

I MINA'TRENTAI TRES NA LIHESLATURAN GUÅHAN
2016 (SECOND) Regular Session

Bill No. 387-33 (CORP)

Introduced by:

T.C. Ada 

2016 FEB 17 11:53

ADP

AN ACT TO REZONE LOT NO. 8, TRACT 25305, MUNICIPALITY OF YONA AND LOT NO. 402-R10-2-10-1, MUNICIPALITY OF SANTA RITA, FROM AGRICULTURAL (A) ZONE TO A PUBLIC FACILITY (PF) ZONE FOR THE PURPOSE OF CONSTRUCTING TWO (2) SEWER LIFT STATIONS.

BE IT ENACTED BY THE PEOPLE OF GUAM:

Section 1. Legislative Findings and Intent. *I Liheslaturan Guåhan* finds that the Guam Waterworks Authority (GWA), under United States Department of Justice **ORDER FOR PRELIMINARY RELIEF RE: DEADLINES FOR OUTSTANDING PROJECTS UNDER THE AMENDED STIPULATED ORDER Civil Case No. 02-00035 (Court Order or CO)** effective as of 11/10/2011, the Baza Gardens Wastewater Treatment Plant (BGWWTP) is required to comply with the National Pollutant Discharge Elimination System (NPDES) permit. As required by the 2011 Court Order, Paragraph 14, GWA must complete the BGWWTP upgrades by April 30, 2018.

I Liheslaturan Guåhan finds that GWA has been working to address the critical property needs to meet the 2011 Court Order deadlines.

I Liheslaturan Guåhan finds that GWA is currently designing the Baza Gardens Wastewater Cross-Island Pumping and Conveyance System project, a Federal EPA Stipulated Order requirement, that will provide for the transmission

1 of wastewater collected at the BGWWTP currently discharging effluent to the
2 *Togcha* River to the proposed new *Agat-Santa Rita* Wastewater Treatment Plant
3 currently under construction through the Route 17 and Route 5 rights of way
4 corridors. The project, when completed, will retire the use of the existing
5 BGWWTP and eliminate effluent discharge into the *Togcha* River. Instead, the
6 wastewater previously treated at Baza Gardens will be transmitted to the *Agat*
7 Treatment Plant for secondary treatment. Because of the undulating topography of
8 the Route 17 corridor, two lift stations will be required along the way, one in the
9 Municipality of *Yona*, Lot No. 8, Tract 25305, and the other in the Municipality of
10 *Santa Rita*, Lot No. 402-R10-2-10-1.

11 *I Liheslaturan Guåhan* finds that according to the Stipulated Order,
12 construction of the project must begin in October 2016 hence the need for the
13 expedited re-zoning of these lots.

14 *I Liheslaturan Guåhan* finds that this project will clean up and eliminate the
15 sewage discharge into the *Togcha* River and its outfall near Lot 98 *Yona*, is
16 necessary and will immensely benefit the people of Guam more specifically the
17 Eastern Coast of Guam and its related residential, recreational and commercial
18 areas.

19 **Section 2. Zoning Designation.** Lot No. 8, Tract 25305, Municipality of
20 *Yona* (Exhibit A) and Lot No. 402-R10-2-10-1, Municipality of *Santa Rita* (Exhibit
21 B) shall be rezoned from an Agricultural (A) zone to a Public Facility (PF) zone
22 pursuant to 21GCA, Chapter 61, section 61313.

23 **Section 3. Reversionary Clause Upon Inaction.** The Guam Waterworks
24 Authority must begin construction of a wastewater lift station on each of the two
25 aforementioned lots (Lot No. 8, Tract 25305, municipality of *Yona*, and Lot No.
26 402-R10-2-10-1, municipality of *Santa Rita*) within one (1) year from the date of
27 enactment of this act. In the event GWA does not begin construction of either lift

1 station within the stipulated period, the respective lot shall revert back to its
2 original Agricultural (A) zone designation.

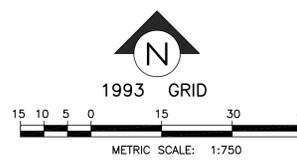
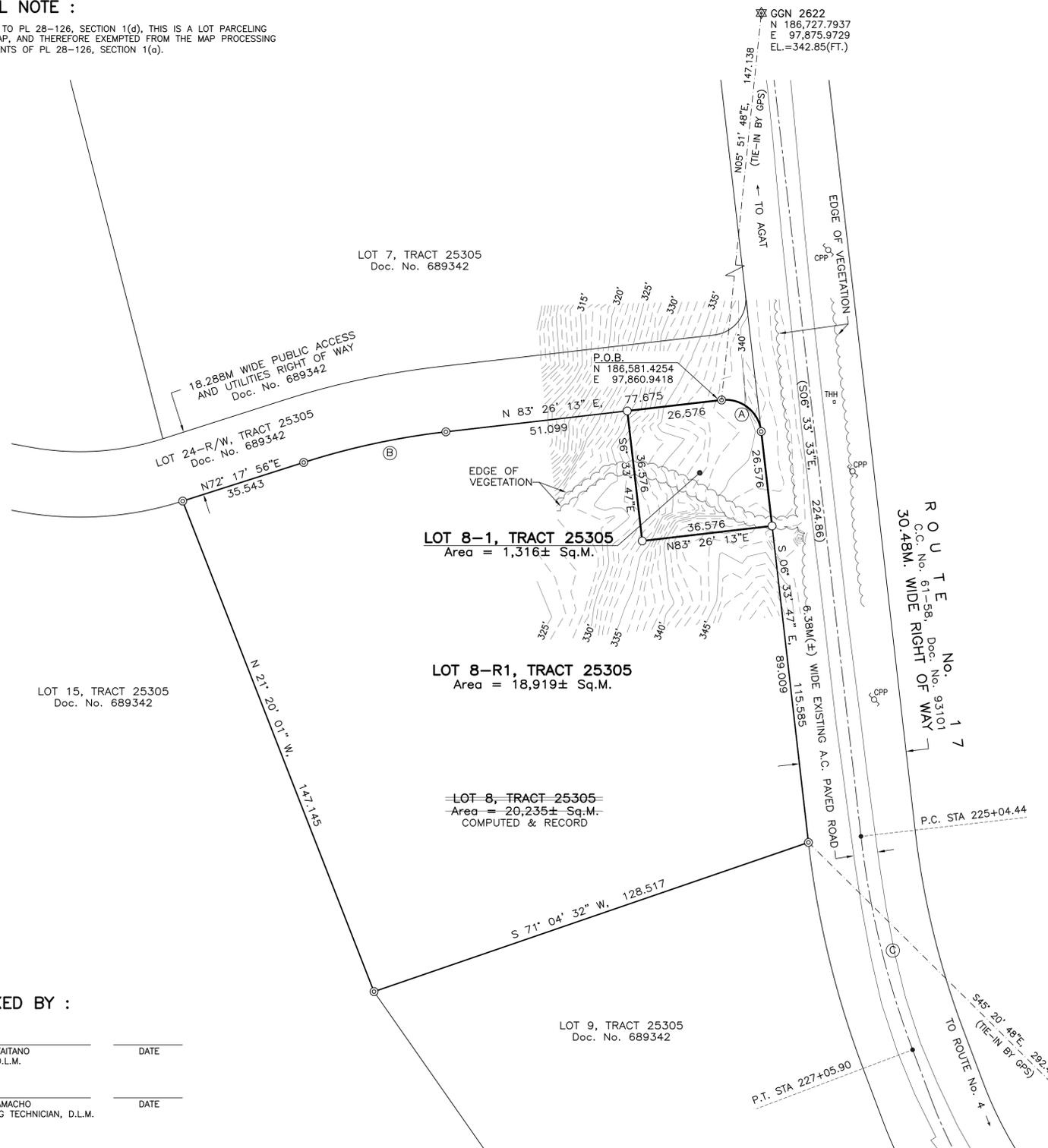
3 **Section 4. Effective Date.** This act *shall* take effect upon its enactment.

4 **Section 5. Severability.** If any of provision of this law or its application
5 to any person or circumstance is found to be invalid or contrary to law, such
6 invalidity *shall not* affect other provisions or applications of this law, which can be
7 given effect without the invalid provisions or applications and to this end the
8 provisions of this act are severable.

Bill No. 387-33 (COR) (Exhibit A)

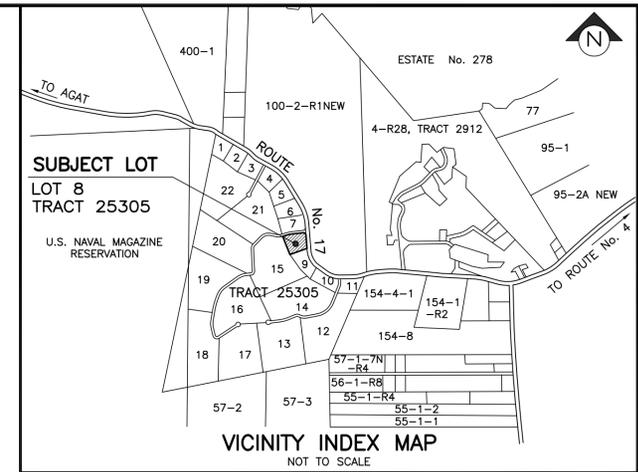
SPECIAL NOTE :

PURSUANT TO PL 28-126, SECTION 1(d), THIS IS A LOT PARCELING SURVEY MAP, AND THEREFORE EXEMPTED FROM THE MAP PROCESSING REQUIREMENTS OF PL 28-126, SECTION 1(a).



CURVE DATA :

- (A)
 - Δ = 90° 00' 00"
 - R = 10.000
 - L = 15.7080
 - Ch = 14.142
 - ChB = S51° 33' 47"E
- (B)
 - Δ = 11° 08' 17"
 - R = 209.676
 - L = 40.760
 - Ch = 40.696
 - ChB = N77° 52' 05"E
- (C)
 - Δ = (14° 06' 09")
 - R = (249.48)
 - L = (61.41)
 - Ch = (61.25)
 - ChB = (S13° 36' 37"E)



NOTES :

1. SURVEY WAS BASED ON FOUND CORNERS AS SHOWN.
2. ALL DISTANCES ARE IN METERS UNLESS OTHERWISE NOTED.
3. BEARINGS AND DISTANCES WITHIN THE PARENTHESES ARE RECORD DATA, ALL OTHERS ARE 1993 GRID.
4. SUBJECT LOT IS WITHIN THE NORTHERN AQUIFER.
5. SUBJECT LOT IS ZONED "A" AGRICULTURAL PER 1966 OFFICIAL ZONING MAP F367545.
6. NO AS-BUILT EXIST AS OF APPROVAL OF THIS MAP.
7. VERTICAL CONTROL SURVEY WAS BASED FROM GGN 2622 WITH AN ELEVATION OF 342.85 FEET MEAN SEA LEVEL (MSL) DATUM. CONTOURS WERE DEVELOPED FROM SPOT ELEVATIONS USING A COMBINATION OF GPS AND CONVENTIONAL TOPOGRAPHIC GROUND METHOD.
8. CONTOUR ELEVATIONS ARE IN FEET.

REFERENCES :

1. DWG No. DAI-S-03-29, DECEDENT ESTATE SURVEY MAP (COURT DISTRIBUTION - PROBATE CASE No. 124-71) OF TRACT 25305 (FORMERLY LOT 100-R2), PREPARED BY PLS No. 65, L.M. No. 029FY2004, Doc. No. 689342.

LEGEND :

- ⊗ GGN STATION
- ⊙ FOUND No. 4 REBAR SET BY PLS No. 65, SEE REF. # 1
- #4 REBAR SET WITH PLASTIC CAP MARKED PLS 65
- CENTERLINE CORNER
- ⊕ CONCRETE POWER POLE
- THH TELEPHONE MANHOLE

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 _____, 2016.
 PAUL L. SANTOS, P.L.S. No. 68
 GUAM CHIEF SURVEYOR/CHIEF OF CADASTRE

CERTIFICATE OF GUAM CHIEF PLANNER
 APPROVAL PURSUANT TO TITLE 21, GUAM CODE ANNOTATED, CHAPTER 61, ZONING LAW AND CHAPTER 62, SUBDIVISION LAW
 MARVIN Q. AGUILAR
 GUAM CHIEF PLANNER
 DATE _____

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 ON JULY 26, 2016 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 MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITION INDICATED ON THIS MAP.
 NESTORIO C. IGNACIO, PLS No. 65
 DATE _____



DUENAS CAMACHO
 ■ ENGINEERING (CIVIL/STRUCTURAL)
 ■ CONSTRUCTION MANAGEMENT ■ PLANNING
 ■ ENVIRONMENTAL SERVICES ■ SURVEYING
 ■ DEVELOPMENT CONSULTATION
 ■ GEOGRAPHIC INFORMATION SYSTEMS
 P.O. Box 8900 Tamuning, Guam 96931

LOT PARCELING SURVEY MAP
 OF
LOT 8, TRACT 25305
 L.S. 25 MUNICIPALITY OF YONA SEC. 3

SURVEY DATA		DATE	LOT DATA	
FIELD	WKS & CREW	JULY 2016	BASIC LOT	8, TRACT 25305
BOOK	DCAI-2016		CERT. OF TITLE No.	124767
COMPUTED	CB	JULY 2016	REGISTERED ON:	
DRAWN	CB	JULY 2016	IN THE NAME OF:	
RESEARCHED	FD	JULY 2016	ESTATE OF JOSE CASTRO DUENAS	
CHECKED	NCI	JULY 2016		

SATISFACTORY TO & APPROVED BY:
 S E E P L A N
 OWNER: _____ DATE _____
 Doc. No. _____

CHECKED BY :

FRANK P. TAITANO PLANNER, D.L.M. _____ DATE _____

JIMMY I. CAMACHO ENGINEERING TECHNICIAN, D.L.M. _____ DATE _____

EDGARDO R. TAGUIAM CARTOGRAPHIC SUPV., D.L.M. _____ DATE _____

PREPARED FOR, SATISFACTORY TO & APPROVED BY:
 RUDOLFO A. DUENAS Doc. No. 689893 _____ DATE _____

LAND PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is made this 30th day of August, 2016, by and between Rudolfo A. Duenas, whose current mailing address is 12521 N. Fairwood Dr., Spokane, WA 99218, resident of Washington (hereinafter referred to as "Seller" and the Guam Waterworks Authority, whose business address is Gloria B. Nelson Public Service Building, 688 Route 15, Mangilao, Guam 96913, (hereinafter referred to as "Buyer").

WITNESSETH:

WHEREAS, Seller is the owner of the property herein described and desires to sell said property.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. **PROPERTY:** Seller agrees to sell and Buyer agrees to purchase the real property located in the Municipality of Santa Rita, Territory of Guam (the "property") more particularly described as follows:

Lot 8, Tract 25305, Yona, Guam, Estate Number 79521, Suburban as said Lot is described in that Decedent Estate Survey Map (Court Distribution – Probate Case No. 124-71) of Tract 25305 (Formerly Lot 100-R2), as shown Drawing Number DAI-S-03-29, as L.M. Check Number 029 FY 2004, dated 08 March 2004 and recorded on 09 March 2004 under Instrument No. 689342 at Land Management. For informational purposes only, the above referenced map indicates the property contains an area of 20,325± square meters. Last Certificate of Title: 124767: - Estate of Jose Castro Duenas.

The portion to be acquired is Lot 8-1, Tract 25305, having an area of 1,316± square meters as shown on the attached Preliminary Lot Parceling Survey Map of Lot 8, Tract 25305, Municipality of Yona, as shown on DWG No. DCAI-S-16-47.

Buyer shall be responsible for preparation and Government of Guam approval of the parceling survey map creating the portion of Lot 8 to be acquired.

2. **PURCHASE PRICE:** The purchase price for the property is Eighty Seven Thousand Dollars (\$87,000), payable by certified or cashier's check as a deposit to be applied to

the price at close of escrow described hereinafter;

3. **ESCROW**: Upon the execution of this Agreement an escrow shall be opened to consummate the sale of the property pursuant to this Agreement at **Security Title, Inc.** offices of Guam, located at 356 S. Marine Corps Drive, Tamuning, Guam 96913, shall confirm its willingness to serve in such capacity by signing the acceptance on Page 9 of this Agreement. If the escrow agent should be unable or unwilling to act, the parties shall designate another agent.

The sale of the property shall close thirty (30) days from the date of this Agreement (the "Closing Date") or at such other time as the parties may otherwise agree to in writing. The sale shall be considered closed when the Warranty Deed to the property is recorded.

Within five (5) days of the Closing Date, the parties shall execute and deliver to **Security Title, Inc.** the parties' joint escrow instructions consistent with the terms of this Agreement and shall provide **Security Title, Inc.** with such other information, documents and instruments as **Security Title, Inc.** may reasonably require to enable it to close the transaction on the Closing Date.

4. **TITLE**: Upon close of escrow, title to the property described herein shall pass to the Guam Waterworks Authority in fee simple title.
5. **SELLER'S WARRANTIES**: Seller represents, warrants and covenants that it is now the owner, in fee simple absolute and has the absolute unrestricted right to possession of the property which the subject of this Agreement and possesses all requisite right and authority to enter into this Agreement, and to execute a Warranty Deed pursuant to the Agreement in furtherance thereof. If Seller is a corporation, seller shall present Buyer with a corporate resolution authorizing the transfer and sale of the property prior to closing.
6. **TRANSFER BY WARRANTY DEED**: Seller shall by Warranty Deed convey to Buyer a fee simple interest, free and clear of all title defects, liens, and encumbrances, except real property

taxes for the current year, a lien not yet due and payable. The Warranty Deed shall contain the following warranties:

- (a) Title to the property has been registered in accordance with Guam law;
 - (b) That Grantor is lawfully seized of the property in fee simple;
 - (c) A Certificate of Title has been issued free, clear, and insurable that the same is free and clear of all encumbrances, excepting current real estate taxes, which are not yet due and payable;
 - (d) That Grantor has good right to sell and convey said property as aforesaid; (i.e.) That Grantee shall have the right of quiet enjoyment of said property; and
 - (e) that Grantor and their heirs, executors, and administrators warrant and defend the same to Grantee, his successors and assigns, against the lawful claims and demands of all persons.
7. **CLOSING COSTS:** Seller shall pay all costs and expenses of clearing title. Buyer shall pay all recording fees, preparing, executing and acknowledging the Warranty Deed (except those in connection with clearing title), the premium for any owner's title insurance policy and all fees and costs for any financing. Buyer shall pay all escrow fees. Each party shall be responsible for delivering any other documents required to be generated by this Agreement.
8. **SURVIVAL OF REPRESENTATIONS AND WARRANTIES:** All representations, warranties and covenants of Seller herein shall continue and shall be true and correct on and as of the Closing Date hereunder with the same force and effect as if made at that time, and all such representations, warranties and covenants shall survive closing and shall not be affected by any investigation, verification or approval by any party hereto or by anyone on Buyer's behalf.
9. **TITLE INSURANCE:** If a preliminary title search by a title insurance company chosen by Buyer reveals any encumbrances or clouds upon the title to the property (except for current taxes and any

other matters expressly provided for herein) and if Seller is unable to clear said defects and remove said encumbrances on or before the date of closing, such failure to provide clear title may at Buyer's election be treated as a default by Seller.

10. **DEFAULT:** If default shall be made by either party in any of the conditions and covenants by they to be performed hereunder and such default shall continue for a period of five (5) days, then after the lapse of such period.

(a) Seller's Default: In the event of the default by Seller, Buyer shall have the following rights:

- I. Buyer may terminate this Agreement without liability on the part of Buyer by giving written notice thereof to Seller and in such event, Seller shall repay to Buyer any amounts paid by Buyer to Seller and Escrow shall release to Buyer any amounts deposited in escrow by Buyer together with any interest earned thereon and thereafter neither party shall have any rights as against the other; or
- II. Buyer may waive any one or more of its rights under this Agreement and proceed to pay the purchase price and take title to the property; or
- III. Buyer may postpone closing for as long as Buyer deems necessary and, upon prior written concurrence from seller, Buyer shall have the right to use such portions of the purchase price as may be necessary to clear or bring the title to the property into compliance with Seller's warranties as set forth herein and to cover such cost and expenses, including without limitation, reasonable attorney's fees as Buyer may incur in such effort Buyer's expenditure of portions of the purchase price pursuant to this subparagraph shall be by disbursements from escrow which shall be made by the escrow agent upon and according to Buyer's instructions and may be deemed a dollar for dollar reduction in the purchase price.

(b) General Remedies: Without limitation of any other remedies specifically provided for herein, each party shall have such remedies as are available at law and equity, and without limitation Buyer shall be entitled to the remedy of specific performance.

11. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties hereto and supersedes all oral or written agreements and understandings made and entered into by the parties prior to the date hereof. Except as otherwise provided herein, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties unless by a written statement signed by each of them.
12. **TIME IS OF THE ESSENCE:** Time is specifically declared of the essence of this Agreement regarding all acts required to be done and performed by the parties.
13. **NO BROKERS:** Seller represents and warrants to Buyer and Buyer represents and warrants to Seller that they have not engaged any broker, finder, or agent in connection with this transaction and have not incurred any unpaid liability to any broker, finder, or agent or any brokerage fees, finder's fees, or commissions with respect to this transaction; and each agrees to indemnify the other against any claims asserted against the other for any such fees or commissions by any persons purporting to act or to have acted for or on behalf the indemnifying party.
14. **ATTORNEY'S FEES:** If either party files any action against the other arising out of this Agreement, or is made a party to any action or proceeding brought by the escrow agent, then as between Seller and Buyer, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable attorney's fees to be fixed by the arbitrator or court.
15. **WAIVER:** No waiver by a party of any provision of this Agreement shall be considered

a waiver of any other provision or any subsequent breach of the same or any other provision, including the time for performance of any such provision.

- 16. GOVERNING LAW:** This Agreement shall be construed and interpreted in accordance with the laws of the Territory of Guam. Any legal action regarding this Agreement shall be brought in the Courts of Guam.

IN WITNESS WHEREOF, the parties have executed this instrument on the date first above written.

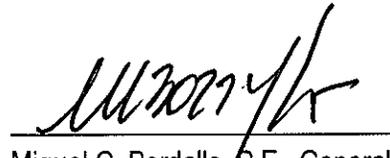
SELLER:

BUYER:

Guam Waterworks Authority



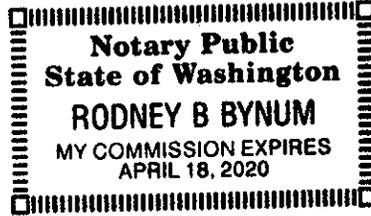
Rudolfo A. Duenas



Miguel C. Bordallo, P.E., General Manager

A C K N O W L E D G E M E N T

In and for Guam)
)ss
City of Spokane)



On this 7th day of September 2016, before me, a Notary Public in and for
Guam, personally appeared Rodolfo A Duenas, known to me to be the person whose
name are subscribed to the foregoing **Land Purchase and Sell Agreement** and acknowledged to me that
HE executed the same.

A handwritten signature in cursive script, appearing to read "Rod B Bynum", written over a solid horizontal line.

Notary Public

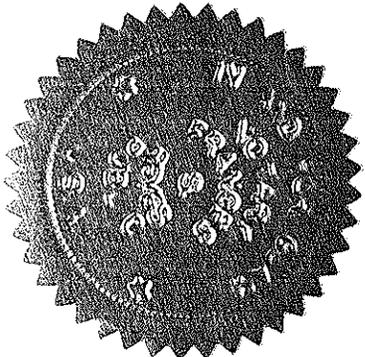
A C K N O W L E D G E M E N T

In and for Guam)
)ss

City of Manglar)

On this 30th day of Aug., 2016, before me, a Notary Public in and for Guam, personally appeared Miguel C. Bordallo, P.E., known to me to be the person whose name are subscribed to the foregoing **Land Purchase and Sell Agreement** and acknowledged to me that he executed the same.

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



Frances S. Reyes

Notary Public

FRANCES S. REYES
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: **SEPT. 18, 2018**
P.O. Box 2977 Hagatna, Guam 96932

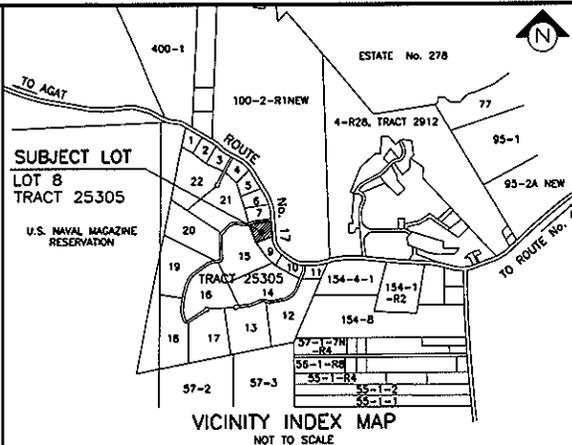
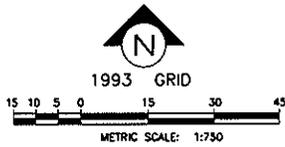
ACKNOWLEDGEMENT AND ACCEPTANCE OF ESCROW

Escrow agent hereby acknowledges receipt of the Agreement and agrees to serve as escrow agent.

Dated _____ this day of _____, 2016.

SECURITY TITLE, INC.

By: _____
Its Authorized Representative



CURVE DATA :

Ⓐ
 $\Delta = 90^{\circ} 00' 00''$
 $R = 10.000$
 $L = 15.7080$
 $Ch = 14.142$
 $ChB = S51^{\circ} 33' 47'' E$

Ⓑ
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2. ALL DISTANCES ARE IN METERS UNLESS OTHERWISE NOTED.
3. BEARINGS AND DISTANCES WITHIN THE PARENTHESES ARE RECORD DATA, ALL OTHERS ARE 1993 GRID.
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5. SUBJECT LOT IS ZONED "A" AGRICULTURAL PER 1966 OFFICIAL ZONING MAP F367545.
6. NO AS-BUILT EXIST AS OF APPROVAL OF THIS MAP.
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- ⊗ CGN STATION
- ⊙ FOUND NO. 4 REBAR SET BY PLS No. 65, SEE REF. # 1
- #4 REBAR SET WITH PLASTIC CAP MARKED PLS 65
- CENTERLINE CORNER
- ⊕ CONCRETE POWER POLE
- TELEPHONE MANHOLE

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 _____

PAUL L. SANTOS, P.L.S. No. 68
 GUAM CHIEF SURVEYOR/CHIEF OF CADASTRE

CERTIFICATE OF GUAM CHIEF PLANNER

APPROVAL PURSUANT TO TITLE 21, GUAM CODE ANNOTATED, CHAPTER 61, ZONING LAW AND CHAPTER 62, SUBDIVISION LAW

CERTIFICATE OF SURVEYOR

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NESTORIO C. IGNACIO, PLS No. 65 _____ DATE _____



- ENGINEERING (CIVIL/STRUCTURAL)
 - CONSTRUCTION MANAGEMENT ■ PLANNING
 - ENVIRONMENTAL SERVICES ■ SURVEYING
 - DEVELOPMENT CONSULTATION
 - GEOGRAPHIC INFORMATION SYSTEMS
- 7,0, Box 6800 Tapanoche, Guam 96931

LOT PARCELING SURVEY MAP

LOT 8, TRACT 25305

MUNICIPALITY OF YONA

L.S. 25	MUNICIPALITY OF YONA		SEC. 3
SURVEY DATA		LOT DATA	
FIELD	WKS & CREW	DATE	BASIC LOT 8, TRACT 25305
BOOK	DCM-2016		CERT. OF TITLE No. 124767
COMPUTED	CB	JULY 2016	REGISTERED ON:
DRAWN	CB	JULY 2016	IN THE NAME OF:
RESEARCHED	FD	JULY 2016	ESTATE OF JOSE CASTRO DUENAS
CHECKED	NCI	JULY 2016	
SATISFACTORY TO & APPROVED BY:			
SEE PLAN _____ DATE _____			
OWNER:	Doc. No. _____		
DWG No. DCAI-S-16-47	SHT. 1 OF 1	SCALE 1:750	L.M. CHECK No. -FY 2016

GGN TIE-SCHEME
 NOT TO SCALE

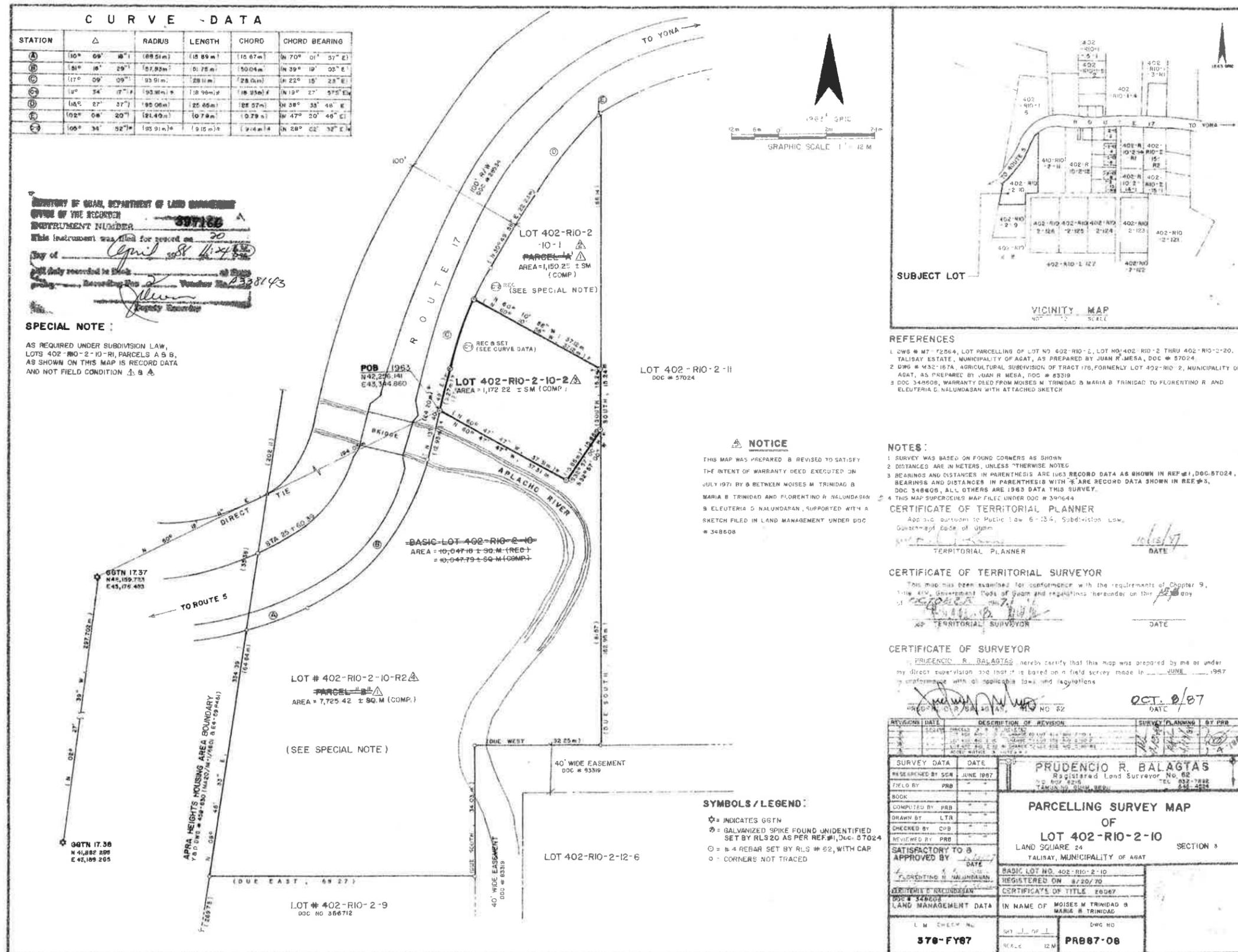
CGN 2080
 N 186,252.2824
 E 98,093.2556

CGN 2081
 N 186,254.2825
 E 98,232.8560

N89° 10' 30"E
 139.615

ROUTE No. 4
 C.C. No. 61-58, Doc. No. 93101
 30.48M. WIDE RIGHT OF WAY
 No. 17
 P.C. STA 225+04.44
 TO ROUTE No. 4
 545° 20' 48"E - 292.429 - (CIE-IN BY GPS)

Bill No. 387-33 (COR) (Exhibit B)

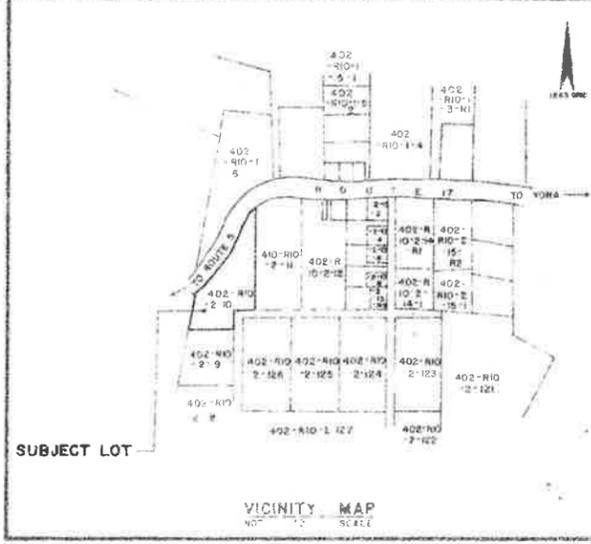
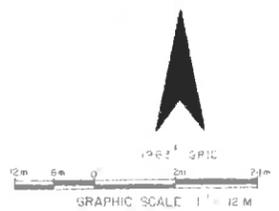


CURVE DATA

STATION	Δ	RADIUS	LENGTH	CHORD	CHORD BEARING
A	10° 09' 18"	(89.51m)	(15.89m)	(15.67m)	(N 70° 01' 37" E)
B	81° 18' 29"	(87.82m)	(17.75m)	(10.04m)	(N 39° 19' 03" E)
C	17° 09' 09"	(93.91m)	(28.11m)	(28.01m)	(N 22° 15' 28" E)
D	11° 34' 17"	(93.81m)	(18.98m)	(18.83m)	(N 19° 27' 57" E)
E	18° 27' 37"	(95.06m)	(25.66m)	(18.57m)	(N 38° 33' 48" E)
F	102° 08' 20"	(81.40m)	(10.78m)	(10.79m)	(W 47° 20' 46" E)
G	166° 34' 52"	(85.91m)	(9.15m)	(9.14m)	(N 28° 02' 37" E)

OFFICE OF GOAL, DEPARTMENT OF LAND MANAGEMENT
 OFFICE OF THE RECORDER
 INSTRUMENT NUMBER: **387185**
 This instrument was filed for record on 20
 Day of April 1987
 and duly recorded in Book 1338143
 Page 2 of 2 Pages
 in the Office of the Recorder
 at Manila, Philippines

SPECIAL NOTE:
 AS REQUIRED UNDER SUBDIVISION LAW,
 LOTS 402-RIO-2-10-1, PARCELS A & B,
 AS SHOWN ON THIS MAP IS RECORD DATA
 AND NOT FIELD CONDITION A & B.



REFERENCES

- DWS # M7-72564, LOT PARCELLING OF LOT NO. 402-RIO-2, LOT NO. 402-RIO-2 THRU 402-RIO-2-20, TALISAY ESTATE, MUNICIPALITY OF AGAT, AS PREPARED BY JUAN R. MESA, DOC # 57024.
- DWS # M32-1574, AGRICULTURAL SUBDIVISION OF TRACT 176, FORMERLY LOT 402-RIO-2, MUNICIPALITY OF AGAT, AS PREPARED BY JUAN R. MESA, DOC # 83319.
- DOC 348608, WARRANTY DEED FROM MOISES M. TRINIDAD & MARIA B. TRINIDAD TO FLORENTINO R. AND ELEUTERIA G. NALUNDASAN WITH ATTACHED SKETCH.

NOTICE
 THIS MAP WAS PREPARED & REVISED TO SATISFY THE INTENT OF WARRANTY DEED EXECUTED ON JULY 1971 BY & BETWEEN MOISES M. TRINIDAD & MARIA B. TRINIDAD AND FLORENTINO R. NALUNDASAN & ELEUTERIA G. NALUNDASAN, SUPPORTED WITH A SKETCH FILED IN LAND MANAGEMENT UNDER DOC # 348608.

NOTES:

- SURVEY WAS BASED ON FOUND CORNERS AS SHOWN.
- DISTANCES ARE IN METERS, UNLESS OTHERWISE NOTED.
- BEARINGS AND DISTANCES IN PARENTHESIS ARE 1963 RECORD DATA AS SHOWN IN REF #1, DOC. 57024.
- BEARINGS AND DISTANCES IN PARENTHESIS WITH * ARE RECORD DATA SHOWN IN REF #3, DOC. 348608, ALL OTHERS ARE 1983 DATA THIS SURVEY.
- THIS MAP SUPERSEDES MAP FILED UNDER DOC # 390644.

CERTIFICATE OF TERRITORIAL PLANNER
 App'd. pursuant to Public Law 6-134, Subdivision Law, Government Code of Guam.
 [Signature] DATE: 10/15/87

CERTIFICATE OF TERRITORIAL SURVEYOR
 This map has been examined for conformance with the requirements of Chapter 9, Title 41V, Government Code of Guam and regulations hereunder on this 15th day of [Month] 1987.
 [Signature] DATE: 10/15/87

CERTIFICATE OF SURVEYOR
 PRUDENCIO R. BALAGTAS hereby certify that this map was prepared by me or under my direct supervision and that it is based on a field survey made in JUNE 1987 in accordance with applicable laws and regulations.
 [Signature] DATE: OCT. 2/87

REVISION	DATE	DESCRIPTION OF REVISION	SURVEY PLANNING BY PRB
1	1987	SCALE CORRECTED TO 1" = 12 M	[Signature]
2	1987	ADDED DISTANCE TO CORNER 1	[Signature]
3	1987	ADDED DISTANCE TO CORNER 2	[Signature]
4	1987	ADDED DISTANCE TO CORNER 3	[Signature]
5	1987	ADDED DISTANCE TO CORNER 4	[Signature]

SURVEY DATA	DATE	PRUDENCIO R. BALAGTAS Registered Land Surveyor No. 82 P.O. BOX 8218 TAMUNAN, GUAM, 96961
RESEARCHED BY SGR	JUNE 1987	
FIELD BY PRB		
BOOK		
COMPUTED BY PRB		
DRAWN BY LTR		
CHECKED BY CPB		
REVIEWED BY PRB		
SATISFACTORY TO & APPROVED BY		
DATE: [Signature]		
FLORENTINO R. NALUNDASAN		
CERTIFICATE OF TITLE 60067		
IN NAME OF MOISES M. TRINIDAD & MARIA B. TRINIDAD		
L.M. CHECK NO.	DWG. NO.	
378-FY87	PR887-08	

SYMBOLS / LEGEND:

- ☆ = INDICATES GGTN
- ⊙ = GALVANIZED SPIKE FOUND UNIDENTIFIED SET BY RLS20 AS PER REF #1, DOC. 57024
- = # 4 REBAR SET BY RLS # 52, WITH CAP
- = CORNERS NOT TRACED

5810(R)

(R) 5810

LAND PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is made this 30th day of August, 2016, by and between **Rafael C. Salumbides and Aida D.L. Salumbides**, whose current mailing address is 181 Lancaster Way, Vallejo, California 94591, resident of California (hereinafter referred to as "Seller's") and the **Guam Waterworks Authority**, whose business address is Gloria B. Nelson Public Service Building, 688 Route 15, Mangilao, Guam 96913, (hereinafter referred to as "Buyer").

WITNESSETH:

WHEREAS, Seller is the owner of the property herein described and desires to sell said property.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. **PROPERTY:** Seller agrees to sell and Buyer agrees to purchase the real property located in the Municipality of Santa Rita, Territory of Guam (the "property") more particularly described as follows:

Lot Number 402-R10-2-10-1, Santa Rita, Guam, Estate Number 72426, Suburban, as said lot is described in that Parcelling Survey Map of Lot 402-R10-2-10 as shown on Drawing Number PRB87-08, as L.M. Check Number 378 FY 87, date 18 October 87 and recorded on 20 April 1988 under Instrument No. 397166 at Land Management.

For informational purposes only, the referenced map indicates the property contains an area of 1,150.25± square meters.

Last Certificate of Title Number: 105095 Moises M. Trinidad and Maria B. Trinidad, husband and wife.

2. **PURCHASE PRICE:** The purchase price for the property is Fifty Three Thousand Dollars (\$53,000), payable by certified or cashier's check as a deposit to be applied to the price at close of escrow described hereinafter;

3. **ESCROW:** Upon the execution of this Agreement an escrow shall be opened to consummate the sale of the property pursuant to this Agreement at **Security Title, Inc.** offices of Guam, located at 356 S. Marine Corps Drive, Tamuning, Guam 96913, shall confirm its willingness to serve in such capacity by signing the acceptance on Page 9 of this Agreement. If the escrow agent should be unable or unwilling to act, the parties shall designate another agent.

The sale of the property shall close thirty (30) days from the date of this Agreement (the "Closing Date") or at such other time as the parties may otherwise agree to in writing. The sale shall be considered closed when the Warranty Deed to the property is recorded.

Within five (5) days of the Closing Date, the parties shall execute and deliver to **Security Title, Inc.** the parties' joint escrow instructions consistent with the terms of this Agreement and shall provide **Security Title, Inc.** with such other information, documents and instruments as **Security Title, Inc.** may reasonably require to enable it to close the transaction on the Closing Date.

4. **TITLE:** Upon close of escrow, title to the property described herein shall pass to the Guam Waterworks Authority in fee simple title.
5. **SELLER'S WARRANTIES:** Seller represents, warrants and covenants that it is now the owner, in fee simple absolute and has the absolute unrestricted right to possession of the property which the subject of this Agreement and possesses all requisite right and authority to enter into this Agreement, and to execute a Warranty Deed pursuant to the Agreement in furtherance thereof. If Seller is a corporation, seller shall present Buyer with a corporate resolution authorizing the transfer and sale of the property prior to closing.
6. **TRANSFER BY WARRANTY DEED:** Seller shall by Warranty Deed convey to Buyer a fee simple interest, free and clear of all title defects, liens, and encumbrances, except real property

taxes for the current year, a lien not yet due and payable. The Warranty Deed shall contain the following warranties:

- (a) Title to the property has been registered in accordance with Guam law;
- (b) That Grantor is lawfully seized of the property in fee simple;
- (c) A Certificate of Title has been issued free, clear, and insurable that the same is free and clear of all encumbrances, excepting current real estate taxes, which are not yet due and payable;
- (d) That Grantor has good right to sell and convey said property as aforesaid; (i.e.) That Grantee shall have the right of quiet enjoyment of said property; and
- (e) that Grantor and their heirs, executors, and administrators warrant and defend the same to Grantee, his successors and assigns, against the lawful claims and demands of all persons.

7. **CLOSING COSTS:** Seller shall pay all costs and expenses of clearing title. Buyer shall pay all recording fees, preparing, executing and acknowledging the Warranty Deed (except those in connection with clearing title), the premium for any owner's title insurance policy and all fees and costs for any financing. Buyer shall pay all escrow fees. Each party shall be responsible for delivering any other documents required to be generated by this Agreement.
8. **SURVIVAL OF REPRESENTATIONS AND WARRANTIES:** All representations, warranties and covenants of Seller herein shall continue and shall be true and correct on and as of the Closing Date hereunder with the same force and effect as if made at that time, and all such representations, warranties and covenants shall survive closing and shall not be affected by any investigation, verification or approval by any party hereto or by anyone on Buyer's behalf.
9. **TITLE INSURANCE:** If a preliminary title search by a title insurance company chosen by Buyer reveals any encumbrances or clouds upon the title to the property (except for current taxes and any

other matters expressly provided for herein) and if Seller is unable to clear said defects and remove said encumbrances on or before the date of closing, such failure to provide clear title may at Buyer's election be treated as a default by Seller.

10. **DEFAULT:** If default shall be made by either party in any of the conditions and covenants by they to be performed hereunder and such default shall continue for a period of five (5) days, then after the lapse of such period.

(a) Seller's Default: In the event of the default by Seller, Buyer shall have the following rights:

- I. Buyer may terminate this Agreement without liability on the part of Buyer by giving written notice thereof to Seller and in such event, Seller shall repay to Buyer any amounts paid by Buyer to Seller and Escrow shall release to Buyer any amounts deposited in escrow by Buyer together with any interest earned thereon and thereafter neither party shall have any rights as against the other; or
- II. Buyer may waive any one or more of its rights under this Agreement and proceed to pay the purchase price and take title to the property; or
- III. Buyer may postpone closing for as long as Buyer deems necessary and, upon prior written concurrence from seller, Buyer shall have the right to use such portions of the purchase price as may be necessary to clear or bring the title to the property into compliance with Seller's warranties as set forth herein and to cover such cost and expenses, including without limitation, reasonable attorney's fees as Buyer may incur in such effort Buyer's expenditure of portions of the purchase price pursuant to this subparagraph shall be by disbursements from escrow which shall be made by the escrow agent upon and according to Buyer's instructions and may be deemed a dollar for dollar reduction in the purchase price.

(b) General Remedies: Without limitation of any other remedies specifically provided for herein, each party shall have such remedies as are available at law and equity, and without limitation Buyer shall be entitled to the remedy of specific performance.

11. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties hereto and supersedes all oral or written agreements and understandings made and entered into by the parties prior to the date hereof. Except as otherwise provided herein, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties unless by a written statement signed by each of them.
12. **TIME IS OF THE ESSENCE:** Time is specifically declared of the essence of this Agreement regarding all acts required to be done and performed by the parties.
13. **NO BROKERS:** Seller represents and warrants to Buyer and Buyer represents and warrants to Seller that they have not engaged any broker, finder, or agent in connection with this transaction and have not incurred any unpaid liability to any broker, finder, or agent or any brokerage fees, finder's fees, or commissions with respect to this transaction; and each agrees to indemnify the other against any claims asserted against the other for any such fees or commissions by any persons purporting to act or to have acted for or on behalf the indemnifying party.
14. **ATTORNEY'S FEES:** If either party files any action against the other arising out of this Agreement, or is made a party to any action or proceeding brought by the escrow agent, then as between Seller and Buyer, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable attorney's fees to be fixed by the arbitrator or court.
15. **WAIVER:** No waiver by a party of any provision of this Agreement shall be considered

a waiver of any other provision or any subsequent breach of the same or any other provision, including the time for performance of any such provision.

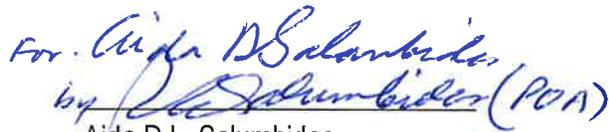
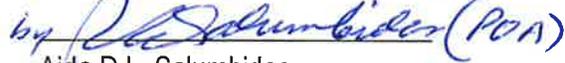
16. GOVERNING LAW: This Agreement shall be construed and interpreted in accordance with the laws of the Territory of Guam. Any legal action regarding this Agreement shall be brought in the Courts of Guam.

IN WITNESS WHEREOF, the parties have executed this instrument on the date first above written.

SELLER(S):


Rafael C. Salumbides

SELLER(S):

For: 
by  (POA)
Aida D.L. Salumbides

BUYER: Guam Waterworks Authority


Miguel C. Bordallo, P.E., General Manager

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Solano
On September 2nd, 2016 before me, Cynthia A. Carter, Notary Public
Date Here, Insert Name and Title of the Officer
personally appeared Rafael C. Salumbides
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Land Purchase and Sale Agreement Document Date: 09-02-2016
Number of Pages: 9 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rafael C. Salumbides
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

ACKNOWLEDGEMENT AND ACCEPTANCE OF ESCROW

Escrow agent hereby acknowledges receipt of the Agreement and agrees to serve as escrow agent.

Dated _____ this day of _____, 2016.

SECURITY TITLE, INC.

By: _____
Its Authorized Representative