

MEMORANDUM OF AGREEMENT

Between the
U.S. General Services Administration
And the
Guam (State) Historic Preservation Officer
For the Disposal and Reuse of a
450-Acre Site
South Finegayan, Guam
GSA Control Number 9-N-GU-444

WHEREAS, the U.S. General Services Administration (“GSA”) proposes to convey a 450-acre site known as South Finegayan under Public Law 103-339, the Guam Excess Lands Act (the “Act”), to the Government of Guam for public purposes; and

WHEREAS, a Navy *Finding of Suitability to Transfer* dated December 1997 indicates that the prehistoric village of Hila’an, located within the northwestern portion of the site (Attachment A), is listed in the Guam Register of Historic Places, and has been nominated by the Navy to the National Register of Historic Places; and

WHEREAS, the *Government of Guam Plan for Local, Public Benefit Use of 22 Parcels (3200 acres ±) of Federal Excess Lands on Guam* (the “Plan”) certified on September 24, 1996 by the Governor of Guam, lists as a constraint on the site the existence of an historic site within the property: Hila’an (Attachment B); and

WHEREAS, the Plan confirms that the Hila’an site is listed in the Guam Register of Historic Places, and is registered in the Guam Historic Properties Inventory as *Hila’an Complex*, Site No. 66-08-0005; and

WHEREAS, applying the criteria of adverse effect, pursuant to 36 CFR §800.5, GSA and the Guam (State) Historic Preservation Officer (“Guam SHPO”) have determined that the transfer of ownership of said property may result in physical alterations and other adverse effects listed in 36 CFR§800.5(a)(2); and

WHEREAS, pursuant to 36 CFR §800.6, this MOA seeks to resolve any adverse effects that may be created by the property transfer; and

WHEREAS, GSA warrants that such physical alterations or other adverse effects to said property be avoided, minimized or mitigated in accordance with relevant regulatory provisions of the National Historic Preservation Act of 1966, as amended, more specifically, 36 CFR Part 800 – Protection of Historic Properties, and applicable Guam law; and

WHEREAS, the Government of Guam is hereinafter known as the GRANTEE; and

WHEREAS, the Guam Ancestral Lands Commission, created by Guam Public Law 25-45, is the receiving Government of Guam entity for all returned excess federal lands, and it has been invited to be a consulting party and a signatory to this MOA pursuant to 36 CFR §800.6(c);

NOW THEREFORE, GSA and the Guam SHPO agree that the following Historic Covenant will be inserted in the instrument of conveyance and hereinafter run with the land to ensure consistency with the Secretary of Interior Standards for the Treatment of Historic Properties (36 CFR Part 68) and the Secretary of the Interior's Standards and Guidelines for Archeological Documentation (48 Federal Register 447344-37) to avoid adverse effects:

HISTORIC PRESERVATION COVENANT. The prehistoric village of Hila'an, which is listed in the Guam Register of Historic Places, and determined eligible for listing in the National Register of Historic Places, is located within the northwestern portion of the property conveyed by this deed as shown by Attachment B. Hila'an is an archeological site that consists of an extensive latte settlement containing approximately 18 latte located on the coastal flats between the reef and the base of the high cliff line. Rock shelters and caves are also located within the Hila'an Historical Site. The site is registered in the Guam Historic Properties Inventory as the *Hila'an Complex*, Site No. 66-08-0005 (Attachment C).

In its future use of the property herein conveyed, in perpetuity, GRANTEE and its successors and assigns shall protect and maintain the archeological site and abide by the following terms and conditions:

1. No disturbance above or below the ground surface shall be undertaken or permitted to be undertaken on said Hila'an Historical Site, which would adversely affect or diminish the integrity of the property's location, design, setting, materials, workmanship, feeling, or association, without first consulting the Guam SHPO. The Guam SHPO will act in accordance with 36 CFR Part 800, and Title 21 Guam Code Annotated, Chapter 76 – Historical Objects and Sites when requiring the GRANTEE to conduct archeological data recovery or other activities designed to mitigate the adverse effects of the proposed activity on this site. The GRANTEE shall at its own expense conduct such activities in accordance with the Secretary of the Interior's Standards and Guidelines for Archeological Documentation (48 Federal Register 447344-37) and such standards and guidelines as the Guam SHPO may specify, including but not limited to, standards and guidelines for research design, field work, analysis, preparation and dissemination of reports, disposition of artifacts and other materials, and re-internment of human remains;
2. GRANTEE shall make every reasonable effort to prohibit any person from looting, vandalizing or otherwise disturbing said Hila'an Historical Site and shall promptly report any such disturbance to the Guam SHPO;
3. The Guam SHPO shall be permitted at all reasonable times to inspect the archeological site in order to ascertain if the above conditions are being observed;
4. Property disposition, development and treatment will be done in conformance with the Secretary of the Interior's Standards for Archaeology and Historic Preservation, and applicable property development laws of Guam. GRANTEE will make verification of conformance with such standards through consultation with the Guam SHPO;
5. Resolving Objections. In the event that compliance with the Secretary's Standards is impossible or infeasible, the GRANTEE will consult the Guam SHPO for guidance in planning the development of the property, disposition of the property, or treatment of the property. If the GRANTEE and the Guam SHPO are unable to agree, the GRANTEE shall

forward all documentation relevant to the objection to the Advisory Council on Historic Preservation (ACHP).

The GRANTEE and Guam SHPO shall be guided by the following stipulations when resolving objections:

- a. Should the GRANTEE and Guam SHPO object in writing regarding disposition, development and treatment of the property, and if the GRANTEE determines that the objection cannot be resolved through consultation, the GRANTEE shall forward all documentation relevant to the objection to the ACHP, including the GRANTEE's proposed response to the objection. Within 30 days after receipt of all pertinent documentation, the ACHP shall exercise one of the following options:
 - i. Advise the GRANTEE that the ACHP concurs with the GRANTEE's proposed response to the objection, whereupon the GRANTEE will respond to the objection accordingly;
 - ii. Provide the GRANTEE with recommendations, which the GRANTEE shall take into account in reaching a final decision regarding its response to the objection; or
 - iii. Notify the GRANTEE that the objection will be referred for comment pursuant to 36 CFR §800.7(a)(4), and proceed to refer the objection and comment. The GRANTEE shall take the resulting comment into account in accordance with 36 CFR §800.7(c)(4) and Section 110(l) of the NHPA.
 - b. Should the ACHP not exercise one of the above options within thirty (30) days after receipt of all pertinent documentation, the GRANTEE may assume the ACHP's concurrence in its proposed response to the objection.
 - c. The GRANTEE shall take into account any ACHP recommendation or comment provided in accordance with this stipulation with reference only to the subject of the objection; the GRANTEE's responsibility to carry out all actions under this agreement that are not the subjects of the objection shall remain unchanged.
 - d. At any time during implementation of the stipulations in this agreement, should an objection pertaining to this agreement or the effect of the undertaking on historic properties be raised by a member of the public, the GRANTEE shall notify the parties to this agreement and take the objection into account, consulting with the objector and, should the objector so request, with any of the parties to this agreement to resolve the objection.
6. Amendments and Termination. 36 CFR §800.6 (c)(1), (c)(2), (c)(7), (c)(8), and other sections where applicable, shall govern the execution of amendments to, or termination of, this agreement.
- a. Any party to this agreement may propose to the GRANTEE that the agreement be amended, whereupon the GRANTEE shall consult with the other parties to this agreement to consider such an amendment.

- b. If the GRANTEE determines that it cannot implement the terms of this agreement, or if the Guam SHPO, or any signatory determine that the terms of this agreement are not being properly implemented, such party may propose to the other parties to this agreement that it be terminated.
 - c. The party proposing to terminate this agreement shall so notify all parties to this agreement, explaining the reasons for termination and affording them at least twenty-one (21) days to consult and seek alternatives to termination. Should such consultation fail, the GRANTEE or other signatory party may terminate the agreement by so notifying all parties.
 - d. Should this agreement be terminated, the GRANTEE shall either:
 - i. Consult in accordance with 36 CFR §800.6 to develop a new MOA; or,
 - ii. Request the comments of the ACHP pursuant to §800.7(a).
7. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the UNITED STATES or the Guam SHPO may, following reasonable notice to the GRANTEE, institute any action to enjoin said violation or to recover the property; and
 8. The failure of the UNITED STATES or the Guam SHPO to exercise any right or remedy under this provision shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.
 9. Sunsetting. Pursuant to 36 CFR §800.6(c)(5), if the undertaking, that is, the conveyance of the property, has not occurred by June 30, 2008, this agreement shall be considered null and void. In such event, the GRANTEE shall so notify the parties of this agreement, and if it chooses to continue with the undertaking, shall re-initiate review of the undertaking in accordance with 36 CFR Part 800.
 10. Monitoring. The Guam SHPO will annually monitor compliance with the stipulations, terms, and conditions of this MOA.

The acceptance of the delivery of the deed shall constitute conclusive evidence of the agreement of the GRANTEE to be bound by the stipulations, terms, conditions, restrictions, and limitations, and to perform the obligations herein set forth.

Execution of this Memorandum of Agreement by GSA and the Guam SHPO, its subsequent acceptance by the ACHP, and implementation of its terms, evidence that GSA has afforded the ACHP an opportunity to comment on the transfer of ownership of the South Finegayan site and its effects on historic properties, and that GSA has taken into account the effects of the undertaking on historic properties.

SIGNATURES APPEAR ON FOLLOWING PAGE

U.S. GENERAL SERVICES ADMINISTRATION

BY: Peter G. Stamison DATE: 6/21/07
Peter G. Stamison
Regional Administrator (9A)

GOVERNMENT OF GUAM
HISTORIC PRESERVATION OFFICE

BY: Joseph W. Duenas DATE: 25 Jun/07
Joseph W. Duenas
Acting State Historic Preservation Officer

CONCUR BY CONSULTING PARTIES:

GOVERNMENT OF GUAM
GUAM ANCESTRAL LANDS COMMISSION

BY: Anita Flores Orlino DATE: 7/30/07
Anita Flores Orlino
Chairperson

U.S. GENERAL SERVICES ADMINISTRATION

BY: Peter G. Stamison DATE: 6/21/07
Peter G. Stamison
Regional Administrator (9A)

GOVERNMENT OF GUAM
HISTORIC PRESERVATION OFFICE

BY: [Signature] DATE: 25 Jul 07
Joseph W. Duenas
Acting State Historic Preservation Officer

CONCUR BY CONSULTING PARTIES:

GOVERNMENT OF GUAM
GUAM ANCESTRAL LANDS COMMISSION

BY: Anita Flores Orlino DATE: 7/30/07
Anita Flores Orlino
Chairperson

U.S. GENERAL SERVICES ADMINISTRATION

BY: Peter G. Stamison DATE: 6/21/07
Peter G. Stamison
Regional Administrator (9A)

GOVERNMENT OF GUAM
HISTORIC PRESERVATION OFFICE

BY: Joseph W. Duenas DATE: 25 Jun/07
Joseph W. Duenas
Acting State Historic Preservation Officer

CONCUR BY CONSULTING PARTIES:

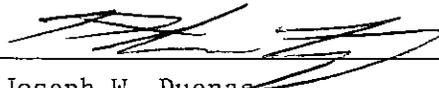
GOVERNMENT OF GUAM
GUAM ANCESTRAL LANDS COMMISSION

BY: Anita Flores Orlino DATE: 7/30/07
Anita Flores Orlino
Chairperson

U.S. GENERAL SERVICES ADMINISTRATION

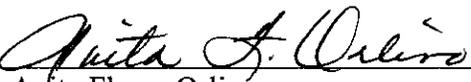
BY:  DATE: 6/21/07
Peter G. Stamison
Regional Administrator (9A)

GOVERNMENT OF GUAM
HISTORIC PRESERVATION OFFICE

BY:  DATE: 25 JUN 07
for Joseph W. Duenas
Acting State Historic Preservation Officer

CONCUR BY CONSULTING PARTIES:

GOVERNMENT OF GUAM
GUAM ANCESTRAL LANDS COMMISSION

BY:  DATE: 7/30/07
Anita Flores Orlino
Chairperson

ATTACHMENT A

Final FOST - South Finegayan
Date: December 1997

Section No.: 5
Page: 8 of 10

starling (*Aplonis opaca guami*). (Refer to Section 3.5, Natural Resources, of the EBS Report for a more detailed discussion.)

Although neither sea turtle foraging nor turtle nesting has been documented near the South Finegayan site, many of the shallower reefs could be suitable foraging areas and the beaches on the southwestern coastline of the site may be suitable nesting areas. Green sea turtles, a Guam and federally listed threatened species, are known to sometimes nest on beaches in northern Guam. Additionally, the coral reefs located off the South Finegayan site coastline are considered a sensitive resource.

5.2.3 Cultural or Historical Resources

The prehistoric village of Hilaan, which is listed in the Guam Register, is located within the northwestern portion of the South Finegayan site. Hilaan is an extensive latte settlement containing approximately 18 latte located on the coastal flats between the reef and the base of the high cliff line. Rock shelters and caves are also located within the Hilaan Historical Site.

Southeast of, and adjacent to, the South Finegayan site is the Latte Stone Park. The park is represented by a single 10-pillar latte on top of the limestone plateau. This park is considered to have archaeological/scientific significance because it represents one of the few known latte settlements in the northern limestone plateau. Although the general area has received major impacts over the past 50 years, buried cultural deposits should still exist. Cultural artifacts were found up to 200 feet north and south of the latte, and it was observed that occasional patches of dark soil and scattered pottery shards were discovered as far away as 900 feet north [of the latte].

5.2.4 Solid Waste

Dumping of domestic waste (e.g., trash, appliances, automobiles) was observed approximately 1,500 feet west of the Building 822/832 area during the physical reconnaissance. The United States is responsible for the removal and proper disposal of identified solid waste piles prior to property transfer.

EXHIBIT A

LEGAL DESCRIPTION

GUAM LAND USE PLAN (1977) SOUTH FINEGAYAN PARCEL
PACIFIC DIVISION, NAVAL FACILITIES ENGINEERING COMMAND
LAND EXCESS ITEM NUMBER 122

All that certain parcel of land described in Schedule 1, attached hereto and made a part hereof, as "NAVAL RADIO STATION (R), SOUTH FINEGAYAN GLUP RELEASABLE LANDS" containing 456.4432 acres as shown on NAVFAC Drawing No. 7,313,465, marked Schedule 2, attached hereto and made a part hereof, less the parcel of land described as "EXCLUSION PARCEL A" containing 6.2219 acres as shown on NAVFAC Drawing No. 7,919,880, marked Schedule 3, attached hereto and made a part hereof for a net area of 450.2213 acres.

RESERVING, HOWEVER, to the UNITED STATES OF AMERICA, and its successors and assigns, in perpetuity, non-exclusive easements for utility and access purposes (as described herein) in, on, under, over and through Easements "1A", "2A", "3A" and "0" as more particularly described in Schedules 4 through 7, attached hereto and made a part hereof, and as shown on said Schedule 2 hereto, together with the right of access thereto.

LIST OF SCHEDULES:

- (1) Description of Property: Excess Item No. 122
- (2) NAVFAC Drawing No. 7,313,465
- (3) NAVFAC Drawing No. 7,919,880
- (4) Description for Easement "1A"
- (5) Description for Easement "2A"
- (6) Description for Easement "3A"
- (7) Description for Easement "0"

DESCRIPTION OF PROPERTY: EXCESS ITEM NO. 122

NAVAL COMPUTER AND TELECOMMUNICATIONS AREA MASTER STATION, WESTPAC

SOUTH FINEGAYAN PARCEL

Land Situated at the Municipality of Dededo, Guam,
Territory of Guam, Mariana Islands

Being a portion of the land acquired by the Naval Government of Guam in Civil Case No. 10-50, Declaration of taking in which was filed in the Superior Court of Guam on March 27, 1950, and Amended Declaration of Taking filed in the District court of Guam on February 17, 1955, all of which lands were transferred to the United States of America by Presentation No. 22063 recorded in Book 3 of Deeds at page 31, this portion being more particularly described as follows:

Beginning of the southwesterly corner of this parcel of land, a point of beginning being N 27 04' 19" East 7,483.11 feet (2,280.857 meters) from Triangulation AMANTES and the coordination of said point of beginning based on the Land and Claims Commission (L&CC) 1945 Triangulation Survey, being 192,919.32 feet (58,801.927 meters) North and 185,630.82 feet (56,580.388 meters) East, and running by courses measures counterclockwise by bearing and distances:

1. S 61 39' 25" E 6,218.08 feet (1,895.275 meters) along the north-easterly boundary of parcel Andersen Communication Annex No. 1 AJKD;
2. N 28 20' 34" E 835.22 feet (254.576 meters) along the south-easterly side of this parcel of land;
3. Due North 790.79 feet (241.033 meters) along the easterly side of this parcel of land;
4. N 61 01' 39" W 1,057.32 feet (322.272 meters) along same;
5. Due South 37.70 feet (11.491 meters) along same;

Thence along the same side of this parcel of land, on a curve to the right with a radius of 202.14 feet (61.612 meters) the chord bearing and distance being;

SCHEDULE 1

- | | | |
|-----|----------------|---|
| 6. | S 29 39' 31" W | 200.05 feet (60.975 meters); |
| | | Thence along the same side on a curve to the left with a radius of 414.77 feet (126.422 meters) the chord bearing and distance being; |
| 7. | S 44 15' 39" W | 215.45 feet (65.669 meters); |
| 8. | S 29 12' 28" W | 110.84 feet (33.784 meters) along same; |
| 9. | N 60 47' 32" W | 409.23 feet (127.734 meters) along same; |
| 10. | N 28 58' 21" E | 550.00 feet (167.640 meters) along same; |
| 11. | S 61 01' 39" E | 100 feet (30.480 meters) along same; |
| 12. | N 28 58' 21" E | 2,400.65 feet (731.720 meters) along same; |
| 13. | N 55 00' 21" W | 1,354.56 feet (412.871 meters) along the north-easterly side of this parcel of land; |
| 14. | N 55 00' 21" W | 534.02 feet (162.770 meters) along same; |
| 15. | N 55 00' 21" W | 648.00 feet (197.511 meters) along same; |
| 16. | N 55 00' 21" W | 973.79 feet (296.812 meters) along same; |
| 17. | N 55 00' 21" W | 449.72 feet (137.075 meters) along same; |
| 18. | S 35 10' 23" W | 4,437.35 feet (1,352.507 meters) along the north-westerly side of this parcel of land, along the Mean Lower Low Water (MLLW), to the point of beginning and containing an area of 456.4432 acres, more or less. |

The above described parcel is shown and delineated as NAVCAMS WESTPAC SOUTH FINEGAYAN, on NAVFAC Drawing No. 7,313,465 (Sheet 6 of 8).

EXCLUDING, HOWEVER, the following described parcel of land:

NAVCAMS WESTPAC SOUTH FINEGAYAN EXCLUSION PARCEL A

Beginning of the southwesterly corner of this parcel of land, a point of beginning being N 67 18' 53" East 9,622.74 feet from Triangulation AMANTES and the coordination of said point of beginning based on the Land and Claims

Commission (L&CC) 1945 Triangulation Survey, being 189,967.29 feet North
191,103.48 feet East, and running by courses measured clockwise by bearing and
distances:

Commencing at said point being the POINT OF BEGINNING:

thence N 61 39' 25" W 390.0900 feet,

thence N 28 53' 30" E 594.7192 feet,

thence N 89 28' 13" E 438.9579 feet,

thence S 28 20' 34" W 806.6500 feet,

to the POINT OF BEGINNING: and containing an area of 6.2219 acres, more or
less.

The above described parcel is shown and delineated as EXCLUSION PARCEL A on
NAVFAC Drawing No. 7,919,880 (Sheet 6A of 8).

SUMMARY OF ACREAGES:

SOUTH FINEGAYAN PARCEL:	456.4432 ACRES
LESS: EXCLUSION PARCEL A:	6.2219 ACRES
NET AREA:	<u>450.2213</u> ACRES

RESERVED EASEMENT PARCEL 1A (NAVCAMS WESTPAC SOUTH FINEGAYAN AREA) NCSF

Beginning of the northeast corner of this strip of land, said point of beginning being N 17°42'24"E 1,057.888 feet (322.445 meters) from Corner Mounment GC 14D and the coordinates of said point of beginning based on the Land and Claims Commission (L&CC) 1945 Triangulation Survey, being 191,584.711 feet (58,395.137 meters) North and 190,295.020 feet (58,002.038 meters) and running by courses measured clockwise by bearings and distances:

1. S 44° 53' 31" E 1,144.775 feet (348.928 meters) along the northeast side of this strip of land;
2. S 89° 28' 13" W 34.968 meters (10.658 meters) along the northerly side of Coral Tree Drive Easement Parcel 0;
3. N 44° 53' 31" W 1,113.202 feet (339.305 meters) along the southwesterly side of this strip of land;
4. N 29° 12' 28" E 25.994 feet (7.923 meters) along the nrthwesterly end of the strip of land, to the point of beginning and containing an area of 28,224.27 square feet
= 0.648 ares
= 2,622.13 square meters

The above described easement is shown and delineated as Easement Parcel 1A, reserved easement for underground telephone cables, on NAVFAC Drawing No 7,313,465 (Sheet 6 of 8)

RESERVED EASEMENT PARCEL 1A (NAVCAMS WESTPAC SOUTH FINEGAYAN AREA) NCSF

Beginning of the northeast corner of this strip of land, said point of beginning being N 17°42'24"E 1,057.888 feet (322.445 meters) from Corner Mounment GC 14D and the coordinates of said point of beginning based on the Land and Claims Commission (L&CC) 1945 Triangulation Survey, being 191,584.711 feet (58,395.137 meters) North and 190,295.020 feet (58,002.038 meters) and running by courses measured clockwise by bearings and distances:

1. S 44° 53' 31" E 1,144.775 feet (348.928 meters) along the northeast side of this strip of land;
2. S 89° 28' 13" W 34.968 meters (10.658 meters) along the northerly side of Coral Tree Drive Easement Parcel 0;
3. N 44° 53' 31" W 1,113.202 feet (339.305 meters) along the southwesterly side of this strip of land;
4. N 29° 12' 28" E 25.994 feet (7.923 meters) along the nrthwesterly end of the strip of land, to the point of beginning and containing an area of 28,224.27 square feet
= 0.648 ares
= 2,622.13 square meters

The above described easement is shown and delineated as Easement Parcel 1A, reserved easement for underground telephone cables, on NAVFAC Drawing No 7,313,465 (Sheet 6 of 8)

RESERVED EASEMENT PARCEL 2A (NAVCAMS WESTPAC SOUTH FINEGAYAN AREA) NCSF

Beginning of the northwesterly corner of this strip of land, a point of beginning being N 02°19'40.8"E 1,108.31 feet (337.814 meters) from Corner Monument GC 14D and the coordinates of said point of beginning based on the Land and Claims Commission (L&CC) 1945 Triangulation Survey, being 191,684.34 feet (58,425.504 meters) North and 190,018.29 feet (57,917.691 meters) East and running by courses measured counterclockwise by bearings and distances:

1. S 12° 47' 49" W 768.42 feet (234.215 meters) along the westerly side of this strip of land;
2. S 77° 12' 11" E 20.14 feet (6.139 meters) along the southerly end of this strip of land; Thence along the westerly side right-of-way of Beach Road. Easement Parcel G-4, on a curve to the right with a radius of 351.32 feet (107.083 meters), the chord bearing and distance being:
180.30 feet (54.956 meters);
3. N 14° 47' 49" E 580.82 feet (177.034 meters) along the easterly side of this strip of land;
4. N 12° 47' 49" E 26.06 feet (7.943 meters) along the northerly end of this strip of land, to the point of beginning and containing an area of 17,256 square feet.
= 0.3961 acres
= 1,603.14 square meters

The above described easement is shown and delineated as Reserved Easement Parcel 2A, reserved easement for Underground Telephone Cables, on NAVFAC Drawing No. 7,313,465, (Sheet 6 of 8).

REPRODUCED AT GOVERNMENT EXPENSE

RESERVED EASEMENT PARCEL 3A (NAVCAMS WESTPAC SOUTH FINEGAYAN AREA) NCSF

Beginning at the southeasterly side of this parcel of land, at a point of beginning being N 10° 27' 26" E 1625.23 feet (495.371 meters) from Corner Monument GC 14D and the coordination of said point of beginning based on the Land and Claims Commission (L&CC) 1945 Triangulation Survey, being 192,175.18 feet (58,575.113 meters) North and 190,268.25 feet (57,993.879 meters) East, and running by courses measured clockwise by bearings and distances:

1. N 61° 01' 39" W 100.00 feet (30.480 meters) along the southeasterly side of this parcel of land;
2. S 28° 58' 21" W 180.00 feet (54.864 meters) along same;
3. N 61° 01' 39" W 75.00 feet (22.860 meters) along the southwesterly side of this parcel of land;
4. N 28° 58' 21" E 552.00 feet (168.250 meters) along the northwesterly side of this parcel of land;
5. N 77° 30' 00" E 233.56 feet (71.189 meters) along same;
6. S 28° 58' 21" W 526.68 feet (160.532 meters) along the southeasterly side of this parcel of land, to the point of beginning and containing an area of 92,134.35 square feet.
= 2.1151 acres
= 8,559.60 square meters

The above described easement is shown and delineated as Easement Parcel 3A, reserved easement for Underground Telephone Cables, on NAVFAC Drawing No. 7,313,465 (Sheet 6 of 8)

REPRODUCED AT GOVERNMENT EXPENSE

RESERVED EASEMENT PARCEL - 0 (NAVCAMS WESTPAC SOUTH FINEGAYAN AREA) NC SF

Beginning at the easterly side of this strip of land, at a point of beginning being 24.99 feet (7.620 meters) from the corner No.3 of the herein above described parcel NAVCAMS WESTPAC South Finegayan and the coordinates of said point of beginning based on the Land and Claims Commission (L&CC) 1945 Triangulation Survey, being 190,727.38 feet (58,133.822 meters) North, and 191,500.00 feet (58,369.317 meters) East, and running by courses measured clockwise by bearings and distances:

1. Due South 24.99 feet (7.620 meters) along the easterly boundary of parcel NAVCAMS WESTPAC South Finegayan;

2. S 28°20'35" W 28.57 feet (8.707 meters) along same;

3. S 89°28'13" W 1,466.30 feet (446.928 meters) along the southerly side of this strip of land;

Thence along the southeasterly side of this strip of land on a curve to the left with a radius of 50.00 feet (15.240 meters) the chord bearing and distance being;

4. S 44°28'13" W 70.71 feet (21.553 meters);

5. N 00°31'47" W 200.00 feet (60.960 meters) along the easterly side of Easement Parcel G-4;

Thence along the northeasterly side of this strip of land, on a curve the left with a radius of 50.00 feet (15,240 meters) the chord bearing and distance being;

6. S 45°31'47" E 70.71 feet (21.553 meters);

7. N 89°28'13" E 1,480.78 feet (451.343 meters) along the northerly side of this strip of land;

8. Due South 50.00 feet (15.240 meters) along the westerly boundary of parcel NAVCAMS WESTPAC South Finegayan, to the point of beginning and containing an area of 153,935 square feet.

= 3.5339 acres

= 14,301.11 square meters

The above described easement is shown and delineated as Easement Parcel 0

reserved easement for Coral Tree Drive on NAVFAC Drawing No. 7,313,465

(Sheet 6 of 8).

SCHEDULE 7

ATTACHMENT B

*Designation: South Finegayan
Area: 445 Acres*



Northwestern Coastal Plain
Municipality of Dodado

AUTHORIZED PUBLIC BENEFIT USE: Conservation Management
LAND USE DISTRICT DESIGNATION: Rural

PROPERTY DESCRIPTION: An undeveloped area covered by moderately dense jungle and limestone forest on the elevated, level portion of the land, dropping sharply off into a steep seaward cliffline leading to additional limestone forest and coconut palm groves fringing the ocean beach.

ADJACENT PROPERTY USES: Parcel No. 1 is situated next to the existing NCTAMS WESTPAC family housing area on its southwest side.

INFRASTRUCTURE: Adjacent Navy property is fully serviced by all utilities with easements for same crisscrossing Parcel No. 1 at a dozen or more locations. Sewer lines, power and communication's easements (buried cable) run through Parcel No. 1, some active, some not. No direct utility service extends to Parcel No. 1 at this time.

CONSTRAINTS: With exception of "Lost Pond" located between the ocean beach and cliff face and Slide Erosion Zones which run along the cliffline, all constraints placed on Parcel No. 1 are manmade. Two (2) historic sites exist within the property, known by their local place names HILA'AN, and HAPUTO (Hila'an is listed on the National Register of Historic Places). All utilities and easements for utilities are reserved and governed by law. Some environmental cleanup is required at the "installation restoration area" located near the Navy's family housing area. Access to Parcel No. 1 is limited because other federal excess land (to be released concurrently) must be crossed to gain entry to the site.

FUNCTIONAL USE POTENTIALS: The Government of Guam's Department of Parks and Recreation recommends reservation of 136 acres of South Finegayan as a historic site identified as the site of the historic Chamorro Village of Hila'an. A hiking trail system leading to "Lost Pond" has been proposed. Otherwise, and after consideration of location, topography constraints, adjacent land use and access to Parcel No. 1 is deemed an ideal site for planned community development allowing single and multi-family residential and mixed commercial use including municipal services. Further planning of property potentials on a comprehensive basis which takes full account of adjacent property uses is recommended.

PRIVATE PROPERTY INTERESTS: As indicated by the ownership tables given hereafter and the drawing of the parcel, Parcel No. 1 consists of several assembled lots of land, some of which were previously owned privately and taken through condemnation and another which was previously claimed by the U.S. The largest lot, separating the several smaller lots, is the lot the U.S. claimed previous ownership in. This historic ownership configuration may influence future ownership outcomes and property uses and should, therefore be carefully considered when future planning for Parcel No 1's overall use is carried out.

DISCLOSURE: Under federal law applicable to Guam and the laws of Guam, future private property interests, including common aboriginal interests, may attach to and/or exist in this parcel of federal excess lands which remain unextinguished and therefore potentially subject of a future claim(s) to ownership.

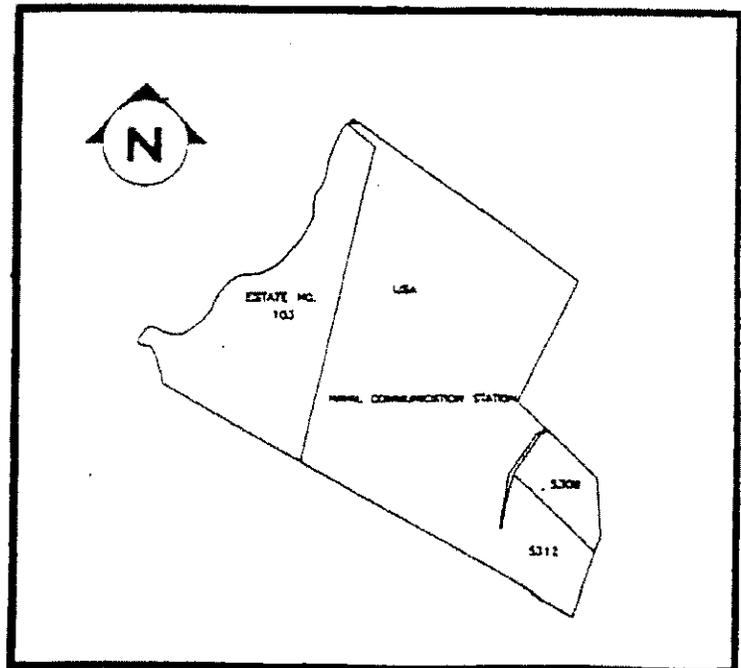
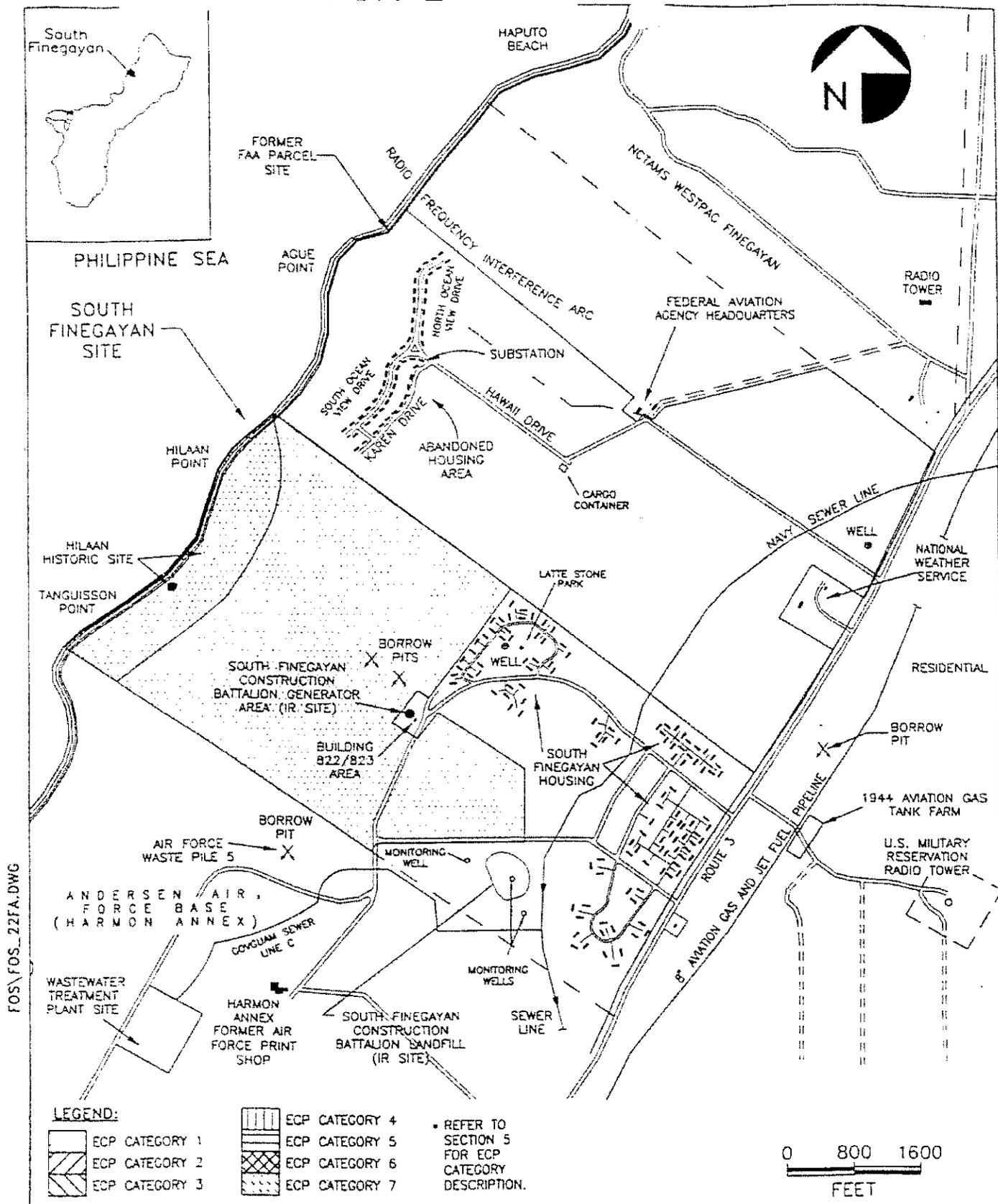


EXHIBIT B



Source: USGS Topographic Maps, Ritidian Point and Dededo Quadrangles, 1975

EBS Findings – South Finegayan Site
FOST Report, Guam

FIGURE
2-1

ATTACHMENT C

BACKGROUND INFORMATION AND PROPOSED LANGUAGE OF

HISTORIC PRESERVATION COVENANT

(to be included in the Deed of Conveyance)

The prehistoric village of Hila'an, which is listed in the Guam Register of Historic Places, and determined eligible for listing in the National Register of Historic Places, is located within the northwestern portion of the property conveyed by this deed as shown by Attachment B. Hila'an is an archeological site that consists of an extensive latte settlement containing approximately 18 latte located on the coastal flats between the reef and the base of the high cliff line. Rock shelters and caves are also located within the Hila'an Historical Site. The site is registered in the Guam Historic Properties Inventory as the *Hila'an Complex*, Site No. 66-08-0005.

This historic preservation covenant is a binding covenant that runs with the land and is binding on the grantee and its successors, assigns and assignees in perpetuity. Restrictions, stipulations and covenants contained herein shall be inserted by the grantee verbatim or by explicit reference in any deed or other legal instrument by which it conveys either fee simple or any lesser estate of all or part of the real estate that contains a site.

The deed covenant shall read substantially as follows:

"In its future use of the property herein conveyed, in perpetuity, GRANTEE and its successors, assigns and assignees shall protect and maintain the archeological site and abide by the following terms and conditions:

1. No disturbance above or below the ground surface shall be undertaken or permitted to be undertaken on said Hila'an Historical Site, which would adversely affect or diminish the integrity of the property's location, design, setting, materials, workmanship, feeling, or association, without first consulting the Guam State Historic Preservation Officer (Guam SHPO). The Guam SHPO will act in accordance with 36 CFR Part 800, and Title 21 Guam Code Annotated, Chapter 76 – Historical Objects and Sites when requiring the GRANTEE to conduct archeological data recovery or other activities designed to mitigate the adverse effects of the proposed activity on this site. The GRANTEE shall at its own expense conduct such activities in accordance with the Secretary of the Interior's Standards and Guidelines for Archeological Documentation (48 Federal Register 447344-37) and such standards and guidelines as the Guam SHPO may specify, including but not limited to, standards and guidelines for research design, field work, analysis, preparation and dissemination of reports, disposition of artifacts and other materials, and re-internment of human remains;

2. GRANTEE shall make every reasonable effort to prohibit any person from looting, vandalizing or otherwise disturbing said Hila'an Historical Site and shall promptly report any such disturbance to the Guam SHPO;
3. The Guam SHPO shall be permitted at all reasonable times to inspect the archeological site in order to ascertain if the above conditions are being observed;
4. Property disposition, development and treatment will be done in conformance with the Secretary of the Interior's Standards for Historic Preservation, and applicable property development laws of Guam. The GRANTEE will make verification of conformance with such standards through consultation with the Guam SHPO;
5. In the event that compliance with the Secretary's Standards is impossible or infeasible, the GRANTEE will consult the Guam SHPO for guidance in planning the development of the property. If the GRANTEE and the Guam SHPO are unable to agree on the proposed development, the GRANTEE shall forward all documentation relevant to the dispute to the Advisory Council on Historic Preservation. The GRANTEE, the Guam SHPO and the Advisory Council on Historic Preservation shall reach an agreement regarding the proposed development.
6. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the UNITED STATES OF AMERICA or the Guam SHPO may, following reasonable notice to the GRANTEE, institute an action to enjoin said violation or to recover the property; and
7. The failure of the UNITED STATES OF AMERICA or the Guam SHPO to exercise any right or remedy under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time."