

**Peleliu Club of Guam  
Lease Application Packet  
Table of Contents**

I.	PCOG Cover Letter to Governor Camacho	2 pgs.
II.	Exhibit A	3 pgs.
	a. PCOG EIN Number (1 pg.)	
	b. PCOG Tax Exempt Status (2 pgs.)	
III.	Exhibit B	5 pgs.
	a. PGOG 1-yr. Lease w/DLM (4 pgs.)	
	b. Map of Lot 9, Block No. 3, Tract No. 1143, Municipality of Dededo (1 pg. 11"x17")	
	c. <i>Renew lease 25 yrs for legislature action.</i>	
IV.	Exhibit C	4 pgs.
	a. Letter from Architect RKL Services (2 pgs.)	
	b. Letter from Contractor JT & LI Corporation (2 pgs.)	
V.	Exhibit D	2 pgs.
	a. Conceptual Drawing of Cultural Center (11"x17")	
VI.	Exhibit E	26 pgs.
	a. Public Law 22-17, Public Law 22-18 (11 pgs.)	
	b. Rules & Regulations for Leasing Gov't. Land (12 pgs.)	
	c. PCOG Checklist – Steps for Land Application (3 pgs.)	
VII.	Exhibit F	2 pgs.
	a. Financial Action Plan	
VIII.	Exhibit G	2 pgs.
	a. PCOG Endorsement of Application Process (double-sided doc.)	
IX.	Exhibit H	2 pgs.
	a. PCOG Meeting Minutes of March 14, 2008 (double-sided doc.)	
X.	Exhibit I – Letters of Support from Palauan Government & Cultural Community	8 pgs.
	a. Letter to Governor Camacho from Jonathan Isechal Member, House of Delegates, 7 <sup>th</sup> Olbiil Era Kelulau Republic of Palau (1 pg.)	
	b. Letter to Governor Camacho from Temmy L. Shmull Minister of State, Republic of Palau (1 pg.)	
	c. Letter PCOG from Jackson Ngiraingas Governor, State of Peleliu, Republic of Palau (1 pg.)	
	d. Letter to Governor Camacho from Chief <i>Obak</i> Isao Singeo Member, Council of Chiefs, 9 <sup>th</sup> Peleliu State Legislature, State of Peleliu Republic of Palau (1 pg.)	
	e. Letter to Governor Camacho from Chief <i>Renguul</i> Donald Haruo Member, Council of Chiefs, 9 <sup>th</sup> Peleliu State Legislature, State of Peleliu Republic of Palau (1 pg.)	
	f. Letter to Governor Camacho from Kalbesang Soalablai Speaker, 9 <sup>th</sup> Peleliu State Legislature, State of Peleliu Republic of Palau (1 pg.)	
	g. Letter to Governor Camacho from Haruo Esang President, Peleliu Ngarablod of Palau (1 pg.)	
	h. Letter to Governor Camacho from J. Uduch Sengebau Senior Attorney-at-Law (former Judge, Republic of Palau) (1 pg.)	



# Peleliu Club of Guam

P.O. Box 25744  
Barrigada, Guam 96921

**RECEIVED**

MAY 05 2008  
Department of Land Management  
Time: 9:48 Initial: [Signature]

April 21, 2008

[Signature]  
Pauline G.

CFO

4/21/08 [Signature]

The Honorable Felix P. Camacho  
Governor of Guam  
P.O. Box 2950  
Hagatna, Guam 96932

**Re: ADDENDUM to Renewal of Peleliu Club Lease of Lot 9, Block No. 3, Tract No. 1143, Municipality of Dededo (April 7, 2008)**  
*Application for Lease of Lot 8, Block No. 3, Tract No. 1143, Municipality of Dededo*

*Hafa Adai* Governor Camacho:

*Alii* and greetings again, from your Palauan friends in the Peleliu Club of Guam (PCOG). This letter is an addendum to our Application for the Lease Renewal of Lot 9, Block No. 3, Tract No. 1143, in the Municipality of Dededo which we sent to you on April 7, 2008. This addendum is to formally request for an additional lease of Lot 8, Block No. 3, Tract No. 1143, Municipality of Dededo which is adjacent to Lot 9, presently and which PCOG has an interim lease for expiring May 6, 2008.

It was a grave oversight on our part in our haste to complete the application packet that we left out the critical request for a lease of Lot 8. This had been directed by the club members to include in our application efforts. Since the lease application is a lengthy process, we were advised that it would be wise to request for Lot 8 with the renewal consideration of our lease of Lot 9. Please refer to the map in Attachment B of our lease application packet submitted to your office April 7, 2008.

As you can see in Attachment B the conceptual design of our building does not allow for spacious parking. It also lacks kitchen facilities, which were eliminated due to the small size of the lot. This is a crucial component, as you well know, that cultural activities heavily revolve around feasting and kitchen facilities are central to this. Additionally, our membership is growing as the reality of securing a lot and building a cultural center seems to be just around the corner. When the PCOG has official gatherings, we can anticipate crowds in the hundreds. We also plan to offer the use of the cultural center to other non-profit organizations for very nominal fees to cover utility and basic maintenance. We also plan to for the venue for official Palauan activities and gatherings, such as election bases and for meetings with Palauan government officials and traditional leaders, therefore the additional space is required.

Our club has pledged to clean Lot 8 and maintain the grounds to be used as additional parking space and building expansion, should we be granted a lease of the lot. We believe that granting PCOG the lease rights to Lot 8 will be a win-win situation for both PCOG and the Government of Guam, because we will clear the jungle area and this will minimize the potential for illegal dumping, which is a critical and ongoing problem in the area. We would be happy to work with the Office of the Mayor of Dededo, to ensure that the area is well kept.

Please know that we are most appreciative of your time and attention to this matter and are humbled by your support of PCOG's attempts to contribute positively to our island community. Again, should you have any further inquiries, please feel free to contact any of us listed below and we look forward to your expeditious reply.

Sincerely,

*Anita Ngrairinga*  
Anita Ngrairinga  
PCOG President  
632-6108 (work)

*Dominina Kilad Callaghan*  
Dominina Kilad Callaghan  
PCOG Land Administrator/Club Treasurer  
789-1200 (home) 482-2718 (cell)

*Elfrieda Koshiba*  
Elfrieda Koshiba  
PCOG Secretary  
734-1567 (home) 687-6907 (cell)

cc: Land Management



# Peleliu Club of Guam

P.O. Box 25744  
Barrigada, Guam 96921

April 7, 2008

The Honorable Felix P. Camacho  
Governor of Guam  
P.O. Box 2950  
Hagatna, Guam 96932

**RECEIVED**

APR 07 2008  
Department of Land Management  
Time: 2:07 PM Initial: [Signature]

**Re: Renewal of Peleliu Club Lease of Lot 9, Block No. 3, Tract No. 1143, Municipality of Dededo**

Dear Governor Camacho:

Alii and greetings from your Palauan friends! Through this letter we, the Peleliu Club of Guam (PCOG), seek your assistance in renewing our lease of Lot 9, Block No. 3, Tract No. 1143, in the Municipality of Dededo, Guam, for a period of twenty-five years. On May 6, 2007, Acting Governor, Mike W. Cruz, M.D., signed the "Agreement to Reserve for Leasing" (hereafter referred to as the "Agreement") for this particular lot. We understand that under the terms of the Agreement, we have one year from May 6, 2007, to achieve specified goals.

The Peleliu Club of Guam has worked hard to meet these goals and we have accomplished much. Despite challenges from the Asahi Association of Guam, we are continuing to move forward with our plans to build a cultural center (*abai*) on the property. This *abai* will serve as an important cultural center for the Palauan community on Guam. As you may recall, for many years we had an *abai* on the Harmon cliff line. When this federal land was returned to the ancestral landowners in 1993, we lost it. Since then, we have not had an established meeting place for the Palauan community and as a sad result our community has lost some of its cohesiveness. The renewal of the lease and our construction of a new *abai* will provide our Palauan community with a meeting place and a venue to showcase our culture to all of Guam's residents. We are extremely excited about this project and grateful to the Government of Guam for providing us with this opportunity.

Consistent with the requirements of Public Law 22-18, we are happy to report our accomplishments thus far:

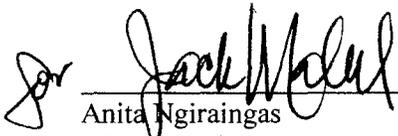
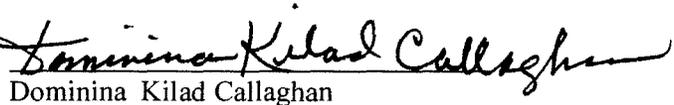
1. Since 1983, we have been granted tax-exempt status. Our **EIN #: 66-0630029**.
2. The Tax-Exempt status was again reactivated at the end of 2005 for the sole purpose of meeting requirements for the public land lease for building our cultural center or a traditional meeting place "*abai*". The non-profit organization Veterans of Foreign Wars (VFW) once occupied the lot we have been assigned by Land Management. See **Exhibit A: Tax Exemption Letter**.
3. Attached as **Exhibit B:** is the One-Year Lease with the Land Management for the reserved land in Lada, Municipality of Dededo; Lot 9, Block No. 3, Tract No. 1143, Check No. 472-FY97, Drawing No. 14-97T632, Agricultural Subdivision Survey Map under Document N.572938, Certificate of Title No. 88094.
4. A copy of letters from the architect and contractor will demonstrate our "*Abai*" design for our cultural center is completed. These letters are attached as an **Exhibit C**.

5. We are attaching the conceptual drawing of the traditional building as **Exhibit D**. We will be glad to meet with you should you wish to review a copy of the complete blueprints.
6. Copies of the original law and subsequent Rules and Regulations for administering the law are attached for your records in **Exhibit E**.
7. Our Financial Action Plan is in **Exhibit F**.
8. The Peleliu Club Members endorsement of the lot and the building is in **Exhibit G**.
9. Most recent meeting minutes of the PCOG from March 2008, indicating new club officers in **Exhibit H**.
10. Letters of Support from various community and cultural/traditional leaders from Palau and the State of Peleliu found in **Exhibit I**.

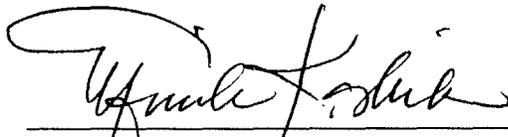
Members of the Peleliu Club of Guam are excited by the prospect of having our own Abai. We have already raised \$15,000 toward our goal of raising \$88,000. We are finalizing our financial plan to accelerate our fundraising efforts and we will shift it into full gear once we receive assurances that our lease has been extended for an additional twenty-five years. Talk of our project is circulating on the island of Peleliu and the community there stands ready to help us achieve our ultimate goal of building the cultural center (*abai*).

We realize that there are tight time-lines under the public law. For this reason, we urgently seek your assistance in expediting the process. Submitted herewith is the application fee of \$100.00 drawn from PCOG. We stand ready to meet with you at your earliest convenience, should you so desire. We the undersigned, will serve as official points of contact to provide further information, if required. On behalf of the Peleliu Club of Guam, we express our gratitude for your continued support and look forward to the day when you will help us dedicate the grand opening of the Peleliu Abai!

Sincerely,

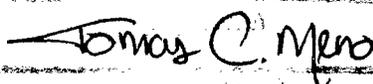
 Jack Madul v. president   
Anita Ngiraingas  
PCOG President  
632-6108 (work)

Dominina Kilad Callaghan  
PCOG Land Administrator/Club Treasurer  
789-1200 (home) 482-2718 (cell)

  
Elfrieda Koshiba  
PCOG Secretary  
734-1567 (home) 687-6907 (cell)

cc: Land Management

enclosures

RECEIVED & ACKNOWLEDGED  
By:   
Thomas C. Mero  
OFO  
Date: 4/9/08 Time: 2:35

# Exhibit A

---



**E.I.N. NUMBER**

**66-0630029**



DEPARTMENT OF REVENUE & TAXATION  
GOVERNMENT OF GUAM

P. O. Box 2796  
Agana, Guam, 96910



FCN 2-2-110  
Approved 10-3-61  
(Revised 2-2-80)

TAXPAYER ASSISTANCE AND PROCESSING BRANCH  
Business Privilege Tax Section

EXEMPTION APPLICATION

For the use of organizations and persons applying for exemption under Section 19543, Chapter 6, Title XX.

(Check below the subsection under which exemption is claimed)

- 19543.01  Governmental
- 19543.02  Fraternal
- 19543.03  Religious, charitable, scientific or educational
- 19543.04  Civic and community benefit
- 19543.05  Hospitals, infirmaries and sanitariums
- 19543.06  Totally blind person
- 19543.07  Agricultural producers and fisheries
- 19543.08  Tax paid alcoholic beverages and tobacco

SEP 22 8 00 AM '83  
 DEPARTMENT OF REVENUE AND TAXATION

Name of Taxpayer PELELIU CLUB OF GUAM Date of Application 9/22/83  
 Address (Complete) P.O. Box AE 25744 } 414/08  
AGANA, GUAM 96910 Barrigada, Guam  
96921

Is the taxpayer incorporated: State in which incorporated/Date:  
 Yes  No

If not incorporated, manner of organization: Date organized:  
NON-PROFIT ORGANIZATION

Date registered with License and Registration Branch:  
9/22/83

Attach to this application the items below, if applicable:

- Statement of specific purposes for which applicant is formed and its actual activities performed
- Statement of sources of income and disposition of same during past year or accounting period
- State whether or not any income is credited to surplus or may inure to benefit of any private individual or shareholder

Yes  No

Copy of current by laws or code of regulations

Copy of latest financial statement, showing assets and liabilities, receipts and disbursements

Statement of any additional facts relied upon to support this application.

-----  
SIGNATURE AND VERIFICATION

I, the undersigned, acting as an individual or as president, vice-president, treasurer, assistant treasurer, chief accounting officer, (or other duly authorized officer) of the organization for which this application is made, declare under the penalties of perjury that this application, (including any accompanying statements) has been examined by me and is, to the best of my knowledge and belief, a true, correct and complete application, made in good faith pursuant to Section 19521, Government Code of Guam and the regulations thereunder issued by the Commissioner of Revenue and Taxation.



-----  
SIGNATURE

*Public Relations Officer*

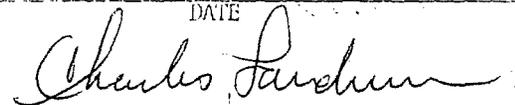
-----  
TITLE

-----  
CERTIFICATION OF TAX EXEMPTION

This is to certify that Peleliu Club of Guam a Corporation having fully complied with the necessary requirements set forth under Section 19521 of the Business Privilege Tax Act of Guam, is hereby declared tax exempt, which exemption will continue indefinitely unless revoked on the basis of further information obtained by audit or otherwise.

DAVE J. SANTOS  
COMMISSIONER OF REVENUE AND TAXATION

-----  
DATE



-----  
CHARLES LANDRUM

Chief, Technical Research and Appellate Bureau

*11/1/1983*

-----  
DATE

FILE  
07-003

## AGREEMENT TO RESERVE FOR LEASING

**THIS AGREEMENT** between the **DEPARTMENT OF LAND MANAGEMENT**, government of Guam, whose address is Post Office Box 2950, Hagatna, Guam 96932, hereinafter **GOVERNMENT**, and **PELELIU CLUB OF GUAM**, a non-profit organization authorized to conduct its activities in the territory of Guam, whose address is Post Office Box AC Hagatna, Guam 96910, hereinafter **PROSPECTIVE LESSEE**, is effective the day and year executed by the Governor below, and is made according to the following recitals:

**WHEREAS**, Government owns real property reserved for use as cultural centers pursuant to Public Law 22-18 and which real property is not available land under the jurisdiction of the Chamorro Land Trust Commission; and

**WHEREAS**, Government determined that Prospective Lessee is eligible to lease a portion of such reserved real property for the specific purpose of constructing a building or other type of improvement that would embody the cultural style or identity of Prospective Lessee; and

**WHEREAS**, Prospective Lessee must submit in sufficient detail a conceptual plan of the improvements it intends to construct, as well as the details of how the improvements will be financed, both of which Government must determine to be adequate before it will enter into a lease with Prospective Lessee; and

**WHEREAS**, Prospective Lessee has selected a site which it desires to reserve while preparing for the financing and construction of the planned improvement; now, therefore,

**IN CONSIDERATION** of the mutual covenants contained herein, the parties agree as follows:

**1. RESERVATION.** Government shall reserve for Prospective Lessee the following described real property (hereinafter "**Property**") for a period of one (1) year, and no more, after which this Agreement shall automatically come to an end. During the term of this Agreement, Prospective Lessee may enter into a lease with Government for the Property, but only upon satisfying the conditions provided for in Section 2 below:

Lot 9 Block No. 3, Tract No. 1143, Municipality of Dededo, Guam, containing an area of 1,920± square meters or 20,667± square feet, as shown on map L.M. Check No. ~~477~~-FY97, Drawing No. 14-97T632, Agricultural Subdivision Survey Map of Tract 1143 (formerly Lot 10120-17, Dededo, for Lease Purposes Only). Recorded under Document N. 572938, Certificate of Title No. 88094. A copy of such map is attached hereto as Exhibit A.]

**2. CONDITIONS PRECEDENT TO LEASE.** Government shall lease the Property to Prospective Lessee, but only if Prospective Lessee submits the documents enumerated herein in this Section 2, in sufficient detail and in a timely manner, and the documents are determined to be adequate by the Government, in its sole discretion, and in accordance with applicable rules. Prospective Lessee shall be allowed to resubmit any documents that are found inadequate as many times as necessary for a finding of adequacy by Government during the one-year term of this Agreement; except that if Government has in its possession any submittal or resubmittal when this Agreement's one-year term has expired, then the end of the term shall be extended to the date that Government makes a finding on the submittals in its possession. Prospective Lessee shall submit:

**a. CONCEPTUAL PLAN.** A conceptual plan depicting the Property's development as a cultural facility, in adequate visual detail showing all improvements to be constructed, with landscaping, from all angles. The plan should include a sketch showing the location of the improvements on the Property, and a sketch of the floor plans. The visual drawings should be accompanied by a written summary of the development. The plan need not, but may be as detailed as an architect's or engineer's, but in any event should be professional in appearance.

**b. STATEMENT OF COST AND FUNDING.** A supporting statement, in sufficient detail, concerning the approximate cost of the development, the proposed contractor's name, and license number the financing method or source of funding, and any other pertinent information.

**3. ASSIGNMENT OR ALIENATION.** This Agreement is exclusive and personal to Prospective Lessee and may not be assigned or transferred.

**4. APPLICABLE RULES.** Any ambiguity or conflict in this Agreement shall be resolved by the Rules and Regulations Pertaining to the Leasing of Government Land Reserved as a Cultural Center ("Rules"), which are made a part of this Agreement and incorporated herein by reference.

**5. LEASE TERMS.** The lease agreement shall be in accordance with the significant terms contained in Section 8 of the Rules, and shall be prepared by Government upon a finding that Prospective Lessee's documents submitted in accordance with Section 4 above are adequate.

**6. LIMITATIONS ON AGREEMENT.** This Agreement shall be void and of no force or effect if Prospective Lessee becomes bankrupt, insolvent, ceases to be a legitimate non-profit organization, assigns or transfers or attempts to assign or transfer this Agreement or otherwise becomes ineligible to lease according to the Rules. If prospective

Lessee enters into a lease with Government, then this Agreement shall terminate.

**7. LICENSE TO CLEAR AND GRADE.** Government grants Prospective Lessee the privilege to clear and grade the Property, at Prospective Lessee's own risk, under this Agreement. Prospective Lessee is permitted to cut, detach, remove, burn, or otherwise clear and take away from the Property all standing or fallen timber, crops, vegetation, or growth of any kind whatsoever, and to grade the Property so long as all required governmental approvals are first obtained. In no event shall Prospective Lessee cause or allow any construction, development or improvement of any type or nature whatsoever to be built on the Property, nor permit any waste, nuisance or dumping. Government shall not be liable for Prospective Lessee's costs to clear and grade, even if Prospective Lessee does not enter into a lease with Government for this Property.

**8. CONDITION NOT WARRANTED; UTILITY HOOKUP.** Government does not warrant or represent that the Property is safe, healthful or suitable for Prospective Lessee. Water, sewer and electricity may not be immediately available on the Property, but are available within 100 feet of the southern border of Lot 10120-17, Dededo, the lot in which the Property is situated. Prospective Lessee understands that infrastructure improvements and connections for water, sewer, power, gas, or telephone are at Prospective Lessee's sole expense, and that Government has no obligation to pay for or provide any other infrastructure improvements or any utility hookup, nor waterline, sewer line or power line extensions, except that Government may arrange for public rights-of-way to serve each area to be leased, including Prospective Lessee's Property.

**9. INDEMNIFICATION.** Prospective Lessee shall exercise its privileges under this Agreement at its own risk, and shall at all times indemnify and hold harmless Government and its agents and employees against all actions, claims, demands, liabilities, costs and expenses for loss of or damage to any property and for injuries to or death of persons arising or resulting from the condition of the Property, or its use by Prospective Lessee.

**10. RESERVATION NOT A LEASE.** This Agreement is a limited act preliminary to the lease and is designed only to reserve the selected area of land and provide Prospective Lessee with the opportunity to begin clearing and grading. By no means shall this Agreement be interpreted as a lease, nor does it grant any rights to Prospective Lessee as a lessee. Prospective Lessee must fulfill the conditions referred to in Section 2 above and the Rules before Prospective Lessee is entitled to a lease.

**11. GOVERNING LAW.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the territory of Guam.

---

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below their signatures.

PROSPECTIVE LESSEE:

GOVERNMENT OF GUAM:

*Anita R. Ngiraingas*  
ANITA NGIRAINGAS  
President, Peleliu Club of Guam

*Michael C. James*  
MICHAEL C. JAMES  
Acting Director,  
Department of Land Management

Date: 01/31/07

Date: 1-31-07

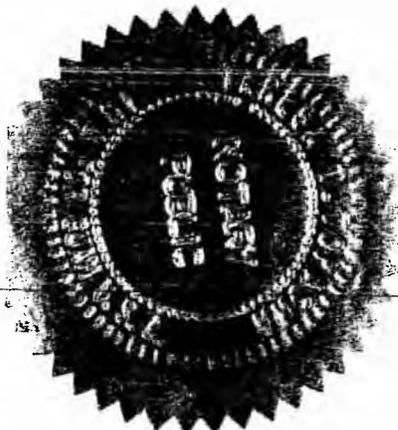
ACKNOWLEDGMENT

CITY OF HAGÁTÑA ) ss

On this 31<sup>st</sup> day of January, 2007, before me, the undersigned notary, personally appeared ANITA NGIRAINGAS, President Peleliu Club of Guam, known to me to be the person whose name is signed on the attached or preceding document and acknowledged to me that she signed it voluntarily for its stated purpose.

IN WITNESS WHEREOF, I have hereunto affixed my name and official seal in Hagåtña, Guam, the day and year first above written.

*Teresa T. Topasna*



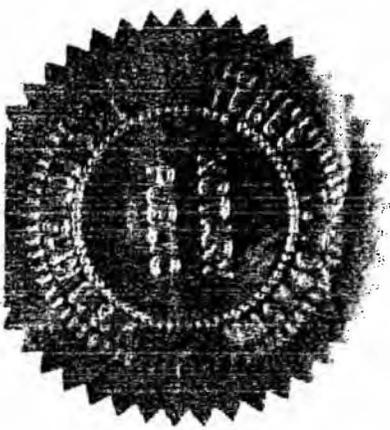
Teresa T. Topasna  
NOTARY PUBLIC  
In and for Guam U.S.A.  
My Commission Expires: July 28, 2009  
P.O. Box 2950, Hagåtña, Guam 96932

ACKNOWLEDGMENT

CITY OF HAGÁTÑA ) ss

On this 31<sup>st</sup> day of January, 2007, before me, the undersigned notary, personally appeared MICHAEL C. JAMES, Acting Director of Land Management, known to me to be the person whose name is signed on the attached or preceding document and acknowledged to me that he signed it voluntarily for its stated purpose.

IN WITNESS WHEREOF, I have hereunto affixed my name and official seal in Hagåtña, Guam, the day and year first above written.



*Teresa T. Topasna*

Teresa T. Topasna  
NOTARY PUBLIC  
in and for Guam U.S.A.  
My Commission Expires: July 28, 2009  
P.O. Box 2950, Hagåtña, Guam 96932

APPROVED AS TO LEGALITY AND FORM:

GOVERNMENT OF GUAM

*[Signature]*

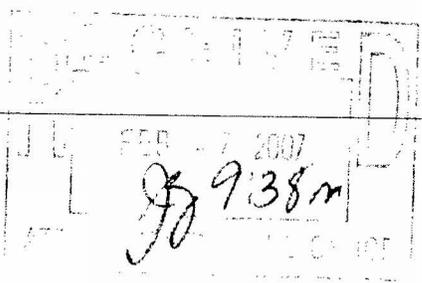
*[Signature]*

ALICIA G. LIMTIACO  
Attorney General of Guam

MIKE W. CRUZ, P.D.  
GOVERNOR OF GUAM ACTING

Date: 4/11/07

Date: 6 May 07



Island of Guam, Government of Guam  
Department of Land Management

File for record is Instrument No. 755132

For the Year 07 Month 5 Day 9 Time 347

Recording Fee 40 Receipt No. \_\_\_\_\_

Deputy Recorder [Signature]

[Signature]  
JAMES D. ANTONORCruz

104- DLM \_\_\_\_\_

# TEMPORARY FORM OFFICIAL RECEIPT

GOVERNMENT OF GUAM  
DEPARTMENT OF ADMINISTRATION  
FINANCIAL MANAGEMENT DIVISION  
P.O. BOX 814 HAGATNA GUAM 96932

DATE: 5-9-07  
PAYOR: \_\_\_\_\_  
ADDRESS: Duler



NOT VALID UNLESS OVERPRINTED BY OUR REGISTER/STAMP

## PAYMENT INFORMATION

DESCRIPTION	RESERVED FOR ISSUING OFFICE:	
	ACCOUNT NUMBER	AMOUNT
<u>755132</u>	<u>56910</u>	<u>10</u>
<u>Misc</u>		
ISSUING OFFICE: <u>Py</u>	PLEASE PAY TREASURER OF GUAM	<u>10</u>
AGENT: _____	TOTAL DUE	

CASH

CHECK: # \_\_\_\_\_

OTHER: \_\_\_\_\_

104- DLM \_\_\_\_\_

# TEMPORARY FORM OFFICIAL RECEIPT

GOVERNMENT OF GUAM  
DEPARTMENT OF ADMINISTRATION  
FINANCIAL MANAGEMENT DIVISION  
P.O. BOX 314 HAGATNA GUAM 96932

DATE:

5-9-07

PAYOR:

ADDRES:

Duler



NOT VALID UNLESS OVERPRINTED BY OUR REGISTER/STAMP

## PAYMENT INFORMATION

DESCRIPTION	RESERVED FOR ISSUING OFFICE:	
	ACCOUNT NUMBER	AMOUNT
755132	56910	10
Mea		
ISSUING OFFICE: <i>Py</i>	PLEASE PAY TREASURER OF GUAM	
AGENT:	TOTAL DUE	10

CASH

CHECK: # \_\_\_\_\_

OTHER: \_\_\_\_\_





**DIPĀTTAMENTON MINANEHAN TĀNO'**  
 (Department of Land Management)  
**GUBETNAMENTON GUĀHAN**  
 (Government of Guam)



FELIX P. CAMACHO  
 Governor of Guam

TEREZO R. MORTERA  
 Director

MICHAEL W. CRUZ, M.D.  
 Lieutenant Governor of Guam

MICHAEL C. JAMES  
 Deputy Director

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

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

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

E-mail Address:  
[dlm@mail.gov.gu](mailto:dlm@mail.gov.gu)

Telephone:  
 671-649-LAND (5263)

Facsimile:  
 671-649-5383

September 22, 2008

Memorandum

To: Speaker Judith T. Won Pat, Ed.D.  
 29<sup>th</sup> Guam Legislature

From: Director, Department of Land Management

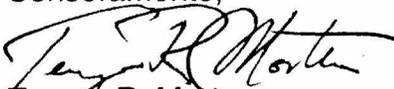
Subject: Lease Agreement (Cultural Center)  
 Peleliu Club of Guam

Buenas yan Hafa Adai! Attached for your signature is a Lease Agreement between Department of Land Management and Peleliu Club of Guam, a non-profit organization who has been grandfathered from the Harmon Cliffline to the Twenty (20) acres of Government land, Lot No. 9 Block No. 3, Tract No. 1143, Municipality of Dededo (Formerly Lot No. 10120-17) for lease purposes as shown on L.M. Check No. 427FY97, Drawing No. 14-97T632, recorded under Document No. 572938.

This Lease Agreement is authorized by Public Law 25-47.

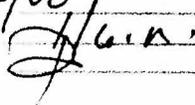
If you should have any questions, please contact Land Administration Division at 649-5263 ext. 422/411.

Senseramente,

  
 Terezo R. Mortera

Attachments

JA/MLGJ

9/23/08  


---

(SPACE ABOVE FOR RECORDERS USE ONLY)

## LEASE

**THIS LEASE** is made this 12 day of August, 2008, by and between the **DEPARTMENT OF LAND MANAGEMENT, GOVERNMENT OF GUAM**, whose address is P.O. Box 2950, Hagatna, Guam. 96910, hereinafter the "Lessor," and **PELELIU CLUB OF GUAM**, represented by **ANITA NGIRAINGAS, PRESIDENT**, a non-profit organization organized and existing under the laws of the territory of Guam, whose address is Post Office Box 25744, Barrigada, Guam. 96921, hereinafter the "Lessee."

WHEREAS, Lessee was a legal occupant of real property located along the Harmon Cliffline area pursuant to an agreement entered into with the government of Guam, which had a valid permit to use the same from the U.S. Air Force who is the legal owner; and

WHEREAS, the Harmon cliffline area was identified by the federal government as excess federal land to be returned to the government of Guam in U.S. Public Law 103-339; and

WHEREAS, in preparation for the eventual return of the Harmon cliffline area to the government of Guam, environmental survey work is required at the site, and those occupying the Harmon cliffline area have been required to leave; and

WHEREAS, Lessor has reserved certain lands identified in Guam P.L. 22-18 for the purpose of establishing "cultural centers," and certain of these reserved lands are ready for leasing; and

WHEREAS, Lessee has been found eligible and qualified to lease government land identified herein, and this Lease being in the best public interest; now therefore,

FOR AND IN CONSIDERATION of the following terms and conditions, Lessor and Lessee agree as follows:

1. **Subject of Lease.** Lessor leases to Lessee the real property in the Municipality of Dededo, territory of Guam described as follows, hereinafter the "Demised Premises":

Lot No.9, Block No. 3, Tract No. 1143, Municipality of Dededo, Guam, containing, an area of 1,920± square meters or 20,667± square feet, as shown on map L.M. Check No. 472-FY97, Drawing No. I4-97T632, Agricultural Subdivision Survey Map of Tract 1143 (formerly lot 10120-17, Dededo, for Lease Purposes Only). Recorded under Document No. 572938, Certificate of Title No. 88094.

2, **Term:** Lessee shall have and hold the Demised Premises for a term of twenty-five (25) years commencing on **JUNE 1, 2008** and ending on **JUNE 1, 2033**, unless sooner terminated in accordance with the terms of this Lease. Lessee may opt to renew this Lease for one (1) additional twenty-five (25) year term so long as not in default upon the expiration of the first of the first twenty-five (25) year term.

3. **Rent.** Lessee shall pay Lessor, in addition to any other charges required to be paid hereunder by Lessee, rent for the Demised Premises in annual installments. Each annual installment of rent due hereunder shall be paid in advance on the anniversary date hereof.

a. **Nominal Rent for Income-Tax Exempt Lessees.** Lessee shall have provided to Lessor prior to entering into this Lease, a written determination or other proof from the appropriate government authority, signifying Lessee's status as a tax-exempt entity. Tax-exempt status shall allow Lessee to pay a nominal annual rental amount as provided for in the rules governing this Lease at the time the Lease is entered into by Lessor and Lessee.

b. **Rental Amount.** The annual rental amount is One Hundred Dollars (\$100.00), which shall be due for each of the twenty-five (25) years of the term of this Lease. If the term of this Lease is renewed for an additional twenty-five (25) years, then for each year of the renewal term, the rent shall be Three Hundred Dollars (300.00). The annual rent shall be due each year on the anniversary date of this Lease.

c. **Payee.** All amounts due as rent under Section 3.b above shall be made payable to the Chamorro Land Trust Commission in accordance with P.L. 22-18, Section 3.d, but shall be delivered to Lessor in the name of the Chamorro Land Trust Commission for the sake of record-keeping. Lessor shall transmit any amount paid for rent under Section 3.b above to the Commission. Any and all other amounts due or which may become due according to the other terms of this Lease shall be paid directly to Lessor.

4. **Taxes and Assessments.** In addition to the rent payable under Section 3 above, Lessee shall pay and discharge promptly as the same become due and before delinquency all taxes and assessments, whether general or special, of every kind which may be levied or assessed or become a lien on or against the Demised Premises or any part thereof, or any building or improvements on the Demised Premises, or on or against the leasehold of Lessee, during the term of this Lease. Any such taxes or assessments which shall relate to a fiscal year during which the terms of this Lease shall commence or terminate shall be prorated between Lessor and Lessee.

5. **Warranties of Title and Quite Enjoyment.** Lessor covenants that Lessor is seized of the real property in fee simple and has full right to make this Lease and that Lessee shall have quiet and peaceable possession of the Demised Premises during the term hereof.

6. **Use of Premises.** The Demised Premises shall be used by Lessee only for the purpose of a clubhouse or building, as constructed by Lessee, in which Lessee regularly conducts its normal activities. Lessee shall comply with all sanitary laws, rules and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the Demised Premises. The use by Lessee of the premises for any other use other than for the specific purpose for which it is leased shall give Lessor the right to terminate this Lease in its sole discretion.

7. **Covenant against Gambling.** In no event shall the Demised Premises be used for the purpose of gambling, except to the extent that Lessee is licensed and legally may do so, and Lessee specifically agrees to observe this covenant for itself, its members, guests, employees, and any other persons using the premises. Any breach of this covenant at any time by Lessee or any person on the premises shall result in the automatic termination of this Lease without notice to Lessee at Lessor's option.

8. **Construction of Improvements.**

a. **Covenant to Erect New Improvements.** On delivery of possession of the Demised Premises to Lessee pursuant to the terms of this Lease, Lessee shall within one year following the effective date of this Lease, begin construction on the Demised Premises a building or buildings, or other improvements, for the purpose of conducting its normal activities, at its sole cost and expense in accordance with plans, specifications, and a detailed description of the work which shall be approved by Lessor. Improvements to be constructed shall be in substantial conformity to the conceptual plans submitted by Lessee to Lessor prior to the execution of this Lease and upon which approval of this Lease was granted. In the event of disapproval of the plans and specifications, Lessor shall give to

Lessee an itemized statement of reasons therefore within twenty (20) days after the same are submitted to Lessor. Lessor shall not unreasonably withhold its approval. Prior to the commencement of any such work, Lessee shall furnish Lessor with a good and sufficient surety bond guaranteeing the completion of such improvements and the payment of all bills therefore. Construction shall be completed within three years of the effective date of this Lease.

b. **Further Construction.** Lessee shall further have the right to construct on the Demised Premises other improvements or to make alterations or additions thereto and to remove, remodel, demolish, and rebuild the same as approved by Lessor. All such buildings and improvements constructed, altered or repaired by Lessee shall be and remain Lessee's property. All improvements or alterations and additions thereto shall comply with any building code or regulations in force.

9. **Failure to Construct.** If Lessee shall have failed to begin construction of a building or any improvement within one year of the effective date of this Lease, then this Lease shall automatically terminate and be void and of no force or effect. If Lessee shall have failed to complete construction of the improvement or improvements within three years of the effective date of this Lease, then Lessor may terminate this Lease at its sole option.

10. **Repairs and Destruction of Improvements.**

a. **Maintenance of Improvements.** Lessee shall, at all times during the Lease term and at its own cost and expense, and without any expense to Lessor, keep and maintain the premises, including all buildings and improvements of every kind which may be a part thereof, and all appurtenances thereto, in good sanitary and neat order, substantial condition and repair, and except as specifically provided herein, restore and rehabilitate any improvements of any kind which may be destroyed or damaged by fire, casualty, or any other cause whatsoever. Lessor shall not be obligated to make any repairs, replacements, or renewals of any kind, nature, or description, whatsoever to the Demised Premises or any buildings or improvements thereon.

b. **Damage to and Destruction of Improvements.** The damage, destruction, or partial destruction of any building or other improvement which is a part of the premises shall not release Lessee from any obligation hereunder, except as hereinafter expressly provided, and in case of damage to or destruction of any such building or improvement, Lessee shall at its own expense promptly repair and restore the same to a condition as good or better than that which existed prior to such damage or destruction. Without limiting such obligations of Lessee, it is agreed that the proceeds of any insurance covering such damage or destruction shall be made available to Lessee for such repair or

replacement.

11. **Compliance with Laws; Prohibition against Waste.** During the term of this Lease, Lessee shall comply with all applicable laws affecting the Demised Premises. Lessee shall not commit waste on the Demised Premises except as necessary for the removal or construction of any buildings and improvements thereon as required or permitted by this Lease.

12. **Utilities.** All water, gas, electricity, telephone, telegraph, and other public utility services used on or furnished to the Demised Premises during the term hereof shall be in Lessee's name and paid for by Lessee.

13. **Liens.** Lessee shall keep the fee estate of the Demised Premises free and clear from all mechanics' and materialmen's and other liens for work or labor done, services performed, materials, appliances, power contributed, used or furnished or to be used in or about the Demised Premises for or in connection with any operations of Lessee, or any alteration, improvement, repairs, or additions which Lessee may make or permit or cause to be made, or any work or construction by, for, or permitted by Lessee on or about the Demised Premises.

14. **Indemnification of Lessor.** Lessor shall not be liable for any loss, injury death, or damage to persons or property which at any time may be suffered or sustained by Lessee or by any person whosoever may at any time be using or occupying or visiting the Demised Premises or be in, on, or about the same, whether such loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Lessee or of any occupant, visitor, or user of any portion of the Demised Premises, or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth, and Lessee shall indemnify Lessor against all claims, liability, loss, or damage whatsoever on account of any such loss, injury, death, or damage. Lessee hereby waives all claims against Lessor for damages to the buildings and improvements that are now on or hereafter placed or built on the Demised Premises and to the property of Lessee in, on, or about the Demised Premises, and for injuries to persons or property in or about the Demised Premises, from any cause arising at any time during the term hereof.

15. **Assignment and Subletting.** Lessee shall not transfer, assign or sublet the Demised Premises, or grant any concession or license to use the premises or any part thereof, without the prior express written approval of Lessor. Any transfer, assignment, subletting, concession, or license, or any attempt to do so without Lessor's prior written consent shall be void and shall, at Lessor's option, terminate this Lease. A consent by Lessor to one transfer, assignment, sublease, concession, or license shall not be deemed to be a consent to any subsequent transfer, assignment, subletting, concession or license. The terms of this Lease shall bind any approved assignee, sublessee,

transferee, concessionaire, or licensee.

**16. Encumbrance of Leasehold Interest.**

a. **Lessee's Right to Encumber Leasehold Interest.** Lessee may encumber by mortgage or deed of trust, or other proper instrument, its leasehold interest and estate in the Demised Premises, together with all buildings and improvements placed by Lessee thereon, as security for any indebtedness of Lessee. The execution of any such mortgage or deed of trust, or other instrument, or the foreclosure thereof, or any sale thereunder, either by judicial proceeding or by virtue of any power reserved in such mortgage or deed of trust, or conveyance by Lessee to the holder of such indebtedness, or the exercising of any right, power, or privilege reserved in any mortgage or deed of trust, shall not be held as a violation of any of the terms or conditions hereof, or as an assumption by the holder of such indebtedness personally of the obligations hereof. No such encumbrance, foreclosure, conveyance, or exercise of right shall relieve Lessee of its liability hereunder.

b. **Notice of Holder of Encumbrance; Right of Holder to Cure Lessee's Default.** If Lessee shall encumber its leasehold interest and estate in the Demised Premises and if Lessee or the holder of the indebtedness secured by such encumbrance shall give notice to Lessor of the existence thereof and the address of such holder, then Lessor will mail or deliver to such holder, at such address, a duplicate copy of any and all notices in writing which Lessor may, from time to time, give to or serve on Lessee under and pursuant to the provisions hereof; such copies shall be mailed or delivered to such holder at, or as near as possible to, the same time as notices are given to or served on Lessee. Such holder may, at its option, at any time before the rights of Lessee shall have been terminated as provided herein, pay any of the rents due hereunder, or pay any taxes and assessments, or do any other act or thing required of Lessee by the terms hereof, or do any act or thing which may be necessary and proper to be done in the observance of the covenants and conditions hereof, or to prevent the termination hereof; all payments so made, and all things so done and performed by such holder shall be as effective to prevent a forfeiture of the rights of Lessee hereunder as the same would have been if done and performed by Lessee.

**17. Priority of Lessor's Rights Over Encumbrances.** Except as herein provided, no mortgage, deed of trust, mechanic's lien, or other encumbrance, lien, or security interest in, on, or against the Demised Premises or the improvements to be constructed thereon shall in any way, matter, or degree effect the interest of Lessor in the improvements or its rights on the premises. Lessee shall give written notice of such priority of Lessor's rights to any contractor or contractors furnishing material or labor for any building or improvements to be erected on the premises or any other improvements made thereon before any such contract is let. Furthermore, Lessor shall have the right and

privilege to pay or discharge any lien thereby accruing, or any portion of the same after it is legally established, and Lessee shall be obligated to repay Lessor the amount so paid as additional rent due from Lessee, together with interest at the legal rate per annum from the date of the payment.

**18. Prohibition of Involuntary Assignment.** Neither this Lease nor the leasehold estate of Lessee nor any interest of Lessee hereunder in the Demised Premises or any buildings or improvements thereon shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever (except through a statutory merger or consolidation) and any such attempted involuntary assignment, transfer, or sale shall be void and if no effect.

**19. Effect of Bankruptcy.** Without limiting the generality of the provisions of the preceding Section 18, Lessee agrees that in the event any proceedings under any bankruptcy law or any amendment thereto shall be commenced by or against Lessee, and, if against Lessee, such proceedings shall not be dismissed before either an adjudication in bankruptcy or the confirmation of a composition, agreement, or plan or reorganization, or in the event Lessee is adjudged insolvent or makes an assignment for the benefit of its creditors, or if a receiver is appointed in any proceeding or action to which Lessee is a party, with authority to take possession or control of the Demised Premises or the business conducted thereon by Lessee, and such receiver is not discharged within a period of thirty (30) days after his appointment, any such event or any involuntary assignment prohibited by the provisions of the preceding Section 18 shall be deemed to constitute a breach of this Lease by Lessee and shall, at the election of Lessor, but not otherwise, and without notice or entry or other action of Lessor terminate this Lease and also all rights of Lessee hereunder and in and to the Demised Premises and also the rights of any and all persons claiming under Lessee.

**20. Parties Bound.** Subject to the provisions hereunder, this Lease shall be binding on and shall inure to the benefit of and shall apply to the respective successors and assigns of Lessor and Lessee, and all references in this Lease to "Lessor" or "Lessee" shall be deemed to refer to and include successors and assigns of Lessor or Lessee without specific mention of such successors or assigns.

**21. Effect of Eminent Domain.** If the portion of land taken under the power of eminent domain by any person or by any public or quasi-public authority renders the remainder of the Demised Premises unsuitable for the uses or use for which the land was leased, Lessee shall have the option to surrender this Lease and be discharged and relieved from any further liability on giving to Lessor written notice of such election within twenty (20) days after such appropriation or taking. In such event Lessee shall be released from any further liability under this Lease as of the date of such appropriation or taking, and rent, taxes, and assessments shall be prorated as of such date.

If this Lease shall not be terminated, as provided above, but shall continue as to that portion of the Demised Premises which shall not have been appropriated or taken, then in that event Lessors agrees that effective as of the date of such appropriation or taking, the rent shall be reduced in the ratio that the land area taken which is included within the Demised Premises before such appropriation or taking.

22. **Holdover by Lessee.** Should Lessee remain in possession of the Demised Premises with the consent of Lessor after the natural expiration of this Lease, a new tenancy from month to month shall be created between Lessor and Lessee which shall be subject to all the terms and conditions hereof but shall be terminable on thirty (30) days' written notice served by either Lessor or Lessee on the other party, or shall automatically terminate upon the entering into of a new lease by Lessor and Lessee. In the event of a holdover, the monthly rent shall be one-twelfth of the last annual rent paid.

23. **Insurance.**

a. **Insurance Coverage of Premises.** Lessee shall, at all times during the term of this Lease and at Lessee's sole expense, keep all improvements which are now or hereafter a part of the premises insured against loss or damage by fire and the extended coverage hazards for at least one hundred percent (100%) of the full replacement value of such improvements, with loss payable to Lessor and Lessee as their interest may appear. Any loss adjustment shall require the written consent of both Lessor and Lessee. Full replacement value of improvements shall mean the actual replacement cost thereof less exclusions provided in the normal fire insurance policy. The deficiency in any failure of Lessee to insure for full replacement value shall be borne solely by Lessee.

b. **Personal Injury Liability Insurance.** Lessee shall maintain in effect throughout the term of this lease personal injury liability insurance covering the premises and its appurtenances in the amount of at least One Hundred Thousand Dollars (\$100,000.00) for injury to or death of any one person, and at least Fifty Thousand Dollars (\$50,000.00) for any one accident or occurrence, and at least Fifty Thousand Dollars (\$50,000.00) for property damage. Such insurance shall specifically insure Lessee against all liability assumed by it hereunder, as well as liability imposed by law, and shall insure both Lessor and Lessee but shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for Lessor and Lessee.

c. **Lessee to Make Prompt Payments.** All of the policies of insurance referred to in this section shall be written in form satisfactory to Lessor and by insurance companies satisfactory to Lessor. Lessee shall pay all of the premiums therefore and deliver such policies, or certificates thereof, to Lessor, and in the event of failure to pay or deliver, shall be in default of this Lease carrying the same consequence as failure to pay any installment of rental. Lessor shall not be obligated to pay any obligations of Lessee hereunder.

24. **Default.** If Lessee shall fail or neglect to observe, keep, or perform any of the covenants, terms, or conditions herein contained on its part to be observed, kept, or performed, and such default shall continue for a period of thirty (30) days after written notice from Lessor setting forth the nature of Lessee's default, then and in any such event, Lessor shall have the right at its option, on written notice to Lessee, forthwith to terminate this Lease without prejudice to any other remedy or right of action for arrears or rent or for any proceeding or other breach of contract. All rights of Lessee hereunder shall thereupon cease, and Lessor without further notice to Lessee shall have the right immediately to enter the Demised Premises and take possession thereof with or without process of law and to remove all personal property from the premises and all persons occupying the premises and to use all necessary force therefore and in all respects to take the actual, full and exclusive possession of the premises and every part thereof as of Lessor's original estate, without incurring any liability to Lessee or to any persons occupying or using the premises for any damage caused or sustained by reason of such entry on the premises or such removal of such persons or property there from.

25. **Ownership of Improvements on Termination of Lease.** On termination of this Lease for any cause, any buildings, improvements or alterations built, constructed, or placed on the Demised Premises by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the Demised Premises at the expiration or sooner termination of this Lease. Any lien, claim or security interest on any improvements or on Lessee's leasehold interest in the Demised Premises shall remain the obligation of Lessee.

26. **Lessee's Option to Terminate Lease.** Lessee shall have the right to terminate this Lease by giving written notice to Lessor at least thirty (30) days prior to the effective date of termination. However, this option may in no event be exercised during the construction of the improvements contemplated by Section 8.a, or during the existence of any outstanding lien or encumbrance on Lessee's leasehold interest in this Lease.

27. **Abandonment.** Lessee shall not vacate or abandon the premises at any time during the term of the Lease. If Lessee shall abandon, vacate or surrender the Demised Premises, or be dispossessed by process of law, or otherwise, Lessor may, at its option, enter the Demised Premises by any means without being liable for any prosecution therefore, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at its discretion, as agent for Lessee, relet the Demised Premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by Lessor by means of such reletting. Any personal

property belonging to Lessee and left on the premises shall be deemed to be abandoned, at the option of Lessor, and Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

28. **Lessor's Right of Entry.** Lessee shall permit Lessor and the agents and employees of Lessor to enter into and upon the Demised Premises at all reasonable times for the purpose of inspecting the same, or for the purpose of posting any notice of non-responsibility in accordance with the terms of this Lease, without any rebate of rent and without any liability to Lessee for any loss of occupation or quiet enjoyment of the premises thereby occasioned. Further, Lessor and any agents or representatives of the government of Guam reserve the right to enter the Demised Premises for the purpose of performing any public or official duties and for maintaining or adding public utilities.

29. **Caveat re Possibility of Reversion to United States.** The real property which is the subject of this Lease may be subject to a possible reversion to the United States of America because of a possible failure of the government of Guam to comply with the conditions of the grant from the federal government. This notice is given pursuant to P.L. 22-18, Section 8.

30. **Surrender of Possession.** Lessee shall, on the last day of the term, or on earlier termination and forfeiture of the Lease, peaceably and quietly surrender and deliver the Demised Premises to Lessor free of subtenancies, including all buildings, additions, and improvements constructed or placed thereon by Lessee, except moveable trade fixtures, all in good condition and repair. Any trade fixtures or personal property belonging to Lessee, if not removed at the termination or default, and if Lessor shall so elect, shall be deemed abandoned and become the property of Lessor without any payment or offset therefore. Lessor may remove such fixtures or property from the Demised Premises and store them or destroy them, at Lessor's option, and at Lessee's expense. Lessee shall repair and restore all damage to the Demised Premises caused by removal of equipment, trade fixtures, and personal property.

31. **Notices.** Wherever in this Lease it shall be required or permitted that notice be given by either party to this Lease to the other, such notice must be in writing and must be given personally or forwarded by certified mail addressed as follows:

TO LESSOR:            Director, Terezo R. Mortera  
                             Department of Land Management  
                             P.O. Box 2950  
                             Hagatna, Guam 96910  
                             Tel. No. 649-5263; ext: 600

TO LESSEE:           President, ANITA NGIRAIN GAS  
                          PELELIU Club of Guam  
                          P.O. Box 25744  
                          Barrigada, Guam 96921  
                          Tel. No. 632-6108 / 789-1200 / 734-1567

Such addresses may be changed from time to time by notice given hereunder.

32.    **Waiver.** Acceptance of rent by Lessor shall not be deemed a waiver of any breach by Lessee of any term, covenant or condition of this Lease, nor of Lessor's right to declare and enforce a forfeiture for any such breach by Lessee. The failure of Lessor to insist upon strict performance of any such term, covenant or condition shall not be construed as a waiver or relinquishment of any term, covenant, condition or option. Notwithstanding any provision contained in this Lease to the contrary, Lessor may in writing allow additional time beyond the time or times specified herein to Lessee in which to comply, observe and perform any of the conditions and covenants herein contained, so long as Lessee shows good cause in writing.

33.    **Submittal of Financial Statements.** Lessee shall annually at the same time the annual rent is paid submit to Lessor its financial statements with proof of insurance.

34.    **Costs of Litigation.** In the event Lessor shall without any fault on its part be made a party to any litigation commenced by or against Lessee, all costs and expenses incurred by Lessor shall be paid by Lessee.

35.    **Lessor's Lien.** Lessor shall have a lien on all improvements placed on the premises by Lessee, on all property kept or used on the premises, whether the same are exempt from execution or not, for all such costs, attorney's fees, rents reserved, taxes and assessments paid by Lessor on behalf of Lessee, and for the payment of all money as provided in this Lease to be paid by Lessee, and such lien shall continue until the amounts due are paid.

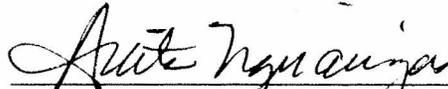
36.    **Effective Date.** This Lease must first be approved by the Attorney General and the Governor, and is not considered effective until the legislature concurs to it by statute.

**IN WITNESS WHEREOF**, the parties hereto have executed this Lease as of the day and year first above written.

**LESSOR:**

  
TEREZO R. MORTERA, Director  
Department of Land Management

**LESSEE:**

  
ANITA NGIRAINGAS, President  
Peleliu Club of Guam

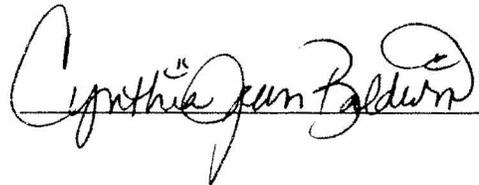
**ACKNOWLEDGMENTS**

CITY OF HAGATNA        )  
                                  ) ss.:  
                                  )

On this 22<sup>nd</sup> day of August, 2008, before me, a Notary Public in and for the Territory of Guam, personally appeared TEREZO R. MORTERA, the Director of the Department of Land Management, Government of Guam, known to me to be the person whose name is subscribed to the within Lease, and he acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto affixed my name and official seal on the day and year first above written in Hagatna, Guam.

**CY THIA JEAN BALDWIN**  
**NOTARY PUBLIC**  
In and for Guam, U.S.A.  
Commission Expires: **June 02, 2012**  
Suite 201, Orlean Pacific Plaza  
865 South Marine Corps Drive  
Tamuning, Guam 96913







**ACKNOWLEDGMENTS**

MANGILAD )  
CITY OF HAGATNA ) ss.:  
)

On this 12 day of August, 2008, before me, a Notary Public in and for the Territory of Guam, personally appeared **ANITA NGIRAINGAS, PCOG President**, known to me to be the person whose name is subscribed to the within Lease, and he acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto affixed my name and official seal on the day and year first above written in Hagatna, Guam.



**JERRIANN C. S. CRUZ**  
**NOTARY PUBLIC**  
In and For Guam  
My Commission Expires: May 21, 2012  
P.O. Box 8137 Merizo, Guam, 96916

APPROVED AS TO LEGALITY  
AND FORM:

Alicia G. Limtiaco  
ALICIA G. LIMTIACO  
Attorney General of Guam

Date: 9/10/08

CONCURRED:

\_\_\_\_\_  
GUAM LEGISLATURE

Date: \_\_\_\_\_

GOVERNMENT OF GUAM:

\_\_\_\_\_  
FELIX P. CAMACHO  
Governor of Guam

Date: \_\_\_\_\_

ATTESTED:

\_\_\_\_\_  
MICHAEL W. CRUZ, M.D.  
Lieutenant Governor of Guam

Date: \_\_\_\_\_

RECEIVED  
JAN 22, 2008  
ATTORNEY GENERAL  
252

# **RKL Services**

183 Palomares St.  
Mangilao, Guam 96929  
Tel.: (671) 734-6563  
Cel: (671) 688-6154

February 8, 2008

Ms. Nina Callaghan  
Peleliu Club of Guam  
P.O. Box AC  
Hagatna, Guam 96910

Dear Ms. Callaghan,

Submitting herewith is the final design of your proposed clubhouse located in Lot No. 9 Block 2 Tact 1143 Dededo, Guam. This plan is complete in accordance with the Department of Public Works Building Permit Section requirement.

The Contractor or your association should be able to obtain the Building Permit based on the submitted construction plan and drawings. If your need assistance in obtaining the building permits for your proposed clubhouse please do not hesitate to call me at 688-6154.

Sincerely yours,

  
Romeo H. Merjilla  
RKL Services, Inc.

PROJECT:		PROPOSED PELELIU CLUBHOUSE			
LOCATION:		LOT NO. 9 BLOCK 2 TRACT 1143 DEDEDO, GUAM			
SUBJECT:		CONSTRUCTION COST ESTIMATE			
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
1	ENGINEERING DESIGN	1	SET	\$ 1,500.00	\$ 1,500.00
2	BUILDING PERMIT	1	SET	\$ 800.00	\$ 800.00
3	SITE PREPARATION	1	LS	\$ 2,500.00	\$ 2,500.00
4	FOUNDATION	1	LS		
a	EXCAVATION	50	CY	\$ 25.00	\$ 1,250.00
b	CONCRETE	24	CY	\$ 150.00	\$ 3,600.00
c	REINFORCEMENT	2500	LBS	\$ 1.25	\$ 3,125.00
d	SOIL TERMITE TREATMENT	640	SF	\$ 0.55	\$ 352.00
5	CONCRETE SLAB ON GRADE				
a	BASE COURSE/COMPACTION	25	CY	\$ 40.00	\$ 1,000.00
b	SOIL TERMITE TREATMENT	1800	SF	\$ 0.65	\$ 1,170.00
c	VAPOR BARRIER/WIREMESH	1800	SF	\$ 1.25	\$ 2,250.00
d	CONCRETE	28	CY	\$ 175.00	\$ 4,900.00
6	CMU WALL	1270	SF		
a	8"X16" CMU	1430	EA	\$ 4.00	\$ 5,720.00
b	CEMENT	90	BAGS	\$ 9.00	\$ 810.00
c	SAND	15	CY	\$ 75.00	\$ 1,125.00
d	PLASTER	2540	SF	\$ 1.50	\$ 3,810.00
7	CONCRETE COLUMNS				
a	FORMWORKS	600	SF	\$ 4.00	\$ 2,400.00
b	CONCRETE	7	CY	\$ 300.00	\$ 2,100.00
c	REINFORCEMENT	1500	LBS	\$ 1.75	\$ 2,625.00
8	ROOF & FRAMING	2300	SF		\$ -
a	TREATED LUMBER	1	LS	\$ 10,800.00	\$ 10,800.00
b	ROOFING PANEL	2300	SF	\$ 2.50	\$ 5,750.00
c	FASTENER & SCREWS	1	LS	\$ 2,500.00	\$ 2,500.00
d	CAULKING & SEALANT	1	LS	\$ 600.00	\$ 600.00
9	ELECTRICAL	1	LS	\$ 5,000.00	\$ 5,000.00
10	PLUMBING	1	LS	\$ 6,500.00	\$ 6,500.00
11	SEPTIC TANK/LEACHING FIELD	1	LS	\$ 5,000.00	\$ 5,000.00
<b>TOTAL DIRECT COST</b>					<b>\$ 77,187.00</b>
<b>OVERHEAD AND PROFIT 10% TDC</b>					<b>\$ 7,718.70</b>
<b>GRT 4%</b>					<b>\$ 3,396.23</b>
<b>GRAND TOTAL OF CONSTRUCTION COST</b>					<b>\$ 88,301.93</b>

**JT & LI Corporation**  
General Contractor  
Suite 106, 288 DHSP Plaza  
Route 8, Barrigada, Guam 96913

February 21, 2007

Dominina K. Callaghan  
Administrator  
Cultural Center/Abai  
Peleliu Club of Guam  
P.O. Box 5317  
Hagatna, Guam 96932

Dear Ms. Callaghan:

Thank you for your consideration of my company in for the building of the Peleliu Club of Guam's cultural center/abai in Dededo. As you know, my company JT & LI Corporation, is a registered contractor on Guam under license number #CLB0407-0037. I have attached a copy of my contractor's license for your reference.

Upon review of your architectural blueprint for the abai, I am very confident that I can build the structure to your club's specifications as detailed in the plan. I offer my services as a prospective contractor and will be submitting a detailed cost estimate for the construction bidding process. I hope that you will find the price competitive and to the acceptance of the cultural center. I look forward to working closely with the Peleliu Club of Guam to build a cultural center that will reflect the pride and hard work of the people of Peleliu who have made Guam their home. Thank you for your consideration.

Sincerely,



Xiao Li Zhang (John)  
General Manager

# CONTRACTOR'S LICENSE

Felix P. Camacho  
Governor of Guam

Michael W. Cruz  
Lt. Governor of Guam

Pursuant to the provisions of Chapter VII Title XI of the Government Code of Guam and the Rules and Regulations of the Contractors License Board, the Registrar of Contractors hereby issues this license to:

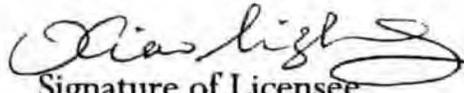
**JT & EL Corporation**

engage in the business or act in the capacity of a contractor in the following classification:

This license is the property of the Registrar of Contractors, not transferable, and shall be returned to the Registrar upon demand when suspended, revoked or invalidated for any reason, and if not renewed on or before June 30 of each year.

  
Signature of RME  
RME # N/A

Expires: June 30, 2008

  
Signature of Licensee  
License# CLB06-0020

GRT # 200600571 Certificate # CLB0407-0037

Date Issued MAY 31 2007

  
Thomas A. Morrison, Registrar

  
Richard Quiambao, Chairman

# PROPOSED PELELIU CLUB HOUSE

LOCATION:

LOT NO. 9 BLOCK 3 TRACT 1143 DEDEDO, GUAM

ANTONIO C. HERBERA, P.E.  
305 HARMON LOOP ROAD SUITE 200  
DEDEDO, GUAM 96929  
TEL: (671) 433-8881 FAX: (671) 433-7162



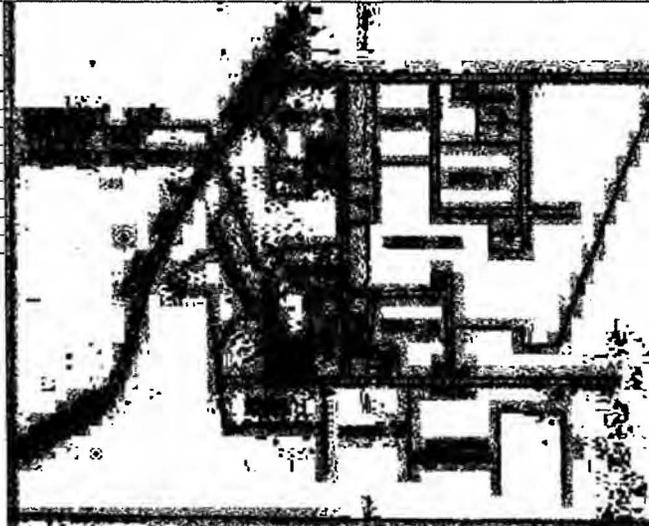
EXP. DATE: 12/31/2018  
THIS WORK WAS PREPARED BY ME OR ONE UNDER MY DIRECT SUPERVISION.

## LOCATION MAP



## INDEX OF DRAWINGS

SHEET NUMBER	MARKS	DESCRIPTIONS
T-1	1 OF 7	PROJECT TITLE, LOCATION MAP, VICINITY MAP
C-1	2 OF 7	SITE PLAN, SEPTIC TANK, LEACHING FIELD DETAILS
A-1	3 OF 7	FLOOR PLAN, ELEVATIONS, ROOF PLAN
A-2	4 OF 7	DOOR & WINDOW SCHEDULE, DETAILS
S-1	5 OF 7	STRUCTURAL NOTES, STRUCTURAL DETAILS, FOUNDATION PLAN, ROOF FRAMING PLAN
P-1	6 OF 7	PLUMBING PLAN, PLUMBING ISOMETRIC
E-1	7 OF 7	LIGHTING & POWER PLAN, ONE LINE DIAGRAM, ELECTRICAL SYMBOL LISTS, MOUNTING HEIGHT DETAILS



PROJECT TITLE: PROPOSED PELELIU CLUB HOUSE  
LOCATION: LOT NO. 9 BLOCK 2 TRACT 1143 DEDEDO, GUAM  
OWNER: PELELIU CLUB OF GUAM

CONTRACTOR:  
SHEET CONTENTS:  
PROJECT TITLE  
LOCATION MAP  
VICINITY MAP, SITE PLAN

REVISION:

DESIGNED BY:  
DRAWN BY:  
CHECKED BY:

SHEET NUMBER:

T-1

SHEET 1 OF 7

ANTONIO C. DEBORA, P.E.  
 500 HARRISON LOOP SUITE 500  
 SAN JUAN, P.R. 00906  
 TEL: (787) 487-1400 FAX: (787) 487-1401



PE REGISTERED IN THE STATE OF PUERTO RICO  
 LICENSE NO. 10000

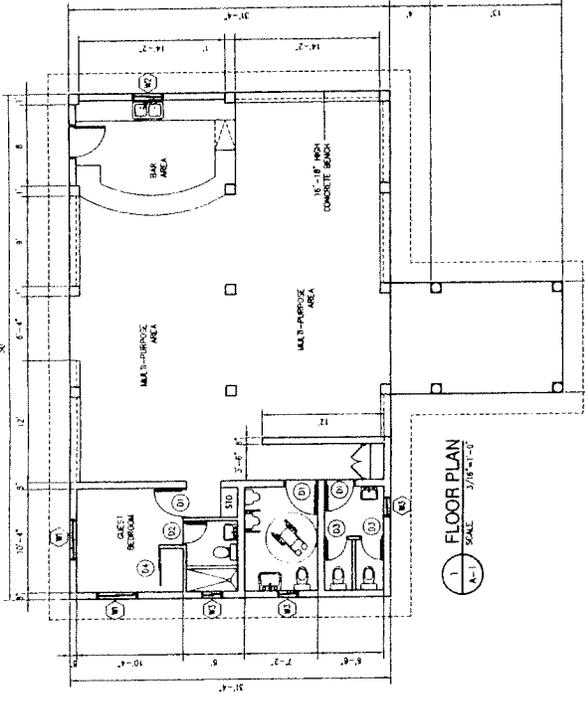
PROJECT TITLE  
 PROPOSED PELELU CLUB HOUSE

LOCATION  
 LOT NO. 9 BLOCK 2 TRACT 1143  
 DEVEDO, GUAM

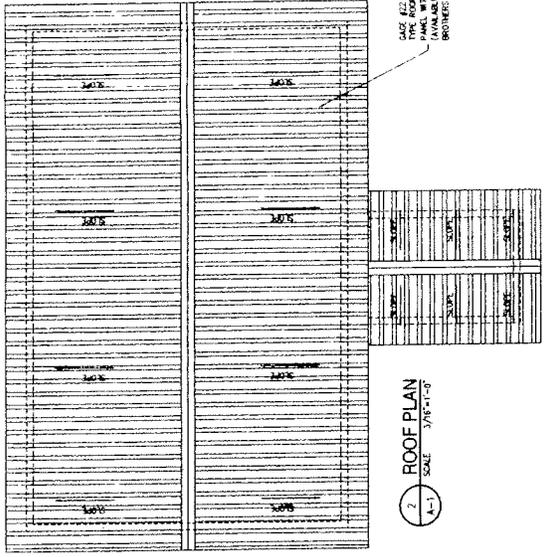
OWNER  
 PELELU CLUB OF GUAM

CONTRACTOR	
DESIGNED BY	
DRAWN BY	
CHECKED BY	
SHEET NUMBER	A-1

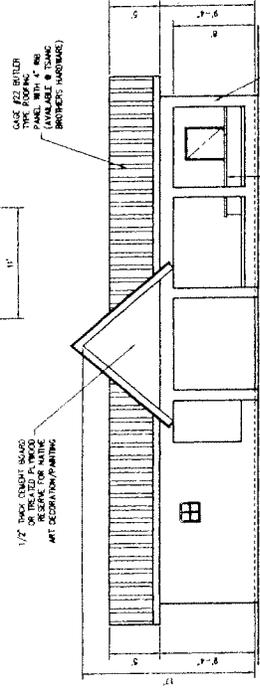
FLOOR PLAN  
 FRONT, REAR, RIGHT & LEFT SIDE  
 ELEVATION, FINISH SCHEDULE



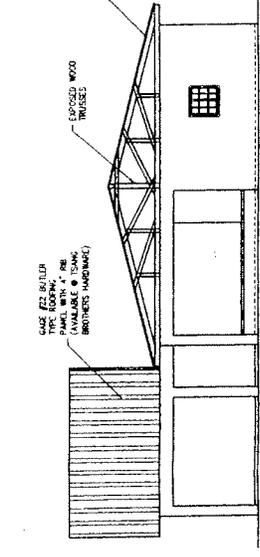
1 FLOOR PLAN  
 SCALE 3/16\"/>



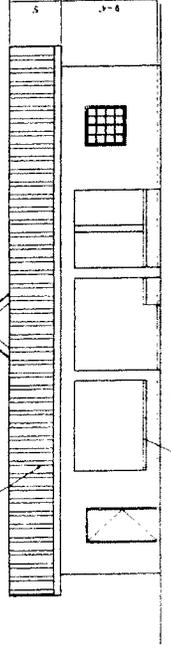
2 ROOF PLAN  
 SCALE 3/16\"/>



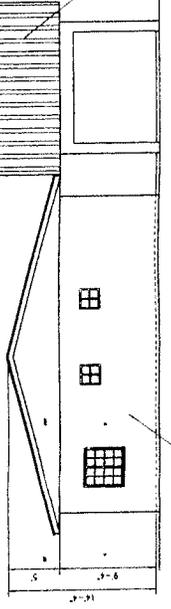
3 FRONT ELEVATION  
 SCALE 3/16\"/>



5 RIGHT SIDE ELEVATION  
 SCALE 3/16\"/>



4 REAR ELEVATION  
 SCALE 3/16\"/>



6 LEFT SIDE ELEVATION  
 SCALE 3/16\"/>

PELELIU CLUB OF GUAM (PCOG)  
NGARA BELOD OF GUAM  
CULTURAL CENTER LAND LEASE APPLICATION

**RULES AND REQUIREMENT FOR THE LAND USE**  
AUGUST 29, 03 SPECIAL MEETING AT MACDONALD, HARMON  
**PREPARED BY KILAD CALLAGHAN**

**STEPS TO TAKE FOR THE LAND APPLICATION**

**A CHAPTER 1---GENERAL INFORMATION AND PURPOSE**

1. IN PURSUANT TO GUAM PUBLIC LAW 22-18, THE DEPARTMENT OF LAND MANAGEMENT RESERVED TWENTY ACRES EACH FROM DEDEDO LOT (10120-R16 AND AGAT LOT (480) WAS CREATED FOR PURPOSE OF ESTABLISHING A "CULTURAL CENTER".
2. THE REAL PURPOSE OR INTENTION OF THIS LAW WAS CREATED WHEN MANY EXISTING CLUB HOUSES ON HARMON CLIFFLINE WERE RELOCATED OUT OF THE AREA. THE PURPOSE WAS TO CREATE A LAND WHERE ELIGIBLE ORGANIZATIONS WHICH ARE NON PROFIT MAY LEASE THE LAND TO BUILD A CULTURAL FACILITY FOR USE BY THESE ORGANIZATIONS. THE INTENT WAS FOR PEOPLE TO HAVE A COMMON PLACE TO DEVELOP AN UNDERSTANDING AMONG THE MANY DIVERSE CULTURES ON GUAM. SO THE NAME "CULTURAL CENTER" WAS CREATED FOR PEOPLE FROM MANY CULTURES TO CO-EXIST WELL ON GUAM.

**B. CHAPTER 2 APPLICATION TO LEASE THE LAND**

- 1 FORMS AND RULES TO APPLY ARE AT THE LAND MANAGEMENT.
2. APPLICATION FEE IS \$100.00
3. ALL AREAS OF THE FORM MUST BE COMPLETED OR IT CAN BE REJECTED OR DENIED.
4. MUST HAVE AN APPROVED AGENT TO ACT AND TO BE THE VOICE FOR THE CLUB FOR THE APPLICATION AND LEASE PROCESS.

**C. CHAPTER 3 CRITERIA FOR ELIGIBILITY TO APPLY**

1. MUST BE AN ESTABLISHED NON PROFIT ORGANIZATION ON GUAM WITH THE REV/TAX
2. MUST HAVE AN OFFICIAL CONSTITUTION AND BY-LAWS FILED AT REV/TAX

3. MUST HAVE A TAX EXEMPT STATUS CERTIFICATE WITH REV/TAX
4. WRITE A CULTURALLY-RELATED SUMMARY OF CULTURALLY-RELATED ACTIVITIES TO TAKE PLACE IN THE BUILDING.
5. WRITE A HISTORICAL BACKGROUND ABOUT THE ORGANIZATION, ITS HISTORY, SIGNIFICANT ACCOMPLISHMENTS, CHIEF ACTIVITIES, ETC.
6. MEMBERSHIP AGREEMENT TO SUPPORT THE LAND USE
7. MUST HAVE A CONTACT PERSON AND ADDRESS FOR COMMUNICATION
8. INTENT TO CONSTRUCT---LETTER WHICH STATES INTENT TO BUILD
9. FINANCIAL RESPONSIBILITY-----MUST HAVE MEANS OR ABILITY TO FINANCE THE CONSTRUCTION. SUBMIT LAST TWO YEARS FINANCIAL REPORTS.

**D. CHAPTER 4 DETERMINATION OF ELIGIBILITY TO LEASE**

1. ONCE APPLICATION IS SUBMITTED WITH ALL THE REQUIRED DOCUMENTS, THE LAND MANAGEMENT WILL DETERMINE UPON REVIEW THESE DOCUMENTS IF WE ARE ELIGIBLE.
2. A LETTER OF APPROVAL OR DISAPPROVAL WILL BE PROVIDED BY LAND MANAGEMENT TO US WITH APPOINTMENT TO RESERVE THE LOT IF WE ARE APPROVED.
3. AN APPOINTMENT TIME MUST NOT BE MISSED TO GO AND RESERVE THE LOT.

**E. CHAPTER 5 SELECTION AND RESERVATION AGREEMENT**

1. UPON THE DESIGNATED APPOINTMENT TIME WITH THE LAND MANAGEMENT, WE CAN MEET AT THE AREA TO RESERVE OUR LOT.
2. THE SIZE OF THE LOT IS 20,000 SQUARE FEET OR HALF AN ACRE.
3. HOWEVER, THE LOT MAY INCREASE DEPENDING ON SIZE OF MEMBERSHIP, HOW OFTEN THE ABAI IS USED, OR TYPE OF ACTIVITIES OR CULTURAL ACTIVITIES BEING DONE, A PLAN CAN BE PROPOSED TO JUSTIFY EXPANSION OF OUR LOT.
4. THE AGREEMENT TO RESERVE WILL LAST ONE YEAR ONLY. IF NO CONSTRUCTION THE LEASE IS TERMINATED AUTOMATICALLY.
5. LICENCE TO CLEAR—AN AGREEMENT TO RESERVE IS A PASSAGE TO GO AHEAD AND START CLEARING THE LAND BUT NOT TO CONSTRUCT THE ABAI.

**F. CHAPTER 6 REQUIREMENTS OF ENTERING INTO LEASE  
THE FOLLOWING ARE STEPS TO TAKE:**

1. SUBMIT A SKETCH PLAN, NOT NECESSARILY AN ARCHITECT BLUE PRINT BUT ENOUGH TO SEE IDEAS FOR THE ABAI.

2. STATEMENT OF CONSTRUCTION AND FUNDING COST —SUBMIT A SUPPORTING STATEMENT CONCERNING HOW WE ARE TO AFFORD PAYMENT FOR BUILDING COST. NAME OF CONTRACTOR AND LICENCE NUMBER. AND THE FINANCIAL SOURCE OF FUNDING FOR THE BUILDING.
3. NOTICE OF DETERMINATION----THE LAND MANAGEMENT WILL INFORM THE CLUB BY A LETTER IF WE MET THE DETERMINATION REQUIREMENT TO BUILD.
4. LEASE PREPARATION-----A LEASE AGREEMENT IS MADE ONCE WE HAVE RECEIVED THE APPROVAL FOR BUILDING.
5. THE LEASE AGREEMENT MUST BE SIGNED WITHIN 6-MONTHS FROM THE DATE OF NOTICE OR THE LEASE WILL BE CANCELLED.

**G. CHAPTER 7 MISCELLANEOUS PROVISIONS**

1. ALL NOTICES TO US FROM THE DEPARTMENT WILL GO TO THE SELECTED AGENT OR REPRESENTATIVE.
2. CHANGE OF ADDRESS SHOULD BE GIVEN TO THE DEPARTMENT SO COMMUNICATION IS NOT INTERRUPTED.
3. IF APPLICATION IS NOT MET ADEQUATELY, WE CAN IMPROVE THE CONDITIONS REQUIRED AND REAPPLY.

**H. LEASE TERMS**

1. THE TERM OF LEASE IS FOR 25-YEARS AND ADDITIONAL 25-YEARS RENEWAL.
2. THE RENTAL RATE IS \$100.00/YEAR FOR THE FIRST 25-YEARS AND AFTER THE FIRST 25-YEARS THE RATE WILL BE \$300.00/EACH YEAR THEREAFTER. THIS IS IF WE ARE TAX-EXEMPTED.
3. IF WE ARE NOT TAX EXEMPTED WE WILL PAY THE FAIR MARKET VALUE OF THE PROPERTY.
4. APPLICANT WILL ARRANGE FOR UTILITY HOOKUP WITHIN A YEAR OF EFFECTIVE DATE OF THE LEASE AND CONSTRUCTION.
5. CONSTRUCTION AND DEVELOPMENT WILL TAKE ONLY 3-YEARS OF THE EFFECTIVE DATE OF THE LEASE
6. NO GAMBLING IS ALLOWED IN THE FACILITY
7. APPROVAL OF THE LEASE TO GO TO ATTORNEY GENERAL, THE GOVERNOR'S OFFICE AND THE CONCURRENCE BY LEGISLATURE.

**Peleliu Club of Guam (PCOG)**  
**P.O. Box 25744**  
**Barrigada, Guam 96921**

**FINANCIAL ACTION PLAN**  
**FOR THE CONSTRUCTION OF A CULTURAL CENTER**  
**(COMMUNITY MEETING HOUSE/ABAI)**

**I. PURPOSE STATEMENT:**

The purpose of this Financial Action Plan is to guide the development of a realistic and achievable financial plan to fund the construction of a cultural center for the Peleliu Club of Guam. This Financial Action Plan will also provide direction to and fiscal management guidance for the PCOG by clarifying the financial responsibility of the club in the construction process. Included in the fiscal guidance will also be a plan to finance the long-term maintenance cost of the actual center. This plan is based on the assumption that the PCOG will be granted a long-term lease from the Department of Land Management (DLM) for the stated purpose of building a cultural center.

**II. OBJECTIVES:**

The following objectives are to ensure the PCOG has a focused policy to manage the affairs of the Club. The construction and maintenance of the cultural center will be made more manageable with guideline that can be expanded as needed to account for new developments and circumstances. In order for the PCOG to ensure the financial plan is maintained the following objectives must be met:

1. This second application to the DLM is to begin the process in obtaining a long-term lease agreement to secure Lot 9, Block 3, Tract #1143, Municipality of Dededo for the purpose of building a cultural center. The first lease which was issued May 6, 2007 was only an interim one-year lease to expire May 6, 2008.
2. Acquire a conceptual building plan/blueprint for the cultural center and ensure the that the blueprint has meets the building codes requirements of the Department of Public Works (DPW) and clears all other governmental agencies required for issuance of a building permit.
3. Establish a PCOG Financial Fundraising Committee to further develop fundraising activities and earmarking the funds specifically for the construction and maintenance cost of the cultural center.
4. Before embarking on an aggressive cultural center fundraising effort, to first clear up all existing outstanding issues with the financial records of the club. This needs to be undertaken with an established licensed accountant for the audit and financial tax reporting requirements and to ensure the Club is transparent in all its accounting of funds from fundraising and public contributions and to ensure full compliance of future tax responsibilities.
5. The Officers, the Board, the Abai Building Committee, and the Financial Fundraising Committee of the PCOG will maintain the financial plan according to the established laws of the Club and the Territory of Guam and will only make positive changes to ensure the continuity of funds to sustain the cost of the building and its maintenance.
6. Determine the estimated building cost based on the approved blueprint and then solicit for construction bids from a minimum of 3 contractors to determine the actual construction cost, insurance and construction bond cost. Traditional Palauan artistic

- storyboard designs and culturally significant graphics and icons for both interior and exterior design will be incorporated as a part of the plan.
7. Select the contractor who has ability to post the required bond, has a good track record and offers the most reasonable bid cost for construction.
  8. Solicit community support through letters, public relations activities and advertisement for building the Cultural Center.
  9. Solicit corporate contributions as sanctioned by the PCOG and the club accountant.
  10. Provide official PCOG endorsement to publicly announce to citizens of Peleliu in Palau, Guam and throughout the world for the traditional customary obligation of clan/family/group members to donate contributions to defray construction cost of public meeting houses "Abai", known as "Ocheraol". Establish database with names and addresses of people from Peleliu for the "ocheraol" effort.
  11. Initiate fundraising partnership with local promotional businesses in developing and marketing plans to sponsor concerts featuring live band music with ticket sales and food and beverage concessions to raise more funds.
  12. Research available government and non-government institutions to tap available grant-in-aid support for nonprofit organizations building funds.
  13. Determine banking institution amenable to long-term partial loan with an additional backup plan if necessary to meet the construction cost all with the recommendation from an accountant and approval from the Club members
  14. Establish a one-year construction period to commence upon the issuance of the lease.
  15. Identify support resource base of individuals or groups of professionals in financing, construction, architecture and engineering, interior designing, and artists, with whom the PCOG can network with to meet project needs.
  16. Develop a concrete financial plan once lease is issued to PCOG.

### **III. BENCH MARKS TO MEET DEADLINE.**

The evaluation of the project progress will be based on the objectives.

1. Focus of the project will be made clear once the Lease Agreement is approved.
2. The construction financing will be developed in detail pending the long-term lease and needed construction data.
3. The planned activities for fundraising and other fund generating plans will be expounded and illustrated at a later date.
4. Progress for construction financing will become clearer as more data is made known for further plans.
5. The goal is to ensure the Lease Agreement is good for a long-term prior to initiating building permit for construction.
6. In addition, the building contractor will be selected based on the criteria for a reasonable bidding cost, reputation and ability to post building bond.
7. Part of the plan for the building with sheet metal roofing will include provisions to ensure insurability for natural or man-made disasters. Full determination of insurance coverage will be made at a later date.

**PELELIU CLUB OF GUAM (PCOG)  
NGARA BELOD OF GUAM  
CULTURAL CENTER LAND APPLICATION**

**LETTER OF AGREEMENT AND CLUB MEMBERS SIGNATURES  
AUGUST 29, 03**

We the undersigned members of the Club have willingly without pressure signed this agreement. Our signatures show our support for the application process, lease agreement, development and construction of Abai as a Club house for use by its members or designated others.

We are fully in agreement in allowing the Club officers and in particularly Dominina Kilad Callaghan, the Club Secretary to act as the Club's agent and spokesperson to oversee communication and application process between the Club and the Land Management. In the event that she can no longer fulfill this obligation, the Officers shall choose another person to act as our agent to ensure continuity of work is not disrupted in lieu of the land application process.

We are in full agreement and support in fulfilling all the requirement of the law such as the rules and regulation required by Land Management regarding the application, lease agreement for construction and development of Abai as well as maintaining the property as required in the law. Please see attachment for the Club members Signatures and addresses.

It is also agreed that the chosen agent while working on behalf of the Officers and the Club shall not be made liable for the work being done now or in the future to secure the land for building the Club's cultural facility.

PELELIU CLUB OF GUAM (PCOG)  
 NGARA BELOD OF GUAM  
 CULTURAL CENTER LAND APPLICATION

LETTER OF AGREEMENT AND CLUB MEMBERS SIGNATURES  
 AUGUST 29, 03

NAMES (PRINT)	SIGNATURES	ADDRESSES	PHONE
Elizabeth D. Mantanna		P.O. Box 21215 G.M.F. Gu <sup>Pertinence</sup> 96921	477-2063
Theofina M. Reksid	THEOFINA M REKSID	P.O. Box - 12971 Jambury 96931	432-8063
Christine Olkeriil		P.O. Box 20787, G.M.F., GU 96921	828-1430
MARCELLA JULIAN	marcella julian	P.O. BOX 25418 G.M.F. 96921	477-9513
Ignacia N. Nigraingas	Ignacia Nigraingas	P.O. Box 23852 G.M.F. 96921	637-1073
TAKET NIGRAINGAS		Box 9386 TAM 96931	637-2215
SABURD E. OLKERIIL		Box 8385 TAM 96931	646-5418
KAMSEN CHIN		Box 11636 Yigo Gu. 96929	653-1176
Anita R. Nigraingas	Anita R. Nigraingas	P.O. Box 6820 Fam Gu. 96931	632-2241 (H) 638-9070 (G)
1. EDWARD NGESKESUK		P.O. Box 2689, Hagatna, Gu 96932	637-3978
1. HANA M. NGESKESUK		P.O. Box 2689, Hagatna, Gu 96932	637-3978
2. PAULA S. CHIN	Paula S. Chin	Box 11636 Yigo Gu. 96929	653-1176
3. MAURA MOBEL	Maura Mobel	Box 778 Agaña Guam	632-8593
4. KIKUKO NIGRAINGAS	Kikuko Nigraingas		632-9448
5. YUMIKO ANSEC	Yumiko Ansec	P.O. Box <del>344</del> 44413 Agaña	477-3258
6. NARUO SISIOR		PO Box 2697 AGAÑA.	632-5482
7. DAIZI NOBUO		PO Box 21072 G.M.F.	692/42/88
8. HUBERT R. NIGRAINGAS		PMB 895 111 CHLN Beluko Padeod <sup>96929</sup>	637-4236/689-7678
9. MARGO M. NIGRAINGAS	Margo M. Nigraingas	"	"
0. MR. MRS. T. SMAN		199 Wustig. Rd Nedebod	653-2218
1. KIRK R. WONG		P.O. Box 7494 TRUCUNING	699-8081

22. Dalia del Rosario	Dalia del Rosario	P.O. Box 2209, Orana	734-3226
23. Rae Aiko Skey De Soto	<del>Rae Aiko Skey De Soto</del>	PO Box 4833 Hagafna 96932	653-3696
24. Joseph R. Secora	<del>Joseph R. Secora</del>	BOX 26528 GMF BAR. GU. 96923	637-1293
25. Maria L Reynolds	Maria Reynolds	Box 24194 GMF BAR. G. 96921	734-1169
26. Dominina Kilad Calleg	Dominina Kilad Calleg	409 <sup>Masila</sup> Station P.O. Box 5105 96923	789-1200 789-5947 / Phone /
27. GRANT. Kloulubak	Grant Kloulubak	P.O. BOX 25684 GMF	734-8485
28. FRANCIS IKERTANG	Francis Ikertang	P.O. BOX 6820 TAMUNING	632-2261
29. CLIVE R. ANDREA	<del>Clive R. Andrea</del>	Box 5386 UOG ST. MANUA	734-5772
30. Melinda C SINZI	<del>Melinda C Sinzi</del>	201 NIKA LN DEDEDO	637-3171
31. Tanya Sman	<del>Tanya Sman</del>	P.O. BOX 23953 GMF GU	653-2218
32. Carter Kahue	Carter Kahue	324 CLUBHOUSE DR. YONA, GU	789-6517
33. GARRY J. MOBEL	Garry J. Mobel	P.O. BOX 21789 BARTIGED	633-2518
34. Blaise Solang	Blaise Solang	P.O. BOX 21346 GMF GU 96921	652-8159
35. ELONG SOLANG	Elong Solang	P.O. BOX 21341 GMF GU 96921	632-8159
36. Maria Mobel	Maria Mobel	PO. BOX 212589, GMF 96921	633-2808
37. Jim Mes.	Jim Mes.	Box 26169 GMF 96921	734-0198 (H)
38. STEVEN, JOSE	<del>Steven, Jose</del>	PO BOX 21131 GMF	637-0093
39. NGERKUMEL	Ngerkumel	P.O. BOX 23773 G.M.F	632-0023
40. Sandy Sman	<del>Sandy Sman</del>	Prb 11366 Tam. Gu. 96931	649-8077
41. MARGO M. NGIRANAS	Margo M. Njira	PHB 895 111 CHACAN BALAPO MARTINHO DEDEDO GU. 96921	
42. LEONA ITO	Leona Ito	P.O. BOX 695, 1270 North Marie drive STE. 101 Tamuning 96913	686-0323
43. SMIRONG, ALVIZ	Smirong, Alviz	P.O. BOX 7441 TAM. GU.	649-8081
44. CARRIE KSAU	Carrie Ksau	PO BOX # 9265 TAM. GU	649-1848
45. APOLONIA SKILANG	Apolonia Skilang	P.O. BOX 312 AGANA, GU 96932	646-8970
46. SINGEKO OLKERIIL	Singeke M. Olkeriil	P.O. BOX 8385 TAMUNING 96911	646-5418
47. PATRICIA M. OLKERIIL	Patricia M. Olkeriil	P.O. BOX 8387 TAMUNING 96911	646-5418 (H) 687-2122 (C)

*Peleliu Club of Guam*



# The House of Delegates Seventh Olbiil Era Kelulau

(PALAU NATIONAL CONGRESS)  
P.O. BOX 8, KOROR  
REPUBLIC OF PALAU  
96939

Phone: (680) 767-2507/2506/2526/1291  
Fax: (680) 767-2787  
e-mail: oek-speaker@palaunet.com

## PRESIDING OFFICERS

**Antonio Bells**  
*Speaker*  
State of Ngaraard

**Noah Idechong**  
*Vice Speaker*  
State of Ngiwal

**Sabino Anastacio**  
*Floor Leader*  
State of Ngchesar

## MEMBERS

**Florencio Lamada**  
*State of Kyangal*

**Kerai Marlar**  
*State of Ngerohelong*

**Augustine Mesebelun**  
*State of Melekesok*

**Noah Secharrainul**  
*State of Airai*

**William Ngralkelau**  
*State of Ngeremlengui*

**Okaasa Techitong**  
*State of Ngipang*

**Kalistas Ngirturong**  
*State of Aimeilik*

**Lucio Ngralwet**  
*State of Ngardmau*

**Tortblong, Joel**  
*State of Koror*

**Jonathan "Clo" Isechal**  
*State of Peleliu*

**Mario S. Gilbert**  
*State of Angaur*

**Flavian Carlos**  
*State of Sonsorol*

**Thomas Patris**  
*State of Ifatokebei*

March 27, 2008

The Honorable Felix Camacho  
Governor, Guam  
P. O. Box 2950  
Hagatna, Guam 96932

Dear Governor Camacho:

This letter is to express my support for the Peleliu Club of Guam as they apply for permits to lease public land and build a cultural center in Guam. The Peleliu Club has a long history in Guam, having been established shortly after World War II. In the half century since then, the Peleliu Club, a not-for-profit organization, has promoted Palauan Culture and created a community for people from Palau who moved to your island to pursue opportunities. In doing so, the Peleliu Club has encouraged and facilitated friendship with the people of Guam, and has been active in the local community. This group is now applying to lease public land and build a new traditional community center. As the representative of the people of the State of Peleliu in the National Congress of Palau, I wanted to express my support for this organization and its mission.

Thank you very much.

Sincerely,

  
Jonathan Isechal, Delegate  
House of Delegates  
7<sup>th</sup> Olbiil Era Kelulau

1. MICHI F. WONG	Michi F. Wong	P.O. BOX 312 AGANA, GU 96932	646-8970
2. MOSES FRANCISCO	Moses Francisco	P.O. BOX 8385 TAMUNING 96911	646-5418
3. TONY SINZI	Tony Sinzi	201 NIKALAN ASUNBO GROVES	637-3171
4. G. SINGER	G. Singer	BOX 8557 TAM. GUAM	632-4672
5. RIDER SOLANS	Rider Solans	P.O. BOX 6604 TAMUNING	637-5368
6. TOPIEK SOLANS	Topek Solans	"	"
7. MARIANA ESPANGA	Mariana Espanga	P.O. BOX 3848 HAGATNA	475-3180/4772
8. LOUISE DIAZ	Louise Diaz	P.O. BOX 27142 GULF 96921	789-5456
9. JEVILSON KSAU	Jevilson Ksau	BOX #9265 TAM. GUAM 96931	646-1848
10. MITSUE IMAMURA	Mitsue Imamura	P.O. BOX 6204 TAMUNING, GUAM 96931	632-1979
11. OPKAL I. BLAU	Opkal P. Blau	P.O. BOX 26068 G.M.F.	637-2180
12. WILLARD BLAU	Willard Blau	P.O. BOX 26068 G.M.F.	637-2180
13. ALBINO MERUR	P.O. BOX 6255 TAM.		657-3971
14. ROY ANSEC	Roy Ansec	P.O. BOX 44413 Agana	477-3258
15. STANFORD RIDER	Stanford Rider	P.O. BOX 44413 Agana	477-3258
16.			
17.			
18.			
19.			
20.			
21.			
22.			
23.			



## Ministry of State

March 27, 2008  
MS-099-2008

Honorable Felix Camacho  
Governor of Guam  
Office of the Governor  
Ricardo J. Bordallo  
Governor's Complex  
P.O. Box 2950  
Hagåtña, Guam 96932

Dear Governor Camacho:

Hafa Adai and Greetings from Palau.

This letter is to convey my full support for the Peleliu Club of Guam as they request and apply for permits to lease a Government of Guam public land to build a cultural center and a social gathering building center in Guam. The Peleliu Club has a long history in Guam, having been established shortly after World War II. In the half-century since then, the Peleliu Club, a not-for-profit organization, has promoted Palauan Culture and created a community for people from Palau who moved to your beautiful island to look for better opportunities. In doing so, the Peleliu Club has encouraged and facilitated friendship with the people of Guam, and has been active in the local community. As the Republic of Palau's Minister of State and responsible for Foreign Affairs and the promotion of Palau nationals' interests abroad, I wanted to express my unconditional support for this organization and the activities they plan to undertake in order to continue to enhance and strengthen the already warm friendship and strong relationship between the palauans and the people of Guam.

Thank you very much for your favorable consideration.

Sincerely,

Temmy L. Shmull  
Minister of State  
Republic of Palau

Cc: President, Peleliu Club of Guam



JACKSON R. NGIRAINGAS  
GOVERNOR

# Peleliu State Government

## Office of the Governor

P.O. Box 8035 Peleliu, Republic of Palau 96940  
Tel. No.: (680) 345-2967 • Fax/Tel.: (680) 488-1817

April 5, 2008

Anita R. Ngiraingas  
President  
Peleliu Club of Guam ( Organization )  
Agana, Guam 96910

Re: Support of your Club Abai

Dear President Ngiraingas:

This is to inform you and the officers and members of Peleliu Club of Guam Organization that the people and State of Peleliu are in full support of your organizations plan to build a bai or meeting house for all Peleliuans living in Guam who have made their second home away from home.

My administration and Government of Peleliu State and leadership also support your goal to have a building that will be the central area in which Peleliuans in Guam can use for meeting and other social programs and activities which will promote mutual friendship and unity among not just Peleliuans but also Palauans living in Guam. More importantly, to promote peaceful co-existence and cultural understanding with our brothers and sisters of our host country who have open their island to us over a period of many years.

In this respect, rest assured that Peleliu State, its people, and government stand ready to give your organization full support any way we can in order to enable you to meet your goal for the benefit of all Peleliuans in Guam and elsewhere who may travel in future to visit you and the great people and Territory of Guam.

Signed,

Jackson R. Ngiraingas  
Governor, Peleliu State

Peleliu State Liaison Office  
Koror, Republic of Palau 96940 • Tel. No.: (680) 488-1817

# 9<sup>th</sup> Peleliu State Legislature

P.O. Box 10106/6035  
Peleliu State, Republic of Palau 96940  
Tele./Fax No. (680) 345-1100

March 27, 2008

Ngerdelok  
Chief Obak Isao Singeo  
Speaker K, Soalablai

Ngeaius  
Chief Uchelsias  
Joe B. Nohuo

Ngerchol  
Chief Obakjochol K, Nakamun  
Alex Ngirangas

Ngerkeiuki  
Chief Adokeroi Y. Isechal  
Edwight Mengirou

Teliu  
Chief Rengul D. Haruo  
Gene Kye

Legislator At Large:  
Vice Speaker J. Garamul  
Floor Leader J. Tsuneo  
Roman Rideo  
C. Desengei Matsutani  
Nilly Rekekel

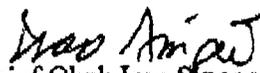
The Honorable Felix Camacho  
Governor, Guam  
P.O. Box 2950  
Hagatna, Guam 96932

Dear Governor Camacho:

This letter is to express my support for the Peleliu Club of Guam as they apply for permits to lease public land and build a cultural center in Guam. The Peleliu Club has a long history in Guam, having been established shortly after World War II. In the half century since then, the Peleliu Club, a not-for-profit organization, has promoted Palauan Culture and created a community for people from Palau who moved to your island to pursue opportunities. In doing so, the Peleliu Club has encouraged and facilitated friendship with the people of Guam, and has been active in the local community. This group is now applying to lease public land and build a new traditional community center. As a member of Peleliu State Counsel of Chiefs and member of Peleliu State Legislature, I wanted to express my support for this organization and its mission.

Thank you very much.

Sincerely,

  
Chief Obak Isao Singeo  
Member, Peleliu State Counsel of Chiefs  
Peleliu State Legislature  
Peleliu State, Republic of Palau

# 9<sup>th</sup> Peleliu State Legislature

P.O. Box 10106  
Peleliu State, Republic of Palau 96940  
Tele./ Fax. No: (680) 345-1100

March 27, 2008

Ngerdelolk  
*Chief Obak Isao Singeo*  
*Speaker K, Soalablai*

Ngesias  
*Chief Uchelsias*  
*Joe B. Nobuo*

Ngerchol  
*Chief Obakfechol K, Nakamura*  
*Alex Ngiraingas*

Ngerkeiukl  
*Chief Adelkeroi Y. Isechal*  
*Edwight Mengirarou*

Teliu  
*Chief Renguul Donald Haruo*  
*Gene Tkel*

Legislator At Large:  
*Vice Speaker J. Giramur*  
*Floor Leader J. Tsuneo*  
*Roman Ridep*  
*C. Desengei Matsutaro*  
*Billy Rekemel*

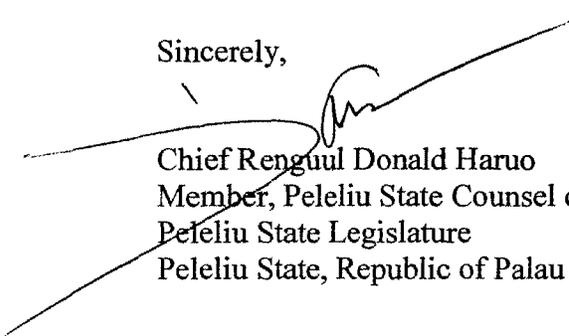
The Honorable Felix Camacho  
Governor, Guam  
P.O. Box 2950  
Hagatna, Guam 96932

Dear Governor Camacho:

This letter is to express my support for the Peleliu Club of Guam as they apply for permits to lease public land and build a cultural center in Guam. The Peleliu Club has a long history in Guam, having been established shortly after World War II. In the half century since then, the Peleliu Club, a not-for-profit organization, has promoted Palauan Culture and created a community for people from Palau who moved to your island to pursue opportunities. In doing so, the Peleliu Club has encouraged and facilitated friendship with the people of Guam, and has been active in the local community. This group is now applying to lease public land and build a new traditional community center. As a member of Peleliu State Council of Chiefs and member of Peleliu State Legislature, I wanted to express my support for this organization and its mission.

Thank you very much.

Sincerely,



Chief Renguul Donald Haruo  
Member, Peleliu State Council of Chiefs  
Peleliu State Legislature  
Peleliu State, Republic of Palau

*Peleliu Club of Guam*

## **9<sup>th</sup> Peleliu State Legislature**

P.O. Box 10106

Peleliu State, Republic of Palau 96940

Tele./ Fax. No: (680) 345-1100

March 27, 2008

Ngerdelolk

*Chief Obak Isao Singeo*  
*Speaker K, Soalablai*

Ngesias

*Chief Uchelsias*  
*Joe B. Nobuo*

Ngerchol

*Chief Obakfechol K, Nakamura*  
*Alex Ngiraingas*

Ngerkeiukl

*Chief Adelgeroi Y. Isechal*  
*Edwight Mengirarou*

Peliu

*Chief Renguul Donald Haruo*  
*Gene Tkel*

Legislator At Large:

*Vice Speaker J. Giramur*  
*Floor Leader J. Tsuneo*  
*Roman Ridep*  
*Desengei Matsutaro*  
*Billy Rekemel*

The Honorable Felix Camacho  
Governor, Guam  
P.O. Box 2950  
Hagatna, Guam 96932

Dear Governor Camacho:

This letter is to express my support for the Peleliu Club of Guam as they apply for permits to lease public land and build a cultural center in Guam. The Peleliu Club has a long history in Guam, having been established shortly after World War II. In the half century since then, the Peleliu Club, a not-for-profit organization, has promoted Palauan Culture and created a community for people from Palau who moved to your island to pursue opportunities. In doing so, the Peleliu Club has encouraged and facilitated friendship with the people of Guam, and has been active in the local community. This group is now applying to lease public land and build a new traditional community center. As representative of the people of Peleliu in the Peleliu State Legislature, I wanted to express my support for this organization and its mission.

Thank you very much.

Sincerely,



Kalbesang Soalablai, Speaker  
9<sup>th</sup> Peleliu State Legislature  
Peleliu State, Republic of Palau

March 27, 2008

The Honorable Felix Camacho  
Governor of the U.S. Territory of Guam  
Office of the Governor  
P.O. Box 2950  
Hagatna, Guam 96932

Dear Governor Camacho:

Greetings from your neighbor-islands of Palau.

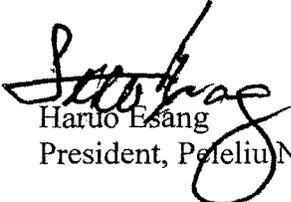
I understand that the Peleliu Ngarablod of Guam, to which I currently serve as President of the counterpart organization in Palau, has submitted its application to renew or extend its lease on Guam for the purpose of constructing a multi-purpose Abai.

Governor, I know you hold dear in your heart the traditions and customs of the great Chamorro people of Guam, and those of other island-countries neighboring you. The Abai, as you know, is a symbol of the Palauan culture. For this reason, I submit to you to ask your consideration and support in the renewal and extension of Guam-Peleliu Ngarablod's lease application. Upon approval of the lease extension, we Peleliuans, in Palau, plan to sponsor fundraising events to help fund the construction of the Abai in Guam. The Abai will serve not only as a meeting place but also as a venue for all major traditional and contemporary activities. The facility will definitely bring the people of Peleliu and Palau of Guam closer together and allow them to showcase and share their culture with the people of Guam. And those of us that visit Guam will not leave without making our presence there.

What traditions and culture that have endured over time in our respective islands, neighboring island-countries must work together cooperatively to encourage, preserve, and protect them. Like the Micronesian Challenge, they cannot survive on their own.

Thank you for your consideration and support in this matter.

Sincerely,

  
Haruo Esang  
President, Peleliu Ngarablod of Palau



**J. Uduch Sengebau Senior**  
**Attorney at Law**

March 26, 2008

Honorable Felix Perez Camacho  
Office of the Governor of Guam  
Hagatna, Guam

Re: Extension of Peleliu Club of Guam's Abai Lease

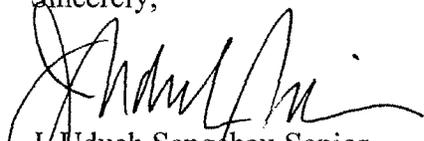
Dear Governor Camacho:

I am writing this letter in support of Peleliu Club of Guam's request to extend the lease upon which the club's abai is situated. It is my understanding that the Peleliu Club abai serves not only club members but also all people from Peleliu residing in Guam. The abai serves an important cultural purpose in uniting the people from Peleliu who live and work in Guam. It offers a place where the people of Peleliu can share, teach and perpetuate their cultural and customary practices. By practicing their Palauan customs at the abai, the people of Peleliu are imparting knowledge about their tradition and culture to the younger generations who were born and raised in Guam. The abai helps the people of Peleliu to maintain their identity, culture and heritage. If the lease is not extended, the people of Peleliu will suffer irreparable harm in that they will lose their one and only meeting place in Guam where they can practice and perpetuate their Palauan customs.

The lease extension is especially needed this year because Palauans will be voting on twenty two proposed amendments to the Palau Constitution on November 4, 2008. In order to ensure that the people of Peleliu living in Guam are well informed about the proposed amendments, there are likely to be numerous meetings at the abai to educate the Peleliu voters about the proposed amendments. This can only happen if Peleliu Club's lease is extended.

For all the above reasons, I ask for your support in extending the lease for the Peleliu Club of Guam's abai. Thank you.

Sincerely,



J. Uduch Sengebau Senior  
Attorney at Law

# Peleliu Club of Guam/ "Ngarablod" Club of Guam

P.O. Box 5317 Hagatna, Guam 96932

## Regular Meeting

Friday • March 14, 2008 • McDonald's, Tamuning • 7:00 p.m.

Attendance:	Yumiko Ausec	Jack Mabel	*Singeko Olkeriil
	Ngerkuml Bari	Hana Ngeskesuk	Rhoda Sulio
	Tolent Biou	Anita Ngiraingas	Beouch Teriong
	Kilad Callaghan	Kikuko Ngiraingas	Yukie Teriong
	Mitsue Imamura	*Antonia Ngwal	Donina Tutii
	Kasey Johnson	*Patricia Olkeriil	*Apolonia Wong
	Elfrie Koshiba	*Saburo Olkeriil	

### I. Call to Order

- a. A quorum was established with 15 members present. President A. Ngiraingas called the meeting to order at 7:31 p.m.

### II. Attendance

- a. E. Koshiba asked Asst. Secretary R. Sulio to list down meeting attendees as listed above. Those marked with an asterisk (\*) arrived after the meeting had begun.

### III. Prayer

- a. Member K. Ngiraingas led the club in a silent prayer.

### IV. Review of Meeting Minutes (REGULAR) 8 Feb. 2008 (CORR) and Meeting Minutes (SPECIAL) 22 Feb. 2008

- a. Feb. 22, 2008 – Special Meeting  
Secretary E. Koshiba read aloud the corrected meeting minutes of the 8 Feb. 2008 meeting and the prepared minutes of the 22 Feb. 2008 special meeting and no corrections were made to either.
  - K. Johnson moved to adopt the minutes for both meetings. N. Bari seconded the motion. All members were in favor of adopting the minutes as read.

### V. Treasurer's Report

#### a. Savings, checking, TDC account update

Treasurer K. Callaghan explained that the financial records had just been turned over the previous week and that she'd been running around trying to get the signature cards turned in all day today there were some issues with Bank of Guam on the minutes reflecting the elections. She also had just received the bank statements so therefore did not have the information compiled in a report format. K. Callaghan read the Treasurer's report from the previous meeting as compiled by K. Johnson, reflecting bank statements only up to Dec. 2007. She further stated that the report will be compiled for the April meeting will include the statements covering the months of Jan., Feb. & Mar. 2008. She noted that the only two payouts from the checking account since the last report were the following:

- \$1,500.00 for Romeo Merilla
- \$ 200.00 for *badek* for Akira Wong upon the death of his mother

#### b. Revenue & Tax financial report

K. Callaghan stated that April was tax month, but the financial records turned over to her by K. Johnson were not complete as former PCOG Treasurer Elizabeth Mantanona still had not turned all her electronic files over. K. Callaghan said that if E. Mantanona did not surrender the records, then perhaps the club needs to ask the Public Auditor to write a letter to her. K. Johnson said that she had spoken to E. Mantanona who had promised to give her the financial records on a disk, which K. Johnson would in turn give to K. Callaghan and as a matter of fact E. Mantanona had said she would attend this meeting.

### VI. Old & Unfinished Business

## Peleliu Club of Guam/ "Ngarablod" Club of Guam

P.O. Box 5317 Hagatna, Guam 96932

### a. Turnover of records to new officers

The turnover of records to the new officers has only been partial. Former Treasurer K. Johnson turned over the records that she had which in turn had been turned over to her by E. Mantanona. As stated above, the financial records were still incomplete and they also were not organized in an easily comprehensible manner. Former Secretary Patricia Olkeriil still had not turned over the records of meeting minutes to E. Koshiba.

### b. Abai lot update – blueprint & cost estimates

K. Callaghan explained that the cultural center/*abai* blueprint was available for all interested to see. At present we had received the construction cost estimate from the designer. What was needed now was construction bids from at least three (3) separate contractors get a reasonable competitive pricing for building. She reiterated again that if any member had contacts to let her know and that the original blueprint designed in Palau was estimated at \$200,000.00 because it had so many windows. The redesign however, measuring approximately 32'x52' with a corrugated tin roof was down to \$88,000.00.

- K. Callaghan reported that officers, A. Ngiraingas, J. Mabel, E. Koshiba including herself, met at the lot on Tuesday, 11 Mar. 2008 with Jeff Aguon from the Department of Land Management and Davis Tevid and Hiob Bukurou from the Asahi Club to discuss the removal of the ramp and concrete foundation left over after Asahi Club removed their modular structure. No agreement was met and a letter to DLM and AG needs to be written to get an official position on whose responsibility it was to remove the foundation. Asahi felt that it wasn't their responsibility whereas our position was that we shouldn't shoulder the financial burden of removing the foundation, which is right in the middle of the lot. We already have to finance a new septic tank and leaching field because the one in place does not meet new EPA criteria.
- Another fact brought up by K. Callaghan is that the current 1-year lease is up on 6 May 2008. Documents that need to be turned in as part of our application for a long-term lease are the following:
  - Conceptual Building Design or Blueprint
  - Financial Plan/Statement of Costs & Funding
- Vice President J. Mabel shared his thoughts on the removal of the foundation and stated that it would be very practical to follow the law and win on the side of the law and not wise in the long run to ruin the relationship with our lot neighbors and fellow Palauan organization, the Asahi Club. He reminded the members that our children will have to bear the fruits of what we plant. If we continue to be butt heads with Asahi, then our kids would continue the divisiveness and what will that do to us Palauans on Guam. He further recommended that the club allow K. Callaghan to research who's responsibility it is to remove the foundation and perhaps we could work together with Asahi to remove the cement ramp and pad.
- K. Callaghan also informed the group that she is presently waiting for a cost estimate for a pre-fabricated structure to match the size of our present *abai* design. She was not sure who the individual/company was but it sounded like Felix Bayti (sp?). She would get the right name for the next meeting.
- P. Olkeriil asked if she could get a blueprint to show her fellow parishioner who was into construction. K. Callaghan reminded her the danger of getting our design information out as this proprietary information for the club and the designer. She told P. Olkeriil that she could always set up a meeting and she, K. Callaghan would willingly join their meeting with the appropriate section (p. A-1) reproduced instead of the entire detailed building plan.

### c. Smithsonian report

E. Koshiba reported that the financial report due to the Guam Humanities Council (GHC) for the closeout of the Smithsonian Institute Traveling Exhibit System Museum on Main Street (MOMS) New Harmonies exhibit had been submitted to GHC earlier this month. We have not received GHC's approved signed receipt of the report acknowledging that PCOG has met all the reporting criteria of the project.

- Inquiries were made about the monies donated to the PCOG *abai* fund from the exhibit donation box and E. Koshiba clarified that the opening night collected \$40.00 and the closing night collections was approximately \$79.++ because the total money as recorded was for \$119.++ and that the Treasurer

## Peleliu Club of Guam/ "Ngarablod" Club of Guam

P.O. Box 5317 Hagatna, Guam 96932

would deposit that amount in the savings account. The exact figure and monetary breakdown would be reported at the next meeting.

- It was further reported that an additional \$800.00 was awarded to the PCOG New Harmonies Project to complete the printing of the Registry of Palauan Musicians and Dance Masters. The text was being edited to fit a small booklet and to allow for all entries to be fairly consistent in length and content. K. Callaghan said that this was critical to complete as our Palauan partners in Palau, BNM & BAC keep asking her the status when she goes down to Palau.

### d. Abai lot update

The discussion notes were incorporated above under item VI./b.

### e. Accountant for PCOG

President A. Ngiraingas led discussions regarding the need for a professional accounting firm to assist us with the club's financial reporting for tax purposes. K. Callaghan stressed that although she is the Treasurer and can add and subtract to balance numbers, the complexities for tax purposes and the taxing of interested generated revenue are just some of many finance issues that are beyond her skills. She also reminded everyone that a personal tax professional friend from Deloitte & Touche had offered his services *pro bono*. She would check if that offer still stood and that there were other firms to check also, like Ernst & Young.

- President A. Ngiraingas asked the members if they had any problems with our contacting some finance professionals to assist the club and no one voiced any opposition.

## VII. New Business

### a. Recruitment for new PCOG members

Discussion took place regarding recruitment of members and President A. Ngiraingas reminded everyone that this needs to be an ongoing effort because there is a lot of work to be done and only a few to do it. Especially with the building of the *abai* and the fundraising, we need to increase our membership.

- The membership form was reviewed and E. Koshiba was directed to update it with the PCOG logo and make the changes in the categories of information requested. The new form would then be used to update records of all current members and then a membership drive will be undertaken.

### b. Standing committees (By-law IX)

President A. Ngiraingas went over some of the committees that need active membership in.

- General discussion took place but no committee assignments were made for the following committees:
  - Abai planning committee
  - Fundraising committee
  - Special project or program committee
  - Social committee
  - Nominating committee

### c. Reiteration of November Election of Officers (NEW ITEM)

N. Callaghan shared with the club that hardship she encountered trying to update the bank signature cards because of the way the minutes reflected the information, which made it hard to determine who was elected to what office.

- For clarification purposes, the minutes will reflect the club election information originally reported by former PCOG P. Olkeriil in the November 2007 minutes as follows:

## Peleliu Club of Guam/ "Ngarablod" Club of Guam

P.O. Box 5317 Hagatna, Guam 96932

- **Anita Ngiraingas RE-elected President**
  - Not replacing anyone; re-elected as President
- **Jack Mabel elected Vice President**
  - Replaced former Vice President Cindy Ngerkuml Bari
- **Elfrieda Koshiba elected Secretary**
  - Replaced former Secretary Patricia Olkeriil
- **Dominina K. Callaghan elected Treasurer**
  - Replaced former Treasurer Karen Johnson

- NOTE: Only current officers are able to sign on PCOG accounts. The new signatories on the PCOG accounts will be that of President Anita Ngiraingas, Vice-President Jack Mabel and Treasurer Dominina K. Callaghan.

### VIII. Announcements

#### a. Funeral *badek*

President A. Ngiraingas reminded everyone that the *badek* of \$200.00 to Akira Wong, as reported above, was given on behalf of the club.

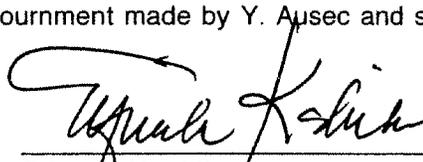
### IX. Next Meeting

- a. Next Regular Meeting will be on Friday, 11 April. 2008

### X. Adjournment

- a. The meeting was adjourned at 9:43 p.m. with a motion for adjournment made by Y. Ausec and seconded by S. Olkeriil

Respectfully Submitted by:



---

Elfrieda Koshiba  
PCOG Secretary

#### \* P. Olkeriil officially turned over the following:

- Regular Meeting Minutes of Dec. 14, 2007
- Notes of Cancelled Minutes of Jan. 11, 2007
- Notes of Meeting with AG's Office Chief Prosecutor Dec. 28, 2007
- General Election Ballots Casted and Final Count of Nov. 16, 2007
- 2007 Minutes
- 2006 Minutes
- 2005 Minutes
- cd with PCOG logo
- Certificate for 3<sup>rd</sup> Place Palau Food Contest, PCAG 12th Anniversary Palauan Independence Celebrations