

CONTRACT # WZ-020-Guam

QUITCLAIM DEED

DUPLICATE ORIGINAL

PREAMBLE

This DEED is made this 23rd day of October, 1992, between the UNITED STATES OF AMERICA, acting through the Secretary of Education, by David B. Hakola, Director, Federal Real Property Assistance Program, Office of the Administrator for Management Services, 400 Maryland Avenue, SW, Washington, DC ("GRANTOR") pursuant to §203(k) of the Federal Property and Administrative Services Act of 1949, as amended ("Act"), P.L. No. 81-152, 63 Stat. 377, 40 U.S.C. §471 et seq., Reorganization Plan No. 1 of 1953, the Department of Education Organization Act of 1979, P.L. No. 96-88, 93 Stat. 668, 20 U.S.C. §3401 et seq., and the Territory of Guam on behalf of its Department of Education, Agana, Guam ("GRANTEE").

I. RECITALS

1. By letter dated September 14, 1992, from the General Services Administration, certain Federal surplus real property located in Yigo, Guam, known as Lot "B" -4, former Marbo Base Command, Andersen Air Force Base Administration Annex and consisting of approximately 80.0 acres ("Property"), was assigned to GRANTOR for disposal upon the recommendation of GRANTOR that the Property is needed for educational purposes in accordance with the provisions of the Act.

2. GRANTEE has made a firm offer to purchase the Property under the provisions of the Act, has applied for a public benefit

479882 (recorded 11/19/92)

EXHIBIT A

*Handwritten notes:*  
P. 12 - Minerals (NOT units)  
P. 4 - # 2  
P. 4 - # 3 annual report  
C.I., Gary Cook, Stephen Sae Phun

*Handwritten notes:*  
P. 17 P. 10  
P. 19 P. 11

*Handwritten note:*  
Sub. 7 D. Gov. thru DOE's Application from the land

allowance, and proposes to use the Property for educational purposes as detailed in its application to GRANTOR dated February 7, 1992 ("Application").

3. The General Services Administration has notified GRANTOR that no objection will be interposed to the transfer of the Property to GRANTEE, and GRANTOR has accepted the offer of GRANTEE.

## II. AGREEMENT

4. GRANTOR, in consideration of the foregoing, one dollar, the performance by the GRANTEE of the covenants, conditions, and restrictions hereinafter contained and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby remise, release and quitclaim to the GRANTEE, its successors and assigns, all right, title, interest, claim and demand, reserving such rights as may arise from the operation of the conditions subsequent, restrictions and covenants of this Deed, which the UNITED STATES OF AMERICA has in and to the Property, which is more particularly described in EXHIBIT "A", attached hereto, and by reference incorporated herein.

5. GRANTEE, by acceptance of this Quitclaim Deed, agrees that it shall make no use of the Property which damages the water lens under the Property and the water lens and other water wells on adjacent properties; and that this covenant shall run with the land and be enforceable on all future owners of the land until

this use restriction is canceled by an authorized representative of the UNITED STATES OF AMERICA.

6. GRANTEE by acceptance of this Quitclaim Deed agrees that the Property is transferred on an "as is, where is" basis without warranties of any kind either expressed or implied. GRANTEE further agrees that this conveyance is subject to any and all existing easements, rights of way, reservations, and servitudes, whether of record or not.

7. GRANTEE, by acceptance of this Quitclaim Deed, expressly acknowledges that the Island of Guam was part of the World War II conflict and, as such, that portions of the island were subject to contamination by the introduction of unexploded and dangerous bombs, shells, rockets, mines and other charges, either below or upon the surface thereof, some of which may remain on the island in an unexploded condition or state.

8. GRANTEE, by acceptance of this Quitclaim Deed and as further consideration for this conveyance, covenants and agrees for itself, its successors and assigns, to assume all risks of personal injuries and property damages of any kind whatsoever, including all risks caused by possible contamination of the Property by unexploded ordinance arising out of ownership, maintenance, occupation or use of the Property by any person whatsoever; and further covenants and agrees to indemnify and save harmless GRANTOR, its officers, agents and employees,

against all liability, claims and cause of action suits arising out or resulting from the contaminated condition of the Property.

III. CONDITIONS SUBSEQUENT

9. GRANTEE shall HAVE AND HOLD the Property, subject, however, to each of the following conditions subsequent, which are for the sole benefit of the UNITED STATES OF AMERICA and which shall be binding upon and enforceable against GRANTEE, its successors and assigns as follows:

- (1) For a period of thirty (30) years from the date of this Deed, the Property will be used continuously for educational purposes in accordance with the proposed program and plan of GRANTEE as set forth in its Application and for no other purposes. GRANTOR reserves the right to enter and inspect the Property during said period.
- (2) During the above period of thirty (30) years, GRANTEE will not sell, resell, lease, rent, mortgage, encumber, or otherwise transfer any interest in any part of the Property except as GRANTOR may authorize in advance in writing.
- (3) One year from the date of this Deed and annually thereafter for the period of thirty (30) years, unless GRANTOR directs otherwise, GRANTEE will file with GRANTOR a report on the operation and maintenance of the Property and will furnish, as requested by GRANTOR,

such other pertinent information evidencing its continuous use of the Property as required by condition subsequent 1.

- (4) During the above period of thirty (30) years, GRANTEE will at all times be and remain a tax supported institution or a nonprofit institution, organization, or association exempt from taxation under §501(c)(3) of the Internal Revenue Code of 1954, as amended.
- (5) For the period during which the Property is used for the purpose for which Federal assistance is hereby extended by GRANTOR or for another purpose involving the provision of similar services or benefits, GRANTEE hereby agrees that it will comply with the requirements of (a) Title VI of the Civil Rights Act of 1964 (P.L. No. 88-352), 42 U.S.C. §2000d et seq.; (b) Title IX of the Education Amendments of 1972 (P.L. No. 92-318), 20 U.S.C. § 1681 et seq.; (c) §504 of the Rehabilitation Act of 1973 (P.L. No. 93-112), 29 U.S.C. §794 et seq.; and all requirements imposed by or pursuant to the Regulations (34 C.F.R. Parts 12, 100, 104 and 106) issued pursuant to the Act and now in effect, to the end that, in accordance with said Acts and Regulations, no person in the United States shall, on the ground of race, color, national origin, sex, or handicap, be excluded from participation in, be denied the benefits

of, or otherwise be subjected to discrimination under the program and plan referred to in condition subsequent 1 above or under any other program or activity of the GRANTEE, its successors and assigns, to which such Acts and Regulations apply by reason of this conveyance.

10. The failure of GRANTOR to insist in any one or more instances upon complete performance of the conditions subsequent, terms, or covenants of this Deed shall not be construed as a waiver of, or a relinquishment of GRANTOR's right to the future performance of any of those conditions subsequent, terms and covenants and the GRANTEE's obligations with respect to such future performance shall continue in full force and effect.

11. In the event of a breach of any of the conditions subsequent or in the event of a breach of any other terms and covenants of this Deed, whether caused by the legal or other inability of GRANTEE, its successors and assigns, to perform any of the terms and conditions of this Deed, at the option of the UNITED STATES OF AMERICA, all right, title, and interest in and to the Property shall, upon the recording by the UNITED STATES OF AMERICA of a Notice of Entry, pass to and become the property of the UNITED STATES OF AMERICA, which shall have an immediate right to entry thereon, and the GRANTEE, its successors and assigns, shall forfeit all right, title, and interest in and to the

Property and in and to any and all of the tenements, hereditaments, and appurtenances thereto.

12. In the event the GRANTOR fails to exercise its options to reenter the Property or to revert title thereto for any breach of conditions subsequent 1, 2, 3, and 4 of Paragraph 9 of this Deed within thirty one (31) years from the date of this conveyance, conditions subsequent 1, 2, 3, and 4 of said Paragraph 9, together with all rights to reenter and revert title for breach of those conditions, will, as of that date, terminate and be extinguished.

13. The expiration of conditions subsequent 1, 2, 3, and 4 of Paragraph 9 of this Deed and the right to reenter and revert title for breach thereof, will not affect the obligation of GRANTEE, its successors and assigns, with respect to condition subsequent 5 of Paragraph 9 of this Deed or the right reserved to GRANTOR to reenter and revert title for breach of condition subsequent 5. ✓

#### IV. COVENANTS

14. GRANTEE, by the acceptance of this Deed, covenants and agrees for itself, its successors and assigns, that in the event GRANTOR exercises its option to revert all right, title, and interest in and to the Property to GRANTOR, or GRANTEE voluntarily returns title to the Property in lieu of a reverter, the GRANTEE shall provide protection to and maintenance of the Property at all times until such time as the title to the

Property, or possession of the Property, whichever occurs later in time, is actually reverted or returned to and accepted by GRANTOR. Such protection and maintenance shall, at a minimum, conform to the standards prescribed by the General Services Administration in FPMR 101-47.4913 (41 C.F.R. Part 101-47.4913) now in effect, a copy of which is referenced in the GRANTEE's Application.

15. GRANTEE, by the acceptance of this Deed, covenants that, at all times during the period that title to the Property is vested in GRANTEE, its transferees or assigns, subject to conditions subsequent 1, 2, 3, and 4 of Paragraph 9 of this Deed, it will comply with all provisions of the following: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §4321 et seq., including the preparation of environmental impact statements, as required (see 42 U.S.C. §4332); the National Historic Preservation Act of 1966, as amended (P.L. No. 89-665); Executive Order No. 11988, 44 Fed. Reg. 43239 (1979), reprinted in 42 U.S.C.A. §4321 app. at 188-189 (1987), governing floodplain management; Executive Order No. 11990, 42 Fed. Reg. 26961 (1977), reprinted in 42 U.S.C.A. §4321 app. at 197-198 (1987), governing protection of wetlands; Federal Property Management Regulations, 41 C.F.R. 101-47.304-13; 41 C.F.R. 101-47.200 et seq., 53 Fed. Reg. 29892 (1988), provisions relating to asbestos; and other appropriate guidelines, laws, regulations or executive



orders, federal, state or local, pertaining to floodplains, wetlands or the future use of this Property.

16. GRANTEE, by acceptance of this Deed, covenants and agrees for itself, its successors and assigns, and every successor in interest to the Property herein conveyed or any part thereof that it will comply with the requirements of (a) Title VI of the Civil Rights Act of 1964 (P.L. No. 88-352), 42 U.S.C. §2000d et seq.; (b) Title IX of the Education Amendments of 1972 (P.L. No. 92-318), 20 U.S.C. §1681 et seq.; (c) Section 504 of the Rehabilitation Act of 1973 (P.L. No. 93-112), 29 U.S.C. §794 et seq.; and all requirements imposed by or pursuant to the Regulations (34 C.F.R. Parts 12, 100, 104 and 106) issued pursuant to the Act and now in effect, to the end that, in accordance with said Acts and Regulations, no person in the United States shall, on the ground of race, color, national origin, sex, or handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under the program and plan referred to in condition subsequent 1 above or under any other program or activity of the GRANTEE, its successors and assigns, to which such Acts and Regulations apply by reason of this conveyance. This covenant shall attach to and run with the land for so long as the Property is used for a purpose for which Federal assistance is extended by GRANTOR or for another purpose involving the provision of similar services or benefits, and

shall in any event, and without regard to technical classifications or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity, for the benefit of, in favor of and enforceable by GRANTOR against GRANTEE, its successors and assigns, for the Property, or any part thereof. In the event of a breach of this covenant by GRANTEE or by its successors or assigns, GRANTOR, may, in addition to any right or remedy set forth in this agreement, avail itself of any remedy authorized by the violated statute or regulation.

17. In the event title to the Property or any part thereof is reverted to the UNITED STATES OF AMERICA for noncompliance or is voluntarily reconveyed in lieu of reverter, GRANTEE, its successors or assigns, shall at the option of GRANTOR, be responsible for and be required to reimburse the UNITED STATES OF AMERICA for the decreased value thereof that is not the result of reasonable wear and tear, an act of God, or alterations and conversions made by the GRANTEE and approved by the GRANTOR, to adapt the Property to the educational use for which the Property was transferred. GRANTEE shall, in addition thereto, reimburse GRANTOR for damage it may sustain as a result of such noncompliance, including but not limited to costs incurred to recover title to or possession of the Property.

18. GRANTEE may seek abrogation of the conditions subsequent 1, 2, 3, and 4 of Paragraph 9 of this Deed by:

- a. Obtaining the advance written consent of the GRANTOR;  
and
- b. Payment to the UNITED STATES OF AMERICA a sum of money equal to the fair market value of the property to be released from the conditions as of the effective date of the abrogation:
  - (1) multiplied by the percentage public benefit allowance granted at the time of conveyance,
  - (2) divided by 360, and
  - (3) multiplied by the number of months, or any portion thereof, of the remaining period of restrictions to be abrogated.

19. GRANTEE, by acceptance of this Deed, further covenants and agrees for itself, its successors and assigns, that in the event the Property or any part or interest thereof is at any time within the period of thirty (30) years from the date of this conveyance sold, leased, mortgaged, encumbered or otherwise disposed of or used for purposes other than those designated in condition subsequent 1 above without the written consent of GRANTOR, all revenues therefrom and the reasonable value, as determined by GRANTOR, of any other benefits to GRANTEE deriving directly or indirectly from such sale, lease, mortgage, encumbrance, disposal or use, shall be considered to have been received and held in trust by GRANTEE for the UNITED STATES OF AMERICA and shall be subject to the direction and control of

GRANTOR; but the provisions of this paragraph shall not impair or affect the rights reserved to GRANTOR under any other provision of this Deed.

20. GRANTEE, by the acceptance of this Deed, further covenants and agrees for itself, its successors and assigns, that at all times during the period that title to the Property is vested in GRANTEE subject to conditions subsequent 1, 2, 3, and 4 of Paragraph 9 of this Deed, GRANTEE shall at its sole cost and expense keep and maintain the Property and the improvements thereon, including all buildings, structures and equipment at any time situate upon the Property, in good order, condition and repair, and free from any waste whatsoever.

21. GRANTEE, by the acceptance of this Deed, further covenants and agrees for itself, its successors and assigns, that at all times during that period that it holds title to the Property subject to conditions subsequent 1, 2, 3, and 4 of Paragraph 9 of this Deed, it shall not engage in, authorize, permit or suffer the extraction or production of any minerals from the Property without the written consent of GRANTOR.

GRANTEE, by the acceptance of this Deed, further covenants and agrees for itself, its successors and assigns, that should an extraction or production of minerals including, but not limited to oil, gas, coal, and sulphur on or under the described Property occur during that period that it holds title to the Property subject to conditions subsequent 1, 2, 3, and 4 of Paragraph 9 of

this Deed (i) it will hold all payments, bonuses, delayed rentals, or royalties in trust for GRANTOR and (ii) that all net revenues and proceeds resulting from the extraction or production of any minerals including, but not limited to, oil, gas, coal or sulphur, by GRANTEE, its successors and assigns, will be held in trust for and promptly paid to GRANTOR. The listing of certain minerals shall not cause the doctrine of eiusdem generis to apply. Nothing herein shall be construed as authorizing the GRANTEE to engage in the extraction or production of minerals in, on, or under the Property.

22. GRANTEE, by acceptance of this Deed, covenants that, upon the recording by the UNITED STATES OF AMERICA of a Notice of Entry, all right, title, and interest in and to the Property shall pass to and become the property of the UNITED STATES OF AMERICA, which shall have an immediate right to enter thereon, and the GRANTEE, its successors and assigns, shall immediately and quietly quit possession thereof and forfeit all right, title, and interest in and to the Property and in any and all of the tenements, hereditaments, and appurtenances thereunto belonging, conveying all right, title, and interest conveyed to it in this Deed except for encumbrances authorized and approved by the GRANTOR in writing as provided in condition subsequent 2 of Paragraph 9 of this Deed.

23. If the GRANTEE, its successors or assigns, shall cause the Property and/or any improvements thereon to be insured

against loss, damage or destruction, or if the GRANTOR requires such insurance while the Property is subject to conditions subsequent 1, 2, 3, and 4 of Paragraph 9 of this Deed, and any such loss, damage or destruction shall occur during the period GRANTEE holds title to the Property subject to conditions subsequent 1, 2, 3, and 4 set forth in Paragraph 9 of this Deed, said insurance and all moneys payable to GRANTEE, its successors or assigns, shall be held in trust by the GRANTEE, its successors or assigns, and shall be promptly used by GRANTEE for the purpose of repairing, and restoring the Property to its former condition or replacing it with equivalent or more suitable facilities; or, if not so used, shall be paid over to the Treasurer of the United States in an amount equal to the unamortized public benefit allowance of Property multiplied by the current fair market value of the improvements lost, damaged or destroyed. If the Property is located in a floodplain, GRANTEE will, during the period it holds title subject to conditions subsequent 1, 2, 3, and 4 of Paragraph 9 of this Deed insure the Property and any machinery, equipment, fixtures, and furnishings contained therein against loss, damage, or destruction from flood, to the maximum limit of coverage made available with respect to the Property under §102 of the Flood Disaster Protection Act of 1973 (P.L. No. 93-234). Proceeds of such insurance will be used as set forth above.

24. GRANTEE further covenants to pay damages for any time period held over beyond the time period stated in a demand to

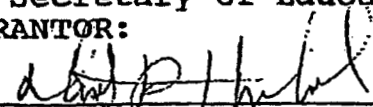
quit possession of the Property at the fair market rental value plus reasonable attorneys fees and costs of the GRANTOR in securing the return of the Property.

25. All covenants, conditions subsequent, and restrictions contained in this Deed shall run with the land and be binding upon GRANTEE, its successors and assigns, to all or any part of the Property. All rights and powers reserved to GRANTOR by this Deed may be exercised by any successor in function to GRANTOR, and all reference in this Deed to GRANTOR shall include its successor in function. All covenants and conditions subsequent contained herein are for the sole benefit of GRANTOR and may be modified or abrogated by it as provided in the Act.

V. SIGNATURES

TO INDICATE THEIR AGREEMENT to the provisions contained in this agreement, GRANTOR and GRANTEE have executed this document as of the date and year first above written.

UNITED STATES OF AMERICA  
Acting by and through the  
Secretary of Education  
GRANTOR:

By:   
David B. Hakola, Director  
Federal Real Property Assistance  
Program, Office of the  
Administrator for Management  
Services

ACCEPTANCE

The Territory of Guam, and its Department of Education, GRANTEE, hereby accepts this Quitclaim Deed and accepts and

agrees to all the terms, covenants, conditions subsequent, and restrictions contained therein.

Territory of Guam  
GRANTEE:

By: Franklin Quitugua  
Franklin Quitugua  
Director of Education  
Territory of Guam

ACKNOWLEDGMENTS

WASHINGTON )  
DISTRICT OF COLUMBIA)

On this 23rd day of October, 1992, personally appeared before me, a Notary Public in and for the District of Columbia, David B. Hakola, Director, Federal Real Property Assistance Program, Office of the Administrator for Management Services, United States Department of Education, acting for the United States of America and the Secretary of Education, known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same on the date hereof as his free and voluntary act and deed for the purposes and consideration therein expressed and with full authority and as the act and deed of the United States of America and the Secretary of Education.

IN WITNESS WHEREOF, I have set my hand and seal at Washington, DC, this 23rd day of October, 1992.

Harry Goldman  
Notary Public  
My Commission Expires: August 31, 1992

TERRITORY OF GUAM)

On this 17<sup>th</sup> day of November, 1992, personally appeared before me, a Notary Public in and for the Territory of Guam, Franklin Quitugua, Director of Education, Territory of Guam, to me known to be the same person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same on the date hereof as his free and voluntary act and deed



for the purposes and consideration therein expressed and with full authority and as the act and deed of the Territory of Guam.

IN WITNESS WHEREOF, I have set my hand and seal on this 17<sup>th</sup> day of November, 1992.

Glenda S. Martinez  
Notary Public  
My Commission Expires: Mar 7, 1996  
GLEND S. MARTINEZ  
NOTARY PUBLIC  
In and for the Territory of Guam  
My Commission Expires: Mar, 07, 1996

ANDERSEN AIR FORCE BASE  
TERRITORY OF GUAM, MARIANA ISLANDS

FORMER MARBO BASE COMMAND, AREA "B"-4

Land situated on the Municipality of Yigo,  
Territory of Guam Guam, Mariana Islands

DESCRIPTION OF PROPERTY: Portion of former Marbo Base Command, Andersen,  
Air Force Base

All that tract or parcel of land designated as Lot MARBO BASE COMMAND  
"B"-4, situated in Land Square 10, Section 4, municipality of Yigo, more  
particularly bounded and described as follows:

Beginning at a point, a concrete monument set and marked R.L.S. 65  
having Land and Claims Commission 1945 (L&CC 1945) coordinates of  
North 180,663.55 feet (55,066.362m) and East 209,559.68 feet  
(63,873.918m), being South 00 degrees 09' 40" East, 941.58 feet  
(286.944m) from Guam Geodetic Triangulation Net Station 1E.31, having  
coordinates of North 181,605.13 feet (55,353.355m) and East  
209,557.12 feet (63,873.137m);

Thence by bearings and distances as follows:

- 1) South 01 degree 57' 49" East, 1,744.33 feet (531.673m) to  
corner No. 2, a concrete monument set and marked R.L.S. 65;
- 2) Then, along a curve concave to the left, with a central angle  
of 02 degrees 01' 30", a radius of 1,617.00 feet (492.863m), a  
chord bearing of South 02 degrees 58' 34" East, 57.15 feet  
(17.419m) to corner No. 3, a concrete monument set and marked  
R.L.S. 65;
- 3) Then, South 03 degrees 59' 19" East, 149.34 feet (45.519m) to  
corner No.4, a concrete monument set and marked R.L.S. 65;
- 4) Then, South 88 degrees 39' 35" West, 2,143.61 feet (653.374m)  
to corner No. 5, a concrete monument set and marked R.L.S. 65;
- 5) Then, North 01 degree 57' 49" West, 1,309.87 feet (399.249m)  
to corner No. 6, a concrete monument set and marked R.L.S. 65;
- 6) Then, North 71 degrees 55' 13" East, 2,224.62 feet (678.066m)  
to the point of beginning, containing an area of Three Million  
Four Hundred Eighty Four Thousand Seven Hundred Forty Seven  
(3,484,747) square feet or Three Hundred Twenty Three Thousand  
Seven Hundred Forty Fifty (323,745) square meters or Eighty (80)  
Acres as shown on survey map prepared by Nestorio C. Ignacio,  
Registered Land Surveyor No. 65, having Drawing No. DSI-S-90-11  
(said map having been revised by Pacific Division, Naval  
Facilities Engineering Command, Pearl Harbor, Hawaii to correct  
the geometry of the curve at Course No. 2), marked Exhibit "A",  
attached hereto and made a part hereof.

479882



Together with a non-exclusive, perpetual access and utility easement to the above described land over the following described property:

FORMER MARBO BASE COMMAND, AREA "B"-5-R/W  
Land situated on the Municipality of Yigo,  
Territory of Guam Guam, Mariana Islands

DESCRIPTION OF PROPERTY: Portion of former Marbo Base Command, Andersen, Air Force Base

All that tract or parcel of land designated as lot MARBO BASE COMMAND "B"-5-R/W, situated in Land Square 10, Section 4, Municipality of Yigo, more particularly bounded and described as follows:

Beginning at a point, a concrete monument set and marked R.L.S. 65 having Land and Claims Commission 1945 (L&CC 1945) coordinates of North 180,663.55 feet (55,066.362m) and East 209,559.68 feet (63,873.918m), being South 00 degrees 09' 40" East, 941.58 feet (286.994m) from Guam Geodetic Triangulation Net Station 1E.31, having coordinates of North 181,605.131 feet (55,353.355m) and East 209,557.1182 feet (63,873.137m);

Thence by bearings and distances as follows:

- 1) North 01 degree 57' 49" West, 708.27 feet (215.881m) to corner No. 2, a concrete monument set and marked R.L.S. 65;
- 2) Then, North 01 degree 00' 19" West, 164.06 feet (50.006m) to corner No. 3, a concrete monument set and marked R.L.S. 65;
- 3) Then, along a curve concave to the left, with a central angle of 108 degrees 47' 18", a radius of 20.00 feet (6.096m), a chord bearing of North 55 degrees 23' 57" West, 32.52 feet (9.912m) to corner No. 4, a concrete monument set and marked R.L.S. No. 65;
- 4) Then along a curve concave to the left, with a central angle of 01 degree 54' 43", a radius of 3,164.27 feet (964.471m), a chord bearing of North 69 degrees 15' 03" East, 105.59 feet (32.184m) to corner No. 5, a found No. 4 rebar with cap marked Gov. Guam;
- 5) Then, along a curve concave to the left, with a central angle of 69 degrees 18' 00", a radius of 20.00 feet (6.096m), a chord bearing of South 33 degrees 38' 45" West, 22.74 feet (6.931m) to corner No. 6, a found No. 4 rebar with cap marked Gov. Guam;
- 6) Then, South 01 degree 00' 19" East, 200.00 feet (60.960m) to corner No. 7, a found No. 4 rebar with cap marked Gov. Guam;
- 7) Then, South 01 degree 57' 49" East, 2,451.55 feet (747.234m) to corner No. 8, a concrete monument set and marked R.L.S. 65;
- 8) Then, along a curve concave to the left, with a central angle of 02 degrees 01' 30", a radius of 1,557.00 feet (474.575m), a chord bearing of South 02 degrees 58' 34" East, 16.772m (16.772m) to corner No. 9, a concrete monument marked R.L.S. No. 65;

479882



9) Then, South 03 degrees 59' 19" East, 149.34 feet (45.519m) to corner No. 10, a concrete monument set and marked R.L.S. No. 65;

10) Then South 86 degrees 00' 41" West, 60.00 feet (18.288m) to corner No. 11, a concrete monument set and marked R.L.S. No. 65;

11) Then, North 03 degrees 59' 19" West, 149.34 feet (45.519m) to corner No. 12, a concrete monument set and marked R.L.S. No. 65;

12) Then, along a curve concave to the right, with a central angle of 02 degrees 01' 30", a radius of 1,617 feet (492.863m), a chord bearing of North 02 degrees 58' 34" West, 57.15 feet (17.419m) to corner No. 13, a concrete monument set marked R.L.S. No. 65;

13) Then, North 01 degree 57' 49" West, 1,744.33 feet (531.673m) to the point of beginning, containing an area of One Hundred Seventy One Thousand Eight Hundred Forty (171,840) square feet or Fifteen Thousand Nine Hundred Sixty Nine (15,965) square meters or 3.945 Acres more or less as shown on survey map prepared by Nestorio C. Ignacio, Registered Land Survey No. 65, having Drawing Number DS1-S-90-11, marked Exhibit "A", attached hereto and made a part hereof, with said map having been revised by Pacific Division, Naval Facilities Engineering Command, Pearl Harbor, Hawaii, to correct the geometry of curves in this roadway and onnection to Marine Drive (Route 1) to conform to design for Marine Drive.

#### ADDITIONAL NOTE

The conveyance deed for the fee simple and easement property described above should contain the following use restriction: Grantee agrees that it shall make no use of the property which damages the water lens under the property and the water lens and other water wells on adjacent properties; and that this covenant shall run with the land and be enforceable on all future owners of the land until this use restriction is cancelled by an authorized representative of the United States of America.