

EDDIE BAZA CALVO
Governor



RAY TENORIO
Lieutenant Governor

2012 DEC 11 AM 10:31

Office of the Governor of Guam

December 10, 2012

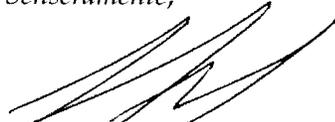
Honorable Judith T. Won Pat, Ed.D.
Speaker
I Mina'trentai Unu Na Liheslaturan Guåhan
155 Hesler Street
Hagåtña, Guam 96910

31-12-1986
Office of the Speaker
Judith T. Won Pat, Ed. D.
Date 12/10/12
Time 5:20 AM
Received by RNV

Dear Madame Speaker:

Transmitted herewith is Bill No. 459-31 (COR) "AN ACT TO AUTHORIZE *I MAGA'LAHEN GUÅHAN* TO EXCHANGE GOVERNMENT-OWNED PROPERTY IN *TAMUNING* FOR PRIVATELY-OWNED PROPERTY IN *DEDEDO* OWNED BY THE ESTATE OF LORENZO C. ROSARIO", which I signed into law on December 10, 2012 as **Public Law 31-253**.

Senseramente,



EDDIE BAZA CALVO

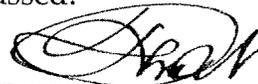
1986

Attachment: copy of Bill

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

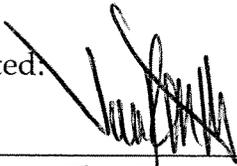
CERTIFICATION OF PASSAGE OF AN ACT TO I MAGA'LAHEN GUÅHAN

This is to certify that Bill No. 459-31 (COR), "AN ACT TO AUTHORIZE I MAGA'LAHEN GUÅHAN TO EXCHANGE GOVERNMENT-OWNED PROPERTY IN TAMUNING FOR PRIVATELY-OWNED PROPERTY IN DEDEDO OWNED BY THE ESTATE OF LORENZO C. ROSARIO", was on the 26th day of November, 2012, duly and regularly passed.



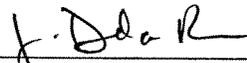
Judith T. Won Pat, Ed.D.
Speaker

Attested.



Tina Rose Muña Barnes
Legislative Secretary

This Act was received by *I Maga'lahaen Guåhan* this 28th day of Nov., 2012, at 11:10 o'clock A.M.



Assistant Staff Officer
Maga'lahaen's Office

APPROVED:


EDWARD J.B. CALVO
I Maga'lahaen Guåhan

Date: DEC 10 2012

Public Law No. 31-253

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

Bill No. 459-31 (COR)

As amended by the Committee on Appropriations, Taxation,
Public Debt, Banking, Insurance, Retirement and Land.

Introduced by:

T. R. Muña Barnes
Dennis G. Rodriguez, Jr.
T. C. Ada
V. A. Ada
F. F. Blas, Jr.
B. J.F. Cruz
Chris M. Dueñas
Judith P. Guthertz, DPA
Sam A. Mabini, Ph.D.
Adolpho B. Palacios, Sr.
V. C. Pangelinan
R. J. Respicio
M. Silva Taijeron
Aline A. Yamashita, Ph.D.
Judith T. Won Pat, Ed.D.

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

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

2 **Section 1. Legislative Findings and Intent.** *I Liheslaturan Guåhan* finds
3 that in 1987, through a land exchange with the government of Guam, Lorenzo C.
4 Rosario (now deceased) obtained real property described as “a portion of Lot No.
5 5024, containing an area of 3,976+ square meters, located in *Dededo*”. *I*
6 *Liheslaturan Guåhan* further finds that the government of Guam, through the

1 former Public Utilities Agency of Guam (PUAG), now Guam Waterworks
2 Authority (GWA), later constructed a wastewater pump station and related
3 facilities that encroached upon the Rosario property. This encroachment by the
4 PUAG was neither authorized by the late Lorenzo C. Rosario, nor was he ever
5 compensated for the use of his property. In 1993, the late Mr. Rosario initiated a
6 civil action for the purposes of partitioning the disputed property, as well as to seek
7 compensation for said encroachment. The Government's response in this civil
8 action implicated the interest of many other surrounding property owners, thus
9 resulting in a complicated and contentious lawsuit that would remain active for
10 nearly twenty (20) years. *I Liheslaturan Guåhan* further finds that through a
11 settlement agreement, a copy of which is attached as **Exhibit A** (the Settlement
12 Agreement), the Guam Waterworks Authority (GWA), in exchange for their
13 encroachment, has agreed to convey Lot No. 5168-4 containing an area of 3,976+
14 square meters located in *Tamuning*, Guam to the Estate of Lorenzo C. Rosario. *I*
15 *Liheslaturan Guåhan* further finds that after taking into consideration the fact that
16 for almost twenty (20) years the Rosario family was deprived of the opportunity to
17 utilize their property and develop it to its maximum potential, the authorization for
18 a land exchange is just and fair compensation.

19 It is, therefore, the intent of *I Liheslaturan Guåhan* to authorize *I*
20 *Maga'lahaen Guåhan* to effectuate a land exchange between the government of
21 Guam and the Estate of Lorenzo C. Rosario based on the final judgment recorded
22 as Civil Case No. CV1894-93, signed and dated on June 2, 2010, a copy of which
23 is attached as **Exhibit B** (Judgment).

24 **Section 2. Authorization for Land Exchange.** Notwithstanding any
25 other provision of law, and as fair compensation for privately-owned land
26 expropriated by the government of Guam for the construction of a wastewater
27 pump station and related facilities, *I Maga'lahaen Guåhan* is hereby authorized to

1 exchange the real property owned by the Estate of Lorenzo C. Rosario described
2 as:

3 Lot No. 5024-1-R1NEW-2, containing an area of 2,927+
4 square meters, located in the municipality of *Tamuning*
5 (formerly the municipality of *Dededo*) as marked and
6 designated on L.M. Checked No. 015-FY2011, and
7 Department of Land Management Instrument No.
8 825429, dated August 22, 2011, dated August 2011, a
9 copy of which attached as *Exhibit C* (Re-Subdivision
10 Survey Map of Lot No. 5024-1-R1NEW, municipality of
11 *Tamuning*)

12 with the government of Guam real property described as:

13 Lot No. 5168-4, municipality of *Tamuning*, Guam
14 containing an area of 3,976+ square meters, as marked
15 and designated on Department of Land Management
16 Drawing No. I4-89T 330, L.M. Checked No. 201-FY89,
17 dated May 1989 and described on Document No.
18 417648, recorded at the Department of Land
19 Management, Government of Guam. Certificate of Title
20 No. GC#3114, a copy of which is attached as *Exhibit D*
21 (Parceling Survey Map of Lot 5168, *Tamuning*,
22 municipality of *Dededo*).

23 **Section 3. Waiver of Appraisal Requirement.** §2107(b) of Chapter 2,
24 Title 2, Guam Code Annotated, requires two (2) appraisals for any transfer of land
25 or leasing of land before any consideration by *I Liheslatura* (the Legislature). *I*
26 *Liheslaturan Guåhan* hereby waives this requirement.

1 **Section 4. Effective Date.** This land exchange authorization *shall* take
2 effect upon the enactment of this Act.

EXHIBIT A

SETTLEMENT AGREEMENT

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

Recitals

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ONG

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Rosario shall dismiss with prejudice the Second Action.

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

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

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

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

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

Escrow

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

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

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

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

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

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

GOVERNMENT OF GUAM

By: _____

APPROVED AS TO FORM:

By: _____
Attorney General

JUDY F. UNTALAN

PATRICIA T. ROSARIO

DOLORES R. BOARDMAN

LORENZO C. ROSARIO, JR.

GUAM WATERWORKS AUTHORITY

By: _____
Julio Ong GM

LKC DEVELOPMENT CO.

By: _____

RENE ONG

DIANA ONG

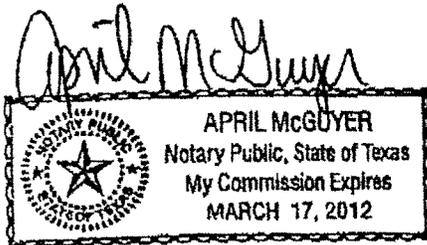
IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

GOVERNMENT OF GUAM

By: _____

APPROVED AS TO FORM:

By: _____
Attorney General



JUDY R. UNTALAN

PATRICIA T. ROSARIO
Dolores R. Boardman

DOLORES R. BOARDMAN

LORENZO C. ROSARIO, JR.

GUAM WATERWORKS AUTHORITY

By: _____

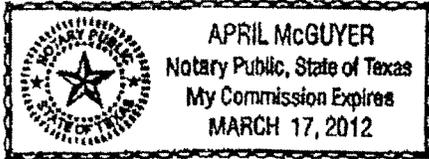
LKC DEVELOPMENT CO.

By: _____

RENE ONG

DIANA ONG

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



April McGuyer
Notary Public

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

Notary Public

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

Notary Public

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

Notary Public

DUB

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

GOVERNMENT OF GUAM

By: _____

APPROVED AS TO FORM:

By: _____
Attorney General

Judy R. Untalan

JUDY R. UNTALAN

City/County of Fernando
Commonwealth of Virginia
The foregoing instrument was acknowledged before me
this 25 day of Feb
by Judy R. Untalan
Fernando Untalan Notary Public
Reg. # 710 8413 Com. Exp. 10/31/2011

PATRICIA T. ROSARIO

DOLORES R. BOARDMAN

LORENZO C. ROSARIO, JR.

GUAM WATERWORKS AUTHORITY

By: _____

LKC DEVELOPMENT CO.

By: _____

RENE ONG

DIANA ONG

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

Notary Public

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

Froylan Hattin
Notary Public

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

Notary Public

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

Notary Public

Q

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

GOVERNMENT OF GUAM

APPROVED AS TO FORM:

By: 
Christopher M. Duenas, Director, DLM

By: _____
Attorney General

JUDY R. UNTALAN

PATRICIA T. ROSARIO

DOLORES R. BOARDMAN

LORENZO C. ROSARIO, JR.

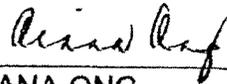
GUAM WATERWORKS AUTHORITY

By: _____

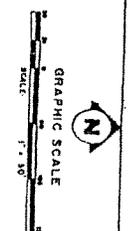
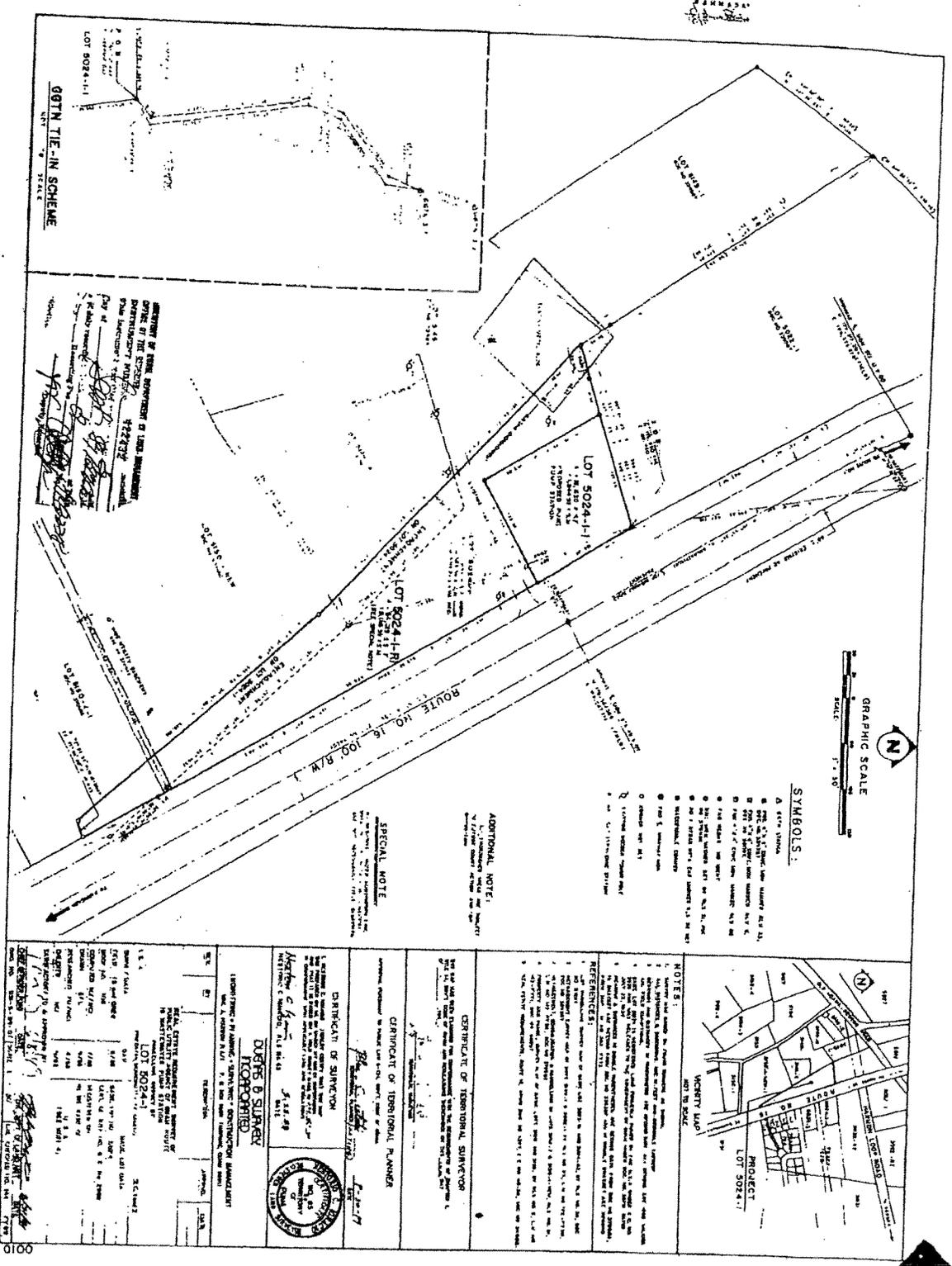
LKC DEVELOPMENT CO.

By: 


RENE ONG


DIANA ONG

6694

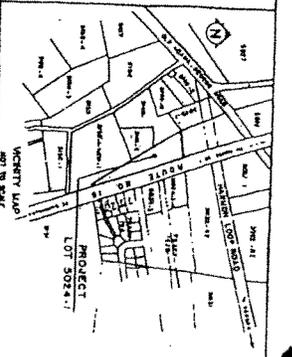


SYMBOLS:

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ADDITIONAL NOTES:
1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
2. ALL DIMENSIONS ARE TO CENTER OF ROAD OR CENTER OF LOT.
3. ALL DIMENSIONS ARE TO CENTER OF ROAD OR CENTER OF LOT.
4. ALL DIMENSIONS ARE TO CENTER OF ROAD OR CENTER OF LOT.

80TN TIE-IN SCHEME
PLAN NO. 5024-1-1
DATE: 10/1/77
SCALE: 1" = 50'



NOTES:
1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
2. ALL DIMENSIONS ARE TO CENTER OF ROAD OR CENTER OF LOT.
3. ALL DIMENSIONS ARE TO CENTER OF ROAD OR CENTER OF LOT.
4. ALL DIMENSIONS ARE TO CENTER OF ROAD OR CENTER OF LOT.

REFERENCES:
1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
2. ALL DIMENSIONS ARE TO CENTER OF ROAD OR CENTER OF LOT.
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4. ALL DIMENSIONS ARE TO CENTER OF ROAD OR CENTER OF LOT.

CERTIFICATE OF TERRITORIAL SURVEYOR
I, [Name], a duly licensed Surveyor of the State of Tennessee, do hereby certify that the foregoing is a true and correct copy of the original survey as shown to me by the applicant.

CERTIFICATE OF TERRITORIAL PLANNER
I, [Name], a duly licensed Territorial Planner of the State of Tennessee, do hereby certify that the foregoing is a true and correct copy of the original plan as shown to me by the applicant.

DIRECTOR OF SURVEYING
I, [Name], do hereby certify that the foregoing is a true and correct copy of the original survey as shown to me by the applicant.

DUPRE & SUPAR
INCORPORATED
1000 N. W. 10th St.
Tomball, Texas 77375
Tel. 281-291-1111

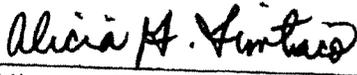
EXHIBIT
A

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

GOVERNMENT OF GUAM

By: 
Christopher M. Duenas, Director, DLM

APPROVED AS TO FORM:

By: 
Alicia H. Ventura
Attorney General

JUDY R. UNTALAN

PATRICIA T. ROSARIO

DOLORES R. BOARDMAN

LORENZO C. ROSARIO, JR.

GUAM WATERWORKS AUTHORITY

By: _____

LKC DEVELOPMENT CO.

By: 

RENE ONG

DIANA ONG

EXHIBIT B

FILED
S/ [unclear]

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

2007 JUN -3 10:15 AM
CLERK OF COURT
BY: [unclear]

Attorneys for LKC DEVELOPMENT, CO.

IN THE SUPERIOR COURT OF GUAM

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

Plaintiffs,

vs.

GOVERNMENT OF GUAM,
Defendant.

CIVIL CASE NO. CV1894-93

(Proposed)
JUDGMENT

GOVERNMENT OF GUAM,
Third-Party Plaintiff,

vs.

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

Third-Party Defendants.

ROBT MANTANONA, LLP

Date: 06/07/2010
Time: 4:14pm
Initials: [signature]

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

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

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

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

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

Dated: JUN 02 2010.

Original Signed By:
Hon. Elizabeth Barrett-Anderson

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

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

JUN - 3 2010

Glenn J. Mendicino
Deputy Clerk, Superior Court of Guam

6

I MINA' TRENTAI UNU NA LIHESLATURAN GUÅHAN

2012 (SECOND) Regular Session

Date: 11/26/12

VOTING SHEET

ABill No. 459-31(COR)

Resolution No. _____

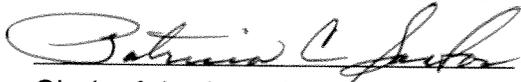
Question: _____

NAME	YEAS	NAYS	NOT VOTING/ ABSTAINED	OUT DURING ROLL CALL	ABSENT
ADA, Thomas C.	✓				
ADA, V. Anthony	✓				
BLAS, Frank F., Jr.	✓				
CRUZ, Benjamin J. F.	✓				
DUENAS, Christopher M.					EA
GUTHERTZ, Judith Paulette	✓				
MABINI, Sam	✓				
MUNA-BARNES, Tina Rose	✓				
PALACIOS, Adolpho Borja, Sr.	✓				
PANGELINAN, vicente (ben) cabrera					EA
RESPICIO, Rory J.	✓				
RODRIGUEZ, Dennis G., Jr.	✓				
SILVA TAIJERON, Mana	✓				
WON PAT, Judith T.	✓				
YAMASHITA, Aline A.	✓				

TOTAL

13 0 0 0 2

CERTIFIED TRUE AND CORRECT:


Clerk of the Legislature

* 3 Passes = No vote
EA = Excused Absence



I Mina'trentai Unu Na Liheslaturan Guåhan

Senator Vicente (ben) Cabrera Pangelinan (D)

SEP 19 2012

2012 SEP 25 AM 8:15

[Handwritten mark]

Chairman
Committee on Appropriations,
Taxation, Public Debt, Banking,
Insurance, Retirement, and
Land

Vice Chairman
Committee on Education

Member
Committee on Rules,
Federal, Foreign &
Micronesian Affairs and
Human & Natural
Resources

Member
Committee on
Municipal Affairs,
Tourism, Housing, and
Recreation

Member
Committee on the Guam
Military Buildup and
Homeland Security

Member
Committee on Health and
Human Services, Senior
Citizens, Economic
Development, and Election
Reform

The Honorable Judith T. Won Pat, Ed.D.
Speaker
I Mina'trentai Una Na Liheslaturan Guåhan
155 Hesler Place
Hagåtña, Guam 96910

VIA: The Honorable Rory J. Respicio
Chairperson, Committee on Rules

RE: Committee Report on Bill No 459-31 (COR), As Amended

Dear Speaker Won Pat:

Transmitted herewith is the Committee Report on Bill No. 459-31 (COR), "An Act to Authorize *I Maga'lahren Guahan* to exchange government owned property in Tamuning for privately-owned property in Dededo owned by the estate of Lorenzo C. Rosario sponsored by Senator Tina Muna Barnes, which was referred to the Committee on Appropriations, Taxation, Public Debt, Banking, Insurance, Retirement, and Land.

Committee votes are as follows:

- 5 TO PASS
0 NOT TO PASS
0 TO REPORT OUT ONLY
0 TO ABSTAIN
0 TO PLACE IN INACTIVE FILE

Si Yu'os Ma'åse',

[Signature]
Vicente (ben) Cabrera Pangelinan
Chairman

**COMMITTEE REPORT
ON**

Bill No. 459-31 (COR), As Amended

Sponsored by Senator Tina Muna Barnes

**An Act to Authorize *I Maga'lahaen Guahan* to
exchange government owned property in
Tamuning for privately-owned property in
Dededo owned by the estate of Lorenzo C.
Rosario**



I Mina'trentai Unu Na Liheslaturan Guåhan

Senator Vicente (ben) Cabrera Pangelinan (D)

SEP 19 2012

MEMORANDUM

To: **All Members**
Committee on Appropriations, Taxation, Public Debt, Banking,
Insurance, Retirement, and Land

From: Senator Vicente (ben) Cabrera Pangelinan
Committee Chairperson

Subject: Committee Report on Bill No. 459-31 (COR), As Amended

Transmitted herewith for your consideration is the Committee Report on Bill No. 459-31 (COR), As Amended, "An Act to Authorize *I Maga'lahren Guahan* to exchange government owned property in Tamuning for privately-owned property in Dededo owned by the estate of Lorenzo C. Rosario" sponsored by Senator Tina Muna Barnes.

This report includes the following:

1. Committee Voting Sheet
2. Committee Report Narrative
3. Copy of Bill No.459-31 (COR), As Introduced
4. Copy of Bill No 459-31 (COR), As Amended
5. Public Hearing Sign-in Sheet
6. Copies of Written Testimonies
7. Copy of Fiscal Note
8. Copy of COR referral Bill No. 459-31 (COR)
9. Notices of Public Hearing
10. Copy of the Public Hearing Agenda

Please take the appropriate action on the attached voting sheet. Your attention to this matter is greatly appreciated. Should you have any questions or concerns, please do not hesitate to contact my office.

Si Yu'os Ma'åse',


Vicente (ben) Cabrera Pangelinan
Chairman

Chairman
Committee on Appropriations,
Taxation, Public Debt, Banking,
Insurance, Retirement, and
Land

Vice Chairman
Committee on Education

Member
Committee on Rules,
Federal, Foreign &
Micronesian Affairs and
Human & Natural
Resources

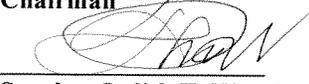
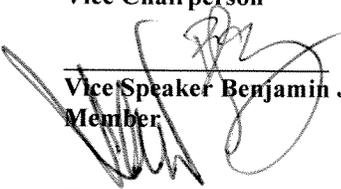
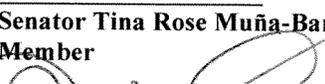
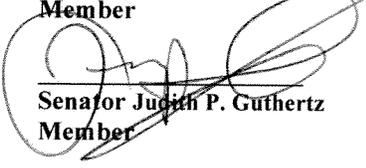
Member
Committee on
Municipal Affairs,
Tourism, Housing, and
Recreation

Member
Committee on the Guam
Military Buildup and
Homeland Security

Member
Committee on Health and
Human Services, Senior
Citizens, Economic
Development, and Election
Reform

I MINA' TRENTAI UNU NA LIHESLATURAN GUÅHAN
Committee Voting Sheet
Committee on Appropriations, Taxation, Banking, Public Debt, Insurance,
Retirement, and Land

Bill No. 459-31 (COR), As Amended, "An Act to Authorize *I Maga'lahen Guahan* to exchange government owned property in Tamuning for privately-owned property in Dededo owned by the estate of Lorenzo C. Rosario"

Committee Members	To Pass	Not To Pass	Report Out Only	Abstain	Inactive File
 Senator Vicente (ben) Cabrera Pangelinan Chairman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Speaker Judith T. Won Pat, Ed.D Vice Chairperson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Vice Speaker Benjamin J. F. Cruz Member	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Senator Tina Rose Muña-Barnes Member	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Senator Judith P. Guthertz Member	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Senator Dennis Rodriguez, Jr. Member	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Senator V. Anthony Ada Member	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Senator Christopher M. Duenas Member	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Senator Mana Silva Taijeron Member	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



I Mina'trentai Unu Na Liheslaturan Guåhan

Senator Vicente (ben) Cabrera Pangelinan (D)

Committee Report

Bill No. 459-31 (COR): An Act to Authorize *I Maga'lahren Guahan* to exchange government-owned property in Tamuning for privately-owned property in Dededo owned by the estate of Lorenzo C. Rosario.

I. OVERVIEW

Chairman
Committee on Appropriations,
Taxation, Public Debt, Banking,
Insurance, Retirement, and
Land

Vice Chairman
Committee on Education

Member
Committee on Rules,
Federal, Foreign &
Micronesian Affairs and
Human & Natural
Resources

Member
Committee on
Municipal Affairs,
Tourism, Housing, and
Recreation

Member
Committee on the Guam
Military Buildup and
Homeland Security

Member
Committee on Health and
Human Services, Senior
Citizens, Economic
Development, and Election
Reform

The Committee on Appropriations, Taxation, Public Debt, Banking, Insurance, Retirement, and Land convened a public hearing on Monday, August 6, 2012 at 9:00 am in *I Liheslatura's* public hearing room.

Public Notice Requirements

Notices were disseminated via hand-delivery and e-mail to all senators and all main media broadcasting outlets on July 30, 2012 (5-Day Notice), and again on August 4, 2012 (48 Hour Notice).

(a) Committee Members and Senators Present

Senator Vicente (ben) Cabrera Pangelinan, Chairman
Vice Speaker BJ Cruz, Member
Senator Tina Muna Barnes, Member
Senator V. Anthony Ada, Member
Senator Chris Duenas, Member
Senator Rory Respicio
Senator Tom Ada
Senator Aline Yamashita

(b) Appearing before the Committee

Mr. Lorenzo C. Rosario, Jr.

(c) Written Testimonies Submitted

Mr. Monte Mafnas, Director of the Department of Land Management
Attorney Cesar C. Cabot, Attorney for the Estate of Lorenzo C. Rosario
Judy Rosario, daughter of the late Mr. Lorenzo C. Rosario
Patricia Rosario, daughter of the late Mr. Lorenzo C. Rosario
Dolores Rosario Boardman, daughter of the late Mr. Lorenzo C. Rosario

II. COMMITTEE PROCEEDINGS

Chairman Pangelinan. On the agenda is Bill No. 459-31 (COR), An Act to Authorize *I Maga'lahren Guahan* to exchange government-owned property in Tamuning for privately-owned property in Dededo owned by the estate of Lorenzo C. Rosario. We have signed up to testimony, Mr. Lorenzo Rosario.

Before we receive testimony from Mr. Rosario, we will go ahead and ask the author of the legislation, Senator Tina Muna Barnes to give us a brief synopsis of the bill.

(a) Bill Sponsor Summary

Senator Tina Muna Barnes. *Saina Ma'ase*, Mr. Chair. I want to thank Mr. Rosario for being here. I want to give a little history of this bill.

In 1987, through a land exchange with the government of Guam, Lorenzo C. Rosario who is now deceased obtained real property and that portion is Lot No. 5024 and it contained an area of about 3,976 square meters + located in Dededo. PUAG, at the time, which is now Guam Waterworks Authority later constructed a wastewater pump station and related facility that encroached upon the Rosario property. The late Mr. Rosario never authorized the encroachment nor was he ever compensated for the use of the property. In 1993, Mr. Rosario filed a civil action for the purpose of partitioning the disputed property for the compensation of the encroachment. The civil case remained active for about twenty (20) years and through a settlement agreement, Guam Water Work's Authority in exchange for the encroachment agreed to convey Lot No. 5168-4 containing 3,976 square meters located in Tamuning to the estate of the late Lorenzo C. Rosario. Taking into consideration that twenty (20) years has passed and the family has not been able to fully utilize their property, that land exchange according to the Rosario family is fair and just compensation.

I also want to note that through the settlement agreement, which was signed in 2010 this matter had gone through the court system and that settlement agreement was approved by Judge Elizabeth Barrett-Anderson on June 2, 2010. The delivery of Lot No. 5168-4 is subject to the approval of this august body and in accordance with 21 GCA, Section 60112. The Rosario family feels that this bill is very important and they believe that equity, justice and peace of mind can be brought if the passage of Bill 459-31 is served and they are imploring the body's support on this matter.

Saina Ma'ase for giving me the opportunity to give you a brief history on Bill No. 459-31.

Chairman Pangelinan. Thank you very much Senator Barnes, *Si Yu'os Ma'ase*. Mr. Rosario, you may proceed with your presentation.

(b) Testimony

Mr. Lorenzo Rosario, Jr. Good morning. Basically, exactly what Senator Barnes mentioned. In a nutshell, this has been a very long process that we've been through. A couple of years ago, we finally came to a settlement. This is the last piece to our puzzle that we would like to put behind us and move forward. It is there (referring to the bill) for the reading and pretty self-explanatory.

Senator Tina Muna Barnes. Mr. Chair, I want to note for the record that the Department of Land Management submitted testimony with recommendations and suggested amendments. Also, Attorney Cabot has submitted written testimony in support of this bill delineating the history of the estate and this case. We also received testimony from several other folks: Dolores Rosario Boardman, Patricia T. Rosario and Judy Rosario.

The recommendation from Mr. Monte Mafnas (of the Department of Land Management) is hereby submitted how the lot should be situated.

Chairman Pangelinan. Thank you very much. We did receive the Department of Land Management's testimony and that of course will be put into the record. We don't have the others that you mentioned so please submit that to the Committee staff so we can be sure to make it part of the record.

(Directed to Mr. Rosario)

How did the property get identified as to where you were going to do the exchange?

Mr. Lorenzo Rosario, Jr. When we were going through the settlement with the Attorney General's Office, Land Management (all the heads there) and my attorney, we sat down – and I guess this is when we are trying to settle with GWA compared to the property that they were encroaching on our property at that time. So, we sat down and they (GWA) were the ones who offered us what other properties were available at the time that were free and clear and gave us a list. We looked it over with our attorney and chose the one in Tamuning. We made the suggestion and put it in writing of our request and we all agreed. That is how we got the property.

Chairman Pangelinan. I was kind of curious because the property that you are exchanging is GWA's or is now being used for GWA and yet we are taking government of Guam land to settle a GWA liability?

Mr. Lorenzo Rosario, Jr. That's what was presented to us in our settlement agreement and all the steps were taken. That's what was given to us and stated at that time.

Chairman Pangelinan. So, Land Management and the AG... did they bring in GWA?

Mr. Lorenzo Rosario, Jr. I am not sure who represented GWA. I believe so. It was the AG representing the government side. Anybody could have represented GWA. I really don't know at that time. It was all the heads of Land Management; I believe it was Mr. Santos and Mr. Mafnas, aside from my attorney and the AG's office. We all sat down and discussed at that point in time what part of our settlement we were at and this is what they offered to us in

regards to GWA's settlement portion because there were 2-3 other people involved in regards to the original property. GWA was the last one. We have already settled with the three. Then, this is the last so we can close out the estate.

Chairman Pangelinan. Ok. Thank you very much. Any questions? Senator Duenas.

Senator Chris Duenas. Thank you to the author of the bill to put closure to this issue. I was the Director (of Land Management) at the time and presided over this and just for information for the panel as we go to deliberate, the reason why it's GWA property being given up is because they are the ones who took your property to begin with. So, what happened is they did not use proper maps and they did not use proper core location when they built their well. After twenty (20) years of having taken your land, it would only be right to use their footprint of property in the same area, which your Mom and others wanted to do at the time. I just want to publicly apologize as I did in my office that it took this long. I am glad that you finally came to a resolution. Congratulations.

Mr. Lorenzo Rosario, Jr. That is what we are hoping for.

Senator Chris Duenas. Absolutely. You deserve. I was happy that you didn't ask for anything back.

Mr. Lorenzo Rosario, Jr. It's very hard to battle against the government.

Senator Chris Duenas. I understand. Once again, I commend you and your family for wanting to get back what is rightfully yours having lost the highest investment of your land for that amount of time.

Mr. Lorenzo Rosario, Jr. Since my father first acquired the property, we have yet to benefit from it. We have been paying taxes through the course of the past years. It is kind of disappointing that we can't utilize it. This is where we are at now. We just want to put closure.

Senator Chris Duenas. That's why even the requirement of law now mandates Land Management to have a huge report for this because this is a complete injustice.

Mr. Lorenzo Rosario, Jr. A few years back or even ten years ago, we probably wouldn't have gone through this process. But, since all these new laws came into place, this is where we are. I have been battling this thing physically and with my time spent for almost 6-7 years. All my sisters have since moved off island.

Senator Chris Duenas. All the best to you and I know your Mom is smiling on you now. I am sure you will get support. You have my support when it hits the floor. Thank you.

Chairman Pangelinan. Senator Duenas, did I hear you correctly saying the property that is being used for an exchange is GWA property?

Senator Chris Duenas. I believe at the time the way they had cut it out and acquired that land and when it was in their inventory, they were transmitted back.

Chairman Pangelinan. So, it's not GovGuam property that we are using to exchange? It's GWA property?

Senator Chris Duenas. GWA had taken the entire footprint at the time and built the pump station on their private property.

Chairman Pangelinan. Right. And so the settlement is ...where is this new property that is being exchanged?

Mr. Lorenzo Rosario, Jr. This one is directly behind the Shell gas station, across JFK.

Chairman Pangelinan. But that is not GWA property, that is GovGuam property? Is that GWA property?

Senator Chris Duenas. Originally was in the inventory of GWA.

Chairman Pangelinan. Ok.

Senator Tina Muna Barnes. Mr. Chair, also want to note for the record that maps and the settlement agreement as signed by Judge Barrett-Anderson is submitted with the original documentation and is with clerk of the legislature.

Chairman Pangelinan. Thank you very much. There being no further questions. Mr. Rosario, *Dangkulo na Si Yu'os Ma'ase*.

If there are no other comments, this concludes the testimony on Bill No. 459-31. There being no additional individuals to present any additional testimony, this Committee will continue to remain open for the acceptance of any additional information or public testimony on the bill discussed. You can submit those testimonies to my office directly on Soledad Avenue, as well as the Guam Legislature or through any of the electronic processes either email at senbenp@guam.net or through our website at senbenp.com

III. FINDINGS & RECOMMENDATION

The Committee on Appropriation, Taxation, Public Debt, Banking, Insurance, Retirement, and Land, hereby reports Bill No. 459-31 (COR), as amended with the recommendation To Pass.

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

Bill No. 459-31 (car)

Introduced By:

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

2012 MAY 21 AM 1:56
MUN
BY

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

BE IT ENACTED BY THE PEOPLE OF GUAM:

Section 1. Legislative Findings and Intent. *I Liheslaturan Guåhan* finds

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

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

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

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

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

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

3 With the Government of Guam real property described as:

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

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

EXHIBIT A

SETTLEMENT AGREEMENT

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

Recitals

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ONG

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Rosario shall dismiss with prejudice the Second Action.

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

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

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

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

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

Escrow

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

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

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

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

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

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

GOVERNMENT OF GUAM

By: _____

APPROVED AS TO FORM:

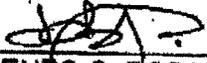
By: _____
Attorney General

JUDY R. UNTALAN



PATRICIA T. ROSARIO

DOLORES R. BOARDMAN



LORENZO C. ROSARIO, JR.

GUAM WATERWORKS AUTHORITY

By: _____


LKC DEVELOPMENT CO.

By: _____

RENE ONG

DIANA ONG

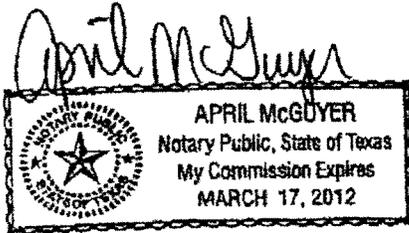
IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

GOVERNMENT OF GUAM

By: _____

APPROVED AS TO FORM:

By: _____
Attorney General



JUDY R. UNTALAN

PATRICIA T. ROSARIO
Dolores R. Boardman

DOLORES R. BOARDMAN

LORENZO C. ROSARIO, JR.

GUAM WATERWORKS AUTHORITY

By: _____

LKC DEVELOPMENT CO.

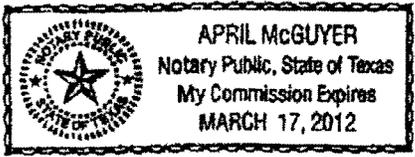
By: _____

RENE ONG

DIANA ONG

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

April McGuyer
Notary Public



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

Notary Public

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

Notary Public

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

Notary Public

DUB

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

GOVERNMENT OF GUAM

By: _____

APPROVED AS TO FORM:

By: _____
Attorney General

Judy R. Untalan

JUDY R. UNTALAN

City/County of Fairfax
Commonwealth of Virginia
The foregoing instrument was acknowledged before me
this 25 day of Feb
by Judy Untalan

PATRICIA T. ROSARIO

Forest Hadden Notary Public
Reg. # 710 9413 Com. Exp. 10/31/2011

DOLORES R. BOARDMAN

LORENZO C. ROSARIO, JR.

GUAM WATERWORKS AUTHORITY

By: _____

LKC DEVELOPMENT CO.

By: _____

RENE ONG

DIANA ONG

Q

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

Notary Public

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

Franz Hattler
Notary Public

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

Notary Public

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

Notary Public

Q

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

GOVERNMENT OF GUAM

APPROVED AS TO FORM:

By: 
Christopher M. Duenas, Director, DLM

By: _____
Attorney General

JUDY R. UNTALAN

PATRICIA T. ROSARIO

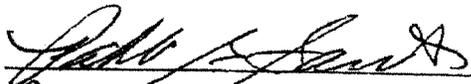
DOLORES R. BOARDMAN

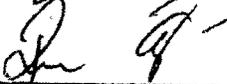
LORENZO C. ROSARIO, JR.

GUAM WATERWORKS AUTHORITY

By: _____

LKC DEVELOPMENT CO.

By: 


RENE ONG

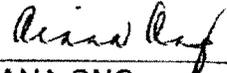
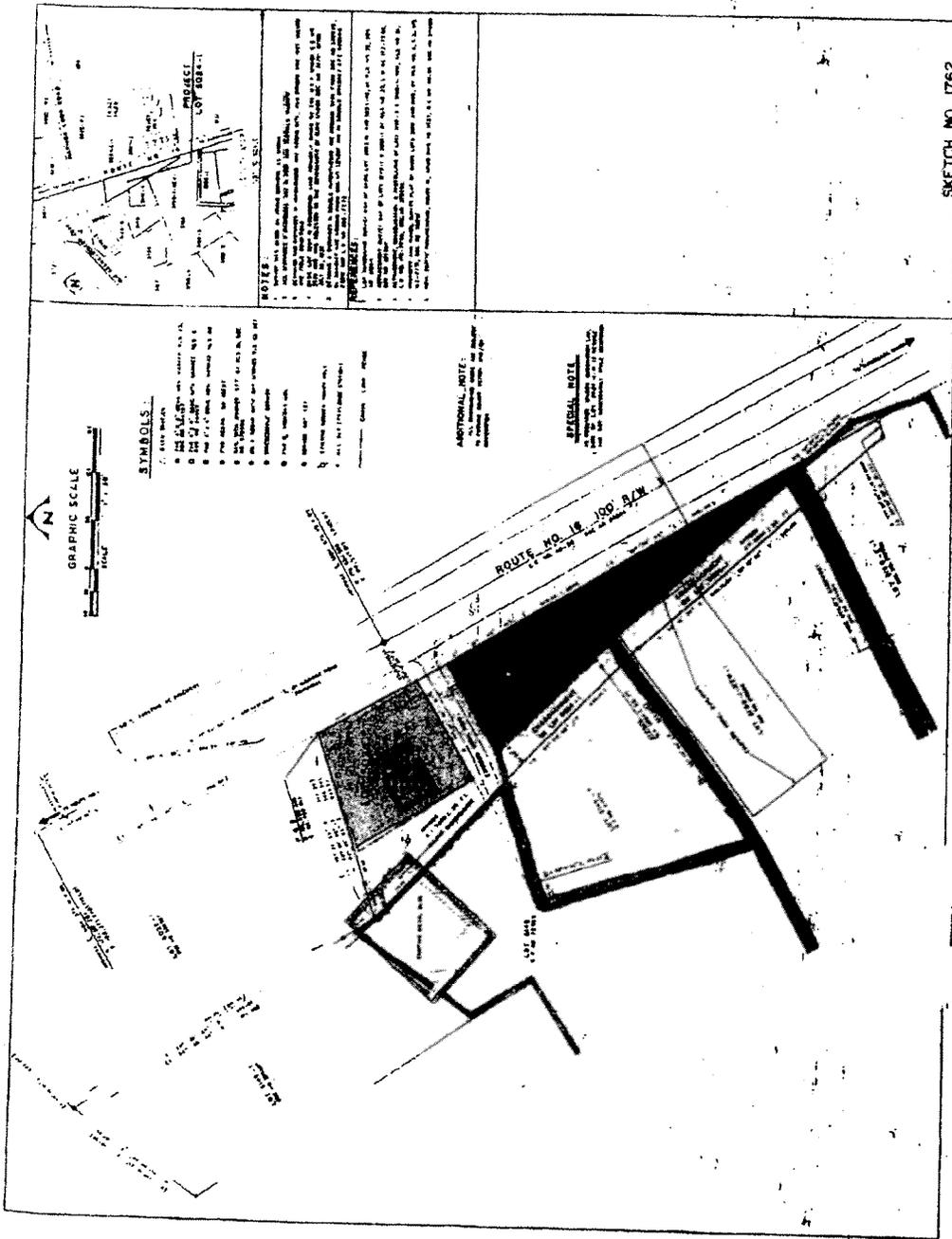
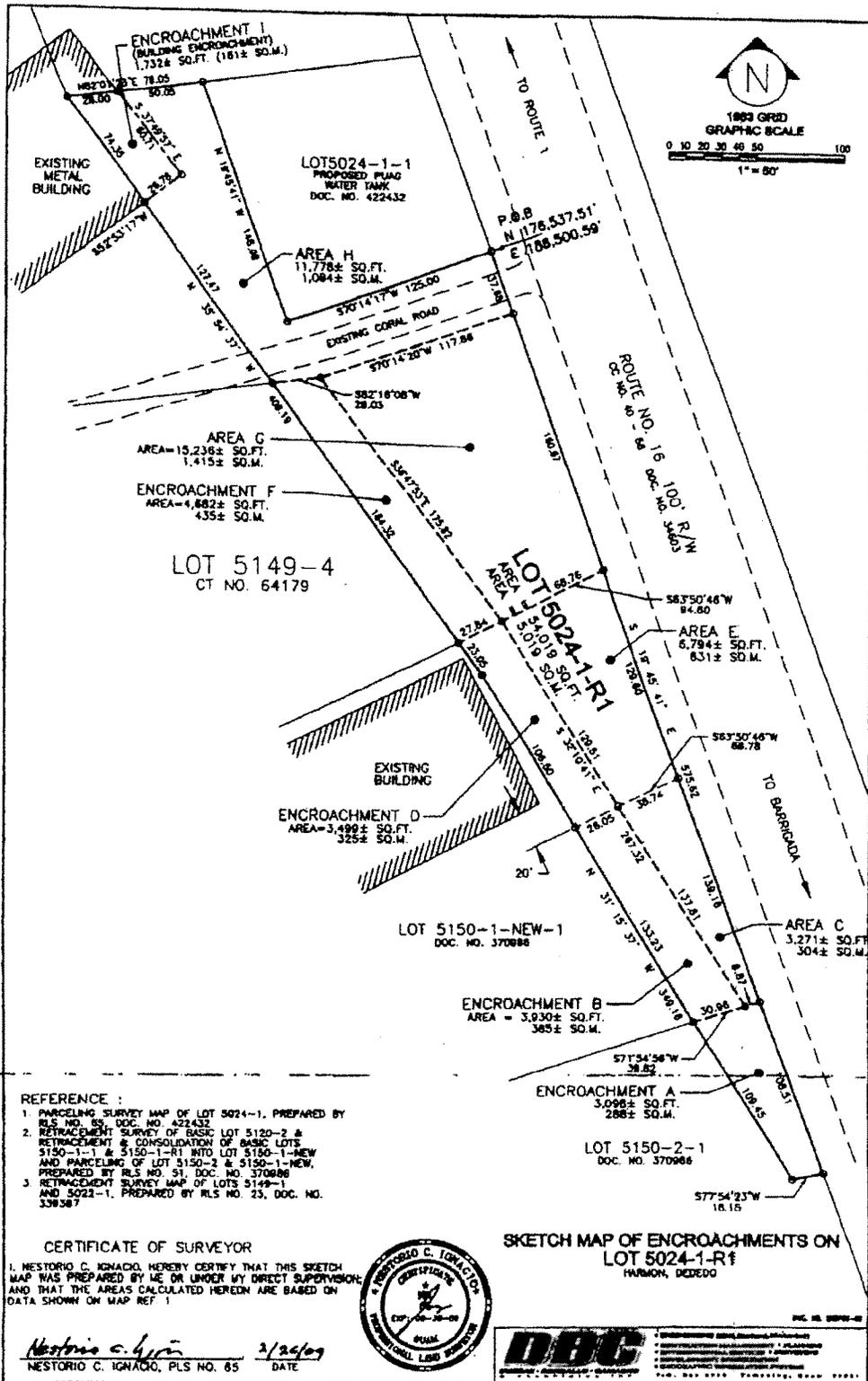
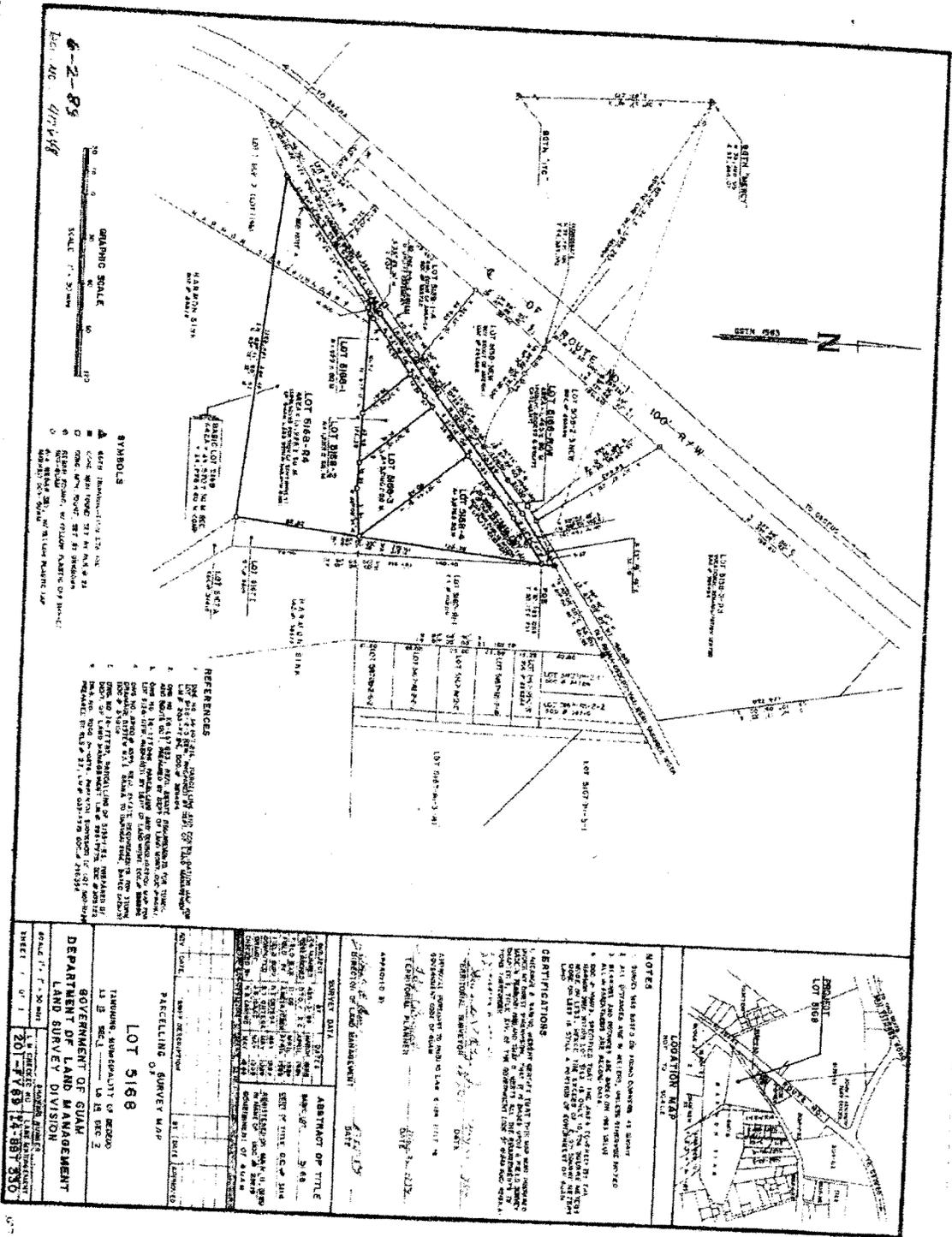

DIANA ONG

EXHIBIT
B



SKETCH NO. 1762
14-90T 353





6-2-85
 400 AC
 417448

GRAPHIC SCALE
 1" = 200'

SYMBOLS

REFERENCES

100-R

LOT 5168

PARCELLING SURVEY MAP

DEPARTMENT OF LAND MANAGEMENT

LAND SURVEY DIVISION

201-718-1681

4-881-830

NOTES

DEFINITIONS

TECHNICAL DRAWING

DATE

1:50

Received
 7-23-85
 Attorney General
 Consultant
 1:50

Received
 7-23-85
 Attorney General
 Consultant
 1:50

EXHIBIT B

FILED
ST. JAMES

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

FILED
CLERK OF COURT
BY: _____

Attorneys for LKC DEVELOPMENT, CO.

IN THE SUPERIOR COURT OF GUAM

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

CIVIL CASE NO. CV1894-93

Plaintiffs,

vs.

GOVERNMENT OF GUAM,

Defendant.

(Proposed)
JUDGMENT

GOVERNMENT OF GUAM,

Third-Party Plaintiff,

vs.

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

Third-Party Defendants.

LEOT MANTANONA, LLP

Date: 06/07/2000
Time: 4:10pm
Initials: BYM

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

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

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

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

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

Dated: JUN 02 2010

Original Signed By:

Hon. Elizabeth Barrett-Anderson

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

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

JUN - 3 2010

Glenric J. Fernandez
Deputy Clerk, Superior Court of Guam

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

Bill No. 459-31 (COR)

As Amended by the Committee on Appropriations, Taxation,
Public Debt, Banking, Insurance, Retirement and Land

Introduced By:

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

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

BE IT ENACTED BY THE PEOPLE OF GUAM:

Section 1. Legislative Findings and Intent. *I Liheslaturan Guåhan* finds

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

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

11 It is therefore the intent of *I Liheslaturan Guåhan* to authorize *I Maga'lahren*
12 *Guåhan* to effectuate a land exchange between the ~~Guam Waterworks Authority~~
13 ~~(GWA)~~ Government of Guam and the Estate of Lorenzo C. Rosario based on the
14 final judgment recorded as Civil Case No. CV1894-93, signed and dated on June 2,
15 2010, a copy of which attached as **Exhibit B** (“Judgment”).

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

22 Lot No. 5024-1-R1NEW-2, containing an area of 2,927±
23 square meters, located in the Municipality of Tamuning
24 (Formerly the Municipality of Dededo) as marked and
25 designated on L.M. Checked No. 015-FY2011, and
26 Department of Land Management Instrument No.
27 825429, dated August 22, 2011, dated August 2011, a

1 copy of which attached as *Exhibit C* (“Re-Subdivision
2 Survey Map of Lot No. 5024-1-R1NEW, Municipality of
3 Tamuning”).

4 With the Government of Guam real property described as:

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

15 **Section 3. Waive Appraisal Requirement.** Section 2107(b), Chapter 2, 2
16 Guam Code Annotated requires two (2) appraisals for any transfer of land or
17 leasing of land before any consideration by the Legislature. *I Liheslaturan Guahan*
18 hereby waives this requirement.

19 **Section 4. Effective Date.** This Land Exchange authorization shall take
20 effect immediately upon the enactment of this Act.

EXHIBIT A

SETTLEMENT AGREEMENT

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

Recitals

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. The elements of this Settlement Agreement are integrated and not severable, except as provided in paragraph 23.
2. The Westerly boundary between Lot 5024-1-1 and 5024-1-R1 as shown on the Subdivision Map as running on a course North 19°, 45' 41" West, Distance 146.08, shall be adjusted to run on a course concurrent with the actual location of the fence to the westerly side of the GWA Pump Station on Lot 5024-1-1 and continuing to the northern boundary of Lot 5024-1-R1 as shown on the Subdivision Map to conform the boundary to the Fence Encroachment as shown on Sketch No. 1762.
3. The Government of Guam, GWA and Rosario shall enter into a Deed of Partition whereby Rosario shall confirm title in all of Lot 5024-1-1, as revised by paragraph 2 above, in GWA as successor in interest to the Government of Guam and PUAG, and the Government of Guam and GWA shall confirm title in Rosario to all right, title and interest of the Government of Guam in Lot 5024-1-R1 (the boundaries of both lots to be as adjusted from as shown upon the Subdivision Map to conform to the Fence Encroachment as above provided in paragraph 2,).
4. Following the execution and delivery of the Deed of Partition, Rosario shall, in order to resolve any questions as to the boundary between Lot 5024-1-R1 and

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

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

ONG

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Rosario shall dismiss with prejudice the Second Action.

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

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

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

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

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

Escrow

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

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

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

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

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

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

GOVERNMENT OF GUAM

By: _____

APPROVED AS TO FORM:

By: _____
Attorney General

JUDY F. UNTALAN



PATRICIA T. ROSARIO

DOLORES R. BOARDMAN



LORENZO C. ROSARIO, JR.

GUAM WATERWORKS AUTHORITY

By: _____


LKC DEVELOPMENT CO.

By: _____

RENE ONG

DIANA ONG

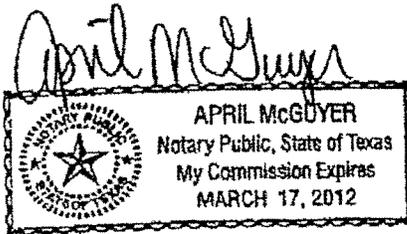
IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

GOVERNMENT OF GUAM

By: _____

APPROVED AS TO FORM:

By: _____
Attorney General



JUDY R. UNTALAN

PATRICIA T. ROSARIO
Dolores R. Boardman

DOLORES R. BOARDMAN

LORENZO C. ROSARIO, JR.
GUAM WATERWORKS AUTHORITY

By: _____

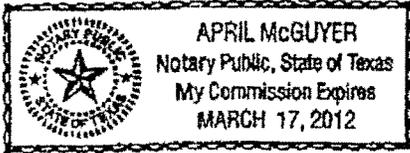
LKC DEVELOPMENT CO.

By: _____

RENE ONG

DIANA ONG

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



April McGuyer
Notary Public

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

Notary Public

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

Notary Public

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

Notary Public

DUB

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

GOVERNMENT OF GUAM

By: _____

APPROVED AS TO FORM:

By: _____
Attorney General

Judy R. Untalan

JUDY R. UNTALAN

City/County of Fairfax
Commonwealth of Virginia
The foregoing instrument was acknowledged before me
this 25 day of Feb
by Judy R. Untalan
Forensic Handwriting Notary Public
Reg. # 710 8417 Com. Exp. 10/31/2011

PATRICIA T. ROSARIO

DOLORES R. BOARDMAN

LORENZO C. ROSARIO, JR.

GUAM WATERWORKS AUTHORITY

By: _____

LKC DEVELOPMENT CO.

By: _____

RENE ONG

DIANA ONG

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

Notary Public

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

Frozan Hattori
Notary Public

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

Notary Public

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

Notary Public



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

GOVERNMENT OF GUAM

APPROVED AS TO FORM:

By: 
Christopher M. Duenas, Director, DLM

By: _____
Attorney General

JUDY R. UNTALAN

PATRICIA T. ROSARIO

DOLORES R. BOARDMAN

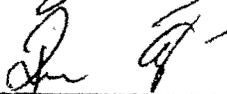
LORENZO C. ROSARIO, JR.

GUAM WATERWORKS AUTHORITY

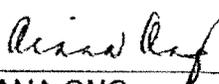
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LKC DEVELOPMENT CO.

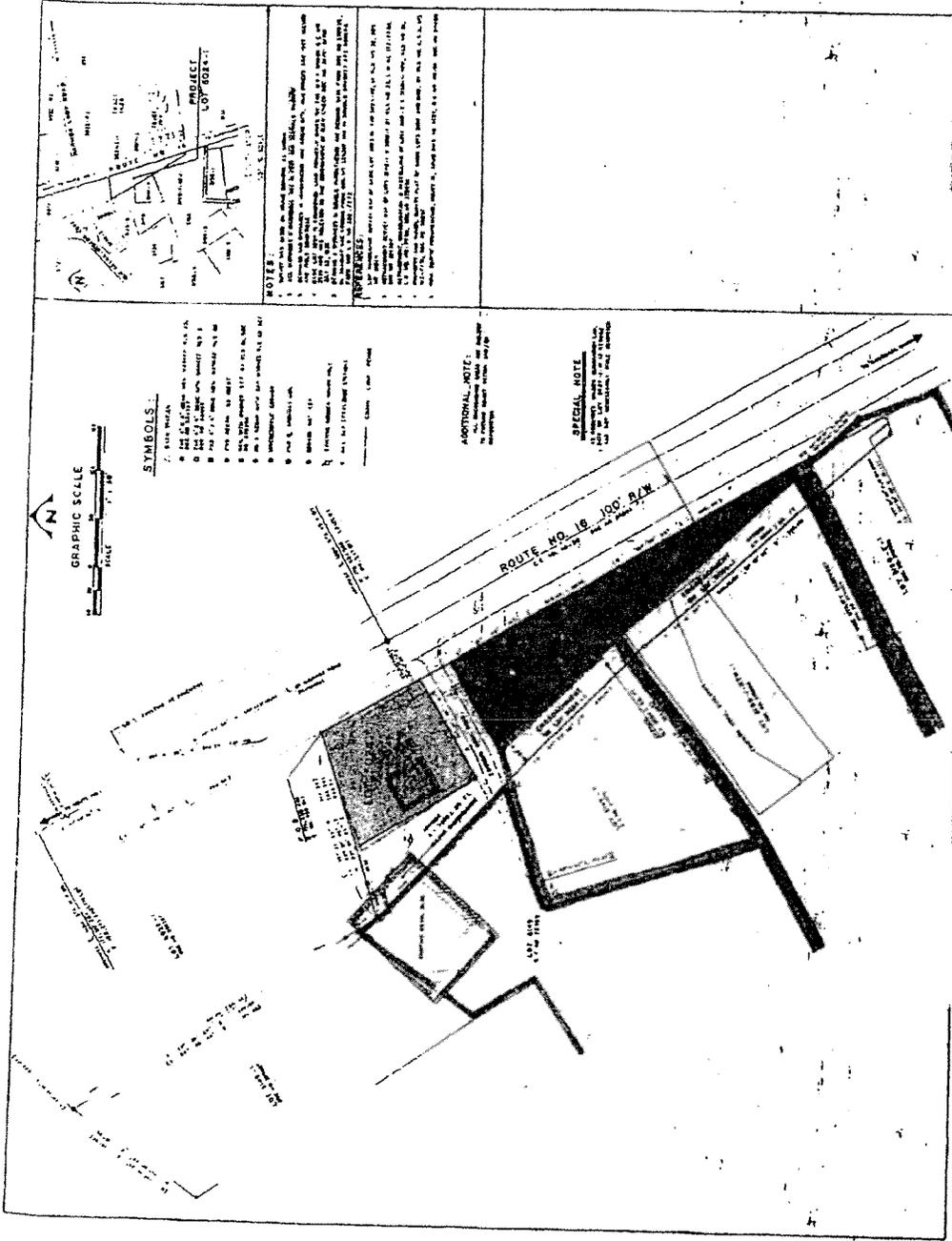
By: 



RENE ONG



DIANA ONG



SKETCH NO. 1762
 DATE: 10-1-53
 PROJECT: I4-901353

SYMBOLS:

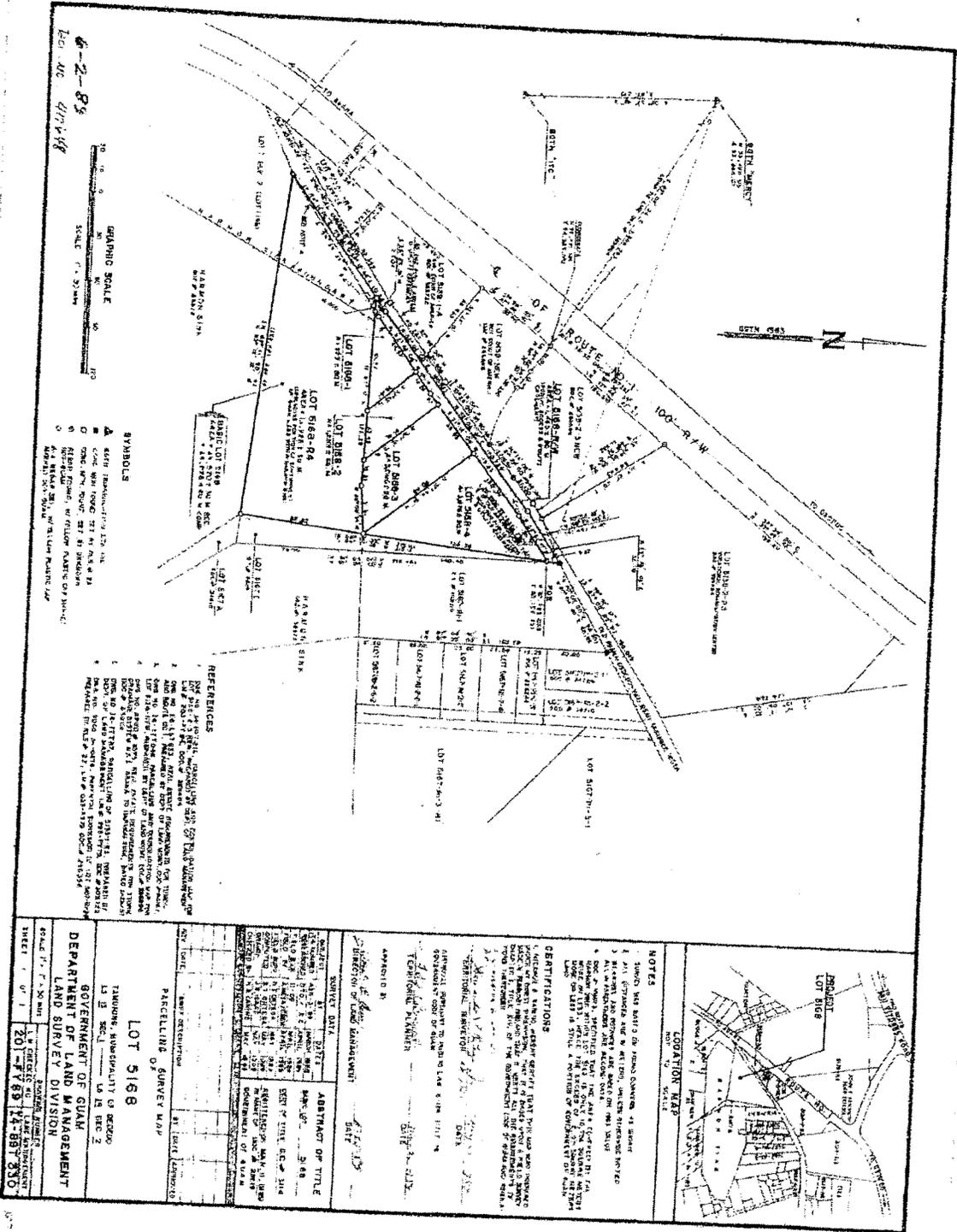
- 1. ROAD WIDTH
- 2. ROAD CENTERLINE
- 3. ROAD RIGHT-OF-WAY
- 4. ROAD LEFT-OF-WAY
- 5. ROAD CENTERLINE WITH VERTICAL CURVE
- 6. ROAD CENTERLINE WITH GRADE
- 7. ROAD CENTERLINE WITH GRADE AND VERTICAL CURVE
- 8. ROAD CENTERLINE WITH GRADE AND VERTICAL CURVE AND SIDEWALK
- 9. ROAD CENTERLINE WITH GRADE AND VERTICAL CURVE AND SIDEWALK AND CURB
- 10. ROAD CENTERLINE WITH GRADE AND VERTICAL CURVE AND SIDEWALK AND CURB AND GUTTER
- 11. ROAD CENTERLINE WITH GRADE AND VERTICAL CURVE AND SIDEWALK AND CURB AND GUTTER AND DRAINAGE
- 12. ROAD CENTERLINE WITH GRADE AND VERTICAL CURVE AND SIDEWALK AND CURB AND GUTTER AND DRAINAGE AND LIGHTING
- 13. ROAD CENTERLINE WITH GRADE AND VERTICAL CURVE AND SIDEWALK AND CURB AND GUTTER AND DRAINAGE AND LIGHTING AND LANDSCAPING
- 14. ROAD CENTERLINE WITH GRADE AND VERTICAL CURVE AND SIDEWALK AND CURB AND GUTTER AND DRAINAGE AND LIGHTING AND LANDSCAPING AND UTILITIES
- 15. ROAD CENTERLINE WITH GRADE AND VERTICAL CURVE AND SIDEWALK AND CURB AND GUTTER AND DRAINAGE AND LIGHTING AND LANDSCAPING AND UTILITIES AND FENCES
- 16. ROAD CENTERLINE WITH GRADE AND VERTICAL CURVE AND SIDEWALK AND CURB AND GUTTER AND DRAINAGE AND LIGHTING AND LANDSCAPING AND UTILITIES AND FENCES AND SIGNAGE
- 17. ROAD CENTERLINE WITH GRADE AND VERTICAL CURVE AND SIDEWALK AND CURB AND GUTTER AND DRAINAGE AND LIGHTING AND LANDSCAPING AND UTILITIES AND FENCES AND SIGNAGE AND TRAFFIC SIGNALS
- 18. ROAD CENTERLINE WITH GRADE AND VERTICAL CURVE AND SIDEWALK AND CURB AND GUTTER AND DRAINAGE AND LIGHTING AND LANDSCAPING AND UTILITIES AND FENCES AND SIGNAGE AND TRAFFIC SIGNALS AND INTERSECTION
- 19. ROAD CENTERLINE WITH GRADE AND VERTICAL CURVE AND SIDEWALK AND CURB AND GUTTER AND DRAINAGE AND LIGHTING AND LANDSCAPING AND UTILITIES AND FENCES AND SIGNAGE AND TRAFFIC SIGNALS AND INTERSECTION AND OVERPASS
- 20. ROAD CENTERLINE WITH GRADE AND VERTICAL CURVE AND SIDEWALK AND CURB AND GUTTER AND DRAINAGE AND LIGHTING AND LANDSCAPING AND UTILITIES AND FENCES AND SIGNAGE AND TRAFFIC SIGNALS AND INTERSECTION AND OVERPASS AND UNDERPASS

ADDITIONAL NOTE:

ALL DIMENSIONS ARE IN FEET AND INCHES UNLESS OTHERWISE SPECIFIED.

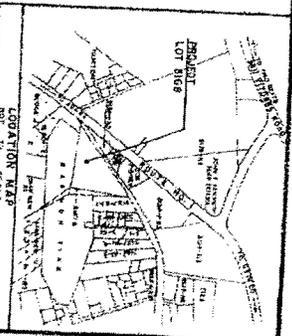
SPECIAL NOTE:

THIS SKETCH IS FOR INFORMATION ONLY AND IS NOT TO BE USED FOR CONSTRUCTION.



Received
 9-23-09
 Attorney General
 Chulsol Choi
 1:30pm

Rec'd
 from
 David Johnson
 9-23-09
 1:30



NOTES

1. All distances are in feet.
2. All bearings are true bearings.
3. All corners are marked with iron pins or other permanent monuments.
4. All distances are measured along the line of the boundary.
5. All bearings are measured clockwise from the meridian.
6. All distances are measured to the center of the line.
7. All bearings are measured to the center of the line.
8. All distances are measured to the center of the line.
9. All bearings are measured to the center of the line.
10. All distances are measured to the center of the line.

CERTIFICATIONS

I, the undersigned, being a duly qualified and sworn surveyor, do hereby certify that the foregoing is a true and correct copy of the original field notes and computations of the survey of the above described lot, and that the same have been compared with the original field notes and computations, and found to be correct.

Witness my hand and seal of office, this 23rd day of September, 2009.

DAVID JOHNSON
 Surveyor

**DEPARTMENT OF LAND MANAGEMENT
 LAND SURVEY DIVISION**

PERCELLING SURVEY MAP

LOT 5188

SECTION 21, T. 10 N., R. 10 W., 2ND 4TH MER.

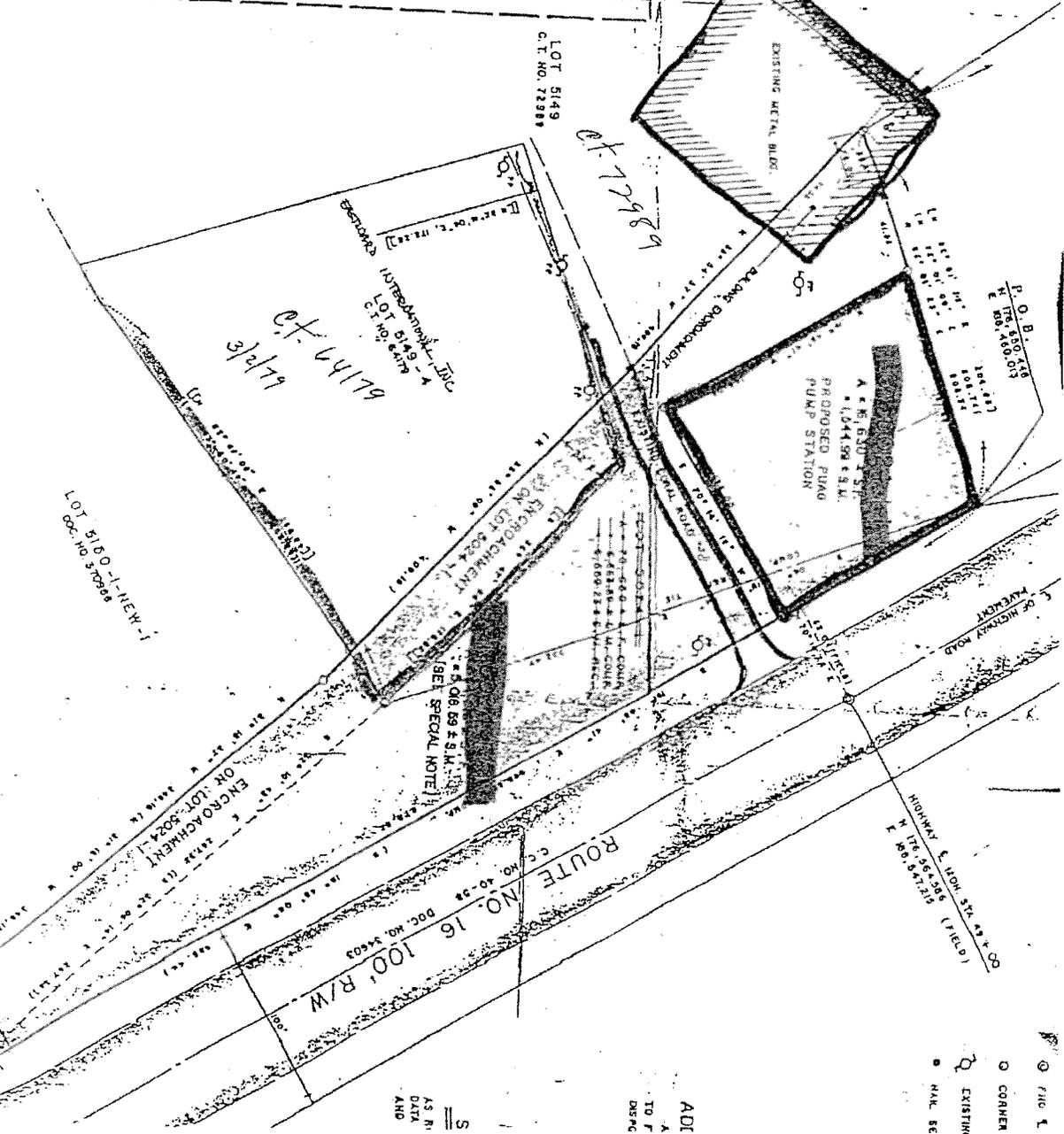
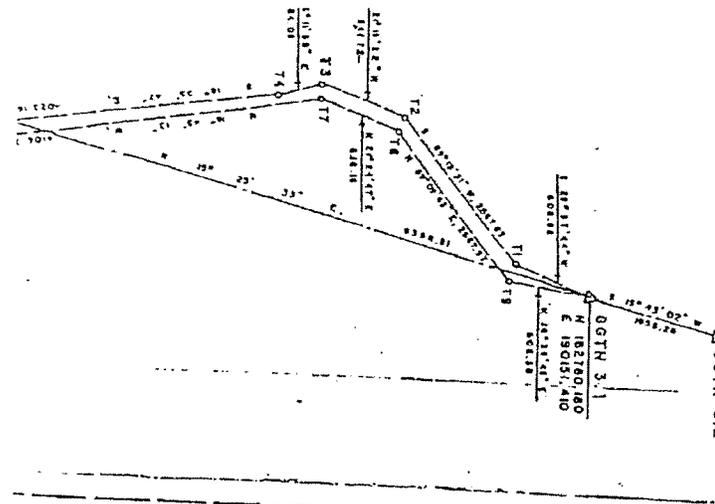
SCALE 1" = 200'

201-7453-14-887-330

SECTION	21	TOWNSHIP	10 N.
RANGE	10 W.	COUNTY	2ND 4TH MER.
SECTION	21	TOWNSHIP	10 N.
RANGE	10 W.	COUNTY	2ND 4TH MER.

DEPARTMENT OF LAND MANAGEMENT

1001-1-1-REV-1
 Filed for record 4/22/79
 at 10:00 AM
 Voucher No. 1001-1-1-179
 Deputy Recorder



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CLERK OF COURT
BY

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

Attorneys for LKC DEVELOPMENT, CO.

IN THE SUPERIOR COURT OF GUAM

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

Plaintiffs,

vs.

GOVERNMENT OF GUAM,

Defendant.

CIVIL CASE NO. CV1894-93

(Proposed)
JUDGMENT

GOVERNMENT OF GUAM,

Third-Party Plaintiff,

vs.

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

Third-Party Defendants.

ROBT MANTANONA, LLP

Date: 06/07/2010

Time: 4:14pm

Initials: JYK

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

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

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

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

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

Dated: JUN 02 2010

Original Signed By:

Hon. Elizabeth Barrett-Anderson

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

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

JUN - 3 2010



Glenric J. Mendicino
Deputy Clerk, Superior Court of Guam



**Mina'trentai Unu Na Liheslaturan Guahan
THIRTY-FIRST GUAM LEGISLATURE**

Senator Vicente "ben" Cabrera Pangelinan

**COMMITTEE ON APPROPRIATIONS, TAXATION, PUBLIC DEBT, BANKING,
INSURANCE, RETIREMENT AND LAND
August 6, 2012**

**BILL NO. 459
SIGN UP SHEET**

NAME	ADDRESS	PHONE	EMAIL	WRITTEN	ORAL	SUPPORT	
						Yes	No
LOPEZ C. ROBERTO SR	124 SAN ISIDRO MANGILAO 96913	633-3838	Sugn-lyny@a hotmail.com		✓	YES	



DIPATTAMENTON MINANEHAN TANO'
(Department of Land Management)
GUBETNAMENTON GUAHAN
(Government of Guam)



EDDIE BAZA CALVO
Governor

RAY TENORIO
Lieutenant Governor

MONTE MAFNAS
Director

Street Address:
590 S. Marine Corps Drive
Suite 733 ITC Building
Tamuning, GU 96913

Mailing Address:
P.O. Box 2950
Hagåtña, GU 96932

Website:
<http://dlm.guam.gov>

E-mail Address:
dlmdir@dlm.guam.gov

Telephone:
671-649-LAND (5263)

Facsimile:
671-649-5383

August 3, 2012

Senator Vicente (ben) C. Pangelinan
Thirty-First Guam Legislature
324 W. Soledad Ave., Suite 100
Hagatna, GU 96910

Subject: Bill No. 459-31 (COR)

Buenas yan Hafa Adai! Our department has reviewed the bill as presented, and wishes to report its findings and recommendations.

Upon review of Bill 459-31 (COR), the following amendments are recommended in order to ensure that the deliveries by the Government on the Settlement Agreement has been adhered to and does not delay the final resolution to the Rosario's case.

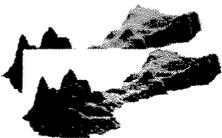
On page 2, Line item 11 and 12, wherein the following is stated:

It is therefore the intent of *I Liheslaturan Guahan* to authorize *I Magalahen Guahan* to effectuate a land exchange between the **Guam Waterworks Authority (GWA)** and the Estate of Lorenzo C. Rosario based on the final judgment recorded

It is recommended by our office that the exchange be authorized between the Government of Guam and the Estate of Lorenzo C. Rosario, in exchange for the encroachment portion made by Guam Waterworks Authority. The government parcel, Lot No. 5168-4, Municipality of Tamuning, is not under the inventory of the Guam Waterworks Authority (GWA).

Therefore, changes should read the following:

It is therefore the intent of *I Liheslaturan Guahan* to authorize *I Magalahen Guahan* to effectuate a land exchange between the **Government of Guam** and the Estate of Lorenzo C. Rosario based on the final judgment recorded



Ltr to Senator Vicente (ben) C. Pangelinan
Subject: Bill No. 459-31 (COR)
August 3, 2012
Page 2 of 2

The following changes are also being recommended for Page 2, Lines 21,
wherein the following is stated:

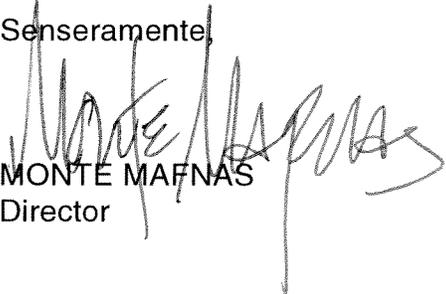
Lot No. **5024-1-R1**, containing an area of 2,927± square

Changes should read the following:

Lot No. **5024-1-R1NEW-2**, containing an area of 2,927± square

The department supports the approval of the bill, subject to the
recommended changes as mentioned above and does not anticipate
a fiscal impact.

Senseramente,


MONTE MAFNAS
Director

August 3, 2012

VIA HAND DELIVERY

The Honorable Judith T. Won Pat, Ed.D.
Speaker
I Mina'Trentai Unu na Liheslaturan Guåhan
155 Hesler Place
Hagåtña, Guam 96910

Re: Bill 459-31 : Written Testimony

Hafa Adai Honorable Judith T. Won Pat and All Senators of the Guam Legislature:

My office represents the Estate of Lorenzo C. Rosario. Please allow me to submit testimony in support of Bill 459-31, on behalf of my clients. At the outset, I would like to thank senators Tina Muna Barnes and Dennis G. Rodriguez, Jr. for their hard work authoring and supporting Bill 459-31.

I would like to provide some background about the land exchange that would be made possible by the passage of this bill. Bill 459-31 is the culmination of a journey and effort that has taken the Rosario family more than twenty years. In 1987, Lorenzo C. Rosario obtained property in Dededo, through a land exchange with the Government of Guam. Despite the exchange, the Government of Guam's former PUAG later constructed a sewer pump station and related facilities that encroach upon the Rosario property. Lorenzo Rosario was not compensated for this unauthorized encroachment.

In 1993, Lorenzo Rosario initiated a civil action to partition the disputed property, and to receive compensation for the encroaching pump station. The Government's Answer ultimately implicated the interests of many surrounding property owners, resulting in a complicated and contentious lawsuit that would remain active for nearly

two decades. Unfortunately, Lorenzo Rosario passed before the resolution of that civil case. The case is now administered by his son, Lorenzo Rosario Jr.

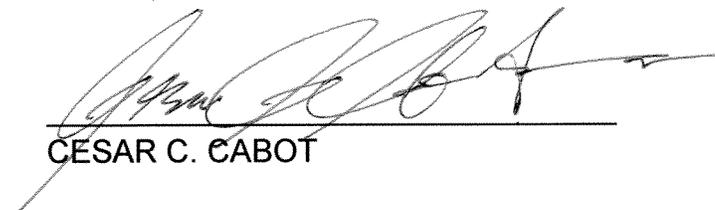
Through a settlement agreement signed in 2010, the case was finally concluded with respect to all parties that appeared. Through that settlement, the Guam Waterworks Authority agreed to convey to Mr. Rosario's Estate Lot 5168-4 in Tamuning, Guam in exchange for the encroachment on the Rosario property. The settlement was approved by Judge Elizabeth Barrett-Anderson on June 2, 2010.

The delivery of Lot 5168-4 is subject to approval by the Guam Legislature, in accordance with 21 GCA § 60112. Passage of this bill is very important to the Rosario family, but we believe that the equity, justice and peace of mind that can be brought about by passage of Bill 459-31 is also important to the community at large. Please help our clients to finally put this matter to rest by passing Bill 459-31, and approving the land exchange.

Thank you for your favorable consideration of this bill.

Si Yu'os Ma'åse,
CABOT MANTANONA, LLP
Attorneys for the Estate of Lorenzo C. Rosario

By:



CESAR C. CABOT

TIME RECEIVED
August 1, 2012 9:01:44 AM CDT
08/01/2012 09:02 7036058331

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AFGE LOCAL 3615

PAGE 01

B-459-31

Good morning senators and staff, (formal introductions)

My name is Judy Rosario, daughter of the late Lorenzo Rosario. I come to you as heir of my late father's property. This testimony is for bill number 459-31 (the remainder property that is long overdue.) For over 20 years of legalities and technicalities to have properties given to rightfully, do to us. It all started with property in mangilao to expand the Department of Corrections for Guam. The property is now known as "the Rosario detention". Because of the size that is exchanged to my father, he was not given a single whole lot. Three properties were given in different places to total up the same amount that is exchanged. On one of the property is where we had our house built and lived in until a few years later when my father passed.

Back in 1991, I started at Department of Land Management as my first Government of Guam job. It was the era of "the land scam". Being new to the government and knowing how the system works, I kept to just doing my job and trying to provide for my child. I could have easily had the inside of what needed to expedite my father's land exchange, but instead I tried to believe that my agency would have done the right thing.

On one of the properties (Lot 5024) that was exchanged to my father had so many issues. Guam Waterworks Authority pump station was constructed and we had the short of the stick again. This is where this bill comes into play. We want compensation for all the years of "waiting" to have what is due to Lorenzo Rosario heirs. Namely Lot 5168-4 to be exchanged. For almost twenty (20) years, we ask I Liheslaturan Guahan to make the land exchange to Lorenzo Rosario heirs. With 1,049 square meters difference in lot size is fair enough compensation for us. I thank you for your valuable time and attention on this bill.

Judy Rosario 8/1/12



City/County of Fairfax
Commonwealth of Virginia
The foregoing instrument was acknowledged before me
this 1 day of Aug, 2012
by Freda Rodriguez
Freda Rodriguez Notary Public
REG # 7106413 Com. Exp. 10/31/2015

B-459-31

30 years In The Making

In 1983 the government on behalf of Department of Corrections proposed the idea of expanding the size of the current prison in Mangilao. My family was one of the families approached to accomplish this.

My name is Patricia T. Rosario, daughter of Lorenzo C. Rosario Sr. and I was 13 years old when this nightmare started for my family. Most of my relatives surrounding the back perimeter of the prison were included in this transaction. Every single one of those people has had ownership of their properties from these land exchanges for over two decades except my dad's descendants. He passed away in October 1996.

He was able to get the prison property cut into 3 portions. The first was located on San Isidro Dr. on the entrance to the Department of Youth Affairs road in Mangilao. The second was exchanged with my dad's brother to build our home on the first portion. The third is the land still in question to this day. My dad received the titles for the first two properties but ran into some problems with the land near the Harmon McDonalds due to P.U.A.G. building a pump station on the property after my dad chose this location as his third.

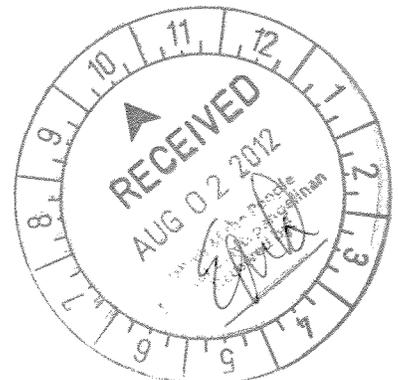
This was the age before internet, cell phones, laptop computers and social networking sites. The purpose of mentioning these advances in technology is that this is the actual chronology of how long it really has been in waiting to get the title for our last property. There were encroachments from other surrounding land owners which have since been rectified. The last and biggest challenge to deal with is P.U.A.G (Public Utility Agency of Guam) which was the agency that built upon our property after the fact. The agency has since proposed a solution to take care of this problem once and for all. It has to do with a tract of land the government owns in upper Tumon that my family has deemed acceptable as compensation or exchanging on a value per value basis since the land used for the pump station in Harmon/Dededo is fronting the road and the proposed option is in the jungle a fair distance from the road.

This testimonial is to pray for relief from the Legislature, Governor, and court system once more to finally end all the years of waiting. My dad died never having realized this. We, the descendants are just trying to carry it forward and move on with our lives. Please help us.

Dated this day, August 01, 2012.

Thank you.


Patricia T. Rosario



August 1, 2012

Buenas yan Hafa Adai I Liheslaturan Guahan!

Ladies and Gentlemen:



Familia. For many cultures, it simply means family. In the eyes of many people, brothers, sisters, fathers and even cousins make up a family. But for Chamorro's, it means so much more. It also means taking care of one another when the road is long and hard to travel, it means honoring commitments promised, and more importantly, it means doing what is right.

You have before you today Bill No. 459-31(COR) for your consideration. This bill, would effectuate a land exchange between the Government of Guam, and my family, that was promised to my father, whom is now deceased, in 1987.

My father. Words fail me to describe what a humble and honest man he was. As a single father raising four children, he taught us always to be true to ourselves and our culture. He worked hard and provided for his family as best he could. Working long hours at the AAFB Solid Waste station, he instilled in us the ethics of working hard and being honest, no matter the trials and tribulations we may encounter in this life. It is this belief that enabled him to work tirelessly, until his death in 1996, in ensuring what was promised to him as a result of the expansion of the Department of Corrections in the 1980's, was honored.

It is now left up to us, his children, to continue his work. For years now, my siblings and I have sought to lay this matter to rest. Not only for ourselves, but also for my father. The passage of this bill is not merely a land exchange between the Government of Guam and our family. It is an affirmation by one family member to another, which says when you have no strength left to carry on, we will help you along the way, it says we will do what is right, we will honor a promised made and that we are family.

Si Yu'os Ma'ase.

Dolores R. Boardman
Dolores Rosario Boardman

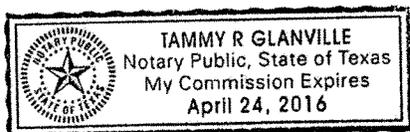
8/1/2012
Date

State of Texas

County of Williamson

The foregoing instrument was acknowledged before me this 1st day of August, 2012
by Dolores R. Boardman. Personally known or Produced drivers license as identification.

{NOTARY SEAL}



Tammy R. Glanville
Tammy R. Glanville

**Bureau of Budget & Management Research
Fiscal Note of Bill No. 459-31**

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

Department/Agency Appropriation Information

Dept./Agency Affected: Department of Land Management		Dept./Agency Head: Monte Mafnas, Director	
Department's General Fund (GF) appropriation(s) to date:			640,932
Department's Other Fund (Land Survey Revolving Fund) appropriation(s) to date:			2,885,837
Total Department/Agency Appropriation(s) to date:			\$3,526,769

Fund Source Information of Proposed Appropriation

	General Fund:	(Specify Special Fund):	Total:
FY 2011 Unreserved Fund Balance ¹		\$0	\$0
FY 2012 Adopted Revenues	\$0	\$0	\$0
FY 2012 Appro. (P.L. 31-75 & 31-77)	\$0	\$0	\$0
Sub-total:	\$0	\$0	\$0
Less appropriation in Bill	\$0	\$0	\$0
Total:	\$0	\$0	\$0

Estimated Fiscal Impact of Bill

	One Full Fiscal Year	For Remainder of FY 2012 (if applicable)	FY 2013	FY 2014	FY 2015	FY 2016
General Fund	1/	\$0	\$0	\$0	\$0	\$0
Land Survey Revolving Fund	1/	\$0	\$0	\$0	\$0	\$0
Total	1/	\$0	\$0	\$0	\$0	\$0

- | | | | |
|---|---------|-------------------------------|----------------------------|
| 1. Does the bill contain "revenue generating" provisions?
If Yes, see attachment | | / / Yes | /x/ No |
| 2. Is amount appropriated adequate to fund the intent of the appropriation?
If no, what is the additional amount required? \$ _____ | /x/ N/A | / / Yes | / / No |
| 3. Does the Bill establish a new program/agency?
If yes, will the program duplicate existing programs/agencies?
Is there a federal mandate to establish the program/agency? | /x/ N/A | / / Yes
/ / Yes
/ / Yes | /x/ No
/ / No
/x/ No |
| 4. Will the enactment of this Bill require new physical facilities? | | / / Yes | /x/ No |
| 5. Was Fiscal Note coordinated with the affected dept/agency? If no, indicate reason:
/ / Requested agency comments not received by due date | | /x/ Yes | / / No |
| | | / / Other: | |

Analyst: <u>Evelyn G. Fernandez</u> Evelyn G. Fernandez, BMA III	Date: <u>6/13/12</u>	Director: <u>[Signature]</u> John A. Rios, Director	Date: <u>JUN 21 2012</u>
---	----------------------	--	--------------------------

Footnotes:
1/ The Bill has a potential impact on the financial condition of the Government of Guam in terms of a decrease in real property inventory as a result of the proposed land exchange. In addition, the government property is 1,049± square meters more than the private property being exchanged for the use of Guam Waterworks Authority. However, in the present form of the Bill, that impact cannot be determined at this time. Please refer to DLM's findings and recommendations covered by their memorandum dated June 7, 2012 attached.



COMMITTEE ON RULES

I Mina'trentai Unu na Liheslaturan Guåhan • The 31st Guam Legislature
155 Hesler Place, Hagåtña, Guam 96910 • www.guamlegislature.com
E-mail: roryforguam@gmail.com • Tel: (671)472-7679 • Fax: (671)472-3547

Senator
Rory J. Respicio
CHAIRPERSON
MAJORITY LEADER

Senator
Judith P. Guthertz
VICE CHAIRPERSON
ASST. MAJORITY LEADER

MAJORITY MEMBERS:

Speaker
Judith T. Won Pat

Vice Speaker
Benjamin J. F. Cruz

Senator
Tina Rose Muña Barnes
LEGISLATIVE SECRETARY
MAJORITY WHIP

Senator
Dennis G. Rodriguez, Jr.
ASST. MAJORITY WHIP

Senator
Thomas C. Ada

Senator
Adolpho B. Palacios, Sr.

Senator
vicente c. pangelinan

MINORITY MEMBERS:

Senator
Aline A. Yamashita
ASST. MINORITY LEADER

Senator
Christopher M. Duenas

May 21, 2012

MEMORANDUM

To: Pat Santos
Clerk of the Legislature

Attorney Therese M. Terlaje
Legislative Legal Counsel

From: Senator Rory J. Respicio
Majority Leader & Rules Chair

Subject: Referral of Bill Nos. 459-31 (COR) thru 461-31 (COR)

As the Chairperson of the Committee on Rules, I am forwarding my referral of Bill Nos. 459-31 (COR) through 461-31 (COR).

Please ensure that the subject bills are referred, in my name, to the respective committee, as shown on the attachment. I also request that the same be forwarded to all members of *I Mina'trentai Unu na Liheslaturan Guåhan*.

Should you have any questions, please feel free to contact our office at 472-7679.

Si Yu'os Ma'åse!

(3) Attachment

I Mina Trentai Unu Na Liheslaturan Guahan
Bill Log Sheet

BILL NOS.	SPONSOR	TITLE	DATE INTRODUCED	DATE REFERRED	120 DAY DEADLINE	CMTE REFERRED	PUBLIC HEARING DATE	DATE COMMITTEE REPORT FILED	STATUS
459-31 (COR)	T. R. Muna Barnes, D. G. Rodriguez	AN ACT TO AUTHORIZE /MAGA'LAHEN GUÁHAN TO EXCHANGE GOVERNMENT OWNED PROPERTY IN TAMUNING FOR PRIVATELY-OWNED PROPERTY IN DEDEDO OWNED BY THE ESTATE OF LORENZO C. ROSARIO.	5/21/2012 1:56 p.m.	5/21/12		Committee on Appropriations, Taxation, Public Debt, Banking, Insurance, Retirement and Land			



I Mina'trentai Unu Na Liheslaturan Guåhan

Senator Vicente (ben) Cabrera Pangelinan (D)

July 30, 2012

Memorandum

To: Senators

From: Senator Vicente (ben) Cabrera Pangelinan 

Re: Public Hearing Notice - FIRST NOTICE

Chairman
Committee on Appropriations,
Taxation, Public Debt, Banking,
Insurance, Retirement, and
Land

Vice Chairman
Committee on Education

Member
Committee on Rules,
Federal, Foreign &
Micronesian Affairs and
Human & Natural
Resources

Member
Committee on
Municipal Affairs,
Tourism, Housing, and
Recreation

Member
Committee on the Guam
Military Buildup and
Homeland Security

Member
Committee on Health and
Human Services, Senior
Citizens, Economic
Development, and Election
Reform

The Committee on Appropriations, Taxation, Public Debt, Banking, Insurance and Land will conduct a public hearing beginning at **9:00 am**, on **Monday, August 6, 2012** at the Guam Legislature's Public Hearing Room. The following is on the agenda:

Komfitmasion Siha:
(Confirmation Hearing)

Mr. David J. Matanane, Member Chamorro Land Trust Commission

Priniponi Siha:
(Bills)

Bill No. 454-31 (COR): An Act to Authorize *I Maga'lahren Guahan* to transfer Skinner Plaza presently under the control and supervision of *I Liheslaturan Guahan* to the government of Guam for the purpose of constructing an educational cultural facility.

Bill No. 459-31 (COR): An Act to Authorize *I Maga'lahren Guahan* to exchange government-owned property in Tamuning for privately-owned property in Dededo owned by the estate of Lorenzo C. Rosario.

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Memo to All Senators
July 30, 2012
Page 2

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Lisa Dames <cipo@guamlegislature.org>

Public Hearing - First Notice

1 message

Lisa Dames <cipo@guamlegislature.org>
To: phnotice@guamlegislature.org

Mon, Jul 30, 2012 at 1:57 PM

Hafa Adai,

The Committee on Appropriations, Taxation, Public Debt, Banking, Insurance, Retirement and Land will hold a public hearing on Monday, August 6, 2012 beginning at 9:00am at the Guam Legislature Public Hearing Room for the following:

(Confirmation Hearing)**Mr. David J. Matanane, Member Chamorro Land Trust Commission*****Priniponi Siha:*****(Bills)**

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Listserv: phnotice@guamlegislature.org

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Lisa Dames <cipo@guamlegislature.org>

Public Hearing - First Notice

1 message

Lisa Dames <cipo@guamlegislature.org>

Mon, Jul 30, 2012 at 1:58 PM

To: news@guampdn.com, Sabrina Salas <sabrina@kuam.com>, Jason Salas <jason@kuam.com>, Mindy Aguon <mindy@kuam.com>, nick@kuam.com, Ken Quintanilla <kenq@kuam.com>, krystal@kuam.com, Josh Tyquiengco <jtyquiengco@k57.com>, clynt@k57.com, Betsy Brown <betsy@k57.com>, Kevin Kerrigan <kevin@k57.com>, gerry@mvguam.com, zita@mvguam.com, marvic@mvguam.com, rgibson@k57.com, ALICIA PEREZ <aliciaperez69@hotmail.com>, Alicia Perez <perezksto@gmail.com>, Gaynor Daleno <gdumat-ol@guampdn.com>, slimtiaco@guampdn.com, bmkelman@guampdn.com, Oyaol Ngirairikl <odngirairikl@guampdn.com>, "Melyan, Catriona" <cmelyan@guam.gannett.com>

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(Confirmation Hearing)

Mr. David J. Matanane, Member Chamorro Land Trust Commission

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the People

Chairman
Committee on Appropriations,
Taxation, Public Debt, Banking,
Insurance, Retirement, and
Land

Vice Chairman
Committee on Education

Member
Committee on Rules,
Federal, Foreign &
Micronesia Affairs and
Human & Natural
Resources

Member
Committee on
Municipal Affairs,
Tourism, Housing, and
Recreation

Member
Committee on the Guam
Military Buildup and
Homeland Security

Member
Committee on Health and
Human Services, Senior
Citizens, Economic
Development, and Election
Reform

I Mina'trentai Unu Na Liheslaturan Guahan

Senator Vicente (ben) Cabrera Pangelinan (D)

August 4, 2012

Memorandum

To: Senators

From: Senator Vicente (ben) Cabrera Pangelinan 

Re: Public Hearing Notice – SECOND NOTICE

The Committee on Appropriations, Taxation, Public Debt, Banking, Insurance and Land will conduct a public hearing beginning at **9:00am**, on **Monday, August 6, 2012** at the Guam Legislature's Public Hearing Room. The following is on the agenda:

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(Confirmation Hearing)

Mr. David J. Matanane, Member Chamorro Land Trust Commission

Priniponi Siha:
(Bills)

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324 W. Soledad Ave. Suite 100, Hagåtña, Guam 96910

Tel: (671) 473-(4BEN) 4236 - Fax: (671) 473-4238 - Email: senbenp@guam.net

Website: <http://senbenp.com>

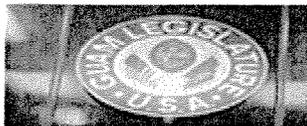
Memo to Senators
August 4, 2012
Page 2

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Lisa Dames <cipo@guamlegislature.org>

Public Hearing - Second Notice

2 messages

Lisa Dames <cipo@guamlegislature.org>
To: phnotice@guamlegislature.org

Sat, Aug 4, 2012 at 10:19 PM

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Lisa Dames <cipo@guamlegislature.org>
To: phnotice@guamlegislature.org

Sat, Aug 4, 2012 at 10:21 PM

[Quoted text hidden]

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Lisa Dames <cipo@guamlegislature.org>

Public Hearing - Second Notice

1 message

Lisa Dames <cipo@guamlegislature.org>

Sat, Aug 4, 2012 at 10:23 PM

To: news@guampdn.com, news@k57.com, Sabrina Salas <sabrina@kuam.com>, Jason Salas <jason@kuam.com>, Mindy Aguon <mindy@kuam.com>, nick@kuam.com, Ken Quintanilla <kenq@kuam.com>, krystal@kuam.com, Josh Tyquiengco <jtyquiengco@k57.com>, clynt@k57.com, Betsy Brown <betsy@k57.com>, Kevin Kerrigan <kevin@k57.com>, gerry@mvguam.com, zita@mvguam.com, marvic@mvguam.com, rgibson@k57.com, Gaynor Daleno <gdumat-ol@guampdn.com>, slimtiaco@guampdn.com, bmkelman@guampdn.com, Oyaol Ngirairikl <odngirairikl@guampdn.com>, "Melyan, Catriona" <cmelyan@guam.gannett.com>

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Lisa Dames
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cipo@guamlegislature.org

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**I Mina'Trentai Unu Na
Liheslaturan Guahan
THIRTY-FIRST GUAM LEGISLATURE**

**Senator Vicente "ben" Cabrera Pangelinan
Office of the People**

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**INEKUNGOK PUPBLEKO
(PUBLIC HEARING)**

***gi Lunes, gi diha 6 gi Agosto, 2012
(Monday, August 6, 2012)***

***Kuåtton Inekungok Pubbleko gi I Liheslaturan Guahan
(Guam Legislature Public Hearing Room)***

***alas nuebi gi egga'an
(9:00 AM)***

**TAREHA
(AGENDA)**

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(Confirmation Hearing)***

Mr. David J. Matanane, Member Chamorro Land Trust Commission

***Priniponi Siha:
(Bills)***

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Bill No. 480-31 (COR): An Act to Amend §3601 of Chapter 3 of 16GCA Relative to vehicle safety inspections.

Bill No. 481-31 (COR): An Act to Amend §7105 of Chapter 7 of 16GCA Relative to requiring proof of use tax payment as a condition of registration for vehicles acquired off-island.

Yanggen un nisisita espesiât na setbision put fabot âgang i Ifisinan Senadot ben pangelinan gi 473- Yanggen un nisisita espesiât na setbision, put fabot âgang i Ifisinan Sinadot Vicente (ben) Cabrera Pangelinan gi 473-4236/7. Yanggen un nisisita kopian i priniponi siha ginen este na tareha, hâlom gi i uepsait i Liheslaturan Guâhan gi www.guamlegislature.com Yanggen para un na'hâlom testigu-mu, chule' para i ifisinan-mâmi gi 324 West Soledad Avenue gi iya Hagâtña, pat guatto gi i Kuation Katta gi i Liheslatura, pat faks gi 473-4238, patsino imel gi senbenp@guam.net. Este na nutisiu inapâsi nu i fendon gubetnamento.

If you require any special accommodations, auxiliary aids or other special services or for further information, please call the Office of Senator Vicente (ben) Cabrera Pangelinan at 473-4236/7. For copies of any of the Bills listed on this agenda, you may log on to the Guam Legislature's website at www.guamlegislature.com Testimonies may be submitted directly to our office at 324 West Soledad Avenue in Hagâtña or at the Mail Room of the Guam Legislature, via fax at 473-4238, or via email at senbenp@guam.net

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

Bill No. 459-31 (COR)

Introduced By:

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

2012 MAY 21 AMU
PH 1:56

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

BE IT ENACTED BY THE PEOPLE OF GUAM:

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

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

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

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

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

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

3 With the Government of Guam real property described as:

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

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

EXHIBIT A

SETTLEMENT AGREEMENT

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

Recitals

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. The elements of this Settlement Agreement are integrated and not severable, except as provided in paragraph 23.
2. The Westerly boundary between Lot 5024-1-1 and 5024-1-R1 as shown on the Subdivision Map as running on a course North 19°, 45' 41" West, Distance 146.08, shall be adjusted to run on a course concurrent with the actual location of the fence to the westerly side of the GWA Pump Station on Lot 5024-1-1 and continuing to the northern boundary of Lot 5024-1-R1 as shown on the Subdivision Map to conform the boundary to the Fence Encroachment as shown on Sketch No. 1762.
3. The Government of Guam, GWA and Rosario shall enter into a Deed of Partition whereby Rosario shall confirm title in all of Lot 5024-1-1, as revised by paragraph 2 above, in GWA as successor in interest to the Government of Guam and PUAG, and the Government of Guam and GWA shall confirm title in Rosario to all right, title and interest of the Government of Guam in Lot 5024-1-R1 (the boundaries of both lots to be as adjusted from as shown upon the Subdivision Map to conform to the Fence Encroachment as above provided in paragraph 2,).
4. Following the execution and delivery of the Deed of Partition, Rosario shall, in order to resolve any questions as to the boundary between Lot 5024-1-R1 and

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

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

ONG

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Rosario shall dismiss with prejudice the Second Action.

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

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

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

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

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

Escrow

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

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

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

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

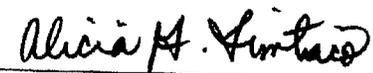
26. This Settlement Agreement may be executed in one or more counterparts and by execution and transmittal of signature pages thereto by electronic means or by facsimile, and all of such counterparts and signature pages shall together constitute a single document.

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

GOVERNMENT OF GUAM

By: 
Christopher M. Duenas, Director, DLM

APPROVED AS TO FORM:

By: 
Alicia H. Vinturo
Attorney General

JUDY R. UNTALAN

PATRICIA T. ROSARIO

DOLORES R. BOARDMAN

LORENZO C. ROSARIO, JR.

GUAM WATERWORKS AUTHORITY

By: _____

LKC DEVELOPMENT CO.

By: 

RENE ONG

DIANA ONG

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

GOVERNMENT OF GUAM

APPROVED AS TO FORM:

By: _____

By: _____
Attorney General

JUDY F. UNTALAN

PATRICIA T. ROSARIO

DOLORES R. BOARDMAN

LORENZO C. ROSARIO, JR.

GUAM WATERWORKS AUTHORITY

By: _____
Julio Ong GM

LKC DEVELOPMENT CO.

By: _____

RENE ONG

DIANA ONG

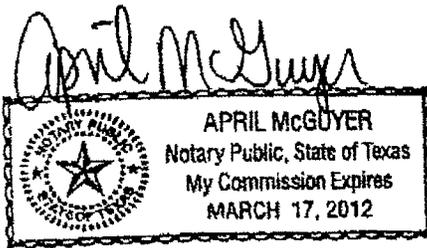
IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

GOVERNMENT OF GUAM

By: _____

APPROVED AS TO FORM:

By: _____
Attorney General



JUDY R. UNTALAN

PATRICIA T. ROSARIO
Dolores R. Boardman

DOLORES R. BOARDMAN

LORENZO C. ROSARIO, JR.

GUAM WATERWORKS AUTHORITY

By: _____

LKC DEVELOPMENT CO.

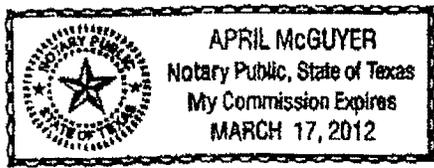
By: _____

RENE ONG

DIANA ONG

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

April McGuyer
Notary Public



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

Notary Public

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

Notary Public

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

Notary Public

DUB

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

GOVERNMENT OF GUAM

By: _____

APPROVED AS TO FORM:

By: _____
Attorney General

Judy R. Untalan
JUDY R. UNTALAN

City/County of Fairfax
Commonwealth of Virginia
The foregoing instrument was acknowledged before me
this 25 day of Feb
by Judy R. Untalan

PATRICIA T. ROSARIO

Frederick H. Heston Notary Public
Reg. # 710 8413 Com. Exp. 10/31/2011

DOLORES R. BOARDMAN

LORENZO C. ROSARIO, JR.

GUAM WATERWORKS AUTHORITY

By: _____

LKC DEVELOPMENT CO.

By: _____

RENE ONG

DIANA ONG

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

Notary Public

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

F. H. H.
Notary Public

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

Notary Public

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

Notary Public

Q

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

GOVERNMENT OF GUAM

APPROVED AS TO FORM:

By: 
Christopher M. Duenas, Director, DLM

By: _____
Attorney General

JUDY R. UNTALAN

PATRICIA T. ROSARIO

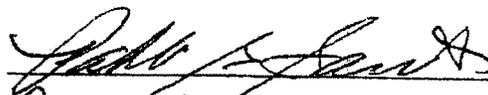
DOLORES R. BOARDMAN

LORENZO C. ROSARIO, JR.

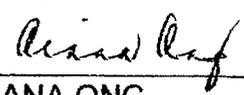
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LKC DEVELOPMENT CO.

By: 


RENE ONG

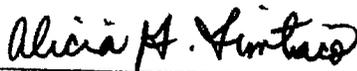

DIANA ONG

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

GOVERNMENT OF GUAM

By: 
Christopher M. Duenas, Director, DLM

APPROVED AS TO FORM:

By: 
Attorney General

JUDY R. UNTALAN

PATRICIA T. ROSARIO

DOLORES R. BOARDMAN

LORENZO C. ROSARIO, JR.

GUAM WATERWORKS AUTHORITY

By: _____

LKC DEVELOPMENT CO.

By: 

RENE ONG

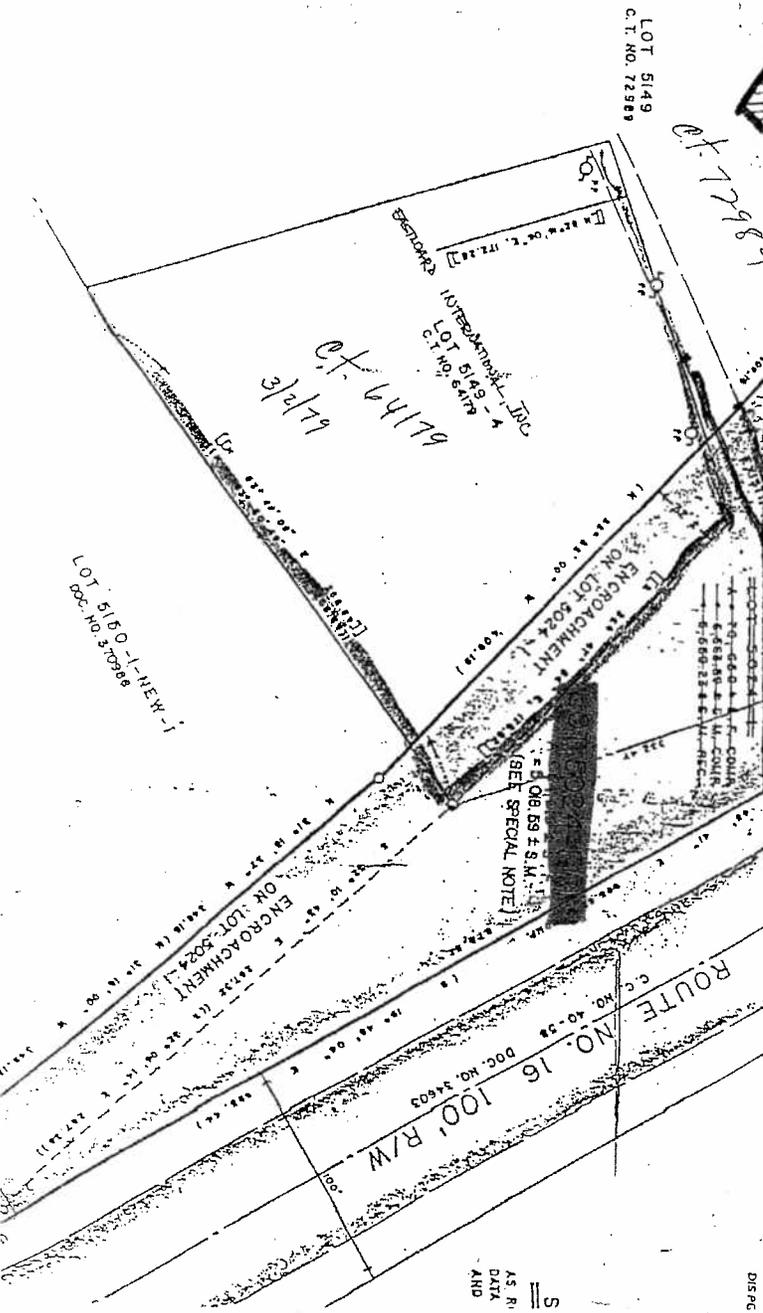
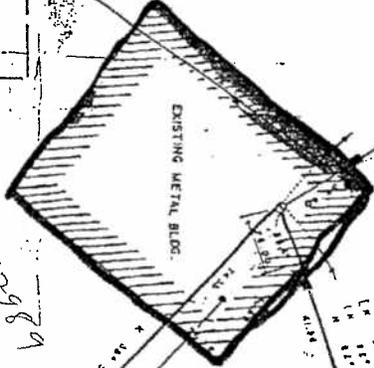
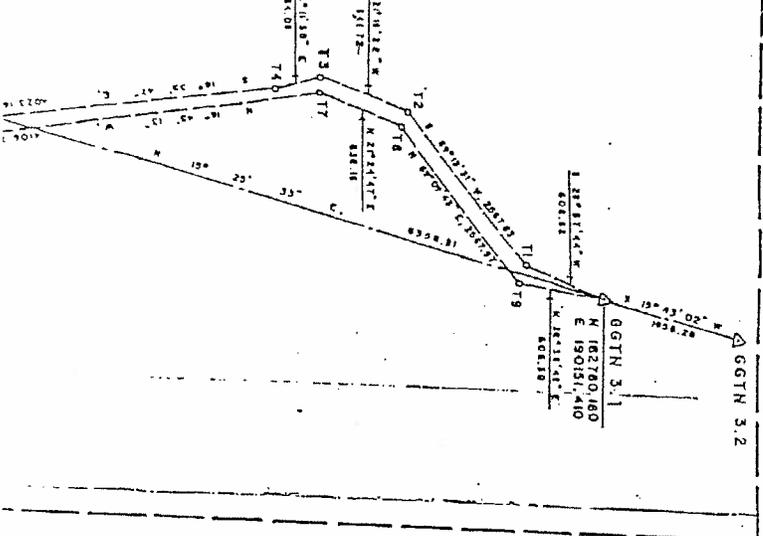
DIANA ONG

DEPARTMENT OF LAND MANAGEMENT
ER

Filed for record on 4/22/79
10/17/79

F. Rep. [Signature]
Deputy Recorder

Voucher No. 113339
at [Signature]



P.O.B. 416
100.450.013

A & B, 5.00' x 3.17'
PROPOSED PUMP
PUMP STATION

ROUTE NO. 16 100' R/W
ENCROACHMENT
OR LOT 5024

- FID. L.
- CORNER
- EXISTING
- MAIL SE

ADJ. A TO F DISPC.
S AS R DATA AND

EXHIBIT B

FILED
ST. JAMES

JUL 13 2008

CLERK COURT
BY: _____

MARK E. COWAN, ESQ.
ARRIOLA, COWAN & ARRIOLA
259 Martyr St., Suite 201
Calvo-Arriola Building
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Attorneys for LKC DEVELOPMENT, CO.

IN THE SUPERIOR COURT OF GUAM

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

Plaintiffs,

vs.

GOVERNMENT OF GUAM,

Defendant.

CIVIL CASE NO. CV1894-93

(Proposed)
JUDGMENT

GOVERNMENT OF GUAM,

Third-Party Plaintiff,

vs.

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

Third-Party Defendants.

ROBOT MANTANONA, LLP

Date: 06/07/2008
Time: 4:14pm
Initials: RM

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

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

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

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

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

Dated: JUN 02 2010.

Original Signed By:
Hon. Elizabeth Barrett-Anderson

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

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

JUN - 3 2010

Glenric J. Mendez
Deputy Clerk, Superior Court of Guam

