



EDDIE BAZA CALVO
Governor

RAY TENORIO
Lieutenant Governor

Office of the Governor of Guam.

MAY 19 2016


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

33-16-1659

Office of the Speaker
Judith T. Won Pat, Ed.D

Date: 05-19-16

Time: 3:22 pm

Received By: 

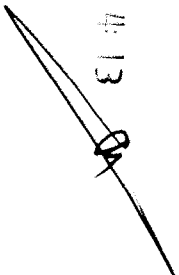
Dear Madame Speaker:

Transmitted herewith is Bill No. 268-33 (LS), "AN ACT TO AUTHORIZE A COMMERCIAL LEASE BETWEEN THE DEPARTMENT OF LAND MANAGEMENT AND THE DEDEDO PAYLESS SUPERMARKET FOR USE OF A PORTION OF THE DEDEDO BUFFER STRIP, AS SPECIFIED BY § 68901 OF ARTICLE 9, CHAPTER 68, TITLE 21, GUAM CODE ANNOTATED," which lapsed into law on May 18, 2016, as Public Law 33-161.

Senseramente,


EDDIE BAZA CALVO

2016 MAY 19 PM 4:13



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

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

This is to certify that **Substitute Bill No. 268-33 (LS), "AN ACT TO AUTHORIZE A COMMERCIAL LEASE BETWEEN THE DEPARTMENT OF LAND MANAGEMENT AND THE DEDEDO PAYLESS SUPERMARKET FOR USE OF A PORTION OF THE DEDEDO BUFFER STRIP, AS SPECIFIED BY § 68901, OF ARTICLE 9, CHAPTER 68, TITLE 21, GUAM CODE ANNOTATED,"** was on the 3rd day of May 2016, duly and regularly passed.



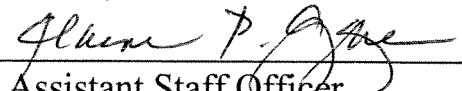
Judith T. Won Pat, Ed.D.
Speaker

Attested:



Tina Rose Muña Barnes
Legislative Secretary

This Act was received by *I Maga'låhen Guåhan* this 5 day of May,
2016, at 4:46 o'clock P.M.



Assistant Staff Officer
Maga'låhi's Office

APPROVED:

EDWARD J.B. CALVO
I Maga'låhen Guåhan

Date: _____

MAY 18 2016

Public Law No. 33-161

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

Bill No. 268-33 (LS)

As substituted by the Sponsor;
and further substituted on the Floor.

Introduced by:

V. Anthony Ada
T. C. Ada
FRANK B. AGUON, JR.
Frank F. Blas, Jr.
B. J.F. Cruz
James V. Espaldon
Brant T. McCreadie
Tommy Morrison
T. R. Muña Barnes
R. J. Respicio
Dennis G. Rodriguez, Jr.
Mary Camacho Torres
N. B. Underwood, Ph.D.
Judith T. Won Pat, Ed.D.

**AN ACT TO AUTHORIZE A COMMERCIAL LEASE
BETWEEN THE DEPARTMENT OF LAND
MANAGEMENT AND THE *DEDEDO* PAYLESS
SUPERMARKET FOR USE OF A PORTION OF THE
DEDEDO BUFFER STRIP, AS SPECIFIED BY § 68901 OF
ARTICLE 9, CHAPTER 68, TITLE 21, GUAM CODE
ANNOTATED.**

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

2 **Section 1. Legislative Statement and Intent.** § 68901(a) of Chapter 68,
3 Article 9 of Title 21, Guam Code Annotated, authorized the Department of Land
4 Management, with the approval of *I Maga'låhi*, after consultation with the *Dededo*

1 Municipal Planning Council, to enter into commercial lease agreements for properties
2 known as the *Dededo* Buffer Strip. These properties have been leased to numerous
3 business establishments and pursuant to law, commercial leases cannot extend more than
4 ten (10) years.

5 In 2004, Payless Supermarket entered into a commercial lease agreement with the
6 Department of Land Management, government of Guam, with concurrence by the
7 *Dededo* Municipal Planning Council, and has maintained a portion of the *Dededo* Buffer
8 Strip, particularly identified as that portion of the *Dededo* Buffer Strip, immediately
9 adjacent to Lot 1-4, Lot 1-R4, Tract 217, Municipality of *Dededo*, as shown on map
10 prepared by Roberto R. Ventura, RLS No. 54, Land Management No. 468FY96, Re-
11 Subdivision Survey Map of Lot 1, Tract 217, Municipality of *Dededo*, recorded under
12 Document No. 552211, and having the same length as the common boundary shared
13 with LESSEE's property, containing an area of 2,410± Square Meters. The lease
14 agreement expired in 2014, and they have requested to enter into another ten (10) year
15 lease with the Department of Land Management, government of Guam. The *Dededo*
16 Municipal Planning Council has supported this request through the passage of
17 Resolution No. 2015-08, dated April 14, 2015, stating that Payless Supermarket has
18 complied with the mandates of the lease agreement by paving the area for parking,
19 beautification and maintenance of the property.

20 Furthermore, § 60112 of Title 21, Guam Code Annotated, as amended, mandated
21 that any government-owned real property *shall not* be leased, sub-leased, exchanged or
22 otherwise transferred without the prior approval by *I Liheslaturan Guåhan*. The *Dededo*
23 Buffer Strip is considered government-owned property, and thereby pursuant to law any
24 lease agreement *shall* be approved by *I Liheslaturan Guåhan*.

25 It is, therefore, the intent of *I Liheslaturan Guåhan* to authorize the Department
26 of Land Management, government of Guam, to enter into a commercial lease agreement
27 with Payless Supermarket for a portion of the *Dededo* Buffer Strip, particularly

1 identified as portion of the *Dededo* Buffer Strip, immediately adjacent to Lot 1-4, Lot 1-
2 R4, Tract 217, Municipality of *Dededo*, as shown on map prepared by Roberto R.
3 Ventura, RLS No. 54, Land Management No. 468FY96, Re-Subdivision Survey Map of
4 Lot 1, Tract 217, Municipality of *Dededo*, recorded under Document No. 552211, and
5 having the same length as the common boundary shared with LESSEE's property,
6 containing an area of 2,410± Square Meters.

7 **Section 2. Approval of commercial Lease Agreement (Exhibit C).**

8 Notwithstanding any other provision of law, *I Liheslaturan Guåhan* authorizes the
9 Department of Land Management, government of Guam, to lease a portion of the
10 *Dededo* Buffer Strip, particularly identified as portion of the *Dededo* Buffer Strip,
11 immediately adjacent to Lot 1-4, Lot 1-R4, Tract 217, Municipality of *Dededo*, as shown
12 on map prepared by Roberto R. Ventura, RLS No. 54, Land Management No. 468FY96,
13 Re-Subdivision Survey Map of Lot 1, Tract 217, Municipality of *Dededo*, recorded
14 under Document No. 552211, and having the same length as the common boundary
15 shared with Tract 217, Lot 1-R4, Municipality of *Dededo*, containing an area of 2,410±
16 Square Meters, for a period of ten (10) years. The commercial lease agreement is
17 attached as Exhibit C and *shall* comply with the provisions of § 68901(a), Chapter 68,
18 Article 9 of Title 21, Guam Code Annotated.

19 **Section 3. Rental Stipulations.**

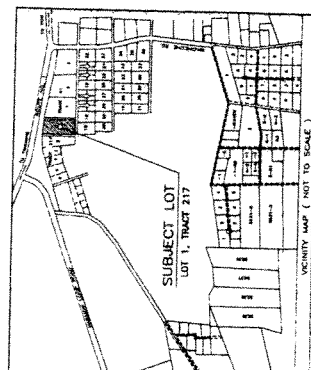
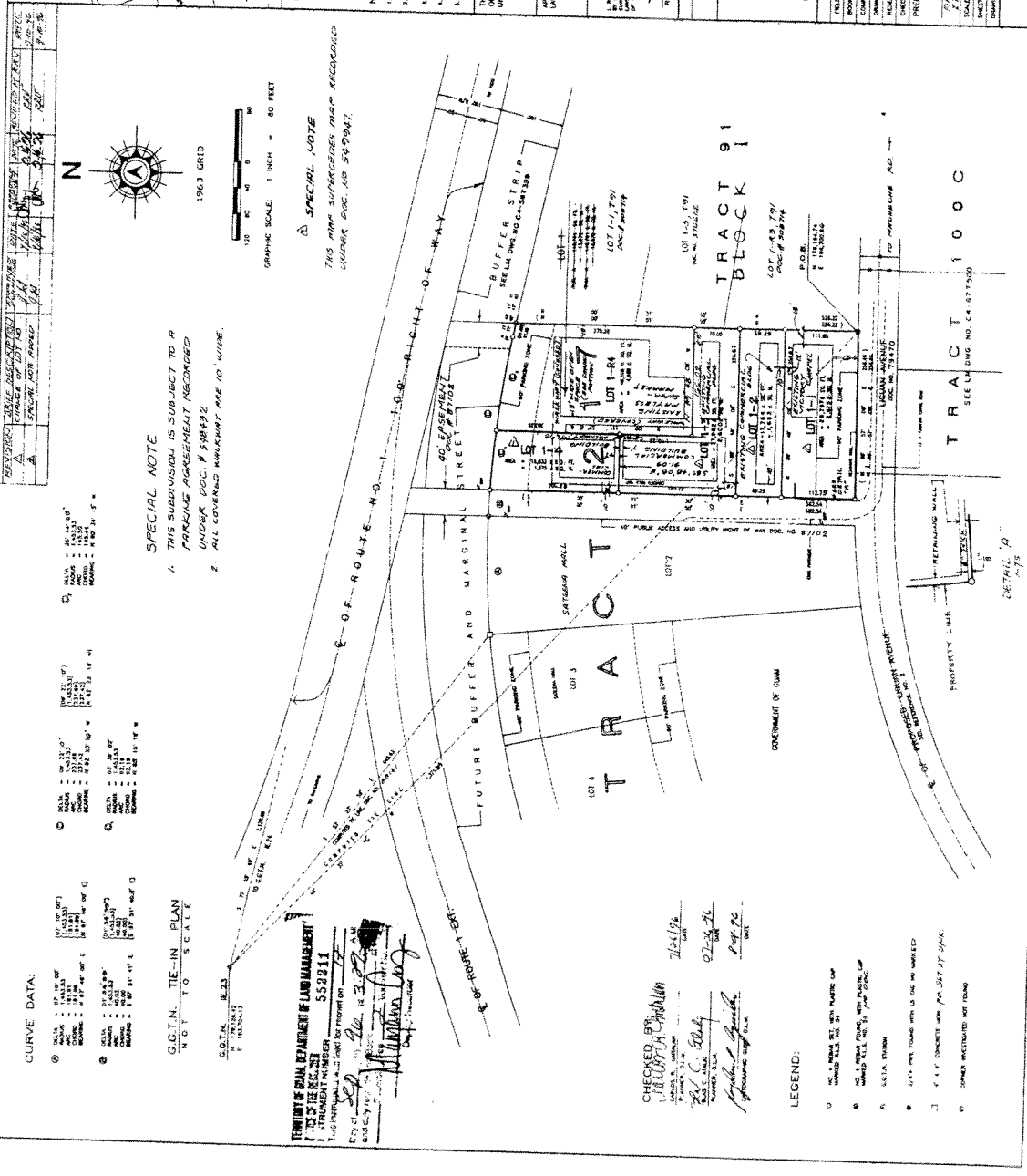
20 Notwithstanding any provision of the lease,
21 the annual rent shall be set at Thirteen Thousand Eight Hundred Ninety Dollars
22 (\$13,890) beginning May 2016, and is to be paid annually in advance at the signing of
23 the lease agreement and on subsequent anniversaries. The rent amount *shall* escalate 3%
24 every three (3) years based on the previous amount for the duration of the lease
25 agreement.

26 **Section 4. Prohibited Use.**

27 The property *shall not* be used so as to make the
property unusable upon the expiration of the lease term. This *shall* include, but *not* be
limited to, such uses as ponding basins.

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

EXHIBIT "A": Dededo Buffer Strip-Payless Supermarket Lease



REFERENCES:
 1. THE CITY OF SAN FRANCISCO, OFFICE OF THE CITY PLANNER, 1998.
 2. THE CITY OF SAN FRANCISCO, OFFICE OF THE CITY PLANNER, 1998.
 3. THE CITY OF SAN FRANCISCO, OFFICE OF THE CITY PLANNER, 1998.

NOTES:
 1. SHOWN ARE THE PROPOSED LOTS AND ARE NOT TO BE CONSIDERED AS A GUARANTEE OF THE CITY OF SAN FRANCISCO.
 2. ALL DIMENSIONS ARE IN FEET, UNLESS OTHERWISE NOTED.
 3. THE SMALL SPACES OF LOT 1, TRACT 217, IS PAVED WITH CONC. ASPHALT & CONCRETE.
 4. THE SMALL SPACES OF LOT 1, TRACT 217, IS PAVED WITH CONC. ASPHALT & CONCRETE.

TERMINAL PLANNER
 DATE: 7-24-96

CERTIFICATE OF SUBDIVISION
 I, the undersigned, being duly qualified, do hereby certify that the information furnished to me by the applicant is true and correct, and that the requirements of the Subdivision Map Act, Chapter 422, Sections 422.01 through 422.09, and the provisions of the Subdivision Map Act, Chapter 422, Sections 422.01 through 422.09, have been complied with.

RE-SUBDIVISION SURVEY MAP
 OF
LOT 1, TRACT 217
 MUNICIPALITY OF DEDEDO

LAND SQUARE: 14 SECTION: 1

SURVEY DATA	DATE	LOT DATA
FIELD BY: [Signature]	NOV 1998	LOT NO. 1
CHECKED BY: [Signature]	DEC 1998	LOT AREA: 1.700
APPROVED BY: [Signature]	JAN 1999	EXISTING USE: [Blank]
		PREPARED BY: [Signature]

PREPARED FOR: SATISFACTION TO, AND APPROVED BY:
 [Signature]
 DATE: 7-26-96

REGISTERED LAND SURVEYOR NO. 54
ROBERTO R. VENTURA
 REGISTERED LAND SURVEYOR NO. 54

DATE: 7-26-96
 DRAWING NO. 1001-20-005A
 SHEET NO. 1 OF 1

TEL. NO. 437-0800
 552211

CURVE DATA:
 1. RADIUS: 17.00 FT.
 2. CHORD: 17.00 FT.
 3. CHORD BEARING: 180.00°
 4. DELTA: 180.00°
 5. TANGENT: 17.00 FT.
 6. SECANT: 17.00 FT.
 7. AREA: 17.00 SQ. FT.
 8. PERIMETER: 17.00 FT.

G.C.T.N. TIE-IN PLAN
 NOT TO SCALE

PROPERTY OF STATE DEPARTMENT OF LAND MANAGEMENT
 552211
 1-10-1998
 [Signature]
 DATE: 7-26-96

GRAPHIC SCALE: 1 INCH = 80 FEET

1983 GRID

SPECIAL NOTE
 THIS MAP SUPERSEDES MAP RECORDED UNDER DOC. NO. 584932.

TRACT 91
 LOT 1-3, 791
 P.O.B. # 308794

TRACT 1000
 SEE DRAWING NO. C-4-073300

TRACT 1001
 LOT 1-4, 791
 P.O.B. # 308794

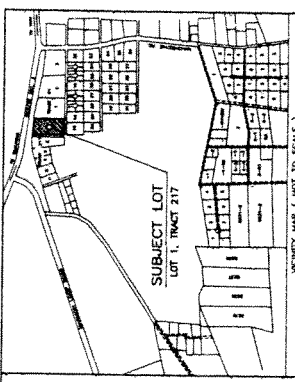
LEGEND:
 1. 10' SETBACK FROM PUBLIC WAY
 2. 10' SETBACK FROM PUBLIC WAY
 3. 10' SETBACK FROM PUBLIC WAY
 4. 10' SETBACK FROM PUBLIC WAY
 5. 10' SETBACK FROM PUBLIC WAY
 6. 10' SETBACK FROM PUBLIC WAY

PROPERTY OF STATE DEPARTMENT OF LAND MANAGEMENT
 552211
 1-10-1998
 [Signature]
 DATE: 7-26-96

PROPERTY OF STATE DEPARTMENT OF LAND MANAGEMENT
 552211
 1-10-1998
 [Signature]
 DATE: 7-26-96

PROPERTY OF STATE DEPARTMENT OF LAND MANAGEMENT
 552211
 1-10-1998
 [Signature]
 DATE: 7-26-96

PROPERTY OF STATE DEPARTMENT OF LAND MANAGEMENT
 552211
 1-10-1998
 [Signature]
 DATE: 7-26-96



REFERENCES:

1. THE CITY OF ALBUQUERQUE, NEW MEXICO, ORDINANCE NO. 10,174, ENACTED FEBRUARY 27, 1974, WHICH AMENDS THE SUBDIVISION MAP ACT, CHAPTER 47, ARTICLES 1 AND 2.
2. THE CITY OF ALBUQUERQUE, NEW MEXICO, ORDINANCE NO. 10,174, ENACTED FEBRUARY 27, 1974, WHICH AMENDS THE SUBDIVISION MAP ACT, CHAPTER 47, ARTICLES 1 AND 2.
3. THE CITY OF ALBUQUERQUE, NEW MEXICO, ORDINANCE NO. 10,174, ENACTED FEBRUARY 27, 1974, WHICH AMENDS THE SUBDIVISION MAP ACT, CHAPTER 47, ARTICLES 1 AND 2.

NOTES:

1. SURVEY WAS MADE ON FOUND CORNERS AS SHOWN.
2. BEARING AND DISTANCE IN PARALLELS AND RECORD DATA, ALL POINTS AND LINE BEARS.
3. ALL DIMENSIONS ARE IN FEET, UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS ARE TO CENTER OF CURVE, UNLESS OTHERWISE NOTED.
5. THE BEARING OF LOT 1, TRACT 217, IS SHOWN WITH CORRECTION FOR CURVATURE OF THE EARTH.

THIS MAP WAS RECORDED FOR THE CITY OF ALBUQUERQUE, NEW MEXICO, UNDER THE SUBDIVISION MAP ACT, CHAPTER 47, ARTICLES 1 AND 2, AND REGULATION NUMBER 10,174, ENACTED FEBRUARY 27, 1974.

APPROVED FOR THE CITY OF ALBUQUERQUE, NEW MEXICO, BY THE CITY CLERK, J. L. GARCIA, ON FEBRUARY 27, 1974.

APPROVED FOR THE CITY OF ALBUQUERQUE, NEW MEXICO, BY THE CITY CLERK, J. L. GARCIA, ON FEBRUARY 27, 1974.

REGISTERED PROFESSIONAL PLANNER
 DATE: 7-22-76

REGISTERED PROFESSIONAL ENGINEER
 DATE: 7-22-76

RE-SUBDIVISION SURVEY MAP
 OF
 LOT 1, TRACT 217
 MUNICIPALITY OF ALBUQUERQUE

LAND SQUARE: 14 SECTION: 14

SURVEY DATA	DATE	LOT NO.	LOT DATA
FILED BY: R. S. GARDNER	1976	LOT 1, TRACT 217	
BOOK NO. 10,174	1976	CORRECTION NO. 10,174	
COMPILED BY: R. S. GARDNER	1976	REGISTERED ON: 7-22-76	
BY THE NAME OF: ALBUQUERQUE, NEW MEXICO			
PREPARED BY: R. S. GARDNER			
CHECKED FOR SATISFACTORY TO, AND APPROVED BY: [Signature]			

DATE: JUL 21 1976

SCALE AS SHOWN

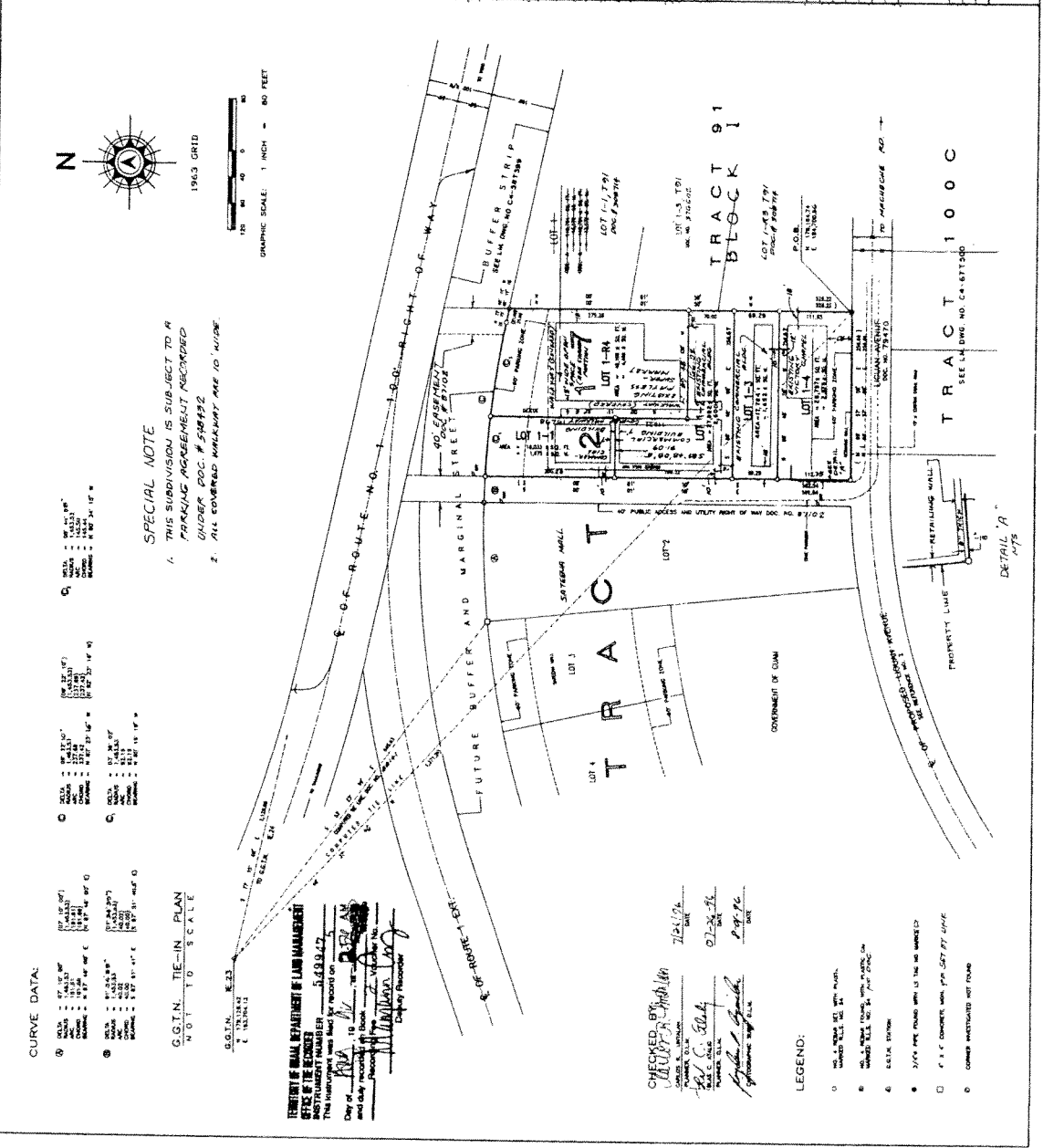
SHEET 1 OF 1

REGISTERED LAND SURVEYOR NO. 54

ROBERTO R. VENTURA

REGISTERED LAND SURVEYOR NO. 54

TEL. NO. 331-0800



DRAWINGS

DRAWING NUMBER: 10611

DRAWING NUMBER: 10611

EXHIBIT "B"

**DEDEDO MUNICIPAL PLANNING COUNCIL
MUNICIPALITY OF DEDED**

RESOLUTION NO. 2015-08

Introduced by:

Melissa B. Savares, Chairperson
Andrew Peter A. Benavente, Vice Chairperson

MEMBERS:

Acda, Romy
Artero, Pascual V.
Chan, Jose-Arthur Jr.
Cruz, Elizia
Espinosa, Laura
Gines, Bernardo

Mafnas, Frank
Makepeace, Annie
Pangelinan, Edith
San Nicolas, Jospeh
Tainatongo, Carmen
Wusstig, Ernie

RECEIVED

DEC 04 2015

 Department of Land Management
Time *[Signature]*

Relative to the Dededo Municipal Planning Council's (DMPC) support of Pay-Less Supermarkets request to lease a portion of the Dededo Buffer Strip, fronting Lot No. 1-4, Lot No. 1-R4, Tract No. 217, in the Municipality of Dededo.

BE IT RESOLVED BY THE DEDEDO MUNICIPAL PLANNING COUNCIL:

WHEREAS, on Tuesday, April 14, 2015, during a DMPC meeting, members reviewed and discussed the request from Pay-Less Supermarkets to renew the lease for a portion of the Dededo Buffer Strip, fronting Lot No. 1-4, Lot No. 1-R4, Tract No. 217; and

WHEREAS, members discussed that in the last ten (10) years, Pay-Less Supermarkets did pave the area for a parking and continue to beautify the property; and

WHEREAS, members agreed that Pay-Less Supermarkets staff continue to maintain the above property in a sanitary manner; and

WHEREAS, members motioned for Pay-Less Supermarkets to pay 6% of the appraised value per square foot for the lease of this property; and

BE IT RESOLVED, that after further discussion, members of the DMPC motioned to approve the lease for this portion of the Dededo Buffer Strip, fronting Lot No. 1-4, Lot No. 1-R4, Tract No. 217; and therefore be it

FURTHER RESOLVED, that the Chairperson of the Dededo Municipal Planning Council certify to and the secretary attest the adoption hereof and that copies of the same be therefore transmitted to the Department of Land Management, Department of Public Works and the Department of Administration.

DULY RECORDED AND REGULARLY ADOPTED BY THE DEDEDO MUNICIPAL PLANNING COUNCIL ON THIS 14th DAY OF April 2015.

[Signature]
MELISSA B. SAVARES, MAYOR OF DEDEDO

[Signature]
YVONNE S. ACDA, Secretary DMPM

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

**DEDEDO BUFFER STRIP
PAYLESS SUPERMARKET LEASE AGREEMENT**

This Agreement, made this ____ day of _____, 2016, by and between the DEPARTMENT OF LAND MANAGEMENT, GOVERNMENT OF GUAM, LESSOR, whose address is P.O. Box 2950, Hagatna, Guam 96932, and PAYLESS SUPERMARKET, LESSEE, whose address is 116 West Chalan Santo Papa, P.M. Calvo Building, Hagatna, Guam 96910; and

WHEREAS, Government of Guam is the owner of the “Dededo Buffer Strip”, Municipality of Dededo, as identified on Land Management Drawing No. C4-58T399, recorded on the 5th day of August, 1960, under Document No. 39272; and

WHEREAS, the commercial lease of portions of the Dededo Buffer Strip has been authorized by Public Law 23-45, which is codified as 21 G.C.A., Subsection 68901, a portion of which was repealed and reenacted by Public Law 24-59, and amended by Public Law 24-237; and

WHEREAS, Public Law ~~33-_____~~ has authorized the renewal of lease for a portion of the Dededo Buffer Strip between the LESSOR AND THE LESSEE.

WHEREAS, LESSEE is the owner of real property immediately adjacent to the Dededo Buffer Strip and has applied with LESSOR in accordance with applicable law to

lease that portion of the Dededo Buffer Strip immediately adjacent to LESSEE's real property (hereafter LEASED PREMISES); and

WHEREAS, the LEASED PREMISES is described as follows and is **Exhibit A**:

That portion of the Dededo Buffer Strip, immediately adjacent to Lot No. 1-4, Lot No. 1-R4, Tract No. 217, Municipality of Dededo, as shown on map prepared by Roberto R. Ventura, RLS No. 54, Land Management No. 468FY96, Re-Subdivision Survey Map of Lot 1, Tract 217, Municipality of Dededo, recorded under Document No. 552211, and having the same length as the common boundary shared with LESSEE's property, containing an area of 2,410± square meters; and

WHEREAS, LESSOR has consulted with the Dededo Municipal Planning Council on the terms and conditions of the LEASE AGREEMENT; and

WHEREAS, LESSEE has been leasing the LEASED PREMISES having already obtained approval of beautification plans for the LEASED PREMISES from the Department of Parks and Recreation in consultation with the Dededo Municipal Planning Council; and

WHEREAS, LESSEE has obtained two appraisals, within six months of the date of execution of this LEASE AGREEMENT, from Guam licensed appraisal companies, of the fair market value of the property to be leased, the average of which will be used in determining the annual lease fee for the LEASED PREMISES.

NOW, THEREFORE, in consideration of the terms and conditions set forth in this LEASE AGREEMENT, the PARTIES agree as follow:

1. The LEASED PREMISES shall be used by LESSEE only for the purposes of public parking, and beautification and landscaping.

2. The annual lease fee, which LESSEE SHALL PAY TO LESSOR, shall be based on a percentage of the fair market value of the LEASED PREMISES. That percentage shall be established by the Dededo Mayor's Municipal Planning Council and is **Exhibit B**. This annual fee does not exceed twenty percent (20%) of the fair market value of the

LEASED PREMISES as per P.L. 24-59. Fair market value and the annual lease fee is **Exhibit C**.

3. LESSOR shall immediately deposit all fees collected under this LEASE AGREEMENT into Department of Administration Account No. 326742802 (the Dededo Municipal Planning Council Buffer Strip Account).

4. This LEASE AGREEMENT shall be effective and commence only upon the date of execution by the Governor of Guam and shall end ten (10) years following the effective date of this LEASE AGREEMENT. In no event shall this LEASE AGREEMENT EXCEED a term of ten (10) years.

5. LESSEE shall provide its first annual lease payment directly to LESSOR at the time LESSEE executes this LEASE AGREEMENT. Thereafter, annual payments shall be made to LESSOR on or before the yearly anniversary of the execution of this LEASE AGREEMENT by the Governor.

6. Should LESSEE fail to meet the annual fee payment obligation, LESSEE shall be in default. Upon failure to cure the default within thirty (30) days after the due date of any payment, LESSOR may terminate the contract without notice and enter upon the premises to take possession thereof. In the event of default under this paragraph, LESSEE shall be liable for the unpaid annual lease fee plus interest as allowed by law.

7. Should LESSEE fail to begin, within three (3) months of the commencement of this LEASE AGREEMENT, or maintain the approved improvements upon the LEASED PREMISES, LESSEE shall be in default and LESSOR may terminate this LEASE AGREEMENT without notice and enter upon the premises to take possession thereof. In the event of default under this paragraph, the annual lease fee shall be kept by the LESSOR as liquidated damages.

8. LESSEE shall not sell, sublet, assign, or transfer in any way the LEASED PREMISES.

9. LESSEE shall indemnify, defend and hold LESSOR harmless against any claim for loss, liability or damage including claims for property demand by third persons for loss,

personal injury or wrongful deaths arising out of any accident on the LEASED PREMISES or in any way related to the LEASED PREMISES.

10. LESSOR shall not be held responsible for, and LESSEE shall indemnify LESSOR against, any claim or suit for loss, liability, or damage on account of any personal injury or death arising out of any accident or incident occurring on the LEASED PREMISES caused by the acts or omissions of LESSEE or its officers, agents, servants or employees.

11. LESSEE shall be responsible for the provision of water and power to the LEASED PREMISES as needed. Water and power are available within 100 feet of the LEASED PREMISES.

12. Should LESSEE change ownership of its private commercial business activity, or sell its assets, this LEASE AGREEMENT shall immediately terminate and the new owner must reapply to lease this property from the Government of Guam.

UPON all the terms and conditions contained herein, LESSOR and LESSEE hereby agree:

LESSOR:

LESSEE:

MICHAEL J.B. BORJA
Director, Department of Land Management

(NAME)
Vice President/Chief Financial Officer
Payless Supermarket

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED:

ELIZABETH BARRETT-ANDERSON
Attorney General of Guam

EDDIE BAZA CALVO
Governor of Guam

Date: _____

Date: _____

Acknowledgements

On this _____ day of _____, 2015, before me, the undersigned notary, personally appeared MICHAEL J.B. BORJA, Director, Department of Land Management (LESSOR), known to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

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

On this _____ day of _____, 2015, before me, the undersigned notary, personally appeared _____, Vice President/Chief Financial Officer, Payless Supermarket (LESSEE), known to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

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