

I Mina'trentai Ocho 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
135-38 (COR) As amended by the Committee on Land, Environment, Housing, Agriculture, Parks, and Infrastructure.	Joe S. San Agustin William A. Parkinson Eulogio Shawn Gumataotao	AN ACT TO <i>AMEND</i> THE CHAMORRO LAND TRUST LEASE AGREEMENT WITH THE GUAM INTERNATIONAL COUNTRY CLUB, INCORPORATED.	5/6/25 11:08 a.m.	5/15/25	Committee on Land, Environment, Housing, Agriculture, Parks, and Infrastructure.	Request: 5/15/25 5/23/25	7/22/25 2:00 p.m.	9/19/25 As Amended.	
	SESSION DATE	TITLE	DATE PASSED	TRANSMITTED	DUE DATE	PUBLIC LAW NO.	DATE ASSIGNED	NOTES	
	9/29/25	AN ACT TO <i>AMEND</i> THE CHAMORRO LAND TRUST LEASE AGREEMENT WITH THE GUAM INTERNATIONAL COUNTRY CLUB, INCORPORATED.	10/3/25	10/7/25	10/18/25	38-61	10/16/25	Received: 10/16/25 Mess and Comm. Doc. No. 38GL-25-1341	

LOURDES A. LEON GUERRERO
GOVERNOR



JOSHUA F. TENORIO
LT. GOVERNOR

UFISINAN I MAGA'HÅGAN GUÅHAN
OFFICE OF THE GOVERNOR OF GUAM

38GL-25-1341
OFFICE OF THE SPEAKER
FRANK F. BLAS, JR.

Transmitted via Email to: speakerblas@guamlegislature.org

October 16, 2025

OCT 16 2025
Time: 11:42 am
Received: [Signature]

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.

RICARDO J. BORDALLO GOVERNOR'S COMPLEX

513 W. Marine Corps Drive Hagåtña, Guam 96910

governor.guam.gov | (671) 472-8931

Doc. No. 38GL-25-1341.*

To: The Hon. Frank Blas, Jr., *Speaker*
Fr: The Hon. Lourdes A. Leon Guerrero, *Governor of Guam*
Date: October 16, 2025
Re: Bill No. 135-38 (COR)

Page 2 of 2

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



38GL-25-1341
Messages and Communications

RECEIVED
COMMITTEE ON RULES
October 16, 2025

12:07 p.m.
Marie Crisostomo

I MINA'TRENTAI OCHO NA LIHESLATURAN GUÅHAN
2025 (FIRST) Regular Session

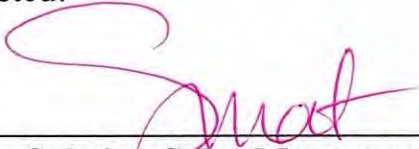
CERTIFICATION OF PASSAGE OF AN ACT TO *I MAGA'HÅGAN GUÅHAN*

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.



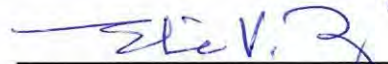
Frank F. Blas, Jr.
Speaker

Attested:



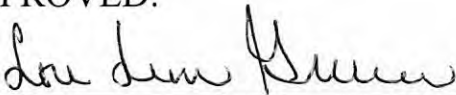
Sabrina Salas Matanane
Legislative Secretary

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: <u>Elaine Tajalle</u>	
Date: <u>10/7/25</u>	Time: <u>4:40 pm</u>

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

1 five (5) years and is estimated to generate \$4,961,735 in rent through January 31,
2 2039. However, GICC has proposed amendments to the lease that would provide
3 accelerated rent payments, increased escalation rates, and an extension of the lease
4 term in exchange for allowing the use of the property for the generation, storage, and
5 transmission of renewable solar energy.

6 *I Liheslaturan Guåhan* further finds that this proposal offers an unprecedented
7 opportunity in the history of the CLTC. The lessee has agreed to prepayment of all
8 rent due under the amended lease, to be valued at not less than Nine Million Dollars
9 (\$9,000,000) based on a net present value calculation by a certified appraiser.
10 Additionally, GICC will make available, at no cost, the GICC Clubhouse—an asset
11 valued between \$7 to \$8 million—and five (5) surrounding acres for the exclusive
12 use of the CLTC.

13 *I Liheslaturan Guåhan* also finds that the proposed project aligns with Guam's
14 aggressive renewable energy mandates under Public Laws 29-62, 35-46, 35-145, and
15 36-137, which collectively set forth the territory's Renewable Portfolio Standards
16 (RPS)—requiring 50% renewable energy by 2035 and 100% by 2045. The solar
17 energy development on this site will provide clean energy for over 45,000
18 households, reduce water and chemical use from the former golf course, and
19 reinforce Guam's environmental and energy independence goals.

20 It is therefore the intent of *I Liheslaturan Guåhan* to approve the amendments
21 to the lease between the Chamorro Land Trust Commission and Guam International
22 Country Club, Inc., and to authorize the CLTC to utilize the benefits of this amended
23 lease agreement to fulfill its mission.

24 **Section 2. Amendments to Lease.** Notwithstanding 21 GCA § 60115, 21
25 GCA § 75A122, 21 GCA § 75A103 and any other provision of law, *I Liheslaturan*
26 *Guåhan* hereby authorizes, approves and directs the Chamorro Land Trust
27 Commission to make, within 30 days of the enactment of this Act, the following

1 amendments to the subject lease agreement by and between the Chamorro Land
2 Trust Commission as Lessor, and the Guam International Country Club, Inc., herein
3 after GICC as Lessee:

4 (1) The generation, storage and transmission of renewable solar
5 power is hereby added as a permitted use of Lot Number 10122-12, Mogfog,
6 Municipality of *Dededo*. The permitted commercial uses of the property stated
7 in the lease agreement shall include the generation, storage and transmission
8 of renewable solar power;

9 (2) The lease term shall be extended through January 31, 2055, and
10 shall provide an option to extend the lease term by an additional two (2) years
11 in the event this extension is necessary on account of regulatory requirements,
12 construction schedules and the requirements of the Guam Power Authority;

13 (3) In the event the property is used for the generation, storage and
14 transmission of renewable solar power: *i*) for the purpose of determining the
15 net present value of the future rent that is due until the expiration of the
16 existing lease term to January 31, 2039, the current rental escalation rate of
17 10% every five years shall be increased to an escalation rate of 12% every five
18 years; and *ii*) for the purpose of determining the net present value of the future
19 rent that is due under the extended term, the fair market rent payable during
20 the extended term shall be determined by a Member of the Appraisal Institute
21 (MAI) certified and licensed real estate appraiser selected by the Chamorro
22 Land Trust Commission.

23 (4) In the event the property is used for the generation, storage and
24 transmission of renewable solar power, the Lessee shall pay all rents due
25 under the amended lease in advance at its net present value, to be determined
26 by the MAI certified and licensed real estate appraiser selected by the
27 Chamorro Land Trust and paid for by GICC, utilizing a market based discount

1 rate and shall not be less than Nine Million Dollars (\$9,000,000.00), with 10%
2 paid within thirty (30) days of the date a power purchase agreement is entered
3 into with the Guam Power Authority that will utilize the property for the
4 generation, storage and transmission of renewable solar power and the
5 remaining 90% paid within thirty (30) days of the date solar power is first
6 transmitted to the Guam Power Authority under the power purchase
7 agreement;

8 (5) In the event the property is used for the generation, storage and
9 transmission of renewable solar power, Lessee will not be required to use the
10 property for the operation of a golf course;

11 (6) In the event the property is used for the generation, storage and
12 transmission of renewable solar power, the GICC Club House along with its
13 surrounding property of approximately five (5) acres, shall be maintained by
14 GICC and designated for the exclusive use of the Chamorro Land Trust
15 Commission which shall have the discretion to make this designated property
16 also available for the use of the Department of Land Management and Guam
17 Ancestral Lands Commission. GICC and the Chamorro Land Trust
18 Commission shall survey and parcel out from the leased property the land on
19 which the GICC Club House is situated and the surrounding five (5) acres of
20 land so that the parceled-out land is a separate and distinct lot that would be
21 suitable to support any credit facility that the Chamorro Land Trust
22 Commission may seek for the purpose of renovating the GICC Club House.
23 The land parceled out will be removed from the premises leased to GICC
24 under the lease agreement;

25 (7) All components of the solar panels used for the solar farm must
26 be free of per- and polyfluoroalkyl substances. Additionally, the Lessee shall
27 remove the components associated with the solar farm at the end of the lease

1 agreement. The removal shall be recycled and shall not be disposed of in
2 Guam's landfill;

3 (8) The Lessee shall provide a monetary guarantee, such as a cash
4 deposit or performance bond, to ensure the financial security of the Lessor
5 and the proper removal of the components associated with the solar farm at
6 the end of the lease agreement and the timely payment of rent. The cash
7 deposit or performance bond shall be for the duration of the lease for the
8 removal of the components. The Lessee shall provide an assessment of the
9 potential costs associated with the removal of components and any potential
10 site restoration to determine the amount of the monetary guarantee. The
11 assessment will serve as a basis for determining the amount, considering
12 factors such as equipment removal, land remediation and restoration, any
13 necessary repairs and the value of rent payments;

14 (9) The Chamorro Land Trust Commission shall be responsible for
15 the overhead maintenance costs of the facilities of the GICC Club House in
16 the event these are dedicated for Chamorro Land Trust Commission use.

17 (10) The Lessee shall comply with all applicable building codes,
18 environmental regulations, and federal rules and regulations related to
19 building construction and environmental protection, including but not limited
20 to the International Building Code, Americans with Disabilities Act, Clean
21 Water Act, Clean Air Act, National Environmental Policy Act, Resource
22 Conservation and Recovery Act and all applicable rules and regulations
23 regarding the protection of endangered species as enforced by Guam and the
24 United States, throughout the lease agreement; and

25 (11) Until such time the net present value of the accelerated rent is
26 paid in full, lessee shall continue to pay monthly rent in accordance with the
27 lease agreement.

1 (12) The foregoing amendments shall take effect upon the advanced
2 payment of all deferred rent that remains due, if any, under GICC's pandemic
3 payment plan.

4 (13) In the event GICC elects not to use the property for the
5 generation, storage and transmission of renewable solar power the provisions
6 of Sections 2, 4, 5 and 6 of this Act shall be null and void, and the property
7 shall continue to be operated and maintained as a golf course, and to restore
8 as a golf course consistent with its original intended use under the existing
9 lease agreement.

10 **Section 3.** Based on the position adopted in its June 17, 2025 meeting, the
11 CLTC may require any of the following in the lease agreement:

12 (1) Accept NPV no less than Nine Million Five Hundred Thousand

13 (2) Amendments to the Lease and proposed conditions:

14 (a) Extend lease term up to January 31, 2055.

15 (b) Extension around current lease and rent escalation every
16 five years starting February 1, 2028 at 12%.

17 (c) GICC agrees to settle any outstanding rent and real
18 property tax by October 2026. However, if the Bill is duly enacted into
19 law there is the thirty (30) day trigger, whichever comes first.

20 (d) 10% of the remaining lease payments will be paid within
21 thirty (30) days after a power purchase agreement is signed with Guam
22 Power Authority to use the property for solar energy. The remaining
23 90% will be paid within thirty (30) days after solar power is first
24 delivered to Guam Power Authority under that agreement.

25 (e) Real Estate appraiser to be selected by the CLTC and paid
26 for by Lessee.

27 (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.

1 **Section 7. Infrastructure Investment.** Subject to the discretion and
2 approval of the Chamorro Land Trust Commission (CLTC), Nine Million Dollars
3 (\$9,000,000) in prepaid lease payments received pursuant to this Act may be utilized
4 for CLTC trust property development activities including, but not limited to land
5 surveying, infrastructure development (such as road access, water, and power
6 utilities), public facility renovations, and required engineering and permitting
7 services. The Chamorro Land Trust Commission (CLTC) shall determine the final
8 allocation and prioritization of projects funded. The immediate priority sites eligible
9 for funding consideration are

10 (a) Tract 10123, Municipality of Yigo, containing approximately
11 one hundred sixty-six (166) residential lots; and

12 (b) Tract 319 – Unit 3, Municipality of Agat, containing
13 approximately two hundred eleven (211) residential lots.

14 **Section 8. Severability.** If any provision of this Act or its application to any
15 person or circumstance is found to be invalid or inorganic, such invalidity shall not
16 affect other provisions or applications of this Act that can be given effect without
17 the invalid provision or application, and to this end the provisions of this Act are
18 severable.

19 **Section 9. Effective Date.** This Act shall be effective upon enactment.