clerks@guamlegislature.org

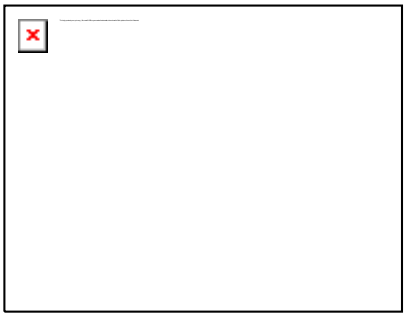
From: Speaker's Office <speaker@guamlegislature.org>
Sent: Tuesday, June 2, 2020 12:57 PM
To: Clerks Office
Cc: Rennae Meno
Subject: M&C Fwd: GFA Dededo/Agat Lease Extensions
Attachments: License Agreement (MOU) re Harmon Property.pdf; Lot 10142 NEW-R1 (NEW-4 GFA)P.2.pdf; Lot 10142 NEW-R1 (NEW-4 GFA)P.1.pdf; Bill Bordallo,MOA (WITH MAP) SOUTHERN SPORTS COMPLEX - SIGNED 3-10-14,MOA and Map of Agat Property.pdf; Bill Bordallo,New Survey Map Formerly Lot 477-R1 (L477-R2 GFA L477-R2 Southern Sports Complex),MOA and Map of Agat Property.pdf; 05-29-20 Ltr to Speaker T.M Barnes re Dededo-Agat MOUs ver.2 (2).pdf

06-01-20	5:20 PM	05-29-20	Letter from the Guam Football Association re: Extension of Leases.*	Guam Football Association	35GL-20-1847

Håfa Adai,

Please rescind prior email sent on 6/2/20 at 11:53 a.m. and replace with this email and attachments.

Si Yu'os Ma'åse!



Sinseru yan Minagåhet,

Office of the Speaker • Tina Rose Muña Barnes
Committee on Public Accountability, Human Resources & the Guam Buildup

35th Guam Legislature
I Mina'trentai Singko na Liheslaturan Guåhan

Guam Congress Building | 163 Chalan Santo Papa | Hagatna, GU 96910
T: (671) 477-2520/1
speaker@guamlegislature.org

This e-mail message is intended only for the use of the individual or entity named above and may contain confidential and privileged information. If you are not the intended recipient, any disclosure, copying, distribution or use of the information contained in this transmission is strictly PROHIBITED. If you have received this transmission in error, please immediately notify us by replying to speaker@guamlegislature.org and delete the message immediately. Thank you very much.

Gumai pribilehu yan konfedensia este siha na mensåhi. Solo espesiåtmente para hågu ma entensioña pat ma aturisa para unrisibi. Sen prubidu kumu ti un ma aturisa para manribisa, na'setbe, pat mandespåtcha. Yanggen lachi rinisibu-mu nu este na mensåhi , put fabot ago' guatu gi I numa'huyong gi as speaker@guamlegislature.org yan despues destrosa todu siha I kopian mensåhi. Si Yu'os ma'åse'.

---------- Forwarded message ---------
From: **Bill Bordallo** <bill@theguamfa.com>
Date: Tue, Jun 2, 2020 at 10:56 AM
Subject: Re: GFA Dededo/Agat Lease Extensions
To: Chirag Bhojwani <chirag.speakertmb@gmail.com>
Cc: Speaker's Office <speaker@guamlegislature.org>, Valentino San Gil <tinosangil@gmail.com>, Marvin Iseke <marvin.iseke@theguamfa.com>, Info1 GFA <info@theguamfa.com>, Eun Jang <eun.jang@theguamfa.com>

Håfa Adai Chirag,

Please see the attached MOUs mentioned in the letter but not attached as stated. My apologies for the oversight.

Kindly inform Bernice the docs have been submitted per her conversation with Eun this morning.

The updated maps have been included for each property and will replace the outdated maps when the new MOUs are submitted per legislative approval.

Thank you for your continued assistance in the matter.

Sinseru yan Magåhet,

Bill

Bill Bordallo
Executive Assistant to the President/General Secretary
FIFA TMS Manager
Live Streaming Director
Special Projects Coordinator
Office: (671) 637-4321 | Direct Line: (671) 989-2972
bill@theguamfa.com

Guam Football Association
P.O. Box 20008 | Barrigada, Guam 96921
guamfa.com | info@theguamfa.com

The information in this e-mail and any attachments are confidential and/or privileged and intended only for use by the intended recipient(s). If you are not the intended recipient of this e-mail and/or any attachments or if you have received this e-mail and/or any attachments by mistake or accidentally, please notify the sender immediately, delete this e-mail and any attachments from your system, and do not disclose, or make copies of, such information. Any unauthorized use, copying, dissemination, distribution or disclosure of the information in this e-mail and any attachments is strictly forbidden.

On Mon, 1 Jun 2020 at 17:19, Bill Bordallo <bill@theguamfa.com> wrote:

Håfa Adai Chirag,

We hope this email finds you and the Honorable Speaker well.

Please forward the attached letter to the Honorable Speaker.

Kindly confirm receipt of this email and attachment.

Sinseru yan Magåhet,
Bill

29 May 2020

Honorable Tina Muña Barnes
Speaker
35th Guam Legislature
Guam Congress Building
163 Chalan Santo Papa Hagatna, Guam 96910
E-mail: speaker@guamlegislature.org

RE Guam Football Association Extension of Leases:
MOU Dededo L10412 NEW-4 Formerly L10412 NEW
MOU L477-2 Agat, Formerly L477-R1

Håfa Adai Honorable Speaker Barnes,

The Guam Football Association would like to request your assistance with the Memorandum of Understandings (leases) for the above properties.

FIFA is requiring Member Associations (GFA) to have a minimum of twenty (20) years remaining on its leases in order to utilize FIFA funding for the development of the same properties.

The Dededo MOU, attached for your reference, is eleven (11) years short or has nine (9) years remaining of the original thirty (30) year lease.

The Agat MOU, attached for your reference, is one (1) year short or has nineteen (19) years remaining of the original twenty-five (25) year lease.

We would like to discuss options you believe are available and best to gain the approval of the Guam Legislature and execution by the required signatories as seen in the current MOUs.

The FIFA funding has been identified and is available once we meet the lease requirement as stated above. We hope with this in mind we can meet as urgently as possible as your schedule will permit.

Thank you for your valuable time and attention and we look forward to your reply.

Sinseru yan Magåhet,

Marvin Iseke
General Secretary
Guam Football Association

GUAM FOOTBALL ASSOCIATION

P.O. Box 20008 | Barrigada, GU 96921 | +1 (671) 637 4321 | F +1 (671) 637 4323 | guamfa.com | info@theguamfa.com

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13-1113 [illegible]

SOUTHERN SPORTS COMPLEX

MEMORANDUM OF AGREEMENT

Between the

DEPARTMENT OF PARKS AND RECREATION

And the

GUAM FOOTBALL (SOCCER) ASSOCIATION

THIS MEMORANDUM OF AGREEMENT ("**MOA**") is made and entered into as of this _____ day of January, 2014, by and between the **DEPARTMENT OF PARKS & RECREATION**, Government of Guam (hereinafter referred to as "**DEPARTMENT**"), whose mailing address is 490 Chalan Palasyo, Agana Heights, Guahan 96910 and the **GUAM FOOTBALL (SOCCER) ASSOCIATION** (hereinafter referred to as "**ASSOCIATION**"), whose mailing address is P.O Box 20008, Barrigada, Guam 96921.

WITNESSETH

WHEREAS, pursuant to Public Law 24-33 and Public Law 30-3, the Department of Parks and Recreation and the Guam Football (Soccer) Association are authorized to enter into a Memorandum of Understanding for the development of a soccer stadium and related facilities for a period of twenty-five (25) years; and

WHEREAS, pursuant to Public Law 30-3, the *I Maga'lahi* authorizes a portion of the lot identified as the Southern Sports Complex to be used for the purposes established by this MOA; and

NOW, THEREFORE, in consideration of the rent hereinafter paid and acknowledged and of the covenants herein contained to be observed and performed, DEPARTMENT, and the Government of Guam, does hereby demise and lease unto ASSOCIATION and ASSOCIATION does hereby lease from DEPARTMENT, and the Government of Guam, the real property described in Section 1 below.

SECTION 1. DESCRIPTION OF PROPERTY

A Portion of Lot No. 477, Municipality of Agat, Guam, identified as the "Southern Sports Complex" in the exhibit known as the Government of Guam Reserved Lands List which is annexed to Section 2(b) of Public Law 22-18, a reduced copy of which is attached hereto, marked Exhibit "A", and incorporated herein by this reference.

CFD0314-0912

SECTION 2. TERM OF MOA

To have and to hold the same, together with the improvements thereon and the easements, privileges and appurtenances thereunto belonging or appertaining, collectively herein called "Premises" unto ASSOCIATION for a term of twenty-five (25) years, commencing **February 1, 2014,** and ending **March 1, 2039**, with the option for the parties to renew for an additional twenty-five (25) years.

SECTION 3. RENTAL

ASSOCIATION agrees to pay the annual rental sum of ONE DOLLAR ($1.00) per year to the DEPARTMENT.

SECTION 4. PAYMENT OF RENTALS

The rent shall be paid yearly, in advance, commencing on February 1, 2014, and continuing on the 1st day of each year thereafter for the remainder of this MOA.

SECTION 5. QUIET ENJOYMENT OF THE DEMISED PREMISES

DEPARTMENT, and the Government of Guam, hereby Covenants with ASSOCIATION that upon payments by ASSOCIATION of the rent as aforesaid and upon observance and performance of the covenants and conditions by ASSOCIATION hereinafter contained, ASSOCIATION shall peaceably hold and enjoy the Premises for the term hereby demised without hindrance or interruption by DEPARTMENT or any other person lawfully or equitably claiming by, through or under DEPARTMENT.

DEPARTMENT AND ASSOCIATION hereby covenant with each other as follows:

SECTION 6. DELIVERY OF RENT AND NOTICES-METHOD AND TIME

a) All rents or others sums, notices, demands, or requests from one party to another may be personally delivered or sent by email, certified or registered, postage prepaid, to the addresses stated in this paragraph, and shall be deemed to have been given at the time of personal delivery or at the time of mailing.

b) All rents and other sums payable by ASSOCIATION to DEPARTMENT shall be by check payable to DEPARTMENT, delivered in person or mailed to DEPARTMENT at 490 Chalan Palasyo, Agana Heights, Guahan 96910, or such other address as DEPARTMENT may designate in writing.

c) All notices, demands or requests from ASSOCIATION to DEPARTMENT shall be given to DEPARTMENT at 490 Chalan Palayso, Agana Heights, Guahan 96910.

d) All notices, demands or requests from DEPARTMENT to ASSOCIATION shall be given to ASSOCIATION at P.O. Box 20008, Barrigada, Guam 96921.

e) Each party shall have the right, from time to time, to designate a different address by notice given in conformity with this section.

SECTION 7. UTILITIES AND CHANGES

ASSOCIATION will pay all charges for power, water, telephone and other utilities used upon the Premises during the term of this MOA.

SECTION 8. OBSERVANCE OF LAWS AND INDEMNIFICATION OF DEPARTMENT

ASSOCIATION will observe all laws and ordinances imposed by governmental authority and will indemnify DEPARTMENT and the Government of Guam against all actions, lawsuits, damages and claims by whomsoever brought or made by reason of the nonobservance or nonperformance of this covenant or by reason of any accident upon the Premises.

SECTION 9. USE OF PREMISES

a) ASSOCIATION may use, improve or develop the Premises or any part therefore for the construction and maintenance of two (2) soccer fields and any accompanying stadium, bleachers and necessary structures for the use of this Premises for soccer.

b) ASSOCIATION shall manage, maintain and operate the facilities as well as schedule all events to be conducted within the facilities.

C) Except for events as described in Section 6 of P.L. 30-3, ASSOCIATION shall grant access to the general public at no cost, on a scheduled developed by the Association and Mayor(s). The Mayor(s) agrees to abide by the association rules, including fee schedule for events.

SECTION 9.1 ASSOCIATION FURTHER AGREES AS FOLLOWS:

a) **TO,** develop, improve and beautify and upkeep said premises as two (2) soccer fields;

b) **TO,** design the facilities to be constructed and prepare plans and specification for the development of said soccer fields within six (6) months from the execution of this MOA which shall be paid for by the ASSOCIATION;

c) **TO,** in conjunction with the Department of Public Works, obtain all necessary approvals and permits for the construction of soccer fields, bleachers, stadium, and whatever facilities are to be constricted on the premises for the use as a soccer field;

d) **TO,** construct the facilities within two (2) years of submission of the final design;

e) **TO,** pay all applicable permit fees and coordinate with all governmental agencies affected by the project, as required;

f) **TO,** landscape the fields as necessary to meet international standards for the sport of soccer;

g) **TO,** regularly remove and dispose of all trash and debris;

h) **TO,** regularly maintain the grounds, including mowing the grass, cutting and trimming and /or pruning any shrubbery as necessary to ensure an attractive surrounding;

i) **TO,** pay the Government of Guam a fee assessment a sum of TWO DOLLARS ($2.00) per paid admission or TEN PERCENT (10%) of the admissions charged, whichever is less. (See P.L. 30-3(6));

j) **TO,** allow access by the general public to the Premises as required by P.L. 30-3;

k) **TO,** if applicable, repair, paint and maintain all improvements in an attractive and functional condition; and

l) This MOA shall be the operation agreement as required by Public Law 24-33 and Public Law 30-3.

SECTION 10. All work done by ASSOCIATION shall be pleasing, attractive and safe to all persons using and patronizing the field and facilities.

SECTION 11. ASSOCIATION

ASSOCIATION shall indemnify and hold DEPARTMENT and the Government of Guam harmless from any and all claims, lawsuits, damages, injuries and/or liabilities arising from any negligence on the part of ASSOCIATION, its agents, or employees in the performance of developing and/or maintaining the premises.

SECTION 12. CONSTRUCTION

The construction costs of the facilities shall be paid for by ASSOCIATION. The Government of Guam may pay for a portion of the facility, subject to the availability of funds or a new appropriation specifically addressing this facility.

SECTION 13. ASSOCIATION NOT TO COMMIT WASTE

ASSOCIATION covenants not to commit waste upon the Premises and upon the expiration of the term of this MOA, or any renewal thereof, to deliver peaceable possession of the Premises to DEPARTMENT.

SECTION 14. ASSOCIATION TO HOLD DEPARTMENT HARMLESS OF LIENS AND ENCUMBRANCES

ASSOCIATION shall indemnify and hold DEPARTMENT and the Government of Guam harmless against all liens and encumbrances against the DEPARTMENT's interest in the Premises.

SECTION 15. WARRANTY

DEPARTMENT warrants that the Premises are free and clear of all encumbrances and that it has good right to lease the same.

SECTION 16. ASSOCIATION'S RIGHT TO BUILD AND OWNERSHIP OF IMPROVEMENTS AND FIXTURES

a) ASSOCIATION shall have the right but not the obligation at any time and from time to time during the term o this MOA, to erect, maintain, alter, remodel, reconstruct, rebuild and replace buildings and other improvements on the Premises, and correct and change the contour of the Premises, subject to the conditions that the cost of any such construction, reconstruction, or of any change, alteration, or improvements, shall be borne and paid for by ASSOCIATION. In the event said improvements or any part thereof shall be destroyed by fire or any other casualty, then and as often as the same shall happen all insurance proceeds, if any, on the Premises shall be available for and be used by ASSOCIATION to repair or replace the damage or destroyed improvements. (Premises is defined by the Exhibit A)

b) It is expressly understood and agreed that any and all buildings and improvements of whatsoever nature at any time construed, placed, or maintained upon any part of the Premises shall ensure to DEPARTMENT upon the termination of said MOA and any extensions thereof.

SECTION 17. ASSIGNABILITY AND SUBLEASING

ASSOCIATION, with the consent of the Guam Legislature, may transfer this MOA.

SECTION 18. CONSENT AND APPROVAL

Whenever DEPARTMENT's consent or approval is required under the terms of or in connection with this MOA such consent or approval shall not be arbitrarily or unreasonably withheld and no money shall be charged therefore other than for a reasonable fee for processing the same.

SECTION 19. UNAVOIDABLE DELAY – FORCE MAJEURE

If either party shall be delayed or prevented from the performance of any act required by this MOA by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, or other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted) performance of such act shall be excused for the period of the delay, and the period equivalent to the prompt payment of any rental or other charge required of ASSOCIATION except as may be expressly provided elsewhere in this MOA.

SECTION 20. DEFAULT

a) ASSOCIATION shall fail to pay any installment of rent hereby reserved or other charges required to be paid by ASSOCIATION under the terms of this MOA and such failure shall continue for a period of thirty (30) days from and after the date written notice specifying such failure is delivered to ASSOCIATION; or

b) ASSOCIATION shall fail to comply with any term, provisions or covenants of this MOA, other than the payment of rent or other charges, and shall not commence to remove or to cure such failure within sixty (60) days from and after the date written notice specifying such failure is delivered to ASSOCIATION or, having commenced to remove or to cure such failure within said sixty (60) day period. ASSOCIATION thereafter fails to proceed with reasonable diligence to completely remove or cure such failure.

SECTION 21. GENDER

The use of any gender shall include any and all genders and the use of any number shall be construed as singular or plural, as the case may be. The headings or paragraphs herein are inserted only for convenience and reference and shall in no way define or limit the scope or intent of any provision of this MOA. This MOA shall insure to the benefit of and be binding upon all of the parties hereto and their successors, successors in trust and assigns.

SECTION 22. COUNTERPARTS

This MOA may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement, which shall be binding upon all parties hereto notwithstanding that all of the parties are not signatories to the same counterpart.

SECTION 23. COMPUTATION OF TIME

The time in which any act provided by this MOA is to be done is computed by excluding the first day and including the last, unless the last day is Saturday, Sunday or Holiday, and then it is also excluded. The term "holiday" shall mean all holidays specified in Sections 200 and 201 of the GCA Government Code Annotated of Guam.

SECTION 24. GENERAL PROVISIONS

a) Conditions and Covenants: All the provisions of this MOA shall be deemed as running with the land, and construed to be "conditions" as well as "covenants" as though the word specifically expressing or imparting covenants and conditions were used in separate provisions.

b) Entire Agreement: This MOA contains the entire agreement of the parties with respect to the matters covered by this MOA, and no other agreement, statement or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this MOA or executed pursuant hereto shall be binding or valid.

SECTION 25. TIME OF ESSENCE

Time is of the essence of this MOA, and of each provision.

SECTION 26. GOVERING LAW

The law of Guam shall govern the validity, construction and effect of this MOA. Whenever in this MOA any words of obligation or duty are used in connection with either party, such words shall have the same force and effect as though framed in the form of express covenants on the part of the party obligated.

SECTION 27. REMEDIES CUMULATIVE

The various rights, options elections or remedies of DEPARTMENT and ASSOCIATION, respectively, contained in this MOA shall be cumulative and no one of them shall be construed as exclusive of any other, or of any other right, priority or remedy allowed to provided for by law and not expressly waived on this MOA.

SECTION 28. COVENANT TO EXECUTE ADDITIONAL INSTRUMENTS

The parties agree to execute and deliver any instruments in writing necessary to carry out the agreement, term, condition, or assurance in this MOA whenever occasion shall arise and request for such instruments shall be made.

SECTION 29. MOA TERMS SEVERABLE

If any terms, provisions, covenant or condition of this MOA should be held by a court of competent and final jurisdiction to be invalid, void, or unenforceable, the remainder of this MOA shall continue in full force and effect and shall in no way be affected, impaired, or invalidated thereby in all other respects, said MOA shall continue in full force and effect.

/ / / / /

/ / / / /

/ / / / /

IN WITNESS WHEREOF, the undersigned have executed this MOA on the date first written above.

DEPARTMENT OF PARKS AND RECREATION
Government of Guam

RAYMOND F. Y. BLAS, Director

Date: 1/24/14

GUAM FOOTBALL (SOCCER) ASSOCIATION

RICHARD K. LAI, President

Date: 1/24/14

OFFICE OF THE MAYOR
MUNICIPALITY OF AGAT

CAROL S. TAYAMA, Mayor

Date: 1/27/14

OFFICE OF THE MAYOR
MUNICIPALITY OF SANTA RITA

DALE E. ALVAREZ, Mayor

Date: 1/27/14

APPROVED AS TO LEGALITY & FORM

LEONARDO M. RAPADAS
Attorney General
Date: 2/14/14
13-1113

ATTORNEY GENERAL'S OFFICE
JAN 29 2014
4:19 PM

APPROVED:

EDDIE BAZA CALVO
Governor of Guam

Date: MAR 10 2014

STATEMENT

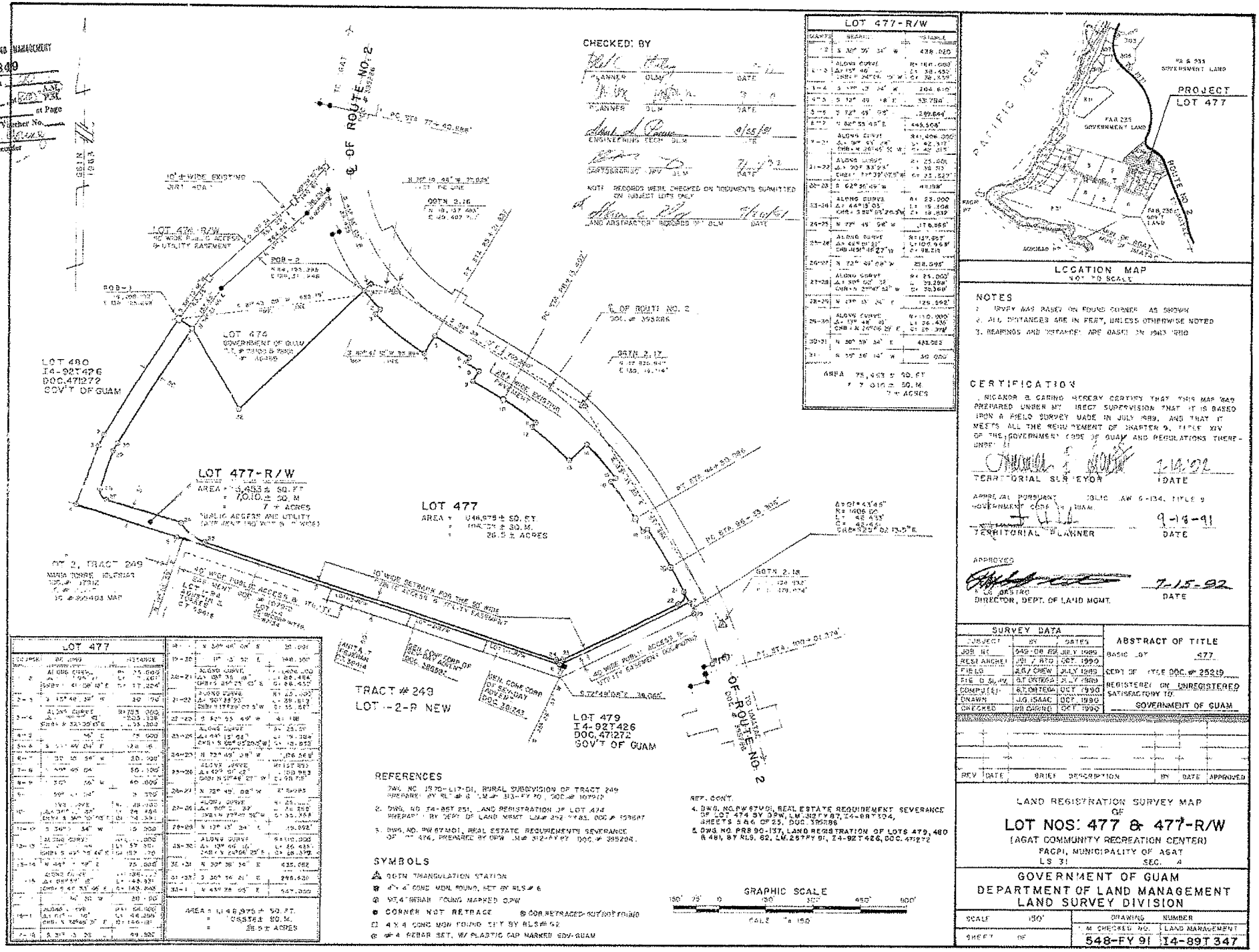
RE: AVAILABILITY OF WATER AND POWER

The Guam Football (Soccer) Association, ASSOCIATION to the MOA to which this Statement is attached, hereby acknowledges that:

WATER AND POWER ARE IMMEDIATELY AVAILABLE ON THE PROPERTY OR WITHIN ONE HUNDRER FEET (100 FEET) OF THE PROPERTY.

ASSOCIATION:
GUAM FOOTBALL (SOCCER) ASSOCIATION

RICHARD K. LAI, President
Date: 1/24/14



CHECKED BY

PLANNER — DATE

PLANNER — DATE

ENGINEERING BR. — DATE

SURVEYOR — DATE

NOTE: RECORDS WERE CHECKED ON DOCUMENTS SUBMITTED ON SUBJECT LOTS ONLY

LAND ABSTRACTOR — DATE

LOCATION MAP
NOT TO SCALE

NOTES

1. SURVEY WAS BASED ON FOUND CORNER AS SHOWN
2. ALL DISTANCES ARE IN FEET, UNLESS OTHERWISE NOTED
3. BEARINGS AND DISTANCES ARE BASED ON 1963 NAD

CERTIFICATION

I, RICARDO B. CARING HEREBY CERTIFY THAT THIS MAP WAS PREPARED UNDER MY DIRECT SUPERVISION THAT IT IS BASED UPON A FIELD SURVEY MADE IN JULY 1989, AND THAT IT MEETS ALL THE REQUIREMENT OF CHAPTER 9, TITLE XIV OF THE GOVERNMENT CODE OF GUAM AND REGULATIONS THEREUNDER.

TERRITORIAL SURVEYOR — 1-14-92 DATE

APPROVAL PURSUANT TO PUBLIC LAW 6-134, TITLE 9 GOVERNMENT CODE OF GUAM.

TERRITORIAL PLANNER — 9-16-91 DATE

APPROVED

DIRECTOR, DEPT. OF LAND MGMT. — 7-15-92 DATE

SURVEY DATA

SUBJECT	BY	DATES
JOB NO.	548-GR 89	JULY 1989
RECT ANGLE	JM Z ATD	OCT. 1990
FIELD	A.R./ DREW	JULY 1989
FIELD BOOK	G.T. CRUZ	JULY 1989
COMPUTED	R.T. ORTEGA	OCT. 1990
DRAWN	J.G. ISAAC	OCT. 1990
CHECKED	RB CARING	OCT. 1990

ABSTRACT OF TITLE

BASIC LOT 477

CERT. OF TITLE DOC. # 25219

REGISTERED OR UNREGISTERED

SATISFACTORY TO GOVERNMENT OF GUAM

REV	DATE	BRIEF DESCRIPTION	BY	DATE	APPROVED

REFERENCES

1. DWG. NO. IS 70-L17-01, RURAL SUBDIVISION OF TRACT 249 PREPARED BY RLS # 6 LM # 313-FY 70, DOC # 107921
2. DWG. NO. I4-92T 251, LAND REGISTRATION OF LOT 474 PREPARED BY DEPT OF LAND MGMT. LM # 252 FY 85, DOC # 109887
3. DWG. NO. PW 87M01, REAL ESTATE REQUIREMENTS SEVERANCE OF LOT 474, PREPARED BY DPW LM # 312-FY 87 DOC # 395284.
4. DWG. NO. PW 87M01, REAL ESTATE REQUIREMENT SEVERANCE OF LOT 474 BY DPW, LM #427 FY 87, I4-88T 104, SHEETS 5 & 6 OF 25, DOC. 395886
5. DWG. NO. PRS 90-137, LAND REGISTRATION OF LOTS 479, 480 & 481, BY RLS. 62, LM. 257 FY 91, I4-92T 426, DOC. 471272

SYMBOLS

- ⚠ GGTN TRIANGULATION STATION
- ⊕ #5 x 4' CONC. MON. FOUND, SET BY RLS # 6
- ⊙ 1/2" REBAR FOUND MARKED DPW
- ● CORNER NOT RETRACE ⊕ COR. RETRACED BUT NOT FOUND
- ⊡ 4" X 4" CONC. MON. FOUND SET BY RLS # 62
- ◎ #4 REBAR SET, W/ PLASTIC CAP MARKED GOV-GUAM

GRAPHIC SCALE

150' 75' 0 150' 300' 450' 600'

SCALE 1" = 150'

REF. CONT.

LAND REGISTRATION SURVEY MAP OF

LOT NOS. 477 & 477-R/W

(AGAT COMMUNITY RECREATION CENTER)

FACPI, MUNICIPALITY OF AGAT

LS 31 SEC. 4

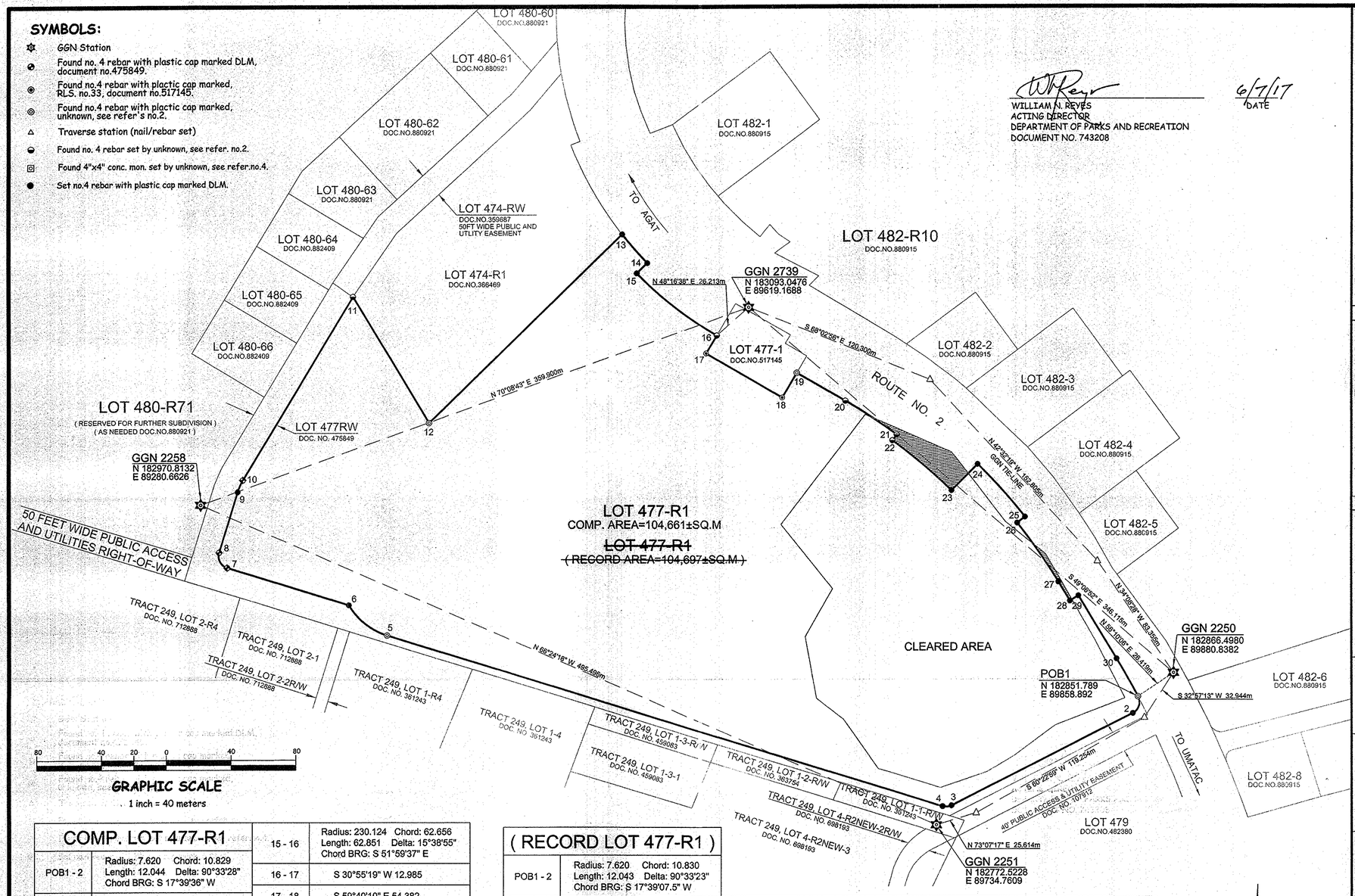
GOVERNMENT OF GUAM
DEPARTMENT OF LAND MANAGEMENT
LAND SURVEY DIVISION

SCALE	150'	DRAWING NUMBER
SHEET	OF	M CHECKED NO. 548-FY 91 / LAND MANAGEMENT I4-89T 347

EX. "A"

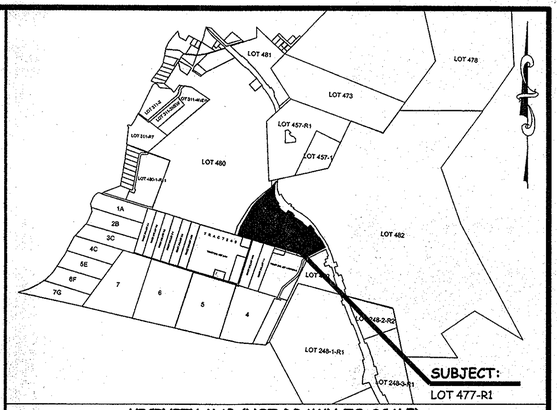
SYMBOLS:

- GGN Station
- Found no. 4 rebar with plastic cap marked DLM, document no.475849.
- Found no.4 rebar with plactic cap marked, RLS. no.33, document no.517145.
- Found no.4 rebar with plactic cap marked, unknown, see refer's no.2.
- Traverse station (nail/rebar set)
- Found no. 4 rebar set by unknown, see refer. no.2.
- Found 4"x4" conc. mon. set by unknown, see refer.no.4.
- Set no.4 rebar with plastic cap marked DLM.



WILLIAM N. REYES
ACTING DIRECTOR
DEPARTMENT OF PARKS AND RECREATION
DOCUMENT NO. 743208

6/7/17
DATE



VICINITY MAP (NOT DRAWN TO SCALE)

NOTES:

1. SURVEY WAS BASED ON FOUND CORNERS AS SHOWN.
2. ALL DISTANCES ARE IN METERS UNLESS OTHERWISE NOTED.
3. BEARINGS AND DISTANCES ARE 1993 GRID VALUES.
4. SUBJECT LOT (S) IS/ARE ZONED "A" AGRICULTURAL AS OF APPROVAL OF THIS MAP.
5. SUBJECT LOTS IS/ARE NOT WITHIN THE GROUND WATER PROTECTION ZONE (GPZ).

REFERENCE:

1. DWG # 4043.2, LM NO. 555 FY 94, RE-SUBDIVISION SURVEY MAP OF LOT 477, PREPARED BY PERRY ASSOCIATES, INC., PLS.NO.33, DOCUMENT NO.517145.
2. DWG # I4-89T347, LM NO. 548 FY 91, LAND REGISTRATION OF LOT 477 & 477-R/W, PREPARED BY DEPARTMENT OF LAND MANAGEMENT, DOCUMENT NO.475849.
3. DWG # 85052, LM NO. 258 FY 85, AGRICULTURAL RESUBDIVISION LOT 4, TRACT 249, AND LOT 1-1, TRACT 249, PREPARED BY EFREN B. SANTOS, RLS.NO.60, DOC.NO.361243
4. DWG # VPO-2004-68, LM NO. 212 FY 2004, RE-SUBDIVISION LOT 2-R1, TRACT 249, PREPARED BY VIRGILIO P. OLIVARES, PLS.NO.77, DOC.NO.712838.

CERTIFICATIONS AND APPROVALS

CHECKED BY :

FRANK P. TAITANO — 6-1-17 DATE
PLANNER, DLM

PIERCE J. CASTRO — 6-1-17 DATE
ENGINEERING TECHNICIAN, DLM

MELVIN O. JAVIER — 6-1-17 DATE
ENGINEERING TECHNICIAN, DLM

SATISFACTORY TO AND APPROVED BY :

MICHAEL J.B. BORJA — 6/7/17 DATE
DIRECTOR, DEPARTMENT OF LAND MANAGEMENT

CERTIFICATION OF GUAM CHIEF PLANNER

APPROVAL PURSUANT TO TITLE 21, GUAM CODE ANNOTATED, CHAPTER 62, SUBDIVISION LAW.

MARVIN Q. AGUILAR — 6-1-2017 DATE
GUAM CHIEF PLANNER

CERTIFICATION OF GUAM CHIEF SURVEYOR/CHIEF OF CADASTRE

THIS MAP HAS BEEN EXAMINED FOR CONFORMANCE WITH TITLE 21, GUAM CODE ANNOTATED, CHAPTER 60, ARTICLE 5 UNIFORM TRIANGULATION SYSTEM AND REGULATIONS THEREUNDER THIS 8TH DAY OF JUNE, 2017

PAUL L. SANTOS, PLS # 68
GUAM CHIEF SURVEYOR / CHIEF OF CADASTRE

REVISIONS	DESCRIPTION	BY	APPROVED BY	DATE

LOT PARCELLING SURVEY MAP
OF
LOT 477-R1

MUNICIPALITY OF AGAT

LAND SQUARE 31 — SECTION 4

SURVEY DATA			BASIC LOT DATA	
JOB NO. 2280-11-17		DATE	LOT	477
COMPUTED BY	MJ	01/2017	CERTIFICATE OF TITLE NO.	99273
DRAWN BY	MJ	01/2017	REGISTERED ON:	09/01/94
RESEARCHED BY	MJ	01/2017	ESTATE NO.	70023
FIELD BY	LA & CREW	01/2017	IN THE NAME OF :	
CHECKED BY	PLS	01/2017		
SCALE IS IN METRIC SYSTEM AS SHOWN			GOVERNMENT OF GUAM	
SHEET 1 OF 2				
DWG. NO. I4-017T748				
L.M. CHECK NO. 187 FY 2017				

GOVERNMENT OF GUAM
GUBETNAMEN GUÅHAN

DEPARTMENT OF LAND MANAGEMENT
DIPÅTTAMENTON MINANEHAN TÅNO'

LAND SURVEY DIVISION
DIBISION AGRAMENSIAN TÅNO'

COMP. LOT 477-R1

POB1 - 2	Radius: 7.620 Chord: 10.829 Length: 12.044 Delta: 90°33'28" Chord BRG: S 17°39'36" W
2 - 3	S 62°56'17" W 125.330
3 - 4	Radius: 7.620 Chord: 5.512 Length: 5.640 Delta: 42°24'16" Chord BRG: S 84°39'36" W
4 - 5	N 72°48'40" W 358.619
5 - 6	Radius: 41.959 Chord: 30.111 Length: 30.798 Delta: 42°03'19" Chord BRG: N 51°51'03" W
6 - 7	N 72°51'01" W 78.667
7 - 8	Radius: 7.620 Chord: 10.771 Length: 11.962 Delta: 89°56'39" Chord BRG: N 27°50'06" W
8 - 9	N 17°03'50" E 39.299
9 - 10	Radius: 33.528 Chord: 8.038 Length: 8.058 Delta: 13°46'10" Chord BRG: N 23°57'17" E
10 - 11	N 30°56'51" E 132.598
11 - 12	S 30°54'30" E 91.315
12 - 13	N 45°38'05" E 166.946
13 - 14	Radius: 220.980 Chord: 23.548 Length: 23.559 Delta: 6°06'30" Chord BRG: S 41°08'07" E
14 - 15	S 45°48'38" W 9.102
15 - 16	Radius: 230.124 Chord: 62.656 Length: 62.851 Delta: 15°38'55" Chord BRG: S 51°59'37" E
16 - 17	S 30°55'19" W 12.985
17 - 18	S 59°40'10" E 54.382
18 - 19	N 30°27'45" E 17.688
19 - 20	S 59°51'27" E 34.565
20 - 21	Radius: 343.205 Chord: 37.889 Length: 37.908 Delta: 6°19'42" Chord BRG: S 56°28'10" E
21 - 22	S 36°18'10" W 4.469
22 - 23	Radius: 338.633 Chord: 47.793 Length: 47.833 Delta: 8°05'35" Chord BRG: S 49°24'25" E
23 - 24	N 44°39'31" E 22.863
24 - 25	Radius: 361.494 Chord: 43.843 Length: 43.870 Delta: 6°57'12" Chord BRG: S 41°51'53" E
25 - 26	S 51°36'43" W 6.096
26 - 27	Radius: 355.398 Chord: 44.559 Length: 44.588 Delta: 7°11'18" Chord BRG: S 34°47'38" E
27 - 28	S 31°11'59" E 13.692
28 - 29	N 58°48'01" E 6.096
29 - 30	S 31°11'59" E 45.202
30 - POB	Radius: 428.550 Chord: 26.960 Length: 26.963 Delta: 3°36'18" Chord BRG: S 29°23'50" E

(RECORD LOT 477-R1)

POB1 - 2	Radius: 7.620 Chord: 10.830 Length: 12.043 Delta: 90°33'23" Chord BRG: S 17°39'07.5" W
2 - 3	S 62°55'49" W 125.331
3 - 4	Radius: 7.620 Chord: 5.739 Length: 5.886 Delta: 44°15'03" Chord BRG: S 84°03'20.5" W
4 - 5	N 72°49'08" W 358.619
5 - 6	Radius: 41.959 Chord: 30.090 Length: 30.773 Delta: 42°01'22" Chord BRG: N 51°48'27" W
6 - 7	N 72°49'08" W 78.669
7 - 8	Radius: 7.620 Chord: 10.781 Length: 11.976 Delta: 90°02'32" Chord BRG: N 27°47'52" W
8 - 9	N 17°13'24" E 39.499
9 - 10	Radius: 33.528 Chord: 8.038 Length: 8.059 Delta: 13°46'10" Chord BRG: N 24°26'29" E
10 - 11	N 30°56'34" E 132.604
11 - 12	S 30°54'51" E 91.327
12 - 13	N 45°38'05" E 166.726
13 - 14	Radius: 220.980 Chord: 23.537 Length: 23.549 Delta: 06°06'21" Chord BRG: S 41°08'21" E
14 - 15	S 45°48'38" W 9.144
15 - 16	Radius: 230.124 Chord: 62.576 Length: 62.771 Delta: 15°37'42" Chord BRG: S 52°00'13" E
16 - 17	S 30°10'56" W 13.106
17 - 18	S 59°49'04" E 54.303
18 - 19	N 30°10'56" E 17.678
19 - 20	S 59°49'04" E 34.561
20 - 21	Radius: 343.205 Chord: 37.914 Length: 37.926 Delta: 6°19'58" Chord BRG: S 56°39'05" E
21 - 22	S 36°30'54" W 4.572
22 - 23	Radius: 338.633 Chord: 47.945 Length: 47.945 Delta: 8°06'44" Chord BRG: S 49°25'44" E
23 - 24	N 44°37'38" E 22.860
24 - 25	Radius: 361.494 Chord: 43.843 Length: 43.870 Delta: 6°57'12" Chord BRG: S 41°51'53" E
25 - 26	S 51°34'50" W 6.096
26 - 27	Radius: 355.398 Chord: 44.559 Length: 44.589 Delta: 7°11'18" Chord BRG: S 34°49'31" E
27 - 28	S 31°13'52" E 13.692
28 - 29	N 58°46'08" E 6.096
29 - 30	S 31°13'52" E 45.202
30 - POB	Radius: 428.550 Chord: 26.960 Length: 26.963 Delta: 3°36'18" Chord BRG: S 29°25'43" E

CERTIFICATION OF PROFESSIONAL LAND SURVEYOR

I, PAUL L. SANTOS, HEREBY CERTIFY THAT THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, THAT IT IS BASED ON A FIELD SURVEY MADE ON JANUARY. 17, 2017 IN CONFORMANCE WITH ALL APPLICABLE LAWS AND REGULATIONS, AND THAT I AM RESPONSIBLE FOR THE ACCURACY OF ALL DATA AND INFORMATION SHOWN HEREON, I ALSO CERTIFY THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED ON THIS MAP.

PAUL L. SANTOS — 6-7-17 DATE
PROFESSIONAL LAND SURVEYOR NO. 68

PAUL L. SANTOS — REGISTERED No. 68 — 4-30-18 PLS — GUAM LAND SURVEYOR

Doc. No. 35GL-20-1847.*

RECEIVED
APR 13 98
ATTORNEY GENERAL'S OFFICE
4:40 pm

(Space Above Line For Recorder's Use Only)

License Agreement

THIS LICENSE AGREEMENT ("License") is made and entered into as of this 1st day of January, 1999, by and between the **DEPARTMENT OF PARKS & RECREATION**, Government of Guam, whose mailing address is *Post Office Box 2950, Hagatña, Guam, 96932* (hereinafter referred to as "LICENSOR") and the **GUAM FOOTBALL (SOCCER) ASSOCIATION**, a non-profit Association, whose mailing address is *Post Office Box 5093, Hagatña, Guam, 96932* (hereinafter referred to as "LICENSEE").

W I T N E S S E T H:

WHEREAS, pursuant to Public Law 24-33, the Department of Parks and Recreation and the Guam Football (Soccer) Association are authorized to enter into a License Agreement for the development of a soccer stadium and related facilities for a period of thirty (30) years;

NOW, THEREFORE, in consideration of the rent hereinafter paid and acknowledged and of the covenants herein contained to be observed and performed, LICENSOR does hereby demise and lease unto LICENSEE and LICENSEE does hereby lease from LICENSOR, the real property described in Section 1 below:

1. **DESCRIPTION OF PROPERTY:**

A portion of Lot 10142 NEW, portion of Tract 100, Dededo, Guam, bounded on the East and South by the AV Gas Fast System Pipeline, the North by Harmon Loop Road and the West by Baseball and Softball Fields, containing an area of 30,000± square meters as shown on Drawing No. C-1, Sheet 3 of 47, Overall Site Plan for the Guam Sports Complex On-Site Infrastructure, prepared by J.M. Aquino, P.C., a reduced copy of which is attached hereto, marked Exhibit "A", and incorporated herein by this reference.

2. **TERM OF LICENSE:** To have and to hold the same, together with the improvements thereon and the easements, privileges and appurtenances thereunto belonging or appertaining, collectively herein called "Premises" unto LICENSEE for a term of thirty (30) years, commencing *January 1, 1999*, and ending *December 31, 2029*, unless the term shall be sooner terminated as hereinafter provided, or extended by authorization of the Guam Legislature.

3. **RENTAL:** LICENSEE agrees to pay the annual rental sum of One Dollar ($1.00) per year.

4. **PAYMENT OF RENTALS:** The rent shall be paid yearly, in advance, commencing on January 1, 1999, and continuing on the 1st day of each year thereafter for the remainder of this License Agreement.

5. QUIET ENJOYMENT OF THE DEMISED PREMISES: LICENSOR hereby covenants with LICENSEE that upon payment by LICENSEE of the rent as aforesaid and upon observance and performance of the covenants and conditions by LICENSEE hereinafter contained, LICENSEE shall peaceably hold and enjoy the Premises for the term hereby demised without hindrance or interruption by LICENSOR or any other person lawfully or equitably claiming by, through or under LICENSOR.

LICENSOR AND LICENSEE HEREBY COVENANT with each other as follows:

6. DELIVERY OF RENT AND NOTICES–METHOD AND TIME.

(a) All rents or other sums, notices, demands, or requests from one party to another may be personally delivered or sent by mail, certified or registered, postage prepaid, to the addresses stated in this paragraph, and shall be deemed to have been given at the time of personal delivery or at the time of mailing.

(b) All rents and other sums payable by LICENSEE to LICENSOR shall be by check payable to LICENSOR, delivered in person or mailed to LICENSOR at *Post Office box 2950, Hagatña, Guam, 96932*, or such other address as LICENSOR may designate in writing.

(c) All notices, demands or requests from LICENSEE to LICENSOR shall be given to LICENSOR at *Post Office Box 2950, Hagatña, Guam, 96932.*

(d) All notices, demands or requests from LICENSOR to LICENSEE shall be given to LICENSEE at *Post Office Box 5093, Hagatña, Guam, 96932.*

(e) Each party shall have the right, from time to time, to designate a different address by notice given in conformity with this section.

7. UTILITIES AND CHARGES: LICENSEE will pay all charges for water, electricity, telephone and other utilities used upon the Premises during the term of this License.

8. OBSERVANCE OF LAWS AND INDEMNIFICATION OF LICENSOR. LICENSEE will observe all laws and ordinances imposed by governmental authority and will indemnify LICENSOR against all actions, lawsuits, damages and claims by whomsoever brought or made by reason of the nonobservance or nonperformance of this covenant or by reason of any accident upon the Premises.

9. USE OF PREMISES:

(a) LICENSEE may use, improve or develop the Premises or any part thereof for the construction and maintenance of two (2) soccer fields and any accompanying stadium, bleachers and necessary structures for the use of the premises for soccer.

(b) LICENSEE shall manage, maintain and operate the facilities as well as schedule all events to be conducted within the facilities.

9.1 LICENSEE further agrees as follows:

a. TO develop, improve and beautify and upkeep said premises as two (2) soccer fields;

b. TO design the facilities to be constructed and prepare plans and specifications for the development of said soccer fields within six months from the execution of this License which shall be paid for by the Guam Football (Soccer) Association, LICENSEE herein;

c. TO, in conjunction with the Department of Public Works, obtain all necessary approvals and permits for the construction of soccer fields, bleachers, stadium, and whatever facilities are to be constructed on the premises for the use as a soccer field;

d. TO construct the facilities within two (2) years of submission of the final design;

e. TO pay all applicable permit fees and coordinate with all governmental agencies affected by the project, as required;

f. TO landscape the fields as necessary to meet international standards for the sport of soccer;

g. TO regularly remove and dispose of all trash and debris;

h. TO regularly maintain the grounds, including mowing the grass, cutting and trimming and/or pruning any shrubbery as necessary to ensure an attractive surrounding;

i. TO, if applicable, repair, paint and maintain all improvements in an attractive and functional condition;

j. TO name one of the fields to be constructed "*The Robbie Webber Youth Soccer Field*"; and,

k. This License shall be the operating agreement as required by Public Law 24-33.

10. All work done by LICENSEE shall be pleasing, attractive and safe to all persons using and patronizing the field and facilities.

11. LICENSEE shall indemnify and hold LICENSOR harmless from any and all claims, lawsuits, damages, injuries and/or liabilities arising from any negligence on the part of LICENSEE, its agents, or employees in the performance of developing and/or maintaining the premises.

12. **CONSTRUCTION**. The construction costs of the facilities shall be paid for by LICENSEE and the Government of Guam, with the Government of Guam's share to be the amount allocated for the soccer stadium in Public Law 23-100 and any other appropriations provided by the Guam Legislature.

13. **LICENSEE NOT TO COMMIT WASTE**. LICENSEE covenants not to commit waste upon the Premises and upon the expiration of the term of this License, or any renewal thereof, to deliver peaceable possession of the Premises to LICENSOR.

14. LICENSEE TO HOLD LICENSOR HARMLESS OF LIENS AND ENCUMBRANCES. LICENSEE shall indemnify and hold LICENSOR harmless against all liens and encumbrances against the LICENSOR's interest in the Premises.

15. WARRANTY. LICENSOR warrants that the Premises are free and clear of all encumbrances and that it has good right to license the same.

16. LICENSEE'S RIGHT TO BUILD AND OWNERSHIP OF IMPROVEMENTS AND FIXTURES.

(a) LICENSEE shall have the right but not the obligation at any time and from time to time during the term of this License, to erect, maintain, alter, remodel, reconstruct, rebuild and replace buildings and other improvements on the Premises, and correct and change the contour of the Premises, subject to the conditions that the cost of any such construction, reconstruction, or of any change, alteration, or improvements, shall be borne and paid for by LICENSEE. In the event said improvements or any part thereof shall be destroyed or damaged by fire or any other casualty, then and as often as the same shall happen all insurance proceeds, if any, on the Premises shall be available for and be used by LICENSEE to repair or replace the damaged or destroyed improvements.

i. It is expressly understood and agreed that any and all buildings and improvements of whatsoever nature at any time construed, placed, or maintained upon any part of the Premises shall enure to LICENSOR upon the termination of said License and any extensions thereof.

17. ASSIGNABILITY AND SUBLEASING. LICENSEE, with the consent of the Legislature, may transfer this License.

18. CONSENT AND APPROVAL. Whenever LICENSOR's consent or approval is required under the terms of or in connection with this License such consent or approval shall not be arbitrarily or unreasonably withheld and no money shall be charged therefor other than for a reasonable fee for processing the same.

19. UNAVOIDABLE DELAY--FORCE MAJEURE. If either party shall be delayed or prevented from the performance of any act required by this License by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, or other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted) performance of such act shall be excused for the period of the delay, and the period equivalent to the period of such delay, provided, however, nothing in this section shall excuse LICENSEE from the prompt payment of any rental or other charge required of LICENSEE except as may be expressly provided elsewhere in this License.

20. DEFAULT. The following events shall be deemed to be events of default by LICENSEE under this License, and should such events occur, shall have the property revert back to the Government of Guam:

(a) LICENSEE shall fail to pay any installment of rent hereby reserved or other charges required to be paid by LICENSEE under the terms of this License and such failure shall continue for a period of thirty (30) days from and after the date written notice specifying such failure is delivered to LICENSEE; or

(b) LICENSEE shall fail to comply with any terms, provisions or covenants of this License, other than the payment of rent or other charges, and shall not commence to remove or to cure such failure within sixty (60) days from and after the date written notice specifying such failure is delivered to LICENSEE or, having commenced to remove or to cure such failure within said sixty (60) day period, LICENSEE thereafter fails to proceed with reasonable diligence to completely remove or cure such failure.

21. GENDER. The use of any gender shall include any and all genders and the use of any number shall be construed as singular or plural, as the case may be. The headings of paragraphs herein are inserted only for convenience and reference and shall in no way define or limit the scope or intent of any provision of this License. This License shall inure to the benefit of and be binding upon all of the parties hereto and their successors, successors in trust and assigns.

22. COUNTERPARTS. This License may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement, which shall be binding upon all parties hereto notwithstanding that all of the parties are not signatories to the same counterpart.

23. COMPUTATION OF TIME. The time in which any act provided by this License is to be done is computed by excluding the first day and including the last, unless the last day is a Saturday, Sunday or holiday, and then it is also excluded. The term "holiday" shall mean all holidays specified in Sections 200 and 201 of the Government Code of Guam.

24. GENERAL PROVISIONS.

(a) Conditions and Covenants: All the provisions of this License shall be deemed as running with the land, and construed to be "conditions" as well as "covenants" as though the word specifically expressing or imparting covenants and conditions were used in separate provisions.

(b) Entire Agreement: This License contains the entire agreement of the parties with respect to the matters covered by this License, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any

party, which is not contained in this License or executed pursuant hereto shall be binding or valid.

25. TIME OF ESSENCE. Time is of the essence of this License, and of each provision.

26. GOVERNING LAW. The laws of Guam shall govern the validity, construction, and effect of this License. Whenever in this License any words of obligation or duty are used in connection with either party, such words shall have the same force and effect as though framed in the form of express covenants on the part of the party obligated.

27. REMEDIES CUMULATIVE. The various rights, options, elections or remedies of LICENSOR and LICENSEE, respectively, contained in this License shall be cumulative and no one of them shall be construed as exclusive of any other, or of any other right, priority or remedy allowed or provided for by law and not expressly waived in this License.

28. COVENANT TO EXECUTE ADDITIONAL INSTRUMENTS. The parties agree to execute and deliver any instruments in writing necessary to carry out the agreement, term, condition, or assurance in this License whenever occasion shall arise and request for such instruments shall be made.

29. LICENSE TERMS SEVERABLE. If any terms, provision, covenant or condition of this License should be held by a court of competent and final jurisdiction to be invalid, void or unenforceable, the remainder of this License shall continue in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

In all other respects, said License shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this License Agreement on the date first written above.

LICENSOR:

DEPARTMENT OF PARKS & RECREATION
Government of Guam

By _____
Its Director

LICENSEE:

GUAM FOOTBALL (SOCCER) ASSOCIATION

By _____
E. CARL WEGNER
Its President

APPROVED:

OFFICE OF THE GOVERNOR
Governor of Guam

By _____
~~CARL T.C. GUTIERREZ~~
Governor of Guam

OFFICE OF THE ATTORNEY GENERAL

By _____
John F. Taranto
Attorney General of Guam

STATEMENT RE: AVAILABILITY OF WATER AND POWER

The Guam Football (Soccer) Association, LICENSEE to the License Agreement to which this Statement is attached, hereby acknowledges that:

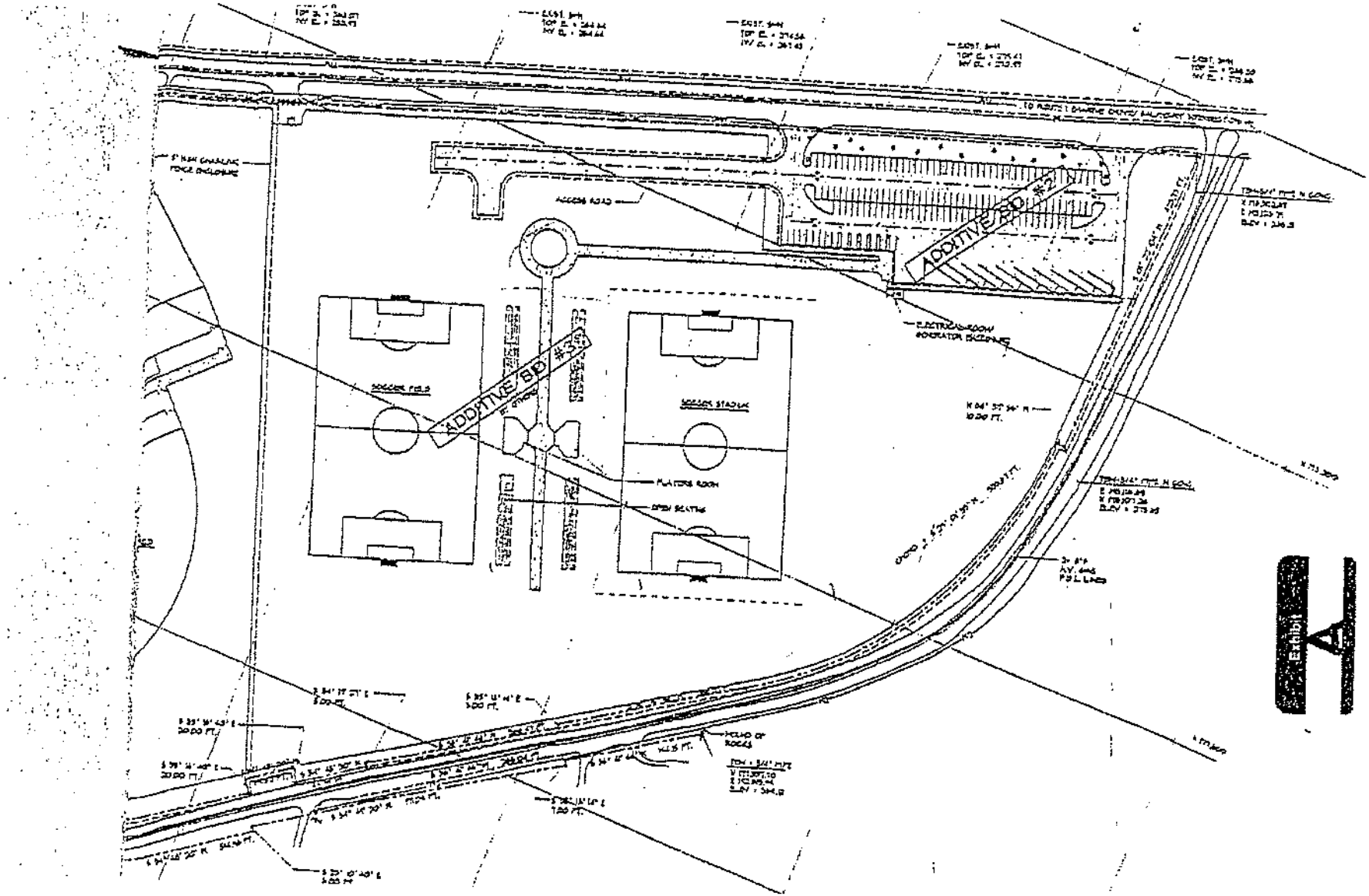
WATER AND POWER ARE IMMEDIATELY AVAILABLE ON THE PROPERTY OR WITHIN 100 FEET OF THE PROPERTY.

LICENSEE:

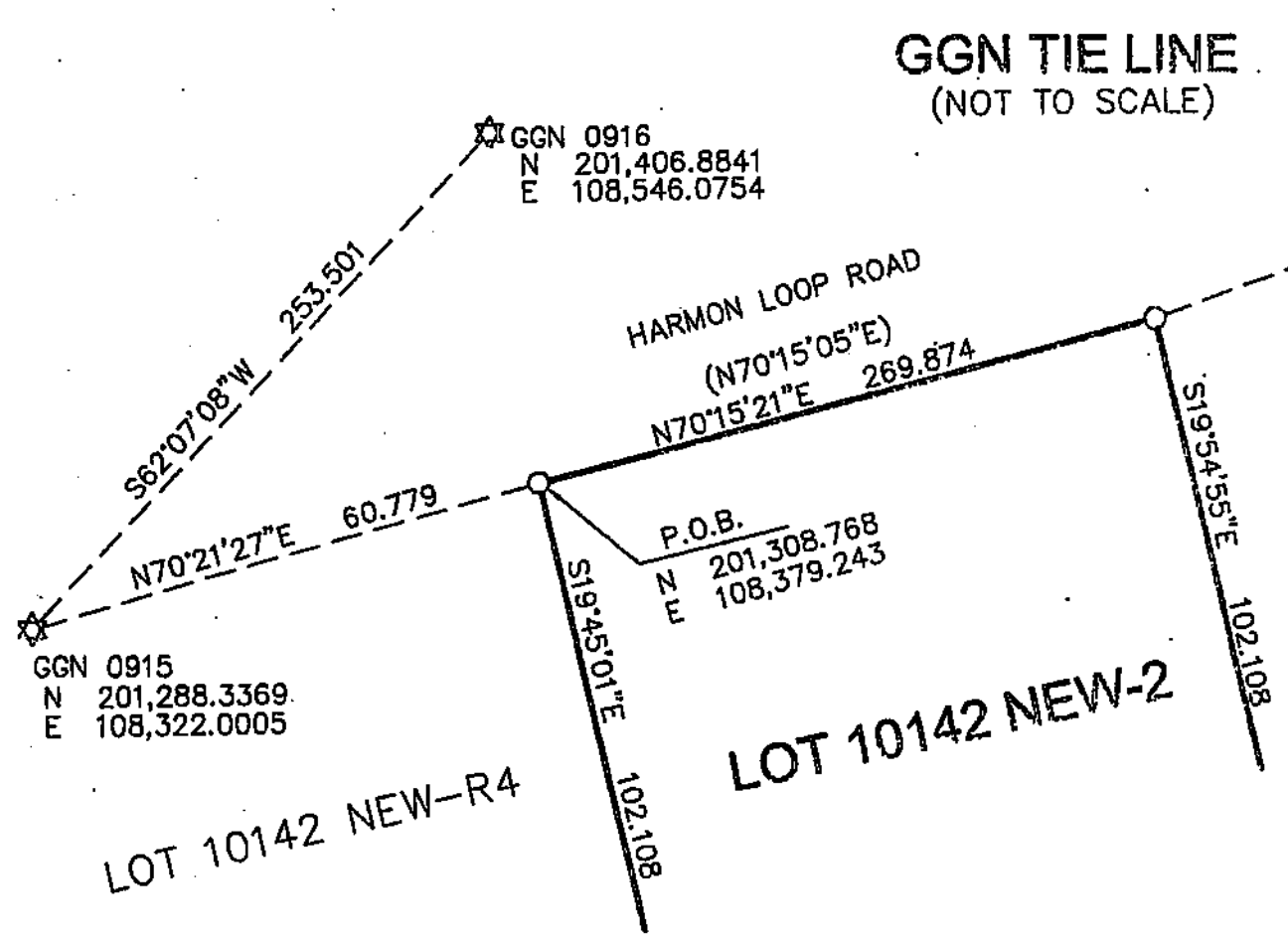
GUAM FOOTBALL (SOCCER) ASSOCIATION

DATED: _____ By _____
E. CARL WEGNER, President

GSA\LICENSE


ADDITIVE BID #2
ADDITIVE BID #3
Exhibit A

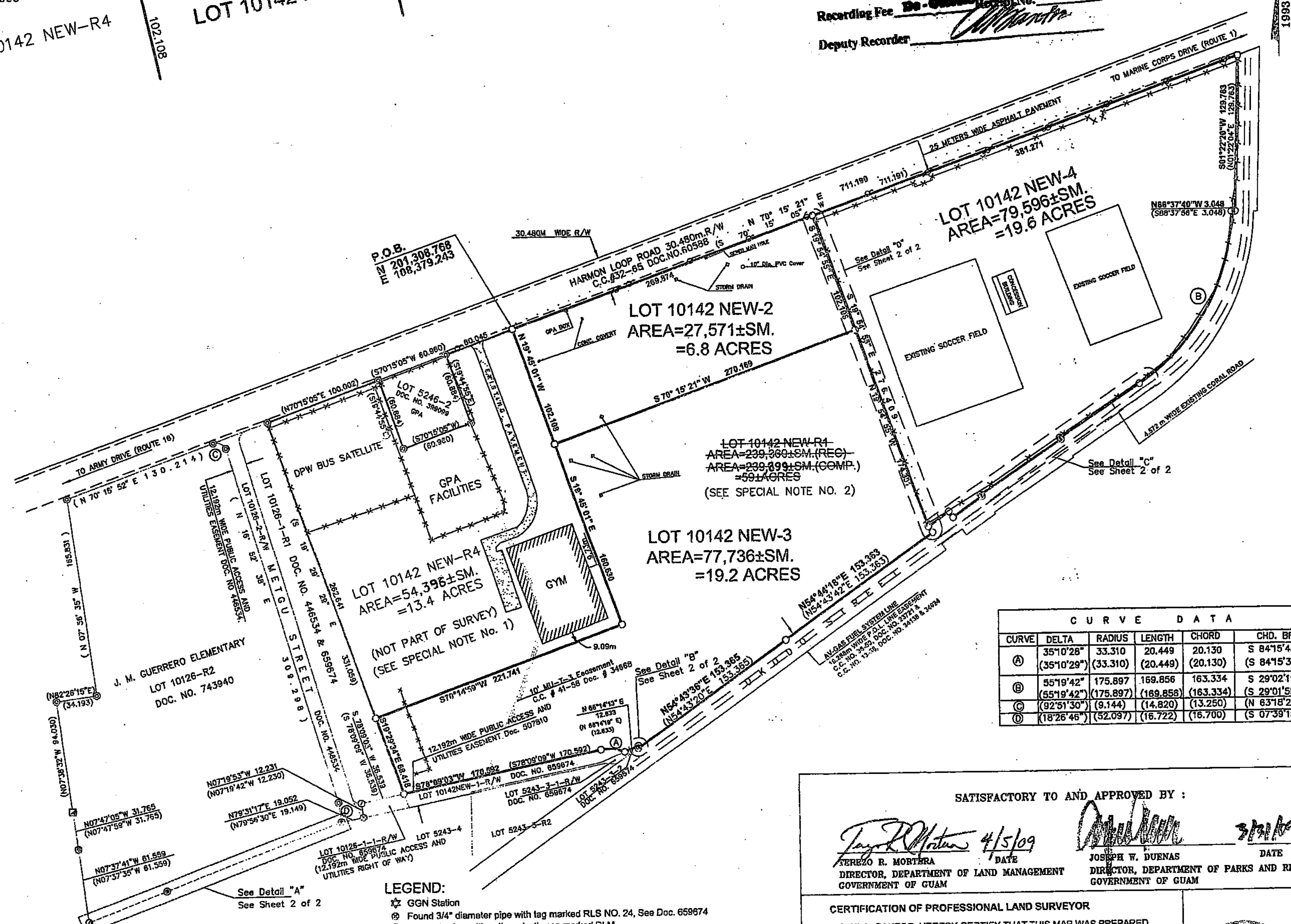
GGN TIE LINE
(NOT TO SCALE)



SPECIAL NOTES:

1. DESCRIPTIONS OF LOT 10142 NEW-R4 AS SHOWN ON THIS MAP ARE BASED ON RECORD DATA AND NOT FIELD CONDTIONS.
2. THE DIFFERENCE BETWEEN REC. AND COMP. AREA IS DUE TO FIELD CONDITIONS.
3. THIS SURVEY WAS AUTHORIZED BY PUBLIC LAW 23-100 and 24-33.

Island of Guam, Government of Guam
Department of Land Management Office of the Recorder
File for Record is Instrument No. 788675
On the Year 2009 Month 04 Day 10 Time 11:46
Recording Fee De-Officio Receipt No.
Deputy Recorder



CURVE DATA					
CURVE	DELTA	RADIUS	LENGTH	CHORD	CHD. BRG.
Ⓐ	35°10'28" (35°10'29")	33.310 (33.310)	20.449 (20.449)	20.130 (20.130)	S 84°15'43" E (S 84°15'37" E)
Ⓑ	55°19'42" (55°19'42")	175.897 (175.897)	169.856 (169.856)	163.334 (163.334)	S 29°02'11" W (S 29°01'55" W)
Ⓒ	(92°51'30")	(9.144)	(14.820)	(13.250)	(N 63°18'23" W)
Ⓓ	(18°26'46")	(52.097)	(16.722)	(16.700)	(S 07°39'15" E)

LEGEND:
- GGN Station
- Found 3/4" diameter pipe with tag marked RLS NO. 24, See Doc. 659674
- Set no.4 rebar with yellow plastic cap marked DLM
- Found 4"x4" conc. mon. marked RLS NO. 51, See Doc. # 446534
- Found no. 4 rebar set by unknown, See Doc.# 446534
- Found nail w/washer (unknown), See Doc. #446534 and #743940
- Found no. 5 rebar w/ plastic cap encased w/ a 5" dia. concrete (unknown), See Doc. #446534
- Found no. 4 bent rebar unknown, See Doc. # 659674
- Found yellow plastic cap marked DLM, Doc. # 743940
- Corner not retraced/computed corner
- Chain link fence 6' high
- Conc. Power Pole
- Sewer Man Hole
- Storm Drain
- GPA Box

SATISFACTORY TO AND APPROVED BY :

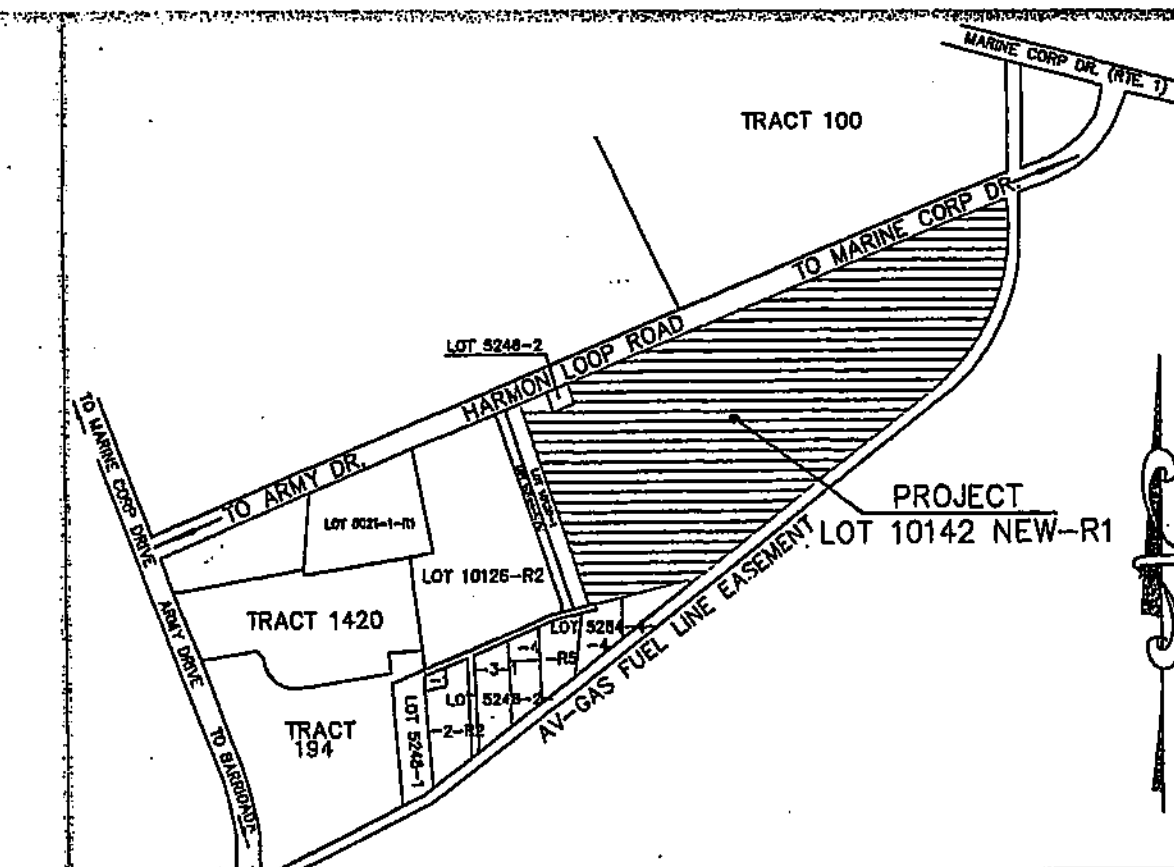
TEREZO R. MORTERA 4/5/09 DATE
DIRECTOR, DEPARTMENT OF LAND MANAGEMENT
GOVERNMENT OF GUAM

JOSEPH W. DUENAS 3/31/09 DATE
DIRECTOR, DEPARTMENT OF PARKS AND RECREATION
GOVERNMENT OF GUAM

CERTIFICATION OF PROFESSIONAL LAND SURVEYOR

I, PAUL L. SANTOS, HEREBY CERTIFY THAT THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, THAT IT IS BASED ON A FIELD SURVEY MADE ON APRIL 2006 & FEBRUARY 2009 IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS, AND THAT I AM RESPONSIBLE FOR THE ACCURACY OF THE DATA AND INFORMATION SHOWN HEREON. I ALSO CERTIFY THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED ON THIS MAP.

PAUL L. SANTOS 3-26-09 DATE
PROFESSIONAL LAND SURVEYOR NO. 68



VICINITY MAP (NOT DRAWN TO SCALE)

NOTES:

1. SURVEY WAS BASED ON FOUND CORNERS AS SHOWN.
2. ALL DISTANCES ARE IN METERS UNLESS OTHERWISE NOTED.
3. BEARINGS AND DISTANCES WITHIN PARENTHESIS ARE RECORD, IN DOUBLE PARENTHESIS ARE RECORD AS PER. REF. NO. 4, ALL OTHERS ARE 1993 VALUES.
4. SUBJECT LOT (S) IS/ARE ZONED "R-1" SINGLE-FAMILY DWELLING-PER 1976 OFFICIAL ZONING MAP, SHEET 7.
5. SUBJECT LOTS ARE WITHIN THE NORTHEN AQUIFER.
6. AS-BUILTS ARE AS SHOWN IN PLAT AND ARE EXISTING BASED ON FIELD AND GPS MEASUREMENTS.

REFERENCES:

1. DWG. # RRV00-12SP, L.M. CHECK #376-FY 01, RE-SUBDIVISION SURVEY MAP OF LOT 10126-1, 10142 NEW and LOT 5243-3 (SEVERANCE OF RIGHT-OF-WAY) PREPARED BY PLS 54, DOC. # 659674.
2. DWG. # I4-91T390, L.M. CHECK # 067-FY 91, PARCELLING & SEVERANCE SURVEY MAP OF LOT 10126, PREPARED BY D.L.M., DOC. # 446534.
3. DWG. # I4-91T389, L.M. CHECK # 270-FY 90, CONSOLIDATION and LAND REGISTATION SURVEY MAP OF LOTS 5246-2, 10126 & 10142 NEW, PREPARED BY RLS 24, DOC. # 446153.
4. DWG. # I4-05T695, L.M. CHECK # 255-FY 05, RETRACEMENT SURVEY MAP OF LOT 10126-R2, PREPARED BY D.L.M., DOC. # 743940.

SPECIAL NOTES:

SEE PLAN FOR SPECIAL NOTES 1, 2 and 3.

CHECKED BY :

For: MARVIN Q. AGUILAR 4-8-09 DATE
PLANNER, DLM

JIMMY I. CAMACHO 4.9.09 DATE
ENG'G TECH. II , DLM

CERTIFICATION OF GUAM CHIEF PLANNER

APPROVAL PURSUANT TO TITLE 21, GUAM CODE ANNOTATED, CHAPTER 62, SUBDIVISION LAW.

CARLOS R. UNTALAN 04-08-09 DATE
GUAM CHIEF PLANNER

CERTIFICATION OF GUAM CHIEF SURVEYOR/CHIEF OF CADASTRE

THIS MAP HAS BEEN EXAMINED FOR CONFORMANCE WITH TITLE 21, GUAM CODE ANNOTATED, CHAPTER 60, ARTICLE 5, UNIFORM TRIANGULATION SYSTEM AND REGULATIONS THEREUNDER ON THIS 10th DAY OF April, 2009.

PAUL L. SANTOS, PLS # 68
GUAM CHIEF SURVEYOR / CHIEF OF CADASTRE

REVISIONS	DESCRIPTION	BY	APPROVED BY	DATE

RE-SUBDIVISION SURVEY MAP OF LOT 10142 NEW-R1

MUNICIPALITY OF DEDEDO

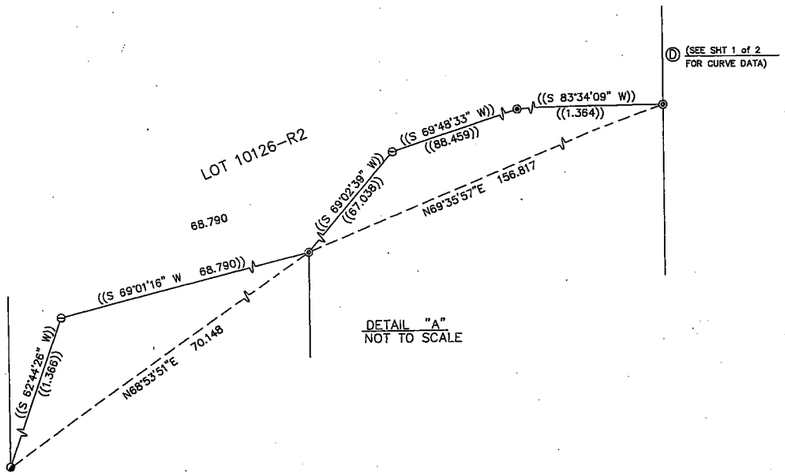
LAND SQUARE NO. 14 SECTION NO. 1

SURVEY DATA			LOT DATA
BOOK NO.	JN:2008-0200	DATE	LOT 10142 NEW
COMPUTED BY	TJT	6 / 06	CERTIFICATE OF TITLE NO. 115954
DRAWN BY	TJT	6 / 06	REGISTERED ON 15 OCT 2004
RESEARCHED BY	TJT	2 / 06	ESTATE NO. 76464
FIELD BY	WQ & CREW	4 / 06 & 9/09	IN THE NAME OF :
CHECKED BY	PLS		
SCALE IS IN METRIC SYSTEM AS SHOWN			GOVERNMENT OF GUAM
SHEET 1 OF 2			
DWG. NO. I4-06T696			
L.M. CHECK NO. 065 FY 2009			

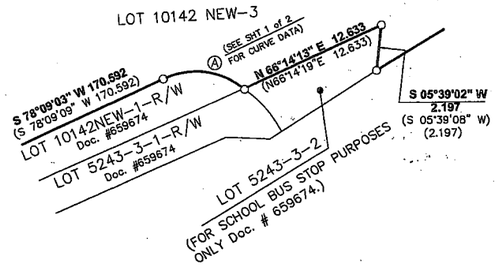
GOVERNMENT OF GUAM
GUBETNAMENTON GUÅHAN
DEPARTMENT OF LAND MANAGEMENT
DIPÅTTAMENTON MINANEHAH TÅNO'
LAND SURVEY DIVISION
DIBISION AGRAMENSIAN TÅNO'

788675

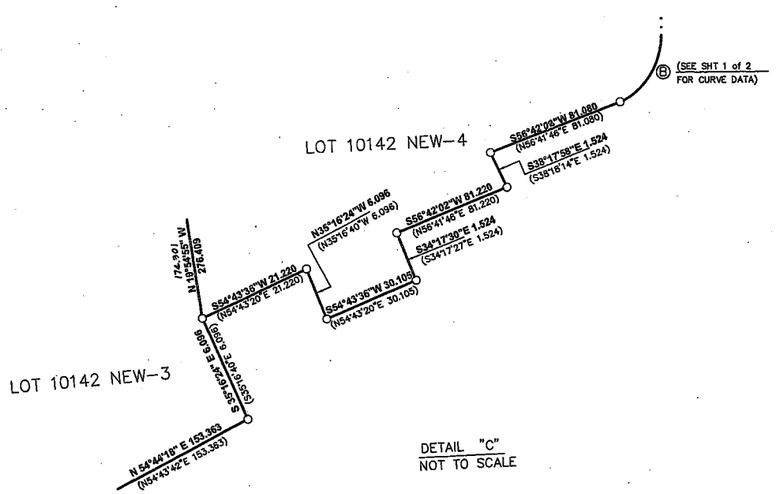
1/2 13387



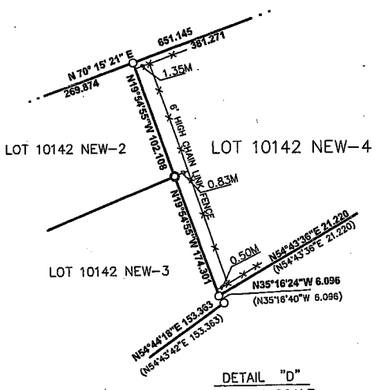
DETAIL "A"
NOT TO SCALE



DETAIL "B"
NOT TO SCALE



DETAIL "C"
NOT TO SCALE



DETAIL "D"
NOT TO SCALE

CERTIFICATION OF PROFESSIONAL LAND SURVEYOR

I, PAUL L. SANTOS, HEREBY CERTIFY THAT THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, THAT IT IS BASED ON A FIELD SURVEY MADE ON APRIL 2008 AND FEBRUARY 2009 IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS, AND THAT I AM RESPONSIBLE FOR THE ACCURACY OF THE DATA AND INFORMATION SHOWN HEREON. I ALSO CERTIFY THAT ALL THE MONUMENTS ARE OF THE CHARCTER AND OCCUPY THE POSITIONS INDICATED ON THIS MAP.

PAUL L. SANTOS
PROFESSIONAL LAND SURVEYOR NO. 68

3-26-09
DATE

PAUL L. SANTOS
No. 68
3-26-09
REGISTERED

GRID 1985

SEE SHEET 1 OF 2

VICINITY MAP (NOT DRAWN TO SCALE)

NOTES:

SEE SHEET 1 OF 2

REFERENCES:

SEE SHEET 1 OF 2

SPECIAL NOTES:

SEE SHEET 1 OF 2

CERTIFICATIONS AND APPROVALS

SATISFACTORY TO AND APPROVED BY :

SEE SHEET 1 OF 2

CHECKED BY :

SEE SHEET 1 OF 2

CERTIFICATION OF GUAM CHIEF PLANNER

APPROVAL PURSUANT TO TITLE 21, GUAM CODE ANNOTATED, CHAPTER 62, SUBDIVISION LAW.

CARLOS R. UNTALAN
GUAM CHIEF PLANNER

09-08-09
DATE

CERTIFICATION OF GUAM CHIEF SURVEYOR/CHIEF OF CADASTRE

THIS MAP HAS BEEN EXAMINED FOR CONFORMANCE WITH TITLE 21, GUAM CODE ANNOTATED, CHAPTER 60, ARTICLE 5, UNIFORM TRIANGULATION SYSTEM AND REGULATIONS THEREUNDER ON THIS 10th DAY OF April, 2009.

PAUL L. SANTOS, PLS # 68
GUAM CHIEF SURVEYOR / CHIEF OF CADASTRE

REVISIONS	DESCRIPTION	BY	APPROVED BY	DATE

RE-SUBDIVISION SURVEY MAP OF LOT 10142 NEW-R1

MUNICIPALITY OF DEDEDO

LAND SQUARE NO. 14 SECTION NO. 1

SURVEY DATA		
BOOK NO.	JN:1037-02-08	DATE
COMPUTED BY	JJT	6 / 08
DRAWN BY	TFT	6 / 08
RESEARCHED BY	TFT	2 / 08
FIELD BY	MJ & CREW	4 / 08 & 8/08
CHECKED BY	PLS	
SCALE IS IN METRIC SYSTEM AS SHOWN		
SHEET 2 OF 2		
DWG. NO. 14-067936		
L.M. CHECK NO. 085 FY 2009		

LOT DATA	
LOT	
CERTIFICATE OF TITLE NO.	
REGISTERED ON	
ESTATE NO.	
IN THE NAME OF :	

SEE SHEET 1 OF 2

GOVERNMENT OF GUAM
GUBETNAMENTON GUÅHAN
DEPARTMENT OF LAND MANAGEMENT
DIPÅTTAMENTON MINANEHAH TÅNO'
LAND SURVEY DIVISION
DIBISION AGRAMENSIAN TÅNO'

785675

2/2 13387

Doc. No. 35GL-20-1847.*