leasing

Our in house leasing provides a cost effective solution for short temporary applications.



### Relocatable Design

Ideal for multi use applications



### Lower Overall Costs

Sprung structures are engineered to accelerate construction, lower project costs and reduce operating expenses.

### Limited Foundations

Foundations not required on structures up to 160' wide. Saves time and money.

### Energy efficient Insulation

Optional R30 insulation package provides optimum climate control.

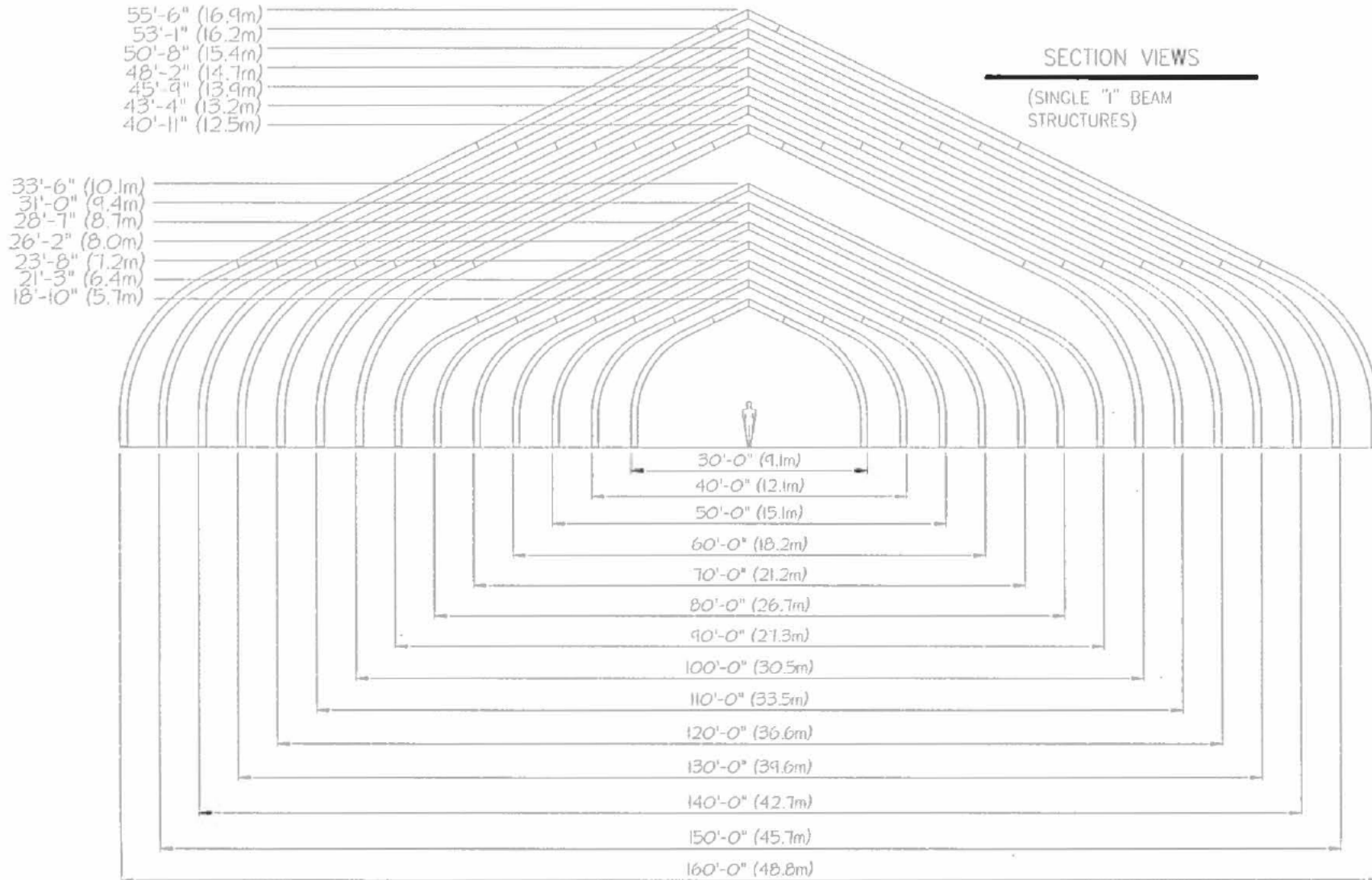




# High Performance Building Solutions

Tensioned Membrane Structures Available Immediately From Inventory

30' to 160' wide by any length





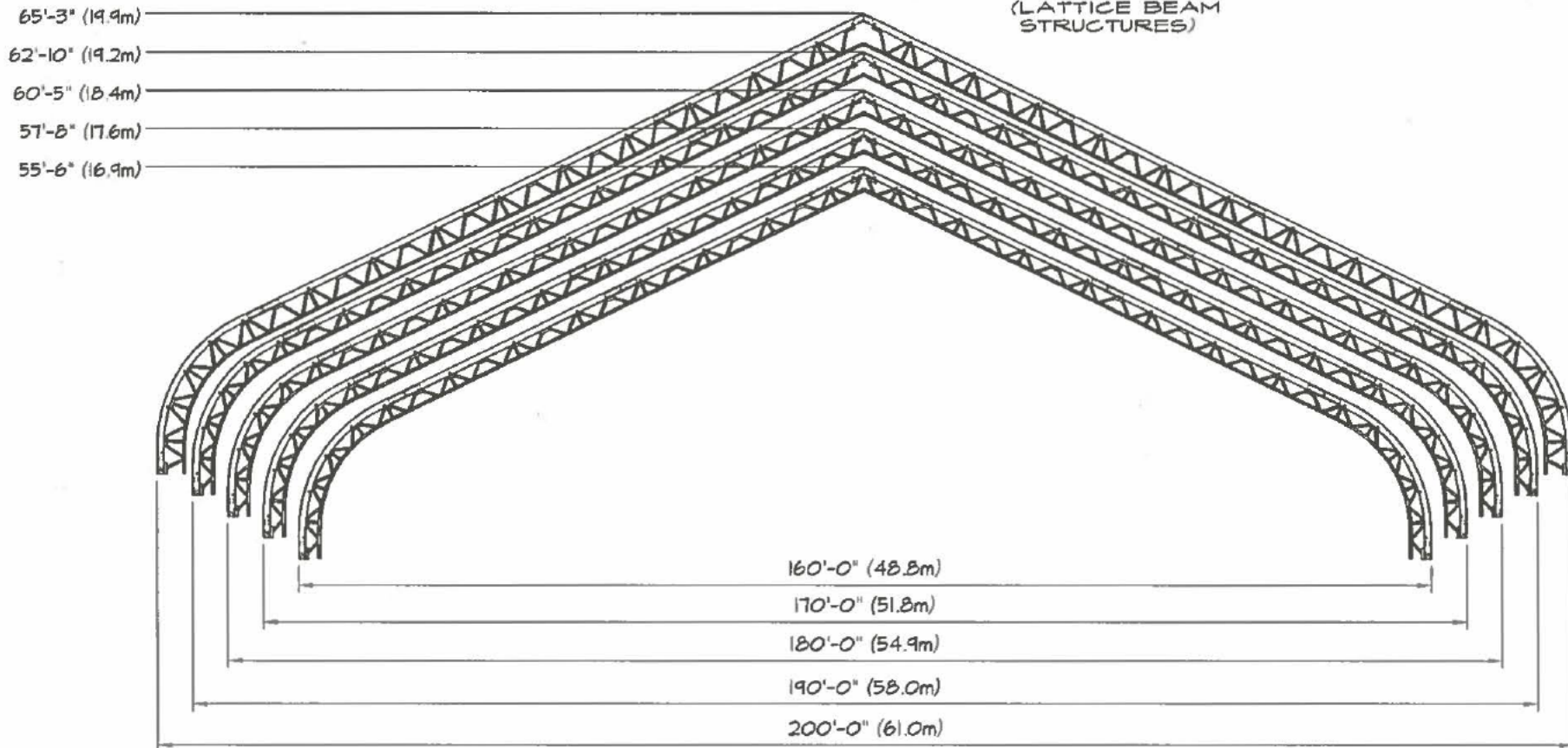
## High Performance Building Solutions

Tensioned Membrane Structures Available Immediately From Inventory

160' to 200' wide by any length

### SECTION VIEWS

(LATTICE BEAM STRUCTURES)







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NORTH AMERICA  
1.800.528.9899



#### ALUMINUM SUBSTRUCTURE

- Our extruded aluminum substructure has an indefinite life expectancy, is lightweight, strong and maintenance-free.
- Guaranteed on a pro-rata basis for 30 years.
- Unlike steel and wood, aluminum performs extremely well in humid environments and is rustproof.
- Aluminum is easier to construct and more cost effective to ship at 1/3 the weight of steel.
- Aluminum can be configured to almost any shape.

#### PERFORMANCE ARCHITECTURAL MEMBRANE

- Simply the longest-lasting fabric of its type in the world.
- Blackout layer prevents solar gain and extends life.
- Exceptional fire-retardant capability.
- Optional daylight panels for the introduction of natural light.
- Premium Tedlar/Kynar or Standard Acrylic membranes chosen will depend on lifespan of the project.
- Guarantees from 12 years to 20 years with life expectancy 15 and 25 years respectively.
- A variety of colors and custom color matching programs are available in premium membrane.





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1.800.528.9899

### THE ERECTION SEQUENCE

The Sprung Structure arrives at your site in a “knocked down” format (unassembled). Our Technical Consultant will be scheduled to arrive at the beginning of construction and remain until completion to provide information about the structure assembly and erection. A set of specialized hand tools are supplied by Sprung for the erection process.







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1.800.528.9899

### PERSONNEL DOORS, CANOPIES, VESTIBULES & CORRIDORS

Safety being of the utmost concern; Personnel doors are mounted in protective hoods to divert snow and rain water away from the entrances.

Personnel Door Substructure



Double Personnel Door w/Glass



Triple Glass Door



Canopies provide added protection from shedding rainwater or snow.

Door Canopy



Door Canopy



Door Canopy



Vestibules are ideal for enhancing the entrance and maintaining consistency in climate control

Vestibule



Vestibule



Vestibule



Connecting corridors provide enclosed space when connecting two structures

Connecting Corridor



Connecting Corridor



Connecting Corridor





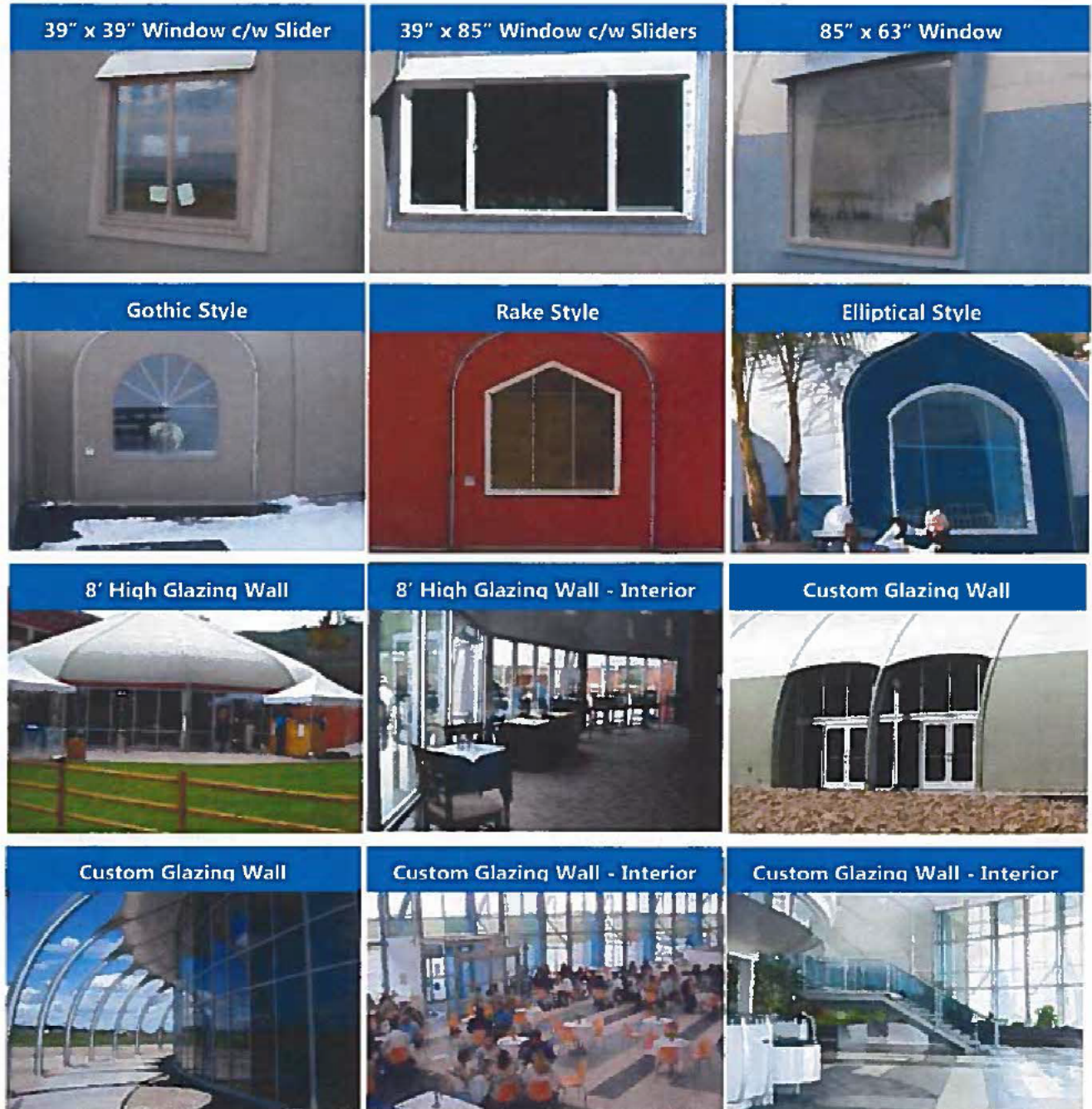


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## WINDOWS AND GLAZING WALLS

Distinctive tempered safety glass windows and glazing walls are available in a variety of styles and configurations. Options include energy efficient thermal-pane, argon-filled glass.





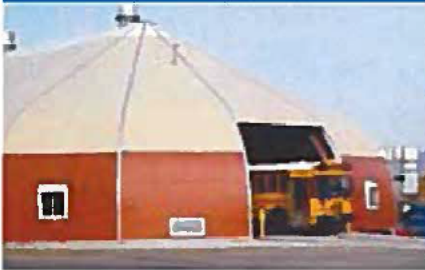


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## CARGO DOORS

End Sliding Cargo Door



Side Sliding Cargo Door



Flat End Sliding Cargo Door



Rolling Service Door



Seasonal Opening Door



Seasonal Opening Door



Double Panel Rolling Door



Triple Panel Rolling Door



Quadruple Panel Rolling Door



Hydraulic Hangar Door



Vertical Lift Hangar Door



Telescoping Hangar Door



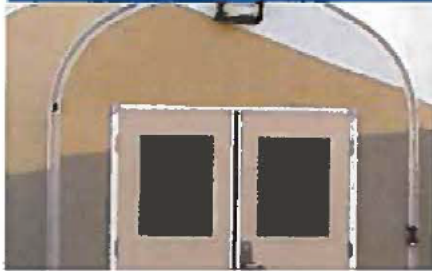


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## ACCESSORIES

Hood Light Over Door



Green Energy Induction 250W



Metal Halide 400W



Wind Driven Hurricane Vent



Electric Exhaust Fan



Penetration Kit



Framed Opening



Louvered Opening



Air Pressure Release Vent



DuctSox Fabric Ducts - By Others



DuctSox Fabric Ducts - By Others



Exterior HVAC





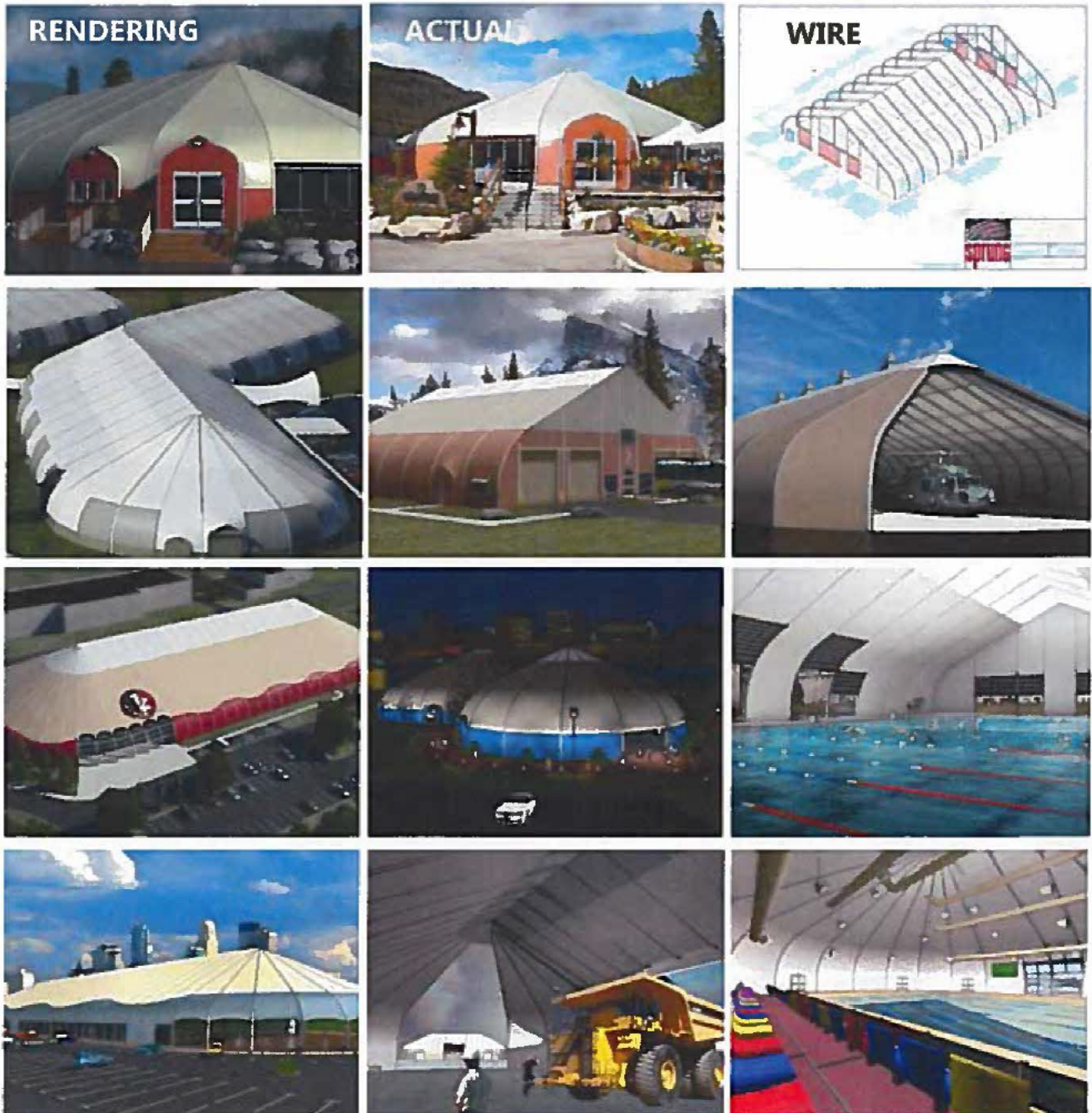


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## RENDERINGS

Sprung can provide a photorealistic rendering or wire frame of your proposed structure to assist in generating a real life representation or 3D representation of the proposed facility.







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1.800.528.9899

## SPRUNGSHIELD

Lightweight rolled aluminum forms to the natural contour of the structure to provide a seamless transition from fabric to protective shield. SprungShield provides enhanced protection where vandalism is of greater concern. Available in a variety of colors to the height of 8' around the perimeter and available on the interior and exterior.







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1.800.528.9899

### GRAPHICS & CORPORATE LOGOS

Custom graphics and creative wainscots are an ideal way to brand your structure with corporate colors and patterns. With our Kynar matching program Sprung can offer virtually any color.





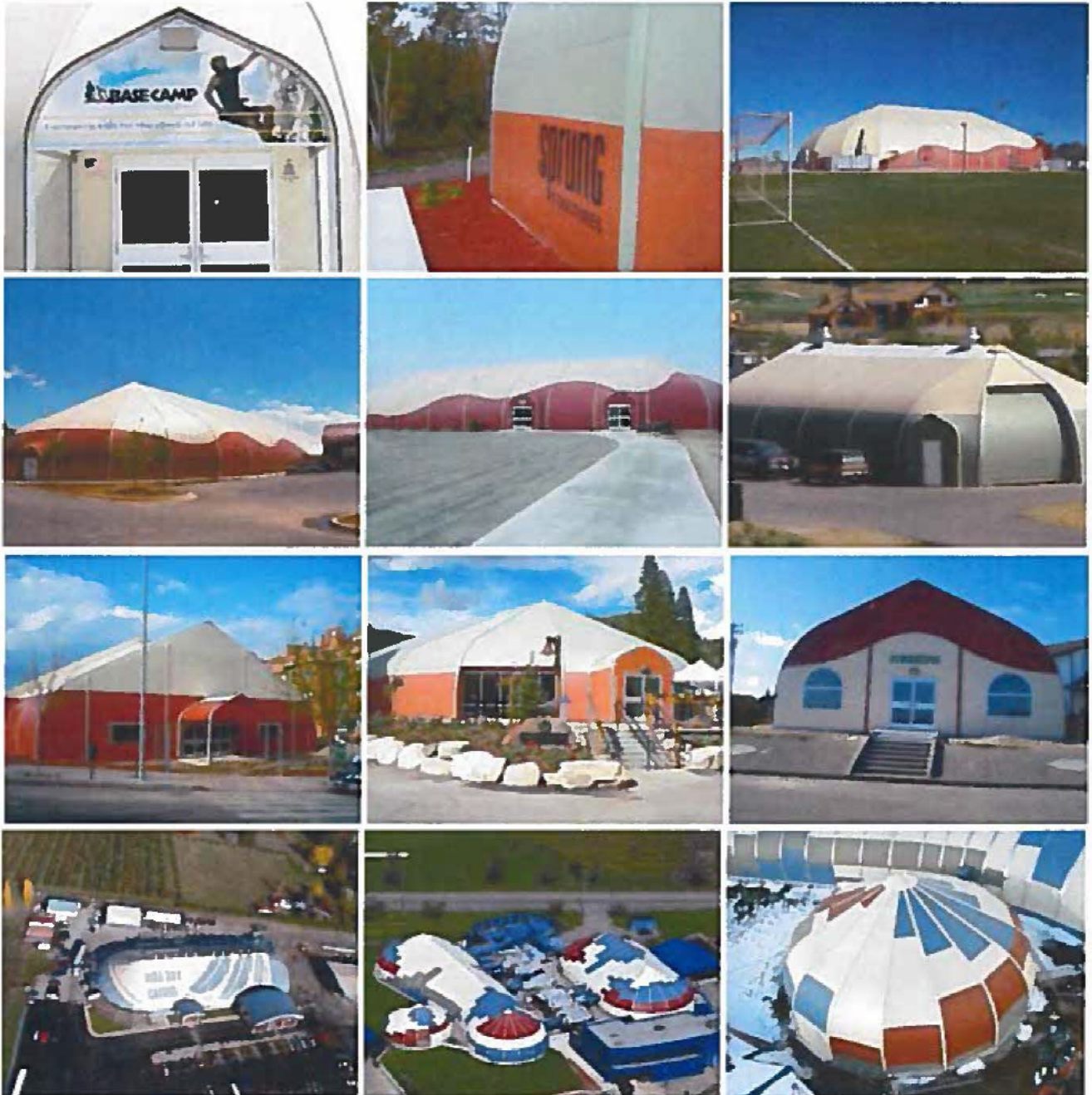


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1.800.528.9899

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Custom graphics and creative wainscots are an ideal way to brand your structure with corporate colors and patterns. With our Kynar matching program Sprung can offer virtually any color.





# DMBS

## ENERGY COMPARISON STUDY

### 12,900 ft<sup>2</sup> SPORTS AND LEISURE BUILDING

#### Sprung Structure Versus Traditional Method



November 2011

OFFICIAL ISSUE

DMBS Design Ltd  
United Kingdom  
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CIBSE

Exhibit "L"

## AMENDMENT SHEET

Revision	Description	Date	Author
-	Official Issue	Nov 2011	D. Maude

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## 1 Executive summary

We have been instructed to carry out a comparison study between two different construction methods, to simulate the likely differences in energy usage and overall building performance based on a 12,900ft<sup>2</sup> gross internal floor area Sports and Leisure Facility. The two construction methods are based on the following:

- *Traditional Construction*  
(Steel frame, brick/block walls, lightweight high level walls/roof – 6.0 Air Permeability)
- *Sprung Construction*  
(Aluminium frame, fabric tension membrane – 2.5 Air Permeability)

### Summary Table

The results highlighted in **RED** indicate which construction method has the highest energy performance and/or rating from that particular area of study.

	SPRUNG Structure	TRADITIONAL Structure
Energy Performance Rating*	<b>A Rating</b>	B Rating
Building Carbon Emission Rate (BER)*	<b>62.2 kgCO2/m<sup>2</sup></b>	65.6 kgCO2/m <sup>2</sup>
BREEAM 2008 Credit Ene1 Scoring*	<b>10 Credits</b>	9 Credits
Predicted Energy Consumption/annum**	<b>Gas-70,200 kWh Elec-56,842 kWh</b>	Gas-178,416 kWh Elec-70,810 kWh
Predicted Carbon Emission***	<b>Gas-10,810 kgCO2 Elec-30,978 kgCO2</b>	Gas-27,476 kgCO2 Elec-38,591 kWh
Predicted Energy Costs/annum** (inc. CRC Charge)	<b>Gas- \$6,008 Elec- \$12,174</b>	Gas- \$15,811 Elec- \$15,494
POTENTIAL Saving on Energy Consumption/annum**	<b>- 42% LESS Per Annum</b>	-----
POTENTIAL Financial saving over 20 Years****	<b>- \$ 316,220 SAVING</b>	-----

\* The indicated scoring, rating, usage results, is to be used as a guide, for the purpose of this study only

\*\*The figures are based on the gas/electricity consumptions for the use of heating and lighting only, and do not include consumption for hot water generation, catering, small power etc (constants whichever building type). Final bottom line consumption costs/figures to be used as a comparable on the building types only, as part of this report, and NOT as the likely consumption figure for an 'as built' building, as too many variables (energy costs, usage etc)

\*\*\* Building Regulations 2010 Conversion Factors 0.154 kgCO2/kWhr (Gas) and 0.545 kgCO2/kWhr (Electricity)

\*\*\*\* Inclusive of above average inflation rates on natural gas over a 20 year period given the demise of fossil fuel stocks. GUIDE ONLY

### Energy Performance Summary

- Sprung Structure



The Sprung Instant Structure would achieve an **'A' RATING** Energy Performance.

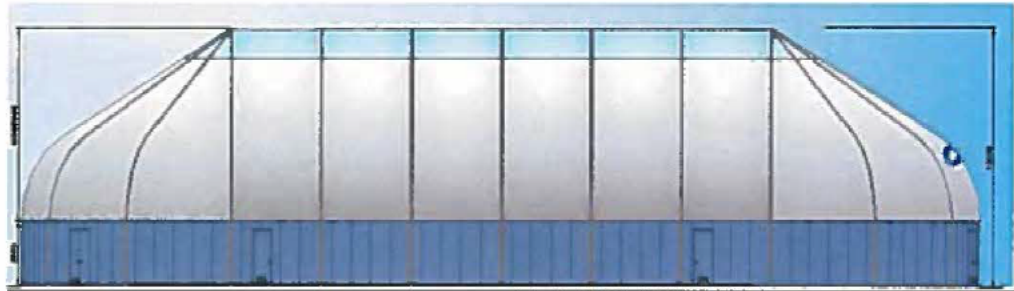


### 2.1 Background

We have been instructed to carry out a comparison study between two different construction methods, to simulate the likely differences in energy usage and overall building performance.

The two different methods of construction have been based on a traditional build construction consisting of a steel frame, lightweight roof and a mixture of brick/block and lightweight wall structure. The comparison is against a modern method of construction (MMC) being a Sprung Instant Structure consisting of a 'rapid build' fabric tension membrane and aluminium frame.

The assessment has been carried out using the United Kingdom industry standard software Bentley Hevacomp V8i using the current '*interface Simplified Building Energy Model*' (iSBEM) v4.1.c.



Elevation of typical Sprung Sports Structure



3D Image of typical Traditional Sports Structure

## 2.2 Methodology

The methodology of the report shall be based on a 12,900 ft<sup>2</sup> Sports and Leisure educational facility located in the Thames Valley area of the United Kingdom.

The main factors assessed are the following;

- Energy Performance  
Likely differences in 'Her Majesty's Government Building Regulations 'L2A Conservation of Fuel and Power' Approved Document edition 2010 for Energy Performance
- BREEAM  
Likely differences in the 'Building Research Establishment's Environmental Assessment Method' 2008 Education (BREEAM 2008) for Energy Scoring Credit *Ene1*
- Annual Energy Consumption  
Likely differences in the annual energy consumption and carbon emission

To ensure the assessment is a fair comparison, the Building Services strategy for both building types together with floor areas, room types, window areas etc., are the same and have been used as a template for both construction method models.

The generic template used for the sports building is summarised as follows:

GIFA:	12,900 ft <sup>2</sup>
Room Types:	Dry Sports Hall (9,040 ft <sup>2</sup> ) Classroom Fitness Suite (861 ft <sup>2</sup> ) Circulation areas Office Store Toilet/Changing Facilities
Fuel Source:	Natural Gas Grid Electricity
Renewables:	Not Included
Heating:	High Efficiency Gas Condensing Boilers (95%)
Lighting:	High Frequency/Low Energy Lamps (auto/photocell controls)
Ventilation:	Local Extract to Toilet/Changing Areas Natural Ventilation Strategy to Sports Hall and Areas Heat Recovery System to Fitness Suite
Air Conditioning:	Fitness Suite Only
Controls:	Building Energy Management System (aM&T software)



## 3 Design Criteria – Sprung Structure

### 3.1 Specific Building Data - Sprung

#### Project Building Data

**Construction:** Modern method (tension membrane - fabric)  
**Building type:** Leisure/Sports Facility  
**GIFA:** 12,900 ft<sup>2</sup>  
**Air permeability @ 50Pa:** 2.5 m<sup>3</sup>/h/m<sup>2</sup>  
 (2.01 m<sup>3</sup>/h/m<sup>2</sup> achievable; see Appendix E)  
**Thermal bridges:** Accredited details

#### Transparent Constructions

Name of transparent construction	Thermal Resistance	How this information is entered into iSBEM
Roof Lights (Polycarbonate Panel between translucent fabric)	0.14 U-Value* 7.00 R-Value*	Import own values

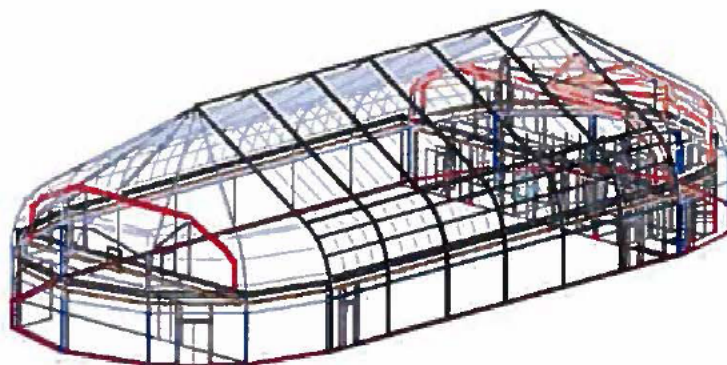
\* U/R Values provided by Sprung Structures Inc.

#### Opaque Constructions

**External wall;** Tension membrane structure, consisting of aluminium sub frame with exterior architectural fabric membrane,

Name of Opaque construction	Thermal Resistance	How this information is entered into iSBEM
External Wall (Fabric)	0.18 U-Value* 5.55 R-Value*	Import own values
Ground Floor (concrete)	0.25 U-Value* 4.00 R-Value*	Import own values
Roof (Fabric)	0.18 U Value* 5.55 R-Value*	Import own values

\* U/R Values provided by Sprung Structures Inc.



3D image of typical Sprung Sports Structure

**4.1 Specific Building Data - Traditional**

Project Building Data

Construction: Traditional (Brick/Block with lightweight roof)  
 Building type: Leisure/Sports Facility  
 GIFA: 12,900 ft<sup>2</sup>  
 Air permeability @ 50Pa: 6.0 m<sup>3</sup>/h/m<sup>2</sup>  
 Thermal bridges: Accredited details

Transparent Constructions

Name of transparent construction	Thermal Resistance	How this information is entered into ISBEM
Roof Lights (double glazed unit)	2.00 U-Value* 0.50 R-Value*	Import own values

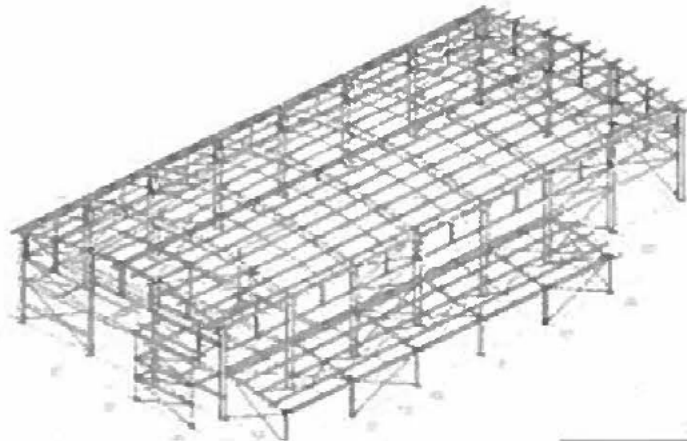
\* U/R Values provided by Sprung Structures Inc.

Opaque Constructions

External wall; Brick 105mm, air gap, fibre insulation, aerated concrete block up to 3.0m high. Steel sheet above 3.0m  
 Roof; Steel sheet, insulation board, Steel sheet

Name of Opaque construction	Thermal Resistance	How this information is entered into ISBEM
External Wall (cavity)	0.35 U-Value* 2.80 R-Value*	Import own values
Ground Floor (concrete)	0.25 U-Value* 4.00 R-Value*	Import own values
Roof (steel)	0.25 U Value* 4.00 R-Value*	Import own values

\* U/R Values provided by Sprung Structures Inc.



3D image of typical Traditional Sports Structure



## 5 Comparison 1 – Energy Performance

### 5.1 Traditional Structure

#### Annual Carbon Emission

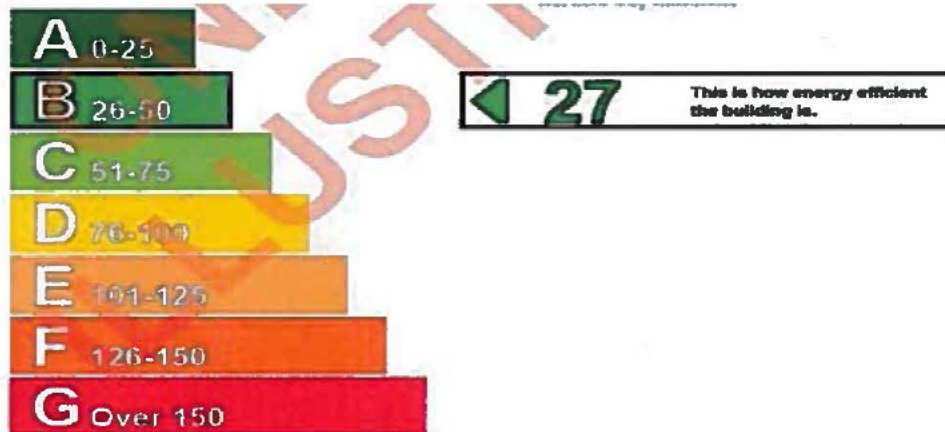
Please find below the output data given by the Building Regulations Part L2A for the building. The approved software would indicate the building would meet the requirement for the Building Emission Rate (BER), therefore fully compliant with Building Regulations Part L2A. Please note the SBEM software is not to be used as a design tool, please refer to section 7 for estimated consumption figures.

Criterion 1: The calculated CO<sub>2</sub> emission rate for the building should not exceed the target

1.1	CO <sub>2</sub> emission rate from the notional building, kgCO <sub>2</sub> /m <sup>2</sup> .annum	65.6
1.2	Target CO <sub>2</sub> emission rate (TER), kgCO <sub>2</sub> /m <sup>2</sup> .annum	65.6
1.3	Building CO <sub>2</sub> emission rate (BER), kgCO <sub>2</sub> /m <sup>2</sup> .annum	65.6
1.4	Are emissions from the building less than or equal to the target?	BER <= TER
1.5	Are as built details the same as used in the BER calculations?	Separate submission

#### Traditional - Energy Performance Rating – 'B' RATING

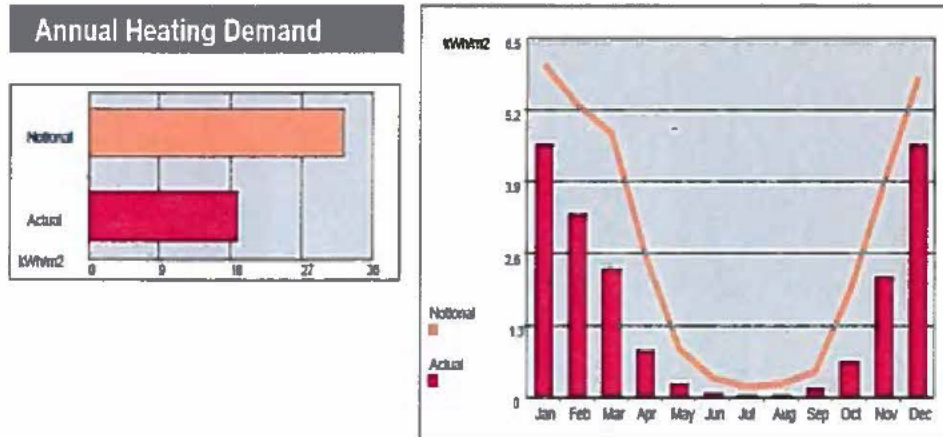
The building would achieve a 'B' rating under the Energy Performance Certificate;



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## Traditional - Annual Heating Demand

The graphs below give guidance on the building performance with reference to the annual heating demand per annum against Building Regulations Part L2A Conservation of Fuel and Power 'Notional' Building.



## 5.2 Sprung Structure

### Sprung - Annual Carbon Emission

Please find below the output data given by the Building Regulations Part L2A for the building. The approved software would indicate the building would meet the requirement for the Building Emission Rate (BER), therefore fully compliant with Building Regulations Part L2A. Please note the SBEM software is not to be used as a design tool, please refer to section 7 for estimated consumption figures.

**Criterion 1: The calculated CO<sub>2</sub> emission rate for the building should not exceed the target**

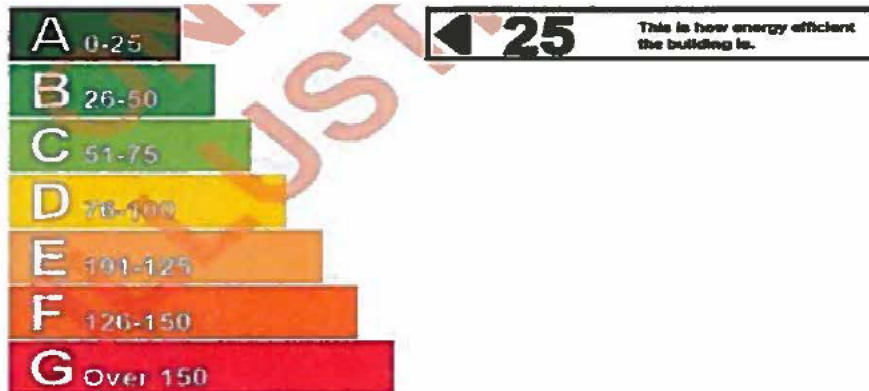
1.1	CO <sub>2</sub> emission rate from the notional building, kgCO <sub>2</sub> /m <sup>2</sup> .annum	65.8
1.2	Target CO <sub>2</sub> emission rate (TER), kgCO <sub>2</sub> /m <sup>2</sup> .annum	65.8
1.3	Building CO <sub>2</sub> emission rate (BER), kgCO <sub>2</sub> /m <sup>2</sup> .annum	62
1.4	Are emissions from the building less than or equal to the target?	BER <= TER
1.5	Are as built details the same as used in the BER calculations?	Separate submission



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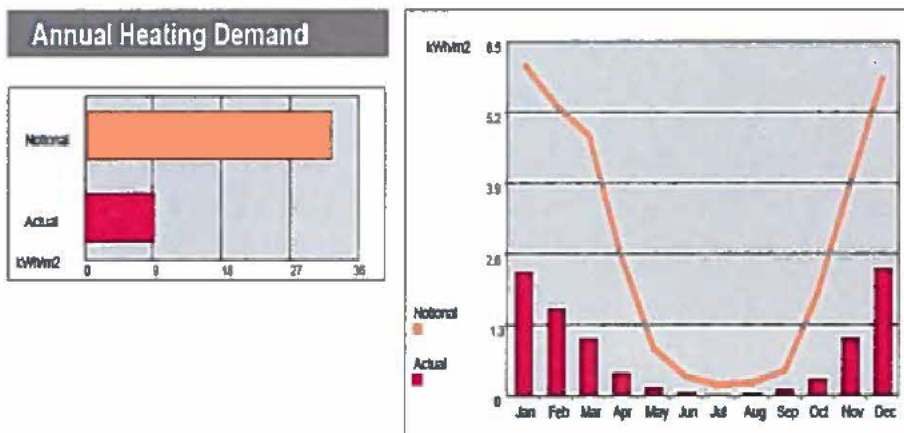
## Sprung - Energy Performance Rating – 'A' RATING

The building would achieve a 'A' rating under the Energy Performance Certificate;



## Sprung - Annual Heating Demand

The graphs below give guidance on the building performance with reference to the annual heating demand per annum against Building Regulations Part L2A Conservation of Fuel and Power 'Notional' Building.



### 6.1 What is BREEAM?

BREEAM (Building Research Establishment's Environmental Assessment Method) is the world's leading and most widely used environmental assessment method for buildings, with over 115,000 buildings certified and nearly 700,000 registered. It sets the standard for best practice in sustainable design and has become the de facto measure used to describe a building's environmental performance.

Credits are awarded in ten categories according to performance. These credits are then added together to produce a single overall score on a scale of Pass, Good, Very Good, Excellent and Outstanding. The operation of BREEAM is overseen by an independent Sustainability Board, representing a wide cross-section of construction industry stakeholders.

#### Aims of BREEAM:

- To mitigate the impacts of buildings on the environment
- To enable buildings to be recognised according to their environmental benefits
- To provide a credible, environmental label for buildings
- To stimulate demand for sustainable buildings

#### Objectives of BREEAM:

- To provide market recognition to low environmental impact buildings
- To ensure best environmental practice is incorporated in buildings
- To set criteria and standards surpassing those required by regulations and challenge the market to provide innovative solutions that minimise the environmental impact of buildings
- To raise the awareness of owners, occupants, designers and operators of the benefits of buildings with a reduced impact on the environment
- To allow organisations to demonstrate progress towards corporate environmental objectives



## 6.2 Traditional Structure

### Energy Performance Rating – 28 (B Rating)

Issue ID	Issue Title	No. of credits available	Minimum standards
Ene 1	Ene 1 Reduction of CO <sub>2</sub> Emissions	15	Yes

#### Aim

To recognise and encourage buildings that are designed to minimise the CO<sub>2</sub> emissions associated with their operational energy consumption.

#### Assessment Criteria

The following demonstrates compliance:

1. The number of credits achieved is determined by comparing the building's CO<sub>2</sub> index (EPC Rating), taken from the Energy Performance Certificate (EPC), with the table of benchmarks below:

Table 9 CO<sub>2</sub> index benchmarks and BREEAM credits

BREEAM Credits	CO <sub>2</sub> Index (EPC Rating)	
	New Build	Refurbishment
1	63	100
2	53	87
3	47	74
4	45	61
5	43	50
6	40	47
7	37	44
8	31	41
<b>9</b>	<b>28</b>	36
10	25	31
11	23	28
12	20	25
13	18	22
14	10	18
15	0	15
Exemplar credit 1	<0	≤0
Exemplar credit 2	True zero carbon building	

For buildings that are part new-build part refurbishment refer to Compliance Notes.

The above table is taken from BREEAM 2008 'Education' Assessment Criteria for the ENERGY section under credit *Ene 1*.

The Traditional Building would likely achieve 9 Credits under Energy Performance Scoring (circled in the **RED**)

**TRADITIONAL Building Likely Scoring under Credit Ene1: 9 CREDITS**

## 6.3 Sprung Structure

Energy Performance Rating – 25 (A Rating)

Issue ID	Issue Title	No. of credits available	Minimum standards
Ene 1	Ene 1 Reduction of CO <sub>2</sub> Emissions	15	Yes

### Aim

To recognise and encourage buildings that are designed to minimise the CO<sub>2</sub> emissions associated with their operational energy consumption.

### Assessment Criteria

The following demonstrates compliance:

1. The number of credits achieved is determined by comparing the building's CO<sub>2</sub> index (EPC Rating), taken from the Energy Performance Certificate (EPC), with the table of benchmarks below:

Table 9 CO<sub>2</sub> index benchmarks and BREEAM credits

BREEAM Credits	CO <sub>2</sub> Index (EPC Rating)	
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1	63	100
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4	45	61
5	43	50
6	40	47
7	37	44
8	31	41
9	28	36
10	25	31
11	23	28
12	20	25
13	18	22
14	10	18
15	0	15
Exemplar credit 1	<0	≤0
Exemplar credit 2	<i>True zero carbon building</i>	

For buildings that are part new-build part refurbishment refer to Compliance Notes.

The above table is taken from BREEAM 2008 'Education' Assessment Criteria for the ENERGY section under credit *Ene 1*.

The Sprung Building would likely achieve 10 Credits under Energy Performance Scoring (circled in the **RED**)

**SPRUNG Building Likely Scoring under Credit Ene1: 10 CREDITS**



### 7.1 Traditional Structure

We have calculated the predicted energy consumption of a typical *Traditional Sports Facility* (12,900 ft<sup>2</sup>), in accordance with the specific design criteria in section 4 of this report. This will give an estimate in the likely difference between the building types, considering the differing thermal properties and use of natural daylight.

We have considered the use of natural gas, to meet the heating demand, and electricity through artificial lighting annual consumption, as these both will vary between both building types.

Please note; both building types will consume more energy with the use of hot water, small power, catering etc., but these have been excluded from the estimated consumption figures below, as these will be the same and are not be affected by differing building materials/thermal performance.

The following assumptions are based on CIBSE TM41:2006 Degree Days, Theory & Application using standard mean monthly temperature data and heatloss calculations from the Bentley Hevacomp Design Database V8i.

#### NATURAL GAS

##### 1. Heating

Degree Days based on Met Office 20 year average (1971 to 1991) in the UK

Calculated Heating for Sports Facility	= 62.5 kW (52.1 Watts/m <sup>2</sup> )
Building Class	= 4A
Degree Day Area	= Thames Valley
Degree Days	= 2130
Indoor Design Temperature	= 19°C
Outdoor Design Temperature	= -4°C
Usage of Heating Plant	= 16 hours
Building Occupancy	= 7 Days/week, 12 Hours/day
No Correction Factor from 15.5°C for internal temperature of 18.5°C	

$$\text{Full Load } \frac{24 \times 2130}{19 - (-4)} = 2223 \text{ hours}$$

(a) 7 day week	= 1.0
(b) Continuous (light Building)	= 1.0
(c) 16 hour day	= 1.22

$$2223 \text{ hours} \times 1.0 \text{ (a)} \times 1.0 \text{ (b)} \times 1.22 \text{ (c)} = 2712 \text{ hours}$$

$$\frac{2712 \times 62.5 \times 3600}{1\ 000\ 000} = 610.2 \text{ GJ/year}$$

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Seasonal Efficiency using Conventional Boilers; 95%

$$\frac{610.2}{0.95} = 642.3 \text{ GJ/year}$$

$$\frac{642.3}{3.6 \times 10^{-3}} = 178\,416 \text{ kWhr/annum}$$

- Note 1; We have excluded the energy consumption by domestic hot water, as this will be the same whichever the building type
- Note 2; We have excluded the energy consumption by mechanical ventilation, as this is a natural ventilation strategy with only mechanical extract ventilation from toilet areas

## Grid Electricity

### 1. Lighting

Lighting:	Sports Hall	=	12.6 KW (no natural light)
	Fitness Suite	=	1.20 KW (no natural light)
	Other Areas	=	5.60 kW (no natural light)

Assume:

$$\text{Lighting Operation on 10 hours/day in Sports Hall x 365 days} = \underline{3650 \text{ hours}}$$
$$= \underline{3650 \text{ hours}}$$

$$\text{Therefore energy used} = 19,400 \text{ W x 3650 hours} = \underline{70\,810 \text{ kWh}}$$

### TOTAL Electricity Annual Consumption (Lighting only)

$$\text{Total energy used kWh} = 70\,810 \text{ KW/h}$$

$$\underline{70\,810 \text{ KW/h/annum}}$$

- Note 1; We have excluded the energy consumption by small power, as this will be constant whichever the building type
- Note 2; We have excluded the energy consumption by ventilation plant, as this will be constant whichever the building type



## 7.2 Sprung Structure

We have calculated the predicted energy consumption of a typical *Sprung Instant Sports Facility* (12,900 ft<sup>2</sup>), in accordance with the specific design criteria in section 3 of this report. This will give an estimate in the likely difference between the building types, considering the differing thermal properties and use of natural daylight.

We have considered the use of natural gas, to meet the *variable* heating demand, and electricity through the *variable* artificial lighting consumption, as these both will vary between both building types.

Please note; both building types will consume more energy with the use of hot water, small power, catering etc., but these have been excluded from the estimated consumption figures below, as these will be the same and are not be affected by differing building materials/thermal performance.

The following assumptions are based on CIBSE TM41:2006 Degree Days, Theory & Application using standard mean monthly temperature data and heatloss calculations from the Bentley Hevacomp Design Database V8i.

### NATURAL GAS

#### 1. Heating

Degree Days based on Met Office 20 year average (1971 to 1991) in the UK

Calculated Heating for Sports Facility	= 30.0 kW (25.0 Watts/m <sup>2</sup> )
Building Class	= 4A
Degree Day Area	= Thames Valley
Degree Days	= 2130
Indoor Design Temperature	= 19°C
Outdoor Design Temperature	= -4°C
Usage of Heating Plant	= 16 hours
Building Occupancy	= 7 Days/week, 12 Hours/day

No Correction Factor from 15.5°C for internal temperature of 18.5°C

$$\text{Full Load } \frac{24 \times 2130}{19 - (-4)} = 2223 \text{ hours}$$

(a) 7 day week	= 1.0
(b) Continuous (light Building)	= 1.0
(c) 16 hour day	= 1.00

$$2223 \text{ hours} \times 1.0 \text{ (a)} \times 1.0 \text{ (b)} \times 1.00 \text{ (c)} = 2223 \text{ hours}$$

$$\frac{2223 \times 30.0 \times 3600}{1\ 000\ 000} = 240.0 \text{ GJ/year}$$

Seasonal Efficiency using Conventional Boilers; 95%

$$\frac{240.0}{0.95} = 252.7 \text{ GJ/year}$$

$$\frac{252.7}{3.6 \times 10^{-3}} = 70\,200 \text{ kWhr/annum}$$

- Note 1; We have excluded the energy consumption by domestic hot water, as this will be the same whichever the building type
- Note 2: We have excluded the energy consumption by mechanical ventilation, as this is a natural ventilation strategy with only mechanical extract ventilation from toilet areas

## Grid Electricity

### 1. Lighting

Lighting:	Sports Hall	=	12.6 KW (integrated roof lights)
	Fitness Suite	=	1.20 KW (integrated roof lights)
	Other Areas	=	5.60 kW (integrated roof lights)

Assume:

During Summer lighting on 6 hours/day x 90 days = 540 hours

During Spring/Autumn lighting on 8 hours/day x 180 days = 1440 hours

During Winter lighting on 10 hours/day x 95 days = 950 hours  
= **2930 hours**

Therefore energy used = 19,400 W x 2930 hours = 56 842 kWh

### TOTAL Electricity Annual Consumption (Lighting only)

Total energy used kWh = 56 842 KW/h

**56 842 KW/h/annum**

- Note 1; We have excluded the energy consumption by small power, as this will be constant whichever the building type
- Note 2: We have excluded the energy consumption by ventilation plant, as this will be constant whichever the building type



### 8.1 Conclusion


It is evident from the study, the Sprung Structure using the 'modern method of construction' methodology is the most energy efficient solution when compared with a traditional method. Both construction methods were based on a Sports and Leisure Facility with 12,900 ft<sup>2</sup> GIFA. This is likely to be as a result of the following main factors being 'better than average' thermal properties and performance of the Sprung Structure;

- *Low air permeability rating (2.5 m<sup>3</sup>/h/m<sup>2</sup> @ 50 Pa)*; as the building has a higher air tightness, heat loss through air infiltration is dramatically reduced. Similarly heat gains are reduced during peak ambient conditions, reducing energy consumption through comfort cooling systems. The Sprung Instant structure has been proven to achieve an 'actual' air permeability rating of 2.0 m<sup>3</sup>/h/m<sup>2</sup> @ 50 Pa, at their Sports Facility in Cambridgeshire. Please refer to Appendix E of this report, for copy of air test certification.
- *Very Low U Values with use of high thermal performance fabric insulated external walls (0.18 W/m<sup>2</sup>.K)*; this will assist in reducing the building heat loss, reducing energy consumption of the building
- *Very Low U Values with use of high thermal performance fabric insulated roof (0.18 W/m<sup>2</sup>.K)*; this will assist in reducing the building heat loss, reducing energy consumption of the building
- *Very Low U Values with use of high thermal performance Translucent Fabric and Polycarbonate roof lights (0.14 W/m<sup>2</sup>.K)*; this will assist in reducing the building heat loss, and reduce the usage of artificial lighting with the inclusion of integrated roof lights, reducing energy consumption of the building
- *Reduced plant sizing and selection for heating and cooling systems as a result of the above factors, concluding in reduced capital and running costs and subsequent lesser building carbon emission rates.*

Overall the Sprung Instant Structure is considerable more efficient when compared against the Traditional building type. The main advantages are as follows;

- Potential to achieve **A RATING under the Energy Performance Rating** with a Sprung Instant Structure
- Potential to achieve an **EXTRA 1 Credit** under Ene1 criteria for BREEAM 2008 Education with a Sprung Instant Structure. The Sprung Sports Facility built in Leicestershire (UK) in 2008, was successful in achieving 'EXCELLENT' for BREEAM 2006.
- Potential to **REDUCE the Annual Running Costs by 42%** with a Sprung Instant Structure, compared against the Traditional method of construction.

## Appendix A - Energy Performance Certificate (Sprung)

**Energy Performance Certificate**   
 Non-Domestic Building

**Certificate Reference Number:**  
 0000-0040-0030-9000-0103

This certificate shows the energy rating of this building. It indicates the energy efficiency of the building fabric and the heating, ventilation, cooling and lighting systems. The rating is compared to two benchmarks for this type of building: one appropriate for new buildings and one appropriate for existing buildings. There is more advice on how to interpret this information on the Government's website [www.communities.gov.uk/epbd](http://www.communities.gov.uk/epbd).

### Energy Performance Asset Rating

More energy efficient



Net zero CO<sub>2</sub> emissions

**25** This is how energy efficient the building is.

Less energy efficient

### Technical information

Main heating fuel:	Natural Gas
Building environment:	Air Conditioning
Total useful floor area (m <sup>2</sup> ):	1200
Building complexity (NOS level):	3
Building emission rate (kgCO <sub>2</sub> /m <sup>2</sup> ):	62.03

### Benchmarks

Buildings similar to this one could have ratings as follows:

<b>27</b>	If newly built
<b>71</b>	If typical of the existing stock



## Appendix B - Energy Performance Certificate (Traditional)

**Energy Performance Certificate**  
Non-Domestic Building



**Certificate Reference Number:**  
0000-0040-0030-9000-0103

This certificate shows the energy rating of this building. It indicates the energy efficiency of the building fabric and the heating, ventilation, cooling and lighting systems. The rating is compared to two benchmarks for this type of building: one appropriate for new buildings and one appropriate for existing buildings. There is more advice on how to interpret this information on the Government's website [www.communities.gov.uk/epbd](http://www.communities.gov.uk/epbd).

### Energy Performance Asset Rating

More energy efficient

**A+**

Net zero CO<sub>2</sub> emissions

**A** 0-25

**B** 26-50

**27**

This is how energy efficient the building is.

**C** 51-75

**D** 76-100

**E** 101-125

**F** 126-150

**G** Over 150

Less energy efficient

### Technical information

Main heating fuel:	Natural Gas
Building environment:	Heating and Natural Ventilation
Total useful floor area (m <sup>2</sup> ):	1200
Building complexity (NOS level):	3
Building emission rate (kgCO <sub>2</sub> /m <sup>2</sup> ):	65.62

### Benchmarks

Buildings similar to this one could have ratings as follows:

**27** if newly built

**71** if typical of the existing stock

## Appendix C - BRUKL Output Document (Sprung)

### BRUKL Output Document HM Government Compliance with England and Wales Building Regulations Part L 2010

<b>Project name</b>	<b>1200m2 Sprung</b>	<b>As designed</b>
<b>Date:</b> Thu Oct 20 15:59:24 2011		

#### Administrative information

<b>Building Details</b> Address: .	<b>Owner Details</b> Name: Information not provided by the user Telephone number: Information not provided by the user Address: Information not provided by the user, information not provided by the user, information not provided by the user
<b>Certification tool</b> Calculation engine: SBEM Calculation engine version: v4.1.a.2 Interface to calculation engine: ISBEM Interface to calculation engine version: v4.1.a BRUKL compliance check version: v4.1.a.2	<b>Certifier details</b> Name: Dean Maude Telephone number: 07817612157 Address: 7 Portland Road, Retford, DN22 7NR

#### Criterion 1: The calculated CO<sub>2</sub> emission rate for the building should not exceed the target

1.1	CO <sub>2</sub> emission rate from the notional building, kgCO <sub>2</sub> /m <sup>2</sup> .annum	65.8
1.2	Target CO <sub>2</sub> emission rate (TER), kgCO <sub>2</sub> /m <sup>2</sup> .annum	65.8
1.3	Building CO <sub>2</sub> emission rate (BER), kgCO <sub>2</sub> /m <sup>2</sup> .annum	62
1.4	Are emissions from the building less than or equal to the target?	BER <= TER
1.5	Are as built details the same as used in the BER calculations?	Separate submission

#### Criterion 2: The performance of the building fabric and the building services should achieve reasonable overall standards of energy efficiency

##### 2.a Building fabric

Element	U <sub>o,limit</sub>	U <sub>o,calc</sub>	U <sub>o,max</sub>	Surface where the maximum value occurs*
Wall**	0.35	0.18	0.18	Sports Hall/a
Floor	0.25	0.12	0.17	Toilets/f
Roof	0.25	0.18	0.18	Sports Hall/c
Windows***, roof windows, and rooflights	2.2	0.14	0.14	Sports Hall/c/g
Personnel doors	2.2	-	-	"No heat loss personnel doors"
Vehicle access & similar large doors	1.5	-	-	"No heat loss vehicle access doors"
High usage entrance doors	3.5	-	-	"No heat loss high usage entrance doors"

U<sub>o,limit</sub> = Limiting area-weighted average U-values [W/(m<sup>2</sup>K)]  
 U<sub>o,calc</sub> = Calculated area-weighted average U-values [W/(m<sup>2</sup>K)]  
 U<sub>o,max</sub> = Calculated maximum individual element U-values [W/(m<sup>2</sup>K)]

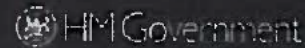
\* There might be more than one surface where the maximum U-value occurs.  
 \*\* Automatic U-value check by the tool does not apply to curtain walls whose limiting standard is similar to that for windows.  
 \*\*\* Display windows and similar glazing are excluded from the U-value check.  
 N.B.: Neither roof ventilators (inc. smoke vents) nor swimming pool bases are modelled or checked against the limiting standards by the tool.

<b>Air Permeability</b>	<b>Worst acceptable standard</b>	<b>This building</b>
m <sup>3</sup> /(h.m <sup>2</sup> ) at 50 Pa	10	2.5



## Appendix D - BRUKL Output Document (Traditional)

### BRUKL Output Document



Compliance with England and Wales Building Regulations Part L 2010

#### Project name

**1200m2 Traditional**

**As designed**

Date: Tue Oct 18 21:30:17 2011

#### Administrative information

##### Building Details

Address:

##### Certification tool

Calculation engine: SBEM

Calculation engine version: v4.1.c.2

Interface to calculation engine: ISBEM

Interface to calculation engine version: v4.1.c

BRUKL compliance check version: v4.1.c.2

##### Owner Details

Name: Information not provided by the user

Telephone number: Information not provided by the user

Address: Information not provided by the user, Information not provided by the user, Information not provided by the user

##### Certifier details

Name: Dean Maude

Telephone number: 07817612157

Address: 7 Portland Road, Retford, DN22 7NR

**Criterion 1: The calculated CO<sub>2</sub> emission rate for the building should not exceed the target**

1.1	CO <sub>2</sub> emission rate from the notional building, kgCO <sub>2</sub> /m <sup>2</sup> .annum	65.6
1.2	Target CO <sub>2</sub> emission rate (TER), kgCO <sub>2</sub> /m <sup>2</sup> .annum	65.6
1.3	Building CO <sub>2</sub> emission rate (BER), kgCO <sub>2</sub> /m <sup>2</sup> .annum	65.6
1.4	Are emissions from the building less than or equal to the target?	BER <= TER
1.5	Are as built details the same as used in the BER calculations?	Separate submission

**Criterion 2: The performance of the building fabric and the building services should achieve reasonable overall standards of energy efficiency**

#### 2.a Building fabric

Element	U <sub>area</sub>	U <sub>calc</sub>	U <sub>max</sub>	Surface where the maximum value occurs*
Wall**	0.35	0.35	0.35	Sports Hall/s
Floor	0.25	0.12	0.14	Cardio/Fitness Suite/f
Roof	0.25	0.25	0.25	Sports Hall/c
Windows***, roof windows, and rooflights	2.2	1.5	1.5	Sports Hall/c/g
Personnel doors	2.2	-	-	"No heat loss personnel doors"
Vehicle access & similar large doors	1.5	-	-	"No heat loss vehicle access doors"
High usage entrance doors	3.5	-	-	"No heat loss high usage entrance doors"

U<sub>area</sub> = Listing area-weighted average U-values [W/(m<sup>2</sup>K)]  
 U<sub>calc</sub> = Calculated area-weighted average U-values [W/(m<sup>2</sup>K)]  
 U<sub>max</sub> = Calculated maximum individual element U-values [W/(m<sup>2</sup>K)]

\* There might be more than one surface where the maximum U-value occurs.  
 \*\* Automatic U-value check by the tool does not apply to certain walls whose listing standard is similar to that for windows.  
 \*\*\* Display windows and similar glazing are excluded from the U-value check.  
 N.B.: Neither roof ventilators (inc. smoke vents) nor swimming pool basins are modelled or checked against the listing standards by the tool.

Air Permeability	Worst acceptable standard	This building
m <sup>3</sup> /(h.m <sup>2</sup> ) at 50 Pa	10	6

## Appendix E - Air Tightness Certificate - Sprung

**1. INTRODUCTION**

This report details the results of the envelope air tightness test carried out by HRS Services Ltd at:

Sports Hall  
HMP Littlehey  
Crow Spinney Lane  
Perry  
Huntingdon  
PE28 0SR

The estimated year of construction was 2009.

The test was commissioned by David Bucknall.

**2. TEST CONDITIONS AND RESULTS**

The worst acceptable building air permeability performance criteria as defined in Section 2 of the Building Regulations 2000 (as amended), Part L2A Conservation of Fuel and Power in New Buildings Other Than Dwellings is  $10\text{m}^3/(\text{h.m}^2)$  @ 50Pa.

The test was carried out on 30.10.09, between 12.45 and 13.15. The result is representative of the building as tested on this day.



The type of HVAC was mechanical.

The envelope area for air permeability is defined as the area of the external walls plus the area of the roof and the ground floor. The envelope area was calculated by the client.

The whole area of the building was tested.

The envelope area of the test area was  $2485.5\text{m}^2$ .

The following air permeability was determined at 50Pa.

  $2.01\text{m}^3/(\text{h.m}^2)$  

The test area therefore passed the specified air permeability performance criteria

**Summary of Temporary Sealing**

Temporary sealing was applied to unfinished elements, see table overleaf for full details. It should be noted that temporary seals may, in practice, be more airtight than the element they replace. The finished elements should therefore be of an equal standard of airtightness for the quoted test result to remain unchanged.



## Appendix F - Study Summary Sheet

# DMBS Design Ltd

### New 1200m<sup>2</sup> Sports Facility

Project: New Build  
1200m<sup>2</sup> Prototype Sports Facility

We have been instructed to carry out a brief comparison between a traditional build construction and a Sprung Instant Structure (modern method of construction) of a 1200m<sup>2</sup> Sports Facility located in the Thames Valley area. The main factors assessed have been the following:

- Likely Building Regulations Part L2A 2010 'Building Emission Rate' (BER)
- Likely BREEAM 2008 Scoring
- Likely Annual Running Costs

To ensure the assessment is a fair comparison, the Building Services strategy for both building types together with floor areas, room types, window areas etc., are the same for both construction methods.

The provisional assessment does not include any Renewable Energy or Low Zero Carbon technologies, as a full feasibility study would be required. We would anticipate the use of Biomass, Photovoltaics, Combined Heat and Power (CHP) and Ground Source Heat pumps may be favourable for this building type.

This assessment is to be used as guidance only, as the information is based on estimations and provisional information at this early stage, and subject to change.

#### Building Services Strategy (Generic)

- Natural Gas
- Grid Electricity
- High efficiency Condensing Boilers
- Building Management System
- Low Energy Light Fixtures
- Underfloor Heating System
- Natural Ventilation Strategy

#### Executive Summary

- Potential to achieve **A RATING** under the Energy Performance Rating with a Sprung Instant Structure
- Potential to achieve an **EXTRA 1 Credit** under Ene1 criteria for BREEAM 2008 Education with a Sprung Instant Structure
- Potential to save nearly **42% LESS** on running costs

#### Traditional Building

Criteria	
Construction:	Steel Frame
GFA:	1200.0 m <sup>2</sup>
External Walls:	0.35 W/m <sup>2</sup> .K
Roof:	0.25 W/m <sup>2</sup> .K
Floor:	0.25 W/m <sup>2</sup> .K
Windows:	2.0 W/m <sup>2</sup> .K
Air Permeability:	6.0 m <sup>3</sup> /h/m <sup>2</sup>

#### Provisional Results

- Building Regulations Part L2A 2010: **65.6kg/CO<sub>2</sub>/m<sup>2</sup>/yr**
- BREEAM 2008 Ene1 Score: **9 Credits (EPC Rating 27)**
- Estimated Annual Running Costs  
GAS \$ 15,811 (178,416 kWhr/annum)  
ELEC \$ 15,494 (70,810 kWhr/annum)

#### Sprung Instant Structure

Criteria	
Construction:	Tension Frame
GFA:	1200.0 m <sup>2</sup>
External Walls:	0.18 W/m <sup>2</sup> .K
Roof:	0.18 W/m <sup>2</sup> .K
Floor:	0.25 W/m <sup>2</sup> .K
Windows:	0.14 W/m <sup>2</sup> .K
Air Permeability:	2.5 m <sup>3</sup> /h/m <sup>2</sup>

#### Provisional Results

- Building Regulations Part L2A 2010: **62.2kg/CO<sub>2</sub>/m<sup>2</sup>/yr**
- BREEAM 2008 Ene1 Score: **10 Credits (EPC Rating 25)**
- Estimated Annual Running Costs  
GAS \$ 6,098 (70,200 kWhr/annum)  
ELEC \$ 12,174 (56,842 kWhr/annum)

DMBS Design Limited  
7 Portland Road  
RETFORD  
Nottinghamshire

Contact: Dean Maude  
website: www.dmbs.co.uk

**WE EMPLOY LOW CARBON CONSULTANTS**

**LOW CARBON ENERGY ASSESSORS** 

## BUDGET JUSTIFICATION - CAPITAL PROJECT DETAILS

Period: July 1, 2015 to June 30, 2016

Applicant: Hawaii Soccer Federation

FUNDING AMOUNT REQUESTED						
TOTAL PROJECT COST	ALL SOURCES OF FUNDS RECEIVED IN PRIOR YEARS		STATE FUNDS REQUESTED	OTHER SOURCES OF FUNDS REQUESTED	FUNDING REQUIRED IN SUCCEEDING YEARS	
	FY: 2013-2014	FY: 2014-2015	FY:2015-2016	FY:2015-2016	FY:2016-2017	FY:2017-2018
DESIGN/PLANS	\$0.00	\$0.00	\$48,091.00	\$0.00	\$0.00	\$0.00
STRUCTURE	\$0.00	\$0.00	\$3,277,122.00	\$0.00	\$0.00	\$0.00
INFRASTRUCTURE	\$0.00	\$0.00	\$562,092.00	\$0.00	\$0.00	\$0.00
PERMITS	\$0.00	\$0.00	\$29,255.00	\$0.00	\$0.00	\$0.00
CONSULTANTS	\$0.00	\$0.00	\$205,000.00	\$0.00	\$0.00	\$0.00
GYM EQUIPMENT	\$0.00	\$0.00	\$301,430.00	\$0.00	\$0.00	\$0.00
<b>TOTAL:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$4,422,990.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

JUSTIFICATION/COMMENTS: ITEMIZED BUDGET ON FOLLOING PAGE

Exhibit "M"



## BUDGET JUSTIFICATION - CAPITAL PROJECT DETAILS

Period: July 1, 2015 to June 30, 2016

DESIGN/PLANS	
Engineering Fee	\$48,091.00
Total:	\$48,091.00
STRUCTURE	
Sprung Structure	\$1,925,974.00
Technical Consultant	\$26,860.00
Delivery	\$100,000.00
Foundation	\$519,168.00
Labor	\$299,520.00
Equipment	\$31,200.00
Exterior Concrete	\$374,400.00
Total:	\$3,277,122.00
INFRASTRUCTURE	
Fire Access Road	\$152,310.00
Fire Protection	\$119,600.00
Potable Water Service	\$13,300.00
Sanitary Sewer Service	\$91,900.00
Electrical Power Service	\$88,800.00
Construction Contingency	\$96,182.00
Total:	\$562,092.00

PERMITS	
Building Height Variance	\$1,550.00
Plan Review Fee	\$5,320.00
Fire Plan Review Fee	\$2,660.00
Building Permit Fee	\$21,275.00
Permit Fee Contingency	\$6,161.00
Total:	\$29,255.00
CONSULTANTS	
Administrative Fee	\$51,250.00
Planning/Permitting Fee	\$153,750.00
Total:	\$205,000.00
GYMNASIUM EQUIPMENT	
SnapSport Flooring	\$139,350.00
Futsal Goals	\$4,485.00
Basketball Rims/Backboard	\$41,395.00
Volleyball Net/Systems	\$11,690.00
Bleachers	\$11,665.00
Player Benches	\$6,215.00
Scorer's Table & Bench	\$3,720.00
Scoreboard	\$17,455.00
Balls, Carts, Etc.	\$20,455.00
Equipment Freight	\$45,000.00
Total:	\$301,430.00
<b>GRAND TOTAL:</b>	<b>\$4,422,990.00</b>

HAWAII SOCCER FEDERATION  
Balance Sheet  
December 31, 2014

ASSETS

Current Assets			
AMERICAN SAVINGS BANK	\$	250.44	
Total Current Assets			250.44
Property and Equipment			
Computer/Software		270.28	
Equipment		8,897.89	
FUTSAL GOALS EQUIP		2,011.70	
Total Property and Equipment			11,430.31
Other Assets			
Total Other Assets			0.00
Total Assets		\$	11,430.31

LIABILITIES AND CAPITAL

Current Liabilities			
Total Current Liabilities			0.00
Long-Term Liabilities			
Total Long-Term Liabilities			0.00
Total Liabilities			0.00
Capital			
Retained Earnings	\$	12,204.11	
Net Income		(773.80)	
Total Capital			11,430.31
Total Liabilities & Capital		\$	11,430.31

Unaudited - For Management Purposes Only

**Exhibit "N"**



# Hawaii Soccer Federation Organizational Chart

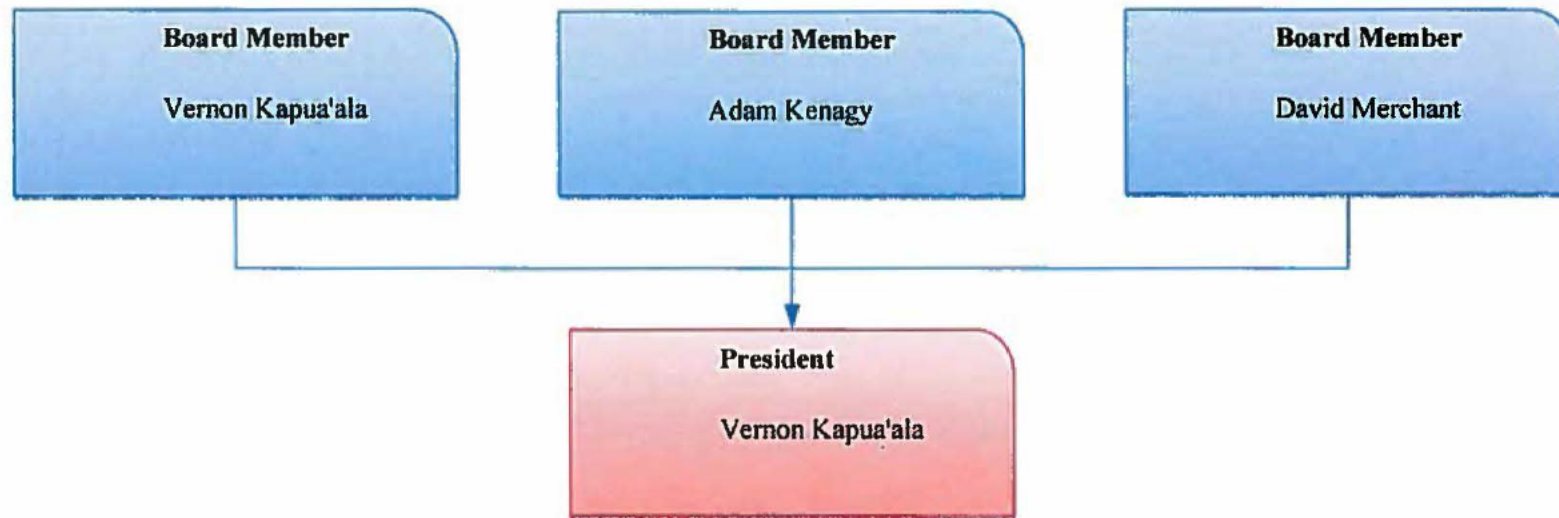


Exhibit "O"

**For the Period From Jan 1, 2014 to Dec 31,2014**

Filter Criteria includes 1) IDs from V KAPUA'ALA SALARY to V KAPUA'ALA SALARY Report order is by ID

Vendor ID Vendor	Date	Trans No	Type	Paid	DebitAmt	Credit Amt	Balance
V KAPUA'ALA SALARY	1/10/14	1/14-02	CDJ		300 00	300 00	0 00
VERNON KAPUA'ALA	1/10/14	1/14-03	CDJ		300 00	300 00	0 00
	1/24/14	1/14-06	CDJ		300 00	300 00	0 00
	2/7/14	2/14-01	CDJ		300 00	300 00	0 00
	2/7/14	2/14-02	CDJ		300 00	300 00	0 00
	2/25/14	02251401	CDJ		300 00	300 00	0 00
	2/25/14	02251402	CDJ		300 00	300 00	0 00
	4/14/14	4/14-01	CDJ		300 00	300 00	0 00
	4/21/14	4/14-02	CDJ		300 00	300 00	0 00
	4/29/14	2725	CDJ		2 000 00	2 000 00	0 00
	5/12/14	05/14-07	CDJ		300 00	300 00	0 00
	5/12/14	05/14-08	CDJ		300 00	300 00	0 00
	5/19/14	05/14-12	CDJ		300 00	300 00	0 00
	5/22/14	05/14-13	CDJ		300 00	300 00	0 00
	5/23/14	05/14-17	CDJ		300 00	300 00	0 00
	5/30/14	05/14-22	CDJ		300 00	300 00	0 00
	6/5/14	06/14-07	CDJ		300 00	300 00	0 00
	6/5/14	06/14-08	CDJ		300 00	300 00	0 00
	7/11/14	07/14-07	CDJ		300 00	300 00	0 00
	7/11/14	07/14-08	CDJ		300 00	300 00	0 00
	7/30/14	07/14-10	CDJ		20 00		0 00
	7/30/14	07/14-11	CDJ		280 00	280 00	0 00
	7/30/14	07/14-12	CDJ		300 00	300 00	0 00
	9/5/14	090514 NONA	CDJ		300 00	300 00	0 00
	9/5/14	090514 NONA	CDJ		300 00	300 00	0 00
	9/15/14	09/14-07	CDJ		300 00	300 00	0 00
	9/15/14	09/14-08	CDJ		300 00	300 00	0 00
	9/15/14	09/14-09	CDJ		300 00	300 00	0 00
	9/19/14	09/14-11	CDJ		300 00	300 00	0 00
	9/19/14	09/14-12	CDJ		300 00	300 00	0 00
	9/19/14	09/14-13	CDJ		300 00	300 00	0 00
	9/19/14	09/14-14	CDJ		300 00	300 00	0 00
	10/3/14	10/14-10	CDJ		300 00	300 00	0 00
	10/3/14	10/14-11	CDJ		300 00	300 00	0 00
	10/3/14	10/14-12	CDJ		300 00	300 00	0 00
	10/8/14	10/14-13	CDJ		300 00	300 00	0 00
	10/8/14	10/14-14	CDJ		300 00	300 00	0 00
	11/3/14	11/14-04	CDJ		300 00	300 00	0 00
	11/3/14	11/14-05	CDJ		300 00	300 00	0 00
	12/8/14	12/14-03	CDJ		300 00	300 00	0 00
	12/8/14	12/14-04	CDJ		300 00	300 00	0 00
	12/8/14	12/14-05	CDJ		300 00	300 00	0 00
	12/8/14	12/14-06	CDJ		300 00	300 00	0 00
	12/8/14	12/14-07	CDJ		300 00	300 00	0 00
	12/8/14	12/14-08	CDJ		100 00	100 00	0 00
	12/8/14	12/14-14	CDJ		300 00	300 00	0 00
	12/8/14	12/14-15	CDJ		300 00	300 00	0 00
<b>Report Total</b>					<b>15,300.00</b>	<b>15,300.00</b>	<b>0.00</b>

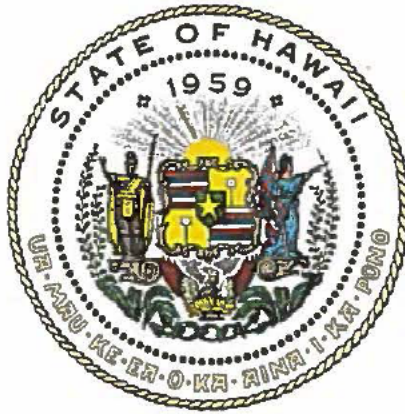
Exhibit "P"



For the Period From Jan 1, 2014 to Dec 31, 2014

Filter Criteria includes: 1) IDs from ADAM T KENAGY SALARY to ADAM T KENAGY SALARY Report order is by ID

Vendor 10 Vendor	Date	Trans No	Type	Paid	DebitAmt	CreditAmt	Balance
ADAM T KENAGY SALA	8/27/14	08/14-05	CDJ		300 00	300 00	0 00
ADAM T KENAGY	8/27/14	08/14-06	CDJ		300 00	300 00	0 00
	10/1/14	10/14-03	CDJ		300 00	300 00	0 00
	10/1/14	10/14-04	CDJ		300 00	300 00	0 00
	10/1/14	10/14-05	CDJ		300 00	300 00	0 00
	10/1/14	10/14-06	CDJ		100 00	100 00	0 00
Report Total					1,600.00	1,600.00	0.00



## Department of Commerce and Consumer Affairs

### CERTIFICATE OF GOOD STANDING

I, the undersigned Director of Commerce and Consumer Affairs of the State of Hawaii, do hereby certify that

#### HAWAII SOCCER FEDERATION

was incorporated under the laws of Hawaii on 08/29/2008 ; that it is an existing nonprofit corporation; and that, as far as the records of this Department reveal, has complied with all of the provisions of the Hawaii Nonprofit Corporations Act, regulating domestic nonprofit corporations.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Department of Commerce and Consumer Affairs, at Honolulu, Hawaii.

Dated: January 29, 2015

Director of Commerce and Consumer Affairs



**DECLARATION STATEMENT OF  
APPLICANTS FOR GRANTS PURSUANT TO  
CHAPTER 42F, HAWAII REVISIED STATUTES**

The undersigned authorized representative of the applicant certifies the following:

- 1) The applicant meets and will comply with all of the following standards for the award of grants pursuant to Section 42F-103, Hawaii Revised Statutes:
  - a) Is licensed or accredited, in accordance with federal, state, or county statutes, rules, or ordinances, to conduct the activities or provide the services for which a grant is awarded;
  - b) Complies with all applicable federal and state laws prohibiting discrimination against any person on the basis of race, color, national origin, religion, creed, sex, age, sexual orientation, or disability;
  - c) Agrees not to use state funds for entertainment or lobbying activities; and
  - d) Allows the state agency to which funds for the grant were appropriated for expenditure, legislative committees and their staff, and the auditor full access to their records, reports, files, and other related documents and information for purposes of monitoring, measuring the effectiveness, and ensuring the proper expenditure of the grant.
  
- 2) If the applicant is an organization, the applicant meets the following requirements pursuant to Section 42F-103, Hawaii Revised Statutes:
  - a) Is incorporated under the laws of the State; and
  - b) Has bylaws or policies that describe the manner in which the activities or services for which a grant is awarded shall be conducted or provided.
  
- 3) If the applicant is a non-profit organization, it meets the following requirements pursuant to Section 42F-103, Hawaii Revised Statutes:
  - a) Is determined and designated to be a non-profit organization by the Internal Revenue Service; and
  - b) Has a governing board whose members have no material conflict of interest and serve without compensation.

Pursuant to Section 42F-103, Hawaii Revised Statutes, for grants used for the acquisition of land, when the organization discontinues the activities or services on the land acquired for which the grant was awarded and disposes of the land in fee simple or by lease, the organization shall negotiate with the expending agency for a lump sum or installment repayment to the State of the amount of the grant used for the acquisition of the land.

Further, the undersigned authorized representative certifies that this statement is true and correct to the best of the applicant's knowledge.

Hawaii Soccer Federation

(Typed Name of Individual or Organization)

Vernon Kapua'ala

Digitally signed by Vernon Kapua'ala  
DN: cn=Vernon Kapua'ala, o=Hawaii Soccer Federation, ou=Hawaii Soccer Federation, email=vsf@hawaii-soccerfederation.org, c=US  
Date: 2013.01.30 10:19:30 -1000

01.30.15

(Signature)

(Date)

Vernon Kapua'ala

(Typed Name)

President

(Title)