

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 2

In the Matter of:

**DESARROLLOS ALTAMIRA I, INC., and  
CIDRA EXCAVATION, S.E.,**

**RESPONDENTS**

Proceeding pursuant to Section 309(g) of the  
Clean Water Act, 33 U.S.C. §1319(g)

**PREHEARING EXCHANGE**

**DOCKET NUMBER  
CWA-02-2009-3462**

U.S. ENVIRONMENTAL  
PROTECTION AGENCY-REG. II  
COMMUNITY 19 PI 2-47  
REGIONAL HEARING  
CLERK

**RESPONDENT DESARROLLOS ALTAMIRA I, INC. AND  
LAS QUINTAS 957, INC.'S PREHEARING EXCHANGE**

Pursuant to the Prehearing Order, dated March 25, 2010, Respondent Desarrollos Altamira I, Inc. and Las Quintas 957, Inc. hereby file their Prehearing Exchange for the above-captioned matter:

**1. (A) Names of expert and other witnesses intended to be called at hearing with brief narrative summary of their expected testimonies:**

DAI and Las Quintas expect to call the following persons as witnesses at the hearing:

1- Casiano Ancalle, P.E. (Expert Witness) will testify as to hydrological conditions at the site. He will testify as to the behavior of the sediment in accordance to rain levels. He will challenge Claimant's contention that there were 256 days of violations.

2. Mr. Gustavo Adolfo Rodríguez (Fact Witness) – Will testify concerning his submission of a Notice of Intent for Storm Water Discharges Associated with Construction Activity Under an NPDES Permit ("NOI") to the EPA prior to commencement of construction activities at the Project. He will also testify concerning his preparation and submission to the Puerto Rico Department of Natural Resources and the U.S. Army Corps of Engineers, Antilles Office ("Corps"), of a Joint Permit Application related to work then proposed on an ephemeral body of water on the northeast side of the Project, which was thought to be within project boundaries,

and the location of that body of water. Finally, Mr. Rodríguez will testify concerning the type of flora and fauna within the Project site and north of the same.

3. Mr. Francisco Charles (Fact Witness), an engineer employed by Hacienda Altamira, Inc., will testify concerning his meeting on January 19, 2006, with Corps personnel and the subsequent determination by the Corps that an unnamed body of water, northeast of the Project, was an ephemeral stream, not considered by the Corps as a "water of the United States".

Mr. Charles will also testify concerning the effect upon storm water management at the Project of work stoppages at the site provoked by a Mr. Dwight Pastrana Santiago, who alleged title over certain over project site lands where stormwater management devices were to be installed.

Finally, Mr. Charles will testify concerning conditions on or about the Project site and areas inspected and photographed by EPA inspector Mr. Hector Ortiz, including the Canóvanas River, on or about the days that Mr. Ortiz visited the Project.

4- Ramón Mac-Crohon, President Las Quintas 957, Inc., will testify generally about the project and more specifically about the contract with Cidra Excavation. He will also testify about the sale of the project by DAI to Las Quintas. And will testify as to the financial conditions of Las Quintas and its negotiations with Banco Santander to turn over the property.

5- Myrna Diaz, Construction Department Vice-President, Banco Santander Puerto Rico will testify as to the economic conditions of Las Quintas.

**(B) Documentary evidence and exhibits intended to be introduced into evidence.**

- i. Respondent DAI's Exhibit 1 - Deed of Purchase and Sale, between Desarrollos Altamira I, Inc. and Las Quintas 957, Inc.
- ii. Respondent DAI's Exhibit 2 - Construction for Site, Temporary Pump Station, Sanitary Force Line and Water Distribution Off-Site contract.
- iii. Respondent DAI's Exhibit 3 - NOI, February 2006.
- iv. Respondent DAI's Exhibit 4 - NOI, January 2007.
- v. Respondent DAI's Exhibit 5 - Casiano Ancalle's Resume

In addition to the above and in case they are not presented by Complainant, Respondent DAI intends to introduce into evidence the following documents:

Complainant's Exhibits 4, 4a, 4b, 4c, 5, 12, 13-13f, as well as those announced by Cidra Excavation.

**(C) A statement of its views as to the appropriate place of hearing and an estimate of the time needed to present its direct case. And whether translation services are necessary.**

Respondent DAI joins Complainant's request that the hearing be held in San Juan. No translation services are needed. Respondent DAI estimates that the presentation of its direct case will take 2 days.

3. Information to be provided by Respondent Desarrollos Altamira I, Inc.

*(A) A narrative statement fully describing what interest or roles each of the two Respondents as well as "Las Quintas 957, Inc." had in the Hacienda Altamira I Residential Development project and/or the real property upon which construction of such Project occurred during the period from November 25, 2007 [sic] through September 27, 2007, along with copies of all documents evidencing such various interests or roles:*

Although the project was initially proposed by Desarrollos Altamira I, Inc. the property was subsequently purchased on December 12, 2006, by Las Quintas. From that point on, Las Quintas has owned the property. The name of Desarrollos Altamira might have remained in some of the documentation after the transfer occurred, probably because the studies or services might have been initiated when Desarrollos Altamira owned it.

See Respondent DAI's Exhibit 1 - Deed of Purchase and Sale.

*(B) A detailed narrative statement explaining the factual and legal basis, and any and all documents it intends to rely upon in support, for its claim made on page 8 of its Answer that the proposed penalty of \$146,425.49 "has no basis in law or fact".*

Complainant presents two Claims on which it bases Respondent's alleged violations to the Clean Water Act. These are:

Claim 1 – Failure to apply for coverage under the NPDES permit, which asserts that:

Respondents did not submit an individual NPDES permit application as required by 40 C.F.R § 122.21, nor did they file a complete and accurate NOI form prior to commencement of construction activities as required by Part 2 of the Construction General Permit. The construction project started on January 25, 2007, as stated in

Respondents NOI application detail, and DAI obtained coverage on October 24, 2007, a total of **279** days late.

Claim 2 – Illegal Discharges of pollutant (storm water) into waters of the United States without NPES permit coverage, which asserts that:

Respondents discharged pollutants from the Project into waters of the United States ... from January 25, 2007 (date when discharges began) to September 27, 2007 (date when the Order was issued), a total of 245 days of violation.

As described in Complainant Exh. 4, at p. 9, Fact Witness, Hector D. Ortiz, recommended the proposed penalty of \$146,425.49 based on both Claims 1 and 2. In computing the proposed penalty amount, Mr. Ortiz determined a penalty gravity component of \$93,424.00 based on the "length of the violations, the negative environmental effects to the receiving waters and human health, the importance of compliance and seriousness of the violation. See, Complainant's Exhibit 4, at p. 7.

Waterkeeper Alliance, Inc. v. E.P.A., 399 F.3d 486, 504 (2d Cir. 2005) and Service Oil, Inc. v. U.S.E.P.A., 590 F.3d 545 (8<sup>th</sup> Cir. 2009) both concluded that the Clean Water Act does not grant EPA with authority to assess administrative monetary penalties for failure to submit a timely permit application. Claim 1, thus, is not a valid basis for penalty assessment.

Waterkeeper, further concluded that "the Clean Water Act gives EPA jurisdiction to regulate and control only *actual* discharges – not potential discharges, and certainly not point sources themselves." Id., at 505 (emphasis in original). The penalty calculation also assumes that it rained on a continuous basis at the Altamira project site during a total of 245 days during which time, as a result, stormwater discharges occurred. This assumption is incorrect. Based on Complainant's own data, no more than, approximately, 26 rain events in excess of .5 inches occurred during the time described in Claim 2. Accordingly, without taking into consideration other factors such as duration and intensity, in addition to amount of rainfall, no more than 26 potential discharges of stormwater, without so admitting, could have occurred.

Complainant furthermore, has no evidence of harm to the environment or humans.

(C) *A detailed narrative statement explaining the factual and legal basis, and any and all documents it intends to rely upon in support, for its claim made on page 8 of its Answer that "the proposed penalty assessment is excessive, unwarranted, burdensome, and fails to take into account the factors identified in Section 309(g)(3) of the Clean Water Act, 33 U.S.C. §§ 1251 et seq., §1319(g)(3)".*

Same as response to (B) supra. In addition, we know from Complainants Exhibit 4, the September 23, 2009, Penalty Memorandum, that the \$146,425.49 is divided up as follows:

Gravity penalty component:	\$93,424.27
Economic Benefit Calculation:	\$18,001.22
Prior History of Violations:	\$10,000
Degree of Culpability:	\$25,000

According to the Complaint, the proposed penalty was determined in accordance with the applicable factors under 33 USC §1319(g)(3). These are: the nature, circumstances, extent and gravity of the violation and Respondents' prior compliance history, degree of culpability, economic benefits or savings accruing to Respondents by virtue of the violations, and Respondents' ability to pay the proposed penalty.

We do not know the breakdown of the \$93,424.27 among those factors, nor among the two claims.

Presumably Complainant's Fact Witness Ortiz, author of the Penalty Memorandum, assessed his penalty recommendation by applying EPA's gravity factor assessment guidelines as found in Complainants Exhibit 4c: "A framework for statute-specific approaches to penalty assessments: Implementing EPA's Policy on Civil Penalties". If he followed the guidelines, he must have broken down the top gravity factor –"Actual or possible harm"– into its four sub-factors: 1- amount of pollutant; 2- toxicity of pollutant, 3- sensitivity of the environment, and 4- length of time a violation continues.

Since there is no issue here of toxicity or sensitivity of the environment –the purported discharges occurred during land movement phase and there are no drinking water intakes or recreational facilities near the area– the only applicable gravity factors are amount of pollutants and length of time. Complainants has no measure or estimate or idea regarding the amount of pollutants and its calculation as to length of time is grossly exaggerated.

*(D) A detailed narrative statement explaining the factual and legal basis, and any and all documents it intends to rely upon in support for its claim made on page 8 of its Answer that "the proposed penalty assessment fails to consider that respondents presented a timely application to EPA, that EPA acknowledged it as complete, and that EPA failed to review within 30 days.*

Respondent first mailed an NOI on February 15, 2006. Respondent DAI's Exhibit 3. EPA did not act on it. Respondent mailed a second NOI on January 30, 2007. Again, it received no response from EPA. The information included in those

two filings was complete as the fact that Respondents' third submittal, Complainant's Exhibit 12, was accepted by EPA and is identical to the previous ones.

While the above is not presented as a total defense, it presents mitigating circumstances for any penalty assessment. Evidently, Respondent was not trying to get by without submitting an NOI. It submitted and resubmitted them, without a response from EPA.

*(E) A detailed narrative explaining the factual and legal basies, and any and all docuemnts it intends to rely upon in support of its "Affirmative Defesnes" set forth in its Answer on pages 8 through 11 (paragraphs 1-20 thereon):*

*1. The Complaint fails to state a claim upon which relief can be granted against Respondent.*

See, supra, paragraph (B).

*2. The Environmental Protection Agency lacks jurisdiction under the Clean Water Act. 33 U.S.C §§ 1251 et seq.*

Stormwater from the Project does not discharge directly into waters of the United States, either a surface body of water or wetlands. See, Complainants' Exhibits 13-13f.

*(3) As per clauses 7.14 and 7.16 of the Construction for Site, Temporary Pump Station, Sanitary Force Line and Water Distribution Off-Site contract between Quintas and Cidra, it was Cidra's duty to obtain the permit and it was Cidra's obligation not to proceed until it had obtained all approvals.*

Under Clause 7.14, Cidra agreed to be liable and responsible to the Owner form any and all liability arising or relating to its work at the project. Under 7.16 Cidra certified that it was familiar with all applicable rules and regulations and that all work would be done in compliance with them.

See **Respondent's DAI Exhibit 2. Construction for Site, Temporary Pump Station, Sanitary Force Line and Water Distribution Off-Site contract.**

*(4) Cidra had the day to day operational control of the activities necessary to comply with the storm water pollution prevention for the site.*

Cidra was the entity contracted by the owner to perform the work at the site.

See Respondent's DAI Exhibit 2. *Construction for Site, Temporary Pump Station, Sanitary Force Line and Water Distribution Off-Site contract.*

*(5) DAI submitted an NOI by certified mail in February 2006, receipt was acknowledged.*

See Respondent's DAI Exhibit 3.

*(6) DAI again submitted an NOI in January 2007 by certified mail.*

See Respondent's DAI Exhibit 4.

*(7) DAI submitted a third NOI, this time electronically in October 2007 this time on line.*

See Complainant's Exhibit 12.

*8. EPA was negligent in not reviewing the applications submitted in 2006 and 2007.*

See Section 3(D) above.

*9. On April 24, 2007 Quintas provided the EPA enforcement officer who visited the site on April 20, 2007, with copies of the SWPPP and NOI, as well as copies of the contract with Cidra, the Hydrological-Hydraulic study, and SWPPP inspection reports, among other documents. These documents had been given to Cidra in January 2007.*

This defense goes to the issue of gravity and economic benefit. It is evident that Respondent did not seek to obtain any economic advantages nor was trying to get by with non-compliance. This is not a case of egregious conduct that would raise real deterrence issues.

*10. At all times herein relevant, stormwaters from the Site which may have, without either so admitting or denying, gone beyond the Facility boundary, flowed onto terrain or land located between the Site and the "unnamed creek" described in the Complaint as a tributary of the "Río Canóvanas".*

Any stormwater discharges that may have occurred from the site entered terrain on the northern side of the Project that is not a jurisdictional wetland under the Clean Water Act. See, RX Cidra 4, 10 & 13.

*11. Any and all stormwaters that at all times herein relevant may have, without either so admitting or denying, gone beyond Facility property limits, flowed from the Site to terrain or land that is not a wetland, jurisdictional or otherwise.*

Same as supra 10.

12. *The waterbody described in the Complaint as an "intermittent creek" is actually an ephemeral creek.*

See, RX Cidra 3 & 4.

13. *The "intermittent creek" described in the Administrative Complaint is not a relatively permanent, standing or continuously flowing body of water, forming geographic features that are described in ordinary parlance as streams, oceans, rivers or lakes.*

Same as supra 12.

14. *Any terrain that, at all times herein relevant, may have, without either so admitting or denying, received stormwaters from the Site, was not adjacent to waters considered "waters of the United States" pursuant to Environmental Protection Agency regulations at 40 C.F.R. 230.3.*

Same as supra 12.

15. *Any terrain that, at all times herein relevant, may have, without either so admitting or denying, received stormwaters from the Site, did not have a continuous surface connection to waterbodies that are "waters of the United States".*

Same as supra 12 and, in addition, RX Cidra 6 & 7.

16. *There is no "significant nexus" between terrain that at all times herein relevant may have, without either so admitting or denying, received stormwaters from the Facility and the closest "traditional navigable waters".*

Respondent understands that, based on the U.S. Supreme Court decision in Rapanos v. United States, 126 S. Ct. 2208 (2006), and applicable EPA/Corp Guidance (RX Cidra 13), stormwater discharges which may have occurred from the Project site, which is denied, did not and do not have a "significant nexus" with the nearest Traditional Navigable Waters, the Río Grande de Loiza. See, RX Cidra 6 & 7.

17. *To the extent that Respondents acts or omissions may, without either so admitting or denying, be in non compliance with Section 401 of the Clean Water Act, 33 U.S.C. § 1342, those failures are de minimis in nature, have created no danger to health and public safety or human welfare, a danger to the environment, or adversely impacted the hydrological or ecological functions and attributes of "waters of the United States".*



Stormwaters discharged from the Project site, are from a construction site, not from industrial activity and, thus, did not contain substances classified as toxic or hazardous under applicable laws and regulations. The duration and amount of these discharges, occurring at the utmost, during no more than 26 days, did not reach potable water sources or adversely impact wildlife habitat or endanger public health.

*18. Any and all actions or omissions concerning compliance with "Clean Water Act" Sections 301 and 402, 33 U.S.C. §§1311, 1342, have not resulted in any economic benefit to "Respondent".*

DAI or Quintas were not legally required to obtain coverage by filing a NOI and, upon being notified by EPA, promptly stopped all construction activity at the site and promptly implemented all actions required by Mr. Hector Ortiz.

*19. Respondent has, at all times, acted in good faith.*

Same as 18 above.

*20. Respondents have caused no prejudice by initiating work a full year after the submittal of the first NOI.*

Same as 18 above.

*(F) if Respondent DAI takes the position that it is unable to pay the proposed penalty, a copy of any and all documents upon which it intends to rely in support of such position:*

Las Quintas has no cash or cash equivalents, and its only asset is the property. It is currently in conversations with its lender Banco Santander to surrender the property to the bank. Myrna Diaz, Construction Department Vice-President, Banco Santander, may be called to testify on this matter.

*(G) if Repondent DAI takes the position that the proposed penalty should be reduced or eliminated on any other grounds, a copy of any and all documents upon which it intends to rely in support of such position.*

Respondent has no additional arguments, besides those previously expressed, regarding the need to reduce or eliminate the proposed penalty.

**CERTIFICATE OF SERVICE:** This Respondent Desarrollos Altamira I, Inc.'s Prehearing Exchange has been notified by certified mail, return receipt requested: Copy to The Honorable Susan L. Biro, Chief Administrative Law Judge, Office of Administrative Law Judges, U.S. Environmental Protection Agency, Franklin Court Building, 1099 14th Street, N.W., Suite 350, Washington D.C. 20460; Original and

Repondent DAI's Prehearing Exchange  
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Copy to Karen Maples, Regional Hearing Clerk, U.S. EPA, Region 2, 290 Broadway - 16th Floor, New York, New York 10007; copy by mail to Ms. Silvia Carreño-Coll and Roberto M. Durango, Office of Regional Counsel, Caribbean Team, U.S. Environmental Protection Agency - Region 2, 1492 Ponce de León Ave., Suite 417, San Juan, Puerto Rico 00907-1866, and Patricio Martínez Lorenzo, 416 Ponce de León Avenue, Hato Rey, Puerto Rico 00918-

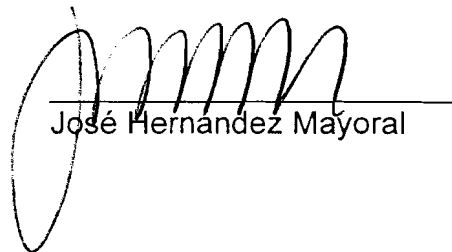
In San Juan, Puerto Rico this 14th day of May, 2010.

Respectfully submitted.

**JOSE HERNANDEZ MAYORAL**

Attorney for Respondent  
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LAS QUINTAS 957, INC.  
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By:

  
José Hernández Mayoral

Respondent is not enclosing copies of those exhibits notified by Complainant as part of its Prehearing Exchange but will do so if required and proposes that these, in the future, be marked as Joint Exhibits.

- File 2

EXHIBIT  
Respondent DAI's  
1

PRIMERA COPIA CERTIFICADA  
EXPEDIDA A FAVOR DE  
Las Quintas 957, Inc.  
EN EL MISMO DÍA, MES Y AÑO  
DE SU OTORGAMIENTO. DOY FE

*Rodney W. Colón*  
NOTARIO PÚBLICO

*JAG*

*[Handwritten mark]*

*A*

-----**ESCRITURA OCIENTA Y CUATRO (84)**-----

-----**SEGREGACIÓN Y COMPRAVENTA**-----

---En la ciudad de San Juan, Puerto Rico, a los trece (13) días del mes de diciembre del año dos mil seis (2006).-----

-----**ANTE MÍ**-----

---**RODNEY W. COLÓN ORTIZ**, Abogado y Notario de la Isla de Puerto Rico, con residencia en San Juan, Puerto Rico, y estudio abierto en el Segundo Piso del Anexo del Edificio MCS Plaza, Suite A-267 en el Barrio Hato Rey, 255 Ave. Ponce de León, de la ciudad de San Juan, Puerto Rico.---

-----**COMPARECEN**-----

---**DE LA PRIMERA PARTE: DESARROLLOS ALTAMIRA I, INC.** (Seguro Patronal Número 66-11424317), en adelante denominado como el "Propietario", una corporación organizada bajo las leyes del Estado Libre Asociado de Puerto Rico, representada en este acto por su Vicepresidente, Julio Torres Jiménez, mayor de edad, casado, ejecutivo y residente de Gurabo, Puerto Rico, cuya autoridad para comparecer en esta Escritura en nombre y representación del Propietario se desprende del certificado de resolución corporativa de trece (13) de diciembre de dos mil seis (2006), firmado por la Secretaria del Propietario bajo el testimonio número \_\_\_\_\_ del Notario Público Autorizante, el original de dicho certificado será anejado como documento complementario a la primera copia certificada de esta Escritura cuando sea presentada en el Registro de la Propiedad de Puerto Rico.-----

---**DE LA SEGUNDA PARTE: LAS QUINTAS 957, INC.** (Seguro Patronal Número 66-0686288), en adelante denominado como el "Comprador", una corporación organizada bajo las leyes del Estado Libre Asociado de Puerto Rico, representada en este acto por su Presidente, Ramón Mac Crohon Blanco, mayor de edad, casado, ejecutivo y residente de San Juan, Puerto Rico, cuya autoridad para comparecer en esta Escritura

en nombre y representación del Comprador se desprende del certificado de resolución corporativa de trece (13) de diciembre de dos mil seis (2006), firmado por la Secretaria del Comprador bajo el testimonio número \_\_\_\_\_ del Notario Público Autorizante, el original de dicho certificado será anejado como documento complementario a la primera copia certificada de esta Escritura cuando sea presentada en el Registro de la Propiedad de Puerto Rico.-----

---En adelante, el Propietario y el Comprador podrán ser denominados colectivamente como las "Partes".-----

---Yo, el Notario Público Autorizante, DOY FE de conocer personalmente al representante de las Partes y por sus dichos, que creo ciertos, la doy también en cuanto a su edad, estado civil, ocupación y vecindad. Me aseguran las Partes tener, y a mi juicio tienen, la capacidad legal necesaria para el otorgamiento de esta Escritura, y en tal virtud libre y voluntariamente:-----

-----**EXPONEN**-----

---PRIMERO: El Propietario es dueño en pleno dominio y está en posesión legal y física del bien inmueble que se describe en el Registro de la Propiedad de Puerto Rico, Sección Tercera de Carolina ("Registro de la Propiedad") (en adelante denominada como la "Propiedad") como sigue:-----

---"RUSTICA: Compuesta de cuatrocientos cuarenta y nueve mil doscientos setenta y ocho punto ocho nueve seis metros cuadrados (449,278.596 m.c.) equivalentes a ciento catorce punto tres cero nueve (114.309) cuerdas. Sitá en el Barrio Campo Rico del término municipal de Canóvanas, Puerto Rico. En lindes por el Norte, con Benicia Vázquez Meléndez, Alfonso Pastrana y Sucesión García; por el Este, con José Pagán Mundo y Señor Juan García Correa; por el Sur, con la Carretera Puerto Rico Número Novecientos Cincuenta y Siete (PR-957); y por el Oeste, con Alfonso Pastrana, Hacienda Santa Ana y la Carretera Puerto Rico Número Novecientos Cincuenta y Siete (PR-957)..-----

---La antes expuesta descripción de la Propiedad surge de la Escritura Número Veintifuno (21), otorgada en San Juan, Puerto Rico, el veinte (20) de marzo de dos mil seis (2006), ante el Notario Público Autorizante, la cual consta presentada y pendiente de inscripción al asiento 1,342 del diario 229, Registro de la Propiedad."-----

—SEGUNDO: El Propietario adquirió la Propiedad según la Escritura Número Veinituno (21), otorgada en San Juan, Puerto Rico, el veinte (20) de marzo de dos mil seis (2006), ante el Notario Público Rodney W. Colón Ortiz, la cual consta presentada y pendiente de inscripción al asiento 1,342 del diario 229, Registro de la Propiedad, mediante la agrupación de las siguientes propiedades: (i) Finca Número 7,529, la cual consta inscrita al Folio 157 vuelto del Tomo 149 de Canóvanas, Registro de la Propiedad; (ii) Finca Número 7,532, la cual consta inscrita al Folio 177 vuelto del Tomo 149 de Canóvanas, Registro de la Propiedad; (iii) Finca Número 7,534, la cual consta inscrita al Folio 192 del Tomo 149 de Canóvanas, Registro de la Propiedad; (iv) Finca Número 7,535, la cual consta inscrita al Folio 199 del Tomo 149 de Canóvanas, Registro de la Propiedad; (v) Finca Número 7,531, la cual consta inscrita al Folio 169 vuelto del Tomo 149 de Canóvanas, Registro de la Propiedad.

----- CARGAS Y GRAVÁMENES -----

—TERCERO: Según estudio de título preparado por Hato Rey Title Insurance Agency, Inc., para cada una de las fincas agrupadas, todos con fecha del veinte y siete (27) de noviembre de dos mil seis (2006), la Propiedad se encuentra afecta a las siguientes cargas y gravámenes:-----

---Por su procedencia:-----

---(i) Hipoteca en garantía de un pagaré a favor de Eurobank, por la suma principal de Un Millón Ochocientos Cincuenta y Tres Mil Novecientos Dólares (\$1,853,900.00) con interés a la tasa preferencial y vencimiento a la presentación, constituida por la Escritura Número Trescientos Cincuenta y Cuatro (354), otorgada en San Juan, Puerto Rico, el día nueve (9) de septiembre de dos mil dos (2002) ante el Notario Público Nelson William González, la cual consta presentada y pendiente de inscripción al asiento 270 del diario 170 de Registro de la Propiedad. La antes descrita hipoteca fue cancelada en su totalidad mediante la Escritura Número 83, otorgada en

San Juan, Puerto Rico, el trece (13) de diciembre de dos mil seis (2006),  
ante el Notario Público Rodney W. Colón Ortiz.

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**SEGREGACIÓN**  
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---CUARTO: Manifiesta el Propietario que la Administración de Reglamentos y Permisos ("ARPE"), mediante certificado de Aprobación de Plano de Inscripción para Segregación para Financiamiento, expedido en el Caso Número 06SF2-CET00-05494 el diecinueve (19) de julio de dos mil seis (2006), según modificado por el certificado de Aprobación de Plano de Inscripción para Segregación para Financiamiento, expedido por ARPE el once (11) de diciembre de dos mil seis (2006) para aclarar ciertos particulares en cuanto la cabida de la finca original (el "Certificado") (el original del cual junto con el original del certificado de aclaración se anejarán a la primera copia certificada de esta Escritura), aprobó el Plano de Inscripción para la Segregación de la Parcelas, preparado por el Ingeniero Roberto López Rosario (copia certificada de dicho plano aprobado por ARPE se anejará a la primera copia certificada de esta Escritura), y autorizó la segregación de las Parcelas.

---QUINTO: A tenor el Certificado, el Propietario desea segregar, y por la presente segrega de la Propiedad las Parcelas que se describen a continuación para que las mismas formen fincas separadas e independientes en el Registro de la Propiedad.

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**PARCELA NÚMERO 5**  
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---"RÚSTICA: Parcela de terreno identificada en el Plano de Inscripción para Segregación como la Parcela Número Cinco (5), compuesta de siete mil noventa y siete punto cinco siete tres cuatro metros cuadrados (7,097.5734 m.c.) equivalentes a uno punto ocho cero cinco ocho (1.8058) cuerdas. Sita en el Barrio Campo Rico del término municipal de Canóvanas, Puerto Rico. En lindes por el Norte, en una distancia de ciento noventa punto ocho dos uno metros (190.821 m.) con Señor Correa; por el Este, en una distancia de ochenta punto dos siete uno metros (80.271 m.) con camino municipal que a su vez colinda con el remanente de la finca de donde se segrega; por el Sur, en una distancia de ciento ochenta y cinco punto dos cinco ocho metros (185.258 m.) con la Carretera Puerto Rico Número Novecientos Cincuenta y Siete (PR-957); y por el Oeste, en una distancia de doce punto tres seis uno metros

(12.361m.) con camino municipal que a su vez colinda con la parcela identificada en el Plano de Inscripción para Segregación como la Parcela Número Tres (2).

----- PARCELA NÚMERO 4 -----

---"RÚSTICA: Parcela de terreno identificada en el Plano de Inscripción para Segregación como la Parcela Número Cuatro (4), compuesta de treinta y un mil quinientos veinte y siete punto siete cuatro cuatro tres metros cuadrados (31,527.7443 m.c.) equivalentes a ocho punto cero dos uno cinco (8.0215) cuerdas. Sita en el Barrio Campo Rico del término municipal de Canóvanas, Puerto Rico. En lindes por el Norte, en una distancia de doscientos veinte y ocho punto cuatro cero siete metros (228.407 m.) con la Carretera Puerto Rico Número Novecientos Cincuenta y Siete (PR-957), que a su vez colinda con la parcela identificada en el Plano de Inscripción para Segregación como la Parcela Número Uno (1); por el Este, en una distancia de ciento noventa punto seis nueve uno metros (190.691 m.) con la Carretera Puerto Rico Número Novecientos Cincuenta y Siete (PR-957), que a su vez colinda con parcela identificada en el Plano de Inscripción para Segregación como la Parcela Número Uno (1); por el Sur, en una distancia de trescientos diez y nueve punto ocho nueve siete metros (319.897 m.) con Hacienda Santa Marta; y por el Oeste, en una distancia de ciento sesenta y tres punto seis seis nueve metros (163.669 m.) con Hacienda Santa Marta.

----- PARCELA NÚMERO 3 -----

---"RÚSTICA: Parcela de terreno identificada en el Plano de Inscripción para Segregación como la Parcela Número Tres (3), compuesta de ciento cincuenta y cuatro mil setecientos cuarenta y uno punto uno cero cero seis metros cuadrados (154,741.1006 m.c.) equivalentes a treinta y nueve punto tres siete cero tres (39.3703) cuerdas. Sita en el Barrio Campo Rico del término municipal de Canóvanas, Puerto Rico. En lindes por el Norte en una distancia de quinientos noventa y siete punto cinco dos siete metros (597.527 m.) con la parcela identificada en el Plano de Inscripción para Segregación como la Parcela Número Dos (2); por el Este en una distancia de cuatrocientos veinte y tres punto uno cuatro uno metros (423.141 m.) con José Pagan Mundo, Señor Correa y con camino municipal, que a su vez colinda con parcela identificada en el Plano de Inscripción para Segregación como la Parcela Número Cinco (5); por el Sur en una distancia de seiscientos veinte y cinco punto cuatro uno ocho metros (625.418 m.) con la Carretera Puerto Rico Número Novecientos Cincuenta y Siete (PR-957); y por el Oeste en una distancia de doscientos cuarenta y cinco punto uno tres metros (245.13 m.) con la parcela identificada en el Plano de Inscripción para Segregación como la Parcela Número Dos (2).

----- PARCELA NÚMERO 2 -----

---"RÚSTICA: Parcela de terreno identificada en el Plano de Inscripción para Segregación como la Parcela Número Dos (2), compuesta de setenta y ocho mil seiscientos treinta y tres punto tres uno dos metros cuadrados (78,633.3124 m.c.) equivalentes a veinte punto cero cero seis cinco (20.0065) cuerdas. Sita en el Barrio Campo Rico del término

municipal de Canóvanas, Puerto Rico. En linderos por el Norte, en una distancia de quinientos cuarenta y tres punto seis seis metros (543.66 m.) con Sucesión García y con parcela identificada en el Plano de Inscripción para Segregación como la Parcela Número Uno (1); por el Este, en una distancia de ciento cincuenta y siete punto nueve tres metros (157.93 m.) con José Pagan Mundo; por el Sur, en una distancia de ochocientos cincuenta y siete punto seis cinco siete metros (857.657 m.) con la parcela identificada en el Plano de Inscripción para Segregación como la Parcela Número Tres (3) y con la Carretera Puerto Rico Número Novcientos Cincuenta y Siete (PR-957); y por el Oeste, en una distancia de cuatrocientos cincuenta y cuatro punto tres seis cinco metros (454.365 m.) con parcela identificada en el Plano de Inscripción para Segregación como la Parcela Número Uno (1).

----- PARCELA NÚMERO 1 -----

---RÚSTICA: Parcela de terreno identificada en el Plano de Inscripción para Segregación como la Parcela Número Uno (1), compuesta de ciento setenta mil ciento sesenta y siete punto dos siete cuatro ocho metros cuadrados (170,167.2748 m.c.) equivalentes a cuarenta y tres punto dos nueve cinco dos (43.2952) cuerdas. Sita en el Barrio Campo Rico del término municipal de Canóvanas, Puerto Rico. En linderos por el Norte en una distancia de ochocientos siete punto cinco ocho siete metros (807.587 m.) con Alfonso Pastrana y con la Sucesión García; por el Este, en una distancia de seiscientos cuarenta y seis punto siete dos metros (746.72 m.) con la parcela identificada en el Plano de Inscripción para Segregación como la Parcela Número Dos (2); por el Sur, en una distancia de ciento treinta y ocho punto ocho siete nueve metros (138.879 m.) con la Carretera Puerto Rico Número Novcientos Cincuenta y Siete (PR-957); y por el Oeste, en una distancia de seiscientos cincuenta y cinco punto seis cuatro uno metros (655.641m.) con la Carretera Puerto Rico Número Novcientos Cincuenta y Siete (PR-957).

---SEXTO: Para efectos únicamente de su inscripción en el Registro de la Propiedad las antes descritas segregaciones se valoran de la siguiente manera: la segregación de la Parcela Número 5 en Mil Dólares (\$1,000); la segregación de la Parcela Número 4 en Mil Dólares (\$1,000); la segregación de la Parcela Número 3 en Mil Dólares (\$1,000); la segregación de la Parcela Número 2 en Mil Dólares (\$1,000); y la segregación de la Parcela Número 1 en Mil Dólares (\$1,000).

---SÉPTIMO: Luego de efectuadas las antes descritas segregaciones, el remanente de la Propiedad (en adelante denominado, en ocasiones, como el "Remanente"), se describe como sigue:

---"REMANENTE: RÚSTICA: Parcela de terreno identificada en el Plano de Inscripción para Segregación como Remanente, compuesta de



siete mil ciento once punto ocho nueve cero seis metros cuadrados (7,111.8906 m.c.) equivalentes a uno punto ocho cero nueve cinco (1.8095) cuerdas. Sitá en el Barrio Campo Rico del término municipal de Camóvanas, Puerto Rico. En lindes por el Norte, en una distancia de ciento veinte y ocho punto ocho tres siete metros (128.837 m.) con Santos Pastor; por el Este, en una distancia de ochenta y tres punto seis cinco dos metros (83.652 m.) con Francisco Castro Vives; por el Sur, en una distancia de ciento diez punto uno nueve ocho metros (110.198 m.) con la Carretera Puerto Rico Número Novecientos Cincuenta y Siete (PR-957); y por el Oeste, en una distancia de cuarenta y uno punto ocho cero nueve metros (41.809 m.) con camino municipal que a su vez colinda con la parcela identificada en el Plano de Inscripción para Segregación como la Parcela Número Dos (2)."

COMPRAVENTA

---OCTAVO: El Propietario y el Comprador tienen convenida la compraventa de la Parcela Número 1, y la llevan a efecto conforme a las siguientes:---

CLÁUSULAS Y CONDICIONES

---PRIMERA: El Propietario por la presente vende, cede y traspasa la Parcela Número 1 a favor del Comprador, quien la acepta y compra con todos sus usos, derechos y servidumbres y sin reserva o limitación de clase alguna.---

---SEGUNDA: El precio convenido de esta compraventa es la suma de CINCO MILLONES DE DÓLARES (\$5,000,000.00), los cuales el Propietario manifiesta haber recibido del Comprador, en este acto, en moneda legal y corriente de los Estados Unidos de América mediante cheque bancario.---

---El Propietario manifiesta haber recibido las sumas de dinero como pago total de precio de compraventa, por lo que, otorga al Comprador la más eficaz y legal carta de pago por dicho precio total de compraventa.---

---TERCERA: El Comprador, sin más requisito que el presente otorgamiento, entra en la inmediata posesión real y pacífica de la Parcela Número 1, a título de dueño, obligándose el Propietario al saneamiento por evicción conforme a derecho.---

---CUARTA: Es convenido por las Partes que el pago de las contribuciones territoriales que se imponen o hayan impuesto sobre la Parcela Número 1 hasta la fecha de este otorgamiento serán responsabilidad del Propietario y las impuestas de esta fecha y en lo adelante, serán responsabilidad del Comprador.

---QUINTA: Advertí a las Partes, particularmente al Comprador, sobre la conveniencia de obtener un certificado de deuda emitido por el Centro de Recaudación de Impuestos Municipales ("CRIM") antes del otorgamiento de esta Escritura, para así corroborar la existencia de cualquier deuda contributiva que pueda afectar la Parcela Número 1 o le imponga a la Parcela Número 1 una carga o gravamen.

---SEXTA: Reconoce el Comprador que el Notario Público Autorizante le ha advertido que le compete a al Comprador el deber de tramitar, presentar y gestionar rápidamente el correspondiente traspaso en los registros sobre tributación de la Parcela Número 1 del Departamento de Hacienda, el traspaso de titularidad de la Parcela Número 1 en el CRIM y las consecuencias del envío de la Planilla Informativa sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles al Departamento de Hacienda, que los transmitentes han de firmar bajo su responsabilidad y afirmación de que la información contenida en la misma es una veraz y completa.

---SÉPTIMA: El Comprador, acepta la Parcela Número 1 en el estado en que se encuentra ("*in as is condition*") luego de la inspección realizada a la misma.

---OCTAVA: Las Partes, manifiestan haber recibido copia del estudio de título, en el cual se expresa la situación registral de la Propiedad y sus cargas y gravámenes. Manifiestan las Partes que conocen el contenido del referido estudio de título y que, de Buena Fe, han descansado en la veracidad del mismo, por entenderlo correcto y completo. El referido estudio de título ha sido preparado por Hato Rey Title Insurance Agency,

Inc., una entidad privada, ajena al Notario Público Autorizante y a las Partes, dedicada a realizar estudios de título. Reconocen las Partes que el Notario Público Autorizante les ha explicado el alcance y significado de lo que expresa el Estudio de Título relacionado y manifiestan que a su mejor conocimiento, dicho estudio refleja la realidad sobre la titularidad y cargas de la Propiedad al día de hoy. Así mismo, reconocen que el Notario Público Autorizante les ha advertido de la conveniencia de que se acredite el estado de cargas existentes sobre la Propiedad mediante la obtención de una certificación del Registro de la Propiedad, o que lo comprueben directamente, examinando personalmente los libros del Registro de la Propiedad. De igual forma, aceptan las Partes que se les ha advertido que la expedición de dicha certificación o la realización del estudio de título registral, sólo representan el estado registral de la Propiedad a la fecha de la expedición de dicha certificación o estudio, de manera tal que las cargas y/o títulos presentados y/o inscritos con posterioridad a dicha fecha, pueden afectar el estado legal de la Propiedad.

—Le expliqué a las Partes que el hecho de quedar pendientes de presentación y/o de la existencia de títulos presentados en el Registro de la Propiedad no es garantía para la inscripción automática del título que se trate. Dichos documentos quedan sujetos al examen y calificación de rigor por el Registrador de la Propiedad, quien habrá de inscribirlos luego de cerciorarse de su corrección y del cumplimiento con los requisitos formales y sustantivos de ley. A tales efectos, las Partes, particularmente el Propietario, entienden y se comprometen a prestar la cooperación que sea necesaria cuando le sea requerida para subsanar y/o corregir faltas que retrasen la inscripción de los títulos presentados.

—Advertí también a las Partes sobre la necesidad y conveniencia de presentar copia certificada de esta Escritura en el Registro de la Propiedad para que proceda con su inscripción y goce de plena protección contra terceros el título

que por este acuerdo se traspasa. Entienden las Partes que la presentación de la copia certificada e inscripción de esta Escritura en el Registro de la Propiedad conlleva el pago de los correspondientes aranceles requeridos por Ley.

---NOVENA: El Notario Público Autorizante advierte a las Partes que de encontrarse en una zona inundable la Parcela Número 1 objeto de esta transacción, cualquier titular y/o ocupante presente y futuro del mismo, queda obligado por ley a observar y cumplir con los requerimientos y disposiciones del Reglamento sobre Zonas Susceptibles de Inundación, bajo apercibimiento de incumplir con los mismos resultaría en un acto ilegal, a tenor con las disposiciones de la Sección tres (3) de la Ley Once (11), del ocho (8) de marzo de mil novecientos ochenta y ocho (1988) sobre Zonas Inundables, 23 L.P.R.A. Sec. 225g. Las Partes reconocen estar plenamente advertidas sobre este requisito y se obligan a su fiel cumplimiento en caso de que les sea de aplicación el mismo.

---DÉCIMO: El Propietario le representa y garantiza al Comprador lo siguiente:

---(a) La Parcela Número 1 siempre se ha dedicado a usos agrícolas y residenciales y nunca se han dedicado a uso industrial;

---(b) El Propietario es el titular registral y dueña en pleno dominio de la Parcela Número 1, libre de cargas y gravámenes de cualquier naturaleza, con excepción a las cargas y gravámenes descritas en el párrafo TERCERO de esta Escritura.

---(c) El Propietario no es parte en ningún contrato para vender, ceder, transferir, disponer, conceder derechos de tanteo ("rights of first refusal") o derechos similares o de otra forma disponer de cualquier parte o porción(es) de la Parcela Número 1.

---(d) El Propietario, y ninguna persona que reclame por esta o a su nombre o para su beneficio, habrá a la fecha del otorgamiento de esta Escritura,

pennitido o tolerado circunstancia alguna que haya resultado o pudiese resultar en la constitución de alguna carga, gravamen, o derecho a favor de terceros respecto a la Parcela Número 1 o cualquier parte de esta o interés sobre o respecto a la misma. A la fecha del otorgamiento de esta Escritura no existen arrendamientos o cualquier otro acuerdo o contrato relacionado con o para conceder derechos de uso o posesión respecto a la Parcela Número 1, o a cualquier parte de esta, obligándose el Propietario al saneamiento por evicción conforme a derecho.-----

---(e) A la fecha del otorgamiento de esta Escritura no se encuentra pendiente y, según el mejor conocimiento del Propietario, no se ha amenazado ningún procedimiento legal (judicial, administrativo, o de cualquier otra índole), en contra del Propietario o de (o respecto a) la Parcela Número 1 que, de ser resuelto en contra del Propietario o la Parcela Número 1, pudiese tener un efecto material y adverso respecto al Propietario o la Parcela Número 1, en términos de su habilidad para llevar a cabo la transacción aquí contemplada, o la condición, física o de otra índole, del Propietario o la Parcela Número 1.-----

---(f) La Parcela Número 1 ha sido y, a la fecha del otorgamiento de esta Escritura es, operada por el Propietario de conformidad con todas las leyes, reglamentos y otros requerimientos legales aplicables, incluyendo, sin que se entienda como una limitación, a reglamentación referente a la zonificación de la Parcela Número 1, y a la legislación y reglamentación ambiental aplicable.-----

---(g) A la fecha del otorgamiento de esta Escritura no existen, requerimientos o peticiones de persona alguna respecto a restauraciones, reparaciones o remediaciones referentes a la Parcela Número 1 que no hayan sido satisfechos.-----

---(h) A la fecha del otorgamiento de esta Escritura, el Propietario no tiene conocimiento de, ni ha sido notificada sobre, ninguna reclamación por

cualquier agencia gubernamental o instrumentalidad pública, ya sea del Estado Libre Asociado de Puerto Rico o del Gobierno Federal de los Estados Unidos de América, a los efectos de que la construcción, operación, o uso de la Parcela Número 1, o parte de esta, se ha llevado a cabo en violación a cualquier requerimiento legal aplicable, o que una reclamación de esa índole o una investigación a esos efectos esta bajo consideración. --

--(i) Excepto por esta Escritura, y cualquier otro contrato entre las Partes relacionado a la compraventa de la Parcela Número 1, no existen contratos relacionados a la Parcela Número 1.

--(j) A la fecha del otorgamiento de esta Escritura no se encuentran pendientes, y el Propietario no tiene conocimiento ni ha sido notificada a los efectos de que se este realizando o contemplando, valoración, tasación, o imposición contributiva especial o extraordinaria alguna con respecto a la Parcela Número 1. La Parcela Número 1 no ha sido re-tasada o re-valorada para efectos contributivos, por el CRIM o ninguna agencia o instrumentalidad gubernamental durante el periodo de doce (12) meses previo la fecha del otorgamiento esta Escritura.

---(k) El Propietario no ha sido notificado, ni conoce sobre, la existencia de cualquier plan, estudio, o esfuerzo de clase alguna que no se le haya notificado al Comprador, que pudiese afectar de forma adversa y material, el uso o zonificación corriente de la Parcela Número 1, o que fuera conducente as la modificación o realineación de cualquier carretera, calle, marginal o vía de transito adyacente a la Parcela Número 1.

---(l) No existen hechos materiales relacionados con la titularidad, uso u operación de la Parcela Número 1 que el Propietario no le haya divulgado al Comprador.

---(m) El Propietario no le ha concedido derecho de paso o de servidumbre a persona alguna ni tampoco a constituido servidumbre alguna sobre la Parcela Número 1, quedando ésta como el predio sirviente de cualquier otra

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propiedad o parcela del Propietario o cualquier predio colindante de la Parcela Número 1: \_\_\_\_\_

---(n) La Parcela Número 1 nunca ha sido utilizada como un vertedero de desperdicios sólidos, tóxicos o no tóxicos e industriales o residenciales, y nunca se ha llevado a cabo en la Parcela Número 1 la instalación, producción, disposición, o almacenamiento, de sustancias o materiales peligrosos (según definidos en la reglamentación ambiental aplicable), por parte del Propietario, o, por cualquier arrendatario, o propietario, u ocupante anterior de la Parcela Número 1. Ningún material o sustancia peligrosa en cantidades que excedan los límites permitidos por la reglamentación ambiental aplicable han sido instalados, usados, generados, producidos, tratados, manejados, refinados, procesados, descargados, o de otra manera existen en o dentro de la Parcela Número 1 o cualquier parte de esta, ni han sido dispuestos o descargados desde la Parcela Número 1 o cualquier parte de esta. No se ha llevado a cabo en la Parcela Número 1 ninguna actividad que causaría: (i) que la Parcela Número 1 o cualquier parte de esta se convirtiera en una facilidad para el tratamiento, almacenamiento, o disposición de desperdicios peligrosos, para propósitos de, o que pudiesen causar que la Parcela Número 1 caiga bajo el alcance de, la reglamentación ambiental aplicable; (ii) la descarga o la potencial descarga de materiales o sustancias peligrosas hacia o dentro de cualquier curso o cuerpo de agua superficial o subterráneo, o manglar, o el descargo a la atmósfera de cualquier material o sustancia peligrosa para lo actual se requeriría un permiso o autorización bajo cualquier ley ambiental aplicable. En ningún momento se instalaron o localizaron en la Parcela Número 1 o en cualquier parte de la misma, tanques subterráneos, o depósitos subterráneos de materiales o sustancias peligrosas, los cuales hayan sido posteriormente rellenados o removidos. \_\_\_\_\_

---DÉCIMO TERCERA: El Propietario pagará los honorarios notariales, los sellos de rentas internas correspondientes al original de esta Escritura de compraventa, y los sellos para la cancelación de cualquier gravamen. El Comprador pagará los honorarios notariales y los sellos de rentas internas correspondientes a la primera copia certificada de esta Escritura de compraventa, sellos, comprobantes y gastos de presentación e inscripción de esta Escritura de compraventa en el Registro de la Propiedad.-----

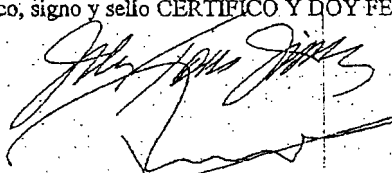
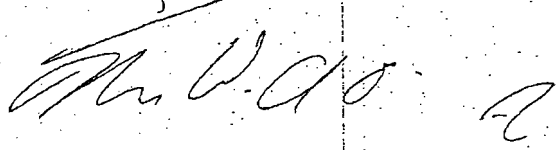
-----LECTURA, ACEPTACIÓN Y OTORGAMIENTO-----

---Leída la presente Escritura por mí, el Notario Público Autorizante y por las Partes, éstas se ratifican en su contenido y la aceptan en todas sus partes por encontrarla conforme a sus deseos e instrucciones.-----

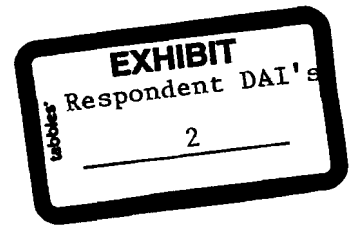
---Yo, el Notario Publico Autorizante, advierto a las Partes, en específico al Comprador, sobre la conveniencia de presentar copia de esta Escritura en el Registro de la Propiedad; y les hago además todas las advertencias legales pertinentes a este otorgamiento, de las cuales dichos otorgantes manifiestan haber quedado enterados, luego de renunciar estos al derecho que les advertí tenían de requerir la presencia de testigos instrumentales en este otorgamiento.-----

---Enterados y conformes los otorgantes estampan sus iniciales en todos los folios de esta Escritura y la firman ANTE MÍ.-----

---Y de todo lo que afirmo o relato en este instrumento público, así como de qué en su otorgamiento se observaron las disposiciones de nuestra vigente Ley Notarial, Yo, el Notario Público Autorizante en señal de lo cual firmo, rubrico, signo y sello CERTIFICO Y DOY FE.-----





# Construction Contract Agreement

Las Quintas de Hacienda Altamira: 152 units

Construction for Site, Temporary Pump Station, Sanitary Force Line and Water Distribution Off - Site.

The Owner- LAS QUINTAS 957, Inc.

The Contractor- Cidra Excavation, S.E.

Date: 22 MAY 2006

ARTICLE 1  
THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 7.

ARTICLE 2  
THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

- A) Site Improvements
- B) Water Distribution Off-Site
- C) Sanitary Force Line & Temporary Pump Station
- D) Widening of Road PR 957

for the project Las Quintas "Hacienda Altamira" in Canóvanas, as per plans and specifications prepared by Lopez & Associates. The project consists of the site development of 152 of "single-family" units. Case no. 05DAZ-CET00-10363, Temporary pump station, PR #957 Widening, and main entrance Ref: 2000-30-0279-JPU.

ARTICLE 3  
DURATION OF PROJECT

The work to be performed under this Contract shall be commenced ten (10) days after the execution of this contract provided the following conditions are met: 1) the Owner shall have completed the closing of the interim financing and received a commitment for permanent financing of the project with a financial institution which shall issue a letter to the effect that: the total amount of the construction contract is included in said financing and will be used solely for the purpose of paying the amount stipulated in the construction contract or until notice of commencement is given by the owner.

Time is of the essence in the performance of the work referred to in this contract and the the project shall be completed in thirty (30) months from the notice to proceed according to the project schedule as, incorporated as Exhibit 1. It is of the essence of this Agreement that Contractor commences deliveries of lots pads no later than the end of the fourth (4<sup>th</sup>) month following execution of this Agreement, as per Exhibit 1 and Exhibit 2.

Thereafter and at all times, the Contractor shall maintain deliveries of 12 lot pads in accordance with Exhibit 2. Additionally, it is of the essence of this agreement that contractor deliver to owner water distribution offsite, sanitary force line and temporary pump station (including AAA connections) and widening of Road PR-957, on or before the eight (8<sup>th</sup>) month following the execution of this Agreement. Within ten days of the execution hereof, the contractor shall commence the work. As a penalty for any delay in the Project Schedule by the time agreed to and under the terms of this agreement, the Contractor shall pay to the Owner: **FIFTY (\$50,000) per month**

... in the delivery of houses in excess of the scheduled delivery set forth in Exhibit 2.

#### ARTICLE 4 CONTRACT SUM

4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be: EIGHT MILLION DOLLARS (\$8,000,000), for the development of the site and improvements for the construction of 152 housing units. Other than as set forth in the immediately preceding sentence, the contract sum may only be varied pursuant to permitted changes, additions and deductions, as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following Lump Sum Prices which are described in the Contract Documents and are hereby accepted by the Owner and Contractor:

LUMP SUM PRICE OF \$ 7,507,462 for the site;  
LUMP SUM PRICE OF \$ 100,000 for water distribution offsite  
LUMP SUM PRICE OF \$ 206,440 for sanitary force line & temporary pump station,  
LUMP SUM PRICE OF \$186,098 for the widening of Road PR 957, as described in break down in Exhibit 3.

LUMP SUM PRICE as per plans and specifications of Lopez and Associates.

4.3 This Contract is a LUMP SUM PRICE Contract. The LUMP SUM UNIT PRICE cannot be modified for any reason, including without limitation, mobilization or price modifications due to increases in materials or labor or any related items, except for the Article 7.2.9.

#### ARTICLE 5 PROGRESS PAYMENTS

5.1 The Owner shall appoint a Supervisory Engineer who shall be charged the administration of the Contract as described in the Contract Documents and will be the Owner's representative. All matters pertaining to Contract administration, including without limitation the issuance of Change Orders, specified under Article 4 of AIA Document A201-1997 and otherwise will be under the control of the Supervisory Engineer. Progress payments shall be made based upon Applications for Payment submitted to the Supervisory Engineer by the Contractor and Certificates for Payment issued by the Supervisory Engineer. The Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.1.1 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows: See Attached Breakdown Exhibit 3.

5.1.2 Provided that an Application for Payment is received by the Supervisory Engineer not later than the last day of month, the Owner shall make payment to the Contractor not later than the 20th day of the succeeding month. If an Application for Payment is received by the Supervisory Engineer after the applications dated fixed above, payment shall be made by the Owner not later than 20 days after the Supervisory Engineer receives the Application for Payment.

5.1.3 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work.

*[Handwritten signature]*  
*[Handwritten initials]*

The schedule of \_\_\_\_\_ shall be prepared in such form and supported by such data to substantiate its accuracy as the Supervisory Engineer may require. This schedule, unless objected by the Supervisory Engineer, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.1.4 Applications for payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Applications for Payment.

5.1.5 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the Progress Payment Breakdown Schedule for each Work listed in Section 4.2 hereof, and incorporated as Exhibit 3, less retainage of TEN percent (10 %) Pending final determination of cost to the Owner of changes in the Work permitted under this Agreement, amounts not in dispute shall be included as provided in Subparagraph 7.3.8 of AIA Document A201-1997; General Conditions even though the Contract Sum has not yet been adjusted by the Change Order.

2. Subtract the aggregate of previous payments made by the Owner; and

3. Subtract amounts, if any for which the Supervisory Engineer has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of AIA Document A201-1997.

5.1.6 The retained amounts for each Work listed in Section 4.2 hereof shall be paid by the Owner to the Contractor after each Work has been delivered to the final Owner. The amount to be paid as retainage to the Contractor shall be established on a per house basis upon delivery of each unit.

## 5.2 FINAL PAYMENT

5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor, after deducting charges and penalties, if any, when

1. the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Subparagraph 12.2.1 of AIA Document A201-1997, and to satisfy other requirements, if any, which extend beyond final payment; and

2. a final Certificate for Payment has been issued by the Contractor to the Supervisory Engineer;

3. the Contractor shall certify to Owner's satisfaction having paid all materials, labor, fees and related charges properly payable by Contractor with respect to the Project and shall hold Owner harmless from any such cost or expense.

## ARTICLE 6 TERMINATION OR SUSPENSION

6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997. 6.2 The Work may be suspended by the Owner

as provided in Section 1 and Article 14 of AIA Document A201-1997. The Owner shall have the right to carry out the work as provided in Section 2.4.1 of and otherwise pursuant to AIA Document A201-1997.

ARTICLE 7  
MISCELLANEOUS PROVISIONS

7.1 Terms used in this Agreement which are defined in AIA Document A201-1997, as amended and attached hereto shall have the meanings designated in such document except that the term Architect as used in such document shall mean the Inspecting Engineer for all matters pertaining to contract administration or other administrative, supervisory or managerial functions, including without limitation matters pertaining to potential conflicts or the processing or approval of permitted change orders.

7.2 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article I and, except for Modifications issued after execution of this Agreement, are enumerated as follows: (List below the Agreement, the Conditions of the Contract (General, Supplementary, and other Conditions), the Drawings, the Specifications, and any Addenda and accepted alternates, showing page or sheet number in all cases and dates were applicable.)

7.2.1 This Agreement.

7.2.2 General Conditions of the Contract for Construction, AIA Document A201-1997, as amended and attached hereto to reflect the provisions of this Agreement.

7.2.3 Drawings prepared by Lopez Associates, Exhibit 5. Specifications prepared by López Associates, Exhibits 6.

7.2.4 Preliminary Sub-soil study prepared by Suelos Inc. dated January 18, 2005, Final Subsoil study prepared by Geo Consult dated February 1<sup>st</sup>. of 2006 and Hidrologic/Hidraulic study prepared by C/A Engineering

7.2.5 Project Schedule, Exhibit 1. House Delivery Schedule, Exhibit 2

7.2.6 Progress Payment Breakdown for the project, Exhibit 3

7.2.7 Cash Flow, Exhibit 4

7.2.8 Federal and local government permits, endorsements and requirements for the construction of the project, as listed in Exhibit 7.

7.2.9 Supplementary Site Agreement. Exhibit 8 & Cidra Excavation Letter April 26, 2006.

7.2.9 Payment & Performance Bond, Exhibit 9. Builder Risk, Exhibit 10

7.3 The municipal taxes for the Construction Permit (Arbitrios de Construcción) are not included in the contract and will be paid directly by the Owner.

7.4 Governmental fees for connection to or improvements of utilities are not included in the contract and will be paid directly by the Owner, except for water and electricity for construction purposes.

7.5 Definition of Completion. Each stage of the work shall be deemed to have been completed upon receipt by the Contractor from the Supervisory Engineer or the Owner.

of a Letter of Endorsement by the Owner or its representatives, accepting the work performed, after due endorsement by all pertinent local and federal government agencies which regulate construction work in Puerto Rico.

7.6.1 The Contractor shall furnish the Owner a Performance and Labor and Material Bond in an Amount equal to one hundred percent (100%) each of the total contract price from a Federal List Insurance Co. contracted and accepted by the owner, Exhibit 9. The Contractor will furnish the Owner with a Public Liability Insurance with the following limits: \$1,000,000 for death or injury to persons and \$1,000,000 property damage. The Contractor is obliged to deliver to the Owner a certified copy of the Payment made to the State Insurance Fund (Fondo del Seguro del Estado) and a copy of the policies. Builder's Risk Insurance, Exhibit 10 will be supplied by the Contractor before construction commenced. The Payment and Performance Bond shall contain a "Dual Oblige" rider making such bond extensive to the Owner and the Bank providing financing. All policies shall contain additional insured or co insurance provisions for the benefit of the Owner and the financial institution.. Contractor shall provide a Hold Harmless policy covering the Owner and financing institution and a 100% wage payment bond of the general contract (CO-OBLIGEE). All Public Liability Insurance will have an Umbrella coverage with limits of \$5,000,000.

7.6.2 The Contractor shall defend and hold harmless the Owner for any and all claims arising under DACO jurisdiction.

7.7 The term for the execution of contract will be the number of months set forth in Article 3 from the beginning of the present contract. Holidays, Saturday, Sundays will be included in the above mentioned term. There will be no reason, excuse or justification to modify or change the term of the termination with the except for matters arising under Clause 7.8.

7.8 The construction term may be extended due to rain days or other extreme weather conditions; Any request for extension for rain days by Contractor shall be subjected to the approval of the Soil Consultant and the Supervisory Engineer, and subject to the final approval of the Owner. After such approvals an extension of time in the contract will be granted. Otherwise the Contractor shall have no right to seek extensions of time for rain.

7.9 The Contractor shall not be responsible in the delay of partial or total delivery of the project when the following circumstances occur and the Owner will not impose any penalty for said circumstances.

- a. In case of the occurrence of wind storms, hurricanes, flooding, earthquakes or other extraordinary natural events that render the project unsuitable for work or the occurrence of other national emergencies which shall impede work on the Project; which unsuitability or condition shall have been established by contractor to owner's satisfaction.
- b. General strikes or work stoppages involving industry wide labor unrest or strikes or stoppages involving industries that produce or provide construction supplies to the Project which impede or obstruct the receipt of such supplies at the Project. In case of a strike due to any union dealing with the Contractor's employees which strike is caused by Contractor's failure or fault to comply with legal and accepted union demands and/or requirements, then the Contractor shall not have extension in time and penalty and liquidated damages shall be in effect as described in Article 2-3 of this contract.

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c. The Owner shall give a proper extension of time to the Contractor in case that any of the possible circumstances as expressed in Article 7.13 occurs and shall not impose any penalty for said circumstances.

7.10 The contractor has studied and reviewed the plans and technical specifications of the Work listed in Section 4.2 hereof and the physical conditions of the site, as they relate to that portion of the Project which is to be performed by the Contractor and has found them to be clear and free of inconsistencies. The contractor finds the plans and specifications to be clear and sufficient and includes all of the necessary work in order to execute and finalize the project in its experience. The price of any such modification will be determined by applying to the market value per unit requested a 10% for expenses and overhead and 10% for profit to the contractor and the approval by the owner.

7.11 The Contractor shall ascertain that the construction of the project shall follow and meet all approvals issued by all municipal, local and federal government agencies, as shown in plans and its technical specifications.

7.12 Any and all surveying work needed to construct the project shall be paid by the Contractor at his expense.

7.13 The Contractor shall provide the Owner, at Contractor's expense, with concrete, steel, and any other test to ascertain the appropriateness of the work performed. Contractor shall provide 6-8 test cylinders per each 40 yards of concrete poured for retaining walls. Cylinders will be opened as follows: two (2) at 7 days, three (3) at 28 days; one (1) at 56 days. Test results of cylinders samples shall be reviewed and approved by the Owners structural engineer.

7.14 Warranties and Indemnities of Owner by Contractor:

The Contractor shall be liable and responsible to the Owner of the Project, and its stockholders, officers, representatives and agents, and the ultimate purchaser of the project and their respective successors in interest for any and all liability arising from or relating to the Contractor's work as assumed by the Owner under the laws of the Commonwealth of Puerto Rico or otherwise, or which exist on the part of the Owner of the Project relating to the Contractor's work, and agrees to save and hold harmless the Owner and its stockholders officers, representatives and agents, and their respective successors in interest, from any and all liability by reason thereof, including, but without limitation to, any improper work or materials, the repair and replacement of this work or materials which may be damaged, defective or which may have to be repaired or replaced, or which are not in accordance with the samples submitted, and the repair and replacement of the work or material, which may be damaged by the Contractor in the course of his work of the repair and replacement referred to in this paragraph, all for the terms provided by the laws of the Commonwealth of Puerto Rico for such liability. The Contractor shall be notified in writing at regular intervals of all work or materials to be repaired and/or replaced under this paragraph. He shall proceed to carry out this work promptly, and in no event later than two weeks after he has received notification from the Owner. If the Contractor fails to carry out the repair and replacement of defective work or materials within the time specified in this paragraph, the Owner may proceed to carry out same, or arrange for its completion by others, and reserves the right to charge the Contractor the cost thereof. Contractor declares and hereby agrees to assume toward Owner, and its stockholders, officers, representative and agents the obligations and responsibilities which the Owner has assumed toward home purchaser under the Contract between the Owner and home purchaser so as they apply to the part of the work or materials covered by this Agreement between Owner and Contractor.

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7.15 Timeliness is the essence in the performance of the work referred to in this contract and every dispute or claim regarding this matter shall be decided by mediation or arbitration, which will be determined in the manner set forth in Section 7.20 and Section 7.21 hereof.

7.16 Compliance with Regulations:

In signing this contract, the Contractor certifies that he is familiar with all rules, regulations of the Planning Board of Puerto Rico, the Natural Resources Department, Labor Department, Environmental Quality Board and all other Federal, Commonwealth and municipal authorities which may have jurisdiction over the Project and agrees that all work shall be done in compliance with said rules, regulations and requirements, including any changes that may be promulgated by said authorities, and shall be subject to the inspection of the Planning Board of Puerto Rico and other governmental and/or public authorities having jurisdiction over the Project. The Contractor shall not be responsible for the design criteria used by the drawing prepared by López Associates. In addition, all work and materials shall comply with the requirements properly, if any. Other than as specifically set forth herein, the Contractor shall procure, pay for, at its own expense and deliver to the Owner any and all necessary licenses and certificates in connection with his work on the Project.

7.17 Coordination of Work:

The Contractor shall coordinate the construction and work sequence of the project with the Owner before commencement of this work in order to facilitate the sale and delivery of the individual housing units in accordance with the project schedule and house delivery schedule in Exhibit 1 and Exhibit 2 and in compliance with the requirements of the financial institution.

The Contractor shall also coordinate through the Owner and the Supervisory Engineer its work with that of other Contractors at the Project in such a manner that the complete Project schedule is maintained and that Contractor does not interfere with the work of other contractors.

The Contractor shall also coordinate with the other contractor necessary vehicular access to the project. The site Contractor shall not be responsible for maintaining, repair and all damage cause for third party to such access. The Owner shall pay for that cost.

7.18 The Contractor shall be responsible for all the necessary reports required from the Contractor by any local or federal governmental agency involved in the project as part of the contract.

7.19 Special Conditions:

It is understood that the contractor has studied the plans of the project and finds them clear, specific and recognized them independently of signing the prints; and it is understood that this work will comply with local and federal agencies, as approved in plans and its technical specifications.

1. Desarrollos Altamira I, Inc., shall advance payments to third parties related to claims filed for unpaid invoices after written notice to the subcontractor and no action takes place. This payment will be reduced for current certifications and/or retainage from subcontractor.
2. The contractor shall supply to the owner prior to commencement of

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work for its approval a list of suppliers and schedule with specification of materials to be used in the project. All the colors in the plans specifications must be decided by the Architects, or the Owner or its authorized representative, as Desarrollos Altamira 1, Inc., representative.

3. The contractor shall submit to the owner with the mix design of concrete to be used and a mill certification of the resistance of reinforcing steel.
4. The contractor shall be responsible, at his own cost, to provide security services at the Project.
5. The contractor shall be responsible for all of the damages caused by his personnel or contractors equipment or/and subcontractors to the project and specifically to the existing streets and to work performed in relation to the Project by other contractors and, shall pay for all the expenses related to the reposition and repair of damages so caused.
6. The Contractor will guarantee after completion of the project the material and workmanship as required by local and federal agencies and otherwise in accordance with local law.
7. The contractor shall furnish all temporary services and/or facilities necessary to perform its work and all the necessary infrastructure, including but not limited to construction water throughout the project duration without any additional cost.

7.20. Mediation any claim or dispute pursuant to the terms of this Agreement shall be if necessary mediated under provision of AIA Document A201-1997, except that the mediation shall be carried out by the Architect. If the parties are unable to resolve their differences through mediation before the Architect, either party may subject the matter to arbitration. Notwithstanding the submission of any matter to mediation, the Contractor shall continue the Work uninterrupted, subject only to the Owner's rights under the Contract.

7.21. Arbitration any claim or dispute pursuant to the terms of this Agreement which is not resolved through mediation shall be subject to arbitration undertaken under provision of AIA Document A201-1997, except that the parties agree that they will be bound to select the arbitrator or their respective arbitrators in the case of complex matters within 20 days of notice of arbitration. In the event that within such term an arbitrator has not been selected or that in the case of complex matters any party has not selected his arbitrator within such term, such arbitrator shall be selected by the American Arbitration Association from a list of arbitrator resident within the Commonwealth of Puerto Rico. Notwithstanding the submission of any matter to arbitration, the Contractor shall continue the Work uninterrupted, subject only to the Owner's rights under the Contract.

7.22 Causes for Delay. The Contractor shall be responsible to Owner for any delays in the delivery of the Work and shall pay the penalties set forth in Article 3 hereof, except to the extent that the Owner shall determine that such delay was caused by or the direct result of the delay or untimely delivery by any other contractor of work necessary for the Contractor to perform his Work. Any determination by the Owner in this respect may be challenged by the Contractor and subjected to mediation or arbitration pursuant to the terms of this Agreement, as applicable.



Owner shall give notice hereof to the Contractor prior to the Contractor's plotting of the house pad.

**ARTICLE 8  
OTHER PROVISIONS**

8.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to provision of AIA Document A201-1997, as amended and attached hereto and to such provisions as amended or supplemented by other provisions of the Contract Documents.

8.2 The Owner's representative is:

Ramón Mac-Crohon and/or its  
Authorized Representative  
P.O. Box 9021990  
San Juan, Puerto Rico 00902-1990

8.3 The Contractor's representative is:

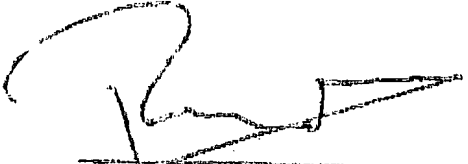
Israel Quintana Luciano  
Managing Partner  
Cidra Excavation, S.E.  
P.O. Box 11218  
Caparra Heights Station  
San Juan, Puerto Rico, 00922-1218

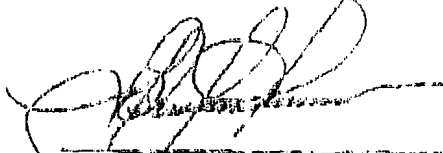
8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days prior written notice to the other party.

**ARTICLE 9**

This agreement shall constitute the main and primary document between Owner and Contractor, and will prevail among all other documents in case of contradiction or misinterpretation. Should any other interpretations, or additional clause which may be missing, in order to interpret or clarify this agreement, will refer to AIA Document A201-1997, as its supplementary document.

This Agreement entered into as of the 22<sup>nd</sup> day of May 2005.

  
OWNER  
LAS QUINTAS 957, INC.

  
CONTRACTOR  
CIDRA EXCAVATION, S.E.

III. SWPPP Information

Has the SWPPP been prepared in advance of filing this NOI?  Yes  No

Location of SWPPP for viewing:  Address in Section II  Address in Section III  Other

SWPPP Street

City

State Zip Code

SWPPP Contact Information (if different than that in Section II):

Name: GUSTAVO RODRIGUEZ, ECOLOGIST

Phone: 787-241-9000 Fax (optional): 787-732-3502

E-mail (optional)

IV. Discharge Information

Identify the name(s) of waterbodies to which you discharge. There are no bodies of water that will receive discharge

Is this discharge consistent with the assumptions and requirements of applicable EPA approved or established TMDL(s)?

Yes  No

V. Endangered Species Information

Under which criterion of the permit have you satisfied your ESA eligibility obligations?

A  B  C  D  E  F

If you select criterion F, provide permit tracking number of operator under which you are certifying eligibility:

VII. Certification Information

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Print Name: Gustavo Adolfo Rodriguez

Print Title: President - Environmental Permitting

Signature: *Gustavo Adolfo Rodriguez*

Date: 15 February 2006

Post-it* Fax Note	7671	Date	2/15/06	# of Pages	2
To	Environ. Control	From	G. Rodriguez		
Co./Dept	Demerita Homes	Co.	Env. Permitting		
Phone #	777-0627	Phone #	241-9000		
Fax #	777-0627	Fax #	732-3102		

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature <i>[Handwritten Signature]</i></p> <p><input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>
<p>1. Article Addressed to:</p> <p><i>EPA Stormwater Niche Processing Center</i></p> <p><i>Mail Code 4003m</i></p> <p><i>US001</i></p> <p><i>100 Penn. Ave., NW</i></p> <p><i>Washington, DC 20460</i></p>	<p>B. Received by (Printed Name)</p> <p>C. Date of Delivery <i>3/3/06</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p>
<p>2. Article Number <i>1</i> (Transfer from service label)</p>	<p>3. Service Type</p> <p><input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>7005 1620 0000 1039 7609</p>	

PS Form 3811, February 2004

Domestic Return Receipt

10259-02-M-1-040

7005 1620 0000 1039 7609

**U.S. Postal Service**  
**CERTIFIED MAIL RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

WASHINGTON, DC 20460

Postage	\$ 0.39	UNIT ID: 0001 FEB 3 2006 CLERK: DHP/URD USPS 02/23/06
Certified Fee	2.40	
Return Receipt Fee (Endorsement Required)	1.85	
Restricted Delivery Fee (Endorsement Required)		
<b>Total Postage &amp; Fees</b>	<b>\$ 4.64</b>	

Sent To: *EPA Stormwater Niche Processing Center*

Street Apt. No. or P.O. Box No.:

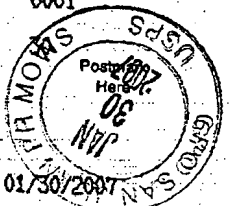
City, State, ZIP+4:

U.S. Postal Service  
**CERTIFIED MAIL™ RECEIPT**  
(Domestic Mail Only: No Insurance Coverage Provided)

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$ 00.39
Certified Fee	\$2.40
Return Receipt Fee (Endorsement Required)	\$1.85
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 04.64



Sent To: EPA  
Street, Apt. No., or PO Box No.:  
City, State, ZIP+4:

**EXHIBIT**  
Respondent DAI's  
4

Form Approved OMB Nos. 2040-0188 and 2040-0211  
United States Environmental Protection Agency  
Washington, DC 20460  
**Notice of Intent (NOI) for Storm Water Discharges Associated with Construction Activity Under an NPDES General Permit**  
The party identified in Section II of this form requests authorization to construct a project under a Construction General Permit (CGP) permit number identified in Section I of this form. Submission of this form meets the eligibility requirements of the CGP for the project. Authorization is required prior to commencement of construction activity until you are authorized to obtain authorization, you must submit a complete and accurate NOI form.

**II. Operator Information**

Name: DESARROLLOS ALTAMIRA I, INC  
IRS Employer Identification Number (EIN): 61-1424817  
Mailing Address:  
Street: PO Box 1950  
City: SAN JUAN State: PR Zip Code: 00902-1960  
Phone: 787-777-0627 Fax (optional): 787-777-0628  
E-mail (optional):

**III. Project/Site Information**

Project/Site Name: HACIENDA ALTAMIRA (PARCEL "A")  
Project Street/Location: STATE ROAD PR 957, km 0.2  
City: CANOYANAS State: PR Zip Code: 00729  
County or similar government subdivision: HATO PUERTO WARD  
Latitude/Longitude (Use one of three possible formats, and specify method)  
Latitude 1. 18°20'15" N (degrees, minutes, seconds) Longitude 1. 65°52'55" W (degrees, minutes, seconds)  
2. \_\_\_\_\_° \_\_\_\_\_' \_\_\_\_\_" N (degrees, minutes, decimal) 2. \_\_\_\_\_° \_\_\_\_\_' \_\_\_\_\_" W (degrees, minutes, decimal)  
3. \_\_\_\_\_° N (decimal) 3. \_\_\_\_\_° W (decimal)  
Method:  U.S.G.S. topographic map  EPA web site  GPS  Other:  
\* If you used a U.S.G.S. topographic map, what was the scale: \_\_\_\_\_  
Project Located in Indian country?  Yes  No  
If so, name of Reservation or if not part of a Reservation, put "Not Applicable": Not Applicable

Estimated Project Start Date: 01 / 25 / 2007 Estimated Project Completion Date: 08 / 25 / 2009  
Month Date Year Month Date Year

Estimated Area to be Disturbed (to the nearest quarter acre): 42.05

**IV. SWPPP Information**

Has the SWPPP been prepared in advance of filing this NOI?  Yes  No

Location of SWPPP for viewing:  Address in Section II  Address in Section III  Other

If Other: SWPPP Street: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ - \_\_\_\_\_

**SWPPP Contact Information (if different than that in Section II):**

Name: GUSTAVO RODRIGUEZ, ECOLOGIST

Phone: 787 - 241 - 9000 Fax (optional): 787 - 732 - 3502

E-mail (optional): \_\_\_\_\_

**V. Discharge Information**

Identify the name(s) of waterbodies to which you discharge. There are no bodies of water that will receive discharge

Is this discharge consistent with the assumptions and requirements of applicable EPA approved or established TMDL(s)?  Yes  No

**VI. Endangered Species Information**

Under which criterion of the permit have you satisfied your ESA eligibility obligations?

A  B  C  D  E  F

• If you select criterion F, provide permit tracking number of operator under which you are certifying eligibility:

\_\_\_\_\_

**VII. Certification Information**

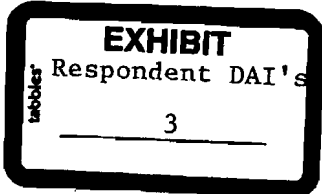
I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Print Name: Gustavo Adolfo Rodriguez

Print Title: President - Environmental Permitting

Signature: Gustavo Adolfo Rodriguez

Date: 22 JANUARY 2007



This Form Replaces Form 3510-9 (8-98) Form Approved OMB Nos. 2040-0188 and 2040-0211  
Refer to the Following Pages for Instructions

United States Environmental Protection Agency  
Washington, DC 20460

NPDES  
Form



Notice of Intent (NOI) for Storm Water Discharges Associated with  
Construction Activity Under an NPDES General Permit

Submission of this Notice of Intent (NOI) constitutes notice that the party identified in Section II of this form requests authorization to discharge pursuant to the NPDES Construction General Permit (CGP) permit number identified in Section I of this form. Submission of this NOI also constitutes notice that the party identified in Section II of this form meets the eligibility requirements of the CGP for the project identified in Section III of this form. Permit coverage is required prior to commencement of construction activity until you are eligible to terminate coverage as detailed in the CGP. To obtain authorization, you must submit a complete and accurate NOI form. Refer to the instructions at the end of this form.

I. Permit Number

PER100000

II. Operator Information

Name: DESARROLLOS ALTAMIRA INC

IRS Employer Identification Number (EIN): 61 - 1424317

Mailing Address:

Street: PO BOX 1960

City: SAN JUAN State: PR Zip Code: 00902 - 1960

Phone: 787 - 777 - 0627 Fax (optional): 787 - 777 - 0628

E-mail (optional):

III. Project Site Information

Project/Site Name: HACIENDA ALTAMIRA

Project Street/Location: STATE ROAD FR 957 KM 0.2

City: CANOYANAS State: PR Zip Code: 00729

County or similar government subdivision: HATCPUEHCQ WARD

Latitude/Longitude (Use one of three possible formats, and specify method)

- Latitude 1. \_\_\_° \_\_\_' \_\_\_" N (degrees, minutes, seconds) Longitude 1. \_\_\_° \_\_\_' \_\_\_" W (degrees, minutes, seconds)
- 2. \_\_\_° \_\_\_' \_\_\_" N (degrees, minutes, decimal) 2. \_\_\_° \_\_\_' \_\_\_" W (degrees, minutes, decimal)
- 3. \_\_\_° N (decimal) 3. \_\_\_° W (decimal)

Method:  U.S.G.S. topographic map  EPA web site  GPS  Other:  
If you used a U.S.G.S. topographic map, what was the scale: \_\_\_\_\_

Project Located in Indian country?  Yes  No

If so, name of Reservation or if not part of a Reservation, put "Not Applicable": Not Applicable

Estimated Project Start Date: 03 / 01 / 2006 Estimated Project Completion Date: 03 / 01 / 2012  
Month Date Year Month Date Year

Estimated Area to be Disturbed (to the nearest quarter acre): 98.55

**IV. SWPPP Information**

Has the SWPPP been prepared in advance of filing this NOI?  Yes  No

Location of SWPPP for viewing:  Address in Section II  Address in Section III  Other

SWPPP Street: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

SWPPP Contact Information (if different than that in Section II):

Name: GUSTAVO RODRIGUEZ, ECOLOGIST

Phone: 787-241-9000 Fax (optional): 787-732-3502

E-mail (optional): \_\_\_\_\_

**V. Discharge Information**

Identify the name(s) of waterbodies to which you discharge. There are no bodies of water that will receive discharge

Is this discharge consistent with the assumptions and requirements of applicable EPA approved or established TMDL(s)?

Yes  No

**VI. Endangered Species Information**

Under which criterion of the permit have you satisfied your ESA eligibility obligations?

A  B  C  D  E  F

If you select criterion F, provide permit tracking number of operator under which you are certifying eligibility:

\_\_\_\_\_

**VII. Certification Information**

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Print Name: Gustavo Adolfo Rodriguez

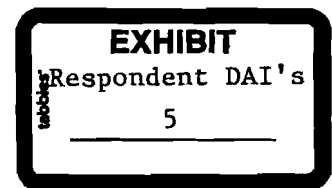
Print Title: President - Environmental Permitting

Signature: Gustavo Adolfo Rodriguez

Date: 15 February 2006

Post-It® Fax Note	7671	Date	2/15/06	# of pages	2
To	<u>Eq. Eco. Chmn.</u>	From	<u>G. Rodriguez</u>		
Co./Dept	<u>Deanna Thomas</u>	Co.	<u>Env. Permitting</u>		
Phone #	<u>777-0627</u>	Phone #	<u>241-9000</u>		
Fax #	<u>777-0628</u>	Fax #	<u>732-3702</u>		





**Casiano Ancalle, PE, PH**

PO BOX 190332

San Juan, PR 00919-0332

Phone (787) 748-6106

E-mail: ancallec@caribe.net

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**EDUCATION:**

M.S. in Sanitary Engineering, The Pennsylvania State University, 1975.

B.S. in Civil Engineering, Technical University of Oruro, 1971.

**REGISTERED PROFESSIONAL ENGINEER:**

Maryland	(Reg. 12833)
Virginia	(Reg. 20456)
U.S. Virgin Islands	(Reg. 1-06719-91)
Puerto Rico	(Reg. 11294)
Bolivia	(Reg. 1517)

**CERTIFIED PROFESSIONAL HYDROLOGIST**

American Institute of Hydrology (02-H-1562)

**PROFESSIONAL MEMBERSHIPS:**

American Institute of Hydrology (AIH)  
International Association of Hydraulic Engineering and Research (IAHR)  
American Water Resources Association (AWRA)  
American Water Works Association (AWWA)  
Water Environment Federation (WEF)  
American society of Civil Engineers (ASCE)  
Colegio de Ingenieros y Agrimensores de Puerto Rico (CIAPR)  
Asociación Interamericana de Ingenieros Sanitarios (AIDIS)  
Sociedad Boliviana de Ingenieros (SBI)

**GENERAL BACKGROUND:**

Mr. Ancalle has thirty (30) years of experience as consulting engineer in water engineering: 1) water resources: watershed management, flood control, river regulation, erosion and sediment control analysis, 2) Municipal water supply systems, and water filtration plants, and 3) wastewater collection systems and wastewater treatment plants.

He has served as expert in several court cases over the last 20 years, written tenths of technical articles in professional journals, lectured in several universities and in various countries. He has been professor of Water & Wastewater Engineering at the Technical University of Oruro (Bolivia), and is professor of Continuing Education at the Colegio de Ingenieros y Agrimensores

de Puerto Rico. The countries he has worked in most are: United States, Puerto Rico, Venezuela, and Bolivia.

#### **ENGAGEMENTS:**

*CA Engineering, PSC*, San Juan, Puerto Rico,  
President, 1992 - Present

He is president and chief engineer of CA Engineering. As engineer, he is in charge of the direction of ; elaborates drawings and specifications for water filtration plants, wastewater treatment plants, industrial wastewater treatment plants, pumping stations, water distribution systems, sewerage systems; elaborates hydrological/hydraulic studies for developments, and for river bank protection and regulation. He has been consultant to the Puerto Rico Department of Natural and Environmental Resources in hydrologic and hydraulic studies since 1992 to present.

*METCALF & EDDY DE PUERTO RICO, INC.*, San Juan, Puerto Rico,  
Senior Project Manager, 1987 - 1992

He was responsible for managing the design of the improvements and upgrades of several wastewater treatment plants owned by the Puerto Rico Aqueduct and Sewer Authority (PRASA); all these plants were under Court Order. He managed the design of industrial wastewater treatment facilities in Puerto Rico, and the design of water distribution systems in U.S. Virgin Islands.

*ANCALLE & ASSOCIATES*, Hagerstown, Maryland,  
President 1984 - 1986

He owned and managed his own engineering firm. Executed final design of water filtration plants and wastewater treatment plants, sewerage systems, water distribution lines, and pumping stations; hydrologic-hydraulic analysis for bridges and culverts for municipal and state roads; and watershed yield analysis for water supply.

*BAKER-WIBBERLEY & ASSOCIATES, INC.*, Hagerstown, Maryland,  
Project Manager 1981 - 1984

He was responsible for the design of municipal and industrial wastewater systems: WWTP's, interceptors, collection lines, lifting stations, and force mains; water supply systems: WFP's, intake structures, water transportation lines, pumping stations, distribution lines, and storage tanks,

*DEVELOPMENT CORPORATION OF ORURO*, Oruro, Bolivia,  
President 1978 - 1981

He headed this corporation, established the regional development policies, delineated annual plans and programs, and prepared the annual budget. Also coordinated the development programs with other institutions, searched for funding from international financing institutions,

executed agreements, and represented the Region in national and international events. The mayor fields of work were : Urban water supply, rural water supply, urban wastewater collection, treatment, and disposal, rural sanitation, community development, and river regulation: Flood Control, erosion and sedimentation control.

AQUEDUCT AND SEWERAGE AUTHORITY OF ORURO, Oruro, Bolivia  
General Manager, 1977- 1978

He headed the water and wastewater authority, implemented water system expansion projects, modernized the administrative system through an institutional development program, increased the water supply by drilling three (3) deep wells in a new aquifer.

LEBRON, SAN FIORENZO & FUENTES, San Juan, Puerto Rico,  
Project Engineer , 1976 - 1977

He was in charge of the design of improvements to secondary wastewater treatment plants, design of wastewater pumping stations, elaboration of Facilities Plans and Infiltration/Inflow Studies as required by the Environmental Protection Agency (EPA).

ENVIRONMENTAL QUALITY BOARD, San Juan, Puerto Rico,  
Adviser, 1975 - 1976

He was responsible for evaluating Facilities Plan and Sewer System Evaluation Surveys and final design of wastewater treatment facilities following EPA procedures; supervised the construction of wastewater treatment plants constructed under EPA grants; inspected the operation of municipal and private treatment plants regulated by NPDES permit. He also gave a one week seminar to the engineers of the Environmental Quality Board and the Puerto Rico Aqueduct and Sewer Authority, on "Hydrology Applied to Infiltration/Inflow".

CENTRO PROFESIONAL MULTIDISCIPLINARIO (CPM) La Paz, Bolivia,  
Project Engineer, 1970 - 1972

He designed water lines, sewerage systems, and stabilization ponds for urban and rural areas. He also designed pumping stations, and erosion control structures. He supervised and inspected construction of these works.

## **EXPERIENCE**

### **Watershed Management Studies**

Hydrologic/Hydraulic Study for Parque de la Torres, Department of Justice, Mayaguez, Puerto Rico, 2006.

Hydrologic Hydraulic Study for Torres del Monte, Caguas PR. Fideicomiso Blanca Longo González/Gustavo Benítez, San Juan, PR. (2006)

Hydrologic Hydraulic Study for Plaza Caribe, Salinas, PR. CMB Developer Corp. Caguas, PR. (2006)

Hydrologic Hydraulic Study for West View Apartments, Cabo Rojo, PR. West View Development, San Juan, PR. (2006)

Hydrologic Hydraulic Study for Santana Commercial Center, Arecibo, PR. Rubén Ortíz, Arecibo, PR. (2006).

Hydrologic Hydraulic Study for Alta Vista Court, Toa Alta, PR. Mora Development Corp., San Juan, PR (2006).

Hydrologic Hydraulic Study for Jardines de Getsemaní, Yauco. Río Piedras Housing Management and Consulting Group, San Juan, PR. (2006)

Hydrologic Hydraulic Study for La Alborada, Vega Baja. Forest View Development, San Juan, PR. (2006).

Hydrologic Hydraulic Study for Centro Universitario de Naguabo, Naguabo, PR. Luis Santana Mendoza, Naguabo, PR. (2006)

Hydrologic Hydraulic Study for Industrial Río Cañas Park, San Juan, PR. Bairoa Development Corp., San Juan, PR (2006)

Hydrologic Hydraulic Study for Finca Vélez, Guaynabo, PR. Empresas Contreras, Corp. San Juan, PR. (2006)

Scour Análisis for the foundation of a bridge at Camino Real Development, Juana Díaz, PR. CT Development Corp. San Juan, PR. (2006)

Hydrologic Hydraulic Study for the Lateral Expansion of the Fajardo Landfill in Fajardo, PR. Landfill Technologies Corp, San Juan, PR (2005).

Hydrologic Hydraulic Study for Santa Marina IV in San Juan, PR. Sociedades Santa Marina Inc., San Juan, PR. (2005)

Hydrologic Hydraulic Study for Bosque del Señorial in San Juan, PR. Bosques del Señorial Inc., San Juan, PR. (2005)

Hydrologic Hydraulic Study for Ocean Club Development in Fajardo, PR. Gibraltar Construction, Clearwater, Fl. (2005)

Hydrologic Hydraulic Study for Palacios de Gurabo in Gurabo, PR. Desarrollos JMC, Inc. San Juan, PR. (2005)

Hydrologic Hydraulic Study for Paseo de Reyes in Juana Díaz, PR. Desarrolladora del Prado, San Juan, PR. (2005)

Hydrologic Hydraulic Study for Plaza del Tren Urbano in San Juan, PR. Sierra, Cardona & Ferrer, San Juan, PR. (2005)

Hydrologic Hydraulic Study for San Juan Chalets in San Juan, PR. San Juan Chalets Corp., San Juan, PR (2004)

Hydrologic Hydraulic Study for Estancias de los Artesanos in Las Piedras, PR. Interlink Group, San Juan, PR. (2004)

Hydrologic Hydraulic Study for Los Guanos Creek in San Juan, PR. Hernández Fuentes Consulting Group, San Juan, PR. (2004)

Hydrologic Hydraulic Study for El Batey in Vega Alta, PR. V Architecture, San Juan, PR. (2004)

Hydrologic Hydraulic Study for Valles de Cuyón in Coamo, PR. Regency Development Corp., San Juan, PR. (2004)

Hydrologic Hydraulic Study for Yabucoa Real in Yabucoa, PR. Regency Development Corp., San Juan, PR. (2004)

Hydrologic Hydraulic Study for La Cien Shopping Court in Cabo Rojo, PR. Stella Group, San Juan, PR. (2004)

Hydrologic Hydraulic Study for Plaza Barbosa in San Juan, PR. Underwood Architects, San Juan, PR. (2004)

Hydrologic Hydraulic Study for Estancias de Cerro Gordo in Vega Alta, PR. José Rodas, Dorado, PR. (2004)

Hydrologic Hydraulic Study for Isla Bella Beach Resort in Isabela, PR. Agustín García Acevedo, Isabela, PR. (2003)

Hydrologic Hydraulic Study for Paisajes de Dorado in Dorado, PR. Manuel Pérez, San Juan, PR (2003).

Hydrologic Hydraulic Study for Comunidad La Fuente II in Toa Alta, PR. Mora Development, San Juan, PR (2003).

Engineering Report for Aibonito Water Distribution System in Aibonito, PR. Puerto Rico Aqueduct and Sewer Authority, San Juan, PR. (2003).

Additional Design Services for Maricao Fish Nursery in Maricao, PR. Department of Natural and Environmental Resources, San Juan, PR. (2003).

Hydrologic Hydraulic Study for River Hills Development in Canóvanas, PR. Lema Developers, San Juan, PR. (2003).

Hydrologic Hydraulic Study for Las Fuentes de Coamo in Coamo, PR. Interlink Group, San Juan, PR.(2003).

Hydrologic Hydraulic Study for Ventanas al Valle in Gurabo, PR. Desarrollos Urbanos, San Juan, PR. (2003)

Hydrologic Hydraulic Study for Chalets De Diego in San Juan, PR. De Diego Chalets Corp., San Juan, PR. (2003)

Sewer System Evaluation for Dorado del Mar in Dorado, PR. Ondeo de Puerto Rico, San Juan, PR. (2003)

Hydrologic Study for Material Extraction Permit Renewal for Productora de Agregados in Vega Baja, PR. Grupo Carmelo, Toa Alta, PR. (2003)

Hydraulic Evaluation of Sanitary Collectors Evaluation for Los Caobos in Guaynabo, PR. PDCM Associates S.E. , San Juan, PR. (2003)

Hydrologic/Hydraulic Study for Centro Judicial de Mayaguez, Department of Justice, Mayaguez, Puerto Rico, 2000.

Hydrologic/Hydraulic Study for Villas del Monte Development, Tomas Arana, San Juan, Puerto Rico, 2000.

Hydrologic/Hydraulic Study for Mansiones del Pedregal Development, Sierra, Cardona, Ferrer, Las Piedras, Puerto Rico, 2000.

Hydrologic/Hydraulic Study for Paseos de Ceiba Development, Ceiba, Puerto Rico, 2000.

Hydrologic/Hydraulic Study for Portales de San Juan development, San Juan, Puerto Rico, 2000

Hydrologic/Hydraulic Study for Vistas Reales Development, Lema Developers, San Juan, Puerto Rico, 1999.

Toa Vaca Reservoir Safe Yield Analysis, José A. Meléndez & Associates, AFI. Villalba, Puerto Rico, 1999

Hydrologic/Hydraulic Study for the Determination of the Impact to Flood Levels from Sand Extraction Activities at Rio Grande de Loiza Flood Plain, Department of Environment and Natural Resources, 1999.

Hydrologic/Hydraulic Study for Bridge in Adjuntas, Municipality of Adjuntas, Adjuntas, Puerto Rico, 1999.

Hydrologic/Hydraulic Study for Bridge in Rio Toro Negro, Municipality of Ciales, Ciales, Puerto Rico, 1999

Hydrologic/Hydraulic Study for River Hills Development, Lema Developers, Canóvanas, Puerto Rico, 1998

Hydrologic/Hydraulic Study of Turabo River, Cagual Real Development, J.M. Ventura Enterprises, Caguas, Puerto Rico, 1998.

Hydrologic/Hydraulic Study for Bosque del Río Development, Lema Developers, Trujillo Alto Puerto Rico, 1995

Hydrologic/Hydraulic Study for Santa Isabel Resort, Dr. Eriberto Torres, Santa Isabel, Puerto Rico, 1995

Estudio Hidrológico-Hidráulico y de Transporte de Sedimentos del Río Maniquí, Servicio Nacional de Caminos, Beni, Bolivia, 1994.

Hydrologic/Hydraulic Study for the Maricao Fish Hatchery, Marine Resources, Department of Environment and Natural Resources, Maricao, Puerto Rico, 1994.

## **Wastewater**

San Juan Chalets Sewage Pumping System. San Juan, PR. San Juan Chalets Corporation, Guaynabo, PR. (2006)

Schematic Design of a Wastewater Collection System, Pump Stations and Force Line for Isabela Town. Consorcio para la Infraestructura de Isabela, Isabela, PR (2006)

Design of Sanitary Sewer System for Eulogio Reyes Community, Las Piedras, RP. Puerto Rico Aqueduct and Sewer Authority, San Juan, PR. (2005)

Design of the Sewage Pumping System for Haciendas del Monte Development in Ceiba, PR. Efraín Santana, Humacao, PR. (2005)

Evaluation of the Dorado del Mar Wastewater Collection System by Internal TV Inspection, Ondeo de Puerto Rico, Dorado 2003.

Design of the Wastewater Pumping Station for Marchiquita Development, MBA Development Corporation, Manatí, Puerto Rico, 2003.

Design of the Wastewater Pumping Station for Monte Verde Development, MBA Development Corporation, Cabo Rojo, Puerto Rico. 2003

Design of the Wastewater Pumping Station for Caguas Real Development, Ven Lour Corporation, Caguas, Puerto Rico, 2001.

Design of 2.00 MGD of a Non-Mechanical Fluidized Bed Upflow Anaerobic Reactor for Cobija, Municipality of Cobija, Bolivia. 1998.

Design of the Sewerage System for Cobija, Municipality of Cobija, Bolivia. 1998.

Improvements to the Gurabo Wastewater Treatment Plant , Gurabo, Puerto Rico, Puerto Rico Aqueduct and Sewer Authority, 1995.

Design of the Wastewater Pumping Station for Johnson & Johnson Professional, Las Piedras, Puerto Rico.

Design of a Wastewater Force Main for Johnson & Johnson , Gurabo, Puerto Rico.

Design of La Gonzalez Community Sewer System, San Sebastian, Puerto Rico, Puerto Rico Aqueduct and Sewer Authority, 1993.

Design of the Improvements to the Fort Allen Wastewater Treatment Plant, Juana Diaz, Puerto Rico, Puerto Rico Army National Guard, 1993.

Design of the Improvements to the Camp Santiago Wastewater Treatment Plant, Salinas, Puerto Rico, Puerto Rico Army National Guard, 1993.

Design of Upgrade Works for the Guayanilla Wastewater Treatment Plant Guayanilla, Puerto Rico<sup>1</sup>, Puerto Rico Aqueduct and Sewer Authority, 1990.

Design of the Improvements to Naranjito Wastewater Treatment Plant, Naranjito, Puerto Rico<sup>1</sup>, Puerto Rico Aqueduct and Sewer Authority, 1991.

Design of the Upgrade of Yauco Wastewater Treatment Plant, Yauco, Puerto Rico<sup>1</sup>, Puerto Rico Aqueduct and Sewer Authority, 1990.

Design of the Juana Díaz Package Wastewater Treatment Plant, Juana Díaz, Puerto Rico<sup>1</sup>, Puerto Rico Aqueduct and Sewer Authority, 1990.

Design of the Guánica Package Wastewater Treatment Plant, Guánica, Puerto Rico<sup>1</sup>, Puerto Rico Aqueduct and Sewer Authority, 1990.

Design of the Improvements to the San Sebastian Wastewater Treatment Plant, San Sebastian, Puerto Rico<sup>1</sup>, Puerto Rico Aqueduct and Sewer Authority, 1989.



Design of the Improvements to the San German Wastewater Treatment Plant, San German, Puerto Rico<sup>1</sup>, Puerto Rico Aqueduct and Sewer Authority, 1989.

Design of the Puerto Nuevo Wastewater Treatment Plant Sludge Pumping Station, San Juan, Puerto Rico<sup>1</sup>, Puerto Rico Aqueduct and Sewer Authority, 1992.

Design of the Opequon Sewerage System, Opequon, West Virginia, 1984.

Design of the Main Interceptor of the City of Frederick, Frederick, Maryland, 1985.

Improvements to the Chambersburg Wastewater Treatment Plant, Chambersburg, Pennsylvania, 1985.

Design of the Brookline Psychiatric Center Wastewater Treatment Plant, Hagerstown, Maryland, 1983.

## **Water**

Design of a 500 GPM Water Pump Station at Lirios Cala, Juncos Water Distribution System in Juncos, PR. Alturas de Juncos S.E., Juncos, PR. (2006)

Final Design for a 750 GPM Water Pump Station at Ensanche, Juncos Water Distribution System at Juncos, PR. Cherox, Inc. Naranjito, PR. (2006)

Design of a Water Holding Tank and Pump for Flushing the Storm Drain Pipe for Banco Popular de Puerto Rico, San Juan, PR. Sierra, Cardona & Ferrer. San Juan, PR. (2005-2006)

Design of the Chlorination System, Well Water Supply for Camino Real Development in Juana Díaz, PR. CT Development Corp., San Juan, PR. (2005)

OPA Cistern Testing at the VA Medical Center in San Juan, PR. Department of Veterans Affairs, Guaynabo, PR. (2004)

Engineering Report for the Aibonito Water Storage System, Ondeo de Puerto Rico, 2003

Modeling of Cidra Water Distribution System, Cidra, Puerto Rico, 2000

Safe Yield Study for Toa Vaca Reservoir, Villalba Water Distribution System, Villalba, Puerto Rico, 1999

Inspection of the construction of a 30" diameter high pressure steel main pipe subject to 700 psi, Water Distribution System for La Paz. Bolivia, 1997.

Design of 2.00 MGD of a non-mechanical water filtration plant for Cobija, Municipality of Cobija, Bolivia. 1998.

Design of 2.00 MGD of the water Distribution system for Cobija, Municipality of Cobija, Bolivia. 1998.

Design of the Cabo Rojo Water Filtration Plant, Cabo Rojo, Puerto Rico, Puerto Rico Aqueduct and Sewer Authority, San Juan, Puerto Rico, 1992.

Design of the Water Distribution Main for Boqueron, Llanos Tuna, Llanos Costa and Pedernales, Cabo Rojo, Puerto Rico, Puerto Rico Aqueduct and Sewer Authority, San Juan, Puerto Rico, 1992.

Design of the Water Filtration Plant for the Town of Hancock, Hancock, Maryland, USA, 1983

Design of the Improvements to the Filtration System of the Delacaria Water Filtration Plant, Washington, D.C., USA, 1982.

Fort Mead Pumping Station, Fort Mead, Maryland., USA, 1984.

High Field Water Distribution System, Highfield, Maryland. USA, 1984.

Water Distribution System for Yellow Cedar, Saint Croix, U.S. Virgin Islands, 1991.

Sara Hill Feed Line, Saint Thomas, U.S. Virgin Islands, 1991.

Richmond Pumping Station, Saint Croix, U.S. Virgin Islands, 1992.

Design of the Water Filtration Plant for Achumani, La Paz, Bolivia, 1986.

Water Distribution System for the City of Oruro, Oruro, Bolivia, 1986.

### **Operation & Maintenance**

Training and Operation Advisory for Camp Santiago Wastewater Treatment Plant, Salinas, Puerto Rico, 1993.

Training and Operation Advisory for the Fort Allen Wastewater Treatment Plant, Juana Diaz, Puerto Rico, 1993.

### **Institutional Development**

Institutional Strengthening Study Implementation at the SeLa- Oruro, Servicio Local de Acueductos y Alcantarillado, Oruro, Bolivia, 1985.

Institutional Development Study for the Town of Hancock Potable Water System Corporation, Hancock, Maryland, 1984.

Institutional Development and Implementation for the Cooperativa de Agua de Puerto La Cruz, Venezuela, 1991.

Advisory for the Potable Water Organization's Institutional Development to the Ministerio del Ambiente y los Recursos Naturales Renovables, Caracas, Venezuela, 1988.

Institutional Development Study and Implementation for Santa Ana del Yacuma, Beni Bolivia, Programa de Monetizacion, 1994.

### **Research**

Cavitation Analysis for High Pressure Reduction using Diaphragm and Orifice PRV's, La Paz Water and Sewer Authority (SAMAPA), La Paz, Bolivia, 1996.

Limitations of the Synthetic Hydrographs Developed by Using the US Soil Conservation Service Procedure, Baker-Wibberley and associates, Hagerstown, Maryland, 1982.

Hydrologic Charts for Sewer Infiltration/Inflow Studies, Puerto Rico Environment Quality Board, Puerto Rico, 1977

Manganese Removal by Diatomaceous Earth Filtration, M.S Thesis, The Pennsylvania State University, State College, Pennsylvania, 1975.

Use of 2 ½ " Diameter Pipe in Secondary Water Distribution systems for the Bolivian high lands. Interamerican Development Bank, Oruro Water and Sewerage Authority, Oruro, Bolivia, .1971.

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