



CARL T.C. GUTIERREZ  
GOVERNOR OF GUAM

SEP 17 2002


The Honorable Joanne M. S. Brown  
Legislative Secretary  
I Mina'Bente Sais na Liheslaturan Guåhan  
Twenty-Sixth Guam Legislature  
Suite 200  
130 Aspinal Street  
Hagåtña, Guam 96910

Dear Legislative Secretary Brown:

Enclosed please find Bill No. 329 (COR) "AN ACT TO APPROVE THE LEASE FOR THE BICOL CLUB OF GUAM," which was **signed** into law by the Governor as **Public Law No. 26-142**.

Prior legislation authorized the non-profit cultural groups that were located on the Harmon Cliffline to relocate to other designated areas. This legislation approves the lease that was developed for the Bicol Club of Guam, according to the provisions of Public Law No. 22-18.

Very truly yours,

  
Carl T. C. Gutierrez  
I Maga'Lahen Guåhan  
Governor of Guam

Attachments: original bill for vetoed legislation or  
copy of bill for signed or overridden legislation  
and legislation enacted without signature

cc: The Honorable Antonio R. Unpingco  
Speaker

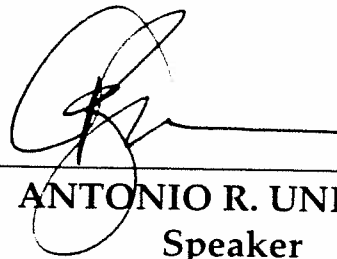
OFFICE OF THE LEGISLATIVE SECRETARY	
ACKNOWLEDGMENT RECEIPT	
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Time	<i>2:50 PM</i>
Date	<i>9/17/02</i>

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MINA'BENTE SAIS NA LIHESLATURAN GUÅHAN  
2002 (SECOND) Regular Session

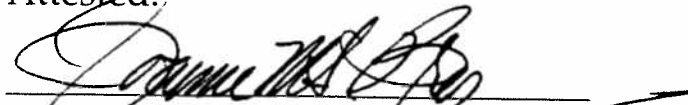
CERTIFICATION OF PASSAGE OF AN ACT TO I MAGA'LAHEN GUÅHAN

This is to certify that Bill No. 329 (COR), "AN ACT TO APPROVE THE LEASE FOR THE BICOL CLUB OF GUAM," was on the 4<sup>th</sup> day of September, 2002, duly and regularly passed.




ANTONIO R. UNPINGCO  
Speaker

Attested:



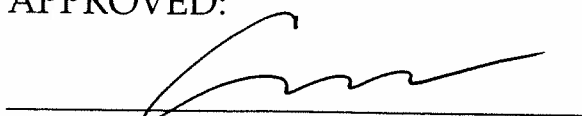
JOANNE M.S. BROWN  
Senator and Legislative Secretary

This Act was received by *I Maga'lahaen Guåhan* this 16<sup>th</sup> day of September, 2002,  
at 3:55 o'clock P.M.



Assistant Staff Officer  
*Maga'lahaen's Office*

APPROVED:



CARL T. C. GUTIERREZ  
*I Maga'lahaen Guåhan*

Date: 9-17-02

Public Law No. 26-142

**MINA'BENTE SAIS NA LIHESLATURAN GUÅHAN**  
**2002 (SECOND) Regular Session**

**Bill No. 329 (COR)**

As amended on the Floor.

Introduced by:

Mark Forbes  
A. R. Unpingco  
J. F. Ada  
T. C. Ada  
F. B. Aguon, Jr.  
J. M.S. Brown  
E. B. Calvo  
F. P. Camacho  
M. C. Charfauros  
L. F. Kasperbauer  
L. A. Leon Guerrero  
K. S. Moylan  
V. C. Pangelinan  
A. L.G. Santos  
J. T. Won Pat

**AN ACT TO APPROVE THE LEASE FOR THE BICOL  
CLUB OF GUAM.**

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

2        **Section 1. Legislative Findings and Intent.** *I Liheslaturan Guåhan*  
3 finds that when the United States Air Force had jurisdiction and control over a  
4 piece of property referred to as the Harmon Cliff Line, they authorized and  
5 issued permits to non-profit organizations for the use of said property. *I*  
6 *Liheslaturan Guåhan* further finds that United States Public Law Number 103-  
7 339 necessitated the relocation of those non-profit organizations.

1 Executive Order Number 98-13 was issued for the orderly and  
2 expeditious transfer by the non-profit organizations from the Harmon Cliff  
3 Line to government of Guam property. The parcel of property that these  
4 organizations can re-locate to was identified as that reserved for the Cultural  
5 Center in Dededo under Guam Public Law Number 22-18. *I Liheslaturan*  
6 *Guåhan* finds that the Bicol Club of Guam has complied with the rules and  
7 regulations governing lease of government-owned property. It is the intent of  
8 *I Liheslaturan Guåhan* to approve said lease as required by § 8003 of the  
9 Department of Land Management's rules and regulations for leasing  
10 government land reserved as a cultural center as enacted by Guam Public  
11 Law Number 25-47.

12 **Section 2. Approval of Lease.** Notwithstanding any other provision  
13 of law, the lease agreement entered into by and between the Bicol Club of  
14 Guam and the Department of Land Management, government of Guam, is  
15 hereby approved by *I Liheslaturan Guåhan*. A copy of said approved lease is  
16 attached and labeled as **Attachment A**.

**ATTACHMENT A**

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(THIS SPACE ABOVE FOR RECORDERS USE ONLY)

**LEASE**

THIS LEASE is made this \_\_\_\_\_ day of \_\_\_\_\_, 2001, 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 BICOL CLUB OF GUAM, represented by EDNA REBANAL, PRESIDENT, a non-profit organization organized and existing under the laws of the territory of Guam, whose address is Post Office Box 7995 Tamuning, Guam, 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 5 Block 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. 427-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 September 1, 2001 and ending on September 1, 2026, 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 Lessee.** 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 of 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

Lessor 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 bears to the land area which was 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 therefrom.

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, Carl J.C. Aguon  
                         Department of Land Management  
                         P.O. Box 2950  
                         Agana, Guam 96910  
                         Tel. No. 475-5278

TO LESSEE:            President, Edna Rebanal  
                         Bicol Club of Guam  
                         P.O. Box 7995  
                         Tamuning, Guam 96931  
                         Tel. No. 477-9286

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.

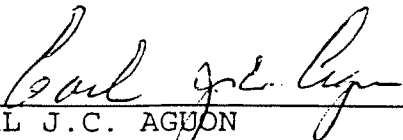
34. **Costs of Litigation.** In the event Lessor shall without any fault on its part be made a party to any litigation commenced by or against Lessee, all costs and expenses incurred by Lessor shall be paid by Lessee.

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.

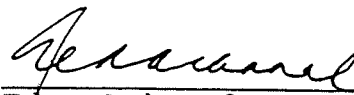
IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

LESSOR:



CARL J.C. AGUIÑON  
Director, Department of Land  
Management

LESSEE:



Edna Rebanal  
President,  
Bicol Club of Guam

ACKNOWLEDGMENTS

CITY OF HAGATNA            )  
  ) ss.:  
  )

On this 30<sup>th</sup> day of JULY, 2001, before me, a Notary Public in and for the Territory of Guam, personally appeared **CARL J.C. AGUON**, 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.




**MATTHEW A. LEON GUERRERO**  
**NOTARY PUBLIC**  
In and for Guam, U.S.A.  
My Commission Expires: March 13, 2005  
P.O. Box 2950 Hagatna, Guam 96932

ACKNOWLEDGMENTS

CITY OF HAGATNA            )  
  ) ss.:  
  )

On this 25<sup>th</sup> day of JULY, 2001, before me, a Notary Public in and for the Territory of Guam, personally appeared EDNA REBANAL 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.



**MATTHEW A. LEON GUERRERO**  
**NOTARY PUBLIC**  
In and for Guam, U.S.A.  
My Commission Expires: March 13, 2005  
P.O. Box 2950 Hagatna, Guam 96932

APPROVED AS TO FORM:

APPROVED:

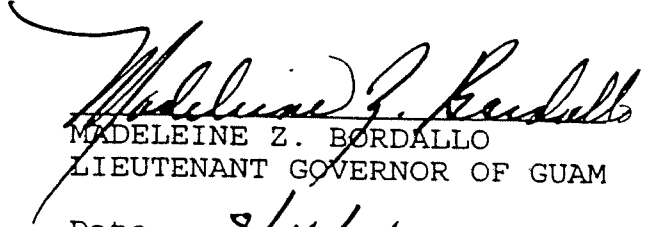
Robert H. Kono  
ROBERT H. KONO  
ATTORNEY GENERAL, ACTING

Carl T. C. Gutierrez  
CARL T. C. GUTIERREZ  
GOVERNOR OF GUAM

Date: 8/10

Date: 8-16-01

ATTESTED:

  
MADELEINE Z. BORDALLO  
LIEUTENANT GOVERNOR OF GUAM  
Date: 8/16/01

CONCURRED:

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

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

# I MINA' BENTE SAIS NA LIHESLATURAN GUAHAN

2002 (SECOND) Regular Session

Date: 9/4/02

## VOTING SHEET

Bill No. 329 (COR)

Resolution No. \_\_\_\_\_

Question: \_\_\_\_\_

26-142

NAME	YEAS	NAYS	NOT VOTING/ ABSTAINED	OUT DURING ROLL CALL	ABSENT
ADA, Joseph F.	✓				
ADA, Thomas C.	✓				
AGUON, Frank B., Jr.	✓				
BROWN, Joanne M. S.	✓				
CALVO, Eddie B.	✓				
CAMACHO, Felix P.	✓				
CHARFAUROS, Mark C.	✓			X	✓
FORBES, Mark	✓				
KASPERBAUER, Lawrence F.	✓				
LEON GUERRERO, Lourdes A.	✓				
MOYLAN, Kaleo S.	✓				
PANGELINAN, Vicente C.	✓				
SANTOS, Angel L.G.				X	✓
UNPINGCO, Antonio R.	✓				
WON PAT, Judith T.	✓				

TOTAL 13 \_\_\_\_\_ 2 \_\_\_\_\_ 2 \_\_\_\_\_

CERTIFIED TRUE AND CORRECT:

\_\_\_\_\_  
Clerk of the Legislature

\* 3 Passes = No vote  
EA = Excused Absence

6  
9/4/02

**MINA'BENTE SAIS NA LIHESLATURAN GUÅHAN**  
**2002 (SECOND) Regular Session**

**Bill No. 329 (COR)**  
As amended on the Floor.  
\*

Introduced by:

- Mark Forbes
- A. R. Unpingco
- J. F. Ada
- T. C. Ada
- F. B. Aguon, Jr.
- J. M.S. Brown
- E. B. Calvo
- F. P. Camacho
- M. C. Charfauros
- L. F. Kasperbauer
- L. A. Leon Guerrero
- K. S. Moylan
- V. C. Pangelinan
- A. L.G. Santos
- J. T. Won Pat

**AN ACT TO APPROVE THE LEASE FOR THE BICOL CLUB OF GUAM.**

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

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

3 finds that when the United States Air Force had jurisdiction and control over a

4 piece of property referred to as the Harmon Cliff Line, they authorized and

5 issued permits to non-profit organizations for the use of said property. *I*

6 *Liheslaturan Guåhan* further finds that United States Public Law Number 103-

7 339 necessitated the relocation of those non-profit organizations.

1 Executive Order Number 98-13 was issued for the orderly and  
2 expeditious transfer by the non-profit organizations from the Harmon Cliff  
3 Line to government of Guam property. The parcel of property that these  
4 organizations can re-locate to was identified as that reserved for the Cultural  
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6 finds that the Bicol Club of Guam has complied with the rules and regulations  
7 governing lease of government-owned property. It is the intent of *I*  
8 *Liheslaturan Guåhan* to approve said lease as required by § 8003 of the  
9 Department of Land Management's rules and regulations for leasing  
10 government land reserved as a cultural center as enacted by Public Law  
11 Number 25-47.

12 **Section 2. Approval of Lease.** Notwithstanding any provision  
13 of law, the lease agreement entered into by and between the Bicol Club of  
14 Guam and the Department of Land Management, government of Guam, is  
15 hereby approved by *I Liheslaturan Guåhan*. A copy of said approved lease is  
16 attached and labeled as **Attachment A**.

MINA'BENTE SAIS NA LIHESLATURAN GUÅHAN  
2002 (SECOND) Regular Session

**Bill No. 329 (COR)**

As amended on the Floor.

\*

Introduced by:

Mark Forbes  
A. R. Unpingco  
J. F. Ada  
T. C. Ada  
F. B. Aguon, Jr.  
J. M.S. Brown  
E. B. Calvo  
F. P. Camacho  
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MINA'BENTE SAIS NA LIHESLATURAN GUÅHAN  
2002 (SECOND) Regular Session

**Bill No. 329 (COR)**

As amended on the Floor.

\*

Introduced by:

Mark Forbes  
A. R. Unpingco  
J. F. Ada  
T. C. Ada  
F. B. Aguon, Jr.  
J. M.S. Brown  
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F. P. Camacho  
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MAY 22, 2002

2nd  
8/14/02  
Original  
8/26/02

3rd  
8/26/02

MINA'BENTE SAIS NA LIHESLATURAN GUAHAN  
2002 (SECOND) Regular Session

Bill No. 329 (S 02)

Introduced by:

Mark Forbes  
ARU

AN ACT TO APPROVE THE LEASE FOR THE BICOL CLUB OF GUAM.

BE IT ENACTED BY THE PEOPLE OF GUAM:

Section 1. Legislative Findings and Intent. *I Liheslaturan Guahan* finds that when the United States Air Force had jurisdiction and control over a piece of property referred to as the Harmon Cliff Line, they authorized and issued permits to non-profit organizations for the use of said property. *I Liheslaturan Guahan* further finds that the Unites States Public Law 103-339 necessitated the relocation of those non-profit organizations. Executive Order 98-13 was issued for the orderly and expeditious transfer by the non-profit organizations from the Harmon Cliff Line to government of Guam property. The parcel of property that these organizations can re-locate was identified as that reserved for the Cultural Center in Dededo under Public Law 22-18. *I Liheslaturan Guahan* finds that the Bicol Club of Guam has complied with the rules and regulations governing lease of government-owned property. It is

**I MINA'BENTE SAIS NA LIHESLATURAN GUÁHAN**

**FLOOR AMENDMENTS/CHANGES**

Bill No. 329

MF

**Senator Proposing Amendment**

*(Below for Senator to complete)*

Please describe proposed amendment, including where change to occur:

add ARU as #2 Sponsor

*(Below only for Clerk of Legislature's use and processing)*

Date 8/26, 2002

Floor Amendment No. 1 of a total of     changes on above Bill.

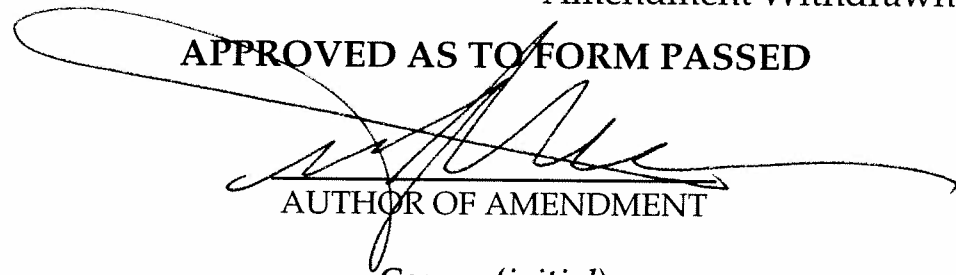
Votes For Amendment:     Votes Against Amendment:    

**AMENDMENT PASSED:**    

Amendment Failed:    

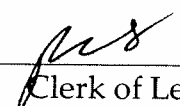
Amendment Withdrawn:    

**APPROVED AS TO FORM PASSED**



AUTHOR OF AMENDMENT

Concur *(initial)*

  
Clerk of Legislature

\_\_\_\_\_  
Speaker

\_\_\_\_\_  
Ass't. Amend. Clerk  
\_\_\_\_\_  
Engrossment Staff

1 the intent of *I Liheslaturan Guahan* to approve said lease as required by §8003  
2 of Public Law 25-47.

3 **Section 2. Approval of Lease.** Notwithstanding any provision of  
4 law, the lease agreement entered into by and between the Bicol Club of Guam  
5 and the Department of Land Management, Government of Guam, is  
6 approved by *I Liheslaturan Guahan*.

7




20 June 2002

Honorable Mark Forbes  
Senator, 26<sup>th</sup> Guam Legislature  
Hagatna, Guam

The Bicol Club of Guam is deeply grateful to yourself for introducing Bill # 329 to approve the lease for the Bicol Club of Guam, pursuant to Public Law No. 25-47.

Bicol Club of Guam, one of the oldest ethnic Filipino organizations on Guam, is keen on building a clubhouse where we could conduct our regular monthly membership and board meetings as well as hold social functions and activities promoting interaction amongst the members. Absent the legal document allowing us the use of the land, the project had to be postponed for several years. Thus, you can only imagine that approval of the lease had been long and eagerly awaited by the entire membership of the Bicol Club of Guam.

For this reason, I earnestly urge this committee to expedite the approval of the lease.



Edna R. Rebanal  
President  
Bicol Club of Guam



**TESTIMONY ON BILL NO. 329**

**Honorable Mark Forbes**  
**Senator and Chairman on Rules**  
**Committee of the 26<sup>th</sup> Guam Legislature**

1 of 2

Dear Senator Forbes:

I am John M. Vega, former President of FCG (Filipino Community of Guam), Filipino Presidents Club of Guam, Visayas and Mindanao Families Association Of Guam and Leyte-Samar Association of Guam. I am the founder and Charter President of Federation of Asian People on Guam (composed of Filipino, Korean, Chinese, Vietnamese and Indian organizations.) was assigned as Spokesman and Negotiator for lease on government real property.

Since 1990 when I was reelected to lead the Filipino President Club we tried to research for a government real property to lease for the construction of a club house to preserve our cultural and traditional heritage. The committee failed.

Aggressive action came in 1992 when the Federation of Asian People on Guam was organized. Interest to lease a government owned land increased tremendously when the idea of preserving our cultural heritage and to have our own Cultural Center came into a common goal. The center shall be used for multiple purposes. It can be used as a learning institution for many languages. It can be used for exposition of many cultural heritages, artifacts, convention, coronation, santacruzian, inductions and other events of big scales.

We were aware that someday the nine non-profit organizations in the Cliffline will be asked to move out. That was one of the strong desire to search for a good area or land owned by the Government of Guam. This idea should ensure that the nine non-profit organizations at the Cliffline shall have an appropriate area where they can relocate.

Finally, I discovered Public Law 20-194, An Act To Set Aside and Develop Public Lands For The Establishment Of Civic, Non-profit, Fraternal and Cultural Community and Family Centers, was on the 1<sup>st</sup> day of August 1990, duly and regularly passed. Received by Governor Joseph Ada on August 11<sup>th</sup> and signed into law on August 17, 1990.

In 1993 PL 22-18 was signed into law on June 12, 1993, An Act To Reserve Government Real Property For Future Use By The Three Branches of Government It is in the Government of Guam Reserved Lands List that a portion of lot No. 480 in Agat that 20 acres were reserved by the committee and portion of lot No. 10120-R-16 that 20 acres lot was reserved in Dededo for cultural centers.

Bicol Club and VFW (Veterans of Foreign War) were given temporary lease at the

2 of 2

Cliff line by the Air Force and were ordered to vacate from Cliff line. Therefore, it is imperative that non-profit organizations from Cliff line shall be given the proper accommodation possible.

All requirements are met as evidenced by the signing of lease between Department Of Land Management and the non-profit organizations, approved by the Attorney General and the Governor.

In view of the foregoing, I strongly support the quest by Bicol Club and VFW for approval of Bill 329 in order that they can build a permanent place for their own use for meetings, socialization, and most of all to have a permanent area to practice and preserve their cultural and traditional heritage.

Sincerely,



JOHN M. VEGA



# MINA 'ENTE SAIS NA LIHESLATURAN GUAHAN

Kumitehan Areklamento, Hinanao Gubetnamenton Hinirát, Rifotma yan Rinueba,  
yan Asunton Fidirát, Taotao Hiyong yan Hinirát

*Senadot Mark Forbes, Gebilu  
Kabisiyon Mayurát*

## WAIVER OF FISCAL NOTE

In accordance with §9105 Title 2 GCA, I hereby certify that prompt committee action on Bill 329 is necessary to the proper conduct of legislative business. Therefore, I am waiving requirement of a fiscal note on Bill 329.

MARK FORBES  
Chairman,  
Committee on Rules, General Governmental Operations,  
Reorganization and Reform, and Federal, Foreign  
and General Operations

**GOVERNMENT MEETINGS**

*Editor's note: Government meeting submissions will be tightly edited. Meetings will run on a space-available basis. Deadline is noon Friday for publication Saturday, Sunday and Monday, and noon Monday through Thursday for next day publication. In the event of a local holiday, deadline will be noon the previous weekday.*

**CIVIL SERVICE COMMISSION BOARD:** 5:30 p.m. June 18, 490 Chalan Palasyo, Agana Heights. Hearing on P.L. Sourgose vs. Guam Waterworks Authority; motion hearing on J.C. Manglona vs. GWA; possible Mini-Hatch Act violation in Maina. Call 475-1300/01.

**GUAM BOARD OF EXAMINERS FOR DENTISTRY:** Rescheduled regular session meeting 3:30 p.m. June 18, 1302 E. Sunset Blvd., Tiyán. Agenda copies available at 1304 E. Sunset Blvd. For special accommodations, call 475-0251/2.


**GUAM BOARD OF MEDICAL EXAMINERS:** 12:30 p.m. June 19, Guam Memorial Hospital Authority cafeteria conference room. For special accommodations, call 475-0251/2.

**GUAM COMMUNITY COLLEGE BOARD OF TRUSTEES:** Retreat 5 p.m.; semimonthly meeting 6 p.m. June 19, president's office conference room, administration building, Mangilao. Call 735-5637. Everyone is invited. For special accommodations, call 735-5584 or TDD 734-8324/5236.

**GUAM HOUSING AND URBAN RENEWAL AUTHORITY BOARD OF COMMISSIONERS:** 5 p.m.

**ON THE NET**

▲ For the complete, searchable database of upcoming government meetings, visit [www.guampdn.com](http://www.guampdn.com)



**GUAM MEMORIAL HOSPITAL AUTHORITY BOARD OF TRUSTEES:** 1:30 p.m. June 19, GMHA boardroom, first floor, administration wing, Tamuning. For special accommodations, call Toni Villavicencio, 647-2211, or TDD 649-1801.

**GUAM PARDON REVIEW BOARD:** 1:30 p.m. June 19, Parole Services Division conference room, Department of Corrections, Tiyán. Frank Bamba Blas, Vincent Edward Egan, Jack Walter Torres, Fathal Ignatius, first pardon request. Call 473-7001.

**MAYORS COUNCIL OF GUAM:** Special meeting 10 a.m. June 19, council conference room, RJB complex, Adelup. Call 472-6940 or 477-6886/8461.

**COMMITTEE ON RULES, GENERAL GOVERNMENTAL OPERATIONS, REORGANIZATION AND REFORM:** Public hearing 10 a.m. June 20, Legislature's public hearing room, Hagåtña. Bill 329, to approve the lease for the Bicol Club of Guam; Robert Steffy, Atanacio L.G. Salas, Jesus M. Tainatongo, appointed to the Parks & Recreation Commission; Edward L.G. Aguon appointed to the Guam Telephone Authority Board.

**UNIFIED JUDICIARY COMMITTEE:** Noon June 20, Justice Monessa G. Lujan appellate courtroom,

**BANKRUPTCY DEBT COUNSELING BUSINESS REORGANIZATION**

Law Office  
Butler & Telford Butler  
137 Murray Blvd. Suite 203, Hagåtña  
**475-0200**  
Simple Chapter 7 \$1000 plus filing fee  
Free Initial Consultation

**BINGO \* BI**

**BINGO PROGRAM**

**ADMIRAL NIMI**

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Matinee sessions held Monday  
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**BINGO**

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\$1,000 Guaranteed  
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<b>Beef Shortrib</b> Monfort/U.S. Choice	<b>Leg Quarter</b> 6/5 lb 30 lb
 \$2.70	 \$16.00

A  
P  
4  
G



# MINA' BENTE SAIS NA LIHESLATURAN GUÅHAN

Kumitehan Areklamento, Hinanao Gubetnamenton Hiniråt, Rifotma yan Rinueba,  
yan Asunton Fidiråt, Taotao Hiyong yan Hiniråt

*Senadot Mark Forbes, Gebilu  
Kabisiyon Mayuråt*

14 AUG 2002

Speaker Antonio R. Unpingco  
I Mina' Bente Sais Na Liheslaturan Guåhan  
155 Hesler Street  
Hagåtña, Guam 96910


Dear Mr. Speaker:

The Committee on Rules, General Governmental Operations, Reorganization and Reform, and Federal, Foreign and General Affairs, to which Bill No. 329, was referred, wishes to report its findings and recommendations **TO DO PASS BILL NO. 329**, "An Act To Approve the Lease for the Bicol Club of Guam."

The voting record is as follows:

TO PASS	<u>7</u>
NOT TO PASS	<u>0</u>
ABSTAIN	<u>0</u>
TO PLACE IN INACTIVE FILE	<u>0</u>
TO REPORT OUT	<u>0</u>

Copies of the Committee Report and other pertinent documents are attached. Thank you and si Yu'os ma'ase for your attention to this matter.

  
MARK FORBES

Attachments



# MINA 'ENTE SAIS NA LIHESLATURAN GUAHAN

Kumitehan Areklamento, Hinanao Gubetnamenton Hinirát, Rifotma yan Rinueba,  
yan Asunton Fidirát, Taotao Hiyong yan Hinirát

*Senadot Mark Forbes, Gehilu  
Kabisiyon Mayurát*

14 AUG 2002

## MEMORANDUM

**TO:** Committee Members

**FROM:** Chairman

**SUBJECT:** Committee Report- BILL NO. 329: "An Act To Approve the Lease for the Bicol Club of Guam."

Transmitted herewith for your information and action is the report on Bill No. 329, from the Committee on Rules, General Governmental Operations, Reorganization and Reform, and Federal, Foreign and General Affairs.

This memorandum is accompanied by the following:

1. Committee Voting Sheet
2. Committee Report
3. Bill No 329
4. Public Hearing Sign-in Sheet
5. Fiscal Note/Fiscal Note Waiver
6. Notice of Public Hearing

Please take the appropriate action on the attached voting sheet. Your attention and cooperation in this matter is greatly appreciated.

Should you have any questions regarding the report or accompanying documents, please do not hesitate to contact me.

Thank you and si Yu'os ma'ase.



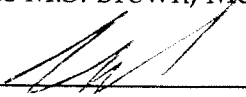
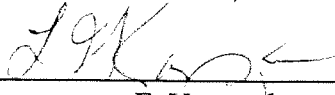
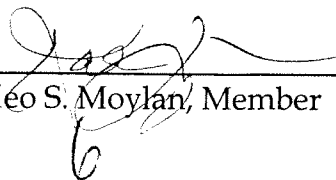
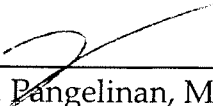
  
MARK FORBES

Attachments

Committee on Rules, General Governmental Operations, Reorganization and Reform, and Federal,  
Foreign and General Affairs  
I Mina' Bente Sais Na Liheslaturan Guåhan

Voting Record

- BILL NO. 329: "An Act To Approve the Lease for the Bicol Club of Guam."

	<u>TO PASS</u>	<u>NOT TO PASS</u>	<u>TO ABSTAIN</u>	<u>INACTIVE FILE</u>	<u>REPORT OUT</u>
 MARK FORBES, Chairman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Joseph F. Ada, Member	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Joanne M.S. Brown, Member	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Eddie B. Calvo, Member	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Felix P. Camacho, Member	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Lawrence F. Kasperbauer, Ph. D., Member	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Kaleo S. Moylan, Member	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Antonio R. Unpingco, <i>Ex-Officio Member</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Thomas C. Ada, Member	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lou A. Leon Guerrero, Member	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Vicente C. Pangelinan, Member	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**I MINA' BENTE SAIS NA LIHESLATURAN GUÅHAN**  
**COMMITTEE ON RULES, GENERAL GOVERNMENTAL**  
**OPERATIONS, REORGANIZATION AND REFORM, AND**  
**FEDERAL, FOREIGN AND GENERAL AFFAIRS**  
**SENATOR MARK FORBES, CHAIRMAN**

**COMMITTEE REPORT**  
**ON**  
**BILL NO. 329,**

**“An Act To Approve the Lease for the Bicol Club of Guam.”**



## **I. OVERVIEW**

The Committee on Rules, General Governmental Operations, Reorganization and Reform, and Federal, Foreign and General Affairs held a public hearing at 10 a.m. on June 20, 2002 in the Public Hearing Room, I Liheslaturan Guahan. Public notice was provided in the June 17, 2002 edition of the Pacific Daily News.

Senators present at the public hearing were:

Senator Mark Forbes, Chairman

Senator Joseph F. Ada, Member

Senator Frank Aguon Jr.

## **II. SUMMARY OF TESTIMONY**

Individuals appearing before the Committee to present oral and written testimony on the bill are as follows:

Edna R. Rebanal, President, Bicol Club of Guam (oral & written testimony)

John M. Vega, representing the Federation of Asian People on Guam (oral & written testimony)

Mrs. Edna R. Rebanal President, Bicol Club of Guam, testified before the Committee in favor of Bill No. 329. Mrs. Rebanal read from her written testimony (attached), in which she said that the Bicol Club of Guam, one of the oldest ethnic Filipino organizations on Guam, is keen on building a clubhouse where they can conduct regular meetings as well as hold social functions and activities promoting interaction amongst the members. She said that the project has been postponed for several years due to the lack of a legal document allowing them to use the land.

John M. Vega, representing the Federation of Asian People on Guam, testified before the Committee in favor of Bill No. 329. Mr. Vega read from his written testimony (attached), in which he recounted efforts since 1990 to locate government real property to lease for the construction of a club house to preserve cultural and traditional heritage. He said because of an order by the Air Force for non-profit groups to vacate from the Harmon Cliffline, it is imperative that these groups be given proper accommodation. He said he strongly supports the quest by the Bicol Club and the Veterans of Foreign Wars to build a permanent place of their own for use for meetings, socialization, and most of all to have a permanent area to practice and preserve their cultural and traditional heritage.

## **III. FINDINGS AND RECOMMENDATION**

The Committee on Rules, General Governmental Operations, Reorganization and Reform, and Federal, Foreign and General Affairs finds that Bill No. 329 is an important measure that will allow the Bicol Club of Guam to build a permanent facility where they can practice and preserve their cultural and traditional heritage.

Accordingly, the Committee on Rules, General Governmental Operations, Reorganization and Reform, and Federal, Foreign and General Affairs, to which Bill No. 329 was referred does hereby submit its findings and

recommendations to I Mina' Bente Sais Na Liheslaturan Guahan **TO DO PASS BILL NO. 329**, "An Act To  
Approve the Lease for the Bicol Club of Guam."



**MINA ' BENTE SAIS NA LIHESLATURAN GUAHAN**

Kuninanan Areklamento, Hinanao Gubetnamento Hinirát, Rifotma yan Rinueba,  
yan Asunton Fidirát, Taotao Hiyong yan Hinirát

*Senadot Mark Forbes, Gebllu  
Kabisiyon Mayurdát*

22 MAY 2002

COPY

MEMORANDUM

TO: Chairman  
Committee on Rules, General Governmental Operations, Reorganization and Reform, and Federal, Foreign and General Affairs

FROM: Chairman  
Committee on Rules, General Governmental Operations, Reorganization and Reform, and Federal, Foreign and General Affairs

SUBJECT: Principal Referral - Bill No. 329 (COR)

The above bill is referred to your Committee as the Principal Committee, in accordance with Section 6.04.05.01. of the Standing Rules. Your Committee is the Committee authorized to perform the public hearing on this bill and to amend or substitute the bill, as well as report the bill out to the Body. It is recommended that you schedule a public hearing at your earliest convenience.

Thank you for your attention to this matter.

MARK FORBES

Attachment



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(THIS SPACE ABOVE FOR RECORDERS USE ONLY)

## LEASE

THIS LEASE is made this \_\_\_\_\_ day of \_\_\_\_\_, 2001, 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 BICOL CLUB OF GUAM, represented by EDNA REBANAL, PRESIDENT, a non-profit organization organized and existing under the laws of the territory of Guam, whose address is Post Office Box 7995 Tamuning, Guam, 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 5 Block 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. 427-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 September 1, 2001 and ending on September 1, 2026, 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 Lessee.** 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 of 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

Lessor 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 bears to the land area which was 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 therefrom.

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 of 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, Carl J.C. Aguon  
                         Department of Land Management  
                         P.O. Box 2950  
                         Agana, Guam 96910  
                         Tel. No. 475-5278

TO LESSEE:            President, Edna Rebanal  
                         Bicol Club of Guam  
                         P.O. Box 7995  
                         Tamuning, Guam 96931  
                         Tel. No. 477-9286

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.

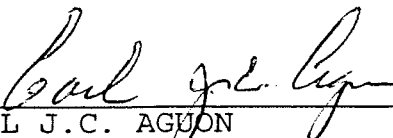
34. **Costs of Litigation.** In the event Lessor shall without any fault on its part be made a party to any litigation commenced by or against Lessee, all costs and expenses incurred by Lessor shall be paid by Lessee.

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.

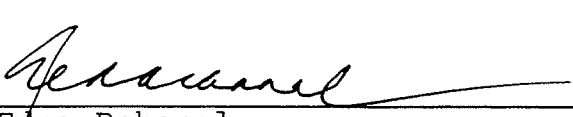
36. **Effective Date.** This Lease must first be approved by the Attorney General and the Governor, and is not considered effective until the legislature concurs to it by statute.

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

**LESSOR:**

  
\_\_\_\_\_  
CARL J.C. AGNON  
Director, Department of Land  
Management

**LESSEE:**

  
\_\_\_\_\_  
Edna Rebanal  
President,  
Bicol Club of Guam



ACKNOWLEDGMENTS

CITY OF HAGATNA            )  
  ) ss.:  
  )

On this 30~~x~~ day of JULY, 2001, before me, a Notary Public in and for the Territory of Guam, personally appeared **CARL J.C. AGUON**, 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.



**MATTHEW A. LEON GUERRERO**  
**NOTARY PUBLIC**  
In and for Guam, U.S.A.  
My Commission Expires: March 13, 2005  
P.O. Box 2950 Hagatna, Guam 96932

ACKNOWLEDGMENTS

CITY OF HAGATNA            )  
  ) ss.:  
  )

On this 25<sup>th</sup> day of JULY, 2001, before me, a Notary Public in and for the Territory of Guam, personally appeared **EDNA REBANAL** 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.

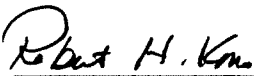
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**MATTHEW A. LEON GUERRERO**  
**NOTARY PUBLIC**  
In and for Guam, U.S.A.  
My Commission Expires: March 13, 2005  
P.O. Box 2950 Hagatna, Guam 96932

APPROVED AS TO FORM:

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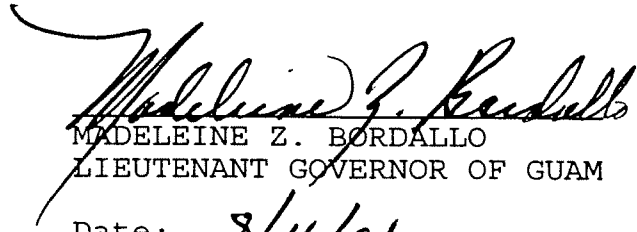
  
\_\_\_\_\_  
ROBERT H. KONO  
ATTORNEY GENERAL, ACTING

  
\_\_\_\_\_  
CARL T. C. GUTIERREZ  
GOVERNOR OF GUAM

Date: 7/16

Date: 8-16-01

ATTESTED:

  
MADELEINE Z. BORDALLO  
LIEUTENANT GOVERNOR OF GUAM  
Date: 8/16/01

CONCURRED:

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

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

**MINA'BENTE SAIS NA LIHESLATURAN GUAHAN  
2002 (SECOND) Regular Session**

**Bill No. 329 (COR)**

Introduced by:

Mark Forbes 

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**AN ACT TO APPROVE THE LEASE FOR THE BICOL  
CLUB OF GUAM.**

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

2           **Section 1. Legislative Findings and Intent.** *I Liheslaturan Guahan* finds  
3 that when the United States Air Force had jurisdiction and control over a  
4 piece of property referred to as the Harmon Cliff Line, they authorized and  
5 issued permits to non-profit organizations for the use of said property. *I*  
6 *Liheslaturan Guahan* further finds that the United States Public Law 103-339  
7 necessitated the relocation of those non-profit organizations. Executive Order  
8 98-13 was issued for the orderly and expeditious transfer by the non-profit  
9 organizations from the Harmon Cliff Line to government of Guam property.  
10 The parcel of property that these organizations can re-locate was identified as  
11 that reserved for the Cultural Center in Dededo under Public Law 22-18. *I*  
12 *Liheslaturan Guahan* finds that the Bicol Club of Guam has complied with the  
13 rules and regulations governing lease of government-owned property. It is

1 the intent of *I Liheslaturan Guahan* to approve said lease as required by §8003  
2 of Public Law 25-47.


3 **Section 2. Approval of Lease.** Notwithstanding any provision of  
4 law, the lease agreement entered into by and between the Bicol Club of Guam  
5 and the Department of Land Management, Government of Guam, is  
6 approved by *I Liheslaturan Guahan*.

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