Outlook

Messages & Communications Doc. No. 38GL-26-2056 through 2063.

From 38th Committee On Rules <committeeonrules@guamlegislature.gov>
Date Mon 3/16/2026 4:51 PM
To Guam Legislature Clerks <clerks@guamlegislature.gov>
Cc Frank Blas Jr. <speakerblas@guamlegislature.gov>

5 attachments (13 MB)
31626COMM Doc. No. 38GL-26-2056.pdf; 31626COMM Doc. No. 38GL-26-2059.pdf; 31626COMM Doc. No. 38GL-26-2060.pdf; 31626COMM Doc. No. 38GL-26-2062.pdf; 31626COMM Doc. No. 38GL-26-2061.pdf;

Håfa Adai Clerks Office,

Please see attached, **Messages & Communications Doc. No. 38GL-26-2056 through 2063** for processing:

√	**38GL-26-2056**	Department of Public Health and Social Services	Acting Director Designation of PeterJohn D. Camacho, MPH, for the Department of Public Health and Social Services from March 14, 2026 to March 22, 2026*
√	**38GL-26-2057**	Guam Preservation Trust	Board Meeting Packet for March 11, 2026*
√	**38GL-26-2058**	CHamoru Land Trust Commission	Board Meeting packet for November 20, 2025, December 18, 2025 and January 15, 2026*
√	**38GL-26-2059**	Department of Public Health and Social Services	Guam Board of Allied Health Examiners Regular Board Meeting Packet for March 13, 2026*
√	**38GL-26-2060**	Government of Guam Retirement Fund	Acting Director Designation of Diana T. Bernardo, for the Government of Guam Retirement Fund from March 16, 2026 to March 20, 2026.
√	**38GL-26-2061**	Office of the Governor of Guam	Appointment and Supporting Documents for Justin D.A. Gera, Member (Youth Member Representative), Parks and Recreation Commission.
√	**38GL-26-2062**	Department of Revenue and Taxation	Income Tax Refund Status Report for the Month Ending February 2026*
√	**38GL-26-2063**	CHamoru Land Trust Commission	Board Meeting Packet for March 19, 2026*

Please retrieve Doc. No. 38GL-26-2057, 2058 and 2063 from link below:

Messages & Communications Physical Scanned Copy - Google Drive

Kindly reply to this email

Si Yu'os ma'åse',

Marie Crisostomo

Committee on Rules Assistant

COMMITTEE ON RULES

Vice Speaker V. Anthony Ada, Chairperson

I Mina'trentai Ocho Na Liheslaturan Guåhan

38th Guam Legislature

Disclaimer: The content of this email is intended for the person or entity to which it is addressed only. This email may contain confidential information. If you are not the person to whom this message is addressed, be aware that any use, reproduction, or distribution of this message is strictly prohibited. If you received this in error, please contact the sender at committeeonrules@guamlegislature.gov and immediately delete this email and any attachments.

Messages and Communications 38GL-26-2058*

2 messages

Speaker Frank Blas Jr. <speakerblas@guamlegislature.gov> Fri, Mar 13, 2026 at 4:43 PM
To: 38th Committee On Rules <committeeonrules@guamlegislature.gov>, Sabrina Salas Matanane <office.senatorbri@guamlegislature.gov>

Håfa adai,

Please see attached M&C Doc. No. 38GL-26-2058

38GL-26-2058	CHamoru Land Trust Commission	Board Meeting packet for November 20, 2025, December 18, 2025 and January 15, 2026*

Si Yu'os Ma'åse'

Bernice Rivera

Administrative Assistant

Office of Speaker Frank F. Blas, Jr.

I Mina'trentai Ocho na Liheslaturan Guåhan 38th Guam Legislature

Guam Congress Building, 163 Chalan Santo Papa, Hagatña

(671)969-6456
speakerblas@guamlegislature.gov

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---------- Forwarded message ---------
From: **Jessica Dayday** <jessica.dayday@cltc.guam.gov>
Date: Fri, Mar 13, 2026 at 2:07 PM
Subject: Meeting Packet Submission: CHamoru Land Trust Commission – 11/20/2025, 12/18/2025, 01/15/2026
To: <speakerblas@guamlegislature.gov>
Cc: Ebony Tenorio <ebony.tenorio@cltc.guam.gov>, Dexter Tan <dexter.tan@cltc.guam.gov>

Håfa Adai Speaker Blas,
The CHamoru Land Trust Commission is respectfully transmitting the electronic meeting packets for the following regular board meetings:

November 20, 2025

December 18, 2025

January 15, 2026

Please acknowledge receipt of these documents for our records. Should your office require additional information or hard copies, please contact us at (671) 300-3296 or via email at cltc.admin@cltc.guam.gov.
Si Yu'os ma'ase,

CLTC Meeting Packet (POST) - December 18, 2025.pdf

CLTC Meeting Packet (POST) - January 15, 2026.pdf

CLTC Post Meeting Packet - November 20, 2025.pdf

--

JESSICA DAYDAY
LAND AGENT III
(671)300-3318
jessica.dayday@cltc.guam.gov
Suite 222, 2nd Floor, ITC Bldg., Tamuning
https://cltc.guam.gov

38GL-26-2058.pdf
1339K

38th Committee On Rules <committeeonrules@guamlegislature.gov> Mon, Mar 16, 2026 at 9:11 AM
To: "Speaker Frank Blas Jr." <speakerblas@guamlegislature.gov>

Håfa Adai,

Received, and thank you.

Si Yu'os ma'åse',

Marie Crisostomo

Committee on Rules Assistant

COMMITTEE ON RULES

Vice Speaker V. Anthony Ada, Chairperson

I Mina'trentai Ocho Na Liheslaturan Guåhan

38th Guam Legislature

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[Quoted text hidden]

THE GUAM LEGISLATURE

Speaker Frank Blas Jr. <speakerblas@guamlegislature.gov>

Meeting Packet Submission: CHamoru Land Trust Commission – 11/20/2025, 12/18/2025, 01/15/2026

2 messages

Jessica Dayday <jessica.dayday@cltc.guam.gov> Fri, Mar 13, 2026 at 2:07 PM
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Cc: Ebony Tenorio <ebony.tenorio@cltc.guam.gov>, Dexter Tan <dexter.tan@cltc.guam.gov>

Håfa Adai Speaker Blas,

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Si Yu'os ma'ase,

Doc Type: 38GL-26-2058
OFFICE OF THE SPEAKER
FRANK F. BLAS, JR.
March 13, 2026
Time: 2:07 PM
Received:

CLTC Meeting Packet (POST) - December 18, 2025.pdf

CLTC Meeting Packet (POST) - January 15, 2026.pdf

CLTC Post Meeting Packet - November 20, 2025.pdf

--

Kumision Inangokkon Tano' CHamoru
GREAT SEAL OF GUAM
GUAM
FANOTMAN CHAMORRO
CHamoru Land Trust Commission

JESSICA DAYDAY
LAND AGENT III
(671)300-3318
jessica.dayday@cltc.guam.gov
Suite 222, 2nd Floor, ITC Bldg., Tamuning
https://cltc.guam.gov

Speaker Frank Blas Jr. <speakerblas@guamlegislature.gov> Fri, Mar 13, 2026 at 4:09 PM

To: Jessica Dayday <jessica.dayday@cltc.guam.gov>
Cc: Ebony Tenorio <ebony.tenorio@cltc.guam.gov>, Dexter Tan <dexter.tan@cltc.guam.gov>

Håfa Adai,

Confirming receipt of your email.

Si Yu'os Ma'åse'

Bernice Rivera

Administrative Assistant

Office of Speaker Frank F. Blas, Jr.

I Mina'trentai Ocho na Liheslaturan Guåhan 38th Guam Legislature

Guam Congress Building, 163 Chalan Santo Papa, Hagatña

(671)969-6456
speakerblas@guamlegislature.gov

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[Quoted text hidden]



CHamoru Land Trust Commission

Board Meeting Packet

November 20, 2025

38GL-26-2058
Messages and Communications
RECEIVED
COMMITTEE ON RULES
March 13, 2026
4:43 p.m.
Marie Crisostomo

Kumision Inangokkon Tano' CHamoru
(CHamoru Land Trust Commission)

P.O. Box 2950 Hagåtña, Guåhan 96932 • Phone: (671)300-3296 • Fax: (671)300-3319 • Email: cltc.admin@cltc.guam.gov

CHamoru Land Trust Commission Regular Board Meeting
Thursday, November 20, 2025 at 1:00PM

CHamoru Land Trust Conference Room, 590 S. Marine Corp Drive ITC Building, Suite 223, 2nd Floor Tamuning, Guam. Public Comments may be made at cltc.admin@cltc.guam.gov To view the meeting virtually, log on to GovGuam Live-YouTube or Google Meeting link: meet.google.com/tvo-ydmp-wnk

Lourdes A. Leon Guerrero
I Maga'Haga
Governor of Guam

Joshua F. Tenorio
I Segundo Maga'Lahi
Lt. Governor of Guam

Commission Members

Earl J. Garrido
Acting Chairperson

Joseph F. Artero-Cameron
Commissioner

Fabrienne Cruz Respicio
Commissioner

Jeremy J. Rojas
Commissioner

Vacant
Commissioner

Joseph B. Cruz Jr.
Acting Administrative Director

AGENDA

I. **Call to Order** – Certification of Quorum Present

II. **Certification** – Public Notice Requirements
- A. Guam Daily Post (November 13, 2025 and November 18, 2025)
- B. Guam Public Notice Website (https://notices.guam.gov)

III. **Approval of Minutes:** September 18, 2025 (Regular Board Meeting)

IV. **Administrative Director's Report**

V. **Old Business**
- A. Lot 10122-15, Dededo / Global Recycling Center
- B. Tract 10123, Yigo
- C. Publication of Recruitment – Administrative Director
- D. Switch /Transfer of Application Date/Time
- E. Switch of Application Type
- F. Lot 7054-R9, Yigo CLTC/GPA MOA
- G. Lot 10171, South Ukudo, Dededo – GPA System Improvements

VI. **New Business**
- A. Constituent Matters
  1. Victor R. Manibusan
  2. Charles J. Santos
  3. Caroline L.G. Santos
  4. Sara Rose Flores
  5. Charlie Mantanona Martinez
- B. Agfayan, Inc.
- C. Proposed Bill to Recruit Attorney
- D. Proposed Bill for Unregistered Properties
- E. Commencement of Lease Award Process
- F. Lot 1054-5-R3RW, Yigo

VII. **Public Comment(s)**

VIII. **Next Meeting** – Thursday, December 18, 2025 at 1:00PM, CLTC Conference Room, Suite 223, ITC Building, Tamuning, Guam 96913

IX. **Adjournment**

CLTC Chairman's Comments Oct. 2025:

It's obvious that I can't be everything for everybody. As the sitting chairman, I'm aware of my limitations. I'm just a person. With that in mind, I believe in delegations of authority. **As in my first comment as chairman**, I assigned Joseph Artero Cameron to lead the agricultural subcommittee, Fabrine Respicio to be in charge of the residential subcommittee, and Jeremy Rojas to be in charge of the commercial subcommittee.

Moving forward, I am a proponent of free thinking, networking, and problem analysis. This board, which I am humbled to serve with, is very dynamic free thinkers, and all are stanch professionals in their various fields. They are passionate in upholding and forwarding the CLTC's mission goals. This board, as well as the CLTC's staff, are instrumental in CLTC moving forward. I've been in a high-tech management position prior, I've learned that to lead one must learn to listen, evaluate, and allow for free thinking without micromanaging professionals. Their success is my success, --- their failures are mine!

We, the CLTC are currently in the process of negotiating with a sister agency on a utility infrastructure for a planned residential subdivision. This is a monumental goal, and a credit to the tenacity of this industrial board and staff! From time to time, we may question the method, but our focus is always on the end goal. Cohesion is what best describes this board and staff. To coin a phrase "**It is who we are**". There are challenges for us in the future, but together we can rise above it all!

Commissioner Artero Cameron, as the board's PIO, will charge forward like a raging bull. His tenacity will set the stage, coordinate, and communicate the CLTC's mission. Today, we move forward to remediate errors of the past. This can be achieved by either a resolution from the CLTC's board or, in conjunction with the Legislature and the Governor of Guahan. That which is predicated by the CLTC's mandates, **we will adhere to.**

Now we proceed into our mission role.

We move to restore CLTC's Autonomy Over Commercial Lease Negotiations and Enforce Existing Mandates:

On behalf of CLTC, we will respectfully request legislative action, to relinquish legislative negotiations and oversight of land trust commercial leases, to reaffirm the trust's statutory mandates to set lease rates and terms based on appraised value.

Historically;
Commercial leases have been crafted through legislative intervention at the behest of special interests rather than through the trust's fiduciary framework. This has resulted in lease terms that did not enhance the trust, nor align with its financial and fiduciary obligations. The land trust's mandates identify the appropriate lease rates, 10% +/- of the appraised value, and set the terms under which leases must be executed.

We will ask the Legislature to:
1, Affirm that commercial lease negotiations and execution are the exclusive domain of the land trust, subject to transparent, standardized procedures. "The CLTC shall have exclusive authority to negotiate, execute, amend, and renew commercial leases of trust lands, in conjunction with existing mandates.

2, Prohibit special-interest–driven legislative mandates that compel specific lease terms or lessee-specific outcomes.

3, Enforce the existing requirement that commercial leases be charged at 10% of the appraised value, with documented methodology and third-party appraisal standards.

4, Codify that the land trust has exclusive authority to negotiate, execute, amend, and renew commercial leases consistent with its mandates.

5, Provide for independent oversight, after-the-fact (audits and performance reviews), rather than direct intervention during negotiation.

6, Validate and preserve all lawful trust mandates on rate-setting, lease terms, and require remediation of any current leases that deviate from those mandates at the earliest lawful opportunity.

7, Negotiations should be conducted by the trust with transparent standards, arm's-length processes, and independent valuation—subject to audit, not political intervention.

8, Direct the trust to identify leases that deviate from mandates and present a plan to cure at renewal or as permitted by existing contracts and mandates.

Remediations, In Closing:
These steps will align practice with the trust's fiduciary duty, improve fiscal outcomes for beneficiaries, and restore public confidence in the integrity of CLTC's management. We welcome collaboration to finalize statutory language and implementation steps.

Kumision Inangokkon Tano' Chamoru

(CHamoru Land Trust Commission)

P.O. Box 2950 Hagåtña, Guåhan 96932 *Phone: 671- 300-3296/7 Fax: 671-300-3319*

Lourdes A. Leon Guerrero
I Maga'Haga
Governor of Guam

Joshua F. Tenorio
I Segundo Maga'Lahi
Lt. Governor of Guam

Commission Members

Earl J. Garrido
Acting Chairperson

Joseph F. Artero-Cameron
Commissioner

Fabrienne Cruz Respicio
Commissioner

Jeremy J. Rojas
Commissioner

Vacant
Commissioner

Joseph B. Cruz Jr.
Acting Administrative Director

BOARD OF COMMISSIONERS MEETING ATTENDANCE SHEET

Date: Thursday, November 20, 2025

Time: 1:16PM **Adjournment:** 3:15PM

Place of Meeting: *CLTC Conference Room, 2nd Floor, ITC Building*

NAME:	TITLE:	Present	Absent	SIGNATURE:
BOARD OF COMMISSIONERS:				
1. *Earl J. Garrido*	Acting Chairperson	☑	☐	
2. *Fabrienne C. Respicio*	Commissioner	☑	☐	
3. *Jeremy J. Rojas*	Commissioner	☑	☐	
4. *Joseph F. Artero-Cameron*	Commissioner	☑	☐	VIA google meet.

CLTC STAFF (Print and Sign):

1. Joey Cruz
2. Glenn Eay
3. Jessica Daydayan
4. JHOANA CASEM
5. Dexter Tan
6. Damian Narcis
7. Myra Joey
8.
9.
10.
11.
12.
13.
14.

Kumision Inangokkon Tano' Chamoru
(CHamoru Land Trust Commission)

P.O. Box 2950 Hagåtña, Guåhan 96932 *Phone: 671- 300-3296 Fax: 671-300-3319*

BOARD OF COMMISSIONERS MEETING
VISITOR SIGN-IN SHEET

Lourdes A. Leon Guerrero
I Maga'Haga
Governor of Guam

Joshua F. Tenorio
I Segundo Maga'Lahi
Lt. Governor of Guam

Commission Members

Earl J. Garrido
Acting Chairperson

Joseph F. Artero-Cameron
Commissioner

Fabrienne Cruz Respicio
Commissioner

Jeremy J. Rojas
Commissioner

Vacant
Commissioner

Joseph B. Cruz Jr.
Acting Administrative Director

Date: Thursday, November 20, 2025

CLTC Conference Room, 2nd Floor, ITC Building, Tamuning

NAME (Please Print)	CONTACT NUMBER
Bernice Matsunaga	[redacted]
Charles J Santos	
Peter P. SAN NICOLAS	
THOMAS J HERTSLET	
Alan Chu	
Danny Wu	
May Castro	
Ben Castro	

Rev. 09/30/2025

Kumision Inangokkon Tano' Chamoru

(CHamoru Land Trust Commission)

P.O. Box 2950 Hagåtña, Guåhan 96932 *Phone: 671- 300-3296 Fax: 671-300-3319*

BOARD OF COMMISSIONERS MEETING
PUBLIC COMMENTS SIGN-IN SHEET

Date: Thursday, November 20, 2025

CLTC Conference Room, 2nd Floor, ITC Building, Tamuning

NAME (Please Print)	CONTACT NUMBER
Charles J Santos	[redacted]
Peter P. San Nicolas	
THOMAS MENTAFT	

Lourdes A. Leon Guerrero
I Maga'Haga
Governor of Guam

Joshua F. Tenorio
I Segundo Maga'Lahi
Lt. Governor of Guam

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Commissioner

Fabrienne Cruz Respicio
Commissioner

Jeremy J. Rojas
Commissioner

Vacant
Commissioner

Joseph B. Cruz Jr.
Acting Administrative Director



Certification—Public Notice Requirements

CLTC Board of Commissioner Regular Meeting

MEETING

Posted on: 11/13/2025 06:00 AM

Posted by: Dexter Tan

Meeting Date: 11/20/2025 01:00 PM

Department(s):
CHAMORU LAND TRUST COMMISSION (/notices?department_id=23)

Division(s): CHAMORU LAND TRUST COMMISSION (/notices?division_id=174)

Notice Topic(s): BOARD MEETING (/notices?topic_id=76)

Types of Notice: MEETING (/notices?type_id=5)

For Audience(s): PUBLIC (/notices?public=1)

Share this notice

AGENDA

I. Call to Order – Certification of Quorum Present

II. Certification – Public Notice Requirements A. Guam Daily Post (November 13, 2025 and November 18, 2025) B. Guam Public Notice Website (https://notices.guam.gov)

III. Approval of Minutes: September 18, 2025 (Regular Board Meeting)

IV. Administrative Director's Report

V. Old Business

A. Lot 10122-15, Dededo / Global Recycling Center

B. Tract 10123, Yigo

C. Publication of Recruitment – Administrative Director

D. Switch /Transfer of Application Date/Time

E. Switch of Application Type

F. Lot 7054-R9, Yigo CLTC/GPA MOA

G. Lot 10171, South Ukudo, Dededo – GPA System Improvements

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A. Constituent Matters
1. Victor R. Manibusan
2. Charles J. Santos
3. Caroline L.G. Santos
4. Sara Rose Flores
5. Charlie Mantanona Martinez

B. Agfayan, Inc.

C. Proposed Bill to Recruit Attorney

D. Proposed Bill for Unregistered Properties

E. Commencement of Lease Award Process

F. Lot 1054-5-R3RW, Yigo

VII. Public Comment(s)

VIII. Next Meeting – Thursday, December 18, 2025 at 1:00PM, CLTC Conference Room, Suite 223, ITC Building, Tamuning, Guam 96913

IX. Adjournment Certification

THRIVE WITH US...

Coast360 Federal Credit Union employees represent a talented and diverse workforce, all sharing a common goal –to meet and manage members' needs and to provide them with the resources for financial health now and always. We are committed to working together, respecting each other and every member we serve.

We invite interested candidates to apply for the latest opportunity to be part of our team:

Loan Servicing Manager

Under the guidance of the Chief Lending Officer, this individual will help drive operational excellence and improve processes while fostering a culture of high-quality member service.

Coast360 is seeking a dedicated and detail-oriented professional to lead and evolve our loan servicing operations. This individual will play a key role in managing a diverse portfolio of consumer and business loans — including auto, personal, mortgage, credit card, and SBA/USDA programs. In addition, overseeing a skilled team, ensure regulatory compliance, streamline workflows, and drive automation efforts that improve efficiency and member service.

A successful candidate must be a team player with strong leadership and organizational skills and demonstrate professionalism in all member and team interactions. This individual must be able to uphold and promote Coast360's service excellence standards while ensuring compliance with internal policies, and applicable regulatory requirements. A high school or general equivalency (GED) is required, along with a minimum of five (5) years in loan servicing or related experience in a large full-service financial institution; or any equivalent combination of formal training and/or experience that provides the necessary knowledge, skills, and abilities thereof.

We offer great benefits:

- Paid time off (Annual, Vacation, Sick, Holiday)
- Medical, dental, vision and life insurance
- 401(k) Retirement Plan (with employer contributions)
- Professional Development **and more!**

We invite interested candidates to complete an application online by November 21, 2025 through our job portal, which can be accessed through our website.

For other opportunities to join our Coast360 team, visit coast360fcu.com/joinourteam.

Coast360 is an Equal Opportunity Employer. Federally insured by NCUA.

Together we thrive.

coast360 federal credit union

we are hiring

join our amazing team!

General Manager

Neco Plaza Corporation (Palau)

Neco Plaza Corporation is seeking an experienced General Manager to lead its diverse operations, including a supermarket, wholesale business, convenience stores, fast food outlets, gas station, vehicle rentals, and commercial rentals.

Key Responsibilities:

- Oversee daily operations and staff across all divisions
- Manage budgets, purchasing, inventory, and vendor relations
- Drive profitability, efficiency, and customer service excellence
- Lead HR functions and ensure compliance with company and local standards
- Report to the Executive Team and foster a positive workplace culture

Qualifications:

- 10+ years of management experience in retail or wholesale (grocery preferred)
- Proven leadership and financial management skills
- Strong communication skills; fluent in English
- Adaptable to working overseas with a multicultural team

Scan for more info:

Terms:

- 2-year renewable contract
- Competitive salary and benefits

Apply now to join one of Palau's leading business groups and make a lasting impact!

Email your resume to:

frankada@triplejsaipan.com

Triple J offers competitive benefits and is an Equal Opportunity Employer.

Kumision Inangokkon Tano' CHamoru
(CHamoru Land Trust Commission)

CHamoru Land Trust Commission Regular Board Meeting
Thursday, November 20, 2025 at 1:00PM

CHamoru Land Trust Conference Room, 590 S. Marine Corp Drive ITC Building, Suite 223, 2nd Floor Tamuning, Guam. Public Comments may be made at cltc.admin@cltc.guam.gov To view the meeting virtually, log on to GovGuam Live-YouTube or Google Meeting link: meet.google.com/tvo-ydmp-wnk

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IX. **Adjournment**

In compliance with American with Disabilities Act, individuals requiring special accommodations or services should contact (671)300-3296 or email cltc.admin@cltc.guam.gov

This ad is paid for by CLTC funds

GHURA

Guam Housing and Urban Renewal Authority
Aturidat Ginima' Yan Rinueban Siudat Guahan
117 Bien Venida Avenue • Sinajana, Guam 96910
Phones: (671) 477-9851 • Fax: (671) 300-7565 TTY(671) 472-3701
Website: www.ghura.org

EQUAL HOUSING OPPORTUNITY

Lourdes A. Leon Guerrero
Governor of Guam

Joshua F. Tenorio
Lieutenant Governor of Guam

NOTICE FOR PUBLIC

General Public Outreach Event on Community Development Block Grant-Disaster Recovery (CDBG-DR) Public Infrastructure & Facilities Program

(This ad is paid for by the Guam Community Development Block Grant-Disaster Recovery funds (DR-4715-GU) from the U.S. Department of Housing and Urban Development)

The Guam Housing and Urban Renewal Authority (GHURA) CDBG-DR will be hosting a public outreach event focused on the Public Facilities & Infrastructure (PFI) Program Allocation of $43,375,000 and invites stakeholders to attend. This specific outreach event is designed to engage in stakeholder participation and provide essential information about the CDBG-DR the Public Facilities and Infrastructure program requirements, eligibility criteria, and submission procedures to ensure that potential applicants are well-informed before engaging in the TA process. **Eligible applicants** are government agencies and established non-profit organizations holding a 501(c)3 status. **Outreach Requirement -** Eligible Applicants or entities intending to apply for GHURA CDBG-DR Public Facilities and Infrastructure program funding **must attend a scheduled outreach event** prior to requesting Technical Assistance (TA). Outreach sessions will provide essential information about program requirements, eligibility criteria, and submission procedures to ensure that potential applicants are well-informed before engaging in the TA process. Attendance at the outreach event will be documented as part of the applicant's program file. Projects will be evaluated and selected based on eligibility and feasibility, other criteria specifically to meet the CDBG-DR requirement to benefit low- and moderate-income (LMI) individuals and families, particularly after a disaster.

Mitigation Measures - In addition but not limited to eligibility, feasibility and meeting the LMI objective, mitigation measures will be incorporated into project design in accordance with local building codes and applicable federal requirements. These measures aim to minimize potential adverse impacts and enhance the resilience of funded projects against future natural hazards.

Environmental Review - All CDBG-DR funds and eligible actives must be in accordance with 24 CFR Part 58.4. The GHURA CDBG-DR is responsible for ensuring that all program activities comply with the National Environmental Policy Act (NEPA) and other applicable environmental laws and authorities prior to the commitment of federal funds

DATE	NOVEMBER 13, 2025
TIME	2:00PM TO 4:00PM
LOCATION	SINAJANA COMMUNITY CENTER

GHURA will execute direct implementation for this CBDG-DR Public Facilities & Infrastructure (PFI) Program Allocation of $43,375,000. The program application period to determine eligibility and feasibility will be announced through public notice following conclusion of CDBG-DR outreach events. For questions regarding CDBG-DR PFI program please contact infrastructure-dr@ghura.org. All other inquires regarding the Fix in Six program can be sent to fixinsix@ghura.org.

GHURA will make necessary arrangements for persons with disabilities reducing barriers to assistance. The CDBG-DR program has implemented procedures to reduce barriers to access by providing reasonable accommodations and support to individuals or entities that require assistance for participation. Efforts may include offering translation services, alternative document formats, and other forms of communication or physical access assistance to ensure equitable participation. If you require special accommodation, please contact the Section 504 Coordinator, Deputy Director Fernando B. Esteves at (671) 475-1378 or (671) 472-3701 (TTY/TDD) or fbesteves@ghura.org.

/s/ ELIZABETH F. NAPOLI
Executive Director

GHURA does not discriminate against persons with disabilities.
The Deputy Director has been designated as Section 504 Coordinator.
The coordinator can be contacted at the above address and telephone numbers.

VEHICLES FOR BID

YEAR	MAKE	MODEL	COLOR	MILEAGE (subject to change)	BID START	BID END	MINIMUM BID
2023	NISSAN	VERSA	SILVER	39,271	11/13/2025	11/19/2025	$10,300.00
2022	NISSAN	SENTRA	GRAY	63,174	11/13/2025	11/19/2025	$10,300.00
2024	MITSUBISHI	OUTLANDER	GRAY	15,966	11/13/2025	11/19/2025	$14,900.00
2023	MITSUBISHI	ECLIPSE CROSS SE S-A	SILVER	16,475	11/13/2025	11/19/2025	$16,400.00

BID STARTS NOVEMBER 13, 2025 AND ENDS NOVEMBER 19, 2025.
BIDS ARE DUE AT 4:00PM ON THE LAST DAY.

VEHICLES WILL BE SOLD AS IS, WITHOUT WARRANTIES. VEHICLES WILL BE SOLD TO THE HIGHEST BIDDER. FINANCING AVAILABLE, SUBJECT TO CREDIT APPROVAL.

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For more information or to obtain a bid form, please contact us at (671) 475-7933 or email: gdccollections@fhb.com.

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Behind FD School Asking: $175,000
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Water & Power Available
Subdivide to 3 Lots
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FOR SALE: 2017 LEXUS LS 460 (Tamuning)
Mileage: 76,529 miles
Color: Pearl White (ext.) Light Camel Tan leather (int.)
Condition: Excellent **Features:** Fully loaded luxury sedan with navigation, premium sound, sunroof, backup camera, leather interior. Dealer maintained and garage kept. Maintenance records with Atkins Kroll.
Price: $22,500 OBO **Contact:** Brian-call/text 671-487-0977 or email zaguman@hotmail.com

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3 – Heavy Equipment Mechanic (2 yrs. exp.) $21.77/Hr.
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Kumision Inangokkon Tano' CHamoru
(CHamoru Land Trust Commission)

CHamoru Land Trust Commission Regular Board Meeting
Thursday, November 20, 2025 at 1:00PM

CHamoru Land Trust Conference Room, 590 S. Marine Corp Drive ITC Building, Suite 223, 2nd Floor Tamuning, Guam. Public Comments may be made at cltc.admin@cltc.guam.gov To view the meeting virtually, log on to GovGuam Live-YouTube or Google Meeting link: meet.google.com/tvo-ydmp-wnk

AGENDA

I. **Call to Order** – Certification of Quorum Present
II. **Certification** – Public Notice Requirements
  A. Guam Daily Post (November 13, 2025 and November 18, 2025)
  B. Guam Public Notice Website (https://notices.guam.gov)
III. **Approval of Minutes:** September 18, 2025 (Regular Board Meeting)
IV. **Administrative Director's Report**
V. **Old Business**
  A. Lot 10122-15, Dededo / Global Recycling Center
  B. Tract 10123, Yigo
  C. Publication of Recruitment – Administrative Director
  D. Switch /Transfer of Application Date/Time
  E. Switch of Application Type
  F. Lot 7054-R9, Yigo CLTC/GPA MOA
  G. Lot 10171, South Ukudo, Dededo – GPA System Improvements
VI. **New Business**
  A. Constituent Matters
    1. Victor R. Manibusan
    2. Charles J. Santos
    3. Caroline L.G. Santos
    4. Sara Rose Flores
    5. Charlie Mantanona Martinez
  B. Agfayan, Inc.
  C. Proposed Bill to Recruit Attorney
  D. Proposed Bill for Unregistered Properties
  E. Commencement of Lease Award Process
  F. Lot 1054-5-R3RW, Yigo
VII. **Public Comment(s)**
VIII. **Next Meeting** – Thursday, December 18, 2025 at 1:00PM, CLTC Conference Room, Suite 223, ITC Building, Tamuning, Guam 96913
IX. **Adjournment**

In compliance with American with Disabilities Act, individuals requiring special accommodations or services should contact (671)300-3296 or email cltc.admin@cltc.guam.gov

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UNIVERSITY OF GUAM
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Guam Cancer Trust Fund

GUAM CANCER TRUST FUND COUNCIL MEETING

The Guam Cancer Trust Fund Council will hold its monthly meeting online on **Thursday, November 20, 2025 at 2:00 p.m.** If interested in attending the meeting, please register at gctf@triton.uog.edu

AGENDA

I. CALL TO ORDER
II. REPORT FROM THE CHAIR
III. REPORT FROM GCTF PROGRAM MANAGER
IV. OLD BUSINESS
V. NEW BUSINESS- Discussion of eight FY2026 Applications
VI. OPEN DISCUSSION/INFORMATION
VII. ADJOURNMENT

University of Guam is an equal opportunity employer and provider.
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Guam Solid Waste Authority Board of Directors Meeting
Thursday, November 20, 2025 – 1:00 PM (ChST)
Join Zoom Meeting

Link: https://zoom.us/j/9140408814?pwd=TjZ3U0dHSVd0ajlKRjBhcWFrc1ZYZz09
Meeting ID: 914 040 8814 • Passcode: 777546

THE GUAM SOLID WASTE AUTHORITY BOARD OF DIRECTORS WILL HAVE A REGULAR BOARD MEETING NOVEMBER 20, 2025 AT 1:00 PM. THE MEETING WILL BE CONDUCTED VIA ZOOM. I. CALL TO ORDER II. ROLL CALL III. DETERMINATION OF PROOF OF PUBLICATION IV. APPROVAL OF AGENDA ITEMS V. APPROVAL OF MINUTES VI. REPORTS A. RECEIVER REPORTS I. RECEIVERSHIP UPDATE II. TRANSITION PLAN UPDATE B. MANAGEMENT REPORTS I. OPERATIONAL UPDATE II. FINANCIAL REPORT C. LEGAL COUNSEL'S REPORT D. COMMITTEE REPORTS VII. UNFINISHED BUSINESS A. ISLAND WIDE TRASH COLLECTION INITIATIVE B. LAYON CELLS 1 AND 2 CLOSURE C. SUCCESSION PLANNING VIII. NEW BUSINESS A. GSWA BOARD RESOLUTION 2026-002 RELATIVE TO APPROVING THE AMENDMENT TO THE CONTRACT WITH GREEN GROUP HOLDINGS, LLC. IX. COMMUNICATIONS AND CORRESPONDENCE X. PUBLIC FORUM – MEMBERS OF THE PUBLIC TO CONTACT GSWA TO BE PLACED ON THE AGENDA IF THEY WISH TO ADDRESS THE BOARD. XI. NEXT MEETING XII. ADJOURN.

Access live stream of the meeting on GSWA website: https://www.gswa.guam.gov/

For more information, please contact GSWA Admin at admin@gswa.guam.gov or 671-646-3215. Persons needing telecommunication device for the Hearing/Speech Impaired (TDD) may contact 671-646-3111. This advertisement was paid for by GSWA.

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Approval of Minutes

Kumision Inangokkon Tano' CHamoru

(CHamoru Land Trust Commission)

P.O. Box 2950 Hagåtña, Guåhan 96932 *Phone: 671- 300-3296 Fax: 671-300-3319*

CHamoru Land Trust Commission Regular Board Meeting
Thursday, September 18, 2025, from 1:00 PM to 5:00 PM

CHamoru Land Trust Conference Room, 590 S. Marine Corps Drive, ITC Building, Suite 223, 2nd Floor, Tamuning, Guam. Public Comments may be made at cltc.admin@cltc.guam.gov. To view the meeting virtually, log in to the GovGuam Live-YouTube or Google Meet and join into Video call link: https:// meet.google.com/Xqx-jkys-saf

MEETING MINUTES

Public Notice: *The Guam Daily POST on September 11, 2025, and September 16, 2025*

PRESENT:

Commissioners
Earl J. Garrido, Acting Chairperson
Fabrienne C. Respicio, Commissioner
Jeremy J. Rojas, Commissioner
Joseph F. Artero-Cameron, Commissioner (via Google Meet)

Management and Staff
Glenn Eay, Land Agent Supervisor
Eileen Chargualaf, Land Agent II
Jhoana Casem, Land Agent II
Jessica Dayday, Land Agent II
Lydia Taleu, Land Agent I
Joseph B. Cruz Jr., Program Coordinator IV
Dexter Tan, Program Coordinator I

Guests
Karen Kasperbauer Perez
John Burch
Hans Ada
Joleen Almandres
Mark Almandres
Daniel C. Lujan
Antonio Rabago Palacios
LovieAnn Palacios
Anthony Palacios
Patrick Blas
Pedro B. Blas Jr.
Richard Muna
Martina Cruz

Lourdes A. Leon Guerrero
I Maga'Haga
Governor of Guam

Joshua F. Tenorio
I Segundo Maga'Lahi
Lieutenant Governor of Guam

Commission Members

Earl J. Garrido
Acting Chairperson

Joseph F. Artero-Cameron
Commissioner

Fabrienne Cruz Respicio
Commissioner

Jeremy J. Rojas
Commissioner

Vacant
Commissioner

Joseph B. Cruz Jr.
Acting Administrative Director

Summary

Acting Chairman Garrido outlined a vision for the CHamoru Land Trust Commission (CLTC) to restore timely, transparent, and lawful stewardship of public lands, focusing on triaging the 8,000 constituent lease backlog and establishing dedicated case streams. Commissioner Joseph Artero-Cameron was appointed Public Information Officer and tasked with strengthening transparency and reporting monthly progress. Acting Administrative Director Joseph B. Cruz Jr. reported on the CLTC's one-year extension of a TAP grant for IT infrastructure and discussed meetings with various organizations for potential programs. The board approved the regular board meeting minutes from July 17, 2025, and appointed Mr. Joseph B. Cruz Jr. as the acting administrative director with an annual salary of $114,016.00. Commissioner Joseph Artero-Cameron motioned to revert applications where application rights were transferred contrary to Guam administrative rules, which was seconded and passed. Commissioner Joseph Artero-Cameron also motioned to approve the agricultural lease award for Mrs. Perez, contingent upon the approval of the Guam legislature. The board approved the final draft of the MOA with the Department of Land Management for surveying services and the MOA with the Guam Waterworks Authority for installing water and wastewater, with an amendment to hold GWA accountable for change orders resulting from their oversight. A work session was scheduled for October 9, 2025, to discuss a non-commercial lease agreement with the Guam Motor Sports Association, and the board approved a resolution authorizing the transfer of specific lots to the heirs of Francisco Perez. The board passed a motion to accept Angela NC Santos's request for a building permit after staff confirmed a site inspection and remediation notice for debris. The board also approved the termination of leases and applications for Joleen Almandres and Mark Mendiola Almandres.

Details

I. Meeting Called to Order

Acting Chairman Garrido called the September 18, 2025, Board of Commissioners meeting to order at 1:00 p.m.

Comment from Acting Chairman Garrido. Hafa adai todus hita gi kumision, saina ma'ase na mana'i yu esta na pusision. To start, let the Lord guide me in my chairmanship in serving Guam and the CLTC. I will strive to protect and defend the culture and the beliefs of Guam. Good afternoon, commissioners, legal counsel, staff, and members of the public. Thank you for being here today. We are at a pivotal moment for the CHamoru Land Trust Commission. We inherited a backlog that is unacceptable and unfair to the people we serve. Roughly, there are 8,000 constituents waiting for leases, many of whom have passed on or whose files now require heir verification. We cannot change the past, but we can act decisively today to restore trust, deliver results, and honor our responsibilities to the people of Guam. My vision is simple and urgent. Restore timely, transparent, and lawful stewardships of our public lands so that eligible residents, farmers, and businesses can move forward with certainty. To do that, we must work as one team, board members, legal counsel, staff, and the public. CLTC is committed to clear processes, measured results, measure results, and respect for due process. Today, I propose a focused strategic plan. One, immediately triarch based on date and time, the backlog to identify ready to approve leases, errors, state matters, legal constraints, and abandon or duplicate files. Convene focused in-person processing sessions to clear batches of low complexity approvals while ensuring legal pre-reviews on contested matters. Three, stand-up dedicated case streams for residential, agricultural, and commercial leases. Supported by focused staff and, where appropriate, temporary contract help to eliminate administrative bottlenecks. I'm assigning the following

commissioners to three oversight committees. For the agricultural committee, I'm assigning Joseph Artero Cameron. For the residential subcommittee for Fabrienne Respicio and the commercial committee, Jeremy Rojas. In addition, I am assigning collateral duties to Commissioner Cameron; henceforth, he will take on the duties as the commission's public information officer. If other board members would like to assume additional duties, please let me know. We must strengthen transparency, publish clear instructions for constituents and heirs, open an intake case tracking channel, and report monthly progress with key metrics. Work with the attorney general and the legislature where statutory fixes or temporary authorities are needed to responsibly expedite processing. This is not about shortcuts. It's about clarity, discipline, and speed without sacrificing legal compliance. My commitment to you, I will provide leadership that is pragmatic and respectful of process. I ask the same commitment in return. Focused on in-person participation at meetings and timely reviews of pre-circulated materials. Let us be clear-eyed and courageous. We will measure success by outcomes, fewer pending applications, timelier decisions, and a more responsive CLTC. I call on every member here to adopt this mission and to help implement the operational steps we will engage in today. Thank you. I move that we adopt the above scheme to implement strategic plans and associated authority. In closing, I feel that having in-person sessions will expedite the process and progress. I grant an exception to Commissioner Cameron for medical reasons. We all agree to make CLTC more expedient in processing its mission goals. What happens in the past cannot be repeated. I feel obligated to expedite the process and achieve a quicker response. The outstanding number of pending constituents is shameful. The current management under the leadership of Joseph Cruz and the staff is dedicated to upholding the CLTC mission. I was present during my tenure to experience two prior acting attorney generals assigned as our legal counsel. Norman Miller has proven himself to be on point and decisive. Our present team is dynamic, so we can push the limits to achieve CLTC goals. We are at a point where our diligence is critical. The CLTC meetings are renowned for being extremely long marathon sessions. I've been on this board for more than three years, and I understand why our meetings are lengthy. Our procedural meetings are not strait-laced. They're complex, and many times they are outside forces that will covert our progress. Some may not agree with me, but we need to cut down the statutory mission and serve the public interests. In-person focused review sessions strengthen case management, legal pre-lease, and improve constituent communications are necessary to clear legacy delays while ensuring compliance with Guam laws and due process. Recently, CLTC has installed a new supervisor. In the upcoming days and months, we will surely test him as a supervisor. His biggest challenge will be to mentor and lead the CLTC group. A major part of effective supervising is his skill to listen and comprehend issues while being creative and proactive. I wish Glenn well as a supervisor. In doing so, I applaud the CLTC group for their high motivation and forward thinking. Thank you all. Please continue to do a good job and serve the community of Guam. Our entire existing existence is to serve the people of Guam, regardless of political affiliation and race. This movement is one of Guam moving forward. Together we can, it's what we are. Biba CLTC, Biba taotao Guam. Thank you and si yu'os ma'ase.

II. Approval of Minutes

Commissioner Artero-Cameron moved to approve the regular board meeting minutes from July 17, 2025. Seconded by Commissioner Rojas. Acting Chairman Garrido called for a vote. MOTION PASSED. 3-0

Commissioner Artero-Cameron made a motion in accordance with 21 GCA, Chapter 75A, §75A102 (B), to appoint Mr. Joseph B. Cruz Jr. as the Acting Administrative Director with an annual salary of $114,016. The motion was seconded by Commissioner Rojas. Acting Chairman Garrido asked if there was any discussion.

No discussions. Acting Chairman Garrido called for a vote on the motion. MOTION PASSED. 4-0. ***Motion passed after Commissioner Artero-Cameron confirmed the amount***

III. Administrative Director's Report by AAD Cruz

A. Administrative Director's Report on IT and Land Administration AAD Cruz reported that the CLTC received a one-year extension for a TAP grant of approximately $239,000, intended for IT infrastructure enhancement, including end-user software development and lobby kiosks. They also discussed meetings with USDA and RCAC for potential water, wastewater, and housing programs, and with the public auditor regarding the FY 2023 financial audit. AAD Cruz reported on a $9 million appropriation related to GPA, noting that CLTC would pay for secondary light installations and that an existing MOA with GPA for property use in Yigo could provide in-kind services valued at $190,000.

B. Mayor's Request and Compliance Inspections AAD Cruz mentioned a request from Mayor Frances of Yigo for a remainder parcel, noting that the previous CLTC board designated it for commercial use and that an MOA for property management services existed for it. Commissioner Respicio expressed concern about the lack of a plan or financial information in the mayor's request. Compliance inspections were paused due to Public Law 24-62, which grants lessees three years after infrastructure installation to make improvements, and further discussion with the attorney was needed regarding its applicability to all leases.

C. Commercial Lease Renewals and Fire Incident at Global Recycling AAD Cruz reported on a request from Mr. Kinko for the renewal of seven expired or soon-to-expire commercial telecommunications site leases. Jhoana Casem questioned if these leases, some dating back to 2001, had undergone reevaluation during renewals, suggesting a review. A fire incident at Global Recycling prompted a request for a phase one environmental study to be submitted by October 15, 2025.

IV. Old Business

A. Constituent Matters

1. Roby Jean Quintanilla
   - **a.** Application rights were transferred during the applicant's lifetime. This practice was found to be contrary to Guam Administrative rules and legal opinions, including one from former Attorney General Elizabeth Barret-Anderson, stating no authority allowed such transfers. **Commissioner Artero-Cameron made a motion to take immediate action to revert the application to the original applicant. This decision is not only justified, but it also upholds the integrity of our CHamoru Land Trust Commission process. That's my motion, Mr. Chair. Commissioner Respicio added to the motion, in addition to reverting it to the original lessee, also to nullify any action of transfer. Commissioner Rojas seconded. Acting Chairman Garrido called for a vote. MOTION PASSES. 4-0**
2. Richard Blas Santiago
   - a. Richard Blas Santiago requested to terminate his residential lease from March 12, 1997, but still owed taxes from 2005 to 2025. Commissioner Artero-Cameron moved to terminate the lease, with Mr. Santiago remaining responsible for all taxes and lease fees until the termination approval date. Commissioner Artero-Cameron added to the motion to

terminate Richard Blas Santiago's residential lease for Lot 17, Block 4, Tract 9210, but he will remain responsible for all taxes and fees from the date that the lease was awarded until the date that the board approves the termination. That's my motion. Commissioner Respicio seconded the motion but added a discussion point.

1. Commissioner Respicio asked the CLTC staff about the proper protocol when the lease is terminated. Why should we wait until they pay their taxes? The property can be released to another individual waiting in line. The payment of taxes should prohibit the CLTC from moving forward in reissuing that property. If this person has not paid their taxes in the past 25 years, are we going to wait another 25 years? Is there anything that prohibits CLTC from reintroducing this property into our inventory once the lease is terminated? That's my question.
2. AAD Cruz responded, There's nothing. Unfortunately, I am unable to comment on why it took this long to address Mr. Santiago's request. However, because of the follow-up document, we need the board's approval. There's nothing that prevents us from awarding this specific property once the lease is terminated.
3. Commissioner Respicio asked if an amendment to the motion to add this property back into the inventory was needed.
4. Acting Chairman Garrido stated that taxes follow the property, not the individual. If we take the property back, the taxes will follow the property, not the individual. If we take the property back, the taxes will follow the property. We need clarification from Revenue and Tax on what we can do in this particular case.
5. AAD Cruz stated that in the past, if the termination was prepared and recorded, then shared with DRT, it didn't remove or waive any assessments from the past; they will be liable for paying taxes. An example would be GICC, which we discussed several meetings ago. Although ownership changed for the property, the taxes followed. So, it won't relieve them of their taxes from previous years.
6. Commissioner Respicio stated that she can expand a little bit on that. The deeper question is when the tax follows the property. If we reissue a lease on that same property, the new lessee would they be able to encumber that lot so that they can build?
7. AAD Cruz responded, I think it follows the individual.
8. Commissioner Rojas stated. Not necessarily, well, it depends. From my experience, when the financial institutions are going to lend, when reports are done, if there are taxes that are outstanding, it doesn't matter who owns it. If it's outstanding on the property, it shows on its title report. Unless those taxes are cleared, it may be an issue for the new lessee.
9. AAD Cruz stated that we will reach out to the property tax division.
10. Commissioner Respicio stated that she didn't want to wait to introduce that particular parcel back.
11. AAD Cruz stated that at the next board meeting, we'll have an update in regards to property taxes.
12. **Commissioner Respicio amended the motion made by Commissioner Artero-Cameron. Motion to terminate this lease and return the property to CLTC inventory, subject to Director**

Joey Cruz's findings on whether or not how the property taxes can be settled. Commissioner Rojas seconded the motion. Acting Chairman Garrido called for a vote. MOTION PASSES. 4-0.

3. Leah Rojas
   a. Leah Rojas's request to revert an application to the original applicant, Marvin Gary Rojas, and change the application back to residential from agriculture. This transfer was administratively approved but was later found to be contrary to the legal opinion.
   b. **Commissioner Artero-Cameron made a motion to return the application to Marvin J. Rojas and restore its original residential type. Commissioner Rojas seconded the motion. Acting Chairman Garrido called for a vote. MOTION PASSES. 4-0.**
4. Karen Kasperbauer Perez
   a. Glenn Eay, Land Agent Supervisor, recused himself due to a family relation. Lydia Taleu, Land Agent I, presented.
   b. L. Taleu presented Ms. Karen Kasperbauer Perez's case, where her residential application was administratively approved to switch to agriculture, and she completed a survey. The law is silent on changing the application rights; it doesn't say you can, and it doesn't say you can't. Ms. Perez acted on CLTC staff advice.
      1. Commissioner Artero-Cameron made a motion to approve the award to Ms. Perez for her surveyed property, contingent upon Guam Legislature approval, as the lease exceeded a half-acre.
   c. Commissioner Artero-Cameron stated that Karen Perez has completed the survey and is designated as 226 for Fiscal Year 2020. On July 12 of 2025, the board took an important step by motion to approve the lease awards for applicants who have completed surveys on registered properties. We made that very clear. Now, I make a motion to move forward with approving the lease award for the property she has surveyed, contingent on legislation. Commissioner Respicio added to the motion in addition to approving the application type from agriculture to residential, which is the original applicant application type, and also to change the residential priority status from NA to two?
      ***LA I Taleu nodded no, and explained that if you're going to issue her an agriculture lease, priority status does not matter. It only matters when issuing residential leases. Priority two is those who own at least one piece of property. Priority three is two or more. If she goes to residential, she will be. She could go to priority two, which means we have to process everybody who is priority one before we can begin to process those who are priority two.
      Commissioner Respicio asked Commissioner Artero-Cameron if the motion was just to change back to the original application type.
      Commissioner Artero-Cameron responded by stating that he is asking to approve the lease awards for the applicants who have completed surveys on registered properties. Commissioner Artero-Cameron suggested that the board ask Ms. Perez what property was actually registered.
      ***There was motion on the floor; no second on the motion, the item was being discussed."*
      Another commissioner must second the motion before the item can be discussed or voted on…

Karen Kasperbauer Perez made a statement; first, I want to thank you all for having me and thank the commissioners for accepting my request to table me from June's agenda so that I could physically be here. The packets you have that I provided for you are a set of documents that is pretty detailed. I'm probably the only applicant who's hired a lawyer, and this is a copy of that packet my lawyer sent to the Commissioner to Commission lawyer Nicolas Toft back in 2022, because for 30 years I've been trying to move things forward and can't seem to get it done on my own. I hired an attorney. In doing so, it is documented here, and the survey that Commissioner Cameron mentions is Exhibit 9, which was submitted since 2021 and even signed off by Paul Santos, the Chief Surveyor for the island at Land Management. In here also consists, from June 4th of I think 2009, a letter from the then Commissioner individual Mr. Garcia, of the intent to award me a lease. The history of this goes back to 1995, when I was 35 years old with two children. Now I sit here, almost 66 years old, with four children, six grandchildren, and one great-grandchild. I still don't have something I was given, property that the CLTC can't give away. I kept being told…You can't go forward and build on a residential lot because we don't own the property. At that time, it was advised to me in the CLTC office by a CLTC member to write a letter addressed to the then director, Mr. Joseph Borja, which I did, and it's copy in here, asking to switch to a res…from a residential to agricultural. I was told that it would be a faster track because, at that time, there was very slim inventory for residential. I did as I was told. I have then surveyed this land because back then, 2 acres was the allowable amount of land to be issued a lease for. I've actually paid for my 99-year lease on a residential property that I've never been able to build on, and subsequently is not in CLTC inventory, and have just complied with every step for the last thirty years with what CLTC has offered. There is intent to offer me a lease on record in this commission since 2009 June 2nd, I believe June 4th, and I still don't have a lease.

Commissioner Artero-Cameron moved to go ahead and approve what she has already surveyed.

Chairman Garrido stated that Karen had mentioned that's property in question is not in our inventory.

L. Taleu stated that the property is in our inventory.

Karen Perez stated that the residential property that she initially was given and paid the lease on was residential and was told she couldn't build because there was no infrastructure, and that was from 1995 until 2009. Ms. Perez was then told the reason there's no infrastructure because that the property is not in the inventory. It doesn't belong to CLTC.

Commissioner Respicio asked if that fact was correct or not. L. Taleu responded that Ms. Karen is correct, that the property was not CLTC inventory. L. Taleu also stated that at the time CLTC issued a lease to Ms. Perez, the Air Force agreed with the family to utilize the property near the building, which you would have to do the intake to get on base. They requested to use that property to pasture their cows for their cattle and they were approved. The property was given over to CLTC at some point. L. Taleu believes that those families have been issued leases in that area. The lot that they were considered preoccupied.

Commissioner Respicio asked if the lot was in the inventory or not. L. Taleu replied, yes, it's in the inventory of CLTC.
Commissioner Respicio asked if the property that Ms. Perez surveyed is leased to another family.
Karen Perez stated that the property that was surveyed is agricultural, and in 2009, it was not residential; she could have had a dispute, which was resolved. Therefore, it's not considered in inventory at that time in…
Commissioner Artero-Cameron asked if the original lot on one side of the street to get another lot? He asked if Ms. Perez went from one side of the street to the other side of the street.

d. Commissioner Artero-Cameron made a motion to approve the agricultural lease award for Ms. Perez, contingent upon the approval of the Guam Legislature. Commissioner Respicio seconded the motion.
Commissioner Respicio asked for a discussion. She stated her only concern now is when we come to these meetings, based on the staff report, I want to make sure that the request is addressed. It doesn't seem that A, B, and C are being addressed with Commissioner Cameron's motion. I want to make sure that when we leave this table, Ms. Perez walks away feeling fulfilled and satisfied that we've addressed her requests. It seems there are three actions to be taken. I feel like we are going around in a circle. Please make it clear.
e. Commissioner Rojas asked Acting Director Cruz to continue with his comment.
AAD Cruz mentioned that if Ms. Perez has made any payments towards a lease that doesn't exist, we would record it in our book as a prepayment. We will verify because there's no application for payments. An unearned revenue we'll record in our books, but we will definitely get the guidance of our attorney. Again, if Ms. Perez has made payments towards a lease that does not exist, in our books, it's unearned revenue that we're recording as we track it.
Commissioner Rojas asked if they could continue Commissioner Cameron's motion, subject to AAD Cruz's clarification.
Commissioner Respicio clarified the motion to keep it agriculture. That's all his motion.
f. **Motion to approve Karen Kasperbauer Perez for an Agriculture Lease for the property she had already surveyed based on 226FY2020, contingent upon the approval of the legislature, given that the lease exceeds half (.50) acre. Motion by Commissioner Artero-Cameron, Seconded by Commissioner Respicio. MOTION PASSED.**

5. Department of Land Management MOA
   a. Final draft of MOA presented to the board for their approval. AD Cruz also requests to add the Chairperson's signature on the MOA
   b. Motion to approve the MOA between DLM and CLTC to include having our chairman sign the MOA. Motion by Commissioner Rojas, Seconded by Commissioner Respicio. Chairman Garrido called for a vote. MOTION PASSED. 4-0.
6. Guam Waterworks Authority MOA
   a. Amount presented may differ; might increase, might decrease. AD Cruz is seeking the board's approval on the MOA, and also includes the Acting Chairman to sign off on the MOA

b. Motion to approve the Memorandum of Agreement between Guam Waterworks Authority and CHamoru Land Trust Commission to include having our chairman, Mr. Earl Garrido, as the signatory contingent to incorporate Commissioner Respicio's comment about change order or cost of change orders resulting from any oversight from the Guam Waterworks Authority. Motion by Commissioner Rojas, seconded by Commissioner Respicio. MOTION PASSED. 4-0.

c. Discussion from Commissioner Respicio is requesting an assurance of all the items that GWA is to include for their work; no more forgetting of things if anything; nothing in the MOA doesn't include a verbiage if anything is missed that it falls on CLTC / this needs better verbiage to include missing words, "change order," etc.

d. Request for a groundbreaking of the property area as per the request by Commissioner Cameron.

7. Bill No.32-38(COR), Resolution 2025-001
   a. Draft resolution presented before the board as per the request from the Vice Speaker's Office, Ada.
   b. Commissioner Respicio moved to accept the resolution. Commissioner Rojas second. Chairman Garrido called for a vote. MOTION PASSED. 4-0.
8. Lot 7161-R1, Yigo
   a. Work session date, suggesting October 9, 2025, at 1:00 PM at the CLTC Conference Room – discuss the non-commercial lease agreement with GMA for Lot 7161-R1, Yigo
   b. Request for a copy of the prior lease under the past organization Request for financial projection and business plan; looking at revenue activities (annual race, programs, and key stakeholders, etc.) to be included in the plans; sustainability plan – purpose and vision, and description
   c. Commissioner Rojas made a motion to accept the date and time of the work session of October 9, 2025, at 1:00 PM. Commissioner Respicio seconded the motion. Chairman Garrido called for a vote. MOTION PASSED. 4-0.

V. New Business

A. Constituent Matters

1. Angela N.C. Santos (not present)
   a. Motion to accept Angela Santos' request for a building permit based on the attached building plans certified by the building engineer. Motion by Commissioner Respicio, Seconded by Commissioner Artero-Cameron. MOTION PASSED.
   b. Safe for herself and her neighbors, and all our properties should be free and clear of debris; site inspection conducted, and sent her an NTR – all junk to be removed and be in compliance
2. Joleen Marie Almandres (present)
   a. Motion to request to terminate Joleen Marie Almandres' lease agreement on Lot 20, Block 4, Tract 9210 (Phase-I) Yigo. All fees are to cease as of September 18, 2025, and no waiver of past property tax fees. Motion by Commissioner Cameron, Seconded by Commissioner Respicio. MOTION PASSED.

b. Motion to allow Ms. Joleen Marie Almandres to terminate her application. Motion by Commissioner Rojas, Seconded by Commissioner Respicio. MOTION PASSED.

3. Mark Mendiola Almandres (present)
   a. Motion to request to terminate the lease and application of Mark Mendiola Almandres' lease agreement on Lot 7, Block 22, Tract 9210 (Phase-I), Yigo. Motion by Commissioner Rojas, Seconded by Commissioner Respicio. MOTION PASSED.
4. Daniel C. Lujan (present)
   a. Motion to cancel Residential Application and Agriculture Lease Agreement, and Application for Daniel C. Lujan. Motion by Commissioner Respicio, Seconded by Commissioner Rojas. MOTION PASSED.
5. Emilia S.N. Palacios
   a. Consult a title professional as per Commissioner Respicio
   b. Understand the rights of the "title"; as to who? Request from the attorney due to the information pending.
   c. Commissioner Respicio made a motion that the matter concerning the acquired success of Emilia, the Agriculture lease, be presented to DAG Miller for his clarification. The motion was seconded by Commissioner Rojas. Chairman Garrido called for a vote. MOTION PASSED. 4-0.
6. Pedro B. Blas; Patrick Blas (Attorney-in-Fact) Present
   a. Commissioner Rojas made a motion to approve the request to relinquish a portion of Pedro B. Blas's property to allow Pedro Blas Jr. to comply with the lease terms. The motion was seconded by Commissioner Respicio. Chairman Garrido called for a vote. MOTION PASSED. 4-0.
7. Pedro B. Blas Jr. (present)
   a. Commissioner Rojas made a motion to approve the request to relinquish a portion of Pedro B. Blas's leased lot to allow Pedro Blas Jr. to comply with the lease terms. The motion was seconded by Commissioner Respicio. Chairman Garrido called for a vote. MOTION PASSED. 3-0.
   b. Commissioner Respicio made a motion to disapprove to revert the application and lease terms from agriculture to residential. The motion was seconded by Commissioner Rojas. Chairman Garrido called for a vote. MOTION PASSED. 3-0.
8. Ryan Muna (POA Richard Muna appeared)
   a. Motion to amend Residential Lease agreement to reflect Lot 15, Block 15, Tract 11405 Dededo to Lot 13, Block 15, Tract 11405 Dededo by Commissioner Respicio. Motion by Respicio, 2nd by Rojas.
   b. Request to consider his son's situation; seeking the board to amend the PL in regards to his son and others being on active duty. PL37-131 addresses leases with clouds (discussed with the board). Work session request to further discuss this issue. Needs the Legislature to amend this because the board cannot make this decision.
9. Martina Cruz
   a. Frustration with the fact that she cannot acquire a surveyor
   b. As per Respicio, the surveyors are limited and suggest getting the services prepaid so that the survey will be completed

c. Work with Mr. Eay regarding the survey situation

B. Designation of Public Information Officer

1. **Motion to continue the appointment of Commissioner Cameron and all matters as directed by our Chairperson, Garrido. Motion by Commissioner Rojas, Seconded by Commissioner Respicio. MOTION PASSED.**

C. Real Property Taxes Assessment

1. According to Commissioner Respicio, the Commission has no authority to waive taxes or fees. The constituent must go to DRT.

D. Switch/Transfer of Application Date/Time

E. Switch of Application Type

F. Letter from the Governor – Request for a Designated Staging Sit

G. Portion of Lot 440, Merizo Transworld Radio

1. Remove all transmitting antennas based on the lease agreement, but the towers can remain, given that the government puts down something on paper, for 10 years or so, maintaining the towers on site
2. Suggested to retain the towers that are on the property as per Trans World representatives
3. **Motion to table this request until the next meeting to be able to work with the community on the usefulness of this type of equipment. We will be very expeditious at their request. Motion by Commissioner Respicio, Seconded by Commissioner Rojas. MOTION PASSED.**

H. Bill No.182-38 (COR)

1. CLTC received a letter
2. Commissioner Respicio made a motion to table the bill.

V. Public Comment

No public comment

VI. Next Meeting

Thursday, October 16, 2025, at 1:00PM, CLTC Conference Room, Suite 223, ITC Building, Tamuning, Guam 96913

VII. Adjournment

1. **Commissioner Respicio made a motion to adjourn the meeting. Commissioner Rojas seconded the motion.** Acting Chairman Garrido called for a vote. Meeting adjourned at 4:59 P.M.

Transcribed by: Jessica Dayday, Land Agent II

Approved by motion in the meeting of **November 20, 2025**

Acting Chairperson Earl J. Garrido _____ Date 11-25-25



Administrative Director's Report

ADMINISTRATIVE DIRECTOR'S REPORT

NOVEMBER 20, 2025

I. ADMINISTRATIVE

A) FY2025 Nine Million Dollar Appropriation

1) GPA – In the process of preparing an application for the lots within the parcels that the board has approved for the installation of power. We anticipate on December 2, 2025 the applications for the first parcel will be submitted. Every subsequent week after we will be submitting the applications for the other parcels until completed.

2) GWA – A letter submitted to DLM to transfer Tract 1113 Block 16 to the inventory of CLTC. (Letter attached)

3) DLM – Full payment has been made to DLM. We will be receiving DLMs proposed project listing in the order of commencement for the various projects.
    a. Site visit Tract 319 Agat – 11/18/2025

B) FIX and Six program Guam Community Block Grant, Housing Rehabilitation/Reconstruction – November 10, 2025 (Please see attachment)

II. LAND ADMINISTRATION

A) Lot 440-4, Municipality of Merizo

1) Mayor of Merizo submitted a letter regarding property
2) Pending Information from the Office of Infrastructure & Policy Development

B) Pending Applications Update – Please see attachment.

III. COMMERCIAL

1) October 14, 2025 a site inspection was conducted on Alupat Island Tamuning due to a concern of a wooden structure being erected and unauthorized occupants. Letter sent to DLM for lot verification prior to any further action.

2) November 19, 2025 received the First Amendment 2nd Draft of the GICC Commercial Lease from GICC.

Kumision Inangokkon Tano' CHamoru

(CHamoru Land Trust Commission)

P.O. Box 2950 Hagåtña, Guåhan 96932 • Phone: (671)300-3296 • Fax: (671)300-3319 • Email: cltc.admin@cltc.guam.gov

Lourdes A. Leon Guerrero
I Maga'Haga
Governor of Guam

Joshua F. Tenorio
I Segundo Maga'Lahi
Lt. Governor of Guam

Commission Members

Earl J. Garrido
Acting Chairperson

Joseph F. Artero-Cameron
Commissioner

Fabrienne Cruz Respicio
Commissioner

Jeremy J. Rojas
Commissioner

Vacant
Commissioner

Joseph B. Cruz Jr.
Acting Administrative Director

November 13, 2025

RECEIVED
NOV 13 2025
Department of Land Management
Director's Office
Dipåttamenton Minanehan Tano

Joseph M. Borja
Director
Department of Land Management
ITC Building, Suite 733
590 S Marine Corps Dr.
Tamuning Guam 96913

SUBJECT: TRACT 1113, BLOCK 16, MUNICIPALITY OF DEDEDO

Buenas yan Håfa Adai Mr. Borja!

The CHamoru Land Trust Commission (CLTC), in collaboration with the Department of Land Management, has invested substantial time in developing plans for subdivisions to facilitate the awarding of residential and agricultural leases. Building on the efforts of the past, CLTC has now committed to installing water and wastewater infrastructure in Tract 1113, Block 16, Municipality of Dededo, which will serve approximately seventy-one (71) residential lots as outlined in the prepared scheme. Unfortunately, I have learned that Tract 1113, Block 16 has not yet been transferred to CLTC. Therefore, under the authority granted by Public Laws 33-104, 33-176, and 34-20, I respectfully request the transfer of Tract 1113, Block 16, Municipality of Dededo, to the CHamoru Land Trust Commission for the purpose of creating a residential subdivision.

Senseramente,

Earl J. Garrido
Acting Chairperson

Cc:
Joseph F. Artero-Cameron, CLTC Commissioner / PIO

GUAM HOUSING AND URBAN RENEWAL AUTHORITY

COMMUNITY DEVELOPMENT BLOCK GRANT - DISASTER RECOVERY



Rehabilitation and Reconstruction of Owner-Occupied Housing

This program provides assistance to homeowners whose primary residence was damaged or destroyed by Typhoon Mawar. It covers rehabilitation and reconstruction services.

Do you Qualify?

You may be eligible for this program if you:

- Owned the home at the time of Typhoon Mawar.
- Occupied the home as a primary residence at the time of Typhoon Mawar.
- Have an income at or below 120% of the area median income.

Maximum assistance available:

$300,000

QR CODE

We invite households impacted by Typhoon Mawar to complete this short survey to help GHURA assess housing needs and prepare for the upcoming CDBG-DR application process.

Required Documentation Includes:

- Government issued ID
- Proof of Occupancy (utility bill, lease)
- Proof of ownership (deed, title, mortgage statement)
- Proof of income (tax returns, pay stubs, benefit letters)
- FEMA/SBA/Insurance award letters (if applicable)

For more information about CDBG-DR, please visit our website at:

guamcdbgdr.org

For questions and more information about the Disaster Recovery Housing Program, please email us at:

housing-dr@ghura.org

This program is paid for with funds made available through Housing and Urban Development Community Development Block Grant - Disaster Recovery

Doc. No. 38GL-26-2058.*

FIX IN SIX!

Rebuilding communities one home at a time.

ELIGIBILITY

- Home must be the homeowner's primary residence
- Must submit documentation of storm-related damage(s) (e.g. pictures, insurance claims, receipts, etc.)
- Duplication of benefits (DOB) review required: FEMA, SBA, and insurance payments will be considered before awarding assistance

2025 Income Limits	Household Size							
	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
80% AMI (Priority)	$54,250	$62,000	$69,750	$77,500	$83,700	$89,900	$96,100	$102,300
120% AMI	$81,400	$93,000	$104,650	$116,300	$125,600	$134,900	$144,200	$153,500

Although the program is open to all qualified households earning up to 120% of the AMI, assistance will be provided based on the priority order outlined below.

PHASE	PRIORITY
	80% Area Median Income (AMI)
Phase 1 (Rehabilitation)	**Priority 1:** Low- to moderate-income (LMI) households in Dededo and Yigo displaced by Typhoon Mawar. **Priority 2:** Low- to moderate-income (LMI) households in all other villages displaced by Typhoon Mawar. **Priority 3:** Low- to moderate-income (LMI) households provided a temporary roof by FEMA or the Government of Guam.

This program is funded by Community Development Block Grant Disaster Recovery (CDBG-DR) funds administered by Guam Housing and Urban Renewal Authority (GHURA)

Doc. No. 38GL-26-2058.*

Total Paid Application received as of 4/28/2025 11,794
Total Leases Awarded as of 4/28/2025 2,911
Total Applications Pending lease award 4/28/2025 **8,883**

						These Categories Does Not Affect Count								
	New Application	Board Terminated	Recatorgized Lease w/cloud	Board Approved Lease Issuance forwarded to Legislature	Board Approved Lease Issuance	Pending Qualification Documents	Pending Board Approval	Pending Documents to prove compliance ability (Residential)	Not Ready to comply with lease terms	Referring to AG's Office for Review	Revert Back to Original Applicant	Priority 2	Priority 3	Applications Pending Lease Award
Applications Pending Lease Award (as of 4/28/2025)														8,883
Batch 1 (5)		4	1											8,878
Batch 2 (24)		15	1	1					4	1		2		8,861
Batch 3 (25)		16	2	1		3	1	1			1			8,842
New Applications Received (4/29/2025 - 9/15/2025)	7													8,849
Preoccupier (1)					1									8,848
New Applications Received (9/16/2025 - 11/19/2025)	2													8,850

On Nov. 12, 2025 Certified Letters was sent to the next 25 in line to commence the lease award process. Then on November 14, 2025 the next 25 list was published.
The anticipated date to send out Certified Letters for the next 101 in line is on Dec. 10, 2025 and publish on Dec. 12, 2025.



Old Business

Tract 10125-15, Yigo
Global Recycling Center

CHamoru Land Trust Commission
Staff Report – Commercial

Global Recycling

I. PURPOSE
1. CLTC Board Follow-up

II. ISSUE(S)

1. Global Recycling is utilizing and conducting business on Lot 10122-15 through a "Authorization to Occupy" issued on January 6, 2015.

2. Under the "Authorization to Occupy" Global Recycling is not obligated to pay monthly rental fees and real property taxes.

3. Non-compliance with 21 GCA, §75107(f), when the CLTC board approved the issuance of a commercial license to Global Recycling on Lot 10122-15 for public purposes on September 19, 2019. Section 75107(f) reads "Nothing herein shall be construed to authorize the commercial lease or the license of Chamorro Land Trust properties prior to the promulgation of the rules and regulations, pursuant to the Administrative Adjudication Act or adoption by I Liheslaturan (the Legislature), to govern commercial leases and licenses" .

4. Non-compliance with 21 GCA, §75122(b)(6), and §75A122(b)(6), when the CLTC board approved the issuance of a commercial license to Global Recycling on Lot 10122-15 for public purposes on September 19, 2019. Section 75122(b)(6) reads "Any solicitation for interest or proposal prior to the enactment of this Act, for commercial activity on CLTC land with the intent of entering into a commercial lease shall be null and void." This section was enacted under PL 33-95 signed into law on November 9, 2015.

III. FACTS
1. Location: Lot no. 10122-15, Municipality of Dededo
2. Lot Size: 52,925+/- square meters
3. Type of Activity: Recycling

IV. CHRONOLOGY
1. January 20, 2000, Benny Bello, President of HMS Recycling appeared before the board requesting to lease property in Dededo next to the Dededo Solid Waste Transfer Station.

2. February 11, 2000, a letter from Acting Administrative Director Ronald E. Teehan, Jr. was sent to HMS Recycling, Guam issuing the company a temporary authorization to continue its metallic debris processing on a portion of Lot 10122-15, Dededo.

3. March 30, 2000, CLTC staff Kimble Lujan presented the request from HMS Recycling Guam, Inc. Chairman Gumataotao requested that HMS Recycling obtain documentation from Guam EPA a clearance to operate their recycling business.

4. On September 28, 2000 Benny Bello, President of HMS Recycling presented his proposal to board to clean up metallic debris located on Lot 10122-15 to prevent CLTC from being fined. In return for his efforts he would like a lease for an area located by Price Cosco in Barrigada. Motion to approve the proposal of HMS Recycling was made and approved.

5. February 13, 2001, Deputy Administrative Director Jesse L.G. Perez issued an "Interim authorization to continue activities on a portion of Lot 10122-15, Dededo to Benny Bello, President of HMS Recycling, Guam dba Ko'Ko Recycling.

6. June 28, 2001, Administrative Director Ronald E. Franquez Teehan issued a letter to Benny B. Bello, President of Ko'Ku Recycling, Guam regarding commission approval of a Commercial License to Ko'Ku Recycling, Guam, authorization to proceed with permitting, development and operations on Lot 5219-1, Barrigada, and authorization to continue operations on Lot 10122-15, Dededo.

7. July 6, 2001, Administrative Director Ronald E. Franquez Teehan issued a letter to Benny B. Bello, President Ko'Ku Recycling, Guam amending the June 28, 2001 notice of approval to Ko'Ku Recycling, Guam, additionally authorizing the continuance of operations to receive and process recyclable material on Lot 10122-15, Dededo.

8. June 25, 2003, Benny B. Bello, President of HMS Recycling issues a letter to Acting Director Joseph Borja regarding Dba name change.

9. September 4, 2003 Acting, Administrative Director Joseph M. Borja and Benny B. Bello, President of Ko'Ku Recycling affixed their signatures on the License Agreement between the Chamorro Land Trust Commission and Ko'Ko Recycling for Lot 5219-1-1, Barrigada, Guam. Commencement date of License is the completion of the cleanup of Lot 10122-3-R1, Dededo, Lot 10122-15, Dededo, and Lot 5219-1-1, Barrigada or 2 years from the date of execution of this license, whichever occurs sooner, shall hereinafter be referred to as the "Commencement Date", whichever occurs sooner.

10. January 15, 2004, BKA Ko'Ku LLC enters into a Scrap Baling Agreement with Mr. ShangGuan Mai.

11. August 31, 2004 BKA KOKU, LLC enters into a Scrap Baling Agreement with Global Recycling Center.

12. February 8, 2006 Joe Morcilla who is a planning consultant represented Felix Quan part owner of Global Recycling Center and would like the Chamorro Land Trust Commission to approve the negotiation of a lease of the property Global is currently operating on.

13. March 28, 2006, Administrative Director issues a letter to Benny B. Bello of Pacific Rim Resources Dba Ko'Ku Recycling informing Mr. Bello that the cleanup of Lot 10122-15 has been substantially cleared of metallic waste and requested for a closure plan, submit certified documents of metallic waster removed to GEPA, cease the acquiring new material onto property, and copies of financial statements, baling and or subcontracting

arrangements/contract agreements. Also, mentioned CLTC is to receive forty (40%) percent of all income generated from the property. In addition Mr. Bello and his firm was advised that effective May 1, 2006, any and all revenues derived from any subleasing and/or subcontracting (baling and other related activities) shall be to the Chamorro Land Trust Commission.. A Scrap Bailing Agreement between Mr. ShangGuan Mai and BKA Ko Ku' LLC was submitted. Further review is needed to determine if the balance of the credit issued from cleanup should be recalculated.

14. April 17, 2006 Benny Bello, President of Ko'Ku Recycling responds to CLTC letter dated March 28, 2006. Mr. Bello concurs that Dededo site is adequately complete and if the Commission wants to take possession he is fully supportive. Furthermore, Mr. Bello requested for a little more time than the 30 days given. Mr. Bello also stated that they also were wanting to lease the property. A letter to Shang Guam Mai, was attached to Mr. Bello's letter to the Commission. Also, attached was a proposed amendment to Ko'Ku's Commercial License Agreement.

15. May 2, 2006, Administrative Director Thomas A. Elliott issues a letter granting a 90 day extension with conditions.

16. On June 19, 2006 an "Authorization to occupy and proceed with permitting, development, operation and maintenance of recycling facilities" memo was issued by Administrative Director Thomas A. Elliott. (Hua Mei Enterprises (Guam) Inc. A portion of Lot 10122-15 not to exceed three (3) acres subject to survey & Global Recycling Center, Inc. A portion of Lot 10122-15, not to exceed seven (7) acres subject to survey)

17. May 6, 2008 Daniel Chu, General Manager of Global Recycling Center requesting for additional 3 acres.

18. June 25, 2008 Administrative Director presented the request of Global Recycling Center Inc. for a Commercial License for Lot 10122-15-1, Dededo. Administrative Director mentions that Global Recycling was actually using a portion of the lot under DPW. Acting Commissioner Matanane made a motion to table the request by Global Recycling Inc. until the details are completed with the termination of the other company that is leasing that place. Commissioner Gumataotao seconded the motion. There were no objections, MOTION PASSED.

19. June 17, 2010 Administrative Director Jesse Garcia presents Global Recycling to the board. Note a moratorium was in place according to Administrative Director. No decision made; tabled till next meeting.

20. July 11, 2011 a letter to Global Recycling Center Inc. from Administrative Director Monte Mafnas was received. Please note no date on letter. Mr. Mafnas stressed that Global was operating without a license or lease. Furthermore, Global was conducting business illegally on CLTC property for many years.

21. August 12, 2001 a letter issued to Daniel Chu, Global Recycling Center Inc. from Administrative Director Monte Mafnas regarding delinquent monthly rental amount. Total amount due as stipulated on the letter was $366,166.00 Please note letter date maybe in error I believe correct date should have read August 12, 2011.

22. August 18, 2011 Administrative Director Monte Mafnas presented Global Recycling Center Inc. to the board. Mr. Chu agreed if given three years to clean up he will move out. Mr. Chu mentioned that his company was not there to start a business but rather to clean the property. Mr. Chu guaranteed to move out within 3 years.

23. September 6, 2011 an "Authorizing Global Recycling Center Incorporated, to continue using Lot No. 10122-15" extension granted for 3 years, memo was issued by Administrative Director Monte Mafnas.

24. September 15, 2011 Administrative Director Monte Mafnas presents Global Recycling Center, Inc. to the board. Mr. Mafnas mentioned a signed lease agreement enabling a rent credit to a tune of approximately seven point five million dollars. No lease agreement found in file. Also, Mr. Mafnas had stated that Mr. Chu has agreed to terminate that lease agreement provided we give him an opportunity to stay of the next three years at the same site while he cleans it and we develop a plan for affordable homes and for a Government building. Mr. Chu had agreed to pay upfront hundred thousand dollars and offered thirty percent of the gross income from Government Purchase Orders (PO) once money is received. Mr. Chu agreed to relocate to Yigo solid waste station. Check No. 5360 from Global Recycling Center was found in file for One Hundred Thousand Eight dollars ($100,008.00). Although, the check received and deposited with the Treasurer of Guam was Check No. 096657 in the amount of One Hundred Thousand dollars ($100,000.00).

25. May 30, 2012 CLTC and Global Recycling enter into a Memorandum of Understanding (MOU) establishing a cooperative working public/private relationship with regards to the utilization of a Caterpillar Tractor Full Tracked Dozer 1550 D4 owned by CLTC.

26. April 17, 2014 Acting Director David Camacho presents Global Recycling to the board. Acting Director David Camacho mentioned "a March collection too on the back of $36,259.18." FY2014 audit and AS400 reviewed there is no record of collection of $36,259.18 from Global Recycling Center Inc.

27. September 18, 2014 Administrative Director Michael Borja presented Global Recycling Center's request for a Commercial License for Lot 10122-15, Dededo.

28. On January 6, 2015 an "Authorization to Occupy" memo was issued by Director Michael J.B. Borja.

29. June 26, 2017 Daniel Chu, GM of Global Recycling Center submits incident letter regarding Caterpillar D4.

30. August 16, 2019 Administrative Director presented Global Recycling Center to the board. Staff recommended a 60 to 90 day cease and desist order be issued. Motion made and passed to issue a 90-day cease and desist letter to GRC Inc. Motion made by A. Duenas and seconded by A. Santos. Approved.

31. August 19, 2019 Administrative Director held back the issuance of cease and desist letter until further review is conducted.

32. August 26, 2019 Melvin Javier, Techniancian II submitted a draft of 24 proposed residential lots on Lot 10122-15.

33. On September 19, 2019 the CLTC board approved a commercial license issuance for public purpose authorized through “the commercial licensing process as described in Title 21 Chapter 75, Section” 75107.

34. February 20, 2020 CLTC board approves the License pending revision on insurance liability and in-kind services to the CHamoru Land Trust Commission.

35. March 5, 2020 Draft license sent to Global for review

36. March 11, 2020 Global requesting to reschedule meeting so Daniel can review with his lawyer.

37. March 12, 2020 scheduled meeting with Global

38. September 24, 2020 email sent following up on Global’s proposed license.

39. November 9, 2020 CLTC informed that Global will do appraisal when “we are out of PCOR 1”. “The business environment is very unstable.”

40. January 5, 2021 Global submits 2019 Financials

41. January 21, 2021 former AD Hattig provides board with the status of Global’s Proposed Public Improvement Commercial License.

42. February 1, 2021 former AD Hattig issues a letter informing Global that they have till February 15, 2021 to respond as to accepting or denying the proposed commercial license.

43. March 2021 Global submits two appraisal reports.

44. August 10, 2025 A Tire Fire occurred on the premises occupied by Global Recycling (Lot 10122-15).

45. August 28, 2025 Email sent from GRCGuam with an attached proposal GRC made for the land usage of Lot 10122-15-R1 and Lot 10122-15-1.

46. September 16, 2025 a letter sent to Daniel Chu, President, Global Recycling Center Inc. regarding a Phase 1 Environmental Study.

47. October 6, 2025 a reminder email sent to GRCGuam regarding the September 16, 2025 letter.

48. October 6, 2025 GRCGuam responded to October 6, 2025 email requesting for CLTC assistance in finding a qualified vendor and extension to complete the Phase 1 Environmental Study.

The Acting Director suggested on the moratorium from January 20 thru February 2 and then decide from there whether to extend the moratorium.

4. From HMS Recycling, Guam
re: Proposal to lease Lot 10122-15, Dededo for staging and processing metallic waste and other recyclable products

The Acting Director informed the Commissioners that this company which is headed by Benny Benavente Bello is a waste metal collection and recycling business. They are requesting to lease property in Dededo next to the Dededo Solid Waste Transfer Station. The Acting Director commented that he is in favor of entering into some kind of licensing agreement with HMS. There are metal dumps throughout the island. This is a potential of helping the Commission get rid of the junk cars and other metals. This company would do good for both the island and the Commission. Presently, at the Solid Waste Transfer Station there are a lot of junk metals on the property and there is an order by GEPA to DPW to resolve the situation with the metallic waste. The Commission is the property owner and GEPA may turn around and cite the Commission.

The Acting Chairman commented on not addressing this request until all regulations with GEPA are complied with.

Commissioner San Nicolas inquired on the designation of the property.

The Acting Director stated that it is still at an agricultural zone.

The Acting Chairman commented that he is in favor of the request but the Commission needs to make sure that everything is in compliance with GEPA.

The Commission will protect itself should the request be approved, so that the Company does not get up and go leaving a metallic junk pile for the Commission to take care.

Attorney Arens commented that it would make the land more potential and it would benefit the island in the long run. Attorney Arens commented that the Commission shouldn't approve it at this point other than Mr. Teehan's continued negotiation and then he envisions that once a contract is presented then at that time it would be approved by a vote. The contract would answer any and all questions that the Board may have.

IV. DIRECTOR'S REPORT

The Acting Director informed the Commission that Senator Lamorena has introduced Bill 253 which allows the Commission to go through the general market to develop the Oka Point lot. It also provides that the Commission will be assisted

Chamorro Land Trust Commission

P.O. Box 2950 Hagåtña, Guam 96910
Phone: 475-4251 Fax: 477-8082

Joseph T. Gumataotao, Chairman
Rita C. Okada, Commissioner
John Q. Finona, Commissioner
Tomas T. Aguon, Commissioner
Lucy B. San Nicolas, Commissioner

Joseph M. Borja
Administrative Director

Ronald E. Teehan, Jr.
Dep. Administrative Director

February 11, 2000

Mr. Benny B. Bello
President
HMS Recycling, Guam
"Nihi Ta Na' Bunitu I Isla-ta"
538 Bello Road
Barrigada, Guam 96921

Re: Interim Authorization to Continue Activities on a Portion of Lot 10122-15, Dededo.

Dear Mr. Bello:

The Commission is reviewing your request for the issuance of a Commercial License for a thirteen (13) acre portion of Lot 10122-15, Dededo. Subject to the completion of management and staff review, it is anticipated that the Members of the Commission will be prepared to address your request within the next thirty (30) days.

In the interim period, HMS Recycling, Guam, is authorized to continue its metallic debris processing on a portion of Lot 10122-15, Dededo. All activities by HMS Recyclig, Guam, shall be conducted in a manner fully compliant with all applicable laws, rules and regulations.

Please be advised that this authorization is temporary, subject to the approval or denial by the Commission of a more definitive arrangement regarding the use and occupancy of the property.

Should you have any questions, please do not hesitate to contact Mr. Kimbley Lujan, Commercial Division, at 475-4256.

Sincerely,

Ronald E. Teehan, Jr.
Administrative Director, Acting

cc: Director, DPW
Administrator, Guam EPA

Commissioner Finona and Commissioner Aguon approved recommendation for approval for license.

III. OLD BUSINESS

From HMS Recycling, Guam, Inc.

CLTC staff member Kimble Lujan presented the request from HMS Recycling, Guam, Inc.

Chairman Gumataotao inquired if any of the neighbors by the Dededo Transfer Station have any objections to HMS Recycling.

Mr. Lujan answered that the neighbors are actually pleased with the idea because the Transfer Station is such an eyesore. Acting Administrative Director added that the neighbors are actually looking forward to the cleanup and also that the Dededo Transfer station is technically CLTC property and CLTC is responsible for the cleanup. Acting Administrative Director continued stating that the proposal has been discussed with the Guam EPA and that island wide clean up projects have strong support from the Governor's office.

Chairman Gumataotao requested that HMS Recycling obtain documentation from Guam EPA a clearance to operate their recycling business.

Legal Counsel added to also get the opinion of the Attorney General on the matter. Acting Administrative Director clarified that the issue will be addressed to the Legal Counsel for Guam EPA.

IV. DIRECTOR'S REPORT

Acting Administrative Director commented on the need for more personnel. He further stated that the Commission is working on transferring the currently detailed employees from other departments along with the funds for those personnel to the Commission. Acting Administrative Director explained that the current workload for staff is over loaded and the shortage of manpower is hampering operations at this time. He added that although staff is tight, the Commission is still maintaining files, addressing special projects, processing cases and resolving disputes. Acting Administrative Director also indicated that major progress has begun with the residential lots in Tract 9210 (Phase – 1), Yigo, with utility poles and lines ready to be energized. He added that the other residential lots in Tract 319 – Unit 3, Agat will begin establishing all major access roads and the Commission has identified base course material for the project.

Chairman Gumataotao questioned where the money for the project is identified.

Acting Administrative Director commented that the money has been identified from a purchase order from last year's budget. He further stated that all projects had to be prioritized and could not entertain individual requests. He explained

Chamorro Land Trust Commission

P.O. Box 2950 Hagatña, Guam 96932 Phone: 475-4259 Fax: 477-8082

Joseph T. Gumataotao, Chairman
Tomas T. Aguon, Commissioner
John Q. Finona, Commissioner
Lucy B. San Nicolas, Commissioner

Ronald E. Franquez Teehan
Administrative Director
Eustaquio (Pak) Punzalan
Deputy Administrative Director

COMMISSION MEETING MINUTES
907 Central Avenue, Tiyan
September 28, 2000; 10:00 a.m.

I CALL TO ORDER

Chairman Joseph Gumataotao called the meeting to order at 10:10 a.m. Present were Chairman Joseph Gumataotao, Commissioner Tomas Aguon, Commissioner John Finona, Attorney Richard Arens for Legal Counsel Randall Cunliffe and Administrative Director Ronald Teehan. Not present were Commissioner Lucy San Nicolas and Legal Counsel Randall Cunliffe.

II APPROVAL OF MINUTES (August 24, 2000)

Commissioner Aguon moved to approve the minutes of August 24, 2000 subject to corrections. Commissioner Finona seconded the motion. MOTION PASSED subject to corrections.

III OLD BUSINESS

1 HMS RECYCLING

Administrative Director states that Benny Bello from HMS Recycling is here to present his proposal to the Commission as per their request. Their request is to obtain a license in Barrigada Heights in exchange for removal of debris in the Dededo Site.

Benny Bello, President of HMS Recycling presents his proposal submitted to the Commission. The Dededo site contains 13 acres of twenty thousand tons of metallic debris that was collected by government officials. Department of Public Works would be assisting in clearing the site up. The property is under the jurisdiction of the Chamorro Land Trust Commission so the Commission is responsible for the clean-up and will be fined. Mr. Bello has met with Department of Public Works, Guam Environmental Protection Agency and the Port Authority and they all agreed in assisting with the clean-up. HMS has moved over fifty thousand tons of metallic waste in the past. The area that they are requesting to use is located by the old Price Cosco in Barrigada Heights. The area is actually a Coral Pit and was used for filling at one time. They would like a lease for this area for their efforts. For the PAKA project they did it cost $17.50 per cubic yard,

just for the Dededo site it is 300-400 thousand cubic yards. This will eliminate the liability with GEPA, HMS would clear the site and make it a productive property that CLTC can lease out in the future. HMS is the only permitted company that handles tire and metal debris. Once the property on Route 16 is filled in they will turn it back to CLTC for use. Further adds that the reason why they are willing to do this is because it is the only solution for the community. They will have a system that will make sure that debris be taken off on a regular basis. He brought this proposal to the Beautification Task force and they unanimously support him.

Chairman Gumataotao questioned the Administrative Director if he had talked to the Guam Environmental Protection Agency. Administrative Director replied that he spoke with David Longa from GEPA and was told that CLTC is ultimately liable for the debris. Other proposals in the past has failed and this proposal by HMS is the most coordinated he has seen. They have the cooperation from other agencies. Further added that he is in favor and suggests that the Commission approve. Chairman Gumataotao questions the effect on the environment. Benny Bello states that there is a problem already on the environment the oil is leaking into the aquifer. He brought this issue to the board in January and February. HMS intentions are to clean up not to put a detriment on the environment. Administrative Director adds that with discussions with Jesus Salas and David Longa of GEPA they are all in agreement with the HMS proposal.

Commissioner Aguon states that if the Commission waits any longer CLTC will be fined and he supports the proposal. Commissioner Finona states that he wants to discuss it more. Benny Bello states that he has already scheduled ships to come in and has already lost money waiting for the Commission to come to a decision. Everything that the Commission has asked he has done, the ships agreed to take the debris and that they are running out of time. Further added that if the Commission does not make a decision he will pull the plug on this proposal. He came to this Commission meeting today for an answer.

Administrative Director states that Mr. Bello has followed the property permitting procedure. Commission Aguon makes a motion to approval the proposal of HMS Recycling. Chairman Gumataotao seconded the motion subject to HMS working with Legal Counsel. **MOTION APPROVED.**

Administrative Director states that the eviction on Fatima Street has been issued and the vendors are here to appeal. Suggests that the Commission hear them after new business because it will take some time. Commission Agrees.

for review and to bring it up in the next meeting. Administrative Director requests that a special meeting be schedule, the time is of the essence.

Benny Bello from HMS recycling company states that he has been working with the metallic waste program for the last 2 years. Presently worked with the removal of Typhoon PAKA metal debris plus the asbestos program in assisting of removing sixty thousand (60,000) tons of metal waste on the land. One issue that has been brought up to them was the Dededo site, for the last ten years the Commission has given permission to Department of Public Works (DPW) to stop metal waste, now there is about twenty thousand (20,000) tons of metal waste. They buried cars and other types of material that is contaminating the water well. The Commission has been threatened to be fined by the Federal Environmental Protection Agency and Guam Environmental Protection Agency has been working with HMS to try and find a solution. HMS has approached DPW about a shredder, which they have in their possession to allow them to use, which will reduce the cost. HMS would bring in another company to fix the shredder from DPW and assist in the clean up. HMS is approaching the Commission to grant them authorization to work with DPW to remove and process the metals. DPW would take care of the hazardous issues and the waste stream. It's a win, win situation for the island because of the water well. In the future it would be good for the Commission because its almost like a liability due to the fines being threatened and the Commission could lease to the golf course or some other entity. In exchange HMS would like to obtain a license on Route 16 to operate. The PAKA bid almost paid over $10 per cubic yard for clean up, the Dededo site has over 2 million cubic yards of material that needs to be cleaned up. DPW is chipping in to remove the waste metal and GEPA is making sure that all the requirements are met. Administrative Director states Recovery Act even though CLTC did not put the hazardous material there CLTC is still liable because it owns the property. CLTC would be part of any federal actions if that area is not in compliance. This is a win, win proposal , CLTC must have that area cleaned up and efforts in the past have not accomplished this. This is one of the better proposals that he has seen come forward. Has been part of the inner agency task force examining this issue with DPW and GEPA. Port Authority and the Guam Fire Department who has been participating for a number of months now. They also identified another area in Agat that can be a joint project with CLTC, DPW and GEPA as a staging area for disaster debris, tires, washing machines etc.... CLTC has to be participates in this if the waste is not properly managed it ends up on CLTC property. There are literally thousands of tires on one site, there are Washing machine graveyards it's a severe problem. The main concern to him is the Dededo Solid Waste Transfer Station the property behind it. Seriously considering the liability, CLTC is fortunate that the USEPA is giving us some time but are still threatening to take action. CLTC still needs to take a proactive approach to resolve this situation. This is a Chamorro Company making this proposal, they have been a significant player in the past two years since Typhoon PAKA in cleaning up. This sets up the process, if CLTC gets rid of what they have now it would be a regular flow stream in the future. Administrative Director recommends that the Commission move forward on this proposal.

Commissioner Lucy San Nicolas requests for a copy of the proposal. Benny Bello adds that the company has done a lot of these efforts, the company has lost money that was invested into the islands continuous metal program. He knows that without this program metal will continue to stay, there are over thirty thousand abandoned vehicles and forty thousand appliances on CLTC property. This would solidify the foundation for ships to come in on a regular basis. Even if the company was to break even it would be okay. Commissioner San Nicolas clarifies Mr. Bello's request stating that Mr. Bello wants CLTC property to do their business on Route 16. Mr. Bello states that they need a fill area to work with, one of the things they do is take tires and other types of material and process them then fill the hole up and make it a productive area for the island. Their exchange is the use of the property. Commissioner San Nicolas questions if there is a time frame that they can give the Commission. Benny Bello's states that they can make a commitment for a 2-3 year period. Chairman Gumataotao instructs Administrative Director to put the package together for approval and the next working session. Benny Bello states that they have a temporary authorization from CLTC and an authorization from Public Works to process the material to help get it going. Commissioner San Nicolas states that before she approves the project she would like to review the proposal. Administrative Director states that this has been a joint project with the other departments Legal Counsel states for the record that he received a call from Mr. Bello about a portion of what he is talking about today and he did not realize that the property in Dededo was CLTC property, the reason Mr. Bello called Legal Counsel was because Legal Counsel represents another company that Mr. Bello has an involvement with. Legal Counsel verifies that he does not have any conflicts with regard to this overall process and if he does then the other party could sign a waiver of any conflicts and allow him to proceed.

V DIRECTORS REPORT

Administrative Director states that everything has been discussed in Old Business.

Chairman Gumataotao questions the status of Ramon Torres. Administrative Director replies that Ramon Torres is still on the waiting list. When Mr. Torres' date and time comes up the Commission will entertain his application.

Commissioner Finona informs Administrative Director that he was approached by the Dededo Mayor and was told that the property where the Dededo Flea Market is on is now under the Dededo Municipal Council office. The Dededo Mayor also told him that a Bill was just passed. Administrative Director states that there was a Bill that was introduced but has not been passed. The Dededo Mayor tried to have the Legislature take the property away from CLTC, but the Bill has not been reported on the Committee.

Commissioner San Nicolas questions when Ramon Torres applied. Administrative Director states that sometime after the year 1995 and that he does not have a Land Use Permit for the area, also he is not pre-occupying. On Mr. Torres' application he stated

Commissioner Finona and Commissioner Aguon approved recommendation for approval for license.

III. OLD BUSINESS

From HMS Recycling, Guam, Inc.

CLTC staff member Kimble Lujan presented the request from HMS Recycling, Guam, Inc.

Chairman Gumataotao inquired if any of the neighbors by the Dededo Transfer Station have any objections to HMS Recycling.

Mr. Lujan answered that the neighbors are actually pleased with the idea because the Transfer Station is such an eyesore. Acting Administrative Director added that the neighbors are actually looking forward to the cleanup and also that the Dededo Transfer station is technically CLTC property and CLTC is responsible for the cleanup. Acting Administrative Director continued stating that the proposal has been discussed with the Guam EPA and that island wide clean up projects have strong support from the Governor's office.

Chairman Gumataotao requested that HMS Recycling obtain documentation from Guam EPA a clearance to operate their recycling business.

Legal Counsel added to also get the opinion of the Attorney General on the matter. Acting Administrative Director clarified that the issue will be addressed to the Legal Counsel for Guam EPA.

IV. DIRECTOR'S REPORT

Acting Administrative Director commented on the need for more personnel. He further stated that the Commission is working on transferring the currently detailed employees from other departments along with the funds for those personnel to the Commission. Acting Administrative Director explained that the current workload for staff is over loaded and the shortage of manpower is hampering operations at this time. He added that although staff is tight, the Commission is still maintaining files, addressing special projects, processing cases and resolving disputes. Acting Administrative Director also indicated that major progress has begun with the residential lots in Tract 9210 (Phase – 1), Yigo, with utility poles and lines ready to be energized. He added that the other residential lots in Tract 319 – Unit 3, Agat will begin establishing all major access roads and the Commission has identified base course material for the project.

Chairman Gumataotao questioned where the money for the project is identified.

Acting Administrative Director commented that the money has been identified from a purchase order from last year's budget. He further stated that all projects had to be prioritized and could not entertain individual requests. He explained

The Acting Director suggested on the moratorium from January 20 thru February 2 and then decide from there whether to extend the moratorium.

4. From HMS Recycling, Guam
re: Proposal to lease Lot 10122-15, Dededo for staging and processing metallic waste and other recyclable products

The Acting Director informed the Commissioners that this company which is headed by Benny Benavente Bello is a waste metal collection and recycling business. They are requesting to lease property in Dededo next to the Dededo Solid Waste Transfer Station. The Acting Director commented that he is in favor of entering into some kind of licensing agreement with HMS. There are metal dumps throughout the island. This is a potential of helping the Commission get rid of the junk cars and other metals. This company would do good for both the island and the Commission. Presently, at the Solid Waste Transfer Station there are a lot of junk metals on the property and there is an order by GEPA to DPW to resolve the situation with the metallic waste. The Commission is the property owner and GEPA may turn around and cite the Commission.

The Acting Chairman commented on not addressing this request until all regulations with GEPA are complied with.

Commissioner San Nicolas inquired on the designation of the property.

The Acting Director stated that it is still at an agricultural zone.

The Acting Chairman commented that he is in favor of the request but the Commission needs to make sure that everything is in compliance with GEPA.

The Commission will protect itself should the request be approved, so that the Company does not get up and go leaving a metallic junk pile for the Commission to take care.

Attorney Arens commented that it would make the land more potential and it would benefit the island in the long run. Attorney Arens commented that the Commission shouldn't approve it at this point other than Mr. Teehan's continued negotiation and then he envisions that once a contract is presented then at that time it would be approved by a vote. The contract would answer any and all questions that the Board may have.

IV. DIRECTOR'S REPORT

The Acting Director informed the Commission that Senator Lamorena has introduced Bill 253 which allows the Commission to go through the general market to develop the Oka Point lot. It also provides that the Commission will be assisted

Chamorro Land Trust Commission

P.O. Box 2950 Agana, Guam 96910

Phone: 475-4251 Fax: 477-8082

Joseph T. Gumataotao, Commissioner
Tomas T. Aguon, Commissioner
John Q. Finona, Commissioner
Lucy B. San Nicolas, Commissioner

Ronald E. Franquez Teehan
Administrative Director
Jesse L.G. Perez
Deputy Administrative Director

February 13, 2001

TO: Benny Bello
President
HMS Recycling, Guam
dba: Ko'Ko Recycling

FR: Jesse L.G. Perez
Deputy Administrative Director

RE: *Interim authorization to continue activities on a portion of Lot 10122-15, Dededo*

The Commission is reviewing your request for the issuance of a commercial license for a thirteen (13) acre portion of Lot 10122-15, Dededo.

In the interim period, HMS Recycling, Guam dba Ko'Ko Recycling, is authorized to continue its metallic debris processing on a portion of Lot 10122-15, Dededo. All activities by HMS Recycling, Guam dba Ko'Ko Recycling, shall be conducted in a manner fully compliant with all applicable laws, rules and regulations.

Please be advised that this authorization is temporary, subject to the approval or denial by the Commission of a more definitive arrangement regarding the use and occupancy of the property.

Should you have any questions, please do not hesitate to contact me at 475-4251.

Jesse L.G. Perez

JESSE L.G. PEREZ
Deputy Administrative Director

– file copy –

Chamorro Land Trust Commission

P.O. Box 2950 Hagåtña, Guam 96910
Phone: 475-4251 Fax: 477-8082

Joseph T. Gumataotao, Chairman
John Q. Finona, Commissioner
Tomas T. Aguon, Commissioner
Lucy B. San Nicolas, Commissioner

Ronald E. Franquez Teehan
Administrative Director
Jesse L.G. Perez
Deputy Administrative Director

June 28, 2001

RECEIVED
JUN 28 2001

Benny B. Bello
President
Ko'Ku Recycling, Guam
P.O. Box 25158
GMF, Guam 96921

Re:
1. **Commission approval of Commercial License to Ko'Ku Recycling, Guam;**
2. **Authorization to proceed with permitting, development and operations on Lot 5219-1, Barrigada; &**
3. **Authorization to continue operations on Lot 10122-15, Dededo.**

Dear Mr. Bello:

On behalf of the Chamorro Land Trust Commission, I am pleased to inform you that the Ko'Ku Recycling, Guam, request for a CLTC Commercial License to develop and conduct an integrated recycling center operation was approved during a duly convened meeting of the Commission. The approved site for your commercial operation is described as:

> **A portion of basic Lot 5219-1, Barrigada, as specifically described in the Chamorro Land Trust Commission survey sketch as Lot 5219-1-1, Barrigada, containing an area of 22, 464 ± Sq. meters, a copy of which is attached hereto.**

Pursuant to said approval, you are hereby authorized to immediately take possession of Lot 5219-1-1, Barrigada, and proceed with obtaining any requisite licenses, permits and/or approvals that may be applicable to your project, to include, the development and construction of structures necessary to conduct the following activities:

1. Recycling center specializing in, but not limited to, the recovery, reuse and disposal of metals, tires and batteries, etc.; &
2. Related activities.

This interim authorization shall be superseded by a Commercial License Agreement, pursuant to which specific terms and conditions will be delineated and mutually agreed upon.

Further, said terms and conditions shall in part be contingent upon and incorporate the corresponding commitment by Ko'Ku Recycling, Guam, to continue its activities on Lot 10122-15, Dededo, i.e., the removal of metals, tires and batteries, etc., so as to facilitate the restoration and closure of Lot 10122-12 as a storage or transition site.

Ko'Ku Recycling, Guam, is hereby authorized to immediately take full possession of Lot 10122-15, Dededo, containing an area of 52,925 ± square meters, and proceed with obtaining any requisite licenses, permits and/or approvals that may be applicable, relative to the development of facilities necessary to conduct the following activities:

1. The removal of metals, tires and batteries, etc., from Lot 10122-15, Dededo.

The Commission issues this authorization with the acknowledgment that hazardous wastes and/or contaminated grounds, if any, upon Lot 10122-15, Dededo, are outside of and not subject to the scope of commitments made by Ko'Ku Recycling, Guam, pursuant to which a commercial license has been approved. All activities upon Lot 5219-1-1, Barrigada, and Lot 10122-15, Dededo, shall be conducted in a manner fully compliance with applicable law, rules and regulations.

Should you require any additional information or assistance, please do not hesitate to contact me at your convenience.

Sincerely,

Ronald E. Franquez Teehan
Administrative Director

Attachments

Cc: Guam Environmental Protection Agency
Department of Public Works

Chamorro Land Trust Commission

P.O. Box 2950 Hagåtña, Guam 96910

Phone: 475-4251 Fax: 477-8082

Joseph T. Gumataotao, Chairman
John Q. Finona, Commissioner
Tomas T. Aguon, Commissioner
Lucy B. San Nicolas, Commissioner

Ronald E. Franquez Teehan
Administrative Director
Jesse L.G. Perez
Deputy Administrative Director

July 06, 2001

Benny B. Bello
President
Ko'Ku Recycling, Guam
P.O. Box 25158
GMF, Guam 96921

Re: Amendment to June 28, 2001, notice of approval to Ko'Ku Recycling, Guam, additionally authorizing the continuance of operations to receive and process recyclable material on Lot 10122-15, Dededo.

Dear Mr. Bello:

The June 28, 2001, notice of approval of a commercial license agreement to Ko'Ku Recycling, Guam, provided an authorization to immediately take full possession of Lot 10122-15, Dededo, and proceed with obtaining any requisite licenses, permits and/or approvals that may be applicable, relative to the development of facilities necessary for the:

1. removal of metals, tires and batteries, etc., from Lot 10122-15, Dededo.

The provision of June 28, 2001 notice of approval relative to Lot 10122-15, Dededo, is hereby amended to include an authorization to:

2. continue receiving and processing recyclable materials concurrently with activities to remove metals, tires and batteries, etc., from Lot 10122-15, Dededo.

Should you require any additional information or assistance, please do not hesitate to contact me at your convenience.

Sincerely,

R/E.F. Teehan

Ronald E. Franquez Teehan
Administrative Director

Cc: Guam Environmental Protection Agency
Department of Public Works

HMS Recycling

P.O.Box 2158 Barrigada, Guam 96921 Tel: 635-1120 Fax: 637-3850

June 25, 2003

Mr. Joseph Borja
Acting Director
Chamorro Land Trust Commission
Anigua, Guam 96929

Re: Dba name change

Dear Joseph:

Please be advised that we have changed our trade name from HMS Recycling to Ko'Ku Recycling. We feel our new trade name better represents our vision and commitment to our local roots. Rest assured, that all commitments undertaken by HMS Recycling will be honored by us. Therefore, we request that all documentation relating to HMS Recycling and Benny B. Bello, be referred to in the future to Ko'Ku Recycling and Benny B. Bello.

Thank you for your kind attention to this matter. Please do not hesitate to contact us should you have any questions.

Sincerely,

Benny B. Bello
President

Chamorro Land Trust Commission
License Agreement

THIS LICENSE AGREEMENT ("Agreement") is made effective as of July 1, 2001, by and between the Chamorro Land Trust Commission whose mailing address is Post Office Box 2950, Hagatna, Guam 96932 ("Licensor") and Ko'Ko Recycling, whose mailing address is Post Office Box 25158 GMF, Guam 96921 ("Licensee").

RECITALS

WHEREAS, Licensor has jurisdiction over Lot No. 5219-1-1, Barrigada, Guam, by virtue of the "Administrative Transfer of Jurisdiction of Certain Government of Guam Lands" dated January 19, 1994, recorded under Document No. 503740 at the Department of Land Management; and

WHEREAS, Licensee had demonstrated interest to the government of Guam in utilizing commercially Lot No. 5219-1-1, Guam, containing an area of 5.5 acres (22,104 ± sq. meters). more accurately described and delineated in Exhibit "A" of this Agreement, hereinafter referred to as the "PROPERTY" for the purpose of a locally owned and managed solid waste processing facility; and

WHEREAS, Licensee, realized a need to provide a solid waste processing facility; and

WHEREAS, on August 24, 2000 and on September 28, 2000, Licensor received testimony from Licensee, outlining its intentions, proposed activities and physical plant layout within the PROPERTY; and

JMB BBB

WHEREAS, Licensee, is particularly interested in the PROPERTY; and

WHEREAS, Licensor has determined that highest and best use of the PROPERTY is not realized in residential or agricultural activities; and

WHEREAS, the PROPERTY can be used most effectively by Licensee; and

WHEREAS, Licensor has the authority to grant a five (5) year license with options to renew for three (3) additional five (5) year periods to Licensee, for such purposes pursuant to §75107(c) of Title 21, Guam Code Annotated; and

WHEREAS, on September 28, 2000, Licensor voted to approve the grant to such license;

NOW THEREFORE, in consideration of terms contained in this Agreement, the parties agree as follows:

I

GRANT OF LICENSE; DESCRIPTION OF PROPERTY

Licensor hereby grants to Licensee a license to occupy and use, subject to all of the terms and conditions of this Agreement, the following described real PROPERTY:

> Lot No. 5219-1-1, Barrigada, Guam, containing an area of 5.5 acres (22,104 ± sq. meters), as delineated in that certain sketch marked Exhibit "A" attached and made a part hereof.

In order to comply with federal law and regulations, and to protect public safety, Licensee may use any and all reasonably appropriate means of restricting public access to Licensee's solid waste storage facility; provided, however, the Licensor shall have the right to itself and to the agents and representatives of the government in which said licensed PROPERTY are situated, to enter and cross any portion of said licensed PROPERTY for the purpose of performing any public or official duties; provided, further, in the exercise of such rights, the Licensor shall not unreasonably interfere with the Licensee's use and enjoyment of the PROPERTY. Furthermore, Licensee shall have the right to hardfill said

JMB BBB

PROPERTY and shall be entitled to utilize all equipment, fixtures, and attachments on said PROPERTY for its solid waste management disposal, recycling, and processing facility to include storage of tires, batteries, ferrous and non-ferrous metals, paper, glass, and other recycleable materials. Licensee shall be further authorized to conduct any and all business related to its solid waste management, processing, recycling, disposal, and storage facility so long as all uses are legal and conforming.

II

TERM

Except as otherwise provided herein, the term of this Agreement shall be for a period of five (5) years (the "Initial Term"), commencing within two(2) years of the date of the execution of this contract or upon completion of clean up of Lot 10122-3-R1 Dededo, Lot 10122-15 Dededo, and Lot 5219-1-1 Barrigdada, (the completion of the cleanup or 2 years from the date of execution of this license, whichever occurs sooner, shall hereinafter be referred to as the "Commencement Date"), which ever occurs sooner, and ending at midnight five years from the Commencement Date (the "Termination Date"). The commencement date shall represent the date when rental payments shall be due and payable. The effective date of this license shall be the date this document is executed, whereby Licensee shall be given the right to occupy Lot 5219-1-1, Barrigada and begin clean up of Lot 10122-15 Dededo and Lot 10122-3-R1 Dededo.

III

OPTION TO EXTEND

Licensee shall have the right to extend the term of this Agreement upon the same terms, covenants and conditions as herein contained except as otherwise provided herein, for three (3) successive additional terms of five (5) years each from and after the Termination Date hereof. In order for said option to extend; Licensee shall deliver to Licensor written notice of the intent to extend the term, no later than sixty (60) days before the end of the then-current term of the Agreement. In no event shall the term of this Agreement and any extensions thereof exceed twenty-one (21) years.

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IV

LIMITATION TO DESCRIBED PURPOSE

The PROPERTY may be occupied and used by licensee solely for the activities proposed by Licensee and for incidental purposes related to solid waste processing from the Commencement Date, and continuing until this agreement is terminated as provided herein. In no event shall licensee begin any required licensed activity without obtaining all requisite authorization and permits from the appropriate Government of Guam or federal agency or authority.

V

COMPENSATION

Licensor and Licensee expressly acknowledge that compensation for this license shall be equal to one percent (1.0%) per month of the fair market value of the PROPERTY, and that the initial fair market rental value has been determined and mutually agreed upon to be Six Hundred Sixty Three Thousand One Hundred Twenty and and *Nol1OO* Dollars ($663,120.00).

1. The initial monthly rental fee is Six Thousand Six Hundred Thirty One and 20/100 Dollars ($6,631.20), based upon the fair market rental value of the licensed property. The monthly fee is payable monthly in the amount of $6,631.20, due on the beginning term of the lease as stated in paragraph I and monthly thereafter.
2. If Licensee shall exercise its option to extend the term of the Agreement, the monthly fee during the extended term shall be equal to one percent (1%) per

JMB BBB

month of the fair market value of the licensed land, exclusive of the improvements on the PROPERTY. Determination of fair market value shall be based on the highest and best use of the land on the applicable rent adjustment date, taking the license into account. The determination shall take into account the parties agreement that the initial monthly fee is the above stated percentage applied to a fair market value of $663,120.00 and shall also take into account any determination of market value made under this license for the purpose of adjustments for the period preceding the applicable rent adjustment date.

3. Notwithstanding Article IX of the Agreement, Licensee, may, at Licensee's discretion, and without Licensor's prior written consent, provide space and/or accommodations to others for additional solid waste activities upon and/or within its facility provided, further, Licensee shall:

   i. Provide written notification to Licensor.

   ii. Pay to Licensor forty percent (40%) of any rental payments, fees or assessments of any sort received by Licensee for said space and/or accommodations.

CLTC hereby agrees that it shall provide credit in exchange for rental payments for all clean up work conducted by Licensee on said Lot No. 10122-15. The amount of the credit shall be based upon work performed at Lot 10122-15, which shall include but not be limited to removal of metallic waste, excavation work, separation of other non-metallic debris(e.g. tires, batteries, green waste, etc), development of cell sites for fire breaks, and other improvements to Lot 10122-15, Dededo. The amount of credit for removal of metallic waste shall be at a rate of $20 per cubic yard. The Licensee shall provide evidence of metallic waste removal by submitting export receipts of metallic waste. As Licensee has been providing clean up services for the Lot 10122-15, Dededo, the CLTC shall accept as credit all metallic waste removed from Lot 10122-15, Dededo to date which has been determined and agreed to be in excess of 25,000 metric tons. In addition, any further and future clean up work on Lot 10122-15, Dededo, or CLTC properties shall be credited towards rental payments at the $20 per cubic yard rate. It is further agreed that one metric ton shall be the equivalent of fifteen(15) cubic yards for the purposes of calculating cubic yards.

JMB BBB

VI

TERMINATION

This Agreement may be terminated by either party on one hundred eighty (180) days prior written notice to the other party for cause. For purposes of this Agreement, cause shall mean the non-compliance of any provisions of this Agreement, the Chamorro Land Trust Act, or any adjudicated regulations of the Licensor. Pursuant to 21 Guam Code Annotated Section 75107(c). the term of this Agreement shall be for a period not to exceed twenty-one (21) years. Upon termination by notice for cause for non-compliance of any provisions of this Agreement, the Chamorro Land Trust Act, any adjudicated regulations of the Licensor, or expiration of twenty-one (21) years, this Agreement shall become null and void, except that either party may enforce any and all obligations of Licensee arising out of acts or failure to act, occurring prior to such termination.

JMB BBB

VII

TAXES AND FEES

Any and all taxes, fees and assessment, to include, taxes on improvements to Chamorro Land Trust Lands and assessments of Payments in lieu of Real Property Taxes on Chamorro Land Trust Land, as provided pursuant to Section 9 of Public Law 24-168, levied upon the PROPERTY described herein shall be borne and paid for by the Licensee.

VIII

NO INTEREST IN REAL PROPERTY

Licensee expressly acknowledges and agrees that it does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the above described PROPERTY of Licensor, by virtue of the rights granted under this Agreement or its occupancy or use granted herein.

IX

ASSIGNMENT OF RIGHTS

No assignment or other transfer of the license granted under this Agreement, or any interest in such license, and no sublicense for any purpose shall be made or granted by Licensee without the prior written consent of Licensor.

X

INDEMNIFICATION OF LICENSOR

In consideration of the privilege granted by this Agreement, Licensee shall not claim any costs, claims or damages from Licensor in connection with or on account of any injuries or damages arising in or on the PROPERTY described above regardless of the fault or negligence of Licensor while being used by Licensee and Licensee's Officers, employees, members, guest(s) or invitees and Licensee shall indemnify Licensor from any and all costs, losses, claims or damages of any kind or nature arising in connection with

JMB BBB

the use of the real property described above by Licensee and Licensee's officers, employees, members, guest(s) or invitees.

Licensor does not warrant or represent that the PROPERTY is suitable for the purposes for which it is permitted to be used, nor that the Licensee is specifically entitled to the issuance of any permits necessary to carry out any activity on said PROPERTY. Provided, however, that in the event that Licensee subsequently determines that the PROPERTY is not suitable for its intended purpose or Licensee is not able to obtain required permits, then Licensee may terminate this License by providing thirty (30) days notice to Licensor. In the event Licensee terminates this License pursuant to this Section XI, then, Licensee shall be required to restore the PROPERTY to its original condition as of the Commencement Date.

XII

FORCE MAJEURE

This Agreement is subject to force majeure, and it is contingent on war, insurrection, civil disturbance, riots, acts of God, acts of terrorism, or other such delays beyond the control of the parties.

XIII

ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

JMB BBB

XIV

MODIFICATION OF AGREEMENT

Any modification of this Agreement or additional obligation shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

XV

GOVERNING LAW

It is agreed that this Agreement shall be governed by constructed, and enforced in accordance with 21 GCA, Chapter 75, and the laws of Guam.

XVI

NO WAIVER

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same continue and remain in full force and effect as if no such forbearance or waiver had occurred.

XVII

BINDING EFFECT

This Agreement shall bind and inure to the benefit of any respective successors of the parties.

XVIII

NOTICES

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail to the respective address of each party as set forth at the beginning of this Agreement.

JMB BBB

XIX

REMOVAL OF IMPROVEMENTS UPON TERMINATION

Upon termination, if Licensor so requests, Licensee, at Licensee's sole expense, shall remove all improvements constructed or erected on the real property described herein.

XX

INDEMNIFICATION OF CHAMORRO LAND TRUST COMMISSION

Notwithstanding anything to the contrary in this license and irrespective of any insurance carried by Licensee for the benefit of Chamorro Land Trust Commission, Licensee agrees to hold Chamorro Land Trust Commission harmless from any claim or demand by third persons for loss. damage, or injury including claims for property damage, personal injury or wrongful death occurring in, on, or about the PROPERTY, including sidewalks and parking areas adjacent thereto, or occasioned by any nuisance made or suffered on the PROPERTY, or by any fire, or cause by any failure on the part of the Licensee to maintain PROPERTY in a safe condition and will reimburse Chamorro Land Trust Commission for all costs and attorneys' fees in connection with the defense of any such claim.

XXI

PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

Licensee will procure, at its own cost and expense and keep in force during said term for the mutual benefit of Chamorro Land Trust Commission and Licensee, a policy of comprehensive liability insurance in such form and with such insurance company as Chamorro Land Trust Commission shall approve, with minimum limits of not less than Three Hundred Thousand Dollars ($300,000.00) for injury or death to one person and not less than One Hundred Thousand Dollars ($100,000.00) for any one occurrence, and a policy in the sum of One Hundred Thousand Dollars ($100,000.00) insuring against the claims of third persons for property damage. Said policy or policies or copies thereof must be deposited with the Chamorro land Trust Commission and must cover the PROPERTY, including entrances to the PROPERTY and sidewalks and

JMB BBB

parking areas adjacent to the PROPERTY. Chamorro land Trust Commission may review the foregoing limits of coverage and require increases therein but shall not require increases more frequently than annually. Said policy or policies shall also contain a clause stating that the insurer will not cancel or change insurance coverage without first giving Chamorro Land Trust Commission and Licensee thirty (30) days prior written notice of such change or cancellation.

XXII

PRE-EXISTING CONDITIONS AND RELEASE OF LIABILITY

Parties recognize there may be known or unknown pre-existing conditions on subject PROPERTY, and agree to hold each other harmless from any liability arising out of such conditions.

XXIII

COSTS

Licensee agrees to bear all costs associated with this Agreement, including but not limited to appraisal(s) and legal cost.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed at Hagatna, Guam, on the due date and year first written above.

By: _____
Joseph M. Boria
Administrative Director, Acting
Chamorro Land Trust Commission
Date:

By: _____
Benny B. Bello
President
Koku Recycling
Date:

JMB BBB

ACKNOWLEDGEMENT

On this 4th day of September, 2003, before me the undersigned notary personally appeared Joseph M. Borja, Administrative Director known to me to be the person whose name is subscribed to the within instrument and for it's stated purpose.

In witness whereof I have hereunto affixed my name and official seal.

Notary Public _____
My Commission Expires _____

MARGARITA V. BORJA
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: March 13, 2005
P.O. Box 2950 Hagatna, Guam 96932

ACKNOWLEDGEMENT

On this 4th day of September, 2003, before me the undersigned notary personally appeared Benny B. Bello, President known to me to be the person whose name is subscribed to the within instrument and for it's stated purpose.

In witness whereof I have hereunto affixed my name and official seal.

Notary Public _____
My Commission Expires _____

MARGARITA V. BORJA
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: March 13, 2005
P.O. Box 2950 Hagatna, Guam 96932

Scrap Baling Agreement

THIS AGREEMENT is entered into this 31st day of August, 2004 between, GLOBAL RECYCLING CENTER ("Processor"), and BKA-KOKU, LLC ("Company")

SCOPE OF WORK

1.1. Company engages Processor, and Processor accepts such exclusive engagement, and Company agrees to provide Processor the following non-exclusive services during the term of this agreement:

1. A minimum of 500 metric tons and maximum of 1500 MT monthly of unprocessed metal scrap and a minimum of 6000 MT and maximum of 18000 metric tons for one year of unprocessed ferrous scrap metal to Processor at designated site, Dededo Site .

2. To provide staging and processing area at no cost to Processor for the purpose of its operation in the preparation of unprocessed scrap metals.

3. Proper permits and authorization from government agencies as needed.

1.2 .Company shall have the right to represent the Processor, transact business in Processor's name or on behalf of Processor, or make representations on behalf of Processor.

1.3 Company engages Processor, and Processor accepts such non –exclusive engagement and agrees to provide exclusive services for the Company as follows:

To sort and, separate metallic waste, and from such operation sell and remove a minimum of as mentioned under 1.1- 1, metric tons of scrap metal from Guam.

To process ferrous metal under the Company's specifications and hold the Company harmless from any liability between processor and buyer(s).

To provide its own manpower and equipment for the preparation services.

To provide equipment listed in Exhibit A. Scrap Metal Baler, forklift, Truck scales and other support equipment such and Excavator with grappler.

To provide at Processor's cost for the full use of Truck scales(Processor's Scales).

To obtain and provide as necessary all permits and licenses that may be required both by local and federal governmental agencies.

II
DURATION

The term of this Agreement shall begin on the date of the signing of this agreement, and shall continue for a period of 2 years, unless otherwise extended by both parties in writing.

III
COMPENSATION

The total compensation to be paid to the Company by the processor for the under this Agreement shall be determined as follows:

3.1. Company shall receive Eighteen_ DOLLARS ($ _18.00) per ton for any and all processed scrap loaded and removed from Dededo site. (But no less than minimum of 500 metric tons per month). The processor will be billed monthly $9000 as a minimum to the processor regardless of the material removed. The first installment to be due on the 15th day of November, 2004. All fees due no later than the 15th of the subsequent month.

3.2 Company shall keep all disposal fees from the receiving and collection of all metallic waste and ferrous or non-ferrous scrap material.

3.3 All other proceeds from the sale of the baled scrap shall be for the benefit of the Processor.

3.4 The Processor shall offer a minimum of 300 MT per month at a fixed rate of $80 per metric ton.

IV
REPRESENTATIONS AND INDEMNITY OF PROCESSOR

Processor shall complete the services required under this Agreement according to his own means and methods of work, which shall be in the exclusive charge and control of Processor, and which shall be subject to the control or supervision of Company. Processor shall be entirely and solely responsible for his acts and the acts of his agents, employees, and subcontractors while engaged in the performance of services under this Agreement.

V

NON - COMPETE

Processor agrees it will not compete with the Company in the Guam metallic waste program. Any and all Marketing and Sales issues shall be the responsibility and full right and

privilege of the Company alone for a period of 5 years. Any waiver of the Non-compete will be approved in writing by the Company. The Company has the right to unilateral termination of this agreement should this condition be violated..

VI
WAIVER

A waiver of any of the terms and conditions of this Agreement shall not be construed as a general waiver.

VII
ASSIGNABILITY

Processor hereby agrees that Company may assign this Agreement.

VIII
ENFORCEABILITY

Should any portion of this Agreement be held unenforceable or inoperative for any reason, the other provisions of this Agreement shall remain in full force and effect.

IX
GOVERNING LAW AND ATTORNEY FEES

9.1. This Agreement shall be governed by the laws of Guam U.S.A.

9.2. If either party institutes any legal action against another party hereto with respect to this Agreement, the prevailing party in such action shall be entitled to recover, in addition to Court fees and other costs of the suit, reasonable, actual attorney fees.

X
ENTIRE AGREEMENT AND MODIFICATIONS

This Agreement represents the entire agreement between the parties, and any modification of this Agreement shall be in writing.

XI
AUTHORIZATION

Both parties warrant that they are authorized to sign on behalf of their respective entities and that such signatures are binding.

XII
COUNTERPARTS

This Agreement may be executed and acknowledge in counterparts.

XIII
NOTICES

Any notice to be given under this Agreement shall be effective when given in writing and delivered personally, or three days after it is sent by registered or certified mail, postage prepaid, to the following addresses:

To Processor at P.O. BOX 11792, Tamuning, Guam 96931 (Processor)

To Company at 674 Harmon Lp. Rd., Ste. 312 Dededo, Guam 96929-6535 (Company)
BKA KoKu, LLC

THE UNDERSIGNED hereby agree to the terms and conditions set forth above.

PROCESSOR;
Global Recycling Center

By: Daniel T.Y. CHU, President

10/8/04

COMPANY:
BKA KoKu, LLC

10-9-04

FILE

Scrap Baling Agreement

THIS AGREEMENT is entered into this 15th day of January , 2004 between Mr. ShangGuan Mai SS# 586-13-7301, Mailing Address, P.O. Box 22142 GMF, GU 96921 hereinafter "Processor", and BKA Ko Ku' LLC, hereinafter "Company"

SCOPE OF WORK

1.1. Company engages Processor, and Processor accepts such exclusive engagement, and Company agrees to provide Processor the following non-exclusive services during the term of this agreement:

1. A minimum of 500 metric tons with best effort of Processor and maximum of 1500 mt monthly of unprocessed white metal scrap (WHITE GOODS & Light Metal of less than 1/16 inch) and a minimum of 6000 mt and maximum of 18,000 metric tons for one year of unprocessed ferrous scrap metal to Processor at designated site or sites. The Processor will ship all metal in containers only, bulk shipments shall be available thru company thru first right of refusal option.

2. The Company will provide property/preparation/staging area at no cost to Processor for the purpose of its operation in the preparation of unprocessed scrap metals.

3. The Company will provide proper permits and authorization from government agencies.

4. The Company shall have first right of refusal for removal of any non-metallic debris and such non-ferrous scrap as tires, wood, paper, etc. sorted and separated by Processor.

5. The Company will provide office space at processing site, (half of container office).

6. The Company shall have first right of refusal to purchase processed baled material.

1.2 .Company shall have the right to represent the Processor, transact business in Processor's name or on behalf of Processor, or make representations on behalf of Processor, only while performing services in accordance with this agreement.

1.3. Company engages Processor, and Processor accepts such non –exclusive engagement and agrees to provide exclusive services for the Company as follows:

The Processor will sort and, separate metallic waste, and from such operation sell and remove a minimum of WHITE GOODS and Light Metal of less than 1/16 inch as mentioned under 1.1- 1 metric tons of scrap metal from Guam.

The Processor will process ferrous metal under the buyer's specifications and holds Company harmless from any liability between processor and buyer(s).

The Processor will provide its own manpower and equipment for the preparation services.

The Processor will provide equipment listed in Exhibit A. Scrap Metal Baler, forklift and other support equipment such and Excavator with grappler.

The Processor will obtain and provide as necessary all permits and licenses related to the processing operation that may be required both by local and federal governmental agencies and only begin processing after all permits and licenses have been obtained.

The Processor will offer the processed WHITE GOODS and Light Metal of less than 1/20 inch to the Company for first right of refusal at the prevailing market price ex yard.

The Processor will make full disclosure of the Business Plan specifying the name and background of the staff working inside the yard, the customers and the sales conditions, the specifications of equipments or any other information, which could be relevant for the Company, which remains responsible for activities in their yard and which is obliged to comply with all environmental requirements.

II
DURATION

The term of this Agreement shall begin on the date of the signing of this agreement, and shall continue for a period of (3) years and can be renewed for further periods, if both parties wish so. Any extension has to be done in writing.

The Company is entitled to terminate the agreement, should there be any indication that the Processor is competing with the Company or delaying payments, which have become due.

III
COMPENSATION

The total compensation to be paid to the Processor by Company for the performance of services under this Agreement shall be determined as follows:

3.1. Processor shall pay Company EIGHTEEN DOLLARS ($ 18.00) per ton no later than the 5th day of each month for any and all processed scrap loaded and removed from Guam but no less than minimum of 500 metric tons per month. This will be reviewed and negotiated annually.

3.2 Company shall keep all disposal fees from the receiving and collection of all metallic waste and ferrous scrap material.

3.3 Processor shall pay Company FIVE THOUSAND DOLLARS ($5000.) monthly for the use of Excavator w/grappler attachment.(no operator).

3.4 All other proceeds from the sale of the bale scrap shall be for the benefit of Processor. Company shall not interfere with processor's marketing & sales efforts in selling processed materials

IV
REPRESENTATIONS AND INDEMNITY OF COMPANY

Company shall complete the services required under this Agreement according to his own means and methods of work, which shall be in the exclusive charge and control of Company, and which shall not be subject to the control or supervision of Processor. Company shall be entirely and solely responsible for his acts and the acts of his agents, employees, and subcontractors while engaged in the performance of services under this Agreement.

V

NON - COMPETE

Processor agrees it will not compete with Company in the Guam metallic waste program during and within 5 years after the termination of this agreement. Any and all Marketing and Sales issues shall be the responsibility and full right and privilege of the Company alone for a period of 5 years. Processor will pay Company $250,000 USD one week after having received notice from the Company in case of violation of this agreement during or within the 5 year's period.

VI
WAIVER

A waiver of any of the terms and conditions of this Agreement shall not be construed as a general waiver.

VII
ASSIGNABILITY

_____ (Processor)
SHANGGUAN MAI

674 Harmon Loop Road, Suite 312, Dededo, Guam 96929-6535 (Company)

THE UNDERSIGNED hereby agree to the terms and conditions set forth above.

ShangGuan Mai (Processor)

Benny Bello
BKA Ko'Ku LLC (Company)

WITNESS:
ALFRED LAM

Paul J. Spranger
BKA Koku LLC (Company)

Chamorro Land Trust Commission

(Kumision Inangokkon Tano' Chamoru)

P.O. Box 2950 Hagåtña, Guam 96932 Phone: 475-4251 Fax: 477-8082

Felix P. Camacho
Governor of Guam

Kaleo S. Moylan
Lieutenant Governor of Guam

Thomas A. Elliott
Administrative Director

Commission Members

Delfin R. Damian, Jr.
Chairman

Annie R. Perez
Commissioner

David J. Matanane
Commissioner

Oscar A. Calvo
Commissioner

COMMISSION MEETING MINUTES
Guam Ancestral Lands Commission Conference Room, Anigua
February 8, 2006

I. CALL TO ORDER

Meeting was called to order at 4:17pm by Chairman Delfin Damian. Present were Commissioner Annie Perez, Commissioner David Matanane, Commissioner Oscar Calvo, Legal Counsel Luis Littlepaige and Administrative Director Thomas Elliott.

II. APPROVAL OF MINUTES (January 4, 2006)

Commissioner Matanane moved to approve the minutes of January 4, 2006 subject to corrections. Commissioner Calvo seconded the motion. There were no objections, MOTION PASSED.

III. OLD BUSINESS

A. Draft RFP update – Ypao Point Development

The Administrative Director commented that he had made some recent amendments on the RFP and a preliminary timeline. As to the recent amendments it falls under Section III of the draft RFP under the Master Developer Responsibilities, paragraph 6 which reads "upon selection, as master developer by the CLTC, submit to CLTC a good faith deposit of $100,000 or a performance bond in such an amount as to assure performance by developer and/or to insure the CLTC against anticipated or unanticipated delays, costs or liabilities arising through non-performance by master developer.

The Administrative Director inquired if Legal Counsel had any comments on the language.

Legal Counsel Littlepaige commented that the amount of the performance bond is low considering the amount of work that you would like done up there. The performance bond is not going to cost them that much and they would probably be willing to put up the $100,000 and I think you should ask them for a higher performance bond.

The Administrative Director commented that it is a good faith deposit or a performance bond.

ironic because his son asked him why he never taught him Chamorro and he felt so bad because when he was growing up they were all speaking in Chamorro. English was taught in class and when they came home his parents would say okay come now and we'll speak Chamorro. He was really touched and very moved with this. He speaks for himself but like what the Chairman said that there are laws and when that law provides us to go through they can be assured that they have his support for this.

Commissioner Matanane commented that he is also in support of Ann Marie's request. As he looked at the issues here they also wanted either the land or a part of the Ypao Point development. Rest assured, I was in the taskforce and we demanded that there will be a cultural center incase there is a development. I am really with you and with the predicament that we have right now we cannot give you an answer on it but we are in support with what you are requesting.

Commissioner Perez commented that she is definitely in support of that because her job is a teacher aside from being a Commission member. I will be in support of that so that my students can have a place to see and live the Chamorro culture. When you speak and teach in class and you don't have anything to show then teaching does not really always go through because you don't have that constructive thing to show. That the child could see what the Chamorro culture is all about. I am in support but we need to know what the law stands for and if everything is in place I am more than a thousand support.

Ann Marie Arceo - One more final thought from me, I sit here before you honestly and humbly telling you that the reason why I started the Hurao Cultural Camp out of government, I resigned from government and I refuse to go back to government, is to continue with grass roots because this is where it will live. We will continue to change governors and there will be governors that will come and go that will support us and some that won't. We will always be for our children. So please keep in mind.

B. Global Recycling – Daniel Chu/Joe Morcilla

Joe Morcilla who is a planning consultant is here representing Felix Quan who is his client from Global Recycling Center. Felix is part owner of a company called Global Recycling Center that operates currently up at the property just north of the DPW transfer station which is owned by the Chamorro Land Trust. Global Recycling Center is a company that recycles primarily metal waste. If you're familiar with the site you can remember the cars that are stacked about 20 to 30 feet high. A lot of those vehicles has since been processed and taken off island and they were done by this company, Global Recycling Center. What the company is seeking, they don't have a lease with the Chamorro Land Trust right now. The way they have begun operation there was that they were affiliated with a company called BKA KoKu Recycling and they had a relationship with them to process metal waste on the property. The primary operator at the site is Global Recycling Center not BKA. If you look at the map that I presented to you, Global Recycling Center just operates on a portion of that lot right now, the north-east portion of the lot. They would like to lease the entire lot because their plan is to make it a receiving site for recycling island wide. They plan to improve the property by removing the existing material that is there. There are about 70% that is removed right now and there is still quite a number of metal waste up there. But there are also tires and heavy equipment that are up there that needs to be removed. They also plan to make it a real

recycling center by constructing concrete pads there and constructing also a storm drainage system to ensure that the aquifer is protected. They are also planning to put in perimeter fencing to ensure security and safety for the neighborhood. They plan on making it a top notch recycling center. They also are willing to offer the Chamorro Land Trust to assist them in removing metal wastes from other Chamorro Land Trust properties island wide. They can do that for some negotiated fee but they are willing to do a discounted rate so that they can make a win win situation for both the Chamorro Land Trust for cleaning up the site and for them by being able to sell the metal waste that they collect from those properties. In closing we know that the island is really focused on getting rid of these metal wastes, we see that on the news quite often. This company is one of the primary leaders on removing these metal wastes from the island. They want to continue to operate because they feel that there is a lucrative business for this type of operation on the island. They think the site is ideal for this kind of operation. By removing all this metal waste of course we are going to enhance the image of the island as being a tropical paradise. The company would like to continue this operation and are looking for the Chamorro Land Trust Commission to approve the negotiation of a lease of this property.

Legal Counsel inquired from Joe Morcilla if he is asking the Commission to not renew the lease with BKA and to give it entirely to his client.

Joe Morcilla commented that he thinks there is an issue here whether BKA actually owns a lease or not. That's why we are here. From our research there is no existing lease on the property right now. If there is no existing lease then we would like to initiate a lease with the Land Trust, to the primary lessor of the property.

Commissioner Calvo commented that if that is the case how did BKA acquire that?

Legal Counsel commented that the documents stated that BKA has a license agreement that includes a clause that allows them to the lot in Dededo. They may not have a lease for the Dededo site but it is something included in the Barrigada site.

Chairman Damian commented that we need to get final determination on what BKA has to do and if there is an actual severance between the two companies.

Chairman Damian inquired from the Director if there are any official documents.

The Administrative Director commented that he had not looked at the license agreement in reference to Lot 5219 in Barrigada which includes that clause however he is wondering if there is any expiration date on that clause. He did speak with Mr. Joe Secat earlier today in terms with what his intentions where with the site up at Dededo and he stated that he may continue using that site given that he is deeply involved in the abandoned vehicle program. He will get back to me in reference to his intent whether to continue using the site or to transfer his operation down to Piti.

Chairman Damian commented that the only thing that will hamper the Commission's decision right now is whether in fact the license is still in effect. The Commission needs to make sure that the lease is cleared before we can actually turn this lot over. For himself he doesn't have

a problem of having Global Recycling move into the project site, Lot 10122 particularly if we've met all of the GEPA requirements. Once we get a clearance on that the Commission is going to be ready to vote subsequent to any further negotiations.

The Administrative Director commented that the scrap baling agreement with BKA expires this year in August. If the Commission were to approve an area for you would there be a problem with you working in the same general area with BKA should BKA decide to also stay in the area?

Felix Quan commented no that won't be an issue we just want to know what space we are talking about.

Felix Quan informed the Commission that they had invested already over $800,000 on the site.

Joe Morcilla commented that it is also important to know that BKA is not doing anything up there right now.

Commissioner Calvo inquired if BKA does the same operation as Global.

Felix Quan commented that they are into metal just like we are but we take just about anything. We do anything that has metal. BKA is sort of like a hit and run operation where they did heavy metals at one time when the metal prices are high then they stopped their operation and stayed dormant for a while. We don't do that, we do this everyday, anything that has to do with recycling we take it in.

Commissioner Calvo inquired if BKA is still in business at this point.

Felix Quan commented that he thinks they are. Global Recycling Center is trying to expand to the same thing as the northern hard fill which is a USEPA certified hard fill that belongs to their company which is an alternative to recycling. They would do construction debris other than household trash. They have that facility which is in existence in Yigo.

The Administrative Director inquired if this activity is for Global Recycling or is it for BKA.

Felix Quan commented that they have nothing to do with BKA.

The Administrative Director clarified that they are not doing anything more with BKA and their physical contract that part is still done but they still have an agreement that's still in place until August.

Felix Quan commented that is correct.

Legal Counsel inquired if BKA has the right to sublease.

The Administrative Director commented that this is not a sublease but a subcontract.

Felix Quan commented that they are actually doing BKA a favor by cleaning up what they are not capable to doing because they have the necessary machines.

Chairman Damian commented that the main thing is to make sure that there is a complete severance with BKA so that Global Recycling Center would be free to conduct their business at the project site in Dededo.

The Administrative Director commented that he will provide the license agreement for BKA for the Barrigada site to legal counsel for his review before the end of the week.

V. DIRECTOR'S REPORT

Due to time constraints only items 3 & 4 of the Director's report will be entertained.

3. Adacao School Site
The Administrative Director commented that the Adacao School site came up as in issue on the radio station and he had received a couple of phone calls from the public at large and from the Nasion Chamorro letting him know that if one person stands there refusing to be relocated from the Adacao School site that they will stand with that person and they will protest and demonstrate and do all to protect that one person's interest in that property. Their argument is that because there is a school site over at Marbo that could be used instead of Adacao that is one issue and there are federal lands that could be returned to GovGuam for the use of public schools. Nonetheless they do intend to picket and demonstrate. He had received a call this evening during the meeting from another Chamorro Nation member letting him know that they are gearing up for some activity in the next few days regarding this issue. All authorized occupants and lessees have been notified up at Adacao. CLTC has requested to meet with the one occupant (Mr. Crisostomo) who his resistant to relocate, to hear his concerns. The area south of Adacao has been identified for relocation and if necessary we have other areas as well that we can fall back on when the time comes.

Commissioner Calvo inquired if that was a law that was passed for the school site.

Chairman Damian commented that it was the Legislature and the Governor who made that determination.

Commissioner Perez inquired on what kind of housing structure do the occupants have in the area.

The Administrative Director commented that they are semi-concrete and wood and tin.

Commissioner Perez commented that when the families are relocated and they have to be placed on another area, who foots the bill to this transfer?

The Administrative Director commented that certainly the Government of Guam he would think would end up footing the bill and perhaps the Commission specifically.

H100335-01

Chamorro Land Trust Commission

(Kumision Inangokkon Tano' Chamoru)

P.O. Box 2950 Hagåtña, Guam 96932 Phone: 475-4251 Fax: 477-8082

March 28, 2006

RECEIVED

MAR 3 1 2006

Law Office of Mark Smith
TIME: 350 INITIAL:

Sent via Certified Mail

Mr., Benny B. Bello
Pacific Rim Resources
Dba Ko' Ku Recycling
P.O. Box 25158
Guam Main Facility
Barrigada, Guam 96921
Tel. No. (671) 888-3779

RE: Lot 10122-15 Municipality of Dededo, Guam

Dear Mr. Bello:

Based upon a recent inspection of Lot 10122-15 Dededo, better known as the Dededo Metallic Waste Station, it appears that the property has been substantially cleared of metallic waste.

Pursuant to our agreement, Ko'Ku Recycling is to remain on the property until completion of the removal of the metallic waste or two years from the initial start date. Both conditions have now been adequately met. Please be advised that the Chamorro Land Trust Commission (CLTC) intends to license the aforementioned property to interested parties.

In order to facilitate this process, we are hereby requesting the following:

1. Submit a closure plan within thirty (30) calendar days from the date of this letter at which time CLTC shall assume control of said property.
2. Submit Guam EPA certified copies of metallic waste removed from the said property.
3. Cease from acquiring new material onto said property.
4. Provide copies of financial statements with revenue details of any baling and/or copies of subcontracting arrangements/contract agreements

As you are aware, pursuant to our agreement, the Commission is to receive forty (40%) percent of all income generated from the property.

We would appreciate your prompt reply to the above matters. You and your firm are further advised that effective May 1st 2006, any and all revenues derived from any subleasing and/or subcontracting (baling and other related activities) shall be to the

benefit of the Chamorro Land Trust Commission. Lastly, the Commission will submi its request to Guam Environmental Protection Agency to cease any and all issuance of permits relative to the aforementioned CLTC Property.
As with all interested parties, you are welcome to apply for a CLTC License for all or a portion of the site.

Thank you again for your attention to this matter, and we look forward to hearing from you shortly. In the interim, should you require any additional information or assistance, please do not hesitate to contact our office.

Sincerely,

Thomas A. Elliott
Administrative Director

Cc: Guam Environmental Protection Agency
Department of Public Works

Ko'Ku Recycling
P.O. Box 25158
Barrigada, Gu 96921
671-898-4512

April 17, 2006

Mr. Thomas A. Elliott
Chamorro Land Trust Commission
P.O. Box 2950
Hagatna, Gu 96932

Dear Mr. Elliot,

As you may be aware, I have tried to meet with you over the last few weeks since receiving your letter dated May 31, 2006. Hopefully we can meet in the next few days to discuss some of these issues face to face. I will concur with you that the project at the Dededo site is adequately complete and if the Commission wants to take possession I am fully supportive. However, there are a few things that need finalizing which will require a little more time than the 30 days you have given.

They include the following:

We, along with our baling subcontractors will require an additional time or at least access to the site remove our equipment and some material that has been prepared to bale and shipped. Therefore I am requesting an additional 90days.

I would like to make sure all issues with regards to terminating our Guam EPA permit for the site are addressed and fully complied with. This is the most important factor and will assure both parties that nothing is left to haunt us in the future. This should also validate my request for the 90 days.

Yes, I would like to toss my hat regarding the Commission's interest in leasing the property. I would like to be notified of any discussions or negotiation offers the Commission can provide regarding the site.

Finalizing credit due to Ko'Ku Recycling and the application of the credit to our Barrigada property.

Finalizing and crediting CLTC for any amount due from our agreement.

Review of Closure Plan (Submittal of the plan will be within the next few days).

The removal of metallic waste at the site was a tremendous undertaking on the part of our company. We can document approximately 70 thousand tons of processed material was shipped off island from the site. It is quite clear of the value of the cleanup to the CLTC as you noted that there are interested parties including ourselves wanting to lease the property.

I am hopeful you can find the time to meet with me to address the outlined issues, as time is of the essence please call me at your earliest convenience. 898-4512

Respectfully,

Benny Bello
President Ko'Ku Recycling

Cc: Jeff McCarthy, BKA-KOKU LLC

Ko'Ku Recycling
P.O. Box 25158
Barrigada, Gu 96921

Rec'd 4/13/06
3:30pm

April 7, 2006

VIA HAND DELIVERY

Shang Guam Mai
Tamuning, Guam

Dear Mr. Mai,

As per our meeting earlier this month I informed you of the letter Ko'Ku Recycling received from the Chamorro Land Trust Commission. CLTC would like to have us complete and finalize removal of all metallic debris at the Dededo site. I am preparing to submit a closure plan and would need your assistance in regards to your specific involvement in the said plan by the end of this month. In addition, please provide copies of your Bill of Lading documents for all metallic scrap that your company has baled from the site and has sent off island.

It is prudent therefore that no additional material be received at the site until we have completed the said closure. Note that I will be requesting to lease the site from CLTC or at least a portion of the property. It will definitely be helpful if this transition went well and this project can be one we can all be satisfied with.

As time is of the essence, I will be following up with you in the next few days to check on the status of my request.

Please allow me to thank you for your cooperation and effort in this matter.

Respectfully

Benny Bello
President

Cc: Jeff McCarthy
BKA-KOKU LLC

11/4/11

File Copy

Law Offices Of
Horecky & Associates

643 Chalan San Antonio, Suite 102B
Tamuning, Guam 96913

FREDERICK J. HORECKY

Telephone: (671) 646-8274/5
Facsimile: (671) 646-8403
E-mail: horeckylaw@teleguam.net

November 3, 2011

Chamorro Land Trust Commission
(Kumision Inangokkon Tano' Chamoru)
NOV 04, 2011
RECEIVED BY: TIME: 1:15pm

VIA: HAND DELIVERY
Monte Mafnas
Administrative Director
Chamorro Land Trust Commission
590 S. Marine Corps Drive
3rd Floor, ITC Building
Tamuning, Guam 96913

Re: License Agreement between the Chamorro Land Trust Commission and Ko'ku Recycling

Dear Director Mafnas:

On behalf of my client Ko'ku Recycling, we wish to thank you and Chairman Calvo very much for meeting with us to discuss the License and a "path forward" for getting this project back on track.

Our conversation was constructive, and I believe the project can now move forward. I am enclosing a proposed "First Amendment to Chamorro Land Trust Commission License Agreement." This includes items which we discussed, and a provision suggested by the Chairman providing for a plan and reporting requirements by Ko'ku to the CLTC.

Mr. Bello has already made arrangements to clean, clear, and secure the property; this work will commence next week. Mr. Bello has recently had discussions with Ms. Conchita Taitano of the Environmental Protection Agency to secure a hard fill permit. He is also discussing further plans with Koku's Consultant, Mr. Tom Polovich of APEC, regarding the environmental cleanup plan. Mr. Bello should return from off island around the 14th of November.

Please review the proposed First Amendment and let us know if you would like to discuss any matter pertaining thereto. We look forward to a review and approval of the Amendment by the Board. Once again, we appreciate the consideration that you and Chairman Calvo have shown to Ko'ku Recycling in helping this project to move ahead.

Sincerely,

Frederick J Horecky

Frederick J. Horecky
Attorney for Ko'ku Recycling

Cc: Ko 'ku Recycling

FIRST AMENDMENT TO CHAMORRO LAND TRUST
COMMISSION LICENSE AGREEMENT

THIS FIRST AMENDMENT is entered into on this ____ day of November 2011, by and between the Chamorro Land Trust Commission, whose mailing address is Post Office Box 2950, Hagatna, Guam 96932 ("Licensor") and Ko'Ku Recycling, whose mailing address is Post Office Box 25158 GMF, Guam 96921 ("Licensee").

RECITALS

WHEREAS, Licensor and Licensee previously entered into a License Agreement regarding Lot No. 5219-1-1, Barrigada, Guam, a true and correct copy of which is attached hereto as Exhibit "1"; and

WHEREAS, in accordance with said license agreement, Licensee is authorized to conduct business related to solid waste management, processing, recycling, disposal and a storage facility, so long as all uses are legal and conforming; and

WHEREAS, parties wish to clarify certain matters set forth in the License Agreement.

NOW, THEREFORE, in consideration of the mutual and dependent promises set forth herein, the parties hereto agree as follows:

1. Except as expressly agreed to in writing in this First Amendment, all provisions in the License Agreement between the parties, attached hereto as Exhibit "1", will remain fully binding and in full force and effect.

2. Pursuant to Section II, TERM, of the License Agreement, the parties agree that the "initial term" of the License Agreement shall be deemed to have commenced on September

4, 2005.

3. In Section V of the License Agreement, COMPENSATION, the parties agreed that Licensee would receive certain credit in exchange for rental payments for all cleanup work conducted by Licensee on Lot No. 10122-15, and that the amount of the credit would be based upon work performed on Lot No.10122-15, including but not limited to the removal of metallic waste and other items. Licensor has already agreed that Licensee is entitled to credit for the removal of at least 25,000 metric tons from Lot No. 10122-15. In accordance with the formula set forth in Section V, Licensor and Licensee hereby agree that the total amount of credit currently due Licensee for work completed pursuant to Section V is $7,500,000. This credit shall be an offset in favor of Licensee against any rental payments that would otherwise be due to Licensor under the License Agreement. The agreed upon calculation of the credit due Licensee is set forth in the document attached hereto is Exhibit "2".

4. Licensee shall be authorized to conduct the following business activities on the real property: solid waste processing facility, solid waste management disposal and recycling, hard fill, storage and warehousing, operation of constuction office and storage and sales of construction and building materials and equipment, and lay down yard.

5. Licensee will immediately continue with its efforts to clean and remediate the property. Within sixty (60) days from approval of this Amendment, Licensee will provide a detailed plan to the CLTC indicating how the property will be cleaned and remediated. Licensee will submit periodic reports to the CLTC, no less than quarterly, indicating its progress in fulfilling its obligations under the license agreement.

6. All provisions in the License Agreement, except as expressly modified herein, shall remain in full force and effect.

IN WITNESS WHEREOF, each party to this FIRST AMENDMENT TO THE LICENSE AGREEMENT has caused it to be executed at Tamuning, Guam, on the date and year first written above.

Monte Mafnas
Administrative Director
Chamorro Land Trust Commission

Benny B. Bello
President
Koku Recycling

ACKNOWLEDGEMENT

On this _____ day of November, 2011, before me the undersigned notary personally appeared Monte Mafnas, Acting Administrative Director, on behalf of the Chamorro Land Trust Commission, known to me to be the person whose name is subscribed to the within instrument and for its stated purpose.

In witness whereof I have hereunto affixed my name and official seal.

Notary Public _____
My Commission Expires _____

ACKNOWLEDGEMENT

On this _____ day of November, 2011, before me the undersigned notary personally appeared Benny B. Bello, President, on behalf of Koku Recycling Inc., known to me to be the person whose name is subscribed to the within instrument and for it's stated purpose.

In witness whereof I have hereunto affixed my name and official seal.

Notary Public _____
My Commission Expires _____

25,000 Metric tons x 15 (one metric ton = 15 cubic yds)
= 375,000 cubic yards

375,000 x $20 ($20 per cubic yard)
= $7,500,000

EXHIBIT "2"

Felix P. Camacho
Governor of Guam

Kaleo S. Moylan
Lieutenant Governor of Guam

Thomas A. Elliott
Administrative Director

Commission Members

Delfin R. Damian, Jr.,
Chairman

Annie R. Perez
Commissioner

David J. Matanane
Commissioner

Oscar A. Calvo
Commissioner

Chamorro Land Trust Commission

(Kumision Inangokkon Tano' Chamoru)

P.O. Box 2950 Hagåtña, Guam 96932 Phone: 475-4251 Fax: 477-8082

May 2, 2006

Mr. Benny Bello
President
KoKu Recycling
P.O. Box 25158
Barrigada, GU 96921

Hafa Adai Mr. Bello:

We are in receipt of your letter dated April 17, 2006 wherein you requested an extension of 90 days to close the metallic waste disposal site in Dededo.

Your request is approved under the following conditions:

1. KoKu Recycling must not deny access to other contractors who have been given authorization by CLTC and/or DPW to work in the area.
2. KoKu Recycling must provide a closure plan for its section within the next 30 days
3. KoKu Recycling must provide copies of all subcontracts entered into while utilizing the area, including contract termination letters, if any.

CLTC will continue to work with you as you complete and close the site. CLTC will review all documents to assess the commission's potential liability with respect to both financial and environmental aspects.

Other contractors working in the area are expected to possess all necessary permits to continue baling, staging, transporting or otherwise processing metallic waste.

If you have any questions or concerns, please do not hesitate to call me at 475-4251.

Si Yuus Maase.

Thomas A. Elliott
Administrative Director

May 2, 2006

Ko'Ku Recycling
P.O. Box 25158
Barrigada, Gu 96921
671-898-4512

April 17, 2006

Mr. Thomas A. Elliott
Chamorro Land Trust Commission
P.O. Box 2950
Hagatna, Gu 96932

Dear Mr. Elliot,

As you may be aware, I have tried to meet with you over the last few weeks since receiving your letter dated May 31, 2006. Hopefully we can meet in the next few days to discuss some of these issues face to face. I will concur with you that the project at the Dededo site is adequately complete and if the Commission wants to take possession I am fully supportive. However, there are a few things that need finalizing which will require a little more time than the 30 days you have given.

They include the following:

We, along with our baling subcontractors will require an additional time or at least access to the site remove our equipment and some material that has been prepared to bale and shipped. Therefore I am requesting an additional 90days.

I would like to make sure all issues with regards to terminating our Guam EPA permit for the site are addressed and fully complied with. This is the most important factor and will assure both parties that nothing is left to haunt us in the future. This should also validate my request for the 90 days.

Yes, I would like to toss my hat regarding the Commission's interest in leasing the property. I would like to be notified of any discussions or negotiation offers the Commission can provide regarding the site.

Finalizing credit due to Ko'Ku Recycling and the application of the credit to our Barrigada property.

Finalizing and crediting CLTC for any amount due from our agreement.

Review of Closure Plan (Submittal of the plan will be within the next few days).

The removal of metallic waste at the site was a tremendous undertaking on the part of our company. We can document approximately 70 thousand tons of processed material was shipped off island from the site. It is quite clear of the value of the cleanup to the CLTC as you noted that there are interested parties including ourselves wanting to lease the property.

I am hopeful you can find the time to meet with me to address the outlined issues, as time is of the essence please call me at your earliest convenience. 898-4512

Respectfully,

Benny Bello
President Ko'Ku Recycling

Cc: Jeff McCarthy, BKA-KOKU LLC

Chamorro Land Trust Commission

P.O. Box 2950 Hagåtña, Guam 96932

Phone: 475-4251 Fax: 477-8082

Felix P. Camacho
Governor of Guam

Kaleo S. Moylan
Lieutenant Governor of Guam

Thomas A. Elliott
Administrative Director

Commission Members

Delfin R. Damian, Jr.,
Chairman

Doreen F. Pangelinan
Vice Chairperson

Annie R. Perez
Commissioner

David J. Matanane
Commissioner

June 19, 2006

Mr. Shang Guan Mai
General Manager
Hua Mei Enterprises (Guam) Inc.
P.O. Box 22142
GMF, Guam 96921

Mr. Daniel Chu
General Manager
Global Recycling Center, Inc.
P.O. Box 11792
Tamuning, Guam 96931

RE: Authorization to occupy and proceed with permitting, development, operation and maintenance of Recycling Facilities by your respective firms on Portions of Lot 10122-15 Municipality of Dededo, Guam.

Dear Sirs:

The Authority to dispose of Government of Guam lands, excluding lands otherwise reserved for other purposes pursuant to law, lies solely within the administrative purview of the Chamorro Land Trust Commission (see 21 Guam Code Annotated, Chapter 75 & Public Law 22-18). This authorization is based on your firms' submittals respectively for a CLTC commercial license for locally owned and operated integrated recycling facilities.

The sites for your commercial operation are described as follows:

1. **Hua Mei Enterprises (Guam) Inc.**
   A portion of Lot 10122-15, not to exceed three (3) acres subject to survey (and herein referred to as exhibit A);

2. **Global Recycling Center, Inc.**
   A portion of Lot 10122-15, not to exceed seven (7) acres subject to survey (and herein referred to as exhibit A);

Your respective firms are hereby responsible for all costs associated with the utilization of this property and shall indemnify and hold harmless the Chamorro Land Trust Commission of all liabilities. Therefore, you may proceed with obtaining any requisite licenses, permits and/or approvals with the Guam Environmental Protection Agency and the Department of Public Works that may be applicable or relative to the prescribed activities, to include, the development and construction of structures necessary to conduct the aforementioned commercial/industrial activities.

This authorization shall be deemed temporary and will be superseded by a commercial license agreement upon completion of the conditions stipulated in the following paragraph. This License (attached as exhibit B and herein provided in draft form) shall provide specific terms and conditions that will be delineated and mutually agreed upon.

Lastly, it is a requirement for all Commercial License applicants to contract the services of a locally licensed appraisal firm for purposes of determining the fair market value of the property. Additionally, the applicant is also responsible for contracting the services of a locally licensed Surveyor to determine the metes and bounds of the property. Hence, all costs associated in conducting the real property appraisal and survey services shall be the responsibility of both of your companies, inclusive of perimeter fencing for security and safety features to the general public. However, copies of the survey maps and the appraisal report must be provided to the Commission for review.

The Commission issues this authorization with the acknowledgment that all activities upon the above subject real property shall be conducted in a manner fully in compliance with the Uniform Building Code and all applicable laws, rules and regulations. Your firm shall hold harmless, and indemnify the Chamorro Land Trust Commission of all potential liabilities during construction, operation and maintenance of all related activities on the property as of the date of this authorization.

Should you require any additional information or assistance, please do not hesitate to contact Mr. Kimbley Lujan of CLTC's Commercial Division at (671) 475-4281.

Sincerely,

Thomas A. Elliott
Administrative Director

Attachments:
Exhibit A
Exhibit B

cc: Guam Environmental Protection Agency
Department of Public Works

May 6, 2008

Joseph Borja
Executive Director
Chamorro Land Trust Commission
Corn Building
Anigua, Guam 96910

Subject: **Global Recycling Center Inc. – Lot No. 10122-15-1 Dededo Transfer Station Lease Request**

Hafa Adai Mr. Borja,

Global Recycling Center Inc. (GRCI) currently operates recycling activities on approximately 10 acres of Chamorro Land Trust land described as Lot No. 10122-15-R1 Dededo. This recycling operation is located at the rear of what is known as the Dededo Transfer Station site.

At this time, GRCI is interested in leasing additional space at the Dededo location. The area of interest is specifically Lot No. 10122-15-1, which comprises a total of approximately 3 acres situated south of the present GRCI location (see attached map). We look forward to meeting with you regarding our interest in this additional space so that we may address our future operational needs.

If there are any questions, please call me at 482-6088. Thank your for your time and patience in this matter.

Sincerely,

Daniel Chu
General Manager
Global Recycling Center Inc.

Chamorro Land Trust Commission
(Kumision Inangokkon Tano' Chamoru)
MAY 15 2008
RECEIVED BY: TIME: 11:10

survey. I don't get that. I hope the Commission here doesn't approve anything that will prolong and then we're going to have to eat it on this one. I am kind of leery about this because what was the intention of that previous Commission approving such items that would cost this?

The Administrative Director commented I think for several reasons, one was that Mr. Torres has been coming to the Commission very frequently and at one time what was happening was that there was a commitment made for Mr. Torres for 20 acres but he decided to hold off on accepting that until the other family members name came up. The previous Director Mr. Elliott ordered the staff not to issue anymore leases in that area until Mr. Torres's situation was clarified. Somehow or another staff went ahead and issued leases in the area. The previous Commission felt that because the Commission went out and started issuing leases that as to make things good with Mr. Torres I guess that the Commission would take over the expense of surveying that area for Mr. Torres. I would like to put this one in writing. I do recommend that the amount be approved but I can understand and would appreciate it better really as Mr. Matanane said if you Commissioners would look at the issue more in detail before voting for it. To be honest with you as Director it is a little different being a Director of an agency that is run by a Commission than for example Land Management. At Land Management the Director can basically do everything provided the Governor receives approval. Me as the Director of the Land Trust I really can't do anything until you guys approve which is protection for me. I would prefer if the Commission learn more details on it. If I leave here I don't want anybody coming in and saying well how come you paid that for Mr. Torres and you guys say oh, because Mr. Borja said so. I would like that it be on your own accord whether you approve it or disprove it.

Acting Commissioner Matanane commented with that being said I move that we table this particular item.

Administrative Director commented that he will put it on the agenda for the next meeting and will provide a written history of the case basically to answer your question as to why I think the previous Commission approved the payment of Mr. Torres's survey.

Commissioner Gumataotao seconded the motion. There were no objections, MOTION PASSED.

12. Global Recycling Center, Inc. – Commercial license request on Lot 10122-15-1, Dededo

The Administrative Director commented they are requesting for a commercial license to process metallic waste up in the Dededo Solid Waste transfer station area. This area has been under a lot of consideration and review because previously the Commission had authorized a license in this area without any money involved. The tradeoff on that license was that the previous company was supposed to have a license on this lot and in return for that they were supposed to clean up a lot up in Barrigada Heights. If you are looking at Revenue & Taxation from Route 16 immediately to your right that property belongs to the Land Trust. It was previously a quarry but instead of that licensee cleaning up the property he actually made it a lot more dirty by bringing in tires. Several years ago there was a tire fire in the area which was on that lot. The agreement at that time was this company, I believe it was called KoKo Recycling, was supposed to use the Dededo lot. There was a metal shredder there and they were supposed to use that lot to process metallic waste and

Acting Commissioner Matanane commented so your recommendation is to table it.

Administrative Director commented just because of the fact that we don't want to get into the same situation like what happened to Hawaiian Rock where we gave a license to the same piece of property that already had someone on it. I'll work with legal counsel to review the original license and then probably they might recommend that we terminate that one before we actually do this one which is what their recommendation is. Like International Shooting Center that before we lease it out to anybody even though they haven't paid or had any contact is go to the termination due process and then hopefully lease it out cleanly.

Acting Chairman Pro-Tem Calvo commented lets just go until the process is all done and what legal counsel's findings are.

Legal Counsel Santo Tomas commented that they will work with the Director since he is going to work on the history of the matter.

Acting Commissioner Matanane made a motion to table the request by Global Recycling Inc. until the details are completed with the termination of the other company that is leasing that place. Commissioner Gumataotao seconded the motion. There were no objections, MOTION PASSED.

13. GEDCA – Grant of easement, Lot 114-B-R3, Piti – GEDCA/KwikSpace
The Administrative Director informed the Commission that the request is from GEDCA on behalf of their client KwikSpace for a grant of easement on a particular piece in Piti that belongs to the Land Trust. Under the terms of a program initiated by Ancestral Land's Commission they leased a piece of property to KwikSpace with hopefully the anticipation of getting a favorable decision from Guam Public School System to have another access through Guam Public School System property. Guam Public School System so far has been hesitant to grant them that easement and they have some other issues I guess to handle rather than this. So the Land Trust has property next to it and basically they are asking to purchase a piece of the property or at least license it for access to their project. On this particular one they are not asking really for a commercial license but rather a grant of easement. On this particular case it is a little strange because most of the time when people request for a grant of easement most of the time they don't really offer to pay for it but in this particular case and in other recommendations they are actually offering to pay for the easement on the property. That would be something maybe legal counsel can do it. I reviewed it as a matter of fact I was the one who recommended certain style of easements. There were 3 options when I first met with GEDCA on this. I presented 3 options to them on providing access to the property. One was using GPSS land, one was using CLTC property and another was using a combination of both. They did try to go through GPSS but were not successful so now they are before the Commission. On this particular request I have no problem on favorably recommending this particular piece of property pursuant to their request. On this particular case I recommend approval on this particular piece of property and allow the Director to negotiate because what they are asking here is for a 50 year lease on the property. Again maybe it's just a matter of the legal wording but what they are asking for is an easement to the property rather than leasing the piece of land to use for commercial purposes. Really what they are asking for is access.

then if they make changes and the Governor looks at it and says you know what I don't like this, I don't like this you know and he decides to veto it goes back but the beauty about it is when you veto and it goes back to them it doesn't have to go back to the legislature because once they override that veto it becomes a public law too automatically. It doesn't have to go back to the Governor and say okay we vetoed it and you have to you know so but when that you know I don't want to dispute anything...(interrupted).

Cita Tomada - We have a timetable that you are looking?

Acting Chairman Calvo - Well I don't know. Napu when do you think we're going to have that public hearing by any chance?

Napu Castro - It's not scheduled on our agenda yet. We will be letting the Commission know as soon as we find out when our public hearing date is when we're going to have the rules and regs but we do have it in our system.

Acting Chairman Calvo - Okay see they got it already so.

Cita Tomada - Thank you so much and I appreciate your time.

4. Global Recycling Center

Administrative Director Garcia - Global Recycling Center this is one of the issues coming up with EPA. We were issued a notice of violation for...(interrupted).

Acting Chairman Calvo - That's the one up in Dededo.

Administrative Director Garcia - Up in Dededo by the solid waste transfer station, the DPW solid waste transfer station. This is one of the issues of notice of violations that we were issued by EPA. So Global has an authorization from Tom Elliott to utilize the property, there was no payment or anything stated in that authorization same thing as Hua Mei. Balli Steel is also up there they went through KoKo Recycling, they changed the name to Balli Steel. But all of those three companies do not have an actual license at least with the Chamorro Land Trust. Daniel Chu is the only one up there that is trying to come into compliance with the EPA requirements right now.

Acting Chairman Calvo - Jess because we went out there remember, okay now that whole compound I remember because it used to be a transfer station that used to be just a lot of junks and so forth and we did go out there and they made a lot of clearance in there I guess through EPA. Now are you saying there are three companies within that one compound?

Administrative Director Garcia - Yeah that one lot that one big lot.

Acting Chairman Calvo - So who really is the..(interrupted).

Administrative Director Garcia - There's no lease or license for any of them there's an authorization for two of them that I saw.

Vice-Chairman Matanane - No lease?

Administrative Director Garcia - No lease.

Vice-Chairman Matanane - So we're not getting any money from them?

Administrative Director Garcia - No. So the thing here is the media interviewed me the other day and I basically told them there's no lease or license but if Daniel Chu was to pull out from that thing we're telling him you cannot use the property you got to pull out. What's going to happen with the materials that are there, the metallic waste, the white goods the junk that's there?

Legal Counsel Lujan - Is that what they brought to the property?

Administrative Director Garcia - That we don't know. The fact is if we were to tell them to stop operation and pull out they pull out and say okay I don't want to do this business anymore the trash is going to stay there. Who will be responsible to pull it out? The Chamorro Land Trust will be the one to pay for the removal?

Vice-Chairman Matanane- We can put a suit against them.

Administrative Director Garcia - Yeah but what if they file bankruptcy? How can you sue somebody if they go to Chapter 19? So the thing here is they're trying to do good. Oscar and myself went up there and we saw the site.

Vice-Chairman Matanane - Can we look into the record and see who authorized them to go ahead and occupy the property?

Administrative Director Garcia - The previous director Tom Elliott, we looked into it with Oscar. You know once the new rules and regulations comes in then Daniel Chu, Global Recycling is willing to comply but right now with the moratorium we can't issue him anything anyway. So you know but he's been operating there now and that's the thing the reason why he came to the office regarding these issues is because they need a permit from EPA and EPA will not issue him the permit to, I don't know what license he needs but there's like three different types of licenses. Under the three I think there's one that is expiring and EPA will not issue him a renewal on that license unless he has authorization from the Chamorro Land Trust. But we're stuck with the rules and regulations for commercial.

Vice-Chairman Matanane - He's willing to comply but he has nothing to comply with because we didn't give him the proper documentation that they should occupy that piece of property and we can't go and enforce something that we didn't you know. Just that they went in there and squat and doing business as happy as they go. There is no authorization.

Administrative Director Garcia - That's why I said we'll bring it up to the Board.

Acting Chairman Calvo - If we shut them down today for that matter then it becomes chaos out there again with all that. I experienced that to my village and I'll tell you what from Santa Rita from the entrance up towards Cross Island Road at one time I even measured all the trash. Four hundred feet of materials anything from beds and whatnot and that's only one portion. Going into the village was the same thing and this was under dispute and fight among the EPA you know. Right now I see even now up in Yona. So who do we, where do

we, if we shut down today, who's going to pick up the trash? So I'm saying do we just give them a time frame? Because like you said Dave we can't shut them down for that matter. If we do if we close the door tomorrow we're left with all the metallic stuff up there. We're going to be responsible, we're going to have to clean up that which we don't have the money to do that.

Vice-Chairman Matanane - I was reading the letter that Senator Pangelinan has giving the Commission he's asking if we had referred it to the attorney, I just handed her the letter.

Administrative Director Garcia - We have been working with EPA, we had some meetings and stuff so.

Acting Chairman Calvo - So what's their position on that?

Administrative Director Garcia - We're supposed to meet tomorrow again with them regarding the ....(interrupted).

Acting Chairman Calvo - So why don't we just table that out until we get the final issues with the EPA and whatnot.

Vice-Chairman Matanane - And probably we can get a recommendation from our legal counsel as to what's the next appropriate way to dealing with these particular problems.

Legal Counsel Lujan - What the options are.

Vice-Chairman Matanane - Yes.

Legal Counsel Lujan - Okay.

Acting Chairman Calvo - Delia can you make that a pretty much of a priority because now that I think I heard now that I think they're going to be starting the program again, kicking off the program in the villages and I know for a fact like because even in the Santa Rita area there's still plenty of junk. And through the help also that Public Works came in and helped us out and I was driving up at Windward Hills right along Baza Garden it's becoming another trash-a-ton area and I can imagine all the other villages going to happen. So this company was the only one that was willing to pick up white goods and so forth. So I think we got to get some sort of feedback on that and maybe through the Board in the next I don't know if you want to table this out to the next meeting.

Administrative Director Garcia - Table it to the next meeting.

Acting Chairman Calvo - Next meeting okay.

Vice-Chairman Matanane - And also I would like to ask the Director please to address the Senator Pangelinan's June 7, 2010 letter concerning Fegurgur please take..(interrupted).

Administrative Director Garcia - Oh yes it's being worked on already.

Ch..norro Land Trus. Commission

(Kumision Inangokkon Tano' Chamoru)

P.O. Box 2950 Hagåtña, Guåhan 96932 *Phone: 642-4251 Fax: 642-8082*

Commission Members

(Vacant)
Chairman

(Vacant)
Vice Chairman

(Vacant)
Commissioner

(Vacant)
Commissioner

(Vacant)
Commissioner

Monte Mafnas
Acting Administrative Director

Daniel Ty Chu
P. O. BOX 7148
Tamuning, Guam 96931

RE: GLOBAL RECYCLING CENTER, INC.

Dear Mr. Chu:

For the past four months, I have met and reviewed your file; and we both agree that Global Recycling Center Inc., is operating without a license or lease. In view of this, it is my responsibility to inform you that Global Recycling Center, Inc. has been conducting business illegally, on Chamorro Land Trust property for many years.

Mr. Chu, you have agreed to provide my office two (2) appraisals; to establish fair market land value and fair market rental value on CLTC property. You have stated that you have secured an appraisal from Victor De la Pena, but I have not received a copy of such appraisal to date. Mr. Chu, you also acknowledged, in front of Mr. Mateo and Mr. Santos, that you and/or your company, has never paid rent to CLTC.

Since you have been in contact with me, you have not presented *an* appraisal as promised. It is my opinion that you have not been sincere, and purposely evading our request. It is imperative that you acquire both appraisals at the earliest date possible, so that we can ascertain a fair rental value for CLTC and GRCI.

Clearly, I have demonstrated patience and afforded you consideration up to this point in time. I have been very fair to you; therefore, I demand that you deliver the two (2) appraisals to my office no later than July 19th, 2011 (seven days). In the event you do not deliver said appraisals, I would be forced to prevent you from continuing your business operation. You leave me no choice but to lock you out until you comply with our request.

Additionally, be advised that I will not hesitate to invoke my "brokers price opinion" (BPO) to establish fair market rental value, as authorized by the Chamorro Land Trust Board.

Very truly yours,

MONTE MAFNAS
Administrative Director
Chamorro Land Trust Commission

Rev. 01/04/2011

P.S. Mr. Chu did present me(1) appraisal from De La Pena.. Received 7/11/11

Chamorro Land Trust Commission

(Kumision Inangokkon Tano' Chamoru)

P.O. Box 2950 Hagåtña, Guåhan 96932 Phone: 642-4251 Fax: 642-8082

FILE COPY

Eddie Baza Calvo
Governor of Guåhan

Ray Tenorio
Lieutenant Governor of Guåhan

Commission Members

Oscar A. Calvo
Acting Chairman

David J. Matanane
Vice-Chairman

Michael J B. Borja
Commissioner

Amanda L.G. Santos
Commissioner

(Vacant)
Commissioner

Monte Mafnas
Administrative Director

August 12, 2001

Daniel Chu
Global Recycling Center Inc.
P.O. Box 11792
Tamuning, Guam 96931

RE: Delinquent Monthly Rental Amount

Dear Mr. Chu,

Here is my final demand of past delinquent monthly rental amount.

@FMV = $2,975,500 - @8% = $238,000 P/A - $19,833 P/M x 26 months = $515,658 x .70 (seven acres) = $360,960

REAL PROPERTY TAXES = $2,975,500 X .90(%) = $2,677,950 ASSESSED VALUATION X 0.972222 = $2,603 P/A X two years (2) = $5,206

TOTAL Amount Due is Three Hundred Sixty Six Thousand One Hundred Sixty-Six **($366,166)** Dollars

You are formally requested to present your case in behalf of Global Recycling Center, Inc. at the next CLTC Board meeting scheduled for August 18, 2011 at 1:00pm, Department of Land Management conference room.

Very truly yours,

MONTE MAFNAS
Administrative Director

Received

DANIEL CHU

8/12/11

Rev 06/13/2011

numerous times and I have seen it's been really cleared out and it's you know in fact I asked Mr. Mateo one day because they are building there and I'm thinking why? I say you guys bull dozed the other side I freaked out because I thought are they going to go build already? They already have ground breaking? But yes I just wanted to give you that credit but go ahead and put the ball figure in and then get with Mr. Monte..(interrupted).

Vice-Chairman David Matanane - Put it in writing the proposal what you're planning on doing.

Ben Santos - The concept of Yigo could I get maybe just a few minutes of where that's going, how that's going about and how we can participate in continuing the solid waste disposal business of Mr. Mateo?

Vice-Chairman David Matanane - I believe you can talk to Mr. Mafnas on that.

Acting Chairman Oscar Calvo - On a later yeah.

Ben Santos - Very well I thank you very much.

Vice-Chairman David Matanane - So we'll see on the next meeting right?

Ben Santos - Yes.

Administrative Director Monte Mafnas - September 15.

Acting Chairman Oscar Calvo - But you know the check can come earlier than the next meeting.

5. Global Recyling Center, Inc. - demand letter

Administrative Director Monte Mafnas - I gave Mr. Chu a demand letter in the amount of three hundred sixty six thousand one hundred sixty six dollars for using the property for the past twenty six months to include the delinquent real estate taxes. I've been meeting with Mr. Chu and requested appraisals from him and he's delivered it and we've been going back and forth. Mr. Chu has a very unique situation simply because he's been the guy that's been trying company wise to trying to get a lease for the past ten years. And I've visited the site, I've quantified his equipment and his activity and he's a beneficiary of a subcontract bind between himself as processor and Mr. Benny Bello dba Koko Recycling, Koko whatever, Koko this, Koko everything and he's the guy that actually did all the work. A lease was granted to KoKo on the subject lot and Danny is the guy that did all the work.

Acting Chairman Oscar Calvo - Yeah I know I've seen that place you guys you cleared that out that's the old..(interrupted).

Administrative Director Monte Mafnas - And twenty six months ago former Director Elliott did give him an authorization to occupy and do the business so he's here to present his case. Now on the license agreement or lease agreement as signed by the former Director

it obligated CLTC for considerable amount of rent for crediting for removing all the solid waste materials and unfortunately we never got a copy of that but Mr. Chu did present me and that's how I got to the figures. But Mr. Chu is willing to work out a new deal, fair, amicable to both sides and again physically he's been given authorization since twenty six months ago. So I just whipped up the numbers, fair market value and the formula for real estate taxes and I submitted in the amount of three hundred sixty six thousand one hundred sixty six dollars.

Daniel Chu - Since we keep asking for the lease agreement and Chamorro Land Trust say they are not allowed to sign the commercial lease with any commercial division. The reason why I occupy that place the main purpose is helping the Government of Guam, helping Chamorro Land Trust to clean all the mess. We didn't really apply to working there from the beginning. We are just asked for helping for cleaning Chamorro Land Trust land. Maybe we are the one of the only ones walking in to help. It's not coming to looking for benefit and starting our business. So in that year 2006 the former Director Tom Elliott they check our place they say you guys still need to clean in here we still need to clean but the thing is without those authorizations we cannot apply the permit from EPA then they're going to shut us down. So they give us the authorization till we clean out the land. Even the last Director Jesse Garcia he still come to our yard to check, he said you still doing good so he said we keep this authorization we are not allowed to signed the agreement, we want you to stay in here because most of the sites recycling we really need some company like this to stay in there.

Administrative Director Monte Mafnas - Mr. Chairman I just wanted to qualify that statement that Mr. Chu is in good standings with EPA in terms of the permitting process.

Daniel Chu - So we trying to we're really trying to run a good recycling company in Guam. Even though for the past eight years, nine years maybe we never had any disaster but once every time we have a disaster..(interrupted).

Acting Chairman Oscar Calvo - Don't talk disaster, I don't like that word.

Daniel Chu - The name is disaster sometimes benefits some people. I personally think if there's something happen we don't need the federal the company here doing the landfill, looks like we have nobody can do anything here. We have to ask federal call to send someone from States to do something here so I said I want to run a really recycling center, can meet standard, take out most things recycle as small as I can not only metal. Something I don't make money. I still doing it because like the byproduct those plastic I can bring it to the landfill then what stay there another two thousand years maybe never melt. But that one I even lose my money to ship it out because the recycling profit very low but the thing is its better than buried there. So that's what I believe if I can run the company really good it not only benefiting me and it's going to benefit my son and benefit you and your son and your grand. I think we really need that. The only thing is for our kind business without our Government's help we really can't do anything. You know for private everybody only looking for profit. The same land there's five or six companies occupied there doing the same work nobody wants to invest they just want to take a little bit money then run, take a little bit then run. They have no belief, they don't think the business can be forever and people need you here you make money. Yes if we make

money even you don't make money Government will help you. So we can stay there longer always keep in function anything happen I think that the island needs us.

Acting Chairman Oscar Calvo - You know getting back to what Mr. Monte you know I've gone up there even from the previous Director from Elliott and then also through Mr. Garcia and even to this day, yes you did a good job there that I can attest to what he has done up there to build up his and I know that area was really bad at one time or another. For whatever reason in the past why you haven't gotten that but still what Mr. Monte has alluded is there is a price tag to this thing now that we have to really and it's a good thing that you are trying to help Guam here to keep Guam clean basically is what it is. So you know Monte what was the one this dollar figure you were saying like three hundred some thousand?

Administrative Director Monte Mafnas - Right this is a figure based on the appraisal as submitted by Mr. Chu. Mr. Chu, how long would it take you to remove all the debris existing on site?

Daniel Chu - Now I need to move I think maybe two years. If you really don't I know maybe Government has a new project in here if I hear any project that's really good for everybody else I'm more than happy to move out of there even though if I move out of that place it cost maybe. I already lost three hundred thousand to half a million dollars because all the infrastructure I put it in there year by year everything I cannot move it out.

Administrative Director Monte Mafnas - Okay Mr. Chu you said two years you'll clean it up if we gave you another year, three years to move out would you guarantee you would be moving out?

Daniel Chu - Yes.

Administrative Director Monte Mafnas - Okay the reason why I asked this question is that property Mr. Chairman and Commissioners involve thirteen to fifteen acres of property and I think we should really seriously look at possibly building a Government building because it has water, power infrastructure on site readily and it's fronting Marine Corps Drive and Battulo Road next to the golf course.

Acting Chairman Oscar Calvo - And you got the golf course behind.

Administrative Director Monte Mafnas - Yes it's a beautiful amenity.

Daniel Chu - Yeah but the shape block it we cannot see it.

Acting Chairman Oscar Calvo - If you build a Government building there it's just that the Government is going to be golfing.

Administrative Director Monte Mafnas - So it'll be a centralized building minimum of a hundred thousand square feet and that will give us ample time to design and clean and get all of the biological environmental soil studies and do a performa, do a rendering and eventually want to occupy the property to build a Government building that is really

needed at this point in time. So if three years is all that you need then three years it is. We can put that in writing but also be mindful that that three years is not for free. That three years will mean you will pay and that will be as agreed by the Board and you okay. And I mentioned a property in Yigo to Mr. Chu and Mr. Mateo to relocate them as they expressed that they are going to be relocated and I'm just going through the exercise to see the viable place. Whereas it will also accept EPA's concern of the possible disaster and when Layon landfill opens up in the end of August they will not be accepting green waste or solid waste material. And when Layon opens up the Andersen Air Force Base and Naval Station landfill will close pursuant to the consent decree of the Judge as so ordered. So we really need to identify a site for solid waste materials. So I was thinking trying to consolidate the services and call it a solid waste station. We don't have any other property of that size to accommodate them down south.

Commissioner Michael Borja - On that property that you're looking at for these two they have to be approved by EPA right?

Administrative Director Monte Mafnas - Correct and I did that exercise already and EPA said yes that's a good site.

Commissioner Michael Borja - Which one, the Yigo?

Administrative Director Monte Mafnas - The Yigo right. I know it's over the northern aquifer but they said that's a good site because obviously they did some boring test and testing of the soil to determine that it will be safe in consideration of the leachate spill and the percolation rate so that is what I was told by Administrator Quinata and Cruz the assistant. So I just want to go on record that we will relocate this gentleman, both of them, one way or another. The only thing we have to establish is a site that can work both ways because I think it is time the highest and best use of that Battulo lot is for a Government lot not for a solid waste transfer.

Acting Chairman Oscar Calvo - Actually Monte and I discussed that too and what I really want to focus too is basically put all the sites of all the junk materials in one location than staging it out from Dededo, Agana for that matter. It's just that it's up north I mean but at least that's where it'll be, everybody will be up there. One place that they will be disposing because we're trying to get out like in the case of Mr. Mateo up in Barrigada Heights that's a location for building houses and so forth. So you got to build this and then you got this high rise building then you got a junk yard behind your house you know. But Monte and I we talked about that Monte and that was one of my biggest, I want to get that thing permanently put it you know as a landfill, I wouldn't call it a landfill but you know because it's basically different a solid waste staging area. And you will only be accepting cars, broken down whatever products you take, washing machines, dryers I don't know whatever, things of that nature.

Daniel Chu - Recently the biggest business we have is the people bringing in their scrap to sell it to us. The reason why we can buy it because the market value now stay profitable. So if it's three years ago you can see all, that's why we need island beautification we need to clean island, we need to do this, we need that and now it looks like nothing because the price is high we buy high, people working for themselves.

Northern side even inside the bush you hardly see the light metal any more. People bring it in we have to keep buying from them. Ever since the end of last year the island wide cleaning starting up I believe for the three village island cleaning Government spend half a million dollars and all the metallic waste coming to my yard. The same time I said lets clean it so I started buying metal at extra, local, everybody helping to moving those things because if we any Government or any private sector you want to clean those metal it's not going to work you cannot make any money you're going to lose out.

Administrative Director Monte Mafnas - Mr. Chu, are you a party or did you receive any of that nameplates that was illegally removed from Asan Park?

Daniel Chu - No I don't.

Administrative Director Monte Mafnas - I want to go on record Mr. Chu that if you do receive those plates you will be an accessory to the crime so don't entertain that okay.

Daniel Chu - Okay.

Acting Chairman Oscar Calvo - In other words if you get a roll of cable from GPA for that matter then you know somebody, Mr. Simpson can attest to that.

Administrative Director Monte Mafnas - We will support the Guam Police in conviction. I just wanted to put it on record that you have been warned okay. Thank you very much.

Daniel Chu - Yes. Even metal we buy still something happen. People bring the car to us but these things we always keep all the records. We have video camera, we write it down, the license plate, we copy their driver's license so there's a five or six times they call police we're receiving stolen goods we say we are not we just doing the scrap everything coming here scrap. So we show them the record the police go directly to the people who bring it in. But the thing is I really can't because for me its scrap maybe for him it's gold I really don't know you know those scraping car. So every since last year we started to receiving those metal.

Vice-Chairman David Matanane - Have you read the August 12, 2011 from Mr. Mafnas?

Daniel Chu - Yes.

Vice-Chairman David Matanane - Are you amicable to the figures there Mr. Chu?

Daniel Chu - Excuse me?

Administrative Director Monte Mafnas - Do you agree with the three hundred sixty six thousand one hundred sixty six dollars? But if you want to pay more we'd be glad.

Daniel Chu - I try to pay more if I can make that much but the thing is even I don't agree because I don't have that much profit. For me it's hard I already say without Government we cannot do anything and I wish you can helping me continue my business continue to

helping the people of Guam. Of course helping myself too. I have twenty five to thirty local employees if I close it's going to hurt. It's not going to help any.

Administrative Director Monte Mafnas - I do want to apologize to the Board because I had prepared a synopsis in chronological order and I failed to include it and that's my fault it's not our Board Secretary, establishing all the transition of documentations that transpired on that site. What we can do is suggest, ask him a number and let's see what if it's acceptable to us.

Commissioner Michael Borja - Have they previously paid in the past?

Administrative Director Monte Mafnas - No. No payments.

Daniel Chu - We never paid anything in the past and we have never received anything from the Government in the past.

Administrative Director Monte Mafnas - This is the first time a bill has come his way.

Vice-Chairman David Matanane - But you feel that you still owe Chamorro Land Trust?

Daniel Chu - I don't think so because before when the metal price very low I've been suffering seven years already my investment not coming back fifty percent yet.

Vice-Chairman David Matanane - No agreement on the use of the land?

Daniel Chu - Because the time we have agreement to use the land is not using the land it's cleaning the land. It's to do Chamorro Land Trust helping Chamorro Land Trust move out all the metallic waste. We are not going in there to using the land to make profit like all the private sector to making money purpose.

Vice-Chairman David Matanane - No compensation for Chamorro Land Trust.

Daniel Chu - No compensation that's why Chamorro Land Trust gave us authorization to use it they say we need you to clean for us. Actually they have before I'm a subcontractor the prime contractor has a lease agreement from Chamorro Land Trust they're waiting to pay seven point five million dollars worth of moving out those materials.

Administrative Director Monte Mafnas - That is correct. Mr. Chu did provide that and it was executed by KoKo Recycling and the former Director.

Vice-Chairman David Matanane - I would like to see that document.

Administrative Director Monte Mafnas - Sure.

Daniel Chu - You have it in the copy, I already showed them.

Vice-Chairman David Matanane - So in essence the Government is paying you to use and get rid of the metal.

Daniel Chu - No they said I think Government never like to pay I believe it's just a number you can deduct it from here from there.

Administrative Director Monte Mafnas - But we cannot pay you never give us bill.

Daniel Chu - No we don't give they say we only deduct from the rent. They say approximately twenty five thousand tons equals around seven point five million dollars then we deduct from the rental. It's not really cash involving.

Acting Chairman Oscar Calvo - So Mr. Chu what is comfortable for you in paying?

Daniel Chu - I think for the back rent I don't I think I beg you guys give me a break don't charge me because for..(interrupted).

Acting Chairman Oscar Calvo - How can I not you have already seven years of a break and you're asking me to give you another seven years?

Daniel Chu - Because the reason why I came in there..(interrupted).

Acting Chairman Oscar Calvo - I understand that yeah okay that's fine and you did a good job I'll attest to that because I've seen it and I've gone up there. So you're saying you will continue to run business every day except you just told the Board that now you're buying stuffs from people bringing in junk cars or whatever okay. So there is money rolling in right now to your company. So you are making money off the Chamorro Land Trust okay. Now the Chamorro Land Trust gave you an opportunity too for a staging area for all these years okay and that's through the previous administration what had to be done so I think you know it's already had been paid for. So I think now there's a return value back for the Chamorro Land Trust. I think it's only fair too.

Daniel Chu - Yes that's what I'm thinking I said for the..(interrupted).

Acting Chairman Oscar Calvo - Then think that way that you..(interrupted).

Daniel Chu - Yes I think because from last year the end of last year we started back before that I tell you the market died 2008 we killed until 2009 the end of 2009 it coming back.

Acting Chairman Oscar Calvo - Well you know it's the same thing the economy goes up and down the tourist goes up and down. One week you're going to see about a thousand Japanese the next week you only see one walking down there.

Daniel Chu - But I'm cleaning your back yard.

Acting Chairman Oscar Calvo - You are cleaning back but at this point in time now you're making money.

Daniel Chu - Yes I have to make money because my investment there almost two million dollars I cannot ever make it back.

Acting Chairman Oscar Calvo - So it's like just giving you that piece of property for free.

Daniel Chu - No I said I would like to pay but not the back rent.

Administrative Director Monte Mafnas - Mr. Chairman as he provided the lease because we didn't have that copy it obligates us a considerable amount of rent credit. But Mr. Chu is willing to start anew and from square one..(interrupted).

Acting Chairman Oscar Calvo - And that's what basically what I wanted.

Administrative Director Monte Mafnas - That's exactly what he's asking so we'll put this aside because we could go to court, we could win or we could lose we don't know. But this is in writing and it's signed by the Director then but he's willing to forego this and enter into a new arraignment for a period not to exceed three years.

Daniel Chu - Yes especially only three years you know in this kind business it's just a long term life if we die in three years you know it's not going to helping anybody and I believe I'm the only one company recycling company doing everything from beginning to end.

Acting Chairman Oscar Calvo - Okay this is what we'll do you meet up with Mr. Monte with that as of maybe tomorrow or make an appointment right away and then you two work out the ball figure.

Administrative Director Monte Mafnas - And after we come to an understanding then we'll present it to the Board for approval.

Acting Chairman Oscar Calvo - By next month okay.

Administrative Director Monte Mafnas - It necessitates Board approval.

Daniel Chu - Yes.

Acting Chairman Oscar Calvo - Okay, alright. But you do agree to make payment.

Daniel Chu - Oh yes because now we have profit we have to make payment before it's really hard.

6. Guam Racing Federation - increase per cubic yard up to $1.50
Administrative Director Monte Mafnas - Do you live on Guam Mr. Simpson?

Henry Simpson (General Manager of the Guam Racing Federation) - Yes sir. I wanted to introduce also Cory Paulino who is with our group in the off road portion. I'd like to read you my letter, it'll be fairly brief. I received your letter and agree basically to all the terms in there but I'd like to read you this letter for your consideration. Dear Mr. Chairman and Committee members, the Guam Racing Federation and its members Drag Racing

Chamorro Land Trust Commission
(Kumision Inangokkon Tano' Chamoru)
P.O. Box 2950 Hagåtña, Guam 96932 Phone: 642-4251 Fax: 642-8082

Eddie Baza Calvo
Governor of Guam

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Commission Members

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Acting Chairman

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Vice-Chairman

Michael J.B. Borja
Commissioner

Amanda L.G. Santos
Commissioner

(Vacant)
Commissioner

Monte Mafnas
Administrative Director

6 September 2011

TO: Mr. Daniel Chu, General Manager
GLOBAL RECYCLING CENTER INC.,
P. O. Box 11792 Tamuning, Guam 96913

FROM: Mr. Monte Mafnas, Administrative Director
CHAMORRO LAND TRUST COMMISSION,
P. O. Box 2950 Hagatna, Guam 96910

REF: Chamorro Land Trust Commission authorizing Global Recycling Center Incorporated, to continue using Lot No. 10122-15, located in the Municipality of Dededo, for solid waste "Recycling Center," fronting Batulo Street.

TO WHOM IT MAY CONCERN:

Please be advised that Global Recycling Center Incorporated, has been operating with a written authorization granted from the previous Administrative Director of Chamorro Land Trust Commission, circa 2006. Global Recycling Center Inc. has a valid permit that was approved and overseen by GEPA; to conduct recycling business of solid waste materials situated on Lot No. 10122-15, located in the Municipality of Dededo, fronting Batulo Street.

Pursuant to the newly appointed Chamorro Land Trust Commission board; they have agreed to extend a written authorization for GRCI, for an additional three (3) years effective immediately. CLTC is currently awaiting legal counsel to prepare a final documentation of a license or a lease that will be sanctioned into policy and executed once and for all by the Chairman of the CLTC Board and by the Administrative Director.

If you should have any further questions, please call me at (671)-642-4251 or email me at monte.mafnas@cltc.guam.gov I remain,

Very truly yours,

Monte Mafnas
Administrative Director

Rev. 06/13/2011

Chamorro Land Trust Commission

(Kumision Inangokkon Tano' Chamoru)

P.O. Box 2950 Hagåtña, Guåhan 96932 *Phone: 642-4251 Fax: 642-8082*

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Amanda L.G. Santos
Commissioner

(Vacant)
Commissioner

Monte Mafnas
Administrative Director

COMMISSION MEETING MINUTES
Department of Land Management Conference Room
3rd Flr., ITC Building, Tamuning
Thursday, September 15, 2011; 1:20pm - 3:31pm

I. CALL TO ORDER

Meeting was called to order at 1:20pm by Acting Chairman Oscar Calvo.

II. ROLL CALL

Present were Acting Chairman Oscar Calvo, Vice-Chairman David Matanane, Commissioner Michael Borja, Commissioner Amanda Santos and Administrative Director Monte Mafnas.

III. APPROVAL OF MINUTES (August 18, 2011)

Commissioner Michael Borja moved to approve the minutes of August 18, 2011 subject to corrections. Vice-Chairman David Matanane seconded the motion. There were no objections, MOTION PASSED.

IV. PUBLIC COMMENTS

None.

V. OLD BUSINESS

1. Guam Housing Corporation

Administrative Director Monte Mafnas - Guam Housing Corporation has submitted a tentative drawing of their need and as-built and we'll be further negotiating the terms of the lease. They just wanted to present the conceptual site for our perusal and they'll be working hand in hand with us.

2. Younex International Inc.

Administrative Director Monte Mafnas - Younex International represented by Attorney Cynthia Ecube had requested to be withdrawn from this agenda until such time we have hired a legal counsel so we have no problem with that.

Vice-Chairman David Matanane - There is a problem. Is she trying to state that it's between the two attorneys that will take care of this matter?

Administrative Director Monte Mafnas - That's what she's saying.

Vice-Chairman David Matanane - But yeah according to her letter but it's subject to our approval so I don't know where the attorney is coming from.

Acting Chairman Oscar Calvo - Everything and whatever liability so before we actually agree to that work with him the details and everything and maybe by the next Board meeting then we can settle this, Mike?

Commissioner Michael Borja - Yes.

JR Mateo - And when will that be?

Acting Chairman Oscar Calvo - Next month on our next Board meeting.

JR Mateo - Okay thank you sir.

Acting Chairman Oscar Calvo - But in the meantime Mr. Monte will address the issue to you and then work out whatever needs to be done and if the Board I guess Monte present it on the next Board meeting and then whatever we then we finalize it there. Is that good enough?

Administrative Director Monte Mafnas - Don't come to my office on Saturday because I'm not in. Thank you very much Mr. Mateo.

4. Global Recycling Center, Inc.

Administrative Director Monte Mafnas - As you can recall Mr. Chu was here at the last Board meeting and he had provided us a signed lease agreement enabling a rent credit to a tune of approximately seven point five million dollars. Now Mr. Chu has agreed to terminate that lease agreement provided we give him an opportunity to stay for the next three years at the same site while he cleans it and we develop a plan for affordable homes and for a Government building simply because it's fronting Route 1, fronting Battulo Street and it's leveled and all infrastructures are on site. He's agreed to relocate to Yigo at our addressed solid waste station. He came back with a proposal that we made an understanding that he will pay upfront a hundred thousand dollars today and give CLTC thirty percent of the profit in terms of solid waste at that site. Is that correct Mr. Chu?

Daniel Chu - Yes because I do a lot of contract with the Government so because of the land I can make that money so I offer the gross income from the Government PO, thirty percent once we receive money thirty percent going to the landlord which is you.

Administrative Director Monte Mafnas - I apologize he gave me the letter and I have it upstairs but I can make a copy and give everybody later on. Mr. Chu are you able and ready to give us the hundred thousand today?

Daniel Chu - Yes. (cashiers check provided)

Administrative Director Monte Mafnas - Mr. Chu thank you so much.

Acting Chairman Oscar Calvo - Monte that's a cashiers check right?

Administrative Director Monte Mafnas - Yes in the amount of one hundred thousand from ANZ from Global Recycling.

Vice-Chairman David Matanane - So move that we have the Administrative Director work out the details concerning the Global Recycling to work out the details in writing.

Commissioner Michael Borja - I second the motion.

There were no objections.

Acting Chairman Oscar Calvo - And also here we did mention on this at the last Board meeting giving the amplitude time of three years and once we identify where the property is going to be is we can work this in a laterally way where I guess we can once we identify where it is and he decides to move out not necessarily within a three years but we're giving you a three year period of time but if you decide to move in a year or two years time. That way it gives you amplitude time to get things what has to be done. But the three years is what we initially limited okay.

Daniel Chu - Thank you very much.

Administrative Director Monte Mafnas - Thank you Mr. Chu we want more tenants like you.

5. Smithbridge

Administrative Director Monte Mafnas - I just want to inform the Board that I did review this with Senator Pangelinan that Smithbridge had also contacted other Senators to present their offer in writing that they want to purchase from Chamorro Land Trust thirty to forty five acres, correct?

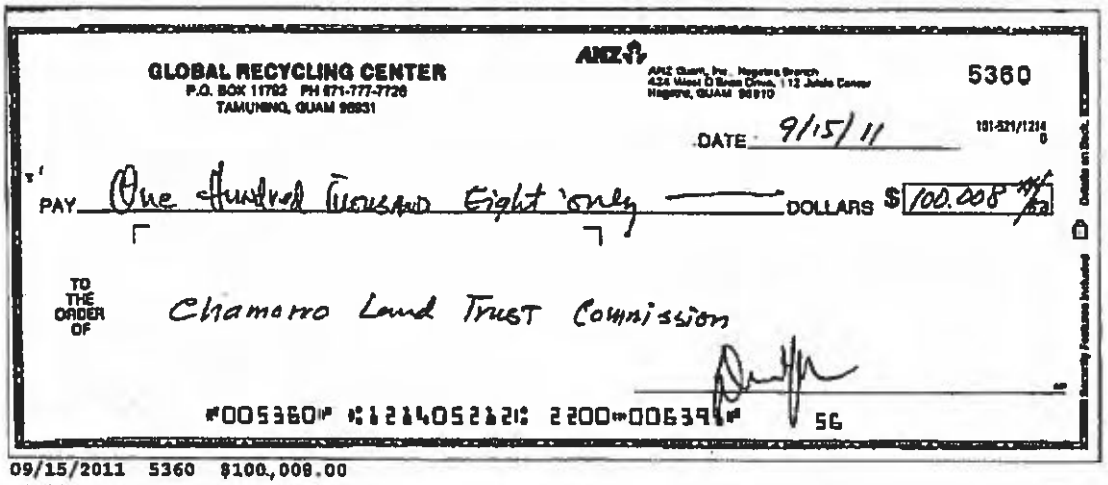
Jacob Leon Guerrero (Smithbridge) - Yes that is correct.

Administrative Director Monte Mafnas - I did inform them that I have to research if the property is registered and low and behold I did find that there's a decree establishing title so that Lot 7163 contains four hundred acres and we can parcel out forty five acres. I would like to suggest to the Board that the parceling be accomplished by Department of Land Management based on what they feel is the cost necessary to build for this exercise just to make sure we have control of the mapping and the balance of the property. Mr. Leon Guerrero is there a problem with that?

Jacob Leon Guerrero - No we have no problem we're actually very keen on moving forward with this project.

Administrative Director Monte Mafnas - We should be able to give you the quote for parceling on or before the end of the month. Now can you please just state to the Board that you went through the exercise of meeting the Senators?

Jacob Leon Guerrero - Starting a few months ago we tried to set up appointments with all the Senators just to get feedback and at that point in time when we were doing this the Commission wasn't fully empanelled at the time. So that's why we decided to go to the Senators in the mean time because we were hearing that there might be a need of public



GLOBAL RECYCLING CENTER
P.O. BOX 11782 PH 671-777-7726
TAMUNING, GUAM 96931

ANZ

ANZ Guam, Inc. - Hagatna Branch
424 West O'Brien Drive, 112 Julale Center
Hagatna, GUAM 96910

5360

DATE 9/15/11

101-321/1214

PAY One Hundred Thousand Eight 'only DOLLARS $ 100.008 00

TO THE ORDER OF Chamorro Land Trust Commission

⑈005360⑈ ⑆121405262⑆ 2200⑈006397⑈ 56

Details on Back. Security Features Included

09/15/2011 5360 $100,008.00
20000587323

Run Date . : 8/22/19 **PAYMENT RECORD** Page . : 1
Run Time . : 13:45:01 Program: PRTPYAL

Receipt number . . . . : 2011918550
Transaction date . . . : 9/15/2011
Location code . . . . : 01 TREASURER OF GUAM
Terminal Id. . . . . : A1
Cashier Id . . . . . : TOGCALVK
Batch code . . . . . : 1
Pay sequence . . . . . : 1
Tax/fee type . . . . . : CLC362454201 COMMERCIAL LEASES/LICENSES
Account/reference no . : GLOBAL RECYCLING
Account Name . . . . . :
Tax period . . . . . : Tax sequence . . . . . :
Escape assessment year :
Installment . . . . . :
Document Number . . . :
Mail in date . . . . . : 9/15/2011
Total paid . . . . . : 100000.00

Amount 01. . . . . :	100,000.00	FEE	Amount 06. . . . . :	.00
Amount 02. . . . . :	.00		Amount 07. . . . . :	.00
Amount 03. . . . . :	.00		Amount 08. . . . . :	.00
Amount 04. . . . . :	.00		Amount 09. . . . . :	.00
Amount 05. . . . . :	.00		Amount 10. . . . . :	.00
Total amount . . . . . :	.00			

G/L acct number. . . . :
Receivable file name . :
Remarks. . . . . : CK096657 ANZ

Payment method . . . . : 1
Check number . . . . . : Checking account # . . :
Bank ACH number . . . : **CASH**
Credit card type/number: Credit card exp date . :
Credit card name . . . :
Authorization code . . :

	Credit	Check	C/B	Debit	Merchant Dsc
Swipe fee . . . . . :					

Assessed utility fee . :
Return code . . . . . :
Deposit code . . . . . : ALC CASH IN BANK
Rev & Tax interface? . : Rev & Tax pay? . . . :
BACIS interface? . . . : Y BACIS interface date : 9/15/2011
Reject?. . . . . : JV number . . . . . : JD01091511
Posted to subsidiary?. : Subsidiary post date :
PRCNCTH added record . : User added tran? . . :
Tax type corrected . . : Account file? . . . : Y
GRT? . . . . . : Income tax?. . . . . :
W-1 deposit? . . . . . : Customs & Quarantine?:
RPT? . . . . . : GPA FTP? . . . . . :
Tipping fee? . . . . . : GTA FTP? . . . . . :
DOA Misc A/R?. . . . . : GWA FTP? . . . . . :
Posted to GRT taxprd?. : DOA FTP? . . . . . :
DOA Misc A/R created?. : Child support? . . . :

Date added/time. . . . : 9/15/2011 16:30:59
Date updated/user. . . :

MEMORANDUM OF AGREEMENT

FOR

HEAVY EQUIPMENT USAGE AND MAINTENANCE

BETWEEN

DEPARTMENT OF LAND MANAGEMENT & CHAMORRO LAND TRUST COMMISSION

AND

GLOBAL RECYCLING CENTER INC

ARTICLE 1

Preamble

Section 1: This memorandum of agreement (MOA) is made between the Department of Land Management/Chamorro Land Trust Commission, Government of Guam, represented by the Director, hereinafter referred to as DLM/CLTC and the Global Recycling Center Inc., private company, represented by the owner Danny Chu, hereinafter referred to as (GRCI).

Section 2: The purpose of this Memorandum of Agreement (MOA) is to establish a cooperative working public/private relationship between the DLM/CLTC and the GRCI with regards to the GRCI utilization of Caterpillar Tractor Full Tracked Dozer 1550 D4 referred to as heavy equipment to assist DLM/CLTC with the clearing of public access and utility easements on Chamorro Land Trust property.

ARTICLE 2

Responsibilities

Section 1: In order that the parties may cooperate and utilize equipment to optimum mutual benefit, the following commitment and responsibilities are agreed upon:

A. Responsibilities of DLM/CLTC

1. DLM/CLTC will obtain and maintain ownership of heavy equipment.

B. Responsibilities of GRCI

1. Provide transport when heavy equipment is obtained from pick up point to storage point.
2. Expenses and liabilities for the operation, maintenance, transportation and storage of heavy equipment.
3. Transport heavy equipment to and from DLM/CLTC clearing projects.
4. GRCI shall not loan, provide or let any other person, company, department or agency use heavy equipment.

ARTICLE 3

General

This MOA will be effective for a period of two years. It can be extended further if so desired by mutual agreement.

In all aspects where the above articles of agreement are silent, or for special cases of deviation from these articles, the decision mutually agreed by the two parties will be final. In the event of termination, GRCI will be responsibility to return and deliver heavy equipment to a facility designated by DLM/CLTC.

ARTICLE 4

Effective Date of the MOA

This MOA shall be effective from the date it is executed by or on behalf of the parties.

IN WITNESS THEREOF, the parties hereto have executed this MOA on the day and the year herein under indicated.

FOR DEPARTMENT OF LAND MANAGEMENT / CHAMORRO LAND TRUST COMMISSION

MONTE MAFNAS
Director
Date: 5-30-12

FOR GLOBAL RECYCLING CENTER INC.

DANNY CHU
Owner
Date: 5/30/12

Acting Chairman David Camacho – No they're going to fix it. According to Waterworks they're going to improve it but they're going to remove the antenna within the Waterworks to the side of the area.

Acting Chairman Michael Borja – So are they still looking for land to do a tower?

Acting Director David Camacho – Yes.

Acting Chairman Michael Borja – Because one of the things I told them they needed to do is make sure they had FAA clearance too.

Acting Director David Camacho – And that's the reason why we addressed it real fast because of the requirement from the as you said the airspace and what not and all those things. They only need about a 100x100 for the tower. So we're working on that.

Acting Chairman Michael Borja – What company was this? This was Docomo?

Acting Director David Camacho – No not Docomo.

Acting Chairman Michael Borja – No, no, no but I mean it was Docomo antennas.

Margarita Borja (DLM) – They were contracted I think by Docomo to do their sites.

c. Global Recycling
Acting Director David Camacho – There's another company that we're addressing now, Global. Global is utilizing Government land for their recycling and as of now we still don't have any paperwork on that.

Acting Chairman Michael Borja – Well what's the status on the findings by that Receiver on the property in Dededo?

Acting Director David Camacho – We're still waiting for EPA an investigation on that. We provided documentation as to the trend of the paperwork on the (interrupted).

Acting Chairman Michael Borja – Who occupied the land over time.

Acting Director David Camacho – Yes, they're looking at it. EPA actually is on top of that. Global is next door, is adjacent to that. But Margaret will be calling in Global so we could at least have some black and white or have them in here for the Board, they're operating without any license.

Acting Chairman Michael Borja – On our property?

Margarita Borja (DLM) – Yeah.

Acting Chairman Michael Borja – Global? Why are they doing that?

Margarita Borja (DLM) – That's what we need to find out.

Acting Chairman Michael Borja – Well then let's put them on our agenda next month.

Margarita Borja (DLM) – I know there's some correspondence when Monte was here he asked them to come up with appraisals. So I just need to look into it.

Acting Chairman Michael Borja – So they're not paying anything. We need to seal that one up.

Vice-Chairman David Matanane – Just a reminder Dave, can you check with GEDA on those things and make sure that a guaranteed deposit before we authorize them to (inaudible). I wonder who is the most preferential (interrupted).

Acting Director David Camacho – I forgot to mention there's a March collection too on the back of $36,259.18.

4. Memo from Senator Pangelinan

Acting Chairman Michael Borja – I guess I got this letter here from Senator Pangelinan on two different issues. One of them is a second request of appointment of individuals to the Chamorro Land Trust Commission. I've been appointed to be the Chairman for the Chamorro Land Trust Commission and supposedly in the next couple of weeks I should probably have a hearing. Yesterday I did speak with the Chief of Staff and reiterated the need to name two more individuals so that we don't run into an issue of not being able to hold a meeting because one of us is not being able to make it and that's how critical it is right now. The second thing is this follow up letter that you provided on the status of the MOU between CLTC and GEDA and they wanted to know what services have been conducted and what the fee arrangements are so have you guys been able to answer those, answer that at all to them?

Margarita Borja (DLM) – Well I kind of just questioned Mr. Camacho because the fact that the letter was sent to you we weren't quite sure whether or not you were going to be the one to answer.

Acting Director David Camacho – We're ready to respond to it and we'll respond to it, we'll provide the information and everything. On both sides I believe and I mentioned this to I think the representative of Senator Pangelinan, I think Karen, we did mention to Karen about our request for the two that I sent prior.

Acting Chairman Michael Borja – I know you have requested and in fact your request went before he sent his request. But you know it's really kind of an important thing and we all see it so it's just a matter of (interrupted).

Acting Director David Camacho – But we'll respond to this.



Eddie Baza Calvo
Governor of Guåhan

Ray Tenorio
Lieutenant Governor of Guåhan

Commission Members

David F. Matanane
Chairman

(Vacant)
Vice-Chairman

Amanda L.G. Santos
Commissioner

Pascual V.A.Sablan
Commissioner

Joseph I. Cruz
Commissioner

Michael J.B. Borja
Director

Chamorro Land Trust Commission

(Kumision Inangokkon Tano' Chamoru)

P.O. Box 2950 Hagåtña, Guåhan 96932 Phone: 649-5263 ext. 651 Fax: 649-5383

COMMISSION MEETING MINUTES
Department of Land Management Conference Room
3rd Flr., ITC Building, Tamuning
Thursday, September 18, 2014; 1pm – 3:15pm

I. CALL TO ORDER
Meeting was called to order at 1pm by Chairman David Matanane.

II. ROLL CALL
Present were Chairman David Matanane, Commissioner Amanda Santos, Commissioner Pascual Sablan, Commissioner Joseph Cruz, Legal Counsel Kristan Finney and Director Michael Borja.

III. APPROVAL OF MINUTES (August 21, 2014)
Commissioner Joseph Cruz moved to approve the minutes of August 21, 2014. Commissioner Amanda Santos seconded the motion. There were no objections, MOTION PASSED.

IV. PUBLIC COMMENTS – None.

V. OLD BUSINESS
1. Global Recycling Center – Commercial license request for Lot 10122-15, Dededo
Director Michael Borja – On the subject of Global Recycling Center they were on the agenda last month and I spoke with Mr. Daniel Chu and his son Alan Chu from Global Recycling yesterday. He was not here last month and they both were not here because he had been medivac out to Taiwan for a heart attack. He had just returned back I think on Monday. In fact I went to go see them on Monday at their business to remind them to please come to a meeting with me yesterday. So in our discussion yesterday you know Global Recycling over in Dededo is kind of a creature of a disaster. In so as such that the whole facility there is not something that we can just immediately lift and remove. They have been permitted. They have the proper EPA clearances to do what they're doing. What had been done in the past is that they have had I think a working agreement to pay an amount for use of the property and they are current on that. It was good for three years back in 2011 so we're up to 2014 and in our discussion yesterday they want to continue moving forward with this because it's really a business that serves the community very, very well. They have been a good partner in what we've asked them to do as far as other issues that Chamorro Land Trust has had when there were some property problems that they have been able to help us out with. I spoke with them with the intention of trying to get a full regular lease, a license for them. We're going to try and proceed in that regard and it will require a formal approval here. The whole process of getting that I'll talk

about it a little bit later on but there is the rules and regs though I think we're pretty close to; that thing has finally left Adelup and now we're ready to begin the review on that with the Attorney General and the Legislature.

Chairman David Matanane – What I understand Mr. Director is which one is he going to lease? The one that he's occupying right now?

Director Michael Borja – The one that he's occupying. It's all surveyed out right Margarita? Yeah. There was another part that was in there that makes up the full square that was really somebody else's but the part that's all squared off has already been surveyed so we're just going to get the appraised value of the property to determine what a true proper lease amount should be.

Commissioner Joseph Cruz – Is that the seven acres?

Margarita Borja (DLM) – Thirteen.

Director Michael Borja – Thirteen.

Commissioner Joseph Cruz – In addition to what's authorized is seven?

Margarita Borja (DLM) – What's authorized because it was a -1 and R1 before and then he came in to request for additional acreage which he's already occupying. So now instead of it being a -1 and R1 remember that sketch that I was talking about the last recorded map is still at 15. It's still -15 which is (interrupted).

Chairman David Matanane – Is that within the same basic lot?

Margarita Borja (DLM) – Yeah basic Lot 10122-15.

Chairman David Matanane – Not -1.

Margarita Borja (DLM) – Not -1.

Chairman David Matanane – Because I'm looking at it and it says three years more particularly described as Lot 10122-15-1. The request was granted and that's the three acres that wasn't approved?

Margarita Borja (DLM) – They're coming in for the whole thing now. Originally they were approved for the portion of.

Chairman David Matanane – You know Mr. Director I'd like to ask during the negotiation back then when the late Monte Mafnas was here had he made the payment at $100,000?

Director Michael Borja – Yeah he has.

Chairman David Matanane – But not the amount that he concurred with that hundred sixty six, one sixty six something like that it's in here some place. You know the agreement that he even agreed that he should be paying more than that but we would like to see the amount that he agreed on. That's a receivable to us already since he's been playing around with us for the longest time.

Director Michael Borja – I don't think that they're trying to play around with us it's just that the whole property is kind of in a strange situation it's not the standard type of thing that we've done for anything else.

Chairman David Matanane – I understand you know if this thing has happened I don't know if the other Commissioners remember the typhoon the big typhoon that was back then I think it was Pamela or Karen or something like that.

Director Michael Borja – Paka.

Chairman David Matanane – You know they're clearing all the debris but even at that he was claiming that we need him and he's helping Guam and I don't think he's helping at all not Chamorro Land Trust as far as we're concerned.

Director Michael Borja – Yeah but to some extend I guess you'd want to look at it you know because in our discussion yesterday he's talking about the amount of waste that people are bringing in, metal waste and we're not seeing a lot of that kind of metal waste. They're accepting broken cars so we're not seeing as much broken cars. I go out there and I think it's one of the things that I'd like to present to the Commissioners at some point in time but it has to do with how can we keep our property the Trust properties clean. I'm kind of appalled by what I see when I go out to some of these sites and it's just terrible. In some cases the residents are the contributors to it people who actually have leases. There's one place I saw in Dededo just the other day I mean it was quite interesting because they were very, very neat and orderly in their trash. It was well sorted out. There was a group of televisions and monitors in one section and other household appliances in another section. So I don't know what they're expectation is if that they think someone else is going to clear it out for them but I don't know how they could accumulate fifteen to twenty televisions from a couple of households.

Chairman David Matanane – You're talking about up there in Yigo the recycling area?

Director Michael Borja – No I'm talking about Chamorro Land Trust properties that are out there and then there are properties that we are not using and then little roads pass through and they become dump sites too. So it's really pretty bad. I'm working with Mr. Chu, we'll present everything for the Commissioners to review when we get it done. But we agreed that we're going to get an appraised value and go from there like all other licenses do. We'll make it look and smell like a license and hopefully get it as we get this thing ready to be approved it will be when I think I may have the rules and regs approved as well so that it's all done properly.

Chairman David Matanane – Yeah that's all we wanted is to get it as soon as possible because really we have (inaudible).

Director Michael Borja – And that's my point but we needed to make sure this is all (interrupted).

Chairman David Matanane – Get it done by next meeting or how ever we can do it.

Director Michael Borja – I don't know if we're going to get it done by the next meeting.

Chairman David Matanane – But notify them that you still owe us that amount that he (inaudible) promised to pay us. We're good to go you know we'll approve that I believe if the Commissioners wishes to approve that but on my part I would you know even by tomorrow if he has it all done in writing and all that we would like to get the conditions and lease agreement together. So you know other than that I'm sorry to hear that he has a problem I hope that he turns out okay.

Commissioner Joseph Cruz – So the summary that we're expecting from this case is the computation of what was due? In line with what acreage are we computing that amount either a seven or thirteen because I'm reading here authorize seven with a total of thirteen acres of the total lot.

Chairman David Matanane – My understanding was three then it went up to seven.

Director Michael Borja – Well let me get a presentation for you okay.

Commissioner Joseph Cruz – We need to need to know what acreage are we dealing with.

Director Michael Borja – Yes I'll have that all specifically because in many cases what we end up having to do here is what they're already occupying is probably what we need to make sure that they're paying for because it's a pretty well organized business they've got up there. It's not a half ass operation of what it looked like to me. I mean they're weighing people coming in, they're sorting, they're packing things (interrupted).

Chairman David Matanane – And he's making money there.

Director Michael Borja – And he's making money right.

Chairman David Matanane – Okay that's fine I mean you know as long as we got a true blue down on paper.

Director Michael Borja – Some of the issues that I've been encountering is there have been some handshake agreements that may have been done that are not really well documented and I can't work with that because all of this is going to continue well past our

time and I need to picture it's well documented. I mean tomorrow I may not be here or any of us but it has to still move on.

Chairman David Matanane – Good thing we've been recording it.

Commissioner Joseph Cruz – Maybe in line with the amount due and he's satisfied with the arrangement let's start all over and say hey from now on this is the new assessment this is the new deal forget what was said back then because it was maybe four administrations ago.

Director Michael Borja – They seem to be very happy to be able to get something done because they want something that's a little bit longer term than this three years. They cannot do really good planning in that short period of time because you know it just doesn't work for anybody that does business.

Commissioner Joseph Cruz – But in line of that maybe we should address EPA how long can that activity (interrupted).

Director Michael Borja – They have the full realm of all these EPA permits and that would be a stipulation as well due to the fact that the nature of the business that they have to be very, very strict. Now there was an issue that was brought up in the media that the solid waste management receiver had mentioned that there was some chemicals there and EPA did check them. The source didn't come from these guys, the source came from whoever previously used the properties and most of that stuff that they were looking for were things that came from transmission equipment and those kinds of things were probably GPA. So they're extremely careful as well on the kinds of things that are coming in like batteries and stuff like that. In fact when we drove by there it's well sorted. I saw the stacks and pallets of batteries kept separate too so they're very cognizant of what they have to do because you know their business can be shut down in a heartbeat by EPA. If they have violations and end of having repeat violations they're going to be out of business and they know that very well okay so they're pretty good about it.

Chairman David Matanane – Mr. Borja we're looking forward for maybe something by the next meeting.

Director Michael Borja – Yes.

Commissioner Pascual Sablan – On the same subject Mr. Borja can you invite us to come along with you?

Director Michael Borja – Oh yeah if you guys want to go out there to take a look give me a call and we'll go.

Commissioner Pascual Sablan – No you can give us a call.

Director Michael Borja – Well no, you tell me when you want to go. I didn't take a walking tour or anything I just drove in there and from what I can see you can see everything from the inside very, very clearly of what they're doing. But yeah I'm sure they'll be happy but if you want to I'll make an arrangement if you guys want we'll set up a time and we'll go on out there. Meet over here and we can go out in one vehicle so you're not trudging through there and then maybe perhaps I can drive you through some of the places I think I have some concerns about. You know just what's going on out there in some of the back roads that we do have problems and some of the places where we're trying to resolve some of these problems. I try to go out every other week on a field trip and I pick a few sites I want to see and take a look I mean there are some places down in Inarajan that are gorgeous that you don't even think you're on Guam.

Commissioner Pascual Sablan – Sometimes I wonder how do you find time with all these things.

Director Michael Borja – Oh no I have to make like this morning I was up in Nimitz Hill because as you saw in the news that landslide and there was a whole group of us up there to take a look to see what it's all about and what we could do. Land Management's part of that is to determine just truly where is the easement and it's kind of tough when you got a 30 foot drop over here and 12 feet over here you have a cliff going up you know where's the easement. It's supposed to be 40 feet but it's actually only 20 feet wide so we were taking a look at that. But I enjoyed getting the opportunity to look out there but when people bring issues up then we go out and take a look real quick and I'll talk about one of those fieldtrips I had later on in my Director's Report because we have an issue that did come up just recently.

VI. NEW BUSINESS

1. Camelot Corporation – Request for property to install solar panels for GPA

Director Michael Borja – Camelot Corporation is a company that is looking to install solar panels for GPA. GPA had put out a request for proposal that is asking for people to install solar farms around the island for one of their projects. Camelot Corporation is one of three different companies that have approached us asking for use of whatever properties that are under the control of the Chamorro Land Trust and Ancestral Lands.

Michael Lee – My name is Michael Lee of Camelot Corporation. We are participating for (inaudible) and energy for solar panel for GPA. We need at least 120 to 150 acres.

Director Michael Borja – 120 to 150 acres?

Michael Lee – Yes. We need in a time period at least in a 20 to 30 years at least.

Director Michael Borja – Now you have already come before us and had some piece of properties that you are interested in right?

Michael Lee – Yes.

Chamo[illegible]o Land Trust Co[illegible]mission

(Kumision Inangokkon Tano' Chamoru)

P.O. Box 2950 Hagåtña, Guåhan 96932 *Phone: 649-5263 ext. 651 Fax: 649-5383*

Eddie Baza Calvo
Governor of Guåhan

Ray Tenorio
Lieutenant Governor of Guåhan

Commission Members

David J. Matanane
Chairman

Joseph I. Cruz
Vice-Chairman

Amanda L.G. Santos
Commissioner

Pascual V.A. Sablan
Commissioner

(Vacant)
Commissioner

Michael J.B. Borja
Administrative Director

January 6, 2015

Mr. Daniel Chu, General Manager
Global Recycling Center, Inc.
PO Box 11792
Tamuning, GU 96931

Subject: Authorization to Occupy

Dear Mr. Chu,

Buenas yan Hafa Adai! This is to authorize the continued use to occupy and proceed with the operation and maintenance of the recycling facility located on Lot No. 10122-15, Municipality of Dededo.

Please be advised that your company is hereby responsible for all costs associated with the utilization of this property and shall indemnify and hold harmless the Chamorro Land Trust Commission of all potential liabilities during your daily operation and maintenance of all related activities on the property as of the date of this authorization.

This authorization shall be deemed temporary and will be superseded by a commercial lease agreement upon completion of the Commercial Lease/License Rules and Regulations.

The Commission issues this authorization with the acknowledgement that all activities upon the above subject real property shall be conducted in a manner fully in compliance with any and all applicable laws, rules and regulations.

If you have any questions, please contact me at 649-5263 Ext 650.

Senseramente,

MICHAEL J.B. BORJA

Francine Fegurgur
1/8/15

Rev. 10/16/2014

GLOBAL RECYCLING CENTER

169 BATTULO ST. DEDEDO, GUAM
MAILING: P.O. BOX 11792
TAMUNING, GUAM 96931
Phone (671) 632-0789
Fax (671) 632-0788
grcguam@gmail.com

June 26, 2017

RE: Incident Report for Caterpillar D4

To Whomever It May Concern:

The Caterpillar D4 which was the property of the CLTC that was stored on the Global Recycling Center premises was damaged during a fire that occurred on September 17, 2012. It was determined by our staff that the equipment was damaged beyond repair. Due to its state, the decision was made to sell the material as scrap metal at $50 per ton. The D4 is estimated to be roughly five to six tons.

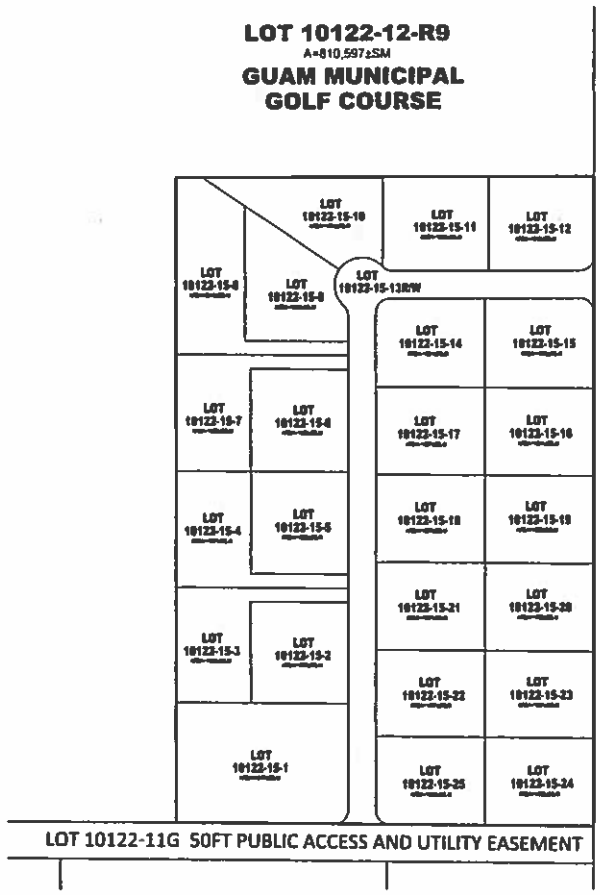
If you have any additional questions or concerns, please feel free to contact our office via phone or email.

Best Regards,

Daniel Chu
GM

SPECIAL NOTES:

1. THESE LOT NUMBERS ARE FOR INFORMATIONAL PURPOSES ONLY. UPON SURVEY AND MAPPING OF THESE LOTS NEW LOT NUMBERS WILL BE ASSIGNED AS THE MAP PROCEEDS THROUGH THE APPROVAL AND RECORDING PROCESS IN D.L.M.
2. THE LOT LAY-OUTS AND LOT NUMBERS SHOWN HERE-IN ARE BASED ON THE AGRICULTURAL SUBDIVISION MASTERPLANS PREPARED BY THE DEPARTMENT OF LAND MANAGEMENT.



LOT 10122-30
AREA = 2,023± S.M.
JOAQUIN MUNOZ BORJA

LOT 10122-31
AREA = 2,023± S.M.
FRANCISCO SANTOS PALACIOS

LOT 10122-32
AREA = 2,023± S.M.
AGNES I.M. CHARFAUROS

LOT 10122-33
AREA = 1,808± S.M.
JOSEPHINE S.N. KITCHEN

LOT 10122-45
AREA = 1,808± S.M.
DERRICK ANTHONY REYES SANTOS

LOT 10122-44
AREA = 1,808± S.M.
ANTONIO S. CARBULLIDO

LOT 10122-21
AREA = 2,023± S.M.
ANNIE M. I. MESA

LOT 10122-20
AREA = 2,023± S.M.
ELIZABEL BAZA MESA

SATISFACTORY TO AND APPROVED BY:

JACK E HATTIG III — DATE
ADMINISTRATIVE DIRECTOR
CHAMORU LAND TRUST COMMISSION

MARGARITA V. BORJA — DATE
LAND MANAGEMENT ADMINISTRATOR

PAUL L. SANTOS P.L.S. NO. 08 — DATE
GUAM CHIEF SURVEYOR / CHIEF OF CADASTRE, DLM.

PREPARED BY: MELVIN O. JAVIER, SURVEY DIVISION, DLM.

I CERTIFY THAT THE LOTS SHOWN ON THIS PLAT HAVE BEEN REVIEWED AND ARE AVAILABLE FOR LEASE.

LAND AGENT, CLTC — DATE

SCHEME NO: M05-S063

PROPOSED LOT SCHEME
OF
LOT 10122-15
MUNICIPALITY OF DEDEDO
LAND SQUARE NO. 10 & 15 — SECTION NO. 3 & 2

GOVERNMENT OF GUAM
GUBETNAMENTON GUAHÅN
DEPARTMENT OF LAND MANAGEMENT
DIPÅTTAMENTON MINANEHAN TÅNO'
LAND SURVEY DIVISION
DIBISION AGRAMENSURAN TÅNO'

CHamoru Land Trust Commission
(Kumision Inangokkon Tano' CHamoru)

P.O. Box 2950 Hagåtña, Guåhan 96932 *Phone: 649-5263 Ext. 400 Fax: 649-5383*

Lourdes A. Leon Guerrero
Governor

Joshua F. Tenorio
Lieutenant Governor

Commission Members

G. Pika Fejeran
Chairwoman

Amanda L.G. Santos
Commissioner

Austin J. Duenas
Commissioner

Arlene P. Bordallo
Commissioner

Joseph I. Cruz
Commissioner

Jack E. Hattig III
Administrative Director

COMMISSION MEETING MINUTES
Department of Land Management Conference Room
3rd. Floor, ITC Building, Tamuning
Thursday, September 19, 2019,
1:0PM – 5:27PM

Public Notice: The Guam Daily Post on September 12, 2019 and September 17, 2019

I. CALL TO ORDER

Chairwoman Pike Fejeran: Okay, I would like to call this CHamoru Land Trust Commission meeting to order. The date is September 19. It is 1:04 p.m. Public notice for this meeting was provided in the Guam Daily Post on September 12, and September 17.

II. ROLL CALL

Chairwoman Pika Fejeran: I would like to call role. Amanda Santos?

Commissioner Amanda Santos: Here.

Chairwoman Pika Fejeran: Austin Duenas?

Commissioner Austin Duenas: Here.

Chairwoman Pika Fejeran: Commission. Legal Counsel, Nicolas Toft?

Legal Counsel Nicolas Toft: Here.

Chairwoman Pika Fejeran: Administrative Director, Jack Hattig the third?

Administrative Director Jack Hattig: Here

Chairwoman Pika Fejeran: Okay I'm also here Chairperson, Pika Fejeran. If I could ask us all to rise and incite the Inifresi.

All: Inifresi. Ginen I mas takhelo' gi HInasso-ku, i mas takhalom gi Kurason-hu, yan i mas figo' na. Nina'sina-hu, Hu ufresen maisa yu'para bai hu Prutehi yan hu Difende, I Hinengge, i Kottura, i Lengguahi, i Aire, i Hanon yan I tano' CHamoru, ni'Irensia-ku Direchu ginen as Yu'as Tata, Este hu Afftma gi hilo' I bipblia yan I bandera-hu, i banderan Guahan! Biba!

Translation to English [Guam Pledge] From the highest of my thoughts, from the deepest of my heart, and with the utmost of my strength, I offer myself to protect and to defend the beliefs, the culture, the language, the air, the water and the land of the Chamorro, which are our inherent God-

Legal Counsel Nick Toft: Just take a vote on it.

Chairwoman Pika Fejeran: So it would be a property [Inaudible].

Legal Counsel Nick Toft: I would say a vote on whether to pursue the commercial license pursuant to Chapter 75 Title 21VCA Section 75107C.

Chairwoman Pika Fejeran: Okay. So so. Do you see one other improvements for public purposes. Right?

Legal Counsel Nick Toft: Right.

Chairwoman Pika Fejeran: Would it be? Would it be considered a commercial license? It doesn't really state. It says the commission is authorize to grant licenses.

Legal Counsel Nick Toft: Right. This is the. So it's the the most recent commercial statues that were passed are a little more further down in the section 75122 that refers back to 75107. So that exact citation is 75122 Subsection A2B1.

Chairwoman Pika Fejeran: I see. I see.

Legal Counsel Nick Toft: So. It it discusses.

Chairwoman Pika Fejeran: Other public purposes.

Legal Counsel Nick Toft: Right. It kind of carves out the exception as far as not subjected to the making it a commercial a an official commercial property of the CLTC. And requiring a hearing.

Chairwoman Pika Fejeran: Okay. Thank you. Okay. So we we. A motion. We would need a motion just to document that we would like to move forward in this.

Legal Counsel Nick Toft: Direction.

Chairwoman Pika Fejeran: Direction.

Commissioner Austin Duenas: Motion to provide a commercial sorry to follow the commercial licensing process as described in Title 21, Chapter 75, Section 75105C.

Legal Counsel Nick Toft: 107.

Commissioner Austin Duenas: Sorry 107C for Global Recycling.

Commissioner Amanda Santos: I seconded it.

Chairwoman Pika Fejeran: A motion made and seconded and just for clarification this is. This would be considered under 75107C1. Other other improvements for public purposes. Right. Further discussions? Then all those in favor.

Commissioner Austin Duenas: Aye.

Commissioner Amanda Santos: Aye.

Chairwoman Pika Fejeran: The ayes have it. The motion passes. So thank you for coming in and I know it's been a long journey. I I hoped that we can work together quickly to get thru this appraisal process. And then also you would be collecting. Collecting.

[Inaudible]

Global Recycling Daniel Chu: [Inaudible]

Chairwoman Pika Fejeran: Collecting letters of support and also providing us documentation.

Global Recycling Alan Chu: Regarding our receivables and whatnot.

Chairwoman Pika Fejeran: Yeah. Also if you could provide us with a site plan. So we know the property. Have you. Has the property been surveyed?

Global Recycling Alan Chu: Yes it has. Part of the EPA the licensing or permitting process is providing the site plan.

Chairwoman Pika Fejeran: Okay. Thank you. Perfect.

Global Recycling Alan Chu: So we take it from the EPA.

Chairwoman Pika Fejeran: Yeah. Okay great. Well thank you very much.

[Inaudible]

Global Recycling Daniel Chu: Thank you for having us. Thank you.

[Inaudible]

b. UOG Hatchery

Chairwoman Pika Fejeran: Thank you. Next item on the agenda is the UOG Hatchery. If we could all turn that to there. So. This has been on our agenda so many times. I believe we first looked at the UOG Hatchery. But just to kind of back up a little bit.

Kumision Inangokkon Tano' Chamoru

(CHamoru Land Trust Commission)

P.O. Box 2950 Hagåtña, Guåhan 96932 Phone: 649-5263 Ext. 815

Lourdes A. Leon Guerrero
Governor

Joshua F. Tenorio
Lieutenant Governor

Commission Members

John F. Reyes, Jr.
Chairman

Austin J. Duenas
Commissioner

Arlene P. Bordallo
Commissioner

Angela T. Santos
Commissioner

Vacant
Commissioner

Jack E. Hattig, III
Administrative Director

February 1, 2021

Daniel Chu
President
Global Recycling Center, Inc.
P.O. Box 11792
Tamuning, GU 96931

RE: Commercial License Agreement

Dear Mr. Chu:

Buenas yan Håfa Adai! On January 21, 2021 a status report was provided to the CHamoru Land Trust Commission (CLTC) board regarding the status of the proposed Commercial License Agreement between CLTC and Global Recycling Center, Inc. (GRC). Unfortunately, because of the lack of progress I regrettably have to inform you that GRC has until February 15, 2021 to respond as to accepting or denying CLTC's proposed Commercial License Agreement with GRC.

Should you have any questions or require additional information, please contact Mr. Joey Cruz, PCIII at 649-5263 ext. 430.

Senseramente,

Jack E. Hattig III
Administrative Director, CLTC

Rev. 1/04/2021

GOVERNMENT OF GUAM – Department of Land Management
Office of the Recorder

File for Record is Instrument Number _____

On the Year 20_____ Month _____ Day _____ Time _____

Recording Fee _____ Receipt No. _____

Deputy Recorder _____

(Space above for Recorder use only)

LICENSE AGREEMENT

THIS AGREEMENT, made by and between the **CHAMORRO LAND TRUST COMMISSION,** the "LICENSOR" and **GLOBAL RECYCLING CENTER, INC.,** the "LICENSEE", A corporation in Guam, whose address is: P.O. Box 11792, Tamuning, Guam 96931.

WITNESSETH:

WHEREAS, the LICENSOR, in accordance with the provisions of Title 21, Guam Code Annotated, section 75107(c)(1), is authorized to license Lot No. 10122-15, Municipality of Dededo, containing an area of 52,925± square meters to the LICENSEE as an improvement for a public purpose.

WHEREAS, the LICENSEE, in consideration of _____ ($) United States currency per month payable to the LICENSOR for a total of five (5) years with an option to renew for another five (5) years for the real property described as follows:

PARCEL DESCRIPTION

Lot No. 10122-15, Municipality of Dededo, containing an area of 52,925± square meters, as shown on Map Dwg. No. _____, L.M. Check No. ___FY__, prepared by _____, RLS No. __, dated _____, ____, Certificate of Title No. _____. "Water and power (electricity) are immediately available on the property or within 100 feet of the property."

NOW THERFORE, in consideration of the terms, covenants and conditions set forth in this License, the parties agree as follows:

1. The license shall be for a term of Five (5) years beginning upon the date of the Governor's approval and ending Five (5) years thereafter. At the beginning of the last year of the License, LICENSOR and LICENSEE may negotiate a renewal of this license for another Five (5) years: provided that LICENSEE gives notice by registered mail to LICENSOR of LICENSEE'S desire to enter into a new license.

2. LICENSEE shall pay without abatement, deduction or offset the following: On or before the 1st of each month all monthly rental payments of $_____ payable to Treasurer of Guam. LICENSEE shall make all such payments directly to the charging authority at least five (5) days before delinquency and before any fine, interest or penalty shall become due or be imposed by operation of law for their nonpayment. Rate shall be 10% annually of the Fair Market Value determined by the average of two appraisals paid for by the LICENSEE. Rent escalation shall occur after the first five (5) year period and every five (5) years thereafter at a rate of five (5) percent.

3. LICENSEE shall assist with the cleanup of CLTC properties identified by the commission. All expenditures that should arise from the cleanup shall be borne by the LICENSEE, except for expenditures that are related to work and tasks outside of their current business activity.

4. LICENSEE shall assist will community cleanup by accepting _____ tons of metallic waste and other acceptable waste quarterly from village mayors at no cost to mayors or Chamorro Land Trust Commisison.

5. LICENSEE shall have the sole responsibility of paying all real and personal property taxes, general and special assessment, and other charges of every description levied on or assessed against the premises, improvements, the licensehold estate, or any sublicense hold estate, to the full extent of any installments falling due during the term of the license.
   If, however the expressly permits the payment of any or all the above items in installments (whether or not interest accrues on the unpaid balance), LICENSEE may, at LICENSEE'S election, utilize the permitted installment method, but shall pay each installment with any interest before delinquency. If LICENSEE fails to

pay any tax assessment, or other charge as set out in this paragraph, then LICENSOR may, at LICENSOR'S option, pay such LICENSEE'S obligation and a lien shall remain on all of LICENSEE's buildings and improvements placed on the premises by LICENSEE, and such lien shall continue until the amounts due are repaid the LICENSOR, in accordance with Paragraph 12 of this License. Should LICENSOR, choose not to repay LICENSEE'S obligation hereunder, then LICENSEE shall be considered to be in default of this License I accordance with Paragraph 17 of this License.

6. LICENSEE, at Licensee's own cost and expense at all times during the term of this License, agrees to keep and maintain, or cause to be kept and maintained, all buildings and improvements which may be erected upon the Licensed Land in a good state of appearance and repair, reasonable wear and tear excepted.

7. All improvements constructed on the premises by LICENSEE as permitted by this license shall be owned by LICENSEE until expiration of the term or sooner termination of License. LICENSEE shall not, remove improvements from the premises or waste, destroy, or modify any improvements on the premises or waste, destroy, or modify any improvements on the premises, except as permitted by this license. The parties covenant for themselves and all persons claiming under them that the improvements are real property. LICENSEE shall not use the premises in any unlawful, improper, or offensive manner and shall comply and observe all existing laws enforced or to enforced.

8. At the normal expiration of term, provided LICENSEE is not then in default, LICENSEE shall have the right to remove any or all fixtures or improvements, or both, provided all resultant injuries to the premises and remaining improvements are completely remedied and LICENSEE complies with the LICENSOR'S reasonable requirements respecting the resultant appearance. All fixtures or improvements remaining on the premises at the end of the license which have not been removed by LICENSEE shall become the property of the LICENSOR. However, any lien, claim, or security interest in such property shall remain the sole obligation of the LICENSEE. LICENSEE agrees to indemnify and hold LICENSOR harmless against such property remaining on the premises.

9. LICENSEE shall hold LICENSOR harmless from and against all attachments, lien charges, and all expense resulting from this License.

10. LICENSEE shall not sublicense, sell, assign, or transfer in anyway this License or any rights or interest therein or create a security in the public land licensed, without approval of the Guam Legislature.

11. LICENSEE will procure, at its own cost and expense and keep in force during the term of this License for the mutal benefit of Chamorro Land Trust Commission and Lessee, a policy of comprehensive liability insurance in such form and with such insurance company as Chamorro Land Trust Commission shall approve, with minimum limits of not less than One Hundred Thousand Dollar ($100,000.00) for each injury or death to one person and not less than Three Hundred Thousand Dollars ($300,000.00) for any one occurrence, and a General Liability policy in the sum of Five Hundred Thousand Dollars ($500,000.00) insuring against claims of third persons for PROPERTY damage. Said policy or policies or copies thereof must be deposited with the Chamorro Land Trust commission and must cover the PROPERTY, Chamorro Land Trust Commission may review the foregoing limits of coverage and require increases therein but shall not require increases more frequently than annually. Said policy or policies shall also contain a clause stating that the insurer will not cancel or change insurance coverage without first giving the Chamorro Land Trust Commission and Lessee thirty (30) days prior written notice of such change or cancellation.

12. LICENSEE shall indemnify, defend and hold the LICENSOR harmless against any claim or demand by third person for loss, liability or damage, including claims for property damage, personal injury or wrongful death arising out of any accident on the Licensed Premises.

13. If Licensee's methods of operation, handling of fuel, or other activities cause imminent and grave danger to persons or property, or endangers the public health, safety welfare or environment, LICENSOR shall serve upon LICENSEE a Notice to cease and desist or correct said harmful activity or practice. LICENSEE shall have ten (10) days from receipt of said Notice, to correct the activity or practice. If LICENSEE fails to cease and desist or to correct as provided in the notice, then LICENSOR may terminate this license upon twenty (20) days written notice.

14. LICENSEE shall obtain and maintain all required permits, clearances, and a conditional use related to zoning to operate on Lot No. 10122-15, Municipality of Dededo. If LICENSEE fails to obtain or maintain proper permitting, then LICENSOR may terminate this license upon twenty (20) days written notice.

LICENSEE shall notify LICENSOR of any correspondence from any governmental entity regarding the application of environmental laws to the premises, including, without limitation, notices of violation, notices to comply, and citations.

15. The LICENSOR shall have a lien on all the buildings and improvements place on the said premises, whether the same is exempt from execution or not and on the rents of all improvements and buildings situated on said premises for all such cost, attorney's fees rents reserved, for all taxes and assessments paid by the LICENSOR on behalf of LICENSEE and for the payment of all money as provided in this license to be paid by LICENSEE, and such lien shall continue until the amounts due are paid.

16. If the LICENSEE shall fail to yield or pay such rent at the time and in the manner described in Paragraph 2 or shall fail to pay such obligation at the time and in the manner described in Paragraph 3 or shall become bankrupt, or shall abandon the said premises, or if this license and the premises shall be attached or otherwise be taken by operation of law, or if any assignment be make of the LICENSEE's property for the benefit of creditors, or shall fail to observe or perform any of the covenants, terms and conditions herein contained and on its part to be observed and performed, LICENSOR shall so notify by personal service, registered mail or certified mail to the LICENSEE at its last known address. If such breach or default shall continue for a period of ninety (90) days upon notification, LICENSOR may at once reenter such premises or any part thereof and upon or without such entry, at its option, terminate this license without prejudice to any other remedy or right of action for arrears or rent or for any proceeding or other breach of contract. In the event of such termination, all buildings and improvements thereon shall remain and become the property of the LICENSOR.

17. The LICENSOR shall have the right to itself and to the agents and representatives or the Government of Guam, in which said licensed premises are situated, to enter and cross any portion of said licensed land for the purpose of performing any public or official duties; however, in the exercise of such rights, the LICENSOR shall not unreasonably interfere with the LICENSEE's use and enjoyment of the premises.

18. LICENSOR reserves the right to enter the LICENSEE'S licensed property for the purpose of maintaining or adding public utilities.

19. Acceptance of rent by the LICENSOR shall not be deemed a waiver of any breach by the LICENSEE of any term, covenant or condition of this license, nor of the LICENSOR'S rights to declare and enforce forfeiture for any such breach by the LICENSEE of any term, covenant, condition or option.

20. Notwithstanding any provision contained in this license to the contrary, wherever applicable, the LICENSOR may for good cause shown in writing, allow additional time beyond the time or time specified herein to the LICENSEE in which to comply, observe and perform any of the terms, conditions and covenants contained herein.

21. LICENSEE shall annually submit to the Chamorro Land Trust Commission on or before January 31st of each year a financial statement with proof of insurance, as part of the Annual Report LICENSEE shall include the progress report on the development of the licensed property.

22. All of the above terms, conditions and covenants shall be enforced by the Chamorro Land Trust Commission or its authorized representatives. Notices to LICENSEE shall be deemed given if mailed to the address first stated.

23. LICENSEE, upon surrender of the premises and license to LICENSOR, shall remove all scrap metal and other debris from the premises at LICENSEE's expense so that the premises are returned in as good a condition and repair as reasonable use and wear and tear thereof will permit.

24. Either party may terminate this agreement, with or without cause, upon 180 days written notice to the other party.

IN WITNESS WHEREOF, the **CHAMORRO LAND TRUST COMMISSION and GLOBAL RECYCLING CENTER, INC.** executed this License in the Municipality of Tamuning, Island of Guam, this _____day of _____2019.

LICENSEE: GLOBAL RECYCLING CENTER, INC.

_____
DANIEL CHU
Its duly authorized President
Date:_____

LICENSOR: CHAMORRO LAND TRUST COMMISSION

_____
JACK E. HATTIG III
Administrative Director, Chamorro Land Trust Commission

Date:_____

APPROVED AS TO FORM
OFFICE OF THE ATTORNEY GENERAL

_____
LEEVIN T. CAMACHO
Attorney General of Guam

Date:_____

APPROVED BY THE GOVERNOR OF GUAM
OFFICE OF THE GOVERNOR OF GUAM

_____
LOURDES A. LEON GUERRERO
Governor of Guam
Maga' Haga Guhan

Date:_____

Gmail

Dexter Tan <dexter.tan@cltc.guam.gov>

Proposal for Lease of Lot 10122-15-R1 and Lot 10122-15-1

2 messages

grcguam <grcguam@gmail.com> Thu, Aug 28, 2025 at 12:14 PM
Reply-To: cltc.admin@cltc.guam.gov
To: cltc.admin@cltc.guam.gov

Hi Land Trust Committee,

Attached is a proposal GRC made for the land usage of Lot 10122-15-R1 and Lot 10122-15-1.

Danny Wu
Admin Assistant
Global Recycling Center

Land Usage Proposal CLTC.pdf
337K

CLTC Admin <cltc.admin@cltc.guam.gov> Fri, Aug 29, 2025 at 8:29 AM
Reply-To: cltc.admin@cltc.guam.gov
To: CLTC Admin <cltc.admin@cltc.guam.gov>
Cc: grcguam <grcguam@gmail.com>

Hafa Adai and Good morning.

Our office is in receipt of your email.
A copy of this correspondence will be provided to the Acting Chairperson for his review and perusal.
Thank you.

[Quoted text hidden]

Proposal for Lease of Lot 10122-15-R1 and Lot 10122-15-1

Global Recycling Center respectfully proposes a lease rate of **$2,500 per month ($30,000 annually)** for the above-mentioned properties. After careful review, we must decline the proposed rate of **$15,000 per month ($180,000 annually)**, as it would render our operations financially unsustainable.

For context, the Chamorro Land Trust Commission (CLTC) currently leases land to GICC at approximately **$20,000 per month for a property over ten times the size** of the parcels under consideration for GRC. Proportionally, this would suggest a lease rate for GRC of less than $2,000 per month. Our offer of $2,500 already exceeds this benchmark and reflects our good-faith effort to meet the Commission partway.

We have also evaluated the possibility of offsetting lease costs by offering "free disposal" of items for which we currently charge. Unfortunately, this is not feasible. At present, the only item for which residents are charged is **abandoned vehicles**, with fees recently increasing from **$400 to $600 per unit** due to declining scrap metal prices. Even at current rates, this service is labor-intensive, space-consuming, and operates at minimal margins. Providing it free of charge would lead to operational losses.

Importantly, **GRC does not charge residents for most recyclable items**. On the contrary, we pay out of pocket to **purchase materials** such as scrap metal, car batteries, and air conditioning units. Imposing lease costs that exceed sustainable levels would force us to reverse this model—charging the public for materials we currently buy—placing new financial burdens on the community and limiting access to responsible recycling.

Additionally, according to Matson Navigation Company, **GRC is Guam's largest exporter**. This not only reflects the scale of our operations, but underscores our critical role in supporting the island's economy and trade relationships. Burdening GRC with disproportionate lease rates risks destabilizing one of Guam's most important recycling and export industries.

For all these reasons, we respectfully reaffirm our proposal of **$2,500 per month** as a fair, proportional, and sustainable lease rate. We remain committed to working collaboratively with CLTC to ensure responsible stewardship of public lands, continued service to the people of Guam, and a strong, sustainable recycling industry.

We welcome the opportunity to further discuss options, including performance-based provisions or community service offsets, that align with our mission and the Commission's goals.

Yuan Chen Wu

Global Recycling Center

Kumision Inangokkon Tano' CHamoru

(CHamoru Land Trust Commission)

P.O. Box 2950 Hagatña, Guahan 96932 • Phone: (671)300-3296 • Fax: (671)300-3319 • Email: cltc.admin@cltc.guam.gov

Lourdes A. Leon Guerrero
Governor of Guam
I Maga'Hagá Guåhan

Joshua F. Tenorio
Lt. Governor of Guam
I Segunde Na Maga'Lahen Guåhan

Commission Members

Earl J. Garrido
Acting Chairperson

Joseph F. Artero-Cameron
Commissioner

Fabrienne Cruz Respicio
Commissioner

Jeremy J. Rojas
Commissioner

(Vacant)
Commissioner

(Vacant)
Administrative Director

Rev. 08/25/2025

September 16, 2025

COPY

Daniel Chu
President
Global Recycling Center, Inc.
P.O. Box 11792
Tamuning, GU 96931

SUBJECT: **PHASE 1 ENVIRONMENTAL STUDY**

Buenas yan Håfa Adai Mr. Chu!

Global Recycling has been operating a recycling facility located on Lot No. 10122-15 in the Municipality of Dededo for many years, under an Authorization to Occupy issued by the previous Director, Mr. Michael J.B. Borja, on January 6, 2015. The Authorization to Occupy states that "your company is hereby responsible for all costs associated with the utilization of this property and shall indemnify and hold harmless the Chamorro Land Trust Commission from all potential liabilities during your daily operations and maintenance of all related activities on the property as of the date of this authorization."

I am aware that on August 10, 2025, a tire fire occurred on the premises occupied by Global Recycling. As a result of the fire, I am requesting that Global Recycling conduct a Phase 1 Environmental Study. The study should be performed by an environmental engineering firm authorized to practice on Guam. The engagement letter should explicitly indicate that the report is prepared for the benefit and use of the CLTC. This study will help determine if the tire fire has caused any environmental issues and will also ensure that the operations of Global Recycling over the years have not led to any environmental concerns that need remediation.

It is crucial that you prioritize this matter without delay. Your prompt attention is greatly appreciated. Please provide our office with a written confirmation that you have retained an appropriate engineering firm to undertake this study not later than October 15, 2025.

Senseramente,

Earl J. Garrido
Acting Chairman

Attachment(s):

Authorization to Occupy dated January 6, 2015

ALAN CHU 9/16/25

Gmail Dexter Tan <dexter.tan@cltc.guam.gov>

Phase 1 environmental Study

2 messages

Dexter Tan <dexter.tan@cltc.guam.gov> Mon, Oct 6, 2025 at 11:07 AM
To: grcguam@gmail.com
Cc: Joey Cruz <joey.cruz@cltc.guam.gov>

Good afternoon Mr. Chu,

This is a reminder regarding the letter (see attached) that was delivered to your office on September 16, 2025. If you have any questions or concerns, please feel free to contact me at (671)300-3317.
Thank you, and I hope you have a great week.

--
Respectfully,
Dexter L.H. Tan
Program Coordinator
CHamoru Land Trust Commission

Global Recycling Phase 1 Environmental Study 09.16.2025.pdf
102K

grcguam <grcguam@gmail.com> Mon, Oct 6, 2025 at 12:52 PM
To: Dexter Tan <dexter.tan@cltc.guam.gov>
Cc: Joey Cruz <joey.cruz@cltc.guam.gov>

Hi Dexter,

As per our conversation, We are facing some issues in regards to finding an engineering company that can help us conduct phase 1 environmental study. We are requesting CLTC's assistance to help us find qualified vendors and an extension to get the work done.

Danny Wu
Admin Assistant
Global Recycling Center
[Quoted text hidden]



Tract 10123 Yigo

Department of Hawaiian Home Lands

RELEASE DATE: OCTOBER 6, 2023

REQUEST FOR QUALIFICATIONS
No. RFQ-24-HHL-002

SEALED QUALIFICATIONS
FOR
HANAPEPE RESIDENTIAL LOTS, PHASE 2, HANAPEPE, WAIMEA, ISLAND OF KAUAI
TMK: (4) 1-8-007: Portions of 003, 018 and 021

WILL BE RECEIVED UP TO 2:00 P.M. (HST) ON NOVEMBER 3, 2023

AT HALE KALANIANAOLE, 91-5420 KAPOLEI PARKWAY, KAPOLEI, HAWAII 96707. DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO ROBERT ING, LAND AGENT, TELEPHONE (808) 620-9277, FACSIMILE (808) 620-9299; E-MAIL: ROBERT.M.ING@HAWAII.GOV

KALI WATSON
CHAIRMAN, HAWAIIAN HOMES COMMISSION
PROCUREMENT OFFICER

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SECTION ONE

INTRODUCTION, TERMS AND ACRONYMS, KEY DATES

1.1 INTRODUCTION

The State Department of Hawaiian Home Lands (DHHL) is issuing this Request for Qualifications (RFQ) for the Hanapepe Residential Lots, Phase 2, Hanapepe, Waimea, Island of Kauai, Hawaii. The selected developer's responsibilities shall include design, construction, financing, and marketing of single-family homes on eighty-two (82) residential lots, each approximately 7,500 square feet. DHHL is specifically interested in design/build concepts with "green build" features and affordable to buyers in a wide range of AMI categories, that may also include rent with option to purchase occupants in the 50-60% HUD AMI category. Proposals that bring these often-conflicting concepts together will be viewed favorably.

1.2 CANCELLATION OF RFQ

This RFQ may be cancelled and any or all submittals rejected in whole or in part, without liability to the State, when it is determined to be in the best interest of the State.

1.3 TERMS AND ACRONYMS USED THROUGHOUT THE SOLICITATION

ADA	=	Americans with Disabilities Act
AMI	=	Area Median Income
CPO	=	Chief Procurement Officer
DA	=	Development Agreement
DAGS	=	Department of Accounting and General Services
DCAB	=	Disability and Communication Access Board
DHHL	=	Department of Hawaiian Home Lands
FHA	=	Federal Housing Administration
GC	=	103D General Conditions, issued by the Department of the Attorney General
GET	=	General Excise Tax
HAR	=	Hawaii Administrative Rules
HCE	=	Hawaii Compliance Express
HHC	=	Hawaiian Homes Commission
HRS	=	Hawaii Revised Statutes
HUD	=	Department of Housing and Urban Development.
NAHASDA	=	Native American Housing Assistance and Self Determination Act of 1996
RFQ	=	Request for Qualifications
UFAS	=	Uniform Federal Accessibility Standards
VA	=	Department of Veteran Affairs

Addendum – A written document which may be issued by the Chairman during the solicitation period establishing changes to the request for qualifications.

Advertisement – A public announcement inviting submittals of qualifications for work to be performed or materials to be furnished.

Applicant – A native Hawaiian who is a member of one of DHHL's island-wide residential waiting lists.

Area Median Income (AMI) – the median income for a County as defined by HUD, and as adjusted for family size.

Beneficiary – A native Hawaiian beneficiary of the Hawaiian Homes Commission Act.

Chairman – Chairman of the Hawaiian Homes Commission. The Chairman also serves as the Director of the Department of Hawaiian Home Lands and is the Procurement Officer for the Department.

Commission – The Hawaiian Homes Commission (HHC).

Contact Person – The person designated by the Department to receive various communications in writing to the Department in conjunction with the Project.

Department of Hawaiian Home Lands (DHHL, or Department) – A public body responsible for administering the day-to-day operations of the Hawaiian Homes Commission Act of 1920, as amended.

Design-Build Contract- A contract in which the Offeror will both design and construct the proposed Project.

Developer – The entity or person retained by the Department to implement the Project.

Development Agreement – The contract through which the Respondent will implement the Project.

Developer-Built Homes – Houses constructed by the Developer (as opposed to self-help, owner-builder, etc.).

Federal Labor Standards – U.S. Department of Housing and Urban Development form HUD-4010, as may be amended from time to time.

Green building – Design and construction practices that minimize environmental impact, maximize the quality of homes and reduce the cost of maintenance and operation.

Hawaiian Home Lands Trust Fund – The trust fund created by Act 14, Special Session Laws of Hawaii, 1995, which established a trust fund within the State Treasury to which all specified appropriations from the State legislature shall be deposited therein.

Hawaiian Homes Commission Act of 1920 (HHCA) – The Act of July 9, 1921, c 42, 42 Stat. 108, which is now part of the Hawaii State Constitution, and is subject to amendment or repeal as prescribed in Article XII of the Hawaii State Constitution.

Housing Contractor ("Contractor") – For the purpose of this RFQ, a company whose primary or a significant portion of business is the construction of residential dwellings.

Inspector – The person assigned to make detailed inspections of contract performance and services supplied.

Laws – All Federal, State, County laws, ordinances, rules, and regulations including any amendments thereto effective as of the date of the solicitation for qualifications.

Native American Housing Assistance and Self Determination Act of 1996 (NAHASDA) – A program of block grant assistance to native Hawaiians administered by HUD.

native Hawaiian – Defined as any descendant of not less than one-half (50%) part of the blood races inhabiting the Hawaiian Islands previous to 1778 (a lower case "n" is commonly used in the phrase "native Hawaiian" when referring to Hawaiian Homes Commission Act beneficiaries. The upper case "N" is used when more generally describing persons with any percentage of Hawaiian ancestry).

Project – Development of the DHHL property at Hanapepe, Waimea, Island of Kauai, Hawaii.

Procurement Officer – The contracting officer for the State of Hawaii, Department of Hawaiian Home Lands.

Qualifications – A document submitted by a Respondent in the prescribed manner in response to this RFQ.

Respondent – Any individual, partnership, firm, corporation, joint venture, or representative or agent, submitting qualifications in response to this solicitation.

Responsible Managerial Employee (RME) – The individual who is designated by the Developer to be responsible for all work of the project and is authorized by the Developer to receive and fulfill instructions and notices from the Department.

Selection Committee – A committee consisting of at least three governmental employees, appointed by the Chairman, which will evaluate qualifications and recommend the Selected Developer for this Project to the Chairman for approval.

Selected Developer – The Respondent selected by the Selection Committee and approved by the Chairman.

State – The State of Hawaii acting through its authorized representative.

Subcontractor – An individual, partnership, firm, corporation, joint venture, or other legal entity, as covered in Chapter 444, HRS, which enters into an agreement with the Contractor to perform a portion of the work for the Contractor.

Surety – The qualified individual, firm or corporation other than the Developer, which executes a bond for the benefit of the Developer and the Department to insure acceptable performance of the Construction Contract.

Term Sheet – The agreement executed by DHHL and the successful Respondent that articulates basic terms and conditions that the parties agree to further negotiate and refine, and ultimately set forth in detail in the Development Agreement.

1.4 RFQ SCHEDULE AND SIGNIFICANT DATES

The schedule set out herein represents the State's best estimate of the schedule that will be followed. All times indicated are Hawaii Standard Time (HST). If a component of this schedule, such as "Qualifications Due" date is delayed, the rest of the schedule will likely be shifted by the same number of days. The approximate schedule is as follows:

Release of Request for Qualifications	10/6/2023
Pre-submittal Conference Location: TEAMS Meeting See Link below ("1.5 Pre-Submittal Conference") Contact: Robert Ing, Land Agent, Land Development Division; (808) 620-9277; Robert.m.ing@hawaii.gov.	9:00 am, 10/13/2023
Site Inspection: None	
Final deadline for written inquiries	10/20/2023
Deadline for DHHL to receive written Notice of Intent to Submit Qualifications (Attachment 2) Location: DHHL, 91-5420 Kapolei Parkway, Kapolei, HI 96707	10/24/2023, NO LATER THAN 4:OO P.M.
DHHL's responses to Respondents' written inquiries distributed	10/25/2023
Qualifications Due **Location: DHHL, 91-5420 Kapolei Parkway, Kapolei, HI, 96707**	2:00pm 11/3/2023
Determination of "Priority List" Respondents	11/14/2023 (TENTATIVE)
Notice of Selection	11/21/2023 (TENTATIVE)

Solicitation documents may be obtained at the Hawaii Awards & Notices Data System (HANDS) Web site:

https://hands.ehawaii.gov/hands/opportunities/

There is no fee assessment to download the RFQ documents from the SPO Web site. It is the responsibility of potential Respondents to check the SPO Web site for any addenda issued by DHHL.

1.5 PRE-SUBMITTAL CONFERENCE

The purpose of the pre-submittal conference is to provide Respondents an opportunity to be briefed on this procurement and to ask any questions about this procurement. While attendance at the pre-submittal conference is not mandatory, Respondents are encouraged to attend to gain a better understanding of the requirements of this RFQ.

Respondents are advised that anything discussed at the pre-submittal conference does not change any part of this RFQ. Any and all changes and/or clarifications to this RFQ shall be done in the form of an addendum.

The pre-submittal conference will be held as follows:

Date:	October 13, 2023
Time:	9:00 am
Location:	TEAMS Link~ https://teams.microsoft.com/l/meetup-join/19%3ameeting_MjdlNWI1MWMtMmY2Zi00Mjg0LWI2NGMtY2VlMTQ3NDc2NzZm%40thread.v2/0?context=%7b%22Tid%22%3a%223847dec6-63b2-43f9-a6d0-58a40aaa1a10%22%2c%22Oid%22%3a%224faa130a-7dff-4523-a1f4-9db7c6f3c064%22%7d

A site visit will not be conducted as part of the pre-submittal conference. However, a Limited Right of Entry may be issued upon request, followed by coordinated efforts with the DHHL Kauai District Office and Site Contractor for access to the Project area.

1.6 QUESTIONS AND ANSWERS PRIOR TO RECEIPT OF QUALIFICATIONS

All questions shall be submitted by the due date specified in Section 1.4, *RFQ Schedule and Significant Dates,* as amended.

The State will respond to questions through Addenda/Amendments by the date specified in Section 1.4, *RFQ Schedule and Significant Dates,* as amended.

1.7 NOTICE OF INTENT TO SUBMIT QUALIFICATIONS

In accordance with Section 103D-310, Hawaii Revised Statutes, and Section 3-122-111, Hawaii Administrative Rules, a written Notice of Intention to Submit Qualifications ("Notice") must be submitted to the Chairman. The Notice may be faxed, hand carried, mailed, or e-mailed to the office indicated in the RFQ.

The written Notice must be received by the office indicated in the RFQ. The written Notice will be time stamped when received. If the written Notice is hand carried, then the bearer is responsible to ensure that the Notice is time stamped. If the notice is faxed, the time of receipt as indicated by the Department fax machine shall be dated. If the Notice is sent by E-mail, the date and time indicated in the "Sent" field of the email shall be the presumptive date and time of receipt.

It is the responsibility of the prospective Respondent to ensure that the written Notice is received by the deadline indicated in the RFQ. The Department assumes no responsibility for Respondent's failure to timely deliver the Notice.

SECTION TWO

BACKGROUND AND SCOPE OF WORK

2.1 PROJECT OVERVIEW AND HISTORY

The Hawaiian Homes Commission Act of 1920, as amended (HHCA), was enacted by the U.S. Congress to rehabilitate native Hawaiians. The Department of Hawaiian Home Lands ("DHHL"), created by the first Hawaii State Legislature, is tasked with administering certain public lands, called Hawaiian home lands, for homesteading by eligible native Hawaiians, defined as individuals having at least 50 percent Hawaiian blood.

Under Act 279, Session Laws of Hawaii 2022, the Hawaii State Legislature appropriated $600,000,000 in funds to address the needs of HHCA beneficiaries still waiting for a Hawaiian Home Lands lease. The Hawaiian Homes Commission ("HHC") has approved the Strategic Approach to Implement Act 279 - August 2022 (the "Act 279 Plan"), which provides:

> For projects in the Engineering Design Phase, DHHL will explore Design-Build contract agreements utilizing Developer Agreements with private developers to expedite development timeframes.

The proposed Project in this RFQ is part of the Act 279 Plan. In the development of the Project, the Developer shall comply with all applicable Federal, State and County laws, regulations, and standards.

The approximately 27.77-acre aggregate project site is located at Hanapepe, Waimea, Island of Kauai, designated with Tax Map Key: (4) 1-8-007:003 (Portion) and (4) 2-8-007:001 -050 (Portion) (EXHIBITS E and F). County of Kauai Zoning is AG, Agricultural District. The Department has declared that the Project will be designed and built in accordance with R-7.5 Residential District standards.

The project consists of housing lots, developer-built homes, and backbone roadway and utilities infrastructure as described in Section 2.2.2 of this RFQ.

The Department has determined the mix of housing types and price ranges for this Project should be based on the financial assessments on DHHL Beneficiaries on the Island of Kauai noted in the 'DHHL Beneficiaries Study Applicant Report, 2020', by SMS (Exhibit "G"). Housing types may include, but are not limited to:

- Turn-key, Pre-Fabricated, Modular and other 'Alternative' housing concepts;
- Houses that are financed, constructed and used by Developer for a low income rent with option to purchase program;
- Habitat for Humanity, Self-help and Owner-Builder constructed homes on finished lots.
- Any combination of the above.

The housing mix is subject to negotiations between the developer and DHHL, and may be modified based on market conditions, availability of financing programs, or other factors.

All residential housing lots shall be leased to eligible native Hawaiians who at closing will be awarded 99-year residential homestead leases from Department for one dollar ($1.00) a year, except for participants in a 'Rent-with-Option-to-Purchase' program.

DHHL reserves the right to modify terms of Homeownership programs subject to financing program(s) used.

2.1.1 Site Conditions

Landowner

State of Hawaii, Department of Hawaiian Home Lands.

Current Use of the Site

Vacant

Surrounding Uses

DHHL and Private residential lots

Infrastructure

Utilities

Water: Connection to the Kauai County water system.

Wastewater: Connection to the Kauai County sewer system.

Electricity: Connection to the Kauai Island Utility Coop (KIUC) system.

Telecommunication: The surrounding community is serviced by major providers.

Access

Roadways: Two (2) Access points off of Moi Road, as extensions of Ahi Road and Ali'I Road.

Environmental Issues

FONSI for Hanapepe Community, October 2020

SHPD No Historic Properties Affected (Hanapepe Phase 2) 12-30-22

Beneficiary Survey

DHHL Beneficiaries Study Applicant Report, 2020 by SMS (EXHIBIT G) indicates:

1) 53.9% of applicants prefer a turn-key lot award;
2) 22.2% of Applicants prefer a vacant lot with utilities (water/electricity/sewer); and
3) 8.8% of Applicants prefer a single-family rental home with option to buy.

2.2 SCOPE OF WORK

2.2.1 DHHL Project Objectives

1) To plan, design, and construct a residential neighborhood that considers the needs of the Department's waiting list and the existing site conditions, shows respect to the area, harmonizes with adjacent land uses, and will foster a sense of community interaction and identity.

2) To provide applicants on the Department's Residential Waitlist an opportunity to:

   A) Purchase a turnkey house within their financial capabilities;

   B) Lease an improved vacant lot for the purpose of constructing a house as owner-builders, or through Habitat for Humanity, or other self-help housing construction program, within their financial capabilities; and,

   C) Participate in a Low-Income Housing Tax Credit (LIHTC) Rent-with-option-to-purchase program, if qualified as a low-income applicant.

3) To incorporate green building practices, including implementation of DHHL'S Ho'omaluō Energy Policy (EXHIBIT H) into the design and construction of the facilities to achieve a lower cost of operation and maintenance by minimizing energy use.

2.2.2 Developer's Responsibilities

The Developer shall have exclusive responsibility for all aspects of house development planning and execution. The Developer's responsibilities shall include, but not be limited to the fine grading, improvement and completion of lots, the planning, design, and construction of single-family houses, and the marketing and sale of the units to qualified native Hawaiians in a lien-free condition.

Specific developer responsibilities:

1) Design, construct, finance and market turn-key houses and appurtenances, including but not limited to driveways, walls and fencing.

2) Clearing, grubbing and additional finished grading inclusive of building pad and utility excavation and installation within each single-family housing lot

3) Obtain permits and approvals for house model and construction plans, and marketing program as needed.

4) Manage 'Rent-with-Option-to-Purchase' Program or any combination that incorporates this program, if applicable.

2.2.3 Department's Responsibilities

DHHL shall be responsible for the following:

1) Execute a Development Agreement with the Developer for the design, financing, construction, and marketing of the Project.

2) Submit to Kauai County a declaration that the Project shall be developed in accordance with R-7.5 Residential zoning standards, and include exemptions to county requirements, as appropriate.

3) Pay the Developer monthly progress payments for any pre-negotiated site-related design and work related to the housing development based on the value of services performed by the Developer, as reviewed and approved by the Developer, Construction Manager, and DHHL.

   Reimburse Developer for utility development fees or facility assessments, less any development credits as may be applicable. Pay for the cost of clearing and grubbing and fine grading of property to building pad sub-grade elevations. All additional finished grading inclusive of building pad and utility excavation and installation within each single-family housing lot or unit will be included as on-site building cost to be borne by the Developer and/or the purchaser of the single-family house.

4) Conduct initial mailout to applicants on the Kauai Island-wide Residential Waiting Lists or any other appropriate and applicable waiting lists.

5) Assist with information/orientation meetings and selection of lots/houses.

6) Certify the native Hawaiian qualification status of prospective buyers.

7) Award homestead leases in accordance with HHCA and DHHL Administrative Rules. Record leases, mortgages and other documents necessary for Developer's conveyance of homes or lots to beneficiaries.

8) May make Affordable Housing Credits available to the Developer, subject to Affordable Housing Credits policy and negotiations with DHHL.

9) Subject to the Development Agreement, the Department may provide zero-interest interim construction loan funds to qualified developers to fund the construction of turn-key housing units. Said loans will require no monthly re-payments; loan will be paid down from proceeds of the sales of turn-key homes, through escrow to the Department. These funds may be made available and utilized in lieu of Developer financing from a commercial lending institution provided that the Developer reduces the sales price by the amount that would have been paid to the commercial lending institution.

10) Pursuant to HRS § 201H-36, request Hawaii Housing Finance and Development Corporation (HHFDC) assistance to certify the persons or entities who are contractually participating in the project and are involved in the design, development/planning, construction, financing, marketing and sale of the

project and whom the Department has approved in writing, as exempt from applicable Hawaii general excise tax on gross income earned from the Project.

11) If a home was financed by a tax credit or bond financing and is rented to a Beneficiary with an option to purchase, the Department will provide a separate homestead ground lease to the Beneficiary.

2.3 TERM OF CONTRACT

The term of contract shall be per the Development Agreement.

2.4 CONTRACT ADMINISTRATOR

For the purposes of this contract, **Raymond Kanna, Office of the Chairman, (808) 620-9281**, or authorized representative, is designated the Contract Administrator.

2.5 RESPONDENT QUALIFICATIONS

Minimum Qualifications for Respondents, at the time Qualifications are submitted:

1) A principal member of the Respondent's company must have at least five (5) years of single-family housing development experience in the State of Hawaii.

2) The Respondent shall name the Responsible Managerial Employee (RME) who will be responsible for day-to-day operations and oversight throughout the design and construction of the Project. The RME shall have had substantial responsibility or been materially involved in the development and/or operation of at least three (3) separate subdivision development projects with at least one project consisting of fifty (50) or more units.

3) The Respondent shall show evidence of credit worthiness and financial resources to complete the design and construction of the housing Project lien-free.

4) The Respondent must be authorized to do business in the State of Hawaii and have all licenses necessary to carry out the design, construction, and management of the Project. All persons and entities to be used on the design and construction shall possess all required professional and other licenses issued by the State of Hawaii including, but not limited to, architects, engineers, contractors, subcontractors, sales agents, managing agents and lenders.

5) The Respondent shall not be in default or have failed to perform under any contract, agreement, development or design-build agreement, or lease with the State of Hawaii, and shall not have any outstanding judgments against it.

6) The Respondent shall provide its two (2) most recent audited annual financial statements, a statement of financial net worth, and statement of bonding capacity.

7) The Respondent shall provide evidence of two prior projects similar to that documented in the RFQ and provide completed cost data.

2.6 DISQUALIFICATION OF RESPONDENTS

Any one or more of the following causes will be considered as sufficient for the disqualification of a Respondent and the rejection of its submittal:

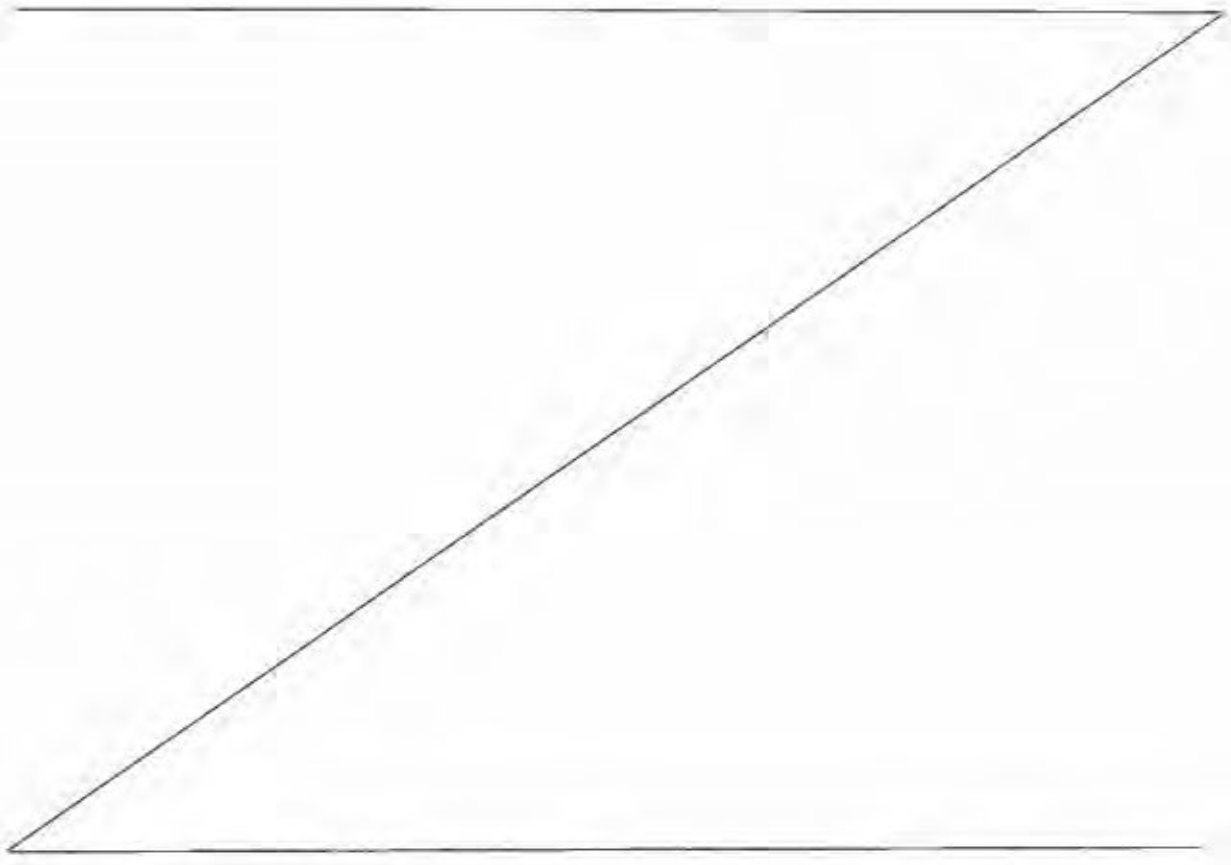
1) Non-compliance with HRS § 103D-310.

2) Evidence of collusion among Respondents.

3) More than one submittal for the same work from an individual, firm, partnership, corporation or joint venture under the same or different name.

4) Delivery of submittal after the deadline specified in the advertisement calling for submittals.

5) Debarment or suspension pursuant to HRS § 103D-702.



SECTION THREE

QUALIFICATIONS FORMAT AND CONTENT

3.1 RESPONDENT'S AUTHORITY TO SUBMIT QUALIFICATIONS

The State will not participate in determinations regarding a Respondent's authority to sell a product or service. If there is a question or doubt regarding a Respondent's right or ability to obtain and sell a product or service, the Respondent shall resolve that question prior to submitting Qualifications.

3.2 REQUIRED REVIEW

3.2.1 Before submitting Qualifications, each Respondent must thoroughly and carefully examine this RFQ, any attachment, addendum, and other relevant document, to ensure Respondent understands the requirements of the RFQ. Respondent must also become familiar with State, County, and Federal laws, statutes, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work required.

3.2.2 Should Respondent find defects and questionable or objectionable items in the RFQ, Respondent shall notify the Department of Hawaiian Home Lands in writing prior to the deadline for written questions as stated in the RFQ *Schedule and Significant Dates*, as amended. This will allow the issuance of any necessary corrections and/or amendments to the RFQ by addendum and mitigate reliance of a defective solicitation and exposure of proposal(s) upon which award could not be made.

3.3 SUBMITTAL PREPARATION COSTS

Any and all costs incurred by the Respondent in preparing and submitting Qualifications shall be the Respondent's sole responsibility whether or not any award results from this RFQ. The State shall not reimburse such costs.

3.4 TAX LIABILITY

3.4.1 State GET Exemption – DHHL shall apply to HHFDC for exemption from GET for gross income derived from the development of the Project pursuant to HRS § 201H-36.

3.4.2 Federal I.D. Number and Hawaii General Excise Tax License I.D. Respondent shall submit its current Federal I.D. No. and Hawaii General Excise Tax License I.D. number in the space provided on Qualifications Form, QF-1, thereby attesting that the Respondent is doing business in the State and that Respondent will pay such taxes on all sales made to the State, as applicable.

3.5 PROPERTY OF STATE

All submittals become the property of the State of Hawaii.

3.6 CONFIDENTIAL INFORMATION

3.6.1 If a Respondent believes that any portion of a submittal, protest, or correspondence contains information that should be withheld from disclosure as confidential, then the Respondent shall inform the Procurement Officer in writing and provide justification to support the Respondent's confidentiality claim. Price is not considered confidential and will not be withheld.

3.6.2 A Respondent shall request in writing nondisclosure of information such as designated trade secrets or other proprietary data Respondent considers to be confidential. Such requests for nondisclosure shall accompany the submittal, be clearly marked, and shall be readily separable from the submittal in order to facilitate eventual public inspection of the non-confidential portion of the submittal.

3.7 EXCEPTIONS

Should Respondent take any exception to the terms, conditions, specifications, or other requirements listed in the RFQ, Respondent shall list such exceptions in this section of the Respondent's submittal. Respondent shall reference the RFQ section where exception is taken, a description of the exception taken, and the proposed alternative, if any. The State reserves the right to accept or not accept any exceptions.

No exceptions to statutory requirements of the AG General Conditions shall be considered.

3.8 QUALIFICATIONS CONTENTS

3.8.1 To be considered responsive, the Qualifications submittal shall respond to and include all items specified in this RFQ and any subsequent addendum. Any submittal offering any other set of terms and conditions that conflict with the terms and conditions providing in the RFQ or in any subsequent addendum may be rejected without further consideration.

3.8.2 Submittals shall be organized into sections, following the exact format using all titles, subtitles, and numbering, with tabs separating each section described below. Each section must be addressed individually, and pages must be numbered.

1) Transmittal letter confirming that the Respondent shall comply with the requirements, provisions, terms, and conditions specified in this RFQ.

2) Qualifications Form, QF-1. Qualifications Form, QF-1 (Attachment 1) shall be completed using Respondent's exact legal name as registered with the Department of Commerce and Consumer Affairs.

The Respondent's authorized signature on the Qualifications Form, QF-1 shall be an original signature in ink. The submission of Qualifications shall indicate Respondent's intent to be bound.

3) Submit an original set of Qualifications and a set of electronic files of all documents on a flash drive.

3.8.3 Handwritten Qualifications are not acceptable.

3.9 RECEIPT AND REGISTER OF QUALIFICATIONS

Qualifications will be received, and receipt verified by two or more procurement officials on or after the date and time specified in Section One, or as amended.

The register of Qualifications shall be open to public inspection upon posting of award pursuant to HRS § 103D-303.

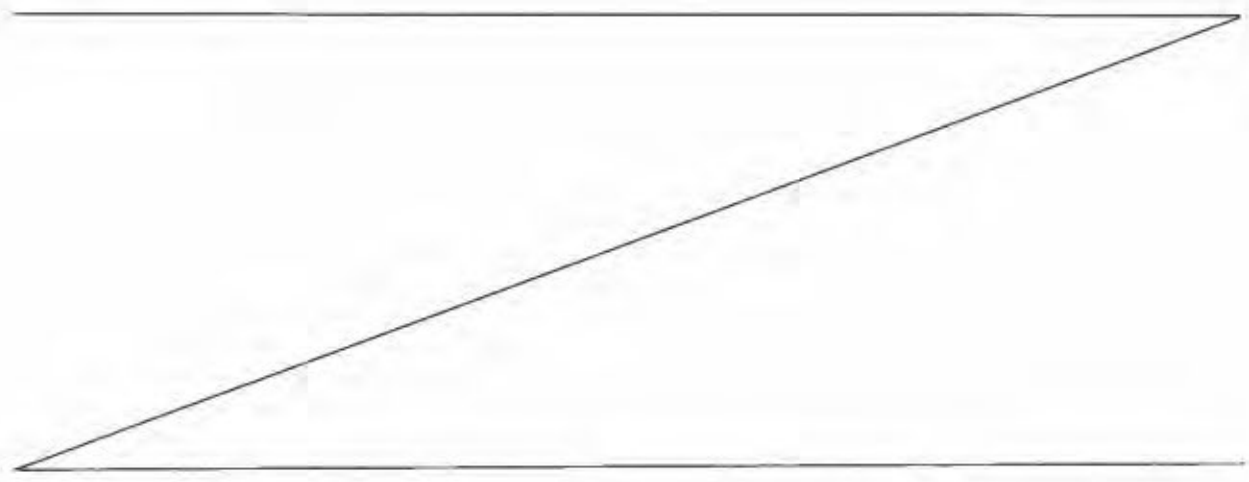
3.10 MODIFICATION PRIOR TO SUBMITTAL DEADLINE

3.10.1 Respondents may modify or withdraw a submittal before the due date and time.

3.10.2 Any change, addition, or deletion of attachment(s) or data entry of Qualifications may be made prior to the deadline for submittal.

3.12 OFFER GUARANTY

A solicitation security deposit is not required for this RFQ.



SECTION FOUR

EVALUATION CRITERIA

The award will be made to the responsible Respondent whose proposal is determined to be the most advantageous to the State based on the evaluation criteria listed in this section. The total number of points used to score this contract is 100. Evaluation of Qualifications will be based on the following point distribution.

Criteria Description	*Points*
A. Experience The degree to which the submittal demonstrates the Respondent and the Respondent's team experience and professional qualifications relevant to the Project. Points will be awarded based on the following: 1. The Respondent and the team's experience with developing projects of similar scope and size, with weight given to experience in directing a multidisciplinary team and facilitating a community involvement process. 2. The Respondent and team's experience in efficiently planning, constructing, and managing of projects similar to that proposed in the RFQ and familiarity with Hawaii real estate development requirements and challenges. 3. The Respondent and the team's experience working on State or County housing agency projects, and participation in low-income housing financing programs.	25
B. Past Performance The degree to which the submittal demonstrates the Respondent and the Respondent's team's experience on projects of similar size and scope for public agencies and/or the private sector. Points will be awarded based on the following: 1. The Respondent and team's ability to complete a project on schedule and within budget, obtain innovative financing, employ alternative construction techniques, and integrate community and supportive services into the overall development of projects similar to that proposed in the RFQ. 2. Respondent's demonstration that it is not in default and has not failed to perform under any contract, agreement, development design-build agreement, or lease with the State of Hawaii, and does not have any outstanding judgments against it.	25

C. Capacity The degree to which the submittal demonstrates the Respondent and the Respondent's team's capacity to complete projects of similar size and scope for public agencies and/or the private sector. Points will be awarded based on the following: 1. The Respondent and team's organization size, and number of employees; and description of the type, location, scheduled completion date, dollar value, and number of units of any concurrent projects that Respondent may be involved in. 2. The Respondent's financial capacity (as developer and provider of guarantees) as evidenced by financial statements, most recent audit and bank references, and statement of how Respondent intends to honor all guarantees should the need arise. 3. The extent of the respondent team's organization chart clearly demonstrates the team's capacity to meet the requirements of the RFQ.	20
D. Project Approach The degree to which the submittal addresses the DHHL's requirements and goals relevant to the project. Points will be awarded based on the following: 1. Unique approaches or solutions the Respondent will undertake to assist DHHL in awarding homestead lots to native Hawaiians on DHHL's application waitlist. 2. Unique approaches or solutions the Respondent will undertake to leverage existing sources of funds to lower the cost of infrastructure to DHHL and/or the cost of housing units to beneficiaries. 3. Unique approaches or solutions the Respondent will undertake to provide a mixture of development models (e.g., turn-key, lease-with-option-to-purchase, owner-builder, etc.), addressing the economic diversity of Beneficiary families. 4. Unique approaches or solutions the Respondent will undertake to incorporate green building practices into the development, including implementing DHHL'S Ho'omaluō Energy Policy.	20
E. Fees The degree to which the proposed fees are reasonable as compared to projects of similar size and scope for public agencies and/or private industry.	10
Total Possible Points	**100**

SECTION FIVE

DEVELOPER SELECTION AND CONTRACT AWARD

5.1 EVALUATION OF QUALIFICATIONS

The Procurement Officer, or an evaluation committee of at least three (3) qualified State employees selected by the Procurement Officer, shall evaluate Qualifications. The evaluation will be based solely on the evaluation criteria set out in Section Four of this RFQ.

Prior to holding any discussion, a priority list shall be generated consisting of Qualifications determined to be acceptable or potentially acceptable.

If numerous acceptable and potentially acceptable Qualifications are submitted, the evaluation committee may limit the priority list to the three highest ranked, responsible Respondents.

5.2 DISCUSSION WITH PRIORITY LISTED RESPONDENTS

The State may invite priority listed Respondents to discuss their Qualifications to ensure thorough, mutual understanding. The State in its sole discretion shall schedule the time and location for these discussions, generally within the timeframe indicated in *RFQ Schedule and Significant Dates.*

5.3 AWARD OF CONTRACT

Award will be made to the responsible Respondent whose qualifications are determined to be the most advantageous to the State based on the evaluation criteria set forth in the RFQ.

5.4 RESPONSIBILITY OF RESPONDENTS

Respondent is advised that to be awarded a contract under this solicitation, Respondent will be required, to be compliant with all laws governing entities doing business in the State including the following chapters and pursuant to HRS §103D-310(c):

1. HRS Chapter 237, General Excise Tax Law;
2. HRS Chapter 383, Hawaii Employment Security Law;
3. HRS Chapter 386, Worker's Compensation Law;
4. HRS Chapter 392, Temporary Disability Insurance;
5. HRS Chapter 393, Prepaid Health Care Act; and
6. HRS §103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

The State will verify compliance on Hawaii Compliance Express (HCE).

Hawaii Compliance Express. The HCE is an electronic system that allows vendors/contractors/service providers doing business with the State to quickly and easily demonstrate compliance with applicable laws. It is an online system that replaces the necessity of obtaining paper compliance certificates from the Department of Taxation, Federal Internal Revenue Service, Department of Labor and Industrial Relations, and Department of Commerce and Consumer Affairs.

Vendors/contractors/service providers should register with (HCE) prior to submitting an offer at https://vendors.ehawaii.gov. The annual registration fee is $12.00 and the "Certificate of Vendor Compliance" is accepted for the execution of contract and final payment.

Timely Registration on HCE. Vendors/contractors/service providers are advised to register on HCE soon as possible. If a vendor/contractor/service provider is not compliant on HCE at the time of award, the Respondent will not receive the award.

5.5 QUALIFICATIONS AS PART OF THE CONTRACT

This RFQ and all or part of the Qualifications may be incorporated into the contract.

5.6 PUBLIC EXAMINATION OF PROPOSALS

Except for confidential portions, the Qualifications shall be made available for public inspection upon posting of award pursuant to HRS § 103D-303(d).

If a person is denied access to a State procurement record, the person may appeal the denial to the State of Hawaii Office of Information Practices in accordance with HAR Chapter 2-73.

5.7 DEBRIEFING

Pursuant to HRS § 103D-303(h) and HAR § 3-122-60, a non-selected Respondent may request a debriefing to understand the basis for award.

A written request for debriefing shall be made within three (3) working days after the posting of the contract award. The Procurement Officer or designee shall, to the extent practicable, hold the debriefing within seven (7) working days from the receipt date of Respondent's written request for debriefing.

Any protest by a Respondent following a debriefing, shall be filed within five (5) working days after the date upon which the debriefing is completed, as specified in HRS § 103D-303(h) and HAR § 3-122-60.

5.8 PROTEST PROCEDURES

Pursuant to HRS § 103D-701 and HAR § 3-126-3, an actual or prospective Respondent who is aggrieved in connection with the solicitation or award of a contract may submit a protest. Any protest shall be submitted in writing to the Procurement Officer at:

Honorable Kali Watson, Chairman
Hawaiian Homes Commission
Department of Hawaiian Home Lands
91-5420 Kapolei Parkway
Kapolei, HI 96707

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of Qualifications. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award or if requested, within five (5) working days after the PO's debriefing was completed.

The notice of award, if any, resulting from this solicitation shall be posted on the Hawaii Awards & Notices Data System (HANDS), which is available on the SPO website: https://hands.ehawaii.gov/hands/awards.

5.9 APPROVALS

Any agreement arising out of this solicitation may be subject to the approval of the Department of the Attorney General, and to all further approvals, including the approval of the Governor, as required by statute, regulation, rule, order, or other directive.

5.10 CONTRACT EXECUTION

Successful Respondent receiving award shall enter into an agreement (Term Sheet) executed with DHHL that articulates basic terms and conditions that the parties agree to further negotiate and refine, and ultimately set forth in detail in the Development Agreement.

In the event that the parties are not able to come to a mutually agreeable development agreement the Department, at its discretion, may elect to rescind the award, then start negotiations with the second ranked respondent. Should the second round of negotiations also fail to result in a development agreement, the Department may commence negotiations with the third ranked respondent.

5.11 INSURANCE

5.11.1 Prior to the contract start date, the Developer shall procure and maintain, at its sole expense, insurance coverage acceptable to the State in full force and effect throughout the term of the Development Agreement. The name of the Insuree and Developer will be the same. The Developer shall provide proof of insurance for the following minimum insurance coverage(s) and limit(s) to be awarded a contract. The type of insurance coverage is listed as follows:

Insurance Coverage	Minimum Policy Limits
General Liability	$2,000,000.00 in the aggregate for property damage; $1,000,000.00 per occurrence for injuries to or death of any one person in any accident in the aggregate
Workers' Compensation	As required by Hawaii laws
Fire and extended coverage	100% replacement value
Builder's risk covering the general contractor and all subcontractors	100% replacement value
Malicious mischief	l00% replacement value
Flood insurance (if required)	Maximum coverage available
Construction Defect	10 year tail coverage

The insurance policies shall be in a form and substance including amounts of coverage, acceptable to DHHL.

Developer shall furnish DHHL with insurance policies and/or certificates, which shall name DHHL as an additional insured. Such insurance policies shall provide that the insurance company shall give DHHL no less than thirty (30) days prior written notice of any termination or cancellation of such insurance policies.

5.11.2 Developer shall deposit with DHHL, on or before the effective date of the Development Agreement, certificate(s) of insurance necessary to satisfy DHHL that the insurance coverage provisions of the Development Agreement have been complied with. Developer shall keep such insurance in effect and provide the certificate(s) of insurance to DHHL during the entire term of the Development Agreement. Upon request by DHHL, Developer shall furnish a copy of the insurance policy or policies.

5.11.3 Developer will immediately provide written notice to DHHL should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

5.11.4 The certificates of insurance shall contain the following clauses:

1. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."

2. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

5.11.5. Failure of the Developer to provide and keep in force such insurance shall constitute a material default under the Development Agreement, entitling the State to exercise any or all of the remedies provided in the Development Agreement (including without limitation terminating the Development Agreement). The procuring of any required policy or policies of insurance shall not be construed to limit the Developer's liability hereunder, or to fulfill the indemnification provisions of the Development Agreement. Notwithstanding said policy or policies of insurance, the Developer shall be responsible for the full and total amount of any damage, injury, or loss caused by the Contractor's negligence or neglect in the provision of services under the Development Agreement.

5.12 REQUIREMENTS FOR PERFORMANCE AND PAYMENT BONDS

Pursuant to HAR § 3-122-224, before any construction contract is entered into, the Contractor shall provide performance and payment bonds to the State. The bonds shall each be in the penal sum of one hundred percent (100%) of the amount of the contract awarded.

5.13 PAYMENT

Incremental payments for any on-site infrastructure design and construction work shall be made to the awarded Developer monthly, in accordance with the Development Agreement.

5.14 DEVELOPMENT AGREEMENT INVALIDATION

If any provision of this Development Agreement is found to be invalid, such invalidation will not be construed to invalidate the entire Development Agreement.

5.15 NO ASSIGNMENTS

The Developer may not assign the Development Agreement without DHHL's written consent. If the Developer desires to assign the Development Agreement, the assignee must meet all requirements imposed by DHHL, and must be acceptable to DHHL. If DHHL consents to an assignment of the Development Agreement, DHHL shall not be required to release the Developer, including any guarantor nor security which secures the payment and performance of the Developer's obligations under the Development Agreement.

5.16 RELATIONSHIP BETWEEN THE DEVELOPER AND DHHL

There will be no partnership, joint venture, employer and employee, master and servant, or other agency relationship between DHHL and Developer. The Developer, inclusive of any person acting by, through, under, or for the benefit of the Developer, such as, for example, any real estate broker or sales person, will not represent or hold itself out as being a partner, joint venture, employee, servant, or agent of DHHL, nor will the

Developer, inclusive of any person acting by, through, under, or for the benefit of Developer, have any authority to bind, act for, or represent DHHL in any respect. The Developer will be constructing the Project in the Developer's own behalf and will release, indemnify, defend, and hold DHHL harmless from all claims, demands, lawsuits, judgments deficiencies, damages (whether paid by DHHL as part of a settlement or as a result of a judgment), and expense, including attorney's fees, and all costs of suit, made against DHHL or incurred or paid by DHHL arising out of or in connection with Developer's design, construction, management, and maintenance of the Project.



PUBLICATION OF RECRUITMENT
ADMINISTRATIVE DIRECTOR

ADMINISTRATIVE DIRECTOR
POSITION DESCRIPTION

Classification: Unclassified
Pay Grade: E-P
Salary: Negotiable

Position Title: Administrative Director

Summary: The Administrative Director reports directly to the Commissioners of the CHamoru Land Trust Commission ("CLTC"). The Administrative Director is the principal manager of the CLTC's day to day activities. The Director serves at the Board's pleasure, and works to execute the CLTC's statutory functions as well as to fulfill the goals and objectives that the board shall from time to time adopt.

Qualifications/Requirements:

- Master's degree from a U.S. accredited college or university plus five (5) years of management level experience in the application of the Chapter 75 and 75A, Title 21 Guam Code annotated, with Knowledge of Guam Subdivision Laws and other Land Regulations; or
- Bachelor's degree from a U.S. accredited college or university plus seven (7) years of management level experience in the application of the Chapter 75 and 75A, Title 21 Guam Code annotated, with Knowledge of Guam Subdivision Laws and other Land Regulations; or
- Any equivalent combination of experience and training which provides the knowledge, abilities and skills to fully perform the work involved in the position.

Special Qualifications:
Strategic and futuristic thinker with a rational thought process in analyzing critical factors and variables that can impact the long-term success.

- Embraces future or new possibilities, is creative, and not debilitated by risk-averse considerations.
- Forward-thinking and proactive in resolving issues.

Essential Functions:

- Ability to interpret and make sound recommendations regarding proposed legislation. Advise the CLTC on how various legislative and other proposals may affect the mission of the Trust.
- Resolves problems in a timely manner, and generates solutions to challenges.

- The Director serves as the principal spokesperson for the CLTC. Excellent communication skills are required; speaks clearly and persuasively in positive and negative situations and writes clearly and informatively.
- Approaches others in a tactful manner.
- Balances team and individual responsibilities and focuses on solving conflicts within the organization.
- Shares expertise with others and offers opportunities to staff for personal and professional growth and development.
- Develops and coordinates projects and communicates changes and progress.
- Exhibits sound and accurate judgment and displays willingness to make decisions.
- Prioritizes and plans work activities.
- Adapts to changes in the work environment and strives to increase productivity while demonstrating accuracy and thoroughness.
- Uses equipment and materials properly.
- Is consistently at work and on time and volunteers readily, initiates and undertakes self-development activities.
- Displays original thinking and creativity.
- Follows instructions and responds to management direction while taking responsibility for actions.

Special Requirements:

- Must be willing to work long hours, weekends, and holidays.
- Must be knowledgeable with the Government Accounting Standards Board Pronouncements.
- Must be knowledgeable with the Generally Accepted Account Principles.
- Must be able to use basic office computer programs and software.
- Must have completed Procurement Training Module 1.
- Must have a demonstrated track record of superior personnel managerial skills, in addition to technical expertise.

Supervises the entire day-to-day of operations of the Commission that encompasses Financial, Fiscal, Procurement, Budgeting, Planning, Land Administration, and Compliance. Such Activities include, but are not limited to:

- Prepare Annual Budgets
- Prepare financial adjustments in accordance with GASB and GAAP requirements for the preparation of Financial Statements
- Customer service
- Staff development
- Strategic Planning
- Intergovernmental and military relations
- Communicates regularly with the Board's chairperson and, as required from time to time, with other members of the board, on matters related to the day-to-day operations and management of the Commission, its employees, vendors, and external associations.
- Ensures compliance with all Guam Open Meeting and Sunshine Reform Act requirements;

including all information that pertains to the agenda for all board meetings, and accurately documents all such meetings and activities.

- Oversees the development and execution of such strategic and other plans as the board shall cause to be prepared, adopted, or otherwise modified.
- Reviews employee performance regularly to rationalize performance-based compensation, enforce employee rules and regulations, and provide or arrange staff training as needed.
- Serves as Authorized Authority of all Federal Grants.
- Serves as the Certifying Officer of the Commission.
- Monitors federal and local legislation impacting the Commission.
- Coordinates the Commissions activities with appropriate local government, military, federal, and other planning agencies with respect to their impact on Land.
- Represents the Commission in Public Hearings and other meetings.
- Acts as key liaison and adviser between and among the Governor, the Legislature and Board on matters relating to the Commission.
- Ensures the Commission's legal and other regulatory compliance.
- Delegates his/her responsibilities as appropriate, and consistent with sound accountability and management practices.
- Performs such other duties and responsibilities as determined by the board.
- Supervises the formal preparation of financial statements and reports for General Funds, Special and Revolving Funds or related funds as needed; analyzes various financial information of a wide variety for appropriate recommendations.
- Supervises the preparation of receipts and disbursement schedules, expenditures against budget schedules and appropriation summaries; reconciles cost balances.
- Evaluates a variety of financial reports for internal consistency and validity Profit and Loss Statements, Balance Sheets and other financial reports.
- Supervises the installation of special accounting systems and related procedures in establishment, which cannot use standardized systems.
- Analyzes the financial aspect relationship of cost to the major accounting structures such as codification of accounts, different appropriation accounts and budgetary elements; analyzes cash collections received on a daily basis; controls to assure sufficient cash flow of current payables; evaluates the effect of deficits.
- Analyzes trend projection for top management review pertaining to cash flow status and projection. Evaluates or recommends fiscal policy that should be followed such as tight policy or balanced budget.
- Invest cash accounts with the concurrence of top management review within the cognizance of legislative constraints.
- Prepares various administrative reports and correspondences. Perform related duties as required.

Knowledge, Skills & Abilities:

- Demonstrated integrity and ethical business practices.
- Ability to negotiate and communicate, network, and present effectively and meaningfully to the board, general membership, and to other public, private and civic organizations.
- Demonstrated history and success in advocating positions, conceptualizing strategy, and executing plans or programs effectively.

- Proven history of success in overseeing and administering complicated and diverse strategic plans including the involvement of private sector teams, committees, and government leaders.
- Ability and skill in generating strategically meaningful data
- Good working knowledge of the government of Guam budgeting process, sources of funds for Bureau operations, and financial accountability.
- Good working knowledge of government rules and regulations applicable to the Commission, and its staff
- Ability to plan, organize, and manage people in a general office environment and willingness to be a 'hands on' working manager as needed.
- Demonstrated ability to identify, develop and train new and junior personnel to position them for matriculation to positions with more responsibility and experience.
- Demonstrated ability to develop and achieve a superior workplace culture.
- Ability to write effectively and work well in professional and non- professional environments.
- Ability to handle multiple challenges in a fast-paced environment.
- Proven history of community service and involvement.

Key Competencies:

1. Technical Capacity
2. Personal Effectiveness/Credibility
3. Thoroughness
4. Collaboration Skills
5. Communication Proficiency
6. Flexibility
7. Adaptation to various situations
8. Creative Thinking
9. Engagement
10. Decision Making/ Decisiveness
11. Impact / Influence

Supervisory Responsibility:
This position requires the supervision of all staff and management.

Work Environment:
This job operates in a professional office environment. This role routinely uses standard office equipment such as computers, phones, photocopiers, filing cabinets and fax machines.

Physical Demands:
This position involves activities related to meetings, meeting functions and facilities, public speaking, and/or standing for long periods of time.

Other Duties:
This job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities and activities may change at any time with or without notice.

Switch/Transfer of Application Date and Time and Switch of Application Type

Office of the Attorney General of Guam

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OPINION MEMORADUM

May 11, 2018
Ref: PCF: LEG 18-0226

Honorable Senator Regine Biscoe-Lee
Committee on Innovation, Economic, Workforce and Youth Development
I Mina'trentai-Kuattro Liheslaturan Guahan
Guam Congress Building
163 Chalan Santo Papa
Hagåtña, Guam 96910

Pika P. Fejeran, Chairperson
Chamorro Land Trust Commission
Department of Land Management
590 S Marine Corps Drive, ITC Building Ste. 733
Tamuning, Guam 96913
Re: Lot 5382 and Tract 9, Barrigada Heights
Chamorro Land Trust Commission

Hafa Adai Senator and Madam Chair:

This Opinion is issued to provide guidance relative to the enforceability of certain leases granted under the Chamorro Land Trust Act ("Act") and the "Senator Paul Bordallo Rules and Regulations for the Chamorro Land Trust Commission" ("Rules")[1] in the Barrigada Heights area.

BACKGROUND

This matter was presented to this Office by a letter of concern from Senator Regine Biscoe-Lee regarding media accounts involving land leases issued by the Chamorro Land Trust Commission ("Commission") to individuals, some of whom were employees of the agency or family members of agency employees. Senator Biscoe-Lee further expressed personal concern as she is one of the recipients, although not involved in any agency relationships. Roughly 103 leases have been approved and/or issued to applicants under the Chamorro Land Trust

[1] The Chamorro Land Trust Act was established with the passage of P.L. 12-226 in 1975, which is codified in Title 21 G.C.A., Chapter 75. In 1995, Public Law 23-38 was passed establishing the rules and regulations for residential and agricultural leases, as required by the Act. The rules and regulations have the force and effect of law.

program in the Barrigada Heights area of Tract 9. These leases involve individuals who were: (1) original applicants who filed an application for Chamorro homelands in December 1995, (2) occupied lands prior to the implementation of the Act, (3) those who switched with a 1995 applicant, or (4) those who assumed a 1995 applicant's sequential priority status, subject to the date and time of the original application.

A majority of the leases were executed in 2015, 2016 and 2017. A few go as far back as 1997. The leases span the tenures of numerous Commission members. Of concern to this Office is an administrative practice that bypasses the Commission's approval. Leases were approved by the Administrative Director. Whether this practice permeates older leases, or only more recent ones is a matter for administrative review consistent with this Opinion. The legal issue presented is whether the Act or Rules authorize the Administrative Director to execute a lease without Commission approval.

A second legal issue involves the authority of an applicant to transfer or switch places with another applicant. This practice allows the later in time applicant to assume the sequential priority status given to the date and time of the original application. Our Opinion will address the legality of this practice.

DISCUSSION

Authority of the Administrative Director to Approve Leases Without Commission Approval

The Commission is authorized to enter into land leases with qualified applicants seeking an interest in Chamorro homelands. Title 21 G.C.A., Chapter 75 provides, in relevant part, for the Commission's authority:

> **§ 75105. Control by Commission of Available Lands; Return to Department.**
>
> Upon enactment of this Chapter, all available lands shall immediately assume the status of Chamorro homelands and shall be under the control of the Commission to be used and disposed of in accordance with the provisions of this Chapter. . . .
>
> **§ 75107. Leases to Chamorro, Licenses.**
>
> (a) The Commission is authorized to lease to native Chamorros the right to the use and occupancy of a tract of Chamorro homelands. . . .
>
> (b) The Commission shall, whenever tracts are available, enter into such a lease with any applicant who, in the opinion of the Commission, is qualified to perform the conditions of such lease.

21 G.C.A. §§ 75105 and 75107(a), (b) (2005).

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July 12, 2018

Mr. Austin Duenas
Acting Chairperson, CLTC
Department of Land Management
590 S Marine Corps Drive, ITC Building Ste. 733
Tamuning, GU 96913

Subject: Review Re Chamorro Land Trust Lot 5382 & Tract 8, Barrigada Review

Håfa Adai Acting Chairman:

At the request of the Chamorro Land Trust Commission ("Commission") Chair, this Office sequestered one hundred and one (101) leasehold files on May 15, 2018, for a review relative to Lot 5382 & Tract 8, Barrigada. Our review has been completed and we make the following assessments in accordance with the Opinion issued on May 11, 2018.

Twelve (12) leases were assessed as void. The void category contains issues that arose at the application stage when a living applicant transferred their "application rights," and the transferee subsequently received a lease. Because there is no statutory support for this practice, any lease that resulted from this action is void. The statute requires that every applicant must wait in line and does not allow an applicant to transfer their "application rights" prior to death. We recommend that the Commission provide these lessees, as well as the original applicant who held the "application right," notice of the error, and schedule hearings to afford each an opportunity to be heard prior to terminating the leases.

Sixty-Six (66) leases were assessed as voidable. Unlike those leases categorized as void, the voidable category contains issues that arose after the original applicant received a lease. Within the sixty-six (66), we identified sixteen (16) voidable leases, which appear to be problematic as they involve what have been called "switches." These leases include one or more property exchanges, and in some cases, a property exchange after the transfer of a lease to a subsequent lessee. Each lease in this category has to be further reviewed by the Commission to understand the facts in each file, and an explanation by the Commission's administrative staff justifying their approval. The remaining fifty (50) voidable leases do not appear to present problematic issues, and therefore, we recommend the Commission conduct a properly noticed meeting to consider the proposed leases.

The final category includes twenty-three (23) incomplete files that contain no leases, unsigned leases, or only partially signed leases. We recommend the Commission consider each of these files at a noticed hearing.

In accordance with the Administrative Adjudication Law ("AAL"), a due process hearing may be required for every lessee in the void and voidable categories to afford them an opportunity to be heard prior to the Commission making a determination to approve or terminate their leases.

Our review did not involve whether the leases violated the priority status of any other applicant in the "bypass" listing that is being, or has been, prepared by the Commission's staff at the direction of the Chairwoman. Therefore, we make no recommendation on the impact of the "bypass" list on the Barrigada leases.

We have digitized all files for further investigation at our discretion. We are concurrently returning all original files to the Department of Land Management, Chamorro Land Trust Commission. Our Office will continue to guide the Commission as it begins the arduous task. I recommend the Commission procure the services of an administrative hearing officer to assist with these hearings. Our Office will continue to represent the Commission, provide legal guidance and training as to all applicable laws, rules and regulations.

Respectfully,

ELIZABETH BARRETT-ANDERSON
Attorney General

cc: Director, Department of Land Management
All Commission Members

LOT 7054-R9, YIGO
CLTC/GPA MOA

MEMORANDUM OF AGREEMENT

THIS **MEMORANDUM OF AGREEMENT ("MOA")** is made on this 13th day of June 2024, by and between the **CHAMORU LAND TRUST COMMISSION (CLTC)** whose address is PO Box 2950, Hagåtña, Guam 96932, and the **GUAM POWER AUTHORITY (GPA)** whose mailing address is P.O. Box 2977, Hagåtña, Guam 96932-2977.

RECITALS

WHEREAS, on June 13, 2024, the CLTC approved through a vote and motion to authorize the Guam Power Authority to utilize Lot 7054-R9 (the "Lot"), Municipality of Yigo for a period of three (3) years;

WHEREAS, Guam's agricultural and residential lands are largely administered by CLTC, whose responsibility includes monitoring land use agricultural production, environmental compliance and its lessee's compliance with land leases;

WHEREAS, the missions of each party to this MOA include, but are not limited to, providing access to power utility for Agriculture and Residential Lessees;

WHEREAS, GPA, whose mission is to provide reliable, efficient, effective, environmentally sound, affordable, accountable, leading energy solutions, and CLTC desire to maximize their respective resources, expertise and capacity through cooperation;

WHEREAS, GPA has the expertise and capacity to oversee and complete the joint effort of the parties to provide access to power utility;

WHEREAS, CLTC desires the assistance of GPA to provide the aforementioned in-kind services in exchange for use of the land.

NOW THEREFORE IN CONSIDERATION of the covenants provided, CLTC and GPA agree as follows:

1. **GENERAL ADMINISTRATIVE:** Designated Representatives

CLTC representative is:
Joseph B. Cruz Jr, Acting Administrative Director
CHamoru Land Trust Commission
590 S. Marine Corps Drive ITC Building, 2nd Floor, Suite 222
Tamuning, GU 96910
(671) 300-3296
joey.cruz@cltc.guam.gov

GPA representative is:
John M. Benavente, P.E.
General Manager
Guam Power Authority
P.O. Box 2977
Hagåtña, Guam 96932

(671) 648-3225
jbenavente@gpagwa.com

Each party can change its designated representative(s) upon prior written notice to the other party.

2. TERM:

The initial term of this MOA shall be for a period of three (3) years.

3. GPA OBLIGATIONS:

A. Provide in-kind services of the installation of power utility valued at $190,000.00 to parcels of property selected by CLTC.
B. Comply with Section 7 regarding environmental management.
C. Ensure that the property is returned in the condition prior to occupancy or better.
D. Ensure that all waste originating from GPA's activities on the Lot will be collected promptly in a place on the Lot suitable for ready and prompt removal; be responsible for the disposal of waste, including hazardous waste, in a manner that meets the requirements of applicable law; and conduct any and all environmental cleanup if the need arises.
E. Provide CLTC with status reports on a quarterly basis on the installation of electrical services pursuant to Section 3(A) above.

4. CHAMORU LAND TRUST COMMISSION OBLIGATIONS:

A. Grant exclusive access to GPA to the Lot for the term of this Agreement.
B. Provide GPA with a formal letter identifying the parcel(s) selected for GPA to provide in-kind services of the installation of power utility pursuant to Section 3(A) above.
C. Provide GPA with the necessary authorizations to obtain permits or approvals for Government or Federal agencies.

5. NOTICES:

Any notice required shall be marked PRIVATE AND CONFIDENTIAL and either hand delivered or sent by United States certified mail to the attention of the Designated Representative only, at the principal place of business of each of the parties set forth in Section 1, herein.

6. TERMINATION:

This MOU shall be terminated if either party does not comply with its obligations.

7. ENVIRONMENTAL:

A. GPA, at its sole cost and expense, shall comply with all present and future laws, rules, orders, ordinances, regulations, statutes, requirements, codes and executive orders, extraordinary as well as ordinary, of all governmental authorities now existing or hereafter

created, and of any and all of their departments and bureaus, and of any applicable fire rating bureau, or other body exercising similar functions, affecting the Lot.

B. CLTC makes no representations or warranties to GPA that the Lot (including surface water, ground water, and any existing improvements) does not contain any asbestos, substantial amounts of waste or debris, or contamination, including without limitation, any Hazardous Substance as hereinafter defined.

C. As used in this Agreement, the term "Hazardous Substance(s)" means any hazardous or toxic substances, materials or wastes, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes which are or become regulated under any applicable local, state or federal law including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. §1251, et seq. (33§1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. §1317), (v) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq. (42 U.S.C. §6903) or (vi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601, et seq. (42 U.S.C. §9601) or any similar laws, ordinances, rules or regulations promulgated by Guam.

D. Except for materials incident to GPA's business operations, GPA shall not cause or permit any Hazardous Substance to be generated, produced, brought upon, used, stored, treated or disposed of in or about the Lot by GPA, its agents, employees, contractors, sub-licensees or invitees without the prior written consent of CLTC. CLTC shall be entitled to take into account such other factors or facts as CLTC may reasonably determine to be relevant in determining whether to grant or withhold consent to GPA's proposed activity with respect to Hazardous Substance. In no event, however, shall GPA be permitted to install or use any storage tanks on the Lot nor shall CLTC be required to consent to the installation or use of any storage tanks on the Lot.

8. MISCELLANEOUS TERMS AND CONDITIONS:

A. Entire Agreement. This MOA constitutes the entire agreement between the parties. All prior discussions and understandings on this matter are superseded by this MOA.

B. Non-Waiver. The failure of a Party to exercise any of the agreements, terms or conditions hereof shall not be deemed a waiver of any right or remedy that a Party may have, and shall not be deemed a waiver of any subsequent breach or default of any such agreements, terms or conditions.

C. Amendments. This MOA may not be amended without the prior written consent of all parties.

D. Governing Law. This MOA shall be governed by the laws of Guam.

IN WITNESS WHEREOF, the parties have entered into this Memorandum of Agreement effective the day and year first above written.

CHAMORU LAND TRUST COMMISSION:

JOSEPH B. CRUZ JR.
ACTING, ADMINISTRATIVE DIRECTOR

ARLENE P. BORDALLO
CHAIRWOMAN

GUAM POWER AUTHORITY:

MW (A)

JOHN M. BENAVENTE, P.E.
GENERAL MANAGER

GOVERNMENT OF GUAM - Department of Land Management
Office of the Recorder

923403

File for Record is Instrument Number _____
On the Year 20 18 Month 6 Day 22 Time 332
Recording Fee DE-OFFICIO Receipt No. DE-OFFICIO
Deputy Recorder _____

923403

~~LOT 7054-7R/W~~
~~A = 8 ± Sq. M.~~
~~Public Access & Utilities~~
~~Rights of Way~~

DETAIL

L7128-REM

(PI. STA. 886+30.02)

TO AAFB

30.480m (100') WIDE RIGHT OF WAY
DOC. NO. 34107, C.C. NO. 43-58

LOT 7054-3
DOC. NO. 449729

LOT 7054-4
DOC. NO. 449729

LOT 7054-5
DOC. NO. 483993

LOT 7055
DOC. NO. 34892

MARINE CORPS DRIVE (ROUTE NO. 1) C.C. 43-58, DOC. NO. 34107
℄ MARINE CORPS DRIVE RTE. NO. 1 100' WIDE R/W
(N 20°54'30" E 1230.980)

N 20°54'30" E 316.831

S 69°05'22" E 15.24

S 64°04'22" E 133.260

N 20°57'34" E 80.548

S 64°00'23" E 155.263

N 21°02'09" E 91.512

(S 14°55'02" E 132.156)

CHAMORU FORCE

P.O.B
N 204883.063
E 115491.876

~~LOT 7054-7R/W~~
~~A = 8 ± Sq. M.~~
~~Public Access & Utilities~~
~~Rights of Way~~
SEE DETAIL

~~LOT 7054-R8~~
~~A = 32,407 ± Sq. M.~~
~~= 8 ACRES~~
~~(SEE NOTE NO. 6)~~

CATCH BINDER

LOT 7054-R5
A = 48,320 ± Sq. M. Comp.

ASPHALT PAVEMENT

6.1m(20')

~~LOT 7054-8~~
~~A = 14,146 ± Sq. M.~~
~~= 3.5 ACRES~~
~~(SEE NOTE NO. 6)~~

CONCRETE SLAB WITH METAL POST

(PT. STA. 845+91.44)

LOT 1-1
DOC. NO. 624375

TO DEDEDO

N 49°16'41" W 132.556

~~LOT 7054-R8~~
~~A = 32,407 ± Sq. M.~~
~~= 8 ACRES~~
~~(SEE NOTE NO. 6)~~

15.240m (50')PUBLIC ACCESS & UTILITY EASEMENT
DOC. NO. 377143

S 87°45'36" W 273.179

ASPHALT PAVEMENT

CHALAN SPC. JOHN T. SABLAN

L7054-R1-R/W-1 DOC. NO. 449729

LOT 2-1, BLK-1, TRACT-234

12.192m (40')PUBLIC ACCESS & UTILITY EASEMENT
DOC. NO. 78360

LOT 1
DOC. NO. 78360

LOT 2-1
DOC. NO. 590286

LOT 2-2
DOC. NO. 590286

LOT 3-1
DOC. NO. 693783

LOT 3-3
DOC. NO. 377143

LOT 3-3
DOC. NO. 377143

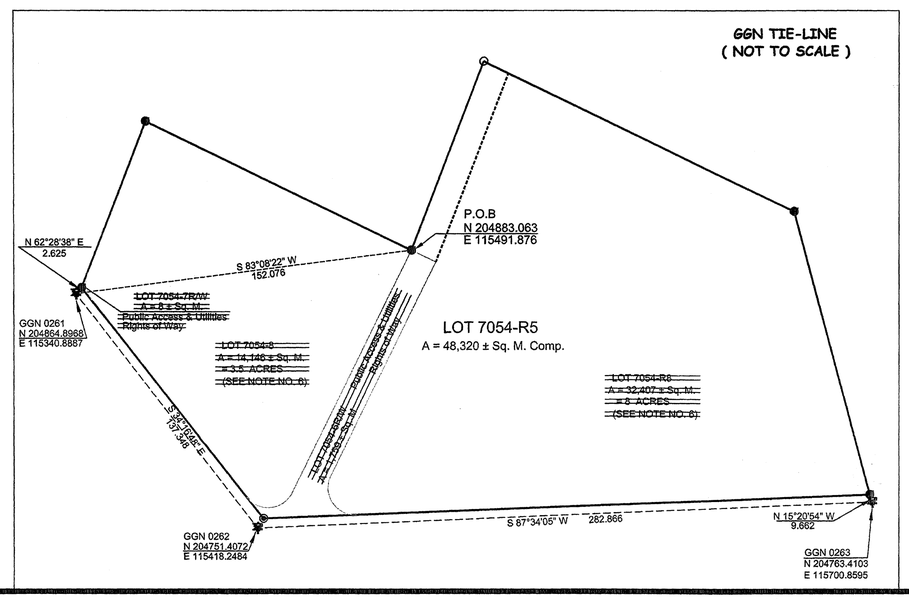
T R A C T 154

GRAPHIC SCALE
60 45 30 15 0 30 60
1 inch = 30 meters

SPECIAL NOTES:

1. PURSUANT TO PUBLIC LAW 28-126, SECTION 1(d) THIS IS A "REVERSION TO ACREAGE" SURVEY AND THEREFORE EXEMPTED FROM THE MAP PROCESSING REQUIREMENTS OF PUBLIC LAW 28-126, SECTON 1(a).
2. AUTHORIZED BY PUBLIC LAW 34-36.
3. THIS MAP SUPERSEDES MAP L.M. 324 F.Y.2017, RECORDED UNDER DOCUMENT NO. 914106.

GGN TIE-LINE (NOT TO SCALE)



SATISFACTORY TO AND APPROVED BY :

CHIEF OF POLICE, GUAM POLICE DEPARTMENT

6/22/18
DATE

SYMBOLS:

- GGN Station
- Found no. 3 rebar set by unknown, see ref. no. 1.
- Found no. 4 rebar w/plastic cap marked DLM, document no. 914106.
- Found (nail/washer) set by unknown, see ref. no.1.
- Set no. 4 rebar with plastic cap marked DLM.
- Chain link fence (portion within R/W to be removed)
- Water Valve
- FH Fire Hydrant
- Conc. Power Pole
- TB Telephone Box
- Center Line Monuments, Stations are in feet. Not located, record data only.

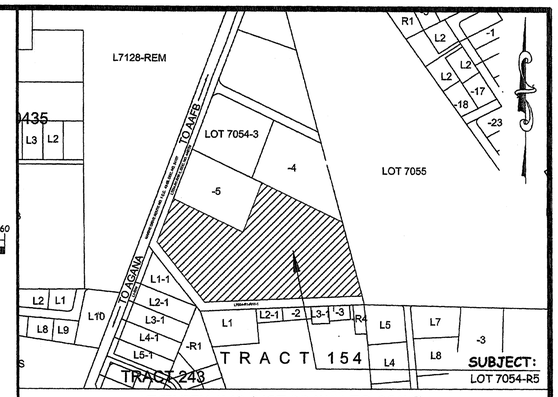
CERTIFICATION OF PROFESSIONAL LAND SURVEYOR

I, PAUL L. SANTOS, HEREBY CERTIFY THAT THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, THAT IT IS BASED ON A FIELD SURVEY MADE ON JUNE, 2018 IN CONFORMANCE WITH ALL APPLICABLE LAWS AND REGULATIONS, AND THAT I AM RESPONSIBLE FOR THE ACCURACY OF ALL DATA AND INFORMATION SHOWN HEREON, I ALSO CERTIFY THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED ON THIS MAP.

PAUL L. SANTOS
PROFESSIONAL LAND SURVEYOR NO. 68

6/22/18
DATE

PAUL L. SANTOS No. 68 CERTIFICATE EXP. 2/20/19 GUAM PROFESSIONAL LAND SURVEYOR



VICINITY MAP (NOT DRAWN TO SCALE)

NOTES:

1. SURVEY WAS BASED ON FOUND CORNERS AS SHOWN.
2. ALL DISTANCES ARE IN METERS UNLESS OTHERWISE NOTED.
3. BEARINGS & DISTANCES IN PARENTHESIS IS/ARE RECORD DATA, ALL OTHERS IN 1993 GRID .
4. SUBJECT LOT IS ZONED " A " AGRICULTURAL PER OFFICIAL ZONING MAP NO. F3-67542, EXCEPT PER PL34-36 THE LOT TO BE PLACED UNDER THE ADMINISTRATIVE JURISDICTION OF THE OFFICE OF THE CHIEF OF POLICE, GUAM POLICE DEPARTMENT, IS ZONED LIGHT INDUSTRIAL ZONE (M1) FOR PUBLIC FACILITY.
5. SUBJECT LOTS IS/ARE WITHIN THE GROUND WATER PROTECTION ZONE (GPZ).

REFERENCES:

1. PARCELING SURVEY MAP OF LOT 7054-R5, DWG. NO. I4-018T761, L.M. NO. 324 FY 2017, PREPARED BY DLM, DOCUMENT NO. 914106.

CERTIFICATIONS AND APPROVALS

SATISFACTORY TO AND APPROVED BY :
MICHAEL J.B. BORJA
DIRECTOR, DEPARTMENT OF LAND MANAGEMENT
6/22/2018 DATE

CHECKED BY :
FRANK P. TAITANO
PLANNER, DLM
6-22-18 DATE

PIERCE J. CASTRO
ENGINEERING TECHNICIAN II, DLM
6-22-18 DATE

REMEDIOS T. SANTOS
ACTING CARTOGRAPHIC SUPERVISOR
06-22-18 DATE

CERTIFICATION OF GUAM CHIEF PLANNER

APPROVAL PURSUANT TO TITLE 21, GUAM CODE ANNOTATED, CHAPTER 62, SUBDIVISION LAW.

MARVIN Q. AGUILAR
GUAM CHIEF PLANNER
6-22-2018 DATE

CERTIFICATION OF GUAM CHIEF SURVEYOR/CHIEF OF CADASTRE

THIS MAP HAS BEEN EXAMINED FOR CONFORMANCE WITH TITLE 21, GUAM CODE ANNOTATED, CHAPTER 60, ARTICLE 5, UNIFORM TRIANGULATION SYSTEM AND REGULATIONS THEREUNDER THIS 22nd DAY OF June, 2018.

PAUL L. SANTOS, PLS # 68
GUAM CHIEF SURVEYOR / CHIEF OF CADASTRE

REVISIONS	DESCRIPTION	BY	APPROVED BY	DATE

REVERSION TO ACREAGE
OF
LOTS 7054-6R/W,7054-7R/W,7054-8 AND 7054-R8, INTO LOT 7054-R5
MUNICIPALITY OF YIGO

LAND SQUARE 9 SECTION 2

SURVEY DATA			LOT DATA	
JOB NO.	2350-6-18	JUNE2018	LOT	7054-R5
COMPUTED BY	BTL/MJ	JUNE2018	CERTIFICATE OF TITLE NO.	109946
DRAWN BY	BTL/MJ	JUNE2018	REGISTERED ON:	11-19-97
RESEARCHED BY	PC	JUNE2018	ESTATE NO.	74108
FIELD BY	AP & CREW	JUNE2018	IN THE NAME OF :	
CHECKED BY	PLS			
SCALE IS IN METRIC SYSTEM AS SHOWN			GOVERNMENT OF GUAM	
SHEET 1 OF 2				
DWG. NO. I4-018 T 761				
L.M. CHECK NO. 305 FY 2018				

GOVERNMENT OF GUAM
GUBETNAMENTON GUÅHAN
DEPARTMENT OF LAND MANAGEMENT
DIPÅTTAMENTON MINANEHAN TÅNO'
LAND SURVEY DIVISION
DIBISION AGRAMENSIAN TÅNO'

S-15586 1/2

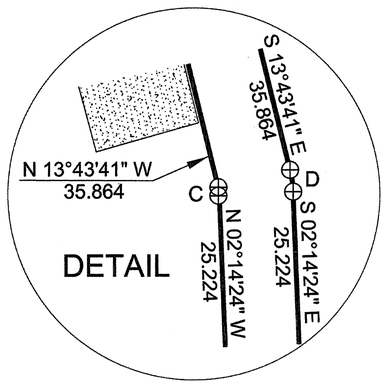
GOVERNMENT OF GUAM - Department of Land Management
Office of the Recorder

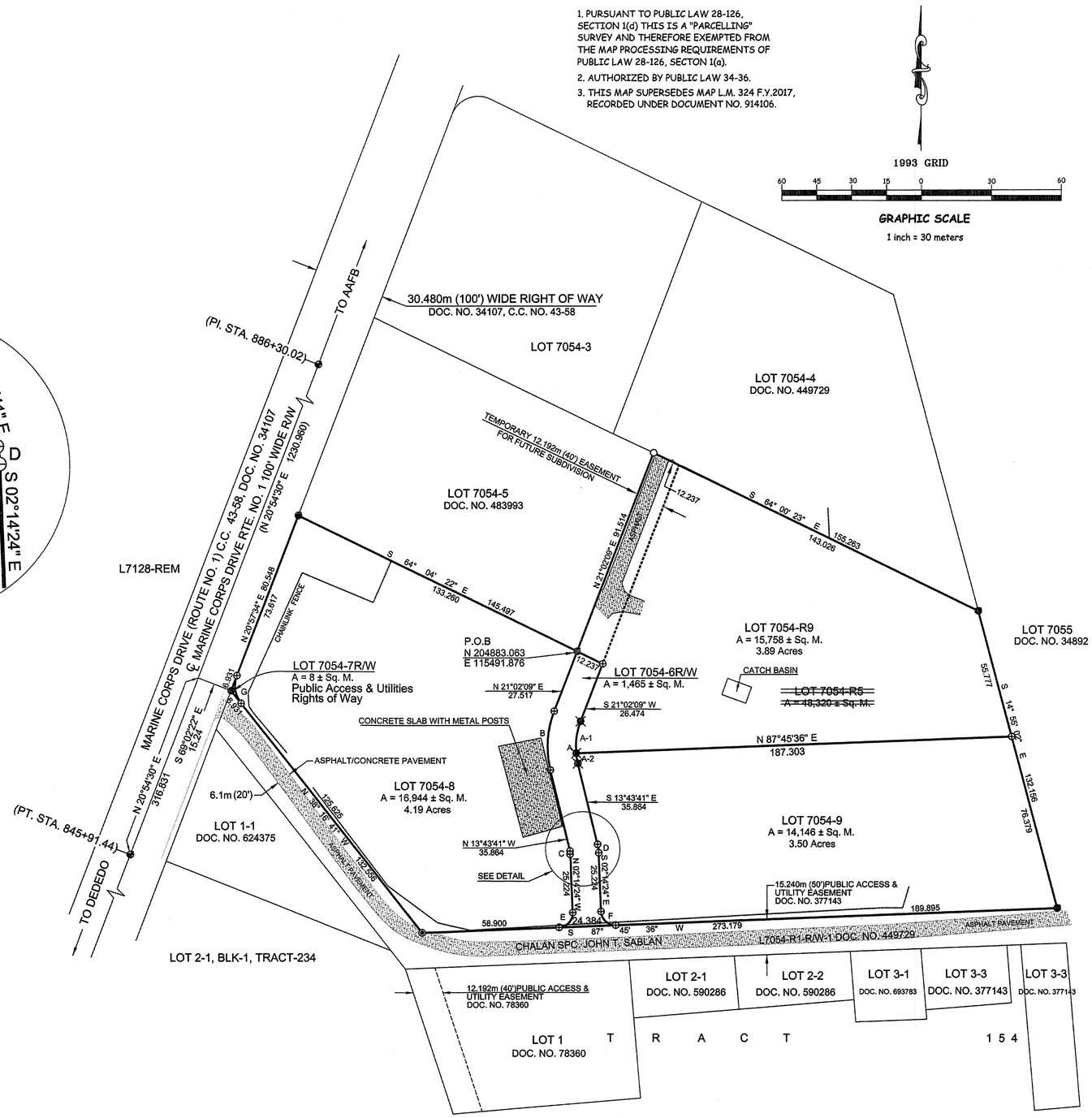
File for Record is Instrument Number 923403
On the Year 20 18 Month 6 Day 22 Time 332
Recording Fee DE-OFFICIO Receipt No. DE-OFFICIO
Deputy Recorder

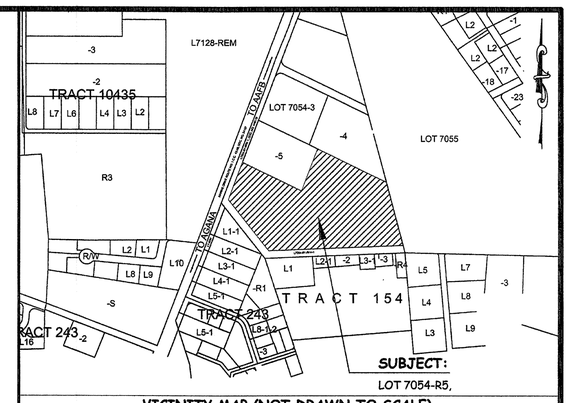
923403

SPECIAL NOTES:

1. PURSUANT TO PUBLIC LAW 28-126, SECTION 1(d) THIS IS A "PARCELLING" SURVEY AND THEREFORE EXEMPTED FROM THE MAP PROCESSING REQUIREMENTS OF PUBLIC LAW 28-126, SECTON 1(a).
2. AUTHORIZED BY PUBLIC LAW 34-36.
3. THIS MAP SUPERSEDES MAP L.M. 324 F.Y.2017, RECORDED UNDER DOCUMENT NO. 914106.







VICINITY MAP (NOT DRAWN TO SCALE)

NOTES:

1. SURVEY WAS BASED ON FOUND CORNERS AS SHOWN.
2. ALL DISTANCES ARE IN METERS UNLESS OTHERWISE NOTED.
3. BEARINGS & DISTANCES IN PARENTHESIS IS/ARE RECORD DATA, ALL OTHERS IN 1993 GRID .
4. SUBJECT LOT IS ZONED " A " AGRICULTURAL PER OFFICIAL ZONING MAP NO. F3-67542, EXCEPT PER PL34-36, LOT 7054-9 WHICH IS THE LOT TO BE PLACED UNDER THE ADMINISTRATIVE JURISDICTION OF THE OFFICE OF THE CHIEF OF POLICE, GUAM POLICE DEPARTMENT, IS ZONED LIGHT INDUSTRIAL ZONE (M1) FOR PUBLIC FACILITY.
5. SUBJECT LOTS IS/ARE WITHIN THE GROUND WATER PROTECTION ZONE (GPZ).

REFERENCES:

1. PARCELLING SURVEY MAP OF LOT 7054-R5, DWG. NO. I4-0177751, L.M. 324 F.Y. 2017, PREPARED BY DLM, DOCUMENT NO. 914106.

CERTIFICATIONS AND APPROVALS

SATISFACTORY TO AND APPROVED BY :

MICHAEL J.B. BORJA — DATE 6/22/2018
DIRECTOR, DEPARTMENT OF LAND MANAGEMENT

JOSEPH I. CRUZ — DATE 6/22/18
CHIEF OF POLICE, GUAM POLICE DEPARTMENT

CHECKED BY :

FRANK P. TAITANO — DATE 6-22-18
PLANNER, DLM

PIERCE J. CASTRO — DATE 6-22-18
ENGINEERING TECHNICIAN , DLM

REMEDIOS T. SANTOS — DATE 06-22-18
ACTING CARTOGRAPHIC SUPERVISOR

CERTIFICATION OF GUAM CHIEF PLANNER

APPROVAL PURSUANT TO TITLE 21, GUAM CODE ANNOTATED, CHAPTER 62, SUBDIVISION LAW.

MARVIN C. AGUILAR — DATE 6-22-2018
GUAM CHIEF PLANNER

CERTIFICATION OF GUAM CHIEF SURVEYOR/CHIEF OF CADASTRE

THIS MAP HAS BEEN EXAMINED FOR CONFORMANCE WITH TITLE 21, GUAM CODE ANNOTATED, CHAPTER 60, ARTICLE 5, UNIFORM TRIANGULATION SYSTEM AND REGULATIONS THEREUNDER ON THIS 22nd DAY OF June, 2018.

PAUL L. SANTOS, PLS # 68
GUAM CHIEF SURVEYOR / CHIEF OF CADASTRE

REVISIONS	DESCRIPTION	BY	APPROVED BY	DATE

CURVE DATA:

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
A	18.494	30.480	34°45'50"	S 03°39'14" W	18.211
A-1	14.045	30.480	26°24'04"	S 07°50'07" W	13.921
A-2	4.449	30.480	08°21'46"	S 09°32'48" E	4.445
B	25.891	42.672	34°45'50"	N 03°39'14" E	25.496
C	1.222	6.096	11°29'17"	N 07°59'02" W	1.220
D	3.667	18.288	11°29'17"	S 07°59'02" E	3.661
E	9.576	6.096	90°00'00"	N 42°45'36" E	8.621
F	9.576	6.096	90°00'00"	N 47°14'24" W	8.621
G	12.605	12.192	59°14'15"	S 08°39'34" E	12.051

SYMBOLS:

- GGN Station (See sht.1 for GGN Tie)
- Found no. 3 rebar set by unknown, see ref. no. 1.
- Found no. 4 rebar w/plastic cap marked DLM, document no. 914106.
- Found (nail/washer) set by unknown, see ref. no. 1.
- Set no. 4 rebar with plastic cap marked DLM.
- Set concrete nail w/cap or X mark etched in concrete slab. Permanent #4 rebars will be set upon removal of concrete slab.
- Chain link fence (portion within R/W to be removed)
- Water Valve
- Fire Hydrant
- Conc. Power Pole
- Telephone Box
- Center Line Monuments, Stations are in feet. Not located, record data only.

CERTIFICATION OF PROFESSIONAL LAND SURVEYOR

I, PAUL L. SANTOS, HEREBY CERTIFY THAT THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, THAT IT IS BASED ON A FIELD SURVEY MADE ON JUNE, 2018 IN CONFORMANCE WITH ALL APPLICABLE LAWS AND REGULATIONS, AND THAT I AM RESPONSIBLE FOR THE ACCURACY OF ALL DATA AND INFORMATION SHOWN HEREON. I ALSO CERTIFY THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED ON THIS MAP.

PAUL L. SANTOS — DATE 6/22/18
PROFESSIONAL LAND SURVEYOR NO. 68

PAUL L. SANTOS CERTIFICATE № 68 EXP. 4/20/19 GUAM PROFESSIONAL LAND SURVEYOR

PARCELLING SURVEY MAP
OF
LOT 7054-R5
MUNICIPALITY OF YIGO

LAND SQUARE 9 — SECTION 2

SURVEY DATA			LOT DATA	
JOB NO.	2350-6-18	JUNE2018	LOT	7054-R5
COMPUTED BY	BTL/MJ	JUNE2018	CERTIFICATE OF TITLE NO.	109946
DRAWN BY	BTL/MJ	JUNE2018	REGISTERED ON:	11-19-97
RESEARCHED BY	PC	JUNE2018	ESTATE NO.	74108
FIELD BY	AP & CREW	JUNE2018	IN THE NAME OF :	
CHECKED BY	PLS			
SCALE IS IN METRIC SYSTEM AS SHOWN			GOVERNMENT OF GUAM	
SHEET 2 OF 2				
DWG. NO. I4-018 T 761				
L.M. CHECK NO. 305 FY 2018				

GOVERNMENT OF GUAM
GUBETNAMENTON GUÅHAN
DEPARTMENT OF LAND MANAGEMENT
DIPÅTTAMENTON MINANEHAN TÅNO'
LAND SURVEY DIVISION
DIBISION AGRAMENSIAN TÅNO'

SCANNED

5-15586 1/2



LOT 10171, SOUTH UKUDO, DEDEDO
GPA SYSTEM IMPROVEMENTS

Kumision Inangokkon Tano' CHamoru
(CHamoru Land Trust Commission)

P.O. Box 2950 Hagâtña, Guåhan 96932 *Phone: 671- 300-3296 Fax: 671-300-3319*

Lourdes A. Leon Guerrero
Governor

Joshua F. Tenorio
Lieutenant Governor

Commission Members

Arlene P. Bordallo
Chairperson

Earl J. Garrido
Commissioner

Joseph F. Artero-Cameron
Commissioner

Fabrienne Cruz Respicio
Commissioner

Jeremy J. Rojas
Commissioner

Joseph B. Cruz Jr.
Acting Administrative Director

CHamoru Land Trust Commission Regular Board Meeting
Thursday, June 19, 2025 at 1:00PM

MOTION SUMMARY

I. **Call to Order at 1:17 PM**
Present: Chairperson A. Bordallo, Commissioner E. Garrido, Commissioner F.C. Respicio, Commissioner J.J.Rojas, Commissioner J.A.Cameron (google meeting)
Acting Administrative Director J. Cruz, CLTC, Staff

II. **Approval of Minutes:**
a. May 08, 2025 (Regular Board Meeting)
Commissioner F. Respicio motioned to approve.
Commissioner J. Rojas seconded the motion
PASSED: Unanimously
b. May 22, 2025 (Regular Board Meeting)
Commissioner J. Cameron motioned to approve the minute subject to corrections.
Commissioner F. Respicio seconded the motion
PASSED: Unanimously

III. **Administrative Director's Report by AAD J.B. Cruz**
a. **CLTC Invitation and Procurement Update**
CLTC's invitation for office space was cancelled due to increased needs. They are working on updated specifications and plan to publish another IFB with GSA in October 2025, with the procurement system reopening at that time.
b. **CLTC TAP Grant and IT Infrastructure**
CLTC will request a one-year no-cost extension for their CLTC TAP Grant from the office of initiative affairs. The grant funds will be used to upgrade IT infrastructure, including scanning and digitizing documents and creating a user software for constituents to access their information.
c. **Consideration of Subcommittees**
AAD J.B. Cruz proposed the creation of subcommittees such as commercial, financial, agricultural/residential, and compliance to assist board members' understanding and streamline decision making. The board was asked to consider this proposal for future action.

d. **RESIDENTIAL / AGRICULTURE**
1. The publication of the next twenty-five (25) in line for a lease award has been delayed due to a concern CLTC has on one of the applicants. AAD J.B. Cruz will be meeting with Attorney Miller (OAD) to discuss and determine the legal way forward.

2. FY2025 Nine Million Dollar Appropriation
a) DLM - CLTC emailed the draft MOA between CLTC and DLM (Department of Land Management) to Mr. Jospeh M. Borja. A

meeting has been scheduled next week with Mr. J.M. Borja and AAD J.B. Cruz on June 24, 2025, to discuss the draft MOA.

b) GPA – Mr. Vince Sablan and Josie Aguon met with CLTC staff and AAD J.B. Cruz to discuss projects and estimated expenses. A revised cost estimate was sent in today. Next week, Ms. Josie Aguon and AAD J.B. Cruz will meet to continue their conversation.

c) GWA – A meeting with AAD J.B. Cruz was requested by email to Mr. Bordallo. AAD J.B. Cruz expects to meet with Mr. Bordallo next week, although he is currently on leave.

d) DPW – The DPW Permit Administrator and AAD J.B. Cruz will meet to talk about any permits that CLTC could need in order to remove the easements.

e. **COMMERCIAL**
A meeting was held on June 12, 2025 with the Deputy Attorney General Miller, Attorney Martinez, legal counsel for TATA Communication, and Mr. Lang to discuss the issue of the unauthorized use of submerged lands in Piti. An updated report will be provided in the next meeting.

IV. **Old Business:**

a. **GPA (Guam Power Authority)**
Ms. Josie Aguon from the Guam Power Authority presented a revised request for a GPA easement, explaining the need due to safety concerns and the desire to improve the existing situation.

Commissioner J. Rojas: I make a motion to rescind our previous motion and approve the GPA easement request labeled in exhibit "1" to also take into consideration the expansion to 40 feet as mentioned by Commissioner Respicio.

Commissioner J. Cameron: I second the motion.

Chair A. Bordallo: All in favor say aye.

All: Aye

Chair A. Bordallo: Motion carried.

b. **Constituent Matters**

1. **Jose C. Munoz**
AAD J.B. Cruz discussed the issue with the loan of Jose Castro Muno, for whom Ms. Carmen Meno was named successor. The loan was foreclosed, and Ms. Carmen Meno had not complied with the board's request to seek pre-approval for a home loan with the Guam Housing Corporation. AAD J.B. Cruz requested the board to rescind its conditional approval of Ms. Carmen Meno as the name successor.

Commissioner J. Rojas: I make a motion to rescind the May 8, 2025 request to name Carmen Meno the successor to Jose Castro Munoz's agriculture lease agreement.

Commissioner F. Respicio: I second.

Chair A. Bordallo: All in favor say aye.

All: Aye

Chair A. Bordallo: Motion carried.

2. **Bryan Ross Evangelista Mendiola**
   AAD J.B. Cruz reported on the loan default of Mr. Mendiola, noting that he had not made payments and had not responded to attempts to contact him. AAD J.B. Cruz requested the board's approval to proceed with actions to address the default, in accordance with Chapter 75A, which involves offering the opportunity to assume the loan to the next qualified applicant. AAD J.B. Cruz requested approval to bring the loan current by pay $5,932.52 and to commence the loan default remedy process. The board discussed the implication and the responsibilities of the lender and guarantor. The board agreed to table the item to allow Attorney Miller to examine the entire situation.

Commissioner J. Rojas: I make a motion to table this subject until further legal review.

Commissioner J. Cameron: I second the motion.

Chair A. Bordallo: All in favor say aye.

All: Aye

Chair A. Bordallo: Motion carried.

3. **Teresita B. Taitingfong**
   CLTC staff Glenn Eay introduced Mrs. Teresita Taitingfong, the successor of her late husband's (Joseph Taitingfong) lease, who requested to 1-decrease the 5-acre lease to a half-acre, 2- survey the ½ acre property,3- waiving of tax year 2025 and 4-acceptance of current building structure.

   AAD J.B. Cruz explained that Public Law 37-131 allowed addressing leases executed contrary to law, leading to a compliance inspection on the property that Mrs. Taitingfong is currently residing and a Notice to Remediate was issued to Mrs. Taitingfong. Mrs. Taitingfong decided to reduce her acreage to half an acre to better manage the land and comply with requirements.

Commissioner J. Rojas: I would like to make a motion to address item number two (2) and make the decrease subject to the lessee paying for the survey of the property, and also address item number four (4) to accept the current building structure, but based only on our lease requirements and not pertaining to any issues with permitting or building code.

Commissioner E. Garrido: I second.

Chair A. Bordallo: All in favor say aye.

All: Aye

Chair A. Bordallo: Motion carried.

c. **Lot 10122-15 Dededo**
AAD J.B. Cruz requested that the board table an item concerning the validity of an authorization to occupy unit Attorney Miller could be present to explain the legal aspects, as they had met with the lead counsel for the Guam Environmental Protection Agency (EPA).

Commissioner J. Rojas: I make a motion to table item C. Lot 10122-5, subject to discussions with legal counsel.

Commissioner E. Garrido: I second.

Chair A. Bordallo: All in favor say aye.

All: Aye

Chair A. Bordallo: Motion carried.

V. **New Business:**

a. **Board Meeting Time Limit**
AAD J.B. Cruz addressed a request to adjust the board meeting time, from 12 p.m. to 1 p.m. or anytime 5:00 p.m. on. AAD J.B. Cruz noted the current requirement in Chapter 75A subsection 75A 102C for the commission to meet on the third Thursday of every month at 1 p.m. and recommended continuing to follow the existing law, considering staff lunch schedules.

Commissioner J. Rojas: I make a motion to continue to follow the item C in Chapter 75A CHamoru Land Trust Commission effective January 1, 2021, requiring that the commission meet regularly every Thursday of every month at 1 p.m. or more often as determined by the chairperson of the commission.

Commissioner E. Garrido: I second.

Chair A. Bordallo: All in favor say aye.

All: Aye

Chair A. Bordallo: Motion carried

b. **Constituent Matters**

1. **Carmen Artero Kasperbauer**
   Mrs. Kasperbauer is requesting to lease 14,230 square meters (3.58 acres) that she had surveyed. Identified as Lot 10, for agricultural use, and to proceed with the legislative and normal processes.

Commissioner F. Respicio: I make a motion to accept the request as presented to grant Mrs. Kasperbauer's request to lease the 14,230 square meters that she has already surveyed and to proceed with the agricultural lease award for Lot 10129-R10 and the legislative process and the normal processes shall follow.

Commissioner J. Rojas: I second.

Chair A. Bordallo: All in favor say aye.

All: Aye

Chair A. Bordallo: Motion carried

RECESS: 3:24 p.m.
Commissioner F. Respicio motioned for 5-minute recess.
Commissioner E. Garrido second the motion

RESUMED: 3:42 p.m.

2. **Karen Kasperbauer Perez**
   Ms. Karen K. Perez joined in the meeting via google meet. Ms. Perez requested that her agenda item be tabled. She is currently off- island and prefers to be physically present for the meeting.

Commissioner J. Rojas: I make a motion to table as requested by Karen Kasperbauer Perez.

Commissioner E. Garrido: I second.

Chair A. Bordallo: All in favor say aye.

All: Aye

Chair A. Bordallo: Motion carried

3. **Nannette Marie Palomo**
   Mrs. Nennette Palomo decline three (3) separate lease award offers from CLTC. First Decline – Residential Lease located on Lot 3, Block 20, Tract 9210, Yigo. Second Decline – An

agricultural lease located on a portion of Lot 5401-1 in the municipality of Mangilao. Third Decline – Lot 5401-1, Municipality of Mangilao and Tract 9210, Block 20, Lot 3 Yigo. After declining a third award, an applicant's name shall be removed from the waiting list in accordance 18 GARR § 6A110.

Commissioner J. Rojas: I make a motion to remove applicant Nannette Marie Palomo from the application waiting list.

Commissioner E. Garrido: I second the motion.

Chair A. Bordallo: All in favor say aye.

All: Aye

Chair A. Bordallo: Motion carried

c. **Termination of Application**
AAD J.B. Cruz requested the board's approval to accept the termination of applications as listed from item number 1 to item number 10 and item number 12 to item number 15.

Commissioner F. Respicio: I motion under Letter D, termination of application for persons number listed as number 1 through 10, and persons listed as number 12 to 15.

Commissioner E. Garrido: Second.

Chair A. Bordallo: All in favor say aye.

All: Aye

Chair A. Bordallo: Motion carried

d. **Bill No. 6-38(COR)**
AAD J.B. Cruz briefly addressed Bill 6-38(COR), which transfers Lot 163 to the Special Olympics Guam, noting that the governor had already enacted it into law. No. discussion was needed.

e. **Bill No. 41-38(COR)**
AAD J.B. Cruz recused himself from presenting or discussing due to a conflict of interest, as relatives are named in the bill, which concerns the transfer of several lots to the Guam Ancestral Lands Commission. Mr. Glenn Eay provided information regarding the history of Lot 710, state it was originally crown property acquired by the government of Spain and later the U.S., not through eminent domain.

Commissioner E. Garrido: I like make a motion that we table this to get more research done on this before we put into action.

Commissioner J. Rojas: I second it.

Chair A. Bordallo: All in favor say aye.

All: Aye

Chair A. Bordallo: Motion carried

f. **Bill No. 51-38(COR)**
AAD J.B. Cruz introduced Bill 5138, which proposes transferring administrative jurisdiction of lot 7054-1, municipality of Yigo from the CHamoru Land Trust to the Guam Police Department (GPD) for a police precinct.

Commissioner F. Respicio: I make a motion to support the intention of Bill No. 51-38(COR) with the following amendments to include a revisionary clause stating that if the Guam Police Department does not construct a police precinct within five (5) years, that the land shall be returned back to CLTC. Also to restrict the use of the property specifically to build a police precinct in section two (2) line item 18.

Commissioner E. Garrido: I second.

Chair A. Bordallo: All in favor say aye.

All: Aye

Chair A. Bordallo: Motion carried

g. **Bill No. 73-38(COR)**
AAD J.B. Cruz presented Bill 73-38, aiming to transfer ownership and jurisdiction of Lot 15, Block F, Tract 9 in Barrigada Heights from the CHamoru Land Trust Commission to GPD for a public safety emergency communication center. AAD J.B. Cruz informed the board that a quick assessment revealed CLTC issued more land area in the Barrigada Heights parcels than available, potentially affecting the availability of this specific lot. Charlene Mayo suggested allowing the acting director to identify other available parcels suitable for GPD's needs.

Commissioner F. Respicio: I make a motion that the acting administrative director send a letter to the Vice Speaker Ada who is our oversight chair, to the author of this bill to inform that CLTC will be identifying alternative lots that will be suitable for GPD's needs while also fulfilling the CLTC mandates.

Commissioner E. Garrido: I second it.

Chair A. Bordallo: All in favor say aye.

All: Aye

Chair A. Bordallo: Motion carried

h. **Bill No. 135-38 (COR)**
AAD J.B. Cruz initiated a discussion on Bill 135-38, which aims to amend the CLTC lease agreement with Guam International Country Club, Incorporated. AAD J.B. Cruz highlighted several questions and concerns for the board to consider, including relinquishing authority on lease rate determination to a licensed appraiser and addressing the current arrears of GICC.

Commissioner F. Respicio raised concerns about the responsibility for the maintenance and renovation of the clubhouse, suggesting that the new corporation should fund these to CLTC's specifications.

Commissioner F. Respicio: I motion to request to have a work session to address Bill No. 135-38(COR) so that we can craft a board resolution to address this bill. The intent to the extension of the lease term in exchange for allowing the use of the property for the generation, storage and transmission of renewable solar energy. The intent of purpose of that is clear and there is not unsupported. The work session is for the sole purpose of addressing the contends of the bill, not the intent of the purpose of the bill. The date would be the most as soon as possible date as allowable by law.

Commissioner E. Garrido: I second.

Chair A. Bordallo: All in favor say aye

All: Aye

Chair A. Bordallo: Motion carried

i. **Bill No. 147-38(COR)**
Bill 147-38, authorizes a $9 million inter-agency loan from the CHamoru Land Trust Commission to Guam Memorial Hospital for urgent facility and supply needs.

Commissioner F. Respicio: I motion not to recommend that we do not support the intent and the purpose of this Bill No. 147-38(COR).

Commissioner E. Garrido: I second.

Chair A. Bordallo: All in favor say aye.

All: Aye

Chair A. Bordallo: Motion carried

VI. **ADJOURNMENT: 6:08 PM**

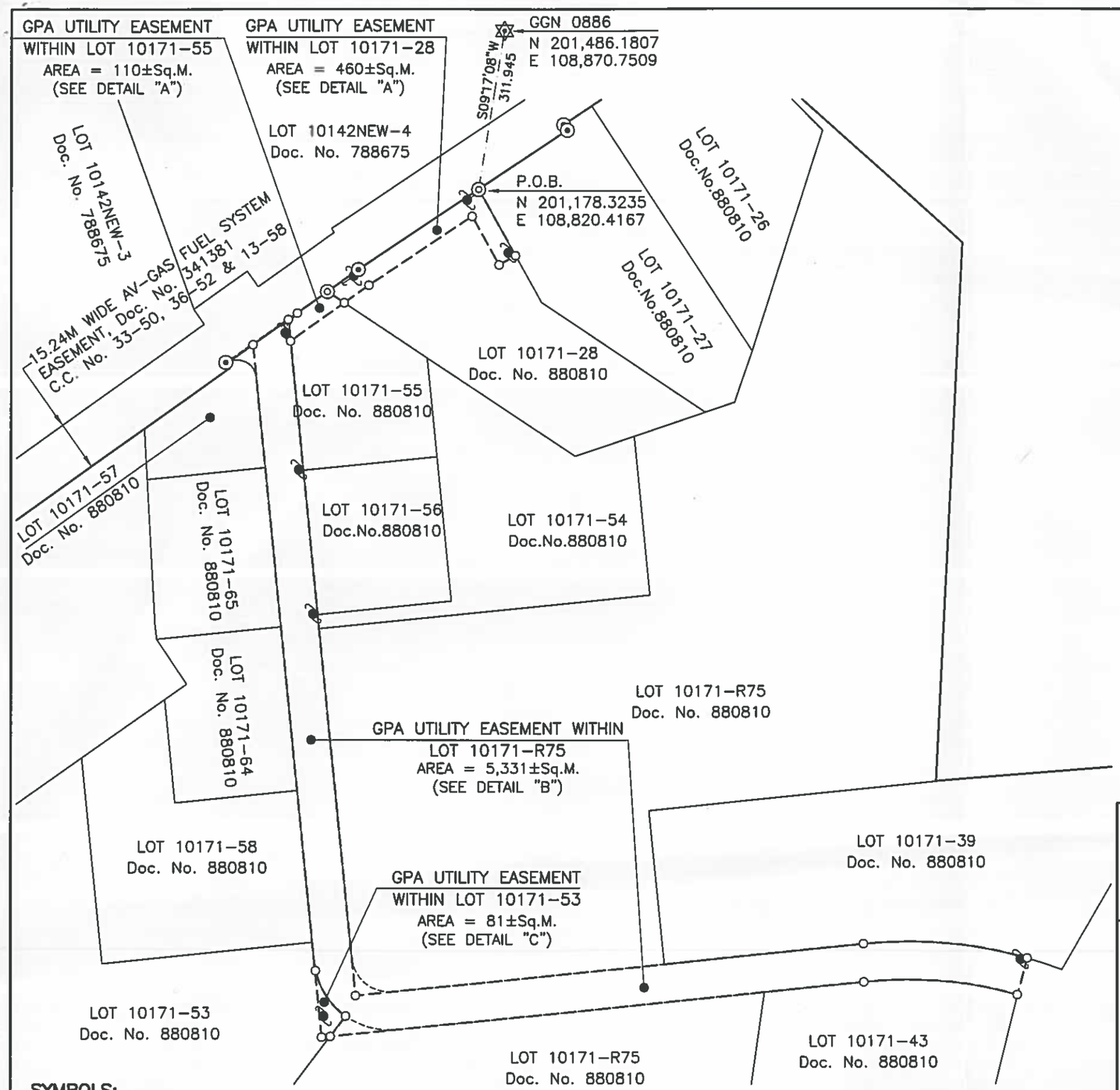
Commissioner J. Rojas motioned to adjourned.
Commissioner F. Respicio second the motion.
Chair A. Bordallo: All in favor,say aye.
All: Aye.
Chair A. Bordallo: Motion carried.

Next meeting – Thursday, July 17, 2025, at 1:00PM, CLTC Conference Room

Concurred By:

Arlene Bordallo
CLTC Chairperson, Arlene P. Bordallo

6-24-25
Date



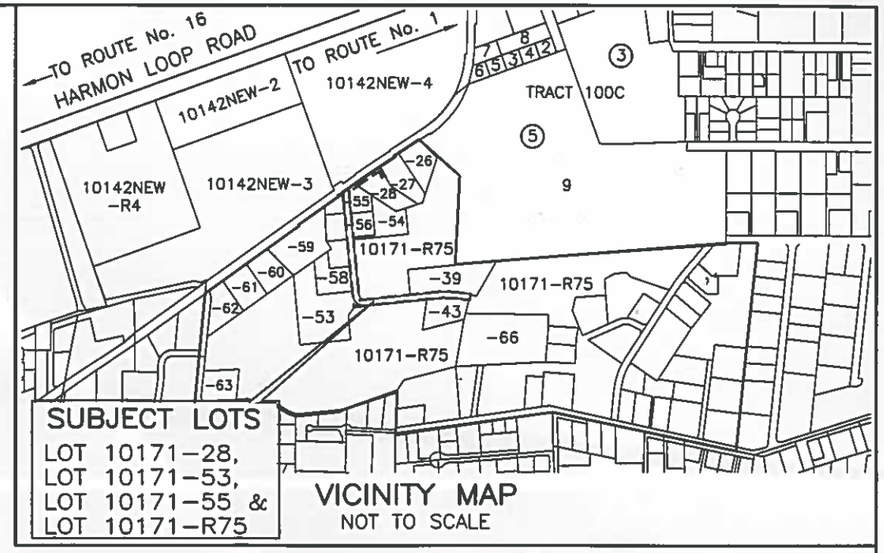


EXHIBIT "A"

N

1993 GRID

50 25 0 25 50 75

METRIC SCALE: 1:1500

NOTES:

1. SURVEY WAS BASED FROM FOUND PROPERTY CORNERS AS SHOWN
2. ALL DISTANCES AND DIMENSIONS SHOWN HEREON ARE IN METERS.
3. BEARINGS AND DISTANCES ARE 1993 GRID VALUES

REFERENCES:

1. DWG No. 2213-11-14, AGRICULTURAL SUBDIVISION MASTER PLAN OF LOT 10171, PREPARED BY DEPARTMENT OF LAND MANAGEMENT, Doc. No. 880810.
2. DWG No. DAI-S-02-141, PARCELING SURVEY MAP OF LOT 10171-R25, PREPARED BY PLS No. 65 FOR CHAMORRO LAND TRUST COMMISSION.

SYMBOLS:

- GGN - GUAM GEODETIC NETWORK STATION
- FOUND IRON PIPE WITH BRASS TAG LS24
- FOUND #4 REBAR WITH PLASTIC CAP MARKED PLS 65
- COMPUTED CORNER/NOT SET
- REBAR SET FOR NEW POLE LOCATION, WITH YELLOW FLAGGING MARKED GPA P/P
- REBAR SET FOR DOWN GUY LOCATION, WITH BLUE FLAGGING MARKED GPA D/G

DWG No. DCAI-S-25-35B
(SHEET 1 OF 2)

GPA UTILITY EASEMENTS WITHIN LOTS 10171-28, 10171-53, 10171-55 & 10171-R75

MUNICIPALITY OF DEDEDO

L.S. 14 SEC. 1

CERTIFICATE OF SURVEYOR:

I, CHRISTOPHER E. HILL, HEREBY CERTIFY THAT THIS SKETCH WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION; BASED ON A FIELD SURVEY DONE BY GPA/DCA FIELD CREW ON SEPTEMBER 2025.

CHRISTOPHER E. HILL
P.L.S. NO. 87

09/16/25
DATE

CHRISTOPHER E. HILL CERTIFICATE NO. 87 EXP. 04-30-26 PROFESSIONAL LAND SURVEYOR GUAM

DCA & DUEÑAS · CAMACHO & ASSOCIATES, INC.
* ENGINEERING * PLANNING * SURVEYING * ENVIRONMENTAL SERVICES
* GEOGRAPHIC INFORMATION SYSTEM * CONSTRUCTION MANAGEMENT GUAM
P.O. Box 8900, Tamuning, Guam 96931 / 238 E. Marine Corps Drive, Suite 201 Diamond Plaza, Hagatña, GU 96910-5194 / Tel: (671) 477-7991 / Fax: (671) 479-6315 SAIPAN Caller Box PPP, Suite 164, Saipan, MP 96950 / Chalan Pale Arnold, Ada's Building South Garapan, Saipan 96950 / Tel: (670) 234-9017 / Fax: (670) 234-3842

For filing with the Registrar)
of land titles pursuant to the)
Land Title Registration Act.)
Requested by Guam Power)
Authority. After filing,)
deliver copies to Guam)
Power Authority P.O.)
Box 2977 Hagatña,)
Guam 96932.)

(Space above this line for Recorder's use only.)

GRANT OF RIGHT-OF-WAY
FOR THE ERECTION AND MAINTENANCE OF POWER
LINES, POLES, WIRES, CABLES AND
UNDERGROUND CONDUITS

CHAMORRO LAND TRUST COMMISSION ,

whose address is **Suite 222, 2nd Floor ITC Building, Tamuning, Guam 96931**

hereinafter called the "Owner", hereby grants **GUAM POWER AUTHORITY**, hereinafter called the "Authority", its successors and assigns, the right to erect, construct, re-construct, replace, remove, maintain and use a line of poles, towers or underground conduits with such wires and cables, as the Authority shall from time to time suspend therefrom or run therethrough for power and communication purposes, and all necessary and proper foundation, down-guys, footings, cross arms and other appliances and fixtures for use in connection with said poles, wire and cables, together with a right-of-way, on, along and in all of the hereinafter described strip of those certain lands which are situated in the Municipality of Dededo , Guam, and more particularly described as follows:

> A strip of land **(as shown on Exhibit "A" attached hereto)** extending partially across Lot No**. 10171-28,** Municipality of **Dededo,** Guam, as delineated in that certain sketch (or map) and marked Exhibit "A" attached hereto and is made a part hereof.

Owner further grants to the Authority, the right of ingress to and egress from said strip over and across said lands by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage, and inconvenience to Owner.

Owner shall have the right to use said strip for purpose not inconsistent with Authority's full enjoyment of the rights hereby granted, provided that Owner shall not erect or construct any building or other structure, or drill or operate any well within said strip. Authority shall have the further right, from time to time, to trim and to cut down and clear

away any and all trees and brush now or hereafter on said strip and shall have the further right from time to time to trim and to cut down and clear away any trees on either side of said strip which now or hereafter in the opinion of Authority may be a hazard to said poles, wires, cables, or conduits, by reason of the danger of falling thereon or interfering therewith, provided, however, that all trees which Authority is hereby authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of Owner, but all tops, brush and refuse wood shall be removed by Authority.

Authority shall also have the right to mark the location of said strip by suitable markers set in the ground or on said poles, towers, wires or cables, but said markers set in the ground shall be placed in fences or other locations which will not interfere with any reasonable use Owner shall make of said strip.

Authority shall repair any damage it shall do to Owner's private roads or lanes on said lands, and shall indemnify Owner against any loss and damage which shall be caused by the exercise of said ingress and egress, or by any wrongful or negligent act or omission of Authority or of its agents or employees in the course of their employment.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, Owner has executed these presents this _____ day of _____, 2025.

OWNER:

CHAMORRO LAND TRUST COMMISSION

By:_____
Earl J. Garrido, Acting Chairman
Chamorro Land Trust Commission

A C K N O W L E D G E M E N T

In and for Guam)
) ss
City of _____)

On this _____ day of _____, 2025, before me, a Notary Public in and for Guam, personally appeared **Earl J. Garrido ,** known to me to be the **Acting Chairman, of the Chamorro Land Trust Commission** whose name is subscribed to the foregoing **Grant of Right of Way for the erection and maintenance of Power Lines, Poles, Wires, Cables and Underground Conduits** and acknowledged to me that he executed the same.

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

_____
Notary Public

NOTE:
Real Estate Division, Department of Revenue and Taxation (b) (P.L. 7-140), Government Code of Guam, exempts from Real Property Taxes all property to which…the Government of Guam has the right of possession which is being used for public roads or easements.

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> A strip of land **(as shown on Exhibit "A" attached hereto)** extending partially across Lot No**. 10171-55,** Municipality of **Dededo,** Guam, as delineated in that certain sketch (or map) and marked Exhibit "A" attached hereto and is made a part hereof.

Owner further grants to the Authority, the right of ingress to and egress from said strip over and across said lands by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage, and inconvenience to Owner.

Owner shall have the right to use said strip for purpose not inconsistent with Authority's full enjoyment of the rights hereby granted, provided that Owner shall not erect or construct any building or other structure, or drill or operate any well within said strip. Authority shall have the further right, from time to time, to trim and to cut down and clear

away any and all trees and brush now or hereafter on said strip and shall have the further right from time to time to trim and to cut down and clear away any trees on either side of said strip which now or hereafter in the opinion of Authority may be a hazard to said poles, wires, cables, or conduits, by reason of the danger of falling thereon or interfering therewith, provided, however, that all trees which Authority is hereby authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of Owner, but all tops, brush and refuse wood shall be removed by Authority.

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By:_____
Earl J. Garrido, Acting Chairman
Chamorro Land Trust Commission

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In and for Guam)
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> A strip of land **(as shown on Exhibit "A" attached hereto)** extending partially across Lot No**. 10171-R75 ,** Municipality of **Dededo,** Guam, as delineated in that certain sketch (or map) and marked Exhibit "A" attached hereto and is made a part hereof.

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away any and all trees and brush now or hereafter on said strip and shall have the further right from time to time to trim and to cut down and clear away any trees on either side of said strip which now or hereafter in the opinion of Authority may be a hazard to said poles, wires, cables, or conduits, by reason of the danger of falling thereon or interfering therewith, provided, however, that all trees which Authority is hereby authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of Owner, but all tops, brush and refuse wood shall be removed by Authority.

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Earl J. Garrido, Acting Chairman
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New Business



Constituent Matters

CHamoru Land Trust Commission
Land Agent Staff Report

VICTOR ROSARIO MANIBUSAN (DEC)
Residential Applicant

I. REQUEST(S): 1) May Manibusan Castro is seeking to be the named successor of the late Victor Rosario Manibusan's residential application under 21GCA, Chapter 75A, 75A102.1 (attached) as an eligible beneficiary

II. FACTS

1) Original Applicant: Victor Rosario Manibusan
2) Original Applicant's Date and Time: December 11, 1997 at 8:50AM
3) Original Applicant's Application Number: 0004289
4) Original Application Type: Residential
5) Lot Description: N/A
6) Lot Size: N/A
7) Survey Map: N/A
8) Priority: N/A
9) Preoccupier: No
10) Land Use Permit (LUP): N/A
11) Mayor's Certification: N/A
12) Recorded Lease: N/A
13) Unrecorded Lease: N/A
14) Lease Fee Paid: N/A
15) Is this a Registered Property: N/A
16) Residing on Private Property: N/A
17) Residing on Guam Ancestral Lands Property: N/A
18) Part of Null and Void Listing: N/A
19) Part of 2018 Ratified Listing: N/A
20) Part of 1995 Listing: N/A
21) Part of OPA Audit Listing: N/A
22) Lease Approved by CLTC Board of Commissioners: N/A

III. CHRONOLOGY

1) December 11, 1995 – Submission of CLTC Residential Application under Victor Rosario Manibusan, Application No. 0004289
2) July 11, 2025 – Submission of Victor's death certificate and notarized affidavit from Jesse R. Manibusan, Johnny William R. Manibusan aka Johnny R. Manibusan, May Manibusan Castro and Laura R. Manibusan, descendants of Victor Rosario Manibusan relinquishing their rights to their sister, May Manibusan Castro.
3) July 16, 2025 – Consanguinity form completed by P. Castro in regards to his relationship to May Manibusan Castro. Approved by AAD Cruz.

CHamoru Land Trust Commission
Land Agent Staff Report

IV. SUMMARY

We are requesting the CLTC Board of Commissioners' approval for Ms. May Castro Manibusan to be named the successor to her brother's residential application. She seeks to be deemed an eligible beneficiary under 75A through her completed Affidavit of Ownership.

Ms. Manibusan is the grand niece of Jose Pangelinan Manibusan, who occupied property in Adacao, Part, Mangilao (formerly Barrigada). Based on her submitted documents, the property was taken under Civil Case No. 21-50, Declaration of Taking (attached). Her grandfather, Jesus Pangelinan Manibusan is a sibling of Jose Pangelinan Manibusan. Her family historically raised cows, goats, watermelon, guava, and bananas on the property.

Ms. Manibusan has completed the Affidavit for Eligibility for the board's review and approval.

Kumision Inangokkon Tano' CHamoru

(CHamoru Land Trust Commission)

P.O. Box 2950 Hagåtña, Guåhan 96932 *Phone: 649-5263 ext. 815*

AFFIDAVIT FOR ELIGIBILITY
OCCUPIED, FARMED, OR RANCHED

May Manibusan Castro, being first duly sworn, deposes and says that:

1. The name of the individual seeking verification of eligibility is:

May Manibusan Castro

2. The individual, or their descendant, occupied, farmed, or ranched land on Guam for residential or agricultural purposes for at least one (1) year immediately prior to that land being acquired by the United States government between 1898 and 1968. If that land was acquired between December 8, 1941 and January 1, 1950, the one (1) year tenure need not have occurred immediately prior to the acquisition by the United States government.

3. The land acquired by the United States government is identified as one of the following:

☐ Parcel Number: Place of Adacao, Part, Mangilao (formerly Barrigada)

☐ Address: _____

☐ Legal Description: _____

☐ Other Identifier: _____

The date the land was acquired by the United States: September 28, 1951

4. The name of the person or persons who occupied, farmed, or ranched the land:

~~Jose Manibusan~~ Jesus Pangelinan Manibusan and Jesus Crisostomo Manibusan (father)

5. The length of time the person or persons listed above continuously occupied, farmed, or ranched the land: 2 years

6. The legal owner of the land: Jose ~~Manibusan~~ Pangelinan Manibusan

7. The relationship between the legal owner of the land and the person or persons who occupied, farmed, or ranched the land: grand uncle ~~great grandfather~~

RECEIVED 07/15/2025

Kumision Inangokkon Tano' CHamoru

(CHamoru Land Trust Commission)

P.O. Box 2950 Hagåtña, Guåhan 96932 *Phone: 649-5263 ext. 815*

8. Compensation or rent, if any, that was paid by the person or persons who occupied, farmed, or ranched the land to the legal owner: _____

_____

9. Description of the nature of the person's or persons' activity on the land, including whether the land was used for residential or agricultural purposes:

agricultural purposes with a tin structure

_____

_____

10. The type of activity being conducted on the land, such as the types of crops harvested or animals raised: we had raised cows, goats, harvested watermelon, planted guava and bananas

_____

_____

11. If the person or persons improved the land, the nature of any improvements (if not applicable, list N/A): N/A

_____

_____

12. The undersigned makes these statements on behalf of themselves or as a representative of the applicant via a power of attorney.

_____ 07.15.2025

Signature Date

Subscribed and sworn to before me this 15th day of July, 2025 by May Manibusan Castro.

_____

NOTARY PUBLIC

TERESITA A.C. TOVES
NOTARY PUBLIC
In and for Guam, U.S.A.
Commission No. NP. 23-0613G
My Commission Expires: JULY 16, 2027
P.O. Box 2950 Hagåtña, Guam 96932

FILED
District Court of Guam
Agana, Guam
APR 30 1959
CLERK

IN THE DISTRICT COURT OF GUAM

TERRITORY OF GUAM

UNITED STATES OF AMERICA,

Plaintiff,

vs.

7,366,038.46 square meters of land, more or less, in the Municipalities of Barrigada, Dededo and Sinajana, Island of Guam, Marianas Islands, and Jesus C. Flores, et al.,

Defendants.

CIVIL CASE NO. 21-50

430

JUDGMENT

The above-entitled case coming on regularly for trial before the Court and jury on April 7, 1959, at 9:30 o'clock in the forenoon, pursuant to due notice given according to law, Plaintiff and Defendants appearing by counsel;

And the Plaintiff and Defendants having presented their evidence, and the Court and jury having heard and considered the same, the jury returned its verdict and by its verdict found and determined that the sums set after the tract and lot numbers hereinafter listed are the just compensation payable by the United States of America for the taking of title in fee simple absolute to the respective lots or parts thereof and tracts, to-wit:

Tract No. 130, Lot 2055 Barrigada.	$16,900.00
Tract No. 131, Lot 2055-1 Barrigada.	263.25
Tract No. 132, Lot 2055-2 Barrigada.	9,100.00
Tract No. 150, Lot 2067 Barrigada.	2,166.67
Unit A on Tract No. 150.	6,000.00
Unit B on Tract No. 150.	3,300.00
Unit C on Tract No. 150.	600.00
Unit D on Tract No. 150.	100.00
Tract No. 155, Lot 2053-A-1 Barrigada.	7,500.00

all as described in the complaint and declaration of taking, as amended, filed herein, which sums cover all claims of any kind whatever for the taking by the United States of America of title in fee simple absolute to the said lands;

And it further appearing that the persons entitled to the said just compensation are as follows, to-wit:

To the award for Tract No. 130, Lot 2055 Barrigada:

RAMON PEREZ CALVO

To the award for Tract No. 131, Lot 2055-1, Barrigada:

EDUARDO TORRES CALVO

To the award for Tract No. 132, Lot 2055-2, Barrigada:

EDUARDO TORRES CALVO

To the award for Tract No. 150, Lot 2067, Barrigada, and Unit A thereon:

JOSE PANGELINAN MANIBUSAN

To the award for Unit B on Tract No. 150:

JOSE A. MANIBUSAN

To the award for Unit C on Tract No. 150:

JUAN A. MANIBUSAN

To the award for Unit D on Tract No. 150:

FILOMENA A. MANIBUSAN

To the award for Tract No. 155, Lot 2053-A-1, Barrigada:

EDUARDO T. CALVO and
VERONICA MCDONALD CALVO

And it further appearing that the following sums were heretofore, on June 21, 1950, deposited by the United States of America in the registry of the Court as estimated just compensation for the taking of the respective tracts, to-wit: One Thousand Three Hundred and Five Dollars ($1,305.00) for Tract No. 130, Lot 2055 Barrigada; Twenty Dollars ($20.00) for Tract No. 131, Lot 2055-1 Barrigada; Six Hundred and Eighty-Five Dollars ($685.00) for Tract No. 132, Lot 2055-2 Barrigada; Four Thousand Four Hundred and Ninety Dollars ($4,490.00) for Tract No. 150, Lot 2067 Barrigada and Unit A thereon; Two Thousand Six Hundred and Ten Dollars ($2,610.00) for Unit B on Tract No. 150; Four Hundred and Sixty-Five Dollars ($465.00) for Unit C on Tract No. 150; Fifty Dollars ($50.00) for Unit D on Tract No. 150; and Three Hundred and Ninety Dollars ($390.00) for Tract No. 155, Lot 2053-A-1 Barrigada;

And it further appearing that upon application of Defendants and pursuant to orders of this Court, the aforesaid deposits of estimated compensation for Tract No. 150, Lot 2067 Barrigada and Units thereon were heretofore paid to and received by Defendants as follows:

To Jose Pangelinan Manibusan for Tract No. 150 and Unit A thereon:

$3,367.50 on or about August 30, 1951, and $1,122.50 on or about August 31, 1955, a total of $4,490.00.

To Jose A. Manibusan for Unit B on Tract No. 150, $1,957.50 on or about August 30, 1951, and $652.50 on or about September 1, 1955, a total of $2,610.00.

To Juan A. Manibusan for Unit C on Tract No. 150, $348.75 on or about August 30, 1951, and $116.25 on or about September 1, 1955, a total of $465.00.

To Filomena A. Manibusan for Unit D on Tract No. 150, $50.00 on or about August 30, 1951.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that judgment be entered against the United States of America as follows:

For the sum of $16,900.00, with interest on the sum of $15,595.00 at the rate of six per cent (6%) per annum from June 21, 1950, until paid, which is awarded to:

RAMON PEREZ CALVO

For the sum of $263.25, with interest on the sum of $243.25 at the rate of six per cent (6%) per annum from June 21, 1950, until paid, which is awarded to:

EDUARDO TORRES CALVO

For the sum of $9,100.00, with interest on the sum of $8,415.00 at the rate of six per cent (6%) per annum from June 21, 1950, until paid, which is awarded to:

EDUARDO TORRES CALVO

For the sum of $8,166.67, with interest on the sum of $3,676.67 at the rate of six per cent (6%) per annum from June 21, 1950, until paid, which is awarded to:

JOSE PANGELINAN MANIBUSAN

The sum of $4,490.00 heretofore paid to the said Jose Pangelinan Manibusan is credited upon this judgment.

For the sum of $3,300.00, with interest on the sum of $690.00 at the rate of six per cent (6%) per annum from June 21, 1950, until paid, which is awarded to:

JOSE A. MANIBUSAN

The sum of $2,610.00 heretofore paid to the said Jose A. Manibusan is credited upon this judgment.

Doc. No. 38GL-26-2058.*

For the sum of $600.00, with interest on the sum of $135.00 at the rate of six per cent (6%) per annum from June 21, 1950, until paid, which is awarded to:

"C"

JUAN A. MANIBUSAN

The sum of $465.00 heretofore paid to the said Juan A. Manibusan is credited upon this judgment.

For the sum of $100.00, with interest on the sum of $50.00 at the rate of six per cent (6%) per annum from June 21, 1950, until paid, which is awarded to:

"D"

FILOMENA A. MANIBUSAN

The sum of $50.00 heretofore paid to the said Filomena A. Manibusan is credited upon this judgment.

For the sum of $7,500.00, with interest on the sum of $7,110.00 at the rate of six per cent (6%) per annum from June 21, 1950, until paid, which is awarded to:

EDUARDO T. CALVO and
VERONICA MCDONALD CALVO

IT IS FURTHER ORDERED that the Clerk of the District Court of Guam shall pay to the said Defendants such sums as are now on deposit in the registry of this Court for their respective tracts, by checks drawn on said funds countersigned by the Judge of this Court, upon taking proper receipts therefor, and the said Clerk shall likewise pay to said Defendants the balances of the sums hereinabove adjudged and awarded to them as promptly as possible after the same are received from the United States of America; and when all of the said sums have been so paid, the Clerk shall note upon the docket that this judgment has been paid in full.

Dated APR 30 1959.

Eugene R. Gilmartin
EUGENE R. GILMARTIN
Judge of the District Court of Guam

Form approved:

Finton J. Phelan
FINTON J. PHELAN JR.

V. C. Reyes
REYES & LAMORENA

Doc. No. 38GL-26-2058.*

CHamoru Land Trust Commission
Land Agent Staff Report

CHARLES JOSEPH SANTOS
RESIDENTIAL LESSEE

I. MATTER(S)

1. Charles J. Santos is requesting to terminate the residential application and the residential lease for Lot 3, Block 3, Tract 9210 (Phase 1), in the municipality of Yigo. The property has been awarded to another applicant.

II. LEGAL REFERENCE(S)

1. 18 GAR, Chapter 6A, 6A137(a)(b). Cancellation and surrender.
   (a) Upon receipt of written notification of a lessee's intent to surrender, the commission shall process the same. The commission may forego acceptance of surrender until a new lessee is found, and it is determined by the commission that sufficient funds are available in the Chamorro home loan fund to meet the payments required. At all times until acceptance of surrender, the lessee shall remain responsible for the demised leasehold together with any improvements thereon, and shall remain liable for all taxes, assessments, and charges of whatever kind and nature, on said tract and improvements thereon.
   (b) Upon the cancellation or surrender of a residential tract, should it be determined by the commission that the residence constructed on the premises is in such disrepair that demolition of the structure is required, the lessee shall be allowed to sell said structure within ninety (90) days from the date of the cancellation or acceptance of surrender; provided that any proceeds be first used to satisfy any indebtedness to the commission, taxes, or any other indebtedness the payment of which has been assured by the commission, or any costs incurred by the commission for upkeep and cleaning of the leased premises. Sale of the structure shall not cause harm or affect in any way the rights to the underlying property. Lessee shall repair and restore all damage to the Premises caused by the removal of any alterations, additions, improvements, or fixtures in the Premises. Lessee's obligations under this provision shall survive the expiration or termination of the Lease. If the lessee fails to have the structure removed, the commission may demolish the structure, and the cost thereof shall be assessed to the lessee.

III. FACTS

1. Original Applicant: Charles Joseph Santos
2. Applicant's Date and Time: December 2, 1995, 12:25 P.M.
3. Applicant's Application Number: 0000384
4. Application Type: Residential
5. Takeover Applicant's Date of Submission: N/A
6. Lot Description: Lot 3, Block 3, Tract 9210 (Phase 1), Yigo
7. Survey Map: 126FY93

8. Priority: 1
9. Preoccupier: Carnation Avenue, Latte Heights, Water Pump Area, as stated on the application
10. Land Use Permit (LUP): None
11. Mayor's Certification: Mayor RG Ungacta, Municipality of Mangilao, 160 Carnation Road, Mangilao, Certification of residence, residing since 1990
12. Recorded Lease: None
13. Unrecorded Lease: Lot 3, Block 3, Tract 9210 (Phase 1), Yigo
14. Lease Fee Paid: No
15. Is this a Registered Property? Yes
16. Residing on Private Property: No
17. Residing on Guam Ancestral Lands Property: No
18. Part of Null and Void Listing: No
19. Part of 2018 Ratified Listing: No
20. Part of 1995 Listing: No
21. Part of OPA Audit Listing: No
22. Board Approved Lease Award: No

IV. CHRONOLOGY

1. June 16, 1997: Residential Interview compiled by A.Q. Notes: Presently living with parents at Carnation Avenue, Latte Heights, Mangilao
2. June 24, 2003: Letter from LA II E. Chargualaf requesting to contact the CLTC office
3. June 22, 2006: Approval of application for power, water, telephone, clearing, and building permits, signed by AD T. Elliott
4. November 17, 2006: Residential Lease award for Lot 3, Block 3, Tract 9210 (Phase 1), Yigo, signed by AD J. Borja
5. June 23, 2009: Approval of application for power, water, telephone, clearing, and building permits, signed by AD J. Garcia
6. July 16, 2009: Authorization to Initiate Parcel Survey for a portion of Lot 10125-11, Dededo, Guam, on a one-half acre, signed by AD J. Garcia
7. July 17, 2009: Intra-office memo requesting to prepare an SA, NOIA, and decline from EC to Quan
8. March 26, 2025: Authorization to apply for water and power services for Lot 1, Block 4, Tract 14411, Mangilao, signed by Acting AD JB Cruz Jr.
9. July 10, 2025: Loan Affordability Analysis from Guam Housing Corporation
10. July 31, 2025: Verification of Eligibility signed by Acting AD JB Cruz Jr.
11. September 10, 2025: Mayor's Certification of Residency for 160 Carnation Road

V. SUMMARY

On November 17, 2006, Mr. Santos was awarded a residential lease for Lot 3, Block 3, Tract 9210 (Phase 1), Yigo; however, CLTC awarded a residential lease to another applicant for the same lot. Subsequently, Mr. Santos was offered a portion of Lot 10125-11, Dededo,

but no action was taken by the CHamoru Land Trust Commission. Mr. Santos has continued to reside with his parents on Lot 1, Block 4, Tract 14411, Mangilao, since 1990, as certified by the Mayor of Mangilao.

VI. GUIDANCE

1. Based on 18 GAR, Chapter 6A, §6A137(a)(b), the Commission shall approve the voluntary termination from Charles J. Santos, provided the requirements to cancel or surrender is met.

Notice to Terminate Lease Award Voluntarily

I, CHARLES J. SANTOS (Lessee), whose address is Lot 1 block 4 TR 11441 Mangilao

I request that the CHamoru Land Trust Commission (CLTC) terminate my lease with CLTC due to my inability to comply with the lease terms at this time. I will waive any and all liabilities and will not pursue any claims against CLTC regarding the lease that I am requesting to Terminate.

Charles J. Santos — Lessee

10/30/25 — Date

NOTICE TO LESSEE BY SIGNING THIS "NOTICE TO TERMINATE LEASE AWARD VOLUNTARILY," YOU ARE REQUESTING CLTC TO TERMINATE YOUR CLTC LAND LEASE IMMEDIATELY. SIGNING THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. WE URGE YOU TO CONSULT WITH AN ATTORNEY BEFORE SIGNING.

On this 30th day of October, 2025, before me, the undersigned notary personally appeared Charles J Santos, known to me to be the person whose name is subscribed to the within the instrument and for its stated purpose.

In witness whereof, I have hereunto affixed my name and official seal.

Notary Public

My Commission Expires 12-10-2027

RECEIVED
10/30/25

NATHAN PENAFLORIDA PAMINTUAN NOTARY PUBLIC IN AND FOR GUAM U.S.A.

NATHAN PENAFLORIDA PAMINTUAN
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: December 10, 2027
1270 N Marine Dr 101 Tamuning, GU 96913

CHamoru Land Trust Commission
Land Agent Staff Report

CAROLINE LEON GUERRERO SANTOS (DEC)
AGRICULTURE LESSEE

I. MATTER(S)

1. Jeffrey W. Santos, successor, submitted in writing a letter relinquishing his successor claim of his mother, Caroline Leon Guerrero Santos's agriculture lease for Lot 1, Block 4, Tract 14411, in the municipality of Mangilao, to his sibling, Charles J. Santos.
2. Charles J. Santos, an eligibility beneficiary of CHamoru Land Trust Commission, is requesting to be the named successor of Caroline Leon Guerrero Santos and transfer the agriculture lease for Lot 1, Block 4, Tract 14411, Mangilao to him.

II. LEGAL REFERENCE(S)

1. In accordance with 21 GCA, Chapter 75A, §75A109(1)(3).
   (1) Upon the death of the lessee or applicant, his interest in the tract or tracts and the improvements thereon, including growing crops (either on the tract or in any collective contract or program to which the lessee is a party by virtue of his interest in the tract or tracts), shall vest in the relatives of the decedent as provided in this paragraph. From the following relatives of the lessee, or applicant, spouse, children, grandchildren, parents, grandparents, siblings, widows or widowers of the children or siblings, or nieces and nephews, the lessee or applicant shall designate the person or persons to whom he directs his interest in the tract or tracts to vest upon his death. Such person or persons must be qualified to be a lessee of Chamorro Land Trust Property; provided, that such person or persons need not be eighteen (18) years of age; provided, further, however, that, if the person designated by the lessee:
   (A) is the lessee's spouse;
   (B) has been married to the lessee for at least the past seven (7) years;
   (C) is residing on the property with the lessee in a structure that has been approved as a residence at the time of the lessee's death
   (3) In the absence of such a designation as approved by the Commission, the Commission shall select from the relatives of the lessee in the order named above as limited by the foregoing paragraph one (1) or more persons who are qualified to be lessees of Chamorro Land Trust Property except as hereinabove provided, as the successor or successors of the lessee's interest in the tract or tracts, and upon the death of the lessee, his interest shall vest in the person or persons so selected. The Commission may select such a successor or successors after the death of the lessee, and the rights to the use and occupancy of the tract or tracts may be made effective as of the date of the death of such lessee.

CHamoru Land Trust Commission
Land Agent Staff Report

III. FACTS

1. Original Applicant: Manuel Blas Santos
2. Applicant's Date and Time: December 2, 1995, 12:26 P.M.
3. Applicant's Application Number: 0000385
4. Application Type: Agriculture
5. Takeover Applicant's Name: Caroline Leon Guerrero Santos
6. Takeover Applicant's Date of Submission: August 6, 2001
7. Lot Description: Lot 1, Block 4, Tract 14411, Mangilao, containing an area of one-half (.50) acre
8. Survey Map: 087FY2007
9. Priority: N/A
10. Preoccupier: Carnation Avenue, Latte Heights, Water Pump Area, as stated on the application
11. Land Use Permit (LUP): None
12. Mayor's Certification: Mangilao Mayor's Office certified occupancy at Carnation Avenue
13. Recorded Lease: None
14. Unrecorded Lease: A portion of Lot 5402-R5 NEW, Mangilao
15. Lease Fee Paid: Yes, $100.00
16. Is this a Registered Property? Yes
17. Residing on Private Property: No
18. Residing on Guam Ancestral Lands Property: No
19. Part of Null and Void Listing: No
20. Part of 2018 Ratified Listing: No
21. Part of 1995 Listing: No
22. Part of OPA Audit Listing: No
23. Board Approved Lease Award: No

IV. CHRONOLOGY

1. April 1, 1997: Agriculture Interview Report compiled by E. Chargualaf
2. September 29, 1998: Ground Lease awarded to Manuel Blas Santos on a portion of Lot 5402-R5NEW, containing an area of not more than one (1) acre
3. October 9, 1998: Land lease fee payment of $1.00
4. September 17, 1999: Land lease fee payment of $5.00
5. October 14, 1999: Inspection Report compiled by Liz U., Eileen C., and Kin N. findings are no farm activity, wood and tin structure, water service
6. February 14, 2001: Letter from Caroline LG Santos regarding the lease agreement of Manuel Blas Santos
7. August 6, 2001: Death certificate of Manuel Blas Santos, notarized CLTC application for Caroline LG Santos, and birth certificate of Caroline LG Santos submitted
8. February 28, 2005: Leased lot affected by school site

9. April 3, 2006: Interview compiled by A. Quan for Caroline LG Santos
10. May 12, 2006: Approval of application for building and clearing permits, power, water, and telephone services, approved by AD T. Elliott
11. July 8, 2025: Relinquishment of successor claim from Jeffery Santos, son of Caroline Santos, and the death certificate of Caroline Santos submitted
12. October 1, 2025: Charles J. Santos submitted a notarized letter requesting to be the named successor to the agriculture lease for Lot 1, Block 4, Tract 14411, Mangilao

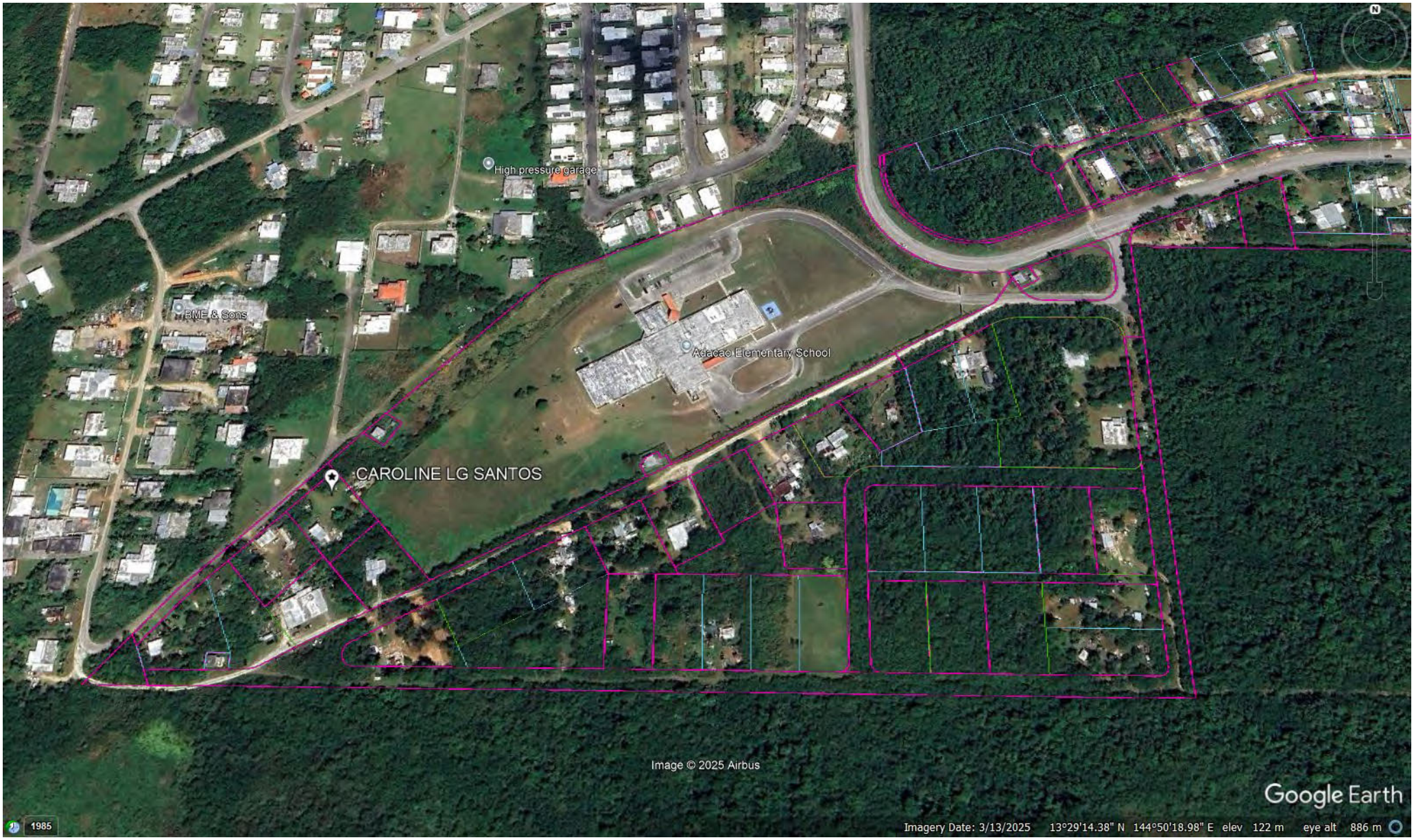
V. SUMMARY

Ms. Caroline LG Santos is deceased; her named successor, Jeffrey W. Santos, has relinquished his successor claim to the agriculture lease for Lot 1, Block 4, Tract 14411, in Mangilao, to his sibling, Charles J. Santos, an eligible beneficiary of the CHamoru Land Trust Commission. Charles J. Santos is the son of Caroline LG Santos as well.

VI. GUIDANCE

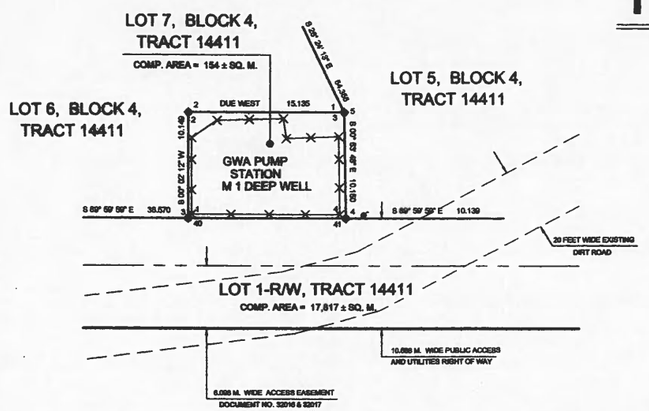
Based on 21 GCA, Chapter 75A, §75A109(3), the Commission shall name Caroline LG Santos's son, Charles J. Santos, as the successor to the agriculture lease for Lot 1, Block 4, Tract 14411, Mangilao. Charles J. Santos has successfully met the eligibility requirements set forth by Public Law 35-112.

CAROLINE LG SANTOS
Tract 14411, Block 4, Lot 1 Adacao Mangilao



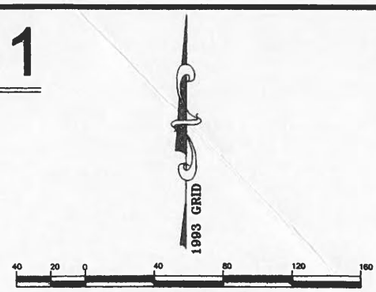
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TRACT 14411

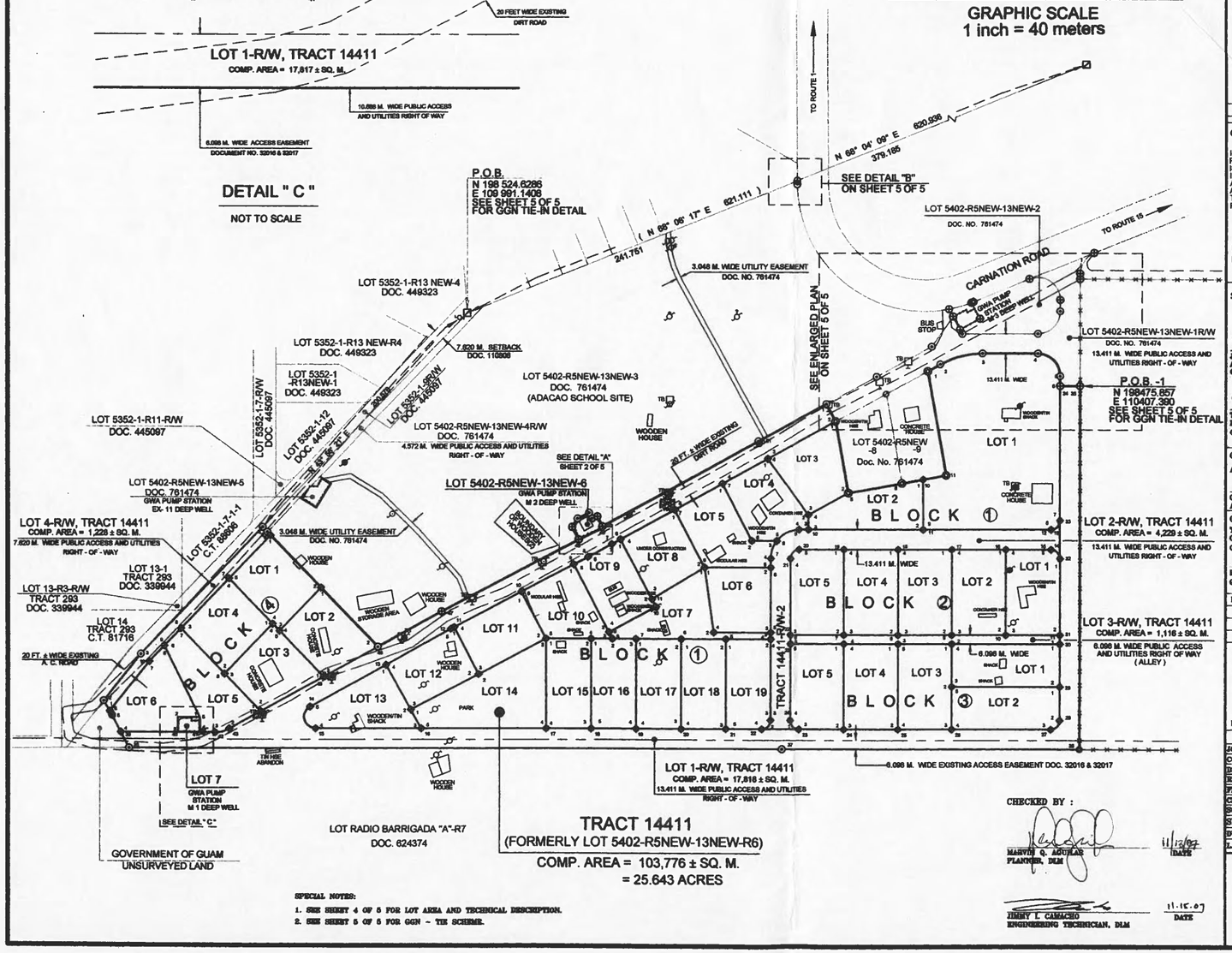


DETAIL " C "

NOT TO SCALE



GRAPHIC SCALE
1 inch = 40 meters



SPECIAL NOTES:

1. SEE SHEET 4 OF 5 FOR LOT AREA AND TECHNICAL DESCRIPTION.
2. SEE SHEET 5 OF 5 FOR GGN - TIE SCHEME.

CHECKED BY :

MARVIN Q. AGUILAR
PLANNER, DLM — 11/13/07 DATE

JIMMY L. CAMACHO
ENGINEERING TECHNICIAN, DLM — 11.15.07 DATE

VICINITY MAP / SEE SHEET 1 OF 5

VICINITY MAP (NOT DRAWN TO SCALE)

NOTES: SEE SHEET 1 OF 5

REFERENCES: SEE SHEET 1 OF 5

LEGEND:

- ◆ Set no. 4 rebar with plastic cap marked DLM.
- ● Found no. 4 rebar with plastic cap set by unknown
- ○ Found no. 4 rebar with plastic cap marked PLS NO. 33, DOC. NO. 454750.
- ⊕ Found no. 4 rebar with plastic cap marked DLM Doc. No. 743941.
- ● Found spike. See Ref. No. 6.
- ● Found no. 4 rebar with cap marked RLS. No. 65 undocumented. See Ref. No. 5.
- ⊕ Found no. 4 rebar with plastic cap marked DLM Doc. No. 781474.
- ⊘ Corner not retraced.
- ☒ Found 4"x4" conc. mon. set by unknown. See Ref. No. 5.
- WV Water Valve
- TB Telephone Box
- Conc. Power Pole With Guy Anchor
- Wooden Power Pole With Guy Anchor
- Conc. Power Pole
- Wooden Power Pole
- Chain link fence

CERTIFICATIONS AND APPROVALS

CERTIFICATION OF PROFESSIONAL LAND SURVEYOR

I, PAUL L. SANTOS, HEREBY CERTIFY THAT THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, THAT IT IS BASED ON A FIELD SURVEY MADE ON MARCH 1 THRU 30, 2007 IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS, AND THAT I AM RESPONSIBLE FOR THE ACCURACY OF THE DATA AND INFORMATION SHOWN HEREON. I ALSO CERTIFY THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED ON THIS MAP.

PAUL L. SANTOS — 11-6-07 DATE
PROFESSIONAL LAND SURVEYOR NO. 68

EXPIRES SEPT. 30, 2008

SATISFACTORY TO AND APPROVED BY :

JOEY T. BORJA — 11-7-07 DATE
ADMINISTRATIVE DIRECTOR
CHAMORRO LAND TRUST COMMISSION

EDWARD D. MCDERA — 11/9/07 DATE
DIRECTOR, DEPARTMENT OF LAND MANAGEMENT
GOVERNMENT OF GUAM

CERTIFICATION OF GUAM CHIEF PLANNER

APPROVAL PURSUANT TO TITLE 21, GUAM CODE ANNOTATED, CHAPTER 62, SUBDIVISION LAW.

CARLOS E. UNTALAN — 11-14-07 DATE
ACTING GUAM CHIEF PLANNER

CERTIFICATION OF GUAM CHIEF SURVEYOR/CHIEF OF CADASTRE

THIS MAP HAS BEEN EXAMINED FOR CONFORMANCE WITH TITLE 21, GUAM CODE ANNOTATED, CHAPTER 60, ARTICLE 5, UNIFORM TRIANGULATION SYSTEM AND REGULATIONS THEREUNDER ON THIS 26th DAY OF November 2007.

PAUL L. SANTOS, PLS # 68
GUAM CHIEF SURVEYOR / CHIEF OF CADASTRE

REVISIONS	DESCRIPTION	APPROVED BY	DATE

SUBDIVISION SURVEY MAP OF TRACT 14411

(FORMERLY LOT 5402-R5NEW-13NEW-R6)

(FOR LEASE PURPOSES ONLY)
MUNICIPALITY OF MANGILAO

LAND SQUARE NO. 14 SEC. NO. 4 — LAND SQUARE NO. 15 SEC. NO. 3

SURVEY DATA			BASIC LOT DATA	
JOB NO.	1026-03-07	MAR. 2007	LOT	5402
COMPUTED BY	EDGAR T.	MAR. 2007	CERTIFICATE OF TITLE NO.	32007
DRAWN BY	EDGAR T.	MAR. 2007	REGISTERED ON	MAY 31,1972
RESEARCHED BY	EDGAR T.	MAR. 2007	ESTATE NO.	21280
FIELD BY	WQ & CREW	MAR. 2007	IN THE NAME OF :	
CHECKED BY	PLS	MAR. 2007		
SCALE IS IN METRIC SYSTEM AS SHOWN			GOVERNMENT OF GUAM	
SHEET 3 OF 5				
DWG. NO. DLM	14-07T702			
L.M. CHECK NO.	067 FY 2007			

GOVERNMENT OF GUAM
GUBETNAMEN GUÅHAN
DEPARTMENT OF LAND MANAGEMENT
DIPÅTTAMENTON MINANEHAN TÅNO'
LAND SURVEY DIVISION
DIBISION AGRAMENSIAN TÅNO'

5-13135 3/3

I JEFFREY W SANTOS, of Legal age, residing and with present address in [redacted] Honolulu, Hawaii. Hereby VOLUNTARY give up my sole and only proprietorship over both parcel of lot #ID 138002305 located in Mangilao, **and** lot ID#1783339282 located in Yigo, Guam to my biological brother CHARLES J. SANTOS of Legal age, with a mailing address at [redacted] Barrigada, Guam 96921

Charles J. Santos will be the only RECEIPIENT of both said parcel of lots ID#138002305, Mangilao and ID#1783339282, Yigo Guam.

Here to attached copy of my driver's license.



In WITNESS, Whereof, I executed this letter of RELINQUISH, this 20 day of 06, 2025.

Signature

JEFFREY W. SANTOS

NOTARY

JOSHUA T. SEITZ NOTARY 18-175 PUBLIC STATE OF HAWAII

JOSHUA T. SEITZ NOTARY 18-175 PUBLIC STATE OF HAWAII

Date 6/20/25 # Pages: 1
Name: Joshua T. Seitz 1st Circuit
Doc. Description: Letter of Authorization

6/20/25
Notary Signature Date

NOTARY CERTIFICATION

RECEIVED
7/8/25

Joshua T. Seitz
My commission expires: 4/22/2026

Doc. No. 38GL-26-2058.*

7/15/25 ✓
RECEIVED

July 15, 2025

To: CHamoru Land Trust Commission
Arlene Bordallo, Chairperson

From: Charles J. Santos

Re: Requesting to be named successor

Madame,

I am writing to request to be the named successor to my mother's (Caroline LG Santos) residential application and lease agreement for Lot 1, Block 4, Tract 14411, Mangilao. I am currently occupying the property and would like to continue occupying the property.

The current named successor is my brother, Jeffery W. Santos; however, he has requested to relinquish his successor claim to me. The letter was submitted to your office along with all the required documents.

Sincerely yours,

Charles J. Santos

Charles J. Santos

Subscribed and sworn to before me this 15th day of July, 2025, by Charles J. Santos.

Notary Public

JONATHAN C. N. TALBO
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: MAY 15, 2029
Commission Number NP: 25-0817P
P.O. Box 12984 Tamuning, Guam 96931

JONATHAN C. N. TALBO NOTARY PUBLIC IN AND FOR GUAM U.S.A.

Doc. No. 38GL-26-2058.*

The Community of Education, Culture, and Sports

Office of the Mayor
Municipality of Mangilao

Allan RG Ungacta, Mayor *Edward JD Tosco, Vice Mayor*

DATE: September 9, 2025

	Catholic Social Services		GHURA
	Department of Revenue and Taxation: Driver's License Section		DPHSS
	Department of Revenue and Taxation: ID	X	Other: Chamorro Land Trust

FROM: Mayor of Mangilao
SUB: Verification of Residence / Request for Assistance
This is to certify that:

Charles J. Santos (HOH)	**Manuel B. & Caroline LG Santos (parents, both deceased)
Consejo N. Santos (sp)	Were residing at this address since 1990.

[redacted]

The above-named individual is seeking assistance from your agency. If I can be of further assistance, please contact me at my office at ***(671)734-2163/5731***.

ALLAN R.G. UNGACTA, MAYOR

RECEIVED
9/10/25

Mangilao Mayor's Office
P.O. Box 786 Hagatna, GU 96932
734-2163/5731/0256/0257
Mangilao96913@gmail.com

Doc. No. 38GL-26-2058.*

CHamoru Land Trust Commission
Land Agent Staff Report

SARA ROSE FLORES

I. MATTER:

This is a request for the cancellation for Sara Rose Flores' residential lease for Tract 15213, Block 04, Lot 17, Mangilao as she and her late husband held the same residential lease type which is contrary to the Act.

II. LEGAL REFERENCES:

Guam Code Annotated § 75A108 Conditions in lease (a) The original lessee shall be a native Chamorro, no less than eighteen (18) years of age. In case two (2) lessees either original or in succession marry, they shall choose the lease to be retained, the remaining lease shall be transferred or cancelled in accordance with the provisions of succeeding sections.

III. FACTS:

1. Original Applicant's Date and Time: December 2, 1995 at 10:22 a.m.
2. Application Number: 181
3. Application Type: Residential
4. Lot Description: Tract 15213, Block 4, Lot 17 in Mangilao
5. Survey Map: No
6. Priority: 1
7. Preoccupier: No
8. Land Use Permit: No
9. Mayor's Certifications: No
10. Lease: Yes, dated January 23, 1997, Unrecorded
11. Location: Tract 1022, Block 01, Lot 15 in Dededo
12. Lease Fee Paid: None
13. Is this a Registered Property: Yes
14. Part of 2018 Ratified Listing: Yes
15. Part of 1995 Listing: Yes
16. Lease Approved by CLTC Board of Commissioners: Yes, Date: September 20, 2018

IV. CHRONOLOGY:

1. January 23, 1997: Residential lease issued to Sara Rose Flores for Tract 1022, Block 01, Lot 15 in the Municipality of Dededo
2. July 9, 2001: 1st Decline of Municipality Award Tract 1022, Block 1, Lot 15 in Dededo for Tract 15213, Block 4, Lot 17 in Mangilao
3. November 8, 2002: Sara Rose Flores marries Charlie Mantanona Martinez, a July 9, 2001 residential lessee for Tract 15213, Block 4, Lot 15 in Mangilao
4. November 28, 2022: Sara Rose Flores nka Sara Rose Flores Martinez submitted a notarized letter requesting to terminate the January 23, 1997 residential lease.

V. SUMMARY:

On January 23, 1997 Mrs. Martinez was issued a residential lease prior to her marriage to Charles Mantanona Martinez. Charles Mantanona Martinez was issued a residential lease. The end result is a married couple with each having a residential lease which is contrary to Guam Code Annotated 75A.

SARA ROSE FLORES

VI. GUIDANCE:

As stated in the Summary, Title 21, Chapter 75A of the Guam Code Annotated § 75A108 Conditions in lease (a) provides statuary guidance supporting approval of the termination of Sara Rose Flores' January 23, 1997 residential lease for Tract 15213, Block 04, Lot 17 in the Municipality of Mangilao issued to effective November 8, 2002.

Gmail Lydia Taleu <lydia.taleu@cltc.guam.gov>

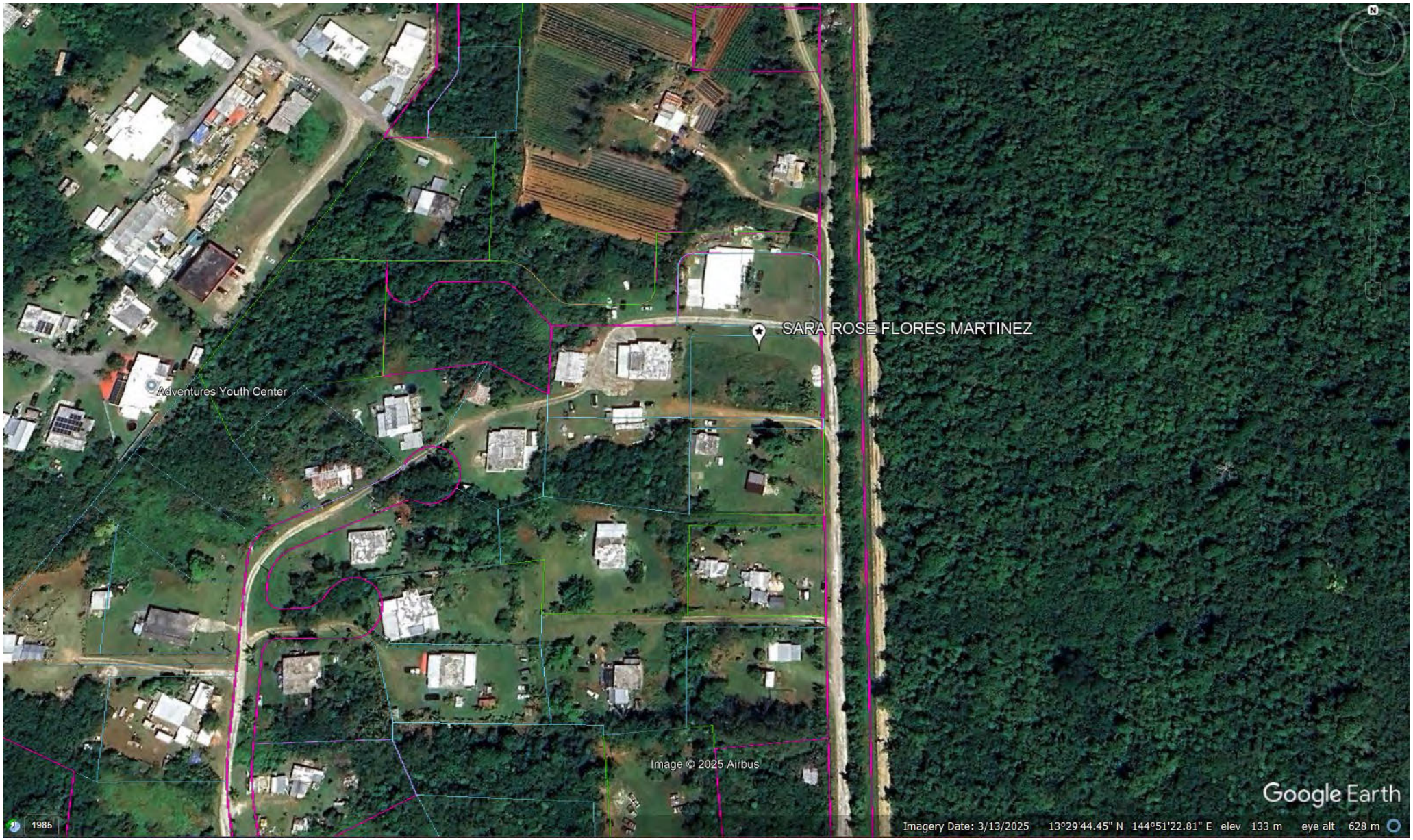
Placement on the Board Meeting Agenda

Sara Martinez [redacted] Wed, Nov 5, 2025 at 12:38 PM
To: Lydia Taleu <lydia.taleu@cltc.guam.gov>

As per my conversation with Ms. Lydia Taleu I am terminating my residential lease and I want to take over my husband Charlie Martinez lease in Mangilao. Thank you for your cooperation and understanding with this process.

My phone number is [redacted] TY
Sent from my iPhone
[Quoted text hidden]

SARA ROSE FLORES MARTINEZ
Tract 15213, Block 4, Lot 17 Mangilao



CHamoru Land Trust Commission
Land Agent Staff Report

CHARLIE MANTANONA MARTINEZ

I. MATTER:
Transfer of residential lease due to death of the original lessee, Charles Martinez to the named successor & wife, Sara Rose Flores Martinez

II. LEGAL REFERENCES:

1. Guam Code Annotated Section §75A109 Successors to Lessees and Applicants (b) Upon the death of the lessee or applicant, his interest in the tract or tracts and the improvements thereon, including growing crops (either on the tract or in any collective contract or program to which the lessee is a party by virtue of his interest in the tract or tracts), shall vest in the relatives of the decedent as provided in this paragraph. From the following relatives of the lessee, or applicant, spouse, children, grandchildren, parents, grandparents, siblings, widows or widowers of the children or siblings, or nieces and nephews, the lessee or applicant shall designate the person or persons to whom he directs his interest in the tract or tracts to vest upon his death.

2. Guam Code Annotated § 75A101. Definitions (d) The [*term*] *eligible beneficiary* means any persons, regardless of race, color, or national origin: (1) whose land was acquired by the United States government between 1898 and 1968, or descendants of such person; or (2) who either occupied, farmed, or ranched land for residential or agricultural purposes for at least one (1) year immediately prior to that land being acquired by the United States government between 1898 and 1968 or descendants of such person; except that if a person occupied, farmed, or ranched on or after December 8, 1941, and the land was acquired at any time after that date and up to 1950, the one (1) year tenure need not have occurred immediately prior to acquisition by the United States government.

3. Guam Administrative Rules and Regulations §6A112 Application for Leases: Transfer of application rights (a) (1) From the following relatives of the lessee, husband and wife, children, widows or widowers of the brothers and sisters, or nieces and nephews, the lessee shall designate the person or persons to whom he directs his interest in the tract or tracts to vest upon his death.

4. Guam Administrative Rules and Regulations §6A132 Successors to Lessees: Designation of Successors. (a) A lessee shall, upon execution of the lease, designate the person in whom lessee directs the interest in the tract to vest upon death. Such person must be qualified to succeed to Chamorro Land Trust property as provided by Public Law 35-112, and these rules.

5. Guam Administrative Rules and Regulations §6A137. Successors to Lessees: Cancellation and surrender. (b) Upon the cancellation or surrender of a residential tract, should it be determined by the commission that the residence constructed on the premises is in such disrepair that demolition of the structure is required, the lessee shall be allowed to sell said structure within ninety (90) days from the date of the cancellation or acceptance of surrender; provided that any proceeds be first used to satisfy any indebtedness to the commission, taxes, or any other indebtedness the payment of which has been assured by the commission, or any costs incurred by the commission for upkeep and cleaning of the leased premises.

CHamoru Land Trust Commission
Land Agent Staff Report

CHARLIE MANTANONA MARTINEZ

III. FACTS:

1. Original Applicant's Date and Time: December 2, 1995 at 10:22 a.m.
2. Application Number: 182
3. Original Application Type: Residential
4. Lot Description: Tract 5402-R5NEW (nka Tract 15213), Block 4, Lot 15 in Mangilao
5. Survey Map: No
6. Priority: 1
7. Pre-occupier: Yes
8. Land Use Permit: No
9. Mayor's Verification (MV): Yes, dated: April 12, 2010, Mangilao
10. Recorded Lease: No
11. Lease: Yes, dated July 9, 2001, Unrecorded
12. Lease Fee Paid: Partial $30.00 balance of $69.00 remaining
13. Is this a Registered Property: Yes
14. Residing on Private Property: No
15. Residing on Guam Ancestral Lands Property: No
16. Part of Null and Void Listing: No
17. Part of 2018 Ratified Listing: Yes
18. Part of 1995 Listing: Yes
19. Part of OPA Audit Listing: No
20. Lease Approved by CLTC Board of Commissioners: September 20, 2018

IV. CHRONOLOGY:

1. June 1, 2001: Residential Interview naming Sara Rose Flores as his named successor
2. July 9, 2001: Residential lease issued to Charlie Mantanona Martinez for Tract 15213, Block 4, Lot 15 in Mangilao
3. November 8, 2002: Charlie Mantanona Martinez marries Sara Rose Flores
4. January 16, 2003: U.S. Small Business Administration Loan Guaranty issued to Charlie M. Martinez and Sara R. Flores
5. February 4, 2010: Death of the original lessee, Charlie Mantanona Martinez
6. April 12, 2010: Verification of Residence for Sara Rose Martinez, Charlie Martinez and Charlene Ann Garcia with no start date issued by Nonito C. Blas, Mayor of Mangilao
7. October 3, 2019: received 2010, 2011, 2012 and 2013 Property Taxes Receipt
8. December 20, 2019: Land lease fees paid in the amount of $30.00 with POS receipt no. 2220001576 with a balance of $69.00 remaining
9. January 16, 2003: Notice of Disqualification for wood and tin structure on 5402-R5NEW, Block 04, Lot 37, Pagat Mangilao for Charlie Mantanona Martinez (SBA Loan No. DLH60070940-00) recorded on January 20, 2003 under IN 667788
10. December 16, 2022: Acting Administrative Director Angela Camacho approved Mrs. Martinez as a CLTC "Eligible Beneficiary"
11. December 19, 2022: Acting Administrative Director Angela Camacho signed letter of verification of eligibility.

12. October 27, 2025: Review of the Department of Land Management Land Web finds no evidence of the clearance of the SBA loan

V. SUMMARY:

The original lessee, Charlie Mantanona Martinez named Sara Rose Flores as his successor prior to their marriage. Mr. and Mrs. Martinez receive a U.S. Small Business Administration Loan for the structure on his leased lot. Mr. Martinez died on February 4, 2010. Charlie Mantanona Martinez's July 9, 2001 residential lease can be transferred to her based on Guam Code Annotated Chapter 75A §75A109 and Guam Administrative Rules Chapter 6A § 6A137.

VI. GUIDANCE:

1. As stated in the Summary, Title 21, Chapter 75A of the Guam Code Annotated § 75A109 Successors to leases and applicants (b) provides statuary guidance supporting approval of Sara Rose Flores Martinez as the successor to Charlie Mantanona Martinez under Residential Lease for Lot 5402-R5NEW, Block 04, Lot 37, Pagat Mangilao

2. Title 18, Chapter 6A of the Guam Administrative Rules § 6A137 Successors to Lessees: Cancellation and surrender (b) provides the statuary guidance supporting the transfer of Charlie Mantanona Martinez's July 9, 2001 Residential Lease for Lot 5402-R5NEW, Block 04, Lot 37, Pagat Mangilao to his widow, Sara Rose Flores Martinez upon the completion of the following:

A. Clearance of Land Lease Fees in the amount of sixty-nine dollars ($69.00)
B. Clearance of all outstanding property taxes
C. Completion of a recorded survey map for Lot 5402-R5NEW, Block 04, Lot 37, Pagat Mangilao containing an area of 2,000 square meters
D. Final site inspection to ensure the property is adhering to conditions set in the residential lease.


Kumision Inangokkon Tano' CHamoru
GREAT SEAL OF GUAM
GUAM
TANO'I MAN CHAMORRO
CHamoru Land Trust Commission

AGFAYAN, INC.

CHamoru Land Trust Commission
Land Agent Staff Report

Agfayan Inc.

I. MATTER(S): Commercial License Term shall be for a period not to exceed twenty-one years, commencing July 1, 2025 and ending at midnight on July 1, 2025. Agfayan is requesting to correct the expiration date to read July 1, 2026 to comport to the 21-year agreement.

II. LEGAL REFERENCE(S):

§75A122(b)(3) The lots identified in this Subsection may be leased or licensed by the CLTC to the general public pursuant to § 75A105(d) of Chapter 75A of Title 21, Guam Code Annotated, for commercial use and for a term not to exceed twenty-five (25) years; or licensed pursuant to § 75A107(c) of Chapter 75A, Title 21, Guam Code Annotated, for a term not to exceed twenty-one (21) years, unless otherwise approved by I Liheslaturan Guåhan for a longer term.

III. FACTS

1) Commercial License Commencement Date: July 1, 2005
2) Commercial License Expiration Date: July 1, 2025
3) Option to Extend: Successive additional period of twenty-one (21) years from and after the Termination Date.
4) In order to exercise said option to extend: Licensee shall deliver to Licensor written notice of intent to extend the term, no later than sixty (60) days before the end of the ten-current term of the Agreement.

IV. CHRONOLOGY

1) July 2025 CLTC denied payment by Agfayan Inc. due to lease expiration date of July 1, 2025 and non-compliance of exercising Option to Extend condition.
2) September 11, 2025 a letter issued to CLTC from the Law Offices of Cunliffe & Cook.

V. SUMMARY

The Commercial License awarded to Agfayan Inc was for a period not to exceed twenty-one (21) years. The commencement date and expiration date explicitly stated in the License is for a period of twenty (20) years which complies with §75A122(b)(3) of not exceeding twenty-one (21) years.

VI. GUIDANCE

The differences in the stated start and end dates, as well as the maximum duration, create ambiguity in interpreting and applying the terms and conditions of the Commercial License. According to §75A122(b)(3) and the maximum period outlined in the Commercial License, the CLTC board can consider a one-year extension for the Commercial License expiring on July 1, 2026, without violating any current rules, regulations, or statutes.

F. RANDALL CUNLIFFE
JEFFREY A. COOK

XXXXXXXXXXXXXX

LAW OFFICES
Cunliffe & Cook
Suite 200
210 Archbishop Flores Street
Hagåtña, Guam 96910

TELEPHONE (671) 472-1824
TELEFAX (671) 472-2422
E-MAIL cclaw@teleguam.net

September 11, 2025

HAND DELIVER

CHAMORRO LAND TRUST COMMISSION
590 S. Marine Corps Dr.
ITC Bldg. Ste. 222
Tamuning, Guam 96913
EMAIL: cltc.admin@cltc.guam.gov

ATTN: Acting Director

RE: **Chamorro Land Trust Commercial License Agreement With Agfayan Inc.**

Dear Acting Director:

This office represents Agfayan Inc. Mr. Peter San Nicolas recently brought to my attention an issue that needs to be addressed. The lease agreement entered into with the Chamorro Land Trust Commission (CLTC) in 2005, provides for a 21-year lease. See, paragraph 6, "or expiration of 21 years". In paragraph II, there is a typographical error in that it says it commences on July 1, 2005 and ends midnight July 1, 2025. That should have been 2026 to comport to the 21-year agreement. Further, a few years ago, Mr. San Nicolas submitted a notice to the CLTC of the extension of the lease.

Mr. San Nicolas recently attempted to make his payment to the Treasurer of Guam and was told that the lease had expired. We would like to get this matter corrected so that Mr. San Nicolas may make his payment and continue with the lease he entered into with the Chamorro Land Trust Commission.

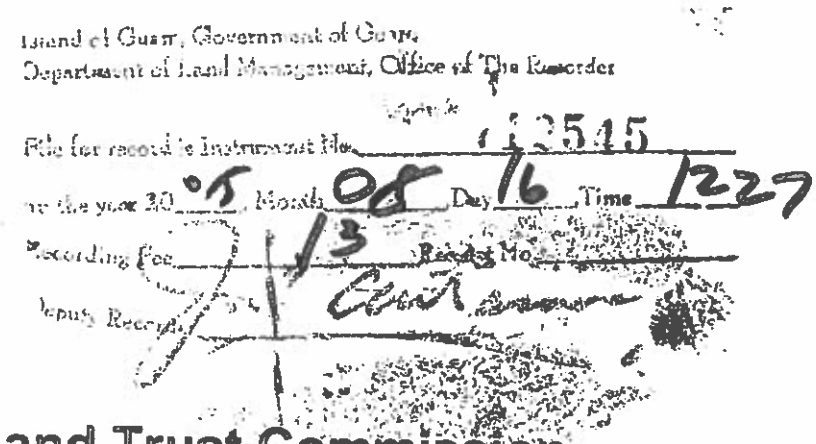
Your prompt attention to this matter is appreciated.

Sincerely,

CUNLIFFE & COOK

F. RANDALL CUNLIFFE

FRC:rsb Letters 2025
September S-0318



Chamorro Land Trust Commission
Commercial License Agreement

THIS LICENSE AGREEMENT is made effective as of July 1, 2005 by and between the **Chamorro Land Trust Commission** whose mailing address is P.O. Box 2950, Agana, Guam 96910 **("Licensor")** and **Agfayan, Incorporated** whose mailing address is P.O. Box 217955 Guam Main Facility Barrigada Guam, 96921 **("Licensee").**

RECITALS

WHEREAS, Licensor has jurisdiction over Lot No. 10063 REM PORTION-3, Municipality of Dededo, Guam, by virtue of the "Administrative Transfer of Jurisdiction of Certain Government of Guam Lands" dated January 19, 1994, recorded under Document No. 503740 at the Department of Land Management; and

WHEREAS, Licensee had demonstrated interest to the government of Guam in commercially leasing Lot No. 10063 REM PORTION-3, Municipality of Dededo, Guam, containing an area of 5,432 ± square. meters, more accurately described and delineated in Exhibit "A" of this Agreement, hereinafter referred to as the "PROPERTY" for the purpose of a locally owned and managed Farmer's Retail Outlet with related consumer services facilities; and

WHEREAS, Licensee has been engaged in the operation of cultivating aquaculture produce on island and providing these produce commodities to the local market; and

Initials: TAF

WHEREAS, Licensee is certified by the Government of Guam's Department of Agriculture as a bonafied farmer; and

WHEREAS, Licensee's aquaculture farm activities has been and continues to be a vital resource for the University of Guam's College of Agriculture and Life Sciences internship program; and

WHEREAS, Licensee's aquaculture farm activities has been and continues to be a leading role model of Guam's Farming Industry for the elimination of related imported food commodities by providing fresh produce to the local markets; and

WHEREAS, Licensee, realized a need to provide additional food and related commodities and consumer services facilities for wholesaling and retailing activities for local residents; and

WHEREAS, Licensor received testimony from Licensee, outlining its intentions, proposed activities and physical plant layout within the PROPERTY; and

WHEREAS, Licensee has outlined its intentions of providing accommodations for Flea Market Vendors

WHEREAS, Licensee, is particularly interested in the PROPERTY; and

WHEREAS, Licensor has determined that highest and best use of the PROPERTY is not realized in residential, Industrial, or agricultural activities; and

WHEREAS, the PROPERTY can be used most effectively by Licensee; and

WHEREAS, Licensor has the authority to grant a twenty one (21) year license for such purposes pursuant to §75107(c) of Title 21, Guam Code Annotated; and

WHEREAS, on April 20, 2000 Licensor approved to grant such license;

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

I

GRANT OF LICENSE; DESCRIPTION OF PROPERTY

Licensor hereby grants to Licensee a license to occupy and use, subject to all of the terms and conditions of this Agreement, the following described real PROPERTY:

Initials: TAE

Lot No. 10063 REM PORTION-3, Municipality of Dededo, **Guam,** containing an area 5,432 ± square. meters, as delineated in that certain sketch marked Exhibit "A" attached and made a part hereof.

In order to comply with federal and local law and regulations, and to protect public safety, Licensee may use any and all reasonably appropriate means of restricting public access to Licensee's equipment and/or facilities; provided, however, the Lessor shall have the right to itself and to the agents and representatives of the government in which said licensed PROPERTY are situated, to enter and cross any portion of said licensed PROPERTY for the purpose of performing any public or official duties; provided, further, in the exercise of such rights, the Lessor shall not unreasonably interfere with the Licensee's use and enjoyment of the PROPERTY.

II

TERM

Except as otherwise provided herein, the term of this Agreement shall be for a period not to exceed twenty one (21) years, commencing July 1, 2005 (the "Commencement Date") and ending at midnight on July 1, 2025 (the "Termination Date").

III

OPTION TO EXTEND

Licensee shall have the right to extend the term of this Agreement upon the same terms, covenants and conditions as herein contained, except as otherwise provided herein, for one (1) successive additional period of twenty one (21) years from and after the Termination Date hereof. In order to exercise said option to extend; Licensee shall deliver to Licensor written notice of the intent to extend the term, no later than sixty (60) days before the end of the then-current term of the Agreement. Such notice shall include a market value appraisal of the aforementioned real property for determining fair market rental value of the property relative to the period in which the option to extend the term of the license is being exercised by the Licensee. Such appraisal report shall be conducted by a qualified appraiser licensed to do business on Guam. In no event shall the term of this Agreement and any extensions thereof exceed the period stipulated herein.

Initials: TAE

IV

LIMITATION TO DESCRIBED PURPOSE

The PROPERTY may be occupied and used by licensee solely for the activities proposed by Licensee and for incidental purposes relative to a Farmer's Produce & General Merchandise Retail Outlet to include but not limited to consumer services facilities from the Commencement Date, and continuing until this agreement is terminated as provided herein. In no event shall licensee begin any required licensed activity without obtaining all requisite authorization and permits from the appropriate Government of Guam and/or Federal Agency or Authority.

V

COMPENSATION

Licensor and Licensee expressly acknowledge that a deferment of compensation for this license shall be allowed for the construction period of six (6) months commencing on the effective date of this agreement.

Licensor and Licensee expressly acknowledge that compensation for this license shall be equal to six percent (6%) per year of the fair market value of the PROPERTY, and that the initial fair market value has been determined and mutually agreed upon to be **Seven Hundred Thousand and No/100 Dollars ($700,000.00).**

1. The initial monthly rental fee is **Three Thousand Five Hundred and 00/100 Dollars ($3,500.00)**, based upon the fair market rental value of the licensed property. The monthly fee is payable monthly in the amount of **$3,500.00** due on the beginning term of the lease as stated in paragraph I and monthly thereafter.
2. If Licensee shall exercise its option to extend the term of the Agreement, the monthly fee during the extended term shall be determined to be equal to one twelfth (1/12) of six percent (6 %) of the fair market value of the leased land, exclusive of the improvements on the PROPERTY. Determination of fair market

Initials: TAE

value shall be based on the highest and best use of the land on the applicable rent adjustment date, taking the leasehold into account. The determination shall take into account the parties agreement that the initial monthly fee is the above stated percentage applied to a fair market value of $700,000.00 and shall also take into account any determination of market value made under this license for the purpose of adjustments for the period preceding the applicable rent adjustment date.

VI
TERMINATION

This Agreement may be terminated by either party on ninety (90) days written notice for cause. For purposes of this Agreement, cause shall mean the non-compliance of any provisions of this Agreement, the Chamorro Land Trust Act, or any adjudicated regulations of the Licensor. Pursuant to 21 Guam Code Annotated Section 75107(c), the term of this Agreement shall be for a period not to exceed twenty-one (21) years. Upon termination by notice for cause for non-compliance of any provisions of this Agreement, the Chamorro Land Trust Act, any adjudicated regulations of the Licensor, or expiration of twenty-one (21) years, this Agreement shall become null and void, except that either party may enforce any and all obligations of Licensee arising out of acts or failure to act, occurring prior to such termination.

VII
TAXES AND FEES

Any and all taxes, fees and assessments, to include, taxes on improvements to Chamorro Land Trust Lands and assessments of Payments in lieu of Real Property Taxes on Chamorro Land Trust Land, as provided pursuant to Section 9 of Public Law 24-168, levied upon the real property described herein shall be borne and paid for by the Licensee.

VIII
NO INTEREST IN REAL PROPERTY

Licensee expressly acknowledges and agrees that it does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the above described

Initials: TAE

real property of Licensor, by virtue of the rights granted under this Agreement or its occupancy or use granted herein.

IX

ASSIGNMENT OF RIGHTS

The rights of Licensee under this Agreement are personal to Licensee and may not be transferred or assigned to any other person, firm, corporation or other entity.

X

INDEMNIFICATION OF LICENSOR

In consideration of the privilege granted by this Agreement, Licensee shall not claim any costs, claims or damages from Licensor in connection with or on account of any injuries or damages arising in or on the real property described above regardless of the fault or negligence of Licensor while being used by Licensee and Licensee's Officers, employees, members, guest(s) or invitees and Licensee shall indemnify Licensor from any and all costs, losses, claims or damages of any kind or nature arising in connection with the use of the real property described above by Licensee and Licensee's officers, employees, members, guest(s)s or invitees.

XI

NO WARRANTY

Licensor does not warrant or represent that the real property described above is suitable for the purposes for which it is permitted to be used, nor that the Licensee is specifically entitled to the issuance of any permits necessary to carry out any activity on said real property.

XII

ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

Initials: TAE

XIII

MODIFICATION OF AGREEMENT

Any modification of this Agreement or additional obligation shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

XIV

GOVERNING LAW

It is agreed that this Agreement shall be governed by, constructed, and enforced in accordance with 21 GCA, Chapter 75, and the laws of Guam.

XV

NO WAIVER

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same continue and remain in full force and effect as if no such forbearance or waiver had occurred.

XVI

BINDING EFFECT

This Agreement shall bind and inure to the benefit of any respective successors of the parties.

XVII

NOTICES

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail to the respective address of each party as set forth at the beginning of this Agreement.

Initials: TAE

XVIII

REMOVAL OF IMPROVEMENTS UPON TERMINATION

Upon termination, if Licensor so requests, Licensee at Licensee's sole expense, shall remove all improvements constructed or erected on the real property described herein.

XIX

INDEMNIFICATION OF CHAMORRO LAND TRUST COMMISSION

Notwithstanding anything to the contrary in this license and irrespective of any insurance carried by Licensee for the benefit of Chamorro Land Trust Commission, Licensee agrees to hold Chamorro Land Trust Commission harmless from any claim or demand by third persons for loss, damage, or injury including claims for property damage, personal injury or wrongful death occurring in, on, or about the PROPERTY, including sidewalks and parking areas adjacent thereto, or occasioned by any nuisance made or suffered on the PROPERTY, or by any fire thereon, or growing out of, or cause by any failure on the part of the Licensee to maintain the PROPERTY in a safe condition and will reimburse Chamorro Land Trust Commission for all costs and attorneys' fees in connection with the defense of any such claim.

XX

PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

Licensee will procure, at its own cost and expense and keep in force during said term for the mutual benefit of Chamorro Land Trust Commission and Licensee, a policy of comprehensive liability insurance in such form and with such insurance company as Chamorro Land Trust Commission shall approve, with minimum limits of not less than $300,000.00 for injury or death to one person and not less than $100,000.00 for any one occurrence, and a policy in the sum of $100,000.00 insuring against the claims of third persons for property damage. Said policy or policies or copies thereof must be deposited with the Chamorro land Trust Commission and must cover the PROPERTY, including entrances to the PROPERTY and sidewalks and parking areas adjacent to the PROPERTY. Chamorro land Trust Commission may review the foregoing limits of coverage and require increases therein but shall not require increases more frequently than annually. Said policy or policies shall also contain a clause stating that the insurer

Initials: TAE

will not cancel or change insurance coverage without first giving Chamorro Land Trust Commission and Licensee thirty (30) days prior written notice of such change or cancellation.

XXI

PRE-EXISTING CONDITIONS AND RELEASE OF LIABILITY

Parties recognize there may be known or unknown pre-existing conditions on subject property, and agree to hold each other harmless from any liability arising out of such conditions.

IN WITNESS THEREOF, each party to this Agreement has caused it to be executed at Agana, Guam, on the due date and year first above written.

By: _____

Thomas A. Elliott
Administrative Director
Chamorro Land Trust Commission
Date: 6/16/05

By: _____

Peter P. San Nicolas
President
Agfayan, Incorporated
Date: 6-17-05

Initials: _____ _____
TAE

ACKNOWLEDGEMENT

On this 22nd day of June, 2005, before me the undersigned notary personally appeared Thomas A. Elliott, Administrative Director, known to me to be the person whose name is subscribed to the within instrument and for it's stated purpose.

In witness whereof I have hereunto affixed my name and official seal.

JOEY G. LEON GUERRERO NOTARY PUBLIC

Notary Public _____
My Commission Expires _____

JOEY G. LEON GUERRERO
Notary Public
In and for Guam, U.S.A.
My Commission Expires: October 15, 2005
P.O. Box 2950, Hagatna, Guam 96932

On this 17th day of June, 2005, before me the undersigned notary personally appeared Peter P. San Nicolas, known to me to be the person whose name is subscribed to the within instrument and for it's stated purpose.

In witness whereof I have hereunto affixed my name and official seal.

Notary Public _____
My Commission Expires 5-13-06

ANTHONY M. MANIBUSAN
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: May 13, 2006
Suite 200, 210 Archbishop F.C. Flores Street
Hagatna, Guam 96910

TERRITORY OF GUAM
DEPT. OF LAND MANAGEMENT
OFFICE OF THE RECORDER

1990 JUL 23 P 1:27

RECORDER FEE $ _____

VOUCHER NO. Exempt

00000438411
INSTRUMENT NUMBER

DEPUTY RECORDER

REFERENCES

1. MAP OF PLAN & PROFILE FOR HARMON LOOP ROAD, SHT. 7 OF 13 PREPARED BY DEPT. OF PUBLIC WORKS
2. MAP OF MACHECHE ROAD - PLAN & PROFILE PREPARED BY DEPT. OF PUBLIC WORKS SHT. 3 OF 4
3. TWO (2) LOTS - 72T 236, PARCELLING OF BASIC LOT 10063, PREPARED BY DEPT. OF LAND MGMT. LM # 641-FY 72 DOC # 273760

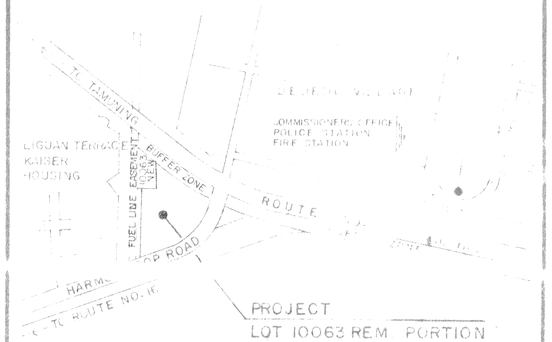
NOTE: NO. 5

(A) RIGHT OF WAY ALIGNMENT WITHIN THE 25' WIDE BUFFER ZONE IS FOR INFORMATION PURPOSES ONLY AND SUBJECT TO CHANGE.

(B) LOT 10063 NEW AND LOT 10063 REM PORTION WILL BE CONSOLIDATED AT A LATER DATE

SYMBOLS

- GGTN TRIANGULATION STATION
- #4 REBAR SET, MARKED GOV-GUAM
- REBAR FOUND, SET BY UNKNOWN
- REBAR FOUND, SET BY PJAG
- WATER METER
- WATER VALVE
- SEWER MANHOLE
- ELECTRIC BOX
- TELEPHONE BOX
- CABLE MARKER
- WOOD POWER POLE W/ GUY WIRE
- CONC. POWER POLE W/ GUY WIRE
- LIGHT POST
- EXISTING FIRE HYDRANT
- EXISTING CHAIN LINK FENCE



LOCATION MAP
NOT TO SCALE

NOTES

1. SURVEY WAS BASED ON FOUND CORNERS AS SHOWN.
2. [illegible] ARE IN FEET [illegible]
3. BEARINGS AND DISTANCES IN PARENTHESIS ARE RECORD DATA ALL OTHERS ARE 1963.
4. BASIC LOT 10063 REM PORTION IS AN INTERVAL PART OF BASIC LOT 10156 SEE REF #3

CERTIFICATION:

I, NICANOR B. CARINO, HEREBY CERTIFY THAT THIS MAP WAS PREPARED UNDER MY DIRECT SUPERVISION, THAT IT IS BASED UPON A FIELD SURVEY MADE IN JULY 1989, AND THAT IT MEETS ALL THE REQUIREMENTS OF CHAPTER 9, TITLE XIV OF THE GOVERNMENT CODE OF GUAM AND REGULATIONS THEREUNDER.

TERRITORIAL SURVEYOR — DATE 8.16.89

APPROVAL PURSUANT TO PUBLIC LAW 6-134 TITLE 9 GOVERMENT CODE OF GUAM

TERRITORIAL PLANNER (ACTING) — DATE

APPROVED

DIRECTOR OF LAND MANAGEMENT — DATE

SURVEY DATA		
SUBJECT	BY	DATES
JOB NO	548-08-89	JULY 1989
RESEARCHED	B.T. ORTEGA	JULY 1989
FIELD	JLG/RD/CREW	JULY 1989
FIELD SUPV.	B.T. ORTEGA	JULY 1989
COMPUTED	B.T. ORTEGA	JULY 1989
DRAWN	J.G. ISAAC	AUG. 1989
CHECKED	N.B. CARINO	AUG. 1989

ABSTRACT OF TITLE
BASIC LOT 10056 (SEE NOTE 4)
CERT. OF TITLE 8231
REGISTERED ON JULY 29, 1955
IN NAME OF GOVERNMENT OF GUAM

REV	DATE	BRIEF DESCRIPTION	BY	DATE	APPROVED

REAL ESTATE REQUIREMENTS
PARCELLING OF
LOT 10063 REM PORTION
(POLICE AND FIRE STATION SITES)
MUNICIPALITY OF DEDEDO
LS 14 SEC. 1

GOVERNMENT OF GUAM
DEPARTMENT OF LAND MANAGEMENT
LAND SURVEY DIVISION

SCALE 1" = 60'
SHEET 1 OF 1

DRAWING NUMBER
L.M. CHECKED NO. 474 - FY 89
LAND MANAGEMENT I4-89T 346

CURVE DATA					
COURSE	Δ	R	L	C	CHB
(A)	(03° 42' 12") 03° 12' 22"	(1,694.28') 1,694.28'	(109.50') 94.81'	(109.49') 94.80'	(S 72° 08' 44" W) S 71° 53' 49" W
(B)	18° 50' 00"	450.00'	147.92'	147.25'	S 19° 57' 04" W
(C)	59° 45' 33"	340.00'	354.62'	338.76'	S 40° 24' 51" W
(D)	05° 32' 54"	2,034.86'	197.05'	196.97'	S 68° 46' 45" E
(E)	03° 12' 28"	2,034.86'	113.92'	113.91'	S 64° 24' 04" E
(F)	02° 50' 30"	2,034.86'	100.92'	100.91'	S 61° 25' 35" E
(G)	06° 57' 34"	2,034.86'	247.16'	247.01'	S 56° 26' 33" E
(H)	(20° 21' 02") 20° 31' 58"	(2,034.86') 2,034.86'	(722.73') 729.22'	(718.95') 725.33'	(S 61° 17' 10" E) S 61° 17' 13" E
(I)	71° 25' 06"	60.00'	74.79'	70.04'	N 25° 10' 28" W
(J)	101° 45' 48"	61.56'	109.34'	95.52'	N 61° 24' 59" E

7052


AGFAYAN, INC. (COMMERCIAL)
Lot 10063 REM PORTION-3
Approximately = 5,432 +/- sqm
OLD FLEA MARKET



Recruitment of CLTC Attorney

I MINA'TRENTAI OCHO NA LIHESLATURAN GUÅHAN
2028 (FIRST) Regular Session

Bill No. XX-38

Introduced by: _____

AN ACT TO *AMEND* §75A102(b), CHAPTER 75A, TITLE 21, GUAM CODE ANNOTATED, RELATIVE TO ALLOWING THE CHAMORRO LAND TRUST COMMISSION TO EMPLOY LAND/CONTRACTUAL ATTORNEYS FOR THEIR EXCLUSIVE USE.

BE IT ENACTED BY THE PEOPLE OF GUAM:

Section 1. Legislative Findings and Intent. *I Liheslaturan Guåhan* finds that, since the enactment of Chapter 75 and Chapter 75A of Title 21 of the Guam Code Annotated, the Chamorro Land Trust Commission has employed several of different Attorneys throughout the years to provide legal guidance to perform its mission within the parameters of the law.

Furthermore, *I Liheslaturan Guåhan* finds that in the past several of years CLTC has relied on the Office of the Attorney General of Guam to provide legal services that does not extend to litigation services.

I Liheslaturan Guåhan further finds that, despite laws that were just enacted as far back as four years the need for an Attorney is needed to provide the legal guidance needed to address the residential and agriculture leases that have been awarded contrary to law.

I Liheslaturan Guåhan recognizes that the CLTC corrective actions that will be taken may result in CLTC possibly being sued.

DRAFT

It is therefore the intent of *I Liheslaturan Guåhan* to amend §75A102(b), Chapter 75A, Title 21, Guam Code Annotated, to allow the CLTC to employ a staff attorney in the Unclassified employment status.

Section 2. §75A102(b), Chapter 75A, Title 21, Guam Code Annotated is hereby *amended* to read:

(b) Notwithstanding any other provision of law, the Commission may employ such clerical and other assistants who shall be classified employees as may be necessary to effectively execute its responsibilities. In addition, the Commission shall employ and fix the compensation for an Administrative Director who shall serve in a full-time capacity and who shall exercise such powers and authority as may be delegated to him by the Commission. The Director shall be a native Chamorro. Furthermore, the Commission may employ and fix the salary of an Unclassified staff Attorney and professional consultants.

Section 3. Severability. If any provision of this Act or its application to any person or circumstance is found to be invalid or inorganic, such invalidity shall not affect other provisions or applications of this Act which can be given effect without the invalid provisions or application, and to this end the provisions of this Act are severable.

Section 3. Effective Date. This Act shall be effective upon enactment.

DRAFT



Proposed Bill for Unregistered Properties

I MINA'TRENTAI SIETTE NA LIHESLATURAN GUÅHAN

2025 (First) Regular Session

Bill No. ___-38

Introduced by: _____

_____

AN ACT TO ADD § 127A OF ARTICLE 1, TITLE21, GUAM CODE ANNOTATED, RELATIVE TO THE CHAMORU LAND TRUST COMMISSION.

BE IT ENACTED BY THE PEOPLE OF GUAM.

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

_____.

Section 2. A new Section 127A is hereby added to Article 1, Title 21, Guam Code Annotated to read as follows:

§127A. Registration of Leased Lands.

a. The Registrar of Titles shall register the following parcels in the name of the CHamoru Land Trust Commission:

1. Lot 253, Municipality of Agat
2. Lot 257, Municipality of Agat
3. Lot 258, Municipality of Agat
4. Lot 260, Municipality of Agat
5. Lot 279, Municipality of Agat
6. Lot 466, Municipality of Agat

7. Lot 472, Municipality of Agat
8. Lot 464, Municipality of Agat
9. Lot 495, Municipality of Agat
10. Lot 10140-R1, Municipality of Dededo
11. Lot 10148, Municipality of Dededo
12. Lot 10162, Municipality of Dededo
13. Lot 10164, Municipality of Dededo
14. Lot 5246-3, Municipality of Dededo
15. Lot 10157, Municipality of Dededo
16. Lot 172, Municipality of Inarajan
17. Lot 1-EST-324, Municipality of Inarajan
18. Lot 1-IJA, Municipality of Inarajan
19. Lot 2, Municipality of Inarajan
20. Lot 2-IJA, Municipality of Inarajan
21. Lot 217, Municipality of Inarajan
22. Lot 222, Municipality of Inarajan
23. Lot 228, Municipality of Inarajan
24. Lot 380-2, Municipality of Inarajan
25. Lot 380-R2, Municipality of Inarajan
26. Lot 387, Municipality of Inarajan
27. Lot 87, Municipality of Inarajan
28. Lot 5380-R2, Municipality of Mangilao
29. Lot 5431, Municipality of Mangilao
30. Lot 448, Municipality of Merizo
31. Lot 449, Municipality of Merizo
32. Lot 452, Municipality of Merizo
33. Lot 455, Municipality of Merizo

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34. Lot 458, Municipality of Merizo
35. Lot 460, Municipality of Merizo
36. Lot 461, Municipality of Merizo
37. Lot 462, Municipality of Merizo
38. Lot 480, Municipality of Merizo
39. Lot 527, Municipality of Merizo
40. Lot 162, Municipality of Mongmong-Toto-Maite
42. Lot 165, Municipality of Mongmong-Toto-Maite
43. Lot 170-A-1, Municipality of Piti
44. Lot 217, Municipality of Piti
45. Lot 286, Municipality of Piti
46. Lot 289, Municipality of Santa Rita
47. Lot 3460, Municipality of Sinajana
48. Lot 3465, Municipality of Sinajana
49. Lot 3472, Municipality of Sinajana
50. Lot 7-R1, Municipality of Talafofo
51. Lot 417, Municipality of Talafofo
52. Lot 418, Municipality of Talafofo
53. Lot 419, Municipality of Talafofo
54. Lot 420, Municipality of Talafofo
55. Lot 421, Municipality of Talafofo
56. Lot 422, Municipality of Talafofo
57. Lot 5001, Municipality of Tamuning
58. Lot 5002, Municipality of Tamuning
59. Lot 5074-1-1, Municipality of Tamuning
60. Lot 124-R1, Municipality of Umatac
61. Lot 126, Municipality of Umatac

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62. Lot 127, Municipality of Umatac
63. Lot 272, Municipality of Umatac
64. Lot 275, Municipality of Umatac
65. Lot 74, Municipality of Umatac
66. Lot 77, Municipality of Umatac
67. Lot 93, Municipality of Umatac
68. Lot 7055, Municipality of Yigo
69. Lot 7153, Municipality of Yigo
70. Lot 7154, Municipality of Yigo
71. Lot 102-R1, Municipality of Yona
72. Lot 124, Municipality of Yona
73. Lot 153-R1, Municipality of Yona
74. Lot 200, Municipality of Yona
75. Lot 201, Municipality of Yona
76. Lot 203, Municipality of Yona

The registration of the parcels set forth in this subsection shall be the same as the issuance of a decree as provided for in Section 29117 of Chapter 29, Title 21, Guam Code Annotated. A certificate of title shall be issued to the CHamoru Land Trust Commission as provided for in Section 29124 of Chapter 29, Title 21, Guam Code Annotated.

b. Easements and Rights of Way

Within thirty days of the issuance of the Certificates of Title as provided in subsection a of this section, the CHamoru Land Trust Commission shall provide notice of the title registrations to the Department of Public Works, the Guam Power Authority and the Guam Water Authority. These agencies shall have two years within which to request that the CHamoru Land Trust Commission grant the agency a public purpose easement on the registered lands. The CHamoru Land

Trust Commission shall consent and grant to the agency all reasonable requests for a public purpose easement.

c. Preexisting Claims

Notwithstanding Section 29117 of Chapter 29, Title 21, Guam Code Annotated, any person or entity claiming a right, title or interest in the lands set forth in subsection a that preexists the registration of these lands in the name of the CHamoru Land Trust Commission shall have one year from the date of registration of the properties as provided for in this section to file a notice of claim as provided for in Chapter 6 of Title 5, Guam Code Annotated. Any preexisting claim not asserted in accordance with this subsection shall be forever barred. Any claim properly noticed shall be resolved in accordance with the provisions of Chapter 6 of Title 5, Guam Code Annotated.

Section 3. Severability. If any of the provisions of this Act or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect any other provision or application of this Act which can be given effect without the invalid provision or application, and to this end the provisions of this Act are severable.

Section 4. Effective Date. This Act shall become effective upon enactment.

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COMMENCEMENT OF LEASE AWARD PROCESS

Next 200 Applicants Waiting to be Process

NUMBER	Type	Name	Mailing Address	Village/City/Town	State	Zip Code	Intake	Date of Application	Time of Application	Numerical Sequence
1	A	Antonio Babauta Fejarang	[redacted]	GMF, Barrigada	Guam	96921-	Piti	12/2/1995	10:29 AM	156
2	R	Christine Marie Cruz Pangelinan		GMF, Barrigada	Guam	96921-	Astumbo	12/2/1995	10:29 AM	158
3	A	David Garrido Quitugua		GMF, Barrigada	Guam	96921-	Yona	12/2/1995	10:29 AM	192
4	R	Bernadita Seman Villagomez		GMF, Barrigada	Guam	96921-	Dededo	12/2/1995	10:29 AM	217
5	R	Gloria Aguon Igisaiar		Dededo	Guam	96929-	Dededo	12/2/1995	10:29 AM	218
6	R	Sherry Joy Bamba Quintanilla		Santa Rita	Guam	96915-	Merizo	12/2/1995	10:30 AM	155
7	R	Kevin M. Cruz		GMF, Barrigada	Guam	96921-	Astumbo	12/2/1995	10:30 AM	160
8	R	Elizabeth Cruz White		Maite	Guam	96910-	Astumbo	12/2/1995	10:30 AM	160
9	A	Vicente Garrido Quitugua		Talofofo	Guam	96915-	Yona	12/2/1995	10:30 AM	193
10	R	Rosita Quitugua Ozdemir		Hagatna	Guam	96932-	Yona	12/2/1995	10:30 AM	194
11	R	Lyle Ethan Selleck		Dededo	Guam	96929-	Astumbo	12/2/1995	10:31 AM	161
12	R	Jesse Manalisay Acfalle Jr.		Hagatna	Guam	96932-	Astumbo	12/2/1995	10:32 AM	162
13	R	Jeanace San Nicolas Zetino		Inarajan	Guam	96915-	Yona	12/2/1995	10:32 AM	196
14	A	Rosita D.P. Tydingco and George T. Dela Cruz		Merizo	Guam	96915-	Yona	12/2/1995	10:33 AM	198
15	A	Joaquin T. Perez		Santa Rita	Guam	96915-	Piti	12/2/1995	10:34 AM	161
16	R	Gina Ann Perez		Santa Rita	Guam	96915-	Merizo	12/2/1995	10:35 AM	161
17	R	Jason Paul Castro Campos		Santa Rita	Guam	96915-	Merizo	12/2/1995	10:35 AM	162
18	R	Lora J. Manalisay		Hagatna	Guam	96932-	Piti	12/2/1995	10:35 AM	162
19	R	Marie Denise Santos		Tamuning	Guam	96931-	Yona	12/2/1995	10:35 AM	200
20	R	Sara Marie Quenga Atalig		Tamuning	Guam	96931-	Dededo	12/2/1995	10:35 AM	226
21	A	Raymond Aguigui Cruz		Hagatna	Guam	96932-	Merizo	12/2/1995	10:36 AM	163
22	R	Christina Pereda Cepeda		Barrigada	Guam	96921-	Astumbo	12/2/1995	10:36 AM	166
23	R	Rachelle Ann Santos		Hagatna	Guam	96932-	Yona	12/2/1995	10:36 AM	201
24	R	Charles Paul Santos		Talofofo	Guam	96915-	Yona	12/2/1995	10:36 AM	202
25	R	Tina Balajadia Wolford		GMF, Barrigada	Guam	96921-	Piti	12/2/1995	10:37 AM	164
26	R	Joseph Leon Guerrero Mendiola		GMF, Barrigada	Guam	96921-	Dededo	12/2/1995	10:37 AM	228
27	R	Antonia Pereda Cepeda		Hagatna	Guam	96932-	Astumbo	12/2/1995	10:38 AM	168
28	R	David Perez Rios		Long Beach	California	90805-	Yona	12/2/1995	10:38 AM	204
29	R	Rhonna Jean Munoz Molinos		GMF, Barrigada	Guam	96921-	Merizo	12/2/1995	10:39 AM	166
30	R	Rosario Santiago Munoz		GMF, Barrigada	Guam	96921-	Merizo	12/2/1995	10:39 AM	167
31	A	Mafarda B. Techaira		Andersen AFB	Guam	96929-	Yona	12/2/1995	10:39 AM	206
32	R	Edward M. Santos		Dededo	Guam	96929-	Dededo	12/2/1995	10:39 AM	230
33	R	John J. Naputi		Barrigada	Guam	96913-	Yona	12/2/1995	10:40 AM	207
34	A	Melissa Ann Cabrera		Agat	Guam	96915-	Piti	12/2/1995	10:41 AM	167
35	A	Edward Munoz Quintanilla		Santa Rita	Guam	96915-	Merizo	12/2/1995	10:41 AM	171
36	R	Roque Salas Borja		GMF, Barrigada	Guam	96921-	Yona	12/2/1995	10:41 AM	210
37	R	George Salas Borja		Mangilao	Guam	96913-	Yona	12/2/1995	10:42 AM	211
38	R	Augusto Q. Quidachay		Agat	Guam	96915-	Piti	12/2/1995	10:43 AM	168
39	R	Lydia Meno Babauta		GMF, Barrigada	Guam	96921-	Dededo	12/2/1995	10:44 AM	237
40	R	Michael Mendiola Muna		Dededo	Guam	96929-	Astumbo	12/2/1995	10:47 AM	181
41	A	Patricia Cepeda Fancher		Yona	Guam	96915-	Yona	12/2/1995	10:47 AM	217
42	R	Chelsea Nicole Tudela Eay		Tamuning	Guam	96931-	Astumbo	12/2/1995	10:49 AM	183

Doc. No. 38GL-26-2058.*

Next 200 Applicants Waiting to be Process

NUMBER	Type	Name	Mailing Address	Village/City/Town	State	Zip Code	Intake	Date of Application	Time of Application	Numerical Sequence
43	A	Patricia Reyes Rojas	[redacted]	Sinajana	Guam	96910-	Yona	12/2/1995	10:49 AM	219
44	A	Lucas Cruz Navarro		Hagatna	Guam	96932-	Yona	12/2/1995	10:53 AM	226
45	A	Rosita Perez Abuan		GMF, Barrigada	Guam	96921-	Yona	12/2/1995	10:55 AM	229
46	R	Ray Steven Santos		Yigo	Guam	96929-	Astumbo	12/2/1995	10:56 AM	190
47	R	Roy Alfred Quintanilla		GMF, Barrigada	Guam	96921-	Astumbo	12/2/1995	10:56 AM	191
48	A	Patricia Abuan Mendiola		Hagatna	Guam	96932-	Yona	12/2/1995	10:56 AM	230
49	R	Vince Meno Santiago		GMF, Barrigada	Guam	96921-	Merizo	12/2/1995	10:57 AM	186
50	R	Frances Santiago Munoz		GMF, Barrigada	Guam	96921-	Merizo	12/2/1995	10:58 AM	187
51	R	Tania Rena Lumabao		Yigo	Guam	96929-	Astumbo	12/2/1995	10:58 AM	192
52	R	Tricia A. Neal		Santa Rita	Guam	96915-	Dededo	12/2/1995	10:58 AM	250
53	R	Margarita Santos Neal		Santa Rita	Guam	96915-	Dededo	12/2/1995	10:59 AM	251
54	A	Pedro Gogue Siguenza, Jr.		Lubbock	TX	79404-	Piti	12/2/1995	11:00 AM	182
55	R	Anthony Kawamoto Crisostomo		Dededo	Guam	96929-	Astumbo	12/2/1995	11:00 AM	194
56	R	Rosana M. Borja		GMF, Barrigada	Guam	96921-	Yona	12/2/1995	11:00 AM	235
57	A	Arron John Eustaquio Arceo		Hagatna	Guam	96932-	Yona	12/2/1995	11:00 AM	236
58	A	Paul Santos Mafnas		Dededo	Guam	96929-	Dededo	12/2/1995	11:00 AM	253
59	R	Mary A. Warner		Yona	Guam	96915-4608	Yona	12/2/1995	11:02 AM	238
60	R	Maria Santos Finona		Dededo	Guam	96929-	Dededo	12/2/1995	11:02 AM	256
61	R	Sean Sablan Leon Guerrero		GMF, Barrigada	Guam	96921-	Astumbo	12/2/1995	11:03 AM	199
62	A	David Blas Bamba		Hagatna	Guam	96932-	Piti	12/2/1995	11:04 AM	185
63	R	Diana Castro Aldan		GMF, Barrigada	Guam	96921-	Astumbo	12/2/1995	11:04 AM	201
64	A	Manuel Cruz Leon Guerrero		Sinajana	Guam	96910-	Yona	12/2/1995	11:04 AM	241
65	R	Franklin Castro Viray		Dededo	Guam	96929-	Dededo	12/2/1995	11:04 AM	258
66	A	Regina Bamba Mafnas		GMF, Barrigada	Guam	96921-	Piti	12/2/1995	11:05 AM	186
67	R	Lolita S. Torres		Hagatna	Guam	96932-	Astumbo	12/2/1995	11:05 AM	202
68	A	Vicente Quinata Sanchez		Umatac	Guam	96915-	Merizo	12/2/1995	11:06 AM	194
69	A	Basilio P. Torres		Hagatna	Guam	96932-	Astumbo	12/2/1995	11:06 AM	203
70	R	Enrique Materne Salas		Agana	Guam	96932-	Merizo	12/2/1995	11:07 AM	197
71	A	Andrew Aflague George		Hagatna	Guam	96932-	Yona	12/2/1995	11:08 AM	247
72	R	Jessiree Dolores Meno Ignacio		Barrigada	Guam	96921-	Dededo	12/2/1995	11:08 AM	263
73	R	Jesusa Mendiola Hayes		Hagatna	Guam	96932-	Merizo	12/2/1995	11:09 AM	198
74	A	Eddie Paul Castro Mafnas		Hagatna	Guam	96932-	Merizo	12/2/1995	11:09 AM	199
75	R	Bennie C. Mafnas		Talofofo	Guam	96915-	Merizo	12/2/1995	11:10 AM	200
76	R	Gloria Mae Castro		Talofofo	Guam	96915-	Merizo	12/2/1995	11:10 AM	201
77	R	Annabelle Reyes Perez		Yona	Guam	96915-	Yona	12/2/1995	11:10 AM	249
78	R	Joaquin Benny Reyes		Agat	Guam	96928-	Merizo	12/2/1995	11:11 AM	202
79	R	Antonita Fegurgur Cabrito		Sinajana	Guam	96910-	Yona	12/2/1995	11:11 AM	251
80	R	Jerilyn Tajalle Alaimalo		Hagatna	Guam	96932-	Piti	12/2/1995	11:12 AM	192
81	A	Jose Cepeda Aguon		GMF, Barrigada	Guam	96921-	Yona	12/2/1995	11:12 AM	252
82	A	Edward D. Cruz		GMF, Barrigada	Guam	96921-	Yona	12/2/1995	11:13 AM	253
83	A	Erlinda Mojica Sablan		Agat	Guam	96915-	Piti	12/2/1995	11:15 AM	194
84	A	Peter Aguon Maguadog		Yigo	Guam	96929-	Dededo	12/2/1995	11:15 AM	274

Next 200 Applicants Waiting to be Process

NUMBER	Type	Name	Mailing Address	Village/City/Town	State	Zip Code	Intake	Date of Application	Time of Application	Numerical Sequence
85	R	Stephen Unpingco Madarang	[redacted]	Dededo	Guam	96929-	Merizo	12/2/1995	11:17 AM	209
86	A	Juan Mendiola Eustaquio		Hagatna	Guam	96932-	Piti	12/2/1995	11:18 AM	197
87	R	Vincent Gregg Reyes		Agat	Guam	96915-	Merizo	12/2/1995	11:18 AM	211
88	R	Eric Ryan Wells		Hagatna	Guam	96932-	Yona	12/2/1995	11:18 AM	261
89	R	Leonard Ogo Torre		Hagatna	Guam	96932-	Yona	12/2/1995	11:19 AM	262
90	A	Juan Aguon Fejarang		Barrigada	Guam	96913-	Yona	12/2/1995	11:20 AM	264
91	A	Jesse Ninete Castro		Hagatna	Guam	96932-	Yona	12/2/1995	11:21 AM	264
92	A	Jerry S.N. Barcinas		Santa Rita	Guam	96915-	Merizo	12/2/1995	11:22 AM	216
93	A	Margarita Taitingfong Castro		Tamuning	Guam	96931-	Astumbo	12/2/1995	11:25 AM	232
94	A	Lorenza Mettao Leon Guerrero		GMF, Barrigada	Guam	96921-	Dededo	12/2/1995	11:25 AM	288
95	R	Angelica Marie L.G. Mendiola		GMF, Barrigada	Guam	96921-	Dededo	12/2/1995	11:26 AM	289
96	R	Thelma Cabrera Mendiola		GMF, Barrigada	Guam	96921-	Dededo	12/2/1995	11:27 AM	291
97	R	Deborah Manalo Cabrera		Tamuning	Guam	96931-	Dededo	12/2/1995	11:27 AM	292
98	A	Raymund Sablan Wusstig		Tamuning	Guam	96931-	Dededo	12/2/1995	11:28 AM	293
99	A	Joey Wesley Agustin		Santa Rita	Guam	96915-	Piti	12/2/1995	11:32 AM	210
100	R	Martin Wesley Agustin		GMF, Barrigada	Guam	96921-	Piti	12/2/1995	11:33 AM	211
101	R	Paul Francis Taisipic		Hagatna	Guam	96932-	Yona	12/2/1995	11:33 AM	280
102	R	Philbert John Mendiola		Hagatna	Guam	96932-	Piti	12/2/1995	11:34 AM	212
103	R	Immaculada Sgambelluri Sablan		GMF, Barrigada	Guam	96921-	Piti	12/2/1995	11:35 AM	214
104	R	Marilyn Dela Cruz Cristobal		Dededo	Guam	96921-	Astumbo	12/2/1995	11:36 AM	245
105	A	Janet Aurelio Laanan		Hagatna	Guam	96932-	Merizo	12/2/1995	11:37 AM	229
106	R	Justin Edward Babauta		Agat	Guam	96915-	Yona	12/2/1995	11:37 AM	284
107	R	Leslie Doreen Santos Cruz		Yigo	Guam	96929-	Dededo	12/2/1995	11:37 AM	305
108	A	Martha Castro Duenas		Talofofo	Guam	96915-	Merizo	12/2/1995	11:38 AM	231
109	A	Richard J. Quichocho		Dededo	Guam	96929-	Astumbo	12/2/1995	11:39 AM	247
110	R	Frances T. Quichocho		Dededo	Guam	96929-	Astumbo	12/2/1995	11:39 AM	248
111	R	Paul Candaso Babauta		Auburn	WA	98002-	Merizo	12/2/1995	11:40 AM	234
112	R	Elizabeth R. Sablan		Dededo	Guam	96929-	Dededo	12/2/1995	11:41 AM	309
113	A	John Fejeran Fegurgur		GMF, Barrigada	Guam	96921-	Piti	12/2/1995	11:42 AM	220
114	R	Rit Arriola Meno		Hagatna	Guam	96932-	Astumbo	12/2/1995	11:42 AM	251
115	R	James Gene Reyes		Tamuning	Guam	96931-	Dededo	12/2/1995	11:43 AM	311
116	R	Alicia M. Farrell		Tamuning	Guam	96931-	Dededo	12/2/1995	11:43 AM	313
117	R	Rose Elaine Chargualaf Mendiola		Hagatna	Guam	96932-	Piti	12/2/1995	11:44 AM	222
118	R	Julie Smith Murakami		Dededo	Guam	96929-	Astumbo	12/2/1995	11:45 AM	253
119	A	Joseph Ogo Cruz		GMF, Barrigada	Guam	96921-	Yona	12/2/1995	11:45 AM	294
120	A	Mark Santos Cruz		Mangilao	Guam	96913-	Yona	12/2/1995	11:46 AM	295
121	A	Lucia Blas Peredo		Yona	Guam	96915-	Yona	12/2/1995	11:47 AM	297
122	R	Patrick Lujan Blas		Dededo	Guam	96929-	Dededo	12/2/1995	11:47 AM	320
123	R	Bryan Edward Blas Peredo		Yona	Guam	96915-	Yona	12/2/1995	11:49 AM	299
124	R	Edwin Thomas Blas Peredo		Hagatna	Guam	96932-	Yona	12/2/1995	11:49 AM	300
125	R	Carline Borja Flores		Dededo	Guam	96929-	Merizo	12/2/1995	11:50 AM	251
126	R	Melissa Mae Mesa		Sinajana	Guam	96910-	Yona	12/2/1995	11:50 AM	301

Next 200 Applicants Waiting to be Process

NUMBER	Type	Name	Mailing Address	Village/City/Town	State	Zip Code	Intake	Date of Application	Time of Application	Numerical Sequence
127	A	Joseph A. Perez	[redacted]	Agana	Guam	96932-	Piti	12/2/1995	11:51 AM	229
128	R	Arlene Q. Babauta		Agat	Guam	96915-	Astumbo	12/2/1995	11:52 AM	260
129	R	Juan Lizama Aflleje		Piti	Guam	96915-	Piti	12/2/1995	11:53 AM	230
130	R	Vicente S. Borja Jr.		Barrigada	Guam	96921-	Yona	12/2/1995	11:53 AM	305
131	R	Joseph Camacho Manibusan		Hagatna	Guam	96932-	Dededo	12/2/1995	11:53 AM	330
132	R	Manuel Sablan Santos		Barrigada	Guam	96913-	Piti	12/2/1995	11:54 AM	232
133	R	Jonathan Mesa Hudson		Tamuning	Guam	96913-	Merizo	12/2/1995	11:54 AM	255
134	R	Juan Taienao Babauta		Dededo	Guam	96929-	Dededo	12/2/1995	11:54 AM	332
135	A	Cinnamon Claire Carriaga		GMF, Barrigada	Guam	96921-	Merizo	12/2/1995	11:55 AM	257
136	A	Evelyn D. Guerrero and Mar M. Malalis Jr. and Nicolas C.		Hagatna	Guam	96932-	Yona	12/2/1995	11:55 AM	308
137	A	Mar Mendoza Malalis, Jr. and Evelyn D. Guerrero		Hagatna	Guam	96932-	Yona	12/2/1995	11:55 AM	309
138	A	Gregory Vincent Mesa Castro		GMF, Barrigada	Guam	96921-	Merizo	12/2/1995	11:56 AM	258
139	R	Melissa Shell Tuseth		Hagatna	Guam	96932-	Dededo	12/2/1995	11:56 AM	335
140	R	Carmelita M. Wolford		Yigo	Guam	96929-	Merizo	12/2/1995	11:57 AM	260
141	R	Alfredo David Castro		Talofofo	Guam	96915-	Merizo	12/2/1995	11:57 AM	262
142	A	Joann Mary Leon Guerrero		GMF, Barrigada	Guam	96921-	Yona	12/2/1995	11:57 AM	312
143	R	Relanda Lisa Ada Reyes		Dededo	Guam	96929-	Dededo	12/2/1995	11:57 AM	337
144	R	Antonette Borja Cruz		Santa Rita	Guam	96915-	Merizo	12/2/1995	11:58 AM	264
145	R	Catherine Marie Ah Yen		Dededo	Guam	96929-	Astumbo	12/2/1995	11:58 AM	269
146	R	Isabel Lynn Cruz		Santa Rita	Guam	96915-	Merizo	12/2/1995	11:59 AM	265
147	R	Manuel Mantanona Megofna		GMF, Barrigada	Guam	96921-	Astumbo	12/2/1995	11:59 AM	270
148	R	Teresa Pereda Lehmann		Hagatna	Guam	96932-	Merizo	12/2/1995	12:00 PM	118
149	A	Francisca M. Meno		GMF, Barrigada	Guam	96921-	Piti	12/2/1995	12:00 PM	240
150	R	Mary C. Meno		Merizo	Guam	96915-	Merizo	12/2/1995	12:00 PM	267
151	A	Lillian Duenas Quintanilla		Agat	Guam	96915-	Piti	12/2/1995	12:01 PM	242
152	R	Therese Fernandez Magat		Tamuning	Guam	96931-	Astumbo	12/2/1995	12:01 PM	272
153	A	Margaret Eclavea Lewis		GMF, Barrigada	Guam	96921-	Yona	12/2/1995	12:01 PM	316
154	R	Doris J. Duenas		Agat	Guam	96915-	Piti	12/2/1995	12:02 PM	243
155	R	John Fernandez Pascual		Dededo	Guam	96929-	Astumbo	12/2/1995	12:02 PM	273
156	R	Anthony Babauta Santos		Tamuning	Guam	96931-	Dededo	12/2/1995	12:02 PM	346
157	R	Jayne Mae Jesus Duenas		Agat	Guam	96915-	Piti	12/2/1995	12:03 PM	244
158	R	James Flores Taijeron		Dededo	Guam	96929-	Astumbo	12/2/1995	12:03 PM	275
159	R	Clarice Duenas Perez		Hagatna	Guam	96932-	Yona	12/2/1995	12:03 PM	319
160	R	Jennifer Rose Leon Guerrero		GMF, Barrigada	Guam	96921-	Astumbo	12/2/1995	12:04 PM	276
161	R	Frances Terese Yother		GMF, Barrigada	Guam	96921-	Yona	12/2/1995	12:04 PM	320
162	R	Marissa Jean S. Duenas		Hagatna	Guam	96932-	Dededo	12/2/1995	12:04 PM	349
163	R	Anthony Perez Benavente		Dededo	Guam	96929-	Dededo	12/2/1995	12:05 PM	350
164	R	Bartholomew Santos Perez		GMF, Barrigada	Guam	96921-	Piti	12/2/1995	12:06 PM	249
165	A	Beatrice Antoinette Mendiola		Hagatna	Guam	96932-	Merizo	12/2/1995	12:06 PM	273
166	A	Daniel Babauta Lastimoza and Bernadette M. Lastimoza		Barrigada	Guam	96921-	Astumbo	12/2/1995	12:06 PM	279
167	R	Mary Reyes Simmons		Talofofo	Guam	96915-	Yona	12/2/1995	12:06 PM	323
168	R	Juan L.G. Iriarte		Tamuning	Guam	96931-	Dededo	12/2/1995	12:06 PM	351

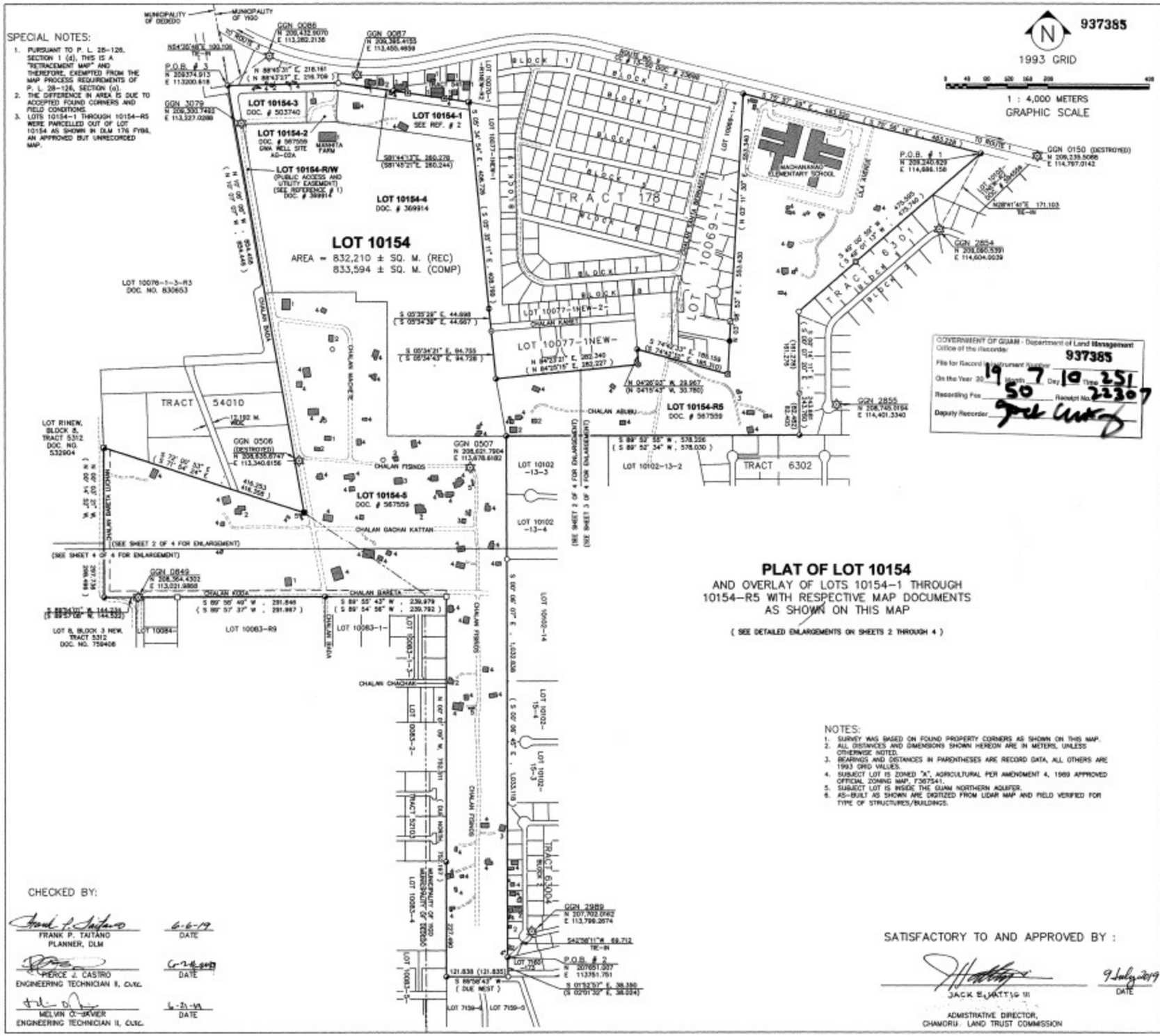
Next 200 Applicants Waiting to be Process

NUMBER	Type	Name	Mailing Address	Village/City/Town	State	Zip Code	Intake	Date of Application	Time of Application	Numerical Sequence
169	R	Jimmy B. Castro	[redacted]	Agat	Guam	96915-	Piti	12/2/1995	12:07 PM	251
170	A	Edward Levi Joseph Santos		Dededo	Guam	96929-	Merizo	12/2/1995	12:07 PM	275
171	A	Monica Espinosa Erwin		Barrigada	Guam	96913-	Yona	12/2/1995	12:07 PM	324
172	R	Ana S Padua		Dededo	Guam	96929-	Dededo	12/2/1995	12:07 PM	354
173	R	Estherlane Flores Malacas		GMF, Barrigada	Guam	96921-	Astumbo	12/2/1995	12:08 PM	281
174	R	Tomas Cepeda Cruz		Yigo	Guam	96929-	Yona	12/2/1995	12:08 PM	325
175	R	Carl P. Perez		Hagatna	Guam	96932-	Yona	12/2/1995	12:08 PM	326
176	R	Allan S. Padua		Dededo	Guam	96929-	Dededo	12/2/1995	12:08 PM	355
177	R	Sandra Deraco Castro		West Point	Utah	84015-	Piti	12/2/1995	12:09 PM	253
178	A	Roland Mendiola Flores		Dededo	Guam	96929-	Astumbo	12/2/1995	12:09 PM	282
179	A	Zachery Xavier Espinosa		Hagatna	Guam	96932-	Yona	12/2/1995	12:09 PM	327
180	R	Maria M. Muna		GMF, Barrigada	Guam	96921-	Dededo	12/2/1995	12:09 PM	357
181	R	John E.P. Rojas		GMF, Barrigada	Guam	96921-	Dededo	12/2/1995	12:09 PM	358
182	A	Bernadita Meno David		Piti	Guam	96915-	Piti	12/2/1995	12:10 PM	254
183	A	Joycelyn Faye Duenas San Nicolas		Dededo	Guam	96929-	Merizo	12/2/1995	12:10 PM	280
184	R	Natasha M.C. Cruz		Hagatna	Guam	96932-	Yona	12/2/1995	12:10 PM	328
185	R	Anjonette M. Cruz Hernden		Sinajana	Guam	96910-	Yona	12/2/1995	12:10 PM	329
186	A	Gerald C. Duenas		Talofofo	Guam	96915-	Dededo	12/2/1995	12:10 PM	359
187	A	Franklin John Meno		GMF, Barrigada	Guam	96921-	Piti	12/2/1995	12:11 PM	241
188	R	Maylane Frances Bates		Hagatna	Guam	96932-	Piti	12/2/1995	12:11 PM	256
189	A	George San Nicolas Crisostomo		Merizo	Guam	96915-	Merizo	12/2/1995	12:11 PM	281
190	R	Maria A. Cabrera		Barrigada	Guam	96921-	Astumbo	12/2/1995	12:11 PM	283
191	R	Brian A. D. Quidachay		Barrigada	Guam	96921-	Dededo	12/2/1995	12:11 PM	360
192	R	Caroline Quidachay Crisostomo		Sinajana	Guam	96910-	Dededo	12/2/1995	12:11 PM	361
193	R	Angela J. Meno		GMF, Barrigada	Guam	96921-	Piti	12/2/1995	12:12 PM	257
194	R	Michelle L. Meno		Hagatna	Guam	96932-	Piti	12/2/1995	12:12 PM	258
195	R	Leonore Santos Borja and Raymond Manibusan Borja		Hagatna	Guam	96932-	Merizo	12/2/1995	12:12 PM	283
196	R	Jeffrey Paul Crisostomo		Sinajana	Guam	96910-	Dededo	12/2/1995	12:12 PM	362
197	R	Nelpha Gallo Blakeslee		GMF, Barrigada	Guam	96921-	Merizo	12/2/1995	12:13 PM	284
198	R	Robert John Ignacio		GMF, Barrigada	Guam	96921-	Merizo	12/2/1995	12:13 PM	285
199	R	Katherine M. Palacios		Dededo	Guam	96929-	Yona	12/2/1995	12:13 PM	331
200	R	Evelyn Perez Benavente		Dededo	Guam	96929-	Dededo	12/2/1995	12:13 PM	363

LOT 10154-5-R3RW, YIGO

SPECIAL NOTES:

1. PURSUANT TO P. L. 28-126, SECTION 1 (d), THIS IS A "RETRACEMENT MAP" AND THEREFORE, EXEMPTED FROM THE MAP PROCESS REQUIREMENTS OF P. L. 28-126, SECTION (a).
2. THE DIFFERENCE IN AREA IS DUE TO ACCEPTED FOUND CORNERS AND FIELD CONDITIONS.
3. LOTS 10154-1 THROUGH 10154-R5 WERE PARCELLED OUT OF LOT 10154 AS SHOWN IN DLM 176 FY98, AN APPROVED BUT UNRECORDED MAP.



PLAT OF LOT 10154

AND OVERLAY OF LOTS 10154-1 THROUGH 10154-R5 WITH RESPECTIVE MAP DOCUMENTS AS SHOWN ON THIS MAP

(SEE DETAILED ENLARGEMENTS ON SHEETS 2 THROUGH 4)

NOTES:

1. SURVEY WAS BASED ON FOUND PROPERTY CORNERS AS SHOWN ON THIS MAP.
2. ALL DISTANCES AND DIMENSIONS SHOWN HEREON ARE IN METERS, UNLESS OTHERWISE NOTED.
3. BEARINGS AND DISTANCES IN PARENTHESES ARE RECORD DATA, ALL OTHERS ARE 1993 GRID VALUES.
4. SUBJECT LOT IS ZONED "A", AGRICULTURAL PER AMENDMENT 4, 1969 APPROVED OFFICIAL ZONING MAP, F367541.
5. SUBJECT LOT IS INSIDE THE GUAM NORTHERN AQUIFER.
6. AS-BUILT AS SHOWN ARE DIGITIZED FROM LIDAR MAP AND FIELD VERIFIED FOR TYPE OF STRUCTURES/BUILDINGS.

CHECKED BY:

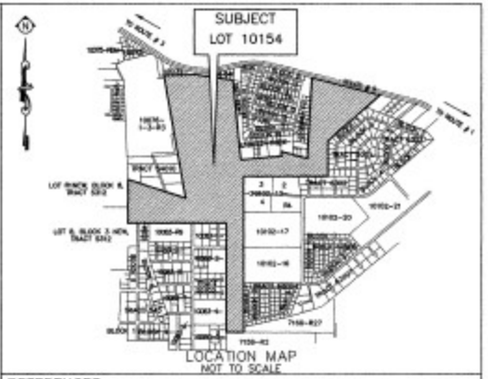
FRANK P. TAITANO, PLANNER, DLM — DATE 6-6-19

PIERCE J. CASTRO, ENGINEERING TECHNICIAN II, DLM — DATE 6-24-19

MELVIN C. ARVIER, ENGINEERING TECHNICIAN II, DLM — DATE 6-21-19

SATISFACTORY TO AND APPROVED BY :

JACK E. HATTIG III
ADMINISTRATIVE DIRECTOR,
CHAMORU LAND TRUST COMMISSION
DATE 9 July 2019



LOCATION MAP
NOT TO SCALE

REFERENCES:

1. DWG. # 14-837195, LAND REGISTRATION SURVEY MAP OF LOT 10154, PREPARED BY DEPARTMENT OF LAND MANAGEMENT, LM # 412-FY85 DATED 3-1986, DOC. NO. 389914.
2. DWG. # 14-867269, PARCELLING SURVEY MAP OF LOT 10154, PREPARED BY DEPARTMENT OF LAND MANAGEMENT, LM # 176-FY98 DATED 3-1986 (UNRECORDED).
3. DEFAULT JUDGEMENT AND DECREE ESTABLISHING TITLE LR 000488, DOC. NO. 925872.

SYMBOLS:

- GUAM GEODETIC NETWORK (GGN) STATION
- 4"x4" CONCRETE MONUMENT FOUND, PRE-WAR
- 4"x4" CONCRETE MONUMENT FOUND, NO IDENTIFICATION, SET BY UNKNOWN.
- 4"x4" CONCRETE MONUMENT FOUND, MARKED PLS # 18, DOCUMENT NUMBER NONE.
- 4"x4" CONCRETE MONUMENT FOUND, MARKED PLS # 27, DOC. # 756261.
- 4"x4" CONCRETE MONUMENT FOUND, MARKED PLS # 6, DOCUMENT NUMBER 228421.
- 4"x4" CONCRETE MONUMENT FOUND, MARKED PLS # 23, DOCUMENT NUMBER NONE.
- 4"x4" CONCRETE MONUMENT FOUND, MARKED PLS # 54, DOC. # 568911.
- #4 REBAR WITH CAP MARKED DLM, FOUND, SEE REFERENCE 1 AND 2.
- #4 REBAR FOUND, NO IDENTIFICATION, SET BY UNKNOWN.
- #4 REBAR WITH CAP MARKED PLS 54 FOUND, DOCUMENT NUMBER 568844.
- #4 REBAR WITH CAP MARKED PLS 60 FOUND, DOCUMENT NUMBER NONE.
- #4 REBAR WITH CAP MARKED PLS 73 FOUND, DOCUMENT NUMBER NONE.
- #4 REBAR WITH CAP MARKED PLS 64 FOUND, DOCUMENT NUMBER 497665.
- #4 REBAR WITH CAP MARKED PLS 65 SET.
- CONCRETE POWER POLE
- ROAD CENTERLINE POINT, NOT INVESTIGATED NOR SET.

1 EXISTING CONCRETE BUILDING/HOUSE
2 EXISTING TIN ROOFING SEMI-CONCRETE HOUSE
3 EXISTING WOODEN HOUSE
4 EXISTING TIN HOUSE
5 CONTAINER VAN

GOVERNMENT OF GUAM - Department of Land Management
Office of the Recorder
937385
File for Record Instrument Number
On the Year 20 19 Month 7 Day 10 Time 2:51
Recording Fee 50 Receipt No. 22307
Deputy Recorder

CERTIFICATE OF GUAM CHIEF SURVEYOR

THIS MAP HAS BEEN EXAMINED FOR CONFORMANCE WITH TITLE 21, GUAM CODE ANNOTATED, CHAPTER 60, ARTICLE 5, UNIFORM TRIANGULATION SYSTEM AND REGULATIONS THEREUNDER ON THIS 9th DAY OF July 2019.

PAUL L. SANTOS, PLS # 68
GUAM CHIEF SURVEYOR / CHIEF OF CADASTRE

CERTIFICATE OF GUAM CHIEF PLANNER

APPROVAL PURSUANT TO TITLE 21 GUAM CODE ANNOTATED, CHAPTER 61, ZONING LAW, CHAPTER 62, SUBDIVISION LAW, AND PUBLIC LAW 28-126.

NOT APPLICABLE

DELINE L. CRUZ
ACTING GUAM CHIEF PLANNER
DATE

CERTIFICATE OF SURVEYOR

I, NESTORIO C. IGNACIO, HEREBY CERTIFY THAT THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, THAT IT IS BASED ON A FIELD SURVEY MADE IN JULY 6, 2017 IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS; THAT I AM RESPONSIBLE FOR THE ACCURACY OF ALL DATA AND INFORMATION SHOWN HEREON; I FURTHER CERTIFY THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED ON THIS MAP.

NESTORIO C. IGNACIO, PLS # 65 — DATE 5/9/19

NESTORIO C. IGNACIO No. 65 EXP. 04/30/20 GUAM REGISTERED LAND SURVEYOR

DCA — DUEÑAS · CAMACHO & ASSOCIATES, INC.
- ENGINEERING (CIVIL/STRUCTURAL)
- CONSTRUCTION MANAGEMENT
- PLANNING
- ENVIRONMENTAL SERVICES
- SURVEYING
- DEVELOPMENT CONSULTATION
- GEOGRAPHIC INFORMATION SYSTEMS

P.O. Box 8930 Tamuning, Guam 96931

REV.	BY	DESCRIPTION	APPROVED	DATE

RETRACEMENT SURVEY MAP OF LOT 10154

MUNICIPALITIES OF DEDEDO AND YIGO

L.S. 5 — SEC. 4

SURVEY DATA		DATE	LOT DATA
FIELD	FS & CREW	7/06/2017	LOT NUMBER: 10154 (FORMERLY TRACT "NA")
BOOK NO.	DCAIGPS		CERT. OF TITLE : DOC. # 925872
COMPUTED	PTMJR	7/2017	REGISTERED ON: REGISTERED 8-23-18
DRAWN	PTMJR	7/2017	IN THE NAME OF:
RESEARCHED	FD	7/2017	GOVERNMENT OF GUAM
CHECKED	NCI		
SATISFACTORY TO & APPROVED BY:			
(SEE PLAN)			

DWG. # DCAI-S-17-51 | SCALE: 4,000 M | SHT. 1 OF 4 | L.M. CHECKED # 349 FY 2018

S 15841 SHT 1/4

V. P. OLIVARES SURVEYING, LLC
Professional Land Surveyor # 77
P. O. Box 4740
Hagatna, Guam
96932

Tel. No. : (671) 734-5856
Cellular : (671) 727-7734
E-Mail : virgilio_olivares@yahoo.com

March 28, 2025

Joseph Cruz
Acting Administrative Director
CHamoru Land Trust Commission

RE: Letter of Survey Intent

Dear Mr. Cruz,

Greetings!

V.P. Olivares Surveying, LLC, would like to express an intention of carrying out a Parceling Survey for Road Severance within CLTC's property along the existing Chalan Bada between the Municipalities of Yigo and Dededo for the purpose of Public Access and Utilities Right of Way.

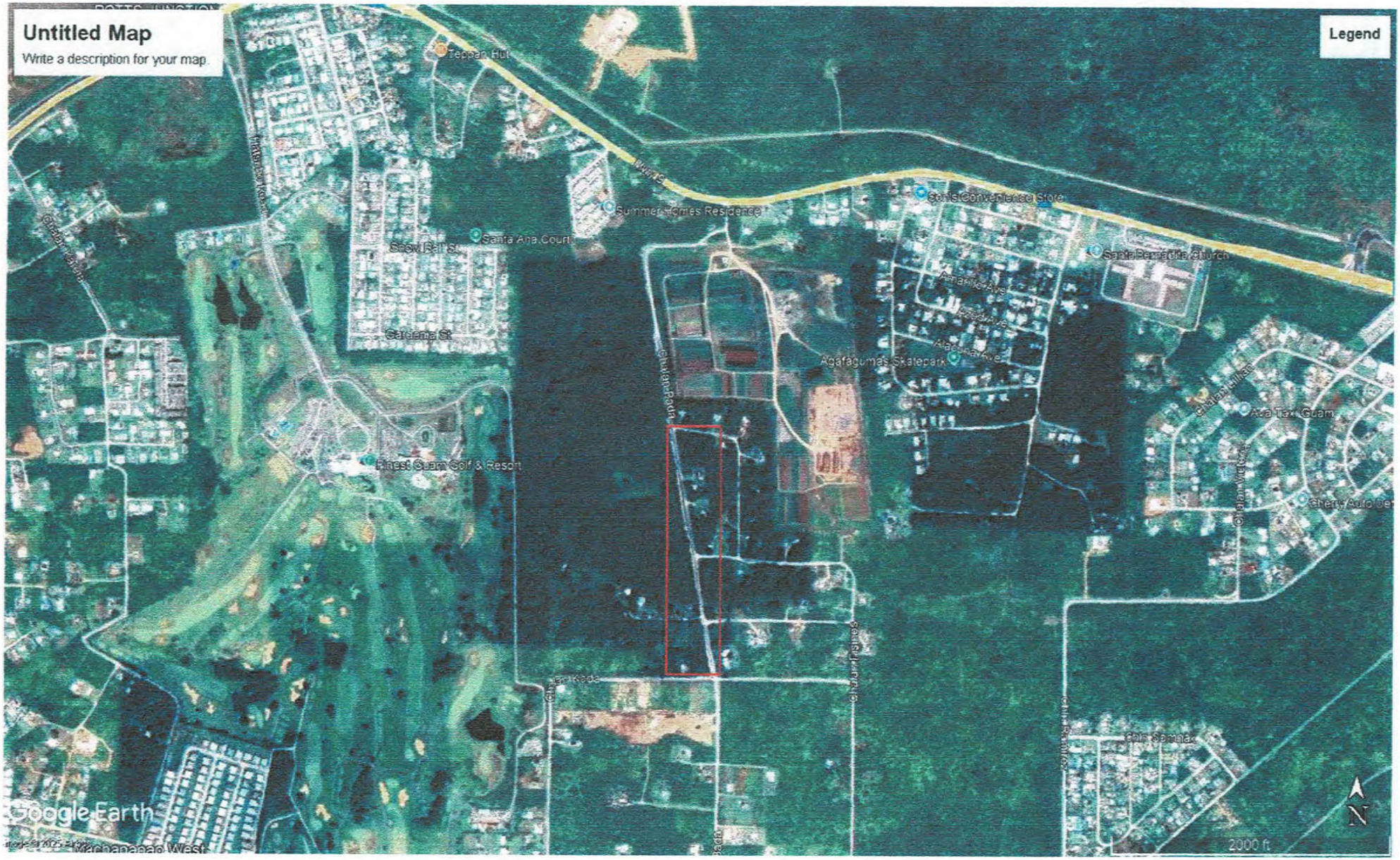
The Proposed Right-of-Way aligns with the CLTC's Masterplan which is (50 feet)15.24 meters wide with an approximate length of 550 meters and a computed area of more or less 8,011 Square Meters. The proposed Right-of-Way starts from the intersection of Chalan Machete and ends at the intersection of Chalan Koda and Chalan Bareta.

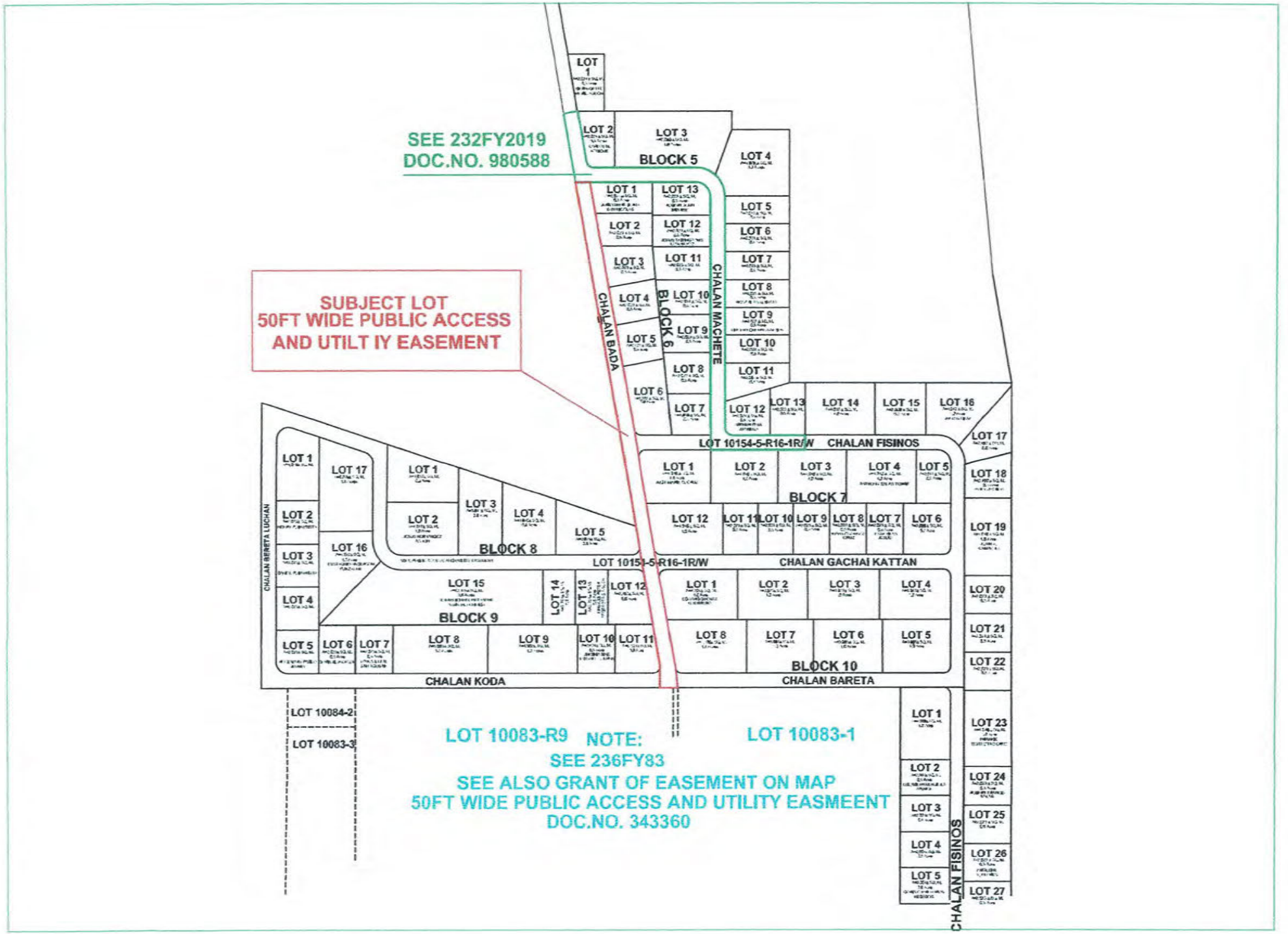
Attached to this letter are the Proposed Right-of-Way shown on the CLTC Masterplan, Proposed Right-of-Way Scheme and the general vicinity.

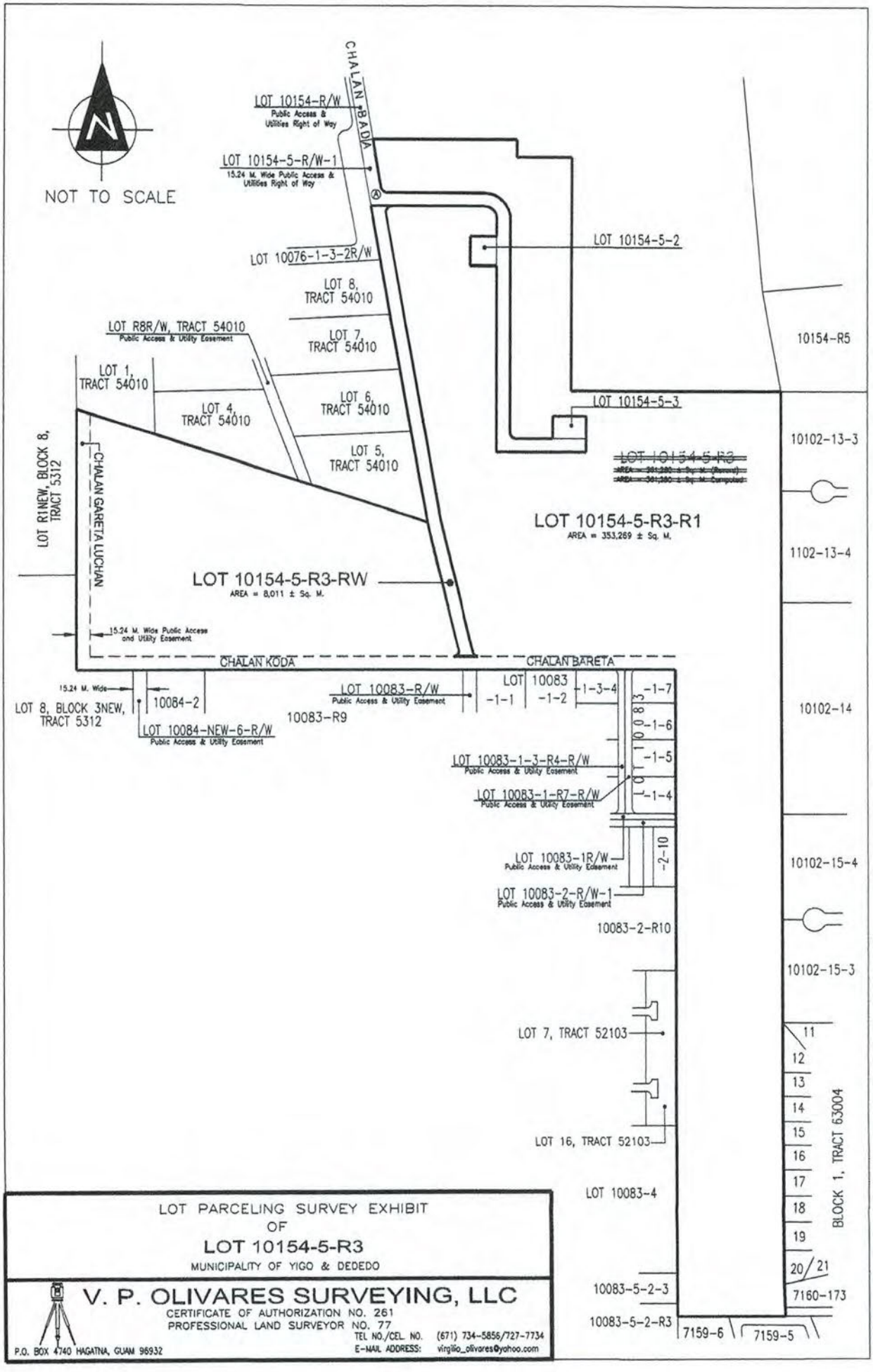
Respectfully,

Virgilio P. Olivares, PLS No. 77
Principal
V.P. Olivares Surveying, LLC.

3/28/2025
2:23pm
RECEIVED
Lydia Taleo
CLTC Land Agent I


Untitled Map
Write a description for your map.
Legend
Teppan Hut
Summer Homes Residence
Santa Ana Court
Gardenia St
Finest Guam Golf & Resort
Agafagumas Skatepark
Santa Barbara Church
Ana Tax Guam
Google Earth
2000 ft
N


SEE 232FY2019
DOC.NO. 980588
SUBJECT LOT
50FT WIDE PUBLIC ACCESS
AND UTILT IY EASEMENT
BLOCK 5
BLOCK 6
CHALAN BADA
CHALAN MACHETE
LOT 10154-5-R16-1R/W
CHALAN FISINOS
BLOCK 7
BLOCK 8
LOT 10151-5-R16-1R/W
CHALAN GACHAI KATTAN
BLOCK 9
BLOCK 10
CHALAN BERETA LUCHAN
CHALAN KODA
CHALAN BARETA
LOT 10084-2
LOT 10083-3
LOT 10083-R9
NOTE:
SEE 236FY83
SEE ALSO GRANT OF EASEMENT ON MAP
50FT WIDE PUBLIC ACCESS AND UTILITY EASMEENT
DOC.NO. 343360
LOT 10083-1
CHALAN FISINOS



LOT PARCELING SURVEY EXHIBIT
OF
LOT 10154-5-R3
Mmunicipality of YIGO & DEDEDO

V. P. OLIVARES SURVEYING, LLC
CERTIFICATE OF AUTHORIZATION NO. 261
PROFESSIONAL LAND SURVEYOR NO. 77
P.O. BOX 4740 HAGATNA, GUAM 96932
TEL NO./CEL NO. (671) 734-5856/727-7734
E-MAIL ADDRESS: virgilio_olivares@yahoo.com

Recorded in the Year 20___ Month___ Day___ Time ___
Recording Fee ___ Receipt No. ___
Deputy Recorder ___

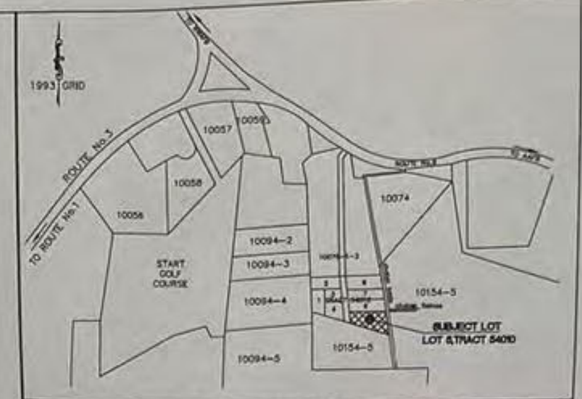
CURVE DATA:

(A)		(B)	
A	= 108°20'50"	A	=82°27'25"
R	= 6.096	R	= 6.096
L	= 11.528	L	= 8.773
C	= 9.885	C	= 8.035
CHB	= N33°14'36"E	CHB	= S51°21'17"E

N
1993 GRID

12 6 0 12 24
SCALE : 1" = 12 METERS





VICINITY INDEX MAP
NOT DRAWN TO SCALE

NOTES:
1. SURVEY WAS BASED ON FOUND CORNERS AS SHOWN.
2. ALL DISTANCES ARE IN METERS UNLESS OTHERWISE NOTED.
3. BEARINGS AND DISTANCES WITHIN PARENTHESIS ARE RECORD ALL OTHERS ARE 1993 GRID.
4. SUBJECT LOT IS ZONE "A" AGRICULTURAL OFFICIAL ZONING MAP. F367S41.
5. SUBJECT LOT IS WITHIN THE NORTHERN WATER RECHARGE AREA.
6. NO AS-BUILT EXISTING ON SUBJECT LOT AS OF APPROVAL OF THIS MAP.

REFERENCE :
1. DWG.# FC014/2005, AGRICULTURAL SUBDIVISION OF TRACT 54010 , MUN. OF DEDEDO , L.M.# 131FY2006 , PREPARED BY R.L.S No.19, Doc.No.756261

CERTIFICATION:
APPROVAL PURSUANT TO TITLE 21, GUAM CODE ANNOTATED, CHAPTER 61, ZONING LAW AND CHAPTER 62 , SUBDIVISION LAW.

CELINE L. CRUZ — DATE
GUAM CHIEF PLANNER

THIS MAP HAS BEEN EXAMINED FOR CONFORMANCE WITH TITLE 21, GUAM CODE ANNOTATED, CHAPTER 60 ARTICLE 5, UNIFORM TRIANGULATION SYSTEM AND REGULATIONS THEREUNDER ON THIS ___DAY OF___

PAUL L. SANTOS P.L.S. No.68
GUAM CHIEF SURVEYOR/CHIEF OF CADASTRE

I, EFREN B.SANTOS , HEREBY CERTIFY THAT THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION. THAT IT IS BASED ON FIELD SURVEY MADE ON JANUARY 2021 IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATION THAT I AM RESPONSIBLE FOR THE ACCURACY OF ALL DATA AND INFORMATION SHOWN HEREON. I ALSO CERTIFY THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED ON THIS MAP.

EFREN B. SANTOS PLS #60 — DATE

EFREN B SANTOS CERTIFICATE NO. 60 ISLAND OF GUAM PROFESSIONAL LAND SURVEYOR

EXPIRES:30 APRIL 2023

REVISIONS	DESCRIPTION	BY	APPROVED BY	DATE

PARCELING SURVEY MAP
OF
LOT 5, TRACT 54010
MUNICIPALITY OF DEDEDO

LAND SQUARE NO. 5 — SECTION NO.4

SURVEY DATA		DATE	BASIC LOT DATA
FIELD:	CBS	JAN. 2021	LOT 10076-1-R3
BOOK NO:	EBS-2021		CERTIFICATE NO. 125777
COMPUTED:	ADA	JAN. 2021	REGISTERED ON: JUNE 3, 1974
DRAWN:	ADA	JAN. 2021	IN THE NAME OF: DOLORES L.G. SAN NICOLAS
RESEARCH BY:	ADA	JAN. 2021	
CHECKED BY:	EBS	JAN. 2021	

PREPARED FOR , SATISFACTORY TO AND APPROVED BY:
S E E P L A N
OWNER:

SHEET	SCALE	JOB ORDER	DRAWING NUMBER	LAND MANAGEMENT CHECK
1 OF 1	AS SHOWN	21-004	ES 21-101	NO: 077 FY 2021

EFREN B. SANTOS
PROFESSIONAL LAND SURVEYOR No60.
147 DAMA de NOCHE LANE , LATTE HEIGHTS, MANGILAO , GU 96913
TEL.No.(671)632-1767
EMAIL ADDRESS: ebsantos_survey@yahoo.com

CHECKED BY :

FRANK P. TAITANO — DATE
PLANNER, D.L.M.

BENJAMIN T. LIMES — DATE
ENG'G TECH 11, D.L.M.

THOMAS J. TORRES — DATE
CARTOGRAPHIC SUPV., D.L.M.

SPECIAL NOTE :

1. PURSUANT TO PL 28-126, SECTION 1(d), THIS IS A PARCELING SURVEY, AND IS EXEMPTED FROM THE MAP PROCESSING REQUIREMENTS OF PL 28-126, SECTION 1(a).

LEGEND:
- ⊛ GGN STATION
- □ 4X4 CONC.MON.FOUND SET BY RLS NO.27, Doc.No.756261.
- ○ #4 REBAR SET W/PLASTIC CAP MARKED PLS No.60.
- ⊕ #4 REBAR FOUND W/PLASTIC CAP MARKED RLS No.19,Doc.No.756261.
- CONCRETE POWER POLE

SATISFACTORY TO AND APPROVED BY :

XIAOXIN NIAN — DATE
Doc.No.897877

JIAN SHEN — DATE
Doc.No.897877

Doc. No. 3KGL-26-2088.*

M05 L10076-1-3-R3

M05 L10154-5

M05 L10083-R9

M05 L10063-4

M13 L10154-4

M13 L10102-14

M13 L10102-15

M13 L10154-R5

M13 L7159-R2

M13 L7137

M13 L7160

M05 T5312 B3-NEW L8

M05 L10056-2

M05 L10056-3

M05 T5312 B3-NEW L7

CHamoru Land Trust Commission
Board Meeting Packet
December 18, 2025

Kumision Inangokkon Tano' CHamoru
(CHamoru Land Trust Commission)

P.O. Box 2950 Hagåtña, Guåhan 96932 • Phone: (671)300-3296 • Fax: (671)300-3319 • Email: cltc.admin@cltc.guam.gov

CHamoru Land Trust Commission Regular Board Meeting
Thursday, December 18, 2025 at 1:00PM

CHamoru Land Trust Conference Room, 590 S. Marine Corp Drive ITC Building, Suite 223, 2nd Floor Tamuning, Guam. Public Comments may be made at cltc.admin@cltc.guam.gov To view the meeting virtually, log on to GovGuam Live-YouTube or Google Meeting link: meet.google.com/jcp-khge-hwq

Lourdes A. Leon Guerrero
I Maga'Haga
Governor of Guam

Joshua F. Tenorio
I Segundo Maga'Lahi
Lt. Governor of Guam

Commission Members

Earl J. Garrido
Acting Chairperson

Joseph F. Artero-Cameron
Commissioner

Fabrienne Cruz Respicio
Commissioner

Jeremy J. Rojas
Commissioner

Vacant
Commissioner

Joseph B. Cruz Jr.
Acting Administrative Director

AGENDA

I. **Call to Order** – Certification of Quorum Present

II. **Certification** – Public Notice Requirements
- A. Guam Daily Post (December 11, 2025 and December 16, 2025)
- B. Guam Public Notice Website (https://notices.guam.gov)

III. **Chairman's Remark**

IV. **Approval of Minutes:** November 20, 2025 (Regular Board Meeting)

V. **Administrative Director's Report**

VI. **Old Business**
- A. Lot 10122-12, Dededo / Guam International Country Club
- B. Portion of Lot 440, Merizo Trans World Radio
- C. Publication of Recruitment – Administrative Director
- D. Public Law 37-146

VII. **New Business**
- A. Constituent Matters
  1. Joaquina M. Ignacio
  2. Rosita M. Sarmiento
  3. Maria M. Benavente
  4. Edward Blas and Eliria S.San Nicolas
  5. Johnny Palomo
  6. Eugene SN Fernandez
  7. Juan Q. Acfalle
  8. Bertha Sablan Duenas
  9. Abraham John Guerrero
- B. Bernard Watson – Commercial Lease
- C. Designation of Signatories for Bank of Guam Accounts
- D. GWA Deep Well Y-15 (L7116)

VIII. **Public Comment(s)**

IX. **Next Meeting** – Thursday, January 15, 2025 at 1:00PM, CLTC Conference Room, Suite 223, ITC Building, Tamuning, Guam 96913

X. **Adjournment**

Kumision Inangokkon Tano' CHamoru
(CHamoru Land Trust Commission)

P.O. Box 2950 Hagåtña, Guåhan 96932 • Phone: (671)300-3296 • Fax: (671)300-3319 • Email: cltc.admin@cltc.guam.gov

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X. **Adjournment**

Rev. 09/30/2025

PUBLIC NOTICE

The CHamoru Land Trust Commission Board Meeting of
Thursday, December 18, 2025 was recessed.

At the time of the recess, it was publicly announced that the meeting will **resume at a later date (TBD)** in the CHamoru Land Trust Commission Conference Room, Suite 223, 2nd floor of the ITC Building, Marine Corps Drive, Tamuning, Guam.

The continuation of the December 18, 2025 agenda items will be discussed.

Thank you for your kind understanding. If you have any inquiries, please email cltc.admin@cltc.guam.gov

DISCLAIMER: *This notice was posted on the CLTC website (https://cltc.guam.gov) for public notice on 12/18/2025*

PUBLIC NOTICE

The CHamoru Land Trust Commission Board Meeting of
Thursday, December 18, 2025 was recessed at 3:15PM.

The meeting will resume on **January 8, 2026 at 1:00PM** in the CHamoru Land Trust Commission Conference Room, Suite 223, 2nd floor of the ITC Building, Marine Corps Drive, Tamuning, Guam.
The continuation of the December 18, 2025 agenda items will be discussed.

Thank you for your kind understanding. If you have any inquiries, please email cltc.admin@cltc.guam.gov

DISCLAIMER: *This notice was posted on the CLTC Facebook page for public notice on 12/31/2025*



Chairman's Remarks

CLTC December 2025 Meeting:

Invocation

Ladies and Gentlemen, Esteemed Members of the Board, and Valued Guests:

Before we probe into the critical business at hand, I would like to take a moment to recognize the unwavering determination and dedication exhibited by the staff of the CLTC and this esteemed Board of Directors. This team embodies what it means to inspire and aspire, particularly in these times of dynamic change, as we advance opportunities with unparalleled vigor.

The spirit of our team is characterized by the resolve to strive forward, even when faced with significant obstacles in the past. Together, we remain fundamentally committed to CLTC's mission and mandates, steadfastly working to enhance current procedures and confront the challenges that lie ahead. Our goal is to not only improve upon established processes but also to infuse them with fresh energy and innovation, ensuring outcomes that are not only effective but also beneficial to our community.

Since the inception of the CLTC, we have maintained a relatively static set of systems. However, I believe it is essential for us to collectively share our diverse and extensive professional experiences. This collective wisdom can serve as a catalyst for the remediation and modernization of these processes, better adapted to meet contemporary standards. We must actively identify and analyze outdated concepts, allowing us to modernize them for greater efficiency.

As a board, we stand at the precipice of implementing significant strides toward progress. We have initiated subcommittees, tasked with the vital roles of reviewing, analyzing, and providing recommendations for much-needed remediation. This endeavor will necessitate a concerted effort and collaboration among the staff, the Board, CLTC constituents, the Governor, and the legislature. It is this robust coalition that will complete the circle of progress we seek to achieve.

In alignment with my remarks from last month, I strongly urge that the CLTC be granted enhanced authority to operate in a more autonomous environment. This empowerment is crucial. CLTC must be equipped to negotiate with commercial entities on approved lease terms, creating suitable conditions and fee structures that reflect the needs of our community. Following these negotiations, any commercial lease requests will be submitted for review and comments to the legislature, and subsequently to the Governor for their insight.

Another significant concern that warrants our immediate attention is, the necessity of securing legal counsel to address and rectify past errors. The complexity of our operations and the legal landscape necessitate the presence of an in-house attorney who can work diligently on these matters. This strategic hire will not only mitigate risk but ensure that we are taking proactive steps toward compliance and improvement.

Furthermore, we must address the operational inefficiency related to the requirement of three appraisals for our processes. In contrast, the federal banking system mandates only a single appraisal. Given the complexity and regulatory nature of banking, it follows that our framework should be equally modernized and streamlined. A thorough review of current mandates is essential to align our practices with

standard industry regulations while fostering a more efficient operational mode.

In closing, the challenges facing the CLTC are indeed formidable. What may have originated, from well-intentioned goals now requires a re-evaluation, to uphold viability against today's standards. The mission of the land trust is pivotal; it aims to create opportunities for individuals and families, empowering them to enhance their standard of living and to pursue the American dream of home ownership and subsistence farming.

As we proceed with our agenda today, let us carry forward the spirit of innovation and collaboration that defines us. May our discussions and decisions reflect our shared commitment to progress, ensuring that we fulfill our mission in a manner that is not only effective but also transformative for our community.

Si Yuus Maase



Certification—Public Notice Requirements

CLTC Board of Commissioner Regular Meeting

MEETING

Posted on: 12/11/2025 06:00 AM

Posted by: Dexter Tan

Meeting Date: 12/18/2025 01:00 PM

Department(s):
CHAMORU LAND TRUST COMMISSION (/notices?department_id=23)

Division(s): CHAMORU LAND TRUST COMMISSION (/notices?division_id=174)

Notice Topic(s): BOARD MEETING (/notices?topic_id=76)

Types of Notice: MEETING (/notices?type_id=5)

For Audience(s): PUBLIC (/notices?public=1)

Share this notice

AGENDA

1. **Call to Order** – Certification of Quorum Present

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    2. Guam Public Notice Website (https://notices.guam.gov (https://notices.guam.gov/))

3. **Chairman's Remark**

4. **Approval of Minutes:** November 20, 2025 (Regular Board Meeting)

5. **Administrative Director's Report**

6. **Old Business**
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    4. Public Law 37-146

VI. **New Business**
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    1. Joaquina M. Ignacio
    2. Rosita M. Sarmiento
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    9. Abraham John Guerrero
- B. Bernard Watson – Commercial Lease
- C. Designation of Signatories for Bank of Guam Accounts
- D. GWA Deep Well Y-15 (L7116)

VII. **Public Comment(s)**

VIII. **Next Meeting** – Thursday, January 15, 2025 at 1:00PM, CLTC Conference Room, Suite 223, ITC Building, Tamuning, Guam 96913

IX. **Adjournment**

Barrigada Municipal Planning Council
Municipality of Barrigada
124 Luayao Lane, Barrigada, Guam 96913
Tel: 671-734-3725/3737/3859 Fax: 671-734-1988

PUBLIC HEARING
FIRST NOTICE

The Barrigada Municipal Planning Council will hold a Public Hearing on December 18, 2025. At the Barrigada Mayor's Office Conference Room.

5:30 PM. Application No. H2025-22 requesting a Conditional Use Permit to allow for the construction and operation of a photovoltaic solar power facility on Lots 2442-5, 2442-6 and a portion of 2442-7, Municipality of Barrigada, in a "A" (Agricultural/Rural) Zone.
Applicant, Pacific Energy Corporation, Represented by: W.B. Flores & Associates

In compliance with the American with Disabilities Act, Individuals requiring special accommodations may contact Mayor June Blas at 671-734-3737/3859 or email: barrigadoffice@gmail.com.

JUNE U. BLAS
MAYOR

Barrigada Municipal Planning Council
Municipality of Barrigada
124 Luayao Lane, Barrigada, Guam 96913
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JUNE U. BLAS
MAYOR

Barrigada Municipal Planning Council
Municipality of Barrigada
124 Luayao Lane, Barrigada, Guam 96913
Tel: 671-734-3725/3737/3859 Fax: 671-734-1988

AGENDA

A Regular Barrigada Municipal Planning Council Meeting will be held on Thursday, December 18, 2025, at 6:00 P.M., Barrigada Mayor's Office Conference Room.
Livestreamed on the Barrigada MPCFacebook Page.

I. Call to Order
II. Roll Call
III. Meeting Notification
IV. Approval of Minutes for November 20, 2025
V. Approval of Financial Reports
VI. Mayor's Reports
VII. New Business
A. Conditional Use Permit
Application No. H2025-22 requesting a Conditional Use Permit to allow for the construction and operation of a photovoltaic solar power facility on Lots 2442-5, 2442-6 and a portion of 2442-7, Municipality of Barrigada, in a "A" (Agricultural/Rural) Zone. Applicant, Pacific Energy Corporation, Represented by: W.B. Flores & Associates
VIII. Announcements
IX. Adjournment

In compliance with the American with Disabilities Act, individuals requiring special accommodations may contact Mayor June Blas at 671-734-3737 or email: barrigadaoffice@gmail.com
Funding Source provided by: Pacific Energy Corporation

I Mina'trentai Ocho Na Liheslaturan Guahan

The 38th Guam Legislature
Guam Congress Building • 163 West Chalan Papa, Hagåtña, Guam 96910
Email: procurementoffice@guamlegislature.gov • Website: www.guamlegislature.gov

INVITATION FOR BID

Bid No: GL-01-26
Subject: 60-MONTH LEASE FOR TELEPHONE, INTERNET AND CABLE SERVICES WITH EQUIPMENT
Bid Opening: MONDAY, DECEMBER 29, 2025 Time: 2:00p.m.
Location to submit: Guam Congress Bldg. 163 W Chalan Santo Papa Hagåtña, Guam 96910

The Guam Legislature is issuing this **Invitation for Bid #GL-01-26 for 60-Month Lease for Telephone, Internet, Cable Services and Equipment.** A PDF copy of the bid packet is available to download at www.guamlegislature.gov or a hard copy can be obtained in person at the Guam Congress Building, 163 West Chalan Santo Papa, Hagåtña, Guam 96910 from 8:00 a.m. to 5:00 p.m., Monday through Friday, **beginning Tuesday, December 9, 2025 until Monday, December 29, 2025.** Bidders must register their current contact information with the Procurement Officer - Ms. Connie Mendiola - to ensure they receive any notices regarding changes or updates pertaining to this IFB. The Guam Legislature shall not be responsible for failure to provide notices/updates to any party who did not register their current contact information with the Procurement Officer. Questions, concerns, and/or clarifications must be submitted in writing to the Procurement Office via email at procurement@guamlegislature.gov – Attn: Ms. Connie Mendiola – no later than Thursday, December 18, 2025 at 5:00pm.

The Guam Legislature reserves the right, in its sole and absolute discretion, to reject any and all bids, cancel in its entirety, or waive informalities and minor irregularities in the bids, which in its sole and absolute judgment, will under all circumstances best serve the Government's interests. The right to reject and/or cancel is pursuant to Procurement Regulation 3115 (d)(2)(A).

This advertisement was paid with Government Funds by The Guam Legislature.

For more information, please contact the Procurement Office at procurement@guamlegislature.gov or call (671) 472-3499.

/s/ Joann G. Camacho
Executive Director

Kumision Inangokkon Tano' CHamoru
(CHamoru Land Trust Commission)

CHamoru Land Trust Commission Regular Board Meeting
Thursday, December 18, 2025 at 1:00PM

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IX. **Next Meeting** – Thursday, January 15, 2025 at 1:00PM, CLTC Conference Room, Suite 223, ITC Building, Tamuning, Guam 96913
X. **Adjournment**

In compliance with American with Disabilities Act, individuals requiring special accommodations or services should contact (671)300-3296 or email cltc.admin@cltc.guam.gov

This ad is paid for by CLTC funds



Barrigada Municipal Planning Council
Municipality of Barrigada
124 Luayao Lane, Barrigada, Guam 96913
Tel: 671-734-3725/3737/3859 Fax: 671-734-1988

PUBLIC HEARING
SECOND NOTICE

The Barrigada Municipal Planning Council will hold a Public Hearing on December 18, 2025. At the Barrigada Mayor's Office Conference Room.

5:00 PM. Application No. H2025-22 requesting a Conditional Use Permit to allow for the construction and operation of a photovoltaic solar power facility on Lots 2442-5, 2442-6 and a portion of 2442-7, Municipality of Barrigada, in a "A" (Agricultural/Rural) Zone.
Applicant, Pacific Energy Corporation, Represented by: W.B. Flores & Associates

In compliance with the American with Disabilities Act, Individuals requiring special accommodations may contact Mayor June Blas at 671-734-3737/3859 or email: barrigadoffice@gmail.com.

JUNE U. BLAS
MAYOR

Barrigada Municipal Planning Council
Municipality of Barrigada
124 Luayao Lane, Barrigada, Guam 96913
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Municipality of Barrigada
124 Luayao Lane, Barrigada, Guam 96913
Tel: 671-734-3725/3737/3859 Fax: 671-734-1988

AGENDA
A Regular Barrigada Municipal Planning Council Meeting will be held on Thursday, December 18, 2025, at 6:00 P.M., Barrigada Mayor's Office Conference Room.
Livestreamed on the Barrigada MPCFacebook Page.

I. Call to Order
II. Roll Call
III. Meeting Notification
IV. Approval of Minutes for November 20, 2025
V. Approval of Financial Reports
VI. Mayor's Reports
VII. New Business
A. Conditional Use Permit
Application No. H2025-22 requesting a Conditional Use Permit to allow for the construction and operation of a photovoltaic solar power facility on Lots 2442-5, 2442-6 and a portion of 2442-7, Municipality of Barrigada, in a "A" (Agricultural/Rural) Zone. Applicant, Pacific Energy Corporation, Represented by: W.B. Flores & Associates
VIII. Announcements
IX. Adjournment

In compliance with the American with Disabilities Act, individuals requiring special accommodations may contact Mayor June Blas at 671-734-3737 or email: barrigadaoffice@gmail.com
Funding Source provided by: Pacific Energy Corporation

APPLY NOW!!

4 – CAMP COOK with min. 1 yr. exp. **$14.09 PER HOUR***
Prepares and cooks Filipino dishes and other style cuisines for construction crew.
(Must possess a health certificate after hiring.)

13 – CARPENTER with min. 1 yr. exp. **$18.34 PER HOUR***
Performs carpentry duties for residential, commercial and government projects.

19 – CEMENT MASON with min. 1 yr. exp. **$17.51 PER HOUR***
Performs cement mason duties for residential, commercial and government projects.

4 – ELECTRICIAN with min. 2 yrs. exp. **$21.02 PER HOUR***
Performs electrician duties for residential, commercial and government projects.

3 – HEAVY EQUIPMENT OPERATOR with min. 1 yr. exp. **$18.97 PER HOUR***
Performs heavy equipment operator duties for residential, commercial and government projects.
(Must be able to obtain chauffeur's license)

3 – PLUMBER with min. 2 yrs. exp. **$19.48 PER HOUR***
Performs plumber duties for residential, commercial and government projects.

4 – REINFORCING METAL WORKER with min. 1 yr. exp. **$16.98 PER HOUR***
Performs reinforcing metal worker duties for residential, commercial and government projects.

1 – SHEET METAL WORKER with min. 1 yr. exp. **$20.44 PER HOUR***
Performs sheet metal worker duties for residential, commercial and government projects.

Verification of qualifications required.

**Special Wage Rate: Work to be performed on DPRI-funded projects and projects covered by Davis Bacon, Service Contracts Act, and/or Executive Order 14206 will be paid no less than the indicated wage rate but may be paid more where special rates apply and may require paid holidays and/or paid sick leave.*

Successful applicant must be able to obtain military base access pass upon hire. Employees are required to take and pass a substance abuse test after hire.

Benefits: Round-trip airfare for off-island hire, food and lodging @ $102.49/wk.; local transportation to/from jobsite from the employer's designated housing facility; and employer/employee-paid medical insurance provided.

The job offer meets all EEO requirements, and initiates a temporary placement. The recruitment associated with this job offer is closely monitored by the Department of Labor. Qualified, available and willing U.S. workers are highly encouraged to apply. Should you qualify for the job and are not hired, you may appeal with the Department of Labor who will independently review matter.

For the complete job duties, apply in person at the American Job Center
414 W. Soledad Avenue, Suite 300 GCIC Building Hagatna, Guam
Or apply online at www.hireguam.com; Enter Keyword: 2026-019

CIVIL SERVICE COMMISSION
KUMISION I SETBISION SIBIT
Bell Tower Suite 201, 710 W. Marine Corps Drive, Hagåtña, Guam 96910 • Tel: (671) 647-1855 • Fax: (671) 647-1867

NOTICE OF MEETING
IN-PERSON MEETING AT 9:00 A.M. ON THURSDAY, DECEMBER 18, 2025.
A live broadcast of this meeting is available to the public on the CSC website at csc.guam.gov or on GovGuam.tv. The public can also access a live stream of this meeting via zoom by using the link or Meeting ID and Passcode provided below. **https://us06web.zoom.us/j/83063037505?pwd=oJ8LC9iB5K0wzvYicyElDIpG4BbTbZ.1**
Meeting ID 396 426 4910 / Passcode: 277709

AGENDA

I. CALL TO ORDER.
II. APPROVAL OF MINUTES: None.
III. NEW BUSINESS: None.
IV. OLD BUSINESS:
(1) Motion Hearing:
Joshua R. James vs. Guam Solid Waste Authority;
CSC Case No.: 25-AA06S
V. GENERAL BUSINESS:
1) Bills and Laws affecting CSC.
2) Administrative Counsel Litigation Update.
3) Administrative Matters:
a). Board Training; Civil Service Commission Board Members.
VI. ADJOURNMENT.

For special accommodations, please contact Maria P. Masnayon, CSC ADA Coordinator at (671) 647-1872 / (671) 647-1855.
/s/ Daniel D. Leon Guerrero, Executive Director
Paid by the Civil Service Commission

Kumision Inangokkon Tano' CHamoru
(CHamoru Land Trust Commission)

CHamoru Land Trust Commission Regular Board Meeting
Thursday, December 18, 2025 at 1:00PM

CHamoru Land Trust Conference Room, 590 S. Marine Corp Drive ITC Building, Suite 223, 2nd Floor Tamuning, Guam. Public Comments may be made at cltc.admin@cltc.guam.gov To view the meeting virtually, log on to GovGuam Live-YouTube or Google Meeting link: meet.google.com/jcp-khge-hwq

AGENDA

I. Call to Order – Certification of Quorum Present
II. Certification – Public Notice Requirements
A. Guam Daily Post (December 11, 2025 and December 16, 2025)
B. Guam Public Notice Website (https://notices.guam.gov)
III. Chairman's Remark
IV. Approval of Minutes: November 20, 2025 (Regular Board Meeting)
V. Administrative Director's Report
VI. Old Business
A. Lot 10122-12, Dededo / Guam International Country Club
B. Portion of Lot 440, Merizo Trans World Radio
C. Publication of Recruitment – Administrative Director
D. Public Law 37-146
VII. New Business
A. Constituent Matters
1. Joaquina M. Ignacio
2. Rosita M. Sarmiento
3. Maria M. Benavente
4. Edward Blas and Eliria S.San Nicolas
5. Johnny Palomo
6. Eugene SN Fernandez
7. Juan Q. Acfalle
8. Bertha Sablan Duenas
9. Abraham John Guerrero
B. Bernard Watson – Commercial Lease
C. Designation of Signatories for Bank of Guam Accounts
D. GWA Deep Well Y-15 (L7116)
VIII. Public Comment(s)
IX. Next Meeting – Thursday, January 15, 2025 at 1:00PM, CLTC Conference Room, Suite 223, ITC Building, Tamuning, Guam 96913
X. Adjournment

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This ad is paid for by CLTC funds

Doc. No. 38GL-26-2058.*



Approval of Minutes

Kumision Inangokkon Tano' CHamoru
(CHamoru Land Trust Commission)

P.O. Box 2950 Hagåtña, Guåhan 96932 *Phone: 671- 300-3296 Fax: 671-300-3319*

Lourdes A. Leon Guerrero
I Maga'Haga
Governor of Guam

Joshua F. Tenorio
I Segundo Maga'Lahi
Lieutenant Governor of Guam

Commission Members

Earl J. Garrido
Acting Chairperson

Joseph F. Artero-Cameron
Commissioner

Fabrienne Cruz Respicio
Commissioner

Jeremy J. Rojas
Commissioner

Vacant
Commissioner

Joseph B. Cruz Jr.
Acting Administrative Director

CHamoru Land Trust Commission Regular Board Meeting
Thursday, November 20, 2025, 1:00 PM

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MEETING MINUTES

Public Notice: *The Guam Daily POST on November 13, 2025, and November 18, 2025*

PRESENT:

Commissioners
Earl J. Garrido, Acting Chairperson
Fabrienne C. Respicio, Commissioner
Jeremy J. Rojas, Commissioner
Joseph F. Artero-Cameron, Commissioner (via Google Meet)

Management and Staff
Joseph B. Cruz Jr., Acting Administrative Director
Glenn Eay, Land Agent Supervisor
Jhoana Casem, Land Agent II
Jessica Dayday, Land Agent II
Damian Narcis, Land Agent I
Lydia Taleu, Land Agent I
Dexter Tan, Program Coordinator I

Guests
Charles J. Santos
May Castro
Peter P. San Nicolas
Thomas Hertslet

Summary

Chairman Earl J. Garrido delegated authority to Commissioner Joseph Cameron, in charge, and Commissioner Jeremy Rojas to lead the agricultural, residential, and commercial subcommittees, respectively, while detailing efforts to restore CLTC's autonomy over commercial leases through specific legislative actions to affirm CLTC's exclusive authority and enforce a 10% plus rate of appraised value. The board approved the September 18, 2025, regular board meeting minutes, received updates on the $9 million utility appropriation and surveying services, and addressed 8,850 pending applications for lease awards, approving lease terminations and successorships for several beneficiaries, including Charles Joseph Santos, May M. Castro, Sara Rose Flores Martinez, and Sarah Rose Flores. The board also approved one-year commercial license extensions for Agfayan, Inc., conditional on resolving arrears and property issues, approved proposed bills for hiring an attorney and addressing unregistered properties, and agreed to commence the lease award process for 200 applicants. The board also approved an RFP for an affordable housing subdivision design and a 30-day extension for the environmental study at the Global Recycling Center, and implemented a blanket decision for the automatic reversion of unauthorized application switches and transfers.

Details

I. Meeting Called to Order

A. Virtual Meeting Logistics and Commencement Commissioner Artero-Cameron questioned the delay in starting the meeting, noting that six people were already lined up virtually through Guam Live YouTube or Google Meet. Acting Chairman Garrido confirmed the start time as 1:16 p.m. on November 20th, 2025, for the CLTC regular board meeting at the ITC building. Casem apologized for the delay, stating they were waiting for PBS to arrive to do the recording, but proceeded to start the meeting without them.

B. Chairman's Opening Comments and Delegation of Authority Acting Chairman Garrido provided an opening comment and delegated authority due to their recognized limitations as the sitting chairman. They assigned Commissioner Artero-Cameron to lead the agricultural subcommittee, in charge of the residential subcommittee, and Commissioner Rojas to be in charge of the commercial subcommittee. Acting Chairman Garrido emphasized being a proponent of freethinking, networking, and problem analysis, valuing the dynamic and professional nature of the board and staff.

C. Restoring CLTC Autonomy Over Commercial Leases A detailed the effort to restore CLTC's autonomy over commercial lease negotiations and enforcement of existing mandates. Casem indicated that this requires legislative action to relinquish negotiation and oversight of land trust commercial leases, reaffirming the trust's statutory mandates to set lease rates and terms based on appraised values. Historically, legislative intervention, often driven by special interest groups, resulted in non-beneficial lease terms, contrary to the mandate of a 10% plus rate of the appraised value.

D. Legislative Action Requests for Commercial Leases, the CLTC plans to request specific legislative actions, including affirming the CLTC's exclusive authority to negotiate, execute, amend, and renew commercial leases, subject to standardized procedures. They also aim to prohibit special interest-driven legislative mandates, enforce the requirement that commercial leases be charged at 10% of the appraised

value, and provide for independent oversight and audits instead of direct intervention during negotiation. Casem concluded that these steps will align practices with the trust's fiduciary duties, improve fiscal outcomes for beneficiaries, and restore public confidence.

II. Approval of Minutes

Commissioner Artero-Cameron moved to approve the regular board meeting minutes from September 18, 2025. Seconded by Commissioner Rojas. Acting Chairman Garrido called for a vote. MOTION PASSED. 4-0

III. Administrative Director's Report by AAD Cruz

A. Administrative, Land Administration, Commercial, and GHURA

- The administrative director's report covered the $9 million appropriation for utility installation, with CLTC planning to prepare power applications for individual lots starting in December. The report also addressed the transfer of track 1113 block 16 from DLM into CLTC's inventory to correct anomalies, as leases had already been issued on that land.

- **Surveying Services and Fix and Six Program Updates.** Full payment was made to DLM for retracement surveying services, and the CLTC is awaiting their proposed project listing for commencement. Jhoana Casem mentioned a site visit was conducted with the DLM survey division at tract 319 at Hagat, and they plan to communicate with municipality mayors for assistance with heavy equipment for future projects. Regarding the Fix and Six program, CLTC met with GHURA officials to understand the grant program, which has approximately $200 million available, and shared a list of over 4,900 potential beneficiaries.

- **Land Administration and Pending Applications Update.** CLTC received a letter from the Merizo mayor regarding the Trans World Radio (TRW) property, whose lease expires in 2026, and is awaiting information from the office of infrastructure and policy development regarding asset assessment and identification. The number of pending applications for lease awards is fluid, standing at 8,850 as of November 19, 2025. CLTC processed 79 applications for lease awards and anticipates sending out certified letters for the next 101 in line on December 10, bringing the total to about 180.

- **Trans World Radio (TRW) Property and Alupat Island Inspection.** A discussion was held regarding the TRW lease expiring in 2026, and AAD Cruz stressed the need for a deadline for the office of infrastructure and policy development to advise the commission on the equipment's future, to avoid the burden of disassembly falling on CLTC. Commissioner Artero-Cameron agreed with this concern. Furthermore, a site inspection was conducted on Alupat Island on October 14, 2025, due to concerns of unauthorized habitation and oxygen gas usage, though no people were present during the visit. CLTC is seeking lot certification from DLM to confirm jurisdiction over the Alupat Island property before proceeding with any remediation or eviction processes.

- **GICC Commercial Lease and Typhoon Liability Concerns.** CLTC received the second draft of the first amendment of the GICC commercial lease, which is under internal review with plans for a work session before presentation to the board in December. Commissioner Artero-Cameron interjected a concern about the revision, arguing that should be on GICC, also doing business as a solar farm, to assume liability for any panels or attachments causing damage to the neighborhood during typhoons.

AAD Cruz agreed to take note and explore this valid avenue, ensuring all responsibility will be seen.

B. Constituent Matters Addressing Residential Lease Terminations Commissioner Artero-Cameron moved to amend the agenda to immediately address new business constituent matters 1 through 5, allowing those affected parties to leave, seconded by Commissioner Rojas. Acting Chairman Garrido called for a vote. Motion passed. 4-0.

IV. Old Business

A. Lot 10122-15, Dededo / Global Recycling Center

AAD Cruz stated that the lease is to expire or has already expired. Authorization to occupy; no lease agreement has been issued.

Commissioner Artero-Cameron made a motion to grant a 30-day extension to conduct an environmental study for Global Recycling. Seconded by Commissioner Rojas. Acting Chairman Garrido called for a vote. Motion approved. 4-0. *A letter to be sent to Global as soon as possible in regards to the motion by the Commission.*

B. Tract 10123, Yigo, Turn-Key Design Built

Two names (AAD Cruz and Dexter Tan) have completed the module in regards to the training of staff, and at least two names in regards to the reviewing process. Commissioner Artero-Cameron is seeking to have Commissioner Respicio be heavily involved in this project.

Commissioner Rojas made a motion to approve the RFP to build a turn-key design, construct, and market plans for Tract 10123, Yigo. Commissioner Respicio seconded the motion. Acting Chairman Garrido called for a vote. Motion approved. 4-0.

C. Old Business

Commissioner Respicio made a motion to table Old Business, item C. Commissioner Rojas seconded the motion. Acting Chairman Garrido called for a vote. Motion approved. 4-0.

D. Switch and Transfer

AAD Cruz is requesting the board to decide that if an application was a part of a switch or transfer, we are able to revert the application to its original state for the sake of efficiency and process. AAD Cruz requests that this be approved to continue with the process.

Commissioner Rojas made a motion to approve a reversion of the changes that were made at the application stage. Commissioner Artero-Cameron seconded the motion. Acting Chairman Garrido called for a vote. Motion approved. 4-0.

E. Switch of Application Type

Commissioner Respicio made a motion to remove Item F of Old Business from the agenda. Commissioner Rojas seconded the motion. Acting Chairman Garrido called for a vote. Motion approved. 4-0.

F. South Ukudo, Dededo – GPA System Improvements

Commissioner Respicio – the easement falls in line within the boundary, and how wide it's going to be. The map is incomplete.

Commissioner Artero-Cameron made a motion to accept the design; however, to specify on the map the width of the easement, no less than 20ft. Commissioner Respicio seconded the motion. Acting Chairman Garrido called for a vote. Motion passes 4-0.

V. New Business

A. Constituent Matters

1. Charles J. Santos

Charles Joseph Santos requested to terminate his residential lease due to being double-slotted with another applicant. **Commissioner Artero-Cameron made a motion to terminate to approve the termination of the residential lease, and seconded by Commissioner Rojas. Acting Chairman Garrido called for a vote. Motion passed. 4-0.**

2. Caroline LG Santos

Successorship of Agricultural Lease for Carolyn LG Santos. The board addressed the matter of the deceased Caroline LG Santos' agricultural lease, where the named successor, Jeffrey W. Santos, relinquished their claim to their sibling, Charles Santos. **Commissioner Artero-Cameron moved to name Charles J. Santos the successor of the agricultural lease, provided he complies with all terms and conditions of the lease. Commissioner Rojas seconded the motion. Acting Chairman Garrido called for a vote. Motion passed. 4-0.**

3. Victor R. Manibusan

Successorship of Residential Application for Victor R. Manibusan. May M. Castro appeared before the board requesting to be named successor of their deceased brother, Victor R. Manibusan's residential application. LA II J. Casem confirmed that May M. Castro meets the eligibility criteria as a descendant of an occupier/farmer on land taken by the US government, and all siblings relinquished their rights.

Commissioner Artero-Cameron moved to approve May M. Castro as the successor and eligible beneficiary of the CHamoru Land Trust Commission. Commissioner Rojas seconded the motion. Acting Chairman Garrido called for a vote. Motion passed. 4-0.

4. Sara Rose Flores

Termination of Sara Rose Flores's Residential Lease. The board considered the termination of Sara Rose Flores' residential lease because she and her late husband both held the same type of residential lease, which is contrary to the act. Flores chose to terminate her lease, as she and her husband could only retain one. **Commissioner Artero-Cameron moved to terminate Sara Rose Flores's residential application. Commissioner Rojas seconded the motion. Acting Chairman Garrido called for a vote. Motion passed. 4-0.**

5. Charlie Mantanona Martinez

Successorship of Residential Lease for Charlie Matanona Martinez. The final constituent matter involved transferring the residential lease of the deceased Charlie Matanona Martinez, to the named successor and wife, Sara Rose Flores Martinez.

Commissioner Artero-Cameron moved to approve Sarah Rose Flores Martinez as the successor, with the condition that she is responsible for the indebtedness of any existing loan. Commissioner Rojas seconded the motion. Acting Chairman Garrido called for a vote. Motion passed. 4-0.

B. Agfayan, Inc.

Commercial License Extension for Agfayan Inc. The board discussed a request for a one-year extension for the commercial license of Agfayan Inc., which expired on July 1st, 2025, due to ambiguity in the license regarding the maximum duration of 21 years. The board was asked to consider an extension until July 1st, 2026, to complete the 21 years, which would not violate any current rules.

Commissioner Artero-Cameron moved to approve the one-year extension, conditional on Agfayan paying all arrears and resolving the encroachment, metallic waste, and debris issues on the Special Olympics lot by January 15, 2026. Commissioner Rojas seconded the motion. Acting Chairman Garrido called for a vote. Motion passed. 4-0.

Commercial Lease Extension and Encroachment Resolution
Commissioner Cameron moved to approve a one-year extension for the Agfayan Inc. commercial lease, which is set to expire in 2026, to complete 21 years. This motion was conditional upon Agfayan Inc. paying its arrears in full and resolving the encroachment, metallic waste, and other debris caused by tenants on the lot. AAD Cruz clarified that the encroachment is to the adjacent property leased by Mr. San Nicolas, which was transferred to the Special Olympics via public law. Furthermore, AAD Cruz stated that the contractual obligation is with Mr. San Nicolas, not the tenant, and that the CLTC would continue to cite Mr. San Nicolas for ongoing issues, potentially leading to lease termination if the tenant remains non-compliant. *A letter will be prepared by AAD Cruz.*

C. Proposed Bill to Recruit an Attorney

Hiring an Attorney for CLTC. The board discussed a proposed bill to recruit an attorney for the CLTC, which AAD Cruz noted had been shared with commissioners and reviewed by the attorney. AAD Cruz explained that hiring an attorney on staff would be beneficial, particularly due to the sensitive nature of current legal guidance needs. They confirmed that the bill's framework was based on public law that allowed the EPA to hire its own attorney and that the position would be unclassified.

Commissioner Rojas made a motion to approve the proposed bill to recruit an attorney. Commissioner Respicio seconded the motion. Acting Chairman Garrido called for a vote. Motion passed. 4-0.

D. Proposed Bill for Unregistered Properties

The board considered a proposed bill to address unregistered properties within the CLTC inventory, which AAD Cruz stated was reviewed by Deputy Attorney General Miller and was timely because this issue has held up forward progress. Jhoana Casem clarified that the bill addresses the 76 parcels and 223 leases currently in the CLTC inventory.

Commissioner Cameron expressed strong support for the bill, noting that it addresses a decades-old problem.

Commissioner Rojas made a motion to approve the proposed bill, and seconded by Commissioner Respicio. Acting Chairman called for a vote. Motion passed. 4-0.

A motion was made by Commissioner Artero-Cameron and seconded by Commissioner Rojas. Acting Chairman Garrido called for a vote. Motion passed. 4-0.

Seeking Oversight Chair Support for Legislation, Commissioner Cameron moved to ensure that Vice Speaker Anthony Ada, as the oversight chair for the CHamoru Land Trust Commission, would be the senator to propose and support the legislation for both the attorney recruitment bill and the unregistered properties bill. The motion was seconded and carried, aiming to push the bills forward under the Vice Speaker's oversight.

E. Commencement of Lease Award Process

Commencement of the Lease Award Process for Two Hundred Applicants. AAD Cruz presented a list of two hundred applicants who are next in line for the lease award process, which would bring the process up to December 2, 1995. AAD Cruz confirmed that the applicants are in sequential order and that the vetting process will follow.

Commissioner Cameron commended the staff for their dedication and moved to approve the commencement of the lease award process for the two hundred applicants listed. The listing will bring the applications on December 2, 1995, as of 12:13 PM. Commissioner Rojas seconded the motion. Acting Chairman Garrido called for a vote. Motion passed. 4-0.

F. Lot 10154-5-R3RW, Yigo

Permission to Survey Easement for Private Landowner. A private landowner requested permission to survey out a right-of-way easement in the Manhita Farms area at no cost to CLTC. AAD Cruz clarified that the easement portion would come out of government lands and align with existing master planning, benefiting both the private landowner and CLTC constituents who would otherwise bear the survey costs.

Commissioner Rojas made a motion, and Commissioner Respicio seconded the motion to approve the land owner's request to survey the easement with the condition that the property is registered. Acting Chairman Garrido called for a vote. Motion passed. 4-0.

VI. Public Comment(s)

Thomas Hersworth – Request for a copy of the statement made by Chairman Garrido. He is leasing from GEDA, and Triple J Motors is subleasing from him. Addressing the livelihood of landless individuals is essential for community stability. Possible strategies include providing access to utilities and financial support for property ownership.

Community education is vital for fostering responsibility and self-sufficiency among residents. This involves teaching individuals how to manage their properties and resources effectively.

VII. Next Meeting

Thursday, December 18, 2025, at 1:00 PM, CLTC Conference Room, Suite 223, 2nd Floor, ITC Building, Tamuning, Guam 96913

VIII. Adjournment – Meeting adjourned at 3:15 PM

Commissioner Artero-Cameron motioned to adjourn the meeting, and Commissioner Rojas seconded the motion. Acting Chairman Garrido called for a vote. Motion passes. 4-0.

Transcribed by: Jessica Dayday, Land Agent II

Approved by motion in the meeting of December 18, 2025

Acting Chairperson Earl J. Garrido _____ Date 12/18/25



Administrative Director's Report



Old Business



Guam International Country Club
Lot 10122-12 Dededo

GICC Commercial Lease Agreement - Revised Rent Schedule

Red indicates commencement of new rent escalation period at 12%

Lease Year	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec	Jan	Annual Rent Due
2025-2026												$26,448.50	$26,448.50
2026-2027	$26,448.50	$26,448.50	$26,448.50	$26,448.50	$26,448.50	$26,448.50	$26,448.50	$26,448.50	$26,448.50	$26,448.50	$26,448.50	$26,448.50	$317,382.00
2027-2028	$26,448.50	$26,448.50	$26,448.50	$26,448.50	$26,448.50	$26,448.50	$26,448.50	$26,448.50	$26,448.50	$26,448.50	$26,448.50	$26,448.50	$317,382.00
2028-2029	$26,448.50	$26,448.50	$26,448.50	$26,448.50	$26,448.50	$26,448.50	$26,448.50	$26,448.50	$26,448.50	$26,448.50	$26,448.50	$26,448.50	$317,382.00
2029-2030	$29,622.33	$29,622.33	$29,622.33	$29,622.33	$29,622.33	$29,622.33	$29,622.33	$29,622.33	$29,622.33	$29,622.33	$29,622.33	$29,622.37	$355,468.00
2030-2031	$29,622.33	$29,622.33	$29,622.33	$29,622.33	$29,622.33	$29,622.33	$29,622.33	$29,622.33	$29,622.33	$29,622.33	$29,622.33	$29,622.37	$355,468.00
2031-2032	$29,622.33	$29,622.33	$29,622.33	$29,622.33	$29,622.33	$29,622.33	$29,622.33	$29,622.33	$29,622.33	$29,622.33	$29,622.33	$29,622.37	$355,468.00
2032-2033	$29,622.33	$29,622.33	$29,622.33	$29,622.33	$29,622.33	$29,622.33	$29,622.33	$29,622.33	$29,622.33	$29,622.33	$29,622.33	$29,622.37	$355,468.00
2033-2034	$29,622.33	$29,622.33	$29,622.33	$29,622.33	$29,622.33	$29,622.33	$29,622.33	$29,622.33	$29,622.33	$29,622.33	$29,622.33	$29,622.37	$355,468.00
2034-2035	$33,177.00	$33,177.00	$33,177.00	$33,177.00	$33,177.00	$33,177.00	$33,177.00	$33,177.00	$33,177.00	$33,177.00	$33,177.00	$33,177.00	$398,124.00
2035-2036	$33,177.00	$33,177.00	$33,177.00	$33,177.00	$33,177.00	$33,177.00	$33,177.00	$33,177.00	$33,177.00	$33,177.00	$33,177.00	$33,177.00	$398,124.00
2036-2037	$33,177.00	$33,177.00	$33,177.00	$33,177.00	$33,177.00	$33,177.00	$33,177.00	$33,177.00	$33,177.00	$33,177.00	$33,177.00	$33,177.00	$398,124.00
2037-2038	$33,177.00	$33,177.00	$33,177.00	$33,177.00	$33,177.00	$33,177.00	$33,177.00	$33,177.00	$33,177.00	$33,177.00	$33,177.00	$33,177.00	$398,124.00
2038-2039	$33,177.00	$33,177.00	$33,177.00	$33,177.00	$33,177.00	$33,177.00	$33,177.00	$33,177.00	$33,177.00	$33,177.00	$33,177.00	$33,177.00	$398,124.00
Remaining Rent Obligation													$4,746,554.50

LOURDES A. LEON GUERRERO
GOVERNOR

JOSHUA F. TENORIO
LT. GOVERNOR

UFISINAN I MAGA'HÅGAN GUÅHAN
OFFICE OF THE GOVERNOR OF GUAM

Transmitted via Email to: speakerblas@guamlegislature.org

October 16, 2025

THE HON. FRANK BLAS, JR., *Speaker*
I Mina'trentai Ocho Na Liheslaturan Guåhan
38th Guam Legislature
Guam Congress Building
163 Chalan Santo Papa
Hagåtña, Guam 96910

Re: Bill No. 135-38 (COR), "AN ACT TO *AMEND* THE CHAMORRO LAND TRUST LEASE AGREEMENT WITH THE GUAM INTERNATIONAL COUNTRY CLUB, INCORPORATED."

Håfa Adai Mr. Speaker,

In Bill No. 135-38, *I Liheslaturan Guåhan* approved amendments made to a lease on Lot Number 10122-12 between the Chamorro Land Trust Commission ("CLTC") and the Guam International Country Club, Incorporated ("GICC"). These amendments permit GICC to generate, store, and transmit renewable solar power through at least 2055. This legislation increases the escalation rate and sets the net present value of Lot 10122-12 to be appraised at no less than Nine Million Dollars ($9,000,000). The CLTC also projects a profit sharing of approximately Forty-Seven Million Dollars ($47,000,000) over 30 years. The amended lease provides clear financial benefits for the people of Guam and has received the unanimous support of the CLTC.

Furthermore, Bill No. 135-38 is a step in the right direction to make good on the aggressive renewable energy policy adopted by the Government of Guam in Public Laws 29-62, 35-46, 35-145, and 36-137 as GICC plans to construct a 60 to 65 megawatt state of the art solar farm. Under existing energy policy, Guam has committed to achieving 50% renewable energy by 2035 and 100% by 2045. The solar power generated by this new infrastructure is projected to power over 45,000 homes and reduce chemical use related to the golf course.

Finally, well respected organizations such as the World Health Organization (WHO), the United States Environmental Protection Agency, and North Carolina State University's Clean Energy Technology Center (NC Clean Energy) have found solar energy to be a clean source of power while having minimal impact, if any, on the environment. As to concerns about electromagnetic fields, sometimes referred to as radiation, in 2005, the WHO concluded that there is no concern of negative health impacts from the electric fields generated by a solar facility. In 1997, the National Academies of Science conducted a comprehensive review of published studies and determined that there was no evidence to show that exposure to these magnetic fields caused any health concerns.

NC Clean Energy also studied the impacts of electromagnetic fields associated with solar energy production writing, "modern humans are exposed to electromagnetic fields throughout their daily lives without negative health impacts," and that "someone outside of the fenced perimeter of a solar facility is not exposed to any significant amount of electromagnetic fields from the solar facility." NC Clean Energy explained "Electromagnetic fields produced by electricity is (sic) non-ionizing radiation, meaning the radiation…[does] not [have] enough energy to remove electrons from an atom or molecule or to damage DNA. Therefore, there is no negative health impact from the electromagnetic fields produced in a solar farm."

Since the legislation takes steps to protect the environment by requiring the solar panels installed be free of per- and polyfluoroalkyl substances, commonly known as "forever chemicals," and the research demonstrates that our people and environment will not be at risk, I feel satisfied with the amended lease in its current form.

For these reasons, I sign Bill No. 135-38 (COR) into law as Public Law 38-61.

Senseramente,

LOURDES A. LEON GUERRERO
I Maga'hågan Guåhan
Governor of Guam

Enclosure(s): Bill No. 135-38 (COR) nka P.L. 38-61
cc via email: *Honorable* Joshua F. Tenorio, *Sigundo Maga'låhen Guåhan*, Lt. Governor of Guam
Compiler of Laws

I MINA'TRENTAI OCHO NA LIHESLATURAN GUÅHAN
2025 (FIRST) Regular Session

CERTIFICATION OF PASSAGE OF AN ACT TO *I MAGA'HÅGAN GUÅHAN*

This is to certify that **Bill No. 135-38 (COR), "AN ACT TO *AMEND* THE CHAMORRO LAND TRUST LEASE AGREEMENT WITH THE GUAM INTERNATIONAL COUNTRY CLUB, INCORPORATED,"** was on the 3rd day of October 2025, duly and regularly passed.

Frank F. Blas, Jr.
Speaker

Attested:

Sabrina Salas Matanane
Legislative Secretary

This Act was received by *I Maga'hågan Guåhan* this 7th day of October, 2025, at 4:40 o'clock P.M.

Assistant Staff Officer
Maga'håga's Office

APPROVED:

Lourdes A. Leon Guerrero
I Maga'hågan Guåhan

Date: 10/16/2025

Public Law No. 38-61

2025-24634

OFFICE OF THE GOVERNOR
CENTRAL FILES OFFICE
Recd By: Elaine Tajalle
Date: 10/7/25 Time: 4:40 pm

I MINA'TRENTAI OCHO NA LIHESLATURAN GUÅHAN
2025 (FIRST) Regular Session

Bill No. 135-38 (COR)
As amended by the Committee on Land,
Environment, Housing, Agriculture, Parks, and Infrastructure.

Introduced by: Joe S. San Agustin
William A. Parkinson
Eulogio Shawn Gumataotao
V. Anthony Ada
Chris Barnett
Frank F. Blas, Jr.
Vincent A.V. Borja
Shelly V. Calvo
Christopher M. Dueñas
Jesse A. Lujan
Tina Rose Muña Barnes
Sabrina Salas Matanane
Telo T. Taitague
Therese M. Terlaje

AN ACT TO *AMEND* THE CHAMORRO LAND TRUST LEASE AGREEMENT WITH THE GUAM INTERNATIONAL COUNTRY CLUB, INCORPORATED.

BE IT ENACTED BY THE PEOPLE OF GUAM:

Section 1. Legislative Findings and Intent. *I Liheslaturan Guåhan* finds that Lot Number 10122-12, located in the Municipality of *Dededo*, is a trust property under a commercial lease agreement executed on April 1, 2014, between the Chamorro Land Trust Commission (CLTC), as lessor, and the Guam International Country Club, Inc. (GICC), as lessee. The lease was recorded on April 4, 2014, under Document No. 863522. The current lease includes a 10% escalation clause every

five (5) years and is estimated to generate $4,961,735 in rent through January 31, 2039. However, GICC has proposed amendments to the lease that would provide accelerated rent payments, increased escalation rates, and an extension of the lease term in exchange for allowing the use of the property for the generation, storage, and transmission of renewable solar energy.

I Liheslaturan Guåhan further finds that this proposal offers an unprecedented opportunity in the history of the CLTC. The lessee has agreed to prepayment of all rent due under the amended lease, to be valued at not less than Nine Million Dollars ($9,000,000) based on a net present value calculation by a certified appraiser. Additionally, GICC will make available, at no cost, the GICC Clubhouse—an asset valued between $7 to $8 million—and five (5) surrounding acres for the exclusive use of the CLTC.

I Liheslaturan Guåhan also finds that the proposed project aligns with Guam's aggressive renewable energy mandates under Public Laws 29-62, 35-46, 35-145, and 36-137, which collectively set forth the territory's Renewable Portfolio Standards (RPS)—requiring 50% renewable energy by 2035 and 100% by 2045. The solar energy development on this site will provide clean energy for over 45,000 households, reduce water and chemical use from the former golf course, and reinforce Guam's environmental and energy independence goals.

It is therefore the intent of *I Liheslaturan Guåhan* to approve the amendments to the lease between the Chamorro Land Trust Commission and Guam International Country Club, Inc., and to authorize the CLTC to utilize the benefits of this amended lease agreement to fulfill its mission.

Section 2. Amendments to Lease. Notwithstanding 21 GCA § 60115, 21 GCA § 75A122, 21 GCA § 75A103 and any other provision of law, *I Liheslaturan Guåhan* hereby authorizes, approves and directs the Chamorro Land Trust Commission to make, within 30 days of the enactment of this Act, the following

amendments to the subject lease agreement by and between the Chamorro Land Trust Commission as Lessor, and the Guam International Country Club, Inc., herein after GICC as Lessee:

(1) The generation, storage and transmission of renewable solar power is hereby added as a permitted use of Lot Number 10122-12, Mogfog, Municipality of *Dededo*. The permitted commercial uses of the property stated in the lease agreement shall include the generation, storage and transmission of renewable solar power;

(2) The lease term shall be extended through January 31, 2055, and shall provide an option to extend the lease term by an additional two (2) years in the event this extension is necessary on account of regulatory requirements, construction schedules and the requirements of the Guam Power Authority;

(3) In the event the property is used for the generation, storage and transmission of renewable solar power: *i*) for the purpose of determining the net present value of the future rent that is due until the expiration of the existing lease term to January 31, 2039, the current rental escalation rate of 10% every five years shall be increased to an escalation rate of 12% every five years; and *ii*) for the purpose of determining the net present value of the future rent that is due under the extended term, the fair market rent payable during the extended term shall be determined by a Member of the Appraisal Institute (MAI) certified and licensed real estate appraiser selected by the Chamorro Land Trust Commission.

(4) In the event the property is used for the generation, storage and transmission of renewable solar power, the Lessee shall pay all rents due under the amended lease in advance at its net present value, to be determined by the MAI certified and licensed real estate appraiser selected by the Chamorro Land Trust and paid for by GICC, utilizing a market based discount

rate and shall not be less than Nine Million Dollars ($9,000,000.00), with 10% paid within thirty (30) days of the date a power purchase agreement is entered into with the Guam Power Authority that will utilize the property for the generation, storage and transmission of renewable solar power and the remaining 90% paid within thirty (30) days of the date solar power is first transmitted to the Guam Power Authority under the power purchase agreement;

(5) In the event the property is used for the generation, storage and transmission of renewable solar power, Lessee will not be required to use the property for the operation of a golf course;

(6) In the event the property is used for the generation, storage and transmission of renewable solar power, the GICC Club House along with its surrounding property of approximately five (5) acres, shall be maintained by GICC and designated for the exclusive use of the Chamorro Land Trust Commission which shall have the discretion to make this designated property also available for the use of the Department of Land Management and Guam Ancestral Lands Commission. GICC and the Chamorro Land Trust Commission shall survey and parcel out from the leased property the land on which the GICC Club House is situated and the surrounding five (5) acres of land so that the parceled-out land is a separate and distinct lot that would be suitable to support any credit facility that the Chamorro Land Trust Commission may seek for the purpose of renovating the GICC Club House. The land parceled out will be removed from the premises leased to GICC under the lease agreement;

(7) All components of the solar panels used for the solar farm must be free of per- and polyfluoroalkyl substances. Additionally, the Lessee shall remove the components associated with the solar farm at the end of the lease

agreement. The removal shall be recycled and shall not be disposed of in Guam's landfill;

(8) The Lessee shall provide a monetary guarantee, such as a cash deposit or performance bond, to ensure the financial security of the Lessor and the proper removal of the components associated with the solar farm at the end of the lease agreement and the timely payment of rent. The cash deposit or performance bond shall be for the duration of the lease for the removal of the components. The Lessee shall provide an assessment of the potential costs associated with the removal of components and any potential site restoration to determine the amount of the monetary guarantee. The assessment will serve as a basis for determining the amount, considering factors such as equipment removal, land remediation and restoration, any necessary repairs and the value of rent payments;

(9) The Chamorro Land Trust Commission shall be responsible for the overhead maintenance costs of the facilities of the GICC Club House in the event these are dedicated for Chamorro Land Trust Commission use.

(10) The Lessee shall comply with all applicable building codes, environmental regulations, and federal rules and regulations related to building construction and environmental protection, including but not limited to the International Building Code, Americans with Disabilities Act, Clean Water Act, Clean Air Act, National Environmental Policy Act, Resource Conservation and Recovery Act and all applicable rules and regulations regarding the protection of endangered species as enforced by Guam and the United States, throughout the lease agreement; and

(11) Until such time the net present value of the accelerated rent is paid in full, lessee shall continue to pay monthly rent in accordance with the lease agreement.

(12) The foregoing amendments shall take effect upon the advanced payment of all deferred rent that remains due, if any, under GICC's pandemic payment plan.

(13) In the event GICC elects not to use the property for the generation, storage and transmission of renewable solar power the provisions of Sections 2, 4, 5 and 6 of this Act shall be null and void, and the property shall continue to be operated and maintained as a golf course, and to restore as a golf course consistent with its original intended use under the existing lease agreement.

Section 3. Based on the position adopted in its June 17, 2025 meeting, the CLTC may require any of the following in the lease agreement:

(1) Accept NPV no less than Nine Million Five Hundred Thousand

(2) Amendments to the Lease and proposed conditions:

(a) Extend lease term up to January 31, 2055.

(b) Extension around current lease and rent escalation every five years starting February 1, 2028 at 12%.

(c) GICC agrees to settle any outstanding rent and real property taxeby October 2026. However, if the Bill is duly enacted into law there is the thirty (30) day trigger, whichever comes first.

(d) 10% of the remaining lease payments will be paid within thirty (30) days after a power purchase agreement is signed with Guam Power Authority to use the property for solar energy. The remaining 90% will be paid within thirty (30) days after solar power is first delivered to Guam Power Authority under that agreement.

(e) Real Estate appraiser to be selected by the CLTC and paid for by Lessee.

(f) Secure a performance or surety bond naming CLTC as the

beneficiary. With amount being determined at a later date.

(g) If GICC cannot meet these conditions the proposed amendments and extensions will be deemed void.

Section 4. Conditions based on testimony received at the Public Hearing on Bill No. 135-38(COR):

(a) Reporting to the CLTC, the Speaker of *I Liheslaturan Guåhan* and *I Maga'håga Guåhan*, by June 30th of each year, by GICC, the amount of all income tax credits reported on its income tax returns for the previous tax year,

(b) Reporting to the Guam Environmental Protection Agency, the CLTC, the Speaker of *I Liheslaturan Guåhan* and *I Maga'håga Guåhan*, within thirty (30) days following removal from service, and parts and equipment used for solar power generation or storage of electricity, the means of disposal and disposition of such parts and equipment.

(c) Any willful or negligent act by the lessee to violate the environmental, archeological or historic preservation laws of Guam or the United States is to be considered as a breach of the lease agreement.

Section 5. Authorization to Substitute Alternate Site: Notwithstanding the lots designated in Section 6 of this Act, the CLTC may, subject to approval of *I Liheslaturan Guåhan* and the lessee, substitute another CLTC lot(s) for the construction of the solar farm.

Section 6. Ratification of Lease. Notwithstanding 21 GCA § 60115, 21 GCA § 75A122, 21 GCA § 75A103 and any other provision of law, *I Liheslaturan Guåhan* hereby ratifies the lease agreement by and between the Chamorro Land Trust and Guam International Country Club, Inc. dated April 1, 2014, affecting Lot Number 10122-12, Mogfog, Municipality of *Dededo* and all amendments thereto that are made in accordance with this Act.

Section 7. Infrastructure Investment. Subject to the discretion and approval of the Chamorro Land Trust Commission (CLTC), Nine Million Dollars ($9,000,000) in prepaid lease payments received pursuant to this Act may be utilized for CLTC trust property development activities including, but not limited to land surveying, infrastructure development (such as road access, water, and power utilities), public facility renovations, and required engineering and permitting services. The Chamorro Land Trust Commission (CLTC) shall determine the final allocation and prioritization of projects funded. The immediate priority sites eligible for funding consideration are

(a) Tract 10123, Municipality of Yigo, containing approximately one hundred sixty-six (166) residential lots; and

(b) Tract 319 – Unit 3, Municipality of Agat, containing approximately two hundred eleven (211) residential lots.

Section 8. Severability. If any provision of this Act or its application to any person or circumstance is found to be invalid or inorganic, such invalidity shall not affect other provisions or applications of this Act that can be given effect without the invalid provision or application, and to this end the provisions of this Act are severable.

Section 9. Effective Date. This Act shall be effective upon enactment.

FIRST LEASE AMENDMENT

This First Lease Amendment (the "Agreement") is dated as of _____ and entered into by and between the CHamorru Land Trust Commission, an agency of the Government of Guam ("CLTC" or "Lessor"), and Guam International Country Club, Inc. ("Lessee"), (collectively the "Parties").

RECITALS

WHEREAS, Lessor is the owner of **Lot No. 10122-12, Municipality of Dededo, Guam** ("the Premises"); AND,

WHEREAS, Lessee is a corporation registered and licensed to do business in the Territory of Guam; AND,

WHEREAS, Public Law 38-61 provides that the Lessor and Lessee of the Premises shall enter into a lease amendment on the terms set forth in the Public Law; AND,

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED as follows:

1. **Amendment.** The Lessor and Lessee agree that the terms and conditions of that certain Commercial Lease Agreement made and executed by the Parties and recorded as Instrument No. 863522 on April 4, 2014 in the books and records of the Department of Land Management, Government of Guam are hereby deleted in their entirety and replaced by the terms and conditions of this First Lease Amendment (the "Agreement").

2. **Premises**. Lessor hereby continues to lease to Lessee and Lessee hereby continues to lease from Lessor, on the terms and conditions hereinafter set forth, the

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real property described as Lot No. 10122-12, as delineated on Exhibit 1, a copy of which is attached hereto and incorporated herein, subject to any conditions, reservations, and easements of record as of the date hereof.

Lessee acknowledges and agrees that the Lessee is being provided with access to, and use of, the Premises, and Lessee shall accept the Premises, in its then "as is" condition as of the execution of the Agreement and Lessee's occupation or use of any portion of the Premises shall be conclusive evidence that the Premises were in good order and satisfactory condition when Lessee was granted access. Lessor has not made nor does Lessor make any representations or warranties with respect to the Premises and Lessee agrees that Lessor does not have any obligation to perform any work or otherwise prepare the Premises for Lessee's use. Lessee understands that the Premises is not a secure area and Lessee takes full responsibility for the security of its, and its agents, assigns, invitees, sublessees and guests' property. Lessor is not responsible for the security of any of Lessee's property nor the property of any of Lessee's agents, assigns, invitees, sublessees or guests. Lessor shall not be liable for any damages or losses incurred by Lessee in the event of any loss, casualty or theft. Lessor recommends that the Lessee arrange for the secure storage and protection of its property.

3. **Term**. This Agreement is effective _____, 2025 (the "Effective Date") and its term shall extend to January 31, 2055.

4. **Lease Extension**. It is the intent of the Parties that Lessee shall begin operations of a solar electricity generating facility not later than _____ (the "Operational Date"). In the event that that regulatory requirements, construction schedules or the requirements of the Guam Power Authority reasonably delay the commencement of operations beyond this date the Lessee may request that the Lessor extend the Term by an additional two (2) years. Lessee shall provide written

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notice to the Lessor of its request for a Lease Extension as soon as it has concluded that it will not achieve operations by the Operational Date. Such notice shall include a revised operational date as well as a reasonable explanation for the request to extend the Term. The Lessor shall grant any such reasonable extension request. For purposes of this section "operations" means the delivery of electricity to the Guam Power Authority.

5. Termination.

A. The Lessee agrees, upon the termination of this Lease, to quit and surrender the Premises in the same good order and condition as the same were in at the time of commencement of the term, hereunder, reasonable wear and tear excepted, and agrees that any permanent improvements and structures existing upon the Premises at the time of the termination of this Agreement designated by the Lessor shall remain thereon.

B. At the termination of the Agreement Lessee shall remove all components of any kind associated with the generation, storage or transmission of electricity which Lessee has constructed or affixed to the Premises designated by the Lessor.

6. Component Disposal. All components of any kind associated with the generation, storage or transmission of electricity that are removed from Premises at any time during the term of this Agreement shall be recycled to the maximum extent possible. In no event shall any such components be disposed of in any manner within the Territory of Guam. At least thirty (30) days prior to the disposal of any components the Lessee shall inform the Lessor in writing of its intention to remove and dispose of components from the Premises as well as the intended disposal location. In any such notice the Lessee shall represent and warrant that any removed components will be disposed of in a location other than the Territory of Guam and in accordance with the

laws and regulations of the disposal location.

7. GICC Clubhouse Carveout.

At such time as the Lessee shall deliver the power purchase agreement required by Section 9.F., the GICC Club House along with its surrounding property of approximately five (5) acres shall be designated for the exclusive use of the Chamorro Land Trust Commission which shall have the sole and exclusive discretion to make this designated property also available for the use of the Department of Land Management and Guam Ancestral Lands Commission. Within 180 days of the submission of the power purchase agreement the Lessor shall deliver to the Lessee a survey which subdivides from the existing Premises the land on which the GICC Club House is situated and the surrounding five (5) acres. This subdivided parcel shall become a separate and distinct lot and shall no longer be part of the Premises. The Lessor is authorized to pledge the subdivided parcel to support any credit facility that the Lessor may seek for the purpose of renovating the GICC Club House. The subdivided parcel's removal from the Premises shall be effective upon the recording a subdivision map with the Department of Land Management.

8. Rent.

A. Until the first day of the month in which the Operational Date occurs, the Lessee shall pay to Lessor monthly rent in the amount $_____ (the "Base Rent").

B. Effective on the first day in the month in which the Operational Date occurs the rent shall be revised as follows:

i) The "Initial Solar Monthly Rent" shall be the fair market rent as determined by a Member of the Appraisal Institute (MAI) certified and licensed real estate appraiser selected by the Lessor. The Initial Solar Rent shall remain

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unchanged for a period of 60 months.

ii) Rent for the periods beginning in the 61st month shall be calculated by increasing the Initial Solar Rent by 12% every five years. *For example*, assuming an Initial Solar Rent of $100.00 and an Operational Date in January of 2029, the rent for the period January 2029 to December 2034 shall be $100.00 per month. Rent for the period January 2035 to December 2039 shall be $112.00 per month. Rent for the period January 2040 to December 2045 shall be $125 per month. Rent for the period January 2046 to December 2050 shall be $140 per month. Rent for the period January 2051 to January, 2055 shall be $157 per month.

iii) The Lessee shall pay all rents due under this subsection B in advance at its net present value, utilizing a discount rate to be determined by the MAI appraiser selected by the Chamorro Land Trust pursuant to paragraph "i" of this subsection (the "Prepaid Rent"). The minimum Prepaid Rent due shall not be less than Nine Million Dollars ($9,000,000.00). Ten percent (10%) of the Prepaid Rent shall be paid to Lessor, in immediately available US funds, within 30 days of the date Lessee shall enter into a power purchase agreement with the Guam Power Authority. All remaining Prepaid Rent shall be paid within 30 days of the Operational Date.

C. Except as specifically provided herein, rent shall be due on the first day of each month and late on the fifth day of the month. In the event rent shall become past due Lessee agrees to pay a late fee in the amount of $5,000. This late fee is not a penalty but reflects Lessor's best estimate of the expense it will occur in collecting past due rent. Any rent balance due and owing but unpaid for more than 30 days shall also be charged a monthly interest rate of 1.5%.

D. Lessee shall pay, as Additional Rent, any and all costs Lessor shall reasonably incur for the procurement of appraisers and other technical experts required by Lessor in order to enforce the terms and conditions of this Agreement.

9. <u>Lessee's Default</u>. Covenants and Conditions. Lessee's performance of each of Lessee's obligations under this Lease is a condition as well as a covenant.

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Lessee's right to continue in possession of the Premises is conditioned upon such performance within any applicable notice and cure periods. Time is of the essence in the performance of all covenants and conditions. Lessee agrees that one or more of the following events are "Events of Default":

A. Lessee shall be adjudged an involuntary bankrupt or a decree or order approving as properly filed a petition or answer filed against Lessee asking for reorganization of Lessee under the Federal Bankruptcy Law as now or hereafter amended, or under the laws of any state, shall be entered and such decree, judgment or order shall not have been vacated or set aside within sixty (60) days from the date of the entry or granting thereof; or

B. Lessee shall institute any proceeding or give its consent to the institution of any proceedings for the relief of Lessee under any bankruptcy or insolvency laws; or

C. Lessee shall make any assignment for the benefit of creditors or shall apply for or consent to the appointment of a receiver for Lessee; or

D. Lessee shall default in any monthly payments of rent or in any other payment required to be made by Lessee hereunder when due as herein provided and such default shall continue for five (5) days after Lessee receives written notice thereof; or

E. Lessee shall default in any of the other covenants and agreements herein contained to be kept, observed and performed by Lessee and such default shall continue for twenty days after Lessee receives written notice thereof, unless the default is of such nature that it cannot be cured within such twenty (20) day period, in which case no Event of Default shall occur so long as Lessee shall commence the curing of the default within the twenty (20) day period following receipt of Lessor's notice and shall thereafter diligently prosecute the curing of same.

F. Lessee shall fail to deliver to Lessor a fully executed Power Purchase Agreement by and between Lessee and the Guam Power Authority not later than December 31, 2026.

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10. Remedies Upon Default. On the occurrence of any Event of Default by Lessee, Lessor may, at any time thereafter, with or without notice or demand and without limiting Lessor in the exercise of any right or remedy, which Lessor may have:

A. Terminate this Lease and the Term created hereby, in which event Lessor may forthwith repossess the Premises and be entitled to recover forthwith as damages a sum of money equal to the value of the Rent and Additional Rent provided to be paid by Lessee for the balance of the stated Term of the Lease, less the fair rental value of the Property for said period, and any other sum of money and damages owed by Lessee to Lessor.

B. Terminate Lessee's right of possession and may repossess the Premises by forcible entry or detainer suit or otherwise, without demand or notice of any kind to Lessee and without terminating this Lease, in which event Lessor shall use commercially reasonable efforts to relet all or any part of the Premises for such rent and upon such terms as shall be satisfactory to Lessor (including the right to relet the Premises for a term greater or lesser than that remaining under the Term of this Lease and the right to relet the Premises as a part of a larger area and the right to change the character or use made of the Premises). For the purpose of such reletting, Lessor is authorized to make any repairs, changes, alterations or additions in or to the Premises that may be necessary or convenient, and if Lessor shall fail or refuse to relet the Premises, or if the Premises are relet and a sufficient sum shall not be realized from such reletting after paying all of the costs and expenses of such repairs, changes, alterations and additions, and the expenses of such reletting (including leasing commissions) and of the collection of the rent accruing therefrom to satisfy the rent provided for in this Lease to be paid, then Lessee shall pay to Lessor as damages a sum equal to the amount of the Rent for such period or periods, or, if the Premises have been relet, Lessee shall satisfy and pay any such deficiency upon demand therefore from time to time, and Lessee agrees that Lessor may file suit to recover any sums falling due under the terms of this paragraph and any other sums due under this Lease

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from time to time, and that no suit or recovery of any portion due Lessor hereunder shall be any defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Lessor.

C. Obtain the appointment of a receiver in any court of competent jurisdiction, and the receiver may take possession of any personal property belonging to Lessee and used in the conduct of the business of Lessee being carried on in the Premises. Lessee agrees that the entry upon the Premises or possession of said personal property by said receiver shall not constitute an eviction of Lessee from the Property or any portion thereof, and Lessee agrees to indemnify, defend and hold Lessor harmless for, from and against any claim of any character by any person arising out of or in any way connected with the entry by said receiver in taking possession of the Premises or said personal property.

D. Pursue any other remedy now or hereafter available to Lessor under the laws or judicial decisions of Guam in which the Premises is located. In no event will Lessor be liable for any consequential, incidental, indirect, special, exemplary or punitive damages.

11. **Lessor's Default**. Lessor's failure to perform or observe any of its Agreement obligations after a period of thirty (30) days after Lessor receives written notice from Lessee, or the failure of any representation, covenant, or warranty of Lessor under this Lease to be true as of the date of this Lease, complete, or correct in any material respect, shall be a Lessor Default. Any default notice to Lessor of a possible Lessor Default shall include reasonable detail describing the nature and extent of Lessor's failure to perform or observe any of its Lease obligations and shall identify the Lease provision(s) containing the obligation(s). Lessee shall give written notice of any failure by Lessor to perform any of its obligations under this Lease to Lessor and to any ground lessor, mortgagee or beneficiary under any deed of trust encumbering the Premises whose name and address have been furnished to Lessee in writing. Lessor shall not be in default under this Lease unless Lessor (or such ground

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lessor, mortgagee or beneficiary) fails to cure such non-performance within thirty (30) days after receipt of Lessee's notice. However, if such non-performance reasonably requires more than thirty (30) days to cure, Lessor shall not be in default if such cure is commenced within such thirty (30)-day period and thereafter diligently pursued to completion.

12. Holding Over. Lessee shall vacate the Premises upon the expiration or earlier termination of this Lease. Lessee shall reimburse Lessor for and indemnify Lessor against all damages which Lessor incurs from Lessee's delay in vacating the Premises. If Lessee does not vacate the Premises upon the expiration or earlier termination of the Lease and Lessor thereafter accepts rent from Lessee, Lessee's occupancy of the Premises shall be a "month-to-month" tenancy, subject to all of the terms of this Lease applicable to a month-to-month tenancy, except that the Holdover Rent shall be calculated by taking then rent then in effect pursuant to Section 7 and increasing it by fifty percent (50%). Holdover rent shall be paid in accordance with Section 7.C.

13. Alterations. Lessee, upon the written consent of the Lessor, may construct or otherwise make new improvements required to utilize the Premises for the purpose of generating, storing and transmitting solar energy. At least 180 days in advance of any intended construction the Lessee shall provide to the Lessor, at a minimum, a full description and diagrams or plans of design, materials, services, and pricing of said improvement; a construction timeline and impact statement; and the identity of all contractors and subcontractors involved. So long as Lessee shall have complied with all applicable Guam laws and regulations and obtained all applicable permits the Lessor shall consent to such proposed improvements. Compliance shall include, but not be limited to all applicable building codes, environmental regulations, and federal rules and regulations related to building construction and environmental protection, including but not limited to the International Building Code, Americans

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with Disabilities Act, Clean Water Act, Clean Air Act, National Environmental Policy Act, Resource Conservation and Recovery Act and all applicable rules and regulations regarding the protection of endangered species as enforced by Guam and the United States, throughout the Term of the Agreement.

At the time the Lessee shall first request Lessor's consent to make improvements upon the Premises, Lessee shall include with the request a monetary guarantee, such as a cash deposit or performance bond, to ensure the financial security of the Lessor and the proper removal of the components associated with the Lessee's operations at the end of the Agreement as well as the timely payment of rent. In calculating the amount of bond or guarantee required under this Section the Lessee shall provide the Lessor with a written analysis, prepared by an environmental engineering firm authorized to do business in Guam, of the commercially reasonable costs associated with the removal of components and any potential site restoration to determine the amount of the monetary guarantee. The future value (*FV*) of equipment removal and site remediation shall be calculated by assuming such costs will be incurred in the year in which construction commences (*Present Value*), an interest rate of 4% year (*Rate*) over the number of years between installation of the improvements and 2055 (*n*). This calculation is expressed by the formula $FV = PV \times (1+R)^n$.

14. Repairs. Lessee shall, at its own cost and expense maintain all the improvements on the Premises in good repair and condition throughout the term of this Agreement, reasonable wear and tear excepted. All structures on the Premises shall, at all times, be in compliance with Guam regulations and codes.

15. Use. The Premises are occupied and used by Lessee strictly for the purpose of operating of a golf course, unless Lessee shall obtain all authorizations required by Section 12 to operate a solar electrical generating and storage facility. Upon obtaining such authorizations use of the Premises as a golf course shall no

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longer be an authorized use and the only authorized use shall be as a solar electrical generating and storage facility.

So long as Lessee shall comply with all existing Guam laws and regulations, Lessee is authorized to maintain the Premises in its current condition from the Effective Date until the Operational Date. In the event that the Lessee has not commenced delivery of electrical power to the Guam Power Authority by the Operational Date, as it may be extended, then:

A. Any and all provisions of this Agreement authorizing the use, construction or operation of an electrical generating facility upon the Premises shall become null and void.

B. Lessee, at Lessee's sole cost and expense, shall immediately commence redevelopment of the Premises into a golf course substantially similar to that which existed in 2020. Lessee shall commence operating the golf course for public play within one year.

Lessee shall not engage in or authorize the extraction of any materials from the Premises or any quarrying activities.

16. Requirements of Law

A. Lessee, at its sole cost and expense, shall comply with all present and future laws, rules, orders, ordinances, regulations, statutes, requirements, codes and executive orders, extraordinary as well as ordinary, of all governmental authorities now existing or hereafter created, and of any and all of their departments and bureaus, and of any applicable fire rating bureau, or other body exercising similar functions, affecting the Premises.

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B. Lessor makes no representations or warranties to Lessee that the Premises (including surface water, ground water, and any existing improvements) does not contain any asbestos, substantial amounts of waste or debris, or contamination, including without limitation, any Hazardous Substance as hereinafter defined.

C. In addition to any other indemnity from Lessee provided in this Agreement, Lessee shall indemnify, defend, protect, and hold harmless Lessor and its employees, agents, attorneys, successors, and assigns, from and against any and all claims, liabilities, penalties, fines, judgments, forfeitures, losses, costs, or expenses (including attorney and consulting fees, and expert fees) for the death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by (i) the presence in, on, under, or about the Premises, or any discharge or release in or from the Premises of any Hazardous Substance occasioned by Lessee's activities on the Premises, or (ii) Lessee's failure to comply with any Hazardous Substance law, to the extent that compliance is required on account of Lessee's activities on the Premises and not to the extent that compliance is required solely because Lessee, as the occupant of the Premises, is held accountable for Hazardous Substances on, in, under, or about the Premises, or released from the Premises which are not caused by or released by Lessee. The indemnity obligation of both Lessor and Lessee created hereunder shall include, without limitation, and whether foreseeable or unforeseeable, any and all costs incurred in connection with any site investigation, and any and all costs for repair, cleanup, detoxification or decontamination, or other remedial action of the Premises. The obligations of the parties hereunder shall survive the expiration or earlier termination of this Agreement, and any extensions thereof.

D. As used in this Lease, the term "Hazardous Substance(s)" means any hazardous or toxic substances, materials or wastes, including, but not limited to,

those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes which are or become regulated under any applicable local, state or federal law including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. §1251, et seq. 33 U.S.C. §1321 or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. §1317), (v) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq. (42 U.S.C. §6903) or (vi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601, et seq. (42 U.S.C. §9601) or any similar laws, ordinances, rules or regulations promulgated by Guam.

E. Except for materials incident to Lessee's business operations, Lessee shall not cause or permit any Hazardous Substance to be generated, produced, brought upon, used, stored, treated or disposed of in or about the Premises by Lessee, its agents, employees, contractors, sub-lessees or invitees without the prior written consent of Lessor. Lessor shall be entitled to take into account such other factors or facts as Lessor may reasonably determine to be relevant in determining whether to grant or withhold consent to Lessee's proposed activity with respect to Hazardous Substance. In no event, however, shall Lessee be permitted to install or use any storage tanks on the Premises nor shall Lessor be required to consent to the installation or use of any storage tanks on the Premises.

F. The provisions of this Section 16 shall survive the termination of this Agreement and shall remain in full force and effect until five years following its termination.

17. Insurance. Lessee shall obtain and shall keep in full force and effect a policy of comprehensive public liability (including coverage for bodily injury, property damage, and personal injury (employee and contractual liability exclusions deleted), contractual liability, owner's protective liability and broad form property damage) with (i) Lessor named as an Additional Insured thereunder. Such insurance shall include coverage for Lessee's indemnification obligations hereunder. The minimum limits of liability under such policy shall be a combined single limit of not less than One Million and 00/100 Dollars ($1,000,000.00) with respect to each occurrence. Such policies of insurance shall be issued by an insurance company licensed to do business in Guam. If any such insurance policy provides for a deductible, the deductible shall not exceed $10,000. Lessee shall deliver certificates of said insurance to Lessor at least three days prior to Lessee executing this Agreement. Any insurance certificate shall provide that thirty days' prior notice shall be given to Lessor in the event of cancellation or non-renewal. All insurance maintained by Lessee shall be primary to any insurance provided by Lessor. The limits of such insurance shall not, under any circumstances, limit the liability of Lessee hereunder. Lessee, on its behalf and on behalf of its insurer, hereby waives all rights of subrogation with respect to Lessor. The failure to provide acceptable evidence of insurance in a timely manner shall render this Agreement void. Lessee and Lessor agree that Lessor shall have the sole and exclusive authority to reasonably determine whether Lessee's evidence of insurance meets Lessor's requirements.

Policies shall be for the mutual and joint benefit and protection of Lessor and Lessee and executed copies of such policies of insurance or certificates thereof shall be delivered to Lessor ten (10) days prior to delivery of possession of the Premises to Lessee and thereafter within thirty (30) days prior to the expiration of the term of each such policy. All public liability policies shall name Lessor as an additional insured or loss payee, and shall contain a provision that Lessor, although named as an

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additional insured or loss payee shall nevertheless be entitled to recover under said policies for any loss occasioned to it, its servants, agents and employee by reason of the acts, omissions and/or negligence of Lessee. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Lessee in like manner and to like extent. All policies of insurance delivered to Lessor must contain a provision that the company issuing said policy will give to Lessor thirty (30) days' notice in writing in advance of any cancellation or lapse of insurance or the effective date of any reduction in the amounts of insurance. All public liability policies shall be written as primary policies, not contributing with and not in excess of coverage which Lessor may carry.

18. Assignment. Lessee shall not transfer or assign to any other person, firm, corporation or other entity its rights or delegate its duties under this Lease whether by operation of law, transfer of interest in Lessee or otherwise.

19. Waiver of Jury Trial. Lessee and Lessor hereby waive trial by jury in any action, proceeding or counterclaim brought by either of Lessee or Lessor against the other on any matters whatsoever arising out of, or in any way connected with, this Agreement. If Lessor commences any summary proceeding against Lessee, Lessee shall not interpose any counterclaim of whatever nature or description in any such proceeding. Moreover, Lessee shall not seek to consolidate such proceeding with any other action which may have been or may be brought in any other court by Lessee.

20. Right of Entry. Lessor reserves the right for any of its duly authorized representatives to enter upon the Premises at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof.

21. Ingress and Egress in Premises. Lessee understands that Lessor and other

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lessees/Lessees of the other portions of Lessor's property, if any, may be authorized to pass through the Premises at any reasonable time to travel from one part of the property to the other and Lessee understands that with, reasonable, prior notice other lessees/Lessees within the property may from time to time need to move, carry and or relocate large pieces of equipment or assembled systems through the Premises. Lessee is obligated to provide for a navigable path to be used by others through the Premises and to allow and make any accommodations that are necessary for large pieces of equipment or assembled systems to be moved through the Premises.

22. Limitation of Liability. Lessor's obligations under this Agreement shall not be binding upon Lessor after the sale, conveyance, assignment or transfer by Lessor of its interest in the Premises and in the event of any such sale, conveyance, assignment or transfer, Lessor shall be and hereby is entirely freed and relieved of all covenants and obligations of Lessor hereunder to the extent that such transferee assumes Lessor's obligations under this Agreement, subject to the terms hereof. None of the Lessor Parties or Lessee Parties shall be liable for the performance of Lessor's or Lessee's obligations, respectively, under this Agreement.

23. Notice. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given to any party (i) upon delivery to the address of such party specified below if delivered in person or by courier, or if sent by certified or registered mail (return receipt requested), postage prepaid, (ii) upon dispatch if transmitted by telecopy or other means of facsimile, in any case to the parties at the following address(es) or telecopy number(s), as the case may be:

If to Lessor:
CHamorru Land Trust Commission
PO Box 2950
Hagåtña, Guam 96932

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Attention: Administrative Director

Facsimile No:

Telephone No:

Email:

If to Lessee:

Guam International Country Club, Inc.

_____

_____

Attention: _____

Facsimile No:

Telephone No:

E-Mail:

or to such address (es) as any party may designate by written notice in the aforesaid manner.

24. Attorneys' Fees. In the event of a dispute hereunder, the prevailing party shall be entitled to recover its reasonable attorneys' fees. If any party brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "Prevailing Party" shall include, without limitation, a party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor

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shall be entitled to reasonable attorneys' fees, costs and expenses incurred in the preparation and service of notices of default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such default or resulting breach.

25. Governing Law/Amendments. This Agreement shall be governed by and construed in accordance with the laws of the Government of Guam and may be amended or otherwise modified only by a written instrument duly executed by Lessor and Lessee.

26. Liens. Lessee shall permit no liens to be filed or recorded against the Premises or any of Lessor's property where ever located by any supplier, laborer, contractor, or merchant with respect to services, labor or material contracted for or obtained by Lessee. Lessee shall hold Lessor harmless from and against all expenditures, disbursements or costs incurred by Lessor as a result of, or related to, any such lien or any notice of intent to file such a lien. For purposes of this Section 26, the filing or recording of a notice of intention to file such a lien shall be deemed to be the filing or recording of a lien.

27. Indemnity. Except as set forth in this Section 27 and to the extent not prohibited by law, Lessor, its board members, officers, affiliates, directors, shareholders, beneficiaries, agents, servants, employees, and independent contractors (collectively, the "Lessor Parties") shall not be liable for any damage either to person or property or resulting from the loss of use thereof, which damage is sustained by Lessee or by other persons claiming through Lessee. Lessee shall indemnify, defend, protect and hold harmless Lessor Parties from any and all loss, cost, damage, expense and liability (including, without limitation, court costs and reasonable attorneys' fees) incurred in connection with or arising from any cause related to Lessee's occupancy of the Premises and occurring in, on or about the Premises or any acts, omissions or negligence of Lessee or any other person claiming

by, through or under Lessee and its respective affiliates, officers, agents, servants, employees, and independent contractors (collectively, the "Lessee Parties"), in, on or about the Premises, either prior to, during or after the expiration of the Term. Should any Lessor Party be named as a defendant in any suit brought against Lessee in connection with or arising out of an event covered by the foregoing indemnity, Lessee shall pay to Lessor or such Lessor Party its costs and expenses incurred in such suit, including, without limitation its actual professional fees such as appraisers', accountants', and attorney's fees. Further, Lessee's agreement to indemnify Lessor Parties pursuant to this Section 26 is not intended and shall not relieve any insurance carrier of its obligations under policies required to be carried by Lessee pursuant to the provisions of this Agreement, to the extent such policies cover the matters subject to the parties' respective indemnification obligations; nor shall they supersede any inconsistent agreement of the parties set forth in any other provision of this Agreement. The provisions of this Section 26 shall survive the expiration or sooner termination of this Agreement with respect to any claims or liability occurring prior to such expiration or termination.

28. Dispute Resolution. Any dispute arising under this Agreement shall be resolved as set forth at 5 GCA §5427. For purposes of subsection (b) of this Section, the authority to resolve a dispute is vested in the Chairman of the CHamorru Land Trust Commission.

29. Partial Invalidity. If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

30. Execution in Counterparts. This Lease may be executed in several

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counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

31. Entire Understanding. This Agreement and the agreements referred to herein constitute the entire understanding and shall not be changed, altered, modified or discharged, except in writing consented to by all parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

LESSOR
The CHamorru Land Trust

By:_____
Name: _____
Its: Chairperson

LESSEE

Guam International Country Club, Inc (a Guam corporation)

By:_____
Name:
Its: Authorized Agent

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Exhibit 1

LEASED AREA

(INSERT MAP OF LOT NO. 10122-12)

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Portion of Lot 440, Merizo
Trans World Radio

Memorandum of Understanding (MOU)
Between
Department of Land Management (DOLM), Government of Guam
And
Trans World Radio Pacific (TWR)

Date: 10 December 2025

Title: Memorandum of Understanding (MOU)

1. **Parties:**
   1.1. Department of Land Management (DOLM), Government of Guam.
   1.2. Station KTWR, a division of Trans World Radio Pacific, a company incorporated in North Carolina on 2 May 1952, owned by TWR, a non-profit corporation registered in New Jersey on 1 February 1960.

2. **Purpose & Scope:**
   2.1. Purpose - Clarify responsibilities and scheduling milestones related to the return of leased lots to preclude surprises during final turn-over activities.
   2.2. Scope – Activities associated with the return of land leased from the Guam Government.

3. **Reference:** Section 13 of Lease Agreement signed by Guam Government and Trans World Radio Pacific that began 1 July 1976 and runs through 30 June 2026 for Lots 440-4 and 440-5 in the Municipality of Malesso', Guam.
   3.1. This MOU reflects the parties' agreement, following consultation with the Chamorro Land Trust Commission and TWR's 10 October 2025 recommendation regarding tower disposition, to retain the South tower and existing tower foundations for potential future use.

4. **Roles and Responsibilities:**
   4.1. TWR Responsibilities:
      4.1.1. Continue leasing and maintaining lots 440-4 and 440-5 through 30 June 2026 as required by the agreement that went into effect on 1 July 1976, amended on 3 October 2006.
      4.1.2. Prepare lots 440-4 and 440-5 for return to the Government of Guam by:
         4.1.2.1. Removing broadcast infrastructure (e.g., antennas, transmitters, generators, and all towers *except the South tower*). Existing tower foundations (piers / anchors and associated ground systems) will remain in place for future use and will be transferred to the Government of Guam as part of the site improvements.
         4.1.2.2. Removing spare parts, fabricating materiel, office equipment, tools, supplies, and garbage.

4.1.2.3. Assembling keys and documentation that may help the Government of Guam use buildings that are transferred at the end of the lease.

4.1.3. Support requests from the Government of Guam to visit 440-4 and 440-5 during the remaining months of the current lease agreement.

4.1.4. Turn-over the two leased lots to the Government of Guam on or before 30 June 2026 with the following infrastructure:

4.1.4.1. A cement-block warehouse-like building that comprises approximately 8600 square feet.

4.1.4.2. A metal barn-like building that comprises approximately 3700 square feet.

4.1.4.3. A solar power generation solution rated at ~95 KwH inclusive of photovoltaic panels, racks, and inverters.

4.1.4.4. Paved driveways, parking pads, and equipment maintenance/staging pads in the vicinity of the two buildings and in the field to the North of the warehouse-like building.

4.1.4.5. Soil retaining walls constructed to the North and East of the warehouse-like building.

4.1.4.6. Fences and gates around the leased lots.

4.1.4.7. Electrical, communication, and water distribution infrastructure on the leased lots.

4.1.4.8. The South guyed tower structure located and the existing tower foundations (including piers, anchors, and associated ground systems), in their as-is condition, for potential future uses as may be determined by the Government of Guam.

4.1.5. Close accounts associated to the leased lots effective on 30 June 2026 (e.g., Electricity, water, communications, operating licenses, etc.).

4.2. <u>DOLM Responsibilities</u>:

4.2.1.1. Coordinate a date with KTWR's Station Director at least six months prior to the end of the current lease agreement to visit the leased lots and become familiar with the infrastructure that will be transferred to the Guam Government.

4.2.1.2. Coordinate a date with KTWR's Station Director at least 30-days prior to the end of the current lease agreement to conduct a pre-inspection of the leased lots and infrastructure that will be transferred.

4.2.1.3. Coordinate a date with KTWR's Station Director on or before 30 June 2025 to take possession of keys and documentation that may be relevant to infrastructure being transferred to the Guam Government.

4.2.1.4. Provide Trans World Radio Pacific with a document on or before 30 June 2025 that confirms the transfer and acceptance of lots 440-4 and 440-5 and associated infrastructure.

4.2.1.5. Assume responsibility upon transfer of lots 440-4 and 440-5, the Department of Land Management (or its designee, including the Chamorro Land Trust Commission) for ongoing inspection, maintenance, and regulatory compliance for the retained South tower and tower foundations, and will hold

TWR harmless for any claims arising from their use or condition after the date of transfer.

5. **Timeline:**
   5.1. 9 September 2025 – Initial site visit by CLTC Administrator and CLTC Chair.
   5.2. 18 September 2025 - KTWR Malesso' property ("Portion of Lot 440, Merizo Transworld Radio") discussed at the CLTC Board regular meeting.
   5.3. 26 November 2025 – Follow-up CLTC Board site visit to review and confirm the recommended approach.
   5.4. 30 May 2026 – Completion of pre-inspection of leased lots and infrastructure.
   5.5. 29 June 2026 – Completion of final site decommissioning activities by TWR.
   5.6. 30 June 2026 – Transfer of keys and infrastructure documentation.
   5.7. 30 June 2026 – Provision of signed transfer documents for lots & infrastructure.

After CLTC site visits on 9 September and 26 November 2025, and a CLTC Board discussion on 18 September 2025, the Department of Land Management (including the Chamorro Land Trust Commission) and Trans World Radio Pacific agree to the responsibilities and target milestones in sections 4 and 5 above, including the retention of the South tower and existing tower foundations for potential future uses.

Joey Cruz Administrator CHamoru Land Trust Commission Government of Guam Date of Signature: _____	Joseph M. Borja Director Department of Land Management Government of Guam Date of Signature: _____	Nathan Aguirre Interim Station Director KTWR Trans World Radio Pacific Date of Signature: _____

Speaking Hope to the World

Date: October 10, 2025

Mr. Joey Cruz
Administrative Director
Chamorro Land Trust Commission
Hagåtña, Guam

Subject: Recommendation to Retain South Tower and Existing Tower Foundations (KTWR Malesso' Site)

Dear Mr. Cruz,

On behalf of Trans World Radio (KTWR Guam), we submit this letter of recommendation regarding the disposition of existing tower structures at the Malesso' site. Based on our most recent field inspection and our 2024 repair and refurbishment work, we recommend retaining the South tower as a viable candidate for future, non-shortwave uses and retaining the existing tower foundations.

Inspection of the South tower's leg structures shows no heavy corrosion or advanced rust, and connections present no immediate red-flag indications per standard tower inspection criteria. The 2024 refurbishment addressed priority maintenance, extending the structure's useful life for repurposing scenarios.

Potential non-shortwave uses (subject to engineering and regulatory approvals) include: medium-wave (AM) broadcast; aviation communications (VHF); emergency/public-safety communications (VHF/UHF or auxiliary HF); and telemetry or shared-tenant services (sensors/relay).

KTWR P.O. Box 6095 • Malesso' GU 96919-0395
671.828.8637 • twr.org

We also recommend retaining the existing tower foundations (piers/anchors and associated ground systems) to avoid substantial new geotechnical and concrete costs, shorten deployment timelines for any future towers, and reduce permitting/ground disturbance. This is a low-regret action that preserves optionality at minimal incremental cost during decommissioning.

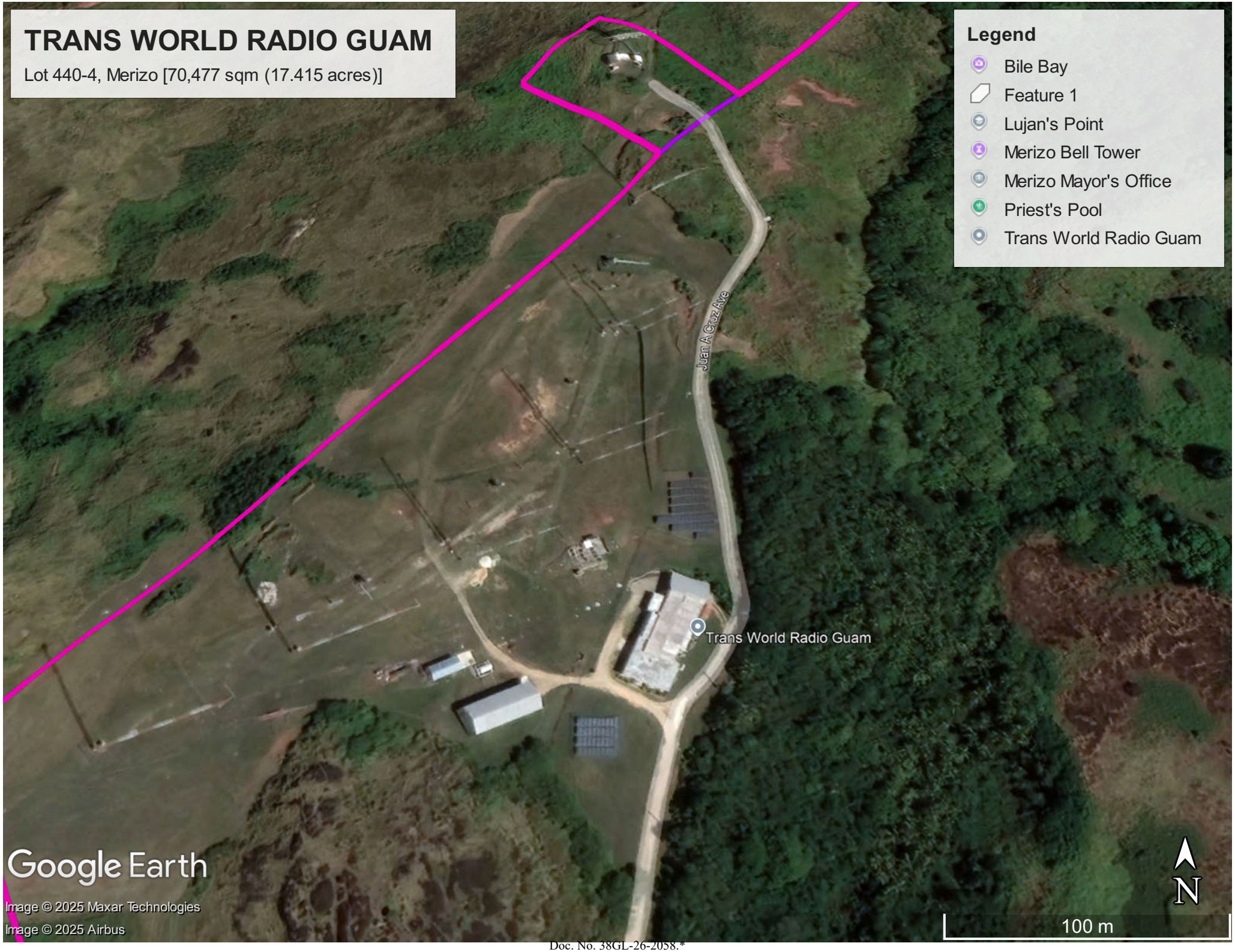
As a brief note, until any repurposing decision is made, we recommend that you keep the South tower secured and on a light preservation cadence (basic corrosion control, periodic grounding and structural checks, vegetation and drainage upkeep, and post-storm visual inspections) so that the structure remains in suitable condition for future use.

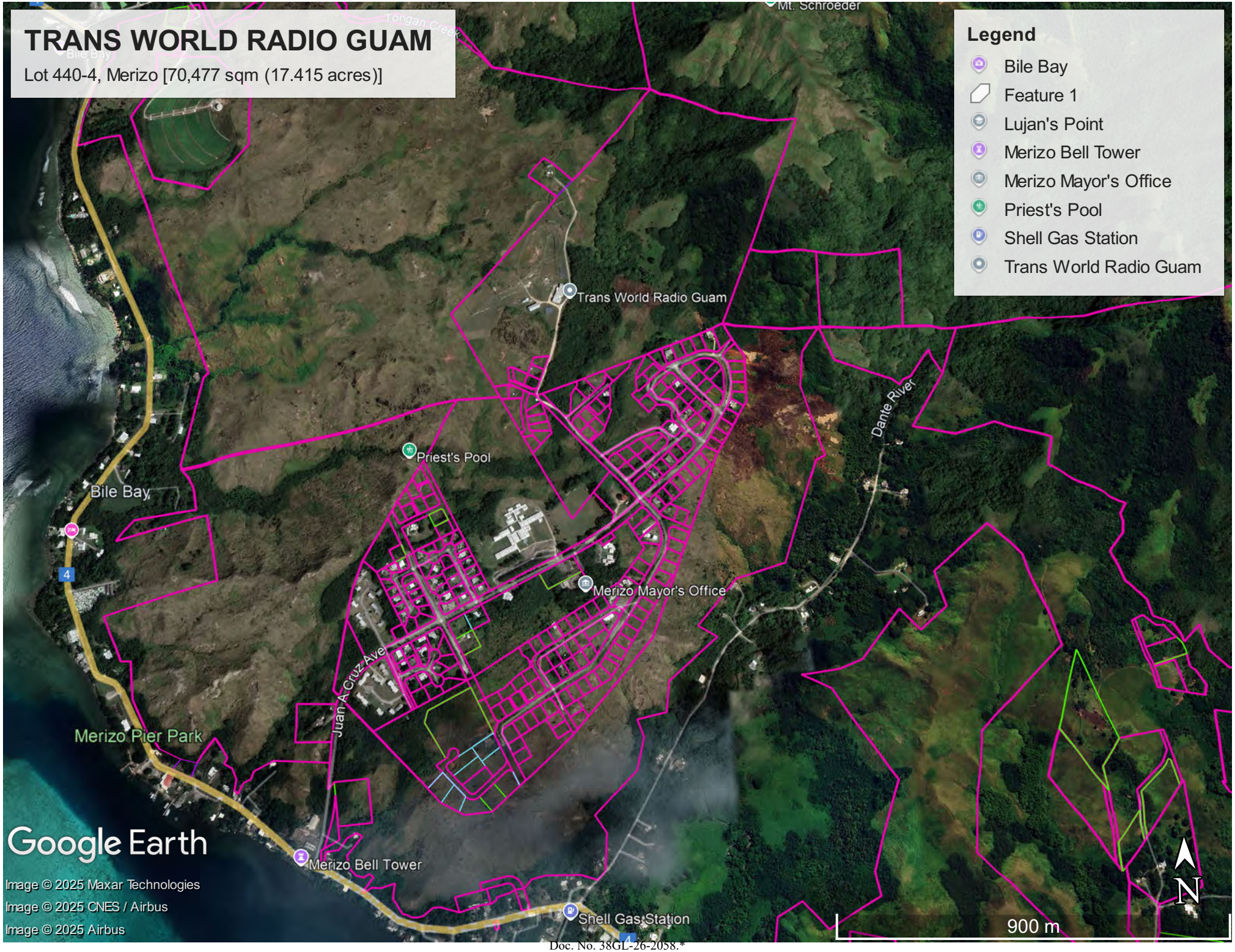
We appreciate your consideration and can provide the supporting inspection guidelines upon request.

Respectfully submitted,

Nathan Aguirre
Interim Station Director, KTWR
Project Manager, KTWR Decommissioning
Trans World Radio Pacific

KTWR P.O. Box 6095 • Malesso' GU 96919-0395
671.828.8637 • twr.org


TRANS WORLD RADIO GUAM
Lot 440-4, Merizo [70,477 sqm (17.415 acres)]
Legend
Bile Bay
Feature 1
Lujan's Point
Merizo Bell Tower
Merizo Mayor's Office
Priest's Pool
Trans World Radio Guam
Juan A Cruz Ave
Trans World Radio Guam
Google Earth
Image © 2025 Maxar Technologies
Image © 2025 Airbus
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TRANS WORLD RADIO GUAM
Lot 440-4, Merizo [70,477 sqm (17.415 acres)]
Legend
Bile Bay
Feature 1
Lujan's Point
Merizo Bell Tower
Merizo Mayor's Office
Priest's Pool
Shell Gas Station
Trans World Radio Guam
Mt. Schroeder
Tongan Creek
Trans World Radio Guam
Dante River
Priest's Pool
Bile Bay
Merizo Mayor's Office
Juan A Cruz Ave
Merizo Pier Park
Merizo Bell Tower
Shell Gas Station
Google Earth
Image © 2025 Maxar Technologies
Image © 2025 CNES / Airbus
Image © 2025 Airbus
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East
Equipment




CONCRETE






HYSTER

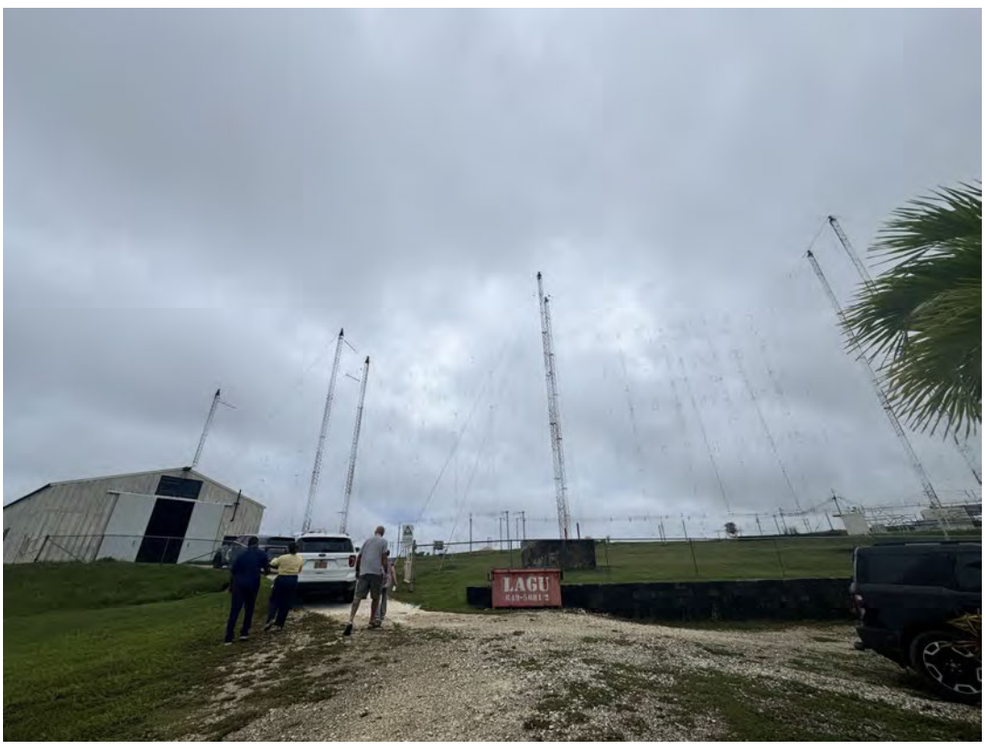











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AMENDED LEASE AGREEMENT

This Amended Lease Agreement will supercede the Lease Agreement recorded under Document No. 269828 authorized by Public Law 13-134 is herein entered by and between **DEPARTMENT OF LAND MANAGEMENT, GOVERNMENT OF GUAM**, P.O. Box 2950, Hagatna, Guam 96932 hereinafter referred to as the **"LESSOR"** and **TRANS WORLD RADIO PACIFIC, a Guam Corporation,** P.O. Box 8780 Agat, Guam 96928, hereinafter referred to as the **"LESSEE"**.

WITNESSETH:

The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

1. The LESSOR hereby leases to the LESSEE and the LESSOR hereby leases from the LESSOR the following described premises to wit:

> Lot No. 440-4, Municipality of Merizo, containing an area of 758,607 square feet or 70,477.00 square meters (17.415 acres) as shown on L.M. Checked No. 025FY97 recorded under Document No. 560187.
>
> and
>
> Lot No. 440-5, Municipality of Merizo, containing an area of 10,463 ± square meters (2.585 acres) as shown on Map Drawing No. I4-04T690 dated June 27, 2005, L.M. Checked No. 184FY2005 recorded under Document No. 710907.

2. TERMS: To have and to hold the above-described property, **Lot No. 440-4**, Merizo, together with all rights appurtenant thereto belonging to the LESSEE for a term beginning **JULY 1, 1976** and ending **JUNE 30, 2026** at midnight upon the terms, covenants and conditions hereinafter set forth.

To have and to hold the above-described property, **Lot No. 440-5,** Merizo, together with all rights appurtenant thereto belonging to the LESSEE for a term beginning **NOVEMBER 1, 2006** and ending **JUNE 30, 2026** at midnight upon the terms, covenants and conditions hereinafter set forth.

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2:13p

3. RENT for Lot 440-4: The LESSEE shall pay to the LESSOR as rental to the premises six percent (6%) per annum of the fair market value of the premises at date of execution; the LESSOR herein agrees and accepts as fair market value of the premises, for **Lot No. 440-4**, established by the appraisal report dated February 23,1976 prepared by Ralph M. Shiyama, an appraiser for Realty Research Corporation, which is marked Exhibit "A" and recorded under Document No. 269828.

RENT for Lot 440-5: The LESSEE shall pay to the LESSOR as rental to the premises six percent (6%) per annum of the fair market value of the premises at date of execution; the LESSOR herein agrees and accepts an average fair market value of the premises, for **Lot No. 440-5,** established by two appraisal report dated June 8, 2005 prepared by Micronesian Appraisal Associates, Inc., Real Estate Appraisal and Consultation and the other appraisal dated October 8, 2005 prepared by Chief Appraisals, copies of which are attached marked Exhibit "B".

The value established thereby shall be applied in the computation of rental herein above agreed. It is further agreed that the per annum rental shall be compounded every ten (10) years at the rate of ten percent (10%). The LESSEE through its facilities and activities shall from time to time or at LESSEE's initiative, cooperate with the LESSOR to propagate to its audience Guam's identity including but not limited to geography, population, culture, climate, economy, society and politic. The LESSEE further agrees to make available its broadcast facilities and capabilities to the LESSOR in cases of national emergency, and before, during and after natural disasters subject to the determination of the local Civil Defense Office.

All rentals shall be paid monthly in advance on or before the first day of each lease month.

4. OPTION TO RENEW: LESSEE shall have the right and option to renew this lease for another thirty (30) years upon the same terms and conditions contained herein except the payment of rent which shall be

negotiated upon notice to exercise this option. The LESSEE shall give ninety (90) days prior notice to the LESSOR by registered mail of LESSEE's decision to exercise option.

5. The LESSOR shall deliver to the LESSEE physical possession of the demised premises upon the execution of the lease. The LESSEE shall deliver to the LESSOR physical possession of the demised premises upon termination of this lease or any renewal thereto.

6. LESSEE covenants to save harmless and indemnify LESSOR from and against all causes of action legal or equitable arising by reason of the actions or neglect of the LESSEE or of the failure by the public or any persons whomsoever which may be asserted against the LESSOR for and upon said cause of action.

7. QUIET ENJOYMENT: The LESSOR covenants and warrants that the LESSEE upon paying the rental and performing the covenants of this lease may quietly have, hold and enjoy the demised premises during the term of this lease or any renewal thereto. The LESSOR further represent and warrant that LESSOR is the owner of the leased premises and has the right to make this lease to wit:

(a) Lot No. 440, Merizo, is registered under the Government of Guam, as per Certificate of Title Number 33482.

(b) The leased premises are now free from all encumbrances.

8. LESSEE shall pay all utility charges including water, sewer, electricity, and telephone assessed against the demised premises during the term hereof and any renewal thereto.

9. ASSIGNMENTS, MORTGAGING AND SUBLETTING RIGHTS: The LESSEE may not assign this lease in whole or in part or mortgage or sublet all or any part of the demised premises but shall remain liable to the LESSOR for the payment of rent and of the terms, conditions, and covenants of this lease.

10. CONDITION: If at any time during the term hereof the whole or any substantial part of the premises shall be taken for any public or quasi

premises or arising by reason of the occupancy, use or the leased premises or the business carried on of the activities carried for which are or may become a lien during the term of the lease of which are hereinafter collectively referred to as taxes. LESSOR shall promptly forward to LESSEE all bills received by LESSOR for taxes which LESSEE is required by the provisions of this lease to pay and shall be assessed or levied against the premises.

12. USE CLAIMS WITH LAWS AND RECTRICTIONS: LESSEE shall have the peaceful and quiet use of the leased premises only as authorized by **Public Law 13-134** without hindrance on the part of the LESSOR and LESSOR shall warrant and defend LESSEE in such peaceful and quiet use against the lawful claims of all persons claiming by, through or under the LESSOR. LESSEE shall not breach or suffer to breach of any of the condition, covenants and restrictions of record affecting the leased premises and shall hold the LESSOR harmless from any and all consequences of any such breach. LESSEE shall comply to all present and future laws and regulations of duly constituted public authorities in any manner affecting the leased premises. LESSEE shall have the right to contest the validity of any laws or regulations adversely affecting the use of the leased premises and shall hold the LESSOR harmless from the violation of any such law or regulation.

13. IMPROVEMENTS: LESSEE shall throughout the term of this lease at its own cost without any expense to the LESSOR keep and maintain the premises including all belongings and improvements of every kind which may be a part thereto including the towers and broadcasting or transmitting facilities and such other belongings and facilities including dwellings as may be essential to the facility and effective use of the property and all appurtenances thereto in good sanitary and neat order, condition and repair. Upon termination or expiration and renewal thereto of this lease, all improvements constructed or situated on the demised premises shall remain thereon and shall revert to the LESSOR except

those facilities and equipment directly used for transmitting and broadcasting and which can be removed without impairing the improvement remaining therein.

14. LESSEE shall prepare at his expense a fifty (50) foot public right-of-way severance map depicting access to the demised premises and submit said map with due haste to the LESSOR for its approval and adoption pursuant to the terms and conditions of this agreement. LESSEE shall thereafter develop and construct a twenty-two (22) foot wide coral base road at his expense and shall continue to maintain said road until such time as the LESSOR releases in writing the LESSEE from this obligation.

15. The LESSEE may terminate this agreement at any time by giving written notice by registered mail to LESSOR ninety (90) days prior to the effective date of termination.

16. DEFAULT AND REMEDIES: The following events shall be termed to be events of default by LESSEE under this lease:

a) LESSEE shall fail to pay any installment of rent hereby reserved or shall fail to pay any taxes or other charges required to be paid by LESSEE under the terms of this lease and such failure shall continue for a period of thirty (30) days from and after written notice expressing such failure is delivered to LESSEE.

b) LESSEE shall fail to comply with any term, provision or covenant of this lease other than the payment of rental, taxes or other charges and shall not commence to remove or correct such failure within thirty (30) days from and after the date written notice such failure is delivered to the LESSEE or having commenced to renew or to correct such failures within sixty (60) days, LESSEE thereafter fail to proceed with reasonable diligence to completely remove or correct such failures.

-- 746771 FILE 06-1154

17. RIGHTS OF SUCCESSORS: The covenants, conditions and agreements contained herein shall bind and enure to the benefits of the LESSOR and the LESSEE and their respective heirs, distributes, executors, administrators, and successors.

LESSEE:

Michael B. Sabin

MICHAEL B. SABIN
TRANS WORLD RADIO

Date: 10/3/06

ACKNOWLEDGMENT

CITY OF HAGATNA)ss

On this 3rd day of October, 2006, before me, the undersigned notary, personally appeared MICHAEL B, SABIN, known to me to be the person whose name is signed on the attached or preceding document and acknowledged to me that he signed it voluntarily for its stated purpose.

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

Gracemarie C. Martinez

GRACE MARIE C. MARTINEZ
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: July 05, 2008
P.O. Box 21112 GMF, Guam 96921

RECEIVED
OCT 30 2006
2:13 pm
ATTORNEY GENERAL'S OFFICE

APPROVED AS TO LEGALITY
AND FORM:

for

DOUGLAS B. MOYLAN
Attorney General of Guam

Date: 11-6-06

LESSOR:
GOVERNMENT OF GUAM:

FELIX P. CAMACHO
Governor of Guam

Date: 29 Nov 2006



PUBLICATION OF RECRUITMENT
ADMINISTRATIVE DIRECTOR

ADMINISTRATIVE DIRECTOR
POSITION DESCRIPTION

Classification: Unclassified
Pay Grade: E-P
Salary: Negotiable

Position Title: Administrative Director

Summary: The Administrative Director reports directly to the Commissioners of the CHamoru Land Trust Commission ("CLTC"). The Administrative Director is the principal manager of the CLTC's day to day activities. The Director serves at the Board's pleasure, and works to execute the CLTC's statutory functions as well as to fulfill the goals and objectives that the board shall from time to time adopt.

Qualifications/Requirements:

- Master's degree from a U.S. accredited college or university plus five (5) years of management level experience in the application of the Chapter 75 and 75A, Title 21 Guam Code annotated, with Knowledge of Guam Subdivision Laws and other Land Regulations; or
- Bachelor's degree from a U.S. accredited college or university plus seven (7) years of management level experience in the application of the Chapter 75 and 75A, Title 21 Guam Code annotated, with Knowledge of Guam Subdivision Laws and other Land Regulations; or
- Any equivalent combination of experience and training which provides the knowledge, abilities and skills to fully perform the work involved in the position.

Special Qualifications:
Strategic and futuristic thinker with a rational thought process in analyzing critical factors and variables that can impact the long-term success.

- Embraces future or new possibilities, is creative, and not debilitated by risk-averse considerations.
- Forward-thinking and proactive in resolving issues.

Essential Functions:

- Ability to interpret and make sound recommendations regarding proposed legislation. Advise the CLTC on how various legislative and other proposals may affect the mission of the Trust.
- Resolves problems in a timely manner, and generates solutions to challenges.

- The Director serves as the principal spokesperson for the CLTC. Excellent communication skills are required; speaks clearly and persuasively in positive and negative situations and writes clearly and informatively.
- Approaches others in a tactful manner.
- Balances team and individual responsibilities and focuses on solving conflicts within the organization.
- Shares expertise with others and offers opportunities to staff for personal and professional growth and development.
- Develops and coordinates projects and communicates changes and progress.
- Exhibits sound and accurate judgment and displays willingness to make decisions.
- Prioritizes and plans work activities.
- Adapts to changes in the work environment and strives to increase productivity while demonstrating accuracy and thoroughness.
- Uses equipment and materials properly.
- Is consistently at work and on time and volunteers readily, initiates and undertakes self-development activities.
- Displays original thinking and creativity.
- Follows instructions and responds to management direction while taking responsibility for actions.

Special Requirements:

- Must be willing to work long hours, weekends, and holidays.
- Must be knowledgeable with the Government Accounting Standards Board Pronouncements.
- Must be knowledgeable with the Generally Accepted Account Principles.
- Must be able to use basic office computer programs and software.
- Must have completed Procurement Training Module 1.
- Must have a demonstrated track record of superior personnel managerial skills, in addition to technical expertise.

Supervises the entire day-to-day of operations of the Commission that encompasses Financial, Fiscal, Procurement, Budgeting, Planning, Land Administration, and Compliance. Such Activities include, but are not limited to:

- Prepare Annual Budgets
- Prepare financial adjustments in accordance with GASB and GAAP requirements for the preparation of Financial Statements
- Customer service
- Staff development
- Strategic Planning
- Intergovernmental and military relations
- Communicates regularly with the Board's chairperson and, as required from time to time, with other members of the board, on matters related to the day-to-day operations and management of the Commission, its employees, vendors, and external associations.
- Ensures compliance with all Guam Open Meeting and Sunshine Reform Act requirements;

including all information that pertains to the agenda for all board meetings, and accurately documents all such meetings and activities.

- Oversees the development and execution of such strategic and other plans as the board shall cause to be prepared, adopted, or otherwise modified.
- Reviews employee performance regularly to rationalize performance-based compensation, enforce employee rules and regulations, and provide or arrange staff training as needed.
- Serves as Authorized Authority of all Federal Grants.
- Serves as the Certifying Officer of the Commission.
- Monitors federal and local legislation impacting the Commission.
- Coordinates the Commissions activities with appropriate local government, military, federal, and other planning agencies with respect to their impact on Land.
- Represents the Commission in Public Hearings and other meetings.
- Acts as key liaison and adviser between and among the Governor, the Legislature and Board on matters relating to the Commission.
- Ensures the Commission's legal and other regulatory compliance.
- Delegates his/her responsibilities as appropriate, and consistent with sound accountability and management practices.
- Performs such other duties and responsibilities as determined by the board.
- Supervises the formal preparation of financial statements and reports for General Funds, Special and Revolving Funds or related funds as needed; analyzes various financial information of a wide variety for appropriate recommendations.
- Supervises the preparation of receipts and disbursement schedules, expenditures against budget schedules and appropriation summaries; reconciles cost balances.
- Evaluates a variety of financial reports for internal consistency and validity Profit and Loss Statements, Balance Sheets and other financial reports.
- Supervises the installation of special accounting systems and related procedures in establishment, which cannot use standardized systems.
- Analyzes the financial aspect relationship of cost to the major accounting structures such as codification of accounts, different appropriation accounts and budgetary elements; analyzes cash collections received on a daily basis; controls to assure sufficient cash flow of current payables; evaluates the effect of deficits.
- Analyzes trend projection for top management review pertaining to cash flow status and projection. Evaluates or recommends fiscal policy that should be followed such as tight policy or balanced budget.
- Invest cash accounts with the concurrence of top management review within the cognizance of legislative constraints.
- Prepares various administrative reports and correspondences. Perform related duties as required.

Knowledge, Skills & Abilities:

- Demonstrated integrity and ethical business practices.
- Ability to negotiate and communicate, network, and present effectively and meaningfully to the board, general membership, and to other public, private and civic organizations.
- Demonstrated history and success in advocating positions, conceptualizing strategy, and executing plans or programs effectively.

- Proven history of success in overseeing and administering complicated and diverse strategic plans including the involvement of private sector teams, committees, and government leaders.
- Ability and skill in generating strategically meaningful data
- Good working knowledge of the government of Guam budgeting process, sources of funds for Bureau operations, and financial accountability.
- Good working knowledge of government rules and regulations applicable to the Commission, and its staff
- Ability to plan, organize, and manage people in a general office environment and willingness to be a 'hands on' working manager as needed.
- Demonstrated ability to identify, develop and train new and junior personnel to position them for matriculation to positions with more responsibility and experience.
- Demonstrated ability to develop and achieve a superior workplace culture.
- Ability to write effectively and work well in professional and non- professional environments.
- Ability to handle multiple challenges in a fast-paced environment.
- Proven history of community service and involvement.

Key Competencies:

1. Technical Capacity
2. Personal Effectiveness/Credibility
3. Thoroughness
4. Collaboration Skills
5. Communication Proficiency
6. Flexibility
7. Adaptation to various situations
8. Creative Thinking
9. Engagement
10. Decision Making/ Decisiveness
11. Impact / Influence

Supervisory Responsibility:
This position requires the supervision of all staff and management.

Work Environment:
This job operates in a professional office environment. This role routinely uses standard office equipment such as computers, phones, photocopiers, filing cabinets and fax machines.

Physical Demands:
This position involves activities related to meetings, meeting functions and facilities, public speaking, and/or standing for long periods of time.

Other Duties:
This job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities and activities may change at any time with or without notice.


Kumision Inangokkon Tano' CHamoru
GREAT SEAL OF GUAM
GUAM
TANO'I MAN CHAMORRO
CHamoru Land Trust Commission

PL37-146

I Mina'trentai Siette Na Liheslaturan Guåhan
BILL STATUS

BILL NO.	SPONSOR	TITLE	DATE INTRODUCED	DATE REFERRED	CMTE REFERRED	FISCAL NOTES	PUBLIC HEARING DATE	DATE COMMITTEE REPORT FILED	NOTES
381-37 (COR) As amended by the Committee on Health, Land, Justice, and Culture	Therese M. Terlaje	AN ACT TO AUTHORIZE THE CHAMORRO LAND TRUST COMMISSION TO SELL 1580 SQUARE METERS OF AN EXISTING BULL CART TRAIL THROUGH LOTS 5045, 5051B, AND 5046B, MUNICIPALITY OF TAMUNING (FORMERLY MUNICIPALITY OF DEDEDO) OR TO AUTHORIZE CLTC TO TRANSFER TO THE DEPARTMENT OF LAND MANAGEMENT (DLM) AND AUTHORIZE DLM TO EXCHANGE 1580 SQUARE METERS OF THE BULL CART TRAIL FOR APPROXIMATELY 13,101 SQUARE METERS OF 60' WIDE PUBLIC EASEMENT THROUGH CONSOLIDATED LOTS 5045, 5051B, AND 5046B, MUNICIPALITY OF TAMUNING (FORMERLY MUNICIPALITY OF DEDEDO).	11/15/24 4:54 p.m.	11/19/24	Committee on Health, Land, Justice, and Culture	Request: 11/19/24 11/26/24	11/26/24 2:00 p.m.	12/5/24 10:33 a.m. As amended by the Committee on Health, Land, Justice, and Culture	

SESSION DATE	TITLE	DATE PASSED	TRANSMITTED	DUE DATE	PUBLIC LAW NO.	DATE SIGNED	NOTES
12/5/24	AN ACT TO AUTHORIZE THE CHAMORRO LAND TRUST COMMISSION TO SELL ONE THOUSAND FIVE HUNDRED EIGHTY (1,580) SQUARE METERS OF AN EXISTING BULL CART TRAIL THROUGH LOTS 5045, 5051B, AND 5046B IN THE MUNICIPALITY OF *TAMUNING* (FORMERLY MUNICIPALITY OF *DEDEDO*); OR TO AUTHORIZE THE CLTC TO TRANSFER TO THE DEPARTMENT OF LAND MANAGEMENT (DLM) AND AUTHORIZE DLM TO EXCHANGE ONE THOUSAND FIVE HUNDRED EIGHTY (1,580) SQUARE METERS OF THE BULL CART TRAIL FOR APPROXIMATELY THIRTEEN THOUSAND ONE HUNDRED ONE (13,101) SQUARE METERS OF A SIXTY FOOT (60') WIDE PUBLIC EASEMENT THROUGH CONSOLIDATED LOTS 5045, 5051B, AND 5046B IN THE MUNICIPALITY OF *TAMUNING* (FORMERLY MUNICIPALITY OF *DEDEDO*).	12/16/24	12/17/24	12/28/24	37-146	12/28/24	Received: 12/28/24 Messages and Communications Doc. No. 37GL-24-3168

Doc. No. 38GL-26-2058.*

LOURDES A. LEON GUERRERO
GOVERNOR

JOSHUA F. TENORIO
LT. GOVERNOR

UFISINAN I MAGA'HÅGAN GUÅHAN
OFFICE OF THE GOVERNOR OF GUAM

Transmitted via Email to: speaker@guamlegislature.org

37GL-24-3168
OFFICE OF THE SPEAKER
THERESE M. TERLAJE
DEC 2 8 2024
Time: 6:01 pm
Received:

December 28, 2024

THE HON. THERESE M. TERLAJE, *Speaker*
I Mina'trentai Siette Na Liheslaturan Guåhan
37th Guam Legislature
Guam Congress Building
163 Chalan Santo Papa
Hagåtña, Guam 96910

RE: Bill No. 381-37 (COR), "AN ACT TO AUTHORIZED THE CHAMORRO LAND TRUST COMMISSION TO SELL ONE THOUSAND FIVE HUNDRED EIGHTY (1,580) SQUARE METERS OF AN EXISTING BULL CART TRAIL THROUGH LOTS 5045, 5051B, AND 5046B IN THE MUNICIPALITY OF *TAMUNING* (FORMERLY MUNICIPALITY OF *DEDEDO*); OR TO AUTHORIZE THE CLTC TO TRANSFER TO THE DEPARTMENT OF LAND MANAGEMENT (DLM) AND AUTHORIZE DLM TO EXCHANGE ONE THOUSAND FIVE HUNDRED EIGHTY (1,580) SQUARE METERS OF THE BULL CART TRAIL FOR APPROXIMATELY THIRTEEN THOUSAND ONE HUNDRED ONE (13,101) SQUARE METERS OF A SIXTY FOOT (60') WIDE PUBLIC EASEMENT THROUGH CONSOLIDATED LOTS 5045, 5051B, AND 5046B IN THE MUNICIPALITY OF *TAMUNING* (FORMERLY MUNICIPALITY OF *DEDEDO*)"

Håfa Adai Madam Speaker,

Bill No. 381-37 (COR) authorizes the Chamorro Land Trust Commission (CLTC) to sell 1,580 square meters of an existing bull car trail through Los 5045, 5051B, and 5046B in the municipality of *Tamuning* or transfer said bill cart trail to the government of Guam for public access and maintenance upon which the Department of Land Management (DLM) is authorized to exchange the 1,580 square meters of said bull cart trail through the aforementioned lots for approximately 13,101 square meters of a 60 foot wide easement through the consolidated lots.

This legislation permits the consolidation of the bull cart trail, provided that a public easement is dedicated. This will enable the subdivision of these ancestral lands, improve public access and safety in the area, and streamline the development process.

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RECEIVED
12/27/25 10:27a.m

RICARDO J. BORDALLO GOVERNOR'S COMPLEX
513 W. Marine Corps Drive Hagåtña, Guam 96910
governor.guam.gov | (671) 472-8931

For these reasons, I sign Bill No. 381-37 into law as ***Public Law No. 37-146***.

Senseramente,

LOURDES A. LEON GUERRERO
I Maga'hågan Guåhan
Governor of Guam

Enclosure(s): Bill No. 381-37 (COR) nka P.L. 37-146
cc via email: *Honorable* Joshua F. Tenorio, *Sigundo Maga'låhen Guåhan*, Lt. Governor of Guam
Compiler of Laws

I MINA'TRENTAI SIETTE NA LIHESLATURAN GUÅHAN
2024 (SECOND) Regular Session

CERTIFICATION OF PASSAGE OF AN ACT TO *I MAGA'HÅGAN GUÅHAN*

This is to certify that **Bill No. 381-37 (COR), "AN ACT TO AUTHORIZE THE CHAMORRO LAND TRUST COMMISSION TO SELL ONE THOUSAND FIVE HUNDRED EIGHTY (1,580) SQUARE METERS OF AN EXISTING BULL CART TRAIL THROUGH LOTS 5045, 5051B, AND 5046B IN THE MUNICIPALITY OF *TAMUNING* (FORMERLY MUNICIPALITY OF *DEDEDO*); OR TO AUTHORIZE THE CLTC TO TRANSFER TO THE DEPARTMENT OF LAND MANAGEMENT (DLM) AND AUTHORIZE DLM TO EXCHANGE ONE THOUSAND FIVE HUNDRED EIGHTY (1,580) SQUARE METERS OF THE BULL CART TRAIL FOR APPROXIMATELY THIRTEEN THOUSAND ONE HUNDRED ONE (13,101) SQUARE METERS OF A SIXTY FOOT (60') WIDE PUBLIC EASEMENT THROUGH CONSOLIDATED LOTS 5045, 5051B, AND 5046B IN THE MUNICIPALITY OF *TAMUNING* (FORMERLY MUNICIPALITY OF *DEDEDO*),"** was on the 16th day of December 2024, duly and regularly passed.

Therese M. Terlaje

Therese M. Terlaje
Speaker

Attested:

Chris Barnett
Acting Legislative Secretary

This Act was received by *I Maga'hågan Guåhan* this 17th day of Dec, 2024, at 3:52 o'clock P.M.

Assistant Staff Officer
Maga'håga's Office

APPROVED: Lou dem Guerrero
12/28/2024
Lourdes A. Leon Guerrero
I Maga'hågan Guåhan

Date: 12/28/2024

Public Law No. 37-146

2024-22887
OFFICE OF THE GOVERNOR
CENTRAL FILES OFFICE
Rec'd By: Elaine Tajalle
Date: 12/17/24 Time: 3:15p

I MINA'TRENTAI SIETTE NA LIHESLATURAN GUÅHAN
2024 (SECOND) Regular Session

Bill No. 381-37 (COR)
As amended by the Committee on
Health, Land, Justice, and Culture.

Introduced by: Therese M. Terlaje
Chris Barnett
Frank Blas, Jr.
Joanne M. Brown
Christopher M. Dueñas
Thomas J. Fisher
Jesse A. Lujan
Tina Rose Muña Barnes
William A. Parkinson
Sabina Flores Perez
Roy A. B. Quinata
Joe S. San Agustin
Dwayne T.D. San Nicolas
Amanda L. Shelton
Telo T. Taitague

AN ACT TO AUTHORIZE THE CHAMORRO LAND TRUST COMMISSION TO SELL ONE THOUSAND FIVE HUNDRED EIGHTY (1,580) SQUARE METERS OF AN EXISTING BULL CART TRAIL THROUGH LOTS 5045, 5051B, AND 5046B IN THE MUNICIPALITY OF *TAMUNING* (FORMERLY MUNICIPALITY OF *DEDEDO*); OR TO AUTHORIZE THE CLTC TO TRANSFER TO THE DEPARTMENT OF LAND MANAGEMENT (DLM) AND AUTHORIZE DLM TO EXCHANGE ONE THOUSAND FIVE HUNDRED EIGHTY (1,580) SQUARE METERS OF THE BULL CART TRAIL FOR APPROXIMATELY THIRTEEN THOUSAND ONE HUNDRED ONE (13,101) SQUARE METERS OF A SIXTY FOOT (60') WIDE PUBLIC

EASEMENT THROUGH CONSOLIDATED LOTS 5045, 5051B, AND 5046B IN THE MUNICIPALITY OF *TAMUNING* (FORMERLY MUNICIPALITY OF *DEDEDO*).

BE IT ENACTED BY THE PEOPLE OF GUAM:

Section 1. Legislative Findings and Intent. *I Liheslaturan Guåhan* finds that the Guam Ancestral Lands Commission (GALC) recognized Ana Miner Eclavea as the rightful owner of Lots 5045, 5051B, and 5046B. These lots and the bull cart trail that runs through them are proposed by the heirs of Ana Miner Eclavea to be consolidated into Lot 5046-B-NEW and subdivided pursuant to distribution to family members overseen by the Superior Court of Guam. The family proposes to dedicate thirteen thousand one hundred one (13,101) square meters of a sixty foot (60') wide public easement in exchange for one thousand five hundred eighty (1,580) square meters of an existing bull cart trail. The family proposes to acquire and consolidate one thousand five hundred eighty (1,580) square meters of an existing bull cart trail between Route 34 and the Harmon cliff line and dedicate thirteen thousand one hundred one (13,101) square meters of a sixty foot (60') wide public easement. This public easement would also lead from Route 34 to the same point on the Harmon cliff line as the existing bull cart trail.

I Liheslaturan Guåhan further finds that 21 GCA, Chapter 75, § 75105(c) authorizes the Department of Land Management (DLM), with the approval of the Chamorro Land Trust Commission (CLTC), or the Commission to sell at fair market value bull cart trails that no longer serve the transportation function originally intended to contiguous landowners, with proceeds to go to the CLTC.

I Liheslaturan Guåhan finds that 21 GCA, Chapter 75, § 75105(e) allows the CLTC to exchange lands for land of an equal value in order to consolidate its holdings or to better effectuate the purposes of the Land Trust.

I Liheslaturan Guåhan finds that 21 GCA, Chapter 75, § 75124(a) provides that the proceeds of all sales of bull cart trails shall be deposited to the Chamorro Land Trust Survey and Infrastructure Fund.

I Liheslaturan Guåhan finds that 21 GCA, Chapter 60, § 60112(a) provides that government-owned real property shall not be sold, exchanged, or otherwise transferred without the prior specific approval of the Guam Legislature.

Therefore, it is the intent of *I Liheslaturan Guåhan* to allow the consolidation of the bull cart trail contingent upon the dedication of the public easement in order to allow the subdivision by the family of these ancestral lands, to provide enhanced public access and safety in the area, and to facilitate ease of development.

Section 2. Notwithstanding any other provision of law, and subject to the approval of the Chamorro Land Trust Commission, the Chamorro Land Trust Commission is authorized to:

(1) sell one thousand five hundred eighty (1580) square meters of an existing bull cart trail through Lots 5045, 5051B, and 5046B in the municipality of *Tamuning* (formerly municipality of *Dededo*) to the adjacent property owners. The average of two (2) appraisals, appraised for highest and best use regardless of zoning, from two (2) separate licensed real estate appraisers, one (1) of which appraisal is not more than twelve (12) months old, and which appraisals are paid for by the transferee may be used to determine the value of the sale; or

(2) transfer said bull cart trail to the government of Guam for public access and maintenance, upon which the Department of Land Management is authorized to exchange one thousand five hundred eighty (1580) square meters of the bull cart trail through Lots 5045, 5051B, and 5046B in the municipality of *Tamuning* (formerly municipality of *Dededo*) for approximately thirteen thousand one hundred one (13,101) square meters of a

sixty foot (60') wide public easement through consolidated Lots 5045, 5051B, and 5046B in the municipality of *Tamuning* (formerly municipality of *Dededo*).

Section 3. Waiver of Appraisals for Land Transfers. The requirement for two (2) appraisals to accompany a bill that authorizes the transfer of land or leasing of land pursuant to 2 GCA, Chapter 2, § 2107 is hereby waived.



New Business



Constituent Matters

CHamoru Land Trust Commission
Land Agent Staff Report

JOAQUINA MANIBUSAN IGNACIO
Agriculture Applicant

I. MATTER(S): Ms. Joaquina Manibusan Ignacio is requesting an Agriculture Lease Agreement within a Portion of Lot 7151-R60 Yigo for one-half (½) acre property

II. LEGAL REFERENCE(S): Based on Public Law 37-132, (b) Persons presently holding land use permits and who qualify under §6A106 will hereby maintain their home or farms, adhering to all other requirements of the Act and these rules and regulations. (c) The Commission shall award leases to those who qualify under Subsection (b) of this Section and §6A106, regardless of the date and time of application.

III. FACTS

1) Original Applicant: Joaquina Manibusan Ignacio
2) Original Applicant's Date and Time: September 27, 2002, at 11:00 AM
3) Applicant's Application Number: 05798
4) Original Application Type: Agriculture
5) Lease Approved by CLTC Board of Commissioners: N/A
6) Lot Description on Lease Agreement: N/A
7) Lot Size: N/A
8) Master Plan Identification: Portion of Lot 7151-R60, municipality of Yigo
9) Survey Map: N/A
10) Priority: N/A
11) Preoccupier: Yes
12) Land Use Permit (LUP): No
13) Mayor's Certification: Yes; residing on Lot 7151 since 1984
14) Recorded Lease: N/A
15) Unrecorded Lease: N/A
16) Lease Fee Paid: N/A
17) Is this a Registered Property: Yes
18) Residing on Private Property: No
19) Residing on Guam Ancestral Lands Property: No
20) Part of 2018 Ratified Listing: No
21) Part of Null and Void Listing: No
22) Part of 1995 Listing: No
23) Part of OPA Audit Listing: No

IV. CHRONOLOGY

1) September 27, 2002 – Submission of CLTC Agriculture Application under Joaquina Manibusan Ignacio, Application No. 05798
2) October 22, 2002 – Submission of Yigo Mayor's Certification under Mayor Robert Sanchez Lizama, having been a resident of Yigo since 1984
3) December 3, 2013 – CLTC and DLM conducted a GPS and inspection on the property of Ms. Ignacio to validate their occupancy as Agriculture occupants

4) January 30, 2014 – Ms. Ignacio appeared before the CLTC Board of Commissioners, addressing her issue on a pending lease agreement. No decision was made during this board meeting.
5) May 28, 2021 – CLTC conducted a site inspection to verify Ms. Ignacio's current occupancy on her Agriculture lot
6) September 24, 2024 - Verification of Eligibility Letter sent to Ms. Ignacio in regards to her qualifications under 75A (PL35-112)
7) October 18, 2024 – PL37-132 passed in regards to preoccupiers acquiring a lease agreement
8) June 6, 2025 – Ms. Ignacio, her husband, and her named POA came in to follow through on the current status of acquiring a CLTC lease agreement. Land Agent J. Casem advised Ms. Ignacio that the board of commissioners will determine the approval or disapproval of her request based on PL37-132
9) July 30, 2025 – CLTC conducted a follow-up site inspection to verify Ms. Ignacio's occupancy within a Portion of Lot 7151-R60 Yigo
10) September 4, 2025 – Submission of updated Yigo Mayor's Certification under Mayor Frances S. Lizama, having been a resident of Yigo since 1984

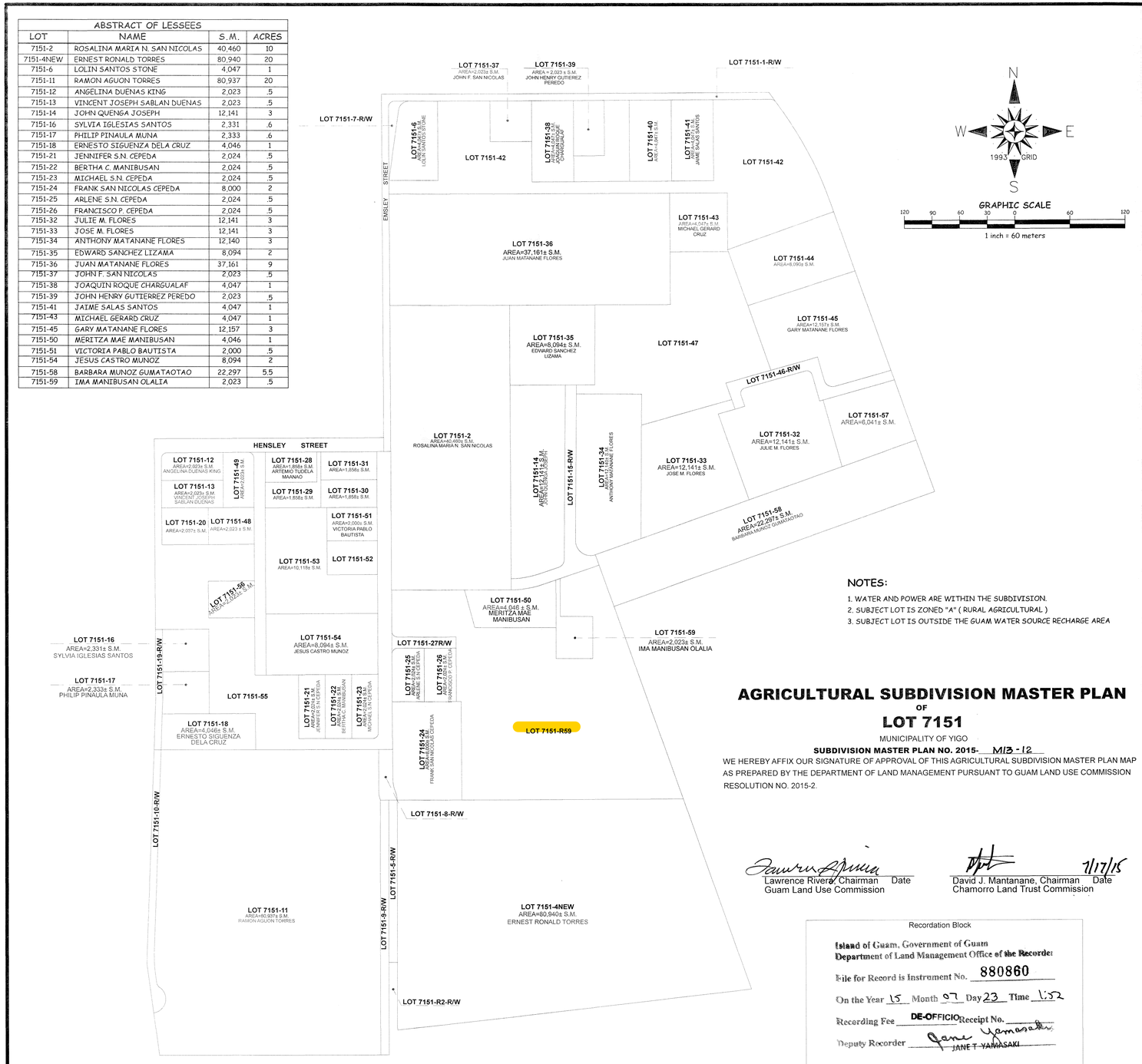
V. SUMMARY

Ms. Joaquina Manibusan Ignacio is seeking an Agricultural Lease Agreement for a ½ acre portion of Lot 7151-R60 in Yigo.

VI. GUIDANCE

Ms. Ignacio is fully qualified under the 75A eligibility requirements based on PL35-112 and PL37-132, which prioritize leases for landless and bona fide farmers. This qualification is strongly supported by her family's generational history of farming the property, including her father being the original Land Use Permit (LUP) holder, and her personal residency on the lot since 1984.

ABSTRACT OF LESSEES			
LOT	NAME	S.M.	ACRES
7151-2	ROSALINA MARIA N. SAN NICOLAS	40,460	10
7151-4NEW	ERNEST RONALD TORRES	80,940	20
7151-6	LOLIN SANTOS STONE	4,047	1
7151-11	RAMON AGUON TORRES	80,937	20
7151-12	ANGELINA DUENAS KING	2,023	.5
7151-13	VINCENT JOSEPH SABLAN DUENAS	2,023	.5
7151-14	JOHN QUENGA JOSEPH	12,141	3
7151-16	SYLVIA IGLESIAS SANTOS	2,331	.6
7151-17	PHILIP PINAULA MUNA	2,333	.6
7151-18	ERNESTO SIGUENZA DELA CRUZ	4,046	1
7151-21	JENNIFER S.N. CEPEDA	2,024	.5
7151-22	BERTHA C. MANIBUSAN	2,024	.5
7151-23	MICHAEL S.N. CEPEDA	2,024	.5
7151-24	FRANK SAN NICOLAS CEPEDA	8,000	2
7151-25	ARLENE S.N. CEPEDA	2,024	.5
7151-26	FRANCISCO P. CEPEDA	2,024	.5
7151-32	JULIE M. FLORES	12,141	3
7151-33	JOSE M. FLORES	12,141	3
7151-34	ANTHONY MATANANE FLORES	12,140	3
7151-35	EDWARD SANCHEZ LIZAMA	8,094	2
7151-36	JUAN MATANANE FLORES	37,161	9
7151-37	JOHN F. SAN NICOLAS	2,023	.5
7151-38	JOAQUIN ROQUE CHARGUALAF	4,047	1
7151-39	JOHN HENRY GUTIERREZ PEREDO	2,023	.5
7151-41	JAIME SALAS SANTOS	4,047	1
7151-43	MICHAEL GERARD CRUZ	4,047	1
7151-45	GARY MATANANE FLORES	12,157	3
7151-50	MERITZA MAE MANIBUSAN	4,046	1
7151-51	VICTORIA PABLO BAUTISTA	2,000	.5
7151-54	JESUS CASTRO MUNOZ	8,094	2
7151-58	BARBARA MUNOZ GUMATAOTAO	22,297	5.5
7151-59	IMA MANIBUSAN OLALIA	2,023	.5



NOTES:

1. WATER AND POWER ARE WITHIN THE SUBDIVISION.
2. SUBJECT LOT IS ZONED "A" (RURAL AGRICULTURAL)
3. SUBJECT LOT IS OUTSIDE THE GUAM WATER SOURCE RECHARGE AREA

AGRICULTURAL SUBDIVISION MASTER PLAN
OF
LOT 7151
MUNICIPALITY OF YIGO

SUBDIVISION MASTER PLAN NO. 2015- M13-12

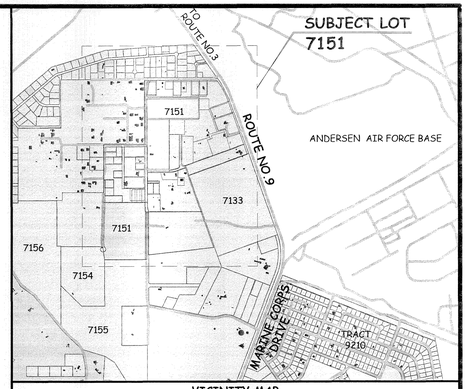
WE HEREBY AFFIX OUR SIGNATURE OF APPROVAL OF THIS AGRICULTURAL SUBDIVISION MASTER PLAN MAP AS PREPARED BY THE DEPARTMENT OF LAND MANAGEMENT PURSUANT TO GUAM LAND USE COMMISSION RESOLUTION NO. 2015-2.

Lawrence Rivera, Chairman Date
Guam Land Use Commission

David J. Mantanane, Chairman 7/17/15 Date
Chamorro Land Trust Commission

Recordation Block

Island of Guam, Government of Guam
Department of Land Management Office of the Recorder
File for Record is Instrument No. 880860
On the Year 15 Month 07 Day 23 Time 1:52
Recording Fee DE-OFFICIO Receipt No. ____
Deputy Recorder Jane Yamasaki
JANE T. YAMASAKI



VICINITY MAP
NOT TO SCALE

SPECIAL NOTES:

1. THIS PLAT WAS PREPARED FOR THE USE OF THE DEPARTMENT OF LAND MANAGEMENT, CHAMORRO LAND TRUST COMMISSION AND THE DEPARTMENT OF REVENUE AND TAXATION.
2. THIS SUBDIVISION WAS PREPARED FROM RECORD DATA SOLELY, NO SURVEY FIELD WORK WAS UNDERTAKEN TO PREPARE THIS PLAT.
3. THIS PLAT IS TO BE USED FOR PLANNING AND REAL PROPERTY ASSESSMENT PER SECTION 75108 FOR LOCATION PURPOSES ONLY, BUT IS NOT SURVEY ACCURATE

   SECTION 75108 CONDITION IN LEASES:
   (f) THE LESSEE SHALL PAY ALL TAXES ASSESSED UPON THE TRACT AND IMPROVEMENTS THEREON.
4. PROPERTY DATA, INCLUDING LOT NUMBERS AND CONFIGURATIONS ARE SUBJECT TO CHANGES OR REVISIONS UPON DETERMINATION OF TOPOGRAPHIC AND NATURAL OR MANMADE CONSTRAINTS.
5. THIS PLAT WAS PREPARED PURSUANT TO TITLE 21, GUAM CODE ANNOTATED, CHAPTER 75 CHAMORRO LAND TRUST COMMISSION SECTION 75103(d) AND (e).
   (d) THE COMMISSION IS AUTHORIZED TO CARRY ON ANY ACTIVITIES IT DEEMS NECESSARY TO ASSIST LESSEES IN OBTAINING MAXIMUM UTILIZATION OF LEASED LANDS, INCLUDING ANY STEPS NECESSARY TO DEVELOP THESE LANDS FOR THEIR HIGHEST AND BEST USE COMMENSURATE WITH THE PURPOSE FOR WHICH THE LAND IS BEING LEASED AS PROVIDED FOR IN SECTION 75107AND ASSISTING LESSEES IN ALL PHASES OF FARMING AND RANCHING OPERATIONS AND THE MARKETING OF THEIR AGRICULTURAL PRODUCE AND LIVESTOCK.
   (e) THE COMMISSION MAY DESIGNATE AND PLAN SUBDIVISIONS IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 62 OF THIS TITLE 21 GCA, ON AVAILABLE LANDS IN, ADJACENT TO, OR NEAR ANY VILLAGE.

REFERENCE:

1. DWG. NO. I4-80T124, LM. NO. 337 FY80, LAND REGISTRATION SURVEY MAP OF LOT 7151 & 7133 PREPARED BY DEPARTMENT OF LAND MANAGEMENT, DOC. NO. 328877.

REVIEWED BY:
LAND ADMINISTRATOR
MARGARITA V. BORJA
LAND MANAGEMENT ADMINISTRATOR
7-17-15 DATE

GUAM CHIEF PLANNER
MARVIN Q. AGUILAR
GUAM CHIEF PLANNER
7-17-15 DATE

CHIEF OF CADASTRE/GUAM CHIEF SURVEYOR
PAUL L. SANTOS
PROFESSIONAL LAND SURVEYOR NO. 68
7-17-15 DATE

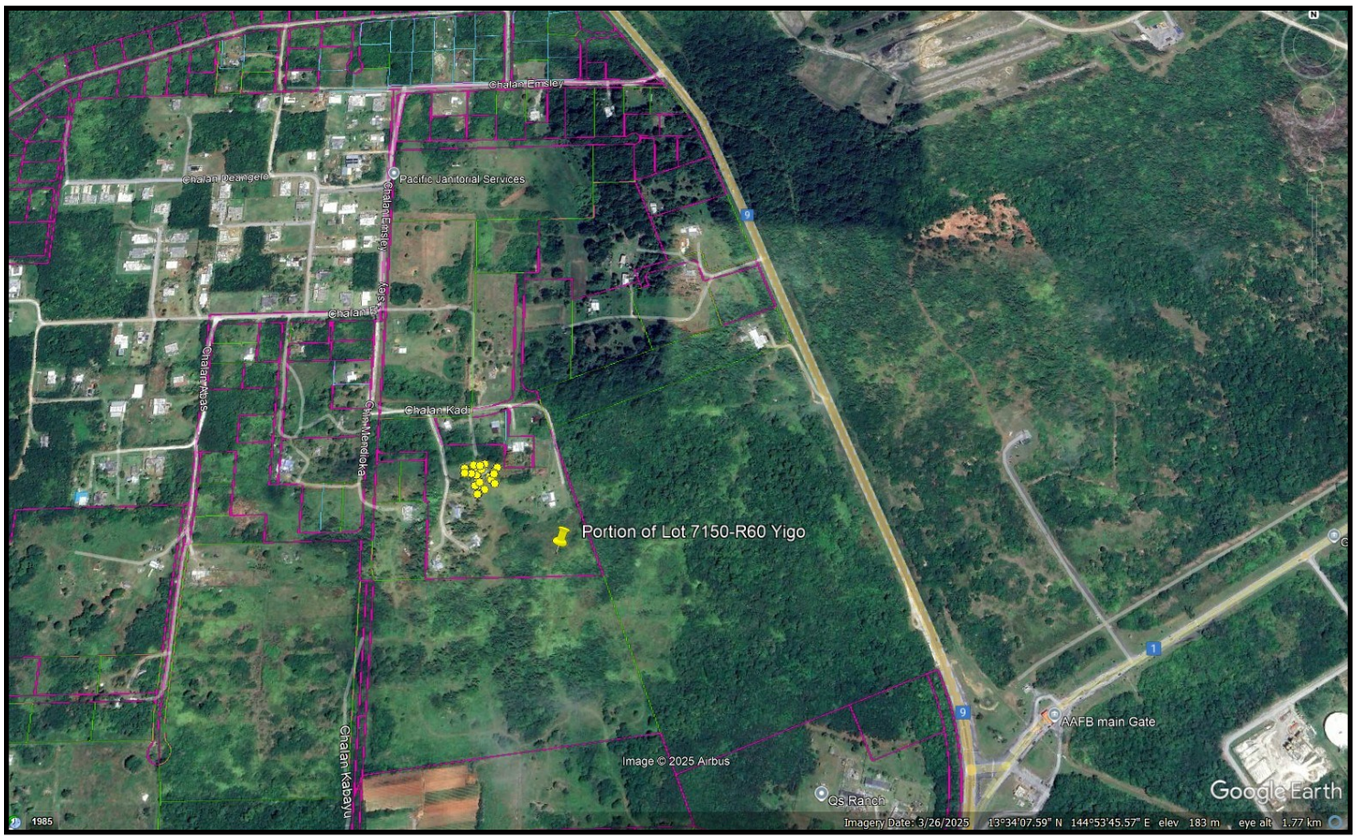
KUMISION INANGOKKON TANO' CHAMORU
CHAMORRO LAND TRUST COMMISSION

AGRICULTURAL SUBDIVISION MASTER PLAN
OF
LOT 7151

LAND SQUARE 6 MUNICIPALITY OF YIGO SECTION 3

SURVEY DATA			BASIC LOT DATA	
JOB NO.2213-11-14	DATE		LOT	7151
COMPUTED BY	SURVEY	OCT.-DEC. '14	CERTIFICATE OF TITLE NO.	76422
DRAWN BY	SURVEY	JAN.-MAR.'15	REGISTERED ON:	03-19-85
RESEARCHED BY	SURVEY	OCT.-DEC. '14	ESTATE NO.	61395
FIELD BY	-N/A-	-N/A-	IN THE NAME OF :	
REVIEWED BY	PLS	APRIL, 2015		GOVERNMENT OF GUAM
SCALE IS IN METRIC SYSTEM AS SHOWN				
SHEET 1 OF 1				
DWG. NO. 2213-11-14				
GRID: A7				

GOVERNMENT OF GUAM
GUBETNAMENTON GUÅHAN
DEPARTMENT OF LAND MANAGEMENT
DIPÅTTAMENTON MINANEHAN TÅNO'
LAND SURVEY DIVISION
DIBISION AGRAMENSIAN TÅNO'





JOAQUINA MANIBUSAN IGNACIO

Agriculture Applicant

Ms. Ignacio has continuously occupied A portion of Lot 7150-R60 Yigo as a preoccupier. She is also a descendent of an LUP holder, her father Juan A. Manibusan.



















CHamoru Land Trust Commission
Land Agent Staff Report

ROSITA MANIBUSAN SARMIENTO
Agriculture Applicant

I. MATTER(S): Ms. Rosita Manibusan Sarmiento is requesting an Agriculture Lease Agreement within a Portion of Lot 7151-R60 Yigo for one-half (½) acre property

II. LEGAL REFERENCE(S): Based on Public Law 37-132, (b) Persons presently holding land use permits and who qualify under §6A106 will hereby maintain their home or farms, adhering to all other requirements of the Act and these rules and regulations. (c) The Commission shall award leases to those who qualify under Subsection (b) of this Section and §6A106, regardless of the date and time of application.

III. FACTS

1) Original Applicant: Rosita Manibusan Sarmiento
2) Original Applicant's Date and Time: February 17, 2000, at 2:52 PM
3) Applicant's Application Number: 05279
4) Original Application Type: Agriculture
5) Lease Approved by CLTC Board of Commissioners: N/A
6) Lot Description on Lease Agreement: N/A
7) Lot Size: N/A
8) Master Plan Identification: Portion of Lot 7151-R60, municipality of Yigo
9) Survey Map: N/A
10) Priority: N/A
11) Preoccupier: Yes
12) Land Use Permit (LUP): No
13) Mayor's Certification: Yes; residing on Lot 7151 since 1990
14) Recorded Lease: N/A
15) Unrecorded Lease: N/A
16) Lease Fee Paid: N/A
17) Is this a Registered Property: Yes
18) Residing on Private Property: No
19) Residing on Guam Ancestral Lands Property: No
20) Part of 2018 Ratified Listing: No
21) Part of Null and Void Listing: No
22) Part of 1995 Listing: No
23) Part of OPA Audit Listing: No

IV. CHRONOLOGY

1) February 17, 2000 – Submission of CLTC Agriculture Application under Rosita Manibusan Sarmiento, Application No. 05279

2) February 16, 2000 – CLTC inspected the property of Ms. Sarmiento. She is farming 2/3 of the property as indicated on the report
3) February 16, 2000 – CLTC issued Ms. Sarmiento an Approval of application for power, clearing permit, telephone, building permit, and water services, signed by AAD R. Teehan, Jr.
4) May 28, 2021 – CLTC inspected the property of Ms. Sarmiento; long-term fruit trees and cattle are on the property
5) June 2, 2021 – Verification of Residency submitted under Mayor Anthony P. Sanchez, having been a resident since 1990 to present
6) June 8, 2023 – CTLC inspected as per the request of Ms. Sarmiento instead of her seeking assistance from FEMA with the damages done to her structure from Typhoon Mawar
7) September 20, 2024 - Verification of Eligibility Letter sent to Ms. Sarmiento in regards to her qualifications under 75A (PL35-112)
8) August 18, 2025 - Submission of updated Yigo Mayor's Certification under Mayor Frances S. Lizama, having been a resident of Yigo since April 22, 1990

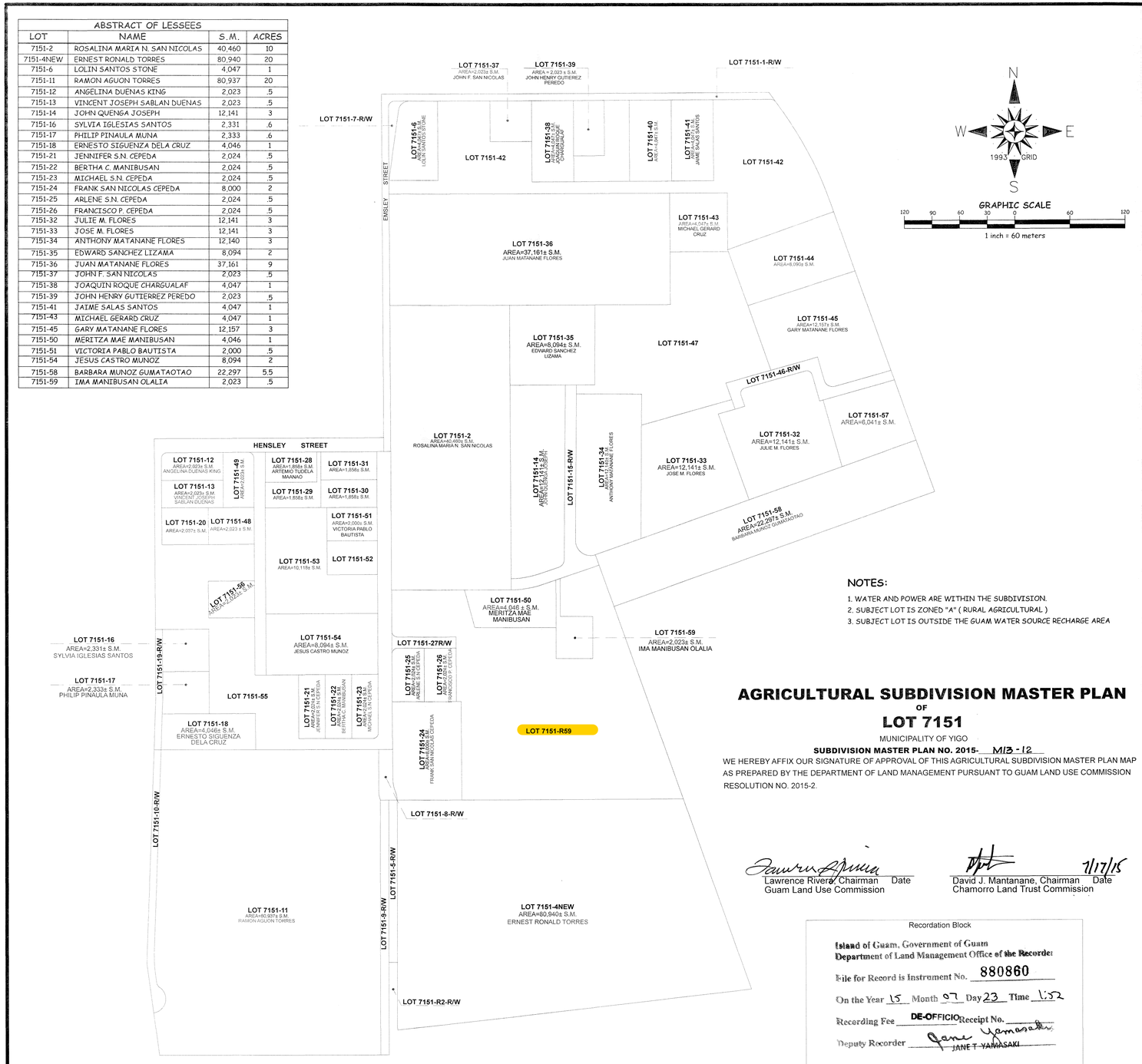
V. SUMMARY

Ms. Rosita Manibusan Sarmiento is seeking an Agricultural Lease Agreement for a ½ acre portion of Lot 7150-R60, Yigo.

VI. GUIDANCE

Ms. Sarmiento is fully qualified under the 75A eligibility requirements based on PL35-112 and PL37-132, which prioritize leases for landless and bona fide farmers. This qualification is strongly supported by her family's generational history of farming the property, including her father being the original Land Use Permit (LUP) holder, and her personal residency on the lot since 1990.

ABSTRACT OF LESSEES			
LOT	NAME	S.M.	ACRES
7151-2	ROSALINA MARIA N. SAN NICOLAS	40,460	10
7151-4NEW	ERNEST RONALD TORRES	80,940	20
7151-6	LOLIN SANTOS STONE	4,047	1
7151-11	RAMON AGUON TORRES	80,937	20
7151-12	ANGELINA DUENAS KING	2,023	.5
7151-13	VINCENT JOSEPH SABLAN DUENAS	2,023	.5
7151-14	JOHN QUENGA JOSEPH	12,141	3
7151-16	SYLVIA IGLESIAS SANTOS	2,331	.6
7151-17	PHILIP PINAULA MUNA	2,333	.6
7151-18	ERNESTO SIGUENZA DELA CRUZ	4,046	1
7151-21	JENNIFER S.N. CEPEDA	2,024	.5
7151-22	BERTHA C. MANIBUSAN	2,024	.5
7151-23	MICHAEL S.N. CEPEDA	2,024	.5
7151-24	FRANK SAN NICOLAS CEPEDA	8,000	2
7151-25	ARLENE S.N. CEPEDA	2,024	.5
7151-26	FRANCISCO P. CEPEDA	2,024	.5
7151-32	JULIE M. FLORES	12,141	3
7151-33	JOSE M. FLORES	12,141	3
7151-34	ANTHONY MATANANE FLORES	12,140	3
7151-35	EDWARD SANCHEZ LIZAMA	8,094	2
7151-36	JUAN MATANANE FLORES	37,161	9
7151-37	JOHN F. SAN NICOLAS	2,023	.5
7151-38	JOAQUIN ROQUE CHARGUALAF	4,047	1
7151-39	JOHN HENRY GUTIERREZ PEREDO	2,023	.5
7151-41	JAIME SALAS SANTOS	4,047	1
7151-43	MICHAEL GERARD CRUZ	4,047	1
7151-45	GARY MATANANE FLORES	12,157	3
7151-50	MERITZA MAE MANIBUSAN	4,046	1
7151-51	VICTORIA PABLO BAUTISTA	2,000	.5
7151-54	JESUS CASTRO MUNOZ	8,094	2
7151-58	BARBARA MUNOZ GUMATAOTAO	22,297	5.5
7151-59	IMA MANIBUSAN OLALIA	2,023	.5



NOTES:

1. WATER AND POWER ARE WITHIN THE SUBDIVISION.
2. SUBJECT LOT IS ZONED "A" (RURAL AGRICULTURAL)
3. SUBJECT LOT IS OUTSIDE THE GUAM WATER SOURCE RECHARGE AREA

AGRICULTURAL SUBDIVISION MASTER PLAN
OF
LOT 7151
MUNICIPALITY OF YIGO

SUBDIVISION MASTER PLAN NO. 2015- M13-12

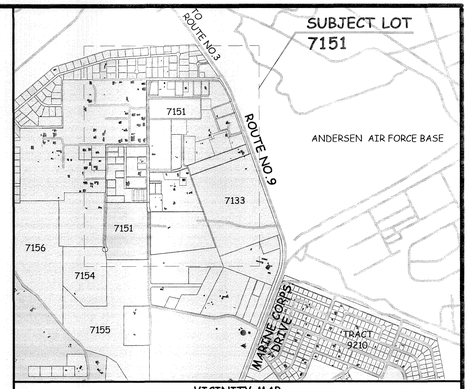
WE HEREBY AFFIX OUR SIGNATURE OF APPROVAL OF THIS AGRICULTURAL SUBDIVISION MASTER PLAN MAP AS PREPARED BY THE DEPARTMENT OF LAND MANAGEMENT PURSUANT TO GUAM LAND USE COMMISSION RESOLUTION NO. 2015-2.

Lawrence Rivera, Chairman Date
Guam Land Use Commission

David J. Mantanane, Chairman 7/17/15 Date
Chamorro Land Trust Commission

Recordation Block

Island of Guam, Government of Guam
Department of Land Management Office of the Recorder
File for Record is Instrument No. 880860
On the Year 15 Month 07 Day 23 Time 1:52
Recording Fee DE-OFFICIO Receipt No. ____
Deputy Recorder Jane Yamasaki
JANE T. YAMASAKI



VICINITY MAP
NOT TO SCALE

SPECIAL NOTES:

1. THIS PLAT WAS PREPARED FOR THE USE OF THE DEPARTMENT OF LAND MANAGEMENT, CHAMORRO LAND TRUST COMMISSION AND THE DEPARTMENT OF REVENUE AND TAXATION.
2. THIS SUBDIVISION WAS PREPARED FROM RECORD DATA SOLELY, NO SURVEY FIELD WORK WAS UNDERTAKEN TO PREPARE THIS PLAT.
3. THIS PLAT IS TO BE USED FOR PLANNING AND REAL PROPERTY ASSESSMENT PER SECTION 75108 FOR LOCATION PURPOSES ONLY, BUT IS NOT SURVEY ACCURATE

   SECTION 75108 CONDITION IN LEASES:
   (f) THE LESSEE SHALL PAY ALL TAXES ASSESSED UPON THE TRACT AND IMPROVEMENTS THEREON.
4. PROPERTY DATA, INCLUDING LOT NUMBERS AND CONFIGURATIONS ARE SUBJECT TO CHANGES OR REVISIONS UPON DETERMINATION OF TOPOGRAPHIC AND NATURAL OR MANMADE CONSTRAINTS.
5. THIS PLAT WAS PREPARED PURSUANT TO TITLE 21, GUAM CODE ANNOTATED, CHAPTER 75 CHAMORRO LAND TRUST COMMISSION SECTION 75103(d) AND (e).
   (d) THE COMMISSION IS AUTHORIZED TO CARRY ON ANY ACTIVITIES IT DEEMS NECESSARY TO ASSIST LESSEES IN OBTAINING MAXIMUM UTILIZATION OF LEASED LANDS, INCLUDING ANY STEPS NECESSARY TO DEVELOP THESE LANDS FOR THEIR HIGHEST AND BEST USE COMMENSURATE WITH THE PURPOSE FOR WHICH THE LAND IS BEING LEASED AS PROVIDED FOR IN SECTION 75107AND ASSISTING LESSEES IN ALL PHASES OF FARMING AND RANCHING OPERATIONS AND THE MARKETING OF THEIR AGRICULTURAL PRODUCE AND LIVESTOCK.
   (e) THE COMMISSION MAY DESIGNATE AND PLAN SUBDIVISIONS IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 62 OF THIS TITLE 21 GCA, ON AVAILABLE LANDS IN, ADJACENT TO, OR NEAR ANY VILLAGE.

REFERENCE:

1. DWG. NO. I4-80T124, LM. NO. 337 FY80, LAND REGISTRATION SURVEY MAP OF LOT 7151 & 7133 PREPARED BY DEPARTMENT OF LAND MANAGEMENT, DOC. NO. 328877.

REVIEWED BY:
LAND ADMINISTRATOR
MARGARITA V. BORJA
LAND MANAGEMENT ADMINISTRATOR
7-17-15 DATE

GUAM CHIEF PLANNER
MARVIN Q. AGUILAR
GUAM CHIEF PLANNER
7-17-15 DATE

CHIEF OF CADASTRE/GUAM CHIEF SURVEYOR
PAUL L. SANTOS
PROFESSIONAL LAND SURVEYOR NO. 68
7-17-15 DATE

KUMISION INANGOKKON TANO' CHAMORU
CHAMORRO LAND TRUST COMMISSION

AGRICULTURAL SUBDIVISION MASTER PLAN
OF
LOT 7151

LAND SQUARE 6 — MUNICIPALITY OF YIGO — SECTION 3

SURVEY DATA			BASIC LOT DATA	
JOB NO.2213-11-14	DATE		LOT	7151
COMPUTED BY	SURVEY	OCT.-DEC. '14	CERTIFICATE OF TITLE NO.	76422
DRAWN BY	SURVEY	JAN.-MAR.'15	REGISTERED ON:	03-19-85
RESEARCHED BY	SURVEY	OCT.-DEC. '14	ESTATE NO.	61395
FIELD BY	-N/A-	-N/A-	IN THE NAME OF :	
REVIEWED BY	PLS	APRIL, 2015		GOVERNMENT OF GUAM
SCALE IS IN METRIC SYSTEM AS SHOWN				
SHEET 1 OF 1				
DWG. NO. 2213-11-14				
GRID: A7				

GOVERNMENT OF GUAM
GUBETNAMENTON GUÅHAN
DEPARTMENT OF LAND MANAGEMENT
DIPÅTTAMENTON MINANEHAN TÅNO'
LAND SURVEY DIVISION
DIBISION AGRAMENSIAN TÅNO'

CHamoru Land Trust Commission
Land Agent Staff Report

MARIA MANIBUSAN BENAVENTE
Agriculture Applicant

I. MATTER(S): Ms. Maria Manibusan Benavente is requesting an Agriculture Lease Agreement within a Portion of Lot 7151-R60 Yigo for one-half (1/2) acre property

II. LEGAL REFERENCE(S): Based on Public Law 37-132, (b) Persons presently holding land use permits and who qualify under §6A106 will hereby maintain their home or farms, adhering to all other requirements of the Act and these rules and regulations. (c) The Commission shall award leases to those who qualify under Subsection (b) of this Section and §6A106, regardless of the date and time of application.

III. FACTS

1) Original Applicant: Maria Manibusan Benavente
2) Original Applicant's Date and Time: May 26, 2005, at 11:31 AM
3) Applicant's Application Number: 006274
4) Original Application Type: Agriculture
5) Lease Approved by CLTC Board of Commissioners: N/A
6) Lot Description on Lease Agreement: N/A
7) Lot Size: N/A
8) Master Plan Identification: Portion of Lot 7151-R60, municipality of Yigo
9) Survey Map: N/A
10) Priority: N/A
11) Preoccupier: Yes
12) Land Use Permit (LUP): No
13) Mayor's Certification: Yes; residing on Lot 7151 since May 1994
14) Recorded Lease: N/A
15) Unrecorded Lease: N/A
16) Lease Fee Paid: N/A
17) Is this a Registered Property: Yes
18) Residing on Private Property: No
19) Residing on Guam Ancestral Lands Property: No
20) Part of 2018 Ratified Listing: No
21) Part of Null and Void Listing: No
22) Part of 1995 Listing: No
23) Part of OPA Audit Listing: No

IV. CHRONOLOGY

1) May 26, 2005 – Submission of CLTC Agriculture Application under Maria Manibusan Benavente, Application No. 006274
2) June 21, 2005 – Yigo Mayor's Verification of Residency since 1994 submitted under Maria Manibusan Benavente
3) July 6, 2005 – Approval of application for telephone, water and power services for a portion of Lot 7151, Yigo issued to Maria Manibusan Benavente

4) May 28, 2021 – CLTC Agriculture Inspection conducted within the 7151-R60 parcel. Ms. Benavente has long-standing vegetables and fruits on the property.
5) April 16, 2025 – Verification of Eligibility Letter sent to Ms. Benavente in regards to her qualifications under 75A (PL35-112)
6) August 18, 2025 – Submission of updated Yigo Mayor's Certification under Mayor Frances S. Lizama, having been a resident of Lot 7151, Yigo, since May 1994

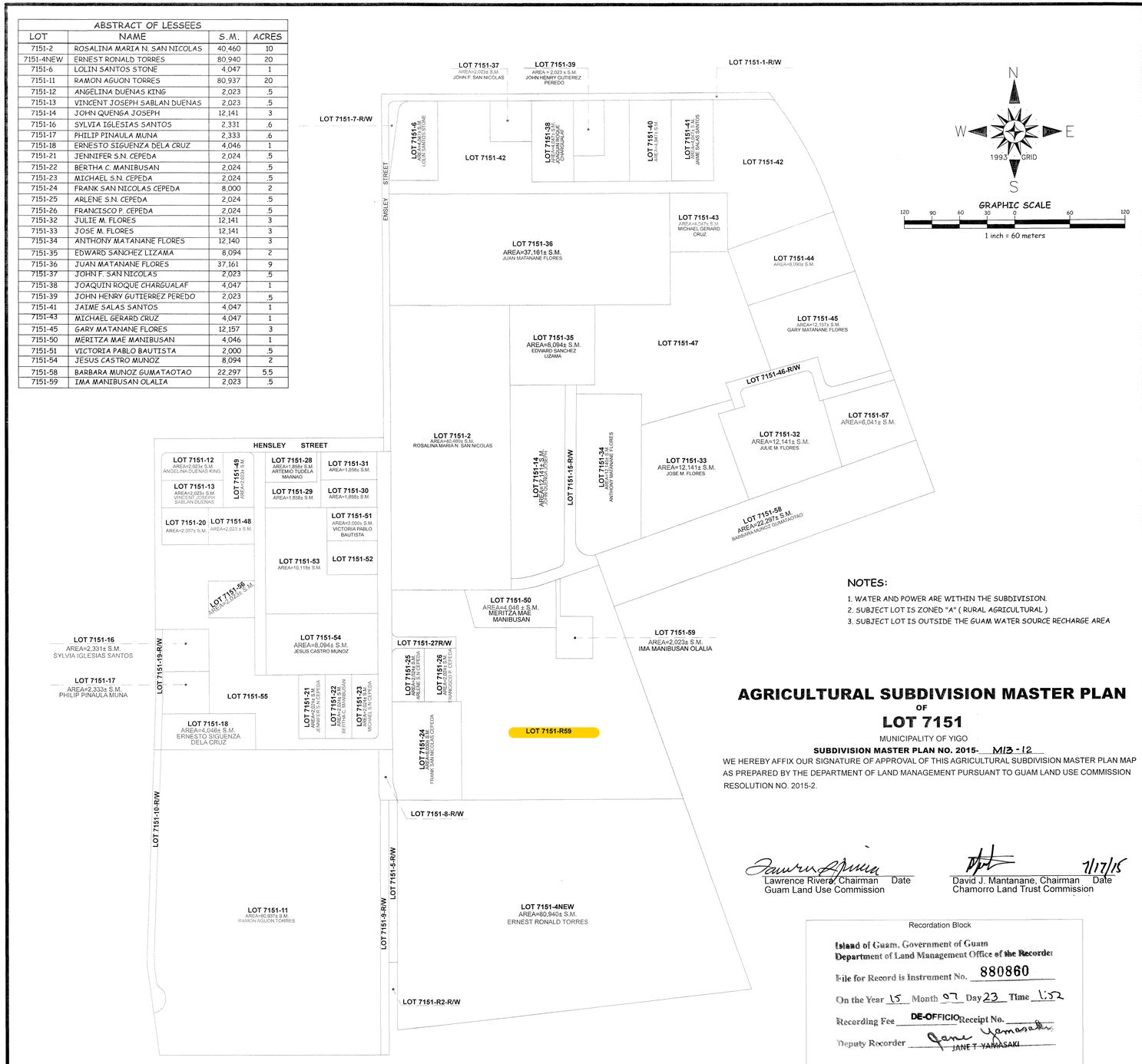
V. SUMMARY

Ms. Maria Manibusan Benavente is seeking an Agricultural Lease Agreement for a ½ acre portion of Lot 7151-R60 in Yigo.

VI. GUIDANCE

Ms. Benavente is fully qualified under the 75A eligibility requirements based on PL35-112 and PL37-132, which prioritize leases for landless and bona fide farmers. This qualification is strongly supported by her family's generational history of farming the property, including her father being the original Land Use Permit (LUP) holder, and her personal residency on the lot since 1994.

ABSTRACT OF LESSEES			
LOT	NAME	S.M.	ACRES
7151-2	ROSALINA MARIA N. SAN NICOLAS	40,460	10
7151-4NEW	ERNEST RONALD TORRES	80,940	20
7151-6	LOLIN SANTOS STONE	4,047	1
7151-11	RAMON AGUON TORRES	80,937	20
7151-12	ANGELINA DUENAS KING	2,023	.5
7151-13	VINCENT JOSEPH SABLAN DUENAS	2,023	.5
7151-14	JOHN QUENGA JOSEPH	12,141	3
7151-16	SYLVIA IGLESIAS SANTOS	2,331	.6
7151-17	PHILIP PINAULA MUNA	2,333	.6
7151-18	ERNESTO SIGUENZA DELA CRUZ	4,046	1
7151-21	JENNIFER S.N. CEPEDA	2,024	.5
7151-22	BERTHA C. MANIBUSAN	2,024	.5
7151-23	MICHAEL S.N. CEPEDA	2,024	.5
7151-24	FRANK SAN NICOLAS CEPEDA	8,000	2
7151-25	ARLENE S.N. CEPEDA	2,024	.5
7151-26	FRANCISCO P. CEPEDA	2,024	.5
7151-32	JULIE M. FLORES	12,141	3
7151-33	JOSE M. FLORES	12,141	3
7151-34	ANTHONY MATANANE FLORES	12,140	3
7151-35	EDWARD SANCHEZ LIZAMA	8,094	2
7151-36	JUAN MATANANE FLORES	37,161	9
7151-37	JOHN F. SAN NICOLAS	2,023	.5
7151-38	JOAQUIN ROQUE CHARGUALAF	4,047	1
7151-39	JOHN HENRY GUTIERREZ PEREDO	2,023	.5
7151-41	JAIME SALAS SANTOS	4,047	1
7151-43	MICHAEL GERARD CRUZ	4,047	1
7151-45	GARY MATANANE FLORES	12,157	3
7151-50	MERITZA MAE MANIBUSAN	4,046	1
7151-51	VICTORIA PABLO BAUTISTA	2,000	.5
7151-54	JESUS CASTRO MUNOZ	8,094	2
7151-58	BARBARA MUNOZ GUMATAOTAO	22,297	5.5
7151-59	IMA MANIBUSAN OLALIA	2,023	.5



NOTES:

1. WATER AND POWER ARE WITHIN THE SUBDIVISION.
2. SUBJECT LOT IS ZONED "A" (RURAL AGRICULTURAL)
3. SUBJECT LOT IS OUTSIDE THE GUAM WATER SOURCE RECHARGE AREA

AGRICULTURAL SUBDIVISION MASTER PLAN
OF
LOT 7151
MUNICIPALITY OF YIGO

SUBDIVISION MASTER PLAN NO. 2015- M13-12

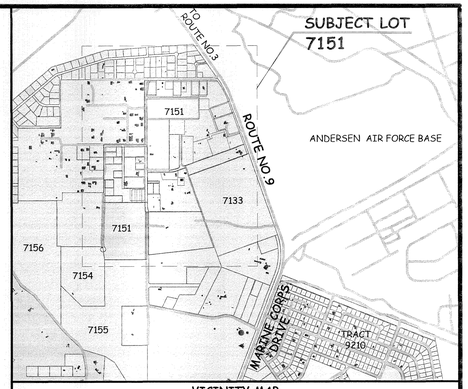
WE HEREBY AFFIX OUR SIGNATURE OF APPROVAL OF THIS AGRICULTURAL SUBDIVISION MASTER PLAN MAP AS PREPARED BY THE DEPARTMENT OF LAND MANAGEMENT PURSUANT TO GUAM LAND USE COMMISSION RESOLUTION NO. 2015-2.

Lawrence Rivera, Chairman Date
Guam Land Use Commission

David J. Mantanane, Chairman 7/17/15 Date
Chamorro Land Trust Commission

Recordation Block

Island of Guam, Government of Guam
Department of Land Management Office of the Recorder
File for Record is Instrument No. 880860
On the Year 15 Month 07 Day 23 Time 1:52
Recording Fee DE-OFFICIO Receipt No. ____
Deputy Recorder Jane Yamasaki
JANE T. YAMASAKI



VICINITY MAP
NOT TO SCALE

SPECIAL NOTES:

1. THIS PLAT WAS PREPARED FOR THE USE OF THE DEPARTMENT OF LAND MANAGEMENT, CHAMORRO LAND TRUST COMMISSION AND THE DEPARTMENT OF REVENUE AND TAXATION.
2. THIS SUBDIVISION WAS PREPARED FROM RECORD DATA SOLELY, NO SURVEY FIELD WORK WAS UNDERTAKEN TO PREPARE THIS PLAT.
3. THIS PLAT IS TO BE USED FOR PLANNING AND REAL PROPERTY ASSESSMENT PER SECTION 75108 FOR LOCATION PURPOSES ONLY, BUT IS NOT SURVEY ACCURATE

   SECTION 75108 CONDITION IN LEASES:
   (f) THE LESSEE SHALL PAY ALL TAXES ASSESSED UPON THE TRACT AND IMPROVEMENTS THEREON.
4. PROPERTY DATA, INCLUDING LOT NUMBERS AND CONFIGURATIONS ARE SUBJECT TO CHANGES OR REVISIONS UPON DETERMINATION OF TOPOGRAPHIC AND NATURAL OR MANMADE CONSTRAINTS.
5. THIS PLAT WAS PREPARED PURSUANT TO TITLE 21, GUAM CODE ANNOTATED, CHAPTER 75 CHAMORRO LAND TRUST COMMISSION SECTION 75103(d) AND (e).
   (d) THE COMMISSION IS AUTHORIZED TO CARRY ON ANY ACTIVITIES IT DEEMS NECESSARY TO ASSIST LESSEES IN OBTAINING MAXIMUM UTILIZATION OF LEASED LANDS, INCLUDING ANY STEPS NECESSARY TO DEVELOP THESE LANDS FOR THEIR HIGHEST AND BEST USE COMMENSURATE WITH THE PURPOSE FOR WHICH THE LAND IS BEING LEASED AS PROVIDED FOR IN SECTION 75107AND ASSISTING LESSEES IN ALL PHASES OF FARMING AND RANCHING OPERATIONS AND THE MARKETING OF THEIR AGRICULTURAL PRODUCE AND LIVESTOCK.
   (e) THE COMMISSION MAY DESIGNATE AND PLAN SUBDIVISIONS IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 62 OF THIS TITLE 21 GCA, ON AVAILABLE LANDS IN, ADJACENT TO, OR NEAR ANY VILLAGE.

REFERENCE:

1. DWG. NO. I4-80T124, LM. NO. 337 FY80, LAND REGISTRATION SURVEY MAP OF LOT 7151 & 7133 PREPARED BY DEPARTMENT OF LAND MANAGEMENT, DOC. NO. 328877.

REVIEWED BY:
LAND ADMINISTRATOR
MARGARITA V. BORJA
LAND MANAGEMENT ADMINISTRATOR
7-17-15 DATE

GUAM CHIEF PLANNER
MARVIN Q. AGUILAR
GUAM CHIEF PLANNER
7-17-15 DATE

CHIEF OF CADASTRE/GUAM CHIEF SURVEYOR
PAUL L. SANTOS
PROFESSIONAL LAND SURVEYOR NO. 68
7-17-15 DATE

KUMISION INANGOKKON TANO' CHAMORU
CHAMORRO LAND TRUST COMMISSION

AGRICULTURAL SUBDIVISION MASTER PLAN
OF
LOT 7151

LAND SQUARE 6 MUNICIPALITY OF YIGO SECTION 3

SURVEY DATA			BASIC LOT DATA	
JOB NO.2213-11-14	DATE		LOT	7151
COMPUTED BY	SURVEY	OCT.-DEC. '14	CERTIFICATE OF TITLE NO.	76422
DRAWN BY	SURVEY	JAN.-MAR. '15	REGISTERED ON:	03-19-85
RESEARCHED BY	SURVEY	OCT.-DEC. '14	ESTATE NO.	61395
FIELD BY	-N/A-	-N/A-	IN THE NAME OF :	
REVIEWED BY	PLS	APRIL, 2015		GOVERNMENT OF GUAM
SCALE IS IN METRIC SYSTEM AS SHOWN				
SHEET 1 OF 1				
DWG. NO. 2213-11-14				
GRID: A7				

GOVERNMENT OF GUAM
GUBETNAMENTON GUÅHAN
DEPARTMENT OF LAND MANAGEMENT
DIPÅTTAMENTON MINANEHAN TÅNO'
LAND SURVEY DIVISION
DIBISION AGRAMENSIAN TÅNO'

CHamoru Land Trust Commission
Land Agent Staff Report

EDWARD BLAS SAN NICOLAS AND ELIRIA S. SAN NICOLAS (dec)
Agriculture Lessees

I. REQUEST(S): Kathrina S.N. Reyes is requesting to be the named successor to Edward Blas San Nicolas and Eliria S. San Nicolas' (both deceased), Agriculture Lease on Lot 10126-26, Dededo containing an area of 25,661± sqm.

II. MATTER(S):

1) Per 75A108(b) The lessee shall pay a rental of One Dollar ($1.00) a year for the tract, and the lease shall be for a term of ninety-nine (99) years. Payment for the full term of the lease shall be paid, in full, within one (1) year from the effective date of the lease.
2) Per 18 GAR, Chapter 6A, §6A119. Leases to Eligible Beneficiaries: Agricultural Tract Leases.
(a) Whenever agricultural tracts are available, the Commission shall award agricultural tract leases to applicants who, in the opinion of the Commission, are qualified to perform the conditions of such leases. The Commission's opinion as to the applicant's qualification shall be based on criteria specified in the Act.
3) Per 21 GCA, Chapter 75A, §75A107(a). Leases to Eligible Beneficiaries, Licenses.
The Commission is authorized to lease to eligible beneficiaries the right to the use and occupancy of a tract or tracts of Chamorro Land Trust Property within the following acreage limits per each lessee: (1) not less than one quarter (0.25) acre, nor more than one half (0.50) acre for subsistence agricultural or aquaculture farming.
4) Per 21 GCA, Chapter 60, §60112, Ms. Reyes is required to obtain legislative approval for the 25,661± square meters for which she is requesting.

III. FACTS

1) Original Applicant: Edward Blas San Nicolas
2) Original Applicant's Date and Time: December 6, 1996 at 9:42AM
3) Applicant's Application Number: 0001409
4) Original Application Type: Agriculture
5) Takeover Applicant: Eliria S. San Nicolas
6) Lease Approved by CLTC Board of Commissioners: Yes
7) Lot Description on Lease Agreement: Lot 10120-26 Dededo
8) Lot Size: 25,661± sqm
9) Master Plan Identification: Lot 10120-26 Dededo; Map Doc. No. 880839
10) Survey Map: 078FY2008
11) Priority: N/A
12) Preoccupier: No
13) Land Use Permit (LUP): No
14) Mayor's Certification: N/A
15) Recorded Lease: Ins. No. 835549
16) Unrecorded Lease: N/A
17) Lease Fee Paid: $50.00; balance as of 12/03/2025 is $49.00
18) Is this a Registered Property: Yes
19) Residing on Private Property: No
20) Residing on Guam Ancestral Lands Property: No

21) Part of 2018 Ratified Listing: Yes
22) Part of Null and Void Listing: No
23) Part of 1995 Listing: No
24) Part of OPA Audit Listing: No

IV. CHRONOLOGY

1) May 29, 2007 – Agriculture interview conducted with Edward Blas San Nicolas by CLTC
2) May 29, 2007 – A request to process survey authorization and NOIA on Lot 10120-R21 DE for not more than five (5) acres requested by J. Aguon for further processing
3) May 30, 2007 – Survey Authorization issued for not more than five (5) acres on a portion of Lot 10120-R21 Dededo. Signed by AD J.M. Borja.
4) May 30, 2007 – Approval of application for power, water, telephone, building and clearing permits issued to Edward Blas San Nicolas on a portion of Lot 10120-R21 Dededo. Signed by AD J.M. Borja.
5) July 9, 2007 – Survey contract and sketch between Edward Blas San Nicolas and Meliton S. Santos & Associates, Inc. submitted to CLTC for review
6) March 15, 2012 – Request to change application type from Residential to Agriculture submitted by Edward Blas San Nicolas. Approved by AD M. Mafnas.
7) April 19, 2012 – Payment of $50.00 towards Land Lease fee under Edward Blas San Nicolas submitted to CTLC
8) June 19, 2013 – Landowner Concurrence Letter submitted by Edward Blas San Nicolas in regards to EQIP program on Lot 10120-26 DE
9) March 1, 2016 – Submission of request from Eliria S. San Nicolas to take over husband's farm business in Dededo on Lot 10120-26; death certificate of Edward Blas San Nicolas submitted for record.
10) March 3, 2016 – Eliria S. San Nicolas completed the Agriculture Interview with CLTC
11) March 4, 2016 – Takeover application submitted by Eliria S. San Nicolas
12) April 26, 2016 – Land Agent D. Duenas requested to change file name from Edward Blas San Nicolas to Eliria S. San Nicolas
13) May 6, 2016 – T. Topasna updated file based on request from Land Agent D. Duenas and changed the file name to "Eliria S. San Nicolas"
14) March 13, 2020 – Land Agents J. Casem and L. Nededog conducted a site inspection on property in lieu of Ms. San Nicolas trying to apply for grants regarding their farm activitie
15) July 25, 2022 – Submittance of Landowner Concurrence Form to Install Structural or Vegetative Activities under applicants Eliria S. San Nicolas/Kathrina Reyes under USDA NRCS
16) July 16, 2024 – Kathrina Reyes submitted the death certificate of her mother Eliria S. San Nicolas for file
17) October 1, 2024 – Bona-fide Farmer Certification under Kathrina Reyes submitted to CLTC for file
18) January 30, 2025 – Qualifications approved under 75A for Kathrina Reyes; approved by AAD J. Cruz

19) August 8, 2025 – Land Agents E. Chargualaf and J. Casem conducted a compliance inspection within Lot 10120-26DE. Land agents met with Ms. Kathrina to do the farm walk through to identify the utilization of the property
20) August 15, 2025 – Ms. Kathrina submitted her tax receipts for the property
21) December 9, 2025 – Submission of farm plan for Lot 10120-26DE from Ms. Kathrina

V. SUMMARY

Kathrina S.N. Reyes, daughter of the deceased **Edward Blas San Nicolas and Eliria S. San Nicolas**. Ms. Reyes was named successor by her mother under 21 GCA, Chapter 75. She is deemed qualified under 21 GCA, Chapter 75A and has been approved as an eligible successor of the CLTC program. She is now seeking to attain the 6-acres originally leased to her parents with conditions.

A CLTC site inspection on August 12, 2025, confirmed that Ms. Reyes is farming two-thirds of her property, demonstrating compliance with PL37-131. She is also a long-standing registered bonafide farmer with the Department of Agriculture and has completed the Core Training through GEPA.

Ms. Reyes is seeking the board's consideration to be recognized as the successor and lessee to the Agriculture Lease Agreement of Edward Blas San Nicolas and Eliria S. San Nicolas for Lot 10120-26 in Dededo (25,661± square meters), recorded under Instrument No. 835549 and 08FY2008 at the Department of Land Management with conditions, pending the legislative approval.

Edward B. and Eliria San Nicolas = Lessees (deceased, 11/15/2015 and 6/10/2023)

Kathrina S.N Reyes – Beneficiary (Daughter)

KIND OF FARM OPERATION

The decision to discontinue the production of short-term crops to transition toward establishing long-term fruit tree orchards was difficult because my father farmed primarily cucumbers and was known as the cucumber farmer. Due to COVID, I reduced the cucumber production and added crops like eggplant, bitter melon, and long beans to diversify and keep the farm running. Lately, these crops have shown inconsistent yields and fluctuating market prices making it less reliable for long-term planning. While short-term crops provide quick harvest, they require continuous replanting and significant recurring costs. More importantly, hiring farm labor has been a challenge because farm work is physically demanding, dirty, and perceived as unpleasant. These are among other causes of labor shortage and a rise in farm labor costs.

In contrast, fruit trees offer greater long-term stability and economic potential. Once established, they can produce consistent yields for many years with lower labor annual requirements compared to short-term crops. Additionally, fruit trees support better soil health, contribute to long-term land sustainability, and align with a strategic goal of creating a more resilient and profitable farming system.

Shifting resources such as land, labor, and capital toward fruit tree production will allow a stronger, more sustainable agricultural operation that delivers long-term value. Although short-term crops have previously supported production cycle, transitioning to fruit trees represents the best pathway for growth, efficiency, and future stability.

EXPECTED MARKETS

The marketing strategy will focus on two key market segments:

1. The primary market includes the local community, such as grocery stores, convenient pop and mom stores, restaurants, cafés, hotels, value-added producers, farmers' markets, and school feeding programs.

2. The secondary Market would be the tourist vendors. Tourist vendors provide opportunities to expand sales, especially during peak visitor seasons. By supplying

fresh locally grown fruit products to vendors catering to tourists, I can tap into a market that values unique locally sourced produce. And by partnering with tourism businesses, it will boost the farm's presence in this sector.

MANAGEMENT

Overseeing the farm with a particular focus on shifting from cultivating short-term crops to establishing fruit trees for long-term growth involves similar management techniques but at reduced costs: soil and land management, water management, integrated pest control management, and labor cost management. These managements can also help improve productivity and strengthen long-term sustainability.

LABOR

Mechanized methods will be used wherever possible to cut labor costs. Cultivation, spraying, mowing, and transport will all be mechanized. Initial labor needs will be filled by part-time or on-demand workers.

START-UP CAPITAL/EQUIPMENT

To reduce upfront costs and support gradual orchard establishment with personal limited funds of $2,500. Small blocks of fruit tree seedlings/saplings of at least 50-100 will be planted and expand each year as income allows. This reduces upfront costs for mature trees. Existing equipment will be used instead of buying new.

$1,000 – Seedlings
$1,000 – Labor (as needed)
$300 – Fertilizer/compost
$200 – Irrigation materials

EQUIPMENT
Pickup truck = 1 each
Bush cutter = 1 each
Chainsaw = 1
Gorilla cart = 2
Shovels = 3
Picks = 1

Rakes = 4
Water tank =1

UTILITIES

Power and water

EFFECT UPON THE ENVIRONMENT

Fruit trees are beneficial to the environment. It helps prevent soil erosion, protects farmland, retains water, supports drought management, promotes biodiversity, mitigates climate change by storing carbon, and improves air quality by releasing oxygen.

DEVEOPMENT PLAN 3-5 Years

Field 1: Admin/processing Center/parking

Field 2:	Plan	Actual
Pineapple	60	50
Noni	30	1
Calamansi	30	15
Avocado	10	1
Bettlenut	10	10
Jackfruit	30	0
Moringa	50	0
Winged beans		5 rows

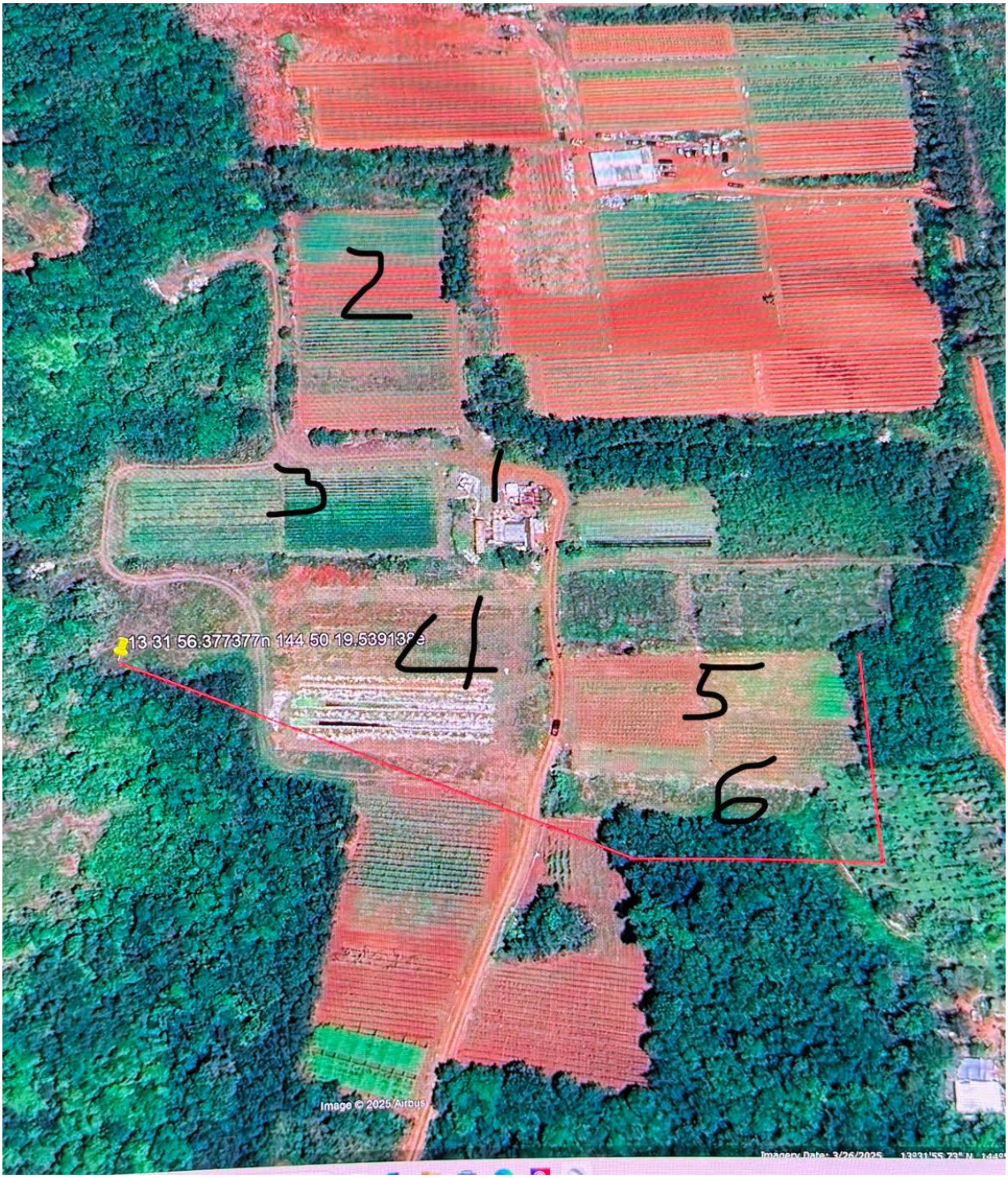
Field 3:		
Mango	60	26
Manila Banana	10	6
Dragon Fruit	10	10
Moringa	10	1
Myers Lemon	1	1
Avocado	10	2

Field 4:	Plan	Actual
Calamansi	100	99
Avocado	50	39
Coconuts	100	45
Mango trees	30	4
Lemon grass	20 clusters	0
Star apple	5	1
Breadfruit	10	3
Field 5:		
Sugar Cane	3 rows	3 rows
Sour Sop	10	4
Lemon grass	20 clusters	10
Eggplant		5 rows
Field 6:		
Breadfruit	20	0
Calamansi	30	10
Avocado	15	2
Mango	15	1

See map below

FARM LAYOUT

Map







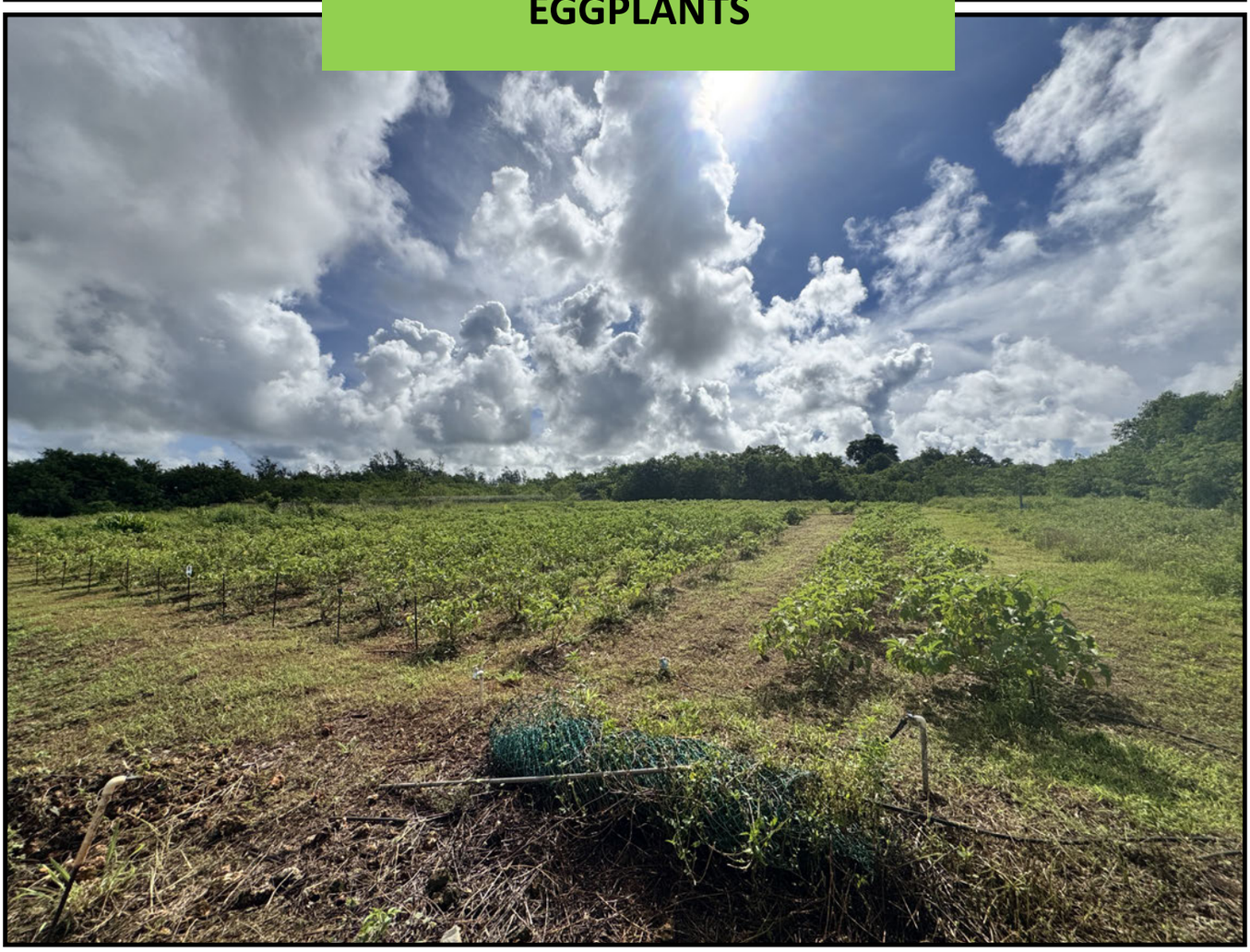








EGGPLANTS





















CHamoru Land Trust Commission
Land Agent Staff Report

JOHNNY C. PALOMO
AGRICULTURE APPLICATION

I. MATTER(S)

- **Johnny Carisao Palomo's request for Agriculture Lease Award for Lot 8 NEW, Block 02, Tract 9210 Land consisting of 1,910 Sq. M. (.50 Acre)**

II. LEGAL REFERENCE

- § 75A107. Leases to Eligible Beneficiaries, Licenses. (a) The Commission is authorized to lease to eligible beneficiaries the right to the use and occupancy of a tract or tracts of Chamorro Land Trust Property within the following acreage limits per each lessee:(1) not less than one quarter (0.25) acre, nor more than one half (0.50) acre for subsistence agricultural or aquaculture farming;
- MOTION FROM BOARD MEETING DATED JULY 17, 2025: B. Survey Completion without Board Ratification □ Lease for Surveyed and Registered Parcels - Acting LAS, G. Eay addressed the issue of applicants who completed surveys for their properties but were never issued leases, particularly for unregistered land. Casem clarified that leases can only be issued for parcels that are both surveyed and registered □ Motion to Approve Surveyed Properties - Commissioner Respicio made a motion to approve leases for parcels that have already been surveyed on parcels that are registered. Seconded by Commissioner Rojas. Chairwoman Bordallo called for a vote. Motion passes 4-0.

III. FACTS

1. Applicant's Date and Time: November 17, 1997 at 3:30 PM
2. Applicant's Application Number: #0004261
3. Application Type: Agriculture
4. Lot Description: Lot 8 NEW, Block 2, Tract 9210 Yigo
5. Survey Map: 153FY2004 by Meliton S. Santos, P.L.S No. 53
6. Priority: N/A
7. Preoccupier: YES
8. Land Use Permit (LUP): NO
9. Mayor's Certification: YES; Residency record since Mar. 26, 2024
10. Recorded Lease: N/A
11. Unrecorded Lease: N/A
12. Lease Fee Paid: N/A
13. Is this a Registered Property? YES
14. Residing on Private Property: NO
15. Residing on Guam Ancestral Lands Property: NO
16. Part of Null and Void Listing: NO
17. Part of 2018 Ratified Listing: NO
18. Part of 1995 Listing: NO
19. Part of OPA Audit Listing: NO

CHamoru Land Trust Commission
Land Agent Staff Report

20. Board-Approved Lease Award: N/A

IV. CHRONOLOGY

1) November 17, 1997 – David Gumataotao Palomo submitted his Agriculture application under #0004261.
2) December 4, 1998 – CLTC Agriculture Interview Report conducted with David G. Palomo
3) Mar. 29, 2004 – CLTC issued an Authorization to initiates Survey on Lot 7, Block 2, Tract 9210 (Phase-1) Yigo, one-half (.50) acre. Signed by AD F.D. Dungca.
4) May 6, 2004 – CLTC issued Mr. Palomo an approval of application for power, water, telephone service, building and clearing permits. Signed by AD F.D. Dungca.
5) July 18, 2014 – Mr. Palomo submitted his change of beneficiary form naming, Johnny Cariaso Palomo. Signed by D. Camacho for M.J.B. Borja.
6) June 28, 2023 – Qualification under 75A concluded with Johnny Cariaso Palomo naming him as a descendent to the ostensible land owner, Olimpia Gumataotao Palomo aka Olympia Gumataotao Palomo, Lot 2025-4 Dededo.
7) April 10, 2024 – Submission of Mayor's Verification of Residency under Johnny Cariaso Palomo stating his occupancy on Lot 7, Block 2, Tract 9210 Yigo.
8) November 7, 2024 – Successor Affidavit submitted by Johnny Cariaso Palomo in regards to the property under5 his father David Gumataotao Palomo (dec).
9) April 17, 2025 – Submission of Yigo Mayor's Certification indication that he has been a resident of Yigo since March 26, 2024 on Lot 7, Block 2, Tract 9210 (Phase – 1)
10) May 8, 2025 – Johnny Cariaso Palomo was approved by the Board to be named the successor to his fathers' David Gumataotao Palomo's Agriculture Application.
11) Dec 1, 2025 – Mr. Johnny Carisao Palomo completed the Agriculture Interview Sheet with Ms. Jessica and Myself.
12) Dec 09, 2025 – Mr. Johnny signed an NOIA for Lot 8NEW, Block 2, Tract 9210 Yigo

V. SUMMARY

We request the CLTC Board of Commissioners to award an Agriculture Lease to Mr. Johnny Carisao Palomo for Lot 8 NEW, Block 02, Tract 9210 in Yigo.

Mr. Palomo has been deemed eligible under Public Law 35-112 as the grandson of the ostensible landowner, Ms. Olimpia aka Olympia Gumataotao Palomo, of Lot 2025-4, Dededo. He has subsequently been approved as the successor to the Agriculture Application originally submitted by his father, Mr. David Gumataotao Palomo.

Lot 8 NEW, Block 02, Tract 9210 has been formally surveyed by the original applicant, Mr. David Gumataotao Palomo.

In reference to the July 17, 2025 Board meeting, a motion was approved to issue leases to parcels that are both surveyed and registered. Based on this established criterion, we respectfully request the issuance of an Agriculture Lease to Mr. Johnny Carisao Palomo for the previously mentioned parcel.

- **Discrepancy in Affidavit Location** - Acting Land Agent Supervisor G. Eay explained that Jessica Berisha's affidavit stated the property was in Palantak, but research showed the land taking was in "a gang yard". They highlighted that while Berisha could be eligible as a descendant of an occupier, the error in the municipality on her affidavit was a key issue. ALS Eay noted that the affidavit was signed under penalty of perjury, making corrections challenging without legal guidance.
- Jessica Berisha clarified that Roman Cabrera is her father, not her grandfather, and Jose Cepeda Cruz is her father's brother-in-law, who sponsored her father in 1958. She stated that she never claimed a land taking in Palantak and was unsure where the information about land in "Agana" came from. Berisha further explained that her family rented next to a Quinine Farm in Palantak, within walking distance from her uncle's land.
- **Discussion on Eligibility Criteria** - AAD Cruz affirmed that eligibility criteria include individuals who occupied, farmed, ranched, or resided on land taken by the federal government between 1890 and 1968. They confirmed that Jessica Berisha's father resided on the property and that the entire island was once under US government control, technically qualifying occupants. Despite the location discrepancy in the affidavit, Berisha's verbal testimony supported her qualification as an occupier. Commissioner Rojas questioned whether this discussion should be tabled and discussed with Attorney Miller.
- **Motion to Disqualify** - A motion was made to disqualify Jessica Berisha from being an eligible beneficiary due to discrepancies between her affidavit's stated location of land taking and the research findings. The motion was based on the belief that the sworn statement in the affidavit regarding land acquisition was incorrect. **Commissioner Respicio made a motion based on the discussion and the recommendation of our staff member, Mr. Eay, to disqualify Ms. Jessica Barisha from being an eligible beneficiary for the CLTC program based on her affidavit of eligibility item number three and the research that is presented to us. Seconded by Commissioner Rojas. Chairwoman Bordallo called for a vote. Motion passes 3-0. *Commissioner Garrido did not vote.***

(6) Leah Rojas - TABLED

B. Survey Completion without Board Ratification

- **Lease for Surveyed and Registered Parcels** - Acting LAS, G. Eay addressed the issue of applicants who completed surveys for their properties but were never issued leases, particularly for unregistered land. Casem clarified that leases can only be issued for parcels that are both surveyed and registered
- **Motion to Approve Surveyed Properties - Commissioner Respicio made a motion to approve leases for parcels that have already been surveyed on parcels that are registered. Seconded by Commissioner Rojas. Chairwoman Bordallo called for a vote. Motion passes 4-0.**

C. Lot 153-1, Yona – Request to Survey Easement – MEC, LLC

Dec. 08, 2025

I Johnny C. Palomo, is currently occupying Lot 8 New, Block 2, Tract 9210 Yigo. I intend to remain in the property I am currently occupying. I am not interested in being offered or moving to any other available properties at this time.

Johnny C. Palomo

State of Guam county of Tamuning

The foregoing instrument was acknowledged before me on this day of 8th day of December, 2025 by Johnny C. Palomo

Notary Public Signature

VANESSA E. CAMACHO
NOTARY PUBLIC
In and for the Territory of Guam, U.S.A.
My Commission Expires: JAN. 24, 2026
P.O. Box 6669 Tamuning, GU 96931

Doc. No. 38GL-26-2058.*

CHamoru Land Trust Commission
Land Agent Staff Report

JUAN Q. ACFALLE
RESIDENTIAL APPLICANT

I. MATTER:

Terminate Agriculture Lease for Lot 470-2-5, Santa Rita

II. LEGAL REFERNCES:

1. **Guam Code Annotated § 6A137. Successors to Lessees: Cancellation and surrender.**

(a) Upon receipt of written notification of a lessee's intent to surrender, the commission shall process the same. The commission may forego acceptance of a surrender until a new lessee is found and it is determined by the commission that sufficient funds are available in the Chamorro home loan fund to meet the payments required. At all times until acceptance of surrender, the lessee shall remain responsible for the demised leasehold together with any improvements thereon, and shall remain liable for all taxes, assessments and charges of whatever.

2. Public Law 37-74

"§ 75A109. Successors to Lessees and Applicants. (a) (1) Upon the death of the lessee or applicant, his interest in the tract or tracts and the improvements thereon, including growing crops (either on the tract or in any collective contract or program to which the lessee is a party by virtue of his interest in the tract or tracts), shall vest in the relatives of the decedent as provided in this paragraph. From the following relatives of the lessee or applicant, spouse, children, grandchildren, parents, grandparents, siblings, widows or widowers of the children or siblings, or nieces and nephews, the lessee or applicant shall designate the person or persons to whom he directs his interest in the tract or tracts to vest upon his death. Such person or persons must be qualified to be a lessee of Chamorro Land Trust Property; provided, that such person or persons need not be eighteen (18) years of age; provided, further, however, that, if the person designated by the lessee

III. FACTS

1. Applicant's Date and Time: January 24, 2006
2. Applicant's Application Number: 006426
3. Application Type: Agriculture
4. Lot Description: Lot 470-2-5, Santa Rita
5. Survey Map: Yes
6. Priority: 1
7. Preoccupier: Yes
8. Land Use Permit (LUP): Yes
9. Mayor's Certification: Yes
10. Recorded Lease: Yes
11. Unrecorded Lease:
12. Lease Fee Paid: Yes

13. Is this a Registered Property? Yes
14. Residing on Private Property: No
15. Residing on Guam Ancestral Lands Property: N/A
16. Part of Null and Void Listing: N/A
17. Part of 2018 Ratified Listing: Yes
18. Part of 1995 Listing: No
19. Part of OPA Audit Listing: N/A

IV. CHRONOLOGY

1. October 9, 2012: Mayor's Certification was submitted to CLTC.
2. August 21, 2014: Lessee was interviewed.
3. August 21, 2014: Site Inspection was conducted.
4. January 29, 2015: Agriculture lease was recorded with the DLM.
5. June 10, 2025: Site Inspection was conducted.
6. July 9, 2025: Letter of Notice to Remediate was sent out via mail.
7. October 31, 2025: Notarize Letter was received by CLTC to terminate the Lease of Juan Quinata Acfalle by his grandson Noah Jon Acfalle Tolentino Nguyen.

V. SUMMARY

Mr. Juan Q. Acfalle is a deceased Lessee. His grandson Noah Jon Acfalle Tolentino Nguyen was named as his Successor. Mr. Noah Jon Acfalle Tolentino would like to terminate the January 24, 2006 Lease and application rights which is stated on his letter that was received by CLTC on October 31, 2025.

VI. SUGGESTED ACTIONS:

Upon receipt of written notification of a lessee's intent to surrender, the commission shall process the same. The commission may forego acceptance of a surrender until a new lessee is found and it is determined by the commission that sufficient funds are available in the Chamorro home loan fund to meet the payments required. At all times until acceptance of surrender, the lessee shall remain responsible for the demised leasehold together with any improvements thereon, and shall remain liable for all taxes, assessments and charges of whatever

October 3, 2025
Noah J. Tolentino Nguyen
2114 Via Estancia, Chula Vista, CA 91913
+1 (310) 418-5729

I, Noah Jon Acfalle Tolentino Nguyen, the beneficiary of my late grandfather Juan Quinata Acfalle, would like to terminate his January 7, 2015 agricultural lease for Lot 470-2-5 in Santa Rita, Guam. I would also like to terminate the January 24, 2006 agricultural applications rights.

Name: Noah Jon Acfalle Tolentino Nguyen
Birthdate: December 24, 1998
Last four digits of SSN: 2147

Noah Nguyen

PLEASE SEE ATTACHED
CALIFORNIA ACKNOWLEDGEMENT

10/3/2025

RECEIVED
10/21/25

California All-Purpose Acknowledgement

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego

On Oct 3, 2025 before me, Froilan B. Diokno, Notary Public

personally appeared NOAH JON ACFALLE TOLENTINO NGUYEN

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

FROILAN B. DIOKNO
COMM. # 2465975
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
MY COMM. EXP. OCT. 9, 2027

(Seal)

ADDITIONAL OPTIONAL INFORMATION

Title or Type of Document: STATEMENT DATED 10/3/2025

Document Date: 10/3/2025 Number of Pages 1

CHamoru Land Trust Commission
Land Agent Staff Report

—

EUGENE S. N. FERNANDEZ
RESIDENTIAL APPLICANT

I. MATTER:

Terminate Residential Lease for Lot 05, Blk 01, Tract 9210 (Phase-1) Yigo

➢

II. LEGAL REFERNCES:

1. Guam Code Annotated § 6A137. Successors to Lessees: Cancellation and surrender.

(a) Upon receipt of written notification of a lessee's intent to surrender, the commission shall process the same. The commission may forego acceptance of a surrender until a new lessee is found and it is determined by the commission that sufficient funds are available in the Chamorro home loan fund to meet the payments required. At all times until acceptance of surrender, the lessee shall remain responsible for the demised leasehold together with any improvements thereon, and shall remain liable for all taxes, assessments and charges of whatever.

III. FACTS

1. Applicant's Date and Time: December 2, 1995 at 9:00 am.
2. Applicant's Application Number: 0000060
3. Application Type: Residential
4. Lot Description: Lot 05, Blk 01, Tract 9210 (Phase-1) Yigo
5. Survey Map: N/A
6. Priority: 1
7. Preoccupier: N/A
8. Land Use Permit (LUP): N/A
9. Mayor's Certification: N/A
10. Recorded Lease: No
11. Unrecorded Lease: Yes
12. Lease Fee Paid: No
13. Is this a Registered Property? Yes
14. Residing on Private Property: N/A
15. Residing on Guam Ancestral Lands Property: N/A
16. Part of Null and Void Listing: N/A
17. Part of 2018 Ratified Listing: Yes
18. Part of 1995 Listing: Yes
19. Part of OPA Audit Listing: N/A

CHamoru Land Trust Commission
Land Agent Staff Report

IV. CHRONOLOGY

1. January 9, 1997: Lessee was interviewed.
2. January 23, 1997: Lease was issued a Lease for Lot 05, Blk 01, Tract 9210 (Phase-1) Yigo.
3. May 6, 2025: A Certified Letter was sent out regarding Notice to Remediate.
4. August 13, 2025: Mr. Fernandez submitted Notarize Notice to Terminate Lease Award Voluntarily.

V. SUMMARY

Mr. Euguene S. N. Fernandez submitted a Notarize letter requesting to Terminate his Lease for Lot 05, Blk 01, Tract 9210 (Phase-1) Yigo. Notice to Terminate Lease Award Voluntarily is attached and dated August 3, 2025.

VI. SUGGESTED ACTIONS:

Upon receipt of written notification of a lessee's intent to surrender, the commission shall process the same. The commission may forego acceptance of a surrender until a new lessee is found and it is determined by the commission that sufficient funds are available in the Chamorro home loan fund to meet the payments required. At all times until acceptance of surrender, the lessee shall remain responsible for the demised leasehold together with any improvements thereon, and shall remain liable for all taxes, assessments and charges of whatever.

Notice to Terminate Lease Award Voluntarily

I, Eugene S.N. Fernandez (Lessee), whose address is Lot 5, Block 1 Tract 9210 phase-1 Yigo

I request that the CHamoru Land Trust Commission (CLTC) terminate my lease with CLTC due to my inability to comply with the lease terms at this time. I will waive any and all liabilities and will not pursue any claims against CLTC regarding the lease that I am requesting to Terminate.

Lessee

8/13/2025
Date

NOTICE TO LESSEE BY SIGNING THIS "NOTICE TO TERMINATE LEASE AWARD VOLUNTARILY," YOU ARE REQUESTING CLTC TO TERMINATE YOUR CLTC LAND LEASE IMMEDIATELY. SIGNING THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. WE URGE YOU TO CONSULT WITH AN ATTORNEY BEFORE SIGNING.

On this 13TH day of August, 2025, before me, the undersigned notary personally appeared Eugene SN Fernandez, known to me to be the person whose name is subscribed to the within the instrument and for its stated purpose.

In witness whereof, I have hereunto affixed my name and official seal.

Notary Public

My Commission Expires July 23, 2027

ANNAMAE CONCEPCION TAIJERON
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: July 23, 2027
285 Farenholt Ave Ste 303 Tamuning GU 96913

RECEIVED
8/13/25
10:56am

CHamoru Land Trust Commission
Land Agent Staff Report

ABRAHAM JOHN GUERRERO
AGRICULTURE LESSEE

I. MATTER(S)

1. Approve Abraham John Guerrero as an eligible beneficiary of the CHamoru Land Trust Commission based on an Affidavit of Eligibility; Occupied, Farmed, or Ranched.

II. LEGAL REFERENCE(S)

1. As per 21 GCA, Chapter 75A, §75A101.2. Verification of Eligible Beneficiaries. (b) Occupied, Farmed, or Ranched Land Acquired by the United States: (1) Persons shall be considered eligible beneficiaries if the United States acquired land on which they did not hold title or ownership, but that they nevertheless had either occupied, farmed, or ranched land for residential or agricultural purposes for at least one (1) year immediately prior to that land being acquired by the United States government between 1898 and 1968 or descendants of such person; except that if a person occupied, farmed, or ranched the land on or after December 8, 1941, and the land was acquired at any time after that date and up to 1950, the one (1) year tenure need not have occurred immediately before acquisition by the United States government. To be eligible under this provision, an applicant must sign a declaration or affidavit setting forth, in sufficient detail and under penalty of perjury, the following facts to the extent known or reasonably ascertainable by the applicant: (A) the location, by parcel number, address, legal description, or other legally-recognized identifier, of the land that was claimed to have been occupied, farmed, or ranched; (B) the name of the person or persons who occupied, farmed, or ranched the land; (C) the length of time the person(s) continuously occupied, farmed, or ranched the land; (D) the legal owner of the land and the relationship between the owner and the person who occupied, farmed, or ranched the land, including whether any compensation or rent was paid to the owner; (E) a description of the nature of the person's activity on the land, including whether the land was used for residential or agricultural purposes; (F) if the land was farmed or ranched, the type of activity being conducted on the land (such as the types of crops harvested or animals raised); and (G) whether the person improved the land in any way and the nature of such improvements. (2) The applicant shall be required to use his or her best efforts to obtain the information described above and to provide documentation demonstrating that he or she is the descendant of the person or persons who occupied, ranched, or farmed the land. Based upon review of the documentation, declarations, or affidavits, and any additional research the Commission conducts, the Commission shall determine whether the person is an eligible beneficiary. For purposes of this provision, a person shall be deemed to have "occupied" land if he or she maintained his or her primary residence on the land.

CHamoru Land Trust Commission
Land Agent Staff Report

III. FACTS

1. Original Applicant: Abraham John Guerrero
2. Applicant's Date and Time: December 4, 1995, 4:04 PM
3. Applicant's Application Number: 0001040
4. Application Type: Agriculture
5. Takeover Applicant's Date of Submission: N/A
6. Lot Description: Lot 22, Block 9, Tract 15312, Mangilao
7. Survey Map: None
8. Priority: N/A
9. Preoccupier: Yes, as stated on the application
10. Land Use Permit (LUP): None
11. Mayor's Certification: Mayor Nonito G. Blas, Municipality of Mangilao, no start date indicated on certification
12. Recorded Lease: Yes, Agriculture Lease Recorded under Ins. No. 942616
13. Unrecorded Lease: None
14. Lease Fee Paid: No
15. Is this a Registered Property? Yes
16. Residing on Private Property: No
17. Residing on Guam Ancestral Lands Property: No
18. Part of Null and Void Listing: No
19. Part of 2018 Ratified Listing: No
20. Part of 1995 Listing: No
21. Part of OPA Audit Listing: No
22. Board Approved Lease Award: Yes, March 21, 2019

IV. CHRONOLOGY

1. March 21, 2019: Board approved the lease award for Lot 22, Block 9, Tract 15312, Mangilao
2. December 6, 2019: Agriculture Lease agreement recorded with DLM under Ins. No. 942616
3. September 4, 2025: Inspection Report compiled by LA II E. Chargualaf and LA II J. Casem
4. November 10, 2025: Notice to Remediate letter signed by Acting AD J. Cruz Jr.

V. SUMMARY

Mr. Abraham John Guerrero is seeking to be an eligible beneficiary based on an Affidavit of Eligibility, signed under penalty of perjury, attesting that his great-grandmother, Vicenta Fausto Cruz, was occupying land that was acquired by the United States Government. The legal land owner is Vicenta Fausto Cruz's parents, as stated on the Affidavit of Eligibility.

VI. GUIDANCE

Based on Title 21, Chapter 75A, §75A101.2. Verification of Eligible Beneficiaries. Mr. Guerrero submitted an Affidavit of Eligibility and supporting documents demonstrating that he is the direct descendant of Vicenta Fausto Cruz, who occupied a property that she did not hold the title or ownership.

Kumision Inangokkon Tano' CHamoru
(CHamoru Land Trust Commission)
P.O. Box 2950 Hagåtña, Guåhan 96932 *Phone: 649-5263 ext. 815*

AFFIDAVIT FOR ELIGIBILITY
OCCUPIED, FARMED, OR RANCHED

Abraham J. Guerrero, being first duly sworn, deposes and says that:

1. The name of the individual seeking verification of eligibility is:
Abraham John Guerrero

2. The individual, or their descendant, occupied, farmed, or ranched land on Guam for residential or agricultural purposes for at least one (1) year immediately prior to that land being acquired by the United States government between 1898 and 1968. If that land was acquired between December 8, 1941 and January 1, 1950, the one (1) year tenure need not have occurred immediately prior to the acquisition by the United States government.

3. The land acquired by the United States government is identified as one of the following:

- ■ Parcel Number: M09 Lot 28
- ☐ Address: _____
- ☐ Legal Description: _____
- ☐ Other Identifier: _____

The date the land was acquired by the United States: April 19, 1940

4. The name of the person or persons who occupied, farmed, or ranched the land:
Vicenta Fausto Cruz aka Vicenta Cruz Feja

5. The length of time the person or persons listed above continuously occupied, farmed, or ranched the land: January 19, 1901 to April 19, 1940

6. The legal owner of the land: Ignacio M. Cruz and Nicolasa Fausto Cruz

7. The relationship between the legal owner of the land and the person or persons who occupied, farmed, or ranched the land: The land owners were the parents of Vicenta Cruz Feja

Kumision Inangokkon Tano' CHamoru
(CHamoru Land Trust Commission)
P.O. Box 2950 Hagåtña, Guåhan 96932 Phone: 649-5263 ext. 815

8. Compensation or rent, if any, that was paid by the person or persons who occupied, farmed, or ranched the land to the legal owner: There was no compensation or rent paid to the legal land owners.

9. Description of the nature of the person's or persons' activity on the land, including whether the land was used for residential or agricultural purposes:
The activity on the land was used for both residential and agricultural purposes.

10. The type of activity being conducted on the land, such as the types of crops harvested or animals raised: The type of activity was subsistence farming, cultivation of staple foods, such assweet potato, taro, yams. Rice was cultivated for family consumption. Harvesting of fruits like mangos and avacados.

11. If the person or persons improved the land, the nature of any improvements (if not applicable, list N/A): N/A

12. The undersigned makes these statements on behalf of themselves or as a representative of the applicant via a power of attorney.

Signature

2025 12 04
Date

Subscribed and sworn to before me this 4th day of December, 2025 by ABRAHAM JOHN GUERRERO.

NOTARIAL SEAL GUAM NATIONAL GUARD

NOTARY PUBLIC

RAMINA R. AQUINO, MSG, GUARNG
Paralegal
10 GCA, Section 63724.1
Indefinite



Bernard F. Watson
Commercial Lease

CHamoru Land Trust Commission
Land Agent Staff Report

BERNARD WATSON (DEC)
Commercial License

I. REQUEST(S): Terminate Commercial License on Lot 7159 Yigo, now known as Lot 7159-35 Yigo for 10-acres

II. MATTER(S): License has expired since June 30, 2011; no renewed license

III. CHRONOLOGY

1) June 28, 2006 – Bernard Watson met with the CLTC Board of Commissioners; a motion was made to approve 10-acres for commercial use.
2) July 1, 2006 – CLTC entered into a license agreement with Bernard Watson on a portion of Lot 7159, municipality of Yigo, Guam containing an area of ten (10) acres for a period not to exceed five (5) years, commencing July 1, 2006.
3) July 18, 2012 – A letter was issued to Mr. Watson from AD M. Mafnas in regards to an Extended License Agreement from July 18, 2012 to June 30, 2017.
4) October 6, 2015 – CLTC Staff J. Cruz, J. Acfalle, and J. Gumataotao conducted a site inspection on the commercial property. Honey production was stopped due to the difficulties the island was facing regarding honey production/pollination.
5) November 3, 2016 – CLTC Staff J. Aguon and J. Cruz conducted a site inspection within a portion of Lot 7159 Yigo. Based on this inspection, there is no evidence of honey production.
6) July 12, 2023 – Death Certificate of Bernard Watson submitted to the CLTC Office for record.
7) March 14, 2025 – CLTC Staff J. Cruz, G. Eay, P. Castro and D. Tan conducted a compliance inspection on Mr. Watson's commercial and agriculture property with Mr. Ken Perez (former employee of Mr. Watson).
8) July 30, 2025 – CLTC Land Agents E. Chargualaf and J. Casem conducted a site assessment on the commercial property. Pictures of the site inspection are in file for reference.

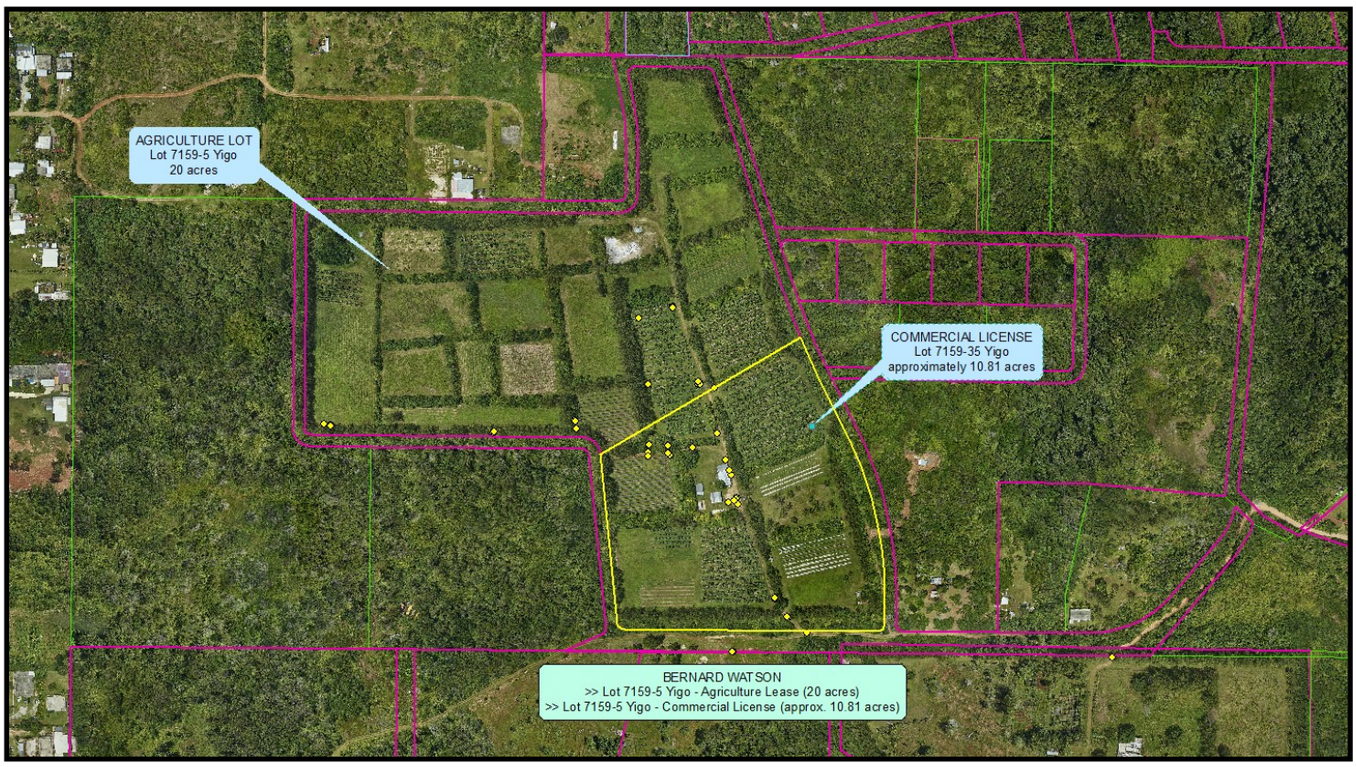
IV. SUMMARY

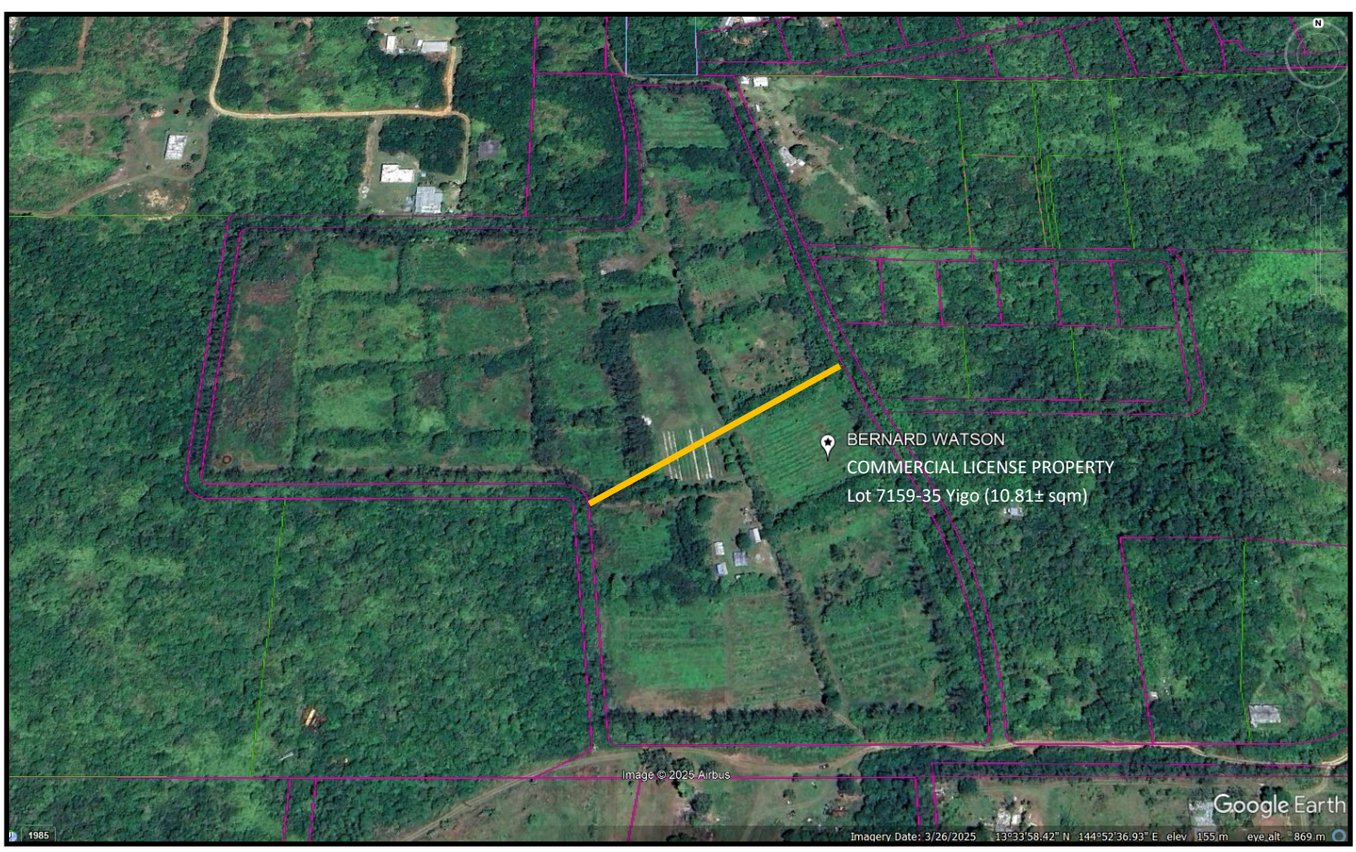
The review of Mr. Watson's commercial file reveals that his **license agreement has been expired for over a decade**. The only agreement on file is from 2006 and was set to expire in **2011**, with no renewed license established.

Key Findings

- **Expired License:** The active license for the property expired in **2011**.
- **Site Assessments:** Multiple site assessments by CLTC since 2011 noted a lack of commercial development.
    - A proposal for a **honey farm** was made following the 2015 and 2016 assessments but was never realized.
    - Any noted activity was primarily confined to the **agriculture lot**, not the commercial lot in question.
- **Current Status (July 30, 2025):** The latest assessment observed **no current activity** on Mr. Watson's lot, although **equipment and other items were left behind** on the property.

In short, Mr. Watson has been operating without a valid license since 2011, failed to act on his proposed honey farm, and the lot is currently inactive, though personal property remains on site.


AGRICULTURE LOT
Lot 7159-5 Yigo
20 acres
COMMERCIAL LICENSE
Lot 7159-35 Yigo
approximately 10.81 acres
BERNARD WATSON
>> Lot 7159-5 Yigo - Agriculture Lease (20 acres)
>> Lot 7159-5 Yigo - Commercial License (approx. 10.81 acres)


BERNARD WATSON
COMMERCIAL LICENSE PROPERTY
Lot 7159-35 Yigo (10.81± sqm)
Image © 2025 Airbus
Google Earth
Imagery Date: 3/26/2025 13°33'58.42" N 144°52'36.93" E elev 155 m eye alt 869 m



























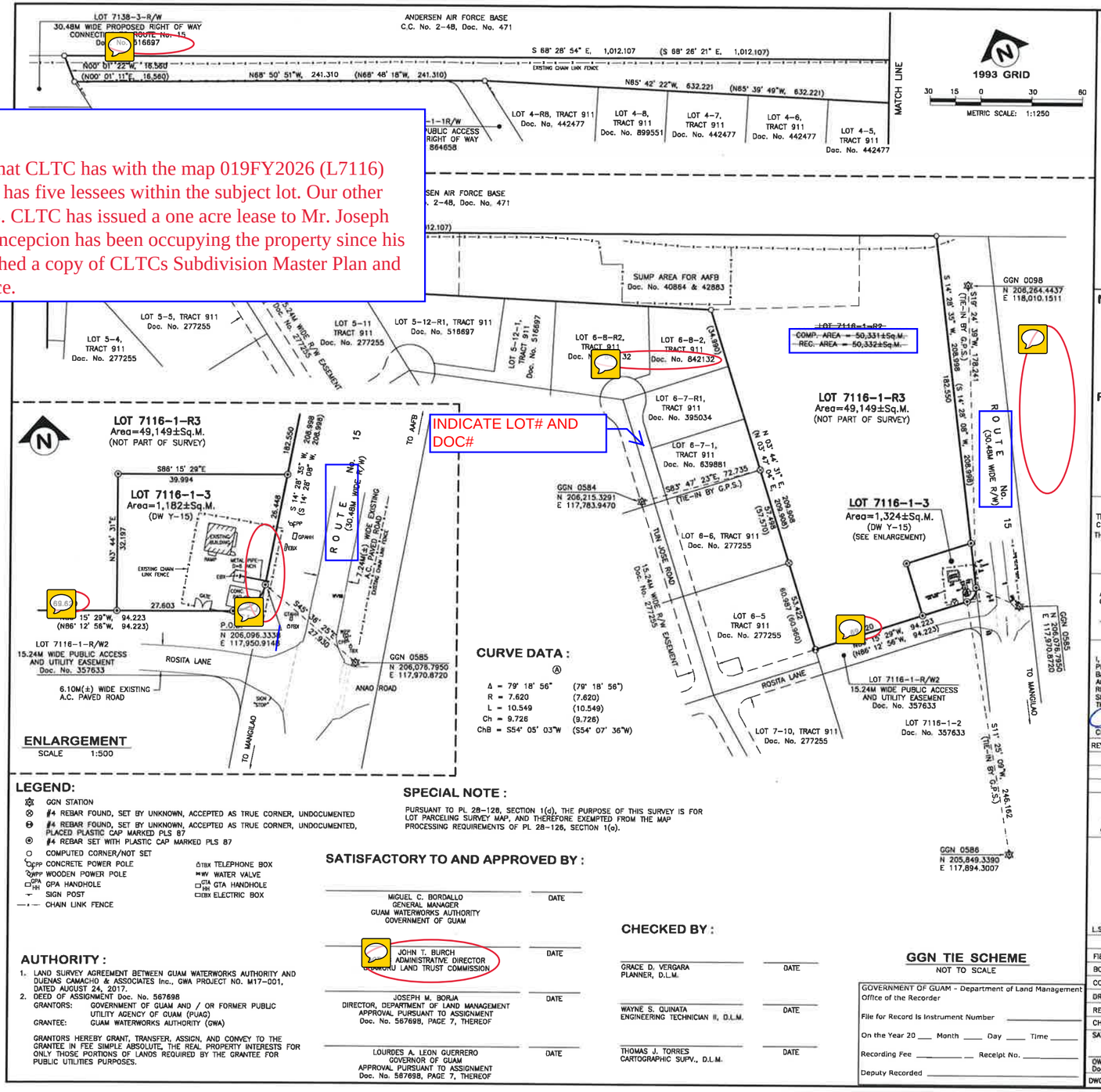




GWA Deep Well Y-15
(Portion of Lot 7116 YI)

NOTE: comment from CLTC

There are a couple of concerns that CLTC has with the map 019FY2026 (L7116) submitted by DCA. First, CLTC has five lessees within the subject lot. Our other concern is the area of Well Y-15. CLTC has issued a one acre lease to Mr. Joseph Concepcion. Please note Mr. Concepcion has been occupying the property since his issuance of an LUP. I have attached a copy of CLTCs Subdivision Master Plan and the LUP listing for your reference.



NOTES :

1. SURVEY WAS BASED ON FOUND CORNERS AS SHOWN.
2. ALL DISTANCES ARE IN METERS.
3. BEARINGS AND DISTANCES WITHIN THE PARENTHESES ARE RECORD DATA, ALL OTHERS ARE 1993 GRID.
4. SUBJECT LOT IS WITHIN THE NORTHERN WATER RECHARGE AREA.
5. SUBJECT LOT IS ZONED "A" AGRICULTURAL PER 1987 OFFICIAL ZONING MAP F367S42.
6. AS-BUILT SHOWN EXIST AS OF APPROVAL OF THIS MAP.

REFERENCES :

1. DWG No. 8474, PARCELING SURVEY MAP OF BASIC LOT 7116-1, PREPARED BY RLS No. 60, L.M. No. 277-FY84, Doc. No. 357633.

LEGEND:

- GGN STATION
- #4 REBAR FOUND, SET BY UNKNOWN, ACCEPTED AS TRUE CORNER, UNDOCUMENTED
- #4 REBAR FOUND, SET BY UNKNOWN, ACCEPTED AS TRUE CORNER, UNDOCUMENTED, PLACED PLASTIC CAP MARKED PLS 87
- #4 REBAR SET WITH PLASTIC CONCRETE CAP MARKED PLS 87
- COMPUTED CORNER/NOT SET
- CPP CONCRETE POWER POLE
- WPP WOODEN POWER POLE
- GPA HH GPA HANDHOLE
- SIGN POST
- CHAIN LINK FENCE
- TBX TELEPHONE BOX
- WV WATER VALVE
- GTA HH GTA HANDHOLE
- EBX ELECTRIC BOX

AUTHORITY :

1. LAND SURVEY AGREEMENT BETWEEN GUAM WATERWORKS AUTHORITY AND DUENAS CAMACHO & ASSOCIATES Inc., GWA PROJECT NO. M17-001, DATED AUGUST 24, 2017.
2. DEED OF ASSIGNMENT Doc. No. 567698
   GRANTORS: GOVERNMENT OF GUAM AND / OR FORMER PUBLIC UTILITY AGENCY OF GUAM (PUAG)
   GRANTEE: GUAM WATERWORKS AUTHORITY (GWA)

   GRANTORS HEREBY GRANT, TRANSFER, ASSIGN, AND CONVEY TO THE GRANTEE IN FEE SIMPLE ABSOLUTE, THE REAL PROPERTY INTERESTS FOR ONLY THOSE PORTIONS OF LANDS REQUIRED BY THE GRANTEE FOR PUBLIC UTILITIES PURPOSES.

SPECIAL NOTE :

PURSUANT TO PL 28-128, SECTION 1(d), THE PURPOSE OF THIS SURVEY IS FOR LOT PARCELING SURVEY MAP, AND THEREFORE EXEMPTED FROM THE MAP PROCESSING REQUIREMENTS OF PL 28-126, SECTION 1(a).

SATISFACTORY TO AND APPROVED BY :

MIGUEL C. BORDALLO
GENERAL MANAGER
GUAM WATERWORKS AUTHORITY
GOVERNMENT OF GUAM
DATE

JOHN T. BURCH
ADMINISTRATIVE DIRECTOR
GUAHAN LAND TRUST COMMISSION
DATE

JOSEPH M. BORJA
DIRECTOR, DEPARTMENT OF LAND MANAGEMENT
APPROVAL PURSUANT TO ASSIGNMENT
Doc. No. 567698, PAGE 7, THEREOF
DATE

LOURDES A. LEON GUERRERO
GOVERNOR OF GUAM
APPROVAL PURSUANT TO ASSIGNMENT
Doc. No. 567698, PAGE 7, THEREOF
DATE

CHECKED BY :

GRACE D. VERGARA
PLANNER, D.L.M.
DATE

WAYNE S. QUINATA
ENGINEERING TECHNICIAN II, D.L.M.
DATE

THOMAS J. TORRES
CARTOGRAPHIC SUPV., D.L.M.
DATE

GGN TIE SCHEME
NOT TO SCALE

GOVERNMENT OF GUAM - Department of Land Management
Office of the Recorder
File for Record Is Instrument Number _____
On the Year 20___ Month ____ Day ____ Time ____
Recording Fee _____ Receipt No. _____
Deputy Recorded _____

CERTIFICATE OF GUAM CHIEF SURVEYOR

THIS MAP HAS BEEN EXAMINED FOR CONFORMANCE WITH TITLE 21, GUAM CODE ANNOTATED, CHAPTER 60, ARTICLE 5, UNIFORM TRIANGULATION SYSTEM AND REGULATIONS THEREUNDER ON THIS _____ DAY OF _____, _____

PAUL L. SANTOS, P.L.S. No. 68
GUAM CHIEF SURVEYOR/CHIEF OF CADASTRE

CERTIFICATE OF GUAM CHIEF PLANNER

APPROVAL PURSUANT TO TITLE 21, GUAM CODE ANNOTATED, CHAPTER 61, ZONING LAW AND CHAPTER 62, SUBDIVISION LAW

CELINE L. CRUZ
GUAM CHIEF PLANNER
DATE

CERTIFICATE OF SURVEYOR

I, CHRISTOPHER E. HILL, HEREBY CERTIFY THAT THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION; THAT IT IS BASED ON A FIELD SURVEY MADE ON OCTOBER 6, 2025 IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS. THAT I AM RESPONSIBLE FOR THE ACCURACY OF ALL DATA AND INFORMATION SHOWN HEREON I FURTHER CERTIFY THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITION INDICATED ON THIS MAP.

CHRISTOPHER E. HILL, PLS No. 87
10/10/25
DATE

REVISION	DESCRIPTION	BY	DATE	APPROVED BY	DATE

DCA DUENAS CAMACHO

* ENGINEERING * PLANNING * SURVEYING * ENVIRONMENTAL SERVICES
* GEOGRAPHIC INFORMATION SYSTEM * CONSTRUCTION MANAGEMENT GUAM
P.O. Box 8990, Tamuning, Guam 96931 - 2961 Marine Corps Drive, Suite 713 (Kumo-sul Plaza, Hagatna, GU 96910) (671) 477-7963 - Fax (671) 479-5435 SAIPAN (Cellar Bay PPP, Suite 304, Saipan, MP 96950 - (Chalan Palo Seville, Mr's Building) South Garapan, Saipan 96950 Tel: (670) 234-5947 - Fax: (670) 234-1842

LOT PARCELING SURVEY MAP
OF
LOT 7116-1-R2
(DW Y-15)

L.S. 9 — MUNICIPALITY OF YIGO — SEC. 1 & 2

SURVEY DATA		DATE	LOT DATA	
FIELD	DCAI & CREW	10-6-2025	BASIC LOT	7116-1
BOOK	DCAI-2025	———	CERT. OF TITLE No.	21186
COMPUTED	CNB	OCT. 2025	REGISTERED ON:	FEBRUARY 12, 1968
DRAWN	CNB	OCT. 2025	IN THE NAME OF:	GOVERNMENT OF GUAM
RESEARCHED	CNB	OCT. 2025		
CHECKED	CEH	OCT. 2025		

SATISFACTORY TO & APPROVED BY: SEE PLAN

OWNER: Doc. No. — DATE

DWG No. DCAI-S-25-42 | SHT. 1 OF 1 | SCALE 1:1250 | L.M. CHECK No. ... -FY 2025

019FY2026_10-17-2025

Kumision Inangokkon Tano' CHamoru
(CHamoru Land Trust Commission)

P.O. Box 2950 Hagåtña, Guåhan 96932 • Phone: (671)300-3296 • Fax: (671)300-3319 • Email: cltc.admin@cltc.guam.gov

Lourdes A. Leon Guerrero
I Maga'Haga
Governor of Guam

Joshua F. Tenorio
I Segundo Maga'Lahi
Lt. Governor of Guam

Commission Members

Earl J. Garrido
Acting Chairperson

Joseph F. Artero-Cameron
Commissioner

Fabrienne Cruz Respicio
Commissioner

Jeremy J. Rojas
Commissioner

Vacant
Commissioner

Joseph B. Cruz Jr.
Acting Administrative Director

CHamoru Land Trust Commission Regular Board Meeting
Thursday, January 15, 2026 at 1:00PM

CHamoru Land Trust Conference Room, 590 S. Marine Corp Drive ITC Building, Suite 223, 2nd Floor Tamuning, Guam. Public Comments may be made at cltc.admin@cltc.guam.gov To view the meeting virtually, log on to GovGuam Live-YouTube or Google Meeting link: meet.google.com/jbp-wkzk-prj

AGENDA

I. **Call to Order** – Certification of Quorum Present

II. **Certification** – Public Notice Requirements
- A. Guam Daily Post (January 8, 2026 and January 13, 2026)
- B. Guam Public Notice Website (https://notices.guam.gov)

III. **Chairman's Remarks**

IV. **Approval of Minutes:** December 18, 2025 (Regular Board Meeting)

V. **Administrative Director's Report**

VI. **Old Business**
- A. Global Recycling Center

VII. **New Business**
- A. Constituent Matters
  1. James Sablan Cruz
  2. Rodney Tenorio Perez
  3. Monica Dolores Baza
  4. Bertha Yustinich
  5. Chrispin B. Hernandez
- B. Subsection 75A122 Commercial Leases and Licenses
- C. Subsection 75A109 Successors to Lessees and Applicants (a)(5)

VIII. **Public Comment(s)**

IX. **Next Meeting** – Thursday, February 19, 2026 at 1:00PM, CLTC Conference Room, Suite 223, ITC Building, Tamuning, Guam 96913

X. **Adjournment**

Rev. 09/30/2025

CHamoru Land Trust Commission
Board Meeting Packet
January 15, 2026

Kumision Inangokkon Tano' Chamoru
(CHamoru Land Trust Commission)

P.O. Box 2950 Hagåtña, Guåhan 96932 *Phone: 671- 300-3296/7 Fax: 671-300-3319*

Lourdes A. Leon Guerrero
I Maga'Haga
Governor of Guam

Joshua F. Tenorio
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Jeremy J. Rojas
Commissioner

Vacant
Commissioner

Joseph B. Cruz Jr.
Acting Administrative Director

BOARD OF COMMISSIONERS MEETING ATTENDANCE SHEET

Date: Thursday, January 15, 2026

Time: 1:10 pm **Adjournment:** 3:05 pm

Place of Meeting: ***CLTC Conference Room, 2nd Floor, ITC Building***

NAME:	TITLE:	SIGNATURE:

BOARD OF COMMISSIONERS:

		Present	Absent	
1. *Earl J. Garrido*	Acting Chairperson	☑	☐	
2. *Fabrienne C. Respicio*	Commissioner	☑	☐	Respicio
3. *Jeremy J. Rojas*	Commissioner	☑	☐	
4. *Joseph F. Artero-Cameron*	Commissioner	☑	☐	

CLTC STAFF (Print and Sign):

1.
2.
3.
4.
5.
6.
7.
8.
9. Jessica Dayday
10.
11.
12.
13.
14.

Kumision Inangokkon Tano' Chamoru

(CHamoru Land Trust Commission)

P.O. Box 2950 Hagåtña, Guåhan 96932 *Phone: 671- 300-3296 Fax: 671-300-3319*

BOARD OF COMMISSIONERS MEETING
PUBLIC COMMENTS SIGN-IN SHEET

Lourdes A. Leon Guerrero
I Maga'Haga
Governor of Guam

Joshua F. Tenorio
I Segundo Maga'Lahi
Lt. Governor of Guam

Commission Members

Earl J. Garrido
Acting Chairperson

Joseph F. Artero-Cameron
Commissioner

Fabrienne Cruz Respicio
Commissioner

Jeremy J. Rojas
Commissioner

Vacant
Commissioner

Joseph B. Cruz Jr.
Acting Administrative Director

Date: Thursday, January 15, 2026

CLTC Conference Room, 2nd Floor, ITC Building, Tamuning

NAME (Please Print)	CONTACT NUMBER
James Sablan Cruz	671 864 2070
Rodney T. Perez	[redacted]
Monica D. Baza	
CHRISTINE SANTOS	

Kumision Inangokkon Tano' Chamoru
(CHamoru Land Trust Commission)

P.O. Box 2950 Hagåtña, Guåhan 96932 Phone: 671- 300-3296 Fax: 671-300-3319

BOARD OF COMMISSIONERS MEETING
VISITOR SIGN-IN SHEET

Lourdes A. Leon Guerrero
I Maga'Haga
Governor of Guam

Joshua F. Tenorio
I Segundo Maga'Lahi
Lt. Governor of Guam

Commission Members

Earl J. Garrido
Acting Chairperson

Joseph F. Artero-Cameron
Commissioner

Fabrienne Cruz Respicio
Commissioner

Jeremy J. Rojas
Commissioner

Vacant
Commissioner

Joseph B. Cruz Jr.
Acting Administrative Director

Date: Thursday, January 15, 2026

CLTC Conference Room, 2nd Floor, ITC Building, Tamuning

NAME (Please Print)	CONTACT NUMBER
Christine C. Fejeran (DOAG)	671-300-7976
CHRISTINE CRUZ NICOLAS	[redacted]
Monica D. Baza	
James S. Cruz	671 864 2070



Chairman's Remarks



Certification—Public Notice Requirements

CLTC Board of Commissioner Regular Meeting

CLTC Board of Commissioner Regular Meeting

MEETING

Posted on: 01/08/2026 06:00 AM

Posted by: Dexter Tan

Department(s):
CHAMORU LAND TRUST COMMISSION (/notices?department_id=23)

Division(s):
CHAMORU LAND TRUST COMMISSION (/notices?division_id=174)

Notice Topic(s): BOARD MEETING (/notices?topic_id=76)

Types of Notice: MEETING (/notices?type_id=5)

For Audience(s): PUBLIC (/notices?public=1)

Share this notice

AGENDA

1. **Call to Order** – Certification of Quorum Present
2. **Certification** – Public Notice Requirements
    1. Guam Daily Post (January 8, 2026 and January 13, 2026)
    2. Guam Public Notice Website (**https://notices.guam.gov** (https://notices.guam.gov/))
3. **Chairman's Remarks**
4. **Approval of Minutes:** December 18, 2025 (Regular Board Meeting)
5. **Administrative Director's Report**
6. **Old Business**
    1. Global Recycling Center

VII. **New Business**
- A. Constituent Matters
    1. James Sablan Cruz
    2. Rodney Tenorio Perez
    3. Monica Dolores Baza
    4. Bertha Yustinich
    5. Chrispin B. Hernandez
- B. Subsection 75A122 Commercial Leases and Licenses
- C. Subsection 75A109 Successors to Lessees and Applicants (a)(5)

VIII. **Public Comment(s)**

IX. **Next Meeting** – Thursday, February 19, 2026 at 1:00PM, CLTC Conference Room, Suite 223, ITC Building, Tamuning, Guam 96913

X. **Adjournment**

GUAM board of accountancy

335 South Marine Corps Drive, Suite 101, Tamuning, GU 96913

Notice of Meeting

The Guam Board of Accountancy will hold its monthly Board meeting on Thursday, January 15, 2026, at 4:00 p.m. This meeting is open to the public via Zoom Video Conference. Anyone desiring to join the virtual meeting may enter the following link in a browser:

Join Zoom Meeting

https://us06web.zoom.us/j/89041633744?pwd=wdXiiRZWFjtOAOaqGbt0PhZaeblIRk.1

Meeting ID:890 4163 3744 • Passcode: 7r56q^Jsx%

Our YouTube livestreaming events link for all Regular Board Meetings is available on the Board's website at: http://www.guamboa.org/policies/activities.htm.

AGENDA

I. CALL TO ORDER
II. APPROVAL OF MINUTES – December 18, 2025
III. OLD BUSINESS
- Guam Accountancy Endowment Fund Update
- Visiting Professor Update

IV. NEW BUSINESS
A. Requests for Approval
- Applications for Initial Certification & Licensure
- FY2027 Budget

V. GENERAL DISCUSSION/ANNOUNCEMENTS
- Inclusion of Accounting Programs in the Federal "Professional Degree" Designation to Preserve Graduate Funding Access
- FY2026 GBOA YTD Financial Summary

VI. ADJOURNMENT

The names of applicants being considered are available on the Board's website at: http://www.guamboa.org/policies/activities.htm, along with other Board meeting materials. Detail materials will be available on the website one day before the meeting. Individuals requiring special accommodations or information may contact Ms. Anna Aflague at the Guam Board of Accountancy at 671-647-0813 FAX: 671-647-0816 or support@guamboa.org for assistance.

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CALL CHEN 671-685-5998

Newspaper bundles $10.00 for each pack of 150 papers



Pick up at: THE GUAM DAILY POST @ the CORE TECH CENTER 388 S. Marine Corps Dr., Suite 301 Tamuning, Mon-Fri 8:30am-5pm. First come, first served. Cash only, please!

Guam Community Health Centers Board of Directors will be meeting
Thursday, January 15, 2026
@ 10:00am
Southern Region Community Health Center
162 Apman Drive, Inarajan, Guam

Livestream on Guam:
https://www.facebook.com/profile.php?id=61550963051973

AGENDA

I. Call to Order
II. Public Comment
III. Review and Approval of Minutes
IV. Old Business
A. Procurement Update
B. NexGen EHR & PrimeRx Update
V. CEO's Report
A. Operational Updates
B. Program Update
VI. Patient Satisfaction Survey
VII. Medical Director's Report
VIII. Financial Report
A. Financial Statement
B. Grant Funding Update
IX. Treasurer's Report
X. Legislative & Policy Updates
A. Bill No. 169-38 (COR): Establishing Autonomy for Guam CHCs
XI. Projects, Activities, Events, & Travel
A. Community Activities & Outreach
B. Executive & Staff Travel
XII. Committee Reports
XIII. New Business
XIV. Adjournment
- Confirm next meeting date & adjourn

For special accommodations, please call 671 635-7447.
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CIVIL SERVICE COMMISSION

KUMISION I SETBISION SIBIT

Bell Tower Suite 201, 710 W. Marine Corps Drive, Hagåtña, Guam 96910 • Tel: (671) 647-1855 • Fax: (671) 647-1867

NOTICE OF MEETING

IN-PERSON MEETING AT 9:00 A.M. ON THURSDAY, JANUARY 15, 2026.

A live broadcast of this meeting is available to the public on the CSC website at csc.guam.gov or on GovGuam.tv. The public can also access a live stream of this meeting via zoom by using the link or Meeting ID and Passcode provided below. https://us06web.zoom.us/j/85968958933?pwd=44FtbeNyONcKWi2IZc5qiu6ahW0ryB.1

Meeting ID: 859 6895 8933 / Passcode 042206

AGENDA

I. CALL TO ORDER.
II. APPROVAL OF MINUTES: None.
III. NEW BUSINESS: Grievance Hearing
Michael Ordonez vs. Department of Revenue & Taxation;
Case No.: 24-GRE07
IV. OLD BUSINESS: Grievance Hearing
Robert Tongson vs. Department of Revenue & Taxation;
Case No.: 25-GRE02
V. GENERAL BUSINESS:
1) Bills and Laws affecting CSC: None.
2) Administrative Counsel Litigation Update.
3) Administrative Matters:
a). Board Training: Civil Service Commission Board Members.
VI. ADJOURNMENT.

For special accommodations, please contact Maria P. Masnayen, CSC ADA Coordinator at (671) 647-1872 / (671) 647-1855.

/s/ Daniel D. Leon Guerrero, Executive Director
Paid for by the Civil Service Commission.

(CHamoru Land Trust Commission)

Regular Board Meeting • Thursday, January 15, 2026 at 1:00PM

CHamoru Land Trust Conference Room, 590 S. Marine Corp Drive ITC Building, Suite 223, 2nd Floor Tamuning, Guam. Public Comments may be made at cltc.admin@cltc.guam.gov To view the meeting virtually, log on to GovGuam Live-YouTube or Google Meeting link: meet.google.com/jbp-wkzk-prj

AGENDA

I. Call to Order-Certification of Quorum Present
II. Certification – Public Notice Requirements
A. Guam Daily Post (January 8, 2026 & January 13, 2026)
B. Guam Public Notice Website (https://notices.guam.gov)
III. Chairman's Remarks
IV. Approval of Minutes: December 18, 2025 (Regular Board Meeting)
V. Administrative Director's Report
VI. Old Business
A. Global Recycling Center
VII. New Business
A. Constituent Matters
1. James Sablan Cruz
2. Rodney Tenorio Perez
3. Monica Dolores Baza
4. Bertha Yustinich
5. Chrispin B. Hernandez
B. Subsection 75A122 Commercial Leases and Licenses
C. Subsection 75A109 Successors to Lessees and Applicants (a)(5)
VIII. Public Comment(s)
IX. Next Meeting – Thursday, February 19, 2026 at 1:00PM, CLTC Conference Room, Suite 223, ITC Building, Tamuning, Guam 96913
X. Adjournment

Individuals requiring special accommodations, auxiliary aids or services, may call the CLTC Office at (671)300-3296 or email cltc.admin@cltc.guam.gov for more information

This ad is paid for by CLTC Funds.

AVAILABLE JOBS FOR ELIGIBLE U.S. WORKERS

8 – PLUMBER **$19.48 PER HOUR***
WITH TWO YEARS VERIFIABLE WORK EXPERIENCE

Assemble, install, and repair pipes, fittings, and fixtures of water and drainage systems according to specifications and plumbing codes. Study blueprints, building codes, or specifications to determine work details of procedures and prepare project layout and determine dimensions and materials required. Maintain or repair plumbing by replacing defective washers, replacing or mending broken pipes or opening clogged drains. Measure, cut, thread, or bend pipes to required angle using hand or power tools or machines such as pipe cutters, pipe-threading machines, or pipe-bending machines. Locate and mark position of pipe and pipe connections and passage holes for pipes in walls and floors, using ruler, spirit level and plumb bob.

Benefits: Free Roundtrip airfare for off-island hires; Lodging @ $80.00/weekly [shall be deducted from the EMPLOYEE'S WEEKLY earnings by the EMPLOYER]; Local transportation from employer's designated lodging facility to/from jobsite.

Applicants must have a high school diploma or GED equivalent. Off-island hires must complete a health screening prior to working in Guam.

The job offer meets all EEO requirements, and initiates a temporary placement. The recruitment associated with this job offer is closely monitored by the Department of Labor. Qualified, available and willing U.S. workers are highly encouraged to apply. Should you qualify for the job and are not hired, you may appeal with the Department of Labor who will independently review matter.

The complete job duties may be viewed in person at American Job Center
414 W. Soledad Avenue, Suite 300 GCIC Building, Hagatna, Guam
Or apply online at www.hireguam.com; Enter Keyword: 2026-024

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THE GUAM DAILY POST

Doc. No. 38GL-26-2058.*

FOR RENT/SECTION 8 OK

206 Chalan Islan Guahan, Pacific Latte Estate, YIGO

- NEXT TO SIMON SANCHEZ HIGH SCHOOL
- 5BDRM/2Bath/Single Dwelling Family Home, Semi-Furnished, Carport/Fully Fenced w/Gate

158 Chalan Papangpang, Wusstig Road, DEDEDO

- 4 BDRM/2Bath & 3 BDRM/2Bath Semi-Furnished
- Carport/Fully Fenced w/Gate /Utilities Included

CALL 671-637-8084 or 671-686-4944 for more info

RESEARCH CORPORATION OF THE UNIVERSITY OF GUAM
BOARD OF DIRECTORS REGULAR MEETING
Thursday, January 15, 2026, at 3:00 pm •Held via Registered Zoom Conference
Registered Zoom link available at: https://www.uog.edu/rcuog/

AGENDA

	1.0	CALL TO ORDER
	2.0	MEETING MINUTES
Action	2.1	Regular Meeting Minutes of June 19, 2025
	3.0	CHAIRPERSON'S REMARKS
	4.0	NEW BUSINESS
Information	4.1	Interim Executive Director's Report to the Board
Action	4.2	Resolution No. 26-01 Relative to Approving the FY 2025 Reserve Expenditure Plan
Action	4.3	Resolution No. 26-02 Relative to Approving the FY 2027 Operations Budget
Action	4.4	Resolution No. 26-03 Relative to Establishing an RCUOG Training & Professional Development Fund
Action	4.5	Resolution No. 26-04 Relative to Approving the Mutual Termination of the Lease Agreement and Public Private Partnership for the Guam Aquaculture Development and Training Center
Action	4.6	Resolution No. 26-05 Relative to Approving the Application for 501(c)(3) status and Separate EIN
	5.0	ADJOURNMENT

For more information, contact Michael Conner, RCUOG Interim Executive Director
connerm@triton.uog.edu | (671) 735-0250

GUAM VISITORS BUREAU
SETBISION BISITAN GUÅHAN

PUBLIC NOTICE ANNOUNCEMENT

The Guam Visitors Bureau will hold a Regular Meeting of the Board of Directors on **Thursday, January 15, 2026, at 1:30 p.m.** in GVB's main conference room and by Teleconference – via Zoom. Anyone desiring to join the virtual meeting may enter the following link in a browser: **https://us02web.zoom.us/j/89090779984?pwd=aeGojojPvOMoNDxc4fVCdfQluBHngK.1** Meeting ID: **890 9077 9984**, Passcode: **visitguam**
For meeting details, please visit https://go.opengovguam.com/meetings_list/gvb.
The Board of Directors herein notifies the public that it will discuss the following:

2nd NOTICE: AGENDA

I. CALL TO ORDER
II. ROLL CALL
III. MINUTES OF THE PREVIOUS MEETING (12/11/25)
IV. EXECUTIVE SESSION
- Confidential regulatory matter, anticipated personnel litigation

V. ACTION BY THE BOARD
VI. CHAIRMAN'S REPORT
VII. MANAGEMENT REPORT
VIII. REPORT OF THE BOARD COMMITTEES
A. Executive Committee
B. Administration & Government
C. Destination Management / Visitor Safety & Satisfaction
D. Cultural Heritage & Community Outreach
E. Research
F. Sports & Events
G. Japan
- Committee Meeting Minutes dated 12/16/25

H. Korea
- Committee Meeting Minutes dated 12/16/25

I. Taiwan
J. North America, Pacific, Philippines & New Markets
- Committee Meeting Minutes dated 1/5/26

K. Membership
L. Recovery Committee

IX. OLD CORPORATION BUSINESS
X. OTHER BUSINESS
- Election of Chairpersons for Committees
  - Taiwan Marketing Committee
  - Sports & Events
  - Research

XI. AGENDA ITEMS FOR THE NEXT MEETING
XII. ANNOUNCEMENTS
- Upcoming Board Meetings: 2/26/26, 3/26/26

XIII. ADJOURNMENT

Information on individual committees is available at https://www.guamvisitorsbureau.com/, along with other bureau meeting materials. Detailed materials, if applicable, will be available on the website one day before the meeting. Please call 671-646-5278 if you require additional detail about any agenda item. Individuals requiring special accommodations or information may contact GVB at 671-646-5278 for assistance.

This advertisement was paid for by the Tourist Attraction Fund.

GUAM VISITORS BUREAU | SETBISION BISITAN GUÅHAN
401 Pale San Vitores Road | Tumon, Guam 96913 | (671) 646-5278 | (671) 646-8861 fax
guamvisitorsbureau.com | visitguam.com | info@visitguam.com

Kumision Inangokkon Tano' CHamoru
(CHamoru Land Trust Commission)

Regular Board Meeting • Thursday, January 15, 2026 at 1:00PM
CHamoru Land Trust Conference Room, 590 S. Marine Corp Drive ITC Building, Suite 223, 2nd Floor Tamuning, Guam. Public Comments may be made at cltc.admin@cltc.guam.gov To view the meeting virtually, log on to GovGuam Live-YouTube or Google Meeting link: meet.google.com/jbp-wkzk-prj

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- B. Subsection 75A122 Commercial Leases and Licenses
- C. Subsection 75A109 Successors to Lessees and Applicants (a)(5)

VIII. Public Comment(s)
IX. Next Meeting – Thursday, February 19, 2026 at 1:00PM, CLTC Conference Room, Suite 223, ITC Building, Tamuning, Guam 96913
X. Adjournment

Individuals requiring special accommodations, auxiliary aids or services, may call the CLTC Office at (671)300-3296 or email cltc.admin@cltc.guam.gov for more information

This ad is paid for by CLTC Funds.

AVAILABLE JOBS FOR ELIGIBLE U.S. WORKERS

75 – CARPENTER WITH 1 YEAR EXP. **$18.34 PER HR. ***
Construct, erect, install, or repair structures and fixtures made of wood such as concrete forms or chutes for pouring concrete. Study specifications in blueprints, sketches, or building plans to prepare project layout and determine dimensions and materials required. Measure and mark cutting lines on materials, using a ruler, pencil, chalk, and marking gauge. Shape or cut materials to specific measurements, using hand tools, machines, or power saws. Verify trueness of structure, using plumb bob and level.

24 – CEMENT MASON WITH 1 YEAR EXP. **$17.51 PER HR. ***
Must apply knowledge of concrete and mortar products and mixtures to desired consistency. Smooth and finish surfaces of poured concrete such as floors, walls, roofs, sidewalks, roads or curbs using a variety of hand and power tools. Align forms for sidewalks, curbs, or gutters; patch voids; and use saws to cut expansion joints. Mix mortar or grout and pour or spread on marble slabs, stone, when laying blocks, or setting tiles.

50 – ELECTRICIAN WITH 2 YEARS EXP. **$21.02 PER HR. ***
Install, maintain, and repair electrical raceway, conduit, wiring, equipment (panel boards, switchgears and etc.), lighting fixtures and devices.

45 – HEAVY EQUIPMENT MECHANIC WITH 2 YEARS EXP. **$21.77 PER HR. ***
Diagnose, adjust, repair, or overhaul diesel mobile mechanical, hydraulic, and pneumatic equipment, such as cranes, bulldozers, graders, and conveyors, used in construction.

25 – HEAVY EQUIPMENT OPERATOR WITH 1 YEAR EXP. **$18.97 PER HR. ***
Operate multiple types of power construction equipment, such as motor graders, excavators/backhoe, crane, concrete pump, bulldozers, scrapers, compressors, pumps, derricks, shovels tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement. May repair and maintain equipment making emergency adjustments or assisting with major repairs as necessary.

43 – PLUMBER WITH 2 YEARS EXP. **$19.48 PER HR. ***
Assemble, install, or repair various pipes and fittings for cold/hot water line and sewer line, plumbing fixtures (i.e., water closet, lavatory, and etc.), and plumbing equipment (i.e. water heater, pumps and etc.) according to specifications or plumbing codes.

27 – REINFORCING METAL WORKER WITH 1 YEAR EXP. **$16.98 PER HR. ***
Position and secure steel bars or mesh in concrete forms in order to reinforce concrete. Use a variety of fasteners, rod-bending machines, blowtorches, and hand tools.

30 – SHEET METAL WORKER WITH 1 YEAR EXP. **$20.44 PER HR. ***
Fabricate, assemble, install and repair sheet metal products and equipment, such as HVAC ducts, control boxes, and sheet metal roofing. Work may involve any of the following; setting up and operating fabricating machines to cut, bend and straightening sheet metal; shaping metal over anvils, blocks, or forms using hammer; operating soldering and welding equipment to join sheet metal parts; or inspecting, assembling, and smoothing seams and joints of burred surfaces. Includes sheet metal duct installers who install prefabricated sheet metal ducts used for heating, air conditioning, or other purposes.

29 – WELDER WITH 1 YEAR EXP. **$20.30 PER HR. ***
Use hand-welding, flame-cutting, hand soldering, or brazing equipment to weld or join metal components or to fill holes, indentations, or seams of fabricated metal products.

Benefits: Roundtrip airfare for off-island hire; Food and lodging at $138.46 per week; local transportation from employer's designated lodging facility to/from jobsite. Employer/employee paid commercial medical insurance provided.

Successful applicant must be able to obtain military base access. Off-island hires must complete a health screening prior to working in Guam. Employees are required to take and pass a substance abuse test after hire.

***Special wage rate:** Work to be performed on DPRI-funded projects and projects covered by Davis Bacon, Service Contracts Act, and/or Executive Order 14206 will be paid no less than the indicated wage rate, but may be paid more where special rates apply.

The job offer meets all EEO requirements, and initiates a temporary placement. The recruitment associated with this job offer is closely monitored by the Department of Labor. Qualified, available and willing U.S. workers are highly encouraged to apply. Should you qualify for the job and are not hired, you may appeal with the Department of Labor who will independently review matter.

Apply in person at American Job Center
414 W. Soledad Avenue, Suite 300 GCIC Building Hagatna, Guam
Doc. No. 38GL-26-2058.* Or apply online at www.hireguam.com; Enter Keyword : 2026-029



Approval of Minutes

Kumision Inangokkon Tano' CHamoru
(CHamoru Land Trust Commission)

P.O. Box 2950 Hagåtña, Guåhan 96932 • Phone: (671)300-3296 • Fax: (671)300-3319 • Email: cltc.admin@cltc.guam.gov

CHamoru Land Trust Commission Regular Board Meeting
Thursday, December 18, 2025, from 1:06 PM to 3:00 PM (Recess)
Resumption Meeting January 9, 2026, at 1:08 to 1:21 PM

CHamoru Land Trust Conference Room, 590 S. Marine Corps Drive, ITC Building, Suite 223, 2nd Floor, Tamuning, Guam. Public Comments may be made at cltc.admin@cltc.guam.gov. To view the meeting virtually, log in to the GovGuam Live-YouTube or Google Meet and join into Video call link: https://meet.google.com/Xgx-jkys-saf

MEETING MINUTES

Public Notice: *The Guam Daily POST on December 11, 2025, and December 16, 2025*

PRESENT:

Commissioners
Earl J. Garrido, Acting Chairperson
Fabrienne C. Respicio, Commissioner
Jeremy J. Rojas, Commissioner (via Google Meet)
Joseph F. Artero-Cameron, Commissioner (via Google Meet)

Management and Staff
Joseph B. Cruz Jr., Acting Administrative Director
Norman Lee Miller Jr., Deputy Attorney General
Glenn Eay, Acting Land Agent Supervisor
Eileen Chargualaf, Land Agent III
Jessica Dayday, Land Agent III
Jhoana Casem, Land Agent II
Lydia Taleu, Land Agent I
Damian Narcis, Land Agent I
Dexter Tan, Program Coordinator I

Guests
December 18, 2025
Nathan Agoirse (KTWR)
Lola Leon Guerrero
Doreen E. Borja
Joaquina M. Ignacio
Rosita M. Sarmiento
Maria M. Benavente
Johnny Cariaso Palomo

January 9, 2026
Van Verango (GWA) (via Google Meet)

Lourdes A. Leon Guerrero
I Maga'Haga
Governor of Guam

Joshua F. Tenorio
I Segundo Maga'Lahi
Lt. Governor of Guam

Commission Members

Earl J. Garrido
Acting Chairperson

Joseph F. Artero-Cameron
Commissioner

Fabrienne Cruz Respicio
Commissioner

Jeremy J. Rojas
Commissioner

Vacant
Commissioner

Joseph B. Cruz Jr.
Acting Administrative Director

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Summary

The CHamoru Land Trust Commission (CLTC) regular board meeting opened with Acting Chairman Garrido with Attorney Miller, and Acting Administrative Director Joseph B. Cruz Jr. present, focused on enhancing CLTC's authority for autonomous operations, specifically to negotiate commercial lease terms, and on necessary system modernizations. The board approved the minutes with corrections and addressed several administrative reports regarding utility installations, land transfers, and the escalating costs of processing the large backlog of pending applications.

During the meeting, the board discussed the Guam International Country Club (GICC) lease amendment with Mr. Jerry Tang, ultimately passing a motion, proposed by Commissioner Rojas and seconded, to approve the lease submit to final language on the decommissioning plan, and also approved an amendment for Transworld Radio to lease its tower to the CLTC for potential revenue. The board postponed discussion on the Administrative Director job description, approving Commissioner Artero-Cameron's motion to table the item due to concerns about the restrictiveness of the proposed description, and reaffirmed the original decision to sell the bull cart trail pipeline property to the Eclavea family, which was moved by Commissioner Respicio and seconded by Commissioner Artero-Cameron.

The board also approved agricultural lease awards for preoccupiers Joaquina Manibusan Ignacio, Rosita Manibusan Sarmiento, Maria Manibusan Benavente, and Johnny C. Palomo; approved the succession of an agriculture lease to Kathrina Reyes; and approved the termination of leases for Mr. Eugene Fernandez and for the deceased Mr. Juan Q. Acfalle, with the latter's application rights also terminated.

Details

I. **Call to Order** – Certification of Quorum Present
Meeting called to order at 1:06 PM – Acting Chairman Garrido, Commissioner Respicio, Commissioner Rojas (via Google Meet), and Commissioner Artero-Cameron (via Google Meet)

II. **Certification** – Public Notice Requirements
   A. Guam Daily Post (December 11, 2025, and December 16, 2025)
   B. Guam Public Notice Website (https://notices.guam.gov)

III. **Chairman's Remarks**

- Modernization of Systems and Processes

The chairman emphasizes that CLTC systems have remained "relatively static" since inception. To meet contemporary standards, the board intends:

- Activate and Analyze: Identify and phase out outdated concepts in favor of more efficient, modern workflows.
- Leverage Collective Wisdom: Utilize the diverse professional experiences of board members as a catalyst for remediation.
- Subcommittee Action: Utilize newly initiated subcommittees to review and provide recommendations for process improvements.
- Enhanced Autonomy and Commercial Authority. A primary goal is to grant the CLTC greater independence to operate as a more autonomous entity.
- Direct Negotiations: The chairman advocates for the power to negotiate directly with commercial entities on lease terms and fee structures.

PENDING APPROVAL

- Streamlined Approval: Under this proposed model, commercial lease requests would be negotiated by the CLTC first, then submitted to the legislature and the governor for review and insight.
- Legal and Risk Management: To address past errors and navigate the complex legal landscape, the chairman proposes:
- In-house Counsel: Securing dedicated legal counsel to work diligently on compliance, risk mitigation, and the rectification of previous procedural mistakes.
- Regulatory Streamlining: The chairman identified specific operational inefficiencies that require alignment with industry standards.
- Appraisal Reform: Moving away from the current requirement of three appraisals to a single-appraisal mandate, mirroring the federal banking system's efficiency.
- Collaborative Governance: The "circle of progress" requires a robust coalition. The chairman stresses that success depends on a concerted effort between CLTC staff and the Board of Directors, CLTC constituents, the Governor, and the Guam Legislature.
- Mission Alignment: The overarching objective remains the fulfillment of the Land Trust's core mission: creating opportunities for homeownership and subsistence farming to enhance the community's standard of living.

IV. **Approval of Minutes**: November 20, 2025 (Regular Board Meeting)
A correction on the Summary section of the minutes – Commissioner Artero-Cameron is in charge of Agriculture and PIO; Commissioner Rojas is Commercial; Commissioner Respicio is Residential
A Motion made by Commissioner Respicio, and seconded by Commissioner Rojas. Chairman Garrido called for a vote. APPROVED. 4-0.

V. **Administrative Director's Report**
1. $9million appropriation. Applications have been submitted for the various tracts—pending invoice.
2. GWA – request for T1113, Block 16 to be transferred to CLTC inventory from DLM. Additional lots from the Land for Landless will be transferred based on nonpayment. CLTC/DLM did an inspection within the tract to determine occupancy or not. If not paid in full, properties will be transferred to CLTC. Full infrastructure in this area.
3. DLM is paid in FULL; waiting for the proposed schedule from the Chief of Cadastral; communicating with different. mayors to assist in any way they can. DPW permits section
4. GHURA – Fix n Six program. The Community Development Block Grant-Disaster Recovery (CDBG-DR) "Fix in Six" program in Guam is conducting outreach for its Owner-Occupied Rehabilitation and Reconstruction initiative. This program is administered by the Guam Housing and Urban Renewal Authority (GHURA) and is currently in a public comment period for a substantial amendment to its action plan, which concludes on January 23, 2026.
5. Applications for Lease Award. Acting Administrative Director Cruz disclosed the following costs and projections. Applications Processing Costs: Initial 101 applicants: The process for the first 101 applicants incurred a total committed cost of $4,072.
    - Certified Mail: $1,048 for notifications sent in December 2025.
    - Printed Publication: $3,024 for a listing in the Guam Daily Post.
    - Expansion Phase: The board approved the next 200 applicants for vetting, with an additional 200 anticipated soon. This combined group of 400 applicants is expected to cost approximately $16,000 to process.
    - Total Backlog: There are currently 8,749 pending applications in the CLTC system.

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- Projected Total Cost: At current rates, processing the entire backlog is estimated to cost $350,000.
- FY 2027 Budget: CLTC staff are preparing for a substantial increase in budget requests for Fiscal Year 2027 to cover these non-inflation-adjusted costs, specifically within object classes related to administrative and publication expenses.

6. Cables are coming in submerged lands, Tata Communications.

Commissioner Respicio requested that the summary of this research, anticipated for the January meeting, include recommendations from Attorney Miller on how to address this issue.

7. GMA – Rojas, Attorney Miller, AAD Cruz – The GMA subcommittee meeting was completed, and the board is awaiting GMA's submission of an updated business plan, which they anticipate presenting in January 2026

VI. Old Business

A. Lot 10122-12, Dededo / Guam International Country Club

Present – Jerry Tang, Carlos Camacho (online), updated draft from the GICC – need to get from the GICC representative

- GICC Lease Amendment Draft. Mr. Jerry Tang presented the updated draft of the first amendment to the commercial lease agreement. Key revisions included setting a $9.5 million floor for the net present value of the base rent. Mr. Tang also discussed the calculation of the existing term's total rent, using a 12% escalation instead of 10% from the original lease.
- Appraisal and Lease Provisions for GICC. Mr. Tang clarified that the appraisal, paid for by the lessee, must include the clubhouse and the five-acre parcels as part of the premises during the appraisal for the extended term to maximize the value if CLTC chooses not to take them over. Mr. Tang also confirmed that GICC would be liable for CLTC's attorney's fees or costs if CLTC needed to enforce or collect rent, and GICC is responsible for the appraisal cost.
- Clubhouse and Parcel Option. Changes to Section 4 clarified the lessor's option to take over the clubhouse and five parcels, adding a sentence that if these areas remain part of the premises, they will be available for less use. Regarding the solar farm, Section 5 was amended to give the lessor flexibility to determine what, if any, components or equipment they wish to retain from the solar farm.
- Decommissioning Planning and Costs. Attorney Miller recommended adding language requiring the operator to deliver a decommissioning report and budget to the commission around 2050 to allow time for dialogue on what stays, what goes, and who pays, noting that the current $320,000 provision may be insufficient. The commission also suggested that the report include a certified assessment of the current equipment's functionality and remaining lifespan to inform decisions about decommissioning or future use.
- Timeline for Decommissioning Reporting. The board questioned whether checking the decommissioning fund every five years was sufficient for determining costs. Mr. Tang stated they would look at creating a schedule that aligns with the decommissioning report and equipment lifespan assessment, suggesting that the required discussion might need to happen sooner than 2050, potentially around 2045, to allow for the additional deposits to accrue.
- Insurance and Indemnification. Jerry Tang confirmed they adopted language from the attorney's draft to strengthen environmental

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protections, including provisions regarding hazardous substances. They also agreed to add specific language to the insurance section to cover damage caused by panels or attachments, reflecting a concern previously raised in the minutes.

- Termination Conditions and Milestones. The draft agreement included a new item 11 on page seven, indicating that the lease will revert to a golf course if CLTC decides not to proceed with solar or if there is "no progress" within two years. Attorney Miller suggested replacing the ambiguous "no progress" phase with definitive, measurable milestones, such as delivering power by a certain date.
- Lease Progression and Financial Commitments. Carlos V. Camacho clarified that GICC would continue to pay ground rent throughout the permitting and power purchase agreement (PPA) process, ensuring financial payments to CLTC even without a hard milestone date. GICC will also pay a 10% deposit of the net present value—at least $950,000 based on the $9.5 million floor—upon the signing of the PPA, which serves as a financial benchmark.
- Milestone Definition and Unforeseen Delays. The parties agree that using definitive milestones, rather than the term "no progress", would be more effective, allowing the commission the discretion to move forward even if milestones are delayed due to government bureaucracy, like a lack of quorum. Carlos Camacho also requested that the agreement incorporate considerations for delays caused by "acts of God," such as typhoons, which are beyond GICC's control.
- Approval of Lease Subject to Decommissioning Plan. Commissioner Rojas proposed a motion to approve the lease, subject to a final draft that includes agreed-upon language for the decommissioning, and to authorize the chairman to sign on behalf of the commission. Seconded by Commissioner Respicio. Chairman Garrido called for a vote. APPROVED. 4-0.

B. Portion of Lot 440, Merizo Trans World Radio

- Transworld Radio Tower and Request for Interest (RFI)**.** The agenda moved to portions of block 440 transport radio. AAD Cruz informed the commissioners that an RFI regarding this property had been drafted and emailed to them and reviewed by the attorney. Mr. Cruz clarified that the RFI is an administrative task to gather information for the board to determine the highest and best use of the property and does not commit the commission to anything.

- Tower Retention and Memorandum of Understanding (MOU)**. Commissioner Rojas recalled discussions with the Transworld team regarding the potential for the CLTC to lease the tower and stated that an MOU would be required to make it official. Commissioner Rojas made a motion to approve an MOU for the CLTC to meet the requirements of Transworld, and seconded by Commissioner Respicio, Chairman Garrido opened the floor for discussion. Chairman Garrido called for a vote. APPROVED 4.0. Chairman Garrido asked if leaving the tower included the transmitting equipment, to which Mr. Rojas clarified that the equipment would be dismantled, leaving only the tower itself, guide ropes, and drop cable. Additionally, Commissioner Rojas motioned to allow the Chairman to sign on behalf of the Commission. The motion was seconded by Commissioner Respicio. Chairman Garrido called for a vote. APPROVED. 3-0.**

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C. Publication of Recruitment – Administrative Director

- Administrative Director Recruitment and Job Description. The board moved to Old Business item C, the publication of recruitment for the Administrative Director. Commissioner Respicio raised concerns that adopting the submitted job description might be too restrictive, and questioned the timing of implementing a formal position description for a job that had always been filled, seeking justification and consistency with other government agencies. AAD Cruz explained that the need for action stems from issues with the acting appointment, where the Department of Administration personnel are refusing to acknowledge the viability of the current arrangement due to a statutory limit on holding an acting position for over a year.
- Discussion on Administrative Director Job Description and Tabling Commissioner Artero-Cameron expressed that the submitted job description was too prescriptive compared to others in the government of Guam and suggested revisiting it with legal counsel and HR from the Department of Administration. AAD Cruz explained that the job description was intentionally exhaustive to present all possible criteria for the commission to edit down. Commissioner Artero-Cameron made a motion to table Old Business item C, which was seconded by Commissioner Respicio. Chairman Garrido called for a vote. APPROVED.3-0.

D. **Public Law 37-146 and Bull Cart Trail**

- The discussion shifted to Public Law 37-146 regarding the bull cart trail pipeline. Lola Leon Guerrero, representing the Eclavea family, presented a proposal requesting reconsideration of a previous motion, having resolved some concerns with land registration. The family conveyed historical context, noting that they had provided a 60-foot-wide easement, exceeding the 40-foot requirement, as mandated by the public law, not out of generosity.

- **Reaffirming the Commission's Decision on Bull Cart Trail Sale.** The family presented two alternatives to the board's previous decision to sell the 1,580 square meters of bull cart trail: an equal-sized land exchange for cliffside property or relocating the trail to the edge of their property. Commissioner Respicio maintained that the land exchange was not in the best interest of the constituents and stood by the original decision that the family should purchase the bull cart trail, ensuring the resulting funds benefit the trust. Commissioner Artero-Cameron agreed with Commissioner Respicio's position. Commissioner Respicio moved to stand by the commission's original decision to sell the property to benefit the beneficiaries of the trust, which was seconded by Mr. Cameron. Chairman Garrido called for a vote. APPROVED. 4-0.

- **Finalizing Bull Cart Trail Sale Process.** The motion to stand by the commission's original decision to sell the bull cart trail property passed with no opposition. The process outlined requires the family to pay for two appraisals, the average of which will determine the purchase price. AAD Cruz noted that the estimated cost for the family to purchase the 1,580 square meters, at approximately $60 per square meter, would exceed $94,800.

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VII. **New Business**

A. Constituent Matters

Prerequisites have to be completed prior to a lease agreement issuance (survey, etc.) as explained by AAD Cruz.

1. Joaquina M. Ignacio

Present. **Motion to approve the agriculture lease to Ms. Joaquina Manibusan Ignacio as a preoccupier based on the authority based on PL37-132 by Commissioner Artero-Cameron, seconded by Commissioner Rojas. Chairman Garrido called for a vote. APPROVED. 4-0.**

2. Rosita M. Sarmiento

Present. **Motion to approve the agriculture lease to Ms. Rosita M. Sarmiento as a preoccupier based on the authority based on PL37-132 by Commissioner Artero-Cameron, seconded by Commissioner Rojas. Chairman Garrido called for a vote. APPROVED. 4-0.**

3. Maria M. Benavente

Present. **Motion to approve the agriculture lease to Maria M. Benavente as a preoccupier based on the authority based on PL37-132 by Commissioner Artero-Cameron, seconded by Commissioner Rojas. Chairman Garrido called for a vote. APPROVED. 4-0.**

4. Edward Blas and Eliria S.San Nicolas

Present - Kathrina Reyes (online)

Motion to approve the succession of the lease of Kathrina Reyes, however, pending the conditions based on PL37-131 by Commissioner Artero-Cameron, seconded by Commissioner Respicio. Chairman Garrido called for a vote. APPROVED. 3-0.

5. Johnny Palomo

Present. **Motion to approve the lease award to Johnny C. Palomo, withholding any other comments by the next speaker by Commissioner Artero-Cameron, seconded by Commissioner Respicio. Chairman Garrido called for a vote. APPROVED. 3-0.**

6. Eugene S.N. Fernandez

Not present. **Motion to terminate the lease awarded to Mr. Fernandez by Commissioner Artero-Cameron, seconded by Commissioner Respicio. Chairman Garrido called for a vote. APPROVED. 3-0.**

7. Juan Q. Acfalle (dec)

Grandson (named successor) was not present during the meeting

Motion to terminate the lease and application awarded to Juan Q. Acfalle by Commissioner Artero-Cameron, seconded by Commissioner Respicio. Chairman Garrido called for a vote. APPROVED. 3-0.

8. Bertha Sablan Duenas

Not heard.

****Meeting was RECESSED at 3:15 PM; resumption date TBD****

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Resumption Meeting January 9, 2026, at 1:08 to 1:21 PM

9. Abraham John Guerrero
Commissioner Rojas made a motion to approve Abraham John Guerrero as an eligible beneficiary of CHamoru Land Trust Commission. Seconded by Commissioner Artero-Cameron. Chairman Garrido called for a vote. APPROVED. 3-0.

B. Bernard Watson – Commercial Lease
Commissioner Artero-Cameron made a motion to terminate the commercial lease on Lot 7159 Yigo, now known as Lot 7159-35, Yigo, for ten acres; subdivide into many lots for our beneficiaries. Seconded by Commissioner Rojas. Chairman Garrido called for a vote. APPROVED. 3-0.

C. Designation of Signatories for Bank of Guam Accounts
Motion to designate the Chairman and Commissioner Rojas to be the signatories for the CLTC bank accounts with BOG. Motion made by Commissioner Artero-Cameron, seconded by Commissioner Rojas. Chairman Garrido called for a vote. APPROVED. 3-0.

D. GWA Deep Well Y-15 (L7116)
Present online is Van Verango (GWA).
GWA will survey the lot that will be affected. The survey that is conducted will not violate any setbacks. AAD Cruz and G. Eay visited Mr. Concepcion.
Motion to accept the mapping as well as doing the survey, and no deterrence to the use of the property. Motion by Commissioner Artero-Cameron, seconded by Commissioner Rojas. Chairman Garrido called for a vote. APPROVED. 3-0.
Motion to authorize Chairman Garrido to sign the map on behalf of the CHamoru Land Trust Commission. Motion by Commissioner Artero-Cameron, seconded by Commissioner Rojas. Chairman Garrido called for a vote. APPROVED. 3-0.

VII. **Public Comment(s)** - NONE

IX. **Next Meeting** – Thursday, January 15, 2025, at 1:00 PM, CLTC Conference Room, Suite 223, ITC Building, Tamuning, Guam 96913

X. **Adjournment**
Commissioner Artero-Cameron motioned to adjourn the meeting at 1:21 PM and seconded by Commissioner Rojas. Chairman Garrido called for a vote. APPROVED. 3-0.

Transcribed by: Jessica Dayday, Land Agent III

Approved by motion in the meeting of _____

Acting Chairperson Earl J. Garrido _____ Date _____

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Administrative Director's Report



Old Business

Kumision Inangokkon Tano' CHamoru
(CHamoru Land Trust Commission)

P.O. Box 2950 Hagåtña, Guåhan 96932 • Phone: (671)300-3296 • Fax: (671)300-3319 • Email: cltc.admin@cltc.guam.gov

Lourdes A. Leon Guerrero
I Maga'Haga
Governor of Guam

Joshua F. Tenorio
I Segundo Maga'Lahi
Lt. Governor of Guam

Commission Members

Earl J. Garrido
Acting Chairperson

Joseph F. Artero-Cameron
Commissioner

Fabrienne Cruz Respicio
Commissioner

Jeremy J. Rojas
Commissioner

Vacant
Commissioner

Joseph B. Cruz Jr.
Acting Administrative Director

December 30,2025

Daniel Chu
President
Global Recycling Center, Inc.
P.O.Box 11792
Tamuning, GU 96931

SUBJECT: PHASE 1 ENVIRONMENTAL STUDY

Buenas Yan Hafa Adai Mr. Chu!

In response to the email received by the CHamoru Land Trust Commission (CLTC) from Mr. Danny Wu on December 3, 2025, regarding clarification on the study requested by CLTC, I would like to inform you that CLTC is requesting a Phase 1 Environmental Study for Lot 10122-15 in the Municipality of Dededo. This lot has been utilized by Global Recycling Center Inc. under the Authorization to Occupy issued by the previous Director, Mr. Michael J.B.Borja on January 6, 2015. Time is of the essence for this project, and your immediate action is required to address the request.

If you have any questions or concerns, please contact Mr. Joey Cruz or Dexter Tan at (671) 300-3296.

Senseramente,

Earl J. Garrido
Acting Chairperson

Cc:
Joseph F. Artero-Cameron, CLTC Commissioner / PIO

Kumision Inangokkon Tano' CHamoru

(CHamoru Land Trust Commission)

P.O. Box 2950 Hagatña, Guahan 96932 • Phone: (671)300-3296 • Fax: (671)300-3319 • Email: clte.admin@clte.guam.gov

Lourdes A. Leon Guerrero
Governor of Guam
I Maga'Haga Guåhan

Joshua F. Tenorio
Lt. Governor of Guam
I Segundo Na Maga'Lahen Guåhan

Commission Members

Earl J. Garrido
Acting Chairperson

Joseph F. Artero-Cameron
Commissioner

Fabrienne Cruz Respicio
Commissioner

Jeremy J. Rojas
Commissioner

(Vacant)
Commissioner

(Vacant)
Administrative Director

September 16, 2025

COPY

Daniel Chu
President
Global Recycling Center, Inc.
P.O. Box 11792
Tamuning, GU 96931

SUBJECT: **PHASE 1 ENVIRONMENTAL STUDY**

Buenas yan Håfa Adai Mr. Chu!

Global Recycling has been operating a recycling facility located on Lot No. 10122-15 in the Municipality of Dededo for many years, under an Authorization to Occupy issued by the previous Director, Mr. Michael J.B. Borja, on January 6, 2015. The Authorization to Occupy states that "your company is hereby responsible for all costs associated with the utilization of this property and shall indemnify and hold harmless the Chamorro Land Trust Commission from all potential liabilities during your daily operations and maintenance of all related activities on the property as of the date of this authorization."

I am aware that on August 10, 2025, a tire fire occurred on the premises occupied by Global Recycling. As a result of the fire, I am requesting that Global Recycling conduct a Phase 1 Environmental Study. The study should be performed by an environmental engineering firm authorized to practice on Guam. The engagement letter should explicitly indicate that the report is prepared for the benefit and use of the CLTC. This study will help determine if the tire fire has caused any environmental issues and will also ensure that the operations of Global Recycling over the years have not led to any environmental concerns that need remediation.

It is crucial that you prioritize this matter without delay. Your prompt attention is greatly appreciated. Please provide our office with a written confirmation that you have retained an appropriate engineering firm to undertake this study not later than October 15, 2025.

Senseramente,

Earl J. Garrido
Acting Chairman

Attachment(s):

Authorization to Occupy dated January 6, 2015

ALAN CHU 9/16/25

Doc. No. 38GL-26-2058.*

Chamo[illegible]o Land Trust Co[illegible]mission

(Kumision Inangokkon Tano' Chamoru)

P.O. Box 2950 Hagåtña, Guåhan 96932 *Phone: 649-5263 ext. 651 Fax: 649-5383*

Eddie Baza Calvo
Governor of Guåhan

Ray Tenorio
Lieutenant Governor of Guåhan

Commission Members

David J. Matanane
Chairman

Joseph I. Cruz
Vice Chairman

Amanda L.G. Santos
Commissioner

Pascual V.A. Sablan
Commissioner

(Vacant)
Commissioner

Michael J.B. Borja
Administrative Director

January 6, 2015

Mr. Daniel Chu, General Manager
Global Recycling Center, Inc.
PO Box 11792
Tamuning, GU 96931

Subject: Authorization to Occupy

Dear Mr. Chu,

Buenas yan Hafa Adai! This is to authorize the continued use to occupy and proceed with the operation and maintenance of the recycling facility located on Lot No. 10122-15, Municipality of Dededo.

Please be advised that your company is hereby responsible for all costs associated with the utilization of this property and shall indemnify and hold harmless the Chamorro Land Trust Commission of all potential liabilities during your daily operation and maintenance of all related activities on the property as of the date of this authorization.

This authorization shall be deemed temporary and will be superseded by a commercial lease agreement upon completion of the Commercial Lease/License Rules and Regulations.

The Commission issues this authorization with the acknowledgement that all activities upon the above subject real property shall be conducted in a manner fully in compliance with any and all applicable laws, rules and regulations.

If you have any questions, please contact me at 649-5263 Ext 650.

Senseramente,

MICHAEL J.B. BORJA

Francine Fegurgur
1/8/15

Rev. 10/16/2014

Gmail Dexter Tan <dexter.tan@cltc.guam.gov>

Phase 1 environmental Study

6 messages

Dexter Tan <dexter.tan@cltc.guam.gov> Mon, Oct 6, 2025 at 11:07 AM
To: grcguam@gmail.com
Cc: Joey Cruz <joey.cruz@cltc.guam.gov>

Good afternoon Mr. Chu,

This is a reminder regarding the letter (see attached) that was delivered to your office on September 16, 2025. If you have any questions or concerns, please feel free to contact me at (671)300-3317.
Thank you, and I hope you have a great week.

--
Respectfully,
Dexter L.H. Tan
Program Coordinator
CHamoru Land Trust Commission

Global Recycling Phase 1 Environmental Study 09.16.2025.pdf
102K

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grcguam <grcguam@gmail.com> Mon, Oct 6, 2025 at 12:52 PM
To: Dexter Tan <dexter.tan@cltc.guam.gov>
Cc: Joey Cruz <joey.cruz@cltc.guam.gov>

Hi Dexter,

As per our conversation, We are facing some issues in regards to finding an engineering company that can help us conduct phase 1 environmental study. We are requesting CLTC's assistance to help us find qualified vendors and an extension to get the work done.

Danny Wu
Admin Assistant
Global Recycling Center
[Quoted text hidden]

---

grcguam <grcguam@gmail.com> Wed, Dec 3, 2025 at 4:52 PM
To: Dexter Tan <dexter.tan@cltc.guam.gov>
Cc: Joey Cruz <joey.cruz@cltc.guam.gov>

Hi Dexter,

Attached are the proposals we received from unitek. We found some ambiguity in the request which we require CLTC to be more specific in the study that's requested from you. Can you give us an advice on which one we need.

Danny Wu
[Quoted text hidden]

2 attachments

Tire Fire Global Soil Residue Testing Proposal 3025.11.25.pdf
139K

Limited Phase I Prop, Global Recycling Center 2025.pdf
207K

Dexter Tan <dexter.tan@cltc.guam.gov> Wed, Dec 3, 2025 at 4:56 PM
To: grcguam <grcguam@gmail.com>
Cc: Joey Cruz <joey.cruz@cltc.guam.gov>

Good afternoon Mr. Wu,

Thank you for sending over the Unitek proposals.
We will review the attached documents with the Commissioners and legal Counsel.
Thank you.

[Quoted text hidden]

UEG

Unitek Environmental Guam

P.O. Box 24607, Barrigada, Guam. Tel: 671-565-3151; Fax: 671-565-3391
Email: unitek@ite.net

November 24, 2025

VIA EMAIL: grcguam@gmail.com

Yuan Chen "Danny" Wu
Global Recycling Center
169 Batullo St.
Dededo, GU 96929

Reference: Proposal for Limited Phase I Environmental Site Assessment at Global Recycling Center, Dededo, Guam

Dear Mr. Wu:

Unitek Environmental-Guam is pleased to submit our proposal to provide professional consulting services for a Limited Phase I Environmental Site Assessment at Global Recycling Center, Dededo, Guam. Global Recycling Center, Dededo, Guam. Typically, a standard Phase I Environmental Site Assessment in accordance with ASTM standard E 1527 requires the entire parcel to be assessed at the time of real estate transaction to protect the liability of the buyer and/or lender. A standard "Phase I" investigation is specifically designed to aid buyers of commercial real estate in determining if potential environmental liabilities are associated with a property.

In this case, a much more limited scope of assessment has been requested applicable to a small portion of Parcel M05 L10122-15 along approximately 200 linear feet of the northeast boundary of the parcel where a fire incident burned a fence wall of bailed tires on or around August 10, 2025. The purpose of this limited environmental site assessment is to evaluate and document the immediate and most recognizable potential environmental concerns or contamination of the subject property in relation to this specific fire event only. Although this site assessment is not designed to include "all appropriate inquiry into the previous ownership and uses of the property consistent with good commercial or customary practice" as defined in 42 USC § 9601(35)(B), the information obtained may reduce future liabilities for all parties involved in financing and managing the property.

Unitek Environmental has performed investigations of this type for over 30 years. Our reputation for professionalism and long history has enabled Unitek to obtain and maintain $5,000,000.00 of professional liability insurance giving our clients added security.

As part of this Limited Phase I assessment, Unitek will evaluate environmental concerns on the property specific to the tire fire incident which include hazardous chemical materials, hazardous chemical wastes, and surface/subsurface contamination. Highlights of the environmental assessment activities are as follows:

Field Investigations

1. Personal Interviews

   Unitek will meet with representatives of the property owner or other individuals familiar with the subject site and fire incident to obtain any significant information on the property's current and historical uses associated with area of concern.

2. Hazardous Chemicals, Hazardous Chemical and Toxic Waste, and Surface/Subsurface Contamination

   Unitek's environmental consultant will inspect, as accessible, the subject property for indicators of environmental contamination or situations which may require further investigation and/or corrective action. This will include:

   a. Inspecting the property for visual for surface and subsurface soil contamination.
   b. Reviewing site containment and cleanup procedures used, chemical storage and use practices, container labels and material data safety sheets, and the potential to contribute to contamination of the subject property
   e. Visual site inspection of the subject property's current environmental condition regarding potential, hazardous chemical and toxic accumulations or waste.

3. Surrounding Community

   A survey of the surrounding properties will be conducted to provide data relating to hazardous chemical users and hazardous waste generators, and any pending remedial environmental actions that may impact the subject property.

Preparation of Environmental Assessment

Unitek will compile the information collected and prepare a preliminary site survey report. The environmental assessment report will include:

Scope of the Assessment	Site Description
Hazardous Chemical Materials	Hazardous Chemical Wastes
Surface/Subsurface Contamination	Sources of Information
Photographic Documentation	

The investment for the above scope of work is $2,750.00. Completion of the limited phase 1 report is generally 2 weeks from notice to proceed. If you have any questions with regards to this proposal, please feel free to contact us.

Respectfully,

Brad C. Wolfe
Vice President

UEG

Unitek Environmental Guam

P.O. Box 24607 GMF Barrigada, Guam 96921 Ph. (671) 565-3151 Fax (671) 565-3391

November 25, 2025

VIA EMAIL: grcguam@gmail.com

Yuan Chen "Danny" Wu
Century 21 Realty Management
Global Recycling Center
169 Batullo St.
Dededo, GU 96929

Reference: Proposal for Tire Fire Site Soil/Residue Testing

Dear Mr. Wu:

Unitek Environmental-Guam (Unitek) is pleased to present this price quotation to provide soil/residue sample collection, handling, shipping and laboratory analysis and reporting with recommendations at the tire fire site at the northeast portion of Lot M05 L10122-15, Dededo, Guam. The scope of the proposed assessment will be to test the surface soil 0-2 inches in depth in the location affected by the tire fire (cleanup has already been completed). This will be the minimum scope to check if soil remaining in the fire location have been contaminated with any hazardous constituents or oil above environmental screening levels which would require cleanup of the site.

Unitek proposes collecting one (1) 50-point composite sample from affected areas in the location of the former estimated 200 feet of bailed tire fence where the fire occurred and was extinguished. Samples will be tested for volatile organic compounds, semi-volatile organic compounds, total petroleum hydrocarbons, polynuclear aromatic hydrocarbons (PAH)s, RCRA 8 metals, and dioxins/furans. A report will be provided with a summary of results and recommendations.

The costs for the above scope of work will be $7,475.00 for approximately 3.5 week turnaround time to have results. Unitek will provide a sampling and analysis plan (SAP) for submittal to GEPA if required for approval prior to performance of the above scope of work for an additional cost of $1200.00.

Note: * The above total cost is based on GEPA approving the above scope of work as-is. If GEPA should require additional testing above what is proposed above, costs will need to be increased. Unitek will require advance payment for the above-described services. If you have any questions or would like to schedule the sampling event, please contact me at 565-3151 or 687-1310.

Respectfully,

Brad C. Wolfe

Brad C. Wolfe
Vice President

_____
Approved by Date



New Business



Constituent Matters

CHamoru Land Trust Commission
Land Agent Staff Report

JAMES SABLAN CRUZ
Agricultural Applicant

I. MATTERS:
Approval to be issued a lease for Tract 18113, Block 1, Lot 1 in Mangilao

II. LEGAL REFERENCES:
1. In the July 17, 2025 the Board of Commissioners approved the motion to approve lease awards for parcels that have already been surveyed on parcels that are registered.
2. In the November 20, 2025 the Board of Commissioners approved the motion to revert applications with change of type to the original application type.

III. FACTS:
1. Applicant's Date and Time: December 4, 1995 at 12:44 PM
2. Applicant's Application Number: #0000963
3. Original Application Type: Residential
4. Lot Description: Tract 18113, Block 1, Lot 1, Mangilao containing ±2,021 square meters
5. Survey Map: 108FY2014, IN #868911
6. Priority: 2
7. Preoccupier: No
8. Land Use Permit (LUP): No
9. Mayor's Certification: None
10. Recorded Lease: N/A
11. Unrecorded Lease: N/A
12. Lease Fee Paid: N/A
13. Is this a Registered Property: Yes
14. Residing on Private Property: No
15. Residing on Guam Ancestral Lands Property: No
16. Part of Null and Void Listing: No
17. Part of 2018 Ratified Listing: N/A
18. Part of 1995 Listing: No
19. Part of OPA Audit Listing: No
20. Lease Approved by CLTC Board of Commissioners: N/A

IV. CHRONOLOGY:
1. December 10, 1999: Received Lot No. 7-3, Tract 222 in Yona through a Deed of Gift as recorded on December 10, 1999, DN #641340 which changed priority from one (1) to two (2)
2. September 25, 2007: Agriculture Interview naming his daughter, Dana Marie Cruz as his successor
3. September 27, 2007: Approval for the August 25, 2007 request to change application type residential to agricultural by Joseph M. Borja, Administrative Director
4. October 9, 2014: Agriculture lease prepared but not notarized by Michael J.B. Borja, Administrative Director and Mr. Cruz
5. August 25, 2022: Mr. Cruz submitted his notarized request to revert to his original application type "Residential".

6. August 30, 2022: Approved as having meet the requirements for the Chamorro Land Trust Commission program as per GCA Chapter 75A by Acting Administrative Director, Angela Camacho

7. November 29, 2022: 2022 Property Tax Statement for the period of January 01, 2022 to December 31, 2022 issued to James Sablan Cruz for Tract 18113, Block 1, Lot 1 Municipality 07 (Mangilao) in the amount of Forty-three dollars and eighteen cents ($43.18)

8. January 24, 2023: Payment for the 2022 Property Tax for the period of January 01, 200 to December 31, 2022 issued to James Sablan Cruz for Tract 18113, Block 1, Lot 1, Municipality 07 (Mangilao) in the amount of Forty-three dollars and eighteen cents ($43.18).

9. July 6, 2023: Site visit conducted by Land Agents Jhoana Casem and Jessica Dayday found there is no access to Tract 18113, Block 1, Lot 1 in Mangilao

V. SUMMARY:

Mr. James Sablan Cruz has a recorded survey map 108FY2014 IN 968991 and has not been issued an agricultural lease

VI. BOARD OF COMMISSIONERS' ACTIONS:

Approval for an agricultural lease award to James Sablan Cruz for Tract 18113, Block 1, Lot 1 in Mangilao containing ±2,021 square meters with recorded survey map instrumental number 868911; FY number 108FY2014 based the Chamorro Land Trust Commission Board of Commissioners' July 17, 2025 decision to approve leases for parcels that have already been surveyed on parcels that are registered.

CHamoru Land Trust Commission
Land Agent Staff Report

JAMES SABLAN CRUZ
Agricultural Applicant

I. MATTERS:
Approval to be issued a lease for Tract 18113, Block 1, Lot 1 in Mangilao

II. LEGAL REFERENCES:
1. In the July 17, 2025 the Board of Commissioners approved the motion to approve lease awards for parcels that have already been surveyed on parcels that are registered.
2. In the November 20, 2025 the Board of Commissioners approved the motion to revert applications with change of type to the original application type.

III. FACTS:
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2. Applicant's Application Number: #0000963
3. Original Application Type: Residential
4. Lot Description: Tract 18113, Block 1, Lot 1, Mangilao containing ±2,021 square meters
5. Survey Map: 108FY2014, IN #868911
6. Priority: 2
7. Preoccupier: No
8. Land Use Permit (LUP): No
9. Mayor's Certification: None
10. Recorded Lease: N/A
11. Unrecorded Lease: N/A
12. Lease Fee Paid: N/A
13. Is this a Registered Property: Yes
14. Residing on Private Property: No
15. Residing on Guam Ancestral Lands Property: No
16. Part of Null and Void Listing: No
17. Part of 2018 Ratified Listing: N/A
18. Part of 1995 Listing: No
19. Part of OPA Audit Listing: No
20. Lease Approved by CLTC Board of Commissioners: N/A

IV. CHRONOLOGY:
1. December 10, 1999: Received Lot No. 7-3, Tract 222 in Yona through a Deed of Gift as recorded on December 10, 1999, DN #641340 which changed priority from one (1) to two (2)
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5. August 25, 2022: Mr. Cruz submitted his notarized request to revert to his original application type "Residential".

6. August 30, 2022: Approved as having meet the requirements for the Chamorro Land Trust Commission program as per GCA Chapter 75A by Acting Administrative Director, Angela Camacho

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8. January 24, 2023: Payment for the 2022 Property Tax for the period of January 01, 200 to December 31, 2022 issued to James Sablan Cruz for Tract 18113, Block 1, Lot 1, Municipality 07 (Mangilao) in the amount of Forty-three dollars and eighteen cents ($43.18).

9. July 6, 2023: Site visit conducted by Land Agents Jhoana Casem and Jessica Dayday found there is no access to Tract 18113, Block 1, Lot 1 in Mangilao

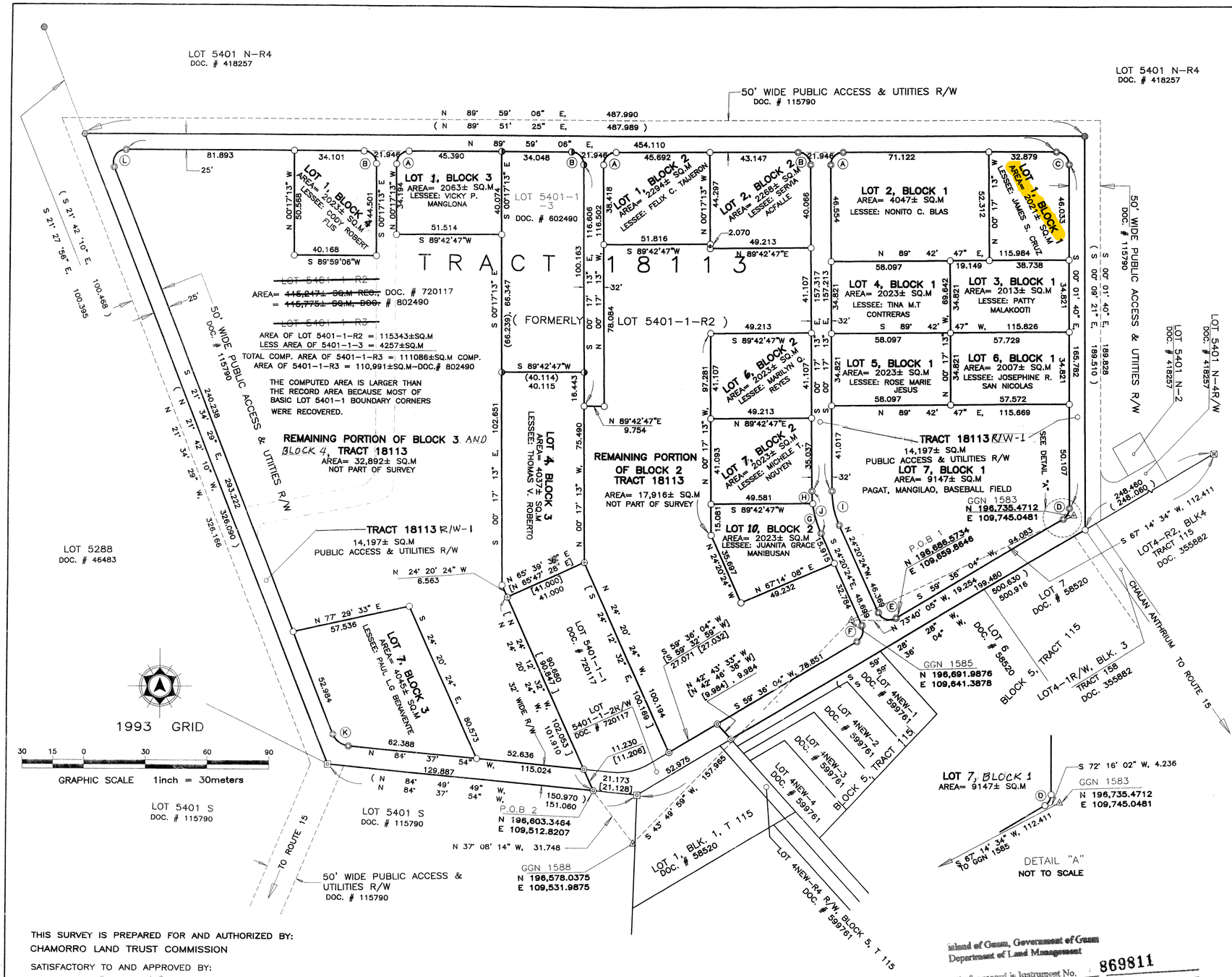
V. SUMMARY:

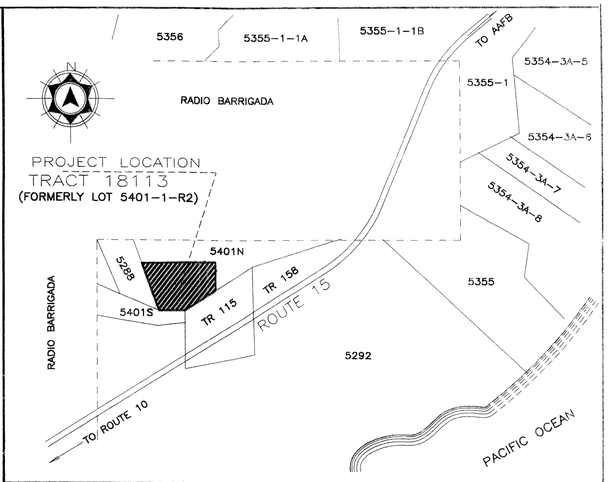
Mr. James Sablan Cruz has a recorded survey map 108FY2014 IN 968991 and has not been issued an agricultural lease

VI. GUIDANCE:

Approval for an agricultural lease award to James Sablan Cruz for Tract 18113, Block 1, Lot 1 in Mangilao containing ±2,021 square meters with recorded survey map instrumental number 868911; FY number 108FY2014 based the Chamorro Land Trust Commission Board of Commissioners' July 17, 2025 decision to approve leases for parcels that have already been surveyed on parcels that are registered.

869811





VICINITY MAP 9 NOT TO SCALE

REFERENCES :

1. DWG. No. C4-70T542, PREPARED BY LAND MANAGEMENT GOV'T OF GUAM, DOC. # 115790
2. DWG. # 14-89T340, L.M# 367-FY89, PREPARED BY DEPARTMENT OF LAND MANAGEMENT RECORDED UNDER DOC. # 418257
3. L.M DWG. # MS-031605, 137-FY2005, PREPARED BY M.S. SANTOS, PLS 53, DOC. # 720117.

NOTES :

1. SURVEY WAS BASED ON FOUND CORNERS AS SHOWN.
2. ALL DISTANCES ARE IN METERS UNLESS OTHERWISE NOTED.
3. BEARINGS AND DISTANCES WITHIN PARENTHESES ARE RECORD DATA(1963), IN BRACKET (1993), OTHERS ARE 1993 VALUES.
4. SUBJECT LOTS ARE ZONED "A" AGRICULTURAL PER 1967 NORTH ISLAND OFFICIAL ZONING MAP F3-67S41.
5. THERE ARE NO AS-BUILT WITHIN THE SUBJECT LOTS AS OF APPROVAL OF THIS MAP.

SYMBOLS

- △ GGN STATION
- ○ # 4 REBAR SET WITH PLASTIC CAP MARKED PLS 54
- ⊠ PRE-WAR CONC. MON. FOUND
- ◉ 2.50 INCH DIA. METAL MARKED DLM FOUND, DOC. # 418257
- ⊡ 4" X 4" CONC. MON. FOUND NO I.D, DOC. # 115790
- ◎ CORNER INVESTIGATED NOT FOUND/ REBAR SET WITH PLASTIC CAP MARKED PLS 54
- ⊕ #4 REBAR FOUND W/PLASTIC CAP MARKED PLS 53, DOC. # 720117
- ◎ 4"X4" CONC. MON. SET MARKED PLS 54
- ◑ # 4 REBAR FD. WITH PLASTIC CAP MARKED PLS 19, DOC. # 802490

CERTIFICATION

THIS MAP HAS BEEN EXAMINED FOR CONFORMANCE WITH TITLE 21, GUAM CODE ANNOTATED, CHAPTER 60, ARTICLE 5, UNIFORM TRIANGULATION SYSTEM AND REGULATIONS, THEREUNDER ON THIS 23rd DAY OF Sept., 2014.

PAUL L. SANTOS, PLS 68
GUAM CHIEF SURVEYOR/CHIEF OF CADASTRE

APPROVAL PURSUANT TO TITLE 21, GUAM CODE ANNOTATED, CHAPTER 621, SUBDIVISION LAW.

MARVIN Q. AGUILAR
GUAM CHIEF PLANNER — DATE 9-15-2014

CERTIFICATE OF SURVEYOR

I, ROBERTO R. VENTURA, HEREBY CERTIFY THAT THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, THAT IT IS BASED ON A FIELD SURVEY MADE IN JUNE 15-19, 2007, IN CONFORMANCE WITH ALL APPLICABLE LAWS AND REGULATIONS, THAT I AM RESPONSIBLE FOR THE ACCURACY OF ALL DATA AND INFORMATION SHOWN HEREON, I ALSO CERTIFY THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED ON THIS MAP.

ROBERTO R. VENTURA, P.L.S. # 54 — DATE 8-06-14

ROBERTO R. VENTURA — CERTIFICATE NO. 54 — PROFESSIONAL LAND SURVEYOR — GUAM

EXPIRES: 30 APRIL 2015

THIS SURVEY IS PREPARED FOR AND AUTHORIZED BY:
CHAMORRO LAND TRUST COMMISSION

SATISFACTORY TO AND APPROVED BY:

MICHAEL J.B BORJA
ADMINISTRATIVE DIRECTOR
CHAMORRO LAND TRUST COMMISSION
DATE AUG 11,2014

CURVE DATA					
CURVE	△	R	LC	C	CHB
A	90° 16' 19"	6.096	9.605	8.642	N 44° 50' 56.5" E
B	89° 43' 41"	6.096	9.546	8.600	S 45° 09' 03.5" E
C	89° 59' 14"	6.096	9.575	8.621	S 45° 01' 17" E
D	59° 37' 44"	6.096	6.344	6.061	S 29° 47' 12" W
E	96° 03' 32"	6.096	10.220	9.064	N 72° 22' 10" W
F	83° 56' 28"	6.096	8.931	8.153	S 17° 37' 50" W
G	17° 05' 47"	50.000	14.919	14.864	N 15° 47' 31" W
H	06° 57' 24"	50.000	6.071	6.067	S 03° 45' 55" E
I	24° 03' 11"	40.246	16.896	16.772	N 12° 18' 48.5" W
J	24° 03' 11"	50.000	20.990	20.837	S 12° 18' 48.5" E
K	63° 03' 25"	9.304	10.239	9.730	N 53° 06' 11" W
L	111° 33' 35"	6.096	11.869	10.081	N 34° 12' 18.5" E

SPECIAL NOTE

1. AS PER PUBLIC LAW 31-170, SEC. 3(a),THIS SUBDIVISION SURVEY MAP IS EXEMPTED FROM THE REQUIREMENT OF PL 28-126 RELATIVE TO SUBDIVISION AND RECORDATION PROCEDURES.
2. THE LOT AND BLOCK NUMBERS SHOWN HERE IN ARE PART OF THE OVERALL SUBDIVISION PLAN BEING PREPARED BY THE DEPARTMENT OF LAND MANAGEMENT, SURVEY DIVISION.

CHECKED BY,

FRANK TAITANO
PLANNER, DLM — DATE 8-15-14

PIERCE CASTRO
ENG'G. TECH I, DLM — DATE 9-17-2014

EDGARDO K. TAGUIAM
CARTOGRAPHIC SUPERVISOR, DLM — DATE 9.23.14

Island of Guam, Government of Guam
Department of Land Management
File for record is Instrument No. 869811
For the Year 14, Month 09, Day 24, Time 1:57
Recording Fee 2.15 Receipt No 37541
Deputy Recorder AJBanfiftal

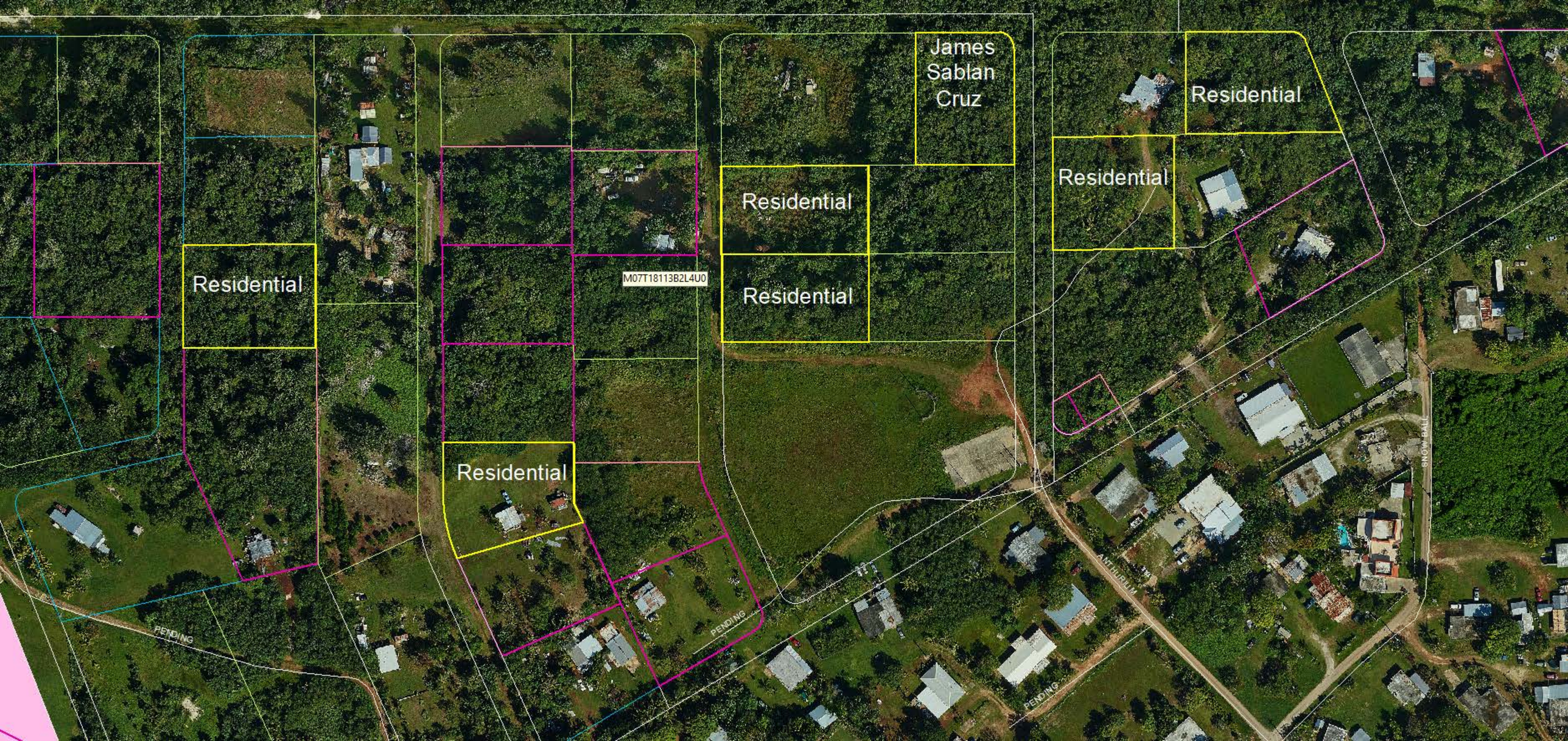
SUBDIVISION SURVEY MAP
OF
TRACT 18113
(FORMERLY LOT 5401-1-R3)
(FOR LEASE PURPOSES ONLY)
MUNICIPALITY OF MANGILAO
(FORMERLY MUNICIPALITY OF BARRIGADA)

L.S. 18 — SEC. 1

SURVEY DATA		DATE	LOT DATA	
FIELD BY:	RA/RP	JUNE 2007	LOT NO.	5401-1
BOOK NO:	RRV-2006		CERTIFICATE NO.	34262
COMPUTED BY:	RRV	JUNE 2007	REGISTERED ON:	SEPT. 1, 1972
DRAWN BY:	RRV	JUNE 2007	IN THE NAME OF:	
RESEARCHED BY:	RRV	JUNE 2007		GOVERNMENT OF GUAM
CHECKED BY:	RRV	JUNE 2007		
SHEET 1 OF 1		SCALE AS SHOWN		
DRAWING NO.	RRV07-40TM-PJ		L.M No. 108 -FY 2014	

ROBERTO R. VENTURA
PROFESSIONAL LAND SURVEYOR No. 54
P.O. BOX 8645 TAMUNING, GUAM 96931
TEL. No. 637-7139
CELL NO. 688-3698

14524


James Sablan Cruz
Residential
Residential
Residential
Residential
Residential
Residential
M07T18113B2L4U0
PENDING
PENDING
PENDING
ANTHURIUM
SNOW BALL

CHamoru Land Trust Commission

Land Agent Staff Report
RODNEY TENORIO PEREZ

I. MATTER:

Mr. Rodney Tenorio Perez is requesting to be deemed an eligible beneficiary

II. LEGAL REFERENCES:

1. Guam Code Annotated § 75A101.2 (b) (1) Persons shall be considered eligible beneficiaries if the United States acquired land on which they did not hold title or ownership, but that they nevertheless had either occupied, farmed, or ranched land for residential or agricultural purposes for at least one (1) year immediately prior to that land being acquired by the United States government between 1898 and 1968 or descendants of such person; except that if a person occupied, farmed, or ranched the land on or after December 8, 1941, and the land was acquired at any time after that date and up to 1950, the one (1) year tenure need not have occurred immediately prior to acquisition by the United States government. To be eligible under this provision, an applicant must sign a declaration or affidavit setting forth, in sufficient detail and under penalty of perjury, the following facts to the extent known or reasonably ascertainable by the applicant: (A) the location, by parcel number, address, legal description, or other legally-recognized identifier, of the land that was claimed to have been occupied, farmed, or ranched; (B) the name of the person or persons who occupied, farmed, or ranched the land; (C) the length of time the person(s) continuously occupied, farmed, or ranched the land; (D) the legal owner of the land and the relationship between the owner and the person who occupied, farmed, or ranched the land, including whether any compensation or rent was paid to the owner; (E) a description of the nature of the person's activity on the land, including whether the land was used for residential or agricultural purposes; (F) if the land was farmed or ranched, the type of activity being conducted on the land (such as the types of crops harvested or animals raised); and (G) whether the person improved the land in any way and the nature of such improvements.

2. Guam Code Annotated § 75A101.2 (b) (2) The applicant shall be required to use his or her best efforts to obtain the information described above and to provide documentation demonstrating that he or she is the descendent of the person or persons who occupied, ranched, or farmed the land. Based upon review of the documentation, declarations, or affidavits, and any additional research the Commission conducts, the Commission shall determine whether the person is an eligible beneficiary. For purposes of this provision, a person shall be deemed to have "occupied" land if he or she maintained his or her primary residence on the land.

III. FACTS:

1. Applicant's Date and Time: August 17, 2001 at 11:10 AM #5597
2. Original Application Type: Residential

IV. CHRONOLOGY:

1. August 17, 2001 – Rodney Tenorio Perez's residential application was received at former CLTC Tiyan office at 11:10 a.m. and was issued numerical designation #5597
2. March 23, 1998 – Non-refundable application fee of $50.00 paid with receipt no. A991183111
3. August 15, 2025 – Mr. Perez submitted his August 12, 2025 family tree form and supporting documents

4. September 12, 2025 – Mr. Perez submitted his affidavit for eligibility OCCUPIED, FARMED OR RANCHED

5. September 12, 2025 – Mr. Perez's GCA 75A Eligibility Packet submitted for review

6. September 29, 2025 – Glenn R. Eay, Acting Land Agent Supervisor stated the request requires the CLTC Board of Commissioners approval.

V. FINDINGS:

July 7, 1947 Judgment on Declaration of Taking Civil Case 16-47, the Naval Government of Guam acquired Lot 380 in Agana now known as Hagatna from Joaquin Cruz Perez

VI. SUMMARY:

Mr. Rodney Tenorio Perez's September 12, 2025 affidavit states his father, Antonio Quitongico Perez was utilizing Joaquin Cruz Perez's Lot 380 in Agana for unknown period of time up to July 7, 1947. Mr. Perez is of the opinion his father Antonio Quitongico Perez is a descendant of the Joaquin Cruz Perez, land owner. However, he is unable to provide documents for confirmation. According to Mr. Perez's affidavit there was no compensation or rent paid because it was family property but any expenses including taxes were shared. Lot 380 in Agana was place of the family home and is unaware if there was any farming activity conducted. According to Mr. Perez's affidavit the family house was rebuilt after the liberation of Guam and prior to the taking of the property. Mr. Rodney Tenorio Perez is requesting to be deem an eligible beneficiary under 21 GCA, Chapter 75A based on his September 12, 2025 affidavit for eligibility Occupied, Farmed or Ranched (CLTC AFF-002) stating his father, Antonio Quitongico Perez and siblings were utilizing Joaquin Cruz Perez's Lot 380 in Agana for unknown period of time up to July 7, 1947 when it was acquired by the Naval Government of Guam.

VII. GUIDANCE:

Title 21, Chapter 75A of the Guam Code Annotated § 75A101.2 Verification of Eligible Beneficiaries (b) (2) place the approval of the status of "Eligible Beneficiary" is upon review of the documentation, declarations, or affidavits, and any additional research the Commission conducts, the Commission shall determine whether the person is an eligible beneficiary.

Kumision Inangokkon Tano' CHamoru

(CHamoru Land Trust Commission)

P.O. Box 2950 Hagåtña, Guåhan 96932 *Phone: 649-5263 ext. 815*

AFFIDAVIT FOR ELIGIBILITY
OCCUPIED, FARMED, OR RANCHED

Rodney T. Perez, being first duly sworn, deposes and says that:

1. The name of the individual seeking verification of eligibility is:
Rodney T. Perez

2. The individual, or their descendant, occupied, farmed, or ranched land on Guam for residential or agricultural purposes for at least one (1) year immediately prior to that land being acquired by the United States government between 1898 and 1968. If that land was acquired between December 8, 1941 and January 1, 1950, the one (1) year tenure need not have occurred immediately prior to the acquisition by the United States government.

3. The land acquired by the United States government is identified as one of the following:

☐ Parcel Number: According to the Judgment there is no parcel number listed

☐ Address: San Ignacio Agana

☐ Legal Description: Lot 380 in Agana now known as Hagatna

☐ Other Identifier: GC 265

The date the land was acquired by the United States: July 7, 1947 Civil Case 16-47

4. The name of the person or persons who occupied, farmed, or ranched the land:
Antonio Quitongico Perez, his mother and siblings were living on the lot

5. The length of time the person or persons listed above continuously occupied, farmed, or ranched the land: up to the time the property was taken away

6. The legal owner of the land: Joaquin Cruz Perez

7. The relationship between the legal owner of the land and the person or persons who occupied, farmed, or ranched the land: Family member

Kumision Inangokkon Tano' CHamoru

(CHamoru Land Trust Commission)

P.O. Box 2950 Hagåtña, Guåhan 96932 *Phone: 649-5263 ext. 815*

8. Compensation or rent, if any, that was paid by the person or persons who occupied, farmed, or ranched the land to the legal owner: It was family owned property, there was no rent paid but any expenses including property taxes were shared

9. Description of the nature of the person's or persons' activity on the land, including whether the land was used for residential or agricultural purposes:

Lot 380 in Agana was the place of the family home.

10. The type of activity being conducted on the land, such as the types of crops harvested or animals raised: It is unknown if there was any farming activity or animals raised It was the place of the family home.

11. If the person or persons improved the land, the nature of any improvements (if not applicable, list N/A): The family had to rebuild the family after the Liberation of Guam and prior to the taking of the property.

12. The undersigned makes these statements on behalf of themselves or as a representative of the applicant via a power of attorney.

Signature

12 Sept. 2025
Date

Subscribed and sworn to before me this 12 day of September, 20 25 by RODNEY T. PEREZ.

NOTARY PUBLIC

JOSEFINA GUEVARA JAVELLANA
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: JUNE 10, 2029
Commission Number NP: 25-085 JP
400 Route 8 Ste 101 Maite Gu 96910

NOTARY PUBLIC IN AND FOR GUAM, USA

Doc. No. 38GL-26-2058.*

CHamoru Land Trust Commission
Land Agent Staff Report

BERTHA FEJERAN YUSTINICH (DEC)
Agriculture

I. **MATTER(S): Christine Fejeran San Nicolas** is requesting to be the named successor to her mother's Agriculture Lease Agreement

II. **LEGAL REFERENCE(S):**
§75A109. Successors to Lessees and Applicants. (1) Upon the death of the lessee or applicant, his interest in the tract or tracts and the improvements thereon, including growing crops (either on the tract or in any collective contract or program to which the lessee is a party by virtue of his interest in the tract or tracts), shall vest in the relatives of the decedent as provided in this paragraph. From the following relatives of the lessee, or applicant, spouse, children, grandchildren, parents, grandparents, siblings, widows or widowers of the children or siblings, or nieces and nephews, the lessee or applicant shall designate the person or persons to whom he directs his interest in the tract or tracts to vest upon his death.

III. **FACTS**
1) Applicant's Date and Time: December 5, 1995 at 8:34AM
2) Applicant's Application Number: 0001160
3) Current Application Type: Agriculture
4) Lot Description on Lease Agreement: Portion of Tract 100C Dededo
5) Lot Size: ½ acre
6) Survey Map: Lot 10171-28 Dededo based on In-House Approved Map under DWG-S-02-141 by Nestorio C. Ignacio, PLS No. 65
7) Priority: N/A
8) Preoccupier: No
9) Land Use Permit (LUP): None
10) Mayor's Certification: None
11) Recorded Lease: None
12) Unrecorded Lease: Yes
13) Lease Fee Paid: N/A
14) Is this a Registered Property: Yes
15) Residing on Private Property: No
16) Residing on Guam Ancestral Lands Property: No
17) Part of Null and Void Listing: No
18) Part of 2018 Ratified Listing: Yes
19) Part of 1995 Listing: No
20) Part of OPA Audit Listing: No
21) Lease Approved by CLTC Board of Commissioners: Yes
22) 75A Qualified: Yes

IV. **CHRONOLOGY**
1) December 5, 1995 – Bertha Fejeran Yustinich submitted her Residential Application under App. No. 0001160
2) July 7, 1998 – Ms. Yustinich requested to change her application type from Residential to Agriculture. Approved by Joseph M. Borja on July 29, 1998.

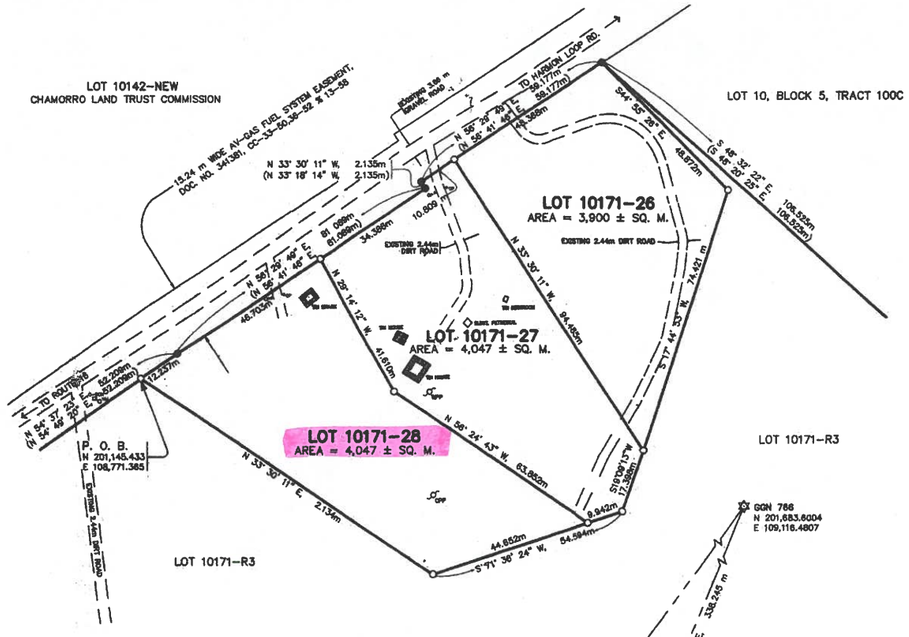
3) November 13, 2001 – Certification of Residence from the Dededo Mayor's Office regarding her occupancy at South Ukudo St. Macheche (Pipieline)
4) November 25, 2001 – Letter from Anthony S.A. Fejeran in regards to cutting up the area he is staying to allocate his sisters Bertha Yustinich and Lucy Araneta
5) January 16, 2002 – Approval of application for power, telephone and water services from CLTC, signed Jesse LG Perez, CLTC Deputy AD
6) March 2, 2002 – Approval of in-house map (Lot 10171-1, 2, 3) regarding the Parceling of Survey Map of Lot 10171, Municipality of Dededo prepared for CLTC
7) January 27, 2003 - Approval of in-house map (Lot 10171-26, 27, 28) regarding the Parceling of Survey Map of Lot 10171, Municipality of Dededo prepared for CLTC; in-house map number differs from the 2002 map
8) April 9, 2003 – SBA Disaster Loan Number 61699840-10, Control Number 3475-00129 issued to Bertha Yustinich for the approved SBA Loan
9) April 16, 2003 – Loan Guaranty between Ms. Yustinich and CLTC was signed and approved by AAD Joseph M. Borja
10) September 22, 2014 – Letter from AD M. Borja to Ms. Yustinich in regards to the CLTC Loan Guaranty she signed for in the amount of $65,700.00
11) December 5, 2014 – Letter from Ms. Yustinich to CLTC in regards to her cancelled loan application with SBA
12) December 31, 2014 – 2nd Notice from AD M. Borja to Ms. Yustinich in regards to the CLTC Loan Guaranty she signed for in the amount of $65,700.00
13) March 2, 2020 – Joseph Yustinich, husband, came in to submit Ms. Bertha Yustinich's Death Certificate (DOD: 02/20/2020)
14) March 5, 2020 – Notarized letter from Vincent F. San Nicolas relinquishing his interest to Christine San Nicolas (DOB: 12/22/1975) submitted to CLTC for consideration
15) March 5, 2020 – Notarized letter from Joseph Yustinich relinquishing his interest to Christine San Nicolas (DOB: 12/22/1975) submitted to CLTC for consideration
16) March 12, 2020 – Notarized letter from Christine San Nicolas in regards to taking over her mother's Agriculture Lease Agreement on Lot 10171-1 Dededo
17) June 7, 2023 – Ms. Christine submitted a follow-up letter of takeover addressed to AD A. Taijeron
18) January 9, 2026 – Verification of Eligibility Letter issued to Christine Fejeran San Nicolas as an eligible beneficiary based off 75A.

V. SUMMARY

A request has been submitted for the assignment of the **Agriculture Lease Agreement for Lot 10171-28 Dededo, comprising an area of 4,047± sqm (1-acre)**. The request is from Ms. Christine Fejeran San Nicolas, the daughter of the current lessee, Ms. Bertha Yustinich, and is supported by Ms. Yustinich's completed In-House Approved Map, based on Drawing No. MDWG-S-02-141.

VI. GUIDANCE

Christine Fejeran San Nicolas is fully qualified under the 75A eligibility requirements based on PL35-112. With the approval of this board, Ms. San Nicolas can move forward with taking over her mother's Agriculture Lease agreement with conditions.



ENLARGEMENT

SCALE: 1:800

BASIC LOT 10171

NOT TO SCALE

SPECIAL NOTE:

DATA OF LOT 10171–R28 ARE RECORD DATA AND NOT NECESSARILY FIELD CONDITION.

1993 GRID

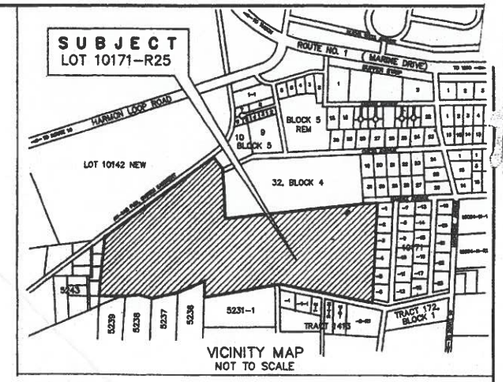
GRAPHIC SCALE

(IN METERS)

20 10 5 0 10 20 40 60 80

1 : 800

LOT 10171–R25		
LINE	BEARING	DISTANCE
1 – 2	S 48° 32' 22" E (S 48° 20' 25" E)	108.525 m (108.525 m)
2 – 3	(S 02° 58' 35" W)	(173.163 m)
3 – 4	(N 85° 39' 52" E)	(530.469 m)
4 – 5	(N 89° 59' 55" E)	(84.371 m)
5 – 6	(S 06° 12' 41" W)	(402.870 m)
6 – 7	(N 78° 01' 55" W)	(386.273 m)
7 – 8	(S 81° 59' 25" W)	(311.759 m)
8 – 9	(N 02° 11' 01" E)	(83.707 m)
9 – 10	(S 70° 46' 58" W)	(104.608 m)
10 – 11	(S 75° 37' 08" W)	(13.670 m)
11 – 12	(S 84° 28' 08" W)	(86.210 m)
12 – 13	(N 69° 03' 41" W)	(15.630 m)
13 – 14	(N 58° 42' 01" W)	(38.048 m)
14 – 15	(S 81° 34' 32" W)	(50.530 m)
15 – 16	(S 86° 46' 29" W)	(101.047 m)
16 – 17	(N 05° 09' 20" E)	(107.801 m)
17 – 18	(N 05° 36' 53" E)	(54.764 m)
18 – 19	(N 05° 42' 03" E)	(62.198 m)
19 – 20	(N 54° 43' 20" E)	(225.516 m)
20 – 21	(N 35° 10' 40" W)	(2.134 m)
21 – 22	(N 54° 46' 20" E)	(96.000 m)
22 – 23	(N 35° 10' 40" W)	(1.829 m)
23 – 24	N 54° 37' 28" E (N 54° 46' 20" E)	52.209 m (52.209 m)
24 – 25	N 56° 29' 46" E (N 56° 41' 46" E)	81.069 m (81.069 m)
25 – 26	N 33° 30' 11" W (N 33° 18' 14" W)	2.134 m (2.134 m)
26 – 1	N 56° 29' 46" E (N 56° 41' 46" E)	58.177 m (59.177 m)
AREA = 401,138.62 SQ. M. REC. = 99.12 ACRES		



VICINITY MAP
NOT TO SCALE

REFERENCES:

1. LAND REGISTRATION SURVEY MAP OF LOTS 9 & 10, BLOCK 5, LOT 32, BLOCK 4 & R/W AND BLOCK 3, REM OF TRACT 100C AND LOT 10171 BEING THAT PORTION OF TRACT 100 BETWEEN MACHECHE ROAD AND AV GAS FUEL SYSTEM LINE. PREPARED BY THE DEPARTMENT OF LAND MANAGEMENT, LAND SURVEY DIVISION, GOVERNMENT OF GUAM, L. M. NO. 418–FY91, 14–92T–422.
2. AGRICULTURAL SUBDIVISION MAP, BLOCK 3REM, TRACT 100C & LOT 10171, FOR LEASE PURPOSES PREPARED BY THE DEPARTMENT OF LAND MANAGEMENT, GOVERNMENT OF GUAM, L.M. DWG. No. 14–91 T 419, L.M. CHECKED No. 466 FY 91.

NOTES:

1. SURVEY WAS BASED ON FOUND CORNERS AS SHOWN.
2. ALL DISTANCES SHOWN HEREON ARE IN METERS.
3. BEARINGS AND DISTANCES IN PARENTHESES ARE RECORD DATA, ALL OTHERS ARE 1993 VALUES.
4. SUBJECT LOTS ARE ZONED "A" AGRICULTURAL AS OF APPROVAL OF THIS MAP.
5. SUBJECT LOTS ARE OUTSIDE THE GROUNDWATER PROTECTION ZONE (GPZ)

SYMBOLS:

- ✡ GGN STATION
- ● FND. 3/4" IRON PIPE IN CONC. SET BY RLS 24, 14–92T–422.
- ⊗ CORNERS NOT RETRACED OR INVESTIGATED
- ○ NO. 4 REBAR SET WITH PLASTIC CAP MARKED PLS 65
- CONCRETE POWER POLE (CPP), WOODEN POWER POLE (WPP)
- ◦ GATE POST (GP) ● WATER METER (WM) ◘ CABLE BOX (C-BOX)

PARCELLING SURVEY MAP OF LOT 10171–R25

MUNICIPALITY OF DEDEDO

PREPARED FOR

CHAMORRO LAND TRUST COMMISSION

CERTIFICATE OF SURVEYOR

I, NESTORIO C. IGNACIO, HEREBY CERTIFY THAT THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT IT IS BASED ON A FIELD SURVEY MADE IN JANUARY 30, 2002 IN CONFORMANCE WITH APPLICABLE LAWS AND REGULATIONS. I, FURTHER CERTIFY THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITION INDICATED ON THIS MAP.

Nestorio C. Ignacio — Jan. 27, 2003

NESTORIO C. IGNACIO, PLS NO. 65 — DATE

NESTORIO C. IGNACIO CERTIFICATE NO. 65 GUAM PROFESSIONAL LAND SURVEYOR — EXPIRES: SEPT. 30, 2002

DUENAS & ASSOCIATES

SATISFACTORY TO & APPROVED BY:

for James L.G. Perez — 1-27-03

RONALD E. TEEHAN, JR. — DATE

ADMINISTRATIVE DIRECTOR
CHAMORRO LAND TRUST COMMISSION
DOC. NO. 503740 (ADMINISTRATIVE TRANSFER OF GOV. GUAM LANDS)

DWG. NO. DAI-S-02-141

KELLYLYNN FENTERAM
File Copy

Bertha Fejeran Yustinich (dec), Lot 10171-28 Dededo



CHamoru Land Trust Commission
Land Agent Staff Report

MONICA DOLORES BAZA
Agriculture

I. **MATTER(S):**
1) Request for Agriculture Lease Agreement for Lot 8-33-21 Inarajan for 1-acre

II. **LEGAL REFERENCE(S):**
1) §75A107. Leases to Eligible Beneficiaries, Licenses. (a) The Commission is authorized to lease to eligible beneficiaries the right to the use and occupancy of a tract or tracts of Chamorro Land Trust Property within the following acreage limits per each lessee:(1) not less than one quarter (0.25) acre, nor more than one half (0.50) acre for subsistence agricultural or aquaculture farming;
2) CLTC Board Meeting Minutes from July 17, 2025 - Survey Completion without Board Ratification
>> Lease for Surveyed and Registered Parcels - Acting LAS, G. Eay addressed the issue of applicants who completed surveys for their properties but were never issued leases, particularly for unregistered land. Land Agent, J. Casem clarified that leases can only be issued for parcels that are both surveyed and registered
>> Motion to Approve Surveyed Properties - Commissioner Respicio made a motion to approve leases for parcels that have already been surveyed on parcels that are registered. Seconded by Commissioner Rojas. Chairwoman Bordallo called for a vote. Motion passes 4-0.

III. **FACTS**
1) Applicant's Date and Time: December 2, 1995 at 1:19PM
2) Applicant's Application Number: 371
3) Current Application Type: Agriculture
4) Lot Description on Lease Agreement: N/A
5) Lot Size: 4,047±sqm (1-acre)
6) Master Plan Identification: Lot 8-33-21 Inarajan
7) Survey Map: 163FY2017; completed by Raymond A. Cruz, PLS 73
8) Priority: N/A
9) Preoccupier: No
10) Land Use Permit (LUP): None
11) Mayor's Certification: None
12) Recorded Lease: N/A
13) Unrecorded Lease: N/A
14) Lease Fee Paid: N/A
15) Is this a Registered Property: Yes
16) Residing on Private Property: No
17) Residing on Guam Ancestral Lands Property: No
18) Part of Null and Void Listing: No
19) Part of 2018 Ratified Listing: No
20) Part of 1995 Listing: No
21) Part of OPA Audit Listing: No
22) Lease Approved by CLTC Board of Commissioners: No
23) 75A Qualified: Yes

CHamoru Land Trust Commission
Land Agent Staff Report

IV. **CHRONOLOGY**

1) December 9, 2003 – Ms. Baza approved for an Agricultural Lease signed for a Portion of Lot 7153 (unregistered) and approved by Administrative Director Joseph M. Borja
2) June 6, 2016 - Request for relocation to CLTC office based on L7153 Yigo being unregistered
3) November 4, 2016 – Approval of relocation to Lot 8-33-21, municipality of Inarajan by Deputy Director D. Camacho
4) December 14, 2016 – Lot 7153 Yigo approved for a decline (to be recorded); form signed by Administrative Director MJBB
5) January 5, 2017 – Decline of Municipality Award under a Portion of Lot 7153, recorded at the Department of Land Management under Ins. No. 901700
6) February 6, 2020 – 163FY2017 submitted and recorded through the Department of Land Management under Map Doc No. 944751
7) February 8, 2021 – Ms. Baza submitted qualification documents referencing her eligibility under PL35-112
8) October 13, 2022 – Verification of Eligibility letter under 75A issued to Ms. Monica Dolores Baza; approved by AAD A. Camacho

V. **SUMMARY**

Ms. Baza is seeking an Agriculture Lease Agreement for 1-acre on Lot 8-33-21 Inarajan referencing 163FY2017 under Map Document No. 944751.

VI. **GUIDANCE**

Ms. Baza entered into an Agriculture lease in 2003 on a Portion of Lot 7153 Yigo, which is still unregistered today. Ms. Baza was given the opportunity to move to a different lot because of the issued area being unregistered only to hit another dead end with her surveyor. Ms. Baza understands the stipulations of the lease and will adhere to the guidelines of CLTC. With the approval of this board, Ms. Baza would like to move forward with her 1-acre Agriculture Lease on Lot 8-33-21 Inarajan property that she surveyed.

944751

NOTES :

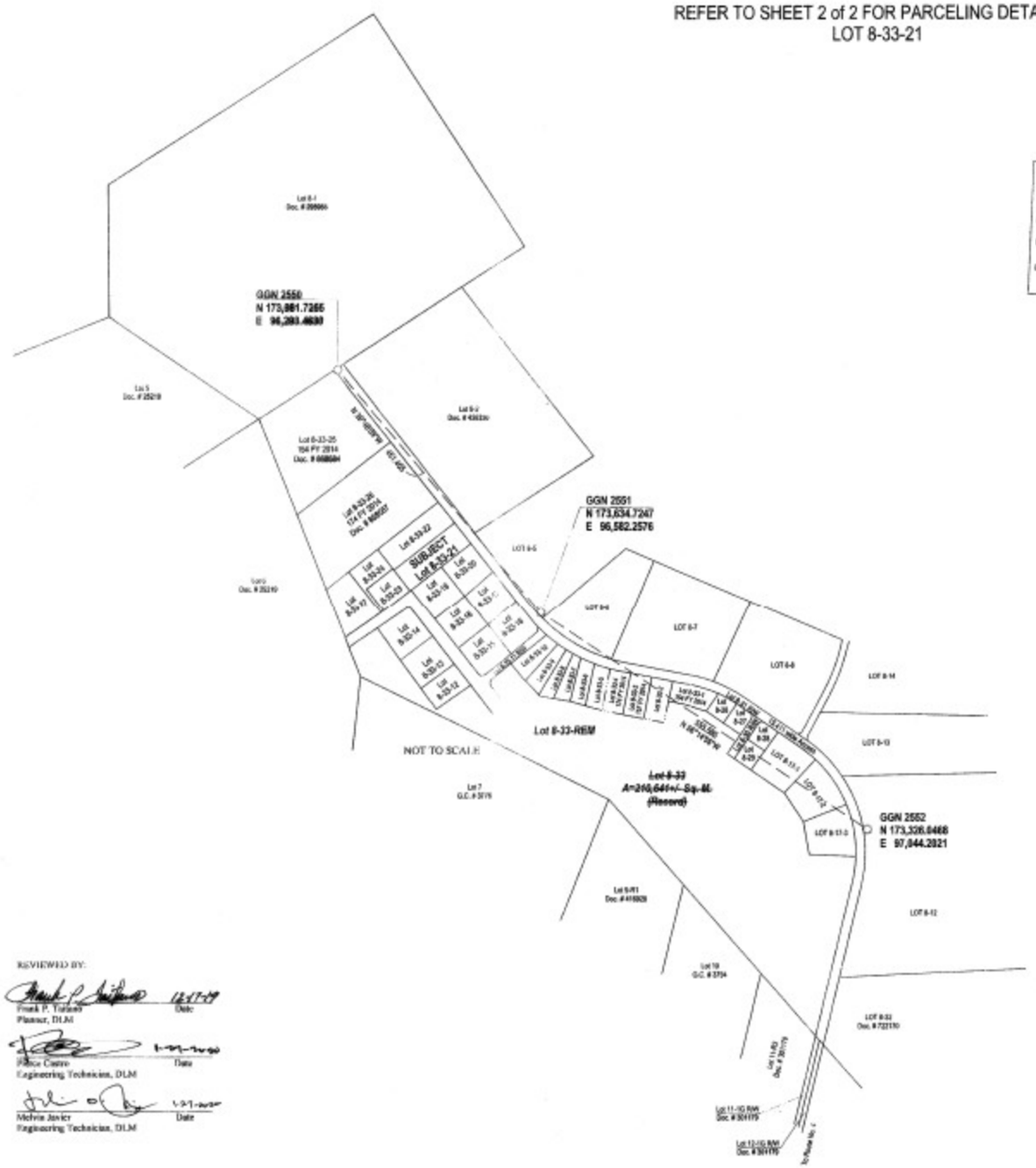
1) Survey is based on recovered monuments and Guam Geodetic Network (GGN) control marks as depicted on plan.
2) All distances are in metric measurement, unless otherwise noted.
3) Bearings and distances shown are record data consistent as per ref. no. 1 & no. 2, and are field condition and based on 1993 grid.
4) Subject Lot is zoned "A" Agricultural per 1967 Official Zoning Map, F3671548.
5) Per P.L. 28-128, Section 16(i), This is a "Lot Parceling" Survey and therefore, exempted from the map processing requirements of P.L. 28-128, Section 16(i).
6) Subject Lot is outside the Northern Aquifer.
7) Subject Lot is raw land, all other as-built are depicted on plan as of date of this map.

REFERENCES :

1) Dwg. No. RLSINA - 11, Parceling of Lot 8-33 (Lot 8-33-R & Lot 8-33-28), L.M. No. 174 FY 2014, by PLS # 73, Doc. # 888587.
2) Dwg. No. RLSINA - 10, Parceling of Lot 8-33 (Lot 8-33-1 & Lot 8-33-25), L.M. No. 154 FY 2014, by PLS # 73, Doc. # 888584.
3) Dwg. No. 2213-11-14, Agricultural Subdivision Master Plan of LOT 8, Doc. # 880737.
4) Scheme NO, M06-007, Proposed Lot Scheme of Lot 8-33-22.

1993 GRID

REFER TO SHEET 2 of 2 FOR PARCELING DETAIL OF LOT 8-33-21



GOVERNMENT OF GUAM - Department of Land Management
Office of the Recorder
File for Record is Instrument Number 944751
On the Year 2020 Month 2 Day 6 Time 351
Recording Fee 40 Receipt No. 27071
Deputy Recorder

ABSTRACT OF TITLE

Basic Lot : Lot 8-R4, Inarajan
Certificate of Title : 127058
Registered on : March 16, 2011
In Name of : Government of Guam

AUTHORIZATION / SATISFACTORY TO and APPROVED BY:

This map has been prepared in consultation with the Department of Land Management for the purpose of approval and recordation as referenced to Chamorro Land Trust Commission subdivision master plan no. 2015-MM06-2, pursuant to Guam Land Use Commission resolution no. 2015-802, and is subject to change.

Preparation of this subdivision is in compliance with land area density requirements pursuant to Title 21 GCA, Ch. 61, Sub-Article 1, Section 61501, as amended by Public Law 24-51 and clarified in memorandum by the Guam Environmental Protection Agency to the Department of Land Management, dated, November 2009.

Road Right-of-Ways and other improvements for utilities and safe ingress/egress shall be provided in accordance with the requirements pursuant to Title 21 GCA, Chapter 60, Subdivision Law and Title 18 GARR, Chapter 3, Article 2, Subdivision Rules and Regulations.

Josh E. Hanlig, III — Date
Administrative Director
Chamorro Land Trust Commission

REVIEWED BY:

Frank P. Taitano — Date
Planner, DLM

Peter Castro — Date
Engineering Technician, DLM

Melvin Javier — Date
Engineering Technician, DLM



VICINITY MAP
not to scale

CERTIFICATION OF SURVEYOR

I, Raymond A. Cruz, hereby certify that this map was prepared by me or under my direct supervision. That it is based on a field survey made on April 21, 2014, in conformance with all applicable laws and regulations. That I am responsible for the accuracy of all data and information shown hereon. I, also certify that all the monuments are of the character and occupy the positions indicated on this map.

RAYMOND A. CRUZ, P.L.S. # 73 — DATE 12/16/19

RAYMOND A. CRUZ — CERTIFICATE NO. 73 — M# 73 — EXP. 4/30/20 — GUAM — PROFESSIONAL LAND SURVEYOR

CERTIFICATION OF GUAM CHIEF PLANNER

Approval pursuant to Title 21, Guam Code Annotated, Chapter 62, Subdivision Law & Chapter 61, Zoning Law.

CHLINE L. CRUZ — DATE 12/26/19
Acting, GUAM CHIEF PLANNER

CERTIFICATION OF GUAM CHIEF SURVEYOR

This map has been examined for conformance with Title 21, Guam Code Annotated, Chapter 60, Article 5, Uniform Land Identification System and found to be hereunto on this 5th Day of Feb, 2020

PAUL L. SANTOS, P.L.S. # 68
CHIEF OF CADASTRE / GUAM CHIEF SURVEYOR

SURVEY DATA		
SUBJECT	BY	DATES
Job Number	179-17	
Researched	RAC	Jan 2017
Field Book	RLS - 23	
Field By	RAC/HM	Mar 2017
Field Supv.	RAC	Mar 2017
Computed	RAC	Mar 2017
Drawn By	RAC	Mar 2017
Checked By	RAC	Mar 2017

ABSTRACT OF TITLE

Basic Lot :
Certificate of Title : Refer to Plan
Registered on :
In Name of :

Rev. no.	Brief Description	By	Date	Approved

PARCELING SURVEY MAP OF
LOT 8 - 33
(LOT 8 - 33 - 21)

Name Place of Ija
MUNICIPALITY OF INARAJAN

LAND SQUARE 37 — SECTION 3

RAYMOND A. CRUZ
PROFESSIONAL LAND SURVEYOR NO. 73
Agramensot, Ma Rihistra Para Man Midi Tano Guahan
P.O.Box 5296 Hagatna, Guam 96932
Tel 637-3763 / Cell 888-6628 / ray.pls73@gmail.com

SHEET: 1 of 2	DRAWING NUMBERS	
SCALE: not to scale	MAP DWG. NO. RLSINA - 15	L.M. CHECK NO. 163 FY 2017

S-15961 V2

944751

SPECIAL NOTES :

1) Per P.L. 28-126, Section 1(d), This is a "Lot Parceling" Survey and therefore, exempted from the map processing requirements of P.L. 28-126, Section 1(a).
2) Lot 8-33-21 as depicted herein, is part of the master plan subdivision approved by the Director of the Department of Land Management.
3) For Lot 8-33-26 refer to L.M. No. 174 FY 2014, Doc. # 868687.
It is part of the master plan subdivision approved by the Director of the Department of Land Management.
4) For Lot 8-33-25 refer to L.M. No. 154 FY 2014, Doc. # 868584.
It is part of the master plan subdivision approved by the Director of the Department of Land Management.
5) As per Lot 8-33-19, Lot 8-33-20, Lot 8-33-22, Lot 8-33-23 & Lot 8-33-24 as depicted herein, they are the adjoining lot parcels, that are part of the master plan subdivision approved by the Director of the Department of Land Management.



NOTES :

1) Survey is based on recovered monuments and Guam Geodetic Network (GGN) control marks as depicted on plan.
2) All distances are in metric measurement, unless otherwise noted.
3) Bearings and distances shown are record data consistent as per ref. no. 1 & no. 2, and are field condition and based on 1993 grid.
4) Subject Lot is zoned "A" Agricultural per 1967 Official Zoning Map, P367548.
5) Per P.L. 28-126, Section 1(d), This is a "Lot Parceling" Survey and therefore, exempted from the map processing requirements of P.L. 28-126, Section 1(a).
6) Subject Lot is outside the Northern Aquifer.
7) Subject Lot is raw land, all other as-built are depicted on plan as of date of this map.

REFERENCES :

1) Dwg. No. RLSINA - 11, Parceling of Lot 8-33 (Lot 8-33-4 & Lot 8-33-26), L.M. No. 174 FY 2014, by PLS # 73, Doc. # 868587.
2) Dwg. No. RLSINA - 10, Parceling of Lot 8-33 (Lot 8-33-1 & Lot 8-33-25), L.M. No. 154 FY 2014, by PLS # 73, Doc. # 868584.
3) Dwg. No. 2213-11-14, Agricultural Subdivision Master Plan of LOT 8, Doc. # 866737.
4) Scheme NO. M86-007, Proposed Lot Scheme of Lot 8-33-2.

SYMBOLS :

- GGN control station
- Corner investigated none found.
- No. 4 rebar with blue plastic cap marked PLS # 73 found as per ref. no. 1.
- No. 4 rebar with blue plastic cap marked PLS # 73 set.

GOVERNMENT OF GUAM - Department of Land Management
Office of the Recorder
File for Record is Instrument Number 944751
On the Year 2020 Month 2 Day 6 Time 351
Recording Fee 40 Receipt No. 27071
Deputy Recorder

REVIEWED BY:

Frank F. Taitano — Date 12-17-19
Planner, DLM

Date 1-27-2020
Engineering Technician, DLM

1-27-2020
Melvin Javier — Date
Engineering Technician, DLM

AUTHORIZATION / SATISFACTORY TO and APPROVED BY:

This map has been prepared in consultation with the Department of Land Management for the purpose of approval and recordation as referenced to Chamorro Land Trust Commission subdivision master plan no. 2015-M00-2, pursuant to Guam Land Use Commission resolution no. 2015-002, and is subject to change.

Preparation of this subdivision is in compliance with land area density requirements pursuant to Title 21 GCA, Ch. 61, Sub-Article 1, Section 61501, as amended by Public Law 34-51 and clarified in memorandum by the Guam Environmental Protection Agency to the Department of Land Management, dated, November 2009.

Road Right-of-Ways and other improvements for utilities and safe ingress/egress shall be provided in accordance with the requirements pursuant to Title 21 GCA, Chapter 62, Subdivision Law and Title 10 GARR, Chapter 3, Article 2, Subdivision Rules and Regulations.

Jack E. Hisag, II — Date 6 Feb 2020
Administrative Director
Chamorro Land Trust Commission

REFER TO SHEET 1 of 2

VICINITY MAP
not to scale

CERTIFICATION OF SURVEYOR

I, Raymond A. Cruz, hereby certify that this map was prepared by me or under my direct supervision. That it is based on a field survey made on March 16, 2017, in conformance with all applicable laws and regulations. That I am responsible for the accuracy of all data and information shown herein. I, also certify that all the monuments are of the character and occupy the positions indicated on this map.

12/4/19
RAYMOND A. CRUZ, P.L.S. # 73 — DATE

RAYMOND A. CRUZ — CERTIFICATE No. 73 — EXP. 4/30/20 — PROFESSIONAL LAND SURVEYOR — GUAM

CERTIFICATION OF GUAM CHIEF PLANNER

Approval pursuant to Title 21, Guam Code Annotated, Chapter 62, Subdivision Law & Chapter 61, Zoning Law.

12/26/19
CELINE L. CRUZ — DATE
Acting, GUAM CHIEF PLANNER

CERTIFICATION OF GUAM CHIEF SURVEYOR

This map has been examined for conformance with Title 21, Guam Code Annotated, Chapter 62, Article 5, Uniform Monumentation System and Section 61 thereunder on this 5th Day of Feb, 2020.

PAUL L. SANTOS, P.L.S. # 68
CHIEF OF CADASTRE / GUAM CHIEF SURVEYOR

SURVEY DATA

SUBJECT	BY	DATE
Job Number	179-17	
Researched	RAC	Jan. 2017
Field Book	RLS - 23	
Field By	RAC/HM	Mar 2017
Field Supv.	RAC	Mar 2017
Computed	RAC	Mar 2017
Drawn By	RAC	Mar 2017
Checked By	RAC	Mar 2017

ABSTRACT OF TITLE

Basic Lot :
Certificate of Title : Refer to Sheet 1 of 2
Registered on :
In Name of:

Rev. no.	Brief Description	By	Date	Approved

PARCELING SURVEY MAP OF
LOT 8 - 33
(LOT 8 - 33 - 21)
Name Place of Ija
MUNICIPALITY OF INARAJAN

LAND SQUARE 37 — SECTION 3

RAYMOND A. CRUZ
PROFESSIONAL LAND SURVEYOR NO. 73
Agramanson, Ma Rihistra Para Man Nidi Tano Guahan
P.O.Box 5296 Hagatna, Guam 96932
Tel 637-3763 / Cell 686-6828 / ray.pls73@gmail.com

SHEET: 2 of 2
SCALE: 1" = 20 M.
DRAWING NUMBERS
MAP DWG. NO. RLSINA - 15
L.M. CHECK NO. 163 FY 2017

SCANNED

Monica Dolores Baza, Lot 8-33-21 Inarajan



Doc. No. 38GL-26-2058.*

CHamoru Land Trust Commission
Land Agent Staff Report

CHRISPIN B. HERNANDEZ
OCCUPANT

I. MATTER(S)

1. Cease-and-Desist Letter to Unauthorized Occupant on Lot 6, Block 7, Tract 15344, in the Municipality of Mangilao to Chrispin B. Hernandez.

II. LEGAL REFERENCE(S)

1. Based on 21 GCA, Chapter 75A, §75A107(h)(1)(2). Leases to Eligible Beneficiaries, Licenses. (h) The Commission shall not serve eviction notices to individuals who presently reside and have continuously resided on Chamorro Land Trust property before July 12, 1995, and who are eligible under the Act. (1) Persons issued land use permits before July 12, 1995, and who qualify under this Subsection or their successors pursuant to § 75A109 of this Chapter will maintain their home or farms, adhering to all other requirements of the Act and the rules and regulations. The Commission shall award leases to those who qualify under this Subsection, regardless of the date and time of the application. (2) To determine prior and continuous usage, an applicant must submit a government-issued document indicating the start date of continuous usage, including, but not limited to, a Land Use Permit (LUP) or Mayor's certification.
2. Based on 21 GCA, Chapter 75A, §75A101.2. Verification of Eligible Beneficiaries. § 75A101.2. Verification of Eligible Beneficiaries. (a) Owned Land Acquired by the United States: (1) To be eligible based on ownership of land that was acquired by the United States government between 1898 and 1968, an applicant must provide either: (A) documentary evidence of ownership in substantially the same form as that required by the Guam Ancestral Lands Commission for ancestral land claims; or (B) a declaration or affidavit, signed under penalty of perjury, attesting that the person owned, or is the descendant of someone who owned land that was acquired by the United States. To the extent known or reasonably ascertainable by the applicant, this declaration or affidavit COL 2025-04-22 21 GCA REAL PROPERTY CH. 75A CHAMORRO LAND TRUST COMMISSION EFFECTIVE JANUARY 1, 2021 5 shall include the location, by parcel number, address, legal description, or other legally recognized identifier, of the land that was claimed to have been owned and the date of acquisition by the United States. (2) The applicant shall be required to use his or her best efforts to obtain the information described above and to provide documentation demonstrating that he or she is the descendant of the person who owned the land. Based upon review of the documentation, declarations or affidavits, and any additional research the Commission conducts, including, but not limited to, the "Bohn files" and any other readily available condemnation and land records, the Commission shall determine whether the applicant is an eligible beneficiary. (b) Occupied, Farmed, or Ranched Land Acquired by the United States: (1) Persons shall be considered eligible

beneficiaries if the United States acquired land on which they did not hold title or ownership, but that they nevertheless had either occupied, farmed, or ranched land for residential or agricultural purposes for at least one (1) year immediately prior to that land being acquired by the United States government between 1898 and 1968 or descendants of such person; except that if a person occupied, farmed, or ranched the land on or after December 8, 1941, and the land was acquired at any time after that date and up to 1950, the one (1) year tenure need not have occurred immediately before acquisition by the United States government. To be eligible under this provision, an applicant must sign a declaration or affidavit setting forth, in sufficient detail and under penalty of perjury, the following facts to the extent known or reasonably ascertainable by the applicant: (A) the location, by parcel number, address, legal description, or other legally-recognized identifier, of the land that was claimed to have been occupied, farmed, or ranched; (B) the name of the person or persons who occupied, farmed, or ranched the land; (C) the length of time the person(s) continuously occupied, farmed, or ranched the land; (D) the legal owner of the land and the relationship between the owner and the person who occupied, farmed, or ranched the land, including whether any compensation or rent was paid to the owner; (E) a description of the nature of the person's activity on the land, including whether the land was used for residential or agricultural purposes; (F) if the land was farmed or ranched, the type of activity being conducted on the land (such as the types of crops harvested or animals raised); and (G) whether the person improved the land in any way and the nature of such improvements. (2) The applicant shall be required to use his or her best efforts to obtain the information described above and to provide documentation demonstrating that he or she is the descendant of the person or persons who occupied, ranched, or farmed the land. Based upon review of the documentation, declarations, or affidavits, and any additional research the Commission conducts, the Commission shall determine whether the person is an eligible beneficiary. For purposes of this provision, a person shall be deemed to have "occupied" land if he or she maintained his or her primary residence on the land.

III. FACTS

1. Applicant / Lessee: George Fernandez Borja
2. Lot Description in Ground Lease for a portion of 5402-R5, Mangilao. NKA Lot 6, Block 7, Tract 15344, Mangilao
3. Lot size: One-half (.50) acres

IV. CHRONOLOGY

1. December 27, 2024 – CLTC Staff J. Cruz, G. Eay , D. Tan, and DPW Staff conducted a site inspection in response to a complaint regarding trash and junk cars next to the Bus Stop. Met with Delfina Borja, the daughter of the lessee, Rosemarie Borja Asuncion. She informed the CLTC staff that she had authorized Chrispin B. Hernandez to occupy the area.

2. January 7, 2025 – A Notice of Violation and Demand of Removal of Illegal Encroachment on Public Right of Way letter signed by DPW Director Vincent P. Arriola was delivered to Chrispin B. Hernandez.
3. January 23, 2025 – CLTC Staff J. Cruz, G. Eay, and D. Tan conducted another site inspection. No action taken by Chrispin B. Hernandez. The same household goods, white trash, and four (4) inoperable vehicles are still in the area.
4. April 2, 2025- Follow-up site inspection conducted by CLTC J. Cruz and D. Tan with DPW Staff and a Second (2nd) Notice of Violation and Demand of Removal of Illegal Encroachment on Public Right of Way letter signed by DPW Director Vincent P. Arriola was delivered to Chrispin B. Hernandez. Still, it was received and signed by Delfina Borja.
5. October 17, 2025-CLTC Staff E. Chargualaf, J. Casem, and D. Narcis conducted a site inspection. In comparison to the previous site inspection, there appear to be minor to no improvements made.
6. December 5, 2025- CLTC Staff J. Cruz, G. Eay, and J. Dayday conducted a site visit and provided an application and family tree form to Mr. Hernandez.

V. SUMMARY

Chrispin B. Hernandez is currently occupying a portion of Lot 6, Block 7, Tract 15344, in Mangilao, formally known as Lot 5402-R5, Mangilao, which is leased to George Fernandez Borja. The entrance of the property is blocked by household trash, pallets, junk vehicles, and white goods. Despite the numerous site inspections and the issuance of two (2) Notice of Violation letters from the Department of Public Works, Mr. Hernandez has shown no effort to comply.

VI. GUIDANCE

Based on 21 GCA, Chapter 75A, §75A107(h)(1)(2), Mr. Hernandez has made no effort to apply for a lease and qualify for the CHamoru Land Trust lease program, or adhere to the other requirements in the Act, rules, and regulations of the CHamoru Land Trust Commission.


Tract 15344, Block 7, Lot 6 Mangilao

TRACT 15344, BLOCK 7, LOT 6, MUNICIPALITY OF MANGILAO—CHRISPIN HERNANDEZ



Compiled by G. Eay

TRACT 15344, BLOCK 7, LOT 6, MUNICIPALITY OF MANGILAO—CHRISPIN HERNANDEZ



Compiled by G. Eay

Doc. No. 38GL-26-2058.*

TRACT 15344, BLOCK 7, LOT 6, MUNICIPALITY OF MANGILAO—CHRISPIN HERNANDEZ



Compiled by G. Eay

TRACT 15344, BLOCK 7, LOT 6, MUNICIPALITY OF MANGILAO—CHRISPIN HERNANDEZ



Compiled by G. Eay

Doc. No. 38GL-26-2058.*

TRACT 15344, BLOCK 7, LOT 6, MUNICIPALITY OF MANGILAO—CHRISPIN HERNANDEZ



Compiled by G. Eay

The Honorable
LOURDES A. LEON GUERRERO
Maga'Hâga · Governor

The Honorable
JOSHUA F. TENORIO
Sigundo Maga'Lâhi · Lieutenant Governor

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO
VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA, JR.
Deputy Director

Chris Hernandez

Re: Notice Of Violation And Demand Of Removal Of Illegal Encroachment On Public Right Of Way

Dear Mr. Hernandez,

THIS NOTICE IS HEREBY GIVEN TO YOU THAT THE DEPARTMENT OF PUBLIC WORKS (DPW) HAS INSPECTED ROUTE 15 (13°29'19.6"N 144°51'14.4"E), MANGILAO DETAILED DESCRIPTION OF THE ENCROACHMENT VIOLATION IS AS FOLLOWS:

> **Encroachment upon 100' Right of Way with tent structure, wooden pallets, miscellaneous household items.**

This right-of-way ***must not*** be encroached upon or obstructed. The 100' right of way is deemed a "roadway" as defined in ***Title 5 G.C.A. Chapter 53, §53101(c).hmc tracker*** This encroachment constitutes a petty misdemeanor in violation of ***Title 5 G.C.A. Chapter 53, §53102(b).***

Pursuant to ***Title 5 G.C.A. Chapter 53, 53106***, you are hereby ORDERED by this Notice to remove all items that are encroaching upon the public access and utility easement **no later than five (5) days from service of this Notice**.

If you fail to remove the encroachment or fail to otherwise comply with this Notice, then pursuant to ***Title 5 G.C.A. Chapter 53, §53107 and §53108***, DPW may immediately remove the encroachment. Further, pursuant to ***Title 5 G.C.A. §53108***, in such case, **you *shall* be held liable for all expenses of such removal, *plus* the additional sum of Fifty-Dollars ($50.00) for each day such encroachment remains after the expiration of five (5) days from service of this Notice.**

Sincerely,

Vincent P. Arriola
Director

Received By: _____

Date: 1/7/25

Time: 3:23

542 North Marine Corps Drive, Tamuning, Guam 96913 (671) 646-3131 / 647-5055 Fax (671)649-6178

The Honorable
LOURDES A. LEON GUERRERO
Maga'Hâga · Governor

The Honorable
JOSHUA F. TENORIO
Sigundo Maga'Lâhi · Lieutenant Governor

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO
VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA, JR.
Deputy Director

Delfina Rose Borja
P.O. Box 326551
Hagatna, GU 96932

Re: Notice Of Violation And Demand Of Removal Of Illegal Encroachment On Public Right Of Way

Dear Ms. Borja,

THIS NOTICE IS HEREBY GIVEN TO YOU THAT THE DEPARTMENT OF PUBLIC WORKS (DPW) HAS INSPECTED ROUTE 15 (13°29'19.6"N 144°51'14.4"E), MANGILAO DETAILED DESCRIPTION OF THE ENCROACHMENT VIOLATION IS AS FOLLOWS:

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Subsection §75A122
Commercial Leases and Licenses

§ 75A120. Title to Municipal Golf Course; Operation.

(a) Transfer of title of golf course to Commission. Title to and jurisdiction over that parcel of government-owned real property in the municipality of *Dededo* encompassing the Guam Municipal Golf Course, described as Lot No. 10122-12, containing an area of 829,124+ square meters, less 28,328 + square meters set aside as easements for the use of the Guam Power Authority and the Guam Waterworks Authority are hereby transferred to the Chamorro Land Trust Commission which shall act as administrator of the lease to Guam Municipal Golf Course, Inc., and shall receive all payments thereunder. All other terms of the lease agreement executed on January 17, 1989 (the "Lease") between the government of Guam and the Guam Municipal Golf Course, Inc. (the "Golf Course") shall remain in effect, except that references to the Department of Land Management shall be deemed to refer to the Chamorro Land Trust Commission (the "Commission").

(b) Rules. The Commission shall establish rules and regulations for the use of the lease payments described in subparagraph (a) of this section in accordance with the procedures set out in the Administrative Adjudication Law. The Commission shall annually publish a properly audited financial statement in a newspaper of general circulation. Nothing in this section shall be deemed a ratification of the Lease or of any actions of the Golf Course.

2021 NOTE: Reference to Public Utility Agency of Guam was replaced with Guam Waterworks Authority pursuant to P.L. 23-119:3 (July 31, 1996).

§ 75A121. The Establishment of "*Hatdin Åmot Chamorro.*"

(a) The Chamorro Land Trust Commission shall designate and make available a parcel of land in the northern part of the island that shall be designated as a Biodiversity Conservation Easement for the purpose of transplanting and cultivating herbal plants, and establishing *Hatdin Åmot Chamorro*.

(b) Block 3, Tract 1722 in the municipality of *Mangilao*, as shown on Land Management Instrument No. 880762 (Exhibit A), shall be designated as a Biodiversity Conservation Easement for the purpose of providing land for *Hatdin Åmot Chamorro*.

(c) The Chamorro Land Trust Commission, in consultation with the *Håya* Foundation (a non-profit organization dedicated to the preservation of the Chamorro healing arts), is hereby directed to establish the criteria, application, and operational procedures of *Hatdin Åmot Chamorro*. The procedures shall establish the parameters for the usage of the parceled lot and a list of plants to be cultivated. To qualify to use a parcel of *Hatdin Åmot Chamorro*, an applicant must be an individual eligible for residential lease of Chamorro Land Trust Commission land, and either:

(1) be a member or officer of a non-profit organization registered with the Department of Revenue and Taxation, whose charter includes the advancement of Chamorro traditional healing or medicine, or the advancement of Chamorro heritage and culture; or

(2) be a *Suruhana* or *Suruhanu*, or an apprentice, or a student of traditional Chamorro medicines.

Preference shall be given to an applicant who meets more than one (1) of the qualifications in this Subsection.

§ 75A122. Commercial Leases and Licenses.

(a) Definitions.

(1) Commercial lease is a leasehold interest in real property between the CLTC and a tenant (hereinafter referred to as "Commercial Lessee") for the commercial use of real property under the management of the CLTC.

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(2) Commercial license is an agreement between a tenant (hereinafter referred to as the "Commercial Licensee") and the CLTC which permits certain activity to be conducted upon real property in the inventory of the CLTC, but does not confer upon the licensee any title or leasehold interest, and is terminable upon cessation of the approved activity. Pursuant to § 75A107(c) of Chapter 75A, Title 21 GCA, the Commission is authorized to grant licenses for terms not to exceed twenty-one (21) years in each case, to:

(A) public utility companies, or corporations as telephone lines, electric power and light lines, gas mains, and the like; or

(B) for lots within a village in which lands are leased under the provisions § 75A107(a) of Chapter 75A, Title 21 GCA, to:

(i) churches, hospitals, public schools, post offices, and other improvements for public purposes; or

(ii) theaters, garages, service stations, markets, stores, and other mercantile establishments (all of which shall be owned by the § 75107(a) lessees of the Commission or by organizations formed and controlled by said lessees).

(3) "Commercial use" means commercial agriculture, commercial aquaculture, and any permitted use or a conditional use expressly allowed on an "A," "R1," "R2," "C," "P," "S-1," or "PF" zoned property pursuant to §§ 61304, 61305, 61306, 61307,61308, 61312 and 61313 of Article 3, Chapter 61 of Title 21 GCA. Commercial use includes mineral extraction when specifically approved by the CLTC and *I Liheslaturan Guåhan*. The appropriate regulatory clearances will be required for all commercial uses of CLTC lands.

(4) "Tenant" means an applicant who has been approved for either a commercial lease or license, and can also be referred to as a "Commercial Lessee or Commercial Licensee" in this Act.

(b) Designation of Available Land for Commercial Use.

(1) Notwithstanding § 75A107(f) of Chapter 75A of Title 21, Guam Code Annotated, and Section 6.9 of Exhibit A of Public Law 23-38, the CLTC may declare and designate that certain lands, not to exceed nine percent (9%) of the total remaining unassigned Chamorro Land Trust Commission land area inventory, "are not required for § 75107 leases to native Chamorros for residential, subsistence agriculture, or subsistence aquaculture, and are available for commercial leasing or licensing to the general public pursuant to § 75105(d) of Chapter 75, Title 21 GCA." Said declaration shall be in the form of a Board Resolution approved by the Commissioners at a duly scheduled meeting of the CLTC held after a CLTC public hearing on the specific lot and area of land to be designated. The approved CLTC resolution shall be transmitted to *I Liheslaturan Guåhan* within thirty (30) days from the date of passage of the resolution.

(2) *I Liheslaturan Guåhan* shall have sixty (60) days to review the Resolution declaring the list of available lots identified in this Subsection, and may conduct public hearings on said lot list during this sixty (60)-day period.

(3) The lots identified in this Subsection may be leased or licensed by the CLTC to the general public pursuant to § 75A105(d) of Chapter 75A of Title 21, Guam Code Annotated, for commercial use and for a term not to exceed twenty-five (25) years; or licensed pursuant to § 75A107(c) of Chapter 75A, Title 21, Guam Code Annotated, for a term not to exceed twenty-one (21) years, unless otherwise approved by *I Liheslaturan Guåhan* for a longer term.

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(4) The CLTC shall not initiate any solicitations for commercial leasing or licensing until at least sixty (60) days have elapsed from the date *I Liheslaturan Guåhan* received the transmittal of the CLTC Resolution and list in accordance with this Section.

(5) Notwithstanding § 75A105(b) of Chapter 75A of Title 21, Guam Code Annotated, all income arising out of any lease or license of those properties declared in this Subsection shall be credited to and deposited in the Chamorro Land Trust Survey and Infrastructure Fund, and the Chamorro Home Loan Fund in allocated amounts determined by the CLTC through the adoption of a resolution.

(6) Any solicitation for interest or proposals, prior to the enactment of this Act, for commercial activity on CLTC land with the intent of entering into a commercial lease shall be null and void.

(c) Lease Agreement Stipulations. The execution of commercial lease agreements or licenses of the available properties identified pursuant to this Section shall be subject, at a minimum, to the following stipulations:

(1) Notice of Land Designated to be Available for Commercial Use. Solicitation for the leasing or licensing of land designated as available for commercial use shall be published at least thirty (30) days prior to the deadline for submittal of proposals from prospective lessees or licensees. Notice shall be posted on the websites of the CLTC and the Department of Land Management (DLM) continuously, and through any methods of electronic publication capable of providing notice to the general public, and at least once in a newspaper of general circulation.

(2) Award of Lease through Competitive Bid. The lease or license for the commercial use of CLTC land designated as available for commercial activity shall be awarded through a competitive bid process to entities determined to be responsible and responsive, as defined in Guam's procurement law, to the requirements stipulated by the CLTC. However, in the event that a designated available land has an existing commercial activity by virtue of a previous authorization, this Act shall not be interpreted to invalidate existing commercial leases or licenses where lessee or licensee has not defaulted during the entire term of the lease or license, and lessee or licensee has complied with the laws of Guam. At the expiration of a lease or license, and all options to renew that lease or license, the CLTC shall reconsider its designation as available land and comply with all other provisions of this Act.

(3) Unsolicited Proposals. The CLTC may also accept unsolicited proposals for the development and commercialization of CLTC land designated as available for commercial use, but must subsequently place such proposals to competitive solicitation.

(4) Posting of Awards. Awards of leases and licenses shall be posted, within five (5) working days from the date of award, on the CLTC and DLM websites for the term of the lease.

(5) Minimum Annual Rent. Annual rent shall be no less than ten percent (10%) of the current appraisal of fair market value of the land that is to be leased. Rent shall escalate at a minimum of five (5) year intervals based at a minimum upon current appraisal of fair market value of the land being leased, but in no event shall rent be lower than the rent charged during the previous five (5) year period. The rent to be charged on any request to exercise an option to renew an existing lease shall also be based on the current appraisal of the fair market value of the land at the time the option to renew is exercised.

(6) Participation Rent.

(A) Definition. The tenant pays to the CLTC a mutually agreed upon percentage of the revenues generated above a mutually agreed upon revenue threshold.

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(B) Applicability. Participation rent shall be applicable from the fifth (5th) anniversary date to the last day of the lease. The annual participation rent shall be made in four (4) equal quarterly installments.

(7) Advance Rental Payment. CLTC may require accelerated or advanced rental payments as a condition of the lease.

(8) Rent Amendments and Payment Schedules. Tenants may submit written requests for temporary reductions in rent. Tenants shall submit audited financial statements covering the previous three (3) year period as supporting documents. CLTC shall consider the current financial position of the tenant and the prospect for improvements in the tenant's financial position, market conditions, the benefit to the Trust in temporarily reducing the rent, and such other information as may be required in considering tenant's request for rent reductions. Any rent reductions authorized by CLTC shall not exceed one (1) year but may, upon written application by the tenant, be extended by the Commission if such extension would be beneficial for the Trust. As temporary rent reductions are intended to assist tenants over a short period of time, tenants must agree in writing that such temporary reductions shall in no way affect the annual amounts due or the schedule of rent escalations for future option terms identified in the lease agreement. Requests for rent reductions shall be subject to Commission approval. The CLTC shall not allow the exercise of options for additional terms unless all past due rent is paid. All amendments of rent and payment schedules shall be fully documented.

(9) Payment Plans. Requests to develop a payment plan for back rent shall be submitted in writing with the reasons for the request. In addition, tenants shall submit a copy of its audited financial statements covering the previous three (3) year period. Payment plans must include a provision for payment of interest on the unpaid balance. In addition, payment plans must contain the requirement that late fees using the industry standard be paid, in the event the lessee does not make payments as scheduled, and if the lessee is not deemed to be in breach of the lease. Financial institutions must be provided with copies of approved payment plans if estoppel, mortgage or other such agreements require such notification. To the extent possible, payment plans for outstanding rent must be paid off within the fiscal year to avoid budgetary problems within CLTC.

(10) Taxes and Assessments. Tenants shall pay all taxes and assessments lawfully levied against the leased premises and against any business conducted thereon or in connection therewith. Tenant shall also pay all charges for utility services furnished or provided to the leased premises.

(11) Interest for Late Payment. All rent in arrears shall bear interest at a rate of four percent (4%) per annum in excess of the prime rate, calculated daily and compounded monthly, without demand, from the date it should have been paid to CLTC, until actual payment to CLTC.

(12) Environmental Site Assessment (ESA). Prospective tenants shall be required to prepare at their own expense, a Phase I Environmental Site Assessment (ESA) of the leased property to serve as a baseline of conditions at the site prior to the start of the lease. The comprehensiveness of the assessment shall be determined by CLTC in collaboration with the Guam Environmental Protection Agency. The Phase I ESA shall be referenced in any lease or license agreement for the property. Prior to the issuance of any agreement, tenants or prospective tenants must conduct a Phase I ESA of the site at tenant's expense.

(13) Condition of Land After Use Period. At the end of the lease or license period, or upon termination, tenant shall restore the land to baseline levels established at the start of their lease or license, or better/higher environmental levels agreed upon in the lease or license, and shall bear all expenses relating to such restoration and Phase I and Phase II evaluations. However, in the case where mineral extraction or the extraction of natural resources at the site was authorized initially in the lease

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or license agreement, the site shall be returned to the CLTC in the better/higher environmental end-state that was agreed upon at the beginning of the lease or license. CLTC shall require that a performance bond be provided to ensure that the property is returned in an acceptable end-state, but that said bond shall not relieve the lessee of the responsibility of returning the land to the required baseline state.

(14) Tenant Requirements. All lease and license agreements shall require tenants and subtenants to have business liability insurance that indemnifies and holds CLTC harmless, and shall require the tenant to respond to CLTC requests for information on a timely basis.

(15) Improvements to CLTC Property. All lease and license agreements shall require that any improvements made to or upon the real property shall belong in title to the CLTC upon termination or expiration of the lease or license, and that any removal required by the CLTC of improvements or items remaining on the property shall be the responsibility of the tenant at no cost to the CLTC.

(16) Processing Fees. Tenants shall pay for those expenses associated with the processing of leases, amendments, assignments, estoppels, consents or other such documents, including, but not limited to, attorneys' fees, appraisal fees, title report fees, survey fees, credit report fees, recording fees, and documentation fees, but not including CLTC staff time. Payment of fees shall be made prior to document recordation or pick up.

(17) Business License. Applicants must be licensed to do business in Guam prior to the execution of a lease or license, and all tenants must maintain a valid license to do business in Guam during the term of their lease or license.

(18) Compliance with Environmental Laws. All activities on leased or licensed available real property shall be in compliance and maintained in accordance with existing environmental laws. Failure to comply with environmental laws shall be a material default by tenant.

(19) Events of Default; Termination. In any of the following events (each an "Event of Default"):

(A) if rent or any part thereof shall not be paid on any day when such payment is due, CLTC may, at any time thereafter, give notice of such failure to the lessee, and if the failure is not remedied by the lessee within five (5) days after the giving of such notice; or

(B) if the lessee shall fail or neglect to perform or comply with any of the terms, covenants or conditions contained in the lease (other than the covenants to pay rent) on the part of the lessee to be performed or observed, CLTC may, at any time thereafter, give notice of such failure or neglect to the lessee and the lessee:

(i) if the matter complained of in such notice is capable of being remedied by the payment of money, has not corrected the matter complained of within a period of five (5) days after the giving of such notice; or

(ii) if the matter complained of in such notice is not capable of being remedied by the payment of money has not corrected the matter complained of within a period of twenty (20) days after the giving of such notice, or if a period of more than such twenty (20) days is reasonably required to remedy, with reasonable diligence, the matters complained of in such notice, has not forthwith commenced to remedy the same and diligently prosecute the remedying of the same to completion;

(iii) if an event of insolvency shall have occurred with respect to the lessee, or

(iv) a breach of an obligation by the lessee which has resulted in cancellation of insurance coverage where the lessee has not prior to or concurrent with such cancellation

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replaced such coverage with comparable coverage or breach of an obligation where there has been a notice of cancellation of insurance coverage which has not been cured and where the lessee has not, within the period of time set out in such notice (or within ten (10) days where no period is set out therein) replaced such coverage with comparable coverage or which is otherwise a breach of the obligations respecting insurance; or

(v) abandonment of the project by the lessee; or then the CLTC, at its option, may terminate the lease by notice to the lessee, in which event such termination shall be effective immediately upon the delivery of such notice and may enter upon the property with or without process of law and take possession thereof.

(20) Right to Cure Defaults. Without limiting any other remedies the CLTC may have arising out of a lease or at law in respect of any default in the performance of the lessee's obligations under a lease, the CLTC shall have the right, in the case of any default and without any re-entry or termination of a lease, to enter upon the property and cure or attempt to cure such default (but this shall not obligate the CLTC to cure or attempt to cure any such default or, after having commenced to cure or attempt to cure such default, prevent the lessor from ceasing to do so) and the lessee shall promptly reimburse to the CLTC any expense incurred by the CLTC in so doing and the same shall be recoverable as rent.

SOURCE: Added by P.L. 35-112:1 (Dec. 10, 2020). Subsection (b)(5) amended by P.L. 37-114:5 (July 22, 2024).

2021 NOTE: References to provisions in Chapter 75 replaced with references to corresponding provisions in Chapter 75A.

§ 75A123. Annual and Monthly Reports.

(a) The Guam Economic Development Authority shall prepare an annual report for presentation to the Commission summarizing the benefits received by CLTC on activities of the commercial leasing program for the fiscal year. The annual report shall contain findings on employment, payroll, gross receipts taxes paid, local purchases made, and total and annual capital investments by tenants and their sub-tenants, if any. The report shall not contain proprietary information of tenants. The report shall also contain a projection of revenues over the next five (5)-year time period, and a discussion on outstanding issues and recommendations. The report shall be submitted no later than December 31 covering the previous fiscal year ending September 30. A copy of the annual report shall be submitted to the Speaker of *I Liheslaturan Guåhan* and *I Maga'hågan/Maga'låhen Guåhan*.

(b) The CLTC shall provide monthly reports on the revenue, surveying, and infrastructure being made from the leasing or licensing of CLTC lands pursuant to this Act to *I Maga'hågan/Maga'låhen Guåhan*, the Speaker of *I Liheslaturan Guåhan*, and the Office of Public Accountability.

§ 75A124. The Chamorro Land Trust Survey and Infrastructure Fund.

The Chamorro Land Trust Commission shall create a special fund called the Chamorro Land Trust Survey and Infrastructure Fund (Fund), which shall be maintained separate and apart from any other funds and shall not be subject to the transfer authority of *I Maga'hågan/Maga'låhen Guåhan*.

(a) Notwithstanding any other provision requiring the deposit of proceeds to other funds, the Fund shall receive:

(1) the proceeds of all sales of bull cart trails, substandard lots, irregular lots, remnants, splinter lots, fractional lots, easement purchase remnants, and easement condemnation remnants belonging to the government of Guam;

(2) the proceeds of commercial leases or licenses executed after October 2015; and

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Subsection §75A109
Successors to Leases and Applicants (a)(5)

(h) The Commission may assure the repayment of loans to lessees from local or Federal governmental agencies or instrumentalities, or private lending institutions where such loans have been approved by the Commission up to the limits prescribed in § 75A112 of this Chapter; provided, that the lessee has no indebtedness due the Commission and the Commission shall not make any loans to the lessee while loans from local and Federal governmental agencies or instrumentalities, or private lending institutions, and guaranteed by the Commission are outstanding; provided further, that upon receipt of notice of default in the payment of such loans, the Commission, may upon failure of lessee to cure the default within sixty (60) calendar days, cancel the lease and thereupon use its best efforts to dispose of the tract to a qualified and responsible eligible beneficiary or beneficiaries as a new lessee who will assume the obligation of the outstanding debt thereby assured, and to make payments to the local or Federal governmental agency, or instrumentality or private lending institution, from available funds either for monthly payments as they become due and payable or for the amount of the debt. In no event shall the aggregate amount assured by the Commission exceed the ability of the Chamorro Loan Guarantee Fund to reasonably provide security for the loans authorized.

(i) Upon completion of an application for a Chamorro Land Trust Commission lease, the lessee shall automatically and concurrently be registered with the Guam Election Commission Decolonization Registry.

2024 NOTE: The Compiler has added "no text" to indicate a change in formatting only; the content of the provision has not been altered.

2021 NOTE: References to provisions in Chapter 75 replaced with references to corresponding provisions in Chapter 75A.

§ 75A108.1. Cottage Industry Activity Authorized.

(a) In accordance with the laws of Guam, and subject to rules and regulations promulgated by the Chamorro Land Trust Commission, residential and agricultural leaseholders are authorized to conduct small-scale cottage industry activities, in which goods and services are produced primarily within their leased residential and agricultural lots and in which the total net income earned on those lots does not exceed Fifty Thousand Dollars ($50,000) per annum. The following cottage industry activities are authorized:

(1) Farm Produce and Light Agriculture.

(2) Baking and Producing Foodstuff.

(3) Arts and Crafts.

(4) Cultural Practitioning.

(5) Alternative Medicine (*Suruhanu/Suruhana*).

(6) Dress Making.

(7) Growing and Selling Plants and Flowers.

(8) Repair of Personal Effects.

(b) The Chamorro Land Trust Commission shall, pursuant to the Administrative Adjudication Act, promulgate rules and regulations governing cottage industry activities. These rules and regulations shall include environmental considerations to protect the quality of life for surrounding residents.

§ 75A109. Successors to Lessees and Applicants.

(a) [No text]

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(1) Upon the death of the lessee or applicant, his interest in the tract or tracts and the improvements thereon, including growing crops (either on the tract or in any collective contract or program to which the lessee is a party by virtue of his interest in the tract or tracts), shall vest in the relatives of the decedent as provided in this paragraph. From the following relatives of the lessee, or applicant, spouse, children, grandchildren, parents, grandparents, siblings, widows or widowers of the children or siblings, or nieces and nephews, the lessee or applicant shall designate the person or persons to whom he directs his interest in the tract or tracts to vest upon his death. Such person or persons must be qualified to be a lessee of Chamorro Land Trust Property; provided, that such person or persons need not be eighteen (18) years of age; provided, further, however, that, if the person designated by the lessee:

(A) is the lessee's spouse;

(B) has been married to the lessee for at least the past seven (7) years;

(C) is residing on the property with the lessee in a structure that has been approved as a residence at the time of the lessee's death; and

(D) is not an eligible beneficiary as defined under this Act, such person shall, upon the death of the lessee, receive a life estate in the remainder of the lease, and upon termination of the life estate, assignment of the lessee's remaining interest in the lease shall be governed by the applicable provisions of the Chamorro Land Trust Act as if the lessee had died without designating his or her spouse as a beneficiary.

(2) Such designation must be in writing, must be specified at the time of execution of such lease or application with a right in such lessee or applicant in similar manner to change such beneficiary at any time and shall be filed with the Commission and approved by the Commission in order to be effective to vest such interests in the successor or successors named. A lessee may elect to provide for the surrender of the lot upon death and may select a recipient for the proceeds from the surrender.

(3) In the absence of such a designation as approved by the Commission, the Commission shall select from the relatives of the lessee in the order named above as limited by the foregoing paragraph one (1) or more persons who are qualified to be lessees of Chamorro Land Trust Property except as hereinabove provided, as the successor or successors of the lessee's interest in the tract or tracts, and upon the death of the lessee, his interest shall vest in the person or persons so selected. The Commission may select such a successor or successors after the death of the lessee, and the rights to the use and occupancy of the tract or tracts may be made effective as of the date of the death of such lessee.

(4) In the case of the death of a lessee or applicant leaving no such relative qualified to be a lessee of Chamorro Land Trust Property, the land subject to the lease shall resume its status as unleased Chamorro Land Trust Property and the Commission is authorized to lease such land to an eligible beneficiary or beneficiaries as provided in this Chapter.

(5) Upon the death of a lessee leaving no such relative qualified to be a lessee of Chamorro Land Trust Property homelands, or the cancellation of a lease by the Commission, or the surrender of a lease by the lessee, the Commission shall appraise the value of all such improvements and growing crops and shall pay to the legal representative of the deceased lessee, or to the previous lessee, as the case may be, the value thereof, less any indebtedness to the Commission, or for taxes, or for any other indebtedness the payment of which has been assured by the Commission, from the deceased lessee or the previous lessee. Such payment shall be made out of the loan fund and shall be considered an advance therefrom reimbursable out of payments made by the successor or successors to the tract involved. Such appraisal shall be made by three (3) appraisers, one (1) of which shall be named by the

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