

I MINA' TRENTAI UNU NA LIHESLATURAN GUÅHAN
2012 (SECOND) Regular Session

Bill No. 459-31 (cor)

Introduced By:

T.R. MUÑA BARNES
DENNIS G. RODRIGUEZ, JR.

2012 MAY 21 AM
PH 1:56

AN ACT TO AUTHORIZE *I MAGA'LAHEN GUÅHAN* TO EXCHANGE GOVERNMENT-OWNED PROPERTY IN TAMUNING FOR PRIVATELY-OWNED PROPERTY IN DEDEDO OWNED BY THE ESTATE OF LORENZO C. ROSARIO.

BE IT ENACTED BY THE PEOPLE OF GUAM:

Section 1. Legislative Findings and Intent. *I Liheslaturan Guåhan* finds that in 1987, through a Land Exchange with the Government of Guam, Lorenzo C. Rosario (now Deceased) obtained real property described as “a portion of Lot No. 5024, containing an area of 3,976± square meters, located in Dededo”. *I Liheslaturan Guåhan* further finds that the Government of Guam, through the former Public Utilities Agency of Guam (PUAG), now Guam Waterworks Authority (GWA), later constructed a waste water pump station and related facilities that encroached upon the Rosario property. This encroachment by the PUAG was neither authorized by the late Lorenzo C. Rosario, nor was he ever compensated for the use of his property. In 1993, the late Mr. Rosario initiated a civil action for the purposes of partitioning the disputed property, as well as to seek compensation for said encroachment. The Government’s response in this civil action implicated the interest of many other surrounding property owners, thus resulting in a complicated and contentious lawsuit that would remain active for

1 nearly twenty (20) years. *I Liheslaturan Guåhan* further finds that through a
2 settlement agreement, a copy of which attached as *Exhibit A* (“the Settlement
3 Agreement”), the Guam Waterworks Authority (GWA), in exchange for their
4 encroachment, has agreed to convey Lot No. 5168-4 containing an area of 3,976±
5 square meters located in Tamuning, Guam to the Estate of Lorenzo C. Rosario. *I*
6 *Liheslaturan Guåhan* further finds that after taking into consideration the fact that
7 for almost twenty (20) years the Rosario family was deprived of the opportunity to
8 utilize their property and develop it to its maximum potential, the authorization for
9 a Land Exchange is just and fair compensation.

10 It is therefore the intent of *I Liheslaturan Guåhan* to authorize *I Maga'lahren*
11 *Guåhan* to effectuate a land exchange between the Guam Waterworks Authority
12 (GWA) and the Estate of Lorenzo C. Rosario based on the final judgment recorded
13 as Civil Case No. CV1894-93, signed and dated on June 2, 2010, a copy of which
14 attached as *Exhibit B* (“Judgment”).

15 **Section 2. Authorization for Land Exchange.** Notwithstanding any
16 other provision of law, and as fair compensation for privately-owned land
17 expropriated by the Government of Guam for the construction of a wastewater
18 pump station and related facilities, *I Maga'lahren Guåhan* is hereby authorized to
19 exchange the real property owned by the Estate of Lorenzo C. Rosario described
20 as:

21 Lot No. 5024-1-R1, containing an area of 2,927± square
22 meters, located in the Municipality of Tamuning
23 (Formerly the Municipality of Dededo) as marked and
24 designated on L.M. Checked No. 015-FY2011, and
25 Department of Land Management Instrument No.
26 825429, dated August 22, 2011, dated August 2011, a
27 copy of which attached as *Exhibit C* (“Re-Subdivision

1 Survey Map of Lot No. 5024-1-R1NEW, Municipality of
2 Tamuning”).

3 With the Government of Guam real property described as:

4 Lot No. 5168-4, Municipality of Tamuning, Guam
5 containing an area of 3,976± square meters, as marked
6 and designated on Department of Land Management
7 Drawing No. I4-89T 330, L.M. Checked No. 201-FY89,
8 dated May 1989 and described on Document No.
9 417648, recorded at the Department of Land
10 Management, Government of Guam. Certificate of Title
11 No. GC#3114, a copy of which attached as *Exhibit D*
12 (“Parceling Survey Map of Lot 5168, Tamuning,
13 Municipality of Dededo”).

14 **Section 3. Effective Date.** This Land Exchange authorization shall take
15 effect immediately upon the enactment of this Act.

EXHIBIT A

SETTLEMENT AGREEMENT

This Settlement Agreement is made February ____, 2010, by and between the GOVERNMENT OF GUAM, JUDY R. UNTALAN, PATRICIA T. ROSARIO, DOLORES R. BOARDMAN and LORENZO C. ROSARIO, JR. ("Rosario"), GUAM WATERWORKS AUTHORITY ("GWA"), LKC DEVELOPMENT CO. ("LKC"), a Guam Partnership, RENE and DIANA ONG (the "Ongs") in reference to the following facts:

Recitals

A. On or about August 19, 1987, the Government of Guam and Lorenzo C. Rosario executed a Deed of Exchange ("the Deed") whereby, among other things, the Government of Guam granted or purported to grant to Lorenzo C. Rosario property described therein as "a portion of Lot 5024, containing an area of 3,976± square meters, Dededo, as shown on Exhibit 'A'. (Subject to be surveyed by Land Management.)" The Deed was recorded under Document Number 389206. No Exhibit A was attached to the Deed.

B. The Government of Guam later subdivided the property described as Lot 5024-1 into Lots 5024-1-1 and 5024-1-R1, as shown on DWG# DSI-S-89-01, Map I4-90T353, L.M. Check Number 144FY89, recorded on September 5, 1989 under Instrument Number 422432, a copy of which is attached as **Exhibit A** ("the Subdivision Map").

C. The Subdivision Map shows that Lot 5024-1-1 and Lot 5024-1-R1 abut Route No. 16, a 100 foot public right-of-way. The Subdivision Map also shows that Lot

5024-1-R1 lies between Route 16 and certain adjacent properties depicted on the Subdivision Map as Lot 5149, Lot 5149-4 and Lot 5150-1-NEW-1. The location of the boundary between Lot 5024-1-R1 and such adjacent properties is uncertain due to conflicting boundary claims as shown on the Subdivision Map and alleged in Superior Court of Guam Civil Case No. 1894-93 (the "Lawsuit"). Additionally, depending upon the true location of boundaries, Lot 5024-1-R1 may lie between a portion of Lot 5150-2-1 and Route 16.

D. The Government of Guam or PUAG, its line agency, constructed upon Lot 5024-1-1 a sewer pump station and related facilities. This facility is now operated by their successor at interest, the Guam Waterworks Authority, a Guam Public Corporation.

E. The Government of Guam conveyed Lot 5024-1-1 to GWA by a deed dated July 23, 1997 and recorded on July 23, 1997 under Instrument Number 567559.

F. The Government of Guam, PUAG or GWA constructed a fence to surround Lot 5024-1-1 which may in part encroach ("the Fence Encroachment") upon portions of Lot 5024-1-R1 as shown on "Sketch 1762" attached hereto as **Exhibit B** ("Sketch 1762").

G. On October 13, 1993, Lorenzo C. Rosario filed the Lawsuit, alleging he was the owner of a portion of Lot 5024 consisting of 3,971 square meters pursuant to the Deed referenced in recital A, and that the Government of Guam was the owner of the remaining portion of Lot 5024. The Complaint in the Lawsuit sought a partition of the property between Mr. Rosario and the Government of Guam. The Complaint

further alleged the construction by Defendant Government of Guam of a waste water pump station on a portion of Lot 5024 was without Plaintiff's permission, sought recovery of rents, relocation of the pump facility and damages allegedly suffered by Mr. Rosario.

H. Lorenzo Rosario thereafter died and Lorenzo C. Rosario, Jr. and Judy M. Rosario were appointed Co-Special Administrators of his estate in Probate Case No. PR54-97, and continue in that capacity. Pursuant to Decree and Order of Final Distribution entered September 11, 2009 in PR54-97, the Estate of Lorenzo Rosario, including his interest in Lots 5024-1-1 and 5024-1-R1 was distributed to heirs, Judy R. Untalan, Patricia T. Rosario, Dolores R. Boardman and Lorenzo C. Rosario, Jr., share and share alike.

I. Lorenzo C. Rosario, Jr. and Judy M. Rosario, in their capacities as Administrators of the Estate of Lorenzo C. Rosario, filed Special Proceeding Case No. SP0339-96 against the Government of Guam (the "Second Action") also seeking compensation for construction of the pump station.

J. On February 24, 1998, the Government of Guam filed an Amended Answer and Affirmative Defenses in the Lawsuit, alleging, among other things, the invalidity or unenforceability of the Deed and asserting certain defenses to the action. The Government of Guam further filed a Third Party Complaint in the Lawsuit against Euvilla Massey ("Massey"), LKC, Leonard Cheung and Lily Cheung (the "Cheungs"), Lorenzo C. Rosario, Jr. and Judy M. Rosario, Co-Special Administrators of the Estate of Lorenzo Rosario, Eastward International, Inc., Guam Waterworks Authority, and

Persons Unknown. Third-Party Defendants other than Rosario were persons whom the Government of Guam alleged in its Third-Party Complaint claimed interests in Lot 5024-1-1 or 5024-1-R1 in addition to the Rosarios, and sought a determination of the respective interests of the parties.

K. The Cheungs at the time of the filing of the Third-Party Complaint were the owners of Lots 5150-1-NEW-1 and 5150-2-1 (both referred to in recital C above). The Ongs have since succeeded to the interests of the Cheungs in Lots 5150-1-NEW-1 and 5150-2-1.

L. At the time of the filing of the Third-Party Complaint Massey was the owner of Lot 5149 (referred to in recital C above), and LKC, the tenant from Massey of Lot 5149. LKC has subsequently acquired the interest of Massey in Lot 5149, and is now the fee owner of such property.

M. Third-Party Defendant Eastward International, Inc., not a party to this Agreement, was at the time of filing of the Third-Party Complaint the owner of Lot 5149-4 (referred to in recital C above).

N. In general, the conflicting claims of Massey, LKC, the Cheungs (and their respective tenants and successors) and Eastward International concern (a) conflicting, overlapping and uncertain boundary lines and encroachments rendering the actual boundaries and area of Lot 5024-1-R1 uncertain, and (b) access from Route 16 across Lot 5024-1-R1 to the adjoining properties respectively owned by such parties.

O. The parties to this Settlement Agreement desire to resolve, as among themselves, all disputes and claims among them with respect to title to possession and

use of Lot 5024-1-R1 and 5024-1-1, and the boundaries of such lots in relation to adjacent properties owned by the parties to this Agreement.

Now, therefore, in consideration of the foregoing recitals, and subject to the terms and conditions hereinafter set forth, the parties to this Agreement agree as follows:

1. The elements of this Settlement Agreement are integrated and not severable, except as provided in paragraph 23.

2. The Westerly boundary between Lot 5024-1-1 and 5024-1-R1 as shown on the Subdivision Map as running on a course North 19°, 45' 41" West, Distance 146.08, shall be adjusted to run on a course concurrent with the actual location of the fence to the westerly side of the GWA Pump Station on Lot 5024-1-1 and continuing to the northern boundary of Lot 5024-1-R1 as shown on the Subdivision Map to conform the boundary to the Fence Encroachment as shown on Sketch No. 1762.

3. The Government of Guam, GWA and Rosario shall enter into a Deed of Partition whereby Rosario shall confirm title in all of Lot 5024-1-1, as revised by paragraph 2 above, in GWA as successor in interest to the Government of Guam and PUAG, and the Government of Guam and GWA shall confirm title in Rosario to all right, title and interest of the Government of Guam in Lot 5024-1-R1 (the boundaries of both lots to be as adjusted from as shown upon the Subdivision Map to conform to the Fence Encroachment as above provided in paragraph 2,).

4. Following the execution and delivery of the Deed of Partition, Rosario shall, in order to resolve any questions as to the boundary between Lot 5024-1-R1 and

the properties owned by the Ongs, quitclaim to the Ongs any right, title and interest Rosario might have in Lots 5150-1-NEW-1 and 5150-2-1. In addition, Rosario shall quitclaim to the Ongs that portion of Lot 5024-1-R1 shown as "Area C" on that certain "Sketch Map of Encroachments" on Lot 5024-1-R1, Harmon, Guam, prepared by Duenas Bordallo Camacho and signed by Nestor Ignacio dated February 26, 2009, attached as **Exhibit C** ("the Encroachment Sketch"). The area of Area C as shown upon the Encroachment Sketch is approximate. A survey map shall be prepared, recorded and approved by all the Parties whereby Area C shall be determined and severed from Lot 5024-1-R1 and consolidated with and into 5150-1-NEW-1. The Rosarios will execute and deliver to the Ongs a quitclaim deed covering the consolidated lot and Lot 5150-2-1. The intent of this Agreement is that the Ongs shall hold title to Lots 5150-2-1, 5150-1-NEW-1 and Area C free of any right, title, claim or demand of any of the other parties to this Settlement Agreement other than as herein provided.

5. Ong shall pay to Rosario the sum of \$40,200.00.

ONG

6. Rosario shall convey to LKC by Grant Deed the portion of Lot 5024-1-R1 as shown on the Subdivision Map North of a line (1) running from the boundary between Lot 5024-1-R1 and Route 16 (as shown on the Subdivision Map) and (2) along a course South 70°, 14' 20" West 40 Feet to the South of and parallel to the boundary between Lots 5024-1-1 and 5024-1-R1, as shown on the Subdivision Map, and intersecting with the line North 35°, 54'37" West shown as the boundary of Lot 5024-1-R1 on the Subdivision Map. LKC Development acknowledges that a portion of the area

to be conveyed to it will be within "Encroachment F" as shown upon the Encroachment Sketch and takes such portion with notice of possible claims of Eastward International (or other owner or persons having interests in Lot 5149-4), as to such portion of Encroachment F but shall take all rights of Rosario and Government of Guam in such portion. The area conveyed to LKC shall be similar to Area H as shown upon the Encroachment Sketch, except that the southerly boundary of the area conveyed shall be 40 Feet to the South of the southerly boundary of Lot 5024-1-1, and continue in a continuous straight line across Encroachment F as above provided, and further in that the configuration of Area H shall be adjusted to take into account relocation of the westerly boundary of Lot 5024-1-1 to conform to the Fence Encroachment as above provided. The portion of Lot 5024-1-R1 conveyed to LKC shall be consolidated within and into Lot 5149 as an integral part thereof and so that Lot 5149 shall abut Route 16. LKC shall hold title to the area conveyed to it, and adjacent land owned by LKC as herein provided free of any right, title, claim or demand of any of the other parties to this Settlement Agreement other than as herein provided.

7. LKC will pay to Rosario the sum of \$100,000.00

8. Prior to delivery of the Deed of Partition and of the Deeds to LKC and Ong as herein provided, Rosario shall pay or procure the cancellation of any real property taxes assessed to Lorenzo Rosario or his successors on any portion of Lot 5024, and procure cancellation of any conveyances for non-payment of taxes so assessed.

9. The areas to be acquired by LKC and the Ongs hereunder shall be acquired in fee simple and not as or subject to easements, public or private.

10. GWA shall retain title to Lot 5024-1-1, with adjustment of its boundaries to conform to the Fence Encroachment as herein provided, free of right, title, claim or demand of any of the other parties to this Settlement Agreement other than as herein provided.

11. Rosario shall retain title to Lot 5024-1-R1, other than those portions conveyed to the Ongs and LKC respectively hereunder, free of any right, title, claim or demand of any of the other parties to this Settlement Agreement other than as herein provided. The areas retained by Rosario shall include the area described as Area E on the Encroachment Sketch, and those portions described as Areas G and Encroachment F other than the northerly portions of Area G and Encroachment F to be conveyed to LKC as herein provided.

12. LKC shall concurrent with the delivery of the deed to it from Rosario grant, provide to GWA a perpetual unrestricted license in writing that shall run with the land containing terms agreeable to the parties that will allow agents, contractors or employees of GWA to enter upon Lot 5124-1-R1 conveyed to LKC hereunder to be exercised upon reasonable notice, at reasonable locations and at reasonable times to either repair or replace GWA's fence surrounding the Sewer Pump Station where such repair or replacement may not be reasonably accomplished from GWA property.

13. Eastward International is not a participant in or a party to this Settlement Agreement. No provision of this Settlement Agreement is for the benefit of Eastward International or the owners of, or persons having interests in Lot 5149-4.

14. The parties shall employ Nestor Ignacio of Duenas Bordallo Camacho to perform surveying work necessary to:

(1) relocate the westerly boundary of Lot 5024-1-1 to conform to the Fence Encroachment as above provided;

(2) survey the portions of Lot 5024-R1 to be conveyed to LKC and the Ongs, respectively, hereunder, and to consolidate those properties to be conveyed into the adjacent properties owned by LKC and the Ongs, respectively, as above provided. Consolidation of the property to be acquired by the Ongs and LKC respectively into the adjacent properties respectively owned by them is required as the property acquired would otherwise be substandard.

(3) the cost of the survey work shall be paid 1/2 by LKC, 25% by Rosario, and 25% by the Ongs. The Ongs shall pay Rosario's share of the cost of the survey work and shall be entitled to a credit against the amount to be paid by them under paragraph 5 in the amount of such share. The survey work shall be done and appropriate maps prepared in order that they may be recorded concurrently with the delivery of the deeds herein above provided for partition between the Government of Guam, GWA and Rosario, and from Rosario to the Ongs and LKC.

15. Upon completion of the survey work provided in paragraph 14 above relocating the boundaries of Lot 5024-1-1 and identifying and severing from Lot 5024-1-R1 the portions thereof to be conveyed to LKC and the Ongs, and consolidating such portions into the adjacent property owned by LKC and the Ongs, the Government of Guam in its governmental capacity and through its agencies whose action may be

required shall undertake such action as is necessary to approve the resulting survey maps in order that they may be properly recorded and shall take such other action as may be required that such relocation of boundaries, severance and consolidation have legal effect.

16. The Government of Guam shall convey to Rosario real property described as follows: Lot 5168-4, Tamuning, Guam, as referenced in Document No. 036891 and 417648, Guarantee Claim No. 3114 and consisting of 3,976 square meters, more or less, or other property as may be agreed between Rosario and the Government of Guam.

17. Rosario shall dismiss with prejudice the Second Action.

18. Rosario shall obtain any requisite approvals of this Agreement and the transactions contemplated hereby by the Court in which the probate of the Estate of Lorenzo Rosario is pending.

19. The settlement hereunder shall be a full and complete resolution and settlement of all claims among the parties related to title to, occupation, use or possession of Lot 5024, Lot 5024-1-1 and Lot 5024-1-R1 as shown upon the Subdivision Map or as to the location of the boundaries of Lot 5149, Lot 5050-1-NEW1 and Lot 5150-2-1, in relation to Lot 5024-1-R1 and Lot 5024-1-1, including without limitation any claims for prior trespass, damage to, or use of any of such property.

20. The parties shall execute mutual releases consistent with the provisions of paragraph 19 and other provisions of this Agreement, in such form as shall be acceptable to their respective counsel.

21. Each of the parties hereto shall exercise their reasonable efforts to take such action as is necessary or appropriate on their part to be performed, to complete and implement this Agreement and the transactions contemplated hereby.

22. The Deed of Partition between the Government of Guam, GWA and Rosario, the deeds from Rosario to LKC and the Ongs, the payments to be made by LKC and the Ongs to Rosario and the license to be granted by LKC to GWA shall be made and delivered concurrently, as soon as reasonably practicable after appropriate severance and consolidation maps have been prepared and are available for recording concurrently with such deeds. Payments and delivery of documents may be made through an escrow to be designated by the Ongs and LKC, and conditioned upon the ability of LKC and the Ongs each respectively to obtain Standard Form Owner's Policy and Title Insurance insuring title to the areas to be conveyed to LKC and the Ong, as consolidated into and a part of the properties presently owned by LKC and the Ongs.

Escrow

23. The Deed from the Government of Guam to Rosario of the property conveyed pursuant to paragraph 16 and the dismissal by Rosario of the Second Action as provided by paragraph 17 (the paragraphs 16 and 17 documents) shall be delivered concurrently as soon as practicable after any necessary legislative approval for the conveyance by the Government of Guam to the Rosarios of the property conveyed pursuant to paragraph 16 has been obtained, and conditioned upon the documents and payments provided in paragraph 22 having been delivered. However, delivery of the paragraphs 16 and 17 documents shall not be a condition to or delay the delivery of the documents and payments provided in paragraph 22. It is the intent and understanding

of Rosario and the Government of Guam that any failure or delay in obtaining necessary legislative approval of the conveyance of the property to be conveyed to Rosario under paragraph 16 or the resulting failure of the delivery of the paragraphs 16 and 17 documents shall not affect the settlement of the Lawsuit as provided in this Agreement.


24. The settlement shall be without prejudice as to any claims among any of the parties to this Agreement, on the one hand, and the owners of Lot 5149-4 on the other hand, as to any matters set forth in the Lawsuit or otherwise.

25. The parties shall upon execution of this Agreement apply to the Court in which the Lawsuit is pending for entry of a judgment incorporating the provisions of this Settlement Agreement, as judgment among the parties to the Settlement Agreement to wit: Government of Guam, Judy R. Untalan, Patricia T. Rosario, Dolores R. Boardman and Lorenzo C. Rosario, Jr., Guam Waterworks Authority, LKC Development Co., Rene Ong and Diana Ong, and dismissing the action without prejudice as to all claims between such parties or any of them and Eastward International, Inc. Releases of any Notices of Lis Pendens filed in the lawsuit will be filed concurrently with recording of such Judgment.

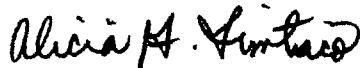
26. This Settlement Agreement may be executed in one or more counterparts and by execution and transmittal of signature pages thereto by electronic means or by facsimile, and all of such counterparts and signature pages shall together constitute a single document.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

GOVERNMENT OF GUAM

By: 
Christopher M. Duenas, Director, DLM

APPROVED AS TO FORM:

By: 
Attorney General

JUDY R. UNTALAN

PATRICIA T. ROSARIO

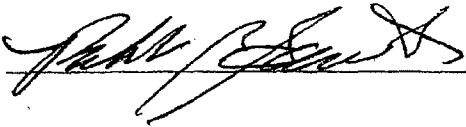
DOLORES R. BOARDMAN

LORENZO C. ROSARIO, JR.

GUAM WATERWORKS AUTHORITY

By: _____

LKC DEVELOPMENT CO.

By: 

RENE ONG

DIANA ONG

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

GOVERNMENT OF GUAM

By: _____

APPROVED AS TO FORM:

By: _____
Attorney General

JUDY F. UNTALAN



PATRICIA T. ROSARIO

DOLORES R. BOARDMAN



LORENZO C. ROSARIO, JR.

GUAM WATERWORKS AUTHORITY

By:  GM

LKC DEVELOPMENT CO.

By: _____

RENE ONG

DIANA ONG

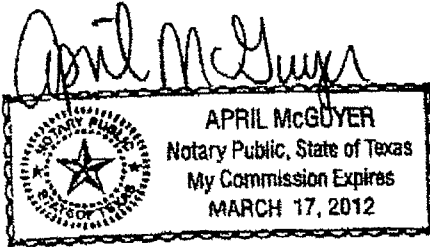
IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

GOVERNMENT OF GUAM

By: _____

APPROVED AS TO FORM:

By: _____
Attorney General



JUDY R. UNTALAN

PATRICIA T. ROSARIO
Dolores R. Boardman

DOLORES R. BOARDMAN

LORENZO C. ROSARIO, JR.

GUAM WATERWORKS AUTHORITY

By: _____

LKC DEVELOPMENT CO.

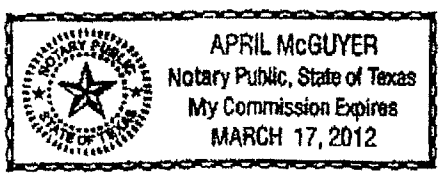
By: _____

RENE ONG

DIANA ONG

SUBSCRIBED AND SWORN to before me this 25th day of February
2010, appeared **DOLORES R. BOARDMAN.**

April McGuyer
Notary Public



SUBSCRIBED AND SWORN to before me this ____ day of _____,
2010, appeared **JUDY R. UNTALAN.**

Notary Public

SUBSCRIBED AND SWORN to before me this ____ day of _____,
2010, appeared **PATRICIA T. ROSARIO.**

Notary Public

SUBSCRIBED AND SWORN to before me this ____ day of _____,
2010, appeared **LORENZO C. ROSARIO, JR.**

Notary Public

DWR

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

GOVERNMENT OF GUAM

By: _____

APPROVED AS TO FORM:

By: _____
Attorney General

Judy R. Untalan
JUDY R. UNTALAN

City/County of Fairfax
Commonwealth of Virginia
The foregoing instrument was acknowledged before me
this 25 day of Feb
by Judy Untalan
Forensic Handwritten Notary Public
Reg. # 710 9413 Com. Exp. 10/31/2011

PATRICIA T. ROSARIO

DOLORES R. BOARDMAN

LORENZO C. ROSARIO, JR.

GUAM WATERWORKS AUTHORITY

By: _____

LKC DEVELOPMENT CO.

By: _____

RENE ONG

DIANA ONG

SUBSCRIBED AND SWORN to before me this ____ day of _____,
2010, appeared **DOLORES R. BOARDMAN**.

Notary Public

SUBSCRIBED AND SWORN to before me this 25 day of Feb,
2010, appeared **JUDY R. UNTALAN**.

Frodo Hattori
Notary Public

SUBSCRIBED AND SWORN to before me this ____ day of _____,
2010, appeared **PATRICIA T. ROSARIO**.

Notary Public

SUBSCRIBED AND SWORN to before me this ____ day of _____,
2010, appeared **LORENZO C. ROSARIO, JR.**

Notary Public

Q

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

GOVERNMENT OF GUAM

APPROVED AS TO FORM:

By: 
Christopher M. Duenas, Director, DLM

By: _____
Attorney General

JUDY R. UNTALAN

PATRICIA T. ROSARIO

DOLORES R. BOARDMAN

LORENZO C. ROSARIO, JR.

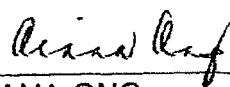
GUAM WATERWORKS AUTHORITY

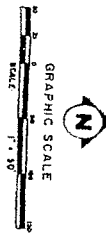
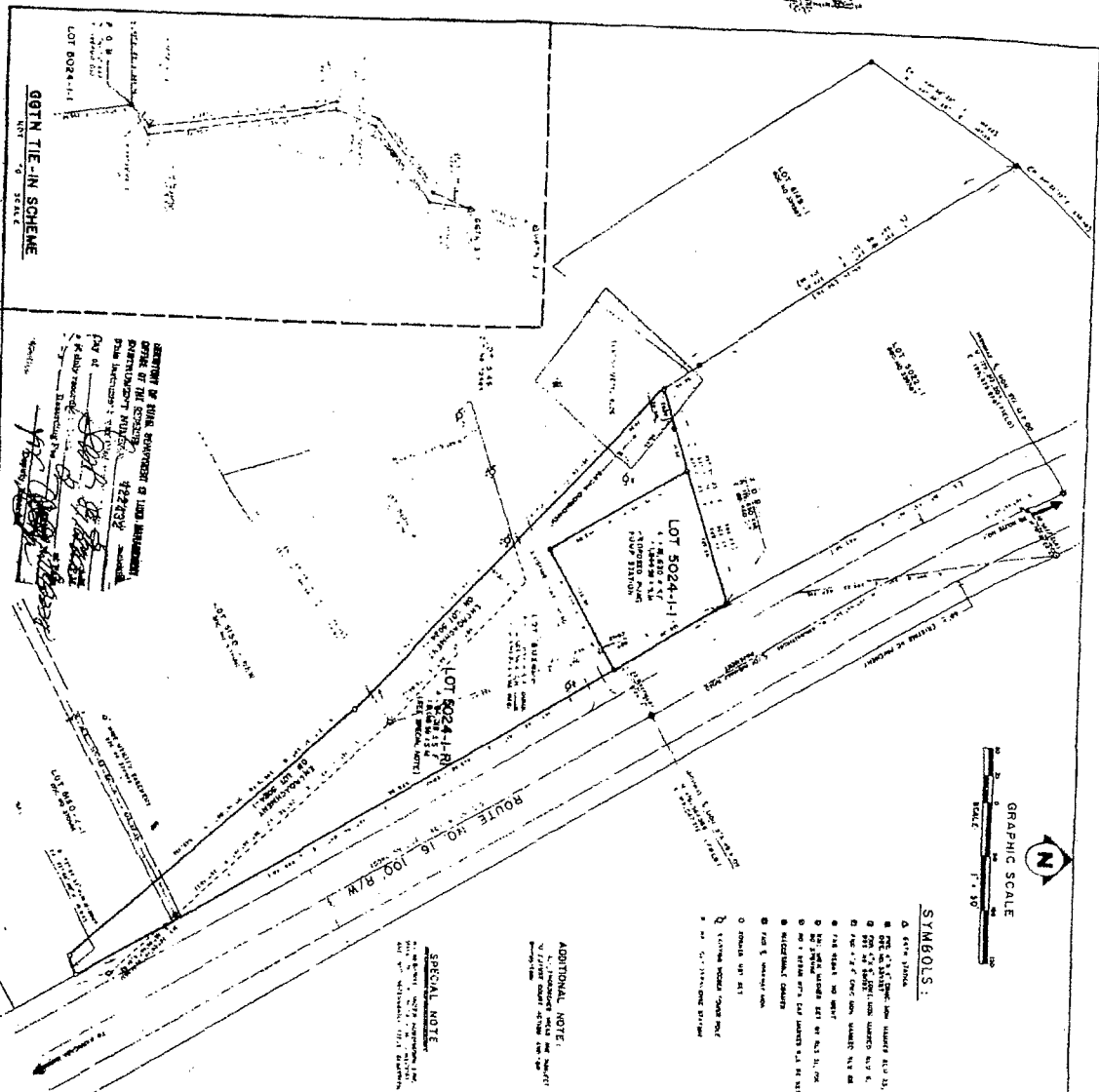
By: _____

LKC DEVELOPMENT CO.

By: 


RENE ONG


DIANA ONG



SYMBOLS:

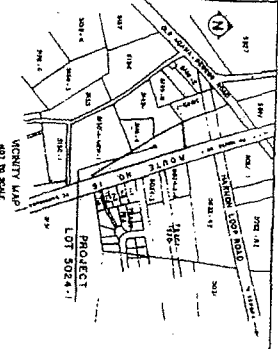
- 1. LOT BOUNDARIES
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- 3. LOT CORNERS
- 4. LOT AREA
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- 97. LOT PERIMETER
- 98. LOT DISTANCE
- 99. LOT BEARING
- 100. LOT AREA

ADDITIONAL NOTE:

See page 10 of this plan for additional notes and conditions.

SPECIAL NOTE:

See page 10 of this plan for additional notes and conditions.



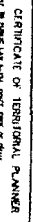
NOTES:

1. Survey was made by field methods as shown.
2. All bearings and distances are true to the ground.
3. All lot areas are computed by the double meridian method.
4. All lot perimeters are computed by the double meridian method.
5. All lot distances are computed by the double meridian method.
6. All lot bearings are computed by the double meridian method.
7. All lot areas are computed by the double meridian method.
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95. All lot areas are computed by the double meridian method.
96. All lot perimeters are computed by the double meridian method.
97. All lot distances are computed by the double meridian method.
98. All lot bearings are computed by the double meridian method.
99. All lot areas are computed by the double meridian method.
100. All lot perimeters are computed by the double meridian method.

CERTIFICATE OF TERRITORIAL SURVEYOR

I, the undersigned, being duly qualified and sworn, do hereby certify that the foregoing is a true and correct copy of the original survey as shown to me by the applicant.

[Signature]
 J. L. [Name]
 J. L. [Name]



CERTIFICATE OF SUBDIVISION

I, the undersigned, being duly qualified and sworn, do hereby certify that the foregoing is a true and correct copy of the original subdivision as shown to me by the applicant.

[Signature]
 J. L. [Name]
 J. L. [Name]

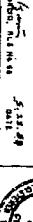


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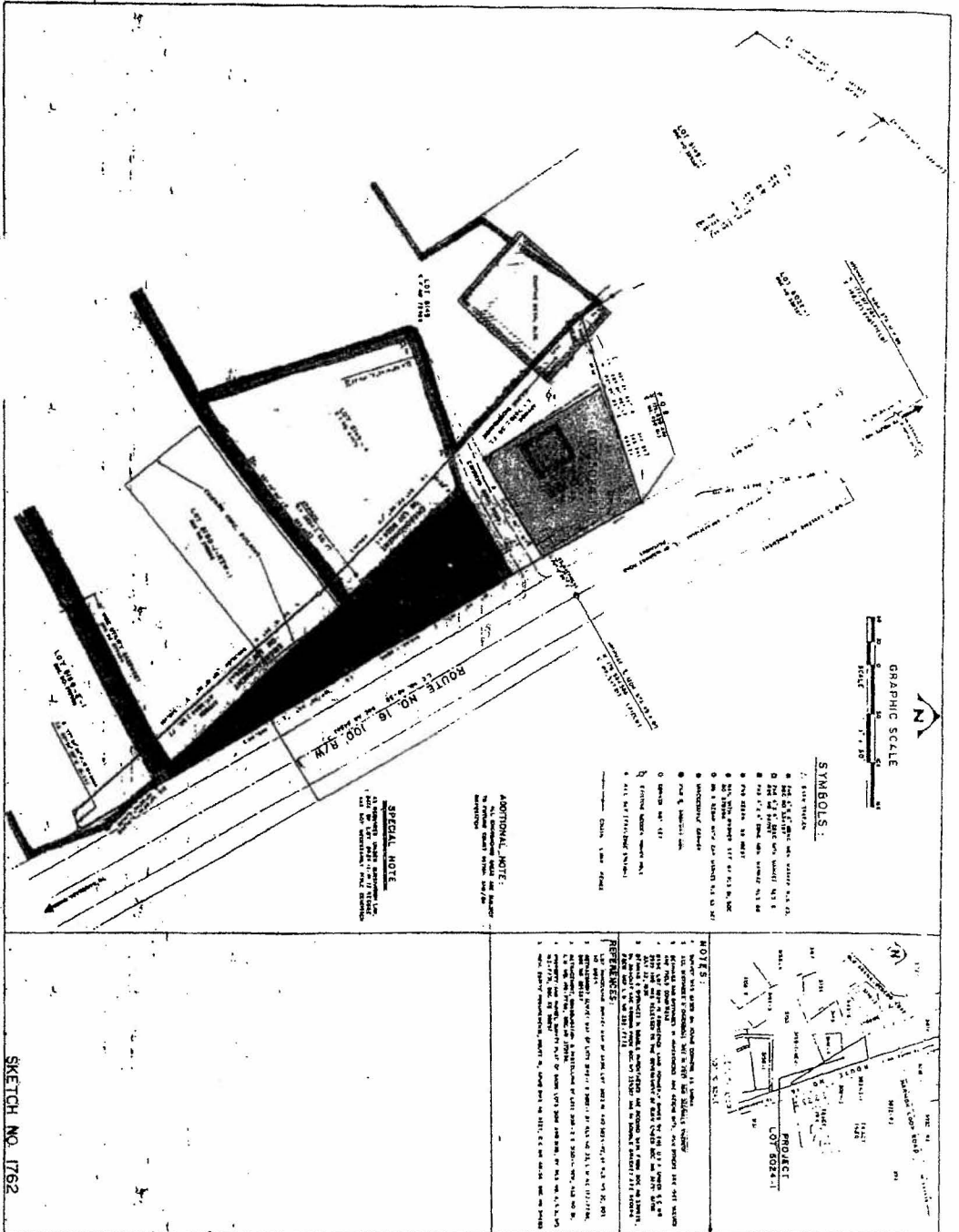


EXHIBIT A
 SKETCH NO. 1762
 REF. PLAN NO. 45247
 PROJECT FILE NO. 14-90 T 353

PERMANENT RECORDS
 EXHIBIT
 B

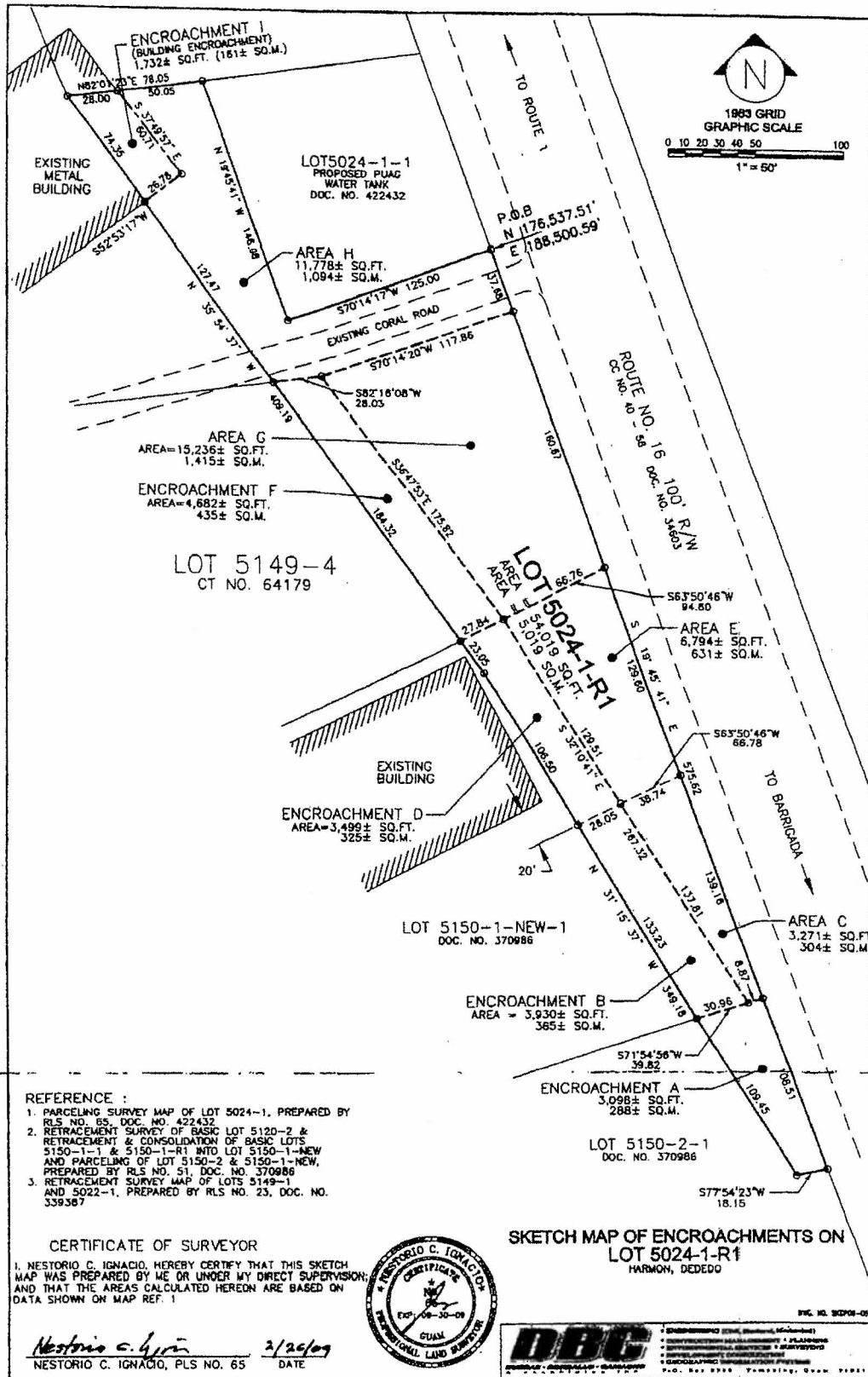



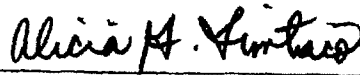
EXHIBIT
C

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

GOVERNMENT OF GUAM

By: 
Christopher M. Duenas, Director, DLM

APPROVED AS TO FORM:

By: 
Attorney General

JUDY R. UNTALAN

PATRICIA T. ROSARIO

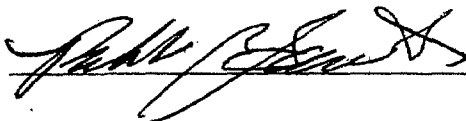
DOLORES R. BOARDMAN

LORENZO C. ROSARIO, JR.

GUAM WATERWORKS AUTHORITY

By: _____

LKC DEVELOPMENT CO.

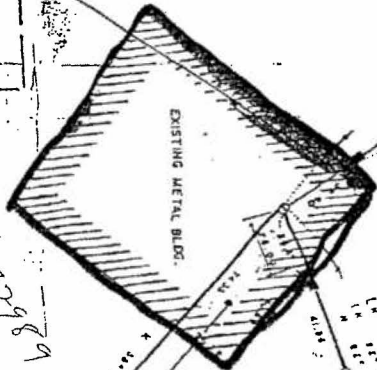
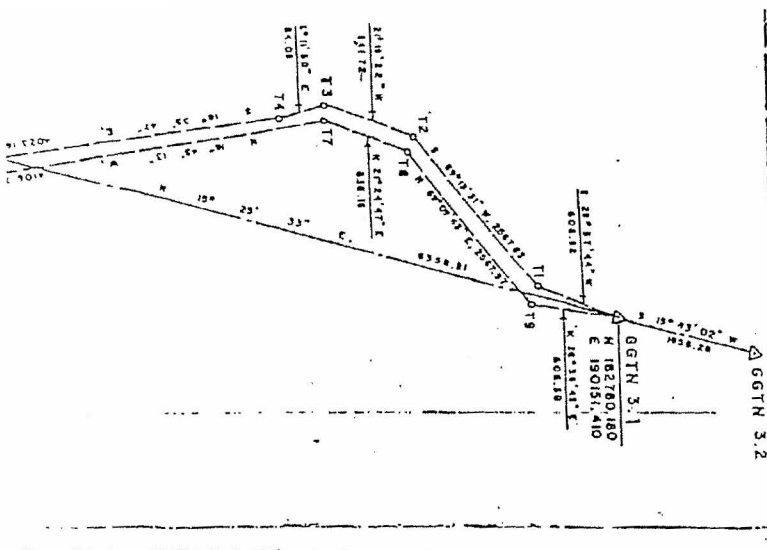
By: 

RENE ONG

DIANA ONG

DEPARTMENT OF LAND MANAGEMENT

ER
15/3/20
422733
Filed for record on
10/1/20
at 11:55 AM
S. Rep. [Signature]
Voucher No. 10333
Deputy Recorder



LOT 5149
C.T. NO. 72989

Lot 72989

Lot 64179
3/2/79

P.O. B. 118
R. 175, 450, 515
E. 100, 140, 105

A = R. 630' x 375'
PROPOSED PUMG
PUMP STATION

(SEE SPECIAL NOTE)

LOT 5150 - 1 - NEW - 1
Doc. No. 37096

ENGROUCHMENT
OR LOT 5024 (1)

ROUTE NO. 16
100' R/W

HIGHWAY E. 100' STR. 50' x 50'
R. 175, 56, 52, 285
E. 167, 5, 4, 2, 2, 5

- FIG. 5.
- CORNER
- EXISTING
- MAIL BE

ADL
A TO F
DISP
S
AS R
DATA
AND

EXHIBIT B

FILED
SUPERIOR COURT

JUL 3 2010

CLERK OF COURT
BY: _____

MARK E. COWAN, ESQ.
ARRIOLA, COWAN & ARRIOLA
259 Martyr St., Suite 201
Calvo-Arriola Building
P.O. Box X, Hagåtña, Guam 96932
Telephone: (671) 477-9730/9733
Telecopier: (671) 477-9734

Attorneys for LKC DEVELOPMENT, CO.

IN THE SUPERIOR COURT OF GUAM

JUDY R. UNTALAN,
PATRICIA T. ROSARIO,
DOLORES R. BOARDMAN and
LORENZO C. ROSARIO, JR.,

Plaintiffs,

vs.

GOVERNMENT OF GUAM,

Defendant.

CIVIL CASE NO. CV1894-93

(Proposed)
JUDGMENT

GOVERNMENT OF GUAM,

Third-Party Plaintiff,

vs.

LKC DEVELOPMENT CO.,
RENE ONG and DIANA ONG,
JUDY R. UNTALAN,
PATRICIA T. ROSARIO,
DOLORES R. BOARDMAN and
LORENZO C. ROSARIO, JR.,
EASTWARD INTERNATIONAL, INC.,
GUAM WATERWORKS AUTHORITY,
and PERSONS UNKNOWN,

Third-Party Defendants.

ROBERT MANTANONA, LLP

Date: 06/07/2010
Time: 4:14pm
Initials: RM

Upon motion of Judy R. Untalan, Patricia T. Rosario, Dolores R. Boardman and Lorenzo C. Rosario, Jr., Government of Guam, Guam Waterworks Authority, LKC

Development Co. and Rene and Diana Ong, and sufficient cause appearing, the Court hereby enters Judgment in this action as follows:

1. The Settlement Agreement made and entered into among the following parties to this action to wit: GOVERNMENT OF GUAM, JUDY R. UNTALAN, PATRICIA T. ROSARIO, DOLORES R. BOARDMAN and LORENZO C. ROSARIO, JR. ("Rosario"), GUAM WATERWORKS AUTHORITY ("GWA"), LKC DEVELOPMENT CO. ("LKC"), a Guam Partnership, RENE and DIANA ONG (the "Ongs"), a copy of which is attached to the Declaration of Mark E. Cowan, the provisions of which are incorporated by this reference is adopted as the Judgment of this Court as among such parties.

2. The Court retains jurisdiction of this action for purposes of enforcing such Settlement Agreement and Judgment.

3. All claims among such parties or any of them and Eastward International, Inc. the sole other party to this action are dismissed without prejudice.

Dated: JUN 02 2010.

Original Signed By:
Hon. Elizabeth Barrett-Anderson

HON. ELIZABETH BARRETT-ANDERSON
JUDGE, SUPERIOR COURT OF GUAM

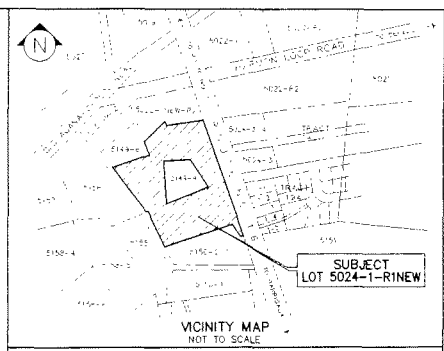
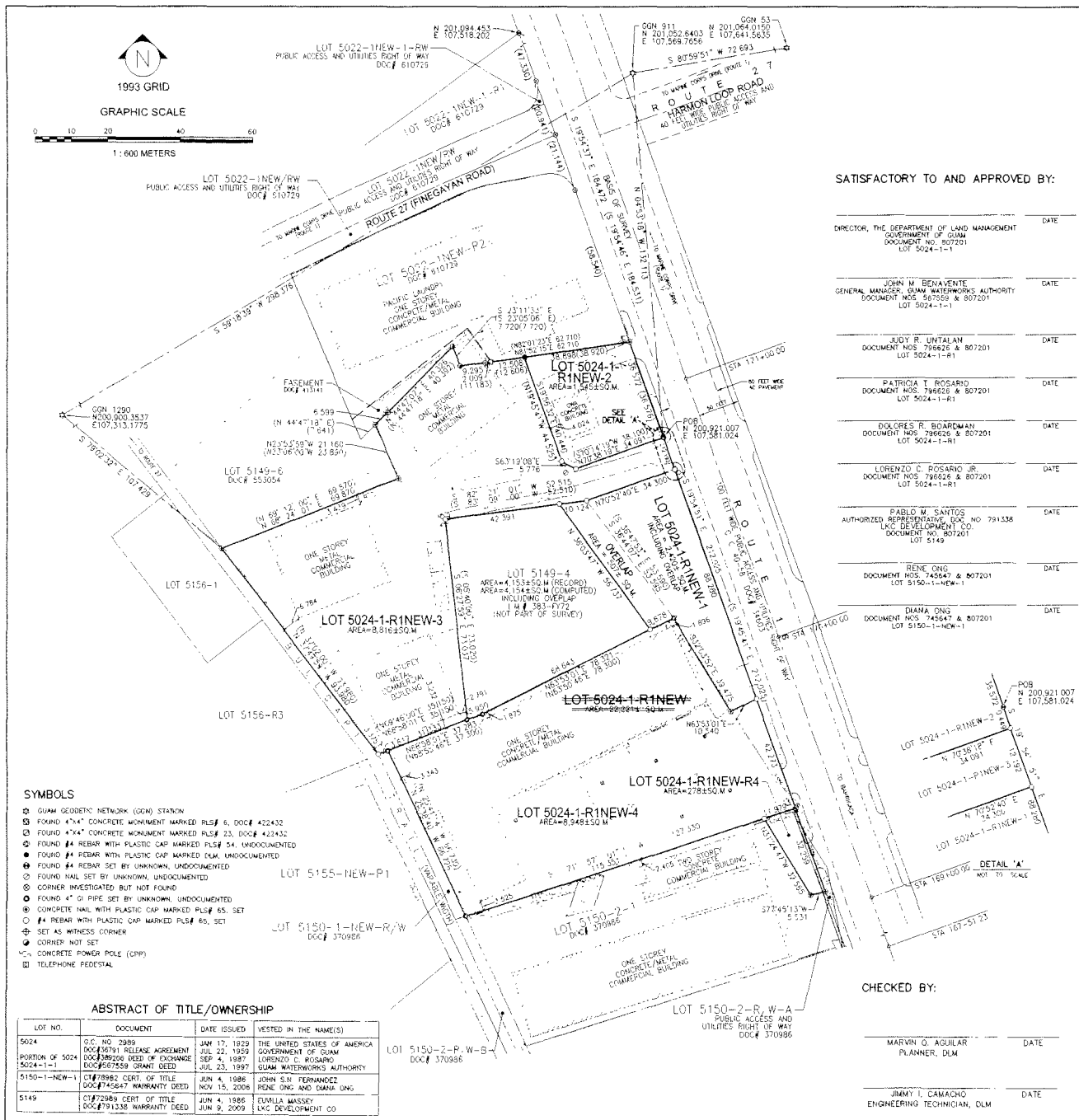
I do hereby certify that the foregoing is a full true and correct copy of the original on file in the office of the clerk of the Superior Court of Guam.
Dated at Hagoña, Guam

JUN - 3 2010



Glenric J. Mendibala
Deputy Clerk, Superior Court of Guam

EXHIBIT C



SATISFACTORY TO AND APPROVED BY:

NAME	DATE
DIRECTOR, THE DEPARTMENT OF LAND MANAGEMENT GOVERNMENT OF GUAM DOCUMENT NO. 807201 LOT 5024-1-1	
JOHN M. BEVAVENTE GENERAL MANAGER, GUAM WATERWORKS AUTHORITY DOCUMENT NOS. 587559 & 807201 LOT 5024-1-1	
JUDY R. UNTALAN DOCUMENT NOS. 798626 & 807201 LOT 5024-1-R1	
PATRICIA T. ROSARIO DOCUMENT NOS. 798626 & 807201 LOT 5024-1-R1	
DOLORES R. BOARDMAN DOCUMENT NOS. 798626 & 807201 LOT 5024-1-R1	
LORENZO C. ROSARIO JR. DOCUMENT NOS. 798626 & 807201 LOT 5024-1-R1	
PABLO M. SANTOS AUTHORIZED REPRESENTATIVE, DDC LKC DEVELOPMENT CO. DOCUMENT NO. 807201 LOT 5149	
RENE ONG DOCUMENT NOS. 745647 & 807201 LOT 5150-1-NEW-1	
DRANA ONG DOCUMENT NOS. 745647 & 807201 LOT 5150-1-NEW-1	

REFERENCE:

- REAL ESTATE REQUIREMENT SURVEY OF PUBLIC UTILITY AGENCY OF GUAM ROUTE 16 WASTEWATER PUMP STATION PARCELING SURVEY OF LOT 5024-1, BY PLS# 65.
- L.M. CHECKED NO. 144-FY88, DOC# 423432
- RETRACEMENT SURVEY MAP OF LOT 5022-1-NEW-1-R1, LOT 5022-1-NEW-R2, LOT 5022-1-NEW-1-R/W, LOT 5022-1-NEW-R/W AND LOT 5022-1-NEW-2-R/W PREPARED BY PLS# 19, L.M. CHECKED NO. 200-FY99, DOC# 610729
- RETRACEMENT SURVEY OF BASIC LOT 5150-1 & RETRACEMENT & CONSOLIDATION OF BASIC LOTS 5150-1-1 & 5150-1-1-R1 INTO LOT 5150-1-NEW AND PARCELING OF LOT 5150-2 & LOT 5150-1-NEW, PREPARED BY PLS# 51, L.M. CHECKED NO. 145-FY86, DOC# 370986
- PROPERTY MAP OF LOT 5149-4, PREPARED BY PLS# 27, L.M. CHECKED NO. 383-FY72, UNRECORDED
- TECHNICAL DESCRIPTION OF LOT 5149-4 AS SHOWN ON DEED OF SALE, DOC# 14868
- SETTLEMENT AGREEMENT BY AND BETWEEN THE GOVERNMENT OF GUAM, JUDY R. UNTALAN, PATRICIA T. ROSARIO, DOLORES R. BOARDMAN AND LORENZO C. ROSARIO, JR., GUAM WATERWORKS AUTHORITY, LKC DEVELOPMENT CO. AND RENE AND DRANA ONG, DOC# 807201
- GRANT OF EASEMENT, DOC# 413141
- LOT 5149 DEED OF SALE, DOC# 14866

NOTES:

- SURVEY WAS BASED ON FOUND CORNERS AS SHOWN
- ALL DISTANCES ARE IN METERS UNLESS OTHERWISE NOTED
- BEARINGS IN PARENTHESES AND RECORD DATA: ALL OTHERS ARE 1993 VALUES AND FIELD CONDITIONS
- SUBJECT LOTS ARE WITHIN THE NORTHERN ADJUSTER
- SUBJECT LOTS ARE ZONED M-1 PER 1987 OFFICIAL ZONING MAP F367538, AS AMENDED UNDER AMENDMENT 4 IN MAY 1999
- AS-BUILT AS SHOWN EXCEPT AS OF APPROVAL OF THIS MAP

CERTIFICATE OF GUAM CHIEF SURVEYOR
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 _____ DAY OF _____ 2000.

PAUL L. SANTOS, PLS # 65
GUAM CHIEF SURVEYOR / CHIEF OF CADASTRE

CERTIFICATE OF GUAM CHIEF PLANNER
APPROVAL PURSUANT TO TITLE 21 GUAM CODE ANNOTATED, CHAPTER 62, SUBSECTION LAW AND PUBLIC LAW 28-126

CARLOS R. UNTALAN
GUAM CHIEF PLANNER

CERTIFICATE OF SURVEYOR
I, NESTORIO C. IGNACIO, HEREBY CERTIFY THAT THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, THAT IT IS BASED ON A FIELD SURVEY MADE IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS THAT I AM RESPONSIBLE FOR THE ACCURACY OF ALL DATA AND INFORMATION SHOWN HEREON. I FURTHER CERTIFY THAT ALL THE NEIGHBORS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED ON THIS MAP.

NESTORIO C. IGNACIO, PLS # 65
DATE

REV.	BY	DESCRIPTION	APPROVED	DATE

RE-SUBDIVISION SURVEY MAP OF LOT 5024-1-R1NEW
MUNICIPALITY OF TAMPUNING (FORMERLY MUNICIPALITY OF DEDEDO) SEC. 1 & 2

SURVEY DATA	DATE	LOT DATA
FIELD	MMS 07/22/10	LOT
BOOK NO	-	CERT. OF TITLE #
COMPUTED	EMP 04/20/11	REGISTERED ON
DRAWN	EMP 04/20/11	IN THE NAME OF:
RESEARCHED	FD 01/20/11	
CHECKED	NG 04/21/11	

SATISFACTORY TO & APPROVED BY: _____ DATE _____

PLAN

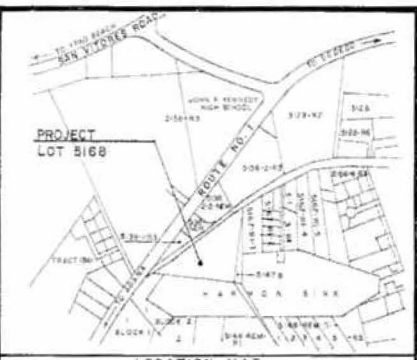
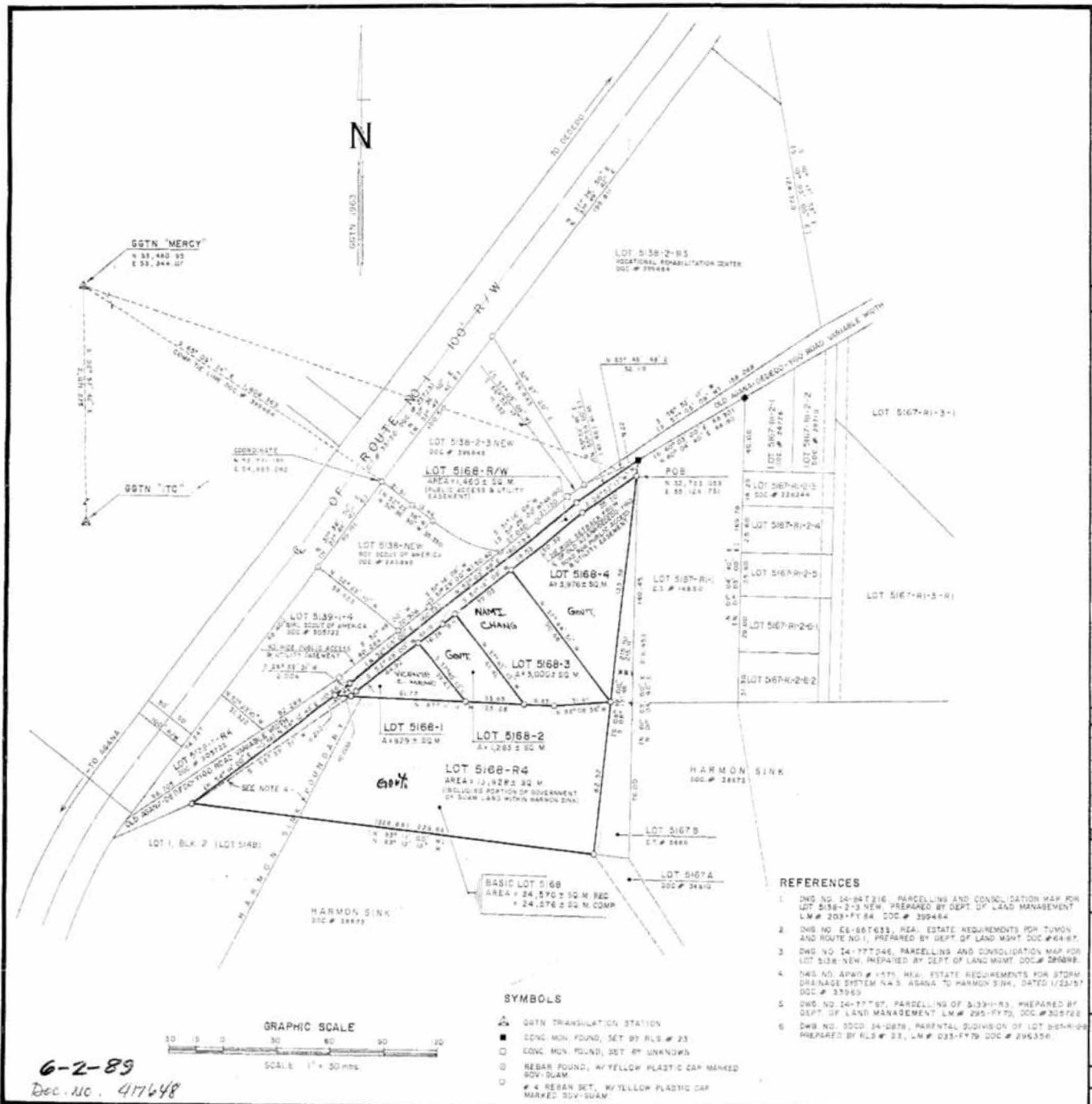
DWG # DCAI-5-0P10-13 SCALE 1"=100' SHT 3 OF 3 L.M. CHECKED # 015-FY2011

- SYMBOLS**
- GN: GUAM GEODETIC NETWORK (GGN) STATION
 - 4"x4" CONCRETE MONUMENT MARKED PLS# 6, DOC# 423432
 - 4"x4" CONCRETE MONUMENT MARKED PLS# 23, DOC# 423432
 - REBAR WITH PLASTIC CAP MARKED PLS# 54, UNDOCUMENTED
 - REBAR WITH PLASTIC CAP MARKED PLS# 54, UNDOCUMENTED
 - REBAR SET BY UNKNOWN, UNDOCUMENTED
 - REBAR SET BY UNKNOWN, UNDOCUMENTED
 - CORNER INVESTIGATED BUT NOT FOUND
 - 4" GI PIPE SET BY UNKNOWN, UNDOCUMENTED
 - CONCRETE NAIL WITH PLASTIC CAP MARKED PLS# 65, SET
 - REBAR SET BY UNKNOWN, UNDOCUMENTED
 - SET AS WITNESS CORNER
 - CORNER NOT SET
 - CONCRETE POWER POLE (OPP)
 - TELEPHONE PEDESTAL

ABSTRACT OF TITLE/OWNERSHIP

LOT NO.	DOCUMENT	DATE ISSUED	VESTED IN THE NAME(S)
5024	O.C. NO. 2989 DOC#807011 RELEASE AGREEMENT PORTION OF 5024 5024-1-1	JAN 17, 1929 JUL 22, 1959 SEP 4, 1987	THE UNITED STATES OF AMERICA GOVERNMENT OF GUAM LORENZO C. ROSARIO
5150-1-NEW-1	DOC#57559 GRANT DEED CIT#7982 CERT. OF TITLE DOC#745847 WARRANTY DEED	JUL 23, 1997 JUN 4, 1986 NOV 15, 2008	GUAM WATERWORKS AUTHORITY JOHN ST. FERNANDEZ RENE ONG AND DRANA ONG
5149	CIT#72969 CERT. OF TITLE DOC#791338 WARRANTY DEED	JUN 4, 1986 JUN 9, 2009	EVALLA MASSEY LKC DEVELOPMENT CO

EXHIBIT D



LOCATION MAP NOT 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 BASED ON 1983 VALUE ALL IN PARENTHESES ARE RECORD DATA
4. DOC # 25873, SPECIFIED THAT THE AREA COVERED BY THE HARMON SINK WITHIN LOT 5168 IS ONLY 0.738 SQUARE METERS MORE OR LESS, NEAR THE EXCESS OF 2.182 SQUARE METERS MORE OR LESS IS STILL A PORTION OF GOVERNMENT OF GUAM LAND.

CERTIFICATIONS

I, VICARIO B. CARINO, HEREBY CERTIFY THAT THIS MAP WAS PREPARED UNDER MY DIRECT SUPERVISION, THAT IT IS BASED UPON A FIELD SURVEY MADE IN FEBRUARY 1989, AND THAT IT MEETS ALL THE REQUIREMENTS OF CHAPTER 3, TITLE XIV, OF THE GOVERNMENT CODE OF GUAM AND REGULATIONS THEREUNDER.

Vicario B. Carino 11/22/89
TERRITORIAL SURVEYOR (ASST.) DATE

APPROVAL PURSUANT TO PUBLIC LAW 8-134 TITLE 19 GOVERNMENT CODE OF GUAM

Felix P. Rodriguez 11/22/89
TERRITORIAL PLANNER DATE

APPROVED BY
Yong B. Bero 11-22-89
DIRECTOR OF LAND MANAGEMENT DATE

SURVEY DATA			ABSTRACT OF TITLE	
SUBJECT	BY	DATE	BASIC LOT	5168
JOB NUMBER	426-3-89	MARCH 1989	SECT OF TITLE	G.C. # 314
RESEARCHED	S.T.O. / M.C.	APRIL 1989	REGISTERED ON	MAR. 11, 1929
FIELD BOOK	S.T.O. / M.C.	APRIL 1989	IN NAME OF	DOC # 25219
FIELD BY	INTERVIEW	APRIL 1989	GOVERNMENT OF	GUAM
FIELD SUPV.	S.T. ORTEGA	MAY 1989		
COMPUTED	S.T. ORTEGA	MAY 1989		
DRAWN	J.D. SAAC	MAY 1989		
CHECKED BY	V.B. CARINO	MAY 1989		

REV. DATE	BRIEF DESCRIPTION	BY	DATE APPROVED

PARCELLING SURVEY MAP OF
LOT 5168
TAMUNING, MUNICIPALITY OF DEDEDO
LS [3] SEC. 1 — LS [5] SEC. 2

GOVERNMENT OF GUAM
DEPARTMENT OF LAND MANAGEMENT
LAND SURVEY DIVISION

SCALE 1" = 30 mtrs. DRAWING NUMBER
L.M. CHECKED NO. LAND MANAGEMENT
SHEET 1 OF 1 201-FY89 14-89T 330

6-2-89
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