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Summer Vista II DE, LLC and
Summer Vista III DE, LLC*

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FILE NO. OPA-PA-2501

**PROCUREMENT APPEAL
IN THE OFFICE OF PUBLIC ACCOUNTABILITY**

In the Appeal of

Summer Vista II DE, LLC and Summer Vista
III DE, LLC

Appellants

DOCKET NO. OPA-PA-25_____

**NOTICE OF VERIFIED PROCUREMENT
APPEAL; PROCUREMENT APPEAL**

1 Summer Vista DE II, LLC and Summer Vista DE III, LLC (collectively referred to as
2 “Summer Vista”) hereby appeal a decision rendered by the Guam Housing and Urban Renewal
3 Authority (“GHURA”), an agency of the Government of Guam, on January 23, 2025, denying
4 Summer Vista’s January 6, 2025 protest of GHURA’s Award of Low-Income Housing Tax Credit
5 (“LIHTC”) tax credits pursuant the 2024 LIHTC Qualified Allocation Plan (“QAP”).

6 **I. APPELLANTS’ INFORMATION**

7 **Name:** Summer Vista II DE, LLC
8 Summer Vista III DE, LLC¹

9 **Mailing Address:** 388 South Marine Corps Drive, Suite 400
10 Tamuning, Guam 96913

11 **Business Address:** 388 South Marine Corps Drive, Suite 400
12 Tamuning, Guam 96913

13 **Telephone Number:** (671) 473-5000

14 **Legal Counsel For This Appeal:** Joyce C.H. Tang, Esq.
15 Civile & Tang, PLLC,
16 330 Hernan Cortez Ave. Ste. 200,
17 Hagåtña, Guam 96910
18 Email: jtang@civilletang.com

18 **II. APPEAL INFORMATION**

19 **Procuring/Soliciting Agency:** Guam Housing and Urban Renewal Authority

20 **Identification / Number:** 2024 Low Income Housing Tax Credit QAP

21 **Decision Being Appealed:** The decision being appealed, included in the Supporting
22 Documents attached hereto, was made on January 23,
23 2025, by Elizabeth F. Napoli, Executive Director of
24 GHURA and head of the relevant purchasing agency
25 (“Decision”). See **Exhibit A** (1/23/25 GHURA
26 Decision)

27 Appeal is made from a Decision on Protest of Method,
28 Solicitation or Award

28 ¹ Summer Vista II DE, LLC and Summer Vista III DE, LLC are collectively hereinafter referred to as
“Summer Vista” or “Appellants” and individually as “Summer Vista II” and “Summer Vista III.”

1 **Date of Contract:** None as date of filing (Appellants requested this
2 information on January 24, 2025, however, GHURA
3 *failed* to respond to Appellant’s January 24, 2025
Sunshine Act Request required by 5 GCA §10103(d)²

4 **Names of Competing Bidders:** (1) Flores Rosa Garden L.L.C. (“Flores Rosa LLC”) the
5 bidder to which GHURA purported to award the 2024
6 LIHTC allocation of \$1,793,120
7
8 (2) Rosewood Park L.L.C. (“Rosewood LLC”), the
9 bidder which was purported to be ranked #2 in a tie with
10 Summer Vista II
11
12 (3) Dos Amantes Development, LLC (“Dos Amantes
13 LLC”)

14 **III. STATEMENT OF GROUNDS FOR APPEAL**

15 **A. GROUNDS FOR APPEAL**

16 Summer Vista brings this appeal of GHURA’s Decision to deny Summer Vista’s January 6,
17 2025 protest (“Protest”)³ regarding GHURA’s award of low income housing tax credits pursuant to
18 its 2024 Low Income Housing Tax Credit QAP (“LIHTC QAP”)⁴ to Flores Rosa LLC as the first
19 ranked proposer, and the ranking of Rosewood LLC as a second ranked proposer in a tie ranking with
20 Summer Vista II.

21 **1. Timeliness of Protest and Appeal**

22 Summer Vista initiated its Protest on January 6, 2025 by sending a letter to GHURA
23 informing GHURA of the following: (1) Flores Rosa LLC’s application and proposal was non-
24 responsive and did not meet the GHURA QAP threshold requirements (including site control &
25 zoning, phase I environmental assessment, and proof of non-profit status requirements); (2) Flores
26 Rosa LLC and its managers, and non-profit member (The Children’s Ark), do not hold a business

27 ² On January 24, 2025, Appellants requested information pursuant to the Sunshine Reform Act of 1999 copies
28 of “[a]ny and all contracts and agreements by and between Flores Rosa Gardens L.L.C. and GHURA relating
to the award of the 2024 Low Income Housing Tax Credit Allocation for the Flores Rosa Project, including
but not limited to any “Carryover Allocation Agreements Pursuant to Section 42(h)(1)E of the Internal
Revenue Code.” See **Exhibit D** (1/24/25 SAR). A response was due from GHURA on February 1, 2025.
GHURA failed to respond to Appellants’ request.

³ See **Exhibit B** (Summer Vista’s Protest).

⁴ See **Exhibit B** (Protest, Ex. 8 - 2024 GHURA QAP).

1 license and are not authorized to transact business on Guam, (3) the evaluation process was critically
2 flawed, and (4) the evaluation scoresheet did not comply with the QAP criteria; and, (5) Rosewood
3 Park LLC, along with its managers and non-profit member (The Children’s Ark), do not hold a
4 business license and are not authorized to conduct business on Guam.

5 On January 23, 2025, GHURA’s Executive Director notified Appellants that the Protest had
6 been denied on timeliness grounds based on the GHURA Appeal Process Procedure and Guam
7 Procurement Law, 5 GCA §5425(a).

8 GHURA’s letter denying Summer Vista’s Protest contains clear legal error in two critical
9 respects. First, it states that GHURA informed Appellants in the Decision that “[t]he Procedure for
10 Appeal to the Board of Commissioners maintained at GHURA’s office provides in Section I, Right to
11 Appeal, Paragraph 3, Time Limit for Filing Appeal, [that] ‘An appeal shall be submitted within ten
12 (10) calendar days after the Executive Director’s award for the successful applicant/applicants.’”

13 **Exhibit A** (1/23/25 GHURA Decision). GHURA’s reliance on the “Procedure for Appeal to the
14 Board of Commissioners” as its guiding rules is clear error. GHURA admitted in response to
15 Appellants’ 1/7/2025 Sunshine Act Request Question #4, that “*there are no documents* relating to the
16 adoption, approval and promulgation of any GHURA’s Appeals and Process Procedure.” See
17 **Exhibit J** (1/23/25 SAR Response). Appellants specifically requested if the Procedure for Appeal to
18 the Commissioners was ever adopted by GHURA. On January 7, 2025, Appellants requested the
19 same records from the Guam Legislature, and on January 17, 2025, Joann Camacho, the Executive
20 Director of the Guam Legislature confirmed that “after thorough search of our records, there are no
21 documents [responsive] to your request.” t.” See **Exhibit L** (1/7/25 SAR to Legislature); see also
22 **Exhibit K** (1/17/25 SAR Response).

23 It is therefore undisputed that the so-called Procedure for Appeal to the Board of
24 Commissioners rules have never been approved and adopted by GHURA’s Board, and that they were
25 not promulgated pursuant to the Administrative Adjudication Law (“AAL”) at 5 GCA §9100 *et seq.*
26 Because the Procedure for Appeal to the Board of Commissioners rules cited by GHURA have not
27 been approved, adopted or promulgated they are a nullity with no force or bearing on Summer Vista’s
28

1 appeal. Notably, and not surprisingly given the above, the GHURA appeal rules are not posted on
2 GHURA’s website.

3 GHURA’s second stated ground for denying the Protest is based on Guam Procurement Law:

4 Assuming, *arguendo*, that the Guam Procurement Law does govern the LIHTC
5 program, Summer Vista II and Summer Vista II still missed the deadline to submit
6 their procurement protest. The Guam Procurement Law in 5 GCA § 5425(a), Right
7 to Protest, states, "Any actual or prospective bidder, offeror, Of. contractor who
8 may be aggrieved in connection with the method of source, selection, solicitation
9 or award of a contract, may protest to ... the head of a purchasing agency. The
10 protest shall be submitted in writing within fourteen (14) days after such aggrieved
11 person knows or should know of the facts giving rise thereto." As such, Summer
12 Vista II and Summer Vista III missed the protest filing deadline in writing of on or
13 before January 1, 2025 even if the Guam Procurement Law governed the LIHTC
14 program.

11 **Exhibit A** (1/23/25 GHURA Decision).

12 Ray Topasna, the previous GHURA executive director in 2012 and 2019-2022, requested an
13 opinion from the Office of the Attorney General (“OAG”) on the issue of applicability of Guam
14 Procurement Law to federal programs such as LIHTC.⁵ The OAG issued a legal memorandum on
15 December 17, 2012 confirming that LIHTC program together with other federal programs
16 administered by GHURA *are not exempt* from the Guam Procurement Law. *Id.*

17 Summer Vista’s Protest was timely. The critical and relevant information relied upon for its
18 Protest—*e.g.*, Flores Rosa’s LIHTC application and proposal, was obtained through a December 10,
19 2024 Sunshine Act Request to GHURA (“12/10/24 SAR”). The 12/10/24 SAR was sent the same
20 day the GHURA Board of Commissioners (“GHURA Board”) voted to approve the LIHTC
21 allocation to Flores Rosa LLC, and eight (8) days before GHURA formally notified Summer Vista of
22 its decision to award the 2024 LIHTC to Flores Rosa LLC). Furthermore, on December 12, 2024,
23 Summer Vista sent litigation hold letters to GHURA, GHURA Board, Flores Rosa LLC, Rosewood
24 LLC, and Pacific Federal Management, Inc. requesting that the parties not destroy any information in
25

26 ⁵ The OAG 12/17/12 Memo specifically references the LIHTC program as one of the federal programs that is
27 *not exempt* from the Guam Procurement Law, and that ***Unless a specific federal statute or regulation***
28 ***provides otherwise, GHURA is not exempt from the Government of Guam Procurement Law.*** (Emphasis
added.)” See **Exhibit B** (Protest, Ex.24 - OAG 12-0850, 12/17/2012 Opinion) (“OAG 12/17/12 Memo”); *also*
see OAG Website at: <https://drive.google.com/file/d/1W5cHwP-ILVNoFcTAgBC8fXibX57JcCra/view> (last
visited 2/2/2025).

1 their possession in anticipation of possible litigation. Despite the 12/10/24 SAR and litigation hold
2 letters, which put GHURA on notice that Summer Vista had concerns regarding the scoring and the
3 potential award of the LIHTC credits to Flores Rosa LLC, GHURA delayed its response to the
4 12/10/24 SAR until December 26, 2024. It took GHURA a total of sixteen (16) days (until 3:21 p.m.
5 on December 26, 2024) to respond to Summer Vista’s 12/10/25 SAR with documents GHURA
6 should have had readily available. Until that response, Summer Vista could not have known of the
7 deficiencies in Flores Rosa LLC and Rosewood LLC’s applications, their failure to meet the QAP’s
8 threshold requirements, and the fundamental flaws in GHURA’s evaluation process.

9 Under the Guam Procurement Law, Summer Vista had fourteen (14) days from the time it
10 became aware of the facts giving rise to the matters in the Protest to file a protest. Summer Vista
11 timely filed its Protest on January 6, 2025 -- eleven (11) days after December 26, when it became
12 aware of the facts giving rise to the matters raised in the Protest, well within the fourteen (14) day
13 statutory filing deadline.

14 On January 23, 2025, Appellants’ counsel wrote a letter to Ms. Napoli, the executive director
15 of GHURA asking her to “[p]lease identify by close of business, Friday, January 24, 2025, which
16 rules and regulations GHURA is following with respect to this LIHTC Appeal/Protest.” See
17 **Exhibit C** (1/23/25 Ltr. to GHURA). GHURA did not respond on January 24. On January 28, 2025
18 Summer Vista sent a second request to her by e-mail asking for a response to the January 23, 2025
19 letter. See **Exhibit M** (1/28/25 Email to GHURA). At the time of the filing of this Appeal, GHURA
20 still has not responded.

21 On February 3, 2025, Summer Vista notified GHURA of its second Protest which asserts new
22 and independent bases for challenging GHURA’s assertion that the GHURA Appeal Rules and
23 Procedure apply to this LIHTC procurement. See **Exhibit N** (2/3/25 Summer Vista’s Protest #2).

24 Summer Vista brings its timely appeal of the Decision pursuant to 5 GCA §5425(e) within the
25 15-day statutory period for appeal. This Notice of Appeal and the supporting evidence and
26 documents referenced herein, collectively constitute Summer Vista’s appeal of GHURA’s January
27 23, 2025 denial of Summer Vista’s Protest.
28

1 **2. Issues Subject to Appeal**

2 Summer Vista’s Protest and this Appeal are based on the following independent bases:

3 1. GHURA completely abdicated its duties to conduct an initial review Flores
4 Rosa LLC and Rosewood Park LLC’s LIHTC applications to determine compliance with
5 mandatory threshold requirements of the QAP, and that it was a responsive and responsible
6 bidder:

7 a. Flores Rosa LLC and Rosewood LLC failed to comply with Guam law
8 11 GCA §70130(a) requiring businesses to have business licenses.

9 b. Flores Rosa LLC was required but failed to provide evidence of site
10 control.

11 c. Flores Rosa LLC’s Phase I Environmental Assessment Report does not
12 comply with QAP threshold requirement that the report address lead-based paint and
13 asbestos. Here, the report excluded matters relating to lead-based paint and asbestos,
14 and the report was not signed and certified by the environmental engineer who
15 conducted the assessment.

16 d. Flores Rosa LLC’s proposed non-profit organization “The Children’s
17 Ark” does not meet the LIHTC program requirements relating to “qualified non-profit
18 organizations.”

19 2. GHURA’s evaluation of the five (5) LIHTC applications was critically flawed
20 and compromised because the evaluators failed to follow the objective criteria for scoring
21 which resulted in unfair, flawed and incorrect scoring. Points were improperly and
22 wrongfully allocated to Flores Rosa LLC and Rosewood LLC when they clearly and
23 obviously did not meet the objective qualifications or requirements in the QAP. Evaluators
24 also considered out-of-scope matters deviating from the objective criteria in the QAP when
25 scoring.

26 3. GHURA failed to follow the QAP score sheets broken down based on the 14
27 Criteria and its respective subparts established in the QAP. GHURA modified the scoresheet
28 by combining all of the criteria subparts for each of the 14 Criteria. This modification made it

1 impossible to verify scoring compliance and accuracy because, unless the evaluator broke
2 down the scoring for each Criteria subpart, it was not impossible to determine how many
3 points an evaluator gave for separate criteria subparts.

4 4. GHURA's LIHTC 2024 Completion Review Memo prepared by GHURA
5 management for the GHURA Board confirms that neither Flores Rosa LLC or Rosewood
6 LLC has prior LIHTC developer experience (Criteria 5). REMAX realty which has no
7 LIHTC management experience, was designated the team member who would be managing
8 the LIHTC project for Flores Rosa LLC (and presumably for Rosewood LLC as well). Yet,
9 four of the five GHURA's evaluators awarded the *full twelve (12) points* for Criteria 5 to
10 Flores Rosa LLC and Rosewood LLC even though GHURA's own memo established that
11 neither applicant had the requisite LIHTC developer experience (6 points) or LIHTC project
12 management experience (6 points).

13 5. GHURA made misrepresentations to the GHURA Board to cover up a deeply
14 flawed administration and evaluation of the LIHTC procurement. During the December 10,
15 2024 GHURA Board meeting, GHURA's LIHTC Chief Planner, Katherine Taitano, was
16 asked by the Chairman of the Board whether LIHTC development experience is a relevant
17 criterion in order to support GHURA management's recommendation to award the 2024 tax
18 credits to Flores Rosa LLC and the ranking of Rosewood LLC as #2. In her response, she
19 misrepresented that LIHTC development experience *is not* a criterion in the QAP. Ms.
20 Taitano's misrepresentation to the Board of a fact material to the evaluation is evidence of the
21 cover up of a deeply flawed evaluation and mismanagement of the LIHTC QAP procurement.

22 6. GHURA acted in bad faith. Its wrongful conduct continued after denying
23 Summer Vista's Protest. GHURA refused to comply with Guam law when it tried to cover
24 up the flawed evaluation process and then attempted to derail Summer Vista's Protest by
25 ignoring Summer Vista's request for copies of LIHTC contracts under Sunshine Act and for
26 confirmation regarding GHURA's appeal process. The deeply flawed evaluation, the lack of
27 transparency and complete disregard for Summer Vista's requests for information under the
28 Sunshine Act, the refusal to provide information regarding LIHTC contracts, and the

1 extensions/delays in responding to Summer Vista’s SAR, are part of the cover up and
2 mismanagement of the LIHTC QAP procurement.

3 7. The award of the 2024 tax credit to Flores Rosa LLC, and ranking of Flores
4 Rosa LLC as #1 and Rosewood LLC as #2, was based on a flawed and unfair solicitation
5 process designed to push through the award of the 2024 tax credit to Flores Rosa LLC and the
6 remaining tax credit available to Rosewood LLC.

7 8. Any contract *e.g.*, allocation of credits agreement, entered into between
8 GHURA and Flores Rosa LLC purporting to allocate the LIHTC credits to Flores Rosa LLC
9 is void under Guam law because such contract was entered into in contravention of the
10 mandatory automatic stay provided for by statute, 5 GCA §5425(g).

11 **B. SUPPORTING FACTS**

12 The following facts support Summer Vista’s Protest and this Appeal:

13 **Procedural Background**

14 1. On December 10, 2024, the GHURA Board of Commissioners (“GHURA Board”)
15 held a meeting during which they, by majority vote, approved the ranking and award of the 2024
16 LIHTC in the amount of \$1,793,120 to Flores Rosa LLC. Immediately following the meeting, Core
17 Tech Development LLC (“Core Tech”), the developer for Summer Vista II and Summer Vista III,
18 through counsel, submitted a Sunshine Act Request (“SAR”) to GHURA and the GHURA Board.
19 This SAR sought information related to Flores Rosa LLC and Rosewood LLC’s application and
20 proposals, and other information including but not limited to, GHURA reports, the Evaluation
21 Committee’s evaluation forms and score sheets. *See Exhibit B* (Protest, Ex. 1 - 12/10/24 SAR).

22 2. On December 12, 2024, Core Tech, through counsel, sent litigation hold letters to
23 GHURA’s Executive Director and the GHURA Board, notifying them of its intent to file a protest.
24 The protest concerned (1) the award of the 2024 LIHTC to Flores Rosa LLC, and (2) the ranking of
25 the Rosewood LLC project as the second-ranked project. These letters also informed GHURA of its
26 obligation to preserve and retain all relevant information. *See Exhibit B* (Protest, Ex. 2a - 12/12/24
27 Litigation Hold Ltr. to GHURA BOC and Ex. 2b - 12/12/24 Litigation Hold Ltr. to GHURA
28 Executive Director).

1 3. On December 16, 2024, GHURA requested a 10-day extension to respond to Core
2 Tech's 12/10/24 SAR. *See Exhibit B* (Protest, Ex. 3 - 12/16/24 Ltr. from GHURA).

3 4. On December 18, 2024, GHURA notified Summer Vista of its decision to award the
4 2024 LIHTC to FRGL. *See Exhibit B* (Protest, Ex. 4 - 12/18/24 Ltr. from GHURA).

5 5. On December 26, 2024, GHURA provided its response to Core Tech's December 10,
6 2024, Sunshine Act Request. However, GHURA refused to produce several categories of requested
7 documents, including materials related to Rosewood LLC's application, proposal, and
8 communications. *See Exhibit E* (12.26.25 GHURA SAR Response without Exhibits).

9 6. On January 6, 2025, Summer Vista sent its protest letter to GHURA protesting the
10 award of the tax credits to Flores Rosa LLC and the ranking of Rosewood LLC as the #2 bidder. *See*
11 **Exhibit B** (Protest).

12 7. On January 7, 2025, Summer Vista, through counsel, submitted a Sunshine Act
13 Request to GHURA, seeking among other things, all rules, regulations, manuals, policies, and
14 procedures related to the 2024 LIHTC QAP and GHURA's appeals and process procedures, and
15 GHURA's promulgation of those appeal rules and regulations and compliance with the AAL. *See*
16 **Exhibit F** (1/7/24 SAR).

17 8. On January 13, 2025, GHURA requested a 10-day extension to respond to the request,
18 extending its response date to January 23, 2025. *See Exhibit G* (1/13/25 GHURA Notice of
19 Extension). In its extension letter, GHURA did not identify any "usual circumstances" required for
20 requesting the ten (10) day extension under 5 GCA §10103(e).

21 9. On the morning of January 14, 2025, GHURA canceled the board meeting due to a
22 lack of quorum. The meeting had been scheduled to take place that day, with the 2024 LIHTC
23 QAP/Application Cycle listed as an item under "Old Business" on the agenda. *See Exhibit H*
24 (1/14/25 GHURA Email); *see also Exhibit I* (1/14/25 GHURA BOC Agenda).

25 10. On January 23, 2025, GHURA issued its Decision denying Summer Vista's
26 Appeal/Protest. *See Exhibit A* (12/23/25 GHURA Decision). GHURA's denial was two-fold. First,
27 GHURA denied the Appeal/Protest on timeliness ground based on the 2024 LIHTC QAP, stating
28 that, "[a]ll appeals shall be resolved in accordance with GHURA's Appeals Process Procedure." *Id.*

1 GHURA incorrectly determined that the deadline for Summer Vista's Appeal/Protest was December
2 28, 2024. *Id.* Second, GHURA also denied the Appeal/Protest based on the Guam Procurement
3 Law, and erroneously concluded that the Appeal/Protest was untimely under Guam's Procurement
4 Law, stating that the deadline for the Appeal/Protest was January 1, 2025. *Id.*

5 11. GHURA's determination that the Protest was not timely was legally and factually
6 incorrect.

7 12. On January 23, 2025, fourteen (14) days after Summer Vista issued the 1/7/25 SAR
8 and having failed to identify the "unusual circumstances" required under 5 GCA §10103(e) for the
9 10-day extension, GHURA produced a single 4-page document titled "Procedure for Appeal to the
10 Board of Commissioners." *See Exhibit J* (1/23/25 Response to 1/7/25 SAR).

11 13. On January 23, 2025, after denying the Protest, Summer Vista asked GHURA to
12 identify the appeal rules that GHURA is following with respect to this Protest by close of business
13 January 24, 2025. *See Exhibit C* (1/23/25 Ltr. To GHURA). GHURA did not reply. Summer Vista
14 followed up again on January 28, 2025. *See Exhibit M* (1/28/25 Email to GHURA). GHURA
15 ignored both requests.

16 14. In a Sunshine Act Request to GHURA dated January 24, 2025, Summer Vista
17 requested from GHURA copies of any contracts e.g., tax credit allocation agreements, signed
18 between GHURA and Flores Rosa LLC relating to the LIHTC project. *See Exhibit D* (1/24/25 SAR).
19 GHURA ignored this request and as of the date of the filing of this Appeal it has not provided a
20 response.

21 15. On February 3, 2025, Summer Vista sent a notice of protest to GHURA asserting new
22 and independent bases for challenging GHURA's assertion that the GHURA Appeal Rules and Procedure
23 apply to this LIHTC procurement. *See Exhibit N* (2/3/25 Summer Vista's Protest #2). This is
24 Summer Vista's second protest to GHURA relating to the 2024 LIHTC QAP and award to Flores
25 Rosa LLC.

26 //

27 //

28

Facts Relevant to Flores Rosa LLC

16. The QAP requires all 2024 LIHTC applications and proposals be reviewed by GHURA management to determine compliance with Section II Federal and GHURA Threshold Requirements of the QAP, and the bidders were responsible bidders, *e.g.*, contained requisite supporting documents to demonstrate compliance with business license laws, LIHTC development and management experience, met the “qualified non-profit organization” requirement in the QAP, established site control, and included a complete Phase I Environmental Site Assessment.

17. Flores Rosa LLC was formed for the purpose of owning and managing real property. The company is structured as a multi-member limited liability company with ownership divided among three entities. *See Exhibit B* (Protest, Ex. 7 - FRGL Articles). Salas Development L.L.C., a Guam-based company, holds the majority interest with 89% ownership. *Id.* Tasi Homes Manager Co., Inc., a CNMI-based company, owns 10% while The Children’s Ark Inc., a Guam based non-profit organization holds the remaining 1%. *Id.* Neither Flores Rosa LLC nor any of its members possess a Guam business license. *See Exhibit B* (Protest, Ex. 25 - 1/6/25 Request to DRT). To meet the “qualified non-profit organization” requirement in the QAP, Flores Rosa LLC submitted a September 27, 2022 letter from the IRS granting The Children’s Ark its tax-exempt status. *See Exhibit B* (Protest, Ex. 26 - 9/27/22 IRS Determination Letter). However, The Children’s Ark Inc. amended its articles of incorporation on October 15, 2024 to comply with LIHTC non-profit set-aside requirements under IRC §42, by changing the organization’s tax-exempt purpose to include “fostering of low-income housing”.⁶ *See Exhibit B* (Protest, Ex. 14 - 10/15/24 Ark Amended AOI). The Children’s Ark’s September 27, 2022 IRS Determination Letter may not be relied upon for the LIHTC procurement, and therefore does not meet the QAP non-profit organization requirement.

18. Even so, all five evaluators allotted Flores Rosa LLC the 1-point allotted for meeting the requirement of Criteria 9 -- “qualified non-profit organization” *See Exhibit B* (Protest, Ex. 20 - FRGL Evaluations).

⁶ IRS Treasury Regulations state “that a ruling of or determination letter recognizing exemption may not be relied upon if there is a material change inconsistent with the exemption in the character, the purpose, or the method of operation of the organization.” Treas. Reg. 601.201(n)(3)(ii). *See also* Treas. Reg. § 1.501(a)-1(a)(2) and IRS Rev. Proc. 2035-5, Section 11.

1 Committee. From October 28, 2024 through November 18, 2024, GHURA’s five-member
 2 Evaluation Committee reviewed and assessed the five applications. *See Exhibit B* (Protest, Ex. 15 -
 3 Cycle Review Memo). The Evaluation Committee was tasked to ensure compliance with program
 4 requirements and evaluating project feasibility based on the objective criteria. *See Exhibit B* (Protest,
 5 Ex. 5 - 12/10/24 Memo to BOC). However, evaluators improperly applied subjective interpretations,
 6 deducting points in some areas and awarding points in others based on factors not outlined in the
 7 QAP. This approach was not applied uniformly among evaluators, resulting in inconsistencies in the
 8 scoring process.

9 24. For example, Criteria 3: Project Characteristics of the QAP evaluates design,
 10 functionality, and sustainability based on six objective subcategories in the QAP, each allocated 2
 11 points. Summer Vista II and III met all subcategories and should have received full points. However,
 12 one evaluator improperly deducted two points from each project based on factors not included in the
 13 QAP, such as typhoon shutters, while awarding full points to other projects for similar out-of-scope
 14 factors. *See Exhibit B* (Protest, Ex. 18 - SVII Evaluations and Ex. 19 - SVIII Evaluations)

15 25. The December 10, 2024 Low Income Housing Tax Credit Program 2024 Competition
 16 Cycle Review memorandum prepared by GHURA (“12/10/24 GHURA LIHTC Memorandum”) for
 17 the December 10, 2024 Board meeting states that GHURA’s management determined that neither
 18 Flores Rosa LLC or Rosewood Park projects had LIHTC program developer experience. An excerpt
 19 of the GHURA memorandum is presented below:

	Project 1	Project 2	Project 3	Project 4	Project 5
Name	Dos Amantes Senior Residence	Summer Vista II	Summer Vista III	Rosewood Parks	Flores Rosa
Developer has prior experience with LIHTC program	Yes	Yes	Yes	No	No

24
 25 *See Exhibit B* (Protest, Ex. 5 at 5). Despite this, four out of five evaluators awarded the project the
 26 full 12 developer experience points, while the fifth evaluator, acknowledging the lack of experience,
 27 arbitrarily awarded partial points, citing confidence that Flores Rosa LLC could “fulfill the mission.”
 28 *See Exhibit B* (Protest, Ex. 20).

1 26. Flores Rosa LLC misrepresented in its proposal that it had a “history of bidding and
2 completing LIHTC projects” relying on Bob Salas’ prior unsuccessful and failed Tower 70 L.P.
3 LIHTC project as a LIHTC project that he successfully developed and completed.⁷

4 27. During the December 10, 2024 GHURA Board of Commissioners Meeting, the
5 commissioners raised concerns about how the Flores Rosa LLC and Rosewood LLC project
6 developers who had no prior experience could outperform a Summer Vista II and III’s established
7 LIHTC developer. Ms. Katherine Taitano, GHURA’s Chief Planner, misled the commissioners by
8 asserting that general housing development experience – not LIHTC development experience was the
9 focus in QAP scoring criteria:

10 COMMISSIONER DELIA: So, I do have a question based on reviewing these documents.
11 The QAP is basically very specific. ***How can the developers who have no experience or***
12 ***past experience get a higher score than the developers who have that many years of***
experience?

13 MS. TAITANO: Good afternoon, Commissioners. ***The developers in question, all of them***
14 ***have experience in development of projects, large projects, and housing projects. But yes,***
15 ***you're correct, as far as Guam is concerned, this particular developer [PFM] has not before***
16 ***competed. The question is -- there are questions asked with respect to their experience in***
17 ***housing development. To answer as to why one with prior experience has not outshone the***
18 ***one that is -- you know, with new, is the devil is in the details with respect to their rankings***
and they're the individuals who did that. I apologize, I wish I had a better answer but
clearly there were elements in the scoring that warranted according to our panel the
ranking and the scoring that they were given.

19 CHAIRMAN RIVERA: So, if I understand what you're saying, you're saying that based
20 on the criteria, ***it's more about experience in development or being a developer in the scale***
of the project more so than their -- them having had previous experience with LIHTC? ...

21 MS. TAITANO: ***There are no specific additional credits provided or awarded for having***
22 ***prior LIHTC experience.***

23 CHAIRMAN RIVERA: So, is there -- I guess then the question could be, is there a reason
24 why that that information is applicable?

25 ⁷ Flores Rosa LLC represented that its majority member, Salas Development Corporation, possessed a “history
26 of bidding and completing LIHTC projects.” See **Exhibit B** (Protest, Ex. 22 - FRGL Application at 16).
27 However, Salas Development Corporation was only formed on October 15, 2024 and it does not have a
28 business license, and history or experience with LIHTC projects. See **Exhibit B** (Protest, Ex. 25). It also touts
the experience of Bob Salas who was the President of Tower 70, Inc., the company awarded the LIHTC credits
in 2011 for Tumon Heights Tower LIHTC project (“Tower 70 L.P.”). However, Bob Salas’ only experience in
LIHTC development was Tower 70 L.P., which he was unable to complete due to his inability to secure a
syndicator. He ultimately sold the project to Core Tech Development, which successfully completed it in
December 2014. See **Exhibit B** (Protest, Ex. 16 - Tower 70, Inc. Stock Purchase Agreement).

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MS. TAITANO: Why -- excuse me, forgive me, Director.

....

MR. ESTEVES: *So, it's just general information [the LIHTC 2024 Completion Review Memo], kind of an overview of the projects and the developers, not germane to the ranking provided by the panelists who were voting purely on the application and the criteria in the QAP.*

MR. ESTEVES: So, it's additional consideration the board may take up as part of their Determination.

CHAIRMAN RIVERA: Okay. Noted. Thank you.

MR. ESTEVES: So, germane for you but it wasn't germane for the panel.

CHAIRMAN RIVERA: For the panel on their ranking?

MR. ESTEVES: Correct.

See **Exhibit B** (Protest, Ex. 6 at 10-13).

28. Counsel for Summer Vista requested to address the GHURA Board, and before any specific issue was identified, the chief planner voluntarily admitted that her earlier statement regarding the irrelevance of LIHTC developer experience was incorrect, acknowledging that it is, in fact, a relevant criterion under the QAP:

MS. TAITANO: . . . Also, if this is -- I don't know if this is the right time, but I misspoke and Ms. Tang did mention it, and I would like to comment on that if you'd let me. But with respect to what you want to do, if you want to deliberate with additional information, the scoresheets and the notes are available to you.

MS. TAITANO: Attorney Tang characterized it as an inaccuracy when I misspoke, and I am sorry for that. Commissioner Rice?

....

MS. TAITANO: No, Commissioner Delia. Sorry. *You asked about how a group can -- how a developer can come in who has prior LIHTC experience, or not prior LIHTC experience and still do better than one with LIHTC, part of the scoring under management does address in pages 8 to 20 I think in the QAP; and in the management one, it does give additional points if you do have LIHTC experience. Now, that said, then the other criteria must have been where the developers -- or the panelists found differences enough to find that the folks without development experience were still going to rank high on the -- as number 2.*

1 MR. ESTEVES: LIHTC development experience. Right?

2 MS. TAITANO: LIHTC development experience, yes. In the scoring. And I do apologize.

3 MR. ESTEVES: So, to clarify for the record, there is consideration for LIHTC
4 development experience. Right?

5 MS. TAITANO: LIHTC development experience, yes. In the scoring. And I do apologize.

6 *See Exhibit B* (Protest, Ex. 6 at 25-28).

7 29. Commissioner Karl Corpus raised additional concerns that the QAP evaluation sheet
8 did not follow the requirements outlined in the QAP. The commissioner requested a full breakdown
9 of the scoring process to verify whether QAP criteria were correctly applied. Deputy Director
10 Fernando Esteves stated that the information supporting the scoring was contained in the applications
11 and that these applications were considered proprietary, which is why they were not included in the
12 board packets:

13 MR. CORPUS: The project – *well, the points that each one of the bidders are putting down*
14 *here, there's no – it shows on the last – the last point in the commissioners' packet, the*
15 *amount of points for each area. For instance, community engagement, strategy, community*
16 *work, one point, et cetera. But it doesn't show us what project or you know, what's the*
17 *points were given for each part of that. Starting with Project Number 1 here, a total of 12.1,*
I don't have any information on how they came up with that number, 12.1. Only the
explanation of each points.

18

19 MR. CORPUS: If we can chair this for two weeks, I mean get right down to another week to
20 review.

21

22 MR. ESTEVES: There's some things we can't put out, like we're not going to put out the
23 application, right? And trust me, there are companies out there that they will try to FOIA.
24 Because they're trying to see what the other competition's doing. So there's somethings just
like a procurement, we can't necessarily just put out there.

25 MR. CORPUS: Okay.

26 MR. ESTEVES: But we can just definitely arrange for the board to review the documents if
27 you want to look at the applications and look at it with the scoring sheets.

28 MR. CORPUS: That's where --

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MR. ESTEVES: Yeah.

MR. CORPUS: -- We are getting to right here, right? We can --

CHAIRMAN RIVERA: Well, that was my question, right? Is there any additional information that you're needing, right?

MR. CORPUS: The scoring on the information.

CHAIRMAN RIVERA: Okay.

MR. CORPUS: On this – you know. I may be wrong but *I'm unsure on the total scores on different things but they don't -- we're not seeing what scores may be available for people with no experience with LIHTC equipment – projects to be over money with.*

CHAIRMAN RIVERA: Okay.

See **Exhibit B** (Protest, Ex. 6 at 34-36).

Facts Relevant to Rosewood LLC

30. Rosewood LLC was formed for the purpose of owning and managing real property. The company is structured as a multi-member limited liability company with ownership divided among three entities. See **Exhibit B** (Protest, Ex. 17 - RPL Articles). Salas Development L.L.C., a Guam-based company, holds the majority interest with 89% ownership. Id. Tasi Homes Manager Co., Inc., a CNMI-based company, owns 10% while The Children's Ark Inc., a Guam based non-profit organization holds the remaining 1%. Id. Neither Rosewood LLC nor any of its members possess a Guam business license. See **Exhibit B** (Protest, Ex. 25 - 1/6/25 Request to DRT).

31. All five evaluators awarded Rosewood LLC full points as a "qualified non-profit organization." See **Exhibit B** (Protest, Ex. 21 - RPL Evaluations). However, if Rosewood LLC relied on the same September 27, 2022, IRS determination letter submitted by Flores Rosa LLC to establish The Children's Ark's tax-exempt status, then the full point allotment was erroneous, as The Children's Ark materially changed its tax-exempt purpose in October 2024, rendering the 2022 IRS determination letter unreliable for meeting QAP requirements.

32. In the GHURA 12/10/24 LIHTC Memorandum, GHURA determined that the Rosewood LLC project lacked LIHTC developer experience. See **Exhibit B** (Protest, Ex. 5 at 5).

1 Despite this, four out of five evaluators awarded the project the full 12 developer experience points,
2 while the fifth evaluator, acknowledging the lack of experience, arbitrarily awarded 4 points. *See*
3 **Exhibit B** (Protest, Ex. 21 - RPL Evaluations).

4 **IV. STATEMENT OF THE RULINGS REQUESTED**

5 Summer Vista respectfully requests the Office of Public Accountability make the
6 findings and order the requested relief as follows:

- 7 **A.** That, upon filing of this Appeal, Order that the 2024 LIHTC solicitation be and is
8 suspended pursuant to 5 GCA 5425(g).
- 9 **B.** Find that the Guam Procurement Law applies to this Appeal.
- 10 **C.** Find that Summer Vista's Protest was timely.
- 11 **D.** Find that the Procedure for Appeal to the Board of Commissioners rules have never
12 been approved and adopted by GHURA's Board, and that they were not promulgated
13 pursuant to the Administrative Adjudication Law at 5 GCA §9100 *et seq.*, and
14 therefore, have no force or bearing on Summer Vista's appeal.
- 15 **E.** Find that GHURA failed to follow the QAP when it materially altered the evaluator
16 scoring sheet.
- 17 **F.** Find that the GHURA Evaluation Committee improperly applied subjective
18 interpretations, deducting points in some areas and awarding points in others based on
19 factors not outlined in the QAP. This approach was not applied uniformly among
20 evaluators, resulting in inconsistencies in the scoring process.
- 21 **G.** Find that the evaluation was flawed and that Flores Rosa LLC did not meet threshold
22 QAP requirements, and was therefore a non-responsive proposer.
- 23 **H.** Find that the evaluation was flawed and that Rosewood LLC did not meet the
24 threshold QAP requirements, and was therefore a non-responsive proposer.
- 25 **I.** Find and Order that Flores Rosa LLC and Rosewood LLC are disqualified from
26 participating in the 2024 LIHTC solicitation.
27
28

- 1 **J.** Find and Order that Summer Vista II and Summer Vista III should be ranked #1 and
 2 #2, respectively, and should be awarded the 2024 LIHTC allocations.
- 3 **K.** Find and Order that GHURA shall be transparent and act in good faith in all matters
 4 relating to its procurement activities.
- 5 **L.** That Summer Vista be awarded reasonable costs pursuant to statute, 5 GCA § 5425(h).
- 6 **M.** For such other relief that the OPA deems appropriate.

7

8 **V. SUPPORTING EXHIBITS, EVIDENCE, AND/OR DOCUMENTS**

9 Attached hereto are the following supporting documents and evidence to substantiate the
 10 foregoing claims and grounds for appeal:

- 11 1. **Exhibit A** 1/23/25 GHURA Decision
- 12 2. **Exhibit B** Summer Vista's Protest
- 13 Ex. 1 12/10/24 Sunshine Act Request to GHURA
- 14 Ex. 2a 12/12/24 Litigation Hold Letter to GHURA Board
- 15 Ex. 2b 12/12/24 Litigation Hold Letter to GHURA Executive Director
- 16 Ex. 3 12/16/24 Letter from GHURA
- 17 Ex. 4 12/18/24 Letter from GHURA
- 18 Ex. 5 12/10/24 GHURA Management Memo to GHURA Board
- 19 Ex. 6 12/10/24 GHURA Board Meeting Partial Transcript
- 20 Ex. 7 Flores Rosa Garden L.L.C. Articles of Organization
- 21 Ex. 8 2024 GHURA Qualified Allocation Plan
- 22 Ex. 9 10/9/24 Grant Deed
- 23 Ex. 12 HSE Phase I EAR
- 24 Ex. 14 10/15/24 Ark Amended Articles of Incorporation
- 25 Ex. 15 2024 LIHTC Cycle Review Memo
- 26 Ex. 16 Tower 70, Inc. Stock Purchase Agreement
- 27 Ex. 17 Rosewood Park L.L.C. Articles of Organization
- 28 Ex. 18 Summer Vista II Evaluations
- Ex. 19 Summer Vista III Evaluations
- Ex. 20 Flores Rosa LLC Evaluations
- Ex. 21 Rosewood LLC Evaluations
- Ex. 22 Flores Rosa Garden L.L.C Application
- Ex. 24 OAG 12-0850, 12/17/2012 Opinion
- Ex. 25 1/6/25 Request to DRT
- Ex. 26 9/27/22 IRS Determination Letter
- Ex. 27 Flores Rosa LLC Site Control Documents
3. **Exhibit C** 1/23/25 Letter to GHURA
4. **Exhibit D** 1/24/25 Sunshine Act Request to GHURA
5. **Exhibit E** 12/26/25 GHURA Response to 12/10/24 Sunshine Act Request
 without Exhibits

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- 6. **Exhibit F** 1/7/24 Sunshine Act Request to GHURA
- 7. **Exhibit G** 1/13/25 GHURA’s Notice of Extension
- 8. **Exhibit H** 1/14/25 E-mail from GHURA Executive Director to J. Tang
- 9. **Exhibit I** 1/14/25 GHURA Board of Commissioners Agenda
- 10. **Exhibit J** 1/23/25 GHURA Response to 1/7/25 Sunshine Act Request
- 11. **Exhibit K** 1/17/25 Legislature Response to 1/7/25 Sunshine Act Request
- 12. **Exhibit L** 1/7/25 Sunshine Act Request to Legislature
- 13. **Exhibit M** 1/28/25 Email from J. Tang to GHURA Executive Director
- 14. **Exhibit N** 2/3/25 Summer Vista’s Protest #2

Although Summer Vista has identified the attached documents and information in support of this Appeal, Summer Vista does not waive its right to rely upon additional documents, information and testimony. To avoid any doubt, Summer Vista’s investigation continues, and it expressly reserves the right to cite to other evidence and to present additional testimony during this Appeal or other proceeding related to the Protest.

VI. DECLARATION REGARDING COURT ACTION

The undersigned party does hereby confirm that to the best of her knowledge that no case or action concerning the subject of this Appeal has been commenced in court. Counsel for Summer Vista agrees to notify the Office of Public Accountability within 24 hours if court action commences regarding this Appeal or the underlying procurement action.

CIVILLE & TANG, PLLC

Dated: February 4, 2025

By: 
JOYCE C.H. TANG
Attorneys for Appellant
Summer Vista DE II, LLC and Summer Vista DE III, LLC

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VERIFICATION
2 GAR 12104(b)(6)

I, Conchita Bathan, the duly authorized representative of Appellants, Summer Vista II DE, LLC and Summer Vista III DE, LLC, the Appellants in the above-entitled action and that I have read the foregoing Notice of Procurement Appeal and Procurement Appeal, and they are true of my own knowledge except as to those matters alleged upon information and belief, and as to those matters, I believe them to be true.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: February 4, 2025.

By: 
CONCHITA BATHAN
*Appellants Summer Vista II DE, LLC and
Summer Vista III DE, LLC*

EXHIBIT A



GHURA

Guam Housing and Urban Renewal Authority
Aturidat Ginima' Yan Rinueban Siudad Guahan
117 Bien Venida Avenue, Sinajana, GU 96910
Phone: (671) 477-9851 · Fax: (671) 300-7565 · TTY: (671) 472-3701
Website: www.ghura.org



Lourdes A. Leon Guerrero
Governor of Guam

Joshua F. Tenorio
Lt. Governor of Guam

John J. Rivera
Chairman

Nathanael P. Sanchez
Vice Chairman

Anisia S. Delia
Commissioner

Emilia F. Rice
Commissioner

Victor R. Torres
Commissioner

Karl E. Corpus
Resident Commissioner

Elizabeth F. Napoli
Executive Director

Fernando B. Esteves
Deputy Director

January 23, 2025

Ms. Joyce C.H. Tang, Esq.
Law Offices of Civile & Tang, PLLC
330 Herman Cortez Avenue, Suite 200
Hagåtña, Guam 96910

VIA E-MAIL: jtang@civilletang.com

Re: Appeal/Protest of the LIHTC Award to Flores Rosa Gardens L.L.C. and Ranking of Rosewood Park L.L.C.

Hafa Adai, Ms. Tang:

This letter is to provide notice that the above-referenced appeal/protest you filed with the Guam Housing and Urban Renewal Authority (GHURA) on January 6, 2025 on behalf of your clients Summer Vista II, DE, LLC (Summer Vista II) and Summer Vista III, DE, LLC (Summer Vista III) is hereby denied due to untimely filing.

In accordance with the 2024 Low Income Housing Tax Credit Qualified Allocation Plan (QAP), it states under its Appeal provision found on page 31, "All appeals shall be resolved in accordance with GHURA's Appeals Process Procedure, copies of which are maintained at GHURA's office." The Procedure for Appeal to the Board of Commissioners maintained at GHURA's office provides in Section I, Right to Appeal, Paragraph 3, Time Limit for Filing Appeal, "An appeal shall be submitted within ten (10) calendar days after the Executive Director's award for the successful applicant/applicants."

On December 18, 2024, GHURA issued notices to all five applicants for the 2024 Low Income Housing Tax Credit (LIHTC) competition cycle vying for the \$6,545,000.00 in 2024 LIHTC tax credits available. The notices sent to applicants indicated that the Board of Commissioners (BoC), at its regular meeting on December 10, 2024, had awarded \$1, 793,120.00 of 2024 LIHTC tax credits to the Flores Rosa Project (FRP), and that the remaining \$4, 751,880.00 in 2024 LIHTC tax credits for allocation would be given further consideration by the BoC at a future meeting. The notices further stated that applicants had the right to appeal the award of 2024 LIHTC tax credits to FRP pursuant to the QAP's Section VI regarding appeal. Thus, the deadline for Summer Vista II and Summer Vista III to have submitted their appeal was on or before December 28, 2024.



Furthermore, you stated in the appeal/protest letter, “GHURA is required to comply with the Guam Procurement Law with respect to the LIHTC program. *See Ex. 24* Office of the Attorney General [OAG] Legal Memorandum (AG 12-08-50) (12/17/2012)”. GHURA respectfully does not come to the same conclusion that this legal memorandum from the OAG requires the LIHTC program to be governed by the Guam Procurement Law.

Assuming, *arguendo*, that the Guam Procurement Law does govern the LIHTC program, Summer Vista II and Summer Vista III still missed the deadline to submit their procurement protest. The Guam Procurement Law in 5 GCA § 5425(a), Right to Protest, states, “Any actual or prospective bidder, offeror, or contractor who may be aggrieved in connection with the method of source, selection, solicitation or award of a contract, may protest to...the head of a purchasing agency. The protest shall be submitted in writing within fourteen (14) days after such aggrieved person knows or should know of the facts giving rise thereto.” As such, Summer Vista II and Summer Vista III missed the protest filing deadline in writing of on or before January 1, 2025 even if the Guam Procurement Law governed the LIHTC program.

Should you have any questions or require further information, please do not hesitate to contact me.

Regards,

Elizabeth F. Napoli
Executive Director

Cc: Board of Commissioners
Chief Planner
In-House Counsel

EXHIBIT B

CIVILLE & TANG, PLLC

www.civilletang.com

Sender's Direct E-Mail:
jtang@civilletang.com

January 6, 2024

BY HAND DELIVERY AND ELECTRONIC MAIL

johninguam@gmail.com

Mr. John Rivera
Chairman
Board of Commissioners
**GUAM HOUSING AND URBAN
RENEWAL AUTHORITY**
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Ms. Elizabeth F. Napoli
Executive Director
**GUAM HOUSING AND URBAN
RENEWAL AUTHORITY**
117 Bien Venida Avenue
Sinajana, Guam 96910

**RE: APPEAL/PROTEST OF THE LIHTC AWARD TO
FLORES ROSA GARDENS L.L.C. AND RANKING OF
ROSEWOOD PARK L.L.C.**

Dear Mr. Rivera and Ms. Napoli:

We are counsel to Summer Vista II DE, LLC ("Summer Vista II") and Summer Vista III, DE, LLC ("Summer Vista III") which are two (2) of five (5) applicants that submitted an application and proposal for the 2024 Low Income Housing Tax Credits ("LIHTC") on October 25, 2024. The evaluators ranking is as follows:

1 st	Flores Rosa Project
2 nd	Summer Vista II Project
2 nd	Rosewood Park Project
3 rd	Summer Vista III Project
4 th	Dos Amantes Project

GHURA Board of Commissioners
Ms. Elizabeth F. Napoli
January 6, 2025
Page 2

The GHURA Board of Commissioners ("BOC") awarded \$1,793,120 of the 2024 LIHTC allocation to Flores Rosa Gardens L.L.C. ("FRGL"), which was ranked first by the evaluation team.

Summer Vista II and Summer Vista III hereby submit their Appeal/Protest¹ of the award to FRGL and the ranking of Rosewood Park as one of the two 2nd ranked project.

On December 10, 2024, the BOC held a meeting during which they, by majority vote, approved the LIHTC Application submitted by FRGL. On December 10, 2024, immediately following the BOC meeting, Core Tech Development LLC (through counsel) ("Core Tech"), the developer for Summer Vista II and Summer Vista III, sent a Sunshine Act Request to GHURA and the GHURA BOC for documents and communications relating to FRGL's application and the Evaluation Committee's evaluation forms and score sheets, among other documents. *See Ex. 1 - 12/10/24 Sunshine Act Requests.*

On December 12, 2024, Core Tech (through counsel) sent letters to GHURA's Executive Director and the BOC, notifying them of its intent to file a protest regarding (1) the award of the 2024 LIHTC to FRGL and (2) the ranking of Rosewood Park L.L.C. project as the second ranked project, as well as informing them of their obligation to preserve and retain all information relevant to the matter. *See Ex. 2a - 12/12/24 Letter from Joyce Tang to GHURA BOC; Ex. 2b - 12/12/24 Letter from Joyce Tang to GHURA Executive Director. Core Tech sent similar letters to FRGL, Pacific Federal Management Inc. ("PFM"), and Rosewood Park, LLC. See Ex. 2c - 12/12/24 Letter from Joyce Tang to FRGL; Ex. 2d - 12/12/24 Letter from Joyce Tang to PFM; Ex. 2e - 12/12/24 Letter from Joyce Tang to Rosewood Park.*

On December 16, 2024, GHURA requested a 10-day extension to respond to Core Tech's December 10, 2024 Sunshine Act Request. *See Ex. 3 - 12/16/24 Letter from GHURA Executive Director to Joyce Tang.*

On December 18, 2024, GHURA notified Summer Vista II of its award of the 2024 LIHTC to FRGL. *See Ex. 4 - 12/18/2024 Letter from GHURA Executive Director to Summer Vista II.*

On December 26, 2024, GHURA responded to Core Tech's Sunshine Act Request. GHURA refused to produce a number of categories of documents, including the application and proposal, documents, and communication relating to the Rosewood Park Project.

Summer Vista II hereby notifies the BOC and GHURA of its appeal and protest of the award to Flores Rosa Gardens L.L.C. Based on the limited and redacted information provided

¹ GHURA is required to comply with the Guam Procurement Law with respect to the LIHTC program. *See Ex. 24 Office of Attorney General Legal Memorandum (AG 12-0850) (12/17/2012).*

by GHURA to date, the Flores Rosa application and proposal are non-responsive and do not satisfy the following GHURA QAP Threshold Requirements:

- (1) II.B.2(c) Site Control and Zoning
- (2) II.B.2.(g) Phase I Environment Assessment
- (3) II.B.2.(h) Proof of Non-Profit Status

Other grounds include: (1) that it FRGL and its managers, and The Children's Ark non-profit member, do not have a business license and therefore are not authorized to transact business on Guam; (2) the evaluation process was critically flawed, and (3) the evaluation scoresheet did not comply with the QAP Criteria.

This Appeal/Protest is supported by the information provided below together with the referenced attached documents. Summer Vista II and Summer Vista III reserve the right to supplement additional information and evidence as they become available.

1. RELEVANT AND BACKGROUND FACTS

Flores Rosa Gardens L.L.C. ("FRGL"),² a Guam limited liability company, submitted an application to the Guam Housing and Urban Renewal Development ("GHURA") on or about October 25, 2024 for participation in the Low-Income Housing Tax Credit Program ("LIHTC") for the 2024 allocation. For the 2024 LIHTC, \$6,545,000 is available for allocation.

The applicant was FRL, and the name of the project is "Flores Rosa Gardens" or the "Project." The developer is Pacific Federal Management, Inc. The Property Management Company is Remax Pacific Alliance Realty ("Remax"). The non-profit member is The Children's Ark Inc., a Guam nonprofit entity.

FRGL proposes a thirty (30) unit new construction Project comprised of twenty-two (22) two-bedroom units and eight (8) one-bedroom units. The Project is located in Tumon Heights on Lot No. 2144-1D-7, Tamuning, Guam ("Property") consisting of 4,046.8 s.m. Title in the Property is held in the name of Robert (Bob) Salas, individually.

Proposals are submitted to GHURA in accordance with the 2024 Low Income Housing Tax Credit Qualified Allocation Plan ("QAP").³ Among other things, the QAP sets forth (1) the criteria to evaluate and allocate tax credits to projects which best meet the housing needs of Guam, and (2) the procedure to monitor for compliance with the provisions of LIHTC. Importantly, the QAP "establishes the eligibility requirements, scoring criteria, and other policies and procedures that ...

² FRGL's application incorrectly states that the applicant's name is Flores Rosa L.L.C.

³ The 2024 QAP was approved by the GHURA Board of Commissioners ("BOC") on July 23, 2024. *See Ex. 8 - 2024 GHURA QAP.*

[GHURA] will use to allocate LIHTCs to eligible projects." **Ex. 8**, at 3. GHURA "provides greater emphasis on larger projects wherein 80% of the project will consists of 1-to-2-bedroom units." *Id.*

The GHURA evaluation team consisted of five individuals, who evaluated the application and proposals from October 28, 2024 through November 18, 2024. *See Ex. 5 - 12/10/24 Memo to Board of Commissioner, at 4.* On December 10, 2024, GHURA BOC voted on a resolution to award \$1,793,120 of LIHTC allocations to the Flores Rosa Gardens Project ("Project"). *See Ex. 6 - Partial Transcript of 12/10/2024 GHURA BOC Meeting, at 45.*

2. FRGL's APPLICATION IS INCOMPLETE AND NON-COMPLIANT WITH QAP THRESHOLD REQUIREMENTS AND APPLICABLE LAWS

A. The Applicants FRGL and RPL, the Largest Member/Manager, and the Non-Profit Organization Member Do Not Have a Business License.

Applicants Flores Rosa Gardens L.L.C. and Rosewood Park L.L.C. ("RPL") were formed for the purpose of owning and managing real property. *See Ex. 7 - FRGL Articles of Organization, at 3; Ex. 17 - RPL Articles of Organization.*

Both entities are owned and managed by three members:

Salas Development L.L.C. (89% membership interest) - Guam company
Tasi Homes Manager Co., Inc. (10% membership interest) – CNMI company⁴
The Children's Ark Inc. (1% membership interest) – Guam non-profit company

See id. § 10.

Under Guam's Business Licensing Law, FRGL and RPL and their managers are required to maintain business licenses to engage in or transact business. *See* 11 GCA § 70130(a) ("It is the policy of the government of Guam that all persons engaging in, transacting, conducting, continuing, doing, or carrying on a business have business licenses.").

Based on a search of the business license records at the Guam Department of Revenue & Taxation, FRGL, RPL, Salas Development L.L.C. and The Children's Ark Inc. do not possess a Guam business license. *See Ex. 25 - 1/6/2025 Request to DRT for Business Licenses.*

Based on the foregoing, none of these entities are authorized to transact business on Guam or the CNMI.

⁴ Counsel for Summer Vista II and III was informed by the CNMI Department of Commerce that no records exist for Tasi Homes Manager Co., Inc. and it is not listed in the CNMI Registrar's company database as of January 6, 2025.

B. FRGL Failed to Comply with the QAP GHURA Threshold Requirement of Having Control of the Site.

The QAP states requires the applicant, FRGL, is required to submit evidence of site control in the form of an executed lease, sale option agreement, fee simple deed, executed land lease, or any other documentation acceptable to GHURA as follows:

To receive consideration for an award of LIHTC, the applicant **must have control of the site in a form acceptable to GHURA**. Evidence of site control shall be submitted with the application for Low Income Housing Tax Credits. Site control shall be substantiated by providing evidence in the form of an executed lease or sale option agreement, fee simple deed, executed land lease, or any other documentation acceptable to GHURA.

See Ex. 8, at Section II.B.2(c).

FRGL has failed to provide any documents showing that it has control of the Property. See Ex. 27 (FRGL Site Control Documents). The only documents submitted by FRGL are a Grant Deed and two title reports showing title held by Robert P. Salas (Sr.), an individual:

- Grant Deed from Calvo Salas Co., Inc. to Robert P. Salas (Sr.) recorded on October 9, 2024 under Instrument No. 1002740. See Ex. 9 - Grant Deed.
- September 19, 2024 Title Guaranty of Guam title report stating that title is vested in Calvo Salas Co., Inc. (1/2 undivided interest) and Robert P. Salas (as sole and separate property) (1/2 undivided interest). The Property is subject to a *Notice of Lis Pendens* filed in the Superior Court of Guam *Robert P. Salas v. Calvo Salas Co., Inc.* (Civil Case 0204-24) recorded on April 15, 2024 under Instrument No. 997232 (“Notice of Lis Pendens”). See Ex. 10 - 9/19/24 Title Guaranty of Guam Title Report.
- October 22, 2024, from Security Title showing title in the name of Robert P. Salas. The title is subject to the Notice of Lis Pendens. See Ex. 11 -10/22/24 Security Title Report; Ex. 23 – 04/15/2024 Notice of Lis Pendens.

The QAP’s threshold requirement of site control is a mandatory requirement – “[e]vidence of site control **must be provided** for all proposed sites.” Ex. 8 Section II.B.2(c), at 6 (emphasis added). The QAP GHURA Threshold requirement of evidence of control of site by FRGL, the applicant, was not provided. Submitting title reports and a copy of a Grant Deed showing Mr. Salas (Sr.)’s ownership of the Property does not meet the site control requirement by FRGL. FRGL failed to comply with the QAP GHURA threshold site control requirement.

Lastly, to the extent Mr. Salas intends to lease or rent the Property to FRGL, Guam's Business License Law requires that he possess a valid service license. *See* 11 GCA § 76101(a), (b) (requiring service licenses to rent or lease undeveloped real property and/or multiple residential rental units). Based on DRT's records, Mr. Salas does not have a valid business license to engage in business on Guam.

FRGL has failed to satisfy the QAP's GHURA Threshold Requirement II.B.2.(c) for site control.

C. The Phase I Environmental Assessment Report Does Not Meet the QAP GHURA Threshold Requirement.

The QAP states that under GHURA's Threshold Requirement II.B.2(g) that the "Phase Environmental Assessment *should address lead-based paint and asbestos*. *See Ex. 8*, at Section II.B.2(g), at 7 (emphasis added).

FRGL submitted a phase I environmental assessment report prepared by HSE Pacific – "HSE Pacific Phase I Environmental Site Assessment Report Lot 2144-D1-7, Tamuning, Guam, with its Proposal ("HSE Phase I EAR"). The HSE Phase I EAR *expressly excludes* assessment or investigation relating to lead-based paint and asbestos:

The site reconnaissance *does not address non-ASTM considerations such as asbestos, lead-based paint*, drinking water quality, or radon, nor does it include sampling or chemical analysis of soils, surface water, or groundwater or an intensive examination of facility hazards (compliance audit). (emphasis added).

See Ex. 12 - HSE Phase I EAR, at 3-4.

Furthermore, the HSE Phase I EAR was not signed by Environmental Professional and did not provide the certification that HSE has performed "All Appropriate Inquiries" in compliance with the standards and practices set forth in 40 CFR Part 312. 40 CFR Part 312.10 sets forth the purpose, applicability, scope and disclosure obligations for "all appropriate inquiries" for the purpose of CERCLA sections 101(35)(B)(i)(I) and 101(35)(B)(ii) and (iii). An excerpt of the signature and certification block from the HSE Phase I EAR is provided below.

7.5 SIGNATURE(S) OF THE ENVIRONMENTAL PROFESSIONAL(S)

"I declare that, to the best of my professional knowledge and belief, I meet the definition of an Environmental Professional as defined in Section 312.10 of 40 CFR 312." "I have the specific qualifications based on education, training, and expertise to assess a property of the nature, history, and setting of the subject site. I, have developed and performed the All-Appropriate Inquiries in conformance with the standards and practices set forth in 40 CFR Part 312."

Missing Signature



Chris Rhodes CIH, CSP, MSPH

Even if GHURA were to ignore the limitations of the report regarding asbestos and lead-based paint and the lack of signature and compliance certification (which GHURA cannot do under the terms of its QAP) the report states at Section 2.7 that "[t]his report is exclusively for the use and benefit of LMS Guam as shown on the cover page of this report. This report is not for the use or benefit of, nor may be relied upon by, any other person or entity without the advance written consent of HSE Pacific. (emphasis added)." *See id.* at 4. LMS Guam is not the Applicant, the developer or a member of the Project team. Thus, the HSE Phase I EAR cannot be relied upon for purposes of complying with the QAP GHURA Threshold Requirement II.B.2.(g) by FRGL or GHURA (and the evaluation team members).

D. FRGL and RPL Failed to Meet the QAP GHURA Threshold Requirement of Proof of Non-Profit Status.

Section II.B.2(h) of the QAP sets forth the GHURA threshold requirement of proof of a qualified non-profit entity and its tax exemption status at the time of the application. FRGL and RPL's non-profit member is The Children's Ark, Inc., a Guam nonprofit entity ("The Children's Ark"). The QAP requires certain documents to be submitted in order to meet the "qualified nonprofit organization" requirement. *See Ex. 8* Section III, Criteria 9, at 17-18.

	DOCUMENTS REQUIRE UNDER QAP § 11.2.(h)	COMMENTS
1	Articles of Incorporation	Amended articles filed on 10/15/24 with DRT include the required purpose under 42 U.S.C. (i)(5)(c)(iii) that "1 of the exempt purposes of such organization includes the fostering of low-income housing." ISSUE: The Children's Ark, Inc. does not have a Guam business license.
2	Copy of current 501(c)(3) IRS Tax Exemption Letter for the Qualified Non-Profit Organization	Exemption letter dated 9/27/22 was based on the original Articles of Incorporation filed on 9/14/2022 which did not include the authorized exempt purpose of "fostering of low-income housing." ISSUE: The required current IRS 501(c)(3) exemption letter covering the new exemption purpose of "fostering of low-income housing" dated after 9/27/22 was not provided.
3	Most recent Treasury Form 990 with all supporting documentation as filed with the IRS	990-N were for 2022 and 2023 calendar years were provided.
4	The Qualified Non-Profit Organization is Required to have a physical office on Guam.	Office location is 238 E. Marine Drive Ste 202, Hagatna Guam 95910

Here, The Children's Ark's original Articles of Incorporation (Dated September 14, 2022), state that the purpose of the non-profit was "to advocate for children and family health and well-being, and for such religious, educational, administrative, scientific, and charitable purposes... under Section 501(c)(3)..." See **Ex. 13** – 9/14/2022 Articles of Incorporation (Ark). The IRS issued its determination letter on September 27, 2022, granting its tax exempt status. See **Ex. 26** - 9/27/22 IRS Determination Letter. The Children's Ark later amended its Articles on October 15, 2024 to comply with LIHTC nonprofit set-aside requirements under IRC § 42, by changing the organization's tax-exempt purpose to include "fostering of low-income housing." See **Ex. 14** – 10/15/ 2024 Amended Articles of Incorporation (Ark).

The IRS guidance states that "[o]nce the IRS recognizes an organization's tax-exempt status, it must notify the IRS if it amends its organizing documents or by-laws, or materially changes its activities from those described in its exemption application."⁵ This is confirmed in the Treasury Regulations "that a ruling of or determination letter recognizing exemption may not be relied upon if there is a material change inconsistent with exemption in the character, the purpose, or the method of operation of the organization." Treas. Reg. § 601.201(n)(3)(ii). See also Treas. Reg. § 1.501(a)-1(a)(2) and IRS Rev. Proc. 2035-5, Section 11.

⁵ See <https://www.irs.gov/charities-non-profits/eo-operational-requirements-notifying-irs-of-changes-in-purposes-or-activities#:~:text=Must%20an%20exempt%20organization%20notify,described%20in%20its%20exemption%20application.> (Last visited 1/6/2025).

Guam's income tax code is the mirror image of the Internal Revenue Code. Not only was The Children's Ark, Inc. required to obtain a new exemption for the new exempt purpose from the IRS, it was also required to obtain the 501(c)(3) exemption from Guam Revenue & Taxation for the amendment. FRGL and RPL did not provide a determination letters from the Dept. of Revenue & Taxation and the IRS that its new exempt purpose of "fostering of low-income housing" is an exempt purpose under the IRC, and therefore, has not met QAP GHURA Threshold Requirement II.B.2.(h).

Lastly, the non-profit organization is supposed to provide the management of the LIHTC project. Based on a search of the business license records at the Dept. of Revenue & Taxation, The Children's Ark, Inc. has never held a business license, a requirement to do business under Guam law. *See* 11 GCA § 70130. *See Ex. 25.*

3. THE EVALUATION PROCESS WAS CRITICALLY FLAWED.

The evaluation team was comprised of five members.⁶ The evaluators were tasked with evaluating the five (5) applications and proposals submitted for the 2024 LIHTC. GHURA is required to "review all relevant data required in the application" from the time it receives the applications and proposals, and through and after the evaluation process. *See Ex. 8*, at 4. Section II.B of the QAP sets forth the Federal Threshold Requirements and GHURA Threshold Requirements. *Id.* at 5-7. It is incumbent on GHURA management to review all applications and proposals to determine compliance with the Federal and GHURA Threshold Requirements. For example, if an applicant did not submit a Phase I Environmental Assessment report (QAP II.B.2.(g)) or provide an agreement showing control of the project site (QAP II.B.2.(c)), the applicant should be disqualified and rejected, and the proposal should not be evaluated.

The only information provided by GHURA regarding how GHURA managed the evaluation process is contained in the "Low Income Housing Tax Credit Program 2024 Competition Cycle Review" memorandum with attachments. *See Ex. 15 - LIHTC 2024 Cycle Review Memo.* The QAP requires each application and proposal to be evaluated and awarded points in accordance with fourteen (14) criteria ("QAP Criteria"). *See Ex. 8* Section III, at 8-20.

The QAP, as required by Section 42(m)(1)(B) of the IRC, establishes clear, measurable benchmarks for evaluating applications for LIHTC. These criteria are structured into defined subcategories to ensure fairness and transparency, enabling consistent evaluation of applications. For example:

⁶ (1) Nicole Alejandro, Section 8 Program Coordinator III, GHURA; (2) Monica Guerrero, Chief Planner, Bureau of Statistics and Plans (BSP); (3) Robert San Agustin, Director, Office of Homelessness Assistance and Poverty Prevention (OHAPP); (4) Philomena San Nicolas, AMP4 Property Site Manager, GHURA; and (5) Ervin Santiago, AE Program Coordinator III, GHURA.

- **Criteria 1: Project Location and Proximity (20 Points):** Points are assigned based on measurable distances to public transportation, grocery stores, health care facilities, and employment hubs.
- **Criteria 3: Project Characteristics (12 Points):** Evaluates project design, sustainability, and functionality using subcategories such as unit layout and energy efficiency.
- **Criteria 5: Developer/Owner and Management Team Experience and Capacity (12 Points):** Requires demonstrable LIHTC-specific experience to qualify for full points.

The IRC emphasizes the need for objective evaluation criteria, stating in Section 42(m)(1)(B) that each QAP must provide a "comprehensive, fair, and impartial method of allocating credits." The QAP's role in ensuring fairness aligns with the Guam Procurement Code (Title 5 GCA § 5001), which mandates strict adherence to procurement criteria to preserve transparency and equity. Any failure to apply these objective benchmarks uniformly violates both federal and local law, undermining the integrity of the LIHTC allocation process.

Based on the review of the information provided by GHURA in response to the Sunshine Act request, there were critical flaws in the evaluation process. *First*, had GHURA conducted a thorough review of the FRGL and RPL applications and proposals for compliance with the QAP Section II Federal and GHURA Threshold Requirements, the Flores Rosa and Rosewood Park applications and proposals would have been deemed non-responsive and the applicants disqualified. *Secondly*, because the evaluators scored (added and deducted) based on out-of-scope items not included or covered in the QAP Criteria, it does not appear GHURA management gave clear instructions to the evaluators to follow the objective criteria and not consider subjective out-of-scope factors.

Another basis for this protest is the improper form of the evaluation scoring sheet. The scoring sheet did not follow the subcategories for each of the QAP 14 criteria. Instead, it lumped all sub-categories together making it difficult if not impossible to tell how points were allocated within subcategories unless the evaluator noted it in the comments. The scoring sheet was modified to lump all subcategory did not track the QAP Criteria main and subcategory point scoring.

The QAP Criteria are supposed to provide specific definitions and remove subjective analysis. It is evident from the scoring that the evaluators deviated from the objective benchmarks, resulting in arbitrary deductions and improper point allocations as discussed below.

A. Improper Deduction from Applicant Summer Vista II and Summer Vista III for QAP Criteria 1 – Project Location and Proximity.

Summer Vista II and Summer Vista III adequately supported their requests for the full allotment of points under Criteria 1: Project Location and Proximity as outlined in the QAP. See

Ex. 8 Section III. Criteria 1, at 9. The application included detailed documentation demonstrating compliance with each subcategory of the criterion:

- **Proximity to Public Transportation (5 Points):** The proposals provided evidence of their locations being within less than 5 miles of accessible public transportation hubs, satisfying the full-point threshold.
- **Proximity to Grocery Stores (5 Points):** The proposals detailed the availability of grocery stores within the requisite distance of less than 5 miles, ensuring that residents would have convenient access to essential goods.
- **Proximity to Health Care Facilities (5 Points):** The proposals identified nearby health care facilities, demonstrating compliance with the proximity requirements for full points.
- **Proximity to Employment Hubs (5 Points):** The proposals included maps and distance analyses showing that their sites were strategically located within less than 5 miles of major employment hubs, meeting the QAP's full-point standard.

Summer Vista II and Summer Vista III detailed comprehensive justifications satisfied the QAP's Criteria 1 - objective benchmarks, which are explicitly defined to ensure fair and consistent scoring. GHURA can verify Summer Vista II and Summer Vista III's proposals to confirm their applications and proposals fully complied with the QAP Threshold Requirements.

The QAP defines Criteria 1 as an evaluation of a project's alignment with community development goals and proximity to public transportation, grocery stores, health care facilities, and employment hubs. Points are assigned based on straightforward distance measurements:

Less than 5 miles: 5 points.

1. 5–10 miles: 4 points.
2. 10 – 15 miles: 3 points.
3. More than 15 miles: 0 points.

The distance from the project to public transportation, grocery stores, etc. and the score that must be given if the distance is met or not met, as the case may be, does not allow for subjective interpretation or consideration of outside factors.

Despite this clear objective standard of measuring distance, an evaluator deducted a total of four points from *Summer Vista II* and *Summer Vista III* stating that he "[Deducted] 1 points [sic] for each category. Distance is close, however, roads are heavily trafficked without sidewalks. Future Buildup in area will improve scores." See **Ex. 18** - Summer Vista II Evaluation Score Sheet, at 10; **Ex. 19** - Summer Vista III Evaluation Score Sheet, at 10. The evaluator improperly applied subjective out-of-scope factors – namely, traffic and availability of sidewalks – and deducted four points for each project.

Summer Vista II and Summer Vista III met the benchmarks to receive the 5 points given if the proximity of the project is within five (5) miles. How and why this happened is not evident from the information provided by GHURA. At the very least, GHURA management failed to provide clear instructions on following the QAP Criteria scoring requirements and to exclude out-of-scope factors when clear objective benchmarks are provided, or GHURA management gave incorrect or no instructions to the evaluators. The improper deductions based on subjective and out-of-scope criteria violate the QAP's purpose of providing objective standards – here, the distance between two locations -- undermining the integrity of the evaluation and scoring process.

B. Improper Deduction from Applicants Summer Vista II and Summer Vista III for QAP Criteria 3: Project Characteristics.

Criteria 3 assesses design, functionality, and sustainability. The QAP breaks this into six subcategories, including **Unit Layout/Space Efficiency**, **Energy Efficiency**, and **Community Spaces and Amenities**, with each subcategory assigned 2 points. These subcategories do not prompt subjective analysis; they are factual benchmarks intended to ensure consistent scoring.

The LIHTC 2024 Application and Panel Results confirmed that *Summer Vista II* and *III* satisfied all subcategories under Criteria 3: Project Characteristics, qualifying for full points. *See Ex. 5*, at 5-7. Despite the clear QAP Criteria, one evaluator deducted two points each for Summer Vista II and Summer Vista III (from the requested 12 to 10) because “the characteristics do not address a sustainable design that will withhold tropical storms/typhoon shutters...” *See Ex. 18*, at 13; *Ex. 19*, at 13. The same evaluator gave Flores Rosa and Rosewood Parks projects the full 12 points requested and specifically noting that the Flores Rosa and Rosewood Parks projects “address[] the unit safety to address storms by installing typhoon proof windows.” *See Ex. 20* Flores Rosa Evaluation Score Sheet, at 13; *See Ex. 21* Rosewood Parks Evaluation Score Sheet, at 13. The two (2) point deduction from Summer Vista II and Summer Vista III reflects a fundamental issue with the application of the QAP's definitions. While the QAP clearly defines the subcategories for Criteria 3, it does not give evaluators the discretion to consider factors outside the specified benchmarks, such as typhoon shutters and typhoon proof windows. By introducing a subjective interpretation, the evaluator deviated from the objective standards intended to ensure fairness and transparency.

This inconsistency underscores GHURA management's failure to provide clear and comprehensive instructions to evaluators on how to apply the QAP's criteria. Without adequate guidance, evaluators were left to make subjective assessments, resulting in improper deductions. Such deviations violate the objectivity required by the QAP and the transparency mandated by Guam Procurement Code Section 5001, undermining the integrity of the LIHTC allocation process.

C. Improper Allocation of Points to Flores Rosa and Rosewood Parks Projects for Category 5 – Developer and Management Team LIHTC Experience

If the flawed deductions under Criteria 1 and Criteria 3 were not sufficient to demonstrate the fundamental issues with the evaluation process, the improper allocation of full points to *Rosa Flores* and *Rosewood Park* under Criteria 5: Developer/Owner and Management Team Experience and Capacity unmistakably highlights the systemic failures. GHURA management's inability or failure to provide clear guidance on the QAP requirements and the proper method for allocating points resulted in significant inconsistencies in evaluator scoring.

At the December 10, 2024 BOC meeting, a commissioner raised a critical question regarding how developers with no prior LIHTC Guam-specific experience could outperform those with extensive LIHTC experience. GHURA management was asked to clarify that the rankings reflected the nuanced scoring of various QAP criteria (including LIHTC developer experience) and, in doing so, misrepresented that the experience was related only to housing development and not specific to LIHTC, that LIHTC experience was provided to the BOC for general information purpose and not germane to the evaluator panel's scoring. *See Ex. 6*, at 10-14. The characterization of LIHTC experience as merely general information rather than a scoring factor, underscores concerns about the transparency and fairness of the evaluation process. These issues are particularly pronounced in cases where developers with verifiable LIHTC experience, such as the developer for Summer Vista II and Summer Vista III, were outscored* by developers lacking comparable experience.

Just like Criteria 1 and 3, the QAP establishes clear, measurable standards for Criteria 5 to ensure fair and objective evaluations. Developers with extensive LIHTC-specific experience and financial stability are entitled to full points under Developer/Owner Experience (6 Points). Similarly, full points under Management Team Experience (6 Points) require demonstrated LIHTC compliance and property management expertise. Developers or teams without such experience are ineligible for the full 6 points, 3 points, or no points based the applicant's ability to meet the benchmarks.

Despite these clear guidelines, the *Flores Rosa* application and proposal failed to meet the QAP's requirements for the full 6 points each for Developer/Owner Experience and Management Team experience (a total of 12 points for each project). In order to receive the full 6 points for Developer/Owner Experience, it had to establish:

- 1) Developer/Owner (or any member/staff of the development team) has a record of successfully completing LIHTC projects.
- 2) Developer/Owner has an understanding of the LIHTC program, application process, and compliance requirements.

- 3) Developer/Owner has the financial stability and capacity i.e., the ability to secure financing, managing costs, and handle any unexpected expenses that may arise during the project.

Ex. 8 Section III. Criteria 5, at 13-14.

Flores Rosa's proposal states that they have a proven track record for LIHTC Project Completion:

Tasi LLC's Chieng Tan and Salas Development Corporation's Bob Salas have a solid history of successfully bidding and completing LIHTC projects. Their extensive portfolio demonstrates that capability of delivering high-quality affordable housing developments on time and within budget, whether on Guam or in Saipan. Notable successes include the local LIHTC Award of Tumon Heights Tower in 2011 and Tasi Homes in Saipan 2012.

See Ex. 22 - Flores Rosa Application – Criteria Justification, at 6.

The Flores Rosa Proposal directs the reader to **Exhibit 6** (Resume and Background Disclosure) for further information regarding their LIHTC experience. See Ex. 22a – Exhibit 6 to Flores Rosa Application – Criteria Justification. *The OAP requires the submission of resume for each member and key staff involved in the development ownership of this project from the Sponsor and Developer.* All members must complete the Background Disclosure Form with original signatures.

There are several issues with regard to the representations made by the Applicant FRGL regarding the teams' LIHTC developer experience.

- (1) FRGL represents that Salas Development Corporation's Bob Salas has a history of bidding and completing LIHTC projects, including the Tumon Heights Tower project (Tower 70 L.P. was the applicant and Bob Salas was the President). The Tumon Heights Tower LIHTC project that was awarded to Tower 70 LP was subsequently sold to Core Tech Development due to Bob Salas' inability to obtain a syndicator. See Ex. 16 - Tower 70, Inc. Stock Purchase Agreement. Core Tech Development, not Bob Salas, completed the LIHTC Tower 70 L.P. project in December 2014. The Tumon Heights Tower project cannot support the Applicant's representation that Bob Salas of Salas Development Corporation has a "history of bidding and completing LIHTC projects" because it was completed without Mr. Salas' involvement.
- (2) The entity Salas Development Corporation referenced in the proposal does not have anything to do with the Flores Rosa Project and may not actually exist. If the proposals are, however, referring to Salas Development L.L.C., the 89% manager member of FRPL, then it still does not provide justification for Bob Salas' LIHTC experience

because Salas Development Corporation was only formed on October 15, 2024, and it does not have a business license, and history or experience with LIHTC projects. None of members of this company (PFM and Salas Holdings LLC) have a history or record of bidding on and completing LIHTC projects.

- (3) The Applicant refers Tasi LLC / Chieng Tan as having a solid history of successfully bidding and completing LIHTC projects. The member, Tasi Home Manager, Co. Inc. (a Saipan company) was not the entity that built the Tasi Homes LIHTC project on Saipan. The Applicant submitted the resumes of Robert (Bob) Salas, Robert (Rob) Salas II, and Gina Campos, but did not submit a resume for Chien Tan as required under the QAP for *each member and key staff involved* in the development ownership of this project from the Sponsor and Developer. As such, there's no information about Tasi Homes LLC, Tasi Home Manager, Co. Inc, and Chieng Tan's LIHTC experience in FRGL's application and proposal for the evaluators to review.
- (4) FRGL and RPL's Articles of Organization lists Tasi Homes Manager Co., Inc., a CNMI corporation, as the 10% owner and manager of these companies. *See Exs. 7 & 17.* The CNMI Registrar's Office does not have any record of this company. It does not appear exist.

Despite the lack of supporting documents for Bob Salas and Chieng Tan's LIHTC development experience as noted above, four of the five evaluators gave Flores Park the full six (6) points for Criteria 5 – Developer/Sponsor Experience.

The Applicant's lack of LIHTC developer experience is confirmed in GHURA's own solicitation records. Attached to the LIHTC 2024 Completion Review Memo prepared by GHURA management is a summary of key criteria comparing the five projects. *See Ex. 5.* GHURA determined that the Flores Rosa Project and Rosewood Parks Project teams did not have prior Developer experience with LIHTC program. An excerpt of the LIHTC 2024 Completion Review Memo prepared by GHURA management is provided below.

	Project 1	Project 2	Project 3	Project 4	Project 5
Name	Dos Amantes Senior Residence	Summer Vista II	Summer Vista III	Rosewood Parks	Flores Rosa
Developer has prior experience with LIHTC program	Yes	Yes	Yes	No	No

The evaluators' scoring of Flores Rosa developer experience criteria relied on the representation of FRGL in its justifications regarding its supposed developer experience, without having the ability to verify Tasi LLC, Tasi Home Manager Co., Inc., and Bob Salas and Chieng Tan's LIHTC developer experience. Notwithstanding this finding, GHURA management did nothing to correct or address improper scoring by the four evaluators.

The issue of how Flores Rosa and Rosewood Park Projects received a higher score than the Core Tech Development team (Summer Vista II and Summer Vista III), a project team with prior LIHTC developer experience came up during the December 10, 2024 BOC meeting. The exchange between Commissioner Delia, Chairman River, and the GHURA Planner Kathy Taitano is set forth below.

COMMISSIONER DELIA: So, I do have a question based on reviewing these documents. The QAP is basically very specific. How can the developers who have no experience or past experience get a higher score than the developers who have that many years of experience?

MS. TAITANO: Good afternoon, Commissioners. The developers in question, all of them have experience in development of projects, large projects, and housing projects. But yes, you're correct, as far as Guam is concerned, this particular developer [PFM] has not before competed. The question is -- there are questions asked with respect to their experience in housing development. To answer as to why one with prior experience has not outshone the one that is -- you know, with new, is the devil is in the details with respect to their rankings and they're the individuals who did that. I apologize, I wish I had a better answer but clearly there were elements in the scoring that warranted according to our panel the ranking and the scoring that they were given.

CHAIRMAN RIVERA: So, if I understand what you're saying, you're saying that based on the criteria, it's more about experience in development or being a developer in the scale of the project more so than their -- them having had previous experience with LIHTC? ...

MS. TAITANO: There are no specific additional credits provided or awarded for having prior LIHTC experience.

CHAIRMAN RIVERA: So, is there -- I guess then the question could be, is there a reason why that that information is applicable?

MS. TAITANO: Why -- excuse me, forgive me, Director.

MR. ESTEVES: So, it's just general information [the LIHTC 2024 Completion Review Memo], kind of an overview of the projects and the developers, not germane to the ranking provided by the panelists who were voting purely on the application and the criteria in the QAP.

MR. ESTEVES: So, it's additional consideration the board may take up as part of their determination.

CHAIRMAN RIVERA: Okay. Noted. Thank you.

MR. ESTEVES: So, germane for you but it wasn't germane for the panel.

CHAIRMAN RIVERA: For the panel on their ranking?

MR. ESTEVES: Correct.

See Ex. 6, at 10-13.

Ms. Taitano's response to Chairman Rivera that what is relevant is the developer's housing development experience – not LIHTC development experience-- misrepresents Criteria 5 of the QAP. What is also concerning is that following this exchange, Mr. Fernando Esteves, the Deputy Director, responded to a question from Chairman Rivera regarding a summary the Chairman had reviewed which summarized the applicants' projects. It appears to be the summary sheet attached to the LIHTC 2024 Completion Review Memo, showing Flores Rosa and Rosewood Park have "no" LIHTC developer experience. Mr. Esteves told Chairman Rivera that the information in the summary with overview of the projects is "additional consideration the board may take up as part of their determination" and "germane for the [Board of Commissioners] but it wasn't germane for the [evaluation] panel." The summary chart attached to the LIHTC 2024 Completion Review Memo prepared by GHURA management determined that neither Flora Rosa nor Rosewood Park project team has developer experience. It was wrong for GHURA management to say it was only relevant to the BOC but not for the evaluation panel.

After further discussion, Counsel for Core Tech asked for an opportunity to address the BOD about an issue. Without any prompting or identification of the issue from Core Tech's counsel, Ms. Taitano asked to speak and stated that she was wrong earlier about the statements she made regarding the relevance of QAP LIHTC developer experience criteria, and that it was in fact a *relevant* criteria under the QAP.

MS. TANG: Good afternoon. This is Joyce Tang, I'm counsel for Core Tech. And I was wondering if there's an opportunity for the public to comment.

MR. ESTEVES: No.

MS. TANG: At any point.

MR. ESTEVES: What do you think?

....

CHAIRMAN RIVERA: I'm sorry, we're still on deliberation.

MS. TANG: Okay. I -- all right, I understand. I just want to point out an inaccuracy in the statement made by your planner.

....

MS. TAITANO: Also, if this is -- I don't know if this is the right time, but I misspoke and Ms. Tang did mention it, and I would like to comment on that if you'd let me. But with respect to what you want to do, if you want to deliberate with additional information, the scoresheets and the notes are available to you.

MS. TAITANO: Attorney Tang characterized it as an inaccuracy when I misspoke, and I am sorry for that. Commissioner Rice?

....

MS. TAITANO: No, Commissioner Delia. Sorry. You asked about how a group can -- how a developer can come in who has prior LIHTC experience, or not prior LIHTC experience and still do better than one with LIHTC, part of the scoring under management does address in pages 8 to 20 I think in the QAP; and in the management one, it does give additional points if you do have LIHTC experience. Now, that said, then the other criteria must have been where the developers -- or the panelists found differences enough to find that the folks without development experience were still going to rank high on the -- as number 2.

MR. ESTEVES: LIHTC development experience. Right?

MS. TAITANO: LIHTC development experience, yes. In the scoring. And I do apologize.

MR. ESTEVES: So, to clarify for the record, there is consideration for LIHTC development experience. Right?

MS. TAITANO: LIHTC development experience, yes. In the scoring. And I do apologize.

See Ex. 6, at 25-28.

These misstatements by the GHURA planner regarding the relevance of LIHTC development experience is shocking considering the fact that GHURA should be familiar with the QAP requirements, and that GHURA management had prepared a summary of the five projects attached to LIHTC 2024 Completion Review Memo which states Flores Rosa and Rosewood Park did not have the LIHTC developer experience. Whether this was an honest mistake, negligence or obfuscation on GHURA management part, Ms. Taitano avoided answering and later when Core Tech's counsel asked to address the BOC, Ms. Taitano apologized and admitted she misspoke earlier regarding the relevance of the LIHTC developer experience. Still, when this issue was further discussed, Mr. Esteves did not give the BOC clear and accurate answer to one of the most critical issues regarding the developer's LIHTC experience for voting on this LIHTC award.

Based on the documents and information provided in its application, FRGL should not have received the 6 points for Management Team experience under Criteria 5. The QAP Criteria 5 requires in part that the Applicant show that the “Management team has experience with LIHTC properties, a track record of successfully meeting LIHTC compliance requirements, understanding of income certifications and handling the unique challenges that come with managing affordable housing.” *See Ex. 8*, at 14. The justification provided by Flores Rosa does not support receiving the 6 points:

The management team of Flores Rosa L.L.C. has extensive experience managing LIHTC properties, with a proven track record of meeting LIHTC compliance requirements. Their thorough understanding of income certifications and the unique challenges of managing affordable housing ensures regulatory adherence and operational efficiency. By teaming with Remax Pacific Alliance, Flores Rosa Gardens will be safely navigated through the next 61 years with a team experienced in LIHTC and with a vast array of day-to-day experience with residential property management as a whole. This experience also spreads to our non-profit partner the Children's Ark, who are led by Gina Campos and Liz Duenas.

See Ex. 22, at 14.

In Exhibit 6 (Resume and Background) to Flores Rosa’s proposal, a copy of Georgina P. Campos’ resume is provided. *See Ex. 22a*, at 21-22. There is no evidence of any experience with managing LIHTC projects or meeting LIHTC compliance requirements. No information is provided regarding Remax Pacific Alliance’s experience. In short, Flores Rosa’s team has zero LIHTC management experience and is not entitled to the full six (6) points for management team experience with LIHTC properties.

Criteria 5 of the QAP is critical to the success of the project. 12 points are allocated for this important criteria. The evaluator’s scoring on Criteria 5 – giving Flores Rosa and Rosewood Park the full LIHTC developer experience and LIHTC management experience reflect a lack of proper instruction and oversight from GHURA management. It does not appear the evaluators were provided with adequate guidance on how to apply the QAP’s objective criteria, resulting in improper scoring.

The failure to properly instruct evaluators and the BOC on the QAP’s objective standards for Criteria 5 not only compromised the evaluation process but also misled the commissioners when they were considering this factor and voting on the award the LIHTC allocations.

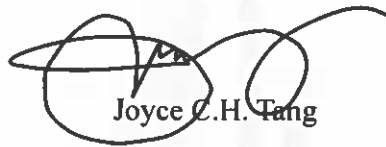
* * * * *

Based on the above, Flores Rosa’s and Rosewood Park’s applications and proposals should be rejected because are they non-responsive, and non-compliant with the QAP GHURA Threshold Requirements and applicable Guam and federal law.

GHURA Board of Commissioners
Ms. Elizabeth F. Napoli
January 6, 2025
Page 20

The LIHTC program involves federal funding and the program helps provide funding for low-income housing for the residents of Guam. The BOC must act to protect the LIHTC program and uphold the integrity of the LIHTC QAP allocation process. The Flores Rosa and Rosewood Park applications and proposals should be rejected, the award to Flores Rosa rescinded, and awards made to Summer Vista II and III projects.

Sincerely,



Joyce C.H. Tang

cc: Kenneth J. Carroll, HUD Regional Director (Region IX)
Sharon Chan, HUD Director, Program Compliance Division
Internal Revenue Service, Treasury Inspector General for the Tax Administration

Enclosures: Exhibits 1 to 27

EXHIBIT A

CIVILLE & TANG, PLLC

www.civilletang.com

Sender's Direct E-Mail:
jtang@civilletang.com

December 10, 2024

VIA E-MAIL

efnapoli@ghura.org

Ms. Elizabeth F. Napoli

Executive Director

GUAM HOUSING AND URBAN RENEWAL AUTHORITY

117 Bien Venida Avenue

Sinajana, Guam 96910

Re: Sunshine Act Request Regarding LIHTEC 2024 Application and Award

Dear Ms. Napoli:

I am requesting the following documents pursuant to the Sunshine Reform Act of 1999 set forth in 5 G.C.A. §10101 *et seq.*:

1. The proposal submitted to GHURA by Pacific Federal Management, Inc. (“PFM”)/Flores Rosa LLC relating to the Flores Rosa project (“Flores Rosa Project”).
2. The proposal submitted to GHURA by Pacific Federal Management, Inc./Rosewood Parks, LLC relating to the Rosewood Parks project (“Rosewood Parks Project”).
3. All communications and documents by and between PFM or Flores Rosa LLC representatives, employees, consultants and agents, on the one hand, and GHURA on the other hand, relating to the Flores Rosa Project. The term “communications” used herein shall include whatsapp messages, e-mails, text messages and other social media channels.
4. All communications by and between PFM or Rosewood Parks LLC representatives, employees, consultants and agents, on the one hand, and GHURA on the other hand, relating to the Rosewood Parks Project.
5. The contract entered into by and between GHURA and Flores Rosa LLC.
6. All evaluation forms and score sheets completed by the Evaluation Committee concerning the proposals submitted in response the LIHTEC 2024 Application (“Application”). The evaluation forms requested are the filled in and completed score sheets or evaluation forms prepared pursuant to the Application.
7. All summaries of score sheets or evaluation forms computing the scores given by the Evaluation Committee for the proposals submitted in response to the Application.

Ms. Elizabeth F. Napoli

Executive Director

GUAM HOUSING AND URBAN RENEWAL AUTHORITY

December 10, 2024

Page 2

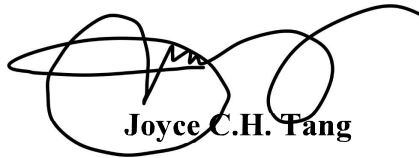
8. The memorandum or summary of the Evaluation Committee recommendations provided to the GHURA Board of Commissioners at the December 10, 2024 board meeting.

9. The “board packet” provided to the GHURA Board of Commissioners for the November 26, 2024 board meeting and the December 10, 2024 board meeting.

Please indicate in your response if you do not have any documents responsive to the requests. If you deny any of these requests, please cite each specific exemption justifying the refusal to release the information.

We look forward to your prompt and expeditious response. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Joyce C.H. Tang", is written over a printed name. The signature is stylized with loops and a long horizontal stroke extending to the right.

Joyce C.H. Tang

CIVILLE & TANG, PLLC

www.civilletang.com

Sender's Direct E-Mail:
jtang@civilletang.com

December 10, 2024

VIA E-MAIL

johninguam@gmail.com

Mr. John Rivera
Chairman
Board of Commissioners
GUAM HOUSING AND URBAN RENEWAL AUTHORITY
117 Bien Venida Avenue
Sinajana, Guam 96910

Re: Sunshine Act Request Regarding LIHTEC 2024 Application and Award

Dear Mr. Rivera:

I am requesting the following documents on behalf of my client, Core Tech Development, LLC, pursuant to the Sunshine Reform Act of 1999 set forth in 5 G.C.A. §10101 *et seq.*:

1. All communications and documents by and between PFM or Flores Rosa LLC representatives, employees, consultants and agents, on the one hand, and GHURA board and/or any commissioner on the other hand, relating to the Flores Rosa Project. The term "communications" used herein shall include whatsapp messages, e-mails, text messages and other social media channels.
2. All communications by and between PFM or Rosewood Parks LLC representatives, employees, consultants and agents, on the one hand, and GHURA board and/or commissioner on the other hand, relating to the Rosewood Parks Project.
3. All communications by and between the GHURA board commissioner(s) and GHURA employees and representatives, including Katherine Taitano, GHURA Planner.

Please indicate in your response if you do not have any documents responsive to the requests. If you deny any of these requests, please cite each specific exemption justifying the refusal to release the information.

Mr. John Rivera

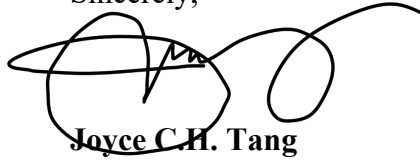
GUAM HOUSING AND URBAN RENEWAL AUTHORITY

December 10, 2024

Page 2

We look forward to your prompt and expeditious response. Thank you.

Sincerely,

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right. The signature is positioned above the printed name.

Joyce C.H. Tang

EXHIBIT B

CIVILLE & TANG, PLLC

www.civilletang.com

Sender's Direct E-Mail:
jtang@civilletang.com

December 12, 2024

VIA E-MAIL

johninguam@gmail.com

Dr. John Rivera
Chairman of the Board of Commissioners
GHURA BOARD OF COMMISSIONERS
117 Bien Venida Avenue
Sinajana, Guam 96910

Re: Litigation Hold Letter to the GHURA Board of Commissioners Relating to the Award of the 2024 Guam Low Income Housing Tax Credits to Flores Rosa LLC (Applicant)/Pacific Federal Management Inc. (Developer)

Dear Chairman Rivera and Commissioners:

We represent Core Tech Development, LLC (“CTD”) in connection with the award of the 2024 Low Income Housing Tax Credit (“2024 LIHTC”) to Flores Rosa LLC (“Flores Rosa”) the applicant, and Pacific Federal Management Inc. (“PFM”) the developer. This letter serves as formal notice that CTD will be lodging a protest regarding, among other things: (1) the award of the 2024 LIHTC to Flores Rosa approved at the December 10, 2024 GHURA Board of Commissioners meeting; and (2) ranking of Rosewood Park LLC (“Rosewood Park”) project as the second ranked project (“Protest”).

Each of the members of the GHURA Board of Commissioners (“GHURA BOC”) possesses critical information relevant to the forthcoming protest. We are writing to inform each of the Commissioners of your obligation to take reasonable steps to preserve and retain all hard copies and electronically stored information that may be relevant or potentially relevant to this matter. This obligation also applies to the GHURA BOC. If any member of the GHURA BOC has any doubt at all about whether information should be preserved in response to this request, the member should err on the side of preserving it.

This preservation notice encompasses all information, documents, communications (including emails, electronic messages, Whatsapp and text messages) and tangible things in the commissioner’s possession, custody or control that relate or potentially relate in any way to the claims, defenses or allegations asserted in the Protest, including but not limited to the following:

(a) any and all documents or communications relating to or concerning the 2024 LIHTC Program.

(b) any and all document or communications relating to or concerning applications submitted in response to the 2024 LIHTC Program.

(c) Any and all documents or communications relating to the participation of any of the following individuals or entities in the formulation, planning, design, drafting, issuance, administration or management of the 2024 LIHTC Program: (1) PFM and/or any officers, employees or agents of PFM; (2) Flores Rosa and/or any officers, employees or agents of Flores Rosa; and (3) Rosewood Park and/or any officers, employees or agents of Rosewood Park.

(d) Any and all documents or communications relating to or concerning a contract, agreement or memorandum of understanding being awarded, negotiated, executed, and/or approved in connection with the 2024 LIHTC Program.

(e) Any and all documents or communications relating to or concerning evaluation forms, score sheets, and/or summaries of evaluation forms or score sheets in connection with the 2024 LIHTC Program.

(f) Any and all communications or documents exchanged with any officer, employee, representative, consultant or agent of PFM, Flores Rosa, or Rosewood Park.

(g) Any and all communications or documents exchanged with any of the following individuals: Robert “Bob” Salas, Robert “Rob” Salas II, Chieng Tan, Leonard P. Campos, and Gina Campos.

As used in this letter, the term “GHURA” refers to the Guam Housing and Urban Renewal Authority, includes its agents, attorneys, employees, or other persons occupying similar positions or performing similar functions. Information, documents, communications, and tangible things should be preserved until the GHURA BOC is advised otherwise.

At a minimum, all information, documents, communications and tangible things of the following individuals should be preserved. However, the following list is not exhaustive and information, documents, communications and tangible things relevant to the anticipated Protest and any future appeal should be preserved regardless of whether they are in the files of the following individuals.

- Dr. John Rivera, Chairman
- Nate Sanchez, Vice Chairman
- Anisia Delia, Commissioner
- Emilia Rice, Commissioner
- Victor Torres, Commissioner

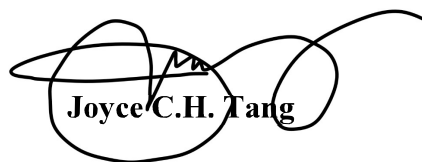
- Karl Corpus, Resident Commissioner

Please note that preserving relevant documents includes taking necessary steps to prevent deletion, destruction, or alteration of potentially relevant documents (including, for example suspending any automatic deletion of potentially relevant e-mails or other documents). Please also ensure that documents or data are not transferred to an inaccessible location or format, are preserved in their original or native format with any metadata intact, and that software necessary to view documents or data is retained as appropriate. To the extent any documents or data within your control are currently in the custody of third parties, including but not limited to consultants or advisors, please take the steps necessary to inform those third parties of their responsibilities in connection with the preservation of those documents. Further, if any of the Commissioners have sent or received e-mails or created or reviewed relevant or potentially relevant materials on a computer, tablet or other electronic device away from the office, the Commissioner must preserve the contents of the systems, devices and media used for these purposes to the extent not duplicative of materials preserved on those individuals work computer or other electronic device. Incidentally, the Commissioner's preservation obligations extend to any documents or data which the Commissioner creates or which otherwise come into that Commissioner's possession in the future.

A Commissioner's failure to preserve relevant or potentially relevant data may constitute spoliation of evidence. We trust that each of the Commissioners will preserve for the duration of the protest and any future appeal all relevant hard copy documents and electronically stored information. In the event of a dispute arising out of one of more of the Commissioner's failure to preserve documents, we will rely on this letter in court as evidence of our request and notice of your preservation obligations.

We appreciate your cooperation in this matter. Please do not hesitate to contact me with any questions or if you would like to discuss any of the above.

Sincerely,



Joyce C.H. Tang

cc: Eliseo Florig, Jr. Esq. (GHURA in-house Counsel)

EXHIBIT C

CIVILLE & TANG, PLLC

www.civilletang.com

Sender's Direct E-Mail:
jtang@civilletang.com

December 12, 2024

VIA E-MAIL

efnapoli@ghura.org

Ms. Elizabeth F. Napoli

Executive Director

GUAM HOUSING AND URBAN RENEWAL AUTHORITY

117 Bien Venida Avenue

Sinajana, Guam 96910

Re: Litigation Hold Letter to the GHURA Board of Commissioners Relating to the Award of the 2024 Guam Low Income Housing Tax Credits to Flores Rosa LLC (Applicant)/Pacific Federal Management Inc. (Developer)

Dear Executive Director Napoli:

We represent Core Tech Development, LLC (“CTD”) in connection with the award of the 2024 Low Income Housing Tax Credit (“2024 LIHTC”) to Flores Rosa LLC (“Flores Rosa”) the applicant, and Pacific Federal Management Inc. (“PFM”) the developer. This letter serves as formal notice that CTD anticipates filing a protest regarding, among other things: (1) the award of the 2024 LIHTC to Flores Rosa approved at the December 10, 2024, GHURA Board of Commissioners meeting; and (2) ranking of Rosewood Park LLC (“Rosewood Park”) project as the second ranked project (“Protest”).

The Guam Housing and Urban Renewal Authority (“GHURA”) possesses critical information relevant to the forthcoming protest. We are writing to inform GHURA of its obligation to take reasonable steps to preserve and retain all hard copies and electronically stored information that may be relevant or potentially relevant to this matter. If GHURA has any doubt at all about whether information should be preserved in response to this request, GHURA should err on the side of preserving it.

This preservation notice encompasses all information, documents, communications (including emails, electronic messages, WhatsApp and text messages) and tangible things in PFM’s possession, custody or control that relate or potentially relate in any way to the claims, defenses or allegations asserted in the Protest, including but not limited to the following:

- (a) any and all documents or communications relating to or concerning the 2024 LIHTC Program.
- (b) any and all document or communications relating to or concerning applications submitted in response to the 2024 LIHTC Program.

Ms. Elizabeth F. Napoli

Executive Director

GUAM HOUSING AND URBAN RENEWAL AUTHORITY

December 12, 2024

Page 2

(c) Any and all documents or communications relating to the participation of any of the following individuals or entities in the formulation, planning, design, drafting, issuance, administration or management of the 2024 LIHTC Program: (1) PFM and/or any officers, employees or agents of PFM; (2) Flores Rosa and/or any officers, employees or agents of Flores Rosa; and (3) Rosewood Park and/or any officers, employees or agents of Rosewood Park.

(d) Any and all documents or communications relating to or concerning a contract, agreement or memorandum of understanding being awarded, negotiated, executed, and/or approved in connection with the 2024 LIHTC Program.

(e) Any and all documents or communications relating to or concerning evaluation forms, score sheets, and/or summaries of evaluation forms or score sheets in connection with the 2024 LIHTC Program.

(f) Any and all communications or documents exchanged with any officer, employee, representative, consultant or agent of PFM, Flores Rosa, or Rosewood Park.

(g) Any and all communications or documents exchanged with any of the following individuals: Robert “Bob” Salas, Robert “Rob” Salas, II, Chieng Tan, Leonard Campos, and Gina Campos.

As used in this letter, the term “GHURA” refers to the Guam Housing and Urban Renewal Authority, includes its agents, attorneys, employees, or other persons occupying similar positions or performing similar functions. Information, documents, communications, and tangible things should be preserved until GHURA is advised otherwise.

At a minimum, all information, documents, communications and tangible things of the following individuals should be preserved. However, the following list is not exhaustive and information, documents, communications and tangible things relevant to the anticipated Protest and any future appeal should be preserved regardless of whether they are in the files of the following individuals.

- Elizabeth F. Napoli, Executive Director
- Fernando B. Esteves, Deputy Director
- Katherine Taitano, RP&E Chief Planner

Please note that preserving relevant documents includes taking necessary steps to prevent deletion, destruction, or alteration of potentially relevant documents (including, for example suspending any automatic deletion of potentially relevant e-mails or other documents). Please also ensure that documents or data are not transferred to an inaccessible location or format, are preserved in their original or native format with any metadata intact, and that software necessary to view documents or data is retained as appropriate. To the extent any documents or data within

Ms. Elizabeth F. Napoli

Executive Director

GUAM HOUSING AND URBAN RENEWAL AUTHORITY

December 12, 2024

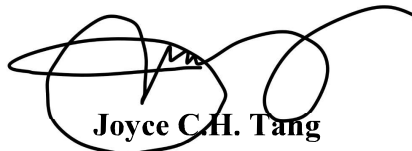
Page 3

GHURA's control are currently in the custody of third parties, including but not limited to consultants or advisors, please take the steps necessary to inform those third parties of their responsibilities in connection with the preservation of those documents. Further, if PFM has sent or received e-mails or created or reviewed relevant or potentially relevant materials on a computer, tablet or other electronic device away from the office, PFM must preserve the contents of the systems, devices and media used for these purposes to the extent not duplicative of materials preserved on those individuals work computer or other electronic device. Incidentally, GHURA's preservation obligations extend to any documents or data which GHURA creates or which otherwise come into GHURA's possession in the future.

GHURA's failure to preserve relevant or potentially relevant data may constitute spoliation of evidence. We trust that GHURA will preserve for the duration of the protest and any future appeal all relevant hard copy documents and electronically stored information. In the event of a dispute arising out of GHURA's failure to preserve documents, we will rely on this letter in court as evidence of our request and notice of GHURA's preservation obligations.

We appreciate your cooperation in this matter. Please do not hesitate to contact me with any questions or if you would like to discuss any of the above.

Sincerely,



Joyce C.H. Tang

cc: Eliseo Florig, Jr., Esq. (GHURA in-house Counsel)

EXHIBIT D

CIVILLE & TANG, PLLC

www.civilletang.com

Sender's Direct E-Mail:
jtang@civilletang.com

December 12, 2024

VIA E-MAIL

rob.salas@pfmguam.com

Mr. Robert P. Salas II
Registered Agent
FLORES ROSA GARDENS L.L.C.
202 Hilton Road
PFM #7
Tumon, Guam 96913

Re: Litigation Hold Letter to Flores Rosa Gardens L.L.C. Relating to the Award of the 2024 Guam Low Income Housing Tax Credit to Flores Rosa Gardens L.L.C (Applicant)/Pacific Federal Management, Inc.

Dear Mr. Salas:

We represent Core Tech Development, LLC (“CTD”) in the connection with the award of the 2024 Low Income Housing Tax Credit (“2024 LIHTC”) to Flores Rosa Gardens L.L.C. (“Flores Rosa”) the applicant, and Pacific Federal Management, Inc. (“PFM”) the developer. This letter serves as formal notice that CTD anticipates filing a protest regarding, among other things: (1) the award of the 2024 LIHTC to Flores Rosa approved at the December 10, 2024 GHURA Board of Commissioners meeting; and (2) ranking of Rosewood Park L.L.C. (“Rosewood Park”) project as the second ranked project (the “Protest”).

Flores Rosa possesses critical information relevant to the forthcoming protest. We are writing to inform Flores Rosa’s obligation to take reasonable steps to preserve and retain all hard copies and electronically stored information that may be relevant or potentially relevant to this matter. This obligation also applies to

This preservation notice encompasses all information, documents, communications (including emails, electronic messages, WhatsApp and text messages) and tangible things in Flores Rosa’s possession, custody or control that relate or potentially relate in any way to the claims, defenses or allegations asserted in the Protest, including but not limited to the following:

- (a) any and all documents or communications relating to or concerning the 2024 LIHTC Program.
- (b) any and all document or communications relating to or concerning applications submitted in response to the 2024 LIHTC Program.

(c) Any and all documents or communications relating to the participation of any of the following individuals or entities in the formulation, planning, design, drafting, issuance, administration or management of the 2024 LIHTC Program: (1) PFM and/or any officers, employees or agents of PFM; (2) Rosewood Park and/or any officers, employees or agents of Rosewood Park; and GHURA and/or any officers, employees or agents of GHURA.

(d) Any and all documents or communications relating to or concerning a contract, agreement or memorandum of understanding being awarded, negotiated, executed, and/or approved in connection with the 2024 LIHTC Program.

(e) Any and all documents or communications relating to or concerning evaluation forms, score sheets, and/or summaries of evaluation forms or score sheets in connection with the 2024 LIHTC Program.

(f) Any and all communications or documents exchanged with any officer, employee, representative, consultant or agent of PFM, Rosewood Park, or GHURA.

(g) Any and all communications or documents exchanged with any of the following individuals: John Rivera, Nate Sanchez, Anisia Delia, Emilia Rice, Victor Torres, Karl Corpus, Elizabeth F. Napoli, Fernando B. Esteves, Katherine Taitano, Chieng Tan, and Gina Campos.

As used in this letter, the term “GHURA” refers to the Guam Housing and Urban Renewal Authority, includes its agents, attorneys, employees, or other persons occupying similar positions or performing similar functions. Information, documents, communications, and tangible things should be preserved until Flores Rosa is advised otherwise.

At a minimum, all information, documents, communications and tangible things of the following individuals should be preserved. However, the following list is not exhaustive and information, documents, communications and tangible things relevant to the anticipated Protest and any future appeal should be preserved regardless of whether they are in the files of the following individuals.

- Robert “Bob” Salas
- Robert “Rob” Salas, II
- Chieng Tan (Tasi Home Manager Co., Inc.)
- Leonard P. Campos (The Children’s Ark Inc.)
- Gina Campos (The Children’s Ark Inc.)

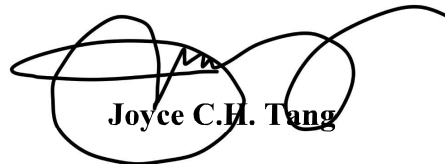
Please note that preserving relevant documents includes taking necessary steps to prevent deletion, destruction, or alteration of potentially relevant documents (including, for example suspending any automatic deletion of potentially relevant e-mails or other documents). Please also ensure that documents or data are not transferred to an inaccessible location or format, are

preserved in their original or native format with any metadata intact, and that software necessary to view documents or data is retained as appropriate. To the extent any documents or data within your control are currently in the custody of third parties, including but not limited to consultants or advisors, please take the steps necessary to inform those third parties of their responsibilities in connection with the preservation of those documents. Further, if Flores Rosa has sent or received e-mails or created or reviewed relevant or potentially relevant materials on a computer, tablet or other electronic device away from the office, Flores Rosa must preserve the contents of the systems, devices and media used for these purposes to the extent not duplicative of materials preserved on those individuals work computer or other electronic device. Incidentally, Flores Rosa's preservation obligations extend to any documents or data which Flores Rosa creates or which otherwise come into Flores Rosa's possession in the future.

Flores Rosa's failure to preserve relevant or potentially relevant data may constitute spoliation of evidence. We trust that Flores Rosa will preserve for the duration of the protest and any future appeal all relevant hard copy documents and electronically stored information. In the event of a dispute arising out of Flores Rosa's failure to preserve documents, we will rely on this letter in court as evidence of our request and notice of your preservation obligations.

We appreciate your cooperation in this matter. Please do not hesitate to contact me with any questions or if you would like to discuss any of the above.

Sincerely,



Joyce C.H. Tang

EXHIBIT E

CIVILLE & TANG, PLLC

www.civilletang.com

Sender's Direct E-Mail:
jtang@civilletang.com

December 12, 2024

VIA E-MAIL

rob.salas@pfmg Guam.com

Robert P. Salas II

President

PACIFIC FEDERAL MANAGEMENT INC.

194 Old San Vitores Road

Tumon, Guam 96913

Re: Litigation Hold Letter to Flores Rosa Gardens L.L.C. Relating to the Award of the 2024 Guam Low Income Housing Tax Credit to Flores Rosa Gardens L.L.C (Applicant)/Pacific Federal Management, Inc.

Dear Mr. Salas:

We represent Core Tech Development, LLC (“CTD”) in the connection with the award of the 2024 Low Income Housing Tax Credit (“2024 LIHTC”) to Flores Rosa Gardens L.L.C. (“Flores Rosa”) the applicant, and Pacific Federal Management, Inc. (“PFM”) the developer. This letter serves as formal notice that CTD anticipates filing a protest regarding, among other things: (1) the award of the 2024 LIHTC to Flores Rosa approved at the December 10, 2024 GHURA Board of Commissioners meeting; and (2) ranking of Rosewood Park L.L.C. (“Rosewood Park”) project as the second ranked project (the “Protest”).

PFM possesses critical information relevant to the forthcoming protest. We are writing to inform PFM of its obligation to take reasonable steps to preserve and retain all hard copies and electronically stored information that may be relevant or potentially relevant to this matter. If PFM has any doubt at all about whether information should be preserved in response to this request, PM should err on the side of preserving it.

This preservation notice encompasses all information, documents, communications (including emails, electronic messages, WhatsApp and text messages) and tangible things in PFM’s possession, custody or control that relate or potentially relate in any way to the claims, defenses or allegations asserted in the Protest, including but not limited to the following:

- (a) any and all documents or communications relating to or concerning the 2024 LIHTC Program.
- (b) any and all document or communications relating to or concerning applications submitted in response to the 2024 LIHTC Program.

Robert P. Salas II

President

PACIFIC FEDERAL MANAGEMENT INC.

December 12, 2024

Page 2

(c) Any and all documents or communications relating to the participation of any of the following individuals or entities in the formulation, planning, design, drafting, issuance, administration or management of the 2024 LIHTC Program: (1) Flores Rosa and/or any officers, employees or agents of Flores Rosa; (2) Rosewood Park and/or any officers, employees or agents of Rosewood Park; and GHURA and/or any officers, employees or agents of GHURA.

(d) Any and all documents or communications relating to or concerning a contract, agreement or memorandum of understanding being awarded, negotiated, executed, and/or approved in connection with the 2024 LIHTC Program.

(e) Any and all documents or communications relating to or concerning evaluation forms, score sheets, and/or summaries of evaluation forms or score sheets in connection with the 2024 LIHTC Program.

(f) Any and all communications or documents exchanged with any officer, employee, representative, consultant or agent of Flores Rosa, Rosewood Park, or GHURA.

(g) Any and all communications or documents exchanged with any of the following individuals: John Rivera, Nate Sanchez, Anisia Delia, Emilia Rice, Victor Torres, Karl Corpus, Elizabeth F. Napoli, Fernando B. Esteves, Katherine Taitano, Chieng Tan, Leonard P. Campos and Gina Campos.

As used in this letter, the term “GHURA” refers to the Guam Housing and Urban Renewal Authority, includes its agents, attorneys, employees, or other persons occupying similar positions or performing similar functions. Information, documents, communications, and tangible things should be preserved until PFM is advised otherwise.

At a minimum, all information, documents, communications and tangible things of the following individuals should be preserved. However, the following list is not exhaustive and information, documents, communications and tangible things relevant to the anticipated Protest and any future appeal should be preserved regardless of whether they are in the files of the following individuals:

- Robert “Bob” Salas
- Robert “Rob” Salas, II
- Chieng Tan (Tasi Home Manager Co., Inc.)
- Leonard P. Campos (The Children’s Ark Inc.)
- Gina Campos (The Children’s Ark Inc.)

Please note that preserving relevant documents includes taking necessary steps to prevent deletion, destruction, or alteration of potentially relevant documents (including, for example

Robert P. Salas II

President

PACIFIC FEDERAL MANAGEMENT INC.

December 12, 2024

Page 3

suspending any automatic deletion of potentially relevant e-mails or other documents). Please also ensure that documents or data are not transferred to an inaccessible location or format, are preserved in their original or native format with any metadata intact, and that software necessary to view documents or data is retained as appropriate. To the extent any documents or data within PFM's control are currently in the custody of third parties, including but not limited to consultants or advisors, please take the steps necessary to inform those third parties of their responsibilities in connection with the preservation of those documents. Further, if PFM has sent or received e-mails or created or reviewed relevant or potentially relevant materials on a computer, tablet or other electronic device away from the office, PFM must preserve the contents of the systems, devices and media used for these purposes to the extent not duplicative of materials preserved on those individuals work computer or other electronic device. Incidentally, PFM's preservation obligations extend to any documents or data which PFM creates or which otherwise come into PFM's possession in the future.

PFM's failure to preserve relevant or potentially relevant data may constitute spoliation of evidence. We trust that PFM will preserve for the duration of the protest and any future appeal all relevant hard copy documents and electronically stored information. In the event of a dispute arising out of PFM's failure to preserve documents, we will rely on this letter in court as evidence of our request and notice of PFM's preservation obligations.

We appreciate your cooperation in this matter. Please do not hesitate to contact me with any questions or if you would like to discuss any of the above.

Sincerely,



Joyce C.H. Tang

EXHIBIT F

CIVILLE & TANG, PLLC

www.civilletang.com

Sender's Direct E-Mail:
jtang@civilletang.com

December 12, 2024

VIA E-MAIL

rob.salas@pfmguam.com

Robert P. Salas II
Registered Agent
ROSEWOOD PARKS, LLC
202 Hilton Road
Unit #7
Tumon, Guam 96913

Re: Litigation Hold Letter to Flores Rosa Gardens L.L.C. Relating to the Award of the 2024 Guam Low Income Housing Tax Credit to Flores Rosa Gardens L.L.C (Applicant)/Pacific Federal Management, Inc. (Developer)

Dear Mr. Salas:

We represent Core Tech Development, LLC (“CTD”) in the connection with the award of the 2024 Low Income Housing Tax Credit (“2024 LIHTC”) to Flores Rosa Gardens L.L.C. (“Flores Rosa”) the applicant, and Pacific Federal Management, Inc. (“PFM”) the developer. This letter serves as formal notice that CTD anticipates filing a protest regarding, among other things: (1) the award of the 2024 LIHTC to Flores Rosa approved at the December 10, 2024 GHURA Board of Commissioners meeting; and (2) ranking of Rosewood Park L.L.C. (“Rosewood Park”) project as the second ranked project (the “Protest”).

Rosewood Park possesses critical information relevant to the forthcoming protest. We are writing to inform Rosewood Park of its obligation to take reasonable steps to preserve and retain all hard copies and electronically stored information that may be relevant or potentially relevant to this matter. If Rosewood Park has any doubt at all about whether information should be preserved in response to this request, Rosewood Park should err on the side of preserving it.

This preservation notice encompasses all information, documents, communications (including emails, electronic messages, WhatsApp and text messages) and tangible things in Flores Rosa’s possession, custody or control that relate or potentially relate in any way to the claims, defenses or allegations asserted in the Protest, including but not limited to the following:

- (a) any and all documents or communications relating to or concerning the 2024 LIHTC Program.

(b) any and all document or communications relating to or concerning applications submitted in response to the 2024 LIHTC Program.

(c) Any and all documents or communications relating to the participation of any of the following individuals or entities in the formulation, planning, design, drafting, issuance, administration or management of the 2024 LIHTC Program: (1) PFM and/or any officers, employees or agents of PFM; (2) Flores Rosa and/or any officers, employees or agents of Flores Rosa; and GHURA and/or any officers, employees or agents of GHURA.

(d) Any and all documents or communications relating to or concerning a contract, agreement or memorandum of understanding being awarded, negotiated, executed, and/or approved in connection with the 2024 LIHTC Program.

(e) Any and all documents or communications relating to or concerning evaluation forms, score sheets, and/or summaries of evaluation forms or score sheets in connection with the 2024 LIHTC Program.

(f) Any and all communications or documents exchanged with any officer, employee, representative, consultant or agent of PFM, Flores Rosa, or GHURA.

(g) Any and all communications or documents exchanged with any of the following individuals: John Rivera, Nate Sanchez, Anisia Delia, Emilia Rice, Victor Torres, Karl Corpus, Elizabeth F. Napoli, Fernando B. Esteves, Katherine Taitano, Chien Tan, Leonard P. Campos and Gina Campos.

As used in this letter, the term “GHURA” refers to the Guam Housing and Urban Renewal Authority, includes its agents, attorneys, employees, or other persons occupying similar positions or performing similar functions. Information, documents, communications, and tangible things should be preserved until Rosewood Park is advised otherwise.

At a minimum, all information, documents, communications and tangible things of the following individuals should be preserved. However, the following list is not exhaustive and information, documents, communications and tangible things relevant to the anticipated Protest and any future appeal should be preserved regardless of whether they are in the files of the following individuals:

- Robert “Bob” Salas
- Robert “Rob” Salas, II
- Chieng Tan (Tasi Home Manager Co., Inc.)
- Leonard P. Campos (The Children’s Ark Inc.)
- Gina Campos (The Children’s Ark Inc.)

Please note that preserving relevant documents includes taking necessary steps to prevent deletion, destruction, or alteration of potentially relevant documents (including, for example suspending any automatic deletion of potentially relevant e-mails or other documents). Please also ensure that documents or data are not transferred to an inaccessible location or format, are preserved in their original or native format with any metadata intact, and that software necessary to view documents or data is retained as appropriate. To the extent any documents or data within Rosewood Park's control are currently in the custody of third parties, including but not limited to consultants or advisors, please take the steps necessary to inform those third parties of their responsibilities in connection with the preservation of those documents. Further, if Rosewood Park has sent or received e-mails or created or reviewed relevant or potentially relevant materials on a computer, tablet or other electronic device away from the office, Rosewood Park must preserve the contents of the systems, devices and media used for these purposes to the extent not duplicative of materials preserved on those individuals work computer or other electronic device. Incidentally, Rosewood Park's preservation obligations extend to any documents or data which Rosewood Park creates or which otherwise come into Rosewood Park's possession in the future.

Rosewood Park's failure to preserve relevant or potentially relevant data may constitute spoliation of evidence. We trust that Rosewood Park will preserve for the duration of the protest and any future appeal all relevant hard copy documents and electronically stored information. In the event of a dispute arising out of Rosewood Park's failure to preserve documents, we will rely on this letter in court as evidence of our request and notice of Rosewood Park's preservation obligations.

We appreciate your cooperation in this matter. Please do not hesitate to contact me with any questions or if you would like to discuss any of the above.

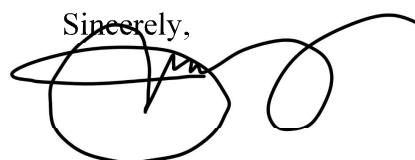
Sincerely,

Joyce C.H. Tang

EXHIBIT G



GHURA

Guam Housing and Urban Renewal Authority
Aturidat Ginima' Yan Rinueban Siudat Guahan
117 Bien Venida Avenue, Sinajana, GU 96910
Phone: (671) 477-9851 · Fax: (671) 300-7565 · TTY: (671) 472-3701
Website: www.ghura.org



Lourdes A. Leon Guerrero
Governor of Guam

Joshua F. Tenorio
Lt. Governor of Guam

John J. Rivera
Chairman

Nathanael P. Sanchez
Vice Chairman

Anisia S. Delia
Commissioner

Emilia F. Rice
Commissioner

Victor R. Torres
Commissioner

Karl E. Corpus
Resident Commissioner

Elizabeth F. Napoli
Executive Director

Fernando B. Esteves
Deputy Director

December 16, 2024

Joyce C.H. Tang, Esq.
Civille & Tang, PLLC
330 Hernan Cortez Avenue, Suite 200
Hagåtña, Guam 96910

VIA E-MAIL: jtang@civilletang.com

***Re: Notice of Extension to Respond to Sunshine Reform Act of 1999
(5 GCA § 10101 et seq.) Request Received on December 10, 2024***

Hafa adai, Ms. Tang:

This is to provide notice that pursuant to 5 GCA § 10103(e)(2), the Guam Housing and Urban Renewal Authority (GHURA) will extend its response of disclosable public records in the possession of GHURA in reference to your above-subject request on or before the statutory extension period.

Should you have any questions or require further information, please do not hesitate to contact me.

Regards,

Elizabeth F. Napoli
Executive Director

EXHIBIT H



GHURA

Guam Housing and Urban Renewal Authority
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117 Bien Venida Avenue, Sinajana, GU 96910
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Governor of Guam

Joshua F. Tenorio
Lt. Governor of Guam

John J. Rivera
Chairman

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Vice Chairman

Anisia S. Delia
Commissioner

Emilia F. Rice
Commissioner

Victor R. Torres
Commissioner

Karl E. Corpus
Resident Commissioner

Elizabeth F. Napoli
Executive Director

Fernando B. Esteves
Deputy Director

December 18, 2024

Ho S. Eun
Manager
Summer Vista II, DE, L.L.C.
388 South Marine Corps Drive, Suite 400
Tamuning, GU 96913

Subject: Application for 2024 Low Income Housing Tax Credits
Summer Vista II project

Greetings, Mr. Eun:

This letter is a notice of information regarding the 2024 Low Income Housing Tax Credits (LIHTC). Five applications were submitted during the 2024 competition cycle vying for the \$6,545,000.00 in LIHTC credits available. At its regular Board of Commissioners (BoC) meeting on Tuesday, December 10, 2024, the Guam Housing and Urban Renewal Authority (GHURA) BoC awarded \$1,793,120.00, for the Flores Rosa Project. The remaining balance of \$4,751,880.00, of 2024 tax credits left for allocation will be given further consideration by the BoC at the next scheduled meeting on Tuesday, December 24, 2024, at 12 o'clock noon.

This letter is also to inform you of the right to appeal the selection, award process and decision on the award to the Flores Rosa Project (refer to the QAP's Section VI regarding Appeal).

On behalf of the GHURA Board of Commissioners, I thank you for your participation in the 2024 LIHTC application cycle.

If you have any questions, please feel free to contact me at (671) 472-1442, or via email at efnapoli@ghura.org.

Sincerely,

Elizabeth F. Napoli
Executive Director



GHURA

Guam Housing and Urban Renewal Authority
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Governor of Guam

Joshua F. Tenorio
Lt. Governor of Guam

John J. Rivera
Chairman

Nathanael P. Sanchez
Vice Chairman

Anisia S. Delia
Commissioner

Emilia F. Rice
Commissioner

Victor R. Torres
Commissioner

Karl E. Corpus
Resident Commissioner

Elizabeth F. Napoli
Executive Director

Fernando B. Esteves
Deputy Director

December 18, 2024

Ho S. Eun
Manager
Summer Vista III, DE, L.L.C.
388 South Marine Corps Drive, Suite 400
Tamuning, GU 96913

Subject: Application for 2024 Low Income Housing Tax Credits
Summer Vista III project

Greetings, Mr. Eun:

This letter is a notice of information regarding the 2024 Low Income Housing Tax Credits (LIHTC). Five applications were submitted during the 2024 competition cycle vying for the \$6,545,000.00 in LIHTC credits available. At its regular Board of Commissioners (BoC) meeting on Tuesday, December 10, 2024, the Guam Housing and Urban Renewal Authority (GHURA) BoC awarded \$1,793,120.00, for the Flores Rosa Project. The remaining balance of \$4,751,880.00, of 2024 tax credits left for allocation will be given further consideration by the BoC at the next scheduled meeting on Tuesday, December 24, 2024, at 12 o'clock noon.

This letter is also to inform you of the right to appeal the selection, award process and decision on the award to the Flores Rosa Project (refer to the QAP's Section VI regarding Appeal).

On behalf of the GHURA Board of Commissioners, I thank you for your participation in the 2024 LIHTC application cycle.

If you have any questions, please feel free to contact me at (671) 472-1442, or via email at efnapoli@ghura.org.

Sincerely,

Elizabeth F. Napoli
Executive Director

EXHIBIT I



GHURA

Guam Housing and Urban Renewal Authority

Aturidat Ginima' Yan Rinueban Siudad Guahan
117 Bien Venida Avenue, Sinajana, GU 96910
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Lourdes A. Leon Guerrero
Governor of Guam

Joshua F. Tenorio
Lt. Governor of Guam

MEMORANDUM

To BOARD OF COMMISSIONERS

From EXECUTIVE DIRECTOR

Date December 10, 2024

Subject LIHTC 2024 Application, Panel Results and Recommendation

Greetings Board of Commissioners:

The 5-member Panel (3 GHURA personnel and 2 non-GHURA personnel) concluded their evaluation of 5 LIHTC applications during the 2024 cycle on November 18, 2024.

The Panel consisted of the following individuals:

1. Nicole Alejandro, Section 8 Program Coordinator III, GHURA
2. Monica Guerrero, Chief Planner, Bureau of Statistics and Plans (BSP)
3. Robert San Agustin, Director, Office of Homelessness Assistance and Poverty Prevention (OHAPP)
4. Philomena San Nicolas, AMP4 Property Site Manager, GHURA
5. Ervin Santiago, AE Program Coordinator III, GHURA

Panelists were tasked to review the applications and to independently score each applicant on the merits of their project. In addition, Panelists utilized Selection Criteria established in the 2024 Qualified Allocation Plan (QAP pg. 8) to guide them in the scoring process. The Panel was briefed on October 28, 2024 and finalized their scores on November 18, 2024.

A total of 111 points were available for award to each project (per Panelist). The Panelists' scores are presented on the following page.



GHURA

Guam Housing and Urban Renewal Authority

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Lourdes A. Leon Guerrero
Governor of Guam

Joshua F. Tenorio
Lt. Governor of Guam

PANELIST	Project #1 Dos Amantes Senior Residence Awarded	Project #2 Summer Vista II Awarded	Project #3 Summer Vista III Awarded	Project #4 Rosewood Parks Awarded	Project #5 Flores Rosa Awarded
Ervin Santiago	87	98	99	100	105
Philomena San Nicolas	83	100	100	95	105
Monica Guerrero	85	99	99	100	105
Rob San Agustin	83	96	96	96	101
Nicole Alejandro	83	98	96	100	105
Total	421	491	490	491	521
Rank	4th	2nd	3rd	2nd	1st

	Points Averaged	Rank
Flores Rosa	104.20	1 st
Rosewood Parks	98.20	2 nd
Summer Vista II	98.20	2 nd
Summer Vista III	98.00	3 rd
Dos Amantes	84.20	4 th

At the end of the evaluation and review, the proposed Flores Rosa has ranked first.

The BOC may award the following tax credits for the 2024 LIHTC cycle:

LIHTC 2023	\$ 3,185,000
LIHTC 2024	<u>\$ 3,360,000</u>
Credits Available LIHTC 2024	\$ 6,545,000

I propose the following recommendation:

Based on the results of the Evaluation Committee, I recommend the Board of Commissioners award \$1,793,120.00 to Flores Rosa, LLC for the Flores Rosa project.

GHURA will have \$4,751,880.00 remaining balance of 2024 tax credits left for allocation. Per the Qualified Allocation Plan guidance, awarding of the tax credits rests solely on the GHURA Board of Commissioners (LIHTC QAP 2024 pg. 21). GHURA also reserves the right, in its sole discretion, to do the following:

- (i) Hold back a portion of the annual federal housing credit ceiling for use during later reservation cycles,



GHURA

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Lourdes A. Leon Guerrero
Governor of Guam

Joshua F. Tenorio
Lt. Governor of Guam

-
- (ii) Carryover a portion of the current year's housing credit ceiling for allocation to a project which has not yet been Placed in Service, and
 - (iii) Issue a reservation for the next year's housing credit ceiling.

With that in mind, I present the following options for the remaining tax credits:

1. Award no other projects and hold back the balance from the 2024 cycle to be allocated during the coming 2025 application cycle for a total of \$8,206,880.00 (\$4,751,880.00 remaining balance of 2024 tax credits plus \$3,455,000.00 2025 tax credits¹).
2. Make a second award to the next project whose total request is no greater than the \$4,751,880.00 remaining balance of 2024 tax credits.²
3. Issue a reservation of 2025 tax credits in the amount of \$3,455,000.00 to Summer Vista II. Summer Vista II tied with Rosewood Parks in total points, however, their credit request exceeds the available credits available in 2024.

GHURA Board of Commissioners may make a decision at the December 10, 2024 meeting or if the decision warrants further review and consideration, a decision can be made at the 2nd meeting in December 2024.

¹ For Calendar year 2025, the amount used under § 42(h)(3)(C)(ii) to calculate the State housing credit ceiling for low-income housing credit is the greater of (1) \$3.00 multiplied by the State population, or (2) \$3,455,000.00. (Reference: Rev. Proc. 2024-40, pg.10)

² The Summer Vista II project, while also achieving an equal point score to Rosewood Parks, is requesting for funds greater than the balance available for 2024 credits. The Summer Vista request is for \$5,545,000.00.

Low Income Housing Tax Credit Program
2024 Competition Cycle
Review

The 2024 LIHTC application cycle closed on October 23, 2024. Below you will find a brief summary of the process and results thereof. Applicants in the 2024 cycle competed for a credit allocation amount of up to \$6,545,000.00 to address the needs our island community has portrayed in the 2024 Qualified allocation Plan (QAP).

The following are the applicants and developers:

Project 1: Dos Amantes Senior Residence
Applicant: Dos Amantes Development, LLC
Developer: Dos Amantes Development, LLC

Project 2: Summer Vista II
Applicant: Summer Vista II DE, LLC
Developer: Core Tech Development, LLC

Project 3: Summer Vista III
Applicant: Summer Vista III DE, LLC
Developer: Core Tech Development, LLC

Project 4: Rosewood Parks
Applicant: Rosewood Parks, LLC
Developer: Pacific Federal Management, Inc.

Project 5: Flores Rosa
Applicant: Flores Rosa, LLC
Developer: Pacific Federal Management, Inc.

A panel of five individuals were assembled to review the submissions and consisted of the following:

1. Nicole Alejandro, Section 8 Program Coordinator III, GHURA
2. Monica Guerrero, Chief Planner, Bureau of Statistics and Plans (BSP)
3. Robert San Agustin, Director, Office of Homelessness Assistance and Poverty Prevention (OHAPP)
4. Philomena San Nicolas, AMP4 Property Site Manager, GHURA
5. Ervin Santiago, AE Program Coordinator III, GHURA

Each Panelist signed and submitted nondisclosure and conflict of interest agreements pertaining to the information provided by the applicants. The Panel was given several weeks to review all applications from Monday October 28, 2024 through November 18, 2024 to finalize the results.

Basic project descriptions (highlights) are provided for your information on the following pages.

	Project 1	Project 2	Project 3	Project 4	Project 5
Name	Dos Amantes Senior Residence	Summer Vista II	Summer Vista III	Rosewood Parks	Flores Rosa
Applicant	Dos Amantes Development, LLC	Summer Vista II DE, LLC	Summer Vista III DE, LLC	Rosewood Park, LLC	Flores Rosa, LLC
Developer	Dos Amantes Development, LLC	Core Tech Development, LLC	Core Tech Development, LLC	Pacific Federal Management, Inc.	Pacific Federal Management, Inc.
Amount of Tax Credits Requested	\$ 4,465,894.00	\$ 6,545,000.00	\$ 3,360,000.00	\$ 4,751,879.00	\$ 1,793,120.00
No of Units:	68	120	56	76	30
Unit Mix:	53 - 1BR/1BA 15 - 2BR/1BA	24 - 1BR/1BA 72 - 2BR/1BA 18 - 3BR/2BA 6 - 4BR/2BA	12 - 1BR/1BA 36 - 2BR/1BA 6 - 3BR/2BA 2 - 4BR/2BA	12 - 1BR/1BA 64 - 2BR/1BA	8 - 1BR/1BA 22 - 2BR/1BA
Property Location	Dededo	Dededo NCS Area	Dededo NCS Area	Mangilao	Tumon Heights
Occupancy Type	100% of project to HH earning 60% or less AMGI (Elderly)	100% of project to HH earning 60% or less AMGI	100% of project to HH earning 60% or less AMGI	100% of project to HH earning 60% or less AMGI (20% set aside for veterans, elderly, individuals with children and victims of domestic violence)	100% of project to HH earning 60% or less AMGI (20% set aside for veterans, elderly, individuals with children and victims of domestic violence)
Extended Use Period	61 years (15 year compliance period plus 46 years)	61 years (15 year compliance period plus 46 years)	61 years (15 year compliance period plus 46 years)	61 years (15 year compliance period plus 46 years)	61 years (15 year compliance period plus 46 years)
Developer has prior experience with LIHTC program	Yes	Yes	Yes	No	No
Project Details	2-Story Garden Style Multi-family apartment	15 distinct 2-story buildings	15 distinct 2-story buildings	4 2-story buildings	1 2-story building

Unit Amenities:
Energy Star stove, refrigerator, LED lighting, water heater and typhoon shutters.

Community Amenities:
Community Center, Dining Area, Conference Room, Community Garden, Centralized Laundry Facility, Partnering with GCC Culinary Arts, Nursing, and Cosmetology Programs, UOG Agriculture, Public Health Services, and Todu Guam Foundation

Unit Amenities: Energy Star appliances, solar-powered water heaters; LED light fixtures; central air conditioning units; special glass windows to withstand typhoon wins; washer & dryer connections; parking stalls; outdoor patio; high-end kitchen cabinets; and solid-surface countertops

Community Amenities:
Open greenspace for communal gatherings; community center with meeting and function rooms; community areas, solar-powered streetlights; walking paths; playground (basketball court); perimeter fencing; CCTV and onsite security guards; state-of-the-art fitness center; onsite leasing and property management office

Unit Amenities: Energy Star appliances, solar-powered water heaters; LED light fixtures; central air conditioning units; special glass windows to withstand typhoon wins; washer & dryer connections; parking stalls; outdoor patio; high-end kitchen cabinets; and solid-surface countertops

Community Amenities:
Open greenspace for communal gatherings; community center with meeting and function rooms; community areas, solar-powered streetlights; walking paths; playground (basketball court); perimeter fencing; CCTV and onsite security guards; state-of-the-art fitness center; onsite leasing and property management office

Unit Amenities: Energy Start appliances, fully solar-powered, LED strip lighting, radon mitigation, granite table tops, wood-like plank tiles or granite flooring, floor to ceiling bedroom windows

Community Amenities:
Playground, Parking Lot, Community/Workforce Development Center, Garbage disposal

Unit Amenities: Energy Start appliances, fully solar-powered, LED strip lighting, radon mitigation, granite table tops, wood-like plank tiles or granite flooring, floor to ceiling bedroom windows

Community Amenities:
Playground, Parking Lot, Community/Workforce Development Center, Garbage disposal

	<p>Close proximity to employment hubs: restaurants, small businesses, military installations, retail stores, schools, hospitals, airport, and other government agencies</p> <p>Close proximity to educational facilities: elementary, middle, high schools and community colleges/universities</p>	<p>Close proximity to employment hubs such as the Guam Regional Medical Center, Micronesia Mall, Tumon Hotel/Resort employment center, Harmon Industrial and Camp Blaz</p> <p>Close proximity to educational facilities: Okkodo High School, As'Tumbo Middle School and As'Tumbo Elementary School and Ligan Elementary School</p>	<p>Close proximity to employment hubs such as the Guam Regional Medical Center, Micronesia Mall, Tumon Hotel/Resort employment center, Harmon Industrial and Camp Blaz</p> <p>Close proximity to educational facilities: Okkodo High School, As'Tumbo Middle School and As'Tumbo Elementary School and Ligan Elementary School</p>	<p>Close proximity to employment hubs: University of Guam and Guam Community College.</p> <p>Close proximity to educational facilities: Price elementary, GW high school, UOG and GCC</p>	<p>Close proximity to employment hubs: various retail stores, government agencies, healthcare facilities, hotels and restaurants</p> <p>Close proximity to educational facilities: public elementary, middle, and high schools</p>
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EXHIBIT J

**GUAM HOUSING AND URBAN
RENEWAL AUTHORITY
(GHURA)**

**REGULAR MEETING
OF THE BOARD**

December 10, 2024

PREPARED BY:

**GEORGE B. CASTRO
DEPO RESOURCES**

#49 Anacoco Lane, Nimitz Hill Estates
Piti, Guam 96915

Tel: (671)688-DEPO * Fax: (671)472-3094

**GUAM HOUSING AND URBAN
RENEWAL AUTHORITY
(GHURA)**

**REGULAR MEETING
OF THE BOARD**

Regular Board Meeting of the Guam Housing and Urban Renewal Authority Board of Commissioners, was taken on Tuesday, December 10, 2024, at the hour of 12:15 p.m., at the Guam Housing and Urban Renewal Authority Board Room, 117 Bien Venida Avenue, Sinajana, Guam, before an Officer of Depo Resources. That at said time and place there transpired the following:

APPEARANCES

John Rivera	Chairman
Emilia F. Rice	Commissioner
Karl Corpus	Commissioner
Anisia Delia	Commissioner
Elizabeth F. Napoli	Executive Director
Fernando Esteves	Deputy Director
Eliseo M. Florig	GHURA Legal Counsel

DEPO RESOURCES

George B. Castro

COURT REPORTER

Tel.: (671)688-DEPO * Fax: (671)472-3094

1 **SINAJANA, GUAM; TUESDAY, DECEMBER 10, 2024: 12:15 P.M**

2

3 CHAIRMAN RIVERA: Hafa Adai, everyone. I
4 apologize for the delay. Welcome to the Board
5 of Commissioners regularly scheduled meeting. It
6 is 12:15 this December 10th, 2024, here at GHURA's
7 main office here in the village of Sinajana. Let
8 us begin with roll call. We've got Commissioner
9 Delia, I see you online. Yes?

10 COMMISSIONER DELIA: Is here.

11 CHAIRMAN RIVERA: Commissioner Rice?

12 COMMISSIONER RICE: Present.

13 CHAIRMAN RIVERA: Thank you very much.
14 Commissioner Torres is not present at the moment.
15 I believe he had an appointment. Commissioner
16 Corpus?

17 COMMISSIONER CORPUS: Present.

18 CHAIRMAN RIVERA: Thank you very much.
19 Okay. And Vice Chair Sanchez I believe is still
20 on his way. We have a quorum. We will proceed
21 with the meeting.

22 COMMISSIONERS: (proceed with other
23 matters on the agenda)

24 CHAIRMAN RIVERA: Moving on to item
25 number 4, 2024 LITHTC QAP Application Cycle.

DEPO RESOURCES

George B. Castro

Court Reporter

Tel.(671)688-DEPO * Fax(671)472-3094

1 Madam Director, the floor is yours.

2 MS. NAPOLI: Thank you, Chairman. As you
3 may recall, at the prior board meeting on
4 November 26, we did give you in your packet
5 information ahead of time of today's meeting so
6 that you could look at all the criteria that was
7 taken into consideration for the selection of the
8 LIHTC 2024 Application. So, today I will go over
9 what the recommendation was from the panel.

10 Okay. So, LIHTC 2024 Application Panel
11 Result and Recommendation. Greetings, Board of
12 Commissioners. The five-member panel which
13 consisted of three GHURA personnel and two non-
14 GHURA personnel concluded their evaluation of
15 five LIHTC Applications during the 2024 Cycle on
16 November 18th, 2024. The panel consisted of the
17 following individuals: Nicole Alejandro, a
18 Section 8 Program Coordinator III at GHURA.

19 The second was Monica Guerrero, a Chief
20 Planner for the Bureau of Statistic and Plans or
21 BSP. The third panelist was Robert San Agustin,
22 Director of the Office of Homelessness Assistance
23 and Poverty Prevention or OHAPP.

24 The fourth panelist was Filomena San
25 Nicolas, the AMP4 Property Site Manager with

DEPO RESOURCES

George B. Castro

Court Reporter

Tel.(671)688-DEPO * Fax(671)472-3094

1 GHURA. And the fifth was Ervin Santiago, the AE
2 Program Coordinator III here at GHURA.

3 Panelists were tasked to review the
4 applications and to independently score each
5 applicant on the merits of their project. In
6 addition, panelists utilized selection criteria
7 established in the 2024 Qualified Allocation Plan
8 or QAP, which is page 8, to guide them in the
9 scoring process.

10 The panel was briefed on October 28, 2024
11 and finalized their scores on November 18th, 2024.
12 A total of 111 points were available for award
13 to each project per panelist. The panelists'
14 scores are presented on the following page.

15 So, the five projects were Project Number
16 1 was Dos Amantes Senior Residence, awarded.
17 Project Number 2 was Summer Vista II, awarded.
18 Project Number 3 was Summer Vista III, awarded.
19 Project Number 4 was Rosewood Parks, awarded.
20 And Project Number 5 was Flores Rosa, awarded.

21 The first panelist, Ervin Santiago,
22 awarded 87 points to Project Number 1, Dos
23 Amantes Senior Residence. I'll just go down the
24 line of Project Number 1. Filomena San Nicolas
25 awarded 83 points to Project Number 1. Monica

1 Guerrero awarded 85 points. Rob San Agustin
2 awarded 83 points. And Nicole Alejandro awarded
3 83 points. So, the total for Project Number 1
4 was 421. It was ranked the 4th out of the
5 projects.

6 Project Number 2, Summer Vista II, was
7 awarded 98 points by Ervin Santiago, 100 points
8 by Panelist Filomena San Nicolas, 99 points by
9 Panelist Monica Guerrero, 96 points by Panelist
10 Rob San Agustin, and 98 points by Panelist Nicole
11 Alejandro, for a total of 491 points. It ranked
12 the 2nd of the projects.

13 Project Number 3, Summer Vista III, was
14 awarded 99 points by Panelist Ervin Santiago, 100
15 points by Filomena San Nicolas, 99 points by
16 Monica Guerrero, 96 points by Rob San Agustin,
17 and 96 points by Nicole Alejandro, for a total
18 of 490 points. And it came in 3rd in the ranking
19 of projects.

20 Project Number 4, Rosewood Parks, was
21 awarded 100 points by Ervin Santiago, 95 points
22 by Filomena San Nicolas, 100 points by Monica
23 Guerrero, 96 points by Rob San Agustin, 100 points
24 by Nicole Alejandro, for a total of 491 points.
25 And it came in as -- ranked 2nd. And I'll go back

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1 to that; there were two that ranked 2nd.

2 Project Number 5, Flores Rosa, was
3 awarded 105 points by Ervin Santiago, 105 points
4 by Filomena San Nicolas, 105 points by Monica
5 Guerrero, 101 points by Rob San Agustin, 105
6 points by Nicole Alejandro, for a total of 521
7 points. Project Number 5, Flores Rosa, came in
8 1st in the ranking of the projects.

9 So, as you can see, the next table shows
10 the points averaged. And Flores Rosa averaged
11 104.20, and it ranked 1st. Rosewood Parks
12 averaged 98.20 in points and it came in 2nd.
13 Summer Vista II also averaged 98.20 points and
14 also ranked 2nd. Summer Vista III averaged 98
15 points and came in 3rd in ranking. And Dos
16 Amantes averaged 84.20 points and was ranked 4th.

17 At the end of the evaluation and review,
18 the proposed Flores Rosa has ranked first. The
19 BOC may award the following tax credits for the
20 2024 LIHTC cycle. So, LIHTC 2023 has
21 \$3,185,000.00. LIHTC 2024 has \$3,360,000.00; so
22 that the total credits available for the LIHTC
23 2024 cycle is \$6,545,000.

24 I propose the following recommendation.
25 Based on the results of the evaluation committee,

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1 I recommend that Board of Commissioners award
2 \$1,793,120.00 to Flores Rosa, LLC, for the Flores
3 Rosa Project. GHURA will have \$4,751,880.00
4 remaining balance of the 2024 tax credits left
5 for allocation. For the Qualified Allocation
6 Plan Guidance, awarding of the tax credit rests
7 solely on the GHURA Board of Commissioners. And
8 that's in LIHTC QAP 2024, page 21.

9 GHURA also reserves the right in its sole
10 discretion to do the following. You may hold out
11 a portion of the Annual Federal Housing Credit
12 ceiling for use during later reservation cycles.
13 Second, you may carry over a portion of the
14 current year's Housing Credit ceiling for
15 allocation for project which has not yet been
16 placed in service. And third, you may issue a
17 reservation for the next year's Housing Credit
18 ceiling. With that in mind, I present the
19 following options for the remaining tax credits:

20 Number 1, award no other projects and
21 hold back the balance from the 2024 cycle to be
22 allocated during the coming 2025 application
23 cycle for a total of \$8,206,880.00 which is the
24 \$4,751,880.00, the remaining balance of 2024 tax
25 credits, plus the \$3,455,000 2025 tax credits.

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1 Or, number 2, you may make a second award
2 to the next project whose total request is no
3 greater than the remaining balance of
4 \$4,751,880.00 of the 2024 tax credits. And if I
5 may, it does have a footnote number 2. And if
6 we may go down to the footnote, it says, *The*
7 *Summer Vista II Project while also achieving an*
8 *equal point score to Rosewood Parks, is*
9 *requesting for funds greater than the balance*
10 *available for 2024 credits. The Summer Vista*
11 *request is for, and I'm sorry it's not \$5 million,*
12 *it's \$6,545,000.00. That's what that footnote*
13 *is.*

14 Third, you may issue a reservation of
15 2025 tax credits in the amount of \$3,455,000 to
16 Summer Vista II. Summer Vista II tied with
17 Rosewood Parks in total points; however, their
18 credit request exceeds the credits available in
19 2024. The GHURA Board of Commissioners may make
20 a decision at the December 10th, 2024 meeting, or
21 if the decision warrants further review and
22 consideration, a decision can be made at the
23 second meeting in December 2024.

24 So, we do have Kathy Taitano available
25 for any questions you may have regarding the

1 LIHTC awards. So, you have three options.

2 COMMISSIONER DELIA: So, I do have a
3 question based on reviewing these documents. The
4 QAP is basically very specific. How can the
5 developers who have no experience or past
6 experience get a higher score than the developers
7 who have that many years of experience?

8 MS. TAITANO: Good afternoon,
9 Commissioners. The developers in question, all
10 of them have experience in development of
11 projects, large projects, and housing projects.
12 But yes, you're correct, as far as Guam is
13 concerned, this particular developer has not
14 before competed. The question is -- there are
15 questions asked with respect to their experience
16 in housing development. To answer as to why one
17 with prior experience has not outshone the one
18 that is -- you know, with new, is the devil is
19 in the details with respect to their rankings and
20 they're the individuals who did that. I
21 apologize, I wish I had a better answer but
22 clearly there were elements in the scoring that
23 warranted according to our panel the ranking and
24 the scoring that they were given.

25 CHAIRMAN RIVERA: So, if I understand

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1 what you're saying, you're saying that based on
2 the criteria, it's more about experience in
3 development or being a developer in the scale of
4 the project more so than their -- them having had
5 previous experience with LIHTC? Is that what I
6 hear you saying?

7 MS. TAITANO: There are no specific
8 additional credits provided or awarded for having
9 prior LIHTC experience.

10 CHAIRMAN RIVERA: So, is there -- I guess
11 then the question could be, is there a reason why
12 that that information is applicable?

13 MS. TAITANO: Why -- excuse me, forgive
14 me, Director.

15 MS. NAPOLI: No, I'm thinking, right,
16 when we sent you the information on the selection
17 criteria, I'm thinking that each one of the
18 selection criteria and whatever the developer
19 presented in their project, that's how the points
20 were awarded. Remember, the criteria ask project
21 location and proximity, project financial
22 feasibility and viability, project
23 characteristics, population served by the
24 project, developer owner and management team, et
25 cetera, et cetera, right? In the criteria.

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1 So, I think it's what the applicants
2 presented in their individual projects was -- and
3 then the selection criteria that the panel was
4 looking at for each of those projects was how
5 they awarded those points when they were doing
6 them individually, right? They --

7 CHAIRMAN RIVERA: Right.

8 MS. NAPOLI: That's how --

9 CHAIRMAN RIVERA: No, I got that. And I
10 think that's why I was asking the question, and
11 maybe let me rephrase that. Because I was looking
12 at the criteria, right? And based on what I saw,
13 it kind of lines with what you're saying, right?
14 Is that the criteria is specific to what they're
15 judging. And the criteria is based more on those
16 factors such as, you know, their experience with
17 the project. But if that's the case, I guess my
18 question is, then why would it be necessary to
19 put experience with LIHTC on the chart if it's
20 not germane to the criteria that they're being
21 judged by?

22 MR. ESTEVES: If I may, so the chart on
23 page 16 is just general information for the
24 board.

25 CHAIRMAN RIVERA: Uh-huh.

1 MR. ESTEVES: It's not actually weighted
2 considerations. Right. So, if you look at --

3 CHAIRMAN RIVERA: The weighted
4 considerations of what you provided us?

5 MR. ESTEVES: Correct.

6 CHAIRMAN RIVERA: Yeah.

7 MR. ESTEVES: So, it's just general
8 information, kind of an overview of the projects
9 and the developers, not germane to the ranking
10 provided by the panelists who were voting purely
11 on the application and the criteria in the QAP.

12 CHAIRMAN RIVERA: Uh-huh.

13 MR. ESTEVES: So, it's additional
14 consideration the board may take up as part of
15 their determination.

16 CHAIRMAN RIVERA: Okay. Noted. Thank
17 you.

18 MR. ESTEVES: So, germane for you but it
19 wasn't germane for the panel.

20 CHAIRMAN RIVERA: For the panel on their
21 ranking?

22 MR. ESTEVES: Correct.

23 CHAIRMAN RIVERA: Got it. Okay. Now,
24 that's all. Thank you.

25 COMMISSIONER DELIA: But the QAP does ask

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1 the question that -- or the QAP's criteria is
2 that they must have LIHTC experience, right?

3 MS. TAITANO: No. The QAP requires that
4 they describe the developer owner and management
5 team experience and capacity.

6 COMMISSIONER DELIA: Ah.

7 CHAIRMAN RIVERA: And you assert -- well,
8 obviously all of these folks have that capacity
9 because they were scored on capacity.

10 MR. ESTEVES: Yes.

11 CHAIRMAN RIVERA: Okay. So, just a
12 timely question, right? So, we have an option
13 to withhold the balance, no award, award. What
14 would be the reason why in your, you know, you
15 as the director and the executive director,
16 right? Planning out our future, what would be
17 the reason why we would hold back these funds and
18 accumulate them? Are we looking -- is there an
19 advantage because we're looking at a bigger
20 project later on that we can do at one time, or
21 is there a reason why we would do that?

22 MS. NAPOLI: So, I think when we drafted
23 what our recommendations were, right? That's why
24 we gave you options.

25 CHAIRMAN RIVERA: Right.

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1 MS. NAPOLI: Because I know there would
2 be some that would be thinking, okay, if only
3 1.7931.20, you know, was allocated out of a total
4 of \$6,545,000, and there's \$4,751,880.00
5 remaining --

6 CHAIRMAN RIVERA: Right.

7 MS. NAPOLI: -- should we go ahead and
8 proceed and award that onto the next person who
9 falls within that budget so that we can get these
10 projects going, right?

11 CHAIRMAN RIVERA: Right.

12 MS. NAPOLI: Or you know, hold back.
13 That's why we're leaving it up to you; hold back
14 that \$4,751,880 and add it to the \$3,455,000 of
15 2025 tax credits, right? And then award it to,
16 I don't know, Kathy, I think we would be throwing
17 out a new application, right? We award that.

18 MS. TAITANO: We are looking to hold
19 another application cycle in 2025 if it is
20 warranted. The options ahead of -- in the QAP
21 was for an amount of 6.545 available through the
22 '23 and '24 credit allocations.

23 Subsequent to the start of the QAP, we
24 were notified, the information was made known
25 that the 2025 allocation was announced. The

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1 recommendation put forth to the director by the
2 panel would only take up the 1.7. So, the balance
3 of the 4.7 available still to award with the two
4 that are in the 2 position, one of them is coming
5 in under that or at that point of the '23, '24
6 allocation. The other is requesting moneys in
7 excess of what we have available under the QAP
8 that was published. And that's why the question
9 is, would you choose -- if you choose to award
10 the 2nd, would you choose to stay within the
11 amounts that we were working with in the QAP for
12 '24 and '25? Or now that you have the '25, you
13 can do something with that one.

14 CHAIRMAN RIVERA: So, I appreciate the
15 fact that the decision rests with the board. But
16 I guess I'm still on the question, right? Because
17 to me, and please correct me, right? If I'm
18 missing anything. But to me, the decision here
19 is do we release the funds and get these things
20 go which we know is important because we have a
21 housing crisis, right? And we have an ability
22 to build. Obviously, we defer, there was more
23 money in the pot; but there's time lapse, right?
24 And obviously we don't solve an immediate problem
25 by pushing it off. So, it's a timing issue versus

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1 an opportunity issue.

2 And so, my question to you at the
3 leadership is, is there any good reason why you
4 would think that holding these funds is any
5 strategic advantage or any benefit other than the
6 fact that, and correct me if I'm wrong, other
7 than the fact that there is a developer that could
8 build that is ranking, but the developer is over
9 our limit and we would have to wait for the funds
10 in next round, right? So, is there any other
11 reason that you could help enlighten us so we can
12 make a decision as a board that would help us in
13 any advantage of holding it or -- (pauses)? Yeah
14 --

15 MS. TAITANO: Mr. Chair, if you will, I
16 just have from my vantage point. There is no
17 advantage to holding back the issuance of these
18 money credits as we can to try and meet the need
19 for our housing shortfall as it is. So, no, there
20 is no inherent advantage, there is no -- we would
21 not have any insight into projects moving forward
22 in the coming year. We would be doing what we
23 do normally; and we were looking at the -- we
24 found that the two years of allocations is as --
25 the cost of things with respect to the LIHTC

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1 projects as we've seen, have grown to a point
2 where two cycles has made more sense for us to
3 try and go out and look at competition. And
4 that's why we have '23 and '24, now we have our
5 '25 out there. So, no, there is nothing to get
6 to the point, there is no -- there is nothing I
7 can see that would benefit us by holding back an
8 allocation.

9 MR. ESTEVES: Equally though there would
10 be disadvantages to hold on to the funds, I think
11 were a consideration.

12 CHAIRMAN RIVERA: And what are those?

13 MR. ESTEVES: For one, I think as you
14 were alluding to, having money in the bank and
15 not building housing units helps no one. You
16 know what I mean?

17 CHAIRMAN RIVERA: Yeah.

18 MR. ESTEVES: And there's no project
19 planner QAP really kind of dating what an \$8.2
20 million LIHTC project would look like for next
21 year, or whether that's going to be split into
22 two, increase cost the longer you wait. So, you
23 know -- but we on the executive management side
24 want to present all options to the board I think
25 because of the nature of this grant or these

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1 funds, these credits. We want to make sure
2 there's -- because there was a panel that was
3 empaneled that --

4 CHAIRMAN RIVERA: Right.

5 MR. ESTEVES: -- we don't want to just
6 hear the board.

7 CHAIRMAN RIVERA: Right.

8 MR. ESTEVES: But subject to your
9 questions, we'll answer. So, we wanted to put
10 all options there, given those that may not be
11 advantageous to what the board may want to do.

12 CHAIRMAN RIVERA: Yeah.

13 MR. ESTEVES: We just wanted to kind of
14 lay it all out there and make sure even publicly
15 --

16 CHAIRMAN RIVERA: Right.

17 MR. ESTEVES: -- that everything was up
18 for consideration.

19 CHAIRMAN RIVERA: And that's my concern,
20 right? Is if there's no advantage to holding on
21 to the money, right? And the fact is we -- you
22 don't build a house tomorrow.

23 MR. ESTEVES: Yeah.

24 CHAIRMAN RIVERA: And so, the longer we
25 hold on to it, and the longer the housing -- will

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1 take for the housing to be built. So, just my
2 thoughts on the issues, and Commissioners I'll
3 open up to you that if you have any thoughts --
4 my thought is, one, my concern would be holding
5 on to the funds would not help our crisis any.
6 We have an ability do something now, which is a
7 pot share that we've been taking anyway, is that
8 we have an ability to do something and do good,
9 then let's do it. And I think that's one.

10 And the second one that I'm concerned
11 about is just over the last year or so, seeing
12 the construction prices go up, we've got tons of
13 change orders come simply because the prices went
14 up on construction that was already underway,
15 right? And there was nothing that we could do
16 about it.

17 And so, holding on to the construction
18 projects also may not be advantageous for us.
19 So, that's just where I'm going with this. If
20 you have any thoughts on it.

21 COMMISSIONER RICE: My concern is there
22 is two that are tied. So, how do you plan to
23 spread out? Who's going to get what.

24 CHAIRMAN RIVERA: So, could you -- well,
25 I mean from what -- and what the process and

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1 director said is that there is -- the caveat is
2 in the footnotes. One is within budget; the other
3 one will require an excess for next year. So,
4 we have to wait.

5 COMMISSIONER RICE: So, we would have to
6 decide --

7 CHAIRMAN RIVERA: So, when would this
8 cycle be? So, when would the 2025 funds be
9 available?

10 MR. ESTEVES: Calendar year is it --
11 Kathy, right? The '25 becomes available in the
12 calendar year?

13 MS. TAITANO: We will issue a credit
14 reservation for the 2025 credits.

15 MR. ESTEVES: So, then a couple of months
16 I believe, right?

17 CHAIRMAN RIVERA: Well, we have to go
18 through the whole QAP process for the '25 funds?

19 MS. TAITANO: No. No. The reservation.
20 The reservation would hold those credits for --
21 if the project was to be -- need them, they would
22 be reserved for that project ahead. And anything
23 excess of that, then would be available for --
24 if anything is in excess of that, then it would
25 be dealt with on its own in another cycle.

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1 MR. ESTEVES: Which would be the '26, it
2 could be -- I mean I guess just projecting ahead,
3 if '25 -- if part of '25 were reserve, then to
4 award a second project, then the remaining of '25
5 likely wouldn't be enough to move anything
6 additionally and then would likely get combined
7 with '26.

8 MS. TAITANO: So, on occasion we have --
9 there have been situations where awarded projects
10 prior to their placing service have come back to
11 ask for additional credits; but they have to
12 justify that in another action to the board. It
13 doesn't happen often.

14 MR. ESTEVES: There may be, if I may, one
15 operational consideration, the board may want to
16 consider its -- while the capacity is for -- that
17 was provided in the application was for a company
18 to do a single project, that doesn't necessarily
19 mean that one company or the other can handle two
20 projects at the same time.

21 COMMISSIONER RICE: So, of the two that
22 are tied, which area would you deem is more --

23 MR. ESTEVES: That I won't answer; I'll
24 leave that to the -- I'll defer to the evaluation
25 committee, right?

1 COMMISSIONER RICE: Yeah.

2 MR. ESTEVES: And what was in the
3 applications.

4 COMMISSIONER RICE: It's --

5 MR. ESTEVES: Yeah.

6 COMMISSIONER RICE: Yeah. These are both
7 distinct areas that are growing or saturated,
8 like Dededo. And Mangilao is growing, so --
9 (pauses).

10 MR. ESTEVES: I'll probably hold back.
11 Of course, I have an opinion on it but I don't -
12 - in that respect, I respect what the board has
13 recommended. I think if there were maybe
14 specific, more specific questions, Commissioner,
15 based on this category which may be better; but
16 overall I don't want to kind of circumvent work
17 done by the board -- I mean by the panel in terms
18 of the work they did. But if you're asking for
19 a specific reason or not, which is more crowded,
20 which is less crowded, which has opportunity for
21 growth which doesn't -- could answer those
22 specific questions.

23 CHAIRMAN RIVERA: So, if I've gotten this
24 right, the decision -- I mean, I don't think that
25 we're in -- do I hear any opposition to -- or

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1 let's get the first one I'm hoping for. Do I
2 hear any opposition for the recommendation of
3 awarding the first -- 1.7? I don't think I hear
4 any opposition to that.

5 COMMISSIONER RICE: No opposition to
6 that.

7 CHAIRMAN RIVERA: Right. So, then if
8 that's the case, then the decisions before us,
9 and please correct me, right? Is if we award the
10 remaining balance of 2022 and -- I'm sorry, 2023
11 and 2024 for the 4.751 balance, right? Then that
12 will exhaust that. We have the 2025 coming at
13 3455, right? So, if we exhaust on that, then we
14 will have a round for 3455. Now, if we don't,
15 and we don't exhaust that, then the balance of
16 before will carry over to that and then we would
17 have the two combined. But then we don't know
18 where the prices will be at and we would've at
19 least waited, right? Because we would need to
20 wait for at least three months?

21 MR. ESTEVES: Yeah, around three months,
22 Kathy?

23 MS. TAITANO: Three months for the 2025.
24 We would run a QAP cycle later in the year.

25 CHAIRMAN RIVERA: You would have to run

1 another QAP cycle?

2 MS. TAITANO: Yes, if we don't act on it
3 now, then it will -- well, because it's
4 available. But it normally -- what we had at the
5 time when we opened for this QAP was '23 and '24.
6 Now we know that there is 2025.

7 CHAIRMAN RIVERA: Okay. So, then that's
8 a question, right? So, then the 6-5 was known,
9 right? Okay. I see it. So, some went to the
10 6-5, that's what it is.

11 MS. TAITANO: Right.

12 CHAIRMAN RIVERA: Got it.

13 MS. TANG: Good afternoon. This is Joyce
14 Tang, I'm counsel for Core Tech. And I was
15 wondering if there's an opportunity for the
16 public to comment.

17 MR. ESTEVES: No.

18 MS. TANG: At any point.

19 MR. ESTEVES: What do you think?

20 CHAIRMAN RIVERA: What --

21 MR. ESTEVES: About whether or not the
22 deliberation.

23 CHAIRMAN RIVERA: I'm sorry, we're still
24 on deliberation.

25 MS. TANG: Okay. I -- all right, I

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1 understand. I just want to point out an
2 inaccuracy in the statement made by your planner.

3 CHAIRMAN RIVERA: I'm sorry, we're still
4 in deliberation.

5 MS. TANG: All right. Thank you.

6 CHAIRMAN RIVERA: Okay.

7 MR. ESTEVES: If I may? I think there's
8 the option, Kathy, to come back for a second
9 meeting in December; correct?

10 MS. TAITANO: Correct.

11 MR. ESTEVES: And I think where you may
12 have been leaning, correct me if I'm wrong, Mr.
13 Chair, was to -- since there's -- the panel
14 recommended and there's no opposition to awarding
15 the first project, perhaps if the board had
16 additional information they needed to make a
17 decision on the remaining credits; whether, you
18 know, based on the additional options available
19 to them. That may be something we can do about
20 when there's questions. If there are questions
21 that are -- will affect the decision, then the
22 information could be made available to the board.

23 CHAIRMAN RIVERA: My question would be
24 that if -- what questions would it be? So, here's
25 my question to the board. What questions would

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1 you folks have with regard to the second place
2 that would be necessary for us to make a decision?
3 Because if we're going to table this and get more
4 information, what information will be asked, what
5 will we ask?

6 MS. NAPOLI: Kathy, if I may, I was going
7 to ask you what is the latest meeting that we
8 need to have for a decision?

9 MS. TAITANO: I believe we'll be looking
10 at it, and if you had a meeting in the next two
11 weeks it would be normal for the month, that would
12 be enough. Board, if you required additional
13 information, if you wanted to go through the
14 specific scoresheets and notes, those types of
15 things would certainly be available. Also, if
16 this is -- I don't know if this is the right time,
17 but I misspoke and Ms. Tang did mention it, and
18 I would like to comment on that if you'd let me.
19 But with respect to what you want to do, if you
20 want to deliberate with additional information,
21 the scoresheets and the notes are available to
22 you.

23 CHAIRMAN RIVERA: I'm sorry, can you go
24 back? So --

25 MS. TAITANO: Yeah.

1 CHAIRMAN RIVERA: -- what information did
2 you need to clarify with us?

3 MS. TAITANO: Attorney Tang characterized
4 it as an inaccuracy when I misspoke, and I am
5 sorry for that. Commissioner Rice?

6 COMMISSIONER RICE: Yeah.

7 MS. TAITANO: No, Commissioner Delia.
8 Sorry. You asked about how a group can -- how a
9 developer can come in who has prior LIHTC
10 experience, or not prior LIHTC experience and
11 still do better than one with LIHTC, part of the
12 scoring under management does address in pages 8
13 to 20 I think in the QAP; and in the management
14 one, it does give additional points if you do
15 have LIHTC experience.

16 Now, that said, then the other criteria
17 must have been where the developers -- or the
18 panelists found differences enough to find that
19 the folks without development experience were
20 still going to rank high on the -- as number 2.

21 MR. ESTEVES: LIHTC development
22 experience. Right?

23 MS. TAITANO: LIHTC development
24 experience, yes. In the scoring. And I do
25 apologize.

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1 MR. ESTEVES: So, to clarify for the
2 record, there is consideration for LIHTC
3 experience not just being a developer of scale
4 or capacity.

5 MS. TAITANO: Yes.

6 MR. ESTEVES: There is --

7 MS. TAITANO: Yes.

8 MR. ESTEVES: There is consideration for
9 LIHTC experience specifically which --

10 MS. TAITANO: Specifically.

11 MR. ESTEVES: -- which should be
12 reflected in the scores that the raters have put
13 in based on the criteria that's there for their
14 -- for the --

15 MS. TAITANO: Yes. Yes. It is in the
16 QAP.

17 CHAIRMAN RIVERA: Okay.

18 MS. TAITANO: In the scoring. In the
19 scoring information. In the criteria and the
20 scoring.

21 CHAIRMAN RIVERA: Okay.

22 MS. TAITANO: Commissioner Delia, I do
23 apologize.

24 COMMISSIONER DELIA: Thank you, Kathy.

25 CHAIRMAN RIVERA: Okay. So, going back

1 to my question, right? So, Commissioners, what
2 request will we have for information or what
3 information would you like to see in order to
4 better your decision-making process? Or let's
5 take it back step by step, right? There's still
6 recommendation on the floor; because there's two
7 parts to this, right? The first part is the
8 recommendation, the second part has to do with
9 the fund, the excess funds. So, let's just deal
10 with this piece by piece first, right?

11 The first recommendation that I see here
12 is based on the results of the evaluation and
13 recommendation is for the Board of Commissioners
14 to award 1.7931, Flores Rosa, LLC, for the Flores
15 Rosa project. Is there any discussion on -- let's
16 just stick to this one point first, right? Let's
17 tackle this one by one. Is there any issue with
18 this?

19 COMMISSIONER DELIA: No, that's given
20 already. And they ranked high considerably
21 actually. And -- so, it's not an issue.

22 CHAIRMAN RIVERA: Okay. Commissioner
23 Karl, do you have any thoughts on this?

24 MR. CORPUS: No. I'm looking over the
25 last criterias that you're --

1 CHAIRMAN RIVERA: Okay.

2 MR. CORPUS: -- from our last meeting
3 now, and I don't see anything.

4 CHAIRMAN RIVERA: Okay. Commissioner
5 Delia, do you have any issue with this one?

6 COMMISSIONER DELIA: Yes, I do. I'm
7 still trying to question how someone with LIHTC
8 experience, right? And someone with no LIHTC
9 experience be awarded or have a higher score.
10 And I'd like to review the documents and the
11 details.

12 CHAIRMAN RIVERA: Okay. Kathy, could you
13 comment on that? Do you have the document in
14 front of you? I mean the scoring, right? How
15 much of the scoring is that for? I believe you
16 sent it on the last packet. What is the scoring
17 for that? How much of that is weighted and what
18 is the scoring for that?

19 COMMISSIONER DELIA: Are you asking me?
20 I'm sorry, I could barely hear you.

21 CHAIRMAN RIVERA: No. I directed it to
22 Kathy.

23 COMMISSIONER DELIA: Okay.

24 MS. TAITANO: I have the QAP in front of
25 me. *Criteria 5, Developer/Owner, Management Team*

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1 *Experience and Capacity*. The points for -- they
2 range from 6 to 3 to 0 in the category of
3 Developer/Owner and Experience. The second part
4 of that is *Management Team*. It also goes from 6
5 to 3 for the *Management Team Experience*. So, the
6 criterion is split into two elements. If you'd
7 like I can read through them. For the 6 points
8 for the ones -- for the whole thing if you wish.
9 This was information we sent to the board last
10 meeting.

11 CHAIRMAN RIVERA: Right.

12 MR. CORPUS: On the last board packet
13 meeting?

14 CHAIRMAN RIVERA: Yeah.

15 MR. CORPUS: Because I know it doesn't
16 really --

17 CHAIRMAN RIVERA: So, okay. What you're
18 saying is that the total amount of awarding
19 inclusive of the LIHTC experience is total of 6
20 points?

21 MS. TAITANO: The maximum that criterion
22 could've gained was a -- an applicant was 12
23 points.

24 CHAIRMAN RIVERA: That's 12 points. And
25 that's --

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1 MS. TAITANO: Yeah.

2 CHAIRMAN RIVERA: -- all-encompassing --
3 well, I'm sorry, not all-encompassing, that's not
4 -- that's inclusive of the LIHTC experience?

5 MS. TAITANO: Yes, if they were -- in the
6 two elements, if they were to achieve maximum
7 points, there would have been 12 points for that
8 criterion 5. For Developer -- the first part in
9 *Developer/Owner Experience*, and the second
10 element was *Management Team*. And the high scores
11 for each of those was 6 points apiece.

12 CHAIRMAN RIVERA: Okay. Commissioner
13 Delia, do you have any questions to that? Is
14 there anything that you wanted to clarify; is
15 there -- (pauses)?

16 COMMISSIONER DELIA: I'm sorry, was that
17 -- I'm sorry, Mr. Chairman, was that for me? I
18 could barely hear you.

19 CHAIRMAN RIVERA: Yes.

20 COMMISSIONER DELIA: It's like so
21 echoing.

22 CHAIRMAN RIVERA: Yeah. So, the question
23 was, did you hear the response from Kathy? And
24 if so, do you have any further clarifications;
25 is there any other questions that you have, is

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1 there any other information you needed?

2 COMMISSIONER DELIA: Yeah, so I want to
3 apologize because I didn't have the opportunity
4 to review the documents prior to this meeting. I
5 was absent on the last meeting. So, I'd like to
6 be able to review the documents.

7 CHAIRMAN RIVERA: Okay.

8 MR. CORPUS: Mr. Chairman, I'd like to
9 ask a question on this.

10 CHAIRMAN RIVERA: Sure.

11 MR. CORPUS: The project -- well, the
12 points that each one of the bidders are putting
13 down here, there's no -- it shows on the last --
14 the last point in the commissioners' packet, the
15 amount of points for each area. For instance,
16 community engagement, strategy, community work,
17 one point, et cetera. But it doesn't show us
18 what project or you know, what's the points were
19 given for each part of that. Starting with
20 Project Number 1 here, a total of 12.1, I don't
21 have any information on how they came up with
22 that number, 12.1. Only the explanation of each
23 points.

24 CHAIRMAN RIVERA: So, what you're saying
25 is you would like the breakdown?

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1 MR. CORPUS: Yeah. I think that's what
2 we're going to need.

3 CHAIRMAN RIVERA: Okay.

4 MR. CORPUS: If we can chair this for two
5 weeks, I mean get right down to another week to
6 review.

7 CHAIRMAN RIVERA: No, they haven't.

8 COMMISSIONER RICE: Yeah.

9 MR. ESTEVES: There's some things we
10 can't put out, like we're not going to put out
11 the application, right? And trust me, there are
12 companies out there that will try to FOIA.
13 Because they're trying to see what the other
14 competition's doing. So, there's somethings just
15 like a procurement, we can't necessarily just put
16 out there.

17 MR. CORPUS: Okay.

18 MR. ESTEVES: But we can just definitely
19 arrange for the board to review the documents if
20 you want to look at the applications and look at
21 it with the scoring sheets.

22 MR. CORPUS: That's where --

23 MR. ESTEVES: Yeah.

24 MR. CORPUS: -- we are getting to right
25 here, right? We can --

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1 CHAIRMAN RIVERA: Well, that was my
2 question, right? Is there any additional
3 information that you're needing, right?

4 MR. CORPUS: The scoring on the
5 information.

6 CHAIRMAN RIVERA: Okay.

7 MR. CORPUS: For each project. That
8 would be helpful with the -- (pauses).

9 CHAIRMAN RIVERA: Okay.

10 MR. CORPUS: On this -- you know. I may
11 be wrong but I'm unsure on the total scores on
12 different things but they don't -- we're not
13 seeing what scores may be available for people
14 with no experience with LIHTC equipment --
15 projects to be over money with.

16 CHAIRMAN RIVERA: Okay.

17 MR. CORPUS: Knowing the total scores. I
18 mean is that something we would be privileged to
19 or --

20 MR. ESTEVES: You're privileged to it.
21 It's not something that we can put in the board
22 packet necessarily. Especially the applications,
23 right? Because they're going to compare the
24 score to the application, right? Because a lot
25 of that is proprietary. Right?

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1 MR. CORPUS: How?

2 MR. ESTEVES: You know, how they're
3 getting to -- how they're doing their pricing --

4 MR. CORPUS: Of course.

5 MR. ESTEVES: -- how they're designing
6 the project. We can definitely make that
7 available for you guys to review.

8 MR. CORPUS: Okay.

9 CHAIRMAN RIVERA: So, for just some
10 clarifying questions, right? I remember boarding
11 on one of this just once before. We didn't have
12 that many issues in the other round that we did.

13 MR. CORPUS: I remember that.

14 MR. ESTEVES: So -- I'm sorry, I
15 apologize. I'd like to add something. So, what
16 we reported I think a couple of months back is
17 we actually went out to the community where we
18 held an event because we were trying to encourage
19 more LIHTC developers to come out to bring more
20 ideas for projects, right? While it is a
21 consideration in the weighted score, it's not
22 overly rated because -- I mean it's not too highly
23 rated because we want more developers to present
24 LIHTC property projects, right?

25 MR. CORPUS: Okay.

1 MR. ESTEVES: So, you know, because of
2 the direction we had gone to get more
3 participation with the LIHTC program, there
4 should be some consideration not to go counter
5 to that, right? And say, "Hey, we went out to
6 the public, to developers, to give more
7 information about LIHTC, encourage more
8 applications in participation in our QAP
9 process." Very public about it. And then, you
10 know, potentially harm a new developer who spent
11 time to put the application together because
12 they've never done one before.

13 So, something I think worth the
14 consideration. We did report that to the board
15 that we were going to go out to try to get more
16 applications. I think historically, we only had
17 two people apply for the LIHTC properties. And
18 so, we weren't able to get that full array of
19 projects and potential developments for the
20 community out there.

21 CHAIRMAN RIVERA: No, and I think that
22 that's -- I think that's a great point. Because
23 like I said, I mean the last time that we had
24 this LIHTC vote, we also only had the source. It
25 wasn't made available to review and I don't think

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1 anybody came in to review the specifics.

2 MR. CORPUS: Uh-huh.

3 CHAIRMAN RIVERA: Because I think the
4 other parts of this too, right? Is the folks
5 that are doing the voting, right? I mean the
6 criteria. And in good faith, right? They did
7 their work based on the criteria that was given
8 to them.

9 So, could be that, right? So, the
10 decision is on the table. And if you want to
11 discuss it further, then I'd like to hear your
12 thoughts because some great points I will put up.
13 One is how can somebody without LIHTC experience
14 make a -- but then as the Deputy also said, and
15 I remember that conversation, right? Where we're
16 trying to encourage people to do that. And I
17 think we were all here in that one.

18 MR. CORPUS: Yes.

19 CHAIRMAN RIVERA: You know, how is it
20 that somebody breaks in if they never had an
21 experience too. I mean that's --

22 MR. ESTEVES: Well, part of it too is
23 sometimes they hire consultants. So, they hire
24 people who have a lot of LIHTC experience in the
25 mainland.

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1 CHAIRMAN RIVERA: Right.

2 MR. ESTEVES: Right. So, they may not
3 have active experience here, but when they look
4 at the management team, they include those
5 things, like can we have these -- I'm not saying
6 that happened in that specific case, but you
7 know, on its face, that's a potential on how that
8 happened. So, how does a company who's never
9 done a LIHTC before score high? Is they hire
10 professional who's done a lot --

11 COMMISSIONER RICE: They outsource.

12 MR. ESTEVES: Right, they outsource. And
13 they incur that cost to get that and help them
14 with the application portion. That's one way of
15 doing it. Or it could just have been a profound
16 project that like Kathy mentioned, you know, they
17 weighted higher on the other criteria of the
18 project. And in totality, they ended up scoring
19 higher.

20 CHAIRMAN RIVERA: Okay.

21 MS. NAPOLI: And if may. I was just going
22 to save that, that remember the selection
23 criteria, there are 14 of them. And number 5,
24 the Developer/Owner Management Team Experience
25 and Capacity is only one of those 14. So, it's

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1 possible that they may have had the more
2 experience, may have had the 12 points for number
3 5 but may not have scored as well in all the other
4 criteria. It's only one of 14 selection
5 criteria.

6 So, I think that's what we need to keep
7 remembering is the Management Team Experience
8 Capacity is only one of 14 selection criteria.
9 They may not have had as many points in the other
10 selection criteria which is how the panel awarded
11 it to someone who didn't have as much experience
12 in LIHTC as someone else, another applicant.

13 COMMISSIONER DELIA: So, I do understand,
14 and so I think that that's why I'd like to see
15 how these rated in, how they scored it.

16 CHAIRMAN RIVERA: Okay. So, here's what
17 I'd like to propose, right? I'd like to propose
18 that we cut this in the middle because I also, I
19 want to make sure that we're also progressing and
20 we're not stalling any process, right?

21 Here's what I propose. We award the
22 1.793, because that's the recommendation that's
23 on the table. In the beginning, I wasn't hearing
24 any big objection to this one. And that's not
25 wrong. But I would propose we award the 1.73

1 Project 4 and Project 2 are tied, right? If I
2 understood the process correctly, we could still
3 -- if the 2025 comes in, we could still reserve
4 that funding for Project 2. If it comes out that
5 way, right? And if not, we can still award
6 Project 4 with the balance in total.

7 So, either which way, we can still get
8 more information and do that. But we can move
9 the process rather than stalling it on Project
10 5.

11 MR. CORPUS: Yes.

12 COMMISSIONER DELIA: Yes.

13 CHAIRMAN RIVERA: That's my
14 recommendation. Because then we could still
15 address it both.

16 COMMISSIONER RICE: Uh-huh.

17 CHAIRMAN RIVERA: So, that's my
18 recommendation. And if there's someone that
19 would like to make a motion, then -- and you're
20 in agreeance, then that's what I would say.

21 MR. CORPUS: Chairman, I would like to
22 make a motion. Make a motion.

23 COMMISSIONER RICE: Who? Me?

24 MR. CORPUS: No.

25 CHAIRMAN RIVERA: Yeah. But is there any

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1 other discussion or any --

2 COMMISSIONER RICE: No. I think awarding
3 the 1.7 should be --

4 MR. CORPUS: I think that's the smart
5 thing, we get the thing going --

6 COMMISSIONER RICE: Yeah. And then --

7 MR. CORPUS: -- and then we can come back.

8 COMMISSIONER RICE: -- do an evaluation.

9 CHAIRMAN RIVERA: Okay.

10 MR. CORPUS: Yeah.

11 CHAIRMAN RIVERA: So, that's my
12 recommendation on this one, right? We award the
13 1.793120 to Project 5, Flores Rosa as per the
14 recommendation of the committee.

15 MR. CORPUS: Which we can still address.

16 CHAIRMAN RIVERA: And then we -- well, I
17 guess let's take this two parts, right? First
18 part, let's just clear off the first one. And
19 then we'll decide what to do with the remaining
20 funds.

21 MR. CORPUS: Uh-huh.

22 CHAIRMAN RIVERA: Right?

23 MR. CORPUS: Yeah.

24 CHAIRMAN RIVERA: The motion to -- sorry,
25 the motion is to accept the recommendation of the

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1 evaluation committee to the board of
2 commissioners to award \$1,793,120 to Flores Rosa,
3 LLC, for the Flores Rosa Project who ranked 1st
4 on the evaluation. Second?

5 COMMISSIONER RICE: I'll second that.

6 CHAIRMAN RIVERA: Okay. Thank you,
7 Commissioner Rice with the second. Any further
8 discussion?

9 COMMISSIONER DELIA: I actually don't
10 agree to that, Chairman. I don't agree to award
11 them the 1.7 million. I really would like more
12 time to review it and have an understanding of
13 the scores; because I know that they may not have
14 LIHTC experience but I'd like to see how they
15 scored it and measure it. Because the QAP is
16 very specific to what is needed. So, I'd like
17 to review it before I do make a decision.

18 CHAIRMAN RIVERA: Sure. But there's
19 already a motion on the floor and it's been
20 seconded.

21 COMMISSIONER RICE: It's -- oh, go ahead.

22 CHAIRMAN RIVERA: Right, legal?

23 MR. FLORIG: That is correct. Yes, sir.
24 There is a motion before the board, and if there's
25 no further discussion, I believe that

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1 Commissioner Delia had already expressed her
2 concerns, and she can vote accordingly.

3 CHAIRMAN RIVERA: Okay. And the motion's
4 been seconded --

5 MR. FLORIG: Correct. It's before the
6 board --

7 CHAIRMAN RIVERA: -- so that means --

8 MR. FLORIG: -- for all consideration.
9 Correct.

10 CHAIRMAN RIVERA: Okay. Okay, so
11 Commissioner Delia's comments have been noted.
12 So, let me call for the vote. All in favor,
13 please say "aye" or raise your right hand so I
14 may see it?

15 BOARD OF COMMISSIONERS: (vote)

16 CHAIRMAN RIVERA: One, two, three. All
17 opposed?

18 BOARD OF COMMISSIONERS: (none oppose)

19 CHAIRMAN RIVERA: Okay. Thank you. The
20 oppose is noted. Motion passes to award the
21 \$1,793,120 to Flores Rosa, LLC, for the Flores
22 Rosa Project as per the recommendation of the
23 committee.

24 Okay. So, now let's figure out what to
25 do with the rest of the funds, right?

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1 MS. TAITANO: Right.

2 CHAIRMAN RIVERA: That was the second
3 part of this.

4 MS. TAITANO: Right.

5 CHAIRMAN RIVERA: Is, there's excess
6 funds here, the remaining balance. And the
7 recommendations could be for us to hold it back,
8 for us to award it, or for us to review, right?

9 COMMISSIONER RICE: Uh-huh.

10 CHAIRMAN RIVERA: And I think this is
11 where there was also request for more
12 information. Yeah?

13 MR. CORPUS: Yes.

14 CHAIRMAN RIVERA: So, do we need a motion
15 on what to do the rest of it, or we can just table
16 this?

17 MR. FLORIG: You can go ahead and table
18 this.

19 CHAIRMAN RIVERA: Okay. So, we'll table
20 the rest of it and get more information on the -
21 - information on the time. Is that what the
22 Commissioners would like to do?

23 COMMISSIONER DELIA: Yes.

24 CHAIRMAN RIVERA: Okay. Okay.

25 MR. ESTEVES: If there's additional

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1 information on -- and I keep saying that I think
2 whether this was -- this is the first time we've
3 ever had any tie.

4 CHAIRMAN RIVERA: Uh-huh.

5 MR. ESTEVES: You know, and in the future
6 will definitely be addressed at the QAP why --

7 CHAIRMAN RIVERA: If there's a tie.

8 MR. ESTEVES: If there's a tie. But
9 subject to not having it, it's really up to the
10 board. So, maybe it's worth a discussion in
11 preparation for the next meeting, maybe if
12 there's a consensus amongst the board members
13 what would be -- what are the determining factors
14 of, at least if all things being equal, either
15 of the two projects could potentially be awarded,
16 what would the board consider and need to know,
17 or information provided to make that
18 determination.

19 CHAIRMAN RIVERA: Right.

20 MR. ESTEVES: So, we can prepare and have
21 it available to you.

22 MR. CORPUS: And on that, we did have a
23 couple of meetings back, a decision based on only
24 points for CCTV camera.

25 CHAIRMAN RIVERA: Uh-huh.

1 MR. CORPUS: Where even the dollar
2 amounts were not even provided. And the scope
3 of work. And we carried that and make it
4 accurate. And now this, I don't know why this
5 would be different as far as point system because
6 we had one like this and we did it strictly on a
7 point system resolved. Although the commission
8 was provided.

9 MR. ESTEVES: Yeah. No, we can add the
10 fund system but we can't show is the -- their
11 application, right? You could have a point
12 system 1, 3, 4, 5. But their application on what
13 the point was based on isn't for --

14 MR. CORPUS: No, I think we did that. On
15 that one, if I just recall correctly, one client
16 would get a -- to one contractor and not another
17 because they were let in, that was a specific
18 point.

19 MR. ESTEVES: Yes.

20 MR. CORPUS: But they're not.

21 MR. ESTEVES: Uh-huh.

22 MR. CORPUS: Okay? So, how does that
23 different from a corporation company going to
24 build on a contract?

25 MR. ESTEVES: No, we can provide the

1 point breakdown definitely.

2 MR. CORPUS: I think that's what it is.

3 MR. ESTEVES: Again, it's the proprietary
4 information because if there was --

5 MR. CORPUS: For sure.

6 MR. ESTEVES: If there was proprietary
7 information subject to that procurement, that
8 wouldn't be available publicly.

9 MR. CORPUS: Uh-huh.

10 MR. ESTEVES: Right? It's available to
11 you guys as the board of course. But it's not
12 available at least for public dissemination.

13 MR. CORPUS: Right.

14 MR. ESTEVES: Yeah.

15 CHAIRMAN RIVERA: So, I guess what the
16 administration is asking -- or the leadership is
17 asking if I hear it correctly is, if you have any
18 questions, right? It's privileged to the board,
19 you probably just need to come in, make some
20 arrangements so you can view it; it won't come
21 out -- the full packets will not come out on the
22 board packet.

23 MR. CORPUS: Sure,

24 CHAIRMAN RIVERA: But if there's any
25 information that you would like to read or

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1 research or take a look at, then you're welcome
2 to come in and take a look at it, make your notes
3 so that you're prepared for this. Go ahead.

4 MR. CORPUS: Yeah.

5 CHAIRMAN RIVERA: Okay. Okay. So, yes,
6 so please let them know if there's anything else.
7 So, we'll table this pending more information.
8 And so, we still have a balance of the \$4 million
9 plus the next one that's coming for 2025. And
10 so, we can still award this project for the next
11 round.

12 MR. CORPUS: Yes.

13 CHAIRMAN RIVERA: In the next meeting.
14 Yes?

15 MS. NAPOLI: Uh-huh,

16 CHAIRMAN RIVERA: Okay. And
17 preferentially, right? If we can award without
18 having to go to another round of applications,
19 then that will probably be the better option.

20 MR. CORPUS: That would be senior pending
21 this thing.

22 CHAIRMAN RIVERA: Okay. So, we'll table
23 this next part of the remaining balance to the
24 next meeting. Okay.

25 MR. CORPUS: All right.

1 CHAIRMAN RIVERA: Okay. Moving on to Old
2 Business.

3 BOARD OF COMMISSIONERS: (take on other
4 matters on the agenda)

5

6 (Board meeting adjourned at 1:20 p.m.)

7 **SINAJANA, GUAM, TUESDAY, DECEMBER 10, 2024**

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1 REPORTER'S CERTIFICATE

2

3 I, **George B. Castro**, Court Reporter, do
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12 I am not a direct relative, employee,
13 attorney or counsel of any of the parties, nor a
14 direct relative or employee of such attorney or
15 counsel, and that I am not directly or indirectly
16 interested in the matters in controversy.

17 In testimony whereof, I have hereunto set my
18 hand and seal of Court this 4th, day of January,
19 2025.

20

21

22

George B. Castro

23

24

25

DEPO RESOURCES

George B. Castro

Court Reporter

Tel.(671)688-DEPO * Fax(671)472-3094

EXHIBIT K

RECEIVED
BY DRT

OCT 15 2024
GENERAL LICENSING &
REGISTRATION BRANCH

FLORES ROSA GARDENS L.L.C.

ARTICLES OF ORGANIZATION

Pursuant to the provisions of the Guam Limited Liability Company Act, as amended (the "Act"), SALAS DEVELOPMENT L.L.C., TASI HOMES MANAGER CO, INC. and THE CHILDREN'S ARK INC. (collectively, the "Members"), hereby certify as follows:

1. **NAME OF THE LIMITED LIABILITY COMPANY.** The name of the limited liability company formed hereby (the "L.L.C.") is FLORES ROSA GARDENS L.L.C.
2. **PERPETUAL EXISTENCE.** The L.L.C. shall have perpetual existence until dissolved in accordance with the Act.
3. **PURPOSE OF THE L.L.C.** The L.L.C. is to engage generally in the business of, directly or indirectly, through one or more entities: (i) owning and managing real property, (ii) such other activities as are related to or incidental to the foregoing, and (iii) all other business activity permitted under Guam law.
4. **PLACE OF BUSINESS AND REGISTERED OFFICE.** The L.L.C.'s registered office and place of business in Guam is 202 Hilton Road, PFM #7, Tumon, GU 96913.
5. **REGISTERED AGENT.** The name and address of the registered agent of the L.L.C. is: ROBERT P. SALAS II, whose mailing address is 202 Hilton Road, PFM #7 Tumon, GU 96913.
6. **PROPERTY CONTRIBUTIONS.** The total amount of cash contributed to the L.L.C. by the Members equals ONE THOUSAND AND 00/100 DOLLARS (\$1,000.00).
7. **ADDITIONAL CONTRIBUTIONS.** Members may be obligated to make additional capital contributions to the L.L.C. in such amounts and at such times as may be determined by the Members of the L.L.C.
8. **ADMISSION OF MEMBERS.** There is no stated right of the Members to admit additional members.
9. **DISSOLUTION.** The L.L.C. shall be dissolved and its affairs wound up upon:
 - (a) The unanimous written agreement of all Members; or

(b) The death, retirement, resignation, expulsion, bankruptcy or dissolution of any Member of the L.L.C. or upon the occurrence of any other event which terminates the continued membership of a Member in the L.L.C., if and only if, within ninety (90) days after such event, the Members, acting unanimously, elect to discontinue the existence of the L.L.C. and the business thereof. If the election to discontinue the existence of the L.L.C. described in the immediately preceding sentence is not made, then the L.L.C. shall not be dissolved and its affairs shall not be wound up, and it shall remain in existence as a limited liability company under the laws of Guam.

10. **NAMES AND ADDRESSES OF MEMBERS.** The L.L.C. is to be managed by three members: **SALAS DEVELOPMENT L.L.C.**, whose mailing address is 202 Hilton Road, PFM #7, Tumon, GU 96913, **TASI HOMES MANAGER CO, INC.** whose mailing address is PMB 3932, PO Box 10001, Saipan, MP 96950, and **THE CHILDREN'S ARK INC.**, whose mailing address is 238 Marine Corps Drive, #202, Hagåtña, GU 96910.

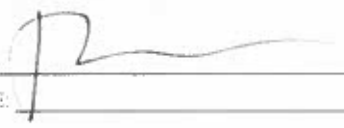
11. **PERCENTAGE INTERESTS.** The representative percentage interests of the members are **SALAS DEVELOPMENT L.L.C.** - Eighty Nine percent (89%), **TASI HOMES MANAGER CO, INC.** - Ten percent (10%), and **THE CHILDREN'S ARK INC.** - One percent (1%).

IN WITNESS WHEREOF, the undersigned Members hereby affirm under the penalties of perjury that the facts stated herein are true and correct, this 15 day of October, 2024. These Articles of Organization may be executed in several counterparts and as so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all of the parties have not signed the same counterpart.

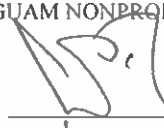
SALAS DEVELOPMENT L.L.C.
A GUAM LIMITED LIABILITY COMPANY

BY: 
NAME: _____
ITS: _____

TASI HOMES MANAGER CO, INC.
A CNMI CORPORATION

BY: 
NAME: _____
ITS: _____

THE CHILDREN'S ARK INC.
A GUAM NONPROFIT CORPORATION

BY: 
NAME: Leonard P. Campos
ITS: Managing Member

ACKNOWLEDGMENTS

GUAM, USA)
) SS:
MUNICIPALITY OF)
Tumon)

ON THIS 15th day of October, 2024, before me, a notary public in and for Guam, personally appeared Robert P. Salas, known or identified to me to be the President of SALAS DEVELOPMENT L.L.C., a Guam limited liability company, whose name is subscribed to the foregoing ARTICLES OF ORGANIZATION, and acknowledged to me that he/she executed the same on behalf of said company, in such capacity, being fully authorized to do so, and for the uses and purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

VANESSA R. AGUON
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: FEB. 13, 2025
275G Farenholt Ave PMB 304 Tamuning, GU 96913

(Official signature and seal of notary public)



GUAM, USA)
) SS:
MUNICIPALITY OF)
Tumon)

ON THIS 15th day of October, 2024, before me, a notary public in and for Guam, personally appeared Robert P. Salas, known or identified to me to be the Secretary / Treasurer of TASI HOMES MANAGER CO, INC., a Guam corporation, whose name is subscribed to the foregoing ARTICLES OF ORGANIZATION, and acknowledged to me that he/she executed the same on behalf of said corporation, in such capacity, being fully authorized to do so, and for the uses and purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

VANESSA R. AGUON
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: FEB. 13, 2025
275G Farenholt Ave PMB 304 Tamuning, GU 96913

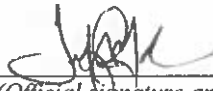
(Official signature and seal of notary public)



GUAM, USA)
) SS:
MUNICIPALITY OF)
 TAMUNINGI)

ON THIS 15th day of OCTOBER, 2024, before me, a notary public in and for Guam, personally appeared LEONARD P. CAMPOS, known or identified to me to be the MANAGING MEMBER of THE CHILDREN'S ARK INC., a Guam nonprofit corporation, whose name is subscribed to the foregoing ARTICLES OF ORGANIZATION, and acknowledged to me that he/she executed the same on behalf of said corporation, in such capacity, being fully authorized to do so, and for the uses and purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



(Official signature and seal of notary public)



JENNIFER D.S. MENDIOLA
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: **APR. 12, 2025**
1411 Pale San Vicente Road, Suite 303 Tamuning, Guam 96913-4232

ADDENDUM

**FLORES ROSA GARDENS L.L.C.
LIST OF MEMBERS, INITIAL CAPITAL CONTRIBUTION,
AND MEMBERSHIP INTERESTS**

MEMBER NAME, MAILING ADDRESS, TELEPHONE, AND EMAIL ADDRESS	INITIAL CAPITAL CONTRIBUTION	MEMBERSHIP INTEREST
SALAS DEVELOPMENT L.L.C. 202 Hilton Road, PFM #7 Tumon, GU 96913 Tel: (671) 688-8454 (Robert Salas II) Email: rob.salas@pfmguam.com	\$890.00	89%
TASI HOMES MANAGER CO, INC. PMB 3932, PO Box 10001 Saipan, MP 96950 Tel: (670) 234-7900 (Chieng Tan) Email: chiengt@gpccinc.com	\$100.00	10%
THE CHILDREN'S ARK INC. 238 Marine Corps Drive, #202 Hagåtña, GU 96910 Tel: (671) 479-9532 (Gina Campos) Email: thechildrensarkinc@gmail.com	\$10.00	1%

ROBERT P. SALAS II
202 Hilton Road, PFM #7
Tumon, GU 96913

October 10, 2024

VIA HAND DELIVERY

Ms. Marie Lizama
Acting Director
DEPARTMENT OF REVENUE & TAXATION
GOVERNMENT OF GUAM
1240 Route 16
Barrigada Heights, Guam 96913



RE: ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT

Dear Ms. Lizama:

Pursuant to the provisions of § 7108, Title 18 Guam Code Annotated, I, **ROBERT P. SALAS II**, hereby, on behalf of **FLORES ROSA GARDENS L.L.C.** (the "Corporation"), accept the appointment by the Corporation as its registered agent to accept summons and process in all legal proceedings against the Corporation and of all notices affecting the Corporation. I am familiar with and accept the obligations of my position as such registered agent.

Very truly yours,

A handwritten signature in black ink, appearing to be "R. Salas II", written over a horizontal line.

ROBERT P. SALAS II

EXHIBIT L

GUAM HOUSING AND URBAN RENEWAL AUTHORITY

2024 LOW INCOME HOUSING TAX CREDIT QUALIFIED ALLOCATION PLAN

**Approved by GHURA BOC
7/23/2024**

GHURA developed this Qualified Allocation Plan (QAP) which sets forth (1) the criteria to evaluate and allocate tax credits to projects which best meet the housing needs of Guam, and (2) the procedure to monitor for compliance with the provisions of the Low-Income Housing Tax Credit Program.

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I. Introduction

A. Low Income Housing Tax Credit

The Low-Income Housing Tax Credit (LIHTC) Program, created by the Tax Reform Act of 1986, is intended to encourage the construction or rehabilitation of low-income rental units. The LIHTC program provides tax incentives to developers who build or rehabilitate affordable rental housing for low-income households. The LIHTC program is administered by the Internal Revenue Service (IRS) and state housing finance agencies (HFAs). GHURA has been designated the HFA responsible for administering the LIHTC program.

The LIHTC program is authorized under Section 42 of the Internal Revenue Code. The QAP is authorized under Section 42(m)(1)(A) of the Internal Revenue Code. This section requires each state to develop a QAP that is consistent with the LIHTC program's overall goals and objectives.

B. Purpose and Scope

The purpose of this QAP is to establish the policies and procedures for the allocation of Low-Income Housing Tax Credits (LIHTCs) in Guam. The QAP provides guidance to developers, investors, and other stakeholders on the criteria and priorities that the Guam Housing and Urban Renewal Authority (the "Agency") will use to award LIHTCs to eligible affordable housing projects.

This QAP is intended to support GHURA's mission of promoting the development of safe, decent, and affordable housing for low-income households in Guam. Through the LIHTC program, the Agency seeks to incentivize the private sector to invest in the development and preservation of affordable rental housing that serves the needs of low-income households.

The QAP establishes the eligibility requirements, scoring criteria, and other policies and procedures that the Agency will use to allocate LIHTCs to eligible projects. The QAP also describes the public input process, the application process, and the compliance and monitoring procedures that the Agency will use to ensure that LIHTC projects meet the program's requirements.

The QAP is based on the Agency's analysis of the state's housing needs, market conditions, and other relevant factors. The QAP reflects the Agency's priorities for this year and is subject to change based on changes in housing needs, LIHTC demand, and other factors.

The QAP is not intended to establish binding rules or regulations, but rather to provide guidance to developers, investors, and other stakeholders on the Agency's LIHTC allocation process. The Agency may make exceptions or modifications to the QAP on a case-by-case basis if it determines that such exceptions or modifications are necessary to further the program's goals and objectives.

C. The Public Input Process

The public input process for LIHTC typically involves several steps. First, GHURA will hold a public meeting or hearing to gather input from interested parties, including developers, community organizations, and residents. These meetings provide an opportunity for stakeholders to share their perspectives on the state's affordable housing needs, and to offer suggestions for how LIHTC can be used to address those needs.

Once GHURA has received input from stakeholders, it will develop the QAP based on Guam's priorities and criteria for awarding tax credits to developers. The QAP is then made available to the public for comment which is hosted by the agency. After the public comment hearing, GHURA will consider the feedback, finalize the QAP and open it up for developers to submit an application.

D. Housing Needs Assessment

Guam's current rental market is strong due to the driven presence of military personnel and the rising costs for residential construction. Individuals and families are finding rental units are for more desirable than mortgages due to the high cost of living. Despite the numerous LIHTC projects throughout island, public housing, and housing assistance programs, there is still a high demand for affordable housing. In addition, populations such as the disabled, elderly, veterans, and the homeless are finding a scarcity in affordable housing to meet their special needs.

In order to alleviate the pressures or demand, Guam through this QAP should consider the following:

- 1- or 2-Bedroom units for individuals/smaller families
- 3- or 4-Bedroom units for larger families
- Veteran Affairs units
- Elderly Housing units

II. Allocation of Credits

This QAP sets forth (1) the criteria to evaluate and allocate tax credits to projects which best meet the housing needs of Guam, and (2) the procedure to monitor for compliance with the provisions of the LIHTC Program.

This allocation plan shall be effective for LIHTC reservations and awards in calendar years 2023/2024. The QAP is subject to amendment by the GHURA Board of Commissioners.

The QAP will utilize a point system to rank projects based upon the evaluation criteria established. The ranking of projects, along with all other relevant data, will determine the priorities to be followed by GHURA in allocating tax credits to the projects under consideration. The scores derived from the point system will be a component of the overall evaluation, and not the sole determining factor for the awarding of tax credits. In addition to the scores derived, GHURA will review all relevant data required in the application. GHURA retains the option to approve or reject applications based on GHURA's assessment of Guam's housing needs during the period covered by the QAP. Projects selected under this QAP shall be evaluated as to the minimum amount of tax credits required in order to make the project feasible.

The 2024 Guam QAP will focus on housing for smaller families, deconcentration of poverty and prevention of disparate impact to the neighborhood and surrounding community.

GHURA provides greater emphasis on larger projects wherein 80% of the project will consist of 1-to-2-bedroom units. There will be no cap as to how many units for the development, however, projects will be encouraged to maximize the number of units developed using the maximum number of credits possible.

Guam's 2024 tax credit allocation total is \$6,545,000 (\$3,185,000 issued on October 18, 2022 under Rev. Proc. 2022-38 for CY2023 allocation and \$3,360,000 issued on November, 2023 under Rev. Proc.

2023-34 for CY2024 allocation). Applicants seeking housing credit allocations in excess of the 2024 total must demonstrate the financial capability to complete the project or show that the project can be scaled to fit the available 2024 funding. Although forward commitments of future allocation funds are permitted, those commitments are subject to approval by the GHURA Board of Commissioners and are not guaranteed. GHURA supports and encourages applicants to consider the merits of mixed financing in pursuit of sustainable affordable development.

A. QAP Timetable

The QAP timeline is as follows:

- June 24, 2024 to July 05, 2024 – Public Comment Period
- July 23, 2024 – Presentation to GHURA BOC for approval
- July 25, 2024 to October 25, 2024 – QAP/Application Open to the Public
- October 25, 2024 – Application Closes/Final Submissions
- October 28, 2024 to November 8, 2024 – Evaluation Panel Review/Final Scoring
- November 12, 2024 – Final Recommendation to the GHURA BOC/Award Decision
- December 31, 2024 – Final day Carryover Allocation Submission

B. Threshold Requirements

There are several threshold requirements for housing developments receive tax credits both on the federal and state level.

1. Federal Threshold Requirements

- a) The project must be a residential rental property (either new construction or rehab).
- b) The property owner must commit to one of two possible low-income occupancy rules—the 20-50 rule, which stipulates that at least 20 percent of the units must be occupied by households with incomes at or below 50 percent of the area median income, or the 40-60 rule, which requires at least 40 percent of the units must be occupied by households at or below 60 percent of the area median income.
- c) The affordable units have maximum rent levels (including utilities) set at 30 percent of gross household income for households at the maximum income limit. For example, if a unit is restricted to households earning 60 percent of AMI, a household with a gross income of 50 percent of AMI would have to spend more than 30 percent of their income on rent. Some households fill that gap with other housing assistance, such as housing vouchers.
- d) Tax credits are allocated only for the construction costs of the affordable units—so-called “qualified construction costs”—though the project could have a mix of affordable and market-rate units, and could include commercial and/or community space.
- e) Property owners must operate under the income and rent restrictions for at least 30 years.

2. GHURA’s Threshold Requirements

- a) **Set Asides** – Applicants will determine which set aside they will utilize for the project.
 - i. **9% Credits Set Aside:** Applicants are advised that the agency will administer 9% LIHTC credits only to be used for the following:

- a. Construction of a New Building. The term “New Building”, as defined by Section 42 of the IRC, is “a building the original use of which begins with the taxpayer.” Rehabilitation of existing inventory but excluding acquisition costs of real estate, buildings, and depreciable assets from eligible basis (no acquisition LIHTC).
- b. Substantial Rehabilitation projects that do not have other federal funds. Federal funds include loans and bonds with below market-rate interest. Rehabilitation is “substantial” if a minimum amount is spent on each rent-restricted lower-income unit or 10% is spent on the “eligible basis” (Eligible Basis = Total Development Costs – Land Acquisition) during a 24-month period, whichever is greater.

ii. **Income Averaging Set Aside**

The Consolidated Appropriations of 2018 established a new income averaging set aside for LIHTC developments. (Please refer to Appendix 1 for income average guidelines.)

- b) **Market Study:** A comprehensive Market Study of the housing needs of low-income individuals in the area to be served by the project by a disinterested third party must be submitted as part of this application. The Market Study shall be completed at the Owner’s expense. Any applicant failing to submit a Market Study or submits a Market Study with a date older than 6 months before the date of application submission will not be considered for an award of tax credits. (Market Study requirements are specified in Appendix 2.)
- c) **Site Control and Zoning:** To receive consideration for an award of LIHTC, the applicant must have control of the site in a form acceptable to GHURA. Evidence of site control shall be submitted with the application for Low Income Housing Tax Credits. Site control shall be substantiated by providing evidence in the form of an executed lease or sale option agreement, fee simple deed, executed land lease, or any other documentation acceptable to GHURA. Evidence of site control must be provided for all proposed sites. Applicant should have a site that is properly zoned and ready for development. Zoning should include the description, land use classification, whether your project will conform to existing zoning for the property and documentation.

All lease terms must extend a minimum of five (5) years past the minimum affordability period.

- d) **Capital Needs Assessment** (For projects acquiring an existing property. All Units need to be reviewed.)

To ensure that the proposed rehabilitation of the project is adequate and that the property will have a useful life that exceeds the compliance and additional use period (collectively the Extended Use Period). A capital needs assessment of the property by a competent third party shall be submitted with the application. A capital needs assessment is a qualified professional’s opinion of a property’s current physical condition. It identifies deferred maintenance, physical needs and deficiencies, and material building code violations that

affect the property's use, structural and mechanical integrity, and future physical and financial needs. The Capital Needs Assessment shall identify any work that must be completed immediately to address health and safety issues, violation of Federal or local law, violation of local code, or any work necessary to ensure that the building can continue to operate as affordable housing.

- e) **Public Housing Waitlist/Homeless Services Programs:** Applicant shall certify that all low-income units will be made available to people on the waiting list for public housing, and/or acceptable homeless service programs. The following shall be submitted with the application:
 - i. Copy of the letter submitted to the local public housing authority which administers the public housing waiting lists that units will be available.
 - ii. Copy of the letter submitted to the Guam Homeless Coalition that provides services and programs to participating homeless services providers that units will be available.
- f) **Smoke Free:** All projects will be smoke free. Owners must prohibit smoking in all indoor common areas, individual living areas (including balconies and car ports), and within 20 feet of building entries or ventilation intakes. A non-smoking clause must be included in the lease for each household.
- g) **Phase I Environmental Assessment**
Required for all applications. For acquisition/rehabilitation projects, the Phase I Environmental Assessment should address lead-based paint and asbestos.
- h) **Proof of Non-Profit Status**
If applying under the Federal non-profit set aside, submit the following:
 - i. Articles of Incorporation
 - ii. Copy of a current 501(c)(3) IRS Tax Exemption Letter
- i) **Minimum Affordability Period:**
 - i. Applicants requesting an award of 9% LIHTC must commit to a minimum affordability period of 45 years.
 - ii. Acquisition/Rehabilitation of an Existing Building used for housing applicants: affordability period must also exceed any pre-existing affordability period by no less than 30 years.

III. Selection Criteria

Each application will be evaluated and awarded points in accordance with the following criteria. Unless otherwise indicated, all references to low-income unit(s) or low-income rental unit(s) shall mean low-income housing tax credit unit(s).

Application must have a minimum score of 77 out of 111 points to be considered for award. Selection Criteria are as follows:

	CRITERIA	POINTS
1	Project Location and Proximity	20
2	Project Financial Feasibility/Viability	18
3	Project Characteristics	12
4	The populations served by the Project	15
5	Developer, owner, and management team experience and capacity	12
6	The community support and involvement for the project and its impact on the neighborhood	5
7	The affordability of the rents and the length of the affordability period	14
8	Local/Federal Government Support	2
9	Qualified Non-Profit Organization	1
10	Qualified Census Tract	2
11	Replacement of existing public housing units	1
12	Project will receive project-based rental assistance	1
13	Historic Nature of the Project	1
14	Developer Fee	7

Criteria 1. (20 Points) Project Location and Proximity

The location of the project and its proximity to amenities, services, transportation, and jobs will have an impact on the quality of life and economic opportunities for low-income households. Please note this criterion consists of four subcategories: (1) proximity to public transportation; (2) proximity to grocery stores; (3) proximity to health care facilities; and (4) proximity to employment hubs. Each subcategory will be worth up to 5 points, depending on the distance from the proposed location to the nearest amenity or service. Distance is measured by driving distance using Google maps or a similar service. Please provide evidence through market study Points will be awarded as follows:

Subcategory	Distance	Points Available
Public Transportation	Less than 5 miles	5 Points
	5 – 10 miles	4 Points
	10 – 15 miles	3 Points
	More than 15 miles	0 Points
Grocery Store/Shopping	Less than 5 miles	5 Points
	5 – 10 miles	4 Points
	10 – 15 miles	3 Points
	More than 15 miles	0 Points
Health Care Facilities	Less than 5 miles	5 Points
	5 – 10 miles	4 Points
	10 – 15 miles	3 Points
	More than 15 miles	0 Points
Employment Hubs	Less than 5 miles	5 Points
	5 – 10 miles	4 Points
	10 – 15 miles	3 Points
	More than 15 miles	0 Points

Criteria 2. (18 Points) Project Financial Feasibility/Viability

The financial feasibility and viability of the project and its sources and uses of funds helps ensure that project is economically sound, has sufficient funding resources, and can sustain its operations and affordability over time. Applicants should consider including commitment letters, letters of interest or term sheets from experienced LIHTC investors. This criterion is worth 18 points and will consists of three subcategories: (1) debt coverage ratio; (2) operating expense ratio; and (3) sources and uses of funds. The points are awarded as follows:

Subcategory	Standard or Benchmark	Points Available
Debt Coverage Ratio	The ratio of net operating income to debt service payments. A higher ratio indicates ability to repay debt	6 points for a ratio 1.2 4 points for a ratio between 1.15 and 1.19 2 points for a ratio between 1.10 and 1.14 0 points for a ratio below 1.10
Operating Expense ratio	The ratio of operating expenses to effective gross income. A lower ratio indicates greater efficiency in managing costs.	6 points for a ratio 45% 4 points for a ratio between 46% and 50% 2 points for a ratio between 51% and 55% 0 points for a ratio above 55%
Sources and uses of funds	The amount and type of funding sources and how they are allocated to different project costs. A higher percentage of equity indicates greater financial strength and commitment.	6 points for percentage of equity above 80% 4 points for percentage of equity between 70% and 80% 2 points for percentage of equity between 60% and 70% 0 points for percentage of equity below 60%

Criteria 3. (12 Points) Project Characteristics

The design and quality of the project are important in providing affordable housing that is attractive, functional, durable and comfortable for the residents and the community. The energy efficiency, accessibility, and sustainability features of a project are important for reducing the environmental impact of the housing, lowering the operating costs, and enhancing the health and well-being of the residents. Projects are encouraged to incorporate as much features as possible.

Subcategory	Description	Points Available
Unit Layout/Space Efficiency	<p>Efficient floor plans that maximize usable space, adequate storage space in each unit, optimal natural lighting and ventilation, and innovative design solutions to optimize small spaces.</p> <p>80% of the project should consist of 1-to-2-bedroom units.</p>	2 points
Universal Design and Accessibility	<p>Barrier-free access to units and common areas, adherence to accessibility guidelines for doorways, hallways, and bathroom, and inclusion of adaptive design features for individuals with disabilities.</p> <p>If development is a multi-family multi-story project, ground level units should incorporate designs for individual with disabilities.</p>	2 points
Architectural Compatibility and Neighborhood Integration	<p>Design that complements the existing architectural style of the neighborhood; use of materials and colors that blend well with the surroundings; and engagement with community stakeholders to incorporate their feedback.</p>	2 points
Energy Efficiency and Sustainability Design	<p>Integration of energy-efficient building envelope and insulations, specification of high-efficiency HVAC systems and lighting, incorporation of renewable energy generation systems, and use of sustainable materials and construction practices.</p> <p>Projects are encouraged to incorporate green building certifications i.e. energy efficiency, LEED certifications and should provide evidence.</p>	2 points
Community Spaces and Amenities	<p>Provision of common areas for social interaction and communication, inclusion of amenities such as playgrounds, gardens, or fitness facilities.</p>	2 points

Durability and Maintenance	Selection of high-quality construction materials and finishes and implementation of durable and low maintenance building systems.	2 points
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Criteria 4. (15 Points) The populations served by the Project

Successful LIHTC projects service populations of variety both to address the housing needs of the community and give opportunities for special populations to live in affordable housing. Points will be awarded to populations with special housing needs, homeless and at-risk populations, and certain preferences. Projects are encouraged to incorporate one or more types of populations and provide evidence to what extent of services or amenities will be available to each in the application.

Subcategory	Description	Points Available
Special Needs	<p>Physical Disabilities: preference may be given to projects that allocate a percentage of units to individuals or households with physical disabilities, ensuring accessibility features and accommodations.</p> <p>Mental Health Conditions: projects that provide supportive housing or partner with service providers to offer mental health services may receive additional points.</p> <p>Seniors: preference may be given to projects specifically designed for elderly individuals or households with features that support aging in place, such as grab bars, accessible entrances, or proximity to senior centers.</p> <p>The project will set-aside at least 20% of all units for tenant populations with special housing needs. Persons with special housing needs may include the physically and mentally disabled. Units intended to serve the homeless must be used as permanent supportive housing, as regulation forbids the use of LIHTC projects as transient homeless shelters. To receive consideration for this criterion:</p> <p>A. The project must commit to provide case management or services specific to this population or special facilities to accommodate the physically disabled. (Please provide details of the services and/or special facilities i.e. what ADA standards and designs will be incorporated in unit construction or facilities? How many units will meet ADA standards, if any?)</p> <p>B. The Market Study shall specifically address the housing needs for the special needs group.</p>	5 Points
Homeless and At-Risk Populations	Homelessness: projects that reserve units for individuals or households transitioning from homelessness may receive priority.	5 Points

	<p>Foster Youth or Emancipated Youth: preference may be given to projects that allocate a portion of units specifically for foster youth aging out of the system or supportive services for these individuals.</p> <p>Domestic Violence Survivors: projects that prioritize housing for survivors of domestic violence and offer supportive services may receive additional points.</p>	
Preferences	<p>Local Residents: preference may be given to individuals or families who currently reside in the local community or have strong ties to the area, promoting community stability and integration.</p> <p>Veterans: projects that allocate units or collaborate with veteran support organizations to provide housing for military veterans may receive preference.</p> <p>Displaced Individuals or Families: special consideration may be given to households that have been displaced due to natural disasters, eminent domain, or other emergencies, ensuring they have access to affordable housing.</p> <p>Individuals with Children: The Project will serve tenant populations of individuals with children and provide evidence through the service of programs for children.</p>	5 Points

Criteria 5. (3-12 Points) Developer/Owner, and Management Team experience and capacity.

	Description	Points Available
Developer/Owner Experience	<p>Developer/Owner (or any member/staff of the development team) has a record of successfully completing LIHTC projects.</p> <p>Developer/Owner has an understanding of the LIHTC program, application process, and compliance requirements.</p> <p>Developer/Owner has the financial stability and capacity i.e., the ability to secure financing, managing costs, and handle any unexpected expenses that may arise during the project.</p>	6 points

	<p>Developer/Owner (or any member/staff of the development team) has no record of LIHTC projects but has experience of building affordable housing projects of similar design.</p> <p>Developer/Owner has made efforts to research and understand the LIHTC program, the application process and compliance requirements</p> <p>Developer/Owner has the financial stability and capacity i.e., the ability to secure financing, managing costs, and handle any unexpected expenses that may arise during the project.</p>	3 points
	<p>Developer who have a track record of chronic or substantive non-compliance, returned allocations or failed projects.</p> <p>Developer has no experience in LIHTC projects or the LIHTC program</p>	0 points
Management Team	<p>Management team has experience with LIHTC properties, a track record of successfully meeting LIHTC compliance requirements, understanding of income certifications and handling the unique challenges that come with managing affordable housing</p> <p>Management team can assess the property for maintenance and upkeep to maintain high-quality standards, addressing maintenance issues promptly and can conduct regular inspections to ensure property remains in good condition</p> <p>Management team has the ability to provide supportive services to low-income residents, can emphasize tenant satisfaction, communication, and responsiveness.</p>	6 points
	<p>Management team has no experience in servicing LIHTC properties but has experience in servicing projects of similar design.</p> <p>Management team will be able assess the property for maintenance and upkeep to maintain high-quality standards, addressing maintenance issues promptly and can conduct regular inspections to ensure property remains in good condition</p> <p>Management team will have the ability to provide supportive services to low-income residents, can emphasize tenant satisfaction, communication, and responsiveness.</p>	3 points

Criteria 6. (5 Points) The community support and involvement for the project and its impact on the neighborhood

LIHTC projects should take into consideration the following in regards to the community support and involvement:

Subcategory	Description	Points Available
Community Engagement Strategy	Project will include local stakeholders and decision-making processes	1 Point
Partnerships with Local Organizations	Project will partner with local organizations that provide support services to residents	1 Point
Community Development Initiatives	Projects developer/management team will support community development initiatives beyond the LIHTC property, such as support for economic development or neighborhood revitalization projects.	1 Point
Community Outreach and Education	Project will make efforts to educate the community about the LIHTC program and affordable housing options, including hosting informational sessions or participating in community events.	1 Point
Tenant Input and Feedback	Project management team will consider mechanisms for collection and incorporating tenant input and feedback. This could include tenant meetings, surveys, suggestion boxes or other channels of communication. The management team that actively seeks and values tenant input demonstrates the commitment to resident empowerment and community building for better LIHTC projects.	1 Point

Criteria 7. (14 Points) The affordability of the rents and the length of the affordability period

The affordability of rents and the length of the affordability period are critical for the LIHTC developments. Factors such as the percentage of units set aside for low-income tenants compared to the Area Median Gross Income (AMGI) helps ensure the commitment to maintain affordable rents and to keep it within the LIHTC program guidelines. LIHTC developments typically have minimum affordability period of 15 years, but some developments may have longer commitments.

Subcategory	Description	Points Available
Affordability of Rents	100% of the project to households earning 60% or less of AMGI	8 Points
	60% of the project to households earning 60% or less of AMGI, or 80% of the project to households earning 50% of less of AMGI.	4 Points
	40% of the project to households earning 60% or less of AMGI, or 60% of the project to households earning 50% or less of AMGI	2 Points
Length of Affordability Period	15-year compliance period plus 46 years or more	6 Points
	15-year compliance period plus 30 years extended use period	4 Points
	15-year compliance period plus 15 years extended use period	2 Points
	15-year compliance period no extended use period	0 Points

Criteria 8. (0-2 Points) Local/Federal Government Support

The project will receive a below market loan or grant from a federal agency or Government of Guam agency other than GHURA which, in total amounts to 10% or more of the total development cost.

Description	Points Available
The project has not applied for a below market loan or grant from a federal agency or Government of Guam agency, or if the total amount applied for is less than 10% of total development costs.	0 Points
The project has applied for a below market loan or grant from a federal agency or Government of Guam agency. Documentation must provide evidence that an application for financing has been submitted.	1 Point
The project has received a commitment from a federal agency or Government of Guam agency. A copy of a commitment letter or contractual agreement must be included in the application.	2 Points

Criteria 9. (1 Point) Qualified Non-Profit Organization

The project will be owned by a qualified non-profit organization as defined in Section 42(h)(5)(B), (C) of the Internal Revenue Code.

Description	Points Available
If the answer to the question is NO	0 Points

<p>If the answer to the question is YES, the organization must be a qualified non-profit organization at time of application submission. Organization must exist in and be qualified to do business in Guam. In addition, the following must be submitted:</p> <ol style="list-style-type: none"> 1. Articles of Incorporation 2. Copy of a current 501(c)(3) IRS Tax Exemption Letter for the Qualified Non-Profit Organization 3. Most recent Treasury Form 990 with all supporting documentation, as filed with the IRS 4. The Qualified Non-Profit Organization is required to have a physical office on Guam 	<p>1 Point</p>
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Criteria 10. (0-2 Points) Qualified Census Tract

Project characteristics, including whether the project includes the use of existing housing as part of a community revitalization plan

Project is located in Qualified Census Tract. The project will redevelop existing housing, which contributes to a concerted community revitalization plan as determined by GHURA.

Description	Points Available
The project is located in a Qualified Census Tract.	1 Point
The project will contribute to a community revitalization plan. (Copy of the plan to be submitted with the completed Application for GHURA's review to claim the point.)	1 Point
The project is neither located in a Qualified Census Tract nor contributing to a community revitalization plan.	0 Points

To receive consideration for this criterion, applicant must provide an explanation on how this project is in compliance with such plan and its benefit to the overall community. The applicant must provide a letter of interest or a binding agreement with the government agency administering the community revitalization plan.

Criteria 11. (1 Point) Replacement of existing public housing units

Project includes the development of new housing to replace existing public housing units.

	Points Available
If the answer to the question is NO	0 Points
If the answer to the question is YES	1 Point

To receive consideration for this criterion, the applicant must provide a letter of interest or a binding agreement from the local administering Public Housing Authority to participate in a HUD-approved activity.

Criteria 12. (0-1 Points) Project will receive project-based rental assistance.

Project will be receiving project-based rental assistance subsidies which would result in eligible tenants paying approximately 30% of their gross monthly income towards rent. Eligible programs shall include, but not be limited to, the Rural Development 515 Loan Program and HUD Housing Choice Voucher/Section 8 Project-Based Rental Assistance Program.

	Points Available
If the answer to the question is NO	0 Points
If the answer to the question is YES If the whole project has a secured authorization for project-based subsidies then 1 point will be awarded.	1 Point

Criteria 13. (0-1 Points) Historic Nature of the Project

The proposed project will preserve the historic nature of an existing building.

The proposed project involves the preservation of a building(s) on a national or state historic registry.

	Points Available
If the answer to the question is NO	0 Points
If the answer to the question is YES	1 Point

Criteria 14. (0 to 7 Points) Developer Fee

The applicant elects to limit the total Developer Fee as a percentage of the total development cost (excluding developer fee and reserves) as presented in the application. The Developer Fee includes total fees paid to the Developer, including, but is not limited to, consulting fees, project management fees, developer overhead, and developer fees. Architectural, Engineering, Accounting, and Legal fees are not included as the Developer Fee.

Applicants receive scores for this criterion based on the table below. Please note the different categories for New Construction vs. Acquisition / Rehabilitation applications.

New Construction		Acquisition / Rehabilitation			
		Fee on Acquisition		Fee on Rehabilitation	
Fee	Points	Fee	Points	Fee	Points
18% > Fee ≥ 16%	0	13% > Fee ≥ 11%	0	18% > Fee ≥ 16%	0
16% > Fee ≥ 14%	1	11% > Fee ≥ 9%	1	16% > Fee ≥ 14%	1
14% > Fee ≥ 12%	2	Fee < 9%	3	14% > Fee ≥ 12%	2
12% > Fee ≥ 10%	3			Fee < 9%	4
10% > Fee ≥ 8%	5				
Fee < 8%	7				

IV. Rights of GHURA

The awarding of tax credits rests solely with the GHURA Board of Commissioners. Further, GHURA retains its discretionary authority to approve or disapprove any post-award modifications to the project.

GHURA reserves the right to disapprove any application or project for any tax credit reservation or allocation, regardless of ranking under the criteria and point system as contained in Sections III of this QAP. GHURA shall have the authority to defer consideration of any application if such deferral is deemed in the best interest of meeting housing needs.

GHURA reserves the right, in its sole discretion, to do the following:

- (i) Hold back a portion of the annual federal housing credit ceiling for use during later reservation cycles,
- (ii) Carryover a portion of the current year's housing credit ceiling for allocation to a project which has not yet been Placed in Service, and
- (iii) Issue a reservation for the next year's housing credit ceiling.

GHURA is required under the IRC of 1986, as amended, to allocate the minimum amount of tax credits required to make a project feasible. The determination of the amount of tax credits to be reserved or allocated to a project shall be made solely at the discretion of GHURA. GHURA may, at the time of issuance of the IRS Form(s) 8609 for the project, decrease the amount of tax credits allocated to a project based on the actual cost and financing of the project.

GHURA may, at its sole discretion, conduct a special round after the final scheduled round for a year for projects (i) where the applicant's tax counsel has attested to an itemization of how the ten percent test prescribed by Internal Revenue Code Section 42(h)(1)(E) will be met; (ii) which have no deficient application items; and (iii) for which all exhibits have been submitted ("Year-End Round"). Year-End Round projects will receive a Carryover Allocation, not a reservation of LIHTCs, which may contain certain conditions and time periods for satisfying them. The circumstances for conducting a Year-End Round are (1) availability of LIHTCs and (2) potential loss of LIHTCs to the national pool. When a Year-End Round is being conducted, applicants need to satisfy the above requirements in order to receive a Carryover Allocation; and LIHTCs will be processed on a first-come-first-served basis and allocated to the extent available and to the extent applications can be processed.

GHURA in no way represents or warrants to any interested party which may include, but is not limited to, any developer, project owner, investor or lender that the project is, in fact, feasible or viable.

No GHURA member, officer, agent or employee shall be personally liable concerning any matters arising out of, or in relation to, the reservation or allocation of Low-Income Housing Tax Credits.

V. Fees

The following fees are associated with the Low-Income Housing Tax Credit program. GHURA reserves the right to adjust the fees due to changing circumstances annually each January 1. All fees shall be paid via Cashier's Check and made payable to **Guam Housing and Urban Renewal Authority**.

Application Fee

An Application Fee of **\$1,500 per application** shall be payable at the time of submission of the application. The fee shall be the same for all applicants.

Good Faith Deposit

A good faith deposit of ten percent (10%) of the first year's federal tax credits reserved shall be payable at the time the executed binding agreement is submitted to GHURA. Upon allocation and issuance of the IRS Form 8609, eighty percent (80%) of the good faith deposit shall be retained by GHURA as an administrative fee. The remainder of the good faith deposit may be refunded to the applicant in the sole discretion of GHURA. Failure to meet any of the elections made in the scoring criteria, participation elements, or requests for additional credits at the time of application or after may result in the retention of the entire good faith deposit by GHURA.

Compliance Monitoring Fee

Please refer to Section 'VI. Compliance Monitoring Plan' for more details regarding the Compliance Monitoring Fee.

Qualified Contract Processing Fee

Qualified Contract Fee of \$150 per unit for all units

Attorney's Fees and Costs:

In the event of a dispute or litigation regarding a QAP Agreement, the prevailing party shall be entitled to collect reasonable attorney's fees, costs, and expenses.

VI. Compliance Monitoring Plan

Summary

GHURA shall monitor compliance with all applicable Federal Program requirements for the period a project is committed to providing low-income rental units. GHURA will require that all qualified tenants of a project be certified upon occupancy and be re-certified annually to ensure compliance. Projects shall be required to maintain copies of the income certification for each tenant on forms approved by GHURA. Projects will also be required to maintain records regarding number of rental units (including number of bedrooms and size of square footage of each bedroom); percentage of total rental units that are low-income units; rent charged on each rental unit including utility allowances; number of occupants in each low-income unit for those buildings receiving tax credits prior to 1990; documentation regarding vacancies in the building; eligible and qualified basis of the building at the end of the first year of the credit period, and at the end of each year until required set-asides are met; and character and use of the nonresidential portion

of the building that is included in the building's eligible basis, all in accordance with the rules published by the Internal Revenue Service.

GHURA may perform an audit annually but at a minimum, once every three years, and shall have access to all books and records upon notice to the project owner.

Annually, owners of low-income housing tax credit projects will be required to certify to GHURA that for the previous year,

- the minimum set-aside requirement was met;
- there was no change in the applicable fraction, or an explanation if there was a change; appropriate income certifications and documentation have been received for each low-income tenant;
- each low-income unit was rent-restricted in accordance with the Code;
- all units were for use by the general public and used on a no transient basis (except for transitional housing for the homeless as provided for in the Code);
- each building was suitable for occupancy, taking into account local health, safety and building codes;
- there was no change in the eligible basis in the project, or an explanation if there was a change;
- all tenant facilities included in the eligible basis were provided on a comparable basis without charge;
- rentals of vacancies were done in accordance with the Code;
- rentals of units were done in accordance with the Code if any tenant's income increased above the limit allowed by the Code;
- a Restrictive Covenant document was in effect for the project, for those buildings receiving credits after 1989, all in accordance with the rules published by the Internal Revenue Service.

If GHURA becomes aware of non-compliance, the Internal Revenue Service shall be notified in accordance with the rules published by the Internal Revenue Service.

Please consult with your tax attorney and/or LIHTC consultant regarding Internal Revenue Code regulations. Owners are responsible for keeping abreast of current LIHTC Program requirements.

The guidelines outlined below in sections B through K pertain to projects allocated Low Income-Housing Tax Credits in Guam.

Compliance

Owner/Manager Training

Owners, managing agents, and on-site managers should attend or document that they have recently attended training on management and compliance prior to leasing any units, but no later than receipt of IRS Form 8609, which certifies an allocation of tax credits. Training may be required following significant or repeated noncompliance events. At minimum, such training should cover key compliance terms, qualified basis rules, determination of rents, tenant eligibility, file documentation, next available unit procedures and unit vacancy rules, agency reporting requirements, record retention requirements, and site visits.

Set Aside

The project must comply with the low-income set-aside requirements of Section 42 of the Internal Revenue Code- as chosen by the owner at the time of receiving the credits. The minimum requirements are either:

1. 20 percent or more of the units are occupied by tenants having a household income of 50 percent or less of the area median gross income (the "20-50 requirement"), or
2. 40 percent or more of the units in the project are occupied by tenants having a household income of 60 percent or less of the area median gross income (the "40-60 requirement").
3. Election of income averaging for new LIHTC developments where LIHTC Qualified Units (Units) may serve households earning up to 80% of the Area Median Income (AMI) so long as the average income limit of the Qualified Units is 60% or less of AMI. Designated income levels for Qualified Units may be set at 10% increments between 20% and 80% of AMI. See Appendix 1 for further guidance.

Tenant income is calculated in a manner consistent with the determination of annual income under Section 8 of the United States Housing Act of 1937, as directed by the Internal Revenue Code. Area median incomes are determined annually by the U.S. Department of Housing & Urban Development (HUD), and are available from GHURA.

Rent

Units in the project must be rent-restricted to thirty (30) percent of the imputed income limitations based on unit size as provided in Code Section 42(g)(1). This rent restriction must be maintained throughout the Term of the Compliance and Extended-use period. See 'Rent Restrictions' in this section for further information.

Term of Compliance

Projects receiving a LIHTC allocation after January 1, 1990, must comply with eligibility requirements for the extended use period [initial 15-year period (compliance period), in addition to the 15 or more years (extended use period)] determined by elections indicated in the Restrictive Covenant Document. The Restrictive Covenant Document must be recorded before credits are allocated.

Annual Certification

These and other compliance requirements as listed in Section 'A. Summary' must be certified annually by the owner through the submission of the Annual Report. The Annual Report includes the Owner's Certificate of Continuing Program Compliance and shall be submitted by February 1 of each year throughout the compliance/extended-use period.

Records Retention

The Annual Report and the supporting documentation verifying the information on the Annual Report must be kept for a minimum of six (6) years after the due date (with extensions) for filing the federal income tax return for that year. The records for the first year of the credit period,

however, must be retained for at least 6 years beyond the due date (with extensions) for filing the federal income tax return for the last year of the compliance period of the building, in accordance with published IRS guidelines.

IRS Form 8609

Owner shall complete Part II of IRS Form 8609 and submit with subsequent Annual Reports.

Qualified Basis Tracking Sheet (QBTS)

This form shall be submitted annually until the required set-asides are established. Documents will provide information on original tenants qualifying each building for tax credits minimum set-asides, and other set-asides.

Status Reports

This report is to be submitted annually by owners in such format as required by GHURA or its Authorized Delegate to document and track the continuous compliance of tax credit units. The documents report data that tenants are income eligible at move-in, that the occupants of LIHTC units are re-certified at least on an annual basis and that the unit rents are restricted. Documentation will also indicate compliance with the vacant unit rule and 140% rule. The tracking of tax credit units substantiates the maintenance, increase or reduction of each BIN's qualified basis.

Qualifying Households

Applicants for low-income units should be advised early in their initial visit to the project that there are maximum income limits which apply to these tax credit qualified units. Management should explain to the tenants that the anticipated income of all persons expecting to occupy the unit must be verified and included on a Tenant Income Certification (TIC) prior to occupancy, and re-certified on an annual basis. Applicants should be informed of other Internal Revenue Service requirements such as the Student Rule and Recertification.

Unborn Children

In accordance with the HUD Handbook 4350.3, owner shall include unborn children in determining household size and applicable income limits. If permitted by state laws, owner shall require documentation of pregnancy in such circumstances.

Student Households

In accordance with the Internal Revenue Code, a household comprised entirely of full-time students may not be counted as a qualified household, unless the household meets at least one exception. Refer to the Internal Revenue Code for additional guidelines on the exceptions. Owner shall utilize a lease provision requiring tenants to notify managing agent of any change in student status.

Calculating Anticipated Tenant Income

Owner shall qualify tenants by calculating household income using the gross income the household anticipates it will receive in the 12-month period following the effective date of the

income verification or Recertification. Anticipated income should be documented in the tenant file by third party verification whenever possible, or by an acceptable alternate method of verification with documentation as to why third-party verification was not available. Owner shall use current circumstances to project income, unless verification forms or other verifiable documentation indicate that an imminent change will occur. Owner shall refer to HUD Handbook 4350.3 for guidance on the proper calculation and verification of income and assets per IRC regulations.

Certification

Upon acceptance of an applicant to the project, a TIC must be completed for the applicant and certified to by the applicant and the owner. The form is a legal document which, when fully executed, qualifies the applicants to live in the set-aside units in the project.

The TIC must be executed along with the lease prior to move-in. No one may live in a unit in the project unless certified and under lease.

The original copy of the executed TIC form is to be retained in the applicant's file. The TIC and the supporting documentation verifying the TIC must be kept for a minimum of six (6) years after the due date (with extensions) for filing the federal income tax return for that year. The records for the first year of the credit period, however, must be retained for at least 6 years beyond the due date (with extensions) for filing the federal income tax return for the last year of the compliance period of the building, in accordance with published IRS guidelines.

Recertification

For 100% LIHTC set-aside projects, annual recertifications are not required after January 1, 2014. However, Owners **must recertify** households **at least once** on the first anniversary of their initial tenancy.

For projects with less than 100% set-aside:

To ensure each unit is complying with the LIHTC income restrictions, GHURA requires (a) the owner to annually recertify each tenant's income and household composition and (b) each tenant is to report certain changes in income and household composition which occur between regularly scheduled recertification.

If the income of the tenants in a unit who have been previously verified increases above 140 percent of the applicable income limitation, the unit may continue to be counted as a low-income unit as long as the next available unit of comparable or smaller size is occupied by a qualified low-income tenant, and the rent continues to be restricted for the initial unit.

Each tenant's annual recertification is to be completed within one year of last recertification. The request for recertification shall be made between 60 and 90 days before the effective date, and it must clearly state that the tenant has ten (10) calendar days in which to contact the owner to begin recertification processing. The notice must also state the days and hours available for the interview, the information the tenant should bring to the interview, and how and whom to contact to schedule the interview.

Upon re-verification of the tenant's income, the owner shall complete a new TIC, which shall be certified to by the owner or owner's designee.

Past-Due Recertification

A recertification is considered past due if the TIC form for the tenant is not certified by tenant and owner within twelve months of the last recertification.

Rent Restrictions

Projects receiving Low-Income Housing Tax Credits after January 1, 1990 must comply with the following procedures:

- Units in the project must be rent-restricted to 30% of the imputed income limitations for each unit, based upon HUD area median incomes and size of units. Rents are imputed by bedroom size in the following manner: a unit which does not have a separate bedroom - 1 individual; and a unit with 1 or more separate bedrooms - 1.5 individuals per bedroom.
- Gross rent does not include any payment for various rental assistance programs and supportive service assistance as outlined in Section 42 of the Code. Gross rent must include any allowance for utilities.

HUD publishes the area median incomes for each state and territory annually. Updated income limits must be implemented pursuant to IRS Revenue Ruling 94-57, "Taxpayers may rely on a list of income limits released by HUD until 45 days after HUD releases a new list of income limits, or until HUD's effective date for the new list, whichever is later." Rents may be increased accordingly as the area median income increases.

If the income of the tenants in a unit who have been previously verified increases above 140 percent of the applicable income limitation, the unit may continue to be counted as a low-income unit as long as the next unit of comparable or smaller size is occupied by a qualified low-income tenant, and the rent continues to be restricted for the initial unit.

Eviction of Tenants

Once an eligible tenant has been certified and admitted to the project, the tenant may not be displaced solely due to an increase in the tenant's household income beyond the restricted limit.

Audits

The project may be subject to a management audit by GHURA or its Authorized Delegate annually but, at a minimum, once every three years. Notification of an audit shall be given to the owner at least 30 days prior to such audit. The results of the management audit and the recommendations for corrective action to protect and maintain the project shall be transmitted to the owner within thirty (30) days following the completion of the audit.

The purpose of the audit will be to conduct a physical inspection of the building and/or project, and, for at least 20 percent of the project's low-income units, to inspect the units and review the low-income certifications, documentation supporting the certifications, and rent records for the tenants in those units. The audit may also consist of a review of first year tenant records, a review of the documentation supporting the Annual Report, and any other documentation necessary for GHURA to make a determination as to whether the project is not in compliance with the Code.

When conducting tenant file reviews, GHURA's and its Authorized Delegate's reviews shall include, but not be limited to:

- completed rental application, including certification of assets and disposal of assets, if applicable;
- tenant income certification completed for move-in and current year, including all required signatures and dates;
- income verification(s) completed and documented;
- assets verified in accordance with IRC regulations;
- student eligibility documentation;
- lease and lease addendums completed at move-in;
- utility allowance on file;
- review of first year tenant records which qualified the project initially for tax credits

The owner shall have a period of thirty (30) days in which to respond to the findings of the management audit. GHURA shall review the owner's response to determine the extent to which the issues raised in the management audit letter are addressed. Findings, whether corrected or not, will be reported to the IRS.

See Section 'Non-compliance Penalties' for information on notification to the IRS of any non-compliance found in the management audit.

[Rural Housing Service \(RHS\) and Tax-exempt Bond Issue Projects](#)

In accordance with the published IRS guidelines on compliance monitoring, an exception may be granted to RHS projects under its section 515 program and buildings or projects of which 50 percent or more of the aggregate basis is financed with the proceeds of tax-exempt bonds.

The IRC regulations allow for exception of a building from the inspection requirement if the building is financed by RHS under the section 515 program, the RHS inspects the building [under 7 CFR part 1930(C)], and the RHS and the allocating agency enter into a memorandum of understanding, or other similar arrangement, under which the RHS agrees to notify the allocating agency of the inspection results. Irrespective of the physical inspection standard selected by the allocating agency, a low-income housing project under section 42 of the Internal Revenue Code must continue to satisfy local health, safety and building codes. A memorandum of understanding has not been executed between GHURA and RHS.

Annual Reports, QBTS, Compliance Monitoring Status Reports and other reports are still required of RHS projects. Although GHURA has allowed the use of the RD 1944-8, the form does not determine eligibility for specific LIHTC requirements. Owners need to determine whether the TIC will be used or a worksheet will be attached to RD 1944-8 to determine eligibility under the IRC. Management audits will still be conducted as indicated herein.

An owner who for some reason is not able to make any of the required certifications stated on the Annual Report or other requirements must inform the Agency immediately of such inability, as well as explain the reason for said inability.

Reporting Requirements

- a. The LIHTC Annual Report must be submitted annually by February 1 of each year throughout the compliance/extended use period.
- b. Part II of the IRS Form 8609 must be completed by the owner and submitted with initial Annual Report.
- c. Qualified Basis Tracking Sheets (QBTS) are submitted at a minimum annually with LIHTC Annual Report until all set-asides are established.
- d. Status Reports are submitted annually by owners with Annual Report to document and track the continuance compliance of tax credit units throughout the compliance/extended-use period.

These forms must be sent in to GHURA or its Authorized Delegate at the address shown in Section II.

The Certification of Eligibility and LIHTC forms listed above are available from GHURA. Additionally, GHURA has data regarding HUD area median incomes, maximum rental rates, income verification information and third-party verification forms.

Fees

A compliance monitoring fee of up to \$50 per unit for all units (for the 1st year full inspection) and \$25 per unit for all units (once every 3 years after 1st year full inspection) within each project shall be charged annually for administrative expenses. This fee shall be submitted with the LIHTC Annual Report for each year of the compliance/extended-use period. GHURA reserves the right to adjust fees due to changing circumstances annually each January 1. It will be the responsibility of GHURA to inform the owner of any changes in the annual compliance fee prior to the submission of fees. The compliance monitoring fee will be effective as of the Placed-in-Service date for the first building.

Non-compliance Penalties

The penalty for non-compliance with the LIHTC Program is the potential recapture of the credits awarded and interest on the amount recaptured. The Internal Revenue Service shall determine penalties for non-compliance.

Upon determination by GHURA of non-compliance with the LIHTC Program, the owner shall be notified and given thirty (30) days to correct any discovered violations. In accordance with the Internal Revenue Service's published guidelines on compliance monitoring, GHURA will be required to notify the IRS within forty-five (45) days after the end of the thirty-day correction period, whether or not the non-compliance is corrected. GHURA will be given the opportunity on the IRS form to indicate whether the owner has corrected the non-compliance. GHURA may extend the correction period, up to a total of six (6) months, if it is determined by GHURA that good cause exists for granting such an extension. In such case, the IRS will not be notified until the end of the extended correction period.

Extended Use Period

After the initial 15-year compliance period is the Extended Use Period, GHURA is no longer required to report instances of non-compliance to the IRS. Compliance during the Extended Use Period (EU Compliance Policy) will concentrate on enforcing the requirements of the LIHTC program through the term of the Declaration of Restrictive Covenants for Low Income Housing Credit recorded on the property. The EU Compliance Policy is largely based on the procedures of the initial compliance period. Unless noted below, the policy and procedure for compliance during the initial compliance period shall continue to apply to the extended use period.

Effective Date

The EU Compliance Policy shall be effective on the first day after the expiration of the initial 15-year compliance period for the last building placed in service in the project. Generally, the extended use compliance period will begin on January 1 of the year after the expiration of the initial 15-year compliance period of the last building placed in service and be in effect until the end of the extended use period.

Income and Rent Set Aside

Owners are subject to the Section 42 occupancy and rent restrictions required in the Declaration of Land Use Restrictive Covenants for Low-Income Housing Credits.

Student Households

As GHURA wants to ensure that properties in the extended use period are not used as dormitory housing, a modified student eligibility requirement will be enforced. During the extended use period, a household comprised entirely of full-time students will qualify as long as at least one member of the household is an independent student or is a student in grades Kindergarten through 12 (including home schooled minors studying course material within these grades). An independent student is defined as one who is not claimed as a dependent on his/her parent's tax return (proof required).

Available Unit Rule / 140% Rule

For projects which include market rate units, the Available Unit Rule and the 140% Rule do not apply during the extended use period. The percentage of tax credit units as specified in the Declaration of Restrictive Covenants for Low Income Housing Credits must be maintained throughout the extended use period.

Certification and Recertification

Certification of tenants at the time of move-in shall be required during the extended use period according to the same procedure as the compliance period. Recertification of tenants will not be required during the extended use period. However, if any adults are added to the household, then the household must be re-certified.

Unit Transfers

During the extended use period, unit transfers are allowed without a new income qualification. Documentation of all unit transfers that occur shall be submitted as part of the Reporting Requirements.

Reporting Requirements

1. The **LIHTC Annual Report** must be submitted annually by February 1 of each year throughout the extended use period.
2. **Status Reports** are submitted annually by owners with the Annual Report to document and track the continuing compliance of tax credit units throughout the extended use period.

Site Audits

Commencing within three years after the expiration of the Compliance Period, site audits for projects may be conducted at least once every **five** years. Projects that have substantial outstanding non-compliance beyond the correction period based on the findings of the most recent site audit may be subject to more frequent site audits.

Owner Inspection

Owners shall conduct an annual physical inspection of each unit and common areas in the project.

Correction Period and Non-compliance Penalties

Upon determination by GHURA of non-compliance with the LIHTC Program during the extended use period, the owner shall be notified and given thirty (30) days to correct any discovered violations. GHURA may extend the correction period on a case-by-case basis, up to a total of six (6) months, if it is determined by GHURA that good cause exists for granting such an extension. Owners may request GHURA to review all outstanding non-compliance issues for a property once per calendar year after the initial correction period. Any owner and constituent entities involved in management and ownership of a project with an unresolved finding of non-compliance beyond the initial correction period may be deemed to be Not in Good Standing by GHURA's Fiscal Department. Owners must clear all outstanding non-compliance issues to be deemed in Good Standing with GHURA.

Appeal

All appeals shall be resolved in accordance with GHURA's Appeals and Process Procedure, copies of which are maintained at GHURA's office.

Other

High-Cost Area Designation. Newly constructed buildings located outside of designated Difficult to Develop Areas or Qualified Census Tracts qualify as a high cost area. The additional LIHTC available from the "basis boost" will be used to offset the high cost of construction and land throughout the island.

Appendix 1 Income Averaging Guidelines

GHURA Guidelines for Utilizing the Income Averaging Minimum Set-Aside for Applications under Consideration or Already Approved

The Consolidated Appropriations Act of 2018 establishes income averaging as a new minimum set-aside election for new LIHTC developments. It allows LIHTC Qualified Units to serve households earning as much as 80% of Area Median Income (AMI) so long as the average income limit of the Qualified Units is 60% or less of AMI. Designated income levels for Qualified Units may be set at 10% increments between 20% and 80% of AMI. GHURA will accept proposals for utilizing income averaging in application that are under consideration, have already been approved or have already initially closed, subject to the requirements outlined below.

General Requirements for All Income Averaging Proposals:

- Utilization of income averaging requires GHURA consent
- Proposals will not be accepted without evidence of approval by the syndicator/investor
- Changes in the AMI bands must be supported by a market study
- Proposals must maintain the requirements of any GHURA funding award
- A revised application and associated exhibits may be required
- If the use of income averaging triggers higher fees for compliance monitoring, the increase will need to be incorporated in the project budget

Additional Requirements for Developments that have already initially closed:

- Proposals will only be considered for Developments that have not yet executed Form 8609
- The proposal must continue to meet the requirements of the Section 42 of the Internal Revenue Code
- Set-aside elections made in the Extended Housing Commitment executed at initial closing and recorded at the Recorder's Office may need to be amended

Appendix 2

Market Study

In accordance with Section 42(m)(1)(A)(iii) of the Internal Revenue Code, GHURA requires a comprehensive Market Study of the housing needs of low-income individuals in the area to be served by the project. The Market Study is to be conducted by a disinterested party approved by GHURA and must be submitted as part of the application. The Market Study shall be completed at the Owner's expense. Any applicant that fails to submit a Market Study, or submits a Market Study dated more than 6 months earlier than the date of application shall be returned to the applicant and the application will not receive further consideration.


The Market Study shall address the following information:

- A statement of the competence of the market analyst.
- A description of the proposed site.
- Demographic analysis of the number of households in the market area which are income eligible and can afford to pay the rent. Estimate of capture rates for the market areas.
- Geographic definition and analysis of the market area.
- Identification of the project including location, unit counts, income levels and target population. Market Study must be consistent with the proposed project.
- Analysis of household sizes and types in the market.
- A description of comparable developments in the market area.
- Analysis of practically available rents, vacancy rates, operating expenses and turnover rates of comparable properties in the market area.
- Analysis of practically available rents, vacancy rates and turnover rates of market rate properties in the market area. Projected operating funds and expenses, when available at the time of the study.
- Expected market absorption of the proposed rental housing, including a description of the effect of the market area.
- Identification and commentary of proposed projects in the market areas.
- Analysis of market demand for tenants with special housing needs when applicable.
- Analysis of impacts of development to the area's existing education, public safety, and utilities infrastructure.

Projects that are requesting credits from eligible basis generated from a Community Service Facility as defined in Section 42(d)(4)(C)(iii) must provide a market study that addresses the following:

- A description of Services provided that improve the quality of life for community residents.
- The market area and demand for services provided.
- The applicability of service provided to the community.
- The affordability of the services provided to persons of 60% AMGI or less.

EXHIBIT M

GOVERNMENT OF GUAM – Department of Land Management Office of the Recorder	
File for Record is Instrument Number	<u>1002740</u>
On the Year 20	<u>24</u> Month <u>10</u> Day <u>09</u> Time <u>8:42am</u>
Recording Fee	<u>459.25</u> Receipt No. <u>R0117</u>
Deputy Recorder	 Kerilyn D.P. Tuncap

(Space above this line is for Recorder's use only.)

GRANT DEED

CALVO SALAS CO., INC. ("Grantor") a Guam corporation, whose address is 138 Martyr Street, Hagåtña, Guam 96910, and its successors and assigns, for Ten Dollars (\$10.00) plus other, good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto **ROBERT P. SALAS** ("Grantee"), a married man, whose address is 202 Hilton Road, B01, Tamuning, Guam 96913, in fee simple, that certain parcel of real property (the "Premises") situated in the municipality of Tamuning, Guam, and more particularly described as follows:

Lot 2144-1D-7, Municipality of Tamuning, Formerly of Dededo, Territory of Guam, Estate Number 58815, Suburban, as said lot is marked and designated on Drawing Number MSM-519TD71, as L.M. Check Number 541-FY71, as described in that Retracement & Parcelling Map of Lot 2144-1D-7 & 1D-R7, dated June 4, 1971 and recorded June 15, 1971, at the Records Division, Department of Land Management, Government of Guam, under Document Number 102857.

Area: 4,046.81 ± square meters

Last Certificate of Title Number:
70362 - Kobana, Inc., a Guam Corporation

Together with all appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and also all

GRANT DEED

of the estate, right, title, interest, possession, claims and demands whatsoever, both at law and in equity, of said Grantor in and to the above-described Premises, and every part and parcel thereof with the appurtenances thereto appertaining.

TO HAVE AND TO HOLD, all and singular, the above-mentioned and described Premises, together with the appurtenances, unto the above-named Grantee, his successors and assigns forever subject to all liens, claims and encumbrances of record.

Grantee acknowledges that water and power (electricity) are immediately available on the Premises or within 100 feet of the property.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this GRANT DEED to be executed as of the dates indicated near their respective signatures.

GRANTOR:

GRANTEE:

CALVO SALAS CO., INC.

By: _____

Robert P. Salas
Its Duly Authorized Representative

Dated: _____

9-5-24

ROBERT P. SALAS

Dated: _____

9-5-24

[NOTARY SIGNATURES TO FOLLOW ON NEXT PAGE]

GRANT DEED

GUAM, U.S.A.)
VILLAGE OF Tamuning) ss:

On this 5th day of September, 2024, before me, the undersigned notary, personally appeared Robert P. Salas, the duly authorized representative of CALVO SALAS CO., INC., the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.





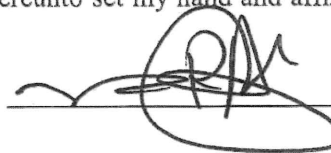
VANESSA R. AGUON
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: **FEB. 13, 2025**
275G Farenholt Ave PMB 304 Tamuning, GU 96913

GUAM, U.S.A.)
VILLAGE OF Tamuning) ss:

On this 5th day of September, 2024, before me, the undersigned notary, personally appeared ROBERT P. SALAS, the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.





VANESSA R. AGUON
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: **FEB. 13, 2025**
275G Farenholt Ave PMB 304 Tamuning, GU 96913

AFFIDAVIT OF TRUE CONSIDERATION

We, the undersigned having been first duly sworn do hereby depose and say as follows:

(1) That by the terms of a Grant Deed bearing the Document Number 1002740, said Grant Deed being incorporated herein by this reference, **ROBERT P. SALAS**, has duly acquired in fee simple the property fully described as:

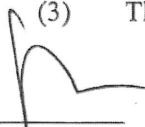
Lot 2144-1D-7, Municipality of Tamuning, Formerly of Dededo, Territory of Guam, Estate Number 58815, Suburban, as said lot is marked and designated on Drawing Number MSM-519TD71, as L.M. Check Number 541-FY71, as described in that Retracement & Parcelling Map of Lot 2144-1D-7 & 1D-R7, dated June 4, 1971 and recorded June 15, 1971, at the Records Division, Department of Land Management, Government of Guam, under Document Number 102857.

Area: 4,046.81 ± square meters

Last Certificate of Title Number:
70362 - Kobana, Inc., a Guam Corporation

(2) That the true consideration or value given for said realty is ONE HUNDRED SEVENTY-THREE THOUSAND SEVEN HUNDRED DOLLARS (\$173,700.00 USD).

(3) That to my knowledge (initial where applicable):



GRANTEE



GRANTOR

A real estate commission was paid in connection with this transaction in the amount of \$19,300.00 to ReMax Pacific Alliance Realty.

(4) That this Affidavit is executed to satisfy the requirements of 11 G.C.A. Section 20102 and is for official use by the Government of Guam.

(5) It is further understood that this document is submitted only for such official use by the Government and is not to be made available for inspection by the general public.

GOVERNMENT OF GUAM – Department of Land Management Office of the Recorder	
File for Record is Instrument Number	<u>1002741</u>
On the Year 20 <u>24</u> Month <u>10</u> Day <u>09</u> Time <u>8:44am</u>	
Recording Fee <u>25.00</u>	Receipt No. <u>RD117</u>
Deputy Recorder <u>[Signature]</u>	
Kerilyn D.P. Tuncap	

(Space above this line is for Recorder's use only.)

AFFIDAVIT OF TRANSFEREE

I, **ROBERT P. SALAS**, being first duly sworn on oath, hereby depose and say as follows:

- (1) I am married to Delta Salas.
- (2) That by a Grant Deed, I have acquired the following described parcel of real property:

Lot 2144-1D-7, Municipality of Tamuning, Formerly of Dededo, Territory of Guam, Estate Number 58815, Suburban, as said lot is marked and designated on Drawing Number MSM-519TD71, as L.M. Check Number 541-FY71, as described in that Retracement & Parcelling Map of Lot 2144-1D-7 & 1D-R7, dated June 4, 1971 and recorded June 15, 1971, at the Records Division, Department of Land Management, Government of Guam, under Document Number 102857.

Area: 4,046.81 ± square meters

Last Certificate of Title Number:
70362 - Kobana, Inc., a Guam Corporation

- (3) That I hold said property as separate property.
- (4) That this Affidavit is made for the purpose of complying with the requirement of Title 21 Guam Code Annotated Section 29158.

COMMITMENT FOR TITLE INSURANCE
Issued by
STEWART TITLE GUARANTY COMPANY
NOTICE

IMPORTANT – READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I – Requirements; Schedule B, Part II – Exceptions; and the Commitment Conditions, Stewart Title Guaranty Company, a company (the "Company") commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I – Requirements have not been met within 90 days* after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; [and] Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

EXHIBIT N

COMMITMENT FOR TITLE INSURANCE
Issued by
STEWART TITLE GUARANTY COMPANY
NOTICE

IMPORTANT – READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I – Requirements; Schedule B, Part II – Exceptions; and the Commitment Conditions, Stewart Title Guaranty Company, a company (the "Company") commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I – Requirements have not been met within 90 days* after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; [and] Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Transaction Identification Data for reference only:

Title Guaranty of Guam, Inc.
320 Hernan Cortez Avenue, Suite 100
Hagatna, GU 96910
Escrow Number: 271.24
Property Address:

SCHEDULE A

1. Commitment Date: September 19, 2024 8:00AM
2. Policy or Policies to be issued: Proposed Policy Amount:
 - a. Owner's Policy: \$173,700.00
Proposed Insured: Robert P. Salas
 - b. Loan Policy:
Proposed Insured:
3. The estate or interest in the Land described or referred to in this Commitment is:
FEE SIMPLE
4. The Title is, at the Commitment Date, vested in:

CalvoSalas, Co., Inc., a Guam Corporation, 1/2 undivided interest, and Robert P. Salas, a married man, as sole and separate property, 1/2 undivided interest.
5. The Land is described as follows:
Lot 2144-1D-7, Tamuning

Title Guaranty of Guam, Inc.

By: 
Authorized Signatory

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SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Standard form of indemnity (GAP Indemnity) for defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Commitment Date but prior to the date of recording of the instruments under which the Proposed Insured acquires the estate or interest or mortgage covered by this commitment must be provided.
6. Notice of Lis Pendens
Civil Case# CV - 0204-24
Plaintiff: Robert P. Salas
Defendant: Calvo Salas Co., Inc.
Note: The object of the Complaint in the action is to partition real property, pursuant to 7 Guam Code Annotated Section 24401, et seq
Premises: Lot 2144-1D-7, Tamuning
dated April 15, 2024 and recorded April 15, 2024 under document number 997232.
7. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 24103 of Chapter 24, Title 11 Guam Code Annotated for the Territory of Guam.

Real Property Taxes for the years 2016 and 2022 are delinquent plus interest and penalty costs.

Assessee:	Robert P Salas	
Account Number:	1446207256	
Legal Description:	Lot 2144-1-D-7, Tamuning	
Year	Bill Number	Amount
2016	RP16029992	\$795.66 (L)
2022	RP22019921	\$795.66 (L)

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Real Property Taxes for the year 2023 were paid on December 28, 2023 in the amount of \$795.66 (L) - Pin Number 1446207256.

Assessee: Robert P Salas

Real Property Taxes for the years 1993 and 1994 are delinquent plus interest and penalty costs.

Assessee: Henry Rev Dykema

Account Number: 1440109238

Legal Description: Lot 2144, Tamuning

Year	Bill Number	Amount
1993	RP930000017475	\$31.49 (B)
1994	RP94017908	\$31.50 (B)

End of Schedule B, Part I

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File Number: 0906249909



SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANTS, CONDITIONS, RESTRICTIONS, OR LIMITATIONS CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Any rights, interests or claims, which are not shown by the public records, but which could be ascertained by an inspection of Land or which may be asserted by persons in possession thereof.
3. Any lien, or right to a lien, for services, labor, or materials hereto or hereafter furnished, imposed by law and not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters which a correct survey would disclose, and which are not shown by the public records. (a) Unpatented mining claims;(b) reservations or exceptions in patents or in Acts authorizing the issuance thereof;(c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown in the public records.
5. Taxes and assessments for the current year and all subsequent years that are a lien but not yet due and payable.
6. The liability of the Company by reason of any challenge, or claim against, or invalidity of the title herein insured, arising out of, relating to, or as a consequence of any alleged, attempted, or actual violation of any of the provisions of Section 1204 Title 21 of the Guam Code Annotated ("Alien Ownership") or any of the provisions of 48 USCA Sections 1501-1506 ("Alien Ownership of Land"), together with the duty of the Company to defend the insured by reason of such a challenge or claim, are specifically excepted from the coverage of the policy.

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7. Any rights, interests, or claims which may exist or arise by reason of the following facts shown on a survey plat entitled Retracement & Parcelling Map of Lot 2144-1D-7 & 1D-R7, dated June 4, 1971, prepared by Juan R. Mesa, RLS No. 20, recorded June 15, 1971 under document number 102857

- A. The fact that there is a 40' wide easement for ingress & egress on said land.

End of Schedule B, Part II

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File Number: 0906249909



Exhibit A

Lot 2144-1D-7, Municipality of Tamuning, Formerly of Dededo, Territory of Guam, Estate Number 58815, Suburban, as said lot is marked and designated on Drawing Number MSM-519TD71, as L.M. Check Number 541-FY71, as described in that Retracement & Parcelling Map of Lot 2144-1D-7 & 1D-R7, dated June 4, 1971 and recorded June 15, 1971, at the Records Division, Department of Land Management, Government of Guam, under Document Number 102857.

Area: 4,046.81 square meters

Last Certificate of Title Number:

70362 - Kobana, Inc., a Guam Corporation

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File Number: 0906249909



COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records
- (b) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I – Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I – Requirements; and
- (f) Schedule B, Part II – Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; [and] Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I – Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(i) through 5(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I – Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; [and] Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II – Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

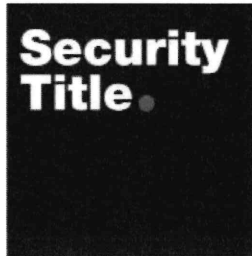
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; [and] Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

EXHIBIT O



OWNERSHIP & ENCUMBRANCE REPORT

File Number: 23-37811-GU

DATE: October 22, 2024

Requested By:

RE/MAX Pacific Alliance Realty

Attn:

Shawn R. Blas

Legal Description (s):

Lot Number 2144-1D-7, Tamuning, GU
96913

OWNERSHIP AND ENCUMBRANCE REPORT

I This Report is Not:

- 1 A guarantee or warranty of title.
- 2 A legal opinion as to the status of the title.
- 3 A title commitment to issue a title insurance policy.
- 4 A title insurance policy.

II **The Status or Validity of the Title to Subject Property may also be affected by the following matters:**

- 1 Rights or claims of parties in possession not shown by the public records
- 2 Easements, or claims of easements, not shown by the public records
- 3 Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of premises.
- 4 Taxes or special assessments which are not shown as existing liens by the public records.
- 5 Any lien, or right to a lien, for services, labor or material hereto or hereafter furnished, imposed by law and not shown by the public records.

Therefore, no one should rely on this report as a basis for the Consummation of any real estate transaction until it is converted into an actual Title Insurance Commitment, at which time additional requirements and exceptions will necessarily be added.

III **Liability of Security Title, Inc. under this report.**

- 1 **Security Title, Inc.** disclaims any and all liability or responsibility for defects in, or the marketability of the title to the Real Property which is the subject of this Ownership and Encumbrance Report.
- 2 The total liability of **Security Title, Inc.** shall not exceed **\$200.00** paid for the Ownership and Encumbrance Report.



File Number: **23-37811-GU**

Date: **October 21, 2024**

This report is subject to the terms, conditions and stipulations contained herein.

OWNERSHIP & ENCUMBRANCE REPORT

SECURITY TITLE, INC. has made a thorough search at the Department of Land Management, Government of Guam, as disclosed by the public indexes, records, and electronic data, relating to the hereinafter described real property, viz:

Lot Number 2144-1D-7, Tamuning

(See Exhibit A for full description)

The estate or interest in the land described or referred to in this report herein is:

FEE SIMPLE

The search of said records shows the last grantees as:

[Robert P. Salas, a married man, as his sole and separate property](#)

The search of said records also shows the subject property being affected or encumbered by the following recorded instruments:

Taxes, Mortgages & Liens:

1. Real Property Taxes for the year 2023 are paid in full:

Land Tax

Under the Name of: Salas, Robert P

Pin Number: 1446207256

Annual Assessment: \$795.66



2. Real Property Taxes (and subsequent penalties and interest) for the year or years

Land Tax

Under the Name of: Salas, Robert P

Pin Number: 1446207256

Year: Amount Owed - Invoice No.:

2022 - \$795.66 - RP22019921

2016 - \$795.66 - RP16029992

3. Notice of Lis Pendens, under Civil Case No. CV0204-24, styled, Robert P. Salas, Plaintiff, vs. Calvo Salas Co., Inc., Defendant, dated 15 April 2024 and recorded on 15 April 2024 under Instrument No. [997232](#) at Land Management.

Easements & Restrictions:

1. 40' wide easement for ingress and egress, as disclosed by that Retracement & Parcelling Map of Lot 2144-1D-7 & 1D-R7, as shown on Drawing Number MSM-519TD71, as L.M. Check Number 541 FY 71, dated 04 June 71 and recorded on 15 June 71 under Instrument No. [102857](#) at Land Management.

**** END ****

SECURITY TITLE, INC.

A handwritten signature in black ink that reads "K Anderson".

Kim Anderson Young



EXHIBIT A

Lot Number 2144-1D-7, Tamuning, Guam, Estate Number 58815, Suburban, as said Lot is described in that Retracement & Parcelling Map of Lot 2144-1D-7 & 1D-R7, as shown on Drawing Number MSM-519TD71, as L.M. Check Number 541 FY 71, dated 04 June 71 and recorded on 15 June 71 under Instrument No. [102857](#) at Land Management.

For informational purposes only, the above referenced map indicates the property contains an area of 4,046.81± square meters.

Last Certificate of Title Number: 70362 - Kobana, Inc., a Guam corporation

EXHIBIT P



Phase I Environmental Site Assessment Report
Lot 2144-D1-7
Tamuning , Guam



Prepared for:

Land Management Systems -Guam
202 Hilton Rd.
Tumon, Guam 96921
(671) 647 2617

Prepared by:

HSE Pacific
119 San Tatte Ln.
Piti, Guam 96915
(671) 685 8686

October 2024

**Phase I Environmental Site Assessment Report
Lot 2144-1D-7 Tamuning, Guam**

Prepared for

Land Management Systems - Guam
202 Hilton Rd.
Tumon, Guam 96921
(671) 647 2617

Prepared by

HSE Pacific
119 San Tatte Ln

Piti, GU 96915
(671) 685 8686



Chris Rhodes CIH, CSP, MSPH
Vice President

October 2024

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APPENDIX E: AERIAL IMAGES AND SURVEY MAPS

APPENDIX F: RESUMES OF THE ENVIRONMENTAL PROFESSIONAL(S)

LIST OF ACRONYMS

AIRS	Aerometric Information Retrieval System
AST	Aboveground storage tank
ASTM	ASTM International
BRS	Biennial Reporting System
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
CERCLIS	CERCLA Information System
CDL	Clandestine Drug Labs
CONSENT	Superfund (CERCLA) Consent Decrees
CORRACTS	RCRA Information System-Corrective Action Sites
DLM	Department of Land Management
DOD	Department of Defense
DOT OPS	Department of Transportation, Office of Pipeline Safety
EA	EA Engineering, Science, and Technology, Inc., PBC
EDR	Environmental Data Resources, Inc.
EPA	Environmental Protection Agency
ERNS	Emergency Response Notification
ESA	Environmental Site Assessment
FEMA	Federal Emergency Management Agency
FIFRA	Federal Insecticide, Fungicide, and Rodenticide Act/TSCA
FINDS	Facility Index System
ft	feet
FTTS	FIFRA/TSCA Tracking System
FOIA	Freedom of Information Act
FUDS	Formerly Used Defense Sites
GHS	Guam Homeland Security
GMH	Guam Memorial Hospital
GPD	Guam Police Department
GWA	Guam Water Works Authority

ICIS	Integrated Compliance Information System
LUCIS	Land Use Control Information System
LUST	Leaking underground storage tank
MARC	Micronesian Area Research Center
MLTS	Material Licensing Tracking System
MINES	Mines Master Index File
NFRAP	No Further Remedial Action Planned (Delisted CERCLA Site)
NPDES	National Pollutant Discharge Emissions System
NPL	National Priorities List
NSD	Naval Supply Depot
OCPCASES	Oil Control Program Cases
ODI	Open Dump Inventory
OEW	Ordnance and explosives waste
PADS	Polychlorinated Biphenyl Activity Database
PAH	Polycyclic aromatic hydrocarbons
PCB	Polychlorinated biphenyl
RADINFO	Radiation Information
RCRA	Resource Conservation and Recovery Act
REC	Recognized Environmental Condition
ROD	Record of Decision
SHWS	State Hazardous Waste Sites
SSTS	Section Seven Tracking System
SWF/LF	Solid Waste Facilities/Landfills
SWRCY	State Recycling Directory
TPH	Total petroleum hydrocarbons
TRIS	Toxic Release Inventory System
TSCA	Toxic Substances Control Act
TSD	Treatment, Storage and/or Disposal
USACE	United States Army Corps of Engineers
USEPA	United States Environmental Protection Agency
USGS	U.S. Geological Survey
UST	Underground storage tank
VCP	Voluntary Cleanup Program

1 EXECUTIVE SUMMARY

HSE Pacific has performed a Phase I Environmental Site Assessment (ESA) of Lot # 2144-1D-7 property (the “subject site”). The “subject site” is located at Lot # 2144-1D-7 in the Village of Tamuing, Guam. There is no identified physical address for the property. The entrance to the subject site faces West onto Ifit Street. The subject site is bounded by undeveloped land on the South and residential properties on the North, East, and West. . The surrounding area is a mix of residential and commercial properties. The South side of the property abuts to a trailer lay-down yard used by CEVA Logistics. The other abutted sides of the suspect property are short term housing and condominium rentals.

Pacific Waste is located approximately 150 yards down gradient at the corner of Ifit and Latisa Streets. All drainage at Pacific Waste leads away from the property.

The last certificate of title holder of the suspect property is recorded June15, 1971 by Kobana Inc, a Guam Corporation. There is no evidence the property was ever developed for further use. The subject site was sub-parceled from Estate No. 58815, Suburban, Dededo Guam (ref drawing No. MSM 519TD71, Department of Land Management document No. 102857). in June 1971.

HSE conducted a Phase I ESA of the subject site between October10, 2024 thru October 24, 2024. There are no recognized environmental conditions (RECs) identified at the site.

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2 INTRODUCTION

2.1 LOCATION AND LEGAL DESCRIPTION

The subject site is an undeveloped lot located at the end of Ifit Street Tamuning, Guam. The subject site is Lot No. 2144-1D-7 (Appendix E). The subject site is a rectangle shaped 4,046 .61 square meter parcel. The parcel is currently undeveloped. There are no signs of previous housing or industrial use on the property.

2.2 PURPOSE

The purpose of the Phase I ESA is to identify, to the extent feasible pursuant to the process prescribed in ASTM International (ASTM) E1527-13, recognized environmental conditions (RECs) in connection with the property. An REC means the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to any release to the environment, (2) under conditions indicative of a release to the environment, or (3) under conditions that pose a material threat of a future release to the environment. The ASTM E1527-13 practice constitutes all appropriate inquiries (AAIs) for the purpose of Landowner Liability Protections, under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). This report reflects the observations, information, and data collected by HSE Pacific during the period of July 2021 through August 2021. Supporting documentation is provided in the appendixes as follows:

- Appendix A - Photograph Log
- Appendix B – Title Search
- Appendix C – Federal Database Search
- Appendix D – Inquiries and Responses
- Appendix E – Aerial Images
- Appendix F - Qualifications of Environmental Professionals.

2.3 DETAILED SCOPE OF SERVICES

HSE Pacific prepared this Phase I ESA in accordance with an agreement with Land Management Systems (LMS) Guam, dated 10 October 2024.

This Phase I ESA was performed in accordance with ASTM E1527-13 (Standard Practice for ESAs: Phase I ESA Process) and consists of a review of current and historic activities and conditions at the subject site and surrounding properties, including a non-intrusive visual inspection of the subject site; review of local, state, and federal regulatory database records; review of available historic records; and a survey of adjacent land uses. The site reconnaissance

does not address non-ASTM considerations such as asbestos, lead-based paint, drinking water quality, or radon, nor does it include sampling or chemical analysis of soils, surface water, or groundwater or an intensive examination of facility hazards (compliance audit).

2.4 SIGNIFICANT ASSUMPTIONS

In expressing the opinions stated in this report, HSE Pacific has exercised the degree of skill and care ordinarily exercised by a reasonable prudent Environmental Professional in the same community and in the same time frame given the same or similar facts and circumstances. Documentation and data provided by the user, designated representatives thereof, or other interested third parties, or from the public domain, and referred to in the preparation of this assessment, were used and referenced. Consequently, HSE Pacific assumes no responsibility or liability for the accuracy of such documentation or data.

The independent conclusions in this report represent HSE Pacific professional judgment based on information and data available to HSE Pacific during the course of this assignment. Factual information regarding operations, conditions, and test data provided by the User or their representative are assumed to be correct and complete. The conclusions presented are based on the data provided, observations, and conditions that existed on the date of the onsite visit.

2.5 LIMITATIONS AND EXCEPTIONS

HSE Pacific does not warrant that there are no toxic or hazardous materials or contamination, nor does HSE Pacific accept any liability if such are found at some future time or could have been found if sampling or additional studies were conducted. HSE Pacific does not assume responsibility for other environmental issues that may be associated with this subject site.

In view of the rapidly changing status of environmental laws, regulations, and guidelines, HSE Pacific cannot be responsible for changes in laws, regulations, or guidelines that occur after the study has been completed and that may affect the subject site.

This report was prepared for LMS Guam by HSE Pacific and is based in part on third party information not within the control of the LMS Guam or HSE Pacific. While it is believed that the third-party information contained herein will be reliable under the conditions and subject to the limitations set forth herein, neither the LMS Guam nor HSE Pacific guarantee the accuracy thereof.

2.6 SPECIAL TERMS AND CONDITIONS

No special terms or conditions were stated for this Phase I ESA.

2.7 USER RELIANCE

This report is exclusively for the use and benefit of LMS Guam as shown on the cover page of this report. This report is not for the use or benefit of, nor may it be relied upon by, any other person or entity without the advance written consent of HSE Pacific.

3 USER PROVIDED INFORMATION

A Freedom of Information Act (FOIA) request was submitted to Guam EPA for the purpose of requesting specific information regarding the subject site. Mr. Nic Rupley and Mrs. Melvany Hacita of Guam EPA was contacted by HSE Pacific via email and phone.

Mrs. Grace Vergara of Guam Department of Land Management (DLM) was also contacted by HSE Pacific via phones for any historical information on the subject site.

Mr. Robert Salas was provided copies of the User Questionnaire. Records of communication are contained in Appendix D. To date there has been no response from Guam EPA. DLM provided Re-Zoning and Conditional Use information via email to HSE Pacific.

Mr. Salas provided a completed User Questionnaire. Records of communication are presented in Appendix E.

3.1 REASON FOR PERFORMING PHASE I ESA

HSE Pacific is performing this Phase I ESA at the request of the potential buyer (LMS Guam) as a practice of Due Diligence on their part to ensure any RECs identified are properly considered prior to a transaction for the property.

3.2 ENVIRONMENTAL LIENS OR ACTIVITY AND USE LIMITATIONS

None were indicated on the User Questionnaire or by contacted agencies.

3.3 SPECIALIZED KNOWLEDGE

None indicated on the User Questionnaire, contacted agencies, or other interviews.

3.4 COMMONLY KNOWN OR REASONABLY ASCERTAINABLE INFORMATION

The current owner Mr. Rober Salas was provided questionnaires pursuant to ASTM E1527-13 regarding the history of the Subject Site.

3.5 VALUATION REDUCTION FOR ENVIRONMENTAL ISSUES

None indicated on the User Questionnaire or contacted agencies.

3.6 OWNER, PROPERTY MANAGER, AND OCCUPANT INFORMATION

According to the title search performed by Title Guaranty of Guam, Inc., Mr. Robert Salas is currently the property owner and prospective seller of the subject site.

3.7 OTHER

No additional information was provided by the User.

4 RECORDS REVIEW

4.1 PHYSICAL SETTING SOURCES

4.1.1 Topography

The elevation of the subject site is on an average elevation 200 - 400 feet (ft) above mean sea level and slopes East (Appendix E). There are no surface water features on or near the subject site. The areas surrounding the north and east side of the subject site are Tiered individual tracts of land.

4.1.2 Geology

Review of the Generalized Geology of Guam Map (WERI, IREI), indicates that the subject site is underlain by the (Appendix E). The Mariana Limestone is of Pliocene to Pleistocene age. The Mariana Limestone is composed of reef and lagoonal limestone containing a wide range of lithologies (Water & Environmental Research Institute of the Western Pacific 2008).

4.1.3 Soils

The site is underlain by soils of the Guam Guam-Urban land Pulantat characterized by 0 to 7 percent slopes. Guam-Urban land Pulantat is well drained soil on limestone plateaus (U.S. Department of Agriculture 1998).

4.1.4 Wetlands

Review of information from the WERI and IREI 2011 Map of Northern Guam, no wetland areas are located on the subject site. A copy of the map is included in Appendix D.

4.2 STANDARD ENVIRONMENTAL RECORD SOURCES AND ADDITIONAL DATABASES

Records contained in Federal and Local Government databases were reviewed for relevant environmental information. A minimum search distance (MSD), consistent with the ASTM 1527-13 standard was used to screen the databases for relevant results. Federal database query output is included in Appendix C.

4.2.1 Federal Records and Databases

A Federal Database review was conducted exclusively over the internet within the available federal environmental database websites. Database inquiries were made using Barrigada, Guam or the zip code as screening criteria. Output was reviewed for location information to determine if the corresponding sites were located inside the applicable MSD (Appendix C). Table 1 details information obtained during the database reviews.

Table 1

Standard Federal Environmental Record Sources

Records Source and MSD	Sites within MSD	
	YES	NO
Federal NPL List (1.0 mi)		X
Federal CERCLIS (0.5 mi)		X
Federal RCRA Corraacts List (1.0 mi)		X
Federal RCRA non-CORRACTS TSD Facilities List (0.5 mi)		X
Federal NFRAP List		X
Federal CERCLA List (1.0 mi)		X
Federal RCRA Small and Large Quantity Generators List		X
USEPA Release Inventory (property and adjoining properties)		X
Brownfields (property and adjoining property)		X
EPA-Regulated Facilities in Envirofacts (property and adjoining properties)		X
Federal NRC List		X

Environmental Records Sources

4.2.2 State/Tribal Records and Databases

HSE Pacific contacted Guam EPA to request information from the following state/tribal environmental databases as part of this investigation:

- CERCLA Sites
- Formerly Used Defense Sites (FUDS)
- Hazardous waste or petroleum product contaminated sites identified for investigation or remediation
- Brownfield or voluntary cleanup sites
- Landfill or hardfill permitted sites
- Installation Restoration Program (IRP) contamination
- If site is part of an installation currently on the National Priority List (NPL)
- Any disposal facilities, dump sites, or facilities involving hazardous waste, including hazardous waste generators or treatment, storage and disposal facilities
- List of federally or locally listed sites of environmental concern (and their respective physical addresses)
- Notices of violation, discharge permits or spills of hazardous material or petroleum products
- Registered USTs
- Permit issues for the site such as UIC, NPDES, Air Permit, or USTs
- Any other issue which may be an environmental concern for this site

Documentation of the FOIA request and response are presented in Appendix D.

4.3 ADDITIONAL ENVIRONMENTAL RECORD SOURCES

4.3.1 Guam Fire Department and Homeland Security Records

The Guam Fire Department (GFD) is responsible for responding to fires and a variety of other emergencies throughout the island. Homeland Security aids in response with GFD and GEPA to major emergencies and/or natural disasters. Any records corresponding to releases, spills, or other emergency response events are not maintained on a formal database. GFD routinely refers inquiring parties to the Guam EPA for spill response and cleanup records and reports.

4.4 HISTORICAL USE INFORMATION ON THE PROPERTY AND ADJOINING PROPERTIES

4.4.1 Topographic Maps

A topographic map dated from 2021 was obtained from United States Geological Survey (USGS). Copies of the reviewed topographic maps are presented in Appendix E.

4.4.2 Aerial Photographs

An aerial photograph from 2006 and 2010 were reviewed as part of this investigation. No structures or development are observed on the property. All photos prior to 2006 were not observable due to cloud cover.

4.4.3 Fire Insurance Maps

There are no Sanborn fire insurance maps for Guam and for the subject site or adjacent properties.

4.4.4 Local Street Directories

No local street directories were available at DPW and DLM for the subject site or adjacent properties.

4.4.5 Recorded Land Title Records

An Abstract of Title covering Lot 2144-1D-& was obtained from Guarantee Title Guaranty of Guam, Inc. for review as part of this investigation summarizing ownership and real property history. A copy of the Abstract of Title is included in Appendix B.

4.4.6 Prior Environmental Reports

There are no prior environmental reports provided by Guam EPA.

4.4.7 Other Historical Sources

No other historical sources were identified or provided to HSE Pacific as part of this Phase I ESA.

5 SITE RECONNAISSANCE

5.1 METHODOLOGY AND LIMITING CONDITIONS

A site walk was conducted on the subject site by HSE Pacific, Mr. Chris Rhodes, HSE Pacific on September 26, 2024. At the time of the site visit, the temperature was approximately 89 degrees Fahrenheit with partly sunny skies and no precipitation. There were no other participants for the site walk. The site walk of the subject site was performed starting at the main gate by the office/housing structure. The site walk continued around the perimeter fence and towards the middle interior of the property. A photolog of the site reconnaissance is included in Appendix A.

5.2 SITE AND VICINITY GENERAL CHARACTERISTICS

The subject site is located in a commercial/residential area of Tamuning, Guam. The front of the property faces West towards Ifit St.. The property is fully fenced at the boundary lines. The property slopes from east to west with heavy vegetation. There is a residential property to the East, North, and West. The Southern boundary is a clear and maintained laydown yard used for Semi-Trailers.

5.3 CURRENT USE OF THE PROPERTY

The subject site is currently occupied by GPME and used as an office, employee housing, and an equipment storage yard.

5.4 DESCRIPTION OF ONSITE STRUCTURES, ROADS, AND IMPROVEMNETS

A photograph log is presented in Appendix B.

5.5 EXTERIOR OBSERVATIONS

HSE Pacific noted several general observations of the subject site. Household non-hazardous wastes (“trash”) was observed throughout the site. There is no staining or signs of industrial or hazardous waste products on the property.

Items found during the exterior observation is found in the photolog (Appendix A).

5.7 CURRENT USE OF ADJOINING PROPERTIES

To the North, East, and West are residential lots. To the South is a maintained lay-down yard used for trailer storage.

6 INTERVIEWS

Records of communication are included in Appendix D.

6.1 PRESENT AND PAST OWNER INTERVIEWS

The subject site is currently owned by Mr. Robert Salas. Specific questions regarding the Subject Site were referred to Mr. Bob Salas, the owner and the property's current user. Mr. Salas filled out the questionnaire provided to him and is attached in Appendix D.

6.2 PRESENT AND PAST SITE MANAGER INTERVIEW(S)

No site interviews other than mentioned above.

6.3 PRESENT AND PAST OCCUPANT INTERVIEW(S)

The subject site is currently occupied by GPME, please refer to Section 6.1 above.

6.4 LOCAL GOVERNMENT OFFICIAL INTERVIEW(S)

Mrs. Mevany Hacita with GEPA was contacted in regards to past environmental issues regarding the surrounding industrial entities in the surrounding area. There has been no response from GEPA at the time of the completion of this assessment.

6.5 INTERVIEWS WITH OTHERS

Numerous attempts were made to interview the immediate surrounding neighbors. None other than the Facility Manager of the two story apartment complex at the corner of Ifit St. was familiar with the property for any length of time. Those interviewed were temporary rental tenants with less than one year in the area. Mr. John Augon has been familiar with the Subject Site for over 20 years as the Facility Manager of the apartment complex at the corner of Ifit St. He states that he only re-calls Guam Fire Department being called to the site due to burning. He has no recollection of hazardous materials storage or emergency response for spill events.

7 EVALUATION

7.1 FINDINGS

7.1.1 *De Minimis* Findings

De minimis conditions generally do not present a material risk of harm to the public or environment, and generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies. Conditions assessed to be *de minimis* would include minor spills of petroleum products as a result of equipment usage or storage, temporary staging of non-hazardous waste or materials, etc.

The additional findings noted below are not considered RECs but would rather be considered a *de minimus* condition where no additional investigation or action is currently warranted; however, preventive measures may be prudent as discussed below and are provided only for the purpose of awareness.

- Only house hold rubbish/ non-hazardous waste was observed on the Subject Property.

7.1.2 Historical Recognized Environmental Conditions

A HREC refers to a past release that has been remediated to below “residential” standards and given regulatory closure with no use restrictions. HREC is defined by ASTM in the E1527-13 standard as “a past release of any hazardous substances or petroleum products that has occurred in connection with the property and has been addressed to the satisfaction of the applicable regulatory authority or meeting unrestricted use criteria established by a regulatory authority, without subjecting the property to any required controls (for example, property use restrictions, activity and use limitations, institutional controls, or engineering controls).” No HRECs were identified.

7.1.3 Controlled Recognized Environmental Conditions

Controlled Recognized Environmental Condition (CREC) is a new term introduced in the ASTM E1527-13 standard. The Controlled REC concept was introduced to address contaminated sites that have received risk-based regulatory closure, where no further remediation is required but residual contamination still exists at a site and the property is subject to some sort of control or use restriction. These sites, where contamination is controlled but could still pose ongoing or future obligations on the owner (such as special precautions during construction or grading activities), have been a source of some confusion to the environmental due diligence industry with regards to how they should be classified.

The ASTM definition of CREC in the E1527-13 standard is as follows: “a recognized environmental condition resulting from a past release of hazardous substances or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority (for example, as evidenced by the issuance of a no further action letter or equivalent, or meeting risk-based criteria established by regulatory authority), with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls (for example, property use restrictions, activity and use limitations, institutional controls, or engineering controls).” No CRECs were identified.

7.1.4 Recognized Environmental Conditions

There were no REC’s identified on the Subject Site.

7.2 OPINION

Based on the results of this Phase I ESA, including the results of the site reconnaissance, interviews, and records review, HSE Pacific is of the opinion that the identified de minimis conditions is not anticipated to have impacted the environmental integrity of the Subject Site as no hazardous materials/petroleum products of regulated/hazardous waste were identified in conjunction with the observed items

7.3 CONCLUSIONS

HSE Pacific has performed this Phase I ESA in conformance with the scope and limitations of ASTM E1527-13 of the Lot 5224-1-4 as shown in Appendix E, the Subject Site. This ESA has revealed no evidence of RECs in connection with the property.

7.4 DATA GAPS

A data gap is defined by ASTM E1527-13 as a lack of or inability to obtain information required by this practice despite good faith efforts by the Environmental Professional to gather such information. Data gaps may result from the incompleteness in any of the activities required by this practice including, but not limited to, the site reconnaissance, interviews, and historical research. Failure to achieve the historical research objectives identified in the standard is termed a *data failure* and is a type of *data gap*.

Data Gap	Reason for Occurrence	Significance and Rationale
----------	-----------------------	----------------------------

Data Gap – No EDR Report.	Third party database records do not exist for Guam.	Low Significance - Without repose from FOIA request, an EDR Report can provide sufficient information regarding the subject site and adjacent lands.
Data Gap – No GEPA Response	Lack of response from GEPA to submitted FOIA.	Low Significance – Based on surrounding area, geography and near-by properties commercial properties (warehousing) it is not foreseeable that any significant environmental events occurred that could affect the Subject Site.
Data Gap – No Historical Photos prior to 2006	Based on location and residential use of land it is likely none exist.	Low Significance – All inquiries lead to believe that the properties primary use was residential and recently changed to light industrial, which is it's current condition.

7.5 SIGNATURE(S) OF THE ENVIRONMENTAL PROFESSIONAL(S)

“I declare that, to the best of my professional knowledge and belief, I meet the definition of an Environmental Professional as defined in Section 312.10 of 40 CFR 312.” “I have the specific qualifications based on education, training, and expertise to assess a property of the nature, history, and setting of the subject site. I, have developed and performed the All-Appropriate Inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.”

Chris Rhodes CIH, CSP, MSPH

8 NON-SCOPE CONSIDERATIONS

8.1 RECOMMENDATIONS

The following recommendation, though not required under the ASTM E1527-13 standard, is provided as a courtesy to Guam EPA:

Based on the findings of this Phase I ESA, HSE Pacific is presenting the following recommendation:

- It is the professional opinion of HSE Pacific that the observed waste bags and debris be appropriately disposed of.

8.2 ADDITIONAL SERVICES

No additional services were performed as part of this assessment.

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9 DEVIATIONS

As stated in Section 4.2, a regulatory database report as typically provided by a third-party vendor such as EDR is not available for Guam; therefore, regulatory information pertaining to the subject site and the surrounding area was obtained via contacting federal, state, and local agencies through FOIA requests and interviews.

10 REFERENCES

The following sources of information were consulted as a part of this ESA. Documentation supporting these sources and additional site research is contained in the appendices.

Personal communication between John Augon and Chris Rhodes.

HSE Pacific 2021. Site reconnaissance by Chris Rhodes of HSE Pacific. September 26 October 19, 2024 (see Appendix A).

Google Earth, 2006, 2010. Guam Aerial Image. Accessed October 2024. (See Appendix E)

Government of Guam. 1993. Parceling Survey Map of Lot 2144-D1-7.

Title Guaranty of Guam, Inc. 2021. *Abstract of Title, Lot Number 2144-D1-7, Tamuning, Guam*. March 21

Water & Environmental Research Institute of the Western Pacific / Island Research & Education Initiative Simple Soil Survey of Northern Guam, 1985.

Water & Environmental Research Institute of the Western Pacific / Island Research & Education Initiative, *Wetlands Map*, 2011

U.S. Geological Society (USGS). 2021 Island of Guam Topographic Map.

Appendix A

Photograph Log



Front of existing structure looking East from Ifit St. .

Unoccupied property to the East boundary.

Residential property next to the East boundary unoccupied vegetative area.



Undeveloped laydown yard property along the South boundary.



Undeveloped laydown yard along the South boundary.

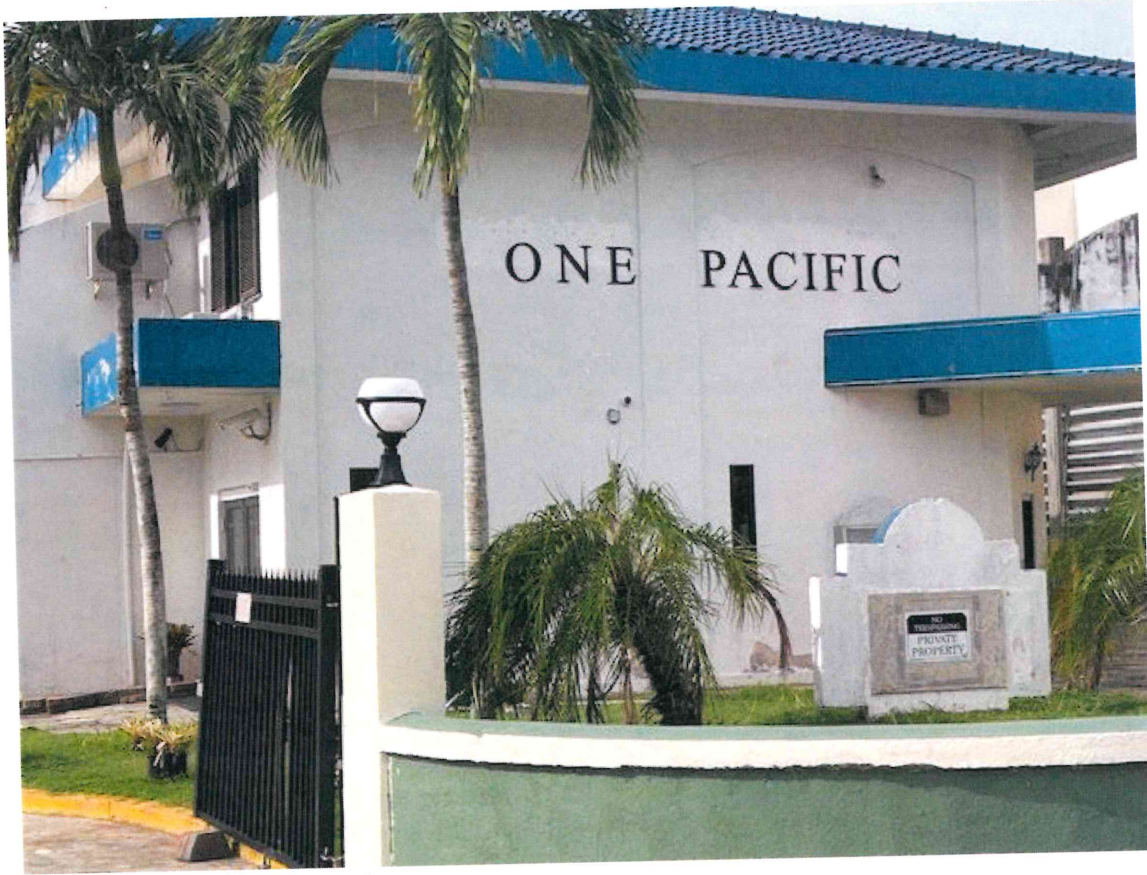
Apar



Apartment Complex at Ifit St.



Housing on North Boundary



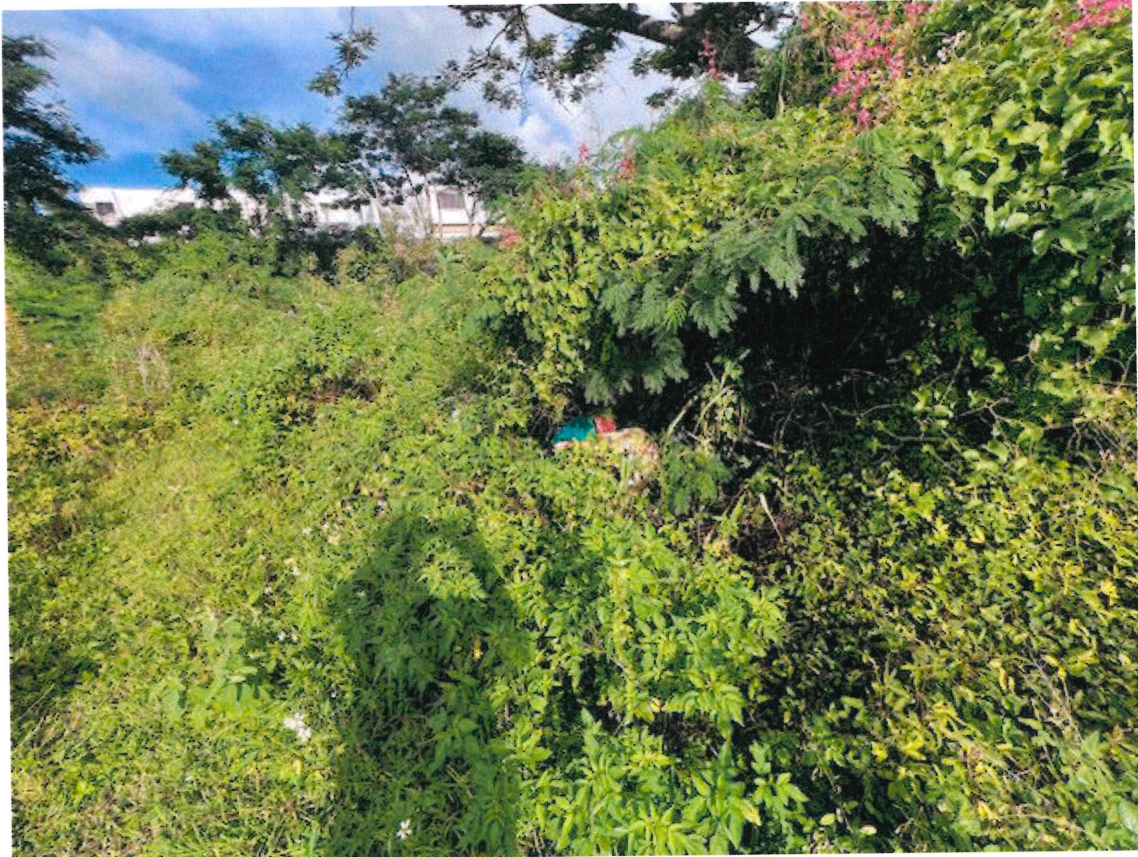
Condo complex on East Boundary



Various waste and debris



Various waste and debris



Various waste and debris. Heavy vegetation



Various waste and debris.



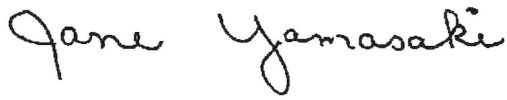
Heavy vegetation looking North.

APPENDIX B

Title Search

**GOVERNMENT OF GUAM
DEPARTMENT OF LAND MANAGEMENT**

861106

OFFICE OF THE RECORDER			
RECORDING DATE: January 28 2014		INSTRUMENT NUMBER: 861106	NO. PAGE: 6
A.M.	P.M.	FILING FEES	RECEIPT NO:
	4:20	275	34595
Appointed Deputy Recorders for Ex-Officio Recorder		Signature of Recorder	
Maria L. Ngata Andrew D. Santos Jane T. Yamasaki Lisa O. Manggur	Victoria C. Torres Amy T. Bautista Joel Antenoracruz		
MARK (X) TYPE OF INSTRUMENT RECORDED			
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	MORTGAGE		RELEASE
	ASSIGNMENT		AMENDMENT
	ADDENDUM		ASSUMPTION
	DECREE		MAP
	ORDERS		JUDGEMENT
	POWER OF ATTORNEY		REVOCATION
	AGREEMENT		TERMINATION
MARK (X) TYPE OF INSTRUMENT RECORDED			
	LEASE		CLAIMS
	CONTRACT		CANCELLATION
	CERTIFICATE		NOTICE
	DECLARATION		BILL OF SALE
	EASEMENT		WITHDRAWAL
	OTHERS:		
ABSTRACT OF TITLE SUMMARY			
ABSTRACT BY:	DATE	NEW CERTIFICATE OF TITLE NO.	CANCELLED CERTIFICATE OF TITLE NO.
COMMENTS			
DATA ENTRY INFORMATION SECTION			
PROPERTY LISTING NO.			
MUNICIPALITY:			
LOT NUMBER		UNIT OF MEASUREMENT	
BLOCK NUMBER		SQUARE METERS	
TRACT NUMBER		SQUARE FEET	
ESTATE NO.			
L.M. NO.			
SEPIA NO.			
DATA ENTRY BY:			
SCANNED BY:			

861106

Island of Guam, Government of Guam
Department of Land Management Officer of the Recorder

File for Record is Instrument No. 861106

TG-E

On the Year 14 Month 01 Day 28 Time 4:20

Recording Fee 275 Receipt No. 34595

Deputy Recorder Jam Yamasaki

WARRANTY DEED

TO ALL WHOM THESE PRESENTS MAY COME, GREETINGS:

THAT ON THIS 23rd ^{JANUARY, 2014} day of ~~October, 2011~~, **REIKO SATO WATANABE**, whose address is P.O. Box 7178, TAMUNING GUAM 96931, and **MASAHARU MURAKAMI**, whose address is P.O. Box 9577, TAMUNING GUAM 96931-5577, and **KEIKO N. WAGNER**, whose address is 1437 Akanabe place, Kailua, Hawaii 96934, hereinafter referred to as "GRANTORS", for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration to them paid by **ROBERT P. SALAS**, whose address is 194 OLD SAN VICENTE ROAD, TUMON, GUAM 96913

hereinafter referred to as "GRANTEE", the receipt, adequacy and sufficiency whereof is hereby acknowledged, do hereby GRANT, BARGAIN, SELL and CONVEY unto the GRANTEES, the following described property:

½ Undivided Interest in: LOT NUMBER 2144-1D-7, (Subdivision of Lot 2144-1D), MUNICIPALITY OF TAMUNING, (Formerly Dededo), TERRITORY OF GUAM, ESTATE NUMBER 58815, SUBURBAN, as said Lot is marked and designated on DRAWING NUMBER MSM-519TD71, as L.M. Check Number 541 - FY 71, as described in that Retracement and Parcelling Map, dated JUNE 04, 1971 and recorded JUNE 15, 1971 at the Records Division, Department of Land Management, Government of Guam, under Document Number 102857.

Registered Land, with the LAST REGISTERED OWNER being **KOBANA, INC.**, a Guam Corporation, the OWNER OF RECORD being **CALVO SALAS CO., INC.**, a Guam Corporation, an undivided ½ interest; **REIKO SATO WATANABE**, an undivided 1/3 of ½ interest; **MASAHARU MURAKAMI**, a Married Man, an undivided 1/3 of ½ interest; and **KEIKO N. WAGNER**, a Married Woman, an undivided 1/3 of ½ interest and the LAST CERTIFICATE OF TITLE REGISTRATION NUMBER being 70362.

AREA: 4,046.81 +/- SQUARE METERS

TOGETHER with reversions, remainders, rents, issues and profits thereof and all of the estate, right, title and interest of the GRANTOR, both at law and in equity, therein and thereto.

TO HAVE AND TO HOLD the same, together with all buildings, improvements, rights, easements, privileges and appurtenances thereon and thereto belonging or appertaining or held and enjoyed therewith, unto GRANTEE, in fee simple, GRANTEE'S successors and assigns forever.

AND GRANTOR, for GRANTOR and GRANTORS' heirs, executors and administrators do hereby WARRANT and COVENANT with the GRANTEE, and GRANTEE'S successors and assigns, that they are lawfully seized of the above described property in fee simple; that the same is free and clear of all encumbrances excepting current real property taxes not yet due and payable.

THAT the GRANTEE shall have the right of quiet enjoyment of said property, and that Grantor will and Grantor's heirs, executors and administrator warrant and defend the same to the GRANTEES, their successors and assigns against the lawful claims and demands of all persons.

AND GRANTEE, for GRANTEE and GRANTEE'S successors and assigns does hereby acknowledge and confirm that water and power are immediately available on the property or within 100 feet of the property described above.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

GRANTORS:

Reiko Watanabe
 REIKO SATO WATANABE

Masaharu Murakami
 MASAHARU MURAKAMI

Keiko N. Wagner
 KEIKO N. WAGNER

GRANTEE:

Robert P. Salas
 ROBERT P. SALAS

861106

GUAM, U.S.A.)
Tamuning) ss
CITY OF HAGATNA)

ON THIS 1st day of ~~October~~ ^{November}, 2011, before me, a Notary Public in and for GUAM, U.S.A., personally appeared **REIKO SATO WATANABE**, and he/she acknowledged to me that he/she executed the foregoing WARRANTY DEED, as his/her free and voluntary act and deed for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



NOTARY PUBLIC
My commission expires: 10-02-2014

DAVIDINA C. WAKI
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: Oct. 02, 2014
645 Rt. 1 S. Marine Corps Dr., Tamuning, GU 96913

GUAM, U.S.A.)
Tamuning) ss
CITY OF HAGATNA)

ON THIS 1st day of ~~October~~ ^{November}, 2011, before me, a Notary Public in and for GUAM, U.S.A., personally appeared **MASAHARU MURAKAMI**, and he/she acknowledged to me that he/she executed the foregoing WARRANTY DEED, as his/her free and voluntary act and deed for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



NOTARY PUBLIC
My commission expires: 10-02-2014

DAVIDINA C. WAKI
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: Oct. 02, 2014
645 Rt. 1 S. Marine Corps Dr., Tamuning, GU 96913

861106

State of Hawaii)
City & County of Honolulu)

ON THIS 14th day of **October, 2011**, before me, a Notary Public in and for
The state of Hawaii, personally
appeared **KEIKO N. WAGNER**, and he/she acknowledged to me that he/she executed the
foregoing **WARRANTY DEED**, as his/her free and voluntary act and deed for the purposes therein
set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day
and year first above written.



J. Akeo

NOTARY PUBLIC
My commission expires: **APR 04 2014**
Esc#261.11

LS-

NOTARY PUBLIC CERTIFICATION
J. Akeo First Judicial Circuit
Doc. Description: Warranty Deed

No. of Pages: 4 Date of Doc. OCT 14 2011

J. Akeo
Notary Signature Date

LS

861106

Territory of Guam, U.S.A.))

On this 3rd day of January, 2014, before me, a Notary Public in and for Guam, U.S.A., personally appeared ROBERT P. SALAS, and he acknowledged to me that he executed the foregoing WARRANTY DEED, as he voluntarily act and deed for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first written above




NOTARY PUBLIC


MARIA CINDERELLA N. HERNANDEZ
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: Aug. 12, 2016
P.O. Box 10334 Tamuning, GU 96931



GOVERNMENT OF GUAM
DEPARTMENT OF LAND MANAGEMENT

1002740

OFFICE OF THE RECORDER				
RECORDING DATE: OCTOBER 9, 2024			1002740	NO. PAGE: 4
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A.M.	P.M.	459.25	R0117	
8-42				
Appointed Deputy Recorders for Ex-Officio Recorder			Signature of Recorder	
May M. Castro		Lisa M.P. Cruz		
Matthew A. Leon Guerrero		Yvonne D. Mendiola		
Lillian I. Nauta		Kerilyn D.P. Tuncap		
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DATA ENTRY BY:				
SCANNED BY:				

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Recording Fee	<u>459.25</u> Receipt No. <u>R0117</u>
Deputy Recorder	

(Space above this line is for Recorder's use only.)

GRANT DEED

CALVO SALAS CO., INC. ("Grantor") a Guam corporation, whose address is 138 Martyr Street, Hagåtña, Guam 96910, and its successors and assigns, for Ten Dollars (\$10.00) plus other, good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto **ROBERT P. SALAS** ("Grantee"), a married man, whose address is 202 Hilton Road, B01, Tamuning, Guam 96913, in fee simple, that certain parcel of real property (the "Premises") situated in the municipality of Tamuning, Guam, and more particularly described as follows:

Lot 2144-1D-7, Municipality of Tamuning, Formerly of Dededo, Territory of Guam, Estate Number 58815, Suburban, as said lot is marked and designated on Drawing Number MSM-519TD71, as L.M. Check Number 541-FY71, as described in that Retracement & Parcelling Map of Lot 2144-1D-7 & 1D-R7, dated June 4, 1971 and recorded June 15, 1971, at the Records Division, Department of Land Management, Government of Guam, under Document Number 102857.

Area: 4,046.81 ± square meters

Last Certificate of Title Number:
70362 - Kobana, Inc., a Guam Corporation

Together with all appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and also all

GRANT DEED

of the estate, right, title, interest, possession, claims and demands whatsoever, both at law and in equity, of said Grantor in and to the above-described Premises, and every part and parcel thereof with the appurtenances thereto appertaining.

TO HAVE AND TO HOLD, all and singular, the above-mentioned and described Premises, together with the appurtenances, unto the above-named Grantee, his successors and assigns forever subject to all liens, claims and encumbrances of record.

Grantee acknowledges that water and power (electricity) are immediately available on the Premises or within 100 feet of the property.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this GRANT DEED to be executed as of the dates indicated near their respective signatures.

GRANTOR:

GRANTEE:

CALVO SALAS CO., INC.

By: _____
Robert P. Salas
Its Duly Authorized Representative

ROBERT P. SALAS

Dated: 9-5-24

Dated: 9-5-24

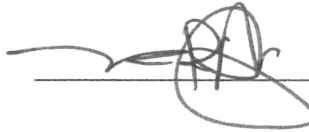
[NOTARY SIGNATURES TO FOLLOW ON NEXT PAGE]

GRANT DEED

GUAM, U.S.A.)
) ss:
VILLAGE OF Tamuning)

On this 5th day of September, 2024, before me, the undersigned notary, personally appeared Robert P. Salas, the duly authorized representative of CALVO SALAS CO., INC., the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

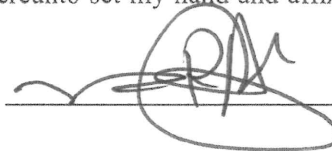


VANESSA R. AGUON
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: **FEB. 13, 2025**
275G Farenholt Ave PMB 304 Tamuning, GU 96913

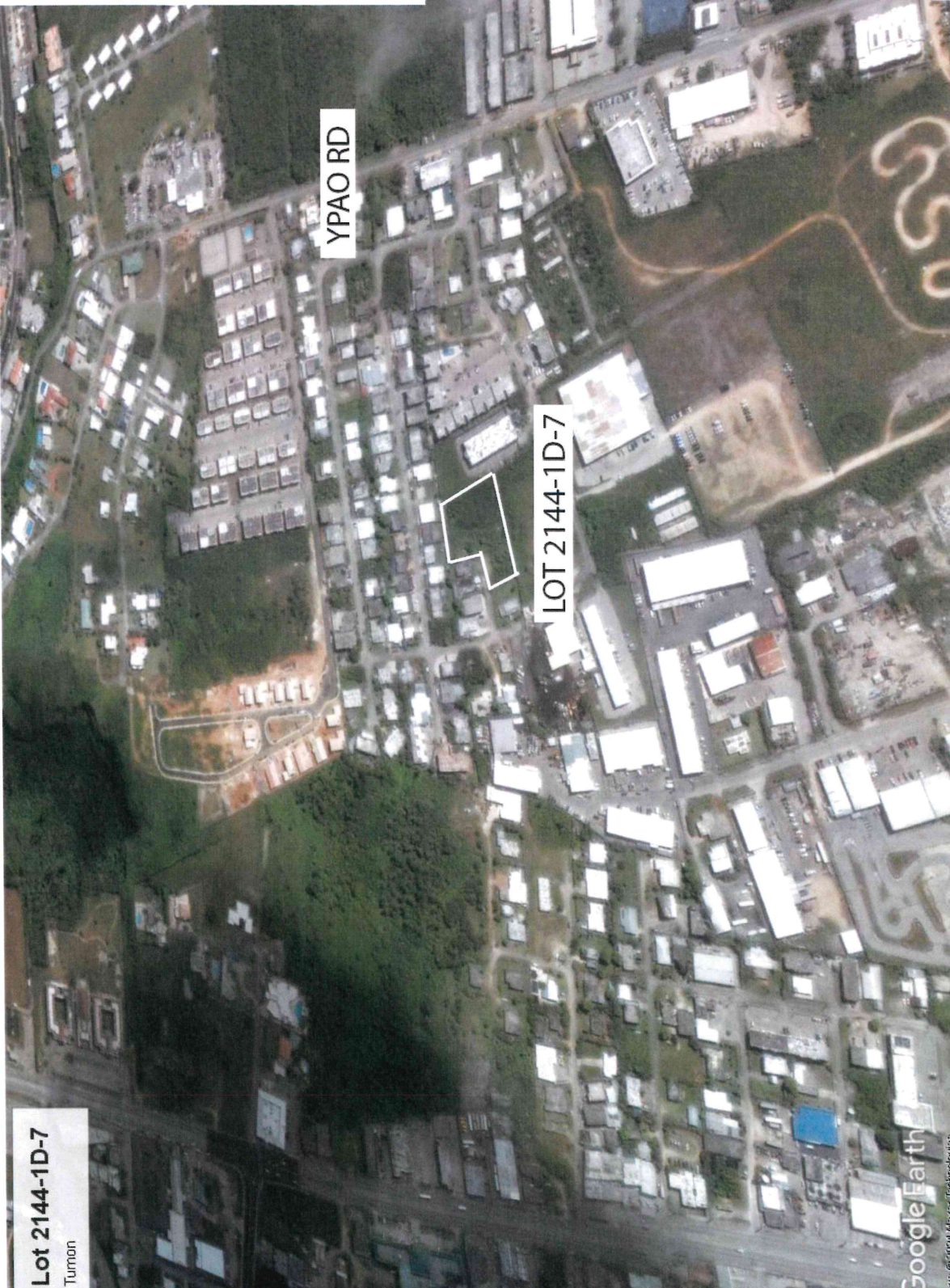
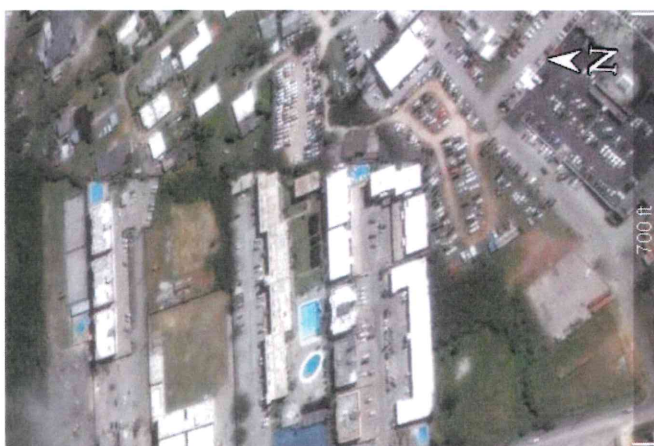
GUAM, U.S.A.)
) ss:
VILLAGE OF Tamuning)

On this 5th day of September, 2024, before me, the undersigned notary, personally appeared ROBERT P. SALAS, the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



VANESSA R. AGUON
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: **FEB. 13, 2025**
275G Farenholt Ave PMB 304 Tamuning, GU 96913



Lot 2144-1D-7
Turmon

YPAO RD


LOT 2144-1D-7

Google Earth
© 2024 Maxar Technologies



APPENDIX C

FEDERAL DATABASE SEARCH

 An official website of the United States government

MENU

Search EPA.gov



<https://echo.epa.gov/>

[Search Options](#) [Analyze Trends](#) [Find EPA Cases](#) [Data Services](#) [Help](#)

[Login](#) [Contact Us <https://epa.gov/resources/general-info/contact-us>](https://epa.gov/resources/general-info/contact-us)

Facility Search Results

Georgia, Michigan, Nebraska, North Carolina, Pennsylvania, Vermont, Washington, West Virginia, and Wisconsin are working with EPA to fix problems with their Clean Water Act violation data. Read More...

Report Violation

<https://epa.gov/re
environmental-vio


Help

<https://epa.gov/h
search/facility-sea
help>

Map
Legend



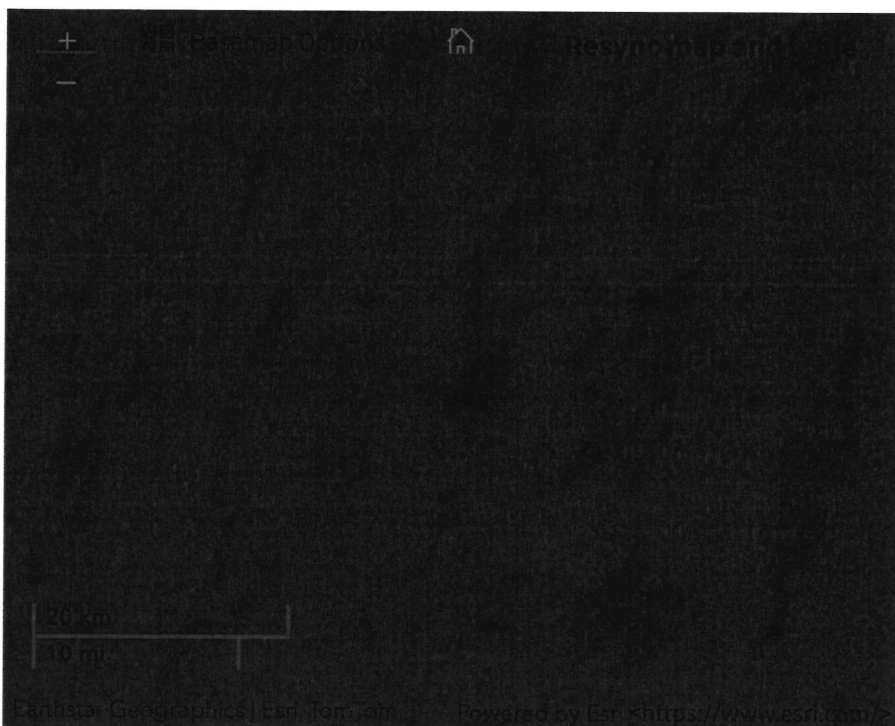
EJScreen Add EJ Summary Map 

Zoom To: 

> Facility Summary -

Select a facility row from the search results table.

Current Search



Customize Columns

Download Data

Quick CSV Download



Source Data <[https://epa.gov/resources/echo-data/about-the-](https://epa.gov/resources/echo-data/about-the-data)

data>

Results Guide <[https://epa.gov/help/facility-search/all-data-](https://epa.gov/help/facility-search/all-data-search-results-help#results)

search-results-help#results>



Reports Legend <[https://epa.gov/help/facility-](https://epa.gov/help/facility-search/search-results-reports-legend)

search/search-results-reports-legend>

154 Facilities Found

Selected Criteria

Media Selected: All
 Media Programs
 State/Territory: **X**
 Guam
 ZIP Code: 96913 **X**
 Active/Operating: **X**
 Yes

Explore Enforcement and Compliance Criteria

- 1 Facilities with Current Violations
- 1 Facilities with Significant Violations
- 5 Facilities with Violations (3 years)
- 2 Facilities with Formal Enforcement Actions (5 years)
- 1 Facilities with Informal Enforcement Actions (5 years)
- 154 Facilities Flagged as Potential Environmental Justice Concerns

Facility Name	Mapped	Street Address	City	State
A.B. WON PAT INTERNATIONAL AIRPORT, GUAM		355 CHALAN PASAHERU	TAMUNING	GU
ADMIRAL NIMITZ GOLF COURSE		BLDG 91 ADMIRAL NIMITZ GOLF	BARRIGADA	GU
AIRPORT GROUP INTERNATIONAL		ROUTE 10A	TAMUNING	GU
ALLIED PACIFIC BUILDERS INC		3120 MARINER AVE BLDG 17	BARRIGADA	GU
ALUPANG COVE CONDOMINIUM		241 CONDO LN	TAMUNING	GU
AMBYTH SHIPPING AND TRADING INC		193 ROJAS ST	TAMUNING	GU
AMBYTH SHIPPING INC. DBA AMBYTH TRUCKING		193 ROJAS STREET	HARMON	GU

Modify Search

Filter Facilities

Not Filtering on 154 Facilities

Only Show Matches

Facility Characteristics

Facility Type

- 3 Major
- 151 Non-Major

Facility Permit/ID

- 51 Has Water Permit (ICIS-NPDES)
- 8 Has ICIS-Air ID
- 93 Has RCRA ID
- 2 Has TRI Releases

Enforcement and Compliance Characteristics

6 Facilities with Violations (1 or more quarters within the past 3 years)

1 2 3 4 5 6 7 8 9 10 11 12

Facilities with Formal Enforcement Actions (5 yrs)

- 2 Yes
- 152 No



1 2 3 4 5

Facilities with Informal Enforcement Actions (5 yrs)

1 Yes

153 No

1 2 3 4 5

Facilities with Compliance Monitoring Activities within Date Range

0 Yes

154 No

mm/d
mm/d

Community

154 Facilities Located in Areas with Supplemental Indexes At or Above 90th Percentile (US)

More
More
More

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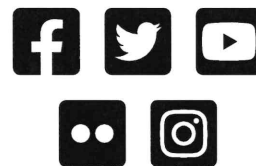
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Legend**



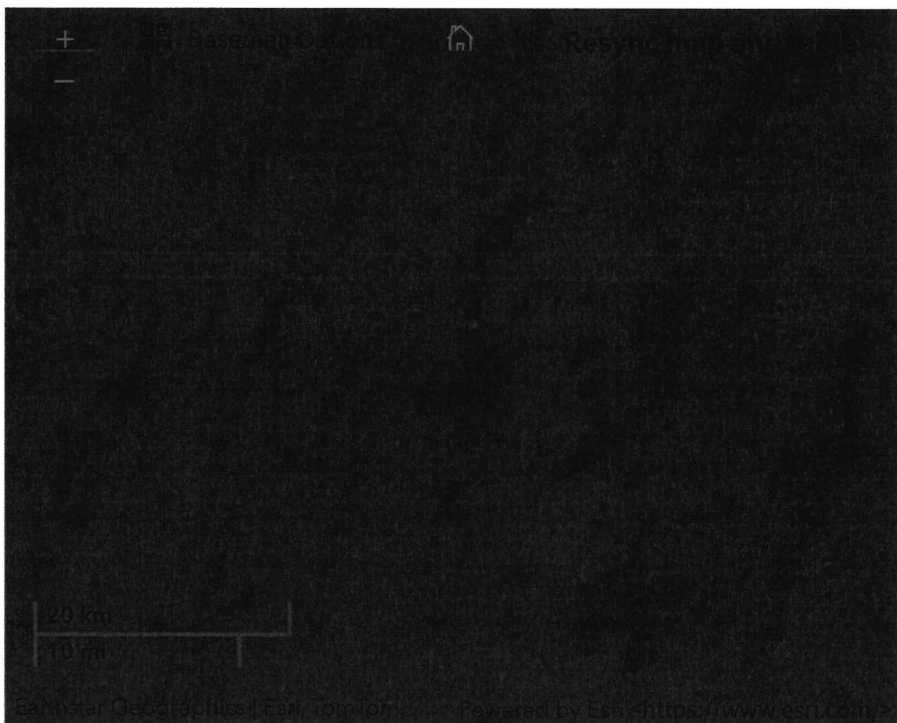
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Zoom To:

>
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Select a facility row from the search results table.

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search/search-results-reports-legend>

154 Facilities Found

Selected Criteria

Media Selected: All
 Media Programs
 State/Territory: **X**
 Guam
 ZIP Code: 96913 **X**
 Active/Operating: **X**
 Yes

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- 1 Facilities with Current Violations
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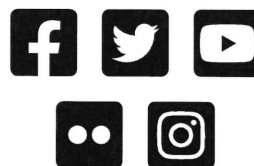
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3M GUAM 215 ROJAS ST., SUITE 107, TAMUNING, GU, 96913 Latitude:13.497918, Longitude:144.807195 <div style="display: flex; justify-content: space-between; margin-top: 5px;"> Summary Report Facility Report Compliance Report </div>			

FACILITY INFORMATION ↑	ICIS-Air ↑	ACRES ↑	BR ↑
<p>A.B. WON PAT INTERNATIONAL AIRPORT, GUAM 355 CHALAN PASAHERU, TAMUNING, GU, 96913 Latitude:13.484, Longitude:144.7993</p> <p>Summary Report <> Facility Report Compliance Report</p>	<p>↑  Message Excel export complete!</p>		
<p>ADMIRAL NIMITZ GOLF COURSE BLDG 91 ADMIRAL NIMITZ GOLF, BARRIGADA, GU, 96913 Latitude:13.485136, Longitude:144.822116</p> <p>Summary Report <> Facility Report Compliance Report</p>			View Report
<p>AFSPC RADOME EXPANSION PROJECT NORTHWEST FIELD, ANDERSEN AIR FORCE BASE, GU, 96913 Latitude:13.6175, Longitude:144.8598</p> <p>Summary Report <> Facility Report Compliance Report</p>			
<p>AIRPORT GROUP INTERNATIONAL ROUTE 10A, TAMUNING, GU, 96913 Latitude:13.4981, Longitude:144.8158</p> <p>Summary Report <> Facility Report Compliance Report</p>			
<p>ALLIED PACIFIC BUILDERS INC 3120 MARINER AVE BLDG 17, BARRIGADA, GU, 96913 Latitude:13.476913, Longitude:144.800162</p> <p>Summary Report <> Facility Report Compliance Report</p>			
<p>ALUPANG COVE CONDOMINIUM 241 CONDO LN, TAMUNING, GU, 96913 Latitude:13.495875, Longitude:144.771828</p> <p>Summary Report <> Facility Report Compliance Report</p>			
<p>AMBYTH SHIPPING AND TRADING INC 193 ROJAS ST, TAMUNING, GU, 96913 Latitude:13.498732, Longitude:144.80673</p> <p>Summary Report <> Facility Report Compliance Report</p>			

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AMBYTH SHIPPING INC. DBA AMBYTH TRUCKING 193 ROJAS STREET, HARMON, GU, 96913 Latitude:13.498732, Longitude:144.80673		Message Excel export complete!	

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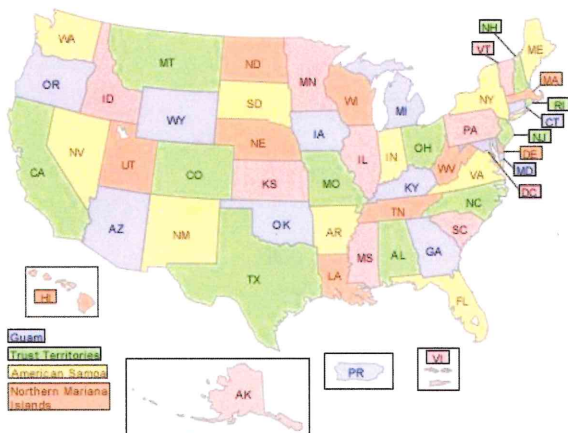
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This page provides information about sites listed on the NPL; including Site Name, City, Site EPA ID, Listing Date, Site Score, and Federal Facility Indicator. Links to the Site Narrative, Site Progress Profile, and Federal Register Notice are provided in the Additional Information column. The Site Location column contains a link to a map with the site location. Select a state from the map for a list of NPL sites in that state.

(1340 Sites as of September 26, 2024)

Alabama (12 sites)						
Site Name	City	Site EPA ID	Listing Date	Site Score	Federal Facility Indicator	Additional Information
Alabama Army Ammunition Plant	Childersburg	AL6210020008	07/22/1987	36.83	Yes	<ul style="list-style-type: none"> Site Listing Narrative <https://semsub.epa.gov/src/documen> Site Progress Profile Federal Register Notice (PDF) <https://semsub.epa.gov/src/documen> (27 pp, 287 K)

Guam (2 sites)						
Site Name	City	Site EPA ID	Listing Date	Site Score	Federal Facility Indicator	Additional Information
Andersen Air Force Base	Yigo	GU6571999519	10/14/1992	50.00	Yes	<ul style="list-style-type: none"> Site Listing Narrative <https://sempub.epa.gov/src/document/09/2400181> Site Progress Profile Federal Register Notice (PDF) <https://sempub.epa.gov/src/document/11/189625> (15 pp, 185 K)
Ordot Landfill	Ordot	GUD980637649	09/08/1983		No	<ul style="list-style-type: none"> Site Listing Narrative <https://sempub.epa.gov/src/document/09/2400276> Site Progress Profile Federal Register Notice (PDF) <https://sempub.epa.gov/src/document/11/189620> (36 pp, 441 K)

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Hawaii (3 sites)						
Site Name	City	Site EPA ID	Listing Date	Site Score	Federal Facility Indicator	Additional Information
Del Monte Corp. (Oahu Plantation)	Honolulu County	HID980637631	12/16/1994	50.00	No	<ul style="list-style-type: none"> Site Listing Narrative <https://sempub.epa.gov/src/document> Site Progress Profile Federal Register Notice (PDF) <https://sempub.epa.gov/src/document> (13 pp, 100 K)
Naval Computer and Telecommunications Area Master Station Eastern Pacific	Oahu	HI0170090054	05/31/1994	50.00	Yes	<ul style="list-style-type: none"> Site Listing Narrative <https://sempub.epa.gov/src/document> Site Progress Profile Federal Register Notice (PDF) <https://sempub.epa.gov/src/document> (13 pp, 130 K)
Pearl Harbor Naval Complex	Pearl Harbor	HI4170090076	10/14/1992	70.82	Yes	<ul style="list-style-type: none"> Site Listing Narrative <https://sempub.epa.gov/src/document> Site Progress Profile Federal Register Notice (PDF) <https://sempub.epa.gov/src/document> (15 pp, 185 K)

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GUR000128637	ADMIRAL NIMITZ GOLF COURSE	BLDG 54, RADIO BARRIGADA	BARRIGADA	GUAM

HANDLER ID ↕	NAME ↕	STREET ↕	CITY ↕	COUNTY
<u>GUR000129296</u>	ALLIED PACIFIC BUILDERS INC	3120 MARINER AVE BLDG 17	BARRIGADA	GUAM
<u>GUR000128884</u>	AMBYTH SHIPPING AND TRADING INC	193 ROJAS ST	TAMUNING	GUAM
<u>GUP000129866</u>	AMBYTH SHIPPING INC. DBA AMBYTH TRUCKING	193 ROJAS STREET	HARMON	GUAM
<u>GUD982442444</u>	ATKINS KROLL, INC	443 SOUTH MARINE CORPS DRIVE	TAMUNING	GUAM
<u>GUR000130104</u>	AT&T GCSI TUMON CABLE STATION	1169 NORTH MARINE DRIVE	TAMUNING	GUAM
<u>GUR000000166</u>	BLACK CONSTRUCTION AMELCO YARD	LOT 5292/3/25/3 AT AMELCO	MANGILAO	GUAM
<u>GUR000129254</u>	BME AND SONS INC	132 GOLDEN CUPID RD	MANGILAO	GUAM
<u>GUR000129726</u>	CALIFORNIA PACIFIC TECHNICAL	150 E HARMON INDUSTRIAL PARK	TAMUNING	GUAM

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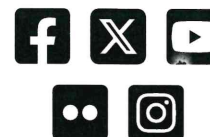
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EPA ID	Site Name	City	County	State	National Priorities List Status	Superfund Alternative Approach	Construction Complete	Site-wide Ready for Anticipated Use
GUN000908821	AGANA SPRINGS PCB SITE	AGANA SPRINGS	GUAM	GU	Not NPL	No	No	No
GUN000903684	ALAGETA DRUM SITE	DEDEDO	[Blank County]	GU	Not NPL	No	No	No
GUN000900382	ALAGETA STREET DRUM EMERGENCY RESPONSE	DEDEDO	GUAM	GU	Not NPL	No	No	No
GU6571999519	ANDERSEN AIR FORCE BASE	YIGO	GUAM	GU	Final NPL	No	No	No
GU7170090008	APRA HARBOR NAVAL COMPLEX	PITI	GUAM	GU	Not NPL	No	No	No
GU5170090018	BARRIGADA VILLAGE ABNDONED DUMP	BARRIGADA	GUAM	GU	Not NPL	No	No	No
GU6170090025	CAMP COVINGTON	PITI	GUAM	GU	Not NPL	No	No	No
GUN000903892	DEDEDO WASTE PILES	DEDEDO	[Blank County]	GU	Not NPL	No	No	No
GUR000129635	FEDERAL AVIATION ADMINISTRATION	BARRIGADA	[Blank County]	GU	Not NPL	No	No	No

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APPENDIX D

INQUIRIES & RESPONSES



October 10, 2024

Mr. Robert Salas

President

LMS, Guam

202 Hilton Rd., Unit #7

Tumon, Guam 96913

Subject: Phase I Environmental Site Assessment for Lot 2144-D1-7, Tamuning Guam.

Hafa Adai Bob,

In keeping with the current ASTM Standard 1527-3, we are required to inquire with both the user of the Phase 1 ESA buyer, (or their representative) and the seller (or their agent), as well as any individuals knowledgeable about the following site situations:

1. Any environmental cleanup liens recorded against the site
2. Any land use limitations that have been recorded for the site
3. Pertinent specialized knowledge related to the environmental condition of the property
4. Property values that may reflect known or perceived site contamination(s)
5. Aspects about historical uses of each site related to:
 - Historical site activities (i.e. any industrial uses, burials, dumping or other waste disposal)
 - Knowledge of specific chemicals were or are present
 - Knowledge of any petroleum product, hazardous substance or chemical spills or releases that may have occurred on the various sites
6. Any knowledge of obvious indicators pointing to the presence or likely presence of contamination site.

Please submit this inquiry to the seller (or agent) and/or any knowledgeable individual who may have first-hand knowledge of activities on the property. Attached is a detailed questionnaire containing the types of information that would be relevant.

Should you have any questions, please do not hesitate to call me at 685-8686.

Sincerely,

Chris Rhodes CIH, CSP

APPENDIX E QUALIFICATIONS

CHRISTOPHER RHODES, CIH, CSP, MSPH

119 San Tatte Lane, Piti, Guam

Chris@hsepacific.com, 671-685-8686

SUMMARY OF EXPERIENCE

- More than 20 years of experience in industrial hygiene and safety consulting, heavy construction safety, hazardous waste site cleanup, occupational safety/ health training, and emergency response.
- As a Health & Safety Program Manager, develop and implement loss control programs that emphasize employee involvement at all levels for international and domestic programs.
- Countries worked in and supported from a corporate level include United States, Kuwait, Iraq, Afghanistan, Djibouti, Japan, South Korea, United Kingdom, Germany and China.
- Duties include staff support for an array of daily technical and administrative issues, performing in-depth safety audits to identify systematic latent condition in at the organizational and project levels, implement corrective actions, interpret hazard analysis data, and established controls and safeguards to minimize risks to potential hazards.
- In-depth knowledge of OSHA, EPA, EM 385 1-1, and industry health & safety best practices.
- Prior experience includes serving as the Hazardous Materials Coordinator/Specialist for a local hazardous materials response team providing technical expertise to detect and identify hazardous/unknown chemicals.
- Served as the Nuclear, Biological and Chemical (NBC) Warfare NCO for t h e USMC Reserve for four years.

EDUCATION

BS, Environmental Health, Colorado State University, 1995

MS, Industrial Hygiene, Tulane University, 2004

Executive Juris Doctor, Concord Law School, 2008

PROFESSIONAL REGISTRATIONS AND AFFILIATIONS

Certified Industrial Hygienist, #CP 8593, July 2003

Certified Safety Professional, # 16453, October 2000

Certified Hazardous Materials Manager, #9074, 1998 (not active)

Occupational Health & Safety Technologist, # 2364, 2000 (not active)

PROFESSIONAL EXPERIENCE

HSE Pacific, Vice President; Piti, Guam (December 2018 to Present). Responsible for occupational health, safety and environmental programs and consulting services for federal services, heavy construction and general industries. Utilizing and introducing effective tools and proven system services, main focus is to develop a safe working environment and create a culture of safety. Key services include organizational development, process improvement, hazard identification, risk assessment, and mitigation services, industrial hygiene, occupational health and safety programs that include chemical exposures, noise, radiation, heat stress, illumination, real time air monitoring, confined space entries, personal and area sampling, emergency response planning, lead exposure, and hazardous agents (pesticides, asbestos), fall protection, lock out / tag out, excavations, electrical, hand tools, working / walking surfaces, fire protection, ladders, hoisting and rigging, scaffolding, welding, cutting, personal protective equipment, aerial lifts, work platforms, hazard identification, assessment and management, air emissions, waste sampling, categorization and reporting, waste reduction, and environmental protection planning.

Conduct Hazards Assessments for Asbestos, Lead, and Mold. Provide gas-free certificates for safe for entry and hot work for Navy vessels, storage tanks, and pipelines. Environmental work includes various levels of soil and water sampling, Phase I evaluations, and biological monitoring.

Significant on-site project safety and IH support for:

- Strike and Tanker Hangars Maintenance Hangars, AAFB 2019-2021 (Core Tech)
- P601 Marine Corps Airwing Maintenance Hangar, AAFB 2020-2021 (Hensel Phelps)
- P640 Bachelor Enlisted Quarters (BEQ), NBG 2019-2023 (Gilbane)
- GVB Ponding Basin Repairs, Phase II, Guam, to include 112 Moorhen Observation Hours (LMS)
- P270 ACE Gym and Dinning Facility, AAFB 2020-2022 (GSE, LLC)
- J025 Medial Dental Clinic, Camp Blaz, 2022- Present (CHK)
- P 103 Water Wells, AAFB North Field, 2022- Present (ECC)
- P310 Battalion Company Headquarters 2023- Present (GSE)
- P 307 Consolidated Armory 2023 – Present (Gilbane)
- P 927 Radio Barrigada, 2023- Present (Hensel Phelps)

CH2M Hill, HSE Manager - Yongsan Military Base Relocation and Construction Program; Pyeongtaek, South Korea (December 2015 to December 2018). HSE Manager on a DOD 10.7 billion dollar mega project to extend an existing US military installation to accommodate approximately 39,000 relocated active soldiers, families, and support staff. The project is the construction of new barracks, high rise family housing, dining facilities, schools, supporting infrastructure, vehicle maintenance facilities, and many other day to day facilities on a 3,500 acre green-field site. Day to day role involved providing overall HSE management and advice to the Kunwon CH2M/ITM/TOPEC/Yooshi Project Management staff (PMC) and to the Korean contractors, as well as acting as a liaison with the Korean Ministry of Defense and the US Army Core of Engineers.

Core areas of responsibility were to provide HSE oversight on civil, structural, architectural, concrete and asphalt pavement, structures, concrete placement, fuel storage and off-load facilities, and utilities work. Also reviewed and approved all contractor task specific HSE plans and AHAs. Major focus was to implement and mentor a western style safety culture for Korean Contractors and PMC personnel working on the US Base.

CH2M Hill, HSE Manager - Bridges To Prosperity, Rwimvubu, Rwanda Africa (February 2017).

Selected as the CH2M Hill Safety Manager for a volunteer humanitarian project constructing a 62m footbridge in a rural area of Rwanda. Duties included initial and ongoing training for proper use of PPE, hand tools, fall protection systems, ergonomics, chemical exposures, hygiene, and general construction hazard awareness. Also ensured CH2M company standards and practices were adhered to as well as designing and implementing various types of personal fall protection systems while serving as a full-time member of the construction team.

CB&I, HSE Manager - Haiyang, China. (February 2013 – December 2015). HSE Manager for the AP 1000 Nuclear Power Plant Mega Construction Project. The scope of work involved the construction and start-up commissioning of two 1117-Megawatt Pressurized Water Nuclear Reactors in Haiyang, China. As the HSE Manager, responsibilities included day-to-day occupational safety during the heavy construction of the Nuclear Island. Responsibilities also included;

- Established, mentored and implemented a western style Nuclear Safety Culture Program.
- Provided technical resources and advanced training in occupational safety and industrial hygiene practices to SPMO and the construction contractor's Chinese safety staff.
- Reviewed and approved HSE Plans, Policies, and Procedures.

Functioned as the HSE Manager for the CBI Start Up and Commissioning Team. Duties included general occupational safety support and compliance with CBI policies and procedures as well as direct technical support with Confined Space Entries and NFPA 70E.

ECC, International Programs ESQ Manager – Tamuning, Guam, (2007-2012). Provided overall technical support and EHS staffing for project field teams. Duties included establishing ESH protocols, employee training for the Project Management Team and subcontractors, site hazard analysis, inspections, and establishing mentoring programs for local national subcontractors. Performed project field surveillances to ensure compliance with internal and external client EHS regulations and standards with the primary goal of identifying systematic latent conditions in the safety program. Managed the health & safety programs for multiple international DoD construction and environmental projects in Iraq, Afghanistan, Hawaii, Guam, Kuwait, Djibouti, Japan, Europe, and UK. Projects include various vertical construction, renovation, environmental remediation, fuels projects, horizontal infrastructure, runways/ramps, and roads & bridge construction projects.

Maintained parallel duties as the HSE Manager for the dck-ECC JV Guam DBMAC Contract and ECC Guam specific operations. Duties included the HSE Management of the following Guam construction projects:

- Remedial Action Phase II, Site 2, Marbo Annex, Andersen AFB, Guam, 2012
- Replaced and Upgraded Fuel Truck Racks Fisc Det Yoko Marianas, Guam, 2011.
- P-465 Submarine Learning Center (SLC), Polaris Point, Guam, 2010.
- Strike Forward Operating Location (FOL) Electrical Infrastructure, Andersen AFB, Guam 2010.
- Upgraded Mechanical Systems at Bldg.25009, Andersen AFB, Guam 2010.
- Repair Water Distribution System Phase II, Andersen AFB, Guam, 2008.
- TCRA Various Electrical Sites PCB Remediation project, Navy Base, Guam, 2008.

ECC, Afghanistan Country EHS Manager - Afghanistan, (Oct 2009 – July 2010). Provided EHS technical support, staffing, and leadership for up to 20 concurrent USACE MATOC and AFCEE HERC construction projects in addition to all other OCONUS projects. Afghanistan Projects included vertical construction of multi-story dormitories, administration buildings, Relocatable Living Buildings (RLBs), fuel storage tanks, infrastructures, horizontal runway and ramp construction. Duties included:

- Continual country wide EHS oversight and support to individual project management teams and safety staff,
- Mentored and trained TCN and LN project safety staff,
- Developed and reviewed AHAs for specific definable features of work,
- Established APPs for all TOs,
- Performed individual site audits to ensure compliance with EM 385 and corporate standards.
- Developed and implemented site specific hazard mitigation plans i.e. excavation, CSE, lift and critical lift, fall protection, and steel erection plans.
- Performed daily field EHS activities on construction sites.
- Project CIH for various confined space entries and internal coating applications.

ECC, EHS Manager, Katrina Disaster Recovery Response - New Orleans, Louisiana (2005-2007). Managed the EHS program on a time-sensitive, disaster response contract, for more than 1,600 field personnel. Rapidly staffed the project with qualified safety personnel within days of award and during mobilization. Prepared and implemented EHS Plans, AHAs, and exposure monitoring plans meeting USACE EM 385-1-1 requirements. Communicated daily with USACE and local government agencies in regards to occupational and environmental safety concerns. Conducted initial safety orientation to all project personnel and continual safety training as needed based on hazard analysis. Managed the air monitoring and asbestos programs and interpreted results. Implemented fall protection methods for

demolition and conducted daily safety inspections of work area, equipment and power tools. Established truck inspection stations and initial site safety orientations for recovery workers within two days of mobilization. Provided training on use of air monitoring equipment and air sampling methods. Received two separate awards from the National Safety Council and two USACE commendations for one million work hours without a lost time incident.

ECC, EHS Manager - RMA Basin F Wastepile Remediation Project, Commerce City, Colorado (March 2006-July 2006). Coordinated safety activities at BFWP for the excavation of approximately 490,000 bcy of contaminated soil and transportation to the on-site landfill. Provided oversight of collection of exposure monitoring samples for contaminants including pesticides, volatile organic compounds, and metals. Ensured personnel were properly trained on all aspects of the Health and Safety Plan and maintained RMA- and OSHA-required records. Provided weekly reports to TtECI personnel regarding safety activities. Engaged crew in preparation/review of task-specific activity hazard analyses. Project received OSHA VPP Star Status in April 2007. The project completed more than 264,410 labor hours with no OSHA recordable illnesses or injuries.

Envirocon, EHS Manager - Katrina Relief and Debris Removal, New Orleans, Louisiana (September 2005 – December 2005). Responsible for EHS activities and implemented the safety program in Plaquemines Parish. This involved identifying and training subcontractors to the rapid response H&S safety criteria and the hazard identification and analysis in unique circumstances following the natural disaster. Served as a technical resource for field level safety professionals. Wrote and reviewed Health and Safety Plans, AHAs and exposure monitoring plans. Continuous field audits and inspections to ensure compliance were performed.

Envirocon Inc., Senior H&S Manager - Golden, Colorado (March 2005 – December 2005). Responsible for multiple commercial and government clean construction and hazardous waste remediation sites. Responsibilities include being a technical resource for field level safety professionals, project audits to ensure compliance, and writing/ reviewing: H&S Plans, Hazard Analysis, and exposure monitoring plans. Major projects included instituting a Behavior Based Safety Program for a partnering company at a high profile landfill in California and implementing the safety program for the Hurricane Katrina Debris Removal project in Louisiana.

Tetra Tech Foster Wheeler, H&S Manager - CONUS and OCONUS Locations (2004 - 2005). Monitored H&S program for a variety of international and US based government and private sector projects as well as commercial industrial hygiene/safety for the Denver, Colorado Regional office. Relevant assignments at included:

- **Tetra Tech Foster Wheeler/Perini, Task Force Restore Iraqi Electricity, Southern Iraq (2003 - 2004).** Provided EHS Management oversight and compliance for a high profile, time- sensitive construction project that included restoration of two 64 megawatt generators, construction of more than 220 miles of 400Kv power line and towers, and installation of natural gas turbine/crude generators at remote sites. Established and implemented the overall ESH program for an aggressive multi-tasked power restoration and managed life support programs for project camps. Provided EHS oversight of up to 2,500 international field personnel. Prepared and implemented AHAs, critical lift plans, fall protection plans, confined space entry plans, safety audits and subsequent corrective actions. Performed incident management, root cause analysis, and implemented corrective actions.
- **Foster Wheeler Environmental Corp., Program Management Contractor Rocky Mountain Arsenal, Commerce City, Colorado (2002 - 2003).** As Senior H&S Professional, responsibilities included safety and industrial hygiene oversight of environmental remediation and heavy construction activities involving military chemical warfare agents and hazardous waste. Assisted, advised, and audited subcontractor compliance with OSHA, USEPA, US Army, and company

safety requirements as well as evaluating subcontractor performance with respect to safety. Advanced air monitoring involved real – time for chemical warfare agents and VOCs with MINICAMS® & DAAMS tubes and HAPSITE. Also performed chemical warfare material investigations at Aberdeen Proving Grounds during this time frame.

Earth Tech, Western Region Senior H&S Professional - Denver, Colorado (2000 - 2002). Provided health and safety support to multiple ongoing government and industrial/commercial sites located in the Mid and Western Regions of the US. General support includes writing and updating H&S Plans, Task Hazard Analyses, site compliance audits, and evaluating employee exposure issues to incorporate appropriate controls. Duties performed for commercial/industrial work include a variety of industrial hygiene/safety site audits to ensure compliance and investigate indoor air quality, noise, chemical, mold, ergonomics, and other physical hazard issues and complaints as a neutral third party.

- **Earth Tech, Capitol Police Post Office & GSA Warehouse Anthrax Remediation, Washington DC (2001).** As Senior S&H Officer, provided safety and industrial hygiene oversight for the remediation of the Anthrax contamination in the Capitol Police Post Office and a

GSA Warehouse. Interacted daily with EPA, Capitol Police, CDC, and other acting government agencies. Ensured the proper security and required negative air pressure achieved in the buildings. Established work/rest regimes to combat heat stress associated with advanced levels of PPE. Ensured proper use, training, and compliance with Level B and PAPR respirators.

- **Earth Tech, Bio-Remediation of TNT Contaminated Soil, Pueblo Chemical Depot, Colorado (2000-2001).** As Senior S&H Professional, provided S&H program support for the composting of TNT contaminated soil, the onsite Lab, and multiple small support projects throughout the Depot. Prepared and updated S&H plans, task hazard analyses, and Laboratory Chemical Hygiene Plan. Performed site compliance audits to ensure compliance with EM 385 1-1, state regulations. Evaluated employee chemical and physical exposure issues to incorporate appropriate controls.
- **Earth Tech, Hospital Demolition, Lajes Field, Azores (2001).** As S&H Professional, provided safety oversight for a politically sensitive hospital demolition with asbestos containing material. Ensured the proper abatement of all ACM prior to demolition activities. Ensured proper shipment of ACM off the island and that chain of custody forms were in place. Ensured subcontractor abided to agreed upon S&H regulations and procedures.

Earth Tech, H&S Professional - Multiple Hazardous Waste Remediation Projects, US (1998 - 2001) Provided health & safety oversight on multiple hazardous waste remediation projects throughout the US. Sites involved; demolition of Asbestos Mills, mercury and lead remediation, and landfill relocations.

Forsyth County, North Carolina, Hazardous Materials Coordinator/Specialist. (1996 – 1998). Worked for Forsyth County Office of Emergency Management to applied in-depth knowledge of environmental chemistry and CERCLA, RCRA, and DOT regulations to hazardous materials release incidents. Coordinated EPA SARA Title III program for Forsyth County, North Carolina. Implemented EPA Clean Air Act, Chemical Accident Prevention Provisions, Section 112(r) for Forsyth County. Integrated Emergency Action Plans for Forsyth County in regards to chemical releases and natural disasters. Also served as instructor for the National Safety Council's Computer Aided Management of Emergency Operations (CAMEO) for Windows.

USMC Reserves, Nuclear, Biological and Chemical Warfare Officer (1988 - 1994). Duties included training military personnel in the use, signs/symptoms, and treatment of various commonly used CBR weapons. Trained personnel in proper use, care, and, limitations of chemical protective clothing.

PROFESSIONAL TRAINING

CB&I Supervisor Incident Prevention Program, 2013.

CB&I Mobile Cranes and Rigging Programs, 2014.
CB&I Mobile Cranes and Rigging Train the Trainer, 2014.
OSHA Fall Protection, OSHA Course 3115, 2013.
OSHA 500 Trainer Course For Construction, 2022.
Mobile Crane and Rigging 40 hour course, Crane Tech.2009.
OSHA Electrical Standards, OSHA Course 3095, 2009
Trenching, Excavation, and Soil Mechanics, OSHA Course 3015, 2000.
Red Cross, First Aid/CPR, January 2022
40-hour NAVFAC EM 385 1-1 Construction Safety Hazard Awareness for Contractors, May 2022
40-hour HAZWOPER Training, 1998
Hazardous Materials Incident Management (R243), National Fire Academy, 1997
80-hour Chemistry of Hazardous Materials, National Fire Academy, 1996
Emergency Response to Hazardous Materials Incidents, EPA Course 165.15, 1996
ASHERA Asbestos Inspector Building Inspector, July 2021
EPA/DOH Lead Inspector, May 2019
EPA/DOH Lead Risk Assessor, June 2022
Permit Required Confined Space Entry Training, 1998
40-hour Asbestos Contractor/Supervisor Course, 1998
OSHA Lockout/Tagout, OSHA Course 7115, 2019

EXHIBIT Q

Articles of Incorporation
The Children's Ark Inc.
(a Guam Nonprofit Corporation)

RECEIVED
BY DRT

SEP 14 2022

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GENERAL LICENSE
REGISTRATION

The members below, for the purpose of forming a nonstock, nonprofit, corporation (the "Nonprofit") pursuant to 18 GCA § § 1101 et seq. (the General Corporation Law) including § 1101 (Nonprofit Corporations) et seq., adopt the following Articles of Incorporation. The Nonprofit is a nonstock corporation and is not authorized to issue any shares.

1. **Name**. The name of the Nonprofit is The Children's Ark Inc. (the "Nonprofit").
2. **Initial Place of Operation**. The Nonprofit's initial place of operation (physical and mail address) is 238 E. Marine Corps Drive, Suite 202, Hagatna, Guam 96910 or at such other place(s) as determined by the Nonprofit from time to time.
3. **Members**. The Nonprofit shall have one class of members as set forth in its bylaws. The members shall have the qualifications provided for in the bylaws, and shall have voting rights.
4. **Members**. The names and addresses of the initial members are:

Name	Address
Leonard P. Campos	238 E. Marine Corps Drive, Suite 202, Hagatna, Guam 96910
Georgina P. Campos	238 E. Marine Corps Drive, Suite 202, Hagatna, Guam 96910
John P. Duenas	238 E. Marine Corps Drive, Suite 202, Hagatna, Guam 96910
Elizabeth C. Duenas	238 E. Marine Corps Drive, Suite 202, Hagatna, Guam 96910

5. **Purpose and Powers**

a. **Purpose and Nonprofit Status**. The Nonprofit is organized in order to advocate for children and family health and well-being, and for such religious, educational, administrative, scientific, and charitable purposes as shall qualify it for exemption from federal taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), or the corresponding provisions of any future United States or Guam internal revenue laws and the regulations promulgated thereunder. The Nonprofit shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of the Nonprofit and the Nonprofit shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from United States or Guam income tax under section 501(c)(3) of the Code or the corresponding provision of any future United States or Guam internal revenue law, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Code or the

corresponding provision of any future United States or Guam internal revenue law. At all times the Nonprofit shall comply with all United States or Guam statutes, rules and/or regulations governing nonprofit corporations.

b. Management. The business and affairs of the Nonprofit shall be managed by its Manager. The Nonprofit shall have the powers and authority granted by law, including but not limited to the power to sell, lease, encumber, and otherwise convey interests in its real and personal property, and the power to borrow money.

c. No Lobbying, Propaganda, or Political Campaigning. No substantial part of the activities of the Nonprofit shall consist of lobbying or propaganda, or otherwise attempting to influence legislation, except as provided in section 501(h) of the Code. The Nonprofit shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of (or in opposition to) any candidate for public office.

d. Acceptance of Donations. To fulfill its purposes, the Nonprofit is authorized to accept contributions, gifts and donations of all kinds, including money, real property and personal property, to be used to support the work of the Nonprofit.

e. Amendment of Articles. These Articles may only be amended by the majority vote of the members, as specified in the Nonprofit's Bylaws.

6. Assets of the Nonprofit

a. Corporate Property. All Nonprofit property and revenue is irrevocably dedicated to the purposes set forth above.

b. Corporate Property Upon Dissolution. Upon the winding up and dissolution of the Nonprofit, after paying or adequately providing for the debts, obligations, and liabilities of the Nonprofit, the remaining assets of the Nonprofit shall be transferred to such organization or organizations established and operated exclusively for religious, educational, administrative, scientific, and charitable purposes as shall at the time qualify as an exempt organization or organizations under § 501(c)(3) of the Code (or the corresponding provision of any future United States or Guam internal revenue law).

c. No Private Inurement. No part of the net earnings of the Nonprofit shall inure to the benefit of any member, trustee, director, or officer of the Nonprofit, or any private individual (except that reasonable compensation may be paid for services rendered to or for the Nonprofit), and no member, trustee, director or officer shall be entitled to share in the distribution of any of the corporate assets upon dissolution of the Nonprofit.

d. Restriction on Undistributed Income. The Nonprofit will distribute its income for each tax year at such time and in such manner as not to become subject to the tax on undistributed income imposed by § 4942 of the Code or corresponding provisions of any later United States or Guam tax laws.

e. Restriction on Self-Dealing. The Nonprofit will not engage in any act of self-dealing as defined in § 4941(d) of the Code, or corresponding provisions of any later United States or

Guam tax laws.

f. Restriction on Excess Business Holdings. The Nonprofit will not retain any excess business holdings as defined in § 4943(c) of the Code, or corresponding provisions of any later United States or Guam tax laws.

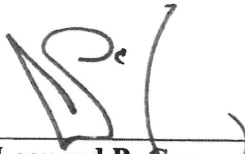
g. Restrictions on Investments. The Nonprofit will not make any investments in such manner as to subject it to tax under § 4944 of the Code, or corresponding provisions of any later United States or Guam tax laws.

h. Restrictions on Taxable Expenditures. The Nonprofit will not make any taxable expenditures as defined in § 4945(d) of the Code, or corresponding provisions of any later United States or Guam tax laws.

Verification

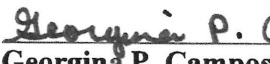
I, Leonard P. Campos, the Manager of the Nonprofit, certify that the Nonprofit's members have unanimously consented to incorporate.

Date: September 8, 2022



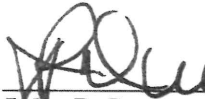
Leonard P. Campos
Member and Manager

Date: September 8, 2022



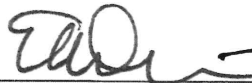
Georgina P. Campos
Member

Date: September 8, 2022



John P. Duenas
Member

Date: September 8, 2022



Elizabeth P. Duenas
Member

EXHIBIT R

RECEIVED
BY DRY

OCT 15 2024

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GENERAL LICENSING &
REGISTRATION BRANCH

First Amended Articles of Incorporation
The Children's Ark Inc.
(a Guam Nonprofit Corporation)

The members below, for the purpose of forming a nonstock, nonprofit corporation (the "Nonprofit") pursuant to 18 GCA § § 1101 et seq. (the General Corporation Law) including § 10101 (Nonprofit Corporations) et seq., adopt the following Articles of Incorporation. The Nonprofit is a nonstock corporation and is not authorized to issue any shares.

1. **Name.** The name of the Nonprofit is The Children's Ark Inc. (the "Nonprofit").
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3. **Members.** The Nonprofit shall have one class of members as set forth in its bylaws. The members shall have the qualifications provided for in the bylaws, and shall have voting rights.
4. **Members.** The names and addresses of the initial members are:

Name	Address
Leonard P. Campos	238 E. Marine Corps Drive, Suite 202, Hagatna, Guam 96910
Georgina P. Campos	238 E. Marine Corps Drive, Suite 202, Hagatna, Guam 96910
John P. Duenas	238 E. Marine Corps Drive, Suite 202, Hagatna, Guam 96910
Elizabeth C. Duenas	238 E. Marine Corps Drive, Suite 202, Hagatna, Guam 96910

5. **Purpose and Powers**

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of the Code or the corresponding provision of any future United States or Guam internal revenue law. At all times the Nonprofit shall comply with all United States or Guam statutes, rules and/or regulations governing nonprofit corporations.

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h. Restrictions on Taxable Expenditures. The Nonprofit will not make any taxable expenditures as defined in § 4945(d) of the Code, or corresponding provisions of any later United States or Guam tax laws.


Verification

I, Leonard P. Campos, the Manager of the Nonprofit, certify that the Nonprofit's members have unanimously consented to these First Amended Articles of Incorporation.


Date: 10/10/2024


Leonard P. Campos
Member and Manager


Date: 10/10/2024


Georgina P. Campos
Member

Date: 10/10/2024


John P. Duenas
Member

Date: 10/10/2024


Elizabeth P. Duenas
Member

Certification

The members below hereby certify that the enclosed constitutes a true and correct copy of the First Amended Articles of Incorporation for The Children's Ark Inc.

Date: 10/10/2024 
Leonard P. Campos
Member and Manager

Date: 10/10/2024 
Georgina P. Campos
Member

Date: 10/10/2024 
John P. Duenas
Member

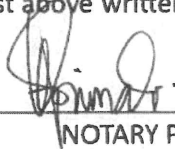
Date: 10/10/2024 
Elizabeth P. Duenas
Member

ACKNOWLEDGEMENT

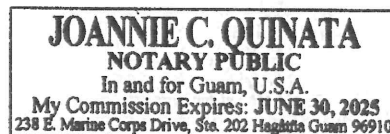
STATE OF GUAM, U.S.A)
) SS
COUNTY OF HAGATNA)

On this 15th day of October 2024, before me a Notary Public in and for GUAM, U.S.A., personally appeared John P. Durmas known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the date last above written.



NOTARY PUBLIC
My Commission Expires: JUNE 30, 2025



ACKNOWLEDGEMENT

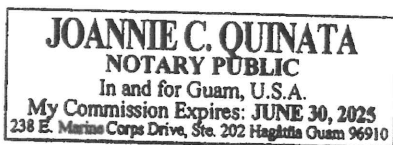
STATE OF GUAM, U.S.A)
) SS
COUNTY OF HAGATNA)

On this 15th day of October 2024, before me a Notary Public in and for GUAM, U.S.A., personally appeared Elizabeth C. Durmas known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the date last above written.



NOTARY PUBLIC
My Commission Expires: JUNE 30, 2025

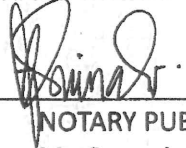


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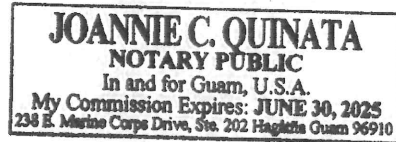
STATE OF GUAM, U.S.A)
) SS
COUNTY OF HAGATNA)

On this 15th day of October 2024, before me a Notary Public in and for GUAM, U.S.A., personally appeared Leonard P. Campos known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the date last above written.



NOTARY PUBLIC
My Commission Expires: JUNE 30, 2025



ACKNOWLEDGEMENT

STATE OF GUAM, U.S.A)
) SS
COUNTY OF HAGATNA)

On this 15th day of October 2024, before me a Notary Public in and for GUAM, U.S.A., personally appeared Georgina P. Campos known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the date last above written.



NOTARY PUBLIC
My Commission Expires: JUNE 30, 2025

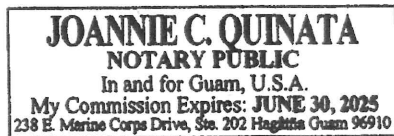


EXHIBIT S

Low Income Housing Tax Credit Program
2024 Competition Cycle
Review

The 2024 LIHTC application cycle closed on October 23, 2024. Below you will find a brief summary of the process and results thereof. Applicants in the 2024 cycle competed for a credit allocation amount of up to \$6,545,000.00 to address the needs our island community has portrayed in the 2024 Qualified allocation Plan (QAP).

The following are the applicants and developers:

Project 1: Dos Amantes Senior Residence
Applicant: Dos Amantes Development, LLC
Developer: Dos Amantes Development, LLC

Project 2: Summer Vista II
Applicant: Summer Vista II DE, LLC
Developer: Core Tech Development, LLC

Project 3: Summer Vista III
Applicant: Summer Vista III DE, LLC
Developer: Core Tech Development, LLC

Project 4: Rosewood Parks
Applicant: Rosewood Parks, LLC
Developer: Pacific Federal Management, Inc.

Project 5: Flores Rosa
Applicant: Flores Rosa, LLC
Developer: Pacific Federal Management, Inc.

A panel of five individuals were assembled to review the submissions and consisted of the following:

1. Nicole Alejandro, Section 8 Program Coordinator III, GHURA
2. Monica Guerrero, Chief Planner, Bureau of Statistics and Plans (BSP)
3. Robert San Agustin, Director, Office of Homelessness Assistance and Poverty Prevention (OHAPP)
4. Philomena San Nicolas, AMP4 Property Site Manager, GHURA
5. Ervin Santiago, AE Program Coordinator III, GHURA

Each Panelist signed and submitted nondisclosure and conflict of interest agreements pertaining to the information provided by the applicants. **The Panel was given several weeks to review all applications from Monday October 28, 2024 through November 18, 2024 to finalize the results.**

Basic project descriptions (highlights) are provided for your information on the following pages.

	Project 1	Project 2	Project 3	Project 4	Project 5
Name	Dos Amantes Senior Residence	Summer Vista II	Summer Vista III	Rosewood Parks	Flores Rosa
Applicant	Dos Amantes Development, LLC	Summer Vista II DE, LLC	Summer Vista III DE, LLC	Rosewood Park, LLC	Flores Rosa, LLC
Developer	Dos Amantes Development, LLC	Core Tech Development, LLC	Core Tech Development, LLC	Pacific Federal Management, Inc.	Pacific Federal Management, Inc.
Amount of Tax Credits Requested	\$ 4,465,894.00	\$ 6,545,000.00	\$ 3,360,000.00	\$ 4,751,879.00	\$ 1,793,120.00
No of Units:	68	120	56	76	30
Unit Mix:	53 - 1BR/1BA 15 - 2BR/1BA	24 - 1BR/1BA 72 - 2BR/1BA 18 - 3BR/2BA 6 - 4BR/2BA	12 - 1BR/1BA 36 - 2BR/1BA 6 - 3BR/2BA 2 - 4BR/2BA	12 - 1BR/1BA 64 - 2BR/1BA	8 - 1BR/1BA 22 - 2BR/1BA
Property Location	Dededo	Dededo NCS Area	Dededo NCS Area	Mangilao	Tumon Heights
Occupancy Type	100% of project to HH earning 60% or less AMGI (Elderly)	100% of project to HH earning 60% or less AMGI	100% of project to HH earning 60% or less AMGI	100% of project to HH earning 60% or less AMGI (20% set aside for veterans, elderly, individuals with children and victims of domestic violence)	100% of project to HH earning 60% or less AMGI (20% set aside for veterans, elderly, individuals with children and victims of domestic violence)
Extended Use Period	61 years (15 year compliance period plus 46 years)	61 years (15 year compliance period plus 46 years)	61 years (15 year compliance period plus 46 years)	61 years (15 year compliance period plus 46 years)	61 years (15 year compliance period plus 46 years)
Developer has prior experience with LIHTC program	Yes	Yes	Yes	No	No
Project Details	2-Story Garden Style Multi-family apartment	15 distinct 2-story buildings	15 distinct 2-story buildings	4 2-story buildings	1 2-story building

	<p>Unit Amenities: Energy Star stove, refrigerator, LED lighting, water heater and typhoon shutters.</p> <p>Community Amenities: Community Center, Dining Area, Conference Room, Community Garden, Centralized Laundry Facility, Partnering with GCC Culinary Arts, Nursing, and Cosmetology Programs, UOG Agriculture, Public Health Services, and Todu Guam Foundation</p>	<p>Unit Amenities: Energy Star appliances, solar-powered water heaters; LED light fixtures; central air conditioning units; special glass windows to withstand typhoon wins; washer & dryer connections; parking stalls; outdoor patio; high-end kitchen cabinets; and solid-surface countertops</p> <p>Community Amenities: Open greenspace for communal gatherings; community center with meeting and function rooms; community areas, solar-powered streetlights; walking paths; playground (basketball court); perimeter fencing; CCTV and onsite security guards; state-of-the-art fitness center; onsite leasing and property management office</p>	<p>Unit Amenities: Energy Star appliances, solar-powered water heaters; LED light fixtures; central air conditioning units; special glass windows to withstand typhoon wins; washer & dryer connections; parking stalls; outdoor patio; high-end kitchen cabinets; and solid-surface countertops</p> <p>Community Amenities: Open greenspace for communal gatherings; community center with meeting and function rooms; community areas, solar-powered streetlights; walking paths; playground (basketball court); perimeter fencing; CCTV and onsite security guards; state-of-the-art fitness center; onsite leasing and property management office</p>	<p>Unit Amenities: Energy Start appliances, fully solar-powered, LED strip lighting, radon mitigation, granite table tops, wood-like plank tiles or granite flooring, floor to ceiling bedroom windows</p> <p>Community Amenities: Playground, Parking Lot, Community/Workforce Development Center, Garbage disposal</p>	<p>Unit Amenities: Energy Start appliances, fully solar-powered, LED strip lighting, radon mitigation, granite table tops, wood-like plank tiles or granite flooring, floor to ceiling bedroom windows</p> <p>Community Amenities: Playground, Parking Lot, Community/Workforce Development Center, Garbage disposal</p>
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	<p>Close proximity to employment hubs: restaurants, small businesses, military installations, retail stores, schools, hospitals, airport, and other government agencies</p> <p>Close proximity to educational facilities: elementary, middle, high schools and community colleges/universities</p>	<p>Close proximity to employment hubs such as the Guam Regional Medical Center, Micronesia Mall, Tumon Hotel/Resort employment center, Harmon Industrial and Camp Blaz</p> <p>Close proximity to educational facilities: Okkodo High School, As'Tumbo Middle School and As'Tumbo Elementary School and Ligan Elementary School</p>	<p>Close proximity to employment hubs such as the Guam Regional Medical Center, Micronesia Mall, Tumon Hotel/Resort employment center, Harmon Industrial and Camp Blaz</p> <p>Close proximity to educational facilities: Okkodo High School, As'Tumbo Middle School and As'Tumbo Elementary School and Ligan Elementary School</p>	<p>Close proximity to employment hubs: University of Guam and Guam Community College.</p> <p>Close proximity to educational facilities: Price elementary, GW high school, UOG and GCC</p>	<p>Close proximity to employment hubs: various retail stores, government agencies, healthcare facilities, hotels and restaurants</p> <p>Close proximity to educational facilities: public elementary, middle, and high schools</p>
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EXHIBIT T

STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement (the "Agreement") is as of made this 29th day of June, 2012 (the "Effective Date"), by Robert P. Salas (the "Seller") and Core Tech Development, LLC (the "Buyer") for the purchase of all outstanding shares of Tower 70, Inc., a Guam corporation ("Company").

RECITALS/FACTS BY SELLER

A. There are currently ONE HUNDRED THOUSAND (100,000) authorized shares of common stock of the Company, out of which one hundred (100) shares of which are issued and outstanding as of the date hereof .

B. The 100 shares of issued and outstanding stock of the Company are owned one hundred percent (100%) by the Seller.

C. Seller desires to sell one hundred percent (100%) of the outstanding shares of stock of the Company and the remaining unissued shares of the Company (the "Shares") to Buyer and Buyer desires to purchase the Shares on the terms and conditions set forth below.

D. There is only one person on the Board of Directors, and the sole Director hereby waive any right the Company may have pursuant to Article Six of the Articles of Incorporation of the Company to purchase the Shares.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereby agree as follows:

1. **Purchase and Sale.** For Ten Dollars and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby sells and transfers the Shares to Buyer. The transfer of the Shares shall be made effective as of June 29, 2012 (the "Effective Date").

2. **Closing.** The closing of the transfer contemplated hereby shall take place on the Effective Date, at a time and place agreed upon by the parties hereto. At the closing, the Seller shall deliver to the Buyer a certificate representing the Shares.

3. **Representations and Warranties of the Seller.** Each Seller, individually and not jointly, hereby represents and warrants to the Buyer as follows:

1. The Seller owns one hundred percent (100%) interest in the issued and outstanding shares of stock of the Company and, and no person or party, including, without limitation, any former stockholders, has any rights to Company interests, profits, assets or voting rights.

2. Seller has full right and authority to enter into this Agreement and to consummate the transaction described in this Agreement. This Agreement constitutes the valid and legally binding obligation of Seller and is enforceable against Seller in accordance with its terms. Neither the execution or delivery of this Agreement nor the performance of Seller's obligations under this Agreement violates, or will violate, any contract or agreement to which Seller is a party or by which Seller is otherwise bound.
3. The shares of stock to be purchased by Buyer are not subject to any lien or encumbrance and have not been pledged or offered as security by the Seller to any creditor or other party.
4. The issuance of the Shares have been duly authorized, and when issued, sold and delivered in accordance with the terms and for the consideration expressed herein, the Shares shall be validly issued, fully paid and non-assessable.
5. Each Seller has not and will not, while this Agreement is in effect, enter into any other option or contract of sale, or permit any lien or encumbrance upon the Shares without the prior written consent of the Buyer.
6. There are no actions, suits, claims or other proceedings (collectively, "Litigation") pending or, to Seller's knowledge, threatened against or relating to the Company, the Shares, this Agreement, or the contemplated transaction.
7. The only shareholder of the Company as of the date hereof is RPS. There are no outstanding options, warrants, rights to purchase, conversion privileges, exchange rights, subscriptions, calls, commitments or other rights of any character relating to any securities or share of stock of the Company.

4. **Representations and Warranties of the Buyer.** The Buyer represents and warrants to Company as follows:

1. The Buyer has been furnished with all documents and information about the Shares and the Company which the Buyer has requested and has had access to full and fair disclosure of all material information concerning the Shares and the Company, including but not limited to, the most recent financial statements of the Company, all material books and records of the Company, and all material contracts and documents relating to the Shares and the Company;
2. The Buyer has had the opportunity to ask questions of and receive answers from the Company concerning the Shares and the Company and to obtain any additional information necessary to verify the accuracy of the information furnished. In determining to purchase the Shares, the Buyer has relied only on the foregoing information and the documents reviewed during the Buyer's due diligence investigation of the Company and has not relied on any representations of the Company or its officers or directors other than any representations contained in this Agreement;

3. Other than a transfer in trust to his affiliates, the Buyer is acquiring the Shares for the Buyer's own account and not on behalf of other persons and the Buyer is acquiring the Shares for investment purposes only and not with a view to the resale or distribution thereof; the Buyer does not have any contract, agreement or arrangement with any person or entity to sell, transfer, or pledge to such person or entity the Shares which the Buyer is acquiring and the Buyer does not have any present plan to enter into any such contract, agreement or arrangement;

4. The Buyer recognizes that the information furnished by the Company does not constitute investment, accounting, legal or tax advice. The Buyer is relying on the Buyer's own professional advisors for such advice; and

5. The Buyer recognizes that the purchase of the Shares involves a high degree of risk and is suitable only for persons of adequate financial means who have no need for liquidity in this investment;

6. The Buyer acknowledges and agrees that (i) the Buyer may not be able to liquidate the investment in the event of an emergency; (ii) transferability of the Shares is extremely limited; and (iii) in the event of a dissolution, the Buyer could sustain a complete loss of the entire investment;

7. The Buyer is sufficiently experienced in financial and business matters to be capable of evaluating the merits and risks of an investment in the Company.

5. **Buyer Indemnification.** The Buyer agrees to indemnify and hold harmless Seller and Company and its officers and directors (the "Indemnified Parties") from and against any and all liabilities, costs, losses and expenses (including reasonable attorneys' fees) incurred by any of the Indemnified Parties as a result of any breach of or inaccuracy in any of the representations and warranties made by the Buyer herein.

6. **Seller Indemnification.** The Seller agrees to indemnify and hold harmless Buyer and Company and its officers and directors (the "Indemnified Parties") from and against any and all liabilities, costs, losses and expenses (including reasonable attorneys' fees) incurred by any of the Indemnified Parties as a result of any breach of or inaccuracy in any of the representations and warranties made by the Seller herein.

7. **Release of Buyer.** Without admitting or denying whether Buyer breached any agreement in connection with the purchase of the Land, application for tax credits, or the development of Tumon Heights Tower (collectively, the "TUMON TOWER AGREEMENT"), Seller and their affiliates (including their partners, members, managers, officers, employees, agents and successors, assigns, heirs, legal representatives or any other person or entity claiming a right through them) hereby release and forever discharge Buyer (including his successors, assigns, heirs, legal representatives or any other person or entity claiming a right through him) from any and all claims and causes of action of any nature whatsoever, whether in law or in equity, in connection with the TUMON TOWER AGREEMENT, commencing from the

beginning of time and continuing to the date of these presents. Seller further covenant and agree that they will forever refrain and forbear from commencing any suit, action, or proceeding against Buyer based on or connected with any matter released herein.

8. **Other Corporations.** The Company owns shares or interests in the following:
1. **Tower 70, LLC.** The Company owns 90% of the outstanding stock or interest of Tower 70, LLC, a Guam limited liability company. Tower 70, LLC is the developer of the Tumon Heights Tower project in Tamuning. The project is a "tax credit" project under the IRS rules.
 2. **Tower 70, LP.** The Company owns a portion of the interest of Tower 70, LP, a Guam limited liability company. Tower 70, LP is the applicant of the Tumon Heights Tower project in Tamuning. The project is a "tax credit" project under the IRS rules.

9. **General.**

1. **Expenses.** Each party to this Agreement will bear its respective expenses incurred in connection with the preparation, review, execution, and performance of this Agreement.
2. **Further Assurances.** The parties agree (i) to furnish upon request to each other such further information, (ii) to execute and deliver to each other such other documents, and (iii) to do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement and the documents referred to in this Agreement.
3. **Notices.** All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by facsimile (with written confirmation of receipt from sender's equipment), provided that a copy is mailed by certified mail, return receipt requested, or (c) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addresses and facsimile numbers set forth below (or to such other addresses and facsimile numbers as a party may designate by notice to the other parties):

Buyer: Core Tech Development LLC ("CTD")
500 Mariner Avenue Tiyan
Barrigada, Guam 96913

Seller: Robert P Salas
194 Old San Vitores Rd.
Tumon, Guam 96913

10. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings, oral or written, between the parties with respect to the subject matter hereof.

1. **Binding Effect.** This Agreement is binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

2. **Amendment; Modification.** This Agreement may not be amended or otherwise modified, except in writing signed by the party against whom such amendment or other modification is sought to be enforced. Further, no waiver of any rights under this Agreement shall be binding upon either party hereto, unless such waiver is in writing signed by the party against whom such waiver is sought to be enforced.

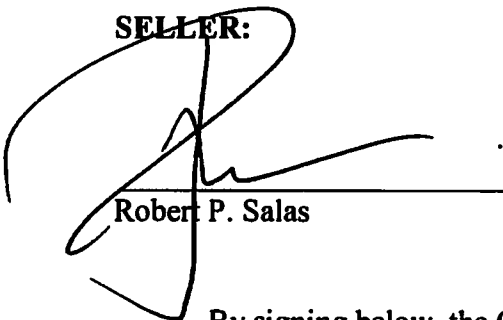
3. **Counterparts.** This Agreement may be executed in counterparts, and, when signed by all parties hereto, all such counterparts shall comprise and constitute one agreement. Delivery of executed signature pages hereof by facsimile transmission shall constitute effective and binding execution and delivery thereof.

4. **Governing Law.** This Agreement is entered into, and shall be governed by and construed in accordance with the laws of the Territory of Guam.

5. **Attorneys Fees.** In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

SELLER:



Robert P. Salas

BUYER:

Core Tech Development, LLC

By: 

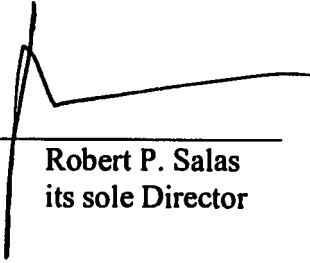
Ho Sang Eun,
Its president

By signing below, the Company hereby waives any right it may have under Article Six of the Articles of Incorporation of the Company to purchase the Shares and consents to the sale of the Shares by Seller to Buyer hereunder.

COMPANY

Tower 70, Inc., a Guam corporation

By: _____



Robert P. Salas
its sole Director

STOCK POWER

FOR VALUE RECEIVED, I, Robert P. Salas, hereby sell, assign, and transfer unto Core Tech Development LLC One Hundred Percent (100%) of the Shares of the Common Voting Stock of Tower 70, Inc. (the "Corporation"), standing in my name on the books of said Corporation represented by Certificate No. __, and do hereby irrevocably constitute and appoint Broad and Cassel attorney to transfer the said stock on the books of said Corporation with full power of substitution.

Dated effective as of the ____ day of June, 2012.



Robert P. Salas

STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement (the "Agreement") is as of made this 11th day of June, 2012 (the "Effective Date"), by and among Tower 70, Inc., a Guam corporation ("Company"), Keith L. Farrell ("KLF") and Woncheol Chang ("WCC") (collectively the "Seller") and Robert P. Salas (the "Buyer").

RECITALS

This Agreement is made with reference to the following facts:

A. There are currently _____ (____) authorized shares of common stock of the Company, one hundred (100) shares of which are issued and outstanding as of the date hereof .

B. The 100 shares of issued and outstanding stock of the Company are owned thirty-three and one-third percent (33.33%) by each of KLF, WCC and the Buyer.

C. Seller desires to sell sixty-six and two-thirds percent (66.67%) of the shares of stock of the Company (the "Shares") to Buyer and Buyer desires to purchase the Shares on the terms and conditions set forth below.

D. The Board of Directors intends to waive any right it may have pursuant to Article Six of the Articles of Incorporation of the Company to purchase the Shares.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereby agree as follows:

1. Purchase and Sale. For Ten Dollars and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby sells and transfers the Shares to Buyer. The transfer of the Shares shall be made effective as of June 15, 2012 (the "Effective Date").

2. Closing. The closing of the transfer contemplated hereby shall take place on the Effective Date, at a time and place agreed upon by the parties hereto. At the closing, the Seller shall deliver to the Buyer a certificate representing the Shares.

3. Representations and Warranties of the Seller. Each Seller, individually and not jointly, hereby represents and warrants to the Buyer as follows:

(a) Each Seller owns a one third interest in the issued and outstanding shares of stock of the Company and, and no person or party, including, without limitation, any former stockholders, has any rights to Company interests, profits, assets or voting rights.

(b) Seller has full right and authority to enter into this Agreement and to consummate the transaction described in this Agreement. This Agreement constitutes the valid and legally binding obligation of Seller and is enforceable against Seller in accordance with its

terms. Neither the execution or delivery of this Agreement nor the performance of Seller's obligations under this Agreement violates, or will violate, any contract or agreement to which Seller is a party or by which Seller is otherwise bound.;

(c) The shares of stock to be purchased by Buyer are not subject to any lien or encumbrance and have not been pledged or offered as security by the Seller to any creditor or other party.

(d) The issuance of the Shares have been duly authorized, and when issued, sold and delivered in accordance with the terms and for the consideration expressed herein, the Shares shall be validly issued, fully paid and non-assessable.

(e) Each Seller has not and will not, while this Agreement is in effect, enter into any other option or contract of sale, or permit any lien or encumbrance upon the Shares without the prior written consent of the Buyer.

(f) There are no actions, suits, claims or other proceedings (collectively, "Litigation") pending or, to Seller's knowledge, threatened against or relating to the Company, the Shares, this Agreement, or the contemplated transaction.

(g) The only shareholders of the Company as of the date hereof are KLF, WCC and the Buyer. There are no outstanding options, warrants, rights to purchase, conversion privileges, exchange rights, subscriptions, calls, commitments or other rights of any character relating to any securities or share of stock of the Company.

4. Representations and Warranties of the Buyer. The Buyer represents and warrants to Company as follows:

(a) The Buyer has been furnished with all documents and information about the Shares and the Company which the Buyer has requested and has had access to full and fair disclosure of all material information concerning the Shares and the Company, including but not limited to, the most recent financial statements of the Company, all material books and records of the Company, and all material contracts and documents relating to the Shares and the Company;

(b) The Buyer has had the opportunity to ask questions of and receive answers from the Company concerning the Shares and the Company and to obtain any additional information necessary to verify the accuracy of the information furnished;

(c) In determining to purchase the Shares, the Buyer has relied only on the foregoing information and the documents reviewed during the Buyer's due diligence investigation of the Company and has not relied on any representations of the Company or its officers or directors other than any representations contained in this Agreement;

(d) Other than a transfer in trust to his affiliates, the Buyer is acquiring the Shares for the Buyer's own account and not on behalf of other persons and the Buyer is acquiring the Shares for investment purposes only and not with a view to the resale or distribution thereof; the Buyer does not have any contract, agreement or arrangement with any

person or entity to sell, transfer, or pledge to such person or entity the Shares which the Buyer is acquiring and the Buyer does not have any present plan to enter into any such contract, agreement or arrangement;

(e) The Buyer recognizes that the information furnished by the Company does not constitute investment, accounting, legal or tax advice. The Buyer is relying on the Buyer's own professional advisors for such advice; and

The Buyer recognizes that the purchase of the Shares involves a high degree of risk and is suitable only for persons of adequate financial means who have no need for liquidity in this investment;

The Buyer acknowledges and agrees that (i) the Buyer may not be able to liquidate the investment in the event of an emergency; (ii) transferability of the Shares is extremely limited; and (iii) in the event of a dissolution, the Buyer could sustain a complete loss of the entire investment;

The Buyer is sufficiently experienced in financial and business matters to be capable of evaluating the merits and risks of an investment in the Company; and

The Buyer represents that he is an "accredited investor" as such term is defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933, as amended. Specifically, the Buyer is (initial appropriate items):

- _____ (i) An executive officer or director of the Company;
- _____ (ii) An individual having an individual net worth or a joint net worth with spouse at the time of purchase in excess of \$1,000,000; or
- _____ (iii) An individual whose net income was in excess of \$200,000 in each of the two most recent years, or whose joint income with spouse was in excess of \$300,000 in each of those years, and who reasonably expects his net income to reach such level in the current year.

5. Buyer Indemnification. The Buyer agrees to indemnify and hold harmless Seller and Company and its officers and directors (the "Indemnified Parties") from and against any and all liabilities, costs, losses and expenses (including reasonable attorneys' fees) incurred by any of the Indemnified Parties as a result of any breach of or inaccuracy in any of the representations and warranties made by the Buyer herein.

6. Seller Indemnification. The Seller agrees to indemnify and hold harmless Buyer and Company and its officers and directors (the "Indemnified Parties") from and against any and all liabilities, costs, losses and expenses (including reasonable attorneys' fees) incurred by any of the Indemnified Parties as a result of any breach of or inaccuracy in any of the representations and warranties made by the Seller herein.

7. Release of Buyer. Without admitting or denying whether Buyer breached any agreement in connection with the purchase of the Land, application for tax credits, or the

development of Tumon Heights Tower (collectively, the "TUMON TOWER AGREEMENT"), Seller and their affiliates (including their partners, members, managers, officers, employees, agents and successors, assigns, heirs, legal representatives or any other person or entity claiming a right through them) hereby release and forever discharge Buyer (including his successors, assigns, heirs, legal representatives or any other person or entity claiming a right through him) from any and all claims and causes of action of any nature whatsoever, whether in law or in equity, in connection with the TUMON TOWER AGREEMENT, commencing from the beginning of time and continuing to the date of these presents. Seller further covenant and agree that they will forever refrain and forbear from commencing any suit, action, or proceeding against Buyer based on or connected with any matter released herein.

8. Release of Seller. Without admitting or denying whether Seller breached any agreement in connection with the purchase of the Land, application for tax credits, or the development of Tumon Heights Tower (collectively, the "TUMON TOWER AGREEMENT"), Buyer, the Partnership and the Company (including their partners, members, managers, officers, employees, agents and successors, assigns, heirs, legal representatives or any other person or entity claiming a right through them) hereby release and forever discharge Seller (including his successors, assigns, heirs, legal representatives or any other person or entity claiming a right through him) from any and all claims and causes of action of any nature whatsoever, whether in law or in equity, in connection with the TUMON TOWER AGREEMENT, commencing from the beginning of time and continuing to the date of these presents. Buyer, Partnership and Company further covenant and agree that they will forever refrain and forbear from commencing any suit, action, or proceeding against Seller based on or connected with any matter released herein.

9. General.

(a) Expenses. Each party to this Agreement will bear its respective expenses incurred in connection with the preparation, review, execution, and performance of this Agreement.

(b) Further Assurances. The parties agree (i) to furnish upon request to each other such further information, (ii) to execute and deliver to each other such other documents, and (iii) to do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement and the documents referred to in this Agreement.

(c) Notices. All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by facsimile (with written confirmation of receipt from sender's equipment), provided that a copy is mailed by certified mail, return receipt requested, or (c) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addresses and facsimile numbers set forth below (or to such other addresses and facsimile numbers as a party may designate by notice to the other parties):

Buyer:

Robert P. Salas
LMS Guam
194 Old San Vitores Rd.
Tumon, Guam 96913

Seller:

Keith L. Farrell
275G Farenholt Avenue, PMB 180
Tumuning, Guam 96913

and

Woncheol Chang
P.O. Box 10268
Tamuning, Guam 96913:

Company:

Tower 70, Inc.
194 Old San Vitores Rd.
Tumon, Guam 96913
Attention: Robert S. Salas

with a copy to:

Broad and Cassel
390 N. Orange Avenue, Suite 1400
Orlando, Florida 32801
Attention: Gene E. Crick, Jr., Esq.

(d) Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings, oral or written, between the parties with respect to the subject matter hereof.

(e) Binding Effect. This Agreement is binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

(f) Amendment; Modification. This Agreement may not be amended or otherwise modified, except in writing signed by the party against whom such amendment or other modification is sought to be enforced. Further, no waiver of any rights under this Agreement shall be binding upon either party hereto, unless such waiver is in writing signed by the party against whom such waiver is sought to be enforced.

(g) Counterparts. This Agreement may be executed in counterparts, and, when signed by all parties hereto, all such counterparts shall comprise and constitute one agreement. Delivery of executed signature pages hereof by facsimile transmission shall constitute effective and binding execution and delivery thereof.

(h) Governing Law. This Agreement is entered into, and shall be governed by and construed in accordance with the laws of the Territory of Guam.

(i) Venue and Jurisdiction. The parties hereto submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that exclusive venue for any suit concerning this Agreement shall be the Territory of Guam.

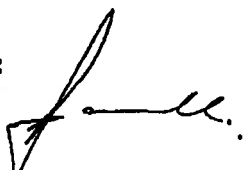
(j) Attorneys Fees. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal.

(k) Caveat. This Agreement was prepared by counsel to the Company. The Buyer and Seller are advised to seek independent legal counsel in connection with the their review of this Agreement. Execution of this Agreement by the Buyer and Seller shall be deemed to mean that the Buyer and Seller have obtained advice from independent legal counsel or has determined that such advice was not necessary.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

SELLER:

By:


Keith L. Farrel, individually

By:


Woncheol Chang, individually

BUYER:

By:


Robert P. Salas, individually

By signing below, the Company hereby waives any right it may have under Article Six of the Articles of Incorporation of the Company to purchase the Shares and consents to the sale of the Shares by Seller to Buyer hereunder.

COMPANY

Tower 70, Inc., a Guam corporation

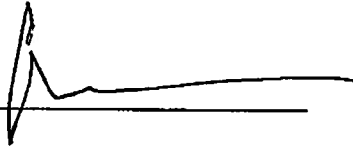
By: 
Its: _____

EXHIBIT U

RECEIVED
BY DRT
OCT 15 2024
4-39
GENERAL LICENSING &
REGISTRATION BRANCH

ROSEWOOD PARK L.L.C.
ARTICLES OF ORGANIZATION

Pursuant to the provisions of the Guam Limited Liability Company Act, as amended (the "Act"), **SALAS DEVELOPMENT L.L.C., TASI HOMES MANAGER CO, INC. and THE CHILDREN'S ARK INC.** (collectively, the "Members"), hereby certify as follows:

1. **NAME OF THE LIMITED LIABILITY COMPANY.** The name of the limited liability company formed hereby (the "L.L.C.") is **ROSEWOOD PARK L.L.C.**
2. **PERPETUAL EXISTENCE.** The L.L.C. shall have perpetual existence until dissolved in accordance with the Act.
3. **PURPOSE OF THE L.L.C.** The L.L.C. is to engage generally in the business of, directly or indirectly, through one or more entities: (i) owning and managing real property, (ii) such other activities as are related to or incidental to the foregoing, and (iii) all other business activity permitted under Guam law.
4. **PLACE OF BUSINESS AND REGISTERED OFFICE.** The L.L.C.'s registered office and place of business in Guam is 202 Hilton Road, PFM #7, Tumon, GU 96913.
5. **REGISTERED AGENT.** **ROBERT P. SALAS II**, whose mailing address is 202 Hilton Road, PFM #7, Tumon, GU 96913.
6. **PROPERTY CONTRIBUTIONS.** The total amount of cash contributed to the L.L.C. by the Members equals **ONE THOUSAND AND 00/100 DOLLARS (\$1,000.00)**.
7. **ADDITIONAL CONTRIBUTIONS.** Members may be obligated to make additional capital contributions to the L.L.C. in such amounts and at such times as may be determined by the Members of the L.L.C.
8. **ADMISSION OF MEMBERS.** There is no stated right of the Members to admit additional members.
9. **DISSOLUTION.** The L.L.C. shall be dissolved and its affairs wound up upon:
 - (a) The unanimous written agreement of all Members; or

(b) The death, retirement, resignation, expulsion, bankruptcy or dissolution of any Member of the L.L.C. or upon the occurrence of any other event which terminates the continued membership of a Member in the L.L.C., if and only if, within ninety (90) days after such event, the Members, acting unanimously, elect to discontinue the existence of the L.L.C. and the business thereof. If the election to discontinue the existence of the L.L.C. described in the immediately preceding sentence is not made, then the L.L.C. shall not be dissolved and its affairs shall not be wound up, and it shall remain in existence as a limited liability company under the laws of Guam.

10. **NAMES AND ADDRESSES OF MEMBERS.** The L.L.C. is to be managed by three members: **SALAS DEVELOPMENT L.L.C.**, whose mailing address is 202 Hilton Road, PFM #7, Tumon, GU 96913, **TASI HOMES MANAGER CO, INC.** whose mailing address is PMB 3932, PO Box 10001, Saipan, MP 96950, and **THE CHILDREN'S ARK INC.**, whose mailing address is 238 Marine Corps Drive, #202, Hagåtña, GU 96910.

11. **PERCENTAGE INTERESTS.** The representative percentage interests of the members are **SALAS DEVELOPMENT L.L.C.** - Eighty Nine percent (89%), **TASI HOMES MANAGER CO, INC.** - Ten percent (10%), and **THE CHILDREN'S ARK INC.** - One percent (1%).

IN WITNESS WHEREOF, the undersigned Members hereby affirm under the penalties of perjury that the facts stated herein are true and correct, this 15 day of October, 2024. These Articles of Organization may be executed in several counterparts and as so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all of the parties have not signed the same counterpart.

SALAS DEVELOPMENT L.L.C.
A GUAM LIMITED LIABILITY COMPANY

BY: [Signature]
NAME: _____
ITS: _____

TASI HOMES MANAGER CO, INC.
A CNMI CORPORATION

BY: [Signature]
NAME: _____
ITS: _____

THE CHILDREN'S ARK INC.
A GUAM NONPROFIT CORPORATION

BY: [Signature]
NAME: Leonard P. Campos
ITS: Managing Agent

ACKNOWLEDGMENTS

GUAM, USA)
) SS:
MUNICIPALITY OF)
Tumon)

ON THIS 15th day of October, 2024, before me, a notary public in and for Guam, personally appeared Robert P. Salas, known or identified to me to be the President of SALAS DEVELOPMENT L.L.C., a Guam limited liability company, whose name is subscribed to the foregoing ARTICLES OF ORGANIZATION, and acknowledged to me that he/she executed the same on behalf of said company, in such capacity, being fully authorized to do so, and for the uses and purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

VANESSA R. AGUON
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: FEB. 13, 2025
275G Farenholt Ave PMB 304 Tamuning, GU 96913

(Official signature and seal of notary public)



GUAM, USA)
) SS:
MUNICIPALITY OF)
Tumon)

ON THIS 15th day of October, 2024, before me, a notary public in and for Guam, personally appeared Robert P. Salas, known or identified to me to be the Secretary/Treasurer of TASI HOMES MANAGER CO, INC., a Guam corporation, whose name is subscribed to the foregoing ARTICLES OF ORGANIZATION, and acknowledged to me that he/she executed the same on behalf of said corporation, in such capacity, being fully authorized to do so, and for the uses and purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

VANESSA R. AGUON
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: FEB. 13, 2025
275G Farenholt Ave PMB 304 Tamuning, GU 96913

(Official signature and seal of notary public)



GUAM, USA)
) SS:
MUNICIPALITY OF)
 TAMUNING)

ON THIS 15TH day of OCTOBER, 2024, before me, a notary public in and for Guam, personally appeared LEONARD P. CAMPUS, known or identified to me to be the MANAGING AGENT of THE CHILDREN'S ARK INC., a Guam nonprofit corporation, whose name is subscribed to the foregoing ARTICLES OF ORGANIZATION, and acknowledged to me that he/she executed the same on behalf of said corporation, in such capacity, being fully authorized to do so, and for the uses and purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



(Official signature and seal of notary public)



JENNIFER D.S. MENDIOLA
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: **APR. 12, 2025**
1411 Palo San Vitores Road, Suite 303 Tamuning, Guam 96913-4232

ADDENDUM

**ROSEWOOD PARK L.L.C.
LIST OF MEMBERS, INITIAL CAPITAL CONTRIBUTION,
AND MEMBERSHIP INTERESTS**

MEMBER NAME, MAILING ADDRESS, TELEPHONE, AND EMAIL ADDRESS	INITIAL CAPITAL CONTRIBUTION	MEMBERSHIP INTEREST
SALAS DEVELOPMENT L.L.C. 202 Hilton Road, PFM #7 Tumon, GU 96913 Tel: (671) 688-8454 (Robert Salas II) Email: rob.salas@pfinguam.com	\$890.00	89%
TASI HOMES MANAGER CO, INC. PMB 3932, PO Box 10001 Saipan, MP 96950 Tel: (670) 234-7900 (Chieng Tan) Email: chiengt@gpccinc.com	\$100.00	10%
THE CHILDREN'S ARK INC. 238 Marine Corps Drive, #202 Hagåtña, GU 96910 Tel: (671) 479-9532 (Gina Campos) Email: thechildrensarkinc@gmail.com	\$10.00	1%

ROBERT P. SALAS II
202 Hilton Road, PFM #7
Tumon, GU 96913

October 10, 2024

VIA HAND DELIVERY

Ms. Marie Lizama
Acting Director
DEPARTMENT OF REVENUE & TAXATION
GOVERNMENT OF GUAM
1240 Route 16
Barrigada Heights, Guam 96913

RECEIVED
BY DRT
OCT 13 2024
4-39
GENERAL LICENSING &
REGISTRATION BRANCH

RE: ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT

Dear Ms. Lizama:

Pursuant to the provisions of § 7108, Title 18 Guam Code Annotated, I, **ROBERT P. SALAS II**, hereby, on behalf of Rosewood Park L.L.C. (the "Corporation"), accept the appointment by the Corporation as its registered agent to accept summons and process in all legal proceedings against the Corporation and of all notices affecting the Corporation. I am familiar with and accept the obligations of my position as such registered agent.

Very truly yours,



ROBERT P. SALAS II

EXHIBIT V

Panelist 1

2024 LIHTC Evaluation Committee Score Sheet

Evaluators Name: ERVIN S. SANTIAGO

Project Name: Summer Vista 2

	CRITERIA	POINTS	POINTS REQUESTED	POINTS GIVEN	COMMENTS
1	Project Location and Proximity	20	20	20	
2	Project Financial Feasibility/Viability	18	18	18	
3	Project Characteristics	12	12	12	
4	The populations served by the Project	15	15	15	
5	Developer, Owner, and Management Team experience and capacity	12	12	12	
6	The community support and involvement for the project and its impact on the neighborhood	5	5	5	

7	The affordability of the rents and the length of the affordability period	14	14	14	
8	Local/Federal Government support	2	2	0	
9	Qualified Non-Profit Organization	1	1	1	
10	Qualified Census Tract	2	2	0	
11	Replacement of existing public housing units	1	1	0	NO LOCAL COMMITMENT
12	Project will receive project-based rental assistance	1	0	0	
13	Historic nature of the project	1	0	0	

14	Developer Fee	7	1	1	
	Total Points	111	103	99	

Initials:



Date Completed:

Done list 2

2024 LIHTC Evaluation Committee Score Sheet

Evaluators Name: Phelomena San Nicolas

Project Name: Summer Vista 2

05-Summer Vista II DE, LLC - JUSTIFICATION OF POINTS

	CRITERIA	POINTS	POINTS REQUESTED	POINTS GIVEN	COMMENTS
1	TRANS -5 SHOP -5 MGP -5 Project Location and Proximity	20	20	20	Chalan Emo, Ukudu, Dededo
2	DCR - 1.25 -6 DCR - 3490 -6 Project Financial Feasibility/Viability	18	18	18	\$6,545,000 (10M) n.t. 3,272,000
3	layout -2 des/access -2 arch/inter -2 Project Characteristics	12	12	12	120 units - 1BR/1BA -24; 2BR/1BA -72; 3BR/2BA -18; 4BR/3BA -6 15 - 2-story bldgs
4	The populations served by the Project	15	15	15	HH earning 60% AMI - 60% families w/children HH special needs - 20% PWD, mental health, vets & seniors community center w/room, exercise fac, on-site mgmt, BBQ court, playground, rec areas, and off-street parking
5	DB EXP -6 Mgmt TEAM -6 Developer, Owner, and Management Team experience and capacity	12	12	12	Core Tech Dev LLC
6	The community support and involvement for the project and its impact on the neighborhood	5	5	5	

7	Renting - 8 Period length - 6 The affordability of the rents and the length of the affordability period pg 93	14	14	14	• 100% reserved for families earning 60% or less of AMI • extend another 4 days to 15 = 61
8	Local/Federal Government support pg 95	2	2	2	US Treasury COPI Fund - ATM
9	Qualified Non-Profit Organization pg 100	1	1	1	Core Tech, Summer Vista II Dev Inc partnered w/ @ Fedric (GFFI) - NPO
10	Qualified Census Tract pg 101	2	2	0	Qualified census tract no justification for community revitalization plan.
11	Replacement of existing public housing units pg 104	1	1	0	no PH to be replaced, not under PWD
12	Project will receive project-based rental assistance pg 105	1	0	0	not requesting
13	Historic nature of the project pg 106	1	0	0	no historic building

18
82
299

14	Developer Fee	7	1	1	fw - 14857b
	<i>18/10/11</i> Total Points	111	103	100	

Initials: DM
Date Completed: 11/10/2014

Panelist 3

2024 LIHTC Evaluation Committee Score Sheet

Evaluators Name: Monica Guerrero

Project Name: Summer Vista 2

	CRITERIA	POINTS	POINTS REQUESTED	POINTS GIVEN	COMMENTS
1	Project Location and Proximity	20	20	20	Close to amenities, transportation, medical facilities, education, & employment centers. Visual routed all dent.
2	Project Financial Feasibility/Viability	18	18	18	
3	Project Characteristics	12	12	12	
4	The populations served by the Project	15	15	15	
5	Developer, Owner, and Management Team experience and capacity	12	12	12	Experienced in completing LIHTC projects and meeting compliance requirements. Experienced management team. Well-organized documentation.
6	The community support and involvement for the project and its impact on the neighborhood	5	5	5	Strong community engagement strategy and education outreach. Promotes sustainable community living

7	The affordability of the rents and the length of the affordability period	14	14	14	
8	Local/Federal Government support	2	2	1	fy2024 Capital Magnet Fund (CMF) award amount is listed @ \$3.4M
9	Qualified Non-Profit Organization	1	1	1	
10	Qualified Census Tract	2	2	0	Did not locate community revitalization plan submitted to GHDRA. No qualified census tract for 2024
11	Replacement of existing public housing units	1	1	0	No commitment for public housing.
12	Project will receive project-based rental assistance	1	0	0	
13	Historic nature of the project	1	0	0	

14	Developer Fee	7	1	/	
	Total Points	111	103	<i>99</i>	

Initials: *SPM*
Date Completed: *11/18/2024*

Panelist 4

2024 LIHTC Evaluation Committee Score Sheet

Evaluators Name: Rob San Agustin
Project Name: Summer Vista 2

120

	CRITERIA	POINTS	POINTS REQUESTED	POINTS GIVEN	COMMENTS
1	Project Location and Proximity	20	20	16	-1 POINTS FOR EACH CATEGORY. DISTANCE IS CLOSE, HOWEVER ROADS ARE HEAVILY TRAFFICKED WITHOUT SIDEWALKS. FUTURE BUILDUP IN AREA WILL IMPROVE SCORES
2	Project Financial Feasibility/Viability	18	18	18	Few points given.
3	Project Characteristics	12	12	12	All spaces look adequate w/ good design, materials are standard for rental units.
4	The populations served by the Project	15	15	15	24 SPECIAL NEEDS UNITS. HOPEFULLY THESE ARE UTILIZED AS STATED. ACCESSIBLE DESIGN IS A PLUS.
5	Developer, Owner, and Management Team experience and capacity	12	12	12	NEW EXPERIENCED DEVELOPER
6	The community support and involvement for the project and its impact on the neighborhood	5	5	5	LOOK TO WORK W/ COC.

7	The affordability of the rents and the length of the affordability period	14	14	14	
8	Local/Federal Government support	2	2	2	
9	Qualified Non-Profit Organization	1	1	1	
10	Qualified Census Tract	2	2	2	
11	Replacement of existing public housing units	1	1	0	LIHTC IS CONSIDERED HHS APPROVED ACTIVITY? AND LIHTC IS NOT APPROVED.
12	Project will receive project-based rental assistance	1	0	✓	
13	Historic nature of the project	1	0	✓	

14	Developer Fee	7	1	1	
	Total Points	111	103	98 96	THE ONLY MARKDOWNS ARE FOR LOCATION WHICH CAN BE FULLY AWARDED w/ PLANNED FUTURE AREA DEVELOPMENT.

Initials: RA
Date Completed: Nov. 18, 2024

Panelist 3

2024 LIHTC Evaluation Committee Score Sheet

Evaluators Name: Nicole R. Alejandro

Project Name: Summer Vista 2

	CRITERIA	POINTS	POINTS REQUESTED	POINTS GIVEN	COMMENTS
1	Project Location and Proximity	20	20	20	Core Tech has covered all areas of the criteria requirement.
2	Project Financial Feasibility/Viability	18	18	18	Core Tech has covered all areas of the criteria requirement. GHURA admin monitoring fee.
3	Project Characteristics	12	12	10	The characteristics do not address a sustainable design that will withhold tropical storms/typhoons (ie typhoon shutters). Units = 120
4	The populations served by the Project	15	15	15	Special Needs (seniors, disability), Homeless and At Risk, Veterans, local residents.
5	Developer, Owner, and Management Team experience and capacity	12	12	12	No comment.
6	The community support and involvement for the project and its impact on the neighborhood	5	5	5	No comment.

7	The affordability of the rents and the length of the affordability period	14	14	14	No comment.
8	Local/Federal Government support	2	2	2	No comment.
9	Qualified Non-Profit Organization	1	1	1	No comment.
10	Qualified Census Tract	2	2	0	Guam has no Qualified Census Tract for 2024 and no revitalization plan was submitted.
11	Replacement of existing public housing units	1	1	0	There is no commitment for this category from the local PHA (GHURA).
12	Project will receive project-based rental assistance	1	0	0	#12 = 0pts, however, PBV is mentioned in the justification for criteria #11.
13	Historic nature of the project	1	0	0	No comment.

6/21/2024

14	Developer Fee	7	1	1	No comment.
	Total Points	111	103	98	

Initials: WPA
Date Completed: 11/18/24

EXHIBIT W

Panelist 1

2024 LIHTC Evaluation Committee Score Sheet

Evaluators Name: ERVIN S. SANTIAGO

Project Name: Summer Vista 3

	CRITERIA	POINTS	POINTS REQUESTED	POINTS GIVEN	COMMENTS
1	Project Location and Proximity	20	20	20	
2	Project Financial Feasibility/Viability	18	18	18	
3	Project Characteristics	12	12	12	
4	The populations served by the Project	15	15	15	
5	Developer, Owner, and Management Team experience and capacity	12	12	12	
6	The community support and involvement for the project and its impact on the neighborhood	5	5	5	

7	The affordability of the rents and the length of the affordability period	14	14	14	
8	Local/Federal Government support	2	2	1	
9	Qualified Non-Profit Organization	1	1	1	
10	Qualified Census Tract	2	2	0	LACKS DOCUMENTATION FOR OUT COMMUNITY REVITALIZATION PLAN
11	Replacement of existing public housing units	1	1	0	
12	Project will receive project-based rental assistance	1	0	0	
13	Historic nature of the project	1	0	0	

14	Developer Fee	7	1	1	
	Total Points	111	103		

Initials: _____
Date Completed: _____

Panelist 2

2024 LIHTC Evaluation Committee Score Sheet

Evaluators Name: Phylomena San Nicolas

Project Name: Summer Vista 3

	CRITERIA	POINTS	POINTS REQUESTED	POINTS GIVEN	COMMENTS
1	Project Location and Proximity	20	20	20	Chelan Emv, Ukuda, Dedeto
2	Project Financial Feasibility/Viability EXHIBIT 2 - Financing Doc	18	18	18	3,360,000 (2019) forward allocating VISTA 2 6545000
3	Project Characteristics project design - or	12	12	12	56 units - 1 BR/1BA - 12; 2BR/2BA - 36 3BR/2BA - 6; 4BR/2BA - 2 7-2 story bldgs
4	The populations served by the Project pg 58	15	15	15	HH - 60% AMI 20 60% fam w/children HH Spec Needs ²² 20% PWD, MH, vets, seniors Shared comstr w/comm room, exercise fac, on-site mgmt, BB comit, playground, rec areas, and off street parking
5	Developer, Owner, and Management Team experience and capacity EXHIBIT 1 - HIG DEV EXP EXHIBIT 6 - RESUMES pg 63	12	12	12	DEV - CORE TECH DEV, LLC OWN - CORE TECH DEV, LLC MGMT - CORE TECH DEV, LLC Juno Eun - 30 yrs prop mgmt; 19 yrs core tech
6	The community support and involvement for the project and its impact on the neighborhood pg 68	5	5	5	

EXHIBIT 3 - MARKET STUDY
EXHIBIT 4 - SITE CONTROL
EXHIBIT 5 - EXISTING NOTE

82

7	The affordability of the rents and the length of the affordability period <i>pg 92</i>	14	14	14	
8	Local/Federal Government support <i>pg 94</i>	2	2	2	
9	Qualified Non-Profit Organization <i>EXH 6- resume, pg 98</i> <i>EXH-7-NPO</i> <i>pg 99</i>	1	1	1	<i>Exam Facilities Foundation Inc (GFFI)</i>
10	Qualified Census Tract <i>pg 100</i>	2	2	0	<i>no justification for revitalization plan</i>
11	Replacement of existing public housing units <i>pg 103</i>	1	1	0	<i>RAD / public housing, what Amp</i>
12	Project will receive project-based rental assistance <i>pg 104</i>	1	0	0	<i>not requesting</i>
13	Historic nature of the project <i>pg 105</i>	1	0	0	<i>not requesting</i>

EXHIBIT 8- non-residential doc
EXHIBIT 9- operating proforma
ATTACHMENTS-

17
82
99

14	Developer Fee <i>pg 106</i>	7	1	1	
	Total Points	111	103	100	

Initials:

Date Completed:

psw
11/10/2014

Panelist 3

2024 LIHTC Evaluation Committee Score Sheet

Evaluators Name: Monica Guerrero

Project Name: Summer Vista 3

	CRITERIA	POINTS	POINTS REQUESTED	POINTS GIVEN	COMMENTS
1	Project Location and Proximity	20	20	20	Close to supermarkets, recreation, employment and healthcare facilities. Visual routes illustrated.
2	Project Financial Feasibility/Viability	18	18	18	
3	Project Characteristics	12	12	12	
4	The populations served by the Project	15	15	15	Demonstrates commitment to provide for general and special target populations in need.
5	Developer, Owner, and Management Team experience and capacity	12	12	12	Experienced and capable management team. Project proposal well-organized.
6	The community support and involvement for the project and its impact on the neighborhood	5	5	5	Strong community outreach strategy with sustainability component.

7	The affordability of the rents and the length of the affordability period	14	14	14	
8	Local/Federal Government support	2	2	1	<i>FY2024 Capital Magnet Fund (CMF) award amount is listed at \$3.4M</i>
9	Qualified Non-Profit Organization	1	1	1	
10	Qualified Census Tract	2	2	0	<i>Could not locate community revitalization plan for review by GHWPA. No qualified census tract identified for 2024</i>
11	Replacement of existing public housing units	1	1	0	<i>No commitment for public housing</i>
12	Project will receive project-based rental assistance	1	0	0	
13	Historic nature of the project	1	0	0	

14	Developer Fee	7	1	/	
	Total Points	111	103	99	

Initials:

Date Completed:

11/18/2024

Panelist 4.

2024 LIHTC Evaluation Committee Score Sheet

Evaluators Name: ROB SAN AGUSTIN

Project Name: Summer Vista 3

650

THE SAME SCORE IS GIVEN FOR BOTH SUMMER VISTA DEVELOPMENTS DUE TO ~~THE~~ SIMILAR DESIGN BUILDS BUT WITH ONLY A DIFFERENCE OF UNIT COUNT.

	CRITERIA	POINTS	POINTS REQUESTED	POINTS GIVEN	COMMENTS
1	Project Location and Proximity	20	20	16	SEE NOTES FOR SUMMER VISTA 2
2	Project Financial Feasibility/Viability	18	18	18	
3	Project Characteristics	12	12	12	
4	The populations served by the Project	15	15	15	
5	Developer, Owner, and Management Team experience and capacity	12	12	12	
6	The community support and involvement for the project and its impact on the neighborhood	5	5	5	

7	The affordability of the rents and the length of the affordability period	14	14	14	
8	Local/Federal Government support	2	2	2	
9	Qualified Non-Profit Organization	1	1	1	
10	Qualified Census Tract	2	2	2 ⁰	
11	Replacement of existing public housing units	1	①	①	LIHTC IS NOT P2A
12	Project will receive project-based rental assistance	1	0	/	
13	Historic nature of the project	1	0	/	

14	Developer Fee	7	1	1	
	Total Points	111	103	99 94	

Initials: JS
Date Completed: Nov 18, 2024

Panelist J.

2024 LIHTC Evaluation Committee Score Sheet

Evaluators Name: Nicole R. Alejandro

Project Name: Summer Vista 3

	CRITERIA	POINTS	POINTS REQUESTED	POINTS GIVEN	COMMENTS
1	Project Location and Proximity	20	20	20	Core Tech has covered all areas of the criteria requirement.
2	Project Financial Feasibility/Viability	18	18	18	Core Tech has covered all areas of the criteria requirement.
3	Project Characteristics	12	12	10	The characteristics do not address a sustainable design that will withhold tropical storms/typhoons (ie. typhoon shutters). Units = 56
4	The populations served by the Project	15	15	15	No comment.
5	Developer, Owner, and Management Team experience and capacity	12	12	12	No comment.
6	The community support and involvement for the project and its impact on the neighborhood	5	5	5	No comment.

7	The affordability of the rents and the length of the affordability period	14	14	14	No comment.
8	Local/Federal Government support	2	2	0	Noted financial support is the exact same support as noted in the Summer Vista II project proposal/application.
9	Qualified Non-Profit Organization	1	1	1	No comment.
10	Qualified Census Tract	2	2	0	Guam has no Qualified Census Tract for 2024 and no revitalization plan was submitted.
11	Replacement of existing public housing units	1	1	0	There is no commitment for this category from the local PHA (GHURA).
12	Project will receive project-based rental assistance	1	0	0	#12 = 0pts, however, PBV is mentioned in the justification for criteria #11.
13	Historic nature of the project	1	0	0	No comment.

Completed

14	Developer Fee	7	1	1	No comment.
	Total Points	111	103	96	

Initials: NRA.

Date Completed: 11/18/24

EXHIBIT X

Panelist 1

2024 LIHTC Evaluation Committee Score Sheet

Evaluators Name: ERVIN S. SANTIAGO

Project Name: Flores Rosa

	CRITERIA	POINTS	POINTS REQUESTED	POINTS GIVEN	COMMENTS
1	Project Location and Proximity	20	20	20	
2	Project Financial Feasibility/Viability	18	18	18	
3	Project Characteristics	12	12	12	
4	The populations served by the Project	15	15	15	
5	Developer, Owner, and Management Team experience and capacity	12	12	12	
6	The community support and involvement for the project and its impact on the neighborhood	5	5	5	

7	The affordability of the rents and the length of the affordability period	14	14	14	
8	Local/Federal Government support	2	1	1	
9	Qualified Non-Profit Organization	1	1	1	
10	Qualified Census Tract	2	1	0	
11	Replacement of existing public housing units	1	0	0	
12	Project will receive project-based rental assistance	1	0	0	
13	Historic nature of the project	1	0	0	

14	Developer Fee	7	7	7	
	Total Points	111	106	105	

Initials: _____
Date Completed: _____

Panelist 2

2024 LIHTC Evaluation Committee Score Sheet
 Evaluators Name: Philomena San Nicolas
 Project Name: 5 Flores Rosa

	CRITERIA	POINTS	POINTS REQUESTED	POINTS GIVEN	COMMENTS
1	Project Location and Proximity <i>pg 12 pp 21-22</i>	20	20	20	TUMON HTS public transp, grocery store, shopping, health care facilities, employment hubs) · BRTA / STROUEN · WITHIN 5 miles
2	Project Financial Feasibility/Viability <i>pg 23</i>	18	18	18	1,793,120 2015 - 18749070
3	Project Characteristics <i>pg 24-27</i>	12	12	12	30 units - 8 1.BR; 22 2.BR; 4 2-story bldgs start 6/2025 (cd 8/2027) community bldg w/ on-site mgmt, a business ctr, space w/ common areas, playground, 33 parking garden
4	The populations served by the Project <i>pp 28-29</i>	15	15	15	Family 6 (20%) - vets, old, fam w/ child needs, DV, special needs (ment)
5	Developer, Owner, and Management Team experience and capacity <i>EXH 1, pg 42 pp 30-</i>	12	12	12	Salas development LLC Tara Homes Mgr Corp children's Ark (NPO) REMAX 2011 Guam 2012 Saipan
6	The community support and involvement for the project and its impact on the neighborhood <i>appendix - letters</i>	5	5	5	

same concept as Rosewood Park

Market Study, EX 3, pg 67-261

7	Appendix, pg 455 The affordability of the rents and the length of the affordability period pg 36	14	14	14 ✓	
8	EXH 2, pg 45 Local/Federal Government support UGDA 538 pg 37	2	1	1	
9	EXH 7, NPO, pg 434-448 Qualified Non-Profit Organization pg 38	1	1	1 ✓	children's Ark
10	Qualified Census Tract pg 39	2	1	0 ✓	difficult to develop area (DDA) will serve the same purpose as a C.T. "STATUTORILY MANDATED DESIGNATION OF DDA" OCT 2024
11	Replacement of existing public housing units pg 40	1	0	0	none claimed
12	Project will receive project-based rental assistance pg 40	1	0	0	none claimed.
13	Historic nature of the project pg 40	1	0	0	none claimed.

SITE CONTROL, EX 4, pg 262-383
EXISTING NOTE, EX 5, pg 384-385
RESUME/BACKGROUND, EX 6, pg 386-433

Non-Residential, EX 8, pg 449, pg 34
operating pro forma, EX 9, pg 451, ⁴⁵⁷ pg 43
appendix, pg 455

- 450
su

14	Developer Fee py41	7	7	7	
	Total Points	111	106	105	

Initials: ASW
Date Completed: 11/12/2024

Panelist 3

2024 LIHTC Evaluation Committee Score Sheet

Evaluators Name: Monica Guerrero

Project Name: Flores Rosa

	CRITERIA	POINTS	POINTS REQUESTED	POINTS GIVEN	COMMENTS
1	Project Location and Proximity	20	20	20	Close proximity to public transportation, health care facilities, shopping and employment
2	Project Financial Feasibility/Viability	18	18	18	
3	Project Characteristics	12	12	12	Functional design and space efficient. Incorporates energy efficient appliances and sustainable materials
4	The populations served by the Project	15	15	15	
5	Developer, Owner, and Management Team experience and capacity	12	12	12	Experienced in project development and LIHTC project completion
6	The community support and involvement for the project and its impact on the neighborhood	5	5	5	Engagement with local stakeholders and gathering input to align with community needs evident. Educational outreach and local partnerships provide opportunities for improved services and benefits.

7	The affordability of the rents and the length of the affordability period	14	14	14	
8	Local/Federal Government support	2	1	1	
9	Qualified Non-Profit Organization	1	1	1	
10	Qualified Census Tract	2	1	0	No qualified census tract identified.
11	Replacement of existing public housing units	1	0	0	
12	Project will receive project-based rental assistance	1	0	0	
13	Historic nature of the project	1	0	0	

14	Developer Fee	7	7	7	
	Total Points	111	106	105	

Initials:

Date Completed:

JS

11/18/2024

Panelist 4

2024 LIHTC Evaluation Committee Score Sheet

Evaluators Name: ROB SANDAGUSTIA

Project Name: Flores Rosa

30 v

	CRITERIA	POINTS	POINTS REQUESTED	POINTS GIVEN	COMMENTS
1	Project Location and Proximity	20	20	20	GREAT LOCATION AND CENTRAL VILLAGE w/ AMENITIES WALKING DISTANCE.
2	Project Financial Feasibility/Viability	18	18	18	
3	Project Characteristics	12	12	12	22 - 2BR 8 - 1BR
4	The populations served by the Project	15	15	15	20 UNITS = 6 UNITS FOR SPECIAL POPULATIONS.
5	Developer, Owner, and Management Team experience and capacity	12	12	8	SEE NOTES FOR ROSEWOOD. NEW LIHTC APPLICANT BUT CONFIDENT THEY CAN FULFILL MISSION.
6	The community support and involvement for the project and its impact on the neighborhood	5	5	5	

Project #

7	The affordability of the rents and the length of the affordability period	14	14	14	
8	Local/Federal Government support	2	1	1	
9	Qualified Non-Profit Organization	1	1	1	
10	Qualified Census Tract	2	1	0	
11	Replacement of existing public housing units	1	0	✓	
12	Project will receive project-based rental assistance	1	0	✓	
13	Historic nature of the project	1	0	✓	

14	Developer Fee	7	7	7	
	Total Points	111	106	102 101	AS WITH OTHER APP. THE ONLY MARKDOWN WAS FOR DEVELOPER EXPERIENCE AS THEY ARE A NEW LITC APPLICANT.

Initials: DF

Date Completed: NOVEMBER 18, 2024

Panelist 5

2024 LIHTC Evaluation Committee Score Sheet

Evaluators Name: Nicole R. Alejandro

Project Name: Flores Rosa

	CRITERIA	POINTS	POINTS REQUESTED	POINTS GIVEN	COMMENTS
1	Project Location and Proximity	20	20	20	Various modes of transportation are available near the proposed location.
2	Project Financial Feasibility/Viability	18	18	18	No comment.
3	Project Characteristics	12	12	12	Addresses the unit safety to address storms by installing typhoon proof windows. Units = 30
4	The populations served by the Project	15	15	15	Elderly, Veterans, Special Needs, DV Survivors, Individuals with Children.
5	Developer, Owner, and Management Team experience and capacity	12	12	12	No comment.
6	The community support and involvement for the project and its impact on the neighborhood	5	5	5	Community support initiatives align with all their populations the project will serve. Tenant feedback mechanisms are valued.

7	The affordability of the rents and the length of the affordability period	14	14	14	No comment.
8	Local/Federal Government support	2	1	1	Various local support groups submitted official letters express their support for this organization pursue the grant.
9	Qualified Non-Profit Organization	1	1	1	No comment.
10	Qualified Census Tract	2	1	0	Guam has no Qualified Census Tract for 2024.
11	Replacement of existing public housing units	1	0	0	No comment.
12	Project will receive project-based rental assistance	1	0	0	No comment.
13	Historic nature of the project	1	0	0	No comment.

Completed 2/2

14	Developer Fee	7	7	7	No comment.
	Total Points	111	106	105	

Initials: NRA
Date Completed: 11/18/24

EXHIBIT Y

Panelist 1

2024 LIHTC Evaluation Committee Score Sheet

Evaluators Name: ERWIN S SANTIAGO

Project Name: Rosewood Parks

	CRITERIA	POINTS	POINTS REQUESTED	POINTS GIVEN	COMMENTS
1	Project Location and Proximity	20	20	20	
2	Project Financial Feasibility/Viability	18	18	18	
3	Project Characteristics	12	12	12	
4	The populations served by the Project	15	15	15	
5	Developer, Owner, and Management Team experience and capacity	12	12	12	
6	The community support and involvement for the project and its impact on the neighborhood	5	5	5	

7	The affordability of the rents and the length of the affordability period	14	14	14	
8	Local/Federal Government support	2	1	1	
9	Qualified Non-Profit Organization	1	1	1	
10	Qualified Census Tract	2	1	0	NO COMMUNITY REVITALIZATION PLAN NO QUALIFIED CENSUS TRACT
11	Replacement of existing public housing units	1	0	0	
12	Project will receive project-based rental assistance	1	0	0	
13	Historic nature of the project	1	0	0	

14	Developer Fee	7	2	2	
	Total Points	111	101	100	

Initials: 
Date Completed: _____

Panelist 2

2024 LIHTC Evaluation Committee Score Sheet

Evaluators Name: Philomena San Nicolas
 Project Name: 4 Rosewood Parks

2022-2023 - 3,185,000
 2023-2024 - 3,360,000
6,545,000

	CRITERIA	POINTS	POINTS REQUESTED	POINTS GIVEN	COMMENTS
1	Project Location and Proximity <i>pg 27</i>	20	20	20	Mangilad
2	Project Financial Feasibility/Viability <i>EX 2, financing, pg 46</i>	18	18	18	4,751,879 (new) 1,600,000 land
3	Project Characteristics <i>Appendix, pg 407</i> <i>pg 24</i> <i>pg 25</i>	12	12	12	76 units - 12 1BR; 64 2BR playground, childcare services, community center
4	The populations served by the Project <i>pg 29</i>	15	15	10	Family 15 (20%) - vets, old, ind w/children, DV, no special needs for mental health
5	Developer, Owner, and Management Team experience and capacity <i>EX 4, Experience, pg 43</i> <i>EX 1, EX 2, pg 43</i> <i>pg 31</i>	12	12	12	Salas Development LLC Taxihome Manager Children's Ark (NPO)
6	The community support and involvement for the project and its impact on the neighborhood <i>Appendix, pg 407</i> <i>pg 34</i>	5	5	5	

same concept as Flower Plaza

71

EX 5, EXISTING NOTE, ETC, pg 330
 EX 6, resume, pg 332

EX 3, Marketing Study, pg 68
 EX 4, site control, pg 272

7	Appendix, pg 402 The affordability of the rents and the length of the affordability period pg 37	14	14	14	
8	EX 2, pg 46 Local/Federal Government support pg 38	2	1	1	
9	EX 7, NPO, pg 380 Qualified Non-Profit Organization pg 39	1	1	1	The children's file
10	Appendix, pg 402 Qualified Census Tract pg 40	2	1	0	difficult to develop (CDA) will serve the same purpose as a QCT. *statutorily, mandated designation by DDA (QCT 2014)
11	Replacement of existing public housing units pg 41	1	0	0	no points claimed
12	Project will receive project-based rental assistance pg 41	1	0	0	no points claimed
13	Historic nature of the project pg 41	1	0	0	no points claimed

EX 8 - non-residential doc, pg 396, see pg 34
EX 9 - operating proforma, pg 398, see pg 43
appendix, pg 402

17
22
94

14	Developer Fee <i>1242</i>	7	2	<i>2</i>	
	Total Points	111	101	<i>195</i>	

Initials: *psw*
Date Completed: *11/17/2024*

Panelist 3

2024 LIHTC Evaluation Committee Score Sheet

Evaluators Name: Monica Guerrero

Project Name: Rosewood Parks

	CRITERIA	POINTS	POINTS REQUESTED	POINTS GIVEN	COMMENTS
1	Project Location and Proximity	20	20	20	Site location accessible to public transportation, grocery shopping, medical facilities, employment opportunities
2	Project Financial Feasibility/Viability	18	18	18	
3	Project Characteristics	12	12	12	Unit layout spacious promoting energy efficiency and sustainable durable materials; typhoon proof windows highlighted and safeguards unit
4	The populations served by the Project	15	15	15	
5	Developer, Owner, and Management Team experience and capacity	12	12	12	Experienced and demonstrates capacity in project development on LIHTC properties and completion adhering to compliance requirements
6	The community support and involvement for the project and its impact on the neighborhood	5	5	5	Community Engagement Strategy and Education Outreach clearly identified with alignment with local organizations

7	The affordability of the rents and the length of the affordability period	14	14	14	
8	Local/Federal Government support	2	1	1	
9	Qualified Non-Profit Organization	1	1	1	
10	Qualified Census Tract	2	1	0	No qualified census tract identified.
11	Replacement of existing public housing units	1	0	0	
12	Project will receive project-based rental assistance	1	0	0	
13	Historic nature of the project	1	0	0	

14	Developer Fee	7	2	2	
	Total Points	111	101	100	

Initials:

Date Completed:

AM

11/18/2024

Panelist 4

2024 LIHTC Evaluation Committee Score Sheet

Evaluators Name: ROS SAN AGUSTIN
Project Name: Rosewood Parks

760 MANGLADAO NEAR GW

	CRITERIA	POINTS	POINTS REQUESTED	POINTS GIVEN	COMMENTS
1	Project Location and Proximity	20	20	20	Few points given for location. There is proximity to an roads of households.
2	Project Financial Feasibility/Viability	18	18	18	
3	Project Characteristics	12	12	12	MUCH MORE 1 & 2 BR UNITS
4	The populations served by the Project	15	15	15	15 UNITS FOR SPECIAL POPS.
5	Developer, Owner, and Management Team experience and capacity	12	12	8 12 PM	NEW DEVELOPER FOR LIHTC PROJECTS. 4 PTS. FOR DEVELOPER AND 4 PTS FOR MGMT. TEAM.
6	The community support and involvement for the project and its impact on the neighborhood	5	5	5	

7	The affordability of the rents and the length of the affordability period	14	14	14	
8	Local/Federal Government support	2	1	1	
9	Qualified Non-Profit Organization	1	1	1	
10	Qualified Census Tract	2	1	0	AWARDED AS REQUESTED.
11	Replacement of existing public housing units	1	0	/	
12	Project will receive project-based rental assistance	1	0	/	
13	Historic nature of the project	1	0	/	

P-72/1000

14	Developer Fee	7	2	2	
	Total Points	111	101	97 96	BECAUSE THEY ARE A NEW LIHTC APPLICANTS, Few POINTS NOT AWARDED FOR THAT CATEGORY, BUT CONFIDENT VENDOR HAS A GOOD PLAN.

Initials: RC
Date Completed: NOV. 18, 2024

Panelist 5

2024 LIHTC Evaluation Committee Score Sheet

Evaluators Name: Nicole R. Alejandro

Project Name: Rosewood Parks

	CRITERIA	POINTS	POINTS REQUESTED	POINTS GIVEN	COMMENTS
1	Project Location and Proximity	20	20	20	Limited healthcare facilities, however, various modes of transportation are available.
2	Project Financial Feasibility/Viability	18	18	18	No comment.
3	Project Characteristics	12	12	12	Typhoon proof windows are addressed. Units = 76
4	The populations served by the Project	15	15	15	Individuals with Children, Elderly, Veterans, Special Needs, DV Survivors.
5	Developer, Owner, and Management Team experience and capacity	12	12	12	Experience with building LIHTC buildings. Local partnerships to support the local economy.
6	The community support and involvement for the project and its impact on the neighborhood	5	5	5	Livelihoods of residents are taken into consideration by keeping the grounds low-maintenance and hassle-free. Strategic partnerships for community programs that pertain to the project's population. Tenant feedback mechanisms are valued.

7	The affordability of the rents and the length of the affordability period	14	14	14	Considered trends in the market and rents for similiar projects.
8	Local/Federal Government support	2	1	1	Various local support groups submitted official letters express their support for this organization pursue the grant.
9	Qualified Non-Profit Organization	1	1	1	No comment.
10	Qualified Census Tract	2	1	0	Guam has no Qualified Census Tract for 2024.
11	Replacement of existing public housing units	1	0	0	No comment.
12	Project will receive project-based rental assistance	1	0	0	No comment.
13	Historic nature of the project	1	0	0	No comment.

Completed

14	Developer Fee	7	2	2	No comment.
	Total Points	111	101	100	

Initials: NCA.

Date Completed: 11/18/2024

EXHIBIT Z

2024 QAP

CRITERIA JUSTIFICATION

Flores Rosa
Gardens



	CRITERIA	POINTS
1	Project Location and Proximity	20
2	Project Financial Feasibility/Viability	18
3	Project Characteristics	12
4	The populations served by the Project	15
5	Developer, owner, and management team experience and capacity	12
6	The community support and involvement for the project and its impact on the neighborhood	5
7	The affordability of the rents and the length of the affordability period	14
8	Local/Federal Government Support	2
9	Qualified Non-Profit Organization	1
10	Qualified Census Tract	2
11	Replacement of existing public housing units	1
12	Project will receive project-based rental assistance	1
13	Historic Nature of the Project	1
14	Developer Fee	7

CRITERIA SCORE SHEET

SCORING SUMMARY

As listed in the QAP and application, the above is the maximum total points that can be awarded for an application through 14 listed criteria. This amounts to 111 points and GHURA has stated that 77 points is the minimum that an application must be awarded in order to be considered. The following pages will list our justification for each criteria.

SCORING THRESHOLDS



Criteria 1. (20 Points) Project Location and Proximity

The location of the project and its proximity to amenities, services, transportation, and jobs will have an impact on the quality of life and economic opportunities for low-income households. Please note this criterion consists of four subcategories: (1) proximity to public transportation; (2) proximity to grocery stores; (3) proximity to health care facilities; and (4) proximity to employment hubs. Each subcategory will be worth up to 5 points, depending on the distance from the proposed location to the nearest amenity or service. Distance is measured by driving distance using Google maps or a similar service. Please provide evidence through the market study. Points will be awarded as follows:

Subcategory	Distance	Points Available	Points Requested
Public Transportation	Less than 5 miles 5 – 10 miles 10 – 15 miles More than 15 miles	5 Points 4 Points 3 Points 0 Points	5 Points
Grocery Store/Shopping	Less than 5 miles 5 – 10 miles 10 – 15 miles More than 15 miles	5 Points 4 Points 3 Points 0 Points	5 Points
Health Care Facilities	Less than 5 miles 5 – 10 miles 10 – 15 miles More than 15 miles	5 Points 4 Points 3 Points 0 Points	5 Points
Employment Hubs	Less than 5 miles 5 – 10 miles 10 – 15 miles More than 15 miles	5 Points 4 Points 3 Points 0 Points	5 Points

JUSTIFICATION

Flores Rosa’s prime location places it in close proximity to a number of categories that will have a direct positive impact on their tenant’s quality of life and opportunities. Please see the location here. <https://maps.app.goo.gl/T2wvTYNSotYwHWwW6>



Public Transportation (5 points requested)

Public transportation in Tumon is generally the best around the island. Flores Rosa is strategically placed just a mile away from the Hilton Hotel, which is a pickup point for GRTA's Blueline 1 service. Blueline 1 consists of multiple stops in Tumon and Tamuning as well as Hagatna, offering users a reliable form of communication should they not own a vehicle of their own. Blueline 1 stops at notable stops including GMH, Guam Medical Plaza, ITC, GTA, Micronesia Mall, Public Health, Cost-U-Less and GPO just to name a few locations.

Additionally, Tumon is one of the more common destinations for individuals who use ride sharing services like Stroll Guam on island, so tenants who wish to avail of that service will find an easier time in our location than most other villages.

Grocery Store/Shopping (5 points requested)

Residents of Flores Rosa have no shortage of options when it comes to grocery store or shopping options. GPO is just 1.5 miles away and Cost-U-Less and Tokyo Mart are a block away from that. Oka Payless, Oka Pika Deli and Parisco are 2.2 miles away. If residents prefer options to the north, they are in walking distance of Submarina, Papa John's, McDonald's and the Village of Donki. There are also a number of gas stations along the way.

Tumon is also a 10 minute walk away, with plentiful options when it comes to dining.

Health Care Facilities (5 points requested)

If access to health care facilities is a priority, tenants will love the location of Flores Rosa. Guam Seventh-Day Adventist Clinic is merely half a mile away and just a 10-minute walk. Guam Memorial Hospital is just two miles away and a 7-minute drive from Flores Rosa Gardens.

Should tenants be looking for alternative child care, the Pediatrics and Adolescent's Clinic is located 1.8 miles away at the Baltej Plaza. There are no shortage of health care options, including Mega Drug and a number of gyms like 23 Fitness and Steel Athletics also located along Route 14.

Employment Hubs (5 points requested)

Flores Rosa Gardens is located with close proximity to three major employment hubs: Tumon, Route 14 and Hagatna. Both Tumon and Route 14 are within a mile from Flores Rosa making employment attractive for residents. Skinner Plaza in Hagatna is just 3.8 miles away and is a brisk 12-minute drive.

Close proximity to transportation, shopping, health care and employment make Flores Rosa an attractive place to live regardless of income status.

20 total points requested.

Criteria 2. (18 Points) Project Financial Feasibility/Viability

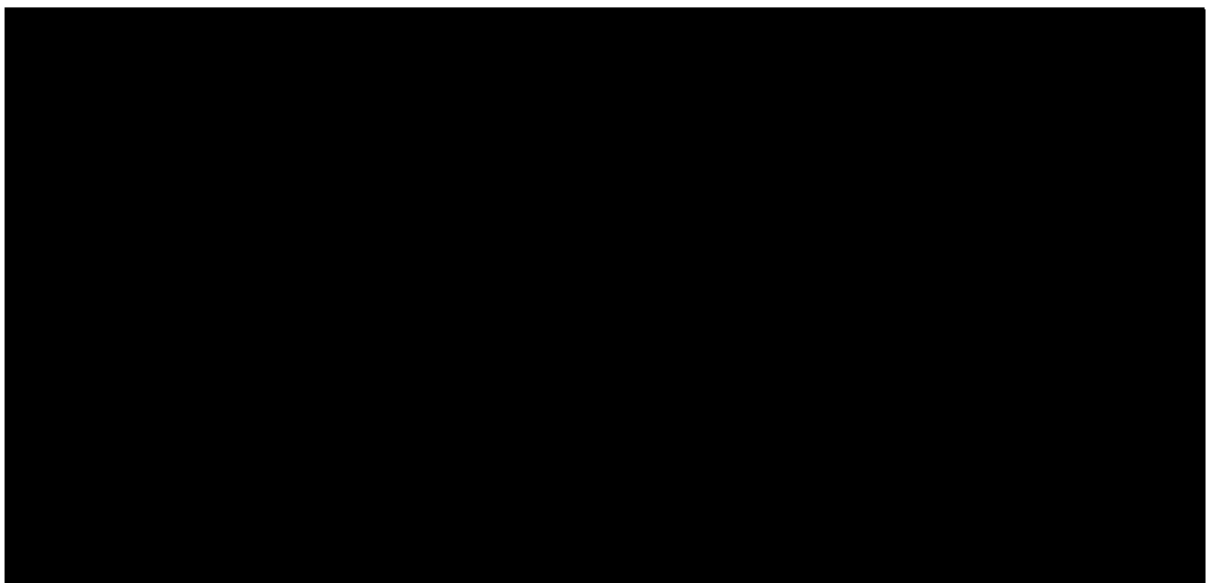
The financial feasibility and viability of the project and its sources and uses of funds helps ensure that project is economically sound, has sufficient funding resources, and can sustain its operations and affordability over time. Applicants should consider including commitment letters, letters of interest or term sheets from experienced LIHTC investors. This criterion is worth 18 points and will consist of three subcategories: (1) debt coverage ratio; (2) operating expense ratio; and (3) sources and uses of funds. The points are awarded as follows:

Subcategory	Standard or Benchmark	Points Available	Points Requested
Debt Coverage Ratio	The ratio of net operating income to debt service payments. A higher ratio indicates ability to repay debt.	6 points for a ratio 1.2 4 points for a ratio between 1.15 and 1.19 2 points for a ratio between 1.10 and 1.14 0 points for a ratio below 1.10	6 Points
Operating Expense ratio	The ratio of operating expenses to effective gross income. A lower ratio indicates greater efficiency in managing costs.	6 points for a ratio 45% 4 points for a ratio between 46% and 50% 2 points for a ratio between 51% and 55% 0 points for a ratio above 55%	6 Points
Sources and uses of funds	The amount and type of funding sources and how they are allocated to different project costs. A higher percentage of equity indicates greater financial strength and commitment.	6 points for percentage of equity above 80% 4 points for percentage of equity between 70% and 80% 2 points for percentage of equity between 60% and 70% 0 points for percentage of equity below 60%	6 Points

JUSTIFICATION

Flores Rosa's financial feasibility shows that it is economically sound and can sustain its operations over time. As such, Flores Rosa should be awarded full points.

18 total points requested.



Criteria 3. (12 Points) Project Characteristics

The design and quality of the project are important in providing affordable housing that is attractive, functional, durable and comfortable for the residents and the community. The energy efficiency, accessibility, and sustainability features of a project are important for reducing the environmental impact of the housing, lowering the operating costs, and enhancing the health and well-being of the residents. Projects are encouraged to incorporate as much features as possible.

Subcategory	Description	Points Available	Points Requested
Unit Layout/Space Efficiency	Efficient floor plans that maximize usable space, adequate storage space in each unit, optimal natural lighting and ventilation, and innovative design solutions to optimize small spaces. 80% of the project should consist of 1-to-2-bedroom units.	2 points	2 Points
Universal Design and Accessibility	Barrier-free access to units and common areas, adherence to accessibility guidelines for doorways, hallways, and bathroom, and inclusion of adaptive design features for individuals with disabilities. If development is a multi-family multi-story project, ground level units should incorporate designs for individual with disabilities.	2 points	2 Points
Architectural Compatibility and Neighborhood Integration	Design that complements the existing architectural style of the neighborhood; use of materials and colors that blend well with the surroundings; and engagement with community stakeholders to incorporate their feedback.	2 points	2 Points
Energy Efficiency and Sustainability Design	Integration of energy-efficient building envelope and insulations, specification of high-efficiency HVAC systems and lighting, incorporation of renewable energy generation systems, and use of sustainable materials and construction practices. Projects are encouraged to incorporate green building certifications i.e. energy efficiency, LEED certifications and should provide evidence.	2 points	2 Points
Community Spaces and Amenities	Provision of common areas for social interaction and communication, inclusion of amenities such as playgrounds, gardens, or fitness facilities.	2 points	2 Points
Durability and Maintenance	Selection of high-quality construction materials and finishes and implementation of durable and low maintenance building systems.	2 points	2 Points

JUSTIFICATION

Flores Rosa Gardens is a pioneering affordable housing development designed to set a new standard for quality and sustainability. This project emphasizes the importance of attractive, functional, and durable housing that not only meets the needs of residents but also harmonizes with the community and environment. With a strong focus on energy efficiency, accessibility, and innovative design, Flores Rosa Gardens aims to reduce environmental impact, lower operating costs, and enhance the health and well-being of its residents. This summary outlines the comprehensive design and quality features that make Flores Rosa Gardens deserving of full points in all evaluation criteria

Unit Layout/Space Efficiency(2 points requested)

Maximized Usable Space

Flores Rosa Gardens has been designed with open-concept floor plans that maximize usable living space, providing residents with comfortable and functional homes. Units feature a sizeable use of the 913 sq ft and 618 sq ft found in 2 bedroom and 1 bedroom units respectively.

Adequate Storage

Each unit includes built-in storage solutions such as closets, cabinets, and shelving to ensure residents have ample space to store their belongings, promoting organized and clutter-free living.

Natural Lighting and Ventilation

Large floor to ceiling windows are strategically placed to ensure optimal natural lighting and ventilation in every unit, creating a bright, airy, and healthy living environment.

Innovative Design Solutions:

Smart space-saving designs, and efficient kitchen layouts are incorporated to optimize the use of small spaces, enhancing livability without sacrificing comfort.

Unit Mix:

100% of the project consists of 1-to-2-bedroom units, catering to the demand for smaller, affordable housing options while maintaining diversity in unit types to accommodate various family sizes.



Universal Design and Accessibility (2 points requested)

Accessibility Features:

Flores Rosa Gardens adheres to accessibility guidelines for doorways, hallways, and bathrooms, ensuring barrier-free access throughout the property. This includes wide doorways, smooth pathways, and accessible bathroom fixtures.

Adaptive Design:

The development incorporates adaptive design features such as grab bars, roll-in showers, and lowered countertops to accommodate individuals with disabilities in 20% of the units, enhancing their independence and quality of life.

Ground Level Units:

For multi-family multi-story buildings, ground-level units are specifically designed to be accessible for individuals with disabilities and the elderly ensuring inclusivity and ease of access for all residents.

Architectural Compatibility and Neighborhood Integration (2 points requested)

Architectural Harmony:

The design of Flores Rosa Gardens complements the existing architectural style of the neighborhood, using materials, colors, and design elements that blend seamlessly with the surroundings, enhancing the aesthetic appeal of the community. Of course, the name Flores Rosa is linked to the hibiscus, which is the village flower. We have built a thematic environment around the flower and use it to provide a stylish look to the development.

Community Feedback:

Engagement with community stakeholders has been a priority, incorporating their feedback into the design process to ensure the project meets local expectations and needs, fostering a sense of ownership and pride among residents. This can be seen in our letters of support from mayors as well as non profit organizations who want to help.

Those letters are provided forthwith in the APPENDIX.

Energy Efficiency and Sustainability Design (2 points requested)

Energy-Efficient Envelope:

The project incorporates a high-performance building envelope with superior insulation, energy-efficient and typhoon proof windows, and air sealing techniques to minimize energy loss and reduce utility costs for residents.



High-Efficiency Systems:

Specification of high-efficiency HVAC systems and LED lighting ensures reduced energy consumption and lower operating costs, contributing to the project's sustainability goals.

Renewable Energy:

The incorporation of renewable energy generation systems, such as solar panels, reduces the project's carbon footprint and reliance on non-renewable energy sources. Our goal for this project is net zero energy.

Sustainable Materials:

Use of sustainable materials, along with eco-friendly construction practices, minimizes environmental impact and promotes sustainability.

Green Certifications:

The project aims to achieve LEED certification, demonstrating its commitment to high standards of energy efficiency and sustainable design.

Cut sheets for many of these items can be found in the APPENDIX.

Community Spaces and Amenities (2 points requested)

Community Center:

Flores Rosa Gardens features a thoughtfully designed community center to encourage social interaction and foster a sense of community among residents. This center is located across the parking lot away from the main facility to not interfere and disturb the private spaces of the residents. However, it is close enough and will be well lit to be a safe spot for residents to hang out and enjoy.

Playground and Community Garden:

The project includes amenities such as playgrounds for children and a community garden for urban farming. This garden and assistance for tenants will be managed by Guahan Sustainable Cultures -- one of our many supportive NPO's that we are partnering with.

Durability and Maintenance (2 points requested)

Durable Materials:

Selection of high-quality, durable construction materials and finishes ensures the longevity of the buildings and reduces the need for frequent repairs and maintenance, lowering long-term costs for both the property management and residents. One of our unique features is granite flooring, aimed to provide a luxurious finish for residents that is durable and easy to maintain. Granite tops, high quality flooring and other features make Flores Rosa Gardens a special housing experience.

Low Maintenance Systems:

Implementation of low-maintenance building systems, such as energy-efficient appliances and plumbing fixtures, minimizes upkeep requirements and enhances the reliability of the infrastructure, providing residents with a hassle-free living experience. You can learn more about these units in the cut sheets attached below.

Flores Rosa Gardens is designed to be an exemplary model of affordable housing that meets and exceeds the criteria for unit layout/space efficiency, universal design and accessibility, architectural compatibility and neighborhood integration, energy efficiency and sustainability design, community spaces and amenities, and durability and maintenance. By prioritizing these elements, the project not only provides high-quality, comfortable, and sustainable living spaces but also enhances the overall well-being of residents and contributes positively to the community and environment.

12 total points requested.

Criteria 4. (15 Points) The populations served by the Project

Successful LIHTC projects service populations of variety both to address the housing needs of the community and give opportunities for special populations to live in affordable housing. Points will be awarded to populations with special housing needs, homeless and at-risk populations, and certain preferences. Projects are encouraged to incorporate one or more types of populations and provide evidence to what extent of services or amenities will be available to each in the application.

Subcategory	Description	Points Available	Points Requested
Special Needs	<p>Physical Disabilities: preference may be given to projects that allocate a percentage of units to individuals or households with physical disabilities, ensuring accessibility features and accommodations.</p> <p>Mental Health Conditions: projects that provide supportive housing or partner with service providers to offer mental health services may receive additional points.</p> <p>Seniors: preference may be given to projects specifically designed for elderly individuals or households with features that support aging in place, such as grab bars, accessible entrances, or proximity to senior centers.</p> <p>The project will set-aside at least 20% of all units for tenant populations with special housing needs. Persons with special housing needs may include the physically and mentally disabled. Units intended to serve the homeless must be used as permanent supportive housing, as regulation forbids the use of LIHTC projects as transient homeless shelters. To receive consideration for this criterion:</p> <p>A. The project must commit to provide case management or services specific to this population or special facilities to accommodate the physically disabled. (Please provide details of the services and/or special facilities i.e. what ADA standards and designs will be incorporated in unit construction or facilities? How many units will meet ADA standards, if any?)</p> <p>B. The Market Study shall specifically address the housing needs for the special needs group.</p>	5 Points	5 Points
Homeless and At-Risk Populations	<p>Homelessness: projects that reserve units for individuals or households transitioning from homelessness may receive priority.</p> <p>Foster Youth or Emancipated Youth: preference may be given to projects that allocate a portion of units specifically for foster youth aging out of the system or supportive services for these individuals.</p> <p>Domestic Violence Survivors: projects that prioritize housing for survivors of domestic violence and offer supportive services may receive additional points.</p>	5 Points	5 Points
Preferences	Local Residents: preference may be given to individuals or families who currently reside in the local community or have	5 Points	5 Points

JUSTIFICATION

Flores Rosa Gardens is committed to serving a diverse range of special populations to address the housing needs of the community and provide opportunities for underprivileged groups to live in affordable housing. Below is a detailed explanation of how our project meets the criteria for special populations, homeless and at-risk populations, and certain preferences.

Special Needs Populations (5 points requested)

Elderly

Design for Aging in Place:

Flores Rosa Gardens will allocate a percentage of units specifically for elderly individuals. These units will feature grab bars, accessible entrances, and other modifications to support aging in place.

Proximity to Senior Services:

The project is strategically located near senior centers and healthcare facilities, ensuring easy access to essential services for elderly residents.

At Risk Populations (5 points requested)

Domestic Violence Survivors

Partnership with VARO (Victim Advocates Reaching Out):

We are collaborating with VARO to provide tailored support and housing for survivors of domestic violence. This partnership ensures that residents have access to necessary resources and support services, creating a safe and supportive environment for recovery and stability.

Specialized Units: A portion of the units will be reserved and equipped with security features and supportive services to help domestic violence survivors rebuild their lives.



Preferences (5 points requested)

Veterans

Support for Veterans:

Flores Rosa Gardens intends to work with various local veteran organizations to provide housing and support services for military veterans. These collaborations will ensure that veterans have access to affordable housing and the support they need to transition back to civilian life successfully.

Individuals with Children

Partnership with Children's Ark:

We are partnering with Children's Ark, a non-profit organization, to provide special screening and prioritize housing for individuals with children. This initiative ensures that families in need have access to stable and affordable housing.

Family-Friendly Features: The development is designed for the needs of families including the previously mentioned community center and playground.

Flores Rosa Gardens is dedicated to serving a diverse array of special populations, including the elderly, domestic violence survivors, veterans, and individuals with children. Through strategic partnerships and thoughtful design, we aim to provide safe, supportive, and affordable housing that meets the unique needs of these specific groups. By committing 20% of our units to these populations and incorporating specialized features and services, Flores Rosa Gardens ensures that all residents can thrive in a nurturing and inclusive environment.

15 total points requested.

Criteria 5. (3-12 Points) Developer/Owner, and Management Team experience and capacity.

	Description	Points Available	Points Requested
Developer/Owner Experience	Developer/Owner (or any member/staff of the development team) has a record of successfully completing LIHTC projects. Developer/Owner has an understanding of the LIHTC program, application process, and compliance requirements. Developer/Owner has the financial stability and capacity i.e., the ability to secure financing, managing costs, and handle any unexpected expenses that may arise during the project.	6 points	6 Points
	Developer/Owner (or any member/staff of the development team) has no record of LIHTC projects but has experience of building affordable housing projects of similar design. Developer/Owner has made efforts to research and understand the LIHTC program, the application process and compliance requirements Developer/Owner has the financial stability and capacity i.e., the ability to secure financing, managing costs, and handle any unexpected expenses that may arise during the project.	3 points	
	Developer who have a track record of chronic or substantive non-compliance, returned allocations or failed projects. Developer has no experience in LIHTC projects or the LIHTC program	0 points	
Management Team	Management team has experience with LIHTC properties, a track record of successfully meeting LIHTC compliance requirements, understanding of income certifications and handling the unique challenges that come with managing affordable housing Management team can assess the property for maintenance and upkeep to maintain high-quality standards, addressing maintenance issues promptly and can conduct regular inspections to ensure property remains in good condition Management team has the ability to provide supportive services to low-income residents, can emphasize tenant satisfaction, communication, and responsiveness.	6 points	6 Points
	Management team has no experience in servicing LIHTC properties but has experience in servicing projects of similar design. Management team will be able assess the property for maintenance and upkeep to maintain high-quality standards, addressing maintenance issues promptly and can conduct regular inspections to ensure property remains in good condition Management team will have the ability to provide supportive services to low-income residents, can emphasize tenant satisfaction, communication, and responsiveness.	3 points	

JUSTIFICATION

Flores Rosa Gardens' development team is comprised of a number of management personnel with integral experience in development and management of LIHTC properties.

Developer Experience: Tasi LLC and Salas Development Corporation (6 points requested)

Successful LIHTC Project Completion

Proven Track Record:

Tasi LLC's Chieng Tan and Salas Development Corporation's Bob Salas have a solid history of successfully bidding and completing LIHTC projects. Their extensive portfolio demonstrates their capability in delivering high-quality affordable housing developments on time and within budget, whether on Guam or in Saipan. Notable successes include the

local LIHTC Award of Tumon Heights Tower in 2011 and Tasi Homes in Saipan in 2012.

LIHTC Program Expertise:

Both developers possess a comprehensive understanding of the LIHTC program, including the application process and compliance requirements. This expertise ensures that all aspects of the project align with the necessary regulations and standards. Resumes for all major stakeholders and their respective LIHTC experience can be found in **EXHIBIT VI**.

Financial Stability and Capacity:

Tasi LLC and Salas Development Corporation have demonstrated financial stability and capacity, securing financing for numerous projects and effectively managing costs. Their experience enables them to handle unexpected expenses efficiently, ensuring the financial viability of the project. The team has also reached out to several potential syndicators, including CREA and Hunt Capital. Letters of Intent have been provided in **EXHIBIT II**.

Local Partner Expertise:

Pacific Federal Management, Inc., a local federal construction and management contractor, is a partner in Salas Development Corporation. In just six short years, the company has become one of the nation's top small business construction firms, as noted by the Associated Builders and Contractors. As the main developer of Flores Rosa Gardens, PFM can ensure that the project will be completed up to code and with the quality that they are known for.

Management Experience:(6 points requested)

Expertise in LIHTC Properties

Compliance and Certification:

The management team of Flores Rosa L.L.C. has extensive experience managing LIHTC properties, with a proven track record of meeting LIHTC compliance requirements. Their thorough understanding of income certifications and the unique challenges of managing affordable housing ensures regulatory adherence and operational efficiency. By teaming with Remax Pacific Alliance, Flores Rosa Gardens will be safely navigated through the next 61 years with a team experienced in LIHTC and with a vast array of day-to-day experience with residential property management as a whole. This experience also spreads to our non-profit partner the Children's Ark, who are led by Gina Campos and Liz Duenas.

Property Maintenance and Upkeep:

The management team at Remax Pacific Alliance excels in assessing property maintenance needs and ensuring high-quality standards are maintained. They address maintenance issues promptly and conduct regular inspections to keep the property in excellent condition, ensuring a safe and pleasant living environment for residents.

Supportive Services and Tenant Satisfaction:

Remax Pacific Alliance is committed to providing supportive services to low-income residents, emphasizing tenant satisfaction through effective communication and responsiveness. Their ability to deliver these services enhances the quality of life for residents and fosters a strong sense of community within the development.

Comprehensive Management Services:

RE/MAX Pacific Alliance Realty opened its doors in 2014. They offer full-service real estate and property management, including tenant screening, tenant move-in/move-out, scheduling of repairs, obtaining quotes for repairs, vendor payment, rent collection, serving of notices, providing financial reports to owners, conducting check-ins for compliance, business license renewal, GRT filing, and more. Currently, they manage 23 individual properties or 84 units in total.

The combined experience and expertise of Salas Development Corporation, Tasi LLC, and Remax Pacific Alliance position Flores Rosa Gardens for success. The developers' proven ability to complete LIHTC projects, coupled with the management team's proficiency in compliance, maintenance, and tenant support, ensures that Flores Rosa Gardens will be a high-quality, sustainable, and supportive affordable housing development.

12 total points requested.

Criteria 6. (5 Points) The community support and involvement for the project and its impact on the neighborhood. LIHTC projects should take into consideration the following in regards to the community support and involvement:

Subcategory	Description	Points Available	Points Requested
Community Engagement Strategy	Project will include local stakeholders and decision-making processes	1 Point	1 Points
Partnerships with Local Organizations	Project will partner with local organizations that provide support services to residents	1 Point	1 Points
Community Development Initiatives	Projects developer/management team will support community development initiatives beyond the LIHTC property, such as support for economic development or neighborhood revitalization projects.	1 Point	1 Points
Community Outreach and Education	Project will make efforts to educate the community about the LIHTC program and affordable housing options, including hosting informational sessions or participating in community events.	1 Point	1 Points
Tenant Input and Feedback	Project management team will consider mechanisms for collection and incorporating tenant input and feedback. This could include tenant meetings, surveys, suggestion boxes or other channels of communication. The management team that actively seeks and values tenant input demonstrates the commitment to resident empowerment and community building for better LIHTC projects.	1 Point	1 Points

JUSTIFICATION

Flores Rosa Gardens' comprehensive community engagement strategy ensures that the development is not only aligned with the needs and preferences of the local community but also actively supports vulnerable populations through strategic partnerships. Our commitment to community development initiatives, outreach, education, and tenant feedback mechanisms underscores our dedication to creating a supportive and empowering environment for all residents.

Community Engagement Strategy (1 point requested)

Inclusive Decision-Making:

Flores Rosa Gardens will include local stakeholders in the decision-making processes to ensure the development aligns with community needs and preferences. Regular, quarterly town hall meetings and focus groups will be organized to gather input from residents, local businesses, and community leaders.

Partnerships with Local Organizations (1 point requested)

Children's Ark Partnership: The Children's Ark, our non-profit partner, will provide screening for individuals with children, placing qualified applicants in a special reserve pool of units. This initiative ensures that families in need have priority access to safe, affordable housing.

Victim Advocates Reaching Out (VARO):

We plan to work closely with VARO to assist victims of domestic violence, offering them permanent housing where they can rebuild their lives. This partnership aims to provide stability and support to a vulnerable population.

Veteran Support:

We will partner with a veterans' group to assist veterans in need of affordable housing. This collaboration will help ensure that veterans receive the necessary support and housing opportunities they deserve.

Community Development Initiatives (1 point requested)

Playground Remodeling:

The developers and management team of Flores Rosa Gardens are committed to supporting community development initiatives beyond the LIHTC property. One significant project we plan to undertake is remodeling the Tamuning playground across from the ITC building. This effort will provide a safe and enjoyable space for children and families in the neighborhood.

Village Upkeep:

PFM has completed a number of community service projects for the TaTuHa region, including repairs and maintenance on the Tamuning Softball Field. Ensuring the safety and well-being of our youth is paramount to the team, and PFM has vowed to continue providing upkeep.

Additionally, PFM has a track record of giving back to the community in various facets. Most recently, the company rebuilt the awnings at Juan M Guerrero Elementary so that students could return to the classroom setting this past fall.



Community Outreach and Education (1 point requested)

- LIHTC Program Education: To educate the community about the LIHTC program and affordable housing options, Flores Rosa Gardens will host informational sessions and participate in community events. These efforts will ensure that residents are well-informed about their housing opportunities and the benefits of the LIHTC program. We also plan on detailing LIHTC program opportunities and FAQs through our social media and through a podcast series later in 2025.



Tenant Input and Feedback (1 point requested)

Mechanisms for Feedback:

The project management team will implement various mechanisms for collecting and incorporating tenant input and feedback. A website with an anonymous feedback portal, accessible only by tenant accounts, will be created to give tenants a safe way to provide criticism or ideas on how to improve their experience at Flores Rosa Gardens. Actively seeking and valuing tenant input demonstrates our commitment to resident empowerment and community building, contributing to the overall success of the LIHTC project.

5 total points requested.



Criteria 7. (14 Points) The affordability of the rents and the length of the affordability period
The affordability of rents and the length of the affordability period are critical for the LIHTC developments. Factors such as the percentage of units set aside for low-income tenants compared to the Area Median Gross Income (AMGI) helps ensure the commitment to maintain affordable rents and to keep it within the LIHTC program guidelines. LIHTC developments typically have minimum affordability period of 15 years, but some developments may have longer commitments.

Subcategory	Description	Points Available	Points Requested
Affordability of Rents	100% of the project to households earning 60% or less of AMGI	8 Points	8 Points
	60% of the project to households earning 60% or less of AMGI, or 80% of the project to households earning 50% or less of AMGI.	4 Points	
	40% of the project to households earning 60% or less of AMGI, or 60% of the project to households earning 50% or less of AMGI	2 Points	
Length of Affordability Period	15-year compliance period plus 46 years or more	6 Points	6 points
	15-year compliance period plus 30 years extended use period	4 Points	
	15-year compliance period plus 15 years extended use period	2 Points	
	15-year compliance period no extended use period	0 Points	

JUSTIFICATION

AFFORDABILITY OF RENTS (8 points requested)

100% of the units in this project have been set aside for households earning 60% or less of AMGI.

LENGTH OF AFFORDABILITY PERIOD (6 points requested)

This project will be comprised by a 15-year compliance period plus 46 year extended use period.

Letters of intent sent to GHURA requesting to be put on the public housing waiting list can be found in the APPENDIX.

14 total points requested.

Criteria 8. (0 -2 Points) Local/Federal Government Support

The project will receive a below market loan or grant from a federal agency or Government of Guam agency other than GHURA which, in total amounts to 10% or more of the total development cost.

Description	Points Available	Points Requested
The project has not applied for a below market loan or grant from a federal agency or Government of Guam agency, or if the total amount applied for is less than 10% of total development costs.	0 Points	
The project has applied for a below market loan or grant from a federal agency or Government of Guam agency. Documentation must provide evidence that an application for financing has been submitted.	1 Point	1 Point
The project has received a commitment from a federal agency or Government of Guam agency. A copy of a commitment letter or contractual agreement must be included in the application.	2 Points	

JUSTIFICATION**FEDERAL GOVERNMENT SUPPORT (1 point requested)**

The project has applied for a USDA 538 loan through the Guaranteed Rural Rental Housing Program. Our application has not been approved at the time of submission. That documentation is provided in **EXHIBIT 2**.

Criteria 9. (1 Point) Qualified Non-Profit Organization

The project will be owned by a qualified non-profit organization as defined in Section 42(h)(5)(B), (C) of the Internal Revenue Code.

Description	Points Available	Points Requested
If the answer to the question is NO	0 Points	
If the answer to the question is YES , the organization must be a qualified non-profit organization at time of application submission. Organization must exist in and be qualified to do business in Guam. In addition, the following must be submitted: <ol style="list-style-type: none"> 1. Articles of Incorporation 2. Copy of a current 501(c)(3) IRS Tax Exemption Letter for the Qualified Non-Profit Organization 3. Most recent Treasury Form 990 with all supporting documentation, as filed with the IRS 4. The Qualified Non-Profit Organization is required to have a physical office on Guam 	1 Point	1 Point

JUSTIFICATION**QUALIFIED NON-PROFIT ORGANIZATION (1 point requested)**

The Children's Ark, is our non-profit partner in this project and will materially participate in the development and operation of the project through its lifetime under the compliance length.

The Children's Ark is a 501(c)(3) that focuses on the family nucleus with a preference to those with children. One of it's main purposes is to foster low-income housing for this purpose. Children's Ark has its office in the village of Hagatna.

Copies of their Articles of Incorporation, IRS Tax Exemption Letter, more recent Form 990 and other supporting documents can be found in EXHIBIT 7.

Criteria 10. (0 -2 Points) Qualified Census Tract

Project characteristics, including whether the project includes the use of existing housing as part of a community revitalization plan. Project is located in Qualified Census Tract. The project will redevelop existing housing, which contributes to a concerted community revitalization plan as determined by GHURA.

Description	Points Available	Points Requested
The project is located in a Qualified Census Tract.	1 Point	1 Point
The project will contribute to a community revitalization plan. (Copy of the plan to be submitted with the completed Application for GHURA’s review to claim the point.)	1 Point	
The project is neither located in a Qualified Census Tract nor contributing to a community revitalization plan.	0 Points	

To receive consideration for this criterion, applicant must provide an explanation on how this project is in compliance with such plan and its benefit to the overall community. The applicant must provide a letter of interest or a binding agreement with the government agency administering the community revitalization plan.

JUSTIFICATION

QUALIFIED CENSUS TRACT (1 point requested)

According to the Statutorily Mandated Designation of Difficult Development Areas and Qualified Census Tracts for 2024, for purposes of LIHTC applications and developments, Difficult to Develop Areas (DDA) will serve the same purpose as a Qualified Census Tract (QCT).

According to the 2025 IRS SECTION 42(d)(5)(B) NONMETROPOLITAN DIFFICULT DEVELOPMENT AREAS list, the entire region of Guam falls under that distinction. As such, this project, being located on Guam, should receive the full point for being located in a Qualified Census Tract.

Both of these documents can be found in the APPENDIX.

Criteria 11. (1 Point) Replacement of existing public housing units

Project includes the development of new housing to replace existing public housing units.

	Points Available	Points Requested
If the answer to the question is NO	0 Points	0 Points
If the answer to the question is YES	1 Point	

To receive consideration for this criterion, the applicant must provide a letter of interest or a binding agreement from the local administering Public Housing Authority to participate in a HUD-approved activity.

Justification:

Criteria 12. (0-1 Points) Project will receive project-based rental assistance.

Project will be receiving project-based rental assistance subsidies which would result in eligible tenants paying approximately 30% of their gross monthly income towards rent. Eligible programs shall include, but not be limited to, the Rural Development 515 Loan Program and HUD Housing Choice Voucher/Section 8 Project-Based Rental Assistance Program.

	Points Available	Points Requested
If the answer to the question is NO	0 Points	0 Points
If the answer to the question is YES If the whole project has a secured authorization for project-based subsidies then 1 point will be awarded.	1 Point	

Justification:

Criteria 13. (0-1 Points) Historic Nature of the Project

The proposed project will preserve the historic nature of an existing building.

The proposed project involves the preservation of a building(s) on a national or state historic registry.

	Points Available	Points Requested
If the answer to the question is NO	0 Points	0 Points
If the answer to the question is YES	1 Point	

Justification:

JUSTIFICATION

Flores Rosa Gardens will **NOT BE** replacing existing public housing units, will **NOT BE** receiving project-based rental assistance at this moment, nor will the project preserve the historic nature of an existing building. Therefore, we humbly request 0 points for criteria 11, 12 and 13.

Criteria 14. (0 to 7 Points) Developer Fee

The applicant elects to limit the total Developer Fee as a percentage of the total development cost (excluding developer fee and reserves) as presented in the application. The Developer Fee includes total fees paid to the Developer, including, but is not limited to, consulting fees, project management fees, developer overhead, and developer fees. Architectural, Engineering, Accounting, and Legal fees are not included as the Developer Fee.

Applicants receive scores for this criterion based on the table below. Please note the different categories for New Construction vs. Acquisition / Rehabilitation applications.

New Construction		Acquisition / Rehabilitation				Points Requested
		Fee on Acquisition		Fee on Rehabilitation		
Fee	Points	Fee	Points	Fee	Points	
18% > Fee ≥ 16%	0	13% > Fee ≥ 11%	0	18% > Fee ≥ 16%	0	
16% > Fee ≥ 14%	1	11% > Fee ≥ 9%	1	16% > Fee ≥ 14%	1	
14% > Fee ≥ 12%	2	Fee < 9%	3	14% > Fee ≥ 12%	2	
12% > Fee ≥ 10%	3			Fee < 9%	4	
10% > Fee ≥ 8%	5					
Fee < 8%	7					7 Points

JUSTIFICATION

DEVELOPER FEE (7 points requested)

At Flores Rosa Gardens, our primary focus is on the success of the development and the well-being of its residents, rather than maximizing profit. To demonstrate this commitment, we have elected to limit the total Developer Fee to less than 8% of the total development cost. This decision aligns with the criteria outlined in the Qualified Allocation Plan (QAP) and ensures we acquire full points for this section.

Our rationale for opting for the smallest development fee is twofold:

1. Commitment to Community Success: We believe that the success of Flores Rosa Gardens lies in creating a sustainable, supportive, and well-maintained living environment for its residents. By reducing the Developer Fee, we can allocate more funds toward enhancing the quality of construction, incorporating energy-efficient and sustainable design features, and ensuring the longevity of the development. This approach fosters a thriving community where residents feel secure and supported.
2. Focus on Resident Well-Being: Our goal is to provide affordable housing that significantly improves the livelihood of our constituents. Limiting the Developer Fee allows us to offer more amenities, better support services, and robust maintenance programs. Partnerships with local organizations like Children's Ark and VARO further underscore our commitment to the community's well-being.

Developer Fee	
Our project will commit to Developer Fee of 7.99%. Calculation as follows:	
Total Project Costs:	15,589,553
Less:	
Developer Fee	1,144,000
Project Reserves	134,813
Net Project Costs:	14,310,740
Developer Fee %	7.99%
(Developer Fee Divided by Net Project Costs)	

EXHIBIT AA

2024 QAP

EX 6 RESUME AND BACKGROUND DISCLOSURE

Flores Rosa
Gardens



EXHIBIT 6 RESUME AND BACKGROUND DISCLOSURE

Submit resume for each member and key staff involved in the development ownership of this project from the sponsor and developer.

All members must complete attached Background Disclosure Form (original signatures required).

BACKGROUND DISCLOSURE FORM

In connection with the **2024 Low Income Housing Tax Credit Application** submitted to the **Guam**

Housing and Urban Renewal Authority by Flores Rosa L.L.C. requesting for
(Name of Applicant)

the development of Flores Rosa Gardens, I, Robert P. Salas
(Name of Project) (Name)

being duly sworn, hereby certify that I:

1. have not been convicted by any state or federal jurisdiction of any felony.
 or
 have been convicted by a state or federal jurisdiction of a felony and the following details are provided:

Jurisdiction	Date	Offense	Punishment	Details

2. have not been fined, suspended, or debarred as a result of any financial, performance or housing activity by any state or federal agency.
 or
 have been fined, suspended, or debarred as a result of any financial, performance or housing activity by a state or federal agency and the following details are provided:

Agency	Date	Details

3. have not filed for bankruptcy or reorganization.

or

have filed for bankruptcy or reorganization and the following details are provided:

Jurisdiction	Date	Details

4. do not have any outstanding, uncorrected noncompliance issues with any state or federal housing program or agency.

or

do have outstanding, uncorrected noncompliance issues with a state or federal housing program or agency and the following details are provided:

Agency	Date	Details

5. do not have existing contracts or indebtedness with Guam Housing and Urban Renewal Authority.

or

do have existing contracts or indebtedness with Guam Housing and Urban Renewal Authority.

Borrower	Date	Details

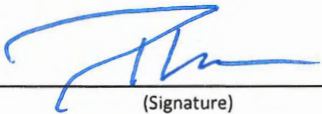
6. do not have any prior delinquent, defaulted or foreclosed upon contract, loan or indebtedness with the Guam Housing and Urban Renewal Authority
- or
- do have prior delinquent, defaulted or foreclosed upon contract, loan or indebtedness with the Guam Housing and Urban Renewal Authority and the following details are provided:

Borrower	Date	Details

I, ROBERT P. SALAS, in my capacity as MEMBER REPRESENTATIVE
(Name) (Title / Position with Development Team)

Further certify that I have the authority and knowledge to make the representations contained herein and agree for the Guam Housing and Urban Renewal Authority to conduct a background check with the details provided above.

Date: 10/24/2024


(Signature)

ROBERT P. SALAS
(Print Name)

MEMBER REPRESENTATIVE
(Title / Position with Development Team)

BACKGROUND DISCLOSURE FORM

In connection with the **2024 Low Income Housing Tax Credit Application** submitted to the **Guam**

Housing and Urban Renewal Authority by Flores Rosa L.L.C. requesting for
(Name of Applicant)

the development of Flores Rosa Gardens, I, H. Chieng Tan
(Name of Project) (Name)

being duly sworn, hereby certify that I:

1. have not been convicted by any state or federal jurisdiction of any felony.
 or
 have been convicted by a state or federal jurisdiction of a felony and the following details are provided:

Jurisdiction	Date	Offense	Punishment	Details

2. have not been fined, suspended, or debarred as a result of any financial, performance or housing activity by any state or federal agency.
 or
 have been fined, suspended, or debarred as a result of any financial, performance or housing activity by a state or federal agency and the following details are provided:

Agency	Date	Details

3. have not filed for bankruptcy or reorganization.

or

_____ have filed for bankruptcy or reorganization and the following details are provided:

Jurisdiction	Date	Details

4. do not have any outstanding, uncorrected noncompliance issues with any state or federal housing program or agency.

or

_____ do have outstanding, uncorrected noncompliance issues with a state or federal housing program or agency and the following details are provided:

Agency	Date	Details

5. do not have existing contracts or indebtedness with Guam Housing and Urban Renewal Authority.

or

_____ do have existing contracts or indebtedness with Guam Housing and Urban Renewal Authority.

Borrower	Date	Details


6. do not have any prior delinquent, defaulted or foreclosed upon contract, loan or indebtedness with the Guam Housing and Urban Renewal Authority
 or
 do have prior delinquent, defaulted or foreclosed upon contract, loan or indebtedness with the Guam Housing and Urban Renewal Authority and the following details are provided:

Borrower	Date	Details

I, H CHIENG TAN, in my capacity as MEMBER REPRESENTATIVE
(Name) (Title / Position with Development Team)

Further certify that I have the authority and knowledge to make the representations contained herein and agree for the Guam Housing and Urban Renewal Authority to conduct a background check with the details provided above.

Date: 16/24/2024


(Signature)

H. CHIENG TAN
(Print Name)

MEMBER REPRESENTATIVE
(Title / Position with Development Team)

BACKGROUND DISCLOSURE FORM

In connection with the **2024 Low Income Housing Tax Credit Application** submitted to the **Guam**

Housing and Urban Renewal Authority by Flores Rosa L.L.C. requesting for
(Name of Applicant)

the development of Flores Rosa Gardens, I, Georgina Campos
(Name of Project) (Name)

being duly sworn, hereby certify that I:

1. have not been convicted by any state or federal jurisdiction of any felony.
 or
 have been convicted by a state or federal jurisdiction of a felony and the following details are provided:

Jurisdiction	Date	Offense	Punishment	Details

2. have not been fined, suspended, or debarred as a result of any financial, performance or housing activity by any state or federal agency.
 or
 have been fined, suspended, or debarred as a result of any financial, performance or housing activity by a state or federal agency and the following details are provided:

Agency	Date	Details

3. have not filed for bankruptcy or reorganization.

or

___ have filed for bankruptcy or reorganization and the following details are provided:

Jurisdiction	Date	Details

4. do not have any outstanding, uncorrected noncompliance issues with any state or federal housing program or agency.

or

___ do have outstanding, uncorrected noncompliance issues with a state or federal housing program or agency and the following details are provided:

Agency	Date	Details

5. do not have existing contracts or indebtedness with Guam Housing and Urban Renewal Authority.

or

___ do have existing contracts or indebtedness with Guam Housing and Urban Renewal Authority.

Borrower	Date	Details

6. do not have any prior delinquent, defaulted or foreclosed upon contract, loan or indebtedness with the Guam Housing and Urban Renewal Authority
 or
 do have prior delinquent, defaulted or foreclosed upon contract, loan or indebtedness with the Guam Housing and Urban Renewal Authority and the following details are provided:

Borrower	Date	Details

I, Georgina P. Campos in my capacity as MEMBER REPRESENTATIVE
(Name) (Title / Position with Development Team)

Further certify that I have the authority and knowledge to make the representations contained herein and agree for the Guam Housing and Urban Renewal Authority to conduct a background check with the details provided above.

Date: 10-24-24

Georgina P. Campos
(Signature)

Georgina P. Campos
(Print Name)

MEMBER REPRESENTATIVE
(Title / Position with Development Team)

BACKGROUND DISCLOSURE FORM

In connection with the **2024 Low Income Housing Tax Credit Application** submitted to the **Guam**

Housing and Urban Renewal Authority by Flores Rosa L.L.C. requesting for
(Name of Applicant)

the development of Flores Rosa Gardens, I, Robert Salas II
(Name of Project) (Name)

being duly sworn, hereby certify that I:

1. have not been convicted by any state or federal jurisdiction of any felony.
 or
 have been convicted by a state or federal jurisdiction of a felony and the following details are provided:

Jurisdiction	Date	Offense	Punishment	Details

2. have not been fined, suspended, or debarred as a result of any financial, performance or housing activity by any state or federal agency.
 or
 have been fined, suspended, or debarred as a result of any financial, performance or housing activity by a state or federal agency and the following details are provided:

Agency	Date	Details

3. have not filed for bankruptcy or reorganization.

or

_____ have filed for bankruptcy or reorganization and the following details are provided:

Jurisdiction	Date	Details

4. do not have any outstanding, uncorrected noncompliance issues with any state or federal housing program or agency.

or

_____ do have outstanding, uncorrected noncompliance issues with a state or federal housing program or agency and the following details are provided:

Agency	Date	Details

5. do not have existing contracts or indebtedness with Guam Housing and Urban Renewal Authority.

or

_____ do have existing contracts or indebtedness with Guam Housing and Urban Renewal Authority.

Borrower	Date	Details


6. do not have any prior delinquent, defaulted or foreclosed upon contract, loan or indebtedness with the Guam Housing and Urban Renewal Authority
 or
 do have prior delinquent, defaulted or foreclosed upon contract, loan or indebtedness with the Guam Housing and Urban Renewal Authority and the following details are provided:

Borrower	Date	Details

I, Robert Salas II, in my capacity as PRESIDENT
(Name) (Title / Position with Development Team)

Further certify that I have the authority and knowledge to make the representations contained herein and agree for the Guam Housing and Urban Renewal Authority to conduct a background check with the details provided above.

Date: 10/23/2024


(Signature)

Robert Salas
(Print Name)

President
(Title / Position with Development Team)



BUILT FOR SUCCESS



President | Pacific Federal Management, Inc

Robert Salas II

Rob Salas II brings extensive leadership experience and expertise in federal contracting services, including environmental, construction, and maintenance operations. With a background in law and finance from the University of San Diego, Rob has successfully developed and implemented strategic business plans to enhance operational efficiency and profitability. After creating Pacific Federal Management in 2017, he has lead PFM to a distinction as a top national contractor, garnering the number 3 spot in 2024 for Top Military Contractors under the Small Business Set aside distinction. His previous roles include significant contributions to business development and project management at Landscape Management Systems and PricewaterhouseCoopers LLP. Rob is an active member of several professional organizations and has a strong commitment to community involvement and charitable initiatives.

RESUME AND BACKGROUND
DISCLOSURE

PHONE

(671) 688-8454

EMAIL

rob.salas@pfmgum.com



Bob Salas

Position : President| Landscape Management Systems, Inc
 Experience : 45 years

Bob is the President of Landscape Management Systems, Inc. (LMS). The company is one of the island's most highly recognizable landscaping companies providing full scale design, installation, grounds maintenance, and tree trimming services for various governmental, commercial, and residential customers. LMS has expanded its core services to include but not limited too Project Management, Construction, Cultural Resources Management, Equipment Rental, Repair, Purchasing and Leasing, Custodial Services, Real Estate and Business Consulting . Mr. Salas also was the recipient of Guam's first LIHTC award with Tower 70.

KEY PROJECTS: Tower 70 (70 LIHTC Units), Guam Medical Plaza (90,000 sq ft medical building), Calvo Salas Warehouse Complex



Chieng Tan

Position : Key Principal| GPPC, Inc
 Experience : 35 years

Chieng has over 35 years of experience in the construction and property industry. He completed Construction Management studies and joined multinational construction and development conglomerate in New Zealand and Australia. Relocated to Guam in the early 1990's and has remained in the region. Subsequently acquired ownership interest in GPPC Inc. and assumed management control. GPPC is a Saipan based diversified local construction company, with capabilities in new building, renovation, infrastructure, civil projects and specializes in working in remote locations. GPPC has operations in the CNMI, Guam and Federated States of Micronesia.

KEY PROJECTS: Tasi Homes (49 LIHTC Units), Zen Homes (44 LIHTC Units), Windward Residences (former Accion Hotel) conversion to apartments



Gina Campos

Position : Founder| The Children's Ark
 Experience : 39 years

With over 39 years of experience in the Real Estate industry, Gina knows that being a REALTOR® is not about selling real estate, it's about SERVICE. Her goal is to make real estate experience as easy, profitable, and exciting for each client. Mrs. Campos also served as the President for Habitat for Humanity for 5 years. She now looks to help find affordable housing options for families across the island through her work with the Children's Ark.

ROBERT "BOB" SALAS

TITLE

671-688-0690

boblms@guam.met

202 Hilton Road Unit B01
Tumon, Guam 96929

www.lmsgu.com

SUMMARY

Bob is the President of Landscape Management Systems, Inc. (LMS). The company is one of the island's most highly recognizable landscaping companies providing full scale design, installation, grounds maintenance, and tree trimming services for various governmental, commercial, and residential customers. LMS has expanded its core services to include but not limited too Project Management, Construction, Cultural Resources Management, Equipment Rental, Repair, Purchasing and Leasing, Custodial Services, Real Estate and Business Consulting.

EDUCATION

Guam Community College

Mangilao, Guam
1979

PROJECT EXPERIENCE

Guam Medical Plaza - 90,000SF medical building that was founded by Paul Calvo, Eduardo Calvo, Jerry Calvo, Ysrael Family and former Senator Dr. Eddie Cruz

Calvo Salas Warehouse Complex - Developed 25,000SF warehouse to serve as Pay-Less Markets Northern Distribution Center

LMS Mangilao Nursery - This was a foreclosure purchased by LMS Guam. It was formerly known as the Kingdom outfitted with a 1,000 man bleacher, 5,000SF VIP room, recreational room, restaurant, and bathroom facilities. Currently, it houses a 25,000SF warehouse and 25 acre nursery property

LMS Harmon Warehouse - This was developed as a rental in the 80's and is an 8400sf warehouse. It is currently in the rental market as we have consolidated our facilities.

LMS Tumon Property - This is an estimated one hectare property which has been approved for a 100 unit condo complex; 11 stores.

Talofofo Cemetery Lot - This is a 17 acre property which has been permitted for 25,000 bodies. It is a feng shui designed cemetery that opened in late 2013.

Talofofo Village - This project received TLUC approval of a 31 quarter acre lots to be sold to local families. This was developed by a former Ernst & Young partner, Asia office, and LMS Guam.

Tower 70 - This project was a 10 story, 70 unit low income housing tax credit project that was completed in December 2014 with \$33M in tax credits awarded to the project. The project was originally a partnership but as sold to CoreTech Development.

Hilton Guam Resort & Spa Zip Line "Zip Guam" - The Hat System Zip Line Build consists of seven (7) balanced, double-line horizontal traverses, four (4) ground-level platforms and five (5) tree/pole platforms. In addition to the elements there is a mid-tour trail between the sixth and seventh traverses, an entrance and exit trail providing access to the tree/pole platform at the start and end of the tour. There is also a demonstration area next to the first element.

PROJECT CONSULTATION

Leo Palace Resort - A \$1.2B dollar development, 5 million square meter property with approximately 36 holes built (out of 54 holes), about 50 townhomes, 600 condos (out of 2500 units), 200 room hotel with a large ballroom, softball and baseball fields, grass tennis courts, and a professional Olympic size swimming pool. Most of the Japanese professionals come to train here. LMS was tasked to introduce the project, and establish a Guam based team for permitting and construction drawing. All the infrastructure for this project has been developed.

Underwater Observatory - This was a one of a kind observatory (world wide). LMS' job was to establish a team of consultants (local and international) to procure a permit to develop the project. The project was a big controversy with two local senators and a prominent coral expert from the University of Guam, who did not want the project approved. As the consultant, LMS overcame the obstacles and obtained the required government permits. All issues were resolved within six months

RFP for Professional Construction Management Services for the
Construction of Simon Sanchez High School
Project No.: 730-5-1058-L-YIG



ROBERT "BOB" SALAS

TITLE

671-688-0690

boblms@guam.net

202 Hilton Road Unit B01
Tumon, Guam 96929

www.lmsgu.com

PROJECT CONSULTATION (CONTINUED)

Leo Palace Resort - A \$1.2B dollar development, 5 million square meter property with approximately 36 holes built (out of 54 holes), about 50 townhomes, 600 condos (out of 2500 units), 200 room hotel with a large ballroom, softball and baseball fields, grass tennis courts, and a professional Olympic size swimming pool. Most of the Japanese professionals come to train here. LMS was tasked to introduce the project, and establish a Guam based team for permitting and construction drawing. All the infrastructure for this project has been developed.

Underwater Observatory - This was a one of a kind observatory (world wide). LMS' job was to establish a team of consultants (local and international) to procure a permit to develop the project. The project was a big controversy with two local senators and a prominent coral expert from the University of Guam, who did not want the project approved. As the consultant, LMS overcame the obstacles and obtained the required government permits. All issues were resolved within six months

Cocos Island - This project was owned and managed by Japan Airlines. After a typhoon the entire island was devastated. I was requested to assemble a team to do a reclamation of sand from the ocean, build a gabion wall, and open up the resort along with other buildings. This is a separate island in the south of Guam where tourists visit. It is about a 10 minute boat ride away. It is used for day activities but also has bungalows for over night stays.

Mangilao Golf Course - Our task was to acquire more property to install a new road for direct access to the clubhouse. The original road was designed to be right along one of the holes and they were using trees to buffer the course and the traffic. As it turned out, this arrangement did not work. Sixty days prior to opening, they asked me to assist them with procuring property and re-permitting the access road.

Kumagai Kumi - They came to Guam to establish a local office and operated out of our LMS office for about one year. We have several projects which we put through approval such as the Asahi Beer Hotel, Country Club of the Pacific, Marbo Cave Golf Course, among others.

Sumitomo Construction - Provided consultation services for the Leo Palace Resort and the Westin Resort Guam.

Toyo Real Estate - 2nd largest developer on Guam who owned Nikko Hotel, PIC Hotel, Mangilao Golf Course, and several condos. We we consulted them on most of these projects. We have purchased some of these properties from them such as the Medical Plaza (3 acres) and an additional 10 acres near by which was developed as additional parking and housing development. We also our former office property from them. I also helped settle a lawsuit between them and another local developer on San Vitores Road. We have since purchased that property.

Town Now Development - Fujita Hotel and Underwater Observatory developer. We have consulted them strongly over the years.

CORPORATE EXPERIENCE

LMS first project was the architectural design and implementation of the landscaping at Duty Free Shoppers (DFSGuam) and Louis Vuitton in Tumon, Guam. This ambitious project was expected to take three months to complete, LMS however completed in just a few short weeks. Upon successful completion of the DFS site, LMS dramatically increased its customer base to include:

- Guam Greyhound
- Calvo Enterprises
- Guam Hilton Resort & Spa
- Hyatt Regency Guam
- Westin Resort Guam
- Pacific Islands Club
- Guam Marriott Hotel
- Onward Beach Resort
- Mandara Spa
- Responsible for landscaping the full length of San Vitores Road in Tumon
- Guam Visitors Bureau
- Cars Plus
- Outback Steakhouse
- Guam International Airport Authority

RFP for Professional Construction Management Services for the
Construction of Simon Sanchez High School
Project No.: 730-5-1058-L-YIG



ROBERT "BOB" SALAS

TITLE

671-688-0690

202 Hilton Road Unit B01
Tumon, Guam 96929

boblms@guam.net

www.lmsgu.com

CORPORATE EXPERIENCE (CONTINUED)

LMS successfully installed a 9-hole golf course at Leo Palace Resort, Guam. This included the design and construction of a 600 gallon per minute remote pump station. The system incorporated a "Rain Bird Maxi V" unit with a capacity of 800 gallons. It was built on "Lake 2" of the Leo Palace property. The installation of the irrigation system involved laying over nine miles of pipe of varying diameter, 34 miles of electrical wiring, and nine miles of computer lines for the irrigation control system.

LMS also installed a complete and fully functional irrigation system for:

- 27-hole golf course at Leo Palace Guam Resort. The system draws its water supply from a manmade lake
- Onward Water Park
- Onward Agana Hotel
- DFS Galleria Phase 1
- Louis Vuitton (Tumon)

LMS also specializes in pool and water feature design and construction, plant rental, interior and exterior landscape design, installation, and maintenance including irrigation, lighting, and rock features.

LMS constructed several Portable Office Space for some of the following clients and projects:

- Granite Obayashi
- Ministry of Japan
- Caddell Nan - Apra Medical/Dental Clinic, Guam
- Hensel Phelps (JY18 Project J-011 Base Administrative Building. U.S. Naval Support

LMS performed road construction utilizing import fill of 2" minus aggregate with a sub-base of 2" and a base of 8", inclusive of six sets of culverts, a swale on one side, and six construction entrances at Malojloj Solar Farm.

PROFESSIONAL MEMBERSHIPS

- Guam Chamber of Commerce
- Guam Visitors Bureau
- Guam Hotel and Restaurant Association
- Hawaiian Export Nursery Association
- American Landscape Construction Association
- Southern Nuserymen Association
- International Cemetery, Cremation, and Funeral Association (ICCF)
- National Emergency Management Agency (NEMA)
- SWANA Pacific Chapter
- Guam Contractors Association

TRADE MISSIONS

- 2019 China Import Export Fair (China)
- 2012 Trade mission with Governor of Guam (Japan)
- 2012 China Import and Export Fair (China)
- 2012 Trade Mission with Governor of Guam (Okinawa, Japan)
- 2012 Trade Mission with Governor of Guam (Taiwan)
- 2012 Pacific Study Conference (Oita, Japan)
- 2011 Trade Mission with Governor of Guam (Shanghai and Beijing, China)

RFP for Professional Construction Management Services for the Construction of Simon Sanchez High School
Project No.: 730-5-1058-L-YIG



ROBERT "BOB" SALAS

TITLE

671-688-0690

boblms@guam.net

202 Hilton Road Unit B01
Tumon, Guam 96929

www.lmsgu.com

COMMUNITY AND CIVIC INVOLVEMENT

- Guam Contractors Association: Former Board Member
- Department of Parks and Recreation
- Lt. Governor of Guam Islandwide Beautification Task Force
- Committee to Get Guam Working (Political Action Board) - Members consist of representatives from Guam Chamber of Commerce, Japan Guam Travel Association, Guam Employers Council, and Guam Hotel and Restaurant Association
- Catholic Cemeteries Board
- San Juan Bautista Church (Financial Council)
- University of Guam Endowment Foundation
- Sponsorship of youth football teams
- Support the first "Extending Medical Help Mission" in November 2010

GEORGINA P. CAMPOS SRS, CRS, ACP, RENE, REO, PSA, MRP

ASSOCIATE BROKER - RE/MAX DIAMOND REALTY

238 E. Marine Corps Dr. Ste. 202 Hagatna, GU 96910 · (671) 687-8885 · (671) 479-8885

gcampos@remaxguam.com

With over 39 years of experience in the Real Estate industry, I know that being a REALTOR® is not about selling real estate, it's about SERVICE. My goal is to make your real estate experience as easy, profitable, and exciting! I've come to appreciate that each person is unique and different, so is each transaction. I'll use my experience to make your real estate dream a reality for YOU.

EXPERIENCE

JANUARY 1999 – PRESENT

REALTOR | ASSOCIATE BROKER, RE/MAX DIAMOND REALTY, GUAM

Service Sellers and Buyers with their real estate needs. Help Sellers to determine the right price to list their homes. Provide listing reports to help the Seller determine the best price, marketing plan and timeline. Work with Buyers to select the right home and a finance program that works for them. Help Landlords prepare and establish rental asking prices. Work with Tenants to find the right property to call home in Guam. Areas of expertise include, but are not limited to: Residential, Commercial and Vacant Land Contracts, Probate Transactions and Building and Housing Development. Overall, my job is to service the customers so that the real estate transaction is as stress free as possible.

OCTOBER 2012 – PRESENT

PARTNER | OWNER

RE/MAX PHILIPPINES-FRANCHISE SALES

JUNE 1986 – DECEMBER 1998

REALTOR, CENTURY 21 REALTY MANAGEMENT

Specializing in negotiating Real Estate contracts and lease renewals, with extensive knowledge in commercial properties.

1985 – JUNE 1986

PROPERTY MANAGER, CENTURY 21 REALTY MANAGEMENT

Managing Residential, Commercial and Warehousing facilities, and Homeowners Associations. In charge of property inspections, budgeting and financial management of properties. Specializing in negotiating Real Estate contracts and lease renewals, with extensive knowledge in commercial properties.

EDUCATION

1983

HIGH SCHOOL DIPLOMA, NOTRE DAME

HONORS & AWARDS

- RE/MAX Chairman's Club **2022**
- RE/MAX Chairman's Club **2021**
- RE/MAX Platinum Club **2020**
- RE/MAX Platinum Club **2019**
- RE/MAX Platinum Club **2017**
- 15 Years of Service with RE/MAX Network
- Lifetime Achievement Award
- RE/MAX Platinum Club **2016**
- RE/MAX Platinum Club Team **2016**
- RE/MAX 100% Club **2014**
- Habitat for Humanity: Certificate of Appreciation **2013**
- RE/MAX Hall of Fame **2012**
- RE/MAX 100% Club **2010**
- RE/MAX Chairman's Club **2008**
- RE/MAX Platinum Club **2007**
- RE/MAX 100% Club **2007**
- RE/MAX 100% Club **2004**
- RE/MAX 100% Club **2002**
- RE/MAX 100% Club **2001**

CERTIFICATIONS & COURSES

- Seller Representative Specialist **2023**
- Accredited Commercial Professional **2023**
- Pricing Strategy Advisor **2022**
- Real Estate Negotiation Expert **2020**
- Vendor Resource Management Professional Real Estate Owned Leader **2020**
- COVID-19 Guidelines **2020**
- Advanced Issues & Strategies for IRC 1031 Tax Deferred Exchange **2018**
- Accredited Commercial Professional **2017**
- Housing and Urban Development: Lead hazard Control Visual Assessment Course **2017**
- National Highway Institute: Business Relocation under the Uniform Act **2016**
- National Highway Institute: Successful Acquisition Under the Uniform Act **2016**
- REALTOR Code of Ethics Training **2016**
- G.A.R. Effectively Navigating the Transaction **2016**
- G.A.R. Understanding the Appraisal **2015**
- G.A.R. Tax Planning and New Mortgage Rules **2014**
- Military Relocation Professional **2013**
- G.A.R. Customer Service Training **2012**
- REALTOR Association Leadership **2011**
- Negotiation Skills Training **2007**
- Mediators Mental Illness Training **2005**
- Alternative Dispute Resolution Mediation **2004**
- Certified Residential Specialist (CRS) **2000**

ORGANIZATIONS

2005 – PRESENT | INAFA` MAOLEK, MEDIATOR
2014 – PRESENT | GUAM ASSOCIATION OF REALTORS, PROFESSIONAL STANDARDS COMMITTEE
2020 – PRESENT | GUAM ASSOCIATION OF REALTORS, PROFESSIONAL STANDARDS CHAIRWOMAN
2014 – 2019 | HABITAT FOR HUMANITY, PRESIDENT
2015, 2017 – 2019 | GUAM ASSOCIATION OF REALTORS, PROFESSIONAL STANDARDS VICE CHAIR
2012 – 2014, 2019 | GUAM ASSOCIATION OF REALTORS, MLS COMMITTEE CHAIRPERSON
2010 – 2014 | HABITAT FOR HUMANITY, SITE SELECTION CHAIR

ROBERT P. SALAS II

Cell: (671) 688-8454

Office: (671) 989-8542

Email: rob.salas@pfmguam.com

EDUCATION

University of San Diego School of Law
LL.M. in Taxation

San Diego, California
December 2008

University of San Diego School of Law
Juris Doctor

San Diego, California
May 2008

University of San Diego School of Business Administration
Master of Science in Accounting and Financial Management

San Diego, California
May 2005

University of San Diego School of Business Administration
Bachelor of Arts in Accounting

San Diego, California
May 2004

EXPERIENCE

Pacific Federal Management, President

May 2017- Present

Pacific Federal Management, Inc. is located in Tumon, Guam. We are leaders in the field of environmental, construction, hardscape, consulting services, and heavy equipment. We pride ourselves on innovative services that improve our local infrastructure and produce significant and lasting results for our customers. We focus on safety, excellence, and the community in all that we do. Our mission is to forge long-term relationships based on solutions, service, and people; and to contribute back to our island in a meaningful way. We aspire to be a partner recognized for our integrity, collaborative spirit and creative ideas.

- Provide leadership for a local company with over 300 employees offering various federal contracting services including environmental, construction, and maintenance services.
- Responsible for developing and implementing comprehensive business strategic plans to facilitate cost-effective operations and to increase revenue and profits
- Evaluates operations to implement the latest trends in the industry to maximize the company's level of competitiveness
- Work with Human Resources to maximize talent acquisition and people development
- Oversees the company's financial performance to ensure accurate and timely accounting practices and financial reporting

Landscape Management Systems, Director of Operations

February 2015 - May 2017

Landscape Management Systems, Inc. (LMS) is one of Guam's most highly recognized landscaping companies providing full-scale services, including landscape design, installation, grounds maintenance, and tree trimming services, for various governmental, commercial, and residential customers. They are registered as a HUBZone small business with the U.S. Small Business Administration.

- Responsible for business development resulting in the Portable Office Space Multiple Award Contracts (MAC)
- Excellent partnering skills leading to strong teaming agreements with the Demolition MAC and 8(a) Construction MAC for over 5 years
- Found value adding opportunities for the customers, while maintaining lean operations resulting in overall EBITDA growth year over year
- Manage HR functions for the office including organizing and creating and administrative office
- Create and grow accounting operations leading to appropriate costing of job functions to allow for more effective budgeting and analysis

PricewaterhouseCoopers LLP
Manager
Senior Associate

San Francisco, California
July 2013 - January 2015
October 2010 - July 2013

PwC is widely considered to be the world's most prestigious and progressive accounting firm. It offers extensive career development opportunities, including formal coaching and mentoring, informal mentoring, excellent trainings, and clear promotion paths. It's also heavily focused on CSR initiatives and improving DE&I. It set a carbon neutrality goal for 2030, and has many offerings for its staff to get more informed about DE&I issues and take anti-bias training.

- Responsible for planning and business development
- Project manage large pipeline of projects for several Fortune 100 customers
- Interview and select candidates to enhance project team and perform annual reviews to develop talent
- Drafted protest letters regarding several issues, including agency nexus of online retailers, nexus of nonresident LLC members, classification of income recognized from the triggering of a Gain Recognition Agreement, and sourcing of income on the sales of software in Minnesota

PROFESSIONAL MEMBERSHIPS

- Admitted to California State Bar, April 2009
- Inactive, California CPA
- American Bar Association
- California Society of CPAs
- Guam Contractors Association
- American Builders and Contractors Association
- Guam Chamber of Commerce
- National Association of Landscape Professionals
- International Cemetery and Funeral Association

COMMUNITY AND CIVIC INVOLVEMENT

National Association of Landscape Professionals

- Participated in an Emerging Leaders conference at Cornell University in becoming a Landscape Manager in September 2018

Guam Young Professionals Steering Committee, *Secretary and Legal Reviewer*

- Oversee the organization to ensure protocol is followed and offer advisement

FDMS Endowment Board

- Led the Charitable Donations Committee and organized the inaugural FD Auction Night, generating income respectively

Smart Trees Pacific in Hawaii, *Board of Director/Treasurer*

Rotary Club of Tumon, *International Committee*

- Assisted in set-up and selling of tickets for the most successful Melbourne Cup of fundraising

PUBLICATIONS AND PRESENTATIONS

- San Francisco's New Tax - What It Means for Asset Managers
- Deadlines Look for San Francisco's New Gross Receipts Tax: Installment Payments Due April 30
- Guam Chamber of Commerce's 13th Annual Small Business Expo and Outreach Panelist



EIN Assistant

Your Progress: 1. Identity ✓ 2. Authenticate ✓ 3. Addresses ✓ 4. Details ✓ 5. EIN Confirmation

Congratulations! The EIN has been successfully assigned.

EIN Assigned: **66-1083040**

Legal Name: **FLORES ROSA GARDENS LLC**

The confirmation letter will be mailed to the applicant. This letter will be the applicant's official IRS notice and will contain important information regarding the EIN. Allow up to 4 weeks for the letter to arrive by mail.

We strongly recommend you print this page for your records.

Click "Continue" to get additional information about using the new EIN.

[Continue >>](#)

Help Topics

[? Can the EIN be used before the confirmation letter is received?](#)



GOVERNMENT OF GUAM
DEPARTMENT OF REVENUE & TAXATION



LIMITED LIABILITY COMPANY CERTIFICATE

FLORES ROSA GARDENS L.L.C.

REGISTRATION NO: **LLC-4957**

This is to certify that the party herein named above has been duly registered as a Limited Liability Company in the Territory of Guam, in accordance with the Limited Liability Provisions of Title 18, Guam Code Annotated, Chapter 15 Section 15101, on **OCTOBER 15, 2024**.

Said organization is registered for a term specified in said Limited Liability Company, to be **PERPETUAL** unless sooner legally dissolved and complies with all laws, rules and regulations pertaining thereof.

IN WITNESS WHEREOF, I have hereunto subscribed my name officially and have hereon impress my Seal of Office, City of Hagåtña Guam USA, on this **15th day of OCTOBER, 2024**.



MARIE P. LIZAMA

Director of Revenue & Taxation

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42
FEDERAL LICENSE # 8
U.S. MARINE BRANCH

FLORES ROSA GARDENS L.L.C.
ARTICLES OF ORGANIZATION

Pursuant to the provisions of the Guam Limited Liability Company Act, as amended (the "Act"), **SALAS DEVELOPMENT L.L.C., TASI HOMES MANAGER CO, INC. and THE CHILDREN'S ARK INC.** (collectively, the "Members"), hereby certify as follows:

1. **NAME OF THE LIMITED LIABILITY COMPANY.** The name of the limited liability company formed hereby (the "L.L.C.") is **FLORES ROSA GARDENS L.L.C.**

2. **PERPETUAL EXISTENCE.** The L.L.C. shall have perpetual existence until dissolved in accordance with the Act.

3. **PURPOSE OF THE L.L.C.** The L.L.C. is to engage generally in the business of, directly or indirectly, through one or more entities: (i) owning and managing real property, (ii) such other activities as are related to or incidental to the foregoing, and (iii) all other business activity permitted under Guam law.

4. **PLACE OF BUSINESS AND REGISTERED OFFICE.** The L.L.C.'s registered office and place of business in Guam is 202 Hilton Road, PFM #7, Tumon, GU 96913.

5. **REGISTERED AGENT.** The name and address of the registered agent of the L.L.C. is: **ROBERT P. SALAS II**, whose mailing address is 202 Hilton Road, PFM #7 Tumon, GU 96913.

6. **PROPERTY CONTRIBUTIONS.** The total amount of cash contributed to the L.L.C. by the Members equals **ONE THOUSAND AND 00/100 DOLLARS (\$1,000.00)**.

7. **ADDITIONAL CONTRIBUTIONS.** Members may be obligated to make additional capital contributions to the L.L.C. in such amounts and at such times as may be determined by the Members of the L.L.C.

8. **ADMISSION OF MEMBERS.** There is no stated right of the Members to admit additional members.

9. **DISSOLUTION.** The L.L.C. shall be dissolved and its affairs wound up upon:

- (a) The unanimous written agreement of all Members; or

(b) The death, retirement, resignation, expulsion, bankruptcy or dissolution of any Member of the L.L.C. or upon the occurrence of any other event which terminates the continued membership of a Member in the L.L.C., if and only if, within ninety (90) days after such event, the Members, acting unanimously, elect to discontinue the existence of the L.L.C. and the business thereof. If the election to discontinue the existence of the L.L.C. described in the immediately preceding sentence is not made, then the L.L.C. shall not be dissolved and its affairs shall not be wound up, and it shall remain in existence as a limited liability company under the laws of Guam.

10. **NAMES AND ADDRESSES OF MEMBERS.** The L.L.C. is to be managed by three members: **SALAS DEVELOPMENT L.L.C.**, whose mailing address is 202 Hilton Road, PFM #7, Tumon, GU 96913, **TASI HOMES MANAGER CO, INC.** whose mailing address is PMB 3932, PO Box 10001, Saipan, MP 96950, and **THE CHILDREN'S ARK INC.**, whose mailing address is 238 Marine Corps Drive, #202, Hagåtña, GU 96910.

11. **PERCENTAGE INTERESTS.** The representative percentage interests of the members are **SALAS DEVELOPMENT L.L.C.** – Eighty Nine percent (89%), **TASI HOMES MANAGER CO, INC.** - Ten percent (10%), and **THE CHILDREN'S ARK INC.** - One percent (1%).

IN WITNESS WHEREOF, the undersigned Members hereby affirm under the penalties of perjury that the facts stated herein are true and correct, this 15 day of October, 2024. These Articles of Organization may be executed in several counterparts and as so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all of the parties have not signed the same counterpart.

SALAS DEVELOPMENT L.L.C.
A GUAM LIMITED LIABILITY COMPANY

BY: [Signature]
NAME: _____
ITS: _____

TASI HOMES MANAGER CO, INC.
A CNMI CORPORATION

BY: [Signature]
NAME: _____
ITS: _____

THE CHILDREN'S ARK INC.
A GUAM NONPROFIT CORPORATION

BY: [Signature]
NAME: Leonard P. Campos
ITS: Managing Member

ACKNOWLEDGMENTS

GUAM, USA)
) SS:
MUNICIPALITY OF)
Tumon)

ON THIS 15th day of October, 2024, before me, a notary public in and for Guam, personally appeared Robert P. Salas, known or identified to me to be the President of SALAS DEVELOPMENT L.L.C., a Guam limited liability company, whose name is subscribed to the foregoing ARTICLES OF ORGANIZATION, and acknowledged to me that he/she executed the same on behalf of said company, in such capacity, being fully authorized to do so, and for the uses and purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

VANESSA R. AGUON
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: FEB. 13, 2025
275G Farenholt Ave PMB 304 Tamuning, GU 96913

[Handwritten signature]

(Official signature and seal of notary public)



GUAM, USA)
) SS:
MUNICIPALITY OF)
Tumon)

ON THIS 15th day of October, 2024, before me, a notary public in and for Guam, personally appeared Robert P. Salas, known or identified to me to be the Secretary/Treasurer of TASI HOMES MANAGER CO, INC., a Guam corporation, whose name is subscribed to the foregoing ARTICLES OF ORGANIZATION, and acknowledged to me that he/she executed the same on behalf of said corporation, in such capacity, being fully authorized to do so, and for the uses and purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

VANESSA R. AGUON
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: FEB. 13, 2025
275G Farenholt Ave PMB 304 Tamuning, GU 96913

[Handwritten signature]

(Official signature and seal of notary public)



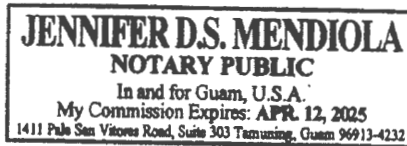
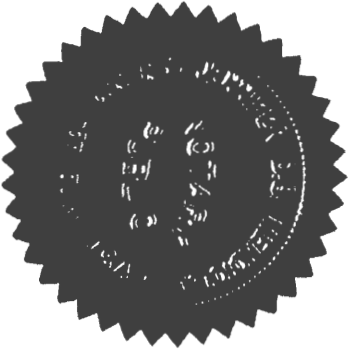
GUAM, USA)
) SS:
MUNICIPALITY OF)
 TAMUNINGA)

ON THIS 15th day of OCTOBER, 2024, before me, a notary public in and for Guam, personally appeared LEONARD P. CAMPOS, known or identified to me to be the MANAGING MEMBER of THE CHILDREN'S ARK INC., a Guam nonprofit corporation, whose name is subscribed to the foregoing ARTICLES OF ORGANIZATION, and acknowledged to me that he/she executed the same on behalf of said corporation, in such capacity, being fully authorized to do so, and for the uses and purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



(Official signature and seal of notary public)



ADDENDUM

**FLORES ROSA GARDENS L.L.C.
LIST OF MEMBERS, INITIAL CAPITAL CONTRIBUTION,
AND MEMBERSHIP INTERESTS**

MEMBER NAME, MAILING ADDRESS, TELEPHONE, AND EMAIL ADDRESS	INITIAL CAPITAL CONTRIBUTION	MEMBERSHIP INTEREST
SALAS DEVELOPMENT L.L.C. 202 Hilton Road, PFM #7 Tumon, GU 96913 Tel: (671) 688-8454 (Robert Salas II) Email: rob.salas@pfmguam.com	\$890.00	89%
TASI HOMES MANAGER CO, INC. PMB 3932, PO Box 10001 Saipan, MP 96950 Tel: (670) 234-7900 (Chieng Tan) Email: chiengt@gpccinc.com	\$100.00	10%
THE CHILDREN'S ARK INC. 238 Marine Corps Drive, #202 Hagåtña, GU 96910 Tel: (671) 479-9532 (Gina Campos) Email: thechildrensarkinc@gmail.com	\$10.00	1%

FLORES ROSA GARDENS L.L.C.

OPERATING AGREEMENT

This Operating Agreement (the “**Agreement**”) of FLORES ROSA GARDENS L.L.C., a Guam limited liability company (the “**Company**”), is made effective as of the 15 day of October, 2024, by and among each person identified on Exhibit “A” attached hereto (the “**Members Schedule**”) and by each person who has executed this Agreement or a counterpart thereof and each other person who becomes a Member of the Company in accordance with the terms of this Agreement (collectively, the “**Members**”), pursuant to the Guam Limited Liability Company Act (18 Guam Code Annotated §§ 15101 *et seq.*), (the “**Act**”).

ARTICLE I. THE COMPANY

Section 1.1. **Name.** The name of the Company is FLORES ROSA GARDENS L.L.C.

Section 1.2. **Principal Office.** The principal office of the Company is located at 202 Hilton Road, PFM #7, Tumon, GU 96913, or such other location as may from time to time be determined by the Members.

Section 1.3. **Office and Agent for Service of Process.** The office for service of process on the Company and the agent for service of process on the Company in Guam shall be those named in the Articles of Organization or such other office or such other Person or Persons as the Members may designate from time to time in the manner provided by the Act and applicable law.

Section 1.4. **Purpose; Powers; Operating Agreement.**

- (a) The purpose of the Company is to engage generally in the business of, directly or indirectly, through one or more entities: (i) owning and managing real property, (ii) such other activities as are related to or incidental to the foregoing, and (iii) all other business activity permitted under Guam law.
- (b) The Company shall have all the powers necessary or convenient to carry out the purposes for which it is organized, including the powers granted by the Act.
- (c) This Agreement shall constitute the “operating agreement” (as that term is used in the Act) of the Company. The rights, powers, duties, obligations, and liabilities of the Members shall be determined pursuant to the Act and this Agreement. To the extent that the rights, powers, duties, obligations, and liabilities of any Member are different by reason of any provision of

this Agreement than they would be under the Act in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control.

Section 1.5. **Term.** The term of the Company shall commence on the date of the filing of the Articles of Organization of the Company (the “**Articles of Organization**”) with the Department of Revenue and Taxation and shall continue in existence perpetually until the Company is dissolved in accordance with the provisions of this Agreement or as provided by law.

ARTICLE II. CAPITAL CONTRIBUTIONS

Section 2.1. **Initial Capital Contributions.** The respective capital commitments, including any initial capital contributions (the “**Initial Capital Contributions**”) are set forth in the Members Schedule. Capital Contributions (as defined in Section 2.2) shall be credited to the contributing Member’s Capital Account (as defined in Section 2.5) at the time of such contribution to the Company. No contributions, other than the Initial Capital Contributions, shall be required absent the unanimous vote of the members pursuant to Section 2.2.

Section 2.2. **Additional Capital Contributions.** The Members shall contribute additional capital to the Company, in such amounts and at such times as determined by a unanimous affirmative vote or written consent of the Members, in proportion to their respective Membership Interests. Upon a determination by the Members that an additional capital contribution is required, each Member shall have thirty (30) days from the date of such determination to contribute his, her or its share of the additional capital to the Company. Each Member shall receive a credit to his, her or its Capital Account in the amount of any additional capital contribution which he, she or it contributes to the Company.

Section 2.3. **Failure to Make Contributions.** If a Member does not timely contribute additional capital when required, that Member shall be in default under this Agreement. In such event, the Managing Member shall send the defaulting Member written notice of such default, giving thirty (30) days from the date of such notice to contribute the entire amount of the required capital contribution. If the defaulting Member does not contribute the required capital to the Company within said thirty (30) day period, the Managing Member may elect to implement any one or more of the remedies within the guidelines of Section 15113(B) of the Act, including, without limitation, specific performance.

Section 2.4. **Withdrawal and Return of Capital to Members.** Except as otherwise provided in this Agreement: (a) no Member may withdraw any portion of the capital of the Company; (b) no Member shall be entitled to the return of its Capital Contribution; (c) under circumstances requiring a return of any Capital Contributions, no Member shall have the right to receive property other than cash; and (d) no interest shall be paid on any Capital Contribution to the Company.

Section 2.5. **Maintenance of Capital Accounts.** The Company shall establish and maintain for each Member a separate capital account (a “**Capital Account**”) reflecting the Capital Contributions made by such Member, the profits and losses allocated to such Member and the distributions made to such Member.

Section 2.6. **No Obligation to Restore Negative Balances in Capital Accounts.** No Member shall have an obligation, at any time during the term of the Company or upon its liquidation, to pay to the Company or any other Member or third party an amount equal to the negative balance in such Member’s Capital Account, except as may be required by applicable law or in respect of any negative balance resulting from a withdrawal of capital or dissolution in contravention of this Agreement.

Section 2.7. **Liability of Members.** Except as otherwise provided by the Act, by applicable law, or as expressly provided in this Agreement, no Member will be obligated personally for any debt, obligation, or liability of the Company or other Members, whether arising in contract, tort, or otherwise, solely by reason of being or acting as a Member or Managing Member.

ARTICLE III. MEMBERS

Section 3.1. **Members.** The names, business, residence, or mailing address of the Members, and the initial percentage interests of the Members in the Company are set out in the Members Schedule in Exhibit “A”. The Company shall update the Members Schedule on the issuance or transfer of any Membership Interests to any new or existing Member in accordance with this Agreement. “Membership Interest(s)” shall mean a Member’s entire interest in the Company including, without limitation, the Member’s economic interest, the right to vote on or participate in the management of the Company to the extent provided in the Act, in the Articles or in this Agreement, and the right to receive information concerning the business and affairs of the Company to the extent provided in the Act, in the Articles and or in this Agreement.

Section 3.2. **Dissociation.** No Member shall have the ability to dissociate or withdraw as a Member pursuant to Section 15116(C) of the Act, or otherwise, prior to the dissolution and winding up of the Company and any such dissociation or withdrawal or attempted dissociation or withdrawal by a Member prior to the dissolution or winding up of the Company shall be null and void. As soon as any Member ceases to hold any Membership Interests, such Person shall no longer be a Member.

Section 3.3. **Meetings.** No annual or regular meetings of the Members are required. If meetings are held, such meetings shall be noticed, held and conducted pursuant to the Act. Any action required or permitted to be taken by the Members may be taken by the written consent of Members having not less than the minimum number of votes that would be necessary to authorize or take that action at a meeting at which all Members entitled to vote on that action at a meeting were present and voted. The matters specified in Section 4.2 of this Agreement require the unanimous vote of all Members. In all other

matters where a vote is required, a vote of a majority in interest of the Members shall be sufficient.

ARTICLE IV. MANAGEMENT BY MEMBERS

Section 4.1. Management by Members. Management of the Company shall be vested in the Members in accordance with this Article IV. Except as otherwise provided in this Agreement, each Member shall have full and complete authority, power and discretion to act for and bind the Company in the ordinary course of the Company's business, including, without limitation, the power to exercise on behalf and in the name of the Company all of the powers described in the Act Section 15104.

Section 4.2. Actions Requiring Approval of All Members. Notwithstanding any provision of this Agreement to the contrary, the taking of any of the following actions shall require a unanimous vote of all the Members:

- (a) The sale or exchange of all or substantially all of the assets of the Company;
- (b) The acquisition, by purchase, exchange, lease, or otherwise, of any real property by the Company;
- (c) The entering into or modification of any lease except in the ordinary course of business;
- (d) The borrowing of any money by the Company or the granting of any lien, claim, encumbrance, or security interest by the Company with respect to any asset of the Company, as security for the debts and obligations of the Company or otherwise or the modification, extension, renewal, or prepayment in whole or in part of any borrowing;
- (e) The modification or amendment of any provision of this Agreement or the Articles;
- (f) Any change in the nature of the business of the Company or the entry by the Company into any business other than the business described in Section 1.4;
- (g) The entering into or amendment, modification or termination of any contracts, agreements, or arrangements with any affiliates of a Member;
- (h) The merger, consolidation, dissolution, or winding-up of the Company or the filing by the Company of a voluntary petition for reorganization or liquidation under any federal, state or territorial law for the relief of debtors; and

- (i) The consent or acquiescence to the filing of any involuntary petition for liquidation or reorganization under any federal, state or territorial law for the relief of debtors; and

Section 4.3. **Compensation of Members and Member Affiliates.** Except as provided in this Agreement or any other written agreement approved by the Members, no Member or affiliate thereof shall be entitled to any fees or compensation from the Company.

Section 4.4. **Material Participation of The Children's Ark Inc.** The Children's Ark, Inc., a Guam nonprofit corporation (the "Qualified Nonprofit") has represented that it is exempt from Federal income tax pursuant to 501(a) of the Code and as an organization described in Section 501(c)(3) of the Code, and one of its exempt purposes is the fostering of low income housing. The Members acknowledge and understand that the Qualified Nonprofit needs to materially participate (within the meaning of Section 469(h) of the Code) in the development and operation of the apartment complex to be owned by the Company ("Apartment Complex") throughout the Compliance Period (within the meaning of Section 42(i) of the Code) to qualify for the non-profit set aside set forth in Section 42(h)(5) of the Code. As such, the Qualified Nonprofit through the Company shall materially participate (within the meaning of Section 469(h) of the Code and Treasury Regulations promulgated thereunder) in the development and operation of the Apartment Complex. The Qualified Nonprofit shall devote such time and effort as necessary to assist in the development of the Apartment Complex and to operate the Apartment Complex. During the development of and throughout the Compliance Period for the Apartment Complex, the Qualified Nonprofit shall maintain its federal tax exempt status and take such other actions under Section 42(h)(5)(c) of the Code to qualify as a "qualified non-profit organization".

Section 4.5. **Investment Purposes.** Each Member represents that he, she, or it is acquiring his, her, or its Interest in the Company for his, her or its own account as an investment and without an intent to distribute such interest. The parties acknowledge that Interests in the Company, to the extent considered to be securities, have not been registered under the Securities Act of 1933 or any state securities laws, and may not be disposed of by any Member without appropriate registration or the availability of an exemption from such requirement.

ARTICLE V. ALLOCATIONS

Section 5.1. **Allocation of Profits and Losses.** For each fiscal year (or portion thereof), all items of income, profits, losses, credits, and deductions of the Company shall be allocated among the Members in proportion to their Membership Interests.

Section 5.2. **Allocations to Assigned Interests.** In the event of a transfer of Membership Interests during any fiscal year made in compliance with the provisions of Article VII, items of income, gain, loss, and deduction of the Company attributable to such

Interests for such fiscal year shall be determined using the interim closing of the books method.

ARTICLE VI. DISTRIBUTIONS

Section 6.1. Distributions

- (a) All available cash of the Company, after allowance for all reasonable costs and expenses incurred by the Company and for such reasonable reserves as the Members shall determine, shall be distributed, on a monthly basis, in the following order of priority:
 - (i) First, to pay interest and then principal on account of all outstanding loans (if any) made to the Company by the Members (it being understood and agreed that all such loans having the same repayment priority shall be repaid to the applicable contributing Members on a pro rata basis); and
 - (ii) Second, to the Members, in the same proportion to each Member as such Member's unreturned Capital Contributions bear to the aggregate total unreturned Capital Contributions for all Members, until the amount of each Member's unreturned Capital Contributions has been reduced to zero as of the date immediately prior to the making of such distribution; and
 - (iii) Third, to the Members, pro rata, in accordance with their respective Membership Interests.
- (b) All amounts withheld or required to be withheld pursuant to the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law) (the "Code") or any provision of any state, local, or foreign tax law with respect to any payment, distribution, or allocation to the Company or any Member and treated by the Code (whether or not withheld pursuant to the Code) or any such tax law as amounts payable by or in respect of any Member or any person owning an interest, directly or indirectly in such Member, shall be treated as amounts distributed to the Member with respect to which such amount was withheld pursuant to this Section 6.1(b) and Section 10.3 for all purposes under this Agreement. The Company is authorized to withhold from distributions, or with respect to allocations to the Members and to pay over to any federal, state, territorial, local, or foreign government any amounts required to be so withheld pursuant to the Code or any provisions of any other federal, state, territorial, local, or foreign law and shall allocate any such amounts to the Member with respect to which such amount was withheld.

- (c) Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any distribution to a Member if such distribution would violate Section 15116(E) of the Act or other applicable law.

Section 6.2. **Tax Advance.** To the extent that distributions pursuant to Section 6.1(a) for the current tax year have been insufficient, and provided that the Company has adequate cash available in excess of reasonable reserves as determined by the Company, the Company may, before April 15, June 15, September 15 and January 15 of each year (or such other dates by which installment tax contributions may be due), make a distribution in cash in the amount necessary to allow the Members to pay the estimated or actual taxes due on each such date attributable to the income of the Company to be allocated to the Members.

ARTICLE VII. TRANSFERS

Section 7.1. General Restrictions on Transfer.

- (a) No Member shall pledge, cause a lien to be placed against, encumber or transfer all or any part of his or her interest as a Member of the Company or otherwise withdraw from the Company except as provided in Section 7.2.
- (b) Every transfer of an interest as a Member of the Company permitted by this Article VII, including without limitation transfers permitted by Section 7.2, shall nevertheless be subject to the following:
 - (i) No transfer of any interest in the Company may be made if such transfer would cause or result in a breach of any agreement binding upon the Company or of then applicable rules and regulations of any governmental authority having jurisdiction over such transfer.
 - (ii) A transferee of an interest in the Company who is not otherwise a Member shall not be admitted to the Company as a Member without the prior written consent of a majority of the percentage interests held by all Members ("Majority Interest"), which consent may be withheld for any reason or for no reason, and such a transferee who is not so admitted need not be recognized by the Company for any purpose hereunder and shall be entitled only to the rights which are required under the Act to be afforded to a transferee who does not become a Member.
 - (iii) Notwithstanding anything contained herein to the contrary, no interest as a Member of the Company shall be transferred without compliance with all applicable federal, territorial, and local

securities laws or if such transfer would have any substantial adverse effect on the Company for territorial income tax purposes.

- (iv) In the event of any transfer, there shall be filed with the Company a duly executed and acknowledged counterpart of the instrument effecting such transfer. The transferee shall execute such additional instruments as shall be reasonably required by the Members. If and for so long as such instruments are not so executed and filed, the Company need not recognize any such transfer for any purpose. The admission of a transferee as a substitute Member shall not result in the release of the Member who transferred the interest in the Company from any liability such Member may have to the Company that existed prior to the effective date of the transfer.
 - (v) Upon the admission or withdrawal of a Member, this Agreement (including without limitation Exhibit "A" attached hereto) and/or the Articles of Organization shall be amended appropriately to reflect the then existing names and addresses of the Members and their respective percentage interests.
- (c) Any person who acquires in any manner whatsoever an interest (or any part thereof) in the Company, whether or not such Person has accepted and assumed in writing the terms and provisions of this Agreement or been admitted into the Company as a Member as provided in Section 7.1(b), shall be deemed, by acceptance of the acquisition thereof, to have agreed to be subject to and bound by all of the terms, conditions, and obligations of this Agreement with respect to such interest and shall be subject to the provisions of this Agreement with respect to any subsequent transfer of such interest.
- (d) Any transfer in contravention of any of the provisions of this Agreement shall be null and void and ineffective to transfer any interest in the Company, and shall not bind, or be recognized by, or on the books of, the Company, and any transferee or assignee in such transaction shall not be, or be treated as, or deemed to be, a Member for any purpose. In the event any Member shall at any time transfer an interest in the Company in contravention of any of the provisions of this Agreement, then each other Member shall, in addition to all rights and remedies at law and equity, be entitled to a decree or order restraining and enjoining such transaction, and the offending Member shall not plead in defense thereto that there would be an adequate remedy at law; it being expressly hereby acknowledged and agreed by the Members that damages at law would be an inadequate remedy for a breach or threatened breach or other violation of the provisions concerning such transactions set forth in this Agreement.

Section 7.2. Permitted Transfers. The following transfers shall be permitted without the consent of the Majority Interest otherwise required under Section 7.1(a)(ii) above, but such permitted transfers shall in any event be subject to the remaining terms of Section 7.1(b)-(d):

- (a) An interest as a Member of the Company may be transferred from time to time as a part of any proceeding under the present or any future federal bankruptcy act or any other present or future applicable federal, state, territorial or other statute or law relating to bankruptcy, insolvency, or other relief for debtors, and subject to the requirements and provisions thereof.
- (b) An interest as a Member of the Company may be transferred from time to time to any Legal Representative(s) and/or Affiliate(s) of the transferring Member. "Legal Representative" shall mean with respect to any individual, a duly appointed executor, administrator, guardian, conservator, personal representative or other legal representative appointed as a result of the death, minority or incompetency of such individual. "Affiliate" shall mean, with respect to any Member, any person who, directly or indirectly (including through one or more intermediaries), controls, is controlled by, or is under common control with, such Member.
- (c) An interest as a Member of the Company may be transferred from time to time to the Company pursuant to Section 7.3.

Section 7.3. Right of First Refusal. Upon the death, insolvency, or any other event necessitating the involuntary disposition of a Membership Interest, the Company shall, to the extent permitted by law, have the option to purchase and redeem all of such Member's Membership Interest in the Company. The Company must exercise the option to purchase and redeem within ninety (90) days of the date of knowledge of such Member's death, adjudication of bankruptcy or insolvency, or occurrence of an event necessitating the Member's involuntary disposition of its Membership Interest. The price at which such Membership Interest shall be purchased shall be an amount equal to the net book value of the Membership Interest as determined under generally accepted accounting principles.

ARTICLE VIII. INDEMNIFICATION

Section 8.1. Indemnification. The Company shall indemnify any Member and may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that he, she or it is or was a Member, officer, employee or other agent of the Company or that, being or having been such a Member, officer, employee or other agent, he, she or it is or was serving at the request of the Company as a Member, officer, employee or agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise, to the fullest extent permitted by applicable law in effect on the date hereof and to such greater extent as applicable law may hereafter from time to time permit.

ARTICLE IX. ACCOUNTING; REPORTING; TAX MATTERS

Section 9.1. **Company Accounting Practices.** The Members shall maintain or cause to be maintained at all times true and correct books, records, reports, and accounts in which shall be entered fully and accurately all transactions of the Company. The books and records of the Company shall be kept in accordance with generally accepted accounting principles, consistently applied, unless otherwise required under the Code or unless otherwise approved by the Members. The accountants for the Company shall be selected by the Members.

Section 9.2. **Access to Records.** Each Member and its duly authorized representative, attorney, or attorney in fact of any of them, shall have the right, upon reasonable request, to inspect and copy, during normal business hours, any and all Company records and documents.

Section 9.3. **Income Tax Information.** The Company shall provide each Member, at such Member's cost, upon reasonable request, with such information as shall be reasonably required by such Member in order to enable it to file any of its tax returns and shall also from time to time furnish such other information available to the Company as such Member may reasonably request for the purpose of enabling it to comply with any reporting, filing, or other requirements imposed by any statute, rule, regulation, or otherwise by any governmental agency or authority or with its own internal rules, regulations, and policies generally applicable with respect to investments of this nature.

Section 9.4. **Company Tax or Information Returns.** The Company shall send to each Member a copy of the Company's federal, state, territorial and local income tax or information returns for each taxable year at least three (3) calendar days prior to the due date therefor.

Section 9.5. **Banking.** The Company shall maintain one or more separate bank accounts as the Members shall determine in the name of the Company with a federally insured reputable bank or other financial institution in which there shall be deposited funds of the Company. No other funds shall be deposited in said accounts. The funds in said accounts shall be used solely for the business of the Company, and all withdrawals therefrom are to be made only by such Members or such other persons as the Members may from time to time designate.

Section 9.6. **Fiscal Year.** The fiscal year of the Company shall end on December 31 of each year, unless otherwise approved by the Members, or as otherwise required pursuant to the Code and the Treasury Regulations promulgated thereunder. As used in this Agreement, a fiscal year shall include any partial fiscal year at the beginning and end of the Company term.

Section 9.7. **Election of Adjusted Basis.** In the event of a transfer of all or part of the Interest of a Member, the Company shall, upon request by a Member, elect, on behalf

of the Company, to adjust the basis of property of the Company pursuant to Section 754 of the Code, provided that no material adverse income tax consequence shall result to the Company or any Member.

Section 9.8. **Partnership Representative.** Salas Development L.L.C. is hereby designated as the “partnership representative” (the “**Partnership Representative**”) as provided in Internal Revenue Code Section 6223(a). Salas Development L.L.C. shall, in its sole discretion, appoint an eligible individual to act as the designated individual (the “**Designated Individual**”) under the partnership audit rules set forth in Code Internal Revenue Code Sections 6221 through 6241 (as amended by the Bipartisan Budget Act of 2015, together with any subsequent amendments and Treasury Regulations promulgated thereunder) (the “**Partnership Tax Audit Rules**”). The Designated Individual will only act as directed by the Partnership Representative. If Salas Development L.L.C. resigns or is removed as Partnership Representative, a majority of the remaining partners shall select a successor Partnership Representative and Designated Individual. All expenses incurred in connection with any audit, investigation, settlement, or review by the IRS or any other governmental authority shall be borne by the Company. The Partnership Representative is hereby authorized and shall take all actions necessary to qualify the Company as a partnership for federal/territorial income tax purposes.

ARTICLE X. DISSOLUTION AND LIQUIDATION

Section 10.1. **Dissolution and Winding Up.** The Company shall be dissolved, and its affairs shall be wound up only upon the occurrence of any of the following events:

- (a) An election to dissolve the Company made by an affirmative vote of a Majority Interest;
- (b) All or substantially all of the Company’s assets are sold or otherwise disposed of, and the only property of the Company consists of cash from such sale or disposition available for distribution to the Members; provided that the legal existence of the Company may be continued until the last day of its usual taxable year;
- (c) The occurrence of any dissolution event set forth in the Articles.
- (d) The passage of 90 consecutive days during which the Company has no Members; or
- (e) The entry of a decree of judicial dissolution under the Act.

Section 10.2. **Responsibility for Winding Up.** Upon the dissolution of the Company, the Company’s affairs shall be wound up by the Members in accordance with the Act and the provisions of this Article. If the Members winds up the Company’s affairs, they shall be entitled to reasonable compensation.

Section 10.3. Liquidation and Distribution. Notwithstanding anything set forth in this Agreement to the contrary, the person(s) responsible for winding up the affairs of the Company pursuant to Section 10.2 shall take full account of the Company's assets and liabilities, shall liquidate the assets of the Company as promptly as is consistent with obtaining the fair market value thereof, and shall apply and distribute the proceeds in the following order of priority, unless otherwise required by mandatory provisions of applicable law (with non-cash items being valued at fair market value, as reasonably determined by the persons responsible for the winding-up):

- (a) First, to pay all outstanding third-party debts and liabilities of the Company (to the extent that such debts and liabilities are then due);
- (b) Second, to fund a reasonable reserve for contingent liabilities or obligations of the Company (after passage of a reasonable time the balance, if any, in said reserve shall be distributed as set forth below);
- (c) Third, to pay all Member loans in accordance with Section 6.1(a)(i); and
- (d) Fourth, all remaining proceeds shall be distributed in accordance with Sections Section 6.1(a)(ii) - Section 6.1(a)(iii). Such distribution required by this Section 10.3(d) shall be made by the end of the fiscal year in which such dissolution occurs, or, if later, within ninety (90) days after the date of such dissolution.

It is the intention of the Members that the positive Capital Account balance of each Member immediately prior to the receipt of any liquidating distributions by such Member will be equal to the amount distributable to such Member pursuant to Section 6.1(a)(ii); in the event that a Member's Capital Account is not equal to such amount, the Company shall cause the allocations of profit and loss, or items thereof (including items of gross income and deductions) for the tax year of the Company ending with the liquidation to be allocated in such a way so as to cause each Member's Capital Account to equal the amount that such Member is entitled to receive.

Section 10.4. Requirements Upon Liquidation. Notwithstanding anything set forth in this Agreement to the contrary, in the event the Company is "liquidated" (or any Member's Interest in the Company is "liquidated") and any Member's Capital Account (or, as the case may be, the Capital Account of the Member whose Interest is "liquidated") has a deficit balance, such Member(s) shall have no obligation to restore such deficit balance or otherwise contribute to the capital of the Company.

Section 10.5. Required Filings. Upon the completion of the winding up of the Company's affairs, the Managing Member conducting the winding up of the Company's affairs shall make all necessary filings required by the Act.

ARTICLE XI. MISCELLANEOUS

Section 11.1. **Notices.** Any and all notices under this Agreement shall be effective upon (a) personal delivery; (b) deposit in the United States Mail, whereby delivery is deemed to have occurred on the business day following deposit with the United States Postal Service; or (c) electronic transmission (email) provided that the transmission is completed no later than five (5) p.m. CHST on a business day, and whereby delivery is deemed to have occurred at the end of the business day on which electronic transmission is completed. All such notices in order to be effective shall be addressed, if to the Company at its registered office as provided in the Articles, or if to a Member, at the last address of record of such Member on the books of the Company.

Section 11.2. **Complete Agreement; Partial Invalidity; Waivers.**

- (a) This Agreement may be executed in counterparts, and when executed and delivered by all parties in person, by facsimile or email pdf, shall become one (1) integrated agreement enforceable on its terms. This Agreement supersedes all prior agreements between or among the parties with respect to the subject matter hereof and all discussions, understandings, offers and negotiations with respect thereto, whether oral or written. All exhibits that are referenced in this Agreement or attached to it are incorporated herein and made a part hereof as if fully set forth in the body of the document.
- (b) Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision will be interpreted to be only so broad as is enforceable.
- (c) Any waiver of any provision or of any breach of this Agreement shall be in writing and signed by the party waiving said provision or breach. No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

Section 11.3. **Third-Party Beneficiary; Successors and Assigns.**

- (a) This Agreement is an agreement solely for the benefit of the Members (and their permitted successors and/or assigns). No other person, party or entity shall have any rights hereunder nor shall any other person, party or entity

be entitled to rely upon the terms, covenants and provisions contained herein. The provisions of this Section 11.3 shall survive the termination of this Agreement or dissolution of the Company.

- (b) This Agreement and all its covenants, terms and provisions, shall be binding on and inure to the benefit of each Member and its permitted successors and assigns.

Section 11.4. **Further Assurances.** Each Member agrees to do such things, perform such acts and make, execute, acknowledge and deliver such documents as may be reasonably necessary and customary to carry out the intent and purposes of this Agreement.

Section 11.5. **Interpretation and Construction.** The parties hereto acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto. Any captions or headings used in this Agreement are for convenience only and do not define or limit the scope of this Agreement.

Section 11.6. **Performance on a Saturday, Sunday or Holiday.** Whenever the term "day" is used in this Agreement, it shall refer to a calendar day unless otherwise specified. Should this Agreement require an act to be performed or a notice to be given on a day other than a business day, the act shall be performed or notice given on the following business day.

Section 11.7. **Governing Law; Jurisdiction; Attorneys' Fees.** This Agreement shall be enforced, governed and construed in all respects in accordance with the laws of Guam, without giving effect to the choice of law or conflict of law rules or laws of such jurisdiction. Each Member agrees that any litigation, claim or lawsuit directly or indirectly arising out of or related to this Agreement or the transactions contemplated hereby, shall be brought in the District Court of Guam or the Superior Court of Guam. Each of the parties hereby irrevocably consents to the jurisdiction of such courts. The prevailing party in any such litigation, claim or lawsuit shall be entitled to recover from the other party expenses, including expenses and fees of any appeals, and reasonable attorneys' fees. Each Member shall be entitled, in addition to all other applicable remedies, to equitable relief, including temporary and permanent injunction and a decree for specific performance, in the event of any breach of the provisions hereof by any other Member.

Section 11.8. **Equitable Remedies.** Each Party hereto acknowledges that a breach or threatened breach by such party of any of its obligations under this Agreement would give rise to irreparable harm to the other parties, for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by such Party of any such obligations, each of the other Parties hereto shall, in addition to any and all other rights and remedies that may be available to them in respect of such breach, be entitled to equitable relief, including an injunction, specific performance


and any other relief that may be available from a court of competent jurisdiction (without any requirement to post a bond or other security or to establish any actual damages). All remedies hereunder are cumulative and not exclusive, may be exercised concurrently, and nothing herein shall be deemed to prohibit or limit any party from pursuing any other remedy or relief available at law or in equity for any actual or prospective breach or default, including recovery of damages. In addition, the parties hereby waive and renounce any defense to such equitable relief that an adequate remedy at law may exist.

Section 11.9. **Amendment.** Except as otherwise provided by this Agreement, no provision of this Agreement may be amended or modified except by an instrument in writing executed by the Company and a unanimous vote of all the Members required by Section 4.2. Any such written amendment or modification will be binding upon the Company and each Member.


Section 11.10. **Ownership of Property; Right of Partition.** The interest of each Member in the Company shall be personal property for all purposes. No Member shall have any right to partition the property or any assets of the Company and each Member hereby irrevocably waives any and all right to partition, or to maintain any action for partition, or to compel any sale with respect to its interest in any assets or properties of the Company except as expressly provided in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

SALAS DEVELOPMENT L.L.C.
A GUAM LIMITED LIABILITY COMPANY

BY 
NAME _____
ITS _____

TASI HOMES MANAGER CO, INC.
A CNMI CORPORATION

BY 
NAME _____
ITS _____

THE CHILDREN'S ARK INC.
A GUAM NONPROFIT CORPORATION


BY 
NAME: Leonard P. Campos
ITS: managing member

EXHIBIT "A"

**LIST OF MEMBERS, INITIAL CAPITAL CONTRIBUTION,
AND MEMBERSHIP INTERESTS**

MEMBER NAME, MAILING ADDRESS, TELEPHONE, AND EMAIL ADDRESS	INITIAL CAPITAL CONTRIBUTION	MEMBERSHIP INTEREST
SALAS DEVELOPMENT L.L.C. 202 Hilton Road, PFM #7 Tumon, GU 96913 Tel: (671) 688-8454 (Robert Salas II) Email: rob.salas@pfmguam.com	\$890.00	89%
TASI HOMES MANAGER CO, INC. PMB 3932, PO Box 10001 Saipan, MP 96950 Tel: (670) 234-7900 (Chieng Tan) Email: chiengt@gpccinc.com	\$100.00	10%
THE CHILDREN'S ARK INC. 238 Marine Corps Drive, #202 Hagåtña, GU 96910 Tel: (671) 479-9532 (Gina Campos) Email: thechildrensarkinc@gmail.com	\$10.00	1%

ROBERT P. SALAS II
202 Hilton Road, PFM #7
Tumon, GU 96913

October 10, 2024

VIA HAND DELIVERY

Ms. Marie Lizama
Acting Director
DEPARTMENT OF REVENUE & TAXATION
GOVERNMENT OF GUAM
1240 Route 16
Barrigada Heights, Guam 96913



RE: ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT

Dear Ms. Lizama:

Pursuant to the provisions of § 7108, Title 18 Guam Code Annotated, I, **ROBERT P. SALAS II**, hereby, on behalf of **FLORES ROSA GARDENS L.L.C.** (the "Corporation"), accept the appointment by the Corporation as its registered agent to accept summons and process in all legal proceedings against the Corporation and of all notices affecting the Corporation. I am familiar with and accept the obligations of my position as such registered agent.

Very truly yours,

ROBERT P. SALAS II

EXHIBIT BB

GOVERNMENT OF GUAM
DEPARTMENT OF LAND MANAGEMENT

997232

OFFICE OF THE RECORDER

RECORDING DATE: <h2 style="margin: 0;">APRIL 15, 2024</h2>	<h2 style="margin: 0;">997232</h2>	NO. PAGE: <h2 style="margin: 0;">4</h2>
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A.M.	P.M.		FILING FEES 25.00	RECEIPT NO: R 2271
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Appointed Deputy Recorders for Ex-Officio Recorder May M. Castro Matthew A. Leon Guerrero Lillian I. Nauta	Lisa M.P. Cruz Yvonne D. Mendiola Kerilyn D.P. Tuncap	Signature of Recorder
--	---	--------------------------------------

MARK (X) TYPE OF INSTRUMENT RECORDED			
	DEED		AFFIDAVIT
	MORTGAGE		RELEASE
	ASSIGNMENT		AMENDMENT
	ADDENDUM		ASSUMPTION
	DECREE		MAP
	ORDERS		JUDGEMENT
	POWER OF ATTORNEY		REVOCATION
	AGREEMENT		TERMINATION

MARK (X) TYPE OF INSTRUMENT RECORDED				
	LEASE		CLAIMS	
	CONTRACT		CANCELLATION	
	CERTIFICATE	✓	NOTICE	
	DECLARATION		BILL OF SALE	
	EASEMENT		WITHDRAWAL	
	OTHERS:			

ABSTRACT OF TITLE SUMMARY			
ABSTRACT BY:	DATE	NEW CERTIFICATE OF TITLE NO.	CANCELLED CERTIFICATE OF TITLE NO.

COMMENTS

DATA ENTRY INFORMATION SECTION

PROPERTY LISTING NO.			
MUNICIPALITY:			
LOT NUMBER		UNIT OF MEASUREMENT	
BLOCK NUMBER		SQUARE METERS	
TRACT NUMBER		SQUARE FEET	
ESTATE NO.			
L.M. NO.			
SEPIA NO.			
DATA ENTRY BY:			
SCANNED BY:			

997232

GOVERNMENT OF GUAM – Department of Land Management
Office of the Recorder

File for Record is Instrument Number 997232

On the Year 2024 Month 04 Day 15 Time 12:51pm

Recording Fee 25.00 Receipt No. R2271

Deputy Recorder [Signature]

(Space above this line is for Recorder's use only.)

NOTICE OF LIS PENDENS

997232

FILED
SUPERIOR COURT
OF GUAM

2024 APR 15 AM 11:40

CLERK OF COURT

BY: _____

THOMPSON THOMPSON & ALCANTARA, P.C.
238 Archbishop Flores Street, Suite 801
Hagåtña, Guam 96910
Telephone: (671) 472-2089
Facsimile: (671) 477-5206
Email: MThompson@ttalaw.net
Alt. Email: Intake@ttalaw.net

Attorneys for Plaintiff Robert P. Salas

IN THE SUPERIOR COURT OF GUAM

ROBERT P. SALAS,)	CIVIL CASE NO. <u>CV 0204-24</u>
)	
Plaintiff,)	
)	
vs.)	NOTICE OF LIS PENDENS
)	
CALVO SALAS CO., INC.,)	
)	
Defendant.)	
_____)	

NOTICE IS HEREBY GIVEN that the above-entitled action concerning and affecting real property as described herein was commenced on April 15, 2024, and is now pending in the above-named court by Robert P. Salas.

The action concerns real property described as:

Lot 2144-1D-7, Municipality of Tamuning, Formerly of Dededo, Territory of Guam, Estate Number 58815, Suburban, as said lot is marked and designated on Drawing Number MSM-519TD71, as L.M. Check Number , as described in that Retracement & Parcelling Map of Lot 2144-1D-7 & 1DR7, dated June 4, 1971 and recorded June 15, 1971, at the Records Division, Department of Land Management, Government of Guam, under Document Number 102857.

COPY

997232

Area: 4,046.81 ± square meters

Last Certificate of Title Number: 70362

Last Registered Owner: Kobana, Inc., a Guam Corporation

The object of the Complaint in the action is to partition real property, pursuant to
7 GUAM CODE ANNOTATED Section 24401, *et seq.*

Dated this 15th day of April, 2024.

THOMPSON THOMPSON & ALCANTARA, P.C.
Attorneys for Plaintiff Robert P. Salas

By: 
MITCHELL F. THOMPSON

P243065.MFT

I do hereby certify that the foregoing
is a full true and correct copy of the
original on file in the office of the
clerk of the Superior court of Guam.

APR 15 2024



Jerry T. Guerrero II
Deputy Clerk, Superior Court of Guam

EXHIBIT CC

LEONARDO M. RAPADAS
Attorney General



PHILLIP J. TYDINGCO
Chief Deputy Attorney General

OFFICE OF THE ATTORNEY GENERAL

December 17, 2012

LEGAL MEMORANDUM

Ref: AG 12-0850

TO: Acting Executive Director, GHURA
Chairman, GHURA Board of Commissioners

FROM: Attorney General *[Signature]*

SUBJECT: **Guam Housing and Urban Renewal Authority Procurement**

Earlier this year, former GHURA Executive Director, Ray Topasna, brought to the attention of the Office of the Attorney General that members of the GHURA Board claimed that procurement by their agency is not subject to Guam Procurement Law. Mr. Topasna requested a formal opinion or memorandum from the office regarding the matter.

The Guam Procurement Law applies to Guam Housing and Urban Renewal Authority ("GHURA") except when requirements of federal law with respect to the expenditure of federal funds are inconsistent then federal law shall control. See 12 G.C.A. § 5132. Prior memorandums opined that GHURA was exempt from the centralized Government of Guam Procurement Law because GHURA is 100% federally funded. However, none of the opinions cited a federal law or regulation to support its conclusion that GHURA is exempt.

Title 24 CFR § 85.36, Housing and Urban Development, Office of the Secretary, Department of Housing and Urban Development, Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments, Post-Award Requirements, Changes, Property and Subawards, Procurement, provides that "[w]hen procuring property and services under a grant, a State will follow the same policies and procedures it uses for procurements from its non-Federal funds. A State includes any territory or possession of the United States. See 24 CFR § 85.3.

GHURA administers several programs that are federally funded. See www.ghura.org.

1. The Public Housing program is a Federal aid administered by Housing and Urban Development (“HUD”) to GHURA to manage the housing for low income residents at rents they can afford. The program regulations, 24 CFR Part 960, do not provide for procurement.
2. The Section 8 program is a Federal aid administered by HUD to GHURA to provide rental assistance for very low-income residents to make renting housing in the community affordable. The program regulations, 24 CFR Part 983, do not provide for procurement.
3. The *Guma Trankilidat* program is financed through the Farmers Home Administration, Section 515 New Construction. Farmers Home Administration, Section 515 New Construction and Part 884, Section 8 Housing Assistance Payments Program, New Construction Set-Aside for Section 515 Rural Rental Housing Projects and 42 U.S.C. § 1485, Farmers Home Administration under Section 515 of the Housing Act of 1949 do not provide for procurement.
4. The Community Development Block Grants (CDBG) Program is a grant provided by the HUD. CDBG is authorized by the Housing and Community Development Act of 1974, as amended. Program regulations are found in 24 CFR Part 570. The following regulations contained in 24 CFR Part 570 govern procurement:

Title 24 CFR § 570.200(d)(2), Housing and Urban Development, Office of the Assistant Secretary for Community Planning and Development, Department of Housing and Urban Development, Community Facilities, Community Development Block Grants, Eligible Activities, General Policies, Consultant Activities, Independent Contractor Relationship, provides that consultant services provided under an independent contractor relationship are governed by the procurement requirements in 24 CFR § 85.36.

Title 24 CFR § 570.200(f) provides, in pertinent part, the means of carrying out eligible activities are subject to local law by the recipient through procurement contracts governed by the requirements of 24 CFR 85.36.

Title 24 CFR 570.489(g), Program Administrative Requirements, Procurement, provides:

“When procuring property or services to be paid for in whole or in part with CDBG funds, the state shall follow its procurement policies and procedures. The state shall establish requirements for procurement policies and procedures for units of general local government, based on full and open competition. Methods

of procurement (e.g., small purchase, sealed bids/formal advertising, competitive proposals, and noncompetitive proposals) and their applicability shall be specified by the state. Cost plus a percentage of cost and percentage of construction costs methods of contracting shall not be used. The policies and procedures shall also include standards of conduct governing employees engaged in the award or administration of contracts. (Other conflicts of interest are covered by § 570.489(h).) The state shall ensure that all purchase orders and contracts include any clauses required by Federal statutes, executive orders and implementing regulations.”

Title 24 CFR 570.502, Grant Administration, Applicability of Uniform Administrative Requirements, requires government entity recipients to comply with OMB Circular No. A-87, “Cost Principles for State, Local, and Indian Tribal Governments”; OMB Circular A-128, “Audits of State and Local Governments” (implemented at 24 CFR part 44); and with the sections of 24 CFR part 85 “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments” or the related CDBG provision, including 24 CFR § 85.36. None of the provisions except 24 CFR § 85.36 provide for procurement.

5. The HOME Program is a grant provided by HUD and authorized by Title II of the Cranston-Gonzales National Affordable Housing Act, as amended. 42 USC 12.721 et seq. Program regulation is 24 CFR Part 92 and does not provide for procurement.
6. The Emergency Solutions Grant (ESG) Program is funded by HUD. ESG grants are provided by HUD. ESG is authorized under Subtitle B of Title IV of the Stewart B. McKinney Act (42 USC 11371 et seq.) and renamed in the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act. Program regulations are 24 CFR Part 91 and 576. These provisions do not provide for procurement.
7. The Continuum of Care (Guam Homeless Coalition) program responds to the needs of the homeless. Funds were not identified and regulations were not cited.
8. The Homelessness Prevention and Rapid Re-Housing Program (HRRP) funds may be used to provide homelessness prevention assistance to persons at-risk of homelessness, to provide rapid re-housing assistance to homeless persons, to help cover required data collection and evaluation costs, and to help cover grant administration costs.
9. The Low Income Housing Tax Credit Program was created by the 1986 Tax Reform Act to assist with the development of low-income rental housing by providing qualified owners with Credit to offset their tax obligations.

10. The Weatherization is a program to help reduce energy costs for income eligible applicants by improving the energy efficiency of their homes.

A review of GHURA's programs and their regulations does not reveal or provide for a different procurement process with federal funds. Rather, it requires GHURA to follow Guam's procurement process for local funds. See 24 CFR § 85.36. Therefore, the procurement statutes, such as, 5 G.C.A. § 5121(b) and 5 G.C.A. § 5150, that require the Attorney General's approval on legal services contracts and procurements in excess of \$500,000, respectively, apply to GHURA and its procurement. Unless a specific federal statute or regulation provides otherwise, GHURA is not exempt from the Government of Guam Procurement Law.

Respectfully Submitted,



SHANNON TAITANO
Assistant Attorney General

EXHIBIT DD



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

THE CHILDRENS ARK INC
238 E MARINE CORPS DR STE 202
HAGATNA, GU 96910

Date:
09/27/2022
Employer ID number:
66-1020117
Accounting period ending:
December 31
Public charity status:
509(a)(2)
Form 990/990-EZ/990-N required:
Yes
Effective date of exemption:
September 14, 2022
DLN:
26053664004772
Addendum applies:
No
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: 877-829-5500

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

You can receive transfers deductible by U.S. citizens and residents for U.S. estate and gift tax purposes to the extent allowable under IRC Sections 2055 and 2522.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ). If you don't normally have more than \$50,000 in annual gross receipts from sources within the U.S., and you don't engage in significant activity in the U.S. (other than investment activity), you may submit the Form 990-N, e-Postcard, annually instead of Form 990 or 990-EZ. If you don't file a required return or notice for three consecutive years, your exempt status will automatically be revoked. For more information on filing requirements, see Revenue Procedure 2011-15, 2011-3 I.R.B. 322.

You're subject to unrelated business income tax under IRC Section 511 on your unrelated business taxable income derived from sources within the U.S. or effectively connected with the conduct of a trade or business within the U.S. (whether or not such income is derived from sources within the U.S.). For purposes of these rules, the "U.S." includes only the fifty states and the District of Columbia. See Publication 598, Tax on Unrelated Business Income of Exempt Organizations, for more information.

If you have employees in the U.S. (whether they are U.S. residents or not) you may be liable for federal employment taxes, including the withholding of tax. See Publication 15, (Circular E), Employer's Tax Guide, and Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities, for more information.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities and search "4221-PC" to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for information on your recordkeeping, reporting, and disclosure requirements as a public charity.

Sincerely,

Stephen A. Martin

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

EXHIBIT EE

2024 QAP

EX 4 SITE CONTROL DOCUMENTATION

Flores Rosa
Gardens



EXHIBIT 4 SITE CONTROL DOCUMENTATION

Complete Site Control Form. Attach evidence of site control for the project, e.g. deed, lease, agreement of sale, option agreement. Documentation(s) must be current and signed. Photocopies of supporting documents are acceptable.

SITE CONTROL FORM

Site size: ^{4,046.81 sq meters} _____ Acres _____ Square Feet

Present legal owner of the project site:

Name Robert P. Salas		
Address 202 Hilton Road, B01		
City Tamuning, Gu 96913	State	Zip

Site control status: (check appropriate box and attach)

- Own site - fee simple
- Executed ground lease Expires on: _____
- Option to purchase Expires on: _____
- Option to lease Expires on: _____
- Other: _____ Expires on: _____

Zoning:

Current zoning description: R-2, Multiple Dwelling Zone
Land use classification: R-2, Multiple Dwelling Zone
Will your project conform to the existing zoning for the property? Yes
- If yes, attach document See attached.
- If no, describe your action plan for obtaining the appropriate zoning or zoning exemptions. List the variances and/or special use permits required.

Off-site improvements:

Please provide information on the availability of utilities and site access for the proposed project. Kindly include information on existing infrastructure capabilities and any planned or potential expansion of infrastructure needed to develop this project.

Refrain from answering only as "yes" or "no". Further explanation required. Attach supporting documents if needed.

Water:

Existing: Existing water connection is 200' away at the intersection of Latisa and Ifit street.
Planned: 12" waterline expansion to the property is needed.

Sewer:

Existing:

Manhole is roughly 200' away from the property.

Planned:

Approximately 200' of 8" sewer line will be installed.

Drainage:

Existing:

No existing drainage.

Planned:

Grass swales, catch basins, gutters, culverts and forebays to be installed as needed. Will capture and convey storm water runoff to new ponding basins.

Roads:

Existing:

The property is at the end of Ifit Street.

Planned:

Access to the property will be improved with a paved road as well as paved parking lot and easement build out.

Electric

Existing:

Guam Power Authority transmission and distribution lines serve the area from Latisa and Ifit Street.

Planned:

Connect to the system on Ifit street. A transformer may be constructed on site. Service from the transformer to the meter bank will be underground.

Telephone, Television, and Data

Existing:

None.

Planned:

will work with service providers to provide hardlines for phone, cable tv and data.

On-site improvements:

Identify the benefits in use or disclose any potential problems associated with your proposed site.

Describe access to site. Provide copy of recorded map as supporting document.


Site access is only available through Ifit Street. There is one way in and out of the development.

Describe availability of utilities. Provide supporting document.

Guam Power Authority transmission and distribution lines serve the area from Latisa and Ifit Street. Existing water connection is 200' away at the intersection of Latisa and Ifit street.

Describe site improvements.

Supporting infrastructure to the development will be installed to ensure that power, water, sewer, drainage and roads allow for a quality of life comparable to other similar sized developments. Electrical upgrades will ensure that there is an adequate amount of voltage and security to the premises. Drainage and water improvements will ensure that the area is not flooded or difficult to access during times of heavy rain.

GOVERNMENT OF GUAM – Department of Land Management Office of the Recorder	
File for Record is Instrument Number	<u>1002740</u>
On the Year 20	<u>24</u> Month <u>10</u> Day <u>09</u> Time <u>8:42am</u>
Recording Fee	<u>459.25</u> Receipt No. <u>R0117</u>
Deputy Recorder	 Kerilyn D.P. Tuncap

(Space above this line is for Recorder's use only.)

GRANT DEED

CALVO SALAS CO., INC. ("Grantor") a Guam corporation, whose address is 138 Martyr Street, Hagåtña, Guam 96910, and its successors and assigns, for Ten Dollars (\$10.00) plus other, good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto **ROBERT P. SALAS** ("Grantee"), a married man, whose address is 202 Hilton Road, B01, Tamuning, Guam 96913, in fee simple, that certain parcel of real property (the "Premises") situated in the municipality of Tamuning, Guam, and more particularly described as follows:

Lot 2144-1D-7, Municipality of Tamuning, Formerly of Dededo, Territory of Guam, Estate Number 58815, Suburban, as said lot is marked and designated on Drawing Number MSM-519TD71, as L.M. Check Number 541-FY71, as described in that Retracement & Parcelling Map of Lot 2144-1D-7 & 1D-R7, dated June 4, 1971 and recorded June 15, 1971, at the Records Division, Department of Land Management, Government of Guam, under Document Number 102857.

Area: 4,046.81 ± square meters

Last Certificate of Title Number:
70362 - Kobana, Inc., a Guam Corporation

Together with all appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and also all

GRANT DEED

of the estate, right, title, interest, possession, claims and demands whatsoever, both at law and in equity, of said Grantor in and to the above-described Premises, and every part and parcel thereof with the appurtenances thereto appertaining.

TO HAVE AND TO HOLD, all and singular, the above-mentioned and described Premises, together with the appurtenances, unto the above-named Grantee, his successors and assigns forever subject to all liens, claims and encumbrances of record.

Grantee acknowledges that water and power (electricity) are immediately available on the Premises or within 100 feet of the property.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this GRANT DEED to be executed as of the dates indicated near their respective signatures.

GRANTOR:

GRANTEE:

CALVO SALAS CO., INC.

By: _____

Robert P. Salas
Its Duly Authorized Representative

Dated: _____

9-5-24

ROBERT P. SALAS

Dated: _____

9-5-24

[NOTARY SIGNATURES TO FOLLOW ON NEXT PAGE]

GRANT DEED

GUAM, U.S.A.)
VILLAGE OF Tamuning) ss:

On this 5th day of September, 2024, before me, the undersigned notary, personally appeared Robert P. Salas, the duly authorized representative of CALVO SALAS CO., INC., the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



[Handwritten Signature]

VANESSA R. AGUON
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: **FEB. 13, 2025**
275G Farenholt Ave PMB 304 Tamuning, GU 96913

GUAM, U.S.A.)
VILLAGE OF Tamuning) ss:

On this 5th day of September, 2024, before me, the undersigned notary, personally appeared ROBERT P. SALAS, the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



[Handwritten Signature]

VANESSA R. AGUON
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: **FEB. 13, 2025**
275G Farenholt Ave PMB 304 Tamuning, GU 96913

AFFIDAVIT OF TRUE CONSIDERATION

We, the undersigned having been first duly sworn do hereby depose and say as follows:

(1) That by the terms of a Grant Deed bearing the Document Number 1002740, said Grant Deed being incorporated herein by this reference, **ROBERT P. SALAS**, has duly acquired in fee simple the property fully described as:

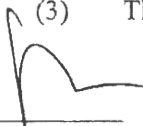
Lot 2144-1D-7, Municipality of Tamuning, Formerly of Dededo, Territory of Guam, Estate Number 58815, Suburban, as said lot is marked and designated on Drawing Number MSM-519TD71, as L.M. Check Number 541-FY71, as described in that Retracement & Parcelling Map of Lot 2144-1D-7 & 1D-R7, dated June 4, 1971 and recorded June 15, 1971, at the Records Division, Department of Land Management, Government of Guam, under Document Number 102857.

Area: 4,046.81 ± square meters

Last Certificate of Title Number:
70362 - Kobana, Inc., a Guam Corporation

(2) That the true consideration or value given for said realty is ONE HUNDRED SEVENTY-THREE THOUSAND SEVEN HUNDRED DOLLARS (\$173,700.00 USD).

(3) That to my knowledge (initial where applicable):



GRANTEE




GRANTOR

A real estate commission was paid in connection with this transaction in the amount of \$19,300.00 to ReMax Pacific Alliance Realty.

(4) That this Affidavit is executed to satisfy the requirements of 11 G.C.A. Section 20102 and is for official use by the Government of Guam.

(5) It is further understood that this document is submitted only for such official use by the Government and is not to be made available for inspection by the general public.

GOVERNMENT OF GUAM – Department of Land Management Office of the Recorder	
File for Record is Instrument Number	<u>1002741</u>
On the Year 20 <u>24</u> Month <u>10</u> Day <u>09</u> Time <u>8:44am</u>	
Recording Fee <u>25.00</u>	Receipt No. <u>RD117</u>
Deputy Recorder	
Kerilyn D.P. Tuncap	

(Space above this line is for Recorder's use only.)

AFFIDAVIT OF TRANSFEREE

I, **ROBERT P. SALAS**, being first duly sworn on oath, hereby depose and say as follows:

- (1) I am married to Delta Salas.
- (2) That by a Grant Deed, I have acquired the following described parcel of real property:

Lot 2144-1D-7, Municipality of Tamuning, Formerly of Dededo, Territory of Guam, Estate Number 58815, Suburban, as said lot is marked and designated on Drawing Number MSM-519TD71, as L.M. Check Number 541-FY71, as described in that Retracement & Parcelling Map of Lot 2144-1D-7 & 1D-R7, dated June 4, 1971 and recorded June 15, 1971, at the Records Division, Department of Land Management, Government of Guam, under Document Number 102857.

Area: 4,046.81 ± square meters

Last Certificate of Title Number:
70362 - Kobana, Inc., a Guam Corporation

- (3) That I hold said property as separate property.
- (4) That this Affidavit is made for the purpose of complying with the requirement of Title 21 Guam Code Annotated Section 29158.

COMMITMENT FOR TITLE INSURANCE
Issued by
STEWART TITLE GUARANTY COMPANY
NOTICE

IMPORTANT – READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I – Requirements; Schedule B, Part II – Exceptions; and the Commitment Conditions, Stewart Title Guaranty Company, a company (the "Company") commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I – Requirements have not been met within 90 days* after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; [and] Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Transaction Identification Data for reference only:

Title Guaranty of Guam, Inc.
320 Hernan Cortez Avenue, Suite 100
Hagatna, GU 96910
Escrow Number: 271.24
Property Address:

SCHEDULE A

1. Commitment Date: **September 19, 2024 8:00AM**

2. Policy or Policies to be issued: Proposed Policy Amount:
 - a. Owner's Policy: \$173,700.00
Proposed Insured: Robert P. Salas

 - b. Loan Policy:
Proposed Insured:

3. The estate or interest in the Land described or referred to in this Commitment is:
FEE SIMPLE

4. The Title is, at the Commitment Date, vested in:

CalvoSalas, Co., Inc., a Guam Corporation, 1/2 undivided interest, and Robert P. Salas, a married man, as sole and separate property, 1/2 undivided interest.

5. The Land is described as follows:
Lot 2144-1D-7, Tamuning

Title Guaranty of Guam, Inc.

By: 
Authorized Signatory

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; [and] Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Standard form of indemnity (GAP Indemnity) for defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Commitment Date but prior to the date of recording of the instruments under which the Proposed Insured acquires the estate or interest or mortgage covered by this commitment must be provided.
6. Notice of Lis Pendens
Civil Case# CV - 0204-24
Plaintiff: Robert P. Salas
Defendant: Calvo Salas Co., Inc.
Note: The object of the Complaint in the action is to partition real property, pursuant to 7 Guam Code Annotated Section 24401, et seq
Premises: Lot 2144-1D-7, Tamuning
dated April 15, 2024 and recorded April 15, 2024 under document number 997232.
7. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 24103 of Chapter 24, Title 11 Guam Code Annotated for the Territory of Guam.

Real Property Taxes for the years 2016 and 2022 are delinquent plus interest and penalty costs.

Assessee:	Robert P Salas	
Account Number:	1446207256	
Legal Description:	Lot 2144-1-D-7, Tamuning	
Year	Bill Number	Amount
2016	RP16029992	\$795.66 (L)
2022	RP22019921	\$795.66 (L)

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Real Property Taxes for the year 2023 were paid on December 28, 2023 in the amount of \$795.66 (L) - Pin Number 1446207256.

Assessee: Robert P Salas

Real Property Taxes for the years 1993 and 1994 are delinquent plus interest and penalty costs.

Assessee: Henry Rev Dykema

Account Number: 1440109238

Legal Description: Lot 2144, Tamuning

Year	Bill Number	Amount
1993	RP930000017475	\$31.49 (B)
1994	RP94017908	\$31.50 (B)

End of Schedule B, Part I

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File Number: 0906249909



SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANTS, CONDITIONS, RESTRICTIONS, OR LIMITATIONS CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Any rights, interests or claims, which are not shown by the public records, but which could be ascertained by an inspection of Land or which may be asserted by persons in possession thereof.
3. Any lien, or right to a lien, for services, labor, or materials hereto or hereafter furnished, imposed by law and not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters which a correct survey would disclose, and which are not shown by the public records. (a) Unpatented mining claims;(b) reservations or exceptions in patents or in Acts authorizing the issuance thereof;(c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown in the public records.
5. Taxes and assessments for the current year and all subsequent years that are a lien but not yet due and payable.
6. The liability of the Company by reason of any challenge, or claim against, or invalidity of the title herein insured, arising out of, relating to, or as a consequence of any alleged, attempted, or actual violation of any of the provisions of Section 1204 Title 21 of the Guam Code Annotated ("Alien Ownership") or any of the provisions of 48 USCA Sections 1501-1506 ("Alien Ownership of Land"), together with the duty of the Company to defend the insured by reason of such a challenge or claim, are specifically excepted from the coverage of the policy.

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7. Any rights, interests, or claims which may exist or arise by reason of the following facts shown on a survey plat entitled Retracement & Parcelling Map of Lot 2144-1D-7 & 1D-R7, dated June 4, 1971, prepared by Juan R. Mesa, RLS No. 20, recorded June 15, 1971 under document number 102857
- A. The fact that there is a 40' wide easement for ingress & egress on said land.

End of Schedule B, Part II

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Exhibit A

Lot 2144-1D-7, Municipality of Tamuning, Formerly of Dededo, Territory of Guam, Estate Number 58815, Suburban, as said lot is marked and designated on Drawing Number MSM-519TD71, as L.M. Check Number 541-FY71, as described in that Retracement & Parcelling Map of Lot 2144-1D-7 & 1D-R7, dated June 4, 1971 and recorded June 15, 1971, at the Records Division, Department of Land Management, Government of Guam, under Document Number 102857.

Area: 4,046.81 square meters

Last Certificate of Title Number:

70362 - Kobana, Inc., a Guam Corporation

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records
- (b) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I – Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I – Requirements; and
- (f) Schedule B, Part II – Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

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5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I – Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(i) through 5(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I – Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II – Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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**Security
Title**

OWNERSHIP & ENCUMBRANCE REPORT

File Number: 23-37811-GU

DATE: October 22, 2024

Requested By:

RE/MAX Pacific Alliance Realty

Attn:

Shawn R. Blas

Legal Description (s):

Lot Number 2144-1D-7, Tamuning, GU
96913

OWNERSHIP AND ENCUMBRANCE REPORT

I This Report is Not:

- 1** A guarantee or warranty of title.
- 2** A legal opinion as to the status of the title.
- 3** A title commitment to issue a title insurance policy.
- 4** A title insurance policy.

II The Status or Validity of the Title to Subject Property may also be affected by the following matters:

- 1** Rights or claims of parties in possession not shown by the public records
- 2** Easements, or claims of easements, not shown by the public records
- 3** Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of premises.
- 4** Taxes or special assessments which are not shown as existing liens by the public records.
- 5** Any lien, or right to a lien, for services, labor or material hereto or hereafter furnished, imposed by law and not shown by the public records.

Therefore, no one should rely on this report as a basis for the Consummation of any real estate transaction until it is converted into an actual Title Insurance Commitment, at which time additional requirements and exceptions will necessarily be added.

III Liability of Security Title, Inc. under this report.

- 1** **Security Title, Inc.** disclaims any and all liability or responsibility for defects in, or the marketability of the title to the Real Property which is the subject of this Ownership and Encumbrance Report.
- 2** The total liability of **Security Title, Inc.** shall not exceed **\$200.00** paid for the Ownership and Encumbrance Report.



File Number: **23-37811-GU**

Date: **October 21, 2024**

This report is subject to the terms, conditions and stipulations contained herein.

OWNERSHIP & ENCUMBRANCE REPORT

SECURITY TITLE, INC. has made a thorough search at the Department of Land Management, Government of Guam, as disclosed by the public indexes, records, and electronic data, relating to the hereinafter described real property, viz:

Lot Number 2144-1D-7, Tamuning

(See Exhibit A for full description)

The estate or interest in the land described or referred to in this report herein is:

FEE SIMPLE

The search of said records shows the last grantees as:

[Robert P. Salas, a married man, as his sole and separate property](#)

The search of said records also shows the subject property being affected or encumbered by the following recorded instruments:

Taxes, Mortgages & Liens:

1. Real Property Taxes for the year 2023 are paid in full:

Land Tax

Under the Name of: Salas, Robert P

Pin Number: 1446207256

Annual Assessment: \$795.66



2. Real Property Taxes (and subsequent penalties and interest) for the year or years

Land Tax

Under the Name of: Salas, Robert P

Pin Number: 1446207256

Year: Amount Owed - Invoice No.:

2022 - \$795.66 - RP22019921

2016 - \$795.66 - RP16029992

3. Notice of Lis Pendens, under Civil Case No. CV0204-24, styled, Robert P. Salas, Plaintiff, vs. Calvo Salas Co., Inc., Defendant, dated 15 April 2024 and recorded on 15 April 2024 under Instrument No. [997232](#) at Land Management.

Easements & Restrictions:

1. 40' wide easement for ingress and egress, as disclosed by that Retracement & Parcelling Map of Lot 2144-1D-7 & 1D-R7, as shown on Drawing Number MSM-519TD71, as L.M. Check Number 541 FY 71, dated 04 June 71 and recorded on 15 June 71 under Instrument No. [102857](#) at Land Management.

**** END ****

SECURITY TITLE, INC.

A handwritten signature in black ink that reads "K Anderson".

Kim Anderson Young



EXHIBIT A

Lot Number 2144-1D-7, Tamuning, Guam, Estate Number 58815, Suburban, as said Lot is described in that Retracement & Parcelling Map of Lot 2144-1D-7 & 1D-R7, as shown on Drawing Number MSM-519TD71, as L.M. Check Number 541 FY 71, dated 04 June 71 and recorded on 15 June 71 under Instrument No. [102857](#) at Land Management.

For informational purposes only, the above referenced map indicates the property contains an area of 4,046.81± square meters.

Last Certificate of Title Number: 70362 - Kobana, Inc., a Guam corporation



DIPĀTTAMENTON MINANEHAN TĀNO'
 (Department of Land Management)
GUBETNAMENTON GUĀHAN
 (Government of Guam)



Street Address:
 590 S. Marine Corps Drive
 Suite 733 ITC Building
 Tamuning, GU 96913

LOURDES A. LEON GUERRERO
 MAGA HĀGA • GOVERNOR

JOSEPH M. BORJA
 DIRECTOR

JOSHUA F. TENORIO
 SIGUNDO MAGA LĀHI • LIEUTENANT GOVERNOR

ROSSANA SAN MIGUEL TISTON
 DEPUTY DIRECTOR

Mailing Address:
 P.O. Box 2950
 Hagåtña, GU 96932

Date: October 23, 2024
 To: Security Title c/o Isa Santos
 From: Guam Chief Planner
 Re: Request for DLM Certification of Designated Zone

Website:
<http://dlm.guam.gov>

Property Description: Lot 2144-1D-7
 Municipality: Tamuning (Formerly Municipality of Dededo)
 Project/Application Name:
 Reference Map No.: 541FY71

E-mail Address:
dmdir@land.guam.gov

Requestor: Isa Santos
 Contact No.: (671) 777-8116

Telephone:
 671-649-LAND (5263)

Verification of Designated Zone
 ZONING DISTRICT: "R-2" (Multiple Dwelling) Zone

REMARKS: Subject lot is zoned "R-2" pursuant to Official Zoning Map F3-67S36, recorded under Instrument No. 80515.

Facsimile:
 671-649-5383

Grace Vergara, Planner IV
 (Research Verified By)

Certification of Zone (above)

Celine L. Cruz
 Guam Chief Planner

10/24/24

Date

*This is a written request for the above information. Filing Fee: Ten Dollars (\$10.00) filing fee as per Public Law 29-02, Chapter V, Part III (Fees and Charges Assessed by the Department of Land Management); available approximately four (4) working days as per P.L. 25-06, Section 1(d), Sunshine Reform Law, except for zone verifications.



GUAM WATERWORKS AUTHORITY

Gloria B. Nelson Public Service Building
688 Route 15
Mangilao, Guam 96931
Phone: (671) 300-6058

Division of Engineering
Verification of Utilities
Form ENGP-012

Date: October 25, 2024

To: Joong Kim
Telephone: 671 788 8563
Email: joong.kim@pacificalliancengo.com

RE: Lot 2144-1-D-7, Ifit St, Tamuning

The following comments are provided in response to your verification request for government water and sewer systems near the referenced lot.

1. A 6-inch or larger waterline is located within 100 feet of the referenced lot.
2. The water system in the area is a 2-inch waterline or smaller. Improvements by applicant may be required.
3. The water system in the area is a 4-inch waterline. Improvements by applicant may be required.
4. Water service is NOT available in the area. The area is undeveloped or the point of connection is more than 100 feet from the referenced lot.
5. An 8-inch or larger sewer main is located within 200 feet of the referenced lot.
6. Sewer service is NOT available in the area. The area is undeveloped or the point of connection is more than 200 feet from the referenced lot.


Remarks:

GWA records indicate there are existing: a 6-inch diameter water main and an 8-inch diameter sewer main, west of subject lot in Latisa Street; and a 2-inch diameter water main, fronting subject lot, west in Ifit Street. All existing water and sewer line sizes and locations must be field verified for accuracy.

This verification of utilities is for the location of utilities and for planning purposes only. The capacities of the existing systems to accommodate a development has not yet been determined. Utility connection approvals for a proposed development are based on the water and/or sewer systems' available capacity to meet the proposed development's utility demand. Furthermore, septic tank/leaching fields systems shall not be installed within a wellhead protection zone having a radius of 300 feet from a GWA water well. This is not a permit. The applicant must obtain appropriate permits for development on the referenced lot, including Department of Public Works building and occupancy permits, as well as GWA utility tapping permits. This verification expires 365 days after the issuance date or such time that the available capacity cannot support the proposed development.

Water and sewer connection information is available at: <http://guamwaterworks.org/faq/water-sewer-service-application/>. If you have any questions, please contact me at ggtatoc@guamwaterworks.org; or Brian Hess, Permits/New Area Development Supervisor, at bhess@guamwaterworks.org; (671)300-6041.

Sincerely,


Gerald Gattoc
2024.10.25
12:55:37
+10'00'

Gerald Gattoc
Associate Engineer
New Area Development and Permits Section



Phase I Environmental Site Assessment Report
Lot 2144-D1-7
Tamuning , Guam



Prepared for:

Land Management Systems -Guam
202 Hilton Rd.
Tumon, Guam 96921
(671) 647 2617

Prepared by:

HSE Pacific
119 San Tatte Ln.
Piti, Guam 96915
(671) 685 8686

October 2024

**Phase I Environmental Site Assessment Report
Lot 2144-1D-7 Tamuning, Guam**

Prepared for

Land Management Systems - Guam
202 Hilton Rd.
Tumon, Guam 96921
(671) 647 2617

Prepared by

HSE Pacific
119 San Tatte Ln

Piti, GU 96915
(671) 685 8686

A handwritten signature in black ink, appearing to read 'CHR'.

Chris Rhodes CIH, CSP, MSPH
Vice President

October 2024

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LIST OF ACRONYMS

AIRS	Aerometric Information Retrieval System
AST	Aboveground storage tank
ASTM	ASTM International
BRS	Biennial Reporting System
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
CERCLIS	CERCLA Information System
CDL	Clandestine Drug Labs
CONSENT	Superfund (CERCLA) Consent Decrees
CORRACTS	RCRA Information System-Corrective Action Sites
DLM	Department of Land Management
DOD	Department of Defense
DOT OPS	Department of Transportation, Office of Pipeline Safety
EA	EA Engineering, Science, and Technology, Inc., PBC
EDR	Environmental Data Resources, Inc.
EPA	Environmental Protection Agency
ERNS	Emergency Response Notification
ESA	Environmental Site Assessment
FEMA	Federal Emergency Management Agency
FIFRA	Federal Insecticide, Fungicide, and Rodenticide Act/TSCA
FINDS	Facility Index System
ft	feet
FTTS	FIFRA/TSCA Tracking System
FOIA	Freedom of Information Act
FUDS	Formerly Used Defense Sites
GHS	Guam Homeland Security
GMH	Guam Memorial Hospital
GPD	Guam Police Department
GWA	Guam Water Works Authority

ICIS	Integrated Compliance Information System
LUCIS	Land Use Control Information System
LUST	Leaking underground storage tank
MARC	Micronesian Area Research Center
MLTS	Material Licensing Tracking System
MINES	Mines Master Index File
NFRAP	No Further Remedial Action Planned (Delisted CERCLA Site)
NPDES	National Pollutant Discharge Emissions System
NPL	National Priorities List
NSD	Naval Supply Depot
OCPCASES	Oil Control Program Cases
ODI	Open Dump Inventory
OEW	Ordnance and explosives waste
PADS	Polychlorinated Biphenyl Activity Database
PAH	Polycyclic aromatic hydrocarbons
PCB	Polychlorinated biphenyl
RADINFO	Radiation Information
RCRA	Resource Conservation and Recovery Act
REC	Recognized Environmental Condition
ROD	Record of Decision
SHWS	State Hazardous Waste Sites
SSTS	Section Seven Tracking System
SWF/LF	Solid Waste Facilities/Landfills
SWRCY	State Recycling Directory
TPH	Total petroleum hydrocarbons
TRIS	Toxic Release Inventory System
TSCA	Toxic Substances Control Act
TSD	Treatment, Storage and/or Disposal
USACE	United States Army Corps of Engineers
USEPA	United States Environmental Protection Agency
USGS	U.S. Geological Survey
UST	Underground storage tank
VCP	Voluntary Cleanup Program

1 EXECUTIVE SUMMARY

HSE Pacific has performed a Phase I Environmental Site Assessment (ESA) of Lot # 2144-1D-7 property (the “subject site”). The “subject site” is located at Lot # 2144-1D-7 in the Village of Tamuning, Guam. There is no identified physical address for the property. The entrance to the subject site faces West onto Ifit Street. The subject site is bounded by undeveloped land on the South and residential properties on the North, East, and West. . The surrounding area is a mix of residential and commercial properties. The South side of the property abuts to a trailer lay-down yard used by CEVA Logistics. The other abutted sides of the suspect property are short term housing and condominium rentals.

Pacific Waste is located approximately 150 yards down gradient at the corner of Ifit and Latisa Streets. All drainage at Pacific Waste leads away from the property.

The last certificate of title holder of the suspect property is recorded June 15, 1971 by Kobana Inc, a Guam Corporation. There is no evidence the property was ever developed for further use. The subject site was sub-parceled from Estate No. 58815, Suburban, Dededo Guam (ref drawing No. MSM 519TD71, Department of Land Management document No. 102857). in June 1971.

HSE conducted a Phase I ESA of the subject site between October 10, 2024 thru October 24, 2024. There are no recognized environmental conditions (RECs) identified at the site.

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2 INTRODUCTION

2.1 LOCATION AND LEGAL DESCRIPTION

The subject site is an undeveloped lot located at the end of Ifit Street Tamuning, Guam. The subject site is Lot No. 2144-1D-7 (Appendix E). The subject site is a rectangle shaped 4,046 .61 square meter parcel. The parcel is currently undeveloped. There are no signs of previous housing or industrial use on the property.

2.2 PURPOSE

The purpose of the Phase I ESA is to identify, to the extent feasible pursuant to the process prescribed in ASTM International (ASTM) E1527-13, recognized environmental conditions (RECs) in connection with the property. An REC means the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to any release to the environment, (2) under conditions indicative of a release to the environment, or (3) under conditions that pose a material threat of a future release to the environment. The ASTM E1527-13 practice constitutes all appropriate inquiries (AAIs) for the purpose of Landowner Liability Protections, under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). This report reflects the observations, information, and data collected by HSE Pacific during the period of July 2021 through August 2021. Supporting documentation is provided in the appendixes as follows:

- Appendix A - Photograph Log
- Appendix B – Title Search
- Appendix C – Federal Database Search
- Appendix D – Inquiries and Responses
- Appendix E – Aerial Images
- Appendix F - Qualifications of Environmental Professionals.

2.3 DETAILED SCOPE OF SERVICES

HSE Pacific prepared this Phase I ESA in accordance with an agreement with Land Management Systems (LMS) Guam, dated 10 October 2024.

This Phase I ESA was performed in accordance with ASTM E1527-13 (Standard Practice for ESAs: Phase I ESA Process) and consists of a review of current and historic activities and conditions at the subject site and surrounding properties, including a non-intrusive visual inspection of the subject site; review of local, state, and federal regulatory database records; review of available historic records; and a survey of adjacent land uses. The site reconnaissance

does not address non-ASTM considerations such as asbestos, lead-based paint, drinking water quality, or radon, nor does it include sampling or chemical analysis of soils, surface water, or groundwater or an intensive examination of facility hazards (compliance audit).

2.4 SIGNIFICANT ASSUMPTIONS

In expressing the opinions stated in this report, HSE Pacific has exercised the degree of skill and care ordinarily exercised by a reasonable prudent Environmental Professional in the same community and in the same time frame given the same or similar facts and circumstances. Documentation and data provided by the user, designated representatives thereof, or other interested third parties, or from the public domain, and referred to in the preparation of this assessment, were used and referenced. Consequently, HSE Pacific assumes no responsibility or liability for the accuracy of such documentation or data.

The independent conclusions in this report represent HSE Pacific professional judgment based on information and data available to HSE Pacific during the course of this assignment. Factual information regarding operations, conditions, and test data provided by the User or their representative are assumed to be correct and complete. The conclusions presented are based on the data provided, observations, and conditions that existed on the date of the onsite visit.

2.5 LIMITATIONS AND EXCEPTIONS

HSE Pacific does not warrant that there are no toxic or hazardous materials or contamination, nor does HSE Pacific accept any liability if such are found at some future time or could have been found if sampling or additional studies were conducted. HSE Pacific does not assume responsibility for other environmental issues that may be associated with this subject site.

In view of the rapidly changing status of environmental laws, regulations, and guidelines, HSE Pacific cannot be responsible for changes in laws, regulations, or guidelines that occur after the study has been completed and that may affect the subject site.

This report was prepared for LMS Guam by HSE Pacific and is based in part on third party information not within the control of the LMS Guam or HSE Pacific. While it is believed that the third-party information contained herein will be reliable under the conditions and subject to the limitations set forth herein, neither the LMS Guam nor HSE Pacific guarantee the accuracy thereof.

2.6 SPECIAL TERMS AND CONDITIONS

No special terms or conditions were stated for this Phase I ESA.

2.7 USER RELIANCE

This report is exclusively for the use and benefit of LMS Guam as shown on the cover page of this report. This report is not for the use or benefit of, nor may it be relied upon by, any other person or entity without the advance written consent of HSE Pacific.

3 USER PROVIDED INFORMATION

A Freedom of Information Act (FOIA) request was submitted to Guam EPA for the purpose of requesting specific information regarding the subject site. Mr. Nic Rupley and Mrs. Melvany Hacita of Guam EPA was contacted by HSE Pacific via email and phone.

Mrs. Grace Vergara of Guam Department of Land Management (DLM) was also contacted by HSE Pacific via phones for any historical information on the subject site.

Mr. Robert Salas was provided copies of the User Questionnaire. Records of communication are contained in Appendix D. To date there has been no response from Guam EPA. DLM provided Re-Zoning and Conditional Use information via email to HSE Pacific.

Mr. Salas provided a completed User Questionnaire. Records of communication are presented in Appendix E.

3.1 REASON FOR PERFORMING PHASE I ESA

HSE Pacific is performing this Phase I ESA at the request of the potential buyer (LMS Guam) as a practice of Due Diligence on their part to ensure any RECs identified are properly considered prior to a transaction for the property.

3.2 ENVIRONMENTAL LIENS OR ACTIVITY AND USE LIMITATIONS

None were indicated on the User Questionnaire or by contacted agencies.

3.3 SPECIALIZED KNOWLEDGE

None indicated on the User Questionnaire, contacted agencies, or other interviews.

3.4 COMMONLY KNOWN OR REASONABLY ASCERTAINABLE INFORMATION

The current owner Mr. Rober Salas was provided questionnaires pursuant to ASTM E1527-13 regarding the history of the Subject Site.

3.5 VALUATION REDUCTION FOR ENVIRONMENTAL ISSUES

None indicated on the User Questionnaire or contacted agencies.

3.6 OWNER, PROPERTY MANAGER, AND OCCUPANT INFORMATION

According to the title search performed by Title Guaranty of Guam, Inc., Mr. Robert Salas is currently the property owner and prospective seller of the subject site.

3.7 OTHER

No additional information was provided by the User.

4 RECORDS REVIEW

4.1 PHYSICAL SETTING SOURCES

4.1.1 Topography

The elevation of the subject site is on an average elevation 200 - 400 feet (ft) above mean sea level and slopes East (Appendix E). There are no surface water features on or near the subject site. The areas surrounding the north and east side of the subject site are Tiered individual tracts of land.

4.1.2 Geology

Review of the Generalized Geology of Guam Map (WERI, IREI), indicates that the subject site is underlain by the (Appendix E). The Mariana Limestone is of Pliocene to Pleistocene age. The Mariana Limestone is composed of reef and lagoonal limestone containing a wide range of lithologies (Water & Environmental Research Institute of the Western Pacific 2008).

4.1.3 Soils

The site is underlain by soils of the Guam Guam-Urban land Pulantat characterized by 0 to 7 percent slopes. Guam-Urban land Pulantat is well drained soil on limestone plateaus (U.S. Department of Agriculture 1998).

4.1.4 Wetlands

Review of information from the WERI and IREI 2011 Map of Northern Guam, no wetland areas are located on the subject site. A copy of the map is included in Appendix D.

4.2 STANDARD ENVIRONMENTAL RECORD SOURCES AND ADDITIONAL DATABASES

Records contained in Federal and Local Government databases were reviewed for relevant environmental information. A minimum search distance (MSD), consistent with the ASTM 1527-13 standard was used to screen the databases for relevant results. Federal database query output is included in Appendix C.

4.2.1 Federal Records and Databases

A Federal Database review was conducted exclusively over the internet within the available federal environmental database websites. Database inquiries were made using Barrigada, Guam or the zip code as screening criteria. Output was reviewed for location information to determine if the corresponding sites were located inside the applicable MSD (Appendix C). Table 1 details information obtained during the database reviews.

Table 1

Standard Federal Environmental Record Sources

Records Source and MSD	Sites within MSD	
	YES	NO
Federal NPL List (1.0 mi)		X
Federal CERCLIS (0.5 mi)		X
Federal RCRA Corraacts List (1.0 mi)		X
Federal RCRA non-CORRACTS TSD Facilities List (0.5 mi)		X
Federal NFRAP List		X
Federal CERCLA List (1.0 mi)		X
Federal RCRA Small and Large Quantity Generators List		X
USEPA Release Inventory (property and adjoining properties)		X
Brownfields (property and adjoining property)		X
EPA-Regulated Facilities in Envirofacts (property and adjoining properties)		X
Federal NRC List		X

Environmental Records Sources

4.2.2 State/Tribal Records and Databases

HSE Pacific contacted Guam EPA to request information from the following state/tribal environmental databases as part of this investigation:

- CERCLA Sites
- Formerly Used Defense Sites (FUDS)
- Hazardous waste or petroleum product contaminated sites identified for investigation or remediation
- Brownfield or voluntary cleanup sites
- Landfill or hardfill permitted sites
- Installation Restoration Program (IRP) contamination
- If site is part of an installation currently on the National Priority List (NPL)
- Any disposal facilities, dump sites, or facilities involving hazardous waste, including hazardous waste generators or treatment, storage and disposal facilities
- List of federally or locally listed sites of environmental concern (and their respective physical addresses)
- Notices of violation, discharge permits or spills of hazardous material or petroleum products
- Registered USTs
- Permit issues for the site such as UIC, NPDES, Air Permit, or USTs
- Any other issue which may be an environmental concern for this site

Documentation of the FOIA request and response are presented in Appendix D.

4.3 ADDITIONAL ENVIRONMENTAL RECORD SOURCES

4.3.1 Guam Fire Department and Homeland Security Records

The Guam Fire Department (GFD) is responsible for responding to fires and a variety of other emergencies throughout the island. Homeland Security aids in response with GFD and GEPA to major emergencies and/or natural disasters. Any records corresponding to releases, spills, or other emergency response events are not maintained on a formal database. GFD routinely refers inquiring parties to the Guam EPA for spill response and cleanup records and reports.

4.4 HISTORICAL USE INFORMATION ON THE PROPERTY AND ADJOINING PROPERTIES

4.4.1 Topographic Maps

A topographic map dated from 2021 was obtained from United States Geological Survey (USGS). Copies of the reviewed topographic maps are presented in Appendix E.

4.4.2 Aerial Photographs

An aerial photograph from 2006 and 2010 were reviewed as part of this investigation. No structures or development are observed on the property. All photos prior to 2006 were not observable due to cloud cover.

4.4.3 Fire Insurance Maps

There are no Sanborn fire insurance maps for Guam and for the subject site or adjacent properties.

4.4.4 Local Street Directories

No local street directories were available at DPW and DLM for the subject site or adjacent properties.

4.4.5 Recorded Land Title Records

An Abstract of Title covering Lot 2144-1D-& was obtained from Guarantee Title Guaranty of Guam, Inc. for review as part of this investigation summarizing ownership and real property history. A copy of the Abstract of Title is included in Appendix B.

4.4.6 Prior Environmental Reports

There are no prior environmental reports provided by Guam EPA.

4.4.7 Other Historical Sources

No other historical sources were identified or provided to HSE Pacific as part of this Phase I ESA.

5 SITE RECONNAISSANCE

5.1 METHODOLOGY AND LIMITING CONDITIONS

A site walk was conducted on the subject site by HSE Pacific, Mr. Chris Rhodes, HSE Pacific on September 26, 2024. At the time of the site visit, the temperature was approximately 89 degrees Fahrenheit with partly sunny skies and no precipitation. There were no other participants for the site walk. The site walk of the subject site was performed starting at the main gate by the office/housing structure. The site walk continued around the perimeter fence and towards the middle interior of the property. A photolog of the site reconnaissance is included in Appendix A.

5.2 SITE AND VICINITY GENERAL CHARACTERISTICS

The subject site is located in a commercial/residential area of Tamuning, Guam. The front of the property faces West towards Ifit St.. The property is fully fenced at the boundary lines. The property slopes from east to west with heavy vegetation. There is a residential property to the East, North, and West. The Southern boundary is a clear and maintained laydown yard used for Semi-Trailers.

5.3 CURRENT USE OF THE PROPERTY

The subject site is currently occupied by GPME and used as an office, employee housing, and an equipment storage yard.

5.4 DESCRIPTION OF ONSITE STRUCTURES, ROADS, AND IMPROVEMNETS

A photograph log is presented in Appendix B.

5.5 EXTERIOR OBSERVATIONS

HSE Pacific noted several general observations of the subject site. Household non-hazardous wastes (“trash”) was observed throughout the site. There is no staining or signs of industrial or hazardous waste products on the property.

Items found during the exterior observation is found in the photolog (Appendix A).

5.7 CURRENT USE OF ADJOINING PROPERTIES

To the North, East, and West are residential lots. To the South is a maintained lay-down yard used for trailer storage.

6 INTERVIEWS

Records of communication are included in Appendix D.

6.1 PRESENT AND PAST OWNER INTERVIEWS

The subject site is currently owned by Mr. Robert Salas. Specific questions regarding the Subject Site were referred to Mr. Bob Salas, the owner and the property's current user. Mr. Salas filled out the questionnaire provided to him and is attached in Appendix D.

6.2 PRESENT AND PAST SITE MANAGER INTERVIEW(S)

No site interviews other than mentioned above.

6.3 PRESENT AND PAST OCCUPANT INTERVIEW(S)

The subject site is currently occupied by GPME, please refer to Section 6.1 above.

6.4 LOCAL GOVERNMENT OFFICIAL INTERVIEW(S)

Mrs. Mevany Hacita with GEPA was contacted in regards to past environmental issues regarding the surrounding industrial entities in the surrounding area. There has been no response from GEPA at the time of the completion of this assessment.

6.5 INTERVIEWS WITH OTHERS

Numerous attempts were made to interview the immediate surrounding neighbors. None other than the Facility Manager of the two story apartment complex at the corner of Ifit St. was familiar with the property for any length of time. Those interviewed were temporary rental tenants with less than one year in the area. Mr. John Augon has been familiar with the Subject Site for over 20 years as the Facility Manager of the apartment complex at the corner of Ifit St. He states that he only re-calls Guam Fire Department being called to the site due to burning. He has no recollection of hazardous materials storage or emergency response for spill events.

7 EVALUATION

7.1 FINDINGS

7.1.1 *De Minimis* Findings

De minimis conditions generally do not present a material risk of harm to the public or environment, and generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies. Conditions assessed to be *de minimis* would include minor spills of petroleum products as a result of equipment usage or storage, temporary staging of non-hazardous waste or materials, etc.

The additional findings noted below are not considered RECs but would rather be considered a *de minimus* condition where no additional investigation or action is currently warranted; however, preventive measures may be prudent as discussed below and are provided only for the purpose of awareness.

- Only house hold rubbish/ non-hazardous waste was observed on the Subject Property.

7.1.2 Historical Recognized Environmental Conditions

A HREC refers to a past release that has been remediated to below “residential” standards and given regulatory closure with no use restrictions. HREC is defined by ASTM in the E1527-13 standard as “a past release of any hazardous substances or petroleum products that has occurred in connection with the property and has been addressed to the satisfaction of the applicable regulatory authority or meeting unrestricted use criteria established by a regulatory authority, without subjecting the property to any required controls (for example, property use restrictions, activity and use limitations, institutional controls, or engineering controls).” No HRECs were identified.

7.1.3 Controlled Recognized Environmental Conditions

Controlled Recognized Environmental Condition (CREC) is a new term introduced in the ASTM E1527-13 standard. The Controlled REC concept was introduced to address contaminated sites that have received risk-based regulatory closure, where no further remediation is required but residual contamination still exists at a site and the property is subject to some sort of control or use restriction. These sites, where contamination is controlled but could still pose ongoing or future obligations on the owner (such as special precautions during construction or grading activities), have been a source of some confusion to the environmental due diligence industry with regards to how they should be classified.

The ASTM definition of CREC in the E1527-13 standard is as follows: “a recognized environmental condition resulting from a past release of hazardous substances or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority (for example, as evidenced by the issuance of a no further action letter or equivalent, or meeting risk-based criteria established by regulatory authority), with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls (for example, property use restrictions, activity and use limitations, institutional controls, or engineering controls).” No CRECs were identified.

7.1.4 Recognized Environmental Conditions

There were no REC’s identified on the Subject Site.

7.2 OPINION

Based on the results of this Phase I ESA, including the results of the site reconnaissance, interviews, and records review, HSE Pacific is of the opinion that the identified de minimis conditions is not anticipated to have impacted the environmental integrity of the Subject Site as no hazardous materials/petroleum products of regulated/hazardous waste were identified in conjunction with the observed items

7.3 CONCLUSIONS

HSE Pacific has performed this Phase I ESA in conformance with the scope and limitations of ASTM E1527-13 of the Lot 5224-1-4 as shown in Appendix E, the Subject Site. This ESA has revealed no evidence of RECs in connection with the property.

7.4 DATA GAPS

A data gap is defined by ASTM E1527-13 as a lack of or inability to obtain information required by this practice despite good faith efforts by the Environmental Professional to gather such information. Data gaps may result from the incompleteness in any of the activities required by this practice including, but not limited to, the site reconnaissance, interviews, and historical research. Failure to achieve the historical research objectives identified in the standard is termed a *data failure* and is a type of *data gap*.

Data Gap	Reason for Occurrence	Significance and Rationale
----------	-----------------------	----------------------------

Data Gap – No EDR Report.	Third party database records do not exist for Guam.	Low Significance - Without repose from FOIA request, an EDR Report can provide sufficient information regarding the subject site and adjacent lands.
Data Gap – No GEPA Response	Lack of response from GEPA to submitted FOIA.	Low Significance – Based on surrounding area, geography and near-by properties commercial properties (warehousing) it is not foreseeable that any significant environmental events occurred that could affect the Subject Site.
Data Gap – No Historical Photos prior to 2006	Based on location and residential use of land it is likely none exist.	Low Significance – All inquiries lead to believe that the properties primary use was residential and recently changed to light industrial, which is it's current condition.

7.5 SIGNATURE(S) OF THE ENVIRONMENTAL PROFESSIONAL(S)

“I declare that, to the best of my professional knowledge and belief, I meet the definition of an Environmental Professional as defined in Section 312.10 of 40 CFR 312.” “I have the specific qualifications based on education, training, and expertise to assess a property of the nature, history, and setting of the subject site. I, have developed and performed the All-Appropriate Inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.”

Chris Rhodes CIH, CSP, MSPH

8 NON-SCOPE CONSIDERATIONS

8.1 RECOMMENDATIONS

The following recommendation, though not required under the ASTM E1527-13 standard, is provided as a courtesy to Guam EPA:

Based on the findings of this Phase I ESA, HSE Pacific is presenting the following recommendation:

- It is the professional opinion of HSE Pacific that the observed waste bags and debris be appropriately disposed of.

8.2 ADDITIONAL SERVICES

No additional services were performed as part of this assessment.

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9 DEVIATIONS

As stated in Section 4.2, a regulatory database report as typically provided by a third-party vendor such as EDR is not available for Guam; therefore, regulatory information pertaining to the subject site and the surrounding area was obtained via contacting federal, state, and local agencies through FOIA requests and interviews.

10 REFERENCES

The following sources of information were consulted as a part of this ESA. Documentation supporting these sources and additional site research is contained in the appendices.

Personal communication between John Augon and Chris Rhodes.

HSE Pacific 2021. Site reconnaissance by Chris Rhodes of HSE Pacific. September 26
October 19, 2024 (see Appendix A).

Google Earth, 2006, 2010. Guam Aerial Image. Accessed October 2024. (See Appendix E)

Government of Guam. 1993. Parceling Survey Map of Lot 2144-D1-7.

Title Guaranty of Guam, Inc. 2021. *Abstract of Title, Lot Number 2144-D1-7, Tamuning, Guam*. March 21

Water & Environmental Research Institute of the Western Pacific / Island Research & Education Initiative Simple Soil Survey of Northern Guam, 1985.

Water & Environmental Research Institute of the Western Pacific / Island Research & Education Initiative, *Wetlands Map*, 2011

U.S. Geological Society (USGS). 2021 Island of Guam Topographic Map.

Appendix A

Photograph Log



Front of existing structure looking East from Ifit St. .

Unoccupied property to the East boundary.

Residential property next to the East boundary unoccupied vegetative area.



Undeveloped laydown yard property along the South boundary.



Undeveloped laydown yard along the South boundary.

Apar



Apartment Complex at Ifit St.



Housing on North Boundary



Condo complex on East Boundary



Various waste and debris



Various waste and debris



Various waste and debris. Heavy vegetation



Various waste and debris.




Heavy vegetation looking North.

APPENDIX B

Title Search

GOVERNMENT OF GUAM
DEPARTMENT OF LAND MANAGEMENT

861106

OFFICE OF THE RECORDER			
RECORDING DATE: January 28 2014		INSTRUMENT NUMBER: 861106	NO. PAGE: 6
A.M.	P.M.	FILING FEES	RECEIPT NO:
	4:20	275	34595
Appointed Deputy Recorders for Ex-Officio Recorder		Signature of Recorder	
Maria L. Ngata Andrew D. Santos Jane T. Yamasaki Lisa O. Manggur	Victoria C. Torres Amy T. Bautista Joel Antenoracruz		
MARK (X) TYPE OF INSTRUMENT RECORDED			
<input checked="" type="checkbox"/> DEED		<input type="checkbox"/> AFFIDAVIT	
<input type="checkbox"/> MORTGAGE		<input type="checkbox"/> RELEASE	
<input type="checkbox"/> ASSIGNMENT		<input type="checkbox"/> AMENDMENT	
<input type="checkbox"/> ADDENDUM		<input type="checkbox"/> ASSUMPTION	
<input type="checkbox"/> DECREE		<input type="checkbox"/> MAP	
<input type="checkbox"/> ORDERS		<input type="checkbox"/> JUDGEMENT	
<input type="checkbox"/> POWER OF ATTORNEY		<input type="checkbox"/> REVOCATION	
<input type="checkbox"/> AGREEMENT		<input type="checkbox"/> TERMINATION	
MARK (X) TYPE OF INSTRUMENT RECORDED			
<input type="checkbox"/> LEASE		<input type="checkbox"/> CLAIMS	
<input type="checkbox"/> CONTRACT		<input type="checkbox"/> CANCELLATION	
<input type="checkbox"/> CERTIFICATE		<input type="checkbox"/> NOTICE	
<input type="checkbox"/> DECLARATION		<input type="checkbox"/> BILL OF SALE	
<input type="checkbox"/> EASEMENT		<input type="checkbox"/> WITHDRAWAL	
OTHERS:			
ABSTRACT OF TITLE SUMMARY			
ABSTRACT BY:	DATE	NEW CERTIFICATE OF TITLE NO.	CANCELLED CERTIFICATE OF TITLE NO.
COMMENTS			
DATA ENTRY INFORMATION SECTION			
PROPERTY LISTING NO.			
MUNICIPALITY:			
LOT NUMBER		UNIT OF MEASUREMENT	
BLOCK NUMBER		SQUARE METERS	
TRACT NUMBER		SQUARE FEET	
ESTATE NO.			
L.M. NO.			
SEPIA NO.			
DATA ENTRY BY:			
SCANNED BY:			

861106

Island of Guam, Government of Guam
Department of Land Management Officer of the Recorder

File for Record is Instrument No. 861106

TG-E

On the Year 14 Month 01 Day 28 Time 4:20

Recording Fee 275 Receipt No. 34595

Deputy Recorder Jam Yamasaki

WARRANTY DEED

TO ALL WHOM THESE PRESENTS MAY COME, GREETINGS:

THAT ON THIS 23rd ^{JANUARY, 2014} day of ~~October, 2011~~, REIKO SATO WATANABE, whose address is P.O. Box 7178, TAMUNING GUAM 96931, and MASAHARU MURAKAMI, whose address is P.O. Box 9577, TAMUNING GUAM 96931-5577, and KEIKO N. WAGNER, whose address is 1437 Akanabe place, Kailua, Hawaii 96934, hereinafter referred to as "GRANTORS", for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration to them paid by ROBERT P. SALAS, whose address is 194 OLD SAN VERNES ROAD, TUMON, GUAM 96913 hereinafter referred to as "GRANTEE", the receipt, adequacy and sufficiency whereof is hereby acknowledged, do hereby GRANT, BARGAIN, SELL and CONVEY unto the GRANTEES, the following described property:

½ Undivided Interest in: LOT NUMBER 2144-1D-7, (Subdivision of Lot 2144-1D), MUNICIPALITY OF TAMUNING, (Formerly Dededo), TERRITORY OF GUAM, ESTATE NUMBER 58815, SUBURBAN, as said Lot is marked and designated on DRAWING NUMBER MSM-519TD71, as L.M. Check Number 541 - FY 71, as described in that Retracement and Parcelling Map, dated JUNE 04, 1971 and recorded JUNE 15, 1971 at the Records Division, Department of Land Management, Government of Guam, under Document Number 102857.

Registered Land, with the LAST REGISTERED OWNER being KOBANA, INC., a Guam Corporation, the OWNER OF RECORD being CALVO SALAS CO., INC., a Guam Corporation, an undivided ½ interest; REIKO SATO WATANABE, an undivided 1/3 of ½ interest; MASAHARU MURAKAMI, a Married Man, an undivided 1/3 of ½ interest; and KEIKO N. WAGNER, a Married Woman, an undivided 1/3 of ½ interest and the LAST CERTIFICATE OF TITLE REGISTRATION NUMBER being 70362.

AREA: 4,046.81 +/- SQUARE METERS

TOGETHER with reversions, remainders, rents, issues and profits thereof and all of the estate, right, title and interest of the GRANTOR, both at law and in equity, therein and thereto.

TO HAVE AND TO HOLD the same, together with all buildings, improvements, rights, easements, privileges and appurtenances thereon and thereto belonging or appertaining or held and enjoyed therewith, unto GRANTEE, in fee simple, GRANTEE'S successors and assigns forever.

AND GRANTOR, for GRANTOR and GRANTORS' heirs, executors and administrators do hereby WARRANT and COVENANT with the GRANTEE, and GRANTEE'S successors and assigns, that they are lawfully seized of the above described property in fee simple; that the same is free and clear of all encumbrances excepting current real property taxes not yet due and payable.

THAT the GRANTEE shall have the right of quiet enjoyment of said property, and that Grantor will and Grantor's heirs, executors and administrator warrant and defend the same to the GRANTEES, their successors and assigns against the lawful claims and demands of all persons.

AND GRANTEE, for GRANTEE and GRANTEE'S successors and assigns does hereby acknowledge and confirm that water and power are immediately available on the property or within 100 feet of the property described above.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

GRANTORS:

Reiko Watanabe
 REIKO SATO WATANABE

Masaharu Murakami
 MASAHARU MURAKAMI

Keiko N. Wagner
 KEIKO N. WAGNER

GRANTEE:

Robert P. Salas
 ROBERT P. SALAS

GUAM, U.S.A.)
Tamuning) ss
CITY OF HAGATNA)

ON THIS 1st day of ~~October~~ ^{November}, 2011, before me, a Notary Public in and for GUAM, U.S.A., personally appeared **REIKO SATO WATANABE**, and he/she acknowledged to me that he/she executed the foregoing WARRANTY DEED, as his/her free and voluntary act and deed for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



NOTARY PUBLIC
My commission expires: 10-02-2014

DAVIDINA C. WAKI
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: Oct. 02, 2014
645 Rt. 1 S. Marine Corps Dr., Tamuning, GU 96913

GUAM, U.S.A.)
Tamuning) ss
CITY OF HAGATNA)

ON THIS 1st day of ~~October~~ ^{November}, 2011, before me, a Notary Public in and for GUAM, U.S.A., personally appeared **MASAHARU MURAKAMI**, and he/she acknowledged to me that he/she executed the foregoing WARRANTY DEED, as his/her free and voluntary act and deed for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



NOTARY PUBLIC
My commission expires: 10-02-2014


DAVIDINA C. WAKI
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: Oct. 02, 2014
645 Rt. 1 S. Marine Corps Dr., Tamuning, GU 96913

861106

State of Hawaii)
City & County of Honolulu)

ON THIS 14th day of **October, 2011**, before me, a Notary Public in and for The state of Hawaii, personally appeared **KEIKO N. WAGNER**, and he/she acknowledged to me that he/she executed the foregoing **WARRANTY DEED**, as his/her free and voluntary act and deed for the purposes therein set forth.

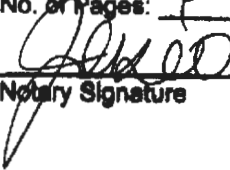
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



J. Akeo
NOTARY PUBLIC
My commission expires: **APR 04 2014**
Esc#261.11

LS-

NOTARY PUBLIC CERTIFICATION
J. Akeo First Judicial Circuit
Doc. Description: Warranty Deed

No. of Pages: 4 Date of Doc. OCT 14 2011
 OCT 14 2011
Notary Signature Date

LS

861106

Territory of Guam, U.S.A.))

On this 3rd day of January, 2014, before me, a Notary Public in and for Guam, U.S.A., personally appeared ROBERT P. SALAS, and he acknowledged to me that he executed the foregoing WARRANTY DEED, as he voluntarily act and deed for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first written above




NOTARY PUBLIC


MARIA CINDERELLA N. HERNANDEZ
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: Aug. 12, 2016
P.O. Box 10334 Tamuning, GU 96931



GOVERNMENT OF GUAM
DEPARTMENT OF LAND MANAGEMENT

1002740

OFFICE OF THE RECORDER				
RECORDING DATE:		1002740		NO. PAGE: 4
OCTOBER 9, 2024				
		FILING FEES	RECEIPT NO:	
A.M.	P.M.	459.25	R0117	
8:42				
Appointed Deputy Recorders for Ex-Officio Recorder			Signature of Recorder	
May M. Castro Matthew A. Leon Guerrero Lillian I. Nauta				
Lisa M.P. Cruz Yvonne D. Mendiola Kerilyn D.P. Tuncap				
MARK (X or CHECK) TYPE OF INSTRUMENT RECORDED				
<input checked="" type="checkbox"/>	DEED		AFFIDAVIT	
	MORTGAGE		RELEASE	
	ASSIGNMENT		AMENDMENT	
	ADDENDUM		ASSUMPTION	
	DECREE		MAP	
	ORDERS		JUDGEMENT	
	POWER OF ATTORNEY		REVOCAION	
	AGREEMENT		TERMINATION	
	LEASE		CLAIMS	
	CONTRACT		CANCELLATION	
	CERTIFICATE		NOTICE	
	DECLARATION		BILL OF SALE	
	EASEMENT		WITHDRAWAL	
OTHERS:				
ABSTRACT OF TITLE SUMMARY				
ABSTRACT BY:	DATE	NEW CERTIFICATE OF TITLE NO.	CANCELLED CERTIFICATE OF TITLE NO.	
COMMENTS				
RECORDER'S CHECKLIST				
<input checked="" type="checkbox"/>	GRANTEE'S MAILING ADDRESS	<input checked="" type="checkbox"/>	MAP INSTRUMENT NO.	
<input checked="" type="checkbox"/>	LOT DESCRIPTION	<input checked="" type="checkbox"/>	CT NO.	
<input checked="" type="checkbox"/>	MUNICIPALITY	<input checked="" type="checkbox"/>	WATER AND POWER	
<input checked="" type="checkbox"/>	AREA SIZE	<input checked="" type="checkbox"/>	NOTARIZED	
	COURT DOCUMENTS CERTIFIED		EXHIBIT	
DATA ENTRY BY:				
SCANNED BY:				

GOVERNMENT OF GUAM – Department of Land Management Office of the Recorder	
File for Record is Instrument Number	<u>1002740</u>
On the Year 20	<u>24</u> Month <u>10</u> Day <u>09</u> Time <u>8:42am</u>
Recording Fee	<u>459.25</u> Receipt No. <u>R0117</u>
Deputy Recorder	

(Space above this line is for Recorder's use only.)

GRANT DEED

CALVO SALAS CO., INC. ("Grantor") a Guam corporation, whose address is 138 Martyr Street, Hagåtña, Guam 96910, and its successors and assigns, for Ten Dollars (\$10.00) plus other, good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto **ROBERT P. SALAS** ("Grantee"), a married man, whose address is 202 Hilton Road, B01, Tamuning, Guam 96913, in fee simple, that certain parcel of real property (the "Premises") situated in the municipality of Tamuning, Guam, and more particularly described as follows:

Lot 2144-1D-7, Municipality of Tamuning, Formerly of Dededo, Territory of Guam, Estate Number 58815, Suburban, as said lot is marked and designated on Drawing Number MSM-519TD71, as L.M. Check Number 541-FY71, as described in that Retracement & Parcelling Map of Lot 2144-1D-7 & 1D-R7, dated June 4, 1971 and recorded June 15, 1971, at the Records Division, Department of Land Management, Government of Guam, under Document Number 102857.

Area: 4,046.81 ± square meters

Last Certificate of Title Number:
70362 - Kobana, Inc., a Guam Corporation

Together with all appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and also all

GRANT DEED

of the estate, right, title, interest, possession, claims and demands whatsoever, both at law and in equity, of said Grantor in and to the above-described Premises, and every part and parcel thereof with the appurtenances thereto appertaining.

TO HAVE AND TO HOLD, all and singular, the above-mentioned and described Premises, together with the appurtenances, unto the above-named Grantee, his successors and assigns forever subject to all liens, claims and encumbrances of record.

Grantee acknowledges that water and power (electricity) are immediately available on the Premises or within 100 feet of the property.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this GRANT DEED to be executed as of the dates indicated near their respective signatures.

GRANTOR:

GRANTEE:

CALVO SALAS CO., INC.

By: _____
Robert P. Salas
Its Duly Authorized Representative

ROBERT P. SALAS

Dated: 9-5-24

Dated: 9-5-24

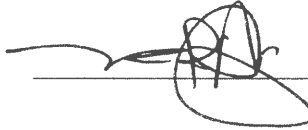
[NOTARY SIGNATURES TO FOLLOW ON NEXT PAGE]

GRANT DEED

GUAM, U.S.A.)
) ss:
VILLAGE OF Tamuning)

On this 5th day of September, 2024, before me, the undersigned notary, personally appeared Robert P. Salas, the duly authorized representative of CALVO SALAS CO., INC., the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

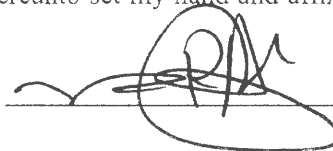


VANESSA R. AGUON
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: **FEB. 13, 2025**
275G Farenholt Ave PMB 304 Tamuning, GU 96913

GUAM, U.S.A.)
) ss:
VILLAGE OF Tamuning)

On this 5th day of September, 2024, before me, the undersigned notary, personally appeared ROBERT P. SALAS, the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



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NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: **FEB. 13, 2025**
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Lot 2144-1D-7

Tumon

YPAO RD

LOT 2144-1D-7



Google Earth

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700 ft



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500 ft

APPENDIX C

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Georgia, Michigan, Nebraska, North Carolina, Pennsylvania, Vermont, Washington, West Virginia, and Wisconsin are working with EPA to fix problems with their Clean Water Act violation data. Read More...

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environmental-vio

Help

<https://epa.gov/h
search/facility-sear
help>

Map Legend



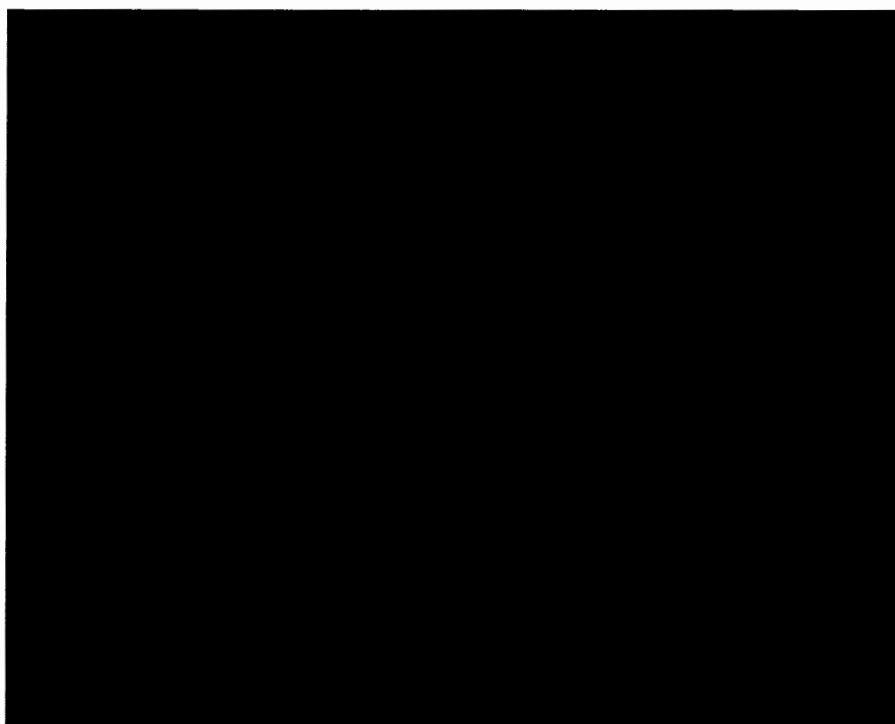
EJScreen Add EJ Summary Map

Zoom To:

>
Facility Summary

Select a facility row from the search results table.

Current Search



154 Facilities Found

Selected Criteria

Media Selected: All
Media Programs
State/Territory: **X**
Guam
ZIP Code: 96913 **X**
Active/Operating: **X**
Yes

Explore Enforcement and Compliance Criteria

- 1 Facilities with Current Violations
- 1 Facilities with Significant Violations
- 5 Facilities with Violations (3 years)
- 2 Facilities with Formal Enforcement Actions (5 years)
- 1 Facilities with Informal Enforcement Actions (5 years)
- 154 Facilities Flagged as Potential Environmental Justice Concerns

Customize Columns

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data>

Results Guide <[https://epa.gov/help/facility-search/all-data-](https://epa.gov/help/facility-search/all-data-search-results-help#results)

search-results-help#results>



Reports Legend <[https://epa.gov/help/facility-](https://epa.gov/help/facility-search/search-results-reports-legend)

search/search-results-reports-legend>

Facility Name	Mapped	Street Address	City	State
A.B. WON PAT INTERNATIONAL AIRPORT, GUAM		355 CHALAN PASAHERU	TAMUNING	GU
ADMIRAL NIMITZ GOLF COURSE		BLDG 91 ADMIRAL NIMITZ GOLF	BARRIGADA	GU
AIRPORT GROUP INTERNATIONAL		ROUTE 10A	TAMUNING	GU
ALLIED PACIFIC BUILDERS INC		3120 MARINER AVE BLDG 17	BARRIGADA	GU
ALUPANG COVE CONDOMINIUM		241 CONDO LN	TAMUNING	GU
AMBYTH SHIPPING AND TRADING INC		193 ROJAS ST	TAMUNING	GU
AMBYTH SHIPPING INC. DBA AMBYTH TRUCKING		193 ROJAS STREET	HARMON	GU

Modify Search

Filter Facilities

Not Filtering on 154 Facilities

Only Show Matches

Facility Characteristics

Facility Type

- 3 Major
- 151 Non-Major

Facility Permit/ID

- 51 Has Water Permit (ICIS-NPDES)
- 8 Has ICIS-Air ID
- 93 Has RCRA ID
- 2 Has TRI Releases

Enforcement and Compliance Characteristics

6 Facilities with Violations (1 or more quarters within the past 3 years)

1 2 3 4 5 6 7 8 9 10 11 12

Facilities with Formal Enforcement Actions (5 yrs)

- 2 Yes
- 152 No



1 2 3 4 5

Facilities with Informal Enforcement Actions (5 yrs)

1 Yes

153 No

1 2 3 4 5

Facilities with Compliance Monitoring Activities within Date Range

0 Yes

154 No

mm/d
mm/d

Community

154 Facilities Located in Areas with Supplemental Indexes At or Above 90th Percentile (US)



Abv More 7 of 10 or More More

Layers -

Each map layer requires a specific map scale for display. Layers are only available for selection if the map is zoomed in to a sufficient scale. Zoom in further to enable selection of additional layers.

Note that adding multiple overlapping map layers may cause performance issues in the browser and display.

Do not show again

Current Zoom:
44%

▶ **EJScreen Maps**

▶ **Air Maps**

▶ **Water Maps**

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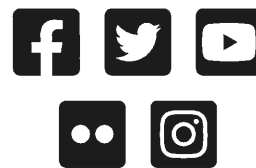
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Help

<https://epa.gov/h
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help>

Map Legend



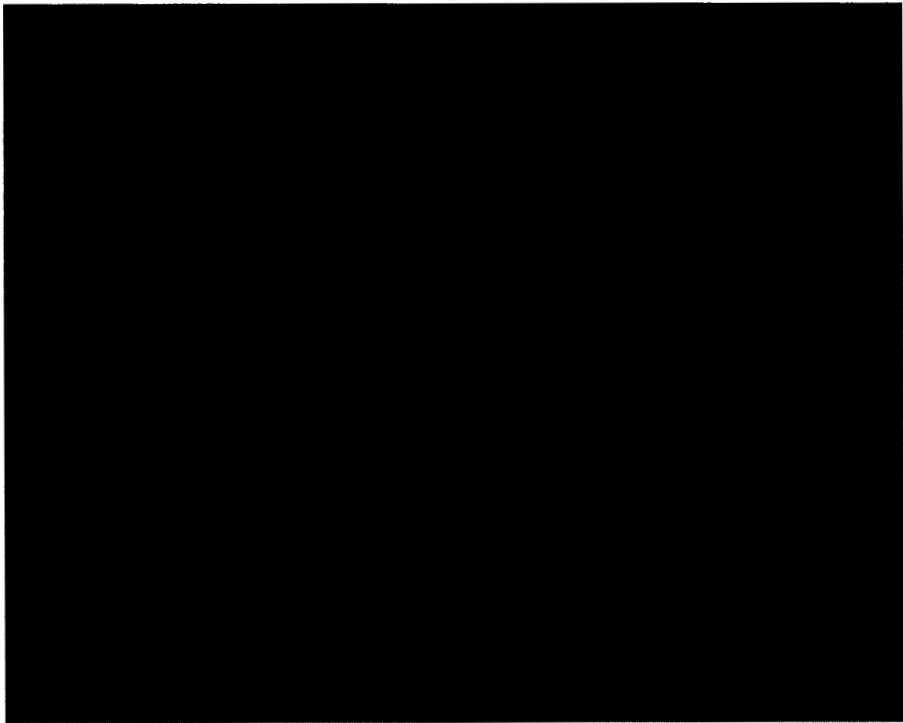
EJScreen Add EJ Summary Map

Zoom To: 

> Facility Summary -

Select a facility row from the search results table.

Current Search



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Reports Legend <<https://epa.gov/help/facility->

search/search-results-reports-legend>

154 Facilities Found

Selected Criteria

Media Selected: All

Media Programs

State/Territory: **X**

Guam

ZIP Code: 96913 **X**

Active/Operating: **X**

Yes

Explore Enforcement and Compliance Criteria

1 Facilities with Current Violations

1 Facilities with Significant Violations






5 Facilities with Violations (3 years)

2 Facilities with Formal Enforcement Actions (5 years)

1 Facilities with Informal Enforcement Actions (5 years)

154 Facilities Flagged as Potential Environmental Justice Concerns

Modify Search

Facility Name 
Mapped 
Street Address 
City 
State 

A.B. WON PAT INTERNATIONAL AIRPORT, GUAM	355 CHALAN PASAHERU	TAMUNING	GU
ADMIRAL NIMITZ GOLF COURSE	BLDG 91 ADMIRAL NIMITZ GOLF	BARRIGADA	GU
AIRPORT GROUP INTERNATIONAL	ROUTE 10A	TAMUNING	GU
ALLIED PACIFIC BUILDERS INC	3120 MARINER AVE BLDG 17	BARRIGADA	GU
ALUPANG COVE CONDOMINIUM	241 CONDO LN	TAMUNING	GU
AMBYTH SHIPPING AND TRADING INC	193 ROJAS ST	TAMUNING	GU
AMBYTH SHIPPING INC. DBA AMBYTH TRUCKING	193 ROJAS STREET	HARMON	GU

Filter Facilities

Not Filtering on 154 Facilities

Only Show Matches

Facility Characteristics

Facility Type

- 3 Major
- 151 Non-Major

Facility Permit/ID

- 51 Has Water Permit (ICIS-NPDES)
- 8 Has ICIS-Air ID
- 93 Has RCRA ID
- 2 Has TRI Releases

Enforcement and Compliance Characteristics

6 Facilities with Violations (1 or more quarters within the past 3 years)

12 Facilities with Formal Enforcement Actions (5 yrs)

- 2 Yes
- 152 No

1 2 3 4 5

Facilities with Informal Enforcement Actions (5 yrs)

1 Yes

153 No

1 2 3 4 5

Facilities with Compliance Monitoring Activities within Date Range

0 Yes

154 No

mm/d
mm/d

Community

154 Facilities Located in Areas with Supplemental Indexes At or Above 90th Percentile (US)



More or More

Layers

Each map layer requires a specific map scale for display. Layers are only available for selection if the map is zoomed in to a sufficient scale. Zoom in further to enable selection of additional layers.

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JSON 

FACILITY INFORMATION ↑	ICIS-Air ↓	ACRES ↓	BR ↓
3M GUAM 215 ROJAS ST., SUITE 107, TAMUNING, GU, 96913 Latitude:13.497918, Longitude:144.807195 <div style="display: flex; justify-content: space-between; margin-top: 5px;"> Summary Report Facility Report Compliance Report </div>			

FACILITY INFORMATION ↑	ICIS-Air ↑	ACRES ↑	BR ↑
<p>A.B. WON PAT INTERNATIONAL AIRPORT, GUAM 355 CHALAN PASAHERU, TAMUNING, GU, 96913 Latitude:13.484, Longitude:144.7993</p> <p>Summary Report <> Facility Report Compliance Report</p>	<p> Message Excel export complete!</p>		
<p>ADMIRAL NIMITZ GOLF COURSE BLDG 91 ADMIRAL NIMITZ GOLF, BARRIGADA, GU, 96913 Latitude:13.485136, Longitude:144.822116</p> <p>Summary Report <> Facility Report Compliance Report</p>			View Report
<p>AFSPC RADOME EXPANSION PROJECT NORTHWEST FIELD, ANDERSEN AIR FORCE BASE, GU, 96913 Latitude:13.6175, Longitude:144.8598</p> <p>Summary Report <> Facility Report Compliance Report</p>			
<p>AIRPORT GROUP INTERNATIONAL ROUTE 10A, TAMUNING, GU, 96913 Latitude:13.4981, Longitude:144.8158</p> <p>Summary Report <> Facility Report Compliance Report</p>			
<p>ALLIED PACIFIC BUILDERS INC 3120 MARINER AVE BLDG 17, BARRIGADA, GU, 96913 Latitude:13.476913, Longitude:144.800162</p> <p>Summary Report <> Facility Report Compliance Report</p>			
<p>ALUPANG COVE CONDOMINIUM 241 CONDO LN, TAMUNING, GU, 96913 Latitude:13.495875, Longitude:144.771828</p> <p>Summary Report <> Facility Report Compliance Report</p>			
<p>AMBYTH SHIPPING AND TRADING INC 193 ROJAS ST, TAMUNING, GU, 96913 Latitude:13.498732, Longitude:144.80673</p> <p>Summary Report <> Facility Report Compliance Report</p>			

FACILITY INFORMATION ↓	ICIS-Air ↓	ACRES ↓	BR ↓
AMBYTH SHIPPING INC. DBA AMBYTH TRUCKING 193 ROJAS STREET, HARMON, GU, 96913 Latitude:13.498732, Longitude:144.80673	Message Excel export complete!		

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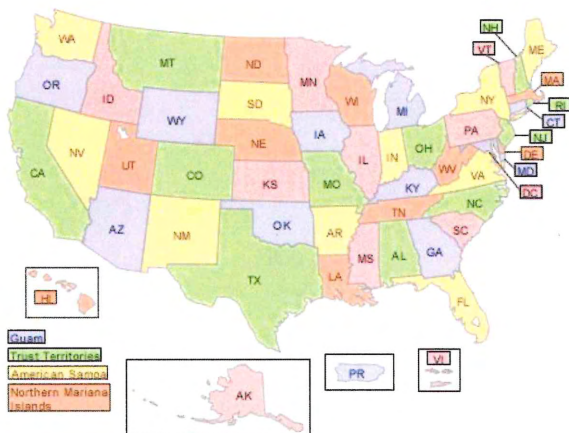
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This page provides information about sites listed on the NPL; including Site Name, City, Site EPA ID, Listing Date, Site Score, and Federal Facility Indicator. Links to the Site Narrative, Site Progress Profile, and Federal Register Notice are provided in the Additional Information column. The Site Location column contains a link to a map with the site location. Select a state from the map for a list of NPL sites in that state.

(1340 Sites as of September 26, 2024)

Alabama (12 sites)						
Site Name	City	Site EPA ID	Listing Date	Site Score	Federal Facility Indicator	Additional Information
Alabama Army Ammunition Plant	Childersburg	AL6210020008	07/22/1987	36.83	Yes	<ul style="list-style-type: none"> Site Listing Narrative <https://semsub.epa.gov/src/documen> Site Progress Profile Federal Register Notice (PDF) <https://semsub.epa.gov/src/documen> (27 pp, 287 K)

Guam (2 sites)						
Site Name	City	Site EPA ID	Listing Date	Site Score	Federal Facility Indicator	Additional Information
Andersen Air Force Base	Yigo	GU6571999519	10/14/1992	50.00	Yes	<ul style="list-style-type: none"> Site Listing Narrative <https://semspub.epa.gov/src/document/09/2400181> Site Progress Profile Federal Register Notice (PDF) <https://semspub.epa.gov/src/document/11/189625> (15 pp, 185 K)
Ordot Landfill	Ordot	GUD980637649	09/08/1983		No	<ul style="list-style-type: none"> Site Listing Narrative <https://semspub.epa.gov/src/document/09/2400276> Site Progress Profile Federal Register Notice (PDF) <https://semspub.epa.gov/src/document/11/189620> (36 pp, 441 K)

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Hawaii (3 sites)						
Site Name	City	Site EPA ID	Listing Date	Site Score	Federal Facility Indicator	Additional Information
Del Monte Corp. (Oahu Plantation)	Honolulu County	HID980637631	12/16/1994	50.00	No	<ul style="list-style-type: none"> Site Listing Narrative <https://semspub.epa.gov/src/document,> Site Progress Profile Federal Register Notice (PDF) <https://semspub.epa.gov/src/document,> (13 pp, 100 K)
Naval Computer and Telecommunications Area Master Station Eastern Pacific	Oahu	HI0170090054	05/31/1994	50.00	Yes	<ul style="list-style-type: none"> Site Listing Narrative <https://semspub.epa.gov/src/document,> Site Progress Profile Federal Register Notice (PDF) <https://semspub.epa.gov/src/document,> (13 pp, 130 K)
Pearl Harbor Naval Complex	Pearl Harbor	HI4170090076	10/14/1992	70.82	Yes	<ul style="list-style-type: none"> Site Listing Narrative <https://semspub.epa.gov/src/document,> Site Progress Profile Federal Register Notice (PDF) <https://semspub.epa.gov/src/document,> (15 pp, 185 K)

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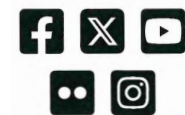
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Sites: Only Active

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GUR000000174	A.B. WON PAT INTERNATIONAL AIRPORT, GUAM	355 CHALAN PASAHERU	TAMUNING	GUAM
GUR000128637	ADMIRAL NIMITZ GOLF COURSE	BLDG 54, RADIO BARRIGADA	BARRIGADA	GUAM

HANDLER ID ↕	NAME ↕	STREET ↕	CITY ↕	COUNTY
<u>GUR000129296</u>	ALLIED PACIFIC BUILDERS INC	3120 MARINER AVE BLDG 17	BARRIGADA	GUAM
<u>GUR000128884</u>	AMBYTH SHIPPING AND TRADING INC	193 ROJAS ST	TAMUNING	GUAM
<u>GUP000129866</u>	AMBYTH SHIPPING INC. DBA AMBYTH TRUCKING	193 ROJAS STREET	HARMON	GUAM
<u>GUD982442444</u>	ATKINS KROLL, INC	443 SOUTH MARINE CORPS DRIVE	TAMUNING	GUAM
<u>GUR000130104</u>	AT&T GCSI TUMON CABLE STATION	1169 NORTH MARINE DRIVE	TAMUNING	GUAM
<u>GUR000000166</u>	BLACK CONSTRUCTION AMELCO YARD	LOT 5292/3/25/3 AT AMELCO	MANGILAO	GUAM
<u>GUR000129254</u>	BME AND SONS INC	132 GOLDEN CUPID RD	MANGILAO	GUAM
<u>GUR000129726</u>	CALIFORNIA PACIFIC TECHNICAL	150 E HARMON INDUSTRIAL PARK	TAMUNING	GUAM

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GUN000903684	ALAGETA DRUM SITE	DEDEDO	[Blank County]	GU	Not NPL	No	No	No
GUN000900382	ALAGETA STREET DRUM EMERGENCY RESPONSE	DEDEDO	GUAM	GU	Not NPL	No	No	No
GU6571999519	ANDERSEN AIR FORCE BASE	YIGO	GUAM	GU	Final NPL	No	No	No
GU7170090008	APRA HARBOR NAVAL COMPLEX	PITI	GUAM	GU	Not NPL	No	No	No
GU5170090018	BARRIGADA VILLAGE ABNDONED DUMP	BARRIGADA	GUAM	GU	Not NPL	No	No	No
GU6170090025	CAMP COVINGTON	PITI	GUAM	GU	Not NPL	No	No	No
GUN000903892	DEDEDO WASTE PILES	DEDEDO	[Blank County]	GU	Not NPL	No	No	No
GUR000129635	FEDERAL AVIATION ADMINISTRATION	BARRIGADA	[Blank County]	GU	Not NPL	No	No	No

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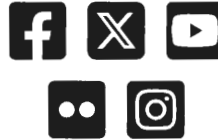
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APPENDIX D

INQUIRIES & RESPONSES



October 10, 2024

Mr. Robert Salas

President

LMS, Guam

202 Hilton Rd., Unit #7

Tumon, Guam 96913

Subject: Phase I Environmental Site Assessment for Lot 2144-D1-7, Tamuning Guam.

Hafa Adai Bob,

In keeping with the current ASTM Standard 1527-3, we are required to inquire with both the user of the Phase 1 ESA buyer, (or their representative) and the seller (or their agent), as well as any individuals knowledgeable about the following site situations:

1. Any environmental cleanup liens recorded against the site
2. Any land use limitations that have been recorded for the site
3. Pertinent specialized knowledge related to the environmental condition of the property
4. Property values that may reflect known or perceived site contamination(s)
5. Aspects about historical uses of each site related to:
 - Historical site activities (i.e. any industrial uses, burials, dumping or other waste disposal)
 - Knowledge of specific chemicals were or are present
 - Knowledge of any petroleum product, hazardous substance or chemical spills or releases that may have occurred on the various sites
6. Any knowledge of obvious indicators pointing to the presence or likely presence of contamination site.

Please submit this inquiry to the seller (or agent) and/or any knowledgeable individual who may have first-hand knowledge of activities on the property. Attached is a detailed questionnaire containing the types of information that would be relevant.

Should you have any questions, please do not hesitate to call me at 685-8686.

Sincerely,

Chris Rhodes CIH, CSP

APPENDIX E QUALIFICATIONS

CHRISTOPHER RHODES, CIH, CSP, MSPH

119 San Tatte Lane, Piti, Guam
Chris@hsepacific.com, 671-685-8686

SUMMARY OF EXPERIENCE

- More than 20 years of experience in industrial hygiene and safety consulting, heavy construction safety, hazardous waste site cleanup, occupational safety/ health training, and emergency response.
- As a Health & Safety Program Manager, develop and implement loss control programs that emphasize employee involvement at all levels for international and domestic programs.
- Countries worked in and supported from a corporate level include United States, Kuwait, Iraq, Afghanistan, Djibouti, Japan, South Korea, United Kingdom, Germany and China.
- Duties include staff support for an array of daily technical and administrative issues, performing in-depth safety audits to identify systematic latent condition in at the organizational and project levels, implement corrective actions, interpret hazard analysis data, and established controls and safeguards to minimize risks to potential hazards.
- In-depth knowledge of OSHA, EPA, EM 385 1-1, and industry health & safety best practices.
- Prior experience includes serving as the Hazardous Materials Coordinator/Specialist for a local hazardous materials response team providing technical expertise to detect and identify hazardous/unknown chemicals.
- Served as the Nuclear, Biological and Chemical (NBC) Warfare NCO for t h e USMC Reserve for four years.

EDUCATION

BS, Environmental Health, Colorado State University, 1995
MS, Industrial Hygiene, Tulane University, 2004
Executive Juris Doctor, Concord Law School, 2008

PROFESSIONAL REGISTRATIONS AND AFFILIATIONS

Certified Industrial Hygienist, #CP 8593, July 2003
Certified Safety Professional, # 16453, October 2000
Certified Hazardous Materials Manager, #9074, 1998 (not active)
Occupational Health & Safety Technologist, # 2364, 2000 (not active)

PROFESSIONAL EXPERIENCE

HSE Pacific, Vice President; Piti, Guam (December 2018 to Present). Responsible for occupational health, safety and environmental programs and consulting services for federal services, heavy construction and general industries. Utilizing and introducing effective tools and proven system services, main focus is to develop a safe working environment and create a culture of safety. Key services include organizational development, process improvement, hazard identification, risk assessment, and mitigation services, industrial hygiene, occupational health and safety programs that include chemical exposures, noise, radiation, heat stress, illumination, real time air monitoring, confined space entries, personal and area sampling, emergency response planning, lead exposure, and hazardous agents (pesticides, asbestos), fall protection, lock out / tag out, excavations, electrical, hand tools, working / walking surfaces, fire protection, ladders, hoisting and rigging, scaffolding, welding, cutting, personal protective equipment, aerial lifts, work platforms, hazard identification, assessment and management, air emissions, waste sampling, categorization and reporting, waste reduction, and environmental protection planning.

Conduct Hazards Assessments for Asbestos, Lead, and Mold. Provide gas-free certificates for safe for entry and hot work for Navy vessels, storage tanks, and pipelines. Environmental work includes various levels of soil and water sampling, Phase I evaluations, and biological monitoring.

Significant on-site project safety and IH support for:

- Strike and Tanker Hangars Maintenance Hangars, AAFB 2019-2021 (Core Tech)
- P601 Marine Corps Airwing Maintenance Hangar, AAFB 2020-2021 (Hensel Phelps)
- P640 Bachelor Enlisted Quarters (BEQ), NBG 2019-2023 (Gilbane)
- GVB Ponding Basin Repairs, Phase II, Guam, to include 112 Moorhen Observation Hours (LMS)
- P270 ACE Gym and Dinning Facility, AAFB 2020-2022 (GSE, LLC)
- J025 Medial Dental Clinic, Camp Blaz, 2022- Present (CHK)
- P 103 Water Wells, AAFB North Field, 2022- Present (ECC)
- P310 Battalion Company Headquarters 2023- Present (GSE)
- P 307 Consolidated Armory 2023 – Present (Gilbane)
- P 927 Radio Barrigada, 2023- Present (Hensel Phelps)

CH2M Hill, HSE Manager - Yongsan Military Base Relocation and Construction Program; Pyeongtaek, South Korea (December 2015 to December 2018). HSE Manager on a DOD 10.7 billion dollar mega project to extend an existing US military installation to accommodate approximately 39,000 relocated active soldiers, families, and support staff. The project is the construction of new barracks, high rise family housing, dining facilities, schools, supporting infrastructure, vehicle maintenance facilities, and many other day to day facilities on a 3,500 acre green-field site. Day to day role involved providing overall HSE management and advice to the Kunwon CH2M/ITM/TOPEC/Yooshi Project Management staff (PMC) and to the Korean contractors, as well as acting as a liaison with the Korean Ministry of Defense and the US Army Core of Engineers. Core areas of responsibility were to provide HSE oversight on civil, structural, architectural, concrete and asphalt pavement, structures, concrete placement, fuel storage and off-load facilities, and utilities work. Also reviewed and approved all contractor task specific HSE plans and AHAs. Major focus was to implement and mentor a western style safety culture for Korean Contractors and PMC personnel working on the US Base.

CH2M Hill, HSE Manager - Bridges To Prosperity, Rwimvubu, Rwanda Africa (February 2017). Selected as the CH2M Hill Safety Manager for a volunteer humanitarian project constructing a 62m footbridge in a rural area of Rwanda. Duties included initial and ongoing training for proper use of PPE, hand tools, fall protection systems, ergonomics, chemical exposures, hygiene, and general construction hazard awareness. Also ensured CH2M company standards and practices were adhered to as well as designing and implementing various types of personal fall protection systems while serving as a full-time member of the construction team.

CB&I, HSE Manager - Haiyang, China. (February 2013 – December 2015). HSE Manager for the AP 1000 Nuclear Power Plant Mega Construction Project. The scope of work involved the construction and start-up commissioning of two 1117-Megawatt Pressurized Water Nuclear Reactors in Haiyang, China. As the HSE Manager, responsibilities included day-to-day occupational safety during the heavy construction of the Nuclear Island. Responsibilities also included;

- Established, mentored and implemented a western style Nuclear Safety Culture Program.
- Provided technical resources and advanced training in occupational safety and industrial hygiene practices to SPMO and the construction contractor's Chinese safety staff.
- Reviewed and approved HSE Plans, Policies, and Procedures.

Functioned as the HSE Manager for the CBI Start Up and Commissioning Team. Duties included general occupational safety support and compliance with CBI policies and procedures as well as direct technical support with Confined Space Entries and NFPA 70E.

ECC, International Programs ESQ Manager – Tamuning, Guam, (2007-2012). Provided overall technical support and EHS staffing for project field teams. Duties included establishing ESH protocols, employee training for the Project Management Team and subcontractors, site hazard analysis, inspections, and establishing mentoring programs for local national subcontractors. Performed project field surveillances to ensure compliance with internal and external client EHS regulations and standards with the primary goal of identifying systematic latent conditions in the safety program. Managed the health & safety programs for multiple international DoD construction and environmental projects in Iraq, Afghanistan, Hawaii, Guam, Kuwait, Djibouti, Japan, Europe, and UK. Projects include various vertical construction, renovation, environmental remediation, fuels projects, horizontal infrastructure, runways/ramps, and roads & bridge construction projects.

Maintained parallel duties as the HSE Manager for the dck-ECC JV Guam DBMAC Contract and ECC Guam specific operations. Duties included the HSE Management of the following Guam construction projects:

- Remedial Action Phase II, Site 2, Marbo Annex, Andersen AFB, Guam, 2012
- Replaced and Upgraded Fuel Truck Racks Fisc Det Yoko Marianas, Guam, 2011.
- P-465 Submarine Learning Center (SLC), Polaris Point, Guam, 2010.
- Strike Forward Operating Location (FOL) Electrical Infrastructure, Andersen AFB, Guam 2010.
- Upgraded Mechanical Systems at Bldg.25009, Andersen AFB, Guam 2010.
- Repair Water Distribution System Phase II, Andersen AFB, Guam, 2008.
- TCRA Various Electrical Sites PCB Remediation project, Navy Base, Guam, 2008.

ECC, Afghanistan Country EHS Manager - Afghanistan, (Oct 2009 – July 2010). Provided EHS technical support, staffing, and leadership for up to 20 concurrent USACE MATOC and AFCEE HERC construction projects in addition to all other OCONUS projects. Afghanistan Projects included vertical construction of multi-story dormitories, administration buildings, Relocatable Living Buildings (RLBs), fuel storage tanks, infrastructures, horizontal runway and ramp construction. Duties included:

- Continual country wide EHS oversight and support to individual project management teams and safety staff,
- Mentored and trained TCN and LN project safety staff,
- Developed and reviewed AHAs for specific definable features of work,
- Established APPs for all TOs,
- Performed individual site audits to ensure compliance with EM 385 and corporate standards.
- Developed and implemented site specific hazard mitigation plans i.e. excavation, CSE, lift and critical lift, fall protection, and steel erection plans.
- Performed daily field EHS activities on construction sites.
- Project CIH for various confined space entries and internal coating applications.

ECC, EHS Manager, Katrina Disaster Recovery Response - New Orleans, Louisiana (2005-2007). Managed the EHS program on a time-sensitive, disaster response contract, for more than 1,600 field personnel. Rapidly staffed the project with qualified safety personnel within days of award and during mobilization. Prepared and implemented EHS Plans, AHAs, and exposure monitoring plans meeting USACE EM 385-1-1 requirements. Communicated daily with USACE and local government agencies in regards to occupational and environmental safety concerns. Conducted initial safety orientation to all project personnel and continual safety training as needed based on hazard analysis. Managed the air monitoring and asbestos programs and interpreted results. Implemented fall protection methods for

demolition and conducted daily safety inspections of work area, equipment and power tools. Established truck inspection stations and initial site safety orientations for recovery workers within two days of mobilization. Provided training on use of air monitoring equipment and air sampling methods. Received two separate awards from the National Safety Council and two USACE commendations for one million work hours without a lost time incident.

ECC, EHS Manager - RMA Basin F Wastepile Remediation Project, Commerce City, Colorado (March 2006-July 2006). Coordinated safety activities at BFWP for the excavation of approximately 490,000 bcy of contaminated soil and transportation to the on-site landfill. Provided oversight of collection of exposure monitoring samples for contaminants including pesticides, volatile organic compounds, and metals. Ensured personnel were properly trained on all aspects of the Health and Safety Plan and maintained RMA- and OSHA-required records. Provided weekly reports to TtECI personnel regarding safety activities. Engaged crew in preparation/review of task-specific activity hazard analyses. Project received OSHA VPP Star Status in April 2007. The project completed more than 264,410 labor hours with no OSHA recordable illnesses or injuries.

Envirocon, EHS Manager - Katrina Relief and Debris Removal, New Orleans, Louisiana (September 2005 – December 2005). Responsible for EHS activities and implemented the safety program in Plaquemines Parish. This involved identifying and training subcontractors to the rapid response H&S safety criteria and the hazard identification and analysis in unique circumstances following the natural disaster. Served as a technical resource for field level safety professionals. Wrote and reviewed Health and Safety Plans, AHAs and exposure monitoring plans. Continuous field audits and inspections to ensure compliance were performed.

Envirocon Inc., Senior H&S Manager - Golden, Colorado (March 2005 – December 2005). Responsible for multiple commercial and government clean construction and hazardous waste remediation sites. Responsibilities include being a technical resource for field level safety professionals, project audits to ensure compliance, and writing/ reviewing: H&S Plans, Hazard Analysis, and exposure monitoring plans. Major projects included instituting a Behavior Based Safety Program for a partnering company at a high profile landfill in California and implementing the safety program for the Hurricane Katrina Debris Removal project in Louisiana.

Tetra Tech Foster Wheeler, H&S Manager - CONUS and OCONUS Locations (2004 - 2005). Monitored H&S program for a variety of international and US based government and private sector projects as well as commercial industrial hygiene/safety for the Denver, Colorado Regional office. Relevant assignments at included:

- **Tetra Tech Foster Wheeler/Perini, Task Force Restore Iraqi Electricity, Southern Iraq (2003 - 2004).** Provided EHS Management oversight and compliance for a high profile, time- sensitive construction project that included restoration of two 64 megawatt generators, construction of more than 220 miles of 400Kv power line and towers, and installation of natural gas turbine/crude generators at remote sites. Established and implemented the overall ESH program for an aggressive multi-tasked power restoration and managed life support programs for project camps. Provided EHS oversight of up to 2,500 international field personnel. Prepared and implemented AHAs, critical lift plans, fall protection plans, confined space entry plans, safety audits and subsequent corrective actions. Performed incident management, root cause analysis, and implemented corrective actions.
- **Foster Wheeler Environmental Corp., Program Management Contractor Rocky Mountain Arsenal, Commerce City, Colorado (2002 - 2003).** As Senior H&S Professional, responsibilities included safety and industrial hygiene oversight of environmental remediation and heavy construction activities involving military chemical warfare agents and hazardous waste. Assisted, advised, and audited subcontractor compliance with OSHA, USEPA, US Army, and company

safety requirements as well as evaluating subcontractor performance with respect to safety. Advanced air monitoring involved real – time for chemical warfare agents and VOCs with MINICAMS® & DAAMS tubes and HAPSITE. Also performed chemical warfare material investigations at Aberdeen Proving Grounds during this time frame.

Earth Tech, Western Region Senior H&S Professional - Denver, Colorado (2000 - 2002). Provided health and safety support to multiple ongoing government and industrial/commercial sites located in the Mid and Western Regions of the US. General support includes writing and updating H&S Plans, Task Hazard Analyses, site compliance audits, and evaluating employee exposure issues to incorporate appropriate controls. Duties performed for commercial/industrial work include a variety of industrial hygiene/safety site audits to ensure compliance and investigate indoor air quality, noise, chemical, mold, ergonomics, and other physical hazard issues and complaints as a neutral third party.

- **Earth Tech, Capitol Police Post Office & GSA Warehouse Anthrax Remediation, Washington DC (2001).** As Senior S&H Officer, provided safety and industrial hygiene oversight for the remediation of the Anthrax contamination in the Capitol Police Post Office and a

GSA Warehouse. Interacted daily with EPA, Capitol Police, CDC, and other acting government agencies. Ensured the proper security and required negative air pressure achieved in the buildings. Established work/rest regimes to combat heat stress associated with advanced levels of PPE. Ensured proper use, training, and compliance with Level B and PAPR respirators.

- **Earth Tech, Bio-Remediation of TNT Contaminated Soil, Pueblo Chemical Depot, Colorado (2000-2001).** As Senior S&H Professional, provided S&H program support for the composting of TNT contaminated soil, the onsite Lab, and multiple small support projects throughout the Depot. Prepared and updated S&H plans, task hazard analyses, and Laboratory Chemical Hygiene Plan. Performed site compliance audits to ensure compliance with EM 385 1-1, state regulations. Evaluated employee chemical and physical exposure issues to incorporate appropriate controls.
- **Earth Tech, Hospital Demolition, Lajes Field, Azores (2001).** As S&H Professional, provided safety oversight for a politically sensitive hospital demolition with asbestos containing material. Ensured the proper abatement of all ACM prior to demolition activities. Ensured proper shipment of ACM off the island and that chain of custody forms were in place. Ensured subcontractor abided to agreed upon S&H regulations and procedures.

Earth Tech, H&S Professional - Multiple Hazardous Waste Remediation Projects, US (1998 - 2001) Provided health & safety oversight on multiple hazardous waste remediation projects throughout the US. Sites involved; demolition of Asbestos Mills, mercury and lead remediation, and landfill relocations.

Forsyth County, North Carolina, Hazardous Materials Coordinator/Specialist. (1996 – 1998). Worked for Forsyth County Office of Emergency Management to applied in-depth knowledge of environmental chemistry and CERCLA, RCRA, and DOT regulations to hazardous materials release incidents. Coordinated EPA SARA Title III program for Forsyth County, North Carolina. Implemented EPA Clean Air Act, Chemical Accident Prevention Provisions, Section 112(r) for Forsyth County. Integrated Emergency Action Plans for Forsyth County in regards to chemical releases and natural disasters. Also served as instructor for the National Safety Council's Computer Aided Management of Emergency Operations (CAMEO) for Windows.

USMC Reserves, Nuclear, Biological and Chemical Warfare Officer (1988 - 1994). Duties included training military personnel in the use, signs/symptoms, and treatment of various commonly used CBR weapons. Trained personnel in proper use, care, and, limitations of chemical protective clothing.

PROFESSIONAL TRAINING

CB&I Supervisor Incident Prevention Program, 2013.

CB&I Mobile Cranes and Rigging Programs, 2014.
CB&I Mobile Cranes and Rigging Train the Trainer, 2014.
OSHA Fall Protection, OSHA Course 3115, 2013.
OSHA 500 Trainer Course For Construction, 2022.
Mobile Crane and Rigging 40 hour course, Crane Tech.2009.
OSHA Electrical Standards, OSHA Course 3095, 2009
Trenching, Excavation, and Soil Mechanics, OSHA Course 3015, 2000.
Red Cross, First Aid/CPR, January 2022
40-hour NAVFAC EM 385 1-1 Construction Safety Hazard Awareness for Contractors, May 2022
40-hour HAZWOPER Training, 1998
Hazardous Materials Incident Management (R243), National Fire Academy, 1997
80-hour Chemistry of Hazardous Materials, National Fire Academy, 1996
Emergency Response to Hazardous Materials Incidents, EPA Course 165.15, 1996
ASHERA Asbestos Inspector Building Inspector, July 2021
EPA/DOH Lead Inspector, May 2019
EPA/DOH Lead Risk Assessor, June 2022
Permit Required Confined Space Entry Training, 1998
40-hour Asbestos Contractor/Supervisor Course, 1998
OSHA Lockout/Tagout, OSHA Course 7115, 2019

EXHIBIT C

CIVILLE & TANG, PLLC

www.civilletang.com

Sender's Direct E-Mail:
jtang@civilletang.com

January 23, 2025

VIA E-MAIL

efnapoli@ghura.org

Ms. Elizabeth F. Napoli

Executive Director

GUAM HOUSING AND URBAN RENEWAL AUTHORITY

117 Bien Venida Avenue

Sinajana, Guam 96910

Re: January 6, 2025 Appeal/Protest filed by Summer Vista II, DE, LLC and Summer Vista III, DE, LLC

Dear Ms. Napoli:

I am writing in response to your January 23, 2025 Letter (“January 23 Denial Letter”) denying the January 6, 2025 Appeal/Protest filed by Summer Vista II, DE, LLC (“Summer Vista II”) and Summer Vista III, DE, LLC (“Summer Vista III”) with respect to the 2024 LIHTC Award to Flores Rosa Gardens L.L.C. and the improper ranking of Rosewood Park L.L.C.

GHURA states in the January 23 Denial Letter that the appeal provision under GHURA’s 2024 LIHTC Qualified Allocation Plan (“QAP”) requires an appeal to be submitted within ten (10) calendar days after the award. The QAP states that “[a]ll appeals shall be resolved in accordance with GHURA’s Appeals and Process Procedure, copies of which are maintained at GHURA’s office.” QAP at 31.

We requested a copy of the document referred to as GHURA’s “Appeals and Process Procedure” in our Sunshine Act Request dated 7, 2025 (“Jan. 2025 SAR”). In response to the Jan. 2025 SAR, GHURA produced a document called “Procedure for Appeal to the Board of Commissioners.” First, this is not the document titled “Appeal and Process Procedure” referred to in the QAP. Second, GHURA has admitted that the Appeal and Process Procedure was not promulgated in accordance with the Administrative Adjudication Act (*see* Jan. 2025 SAR), and as you well know, rules that have not been properly promulgated have no legal effect, and therefore cannot for the basis for denying the Protest/Appeal.

In the fourth paragraph of the January 23 Denial Letter, GHURA denies the Appeal/Protest based on the 14-day rule in 5 GCA §5425(a) of the Guam Procurement Law, and in the preceding paragraph GHURA states that “GHURA respectfully does not come to the same conclusion [requiring] the LIHTC program to be governed by the Guam Procurement Law.” This makes no sense.

Ms. Elizabeth F. Napoli

Executive Director

GUAM HOUSING AND URBAN RENEWAL AUTHORITY

January 23, 2025

Page 2

The law requires that GHURA follows appeal rules that are properly promulgated. The failure to do so is the denial of due process. Please identify by close of business, Friday, January 24, 2025, which rules and regulations GHURA is following with respect to this LIHTC Appeal/Protest.

Sincerely,

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

Joyce C.H. Tang

EXHIBIT D

CIVILLE & TANG, PLLC

www.civilletang.com

Sender's Direct E-Mail:
jtang@civilletang.com

December 10, 2024

VIA E-MAIL

efnapoli@ghura.org

Ms. Elizabeth F. Napoli

Executive Director

GUAM HOUSING AND URBAN RENEWAL AUTHORITY

117 Bien Venida Avenue

Sinajana, Guam 96910

Re: Sunshine Act Request Regarding LIHTEC 2024 Application and Award

Dear Ms. Napoli:

I am requesting the following documents pursuant to the Sunshine Reform Act of 1999 set forth in 5 G.C.A. §10101 *et seq.*:

1. The proposal submitted to GHURA by Pacific Federal Management, Inc. (“PFM”)/Flores Rosa LLC relating to the Flores Rosa project (“Flores Rosa Project”).
2. The proposal submitted to GHURA by Pacific Federal Management, Inc./Rosewood Parks, LLC relating to the Rosewood Parks project (“Rosewood Parks Project”).
3. All communications and documents by and between PFM or Flores Rosa LLC representatives, employees, consultants and agents, on the one hand, and GHURA on the other hand, relating to the Flores Rosa Project. The term “communications” used herein shall include whatsapp messages, e-mails, text messages and other social media channels.
4. All communications by and between PFM or Rosewood Parks LLC representatives, employees, consultants and agents, on the one hand, and GHURA on the other hand, relating to the Rosewood Parks Project.
5. The contract entered into by and between GHURA and Flores Rosa LLC.
6. All evaluation forms and score sheets completed by the Evaluation Committee concerning the proposals submitted in response the LIHTEC 2024 Application (“Application”). The evaluation forms requested are the filled in and completed score sheets or evaluation forms prepared pursuant to the Application.
7. All summaries of score sheets or evaluation forms computing the scores given by the Evaluation Committee for the proposals submitted in response to the Application.

Ms. Elizabeth F. Napoli

Executive Director

GUAM HOUSING AND URBAN RENEWAL AUTHORITY

December 10, 2024

Page 2

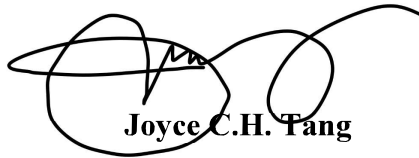
8. The memorandum or summary of the Evaluation Committee recommendations provided to the GHURA Board of Commissioners at the December 10, 2024 board meeting.

9. The “board packet” provided to the GHURA Board of Commissioners for the November 26, 2024 board meeting and the December 10, 2024 board meeting.

Please indicate in your response if you do not have any documents responsive to the requests. If you deny any of these requests, please cite each specific exemption justifying the refusal to release the information.

We look forward to your prompt and expeditious response. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Joyce C.H. Tang", is written over a circular stamp or seal. The signature is fluid and cursive.

Joyce C.H. Tang

CIVILLE & TANG, PLLC

www.civilletang.com

Sender's Direct E-Mail:
jtang@civilletang.com

December 10, 2024

VIA E-MAIL

johninguam@gmail.com

Mr. John Rivera
Chairman
Board of Commissioners
GUAM HOUSING AND URBAN RENEWAL AUTHORITY
117 Bien Venida Avenue
Sinajana, Guam 96910

Re: Sunshine Act Request Regarding LIHTEC 2024 Application and Award

Dear Mr. Rivera:

I am requesting the following documents on behalf of my client, Core Tech Development, LLC, pursuant to the Sunshine Reform Act of 1999 set forth in 5 G.C.A. §10101 *et seq.*:

1. All communications and documents by and between PFM or Flores Rosa LLC representatives, employees, consultants and agents, on the one hand, and GHURA board and/or any commissioner on the other hand, relating to the Flores Rosa Project. The term "communications" used herein shall include whatsapp messages, e-mails, text messages and other social media channels.
2. All communications by and between PFM or Rosewood Parks LLC representatives, employees, consultants and agents, on the one hand, and GHURA board and/or commissioner on the other hand, relating to the Rosewood Parks Project.
3. All communications by and between the GHURA board commissioner(s) and GHURA employees and representatives, including Katherine Taitano, GHURA Planner.

Please indicate in your response if you do not have any documents responsive to the requests. If you deny any of these requests, please cite each specific exemption justifying the refusal to release the information.

Mr. John Rivera

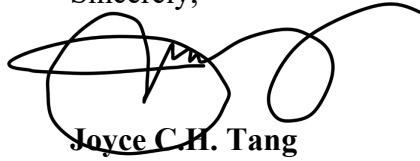
GUAM HOUSING AND URBAN RENEWAL AUTHORITY

December 10, 2024

Page 2

We look forward to your prompt and expeditious response. Thank you.

Sincerely,

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right. The signature is positioned above the printed name.

Joyce C.H. Tang

EXHIBIT E



GHURA

Guam Housing and Urban Renewal Authority
Aturidat Ginima' Yan Rinueban Siudat Guahan
117 Bien Venida Avenue, Sinajana, GU 96910
Phone: (671) 477-9851 · Fax: (671) 300-7565 · TTY: (671) 472-3701
Website: www.ghura.org



Lourdes A. Leon Guerrero
Governor of Guam

Joshua F. Tenorio
Lt. Governor of Guam

John J. Rivera
Chairman

Nathanael P. Sanchez
Vice Chairman

Anisia S. Delia
Commissioner

Emilia F. Rice
Commissioner

Victor R. Torres
Commissioner

Karl E. Corpus
Resident Commissioner

Elizabeth F. Napoli
Executive Director

Fernando B. Esteves
Deputy Director

December 26, 2024

Joyce C.H. Tang
CIVILLE & TANG, PLLC
330 Herman Cortez Avenue, Suite 200
Hagatna, Guam 96910

RE: GHURA's Responses to Sunshine Act Requests Regarding LIHTC 2024 Application and Award

Dear Ms. Tang:

Per your email request dated December 10, 2024, and GHURA's subsequent request for an extension, pursuant to the Sunshine Reform Act of 1999 set forth in G.C.A. §10101 et seq.:

1. The proposal submitted to GHURA by Pacific Federal Management, Inc. ("PFM")/Flores Rosa LLC relating to the Flores Rosa project ("Flores Rosa Project").

GHURA'S RESPONSE: The information is provided with redactions in the folder uploaded to the link provided.

2. The proposal submitted to GHURA by Pacific Federal Management, Inc./Rosewood Parks, LLC relating to the Rosewood Parks project ("Rosewood Parks Project").

GHURA'S RESPONSE: This proposal is still under review and consideration and has not yet been awarded, therefore, GHURA is not able to disclose documents relative to this request.

3. All communications and documents by and between PFM or Flores Rosa LLC representatives, employees, consultants and agents, on the one hand, and GHURA on the other hand, relating to the Flores Rosa Project. The term "communications" used herein shall include whatsapp messages, e-mails, text messages and other social media channels.

GHURA'S RESPONSE: The information is provided in the folder uploaded to the link provided.



4. All communications by and between PFM or Rosewood Parks LLC representatives, employees, consultants and agents, on the one hand, and GHURA on the other hand, relating to the Rosewood Parks Project.

GHURA'S RESPONSE: This proposal is still under review and consideration and has not yet been awarded, therefore, GHURA is not able to disclose documents relative to this request.

5. The contract entered into by and between GHURA and Flores Rosa LLC.

GHURA'S RESPONSE: GHURA has no disclosable documents relative to this request.

6. All evaluation forms and score sheets completed by the Evaluation Committee concerning the proposals submitted in response to the LIHTC 2024 Application ("Application"). The evaluation forms requested are the filled in and completed score sheets or evaluation forms prepared pursuant to the Application.

GHURA'S RESPONSE: The information is provided in the folder uploaded to the link provided.

7. All summaries of score sheets or evaluation forms computing the scores given by the Evaluation Committee for the proposals submitted in response to the Application.

GHURA'S RESPONSE: The information is provided in the folder uploaded to the link provided.

8. The memorandum or summary of the Evaluation Committee recommendations provided to the GHURA Board of Commissioners at the December 10, 2024 board meeting.

GHURA'S RESPONSE: The information is provided in the folder uploaded to the link provided.

9. The "board packet" provided to the GHURA Board of Commissioners for the November 26, 2024 board meeting and the December 10, 2024 board meeting.

GHURA'S RESPONSE: The information is provided in the folder uploaded to the link provided.

Regards,

Elizabeth F. Napoli
Executive Director

EXHIBIT F

CIVILLE & TANG, PLLC

www.civilletang.com

Sender's Direct E-Mail:
jtang@civilletang.com

January 7, 2025

VIA E-MAIL

efnapoli@ghura.org

Ms. Elizabeth F. Napoli

Executive Director

GUAM HOUSING AND URBAN RENEWAL AUTHORITY

117 Bien Venida Avenue

Sinajana, Guam 96910

Re: Sunshine Act Request to regarding LIHTC Program and Other Matters

Dear Ms. Napoli:

I am requesting the following documents on behalf of my clients, Summer Vista DE II, LLC and Summer Vista DE III LLC, pursuant to the Sunshine Reform Act of 1999 set forth in 5 G.C.A. §10101 *et seq.*:

1. All rules, regulations, manuals, policies and procedures related to GHURA's 2024 Low Income Housing Tax Credit Qualified Allocation Plan, including any amendments (collectively, "**QAP Rules and Regulations**").
2. All rules, regulations, manuals, policies and procedures related to appeals and protests, including but not limited to "GHURA's Appeals and Process Procedure," including any amendments ("**Appeals and Process Procedure**") referenced in GHURA's 2024 Low Income Housing Tax Credit Qualified Allocation Plan.
3. All documents and communications relating to the adoption, approval, and promulgation of the **QAP Rules and Regulations**, including but not limited to notices, agendas, meeting minutes, resolutions, and board packets.
4. All documents and communications relating to the adoption, approval, and promulgation of the **Appeals and Process Procedure**, including but not limited to notices, agendas, meeting minutes, resolutions, and board packets.
5. All documents and communications related to GHURA's compliance with the Rule-Making Procedures under the Administrative Adjudication Law (5 GCA §§ 9300 et seq.) for the **QAP Rules and Regulations**.
6. All documents and communications related to GHURA's compliance with the Rule-Making Procedures under the Administrative Adjudication Law (5 GCA §§ 9300 et seq.) for the **Appeals and Process Procedure**.

Ms. Elizabeth F. Napoli

Executive Director

GUAM HOUSING AND URBAN RENEWAL AUTHORITY

January 7, 2025

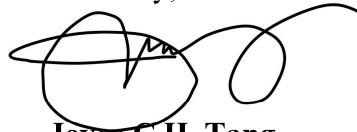
Page 2

7. All documents and communications related to the implementation of (or decision not to implement) the Guam Procurement Law and Regulations discussed in Office of Attorney General Legal Memorandum identified as AG 12-0850, dated December 17, 2012, a copy of which is attached as **Exhibit A**.

Please indicate in your response if you do not have any documents responsive to the requests. If you deny any of these requests, please cite each specific exemption justifying the refusal to release the information.

We look forward to your prompt and expeditious response. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Joyce C.H. Tang", with a large, stylized flourish extending to the right.

Joyce C.H. Tang

cc: Eliseo Florig, Esq.

LEONARDO M. RAPADAS
Attorney General



PHILLIP J. TYDINGCO
Chief Deputy Attorney General

OFFICE OF THE ATTORNEY GENERAL

December 17, 2012

LEGAL MEMORANDUM

Ref: AG 12-0850

TO: Acting Executive Director, GHURA
Chairman, GHURA Board of Commissioners

FROM: Attorney General *[Signature]*

SUBJECT: Guam Housing and Urban Renewal Authority Procurement

Earlier this year, former GHURA Executive Director, Ray Topasna, brought to the attention of the Office of the Attorney General that members of the GHURA Board claimed that procurement by their agency is not subject to Guam Procurement Law. Mr. Topasna requested a formal opinion or memorandum from the office regarding the matter.

The Guam Procurement Law applies to Guam Housing and Urban Renewal Authority ("GHURA") except when requirements of federal law with respect to the expenditure of federal funds are inconsistent then federal law shall control. See 12 G.C.A. § 5132. Prior memorandums opined that GHURA was exempt from the centralized Government of Guam Procurement Law because GHURA is 100% federally funded. However, none of the opinions cited a federal law or regulation to support its conclusion that GHURA is exempt.

Title 24 CFR § 85.36, Housing and Urban Development, Office of the Secretary, Department of Housing and Urban Development, Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments, Post-Award Requirements, Changes, Property and Subawards, Procurement, provides that "[w]hen procuring property and services under a grant, a State will follow the same policies and procedures it uses for procurements from its non-Federal funds. A State includes any territory or possession of the United States. See 24 CFR § 85.3.

GHURA administers several programs that are federally funded. See www.ghura.org.

1. The Public Housing program is a Federal aid administered by Housing and Urban Development (“HUD”) to GHURA to manage the housing for low income residents at rents they can afford. The program regulations, 24 CFR Part 960, do not provide for procurement.
2. The Section 8 program is a Federal aid administered by HUD to GHURA to provide rental assistance for very low-income residents to make renting housing in the community affordable. The program regulations, 24 CFR Part 983, do not provide for procurement.
3. The *Guma Trankilidat* program is financed through the Farmers Home Administration, Section 515 New Construction. Farmers Home Administration, Section 515 New Construction and Part 884, Section 8 Housing Assistance Payments Program, New Construction Set-Aside for Section 515 Rural Rental Housing Projects and 42 U.S.C. § 1485, Farmers Home Administration under Section 515 of the Housing Act of 1949 do not provide for procurement.
4. The Community Development Block Grants (CDBG) Program is a grant provided by the HUD. CDBG is authorized by the Housing and Community Development Act of 1974, as amended. Program regulations are found in 24 CFR Part 570. The following regulations contained in 24 CFR Part 570 govern procurement:

Title 24 CFR § 570.200(d)(2), Housing and Urban Development, Office of the Assistant Secretary for Community Planning and Development, Department of Housing and Urban Development, Community Facilities, Community Development Block Grants, Eligible Activities, General Policies, Consultant Activities, Independent Contractor Relationship, provides that consultant services provided under an independent contractor relationship are governed by the procurement requirements in 24 CFR § 85.36.

Title 24 CFR § 570.200(f) provides, in pertinent part, the means of carrying out eligible activities are subject to local law by the recipient through procurement contracts governed by the requirements of 24 CFR 85.36.

Title 24 CFR 570.489(g), Program Administrative Requirements, Procurement, provides:

“When procuring property or services to be paid for in whole or in part with CDBG funds, the state shall follow its procurement policies and procedures. The state shall establish requirements for procurement policies and procedures for units of general local government, based on full and open competition. Methods

of procurement (e.g., small purchase, sealed bids/formal advertising, competitive proposals, and noncompetitive proposals) and their applicability shall be specified by the state. Cost plus a percentage of cost and percentage of construction costs methods of contracting shall not be used. The policies and procedures shall also include standards of conduct governing employees engaged in the award or administration of contracts. (Other conflicts of interest are covered by § 570.489(h).) The state shall ensure that all purchase orders and contracts include any clauses required by Federal statutes, executive orders and implementing regulations.”

Title 24 CFR 570.502, Grant Administration, Applicability of Uniform Administrative Requirements, requires government entity recipients to comply with OMB Circular No. A-87, “Cost Principles for State, Local, and Indian Tribal Governments”; OMB Circular A-128, “Audits of State and Local Governments” (implemented at 24 CFR part 44); and with the sections of 24 CFR part 85 “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments” or the related CDBG provision, including 24 CFR § 85.36. None of the provisions except 24 CFR § 85.36 provide for procurement.

5. The HOME Program is a grant provided by HUD and authorized by Title II of the Cranston-Gonzales National Affordable Housing Act, as amended. 42 USC 12.721 et seq. Program regulation is 24 CFR Part 92 and does not provide for procurement.
6. The Emergency Solutions Grant (ESG) Program is funded by HUD. ESG grants are provided by HUD. ESG is authorized under Subtitle B of Title IV of the Stewart B. McKinney Act (42 USC 11371 et seq.) and renamed in the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act. Program regulations are 24 CFR Part 91 and 576. These provisions do not provide for procurement.
7. The Continuum of Care (Guam Homeless Coalition) program responds to the needs of the homeless. Funds were not identified and regulations were not cited.
8. The Homelessness Prevention and Rapid Re-Housing Program (HRRP) funds may be used to provide homelessness prevention assistance to persons at-risk of homelessness, to provide rapid re-housing assistance to homeless persons, to help cover required data collection and evaluation costs, and to help cover grant administration costs.
9. The Low Income Housing Tax Credit Program was created by the 1986 Tax Reform Act to assist with the development of low-income rental housing by providing qualified owners with Credit to offset their tax obligations.

10. The Weatherization is a program to help reduce energy costs for income eligible applicants by improving the energy efficiency of their homes.

A review of GHURA's programs and their regulations does not reveal or provide for a different procurement process with federal funds. Rather, it requires GHURA to follow Guam's procurement process for local funds. See 24 CFR § 85.36. Therefore, the procurement statutes, such as, 5 G.C.A. § 5121(b) and 5 G.C.A. § 5150, that require the Attorney General's approval on legal services contracts and procurements in excess of \$500,000, respectively, apply to GHURA and its procurement. Unless a specific federal statute or regulation provides otherwise, GHURA is not exempt from the Government of Guam Procurement Law.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read 'S. Taitano', is positioned above the printed name.

SHANNON TAITANO
Assistant Attorney General



GHURA

Guam Housing and Urban Renewal Authority
Aturidat Ginima' Yan Rinueban Siudat Guahan
117 Bien Venida Avenue, Sinajana, GU 96910
Phone: (671) 477-9851 · Fax: (671) 300-7565 · TTY: (671) 472-3701
Website: www.ghura.org



Lourdes A. Leon Guerrero
Governor of Guam

Joshua F. Tenorio
Lt. Governor of Guam

John J. Rivera
Chairman

Nathanael P. Sanchez
Vice Chairman

Anisia S. Delia
Commissioner

Emilia F. Rice
Commissioner

Victor R. Torres
Commissioner

Karl E. Corpus
Resident Commissioner

Elizabeth F. Napoli
Executive Director

Fernando B. Esteves
Deputy Director

January 13, 2025

Joyce C.H. Tang, Esq.
Civille & Tang, PLLC
330 Hernan Cortez Avenue, Suite 200
Hagatna, Guam 96910

VIA E-MAIL: jtang@civilletang.com

Re: Notice of Extension to Respond to Sunshine Reform Act of 1999 (5 GCA §10101 et seq.) Request Received on January 7, 2025

Hafa Adai, Ms. Tang:

This is to provide notice that pursuant to 5 GCA §10103(e)(2), the Guam Housing and Urban Renewal Authority (GHURA) will extend its response of disclosable public records in the possession of GHURA, in reference to your above-subject request, on or before the statutory extension period.

Should you have any questions or required further information, please do not hesitate to contact me.

Regards,

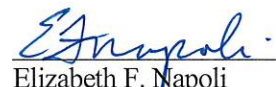

Elizabeth F. Napoli
Executive Director

EXHIBIT H

From: [Elizabeth Napoli](#)
To: [Joyce C.H. Tang](#)
Cc: [Eliseo M. Florig, Jr.](#); hhuynh@civilletang.com
Subject: RE: Jan 14, 2025 - GHURA BOC Meeting
Date: Tuesday, January 14, 2025 11:37:43 AM

Hafa Adai, Ms. Tang:

This is to confirm that today's BOC meeting is canceled due to a lack of quorum. Advertisement for the rescheduled BOC meeting date will be forthcoming.

Elizabeth F. Napoli
Executive Director
Guam Housing and Urban Renewal Authority
117 Bien Venida Avenue
Sinajana, GU 96910
efnapoli@ghura.org
Wk. Ph. (671) 472-1442

From: Joyce C.H. Tang <jtang@civilletang.com>
Sent: Tuesday, January 14, 2025 10:23 AM
To: 'Elizabeth Napoli' <efnapoli@ghura.org>
Cc: 'Eliseo M. Florig, Jr.' <emflorig@ghura.org>; 'Haig Huynh' <hhuynh@civilletang.com>
Subject: Jan 14, 2025 - GHURA BOC Meeting

Dear Ms. Napoli,

I saw on the GHURA website today's Board of Commissioners' meeting has been cancelled. Can you please confirm the cancellation.

Thank you.

Joyce Tang

Joyce C.H. Tang

Civille & Tang, PLLC

T: 671.472.8868 F: 671.477.2511

CONFIDENTIALITY NOTICE: THE FOREGOING MESSAGE, INCLUDING ANY ATTACHMENTS, IS COVERED BY THE ELECTRONIC COMMUNICATIONS PRIVACY ACT, 18 U.S.C. SECTIONS 2510-2521 AND IS SENT BY A LAW FIRM AND IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHOM OR WHICH IT IS ADDRESSED AND CONTAINS INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE. ANY SUCH AND ALL SUCH RIGHTS OF PRIVILEGE, CONFIDENTIALITY, AND NON-DISCLOSURE ARE HEREBY CLAIMED AND EXPRESSLY NOT WAIVED. DO NOT READ THE MESSAGE AND ATTACHMENT(S) IF YOU ARE NOT THE INTENDED RECIPIENT. IN ANY EVENT, THE INFORMATION CONTAINED IN THIS E-MAIL TRANSMISSION AND ANY ATTACHMENT IS CONFIDENTIAL AND REMAINS THE PROPERTY OF THE SENDER UNTIL IT IS RECEIVED BY THE INTENDED RECIPIENT.

EXHIBIT I



**BOARD OF COMMISSIONERS
REGULAR SCHEDULED MEETING
12:00 P.M., January 14, 2025
GHURA's Main Office (via Zoom)
1st floor, Conference Room, Sinajana
AGENDA**

I. ROLL CALL

II. BOARD MEETING PUBLIC ANNOUNCEMENTS

1st Printing – Tuesday, January 7, 2025
2nd Printing – Sunday, January 12, 2025

III. APPROVAL OF PREVIOUS BOARD MINUTES – December 10, 2024

IV. NEW BUSINESS

	PAGE (S)
1. Intent of Award	1 - 8
IFB GHURA-24-14: GPD Eastern Substation, Talofofo, Guam	
2. Resolution No. FY2025-012	9 - 21
Resolution approving the Write-Off of Tenant Accounts Receivable	

V. OLD BUSINESS

1. 2024 LIHTC QAP / Application Cycle

VI. EXECUTIVE DIRECTOR'S REPORT

1. Project Updates
2. Division Updates

VII. GENERAL DISCUSSION / ANNOUNCEMENTS

1. Next proposed scheduled Board Meeting: Tuesday, February 11, 2025
@ 12:00 p.m.

VIII. ADJOURNMENT

EXHIBIT J



GHURA

Guam Housing and Urban Renewal Authority
Aturidat Ginima' Yan Rinueban Siudad Guahan
117 Bien Venida Avenue, Sinajana, GU 96910
Phone: (671) 477-9851 · Fax: (671) 300-7565 · TTY: (671) 472-3701
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Lourdes A. Leon Guerrero
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Anisia S. Delia
Commissioner

Emilia F. Rice
Commissioner

Victor R. Torres
Commissioner

Karl E. Corpus
Resident Commissioner

Elizabeth F. Napoli
Executive Director

Fernando B. Esteves
Deputy Director

Received- January 7, 2025 via E-Mail
GHURA's Responses- January 23, 2025 via E-mail

To: Ms. Joyce C.H. Tang, Esq.
Civille & Tang, PLLC
330 Hernan Cortez Avenue, Suite 200
Hagåtña, Guam 96910

Subject: GHURA'S RESPONSE- Sunshine Reform Act Request of 1999
Reference: LIHTC Program and Other Matters

Hafa adai, Ms. Tang:

Per the Freedom of Information Act/Sunshine Reform Act of 1999 (5 GCA §10101 *et seq*) request dated January 7, 2025, **Reference: LIHTC Program and Other Matters**, please see the following GHURA responses:

1. All Rules, Regulations, Manuals, policies and procedures related to GHURA's 2024 Low Income Housing Tax Credit Qualified Allocation Plan, including any amendments (collectively, "**QAP Rules and Regulations**")

GHURA'S RESPONSE- GHURA does not have documents relative to this request.

2. All Rules, Regulations, Manuals, policies and procedures related to appeals and protests, including but not limited to "GHURA's Appeals and Process Procedure," including any amendments ("Appeals and Process Procedure") referenced in GHURA's 2024 Low Income Housing Tax Credit Qualified Allocation Plan.

GHURA'S RESPONSE- Please see the attachement entitled PROCEDURE TO APPEAL TO THE BOARD OF COMMISSIONERS.

3. All documents and communciations relating to the adoption, approval, and promulgation of the **QAP Rules and Regulations**, including but not limited to notices, agendas, meeting minutes, resolutions, and board packets.

GHURA'S RESPONSE- GHURA does not have documents relative to this request.

4. All documents and communciations relating to the adoption, approval, and promulgation of the **Appeals and Process Procedures**, including but not limited to notices, agendas, meeting minutes, resolutions, and board packets.



GHURA'S RESPONSE- GHURA does not have documents relative to this request.

5. All documents and communications related to GHURA's compliance with the Rule-Making Procedures under the Administrative Adjudication Law (5 GCAA §§ 9300 *et seq.*) for the **QAP Rules and Regulations**.

GHURA'S RESPONSE- GHURA does not have documents relative to this request.

6. All documents and communications related to GHURA's compliance with the Rule-Making Procedures under the Administrative Adjudication Law (5 GCAA §§ 9300 *et seq.*) for the **Appeals and Process Procedures**.

GHURA'S RESPONSE- GHURA does not have documents relative to this request.

7. All documents and communications related to the implementation of (or decision not to implement) the Guam Procurement Law and Regulations discussed in Office of Attorney General Legal Memorandum identified as AS 12-0850, dated December 17, 2012, a copy of which is attached as **Exhibit A**.

GHURA'S RESPONSE- GHURA does not have documents relative to this request.

Regards,

Elizabeth F. Napoli, Executive Director

EXHIBIT K



Central Operations
I Mina'trentai Ocho Na Liheslaturan Guåhan

Executive Director
Joann G. Camacho
163 Chalan Santo Papa
Guam Congress Building
Hagatna, Guam 96910

January 17, 2025

Attorney Joyce Tang
Civille & Tang, PLLC
330 Hernan Cortez Avenue
Suite 200
Hagatna, Guam 96910

Subject: Response to January 7, 2025 FOIA Request

Dear Attorney Tang,

After thorough research of our records, there are no documents to your request. Should you have any questions, please contact our office at 671-472-3499.

Sincerely,

Joann G. Camacho
Executive Director



EXHIBIT L

CIVILLE & TANG, PLLC

www.civilletang.com

Sender's Direct E-Mail:
jtang@civilletang.com

January 7, 2025

VIA E-MAIL

executivedirector@guamlegislature.org

Ms. Joann G. Camacho
Executive Director
38th Guam Legislature
Guam Congress Building
163 Chalan Santo Papa
Hagatna, Guam 96910

Re: Sunshine Act Request Regarding Guam Housing Urban Renewal

Dear Executive Director Camacho:

I am requesting the following documents on behalf of my client, Core Tech Development, Inc., pursuant to the Sunshine Reform Act of 1999 set forth in 5 G.C.A. §10101 *et seq.*:

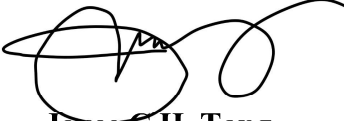
1. All rules and regulations promulgated relating to or affecting Guam Housing & Urban Renewal Authority (“GHURA Rules and Regulations”).
2. All reports, [list] regarding the attached “Procedure for Appeal to the Commissioners” (“Procedure for Appeal”) marked as Exhibit A.
3. All documents and communications relating to the adoption, approval, including but not limited to notices, agendas, committee reports, minutes, and resolutions. Regarding the promulgation of the Procedure for Appeal and any other GHURA Rules and Regulations.
4. All documents and communications related to GHURA’s compliance with the Rule-Making Procedures under the Administrative Adjudication Law (5 GCA §§ 9300 *et seq.*) for GHURA Rules and Regulations.

Please indicate in your response if you do not have any documents responsive to the requests. If you deny any of these requests, please cite each specific exemption justifying the refusal to release the information.

Ms. Joann G. Camacho
Executive Director
38th Guam Legislature
January 7, 2025
Page 2

We look forward to your prompt and expeditious response. Thank you.

Sincerely,



Joyce C.H. Tang

EXHIBIT M

From: [Joyce C.H. Tang](#)
To: "Elizabeth Napoli"; "Eliseo M. Florig, Jr."
Subject: FW: GHURA's Response January 7, 2025 and Appeal/Protest filed on January 6, 2025
Date: Tuesday, January 28, 2025 12:10:26 PM
Attachments: [image001.png](#)
[1.23.2025 E. Napoli - GHURA PROTEST APPEAL.pdf](#)

SECOND REQUEST

Dear Ms. Napoli,

I am following up on my letter dated January 23, 2025 to you, wherein I asked you to confirm which rules and regulations GHURA is following with respect to its denial of the Summer Vista DE II and Summer Vista DE III LIHTC Appeal/Protest.

Thank you.

Joyce

Joyce C.H. Tang
Civille & Tang, PLLC

From: Joyce C.H. Tang <jtang@civilletang.com>
Sent: Thursday, January 23, 2025 4:59 PM
To: 'Audrey Aguon' <aaaguon@ghura.org>; 'Elizabeth Napoli' <efnapoli@ghura.org>; 'Eliseo M. Florig, Jr.' <emflorig@ghura.org>
Subject: RE: GHURA's Response January 7, 2025 and Appeal/Protest filed on January 6, 2025

Dear Ms. Napoli,

Please find attached a letter regarding GHURA's denial of Summer Vista II and III's appeal.

Regards,

Joyce Tang

Joyce C.H. Tang
Civille & Tang, PLLC

From: Audrey Aguon <aaaguon@ghura.org>
Sent: Thursday, January 23, 2025 3:08 PM
To: jtang@civilletang.com

Subject: GHURA's Response January 7, 2025 and Appeal/Protest filed on January 6, 2025

Hafa adai, Ms. Tang-

Per the Freedom of Information Act /Sunshine Reform Act of 1999 regarding the LIHTC Program and other matters request received by GHURA on January 7, 2025, please see the attachments above.

Per the Appeal/Protest filed with GHURA on January 6, 2025 for the LIHTC Award to Flores Rosa Gardens L.L.C. and Ranking of Rosewood Park L.L.C., please also see the attachment.

Should you have any questions, please contact our office at (671) 475-1378. Thank you and have a safe week.

Respectfully,



Audrey Aguon

Special Assistant

(671) 475-1378

Guam Housing & Urban Renewal Authority

117 Bien Venida Avenue, Sinajana, GU 96910

EXHIBIT N

CIVILLE & TANG, PLLC

www.civilletang.com

Sender's Direct E-Mail:
jtang@civilletang.com

February 3, 2025

BY HAND DELIVERY AND ELECTRONIC MAIL

johninguam@gmail.com

Mr. John Rivera
Chairman
Board of Commissioners
GUAM HOUSING AND URBAN RENEWAL AUTHORITY
117 Bien Venida Avenue
Sinajana, Guam 96910

efnapoli@ghura.org

Ms. Elizabeth F. Napoli
Executive Director
GUAM HOUSING AND URBAN RENEWAL AUTHORITY
117 Bien Venida Avenue
Sinajana, Guam 96910

RE: NOTICE OF APPEAL/PROTEST OF GHURA'S APPEAL PROCESS RELATING TO THE 2024 LIHTC QAP

Dear Mr. Rivera and Ms. Napoli:

Summer Vista II DE, LLC ("Summer Vista II") and Summer Vista III, DE, LLC ("Summer Vista III") hereby give notice that it protests the appeal process pursuant to the 2024 LIHTC QAP ("Protest 2"). Summer Vista II and Summer Vista III are collectively referred to as "Summer Vista". This protest asserts new and independent bases for challenging GHURA's assertion that the GHURA Appeal Rules and Procedure apply to this LIHTC procurement. See **Exhibit 1** (Procedure for Appeal to the Board of Commissioners). This protest/appeal is wholly separate from Summer Vista's original appeal/protest dated January 6, 2025 ("Protest #1").

This protest is in complete reservation of Summer Vista's rights with respect to Protest #1 and does not constitute a waiver or withdrawal of any part of Protest #1. As such, this new protest triggers separate obligations upon GHURA.

Mr. John Rivera
GHURA Board of Commissioners
Ms. Elizabeth F. Napoli
February 3, 2025
Page 2

On January 23, 2025, GHURA issued a letter denying Protest #1. See **Exhibit 2** (1/23/25 Decision). GHURA's denial of Protest #1 was two-fold.

First, GHURA denied the Protest #1 on timeliness ground based on the 2024 LIHTC QAP, stating that, "[a]ll appeals shall be resolved in accordance with GHURA's Appeals Process [and] Procedure [*sic*]..." *Id.* And, "[t]he Procedure for Appeal to the Board of Commissioners maintained at GHURA's office provides in Section I, Right to Appeal, Paragraph 3, Time Limit for Filing Appeal, [that] '[a]n appeal shall be submitted within ten (10) calendar days after the Executive Director's award for the successful applicant/applicants.'" *Id.*

Critically, the document relied upon by GHURA entitled "*Procedure for Appeal to the Board of Commissioners*" is not the same document referenced at page 31 of the LIHTC QAP or the 1/23/25 Decision -- "*GHURA's Appeals and Process Procedure*." GHURA has no record of any set of rules and regulations titled "GHURA's Appeals and Process Procedure". See **Exhibit 3** (1/23/2025 GHURA Response to Sunshine Act Request). And, it is undisputed that the document titled "Procedure for Appeal to the Board of Commissioners" was not approved by the GHURA Board and was not promulgated in accordance with the Administrative Adjudication Law ("AAL") at 5 GCA §9100 *et seq.* See *id.* Therefore, these rules have no legal effect and cannot form the basis for denying Protest #1. See 5 GCA 9303 (captioned "Adoption, Repeal, Recission, or Amendment of Rules and Regulations").

Thus, it is Summer Vista's position that the purported GHURA Appeals Process and Procedure has no legal effect because they do not exist. Furthermore, to the extent GHURA is relying on the Procedure for Appeal to the Board of Commissioner, Summer Vista asserts that these rules have no legal effect (they were not approved by the Board and were not promulgated in accordance with the AAL), because GHURA still failed to comply with the requirement under this set of rules that decisions regarding any appeal be decided by the Board of Commissioners ("Board"). Since the December 10, 2024 Board Meeting when the Board voted to award the 2024 LIHTC to Flores Rosa, there has been no other Board meetings; thus, the Board could not have met to review, discuss and vote on the disposition of Protest #1. Ms. Napoli signed the 1/23/25 Decision denying Protest #1 as the executive director, without Board review and approval. Nowhere in the purported Procedure for Appeal to the Board of Commissioners does it authorize GHURA's Executive Director or any other person to subsume the Board's role in reviewing and dividing appeals.

Based on the foregoing, Summer Vista disputes the purported GHURA Appeals Process and Procedure and the Procedure for Appeal to Board of Commissioners apply to any LIHTC appeal/protest.

Mr. John Rivera
GHURA Board of Commissioners
Ms. Elizabeth F. Napoli
February 3, 2025
Page 3

Second, GHURA also denied Protest #1 on timeliness grounds pursuant to the Guam Procurement Law:

Assuming, *arguendo*, that the Guam Procurement Law does govern the LIHTC program, Summer Vista II and Summer Vista III still missed the deadline to submit their procurement protest. The Guam Procurement Law in 5 GCA § 5425(a), Right to Protest, states, "Any actual or prospective bidder, offeror, Of. contractor who may be aggrieved in connection with the method of source, selection, solicitation or award of a contract, may protest to ... the head of a purchasing agency. The protest shall be submitted in writing within fourteen (14) days after such aggrieved person knows or should know of the facts giving rise thereto." As such, Summer Vista II and Summer Vista III missed the protest filing deadline in writing of on or before January 1, 2025 even if the Guam Procurement Law governed the LIHTC program.

Id.

Immediately after receiving the 1/23/25 Decision, on January 23, 2025 Summer Vista wrote to GHURA seeking confirmation which appeal rules GHURA is following for Protest #1:

The law requires that GHURA follows appeal rules that are properly promulgated. The failure to do so is the denial of due process. Please identify by close of business, Friday, January 24, 2025, which rules and regulations GHURA is following with respect to this LIHTC Appeal/Protest.

Exhibit 4 (1/23/25 Ltr. to GHURA). GHURA disregarded this request and did not respond. On January 28, 2025, Summer Vista wrote to GHURA following up on the January 23, 2025 letter requesting GHURA identify the appeal rules and regulations GHURA is following for Protest #1. See **Exhibit 5** (1/28/25 E-mail to GHURA). It has been ten (10) days since the letter was sent to GHURA and GHURA has and continues to ignore this request.

Summer Vista agrees with GHURA that the Guam Procurement Laws apply to Protest #1 and this protest.

* * * *

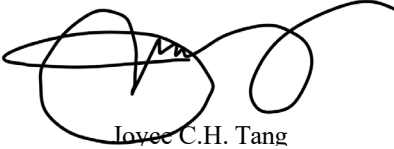
GHURA's use of the purported GHURA appeal rules and procedure are unlawful and the denial of Protest #1 on this basis is improper. It is unlawful for a GHURA or any government agency to assert rules that have never been promulgated, that are not published and not readily available to the public, and to delay response to Sunshine Act requests for information in an effort to cut off a parties' appeal rights. Guam's public policy with respect to procurement is clear. Guam's procurement laws serve "to ensure the fair and equitable treatment of all persons

Mr. John Rivera
GHURA Board of Commissioners
Ms. Elizabeth F. Napoli
February 3, 2025
Page 4

who deal with the procurement system in this Territory.” 5 GCA §5001(b)(1). The foregoing facts establish that GHURA has not been transparent and has acted in bad faith in its dealings with Summer Vista.

Summer Vista expressly reserves the right to supplement this protest as additional facts are discovered.

Sincerely,

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right. The signature is positioned above the printed name "Joyce C.H. Tang".

Joyce C.H. Tang

Enclosures: Exhibits 1 - 5