



Office of the Governor of Guam

P.O. Box 2950 Hagåtña, Guam 96932

TEL: (671) 472-8931 • FAX: (671) 477-4826 • EMAIL: governor@mail.gov.gu

Felix P. Camacho
Governor

Michael W. Cruz, M.D.
Lieutenant Governor

0 1 FEB 2007

The Honorable Mark Forbes
Speaker
Mina' Bente Nuebe Na Liheslaturan Guåhan
155 Hessler Street
Hagåtña, Guam 96910

Dear Mr. Speaker:

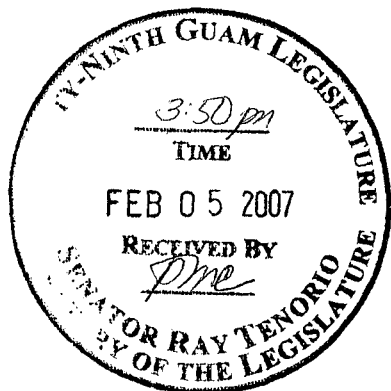
Transmitted herewith is Bill No. 408(EC), "AN ACT TO ZONE THE PREVIOUSLY UNZONED LOT NO. 429-3 IN ASAN TO AN AGRICULTURAL ("A") ZONE" which I signed into law on January 29, 2007, as **Public Law 28-181**.

Sinseru yan Magåhet,

FELIX P. CAMACHO
I Maga'låhen Guåhan
Governor of Guam

Attachment: copy attached of signed bill

cc: The Honorable Ray Tenorio
Senator and Secretary of the Legislature



133

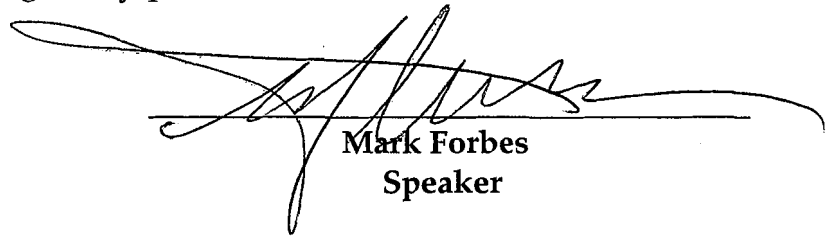
Office of the Speaker
MARK FORBES
Date: 2/2/07
Time: 11 a.m.
2.181-
29-07-0133

Handwritten notes: *Handwritten*
15:14 PM
2/5/07

I MINA'BENTE OCHO NA LIHESLATURAN GUÅHAN
2006 (SECOND) Regular Session

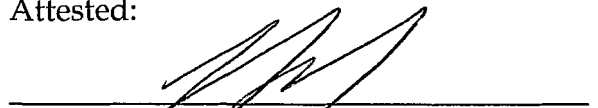
CERTIFICATION OF PASSAGE OF AN ACT TO I MAGA'LAHEN GUÅHAN

This is to certify that Bill No. 408 (EC), "AN ACT TO ZONE THE PREVIOUSLY UNZONED LOT NO. 429-3 IN ASAN TO AN AGRICULTURAL ("A") ZONE," as amended, was on the 29th day of December, 2006, duly and regularly passed.



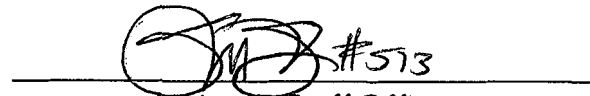
Mark Forbes
Speaker

Attested:




Edward J.B. Calvo
Senator and Secretary of the Legislature

This Act was received by *I Maga'lahaen Guåhan* this 30 day of Dec, 2006, at
1:30 o'clock P.M.



#513
Assistant Staff Officer
Maga'lahaen's Office

APPROVED:



FELIX P. CAMACHO
I Maga'lahaen Guåhan

Date: 29 JAN 2007

Public Law No. 28-181

I MINA'BENTE OCHO NA LIHESLATURAN GUÅHAN
2006 (SECOND) Regular Session

Bill No. 408(EC)

As amended.

Introduced by:

Mark Forbes
F. B. Aguon, Jr.
J. M.S. Brown
Edward J.B. Calvo
B. J.F. Cruz
Mike Cruz
L. F. Kasperbauer
R. Klitzkie
J. A. Lujan
A. B. Palacios, Sr.
R. J. Respicio
Ray Tenorio
A. R. Unpingco
J. T. Won Pat

**AN ACT TO ZONE THE PREVIOUSLY UNZONED LOT NO.
429-3 IN ASAN TO AN AGRICULTURAL ("A") ZONE.**

1 **BE IT ENACTED BY THE PEOPLE OF GUAM:**

2 **Section 1. Legislative Findings and Intent.** *I Liheslaturan Guåhan* finds
3 that the estate of the late Vicente A. Limtiaco, former Commissioner of Piti, was
4 deeded back to the Limtiaco family in 1993 by the Guam Ancestral Lands
5 Commission, pursuant to Guam Public Laws 22-145, 23-23, 23-141, 25-45, 25-178,
6 26-36 and 26-100, which require that excess federal properties turned over to the
7 government of Guam be transferred to the estates of the original land owners pursuant
8 to P.L. 25-145.

1 Therefore, the family of the late Vicente A. Limtiaco now looks forward to
2 building new homes on Lot 429-3. Currently, the lot is unzoned and the family is not
3 able to get a building permit from the Department of Public Works until the land is
4 zoned. The said lot to be zoned is listed under the excess land conveyed to the
5 Government of Guam Instrument No. 623928 on June 30, 2000, containing: Lot Asan
6 Annex Parcel 2: that certain real property situated in Guam, in the municipality of
7 Asan, consisting of approximately 17.14 acres of land, more particularly described in
8 exhibit "A" of the quitclaim deed recorded under 623928 at the Department of Land
9 Management on July 6, 2000.

10 **Section 2. Lot Rezoning.** Notwithstanding any provision of law, Lot No.
11 429-3, as described above, is hereby zoned to Agricultural ("A") zone.

File for record is Instrument No. 676157
on the year 03 Month 04 Day 04 Time 10:47
Recording Fee 11- Receipt No. 1297374
Deny to: Jane Yamasaki

QUITCLAIM DEED

RECITALS

WHEREAS, Guam Public Laws 22-145, 23-23, 23-141, 25-45, 25-178, 26-36 and 26-100 which require that excess federal properties that are reacquired by the Government of Guam be returned to the estate of the original landowners;

WHEREAS, pursuant to Guam Public Law 25-45, the Guam Ancestral Lands Commission was created as the entity to transfer the returned excess federal properties to the original landowners;

WHEREAS, pursuant to a Quitclaim Deed executed on June 30, 2000, recorded with the Department of Land Management on July 6, 2000, in which the UNITED STATES GOVERNMENT, by and through the OFFICE OF THE ADMINISTRATOR OF GENERAL SERVICES, conveyed excess land to the GOVERNMENT OF GUAM, under Instrument No. 623928 on June 30, 2000, containing:

Lot Asan Annex Parcel 2: that certain real property situated in Guam, in the municipality of Asan, consisting of approximately 17.14 acres of land, more particularly described in exhibit "A" of the quitclaim deed recorded under 623928 recorded at the Department of Land Management on July 6, 2000.

WHEREAS, pursuant to a Grant Deed executed on October 17, 2000 and recorded with the Department of Land Management, on October 19, 2000,

GOVERNMENT OF GUAM, under Instrument No. 628549, on October 17, 2000, conveyed said lot to the GUAM ANCESTRAL LANDS COMMISSION;

WHEREAS, pursuant to Public Law 25-178 the Guam Ancestral Land Commission held a title hearing on May 2, 2003 on 429-3 Asan, as referenced and taken in Civil Case No. 7-50.

WHEREAS, a Written Determination was issued by the Board of Commissioners of the Guam Ancestral Lands Commission on May 8, 2003, recognizing the **HEIRS** of Ancestral Landowner Vicente A. Limtiaco as rightful owners of:

Lot 429-3, Asan as referenced and taken in Civil Case No. 7-50 as contained in:

Lot Asan Annex Parcel 2: that certain real property situated in Guam, in the municipality of Asan, consisting of approximately 17.14 acres of land, more particularly described in exhibit "A" of the quitclaim deed recorded under 623928 recorded at the Department of Land Management on July 6, 2000.

WHEREAS, in recognition and furtherance of its stated policies and duties, therefore, and pursuant to the authority of Guam Public Laws 22-145, 23-23, 23-141, 25-45, 25-178, 26-36 and 26-100 the GRANTOR on behalf of itself for ONE DOLLAR (\$1.00) plus other good and valuable consideration, the receipt of which is hereby acknowledged unto the **HEIRS** of Vicente A. Limtiaco, (hereinafter referred to collectively as "GRANTEES").

WHEREAS, Grantor hereby does not warrant ingress or egress from or to said property with the exceptions of known dedicated public right of ways and public

easements if they so exist prior to the execution of this Deed. Grantor further does not warrant or establish the size, boundaries and property lines and Grantees take said property in regards to size and boundaries subject to survey.

TO ALL TO WHOM THESE PRESENTS MAY COME, GREETINGS:

KNOW YE that the GUAM ANCESTRAL LANDS COMMISSION, whose address is 588 West Marine Drive, Suite 101, Anigua, Guam and whose mailing address is P.O. Box 2950, Hagatna, GU 96932.

DO HEREBY GRANT, RELEASE and FOREVER **quitclaim** unto the **HEIRS** of Vicente A. Limtiaco, successors and assigns, without a warranty, express or implied, under or subject to the reservations, limitations, reversions, restrictions, covenants that run with the land, conditions and exceptions as expressed and set out in that certain Quitclaim Deed between the UNITED STATES and the GOVERNMENT OF GUAM dated June 30, 2000, recorded at the Department of Land Management under Instrument No. 623928 on July 6, 2000, incorporated by reference, and unto the Grantees' successors and assigns without liability, expressed or implied, under and subject to the reservations, limitations, reversions, restrictions, covenants, conditions and exceptions as expressed and set out in the certain Grant Deed between the GOVERNMENT OF GUAM and the GUAM ANCESTRAL LANDS COMMISSION dated October 17, 2000, recorded at the Department of Land Management under Instrument No. 628549 on October 19, 2000, incorporated by reference, any and all of Grantor's present and future interest in that certain real property located on Guam better described more particularly as:

A portion of Lot 429-3 Asan referenced and condemned in civil case 7-50 and any lots subsequently partitioned, renamed or

renumbered of which is contained in federal excess Lot Asan Annex Parcel 2: that certain real property situated in Guam, in the municipality of Asan, consisting of approximately 17.14 acres of land, more particularly described in exhibit "A" of the quitclaim deed recorded under 623928 recorded at the Department of Land Management on July 6, 2000.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversions, improvements, easements, vehicular rights-of-way, footpaths, buildings, facilities, fixtures, tenements, privileges, remainders, rents, issues and profits thereof; and all the estate, right, title, ~~interest, claim or demand whatsoever of Grantors either in law or in equity, of, in and to~~ the above-bargained premises.

TO HAVE AND TO HOLD, GRANTOR conveys subject property to GRANTEES so long as GRANTEES use the property for public benefit use, as prescribed by the Guam Excess Lands Act, U.S. Public Law 103-339, 108 Stat. 3116 (1994), Guam Public Laws 22-145, 23-23, 23-141, 25-45 (Chapter 80 of Title 21 G.C.A.), 25-178, 26-36 and 26-100.

TO HAVE AND TO HOLD the same unto the aforementioned Grantees, their heirs, successors and assigns, forever, **TOGETHER WITH** all the privileges and appurtenances to the same belonging, and all the rents, issues, and profits thereof, **SUBJECT TO THE RESERVATIONS, COVENANTS, LIMITATIONS, REVERSIONS, EXCEPTIONS, RESTRICTIONS AND CONDITIONS** as set forth in this instrument as well as that certain Grant Deed between the UNITED STATES and the GOVERNMENT OF GUAM dated June 30, 2000, Instrument No. 623928 recorded at the Department of Land Management on July 6, 2000, and incorporated by reference.

TO HAVE AND TO HOLD the same unto the aforementioned Grantees, their heirs, successors and assigns, forever, **TOGETHER WITH** all the privileges and appurtenances to the same belonging, and all the rents, issues, and profits thereof, **SUBJECT TO THE RESERVATIONS, COVENANTS, LIMITATIONS, REVERSIONS, EXCEPTIONS, RESTRICTIONS AND CONDITIONS** as set forth in this instrument as well as that certain Grant Deed between the **GOVERNMENT OF GUAM** and the **GUAM ANCESTRAL LANDS COMMISSION** dated October 17, 2000, Instrument No. 628549, recorded at the Department of Land Management on October 19, 2000, and incorporated by reference.

BY ACCEPTANCE OF THIS DEED OR ANY RIGHTS HEREUNDER, the **GRANTEES** assume the obligations of, and covenants to abide by, and agree to the terms of this transfer subject to the following conditions, reservations and restrictions set forth in this instrument as well as that certain Quitclaim Deed between the **UNITED STATES** and the **GOVERNMENT OF GUAM**, dated June 30, 2000, Instrument No. 623928, recorded at the Department of Land Management on July 6, 2000, and incorporated by reference, which shall be perpetual and run with the land; provided, that the property transferred herein may be successively transferred only with the proviso that any such subsequent transfer shall be subject to the transferee's assumption of all the obligations imposed upon the **GRANTEES** by the provisions of this instrument as well as that certain Quitclaim Deed between the **UNITED STATES** and the **GOVERNMENT OF GUAM** dated June 30, 2000, Instrument No. 623928, recorded at the Department of Land Management on July 6, 2000, and incorporated by reference.

BY ACCEPTANCE OF THIS DEED OR ANY RIGHTS HEREUNDER, the GRANTEES assume the obligations of, and covenants to abide by, and agree to the terms of this transfer subject to the following conditions, reservations and restrictions set forth in this instrument as well as that certain Grant Deed between the GOVERNMENT OF GUAM and the GUAM ANCESTRAL LANDS COMMISSION, dated October 17, 2000, Instrument No. 628549, recorded at the Department of Land Management on October 19, 2000, and incorporated by reference, which shall be perpetual and run with the land; provided, that the property transferred herein may be successively transferred ~~only with the proviso that any such subsequent transfer shall be subject to the transferee's assumption of all the obligations imposed upon the GRANTEES by the provisions of this instrument as well as that certain Quitclaim Deed between the GOVERNMENT OF GUAM and the GUAM ANCESTRAL LANDS COMMISSION dated October 17, 2000, Instrument No. 628549, recorded at the Department of Land Management on October 19, 2000, and incorporated by reference.~~

BY ACCEPTANCE OF THIS DEED OR ANY RIGHTS HEREUNDER, the Grantees on behalf of the ancestral landowners hereby surrender, release and extinguishes all rights and interest in relation to the ancestral landowner's claim to the portion of the property returned, thereby permanently extinguishing all rights and interest and claims to the property pursuant to and as mandated by P.L. 25-178.

All of the provisions, conveyances, grants and descriptions contained in the Quitclaim Deed are distinct and severable, and if any provision, conveyance, grant or description is deemed to be illegal, void, or unenforceable, it shall independently be

severed there from and shall not affect the validity, legality, or enforceability of any other provision, conveyance, grant, description, or portion thereof.

Water and power are not immediately available on the property listed above nor within one hundred (100) feet from the property. Grantees understand that they will be responsible for the hookup of water and power at their own expense. The Government is not required to pay for the water and power hookup.

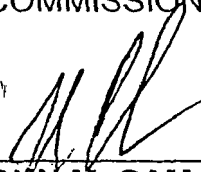
IN WITNESS WHEREOF, we have hereunto set our hands on this 20th day of May, 2003, in Hagatna, Guam.

GRANTORS:


GUAM ANCESTRAL
LANDS COMMISSION

GUAM ANCESTRAL
LANDS COMMISSION

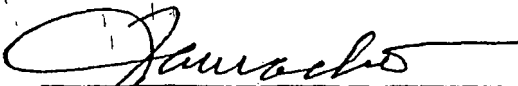
By: _____

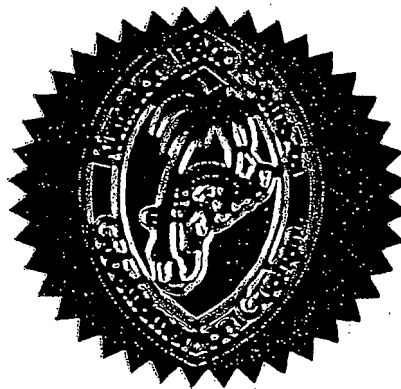

JOHN M. CAMACHO
Chairman of the
Board of Commissioners

By: _____


CATHERINE F. McCOLLUM
Secretary of the
Board of Commissioners

CONCUR BY:


HONORABLE FELIX P. CAMACHO
Governor of Guam



HAGÁTÑA, GUAM) ss:

On this 30th day of May, 2003, before me, a Notary Public, in and for the Territory of Guam, personally appeared JOHN M. CAMACHO, the Chairman of the Board of Commissioners for Guam Ancestral Lands Commission, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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



[Handwritten Signature]

Notary Public

JOEY G. LEON GUERRERO
Notary Public
In and for Guam, U.S.A.
My Commission Expires: October 15, 2005
P.O. Box 2950, Hagatna, Guam 96932

HAGÁTÑA, GUAM) ss:

On this 30th day of May, 2003, before me, a Notary Public, in and for the Territory of Guam, personally appeared CATHERINE F. McCOLLUM, the Secretary of the Board of Commissioners of the Guam Ancestral Lands Commission, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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



[Handwritten Signature]

Notary Public

JOEY G. LEON GUERRERO
Notary Public
In and for Guam, U.S.A.
My Commission Expires: October 15, 2005
P.O. Box 2950, Hagatna, Guam 96932

ADDENDUM TO QUITCLAIM DEED

Pursuant to Executive Order 2002-19, promulgated on August 13, 2002, the following indemnity provision is added and incorporated as if contained therein to the Quitclaim Deed for Lot 429-3, Asan, granted by the Guam Ancestral Lands Commission to the heirs of Vicente A. Limtiaco.

Claimants, heirs, assigns, recipients, agree to indemnify and to hold harmless the Guam Ancestral Lands Commission, its officers, directors, employees, consultants, and attorneys, free and harmless from any and all liability, claims, loss, damages, or expenses resulting from the return of the land to the original landowners, or lawful heirs, in the "as is" condition, including, but not limited to, claims, loss, damages, or expenses due to the land being returned without viable or legal access, without utilities, and without zoning.

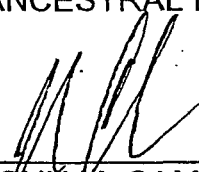
GRANTEE:

APPROVED:

GUAM ANCESTRAL LANDS COMMISSION

Maretha L. Speight
MARETHA L. SPEIGHT

By: _____


JOHN M. CAMACHO
Chairman, Board of Commissioners

HAGÁTÑA, GUAM) ss:

On this 3rd day of June, 2003, before me, a Notary Public, in and for Guam U.S.A., personally appeared JOHN M. CAMACHO, the Chairman of the Board of Commissioners for the Guam Ancestral Lands Commission, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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





Notary Public


JOEY G. LEON GUERRERO
Notary Public
In and for Guam, U.S.A.
My Commission Expires: October 15, 2005
P.O. Box 2950, Hagatna, Guam 96932

HAGÁTÑA, GUAM) ss:

On this 3rd day of June, 2003, before me, a Notary Public, in and for Guam U.S.A., personally appeared Martha C. Speight, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that ~~he~~^{she} executed the same as ~~his~~^{her} free and voluntary act and deed for the uses and purposes therein set forth.

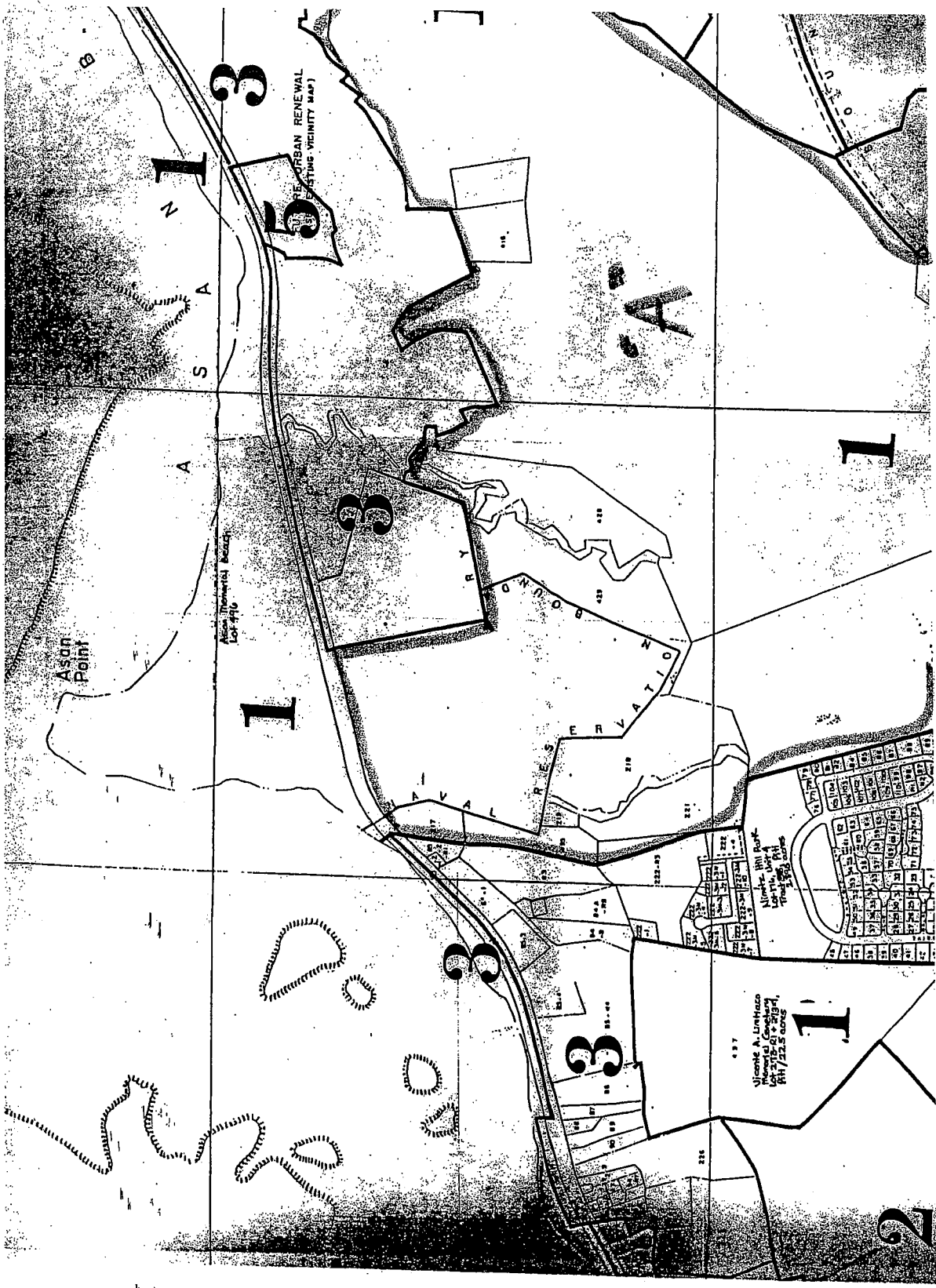
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



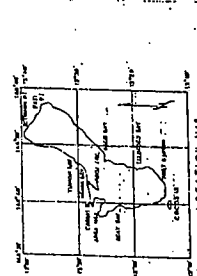
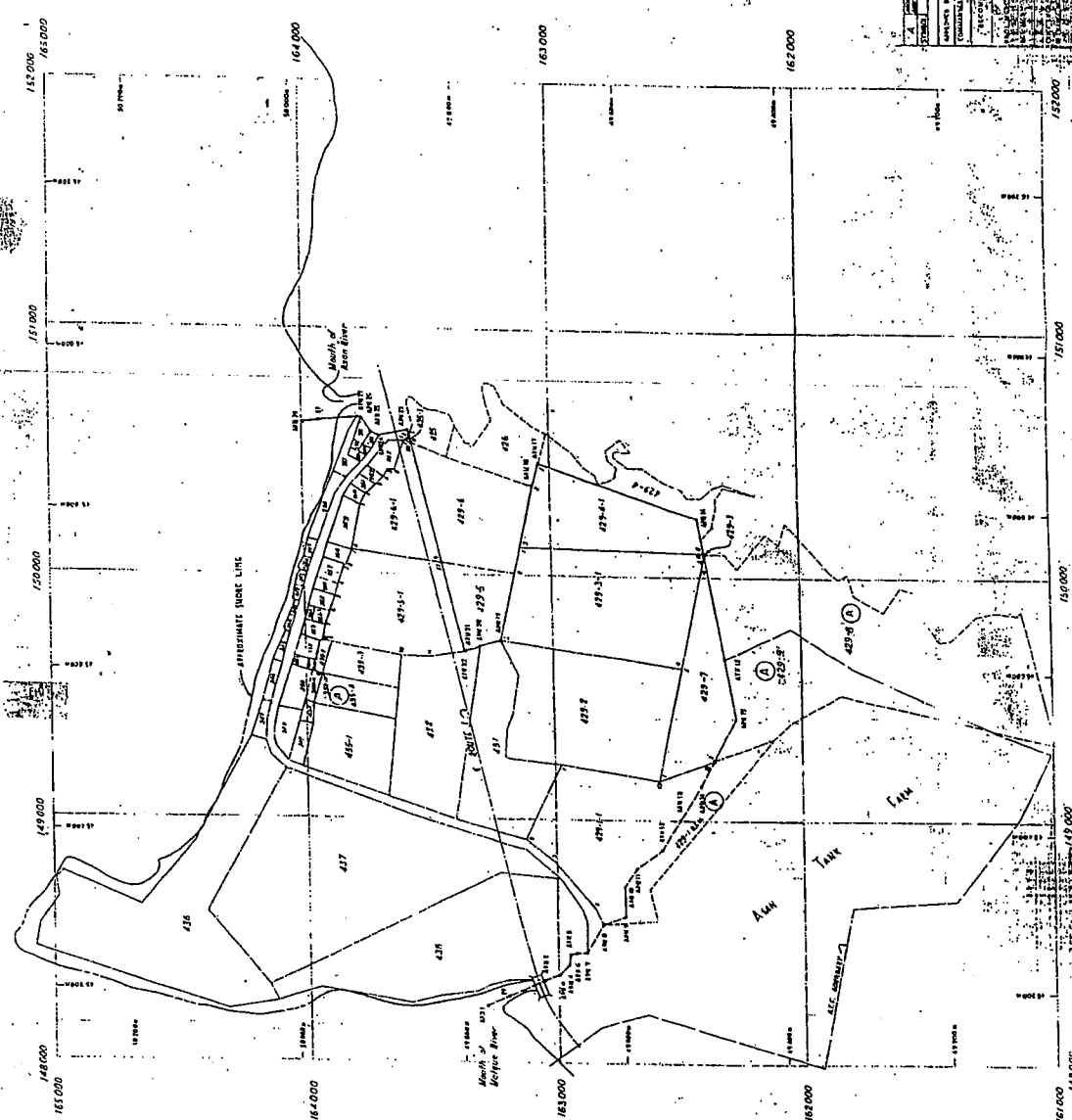


Notary Public

JOEY G. LEON GUERRERO
Notary Public
In and for Guam, U.S.A.
My Commission Expires: October 15, 2005
P.O. Box 2950, Hagatna, Guam 96932



NO.	NAME	DATE	DESCRIPTION	AMOUNT	INITIALS
101	ASIAN HOUSING	1968	CONTRACT	100,000	MM
102	ASIAN HOUSING	1968	CONTRACT	100,000	MM
103	ASIAN HOUSING	1968	CONTRACT	100,000	MM
104	ASIAN HOUSING	1968	CONTRACT	100,000	MM
105	ASIAN HOUSING	1968	CONTRACT	100,000	MM
106	ASIAN HOUSING	1968	CONTRACT	100,000	MM
107	ASIAN HOUSING	1968	CONTRACT	100,000	MM
108	ASIAN HOUSING	1968	CONTRACT	100,000	MM
109	ASIAN HOUSING	1968	CONTRACT	100,000	MM
110	ASIAN HOUSING	1968	CONTRACT	100,000	MM
111	ASIAN HOUSING	1968	CONTRACT	100,000	MM
112	ASIAN HOUSING	1968	CONTRACT	100,000	MM
113	ASIAN HOUSING	1968	CONTRACT	100,000	MM
114	ASIAN HOUSING	1968	CONTRACT	100,000	MM
115	ASIAN HOUSING	1968	CONTRACT	100,000	MM
116	ASIAN HOUSING	1968	CONTRACT	100,000	MM
117	ASIAN HOUSING	1968	CONTRACT	100,000	MM
118	ASIAN HOUSING	1968	CONTRACT	100,000	MM
119	ASIAN HOUSING	1968	CONTRACT	100,000	MM
120	ASIAN HOUSING	1968	CONTRACT	100,000	MM



NOTE: COORDINATE GRID IS BASED ON A NATIONAL PROJECTION
 LATITUDE 20° 00' 00" ASSUMED 142,000.00 EAST NORTH
 LONGITUDE 102° 00' 00" ASSUMED 144,000.00 EAST EAST

NOTE:
 MONUMENTS, NO. 1 & 20 SET AT ELEV. 22 MLLW

SCALE IN FEET

ASIAN POINT HOUSING
 BOUNDARY OF
 PROPOSED
 PROJECT

PREPARED BY: [Name]
 CHECKED BY: [Name]
 DATE: [Date]

PROJECT NO. 107-01
 SCALE 1" = 200'
 DATE 1968-01-10
 SEE ALSO MAPS 1533-153

M.A. DWG. No. 107-01/10/68
 SEE ALSO MAPS 1533-153